

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
McGregor II, LLC		03/31/2005	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	McGregor Fashion Group N.V.
<b>Street Address:</b>	Hoofdstraat 23-25
<b>City:</b>	3971 KA DRIEBERGEN-RIJENSBURG
<b>State/Country:</b>	NETHERLANDS
<b>Entity Type:</b>	CORPORATION: NETHERLANDS

**PROPERTY NUMBERS Total: 17**

Property Type	Number	Word Mark
Registration Number:	1861890	BAGPIPER
Registration Number:	1266393	COMPETITORS
Registration Number:	2559042	DRIZZLER
Registration Number:	1620002	MAXIMUM
Registration Number:	1092303	MC GREGOR
Registration Number:	1264324	MC GREGOR
Registration Number:	2818264	MCG SPORT BY MCGREGOR
Registration Number:	2618529	MCGREGOR
Registration Number:	1064501	MCGREGOR
Registration Number:	1653010	MCGREGOR
Registration Number:	1630158	MCGREGOR
Registration Number:	1074608	MCGREGOR
Registration Number:	1244574	MCGREGOR
Registration Number:	1941436	MCGREGOR

**CH \$440.00 1861890**

Registration Number:	1958278	MCGREGOR COORDINATED SPORTSWEAR SINCE 1921
Registration Number:	1025301	RAM JET
Registration Number:	832567	SCOTLANA

**CORRESPONDENCE DATA**

Fax Number: (215)965-1210  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 215.965.1257  
Email: lladzenski@akingump.com  
Correspondent Name: Maureen C. Kassner  
Address Line 1: 2005 Market Street, Suite 2200  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7013

ATTORNEY DOCKET NUMBER:	209896.5006/AFF
-------------------------	-----------------

**DOMESTIC REPRESENTATIVE**

Name: Maureen C. Kassner  
Address Line 1: 2005 Market Street, Suite 2200  
Address Line 4: Philadelphia, PENNSYLVANIA 19103-7013

NAME OF SUBMITTER:	Maureen C. Kassner
--------------------	--------------------

Signature:	/Maureen C. Kassner/
------------	----------------------

Date:	11/29/2005
-------	------------

Total Attachments: 6  
source=mcgregor assignment#page1.tif  
source=mcgregor assignment#page2.tif  
source=mcgregor assignment#page3.tif  
source=mcgregor assignment#page4.tif  
source=mcgregor assignment#page5.tif  
source=mcgregor assignment#page6.tif

# lexence

HrV/CvK - 4889/f7521



Seen by me, Hendrik ten Voorde, civil law notary in the city of Amsterdam, the Netherlands, for legalisation of the signature of:

**Mr. Remco Henricus Bernardus Vermeij**, born on June 26, 1968, holder of a Netherlands driving licence with number 3116716446, issued on 27 March 1997, who signed the attached document as a written attorney of:

**Mr. Maarten Jeroen Schothorst**, born in Blaricum, the Netherlands, on 20 May, 1961, residing at (1272 ND) Huizen, the Netherlands, Valkeveenselaan 32, holder of a Netherlands passport with number BA0013689, who granted this power of attorney on 30 March 2005 in his capacity of independently authorised managing director of the public company under Netherlands law: **McGregor Fashion Group N.V.**, with statutory seat in Driebergen, the Netherlands, and office address at (3971 KA), Driebergen-Rijsenburg, the Netherlands, Hoofdstraat 23, registered with the Netherlands Chamber of Commerce under number 30115700,

of which power of attorney appears from a photostatic thereof, as attached to this statement (Annex).

This statement explicitly contains no judgement as to the contents of this document.

Amsterdam, 19 April 2005.

A handwritten signature in black ink, appearing to read 'H. ten Voorde', written in a cursive style.

TRADEMARK

REEL: 003200 FRAME: 0448

**APOSTILLE**

Convention de La Haye du 5 octobre 1961

1. Country: THE NETHERLANDS  
This public document
2. Has been signed by: Mr. H. ten Voorde
3. Acting in the capacity of: Notaris te Amsterdam
4. Bears the seal/stamp of  
Mr. H. ten Voorde  
Certified
5. At Amsterdam
6. The 20 APR 2005
7. By the registrar of the Court in Amsterdam
8. No: 008535
9. Seal/Stamp
10. Signature  
mw. F. El Gueriri



**TRADEMARK ASSIGNMENT**

WHEREAS, McGregor II, LLC, a Delaware limited liability company ("MII"), with offices at 11200 East 45<sup>th</sup> Ave., Denver, CO 80239 ("Assignor") is the owner of all right, title and interest in and to the trademarks and United States trademark applications/registrations in the United States Patent and Trademark Office set forth and more particularly described on Schedule A hereto, and all right, title and interest in and to the trademarks and trademark applications/registrations in other jurisdictions set forth and more particularly described on Schedule B hereto (collectively, the "Trademark Registrations"); and

WHEREAS, on July 1, 1997, McGregor II, LLC became successor by merger to McGregor I Corporation, a Delaware corporation, which concurrently became successor by merger to McGregor Corporation, a New York corporation; and

WHEREAS, McGregor Fashion Group N.V., a Netherlands corporation, with offices at Hoofdstraat 23-25, 3971 KA Driebergen-Rijensburg, Netherlands ("Purchaser") and Assignor have executed an Asset Purchase Agreement pursuant to which Assignor assigned to Purchaser any and all rights that Assignor has in the Trademark Registrations and any common law rights therein (collectively, the "Trademark Rights"), together with the goodwill of the business in connection with which the said Trademark Rights are used and which is symbolized by said Trademark Rights, along with the right to recover for damages and profits for past infringements thereof; and

WHEREAS, Purchaser has immediately upon acquiring the Trademark Rights from Assignor contributed the Trademark Rights (together with the goodwill of the business in connection with which the said Trademark Rights are used and which is symbolized by said Trademark Rights) to its newly established subsidiary MFG Licensing GmbH ("Assignee"), a Swiss corporation with offices at Fabrikweg 16, 5033 Buchs (AG), Switzerland, and

WHEREAS, Assignor agrees to execute and deliver, at the request of Purchaser all papers, instruments, and assignments, and to perform any other reasonable acts the Purchaser may require in order to vest all Assignor's right, title, and interest in and to the said Trademark Rights in the Assignee and/or to provide evidence to support any of the foregoing in the event such evidence is deemed necessary by Purchaser, to the extent such evidence is in the possession or control of Assignor.

NOW THEREFORE, for the good and valuable consideration, the receipt of which is hereby acknowledged, Assignor does hereby sell and assign unto Purchaser and Purchaser hereby contributes unto Assignee all its right, title and interest in and to the Trademark Rights, together with the goodwill of the business in connection with which the said Trademark Rights are used and which is symbolized by said Trademark Rights, along with the right to recover for damages and profits for past infringements thereof.





IN WITNESS WHEREOF, Assignee has caused this instrument to be executed as of March 31, 2005.

MFG LICENSING GMBH, ASSIGNEE

By: [Signature]  
Name: G. Favre  
Title: Managing Director

Vu uniquement pour l'authentification de la signature de :

Monsieur Gérard FAVRE, de Roger, domicilié à Venthône (Valais, Suisse),

apposée ci-dessus et confirmée par devant moi par le signataire, dont l'identité est parfaitement connue du notaire soussigné.

Le notaire soussigné atteste en outre également que Monsieur Gérard FAVRE prénommé est autorisé à représenter la société MFG Licensing GmbH de siège social à Buchs (AG), disposant de la signature individuelle en sa qualité de gérant non associé de la société.

*17/1/2005*

Sierre (Valais, Suisse), le 29 avril 2005

L'atteste : Nicolas CHERVET, notaire



**APOSTILLE**  
(Convention de la Haye du 5 octobre 1961)

1. Pays: Suisse  
Le présent acte public

2. a été signé par le Nicolas Chervet

3. agissant en qualité de notaire

4. est revêtu du sceau/timbre de notaire à Sierre

Attesté

5. à Sierre le 2 mai 2005

7. par M. Jean Pierre Tuffery, Vice-Président

8. sous N° 20107 10. Signature: [Signature]

9. Sceau/timbre:

Droits de timbre acquittés  
Caisse d'Etat du Valais

1/1

**POWER OF ATTORNEY**  
**McGREGOR FASHION GROUP N.V.**

The undersigned:

**McGREGOR FASHION GROUP N.V.**, a public company organized and existing under the laws of the Netherlands, with registered seat at Driebergen, with its offices at Hoofdstraat 23-25, (3971 KA) Driebergen, the Netherlands, for these purposes duly represented by its statutory director Mr. M.J. Schothorst, hereinafter referred to as: "McG";

declares to appoint:

- Mr. C.G. Schimmel; and/or
- Mr. J.E. van Straaten; and/or
- Mr. R. Vermeij;

(each of them hereinafter jointly and individually referred to as the "Attorney"),

to perform, each individually or jointly, on behalf of and in name of McG all acts and things and to execute and sign all deeds and documents which the Attorney may consider necessary or advisable in connection with the closing of the transaction as contemplated by the Trademark Purchase and Assignment Agreement dated March 11, 2005, between McG and McGregor II, LLC, a Delaware limited liability company (the "Purchase Agreement"), including, but not limited to the signing of the Trademark Assignments and the Escrow Release Letter, and all further deeds and documents ancillary to the Purchase Agreement.

Signed at Driebergen, on 30 March 2005

  
\_\_\_\_\_  
**McGregor Fashion Group N.V.**  
By: Mr. M.J. Schothorst