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

1. Name of conveying party:

Gerry Sportswear Company LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware Limited Liability Company

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

2. Name and Address of receiving party(ies)

Name: PACIFIC TRAIL, INC.

Address: 1700 Westlake Avenue North
Suite 200
Seattle, Washington, 98109

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

11-30-01

3. Nature of conveyance:

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

Execution Date: October 31, 2001

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

A. Trademark Application No.:
76/118,409 (LUNAR MODULE)

B. Trademark Registration No. 2,370,217 (ROFFEFLEX)
(See Attached Schedule "A" for additional numbers)

Additional numbers attached? Yes No

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

Joel Karni Schmidt, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41). \$315.00

- Enclosed
- Any deficiency is authorized to be charged to
- Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

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

11/29/2001 DBYRNE 00000096 2370217

01 FC:481
02 FC:482

40.00 DP
275.00 DP

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.

Joel Karni Schmidt
Name of Person Signing

Signature

11/20/01
Date

Total number of pages including cover sheet, attachments, and document: 16

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

SCHEDULE "A"

TRADEMARKS

<u>Registration No.</u>	<u>Mark</u>	<u>Reg. Date</u>
1,120,575	R (STYLIZED)	June 19, 1979
1,349,638	R (STYLIZED)	July 16, 1985
1,093,862	ROFFE	June 20, 1978
1,093,863	ROFFE & DESIGN	June 20, 1978
1,262,459	ROFFE 360	December 27, 1983
2,299,948	MOONSTONE & DESIGN	December 14, 1999
2,309,019	MOONSTONE & DESIGN	January 18, 2000
1,674,381	MOONSTONE	February 4, 1992
1,674,263	MOONSTONE	February 4, 1992
2,100,183	M & DESIGN	September 23, 1997

AMENDED AND RESTATED
ASSIGNMENT OF TRADEMARKS

THIS AMENDED AND RESTATED ASSIGNMENT OF TRADEMARKS by and between Gerry Sportswear Company LLC, ("Assignor") a Delaware limited liability company, and Pacific Trail, Inc. ("Assignee"), a Washington corporation and wholly owned subsidiary of London Fog Industries, Inc., is entered into and made effective as of August 2, 2001 (the "Effective Date").

WHEREAS, Assignor and London Fog Industries, Inc. ("London Fog") are parties to a certain Asset Purchase Agreement dated as of August 2, 2001 (the "Purchase Agreement"), as amended by Amendment No. 1 to Asset Purchase Agreement dated as of August 2, 2001, pursuant to which London Fog has agreed to purchase certain assets of Assignor, and Assignor has agreed to cause the same to be transferred, assigned and contributed to London Fog or its designee;

WHEREAS, Assignor owns all right, title and interest in and to and is the sole and exclusive owner of the United States and foreign trademarks and trademark applications listed on Schedule A and Schedule B and all of the goodwill of the business symbolized by and associated with such marks, registrations and applications, attached hereto and incorporated herein (collectively, the "Marks"); and

WHEREAS, London Fog, pursuant to the Purchase Agreement, has directed Assignor to assign and transfer to Assignee all of its right, title and interest in and to the Marks; and

WHEREAS, pursuant to the Purchase Agreement, Assignor desires to assign and transfer to Assignee all of its right, title and interest in and to the Marks and Assignee is desirous of acquiring the same.

NOW, THEREFORE, for the foregoing recited consideration and US \$10, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Assignor, as beneficial owner, does hereby assign, sell and transfer to Assignee all of its right, title and interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, the right to sue for past infringement thereof, the registrations and applications for registration therefor, and all the benefit of the Marks.

2. Assignor does further consent to the recordation of this assignment by Assignee with the United States Commissioner of Patents and Trademarks and any comparable authority in any other country in which one or more of the Marks are registered or applications are filed.

3. As soon as possible after the execution of the Purchase Agreement, Assignor shall use commercially reasonable efforts to take, or cause to be taken, such other actions and shall execute and deliver, or cause to be executed and delivered, such other documents, certificates and agreements, including any formal documents necessary to record this assignment in the countries in which the Marks are registered or applications are filed, as may be reasonably requested by Assignee or as may be otherwise necessary to implement expeditiously the provisions of this Agreement and to make effective the transactions contemplated hereby.

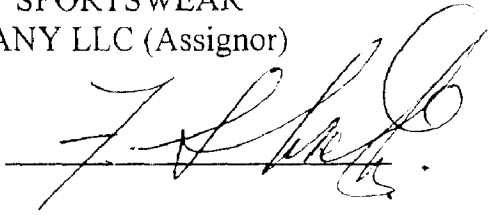
4. This trademark assignment shall be for the benefit of Assignee, its successors, assigns, and licensees.

5. This trademark assignment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall be deemed to be one and the same instrument.

IN WITNESS WHEREOF the Assignor has executed this Assignment as of
October 31, 2001.

GERRY SPORTSWEAR
COMPANY LLC (Assignor)

By:



Name:

FRED SHVETZ

Title: Chief Executive Officer

United States of America

State of: New Jersey)

County of: Ocean)

On this 31 day of October, 2001, sworn to before me appeared Fred Shutz, the person who signed this instrument on behalf of Gerry Sportswear Company LLC, who acknowledged that he signed it on behalf of the limited liability company as Chief Executive Officer of the identified limited liability company and pursuant to authority duly received.

Patricia E. O'Hara
Notary Public

Patricia E. O'Hara
Notary Public
State of NJ
My Commission Expires 10/06/2004

IN WITNESS WHEREOF, Pacific Trail, Inc. accepts the foregoing assignment from Gerry Sportswear Company LLC executed and delivered as of this 31st day of October, 2001.

PACIFIC TRAIL, INC.

By:

A handwritten signature in black ink, appearing to read 'Marv Toland', is written over a horizontal line. The signature is fluid and cursive.

Name: Marv Toland

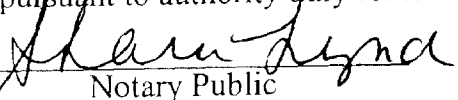
Title: Executive Vice President and CFO

United States of America

State of: New York)

County of: New York)

On this 31st day of October, 2001, sworn to before me appeared Marv Toland, the person who signed this instrument on behalf of Pacific Trail, Inc. who acknowledged that he signed it on behalf of the identified corporation as Executive Vice President and Chief Financial Officer of the identified corporation and pursuant to authority duly received.


Notary Public

SHARON LYNCH
NOTARY PUBLIC, State of New York
No. 30-4749261
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires June 20, 2003

Schedule A

Schedule A

WORLDWIDE TRADEMARK REGISTRATIONS

<u>Country</u>	<u>Mark</u>	<u>Registered Owner</u>	<u>Appl. Date</u>	<u>Appl.No.</u>	<u>Reg. Date</u>	<u>Reg.No.</u>
Canada	Roffe	Roffe, Inc.	2/6/80	04497700	3/20/81	256,946
France	Roffe and Design	Roffe, Inc.	2/22/91	269461	2/22/91	1,647,223
Japan	Roffe and Design	Roffe, Inc.	9/22/77	S52-067115	8/30/83	1,611,015
Japan	Roffe	Roffe, Inc.	9/4/89	H01-100086	4/30/92	2,406,067
Switzerland	Roffe and Design	Roffe, Inc.	3/5/81		3/5/81	315,562
United States	R (Stylized)	Roffe, Inc.	8/1/77	73/135,887	6/19/79	1,120,575
United States	R (Stylized)	Roffe, Inc.	12/26/84	73/515,339	7/16/85	1,349,638
United States	Roffe	Roffe, Inc.	8/1/77	73/135,885	6/20/78	1,093,862
United States	Roffe and Design	Roffe, Inc.	8/1/77	73/135,886	6/20/78	1,093,863
United States	Roffe 360	Roffe, Inc.	12/31/81	73/344,087	12/27/83	1,262,459

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Schedule B

WORLDWIDE TRADEMARK REGISTRATIONS AND APPLICATIONS

<u>Country</u>	<u>Mark</u>	<u>Registered Owner</u>	<u>Appl. Date</u>	<u>Appl. No.</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
Andorra	M & Design	Gerry Sportswear Company LLC	8/6/98	11,684	8/6/98	15555
Andorra	Moonstone	Gerry Sportswear Company LLC	8/6/98	11,668	8/6/98	15554
Argentina	M & Design	Gerry Sportswear Company LLC	6/4/98	2,155,039	9/16/99	1,752,976
Argentina	M & Design	Gerry Sportswear Company LLC	6/4/98	2,155,040	9/16/99	1,752,964
Argentina	M & Design	Gerry Sportswear Company LLC	6/4/98	2,155,041	9/17/99	1,753,068
Argentina	Moonstone	Gerry Sportswear Company LLC	6/4/98	2,155,036	9/16/99	1,752,962
Argentina	Moonstone	Gerry Sportswear Company LLC	6/4/98	2,155,037	9/16/99	1,752,963
Australia	M & Design	Gerry Sportswear Company LLC	6/3/98	763,980	6/3/98	763,980
Australia	Moonstone	Gerry Sportswear Company LLC	6/3/98	763,979	6/3/98	763,979

Canada	Moonstone	Gerry Sportswear Company LLC	9/14/94	764,704	7/28/95	TMA445,749
Canada	Moonstone	Gerry Sportswear Company LLC	10/15/96	825,952	5/20/99	TMA512,108
Chile	M & Design	Gerry Sportswear Company LLC	7/16/98	420,760	8/9/00	573662
Chile	Moonstone	Gerry Sportswear Company LLC	7/16/98	420,761	1/18/99	532,497
China (PRC)	M & Design	Gerry Sportswear Company LLC	6/30/98	9800072348	11/6/99	1330678
China (PRC)	M & Design	Gerry Sportswear Company LLC	6/30/98	9800072347	12/14/99	1342875
China (PRC)	M & Design	Gerry Sportswear Company LLC	6/30/98	9800072349	10/6/99	1320915
China (PRC)	Moonstone	Gerry Sportswear Company LLC	6/30/98	9800072344	11/13/99	1332856
China (PRC)	Moonstone	Gerry Sportswear Company LLC	6/30/98	9800072345	11/6/99	1330679
China (PRC)	Moonstone	Gerry Sportswear Company LLC	6/30/98	9800072346	10/6/99	1320916
European Union	M & Design	Gerry Sportswear Company LLC	4/1/96	165,084	12/8/99	00165084
European	Moonstone	Gerry Sportswear	4/1/96	165,068		

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Union		Company LLC					
Germany	Moonstone	Gerry Sportswear Company LLC	12/13/91	M71335/25WZ	4/22/93	2,034,963	
Japan	M & Design	Gerry Sportswear Company LLC	7/10/96	8-73094	6/19/98	4,157,385	
Japan	M & Design	Gerry Sportswear Company LLC	7/10/96	8-73095	5/29/98	4,150,039	
Japan	M & Design	Gerry Sportswear Company LLC	7/1/96	8-73096	8/21/98	4,179,451	
New Zealand	M & Design	Gerry Sportswear Company LLC	6/4/98	293257	6/4/98	293257	
New Zealand	M & Design	Gerry Sportswear Company LLC	6/4/98	293258	6/4/98	293258	
New Zealand	M & Design	Gerry Sportswear Company LLC	6/4/98	293259	6/4/98	293259	
New Zealand	Moonstone	Gerry Sportswear Company LLC	6/4/98	293254	6/4/98	293254	
New Zealand	Moonstone	Gerry Sportswear Company LLC	6/4/98	293255	6/4/98	293255	
New Zealand	Moonstone	Gerry Sportswear Company LLC	6/4/98	293256	6/4/98	293256	
Norway	M & Design	Gerry Sportswear Company LLC	6/4/98	9804738	10/15/98	193637	

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Norway	Moonstone	Gerry Sportswear Company LLC	6/4/98	9804737	10/15/98	193636
South Korea	Moonstone	Gerry Sportswear Company LLC	4/18/95	14987/95	4/28/97	360,884
Spain	M & Design	Gerry Sportswear Company LLC	7/28/98	2,177,167	2/9/99	2,177,167
Spain	M & Design	Gerry Sportswear Company LLC	7/28/98	2,177,168	2/5/99	2,177,168
Spain	M & Design	Gerry Sportswear Company LLC	7/28/98	2,177,169	2/5/99	2,177,169
Spain	Moonstone	Gerry Sportswear Company LLC	7/28/98	2,177,171	11/22/99	2,177,170
Spain	Moonstone	Gerry Sportswear Company LLC	7/28/98	2,177,172	11/22/99	2,177,171
Spain	Moonstone	Gerry Sportswear Company LLC	7/28/98	2,177,170	11/22/99	2,177,172
Sweden	M & Design	Gerry Sportswear Company LLC	2/27/98	98-01626	6/30/00	338833
Sweden	Moonstone	Gerry Sportswear Company LLC	2/27/98	98-01625	6/2/00	338028
Switzerland	M & Design	Gerry Sportswear Company LLC	6/5/98	04498/1998	6/5/98	456,166
Switzerland	Moonstone	Gerry Sportswear	6/5/98	04499/1998	6/5/98	456,108

United States	M & Design	Company LLC	1/29/96	75/050,029	9/23/97	2,100,183
United States	Moonstone	Gerry Sportswear Company LLC	6/17/91	74/176,689	2/4/92	1,674,263
United States	Moonstone	Gerry Sportswear Company LLC	6/17/91	74/176,467	2/4/92	1,674,381
United States	Moonstone & Design	Gerry Sportswear Company LLC	11/2/98	75/581,233	12/14/99	2,299,948
United States	Moonstone & Design	Gerry Sportswear Company LLC	10/27/98	75/576,399	1/18/00	2,309,019
Canada	Roffeflex	Gerry Sportswear Company LLC	8/6/98	1,009,464		
United States	Roffeflex	Gerry Sportswear Company LLC	3/23/99	75/599,163	7/25/00	2,370,217
United States	Powerflex	Gerry Sportswear Company	5/8/01	76/254,829		
United States	Lunar Module	Gerry Sportswear Company LLC	8/29/01	76/118,409		