

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	NUNC PRO TUNC ASSIGNMENT
EFFECTIVE DATE:	01/01/2008

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PEPE JEANS LONDON, LLC		11/19/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	JEAN DESIGN, LTD.
Street Address:	1385 Broadway 19th FL
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 12**

Property Type	Number	Word Mark
Registration Number:	2137767	P
Registration Number:	2924771	P
Registration Number:	3777095	P
Registration Number:	1919855	PEPE JEANS
Registration Number:	1943125	PEPE JEANS LONDON
Registration Number:	1951723	PEPE JEANS LONDON
Registration Number:	3311325	
Registration Number:	1671208	PEPE
Registration Number:	1861869	PEPE JEANS LONDON
Registration Number:	1947226	PEPE JEANS LONDON
Registration Number:	2886126	PEPE JEANS LONDON
Serial Number:	77545875	UNITED KINGDOM BY PEPE JEANS LONDON

CH \$315.00 2137767

CORRESPONDENCE DATA

Fax Number: (212)336-8001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 212-336-8000  
Email: ptodocket@arelaw.com  
Correspondent Name: Chester Rothstein, Esq.  
Address Line 1: Amster, Rothstein & Ebenstein LLP  
Address Line 2: 90 Park Avenue  
Address Line 4: New York, NEW YORK 10016

ATTORNEY DOCKET NUMBER:	67138-0107
NAME OF SUBMITTER:	Chester Rothstein
Signature:	/Chester Rothstein/
Date:	11/19/2010

Total Attachments: 4  
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**NUNC PRO TUNC TRADEMARK  
AND COPYRIGHT ASSIGNMENT**

**THIS NUNC PRO TUNC TRADEMARK AND COPYRIGHT ASSIGNMENT** is made and entered into effective as of January 1, 2008 (the "Effective Date") by and between Pepe Jeans London, LLC, a Delaware limited liability company with an address at 1385 Broadway, 19<sup>th</sup> Fl., New York, NY 10018 ("Assignor"), on the one hand; and Jean Design, Ltd., a New York corporation with an address at 1385 Broadway, 19<sup>th</sup> Fl., New York, NY 10018 ("Assignee"), on the other hand.

**WHEREAS**, Assignor is the owner of all right, title and interest to the trademarks and service marks and copyrights shown and described in Exhibit A attached to this Assignment (collectively and individually, the "Marks"), the goodwill associated with the Marks, the trademark and service mark Registrations and the copyright Registration listed in Exhibit A attached to this Assignment (the "Registrations"); and

**WHEREAS**, on or about the Effective Date, Assignor assigned all of its right, title, and interest in and to the Marks, the goodwill associated therewith, and the Registrations to Assignee, and this *Nunc Pro Tunc* Trademark and Copyright Assignment is intended to memorialize that prior assignment.

**NOW THEREFORE**, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

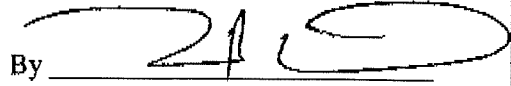
Assignor hereby sells, assigns and transfers forever, free and clear of all liens and encumbrances, to Assignee and its successors and assigns, all right, title, and interest in and to the Marks, together with the goodwill of the Marks and the goodwill of the business appertaining thereto and/or symbolized thereby, and the Registrations, and all income, royalties, damages and payments now or hereafter due or payable in respect to the same, and all causes of action (either in law or in equity) and the right to sue, counterclaim and recover for past, present and future infringement and/or dilution of the same. To the extent this assignment concerns and/or involves trademarks and service marks and Applications and Registrations that are the subject of applications under §1(b) of the U.S. Trademark Act, 15 U.S.C. Section 1051(b), for which Statements of Use have not yet been filed in the U.S. Patent and Trademark Office, the Assignee is a successor to the business of Assignor or the segment and/or portion of the Assignor's business to which such trademarks and service marks specifically pertain. Assignor makes no warrantee or representation as to the validity of the assigned property.

**IN WITNESS WHEREOF**, Assignor has caused this Assignment to be signed in its corporate name by its duly authorized representative, effective as of the Effective Date first written above.

**PEPE JEANS LONDON, LLC**

Date November 19, 2010

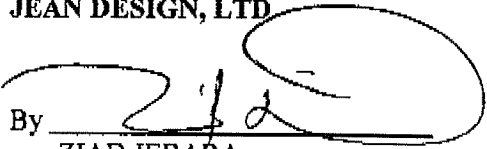
By

  
ZIAD JEBARA  
President

**JEAN DESIGN, LTD**

Date November 19, 2010

By

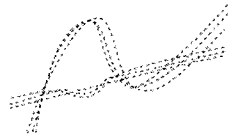
  
ZIAD JEBARA  
President

**EXHIBIT A**

TRADEMARKS






*Pepe Jeans*      *Pepe Jeans*  
LONDON

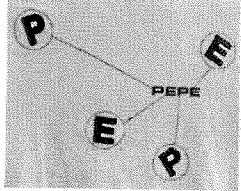


**PEPE**  
**PEPE JEANS LONDON**  
**PEPE JEANS LONDON, LLC**

MARK	JURISDICTION	REGISTRATION/(APPLICATION) NUMBER
	Canada	416285
	Canada	512596
PEPE	Canada	323744
PEPE JEANS LONDON	Canada	459646
	Puerto Rico	30347
ELLIPSE LOGO (w/ PEPE and WORLD SERVICE)	Puerto Rico	30349
PEPE	Puerto Rico	30350
PEPE JEANS LONDON	Puerto Rico	33725
PEPE JEANS LONDON	Puerto Rico	33727
PEPE JEANS LONDON, LLC	Puerto Rico	33726
	U.S.	2,137,767

MARK	JURISDICTION	REGISTRATION/(APPLICATION) NUMBER
	U.S.	2,924,771
	U.S.	3,777,095
<i>Pepe Jeans</i>	U.S.	1,919,855
<i>Pepe Jeans</i> LONDON	U.S.	1,943,125
<i>Pepe Jeans</i> LONDON	U.S.	1,951,723
	U.S.	3,311,325
PEPE	U.S.	1,671,208
PEPE	U.S. (CALIFORNIA State Reg.)	93804
PEPE	U.S. (NEW YORK State Reg.)	R-26435
PEPE	U.S. (TEXAS State Reg.)	50973
PEPE JEANS LONDON	U.S.	1,861,869
PEPE JEANS LONDON	U.S.	1,947,226
PEPE JEANS LONDON	U.S.	2,886,126
UNITED KINGDOM BY PEPE JEANS LONDON	U.S.	(77/545875)

**COPYRIGHTS**

COUNTRY	TITLE	REG. NO.	REG. DATE	NEXT ACTION AND DUE DATE
U.S.	SCOLA DESIGN (EMBROIDERY) 	VA1-261-022	30-Apr-2004	Expiration 31-Dec-2098