

# TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY		
<b>CONVEYING PARTY DATA</b>			
Name	Formerly	Execution Date	Entity Type
Bank of America	FORMERLY First National Bank of Boston	07/30/2009	CORPORATION: DELAWARE
<b>RECEIVING PARTY DATA</b>			
Name:	Nine West Development Corporation		
Street Address:	1007 Orange Street		
Internal Address:	Suite 225		
City:	Wilmington		
State/Country:	DELAWARE		
Postal Code:	19801		
Entity Type:	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 5</b>			
Property Type	Number	Word Mark	
Registration Number:	1897026	JUST LIBBY	
Registration Number:	1772454	SAM & LIBBY	
Registration Number:	1778203	SAM & LIBBY	
Registration Number:	1646905	SAM & LIBBY	
Registration Number:	1786205	SAM & LIBBY	
<b>CORRESPONDENCE DATA</b>			
Fax Number:	(212)921-5370		
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>			
Phone:	212 642-3867		
Email:	kb@jny.com		
Correspondent Name:	Katherine Blaukopf		
Address Line 1:	1411 Broadway		
Address Line 2:	39th Floor		
Address Line 4:	New York, NEW YORK 10018		

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**TRADEMARK**  
 REEL: 004038 FRAME: 0167

ATTORNEY DOCKET NUMBER:	SEC. RE. SAM LIBBY ET AL
NAME OF SUBMITTER:	Laurie J. Gentile
Signature:	/laurie j. gentile/
Date:	08/05/2009
<b>Total Attachments: 3</b> source=release - BOA - SLJ (2)#page1.tif source=release - BOA - SLJ (2)#page2.tif source=release - BOA - SLJ (2)#page3.tif	

## NOTICE OF RELEASE OF SECURITY INTEREST

WHEREAS, SLJ Retail, LLC ("SLJ"), an affiliate of Maxwell Shoe Company and Maxwell Footwear of California, Inc. (together, "Maxwell") and First National Bank of Boston ("BankBoston"), as Agent for the benefit of various financial institutions acting as Lenders under and as defined in a Credit Agreement dated as of April 14, 1997 among SLJ, BankBoston as Agent and such Lenders (the "Credit Agreement"), entered into a Collateral Assignment of Licenses Agreement (the "Assignment Agreement"), dated April 14, 1997;

WHEREAS, pursuant to the Assignment Agreement, SLJ granted BankBoston a security interest in and collaterally assigned to BankBoston all of SLJ's right, title and interest in and to a certain Retail License Agreement dated as of April 14, 1997 (the "License Agreement") between Sprague Company, Inc. ("Sprague"), as licensor, and SLJ, as licensee, relating to certain names and trademarks then owned by Sprague (the "Trademarks"), including the Trademarks listed on Schedule A attached hereto;

WHEREAS, notice of the security interest in and collateral assignment of the License Agreement relating to the Trademarks was given pursuant to a Notice of Collateral Assignment of Licenses dated as of April 14, 1997, which was filed and recorded in the U.S. Patent and Trademark Office against the United States Trademarks listed on Schedule A, on April 16, 1997 at Reel 1572, Frame 0199;

WHEREAS, the indebtedness secured by the Assignment Agreement has been satisfied and the License Agreement relating to the Trademarks and the rights granted to SLJ therein have been terminated, effectively terminating the Assignment Agreement;

WHEREAS, in connection with an acquisition by Jones Apparel Group, Inc. of Maxwell and its affiliates, including SLJ, on July 8, 2004, the Trademarks were assigned to Nine West Development Corporation ("Nine West"), an indirect wholly owned affiliate of Jones Apparel Group, Inc., and Nine West is the successor in interest to Maxwell and Sprague with respect to the Trademarks; and

WHEREAS, Bank of America ("Bank of America") as successor-in-interest to BankBoston, desires to release its security interest in and collateral assignment of the terminated License Agreement recorded against the Trademarks;

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, Bank of America hereby relinquishes, releases and terminates any and all claims and security interests that Bank of America may have in any property obtained pursuant to the Assignment Agreement, including the Trademarks identified in Schedule A attached hereto.

BANK OF AMERICA

By: David Vega

Name: DAVID VEGA

Title: MANAGING DIRECTOR

Dated: 7/30, 2009

TRADEMARK

REEL: 004038 FRAME: 0169

SCHEDULE A

**United States Trademarks**

Mark	Registration No.	Registration Date	Class	Country
JUST LIBBY	1,897,096	May 30, 1995	25	USA
SAM & LIBBY	1,772,454	May 18, 1993	25	USA
SAM & LIBBY (block letters)	1,778,203	June 22, 1993	42	USA
SAM & LIBBY (logo)	1,646,905	June 4, 1991	25	USA
SAM & LIBBY	1,786,205	August 3, 1992	25	USA

**Foreign Trademarks**

Mark	Registration No.	Registration Date	Class	Country
SAM & LIBBY	814023185	May 28, 1991	25	Brazil
SAM & LIBBY (block letters)	569171	October 19, 1991	25	China
SAM & LIBBY (block letters)	1699628	February 6, 1991	25	France
SAM & LIBBY	1187/1993	July 24, 1990	25	Hong Kong
SAM & LIBBY	308134	July 12, 1994	25	Indonesia
SAM & LIBBY	574523	March 24, 1989	25	Italy
SAM & LIBBY (block letters)	400179	July 29, 1990	25	Mexico
SAM & LIBBY	86996	July 22, 1993	25	Philippines
SAM & LIBBY	32127	March 4, 1993	25	Puerto Rico
SAM & LIBBY (block letters)	302292	January 10, 1992	Puerto Rican Class 39	Puerto Rico
SAM & LIBBY (block letters)	1304811	September 7, 1995	25	Spain
SAM & LIBBY (logo)	434895	March 16, 1989	Taiwan Class 41 (boots and shoes)	Taiwan

STATE OF Massachusetts )  
COUNTY OF Middlesex )ss.:

On this 30 day of July, 2009, before me, the undersigned, a Notary Public in and for the County and State personally appeared David Vega, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who executed the within on behalf of the Bank of America therein named, and acknowledged to me that Bank of America executed it.

Kellen Thompson 4/7/2011  
Notary Public