

03-11-2002

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PATENT & TRADEMARKS

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TRADEMARKS ONLY

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TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID # _____
- Correction of PTO Error
Reel # _____ Frame # _____
- Corrective Document
Reel # _____ Frame # _____

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

- Merger
- Change of Name
- Other _____

Conveying Party

Mark if additional names of conveying parties attached

Name **Blair Corporation**

Execution Date
Month Day Year
12 20 01

Formerly _____

- Individual General Partnership Limited Partnership Corporation Association
- Other _____
- Citizenship/State of Incorporation/Organization **Delaware**

Receiving Party

Mark if additional names of receiving parties attached

Name **PNC Bank, National Association**

DBA/AKA/TA _____

Composed of _____

Address (line 1) **One PNC Plaza, 2nd Floor**

Address (line 2) **249 Fifth Avenue**

Address (line 3) **Pittsburgh**

Pennsylvania

15222

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other **Bank**
- Citizenship/State of Incorporation/Organization _____

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

FOR OFFICE USE ONLY

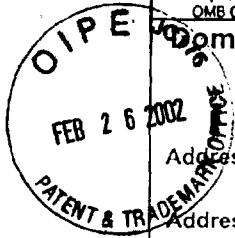
Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent 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 Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practices. 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

03/08/2002 LNUELLER 00000307 75534135

01 FC:481
02 FC:482

40.00 OP
1125.00 OP



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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)			Registration Number(s)		
<input type="text" value="75/534,135"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,336,999"/>	<input type="text" value="2,329,772"/>	<input type="text" value="1,563,972"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,477,803"/>	<input type="text" value="2,061,091"/>	<input type="text" value="1,624,256"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,899,955"/>	<input type="text" value="1,422,914"/>	<input type="text" value="1,283,914"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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.

Michael L. Dever

2/11/02

Name of Person Signing

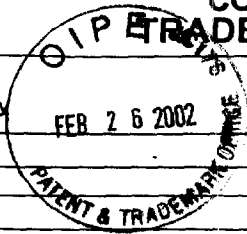
Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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

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).

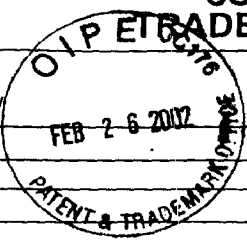
Trademark Application Number(s)

Registration Number(s)

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1,262,049	1,542,603	924,751
1,626,066	1,893,194	996,494
1,051,930	1,582,710	910,968
1,636,210	2,241,115	930,561
893,345	1,584,039	790,047
1,968,228	1,543,353	1,429,299
1,249,396	1,558,163	854,692

RECORDATION FORM COVER SHEET
CONTINUATION
OIP ETRADEMARKS ONLY



Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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City

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Individual General Partnership Limited Partnership

Corporation Association

Other

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Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

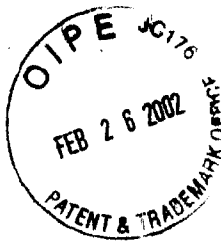
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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814,574	2,010,722	1,964,268
794,196	1,615,823	1,964,048
792,271	1,469,163	
1,415,984	2,163,906	
1,360,765	1,871,970	
1,565,300	1,876,125	
1,991,573	2,257,317	



PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

This Patent, Trademark and Copyright Security Agreement (the "Agreement"), dated as of December 20, 2001 is entered into by and between BLAIR CORPORATION, a Delaware corporation, and each of the Persons that are now or hereafter become Guarantors under the Credit Agreement described below (each a "Pledgor" and collectively the "Pledgors"), each of whom is a Pledgor of its respective ownership interests, if any, in the Patents, Trademarks and Copyrights, and PNC BANK, NATIONAL ASSOCIATION, as Agent for the Banks referred to below (the "Agent").

WHEREAS, pursuant to that certain Credit Agreement (as amended, restated, modified or supplemented from time to time, the "Credit Agreement") of even date herewith by and among the Pledgor as borrower, the Banks and the Agent as lenders (all as defined in the Credit Agreement), Agent and the Banks have agreed to provide certain loans to the Pledgor, and the Pledgor has agreed, among other things, to grant a security interest to the Agent in certain patents, trademarks, copyrights and other property as security for such loans and other obligations as more fully described herein.

NOW, THEREFORE, intending to be legally bound hereby, the parties hereto agree as follows:

1. Defined Terms.

(a) Except as otherwise expressly provided herein, capitalized terms used in this Agreement shall have the respective meanings assigned to them in the Credit Agreement. Where applicable and except as otherwise expressly provided herein, terms used herein (whether or not capitalized) shall have the respective meanings assigned to them in the Uniform Commercial Code as enacted in Pennsylvania as amended from time to time (the "Code").

(b) "Patents, Trademarks and Copyrights" shall mean and include all of each Pledgor's present and future right, title and interest in and to the following: all trade names, patent applications, patents, trademark applications, trademarks and copyrights, whether now owned or hereafter acquired by Pledgor, including, without limitation, those listed on Schedule A hereto, including all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, and the goodwill of the business to which any of the patents, trademarks and copyrights relate.

(c) "Debt" shall mean and include the following: (i) all now existing and hereafter arising Indebtedness and Obligations of each and every Pledgor to the Agent, the Banks, or any of their respective Affiliates under the Credit Agreement or any of the other Loan Documents, including all obligations, liabilities, and indebtedness, whether for principal, interest, fees, expenses or otherwise, of each and every of the Pledgors to the Agent, the Banks, or any of their respective Affiliates, now existing or hereafter incurred under the Credit Agreement or the

Notes or the Guaranty Agreement or any of the other Loan Documents as any of the same or any one or more of them may from time to time be amended, restated, modified, or supplemented, together with any and all extensions, renewals, refinancings, and refundings thereof in whole or in part (and including obligations, liabilities, and indebtedness arising or accruing after the commencement of any bankruptcy, insolvency, reorganization, or similar proceeding with respect to the Borrower or which would have arisen or accrued but for the commencement of such proceeding, even if the claim for such obligation, liability or indebtedness is not enforceable or allowable in such proceeding, and including all obligations, liabilities and indebtedness arising from any extensions of credit under or in connection with the Loan Documents from time to time, regardless whether any such extensions of credit are in excess of the amount committed under or contemplated by the Loan Documents or are made in circumstances in which any condition to extension of credit is not satisfied); (ii) all reimbursement obligations of each and every Pledgor with respect to any one or more Letters of Credit issued by Agent or any Bank; (iii) all indebtedness, loans, obligations, expenses and liabilities of each and every of the Pledgors to the Agent or any of the Banks, or any of their respective Affiliates, arising out of any Interest Rate Hedge provided by the Agent, such Banks or such Affiliates pursuant to the Credit Agreement; and (iv) any sums advanced by the Agent or the Banks or which may otherwise become due pursuant to the provisions of the Credit Agreement, the Notes, this Agreement, or any other Loan Documents or pursuant to any other document or instrument at any time delivered to the Agent in connection therewith, including commitment, letter of credit, agent or other fees and charges, and indemnification obligations under any such document or instrument, together with all interest payable on any of the foregoing, whether such sums are advanced or otherwise become due before or after the entry of any judgment for foreclosure or any judgment on any Loan Document or with respect to any default under any of the Debt.

2. To secure the full payment and performance of all Debt, each Pledgor hereby grants, and conveys a security interest to Agent in the entire right, title and interest of such Pledgor in and to all of its Patents, Trademarks and Copyrights.

3. Each Pledgor covenants and warrants that:

(a) the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(b) to the best of such Pledgor's knowledge, each of the Patents, Trademarks and Copyrights is valid and enforceable;

(c) such Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, shop rights and covenants by Pledgor not to sue third persons;

(d) such Pledgor has the corporate power and authority to enter into this Agreement and perform its terms;

(e) no claim has been made to such Pledgor or, to the knowledge of such Pledgor, any other person that the use of any of the Patents, Trademarks and Copyrights does or may violate the rights of any third party;

(f) such Pledgor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Patents, Trademarks and Copyrights;

(g) such Pledgor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights, except for those Patents, Trademarks and Copyrights that are hereafter allowed to lapse in accordance with Paragraph 10 hereof;

(h) such Pledgor will not change its state of incorporation, formation or organization, as applicable without providing thirty (30) days prior written notice the Agent;

(i) such Pledgor will not change its name without providing thirty (30) days prior written notice the Agent; and

(j) such Pledgor shall preserve its corporate existence and, except as permitted by the Credit Agreement, shall not (i) in one, or a series of related transactions, merge into or consolidate with any other entity, the survivor of which is not such Pledgor or its affiliate, or (ii) sell all or substantially all of its assets.

4. Pledgor agrees that, until all of the Debt shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Pledgor's obligations under this Agreement, without Agent's prior written consent which shall not be unreasonably withheld except Pledgor may license technology in the ordinary course of business without the Agent's consent to suppliers and customers to facilitate the manufacture and use of Pledgor's products.

5. If, before the Debt shall have been indefeasibly satisfied in full and the Commitments have terminated, Pledgor shall own any new trademarks or any new copyrightable or patentable inventions, or any patent application or patent for any reissue, division, continuation, renewal, extension, or continuation in part of any Patent, Trademark or Copyright or any improvement on any Patent, Trademark or Copyright, the provisions of this Agreement shall automatically apply thereto and Pledgor shall give to Agent prompt notice thereof in writing. Pledgor and Agent agree to modify this Agreement by amending Schedule A to include any future patents, patent applications, trademark applications, trademarks, copyrights or copyright applications and the provisions of this Agreement shall apply thereto.

6. Agent shall have, in addition to all other rights and remedies given it by this Agreement and those rights and remedies set forth in the Credit Agreement, those allowed by Law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Copyrights may be located and,

without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, Agent may immediately, without demand of performance and without other notice (except as set forth below) or demand whatsoever to Pledgor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in a city that the Agent shall designate by notice to the Pledgor, in Pittsburgh, Pennsylvania or elsewhere, the whole or from time to time any part of the Patents, Trademarks and Copyrights, or any interest which Pledgor may have therein and, after deducting from the proceeds of sale or other disposition of the Patents, Trademarks and Copyrights all expenses (including fees and expenses for brokers and attorneys), shall apply the remainder of such proceeds toward the payment of the Debt as the Agent, in its sole discretion, shall determine. Any remainder of the proceeds after payment in full of the Debt shall be paid over to Pledgor. Notice of any sale or other disposition of the Patents, Trademarks and Copyrights shall be given to Pledgor at least ten (10) days before the time of any intended public or private sale or other disposition of the Patents, Trademarks and Copyrights is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Agent may, to the extent permissible under applicable Law, purchase the whole or any part of the Patents, Trademarks and Copyrights sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

7. If any Event of Default shall have occurred and be continuing, Pledgor hereby authorizes and empowers Agent to make, constitute and appoint any officer or agent of Agent, as Agent may select in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to endorse Pledgor's name on all applications, documents, papers and instruments necessary for Agent to use the Patents, Trademarks and Copyrights, or to grant or issue, on commercially reasonable terms, any exclusive or nonexclusive license under the Patents, Trademarks and Copyrights to any third person, or necessary for Agent to assign, pledge, convey or otherwise transfer title in or dispose, on commercially reasonable terms, of the Patents, Trademarks and Copyrights to any third Person. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. This power of attorney, being coupled with an interest, shall be irrevocable for the life of this Agreement. Each Pledgor acknowledges and agrees that (i) the power of attorney herein granted shall in no way be construed as to benefit such Pledgor; (ii) the Agent herein granted this power of attorney shall have NO duty to exercise any powers granted hereunder for the benefit of such Pledgor; and (iii) the Agent herein granted this power of attorney shall, to the extent exercisable, exercise any and all powers granted hereunder for the benefit of the Agent and the Banks. The Agent hereby accepts this power of attorney and all powers granted hereunder for the benefit of the Agent and the Banks. Each Pledgor, the Agent and the Banks acknowledge, agree and consent that, in accordance with the legislative intent and as allowed by 20 Pa.C.S. § 5601(a), the provisions of 20 Pa.C.S. § 5601 shall NOT apply to this power of attorney or any of the powers granted herein.

8. At such time as Pledgor shall have indefeasibly paid in full all of the Debt and the Commitments shall have terminated, this Agreement shall terminate and Agent shall execute and deliver to Pledgor all deeds, assignments and other instruments as may be necessary or proper to

re-vest in Pledgor full title to the Patents, Trademarks and Copyrights, subject to any disposition thereof which may have been made by Agent pursuant hereto.

9. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorney's fees and expenses incurred by Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances, the protection, maintenance or preservation of the Patents, Trademarks and Copyrights, or the defense or prosecution of any actions or proceedings arising out of or related to the Patents, Trademarks and Copyrights, shall be borne and paid by Pledgor within fifteen (15) days of demand by Agent, and if not paid within such time, shall be added to the principal amount of the Debt and shall bear interest at the highest rate prescribed in the Credit Agreement.

10. Pledgor shall have the duty, through counsel reasonably acceptable to Agent, to prosecute diligently any patent applications of the Patents, Trademarks and Copyrights pending as of the date of this Agreement if commercially reasonable or thereafter until the Debt shall have been indefeasibly paid in full and the Commitments shall have terminated, to make application on unpatented but patentable inventions (whenever it is commercially reasonable in the reasonable judgment of Pledgor to do so) and to preserve and maintain all rights in patent applications and patents of the Patents, including without limitation the payment of all maintenance fees. Any expenses incurred in connection with such an application shall be borne by Pledgor. Pledgor shall not abandon any Patent, Trademark or Copyright without the consent of Agent, which shall not be unreasonably withheld.

11. Pledgor shall have the right, with the consent of Agent, which shall not be unreasonably withheld or delayed, to bring suit, action or other proceeding in its own name, and to join Agent, if necessary, as a party to such suit so long as Agent is satisfied that such joinder will not subject it to any risk of liability, to enforce the Patents, Trademarks and Copyrights and any licenses thereunder. Pledgor shall promptly, upon demand, reimburse and indemnify Agent for all damages, costs and expenses, including reasonable legal fees, incurred by Agent as a result of such suit or joinder by Pledgor.

12. No course of dealing between Pledgor and Agent, nor any failure to exercise nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Credit Agreement or other Loan Documents shall operate as a waiver of such right, power or privilege, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. All of Agent's rights and remedies with respect to the Patents, Trademarks and Copyrights, whether established hereby or by the Credit Agreement or by any other agreements or by Law, shall be cumulative and may be exercised singularly or concurrently.

14. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any clause or provision of this Agreement in any jurisdiction.

15. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraph 5.

16. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties, provided, however, that Pledgor may not assign or transfer any of its rights or obligations hereunder or any interest herein and any such purported assignment or transfer shall be null and void.

17. This Agreement shall be governed by and construed in accordance with the internal Laws of the Commonwealth of Pennsylvania without regard to its conflicts of law principles.

18. Each Pledgor hereby irrevocably submits to the nonexclusive jurisdiction of any Pennsylvania State or Federal Court sitting in Pittsburgh, Pennsylvania, in any action or proceeding arising out of or relating to this Agreement, and Pledgors hereby irrevocably agree that all claims in respect of such action or proceeding may be heard and determined in such Pennsylvania State or Federal court. Each Pledgor hereby waives to the fullest extent it may effectively do so, the defense of an inconvenient forum to the maintenance of any such action or proceeding. Each Pledgor hereby appoints the process agent identified below (the "Process Agent") as its agent to receive on behalf of such party and its respective property service of copies of the summons and complaint and any other process which may be served in any action or proceeding. Such service may be made by mailing or delivering a copy of such process to any of the Pledgors in care of the Process Agent at the Process Agent's address, and each of the Pledgors hereby authorizes and directs the Process Agent to receive such service on its behalf. Each Pledgor agrees that a judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions (or any political subdivision thereof) by suit on the judgment or in any other manner provided by law. Each Pledgor further agrees that it shall, for so long as any Commitment or any obligation of any Loan Party to the Bank remains outstanding, continue to retain Process Agent for the purposes set forth in this Section 18. The Process Agent is BLAIR CORPORATION c/o General Counsel, with an office on the date hereof at 220 Hickory Street, Warren, Pennsylvania 16366-0001, United States. Each Pledgor shall produce to the Agent evidence of the acceptance by Process Agent of such appointment.

19. This Agreement may be executed in any number of counterparts, and by different parties hereto in separate counterparts, each of which, when so executed, shall be deemed an original, but all such counterparts shall constitute one and the same instrument. Each Pledgor acknowledges and agrees that a telecopy transmission to the Agent or any Bank of the signature pages hereof purporting to be signed on behalf of any Pledgor shall constitute effective and binding execution and delivery hereof by such Pledgor.

20. EXCEPT AS PROHIBITED BY LAW, EACH PLEDGOR AND EACH OF THE COMPANIES HEREBY WAIVES ANY RIGHT IT MAY HAVE TO A TRIAL BY A JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER, OR IN CONNECTION WITH THIS AGREEMENT OR ANY OTHER DOCUMENTS OR TRANSACTIONS RELATING THERETO.

21. All notices, requests, demands, directions and other communications (collectively, "notices") given to or made upon any party hereto under the provisions of this Agreement shall be as set forth in Section 10.6 [Notices] of the Credit Agreement.

22. Each Pledgor acknowledges and agrees that, in addition to the other rights of the Agent hereunder and under the other Loan Documents, because the Agent's remedies at law for failure of such Pledgor to comply with the provisions hereof relating to the Agent's rights (i) to inspect the books and records related to the Pledged Collateral, (ii) to receive the various notifications such Pledgor is required to deliver hereunder, (iii) to obtain copies of agreements and documents as provided herein with respect to the Pledged Collateral, (iv) to enforce the provisions hereof pursuant to which the such Pledgor has appointed the Agent its attorney-in-fact, and (v) to enforce the Agent's remedies hereunder, would be inadequate and that any such failure would not be adequately compensable in damages, such Pledgor agrees that each such provision hereof may be specifically enforced.

[SIGNATURES APPEAR ON FOLLOWING PAGE]



[SIGNATURE PAGE 1 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed
by their respective officers or agents thereunto duly authorized, as of the date first above written.

BLAIR CORPORATION

By: John E. Zawacki
Name: JOHN E. ZAWACKI
Title: PRESIDENT

BLAIR HOLDINGS, INC.

By: John A. Lusher
Name: John A. Lusher
Title: President

BLAIR PAYROLL, LLC

By: John E. Zawacki
Name: JOHN E. ZAWACKI
Title: PRESIDENT

BLAIR CREDIT SERVICES CORPORATION

By: Stephen P. Wisniewski
Name: Stephen P. Wisniewski
Title: PRESIDENT



[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

BLAIR INTERNATIONAL HOLDINGS, INC.

By: *Lawrence R. Vicini*
Name: *LAWRENCE R. VICINI*
Title: *PRESIDENT*

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: _____
Name:
Title:



[SIGNATURE PAGE 2 OF 2 TO PATENT, TRADEMARK
AND COPYRIGHT SECURITY AGREEMENT]

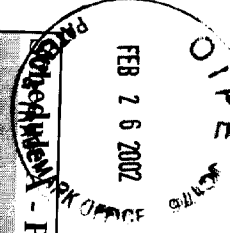
BLAIR INTERNATIONAL HOLDINGS, INC.

By: _____
Name:
Title:

PNC BANK, NATIONAL ASSOCIATION, as
Agent

By: Jeffrey J. Font
Name: Jeffrey J. Font
Title: Vice President

FEB 26 2002



Patent - Patent, Trademark and Copyright Security Agreement

Intellectual Property

Related Merchandise

Registration Number Registration Date Renewals

United States

ADVENTURER'S CLUB® Men's jackets and jog suits 2,336,999 4/4/00

ALLEGHENY TRAIL® Men's boots 1,477,803 2/23/88

*ANDREA KAY® Women's apparel 1,899,955 6/13/95

Because good clothing doesn't have to cost a lot®

*BLAIR® Mail order and retail store services in the field of clothing

1. Mail order services in field of apparel 2,329,772 3/14/00
2. Men's apparel, women's apparel 2,061,091 5/13/97
3. Mail order services in field of men's and women's apparel 1,422,914 12/30/86
4. Retail store services for men's and women's apparel 1,563,972 10/31/89
5. Mail order services in field of men's and women's apparel 1,624,256 11/20/90
6. Liniments, creams, cosmetics, food flavorings, air fresheners, household polishes, 1,283,914 6/26/84

*BLAIR BOUTIQUE® Women's jackets, skirts, pants, blouses & tops 1,262,049 12/20/83 2003

*BLAIRGUARD® Outerwear with a water-&-stain repellent finish 1,626,066 12/4/90

*BLAIR-PLUS® Life-of-the-garment soil/stain repellent finish 1,051,930 11/2/76 11/2/96

*BLAIR PRESS® Wash & wear finish for women's slacks 1,636,210 2/26/91

*BLAIR SHOPPE PREMIER™ Mail Order and Retail Store services in the field of home furnishings 893,345 6/23/70 7/5/90

BLAIR SHOPPER® Mail order services for men's & women's apparel and home furnishings 74,652,365 3/28/95

*BLAIR-SUEDE® Men's sportcoats; women's tops & dresses 1,249,396 8/23/83

COMFORT EASE® Shoes 1,542,603 6/6/89

CROSSING POINTE™ Women's apparel and retail and mail order sales of women's apparel 1,893,194 5/9/95

*ELISABETH WILLIAMS® Women's blouses and dresses 76-124,741 9/7/00

EXPAND-A-WAIST® Women's pants 1,582,710 2/13/90

*IMPROVED LIVING® (2 reg.'s) 2,241,115 4/20/99

IRVINE PARK® 1. 584,039 2/20/90

2. Various hard goods and women's apparel 1,543,353 6/13/89

JB and Design® Men's suits and slacks 1,558,163 9/26/89

Men's shoes and coats 924,751 11/30/71 11/30/91

JB and Design® Men's shirts and boots 996,494 10/22/74 11/30/01

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Schedule A - Patent, Trademark and Copyright Security Agreement

Intellectual Property

Related Merchandise

Registration Number Registration Date Renewals

* JOHN BLAIR® (3 reg.'s) 1. Men's and boys' outer shirts 910,968 4/6/71 10/22/94

2. Men's and boys' outer shirts, sweaters, sport jackets, casual jackets, blazers, and hats 930,561 3/7/72 5/7/91

* LADY BLAIR® 3. Men's neckties and slacks 790,047 5/25/65 3/7/92

Women's dresses, skirts, pants, coats, jackets, blouses, and tops 1,429,299 2/17/87

MICHAEL BLAIR NPC® (4 reg.'s) Women's apparel 1,429,299 2/17/87

1. Men's dress shirts and knit and flannel sportshirt 854,692 8/13/68 11/29/88

women's slacks, suits, nightgown, and shells 814,574 9/6/66

2. Women's dresses, blouses, lingerie, and coats, and men's coats and slacks 794,196 8/10/65

3. Retail mail order merchandising 792,271 7/6/65

4. Men's sportshirts and Bermuda shorts 1,415,984 11/4/86

Women's dresses, pants, skirts, suits, jackets, tops, sweaters, blouses and coats

* PERSONAL CHOICE® Men's sportcoats, slacks & shirts; we also use this on some women's apparel advertising 1,360,765 9/17/85

SCANDIA WOODS® Men's jackets 1,565,300 9/10/91

SILHOUETTE SLIMMER® Women's pants 1,991,573 8/6/96

STIK-TITE® Hook and loop closure sold as part of apparel and footwear 2,010,722 10/22/96

STONYBROOK® Women's dresses, blouses, suits and jackets 1,615,823 10/2/90

TROPICCOOL® Men's slacks (also used on blazers) 1,469,163 12/15/87

TOP CRAFT™ Pruning shears 2,163,906 6/9/98

TWO TWENTY® Women's apparel 1,871,970 1/3/95

220 HICKORY™ Women's outerwear, footwear, sleepwear, blouses, jackets, slacks, tops and dresses sm1,876,125 1/24/95

220 HICKORY™ Mail order and retail store services in the field of women's apparel and accessories 76-030,466 4/20/00

TOTALLY TOPS™(2) Women's blouses and tops; mail order services for women's blouses and tops 76-030,185 4/20/00

John L. Blair® Portrait design mark and signature sm2,257,317 6/29/99

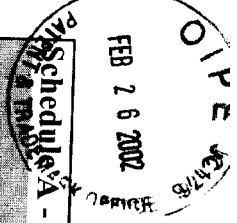
(2 reg.'s) 75-534,135 8/7/88

JLB SERVICE NATIONAL BANK Financing Services 1,964,268 3/26/96

1,964,048 3/26/96

76-270,404 6/12/01

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Patent, Trademark and Copyright Security Agreement

Intellectual Property

Related Merchandise

Registration Number Registration Date Renewals

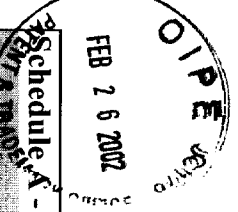
Canada				
*BLAIR®	Men's and Women's apparel	438,759	2/3/95	
*JOHN BLAIR®	Men's apparel	439,489	2/17/95	
*LADY BLAIR®	Women's apparel	438,760	2/3/95	
*BLAIR SHOPPE®	Home Furnishings	438,758	2/3/95	
Mexico				
*BLAIR®	Men's and women's apparel			
Worldwide				
#220hickory.com	Domain name on the Internet	534,300	10/28/96	
#220hickory.net	Domain name on the Internet			
#220hickory.org	Domain name on the Internet			
#allegHENYWOODLANDS				
national bank.com				
#awcredISERVICES.com	Domain name on the Internet			
#awnbANK.com	Domain name on the Internet			
#awnationalbank.com	Domain name on the Internet			
#bcSSB.com	Domain name on the Internet			
#bcSSB.net	Domain name on the Internet			
#bcSSB.org	Domain name on the Internet			
#bcSSTATEBANK.com	Domain name on the Internet			
#bcSSTATEBANK.net	Domain name on the Internet			
#bcSSTATEBANK.org	Domain name on the Internet			
#*blair.com	Domain name on the Internet			
#*blairboutique.com	Domain name on the Internet			
#*blairboutique.net	Domain name on the Internet			
#*blairboutique.org	Domain name on the Internet			
#blaircatalog.com	Domain name on the Internet			
#blaircatalogs.com	Domain name on the Internet			
#blaircatalogue.com	Domain name on the Internet			
#blairclothes.com	Domain name on the Internet			
#blairclothing.com	Domain name on the Internet			



Patent Schedule A - Patent, Trademark and Copyright Security Agreement

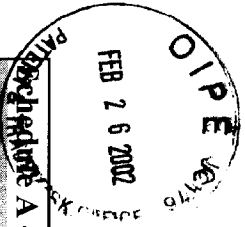
Intellectual Property	Related Merchandise	Registration Number	Registration Date	Renews
#blaircorporation.com	Domain name on the Internet			
#blaircredit.com	Domain name on the Internet			
#blaircredit.net	Domain name on the Internet			
#blaircredit.org	Domain name on the Internet			
#blair-credit.com	Domain name on the Internet			
#blair-credit.net	Domain name on the Internet			
#blair-credit.org	Domain name on the Internet			
#blaircustomwear.com	Domain name on the Internet			
#blaircustomwear.net	Domain name on the Internet			
#blaircustomwear.org	Domain name on the Internet			
#blairgift.com	Domain name on the Internet			
#blairgifts.com	Domain name on the Internet			
#blairhome.com	Domain name on the Internet			
#blairhome.net	Domain name on the Internet			
#blairhome.org	Domain name on the Internet			
#blairintimates.com	Domain name on the Internet			
#blairintimates.net	Domain name on the Internet			
#blairintimates.org	Domain name on the Internet			
#blairinimates.com	Domain name on the Internet			
#blairinimates.net	Domain name on the Internet			
#blairinimates.org	Domain name on the Internet			
#blairmens.com	Domain name on the Internet			
#blairmenswear.com	Domain name on the Internet			
#*blairmenswear.net	Domain name on the Internet			
#*blairmenswear.org	Domain name on the Internet			
#*blairoutlet.com	Domain name on the Internet			
#*blairoutlet.net	Domain name on the Internet			
#*blairoutlet.org	Domain name on the Internet			
#*blairshoppe.com	Domain name on the Internet			
#*blairshoppe.net	Domain name on the Internet			
#*blairshoppe.org	Domain name on the Internet			
#*blairshoppegiftgallery.com	Domain name on the Internet			

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Schedule A - Patent, Trademark and Copyright Security Agreement

Intellectual Property	Related Merchandise	Registration Number	Registration Date	Renews
#*blairshoppegiftgallery.net	Domain name on the Internet			
#*blairshoppegiftgallery.org	Domain name on the Internet			
#blairwomen.com	Domain name on the Internet			
#*blairwomenswear.com	Domain name on the Internet			
#*blairwomenswear.net	Domain name on the Internet			
#*blairwomenswear.org	Domain name on the Internet			
#crossingpointe.com	Domain name on the Internet			
#crossingpointe.net	Domain name on the Internet			
#crossingpointe.org	Domain name on the Internet			
#*elisabethwilliams.com	Domain name on the Internet			
#*elisabethwilliams.net	Domain name on the Internet			
#*elisabethwilliams.org	Domain name on the Internet			
#*elizabethwilliams.com	Domain name on the Internet			
#*improvedliving.com	Domain name on the Internet			
#*improvedliving.net	Domain name on the Internet			
#*improvedliving.org	Domain name on the Internet			
#irvinepark.com	Domain name on the Internet			
#irvinepark.net	Domain name on the Internet			
#irvinepark.org	Domain name on the Internet			
#irvine-park.com	Domain name on the Internet			
#irvine-park.net	Domain name on the Internet			
#irvine-park.org	Domain name on the Internet			
#*johnblair.com	Domain name on the Internet			
#*johnblair.net	Domain name on the Internet			
#*johnblair.org	Domain name on the Internet			
#*johnblaire.com	Domain name on the Internet			
#*johnblaire.net	Domain name on the Internet			
#*johnblaire.org	Domain name on the Internet			
#scandiawoods.com	Domain name on the Internet			
#scandiawoods.net	Domain name on the Internet			



Patent/Trade A - Patent, Trademark and Copyright Security Agreement

Intellectual Property	Related Merchandise	Registration Number	Registration Date	Renews
#scandiawoods.org	Domain name on the Internet			
#scandia-woods.com	Domain name on the Internet			
#scandia-woods.net	Domain name on the Internet			
#scandia-woods.org	Domain name on the Internet			
#shopblair.com	Domain name on the Internet			
#stonybrookfashions.com	Domain name on the Internet			
#stonybrookfashions.net	Domain name on the Internet			
#stonybrookfashions.org	Domain name on the Internet			
#todayskitchen.com	Domain name on the Internet			
#todayskitchen.net	Domain name on the Internet			
#todayskitchen.org	Domain name on the Internet			
#totallytops.com	Domain name on the Internet			
#totallytops.net	Domain name on the Internet			
#totallytops.org	Domain name on the Internet			
#*twenty.com	Domain name on the Internet			
#*twenty.net	Domain name on the Internet			
#twentyhickory.com	Domain name on the Internet			
#twentyhickory.net	Domain name on the Internet			
#twentyhickory.org	Domain name on the Internet			

All of the Intellectual Property listed above is owned by the Borrower except for those items marked with an asterisk (*) which are owned by Blair Holdings, Inc.

Trade Name