FORM PTO-1594 6 - 10 - 99 RECORDATION FO (Rev. 8-93) OMB No. 0651-0011 (exp. 4/94) Tab settings PP (0. 10.99 TRADEMA	
To the Honorable Commissioner of Patents and Trademarks: F	
Name of conveying party(ies):	Name and address of receiving party(ies)
Gump's Corp. 135 Post Street San Francisco, California 94108	Name: Congress Financial Corporation Internal Address:
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State of California ☐ Other Additional name(s) of conveying party(ies) attached? ☑ Yes ☐ No	Street Address: 1133 Avenue of the Americas City: New York State: N.Y. ZIP: 10036 Individual(s) citizenship Association
3. Nature of conveyance: Assignment	General Partnership Limited Partnership Corporation-State of Delaware Other If assignee is not domiciled in the United States, a domestic representative designations attached: (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?
4. Application number(s) or patent number(s):	
A. Trademark Application No.(s) NONE Additional numbers att	B. Trademark Registration No.(s) 75/524, 482 75/223, 818 tached? D Yes X) No
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name: Otterbourg, Steindler, Houston & Rosen, P.C. Internal Address: Matthew J. Miller, Esq.	7. Total fee (37 CFR 3.41)\$ 65.00 Enclosed Authorized to be charged to deposit account
Street Address: 230 Park Avenue City: New York State: N.Y. ZIP: 10169	8. Deposit account number: N/A (Attach duplicate copy of this page if paying by deposit account)
FC:481 40.00 0P DO NOT US	E THIS SPACE
9. Statement and signature. To the best of my knowledge and belief, the foregoing informathe original document. Helen M. Linehan Name of Person Signing	nation is true and correct and any attached copy is a true copy of the following signature Signature Cover sheet, attachments, and document:

1. ADDITIONAL NAMES OF CONVEYING PARTIES:

HANOVER HOLDING CORP. 1500 Harbor Boulevard Weehawken, New Jersey 07087

Corporation - State of Delaware

BRAWN OF CALIFORNIA, INC. 741 "F" Street San Diego, California 92101

Corporation - State of California

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EXHIBIT A TO FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

SCHEDULE OF TRADEMARKS

A-1 Brawn of California, Inc.

BRMFS1 126823.01

Trademark Owner: BRAWN OF CALIFORNIA, INC.

<u>Mark</u>	Country	Registration/ Serial No.	Registration <u>Date</u>	Affidavit/ Renewal Date
OUTTAKES	USA	75/524,482		Application
CALIFORNIA SPLITS	USA	75/223,818		Application
INTERNATIONAL MALE	Benelux	398,611	2/28/94	02/28/04
AMERICAN VIEW and Design	Canada	411,920	4/30/93	04/30/08
INTERNATIONAL MALE	Canada	306,774	9/6/85	09/06/00
INTERNATIONAL MALE	Canada	414,637	7/16/93	07/16/08
UNDERGEAR	Canada	477,017	5/29/97	05/29/12
INTERNATIONAL MALE	France	1,266,993	3/29/84	03/28/03
INTERNATIONAL MALE, STYLE AS INDIVIDUAL AS YOU	Germany	2,911,077	8/18/95	10/15/04
INTERNATIONAL MALE	Japan	1,860,323	5/30/86	05/30/06
INTERNATIONAL MALE	Mexico	429,194	1/13/93	04/23/02
INTERNATIONAL MALE	Mexico	429,195	1/13/93	04/23/02
TACTICS	Mexico	428,571	12/29/92	04/23/02
UNDERGEAR	Mexico	428,572	12/29/92	04/23/02

A-1

<u>Mark</u>	Country	Registration/ Serial No.	Registration <u>Date</u>	Affidavit/ Renewal Date
INTERNATIONAL MALE	Russia	131650	8/28/95	05/17/04
INTERNATIONAL MALE	Spain	1,062,746		Application

FIRST AMENDMENT

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, made effective as of this 30th day of September, 1998, by and among GUMP'S CORP., a California corporation, HANOVER HOLDING CORP., a Delaware corporation, successor to the merger of The Company Store, Inc. with and into Tweeds, Inc., which changed its name to Hanover Holding Corp., and BRAWN OF CALIFORNIA, INC., a California 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.

WITNESSETH:

WHEREAS, Debtors and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated November 14, 1995, (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.

- 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.
- 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.
- 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.

GUMP'S CORP.

Title: VICE PRESIDENT

HANOVER HOLDING CORP.

Title: //ICE

BRAWN OF CALIFORNIA, INC.

Title: 11108 PRESIDENT

COMPORATION

By:

STATE OF NEW YORK) COUNTY OF NEW YORK)	
On this of May 1999, be	me known, who being duly sworn, he <u>Vice President</u> of GUMP'S in and which executed the e signed his name thereto by
STATE OF NEW YORK) COUNTY OF NEW YORK)	SARCH COUNTY Notary Comment of the coloring Ouality, and the county Commission of the County Sept 4
On this // day of May 1999 William C. Kingsford , to redded depose and say, that he is the HANOVER HOLDING CORP., the corpore executed the foregoing instrument thereto by order of the Board of	ration described in and which ; and that he signed his name
STATE OF NEW YORK) COUNTY OF NEW YORK)	SARAH HEWITT Notary Public, State of New York No. 31-4780160 Qualified in New York County Commission Expires April 19, 199. 1. Sept-Y
William C. Kingsford , to a did depose and say, that he is the OF CALIFORNIA, INC., the corporate executed the foregoing instrument thereto by order of the Board of	tion described in and which t; and that he signed his name

STATE OF NEW YORK)

COUNTY OF NEW YORK)

On this \(\lambda \) day of May 1999, before me personally came Janet S. Last to me known, who being duly sworn, did depose and say, that she 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

MARIA NUNEZ
NOTARY PUBLIC, State of New York
No. 01NU5086952
Qualified in Queens County
Cert. Filed in New York County
Commission Expires Oct. 27, 1999

EXHIBIT B TO FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

SCHEDULE OF LICENSES

			Licensee		
Schedule	Licensor	Licensee	Agreement <u>Dated</u>	Expiration <u>Date</u>	
B-15	Gump's Corp.	Gump's By Mail, Inc.	5/21/93	Perpetual	

BRMFS1 131948.01

SCHEDULE B-15

Gump's Corp./Gump's By Mail, Inc.

<u>Trademark</u>	Registration or Serial No.
GUMP'S	512,182
GUMP'S	515,064
GUMP'S	1,771,023
GUMP'S (Stylized)	506,525
GUMP'S (Stylized)	506,994
GUMP'S (Stylized)	507,389
GUMP'S (Stylized)	513,332
GUMP'S (Stylized)	516,417
GUMP'S (Stylized)	516,418
GUMP'S (Stylized)	523,729
GUMP'S (Stylized)	525,197
GUMP'S (Stylized)	526,051
GUMP'S GALLERY	1,719,091
THE RARE, THE UNIQUE, THE IMAGINATIVE	1,913,986

BRMFS1 126675.01

rterbourg, Steindler, Houston & Rosen, P. C.
June 9, 1999 Page 2
If you have any questions or comments with respect to the enclosures or the foregoing, please us collect at (212) 661-9100.
Thank you for your prompt attention to this matter.
Very truly yours,
OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.
Helen M. Linehan Legal Assistant
Encl. cc: Albert F. Reisman, Esq. Matthew J. Miller, Esq.
Receipt Acknowledged:
By:
Title:

2206-1

RECORDED: 06/10/1999