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03-06-2000



ΞT REC 101283999 To the Honorable Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy thereof. 1. Name of conveying party(ies) (assignor(s)): Jones Apparel Group Holdings, Inc. 250 Rittenhouse Circle, Keystone Park Bristol, Pennsylvania 19007 Additional name(s) of conveying party(ies) attached? ves no 2. Name and Address of Party(ies) receiving an interest (assignee(s)): Name: Jack Asset Sub Inc. Address: Nine West Plaza 1129 Westchester Avenue City: White Plains Zip: 10604-3529 State: New York Country: U.S.A. Additional name(s) & address(es) attached? ☐ yes 🗵 no 3. Nature of Conveyance: ☐ Change of Name ☐ Merger Other ___ ☐ Verified Translation ☐ Security Agreement Execution Date: June 15, 1999 4. Application number(s) or patent number(s): See Attachment If this document is being filed together with a new application, the execution date(s) of the application is: _ See enclosed ADDENDUM TO SECTION FOUR. B. Patent No(s). A. Patent Application No(s). Others on additional sheet(s) attached?

Yes

No 6. Total number of applications and patents involved: 5. Name and address of party to whom correspondence Application(s) $\underline{\hspace{1cm}}$ + Patent(s): $\underline{\hspace{1cm}}$ = Total $\underline{\hspace{1cm}}$ \$1,560.00 concerning document should be mailed: Kurt F. James ☑ Enclosed Senniger, Powers, Leavitt & Roedel ☐ Authorized to be charged to deposit account One Metropolitan Square 16th Floor 8. Deposit Account Number: St. Louis, Missouri 63102 (Duplicate copy of this sheet attached) (314) 231-5400 (telephone) ☐ Charge any underpayment or credit any overpayment to above Deposit Account DO NOT USE THIS SPACE 8 9. Statement and signature To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is grue copy of the original document. Kurt F. James Name of Person Signing Total number of pages including cover sheet, attachments, and document: 03/06/2000 VBROWN

ADDENDUM TO SECTION FOUR

PAGE 1 OF 2

U.S. Patents

	Patent No.	<u>Issue Date</u>	<u>Title</u>
1.	D253,496	11/27/79	Boot
2.	D254,397	03/11/80	Open Toe Wedgie Sneaker
3.	D254,398	03/11/80	Wedgie Sneaker
4.	D254,456	03/18/80	Wedgie
5,	D254,457	03/18/80	Open Toe Wedgie Sneaker With Toe
			and Heal Guards
6.	D254,578	04/01/80	Open Toe Wedgie Sneaker With
			Crossed Vamp
7.	D262,158	12/08/81	Shoe Unitsole
8.	D262,159	12/08/81	Shoe Unitsole
9.	D264,394	05/18/82	Moccasin Shoe
10.	4,333,193	06/08/82	Shoe Molding Process
11.	D270,780	10/04/83	Unitary Sole
12.	D274,764	07/24/84	Lady's Shoe or Similar Article
13.	D301,385	06/06/89	Walking Shoe
14.	D301,386	06/06/89	Walking Shoe
15.	D303,451	09/19/89	Walking Shoe
16.	4,930,232	06/05/90	Multilayer Shoe Sole
17.	5,099,588	03/31/92	Soft Shoe With Non-Snag Lining
18.	5,325,612	07/05/94	Shoe with Improved Dual Hardness Heel-Left
19.	5,435,077	07/25/95	Layered Cushioning System for Shoe
			Soles
20.	5,435,078	07/25/95	Shoe Suspension System
21.	D366,952	02/13/96	Shoe Outsole and Upper
22.	D367,353	02/27/96	Shoe and Shoe Sole
23.	D370,113	05/28/96	Walking Shoe
24.	5,713,064	02/17/98	Multi-Layer Sole Construction for Walking Shoes
25.	D391,748	03/10/98	Sport Shoe Sole
26.	D392,793	03/31/98	Sport Shoe Upper
27.	D394,743	06/02/98	Sport Shoe Upper
28.	5,765,296	06/16/98	Exercise Shoe Having Fit Adaptive
			Upper
29.	D399,345	10/13/98	Sport Shoe Sole
30.	D400,698	11/10/98	Low Cut Sport Shoe Upper
31.	5,862,614	01/26/99	Indoor Exercise Shoe and Sole Therefor
32.	D407,542	04/06/99	Walking and Running Shoe Upper

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ADDENDUM TO SECTION FOUR

PAGE 2 OF 2

U.S. Patent Applications

	Serial No.	Filing Date	Title
1.	08/792,873	01/31/97	Footwear Having Slow Recovery Liner
2.	29/071,188	05/22/97	Sport Shoe
3.	29/077,944	10/15/97	Sport Shoe Outsole
4.	09/031,562	02/26/98	Flexible Sole with Cushioned Ball and/or Heel Regions
5.	09/291.586	04/12/99	Footwear Having Slow Recovery Liner
6.	09/314,724	05/18/99	Sockliner
7.	09/321,405	05/27/99	Composite Sole

ASSIGNMENT

(Patents)

- 1. WHEREAS, Jones Apparel Group Holdings, Inc. of 250
 Rittenhouse Circle, Keystone Park, Bristol, Pennsylvania 19007, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignor), is the owner of the entire right, title, and interest in and to certain letters patent of the United States and countries foreign thereto and the inventions disclosed therein; and to certain applications for letters patent of the United States and countries foreign thereto and the inventions disclosed therein; and to certain applications disclosed therein; and
- 2. WHEREAS, JACK ASSET SUB INC. (to be renamed NINE WEST GROUP INC.) of 1129 Westchester Avenue, White Plains, New York 10604-3529, a corporation duly organized and existing under and by virtue of the laws of the State of Delaware (hereinafter referred to as Assignee), is desirous of acquiring said right, title, and interest of Assignor;
- 3. NOW, THEREFORE, for good and valuable consideration by Assignee to Assignor, receipt of which is hereby acknowledged, Assignor has agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said letters patent and all reissues thereof and reexamination certificates therefor, and the inventions disclosed therein, including Assignor's full right to sue for and recover all damages recoverable from past infringements of said letters patent; including specifically, without limiting the generality of the foregoing, the United States and

foreign patents listed in Schedules A and B attached hereto; and Assignor has further agreed to and does hereby sell, assign and transfer unto Assignee, its successors and assigns, all of Assignor's right, title and interest in and throughout the United States of America (including its territories and dependencies) and all countries foreign thereto, in and to said inventions, said United States and foreign applications, any other United States and foreign applications (including provisional, non-provisional, divisional, continuing, or reissue application) based in whole or in part on said United States and foreign applications or in whole or in part on any of the aforesaid United States and/or foreign applications or in whole or in part on said inventions, and any and all patents (including extensions thereof) of any country which have been or may be granted on any of the aforesaid applications or on said inventions or any part thereof; including, specifically, without limiting the generality of the foregoing, the United States and foreign applications listed on Schedules A and B.

- 4. TO BE HELD AND ENJOYED BY Assignee, its successors and assigns, to the full ends of the respective terms full for which said patents have been or may be granted, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.
- 5. AND Assignor hereby authorized and requests the Commissioner of Patents and Trademarks of the United States of America to issue any and all United States patents which may be granted upon said United States patent applications to Assignee, its successors and assigns.
- 6. AND Assignor hereby agrees to execute without further consideration any further lawful documents and any further assurances, and any provisional, non-provisional, divisional, continuing, reissue or other applications

for patents of any country, that may be deemed necessary by said Assignee, its successors or assigns fully to secure its interest as aforesaid in and to said inventions or any part thereof, and in and to said several patents or any of them.

- 7. AND Assignor covenants that Assignor has granted no right or license to make, use or sell said inventions to anyone except said Assignee, that prior to the execution of this deed, Assignor's right, title, and interest in said inventions has not been otherwise encumbered, and that Assignor has not executed and will not execute any instrument in conflict herewith.
- 8. The United States and foreign patents and applications are those in **SCHEDULES A and B** attached hereto and forming a part of this Agreement.
- 9. **IN WITNESS WHEREOF**, Assignor has caused these presents to be executed by its officers thereunto duly authorized and its corporate seal to be affixed this <u>forestable</u> day of June, 1999.

JONES APPAREL GROUP HOLD!NGS, INC.

(Corporate Seal)

By: J.L. / / The Name: Ita M. Constag

Title: President

ATTEST.

Sacratage

State of <u></u>

County of Ne

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On this _____day of June, 1999, before me personally appeared

Assignment (Patents) Page 4 of 4 Lanky, to me known who, being by me duly sworn, did President of JONES depose and say that he is APPAREL GROUP HOLDINGS, INC., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation; and that he signed his name thereto by like order. My Commission Expires: (SEAL) ANN MARGARET LEMONDA
Notary Public, State of New York
No. 24-4719977
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires June 30, 20 This Assignment has been read and accepted on this 15^{12} June, 1999. JACK ASSET SUB INC.

> Name: Title:

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SCHEDULE A

U.S. Patents

	Patent No.	<u>Issue Date</u>	<u>Title</u>
1.	D253,496	11/27/79	Boot
2.	D254,397	03/11/80	Open Toe Wedgie Sneaker
3.	D254,398	03/11/80	Wedgie Sneaker
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11.	D270,780	10/04/83	Unitary Sole
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22.	D367,353	02/27/96	Shoe and Shoe Sole
23.	D370,113	05/28/96	Walking Shoe
24.	5,718,064	02/17/98	Multi-Layer Sole Construction for Walking Shoes
25.	D391,748	03/10/98	Sport Shoe Sole
26.	D392,793	03/31/98	Sport Shoe Upper
27.	D394,743	06/02/98	Sport Shoe Upper
28.	5,765,296	06/16/98	Exercise Shoe Having Fit Adaptive Upper
29.	D399,345	10/13/98	Sport Shoe Sole
30.	D400,698	11/10/98	Low Cut Sport Shoe Upper
31.	5,862,614	01/26/99	Indoor Exercise Shoe and Sole Therefor
32.	D407,542	04/06/99	Walking and Running Shoe Upper

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SCHEDULE A (Cont.)

U.S. Patent Applications

	<u>Serial No.</u>	Filing Date	<u>Title</u>
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6.	09/314,724	05/18/99	Sackliner
7.	09/321,405	05/27/99	Composite Sole

SCHEDULE B

Canadian Patents

	Patent No.	Issue Date	<u>Title</u>
1.	1,151,365	08/09/83	Shoe Molding Process

Canadian Applications

	Serial No.	Filing Date	<u>Tītle</u>
1.	2,226,707	01/13/98	Exercise Shoe Having Fit Adaptive Upper
2.	2,227,070	01/15/98	Footwear Having Slow Recovery Liner
3.	2,227,133	01/15/98	Indoor Exercise Shoe and Sole Therefor

Japanese Applications

	Serial No.	Filing Date	Title
1.	16818/1998	01/29/98	Exercise Shoe Having Fit Adaptive Upper
2. 3.	16820/1998 16823/1998	01/29/98 01/29/98	Footwear Having Slow Recovery Liner Indoor Exercise Shoe and Sole Therefor

Peru Patents

	Patent No.	Issue Date	<u>Title</u>
1.	5186	12/22/92	Shoe With Improved Dual Hardness Heel-Lift

PATENT REEL: 010579 FRAME: 0160

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SCHEDULE B (Cont.)

South African Patents

	Patent No.	Issue Date	<u>Title</u>
1.	91/0879	02/26/92	Shoe With Improved Dual Hardness Heel-Lift

Taiwan Patents

	Patent No.	Issue Date	<u>Title</u>
1.	NI-072050	10/23/95	Shoe Design Shoe With Improved Dual Hardness Heel-Lift
2.	UM-89003	05/25/94	

United Kingdom Applications

	<u>Serial No.</u>	Filing Date	Title
1.	9800836.0	01/15/98	Exercise Shoe Having fit Adaptive Upper
2. 3.	9800838.6 9800841.0	01/15/98 01/15/98	Footwear Having Slow Recovery Liner Indoor Exercise Shoe and Sole Therefor

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RECORDED: 02/01/2000