

03-25-2002



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)

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T U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼ ▼ ▼ ▼ ▼ ▼ ▼

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

McNaughton Apparel Holdings, Inc. 3.6.02

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other

Execution Date: January 1, 2002

2. Name and address of receiving party(ies)

Name: Norton McNaughton Squire, Inc.

Internal Address:

Street Address: 463 Seventh Avenue

City: New York State: NY Zip: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

75649373

B. Trademark Registration No.(s)

1332274

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Katherine Blaukopf

Internal Address: 39th Floor Legal Dept.
Jones Apparel Group, Inc.

Street Address: 1411 Broadway

City: New York State: N.Y. Zip: 10018

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41).....\$ 1,090.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

501650

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.

Katherine Blaukopf
Name of Person Signing

Katherine Blaukopf
Signature

March 5, 2002
Date

Total number of pages including cover sheet, attachments, and document: 8

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

03/25/2002 TDIAZ1 00000005 501650 75649373

01 FC:481 40.00 CH
02 FC:482 1050.00 CH

TRADEMARK
REEL: 002467 FRAME: 0602

Continuation of Item 4

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ARENDINE	2,001,756	9/17/1996
COTTON SPIRIT	1,538,271	5/ 9/1989
CURRANTS	1,585,817	3/ 6/1990
CURRANTS and Design	1,056,631	1/18/1977
D.P.S.	2,049,780	4/ 1/1997
DANIELLE PAIGE	2,129,267	1/13/1998
ENERGIE (Stylized)	1,515,449	12/ 6/1988
ENERGIE BI CURRANTS	1,597,536	5/22/1990
ENERGIE POLAR 2000	2,495,420	10/ 9/2001
ERIKA	1,861,857	11/ 8/1994
ERIKA & CO.	2,228,790	3/ 2/1999
ERIKA BLUES	2,232,313	3/16/1999
ERIKA COLLECTION	2,228,801	3/ 2/1999
ERIKA II & CO	2,228,791	3/ 2/1999
ERIKA II STUDIO	2,232,320	3/16/1998
ERIKA STUDIO	2,232,316	3/16/1999
JAMIE SCOTT	2,127,960	1/13/1998
JERI-JO	1,309,107	12/11/1984
MAGGIE MCNAUGHTON	1,780,351	7/ 6/1993
MCNAUGHTON WEAR	1,992,213	6/ 6/1996
NORTON & CO.	2,236,906	4/ 6/1999
NORTON MCNAUGHTON	1,833,865	5/ 3/1994
NORTON STUDIO	2,055,989	4/22/1997
PRIVATE PARTY	1,740,611	11/19/1991
PRIVATE PARTY	1,595,536	5/ 8/1990
PRIVATE PARTY	1,665,094	11/19/1991
RACHEL MAX	1,982,856	6/25/1996
RAY	2,008,243	10/15/1996
RETURN TO NATURE	2,000,243	9/10/1996
RICKI	1,725,877	10/20/1992
SUGAR BLUES	1,693,103	6/ 9/1992
SUGAR BLUES	1,802,815	11/ 2/1993
SUGAR CO. LTD.	1,459,355	9/29/1987
WHITE MOUNTAIN COLLEGE	1,540,627	5/23/1989

Continuation of Item 4

	<u>SERIAL NO</u>	<u>FILING DATE</u>
KATHERINE MARIE	76/310,128	9/ 7/2001
NORTON MCNAUGHTON CLASSICS	76,258,109	5/16/2001
NORTON MCNAUGHTON ESSENTIALS	76/070,279	6/14/2000
NORTON MCNAUGHTON VIEW	76/051,432	5/18/2000
NORTON MCNAUGHTON VIEWPOINT	76/255,380	5/10/2001
PANT-HER	76,266,669	6/ 4/2001
VIEWPOINT	76/266,833	6/ 5/2001

UNITED STATES TRADEMARK ASSIGNMENT

TRADEMARK ASSIGNMENT dated January 1, 2002 between McNaughton Apparel Holdings, Inc., a South Carolina corporation with offices and a place of business at 463 Seventh Avenue New York, New York, 10018 (“**Assignor**”), and Norton McNaughton of Squire, Inc., a New York corporation, with offices and a place of business at 463 Seventh Avenue New York, New York, 10018 (“**Assignee**”).

WHEREAS, Assignor, by itself and through its predecessors in interest, adopted and has used the trademarks and variations and combinations thereof, and is the owner of such trademarks and of the related United States trademark registrations and applications for registration and the unregistered trademarks listed in Exhibit A annexed hereto and made a part hereof (collectively, the “**Trademarks**”), and the goodwill of the business in connection with which such Trademarks are used and which is symbolized thereby; and

WHEREAS, Assignee desires (i) to acquire all of Assignor’s right, title and interest in and to all of the Trademarks (including all registrations, renewals and applications therefor) and the goodwill of the business in connection with which such Trademarks are used and which is symbolized thereby, along with the right to recover for damages and profits for past infringements thereof, and (ii) to become the successor to the portion of Assignor’s business to which any intent-to use applications for the Trademarks apply, which business is ongoing and existing;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby sells, assigns, transfers and otherwise conveys to Assignee, free and clear of all liens and encumbrances, all of Assignor’s right, title and interest in and to the following:

1. the Trademarks, and all applications, registrations and renewals thereof;
2. the goodwill of the business symbolized by and associated with such Trademarks;
3. the intent-to-use applications for the Trademarks on Schedule A, together with the portion of the business of Assignor to which those Trademarks apply, which business is ongoing and existing; and
4. the right to sue and recover damages and profits for past infringements, if any.

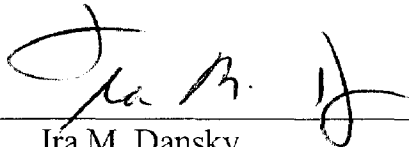
Assignor agrees to execute and deliver, at Assignee’s request, all papers, instruments and assignments, and to perform any other reasonable acts the Assignee may require in order to vest all of Assignor’s rights, title and interest in and to the Trademarks in Assignee, or its successors and assigns, and/or to provide evidence to support the foregoing in the event such evidence is deemed necessary by Assignee, to the extent such evidence is in the possession or control of Assignor.

This United States Trademark Assignment is governed by the laws of the State of New York, applicable to contracts made and performed within such State, without reference to its conflicts of laws provisions, and shall also be subject to the trademark laws of the United States, as applicable.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be signed in its corporate name by its duly authorized officer as of the 1st day of January, 2002

ASSIGNOR:

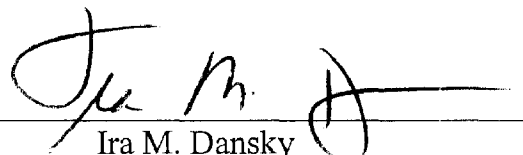
McNAUGHTON APPAREL HOLDINGS, INC.

By: 
Ira M. Dansky
Title: Secretary

ACKNOWLEDGED AND ACCEPTED:

ASSIGNEE:

NORTON McNAUGHTON OF SQUIRE, INC.

By: 
Ira M. Dansky
Title: Secretary

STATE OF NEW YORK)
) : ss.
COUNTY OF NEW YORK)

On this 4th day of March, 2002, before me, a Notary Public in and for the County of New York, in the State of New York, personally appeared Ira M. Dansky, to me known to be the Secretary of McNaughton Apparel Holdings, Inc., and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.

KATHERINE BLAUKOPF
NOTARY PUBLIC, State of New York
No. 01BL6024412
Qualified in New York County
Commission Expires May 10, 2003

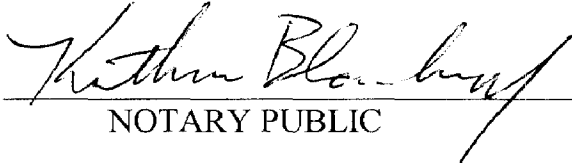

NOTARY PUBLIC

My Commission expires: May 10, 2003

STATE OF NEW YORK)
) : ss.
COUNTY OF NEW YORK)

On this 4th day of March, 2002, before me, a Notary Public in and for the County of New York, in the State of New York, personally appeared Ira M. Dansky, to me known to be the Secretary of Norton McNaughton of Squire, Inc., and being duly sworn, averred that, being duly authorized, he executed the foregoing Assignment as the free act and deed of said corporation for the uses and purposes set forth therein.

KATHERINE BLAUKOPF
NOTARY PUBLIC, State of New York
No. 01BL6024412
Qualified in New York County
Commission Expires May 10, 2003


NOTARY PUBLIC

My Commission expires: May 10, 2002

EXHIBIT A

A. United States Trademark Registrations and Applications Being Assigned

<u>TRADEMARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
ALYSSA BROOKE	1,332,274	4/23/1985
ARENDINE	2,001,756	9/17/1996
COTTON SPIRIT	1,538,271	5/ 9/1989
CURRANTS	1,585,817	3/ 6/1990
CURRANTS and Design	1,056,631	1/18/1977
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(Exhibit A cont.)

	<u>SERIAL NO</u>	<u>FILING DATE</u>
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NORTON MCNAUGHTON ESSENTIALS	76/070,279	6/14/2000
NORTON MCNAUGHTON VIEW	76/051,432	5/18/2000
NORTON MCNAUGHTON VIEWPOINT	76/255,380	5/10/2001
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