

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>		NEW ASSIGNMENT	
<b>NATURE OF CONVEYANCE:</b>		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
Walter Ginsberg		10/26/2010	INDIVIDUAL: UNITED STATES
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	Jones Investment Co. Inc.		
<b>Street Address:</b>	1007 Orange Street		
<b>Internal Address:</b>	Suite 225		
<b>City:</b>	Wilmington		
<b>State/Country:</b>	DELAWARE		
<b>Postal Code:</b>	19801		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 1</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
Registration Number:	3302469	WEAREVER GIRL	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(212)921-5370		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	212 642-3867		
<b>Email:</b>	kb@jny.com		
<b>Correspondent Name:</b>	Katherine Blaukopf		
<b>Address Line 1:</b>	1411 Broadway		
<b>Address Line 2:</b>	39th Floor Legal Department		
<b>Address Line 4:</b>	New York, NEW YORK 10018		
<b>NAME OF SUBMITTER:</b>	Laurie J. Gentile		
<b>Signature:</b>	/laurie j. gentile/		
<b>Date:</b>	12/28/2010		

CH \$40.00 3302469

**Total Attachments: 10**

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## ASSIGNMENT

This ASSIGNMENT from WALTER GINSBERG, an individual and sole proprietorship, with an address at 51 Rolling Ridge Road, Upper Saddle River, New Jersey 07458 (“Assignor”), to JONES INVESTMENT CO. INC., a Delaware corporation with an address at 1007 Orange Street, Suite 225, Wilmington, DE 19801 (“Assignee”), is entered into and effective as of the date last written below.

## WITNESSETH

WHEREAS, Assignor is the sole owner of the entire right, title and interest in and to the trademark WEAREVER GIRL for clothing, including **United States Registration No. 3,302,469** for WEAREVER GIRL for knit and woven tops, pants, skirts and dresses in International Class 25, and of the goodwill of the business in connection with which the mark is used and which is symbolized by the mark (the “Mark”):

WHEREAS, Assignee desires to acquire from Assignor, and Assignor is willing to assign to Assignee, all of Assignor’s right, title and interest in and to the Mark, and the goodwill of the business associated therewith and all trademark applications and registrations therefor, together with the right to recover for any past, present and future infringements and violations thereof;

NOW, THEREFORE, to all whom it may concern, be it known that for U.S. One Dollar and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby sells, assigns, transfers and conveys to Assignee, the entire right, title and interest in and to the Mark, and all registrations and applications therefor, including **U.S. Registration No. 3,302,469**, and the goodwill of the business in connection with

which the Mark is used and which is symbolized by the Mark, together with the right to recover for past, present and future infringements and violations thereof.

Further, Assignor agrees that, upon request and without further compensation, but at no expense to Assignor, it and its legal representatives, heirs and assigns shall undertake all lawful acts, including the execution of papers and the giving of testimony, that may be necessary or desirable for maintaining, renewing or enforcing the Mark and the applications and registrations therefor.

Assignor represents and warrants that it has not granted and will not grant to others any rights inconsistent with the rights granted herein.

This Assignment shall inure to the benefit of Assignee and its successors, assigns, and legal representatives, and shall be binding upon Assignor and its officers, employees, successors, heirs, assigns, related entities, and legal representatives.

IN WITNESS WHEREOF, the parties hereto have executed this Assignment, through their duly authorized representatives, on the date(s) set forth below.

WALTER GINSBERG

Dated: September 23 2010

By: 

Name: Walter Ginsberg

Title: Vice President, Girls Division

ACCEPTED:

JONES INVESTMENT CO. INC.

Dated: ~~September~~ <sup>October</sup> 26, 2010

By: 

Name: Robin Mandell

Title: Asst Treasurer

## TRADEMARK AGREEMENT AND ASSIGNMENT

TRADEMARK AGREEMENT AND ASSIGNMENT (the "Agreement"), dated as of September ~~22~~ 2010 (the "Effective Date"), by and between Walter Ginsberg, an individual and sole proprietorship, with an address at 51 Rolling Ridge Road, Upper Saddle River, New Jersey 07458 ("Ginsberg"), on the one hand, and Jones Investment Co. Inc., a Delaware corporation with offices at 1007 Orange Street, Suite 225, Wilmington, Delaware 19801 ("JICO") and Jones Jeanswear Group, Inc., a New York corporation with offices at 1441 Broadway, New York, New York 10018 ("JJG"), on the other hand.

WHEREAS, Ginsberg has adopted and has used the trade name, trademark and service mark WEAREVER GIRL on, for and in connection with girls' apparel sizes 2 – 16, marketed and sold in the United States through various department stores and websites and is the owner of a United States trademark registration for the mark WEAREVER GIRL for knit and woven tops, pants, skirts, and dresses in International Class 25; and

WHEREAS, Ginsberg desires to grant in perpetuity and irrevocably to JICO and JICO desires to obtain from Ginsberg in perpetuity and irrevocably, any and all right, title and interest owned by Ginsberg in and to the WEAREVER GIRL mark, as used on, for and in connection with apparel, or as may be used now and in the future as a trademark, trade name, service mark, domain name and/or corporate name, on or in connection with any related product or service whatsoever, including, but not limited to, apparel of any kind ("Apparel"), footwear, accessories, handbags, bags, outerwear, scarves, hats, gloves, belts, fragrances, hair care, cosmetics, eyewear, jewelry, watches, home fashions, luggage and retail store services (collectively, the "Related Products").

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

1. Assignment of WEAREVER GIRL Mark.

(a) Ginsberg shall and hereby does irrevocably assign, grant, transfer and convey, exclusively and in perpetuity, free and clear of all liens and encumbrances, to JICO, all of his right, title and interest in and to (i) the trade name, trademark, logo and service mark WEAREVER GIRL, whether printed, in signature form, as used or reproduced in any variation, style or manner whatsoever, in part or in whole, alone or together with other names, words, symbols, designs, colors or other combination, as used on and in connection with Apparel (the "WEAREVER GIRL Mark"), (ii) any and all related United States or foreign trademark registrations and applications for registration of the WEAREVER GIRL Mark, including the applications and registrations set forth on Schedule 1 hereto, (iii) the goodwill of the business associated with such WEAREVER GIRL Mark, together with any and all claims relating thereto or arising therefrom, including the right to sue and recover damages for past, present and future infringements thereof; and (iv) any and all designs, sketches, drawings, signature patterns, labels,

packaging, advertising and marketing materials incorporating, used or associated with the WEAREVER GIRL Mark (the "Associated Materials").

(b) As of the Effective Date, Ginsberg shall cease all manufacturing, sourcing, distribution, marketing, advertising, promotion and sale of Apparel or other products and services bearing, offered for sale or sold under or in connection with the WEAREVER GIRL Mark. At JICO's request, he shall transfer and deliver to JICO or its Affiliates his remaining inventory of products bearing the WEAREVER GIRL Mark, if any and specified Associated Materials in Ginsberg's control, custody or possession. The Parties acknowledge and agree that final shipments by Ginsberg of WEAREVER GIRL products to retail customers will conclude by

9/30/01.

2. Consideration. In consideration of the rights and goodwill granted, assigned and transferred by Ginsberg to JICO herein, JICO shall pay Ginsberg compensation of One Dollar, receipt of which is hereby acknowledged, which amount the Parties agree to be full and sufficient consideration.

3. Employment. Upon the transfer and assignment set forth in Section 1, JICO shall license the WEAREVER GIRL Mark to JJG, an Affiliate of JICO, to use and grant sublicenses to use the WEAREVER GIRL Mark on and in connection with Apparel and other Products. JJG shall offer Ginsberg a sales position on such terms and conditions agreed upon between JJG and Ginsberg, and subject to the customary policies and procedures of JJG and its Affiliates. The Parties acknowledge that JJG has fulfilled this obligation as of the Effective Date.

4. Consent to Registration. Ginsberg hereby consents to the application for and registration by JICO or its Affiliates, successors and assigns, in the United States and throughout the world, of the WEAREVER GIRL Mark and any variant or combination thereof as shall be used by JICO or its Affiliates, in its discretion, in or as a trademark, trade name, service mark, domain name and/or corporate name on or in connection with Products. Ginsberg further agrees to cooperate fully by providing to JICO and/or JJG reasonable evidence, documents and materials substantiating the past, present and ongoing use of the WEAREVER GIRL Mark, and by executing and/or filing the Assignment of U.S. Trademark document in substantially the form attached hereto as Exhibit A, and any and all documentation of any nature that may be reasonably necessary or desirable to ensure that the rights of JICO in and to the WEAREVER GIRL Mark in or as a trademark, trade name, service mark, domain name and/or corporate name on or in connection with Products, are fully protected and/or enhanced under any and all applicable laws around the world. All costs and expenses associated with the maintenance and registration of the WEAREVER GIRL Mark as a trademark, trade name, service mark, domain name and/or corporate name shall be borne by JICO and/or JJG.

5. Warranties and Representations of Ginsberg. Ginsberg hereby warrants and represents to JICO that: (i) he is the sole owner of all right, title and interest in and to the WEAREVER GIRL Mark and of all goodwill associated therewith, and of all registrations and applications for registration of the WEAREVER GIRL Mark, a complete listing of which is set

forth on Schedule 1 hereto; (ii) there is no use, registration or application for registration by Ginsberg or any Person other than Ginsberg of the WEAREVER GIRL Mark or any name confusingly similar to the WEAREVER GIRL Mark for Products; (iii) there are no challenges or claims of any kind with respect to Ginsberg's exclusive rights in and to the WEAREVER GIRL Mark; (iv) there are no challenges or claims of any kind with respect to Ginsberg's right to assign the WEAREVER GIRL Mark free and clear of all encumbrances; (v) no filing with, and no permit, authorization, consent or approval of any court of competent jurisdiction, regulatory authority or other governmental entity or public body, domestic or foreign, is necessary for, or material to, the consummation by Ginsberg of the assignment contemplated by this Agreement; and (vi) execution and delivery of this Agreement and the assignment hereunder does not, and the performance by Ginsberg of his obligations hereunder, will not conflict in any respect with, or result in a breach of or default under, any contract, license, franchise, permit or any other agreement or instrument to which Ginsberg is a party or by which he or the WEAREVER GIRL Mark may be affected or bound that, singly or in the aggregate, would have a materially adverse effect on this Agreement or the WEAREVER GIRL Mark, or Ginsberg's ability to consummate the assignments contemplated by, or carry out his obligations under, this Agreement.

6. Covenants. Ginsberg covenants and agrees never, directly or indirectly, to: (i) challenge the validity or the ownership by JICO or any Affiliate or successor in interest thereof of the WEAREVER GIRL Mark for any Products, or any trademark or domain name application or registration related thereto; (ii) contest the fact that Ginsberg has fully, irrevocably and in perpetuity granted to JICO hereunder any and all right, title and interest in and to the WEAREVER GIRL Mark; (iii) use, register or seek to register the WEAREVER GIRL Mark for Products or permit or induce any other Person to do so; (iv) attempt to grant, license, assign or transfer to any party other than JICO the right to use the WEAREVER GIRL Mark for any Products; (v) consent to the use, application or registration of the WEAREVER GIRL Mark for any Products by any party other than JICO or its Affiliates; or (vi) assert or take a position that the rights granted hereunder are against public policy under the laws of any jurisdiction, anywhere in the world.

7. Indemnification. Ginsberg agrees to indemnify and hold harmless JICO, JJG and their Affiliates, directors, officers, employees and shareholders, and those of its Affiliates, from any and all actual claims, causes of action, liabilities, losses, costs, damages, fees and expenses (including without limitation, attorneys' fees and disbursements) suffered or incurred by JICO, JJG or any of the foregoing Persons as a result of, arising directly or indirectly from, or in connection with: (i) any breach or non-performance by Ginsberg of any obligation, duty, representation, covenant, warranty or undertaking set forth in this Agreement, and (ii) the business and activities conducted by Ginsberg under and in connection with the WEAREVER GIRL Mark prior to the Effective Date, including without limitation, any claim that the WEAREVER GIRL Mark infringes (or is alleged to have infringed) any United States or, as applicable, any state, common law or foreign, patent, trademark, trade name, trade dress, copyright or other intellectual property right, or constitutes (or is alleged to constitute) the basis for any claim of unfair competition, trademark dilution, disparagement or misappropriation.

8. Consent to Injunction. The parties acknowledge that the rights which Ginsberg is granting to JICO are extraordinary and unique and cannot be replaced or adequately compensated in money damages and any breach by Ginsberg of this Agreement will cause irreparable injury to JICO and/or JJG. Therefore, Ginsberg agrees that in the event of breach of this Agreement by Ginsberg, JICO and JJG in addition to any other remedies that might be available to them, shall have the right to seek from any court having jurisdiction such equitable relief as may be appropriate, including a decree enjoining any further breach of this Agreement and enjoining Ginsberg from granting the same rights to any other person, firm, corporation, entity or organization.

9. Authority Relative to This Agreement. Ginsberg has full legal capacity to execute and deliver this Agreement and to consummate the transactions contemplated hereby. This Agreement has been duly and validly executed by Ginsberg and constitutes a valid and binding agreement of Ginsberg fully enforceable against him in all respects.

10. Confidentiality of Information.

(a) Ginsberg shall maintain in confidence and shall not disclose to any person or entity whatsoever any Information (as defined below) concerning JICO, JJG and their Affiliates, provided, however, that Ginsberg shall not be precluded from disclosing such Information to the extent that such Information: (i) is already in the public domain at the time of such use or disclosure other than as a result of a breach of this Agreement; or (ii) disclosure thereof is required by law, regulation, governmental body or authority or by court order, provided further, however, that Ginsberg shall provide JICO and JJG with prompt written notice of any such request or requirement so that JICO and JJG may seek a protective order or other appropriate remedy. If Ginsberg is ultimately required to disclose the Information to any tribunal, Ginsberg may, without liability hereunder, disclose to such tribunal only that portion of the Information which is legally required to be disclosed. For the purposes of this Section, the term "Information" shall mean all information or knowledge of, or pertaining to, JICO, JJG or their Affiliates, including, but not limited to the Products, the affairs and assets, financial data, position and results of operations, prospects, strategic plans, processes, know-how, trade secrets, marketing strategy, pricing practices, customer lists, business plans, designs, long term planning and all other proprietary information. This obligation shall survive the expiration or earlier termination of this Agreement.

(b) Notwithstanding the foregoing, Ginsberg may disclose such Information on an as-needed basis to personnel, staff, collaborators and/or employees of JICO or JJG, in order to perform any duties or obligations hereunder, so long as such individuals are advised of the confidentiality provisions of this Agreement. This obligation shall survive the expiration or earlier termination of this Agreement.

11. Confidentiality of Agreement. The parties hereto agree that each of them shall maintain in confidence and shall not disclose nor permit any of their respective personnel, staff, employees, officers or directors to disclose to any other Person whatsoever, except to the parties' respective attorneys and accountants, and then only on an as-needed basis, any of the



terms of this Agreement, except to the extent same is required by law, regulation, governmental body or authority or court order.

12. Prior Agreements. This Agreement contains the entire understanding of the parties, and supersedes all prior representations, understandings or agreements, oral or written, of the parties with respect to the matters contemplated hereby and can be modified only by a written instrument signed by the parties.

13. Further Assurances. The parties hereby agree to execute and deliver all such instruments and documents and to perform such acts and to do such other things as may be necessary to further the purposes of this Agreement.

14. Severability. Any provision of this Agreement that is invalid or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity or unenforceability without invalidating the remaining provisions needed or affecting the validity or enforceability of such provision in any other jurisdiction.

15. Infringement. If Ginsberg, in the course of his activities, should acquire knowledge of any violation of JICO's exclusive right to own and use the WEAREVER GIRL Mark hereunder, he shall immediately communicate such knowledge to JICO and JJG and assist JICO in any action it shall elect to take, at JICO's expense and under its full control, in order to protect such rights.

16. Governing Law. This Agreement shall be governed by the laws of the United States of America as to trademarks and by the laws of the State of New York, without regard to its internal conflict of laws principles.

17. Jurisdiction Venue. The parties hereby agree that any action arising out of or relating in any way to this Agreement or the transactions contemplated hereby must be brought and enforced in the United States District Court for the Southern District of New York within the City of New York, or the Courts of the State of New York, within the City of New York, and the parties hereby consent to personal jurisdiction in such forum and waive any objection to the suitability or convenience thereof.

18. Assignment. This Agreement and all of the provisions hereof shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors, designees, heirs and permitted assigns, including Ginsberg's executors and administrators. This Agreement and the rights, interest or obligations hereunder shall not be assigned by Ginsberg without the prior written consent of JICO and JJG and any attempt to assign this Agreement without JICO's and JJG's consent shall be void and of no effect.

19. Amendments and Waivers. No amendment or waiver of any provision of this Agreement shall be binding on any party, unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision, nor shall any waiver constitute a continuing waiver unless otherwise expressly provided.

20. Headings. The division of this Agreement into articles, sections, subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

21. Agreement Jointly Prepared by the Parties. The parties have jointly prepared this Agreement. The parties mutually warrant and represent that all parties hereto have been represented by counsel of their own choice in the negotiation and preparation of this Agreement and that this Agreement is executed voluntarily and without duress or undue influence on the part or on behalf of the parties and should not be construed against any party solely because they drafted all or a portion hereof.

22. No Brokers. The parties represent and warrant to each other that all negotiations relating to this Agreement and the transactions contemplated hereby have been carried on without the intervention of any person acting on behalf of Ginsberg and of JICO or JJG in such manner as to give rise to any valid claim against JICO, JJG or their Affiliates, or Ginsberg, respectively, for any brokerage or finder's commission, fee or similar compensation.


23. Definitions. For the purposes of this Agreement, the term "Affiliates" shall mean any Person that, directly or indirectly, controls, is controlled by, or is under common control with JICO, and the term "Person" shall mean a natural person, partnership (whether general or limited and whether domestic or foreign), trust, estate, association, corporation, custodian, nominee or any other individual or entity in its own or any representative capacity. )

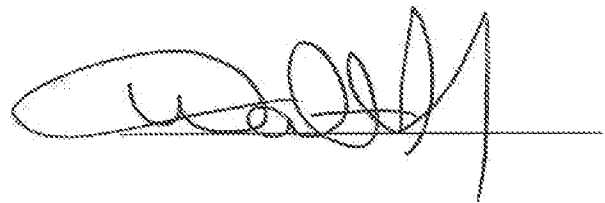
24. Counterparts. This Agreement may be executed by facsimile or electronic signature in .pdf format and in any number of counterparts, but all of such counterparts taken together shall be deemed to constitute one and the same instrument.

**IN WITNESS WHEREOF**, the parties have executed and have caused this Agreement to be executed by officers duly authorized thereunto as of the date first above written.

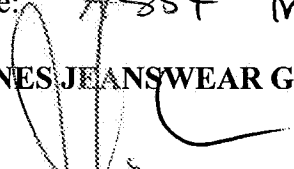
**JONES INVESTMENT CO. INC.**

**WALTER GINSBERG**

By:   
Name: Robin Mandell  
Title: Asst Treasurer



**JONES JEANSWEAR GROUP, INC.**

By:   
Name: JACK GROSS  
Title: GROUP CEO

**Schedule 1**

United States:

TRADEMARK	SERIAL NO.	FILING DATE	REG'N NO.	REG'N DATE
WEAREVER GIRL	78/936,196	July 24, 2006	3,302,469	October 2, 2007

Foreign Jurisdictions:        NONE

TRADEMARK	SERIAL NO.	FILING DATE	REG'N NO.	REG'N DATE

EXHIBIT A

Form of U.S. Trademark Assignment