QMB No. 0661-0011 (exp. 4/94)

## **TRADEMARKSONLY**

Tab settings ⇒ ⇒ ▼ ▼ ▼	▼ ▼ ▼
To the Honorable Commissioner of Patents and Trademarks: F	
Name of conveying party(les):	Name and address of receiving party(les)
B.E.M ENTERPRISE, LTD.	Name: BADGLEY MISCHKA LICENSING LLC
	Internal Address:
© Individual(s) □ Association	Street Address: 215 WEST 40TH STREET
☐ General Partnership ☐ Limited Partnership	City: NEW YORK State: NY ZIP: 10018
© Corporation-State Delaware	· ·
Additional name(s) of conveying party(les) attached?   Yes	Individual(s) citizenship
3. Nature of conveyance:	Association     General Partnership     Limited Partnership
☑ Assignment ☐ Merger	□ Corporation-State
<ul> <li>☑ Assignment</li> <li>☑ Security Agreement</li> <li>☑ Change of Name</li> </ul>	☑ Other Delaware Limited Liability Company.
© Other	If sesignee is not domicited in the United States, a domestic representive designation is attached:
Execution Date: October 29, 2004	(Designations must be a séparate document from assignment) Additional name(s) & address(ss) attented? ☐ Yee ☑ No
4. Application number(s) or patent number(s):	
A. Trademark Application No.(s)	B. Trademark Registration No.(s)
78-301,227	
78-340,139	
	t teched? □ Yes ☑ No
	a. Tarakan at analigations and
<ol> <li>Name and address of party to whom correspondence concerning document should be mailed: -</li> </ol>	registrations involved:2
Name: GEOFFREY I, LANDAU	
Name:	7. Total fee (37 CFR 3.41)\$ 65.00
Internal Address:	☐ Enclosed
	Authorized to be charged to deposit account
Street Address: LACKENBACH SIEGEL	Please charge any additional fees due, or credit any over payment to:
P.O. Box 416	8. Deposit account number:
City: SCARSDALE State: NY ZIP: 10583	10-0100
· · · · · · · · · · · · · · · · · · ·	(Attach duplicate copy of this page if paying by deposit account
DO NOT U	SE THIS SPACE
Statement and signature.     To the best of my knowledge and belief, the foregoing information.	
9. Statement and signature.  To the best of my knowledge and belief, the foregoing informative original document.    Compared the original document   Compared the o	mation is true and correct and any attached copy is a true copy of 11/10/04
9. Statement and signature.  To the best of my knowledge and belief, the foregoing informative original document.  GEOFFREY I. LANDAU  Name of Person Signing	mation is true and correct and any attached copy is a true copy of

## 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 REEL: 002975 FRAME: 0543 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]

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TRADEMARK REEL: 002975 FRAME: 0544

B.E.W. ENTERPRISE, LID.	
By: (mulion ) Majer	
Name: Christian D. Margies	
Title: CFO	
. ) 1	
STATE OF New Sock }	
STATE OF NewYorK } COUNTY OF NewYorK}	
Before me, the undersigned, a Notary Public of the State of	, personally , 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 Tra behalf of said Assignor.	
I HEREBY SET my hand and notarial seal this 29 day of	October, 2004.
Wette	MiCHELE QUICK Notary Public State of New York No. 01QU5079964 Qualified in Kings County Commission Expires 06/09/200_7
Notary	
Witness:	_
Witness: Ofen Stepun	_

BADGIEV MISCHKALICENSING LLC
Ву:
Name: Neil Cake
Title: President and CEO
STATE OF Lew Jork}
COUNTY OF York ss:
Before me, the undersigned, a Notary Public of the State of 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 day of October, 2004.
MICHELE QUICK Notary Public State of New York No. 01 QU5079964 Qualified in Kings County Commission Expires 06/09/200
Notary
Witness: Peta Schn-

J-10-2004 12:35 LACKENBACH SIEGEL LLP P.06

## Schedule A

## Trademarks and Applications and Registrations Therefor

Country	<u>Mark</u>	<u>Classes</u>	App.# App. Date	<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

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REEL: 002975 FRAME: 0547