Of UP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

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

Signature

John J. Siciliano

06/20/2001 DBYRNENar06066269 975251989ing

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SCHEDULE 1

MARK	REGISTRATION NO.	REGISTRATION DATE
Carefree Travel Blouse	75-525,327	Pending
Fjord Fleece	75-361,633	
Hands Off Handbag	75-512,524	
Long-Distance	75-626,039	Pending
Long-Distance	75-625,893	Pending
Not-Quite-Tights	75-362,500	December 8, 1998
Packable Explorer's	75-361,647	May 18, 1999
Pants		
Paseo	75-525,058	
Travel Denim	75-362,246	December 8, 1998
TravelSmith	74-309,337	May 10, 1994
The Indispensible	75-361,640	July 13, 1999
Black Travel Dress		
The Ultimate Sweater	74-677,779	February 17, 1998
Design only	74-635,685	December 19, 1995
Island Breeze	75-512,524	August 10, 1999

BUSDOCS:999958.1

TRADEMARK REEL: 002317 FRAME: 0181

NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

WHEREAS, TRAVELSMITH OUTFITTERS, INC., a California corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Fleet National Bank (herein referred to as "Assignee"), as agent for itself and for the ratable benefit of the financial institutions party from time to time to the Third Amended and Restated Loan Agreement dated as of August 24, 1998 (as amended, the "Loan Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated July 27, 2000, (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement (or any guaranty thereof), now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt

BUSDOCS:999958.1

TRADEMARK REEL: 002317 FRAME: 0182 payment, performance and observance of the Obligations (or any guaranty thereof) now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 100 Federal Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the 3 day of May, 2001.

TRAVELSMITH OUTFITTERS, INC.

Name: ARCHIE

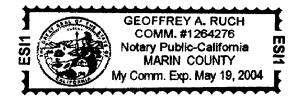
E. KOVANEA

Title: CHIEF FIRANCIAL O

State OF (A)
COUNTY OF Marin

On this 30th day of May, 2001, before me appeared Archie E. Kovanen to me personally known, who, being by me duly sworn, did depose and say that he is the wift financial Officer of TRAVELSMITH OUTFITTERS, INC., the corporation named in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing instrument is the free and authorized act and deed of said corporation.

Notary
Public X life Q. well
My commission expires: 5-19-04
(Seal)



TRADEMARK
RECORDED: 06/15/2001 REEL: 002317 FRAME: 0184