

04-20-2007



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To the Director of the U.S. Patent and Trademark Office

Record the attached documents or the new address(es) below.

4.17.07

1. Name of conveying party(ies):

Guy Watelin de Lummen

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

Citizenship (see guidelines) France

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



2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? Yes No

Name: Barney's Inc.
 Address: 575 5th Avenue
New York, NY 10017
 Country: USA

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

3. Nature of Conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: March 26, 2007

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

Additional numbers attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is known):

- MADELEINE VIONNET M & Design, Reg. No. 1,618,857, Reg. Date: October 23, 1990
- M MADELEINE VIONNET & Design, Reg. No. 2,174,274, Reg. Date: July 21, 1998
- MADELEINE VIONNET M & Design, Reg. No. 2,504,814, Reg. Date: November 6, 2001

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

Carol L.B. Matthews, Esquire
 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: 307333US57

6. Total number of applications and registrations involved: 3

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

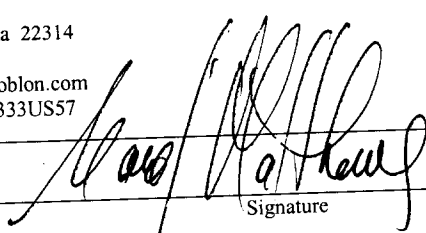
- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information

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

40.00 DP
50.00 DP

9. Signature:


 Signature
Carol L.B. Matthews, Esquire
 Name of Person Signing

17 April 07
Date

Total number of pages, including cover sheet, attachments, and document: 6

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, Virginia 22313-1450

04/19/2007 1618857

01 FD:8 21
02 FD:8 22

EXHIBIT C

Trademark Security Agreement

This trademark security agreement (the "Trademark Security Agreement") is made and entered into as of March 26, 2007, 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 March 26, 2007 (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 2008 collection and the Fall/Winter 2008-09 collection as well as any subsequent collection for which Barneys has made an advance against its orders, 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 2008 collection or the Fall/Winter 2008-09 collection or any subsequent season's collection ordered by Barneys 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 the pro rata reimbursement (based on the percentage of non delivered products) of any prepayment made; and
- (iii) Vionnet has neither reimbursed Barneys nor delivered the products to Barneys within fifteen (15) business days from the receipt of Barneys writing 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 Schedule 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 surplus remaining from such proceeds.

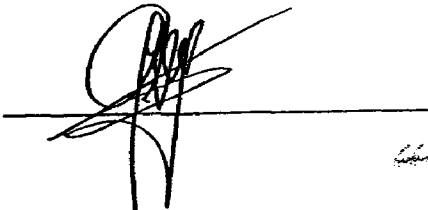
Article 6. Termination. When all the orders made for the Spring/Summer 2008 collection and the Fall/Winter 2008-09 collection have been fully and timely delivered or when any prepayment in relation thereto have been reimbursed, this Trademark Security Agreement shall terminate. In case no prepayment has been made by Barneys for the Fall/Winter 2008-09 collection, this Trademark Security Agreement shall terminate following the full and timely delivery of the Spring/Summer 2008 collection.

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.

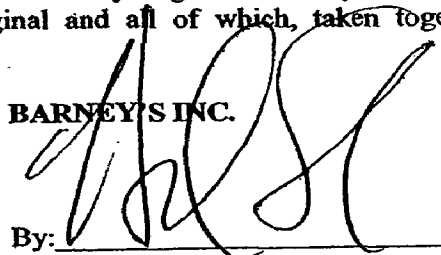
Article 8. Jurisdiction. The parties hereby consent to the exclusive jurisdiction of the State and the Federal courts sitting in the City of New York for any dispute arising under this Trademark Security Agreement.

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:
Title:

SCHEDULE 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 "Lummen") has adopted and used in the United States the trademarks shown on Exhibit A, all of which are registered in the United States Patent & Trademark Office;

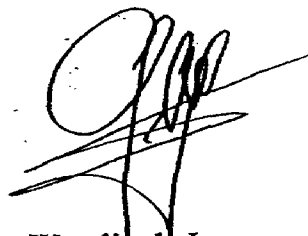
WHEREAS, Barney's Inc., a New York corporation, having a principal business address at 575 5th Avenue, New York, New York 10017 (hereinafter "Barneys") is acquiring the trademarks, and the U. S. registrations therefor, together with the goodwill symbolized by the trademarks, pursuant to the Events of Default as set forth in the Security Agreement of March 26, 2007;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, Lummen 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.

Lummen 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 Lummen of written notice of an Event of Default as defined in Article 3 of the Trademark Security Agreement dated March 26, 2007.



Guy Watelin de Lummen

Date: March 26, 2007

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.

