

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
RNA Holdings, LLC		06/28/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Delta Galil USA, Inc.		
Street Address:	150 Meadowland Parkway		
City:	Secaucus		
State/Country:	NEW JERSEY		
Postal Code:	07094		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 46			
Property Type	Number	Word Mark	
Registration Number:	3579701	COMFORT WHEN IT MATTERS MOST.	
Registration Number:	3601584	COMFORT WHEN IT MATTERS MOST.	
Registration Number:	2618672	KAREN NEUBURGER	
Registration Number:	2722732	KAREN NEUBURGER	
Registration Number:	2897973	KAREN NEUBURGER	
Registration Number:	2588944	KAREN NEUBURGER	
Registration Number:	3331739	KAREN NEUBURGER	
Registration Number:	2243429	KAREN NEUBURGER	
Registration Number:	2316765	KAREN NEUBURGER	
Registration Number:	2384265	KAREN NEUBURGER	
Registration Number:	2374012	KAREN NEUBURGER	
Registration Number:	2952876	KAREN NEUBURGER	
Registration Number:	2497977	KAREN NEUBURGER PAJAMA PARTY	
Registration Number:	3057510	K·N	

TRADEMARK

900196267

REEL: 004575 FRAME: 0986

CH \$1165.00 3579701

Registration Number:	3178131	K·N
Registration Number:	3144352	K·N
Registration Number:	3057775	K·N
Registration Number:	3060184	K·N
Registration Number:	3326859	K·N KAREN NEUBURGER
Registration Number:	3690662	K·N KAREN NEUBURGER
Registration Number:	3248580	K·N KAREN NEUBURGER
Registration Number:	3336639	K·N KAREN NEUBURGER
Registration Number:	3257131	K·N KAREN NEUBURGER
Registration Number:	3326871	K·N KAREN NEUBURGER
Registration Number:	2259410	K N KAREN NEUBURGER
Registration Number:	3120792	K·N KAREN NEUBURGER
Registration Number:	3059414	KN KAREN NEUBURGER LOOK GOOD, GET COMFORTABLE
Registration Number:	3059415	KN KAREN NEUBURGER LOOK GOOD, GET COMFORTABLE
Registration Number:	2953426	KN KAREN NEUBURGER LOOK GOOD . . . GET COMFORTABLE
Registration Number:	3005163	KN KAREN NEUBURGER LOOK GOOD . . . GET COMFORTABLE
Registration Number:	3227786	K·N CARES
Registration Number:	3337480	K·N COOL
Registration Number:	3697143	K·N COOL
Registration Number:	3413582	K·N HOME KAREN NEUBURGER
Registration Number:	3589062	KN HOME KAREN NEUBURGER
Registration Number:	3413581	K·N HOME KAREN NEUBURGER
Registration Number:	3403238	K·N HOSPITALWEAR
Registration Number:	3331736	K·N KIDS KAREN NEUBURGER
Registration Number:	3413583	K·N KIDS NEUBURGER
Registration Number:	3479575	KN LUXURY HOME
Registration Number:	3326907	K·N MEN NEUBURGER
Registration Number:	3601583	K·N WELLNESS GOWN
Registration Number:	3729372	K·N WELLNESS GOWN
Registration Number:	1977290	SAN FRANCISCO NETWORK SFN
Registration Number:	3659371	SUNDAY BRUNCH
Registration Number:	3146636	THE SECRET LANGUAGE OF GIRLFRIENDS

Fax Number: (212)798-6915

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: jalbrink@pryorcashman.com

Correspondent Name: Teresa Lee

Address Line 1: c/o Pryor Cashman LLP, 7 Times Square

Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER:

9254.01

NAME OF SUBMITTER:

Teresa Lee

Signature:

/tle/

Date:

07/06/2011

Total Attachments: 9

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Trademark Assignment

This trademark assignment ("Assignment") is entered into as of June 28, 2011 (the "Effective Date") by and between RNA Holdings, LLC, a Delaware limited liability company ("Assignor"), and Delta Galil USA, Inc., a Delaware corporation ("Assignee").

For good and valuable consideration, the receipt of which is hereby acknowledged, Assignor hereby:

(A) irrevocably assigns to Assignee:

(1) Assignor's entire right, title, and interest, everywhere in the world, to

(a) the trademarks, trademark applications and trademark registrations (including foreign counterparts therefor made under any existing or future international, bi-lateral or multi-lateral trademark conventions, agreements or treaties) set forth in Schedule 1 attached hereto,

(b) all of the goodwill of the business symbolized by, or otherwise associated with, the trademarks and registrations set forth in subsection (A)(1)(a) above; and

(c) all of Assignor's other rights, privileges and priorities provided under state and federal law of the United States, and under the laws of any and all foreign jurisdictions with respect to the trademarks and registrations set forth in subsection (A)(1)(a) above, including without limitation, Assignor's common law rights and rights under the laws of unfair competition.

(all of the foregoing in this subsection (A)(1), collectively, the "Assigned Marks");

(2) Assignor's right to sue third parties for infringement (including but not limited to past, present and future infringement, damages and injunctive relief) of any of the Assigned Marks based on activities occurring prior to the Effective Date hereof or hereafter; and

(3) any current or future right of Assignor to receive royalties based on any of the foregoing, excluding, for the avoidance of doubt, any right to receive any royalties under any license agreement with respect to the foregoing that is paid or payable in respect of the period prior to the date hereof; and

(B) agrees upon the reasonable request (and at the expense) of Assignee (or its successors, assigns or legal representatives) to, and if Assignor is unable or unwilling to do so authorizes Assignee to act in Assignor's name to: (i) execute all oaths, assignments, powers and other documents, (ii) testify in any proceedings and otherwise take any action, and (iii) otherwise fully cooperate with Assignee, in each case to the extent reasonably necessary to perform Assignor's obligations hereunder in connection with securing, perfecting, enforcing and defending the Assigned Marks and Assignee's rights related to this Assignment.

(C) covenants that it has the full right to convey the interest assigned by this Assignment, and has not conveyed any interest in or right to the Assigned Marks to any third party, other than in connection with lending arrangements with The CIT Group/Commercial Services, Inc. and Plainfield Specialty Holdings II Inc., which security interests are being released pursuant to Trademark Releases dated as of the date hereof, and pursuant to license agreements with respect to such Assigned Marks that are in effect as of the date hereof.

(D) authorizes and requests the U.S. Patent and Trademark Office, or any foreign equivalent thereof, to record Assignee as the owner of the Assigned Marks as Assignee of Assignor's entire right, title and interest in, to and under the same, for the sole use and enjoyment of Assignee, its successors, assigns or other legal representatives.

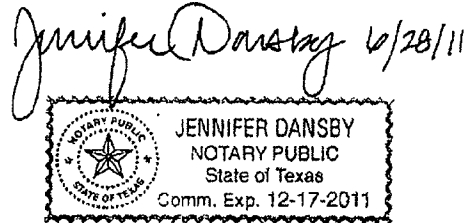
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For Assignor:

RNA HOLDINGS, LLC

By: Jessie Seay
Name: Jessie Seay
Title: Chief Financial Officer
Date: 6/28/11

Notary Seal:



For Assignee:

DELTA GALIL USA, INC.

Notary Seal:

By: _____
Name: _____
Title: _____
Date: _____

[Trademark Assignment Signature Page]

For Assignor:

Notary Seal:

RNA HOLDINGS, LLC

By: _____

Name:

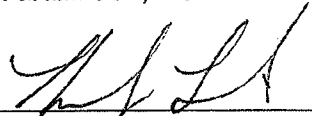
Title:

Date: _____

For Assignee:

Notary Seal:

DELTA GALIL USA, INC.

By:  _____

Name: THOMAS LINICO




Title: CFO


Date: _____



[Trademark Assignment Signature Page]





SCHEDULE 1**TRADEMARKS, APPLICATIONS AND REGISTRATIONS**


Mark / Class	Reg. No. or Appl. Ser. No.	Reg. Date or Appl. Filing Date
COMFORT WHEN IT MATTERS MOST in cl. 10	Reg. No. 3,579,701	Registered February 24, 2009
COMFORT WHEN IT MATTERS MOST in cl. 25	Reg. No. 3,601,584	Registered April 1, 2009
KAREN NEUBURGER in cl. 25	Reg. No. 2,316,765	Registered February 8, 2000
KAREN NEUBURGER in cl. 4	Reg. No. 2,588,944	Registered July 2, 2002
KAREN NEUBURGER in cl. 25	Reg. No. 2,384,265	Registered September 5, 2000
KAREN NEUBURGER in cl. 25	Reg. No. 2,374,012	Registered August 1, 2000
KAREN NEUBURGER in cl. 3	Reg. No. 2,618,672	Registered September 10, 2002
KAREN NEUBURGER in cl. 3	Reg. No. 2,897,973	Registered October 26, 2004
KAREN NEUBURGER in cl. 25	Reg. No. 2,952,876	Registered May 17, 2005
KAREN NEUBURGER in cl. 18	Reg. No. 3,331,739	Registered November 29, 2005
KAREN NEUBURGER in cl. 3	Reg. No. 2,722,732	Registered June 3, 2003
KAREN NEUBURGER in cl. 24	Reg. No. 2,243,429	Registered May 4, 1999
K-N in cl. 3	Reg. No. 3,057,510	Registered February 7, 2006

K·N in cl. 18	Reg. No. 3,144,352	Registered September 19, 2006
K·N in cl. 16	Reg. No. 3,178,131	Registered November 28, 2006
K·N in cl. 24	Reg. No. 3,060,184	Registered February 21, 2006
K·N in cl. 20	Reg. No. 3,057,775	Registered February 7, 2006
 KAREN NEUBURGER in cl. 25	Reg. No. 3,120,792	Registered July 25, 2006
 KAREN NEUBURGER in cl. 3	Reg. No. 3,326,859	Registered October 30, 2007
 KAREN NEUBURGER in cl. 9	Reg. No. 3,690,662	Registered September 29, 2009

 KAREN NEUBURGER in cl. 16	Reg. No. 3,248,580	Registered May 29, 2007
 KAREN NEUBURGER in cl. 18	Reg. No. 3,336,639	Registered November 13, 2007
 KAREN NEUBURGER in cl. 20	Reg. No. 3,257,131	Registered June 26, 2007
 KAREN NEUBURGER in cl. 24	Reg. No. 3,326,871	Registered October 30, 2007
 KAREN NEUBURGER in cl. 25	Reg. No. 2,259,410	Registered July 6, 1999
KN KAREN NEUBURGER LOOK GOOD, GET COMFORTABLE in cl. 4	Reg. No. 3,059,414	Registered October 31, 2001

KN KAREN NEUBURGER LOOK GOOD, GET COMFORTABLE in cl. 16	Reg. No. 3,059,415	Registered February 14, 2006
KN KAREN NEUBURGER LOOK GOOD . . . GET COMFORTABLE in cl. 20	Reg. No. 2,953,426	Registered May 17, 2005
KN KAREN NEUBURGER LOOK GOOD . . . GET COMFORTABLE in cl. 25	Reg. No. 3,005,163	Registered October 4, 2005
KAREN NEUBURGER PAJAMA PARTY in cl. 41	Reg. No. 2,497,977	Registered October 16, 2001
K·N CARES in cl. 35	Reg. No. 3,227,786	Registered April 10, 2007
K·N COOL in cl. 25	Reg. No. 3,697,143	Registered October 13, 2009
K·N COOL in cl. 25	Reg. No. 3,337,480	Registered November 13, 2007
 KAREN NEUBURGER in cl. 24	Reg. No. 3,413,581	Registered April 15, 2008
 KAREN NEUBURGER in cl. 20	Reg. No. 3,413,582	Registered April 15, 2008

 kn HOME KAREN NEUBURGER in cl. 21	Reg. No. 3,589,062	Registered March 10, 2009
K·N HOSPITALWEAR in cl. 10	Reg. No. 3,403,238	Registered March 25, 2008
 kn KIDS KAREN NEUBURGER in cl. 25	Reg. No. 3,331,736	Registered November 6, 2007
 kn KIDS KAREN NEUBURGER in cl. 25	Reg. No. 3,413,583	Registered October 4, 2005
KN LUXURY HOME in cl. 20	Reg. No. 3,479,575	Registered August 5, 2008
 kn MEN NEUBURGER in cl. 25	Reg. No. 3,326,907	Registered October 30, 2007
K·N WELLNESS GOWN in cl. 10	Reg. No. 3,601,583	Registered April 7, 2009

K·N WELLNESS GOWN in cl. 25	Reg. No. 3,729,372	Registered December 22, 2009
 in cl. 25	Reg. No. 1,977,290	Registered May 28, 1996
SUNDAY BRUNCH in cl. 25	Reg. No. 3,659,371	Registered July 21, 2009
THE SECRET LANGUAGE OF GIRLFRIENDS in cl. 25	Reg. No. 3,146,636	Registered September 19, 2006