

05-28-1998

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MAY 21 1998



To the Honorable Commissioner of P.

100721789

ed original documents or copy thereof.

1. Name of conveying party(ies): CLIPPER MIST, INC.

Individual(s) Association

General Partnership Limited Partnership

Corporation-State (Maryland)

Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: IBJ Schroder Bank and Trust Company, as Trustee

Internal Address: _____

Street Address: 1 State Street

City: New York State: New York ZIP: 10004

3. Nature of conveyance:

Assignment Merger

Security Agreement Change of Name

Other _____

Execution Date: February 27, 1998

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other New York banking corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) See attached Schedule 2

B. Trademark Registration No.(s) See attached Schedule 2

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Raymond M. Maiello, Esq.

Internal Address: Simpson Thacher & Bartlett

Street Address: 425 Lexington Avenue

City: New York State: New York ZIP: 10017

6. Total number of applications and registrations involved: 18

7. Total fee (37 CFR 3.41): \$465

Enclosed

Authorized to be charged to deposit account

8. Deposit account number: _____

(Attached duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Raymond M. Maiello, Esq.
Name of Person Signing

Signature

5/20/98
Date

05/26/1998 SSMITH 00000037 1860991

Total number of pages comprising cover sheet:

01 PL:481
02 FC:482

40.00 OP
425.00 OP

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents and Trademarks, Box Assignments
Washington, D.C. 20231

CONTINUATION OF ITEM ONE FROM RECORDATION COVER SHEET

1. Name of conveying party(ies):

LONDON FOG SPORTSWEAR, INC. (DE Corporation)

MATTHEW MANUFACTURING CO., INC. (MD Corporation)

PACIFIC TRAIL, INC. (WA Corporation)

PTI HOLDING CORP. (NV Corporation)

PTI TOP COMPANY, INC. (NV Corporation)

STAR SPORTWEAR MANUFACTURING CORP. (DE Corporation)

THE MOUNGER CORPORATION (WA Corporation)

THE SCRANTON OUTLET CORPORATION (DE Corporation)

WASHINGTON HOLDING COMPANY (GA Corporation)

CONN, LISBOWITZ & LATMAN, P.C.
 CLIENT: LORRIN FOX INDUSTRIES
 OWNER: PACIFIC TRAIL, INC.
 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
U. S. A.	BLACK DOT		1860991	01NO1994
		25: CLOTHING, NAMELY, JACKETS, PANTS, SHORTS, T-SHIRTS, SHIRTS, SWEATERS, SWEATSHIRTS, SOCKS, GLOVES, HATS AND FOOTWEAR		
U. S. A.	CLIMATECH		1843681	05JL1994
		22: INSULATING FIBERS FOR USE IN THE MANUFACTURE OF OUTERWEAR		
U. S. A.	GLACIER BAY		1448585	21JL1987
		25: OUTERWEAR, NAMELY JACKETS		
U. S. A.	INSIDE EDGE		1323403	05MR1985
		25: SKI CLOTHING AND OUTERWEAR - NAMELY, SKI PARKAS, LOOK ALIKE JACKETS, LIGHTWEIGHT AND FILLED JACKETS, BIBBED PANTS AND REGULAR PANTS		
U. S. A.	NORTHERN EXPOSURE		2065376	27MY1997
		25: CLOTHING, NAMELY, JACKETS, COATS, SKI JACKETS		
U. S. A.	NORTHERN EXPOSURE		1446575	07JL1987
		25: CLOTHING, NAMELY SKI JACKETS, SKI PANTS AND SKI SUITS		

COMAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES
 OWNER: PACIFIC TRAIL, INC.
 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
U. S. A.	PACIFIC TRAIL	25: MEN'S, WOMEN'S, BOYS' GIRLS' AND CHILDREN'S JACKETS, SKI PARKAS, PANTS, SOCKS, WARM-UP SUITS, T-SHIRTS; WOMEN'S AND CHILDREN'S SWEATERS; MEN'S AND BOY'S SHIRTS; AND CHILDREN'S HATS	995887	150C1974
U. S. A.	PACIFIC TRAIL	25: FOOTWEAR	1828362	29MR1994
U. S. A.	PACIFIC TRAIL (CHILD)	18: LUGGAGE, INCLUDING BUT NOT LIMITED TO SPORTS BAGS	1855198	20SE1994
U. S. A.	PIERSON OUTFITTERS	25: CLOTHING, NAMELY, JACKETS	1636956	05MR1991
U. S. A.	SHOTZ	25: CLOTHING FOR SKIERS AND SNOW BOARDERS, NAMELY, JACKETS, PANTS, SHORTS, SHIRTS, T-SHIRTS, SWEATERS, SWEATSHIRTS, SOCKS, GLOVES, HATS, AND FOOTWEAR	1859765	250C1994
U. S. A.	VAGO	25: MEN'S WEAR - NAMELY, JACKETS, SHIRTS, PANTS, PULLOVERS AND WARM UP SUITS	1326010	19MR1985
U. S. A.	WEATHER WATCHER	25: OUTERWEAR, NAMELY, JACKETS	1420135	09DE1986

RJA/BCZ/19228/00/290905.01

COGAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES, INC.
 OWNER: PACIFIC TRAIL, INC.
 APPLICATIONS PENDING AS OF FEBRUARY 18, 1998

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	ACTIVITY	DATE
U. S. A.	BLACK DOT LOGO	75/321825	09JL1997	FOLLOW UP SCHEDULED QUERY RE STATUS FILING RECEIPT ISSUED	18AP1998 18FE1998 06AU1997

PER TRADEMARK OFFICE STATUS HOTLINE, APPLICATION NOT YET
 ASSIGNED TO EXAMINER

25: CLOTHING, NAMELY, JACKETS, PANTS, SHORTS, T-SHIRTS,
 SHIRTS, SWEATERS, SWEATSHIRTS, SOCKS, GLOVES, HATS AND
 FOOTWEAR

U. S. A.	INSIDE EDGE LOGO ("E" LOGO)	75/326229	17JL1997	FOLLOW UP SCHEDULED INFORMED CLIENT OF FILED STATUS QUERY RE STATUS	18AP1998 20AU1997 18FE1998
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PER TRADEMARK OFFICE STATUS HOTLINE, APPLICATION NOT YET
 ASSIGNED TO EXAMINER

25: SKI CLOTHING AND OUTERWEAR, NAMELY, SKI PARKAS, LOOK
 ALIKE JACKETS, LIGHTWEIGHT AND FILLED JACKETS, BIBBED PANTS
 AND REGULAR PANTS

U. S. A.	LIBERTY BELL	74/610227	12DE1994	STATEMENT OF USE DUE REQ.EXTENS.TIME STATE. OF USE FILED STATEMENT OF USE RECEIVED BY PTO	16JL1998 05JA1998 07JA1998
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STATEMENT OF USE AND AMENDMENT RE APPLICANT'S ADDRESS
 RECEIVED BY TRADEMARK OFFICE JANUARY 7, 1998

25: CLOTHING, NAMELY, COATS AND JACKETS

COMAN, LIEBOWITZ & LATHAM, P.C.
 CLIENT: LONDON FOG INDUSTRIES, INC.
 OWNER: PACIFIC TRAIL, INC.
 APPLICATIONS PENDING AS OF FEBRUARY 18, 1998

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	ACTIVITY	DATE
U. S. A.	STORM TECH	75/186003	22OC1996	FOLLOW UP SCHEDULED APPLN ALLOWED; AWAITING PUBLICATION	12AP1998 12FE1998

25: CLOTHING, NAMELY COATS, JACKETS, VESTS AND PANTS

U. S. A.	STORM TECH LOGO	75/321826	09JL1997	FOLLOW UP SCHEDULED QUERY RE STATUS FILING RECEIPT ISSUED	18AP1998 18FE1998 08AU1997
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NOT YET ASSIGNED TO EXAMINER PER TRADEMARK OFFICE STATUS
HOTLINE

25: CLOTHING, NAMELY COATS, JACKET, VESTS AND PANTS

CANADA	BLACK DOT	762306	23AU1994	STATEMENT OF USE DUE F/A ACKNOWLEDGED INSTRUCTIONS INSTRUCT F/A TO OBTAIN EXTENSION	23FE1998 12FE1998 10FE1998
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GOGGLES AND SUNGLASSES

CANADA	PACIFIC TRAIL	730774	11JE1993	STATEMENT OF USE DUE NOTICE OF ALLOWANCE	11JE1998 24JE1994
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FOOTWEAR NAMELY, SHOES AND BOOTS; LUGGAGE, INCLUDING BACK-
PACKS, DAY PACKS, CARRYING BAGS, AND SPORTS BAGS

AMENDED AND RESTATED SUBSIDIARY PATENT
AND TRADEMARK SECURITY AGREEMENT

AMENDED AND RESTATED SUBSIDIARY PATENT AND TRADEMARK SECURITY AGREEMENT, dated as of February 27, 1998, made by each of the corporations signatories hereto (the "Pledgors"), in favor of IBJ Schroder Bank & Trust Company, as trustee (in such capacity, the "Trustee") for the Holders under, and as defined in, the Indenture, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "Indenture") between London Fog Industries, Inc., a Delaware corporation (the "Company"), and the Trustee.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, dated as of May 20, 1994 (as amended, supplemented or otherwise modified prior to May 31, 1995, the "Original Credit Agreement"), among the Company, The Chase Manhattan Bank (formerly known as Chemical Bank), as agent (in such capacity, the "Original Agent") for the several banks and other financial institutions from time to time parties thereto (the "Original Lenders") and the Original Lenders, the Original Lenders made certain loans and other extensions of credit to the Company;

WHEREAS, in connection with the execution and delivery of the Original Credit Agreement, the Pledgors executed and delivered to the Original Agent, for the benefit of the Original Lenders, the Subsidiary Patent and Trademark Security Agreement, dated as of May 20, 1994 (as amended, supplemented or otherwise modified prior to May 31, 1995, the "Original Patent and Trademark Security Agreement"), pursuant to which the Pledgors pledged to the Original Agent, for the benefit of the Original Lenders, the Collateral (as defined in the Original Patent and Trademark Security Agreement) as collateral security for the Obligations (as defined in the Original Patent and Trademark Security Agreement);

WHEREAS, the Company, the Original Agent and the Original Lenders agreed to restructure the obligations of the Company under the Original Credit Agreement by means of, among other things, the execution and delivery of the Master Restructuring Agreement, dated as of May 31, 1995 (as heretofore amended, supplemented or otherwise modified, the "Existing MRA"), among the Company, the Original Agent and the Original Lenders, among others;

WHEREAS, in connection with the execution and the delivery of the Existing MRA, the Company executed and delivered (a) the Term Loan Agreement, dated as of

May 31, 1995 (as heretofore amended, supplemented or otherwise modified, the "Term Loan Agreement"), among the Company, The Chase Manhattan Bank (formerly known as Chemical Bank), as agent (in such capacity, the "Term Loan Agent") for the several banks and other financial institutions from time to time parties thereto (the "Term Loan Lenders") and the Term Loan Lenders and (b) the Note Agreement, dated as of May 31, 1995 (as heretofore amended, supplemented or otherwise, the "Note Agreement" and, together with the Term Loan Agreement, collectively, the "Existing Agreements"), among the Company, The Chase Manhattan Bank (formerly known as Chemical Bank), as agent (in such capacity and also in its capacity as the Term Loan Agent, the "Agent") for the several banks and other financial institutions from time to time parties thereto (the "Note Lenders" and, together with the Term Loan Lenders, collectively, the "Lenders") and the Note Lenders, pursuant to which the Lenders made certain loans to the Company;

WHEREAS, in connection with the execution and delivery of the Existing MRA and the Existing Agreements, the Pledgors executed and delivered to the Agent, for the benefit of the Lenders, Amendment No. 1 to the Subsidiary Patent and Trademark Security Agreement, dated as of May 31, 1995 (the Original Patent and Trademark Security Agreement as amended, supplemented or otherwise modified by such Amendment No. 1, the "Existing Patent and Trademark Security Agreement"), pursuant to which the Pledgors granted to the Agent, for the benefit of the Lenders, a security interest in all the Collateral (as defined in the Existing Patent and Trademark Security Agreement) as collateral security for the Obligations (as defined in the Existing Patent and Trademark Security Agreement);

WHEREAS, the Company, the Agent and the Lenders have agreed to restructure the obligations of the Company under the Existing Agreements by means of, among other things, the execution and delivery of the Indenture and the Master Restructuring Agreement, dated as of even date herewith (as amended, supplemented or otherwise modified from time to time, the "MRA"), among the Company, the Agent and the Lenders, among others; and

WHEREAS, it is a condition precedent to the effectiveness of the MRA and the obligation of the Agent and the Lenders to consummate the restructuring contemplated thereby, that, among other things, the Pledgors shall have executed and delivered this Agreement to the Trustee, for the benefit of the Holders.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to restructure the obligations of the Company under the Existing Agreements and to induce the Trustee to enter into the Indenture, the Pledgors hereby agree with the Trustee, for the benefit of the Holders, that the Existing Patent and Trademark Security Agreement shall be and hereby is amended and restated in its entirety as follows:

1. Defined Terms. (a) Unless otherwise defined herein, capitalized terms defined in the Indenture are used herein as defined therein. The following terms shall have the following meanings:

"Agreement": this Amended and Restated Subsidiary Patent and Trademark Security Agreement, as the same may be amended, supplemented, waived or otherwise modified from time to time.

"Code": the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral": as defined in Section 2 of this Agreement.

"General Intangibles": as defined in Section 9-106 of the Code, including, without limitation, all Patents and Trademarks now or hereafter owned by any Pledgor to the extent such Patents and Trademarks would be included in General Intangibles under the Code.

"Patent Licenses": all license agreements with any other Person in connection with any of the Patents or such other Person's patents, whether the relevant Pledgor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 1 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Subsidiary Security Agreement) now or hereafter covered by such licenses.

"Patents": all patents, patent applications and patentable inventions, including, without limitation, all patents and patent applications identified in Schedule 1 attached hereto and made a part hereof, and including without limitation (a) all inventions and improvements described and claimed therein, and patentable inventions, (b) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (c) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (d) all rights corresponding thereto and all reissues, divisions, continuations, continuations-in-part, substitutes, renewals, and extensions thereof, all improvements thereon, and all other rights of any kind whatsoever of any Pledgor accruing thereunder or pertaining thereto (Patents and Patent Licenses being, collectively, the **"Patent Collateral"**).

"Secured Obligations": as defined in the Subsidiary Security Agreement.

"Trademark Licenses": all license agreements with any other Person in connection with any of the Trademarks or such other Person's names or trademarks, whether the relevant Pledgor is a licensor or a licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule 2 attached hereto and made a part hereof, subject, in each case, to the terms of such license agreements, and the right to prepare for sale, sell and advertise for sale, all Inventory (as defined in the Subsidiary Security Agreement) now or hereafter covered by such licenses.

"Trademarks": all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations, and any renewals thereof, including, without limitation, each registration and application identified in Schedule 2 attached hereto and made a part hereof, and including without limitation (a) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (b) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (c) all rights corresponding thereto and all other rights of any kind whatsoever of any Pledgor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin (Trademarks and Trademark Licenses being, collectively, the "Trademark Collateral").

(b) The words "hereof," "herein" and "hereunder" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section and paragraph references are to this Agreement unless otherwise specified.

(c) The meanings given to terms defined herein shall be equally applicable to both the singular and plural forms of such terms.

2. Grant of Security Interest. Each of the Pledgors hereby confirms and reaffirms its grant of a security interest in the Collateral (as defined in the Existing Patent and Trademark Security Agreement) pursuant to the Existing Patent and Trademark Security Agreement, which security interest is hereby amended and restated to be solely in favor of the Trustee, for the ratable benefit of the Holders, and shall secure only the Obligations, and which Existing Patent and Trademark Security Agreement is replaced hereby. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Secured Obligations each Pledgor hereby assigns, pledges and grants to the Trustee, for the ratable benefit of the Holders, a security interest in all of the following property now owned or at any time hereafter acquired by such Pledgor or in which such Pledgor now has or at any time in the future may acquire any right, title or interest (collectively, the "Collateral"):

- (a) all Patents;
- (b) all Patent Licenses;
- (c) all Trademarks;
- (d) all Trademark Licenses;

(e) all General Intangibles connected with the use of or symbolized by the Patents and Trademarks; and

(f) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing and all collateral security and guarantees given by any Person with respect to any of the foregoing.

3. Pledgors Remain Liable; Limitations on Trustee's and Holders' Obligations.

Anything herein to the contrary notwithstanding, (a) each Pledgor shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Trustee of any of the rights hereunder shall not release any Pledgor from any of its duties or obligations under the contracts and agreements included in the Collateral, and (c) neither the Trustee nor any Holder shall have any obligation or liability under the contracts and agreements included in the Collateral by reason of this Agreement, nor shall the Trustee or any Holder be obligated to perform any of the obligations or duties of any Pledgor thereunder or to take any action to collect or enforce any claim for payment assigned hereunder.

4. Trustee's Appointment as Attorney-in-Fact.

(a) **Powers.** Each Pledgor hereby irrevocably constitutes and appoints the Trustee and any officer or Trustee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of such Pledgor and in the name of such Pledgor or in its own name, from time to time in the Trustee's discretion, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement, and, without limiting the generality of the foregoing, such Pledgor hereby gives the Trustee the power and right, on behalf of such Pledgor, without notice to or assent by such Pledgor, to do the following:

(i) to execute and deliver any and all agreements, instruments, documents, and papers as the Trustee may reasonably request to evidence the Trustee's and the Holders' security interest in any of the Collateral;

(ii) in the name of such Pledgor or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any General Intangible (to the extent that any of the foregoing constitute Collateral) or with respect to any other Collateral and to file any claim or to take any other action or institute any proceeding in any court of law or equity or otherwise deemed appropriate by the Trustee for the purpose of collecting any and all such moneys due under any such General Intangible or with respect to any such other Collateral whenever payable;

(iii) to pay or discharge Liens placed on the Collateral, other than Liens permitted under this Agreement or Permitted Liens; and

(iv) (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to the Trustee or as the Trustee shall direct; (B) to ask for, or demand, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any applications, suits, actions or proceedings at law or in equity in any court of competent jurisdiction or in the United States Patent and Trademark Office to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against such Pledgor with respect to any of the Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Trustee may deem appropriate; (G) subject to any pre-existing rights or licenses, to assign any Trademark constituting Collateral (along with the goodwill of the business to which any such Trademark pertains), for such term or terms, on such conditions, and in such manner, as the Trustee shall in its sole discretion determine; and (H) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Trustee were the absolute owner thereof for all purposes, and to do, at the Trustee's option and such Pledgor's expense, at any time, or from time to time, all acts and things which the Trustee deems necessary to protect, preserve or realize upon the Collateral and the Trustee's and the Holders' Liens thereon and to effect the intent of this Agreement, all as fully and effectively as such Pledgor might do.

Each Pledgor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable until payment in full of the Securities and the other Secured Obligations then due and owing.

(b) Other Powers. Each Pledgor also authorizes the Trustee to execute, in connection with any sale provided for in Section 7 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on the Part of Trustee or Holders. The powers conferred on the Trustee and the Holders hereunder are solely to protect the Trustee's and the Holders' interests in the Collateral and shall not impose any duty upon the Trustee or any Holder to exercise any such powers. The Trustee and the Holders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to any Pledgor for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

5. Performance by Trustee of Pledgors' Secured Obligations. If any Pledgor fails to perform or comply with any of its agreements contained herein and the Trustee, as provided for by the terms of this Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of the Trustee incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to 12%, shall be payable by any such Pledgor to the Trustee on demand and shall constitute Secured Obligations secured hereby.

6. Proceeds. It is agreed that if an Event of Default shall occur and be continuing, (a) all Proceeds of any Collateral received by any Pledgor consisting of cash, checks and other near-cash items shall be held by such Pledgor in trust for the Trustee and the Holders, segregated from other funds of such Pledgor, and at the request of the Trustee shall, forthwith upon receipt by such Pledgor, be turned over to the Trustee in the exact form received by such Pledgor (duly indorsed by such Pledgor to the Trustee, if required by the Trustee), and (b) any and all such Proceeds received by the Trustee (whether from such Pledgor or otherwise) may, in the sole discretion of the Trustee, be held by the Trustee, for the ratable benefit of the Holders, as collateral security for the Secured Obligations (whether matured or unmatured), and/or then or at any time thereafter may be applied by the Trustee against, the Secured Obligations then due and owing. Any balance of such Proceeds remaining after the payment in full of the Securities and the other Secured Obligations then due and owing shall be paid over to such Pledgor or to whomsoever may be lawfully entitled to receive the same.

7. Remedies. If an Event of Default shall occur and be continuing, the Trustee, on behalf of the Holders, may exercise all rights and remedies of a secured party under the Code, and, to the extent permitted by law, all other rights and remedies granted to them in this Agreement and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations. Without limiting the generality of the foregoing, the Trustee, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required by law referred to below) to or upon any Pledgor or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances, to the extent permitted by law, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Trustee or any Holder or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Trustee or any Holder shall have the right, to the extent permitted by law, upon any such sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in any Pledgor, which right or equity is hereby waived or released. Each Pledgor further agrees, at the Trustee's request, upon the occurrence and during the continuance of an Event of Default, to assemble the Collateral and make it available to the Trustee at places which the Trustee shall reasonably select, whether at such Pledgor's premises or elsewhere. In the event of any sale, assignment, or other disposition of any of the Collateral, the goodwill of the business

connected with and symbolized by any Trademark Collateral subject to such disposition shall be included, and the Pledgor thereof shall supply to the Trustee or its designee such Pledgor's know-how and expertise relating to the Collateral subject to such disposition, and such Pledgor's notebooks, studies, reports, records, documents and things embodying the same or relating to the inventions, processes or ideas covered by, and to the manufacture of any products under or in connection with, the Collateral subject to such disposition, and such Pledgor's customer's lists, studies and surveys and other records and documents relating to the distribution, marketing, advertising and sale of products relating to the Collateral subject to such disposition. The Trustee shall apply the net proceeds of any such collection, recovery, receipt, appropriation, realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Trustee and the Holders hereunder, including, without limitation, reasonable attorneys' fees and disbursements, to the payment in whole or in part of the Secured Obligations then due and owing, and only after such application and after the payment by the Trustee of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Code, need the Trustee account for the surplus, if any, to such Pledgor. To the extent permitted by applicable law, each Pledgor waives all claims, damages and demands it may acquire against the Trustee or any Holder arising out of the repossession, retention or sale of the Collateral, other than any such claims, damages and demands that may arise from the gross negligence or willful misconduct of any of them. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least ten (10) days before such sale or other disposition. Each Pledgor shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the then outstanding Secured Obligations, including the reasonable fees and disbursements of any attorneys employed by the Trustee or any Holder to collect such deficiency.

8. Limitation on Duties Regarding Preservation of Collateral. The Trustee's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Trustee deals with similar property for its own account. None of the Trustee, any Holder, nor any of their respective directors, officers, employees or trustees shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of any Pledgor or any other Person.

9. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are powers coupled with an interest and are irrevocable until payment in full of the Securities and the other Secured Obligations then due and owing.

10. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and

any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. Section Headings. The Section headings used in this Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

12. No Waiver; Cumulative Remedies. None of the Trustee nor any Holder shall by any act (except pursuant to Section 13 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Trustee or any Holder, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Trustee or any Holder of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Trustee or such Holder would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

13. Amendments in Writing; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except in accordance with Article IX of the Indenture. This Agreement shall be binding upon the successors and assigns of the Pledgors and shall inure to the benefit of the Trustee and the Holders and their respective successors and assigns, except that no Pledgor may assign, transfer or delegate any of its rights or obligations under this Agreement without the prior written consent of the Trustee.

14. Notices. All notices, requests and demands pursuant hereto shall be made in accordance with Section 12 of the Subsidiary Guarantee.

15. Authority of Trustee. Each Pledgor acknowledges that the rights and responsibilities of the Trustee under this Agreement with respect to any action taken by the Trustee or the exercise or non-exercise by the Trustee of any option, voting right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as among the Trustee and the Holders, be governed by the Indenture and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Trustee and each Pledgor, the Trustee shall be conclusively presumed to be acting as Trustee for the Holders with full and valid authority so to act or refrain from acting, and such Pledgor shall not be under any obligation to make any inquiry respecting such authority.

16. GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS

OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES OF CONFLICT OF LAWS THEREOF.

17. Release of Collateral and Termination. (a) At such time as the payment in full of the Securities and the other Secured Obligations then due and owing shall have occurred, the Collateral shall be released from the Liens created hereby, and this Agreement and all obligations (other than those expressly stated to survive such termination) of the Trustee and each Pledgor hereunder shall terminate, all without delivery of any instrument or performance of any act by any party, and all rights to the Collateral shall revert to such Pledgor unless such reversion would be inconsistent with the Subordination Agreement. Upon request of any Pledgor following any such termination, the Trustee shall deliver (at the sole cost and expense of such Pledgor) to such Pledgor any Collateral held by the Trustee hereunder, and execute and deliver (at the sole cost and expense of such Pledgor) to such Pledgor such documents as such Pledgor shall reasonably request to evidence such termination.

(b) If any of the Collateral shall be sold, transferred or otherwise disposed of by the Pledgor in a transaction permitted by the Indenture and the Bank Credit Agreement, then the Trustee shall execute and deliver to such Pledgor (at the sole cost and expense of such Pledgor) all releases or other documents reasonably necessary or desirable for the release of the Liens created hereby on such Collateral.

18. Subordination. Each of the Pledgors and the Trustee (for itself in that capacity and on behalf of the Holders) acknowledge that the security interests in the Collateral granted, confirmed and/or reaffirmed pursuant to this Agreement or otherwise held by the Trustee or any Holder are subordinated in priority to the security interests in the Collateral held by the holder of the Senior Indebtedness as provided in, and the rights (including the right to payment) and remedies of the Trustee hereunder and of the Holders are subordinated and subject to the terms and provisions of, the Subordination Agreement.

19. Inconsistent Provisions. In the event of any inconsistency or conflict between the provisions of this Agreement and the provisions of the Subsidiary Security Agreement, the provisions of the Subsidiary Security Agreement shall govern.

20. Counterparts. This Agreement may be executed by the parties hereto in any number of separate counterparts, and all of said counterparts taken together shall be deemed, to constitute one and the same instrument.

21. Incorporation of Certain Indenture Provisions. All provisions of Article VII of the Indenture shall be construed as extending to and including all of the rights, duties and obligations imposed upon the Trustee under this Agreement as fully and for all purposes as if said Article VII were contained in this Agreement.

IN WITNESS WHEREOF, each of the undersigned has caused this Agreement to be duly executed and delivered as of the date first above written.

CLIPPER MIST, INC.

By: Stuart Fisher
Name: Stuart B. Fisher
Title: Secretary

LONDON FOG SPORTSWEAR, INC.

By: Stuart Fisher
Name: Stuart B. Fisher
Title: Secretary

MATTHEW MANUFACTURING CO., INC.

By: Stuart Fisher
Name: Stuart B. Fisher
Title: Secretary

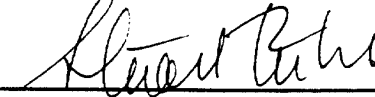
PACIFIC TRAIL, INC.

By: Stuart Fisher
Name: Stuart B. Fisher
Title: Secretary

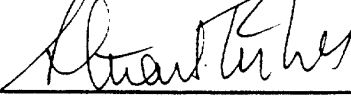
PTI HOLDING CORP.

By: Stuart Fisher
Name: Stuart B. Fisher
Title: Secretary

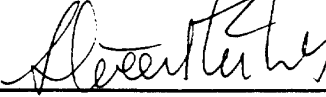
PTI TOP COMPANY, INC.

By: 
Name: Stuart B. Fisher
Title: Secretary


STAR SPORTSWEAR MANUFACTURING CORP.

By: 
Name: Stuart B. Fisher
Title: Secretary


THE MOUNGER CORPORATION

By: 
Name: Stuart B. Fisher
Title: Secretary

THE SCRANTON OUTLET CORPORATION

By: 
Name: Stuart B. Fisher
Title: Secretary

WASHINGTON HOLDING COMPANY

By: 
Name: Stuart B. Fisher
Title: Secretary

Patents and Patent Licenses

None

Trademarks and Trademark Licenses

1. Attached is a list of trademarks and trademark registrations all owned by Pacific Trail, Inc.
2. Licenses:
 - A. Pacific Trail, Inc. has granted the following trademark licenses:
 1. To Tomen America, Inc. for Japan for the mark LIBERTY BELL for a term ending December 31, 1998.
 2. To Sumikin Bussan Corporation for Japan for the mark PACIFIC TRAIL for a term ending December 31, 1999.
 3. To Freed and Freed International, Ltd. for Canada for the marks PACIFIC TRAIL, INSIDE EDGE and BLACKDOT for a term ending December 31, 2002.
 4. To Aquarius, Ltd. for the United States for the mark PACIFIC TRAIL for a term ending December 31, 1998.
 - B. Pacific Trail, Inc. was granted the following licenses:
 1. By Levi Strauss & Co. for the marks LEVI'S and SILVERTAB in the United States for a term ending June 30, 1999.
 2. By Levi Strauss & Co. for the marks DOCKERS in the United States for a term ending December 31, 1999.

REGISTRATIONS

TRADEMARK
REEL: 1734 FRAME: 0972

COMAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES
 OWNER: PACIFIC TRAIL, INC.
 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
U. S. A.	BLACK DOT		1860991	01NO1994
		25: CLOTHING, NAMELY, JACKETS, PANTS, SHORTS, T-SHIRTS, SHIRTS, SWEATERS, SWEATSHIRTS, SOCKS, GLOVES, HATS AND FOOTWEAR		
U. S. A.	CLIMATECH		1843681	05JL1994
		22: INSULATING FIBERS FOR USE IN THE MANUFACTURE OF OUTERWEAR		
U. S. A.	GLACIER BAY		1448585	21JL1987
		25: OUTERWEAR, NAMELY JACKETS		
U. S. A.	INSIDE EDGE		1323403	05MR1985
		25: SKI CLOTHING AND OUTERWEAR - NAMELY, SKI PARKAS, LOOK ALIKE JACKETS, LIGHTWEIGHT AND FILLED JACKETS, BIBBED PANTS AND REGULAR PANTS		
U. S. A.	NORTHERN EXPOSURE		2065376	27MY1997
		25: CLOTHING, NAMELY, JACKETS, COATS, SKI JACKETS		
U. S. A.	NORTHERN EXPOSURE		1446575	07JL1987
		25: CLOTHING, NAMELY SKI JACKETS, SKI PANTS AND SKI SUITS		

COWAN, LIEBOWITZ & LATHAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES
 OWNER: PACIFIC TRAIL, INC.
 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
U. S. A.	PACIFIC TRAIL	25: MEN'S, WOMEN'S, BOYS' GIRLS' AND CHILDREN'S JACKETS, SKI PARKAS, PANTS, SOCKS, WARM-UP SUITS, T-SHIRTS; WOMEN'S AND CHILDREN'S SWEATERS; MEN'S AND BOY'S SHIRTS; AND CHILDREN'S HATS	995887	150C1974
U. S. A.	PACIFIC TRAIL	25: FOOTWEAR	1828362	29MR1994
U. S. A.	PACIFIC TRAIL (CHILD)	18: LUGGAGE, INCLUDING BUT NOT LIMITED TO SPORTS BAGS	1855198	20SE1994
U. S. A.	PIERSON OUTFITTERS	25: CLOTHING, NAMELY, JACKETS	1636956	05MR1991
U. S. A.	SHOTZ	25: CLOTHING FOR SKIERS AND SNOW BOARDERS, NAMELY, JACKETS, PANTS, SHORTS, SHIRTS, T-SHIRTS, SWEATERS, SWEATSHIRTS, SOCKS, GLOVES, HATS, AND FOOTWEAR	1859765	25OC1994
U. S. A.	VAQO	25: MEN'S WEAR - NAMELY, JACKETS, SHIRTS, PANTS, PULLOVERS AND WARM UP SUITS	1326010	19MR1985
U. S. A.	WEATHER WATCHER	25: OUTERWEAR, NAMELY, JACKETS	1420135	09DE1986

COMAN, LIEBOWITZ & LATMAN, P.C.
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 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
AUSTRALIA	PACIFIC TRAIL		A319664	27AU1981
		25: SKI WEAR		
AUSTRALIA	PACIFIC TRAIL		641969	17MY1996
		25: MEN'S AND CHILDREN'S CLOTHING, HEADGEAR AND FOOTWEAR, INCLUDING SKI WEAR, SKI BIBS, SKI PANTS, COATS, JACKETS, VESTS, SUITS, TOPS, SWEATSHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIMWEAR, SWEATERS, SHIRTS, PANTS, HATS, GLOVES, HOSIERY, SOCKS, UNDERWEAR, SHOES, BOOTS AND SLIPPERS		
AUSTRIA	BLACK DOT		154401	13SE1994
		25: CLOTHING, FOOTWEAR, HEADGEAR		
AUSTRIA	INSIDE EDGE		153343	28JE1994
		25: CLOTHING, FOOTWEAR, HEADGEAR		
BENELUX	BLACK DOT		553873	13JE1994
		25: CLOTHING, FOOTWEAR, HEADGEAR		
BENELUX	INSIDE EDGE		547689	28AP1994
		25: CLOTHING, HEADGEAR, FOOTWEAR		
BENELUX	PACIFIC TRAIL		550828	28AP1994
		25: CLOTHING, HEADGEAR, FOOTWEAR		

COMAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES
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 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
CANADA	BLACK DOT		TMA479,982	08AU1997
		SKIWEAR, NAMELY, JACKETS AND PANTS		
CANADA	CLIMATECH		TMA475,598	02MY1997
		INSULATING FIBERS FOR USE IN THE MANUFACTURE OF OUTERWEAR		
CANADA	LIBERTY BELL		241351	21MR1980
		SKI WARM-UP PANTS, SKI JACKETS, SKI SWEATERS, SKI HATS, SKI WIND SHIRTS, TURTLENECK SKI SHIRTS		
CANADA	PACIFIC TRAIL		243008	11AP1980
		MEN'S AND WOMEN'S, BOYS', GIRLS' AND CHILDREN'S JACKETS, SWEATERS, SHIRTS, SKI PARKAS, PANTS, SOCKS, HATS, WARM-UP SUITS AND T-SHIRTS, OUTERWEAR COATS AND GLOVES		
CANADA	VAGO		311901	07MR1986
		MEN' WEAR, NAMELY JACKETS, SHIRTS, PANTS, PULLOVERS AND WARM UP SUITS		
CHINA P.R.	PACIFIC TRAIL		246901	30MR1986
		NA 53: CLOTHING, INCLUDING DRESS SUITS, JACKETS, PARKAS, DOWN-FILLED JACKETS, SPORT JACKETS, GOLF, BOATING AND BACK-PACKING JACKETS; PANTS, WARM-UP PANTS, SKI PANTS, TROUSERS FOR SPORTING WEAR AND LEISURE WEAR, BIBBED PANTS; OVERCOATS, DRESSES, JUMPERS, SKIRTS, SHORTS, SHIRTS, T-SHIRTS, BLOUSES, SWEATERS, SKI SWEATERS, TURTLENECKS, VESTS, UNIFORMS, SWEATSHIRTS, JOGGING SUITS, WARM-UP SUITS, TENNIS CLOTHING; UNDERWEAR, LINGERIE		

RJA/BCZ/19228/00/290905.01

COWAN, LIEBOWITZ & LATMAN, P.C.
CLIENT: LONDON FOG INDUSTRIES
OWNER: PACIFIC TRAIL, INC.
REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

Page 5

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
DENMARK	BLACK DOT		VR04.176	1995 30JE1995
		25: CLOTHING, HEADGEAR AND FOOTWEAR, NAMELY SKI WEAR, SKI BIBS, SKI PANTS, COATS, JACKETS, VESTS, SUITS, TOPS, SWEAT SHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIMWEAR, SHIRTS FOR WOMEN AND CHILDREN, PANTS, HATS, GLOVES, HOSIERY, SOCKS, UNDERWEAR FOR WOMEN AND CHILDREN, SHOES, BOOTS AND SLIPPERS, NONE OF THE ABOVE GOODS ARE OF KNITTED MATERIAL		
FINLAND	BLACK DOT		140790	20NO1995
		25: ALL GOODS IN CLASS		
FINLAND	INSIDE EDGE		138796	20JL1995
		25: ALL GOODS IN CLASS		
FRANCE	BLACK DOT		94524320	13JE1994
		25: CLOTHING, FOOTWEAR, HEADGEAR, MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, SKI WEAR, SPORTSWEAR, OUTERWEAR, COATS, VESTS, SUITS, SKIRTS, PANTS, SHORTS, SWEATERS, BLOUSES, LINGERIE, UNDERWEAR, SWIMWEAR, GLOVES, SOCKS, BOOTS AND SLIPPERS		
FRANCE	INSIDE EDGE		94517905	28AP1994
		25: CLOTHING, FOOTWEAR, HEADGEAR; MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, SKI WEAR, SPORTSWEAR, OVERCOATS, COATS, VESTS, JACKETS, SKIRTS, PANTS, SHORTS, SWEATERS, SHIRTS, HOSIERY, UNDER GARMENTS, SWIM WEAR, GLOVES, BOOTS AND SLIPPERS		

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TRADEMARK
REEL: 1734 FRAME: 0977

COMAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES
 OWNERS: PACIFIC TRAIL, INC.
 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
FRANCE	PACIFIC TRAIL	25: CLOTHING, FOOTWEAR, HEADGEAR; MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, SKI WEAR, SPORTSWEAR, OVERCOATS, COATS, VESTS, JACKETS, SKIRTS, PANTS, SHORTS, SWEATERS, SHIRTS, HOSIERY, UNDER GARMENTS, SWIM WEAR, GLOVES, BOOTS AND SLIPPERS	94517904	28AP1994
GREAT BRITAIN	PACIFIC TRAIL	25: COATS, JACKETS, VESTS, WAISTCOATS, BODY WARNERS, SLEEVELESS JACKETS AND RAIN GEAR; PANTS, TROUSERS, SHIRTS, SWEATSHIRTS, SWEAT PANTS, TROUSERS FOR SPORTING USE, TROUSERS FOR LEISURE WEAR, HATS, GLOVES, MITTENS AND SOCKS	1570364	04MY1994
GERMANY	BLACK DOT	25: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, HEADGEAR AND FOOTWEAR, INCLUDING SKI WEAR, SKI BIBS, SKI PANTS, COATS, JACKETS, VESTS, SUITS, TOPS, SWEATSHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIMWEAR, SWEATERS, SHIRTS, PANTS, HATS, GLOVES, HOSIERY, SOCKS, UNDERWEAR, SHOES, BOOTS AND SLIPPERS	2911101	18AU1995
GERMANY	INSIDE EDGE	25: MEN'S, WOMEN'S, AND CHILDREN'S CLOTHING, HEADGEAR AND FOOTWEAR, INCLUDING SKI WEAR, COATS, JACKETS, VESTS, SUITS, TOPS, SWEATSHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIMWEAR, SWEATERS, SHIRTS, PANTS, HATS, GLOVES, HOSIERY, SHOES, BOOTS, AND SLIPPERS	2091759	10FE1995
GERMANY	PACIFIC TRAIL	25: CLOTHING, IN PARTICULAR CLOTHING FOR WOMEN, MEN AND CHILDREN, INCLUDING SKI WEAR, COATS, JACKETS, VESTS, SUITS, TOPS, SWEATSHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIM WEAR, SWEATERS, SHIRTS, PANTS, HOSIERY AND SOCKS, GLOVES, HEADGEAR	2098280	11JL1995

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COMAN, LIEBOWITZ & LATMAN, P.C.
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 OWNER: PACIFIC TRAIL, INC.
 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
HONG KONG	PACIFIC TRAIL		1487/1988	20MY1988
		25: CLOTHING, FOOTWEAR		
ITALY	BLACK DOT		688657	070C1996
		25: CLOTHING, FOOTWEAR, HEADGEAR		
ITALY	INSIDE EDGE		732207	240C1997
		25: CLOTHING, FOOTWEAR, HEADGEAR		
JAPAN	LIBERTY BELL		1019967	28JE1973
		NA 24: SPORTING GOODS AND ALL OTHER GOODS BELONGING TO THIS CLASS		
JAPAN	LIBERTY BELL		1086852	05SE1974
		NA 17: CLOTHING AND ALL OTHER GOODS BELONGING TO THIS CLASS		
JAPAN	LIBERTY BELL		4047827	22AU1997
		25: CLOTHING, GARTERS, SOCK SUSPENDERS, BRACES, BANDS, BELTS, FOOTWEAR, SPECIAL SPORTING AND GYMNASTIC WEAR, SPECIAL SPORTING AND GYMNASTIC FOOTWEAR		
JAPAN	LIBERTY BELL		3296771	25AP1997
		18: LEATHER, BAGS OR THE LIKE, POUCHES OR THE LIKE, PORTABLE TOILETRY ARTICLE CASES, METAL FITTINGS FOR BAGS, PURSE CLASPS, UMBRELLAS AND PARASOLS, STICKS, CANES, FITTINGS OF METAL FOR CANES, CANE HANDLES, HORSE-RIDING EQUIPMENT, CLOTHING FOR PETS		

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COMAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES
 OWNER: PACIFIC TRAIL, INC.
 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
JAPAN	LIBERTY BELL		4053670	05SE1997
		9: PHYSICAL AND CHEMICAL APPARATUS AND INSTRUMENTS; MEASURING APPARATUS AND INSTRUMENTS; PHOTOGRAPHIC APPARATUS AND INSTRUMENTS; MOTION PICTURE APPARATUS AND INSTRUMENTS; OPTICAL APPARATUS AND INSTRUMENTS; GLASSES; PROCESSED GLASS (EXCLUDING THOSE FOR BUILDING USE); ROCKETS; GLOVES FOR PROTECTION AGAINST ACCIDENT; FIRE ENGINES, FIREBOATS, CLOTHING FOR PROTECTION AGAINST FIRE; DUST MASKS, PROTECTIVE MASKS; CIGAR LIGHTER FOR CARS; WELDING MASKS; TRANSPARENCIES, SLIDE FILM MOUNTS; SLIDE RULES; WEIGHT BELTS; WET SUITS; LIFEBOUYS; AIR TANKS; SWIMMING FLATBOARDS; REGULATORS; INBUE; TOYS FOR TELEVISION GAMES FOR HOME USE; METRONOMES		
JAPAN	LIBERTY BELL (IN KATAKANA)		1057194	21FE1974
		NA 24: SPORTING GOODS AND ALL OTHER GOODS IN CLASS		
JAPAN	LIBERTY BELL DESIGN		2505200	26FE1993
		NA 17: CLOTHINGS, FABRIC APPAREL ACCESSORIES NOT BELONGING TO OTHER CLASSES, BEDDINGS		
JAPAN	LIBERTY BELL DESIGN		2412624	29MY1992
		NA 21: TRINKETS, BUTTONS, BAGS, CLOTH-MADE BAGS, PRECIOUS STONES AND IMITATION THEREOF, ARTIFICIAL FLOWER, TOILET GOODS		
JAPAN	PACIFIC TRAIL		4065633	03OC1997
		18: LEATHER, BAGS OR THE LIKE, POUCHES OR THE LIKE, PORTABLE TOILETRY ARTICLE CASES, METAL FITTINGS FOR BAGS, PURSE CLASPS, UMBRELLAS AND PARASOLS, STICKS, CANES, FITTINGS OF METAL FOR CANES, CANE HANDLES, HORSE-RIDING EQUIPMENT, CLOTHING FOR PETS		

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COMAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES
 OWNER: PACIFIC TRAIL, INC.
 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
JAPAN	PACIFIC TRAIL	25: CLOTHING, GARTERS, SOCKS, SUSPENDERS, BRACES, BANDS, BELTS, FOOTWEAR, SPECIAL SPORTING AND GYMNASTIC WEAR (INCLUDES SKI WEAR ITEMS), SPECIAL SPORTING AND GYMNASTIC FOOTWEAR	4065634	030C1997
S. KOREA	LIBERTYBELL	NA 45: TOWEL, SLIDE FASTENER, HANDKERCHIEF, HOOK, PRESS BUTTON, CUFFS BUTTON, BUTTONS, BUCKLE, BADGE, NECKLACE, SUSPENDERS, BELT, TIGHTS, STOCKINGS FOR SPORTS, NECKTIE, SCARF, MUFFLER, NECKERCHIEF, GLOVES, SOCKS, JUMPER, RAIN-COAT, HALF-COAT, OVER COAT, CHILDREN'S CLOTHES, SKIRT, SUITS, EVENING DRESS, TROUSERS, WORKING CLOTHES, SCHOOL UNIFORM, DRESS SUITS	105602	050C1984
S. KOREA	LIBERTYBELL	NA 25: BRIEFCASE, SACK, BOX, CAN, WALLET, BOSTONBAG, SUIT-CASE AND HANDBAG	105601	050C1984
S. KOREA	PACIFIC TRAIL	NA 27: SHOES, BOOTS, LACED BOOTS, LEATHER SHOES, RUBBER SHOES, VINYL SHOES, RAIN SHOES, ARCTIC BOOTS, BASEBALL SHOES, BASKETBALL SHOES, RUGBY SHOES, HANDBALL SHOES, TRACK-RACING SHOES, HOCKEY SHOES, GOLF SHOES, BOXING SHOES, HIKING SHOES, ANGLER SHOES, FATIGUE SHOES, SANDALS, OVER SHOES, SLIPPER, FOOTBALL SHOES, SHOES STRING, SHOES BRUSH, SHOE HORN, UMBRELLA	143881	05AU1987
S. KOREA	PACIFIC TRAIL	NA 45: JACKETS FOR MEN, JACKETS FOR WOMEN & CHILDREN'S CLOTHES	61719	30MY1979

COMAN, LIEBOWITZ & LATHAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES
 OWNER: PACIFIC TRAIL, INC.
 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
MALAYSIA	PACIFIC TRAIL	25: JACKETS, COATS, PANTS, SWEATERS, SHIRTS, SHORTS, SKI COATS, SKI PANTS, SOCKS, HATS, WARM-UP SUITS, T-SHIRTS, GLOVES, FOOTWEAR	8604463	27DC1986
MEXICO	PACIFIC TRAIL	25: CLOTHING, INCLUDING BOOTS, SHOES, SLIPPERS AND HAT SHOP	427233	04DE1992
NEW ZEALAND	PACIFIC TRAIL	25: ARTICLES OF CLOTHING INCLUDING MEN'S, WOMEN'S, BOYS', GIRLS', AND CHILDREN'S JACKETS, SWEATERS, SHIRTS, SKI PARKAS, PANTS, SOCKS, HATS, WARM-UP SUITS AND T-SHIRTS BUT EXCLUDING BOOTS AND SHOES	8124387	05JL1978
NORWAY	BLACK DOT	25: ALL GOODS IN CLASS 25	175395	18JL1996
PHILIPPINES	PACIFIC TRAIL	25: CLOTHING AND FOOTWEAR; NAMELY, MEN'S, WOMEN'S, GIRL'S, BOY'S, CHILDREN'S JACKETS, SWEATERS, SHIRTS, SKI-PARKAS, PANTS, SOCKS, HATS, WARM-UP SUITS AND T-SHIRTS AND FOOTWEAR	48279	29MY1990
PORTUGAL	PACIFIC TRAIL	25: ARTICLES OF CLOTHING	237201	04FE1992
PORTUGAL	PACIFIC TRAIL	25: FOOTWEAR	237202	04FE1992

RJA/BCZ/19228/00/290905.01

COMAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES
 OWNER: 'PACIFIC TRAIL, INC.
 REGISTRATIONS TO BE MAINTAINED AS OF FEBRUARY 18, 1998

COUNTRY	MARK	GOODS	REGIS. NUMBER	REGIS. DATE
SWEDEN	BLACK DOT		265973	07AP1995
		25: ALL GOODS IN CLASS		
SWITZERLAND	BLACK DOT		422087	14JE1994
		25: CLOTHING, FOOTWEAR, HEADGEAR		
SWITZERLAND	INSIDE EDGE		421.275	03MY1994
		25: CLOTHING, FOOTWEAR, HEADGEAR		
SWITZERLAND	PACIFIC TRAIL		421.274	03MY1994
		25: CLOTHING, FOOTWEAR, HEADGEAR		
TAIWAN	PACIFIC TRAIL		352188	31DE1986
		NA 48: BOOTS, SHOES AND SPORTS SHOES		
TAIWAN	PACIFIC TRAIL		422061	30NO1988
		NA 40: ARTICLES OF CLOTHING FOR MEN, WOMEN AND CHILDREN, SHIRTS, SPORTSWEAR AND LEISURE WEAR		
THAILAND	PACIFIC TRAIL		KOR49366	08AU1986
		25: OUTER PANTS, UNDER PANTS, SPORTS PANTS, UPPER OUTER GARMENTS, UPPER INNER GARMENTS, SPORTS UPPER OUTER GARMENTS, SWEATERS, VESTS, GLOVES, MITTENS, SCARVES, SOCKS, HATS, SKIRTS, SWEATSHIRTS, WARM-UP SUITS, AMORAKS, SKI SUITS, UNDERWEARS, SWIMWEAR, JOGGING SUITS, SHOES, SPORTS SHOES		

RJA/BCZ/19228/00/290905.01

APPLICATIONS

TRADEMARK
REEL: 1734 FRAME: 0984

COMAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES, INC.
 OWNER: PACIFIC TRAIL, INC.
 APPLICATIONS PENDING AS OF FEBRUARY 18, 1998

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	ACTIVITY	DATE
U. S. A.	BLACK DOT LOGO	75/321825	09JL1997	FOLLOW UP SCHEDULED QUERY RE STATUS FILING RECEIPT ISSUED	18AP1998 18FE1998 06AU1997

PER TRADEMARK OFFICE STATUS HOTLINE, APPLICATION NOT YET
 ASSIGNED TO EXAMINER

25: CLOTHING, NAMELY, JACKETS, PANTS, SHORTS, T-SHIRTS,
 SHIRTS, SWEATERS, SWEATSHIRTS, SOCKS, GLOVES, HAIS AND
 FOOTWEAR

U. S. A.	INSIDE EDGE LOGO ("E" LOGO)	75/326229	17JL1997	FOLLOW UP SCHEDULED INFORMED CLIENT OF FILED STATUS QUERY RE STATUS	18AP1998 20AU1997 18I
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PER TRADEMARK OFFICE STATUS HOTLINE, APPLICATION NOT YET
 ASSIGNED TO EXAMINER

25: SKI CLOTHING AND OUTERWEAR, NAMELY, SKI PARKAS, LOOK
 ALIKE JACKETS, LIGHTWEIGHT AND FILLED JACKETS, BIBBED PANTS
 AND REGULAR PANTS

U. S. A.	LIBERTY BELL	74/610227	12DE1994	STATEMENT OF USE DUE REQ. EXTENS. TIME STATE. OF USE FILED STATEMENT OF USE RECEIVED BY PTO	1. 05JA1998 07JA1998
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STATEMENT OF USE AND AMENDMENT RE APPLICANT'S ADDRESS
 RECEIVED BY TRADEMARK OFFICE JANUARY 7, 1998

25: CLOTHING, NAMELY, COATS AND JACKETS

COWAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES, INC.
 OWNER: PACIFIC TRAIL, INC.
 APPLICATIONS PENDING AS OF FEBRUARY 18, 1998

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	ACTIVITY	DATE
U. S. A.	STORM TECH	75/186003	22OC1996	FOLLOW UP SCHEDULED APPLN ALLOWED; AWAITING PUBLICATION	12AP1998 12FE1998

25: CLOTHING, NAMELY COATS, JACKETS, VESTS AND PANTS

U. S. A.	STORM TECH LOGO	75/321826	09JL1997	FOLLOW UP SCHEDULED QUERY RE STATUS FILING RECEIPT ISSUED	18AP1998 18FE1998 08AU1997
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NOT YET ASSIGNED TO EXAMINER PER TRADEMARK OFFICE STATUS
 HOTLINE

25: CLOTHING, NAMELY COATS, JACKET, VESTS AND PANTS

CANADA	BLACK DOT	762306	23AU1994	STATEMENT OF USE DUE F/A ACKNOWLEDGED INSTRUCTIONS INSTRUCT F/A TO OBTAIN EXTENSION	23FE1998 12FE1998 10FE1998
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GOGGLES AND SUNGLASSES

CANADA	PACIFIC TRAIL	730774	11JE1993	STATEMENT OF USE DUE NOTICE OF ALLOWANCE	11JE1998 24JE1994
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FOOTWEAR NAMELY, SHOES AND BOOTS; LUGGAGE, INCLUDING BACK-
 PACKS, DAY PACKS, CARRYING BAGS, AND SPORTS BAGS

COMAN, LIEBOWITZ & LATMAN, P.C.
CLIENT: LONDON FOG INDUSTRIES, INC.
OWNER: PACIFIC TRAIL, INC.
APPLICATIONS PENDING AS OF FEBRUARY 18, 1998

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COUNTRY	MARK	APPLN. NO.	APPLN. DATE	ACTIVITY	DATE
CHINA P.R.	PACIFIC TRAIL			FOLLOW UP SCHEDULED COMMUNICATION FROM FOREIGN ASSOC. INSTRUCTED F/A TO FILE APPLICATION	05MR1998 05JA1998 27JA1998

ASSOCIATE REQUIRES EXECUTED POWER OF ATTORNEY

9: SUNGLASSES AND GLASSES

CHINA P.R.	PACIFIC TRAIL			FOLLOW UP SCHEDULED COMMUNICATION FROM FOREIGN ASSOC. INSTRUCTED F/A TO FILE APPLICATION	05MR1998 05FE1998 27JA1998
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ASSOCIATE REQUIRES POWER OF ATTORNEY FOR FILING APPLICATION

18: LUGGAGE, BACKPACKS, BAGS, UMBRELLAS, LEATHER, ANIMAL
SKINS, STICKS, WHIPS

CHINA P.R.	PACIFIC TRAIL			FOLLOW UP SCHEDULED COMMUNICATION FROM FOREIGN ASSOC. INSTRUCTED F/A TO FILE APPLICATION	05MR1998 05FE1998 27JA1998
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ASSOCIATE REQUIRES POWER OF ATTORNEY FOR FILING APPLICATION

25: FOOTWEAR, HATS, SOCKS, GLOVES, BELTS, SWIMWEAR, RAIN
COATS, TIES, COSTUMES, SCARVES

RJA/BCZ/19228/00/290895.01

TRADEMARK
REEL: 1734 FRAME: 0987

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	ACTIVITY	DATE
JAPAN	LIBERTY BELL	1997/119371	26MY1997	COMMUNICATION FROM FOREIGN ASSOC. QUERY RE STATUS	30OC1997 21OC1997

21: GLASS BASE PRODUCTS (EXCLUDING THOSE FOR BUILDINGS); PANS OR THE LIKE; COFFEE POTS (EXCLUDING ELECTRIC ONES OR THOSE OF PRECIOUS METAL); IRON KETTLES; KETTLES; TABLEWARE (EXCLUDING THOSE OF PRECIOUS METAL); ICE PAILS; BEATERS; STRAINERS; PEPPER POTS, SUGAR BOWLS AND SALT CELLARS (EXCLUDING THOSE OF PRECIOUS METAL); EGG STANDS (EXCLUDING THOSE OF PRECIOUS METAL); NAPKIN HOLDERS AND NAPKIN RINGS (EXCLUDING THOSE OF PRECIOUS METAL); TRAYS (EXCLUDING THOSE OF PRECIOUS METAL); TOOTHPICK STANDS (EXCLUDING THOSE OF PRECIOUS METAL); SALAD BOWLS (EXCLUDING THOSE OF PRECIOUS METAL); BAMBOO BASKETS; SHAKERS; RICE SERVERS; MANUAL COFFEE BEAN GRINDERS AND PEPPER GRINDERS; FUNNELS; WOODEN PESTLES; EARTHENWARE MORTARS; DINING STANDS; BOTTLE OPENERS; RADISH GRATERS; CAKE SERVERS; PAN-MATS; CHOPSTICKS; CHOPSTICK BOXES; LADLES, SIEVES; CHOPPING BOARDS; ROLLING PINS; ROASTING NETS; TOOTHPICKS; LEMON PRESSES; WAFFLE IRONS (EXCLUDING ELECTRIC ONES); CLEANING AND WASHING EQUIPMENT; COOKING SPITS; PORTABLE ICE BOXES; RICE BINS; GLASS BOTTLES FOR PRESERVING FOOD; CANTEENS; VACUUM BOTTLES; GLOVES FOR HOUSEHOLD PURPOSES; TOILETRY ARTICLES (EXCLUDING ELECTRIC TOOTH BRUSHES); ELECTRIC TOOTH BRUSHES; DENTAL FLOSS; TUB BRUSHES; METAL BRUSHES; BRUSHES FOR PIPES; INDUSTRIAL BRUSHES; SCRUBBING BRUSHES; HOG BRISTLES FOR BRUSHES; CLOTH BRUSHES; SHOE BRUSHES; SHOE HORNS; SHOESHINE CLOTH; SHOE CLEANERS; SHOE TREES; GLASS CONTAINERS (EXCLUDING GLASS CLOSURE AND GLASS COVER); EARTHENWARE CONTAINERS; GLASS CLOSURES; GLASS COVER; TROUGHS; RINGS FOR POULTRY; IRONS STANDS; SPRAYERS; FLAT-IRON STANDS; HOT-WATER STIRRING POLES; FEEDING VESSELS FOR PETS; BRUSHES FOR PETS; TEETHING ITEMS FOR DOGS; BIRD CAGES; BASINS FOR BIRDS; FLOWER POTS; HYDROPONIC CULTURE DEVICES FOR DOMESTIC USE; WATERING POTS; CINDER SIEVES FOR DOMESTIC USE; COAL BOXES; METAL BOXES FOR DISPENSING PAPER TOWELS; BOOTJACKS; SOAP DISPENSERS; CHAMBER POTS; TOILET PAPER HOLDERS; MONEY BOXES (EXCLUDING THOSE OF METAL); MOUSE TRAPS; FLY SWATTERS; BATH STOOLS; WOODEN PAILS FOR BATH; CANDLES SNUFFERS AND CANDLESTICKS (EXCLUDING THOSE OF PRECIOUS METAL); VASES AND BASINS (EXCLUDING THOSE OF PRECIOUS METAL); WIND-BELLS; STANDING SIGNBOARDS OF GLASS OR PORCELAIN; INCENSE BURNERS; COFFERS;

24: WOVEN FABRICS (EXCLUDING MAT EDGE CLOTH); MAT EDGE CLOTH; LOOP KNIT FABRICS; FELT AND NON-WOVEN CLOTH; OIL CLOTH; GUMMED WATER PROOF CLOTH; VINYL CLOTH; RUBBERIZED CLOTH; LEATHER CLOTH; FILTER CLOTH; FABRIC APPAREL ACCESSORIES; WASHING MITTS; OTHER BATH LINEN (EXCLUDING CLOTHING); TABLE NAPKIN OF TEXTILE; DISHCLOTHS; MOSQUITO NETS; BLANKETS; QUILTS; QUILT COVERS; "FUTON" COVER; SHEETS; PILLOW COVER; OTHER BED LINEN; CHAIR COVERS OF TEXTILE; TAPESTRIES OF TEXTILE; BLINDS OF TEXTILE; CURTAINS, TABLE CLOTH; DROP CURTAIN; TOILET SHEET COVERS OF TEXTILE; SHOWER CURTAINS; REMAINS COVERS; SHROUDS; BLACK-AND-WHITE CURTAIN; RED-AND-WHITE CURTAIN; LABELS OF CLOTH; CLOTHS FOR BILLIARDS USE; "NOBORI" AND FLAGS (EXCLUDING THOSE OF PAPER)

27: MATS; CUSHIONS; OTHER CARPETINGS; TAPESTRIES (EXCLUDING TEXTILE ONES); MATTING; BATH MATS; ARTIFICIAL TURFS; GYMNASTIC MATS; WALLPAPERS

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	ACTIVITY	DATE
JAPAN	LIBERTY BELL DESIGN	1997/22992	03MR1997	FILING RECEIPT ISSUED	02AP1997

9: PHYSICAL AND CHEMICAL APPARATUS AND INSTRUMENTS, MEASURING APPARATUS AND INSTRUMENTS, ELECTRICAL DISTRIBUTION OR CONTROL MACHINES AND APPARATUS, ROTARY CONVERTERS, PHASE MODIFIERS, BATTERIES, ELECTRICAL AND MAGNETIC MEASURING INSTRUMENTS, ELECTRIC WIRES AND CABLES, PHOTOGRAPHIC APPARATUS AND INSTRUMENTS, MOTION PICTURE APPARATUS AND INSTRUMENTS, OPTICAL APPARATUS AND INSTRUMENTS, GLASSES, PROCESSED GLASS (EXCLUDING THOSE FOR BUILDING USE), LIFE-SAVING APPARATUS, ELECTRICAL COMMUNICATION MACHINES AND APPARATUS, RECORDS, METRONOMU, APPLIED ELECTRONIC MACHINES AND INSTRUMENTS, OZONE GENERATORS, ELECTRIC CELLS, ROCKETS, AMUSEMENT PARK USE MACHINES AND INSTRUMENTS, ELECTRIC IRONS, ELECTRIC HAIR CURLERS, ELECTRIC BUZZERS, TRIANGULAR SIGNS FOR WARNING OF VEHICLE ACCIDENT, SLOT MACHINES, SIMULATORS FOR DRIVER TRAINING FOR DRIVING VEHICLES, SIMULATOR FOR SPORT TRAINING, LUMINOUS OR MECHANICAL ROAD SIGNS, RAILWAY SIGNAL MACHINES, FIRE ALARM SYSTEMS, GAS ALARM SYSTEMS, BURGLAR ALARM SYSTEMS, GLOVES FOR PROTECTION, FIRE EXTINGUISHERS, SPRINKLER FIRE SYSTEMS, FIRE HYDRANTS, NOZZLES FOR FIRE HOSES, FIREBOATS, FIRE ENGINES, CIGAR LIGHTERS FOR CARS, PROTECTIVE HELMETS, CLOTHING FOR PROTECTION AGAINST FIRE, DUST MASKS, PROTECTIVE MASKS, WELDING MASKS, MAGNETIC CORES, RESISTANCE WIRES, ELECTRODES, CINEMATOGRAPHIC FILMS, TRANSPARENCIES, SLIDE FILM MOUNTS, PRE-RECORDED VIDEO DISCS AND VIDEO TAPES, GASOLINE STATION EQUIPMENT, AUTOMATIC VENDING MACHINES, COIN-OPERATED GATES FOR CAR PARKS, CASH REGISTERS, COIN COUNTING OR SELECTING MACHINES, JOB RECORDING MACHINES, PHOTO-COPYING MACHINES, HAND CALCULATORS, DRAWING OR DRAFTING MACHINES, TIME STAMPING MACHINES, TIME RECORDERS, ELECTRIC CALCULATORS, PUNCH CARD SYSTEM MACHINES, VOTE COMPUTING MACHINES, BILLING MACHINES, POSTAGE STAMP CHECKING APPARATUS, SLIDE RULES, WEIGHT BELTS, WET SUITS, AIR TANKS, LIFEBOUYS, SWIMMING FLOATBOARDS, REGULATORS, DIVING MACHINES AND APPARATUS, ARC-WELDING MACHINES, ELECTRIC METAL CUTTING MACHINES, ELECTRIC WELDING MACHINES, TOYS FOR TELEVISION GAMES EGG TRADERS, ELECTRICALLY OPERATED DOOR CLOSING APPARATUS, POWER FLOOR WASHING MACHINES, FLOOR POLISHING MACHINES FOR BUSINESS USE

COWAN, LIEBOWITZ & LATMAN, P.C.
CLIENT: LONDON FOG INDUSTRIES, INC.
OWNER: PACIFIC TRAIL, INC.
APPLICATIONS PENDING AS OF FEBRUARY 18, 1998

Page 6

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	ACTIVITY	DATE
JAPAN	LIBERTY BELL DESIGN	1997/22994	03MR1997	FILING RECEIPT ISSUED	02AP1997

28: GAME EQUIPMENT, BILLIARD SETS, "GO" SETS, JAPANESE
CHESS SETS, DICE, BACKGAMMON, DICE CUPS, DIAMOND GAMES,
CHESS SETS, CHECKER SETS, MAGIC TRICK GOODS, DOMINO SETS,
MAHJONG GOODS, TOYS, DOLLS, TOYS FOR PETS, SPORTING AND
GYMNASTIC GOODS, SKI WAXES, FISHING EQUIPMENT

JAPAN	LIBERTY BELL DESIGN	1997/22993	03MR1997	FILING RECEIPT ISSUED	02AP1997
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25: CLOTHING, GARTERS, SOCK SUSPENDERS, BRACES, BANDS,
BELTS, FOOTWEAR, SPECIAL SPORTING AND GYMNASTIC WEAR,
SPECIAL SPORTING AND GYMNASTIC FOOTWEAR, FANCY-DRESSES

RJA/BCZ/19228/00/290895.01

TRADEMARK
REEL: 1734 FRAME: 0990

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	ACTIVITY	DATE
JAPAN	LIBERTY BELL DESIGN	1997/119370	26MY1997	COMMUNICATION FROM FOREIGN ASSOC. QUERY RE STATUS	30OC1997 21OC1997

21: GLASS BASE PRODUCTS (EXCLUDING THOSE FOR BUILDINGS); PANS OR THE LIKE; COFFEE POTS (EXCLUDING ELECTRIC ONES OR THOSE OF PRECIOUS METAL); IRON KETTLES; KETTLES; TABLEWARE (EXCLUDING THOSE OF PRECIOUS METAL); ICE PAILS; BEATERS; STRAINERS; PEPPER POTS, SUGAR BOWLS AND SALT CELLARS (EXCLUDING THOSE OF PRECIOUS METAL); EGG STANDS (EXCLUDING THOSE OF PRECIOUS METAL); NAPKIN HOLDERS AND NAPKIN RINGS (EXCLUDING THOSE OF PRECIOUS METAL); TRAYS (EXCLUDING THOSE OF PRECIOUS METAL); TOOTHPICK STANDS (EXCLUDING THOSE OF PRECIOUS METAL); SALAD BOWLS (EXCLUDING THOSE OF PRECIOUS METAL); BAMBOO BASKETS; SHAKERS; RICE SERVERS; MANUAL COFFEE BEAN GRINDERS AND PEPPER GRINDERS; FUNNELS; WOODEN PESTLES; EARTHENWARE MORTARS; DINING STANDS; BOTTLE OPENERS; RADISH GRATERS; CAKE SERVERS; PAN-MATS; CHOPSTICKS; CHOPSTICK BOXES; LADLES, SIEVES; CHOPPING BOARDS; ROLLING PINS; ROASTING NETS; TOOTHPICKS; LEMON PRESSES; WAFFLE IRONS (EXCLUDING ELECTRIC ONES); CLEANING AND WASHING EQUIPMENT; COOKING SPITS; PORTABLE ICE BOXES; RICE BINS; GLASS BOTTLES FOR PRESERVING FOOD; CANTEENS; VACUUM BOTTLES; GLOVES FOR HOUSEHOLD PURPOSES; TOILETRY ARTICLES (EXCLUDING ELECTRIC TOOTH BRUSHES); ELECTRIC TOOTH BRUSHES; DENTAL FLOSS; TUB BRUSHES; METAL BRUSHES; BRUSHES FOR PIPES; INDUSTRIAL BRUSHES; SCRUBBING BRUSHES; HOG BRISTLES FOR BRUSHES; CLOTH BRUSHES; SHOE BRUSHES; SHOE HORNS; SHOESHINE CLOTH; SHOE CLEANERS; SHOE TREES; GLASS CONTAINERS (EXCLUDING GLASS CLOSURE AND GLASS COVER); EARTHENWARE CONTAINERS; GLASS CLOSURES; GLASS COVER; TROUGHS; RINGS FOR POULTRY; IRON STANDS; SPRAYERS; FLAT-IRON STANDS; HOT-WATER STIRRING POLES; FEEDING VESSELS FOR PETS; BRUSHES FOR PETS; TEETHING ITEMS FOR DOGS; BIRD CAGES; BASINS FOR BIRDS; FLOW FLOWER POTS; HYDROPONIC CULTURE DEVICES FOR DOMESTIC USE; WATERING POTS; CINDER SIEVES FOR DOMESTIC USE; COAL BOXES; METAL BOXES FOR DISPENSING PAPER TOWELS; BOOTJACKS; SOAP DISPENSERS; CHAMBER POTS; TOILET PAPER HOLDERS; MONEY BOXES (EXCLUDING THOSE OF METAL); MOUSE TRAPS; FLY SWATTERS; BATH STOOLS; WOODEN PAILS FOR BATH; CANDLES SNUFFERS AND CANDLESTICKS (EXCLUDING THOSE OF PRECIOUS METAL); VASES AND BASINS (EXCLUDING THOSE OF PRECIOUS METAL); WIND-BELLS; STANDING SIGNBOARDS OF GLASS OR PORCELAIN; INCENSE BURNERS; COFFERS;

24: WOVEN FABRICS (EXCLUDING MAT EDGE CLOTH); MAT EDGE CLOTH; LOOP KNIT FABRICS; FELT AND NON-WOVEN CLOTH; OIL CLOTH; GUMMED WATER PROOF CLOTH; VINYL CLOTH; RUBBERIZED CLOTH; LEATHER CLOTH; FILTER CLOTH; FABRIC APPAREL ACCESSORIES; WASHING MITTS; OTHER BATH LINEN (EXCLUDING CLOTHING); TABLE NAPKIN OF TEXTILE; DISHCLOTHS; MOSQUITO NETS; BLANKETS; QUILTS; QUILT COVERS; "FUTON" COVER; SHEETS; PILLOW COVER; OTHER BED LINEN; CHAIR COVERS OF TEXTILE; SHOWER CURTAINS; REMAINS COVERS; SHROUDS; BLACK-AND-WHITE CURTAIN; RED-AND-WHITE CURTAIN; LABELS OF CLOTH; CLOTHS FOR BILLIARD USE; "NOBORI" AND FLAGS (EXCLUDING THOSE OF PAPER

27: MATS; CUSHIONS; OTHER CARPETINGS; TAPESTRIES (EXCLUDING TEXTILE ONES); MATTING; BATH MATS; ARTIFICIAL TURFS; GYMNASTICS MATS; WALLPAPERS

COUNTRY	MARK	APPLN. NO.	APPLN. DATE	ACTIVITY	DATE
JAPAN	PACIFIC TRAIL	FORTHCOMING	05DE1996	POWER OF ATTORNEY FILED F/A FURNISHED FILING DETAILS	18JA1997 17JA1997

9: PHYSICAL AND CHEMICAL APPARATUS AND INSTRUMENTS; MEASURING APPARATUS; BATTERIES; ELECTRICAL AND MAGNETIC MEASURING INSTRUMENTS; ELECTRIC WIRES AND CABLES; PHOTOGRAPHIC APPARATUS AND INSTRUMENTS; MOTION PICTURE APPARATUS AND INSTRUMENTS; OPTICAL APPARATUS AND INSTRUMENTS; MOTION PICTURE APPARATUS AND INSTRUMENTS; OPTICAL APPARATUS AND INSTRUMENTS; GLASSES; PROCESSED GLASS (EXCLUDING THOSE FOR BUILDING USE); LIFE-SAVING APPARATUS; ELECTRICAL COMMUNICATION MACHINES AND APPARATUS; RECORDS; APPLIED ELECTRONIC MACHINES AND INSTRUMENTS; OZONE GENERATORS, ELECTRIC CELLS; ELECTRONIC MACHINES AND INSTRUMENTS; OZONE GENERATORS, ELECTRIC CELLS; ELECTRONIC MACHINES AND INSTRUMENTS; OZONE GENERATORS, ELECTRIC CELLS; ELECTRONIC MACHINES AND INSTRUMENTS; OZONE GENERATORS, ELECTRIC CELLS; ROCKETS; AMUSEMENT PARK USE MACHINES AND INSTRUMENTS; ROTARY CONVERTERS; PHASE MODIFIERS; ELECTRIC IRONS, ELECTRIC HAIR CURLERS, ELECTRIC WAX POLISHERS, ELECTRIC CLEANERS, ELECTRIC BUZZERS; RAILWAY SIGNAL MACHINES, TRIANGULAR SIGNS FOR WARNING OF VEHICLE ACCIDENT, LUMINOUS OR MECHANICAL ROAD SIGNS; FIRE ALARM SYSTEMS, GLOVES FOR PROTECTION AGAINST ACCIDENT, FIRE EXTINGUISHERS, FIRE HYDRANTS, NOZZLES FOR FIRE HOSES, FIRE ENGINES, FIREBOATS, BURGLAR ALARM SYSTEMS, PROTECTIVE HELMETS, CLOTHING FOR PROTECTION AGAINST FIRE, DUST MASKS, PROTECTIVE MASKS; MAGNETIC CORES, CIGAR LIGHTERS FOR CARS, RESISTANCE WIRES, ELECTRODES, WELDING MASKS; CINEMATOGRAPHIC FILMS, TRANSPARENCIES, SLIDE FILM MOUNTS, PRE-RECORDED VIDEO DISCS AND VIDEO TAPES; GASOLINE STATION EQUIPMENT, AUTOMATIC VENDING MACHINES, COIN-OPERATED GATES FOR CAR PARKS; CASH REGISTERS, SLIDE RULES, COIN COUNTING OR SELECTING MACHINES, JOB RECORDING MACHINES, PHOTO COPYING MACHINES, HAND CALCULATORS, DRAWING OR DRAFTING MACHINES AND INSTRUMENTS, TIME STAMPING MACHINES, TIME RECORDERS, ELECTRIC CALCULATORS, PUNCH CARD SYSTEM MACHINES, VOTE COMPUTING MACHINES, BILLING MACHINES, POSTAGE STAMP CHECKING APPARATUS; WEIGHT BELTS, WET SUITS, LIFEBOUYS, AIR TANKS, SWIMMING FLOATBOARDS, DIVING MACHINES AND APPARATUS, REGULATORS; ARC-WELDING MACHINES, INUBUE, TOYS FOR TELEVISION GAMES FOR HOME USE, ELECTRIC METAL CUTTING MACHINES, EGG GRADERS, ELECTRIC WELDING MACHINES AND APPARATUS, ELECTRICALLY OPERATED DOOR CLOSING APPARATUS, METRONOMES; POWER FLOOR WASHING MACHINES; SIMULATORS FOR DRIVER TRAINING FOR DRIVING VEHICLES; SIMULATORS FOR SPORT TRAINING

CONTESTED PROCEEDINGS

TRADEMARK
REEL: 1734 FRAME: 0993

COWAN, LIEBOWITZ & LATMAN, P.C.
 CLIENT: LONDON FOG INDUSTRIES, INC.
 OWNER: PACIFIC TRAIL, INC.
 CONTESTED PROCEEDINGS AS OF FEBRUARY 18, 1998

COUNTRY	TITLE OF ACTION	MARKS	ACTIVITY	DATE
U. S. A.	Pacific Trail, Inc. vs. L.W.L. Outerwear Manufacturers Ltd.	PLAINTIFF: STORM TECH * DEFENDANT: Stormtech (Cl. 22 and 25) *	ABANDONED CONCLUDED	14OC1997 23OC1997
OPPOSITION SETTLED IN CLIENT'S FAVOR; L. W. L. ABANDONED THEIR APPLICATION FOR STORMTECH				
GUATEMALA	Pacific Trail, Inc. vs. Almacen el Tigre, S.A.	PLAINTIFF: PACIFIC TRAIL * DEFENDANT: Pacific Trail & Design (Cl.25) (S.N. 1540-94)	COMMUNICATION FROM FOREIGN ASSOC. OPPOSER'S EVIDENCE FILED	18JE1996 13JE1996
ASSOCIATE CONFIRMED RECEIPT OF CERTIFIED COPY OF U. S. REGISTRATION CERTIFICATE NO. 1828362 AND WILL FILE AS EVIDENCE				

RJA/BCZ/19228/00/291334.01

RECORDED: 05/21/1998

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 REEL: 1734 FRAME: 0994