

**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
JP Morgan Chase Bank, N.A.		08/06/2009	INC. ASSOCIATION:

**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: 5**

Property Type	Number	Word Mark
Registration Number:	1395825	ALBERT NIPON
Registration Number:	1042953	ALBERT NIPON
Registration Number:	1627251	ALBERT NIPON SUITS
Registration Number:	1162830	KASPER
Registration Number:	2190755	LE SUIT

**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 Legal Department  
 Address Line 4: New York, NEW YORK 10018

CH \$140.00 1395825

NAME OF SUBMITTER:	Laurie J. Gentile
Signature:	/laurie j. gentile/
Date:	08/20/2009
<b>Total Attachments: 5</b> source=Release - Chase - Kasper 1997#page1.tif source=Release - Chase - Kasper 1997#page2.tif source=Release - Chase - Kasper 1997#page3.tif source=Release - Chase - Kasper 1997#page4.tif source=Release - Chase - Kasper 1997#page5.tif	

**NOTICE OF RELEASE OF SECURITY INTEREST  
(IN U.S. TRADEMARKS)**

WHEREAS, an Amended and Restated Credit Agreement dated as of July 9, 1999 (as amended, modified and supplemented to the date hereof, the "Credit Agreement") was entered into by Kasper A.S.L., Ltd., as Borrower (the "Company"), the lenders named in Schedule 2.01 thereto (the "Lenders"), certain guarantors named therein (the "Guarantors"), The CIT Group/ Commercial Services, Inc., as collateral monitor, and The Chase Manhattan Bank, a New York banking corporation, for itself and as administrative and collateral agent for the Lenders, and for itself as Letter of Credit issuer and party to certain Rate Agreements (as defined in the Credit Agreement) (hereinafter, the "Administrative Agent"); and

WHEREAS, the Credit Agreement provided for the extension of certain credit facilities to the Company, and amended and restated a pre-existing Revolving Credit Agreement dated as of June 4, 1997, (as subsequently amended, modified or supplemented up to July 9, 1999, the "Prior Credit Agreement"), among the Company as Borrower, the guarantor parties thereto, the lenders party thereto, BankBoston, N.A. as administrative agent and collateral agent for the lenders thereto (the "Facility Agent"), Citicorp USA, Inc. as Documentation Agent and Heller Financial Inc., as co-agent (together with the Facility Agent and Documentation Agent, the "Prior RCA Agent"); and

WHEREAS, in connection with the Prior Credit Agreement and pursuant to the terms of a certain Trademark Collateral Security and Pledge Agreement dated as of June 4, 1997 (as amended, modified or supplemented up to July 9, 1999, the "1997 Trademark Security Agreement") between the Company and the Facility Agent, the Company granted to the Facility Agent a continuing security interest in and first priority lien on among other things, all right, title and interest of the Company in, to and under, all of the Company's Trademarks and service marks, together with any renewals thereof, Trademark registrations, Trademark applications and Trademark licenses, whether then existing or thereafter acquired, and the goodwill of the business symbolized by the foregoing, all customer lists and other records of the Company relating to the distribution of products bearing the Trademarks, Trademark registrations, Trademark applications and Trademark licenses, and all proceeds thereof, including without limitation, any claims by the Company against third parties for infringement of any of the foregoing, to secure the payment of all amounts owing by the Company under or in connection with the Prior Credit Agreement (collectively, the "Pledged Trademarks"); and

WHEREAS, notice of the **1997 Trademark Security Agreement** was recorded with the United States Patent and Trademark Office ("USPTO" on June 11, 1997 at **Reel/ Frame 1615/ 0058** against the then existing registrations of the Company, including as listed on Schedule A attached thereto (but not against the later acquired registration for LE SUIT, Reg. No. 2,190,755); and

WHEREAS, in connection with the Credit Agreement, the Administrative Agent succeeded to the position of the Prior RCA Agent, with The CIT Group/Commercial

Services, Inc., performing services of the collateral monitor, and in that connection the Administrative Agent succeeded to the security interests granted by the Company and the guarantor parties thereto in the collateral under the Prior Credit Agreement and the other documents and instruments executed in connection therewith (including without limitation, the 1997 Trademark Security Agreement); and

WHEREAS, in connection with the Credit Agreement and pursuant to an **Assignment of Grant of Security Interest (Trademarks, Trademark Registrations, Trademark Applications and Trademark Licenses)** dated as of July 9, 1999 (the "Assignment"), the Facility Agent assigned to the Administrative Agent its continuing security interest in and to the Pledged Trademarks under the 1997 Trademark Security Agreement, including the then existing registrations listed on Schedule A attached thereto, which **Assignment** was recorded in the USPTO on July 14, 1999 at **Reel/ Frame 1928/ 0447** against the then existing registrations listed on Schedule A attached thereto; and

WHEREAS, the Company and its affiliates, as Debtors, filed a petition for reorganization under Chapter 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the Southern District of New York (the "Bankruptcy Court") on February 5, 2002, and in connection with such reorganization Chapter 11 Case Nos. 02-10497 (ALG), the Bankruptcy Court issued an Order Confirming Debtors' Third Amended and Restated Joint Plan of Reorganization under Chapter 11 of the Bankruptcy Code dated November 19, 2003, and including the Purchase Agreement dated as of August 7, 2003 by and between the Company and Jones Apparel Group, Inc. relating to the purchase and sale of New Common Stock of the Company, as supplemented or modified (the "Bankruptcy Confirmation Order"); and

WHEREAS, pursuant to the Bankruptcy Confirmation Order, the indebtedness and obligations of the Company secured by the Pledged Trademarks, the 1997 Trademark Security Agreement and the Assignment have been completely satisfied, discharged and released in full; and

WHEREAS, JP Morgan Chase Bank, N.A. ("JP Morgan Chase"), is the successor-in-interest to the Administrative Agent; and

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

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, JP Morgan Chase, as successor-in-interest to the Administrative Agent, hereby relinquishes, releases and

terminates its security interest in any property owned by Jones Investment Co. Inc. and obtained pursuant to the Credit Agreement, the 1997 Trademark Security Agreement, and the Assignment, including but not limited to, the Pledged Trademarks identified in Schedule A attached hereto.

**JP MORGAN CHASE BANK, N.A.**

By: Donna DiForio

Name: Donna M. DiForio  
Vice President

Title: \_\_\_\_\_

Dated: Aug. 6, , 2009

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NEW YORK )

On this 10<sup>th</sup> day of AUGUST, 2009, before me, the undersigned, a Notary Public in and for the County and State personally appeared DONNA DiFORIO, 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 Corporation therein named, and acknowledged to me that the Corporation executed it.

DANA FOGG  
NOTARY PUBLIC, STATE OF NEW YORK  
NO. 01FO6102832  
QUALIFIED IN NEW YORK COUNTY  
MY COMMISSION EXPIRES DEC. 8, 2011

  
\_\_\_\_\_  
Notary Public

**SCHEDULE A**

<b><i>MARK</i></b>	<b><i>APPL. #</i></b>	<b><i>REG. #</i></b>	<b><i>DATE ISSUED</i></b>	<b><i>CLASS</i></b>
ALBERT NIPON	73/541,173	<b>1,395,825</b>	June 6, 1979	25
ALBERT NIPON (stylized)	73/041,594	<b>1,042,953</b>	July 6, 1976	25
ALBERT NIPON SUITS	73/833,749	<b>1,627,251</b>	December 11, 1990	25
KASPER	73/210,805	<b>1,162,830</b>	July 28, 1981	25
LE SUIT	75/327,046	<b>2,190,755</b>	September 22, 1998	25