TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bank of America	FORMERLY Fleet Bank N.A.	07/30/2009	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jones Investment Co. Inc.
Street Address:	1007 Orange Street
Internal Address:	Suite 225
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 2

Property Type	Number	Word Mark
Registration Number:	1334428	CODE BLEU
Registration Number:	1634872	CODE BLEU

CH $65.00 1334428

CORRESPONDENCE DATA

Fax Number: (212)921-5370
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212 642-3867
Email: kb@jny.com
Correspondent Name: Katherine Blaukopf
Address Line 1: 1411 Broadway
Address Line 2: 39th Floor
Address Line 4: New York, NEW YORK 10018

ATTORNEY DOCKET NUMBER:	SEC. REL. CODE BLEU
NAME OF SUBMITTER:	Laurie J. Gentile

Signature:	/laurie j. gentile/
Date:	08/05/2009

Total Attachments: 3
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NOTICE OF RELEASE OF SECURITY INTEREST

WHEREAS, Sun Apparel, Inc. ("Sun Apparel") and Fleet Bank, N.A., ("Fleet"), as agent for the ratable benefit of the Banks (as defined below) entered into a Trademark Security Agreement ("Trademark Security Agreement") dated March 27, 1997;

WHEREAS, pursuant to the Trademark Security Agreement, Sun Apparel granted Fleet a security interest in Sun Apparel's right, title and interest in and to certain United States trademarks (the "Trademarks"), as security for certain debt obligations of Sun Apparel under a certain Loan Agreement dated as of March 27, 1997 between Sun Apparel, the banks signatory thereto (the "Banks") and Fleet, as Agent for the ratable benefit of such Banks (as amended, modified or supplemented thereafter, the "Loan Agreement"), and other instruments and documents executed and delivered in connection therewith, including a certain Security Agreement dated as of March 27, 1997 between Sun Apparel and Fleet, as Agent for the Banks (the "Security Agreement") and the Trademark Security Agreement;

WHEREAS, notice of the security interests in the Trademarks was given pursuant to the Trademark Security Agreement, which was filed and recorded in the U.S. Patent and Trademark Office on April 4, 1997 at **Reel 1574, Frame 0795;**

WHEREAS, the indebtedness secured by the Trademarks pursuant to the Trademark Security Agreement and the Security Agreement and under the Loan Agreement and related documents has been fully satisfied;

WHEREAS, Jones Investment Co. Inc., an indirect wholly owned subsidiary of Jones Apparel Group, Inc., is the successor-in-interest to Sun Apparel with respect to the Trademarks; and

WHEREAS, Bank of America ("Bank of America"), as successor-in-interest to Fleet, desires to release the Trademark Security Agreement, Security Agreement and its security interest in the Trademarks; and

NOW, THEREFORE, in consideration of and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Bank of America hereby relinquishes, releases and terminates any and all claims and security interests that Bank of America may have in any property obtained pursuant to the Trademark Security Agreement and Security Agreement, including the Trademarks identified in Schedule A attached hereto.

BANK OF AMERICA

By: Klanif Vega

Name: DAVID VEGA

Title: MANAGING DIRECTOR

Dated: 7/30, 2009

SCHEDULE A

Mark	Registration No.	Registration Date	Class	Country
CODE BLEU	1,334,428	May 7, 1985	25	USA
CODE BLEU	1,634,872	February 12, 1991	25	USA

STATE OF Massachusetts)
)ss.:
COUNTY OF Middlesex)

On this 30 day of July, 2009, before me, the undersigned, a Notary Public in and for the County and State personally appeared David Vega, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who executed the within on behalf of the Bank of America therein named, and acknowledged to me that Bank of America executed it.

4/7/2011

Notary Public