

08-27-1998



100802999
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

MRD

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
06261998

Name Ex Officio, Inc.

Formerly Desar, Inc.

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization Washington

Receiving Party

Mark if additional names of receiving parties attached

Name Fremont Financial Corporation

DBA/AKATA _____

Composed of _____

Address (line 1) 2020 Santa Monica Boulevard

Address (line 2) Suite 500

Address (line 3) Santa Monica CA 90404-2023

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other _____

Citizenship/State of Incorporation/Organization California

FOR OFFICE USE ONLY

06/25/1998 TT0011 00000126 1B40000
01 FC:481 40.00 OP
02 FC:482 125.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 1774 FRAME: 0351

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75246158"/>	<input type="text" value="75387604"/>	<input type="text"/>	<input type="text" value="1840000"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75246165"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1896987"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75295291"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

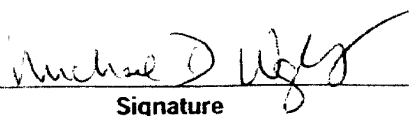
Authorization to charge additional fees:

Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing


Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as the same may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement") is made as of June 26, 1998, by and between **EX OFFICIO, INC.**, a Washington corporation ("Borrower"), and **FREMONT FINANCIAL CORPORATION**, a California corporation ("Fremont").

WITNESSETH:

WHEREAS, Borrower and Fremont have entered into a certain Loan and Loan Agreement dated as of June 26, 1998 (together with any riders, addenda, extensions, supplements, amendments or modifications to or in connection therewith, the "Loan Agreement"), pursuant to which Fremont has agreed, subject to certain conditions precedent, to make, or cause to be made, loans and other financial accommodations to Borrower from time to time; and

WHEREAS, Fremont has required Borrower to execute and deliver this Agreement (i) in order to secure the prompt and complete payment, observance and performance of all of the "Obligations" (as defined in the Loan Agreement) and (ii) as a condition precedent to any extension of credit under the Loan Agreement;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby agrees as follows:

1. Defined Terms

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

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

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrower hereby grants to Fremont a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Borrower's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Borrower's business symbolized by the foregoing and connected therewith, and (v) all of Borrower's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark

applications, together with the items described in clauses (i)-(v) in this Section 3(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party, whether Borrower is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Borrower and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

4. Restrictions on Future Agreements. Borrower will not, without Fremont's prior written consent, (a) enter into any trademark license agreements except license agreements (including, without limitation, licenses to use the Trademarks in a foreign jurisdiction or as part of a foreign distributorship arrangement) entered into in the ordinary course of its business consistent with past practices and containing such additional provisions to protect Fremont's interest hereunder as Fremont may from time to time request or (b) take any action, or permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect adversely affect the validity or enforcement of the rights transferred to Fremont under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Borrower represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by Borrower, (b) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which Borrower is the licensee or licensor and (c) except for Liens permitted under the Loan Agreement, no currently effective Liens on such Trademarks and Licenses have been granted by Borrower to any Person other than Fremont. If, prior to the termination of this Agreement, Borrower shall (i) obtain rights to any new trademarks, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of Section 3 above shall automatically apply thereto. Borrower shall give to Fremont written notice of the events described in clauses (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Borrower hereby authorizes Fremont to modify this Agreement unilaterally (i) by amending Schedule A to include any future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and by amending Schedule B to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under Section 3 above or under this Section 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. Borrower hereby agrees that the use by Fremont of the Trademarks and Licenses as authorized hereunder in connection with Fremont's exercise of its rights and remedies under Section 14 or under the Loan Agreement shall be coextensive with Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Fremont to Borrower.

7. Quality Control, Further Assignments and Security Interests. Upon the occurrence and during the continuance of an Event of Default, Borrower agrees that Fremont, or a conservator appointed by Fremont, shall have the right to establish such reasonable additional product quality controls as Fremont or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Borrower agrees (a) not to sell or assign its interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Fremont, except for licenses permitted under Section 4 above and (b) not to change in a manner

adverse to Fremont the quality of such products in any material respect without Fremont's prior and express written consent.

8. Nature, Continuation and Termination of Fremont's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been fully repaid and performed and the Loan Agreement has been terminated. When this Agreement has terminated, Fremont shall promptly execute and deliver to Borrower, at Borrower's expense, all termination statements and other instruments as may be necessary or proper to terminate Fremont's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Fremont pursuant to this Agreement or the Loan Agreement.

9. Duties of Borrower. Borrower shall have the duty, to the extent desirable in the normal conduct of Borrower's business, to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks, and (b) make application for trademarks or service marks. Borrower further agrees (x) not to abandon (i) without the prior written consent of Fremont, any of the following Trademarks: Ex Officio®, Ex Officio landscape logo artwork®, Ex Officio "Ex-O-Man" logo artwork®, Baja Plus™ Shirt, Air Strip™ Shirt, Amphi-Pant™, Amphi-Short™, Traveling Convertible Pant™ and Traveling Convertible Jacket™, (ii) without the prior written consent of Fremont, any other material Trademark or material License with respect to which Borrower is the licensee or (iii) any other Trademark or License except in the ordinary course of business consistent with past practice, and (y) to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Borrower's business. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Fremont shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, Fremont shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but Fremont may do so at its option upon the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrower and shall be added to the Obligations secured hereby.

10. Fremont's Right to Sue. From and after the occurrence of an Event of Default, Fremont shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Fremont shall commence any such suit, Borrower shall, at the request of Fremont, do any and all lawful acts and execute any and all proper documents required by Fremont in aid of such enforcement. Borrower shall, upon demand, promptly reimburse Fremont, to the extent provided in the Loan Agreement, for all out-of-pocket costs and expenses incurred by Fremont in the exercise of its rights under this Section 10 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Fremont).

11. Waivers. Fremont's failure, at any time or times hereafter, to require strict performance by Borrower of any provision of this Agreement shall not waive, affect or diminish any right of Fremont thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Borrower and Fremont have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Borrower contained in this Agreement shall be deemed to have been suspended or waived by Fremont unless such suspension or waiver is in writing signed by an officer of Fremont and directed to Borrower specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this 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 hereof, 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.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Sections 3 and 5 hereof or by a writing signed by the parties hereto.

14. Power of Attorney; Cumulative Remedies. Borrower hereby irrevocably designates, makes, constitutes and appoints Fremont (and any of Fremont's officers, employees or agents designated by Fremont) as

Borrower's true and lawful attorney-in-fact, and Fremont, or Fremont's agent, may, without notice to Borrower and in either Borrower's or Fremont's name, but at the cost and expense of Borrower, at such time or times as Fremont in its sole discretion may determine: (i) to endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Fremont in the use of, or the creation, perfection or priority of Fremont's security interest in, the Trademarks or the Licenses, (ii) at any time that an Event of Default has occurred and is continuing, to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) at any time that an Event of Default has occurred and is continuing, grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) do all other acts and things necessary, in Fremont's determination, to fulfill Borrower's obligations under this Agreement and the other Loan Documents. The appointment of Fremont as Borrower's attorney-in-fact and each and every one of Fremont's rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully repaid and performed and the Loan Agreement has been terminated. Borrower acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Fremont under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Fremont shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by Fremont to exercise any of its remedies under Section 9504 or Section 9505 of the Uniform Commercial Code as in effect in any applicable jurisdiction with respect to the Trademarks and Licenses, Borrower agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Fremont or any transferee of Fremont and to execute and deliver to Fremont or any such transferee all such agreements, documents and instruments as may be necessary and permissible, in Fremont's sole discretion, to effect such assignment, conveyance and transfer. All of Fremont's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Loan Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Fremont may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement and any of the other Loan Documents.

15. Successors and Assigns. This Agreement shall be binding upon Borrower and its successors and assigns, and shall inure to the benefit of Fremont and its nominees, successors and assigns. Borrower's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrower; provided, however, that Borrower shall not voluntarily assign or transfer its rights or obligations hereunder without Fremont's prior written consent.

16. CHOICE OF LAW AND VENUE. THE VALIDITY OF THIS AGREEMENT, ITS CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT AND THE RIGHTS OF THE PARTIES HERETO SHALL BE DETERMINED UNDER, GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF CALIFORNIA.

THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS AGREEMENT SHALL BE TRIED AND LITIGATED ONLY IN THE STATE COURTS LOCATED IN THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, THE FEDERAL COURTS WHOSE VENUE INCLUDES THE COUNTY OF LOS ANGELES, STATE OF CALIFORNIA, OR, AT THE SOLE OPTION OF FREMONT, IN ANY OTHER COURT IN WHICH FREMONT SHALL INITIATE LEGAL OR EQUITABLE PROCEEDINGS AND WHICH HAS SUBJECT MATTER JURISDICTION OVER THE MATTER IN CONTROVERSY. THE PARTIES EXPRESSLY SUBMIT AND CONSENT IN ADVANCE TO SUCH JURISDICTION IN ANY ACTION OR PROCEEDING COMMENCED IN ANY SUCH COURT, AND THE PARTIES HEREBY WAIVE ANY OBJECTION WHICH EITHER MAY HAVE BASED UPON LACK OF PERSONAL JURISDICTION AND HEREBY CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY ANY SUCH COURT. FURTHERMORE, BORROWER AND FREMONT EACH WAIVES, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF "FORUM NON CONVENIENS" OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 16.

17. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

18. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. **WAIVER OF JURY TRIAL. BORROWER AND FREMONT HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. BORROWER AND FREMONT REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

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

EX OFFICIO, INC.

By: 

Print Name: JOSEPH A. BOLDAN

Capacity/Title: CHAIRMAN / CEO

FREMONT FINANCIAL CORPORATION

By: 

Print Name: Dana G. Faraj

Capacity/Title: Assistant Vice President

TRADEMARK SECURITY AGREEMENT DATED AS OF JUNE 26, 1998

ACKNOWLEDGMENT BY BORROWER BEFORE NOTARY PUBLIC

STATE OF WA)
) ss.
COUNTY OF KING)

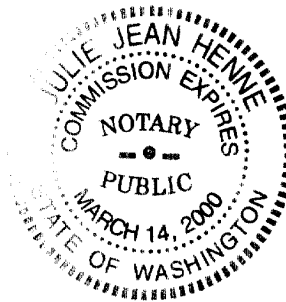
On August 5, 1998, before me, Joseph A Boldan, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument as CHAIRMAN/CEO of EX OFFICIO, INC., a Washington corporation, and acknowledged to me that he executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal

Signature: Julie Jean Henne

My Commission Expires: 3/14/2000
(Seal)

Address: 1419 ELLIOTT AVE W.
City/State/Zip: SEATTLE WA 98119



ACKNOWLEDGMENT BY FREMONT BEFORE NOTARY PUBLIC

STATE OF CALIFORNIA)
) ss.
COUNTY OF Los Angeles)

On August 7, 1998, before me, Tracy Garrett, personally appeared Dana Farray, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument as Assistant Vice President of FREMONT FINANCIAL CORPORATION, a California corporation, and acknowledged to me that She executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature: Tracy Garrett
My Commission Expires: 7-6-01
(Seal)



Address: 2020 Santa Monica
City/State/Zip: Santa Monica, CA 90404

:\ODM\1\PCDOCS\LOSANGELES\95929\3

Schedule A
to
Trademark Security Agreement

Dated as of June 26, 1998

Registered Trademarks

None, except:

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Man Design	June 14, 1994	1,840,000
EX OFFICIO	May 30, 1995	1,896,987

Trademark and Service Mark Applications

None, except:

<u>Trademark</u>	<u>Application Date</u>	<u>Serial No.</u>
EXO and Design	February 24, 1997	75/246,158
EX and Design	February 24, 1997	75/246,165
EX and Design	May 20, 1997	75/295,291
TO SEE THE WORLD IN	November 10, 1997	75/387,604

Other Domestic Trademarks

Baja Plus™ Shirt	Adventurer™
Air Strip™ Shirt	Paragon Plus™
Pack Saddle™ Shirt	Drylite™
Amphi-Pant™	Nycoti™
Amphi-Short™	Weather Weave™
Traveling Convertible Pant™	Travelon™
Traveling Convertible Jacket™	Exemplar™
Explorer Pant™	Air Weave™
Explorer Short™	Tarmac Twill™

Foreign Trademarks

See attached.

Schedule B
to
Trademark Security Agreement

Dated as of June 26, 1998

License Agreements

None, except: