

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
RSDG International, Inc.		01/18/2005	CORPORATION: CALIFORNIA
RECEIVING PARTY DATA			
Name:	Kellwood Company		
Street Address:	600 Kellwood Parkway		
City:	Chesterfield		
State/Country:	MISSOURI		
Postal Code:	63017		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	78352091	PINK POODLE	
CORRESPONDENCE DATA			
Fax Number:	(314)231-4342		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	314-231-5400		
Email:	ustrademarks@senniger.com		
Correspondent Name:	Lindsay E. Cohen		
Address Line 1:	One Metropolitan Square, 16th Floor		
Address Line 4:	St. Louis, MISSOURI 63102		
NAME OF SUBMITTER:	Lindsay E. Cohen		
Signature:	/lec/		
Date:	02/16/2005		

CH \$40.00 78352091

Total Attachments: 3
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ASSIGNMENT AGREEMENT

1. **WHEREAS**, RSDG International, Inc., of 1806 South Myrtle Avenue, Monrovia, California 91016, a corporation duly organized and existing under and by virtue of the laws of the State of California (hereinafter referred to as "Assignor"), has filed pending application Serial No. 78/352,091 with the United States Patent and Trademark Office on January 14, 2004 for the trademark PINK POODLE for "children's clothing; namely, shirts, t-shirts, tank tops, blouses, skirts, pants, jumpers, overalls, sweaters, sweatshirts, sweatpants, jackets, leggings, socks, mufflers, caps and hats, in Class 25;" (hereinafter referred to as the "Trademark"); and

2. **WHEREAS**, Kellwood Company, of 600 Kellwood Parkway, Chesterfield, Missouri 63017, 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 the entire right, title, and interest of Assignor in said Trademark and said application and the good will of the business in connection with which said Trademark has been used;

3. **NOW THEREFORE**, in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration by Assignee to Assignor in hand paid, the receipt and sufficiency of all 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 throughout the world in and to said Trademark and said application together with the good will of the business in connection with which said Trademark is used, and together with full right to sue for and recover all profits and damages recoverable from all causes of action, past, present and future for infringement or unfair competition with respect thereto; including specifically, without limiting the generality of the foregoing, the United States application listed below and any registration to issue therefrom.

4. Assignor warrants that it owns rights without encumbrance in the said trademark application and agrees that it will, upon written request of Assignee, from time to time execute reasonable documents prepared at the expense of Assignee meeting the requirements of the U.S. Patent and Trademark Office to record or register Assignee's rights in the Trademark.

5. **TO BE HELD AND ENJOYED BY** Assignee, its successors and assigns, as fully and entirely as the same would have been held and enjoyed by Assignor had this sale and assignment not been made.

6. **THE UNITED STATES TRADEMARK APPLICATION IS AS FOLLOWS:**


<u>Serial No.</u>	<u>Filing Date</u>	<u>MARK</u>
78/352,091	January 14, 2004	PINK POODLE

7. The Commissioner of Patents and Trademarks is requested to issue the certificate of registration to such Assignee.

IN WITNESS WHEREOF, Assignor has caused these presents to be executed by its officer thereunto duly authorized. This Assignment Agreement is effective as of the latter day and year written below.

RSDG International, Inc.

Date: 1-18-05

By: 
Name: Rachita Sita Pres
Title: _____

Kellwood Company

Date: 2/11/2005

By: Thomas H. Pollihan

Name: Thomas H. Pollihan

Title: Vice President, Secretary,
and General Counsel