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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Kleinert's, Inc.

4-25-01

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

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

3. Nature of conveyance:

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

Execution Date: June 25, 1999

2. Name and address of receiving party(ies)

Name: B B & T Management Corp.

Internal

Address: c/o Alfred Smith, Esq.

Miller & Martin LLP

Street Address: Suite 1000 Volunteer Bldg.
832 Georgia Avenue

City: Chattanooga State: TN Zip: 37402

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

51,981

Additional number(s) attached Yes No

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

Name: Douglas T. Johnson

Internal Address: Miller & Martin LLP

Street Address: Suite 1000 Volunteer Bldg.

832 Georgia Avenue

City: Chattanooga State: TN Zip: 37402

6. Total number of applications and registrations involved:

16

7. Total fee (37 CFR 3.41).....\$ 415.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

13-3403

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

DO NOT USE THIS SPACE

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.

Evan Allison

Name of Person Signing

[Signature]
Signature

4/23/01
Date

17

Total number of pages including cover sheet, attachments, and document:

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

05/07/2001 LABELER 00000129 129233

405.00 OF
375.00 OF

01 FC:491
02 FC:482

Continuation of Item 2

BUSTER BROWN APPAREL, INC., a Delaware Corporation; and
BUSTER BROWN RETAIL, INC., a Delaware Corporation.

Continuation of Item 4

Page 2 of 2

Registration No(s)

129,233

221,202

505,224

505,225

686,368

732,513

800,744

948,548

1,241,251

1,329,707

1,411,428

1,508,223

1,815,993

1,858,651

128,885

SECURITY AGREEMENT

THIS SECURITY AGREEMENT is made as of June 25, 1999, by and among KLEINERT'S, INC., a Pennsylvania corporation ("Buyer"), and BB&T MANAGEMENT CORP., a Delaware corporation ("BB&T"), BUSTER BROWN APPAREL, INC., a Delaware corporation, and BUSTER BROWN RETAIL, INC., a Delaware corporation (individually, a "Seller" and collectively, "Sellers").

RECITALS

Pursuant to the Asset Purchase Agreement among Buyer and Sellers of even date herewith (the "Purchase Agreement"), Sellers sold and Buyer purchased certain assets, including, without limitation, certain trademarks, copyrights, product specifications, customer lists, trade names and other marks and proprietary rights, and the goodwill associated therewith, including the exclusive right to manufacturer and sell merchandise using or based upon the Buster Brown and Tige characters, all as described in Schedule A hereto (collectively, the "Trademarks") in consideration for certain payments, including, without limitation, the Deferred Payments, upon the terms and subject to the conditions set forth therein. To secure certain of Buyer's obligation to make the Deferred Payments to Sellers as provided in the Purchase Agreement. Buyer has agreed to grant to Sellers a first and prior lien on and security interest in the Collateral (as hereinafter defined).

NOW, THEREFORE, Buyer and Sellers, intending to be legally bound, hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms which are defined in the Purchase Agreement and used herein have the meanings ascribed to them in the Purchase Agreements. The following terms shall have the following meanings:

"Agreement" or "Security Agreement" means this Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Code" means the Uniform Commercial Code from time to time in effect in the Commonwealth of Pennsylvania; provided that if by reason of law, the perfection or effect of perfection or non-perfection of the security interests in any Collateral is governed by the Uniform Commercial Code in effect in a jurisdiction other than Pennsylvania, then the term "Code" shall mean and include the Uniform Commercial Code as in effect in such other jurisdiction for purposes of the provisions of this Agreement relating to such perfection or effect of perfection or non-perfection.

"Collateral" means all of Buyer's right, title and interest in and to the Trademarks, and all registrations thereof.

2. Grant of Security Interest. In consideration of and pursuant to the terms of the Purchase Agreement, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure Buyer's obligation to make the Deferred

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6/28/99

Payments as and to the extent provided in the Purchase Agreement, Buyer hereby grants to Sellers a first and prior lien on and security interest in Buyer's right, title and interest in and to the Collateral.

3. Release of Security Interest. Sellers hereby agree to release their security interest in, and promptly execute and deliver to Buyer all documents, and take all actions, necessary to terminate Sellers' security interest in the Collateral, on the date on which the sum of (a) the Deferred Payments, including the Advance, plus (b) payments, if any, made on account of the Primary Deficiency Amount, equals or exceeds \$10,000,000, as adjusted to reflect the amount of Losses offset by Buyer against the Deferred Payments as permitted under the Purchase Agreement; provided that such amounts are paid in full within fifteen (15) days after the Deferred Payment Termination Date in accordance with the Purchase Agreement.

4. Representations, Warranties and Covenants. Buyer represents, warrants and covenants to Sellers as follows:

(a) Buyer has not made any prior pledge, encumbrance, assignment or other disposition of the Collateral and, to Buyer's knowledge, the same is free and clear from all encumbrances and rights of setoff of any kind, except for license agreements existing on the date hereof and to which reference is made in the Purchase Agreement as a representation of Sellers to Buyer thereunder.

(b) Buyer is a corporation duly organized and validly existing and subsisting under the laws of the Commonwealth of Pennsylvania and is duly qualified as a foreign corporation and in good standing in every jurisdiction in which the ownership or use of its assets or the nature and conduct of its business requires such qualification, except where the failure to be so qualified would not have a material adverse effect on the Collateral.

(c) Buyer has the right, power and authority to enter into this Agreement and perform its terms.

(d) Buyer shall promptly notify BB&T, on behalf of Sellers, of any change in (i) the location of its principal place of business, (ii) its federal tax identification number, (iii) the location where it keeps or holds any Collateral or related records from its principal executive office located at 120 W. Germantown Pike, Suite 100, Plymouth Meeting, PA 19482 or (iv) its name, identity or structure in any manner. In the event of any such change, Buyer shall, at its cost and expense, cooperate with Sellers and cause to be filed or recorded additional financing statements, amendments or supplements to existing financing statements, continuation statements or other documents required to be recorded or filed to perfect and protect the security interest in the Collateral.

(e) Buyer shall, from time to time, at its expense, execute, deliver, file and record any statement, assignment, instrument, document, agreement or other paper and take any other action (including, without limitation, any filings of financing or continuation statements under the Code and any registrations or other filings with the United States Patent and Trademark Office) that Sellers may from time to time reasonably determine to be necessary or desirable in order to create, preserve, perfect, confirm or validate the security interests or to enable Sellers to (i) obtain the full benefits of this Agreement, or (ii) exercise and enforce any of

their rights, powers and remedies hereunder with respect to any of the Collateral. Buyer agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement. Buyer shall pay the costs of, or incidental to, any recording or filing of any financing or continuation statements concerning the Collateral.

(f) Except as otherwise provided in Paragraph 6, Buyer shall not enter into any agreement, including, without limitation, license agreements, which are inconsistent with Buyer's obligations hereunder.

(g) Buyer shall only use or permit the use of the Collateral in accordance with all applicable laws.

(h) Subject to Paragraph 8, Buyer shall defend the Collateral against all claims and demands of all persons at any time claiming the Collateral or any interest therein.

(i) Buyer shall use proper notice, as required by 15 U.S.C. §§1051-1127 in connection with its use of the Collateral.

(j) Buyer shall continue to use and cause its licensees to use the standards of quality in products bearing the Trademarks consistent with the standards of quality used in the ordinary course of Buyer's business.

5. Exclusive Use of Collateral. During the term of this Agreement, Buyer shall continue to have the exclusive right to use the Collateral, and Sellers shall have no right to use the Collateral or issue any exclusive or non-exclusive license with respect thereto, or to assign, pledge or otherwise transfer title in the Collateral to any other person.

6. Negative Pledge. Buyer agrees not to sell, assign or further encumber its rights and interest in the Collateral without the prior written consent of Sellers; provided, however, that Buyer shall have the right to enter into any exclusive or non-exclusive license or sublicense agreement with respect to the Collateral even if the term of such license or sublicense shall extend beyond the date on which Sellers may exercise their rights to take possession of the Collateral hereunder; provided that if such rights are exercised, all rights of Buyer under any of such license or sublicense agreements shall constitute and become part of the Collateral.

7. Primary Deficiency; Remedy.

(a) If, and only if, the Deferred Payments on the Deferred Payment Termination Date, including the Advance, is less than \$10,000,000, adjusted to reflect the amount of Losses offset by Buyer against the Deferred Payments, as permitted under the Purchase Agreement, and Buyer does not pay the Primary Deficiency Amount to BB&T, on behalf of Sellers, within fifteen (15) days of the Deferred Payment Termination Date as provided in the Purchase Agreement (a "Default"), BB&T, on behalf of Sellers, as the holders of a security interest under the Code, shall be entitled to foreclose on the Collateral, at which time Sellers shall have full rights of ownership in the Collateral, including, without limitation, the right to collect royalty payments under any existing licenses granted by Buyer to any other person.

(b) In the event of a foreclosure hereunder, Buyer hereby authorizes and empowers BB&T, on behalf of Sellers, to make, constitute and appoint any officer or agent of

BB&T as BB&T, on behalf of Sellers, may select, in its exclusive discretion, as Buyer's true and lawful attorney-in-fact, with the power to endorse Buyer's name on all applications, documents, papers and instruments necessary for Sellers to use the Collateral or to grant or issue any exclusive or non-exclusive license with respect to the Collateral to any other person, or necessary for Sellers to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other person. Buyer hereby ratifies all that such attorney shall lawfully, without gross negligence or willful misconduct, do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement.

(c) Without in any way limiting the foregoing, a failure of Buyer to pay a Deferred Payment when due, or a failure by Buyer to observe or perform any covenant or agreement under the Purchase Agreement, shall not give rise to any right on the part of Sellers to exercise their rights hereunder. Sellers expressly acknowledge that Sellers may only exercise their rights under this Paragraph 7 in the event of a Default. The exercise by Sellers of their rights under this Paragraph 7 upon a Default shall constitute the sole and exclusive remedy available to Sellers upon or by reason of a Default, and Buyer shall have no further obligation to make any future Deferred Payments or to pay to any Seller any amount in respect of the Trademarks other than amounts determined to constitute a Loss under the Purchase Agreement with respect to prior Deferred Payments.

(d) Buyer expressly acknowledges that this Agreement shall be recorded with the United States Patent and Trademark Office.

8. Prosecution of Trademark Applications.

(a) Buyer shall have the duty to prosecute, using commercially diligent efforts, any trademark application with respect to any portion of the Collateral pending as of the date hereof, and, to preserve and maintain all rights in the Collateral. Any reasonable expenses incurred in connection with such applications shall be borne by Buyer. Buyer shall not abandon any trademark included in the Collateral without the prior written consent to BB&T, on behalf of Sellers.

(b) Buyer shall have the sole right to decide whether or not proceedings shall be brought against any third party or parties in respect to the Collateral or any part thereof or any goodwill therein. If Buyer decides to take such action, Buyer shall take such action in its own name but may, at Buyer's option, join Sellers as nominal parties to such action. Sellers shall fully cooperate with Buyer, at Buyer's expense, to the extent necessary to prosecute such action. Buyer shall promptly, upon demand from BB&T, on behalf of Sellers, reimburse and indemnify Sellers for all damages and reasonable costs and expenses (including attorneys' fees) incurred by Sellers in the fulfillment of the provisions of this subparagraph.

(c) If, in the exercise of its rights granted hereunder, Sellers are alleged to infringe other property rights of any person, it shall be the sole responsibility and expense of Sellers to discharge its responsibilities to any such other person, and Sellers shall, jointly and severally, indemnify and hold harmless Buyer from and against any and all damages to Buyer by virtue of such infringement.

9. Severability. If any provision of this Agreement is held invalid or unenforceable by any court of competent jurisdiction, the other provisions of this Agreement shall remain in full force and effect. Any provision of this Agreement held invalid or unenforceable only in part or degree shall remain in full force and effect to the extent not held invalid or unenforceable.

10. No Waiver. The parties hereto shall not by any act (except by a written instrument pursuant to Paragraph 11 hereof), delay, indulgence, omission or otherwise, be deemed to have waived any right or remedy hereunder or to have acquiesced in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the parties, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the any party of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the parties would otherwise have on any future occasion.

11. Amendments; Successors and Assigns. None of the terms or provisions of this Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the parties hereto; provided that any provision of this Agreement benefiting Sellers may be waived in writing by BB&T, on behalf of Sellers. This Agreement may not be assigned without the prior written consent of all of the parties, except that Buyer may assign its rights and delegate its obligations under this Agreement without the prior written consent of any party to any entity in which it owns a one hundred percent (100%) equity interest or to any entity which owns a one hundred percent (100%) equity interest in Buyer. This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

12. Governing Law; Jurisdiction. This Agreement shall be governed by, and construed in accordance with, the internal laws of the Commonwealth of Pennsylvania, without regard to conflicts of law principles. Buyer and Sellers hereby consent to the exclusive jurisdiction of any state court located or presiding within the City of Philadelphia, Pennsylvania and any federal court located or presiding within the Eastern District of Pennsylvania, and irrevocably agree that all actions or proceedings relating to this Agreement or the transactions contemplated hereunder shall be litigated in such courts, and Buyer and each Seller waives any objection which Buyer or such Seller may have based on lack of personal jurisdiction, improper venue or *forum non conveniens* to the conduct of any proceeding in any such court.

13. Notices. Notices by either party hereto to the other shall be given as provided in the Purchase Agreement.

14. Number and Gender. In this Agreement, the use of the singular number shall include the plural and vice versa, the use of gender shall include all genders and the word "person" shall include an individual, a trust, a partnership, a body corporate or politic, an association and any other incorporated or unincorporated organization or entity.

15. Headings. The paragraph headings contained in this Agreement are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement.

16. Counterparts. This Agreement may be executed in several counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one agreement.

IN WITNESS WHEREOF, the undersigned have caused this Agreement to be duly executed and delivered as of the date first above.

KLEINERT'S, INC.

By: 

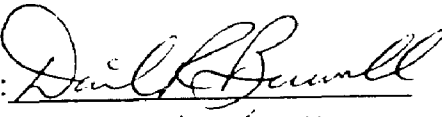
Name: Joseph J. Connors
Title: Chief Operating Officer

Attest: 

BB&T MANAGEMENT CORP.

By: 

Name: Stephen R. Clark
Title: President

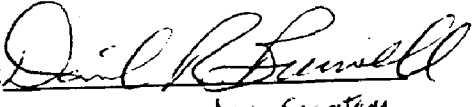
Attest: 

Asst. Secretary

BUSTER BROWN APPAREL, INC.

By: 

Name: Stephen R. Clark
Title: President

Attest: 

Asst. Secretary

BUSTER BROWN RETAIL, INC.

By: 

Name: Stephen R. Clark
Title: President

Attest: 

Asst. Secretary

SCHEDULE A
(Page 1 of 9)

TRADEMARK	COUNTRY	REGISTRATION NO./APPLICATION STATUS	RENEWAL/EXPIRATION DATE
BUSTER BROWN	UNITED STATES	51,981	05/01/06
BUSTER BROWN'S	UNITED STATES	129,233	01/27/00
BUSTER BROWN	UNITED STATES	221,202	11/23/06
BUSTER BROWN	UNITED STATES	505,224	12/28/08
BUSTER BROWN and Design	UNITED STATES	505,225	12/28/08
SLUMBER BUNNIES	UNITED STATES	686,368	10/06/99
BUSTER BROWN	UNITED STATES	732,513	06/05/02
BUSTER BROWN and Design	UNITED STATES	800,744	12/21/05
BUSTER BROWN and Design	UNITED STATES	948,548	12/12/02
CRAYON CROWD and Design	UNITED STATES	1,241,251	06/07/03
TIGE'S PALS	UNITED STATES	1,329,707	04/09/05
BETSY AND BOBBY and Design	UNITED STATES	1,411,428	09/30/06

PSJN2/238500.1

TRADEMARK	COUNTRY	REGISTRATION NO./APPLICATION STATUS	RENEWAL/EXPIRATION DATE
KABOOM! and Design	UNITED STATES	1,508,223	10/11/08
KABOOM!	UNITED STATES	1,815,993	01/11/00 (Sec. 8)
BUSTER BROWN and Design (Layette)	UNITED STATES	1,858,651	10/18/99 (Sec. 8)
DARNLESS	UNITED STATES	128,885	01/13/00
BUSTER BROWN	ARGENTINA	1,574,950	09/12/05
BUSTER BROWN	ARUBA	14,308	12/31/05
BUSTER BROWN	AUSTRALIA	A500,067	11/22/09
BUSTER BROWN	AUSTRALIA	A415,717	09/26/05
BUSTER BROWN	BAHAMAS	4676	02/17/08
BUSTER BROWN	BAHRAIN	12,318	03/09/04
BUSTER BROWN	BARBADOS	Application pending	
BUSTER BROWN	BELARUS	9,050	12/26/05
BUSTER BROWN	BENELUX	404,984	11/16/04
KABOOM!	BENELUX	Application pending	
BUSTER BROWN	BERMUDA	10,695	02/26/07
BUSTER BROWN (Word Mark)	BRAZIL	814,466,702	08/27/06

PSJN/238500.1

TRADEMARK	COUNTRY	REGISTRATION NO./APPLICATION STATUS	RENEWAL/EXPIRATION DATE
BUSTER BROWN and Device	BRAZIL	814,466,710	01/09/06
BUSTER BROWN (Layette)	CANADA	462,127	08/30/11
BUSTER BROWN "C&S FOR KIDS"	CANADA	331,060	08/14/02
DOUBLE B BY BUSTER BROWN (CRAYON CROWD)	CANADA	295,204	09/21/99
BUSTER BROWN (BOY & DOG)	CANADA	321,603	12/12/01
BUSTER BROWN (CRAYON CROWD)	CANADA	321,067	11/28/01
BEACH BUSTERS	CANADA	314,673	05/30/01
BUSTERS	CANADA	316,275	07/11/01
BUSTER BROWN	CHILE	472,523	11/20/06
BUSTER BROWN	CHINA	997,436	05/06/07
BUSTER BROWN	COLOMBIA	127,772	12/20/04
BUSTER BROWN	COMMUNITY TRADEMARK (EUROPE)	20,552	04/01/06

PSJN2/238500.1

TRADEMARK	COUNTRY	REGISTRATION NO./APPLICATION STATUS	RENEWAL/EXPIRATION DATE
KABOOM!	COMMUNITY TRADEMARK (EUROPE)	37,424	08/01/06
BUSTER BROWN	COSTA RICA	58,826	06/10/01
KABOOM!	COSTA RICA	79,139	04/09/02
BUSTER BROWN	CUBA	112,197	10/22/96 status unknown - foreign associate non-responsive (10/22/03?)
BUSTER BROWN	DENMARK	3271/1991	05/31/01
BUSTER BROWN	DOMINICAN REPUBLIC	75,416	12/15/14
BUSTER BROWN	ECUADOR	3953-97	11/11/07
KABOOM!	ECUADOR	1464-92	06/08/02
BUSTER BROWN	EL SALVADOR	Application approved- if no opposition, registration will be granted	
BUSTER BROWN	ESTONIA	24422	09/19/07
BUSTER BROWN	FINLAND	47,075	05/05/06
BUSTER BROWN	FRANCE	1,593,672	04/04/00

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TRADEMARK	COUNTRY	REGISTRATION NO./APPLICATION STATUS	RENEWAL/EXPIRATION DATE
BUSTER BROWN	GERMANY	807,367	12/08/04
BUSTER BROWN	GREECE	35,078	03/02/06
BUSTER BROWN	GREAT BRITAIN	889,881	01/27/01
BUSTER BROWN	GREAT BRITAIN	741,898	05/02/04
BUSTER BROWN	GUATEMALA	17,446	10/03/06
BUSTER BROWN	HAITI	240/74	09/11/05
BUSTER BROWN	HONDURAS	13,432	07/04/06
BUSTER BROWN	ICELAND	477/1988	10/31/08
BUSTER BROWN	INDIA	Pending application	
BUSTER BROWN	INDONESIA	368266	12/20/04
BUSTER BROWN	HONG KONG	834/58	04/23/07
BUSTER BROWN	IRELAND	71,192	01/27/01
BUSTER BROWN	ISRAEL	23,907	12/08/99
BUSTER BROWN	ITALY	689,499	12/18/04
BUSTER BROWN	JAMAICA	11,337	02/08/01
BUSTER BROWN (WORD MARK)	JAPAN	2,369,075	01/31/02
BUSTER BROWN	JAPAN	2,369,076	01/31/02

FSJN2/238500.1

TRADEMARK	COUNTRY	REGISTRATION NO./APPLICATION STATUS	RENEWAL/EXPIRATION DATE
(WORD MARK w/KATAKANA)			
BUSTER & TIGE (DESIGN ONLY)	JAPAN	2,452,008	09/30/02
KABOOM!	JAPAN	2,452,014	09/30/02
BUSTER BROWN	JORDAN	27,613	01/06/11
BUSTER BROWN	KAZAKSTAN	951,764	12/26/05
BUSTER BROWN	KOREA	Application published for opposition	
KABOOM!	KOREA	199,177	08/28/00
BUSTER BROWN	LATVIA	M38660	12/29/05
BUSTER BROWN	LEBANON	41,167	09/29/1996 (Renewal in process)
BUSTER BROWN	LIBYA	Application filed 1979; Application withdrawn 08/1989	
BUSTER BROWN	LITHUANIA	29946	01/03/06
BUSTER BROWN	MALAYA	302/64 (OLD 42304)	08/13/99
BUSTER BROWN	MALAYSIA	3832/90	Renewal Pending
BUSTER BROWN	MALI	723	Expired

PSIN2/238500.1

TRADEMARK	COUNTRY	REGISTRATION NO./APPLICATION STATUS	RENEWAL/EXPIRATION DATE
BUSTER BROWN	MALTA	8558	02/16/08
BUSTER BROWN	MEXICO	373,563	10/20/03
BUSTER BROWN LAYETTE	MEXICO	509914 CLASS 24	no use of mark in commerce - will expire 06/4/03
BUSTER BROWN LAYETTE	MEXICO	463569 CLASS 25	no use of mark in commerce - will expire 06/14/03
BUSTER BROWN	MONACO	818,466	02/15/06
BUSTER BROWN	MOROCCO	37,087	02/08/06
BUSTER BROWN	NETHERLANDS	5606	01/30/15
BUSTER BROWN	NEW ZEALAND	72,194	11/26/11
BUSTER BROWN	NICARAGUA	22,375	11/17/02
BUSTER BROWN	NIGERIA	17,422	02/09/08
BUSTER BROWN	NORWAY	69,945	09/09/06
BUSTER BROWN	PAKISTAN	44,715	02/05/03
BUSTER BROWN	PANAMA	73899	09/03/06
BUSTER BROWN	PANAMA	8246	07/13/04
BUSTER BROWN	PARAGUAY	195.839	11/18/07
BUSTER BROWN	PHILLIPPINES	Application pending	

PSJN2/238500.1

TRADEMARK	COUNTRY	REGISTRATION NO./APPLICATION STATUS	RENEWAL/EXPIRATION DATE
BUSTER BROWN	PUERTO RICO	Application pending	
BUSTER BROWN	RUSSIAN FED.	Application pending	
BUSTER BROWN	SABAH	302/64 (OLD 9961)	08/12/99
BUSTER BROWN	SARAWAK	302/64 (OLD 5280)	08/14/99
BUSTER BROWN	SAUDI ARABIA	206/34	expired 02/23/99
BUSTER BROWN	SINGAPORE	4513/90	06/21/07
BUSTER BROWN and Device	SOUTH AFRICA	1271/58	04/22/02
BUSTER BROWN	SWEDEN	218,197	08/03/00
BUSTER BROWN	SWITZERLAND	364,819	07/17/08
BUSTER BROWN	TADJIKISTAN	Application pending	
BUSTER BROWN	TAIWAN	434,753	03/15/99 - Renewal in Process
BUSTER BROWN	TAIWAN	426,875	01/15/99 - Renewal in Process
BUSTER BROWN	THAILAND	140,282	08/17/98 - Renewal in Process
BUSTER BROWN	UKRAINE	Application pending	
BUSTER BROWN	UNITED ARAB EMIRATES	15,847	02/18/04
BUSTER BROWN	UZBEKISTAN	5,948	01/17/06

PSJN2/238500.1

TRADEMARK	COUNTRY	REGISTRATION NO./APPLICATION STATUS	RENEWAL/EXPIRATION DATE
BUSTER BROWN	VENEZUELA	32,597	09/10/87 (Pending)
BUSTER BROWN	VENEZUELA	Application pending	
CRAYON CROWD	VENEZUELA	Application pending	
BUSTER BROWN	VIRGIN ISLANDS	1187	06/10/04

PSJN2/238500.1