

MRD

11/30/00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

12-01-2000



101534627

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

• 19570



RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

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

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name KOBRA INTERNATIONAL, LTD.

11102000

Formerly _____

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other _____

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name CIT GROUP/COMMERCIAL SERVICES, INC., THE

DBA/AKA/TA _____

Composed of _____

Address (line 1) 1211 Avenue of the Americas

Address (line 2) _____

Address (line 3) New York

City

New York, USA

State/Country

10036

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization _____

12/01/2000 DNGUYEN 00000038 1841144

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
600.00 OP

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

TRADEMARK
REEL: 002185 FRAME: 0175

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name:

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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<input type="text"/>	<input type="text"/>	<input type="text"/>

SEE ATTACHED

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

Statement and Signature

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

Name of Person Signing

Signature

Date Signed

**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

KOBRA INTERNATIONAL, LTD.

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. PATENTS

Title

Patent No.

Issue Date

[NONE]

**SCHEDULE B TO PATENT OF SECURITY INTEREST II. PATENTS,
TRADEMARKS AND LICENSES**

between

KOBRA INTERNATIONAL, LTD.

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

**NICOLE MILLER TRADEMARK REGISTRATIONS
(DOMESTIC)**

NO.	MARK	REG. #.	GOODS	REGISTERED	EXPIRES
1.	Nicole Miller	1,841,144	Perfume	6/21/94	6/21/04
2.	Nicole Miller	1,783,390	Cuff-Links & Stud sets	7/20/93	7/20/03
3.	Nicole Miller	1,861,759	Jewelry	11/8/94	11/8/04
4.	Nicole Miller	1,783,441	Umbrellas	7/20/93	7/20/03
5.	Nicole Miller	1,787,269	Ladies handbags, wallets & purses	8/10/93	8/10/03
6.	Nicole Miller	1,902,188	Men's Clothing; formal wear & accessories; Body suits	6/27/95	6/27/05
7.	Nicole Miller	1,277,092	Ladies Clothing; Dresses, blouses etc.	5/8/84	5/8/04 (Renewal)
8.	Nicole Miller	1,770,610	Retail clothing store services	5/11/93	5/11/03

9.	Nicole Miller (Signature)	1,979,477	Men's underwear & shirts	6/11/96	6/11/06
10.	Nicole Miller (Signature)	2,067,507	Leg Accessories; Hosiery, socks & tights	6/3/97	6/3/07
11.	Nicole Miller (Signature)	1,974,853	Outerwear; coats, jackets, blazers	5/21/96	5/21/06
12.	Nicole Miller (Signature)	1,454,374	Ladies clothing; Dresses, blouses, skirts etc.	8/25/87	8/25/07 (Renewal)
13.	Nicole Miller For Men	1,987,525	Shave cream, after shave, deodorant soap, cologne etc.	7/16/96	7/16/06
14.	Official Baseball Blazer	1,928,576	Blazers	10/17/95	10/17/05
15.	Official Football Blazer	1,928,588	Blazers	10/17/95	10/17/05
16.	Official Golf Blazer	1,928,590	Blazers	10/17/95	10/17/05
17.	Official Lawyer Blazer	1,924,694	Blazers	10/3/95	10/3/05
18.	Official Soccer Blazer	1,928,589	Blazers	10/17/95	10/17/05
19.	Official Tennis Blazer	1,917,335	Blazers	9/5/95	9/5/05

20.	Touchdown	1,917,337	Buttons of Blazers, sports jackets & overcoats	9/5/95	9/5/05
21.	Nicole Nicole Miller	2,237,645	perfume	4/6/99	4/5/04

256148.1

PENDING REGISTRATION APPLICATIONS

<u>NO.</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>GOODS</u>	<u>FILIN G DATE</u>
1.	Nicole Miller	75703986	astringents for cosmetic purposes, beauty masks, blusher, skin cleansing lotion, cold cream, cosmetic compacts, cosmetic pencils, night cream, skin cleaning cream, skin cream, eye cream, eye makeup remover, eye pencils, eye shadow, eyebrow pencils, eyeliners, face powder, facial scrubs, lip gloss, non-medicated lip balm, lipstick skin and facial lotions, makeup, eye makeup, facial makeup, foundation makeup, mascara, skin moisturizer, rouge, skin clarifiers, skin emollients, skin lighteners, skin soap, skin toners, hand soap, face soap, body soap, sun block preparation, sun screen preparations, and wrinkle removing skin care preparations	5/12/9 9
2.	Nicole Miller	76018539	sheets, pillow covers, blankets, comforters, duvets, quilts, bedcovers, drapes, dust rufles, and towels	4/14/9 9
3.	Nicole Miller	76091882	dishes, dinnerware, serving trays, containers for household or kitchen use (not of precious metal), vases, carafes, beverage glassware, casseroles, glass bowls, cocktail shakers, pitchers, coffee servers (nonelectric and not of precious metal), coffee services (not of precious metal), cookie jars, cookware namely, decorative plates, napkin and serviette holders, hot pots (nonelectric), pot lids, pie servers, glass and metal cooking pans, pressure cooking saucepans (nonelectric)	7/15/9 9
4.	Nicole Miller Executive	75928853	bathrobes, belts, blazers, blouses, boxer shorts, sport coats, suit coats, leather coats, topcoats, overcoats, dresses, hosiery, jackets, lounge wear, neckties, pajamas, pants, robes, sport shirts, shirts, knit shirt, nightshirts, sleep wear, socks, suits, sweaters, t-shirts, ties, vests and shoes	2/26/0 0

256148.1

**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 10TH day of November, 2000, by **KOBRA INTERNATIONAL, LTD.**, a New York corporation, with its principal place of business at 525 Seventh Avenue, New York, NY 10018 (herein the "Company"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, NY 10036 (herein "CIT").

WITNESSETH:

WHEREAS, the Company and CIT are parties to a certain Financing Agreement of even date herewith, as the same may be amended from time to time (herein the "Financing Agreement"), which Financing Agreement provides (i) for CIT to make certain loans, advances and extensions of credit, all to or for the account of the Company and (ii) for the grant by the Company to CIT of a security interest in certain of the Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein;

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

1. Definitions. Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. Grant of Security Interest. To secure the payment of the "Obligations" (as defined in the Financing Agreement), the Company hereby grants to CIT a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
 - (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including,

without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

- (ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral; and
- (v) All cash and non-cash proceeds of the foregoing.

3. CIT's Rights. Upon the occurrence of any Event of Default hereunder, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CIT will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CIT upon the occurrence of any Event of Default hereunder, CIT shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to CIT concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event CIT exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CIT to the Company, the Company shall never

thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CIT of the rights provided by this Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CIT or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. The Company will pay all filing fees with respect to the security interest created hereby which CIT may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.
5. Representations and Warranties. The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby and Permitted Encumbrances (as defined in the Financing Agreement), the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral.
6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CIT in connection with such sale and the exercise of CIT's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CIT in such order as CIT may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.
7. Defense of Claims. The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CIT therein. The Company agrees to reimburse CIT for all costs and expenses incurred by CIT in defending any such action, claim or proceeding.

8. Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any rights that CIT has under the Financing Agreement. The Company agrees to execute and deliver to CIT (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.
9. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
10. **CHOICE OF LAW. THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE FINANCING AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CIT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND CIT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**
11. Events of Default. Any of the following constitutes an Event of Default under this Agreement:
- (i) The Company fails to perform or observe any agreement, covenant or condition required under this Agreement;
 - (ii) Any warranty or representation made by Company, in this Agreement shall be or becomes false or misleading in any material respect; or
 - (iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by CIT.
12. Notices. The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CIT written notice in the manner provided in the Financing Agreement of:
- (i) any claim by a third party that the Company has infringed on the rights of a third party;
 - (ii) any suspected infringement by a third party on the rights of the Company; or

(iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

13. Further Assurances. The Company will take any such action as CIT may reasonably require to further confirm or protect CIT's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to CIT a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.
14. Termination. This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment of all Obligations of the Company thereunder. Upon the Company's request, CIT shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

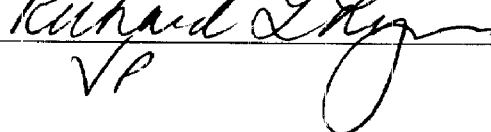
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 10th day of November, 2000.

KOBRA INTERNATIONAL, LTD.

By: 
Title: CEO

Agreed and Accepted this
10th day of November, 2000

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: 
Title: VP

IRREVOCABLE POWER OF ATTORNEY

KOBRA INTERNATIONAL, LTD., with offices at 525 Seventh Avenue, New York, NY 10018, (hereinafter referred to as the "Company"), hereby grants to **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, NY 10036 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and CIT including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to CIT are outstanding under the Financing Agreement, dated on or about the date hereof, between the Company and CIT.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CIT after the occurrence of an Event of Default under the Agreement between CIT and the Company; and

4. CIT shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 10th day of November, 2000.

KOBRA INTERNATIONAL, LTD.

By: 

Title: CEO

STATE OF New York)

COUNTY OF New York)

On November 10, 2000, before me, the undersigned, a notary public in and for said State, personally appeared S. BRAND KONHEIM known to me to be the CEO of the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.


Notary Public

STANLEY R. KARP
Notary Public, State of New York
No. 02KA5057858
Qualified in Suffolk County
Commission Expires April 1 2002

**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

KOBRA INTERNATIONAL, LTD.

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. PATENTS

Title

Patent No.

Issue Date

[NONE]

**SCHEDULE B TO PATENT OF SECURITY INTEREST II. PATENTS,
TRADEMARKS AND LICENSES**

between

KOBRA INTERNATIONAL, LTD.

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

**NICOLE MILLER TRADEMARK REGISTRATIONS
(DOMESTIC)**

NO.	MARK	REG. #.	GOODS	REGISTERE D	EXPIRES
1.	Nicole Miller	1,841,144	Perfume	6/21/94	6/21/04
2.	Nicole Miller	1,783,390	Cuff-Links & Stud sets	7/20/93	7/20/03
3.	Nicole Miller	1,861,759	Jewelry	11/8/94	11/8/04
4.	Nicole Miller	1,783,441	Umbrellas	7/20/93	7/20/03
5.	Nicole Miller	1,787,269	Ladies handbags, wallets & purses	8/10/93	8/10/03
6.	Nicole Miller	1,902,188	Men's Clothing; formal wear & accessories; Body suits	6/27/95	6/27/05
7.	Nicole Miller	1,277,092	Ladies Clothing; Dresses, blouses etc.	5/8/84	5/8/04 (Renewal)
8.	Nicole Miller	1,770,610	Retail clothing store services	5/11/93	5/11/03

9.	Nicole Miller (Signature)	1,979,477	Men's underwear & shirts	6/11/96	6/11/06
10.	Nicole Miller (Signature)	2,067,507	Leg Accessories; Hosiery, socks & tights	6/3/97	6/3/07
11.	Nicole Miller (Signature)	1,974,853	Outerwear; coats, jackets, blazers	5/21/96	5/21/06
12.	Nicole Miller (Signature)	1,454,374	Ladies clothing; Dresses, blouses, skirts etc.	8/25/87	8/25/07 (Renewal)
13.	Nicole Miller For Men	1,987,525	Shave cream, after shave, deodorant soap, cologne etc.	7/16/96	7/16/06
14.	Official Baseball Blazer	1,928,576	Blazers	10/17/95	10/17/05
15.	Official Football Blazer	1,928,588	Blazers	10/17/95	10/17/05
16.	Official Golf Blazer	1,928,590	Blazers	10/17/95	10/17/05
17.	Official Lawyer Blazer	1,924,694	Blazers	10/3/95	10/3/05
18.	Official Soccer Blazer	1,928,589	Blazers	10/17/95	10/17/05
19.	Official Tennis Blazer	1,917,335	Blazers	9/5/95	9/5/05

20.	Touchdown	1,917,337	Buttons of Blazers, sports jackets & overcoats	9/5/95	9/5/05
21.	Nicole Nicole Miller	2,237,645	perfume	4/6/99	4/5/04

PENDING REGISTRATION APPLICATIONS

<u>NO.</u>	<u>MARK</u>	<u>SERIAL NO.</u>	<u>GOODS</u>	<u>FILIN G DATE</u>
1.	Nicole Miller	75703986	astringents for cosmetic purposes, beauty masks, blusher, skin cleansing lotion, cold cream, cosmetic compacts, cosmetic pencils, night cream, skin cleaning cream, skin cream, eye cream, eye makeup remover, eye pencils, eye shadow, eyebrow pencils, eyeliners, face powder, facial scrubs, lip gloss, non-medicated lip balm, lipstick skin and facial lotions, makeup, eye makeup, facial makeup, foundation makeup, mascara, skin moisturizer, rouge, skin clarifiers, skin emollients, skin lighteners, skin soap, skin toners, hand soap, face soap, body soap, sun block preparation, sun screen preparations, and wrinkle removing skin care preparations	5/12/9 9
2.	Nicole Miller	76018539	sheets, pillow covers, blankets, comforters, duvets, quilts, bedcovers, drapes, dust ruffles, and towels	4/14/9 9
3.	Nicole Miller	76091882	dishes, dinnerware, serving trays, containers for household or kitchen use (not of precious metal), vases, carafes, beverage glassware, casseroles, glass bowls, cocktail shakers, pitchers, coffee servers (nonelectric and not of precious metal), coffee services (not of precious metal), cookie jars, cookware namely, decorative plates, napkin and serviette holders, hot pots (nonelectric), pot lids, pie servers, glass and metal cooking pans, pressure cooking saucepans (nonelectric)	7/15/9 9
4.	Nicole Miller Executive	75928853	bathrobes, belts, blazers, blouses, boxer shorts, sport coats, suit coats, leather coats, topcoats, overcoats, dresses, hosiery, jackets, lounge wear, neckties, pajamas, pants, robes, sport shirts, shirts, knit shirt, nightshirts, sleep wear, socks, suits, sweaters, t-shirts, ties, vests and shoes	2/26/0 0

NICOLE MILLER TRADEMARK REGISTRATIONS (FOREIGN)

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
1.	Argentina	Nicole Miller	1557799	Class 25	4/28/95	4/28/05
2.	Aruba	Nicole Miller (signature)	16943	Class 3, 14, 25 and 35	6/13/94	6/12/04
3.	Australia	Nicole Miller (signature)	A449235	Dresses, blouses, skirts, slacks and sweaters	7/28/86	7/28/07
4.	Benelux	Nicole Miller	421453	Precious metals, Leather and imitations of leather goods, clothing, footwear, headgear	7/22/86	7/22/06
5.	Benelux	Nicole Miller (signature w/ lips design)	629956	Class 25, 28	3/4/98	3/4/08

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
6.	Brasil	Nicole Miller	817795316	Cosmetics & personal products	9/17/96	9/17/06
7.	Canada	Nicole Miller (signature)	490,931	Cosmetics & Perfume	3/5/98	3/5/13
8.	Canada	Nicole Miller	472,512	Cosmetics and Perfume	3/12/97	3/12/12
9.	Canada	Nicole Miller	348,401	Dresses, blouses, skirts, slacks and sweaters	11/25/88	11/25/03
10.	Colombia	Nicole Miller	164821	Class 3	8/26/94	8/25/04
11.	Costa Rica	Nicole Miller	91156	Cosmetics and perfume	5/8/95	5/8/05
12.	China	Nicole Miller (signature)	1242981	Glasses, sunglasses, eyeglass frames etc.	1/28/99	1/27/09
13.	China	Nicole Miller (signature)	1226220	Luggage, traveling bags, backpacks, umbrellas etc.	11/28/98	11/27/08

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
14.	China	Nicole Miller (signature)	1217893	Dress making, tailoring, dress trimming, fur and leather coat making	10/21/98	10/20/08
15.	China	Nicole Miller (signature)	1222140	Soap, shampoo, deodorants for personal use, creams for cosmetic purposes etc.	11/14/98	11/13/08
16.	China	Nicole Miller (signature)	1234698	Clothing, evening wear, bridal wear, blouses, ties, belts, scarves etc	12/28/98	12/27/08

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
17.	Denmark	Nicole Miller	2098/1987	Precious metals & their alloys, jewelry etc; leather and imitation of leather goods; clothing, footwear & headgear	5/29/87	5/29/07
18.	Denmark	Nicole Miller (signatur e w/ lips design)	1723/1998	Clothing, footwear, headgear; Games and playthings, gymnastic and sporting articles, decorations for Christmas trees	4/03/98	4/03/08
19.	France	Nicole Miller (signatur e)	94/527235	3, 14, 25 & 35		6/30/04
20.	Germany	Nicole Miller (signatur e)	39719953	3, 9, 14, 18, 25, 35	6/2/98	5/31/07
21.	Germany	Lips Design	39814987	25, 28	6/8/98	3/31/08

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
22.	Germany	Nicole Miller signature with lips design	39814986	25, 28	7/13/98	3/31/08
23.	Germany	Nicole Miller	1106061	Watches and jewelry; Handbags; Dresses, blouses, skirts, footwear & headgear	7/22/86	7/22/96
24.	G. Britain & N. Ireland	Nicole Miller (signatur e with lips design)	2160729	Mens polo shirts, T- shirts, knit shirts, golf shirts etc.; Golf bags, golf bag covers, golf bag tags etc	3/12/98	
25.	G. Britain & N. Ireland	Nicole Miller (signatur e)	1271796	Dresses, blouses, skirts etc. and footwear	7/21/86	7/20/07

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
26.	G. Britain & N. Ireland	Nicole Miller (signature)	1517702	Toilet and cosmetic preparatio ns; perfumes, colognes, pot-pourri etc.	11/2/92	11/2/99
27.	G. Britain & N. Ireland	Nicole Miller (signature)	1517703	Preparatio ns for substances for deodorising reodorising and/or air freshening	11/2/92	11/2/99
28.	Hongkong	Nicole Miller (signature)	09841 of 1997	clothing, footwear, headgear for women	12/22/93	12/22/00
29.	Indonesia	Nicole Miller	338076	Class 3	4/19/94	4/19/04

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
30.	Italy	Nicole Miller	475986	Precious metals and their alloys, jewelry etc.; leather and imitation of leather articles; clothing including boots, shoes & slippers	8/7/86	8/7/06
31.	Japan	Nicole Miller (signature)	4245372		5/5/99	5/5/09
32.	Mexico	Nicole Miller	438635	Cufflinks and stud sets	8/2/93	9/26/01
33.	Mexico	Nicole Miller	502736	Clothing, including mens shirts, bow ties, cummer - bunds, vests and bodywear	8/31/95	9/26/01

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
34.	Mexico	Nicole Miller	502737	All items in class 25, excluding Clothing, mens shirts, bow ties, cummer - bunds, vests and bodywear	8/31/95	9/26/01
35.	Netherlan ds	Nicole Miller (signatur e)	18089		10/3/94	8/3/04
36.	Paraguay	Nicole Miller	172639	Class 3	11/3/94	11/3/04
37.	Panama	Nicole Miller	73440	Class 3 (perfume?)	7/24/96	7/24/06
38.	Peru	Nicole Miller	009051	personal hygiene products, cosmetics, perfumes etc.	8/5/94	8/5/04

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
39.	Saudi Arabia	Nicole Miller	318/25	Bleaching preparatio ns and other substances for laundry use; soaps, perfumery, cosmetics, hair lotions etc.	8/17/94	8/20/03
40.	Saint Lucia	Nicole Miller (signatur e)	Kobra TM5 of 1995	Cosmetics	1/17/95	1/17/09
41.	Saint Lucia	Nicole Miller (signatur e)	Kobra TM6 of 1995	Jewelry	1/17/95	1/17/09
42.	Saint Lucia	Nicole Miller (signatur e)	Kobra TM7 of 1995	Clothing	1/17/95	1/17/09
43.	Saint Lucia	Nicole Miller (signatur e)	Kobra TM8 of 1995	Retail Store Services	1/17/95	1/17/09
44.	St. Christophe & Nevis	Nicole Miller (signatur e)	Kobra T4257	Clothing, cosmetics & jewellery	1/11/95	

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
45.	St. Christophe r & Nevis	Nicole Miller (signatur e)	Kobra S41	Class 50(10)	1/11/95	
46.	Spain	Nicole Miller	1817150	Class 3	4/25/94	4/25/04
47.	Spain	Nicole Miller	1658157	Class 25	9/26/91	9/26/01
48.	Spain	Nicole Miller	1658158	Class 18	9/26/91	9/26/01
49.	Spain	Nicole Miller	1658159	Class 14	9/26/91	9/26/01
50.	Taiwan	Nicole Miller	691849	Hand soap, Hair shampoo, Hair color, gels etc.	10/1/95	10/15/04
51.	Taiwan	Nicole Miller	658187	Cosmetics	10/16/94	10/15/04
52.	Uruguay	Nicole Miller	267224	Class 3	7/3/95	7/3/05
53.	Virgin Islands	Nicole Miller	6134	Class 25	5/8/84	5/8/04
54.	Virgin Islands	Nicole Miller (signatur e)	6135	Class 25	8/25/87	8/25/07
55.	Virgin Islands	Nicole Miller	6136		5/11/93	5/11/03
56.	Virgin Islands	Nicole Miller	6137	Class 14	7/20/93	7/20/03

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
57.	Virgin Islands	Nicole Miller	6138	Class 25	8/10/93	8/10/03

NICOLE MILLER TRADEMARK REGISTRATIONS (FOREIGN)

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
1.	Argentina	Nicole Miller	1557799	Class 25	4/28/95	4/28/05
2.	Aruba	Nicole Miller (signature)	16943	Class 3, 14, 25 and 35	6/13/94	6/12/04
3.	Australia	Nicole Miller (signature)	A449235	Dresses, blouses, skirts, slacks and sweaters	7/28/86	7/28/07
4.	Benelux	Nicole Miller	421453	Precious metals, Leather and imitations of leather goods, clothing, footwear, headgear	7/22/86	7/22/06
5.	Benelux	Nicole Miller (signature w/ lips design)	629956	Class 25, 28	3/4/98	3/4/08

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
6.	Brasil	Nicole Miller	817795316	Cosmetics & personal products	9/17/96	9/17/06
7.	Canada	Nicole Miller (signature)	490,931	Cosmetics & Perfume	3/5/98	3/5/13
8.	Canada	Nicole Miller	472,512	Cosmetics and Perfume	3/12/97	3/12/12
9.	Canada	Nicole Miller	348,401	Dresses, blouses, skirts, slacks and sweaters	11/25/88	11/25/03
10.	Colombia	Nicole Miller	164821	Class 3	8/26/94	8/25/04
11.	Costa Rica	Nicole Miller	91156	Cosmetics and perfume	5/8/95	5/8/05
12.	China	Nicole Miller (signature)	1242981	Glasses, sunglasses, eyeglass frames etc.	1/28/99	1/27/09
13.	China	Nicole Miller (signature)	1226220	Luggage, traveling bags, backpacks, umbrellas etc.	11/28/98	11/27/08

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
14.	China	Nicole Miller (signature)	1217893	Dress making, tailoring, dress trimming, fur and leather coat making	10/21/98	10/20/08
15.	China	Nicole Miller (signature)	1222140	Soap, shampoo, deodorants for personal use, creams for cosmetic purposes etc.	11/14/98	11/13/08
16.	China	Nicole Miller (signature)	1234698	Clothing, evening wear, bridal wear, blouses, ties, belts, scarves etc	12/28/98	12/27/08

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
17.	Denmark	Nicole Miller	2098/1987	Precious metals & their alloys, jewelry etc; leather and imitation of leather goods; clothing, footwear & headgear	5/29/87	5/29/07
18.	Denmark	Nicole Miller (signatur e w/ lips design)	1723/1998	Clothing, footwear, headgear; Games and playthings, gymnastic and sporting articles, decorations for Christmas trees	4/03/98	4/03/08
19.	France	Nicole Miller (signatur e)	94/527235	3, 14, 25 & 35		6/30/04
20.	Germany	Nicole Miller (signatur e)	39719953	3, 9, 14, 18, 25, 35	6/2/98	5/31/07
21.	Germany	Lips Design	39814987	25, 28	6/8/98	3/31/08

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22.	Germany	Nicole Miller signature with lips design	39814986	25, 28	7/13/98	3/31/08
23.	Germany	Nicole Miller	1106061	Watches and jewelry; Handbags; Dresses, blouses, skirts, footwear & headgear	7/22/86	7/22/96
24.	G. Britain & N. Ireland	Nicole Miller (signatur e with lips design)	2160729	Mens polo shirts, T- shirts, knit shirts, golf shirts etc.; Golf bags, golf bag covers, golf bag tags etc	3/12/98	
25.	G. Britain & N. Ireland	Nicole Miller (signatur e)	1271796	Dresses, blouses, skirts etc. and footwear	7/21/86	7/20/07

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
26.	G. Britain & N. Ireland	Nicole Miller (signature)	1517702	Toilet and cosmetic preparatio ns; perfumes, cognes, pot-pourri etc.	11/2/92	11/2/99
27.	G. Britain & N. Ireland	Nicole Miller (signature)	1517703	Preparatio ns for substances for deodorising reodorising and/or air freshening	11/2/92	11/2/99
28.	Hongkong	Nicole Miller (signature)	09841 of 1997	clothing, footwear, headgear for women	12/22/93	12/22/00
29.	Indonesia	Nicole Miller	338076	Class 3	4/19/94	4/19/04

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
30.	Italy	Nicole Miller	475986	Precious metals and their alloys, jewelry etc.; leather and imitation of leather articles; clothing including boots, shoes & slippers	8/7/86	8/7/06
31.	Japan	Nicole Miller (signature)	4245372		5/5/99	5/5/09
32.	Mexico	Nicole Miller	438635	Cufflinks and stud sets	8/2/93	9/26/01
33.	Mexico	Nicole Miller	502736	Clothing, including mens shirts, bow ties, cummer - bunds, vests and bodywear	8/31/95	9/26/01

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
34.	Mexico	Nicole Miller	502737	All items in class 25, excluding Clothing, mens shirts, bow ties, cummer - bunds, vests and bodywear	8/31/95	9/26/01
35.	Netherlan ds	Nicole Miller (signatur e)	18089		10/3/94	8/3/04
36.	Paraguay	Nicole Miller	172639	Class 3	11/3/94	11/3/04
37.	Panama	Nicole Miller	73440	Class 3 (perfume?)	7/24/96	7/24/06
38.	Peru	Nicole Miller	009051	personal hygiene products, cosmetics, perfumes etc.	8/5/94	8/5/04

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
39.	Saudi Arabia	Nicole Miller	318/25	Bleaching preparatio ns and other substances for laundry use; soaps, perfumery, cosmetics, hair lotions etc.	8/17/94	8/20/03
40.	Saint Lucia	Nicole Miller (signatur e)	Kobra TM5 of 1995	Cosmetics	1/17/95	1/17/09
41.	Saint Lucia	Nicole Miller (signatur e)	Kobra TM6 of 1995	Jewelry	1/17/95	1/17/09
42.	Saint Lucia	Nicole Miller (signatur e)	Kobra TM7 of 1995	Clothing	1/17/95	1/17/09
43.	Saint Lucia	Nicole Miller (signatur e)	Kobra TM8 of 1995	Retail Store Services	1/17/95	1/17/09
44.	St. Christophe & Nevis	Nicole Miller (signatur e)	Kobra T4257	Clothing, cosmetics & jewellery	1/11/95	

<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
45.	St. Christophe r & Nevis	Nicole Miller (signature)	Kobra S41	Class 50(10)	1/11/95	
46.	Spain	Nicole Miller	1817150	Class 3	4/25/94	4/25/04
47.	Spain	Nicole Miller	1658157	Class 25	9/26/91	9/26/01
48.	Spain	Nicole Miller	1658158	Class 18	9/26/91	9/26/01
49.	Spain	Nicole Miller	1658159	Class 14	9/26/91	9/26/01
50.	Taiwan	Nicole Miller	691849	Hand soap, Hair shampoo, Hair color, gels etc.	10/1/95	10/15/04
51.	Taiwan	Nicole Miller	658187	Cosmetics	10/16/94	10/15/04
52.	Uruguay	Nicole Miller	267224	Class 3	7/3/95	7/3/05
53.	Virgin Islands	Nicole Miller	6134	Class 25	5/8/84	5/8/04
54.	Virgin Islands	Nicole Miller (signature)	6135	Class 25	8/25/87	8/25/07
55.	Virgin Islands	Nicole Miller	6136		5/11/93	5/11/03
56.	Virgin Islands	Nicole Miller	6137	Class 14	7/20/93	7/20/03

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<u>No.</u>	<u>COUNT- RY</u>	<u>MARK</u>	<u>REG. #.</u>	<u>GOODS</u>	<u>REGD</u>	<u>EXPIRES</u>
57.	Virgin Islands	Nicole Miller	6138	Class 25	8/10/93	8/10/03

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RECORDED: 11/30/2000

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