




08-07-1998

MRO 7-29-98

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|---|--|---|---|-------------------------|-----------------|
| TRADEMARKS ONLY | | To the Holder Please receive |  | demarks: of thereof. | TRADEMARKS ONLY |
| | | | 100787867 | | |
| 1. Name of Party(ies) conveying an interest: J.G. Hook Group, LLC U.S. Patent & TMO/fo/TM Mail Ropt Dt. #22  07-29-1998 <input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input type="checkbox"/> Corporation-State <input checked="" type="checkbox"/> Other <u>limited liability co.-NY</u> | | 2. Name and Address of Party(ies) receiving an interest: Name: <u>Commercial Bank of New York</u> Internal Address: _____ Street Address: <u>320 Park Avenue</u> City: <u>New York</u> State: <u>New York</u> Zip: <u>10022</u> Entity: <input type="checkbox"/> Individual <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation-State <u>NY</u> <input type="checkbox"/> Other _____ Citizenship _____ If not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No (The attached document must not be an assignment) | | | |
| 3. Interest Conveyed: <input type="checkbox"/> Assignment <input type="checkbox"/> Change of Name <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Merger <input type="checkbox"/> Other _____ | | | | | |
| 4. Application number(s) or registration number(s). Additional sheet attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No | | | | | |
| A. Trademark Application No.(s) see attached Schedule A | | | B. Trademark Registration No.(s) See attached Schedule A* | | |
| 5. Name and address of party to whom correspondence concerning document should be mailed: Name: <u>Gail E. Nickols, Esq.</u> Internal Address: <u>TEMKO & TEMKO</u> <u>Suite #1110</u> Street Address: <u>19 West 44th Street</u> City: <u>New York</u> State: <u>NY</u> Zip: <u>10036</u> | | 6. Number of applications and registrations involved: 47 | | | |
| | | 7. Amount of fee enclosed or authorized to be charged: \$1190 | | | |
| | | 8. Deposit account number (Attach duplicate copy of this form if paying by deposit account): | | | |
| DO NOT USE THIS SPACE | | | | | |
| 08/06/1998 DNGUYEN 00000246 75424151 | | | | | |
| v1 FC:481 40.00 DP 02 FC:482 1150.00 DP | | | | | |
| 9. Date of execution of attached document <u>July 15, 1998</u> | | | | | |
| 10. I declare under penalty of perjury under the laws of the United States of America that the foregoing is true and correct. Executed on: | | | | | |
| <u>July 27, 1998</u> | | | | | |
|  | | | Date | | |
| Signature | | | Gail E. Nickols Name of Person Signing | | |

Schedule A

| | | |
|--|-----------------|----------|
| 1. BARNEGAT BAY BY J.G. HOOK & Design | Ser. 75/424,151 | 1/27/98 |
| 2. BARNEGAT BAY & Design | Ser. 75/424,452 | 1/27/98 |
| 3. J.G. HOOK CASUALS | Ser. 75/390,875 | 11/17/97 |
| 4. J.G. HOOK COLLECTION | Ser. 75/329,063 | 7/23/97 |
| 5. Design of Stars & Stripes | Ser. 75/142,558 | 7/31/96 |
| 6. BEANS MCGEE & Design | Ser. 75/142,481 | 7/31/96 |
| 7. HOOKWARE | Ser. 75/157,167 | 8/28/96 |
| 8. BEANS MCGEE & Man Design | Ser. 74/519,365 | 4/20/94 |
| 9. TANGO BY MAX RAAB | Ser. 74/417,039 | 7/26/93 |
| 10. TANGO BY MAX RAAB | Ser. 74/181,925 | 7/3/91 |
| 11. TANGO | Ser. 75/144,935 | 8/5/96 |
| 12. J.G. HOOK ELEMENTS | Ser. 75/157,374 | 8/28/96 |

SCHEDULE A*

| | | |
|--|----------------|----------|
| 1. J.G. HOOK & Design | Reg. 1,068,167 | 6/21/77 |
| 2. J.G. HOOK & Design | Reg. 1,193,945 | 4/20/82 |
| 3. J.G. HOOK & Design | Reg. 1,231,924 | 3/22/83 |
| 4. NELL FLOWERS & Design | Reg. 1,185,893 | 1/12/82 |
| 5. GAFF RIGG & Design | Reg. 1,206,277 | 8/24/82 |
| 6. GOLDEN ANCHOR | Reg. 1,224,959 | 1/25/83 |
| 7. BARNEGAT BAY & Design | Reg. 1,264,992 | 1/24/84 |
| 8. ATLANTIC FLYWAY | Reg. 1,292,376 | 8/28/84 |
| 9. J.G. HOOK & Design | Reg. 1,305,088 | 11/13/84 |
| 10. UNITED STARS OF AMERICA & Design | Reg. 1,410,674 | 9/23/86 |
| 11. NELL FLOWERS | Reg. 1,590,011 | 4/3/90 |
| 12. HOOK SPORT & Design | Reg. 1,620,047 | 10/30/90 |
| 13. J.G. HOOK & Design | Reg. 1,617,734 | 10/16/90 |
| 14. BAY COUNTRY & Design | Reg. 1,631,697 | 1/15/91 |
| 15. TANGO BY MAX RAAB | Reg. 1,654,952 | 8/27/91 |
| 16. TANGO BY MAX RAAB | Reg. 1,902,185 | 6/27/95 |
| 17. TANGO BY MAX RAAB | Reg. 1,792,717 | 9/14/93 |
| 18. TANGO BY MAX RAAB | Reg. 1,793,682 | 9/21/93 |
| 19. T (Design) | Reg. 1,740,610 | 12/15/92 |
| 20. Design of a man | Reg. 1,853,127 | 9/6/94 |
| 21. HOOK WEAR & Design | Reg. 1,733,210 | 11/17/92 |
| 22. J.G. HOOK JEANSWEAR & Des. | Reg. 1,817,982 | 1/25/94 |
| 23. J.G. HOOK JEANSWEAR | Reg. 1,768,122 | 4/27/93 |
| 24. HOOK SUIT & Design | Reg. 1,836,229 | 5/10/94 |
| 25. BAY COUNTRY | Reg. 1,804,577 | 11/16/93 |
| 26. J.G. HOOK | Reg. 1,814,984 | 1/4/94 |
| 27. THE SAFE HARBOUR J.G. HOOK COLLECTION | Reg. 1,868,446 | 12/20/94 |
| 28. J.G. HOOK | Reg. 2,116,511 | 11/25/97 |
| 29. BAY COUNTRY BY J.G. HOOK | Reg. 1,907,435 | 7/25/95 |

TRADEMARK

REEL: 1763 FRAME: 0542

SCHEDULE A*(CONTINUED)

| | | |
|--|----------------|---------|
| 30. J.G. HOOK | Reg. 1,970,829 | 4/30/96 |
| 31. ELEMENTS BY J.G. HOOK | Reg. 2,037,612 | 2/11/97 |
| 32. ELEMENTS BY J.G. HOOK & Design | Reg. 2,046,423 | 3/18/97 |
| 33. BAY COUNTRY BY J.G. HOOK | Reg. 1,990,058 | 7/30/96 |
| 34. BEANS MCGEE & Design | Reg. 2,035,498 | 2/4/97 |
| 35. BAY COUNTRY BY J.G. HOOK & Design | Reg. 2,095,244 | 9/9/97 |



07-29-1998

COMMERCIAL BANK OF NEW YORK

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 15th day of July, 1998, by and between J.G. Hook Group, LLC, a limited liability company of the State of New York having a mailing address at 70 West 40th Street, New York, New York 10018 ("Borrower") and COMMERCIAL BANK OF NEW YORK having a mailing address at 320 Park Avenue, New York, New York 10022 ("Lender").

BACKGROUND

Borrower and Lender have entered into various financing agreements of even date herewith (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") providing for loans and advances by Lender to Borrower. In order to induce Lender to execute and deliver the Loan Agreement, Borrower agreed to execute and deliver to Lender this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement"). This Security Agreement, covering Trademarks (as hereinafter defined), is being executed contemporaneously with the General Security Agreement under which Lender has been granted a lien on and security interest in, inter alia, machinery, equipment formulations, manufacturing procedures, quality control procedures and product specifications ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose simultaneously on the Trademarks and the Other Assets in the event of the occurrence and continuance of a default hereunder or an Event of Default under the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Borrower and Lender hereby agree as follows:


1. Defined Terms. Unless otherwise defined herein, terms defined in the General Security Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Accounts" shall have the meaning as given to such term in the Code.

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.


"Event of Default" shall mean the breach by Borrower of (i) any of the agreements, terms and conditions of this Security Agreement, and such breach shall continue beyond Grace Period, on its part to be performed or (ii) any of the Obligations and such breach shall continue beyond Grace Period.


"Grace Period" shall mean 15 days *after written notice* *etc* 

"General Intangibles" shall have the meaning as given to such term in the Code.

"General Security Agreement" shall mean the General Security Agreement dated July __, 1998 between Borrower and Lender.

"Licenses" shall mean the trademark license agreements of Borrower designated on Schedule I hereto, as any of the same may from time to time be amended or supplemented.

"Notice Period" shall mean 15 days *after written notice* *etc* 

"Obligations" shall have the meaning given to the term "obligations" under the General Security Agreement and shall include, without limitation, all of Borrower's Obligations under the (i) Installment Collateral Note dated July 5, 1998 in the original principal amount of \$ 4,000,000, (ii) ~~the Collateral Note dated July __, 1998 in the original principal amount of \$ _____~~ and any and all such other notes and instruments that may hereafter be issued by Borrower in favor of Lender. *etc* 

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Security Agreement" shall mean this Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the U.S. registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, and any State thereof, and all whether now owned or hereafter acquired by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations, Borrower hereby grants and conveys to Lender a security interest in and to (a) the entire right, title and interest of Borrower in and to the Trademarks,

including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States [and any foreign country] and the goodwill of the business to which each of the Trademarks relates and (b) all of Borrower's right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all Accounts, contract rights and General Intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and,

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the "Collateral."

3. Representations and Warranties. Borrower covenants and warrants that as of the date of this Security Agreement:

(a) To best of Borrower's knowledge, the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable;

(c) To the best of Borrower's knowledge, there is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), except for the Licenses referred to in Schedule I attached hereto;

(e) Borrower has the right to enter into this Security Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with its use of the Trademarks; and

(g) Borrower has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right of Inspection. Borrower hereby grants to Lender and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Borrower shall use its best efforts to do any and all acts required by Lender to ensure Borrower's compliance with paragraph 3(g) above.

5. New Trademarks. (a) If, before the Obligations shall have been paid in full, Borrower shall obtain rights to any new trademarks, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall give Lender prompt written notice thereof. (b) Borrower grants Lender a power-of-attorney, irrevocable so long as the Loan Agreement is in existence, to modify this Security Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Security Agreement.

6. Covenants. Borrower covenants and agrees with Lender that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Lender, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Lender to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Lender hereunder, duly endorsed in a manner satisfactory to Lender.

(b) Maintenance of Trademarks. Borrower will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall promptly notify Lender if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall take appropriate action at its expense to attempt to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule I.

(c) Indemnification. (A) Borrower assumes all responsibility and

liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks. (B) In any suit, proceeding or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against Lender.

(d) Limitation of Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of Lender in and to any of Borrower's rights under the Licenses and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Borrower will not (i) amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral, without written notice to Lender, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination), without the prior written consent of Lender, or (iii) fail to deliver to Lender a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

(f) Notices. Borrower will advise Lender promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Borrower will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, or otherwise dispose of any of the Collateral, without prior written consent of Lender.

7 Lender's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Lender and any officer or agent 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 Borrower and in the name of Borrower or in its own name, from time to time in Lender's discretion,

for the purposes of carrying out the terms of this Security 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 Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Borrower, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a

result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Borrower also authorizes Lender to execute, in connection with the sale provided for in paragraph 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower is executing and delivering to Lender, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.

9. Performance by Lender of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and following occurrence of Event of Default, if Lender, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with the agreement, the reasonable expenses of Lender incurred in connection with such performance or compliance shall be payable by Borrower to Lender on demand and shall constitute Obligations secured hereby.

10. Remedies, Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Lender, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Lender, in the same form as received by Borrower (duly indorsed by Borrower to Lender, if required); and

(ii) Any and all such payments so received by Lender (whether from Borrower or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by Lender to collect any

such deficiency and also as to any reasonable attorney's fees incurred by Lender with respect to the collection of any of the Obligations and the enforcement of any of Lender's respective rights hereunder.

11. Termination. At such time as Borrower shall completely pay in full all of the Obligations and the Loan Agreement is terminated, this Security Agreement shall terminate and Lender shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to revest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. Notices. Any notice to Lender or Borrower under this Security Agreement shall be given in the manner and to the parties designated in the Loan Agreement.

13. No Waiver. No course of dealing between Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraphs 5 and 7.

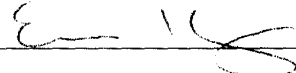
17. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

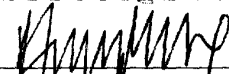
IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

WITNESS:

J.G. HOOK GROUP, LLC

By: 

Its: Eric King Member

By: 

Its: Member

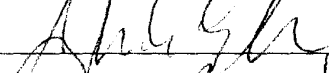
WITNESS:

COMMERCIAL BANK OF NEW YORK

By: 

Its: Scott Vice President

WITNESS:

By: 

Its: Vice President

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

Before me, the undersigned, on this 15th day of July, 1998, personally appeared Steven Wax and Eric King, to me known personally, and who being by me duly sworn, deposes and says that they are the members and members of J.G. Hook Group, LLC, and that said instrument was signed on behalf of said limited liability company by authority of its Managers, and they acknowledged said instrument to be the free act and deed of said limited liability company.



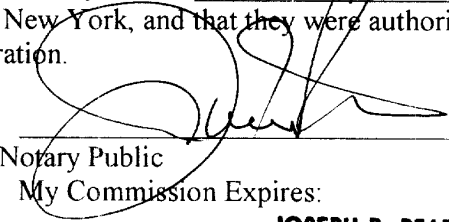
Notary Public

My Commission Expires:

JOSEPH R. PEARCE
Notary Public, State of New York
No. 31-8306010
Qualified in Kings County
Cert. filed in New York County
Commission Expires June 30, 2000

STATE OF NEW YORK)
: ss.:
COUNTY OF NEW YORK)

Before me, the undersigned, on this 17th day of July, 1998, personally appeared William Rossi and Joseph Apicelli, to me known personally, and who being by me duly sworn, deposes and says that they are the Senior Vice President and Vice President of Commercial Bank of New York, and that they were authorized to sign their names thereto on behalf of said corporation.



Notary Public

My Commission Expires:

JOSEPH R. PEARCE
Notary Public, State of New York
No. 31-8306010
Qualified in Kings County
Cert. filed in New York County
Commission Expires June 30, 2000

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated July 15, 1998, by and between J.G. HOOK GROUP, LLC and COMMERCIAL BANK OF NEW YORK.

See Attached List.

TRADEMARK
REEL: 1763 FRAME: 0554

MASTER FILE REPORT

PCMAS/™ REPORT
TRADEMARK PROPERTY REPORT FOR JUNE 98

COUNTRY: ARGENTINA
 DCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25
 GOODS: CLOTHING-SHIRTS, DRESSES, BLOUSES, PANTS, SOCKS, SHORTS, JACKETS, SWEATERS, SKIRTS, KILTS, BELTS, SCARVES

REMARKS:
 AUSTRALIA 04577006 001 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 14
 GOODS: ACCESSORY JEWELRY FOR MEN'S & WOMEN'S CLOTHING, EXCLUDING WATCHES, BRACELETS, HOROLOGICAL AND OTHER CHRONOMETRIC INSTRUMENTS

REMARKS:
 AUSTRALIA 04577005 002 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 18
 GOODS: LEATHER BELTS, WALLET'S & BILLFOLDS, HANDBAGS, BRIEF CASES, LUGGAGE, ACCESSORIES AND SMOKERS ACCESSORIES

REMARKS:
 AUSTRALIA 04577005 003 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25
 GOODS: MEN'S & WOMEN'S CLOTHING OF ALL TYPES

REMARKS:
 AUSTRALIA 04577005 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25
 GOODS: MEN'S & WOMEN'S CLOTHING

REMARKS:
 BANGLADESH 04577005 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25
 GOODS: ARTICLES OF CLOTHING FOR MEN & WOMEN

REMARKS:
 BELGIUM 04577005 001 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 14, 18, 19, 25, 34
 GOODS: ARTICLES OF PRECIOUS METALS AND THEIR ALLOYS, JEWELRY, IN-HOROLOGICAL INSTRUMENTS; 34-VALISES, HANDBAGS; 25-CLOTH

REMARKS:
 BRAZIL 04577005 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25, NA, 10, NA, 25, NA, 20, NA, 25
 GOODS: MEN'S & WOMEN'S CLOTHING

DATES: 17041984
 APP. DT: 17041984
 REG. DT: 30NO1992
 ACTIONS DUE: 1407791 REG. NO
 30NO2002
 RENEWAL DATE: 22012002
 RENEWAL DATE: 30NO2002

DATES: 22011985
 APP. DT: 22011985
 REG. DT: 21FE1985
 ACTIONS DUE: 363160 APP. NO
 22012002
 RENEWAL DATE: 22012002

DATES: 19041984
 APP. DT: 22011984
 REG. DT: 19AP1984
 ACTIONS DUE: 363161 APP. NO
 22012002
 RENEWAL DATE: 22012002

DATES: 06061983
 APP. DT: 22011981
 REG. DT: 06DE1983
 ACTIONS DUE: 363162 APP. NO
 22012002
 RENEWAL DATE: 22012002

DATES: 09041984
 APP. DT: 09NY1984
 REG. DT: 26SE1984
 ACTIONS DUE: 410450/04 APP. NO
 106096 REG. NO
 30SE2000
 RENEWAL DATE: 30SE2000
 RENEWAL DATE: 30SE2000

DATES: 07041988
 APP. DT: 07AP1988
 REG. DT: 07AP1988
 ACTIONS DUE: 26722 APP. NO
 466180 REG. NO
 07AP2010
 RENEWAL DATE: 07AP2010

DATES: 17041984
 APP. DT: 17MY1984
 REG. DT: 17MY1984
 ACTIONS DUE: 51389 APP. NO
 401070 REG. NO
 17MY2000
 RENEWAL DATE: 17MY2000

DATES: 31041984
 APP. DT: 31041984
 REG. DT: 05041993
 ACTIONS DUE: 811450/85 APP. NO
 411450/85 REG. NO
 05042001
 RENEWAL DATE: 05042001

COUNTRY: CANADA DOCKET NO: 04577005 TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
 BUFGARIA: 25 04577005 TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: KNITWEAR, SHIRTS, DRESSES, BLOUSES, PANTS, SOCKS, SHORTS, JACKETS, SWEATERS, SKIRTS, KILTS, BELTS, SCARVES

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
 CLIENT: BOJINOV & BOJINOV
 AGENT: BOJINOV & BOJINOV
 APP. DT: 19MAY1980 451367 APP. NO.
 REG. DT: 24DEC1980 254286 REG. NO.
 ACTIONS DUE: LATERRENEWAL 24DEC2010
 LATERRENEWAL 24DEC2011

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
 CLIENT: GOWLING, STRATHY & HENDERSON
 AGENT: GOWLING, STRATHY & HENDERSON
 APP. DT: 03JUL1980 462412 APP. NO.
 REG. DT: 21MAY1982 269307 REG. NO.
 ACTIONS DUE: RENEWAL 21MAY2012
 LATERRENEWAL 21MAY2012

REMARKS: REG. USER: OXFORD TROUSERS, LTD. STATUS: GRANT
 CANADA: 04577005 001 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: BELTS, HANDBAGS, WALLET, LEATHER GOODS
 GOODS: BELTS, HANDBAGS, WALLET, LEATHER GOODS
 OWNER: J. G. HOOK INC. STATUS: GRANT
 CLIENT: MIDDLE LANTARNA S.
 AGENT: MIDDLE LANTARNA S.
 APP. DT: 25APR1984 847379 APP. NO.
 REG. DT: 29MAY1985 847379 REG. NO.
 ACTIONS DUE: EXPIRATION DATE: 13JUL2004
 LATERRENEWAL 13JUL2004

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
 CLIENT: SPOR AND FISHER
 AGENT: SPOR AND FISHER
 APP. DT: 05DEC1995 96063963 APP. NO.
 REG. DT: 27JAN1997 198676 REG. NO.
 ACTIONS DUE: EXPIRATION DATE: 27JAN2007
 RENEWAL 27JAN2007
 LATERRENEWAL 27JAN2007

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
 CLIENT: GAVELIER
 AGENT: GAVELIER
 APP. DT: 19SEP1990 NONE APP. NO.
 REG. DT: 24JUL1991 75984 REG. NO.
 ACTIONS DUE: EXPIRATION DATE: 24JUL2001
 RENEWAL 24JUL2001

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
 CLIENT: HARRY O ZUBCHER ESO
 AGENT: HARRY O ZUBCHER ESO
 APP. DT: 27JUL1996 9-112612 APP. NO.
 REG. DT: 21MAY1997 205897 REG. NO.
 ACTIONS DUE: EXPIRATION DATE: 27JUL2006
 RENEWAL 27JUL2006
 LATERRENEWAL 27JUL2006

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
 CLIENT: ASSOCIATED LAW OFFICES
 AGENT: ASSOCIATED LAW OFFICES
 APP. DT: 27JUL1996 9-112612 APP. NO.
 REG. DT: 21MAY1997 205897 REG. NO.
 ACTIONS DUE: EXPIRATION DATE: 27JUL2006
 RENEWAL 27JUL2006
 LATERRENEWAL 27JUL2006

MASTER FILE REPORT

PCMASTER REPORTER

TRADEMARK PROPERTY REPORT FOR JUNE 98

COUNTRY DENMARK OCKET NO 04577005 001 TRADEMARK J. G. HOOK & DESIGN
 CLASSES: IN 25 DENMARK 04577005 002 J. G. HOOK & ANCHOR DESIGN
 GOODS: MEN'S & WOMENS CLOTHING AND OUTERCLOTHING
 GOODS: ALL GOODS IN CLASS 25.

REMARKS: DENMARK 04577005 002 J. G. HOOK & ANCHOR DESIGN
 CLASSES: IN 25 DENMARK 04577005 002 J. G. HOOK & ANCHOR DESIGN
 GOODS: ALL GOODS IN CLASS 25.

REMARKS: DOMINICAN 04577005 1 J. G. HOOK & ANCHOR DESIGN
 CLASSES: IN 44 DOMINICAN 04577005 1 J. G. HOOK & ANCHOR DESIGN
 GOODS: ALL GOODS IN CLASS 44.

REMARKS: FINLAND 04577005 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25 FINLAND 04577005 J. G. HOOK & DESIGN (ANCHOR)
 GOODS: SPORTSWEAR, DRESSES AND WEARING APPAREL, BOOTS, SHOES AND SLIPPERS

REMARKS: FRANCE 04577005 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25 FRANCE 04577005 J. G. HOOK & DESIGN (ANCHOR)
 GOODS: SPORTSWEAR, DRESSES AND WEARING APPAREL, BOOTS, SHOES AND SLIPPERS

REMARKS: GREAT BRIT 04577005 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25 GREAT BRIT 04577005 J. G. HOOK & DESIGN (ANCHOR)
 GOODS: SPORTS CLOTHING, SHIRTS AND DRESSES

REMARKS: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU
 CLIENT: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU
 AGENT: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU

REMARKS: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU
 CLIENT: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU
 AGENT: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU

REMARKS: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU
 CLIENT: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU
 AGENT: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU

REMARKS: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU
 CLIENT: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU
 AGENT: J. G. HOOK INC. INTERNATIONAL PATENT-BUREAU

APPROX DATE: 01NOV1998
 REG. DT: 03MAY1991
 ACTIONS DUE: VIRENRENEW
 LATERRENEW
 LATERRENEW

APPROX DATE: 01NOV1998
 REG. DT: 03MAY1991
 ACTIONS DUE: VIRENRENEW
 LATERRENEW
 LATERRENEW

APPROX DATE: 01NOV1998
 REG. DT: 03MAY1991
 ACTIONS DUE: VIRENRENEW
 LATERRENEW
 LATERRENEW

APPROX DATE: 01NOV1998
 REG. DT: 03MAY1991
 ACTIONS DUE: VIRENRENEW
 LATERRENEW
 LATERRENEW

APPROX DATE: 01NOV1998
 REG. DT: 03MAY1991
 ACTIONS DUE: VIRENRENEW
 LATERRENEW
 LATERRENEW

APPROX DATE: 01NOV1998
 REG. DT: 03MAY1991
 ACTIONS DUE: VIRENRENEW
 LATERRENEW
 LATERRENEW

APPROX DATE: 01NOV1998
 REG. DT: 03MAY1991
 ACTIONS DUE: VIRENRENEW
 LATERRENEW
 LATERRENEW

APPROX DATE: 01NOV1998
 REG. DT: 03MAY1991
 ACTIONS DUE: VIRENRENEW
 LATERRENEW
 LATERRENEW

APPROX DATE: 01NOV1998
 REG. DT: 03MAY1991
 ACTIONS DUE: VIRENRENEW
 LATERRENEW
 LATERRENEW

76912290

TRADEMARK

REEL: 1763 FRAME: 0557

MASTER FILE REPORT PCMASTER REPORTER

TRADEMARK PROPERTY REPORT FOR JUNE 90

COUNTRY: GREECE
 DOCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
 CLASS: IN 25 ARTICLES MADE OF PRECIOUS METALS AND HOROLOGICAL INSTRUMENTS

APPROPRIATE: 080C1981
 REG. DT: 133E1984
 EXPIRATION DATE: 1162610
 RENEWAL: 080C2002
 LATER RENEWAL: 080S2002

COUNTRY: GERMANY
 DOCKET NO: 04577006
 TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
 CLASS: IN 25 ARTICLES MADE FROM IMITATION LEATHER:
 POCKET KNIVES, ARTICLES OF LUGGAGE, BRIEFCASES, PURSES

APPROPRIATE: 090C1981
 REG. DT: 260C1983
 EXPIRATION DATE: 1162611
 RENEWAL: 090C2002
 LATER RENEWAL: 080S2002

COUNTRY: GERMANY
 DOCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
 CLASS: IN 25 PIECES OF CLOTHING, ESPECIALLY MEN'S AND WOMEN'S SPORT CLOTHING, INCLUDING MEN'S AND WOMEN'S SPORT SHIRTS AND WOMEN'S DRESSES

APPROPRIATE: 17MR1980
 REG. DT: 17MR1980
 EXPIRATION DATE: H47277/2502
 RENEWAL: 1011917
 LATER RENEWAL: 31MR2000

COUNTRY: GERMANY
 DOCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
 CLASS: IN 25 JEWELRY, GOODS OF LEATHER, SMOKERS' ARTICLES, CLOTHING

APPROPRIATE: 180J1981
 REG. DT: 180J1981
 EXPIRATION DATE: H48904/1402
 RENEWAL: 1096051
 LATER RENEWAL: 31J12001

COUNTRY: GERMANY
 DOCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN
 CLASS: IN 25 MEN'S & WOMEN'S CLOTHING

APPROPRIATE: 22JA1990
 REG. DT: 18JA1993
 EXPIRATION DATE: 97209
 RENEWAL: 22JA2000
 LATER RENEWAL: 22JA2000

COUNTRY: GERMANY
 DOCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN
 CLASS: IN 25 MEN'S & WOMEN'S CLOTHING

APPROPRIATE: 31OC1991
 REG. DT: 12MR1993
 EXPIRATION DATE: 57237
 RENEWAL: 12MR2003
 LATER RENEWAL: 12MR1994

COUNTRY: GERMANY
 DOCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN
 CLASS: IN 25 CLOTHING FOR MEN, WOMEN AND CHILDREN

APPROPRIATE: 19JE1995
 REG. DT: 11MR1998
 EXPIRATION DATE: M9601976
 RENEWAL: 14053
 LATER RENEWAL: 19JE2006

COUNTRY: GERMANY
 DOCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN
 CLASS: IN 25 MEN'S & WOMEN'S CLOTHING

APPROPRIATE: 13SE1996
 REG. DT: 080C1997
 EXPIRATION DATE: D95-19657
 RENEWAL: 307039
 LATER RENEWAL: 13SE2006

APPROPRIATE: 090C1981
 REG. DT: 080C1981
 EXPIRATION DATE: 090C2002
 RENEWAL: 080S2002
 LATER RENEWAL: 080S2002

COUNTRY IRELAND DOCKET NO 04577005 TRADEMARK J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25 ARTICLES OF CLOTHING
 GOODS: ARTICLES OF CLOTHING

REMARKS: IRELAND 18 04577005 001 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 14 JEWELRY
 GOODS: JEWELRY

REMARKS: IRELAND 18 04577005 002 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 18 HANDBAGS, WALLETTS, LUGGAGE AND BRIEFCASES
 GOODS: HANDBAGS, WALLETTS, LUGGAGE AND BRIEFCASES

REMARKS: ISRAEL 25 04577005 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25 CLOTHING FOR MEN, WOMEN AND CHILDREN
 GOODS: CLOTHING FOR MEN, WOMEN AND CHILDREN

REMARKS: ITALY 25 04577005 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25 MEN'S AND WOMEN'S SPORT SHIRTS & WOMEN'S DRESSES
 GOODS: MEN'S AND WOMEN'S SPORT SHIRTS & WOMEN'S DRESSES

REMARKS: JAPAN 21 04577006 003 J. G. HOOK
 CLASSES: IN 21 PERSONAL OUTFITTINGS, BUTTONS, BAGS, POUCHES, JEWELS AND
 GOODS: PERSONAL OUTFITTINGS, BUTTONS, BAGS, POUCHES, JEWELS AND
 THEIR IMITATIONS, ARTIFICIAL FLOWERS, TOILET SETS

REMARKS: JAPAN 25 04577005 007 J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25
 GOODS:

REMARKS: JAPAN 17 04577005 008 J. G. HOOK
 CLASSES: IN 17
 GOODS: CLOTHING

REMARKS: JAPAN 17 04577005 008 J. G. HOOK
 CLASSES: IN 17
 GOODS: CLOTHING

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: TOMKINS & CO
 APP. DT: 18MR1980
 REG. DT: 06SE1984
 ACTIONS DUE: RENEWAL
 STATUS: GRANT
 674/00 APP. NO
 174284 REG. NO
 18MR2001
 09MR2001

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: TOMKINS & CO
 APP. DT: 14OC1981
 REG. DT: 06SE1984
 ACTIONS DUE: RENEWAL
 STATUS: GRANT
 2872/81 APP. NO
 0104290 REG. NO
 14OC2002
 13OC2002

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: TOMKINS & CO
 APP. DT: 14OC1981
 REG. DT: 06SE1984
 ACTIONS DUE: RENEWAL
 STATUS: GRANT
 2873/81 APP. NO
 104291 REG. NO
 14OC2002
 13OC2002

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: SANFORD T. COLE, ESQ
 APP. DT: 20JUL1996
 REG. DT: 20JUL1996
 ACTIONS DUE: RENEWAL
 STATUS: GRANT
 105918 APP. NO
 105918 REG. NO
 20JUL2003
 19JUL2003
 19JUL2003

OWNER: J. G. HOOK INC.
 CLIENT: SOCIETA ITALIANA DREVEFETTI
 AGENT: SOCIETA ITALIANA DREVEFETTI
 APP. DT: 24MR1986
 REG. DT: 24OC1986
 ACTIONS DUE: RENEWAL
 STATUS: GRANT
 19214C/80 APP. NO
 375397 REG. NO
 24MR2000
 24MR2000
 24MR2000

OWNER: J. G. HOOK INC.
 CLIENT: FUKAMI PATENT OFFICE
 AGENT: FUKAMI PATENT OFFICE
 APP. DT: 13AP1981
 REG. DT: 30SE1983
 ACTIONS DUE: RENEWAL
 STATUS: GRANT
 3015/471 APP. NO
 25R1375 REG. NO
 30SE2003
 30SE2003
 30SE2003

OWNER: J. G. HOOK INC.
 CLIENT: FUKAMI PATENT OFFICE
 AGENT: FUKAMI PATENT OFFICE
 APP. DT: 33SE1983
 REG. DT: 27JUL1986
 ACTIONS DUE: RENEWAL
 STATUS: GRANT
 9349/971 APP. NO
 27JUL1986 REG. NO
 25OE2006
 25OE2006
 25OE2006

OWNER: J. G. HOOK INC.
 CLIENT: FUKAMI PATENT OFFICE
 AGENT: FUKAMI PATENT OFFICE
 APP. DT: 14NO1979
 REG. DT: 27OC1983
 ACTIONS DUE: RENEWAL
 STATUS: GRANT
 8582/719 APP. NO
 15206628 REG. NO
 27OC2003
 27OC2003
 27OC2003

OWNER: J. G. HOOK INC.
 CLIENT: FUKAMI PATENT OFFICE
 AGENT: FUKAMI PATENT OFFICE
 APP. DT: 27OC2003
 REG. DT: 27OC2003
 ACTIONS DUE: RENEWAL
 STATUS: GRANT
 27OC2003
 27OC2003
 27OC2003

MASTER FILE REPORT

PCHASIER REPORT

TRADEMARK PROPERTY REPORT FOR JUNE 98

COUNTRY: JAPAN
DOCKET NO: 04577005
TRADEMARK: 009 J. G. HOOK IN KANA LETTERS
CLASSSES: NA 17
GOODS: CLOTHING, FABRIC APPAREL ACCESSORIES, BEDDING

DATES: 100E1980
REG. DT: 29M11980
ACTIONS DUE:
APR. NO: 46641/80
REG. NO: 16R6952
EXPIRATION DATE: 29M12004
RENEWAL: 29M12004
USE: 29M12001

REMARKS:
JAPAN CLASSSES: NA 4
GOODS: SOAPS
04577006 010 J. G. HOOK

OWNER: J. G. HOOK INC.
CLIENT: FUKAMI PATENT OFFICE
APP. DT: 29M11981
REG. DT: 29M11984
ACTIONS DUE:
STATUS: GRANT
APR. NO: 55101/81
REG. NO: 2223549
EXPIRATION DATE: 29M12000
RENEWAL: 29M12000
USE: 29M11997

REMARKS:
JAPAN CLASSSES: NA 17
GOODS: CLOTHING, FABRIC APPAREL ACCESSORIES, BEDDING
04577005 011 J. G. HOOK WITH KANA LETTERS

OWNER: J. G. HOOK INC.
CLIENT: FUKAMI PATENT OFFICE
APP. DT: 29M11991
REG. DT: 29M11984
ACTIONS DUE:
STATUS: GRANT
APR. NO: 5511/81
REG. NO: 16R6953
EXPIRATION DATE: 29M12004
RENEWAL: 29M12004
USE: 29M12000

REMARKS:
JAPAN CLASSSES: NA 21
GOODS: PERSONAL ACCESSORIES, INCLUDING BAGS, ETC
04577005 013 J. G. HOOK (IN KATAKANA)

OWNER: J. G. HOOK INC.
CLIENT: FUKAMI PATENT OFFICE
APP. DT: 29M11991
REG. DT: 31M11993
ACTIONS DUE:
STATUS: GRANT
APR. NO: 5514/81
REG. NO: 2565101
EXPIRATION DATE: 31M12003
RENEWAL: 31M12003
USE: 31M12000

REMARKS:
JAPAN CLASSSES: NA 17
GOODS: CLOTHING, FABRIC, APPAREL ACCESSORIES, BEDDING
04577005 017 J. G. HOOK & DESIGN (ANCHOR - DUAL OVAL + SQUARE ROPE)

OWNER: J. G. HOOK INC.
CLIENT: FUKAMI PATENT OFFICE
APP. DT: 08F01982
REG. DT: 20M01982
ACTIONS DUE:
STATUS: GRANT
APR. NO: 9289/82
REG. NO: 1600475
EXPIRATION DATE: 20M01992
RENEWAL: 20M01992
USE: 20M01938

REMARKS:
JAPAN CLASSSES: NA 17
GOODS: CLOTHING, FABRIC, APPAREL, ACCESSORIES, BEDDING
04577005 018 DESIGN (ANCHOR - DUAL OVAL)

OWNER: J. G. HOOK INC.
CLIENT: FUKAMI PATENT OFFICE
APP. DT: 08F01982
REG. DT: 20M01982
ACTIONS DUE:
STATUS: GRANT
APR. NO: 9289/82
REG. NO: 1990706
EXPIRATION DATE: 20M01992
RENEWAL: 20M01992
USE: 20M01938

REMARKS:
JAPAN CLASSSES: NA 17
GOODS: CLOTHING, FABRIC, APPAREL, ACCESSORIES, BEDDING
04677005 019 J. G. HOOK & DESIGN (ANCHOR - DUAL OVAL)

OWNER: J. G. HOOK INC.
CLIENT: FUKAMI PATENT OFFICE
APP. DT: 08F01982
REG. DT: 20M01892
ACTIONS DUE:
STATUS: GRANT
APR. NO: 9290/82
REG. NO: 1990707
EXPIRATION DATE: 20M01992
RENEWAL: 20M01992
USE: 20M01938

REMARKS:
S. KOREA CLASSSES: NA 45
GOODS: 3-PIECE SUITS, SUITS, SWEATERS, SKIRTS, BLOUSES, UNDERSHIRTS, KOREAN PANTS, SOCKS, HATS, CAPS, FACE MASKS, FIREPROOF CLOTHES, BELTS
04577005 J. G. HOOK & DESIGN (ANCHOR)

OWNER: J. G. HOOK INC.
CLIENT: FUKAMI PATENT OFFICE
APP. DT: 25M11984
REG. DT: 25M11985
ACTIONS DUE:
STATUS: GRANT
APR. NO: 6536/84
REG. NO: 111184
EXPIRATION DATE: 24M12005
RENEWAL: 24M12005
INITIAL USE: 25M11984

REMARKS:
J. G. HOOK INC.
J. G. HOOK PATENT OFFICE

MASTER FILE REPORT

PC/MASTER REPORT

TRADEMARK PROPERTY REPORT FOR JUNE 98

COUNTRY MALAYSIA
 DOCKET NO 04577005
 TRADEMARK J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25
 GOODS: MEN'S & WOMEN'S CLOTHING OF ALL TYPES AND ALL OTHER GOODS

REMARKS:
 MEXICO CLASSSES: IN 25 04577005 1 J. G. HOOK & DESIGN (ANCHOR)
 GOODS: CLOTHING (NOT INCLUDING FOOTWEAR)

REMARKS:
 NEW ZEALAN CLASSSES: IN 25 04577005 1 J. G. HOOK & DESIGN (ANCHOR)
 GOODS: CLOTHING, HEADGEAR AND FOOTWEAR

REMARKS:
 NOWLWAY CLASSSES: IN 25 04577005 001 J. G. HOOK & DESIGN
 GOODS: ALL GOODS IN CLASS 26

REMARKS:
 PANAMA CLASSSES: IN 25 04577005 J. G. HOOK & DESIGN (ANCHOR)
 GOODS: SHIRTS, DRESSES, BLOWSES, PANTS, SOCKS, SHORTS, JACKETS, SWEATERS, SKIRTS, KILTS, BELTS, & SCARVFS

REMARKS:
 PERU CLASSSES: IN 25 04577005 J. G. HOOK & DESIGN (ANCHOR)
 GOODS: MEN'S AND WOMEN'S SPORT SHIRTS & WOMEN'S DRESSES

REMARKS:
 RUSSIAN FE CLASSSES: IN 25 04577005 J. G. HOOK & DESIGN (ANCHOR)
 GOODS: MEN'S AND WOMEN'S SPORT SHIRTS AND WOMEN'S DRESSES

REMARKS:
 S. AFRICA CLASSSES: IN 25 04577005 J. G. HOOK & DESIGN (ANCHOR)
 GOODS: ARTICLES OF CLOTHING, INCLUDING FOOTWEAR

REMARKS:
 EXTENSION TO CISCKEY-SEE 4577-50SK FILE ON PART A OF REGISTERAI RENEWAL 4-25-98

DATES NUMBERS
 APP. DT: 19NR1988 MA/1990/RH APP. NO
 REG. DT: 19MR1988 09/01/90 REG. NO
 ACTIONS DUE: EXPIRATION DATE: 11MR2009
 LATER RENEWAL 11MR2009

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: OREN & NAPIER
 APP. DT: 19NR1990 STATUS: GRANT
 REG. DT: 12MY1990 83506 APP. NO
 EXPIRATION DATE: 412079 REG. NO
 ACTIONS DUE: RENEWAL 19MR2009
 USE 12MY1998

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: BECCERRIL & BECCERRIL
 APP. DT: 19JE1996 STATUS: GRANT
 REG. DT: 19JE1996 263689 APP. NO
 EXPIRATION DATE: 263688 REG. NO
 ACTIONS DUE: RENEWAL 19JE2003

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: A. J. PARK & SON
 APP. DT: 02NO1988 STATUS: GRANT
 REG. DT: 07OE1988 885011 APP. NO
 EXPIRATION DATE: 139485 REG. NO
 ACTIONS DUE: RENEWAL 07OE1989
 LATER RENEWAL 07OE1989
 07OE2000

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: TANDBERGS PATENTKONTOR A-S
 APP. DT: 28AP1992 STATUS: GRANT
 REG. DT: 13UN1992 060081 APP. NO
 EXPIRATION DATE: 050881 REG. NO
 ACTIONS DUE: HOME REGEN 13UN2004
 LATER RENEWAL 13UN1993
 17FE2004

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: ICAZA, GOVZALEZ, QUIZ & ALERMAN
 APP. DT: 09FE1985 STATUS: GRANT
 REG. DT: 09FE1985 155112 APP. NO
 EXPIRATION DATE: 09FE2005
 ACTIONS DUE: RENEWAL 09FE2005
 LATER RENEWAL 09NO2005

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: PIEROVA & ASSOCIATES
 APP. DT: 25JE1996 STATUS: GRANT
 REG. DT: 17NO1997 96709102 APP. NO
 EXPIRATION DATE: 15K016 REG. NO
 ACTIONS DUE: RENEWAL 25JE2006
 LATER RENEWAL 25OE2006

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: SOJUZPATENT
 APP. DT: 25AP1984 STATUS: GRANT
 REG. DT: 29MY1985 84/3790 APP. NO
 EXPIRATION DATE: 84/3790 REG. NO
 ACTIONS DUE: RENEWAL 25AP2004
 LATER RENEWAL 25MY2004

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: SPOOR AND FISHER
 STATUS: GRANT

COUNTRY: EL SALVADO
 DOCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: IN 25
 GOODS: SPORTSWEAR, DRESSES AND WEARING APPAREL, BOOTS, SHOES AND SLIPPERS

OWNER: J. G. HOOK INC.
 CLIENT: RICHARDO ROMERO-GUZMAN
 AGENT: SAINI ISLAND INTERNATIONAL PATENT
 DATES: 10/21/97
 REG. DT: 17/21/97
 ACTIONS DUE: RENEWAL
 NUMBERS: EGI-94
 REG. NO: 151406
 REG. DT: 17/21/97
 ACTIONS DUE: RENEWAL
 STATUS: GRANT

REMARKS: SINGAPORE
 CLASSES: IN 25
 GOODS: MEN'S & WOMEN'S CLOTHING OF ALL TYPES AND ALL OTHER GOODS IN CLASS 25

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK & DESIGN (ANCHOR)
 AGENT: SAINI ISLAND INTERNATIONAL PATENT
 DATES: 10/21/97
 REG. DT: 10/21/97
 ACTIONS DUE: RENEWAL
 NUMBERS: 5/1046/89
 REG. NO: 930633
 REG. DT: 10/21/97
 ACTIONS DUE: RENEWAL
 STATUS: GRANT

REMARKS: SPAIN
 CLASSES: IN 25
 GOODS: CLOTHING, NOT INCLUDING BOOTS, SHOES & SLIPPERS, ESPECIALLY SPORT SHIRTS FOR MEN & WOMEN, CLOTHES FOR WOMEN

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK & DESIGN (ANCHOR)
 AGENT: SAINI ISLAND INTERNATIONAL PATENT
 DATES: 10/21/97
 REG. DT: 20/01/98
 ACTIONS DUE: RENEWAL
 NUMBERS: 936633
 REG. NO: 930633
 REG. DT: 05/11/98
 ACTIONS DUE: RENEWAL
 STATUS: GRANT

REMARKS: SRI LANKA
 CLASSES: IN 25
 GOODS: ALL GOODS IN CLASS 25

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK & DESIGN (ANCHOR)
 AGENT: SAINI ISLAND INTERNATIONAL PATENT
 DATES: 10/21/97
 REG. DT: 13/01/98
 ACTIONS DUE: RENEWAL
 NUMBERS: 56292
 REG. NO: 56292
 REG. DT: 13/01/98
 ACTIONS DUE: RENEWAL
 STATUS: GRANT

REMARKS: SWEDEN
 CLASSES: IN 25
 GOODS: J. G. HOOK & DESIGN

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK & DESIGN (ANCHOR)
 AGENT: SAINI ISLAND INTERNATIONAL PATENT
 DATES: 10/21/97
 REG. DT: 28/11/93
 ACTIONS DUE: RENEWAL
 NUMBERS: 9306045
 REG. NO: 9306045
 REG. DT: 10/21/93
 ACTIONS DUE: RENEWAL
 STATUS: GRANT

REMARKS: SWITZERLAND
 CLASSES: IN 14
 GOODS: CLOTHING; HANDBAGS, LUGGAGE, WALLETS, BRIEFCASES, JEWELRY

OWNER: J. G. HOOK INC.
 CLIENT: DR. LUDWIG BRANN
 AGENT: SAINI ISLAND INTERNATIONAL PATENT
 DATES: 10/21/97
 REG. DT: 04/11/94
 ACTIONS DUE: RENEWAL
 NUMBERS: 2422
 REG. NO: 2422
 REG. DT: 04/11/94
 ACTIONS DUE: RENEWAL
 STATUS: GRANT

REMARKS: TAIWAN
 CLASSES: IN 44
 GOODS: ALL CLOTHING

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: SAINI ISLAND INTERNATIONAL PATENT
 DATES: 10/21/97
 REG. DT: 11/01/91
 ACTIONS DUE: RENEWAL
 NUMBERS: (70)2630
 REG. NO: (70)2630
 REG. DT: 11/01/91
 ACTIONS DUE: RENEWAL
 STATUS: GRANT

REMARKS: TAIWAN
 CLASSES: IN 71
 GOODS: ALL LEATHER GOODS

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: SAINI ISLAND INTERNATIONAL PATENT
 DATES: 10/21/97
 REG. DT: 11/01/91
 ACTIONS DUE: RENEWAL
 NUMBERS: (70)2631
 REG. NO: (70)2631
 REG. DT: 11/01/91
 ACTIONS DUE: RENEWAL
 STATUS: GRANT

REMARKS: TAIWAN
 CLASSES: IN 71
 GOODS: ALL LEATHER GOODS

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: SAINI ISLAND INTERNATIONAL PATENT
 DATES: 10/21/97
 REG. DT: 11/01/91
 ACTIONS DUE: RENEWAL
 NUMBERS: (70)2632
 REG. NO: (70)2632
 REG. DT: 11/01/91
 ACTIONS DUE: RENEWAL
 STATUS: GRANT

REMARKS: TAIWAN
 CLASSES: IN 71
 GOODS: ALL LEATHER GOODS

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: SAINI ISLAND INTERNATIONAL PATENT
 DATES: 10/21/97
 REG. DT: 11/01/91
 ACTIONS DUE: RENEWAL
 NUMBERS: (70)2633
 REG. NO: (70)2633
 REG. DT: 11/01/91
 ACTIONS DUE: RENEWAL
 STATUS: GRANT

MASTER FILE REPORT

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TRADEMARK PROPERTY REPORT FOR JUNE 98

COUNTRY: VIETNAM
 DOCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
 CLASSES: NA 62
 GOODS: ALL JEWELRY

DATES: 11AUG1981 (70)26911
 15OCT1982 184193
 16JUL2002 16112002
 15OCT1989 15311999
 15JUL2002 153112002

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: SAINT ISLAND INTERNATIONAL PATENT
 APP. DT: 11AUG1981 (70)26312
 REG. DT: 15OCT1982 1811135
 EXPIRATION DATE: 153112002
 ACTIONS DUE: USE 15311999
 RENEWAL 140112002

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: SAINT ISLAND INTERNATIONAL PATENT
 APP. DT: 29FEB1984 191823
 REG. DT: 25MAY1986 285020
 EXPIRATION DATE: 25MAY2006
 LATER RENEWAL: 25OCT2006
 RENEWAL: 25MAY2006

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: SACOT & SACOT INTERNATIONAL PATENT
 APP. DT: 04FEB1975 76166
 REG. DT: 21JUL1977 1050167
 EXPIRATION DATE: 21JUL2007
 LATER RENEWAL: 21JUL2007
 RENEWAL: 21JUL2007

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 03NOV1980 284558
 REG. DT: 20MAY1982 1333645
 EXPIRATION DATE: 20MAY2002
 RENEWAL: 20MAY2002
 LATER RENEWAL: 20MAY2002

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 26OCT1981 334342
 REG. DT: 22MAY1983 1231974
 EXPIRATION DATE: 22MAY2003
 RENEWAL: 22MAY2003
 LATER RENEWAL: 22MAY2003

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 27MAY1984 1469760
 REG. DT: 21MAY1986 1294479
 EXPIRATION DATE: 21MAY2001
 RENEWAL: 21MAY2001
 LATER RENEWAL: 21MAY2001

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 18SEP1996 185E2009
 REG. DT: 18SEP1996 185E2009
 EXPIRATION DATE: 18SEP2009
 RENEWAL: 18SEP2009
 LATER RENEWAL: 18SEP2009

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 18SEP1996 185E2009
 REG. DT: 18SEP1996 185E2009
 EXPIRATION DATE: 18SEP2009
 RENEWAL: 18SEP2009
 LATER RENEWAL: 18SEP2009

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 18SEP1996 185E2009
 REG. DT: 18SEP1996 185E2009
 EXPIRATION DATE: 18SEP2009
 RENEWAL: 18SEP2009
 LATER RENEWAL: 18SEP2009

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 18SEP1996 185E2009
 REG. DT: 18SEP1996 185E2009
 EXPIRATION DATE: 18SEP2009
 RENEWAL: 18SEP2009
 LATER RENEWAL: 18SEP2009

REMARKS: INTERNATIONAL PATENT
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 18SEP1996 185E2009
 REG. DT: 18SEP1996 185E2009
 EXPIRATION DATE: 18SEP2009
 RENEWAL: 18SEP2009
 LATER RENEWAL: 18SEP2009

COUNTRY: CANADA
 DOCKET NO: 04577006
 TRADEMARK: NELL FLOWERS
 CLASSES: 25
 GOODS: WOMEN'S SKIRTS & DRESSES

APPROPRIATE: 10MAY1984
 REG. DT: 06FEB1987
 ACTIONS DUE: 06FEB2002
 STATUS: GRANT

REMARKS: U.S.A. IN 25 SKIRTS & DRESSES
 GOODS: 25 SKIRTS & DRESSES
 HELL FLOWERS & DESIGN

OWNER: J. G. HOOK INC.
 AGENT: GOWLING STRAITHY & HENDERSON
 APP. DT: 14FEB1980
 REG. DT: 12JAN1982
 ACTIONS DUE: 12MAY2002
 STATUS: GRANT

REMARKS: U.S.A. IN 25 WOMEN'S WEARING APPAREL-NAMELY, PANTS, DRESSES, SWEATERS, COATS, SHIRTS AND JERSEY
 GOODS: 25 WOMEN'S WEARING APPAREL-NAMELY, PANTS, DRESSES, SWEATERS, COATS, SHIRTS AND JERSEY
 GAFF RIGG & DESIGN

OWNER: J. G. HOOK INC.
 AGENT: GOWLING STRAITHY & HENDERSON
 APP. DT: 05JUL1981
 REG. DT: 24AUG1982
 ACTIONS DUE: 24AUG2002
 STATUS: GRANT

REMARKS: JAPAN IN 17 GOLDEN ANCHOR
 CLASSES: 17
 GOODS: GOLDEN ANCHOR

OWNER: J. G. HOOK INC.
 AGENT: GOWLING STRAITHY & HENDERSON
 APP. DT: 03JUL1981
 REG. DT: 31MAY1983
 ACTIONS DUE: 31MAY2003
 STATUS: GRANT

REMARKS: U.S.A. IN 14 IN 18 IN 25 GOLDEN ANCHOR
 CLASSES: 14 IN 18 IN 25
 GOODS: DRESSES, SKIRTS, BLOUSES, SHIRTS, JACKETS, VESTS, SLACKS, SWEATERS, CAMISOLES, BELTS FOR WEAR, ARTICLES OF RAINPROOF CLOTHING

OWNER: J. G. HOOK INC.
 AGENT: GOWLING STRAITHY & HENDERSON
 APP. DT: 21AUG1981
 REG. DT: 25JAN1983
 ACTIONS DUE: 25JAN2003
 STATUS: GRANT

REMARKS: U.S.A. IN 18 IN 25 BARNEGAT BAY & DESIGN
 CLASSES: 18 IN 25
 GOODS: HANDBAGS, SKIRTS, BLOUSES, SHIRTS, SHORTS, PANTS, BELTS, BLAZERS, JACKETS, SWEATERS, SOCKS, KITS, SCARVES

OWNER: J. G. HOOK INC.
 AGENT: GOWLING STRAITHY & HENDERSON
 APP. DT: 30SEP1982
 REG. DT: 24JAN1984
 ACTIONS DUE: 24JAN2004
 STATUS: GRANT

REMARKS: CLOTHING FOOTWEAR HEADGEAR
 U.S.A. IN 25 ATLANTIC FLYWAY & DESIGN
 CLASSES: 25
 GOODS: DRESSES, SHIRTS, BLOUSES, JACKETS, COATS, SKIRTS, PANTS, SWEATERS

OWNER: J. G. HOOK INC.
 AGENT: GOWLING STRAITHY & HENDERSON
 APP. DT: 22NOV1982
 REG. DT: 28AUG1984
 ACTIONS DUE: 28AUG2004
 STATUS: GRANT

REMARKS: U.S.A. IN 25 J. G. HOOK & DESIGN
 CLASSES: 25
 GOODS: MEN'S OUTER JACKETS, OVERCOATS, TRENCH COATS, RAIN COATS, SUITS, SPORTS COATS AND TAILORED PANTS

OWNER: J. G. HOOK INC.
 AGENT: GOWLING STRAITHY & HENDERSON
 APP. DT: 11OCT1983
 REG. DT: 13NOV1984
 ACTIONS DUE: 13NOV2004
 STATUS: GRANT

REMARKS: J. G. HOOK INC. STATUS: GRANT

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TRADEMARK PROPERTY REPORT FOR JUNE 98

COUNTRY: CANADA
 DOCKET NO: 04577054
 TRADEMARK: UNITED STARS OF AMERICA & DESIGN
 CLASS: 25 IN 42
 GOODS: MEN'S AND CHILDREN'S CLOTHING, NAMELY PANTS, SHORTS, SLACKS, SHIRTS, BLOUSES, SWEATERS, T-SHIRTS, ETC.

APPL. NO: 585775
 REG. NO: 1419674
 EXPIRATION DATE: 23SE2001
 ACTIONS DUE: 23SE2001
 LATERRENEW: 23DE2006

REMARKS: CANADA 04577056 J. G. HOOK
 CLASS: 25 IN 42
 GOODS: EYEWEAR, NAMELY, SUNGLASSES, DECORATIVE & FASHION EYEGLASSES
 EYEGLASSES OF ALL TYPES, EYEGLASS FRAMES AND EYEWEAR CASES

APPL. NO: 560884
 REG. NO: 333090
 EXPIRATION DATE: 16OC2002
 ACTIONS DUE: 16OC2002
 LATERRENEW: 16AP2003

REMARKS: REG. USER: CAMELOT INDUSTRIES CORPORATION
 OBA/UNIVIS FRAME
 U.S. A. 04577076 NELL FLOWERS
 CLASS: 25 IN 42
 GOODS: WOMEN'S JUMPERS, DRESSES, JACKETS, SHIRTS, SKIRTS, PANTS, SHORTS, SWEATERS, AND TEE SHIRTS

APPL. NO: 010043
 REG. NO: 150001
 EXPIRATION DATE: 03AP2000
 ACTIONS DUE: 03AP2000
 LATERRENEW: 03JC2000

REMARKS: U.S. A. 04577080 HOOK SPORT & DESIGN
 CLASS: 25 IN 42
 GOODS: SPORTSWEAR

APPL. NO: 012275
 REG. NO: 162087
 EXPIRATION DATE: 30OC2000
 ACTIONS DUE: 30OC2000
 LATERRENEW: 30JN2001

REMARKS: U.S. A. 04577081 J. G. HOOK & DESIGN
 CLASS: 25 IN 42
 GOODS: WOMEN'S CLOTHING, NAMELY, SHIRTS, DRESSES, BLOUSES, PANTS, SOCKS, SHORTS, JACKETS, COATS, SWEATERS, SKIRTS, KILTS, BELTS AND SCARVES; MEN'S CLOTHING

APPL. NO: 020076
 REG. NO: 161774
 EXPIRATION DATE: 15OC2000
 ACTIONS DUE: 15OC2000
 LATERRENEW: 15JN2001

REMARKS: U.S. A. 04577083 RAY COUNTRY & DESIGN OF DUCK
 CLASS: 25 IN 42
 GOODS: CLOTHING, NAMELY MEN'S AND WOMEN'S SHORTS, SHIRTS, SUITSUITS, PANTS, JACKETS, COATS, DRESSES, SUITS, SLACKS, TEE SHIRTS, SKIRTS AND GLOVES

APPL. NO: 052793
 REG. NO: 1631697
 EXPIRATION DATE: 15JN2001
 ACTIONS DUE: 15JN2001
 LATERRENEW: 15AP2001

REMARKS: CANADA 04577084 TANGO BY MAX RAAB
 CLASS: 25 IN 42
 GOODS: CLOTHING, NAMELY MEN'S AND BOYS'S SHORTS, SHIRTS, NECKWEAR, PANTS, JACKETS, SOCKS AND UNDERWEAR

APPL. NO: 664287
 REG. NO: 411385
 EXPIRATION DATE: 23AP2004
 ACTIONS DUE: 23AP2004
 LATERRENEW: 23OC2004

REMARKS: CHINA P.R. 04577084 TANGO BY MAX RAAB
 CLASS: 25 IN 42
 GOODS: MEN'S WEARING APPAREL, WOMEN'S WEARING APPAREL

APPL. NO: 960106569
 REG. NO: 1120590
 EXPIRATION DATE: 11OC2000
 ACTIONS DUE: 21AP2000
 LATERRENEW: 20OC2007

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: GOWLING, STRATHY & HENDERSON
 OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: NID PATENT & TRADEMARK AGENCY LTD

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TRADEMARK PROPERTY REPORT FOR JUNE 98

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COUNTRY: FRANCE
CLASSSES: IN 25
GOODS: ALL GOODS IN CLASS 25

TRADEMARK: TANGO BY MAX RAAB

DATES: 07/NO1990
REG. DT: 07NO1990
ACTIONS DUE: 07NO2001

REMARKS:
ITALY CLASSSES: IN 25
GOODS: ALL GOODS IN CLASS 25

NUMBERS: 248198
APP. NO: 1625688
REG. NO: 07NO2001
RENEWAL: 07NO2001
RENEWAL: 06NO2000

REMARKS:
JAPAN CLASSSES: IN 17
GOODS: CLOTHING, AND OTHER GOODS BELONGING TO THIS CLASS

STATUS: GRANT
APP. NO: 238911790
REG. NO: 0606096
RENEWAL: 265E2000
RENEWAL: 26MR2001

REMARKS:
JAPAN CLASSSES: IN 21
GOODS: PERSONAL ACCESSORIES, AND OTHER GOODS BELONGING TO THE CLASS

STATUS: GRANT
APP. NO: 2-101593
REG. NO: 24768074
RENEWAL: 30NO2002
RENEWAL: 30NO2002

REMARKS:
JAPAN CLASSSES: IN 22
GOODS: FOOTWEAR (EXCLUDING SPECIAL SPORTING AND GYMNASTIC FOOTWEAR) AND OTHER GOODS BELONGING TO THIS CLASS

STATUS: GRANT
APP. NO: 2-101594
REG. NO: 24768075
RENEWAL: 30NO2002
RENEWAL: 30NO2002

REMARKS:
JAPAN CLASSSES: IN 25
GOODS: TANGO BY MAX RAAB

STATUS: GRANT
APP. NO: 8-100146
REG. NO: 41276670
RENEWAL: 00MR2004
RENEWAL: 00MR2004

REMARKS:
SINGAPORE CLASSSES: IN 25
GOODS: TANGOS, SHIRTS, SOCKS AND UNDERWEAR

STATUS: GRANT
APP. NO: 577226792
REG. NO: 72266797
RENEWAL: 23E2002
RENEWAL: 23E2002

REMARKS:
SINGAPORE CLASSSES: IN 25
GOODS: TANGOS, SHIRTS, SOCKS AND UNDERWEAR

STATUS: GRANT
APP. NO: 098120
REG. NO: 10504952
RENEWAL: 27A02001
RENEWAL: 27A02001

REMARKS:
SINGAPORE CLASSSES: IN 25
GOODS: TANGOS, SHIRTS, SOCKS AND UNDERWEAR

STATUS: GRANT
APP. NO: 098120
REG. NO: 10504952
RENEWAL: 27A02001
RENEWAL: 27A02001

REMARKS:
SINGAPORE CLASSSES: IN 25
GOODS: TANGOS, SHIRTS, SOCKS AND UNDERWEAR

STATUS: GRANT
APP. NO: 098120
REG. NO: 10504952
RENEWAL: 27A02001
RENEWAL: 27A02001

REMARKS:
SINGAPORE CLASSSES: IN 25
GOODS: TANGOS, SHIRTS, SOCKS AND UNDERWEAR

STATUS: GRANT
APP. NO: 098120
REG. NO: 10504952
RENEWAL: 27A02001
RENEWAL: 27A02001

REMARKS:
SINGAPORE CLASSSES: IN 25
GOODS: TANGOS, SHIRTS, SOCKS AND UNDERWEAR

STATUS: GRANT
APP. NO: 098120
REG. NO: 10504952
RENEWAL: 27A02001
RENEWAL: 27A02001

REMARKS:
SINGAPORE CLASSSES: IN 25
GOODS: TANGOS, SHIRTS, SOCKS AND UNDERWEAR

STATUS: GRANT
APP. NO: 098120
REG. NO: 10504952
RENEWAL: 27A02001
RENEWAL: 27A02001

TRADEMARK

REEL: 1763 FRAME: 0566

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TRADEMARK PROPERTY REPORT FOR JUNE 98

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COUNTRY: DOCKET NO. TRADEMARK
 U. S. A. 04577005 TANGO BY MAX RAAB
 CLASSES: IN 25 TANGO BY MAX RAAB
 GOODS: LADIES WEARING APPAREL NAMELY, SKIRTS, BLOUSES, PANTS & SHORTS

REMARKS:
 U. S. A. 04577008 1 TANGO BY MAX RAAB
 CLASSES: IN 26 TANGO BY MAX RAAB
 GOODS: MEN'S CLOTHING - SCARVES, SLEEPWEAR, & ROSES

REMARKS:
 U. S. A. 04577009 TANGO BY MAX RAAB
 CLASSES: IN 18 TANGO BY MAX RAAB
 GOODS: 18-HAND BAGS, BALLETS, COIN PURSES, KEY CASES & CARD CASES - BUSINESS CARD CASES, 75-MEN'S CLOTHING - HATS, CAPS, SWEATER BELTS, SUSPENDERS AND SHIRTS

REMARKS:
 U. S. A. 04577092 1 (OUTLINE RESEMBLES UPSIDE-DOWN ANCHOR)
 CLASSES: IN 25
 GOODS: CLOTHING-SHIRTS, PANTS, ROYAL SHORTS, SUITSUITS, ROSES, SOCKS, HATS, BELTS, SUSPENDERS, SWEATERS, KNIT TOPS & TIES

REMARKS:
 U. S. A. 04577097 DESIGN OF MAN
 CLASSES: IN 25
 GOODS: MEN'S NECKWEAR

REMARKS:
 GERMANY 04577098 MAX RAAB
 CLASSES: IN 25
 GOODS: CLOTHING, NAMELY MEN'S AND BOYS'S SHORTS, SHIRTS, NECKWEAR, PANTS, JACKETS, SOCKS AND UNDERWEAR

REMARKS:
 U. S. A. 04577099 HOOK WEAR & DESIGN
 CLASSES: IN 25 HOOK WEAR & DESIGN
 GOODS: MEN'S, WOMEN'S & CHILDREN'S APPAREL - SPORTSWEAR & OUTERWEAR

REMARKS:
 U. S. A. 04577103 J. G. HOOK JEANSWEAR & DESIGN
 CLASSES: IN 25 J. G. HOOK JEANSWEAR & DESIGN
 GOODS: JEANS, PANTS, SKIRTS, SHORTS, SHIRTS, & JACKETS

REMARKS:

DATES: 16AU1990 089595 App. No
 REG. DT: 27JF1995 1207185 REG. NO
 ACTIONS DUE: 27JF2000 27JF2000
 RENEWAL 27JF2000

DATES: 03J11991 800385 App. No
 REG. DT: 14SE1993 1792717 REG. NO
 ACTIONS DUE: 14SE2003 14SE2003
 RENEWAL 14SE2003

DATES: 05J11991 183790 App. No
 REG. DT: 21SE1993 1793660 REG. NO
 ACTIONS DUE: 21SE2003 21SE2003
 RENEWAL 21SE2003

DATES: 12AU1991 187693 App. No
 REG. DT: 15DE1992 1740610 REG. NO
 ACTIONS DUE: 15DE2002 15DE2002
 RENEWAL 15DE1998 15DE1998

DATES: 12AU1991 103933 App. No
 REG. DT: 06SE1994 1853127 REG. NO
 ACTIONS DUE: 06SE2004 06SE2004
 RENEWAL 06SE2000 06SE2000

DATES: 23SE1991 2062644/2542 App. No
 REG. DT: 23SE1991 2061832 REG. NO
 ACTIONS DUE: 30SE2001 30SE2001
 RENEWAL 30SE2001 30SE2001

DATES: 12DE1991 229020 App. No
 REG. DT: 17NO1992 1733270 REG. NO
 ACTIONS DUE: 17NO2002 17NO2002
 RENEWAL 17NO1994 17NO1994

DATES: 18J11992 266181 App. No
 REG. DT: 25J11994 1817982 REG. NO
 ACTIONS DUE: 25J11994 25J11994
 RENEWAL 25J11994 25J11994

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.

STATUS: GRANT

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TRADEMARK PROPERTY REPORT FOR JUNE 98

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COUNTRY: CANADA
 DOCKET NO: 04577107
 TRADEMARK: J. G. HOOK JEANSWEAR
 CLASSES: IN 25 JEANS, PANTS, SKIRTS, SHORTS, SHIRTS & JACKETS
 GOODS: JEANS, PANTS, SKIRTS, SHORTS, SHIRTS & JACKETS

DATES: 16APR1992
 REG. DT: 17DEF1993
 ACTIONS UDE: JALIFE & CAMPUZANO
 NUMBERS: 703136 APP. NO
 421070 REG. NO
 17DE2088 EXPIRATION DATE:
 17JF2088 RENEWAL
 17JF2088 LATERENEW

REMARKS: MEXICO 04577107 J. G. HOOK JEANSWEAR
 CLASSES: IN 25 PANTS, SKIRTS, SHORTS, SHIRTS & JACKETS
 GOODS: JEANS, PANTS, SKIRTS, SHORTS, SHIRTS & JACKETS

OWNER: J. G. HOOK INC.
 CLIENT: GOWLING, STRAITHY & HENDERSON
 AGENT: JALIFE & CAMPUZANO
 APP. DT: 25MY1992
 REG. DT: 29SE1992
 ACTIONS UDE: RENEWAL LATERENEW
 STATUS: GRANT
 149048 APP. NO
 422292 REG. NO
 25MY2082 EXPIRATION DATE:
 25MY2082 RENEWAL
 25NO2082 LATERENEW

REMARKS: U.S.A. 04577107 J. G. HOOK JEANSWEAR
 CLASSES: IN 25 PANTS, SKIRTS, SHORTS, SHIRTS & JACKETS
 GOODS: JEANS, PANTS, SKIRTS, SHORTS, SHIRTS & JACKETS

OWNER: J. G. HOOK INC.
 CLIENT: JALIFE & CAMPUZANO
 AGENT: JALIFE & CAMPUZANO
 APP. DT: 23MR1992
 REG. DT: 27AP1992
 ACTIONS UDE: RENEWAL
 STATUS: GRANT
 227875 APP. NO
 1209122 REG. NO
 27AP1992 EXPIRATION DATE:
 27AP1992 RENEWAL
 27AP2001

REMARKS: U.S.A. 04577109 HOOK SUIT & DESIGN
 CLASSES: IN 25 MEN'S & WOMEN'S APPAREL - SUITS, PANTS, SKIRTS, SHORTS, AND JACKETS

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 18JUL1992
 REG. DT: 10MY1994
 ACTIONS UDE: RENEWAL
 STATUS: GRANT
 286100 APP. NO
 1896270 REG. NO
 10MY2004 EXPIRATION DATE:
 10MY2004 RENEWAL
 10MY2004

REMARKS: CANADA 04577115 J. G. HOOK
 CLASSES: CLOTHING APPAREL
 GOODS: CLOTHING APPAREL

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 12FEB1993
 REG. DT: 22APR1994
 ACTIONS UDE: RENEWAL LATERENEW
 STATUS: GRANT
 727645 APP. NO
 426537 REG. NO
 22AP2009 EXPIRATION DATE:
 22AP2009 RENEWAL
 22OC2009 LATERENEW

REMARKS: MEXICO 04577117 HOOKWEAR
 CLASSES: IN 25 MEN'S, WOMEN'S AND CHILDREN'S WEARING APPAREL
 GOODS: MEN'S, WOMEN'S AND CHILDREN'S WEARING APPAREL

OWNER: J. G. HOOK INC.
 CLIENT: GOWLING, STRAITHY & HENDERSON
 AGENT: JALIFE & CAMPUZANO
 APP. DT: 14APR1993
 REG. DT: 10SEP1993
 ACTIONS UDE: RENEWAL
 STATUS: GRANT
 155395 APP. NO
 165395 REG. NO
 10AP2001 EXPIRATION DATE:
 10AP2001 RENEWAL
 14AP2001

REMARKS: U.S.A. 04577118 BAY COUNTRY
 CLASSES: IN 25 MEN'S & WOMEN'S APPAREL - SUITS, PANTS, SKIRTS, SHORTS, AND JACKETS

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 01MR1993
 REG. DT: 16NOV1993
 ACTIONS UDE: RENEWAL
 STATUS: GRANT
 262890 APP. NO
 1A00477 REG. NO
 16NO2000 EXPIRATION DATE:
 16NO2000 RENEWAL
 16NO2001

REMARKS: U.S.A. 04577120 J. G. HOOK
 CLASSES: IN 25 MEN'S & WOMEN'S APPAREL - SUITS, PANTS, SKIRTS, SHORTS, COATS, JACKETS, DRESSES, SWEATERS, RAINWEAR, SPORTSWEAR, BLAZERS, VESTS, SOCKS, SCARVES, SHIRTS, & BLOUSES

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: J. G. HOOK INC.
 APP. DT: 15MR1993
 REG. DT: 04JUN1994
 ACTIONS UDE: RENEWAL
 STATUS: GRANT
 367963 APP. NO
 1A10084 REG. NO
 04JUN2000 EXPIRATION DATE:
 04JUN2000 RENEWAL
 04JUN2000
 04JUN2000

REMARKS: STATUS: GRANT

COUNTRY: JAPAN DOCKET NO: 04577121 TRADEMARK: J G HOOK WITH KATAKANA LETTER S
CLASSES: IN 14 REG. DT: 30SEP1993 45032/1993 APP. NO. 3200368
GOODS: REG. DT: 30SEP1996 305E1996 REG. NO. 305E2005
ACTIONS DUE: RENEWAL 305E2005

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: FUKAMI PATENT OFFICE
AGENT: FUKAMI PATENT OFFICE
APP. DT: 30APR1992 45032/1993 APP. NO.
REG. DT: 25OCT1996 3200368 REG. NO.
ACTIONS DUE: RENEWAL 305E2005
OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: FUKAMI PATENT OFFICE
AGENT: FUKAMI PATENT OFFICE
APP. DT: 30APR1992 45032/1993 APP. NO.
REG. DT: 25OCT1996 3200368 REG. NO.
ACTIONS DUE: RENEWAL 305E2005

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: FUKAMI PATENT OFFICE
AGENT: FUKAMI PATENT OFFICE
APP. DT: 30APR1992 45032/1993 APP. NO.
REG. DT: 30SEP1996 3200368 REG. NO.
ACTIONS DUE: RENEWAL 305E2005
OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: FUKAMI PATENT OFFICE
AGENT: FUKAMI PATENT OFFICE
APP. DT: 30APR1992 45032/1993 APP. NO.
REG. DT: 30SEP1996 3200368 REG. NO.
ACTIONS DUE: RENEWAL 305E2005

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: FUKAMI PATENT OFFICE
AGENT: FUKAMI PATENT OFFICE
APP. DT: 30APR1992 45032/1993 APP. NO.
REG. DT: 25OCT1996 3237631 REG. NO.
ACTIONS DUE: RENEWAL 25OCT2005
OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: FUKAMI PATENT OFFICE
AGENT: FUKAMI PATENT OFFICE
APP. DT: 30APR1992 45032/1993 APP. NO.
REG. DT: 25OCT1996 3237631 REG. NO.
ACTIONS DUE: RENEWAL 25OCT2005

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: FUKAMI PATENT OFFICE
AGENT: FUKAMI PATENT OFFICE
APP. DT: 17AUG1993 425246 APP. NO.
REG. DT: 20OCT1994 1868446 REG. NO.
ACTIONS DUE: RENEWAL 20OCT2004
OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: FUKAMI PATENT OFFICE
AGENT: FUKAMI PATENT OFFICE
APP. DT: 17AUG1993 425246 APP. NO.
REG. DT: 20OCT1994 1868446 REG. NO.
ACTIONS DUE: RENEWAL 20OCT2004

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: CALIFE & CAMPUZANO
AGENT: GOMEZ-MAQUEO
APP. DT: 25NOV1993 475046 APP. NO.
REG. DT: 25NOV1997 2116511 REG. NO.
ACTIONS DUE: RENEWAL 25NOV2001
OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: CALIFE & CAMPUZANO
AGENT: GOMEZ-MAQUEO
APP. DT: 25NOV1993 475046 APP. NO.
REG. DT: 25NOV1997 2116511 REG. NO.
ACTIONS DUE: RENEWAL 25NOV2001

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: GOWLING STRAITH & HENDERSON
AGENT: GOWLING STRAITH & HENDERSON
APP. DT: 12MAY1994 524183 APP. NO.
REG. DT: 25OCT1995 1801435 REG. NO.
ACTIONS DUE: RENEWAL 25OCT2005
OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: GOWLING STRAITH & HENDERSON
AGENT: GOWLING STRAITH & HENDERSON
APP. DT: 12MAY1994 524183 APP. NO.
REG. DT: 25OCT1995 1801435 REG. NO.
ACTIONS DUE: RENEWAL 25OCT2005

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: GOWLING STRAITH & HENDERSON
AGENT: GOWLING STRAITH & HENDERSON
APP. DT: 12MAY1994 524183 APP. NO.
REG. DT: 25OCT1995 1801435 REG. NO.
ACTIONS DUE: RENEWAL 25OCT2005
OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: GOWLING STRAITH & HENDERSON
AGENT: GOWLING STRAITH & HENDERSON
APP. DT: 12MAY1994 524183 APP. NO.
REG. DT: 25OCT1995 1801435 REG. NO.
ACTIONS DUE: RENEWAL 25OCT2005

REMARKS: OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: GOWLING STRAITH & HENDERSON
AGENT: GOWLING STRAITH & HENDERSON
APP. DT: 12MAY1994 524183 APP. NO.
REG. DT: 25OCT1995 1801435 REG. NO.
ACTIONS DUE: RENEWAL 25OCT2005
OWNER: J. G. HOOK INC. STATUS: GRANT
CLIENT: GOWLING STRAITH & HENDERSON
AGENT: GOWLING STRAITH & HENDERSON
APP. DT: 12MAY1994 524183 APP. NO.
REG. DT: 25OCT1995 1801435 REG. NO.
ACTIONS DUE: RENEWAL 25OCT2005

COUNTRY OCKET NO TRADEMARK

U. S. A. 04577149 J. G. HOOK

CLASS: IN 20 IN 24 IN 27
GOODS: 20-BED PILLOWS; 24-BED SHEETS, BED SPREADS, PILLOW SHAMS & COVERS, BED THROWS, BLANKETS, BED RUFFLES, COMFORTERS/QUILTS, UVER COVERS, WINDOW CURTAINS, & DRAPES. TEXTILE TABLE COV
FIBRICS & FABRICS USED IN MANU. OF ROOF COVERS; 27-VINYL & PAR
RICK MATT COVERINGS & WALLPAPER

REMARKS:
U. S. A. 04577147 ELEMENTS BY J.G. HOOK
CLASS: IN 25
GOODS: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING - PANTS, SHORTS, CAPS
SKIRTS, DRESSES, JUMPERS, SHIRTS, BLOUSES, VESTS, JACKETS,
COATS AND SWEATERS

REMARKS:
JAPAN 04577148 1 JAMES G. HOOK
CLASS: IN 25
GOODS: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING - PANTS, SHORTS, CAPS
SKIRTS, DRESSES, JUMPERS, SHIRTS, BLOUSES, VESTS, JACKETS,
COATS, HATS, SWEATERS, SCARVES, SHOES, SOCKS, UNDERWEAR,
BELTS, SUSPENDERS, SLEEPWEAR, LINGERIE, ROBES AND SWIMWEAR

REMARKS:
U. S. A. 04577149 ELEMENTS BY J.G. HOOK & DESIGN
CLASS: IN 25
GOODS: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING - PANTS, SHORTS, CAPS
SKIRTS, DRESSES, JUMPERS, SHIRTS, BLOUSES, VESTS, JACKETS,
COATS, HATS, SWEATERS, SCARVES, SHOES, SOCKS, UNDERWEAR,
BELTS, SUSPENDERS, SLEEPWEAR, LINGERIE, ROBES AND SWIMWEAR

REMARKS:
U. S. A. 04577150 BAY COUNTRY BY J. G. HOOK
CLASS: IN 25
GOODS: BELTS AND GLOVES

REMARKS:
U. S. A. 04577155 BEANS MCGEE AND DESIGN
CLASS: IN 25
GOODS: MEN'S NECKWEAR

REMARKS:
U. S. A. 04577162 BAY COUNTRY BY J. G. HOOK & DESIGN
CLASS: IN 1R IN 25
GOODS: 18-HANDBAGS; 25-BELTS & SOCKS

REMARKS:
CHINA P.R. 04577163 J. G. HOOK & DESIGN (ANCHOR)
CLASS: IN 25
GOODS: MEN'S & WOMEN'S CLOTHING

REMARKS:
ABANDONED 9/16/92 - LOST APPEAL

DATES NUMBERS
APP. DT: 23HY1994 528290 APP. NO
REG. DT: 30PJ1996 1270829 REG. NO
ACTIONS DUE: 12/08/98 10AP2000
RENEWAL 30AP2002

OWNER: J. G. HOOK INC.
CLIENT: J. G. HOOK INC.
AGENT: J. G. HOOK INC.
APP. DT: 28DE1994 616819 APP. NO
REG. DT: 11FE1997 2037612 REG. NO
ACTIONS DUE: 11FE2000 11FE2000
RENEWAL 11FE2002

OWNER: J. G. HOOK INC.
CLIENT: J. G. HOOK INC.
AGENT: J. G. HOOK INC.
APP. DT: 29OE1994 132544/1994 APP. NO
REG. DT: 25AP1997 3206533 REG. NO
ACTIONS DUE: 25AP2000 25AP2000
RENEWAL 25AP2002

OWNER: J. G. HOOK INC.
CLIENT: FUKAMI PATENT OFFICE
AGENT: FUKAMI PATENT OFFICE
APP. DT: 09E1995 632743 APP. NO
REG. DT: 18MR1997 2046623 REG. NO
ACTIONS DUE: 18MR2000 18MR2000
RENEWAL 18MR2002

OWNER: J. G. HOOK INC.
CLIENT: J. G. HOOK INC.
AGENT: J. G. HOOK INC.
APP. DT: 28AU1995 722919 APP. NO
REG. DT: 30JL1996 1996058 REG. NO
ACTIONS DUE: 30JL2000 30JL2000
RENEWAL 30JL2002

OWNER: J. G. HOOK INC.
CLIENT: J. G. HOOK INC.
AGENT: J. G. HOOK INC.
APP. DT: 20FE1996 061888 APP. NO
REG. DT: 04FE1997 2035498 REG. NO
ACTIONS DUE: 04FE2000 04FE2000
RENEWAL 04FE2002

OWNER: J. G. HOOK INC.
CLIENT: J. G. HOOK INC.
AGENT: J. G. HOOK INC.
APP. DT: 21OC1996 184907 APP. NO
REG. DT: 09SF1997 2098224 REG. NO
ACTIONS DUE: 09SF2000 09SF2000
RENEWAL 09SF2002

OWNER: J. G. HOOK INC.
CLIENT: J. G. HOOK INC.
AGENT: J. G. HOOK INC.
APP. DT: 18JL1996 96008319 APP. NO
REG. DT: 27SE1997 1107742 REG. NO
ACTIONS DUE: 27SE2000 27SE2000
RENEWAL 27SE2002

OWNER: J. G. HOOK INC.
CLIENT: J. G. HOOK INC.
AGENT: J. G. HOOK INC.
APP. DT: 18JL1996 96008319 APP. NO
REG. DT: 27SE1997 1107742 REG. NO
ACTIONS DUE: 27SE2000 27SE2000
RENEWAL 27SE2002

OWNER: J. G. HOOK INC.
CLIENT: J. G. HOOK INC.
AGENT: J. G. HOOK INC.
APP. DT: 18JL1996 96008319 APP. NO
REG. DT: 27SE1997 1107742 REG. NO
ACTIONS DUE: 27SE2000 27SE2000
RENEWAL 27SE2002

OWNER: J. G. HOOK INC.
CLIENT: J. G. HOOK INC.
AGENT: J. G. HOOK INC.
APP. DT: 18JL1996 96008319 APP. NO
REG. DT: 27SE1997 1107742 REG. NO
ACTIONS DUE: 27SE2000 27SE2000
RENEWAL 27SE2002

OWNER: J. G. HOOK INC.
CLIENT: J. G. HOOK INC.
AGENT: J. G. HOOK INC.
APP. DT: 18JL1996 96008319 APP. NO
REG. DT: 27SE1997 1107742 REG. NO
ACTIONS DUE: 27SE2000 27SE2000
RENEWAL 27SE2002

TRADEMARK

161741 165799CCT7.XP4 86, 97 UNT 10:10 P. 16

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TRADEMARK PROPERTY REPORT FOR JUNE 98

25J11998 9 31 PAGE: 1

COUNTRY: ROMANIA
DOCKET NO: 04577005
CLASSIFICATION: 25
TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
GOODS: CLOTHING FOR MEN, WOMEN AND CHILDREN

DATE: 20J11996
REG. DT: 20J11996
ACTIONS DUE: EXPIRATION DATE: 101816
STATUS: FILED
APP. NO: REG. NO

REMARKS: ABANDONED 11/98
INDIA CLASSIFICATION: 25
TRADEMARK: J. G. HOOK & DESIGN
GOODS: CLOTHING FOR MEN, WOMEN AND CHILDREN

OWNER: J. G. HOOK INC.
CLIENT: BUREAU JOSEPH
AGENT: V&V
APPROX. DATE: 02J11997
REG. DT: 02J11997
ACTIONS DUE: EXPIRATION DATE: M-0017-7
STATUS: FILED
APP. NO: REG. NO

REMARKS: ROMANIA CLASSIFICATION: 25
TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
GOODS: MEN'S AND WOMEN'S SPORT SHIRTS AND WOMEN'S DRESSES

OWNER: J. G. HOOK INC.
CLIENT: PATROL
AGENT: J. G. HOOK INC.
APPROX. DATE: 08J11996
REG. DT: 08J11996
ACTIONS DUE: EXPIRATION DATE: 40120
STATUS: FILED
APP. NO: REG. NO

REMARKS: MACAO CLASSIFICATION: 1A
TRADEMARK: J. G. HOOK
GOODS: MEN'S AND WOMEN'S SPORT SHIRTS AND WOMEN'S DRESSES

OWNER: J. G. HOOK INC.
CLIENT: DA CUNHA FERREIRA, LDA
AGENT: A. G. DA CUNHA FERREIRA, LDA
APPROX. DATE: 130C11997
REG. DT: 130C11997
ACTIONS DUE: EXPIRATION DATE: 002674
STATUS: FILED
APP. NO: REG. NO

REMARKS: MACAO CLASSIFICATION: 1A
TRADEMARK: J. G. HOOK
GOODS: MEN'S AND WOMEN'S SPORT SHIRTS AND WOMEN'S DRESSES

OWNER: J. G. HOOK INC.
CLIENT: DA CUNHA FERREIRA, LDA
AGENT: A. G. DA CUNHA FERREIRA, LDA
APPROX. DATE: 130C11997
REG. DT: 130C11997
ACTIONS DUE: EXPIRATION DATE: 002674
STATUS: FILED
APP. NO: REG. NO

REMARKS: ROMANIA CLASSIFICATION: 25
TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
GOODS: SHIRTS, DRESSES, BLOUSES, PANTS, SOCKS, SHORTS, JACKETS, SWEATERS, SKIRTS, KILTS, BELTS, & SCARVES

OWNER: J. G. HOOK INC.
CLIENT: DA CUNHA FERREIRA, LDA
AGENT: A. G. DA CUNHA FERREIRA, LDA
APPROX. DATE: 130C11997
REG. DT: 130C11997
ACTIONS DUE: EXPIRATION DATE: 002674
STATUS: FILED
APP. NO: REG. NO

REMARKS: POLAND CLASSIFICATION: 25
TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
GOODS: MEN'S AND WOMEN'S SPORT SHIRTS AND WOMEN'S DRESSES

OWNER: J. G. HOOK INC.
CLIENT: RENTRY S. SOM
AGENT: J. G. HOOK INC.
APPROX. DATE: 21J11996
REG. DT: 21J11996
ACTIONS DUE: EXPIRATION DATE: 7-161236
STATUS: FILED
APP. NO: REG. NO

REMARKS: ROMANIA CLASSIFICATION: 25
TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
GOODS: MEN'S AND WOMEN'S SPORT SHIRTS AND WOMEN'S DRESSES

OWNER: J. G. HOOK INC.
CLIENT: PATROL
AGENT: J. G. HOOK INC.
APPROX. DATE: 08J11996
REG. DT: 08J11996
ACTIONS DUE: EXPIRATION DATE: 40120
STATUS: FILED
APP. NO: REG. NO

REMARKS: ROMANIA CLASSIFICATION: 25
TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
GOODS: MEN'S AND WOMEN'S SPORT SHIRTS AND WOMEN'S DRESSES

OWNER: J. G. HOOK INC.
CLIENT: PATROL
AGENT: J. G. HOOK INC.
APPROX. DATE: 08J11996
REG. DT: 08J11996
ACTIONS DUE: EXPIRATION DATE: 40120
STATUS: FILED
APP. NO: REG. NO

REMARKS: ROMANIA CLASSIFICATION: 25
TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
GOODS: MEN'S AND WOMEN'S SPORT SHIRTS AND WOMEN'S DRESSES

OWNER: J. G. HOOK INC.
CLIENT: PATROL
AGENT: J. G. HOOK INC.
APPROX. DATE: 08J11996
REG. DT: 08J11996
ACTIONS DUE: EXPIRATION DATE: 40120
STATUS: FILED
APP. NO: REG. NO

REMARKS: ROMANIA CLASSIFICATION: 25
TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
GOODS: MEN'S AND WOMEN'S SPORT SHIRTS AND WOMEN'S DRESSES

OWNER: J. G. HOOK INC.
CLIENT: PATROL
AGENT: J. G. HOOK INC.
APPROX. DATE: 08J11996
REG. DT: 08J11996
ACTIONS DUE: EXPIRATION DATE: 40120
STATUS: FILED
APP. NO: REG. NO

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TRADEMARK PROPERTY REPORT FOR JUNE 98

20010920

COUNTRY: TURKEY
 DOCKET NO: 04577005
 TRADEMARK: J. G. HOOK & DESIGN (ANCHOR)
 CLASS: IN 25
 GOODS: OUTERWEAR FOR WOMEN, MEN & CHILDREN MADE FROM ALL KINDS OF MATERIALS, INNERWEAR, SOCKS, FOOTWEAR, HEADWEAR, ACCESSORIES

REMARKS:
 UKRAINE 20 IN 25 IN 26
 J. G. HOOK & DESIGN (ANCHOR)

REMARKS:
 MEXICO 25
 04577077 1 TANGO
 CLASS: IN 25
 GOODS: CLOTHING, FOOTWEAR, & HEADWEAR

REMARKS:
 U. S. A. 25
 04577077 1 TANGO
 CLASS: IN 25
 GOODS: MEN'S NECKWARE

REMARKS:
 MEXICO 25
 04577084 1 TANGO BY MAX RAAB
 CLASS: IN 25
 GOODS: ALL GOODS IN CLASS 25

REMARKS:
 U. S. A. 3 IN 14
 04577088 TANGO BY MAX RAAB
 CLASS: IN 14
 GOODS: 3-PERFUMES, COLOGNES, TOILET WATERS & COSMETICS: 10--JEWELRY
 A WHIST WATCHES

REMARKS:
 U. S. A. 25
 04577088 3 TANGO BY MAX RAAB
 CLASS: IN 25
 GOODS: MEN'S CLOTHING - SHOES: WOMEN'S CLOTHING - HATS, CAPS, SUITERS, SCARVES, SHOES, BELTS, SUSPENDERS, SLEEVEWEAR, LINEN, GIERIE, ROBES, SHIRTS, BLOUSES, JACKETS, DRESSES, JUMPERS, SKIRTS, PANTS AND SHORTS

REMARKS:
 U. S. A. 25
 04577097 1 BEARS MEGEE & DESIGN OF MNR
 CLASS: IN 25
 GOODS: MEN'S, WOMEN'S & CHILDREN'S PANTS, SHORTS, SKIRTS, DRESSES, JUMPERS, SHIRTS, BLOUSES, VESTS, JACKETS, COATS, HATS, CAPS, SUITERS, SCARVES, SHOES, UNDERWEAR, BELTS, SUSPENDER SLEEPWEAR, LINGERIE, ROBES, SWIMWEAR

DATES: 26JUL1996
 REG. DT: 31837/96
 STATUS: FILED
 ACTIONS DUE: EXPIRATION DATE: 96061455
 REG. DT: 96061455
 STATUS: FILED

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: S. BOLTON & SONS
 APP. DT: 21JUL1996
 REG. DT: 96061455
 STATUS: FILED
 ACTIONS DUE: EXPIRATION DATE: 96061455
 REG. DT: 96061455
 STATUS: FILED

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: INTERNATIONAL PATENTS & TRADEMARKS
 APP. DT: 14SEP1993
 REG. DT: 179064
 STATUS: FILED
 ACTIONS DUE: EXPIRATION DATE: 179064
 REG. DT: 179064
 STATUS: FILED

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: GOMEZ-MAQUEO JALIFE & COMPANY
 APP. DT: 05AUL1996
 REG. DT: 144935
 STATUS: FILED
 ACTIONS DUE: EXPIRATION DATE: 144935
 REG. DT: 144935
 STATUS: FILED

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: GOMEZ-MAQUEO JALIFE & COMPANY
 APP. DT: 14SEP1993
 REG. DT: 179065
 STATUS: FILED
 ACTIONS DUE: EXPIRATION DATE: 179065
 REG. DT: 179065
 STATUS: FILED

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: GOMEZ-MAQUEO JALIFE & COMPANY
 APP. DT: 07JUL1991
 REG. DT: 181925
 STATUS: FILED
 ACTIONS DUE: EXPIRATION DATE: 181925
 REG. DT: 181925
 STATUS: FILED

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: GOMEZ-MAQUEO JALIFE & COMPANY
 APP. DT: 26JUL1993
 REG. DT: 417039
 STATUS: FILED
 ACTIONS DUE: EXPIRATION DATE: 417039
 REG. DT: 417039
 STATUS: FILED

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: GOMEZ-MAQUEO JALIFE & COMPANY
 APP. DT: 20AUG1994
 REG. DT: 519065
 STATUS: FILED
 ACTIONS DUE: EXPIRATION DATE: 519065
 REG. DT: 519065
 STATUS: FILED

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT: GOMEZ-MAQUEO JALIFE & COMPANY
 APP. DT: 20AUG1994
 REG. DT: 519065
 STATUS: FILED
 ACTIONS DUE: EXPIRATION DATE: 519065
 REG. DT: 519065
 STATUS: FILED

MASTER FILE REPORT

PCMASTER REPORTER

26JUN1998 9 31

PAGE: 4

TRADEMARK PROPERTY REPORT FOR JUNE 98

TRADEMARK

COUNTRY: DOCKET NO:
 U. S. A. 25 04577169 J. G. HOOK ELEMENTS
 CLASSES: IN 14
 GOODS: JEWELRY AND WATCHES

REG. NO: 157374
 REG. DT: 28A01996
 ACTIONS DUE: INTENT USE

REMARKS:
 U. S. A. 25 04577166 J. G. HOOK COLLECTION
 CLASSES: IN 25
 GOODS: WOMEN'S CAREER SPORTSWEAR

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT:
 REG. DT: 23J11997
 ACTIONS DUE: EXPIRATION DATE:
 STATUS: FILED
 REG. NO: 329063
 REG. DT: 23J11997

REMARKS:
 U. S. A. 25 04577167 J. G. HOOK CASUALS
 CLASSES: IN 25
 GOODS: LADIES KNIT AND WOVEN SHIRTS, BLOUSES, TANK TOPS, TEE SHIRTS
 SKIRTS, SHORTS, SLACKS, SWEATERS & SWEATSHIRTS

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT:
 REG. DT: 17N01997
 ACTIONS DUE: EXPIRATION DATE:
 STATUS: FILED
 REG. NO: 390875
 REG. DT: 17N01997

REMARKS:
 U. S. A. 25 04577168 BARNEGAT DAY & DESIGN
 CLASSES: IN 25
 GOODS: SWEATERS, F. DRESSES

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT:
 REG. DT: 27J11998
 ACTIONS DUE: INTENT USE
 STATUS: FILED
 REG. NO: 424452
 REG. DT: 27J11998

REMARKS:
 U. S. A. 25 04577169 BARNEGAT BAY BY J. G. HOOK & DESIGN
 CLASSES: IN 25
 GOODS: CLOTHING, SKIRTS, BLOUSES, SHIRTS, SHORTS, PANTS, BLAZERS,
 JACKETS, SWEATERS, & DRESSES

OWNER: J. G. HOOK INC.
 CLIENT: J. G. HOOK INC.
 AGENT:
 REG. DT: 27J11998
 ACTIONS DUE: INTENT USE
 STATUS: FILED
 REG. NO: 424161
 REG. DT: 27J11998

REMARKS:
 U. S. A. 25 04577169 BARNEGAT BAY BY J. G. HOOK & DESIGN
 CLASSES: IN 25
 GOODS: CLOTHING, SKIRTS, BLOUSES, SHIRTS, SHORTS, PANTS, BLAZERS,
 JACKETS, SWEATERS, & DRESSES

SCHEDULE I

LICENSES

1. **American Fabrics Company** (September 12, 1997)
2. **American Textile, Inc.** (September 19, 1997)
3. **Antigua Mills** (December 1, 1996)
4. **Bassett Furniture Industries, Inc.** (June 1, 1994)
Letter of August 11, 1997
5. **Baum Brothers Imports, Inc.** (August 22, 1997)
Letter of October 7, 1997
Letter of October 7, 1997
6. **Biltwell Company, Inc.** (May 1, 1989)
Letter of March 13, 1991
First Amendment to License Agreement dated April 5, 1991
Trademark License Agreement effective from November 1, 1995
Letter of December 29, 1995
7. **Butterick Fashion Marketing Company** (June 23, 1983)
First Amendment dated June 23, 1983
Letter of February 28, 1985
Letter of October 21, 1996
8. **Celebration Trading, Inc.** (March 10, 1997)

9. **C-Life Group, Ltd.** (June 1, 1995)
 Letter of July 2, 1996
 Letter of February 26, 1998
10. **Contempo Division of Beach Products Division of Penn Corporation** (November 30, 1984)
 Amendment of April 12, 1996
 Letter of July 31, 1996
 Letter of November 13, 1996
 Amendment of March 1, 1997
 Amendment of March 13, 1997
 Amendment of May 7, 1997
 Letter of May 23, 1997
11. **Darlene Jewelry Mfg. Co., Inc.** (November 15, 1995)
 Letter of November 17, 1995
 Letter of August 8, 1996
12. **ET-AL, Inc.** (November 1, 1993)
 Letter of February 3, 1994
 Letter of July 28, 1996
 Letter of November 13, 1996
13. **Essex Mfg. Co., Inc.** (June 1, 1992)
 First Amendment to License Agreement of March 10, 1993
 Letter of July 5, 1994
 Letter of October 14, 1997
 Letter of September 19, 1995
14. **European Fashions Corp.** (July 1, 1993)
 Letter of December 20, 1996
15. **Famous Neckwear Manufacturing Inc.** (January 1, 1997)
16. **Faribault Woolen Mill Co.** (September 1, 1993)
 Letter of November 7, 1995
17. **Fashion Point Accessories, Inc.** (August 1, 1996)
 Letter of May 18, 1998

18. **General Nitewear Corp.** (October 1, 1996)
Letter of August 21, 1997
Letter of September 4, 1997
19. **Group III International, Ltd.** (May 1, 1994)
Letter of August 14, 1997
20. **H.I.S. International Corp.** (June 1, 1998)
21. **Hollander Home Fashions Corp.** (October 1, 1995)
Letter of July 21, 1997
Letter of March 4, 1998
Letter of May 14, 1998
22. **Holt Hosiery Mills, Incorporated** (February 22, 1991)
Amendment dated March 26, 1991
Letter of August 5, 1992
Letter of October 4, 1993
Letter of March 28, 1994
Letter of June 29, 1995
Letter of June 21, 1996
Letter of June 21, 1996
Letter of April 10, 1997
May 27, 1998
23. **Huffman Hosiery Marketing, Inc.** (November 21, 1996)
Letter of November 19, 1996
Letter of November 19, 1996
Letter of November 26, 1996
24. **Jupiter California Ltd.** (January 1, 1997)
25. **Kimberly, L.L.C.** (November 1, 1993)
Letter of January 10, 1994
Letter of December 5, 1994
Letter of January 17, 1997
Letter of July 29, 1997
Letter of June 24, 1998

26. **Knight Textile Corporation** (April 1, 1992)
Letter of March 31, 1992
Letter of February 21, 1995
Memo of March 8, 1995
27. **Leonard K. Lavin Co.** (May 1, 1996)
Letter of June 2, 1998
28. **The Levy Group** (November 8, 1995)
Guaranty of November 8, 1995
Settlement Agreement of January 14, 1996
Letter of April 2, 1996
Letter of April 4, 1996
Guaranty and Suretyship Agreement of January 6, 1997
Resolutions of January 14, 1997
29. **Lucky Winner, Inc.** (April 1, 1997)
30. **Maxwell Shoe Company, Inc.** (April 1, 1997)
Letter of May 26, 1998
31. **MBP Neckwear Corp.** (June 15, 1998)
Letter of June 12, 1998
32. **New World Traders Inc.** (November 20, 1996)
33. **New World Traders Inc.** (December 20, 1996)
Letter of October 23, 1997
34. **Nissho Iwai Textile (U.S.A.), Inc.** (July 1, 1997)
Letter of July 7, 1997
Addendum dated August 5, 1997
Letter of February 2, 1998

35. **Nouveau Eyewear (Aptaker Co., Inc.)** (March 26, 1990)
 First Amendment dated July 27, 1993
 Letter of August 16, 1993
 Letter of March 29, 1996
 Letter of April 9, 1996
 Agreement of February 18, 1997
 Letter of February 24, 1997
 Letter of March 4, 1997
 Letter of March 4, 1997
 Letter of April 29, 1997
 Letter of June 9, 1998
36. **Novastar Enterprise Corp. of N.Y.** (November 1, 1997)
37. **Pan Oceanic Eyewear Ltd.** (April 1, 1997)
38. **Retrospectiva, Inc.** (December 1, 1997)
39. **Ring-A-Levio, Inc.** (September 29, 1997)
40. **San Brushardi, Inc.** (October 1, 1997)
 Letter of May 28, 1998
 Letter of July 2, 1998
41. **San Brushardi, Inc.** (June 24, 1992)
 Letter of June 24, 1992
 Letter of January 4, 1993
 Letter of August 19, 1994
 Letter of November 11, 1996
 Letter of December 3, 1996
 Letter of May 28, 1998
 Letter of July 2, 1998
42. **Shelter Island, Inc.** (January 27, 1998)
 Letter of February 10, 1998
43. **Sugar Plum Inc.** (August 1, 1996)
 Letter of September 3, 1996
 Letter of October 13, 1997
44. **Sutton Kaufman Apparel Ltd.** (April 23, 1998)
 Letter of April 22, 1998

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 Letter of April 22, 1998

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

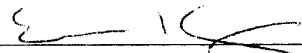
KNOW ALL MEN BY THESE PRESENTS, that J.G. Hook Group, LLC a limited liability company formed under the laws of New York, with its principal office at 70 West 40th Street, N.Y. (hereafter called "Borrower"), pursuant to a Trademark Collateral Security Agreement, dated the date hereof (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes COMMERCIAL BANK OF NEW YORK, a New York corporation, with offices at 320 Park Avenue, New York, New York 10022 (hereafter called the "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;


2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Security Agreement, dated as of July 25, 1998, between Borrower and Lender and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

J.G. HOOK GROUP, LLC

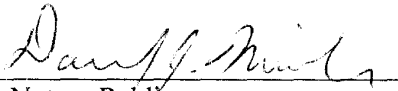
By: 
Title: Member

J.G. HOOK GROUP, LLC

By: 
Title: Member

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 15th day of July, 1998, before me personally came Steven Wax and Eric King, to me known, who, being by me duly sworn, did depose and say that they are the MANAGER and MANAGER of J.G. Hook, LLC, the limited liability company described in and which executed the foregoing instrument; and that they signed their name thereto by order of the Managers of said limited liability company.


Notary Public

DAVID J. MINDER
Notary Public, State of New York
No. 40751127
Office: 100 South Street
New York, New York 10038
Commission Expires: 07/21/2001