

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
The Nat Nast Company, Inc.		09/28/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Nat Nast Acquisition LLC
Street Address:	1370 Broadway
Internal Address:	Suite 901
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

PROPERTY NUMBERS Total: 7

Property Type	Number	Word Mark
Registration Number:	2502974	NAT NAST
Registration Number:	2689838	NAT NAST LUXURY ORIGINALS SINCE 1946
Registration Number:	3276000	NAT NAST
Registration Number:	2833288	NN
Registration Number:	2858883	
Registration Number:	2825248	NAT NAST LUXURY ORIGINALS SINCE 1946
Registration Number:	3182022	NAT NAST

CORRESPONDENCE DATA

Fax Number: (212)655-3536
 Phone: 212-655-3500
 Email: ip@msf-law.com
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
 Correspondent Name: Rowena J.S. DeLeon

900203839

**TRADEMARK
 REEL: 004636 FRAME: 0060**

CH \$190.00 2502974

Address Line 1: 140 East 45th Street
Address Line 2: Meister Seelig & Fein LLP
Address Line 4: New York, NEW YORK 10017

ATTORNEY DOCKET NUMBER: 4472-008

NAME OF SUBMITTER: Rowena J.S. DeLeon

Signature: /rjdeleon/

Date: 10/05/2011

Total Attachments: 4
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ASSIGNMENT OF TRADEMARKS

This Assignment of Trademarks ("Assignment") is made as of September 28, 2011, by The Nat Nast Company, Inc. ("Assignor"), a Delaware corporation, in favor of Nat Nast Acquisition LLC ("Assignee"), a Delaware limited liability company.

R E C I T A L S

WHEREAS, pursuant to an Asset Purchase Agreement between Assignor and Assignee, dated as of even date herewith (the "Purchase Agreement"), Assignor has agreed to sell, assign, transfer, convey and deliver to Assignee, all of Assignor's right, title and interest in and to the Assets (capitalized terms used herein and not otherwise defined shall have the respective meaning assigned to them in the Purchase Agreement); and

WHEREAS, Assignor is the sole owner of the entire right, title and interest in, to and under those trademarks, service marks and tradenames set forth on Schedule A attached hereto (collectively, the "Trademarks").

WHEREAS, the Assets to be sold, transferred and assigned by Assignor to Assignee, pursuant to the terms and conditions of the Purchase Agreement include, but are not limited to, the Trademarks.

WHEREAS, in connection with Assignee's acquisition of the Assets, Assignee desires to acquire, and Assignor is willing to convey, Assignor's entire right, title and interest in, to and under the Trademarks, all goodwill associated therewith, and all common law rights therein,

NOW, THEREFORE, in consideration of the foregoing premises and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby agrees as follows:

1. Pursuant and subject to the terms and conditions of the Purchase Agreement, Assignor hereby sells, assigns and transfers to Assignee all of the right, title and interest of Assignor in, to and under the Trademarks including all common law rights, together with the goodwill symbolized by and associated with the Trademarks, and all registrations relating to the Trademarks, for Assignee's own use and behalf, and for the use and behalf of its successors, assigns or 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 income, royalties, fees and payments now or hereafter due or payable in respect of the Trademarks, and the right to file any action and recover damages by reason of past infringement, misappropriation or other unauthorized use of said Trademarks, with the right to sue for, and collect same for its own use and behalf, and for the use and behalf of its successors, assigns, or other legal representatives.

2. Assignor hereby agrees to execute, acknowledge and deliver to Assignee all documents, instruments and agreements as may be necessary to make a record with any governmental authorities (both foreign and domestic) or third parties of Assignee's ownership of

all right, title and interest in and to the Trademarks and the rights, privileges, benefits and goodwill associated therewith.

3. The terms, conditions and provisions of the Purchase Agreement are incorporated by reference in this Assignment as if set forth herein in their entirety. Assignor acknowledges that the representations, warranties, covenants, agreements and indemnities contained in the Purchase Agreement including, but not limited to, all applicable representations, warranties, covenants, agreements, and indemnities with respect to any of the Trademarks, shall not be superseded hereby but shall remain in full force and effect to the full extent provided herein. In the event of any conflict or inconsistency between the terms and conditions of the Purchase Agreement and the terms and conditions herein, the terms of the Purchase Agreement shall govern.

4. **THIS ASSIGNMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK.**

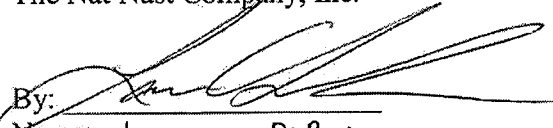
5. This Assignment may be executed via facsimile or pdf.

[Signature Page Follows]

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be duly executed as of the first date above written, to be effective as of such date.

Assignor:

The Nat Nast Company, Inc.

By: 

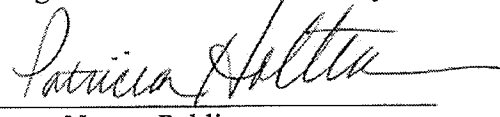
Name: Lawrence De Paris.

Title: President and Chief Executive Officer

STATE OF NEW YORK)

COUNTY OF NEW YORK)ss.:
)

On this 28th day of SEPTEMBER, 2011, before me personally appeared LAWRENCE C. DE PARIS to me known and known to me to be the individual described herein and who executed the foregoing Assignment of Trademarks, and (s)he thereupon, being by me duly sworn, did depose and say that (s)he is PRESIDENT + CEO of the Nat Nast Company, Inc. described herein which executed the foregoing instrument, that (s)he knows the seal of said company, that the seal affixed to said instrument is such seal, that it was so affixed by order of the shareholders of said company, and that (s)he signed his/her name thereto by like order.







Notary Public

PATRICIA HOLTERMANN
Notary Public, State of New York
No. 01HO4830379
Qualified in Richmond County
Commission Expires January 25, 2014

SCHEDULE A TO ASSIGNMENT OF TRADEMARKS

UNITED STATES TRADEMARK REGISTRATIONS

TRADEMARK	REGISTRATION NO.	REGISTRATION DATE	GOODS/SERVICES
NAT NAST NAT NAST	2,502,974	October 30, 2001	Men's clothing namely, shirts, pants, jackets, ties, shorts, coats, hats, sweaters, sweatpants, sweatshirts, caps, belts, underwear, hosiery
NAT NAST LUXURY ORIGINALS SINCE 1946 (and Design) 	2,689,838	February 25, 2003	Men's clothing namely, vests, shirts, embroidered shirts, pants, jackets, ties, shorts, coats, hats, sweaters, sweatpants, sweatshirts, caps, belts, underwear, hosiery
NAT NAST	3,276,000	August 7, 2007	Frames for prescription and non-prescription lenses, sunglasses, eyeglasses and sunglass cases
NN (Stylized) 	2,833,288	April 13, 2004	Jackets, sweaters, tops, vests
Miscellaneous Design 	2,858,883	June 29, 2004	Men's clothing, namely, baseball caps, jackets, jeans, sleep wear, T-shirts
NAT NAST LUXURY ORIGINALS SINCE 1946 (and Design) 	2,825,248	March 23, 2004	Men's clothing, namely, baseball caps, blazers, jackets, jeans, pants, shirts, sports shirts, shorts, sweaters, swimwear, T-shirts
NAT NAST	3,182,022	December 5, 2006	Watches, cocktail shakers, men's women's and children's clothing namely, bathing suits, bathrobes, beachwear, belts, blazers, cardigans, coats, evening wear, namely, tuxedos, ties, jackets, jeans, lounge wear, neckties, pajamas, pants, polo shirts, pullovers, scarves, shirts, smoking jackets, sports shirts, shorts, slacks, sleep wear, sweaters, swim wear, tops, trousers, turtlenecks, underwear, hosiery, socks