



08-03-1999



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U.S. Department of Commerce
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TRADEMARK

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7-30-99

- New
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Document ID #
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Reel # Frame #
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Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
12111990

Name

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
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If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

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01 FC:481 40.00 OP
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Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

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Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

<input type="text" value="1498122"/>	<input type="text" value="1263011"/>	<input type="text" value="1508301"/>
<input type="text" value="1508302"/>	<input type="text" value="2110986"/>	<input type="text" value="1951549"/>
<input type="text" value="1697635"/>	<input type="text" value="1567298"/>	<input type="text" value="1325974"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Alan W. Rottenberg

June 4, 1999

Name of Person Signing

Signature

Date Signed

TRADEMARK LICENSE AGREEMENT

This Trademark License Agreement, made as of the 11th day of December, 1990, is between JOAN HELPERN DESIGNS, INC., a Delaware corporation ("Licensor") and JOAN AND DAVID HELPERN INCORPORATED (f/k/a Suburban Shoe Stores, Inc.), a Massachusetts corporation.

WHEREAS, Licensor is the owner of all right, title and interest in and to the following trademarks: JOAN AND DAVID, JOAN & DAVID, JOAN HELPERN, DAVID AND JOAN, JD & DESIGN and JOAN AND DAVID TOO (collectively referred to as the "Trademarks"); and

WHEREAS, Licensee desires to license the Trademarks from Licensor, and Licensor desires to license the Trademarks to Licensee, in connection with the manufacture, distribution and sale of men's and women's clothing, footwear and related accessories, including but not limited to handbags, belts, scarves, umbrellas and small leather goods (the "Articles");

NOW, THEREFORE, in consideration of the premises, the mutual covenants, conditions and agreements herein contained, and other good and valuable consideration, the receipt and adequacy of which is hereby mutually acknowledged, the parties agree as follows:

1. Grant. Licensor hereby grants to Licensee an exclusive License (the "Footwear License") to use the Trademarks throughout the world (the "Territory") in connection with the manufacture, distribution and sale, at wholesale or retail, of men's and women's footwear of all types and varieties designed or improved by Licensor pursuant to this Agreement (the "Footwear"). Licensor hereby grants to Licensee a non-exclusive license (the "Accessory License") to use the Trademarks throughout the Territory in connection with the manufacture, distribution and sale, at wholesale or retail, of clothing and accessories, including, but not limited to, handbags, belts, scarves, umbrellas and leather goods, designed or improved by Licensor pursuant to this Agreement (the "Accessories").

2. Use of Trademarks; Quality Control. Licensee may use each Trademark only in conformity with that separate licensing agreement, dated as of the date hereof, between Licensor and Licensee. Consistent with the terms of such agreement, **Licensor shall have the right, in addition to the quality control provisions of such agreement, to approve the styles, designs, labelling, packaging, contents, workmanship, quality, display, merchandising, advertising and promotion of all Articles to insure that Articles manufactured, merchandised, sold or distributed hereunder are consistent with the reputation, image and prestige of the Trademarks and all Articles to be sold will be at least equal in quality to the samples thereof approved by Licensor.** Licensor and its duly authorized representatives will have the right, during normal business hours, to examine in a reasonable manner Articles in the process of being manufactured and to inspect all facilities utilized by Licensee and its contractors in connection therewith.

3. Term; Royalties. The term of this Agreement and the payments to be made hereunder shall be as set forth in that separate licensing agreement, dated as of the date hereof, between Licensor and Licensee.

4. Miscellaneous. This Agreement shall be subject to all of the terms and conditions of that separate licensing agreement dated as of the date hereof between Licensor and Licensee, as the same may be amended and in effect from time to time. In case of any inconsistency between the terms of this Agreement and such separate licensing agreement, the terms of such separate licensing agreement shall govern. This Agreement shall be considered as having been entered into in the Commonwealth of Massachusetts and shall be construed and interpreted in accordance with the laws of said Commonwealth applicable to agreements made and to be performed therein. Except as otherwise provided herein or in the separate licensing agreement referred to above, this Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective heirs, executors, administrators, successors and assigns.

EXECUTED UNDER SEAL as of the day and year first above written.

JOAN HELPERN DESIGNS,
INC.

By: Jean Helpern
Title: Director

JOAN AND DAVID HELPERN
INCORPORATED

By: Director
Title: _____
Jean Helpern
President, C.E.O.