

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

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

SCHEDULE OF TRADEMARKS

A-1 Brawn of California, Inc.

Trademark Owner: BRAWN OF CALIFORNIA, INC.

<u>Mark</u>	<u>Country</u>	<u>Registration/ Serial No.</u>	<u>Registration Date</u>	<u>Affidavit/ Renewal Date</u>
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

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

FIRST AMENDMENT
TO
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.

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, (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.

GUMP'S CORP.

By: William C. Kingford

Title: VICE PRESIDENT

HANOVER HOLDING CORP.

By: William C. Kingford

Title: VICE PRESIDENT

BRAWN OF CALIFORNIA, INC.

By: William C. Kingford

Title: VICE PRESIDENT

CONGRESS FINANCIAL CORPORATION

By: [Signature]

Title: VP

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

On this 11th of May 1999, 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 GUMP'S
CORP., 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.

Sarah Hewitt

Notary Public

SARAH HEWITT
Notary Public, State of New York
No. 31-4780160
Qualified in New York County
Commission Expires April 19, 1999

Sept 4

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

On this 11th day of May 1999, 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 HOLDING CORP., 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.

Sarah Hewitt

Notary Public

SARAH HEWITT
Notary Public, State of New York
No. 31-4780160
Qualified in New York County
Commission Expires April 19, 1999

Sept 4

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

On this 11th day of May 1999, 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 BRAUN
OF CALIFORNIA, 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.

Sarah Hewitt

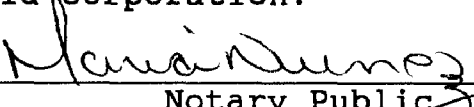
Notary Public

SARAH HEWITT
Notary Public, State of New York
No. 31-4780160
Qualified in New York County
Commission Expires April 19, 1999

Sept 4

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

On this 11 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

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

BRMFS1 131948.01

BRMFS1 12007581

**TRADEMARK
REEL: 001910 FRAME: 0772**

SCHEDULE B-15

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

<u>Trademark</u>	<u>Registration or Serial No.</u>
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

June 9, 1999
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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: _____