

07-22-2002



7-2202

102162931

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 GRANT OF SECURITY INTEREST

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership Association

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

FOR OFFICE USE ONLY

07/22/2002 DBYRNE 00000087 2102098

01 FC:481 40.00 OP
02 FC:482 250.00 OP

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

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK

REEL: 002546 FRAME: 0298

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
See Attached List

Trademark Application Number(s)

Registration Number(s)

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

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

Number of Properties

Enter the total number of properties involved. #

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.

Ellen M. Allen

7/19/2002

Name of Person Signing

Signature

Date

UNITED STATES - APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REGISTERED	PENDING	TM
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"XOXO"	Int'l 18 (luggage, etc.)	2,102,098		X
	Int'l 9 (eyeglasses, etc.)	2,110,787 75/415,297	Pending, registration will issue shortly	X
	Int'l 14 (jewelry, watches, etc.)	75/547,331	Pending	
	Int'l 3 (perfume, cosmetics, etc.)	75/415,298	Pending	
	Int'l 25 (clothing)	2,009,243		X
	Int'l 35 (retail clothing stores svcs)	75/547,330	Pending	
	Int'l 26 (hair ornaments)	75/547,332	Pending	

"XOXO JEANS"	Int'l 25 (clothing)	75/547,333	Pending	
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"XOXO IN AMERICA AND ABROAD" w/Design	Int'l 25 (clothing)	2,043,508		X
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"FRAGILE"	Int'l 25 (clothing)	2,036,037		X
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**GRANT OF SECURITY INTEREST IN
TRADEMARKS, TRADENAMES AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, TRADENAMES AND LICENSES (herein the "Agreement") made as of April 18, 2002 by **XOXO Clothing Co., Inc.** ("XOXO"), a Delaware corporation with offices at 463 Seventh Avenue, Fourth Floor, New York, New York 10018 ("XOXO"), and **The CIT Group/Commercial Services, Inc.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York 10036 (herein "CIT").

WITNESSETH:

WHEREAS, **Adamson Apparel, Inc.**, a Delaware corporation ("Adamson") and CIT are parties to (i) a certain Factoring Agreement of even date herewith (as the same may be amended or supplemented from time to time the "Factoring Agreement"), and (ii) a certain Inventory Security Agreement of even date herewith (as the same may be amended or supplemented from time to time the "Inventory Agreement" and collectively, with the Factoring Agreement, the "Financing Agreements"), which Financing Agreements provide for CIT to make certain advances and extensions of credit, all to or for the account of Adamson; and

WHEREAS, XOXO has a significant business relationship with Adamson and it is in XOXO's financial interest for CIT to make the advances and extensions of credit and provide the other benefits to Adamson contemplated under the Financing Agreements; and

WHEREAS, it is a condition precedent to the making of all such advances and extensions of credit to or for the account of Adamson that XOXO (a) unconditionally guaranty the repayment and performance to CIT of all Obligations (as defined in the Financing Agreements) of Adamson, as set forth in the Guaranty executed and delivered of even date herewith by XOXO in favor of CIT (the "Guaranty") and (b) secure all of XOXO's obligations, liabilities, and indebtedness now or hereinafter owing to CIT pursuant to the Guaranty by granting to CIT a security interest in certain of XOXO's assets, including, without limitation, all of XOXO's, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, XOXO agrees as follows:

1. **Definitions.** Capitalized terms used herein and defined in the Financing Agreements shall have the meanings set forth therein unless otherwise specifically defined herein.
2. **Grant of Security Interest.** To secure the payment of the "Obligations" (as defined in the

Guaranty), XOXO hereby grants to CIT a security interest, effective immediately, in all of XOXO's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

- (i) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the trademarks and applications, if any, listed on **Schedule A** attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (ii) Any license agreement in which XOXO is or becomes licensed to use any trademarks and/or tradenames owned by a third party (or has granted or hereafter grants to a third party a license to use any of the Trademark Collateral, including, without limitation, the licenses, if any, listed on **Schedule B** attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iii) The goodwill of XOXO's business connected with and symbolized by the Intellectual Property Collateral; and
- (iv) All cash and non-cash proceeds of the foregoing.

3. **CIT's Rights.** Upon the occurrence of any Event of Default hereunder, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CIT will give XOXO reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of XOXO set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CIT upon the occurrence of any Event of Default hereunder, CIT shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form of **Exhibit I** annexed hereto) is being executed and delivered by XOXO to CIT concurrently with this Agreement to enable such rights to be carried out. XOXO agrees that, in the event CIT exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CIT to XOXO, XOXO shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, XOXO shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits

therefrom provided, however, that from and after the occurrence of an Event of Default XOXO shall cease to enjoy and exercise such rights and CIT or its transferee(s) shall be entitled to all of XOXO's right, title and interest in and to the Intellectual Property Collateral.

This Agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral. XOXO hereby grants to CIT a royalty-free, non-exclusive license in the Intellectual Property Collateral for the purpose of, upon the occurrence and during the continuance of an Event of Default, (i) advertising for sale and selling or transferring any Inventory bearing any of the Intellectual Property Collateral, and (ii) assembling, preparing for sale, or completing or causing others to do so, any applicable Inventory bearing any of the Intellectual Property Collateral, for the purpose of applying the proceeds of Inventory bearing any of the Intellectual Property Collateral to the Obligations hereunder, all as further set forth in the Financing Agreements and irrespective of CIT's lien and perfection in any of the Intellectual Property Collateral.

4. **Fees.** XOXO will pay all filing fees with respect to the filing and recordation of the security interest created hereby which CIT may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. **Representations and Warranties.** XOXO represents and warrants:

a. that XOXO lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby and liens and encumbrances expressly permitted under the Financing Agreements, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever;

b. that XOXO has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof;

c. that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect, except to the extent that any Intellectual Property Collateral is no longer in effect as a matter of applicable law, including, without limitation, the expiration of any effective term with respect thereto that cannot be extended pursuant to applicable law; and

d. that there are no known infringements of the Intellectual Property Collateral.

6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CIT in connection with such sale and the exercise of CIT's rights and remedies under the Guaranty, hereunder and under the Financing Agreements; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CIT in such order as CIT may elect; and the balance, if any, shall be paid to XOXO or as a court of competent jurisdiction may direct.

7. **Defense of Claims.** XOXO will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CIT therein.

XOXO agrees to reimburse CIT for all costs and expenses incurred by CIT in defending any such action, claim or proceeding.

8. **Rights Cumulative.** This Agreement shall be in addition to the Guaranty and the Financing Agreements and shall not be deemed to affect, modify or limit the Guaranty or the Financing Agreements or any rights that CIT has under the Guaranty or the Financing Agreements. XOXO agrees to execute and deliver to CIT (at XOXO's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.
9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
10. **CHOICE OF LAW.** XOXO AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF XOXO AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT XOXO, CIT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. XOXO AND CIT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.
11. **Events of Default.** Any of the following constitutes an Event of Default under this Agreement:
 - (i) XOXO fails to perform or observe any agreement, covenant or condition required under this Agreement;
 - (ii) Any warranty or representation made by XOXO in this Agreement or the Guaranty shall be or become false or misleading in any material respect or XOXO shall breach any warranty or representation made by XOXO in this Agreement or the Guaranty;
 - (iii) The termination or revocation of the Guaranty; or
 - (iv) The occurrence of any Event of Default under the Financing Agreements which is not waived in writing by CIT.
12. **Notices.** XOXO covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CIT written notice in the manner provided for delivery of notice in the Financing Agreements of:
 - (i) any claim by a third party that XOXO has infringed on the rights of a third party;

- (ii) any suspected infringement by a third party on the rights of XOXO; or
- (iii) any Intellectual Property Collateral created, arising or acquired by XOXO after the date hereof that is the subject of any application or registration.

13. **Further Assurances.** XOXO will take any such action as CIT may reasonably require to further confirm or protect CIT's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, XOXO hereby grants to CIT a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in XOXO's behalf required to effectuate the terms, provisions and conditions of this Agreement.

14. **Termination.** This Agreement and the Irrevocable Power of Attorney granted pursuant hereto shall terminate upon termination of the Financing Agreements and full, final and indefeasible payment and performance of all Obligations of Adamson thereunder. Upon XOXO's request, CIT shall within a reasonable time after any such termination execute and deliver to XOXO (at XOXO's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

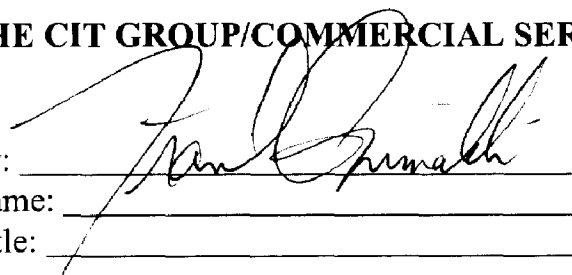
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of date first written above.

XOXO CLOTHING CO., INC.

By: 
Name: _____
Title: _____

Agreed and Accepted:

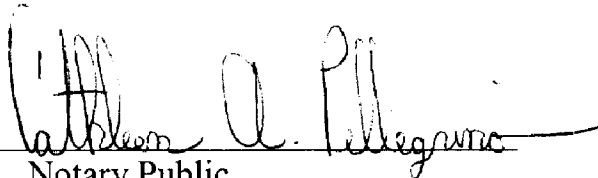
THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: 
Name: _____
Title: _____

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The undersigned, a Notary Public in and for the above State and County, does hereby certify that on April 18, 2002, before me personally appeared Arnold H. Simon, did depose and say, that he is an authorized representative of XOXO Clothing Co., Inc., the corporation described herein and which executed the foregoing instrument; and that he signed his name thereto by authorization of the Board of Directors of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.



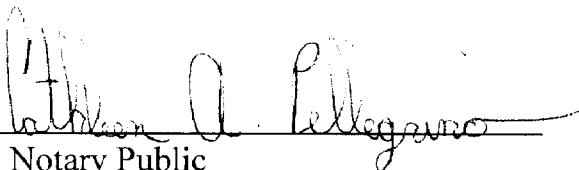
Notary Public

CATHLEEN A. PELLEGRINO
Notary Public, State of New York
No. 01PE4768067
Qualified in Kings County
Commission Expires Nov. 30, 2002

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The undersigned, a Notary Public in and for the above State and County, does hereby certify that on April 18, 2002, before me personally appeared Frank Grimaldi, who did depose and say, that he is an authorized representative of The CIT Group/Commercial Services, Inc., the corporation described herein and which executed the foregoing instrument; and that he signed his name thereto by authorization of the Board of Directors of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.



Notary Public
CATHLEEN A. PELLEGRINO
Notary Public, State of New York
No. 01PE4768067
Qualified in Kings County
Commission Expires Nov. 30, 2002

EXHIBIT I

IRREVOCABLE POWER OF ATTORNEY

XOXO CLOTHING CO., INC., a Delaware corporation with offices at 463 Seventh Avenue, Fourth Floor, New York, New York 10018 (hereinafter referred to as the "Company"), hereby grants to **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York 10036 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Trademarks, Tradenames and Licenses (the "Agreement"), dated as of the date hereof, between XOXO and CIT including, without limitation, all trademarks, trademark applications and/or registrations, tradenames, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and XOXO's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of XOXO to CIT are outstanding under the Guaranty, dated on or about the date hereof, by XOXO in favor of CIT.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CIT after the occurrence and during the continuance of an Event of Default under the Agreement between CIT and XOXO; and

4. CIT shall give XOXO ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, XOXO has caused this Power of Attorney to be executed as of April 17, 2002.

XOXO CLOTHING CO., INC.

By: _____
Name: _____
Title: _____

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The undersigned, a Notary Public in and for the above State and County, does hereby certify that on April ____, 2002, before me personally appeared _____, did depose and say, that he is a _____ of XOXO Clothing Co., Inc., the corporation described herein and which executed the foregoing instrument; and that he signed his name thereto by authorization of the Board of Directors of said corporation, for the uses and purposes therein set forth.

WITNESS my hand and official seal.

Notary Public

SCHEDULE A (U.S. TRADEMARKS)
And
SCHEDULE B (LICENSES)
to
GRANT OF SECURITY INTEREST IN
TRADEMARKS, TRADENAMES AND LICENSES

between

XOXO CLOTHING CO., INC.

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

UNITED STATES - APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REGISTERED	PENDING	TM
"XOXO"	Int'l 18 (luggage, etc.)	2,102,098		X
	Int'l 9 (eyeglasses, etc.)	2,110,787 75/415,297	Pending, registration will issue shortly	X
	Int'l 14 (jewelry, watches, etc.)	75/547,331	Pending	
	Int'l 3 (perfume, cosmetics, etc.)	75/415,298	Pending	
	Int'l 25 (clothing)	2,009,243		X
	Int'l 35 (retail clothing stores svcs)	75/547,330	Pending	
	Int'l 26 (hair ornaments)	75/547,332	Pending	
"XOXO JEANS"	Int'l 25 (clothing)	75/547,333	Pending	
"XOXO IN AMERICA AND ABROAD" w/Design	Int'l 25 (clothing)	2,043,508		X
"FRAGILE"	Int'l 25 (clothing)	2,036,037		X

AUSTRALIA - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO"	Int'l 3, 9, 14 & 18	#718631		X
	Int'l 25 (clothing)	#715237		X
"XOXO IN AMERICA AND ABROAD"	Int'l 25 (clothing)	#715236		X
"XOXO IN AMERICA AND ABROAD" logo	Int'l 25 (clothing) Int'l 3, 9, 14 and 18	#718630	Pending	X
"LOLA"	Int'l 25 (clothing)	#715238		X

BENELUX - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO"	Int'l 3	#614163		X
	Int'l 9	#614163		X
	Int'l 14	#614163		X
	Int'l 18	#614163		X
	Int'l 25 (clothing)	#599021		X
"XOXO IN AMERICA AND ABROAD"	Int'l 25 (clothing)		Pending	
	Int'l 3, 9, 14 & 18	#614164 (for all 4 classes)		
"XOXO IN AMERICA AND ABROAD" logo	Int'l 25 (clothing)	#581052		X
"LOLA"	Int'l 25 (clothing)	#599020		X

BRAZIL - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO"	Int'l 25 (clothing)		App. not filed yet	
"XOXO IN AMERICA AND ABROAD"	Int'l 25 (clothing)		App. not filed yet	
	Int'l 25 (clothing)		App. not filed yet	
"LOLA"			App. not filed yet	

CANADA - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO IN AMERICA AND ABROAD" and Hearts Design	Int'l 3, 9, 14, 18	100557600	Pending	
	25	078868400	Pending - Opposed by Esteem Fashions, Inc.	
"FRAGILE"	Int'l 3, 9, 14, 18 & 25		Pending	
"XOXO" and Hearts Design	Int'l 3, 9, 14 & 18	100557500	Pending	

CHINA - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO"	Int'l 3, 9, 14 & 25		Pending	
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FRANCE - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO"	Int'l 3, 9, 14 & 18	#96643237		X
	Int'l 25 (clothing)	#96638527		X
"XOXO IN AMERICA AND ABROAD" and logo	Int'l 3, 9, 14 & 18	#96643236		X
	Int'l 25 (clothing)	#96638528		X
"LOLA"	Int'l 25 (clothing)		Withdrawn	

GERMANY - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO"	Int'l 3, 9, 14 & 18	#39641811		X
	Int'l 25 (clothing)	#39635549		X
"XOXO IN AMERICA AND ABROAD" logo	Int'l 3, 9, 14 & 18	#39641839		X
	Int'l 25 (clothing)	#39635555		X
"LOLA"	Int'l 25 (clothing)		Withdrawn	

HONG KONG - APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REGISTERED	PENDING	TM
"XOXO"	Int'l 3	00385		X
	Int'l 9	00386		X
	Int'l 14		Pending	
	Int'l 18	00387		X
	Int'l 25	00388		X
	Int'l 42		Pending	
"XOXO IN AMERICA AND ABROAD" and Hearts Design	Int'l 3, 9, 14, 18, 25 & 42		Pending	
	Int'l 9, 25 & 42		Pending	
"LOLA"	Int'l 3, 14 & 18	#02095 (Cls. 3)		X
		#02096 (Cls. 14)		X
		#02097 (Cls. 18)		X

ITALY - APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REGISTERED	PENDING	TM
"XOXO"	Int'l 3, 9, 14, 18	96 2729	Pending	X
	Int'l 25	TO96C002365		
"XOXO IN AMERICA AND ABROAD"	Int'l 3, 9, 14, 18	96 2730		X
	Int'l 25	TO96C002366		
"LOLA"	Int'l 25	962364	Withdrawn	

JAKARTA/INDONESIA - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO"	Int'l 14, 34 & 35		Pending	
	Int'l 3, 9, 25 & 42	394531-Cls. 3		X
		396182-Cls. 9		X
		397754-Cls. 25		X
		399647-Cls. 42		X
"XOXO IN AMERICA AND ABROAD"	Int'l 35		Pending	
	Int'l 3, 9, 14, 25 & 42	399271-Cls. 3		X
		395704-Cls. 9		X
		395703-Cls. 14		X
		399270-Cls. 25		X
	399396-Cls. 42		X	
"LOLA"	Int'l 3		Pending	
	Int'l 9, 14 & 25	394174-Cls. 9		X
		394173-Cls. 14		X
	394175-Cls. 25		X	

JAPAN - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO IN AMERICA AND ABROAD"	Int'l 25		Withdrawn	
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NEW ZEALAND - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO"	Int'l 3, 9, 14, 18 & 25	267654 - Cls 3	X
		267657 - Cls 18	X
		267655 - Cls 9	X
		267656 - Class 14	X
		265870 - Class 25	X
"XOXO IN AMERICA AND ABROAD"	Int'l 3, 9, 14, 18 & 25	267650 - Cls 3	X
		267652 - Cls 14	X
		267651 - Cls 9	X
		267653 - Class 18	X
		265905 - Class 25	X
"LOLA"	Int'l 3, 9, 14, 18 & 25	265871 - Cls 25	

PERU - APPLICATIONS AND REGISTRATIONS

TRADEMARK CLASS REGISTERED PENDING TM

"XOXO"	Int'l 25		Pending
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PHILIPPINES - APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REGISTERED	PENDING	TM
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"XOXO"	Int'l 3, 9, 14, 18 & 25		Pending	
"XOXO IN AMERICA AND ABROAD"	Int'l 3, 9, 14, 18 & 25		Pending	
"LOLA"	Int'l 25		Pending	

PORTUGAL - APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REGISTERED	PENDING	TM
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"XOXO"	Int'l 3, 9, 14, 18 & 25		Pending	
"XOXO IN AMERICA AND ABROAD"	Int'l 3, 9, 14, 18 & 25		Pending	
"LOLA"	Int'l 25		Pending	

SINGAPORE - APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REGISTERED	PENDING	TM
"XOXO"	Int'l 3, 9, 18 & 25	13847/96-Cl. 14 13845/96-Cl. 3 13846/96-Cl. 9		X X X
"XOXO IN AMERICA AND ABROAD" (with Heart Design)	Int'l 3, 9, 14, 18 & 25		Pending Pending	
"LOLA" (DESIGN)	Int'l 3, 18 & 25	T96/13850Z-Cl. 9 S/13851/96-Cl.14	Pending	X X

SOUTH AFRICA - APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REGISTERED	PENDING	TM
"XOXO"	Int'l 3, 9, 14, 18 & 25		Pending	
"XOXO IN AMERICA AND ABROAD" logo	Int'l 3, 9, 14, 18 & 25		Pending	
"LOLA"	Int'l 25		Pending	

SPAIN - APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REGISTERED	PENDING TM
"XOXO"	Int'l 18	#2062897(8)	X
	Int'l 3, 9, 14 & 25	#2062895- Cls.3	X
		#2062892- Cls.	X
		9	X
		#2062896- Cls.	X
14	X		
#2045275-	X		
Cls.25			
"XOXO IN AMERICA AND ABROAD" logo	Int'l 18	#2062894(3)	X
	Int'l 3, 9, 14 & 25	#2062890- Cls.	X
		3	X
		#2062891- Cls. 9	X
		#2062893- Cls.	X
14	X		
#2045274- Cls.			
25			
LOLA	Int'l 25	2045276	Withdrawn

UNITED KINGDOM - APPLICATIONS AND REGISTRATIONS

TRADEMARK	CLASS	REGISTERED	PENDING	TM
"XOXO"	Int'l 3 & 14		Withdrawn	
	Int'l 9 & 18	#2110787		X
"XOXO IN AMERICA AND ABROAD" (with Hearts Design)	Int'l 3, 9, 14 & 18	#2110784		X
	Int'l 25	#2021540		X