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.S DEPARTMENT OF COMMER
Patent and Trademark

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof

1. Name of conveying party(ies):
St. John Knits International, Incorporated
17422 Derian Avenue
Irvine, CA 96214

- ☐ Individual(s)
- ☐ General Partnership
- ☒ Corporation-State
- ☐ Other
- ☐ Association
- ☐ Limited Partnership

Additional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank, as Administrative Agent

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

- ☐ Individual(s) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State NY
- ☐ Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from Assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment
- ☒ Security Agreement
- ☐ Other
- ☐ Merger
- ☐ Change of Name

Execution Date: Jul. 17, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Anne H. Lewallen

Internal Address: Worldwide Plaza
Cravath, Swaine & Moore

Street Address: 825 Eighth Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 3.41): $ 1540.00

- ☐ Enclosed
- ☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

07/19/1999 MTHAI1 00000119 75432689

01 FC:481 40.00 OP
02 FC:482 1500.00 OP

9. 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.

Anne H. Lewallen

Name of Person Signing

Anne H. Lewallen

Signature

7/13/99

Date

64

TRADEMARK
REEL: 001924 FRAME: 0724

SCHEDULE I
TO SECURITY AGREEMENT

SUBSIDIARY GUARANTORS

St. John Knits, Inc.
17422 Derian Avenue
Irvine, CA 92614

St. John-Italy, Inc.
17422 Derian Avenue
Irvine, CA 92614

St. John Trademarks, Inc.
17422 Derian Avenue
Irvine, CA 92614

St. John Home, LLC
2382 Morse Avenue
Irvine, CA 92614

ST. JOHN KNITS, INC.
TRADEMARK STATUS REPORT
UNITED STATES

SCHEDULE V
TO SECURITY AGREEMENT

TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO./ DATE	
GG	75/432689	2/11/98		
GG DESIGN	75/432486	2/11/98		
GRIFFITH GRAY & DESIGN	74/522810	5/10/94	1993895	8/13/96
GRIFFITH GRAY FOR ST. JOHN & DESIGN	74/522803	5/10/94	2021184	12/3/96
KAMA BY ST. JOHN	74/387952	5/10/93	1819036	2/1/94
MARIE GRAY	75/319189	7/3/97	2235264	3/23/99
MARIE GRAY	75/355413	9/11/97		
MARIE ST. JOHN	73/505770	10/26/84	1364587	10/8/85
MARIE ST. JOHN (STYLIZED)	73/505771	10/26/84	1365683	10/15/85
MISS ST. JOHN BY MARIE GRAY	75/566132	10/6/98		
MARIE GRAY FOR ST. JOHN	75/319190	7/3/97		
MARIE GRAY FOR ST. JOHN	75/319191	7/3/97		
MARIE GRAY FOR ST. JOHN	75/319192	7/3/97		
MARIE GRAY FOR ST. JOHN	75/319193	7/3/97		
MARIE GRAY FOR ST. JOHN	75/319194	7/3/97		
SANTANA	74/720333	8/14/95	2211379	12/15/98
SJ & DESIGN	75/433891	2/13/98		
SJ & DESIGN	74/102108	10/1/90	1686972	5/12/92
SJ & DESIGN	75/304927	6/6/97	2149518	4/7/98
SJ & DESIGN	73/664006	6/1/87	1473087	1/19/88
SJ (BLOCK)	75/467380	4/13/98		
SJ ST. JOHN & DESIGN	74/130278	1/14/91	1663493	11/5/91
SJ ST. JOHN BOUTIQUES (STYLIZED)	74/117485	11/23/90	1682087	4/7/92
SJ STYLIZED (NEW)	75/476125	4/28/98		
SJK	75/363201	9/25/97		

ST. JOHN KNITS, INC.
TRADEMARK STATUS REPORT
UNITED STATES

SCHEDULE V
TO SECURITY AGREEMENT

TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO./ DATE	
SJK ST. JOHN (STYLIZED)	75/977994	7/31/97	2237851	4/6/99
SJK ST. JOHN (STYLIZED)	75/333653	7/31/97		
ST. JOHN	75/198730	11/15/96		
ST. JOHN	75/054027	2/6/96	2157293	5/12/98
ST. JOHN	75/978232	2/11/97	2246740	5/18/99
ST. JOHN	75/240198	2/11/97		
ST. JOHN	75/182235	10/16/96	2075884	7/1/97
ST. JOHN	75/305989	6/10/97		
ST. JOHN	75/305990	6/10/97		
ST. JOHN	75/354246	9/9/97		
ST. JOHN	74/092683	8/30/90	1749368	1/26/93
ST. JOHN	74/136144	2/4/91	1693187	6/9/92
ST. JOHN[1]	75/240197	2/11/97		
ST. JOHN	75/977672	11/15/96	2194383	10/6/98
ST. JOHN	73/399911	10/12/82	1269332	3/6/84
ST. JOHN	73/347821	1/29/82	1241255	6/7/83
ST. JOHN	75/978550	2/11/97		
ST. JOHN	75/413111	1/2/98		
ST. JOHN	75/977874	6/10/97	2215531	12/29/98
ST. JOHN	75/467381	4/13/98		
ST. JOHN (OLD STYLIZED)	73/333625	10/22/81	1214122	10/26/82
ST. JOHN (STYLIZED)	73/400240	10/18/82	1301780	10/23/84
ST. JOHN ACCESSORIES (STYLIZED)	75/527434	7/29/98		

[1] The Patent and Trademark Office ("PTO") notified St. John Knits that this trademark has been abandoned due to a late filing. St. John Knits has submitted evidence to the contrary and is waiting for the PTO to correct its records.

TRADEMARK
REEL: 001924 FRAME: 0727

ST. JOHN KNITS, INC.
TRADEMARK STATUS REPORT
UNITED STATES

SCHEDULE V
TO SECURITY AGREEMENT

TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO./ DATE	
ST. JOHN BY MARIE GRAY	74/285294	6/16/92	1792681	9/14/93
ST. JOHN BY MARIE GRAY	74/577172	9/22/94	2025894	12/24/96
ST. JOHN COLLECTION BY MARIE GRAY (STYLIZED)	74/444199	10/5/93	1863767	11/22/94
ST. JOHN GIFTS BY AMEN WARDY	75/409243	12/22/97		
ST. JOHN GIFTS	75/409241	12/22/97		
ST. JOHN HOME	75/409240	12/22/97		
ST. JOHN HOME BY AMEN WARDY	75/409242	12/22/97		
ST. JOHN KNITS	75/236286	2/4/97		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	75/059427	2/20/96	2036998	2/11/97
WHITE CAMELLIA	75/259755	3/18/97	2206182	11/24/98
WHITE CAMELLIA	75/643457	2/18/99		
SJ & DESIGN	75/978520	2/13/98		
SJ (STYLIZED)	75/689454	4/23/99		

SECURITY AGREEMENT dated as of July 7, 1999, among ST. JOHN KNITS INTERNATIONAL, INCORPORATED, a Delaware corporation (the "Borrower"), each subsidiary of the Borrower listed on Schedule I hereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as administrative agent (in such capacity, the "Administrative Agent").

Reference is made to (a) the Credit Agreement dated as of July 7, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), and Chase, as Administrative Agent, swingline lender and issuing bank (in such capacity, the "Issuing Bank"), and (b) the Guarantee Agreement and the other Loan Documents.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Bank has agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Bank to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Loan Parties to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Loan Parties under or pursuant to the Credit Agreement and the other Loan Documents, (c) unless otherwise agreed upon in writing by the applicable Lender party thereto, the due and punctual payment and performance of all obligations of the Borrower, monetary or otherwise, under each Hedging Agreement entered into with any counterparty that was a Lender (or an Affiliate thereof) at the time such Hedging Agreement was entered into and (d) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to the Administrative Agent or any of its Affiliates and arising from treasury, depositary and cash management services in connection with any automated clearing house transfers of funds (all the monetary and other obligations described in the preceding clauses (a) through (d) being collectively called the "Obligations").

Accordingly, the Grantors and the Administrative Agent hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" means any Person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" means any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" means all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Collateral" means all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts (including the Collection Deposit Accounts), (g) Investment Property and (h) Proceeds. Notwithstanding the foregoing, the term "Collateral" shall not include (i) any License pursuant to which the relevant Grantor obtains the right to exploit Intellectual Property owned by a third party to the extent that such License prohibits the assignment, sub-license or granting of similar rights therein or in the Intellectual Property covered thereby or (ii) any Investment Property constituting more than 65% of the issued and outstanding Equity Interests of any Foreign Subsidiary.

"Collection Deposit Account" shall mean the respective collection deposit accounts maintained by the Borrower and the Subsidiary Guarantors pursuant to the Collection Deposit Letter Agreements (and prior to the execution of the Collection Deposit Letter Agreements, any other collection deposit accounts maintained by the Borrower and the Subsidiary Guarantors) into which the Borrower and the Subsidiary Guarantors will deposit all Daily Receipts.

"Collection Deposit Letter Agreement" shall mean an agreement among the Borrower, each applicable Subsidiary Guarantor, any bank that is not a Lender and the Collateral Agent, in substantially the form of Annex 1 hereto, pursuant to which, the Borrower and the Subsidiary Guarantors shall maintain a Collection Deposit Account, as

such Collection Deposit Agreement may be amended, modified or supplemented from time to time.

"Commodity Account" means an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"Commodity Contract" means a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b) traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

"Commodity Customer" means a Person for whom a Commodity Intermediary carries a Commodity Contract on its books.

"Commodity Intermediary" means (a) a Person who is registered as a futures commission merchant under the federal commodities laws or (b) a Person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

"Copyright License" means any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

"Copyrights" means all of the following now owned or hereafter acquired by any Grantor: (a) all copyright rights in any work subject to the copyright laws of the United States or any other country, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or any other country, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule II.

"Credit Agreement" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Daily Receipts" shall mean all amounts received by the Borrower and the Subsidiary Guarantors, whether in the form of cash, checks, any moneys received or receivable in respect of charges made by means of credit cards, and other negotiable instruments, in each case as a result of the sale of Inventory.

"Documents" means all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

"Entitlement Holder" means a Person identified in the records of a Securities Intermediary as the Person having a Security Entitlement against the Securities Intermediary. If a Person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such Person is the Entitlement Holder.

"Equipment" means all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

"Financial Asset" means (a) a Security, (b) an obligation of a Person or a share, participation or other interest in a Person or in property or an enterprise of a Person, which is, or is of a type, dealt with in or traded on financial markets, or which is recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another Person in a Securities Account if the Securities Intermediary has expressly agreed with the other Person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a Person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

"Fixtures" means all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

"General Intangibles" means all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including all rights and interests in partnerships, limited partnerships, limited liability companies and other unincorporated entities, corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements and other agreements) (other than rights under contracts that by their terms prohibit assignment or a grant of a security interest therein), Intellectual Property, goodwill, registrations, franchises, tax refund claims and any letter of credit, guarantee, claim, security interest or other security held by or granted to any Grantor to secure payment by an Account Debtor of any of the Accounts Receivable.

"Hedging Agreements" means any ordinary course interest rate swap agreements, interest rate cap agreements, interest rate collar agreements, foreign currency exchange agreements, commodity protection agreements or similar agreements or arrangements designed to protect the Debtor against fluctuations in interest rates, foreign currency exchange rates or commodity prices and not for speculation.

"Intellectual Property" means all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

"Inventory" means all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials,

intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

"Investment Property" means all Securities (whether certificated or uncertificated), Financial Assets, Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

"License" means any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Loan Documents" means the Loan Documents as defined in the Credit Agreement.

"Obligations" has the meaning assigned to such term in the preliminary statement of this Agreement.

"Patent License" means any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Grantor under any such agreement.

"Patents" means all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Perfection Certificate" shall mean a certificate substantially in the form of Exhibit D to the Credit Agreement, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Borrower.

"Permitted Collateral Liens" means the Liens described in clauses (a)-(m) of Section 6.02 of the Credit Agreement.

"Proceeds" means any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any value received as a consequence of the possession of any Collateral and any payment received from any insurer or other Person or entity as a result of the destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property

which constitutes Collateral, and shall include (a) all cash and negotiable instruments received or held on behalf of the Administrative Agent pursuant to Article V hereof or any lockbox or other arrangement relating to the payment of Accounts Receivable and Inventory, (b) any claim of any Grantor against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (c) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Secured Parties" means (a) the Lenders, (b) the Administrative Agent, (c) the Issuing Bank, (d) each counterparty to a Hedging Agreement entered into with the Borrower if such counterparty was a Lender (or an Affiliate thereof) at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document and (g) the successors and assigns of each of the foregoing.

"Securities" means any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

"Securities Account" means an account to which a Financial Asset is or may be credited in accordance with an agreement under which the Person maintaining the account undertakes to treat the Person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

"Security Entitlements" means the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

"Securities Intermediary" means (a) a clearing corporation or (b) a Person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

"Security Interest" has the meaning assigned to such term in Section 2.01.

"Trademark License" means any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

"Trademarks" means all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

SECTION 1.03. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Administrative Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Administrative Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Administrative Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Administrative Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Administrative Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Administrative Agent

the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person other than any consent or approval which has been obtained.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Administrative Agent for filing in each governmental, municipal or other office specified in [Schedule 6] to the Perfection Certificate, which are all the filings, recordings and registrations in the United States (or any political subdivision thereof) and its territories and possessions (other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect the Security Interest in Collateral consisting of United States Intellectual Property) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral (other than Intellectual Property as set forth above and certain fixtures in shops maintained by the Borrower in department stores and other specialty retailers not owned or operated by any Grantor) in which the Security Interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor shall have delivered to the Administrative Agent fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property in appropriate form for filing and recording by the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, within three months after the execution of this Agreement with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and within one month after the execution of this Agreement with respect to United States registered Copyrights. The filing of such security agreements (together with the filing of the UCC financing statements described above) is sufficient to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above,

a perfected security interest in all Collateral other than certain fixtures in shops maintained by the Borrower in department stores and other specialty retailers not owned or operated by any Grantor in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction. The Security Interest is and shall be prior to any other Lien on any of the Collateral, other than Permitted Collateral Liens.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Permitted Collateral Liens. No Grantor has filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Permitted Collateral Liens.

ARTICLE IV

Covenants

SECTION 4.01. Change of Name; Location of Collateral; Records; Place of Business. (a) Each Grantor agrees to comply with the provisions of Section 5.03 of the Credit Agreement.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Administrative Agent may reasonably request, promptly to prepare and deliver to the Administrative Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Administrative Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all reasonable actions necessary to defend title to the Collateral against all Persons and to defend the Security Interest of the Administrative Agent in the

Collateral and the priority thereof against any Lien, except for Permitted Collateral Liens.

SECTION 4.03. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Administrative Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any material 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 and delivered to the Administrative Agent, duly endorsed in a manner satisfactory to the Administrative Agent.

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Administrative Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 10 days after it has been notified by the Administrative Agent of the specific identification of such Collateral, to advise the Administrative Agent in writing of any inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in order that all representations and warranties hereunder shall be true and correct in all material respects with respect to such Collateral within 30 days after the date it has been notified by the Administrative Agent of the specific identification of such Collateral and no Default or Event of Default shall be deemed to have occurred during the 30-day interim period solely as a result of such inaccuracy.

SECTION 4.04. Inspection and Verification. The Administrative Agent and such Persons as the Administrative Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral; provided, however, that unless a Default or Event of Default shall have occurred and be continuing, the Administrative Agent shall not contact Account Debtors or any third person possessing Collateral for the purpose of making such a verification without the prior written consent of the Borrower (which shall not be unreasonably withheld). The Administrative Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party and their agents and representatives.

SECTION 4.05. Taxes; Encumbrances. At its option, the Administrative Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and

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preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Administrative Agent on demand for any payment made or any expense incurred by the Administrative Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.05 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Administrative Agent or any Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, Liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.06. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any material property of an Account Debtor or any other Person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Administrative Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the Account Debtor or other Person granting the security interest.

SECTION 4.07. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and each Grantor jointly and severally agrees to indemnify and hold harmless the Administrative Agent and the Secured Parties from and against any and all liability for such performance.

SECTION 4.08. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except for Permitted Collateral Liens. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that unless and until the Administrative Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that (except to the extent otherwise contemplated by the Credit Agreement) it shall not permit any Inventory in an amount exceeding $250,000 in any individual instance, or $1,000,000 in the aggregate for all Grantors, to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Administrative Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.09. Limitation on Modification of Accounts. None of the Grantors will, without the Administrative Agent's prior written consent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any Person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than

extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business consistent with past practices.

SECTION 4.10. Insurance. The Grantors, at their own expense, shall maintain or cause to be maintained insurance covering physical loss or damage to the Inventory and Equipment in accordance with Section 5.07 of the Credit Agreement. Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Administrative Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion (and with notice to the Borrower), obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Administrative Agent deems advisable. All sums disbursed by the Administrative Agent in connection with this Section 4.10, including reasonable attorneys' fees, court costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Administrative Agent and shall be additional Obligations secured hereby.

SECTION 4.11. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of Federal or foreign registration to the extent necessary and sufficient to establish and preserve its maximum rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Administrative Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office,

United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it informs the Administrative Agent on a quarterly basis, and, upon request of the Administrative Agent, executes and delivers any and all agreements, instruments, documents and papers as the Administrative Agent may request to evidence the Administrative Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancelation proceedings against third parties.

(g) In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted in any material respect by a third party, such Grantor promptly shall notify the Administrative Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default and the written request of the Administrative Agent, each Grantor shall use its best efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Grantor's right, title and interest thereunder to the Administrative Agent or its designee.

(i) Each Grantor shall use its commercially reasonable efforts to obtain the consent of the licensor under the License of Intellectual Property relating to a product line which produces revenues in excess of 5% of the aggregate revenues of the Borrower and its Subsidiaries that the Administrative Agent may liquidate the Collateral utilizing such Intellectual Property in accordance with the terms of the relevant License following the occurrence and during the continuance of an Event of Default.

ARTICLE V

Collections

SECTION 5.01. Collection Deposit Accounts. (a) From and after the Effective Date, each Grantor agrees to deposit all Daily Receipts into a Collection Deposit Account in accordance with its past practices.

(b) Unless and until the Collection Deposit Accounts are converted into closed accounts pursuant to paragraph (c) below, the Borrower or the applicable Subsidiary Guarantor may at any time withdraw any of the funds contained in the Collection Deposit Accounts for use, subject to the provisions of the Credit Agreement, for general corporate purposes.

(c) Upon the occurrence of an Event of Default, each Collection Deposit Account will, without any further action taken on the part of any Grantor or the Administrative Agent, automatically convert into a closed account under the exclusive dominion and control of the Administrative Agent in which funds are held subject to the rights of the Administrative Agent hereunder. No Grantor shall thereafter have any right or power to withdraw any funds from any Collection Deposit Account without the prior written consent of the Administrative Agent.

(d) In the event that a Grantor directly receives any remittances on Accounts Receivable, notwithstanding the arrangements for payment directly into the Collection Deposit Accounts pursuant to Section 5.02, such remittances shall be held for the benefit of the Administrative Agent and the Secured Parties and shall be segregated from other funds of such Grantor, subject to the Security Interest granted hereby, and such Grantor shall cause such remittances and payments to be deposited into a Collection Deposit Account as soon as practicable after such Grantor's receipt thereof.

(e) All payments by any Grantor into any Collection Deposit Account pursuant to this Section 5.01, whether in the form of cash, checks, notes, drafts, bills of exchange, money orders or otherwise, shall be deposited in the relevant Collection Deposit Account in precisely the form in which received (but with any endorsements of such Grantor necessary for deposit or collection), and until they are so deposited such payments shall be held in trust by such Grantor for and as the property of the Administrative Agent.

SECTION 5.02. Collections. From and after the Effective Date, each Grantor agrees to notify and direct promptly each Account Debtor and every other Person obligated to make payments with respect to the Accounts Receivable to make all such payments to a Collection Deposit Account established by it. Each Grantor shall use all reasonable efforts to cause each Account Debtor and every other Person identified in the preceding sentence to make all payments with respect to the Accounts Receivable directly to such Collection Deposit Account.

(b) Without the prior written consent of the Administrative Agent, no Grantor shall, in a manner adverse to the Lenders, change the general instructions given to Account Debtors in respect of payment on Accounts to be deposited in any Collection Deposit Account. Until the Administrative Agent shall have advised the Grantors to the contrary, each Grantor shall, and the Administrative Agent hereby authorizes each

Grantor to, enforce and collect all amounts owing on the Inventory and Accounts Receivable, for the benefit and on behalf of the Administrative Agent and the other Secured Parties; provided, however, that such privilege may at the option of the Administrative Agent be terminated upon the occurrence and during the continuance of any Event of Default.

SECTION 5.03. Power of Attorney. Each Grantor irrevocably makes, constitutes and appoints the Administrative Agent (and all officers, employees or agents designated by the Administrative Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Administrative Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Administrative Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Administrative Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Administrative Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Administrative Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Administrative Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Administrative Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor. It is understood and agreed that the appointment of the Administrative Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Administrative Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Administrative Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

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ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Administrative Agent on demand, and it is agreed that the Administrative Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Administrative Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Administrative Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot reasonably be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Administrative Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Administrative Agent shall reasonably deem appropriate. To the extent any Collateral consists of Securities, the Administrative Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing such Securities for their own account for investment and not with a view to the distribution or sale thereof, and upon consummation of any such sale the Administrative Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Securities so sold. Each such purchaser at any such sale shall hold the property sold absolutely free from any claim or right on the part of any Grantor and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal) which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Administrative Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Administrative Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange and for any other private sale shall state the time and date after which such sale may commence. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Administrative Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Administrative

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Agent may (in its sole and absolute discretion) determine. The Administrative Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Administrative Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Administrative Agent until the sale price is paid by the purchaser or purchasers thereof, but the Administrative Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Administrative Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Administrative Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Administrative Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. Application of Proceeds. The Administrative Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all reasonable costs and expenses incurred by the Administrative Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the reasonable fees and expenses of its agents and legal counsel, the repayment of all advances made by the Administrative Agent hereunder or under any other Loan Document on behalf of any Grantor and any other reasonable costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

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THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Administrative Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Administrative Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Administrative Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Administrative Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Article at such time as the Administrative Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Administrative Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. The Administrative Agent may (but shall not have any obligation to) utilize and exploit such license only upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Administrative Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Miscellaneous

SECTION 7.01. Notices. All communications and notices hereunder shall (except as otherwise expressly permitted herein) be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it at its address or telecopy number set forth on Schedule I, with a copy to the Borrower.

SECTION 7.02. Security Interest Absolute. All rights of the Administrative Agent hereunder, the Security Interest and all obligations of the Grantors hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument, (c) any exchange, release or non-perfection of any Lien on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Obligations, or (d) any other

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circumstance that might otherwise constitute a defense available to, or a discharge of, any Grantor in respect of the Obligations or this Agreement.

SECTION 7.03. Survival of Agreement. All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, and the execution and delivery to the Lenders of any notes evidencing such Loans, regardless of any investigation made by the Lenders or on their behalf, and shall continue in full force and effect until this Agreement shall terminate.

SECTION 7.04. Binding Effect; Several Agreement. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Administrative Agent and a counterpart hereof shall have been executed on behalf of the Administrative Agent, and thereafter shall be binding upon such Grantor and the Administrative Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Administrative Agent and the other Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign or transfer its rights or obligations hereunder or any interest herein or in the Collateral (and any such assignment or transfer shall be void) except as expressly contemplated by this Agreement or the Credit Agreement. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 7.05. Successors and Assigns. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party; and all covenants, promises and agreements by or on behalf of any Grantor or the Administrative Agent that are contained in this Agreement shall bind and inure to the benefit of their respective successors and assigns.

SECTION 7.06. Administrative Agent's Fees and Expenses; Indemnification. (a) Each Grantor jointly and severally agrees to pay upon demand to the Administrative Agent the amount of any and all reasonable expenses, including the reasonable fees, disbursements and other charges of its counsel and of any experts or agents, which the Administrative Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from or other realization upon any of the Collateral, (iii) the exercise, enforcement or protection of any of the rights of the Administrative Agent hereunder or (iv) the failure of any Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor jointly and severally agrees to indemnify the Administrative Agent and the other Indemnitees against, and hold each of them harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable fees, disbursements and other charges of counsel, incurred by or asserted against any of them arising out of, in any way connected with, or as a result of, the execution, delivery or performance of this Agreement or any claim, litigation, investigation or proceeding relating hereto or to the Collateral, whether or not any Indemnitee is a party thereto;

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provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses are determined by a court of competent jurisdiction by final and nonappealable judgment to have resulted from the gross negligence or willful misconduct of such Indemnitee.

(c) Any such amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 7.06 shall remain operative and in full force and effect regardless of the termination of this Agreement or any other Loan Document, the consummation of the transactions contemplated hereby, the repayment of any of the Loans, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document, or any investigation made by or on behalf of the Administrative Agent or any Lender. All amounts due under this Section 7.06 shall be payable on written demand therefor.

SECTION 7.07. GOVERNING LAW. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

SECTION 7.08. Waivers; Amendment. (a) No failure or delay of the Administrative Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Administrative Agent hereunder and of the Administrative Agent, the Issuing Bank, and the Lenders under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor or any other Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by the Administrative Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consents required in accordance with Section 9.02 of the Credit Agreement. Each Grantor acknowledges that the rights and responsibilities of the Administrative Agent under this Agreement with respect to any action taken by the Administrative Agent or the exercise or non-exercise by the Administrative Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Agreement shall, as between the Administrative Agent and the Secured Parties, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them, but, as between the Administrative Agent and such Grantor, the Administrative Agent shall be conclusively presumed to be acting as agent for the Secured Parties with full and valid authority so to act or refrain from acting, and no Grantor shall be under any obligation, or entitlement, to make any inquiry respecting such authority.

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SECTION 7.09. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 7.09.

SECTION 7.10. Severability. Any provision of this Agreement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 7.11 Counterparts. This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original but all of which when taken together shall constitute a single contract, and shall become effective as provided in Section 7.04. Delivery of an executed signature page to this Agreement by telecopy shall be effective as delivery of a manually executed counterpart of this Agreement.

SECTION 7.12. Headings. Article and Section headings used herein are for convenience of reference only, are not part of this Agreement and shall not affect the construction of, or to be taken into consideration in interpreting, this Agreement.

SECTION 7.13. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County or the United States District Court of the Southern District in New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that the Administrative Agent, the Issuing Bank or any Lender may otherwise have to bring any action or proceeding relating to this Agreement or the other Loan Documents against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor hereby irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection which it may now or hereafter

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have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or the other Loan Documents in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 7.01. Nothing in this Agreement will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 7.14. Releases and Termination. This Agreement and the Security Interest shall terminate when all the Obligations have been indefeasibly paid in full, the Lenders have no further commitment to lend, the LC Exposure has been reduced to zero and the Issuing Bank has no further commitment to issue Letters of Credit under the Credit Agreement, at which time the Administrative Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents which the Grantors shall reasonably request to evidence such termination. Any execution and delivery of termination statements or documents pursuant to this Section 7.14 shall be without recourse to or warranty by the Administrative Agent. A Subsidiary Guarantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Subsidiary Guarantor shall be automatically released in the event that all the Equity Interests of such Subsidiary Guarantor shall be sold, transferred or otherwise disposed of to a Person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement. Any Collateral granted hereunder shall be released (automatically and without further action on the part of the Administrative Agent) From the Security Interest upon the sale, transfer or other disposition of such Collateral to a transferee who is not a "Grantor" hereunder, to the extent that such sale, transfer or other disposition is permitted under the Credit Agreement.

SECTION 7.15. Additional Grantors. Pursuant to Section 5.12 of the Credit Agreement each Subsidiary that was not in existence on the date of the Credit Agreement is required to enter into this Agreement as a Subsidiary Guarantor upon becoming a Subsidiary. Upon execution and delivery by the Administrative Agent and a Subsidiary of an instrument in the form of Annex 2 hereto, such Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any such instrument shall not require the consent of any

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Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor as a party to this Agreement.

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

ST. JOHN KNITS INTERNATIONAL, INCORPORATED

by

Name:
Title:

EACH OF THE SUBSIDIARY GUARANTORS LISTED ON SCHEDULE I HERETO,

by

Name:
Title:

THE CHASE MANHATTAN BANK, as Administrative Agent,

by

Name:
Title:

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

ST. JOHN KNITS INTERNATIONAL, INCORPORATED

by

_____

Name:
Title:

EACH OF THE SUBSIDIARY GUARANTORS LISTED ON SCHEDULE I HERETO,

by

_____

Name:
Title:

THE CHASE MANHATTAN BANK, as Administrative Agent,

by

_____

Name: Deborah Davey
Title: Vice President

COLLECTION DEPOSIT LETTER AGREEMENT dated as of , 1999, among ST. JOHN KNITS INTERNATIONAL, INCORPORATED, a Delaware corporation (the "Borrower"), [Each Applicable Subsidiary Guarantor], THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as administrative agent (the "Administrative Agent") for the Secured Parties (as defined in the Security Agreement referred to below) and , a (the "Collection Deposit Bank").

Reference is made to the Credit Agreement dated as of the date hereof (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the Lenders from time to time party thereto and Chase, as Administrative Agent for the Lenders.

A. The Borrower, the Subsidiary Guarantors (as defined therein) (the Subsidiary Guarantors and the Borrower being collectively referred to herein as the "Grantors") and the Administrative Agent are parties to a Security Agreement dated as of the date hereof (the "Security Agreement"). Pursuant to the terms of the Security Agreement, the Grantors have granted to the Administrative Agent, for the benefit of the Secured Parties, a security interest in the Grantors' Accounts Receivable and other Collateral, to secure the payment and performance of the Obligations. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement.

B. The Collection Deposit Bank has agreed to receive on behalf of the Grantors (a) Daily Receipts and (b) payments on the Accounts Receivable.

C. The parties hereto desire to define hereunder certain rights and obligations among them with respect to the appointment of the Collection Deposit Bank.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements hereinafter set forth, the parties hereto agree as follows:

1. The Administrative Agent hereby authorizes the Collection Deposit Bank, on the terms and subject to the conditions set forth herein, to receive (a) Daily Receipts and (b) payments on the Accounts Receivable.

2. Contemporaneously with the execution and delivery by the Collection Deposit Bank of this Agreement, and for the purposes of this Agreement, the Collection Deposit Bank has established and shall maintain (except as otherwise provided in paragraph 8 below) for the benefit of the Administrative Agent upon the occurrence of an Event of Default one or more collection accounts in the name of the Borrower (all such accounts, collectively, the "Collection Deposit Account"). All Daily Receipts received by the Collection Deposit Bank and all payments received by the Collection Deposit Bank in respect of the Accounts Receivable shall be deposited by the Borrower in the Collection Deposit Account, and such Daily Receipts and payments shall not be commingled with other funds of the Borrower. All funds at any time on deposit in the Collection Deposit Account shall be held by the Collection Deposit Bank subject to the

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terms of this Agreement. The Collection Deposit Bank agrees to give the Administrative Agent, the Borrower and the applicable Grantor (if other than the Borrower) prompt notice if the Collection Deposit Bank receives notice that the Collection Deposit Account is subject to any writ, judgment, warrant of attachment, execution or similar process. As security for the payment and performance of the Obligations, the Borrower hereby pledges, assigns and transfers to the Collection Deposit Bank, for the benefit of the Administrative Agent, and hereby creates and grants to the Collection Deposit Bank, for the benefit of the Administrative Agent, a security interest in the Collection Deposit Account and all property and assets held therein. The Collection Deposit Bank acknowledges the security interest of the Administrative Agent for the benefit of the Secured Parties in the Collection Deposit Account.

3. The Administrative Agent hereby authorizes the Collection Deposit Bank to permit the Borrower to make withdrawals from the Collection Deposit Account, so long as the Collection Deposit Bank has not received notice from the Administrative Agent pursuant to the next succeeding sentence. Upon receipt of written, telex, facsimile or telephonic notice (which, in the case of telephonic notice, shall be promptly confirmed in writing) from the Administrative Agent so directing the Collection Deposit Bank at any time (which direction shall be given by the Administrative Agent only upon the occurrence and during the continuation of an Event of Default and which notice shall be sent simultaneously to the Borrower; provided that the failure to send such notice to the Borrower shall not affect the validity of such direction), except to the extent and subject to such terms as may be specified in such notice, the Collection Deposit Bank shall no longer permit withdrawals from the Collection Deposit Account to be made by the Borrower.

4. Upon the occurrence and during the continuation of an Event of Default, the Collection Deposit Bank shall, if requested by the Administrative Agent (with a copy of such request given to the Borrower), furnish the Administrative Agent with monthly statements, in the form and manner typical for the Collection Deposit Bank, of amounts of deposits in, and amounts withdrawn from, the Collection Deposit Account and such other information relating to the Collection Deposit Account at such times as shall be reasonably requested by the Administrative Agent (with a copy of such request given to the Borrower).

5. For purposes of this Agreement, any officer of the Administrative Agent shall be authorized to act, and to give instructions and notice, for the purposes set forth in this Agreement on behalf of the Administrative Agent hereunder.

6. The fees for the services of the Collection Deposit Bank shall be mutually agreed upon between the Borrower and the Collection Deposit Bank. The Administrative Agent shall not have any responsibility or liability for the payment of any such fee.

7. The Collection Deposit Bank may perform any of its duties hereunder by or through its agents, officers or employees and shall be entitled to rely upon the advice of counsel as to its duties. The Collection Deposit Bank shall not be liable to the Administrative Agent for any action required of the Collection Deposit Bank under the terms of this Agreement, if such action was taken or omitted to be taken by it in good faith, nor shall the Collection Deposit Bank be responsible to the Administrative Agent or the Borrower for the consequences of any oversight or error of judgment or be

answerable to the Administrative Agent for the same unless the same shall happen through its gross negligence or willful misconduct.

8. In the event that the Borrower shall replace the Collection Deposit Bank (of which the Borrower shall notify the Administrative Agent in advance), the Collection Deposit Bank or the Borrower, as applicable, will (a) immediately transmit to the Borrower Cash Concentration Account all funds, if any, then on deposit in, or otherwise to the credit of, the Collection Deposit Account, (b) deliver directly to the successor collection deposit bank at the office specified in writing by the Borrower to the Administrative Agent all subsequently received Daily Receipts and all checks, drafts and other instruments for the payment of money relating to the Accounts Receivable that would have been deposited with the Collection Deposit Bank and (c) deliver any Daily Receipts or payments relating to the Accounts Receivable received by the Collection Deposit Bank after such replacement, in whatever form received, directly to the successor collection deposit bank at the office specified in writing by the Borrower to the Administrative Agent.

9. The Borrower consents to the appointment of the Collection Deposit Bank and agrees that it will not withdraw, or request to withdraw, funds from the Collection Deposit Account upon the occurrence and during the continuation of an Event of Default unless such withdrawal is consented to in writing by the Administrative Agent. The Borrower acknowledges that the Collection Deposit Bank shall incur no liability to the Borrower as a result of any action taken pursuant to an instruction given by the Administrative Agent in accordance with the provisions of this Agreement, except for any action caused by the gross negligence or willful misconduct of the Collection Deposit Bank.

10. The Administrative Agent agrees that it will provide the Collection Deposit Bank with notice as specified in paragraph 3 of this Agreement only if an Event of Default has occurred and is continuing under this Agreement or any other Loan Document.

11. The term of this Agreement shall extend from the date hereof until the earlier of (a) the date on which all Obligations have been paid in full and (b) any date on which the Collection Deposit Bank shall not be serving in its capacity as collection deposit bank hereunder as provided in paragraph 8 above. The obligations of the Collection Deposit Bank contained in clause (c) of paragraph 8 shall survive the termination of this Agreement.

12. All notices and communications hereunder shall be in writing (except where telephonic instructions or notices are authorized herein) and shall be deemed to have been received and shall be effective on the day on which delivered (including delivery by telex or facsimile) (a) in the case of the Administrative Agent, addressed to The Chase Manhattan Bank, Loan and Agency Services Group, One Chase Manhattan Plaza, 8th Floor, New York, New York 10081, to the attention of Janet Belden (Telecopy No. (212) 552-5658) with a copy to The Chase Manhattan Bank, 270 Park Avenue, New York, New York 10017, to the attention of Kathy Duncan, (Telecopy No. (212) 972-0009), (b) in the case of the Collection Deposit Bank, addressed to _____, to the attention of _____ and (c) in the case of the Borrower, addressed to St. John Knits International, Incorporated, [ ] to the attention of [ ] (Telecopy No. [ ] a copy to Vestar Capital Partners, Inc., 245 Park Avenue, New York, New York 10067, (Telecopy No. (212) 808-4922).

13. The Collection Deposit Bank will not (except as contemplated in paragraph 8 above) assign or transfer any of its rights or obligations hereunder (other than to the Administrative Agent) without the prior written consent of the other parties hereto.

14. This Agreement may be amended only by a written instrument executed by the Administrative Agent, the Collection Deposit Bank and the Borrower, acting by their representative officers thereunto duly authorized.

15. Except as otherwise provided in the Credit Agreement with respect to rights of set-off available to the Collection Deposit Bank in the event that it is also a Lender under the Credit Agreement, the Collection Deposit Bank hereby irrevocably waives, effective upon the occurrence and during the continuation of an Event of Default, any right to set-off against, or otherwise deduct from, any funds then or at any time thereafter held in the Collection Deposit Account for any indebtedness or other claim then or at any time thereafter owed by the Borrower to the Collection Deposit Bank.

16. Except to the extent the laws of the state of [ ] govern the Collection Deposit Account, this Agreement shall be construed in accordance with and governed by the laws of the State of New York.

17. This Agreement (a) shall inure to the benefit of and be binding upon the Administrative Agent, the Collection Deposit Bank, the Borrower and their respective successors and assigns and (b) may be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

ST. JOHN KNITS INTERNATIONAL, INCORPORATED,

by _____
Name:
Title:

[Each Applicable Subsidiary Guarantor]

THE CHASE MANHATTAN BANK, as Administrative Agent,

by _____
Name:
Title:

[ ],
as Collection Deposit Bank,

by _____
Name:
Title:

SUPPLEMENT NO. __ dated as of , to the Security Agreement dated as of July 7, 1999, among ST. JOHN KNITS INTERNATIONAL, INCORPORATED, a Delaware corporation (the "Borrower"), each subsidiary of the Borrower listed on Schedule I thereto (each such subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Subsidiary Guarantors and the Borrower are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as administrative agent (in such capacity, the "Administrative Agent").

A. Reference is made to (a) the Credit Agreement dated as of July 7, 1999 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders"), and Chase, as Administrative Agent and issuing bank (in such capacity, the "Issuing Bank"), and (b) the Guarantee Agreement and the other Loan Documents.

B. Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement and the Credit Agreement.

C. The Grantors have entered into the Security Agreement in order to induce the Lenders to make Loans and the Issuing Bank to issue Letters of Credit. Pursuant to Section 5.12 of the Credit Agreement, each Subsidiary that was not in existence or not a Subsidiary on the date of the Credit Agreement is required to enter into the Security Agreement as a Grantor upon becoming a Subsidiary. Section 7.15 of the Security Agreement provides that additional Subsidiaries of the Borrower may become Grantors under the Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned Subsidiary (the "New Grantor") is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Security Agreement in order to induce the Lenders to make additional Loans and the Issuing Bank to issue additional Letters of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Administrative Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 7.15 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct (and in the case of any representation or warranty that is not qualified as to materiality, true and correct in all material respects) on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Administrative Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Administrative Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to applicable bankruptcy, insolvency, fraudulent conveyance, reorganization, moratorium or other laws affecting creditors' rights generally and subject to general principles of equity, regardless of whether considered in a proceeding in equity or at law, and an implied covenant of good faith and fair dealing.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Administrative Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Administrative Agent. Delivery of an executed signature page to this Supplement by telecopy shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. Any provision of this Supplement held to be invalid, illegal or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such invalidity, illegality or unenforceability without affecting the validity, legality and enforceability of the remaining provisions hereof and in the Security Agreement; and the invalidity of a particular provision in a particular jurisdiction shall not invalidate such provision in any other jurisdiction.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 7.01 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Administrative Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Administrative Agent.

IN WITNESS WHEREOF, the New Grantor and the Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name Of New Grantor],

by

_____

Name:
Title:
Address:

THE CHASE MANHATTAN BANK,
as Administrative Agent,

by

_____

Name:
Title:

SCHEDULE I
to Supplement No.___ to the
Security Agreement

LOCATION OF COLLATERAL

Description	Location

[NYCORP;870371.1:4305:06/30/1999--9:23p]

ST. JOHN KNITS, INC.
COPYRIGHT STATUS REPORT
UNITED STATES

SCHEDULE II
TO SECURITY AGREEMENT

TITLE	STATUS	COPYRIGHT NO.	APP/REG DATE
EMBROIDERED SEAL IN A ROPE PATTERN BEARING ST. JOHN CRUISE	REGISTERED	VA834-222	11/14/96
EMBROIDERED GARLAND SURROUNDING STYLIZED SJ	REGISTERED	VA834-220	11/14/96
EMBROIDERED WREATH WITH CROWN SURMOUNTING RIBBON AND SURROUNDING SJ LOGO	REGISTERED	VA834-219	11/14/96
EMBROIDERED COAT OF ARMS WITH SJ LOGO	REGISTERED	VA834-221	11/14/96
EMBROIDERED WREATH WITH CROWN SURROUNDING SJ LOGO	REGISTERED	VA834-218	11/14/96
EMBROIDERED BOW WITH FLORAL CENTERPIECE	REGISTERED	VA834-223	11/14/96
ELEPHANT SLIPCOVER USING ST. JOHN FUR	REGISTERED	VA919-185	3/20/98
STEER SLIPCOVER...	REGISTERED	VA919-186	3/20/98
LION SLIPCOVER...	REGISTERED	VA919-187	3/20/98
SJ BUTTON	REGISTERED	VA924-871	6/8/98
MONKEY	REGISTERED	VA936-094	7/29/98
SPOT DOG	REGISTERED	VA936-095	7/29/98
DUCK	REGISTERED	VA936-096	7/29/98
ZEBRA: FALL 1996, STYLE 61823	REGISTERED	VA852-454	10/10/97
ZEBRA: FALL 1996, STYLE 53803	REGISTERED	VA852-455	10/10/97
LADYBUG PIN	REGISTERED	VA938-450	2/23/99
BUNNY RABBIT SLIPCOVER	REGISTERED	VA950-461	7/29/98
BUTTERFLYS & BEES	PENDING		11/23/98
BUTTERFLY	PENDING		11/23/98
BUMBLE BEE	PENDING		11/23/98
CHERRIES	REGISTERED	VA852-329	12/9/98
EVENING FLOWER	PENDING		12/7/98
FROG WITH BOW	PENDING		11/23/98
GRAPES	REGISTERED	VA949-710	11/17/98
HINGED BUTTERFLY	REGISTERED	VA949-708	11/17/98
HIPPOPOTAMUS SLIPCOVER	REGISTERED	VA950-460	7/29/98
HUMMINGBIRD	REGISTERED	VA949-717	11/17/98
KITTY CAT SLIPCOVER	REGISTERED	VA950-458	7/29/98
LADYBUG	PENDING		11/23/98
MOOSE SLIPCOVER	REGISTERED	VA950-463	7/29/98
OCTOPUS	PENDING		11/23/98
PEAR	REGISTERED	VA949-709	11/17/98

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ST. JOHN KNITS, INC.
COPYRIGHT STATUS REPORT
UNITED STATES

SCHEDULE II
TO SECURITY AGREEMENT

PIG SLIPCOVER	REGISTERED	VA950-462	7/29/98
PINEAPPLE	REGISTERED	VA949-716	11/17/98
RASPBERRIES	REGISTERED	VA949-714	11/17/98
SEA SHELL	REGISTERED	VA852-330	12/9/98
SHEEP SLIPCOVER	REGISTERED	VA950-459	7/29/98
SNAIL	REGISTERED	VA852-331	12/9/98
ST. JOHN PEARL EARRINGS	REGISTERED	VA672-207	1/27/95
STRAWBERRIES	REGISTERED	VA852-332	12/9/98

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LICENSES

License Agreement, dated May 15, 1997, between St. John Knits, Inc. and Swiss Army Brands, Inc. for:

Trademark:	ST. JOHN
Goods:	Wrist watches, travel alarm clocks and watches
Territory:	Australia, Benelux, Canada, Caribbean Nations, Germany, Hong Kong, Indonesia, Japan, Korea, Switzerland, United Kingdom, United States

License Agreement, dated January 1, 1997, between St. John Knits, Inc. and Marine Optical Group for:

Trademark:	ST. JOHN
Goods:	Eyewear, including prescription eyewear, sunglasses and optical sunglass cases
Territory:	Argentina, Australia, Austria, Belgium, Benelux, Bolivia, Brazil, Canada, Chile, China, Columbia, Costa Rica, Denmark, Ecuador, El Salvador, Finland, France, Germany, Greece, Guatemala, Honduras, Hong Kong, Iceland, Indonesia, Israel, Italy, Japan, Korea, Kuwait, Malaysia, Mexico, New Zealand, Nicaragua, Norway, Paraguay, Peru, Philippines, Portugal, Saudi Arabia, Singapore, Spain, Sweden, Switzerland, Taiwan, Thailand, United Arab Emirates, United Kingdom, United States, Uruguay, Venezuela

License and Distribution Agreement, dated August 1, 1997, between St. John Knits, Inc. and St. John Company, Ltd. for:

Goods:	All women's apparel and women's accessories which are both manufactured and distributed by St. John for retail sale in the United States
Territory:	Japan

License Agreement, dated June 1, 1998, between St. John Knits, Inc. and Sirius Asia for:

Trademark:	ST. JOHN
Goods:	Alligator leather handbags and other small alligator leather goods Crocodile leather handbags and other small crocodile leather goods Ostrich leather handbags and other small ostrich leather goods
Territory:	China, Hong Kong, Indonesia, Japan, Malaysia, Philippines, Singapore, South Korea, Taiwan, Thailand

License Agreement, dated January 1, 1999, between St. John Knits, Inc. and J. Percy for Marvin Richards, Inc. for:

Trademark: ST. JOHN, SJ (Stylized), MARIE GRAY w Katakana (Japan only)
Goods: Women's and children's coats and jackets, including, but not limited to, those made of fur, faux fur, wool, wool blend, cashmere, and or leather
Territory: Algeria, Argentina, Australia, Austria, Belgium, Brazil, Bulgaria, Canada, Chile, China, Czech Republic, Denmark, Ecuador, Egypt, Finland, France, Germany, Greece, Hong Kong, Hungary, Indonesia, Iceland, Ireland, Israel, Italy, Japan (use only MARIE GRAY with Katakana trademark), Jordan, Kuwait, Lebanon, Liechtenstein, Luxembourg, Malaysia, Mexico, Monaco, Montenegro, Morocco, Netherlands, New Zealand, North Korea, Norway, Panama, Philippines, Portugal, Rumania, Russia, San Marino, Serbia, Singapore, Slovak Republic, South Africa, South Korea, Spain, Sweden, Switzerland, Taiwan, Thailand, Turkey, United Arab Emirates, United Kingdom, United States

License Agreement, dated November 1, 1994, between St. John Knits, Inc. and "Mr. Kang" for:

Trademark: ST. JOHN
Services: Retail store operation
Territory: Pusan, Korea

License Agreement, dated August 23, 1994, and amended on June 30, 1998, between St. John Knits, Inc. and C.B. Seok for:

Trademark: ST. JOHN
Services: Retail store operation
Territory: Seoul, Korea and Taegu, Korea

Retail Store License Agreement, dated June 1, 1999, between St. John Knits, Inc. and Jutta Zichner for:

Trademark: ST. JOHN
Services: Retail store operation
Territory: Dresden, Germany

Copyright License Agreement, dated January 28, 1999, between St. John Knits, Inc. and Thomas D. Mangelsen Inc. for:

Photograph: Bathtime at Masailand
Territory: Worldwide

ST. JOHN KNITS, INC.
PATENT STATUS REPORT
UNITED STATES

SCHEDULE IV
TO SECURITY AGREEMENT

TITLE	INVENTION STATUS	APPLICATION NO. APPLICATION DATE	PATENT NO. DATE
COMBINED BOTTLE AND CAP	GRANTED	29/027,516 8/23/94	D375,686 11/19/96
PURSE COVER	PENDING	09/163,105 9/29/98	
PURSE COVER	PENDING	29/094,377 9/29/98	

ST. JOHN KNITS, INC.
PATENT STATUS REPORT
FOREIGN

SCHEDULE IV
TO SECURITY AGREEMENT

COUNTRY/ TITLE	INVENTION STATUS	APPLICATION NO. APPLICATION DATE	PATENT NO. DATE
AUSTRIA METHOD AND APPARATUS FOR STICKING A MULTIPLICITY OF ORNAMENTAL PIECES ONTO A BASE SHEET MATERIAL	GRANTED	82902171.6 7/10/82	0084543 7/10/82
SWITZERLAND METHOD AND APPARATUS FOR STICKING A MULTIPLICITY OF ORNAMENTAL PIECES ONTO A BASE SHEET MATERIAL	GRANTED	82902171.6 7/10/82	0084543 7/10/82
GERMANY (FED. REP. OF) METHOD AND APPARATUS FOR STICKING A MULTIPLICITY OF ORNAMENTAL PIECES ONTO A BASE SHEET MATERIAL	GRANTED	82902171.6 7/10/82	P3264266.0 7/10/82
FRANCE METHOD AND APPARATUS FOR STICKING A MULTIPLICITY OF ORNAMENTAL PIECES ONTO A BASE SHEET MATERIAL	GRANTED	82902171.6 7/10/82	0084543 7/10/82
UNITED KINGDOM METHOD AND APPARATUS FOR STICKING A MULTIPLICITY OF ORNAMENTAL PIECES ONTO A BASE SHEET MATERIAL	GRANTED	82902171.6 7/10/82	0084543 7/10/82
JAPAN METHOD AND APPARATUS FOR STICKING A MULTIPLICITY OF ORNAMENTAL PIECES ONTO A BASE SHEET MATERIAL	GRANTED	56-111454 7/18/81	1416883 7/18/81
ITALY METHOD AND APPARATUS FOR STICKING A MULTIPLICITY OF ORNAMENTAL PIECES ONTO A BASE SHEET MATERIAL	GRANTED	67922 A/82 7/10/82	1155560 7/10/82

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ALGERIA ST. JOHN	2001241	10/27/90	570512	4/26/91
ARGENTINA ST. JOHN	2097413	8/11/97	1705125	11/18/98
ST. JOHN	2096157	8/5/97		
ST. JOHN	2150532	5/13/98		
ST. JOHN	2150535	5/13/98		
ST. JOHN	2150534	5/13/98		
ST. JOHN	2150533	5/13/98		
ST. JOHN	2117050	11/26/97		
AUSTRALIA SJK ST. JOHN (STYLIZED)	740717	8/4/97	740717	2/16/98
ST. JOHN	545484	11/12/90	B545484	12/15/95
ST. JOHN	545481	11/12/90	B545481	12/15/95
ST. JOHN	740253	7/29/97	740253	12/7/98
ST. JOHN	545482	11/12/90	B545482	12/15/95
ST. JOHN	747617	11/3/97		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	711271	6/24/96	711271	7/18/97
AUSTRIA MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	2001241	10/27/90	570512	4/26/91
ST. JOHN	689190	11/21/97		
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	AM650694	12/21/94	159314	8/18/95

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ST. JOHN BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELLIA	399493	11/26/96		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
BELGIUM MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELLIA	399493	11/26/96		
BENELUX GRIFFITH GRAY & DESIGN	837051	11/10/94	562260	11/10/94
GRIFFITH GRAY FOR ST. JOHN & DESIGN	303561	12/18/95	584561	10/1/96
SJ & DESIGN	303562	12/18/95	584562	10/1/96
ST. JOHN	689190	11/21/97		
ST. JOHN	893133	5/7/97	615120	4/1/98
ST. JOHN	303584	1/18/96	587034	11/4/96
ST. JOHN	2001241	10/27/90	570512	4/26/91
ST. JOHN BY MARIE GRAY	303585	1/18/96	587077	11/4/96
ST. JOHN SPORT BY MARIE GRAY & DESIGN	303652	9/4/96	596608	6/2/97
BOLIVIA ST. JOHN	17613	12/3/97		
BRAZIL SJ & DESIGN	818894997	11/6/95	818894997	6/23/98

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ST. JOHN	820781878	5/27/98		
ST. JOHN	820301841	10/1/97		
ST. JOHN	820781860	5/27/98		
ST. JOHN	820301833	7/25/97		
ST. JOHN	820781851	5/27/98		
ST. JOHN	820301850	10/1/97		
ST. JOHN BY MARIE GRAY	820343838	10/27/97		
BULGARIA ST. JOHN	2001241	10/27/90	570512	4/26/91
CALIFORNIA KAMA BY ST. JOHN		4/22/93	097770	7/6/93
MARIE ST. JOHN		10/2/84	74994	11/1/84
MARIE ST. JOHN (STYLIZED)			74999	11/1/84
SJ ST. JOHN BOUTIQUES (STYLIZED)	093533	1/30/91	093533	1/30/91
ST. JOHN			67519	10/12/82
ST. JOHN			65404	2/1/82
ST. JOHN (STYLIZED IN COMPUTER FONT)			91300	1/9/90
ST. JOHN (STYLIZED)		5/26/87	085026	10/7/87
ST. JOHN (STYLIZED)	82086	7/15/86	82086	7/21/86
ST. JOHN COLLECTION BY MARIE GRAY (STYLIZED)			098382	12/1/93
CANADA SJ ST. JOHN & DESIGN	665314	8/28/90	397009	4/10/92
SJK ST. JOHN (STYLIZED)	852975	8/6/97		
ST. JOHN	701619	3/24/92	413762	6/18/93

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ST. JOHN	836834	2/17/97		
ST. JOHN	857085	9/24/97		
ST. JOHN ACCESSORIES (STYLIZED)	887547	8/14/98		
ST. JOHN BY MARIE GRAY	783271	5/23/95		
ST. JOHN GIFTS	882305	6/22/98	506349	1/11/99
ST. JOHN GIFTS BY AMEN WARDY	882307	6/22/98		
ST. JOHN HOME	882304	6/22/98		
ST. JOHN HOME BY AMEN WARDY	882306	6/22/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	818811	7/24/96	496406	6/18/98
WHITE CAMELLIA	878431	5/13/98		
CHILE ST. JOHN	396419	11/7/97	515696	
ST. JOHN	414495	5/13/98	526153	11/4/98
ST. JOHN	421362	7/22/98	534722	2/18/99
ST. JOHN	421361	7/22/98	534721	2/18/99
ST. JOHN BY MARIE GRAY	424729	8/20/98		
ST. JOHN	200.777	9/21/92	392828	6/23/93
CHINA GRIFFITH GRAY & DESIGN	9700136287	12/22/98		
MARIE GRAY	9700137087	12/23/97		
SJ & DESIGN	9700137088	12/23/97		
SJ & DESIGN	9700137089	12/23/97		
SJK ST. JOHN (STYLIZED)	970097211	9/15/97		

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ST. JOHN	2001241	10/27/90	570512	4/26/91
ST. JOHN	970094885	9/9/97	1238166	1/19/99
ST. JOHN	9800034719	4/13/98		
ST. JOHN	9700133795	12/15/97		
ST. JOHN BY MARIE GRAY	9700137090	12/23/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	9800001927	1/7/98		
COLUMBIA ST. JOHN	97-070210	12/1/97	209398	6/23/98
COLORADO ST. JOHN	T20848	1/26/82	T20848	2/1/82
COSTA RICA ST. JOHN	112438	12/15/97	108158	7/2/98
CZECH REPUBLIC ST. JOHN	2001241	10/27/90	570512	4/26/91
DENMARK MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	689190	11/21/97		
ST. JOHN	AO4.805/1991	7/8/91	.623/1994	7/15/94
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	3812/96	6/28/96	VR5239 1996	9/13/96
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
WHITE CAMELLIA	399493	11/26/96		
ECUADOR ST. JOHN	83262	11/17/97		
ST. JOHN	26807	7/24/91	3064-92	12/10/92
ST. JOHN	26806	7/24/91	3063-92	12/10/92
ST. JOHN	26805	7/24/91	3062-92	12/10/92
EGYPT ST. JOHN	108863	9/16/97		
ST. JOHN	2001241	10/27/90	570512	4/26/91
ST. JOHN	108862	9/16/97		
EL SALVADOR ST. JOHN	7020/97	11/20/97		
EUROPEAN COMMUNITY MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	689190	11/21/97		
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELLIA	399493	11/26/96		
FINLAND MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	5716790	11/6/90	118917	5/5/92
ST. JOHN	689190	11/21/97		

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELLIA	399493	11/26/96		
FRANCE MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	689190	11/21/97		
ST. JOHN	2001241	10/27/90	570512	4/26/91
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN DESIGNED BY MARIE GRAY (STYLIZED)	924374	5/3/88	1463305	5/3/88
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELLIA	399493	11/26/96		
GERMANY (FED. REP. OF) GRIFFITH GRAY & DESIGN	39401073.6/2	8/8/95	39401073	2/23/96
MARIE GRAY	614263	8/18/97		
SJ BY MARIE GRAY	395081548	2/22/95	39508154	1/29/97
SJK	39744125.8	9/15/97	39744125	3/3/98
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	39720631.3	5/7/97	39720631	3/23/98
ST. JOHN	689190	11/21/97		
ST. JOHN	39746606.4	9/30/97	39746606	3/4/98

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ST. JOHN	E30098/25	10/27/90	2001241	4/26/91
ST. JOHN	39761749.6	12/23/97		
ST. JOHN & DESIGN	31 984/25WZ	5/18/78	1025816	11/20/81
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	395112435	3/14/95	39511243	2/21/96
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
ST. JOHN (STYLIZED)	35 201/25 WZ	7/22/80	1026075	12/1/81
WHITE CAMELLIA	399493	11/26/96		
GREECE MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	689190	11/21/97		
ST. JOHN	109618	7/8/92	109618	5/17/95
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELLIA	399493	11/26/96		
GUATEMALA ST. JOHN	UNASSIGNED	11/18/97		
HONDURAS ST. JOHN	12746/97	11/4/97	71572	4/17/98
ST. JOHN	3839/97	4/7/97	69149	7/31/97

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ST. JOHN	3840/97	4/7/97	69128	7/31/97
HONG KONG GRIFFITH GRAY & DESIGN II	15884/97	11/6/97		
MARIE GRAY	1550 OF 1998	2/10/98	5219 OF 1999	4/29/99
SJ & DESIGN	94/04553	4/26/94	09652/1995	11/20/95
SJ & DESIGN	94/04555	4/26/94	09654/1995	11/20/95
SJ & DESIGN	94/04554	4/26/94	09653/1995	11/20/95
SJK ST. JOHN (STYLIZED)	11838/97	8/16/97		
ST. JOHN	15774/97	11/3/97		
ST. JOHN	10712/97	7/29/97		
ST. JOHN	94/01289	2/3/94	B2343/1997	3/5/97
ST. JOHN	98/10454	8/6/98		
ST. JOHN	17713/97	12/15/97		
ST. JOHN	94/01290	2/3/94	313/1996	1/11/96
ST. JOHN ACCESSORIES (STYLIZED)	98/01807	8/13/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	7500/96	6/21/96	2696/99	3/8/99
HUNGARY ST. JOHN	2001241	10/27/90	570512	4/26/91
ICELAND ST. JOHN	1681/1997	10/31/97	300/1998	2/26/98
INDONESIA SJ & DESIGN	D99-1277	2/3/99		
SJ & DESIGN	D99-1276	2/3/99		
SJK ST. JOHN (STYLIZED)	D97-22085	10/9/97		
ST. JOHN	D97-13319	7/3/97		

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ST. JOHN	D98-532	1/12/98		
ST. JOHN	J98-531	1/12/98		
ST. JOHN	17377	11/28/90	286591	1/26/93
ST. JOHN	D99-919	1/27/99		
ST. JOHN	D99-920	1/27/99		
ST. JOHN BY MARIE GRAY	D99-922	1/27/99		
INT'L REGISTRATION ST. JOHN	2001241	10/27/90	570512	4/26/91
IRELAND (REPUBLIC OF) MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	90/6383	11/5/90	B146951	9/5/94
ST. JOHN	90/6382	11/5/90	B146950	9/5/94
ST. JOHN	689190	11/21/97		
ST. JOHN	90/6704	11/5/90	B146952	9/5/94
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	96/4030	6/24/96	174644	7/25/97
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELLIA	399493	11/26/96		
ISRAEL ST. JOHN	115707	11/3/97		
ST. JOHN	78324	11/29/90	78324	10/5/94
ST. JOHN	78323	11/29/90	78323	10/5/94
ST. JOHN	78322	11/29/90	78322	10/5/94

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ST. JOHN	113963	8/2/96	599710	7/1/97
ITALY MARIE GRAY	614263	8/18/97		
SJ & DESIGN	M198C004432	4/30/98		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	2001241	10/27/90	570512	4/26/91
ST. JOHN	T097C002214	8/11/97		
ST. JOHN	689190	11/21/97		
ST. JOHN & DESIGN	19239C/78	6/9/78	357453	6/19/85
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELLIA	399493	11/26/96		
JAPAN MARIE GRAY FOR ST. JOHN	33126/1998	4/16/98		
MARIE GRAY ST. JOHN	30543/1991		2664149	5/31/94
MARIE GRAY WITH KATAKANA			2210758	2/23/91
MARIE GRAY WITH KATAKANA			2183739	10/31/89
SJ MARIE GRAY & DESIGN	7-11479	2/10/95	4243064	2/26/99
SJ & DESIGN	7-0202501	3/6/95	4032503	7/25/97
SJ & DESIGN	101510/1998	11/26/98		
SJ & DESIGN	10-74137	9/1/98		
SJK	9-160712	9/24/97	4211596	11/13/98
SJK ST. JOHN (STYLIZED)	9-157480	12/12/97		
ST. JOHN	142481/1989	12/15/89		

COUNTRY/STATE TRADEMARK	APPLICATION NO. / DATE		REGISTRATION NO. / DATE	
ST. JOHN	104453/1991	12/31/91	2721472	5/16/97
ST. JOHN	142482/1989	12/15/89		
ST. JOHN	142483/1989		2554124	7/30/93
ST. JOHN	71889/1991		2641387	3/31/94
ST. JOHN	146066/1992	7/28/92	3154986	5/31/97
ST. JOHN	137079/1995	12/28/95		
ST. JOHN	178010/1992	9/10/92	3172238	6/28/96
ST. JOHN	74893/1991		2667056	3/31/94
ST. JOHN	9-115996	5/15/97	4244472	2/26/99
ST. JOHN	74892/1991		2641389	3/31/94
ST. JOHN	137080/1995	12/28/95		
ST. JOHN	9-172776	11/4/97		
ST. JOHN (ASSOCIATED MARK)	104454/1991	12/31/91	2722257	6/27/97
ST. JOHN (ASSOCIATED MARK)	48749/1991	5/14/91		
ST. JOHN ACCESSORIES (STYLIZED)	10-73132	8/28/98		
ST. JOHN BY MARIE GRAY	8-67828	6/21/96	4104108	1/16/98
WHITE CAMELLIA	8-131686	11/25/96		
JORDAN ST. JOHN	3425	11/8/97		
KOREA (SOUTH) SAN JOHN	19819/91	7/9/91	264866	8/10/94
SAN JOHN	25792/91	9/4/91	264866	6/1/93
SJ MARIE GRAY & DESIGN	94-48471	12/5/94	345435	8/13/96
SJ & DESIGN	48468/94	12/5/94	345434	8/13/96
SJ & DESIGN	48467/94	12/5/94	341706	6/21/96
SJ & DESIGN	48466/94	12/5/94	334312	2/27/96

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ST. JOHN	19818/91	7/9/91	244520	7/24/92
ST. JOHN	17256/97	12/22/97		
ST. JOHN	58154/97	12/22/97	430441	11/21/98
ST. JOHN	58155/97	12/22/97		
ST. JOHN	23575/97	5/26/97	411109	7/21/98
ST. JOHN	1991/19817	7/9/91	248957	9/4/92
ST. JOHN	11253/98	4/29/98		
ST. JOHN ACCESSORIES (STYLIZED)	29345/98	11/10/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	252/98	1/8/98		
KUWAIT ST. JOHN	UNASSIGNED	10/29/97		
ST. JOHN	38547	12/17/97		
ST. JOHN	38546	12/17/97		
LEBANON ST. JOHN	55334	3/26/91	55334	3/26/91
LIECHTENSTEIN ST. JOHN	2001241	10/27/90	570512	4/26/91
LUXEMBOURG MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	689190	11/21/97		
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		

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WHITE CAMELLIA	399493	11/26/96		
MALAYSIA ST. JOHN	13628/97	11/6/97		
ST. JOHN	90/07564	11/15/90	90/07564	8/15/97
ST. JOHN	90/07566	11/15/90		
ST. JOHN	98/09384	8/12/98		
ST. JOHN	90/07565	11/15/90	90/07565(B)	6/16/97
MEXICO SJK ST. JOHN (STYLIZED)	310428	10/10/97	565407	11/28/97
ST. JOHN	330613	4/27/98		
ST. JOHN	174809	8/6/93	461589	5/25/94
ST. JOHN	316885	12/9/97		
ST. JOHN	316886	12/9/97	569616	1/30/98
ST. JOHN	211241	9/7/94	477640	10/21/94
ST. JOHN BY MARIE GRAY	240079	8/15/95	504841	8/15/95
WHITE CAMELLIA	332915	5/18/98	581232	6/30/98
MONACO ST. JOHN	2001241	10/27/90	570512	4/26/91
MOROCCO ST. JOHN	2001241	10/27/90	570512	4/26/91
NETHERLANDS MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	689190	11/21/97		
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		

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ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELLIA	399493	11/26/96		
NEW ZEALAND SJK ST. JOHN (STYLIZED)	280470	8/4/97	280470	9/11/98
ST. JOHN	284274	11/3/97	B284274	9/17/98
ST. JOHN	206124	11/9/90	B206124	8/10/95
ST. JOHN	206123	11/9/90	B206123	8/10/95
ST. JOHN	206125	11/9/90	B206125	8/10/95
ST. JOHN SPORT BY MARIE GRAY & DESIGN	263804	6/21/96	263804	12/14/98
NICARAGUA ST. JOHN	97-04159	12/2/97		
NORTH KOREA ST. JOHN	2001241	10/27/90	570512	4/26/91
NORWAY ST. JOHN	97-9148	11/3/97	191880	8/6/98
ST. JOHN	90/5819	11/8/90	150238	4/23/92
PANAMA SJ & DESIGN	78978	1/4/96	78978	5/27/97
ST. JOHN	78365	11/20/95	78365	11/14/96
ST. JOHN	077670	10/6/95		
ST. JOHN BY MARIE GRAY	78974	1/4/96	78974	5/20/97
PARAGUAY ST. JOHN	23784-97	11/24/97		

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PERU ST. JOHN	51500	11/6/97	44168	3/13/98
PHILIPPINES ST. JOHN	100392	5/26/95	66617	11/25/98
ST. JOHN	100393	5/26/95		
ST. JOHN	04624	6/26/98		
ST. JOHN	126526	11/15/97		
ST. JOHN BY MARIE GRAY	00100394-PN	5/26/95		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	109358	6/27/96		
PORTUGAL MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	689190	11/21/97		
ST. JOHN	2001241	10/27/90	570512	4/26/91
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELLIA	399493	11/26/96		
ROMANIA ST. JOHN	2001241	10/27/90	570512	4/26/91
RUSSIAN FEDERATION ST. JOHN	2001241	10/27/90	570512	4/26/91
ST. JOHN	97717299	11/14/97		
ST. JOHN	97711261	7/30/97		

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ST. JOHN IN RUSSIAN	97717300	11/14/97		
SAN MARINO ST. JOHN	2001241	10/27/90	570512	4/26/91
SAUDI ARABIA ST. JOHN	42091	12/21/97		
SINGAPORE ST. JOHN	4730/95	5/27/95		
ST. JOHN	S/1247/91	4/9/91		
ST. JOHN	14961/97	12/9/97		
ST. JOHN	6519/98	6/30/98		
ST. JOHN	97-16436	11/15/97		
ST. JOHN BY MARIE GRAY	2600/95	9/22/94	2600/95	9/22/94
ST. JOHN SPORT BY MARIE GRAY & DESIGN	6476/96	6/25/96		
SLOVAK REPUBLIC ST. JOHN	2001241	10/27/90	570512	4/26/91
SOUTH AFRICA ST. JOHN	90/10128	11/16/90	90/10128	1/6/96
ST. JOHN	90/10127	11/16/90	90/10127	11/16/90
ST. JOHN	90/10129	11/16/90	90/10129	11/16/90
SPAIN MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	689190	11/21/97		
ST. JOHN	2001241	10/27/90	570512	4/26/91
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		

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ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELIA	399493	11/26/96		
SWEDEN MARIE GRAY	614263	8/18/97		
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	9010461	11/15/90	250373	7/30/93
ST. JOHN	689190	11/21/97		
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELIA	399493	11/26/96		
SWITZERLAND GRIFFITH GRAY & DESIGN	7939/1994.1	11/10/94	423326	11/29/96
ST. JOHN	8810/1997	11/4/97	451397	8/12/98
ST. JOHN	2001241	10/27/90	570512	4/26/91
ST. JOHN	3598/1997	5/7/97	446748	11/11/97
ST. JOHN BY MARIE GRAY	8534/1994.2	11/30/94	426426	10/2/96
ST. JOHN SPORT BY MARIE GRAY & DESIGN	269/98	1/15/98	452194	
TAIWAN GRIFFITH GRAY & DESIGN	86056535	11/5/97	836360	1/16/99
SJ & DESIGN	568818	8/16/92	568818	8/16/92
SJK ST. JOHN (STYLIZED)	86047936	9/15/97		
ST. JOHN	86057968	11/13/97		

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ST. JOHN	87030647	6/24/98		
ST. JOHN	546840	1/1/92	546840	1/1/92
ST. JOHN	87048336	10/1/98		
ST. JOHN	548572	1/16/92	548572	1/16/92
ST. JOHN	549537	2/1/92	549537	2/1/92
ST. JOHN	86041509	8/11/97	819372	10/1/98
ST. JOHN BY MARIE GRAY	84013823	3/25/95	706614	2/16/96
ST. JOHN SPORT BY MARIE GRAY & DESIGN	85031827	6/28/96		
THAILAND ST. JOHN	212469	2/27/91	159864	8/26/92
ST. JOHN	212468	2/27/91	153272	11/4/91
ST. JOHN	350533	12/12/97	KOR82627	11/25/98
ST. JOHN	363589	6/26/98		
ST. JOHN BY MARIE GRAY	282777	3/22/95	56368	4/4/97
TURKEY ST. JOHN	14304	9/30/96	178675	9/30/96
ST. JOHN			141935	10/10/92
UNITED ARAB EMIRATES ST. JOHN	24485	11/26/97		
ST. JOHN	24486	11/26/97		
ST. JOHN	25124	1/21/98		
UNITED KINGDOM MARIE GRAY	614263	8/18/97		
SJ & DESIGN	1572402	5/17/94	1572402	5/17/94
SJ & DESIGN	1572400	5/17/94	1572400	5/17/94

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SJ & DESIGN	1572401	5/17/94	1572401	5/17/94
SJK ST. JOHN (STYLIZED)	614289	8/18/97		
ST. JOHN	1447148	11/10/90	1447148	11/10/90
ST. JOHN	689190	11/21/97		
ST. JOHN	1446952	11/10/90	1446952	11/10/90
ST. JOHN	1446951	11/10/90	1446951	11/10/90
ST. JOHN ACCESSORIES (STYLIZED)	917328	8/27/98		
ST. JOHN BY MARIE GRAY	696922	12/5/98		
ST. JOHN BY MARIE GRAY	2107800	8/10/96	2107800	3/14/97
ST. JOHN SPORT BY MARIE GRAY & DESIGN	2104068	7/2/96	2104068	1/3/97
ST. JOHN SPORT BY MARIE GRAY & DESIGN	718197	1/7/98		
WHITE CAMELIA	399493	11/26/96		
URUGUAY ST. JOHN	299455	11/6/97		
VENEZUELA ST. JOHN	93-013053	7/20/93		
ST. JOHN	97-024783	12/5/97		
VIETNAM ST. JOHN	2001241	10/27/90	570512	4/26/91
YUGOSLAVIA ST. JOHN	2001241	10/27/90	570512	4/26/91