

1. Additional Names of Conveying Parties:

Hanover Direct, Inc.
1500 Harbor Boulevard
Weehawken, New Jersey 07087

Corporation - State of Delaware

Scandia Down Corporation
1500 Harbor Boulevard
Weehawken, New Jersey 07087

Corporation - State of Delaware

Aegis Safety Holdings, Inc.
1500 Harbor Boulevard
Weehawken, New Jersey 07087

Corporation - State of Delaware

Company Store Holdings, Inc.
1500 Harbor Boulevard
Weehawken, New Jersey 07087

Corporation - State of Delaware

Austad Holdings, Inc.
1500 Harbor Boulevard
Weehawken, New Jersey 07087

Corporation - State of Delaware

4A. Trademark Application Nos.

B. Trademark Registration Nos.

75/353,898
75/481,109
75/433,065
75/453,593
75/406,722
76/685,669
75/285,235
75/208,182
75/462,705
75/481,110
75/474,697
75/528,265
75/461,968
75/501,411
75/499,382
75/499,381
75/501,410
75/501,408
75/503,072
75/503,396
75/474,678
75/474,674
75/507,438
75/524,481
75/464,229
75/498,551
75/528,629

2,104,867
2,059,181
2,109,919
2,027,155
2,047,950
2,069,412
2,009,509
1,965,862
2,094,622
2,084,136
2,110,467
1,697,698

**SECOND AMENDMENT
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

SECOND AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, made as of this 30th day of September, 1998, by and among HANOVER CATALOG HOLDINGS, INC., a Delaware corporation, HANOVER DIRECT, INC., a Delaware corporation, SCANDIA DOWN CORPORATION, a Delaware corporation, AEGIS SAFETY HOLDINGS, INC., a Delaware corporation, and COMPANY STORE HOLDINGS, INC., a Delaware corporation, AUSTAD HOLDINGS, INC., a Delaware corporation (each individually a "Debtor" and collectively, "Debtors") and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, successor by merger to Congress Financial Corporation, a California corporation ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement (as defined below) shall have the meaning given to such terms in the Trademark Security Agreement.

W I T N E S S E T H:

WHEREAS, Debtors and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated November 14, 1995, as amended by First Amendment to Trademark Collateral Assignment, dated February 22, 1996, (the "Trademark Security Agreement"); and

WHEREAS, Debtors have notified Secured Party that certain Debtors have filed additional applications for, or have registered, certain trademarks with the U.S. Patent and Trademark Office, and that Debtors have entered into certain licenses with certain of its affiliates; and

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtors have, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtors, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Agreement, Debtors have agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors hereby agree as follows:

1. Amendments to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

2. Amendments to Exhibit B. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit B to Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the trademarks described in Exhibit B attached hereto.

3. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

IN WITNESS WHEREOF, each Debtor and Secured Party have executed this Agreement as of the day and year first above written.

HANOVER CATALOG HOLDINGS, INC.

By: William C. Kingford

Title: VP

HANOVER DIRECT, INC.

By: William C. Kingford

Title: VP

[SIGNATURES CONTINUED ON NEXT PAGE]

SCANDIA DOWN CORPORATION

By: William C. Kingford

Title: VP

AEGIS SAFETY HOLDINGS, INC.

By: William C. Kingford

Title: VP

COMPANY STORE HOLDINGS, INC.

By: William C. Kingford

Title: VP

AUSTAD HOLDINGS, INC.

By: William C. Kingford

Title: VP

CONGRESS FINANCIAL CORPORATION

By: Janet Hart

Title: 1st VP

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

On this 2nd of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice president of HANOVER CATALOG HOLDINGS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne
Notary Public
JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2000

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

On this 2nd day of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice President of HANOVER DIRECT, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne
Notary Public
JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2000

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

On this 2nd day of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice President of SCANDIA DOWN CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne
Notary Public
JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2000

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

On this 2nd day of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice President of AEGIS SAFETY HOLDINGS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne
Notary Public

JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2002

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

On this 2nd day of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice President of COMPANY STORE HOLDINGS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne
Notary Public

JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2002

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

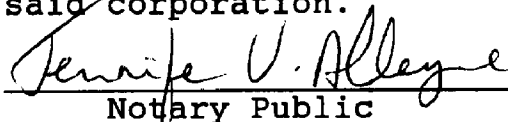
On this 2nd day of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice President of AUSTAD HOLDINGS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne
Notary Public

JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2002

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

On this 2nd day of October, 1998, before me personally came Janet S. Last to me known, who, being duly sworn, did depose and say, that she is^{is} the Vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.



Notary Public

JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2000

**EXHIBIT A
TO SECOND AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SCHEDULE OF TRADEMARKS

A-2 Aegis Safety Holdings, Inc.

A-3 Austad Holdings, Inc.

A-4 Company Store Holdings, Inc.

A-5 Hanover Catalog Holdings, Inc.

A-6 Hanover Direct, Inc.

Trademark Owner: AEGIS SAFETY HOLDINGS, INC.

<u>Mark</u>	<u>Country</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Affidavit/ Renewal Date</u>
THE SAFETY ZONE and Design	Australia	644,723	11/04/94	11/04/04
HOME, SAFE HOME	Canada	721,498		Application
THE SAFETY ZONE and Design	New Zealand	243,393		Application

Trademark Owner: AUSTAD HOLDINGS, INC.

<u>Mark</u>	<u>Country</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Affidavit/ Renewal Date</u>
AUSTAD'S	USA	2,104,867	10/14/97	10/14/03
HILLSIDER	USA	75/353,898		Application
Austad's Golfer Logo	USA	2,059,181	5/6/97	05/06/03
TI POWER	USA	2,109,919	10/28/97	10/28/03
AFTER 18	USA	75/481,109		Application
AVALANCHE	USA	75/433,065		Application
TROUBLE LIES	USA	75/453,593		Application
HILLSIDER	Japan			Application
Austad's Golfer Logo	Japan			Application
AUSTAD'S	Japan	2,419,654		09/30/02
Austad's Golfer Logo (old)	Japan	2,461,329		08/23/03

Trademark Owner: COMPANY STORE HOLDINGS, INC.

<u>Mark</u>	<u>Country</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Affidavit/ Renewal Date</u>
THE COMPANY STORE	Canada	380,605	3/1/91	03/01/06
THE COMPANY STORE	Japan	2,001,556	11/20/97	11/20/07

Trademark Owner: HANOVER CATALOG HOLDINGS, INC.

<u>Mark</u>	<u>Country</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Affidavit/ Renewal Date</u>
SOFTESSENCE	USA	75/406,722		Application
CLEARANCE WORLD	USA	2,027,155	12/31/96	12/31/02
COTTON BRILLIANCE	USA	2,047,950	3/25/97	03/25/03
CREATE-A-PATH	USA	74/685,669		Application
ENCHANTMENTS	USA	2,069,412	6/10/97	06/10/03
HALL OF HANOVER	USA	2,009,509	10/22/96	10/22/03
MAKING A STATEMENT	USA	1,965,862	4/2/96	04/02/02
SLEEPY TEES	USA	2,094,622	9/9/97	09/09/03
WOMEN GIVING BACK	USA	2,084,136	7/29/97	07/29/03
STUDIO COLLECTION	USA	75/285,235		Application
AMERICA'S AUTHORITY IN HOME FASHIONS	USA	75/208,182		Application
THE SHOPPING EDGE	USA	75/462,705		Application
COMFORT BY DESIGN	USA	75/481,110		Application
THE SHOPPER'S EDGE	USA	75/474,697		Application
TCS	USA	75/528,265		Application
PRODUCTIVITY PILLOW	USA	75/461,968		Application
KIDCALE	USA	75/501,411		Application

<u>Mark</u>	<u>Country</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Affidavit/ Renewal Date</u>
LOUNGE-A-ROUND	USA	75/499,382		Application
ST. TROPEZ	USA	75/499,381		Application
COMPANY COTTON	USA	75/501,410		Application
COMPANY TOTS	USA	75/501,408		Application
COMPANY KIDS	USA	75/503,072		Application
COMPANY TABLE	USA	75/503,396		Application
SILHOUETTES SPA	USA	75/474,678		Application
STYLE BEYOND SIZE	USA	75/474,674		Application
THE SOCK	USA	75,507,438		Application
CONTOUR	USA	75/524,481		Application
THERMATILES	USA	2,110,467	11/4/97	11/04/03
LIMITED QUANTITIES, UNLIMITED STYLE	USA	75/464,229	Application	
NETSAVE	USA	75/498,551	Application	
KEYSTONE FULFILLMENT	USA	75/528,629	Application	
SMYTHE & CO	Japan	2,558,667	7/30/93	07/30/03
SMYTHE & CO	Japan	2,565,944	8/31/93	08/31/03
SMYTHE & CO	Japan	2,612,403	12/24/93	12/24/03
TWEEDS	U.S.A.	1,697,698	6/30/92	6/30/02
TWEEDS	Japan	2,558,666	7/30/93	07/30/03
TWEEDS	Japan	19917/91	Application	

<u>Mark</u>	<u>Country</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Affidavit/ Renewal Date</u>
TWEEDS Logo	Japan	93443/1996	Application	
TWEEDS Logo	Japan	93444/1996	Application	
TWEEDS Logo	Japan	93445/1996	Application	
TWEEDS INC.	Japan	93446/1996	Application	
TWEEDS INC.	Japan	93447/1996	Application	
TWEEDS INC.	Japan	93448/1996	Application	

Trademark Owner: HANOVER DIRECT, INC.

<u>Mark</u>	<u>Country</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Affidavit/ Renewal Date</u>
DOMESTICATIONS	Canada	443,806	6/16/95	06/16/10
DOMESTICATIONS	New Zealand	220,587	6/17/92	08/13/99
DOMESTICATIONS	New Zealand	220,558	8/13/92	08/13/99

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**EXHIBIT B
TO SECOND AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SCHEDULE OF LICENSES

<u>Schedule</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Licensee Agreement Dated</u>	<u>Expiration Date</u>
B-1	Aegis Safety Holdings, Inc.	Aegis Retail Corp.	5/19/88	Perpetual
B-2	Aegis Safety Holdings, Inc.	Aegis Catalog Corp.	8/16/91	Perpetual
B-3	Company Store Holdings, Inc.	Hanover Company Store, LLC	11/6/95	Perpetual
B-4	Hanover Catalog Holdings, Inc.	Brawn of California, Inc.		
B-5	Hanover Catalog Holdings, Inc.	Hanover Company Store, LLC		
B-6	Hanover Catalog Holdings, Inc.	Hanover Direct, Inc.		
B-7	Hanover Catalog Holdings, Inc.	Hanover Direct Pennsylvania, Inc.		Perpetual
B-8	Hanover Catalog Holdings, Inc.	Domestications, LLC		
B-9	Hanover Direct, Inc.	Tweeds, LLC	6/15/94	Perpetual
B-10	Hanover Catalog Holdings, Inc.	LWI Holdings, Inc.		
B-11	Hanover Catalog Holdings, Inc.	Tweeds, LLC		
B-12	Scandia Down Corporation	See Schedule		

<u>Schedule</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Licensee Agreement Dated</u>	<u>Expiration Date</u>
B-13	Hanover Catalog Holdings, Inc.	Colonial Garden Kitchens, Inc.		
B-14	Hanover Catalog Holdings, Inc.	Silhouettes, LLC		

SCHEDULE B-1

Aegis Safety Holdings, Inc./Aegis Retail Corp.

<u>Trademark</u>	<u>Registration or Serial No.</u>
HOME, SAFE HOME	1,810,230
THE SAFETY ZONE	1,801,200
THE SAFETY ZONE and Design	1,636,432
Zone Markers Design	1,737,245

SCHEDULE B-2

Aegis Safety Holdings, Inc./Aegis Catalog Corp.

<u>Trademark</u>	<u>Registration or Serial No.</u>
THE SAFETY ZONE	1,801,200
Zone Markers Design	1,737,245
THE SAFETY ZONE and Design	1,636,432
HOME, SAFE HOME	1,810,230

SCHEDULE B-3

Company Store Holdings, Inc./Hanover Company Store, LLC

<u>Trademark</u>	<u>Registration or Serial No.</u>
AMERIDOWN	2,032,619
THE COMPANY STORE	1,263,272
THE COMPANY STORE	1,284,377
THE COMPANY STORE'S EUROPEAN GOOSE DOWN	1,770,808
THE COMPANY STORE'S WHITE EUROPEAN DOWN	1,770,809
EXPERIENCE THE VALUE OF QUALITY	1,928,393
PLATINUM WHITE GOOSE DOWN	1,751,917
SNOW WHITE GOOSE DOWN	1,744,102

SCHEDULE B-4

Hanover Catalog Holdings, Inc./Brawn of California, Inc.

<u>Trademark</u>	<u>Registration or Serial No.</u>
CONTOUR	75/524,481
LIMITED QUANTITIES, UNLIMITED STYLE	75/464,229
THE SOCK	75/507,438

SCHEDULE B-5

Hanover Catalog Holdings, Inc./Hanover Company Store, LLC

<u>Trademark</u>	<u>Registration or Serial No.</u>
COMPANY COTTON	75/501,410
COMPANY KIDS	75/503,072
COMPANY TABLE	75/503,396
COMPANY TOTS	75/501,408
LOUNGE-A-ROUND	75/499,382
KIDCALE	75/501,411
PRODUCTIVITY PILLOW	75/461,968
ST. TROPEZ	75/499,381

SCHEDULE B-6

Hanover Catalog Holdings, Inc./Hanover Direct, Inc.

<u>Trademark</u>	<u>Registration or Serial No.</u>
THE SHOPPER'S EDGE	75/474,697
THE SHOPPING EDGE	75/462,705

SCHEDULE B-7

Hanover Catalog Holdings, Inc./Hanover Direct Pennsylvania, Inc.

<u>Trademark</u>	<u>Registration or Serial No.</u>
ADAM YORK	1,892,652
AT HOME WITH STYLE AND VALUE	1,874,384
CLEARANCE WORLD	2,027,155
ENCHANTMENTS	2,069,412
FASHION FAVORITES	1,969,133
FASHION GALAXY	1,408,456
GERTIE GOOSE	1,991,265
HALL OF HANOVER	2,009,509
HANOVER HOUSE	1,431,912
HANOVER SHOP AT HOME	1,481,983
HORN & HARDART	1,654,581
KITCHEN & HOME and Design	1,926,033
MW MATURE WISDOM	1,859,053
MAKING A STATEMENT	1,965,862
MATURE WISDOM	1,389,046
NIGHT 'N DAY INTIMATES	1,417,842
OLD VILLAGE SHOP	1,407,673
PREMIERE CHOICE	1,812,567
PREMIERE EDITIONS	1,728,435
ST SIMPLY TOPS and Design	2,005,581
SIMPLY TOPS	1,839,470

<u>Trademark</u>	<u>Registration or Serial No.</u>
STANCE A WHOLE NEW WAY TO LOOK	1,933,293
TAPESTRY	1,394,017
THE CHELSEA COLLECTION	1,409,392
YOUR SOURCE FOR THE UNIQUE	1,817,228

SCHEDULE B-8

Hanover Catalog Holdings, Inc./Domestications, LLC

<u>Trademark</u>	<u>Registration or Serial No.</u>
COMFORT BY DESIGN	75/481,110
COTTON BRILLIANCE	2,047,950
DOMESTICATIONS	1,384,266
DOMESTICATIONS	1,857,730
SLEEPY TEES	2,094,622
SOFTESSENCE	75/406,722
STUDIO COLLECTION	75/285,235
THE CATALOG THAT BRINGS HOME STYLE	1,910,627
THE COST OF LIVING GRACIOUSLY	1,951,602

SCHEDULE B-9

Hanover Direct, Inc./Tweeds, LLC

<u>Trademark</u>	<u>Registration or Serial No.</u>
ONE 212	1,960,854
ONE 212	1,962,234

SCHEDULE B-10

Hanover Catalog Holdings, Inc./LWI Holdings, Inc.

<u>Trademark</u>	<u>Registration or Serial No.</u>
CREATE-A-PATH	74/685,669
GRO-MATO	2,037,588
IMPROVEMENTS	1,852,742
THERMATILES	2,110,467

SCHEDULE B-11

Hanover Catalog Holdings, Inc./Tweeds, LLC

<u>Trademark</u>	<u>Registration or Serial No.</u>
TWEEDS	1,697,698
WOMEN GIVING BACK	2,084,136

SCHEDULE B-12

Scandia Down Corporation/See attached schedule

<u>Trademark</u>	<u>Registration or Serial No.</u>
ASCENSIA	1,269,223
ETHERIA	1,267,157
Goose Logo	1,250,410
Goose Logo	1,752,601
QUINTESSA	1,276,167
SCANDIA DOWN	1,016,939
SCANDIA DOWN	1,725,746
SCANDIA DOWN SHOPS and Design	1,299,551

SCHEDULE B-12**Scandia Down Corporation**

<u>Licensee</u>	<u>Trademark License Agreement Dated</u>	<u>Expiration Date</u>
Gump's Corporation	2/1/95	2/1/99
Slumber Down Ltd.	2/14/94	2/14/99
New England Down Company	3/7/94	3/7/99
The Matthew Quiat Company	3/18/94	3/18/99
Kelly Jo Enterprises, Inc.	2/14/94	2/14/99
Sellin, Inc.	3/17/94	3/17/99
The Mutual Corporation	3/10/94	3/10/99
Quotia & Lynn Ellison	3/7/94	3/7/99
Kathy Ferando	3/10/94	3/10/99
Guadet Enterprises, Inc.	2/14/94	2/14/99
Intermountain Down, Inc.	2/14/94	2/14/99
Cheri G. Basso	2/14/94	2/14/99
Eric J. Etter	2/15/94	2/15/99
Revada Unlimited, Inc.	2/14/94	2/14/99
Herrick Down Company, Inc.	3/7/94	3/7/99
Sacramento Down Products	2/15/94	2/15/99
Leigh Ann Riley	3/7/94	3/7/99
Nancy Koltes Associates, Inc.	3/1/94	3/1/99
Nancy Koltes Manufacturing, Inc.	3/1/94	3/1/99
Portico Bed & Bath Ltd.	9/12/95	9/12/99

<u>Licensee</u>	<u>Trademark License Agreement Dated</u>	<u>Expiration Date</u>
Gattle's Inc. Cincinnati	5/1/1998	5/2000
Gattle's Inc. Michigan	7/1996	7/1999
Gattle's Inc. Vero Beach	12/1997	12/1999
Elegant Baths of Boca, Inc.	10/1996	10/1998
Silverman Down & Linen Co., Inc.	8/1995	8/1999
Linens by Design, Inc.		
Perlora, Inc.	7/1996	7/1999
South Beach Style, Inc.	1/1998	1/2000
Peaberries Cottage, Inc.	5/1997	5/1999
Pamela Brice dba Domain	5/1997	5/1999
The Linen Tree, Inc. Scottsdale		
The Linen Tree, Inc. Columbus	5/1997	5/1999
The Kitchen & Linen Source, Inc.	3/1998	3/2000
Jan & Dick Stoll	7/1995	7/1999
Grange, Inc.	1/1997	1/1999
Belle Chambre		
The Linen Registry	8/1997	8/1999

SCHEDULE B-13

Hanover Catalog Holdings, Inc./Colonial Garden Kitchens, Inc.

Trademark

**Registration
or Serial No.**

COLONIAL GARDEN KITCHENS

968,358

SCHEDULE B-14

Hanover Catalog Holdings, Inc./Silhouettes, LLC

<u>Trademark</u>	<u>Registration or Serial No.</u>
SILHOUETTES	1,526,821
SILHOUETTES SPA	75/474,678
STYLE BEYOND SIZE	75/474,674