# TRADEMARK ASSIGNMENT

# Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Assignee previously recorded on Reel 004252 Frame 0719. Assignor(s) hereby confirms the Release by Secured Party.

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank, N.A.		07/28/2010	National Association:

# **RECEIVING PARTY DATA**

Name:	American International Group, Inc.
Street Address:	70 Pine Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10270
Entity Type:	CORPORATION: DELAWARE

# PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark
Registration Number:	3029174	AGLA

#### **CORRESPONDENCE DATA**

Fax Number: (312)616-5700

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 312-616-5600

Email: trademarks@leydig.com

Correspondent Name: Leydig, Voit & Mayer, Ltd.

Address Line 1: Two Prudential Plaza, 180 N. Stetson Ave
Address Line 2: Suite 4900, ATTN: Claudia W. Stangle
Address Line 4: Chicago, ILLINOIS 60601-6731

ATTORNEY DOCKET NUMBER:	233741
NAME OF SUBMITTER:	Claudia W. Stangle
Signature:	/Claudia W. Stangle/
	TRADEMARK

900170035 REEL: 004265 FRAME: 0457

Date:	08/23/2010
Total Attachments: 6 source=AGLA Corrective Assignment Cover	Sheet#page2.tif Sheet#page3.tif Sheet#page4.tif Sheet#page4.tif Sheet#page5.tif

TRADEMARK REEL: 004265 FRAME: 0458

# TRADEMARK ASSIGNMENT

Electronic Version v1.1 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
JP Morgan Chase Bank, N.A.		07/28/2010	NATIONAL ASSOCIATION:

# **RECEIVING PARTY DATA**

Name:	American International Group
Street Address:	70 Pine Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10270
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 1

 Property Type	Number	Word Mark
Registration Number:	3029174	AGLA

# CORRESPONDENCE DATA

Fax Number: (212)921-5370

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 212 642-3867
Email: kb@jny.com
Correspondent Name: Katherine Blaukopf
Address Line 1: 1411 Broadway

Address Line 2: 39th Floor Legal Department
Address Line 4: New York, NEW YORK 10018

REEL: 004265 FRAME: 0459

NAME OF SUBMITTER:		Laurie J. Gentile	
Signature:		/laurie j. gentile/	
Date:		08/03/2010	
Total Attachments: 4 source=JPMChase Release AGLA#page1.tif source=JPMChase Release AGLA#page2.tif source=JPMChase Release AGLA#page3.tif source=JPMChase Release AGLA#page4.tif			
RECEIPT INFORMATION			
ETAS ID: TM178814		4	
Receipt Date:	08/03/2010		
Fee Amount: \$40			

REEL: 004265 FRAME: 0460

# NOTICE OF RELEASE OF SECURITY INTEREST (IN U.S. TRADEMARK)

WHEREAS, a Credit Agreement dated as of May 13, 2009 (as amended, modified and supplemented to the date hereof, the "Credit Agreement") was entered into by Jones Apparel Group, Inc. (the "Company"), Jones Apparel Group Holdings, Inc., Jones Apparel Group USA, Inc., JAG Footwear, Accessories and Retail Corporation, Jones Investment Co. Inc., Jones Jeanswear Group, Inc., Nine West Development Corporation, Jones Jewelry Group, Inc., and Jones Apparel Group Canada, LP as borrowers, the various subsidiaries of the Company parties thereto as guarantors, the lenders parties thereto (the "Lenders"), JPMorgan Chase Bank, N.A., as administrative agent for the Lenders (in such capacity, the "Agent"), and JPMorgan Chase Bank, N.A., Toronto Branch, as administrative agent for the Canadian Lenders; and

WHEREAS, the Credit Agreement provided for the extension of certain credit facilities to the Company; and

WHEREAS, Jones Investment Co. Inc. and Nine West Development Corporation, each as a wholly owned domestic subsidiary of Company and owner of certain trademarks used and/or licensed for use by the Company (the "Subsidiaries"), entered into a Pledge and Security Agreement and into a Trademark Security Agreement, each dated as of May 13, 2009 (the "Security Agreements"), in favor of the Agent; and

WHEREAS, pursuant to the Security Agreements, the Subsidiaries granted the Agent a security interest in all right, title and interest of the Subsidiaries in and to certain property owned by the Subsidiaries, including certain United States trademarks (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including without limitation, any and all causes of action which may exist by reason of infringement thereof, to secure the payment, observation and performance of certain Secured Obligations (as such terms are defined in the Security Agreements); and

WHEREAS, notice of the security interests in the Trademarks was given pursuant to the Trademark Security Agreement, dated as of May 13, 2009, which was filed and recorded in the U.S. Patent and Trademark Office on May 19, 2009 at Recl 3990, Frame 0863; and

WHEREAS, the Company and its affiliates, including the Subsidiaries, as Assignors, on the one hand, and the Agent, as Assignee, on the other hand, acknowledge and agree that the security interest granted pursuant to the Security Agreements in one of the Trademarks, namely, U.S. Registration No. 3,029,174 for the mark AGLA, which is registered in the U.S. Patent and Trademark Office to American International Group, Inc. ("AIG"), was incorrectly granted due to inadvertent ministerial error; and

WHEREAS, the Company and its affiliates, including the Subsidiaries, as Assignors, on the one hand, and the Agent, as Assignee, on the other hand, acknowledge

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and agree that AIG is not a party to the Credit Agreement or the Security Agreements, nor is it an affiliate of Company or any of its affiliates, including the Subsidiaries, and

WHEREAS, the Company and its affiliates, including the Subsidiaries, as Assignors, on the one hand, and the Agent, as Assignee, on the other hand, acknowledge and agree that the security interest granted in the AIG mark should not have been granted, assigned and recorded in the U.S. Patent and Trademark Office in favor of Agent, and should be released forthwith;

NOW, THEREFORE, in consideration of the foregoing and in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the Agent, hereby relinquishes, releases and terminates its security interest incorrectly granted in the AIG mark set forth on Schedule A hereto, namely, U.S. Registration No. 3,029,174 for the mark AGLA.

JPMORGAN CHASE BANK, N.A.

Ву:	Donna M. DiForio	
Name:_	Donna M. Di Forio	
Title:	Vice President	

Dated: July 28, 2010

STATE OF <u>New York</u>)

COUNTY OF <u>New York</u>)

SS:

On this <u>J87</u> day of <u>July</u>, 2010, before me, the undersigned, a Notary Public in and for the County and State personally appeared <u>DONNA M. DIFORIO</u>, personally known to be (or proved to me on the basis of satisfactory evidence) to be the person who executed the within on behalf of JPMORGAN CHASE BANK, N.A., and acknowledged to me that JPMORGAN CHASE BANK, N.A. executed it.

Notary Public

ROSE M. SMALL
Notary Public, State of New York
No. 01SM6108336
Qualified in New York County
My Commission Expires April 12,

# SCHEDULE A

MARK	APPL.#	REGISTRATION DATE	REGISTRATION NUMBER	CLASS
AGLA	78/556,720	December 13, 2005	3,029,174	36

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**RECORDED: 08/23/2010** 

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