

**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

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
ITEM-EYES, INC.		05/05/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	KBL GROUP INTERNATIONAL LTD.
<b>Street Address:</b>	1410 Broadway
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10018
<b>Entity Type:</b>	CORPORATION: NEW YORK

**PROPERTY NUMBERS Total: 10**

Property Type	Number	Word Mark
Registration Number:	1915116	REQUIREMENTS
Registration Number:	1915117	REQUIREMENTS PETITE
Registration Number:	2950324	REQUIREMENTS SPORT
Registration Number:	1913456	REQUIREMENTS WOMAN
Registration Number:	3357790	RODEO DIVA
Registration Number:	1175311	ITEM-EYES
Registration Number:	1915118	LESLIE STEVEN
Registration Number:	2085023	NOUVEAUX
Registration Number:	3661534	R.E.Q.
Registration Number:	2799374	RQT

**CORRESPONDENCE DATA**

Fax Number: (212)336-2222  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 2123362000

**900191324**

**TRADEMARK  
 REEL: 004537 FRAME: 0100**

**OP \$265.00 1915116**

Email: IPDOCKETING@PBWT.COM  
Correspondent Name: Paul Hawthorne, Esq.  
Address Line 1: Patterson Belknap Webb & Tyler LLP  
Address Line 2: 1133 Avenue of the Americas  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:	C6912-001(P.HAWTHORNE)
NAME OF SUBMITTER:	Paul Hawthorne
Signature:	/Paul Hawthorne/
Date:	05/09/2011
Total Attachments: 5 source=C6912-001ass0#page1.tif source=C6912-001ass0#page2.tif source=C6912-001ass0#page3.tif source=C6912-001ass0#page4.tif source=C6912-001ass0#page5.tif	

**ASSIGNMENT OF INTELLECTUAL PROPERTY**

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of May 5, 2011, is by and between ITEM-EYES, INC., a Delaware corporation (the "Assignor"), and KBL GROUP INTERNATIONAL LTD., a New York corporation (the "Assignee");

**WITNESSETH:**

WHEREAS, Assignor and Assignee are parties, together with Hampshire Group Limited, a Delaware corporation ("Parent"), to an Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which Assignee is purchasing from Assignor and Parent the Acquired Assets, as defined and more fully described in the Agreement, including the Business Intellectual Property (as such term is defined in the Agreement); and

WHEREAS, in accordance with the Agreement, the Assignor wishes to assign all of its right, title and interest in and to the Business Intellectual Property to Assignee.

NOW, THEREFORE, in consideration of the mutual agreements contained in the Agreement and herein, and subject to all of the terms and conditions specified therein and herein, the parties hereto agree as follows:

1. Assignment. Assignor hereby sells, transfers and assigns to Assignee, effective as of the date hereof, Assignor's right, title and interest in and to the Business Intellectual Property, set forth on Schedule A annexed hereto, free and clear of all Encumbrances (as defined in the Agreement). Following this sale, transfer and assignment, Assignor shall refrain from any future use of the Business Intellectual Property.

2. Further Assurances. Each of Assignor and Assignee shall, from time to time on being reasonably requested to do so by the other party, now or at any time in the future, take all reasonable commercial actions and shall cause its respective Affiliates (as defined in the Agreement) to cause such action necessary to do or procure the doing of all such acts and/or execute or procure the execution of all such documents in a form reasonably satisfactory to the other party as the other party may reasonably consider necessary for giving full effect to this Assignment of Intellectual Property and securing to the other party the full benefit of the rights, powers and remedies conferred upon the other party in this Assignment of Intellectual Property

3. Modification and Waiver. This Assignment of Intellectual Property may not be modified orally and may only be modified by a writing signed by the party against whom enforcement thereof is sought. Waivers of any terms or conditions of this Assignment of Intellectual Property must be in writing, signed by the party against whom such waiver is sought to be enforced. No waiver by any party of any breach hereunder shall be deemed a waiver of any other or subsequent breach.

4. Entire Agreement. All prior agreements and understandings between the parties hereto regarding the subject matter hereof are merged herein. This Assignment of Intellectual Property shall be binding upon and shall inure to the benefit of the parties hereto and their respective successors and assigns.

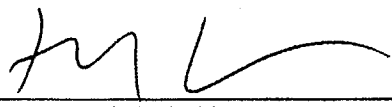
5. Counterparts. This Assignment of Intellectual Property may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single instrument.

6. Governing Law. This Assignment of Intellectual Property shall be governed by, and construed and enforced in accordance with, the laws of the State of New York without regard to the choice of law provisions thereof.

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IN WITNESS WHEREOF, the parties have executed this Assignment of  
Intellectual Property on the date first above written.

**ITEM-EYES, INC.**

By:   
Name: Heath L. Golden  
Title: Officer

**KBL GROUP INTERNATIONAL LTD.**

By: \_\_\_\_\_  
Name: Steven Begleiter  
Title: President

Schedule A  
Business Intellectual Property  
Owned by Item-Eyes, Inc.

<b>Trademarks Owned by Seller</b>				
Mark and Country	Application Number	Registration Number	Registration Date	Status
<b>FASHION REQUIREMENTS</b>				
China	5400408	5400408	12/7/2009	Registered
El Salvador	20060079462	170 Book 79	2/6/2007	Registered
Vietnam	4-2006-09255	102151	6/14/2006	Registered
<b>item-eyes</b>				
<b>ITEM-EYES (and design)</b>				
China	5400395	5400395	10/7/2009	Registered
El Salvador	20060079458	88 Book 79	1/31/2007	Registered
Hong Kong	300679672	300679672	7/13/2006	Registered
United States	73/261,715	1175311	10/27/1981	Registered
Vietnam	4-2006-09251	99334	4/9/2008	Registered
<b>LESLIE STEVEN</b>				
United States	74/570,046	1915118	8/29/1995	Registered
<b>NOUVEAUX</b>				
El Salvador	20060079464	85 Book 79	1/31/2007	Registered
United States	75/116,594	2085023	7/29/1997	Registered
<b>R.E.Q</b>				
United States	77/305,251	3661534	7/28/2009	Registered
<b>REQUIREMENTS</b>				
China	5400413			Pending <sup>1</sup>
El Salvador	20060079468	92 Book 79	1/31/2007	Registered
Mexico		488995		
Mexico		896973		
United States	74/570,036	1915116	8/29/1995	Registered
Vietnam	4-2006-09252	113935	6/14/2006	Registered

<sup>1</sup> This application was refused registration and is currently on appeal.

Mark and Country	Application Number	Registration Number	Registration Date	Status
<b>REQUIREMENTS PETITE</b>				
El Salvador	20060079466	110 Book 79	1/31/2007	Registered
United States	74/570,038	1915117	8/29/1995	Registered
Vietnam	4-2006-09254	102150	6/14/2006	Registered
<b>REQUIREMENTS SPORT</b>				
El Salvador	20060079460	147 Book 79	2/5/2007	Registered
United States	78/327,900	2950324	5/10/2005	Registered <sup>2</sup>
Vietnam	4-2006-09256	102441	6/14/2006	Registered
<b>REQUIREMENTS WOMAN</b>				
El Salvador	20060079467	172 Book 79	2/6/2007	Registered
United States	74/570,037	1913456	8/22/1995	Registered
Vietnam	4-2006-09253	114109	6/14/2006	Registered
<b>RODEA DIVA</b>				
China	540394	540394	10/21/2009	Registered
Hong Kong	300679681	300679681	7/13/2006	Registered
United States	78/876,700	3357790	12/18/2007	Registered
<b>RQT</b>				
China	5400407	5400407	10/7/2009	Registered
El Salvador	20060079461	91 Book 79	1/31/2007	Registered
Hong Kong	300679753	300679753	7/13/2006	Registered
United States	78/161,403	2799374	12/23/2003	Registered
<b>TARA RYAN</b>				
China	5400409	5400409	12/7/2009	Registered
El Salvador	20060079463	90 Book 79	1/31/2007	Registered
Hong Kong	300679735	300679735	7/13/2006	Registered
Vietnam	4-2006-09257	102094	6/14/2006	Registered

<sup>2</sup> Seller does not intend to renew this registration on May 10, 2011