

06-08-2001



HEET

WMA
6-8-01

TO: The Commissioner of Patents

101742949

ted original document(s) or copy(ies).

Submission Type

Conveyance Type

New

Assignment

License

Resubmission (Non-Recordation)
Document ID# []

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error
Reel # [] Frame # []

Merger

Effective Date
Month Day Year

04 / 17 / 2001

Corrective Document
Reel # [] Frame # []

Change of Name

Other Amend and Restated Trademark Security Agreement

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name Pacific Trail, Inc.

Execution Date
Month Day Year
04/17/2001

Formerly []

Individual General Partnership Limited Partnership Corporation Association

Other []

Citizenship/State of Incorporation/Organization Washington

Receiving Party

Mark if additional names of conveying parties attached

Name Congress Financial Corporation

DBA/AKA/TA []

Composed of []

Address (line 1) 1133 Avenue of the Americas

Address (line 2) []

Address (line 3) New York New York 10036

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other []

Citizenship/State of Incorporation/Organization Delaware

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 is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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: 002310 FRAME: 0767

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

212-661-9100

Name

Otterbourg, Steindler, Houston & Rosen, PC

Address (line 1)

Att: Matthew Miller, Esq.

Address (line 2)

230 Park Avenue

Address (line 3)

New York, NY 10169

Address (line 4)

Pages

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

52

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)

See Exhibit A Annexed Hereto

<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"/>

Registration Number(s)

See Exhibit A Annexed Hereto

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

Number of Properties

Enter the total number of properties involved.

25

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

\$640.00

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.

Todd Weil

Name of Person Signing

Signature

Date

EXHIBIT A

TRADEMARK NAME	REGISTRATION/ APPLICATION NO.	REGISTRATION/ APPLICATION DATE
Bainbridge Isle	1262465	12/27/83
Pacific Trail	1855198	09/20/94
Trailfleece	1452227(s)	08/11/87
Rhino Cloth	2000189	09/10/96
Northern Exposure	2065376	05/27/97
Northern Exposure	1446575	07/07/87
Pacific Trail	995887	10/15/74
Inside Edge	1323403	03/05/85
Pacific Trail	1828362	03/29/94
Vaqa	1326010	03/19/85
Weather Watcher	1420135	12/09/86
Black Dot	1860991	11/01/94
Glacier Bay	1448585	07/21/87
Marquis	732770	06/12/62
New Spirit	1312441	01/01/85
Atlantic Trail	1162849	07/28/81
Liberty Bell	2166090	06/16/98
Storm Tech Logo	2183918	08/25/98
Inside Edge Logo	2185818	09/01/98
Pierson Outfitters	1636956	
Black Dot	75/546873	09/03/98
Black Dot & Design	75/617222	01/08/99
Climatech	76/193965	01/12/01
Hydro Vent & Design	76/157481	11/01/00
Pac Tech	75/651566	03/02/99

AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

This Amended and Restated Trademark Security Agreement ("Agreement"), dated as of April 17, 2001, is by and between PACIFIC TRAIL, INC., a Washington corporation ("Debtor"), with its chief executive office at 1700 Westlake Avenue North, Suite 200, Seattle, Washington 98109 and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, service marks, trade names and trade dress and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Debtor, London Fog Industries, Inc. ("LFI") and The Scranton Outlet Corporation ("Scranton Outlet", and together with LFI and Debtor, collectively "Borrowers"), each commenced a case under Chapter 11 of Title 11 of the United States Code in the United States Bankruptcy Court for the District of Delaware and Debtor and each other Borrower has retained possession of its assets and has been authorized under the Bankruptcy Code (as defined in the Loan Agreement as hereinafter defined) to continue the management and operation of its business as debtor-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, before the commencement of the Chapter 11 Cases (as defined in the Loan Agreement), Secured Party made loans and advances, and extended other credit accommodations, to Borrowers secured by the assets and properties of Borrowers as set forth in the Existing Financing Agreements (as defined in the Loan Agreement) as in effect immediately before the commencement of the Chapter 11 Cases; and

WHEREAS, before the commencement of the Chapter 11 Cases, in order to induce Secured Party to enter into the Existing Financing Agreements, Debtor granted a lien on all the existing Trademarks of Debtor pursuant to the Trademark Security Agreement, dated as of May 15, 1997, between Debtor and Secured Party, recorded with the United States Patent and Trademark Office on May 23, 1997 at Reel 1590, Frame 0270, as heretofore amended and as in effect immediately before the Effective Date (as defined in the Loan Agreement) (the "Existing Trademark Security Agreement"); and

WHEREAS, Borrowers thereafter requested Secured Party to provide a post-petition revolving credit facility and the Bankruptcy Court (as defined in the Loan Agreement) entered the Final Financing Order (as defined in the Loan Agreement) pursuant to which Lender made

post-petition loans and advances, and extended other financial accommodations to Borrowers secured by all assets and properties of Borrowers as set forth in the Final Financing Order and the Existing Financing Agreements; and

WHEREAS, Borrowers have requested that Lender enter into certain post-Effective Date financing arrangements with Borrowers upon the occurrence of the Effective Date pursuant to which Lender may make loans and provide other financial accommodations to Borrowers as set forth in the Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among Secured Party, Debtor, and the other Borrowers (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party, and to confirm its prior grant to Secured Party of, certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party, and hereby confirms its prior grant to Secured Party of, a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, service marks, tradenames and trade dress and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, service marks, tradenames, trade dress and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, service marks, tradenames, trade dress and all renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, service marks, tradenames and trade dress appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all

customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect to the Trademarks, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements of the Trademarks; and (e) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under the Existing Trademark Security Agreement, this Agreement, the Loan Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Trademarks indicated on Exhibit A as being registered in the United States or Canada are valid and subsisting and in full force and effect. Debtor owns the sole, full and, except as provided below in this Section 3(b), clear title to all of the existing Collateral, and the right and power to grant the security interest granted hereunder. Except as described in Section 3(n) hereof, Debtor shall, at Debtor's expense, (x) perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks or service marks, as the case may be, and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any affidavits of use, renewal affidavits and applications and (y) Debtor shall provide Secured Party with written confirmation that the necessary filings to maintain the

existence, validity and subsistence of this Collateral have been made prior to the time that the filings are due. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except (i) the security interests granted hereunder, pursuant to the Existing Trademark Security Agreement and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) hereof.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts in the United States and Canada and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then

applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Within ten (10) days after filing, Debtor shall provide notice to Secured Party of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States. If, after the date hereof, Debtor shall (i) obtain any registered trademark, service mark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable, except upon Debtor's compliance with, and in the absence of Lender's objection pursuant to Section 3(n) hereof as to the affected Trademarks. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable. As of the date hereof, Debtor represents to Secured Party that there are Persons other than Debtor and LFI that own trademark and/or service mark applications and/or registrations for trademarks or common law rights to trademarks in countries other than the United States and Canada that may be identical to and/or confusingly similar to, certain of the Trademarks and which may infringe on the rights of Debtor to use such Trademarks in such countries but not in the United States and Canada. Debtor represents and warrants that the foregoing set of facts and circumstances do not impair the ability of Debtor to use and enjoy the benefits of any Trademarks in the United States and Canada and would have a de minimus impact, if any, on the fair market value of the Collateral. As of the date hereof, Debtor also represents to Secured Party that Debtor is not currently using certain Trademarks in countries other than the United States and Canada and that Debtor's trademark applications and/or registrations in respect of such Trademarks may be cancelled, invalidated, avoided or avoidable solely for such non-use. Debtor represents and warrants that the cancellation, invalidation or avoidance of such trademark applications and/or registrations would have a de minimus impact, if any, on the fair market value of the Collateral. The representations and warranties contained in this Section 3(i) shall not in any manner be deemed to constitute notice by Debtor pursuant to Section 3(n) hereof.

(j) Except as to registered Trademarks with respect to which Debtor has complied with Section 3(n) hereof and Lender has failed to object in accordance with Section 3(n) hereof, Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured

Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or, in Secured Party's good faith judgment, in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition and cancellation proceedings. As of the date hereof, Debtor represents to Secured Party that there are Persons other than Debtor and LFI that own trademark and/or service mark applications and/or registrations for trademarks or common law rights to trademarks in countries other than the United States and Canada that may be identical to and/or confusingly similar to, certain of the Trademarks and which may infringe on the rights of Debtor to use such Trademarks in such countries but not in the United States and Canada. Debtor represents and warrants that the foregoing set of facts and circumstances do not impair the ability of Debtor to use and enjoy the benefits of any Trademarks in the United States and Canada and would have a de minimus impact, if any, on the fair market value of the Collateral. As of the date hereof, Debtor also represents to Secured Party that Debtor is not currently using certain Trademarks in countries other than the United States and Canada and that Debtor's trademark applications and/or registrations in respect of such Trademarks may be cancelled, invalidated, avoided or avoidable solely for such non-use. Debtor represents and warrants that the cancellation, invalidation or avoidance of such trademark applications and/or registrations would have a de minimus impact, if any, on the fair market value of the Collateral. The representations and warranties contained in this Section 3(j) shall not in any manner be deemed to constitute notice by Debtor pursuant to Section 3(n) hereof.

(k) To the best of Debtor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable in its good faith judgment for the protection of Secured Party's interest in and to the Trademarks. So long as no Event of Default exists or has occurred and is continuing, Debtor may, subject to the terms and conditions of this Agreement and the other Financing Agreements, take such action at its sole cost and expense to halt the infringement of any of the Trademarks. Without limiting the other representations or warranties contained in this Section 3(k), as of the date hereof, Debtor hereby represents to Secured Party that Debtor is not currently using certain Trademarks in countries other than the United States and Canada and that Debtor's trademark applications and/or registrations in respect of such Trademarks may be cancelled, invalidated, avoided or avoidable solely for such non-use. Debtor represents and warrants that the cancellation, invalidation or avoidance of such trademark applications and/or registrations would have a de minimus impact, if any, on the fair market value of the Collateral. The representations and

warranties contained in this Section 3(k) shall not in any manner be deemed to constitute notice by Debtor pursuant to Section 3(n) hereof.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(n) If Debtor has ceased using and wishes to abandon any registered Trademarks or, in the case of any Trademarks registered in any country other than the United States or Canada, if Debtor determines that it would not be in the best interests of Debtor to comply with the use requirements of the trademark law of such country and wishes not to take such action to use such Trademark in such country, Debtor shall notify Secured Party of such intention, in writing, at least ten (10) business days prior to Debtor's failure to take any action otherwise required under Section 3(b) hereof, and if Secured Party has not objected to Debtor's intentions within five (5) business days after Secured Party's receipt of the notice by Debtor, Debtor shall be relieved of its Obligations under Section 3(b) hereof as to the registered Trademarks covered by its notice to Secured Party under this provision.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall

have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its commercially reasonable discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the

application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of laws.)

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which

Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NO EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment binding on Secured Party that the losses were the result of acts or omissions of Secured Party constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. ACKNOWLEDGMENT AND RESTATEMENT

(a) Debtor hereby acknowledges, confirms and agrees that Debtor is indebted to Secured Party in respect of the Pre-Effective Date Obligations (as defined in the Loan Agreement) for loans, advances and letter of credit accommodations to Debtor and the other Borrowers under the Existing Trademark Security Agreement and the other Existing Financing Agreements, together with all interest accrued and accruing thereon (to the extent applicable), and all fees, costs, expenses and other charges relating thereto, all of which are unconditionally owing by Debtor and the other Borrowers to Secured Party without offset, defense, or counterclaim of any kind, nature or description whatsoever. Debtor hereby ratifies, assents, adopts and agrees to pay all of the Pre-Effective Date Obligations.

(b) Debtor hereby acknowledges, confirms and agrees that Secured Party has and shall continue to have valid, enforceable and perfected first priority security interests in and liens

upon all the obligations heretofore granted to Secured Party pursuant to the Existing Trademark Security Agreement to secure all of the Obligations (subject only to liens permitted hereunder).

(c) Debtor hereby acknowledges, confirms and agrees that:

(i) the Existing Trademark Security Agreement has been duly executed and delivered by Debtor and is in full force and effect as of the date hereof;

(ii) the agreements and obligations of Debtor contained in the Existing Trademark Security Agreement constitute legal, valid and binding obligations of the Debtor enforceable against it in accordance with the terms thereof, and Debtor has no valid defense, offset or counterclaim to the enforcement of such obligations; and

(iii) Secured Party is entitled to all of the rights, remedies and benefits provided for in the Existing Trademark Security Agreement.

(d) Except as otherwise stated in Section 7(b) hereof and in this Section 7(d) of this Agreement, as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Security Agreement are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded, by the terms, conditions agreements, covenants, representations and warranties set forth in this Agreement, except that nothing herein shall impair or adversely affect the continuation of the liability of Debtor for the obligations heretofore owed to Secured Party or the security interests and liens heretofore granted, pledged and/or assigned to Secured Party. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Debtor evidenced by or arising under the Existing Trademark Security Agreements and any of the other Existing Financing Agreements, and the liens and security interests securing such indebtedness and other obligations and liabilities shall not in any manner be impaired, limited, terminated, waived or released.

8. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Pacific Trail, Inc.
c/o London Fog Industries, Inc.

1700 West Lake Avenue North
Seattle, Washington 98109
Attention: Mr. Marvin Toland

with a copy to: Sidley & Austin
875 Third Avenue
New York, New York 10022
Attention: Lee Stein Attanasio, Esq.

If to Secured Party: Congress Financial Corporation
1133 Avenue of the Americas
New York, New York 10036
Attention: Mr. Laurence S. Forte

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor pursuant to the definitions set forth in the recitals hereto shall include Debtor, as successor to Pacific Trail, Inc., as a Debtor and Debtor-in-Possession in the Chapter 11 Cases pursuant to the Confirmation Order (as defined in the Loan Agreement) and its successors and assigns (including, without limitation, any receiver, trustee or custodian for Debtor or any of its assets or Debtor in its capacity as debtor or debtor-in-possession under the United States Bankruptcy Code). All references to Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 8(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) Upon the termination of the Loan Agreement, this Agreement and the other Financing Agreements and the indefeasible payment in full of all the Obligations in accordance with the terms and conditions of the Loan Agreement and the other Financing Agreements, Secured Party agrees at the sole cost and expense of Debtor to deliver releases of Secured Party's security interest and lien on the Trademarks for filing with United States Patent and Trademark Office.

(d) This Agreement, the other Financing Agreements and any other document referred to

herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

PACIFIC TRAIL, INC.

By: [Signature]

Title: CFO & Treasurer

CONGRESS FINANCIAL CORPORATION

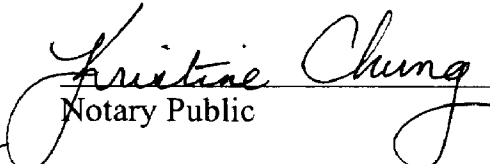
By: [Signature]

Title: _____

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

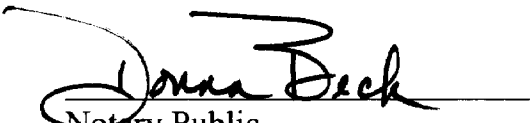
On this 16 day of April, 2001, before me personally came Martin Edward Toland, to me known, who being duly sworn, did depose and say, that he/she is the CFO & Treasurer of PACIFIC TRAIL, INC., the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

KRISTINE CHUNG
Notary Public, State of New York
No. 01CH6046895
Qualified in Queens County
Certificate Filed in New York County
Commission Expires August 21, 2002


Notary Public

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

On this 17th day of April, 2001, before me personally came Lawrence Forte, to me known, who, being duly sworn, did depose and say, that he/she is the Senior Vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.


Notary Public

DONNA BECK
Notary Public, State of New York
No. 01BE4920173
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 16, 2002

EXHIBIT A
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

A-1

PACIFIC TRAIL, INC.

Registration Program as of February 13, 2001

1. REGISTRATIONS
2. APPLICATIONS
3. CONTESTED PROCEEDINGS

Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas, New York, New York 10036-6799
(212) 790-9200

REGISTRATIONS

BCZ/BCZ/18881/00/291319.1

Client: LONDON FOG INDUSTRIES, INC.

Registrations in Force as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REG. OWNER</u>
Australia	PACIFIC TRAIL	A319664	8/27/81	PACIFIC TRAIL, INC.

25: SKI WEAR

Australia	PACIFIC TRAIL	641969	5/17/96	PACIFIC TRAIL, INC.
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25: MEN'S AND CHILDREN'S CLOTHING, HEADGEAR AND FOOTWEAR, INCLUDING SKI WEAR, SKI BIBS, SKI PANTS, COATS, JACKETS, VESTS, SUITS, TOPS, SWEATSHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIMWEAR, SWEATERS, SHIRTS, PANTS, HATS, GLOVES, HOSIERY, SOCKS, UNDERWEAR, SHOES, BOOTS AND SLIPPERS

Australia	PACIFIC TRAIL	76115	5/1/98	PACIFIC TRAIL, INC.
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9: SUNGLASSES, EYE GLASS FRAMES AND CASES

18: LEATHER AND IMITATIONS OF LEATHER, AND GOODS MADE OF THESE MATERIALS AND NOT INCLUDED IN OTHER CLASSES; ANIMAL SKINS, HIDES; TRUNKS AND TRAVELLING BAGS; UMBRELLAS, PARASOLS AND WALKING STICKS; WHIPS, HARNESS AND SADDLERY; LUGGAGE, BAGS, BACKPACKS

25: CLOTHING, FOOTWEAR, HEADGEAR, INCLUDING WOMEN'S CLOTHING, HEADGEAR AND FOOTWEAR, COATS, JACKETS, VESTS, SUITS, TOPS, SWEATSHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIMWEAR, SWEATERS, SHIRTS, PANTS, HATS, GLOVES, HOSIERY, SOCKS, UNDERWEAR, SHOES, BOOTS, SNEAKERS AND SLIPPERS; MEN'S, WOMEN'S AND CHILDREN'S BELTS

Austria	INSIDE EDGE	153343	6/28/94	PACIFIC TRAIL, INC.
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25: CLOTHING, FOOTWEAR, HEADGEAR

Austria	BLACK DOT	154401	9/13/94	PACIFIC TRAIL, INC.
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25: CLOTHING, FOOTWEAR, HEADGEAR

Benelux	INSIDE EDGE	547689	4/28/94	PACIFIC TRAIL, INC.
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25: CLOTHING, HEADGEAR, FOOTWEAR

Benelux	PACIFIC TRAIL	550828	4/28/94	PACIFIC TRAIL, INC.
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25: CLOTHING, HEADGEAR, FOOTWEAR

Benelux	BLACK DOT	553873	6/13/94	PACIFIC TRAIL, INC.
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25: CLOTHING, FOOTWEAR, HEADGEAR

Canada	CLIMATECH	TMA475,598	5/2/97	PACIFIC TRAIL, INC.
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INSULATING FIBERS FOR USE IN THE MANUFACTURE OF OUTERWEAR

Client: LONDON FOG INDUSTRIES, INC.

Registrations in Force as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
Canada	BLACK DOT	TMA479,982	8/8/97	PACIFIC TRAIL, INC.
SKIWEAR, NAMELY, JACKETS AND PANTS				
Canada	PACIFIC TRAIL	243008	4/11/80	PACIFIC TRAIL, INC.
MEN'S AND WOMEN'S, BOYS', GIRLS' AND CHILDREN'S JACKETS, SWEATERS, SHIRTS, SKI PARKAS, PANTS, SOCKS, HATS, WARM-UPSUITS AND T-SHIRTS, OUTERWEAR COATS AND GLOVES				
Canada	LIBERTY BELL	241351	3/21/80	PACIFIC TRAIL, INC.
SKI WARM-UP PANTS, SKI JACKETS, SKI SWEATERS, SKI HATS, SKI WIND SHIRTS, TURTLENECK SKI SHIRTS				
China (People's Republic Of)	PACIFIC TRAIL	1285588	6/21/99	PACIFIC TRAIL, INC.
18: LUGGAGE, BACKPACKS, BAGS, UMBRELLAS AND LEATHER, ANIMAL SKINS, STICKS, WHIPS				
China (People's Republic Of)	PACIFIC TRAIL	1285822	6/21/99	PACIFIC TRAIL, INC.
25: FOOTWEAR, HATS, SOCKS, GLOVES, BELTS, SWIMWEAR, RAINCOATS, TIES, COSTUMES, SCARVES				
China (People's Republic Of)	PACIFIC TRAIL	1293658	7/14/99	PACIFIC TRAIL, INC.
9: SUNGLASSES; GLASSES				
China (People's Republic Of)	PACIFIC TRAIL	246901	3/30/86	PACIFIC TRAIL, INC.
NA 53: CLOTHING, INCLUDING DRESS SUITS, JACKETS, PARKAS, DOWN-FILLED JACKETS, SPORT JACKETS, GOLF, BOATING AND BACK-PACKING JACKETS; PANTS, WARM-UP PANTS, SKI PANTS, TROUSERS FOR SPORTING WEAR AND LEISURE WEAR, BIBBED PANTS; OVERCOATS, DRESSES, JUMPERS, SKIRTS, SHORTS, SHIRTS, T-SHIRTS, BLOUSES, SWEATERS, SKI SWEATERS, TURTLENECKS, VESTS, UNIFORMS, SWEATSHIRTS, JOGGING SUITS, WARM-UP SUITS, TENNIS CLOTHING; UNDERWEAR, LINGERIE				
Denmark	BLACK DOT	VR04.176 1995	6/30/95	PACIFIC TRAIL, INC.
25: CLOTHING, HEADGEAR AND FOOTWEAR, NAMELY SKI WEAR, SKI BIBS, SKI PANTS, COATS, JACKETS, VESTS, SUITS, TOPS, SWEATSHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIMWEAR, SHIRTS FOR WOMEN AND CHILDREN, PANTS, HATS, GLOVES, HOSIERY, SOCKS, UNDERWEAR FOR WOMEN AND CHILDREN, SHOES, BOOTS AND SLIPPERS, NONE OF THE ABOVE GOODS ARE OF KNITTED MATERIAL				
Finland	BLACK DOT	140790	11/20/95	PACIFIC TRAIL, INC.
25: ALL GOODS IN CLASS				
Finland	INSIDE EDGE	138796	7/20/95	PACIFIC TRAIL, INC.
25: ALL GOODS IN CLASS				

Client: LONDON FOG INDUSTRIES, INC.

Registrations in Force as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
France	PACIFIC TRAIL	94517904	4/28/94	PACIFIC TRAIL, INC.
25: CLOTHING, FOOTWEAR, HEADGEAR: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, SKI WEAR, SPORTSWEAR, OVERCOATS, COATS, VESTS, JACKETS, SKIRTS, PANTS, SHORTS, SWEATERS, SHIRTS, HOSIERY, UNDER GARMENTS, SWIM WEAR, GLOVES, BOOTS AND SLIPPERS				
France	INSIDE EDGE	94517905	4/28/94	PACIFIC TRAIL, INC.
25: CLOTHING, FOOTWEAR, HEADGEAR, MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, SKI WEAR, SPORTSWEAR, OVERCOATS, COATS, VESTS, JACKETS, SKIRTS, PANTS, SHORTS, SWEATERS, SHIRTS, HOSIERY, UNDER GARMENTS, SWIM WEAR, GLOVES, BOOTS AND SLIPPERS				
France	BLACK DOT	94524320	6/13/94	PACIFIC TRAIL, INC.
25: CLOTHING, FOOTWEAR, HEADGEAR, MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, SKI WEAR, SPORTSWEAR, OUTERWEAR, COATS, VESTS, SUITS, SKIRTS, PANTS, SHORTS, SWEATERS, BLOUSES, LINGERIE, UNDERWEAR, SWIMWEAR, GLOVES, SOCKS, BOOTS AND SLIPPERS				
Germany	INSIDE EDGE	2091759	2/10/95	PACIFIC TRAIL, INC.
25: MEN'S, WOMEN'S, AND CHILDREN'S CLOTHING, HEADGEAR AND FOOTWEAR, INCLUDING SKI WEAR, COATS, JACKETS, VESTS, SUITS, TOPS, SWEATSHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIMWEAR, SWEATERS, SHIRTS, PANTS, HATS, GLOVES, HOSIERY, SHOES, BOOTS, AND SLIPPERS				
Germany	PACIFIC TRAIL	2098280	7/11/95	PACIFIC TRAIL, INC.
25: CLOTHING, IN PARTICULAR CLOTHING FOR WOMEN, MEN AND CHILDREN, INCLUDING SKI WEAR, COATS, JACKETS, VESTS, SUITS, TOPS, SWEATSHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIM WEAR, SWEATERS, SHIRTS, PANTS, HOSIERY AND SOCKS, GLOVES, HEADGEAR				
Germany	BLACK DOT	2911101	8/18/95	PACIFIC TRAIL, INC.
25: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, HEADGEAR AND FOOTWEAR, INCLUDING SKI WEAR, SKI BIBS, SKI PANTS, COATS, JACKETS, VESTS, SUITS, TOPS, SWEATSHIRTS, JOGGING SUITS, SKIRTS, SHORTS, SWIMWEAR, SWEATERS, SHIRTS, PANTS, HATS, GLOVES, HOSIERY, SOCKS, UNDERWEAR, SHOES, BOOTS AND SLIPPERS				
Hong Kong	WEATHER WATCHER *	1909/87	3/12/87	PACIFIC TRAIL, INC.
25: CLOTHING, FOOTWEAR AND ACCESSORIES				
Hong Kong	PACIFIC TRAIL	1487/1988	5/20/88	PACIFIC TRAIL, INC.
25: CLOTHING, FOOTWEAR				
Italy	INSIDE EDGE	732207	10/24/97	PACIFIC TRAIL, INC.
25: CLOTHING, FOOTWEAR, HEADGEAR				
Italy	BLACK DOT	688657	10/7/96	PACIFIC TRAIL, INC.
25: CLOTHING, FOOTWEAR, HEADGEAR				

Client: LONDON FOG INDUSTRIES, INC.

Registrations in Force as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
Japan	LIBERTY BELL DESIGN	2505200	2/26/93	PACIFIC TRAIL, INC.

NA 17: CLOTHINGS, FABRIC APPAREL ACCESSORIES NOT BELONGING TO OTHER CLASSES, BEDDINGS

Japan	LIBERTY BELL	3296771	4/25/97	PACIFIC TRAIL, INC.
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18: LEATHER, BAGS OR THE LIKE, POUCHES OR THE LIKE, PORTABLE TOILETRY ARTICLE CASES, METAL FITTINGS FOR BAGS, PURSE CLASPS, UMBRELLAS AND PARASOLS, STICKS, CANES, FITTINGS OF METAL FOR CANES, CANE HANDLES, HORSE-RIDING EQUIPMENT, CLOTHING FOR PETS

Japan	PACIFIC TRAIL	4065633	10/3/97	PACIFIC TRAIL, INC.
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18: LEATHER, BAGS OR THE LIKE, POUCHES OR THE LIKE, PORTABLE TOILETRY ARTICLE CASES, METAL FITTINGS FOR BAGS, PURSE CLASPS, UMBRELLAS AND PARASOLS, STICKS, CANES, FITTINGS OF METAL FOR CANES, CANE HANDLES, HORSE-RIDING EQUIPMENT, CLOTHING FOR PETS

Japan	LIBERTY BELL	4047827	8/22/97	PACIFIC TRAIL, INC.
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25: CLOTHING, GARTERS, SOCK SUSPENDERS, BRACES, BANDS, BELTS, FOOTWEAR, SPECIAL SPORTING AND GYMNAS TIC WEAR, SPECIAL SPORTING AND GYMNAS TIC FOOTWEAR

Japan	PACIFIC TRAIL	4065634	10/3/97	PACIFIC TRAIL, INC.
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25: CLOTHING, GARTERS, SOCKS, SUSPENDERS, BRACES, BANDS, BELTS, FOOTWEAR, SPECIAL SPORTING AND GYMNAS TIC WEAR (INCLUDES SKI WEAR ITEMS), SPECIAL SPORTING AND GYMNAS TIC FOOTWEAR

Japan	LIBERTY BELL DESIGN	4151641	5/29/98	PACIFIC TRAIL, INC.
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25: CLOTHING, GARTERS, SOCK SUSPENDERS, BRACES, BANDS, BELTS, FOOTWEAR, SPECIAL SPORTING AND GYMNAS TIC WEAR, SPECIAL SPORTING AND GYMNAS TIC FOOTWEAR, FANCY-DRESSES

Japan	LIBERTY BELL DESIGN	4206968	10/30/98	PACIFIC TRAIL, INC.
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28: GAME EQUIPMENT, BILLIARD SETS, "GO" SETS, JAPANESE CHESS SETS, DICE, BACKGAMMON, DICE CUPS, DIAMOND GAMES, CHESS SETS, CHECKER SETS, MAGIC TRICK GOODS, DOMINO SETS, MAHJONG GOODS, TOYS, DOLLS, TOYS FOR PETS, SPORTING AND GYMNAS TIC GOODS, SKI WAXES, FISHING EQUIPMENT

Japan	LIBERTY BELL	4053670	9/5/97	PACIFIC TRAIL, INC.
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9: PHYSICAL AND CHEMICAL APPARATUS AND INSTRUMENTS; MEASURING APPARATUS AND INSTRUMENTS; PHOTOGRAPHIC APPARATUS AND INSTRUMENTS; MOTION PICTURE APPARATUS AND INSTRUMENTS ;OPTICAL APPARATUS AND INSTRUMENTS; GLASSES; PROCESSED GLASS (EXCLUDING THOSE FOR BUILDING USE); ROCKETS; GLOVES FOR PROTECTION AGAINST ACCIDENT; FIRE ENGINES, FIREBOATS, CLOTHING FOR PROTECTION AGAINST FIRE; DUST MASKS, PROTECTIVE MASKS; CIGAR LIGHTER FOR CARS, WELDING MASKS, TRANSPARENCIES, SLIDE FILM MOUNTS, SLIDE RULES, WEIGHT BELTS, WET SUITS, LIFEBOUYS, AIR TANKS, SWIMMING FLATBOARDS, REGULATORS; INBUE, TOYS FOR TELEVISION GAMES FOR HOME USE, METRONOMES

Client: LONDON FOG INDUSTRIES, INC.

Registrations in Force as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REG. OWNER</u>
Japan	PACIFIC TRAIL	4201418	10/16/98	PACIFIC TRAIL, INC.

9: PHYSICAL AND CHEMICAL APPARATUS AND INSTRUMENTS; MEASURING APPARATUS AND INSTRUMENTS; ELECTRICAL DISTRIBUTION OR CONTROL MACHINES AND APPARATUS; BATTERIES; ELECTRICAL AND MAGNETIC MEASURING INSTRUMENTS; ELECTRIC WIRES AND CABLES; PHOTOGRAPHIC APPARATUS AND INSTRUMENTS; OPTICAL APPARATUS AND INSTRUMENTS; GLASSES; PROCESSED GLASS (EXCLUDING THOSE FOR BUILDING USE); LIFE-SAVING APPARATUS; ELECTRICAL COMMUNICATION MACHINES AND APPARATUS; RECORDS; APPLIED ELECTRONIC MACHINES AND INSTRUMENTS; OZONE GENERATORS; ELECTRIC CELLS; ROCKETS; AMUSEMENT PARK MACHINES AND INSTRUMENTS; ROTARY CONVERTERS, PHASE MODIFIERS; ELECTRIC IRONS, ELECTRIC HAIR CURLERS, ELECTRIC WAX POLISHERS, ELECTRIC CLEANERS, ELECTRIC BUZZERS; RAILWAY SIGNAL MACHINES, TRIANGULAR SIGNS FOR WARNING OF VEHICLE ACCIDENT, LUMINOUS OR MECHANICAL ROAD SIGNS, FIRE ALARM SYSTEMS, FIRE ALARM SYSTEMS, GLOVES FOR PROTECTION AGAINST ACCIDENT, FIRE EXTINGUISHERS, FIRE HYDRANTS, NOZZLES FOR FIRE HOSES, FIRE ENGINES, FIREBOATS, BURGLAR ALARM SYSTEMS, PROTECTIVE HELMETS, CLOTHING FOR PROTECTION AGAINST FIRE, DUST MASKS, PROTECTIVE MASKS; MAGNETIC CORES, CIGAR LIGHTERS FOR CARS, RESISTANCE WIRES, ELECTRODES, WELDING MASKS; CINEMATOGRAPHIC FILMS, TRANSPARENCIES, SLIDE FILM MOUNTS, PRE-RECORDED VIDEO DISCS AND VIDEO TAPES; GASOLINE STATION EQUIPMENT, AUTOMATIC VENDING MACHINES, COIN-OPERATED GATES FOR CAR PARKS; CASH REGISTERS, SLIDE RULES, COIN COUNTING OR SELECTING MACHINES, JOB RECORDING MACHINES, PHOTO-COPYING MACHINES, HAND CALCULATORS, DRAWING OR DRAFTING MACHINES AND INSTRUMENTS, TIME STAMPING MACHINES, TIME RECORDERS, ELECTRIC CALCULATORS, PUNCH CARD SYSTEM MACHINES, VOTE COMPUTING MACHINES, BILLING MACHINES, POSTAGE STAMP CHECKING APPARATUS; WEIGHT BELTS, WET SUITS, LIFEBOUYS, AIR TANKS, SWIMMING FLOATBOARDS, DIVING MACHINES AND APPARATUS, REGULATORS, ARC-WELDING MACHINES, INFLATORS, TOYS FOR TELEVISION GAMES FOR HOME USE, ELECTRIC METAL CUTTING MACHINES, EGG GRADERS, ELECTRIC WELDING MACHINES AND APPARATUS, ELECTRICALLY OPERATED DOOR CLOSING APPARATUS, METRONOMES, POWER FLOOR WASHING MACHINES; SIMULATORS FOR DRIVER TRAINING FOR DRIVING VEHICLES; SIMULATORS FOR SPORT TRAINING

Japan	LIBERTY BELL DESIGN	4268623	4/30/99	PACIFIC TRAIL, INC.
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9: PHYSICAL AND CHEMICAL APPARATUS AND INSTRUMENTS; MEASURING APPARATUS AND INSTRUMENTS; ELECTRICAL DISTRIBUTION OR CONTROL MACHINES AND APPARATUS; ROTARY CONVERTERS, PHASE MODIFIERS, BATTERIES, ELECTRICAL AND MAGNETIC MEASURING INSTRUMENTS, ELECTRIC WIRES AND CABLES, PHOTOGRAPHIC APPARATUS AND INSTRUMENTS, MOTION PICTURE APPARATUS AND INSTRUMENTS, OPTICAL APPARATUS AND INSTRUMENTS, GLASSES, PROCESSED GLASS (EXCLUDING THOSE FOR BUILDING USE), LIFE-SAVING APPARATUS, ELECTRICAL COMMUNICATION MACHINES AND APPARATUS, RECORDS, METRONOMES, APPLIED ELECTRONIC MACHINES AND INSTRUMENTS, OZONE GENERATORS, ELECTRIC CELLS, ROCKETS, AMUSEMENT PARK USE MACHINES AND INSTRUMENTS, ELECTRIC IRONS, ELECTRIC HAIR CURLERS, ELECTRIC BUZZERS, TRIANGULAR SIGNS FOR WARNING OF VEHICLE ACCIDENT, SLOT MACHINES, SIMULATORS FOR DRIVER TRAINING FOR DRIVING VEHICLES, SIMULATOR FOR SPORT TRAINING, LUMINOUS OR MECHANICAL ROAD SIGNS, RAILWAY SIGNAL MACHINES, FIRE ALARM SYSTEMS, GAS ALARM SYSTEMS, BURGLAR ALARM SYSTEMS, GLOVES FOR PROTECTION, FIRE EXTINGUISHERS, SPRINKLER FIRE SYSTEMS, FIRE HYDRANTS, NOZZLES FOR FIRE HOSES, FIREBOATS, FIRE ENGINES, CIGAR LIGHTERS FOR CARS, PROTECTIVE HELMETS, CLOTHING FOR PROTECTION AGAINST FIRE, DUST MASKS, PROTECTIVE MASKS, WELDING MASKS, MAGNETIC CORES, RESISTANCE WIRES, ELECTRODES, CINEMATOGRAPHIC FILMS, TRANSPARENCIES, SLIDE FILM MOUNTS, PRE-RECORDED VIDEO DISCS AND VIDEO TAPES, GASOLINE STATION EQUIPMENT, AUTOMATIC VENDING MACHINES, COIN-OPERATED GATES FOR CAR PARKS, CASH REGISTERS, COIN COUNTING OR SELECTING MACHINES, JOB RECORDING MACHINES, PHOTO-COPYING MACHINES, HAND CALCULATORS, DRAWING OR DRAFTING MACHINES, TIME STAMPING MACHINES, TIME RECORDERS, ELECTRIC CALCULATORS, PUNCH CARD SYSTEM MACHINES, VOTE COMPUTING MACHINES, BILLING MACHINES, POSTAGE STAMP CHECKING APPARATUS, SLIDE RULES, WEIGHT BELTS, WET SUITS, AIR TANKS, LIFEBOUYS, SWIMMING FLOATBOARDS, REGULATORS, DIVING MACHINES AND APPARATUS, ARC-WELDING MACHINES, ELECTRIC METAL CUTTING MACHINES, ELECTRIC WELDING MACHINES, TOYS FOR TELEVISION GAMES, EGG GRADERS, ELECTRICALLY OPERATED DOOR CLOSING APPARATUS

Japan	LIBERTY BELL	1086852	9/5/74	PACIFIC TRAIL, INC.
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NA 17: CLOTHING AND ALL OTHER GOODS BELONGING TO THIS CLASS

Japan	LIBERTY BELL DESIGN	2412624	5/29/92	PACIFIC TRAIL, INC.
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NA 21: TRINKETS, BUTTONS, BAGS, CLOTH-MADE BAGS, PRECIOUS STONES AND IMITATION THEREOF, ARTIFICIAL FLOWER, TOILET GOODS

Japan	LIBERTY BELL (IN KATAKANA)	1057194	2/21/74	PACIFIC TRAIL, INC.
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NA 24: SPORTING GOODS AND ALL OTHER GOODS IN CLASS

Client: LONDON FOG INDUSTRIES, INC.

Registrations in Force as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
Japan	LIBERTY BELL	1019967	6/28/73	PACIFIC TRAIL, INC.
NA 24: SPORTING GOODS AND ALL OTHER GOODS BELONGING TO THIS CLASS				
Malaysia	PACIFIC TRAIL	8604463	10/27/86	PACIFIC TRAIL, INC.
25: JACKETS, COATS, PANTS, SWEATERS, SHIRTS, SHORTS, SKI COATS, SKI PANTS, SOCKS, HATS, WARM-UP SUITS, T-SHIRTS, GLOVES, FOOTWEAR				
Mexico	PACIFIC TRAIL	427233	12/4/92	PACIFIC TRAIL, INC.
25: CLOTHING, INCLUDING BOOTS, SHOES, SLIPPERS AND HAT SHOP				
New Zealand	PACIFIC TRAIL	310555	6/3/99	PACIFIC TRAIL, INC.
18: LEATHER AND IMITATION LEATHER GOODS; TRAVEL GOODS AND TRUNKS, BAGS, INCLUDING TRAVEL BAGS, SPORTING BAGS, SHOPPING BAGS, BEACH BAGS, SCHOOL BAGS, HAND BAGS, BRIEFCASES, BACK PACKS, DAY PACKS, KNAPSACKS, MUSIC BAGS, PURSES AND WALLETS, AND UMBRELLAS				
New Zealand	PACIFIC TRAIL	B124387	7/5/78	PACIFIC TRAIL, INC.
25: ARTICLES OF CLOTHING INCLUDING MEN'S, WOMEN'S, BOYS', GIRLS' AND CHILDREN'S JACKETS, SWEATERS, SHIRTS, SKI PARKAS, PANTS, SOCKS, HATS, WARM-UP SUITS AND T-SHIRTS, BUT EXCLUDING BOOTS AND SHOES				
New Zealand	PACIFIC TRAIL	310553	6/3/99	PACIFIC TRAIL, INC.
25: ALL GOODS IN THE CLASS				
New Zealand	PACIFIC TRAIL	310554	6/3/99	PACIFIC TRAIL, INC.
9: OPTICAL APPARATUS AND INSTRUMENTS; EYE WEAR, INCLUDING SUNGLASSES, EYEGASS CASES, CHAINS, CORDS AND FRAMES				
Norway	BLACK DOT	175395	7/18/96	PACIFIC TRAIL, INC.
25: ALL GOODS IN CLASS 25				
Philippines	PACIFIC TRAIL	48279	5/29/90	PACIFIC TRAIL, INC.
25: CLOTHING AND FOOTWEAR; NAMELY, MEN'S, WOMEN'S, GIRLS', BOYS', CHILDREN'S JACKETS, SWEATERS, SHIRTS, SKI-PARKAS, PANTS, SOCKS, HATS, WARM-UP SUITS AND T-SHIRTS AND FOOTWEAR				
Portugal	PACIFIC TRAIL	237201	2/4/92	PACIFIC TRAIL, INC.
25: ARTICLES OF CLOTHING				
Portugal	PACIFIC TRAIL	237202	2/4/92	PACIFIC TRAIL, INC.
25: FOOTWEAR				

Client: LONDON FOG INDUSTRIES, INC.

Registrations in Force as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
Singapore	WEATHER WATCHER *	4603/86	10/8/86	PACIFIC TRAIL, INC.

25: JACKETS AND COATS

South Korea	PACIFIC TRAIL	61719	5/30/79	PACIFIC TRAIL, INC.
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NA 9: GLOVES FOR PROTECTION AGAINST ACCIDENTS, FIREPROOF CLOTHING

NA 10: MEDICAL GLOVES

NA 17: INSULATING GLOVES

NA 21: GLOVES FOR HOUSEHOLD USE, GLOVES FOR POLISHING PURPOSES; GARDENING GLOVES

NA 25: DRESS SUITS, GENTLEMEN'S SUITS, SCHOOL UNIFORMS, WORKING CLOTHES, EVENING DRESS, SUITS, SKIRT, CHILDREN'S CLOTHES, OVERCOAT, RAINCOAT, MANTLE, SWEATER, CARDIGAN, VEST, DRESS SHIRT, COLLAR, CUFFS, BLOUSE, SPORT SHIRT, POLO SHIRT, UNDER SHIRT, UNDER PANTS, COMBINATION UNDERWEAR, CHEMISE, SLIP, PETTICOAT, CORSET, BRASSIERE, SWIMMING SUIT, SWIMMING CAP, NIGHTWEAR, PAJAMAS, NEGLIGEE, NIGHTGOWN, SOCKS, KOREAN STOCKING, KOREAN STOCKING'S COVER, GLOVES, NECK-CLOTH, MUFFLER, SCARF, NECKERCHIEF, SHAWL, NECKTIE, GAITER, APRON, DIAPER

South Korea	LIBERTYBELL	105601	10/5/84	PACIFIC TRAIL, INC.
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NA25: BRIEFCASE, SACK, BOX, CAN, WALLET, BOSTONBAG, SUIT-CASE AND HANDBAG

South Korea	PACIFIC TRAIL	143881	8/5/87	PACIFIC TRAIL, INC.
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NA 27: SHOES, BOOTS, LACED BOOTS, LEATHER SHOES, RUBBERS SHOES, VINYL SHOES, RAIN SHOES, ARCTIC BOOTS, BASEBALL SHOES, BASKETBALL SHOES, RUGBY SHOES, HANDBALL SHOES, TRACK-RACING SHOES, HOCKEY SHOES, GOLF SHOES, BOXING SHOES, HIKING SHOES, ANGLER SHOES, FATIGUE SHOES, SANDALS, OVERSHOES, SLIPPER, FOOTBALL SHOES, SHOES STRING, SHOES BRUSH, SHOE HORN, UMBRELLA

South Korea	LIBERTYBELL	105602	10/5/84	PACIFIC TRAIL, INC.
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NA45: TOWEL, SLIDE FASTENER, HANDKERCHIEF, HOOK, PRESS BUTTON, CUFFS BUTTON, BUTTONS, BUCKLE, BADGE, NECKLACE, SUSPENDERS, BELT, TIGHTS, STOCKINGS FOR SPORTS, NECKTIE, SCARF, MUFFLER, NECKERCHIEF, GLOVES, SOCKS, JUMPER, RAIN-COAT, HALF-COAT, OVER COAT, CHILDREN'S CLOTHES, SKIRT, SUITS, EVENING DRESS, TROUSERS, WORKING CLOTHES, SCHOOL UNIFORM, DRESS SUITS

Sweden	BLACK DOT	265973	4/7/95	PACIFIC TRAIL, INC.
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25: ALL GOODS IN CLASS

Switzerland	INSIDE EDGE	421.275	5/3/94	PACIFIC TRAIL, INC.
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25: CLOTHING, FOOTWEAR, HEADGEAR

Switzerland	PACIFIC TRAIL	421.274	5/3/94	PACIFIC TRAIL, INC.
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25: CLOTHING, FOOTWEAR, HEADGEAR

Switzerland	BLACK DOT	422087	6/14/94	PACIFIC TRAIL, INC.
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25: CLOTHING, FOOTWEAR, HEADGEAR

Client: LONDON FOG INDUSTRIES, INC.

Registrations in Force as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
Taiwan	PACIFIC TRAIL	422061	1/1/89	PACIFIC TRAIL, INC.
NA 40: ARTICLES OF CLOTHING FOR MEN, WOMEN AND CHILDREN, SHIRTS, SPORTSWEAR AND LEISURE WEAR				
Taiwan	PACIFIC TRAIL	352188	12/31/86	PACIFIC TRAIL, INC.
NA 48: BOOTS, SHOES AND SPORTS SHOES				
Thailand	PACIFIC TRAIL	KOR49366	8/8/86	PACIFIC TRAIL, INC.
25: OUTER PANTS, UNDER PANTS, SPORTS PANTS, UPPER OUTER GARMENTS, UPPER INNER GARMENTS, SPORTS UPPER OUTER GARMENTS, SWEATERS, VESTS, GLOVES, MITTENS, SCARVES, SOCKS, HATS, SKIRTS, SWEATSHIRTS, WARM-UP SUITS, ANORAKS, SKI SUITS, UNDERWEARS, SWIMWEAR, JOGGING SUITS, SHOES, SPORTS SHOES				
United Kingdom	PACIFIC TRAIL	1570364	5/4/94	PACIFIC TRAIL, INC.
25: COATS, JACKETS, VESTS, WAISTCOATS, BODY WARMERS, SLEEVELESS JACKETS AND RAIN GEAR; PANTS, TROUSERS, SHIRTS, SWEATSHIRTS, SWEAT PANTS, TROUSERS FOR SPORTING USE, TROUSERS FOR LEISURE WEAR, HATS, GLOVES, MITTENS AND SOCKS				
United States	BAINBRIDGE ISLE *	1262465	12/27/83	PACIFIC TRAIL, INC.
25: MISSY LADIES COATS, PARKAS, JACKETS, GOLF JACKETS, BOATING JACKETS AND BACK PACKING JACKETS				
United States	PACIFIC TRAIL	1855198	9/20/94	PACIFIC TRAIL, INC.
18: LUGGAGE, INCLUDING BUT NOT LIMITED TO SPORTS BAGS				
United States	TRAILFLEECE *	1452227(S)	8/11/87	PACIFIC TRAIL, INC.
24: FABRIC USED IN THE MANUFACTURE OF GARMENTS				
United States	RHINO CLOTH *	2000189	9/10/96	PACIFIC TRAIL, INC.
24: FABRIC USED IN THE MANUFACTURE OF OUTERWEAR, INCLUDING OUTERWEAR FOR SNOWBOARDERS				
United States	NORTHERN EXPOSURE	2065376	5/27/97	PACIFIC TRAIL, INC.
25: CLOTHING, NAMELY, JACKETS, COATS, SKI JACKETS				
United States	NORTHERN EXPOSURE	1446575	7/7/87	PACIFIC TRAIL, INC.
25: CLOTHING, NAMELY SKI JACKETS, SKI PANTS AND SKI SUITS				
United States	PACIFIC TRAIL	995887	10/15/74	PACIFIC TRAIL, INC.
25: MEN'S, WOMEN'S, BOYS' GIRLS' AND CHILDREN'S JACKETS, SKI PARKAS, PANTS, SOCKS, WARM-UP SUITS, T-SHIRTS; WOMEN'S AND CHILDREN'S SWEATERS; MEN'S AND BOYS' SHIRTS; AND CHILDREN'S HATS				

Client: LONDON FOG INDUSTRIES, INC.

Registrations in Force as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REG. OWNER</u>
United States	INSIDE EDGE	1323403	3/5/85	PACIFIC TRAIL, INC.
25: SKI CLOTHING AND OUTERWEAR - NAMELY, SKI PARKAS ,LOOK ALIKE JACKETS, LIGHTWEIGHT AND FILLED JACKETS, BIBBED PANTS AND REGULAR PANTS				
United States	PACIFIC TRAIL	1828362	3/29/94	PACIFIC TRAIL, INC.
25: FOOTWEAR				
United States	VAQO	1326010	3/19/85	PACIFIC TRAIL, INC.
25: MEN'S WEAR - NAMELY, JACKETS, SHIRTS, PANTS, PULLOVERS AND WARM-UP SUITS				
United States	WEATHER WATCHER	1420135	12/9/86	PACIFIC TRAIL, INC.
25: OUTERWEAR, NAMELY, JACKETS				
United States	BLACK DOT	1860991	11/1/94	PACIFIC TRAIL, INC.
25: CLOTHING, NAMELY, JACKETS, PANTS, SHORTS, T-SHIRTS, SHIRTS, SWEATERS, SWEATSHIRTS, SOCKS, GLOVES, HATS AND FOOTWEAR				
United States	GLACIER BAY	1448585	7/21/87	PACIFIC TRAIL, INC.
25: OUTERWEAR, NAMELY JACKETS				
United States	MARQUIS *	732770	6/12/62	PACIFIC TRAIL, INC.
25: MEN'S AND BOYS' OUTERWEAR-NAMELY, JACKETS, COATS, ANDRAINCOATS				
United States	NEW SPIRIT *	1312441	1/1/85	PACIFIC TRAIL, INC.
25: WOMEN'S CLOTHING - NAMELY, JACKETS AND SWEATERS				
United States	ATLANTIC TRAIL *	1162849	7/28/81	PACIFIC TRAIL, INC.
25: OUTERWEAR - NAMELY, JACKETS, PANTS, SWEATERS, AND WARM-UP SUITS, FOR MEN, WOMEN, BOYS AND GIRLS				
United States	LIBERTY BELL	2166090	6/16/98	PACIFIC TRAIL, INC.
25: CLOTHING, NAMELY, COATS AND JACKETS				
United States	STORM TECH LOGO	2183918	8/25/98	PACIFIC TRAIL, INC.
25: CLOTHING, NAMELY COATS, JACKET, VESTS AND PANTS				

Client: LONDON FOG INDUSTRIES, INC.

Registrations in Force as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
United States	INSIDE EDGE LOGO ("E" LOGO)	2185818	9/1/98	PACIFIC TRAIL, INC.

25: SKI CLOTHING AND OUTERWEAR, NAMELY, SKI PARKAS, LOOK ALIKE JACKETS, LIGHTWEIGHT AND FILLED JACKETS, BIBBED PANTS AND REGULAR PANTS

Cowan, Liebowitz & Latman, P.C.

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Client: LONDON FOG INDUSTRIES, INC. - Pacific Trail, Inc.
 Trademark Registration Deadlines Requiring Client's Instructions

<u>COUNTRY</u>	<u>TM MARK</u>	<u>REG. NO.</u>	<u>REQUIRED ACTION</u>	<u>DEADLINE</u>	<u>Take Action?</u> <u>YES or NO</u>
United States	ATLANTIC TRAIL	1162849	RENEWAL DUE	7/28/01	
<u>Record Owner:</u> PACIFIC TRAIL, INC.					
25: OUTERWEAR - NAMELY, JACKETS, PANTS, SWEATERS, AND WARM-UP SUITS, FOR MEN, WOMEN, BOYS AND GIRLS					
United States	PIERSON OUTFITTERS	1636956	LATE RENEWAL DATE	9/5/01	
<u>Record Owner:</u> PACIFIC TRAIL, INC.					
25: CLOTHING, NAMELY, JACKETS					
Canada	VAQO	311901	LATE RENEWAL DATE	9/7/01	
<u>Record Owner:</u> PACIFIC TRAIL, INC.					
MEN' WEAR, NAMELY JACKETS, SHIRTS, PANTS, PULLOVERS AND WARM UP SUITS					
Canada	NEW SPIRIT	313514	LATE RENEWAL DATE	10/25/01	
<u>Record Owner:</u> PACIFIC TRAIL, INC.					
WOMEN'S CLOTHING, NAMELY JACKETS AND SWEATERS					

APPLICATIONS

Cowan, Liebowitz & Latman, P.C.
 Client: LONDON FOG INDUSTRIES, INC.
 Applications Pending as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REC. OWNER</u>
Argentina	PACIFIC TRAIL	2215827	4/26/99	PACIFIC TRAIL, INC.

FOLLOW UP 6/1/01
 RESPONSE TO OFFICE ACTION FILED 10/3/00; ANSWER IS UNDER
 EXAMINATION 12/1/00

PUBLISHED IN OFFICIAL GAZETTE; OFFICE ACTION CITING SIMILARITY TO OTHER MARKS IN SAME CLASS; ASSOCIATE RESPONDED TO OFFICE ACTION BY ARGUING PACIFIC IS WORD OF COMMON USE AND MARK IS SAME AS APPLICANT'S COMMERCIAL NAME

25: CLOTHING, FOOTWEAR, HEADGEAR (GOODS OF SPECIFIC INTEREST ARE SKI WEAR, SKI BIBS, SKI PANTS, PARKAS, DOWN-FILLED JACKETS, COATS, JACKETS, JOGGING SUITS, SHORTS, PANTS, SOCKS, SCARVES, GLOVES, SHOES

Canada	BLACK DOT	762306	8/23/94	PACIFIC TRAIL, INC.
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DECLARATION OF USE 2/23/01
 INSTRUCTED F/A TO OBTAIN EXTENSION OF DEADLINE IF
 COPENDING EXTENSION OF WARES APPLICATION HAS NOT BEEN
 APPROVED 1/16/01; F/A ACKNOWLEDGED INSTRUCTIONS 1/18/01

ASSOCIATE FILED EXTENSION OF REGISTRATION NO. 479982 TO INCLUDE ABOVE GOODS SO THAT THIS APPLICATION CAN EVENTUALLY BE ABANDONED; ASSOCIATE WILL EXTEND DEADLINE TO FILE DECLARATION OF USE AND WILL MAINTAIN THIS APPLICATION UNTIL EXAMINER HAS APPROVED EXTENSION OF WARES FOR REGISTRATION NO. 479982

GOGGLES AND SUNGLASSES

Canada	BLACK DOT	745211 (1)	1/14/94	PACIFIC TRAIL, INC.
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COMMUNICATION FROM F/A 1/23/01
 APPLICATION ACCEPTED FOR PUBLICATION 1/9/01

THIS IS AN APPLICATION TO EXTEND REGISTRATION NO. 479982 FOR BLACK DOT SO THAT IT WILL COVER ALL OF THE THE ABOVE GOODS

GOGGLES AND SUNGLASSES; BACK PACKS, SPORT BAGS, DUFFEL BAGS AND LUGGAGE; CLOTHING, NAMELY, JACKETS, PANTS, SHORTS, T-SHIRTS, SHIRTS, SWEATERS, SWEATSHIRTS, SOCKS, UNDERWEAR, GLOVES AND HATS; FOOTWEAR, NAMELY, SHOES, BOOTS, SANDALS, AND SKI BOOTS FOR MEN, WOMEN AND CHILDREN; SKIWEAR, NAMELY, PARKAS AND BIBS; RAINWEAR AND OUTERWEAR, NAMELY JACKETS, PANTS, PARKAS AND BIBS

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REC. OWNER</u>
Canada	BLACK DOT & DESIGN	1002085	1/14/99	PACIFIC TRAIL, INC.



DECLARATION OF USE 1/14/02
 FORWARDED DECLARATION OF USE TO CLIENT 6/19/00

TO BE ASSOCIATED WITH REG. NO. TMA479,982 (AND EXTENSION OF GOODS WHEN APPROVED) AND APP. NO. 762,306 FOR MARK BLACK DOT

GOGGLES AND SUNGLASSES; BACK PACKS, SPORT BAGS, DUFFEL BAGS, LUGGAGE; CLOTHING, NAMELY, JACKETS, PANTS, SHORTS, T-SHIRTS, SHIRTS, SWEATERS, SWEATSHIRTS, SOCKS, UNDERWEAR, GLOVES, HATS AND FOOTWEAR; SKIWEAR, RAINWEAR AND OUTERWEAR NAMELY JACKETS, PANTS, PARKAS AND BIBS

Canada	PACIFIC TRAIL	730774	6/11/93	PACIFIC TRAIL, INC.
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STATEMENT OF USE 6/11/01
 INSTRUCTED F/A TO OBTAIN EXTENSION OF 12/11/00 DEADLINE
 12/8/00; F/A FILED REQUEST 12/11/00

ASSOCIATE CONFIRMS THAT ALTHOUGH CANCELLED U.S. REGISTRATION ON WHICH APPLICATION FOR FOOTWEAR WAS BASED IS NO LONGER EXTANT, IT IS NOT NECESSARY TO FILE A NEW APPLICATION SINCE THERE IS NO NEED TO SHOW USE OF MARK FOR FOOTWEAR IN CANADA; IT WILL BE NECESSARY TO SHOW USE ON OTHER GOODS COVERED BY APPLICATION; FURTHER EXTENSIONS OF TIME TO FILE DECLARATION OF USE MAY NOT BE POSSIBLE, BUT APPLICATION WILL PROCEED TO REGISTRATION FOR "FOOTWEAR, NAMELY SHOES AND BOOTS" EVEN IF DECLARATION OF USE IS NOT FILED

FOOTWEAR NAMELY, SHOES AND BOOTS; LUGGAGE, INCLUDING BACK-PACKS, DAY PACKS, CARRYING BAGS, AND SPORTS BAGS

Ireland	PACIFIC TRAIL	2000/01145	3/29/00	PACIFIC TRAIL, INC.
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F/A FORWARDED FILING RECEIPT 5/16/00

18: LUGGAGE, NAMELY, BACKPACKS, KNAPSACKS, DAY PACKS, CARRYING BAGS, SPORTS BAGS, TOTE BAGS, HANDBAGS, BRIEFCASES
 25: CLOTHING FOR MEN, OWOMEN AND CHILDREN, NAMELY, HATS, SCARVES, CAPS, GLOVES, MITTENS, OVERCOATS, SWEATSHIRTS, SWEAT PANTS, OUTER JACKETS, OUTER VESTS, SKI PARKAS, SKI PANTS, DOWN FILLED JACKETS, ANORAKS, SKI BIBS; SHOES, BOOTS, SLIPPERS, SOCKS, PANTS, SHIRTS, VESTS, JACKETS, SWEATERS, KNIT TOPS AND BOTTOMS, T-SHIRTS, SHORTS, SKIRTS, BLOUSES, RAIN JACKETS

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REC. OWNER</u>
United States	BLACK DOT	75/546873	9/3/98	PACIFIC TRAIL, INC.

STATEMENT OF USE DUE - 4th ext. 9/21/01
REQ EXT MAILED TO PTO 2/12/01
STATEMENT OF USE DUE - 5th ext. 3/21/02
STATEMENT OF USE DUE - FINAL DEADLINE 9/21/02

18: BACK PACKS, SPORT BAGS, DUFFEL BAGS, LUGGAGE

United States	BLACK DOT & DESIGN	75/617222	1/8/99	PACIFIC TRAIL, INC.
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STATEMENT OF USE DUE - 3rd ext. 8/15/01
REQ EXT MAILED TO PTO 2/12/01
STATEMENT OF USE DUE - 4th ext. 2/15/02
STATEMENT OF USE DUE - 5th ext. 8/15/02
STATEMENT OF USE DUE - FINAL DEADLINE 2/15/03

9: SUNGLASSES

18: BACK PACKS, ALL-PURPOSE SPORT BAGS, DUFFEL BAGS, AND LUGGAGE

25: CLOTHING, NAMELY, JACKETS, PANTS, SHORTS, T-SHIRTS, SWEATERS, SWEATSHIRTS, SOCKS, UNDERWEAR, GLOVES, HATS AND FOOTWEAR; SKIWEAR, RAINWEAR AND OUTERWEAR NAMELY JACKETS, PANTS, PARKAS AND SKI BIBS

28: GOGGLES, NAMELY, SKI AND SNOW BOARDING GOGGLES

Cowan, Liebowitz & Latman, P.C.
 Client: LONDON FOG INDUSTRIES, INC.
 Applications Pending as of February 12, 2001

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>	<u>REC. OWNER</u>
United States	CLIMATECH	76/193965	1/12/01	PACIFIC TRAIL, INC.

FOLLOWUP FOR EXAMINATION 7/12/01
 FORWARDED FILING RECEIPT TO CLIENT 2/7/01; REQUESTED
 CORRECTED FILING RECEIPT 2/7/01

THIS NEW INTENT TO USE APPLICATION WILL REPLACE REGISTRATION NO. 1843681 WHICH LAPSED DUE TO NON-USE; ONCE USE IS RESUMED,
 THIS APPLICATION WILL BE AMENDED TO CLAIM ORIGINAL 1/15/93 DATE OF FIRST USE

REQUESTED REMOVAL OF HYPHEN BETWEEN INSULATING AND FIBERS AND INSERTION OF PERIOD AFTER INC.

22: INSULATING FIBERS FOR USE IN THE MANUFACTURE OF OUTERWEAR

United States	HYDRO VENT & DESIGN	76/157481	11/1/00	PACIFIC TRAIL, INC.
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FOLLOWUP FOR EXAMINATION 5/1/01
 FORWARDED FILING RECEIPT TO CLIENT 11/27/00

24: WATERPROOF, BREATHABLE FABRIC WITH INSULATING FIBERS FOR USE IN THE MANUFACTURE OF OUTERWEAR

United States	PAC TECH	75/651566	3/2/99	PACIFIC TRAIL, INC.
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STATEMENT OF USE DUE - 3rd ext. 8/22/01
 REQ EXT MAILED TO PTO 2/12/01
 STATEMENT OF USE DUE - 4th ext. 2/22/02
 STATEMENT OF USE DUE - 5th ext. 8/22/02
 STATEMENT OF USE DUE - FINAL DEADLINE 2/22/03

25: MEN'S AND WOMEN'S OUTERWEAR, NAMELY JACKETS, COATS, PANTS, AND SNOWSUITS INCORPORATING A WATERPROOF, BREATHABLE
 FABRIC

CONTESTED PROCEEDINGS

Client: LONDON FOG INDUSTRIES, INC.

Pacific Trail, Inc. Contested Proceedings Pending as of February 12, 2001

Country: Guatemala

Description: Pacific Trail, Inc. vs. Almacen el Tigre, S.A.

No.: SN1540-94

Client's Mark: PACIFIC TRAIL

Adverse Party's Mark: Pacific Trail & Design (Cl.25)(S.N. 1540-94)

COMMUNICATION FROM FOREIGN ASSOC.

2/12/01

F/A ADVISES THAT THERE ARE STILL NO FURTHER DEVELOPMENTS DUE TO ENORMOUS BACKLOG OF OPPOSITIONS PENDING DECISION

QUERY RE STATUS

2/7/01

ASSOCIATE CONFIRMED RECEIPT OF CERTIFIED COPY OF U. S. REGISTRATION CERTIFICATE NO. 1828362 AND WILL FILE AS EVIDENCE; NO ACTION EXPECTED FOR SOME TIME DUE TO BACKLOG IN TRADEMARK OFFICE

Country: Venezuela

Description: Pacific Trail, Inc. vs. Jose Garrido Luque (RN119.652)

No.: RN119,652

Client's Mark: PACIFIC TRAIL

Adverse Party's Mark: Pacific Trail

COMMUNICATION FROM F/A

7/4/00

F/A ADVISED THAT CLIENT MUST FILE AN APPLICATION IN ORDER TO CONTINUE WITH CANCELLATION ACTION; REQUESTED INSTRUCTIONS FROM CLIENT 7/19/00

CANCELLATION PROCEEDING FOR NON-USE AGAINST JOSE GARRIDO LUQUE'S REGISTRATION NO. 119652 FOR PACIFIC TRAIL, REGISTRAR'S DECISION WILL TAKE APPROXIMATELY 2 YEARS; ASSOCIATE CONFIRMED THAT SHE WAS PROCEEDING TO FILE PETITION FOR CANCELLATION; BUT NOW ADVISES THAT AN APPLICATION MUST BE FILED TO CONTINUE PROCEEDING

EXHIBIT B
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

LIST OF LICENSES

B-1

Licenses

Licensor: Pacific Trail, Inc.

Licensee: Tomen Apparel Group

Date of License: October 1, 1995. Amended November 1, 1996; July 1, 1998.

Trademarks: Liberty Bell

Territory: Japan

Products: Men's, Women's and Children's clothing, outerwear, footwear, belts, hats, socks, gloves, luggage, umbrellas, sun glasses and bags.

Licenses

Licensor: Pacific Trail, Inc.

Licensee: Sumikin Bussan

Date of License: November 1, 1996

Trademarks: Pacific Trail

Territory: Japan

Products: Men's, ladies and children's clothing, footwear, socks, hats, gloves, luggage, carry gear, sunglasses and belts.

Licenses

Licensor: Pacific Trail, Inc.

Licensee: New Order Clothing Pty Ltd.

Date of License: October 1, 1998.

Trademarks: Pacific Trail

Territory: Australia, New Zealand

Products: Men's, Women's and Children's clothing, outerwear, footwear, belts, hats, socks, gloves, luggage, umbrellas, sun glasses and bags.

Licenses

Licensor: Pacific Trail, Inc.

Licensee: Lifestyle Outerwear Corp.

Date of License: September 1, 1999. *Amendment pending.*

Trademarks: Pacific Trail

Territory: United States

Products: Men's and Women's leather outerwear. *Children's pending.*

Licenses

Licensor: Levi Strauss & Company'
Licensee: Pacific Trail, Inc.
Date of License: November 21, 1997
Trademarks: Dockers® Classic mark
Territory: United States of America and its possessions, including U.S. military bases worldwide
Products: Men's Outerwear

Licensor: Levi Strauss & Company'
Licensee: Pacific Trail, Inc.
Date of License: September 30, 1998
Trademarks: Levi's® and Dockers®
Territory: Mexico
Products: Men's Outerwear

Licensor: Levi Strauss & Company'
Licensee: Pacific Trail, Inc.
Date of License: December 1, 1997
Trademarks: Levi's® - Silver Tab™ - L2™
Territory: United States of America and its possessions, including U.S. military bases worldwide
Products: Men's Outerwear

This license expires December 31, 2001 - not to be renewed

Licenses

Licensor: Pacific Trail, Inc.

Licensee: Freed & Freed International

Date of License: September 25, 1995. Amended October 19, 1995; January 9, 1997; January 1, 1998. *Amendment pending.*

Trademarks: Pacific Trail, Black Dot, Inside Edge, Northern Exposure.

Territory: Canada

Products: Ladies outerwear.

Licenses

Licensor: Pacific Trail, Inc.

Licensee: Aquarius

Date of License: November 30, 1996. Amended December 31, 1997; August 1, 1999.

Trademarks: Pacific Trail

Territory: United States

Products: Men's, Women's and Children's hats, gloves and scarves.

EXHIBIT C
TO
AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY (TRADEMARKS)

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

KNOW ALL MEN BY THESE PRESENTS, that PACIFIC TRAIL, INC. ("Debtor"), having an office at 1700 Westlake Avenue North, Suite 200, Seattle, Washington 98109 hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks, service marks, tradenames or trade dress and all registrations, recordings and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to an Amended and Restated Trademark Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Amended and Restated Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Amended and Restated Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: April __, 2001

PACIFIC TRAIL, INC.

By: _____

Title: _____

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

On this ____ day of April, 2001, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of PACIFIC TRAIL, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public