

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
E.M. Lawrence, Ltd.		02/26/2009	CORPORATION: NEW JERSEY

RECEIVING PARTY DATA

Name:	Fashion Avenue Sweater Knits, LLC
Street Address:	225 West 37th Street 8th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	LIMITED LIABILITY COMPANY: NEW YORK

PROPERTY NUMBERS Total: 12

Property Type	Number	Word Mark
Serial Number:	73774522	ALL POINTS
Serial Number:	77263808	ANNIE SUE
Serial Number:	73785132	CANDOR
Serial Number:	73718452	IMARI
Serial Number:	77072001	
Serial Number:	78358081	
Serial Number:	76423549	POUT
Serial Number:	77072010	POUT
Serial Number:	77072021	POUT
Serial Number:	78358073	POUT
Serial Number:	73067876	REFERENCE POINT
Serial Number:	78578583	REFERENCE POINT II

CORRESPONDENCE DATA

Fax Number: (212)643-6500
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 212643700
Email: bgarces@sillscummis.com, pto@sillscummis.com
Correspondent Name: Sills Cummis & Gross P.C.
Address Line 1: One Rockefeller Plaza, Suite 25
Address Line 4: New York, NEW YORK 10020

ATTORNEY DOCKET NUMBER:	09920008.000001
NAME OF SUBMITTER:	Edward Berman
Signature:	/Edward Berman/
Date:	03/10/2009

Total Attachments: 8

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source=E_M_Lawrence_Ltd_Assignment (1) to_Fashion_Avenue_Knits_LLC#page4.tif
source=E_M_Lawrence_Ltd_Assignment (1) to_Fashion_Avenue_Knits_LLC#page5.tif
source=E_M_Lawrence_Ltd_Assignment (1) to_Fashion_Avenue_Knits_LLC#page6.tif
source=E_M_Lawrence_Ltd_Assignment (1) to_Fashion_Avenue_Knits_LLC#page7.tif
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TRADEMARK ASSIGNMENT

This TRADEMARK ASSIGNMENT is made by and between E.M. Lawrence, Ltd., a corporation organized and existing under the laws of the state of New Jersey, as the "Assignor" and Fashion Avenue Sweater Knits, LLC, a limited liability company organized and existing under the laws of the state of New York, as the Assignee. Assignor and Assignee are sometimes referred to herein individually as a "Party" and collectively as the "Parties".

WHEREAS, Assignee, Assignor and Fashion Avenue Knits Inc., a New York corporation, are parties to that certain Operating Agreement, effective as of January 1, 2009 (the "Operating Agreement"), relating to, among other things, the conveyance by Assignor to Assignee of certain trademarks as specifically set forth in the Operating Agreement, including without limitation all right, title, and interest in and to the trademarks, trademark applications and trademark registrations set forth on Schedule A appended hereto (collectively, the "Trademarks"); and

WHEREAS, pursuant to the Operating Agreement, Assignee has acquired all right, title, and interest in and to the Trademarks and the goodwill associated therewith;

NOW, THEREFORE, pursuant to the terms and conditions of the Operating Agreement, and for good and valuable consideration, including the provisions and covenants herein and therein, the receipt and sufficiency of which is hereby acknowledged, Assignor and Assignee agree as follows:

1. Assignor hereby sells, grants, assigns, transfers, and delivers to Assignee all right, title and interest in and to the Trademarks, including, without limitation, the goodwill of the business appurtenant thereto and which is symbolized thereby, and the right to renew and extend the registrations that are or may be secured under the laws of the United States, its territories and possessions and throughout the world,, to be held and enjoyed by Assignee for its own use and benefit and for the use and benefit of its successors, assigns and legal representatives, to be used as fully and entirely as said rights would have been held and enjoyed by Assignor had this assignment and sale not been made, together with all claims for damage by reason of past, present or future infringement of said Trademarks with the right to sue and collect the same for its own use or for the use of its successors, assigns or other legal representatives.

2. This Trademark Assignment shall be construed, performed and enforced in accordance with, and governed by, the laws of the State of New York, without giving effect to the principles of conflicts of laws thereof.

3. In the event that any provision of this Trademark Assignment shall be construed to conflict with a provision of the Operating Agreement, the provision in the Operating Agreement shall be deemed controlling.

4. This Trademark Assignment may be executed simultaneously in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

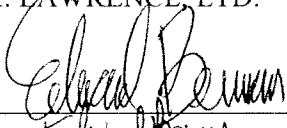
5. All capitalized terms used herein and not otherwise defined shall have the meanings ascribed thereto in the Operating Agreement.

6. Assignor hereby requests the Commissioner of Patents and Trademarks of the United States of America, and the corresponding entities or agencies in any applicable foreign countries, to record Assignee as the assignee and owner of the Trademarks and to issue any and all registrations, including renewals thereof, to Assignee, its successors, assigns, nominees or other legal representatives.

[Signature Page Follows]

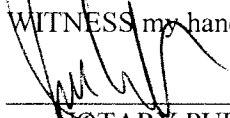
IN WITNESS WHEREOF, each of the undersigned has caused this Trademark Assignment to be executed by its officer thereunto duly authorized, as of the 20 day of February, 2009.

E.M. LAWRENCE, LTD.

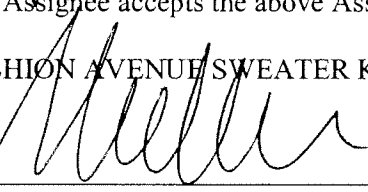
By: 
Name: Edward Bertram
Title: VP

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On this 20th day of February, 2009, before me personally appeared EDWARD BERTRAM, known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacities, and that by his signature on the instrument the entities upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

NOTARY PUBLIC

My commission expires: _____

The Assignee accepts the above Assignment:
FASHION AVENUE SWEATER KNITS, LLC
By: 
Name:
Title:

JOSEPH C. WALSH
NOTARY PUBLIC STATE OF NEW YORK
No. 01W3
QUALIFIED IN NEW YORK COUNTY
COMMISSION EXPIRES FEBRUARY 12, 2010

Schedule A

Trademarks

Trademark List

Monday, October 27, 2008

Case Number/Subcase Trademark
 ALL POINTS (Stylized)
 Resp.Off. DE

Application Country Name
 21697-00032/
 United States of America

Publication Number/Date
 73/774522
 13-Jan-1989

Registration Number/Date
 1603836
 26-Jun-1990

Status Number/Date
 1603836
 26-Jun-1990

Next Renewal
 Registered
 26-Jun-2010

Class(es): 25 Int.
 Client: E.M. LAWRENCE LTD.
 Agent Name: E.M. LAWRENCE LTD.

Attorney(s): MLL
 Client Ref:
 Agent Ref:

ANIE SUE
 Resp.Off. DE

Application Country Name
 21697-00037/
 United States of America

Publication Number/Date
 77/263808
 24-Aug-2007

Registration Number/Date
 17-Jun-2008

Status Number/Date
 1564683
 07-Nov-1989

Next Renewal
 Published

Class(es): 25 Int.
 Client: E.M. LAWRENCE LTD.
 Agent Name: E.M. LAWRENCE LTD.

Attorney(s): MLL
 Client Ref:
 Agent Ref:

CANDOR (Stylized)
 Resp.Off. DE

Application Country Name
 21697-00033/
 United States of America

Publication Number/Date
 73/785132
 01-Mar-1989

Registration Number/Date
 1525807
 21-Feb-1989

Status Number/Date
 1525807
 21-Feb-1989

Next Renewal
 Registered
 21-Feb-2009

Class(es): 25 Int.
 Client: E.M. LAWRENCE LTD.
 Agent Name: E.M. LAWRENCE LTD.

Attorney(s): MLL
 Client Ref:
 Agent Ref:

IMARI (Stylized)
 Resp.Off. DE

Application Country Name
 21697-00034/
 United States of America

Publication Number/Date
 73/718452
 24-Mar-1988

Registration Number/Date
 1525807
 21-Feb-1989

Status Number/Date
 1525807
 21-Feb-1989

Next Renewal
 Registered
 21-Feb-2009

Class(es): 25 Int.
 Client: E.M. LAWRENCE LTD.
 Agent Name: E.M. LAWRENCE LTD.

Attorney(s): MLL
 Client Ref:
 Agent Ref:

Trademark List

Monday, October 27, 2008

Case Number/Subcase Trademark	Application Country Name	Publication Number/Date	Registration Number/Date	Status Number/Date	Next Renewal
MISCELLANEOUS DESIGN Resp.Off. DE	21697-00035/ United States of America <i>Class(es):</i> 25 Int. <i>Client:</i> E.M. LAWRENCE LTD. <i>Agent Name:</i> E.M. LAWRENCE LTD.	77/072001 27-Dec-2006	14-Aug-2007 <i>Attorney(s):</i> MLL <i>Client Ref:</i> <i>Agent Ref:</i>	3333580 13-Nov-2007	Registered 13-Nov-2017
Miscellaneous Design (I-ips) Resp.Off. DE	21697-00025/ United States of America <i>Class(es):</i> 25 Int. <i>Client:</i> E.M. LAWRENCE LTD. <i>Agent Name:</i> E.M. LAWRENCE LTD.	78/358081 27-Jan-2004	24-Jan-2006 <i>Attorney(s):</i> MLL <i>Client Ref:</i> <i>Agent Ref:</i>	3081619 18-Apr-2006	Registered 18-Apr-2016
POUT Resp.Off. DE	21697-00019/ United States of America <i>Class(es):</i> 25 Int. <i>Client:</i> E.M. LAWRENCE LTD. <i>Agent Name:</i> E.M. LAWRENCE LTD.	76/423549 20-Jun-2002	03-Jun-2003 <i>Attorney(s):</i> BAA MLL <i>Client Ref:</i> <i>Agent Ref:</i>	2843636 18-May-2004	Registered 18-May-2014
POUT Resp.Off. LA	21697-00028/ United States of America <i>Class(es):</i> 25 Int. <i>Client:</i> E.M. LAWRENCE LTD. <i>Agent Name:</i> E.M. LAWRENCE LTD.	77/072010 27-Dec-2006	24-Jul-2007 <i>Attorney(s):</i> MLL <i>Client Ref:</i> <i>Agent Ref:</i>	3305845 09-Oct-2007	Registered 09-Oct-2017

Trademark List

Monday, October 27, 2008

Case Number/Subcase Trademark
 POUT
 Resp.Off. DE

Application Country Name
 21697-00029/
 United States of America

Publication Number/Date
 77/072021
 27-Dec-2006

Registration Number/Date
 28-Aug-2007

Status Number/Date
 3333581
 13-Nov-2007

Next Renewal
 Registered
 13-Nov-2017

Class(es): 25 Int.
Client: E.M. LAWRENCE LTD.
Agent Name:
Owner: E.M. LAWRENCE LTD.

Attorney(s): MLL
Client Ref:
Agent Ref:

POUT & Design
 Resp.Off. DE

Application Country Name
 21697-00024/
 United States of America

Publication Number/Date
 78/358073
 27-Jan-2004

Registration Number/Date
 21-Jun-2005

Status Number/Date
 2994488
 13-Sep-2005

Next Renewal
 Registered
 13-Sep-2015

Class(es): 25 Int.
Client: E.M. LAWRENCE LTD.
Agent Name:
Owner:

Attorney(s): MLL
Client Ref:
Agent Ref:

REFERENCE POINT
 Resp.Off. DE

Application Country Name
 21697-00030/
 United States of America

Publication Number/Date
 73/067876
 03-Nov-1975

Registration Number/Date
 1049664
 05-Oct-1976

Status Number/Date
 Registered
 05-Oct-2016

Class(es): 25 Int.
Client: E.M. LAWRENCE LTD.
Agent Name:
Owner: E.M. LAWRENCE LTD.

Attorney(s): MLL
Client Ref:
Agent Ref:

REFERENCE POINT II
 Resp.Off. DE

Application Country Name
 21697-00026/
 United States of America

Publication Number/Date
 78/578583
 02-Mar-2005

Registration Number/Date
 3137145
 29-Aug-2006

Status Number/Date
 Registered
 29-Aug-2016

Class(es): 25 Int.
Client: E.M. LAWRENCE LTD.
Agent Name:
Owner: E.M. LAWRENCE LTD.

Attorney(s): MLL
Client Ref:
Agent Ref:

Report Selection

12

Monday, October 27, 2008 Record Count

by Trademark	Report Format	Goods	Remarks
by Country	Concise	Print	Print
by Client	Comprehensive	Do Not Print	Do Not Print
by Owner			
Preview before printing	Include Design Countries	Image	Do Not Print
	Print	Do Not Print	Print
Date Range	Next Renewal	Last Update	
	To :		
Client:	E.M. LAWRENCE LTD.	Status Codes:	Active
Agent:	E.M. LAWRENCE LTD.		Active
Country:			Inactive
Area:			All
Trademark:			
Owner:			
		Status(es):	allowed
		Status(es):	Filed
			Opposed
			Opposition
			Pending
			Published
			Registered
			registerednrd
			Renewed
			SUSPENDED
		Resp.Offic	
		e:	