U.S. Department of Commerce FORM DTO 1000 Patent and Trademark Office 12-06-2000 TRADEMARK 11-20-2000 U.S. Patent & TMOfc/TM Mail Rcpt Dt. #64 101540766 RECORDATION FURIN CUVER SHEET 1. 20.00 TRADEMARKS ONLY TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies). Submission Type Conveyance Type X | New License **Assignment** (Non-Recordation) Resubmission **Nunc Pro Tunc Assignment** Security Agreement Document ID # Effective Date Month Day Year Merger Correction of PTO Error 11-20-2000 Frame # Reel# Change of Name **Corrective Document** Reel# Frame # Other **Conveying Party** Mark if additional names of conveying parties attached **Execution Date** Month Day Year St. John Home, LLC 11-20-2000 Name Formerly Individual General Partnership | Limited Partnership Corporation Association Other limited liability company X Citizenship/State of Incorporation/Organization Delaware Receiving Party Mark if additional names of receiving parties attached St. John Knits, Inc. Name DBA/AKA/TA Composed of 17622 Armstrong Avenue Address (line 1) Address (line 2) Address (line 3) Irvine California 92614 State/Country Zip Code If document to be recorded is an Individual Limited Partnership General Partnership assignment and the receiving party is not domiciled in the United States, an X Corporation Association appointment of a domestic representative should be attached (Designation must be a separate Other document from Assignment.) X | Citizenship/State of Incorporation/Organization California FOR OFFICE USE ONLY

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Mail documents to be recorded with required cover sheet(s) information to: Commissioner of Patents and Trademarks, Box Assignments , Washington, D.C. 20231

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SERVICE MARK ASSIGNMENT

This Service Mark Assignment (hereinafter referred to as "Assignment") dated this 20 day of , 2000, is by and between St. John Home, LLC, a Delaware limited liability company, which has a principal place of business at 17522 Armstrong Avenue, Irvine, California 92614 ("Assignor") and St. John Knits, Inc., a California corporation, which has a principal place of business at 17622 Armstrong Avenue, Irvine, California 92614 ("Assignee");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the service mark identified in Schedule A, attached hereto and incorporated herein by this reference, and all other rights appurtenant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Service Mark");

WHEREAS, Assignor has adopted, used, is using, and is, to the best of its knowledge and belief, the owner of the service mark application listed in Schedule B, attached hereto and incorporated herein by this reference, and all other rights appurtonant thereto, including, but not limited to, all common law rights, trade name rights, domain name rights, causes of action, and the right to recover for past infringement (the "Application");

WHEREAS, Assignor has acquired goodwill associated with and symbolized by the Service Mark and the Application and has not abandoned it.

WHEREAS, Assignee is desirous of acquiring all rights, title, and interest in and to the Service Mark and the Application owned by Assignor; and

WHEREAS, Assignor is willing to assign to Assignee all rights, title, and interest as Assignor may possess in and to the Service Mark and the Application;

WHEREAS, Assignee agrees to execute an exclusive, royalty-free license of the Service Mark to the Assignor,

NOW, THEREFORE, for good and adequate consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns and sells to Assignee all rights, title, and interest as Assignor may possess in and to the Service Mark and the Application; together with the goodwill symbolized by said Service Mark and the Application.

St. John Home, LLC, a Delaware limited liability company,

DATED: __//20/00

Title: CHIEF FINANCIAL OFFICER

St. John Knits, Inc., a California corporation

DATED: 11/20/00

RECORDED: 11/20/2000

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