

TRADEMARK ASSIGNMENT

Electronic Version v1.1
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SUBMISSION TYPE:		NEW ASSIGNMENT	
NATURE OF CONVEYANCE:		ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL	
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
HAMPSHIRE GROUP, LIMITED		05/05/2011	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	KBL GROUP INTERNATIONAL LTD.		
Street Address:	1410 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	3607413	SLEEK 'N SLENDER	
Registration Number:	3911196	4% SOLUTION	
CORRESPONDENCE DATA			
Fax Number:	(212)336-2222		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	2123362000		
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/		

OP \$65.00 3607413

Date:

05/09/2011

Total Attachments: 4

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ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS ASSIGNMENT OF INTELLECTUAL PROPERTY, dated as of May 5, 2011, is by and between HAMPSHIRE GROUP, LIMITED, 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 Item-Eyes, Inc., a Delaware corporation ("Seller"), to an Asset Purchase Agreement, dated as of the date hereof (the "Agreement"), pursuant to which Assignee is purchasing from Seller and Assignor 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.

HAMPSHIRE GROUP, LIMITED

By: 

Name: Heath L. Golden

Title: Chief Executive Officer and President

KBL GROUP INTERNATIONAL LTD.

By: _____

Name: Steven Begleiter

Title: President

TRADEMARK

REEL: 004537 FRAME: 0125

Schedule A
Business Intellectual Property
Owned by Hampshire Group, Limited

Trademarks Owned by Parent				
Mark and Country	Application Number	Registration Number	Registration Date	Status
SLEEK 'N SLENDER				
China	6774896	6774896	8/7/2010	Registered
United States	77/477,054	3607413	4/14/2009	Registered
4% SOLUTION				
United States	85/067,999	3,911,196	1/25/2011	Registered