

**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
Hampshire Designers, Inc.		05/05/2011	CORPORATION: DELAWARE
Hampshire Group, Limited		05/05/2011	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	KVZ International Limited
<b>Street Address:</b>	P.O. Box 957
<b>Internal Address:</b>	Offshore Incorporations Centre
<b>City:</b>	Road Town, Tortola
<b>State/Country:</b>	BRITISH VIRGIN ISLANDS
<b>Entity Type:</b>	COMPANY: BRITISH VIRGIN ISLANDS

**PROPERTY NUMBERS Total: 13**

Property Type	Number	Word Mark
Registration Number:	3382639	AFFLUENT
Registration Number:	1930868	AMBRA
Serial Number:	85142316	ART-IGANS
Registration Number:	3097872	DESIGNERS O
Registration Number:	1932784	DESIGNERS ORIGINALS
Registration Number:	2715845	DESIGNERS ORIGINALS STUDIO
Registration Number:	3157244	HAMPSHIRE STUDIO
Registration Number:	1971771	HAMPSHIRE STUDIO
Registration Number:	3535260	LUXE360
Registration Number:	1399636	LUXELON
Registration Number:	3386166	LUXELON ULTRA
Registration Number:	2861692	MERCER STREET STUDIO
Registration Number:	2027864	MOVING BLEU

CH \$340.00 3382639

**CORRESPONDENCE DATA**

Fax Number: (212)632-5555  
Phone: 212-632-5500  
Email: Trademarks@salans.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Claudia Cantarella  
Address Line 1: c/o Salans, 620 Fifth Avenue  
Address Line 2: Rockefeller Center  
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	0208586.0131
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**DOMESTIC REPRESENTATIVE**

Name: Claudia Cantarella  
Address Line 1: c/o Salans, 620 Fifth Avenue  
Address Line 2: Rockefeller Center  
Address Line 4: New York, NEW YORK 10020

NAME OF SUBMITTER:	Claudia Cantarella
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Signature:	/claudia cantarella/
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Date:	11/09/2011
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**Total Attachments: 6**

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**TRADEMARK ASSIGNMENT**

THIS TRADEMARK ASSIGNMENT (this "Assignment") entered into and made effective as of May 5, 2011, is made by Hampshire Designers, Inc., a Delaware corporation ("Seller") and Hampshire Group, Limited, a Delaware corporation ("Parent", together with Seller, the "Assignors"), in favor of KVZ International Limited, a British Virgin Islands company ("Assignee"), an affiliate of LF USA Inc., a Delaware corporation ("LF USA"). Capitalized terms used herein but not otherwise defined herein have the meanings ascribed to them in the Purchase Agreement (as defined below).

WHEREAS, Assignors own all right, title and interest in and to the trademarks, service marks, logos, designs, names and trade names listed on the attached Schedule A (the "Trademarks"), all applications and registrations pertaining thereto, all common law rights associated therewith, together with all goodwill arising from use of and symbolized by said Trademarks;

WHEREAS, LF USA and Assignors, have entered into an Asset Purchase Agreement, executed May 5, 2011 (the "Purchase Agreement"), pursuant to which LF USA agrees to purchase certain assets from Assignors, including the Trademarks;

WHEREAS, LF USA and Assignee have entered into an Assignment and Assumption Agreement, dated as of the date hereof (the "Assignment and Assumption Agreement") pursuant to which LF USA assigned and transferred all of its right to acquire certain Assigned Intellectual Property, including the Trademarks, and obligation to assume certain liabilities relating to such Assigned Intellectual Property under the Purchase Agreement, and Assignee accepted such assignment and assumed such obligations under the Purchase Agreement; and

WHEREAS, Assignee desires to acquire from Assignors, and Assignors desire to transfer, assign and convey to Assignee, all of Assignors' right, title and interest in and to the Trademarks, on the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants and agreements contained herein, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Assignment. Assignors did and hereby do assign, convey and transfer to Assignee, its successors and permitted assigns, all of Assignors' right, title and interest, in and to the Trademarks, including all trademark applications and registrations therefor, any common law rights to such Trademarks, all goodwill of the business symbolized by the Trademarks, the portion of the business of Assignors to which any intent-to-use applications set forth on Schedule A pertains, as well as all claims and causes of action against third parties for any and all past infringements of the rights being assigned, and the right to collect and retain any proceeds therefrom; the aforesaid transferred rights, title and interests to be held and enjoyed by Assignee, its successors, and permitted assigns as fully and entirely as the same would have been held and enjoyed by Assignors had this Assignment not been made.

2. Further Assurances. Assignors hereby agree to execute, or cause to be executed, upon the reasonable request of Assignee, such additional instruments, documents,

declarations, consents and papers as are necessary to continue, secure, defend and register the Trademarks, and to otherwise give full effect to and to perfect the rights of Assignee under this Assignment, including, without limitation, all documents necessary to record in the name of Assignee the assignment of the Trademarks with the US Patent & Trademark Office, and with respect to any equivalent foreign rights, with any other appropriate trademark office or registrar.

3. Governing Law. This Assignment shall be governed by, and construed in accordance with, the laws of the State of New York and the applicable federal laws of the United States of America pursuant to Title 15 of the United States Code.

4. Counterparts. This Assignment may be executed in one or more counterparts, each of which shall be deemed to be an original, but all of which together shall constitute one and the same instrument. Delivery of a facsimile version of one or more signatures to this Assignment shall be deemed adequate delivery for all purposes hereof.

5. Notices. All notices and other communications hereunder shall be in writing and shall be made in accordance with Section 9.2 of the Purchase Agreement.

6. Binding Effect; Assignment. This Assignment and the respective rights, covenants, conditions and obligations of the parties hereunder and any instrument or agreement executed pursuant hereto shall be binding upon and enforceable by, and shall inure solely to the benefit of, the parties hereunder and their respective heirs, successors and permitted assigns.


7. Section Titles. The titles of the sections of this Assignment are for convenience only and will not in any way affect the interpretation of any section or of the Assignment itself.

**[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]**


IN WITNESS WHEREOF, Assignors have caused this Trademark Assignment to be duly executed in their respective names by their duly authorized representatives as of the date first set forth above.

ASSIGNORS:

HAMPSHIRE DESIGNERS, INC.

By:   
Name: Heath L. Golden  
Title: Officer

HAMPSHIRE GROUP, LIMITED

By:   
Name: Heath L. Golden  
Title: Chief Executive Officer and President

*[Signature Page to Trademark Assignment]*

**SCHEDULE A**

**TRADEMARKS**

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APP NO./ FILE DATE</b>	<b>REG NO./ REG DATE</b>
AFFLUENT	U.S.	77120489 March 2, 2007	3382639 February 12, 2008
AFFLUENT	Taiwan		129544001 1/1/2008
AMBRA	U.S.	74515970 April 21, 1994	1930868 October 31, 1995
ART-I-GANS	U.S.	85142316 September 30, 2010	
COTTONLUXE	China	5466991 Jul 7, 2006	5466991 Aug 28, 2009
COTTONLUXE	Hong Kong	300679799 Jul 13, 2006	300679799 Jul 13, 2006
COTTONLUXE	Vietnam		86172 8/16/2007
DESIGNERS O	U.S.	78637708 May 26, 2005	3097872 May 30, 2006
DESIGNERS ORIGINALS	U.S.	74544996 June 30, 1994	1932784 November 7, 1995
DESIGNERS ORIGINALS	Mexico	211172 Sept 7, 1994	497070 July 13, 1995
DESIGNERS ORIGINALS STUDIO	U.S.	78136482 June 18, 2002	2715845 May 13, 2003
DESIGNERS ORIGINALS STUDIO	Canada	858922 Oct. 16, 1997	TMA521876 Jan 19, 2000
DESIGNERS ORIGINALS STUDIO	China	5400152 Jun 6, 2006	

<b>TRADEMARK</b>	<b>COUNTRY</b>	<b>APP NO./ FILE DATE</b>	<b>REG NO./ REG DATE</b>
DESIGNERS ORIGINALS STUDIO	South Korea	40-2006-0037988 Jul 24, 2006	4007215370000 Aug 20, 2007
DESIGNERS ORIGINALS STUDIO	Vietnam		110369 June 23, 2006
HAMPSHIRE STUDIO	U.S.	78679204 July 27, 2005	3157244 October 17, 2006
HAMPSHIRE STUDIO	U.S.	74516143 April 8, 1994	1971771 April 30, 1996
HAMPSHIRE STUDIO	Canada	1267207 Aug 3, 2005	TMA720084 July 31, 2008
HAMPSHIRE STUDIO	Hong Kong	300669591 Jul 13, 2006	300669591 Jul 13, 2006
HAMPSHIRE STUDIO	Mexico	211173 Sept 7, 1994	497071 Jul 13, 1995
HAMPSHIRE STUDIO	South Korea	40-2006-0037990 Jul 24, 2006	4007215380000 Aug 20, 2007
HAMPSHIRE STUDIO	Thailand		TM271804 7/17/2008
HAMPSHIRE STUDIO	Vietnam		110042 6/23/2006
HAMPSHIRE STUDIO	China	5400402 Jun 6, 2006	
LUXE360	U.S.	77395582 February 13, 2008	3535260 November 18, 2008
LUXE360	China	6896592 Aug 13, 2008	
LUXELON	U.S.	73570050 November 25, 1985	1399636 July 1, 1986
<b>LUXELON</b>	China	5400404 June 6, 2006	5400404 Mar 28, 2010
LUXELON	Thailand		TM270142 7/17/2008

TRADEMARK	COUNTRY	APP NO./ FILE DATE	REG NO./ REG DATE
LUXELON ULTRA	U.S.	78217475 February 21, 2003	3386166 February 19, 2008
LUXELON ULTRA	China	5400401 Jun 6, 2006	5400401 Oct 7, 2009
LUXELON ULTRA	Thailand		TM270140 7/17/2008
MERCER STREET STUDIO	U.S.	78975426 June 28, 2002	2861692 July 28, 2002
MERCER STREET STUDIO	China	5400400 Jun 6, 2006	
MERCER STREET STUDIO	Hong Kong	300679627 Jul 13, 2006	300679627 Jul 13, 2006
MERCER STREET STUDIO	Vietnam		110390 6/23/2006
MOVING BLEU	U.S.	74680241 May 26, 1995	2027864 December 31, 1996
MOVING BLEU	Canada	0858923 Oct. 16, 1997	TMA499848 Aug. 31, 1998
MOVING BLEU	China	5400399 Jun 6, 2009	5400399 Oct 7, 2009
MOVING BLEU	Hong Kong	300679636 Jul 13, 2006	300679636 Jul 13, 2006
MOVING BLEU	South Korea	40-2006-0037993 Jul 24, 2006	400721539000 Aug 20, 2007
MOVING BLEU	Thailand		TM270141 7/17/2008
MOVING BLEU	Vietnam		113751 6/23/2006
WHISPER THIN LUXE	Hong Kong	300679780 Jul 13, 2006	300679780 Jul 13, 2006

Unregistered Trademarks:

HAMPSHIRE DESIGNERS