

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Retail Ventures Licensing, Inc.		04/07/2011	CORPORATION: OHIO
RECEIVING PARTY DATA			
Name:	Leslie Fayt LLC		
Street Address:	463 Seventh Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK		
PROPERTY NUMBERS Total: 5			
Property Type	Number	Word Mark	
Registration Number:	1609153	LESLIE FAY	
Registration Number:	3218760	LESLIE FAY	
Registration Number:	3199657	LESLIE FAY INTIMATE	
Registration Number:	3218761	LESLIE FAY SPORT	
Registration Number:	3199658	LESLIE FAY WOMAN	
CORRESPONDENCE DATA			
Fax Number:	(212)704-5987		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-704-6125		
Email:	trademarks@troutmansanders.com		
Correspondent Name:	Troutman Sanders LLP		
Address Line 1:	600 Peachtree St., NE STE 5200		
Address Line 2:	c/o TM DKT CLK/KMZ		
Address Line 4:	Atlanta, GEORGIA 30308-2216		
ATTORNEY DOCKET NUMBER:	357042.000014		

OP \$140.00 1609153

900188954

**TRADEMARK
 REEL: 004519 FRAME: 0384**

NAME OF SUBMITTER:	Karl M. Zielaznicki, Esq.
Signature:	/kmz/
Date:	04/11/2011
Total Attachments: 9 source=leslifayassignment#page1.tif source=leslifayassignment#page2.tif source=leslifayassignment#page3.tif source=leslifayassignment#page4.tif source=leslifayassignment#page5.tif source=leslifayassignment#page6.tif source=leslifayassignment#page7.tif source=leslifayassignment#page8.tif source=leslifayassignment#page9.tif	

TRADEMARK ASSIGNMENT

This Trademark Assignment (this "Assignment") is made and entered into as of April 7, 2011 by and between RETAIL VENTURES LICENSING, INC., an Ohio corporation, having its principal office at 4150 East 5th Avenue, Columbus, Ohio 43219 (the "Assignor"), and LESLIE FAYT LLC, a New York limited liability company, having its principal office at 463 Seventh Avenue, New York, NY 10018 (the "Assignee").

RECITALS

A. Assignor and Assignee have entered into an Asset Purchase Agreement dated as of April 7, 2011 (the "Purchase Agreement").

B. Pursuant to the Purchase Agreement, Assignor desires to sell, and Assignee wishes to purchase, all of the Assignor's right, title and interest in and to the Purchased IP Assets in accordance with the terms and conditions of the Purchase Agreement including, without limitation, the trademarks, trade names and domain names listed on Exhibit A (collectively, the "Trademarks").

NOW, THEREFORE, in consideration of the mutual promises and covenants contained in the Purchase Agreement and herein, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignor does hereby sell, assign, transfer and convey and deliver to Assignee, and Assignee hereby accepts, all of Assignor's worldwide right, title and interest in and to the Trademarks and any and all goodwill in or relating thereto, the same to be held by Assignee for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns, designees, nominees and other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignor if this Assignment and sale had not been made, together with all causes of action (in law or equity), claims, demands, and any other rights for, or arising from any past, present, or future infringement of the Trademarks, along with the right to sue for and collect any damages for the use and benefit of Assignee and Assignee's successors, assigns, designees, nominees and other legal representatives.

2. Each of the parties hereto shall execute, acknowledge and deliver such other documents and instruments and take such further actions as may be reasonably required or desired to carry out the provisions hereof and give effect to the transactions contemplated under the Purchase Agreement and this Assignment.

3. This Assignment shall be binding upon and inure to the benefit of Assignor, Assignee and their respective successors and assigns.

4. If any conflict exists between the terms of this Assignment and the terms of the Purchase Agreement or if any defined terms are used but not defined herein, the terms and definitions of the Purchase Agreement shall govern and control.

ACCEPTED AND AGREED:

LESLIE FAYT LLC

By: *John Pomerantz*
Name: John Pomerantz
Title: Manager

State of New York)
County of New York) ss.:

On this 10 day of April, 2011, before me, John Pomerantz, personally appeared, a manager of Leslie Fayt LLC, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity and that by his/her signature on the instrument the person, or the entity upon behalf of which he/she acted, executed the instrument.

WITNESS my hand and official seal.

Corinne Pezzato
Notary Public

CORINNE PEZZATO
Notary Public, State of New York
No. 01PE4871372
Qualified in New York County
Commission Expires November 30, 2011

EXHIBIT A

Any and all marks containing "Leslie Fay" including, without limitation:

Leslie Fay Woman
Leslie Fay Intimate
Leslie Fay Sport

EXHIBIT B

UNITED STATES TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Appln or Reg#	Classes	Goods
UNITED STATES	LESLIE FAY	1,609,153	25	Dresses, Blouses, Skirts, Sweaters, Jackets, Coats, Suits, Scarves, Shawls, Tunics, Tank Tops, Pants, Shorts, Knickers, Wrap-Arounds, and Culottes
UNITED STATES	LESLIE FAY	3,218,760	14 18 25	Jewelry, including rings, earrings, necklaces, bracelets, chokers, watches, pins, brooches, and decorative body ornaments and rings; handbags; all shoes and hosiery
UNITED STATES	LESLIE FAY INTIMATE	3,199,657	25	Missy and women's intimate apparel and sleepwear
UNITED STATES	LESLIE FAY SPORT	3,218,761	14 25	Watches; missy active wear and casual knit & woven tops, bottom, jackets, jeans, t-shirts, shoes, belts, scarves, hats, clothing belts, socks
UNITED STATES	LESLIE FAY WOMAN	3,199,658	14 25	Watches; women's active wear and casual knit & woven tops, bottom, jackets, jeans, t-shirts, shoes, belts, scarves, hats, clothing belts, socks

FOREIGN TRADEMARK REGISTRATIONS AND APPLICATIONS

Country	Trademark	Appln or Reg#	Classes	Goods
AUSTRALIA	LESLIE FAY	B163141	25	Women's and misses dresses
BENELUX	LESLIE FAY	304,564	25	Women's and misses dresses
CANADA	A LESLIE FAY ORIGINAL	104,354	25	Ladies', Misses', Junior Misses' and Teen Age Girls' Dresses
CANADA	LESLIE FAY	366,927	25	Dresses, Blouses, Skirts, Sweaters, Jackets, Coats, Suits, Scarves, Shawls, Tunics, Tank Tops, Pants, Shorts, Knickers, Wrap-Arounds, and Culottes
COLOMBIA	LESLIE FAY	131,973	25	Dresses, Blouses, Skirts, Sweaters, Jackets, Coats, Suits, Scarves, Shawls, Tunics, Tank Tops, Pants, Shorts, Knickers, Wrap-Arounds, and Culottes
COSTA RICA	LESLIE FAY	44,835/23825	25	Clothing, Costume Jewelry for Women & Girls
DENMARK	LESLIE FAY	VA 142 1959	25	Women's and misses dresses
DENMARK	LESLIE FAY	VA 1642 1960	25	Women's and misses dresses
EL SALVADOR	LESLIE FAY	243/44	25	Clothing, Footwear, Headgear
FRANCE	LESLIE FAY	1,251,036	25	Ladies, Misses, Juniors, Girls Dresses
GERMANY	LESLIE FAY	749,381	25	Women's and misses dresses

GREECE	LESLIE FAY	49,323	25	Dresses, Blouses, Skirts, Sweaters, Jackets, Coats, Suits, Scarves, Shawls, Tunics, Tank Tops, Pants, Shorts, Knickers, Wrap-Arounds, and Culottes
GUATEMALA	LESLIE FAY	85,993	25	Women's and misses dresses
HONDURAS	LESLIE FAY	19,418	25	Women's and misses dresses
HONG KONG	LESLIE FAY	1585/1971	25	Ladies, Misses, Juniors, Girls Dresses
HUNGARY	LESLIE FAY	136,991	25	Dresses, Blouses, Skirts, Sweaters, Jackets, Coats, Suits, Scarves, Shawls, Tunics, Tank Tops, Pants, Shorts, Knickers, Wrap-Arounds, and Culottes
INDIA	LESLIE FAY	1,303,441	25	Ladies, Misses, Juniors, Girls Dresses
ISRAEL	LESLIE FAY	17411	25	Ladies, Misses, Juniors, Girls Dresses
ITALY	LESLIE FAY	373,281	25	Women's and misses dresses
JAPAN	LESLIE FAY	1,518,273	25	Women's and misses dresses
JAPAN	LESLIE FAY	2,246,433	25	Women's and misses dresses
JAPAN	LESLIE FAY	2,289,868	25	Women's and misses dresses
JAPAN	LESLIE FAY	2,714,608	17	Dresses, Suits, Coats, Sporting Clothing and other Ladies Clothing, and all other goods in the Class.
JAPAN	LESLIE FAY	3,057,129	18	Bags

JAPAN	LESLIE FAY	3,078,435	25	Belts
MEXICO	LESLIE FAY	522497	25	Dresses, Blouses, Skirts, Sweaters, Jackets, Coats, Suits, Scarves, Shawls, Tunics, Tank Tops, Pants, Shorts, Knickers, Wrap-Arounds, and Culottes
MEXICO	LESLIE FAY	703868	25	Clothing, Footwear, Headgear
NEW ZEALAND	LESLIE FAY	99425	25	Dresses, Blouses, Skirts, Sweaters, Jackets, Coats, Suits, Scarves, Shawls, Tunics, Tank Tops, Pants, Shorts, Knickers, Wrap-Arounds, and Culottes
NEW ZEALAND	LESLIE FAY	63257	25	Ladies, Misses, Juniors, Girls Dresses
NICARAGUA	LESLIE FAY	9446 R.P.I.	25	Ladies, Misses, Juniors, Girls Dresses
NORWAY	LESLIE FAY	53,037	25	Ladies, Misses, Juniors, Girls Dresses
PANAMA	LESLIE FAY	18,253	25	Ladies, Misses, Juniors, Girls Dresses
PHILIPPINES	LESLIE FAY	66,853	25	Dresses, Blouses, Skirts, Sweaters, Jackets, Coats, Suits, Scarves, Shawls, Tunics, Tank Tops, Pants, Shorts, Knickers, Wrap-Arounds, and Culottes
POLAND	LESLIE FAY	79873	25	Ladies, Misses, Juniors, Girls Dresses

RUSSIA	LESLIE FAY	121,367	25	Ladies, Misses, Juniors, Girls Dresses
SOUTH AFRICA	LESLIE FAY	860,3695	25	Ladies, Misses, Juniors, Girls Dresses
SRI LANKA	LESLIE FAY	71,852	25	Clothing, Footwear, Headgear
SWITZERLAND	LESLIE FAY	299,673	25	Dresses, Blouses, Skirts, Sweaters, Jackets, Coats, Suits, Scarves, Shawls, Tunics, Tank Tops, Pants, Shorts, Knickers, Wrap-Arounds, and Culottes
TAIWAN	LESLIE FAY	696,975	25	Clothing, Footwear, Headgear
UNITED KINGDOM	LESLIE FAY	813,895	25	Ladies, Misses, Juniors, Girls Dresses
VENEZUELA	LESLIE FAY	153,761	25	Clothing, Footwear, Headgear
VENEZUELA	LESLIE FAY	72,180-F	25	Dresses