

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM301074

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Jones Investment Co. Inc.		04/08/2014	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	Jones Apparel (US) LLC		
Street Address:	1411 Broadway, 36th Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE		
PROPERTY NUMBERS Total: 84			
Property Type	Number	Word Mark	
Serial Number:	76244257	ALBERT NIPON	
Serial Number:	73541173	ALBERT NIPON	
Serial Number:	73041594	ALBERT NIPON	
Serial Number:	85532947	BLOUSE BAR	
Serial Number:	85971625	CAREER RULES	
Serial Number:	78036960	CITY JONES NEW YORK	
Serial Number:	86055629	ELEJIR	
Serial Number:	86055649	ELEJIR	
Serial Number:	86055662	ELEJIR	
Serial Number:	86055677	ELEJIR	
Serial Number:	86055700	ELEJIR	
Serial Number:	85056376	EMPOWERING YOUR CONFIDENCE	
Serial Number:	72289017	EVAN-PICONE	
Serial Number:	73362783	EVAN-PICONE	
Serial Number:	85497432	EVAN-PICONE	
Serial Number:	77290641	INVISIBLE ESSENTIALS	
Serial Number:	77166523	J JONES NEW YORK	
Serial Number:	74033134	JNY	
Serial Number:	75334177	JNY	
Serial Number:	75358689	JNY	
TRADEMARK			

CH \$2115.00 76244257

Property Type	Number	Word Mark
Serial Number:	77220102	JNY
Serial Number:	85701589	JNY
Serial Number:	86066778	JNYWORKS
Serial Number:	86066766	JNYWORKS: A STYLE SYSTEM
Serial Number:	85064324	JONES&CO
Serial Number:	74685505	JONES JEANS
Serial Number:	74254881	JONES NEW YORK
Serial Number:	73604940	JONES NEW YORK
Serial Number:	74493787	JONES NEW YORK
Serial Number:	73515942	JONES NEW YORK
Serial Number:	73549488	JONES NEW YORK
Serial Number:	72348952	JONES NEW YORK
Serial Number:	74231949	JONES NEW YORK
Serial Number:	74475151	JONES NEW YORK
Serial Number:	74091254	JONES NEW YORK
Serial Number:	74148202	JONES NEW YORK
Serial Number:	78618624	JONES NEW YORK
Serial Number:	77134607	JONES NEW YORK
Serial Number:	77591094	JONES NEW YORK
Serial Number:	85064220	JONES NEW YORK
Serial Number:	85526076	JONES NEW YORK
Serial Number:	85864109	JONES NEW YORK
Serial Number:	85476534	JONES NEW YORK CLASSIC
Serial Number:	78366986	JONES NEW YORK COLLECTION
Serial Number:	85760113	JONES NEW YORK ELEMENTS
Serial Number:	85168855	JONES NEW YORK EMPOWERMENT JEANS
Serial Number:	77124562	JONES NEW YORK JEANS
Serial Number:	78549728	JONES NEW YORK PLATINUM
Serial Number:	78272140	JONES NEW YORK SIGNATURE
Serial Number:	78168300	JONES NEW YORK SPORT
Serial Number:	85056405	JONES NEW YORK. EMPOWERING YOUR CONFIDEN
Serial Number:	78168308	JONES STUDIO
Serial Number:	85397947	JONES STUDIO
Serial Number:	85398036	JONES STUDIO
Serial Number:	85398047	JONES STUDIO
Serial Number:	74554004	JONES WEAR
Serial Number:	73778414	JONES WEAR
Serial Number:	85817723	JONES WEAR
Serial Number:	86116628	JONES WEAR

TRADEMARK

Property Type	Number	Word Mark
Serial Number:	77276262	JONES WEAR STUDIO
Serial Number:	73210805	KASPER
Serial Number:	77188383	KASPER
Serial Number:	77449247	KASPER
Serial Number:	85490434	KASPER
Serial Number:	86141892	KASPER
Serial Number:	75327046	LE SUIT
Serial Number:	86219081	NIPON BOUTIQUE
Serial Number:	85762033	QMACK
Serial Number:	85762043	QMACK
Serial Number:	85762053	QMACK
Serial Number:	85762060	QMACK
Serial Number:	85762067	QMACK
Serial Number:	85764328	"Q" "QMACK"
Serial Number:	85764344	"Q" "QMACK"
Serial Number:	85764396	"Q" "QMACK"
Serial Number:	85764401	"Q" "QMACK"
Serial Number:	85764412	"Q" "QMACK"
Serial Number:	85624509	QUINCEY MACK
Serial Number:	85624552	QUINCEY MACK
Serial Number:	85624571	QUINCEY MACK
Serial Number:	85624656	QUINCEY MACK
Serial Number:	85624701	QUINCEY MACK
Serial Number:	85624706	QUINCEY MACK
Serial Number:	73460825	RENA ROWAN

CORRESPONDENCE DATA

Fax Number: 4155911400

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

Phone: 415-591-1000

Email: trademarksSF@winston.com

Correspondent Name: Becky L. Troutman c/o Winston & Strawn

Address Line 1: 101 California Street

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER: 013299.00026

NAME OF SUBMITTER: Becky L. Troutman

SIGNATURE: /Becky L. Troutman/

DATE SIGNED: 04/10/2014

Total Attachments: 11

TRADEMARK

REEL: 005258 FRAME: 0178

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INTELLECTUAL PROPERTY RIGHTS ASSIGNMENT

This Intellectual Property Rights Assignment (this "Assignment"), made this 8th day of April, 2014, is by and between the entity identified on the signature pages hereto as the "Assignor" having its principal place of business at the address listed on the signature pages hereto ("Assignor"), and the entity identified on the signature pages hereto as the "Assignee" having its principal place of business at the address listed on the signature pages hereto ("Assignee").

WHEREAS, pursuant to a separate agreement entered into on or about the date hereof (the "Principal Agreement"), Assignor is selling, transferring, assigning, conveying and delivering to Assignee all of Assignor's right, title and interest in and to certain assets of Assignor, including certain intellectual property owned by the Assignor described in the Principal Agreement (the "Acquired Intellectual Property");

WHEREAS, the Acquired Intellectual Property includes the trademarks and trademark applications and registrations identified on the attached Schedule A (together with any and all copyright rights therein, the "Marks"), the domain name registrations and social media pages identified on the attached Schedule B (the "Domain Names") and the copyright applications and registrations identified on the attached Schedule C (the "Copyrights"); and

WHEREAS, in accordance with the Principal Agreement, Assignee desires to acquire the Acquired Intellectual Property, including the Marks and all rights therein, including the goodwill of the business associated therewith, all common law rights therein and all worldwide trademark and service mark registrations and applications therefore, including the registrations and applications identified on Schedule A, the Domain Names identified on Schedule B and the Copyrights identified on Schedule C.

NOW, THEREFORE, for good and valuable consideration provided for in the Principal Agreement, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby irrevocably conveys, transfers and assigns to Assignee, its successors and assigns, all of Assignor's worldwide right, title and interest in and to the Acquired Intellectual Property Rights, including without limitation: (a) the Marks, all common-law rights therein, and all registrations and applications therefor identified on Schedule A, together with the goodwill of the business symbolized thereby; (b) the Domain Names identified on Schedule B; (c) the Copyrights identified on Schedule C; (d) all other trademarks, service marks, trade names, domain names, works of authorship, copyrights, trade secrets and all other intellectual property rights included in the Acquired Intellectual Property, including without limitation all patent, trade secret, copyright and other artistic, literary and moral rights, database, mask work, trademark, service mark, trade dress right and domain name rights and all goodwill associated therewith, and all other intellectual property and proprietary rights, in any of the foregoing

Assignor further assigns to Assignee all of Assignor's rights (i) in and to causes of action and enforcement rights associated with the Marks, Domain Names, Copyrights and other Acquired Intellectual Property, including, without limitation, all rights to pursue damages, injunctive relief and other remedies for past and future infringement or other violation of the

Marks, Domain Names, Copyrights and other Acquired Intellectual Property and (ii) to apply in any or all countries of the world for patent, trademark and copyright protection for the Acquired Intellectual Property.

Assignor agrees that it will, at Assignee's expense, place each of the Domain Names in "unlocked" status and provide to Assignee the applicable Internet domain name registrars' transfer authorization codes for each of the Domain Names or any required information to effectuate the transfer of Assignor's right, title, and interest in the Domain Names (including all account login and password information) to Assignee and do all things necessary, proper or advisable to reasonably assist Assignee in transferring such Domain Names.

The Assignor shall provide to the Assignee reasonable cooperation and assistance at the Assignee's request, without charge but at the Assignee's expense (including the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens and other documentation as may be reasonably required): (a) in the preparation and prosecution of any application for registration or any application for renewal of a registration covering the Acquired Intellectual Property, (b) in the prosecution or defense of any cancellation, opposition, infringement or other proceedings that may arise in connection with the Acquired Intellectual Property, including, but not limited to, testifying as to any facts relating to the Acquired Intellectual Property assigned herein, (c) in obtaining any additional protection for the Acquired Intellectual Property that the Assignee reasonably may deem appropriate that may be secured under the laws now or hereafter in effect in the United States or for any or all countries foreign to the United States of America and (d) for the implementation or perfection of the provisions of this Assignment.

Nothing in this Assignment, express or implied, is intended or shall be construed to confer upon, or give to, any person or entity, other than the parties to this Assignment, any rights, remedies, obligations or liabilities.

This Assignment shall bind and inure to Assignee and Assignor and their respective successors and assigns.

This Assignment may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same.

In the event of a conflict between this Assignment and the Principal Agreement, the terms and conditions of the Principal Agreement shall take precedence.

[signature page follows]

IN WITNESS WHEREOF, the undersigned have caused this Intellectual Property Rights Assignment to be executed as of the date first set forth above.

ASSIGNOR:

JONES DISTRIBUTION CORPORATION

By: _____

Name: Christopher R. Cade
Title: Assistant Treasurer
Address: 180 Rittenhouse Circle
Bristol, PA 19007

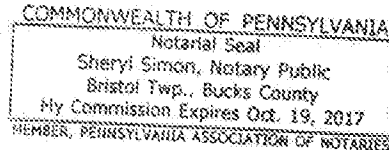
Pennsylvania
STATE OF ~~NEW YORK~~

COUNTY OF Bucks) ss:

I hereby certify that on this 3rd day of April, 2014, personally appeared Chris Cade, Asst. Treasurer of Jones Distribution Corporation who is personally known to me and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

Sheryl Simon
Notary Public



ASSIGNOR:

JONES MANAGEMENT SERVICE COMPANY

By: [Signature]

Name: Joseph T. Donnalley
Title: VP Finance, Treasurer and Assistant Secretary
Address: 1441 Broadway
New York, NY 10018

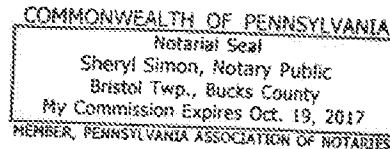
Pennsylvania
STATE OF ~~NEW YORK~~
COUNTY OF BUCKS

) ss:

I hereby certify that on this 1st day of April, 2014, personally appeared Joseph T. Donnalley, VPF, Treas., Asst. Sec of Jones Management Service Co. who is personally known to me and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.

[Signature]
Notary Public



ASSIGNOR:

NINE WEST DEVELOPMENT LLC

By: Nine West Holdings, Inc., its sole member

By: 

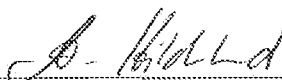
Name: Ira M. Dansky
Title: Executive VP, General Counsel and Secretary
Address: 1441 Broadway
New York, NY 10018

STATE OF NEW YORK

COUNTY OF New York)
) ss:

I hereby certify that on this 8th day of April, 2014, personally appeared Ira M. Dansky, EVP of Nine West Development LLC who is personally known to me and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

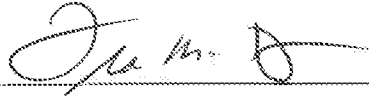
IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.


Notary Public

ANDREA HILDENBRAND
Notary Public, State of New York
No. 01HI6228483
Qualified in New York County
Commission Expires Sept. 20, 2014

ASSIGNOR:

JONES INVESTMENT CO. INC.

By: 

Name: Ira M. Dansky
Title: President
Address: 1441 Broadway
New York, NY 10018

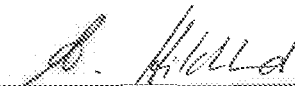
STATE OF NEW YORK

COUNTY OF New York

) ss:
)

I hereby certify that on this 8th day of April, 2014, personally appeared Ira M. Dansky, EVP of Jones Investment Co. Inc. who is personally known to me and he/she acknowledged before me that he/she executed the foregoing document as his/her free act and deed as such officer, for the uses and purposes therein mentioned, and that said instrument is the act and deed of such company.

IN WITNESS WHEREOF, I have hereunto set my hand and seal in the County and State aforesaid.


Notary Public

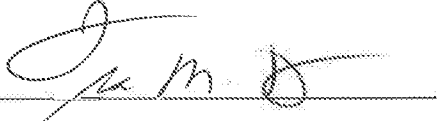
ANDREA HILDENBRAND
Notary Public, State of New York
No. 01H18229483
Qualified in New York County
Commission Expires: Sept. 20, 2014

Acknowledged and Agreed:

ASSIGNEE:

JONES APPAREL (US) LLC

By: _____

A handwritten signature in black ink, appearing to read "Ira M. Dansky", is written over a horizontal line.

Name: Ira M. Dansky

Title: Vice President and Secretary

Address: 1411 Broadway
36th Floor
New York, NY 10018

SCHEDULE A

Marks

See attached.

**ALBERT NIPON
ELEJIR
EVAN-PICONE
Jones Investment Co. Inc.
KASPER LE
SUIT QUINCEY
MACK RENA
ROWAN
ROBERT RODRIGUEZ**

Trademark Report by Country

Printed: 3/17/2014 Page 1

Country: UNITED STATES
Status: ACTIVE

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
UNITED STATES							
116601	ALBERT NIPON	4/20/2001	76/244,257	3/26/2002	2,552,470	REGISTERED	25
116003	ALBERT NIPON	6/3/1985	73/541,173	6/3/1986	1,395,825	REGISTERED	25
118345	ALBERT NIPON (Stylized)	1/13/1975	73/041,594	7/6/1976	1,042,953	REGISTERED	25
T30547US00	BLOUSE BAR	2/3/2012	85/532,947			ALLOWED	25
T30597US00	CAREER RULES	6/27/2013	85/971,625			ALLOWED	25
936	CITY JONES NEW YORK	11/29/2000	78/036,960	10/15/2002	2,637,345	REGISTERED	25
T30606US00	ELEJIR	9/4/2013	86/055,629			PENDING	25
T30606US01	ELEJIR	9/4/2013	86/055,649			PENDING	25
T30606US02	ELEJIR	9/4/2013	86/055,662			PENDING	18
T30606US03	ELEJIR	9/4/2013	86/055,677			PENDING	14
T30606US04	ELEJIR	9/4/2013	86/055,700			PENDING	09
T30513US05	EMPOWERING YOUR CONFIDENCE	6/7/2010	85/056,376	4/3/2012	4,122,385	REGISTERED	35
286	EVAN-PICONE	1/17/1968	72/289,017	8/6/1968	0,854,224	REGISTERED	25
294	EVAN-PICONE	5/3/1982	73/362,783	9/6/1983	1,250,451	REGISTERED	25
T00066US09	EVAN-PICONE					PROPOSED	14
T00066US10	EVAN-PICONE	12/16/2011	85/497,432			ALLOWED	18
T30463US00	INVISIBLE ESSENTIALS	9/27/2007	77/290,641	12/2/2008	3,541,348	REGISTERED	25
T30459US00	J JONES NEW YORK logo	4/26/2007	77/166,523	4/6/2010	3,772,021	REGISTERED	25
409	JNY	2/26/1990	74/033,134	4/28/1992	1,684,843	REGISTERED	25
485	JNY	8/1/1997	75,334,177	10/20/1998	2,197,813	REGISTERED	25
498	JNY	9/17/1997	75,358,689	11/24/1998	2,205,492	REGISTERED	18
T00094US05	JNY	7/2/2007	77/220,102	4/19/2011	3,948,083	REGISTERED	14
T00094US07	JNY	8/13/2012	85/701,589			ALLOWED	25
T00094US08	JNYWORKS	9/17/2013	86/066,778			PENDING	25
T00094US09	JNYWORKS: A STYLE SYSTEM	9/17/2013	86/066,766			PENDING	25
T00098US01	JONES & CO.	6/16/2010	85/064,324	7/5/2011	3,988,509	REGISTERED	25

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
316	JONES JEANS	6/7/1995	74/685,505	3/11/1997	2,044,843	REGISTERED	25
417	JONES NEW YORK	3/12/1992	74/254,881	1/5/1993	1,744,614	REGISTERED	25
477	JONES NEW YORK	6/19/1986	73/604,940	8/18/1987	1,453,268	REGISTERED	25
418	JONES NEW YORK	2/23/1994	74/493,787	8/1/1995	1,908,984	REGISTERED	42
479	JONES NEW YORK	12/31/1984	73/515,942	9/24/1985	1,362,051	REGISTERED	25
480	JONES NEW YORK	7/22/1985	73/549,488	7/1/1986	1,399,556	REGISTERED	25
478	JONES NEW YORK	1/19/1970	72,348,952	8/15/1972	941,013	REGISTERED	25
416	JONES NEW YORK	12/18/1991	74,231,949	6/14/1994	1,839,782	REGISTERED	18
420	JONES NEW YORK	12/29/1993	74/475,151	2/7/1995	1,877,680	REGISTERED	25
414	JONES NEW YORK	8/27/1990	74/091,254	11/26/1991	1,665,702	REGISTERED	9
415	JONES NEW YORK	3/15/1991	74/148,202	9/8/1992	1,714,571	REGISTERED	18
T00103US18	JONES NEW YORK	4/28/2005	78/618,624	3/17/2009	3,593,020	REGISTERED	14
T00103US20	JONES NEW YORK	3/19/2007	77/134,607	10/30/2007	3,323,702	REGISTERED	9
T00103US21	JONES NEW YORK	10/13/2008	77/591,094	7/10/2012	4,171,976	REGISTERED	25
T00103US22	JONES NEW YORK	6/16/2010	85/064,220	7/12/2011	3,992,334	REGISTERED	35
T00103US23	JONES NEW YORK	1/26/2012	85/526,076			ALLOWED	3
T00103US24	JONES NEW YORK	3/1/2013	85/864,109			ALLOWED	25
T00105US01	JONES NEW YORK CLASSIC	11/18/2011	85/476,534			ALLOWED	25
T30203US00	JONES NEW YORK COLLECTION	2/12/2004	78/366,986	8/2/2005	2,980,952	REGISTERED	25
T00108US01	JONES NEW YORK ELEMENTS	9/22/2012	85/760,113	1/7/2014	4,461,028	REGISTERED	25
T30520US00	JONES NEW YORK EMPOWERMENT JEANS	11/4/2010	85/168,855			ALLOWED	25
T30452US00	JONES NEW YORK JEANS	3/7/2007	77/124,562	10/30/2007	3,323,662	REGISTERED	25
T30267US00	JONES NEW YORK PLATINUM	1/19/2005	78/549,728	12/13/2005	3,029,172	REGISTERED	025
T30181US04	JONES NEW YORK SIGNATURE	7/9/2003	78/272,140	7/20/2004	2,865,154	REGISTERED	25
T00113US02	JONES NEW YORK SPORT	9/26/2002	78/168,300	12/2/2003	2,788,818	REGISTERED	025
T30512US05	JONES NEW YORK. EMPOWERING YOUR CONFIDENCE	6/7/2010	85/056,405	11/8/2011	4,053,748	REGISTERED	35,41
T00117US01	JONES STUDIO	9/26/2002	78/168,308	7/6/2004	2,861,401	REGISTERED	025
T00117US02	JONES STUDIO	8/15/2011	85/397,947	9/11/2012	4,207,532	REGISTERED	14
T00117US03	JONES STUDIO	8/15/2011	85/398,036			ALLOWED	18
T00117US04	JONES STUDIO	8/15/2011	85/398,047			ALLOWED	25
423	JONES WEAR	7/26/1994	74/554,004	7/18/1995	1,905,736	REGISTERED	25
422	JONES WEAR	2/2/1989	73/778,414	4/17/1990	1,592,094	REGISTERED	25

REFERENCE#	MARK	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
<i>UNITED STATES continued . . .</i>							
T00118US19	JONES WEAR	1/8/2013	85/817,723			SUSPENDED	25
T00118US20	JONES WEAR	11/12/2013	86/116,628			PENDING	25
T30458US00	JONES WEAR STUDIO	9/11/2007	77/276,262	5/20/2008	3,430,577	REGISTERED	25
115124	KASPER	4/9/1979	73/210,805	7/28/1981	1,162,830	REGISTERED	25
T30402US01	KASPER	5/23/2007	77/188,383	2/19/2008	3,384,446	REGISTERED	35
T30402US03	KASPER	4/16/2008	77/449,247	11/25/2008	3,536,755	REGISTERED	25
T30402US04	KASPER	12/8/2011	85/490,434			ALLOWED	25
T30402US05	KASPER	12/12/2013	86/141,892			PENDING	14
118356	LE SUIT	7/18/1997	75/327,046	9/22/1998	2,190,755	REGISTERED	25
T30411US01	NIPON BOUTIQUE	3/12/2014	86/219,081			PENDING	25
T30575US01	QMACK	10/24/2012	85/762,033			ALLOWED	09
T30575US02	QMACK	10/24/2012	85/762,043			ALLOWED	14
T30575US03	QMACK	10/24/2012	85/762,053			ALLOWED	18
T30575US04	QMACK	10/24/2012	85/762,060	1/28/2014	4,475,994	REGISTERED	25
T30575US05	QMACK	10/24/2012	85/762,067			ALLOWED	25
T30575US07	QMACK and Q design	10/26/2012	85/764,328			ALLOWED	09
T30575US08	QMACK and Q design	10/26/2012	85/764,344			ALLOWED	14
T30575US09	QMACK and Q design	10/26/2012	85/764,396			ALLOWED	18
T30575US10	QMACK and Q design	10/26/2012	85/764,401	1/28/2014	4,476,004	REGISTERED	25
T30575US11	QMACK and Q design	10/26/2012	85/764,412			ALLOWED	25
T30557US00	QUINCEY MACK	5/14/2012	85/624,509			ALLOWED	25
T30557US01	QUINCEY MACK	5/14/2012	85/624,552			ALLOWED	25
T30557US02	QUINCEY MACK	5/14/2012	85/624,571			ALLOWED	18
T30557US03	QUINCEY MACK	5/14/2012	85/624,656			SUSPENDED	14
T30557US04	QUINCEY MACK	5/14/2012	85/624,701			ALLOWED	9
T30557US05	QUINCEY MACK	5/14/2012	85/624,706			ALLOWED	3
483	RENA ROWAN	1/13/1984	73/460,825	3/19/1985	1,325,987	REGISTERED	25

END OF REPORT

TOTAL ITEMS SELECTED =

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