

MASTER TRADEMARK ASSIGNMENT AGREEMENT

This Master Trademark Assignment Agreement is made between **B.E.M. ENTERPRISE, LTD.**, a Delaware corporation ("Assignor"), and **BADGLEY MISCHKA LICENSING LLC**, a Delaware limited liability company, having a place of business in New York, New York ("Assignee").

WHEREAS, Assignor is the owner of all rights, title and interest in and to the trademarks, trademark applications, and trademark registrations identified on Schedule A attached hereto (collectively the "Trademarks"); and

WHEREAS, Assignee, the successor to the portion of the Applicant business to which Trademarks pertain, which is ongoing and existing, is desirous of acquiring the Trademarks, together with the goodwill of the business symbolized by the Trademarks;

WHEREAS, Assignor is desirous of divesting the Trademarks, together with the goodwill of the business symbolized by the Trademarks;

WHEREAS, pursuant to the terms of a certain Asset Purchase Agreement between B.E.M. ENTERPRISE, LTD. (the Assignor herein), ESCADA (USA) INC., CANDIE'S, INC., and BADGLEY MISCHKA LICENSING LLC (the Assignee herein), of even date herewith (the "Asset Purchase Agreement") Assignor has agreed to assign all its right, title and interest in and to the Trademarks, including the goodwill of the business symbolized by the Trademarks;

WHEREAS, Assignor and Assignee are desirous of executing a document for the purposes of recordation in the various Trademark Offices title in and to the aforesaid Trademarks in the name of Assignee;

NOW THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, Assignor does hereby assign, sell and transfer to Assignee (the successor to the portion of the Applicant business to which Trademarks pertain, which is ongoing and existing), its successors and assigns all rights, title and interest in and to: (i) the Trademarks, including all applications and registrations thereof and the Certificates of Registration issued therefore, and any and all renewals thereof for the Trademarks, together with all goodwill pertaining thereto; (ii) all income, royalties, damages and payments which hereafter become due or payable in respect of the Trademarks (other than with respect to the Existing Inventory as defined in the Asset Purchase Agreement); (iii) all causes of action (in law or equity) and rights to sue, counterclaim and/or recover for present or future infringement thereof; and (iv) all rights corresponding to the foregoing throughout the world.

Assignor hereby authorizes the Commissioner of Patents and Trademarks of the United States and the appropriate empowered officials in the appropriate governmental offices in applicable jurisdictions throughout the world, outside the United States, to transfer all registrations and applications for the Trademarks to Assignee as assignee of the entire rights, title and interest therein, or otherwise as Assignee may direct, in accordance with this instrument of assignment, and to issue to Assignee all registrations which may issue with respect to any

trademark applications included in the Trademarks, in accordance with this Master Trademark Assignment Agreement.

Assignor shall not contest or challenge, or aid any other person or entity in so contesting or challenging, the validity of the Trademarks or Assignee's ownership thereof.

IN WITNESS WHEREOF, the undersigned have executed this Trademark Assignment Agreement effective as of October 29, 2004

[Two (2) Signature pages follow]

B.E.M. ENTERPRISE, LTD.

By: Christian D. Marques

Name: Christian D. Marques

Title: CFO

STATE OF New York ;
COUNTY OF New York } ss:

Before me, the undersigned, a Notary Public of the State of New York, personally appeared _____, having been sworn by me according to law did depose and say he was the _____ of _____ (the "Assignor") and did acknowledge the execution of the foregoing Master Trademark Assignment Agreement on behalf of said Assignor.

I HEREBY SET my hand and notarial seal this 29th day of October, 2004.


Michele Quick
Notary

MICHELE QUICK
Notary Public State of New York
No. 01QU5079964
Qualified In Kings County
Commission Expires 06/09/2007

Witness: [Signature]

Witness: Alden S. [Signature]

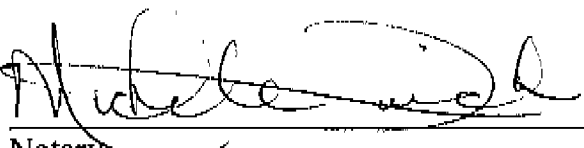
BADGLEY MISCHKA LICENSING LLC

By: 
Name: Neil Cole
Title: President and CEO

STATE OF New York }
COUNTY OF New York } ss:

Before me, the undersigned, a Notary Public of the State of New York, personally appeared _____, having been sworn by me according to law did depose and say he was the _____ of _____ (the "Assignee") and did acknowledge the execution of the foregoing Master Trademark Assignment Agreement on behalf of said Assignee.

I HEREBY SET my hand and notarial seal this 29th day of October, 2004.


Notary

MICHELE QUICK
Notary Public State of New York
No. 01QU5079964
Qualified in Kings County
Commission Expires 06/09/2007

Witness: 

Witness: 

Schedule A**Trademarks and Applications and Registrations Therefor**

<u>Country</u>	<u>Mark</u>	<u>Classes</u>	<u>App.#</u> <u>App. Date</u>	<u>Reg.#</u> <u>Reg. Date</u>
USA	BADGLEY MISCHKA	3	78/340,139 12/12/2003	
USA	BADGLEY MISCHKA	25	78/301,227 09/16/2003	
JAPAN	BADGLEY MISCHKA	25	52911/94 05/31/1994	3242219 12/25/1996