

TRADEMARK ASSIGNMENT

Electronic 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
Kellwood Company		05/14/2012	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	The Levy Merchandising Group, LLC
Street Address:	35 Park Avenue, #7C
City:	New York
State/Country:	NEW YORK
Postal Code:	10016
Entity Type:	LIMITED LIABILITY COMPANY: UNITED STATES

PROPERTY NUMBERS Total: 17

Property Type	Number	Word Mark
Registration Number:	3363664	
Registration Number:	3321642	K KORET
Registration Number:	3332623	K KORET
Registration Number:	1968641	KORAPEL
Registration Number:	3271307	KORATRON
Registration Number:	2570640	KORET
Registration Number:	1956615	
Registration Number:	2925465	KORET SOLOS
Registration Number:	3357043	KORET SPORT
Registration Number:	3705898	KORETCOMPANY.COM
Registration Number:	2134688	SEPARATE IMPRESSIONS BY KORET
Registration Number:	3705897	SHOPKORET.COM
Registration Number:	2042095	SOLOS KORET
Registration Number:	2176499	THE KORET PERFECT FIT

CH \$440.00 3363664

Registration Number:	1499692	FRANCISCA
Registration Number:	1149006	SEPARATE IMPRESSIONS
Registration Number:	3788790	FITS YOU. FITS YOUR LIFESTYLE.

CORRESPONDENCE DATA

Fax Number: 2136305745

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Phone: 2138915031

Email: trademark@buchalter.com

Correspondent Name: Jessie K. Reider, CA Bar No. 237,113

Address Line 1: 1000 Wilshire Blvd., Suite 1500

Address Line 2: Buchalter Nemer, APC

Address Line 4: Los Angeles, CALIFORNIA 90017

ATTORNEY DOCKET NUMBER:

L4718-5001

NAME OF SUBMITTER:

Jessie K. Reider, CA Bar No. 237,113

Signature:

/jkr/

Date:

06/10/2012

Total Attachments: 5

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Trademark Assignment

WHEREAS Kellwood Company, a Delaware corporation (hereinafter “Assignor”) owns and has used and/or has the bona fide intent to use the trademarks identified on Schedule A, attached hereto and incorporated by this reference (hereinafter the “Marks”):

WHEREAS, Assignor and The Levy Merchandising Group, LLC, a New York limited liability company (“Assignee”) have entered into that certain Asset Purchase Agreement dated as of May 14, 2012 (the “Asset Purchase Agreement”), providing for, among other things, the sale, conveyance, transfer and delivery by Assignor of all right, title and interest in and to certain Marks owned by Assignor; and

WHEREAS Assignor owns the Marks, including the registrations and pending applications, all common law rights in and to the Marks, and has used, uses and/or has the bona fide intent to use the Marks in commerce and desires to transfer the Marks, all on-going and existing business represented by and/or associated with the Marks, and all goodwill associated with the Marks;

WHEREAS Assignee desires to acquire all right, title and interest in and to the Marks, the goodwill symbolized by the Marks, the trademark applications and registrations, the on-going and existing business represented by and/or associated with the Marks, and all common law rights thereto; and

WHEREAS the Parties desire to memorialize the assignment of the Marks, the on-going and existing business represented by and/or associated with the Marks, the goodwill of the business symbolized by the Marks, the trademark applications and registrations, and all common law rights relating thereto, and all rights to recover for past infringement.

WHEREAS, the Assignor authorizes and requests the Commissioner of Patents and Trademark of the United States, and any other official throughout the world whose duty is to register and record ownership in trademark registrations and applications for registration of trademark, to record the Assignee as the assignee and owner of any and all of the Assignor’s rights in the Marks.

WHEREAS, this Agreement shall be governed by and construed in accordance with the terms and conditions set forth in Section 8.2 of the Asset Purchase Agreement.

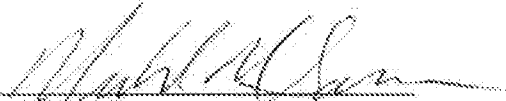
NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby sell and assign unto Assignee all right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, along with that portion of the on-going and existing business represented by and/or associated with the Marks, and the trademark applications and registrations, all common law rights relating thereto, and all rights to recover for past infringement. The Assignor agrees to execute and deliver at any future date any additional documents that the Assignee reasonably determines are required to perfect the Assignee’s ownership of or title to the Marks.

[SIGNATURE PAGE TO FOLLOW]

AGREED TO AND ACCEPTED BY THE ASSIGNOR:

Date: 5/14/12

Kellwood Company

By: 
Name: Michael M. Saunders
Title: SVP and Chief Operating Officer

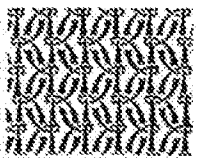
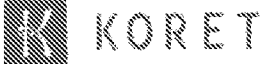


AGREED TO AND ACCEPTED BY THE ASSIGNEE:

Date: _____

The Levy Merchandising Group, LLC

By: _____
Name:
Title:


Schedule A
 Trademarks
U.S. Registrations and Applications

Trademark	Owner	Status in Trademark Office	Federal Registration Number	Registration Date
	Kellwood Company	Registered	3,363,664	1/1/2008
	Kellwood Company	Registered	3,321,642	10/23/2007
	Kellwood Company	Registered	3,332,623	11/6/2007
KORAPEL	Kellwood Company	Registered	1,968,641	4/16/1996
KORATRON	Kellwood Company	Registered	3,271,307	7/31/2007
KORET	Kellwood Company	Registered	2,570,640	5/21/2002
	Kellwood Company	Registered	1,956,615	2/13/1996
KORET SOLOS	Kellwood Company	Registered	2,925,465	2/8/2005
KORET SPORT	Kellwood Company	Registered	3,357,043	12/18/2007
KORETCOMPANY.COM	Kellwood Company	Registered	3,705,898	11/3/2009
SEPARATE IMPRESSIONS BY KORET	Kellwood Company	Registered	2,134,688	2/3/1998
SHOPKORET.COM	Kellwood Company	Registered	3,705,897	11/3/2009

SOLOS KORET	Kellwood Company	Registered	2,042,095	3/4/1997
THE KORET PERFECT FIT	Kellwood Company	Registered	2,176,499	7/28/1998
FRANCISCA	Kellwood Company	Registered	1,499,692	8/9/1988
SEPARATE IMPRESSIONS	Kellwood Company	Registered	1,149,006	3/24/1981
FITS YOU. FITS YOUR LIFESTYLE.	Kellwood Company	Registered	3,788,790	5/11/2010

Foreign Registrations and Applications

KORET

Trademark	Owner	Country	Status in Trademark Office	Federal Registration Number	Registration Date
KORET OF CALIFORNIA	Kellwood Company	Australia	Registered	B227511	1/24/1972
 KORET	Kellwood Company	Canada	Registered	692492	7/20/2007
KORET	Kellwood Company	Canada	Registered	308890	11/29/1985
KORET OF CALIFORNIA	Kellwood Company	Canada	Registered	364805	2/2/1990
KORET	Kellwood Company	Denmark	Registered	VR-1999208126	8/28/1992
KORET	Kellwood Company	France	Registered	92413996	9/25/1992
KORET	Kellwood Company	Hong Kong	Registered	06261971	5/11/1971
KORET OF CALIFORNIA	Kellwood Company	New Zealand	Registered	B89744	9/30/1982
KORET	Kellwood Company	South Africa	Registered	199205858	3/24/1994
KORET	Kellwood Company	Sweden	Registered	923487	11/13/1992
KORET	Kellwood Company	Switzerland	Registered	397035	12/31/1992
KORET	Kellwood Company	United Kingdom	Registered	930800	8/6/1969