

07-24-2006

FORM PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 06/30/2005)



DEPARTMENT OF COMMERCE
Patent and Trademark Office

7.3.06

RECOR

103279088

To the Director of the U.S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):
 GUY WATELIN DE LUMMEN

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

Citizenship (see guidelines) France
 Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Additional name(s) & address(es) attached? Yes No

Name: BARNEY'S INC.
 Address: 575 5TH Avenue, New York, New York 10017

Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation - New York
 Other _____ Citizenship _____

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)

3. Nature of Conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: June 19, 2006

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)	B. Trademark Registration No.(s)		
	1,618,857	2,174,274	2,504,814

C. Identification or Description of Trademark(s): _____ Additional numbers attached? Yes No

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

Carol L. B. Matthews
 OBLON, SPIVAK, McCLELLAND, MAIER & NEUSTADT, P.C.
 Attorneys at Law
 1940 Duke Street
 Alexandria, Virginia 22314
 (703) 413-3000
 Email: tmdocket@oblon.com
 OSMMN Ref: 270656US-263151-263151-51

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 2.6(b)(6) & 3.41): \$90.00

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information

a. Credit Card (see attached form)
 b. Deposit Account Number: 50-2014

9. Signature: 3 July 06
 Signature Date

Carol L. B. Matthews
 Name of Person Signing

Total number of pages, including cover sheet, attachments, and document: 5

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, Virginia 22313-1450

07/24/2006 DBYRNE 00000147 1618857
 01 FC:8521
 02 FC:8522
 (40.00 DP
 50.00 DP)

TRADEMARK
 REEL: 003364 FRAME: 0292

Exhibit 1

ASSIGNMENT

WHEREAS, Guy Watelin, also known as Guy Watelin de Lummen, a French citizen, having an address at 21, rue Saint Guillaume, 75007 Paris, France (hereinafter "Watelin") has adopted and used in the United States the trademarks shown on Exhibit 1 (the "Trademarks"), all of which are registered in the United States Patent & Trademark Office;

WHEREAS, Barney's Inc., a New York corporation, having a principal business address at 575 5th Avenue, New York, New York 10017, (hereinafter "Barneys") is acquiring the Trademarks, and the U.S. registrations therefor, together with the goodwill symbolized by the Trademarks, pursuant to the Events of Default as set forth in the Trademark Security Agreement of 19 June, 2006;

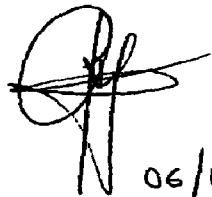
NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Watelin does hereby sell, transfer and assign to Barneys all rights, title and interest in and to the Trademarks, the U.S. Registrations therefor as shown on Exhibit A; and the goodwill symbolized by the Trademarks.

Watelin further assigns to Barneys all right to sue for and receive all damages accruing from past infringement of the Trademarks or any of them, and the Trademark registrations or registration.

This Assignment shall be binding upon the parties, their successors and/or assigns, and all others acting by, through, with or under their directions, and all those in privity therewith.

Notwithstanding anything contained in this Assignment to the contrary, this Assignment shall only be effective upon delivery by Barneys to either Vionnet or Watelin of written notice of an Event of Default as defined in Article 3 of the Trademark Security Agreement of June 19, 2006.

GUY WATELIN de LUMMEN



Date

06/19/2006

EXHIBIT C

TRADEMARK SECURITY AGREEMENT

This trademark security agreement (the "Trademark Security Agreement") is made and entered into as of June 19, 2006 by and between Guy Watelin de Lummen, born on June 27, 1945, in 92200 Neuilly-sur-Seine, France, of French nationality, whose address is 21, rue Saint Guillaume, 75007 Paris, France ("Lummen"), and Barney's Inc., a company organized under the laws of New York and having its offices at 575 5th Avenue, NY 10017, USA ("Barneys").

RECITALS

- A. Barneys has agreed to make advance payments against its purchase to support Vionnet's collection development costs pursuant to the terms and conditions set forth in Article 7 of the letter agreement dated June 19, 2006 (the "Agreement").
- B. In order to induce Barneys to make advance payments, Lummen has agreed to grant a personal guarantee to Barneys in the form of a security interest in the Vionnet trademarks registered in the United States of America, as identified in Exhibit A to the Agreement, which he personally owns (hereafter referred to as the "Trademark").

NOW, THEREFORE,

Lummen hereby covenants and agrees as follows:

Article 1. Grant of security interest. As collateral security for the timely and complete delivery of all purchases made by Barneys in respect to Vionnet ready-to-wear lines of respectively the Spring/Summer 2007 collection and the Fall/Winter 2007-08 collection, Lummen hereby grants and conveys to Barneys a security interest in and to Lummen's entire right, title and interest in and to the Trademark.

Article 2. Covenants and warranties. Lummen warrants, covenants, guarantees and agrees as follows:

- (a) Lummen is the sole owner of the Trademark;
- (b) Lummen shall protect, defend and maintain the validity and enforceability of the Trademark;
- (c) There are no pending or existing adverse orders, judgments, legal proceedings or actions, formal investigations, written claims, or consent agreement, and, to Lummen's knowledge, no restrictions or encumbrances regarding or relating to the Trademark in any jurisdiction in the United States of America;
- (d) The performance of this Trademark Security Agreement does not conflict with or result in a breach of any agreement to which Lummen is party or by which Lummen is bound;
- (e) Lummen has not granted a security interest in the Trademark in favor of any other person or entity;
- (f) Lummen shall not enter into any agreement that would materially impair or conflict with Lummen's obligations hereunder without Barneys prior written consent, which consent shall not be unreasonably withheld.



Article 3. Event of Default. The successive and cumulative occurrence of the following shall constitute an event of default ("Event of Default") hereunder:

- (i) More than ten percent (10%) of all the products ordered for either the Spring/Summer 2007 collection or the Fall/Winter 2007-08 collection have not been delivered within fifteen (15) days from the scheduled delivery date (hereafter referred to as a "Late Delivery");
- (ii) Subsequent to a Late Delivery, Barneys has requested in writing to Vionnet and Lummen the pro rata reimbursement (based on the percentage of non delivered products) of any prepayment made; and
- (iii) Neither Vionnet nor Lummen has reimbursed Barneys or Vionnet has not delivered the products to Barneys within fifteen (15) business days from the receipt of Barneys written request.

Article 4. Remedies. (a) If any Event of Default shall have occurred and be continuing, Barneys may, to the full extent permitted by law, exercise any and all rights as beneficial and legal owner of the Trademark, including, without limitation, perfecting assignment of any and all contractual rights and powers with respect to the Trademark and sell or assign or grant a license to use, or cause to be sold, assigned or licensed the Trademark free of all rights and claims of Lummen therein and thereto.

(b) Attached hereto as Exhibit 1 is an assignment (the "Assignment") which will become effective only in the event that any Event of Default shall have occurred and be continuing so as to trigger Article 4(a).

Article 5. Application of proceeds. The proceeds obtained pursuant to the exercise of any remedy set forth in Article 4 hereto shall be applied to the pro rata reimbursement of any prepayment made by Barneys which has not occurred following a Late Delivery. Lummen shall be entitled to receive any and all surplus remaining from such proceeds.

Article 6. Termination. When all the orders made for the Spring/Summer 2007 collection and the Fall/Winter 2007-08 collection have been fully and timely delivered or when any prepayment in relation thereto have been reimbursed, this Trademark Security Agreement shall terminate. In case no prepayment has been made by Barneys for the Spring/Summer 2007-08 collection, this Trademark Security Agreement shall terminate following the full and timely delivery of the Spring/Summer 2007 collection. In the event of termination, Barneys shall immediately cancel the Assignment and return the Assignment to Lummen.


Article 7. Governing law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

Article 8. Jurisdiction. The parties hereby consent to the exclusive jurisdiction of the State and the Federal courts sitting in the City of New York for any dispute arising under this Trademark Security Agreement.

Article 9. Execution. This Trademark Security Agreement may be executed in counterparts, each of which shall constitute an original and all of which, taken together, shall constitute one and the same document.

GUY WATELIN de LUMMEN

BARNEY'S, INC.



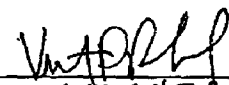
By: 
Name: VINCENT PHELAN
Title: SENIOR VICE PRESIDENT/TREASURER

EXHIBIT A

Trademark

Jurisdiction	Registration Number	Expiration Date of Registration	Class Number*
U.S.A	1,618,857	October 23, 2010	Class 25
U.S.A.	2,174,274	August 18, 2016	Class 3
U.S.A.	2,504,814	November 5, 2011	Classes 14, 18

* Class 3 – Fragrances/Cosmetics; Class 14 – Jewelry; Class 18 – Leather Goods; Class 25 – Clothing, footwear and headwear.





July 3, 2006



Honorable Commissioner for Trademarks
P.O. Box 1451
Alexandria, VA 22313-1451

ATTORNEYS AT LAW
CAROL L.B. MATTHEWS
(703) 413-3000
CMATTHEWS@OBLON.COM
*BAR OTHER THAN VIRGINIA

Re: BARNEY'S INC.
Mark: BARNEY'S, INC. GENERAL MATTERS
Trademark Security Agreement
Atty Dkt. No.: 270656US57SD

Dear Commissioner:

We enclose the following for filing in the U.S. Patent and Trademark Office:

Trademark Security Agreement

Also enclosed is the credit card payment form for the required filing fee in the amount of \$90.00.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Account No. 50-2014.

Please note: All electronic correspondence relating to this matter should be sent to tmddocket@oblon.com.

Respectfully submitted,

OBLON, SPIVAK, MCCLELLAND,
MAIER & NEUSTADT, P.C.



Carol L.B. Matthews

CM/kd



07-03-2006

U.S. Patent & TMO/TM Mail Rcpt Dt. #32

1940 DUKE STREET ■ ALEXANDRIA, VIRGINIA 22314 ■ U.S.A.
TELEPHONE: 703-413-3000 ■ FACSIMILE: 703-413-2220 ■ WWW.OBLON.COM

RECORDED: 07/03/2006

TRADEMARK
REEL: 003364 FRAME: 0297