

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

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|-----------------------|--|
| SUBMISSION TYPE: | NEW ASSIGNMENT |
| NATURE OF CONVEYANCE: | ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL |

CONVEYING PARTY DATA

| Name | Formerly | Execution Date | Entity Type |
|---------------------|----------|----------------|---------------------------|
| Rebecca Taylor | | 01/04/2011 | INDIVIDUAL: NEW ZEALAND |
| Elizabeth Bugdaycay | | 01/04/2011 | INDIVIDUAL: UNITED STATES |

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: 8

| Property Type | Number | Word Mark |
|----------------------|---------|----------------|
| Registration Number: | 2759230 | REBECCA TAYLOR |
| Registration Number: | 2601789 | REBECCA TAYLOR |
| Registration Number: | 2847668 | REBECCA TAYLOR |
| Registration Number: | 2132863 | REBECCA TAYLOR |
| Registration Number: | 2646292 | REBECCA TAYLOR |
| Registration Number: | 2919208 | REBECCA TAYLOR |
| Registration Number: | 2596950 | REBECCA TAYLOR |
| Registration Number: | 2875142 | REBECCA TAYLOR |

CORRESPONDENCE DATA

Fax Number: (314)576-3388
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 3145763340
 Email: courtney.labelle@kellwood.com
 Correspondent Name: Courtney LaBelle

900180510

**TRADEMARK
 REEL: 004447 FRAME: 0265**

OP \$215.00 2759230

Address Line 1: 600 Kellwood Parkway
Address Line 4: Chesterfield, MISSOURI 63017

| | |
|-------------------------|--------------------|
| ATTORNEY DOCKET NUMBER: | RT |
| NAME OF SUBMITTER: | Courtney LaBelle |
| Signature: | /Courtney LaBelle/ |
| Date: | 01/05/2011 |

Total Attachments: 6

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TRADEMARK ASSIGNMENT

THIS TRADEMARK ASSIGNMENT (this "Assignment") is made and entered into as of January 4, 2011 ("Effective Date") by and between Rebecca Taylor, a New Zealand individual, Elizabeth Bugdaycay, a United States individual (Rebecca Taylor and Elizabeth Bugdaycay, each an "Assignor" and, together, "Assignors"), and Kellwood Company, a Delaware corporation ("Assignee").

WHEREAS, Assignors and Assignee are parties to that certain Purchase Agreement dated January 4, 2011 (the "Agreement"); and

WHEREAS, pursuant to the Agreement, Assignors wish to assign to Assignee, and Assignee wishes to acquire from Assignors, the entire right, title and interest in and to the trademark registrations and applications set forth on Schedule A attached hereto, together with the goodwill of the business associated therewith (collectively, the "Marks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignors hereby sell, assign, transfer and set over to Assignee the entire right, title and interest in and to the Marks, for the United States and all other countries, including, without limitation, any registrations and applications therefor, any renewals and extensions of the registrations, and all other corresponding rights that are or may be secured under the laws of the United States or any other country, now or hereafter in effect, for Assignee's own use and enjoyment, and for the use and enjoyment of Assignee's successors, assigns or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made, together with all income, royalties or payments due or payable as of the Effective Date or thereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Assignee's own use and enjoyment and for the use and enjoyment of its successors, assigns, or other legal representatives, as fully and entirely as the same would have been held and enjoyed by Assignors if this Assignment had not been made.

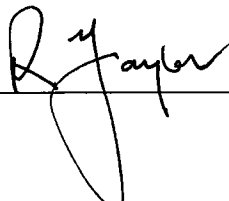
Assignors hereby request the Commissioner of Patents and Trademarks, and the corresponding entity or agency in any other country, to record Assignee as the assignee and owner of the Marks.

Assignors shall take all further actions, and provide to Assignee, and to Assignee's successors, assigns, or other legal representatives, all such cooperation and assistance (including, without limitation, the execution and delivery of any and all affidavits, declarations, oaths, samples, exhibits, specimens, assignments, powers of attorney, or other documentation), requested by Assignee to more fully and effectively effectuate the purposes of this Assignment and the implementation or perfection of this Assignment in all applicable jurisdictions throughout the world.

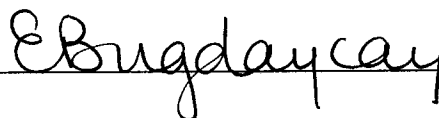
* * * * *

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

REBECCA TAYLOR

By: 

ELIZABETH BUGDAYCAY

By: 

KELLWOOD COMPANY

By: _____

Name: Deborah L. Norman

Title: Assistant General Counsel & Assistant Secretary

US Trademark Assignment

TRADEMARK
REEL: 004447 FRAME: 0268

IN WITNESS WHEREOF, Assignors and Assignee have caused this Assignment to be executed by their duly authorized representatives as of the Effective Date.

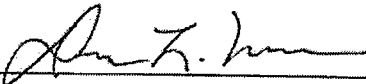
REBECCA TAYLOR

By: _____

ELIZABETH BUGDAYCAY

By: _____

KELLWOOD COMPANY

By:  _____

Name: Deborah L. Norman

Title: Assistant General Counsel & Assistant Secretary

Trademark Assignment

TRADEMARK
REEL: 004447 FRAME: 0269

SCHEDULE A

TRADEMARK REGISTRATIONS AND APPLICATIONS

| <u>Country</u> | <u>Trademark</u> | <u>Application Number / Filing Date</u> | <u>Registration Number / Registration Date</u> |
|---------------------------|--|---|--|
| Australia | REBECCA TAYLOR and Design (2 Cats & Crown) | 871138 30-Mar-2001 | 871138 30-Mar-2001 |
| China (People's Republic) | Design (2 Cats & Crown) | 5880282 31-Jan-2007 | |
| | REBECCA TAYLOR | 200203764 11-Oct-1999 | 1501114 07-Jan-2001 |
| | REBECCA TAYLOR and Design (2 Cats & Crown) | 5880280 31-Jan-2007 | |
| | REBECCA TAYLOR and Design (2 Cats & Crown) | 5880281 31-Jan-2007 | |
| European Community | 2 Cats Design (double outline version) | 8968398 18-Mar-2010 | 8968042 14-Sep--2010 |
| | REBECCA TAYLOR | 8968042 19-Mar-2010 | 8968042 14-Sep--2010 |
| France | REBECCA TAYLOR | 013089168 16-Mar-2001 | 013089168 16-Mar-2001 |
| Honduras | 2 CATS - Crown Design | 54092009 17-Feb-2009 | |
| | REBECCA TAYLOR | 54082009 17-Feb-2009 | |
| Hong Kong | REBECCA TAYLOR | 9914880 19-Oct-1999 | 200016533 19-Oct-1999 |
| | 2 Cats Design | 301712240 10-Sep-2010 | |
| | REBECCA TAYLOR | 301712259 10-Sep-2010 | |
| India | 2 Cats Design | 02000143 28-Jul-2010 | |

| <u>Country</u> | <u>Trademark</u> | <u>Application Number / Filing Date</u> | <u>Registration Number / Registration Date</u> |
|--------------------------|---|---|--|
| | REBECCA TAYLOR | 01955003 23-Apr-2010 | |
| Indonesia | REBECCA TAYLOR and Design (2 Cats & Crown) | D002007012135 19-Apr-2007 | IDM000183663 19-Apr-2007 |
| | REBECCA TAYLOR and Design (2 Cats & Crown) | D002007012132 19-Apr-2007 | IDM000265098 18-Aug-2010 |
| Japan | REBECCA TAYLOR | 6067199 08-Jul-1999 | 4384845 19-May-2000 |
| | REBECCA TAYLOR | 1063661 27-Jul-1998 | 4365303 03-Mar-2000 |
| | REBECCA TAYLOR | 404771998 18-May-1998 | 4277435 28-May-1999 |
| | REBECCA TAYLOR and Design (2 Cats & Crown) | 200067424 08-Aug-2002 | 4669747 09-May-2003 |
| Korea, Republic of | Design (2 Cats & Crown) | 40-2010-24983 11-May-2010 | |
| New Zealand | REBECCA TAYLOR and 2 Cats & Crown Design | 634234 16-Mar-2001 | 634234 20-Sep-2001 |
| Singapore | REBECCA TAYLOR | T9913558G 25-Nov-1999 | T9913558G 25-Nov-1999 |
| Taiwan | REBECCA TAYLOR | 89005364 31-Jan-2000 | 00931776 16-Feb-2001 |
| United Kingdom | REBECCA TAYLOR | 2257664 11-Jan-2001 | 2257664 11-Jan-2001 |
| United States of America | REBECCA TAYLOR | 75820641 12-Oct-1999 | 2759230 02-Sep-2003 |
| | REBECCA TAYLOR | 75818103 08-Oct-1999 | 2601789 30-Jul-2002 |
| | REBECCA TAYLOR | 75818105 08-Oct-1999 | 2847668 01-Jun-2004 |

| <u>Country</u> | <u>Trademark</u> | <u>Application Number / Filing Date</u> | <u>Registration Number / Registration Date</u> |
|----------------|---|---|--|
| | REBECCA TAYLOR | 75277942 21-Apr-1997 | 2132863 27-Jan-1998 |
| | REBECCA TAYLOR | 75808386 27-Sep-1999 | 2646292 05-Nov-2002 |
| | REBECCA TAYLOR | 75934977 03-Mar-2000 | 2919208 18-Jan-2005 |
| | REBECCA TAYLOR and Design (2 Cats & Crown) | 76079528 28-Jun-2000 | 2596950 23-Jul-2002 |
| | REBECCA TAYLOR | 75/818104 8-Oct-1999 | 2875142 17-Aug-2004 |
| Venezuela | REBECCA TAYLOR and Design (2 Cats & Crown) | 918409 08-Jun-2009 | |