

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT		
<b>NATURE OF CONVEYANCE:</b>	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL		
<b>CONVEYING PARTY DATA</b>			
<b>Name</b>	<b>Formerly</b>	<b>Execution Date</b>	<b>Entity Type</b>
CRL GROUP, LLC		10/25/2006	LIMITED LIABILITY COMPANY: CALIFORNIA
<b>RECEIVING PARTY DATA</b>			
<b>Name:</b>	KELLWOOD COMPANY		
<b>Street Address:</b>	600 Kellwood Parkway		
<b>City:</b>	Chesterfield		
<b>State/Country:</b>	MISSOURI		
<b>Postal Code:</b>	63017		
<b>Entity Type:</b>	CORPORATION: DELAWARE		
<b>PROPERTY NUMBERS Total: 2</b>			
<b>Property Type</b>	<b>Number</b>	<b>Word Mark</b>	
<b>Serial Number:</b>	78898027	VINCE	
<b>Registration Number:</b>	2929250	VINCE	
<b>CORRESPONDENCE DATA</b>			
<b>Fax Number:</b>	(314)231-4342		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
<b>Phone:</b>	314-231-5400		
<b>Email:</b>	ustrademarks@senniger.com		
<b>Correspondent Name:</b>	Senniger Powers/Paul Fleischut		
<b>Address Line 1:</b>	One Metropolitan Square, 16th Floor		
<b>Address Line 4:</b>	St. Louis, MISSOURI 63102		
<b>ATTORNEY DOCKET NUMBER:</b>	KLD9767:PIF/KSB		
<b>NAME OF SUBMITTER:</b>	Paul I. J. Fleischut		
<b>Signature:</b>	/paul fleischut/		

CH 78898027 \$65.00

Date:

12/13/2006

**Total Attachments: 4**

source=00277118#page1.tif

source=00277118#page2.tif

source=00277118#page3.tif

source=00277118#page4.tif

## TRADEMARK ASSIGNMENT

WHEREAS, CRL Group, LLC, a California limited liability company with offices at 5522½ Wilshire Boulevard, Los Angeles, California 90036 (“Assignor”), is the owner of the trademarks and registrations and pending applications for registration and has adopted, used and conducted its business, namely, the design, development, sourcing, marketing, licensing, distribution and sale of premium contemporary women’s apparel under the “Vince” label and other apparel lines under development potentially to be marketed under the “Vince” label (the “Business”) under the trademarks (the “Trademarks”) set forth on Exhibit A attached hereto and made a part hereof; and

WHEREAS, Newkell IV, Inc. (“Buyer”), a Delaware corporation and a wholly-owned subsidiary of Kellwood Company (“Assignee”), a Delaware corporation, with offices at 600 Kellwood Parkway, Chesterfield, Missouri 63017, has acquired the Business, including the Trademarks, pursuant to an Agreement for Purchase and Sale of Assets (the “Purchase Agreement”), dated September 27, 2006, among Buyer, Assignor, Assignee and the Members of Assignor.

WHEREAS, in connection with the transaction contemplated by the Purchase Agreement, the Trademarks are hereby being assigned and transferred to Assignee;

NOW, THEREFORE, in consideration of the consideration set forth in the Purchase Agreement, Assignor does hereby sell, assign and transfer unto Assignee the entire right, title and interest in and to:

The trademarks, trademark registrations and pending applications thereof, all of which are listed on Exhibit A attached hereto and made a part of this Assignment, together with the full and exclusive benefit thereof, all common law rights connected with the Trademarks and any copyright rights which may subsist in the Trademarks, the goodwill of the business associated with the Trademarks, and all causes of action, past, present and future for infringement or unfair competition with respect thereto and all licenses relating thereto.

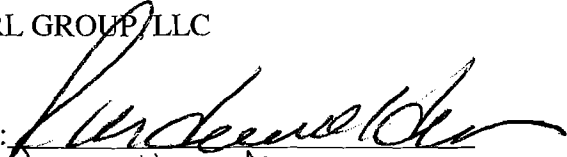
Assignor agrees that it will, upon written request of Assignee, execute and sign all documents and do all such acts and things as may be required by Assignee to enable the Assignee or its representative to: (a) enjoy the full and exclusive benefit of the Trademarks and the registrations and intellectual property rights hereby assigned; (b) fully and effectively vest the same in the Assignee; and (c) formally record or register Assignee’s title in the same, meeting the requirements of the respective Trademark Office to record or register Assignee’s rights in such Trademarks.

IN WITNESS WHEREOF, this Assignment is made effective this 31st day of October, 2006.

ATTEST:

CRL GROUP/LLC

By: \_\_\_\_\_

  
Richard Hirsh, Manager

[SEAL]

STATE OF California )  
 ) ss.  
COUNTY OF Ventura )

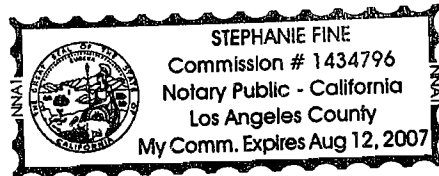
On this 25 day of October, 2006, before me, the undersigned Notary Public, personally appeared Richard Hirsh, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same as his free act and deed in the capacity as Manager of CRL Group, LLC, for the purposes and consideration therein expressed.

Witness my hand and official seal.

Stephanie F  
Notary Public

My commission expires:

8-12-07



**EXHIBIT A**

**CRL GROUP, LLC**  
**TRADEMARK REGISTRATIONS**  
**UNITED STATES**

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
VINCE	2,929,250	03/01/2005

**CRL GROUP, LLC**  
**PENDING TRADEMARK APPLICATIONS**  
**UNITED STATES**

<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
VINCE	78/898,027	06/01/2006