

07-18-2001

Form PTO-1594 (Rev. 03/01) R
OMB No. 0651-0027 (exp. 5/31/2002)



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

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101780987

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

1. Name of conveying party(ies): 71301
 Kleinert's, Inc. of Delaware

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

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

2. Name and address of receiving party(ies)
 Name: B B & T Management Corp.
 Internal c/o Alfred Smith, Esq.
 Address: Miller & Martin LLP
Suite 1000 Volunteer Bldg.
 Street Address: 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 07062001

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

6. Total number of applications and registrations involved: 16

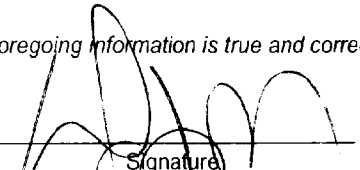
5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Douglas T. Johnson
 Internal Address: Miller & Martin LLP
 Street Address: Suite 1000 Volunteer Bldg.
832 Georgia Avenue
 City: Chattanooga State: TN Zip: 37402

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.

Douglas T. Johnson  7/9/01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 27

07/17/2001 LUMELLER 00000264 129233

01 FC:481
02 FC:482

40.00 OP
375.00 OP

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

TRADEMARK
REEL: 002330 FRAME: 0038

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

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT ("Agreement"), dated as of the 6th day of July, 2001, is made by KLEINERT'S, INC., a Pennsylvania corporation ("Kleinert's") and KLEINERT'S, INC. OF DELAWARE, a Delaware corporation ("KIOD") (collectively hereafter "Buyer"), to BBA OF TENNESSEE, INC., a Delaware corporation, formerly doing business as Buster Brown Apparel, Inc., BB&T MANAGEMENT CORP., a Delaware corporation ("BB&T"), and BBR OF TENNESSEE, INC., a Delaware corporation (hereinafter collectively the "Seller" or "Sellers").

WHEREAS, on June 25, 1999, Kleinert's and BBA entered into a Purchase Agreement ("Purchase Agreement") for the sale of certain assets of BBA to Kleinert's and, as security for the Deferred Payments described in the Purchase Agreement, Kleinert's also executed a Security Agreement on June 25, 1999 (the "Prior Security Agreement");

WHEREAS, following the execution of the Purchase Agreement, in accordance with its terms and as permitted by the Prior Security Agreement, Kleinert's assigned the trademarks to KIOD, a wholly owned subsidiary of Kleinert's;

WHEREAS, disputes arose among the parties which culminated in the litigation entitled Kleinert's, Inc. v. BB&T Management Corp., Buster Brown Apparel, Inc., and Buster Brown Retail, Inc., No. 002600, January Term, 2001, in the Court of Common Pleas of Philadelphia County, Pennsylvania, and SeaLand, Inc., Plaintiff v. Kleinert', Inc. of Alabama, Defendant; Kleinert's Inc., Third Party Plaintiff v. BB&T Management Corporation, Buster Brown Apparel, Inc. and Buster Brown Retail, Inc., Third Party Defendants, Civil Action No. 2000, 757-P-C, U.S. District Court for the Southern District of Alabama;

WHEREAS, the parties have reached an agreement to resolve those disputes pursuant to a Mutual Release and Settlement executed herewith ("Settlement Agreement");

WHEREAS, the Settlement Agreement provides for the payment of \$1,200,000 and the execution of a promissory note in the amount of \$6,278,000 (the "Note") and amendment by Kleinert's and KIOD of the Security Agreement with respect to all of their interest in the Trademarks as collateral for the obligations due under the Note; and

WHEREAS, the parties desire to amend the terms of the Prior Security Agreement and have agreed to restate the terms of their agreement.

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 Agreement. The following terms shall have the following meanings:

"Agreement" or "Amended and Restated Security Agreement" means this Amended and Restated Security Agreement, as further 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.

“Trademarks” means trademarks, trade names and other marks, all as described in Schedule A hereof, and the good will associated therewith, including the exclusive right to manufacture and sell merchandise using or based upon the Buster Brown and Tige characters, copyrights, product specifications, customer lists and other proprietary rights for such merchandise, now in existence or hereafter acquired, together with all proceeds and substitutions of the foregoing including, without limitation, all royalty or license fees.

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 hereunder and to make the payments as and to the extent provided in the Note, 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 Note is paid in full.

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

(a) KIOD is the owner of the Collateral and the registered owner of the Registrations listed on Schedule 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) Kleinert’s 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) KIOD is a corporation duly organized and validly existing and subsisting under the laws of the State of Delaware 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.

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

(e) Buyer shall promptly notify 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 19462 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.

(f) 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.

(g) 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.

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

(i) 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.

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

(k) 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. Default; Remedy.

(a) If Buyer (i) fails to make the payments required under the Note within ten (10) days of receipt by Buyer of notice of default, or (ii) fails to comply with Buyer's obligations under this Agreement for 30 days after receipt by Buyer of written notice of default, 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) 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 United States trademark included in the Collateral without the prior written consent of 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. All notices, consents, waivers and other communications under this Agreement must be in writing and will be deemed to have been duly given when (a) delivered by hand (with written confirmation of receipt), (b) sent by telecopier (with written confirmation of receipt), provided that a copy is mailed by registered mail, return receipt requested, or (c) when received by the addressee, if sent by a nationally recognized overnight delivery service (receipt requested) in each case to the appropriate addresses and telecopier numbers set forth below (or to such other addresses and telecopier numbers as a party may designate by notice to the other parties):

Sellers:
BB&T Management Corp.
c/o Donald L. Richey
102 Beaver Dam Road
Fairhope, AL 36532
Telecopier: 334-990-4164

With a copy to:
Miller & Martin, LLP
Suite 1000 Volunteer Building
832 Georgia Avenue
Chattanooga, TN 37402

Buyer:
Kleinert's, Inc.
120 W. Germantown Pike, Suite 100
Plymouth Meeting, Pa. 19462
Attn: Chief Operating Officer
Telecopier: 610-828-4589

With a copy to:
Cozen and O'Connor
1900 Market Street
Philadelphia, Pa. 19103
Attn: E. Gerald Riesenbach, Esquire
Telecopier: 215-665-2013

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: [Signature]
Name: Executive
Title: Vice President & COO

Attest: Ernie Angelo

KLEINERT'S, INC. OF DELAWARE

By: [Signature]
Name: Executive
Title: Vice President & COO

Attest: _____

BB&T MANAGEMENT CORP.

By: _____
Name: _____
Title: _____

Attest: _____

BUSTER BROWN APPAREL, INC.

By: _____
Name: _____
Title: _____

Attest: _____

BUSTER BROWN RETAIL, INC.

By: _____
Name: _____
Title: _____

Attest: _____

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:
Title:

Attest: _____

KLEINERT'S, INC. OF DELAWARE

By: _____
Name:
Title:

Attest: _____

BB&T MANAGEMENT CORP.

By: _____
Name: *Don F. Richey*
Title: *President*

Attest: *[Signature]*
SECRETARY

BBA OF TENNESSEE, INC.

By: _____
Name: *Don F. Richey*
Title: *President*

Attest: *[Signature]*
SECRETARY

BBR OF TENNESSEE, INC.

By: _____
Name: *Don F. Richey*
Title: *President*

Attest: *[Signature]*
SECRETARY

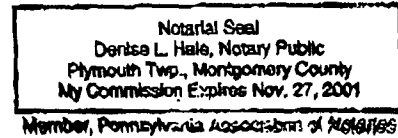
Commonwealth of Pennsylvania

STATE OF Montgomery :
COUNTY OF : SS

On this 5th day of July, 2001, before me Denise L. Hale, the undersigned officer, personally appeared Joseph J. Conner, who acknowledged himself to be the Exec VP & Co of Kleinert's, Inc., and Kleinert's, Inc. of Delaware, a Delaware corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as Exec VP & Co.

(SEAL)

Denise L. Hale
Signature of person taking acknowledgment
(Title or rank)



STATE OF :
COUNTY OF : SS

On this ___ day of July, 2001, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of BB&T Management Corp., a _____ corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

(SEAL)

Signature of person taking acknowledgment
(Title or rank)

STATE OF :
COUNTY OF : SS

On this ___ day of July, 2001, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Buster Brown Apparel, Inc., a _____ corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

(SEAL)

Signature of person taking acknowledgment
(Title or rank)

STATE OF :
: SS

COUNTY OF

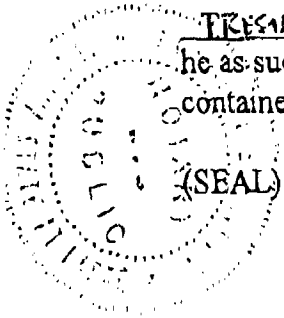
On this _____ day of July, 2001, before me _____, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Kleinert's, Inc., and Kleinert's, Inc. of Delaware, a _____ corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as _____.

(SEAL)

Signature of person taking acknowledgment
(Title or rank)

STATE OF ALABAMA
: SS
COUNTY OF MOBILE:

On this 6th day of July, 2001, before me FOREST S. LATTI, the undersigned officer, personally appeared DON L RICHY, who acknowledged himself to be the PRESIDENT of BB&T Management Corp., a Delaware corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.

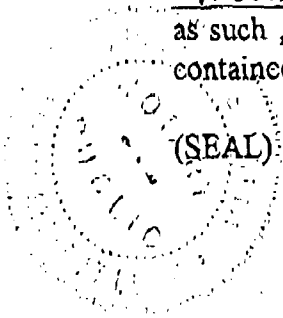


(SEAL)

FOREST S. LATTI
Signature of person taking acknowledgment
(Title or rank) NOTARY PUBLIC

STATE OF ALABAMA
: SS
COUNTY OF MOBILE:

On this 6th day of July, 2001, before me _____, the undersigned officer, personally appeared DON L RICHY, who acknowledged himself to be the PRESIDENT of BBA of Tennessee, Inc., a Delaware corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.



(SEAL)

FOREST S. LATTI
Signature of person taking acknowledgment
(Title or rank) NOTARY PUBLIC

STATE OF Alabama :
 : SS
COUNTY OF Mobile :

On this 6th day of July, 2001, before me FORREST S. LATTIN, the undersigned officer, personally appeared DON L. RICHNEY, who acknowledged himself to be the PRESIDENT of BBR of Tennessee, Inc., a Delaware corporation, and that he as such, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as PRESIDENT.

(SEAL)

JANNA S. LATTIN
Signature of person taking acknowledgment
(Title or rank) NOTARY PUBLIC

My Commission Expires Nov 7, 2001

**SCHEDULE A
DESCRIPTION OF THE BRAND**

PHILA1\1046518\6 079199.000
07/03/2001

**TRADEMARK
REEL: 002330 FRAME: 0051**

SCHEDULE A

Page 1 of 13

TRADEMARK	COUNTRY	REGISTRATION NO./APPLICATION STATUS	RENEWAL/EXPIRATION DATE
BUSTER BROWN (Stylized)	UNITED STATES	51,981	05/01/06
BUSTER BROWN'S (Stylized)	UNITED STATES	129,233	01/27/00 <u>(renewal and amendment to registration pending)</u>
BUSTER BROWN (Stylized)	UNITED STATES	221,202	11/23/06
BUSTER BROWN (Stylized)	UNITED STATES	505,224	12/28/08
BUSTER BROWN and Design	UNITED STATES	505,225	12/28/08
SLUMBER BUNNIES	UNITED STATES	686,368	<u>cancelled</u>
BUSTER BROWN (Stylized)	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
TIGES PALS	UNITED STATES	1,329,707	04/09/05
BETSY AND BOBBY and Design	UNITED STATES	1,411,428	09/30/06
KABOOM! and Design	UNITED STATES	1,508,223	10/11/08
KABOOM!	UNITED STATES	1,815,993	01/11/04
BUSTER BROWN and Design (Layette)	UNITED STATES	1,858,651	10/18/04
DARNLESS	UNITED STATES	128,885	<u>cancelled</u>
BUSTER BROWN and Design	ARGENTINA	1,574,950	09/12/05
BUSTER BROWN and Design	ARUBA	14,308	<u>05/17/08</u>
BUSTER BROWN and Design	AUSTRALIA	500,067	11/22/09

BUSTER BROWN and Design	AUSTRALIA	415,717	09/26/05
BUSTER BROWN and Design	BAHAMAS	4676	<u>01/26/08</u>
BUSTER BROWN and Design	BAHRAIN	12,318	03/09/04
BUSTER BROWN and Design	BARBADOS	<u>2574</u>	<u>application pending</u>
BUSTER BROWN and Design	BELARUS	9,050	12/26/05
BUSTER BROWN and Design	BENELUX	404,984	11/16/04
KABOOM!	BENELUX	<u>590,731</u>	<u>02/12/06</u>
BUSTER BROWN and Design	BERMUDA	10,695	02/26/07
BUSTER BROWN (Word Mark)	BRAZIL	814466702	08/27/06

BUSTER BROWN and Design	BRAZIL	814466710	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 <u>expired</u>
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 <u>(renewal pending)</u>
BUSTERS	CANADA	316,275	07/11/01 <u>(renewal pending)</u>
BUSTER BROWN and Design	CHILE	472,523	11/20/06

BUSTER BROWN and Design	CHINA	997,436	05/06/07
BUSTER BROWN and Design	COLOMBIA	127,772	12/20/04
BUSTER BROWN and Design	COMMUNITY TRADEMARK (EUROPE)	20,552	<u>Unknown</u>
KABOOM!	COMMUNITY TRADEMARK (EUROPE)	37,424	<u>04/01/06</u>
BUSTER BROWN and Design	COSTA RICA	58,826	06/10/01 (renewal pending)
KABOOM!	COSTA RICA	79,139	04/09/02
BUSTER BROWN and Design	CUBA	112,197	<u>10/22/03</u>
BUSTER BROWN and Design	DENMARK	<u>3272</u>	05/31/01 <u>(renewal pending)</u>

BUSTER BROWN and Design	DOMINICAN REPUBLIC	75,416	12/15/14
BUSTER BROWN and Design	ECUADOR	3953-97	11/11/07
KABOOM!	ECUADOR	1464-92	06/08/02
BUSTER BROWN and Design	EL SALVADOR	<u>174 Book 79</u>	<u>07/22/08</u>
BUSTER BROWN and Design	ESTONIA	24422	09/19/07
BUSTER BROWN and Design	FINLAND	47,075	05/05/06
BUSTER BROWN and Design	FRANCE	1,593,672	04/04/00 (renewal pending)
BUSTER BROWN and Design	GERMANY	807,367	12/08/04
BUSTER BROWN and Design	GREECE	35,078	03/02/06

BUSTER BROWN and Design	GREAT BRITAIN	889,881	01/27/01 <u>(renewal pending)</u>
BUSTER BROWN and Design	GREAT BRITAIN	741,898	05/02/04
BUSTER BROWN and Design	GUATEMALA	17,446	10/03/06
BUSTER BROWN and Design	HAITI	240/74	09/11/05
BUSTER BROWN and Design	HONDURAS	13,432	07/04/06
BUSTER BROWN and Design	ICELAND	477/1988	10/31/08
BUSTER BROWN and Design	INDIA	<u>635747</u>	<u>application pending</u>
BUSTER BROWN and Design	INDONESIA	368266	<u>06/20/05</u>
BUSTER BROWN and Design	HONG KONG	834/58	04/23/07

BUSTER BROWN and Design	IRELAND	71,192	01/27/01 (renewal pending)
BUSTER BROWN and Design	ISRAEL	23,907	<u>12/08/2013</u>
BUSTER BROWN and Design	ITALY	483,789	12/18/04
BUSTER BROWN and Design	JAMAICA	11,337	02/08/01 (renewal pending)
BUSTER BROWN (STYLIZED)	JAPAN	2,369,075	01/31/02
BUSTER BROWN (WORD MARK w/KATAKANA)	JAPAN	2,369,076	01/31/02
BUSTER & TIGE (DESIGN ONLY)	JAPAN	2,452,008	09/30/02
KABOOM!	JAPAN	2,452,014	09/30/02
BUSTER BROWN and Design	JORDAN	27,613	01/06/11

BUSTER BROWN and Design	KAZAKSTAN	951,764	12/26/05
BUSTER BROWN and Design	KOREA	<u>454875</u>	<u>09/15/09</u>
KABOOM!	KOREA	199,177	08/28/00 <u>expired</u>
BUSTER BROWN and Design	KUWAIT	<u>23524</u>	<u>10/21/99</u> <u>expired</u>
BUSTER BROWN and Design	LATVIA	M38660	12/29/05
<u>BUSTER BROWN and Design (new design)</u>	<u>LEBANON</u>	<u>78389</u>	<u>application pending</u>
BUSTER BROWN and Design	LEBANON	41,167	<u>09/29/11</u>
BUSTER BROWN and Design	LITHUANIA	29946	01/03/06
BUSTER BROWN and Design	MALAYA	302/64 (OLD 42304)	08/13/99 <u>expired</u>
BUSTER BROWN and Design	MALAYSIA	3832/90	renewal pending

BUSTER BROWN and Design	MALI	723	expired
BUSTER BROWN and Design	MALTA	8558	02/16/08
BUSTER BROWN and Design	MEXICO	373,563	10/20/03
BUSTER BROWN LAYETTE	MEXICO	509914 CLASS 24	06/14/03
BUSTER BROWN LAYETTE	MEXICO	463569 CLASS 25	06/14/03
BUSTER BROWN and Design	MONACO	818,466	02/15/06
BUSTER BROWN and Design	MOROCCO	37,087	02/08/06
BUSTER BROWN and Design	NETHERLANDS	5606	01/30/15
BUSTER BROWN and Design	NEW ZEALAND	72,194	11/26/11
BUSTER BROWN and Design	NICARAGUA	22,375	11/17/02
BUSTER BROWN and Design	NIGERIA	17,422	02/09/08

BUSTER BROWN and Design	NORWAY	69,945	09/09/06
BUSTER BROWN and Design	PAKISTAN	44,715	02/05/03
BUSTER BROWN and Design	PANAMA	73899	09/03/06
BUSTER BROWN and Design	PANAMA	8246	07/13/04
BUSTER BROWN and Design	PARAGUAY	195,839	<u>08/18/07</u>
BUSTER BROWN and Design	PHILLIPPINES	<u>4-1999-00975</u>	<u>application pending</u>
BUSTER BROWN and Design	PUERTO RICO	<u>45,472</u>	<u>application pending</u>
BUSTER BROWN and Design	RUSSIAN FED.	<u>96700830</u>	<u>abandoned</u>
BUSTER BROWN and Design	RUSSIAN FED.	<u>82508</u>	<u>Unknown</u>
BUSTER BROWN and Design	SABAH	302/64 (OLD 9961)	08/12/99 <u>expired</u>

BUSTER BROWN and Design	SARAWAK	302/64 (OLD 5280)	08/14/99 <u>expired</u>
BUSTER BROWN and Design	SAUDI ARABIA	<u>65928</u>	<u>application pending</u>
BUSTER BROWN and Design	SINGAPORE	4513/90	06/21/07
BUSTER BROWN and Device	SOUTH AFRICA	1271/58	04/22/02
BUSTER BROWN and Design	SWEDEN	218,197	08/03/00 renewal pending
BUSTER BROWN and Design	SWITZERLAND	364,819	<u>07/13/08</u>
BUSTER BROWN	TADJIKISTAN	<u>3411</u>	<u>02/17/06</u>
BUSTER BROWN and Design	TAIWAN	434,753	03/15/99 <u>expired</u>
BUSTER BROWN and Design	TAIWAN	426,875	01/15/99 <u>expired</u>
BUSTER BROWN and Design	THAILAND	140,282	<u>08/17/08</u>

BUSTER BROWN and Design	UKRAINE	<u>95123461/T</u>	<u>application pending</u>
BUSTER BROWN and Design	UNITED ARAB EMIRATES	15,847	02/18/04
BUSTER BROWN and Design	UZBEKISTAN	5,948	01/17/06
BUSTER BROWN and Design	VENEZUELA	<u>8739/88</u>	<u>application pending</u>
CRAYON CROWD and Design	VENEZUELA	<u>5758/94</u>	<u>application pending</u>
BUSTER BROWN and Design	VIRGIN ISLANDS	1187	<u>06/10/08</u>

TRADEMARK

RECORDED: 07/13/2001

REEL: 002330 FRAME: 0064