

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	SECURITY INTEREST		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Vera Wang Licensing LLC		04/27/2006	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	Rosenthal & Rosenthal, Inc.		
Street Address:	1370 Broadway		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	CORPORATION: NEW YORK		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78810648	VERA WANG	
CORRESPONDENCE DATA			
Fax Number:	(212)262-5152		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212-841-0545		
Email:	bfishkin@phillipsnizer.com		
Correspondent Name:	Barry H. Fishkin		
Address Line 1:	666 Fifth Avenue		
Address Line 2:	Phillips Nizer LLP		
Address Line 4:	New York, NEW YORK 10103		
NAME OF SUBMITTER:	Barry H. Fishkin		
Signature:	/Barry H. Fishkin/		
Date:	04/28/2006		

CH \$40.00 78810648

Total Attachments: 2

source=Assignment for one applicaiton Vera Wang#page1.tif

source=Assignment for one applicaiton Vera Wang#page2.tif

TRADEMARK COLLATERAL ASSIGNMENT

WHEREAS, Vera Wang Licensing LLC, a limited liability company formed under the laws of Delaware, located at 225 West 39th Street, New York, NY 10018 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Rosenthal & Rosenthal, Inc. ("Lender") pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated as of December 13, 2004, between Lender and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
April 27, 2006

JOSEPH C. WALSH
NOTARY PUBLIC STATE OF NEW YORK
No. 01WAS14077
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES FEBRUARY 13, 2010

VERA WANG LICENSING LLC
By: Vera Wang Becker
Name: Vera Wang Becker
Its: President

STATE OF NEW YORK)
COUNTY OF NEW YORK) ss.:

On this 27th day of April, 2006, before me personally came Vera Wang Becker to me known, who, being by me duly sworn, did depose and say that s/he is the President of Vera Wang Licensing LLC, the limited liability company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said limited liability company.

[Signature]
Notary Public

SCHEDULE A

Schedule A to a Trademark Collateral Assignment dated March _____, 2006, by and between Vera Wang Licensing LLC and Rosenthal & Rosenthal, Inc.

United States Trademark Applications

Trademark	Serial No.	Filing Date
VERA WANG	78/810648	February 14, 2006

RECEIVED
MAR 28 2006
FEDERAL BUREAU OF INVESTIGATION
U.S. DEPARTMENT OF JUSTICE