

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Transfer of Security Interest/Confirmation of Security Interest

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
PARADOX SYNDICATION LLC		08/26/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

Name:	BJ Agent LLC (as new agent)
Street Address:	52-16 Barnett Avenue
City:	Long Island City
State/Country:	NEW YORK
Postal Code:	11104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 8**

Property Type	Number	Word Mark
Serial Number:	73666094	BETSEY JOHNSON
Serial Number:	75101474	U L T R A BETSEY JOHNSON
Serial Number:	76416159	BETSEY JOHNSON
Serial Number:	78193832	BETSEYVILLE BY BETSEY JOHNSON
Serial Number:	78834547	BETSEY JOHNSON
Serial Number:	78834558	BETSEY JOHNSON
Serial Number:	78834563	BETSEYVILLE
Serial Number:	78834566	BETSEYVILLE

**CORRESPONDENCE DATA**

Fax Number: (202)739-3001  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 202-739-5652  
 Email: chowell@morganlewis.com  
 Correspondent Name: Catherine R. Howell, Senior Paralegal

CH \$215.00 73666094

**900170469**

**TRADEMARK  
 REEL: 004269 FRAME: 0077**

Address Line 1: 1111 Pennsylvania Ave., N.W. Attn: TMSU  
Address Line 2: Morgan, Lewis & Bockius LLP  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20004

ATTORNEY DOCKET NUMBER:	S. MADDEN/NEW AGENT/ML
NAME OF SUBMITTER:	Catherine R. Howell, Senior Paralegal
Signature:	/Catherine R. Howell/
Date:	08/27/2010

Total Attachments: 10  
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## **CONFIRMATION OF TRADEMARK SECURITY INTEREST ASSIGNMENT**

This Confirmation of Trademark Security Interest Assignment (the "Confirmation Agreement") dated as of August 26, 2010 is made by Paradox Syndication LLC, in its capacity as Existing Agent (as defined in the Agent Removal and Appointment Agreement described below) (in such capacity, the "Assignor") in favor of BJ Agent LLC, a Delaware limited liability company, in its capacity as New Agent (as defined in the Agent Removal and Appointment Agreement described below) (in such capacity, the "Assignee").

WHEREAS, pursuant to that certain Loan and Security Agreement, dated as of August 20, 2007 (as amended, supplemented or otherwise modified from time to time, the "Loan and Security Agreement") among Betsey Johnson LLC, the Existing Agent and the other financial institutions or entities from time to time parties thereto (the "Lenders"), Betsey Johnson LLC pledged and granted to the Existing Agent, for the benefit of the Lenders a continuing first lien security interest in, among other things the Trademarks (as defined below);

WHEREAS, pursuant to that certain Agent Removal and Appointment Agreement between the Existing Agent, the New Agent and BJ Acquisition LLC, a Delaware limited liability company, BJ Acquisition LLC has removed the Existing Agent and appointed the New Agent, and the Existing Agent has agreed to assign its security interest in the trademarks, trademark applications and trademark registrations, identified on Schedule A attached hereto (the "Trademarks"), to the New Agent;

WHEREAS, Assignor and Assignee desire to record the transfer of security interest in the aforesaid Trademarks from the Assignor to the Assignee in the United States Patent and Trademark Office;

NOW THEREFORE, Assignor and Assignee hereby confirm that effective as of August 26, 2010, Assignor assigned and does hereby assign to Assignee, its successors and assigns, Assignor's security interest in the Trademarks.

Assignor hereby authorizes the appropriate empowered officials in the appropriate governmental offices in jurisdictions throughout the world to transfer Assignor's security interest in the Trademarks to Assignee as assignee in accordance with this instrument of assignment. Further, Assignor shall take all additional steps necessary, including the execution of any additional documents and instruments reasonably requested by Assignee in order to effect or memorialize the intent of this Confirmation Agreement.

Assignor represents that it has the authority to make and enter into this Confirmation Agreement.

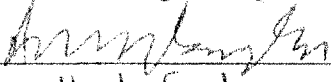
IN WITNESS WHEREOF, the undersigned have executed this Confirmation Agreement effective as of the date hereof.

[Signature pages follow]



Acknowledged and Agreed:

**BJ AGENT LLC**, as Assignee and New Agent

By:   
Name: Anandhesh Sinha  
Title: Chief Operating Officer

Signature Page to Confirmation of Trademark Security Interest Assignment

**Schedule A**

Trademarks

<b>Country</b>	<b>Trademark</b>	<b>Application Number</b>	<b>Application Date</b>	<b>Registration Number</b>	<b>Registration Date</b>	<b>International Class - Goods</b>
Canada	Betsey Johnson	854435	8/25/97	655918	12/29/05	9
Canada	Betsey Johnson	854435	8/25/97	655918	12/29/05	3
Canada	Betsey Johnson	854435	8/25/97	655918	12/29/05	25
Canada	Betsey Johnson	854435	8/25/97	655918	12/29/05	35
Canada	Betsey Johnson	854435	8/25/97	655918	12/29/05	18/24/27
Canada	Betseyville	1309388	7/18/06	TMA6413 3		18
Canada	Betseyville	1309388	7/18/06			24
Canada	Betseyville	1309388	7/18/06	TMA6413 3		25
Canada	Betseyville	1309388	7/18/06	TMA6413 3		35
China	Betsey Johnson	5452979	6/30/06	5452979	9/14/09	3
China	Betsey Johnson	970073039	7/16/97	1210232	9/28/98	18
China	Betsey	9800010344	2/5/98	1270941	5/7/99	25

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
	Johnson					
China	Betseyville	5452978	6/30/06	5452978	8/28/09	18
China	Betseyville	5452977	6/30/06	5452977	8/21/09	25
European Community	Betsey Johnson	582031	7/10/97	582031	6/29/99	3
European Community	Betsey Johnson	582031	7/10/97	582031	6/29/99	18
European Community	Betsey Johnson	582031	7/10/97	582031	6/29/99	25
European Community	Betseyville	5176706	7/3/06	5176706	6/8/07	18
European Community	Betseyville	5176706	7/3/06	5176706	6/8/07	24
European Community	Betseyville	5176706	7/3/06	5176706	6/8/07	25
Hong Kong	Betsey Johnson	1582/98	2/10/98	B16037/9 9	2/10/98	18

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Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Hong Kong	Betsey Johnson	1582/98	2/10/98	B16037/99	2/10/98	25
Hong Kong	Betsey Johnson	300665460	6/23/06	300665460	6/23/06	3
Hong Kong	Betsey Johnson	300665460	6/23/06	300665460	6/23/06	9
Hong Kong	Betsey Johnson	300665460	6/23/06	300665460	6/23/06	14
Hong Kong	Betseyville	300665479	6/23/06	300665479	6/23/06	18
Hong Kong	Betseyville	300665479	6/23/06	300665479	6/23/06	25
India	Betsey Johnson	1470038	7/14/06			3
India	Betsey Johnson	1470038	7/14/06			25
Italy	Betsey Johnson	48360-0/89	3/29/89	872201	2/18/92	25
Japan	Betsey Johnson	122990/97	6/2/97	4253208	3/19/99	18
Japan	Betsey Johnson	H05-057812	6/11/93	2692907	8/31/94	24/25
Japan	Betsey	2006-61251	6/30/05	5112947	2/22/08	3



Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
	Johnson					
Japan	Betsey Johnson	2006-113891	12/8/06	5088264	11/2/2007	3/24/25/27
Japan	Betsey Johnson	2006-23294	3/15/06	5019712	1/19/07	9
Japan	Betsey Johnson	2006-23294	3/15/06	5019712	1/19/07	14
Japan	Betsey Johnson	2007-031524	4/21/07	5177002	10/31/08	35
Japan	Betseyville	2006-59313	6/26/06	5012956	12/22/06	18
Japan	Betseyville	2006-59313	6/26/06	5012956	12/22/06	25
Mexico	Betsey Johnson	126239	11/6/91	429504	1/20/93	25
South Korea	Betsey Johnson	40-2006-28405	5/26/06	694455	1/18/07	18
South Korea	Betsey Johnson	40-2007-0049392	9/19/07	40080078 30000	9/14/09	25
Russia	Betsey Johnson	2005-732743	12/19/05	323601	4/2/07	3
Russia	Betsey Johnson	2005-732743	12/19/05	323601	4/2/07	14
Russia	Betsey	2005-	12/19/05	323601	4/2/07	9

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
	Johnson	732743				
Russia	Betsey Johnson	2005-732743	12/19/05	323601	4/2/07	18
Russia	Betsey Johnson	2005-732743	12/19/05	323601	4/2/07	25
Taiwan	Betsey Johnson	91021042	5/24/02	1047792	6/16/03	25
Taiwan	Betsey Johnson	09503 2085	6/21/02			3
Taiwan	Betsey Johnson	09503 2085	6/21/02			18
Taiwan	Betseyville	09503 2127	6/21/06			3
Taiwan	Betseyville	09503 2127	6/21/06			18
Turkey	Betsey Johnson	2006-030749	6/26/06	2006 030749		3
Turkey	Betsey Johnson	2005/04970 3	11/21/05	2005 49703	11/21/05	9
Turkey	Betsey Johnson	2005/04970 3	11/21/05	2005 49703	11/21/05	14
Turkey	Betsey Johnson	2005/04970 3	11/21/05	2005 49703	11/21/05	18

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
Turkey	Betsey Johnson	2005/049703	11/21/05	200549703	11/21/05	25
UAE	Betsey Johnson	82699	7/10/06			3
UAE	Betsey Johnson	80899	5/21/06	78804	1/15/07	18
UAE	Betsey Johnson	65373	11/30/04	53885	6/18/05	25
UAE	Betseyville	82589	7/5/06			18
United States	Betsey Johnson	73/666,094	6/10/87	1509297	10/18/88	25
United States	Betsey Johnson	73/666,094	6/10/87	1509297	10/18/88	42
United States	Betsey Johnson	76/416,159	5/31/02	2706856	4/15/03	3
United States	Betsey Johnson	78/834,547	3/10/06	3232866	4/24/07	18
United States	Betsey Johnson	78/834,558	3/10/06			9
United	Betsey	78/834,558	3/10/06	3447088	6/10/08	9/14

Country	Trademark	Application Number	Application Date	Registration Number	Registration Date	International Class - Goods
States	Johnson					
United States	Betsey Johnson	78/834,558	3/10/06			24/27
United States	Betseyville	78/834,563	3/10/06	3210939	2/20/07	18
United States	Betseyville	78/834,566	3/10/06			24
United States	Betseyville by Betsey Johnson	78/193,832	12/13/02	2855216	6/15/04	25
United States	Ultra Betsey Johnson  (note: this mark will not be renewed)	75/101474	5/9/96	2104236	10/7/97	25

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