

01-23-2003



Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

RE 102344515 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

R.S.V. Sport, Inc.

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 12/31/2002

2. Name and address of receiving party(ies)

Name: Jones Investment Co. Inc.

Internal Address:

Street Address: 200 West 9th Street Plaza

City: Wilmington State: DE Zip: 19801

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

[please see attached schedule]

B. Trademark Registration No.(s)

[please see attached schedule]

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Katherine Blaukopf

Internal Address: Jones Apparel Group, Inc.

39th Floor, Legal Department

Street Address: 1411 Broadway

City: New York State: NY Zip: 10018

6. Total number of applications and registrations involved:

35

7. Total fee (37 CFR 3.41):

\$ 890.

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

501650

DO NOT USE THIS SPACE

9. Signature.

Katherine Blaukopf

Name of Person Signing

Signature

12/31/2002

Date

Total number of pages including cover sheet, attachments, and document:

11

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01/22/2003 LHWELLER 00000140 501650 76433147

01 FC:8521 40.00 CH 02 FC:8522 850.00 CH

TRADEMARK

REEL: 002653 FRAME: 0582

**U.S. PENDING TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>APPL#</b>	<b>FILED</b>
E. L.E.I. and Design	76/433,447	07/23/2002
FEMM-E	78/161,177	09/05/2002
FEMM-E and Design	78/164,660	09/16/2002
PIERCED DETAILS	76/295,851	08/06/2001
ENDLESS SUMMER DANCE PARTY	76/279,647	07/03/2001
L.E.I. and Design	75/982,525	05/17/1999
L.E.I. LIFE ENERGY INTELLIGENCE and Design	75/982,224	12/17/1998
L.E.I. LIFE ENERGY INTELLIGENCE and Design	75/981,509	12/17/2000
L.E.I.	75/707,345	05/17/1999
L.E.I. and Design	75/707,344	05/17/1999
LIFE ENERGY INTELLIGENCE	75/707,342	05/17/1999
L.E.I. LIFE ENERGY INTELLIGENCE and Design	75/706,636	05/17/1999
L.E.I. LIFE ENERGY INTELLIGENCE and Design	75/607,596	12/17/1998
RSV RESERVE and Design	75/444,670	03/04/1998
RSV RESERVE	75/441,661	02/27/1998

**U.S. TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>
AMERICAN BUFFALO	74/456,263	08/26/1997	2,091,559
HOUSE OF DENIM	75/298,182	07/31/2001	2,473,870
L.E.I	75/646,6379	11/07/2000	2,402,788
L.E.I	75/982,330	07/30/2002	2,602,044
L.E.I.	75/648/417	03/07/2000	2,326,186
L.E.I. and Design	75/646,585	10/24/2000	2,397,083
L.E.I. and Design	75/646,401	08/28/2001	2,483,062
L.E.I. LIFE ENERGY INTELLIGENCE and Design	75/446,098	08/31/1999	2,273,883
L.E.I. LIFE ENERGY INTELLIGENCE and Design	75/982,400	10/15/2002	2,636,308
L.E.I. LIFE ENERGY INTELLIGENCE Slanted Logo	75/644,714	09/11/2001	2,488,326
L.E.I. LIFE ENERGY INTELLIGENCE Slanted Logo	75/644,715	09/11/2001	2,488,327
L.E.I. Slanted Logo	75/646,552	08/21/2001	2,480,482
LIFE ENERGY INTELLIGENCE	75/655,201	03/07/2000	2,326,247
LIFE ENERGY INTELLIGENCE	75/656,110	10/24/2000	2,398,654
one ring fly Design	74/721,632	03/25/1997	2,047,177
triple ring fly Design	75/138,458	10/14/1997	2,105,013
LIFE ENERGY INTELLIGENCE	75/982,524	10/15/2002	2,636,316
L.E.I. and Design	75/982,474	10/29/2002	2,643,652
LIFE ENERGY INTELLIGENCE	75/982,376	10/29/2002	2,643,646
L.E. I. LIFE ENERGY INTELLIGENCE Riding Wear Design	74/456,166	12/20/1994	1,868,405

**EXHIBIT B**  
**U.S. PENDING TRADEMARK APPLICATIONS**

<b>MARK</b>	<b>APPL#</b>	<b>FILED</b>
E. L.E.I. and Design	76/433,447	07/23/2002
FEMM-E	78/161,177	09/05/2002
FEMM-E and Design	78/164,660	09/16/2002
PIERCED DETAILS	76/295,851	08/06/2001
ENDLESS SUMMER DANCE PARTY	76/279,647	07/03/2001
WICKED BLUES	76/101,341	08/02/2000
L.E.I. and Design	75/982,525	05/17/1999
L.E.I. LIFE ENERGY INTELLIGENCE and Design	75/982,224	12/17/1998
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L.E.I.	75/707,345	05/17/1999
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RSV RESERVE and Design	75/444,670	03/04/1998
RSV RESERVE	75/441,661	02/27/1998

C:\KATHY\Assignments\RSV SPORTUS Tmark Assign.doc

## UNITED STATES TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated January 1, 2003 between McNaughton Investment Co. Inc., Delaware corporation with offices and a place of business at 200 West 9<sup>th</sup> Street Plaza, Wilmington Delaware 19801 (“Assignor”), and Jones Investment Co. Inc., a Delaware corporation with offices and a place of business at 200 West 9<sup>th</sup> Street Plaza, Wilmington Delaware 19801 (“Assignee”).

WHEREAS, Assignor, by itself and through its predecessors in interest, adopted and has used the trademarks and variations and combinations thereof listed on Schedules A and B annexed hereto and is the owner of such trademarks and of the trademark registrations and applications for registration listed on Schedule A and B annexed hereto, and the goodwill of the business in connection with which such Trademarks are used and which are symbolized thereby (collectively, the “Trademarks”); and

WHEREAS, Assignee desires (i) to acquire all of Assignor’s right, title and interest in and to all of the Trademarks (including all registrations, renewals and applications therefore) and the goodwill of the business in connection with which such Trademarks are used and which is symbolized thereby, along with the right to recover for damages and profits for past infringements thereof, and (ii) to become the successor to the portion of Assignor’s business to which any intent-to use applications for the Trademarks apply, which business is ongoing and existing;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers, and otherwise conveys to Assignee, free and clear of all liens and encumbrances, all of Assignor’s right, title and interest in and to the following:

1. the Trademarks and all applications, registrations and renewals thereof;
2. the goodwill symbolized by and associated with the business conducted under or in connection with the Trademarks;
3. the intent-to-use applications for the Trademarks on Schedule A, together with the portion of the business of Assignor to which those Trademarks apply; and
4. the right to sue and recover damages for past infringements, if any.

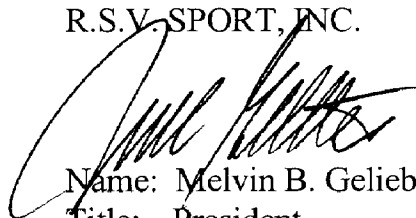
Assignor agrees to execute and deliver, at Assignee’s request, all papers, instruments and assignments and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor’s rights, title and interest in and to the Trademarks in Assignee, or its successors and assigns, and/or to provide evidence to support the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

This United States Trademark Assignment is governed by the laws of the State of New York, applicable to contracts made and performed within such State, without reference to its conflicts of laws provisions, and shall also be subject to the trademark laws of the United States, as applicable.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as of this 23<sup>rd</sup> of December, 2002.

ASSIGNOR:

R.S.V. SPORT, INC.



Name: Melvin B. Geliebter

Title: President

Date: December 23, 2002

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

JONES INVESTMENT CO. INC.



By: Robin Mandell

Title: Assistant Treasurer

Date: December 30, 2002

STATE OF CALIFORNIA )  
 )): ss.  
COUNTY OF LOS ANGELES )

On this 24th day of December, 2002, before me, a Notary Public in and for the County of Los Angeles in the State of California, personally appeared Melvin B. Geliebter, to me known to be the President of R.S.V. SPORT, INC. , and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.

*Teresita C. Cruz*

NOTARY PUBLIC

My Commission expires: July 11, 2004



STATE OF DELAWARE )  
 )): ss.  
COUNTY OF NEW CASTLE )

On this 30th day of December, 2002, before me, a Notary Public in and for the County of New Castle, in the State of Delaware, personally appeared Robin Mandell, to me known to be the Assistant Treasurer of JONES INVESTMENT CO., INC. and being duly sworn, averred that, being duly authorized, she executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.

*Kathy Lee Fesler*

NOTARY PUBLIC

My Commission expires: STATE OF DELAWARE  
**KATHY LEE FESLER**  
**NOTARY PUBLIC**  
**My Commission Expires 9/25/05**

**U.S. TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>
AMERICAN BUFFALO	74/456,263	08/26/1997	2,091,559
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L.E.I. LIFE ENERGY INTELLIGENCE and Design	75/982,400	10/15/2002	2,636,308
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L.E.I. LIFE ENERGY INTELLIGENCE Slanted Logo	75/644,715	09/11/2001	2,488,327
L.E.I. Slanted Logo	75/646,552	08/21/2001	2,480,482
LIFE ENERGY INTELLIGENCE	75/655,201	03/07/2000	2,326,247
LIFE ENERGY INTELLIGENCE	75/656,110	10/24/2000	2,398,654
one ring fly Design	74/721,632	03/25/1997	2,047,177
triple ring fly Design	75/138,458	10/14/1997	2,105,013
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L.E.I. and Design	75/982,474	10/29/2002	2,643,652
LIFE ENERGY INTELLIGENCE	75/982,376	10/29/2002	2,643,646
L.E. I. LIFE ENERGY INTELLIGENCE Riding Wear Design	74/456,166	12/20/1994	1,868,405



**EXHIBIT A**  
**U.S. TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>APPL#</b>	<b>REGDT</b>	<b>REG#</b>
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triple ring fly Design	75/138,458	10/14/1997	2,105,013

**EXHIBIT B**  
**U.S. TRADEMARK REGISTRATIONS**

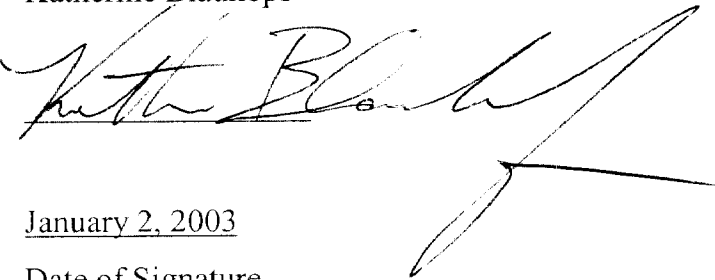
<b>MARK</b>	<b>FILED</b>	<b>APPL#</b>
BLUE PACIFIC	7/23/2002	78/146,720
BLUE PACIFIC BY ENERGIE	7/23/2002	78/146,725
E (Stylized)	3/1/1999	75/649,373
ENERGIE	4/29/2002	78/124,848
MCNAUGHTON WEAR	5/30/2002	78/131,972
NMCN	4/9/2002	78/120,388
NORTON MCNAUGHTON CLASSICS	5/16/2001	76/258,109
NORTON MCNAUGHTON ESSENTIALS	6/14/2000	76/070,279
NORTON MCNAUGHTON VIEWPOINT	5/10/2001	76/255,380
PANT-HER	6/4/2001	76/266,669
SUGAR BLUES	5/30/2002	78/132,036

**CERTIFICATE OF MAILING BY EXPRESS MAIL**

"Express Mail mailing number **EV 074694049 US**

I hereby certify that this correspondence is addressed to the TTAB Commissioner of Patents and Trademarks 2900 Crystal Drive, Arlington, VA 22202-3513, and is being deposited with the United States Postal Service "Express Mail Post Office to Addressee service on January 2, 2003.

Katherine Blaukopf

A handwritten signature in cursive script, appearing to read "Katherine Blaukopf", with a long, sweeping horizontal stroke extending to the right.

January 2, 2003

Date of Signature