

## 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
Nine West Development Corporation		08/16/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Edelman Shoe, Inc.		
Street Address:	130 West 57th Street		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10019		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 7			
Property Type	Number	Word Mark	
Registration Number:	1792712	LIBBY	
Registration Number:	1786205	SAM & LIBBY	
Registration Number:	1772454	SAM & LIBBY	
Registration Number:	1897026	JUST LIBBY	
Registration Number:	1778203	SAM & LIBBY	
Registration Number:	3358982	SAM & LIBBY	
Registration Number:	3766257	SAM & LIBBY	
CORRESPONDENCE DATA			
Fax Number:	3148544098		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Phone:	314-854-4000		
Email:	koconnell@brownshoe.com		
Correspondent Name:	Deborah L. Norman		
Address Line 1:	8300 Maryland Avenue		

OP \$190.00 1792712

Address Line 4: St. Louis, MISSOURI 63105

ATTORNEY DOCKET NUMBER: IP-01226-IP-001232

NAME OF SUBMITTER: Deborah L. Norman

Signature: /deborah l. norman/

Date: 09/10/2012

**Total Attachments: 4**

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TRADE MARK ASSIGNMENT AGREEMENT

(AGREEMENT)

Nine West Development Corp. (the "Assignor") is the owner of the trademark, **NINE WEST**, and certain affiliated marks, in connection with its retail stores, clothing, and retail store services, including, without limitation, the trademark registrations listed on the attached Schedule A, and all goodwill associated therewith (collectively referred to as "Trademarks").

Edelman Shoe, Inc. a Delaware corporation (the "Assignee"), is hereby acquiring from Assignor the Trademarks and all goodwill associated therewith.

NOW, THEREFORE, as of August 16, 2012 ("Effective Date"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, transfers, conveys, and assigns to the Assignee all right, title and interest in and to the Trademarks, including the right to sue for past infringement thereof, and the goodwill associated therewith.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to the extent necessary to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed in its corporate name by its duly authorized officer this 16th day of August, 2012.

ASSIGNOR:  
NINE WEST DEVELOPMENT CORPORATION

By: [Signature]  
Title: President  
Date: 8/16/12

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:  
EDELMAN SHOE, INC.

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**TRADEMARK ASSIGNMENT AGREEMENT**

**("AGREEMENT")**

Nine West Development Corporation (the "Assignor"), is the owner of the trademark SAM & LIBBY, and certain affiliated marks, in connection with footwear/shoes, clothing, and retail store services, including, without limitation, the trademark registrations listed in the attached Schedule A and all goodwill associated therewith (collectively referred to as "Trademarks").

Edelman Shoe, Inc., a Delaware corporation (the "Assignee"), desires to acquire from Assignor the Trademarks and all goodwill associated therewith.

NOW, THEREFORE, as of August 16, 2012 ("Effective Date"), for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Assignor hereby sells, transfers, conveys, and assigns to the Assignee all right, title, and interest in and to the Trademarks, including the right to sue for past infringement thereof, and the goodwill associated therewith.

Assignor agrees to execute all documents and assist in all proceedings (at the sole cost and expense of the Assignee) to the extent necessary to perfect, register, or record the rights of the Assignee to the Trademarks as Assignee may reasonably deem appropriate.


IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed in its corporate name by its duly authorized officer this 16th day of August, 2012.

**ASSIGNOR:**  
NINE WEST DEVELOPMENT CORPORATION

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

**ACKNOWLEDGED AND ACCEPTED:**

**ASSIGNEE:**  
EDELMAN SHOE, INC.

By:   
Title: Senior Vice President & Chief Financial Officer  
Date: August 16, 2012

**SCHEDULE A**

See attached.

Schedule A - Trademarks

LIBBY	United States	74/351,237	1/22/1993	1,792,712	9/14/1993	articles of clothing for children	REGISTERED
SAM & LIBBY & Design	United States	74/801,172	8/6/1990	1,786,205	8/3/1993	25 - Footwear	REGISTERED
SAM & LIBBY	United States	74/801,051	8/6/1990	1,772,454	5/18/1993	25 - Clothing; namely, t-shirts, sweatshirts, jackets, hats, caps, footwear, shirts, belts, shoes, tennis shoes, boots, sandals	REGISTERED
JUST LIBBY	United States	74/802,109	6/29/1992	1,897,026	5/30/1995	25 - Clothing; namely, T-shirts, sweat shirts, jackets, hats, caps, footwear, shirts, belts, shoes, tennis shoes, boots, sandals, and rainwear	REGISTERED
SAM & LIBBY	United States	74/313,859	9/14/1992	1,778,203	6/22/1993	35 - Retail store services	REGISTERED
SAM & LIBBY and HEART DESIGN	United States	77/151,577	4/9/2007	3,358,982	12/25/2007	25 - Footwear	REGISTERED
SAM & LIBBY and HEART DESIGN	United States	77/686,977	3/10/2009	3,766,257	3/30/2010	25 - Dresses	REGISTERED