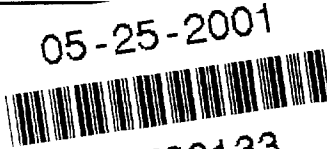


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(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDED
7



U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patent.

101729133

...enclosed original documents or copy thereof.

1. Name of conveying party(ies):

Judith Jack, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: April 26, 2001

2. Name and address of receiving party(ies)

Name: Victoria + Co., Ltd.

Internal

Address: _____

Street Address: 10 New Road

City: East Providence State: RI Zip: 02916

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Rhode Island
- 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)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75/575,692
76/199,711
76/216,518

B. Trademark Registration No.(s)

1,573,260 2,378,930 1,879,195
1,804,362 1,708,038 No

Additional number(s) attached Yes No

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

Name: Sandra Rose

Internal Address: Legal Department

Jones Apparel Group

Street Address: 1411 Broadway

City: New York State: NY Zip: 10018

6. Total number of applications and registrations involved: _____

8

7. Total fee (37 CFR 3.41).....\$ 215.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-1650

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sandra Rose
Name of Person Signing

Sandra Rose
Signature

May 1, 2001
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002303 FRAME: 0041

UNITED STATES TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated April 26, 2001 between JUDITH JACK, LLC, a Delaware limited liability company with principal offices and a place of business at 392 Fifth Avenue, New York, New York 10018 (**Assignor**), and VICTORIA + Co., Ltd., a Rhode Island corporation, with offices and a place of business at 10 New Road, East Providence, Rhode Island 02916 (**Assignee**).

WHEREAS, Assignor, by itself and through its predecessors in interest, adopted and has used the trademark JUDITH JACK and variations and combinations thereof, and is the owner of such trademarks and of the related United States trademark registrations and applications for registration and the unregistered trademarks listed in Exhibit A annexed hereto and made a part hereof (collectively, the **"Trademarks"**), and the goodwill of the business in connection with which such Trademarks are used and which is symbolized thereby; and

WHEREAS, Assignee desires (i) to acquire all of Assignor's right, title and interest in and to all of the Trademarks (including all registrations, renewals and applications therefor) and the goodwill of the business in connection with which such Trademarks are used and which is symbolized thereby, along with the right to recover for damages and profits for past infringements thereof, and (ii) to become the successor to the portion of Assignor's business to which any intent-to use applications for the Trademarks apply, which business is ongoing and existing;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee, free and clear of all liens and encumbrances, as provided in Section 2.1 of the Asset Purchase Agreement entered into between the parties on April 26, 2001, all of Assignor's right, title and interest in and to the following:

1. the Trademarks, and all applications, registrations and renewals thereof;
2. the goodwill of the business symbolized by and associated with such Trademarks;
3. the intent-to-use applications for the Trademarks on Schedule A, together with the portion of the business of Assignor to which those Trademarks apply, which business is ongoing and existing; and
4. the right to sue and recover damages and profits for past infringements, if any.

Assignor agrees to execute and deliver, at Assignee's reasonable request, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may reasonably require in order to vest all of Assignor's rights, title and interest in and to the Trademarks in Assignee, or its successors and assigns, and/or to reasonably provide evidence to support the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor, provided Assignee reimburses the

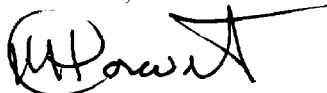
Assignor, at Assignor's reasonable request, for reasonable fees and/or expenses incurred by Assignor relating thereto.

This United States Trademark Assignment is governed by the laws of the State of New York, applicable to contracts made and performed within such State, without reference to its conflicts of laws provisions, and shall also be subject to the trademark laws of the United States, as applicable.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed in its corporate name by its duly authorized officer this 26th day of April, 2001.

ASSIGNOR:

JUDITH JACK, LLC



By: MICHAEL E. HORKOWITE


Title: PRESIDENT

Date: APRIL 26 2001

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

VICTORIA + CO., LTD.

By: 
Title: Senior Executive Vice President
Date: 4/25/01

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

On this 26 day of April, 2001, before me, a Notary Public in and for the County of New York, in the State of New York, personally appeared Michael E. Horowitz, to me known to be the President of of Judith Jack, LLC, and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.

ANDREW B. McCracken
Notary Public, State of New York
No. 01MC6051881
Qualified in New York County
Commission Expires Dec. 4, 2002

Andrew B. McCracken
NOTARY PUBLIC

My Commission expires: December 4, 2002

STATE OF RHODE ISLAND)
) : ss.
COUNTY OF Providence)

On this 25th day of April, 2001, before me, a Notary Public in and for the County of Providence, in the State of Rhode Island, personally appeared STEVEN J. O'NEIL, to me known to be the Senior Executive Vice President of Victoria + Co. Ltd., and being duly sworn, averred that, being duly authorized, (s)he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.

Lynn M. Malloney
NOTARY PUBLIC

My Commission expires: 2/12/05

SCHEDULE A

United States Applications and Registrations

<u>MARK</u>	<u>SERIAL NO.</u>
JUDITH BY JUDITH JACK	75 / 575,692
JJ 5 TH AVENUE	76 / 199,711
SAVOY COLLECTION BY JUDITH JACK	76 / 216,518

<u>MARK</u>	<u>REG. NO.</u>
REFLECTIONS BY JUDITH JACK	1,573,260
JJ & Design	1,804,362
JJ JUDITH JACK	2,378,930
JUDITH JACK	1,708,038
SENTIMENTAL JOURNEY	1,879,195

COMMON LAW MARKS

SAVOY COLLECTION BY JUDITH JACK	SAVOY BY JUDITH JACK
14K COLLECTION BY JUDITH JACK	SAVOY 2000
RETRO 2000 BY JUDITH JACK	JUDITHJACK.COM
TIMEPIECES BY JUDITH JACK	
DECO COLLECTION BY JUDITH JACK	
DECO BY JUDITH JACK	
14 KARATS BY JUDITH JACK	