900379975 09/30/2016

TRADEMARK ASSIGNMENT COVER SHEET

Electronic Version v1.1
Stylesheet Version v1.2

ETAS ID: TM400488

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNMENT OF THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Nine West Development LLC		09/29/2016	Limited Liability Co.: DELAWARE

RECEIVING PARTY DATA

Name:	Camuto Consulting, Inc.
Doing Business As:	Camuto Group
Street Address:	411 West Putnam Avenue
City:	Greenwich
State/Country:	CONNECTICUT
Postal Code:	06830
Entity Type:	Corporation: CONNECTICUT

PROPERTY NUMBERS Total: 6

Property Type	Number	Word Mark
Registration Number:	1356882	ENZO ANGIOLINI
Registration Number:	2309300	ENZO ANGIOLINI
Registration Number:	2213513	ENZO ANGIOLINI
Registration Number:	3698960	CIRCA JOAN & DAVID
Registration Number:	2957089	JOAN & DAVID
Registration Number:	3011194	JOAN & DAVID

CH $165.00 1356882

CORRESPONDENCE DATA

Fax Number:

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

Phone:	2034136639
Email:	jessica.elliott@camutogroup.com
Correspondent Name:	Jessica Elliott Cardon
Address Line 1:	411 West Putnam Avenue
Address Line 4:	Greenwich, CONNECTICUT 06830

NAME OF SUBMITTER:	Jessica Elliott Cardon
SIGNATURE:	/Jessica Elliott Cardon/
DATE SIGNED:	09/30/2016

Total Attachments: 4
source=Assignment of US Trademarks NWD to CCI 9.29.16#page1.tif
source=Assignment of US Trademarks NWD to CCI 9.29.16#page2.tif
source=Assignment of US Trademarks NWD to CCI 9.29.16#page3.tif
source=Assignment of US Trademarks NWD to CCI 9.29.16#page4.tif

EXHIBIT B

ASSIGNMENT OF UNITED STATES TRADEMARKS

This ASSIGNMENT OF UNITED STATES TRADEMARKS (this "Assignment") is dated as of September 29, 2016 ("Effective Date"), between **NINE WEST DEVELOPMENT LLC**, a Delaware limited liability company ("Assignor"), and **CAMUTO CONSULTING, INC., D/B/A CAMUTO GROUP**, a Connecticut Corporation ("Assignee") (collectively the "Parties").

RECITALS:

WHEREAS, Assignor and Assignee are parties to that certain Asset Purchase Agreement, dated as of even date herewith (the "Purchase Agreement");

WHEREAS, pursuant to Section 1 and Section 6.1(b) of the Purchase Agreement, Assignor agreed to, inter alia, assign to Assignee all of Assignor's rights, title and interests in and to the Trademarks, including the trademark registrations and trademark applications listed on Schedule 1 hereto (the "Assigned Trademarks"); and

WHEREAS, Assignee and Assignor are desirous of executing an instrument of assignment for purposes of transferring the Trademarks pursuant to the Purchase Agreement and recording the assignment of the Assigned Trademarks with the United States Patent and Trademark Office.

NOW THEREFORE, in consideration of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor hereby agrees as follows:

1. Assignor does hereby irrevocably sell, assign, convey and transfer to Assignee all its rights, title and interests (whether statutory, common law or otherwise) in and to the Trademarks, including the Assigned Trademarks, and all goodwill associated with the Trademarks including any of Assigned Trademarks. The foregoing assignment includes the exclusive rights to (a) bring actions, defend against or otherwise recover for infringements, and the right to the profits or damages due or accrued, arising out of or in connection with any and all past, present or future infringements of the Trademarks, including the Assigned Trademarks, (b) apply for, make filings with respect to and maintain all registrations, renewals and extensions thereof, and (c) all other rights of any kind whatsoever of Assignor in or to the Trademarks.

2. This Assignment is subject to all of the terms, conditions and limitations set forth in the Purchase Agreement, including without limitation the representations, warranties, covenants, agreements and indemnities relating to the Assigned Trademarks. Nothing contained in this Assignment shall release either the Assignor or the Assignee from any of their respective obligations under the Purchase Agreement or in any way diminish, limit, enlarge or modify any of the representations, warranties, indemnities,

TRADEMARK
REEL: 005889 FRAME: 0406

covenants, agreements or in general, any rights and remedies, and any of the obligations of such parties set forth in the Purchase Agreement. In the event of any conflict or inconsistency between the terms of the Purchase Agreement and the terms hereof, the terms of the Purchase Agreement shall govern. Any capitalized term used in this Assignment but not otherwise defined herein shall have the meaning ascribed to such term in the Purchase Agreement.

3. At Assignee's reasonable request and expense, each Party agrees to execute and deliver such other documents and to take such other actions as the other may reasonably request in order to effectuate the purposes of this Assignment and to consummate the actions contemplated hereby, including the execution of any assignment agreement as may be necessary to record and effectuate the assignment contemplated herein with the United States Patent and Trademark Office.

4. This Assignment shall be binding upon and inure solely to the benefit of the Parties hereto and their respective successors and permitted assigns.

5. This Assignment shall be governed by and construed in accordance with the laws of the State of New York, without regard to the conflicts of laws principles thereof.

6. This Assignment may be executed in two or more counterparts, each of which shall be deemed an original, and together shall constitute one and the same agreement and shall become effective when one or more counterparts have been signed by each of the Parties and delivered to the other Parties, it being understood that all Parties need not sign the same counterpart.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, Assignor and Assignee have caused this Assignment to be executed by their duly authorized officers.

ASSIGNOR:

NINE WEST DEVELOPMENT LLC

By: _____

Name: Ralph A. Schipani

Title: Vice President

ASSIGNEE:

CAMUTO CONSULTING, INC., D/B/A CAMUTO GROUP

By: _____

Name: Alexander Del Cielo

Title: Chairman and CEO

[Signature Page to USPTO Trademark Assignment]

SCHEDULE 1

U.S. Trademark Registrations:

ENZO ANGIOLINI Registrations

Mark	Appl'n Date	Appl'n #	Reg'n Date	Reg'n #	Inter. Class	Owner
Enzo Angiolini	February 5, 1985	73/520,872	August 27, 1985	1,356,882	25	Nine West Development LLC
Enzo Angiolini	January 27, 1999	75/628,746	January 18, 2000	2,309,300	35	Nine West Development LLC
Enzo Angiolini	November 1, 1995	75/977,167	December 22, 1998	2,213,513	9	Nine West Development LLC

JOAN & DAVID Registrations

Mark	Appl'n Date	Appl'n #	Reg'n Date	Reg'n #	Inter. Class	Owner
CIRCA JOAN & DAVID (Stylized)	Jul 16 2003	78/274,847	Oct 20 2009	3,698,960	25	Nine West Development LLC
JOAN & DAVID	Dec 8 2003	78/337,742	May 31 2005	2,957,089	25	Nine West Development LLC
JOAN & DAVID	Aug 23 2004	78/471,989	Nov 1 2005	3,011,194	25	Nine West Development LLC