

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

National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

08-22-2002



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

Execution Date
Month Day Year

Name

Formerly

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

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 Assignment.)

08/23/2002 6TON11 00000054 75217000

FOR OFFICE USE ONLY

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 Information 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

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) SEE ATTACHED Registration Number(s)

| | | | | | | |
|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|----------------------|
| <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
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| <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.

James R. Need.
Name of Person Signing

[Signature]
Signature

8-5-00
Date Signed

| Country: | Mark | Intl Classes | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | Allow. Dt | ITU |
|---|-------|--------------|----------------------------|------------|------------|------------|------------|-----------|-----|
| ID | | | | | | | | | No |
| Ukraine | BONGO | 25 | MICHAEL CARUSO & CO., INC. | 94124262/T | 12/13/1994 | 12790 | 7/19/1999 | | No |
| 576 | | | | | | | | | |
| United Arab Emirates | BONGO | 25 | MICHAEL CARUSO & CO., INC. | 17,684 | 8/7/1996 | 17,247 | 7/30/1998 | | No |
| 574 | | | | | | | | | |
| United Kingdom | BONGO | 025 | MICHAEL CARUSO & CO., INC. | 1,573,687 | 5/31/1994 | 1,573,687 | 5/31/1994 | | No |
| 575 | | | | | | | | | |
| B BONGO | | 025 | MICHAEL CARUSO & CO., INC. | 1353303 | 7/29/1988 | B1,353,303 | 7/29/1988 | | No |
| 602 | | | | | | | | | |
| United States | BONGO | 18 | MICHAEL CARUSO & CO., INC. | 75217000 | 12/23/1996 | 2204391 | 11/17/1998 | | Yes |
| 579 | | | | | | | | | |
| BONGO | | 18 | MICHAEL CARUSO & CO., INC. | 74684172 | 6/5/1995 | 1960546 | 3/5/1996 | | No |
| 592 | | | | | | | | | |
| BONGO | | 25 | MICHAEL CARUSO & CO., INC. | 73488887 | 7/9/1984 | 1331004 | 4/16/1985 | | No |
| 594 | | | | | | | | | |
| BONGO | | 25 | MICHAEL CARUSO & CO., INC. | 74507927 | 4/1/1994 | 1974123 | 5/14/1996 | | No |
| 596 | | | | | | | | | |
| BONGO AN AMERICAN CLASSIC | | 25 | MICHAEL CARUSO & CO., INC. | 75389219 | 11/13/1997 | 2225525 | 2/23/1999 | | No |
| 605 | | | | | | | | | |
| BONGO BLUE JEANS ALWAYS AMERICA'S FAVORITES | | 25 | MICHAEL CARUSO & CO., INC. | 75389220 | 11/13/1997 | 2224026 | 2/16/1999 | | No |
| 606 | | | | | | | | | |
| B BONGO & DESIGN | | 25 | MICHAEL CARUSO & CO., INC. | 73696818 | 11/23/1987 | 1500609 | 8/16/1988 | | No |
| 607 | | | | | | | | | |
| BONGO | | 9 | MICHAEL CARUSO & CO., INC. | 76140442 | 10/5/2000 | 2575543 | 6/4/2002 | | No |
| 5821 | | | | | | | | | |
| B & DESIGN (STYLIZED) | | 25 | MICHAEL CARUSO & CO., INC. | 76196781 | 1/19/2001 | | | | No |
| 6109 | | | | | | | | | |
| B (Stylized) (with Oval Design) | | 25 | MICHAEL CARUSO & CO., INC. | 76296775 | 8/7/2001 | | | | No |
| 6300 | | | | | | | | | |
| LET ME B. | | 25 | MICHAEL CARUSO & CO., INC. | 76244172 | 4/23/2001 | 2522492 | 12/25/2001 | | No |
| 6279 | | | | | | | | | |

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**AMENDED AND RESTATED GRANT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS AND LICENSES**

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Amended and Restated Grant") made as of this 1st day of July, 2002, by **MICHAEL CARUSO & CO., INC.**, a California corporation, with its principal place of business at 400 Columbus Avenue, Valhalla, NY 10595 (herein the "Company"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, NY 10036 (herein "CIT"). This Amended and Restated Grant shall amend, replace and supersede in its entirety the Grant of Security Interest in Patents, Trademarks and Licenses between the Company and CIT, dated January 23, 2002, as supplemented and amended (the "Prior Grant"). This Amended and Restated Grant is intended to set forth the terms and provisions pursuant to which the Company has granted to CIT a lien upon and security interest in the Intellectual Property Collateral (as defined below). This Amended and Restated Grant shall in no way be construed to, nor shall it affect, modify, diminish or break the continuity of our lien upon and/or security interest granted pursuant to the Prior Grant in all of Intellectual Property Collateral, which security interest is hereby ratified and confirmed by this agreement as provided below.

W I T N E S E T H:

WHEREAS, the Company's affiliates, Candie's, Inc. and Bright Star Footwear LLC as successor in interest to Bright Star Footwear, Inc. (herein "Candie's and Bright Star"), and CIT are parties to certain factoring and/or financing agreements, including but not limited to certain Amended and Restated Notification Factoring Agreements dated as of the date hereof, pursuant to which CIT may make certain loans and advances to such affiliates, all as further set forth therein as the same may be amended, restated or replaced from time to time (herein collectively, the "Agreement"), and the Company has guaranteed the payment thereof to CIT pursuant to an Amended and Restated Guaranty of even date hereof (the "Guaranty"). The Agreement provides for CIT to purchase, at its discretion certain accounts receivable of Candie's and Bright Star and/or make, in its discretion, certain loans, advances and extensions of credit to such affiliates.

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, the Company agrees as follows:

1. **Definitions.** Capitalized terms used herein and defined in the Agreement 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 Agreement and the Guaranty), the Company hereby grants to CIT a security interest, effective immediately, in all of the Company'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, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if any, listed on **Schedule B** 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) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on **Schedule A**, attached hereto and made a part hereof, and any and all reissues and 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 "Patent Collateral");
 - (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on **Schedule C** attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
 - (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral;
 - (v) Any and all of the Company's rights and interests in any of the foregoing as they relate to the Company's Accounts, Inventory, Equipment and General Intangibles (as such terms are defined in the Agreement); or any collateral bearing any of the foregoing, including without limitation the right to sell Inventory, goods and property bearing or covered by any of the foregoing Intellectual Property; and

(vi) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

3. **CIT' 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 the Company 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 the Company 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 annexed hereto) exercisable upon the occurrence of an Event of Default hereunder, is being executed and delivered by the Company to CIT concurrently with this agreement to enable such rights to be carried out. The Company 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 the Company, the Company 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, the Company shall continue to own and use the Intellectual Property Collateral in the operation of its business as it may determine (unless such use is otherwise specifically prohibited hereunder) and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CIT of the rights provided by this agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CIT or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral.

4. **Fees.** The Company will pay all filing fees with respect to 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.** The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever (other than licensing agreements specifically permitted hereunder); that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Company agrees not to take any action inconsistent with the terms and intent hereof, provided that the Company may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely effect CIT' rights and interests hereunder. The Company hereby further agrees to provide notice to CIT of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Company shall take any such additional action as CIT shall reasonably request with respect thereto.
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' rights and remedies hereunder and under the Agreement; 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 the Company or as a court of competent jurisdiction may direct.
7. **Defense of Claims.** The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CIT therein. The Company agrees to reimburse CIT for all costs and expenses incurred by CIT in defending any such action, claim or proceeding.
8. **Rights Cumulative.** This Amended and Restated Grant shall be in addition to the Agreement and shall not be deemed to affect, modify or limit the Agreement or any rights that CIT has under the Agreement. The Company agrees to execute and deliver to CIT (at the Company'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.

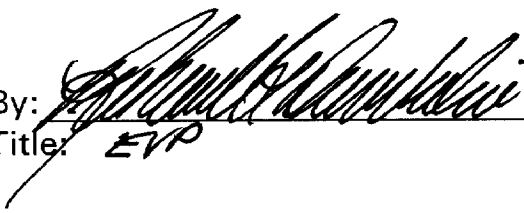
9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.
10. **CHOICE OF LAW.** THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AMENDED AND RESTATED GRANT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AMENDED AND RESTATED GRANT TOGETHER WITH THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CIT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND CIT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER. THE COMPANY AND CIT EACH CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, CITY OF NEW YORK AND STATE OF NEW YORK TO HEAR AND DETERMINE ANY AND ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
11. **Events of Default.** Any of the following constitutes an Event of Default under this agreement:
- (i) The Company fails to perform or observe any agreement, covenant or condition required under this agreement;
 - (ii) Any warranty or representation made by Company, in this Amended and Restated Grant shall be or becomes false or misleading in any material respect; or
 - (iii) The occurrence of any Event of Default under the Agreement which is not waived in writing by CIT.
12. **Notices.** The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CIT written notice in the manner provided in the Agreement of:
- (i) any claim by a third party that the Company has infringed on the rights of a third party;
 - (ii) any suspected infringement by a third party on the rights of the Company; or

(iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

13. **Further Assurances.** The Company will take any such action as CIT may reasonably require to further confirm or protect CIT' rights under this agreement in the Intellectual Property Collateral. In furtherance thereof, the Company 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 the Company's behalf required to effectuate the terms, provisions and conditions of this agreement.
14. **Termination.** This agreement shall terminate upon termination of the Agreement and full, final and indefeasible payment in cash of all Obligations of the Company thereunder. Upon the Company's request, CIT shall within a reasonable time after any such termination execute and deliver to the Company (at the Company'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.

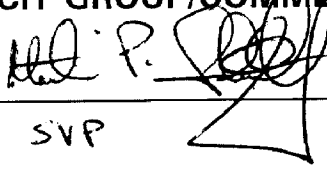
IN WITNESS WHEREOF, the parties hereto have duly executed this Amended and Restated Grant as of the 1st day of July, 2002.

MICHAEL CARUSO & CO., INC.

By: 
Title: EVP

Agreed and Accepted this ^{as of}
1st day of July, 2002

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: 
Title: SVP

IRREVOCABLE POWER OF ATTORNEY

MICHAEL CARUSO & CO., INC., with offices at 400 Columbus Avenue, Valhalla, NY 10595, (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, NY 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 Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses (the "Amended and Restated Grant"), dated as of the date hereof, between the Company and CIT including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company'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 Obligations (as defined in the Agreement) are outstanding.

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 of an Event of Default under the Agreement between CIT and the Company; and

4. CIT shall give the Company 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, the Company has caused this Power of Attorney to be executed as of the 1st day of July, 2002.

MICHAEL CARUSO & CO., INC.

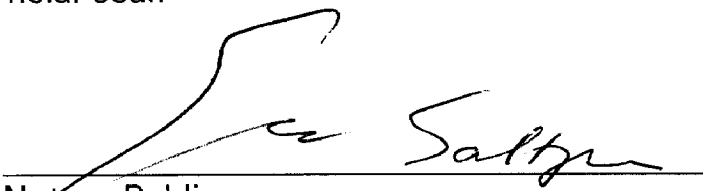
By: 

Title: EVP

STATE OF N.Y.)
COUNTY OF N.Y.)

On August 2, 2002, before me, the undersigned, a notary public in and for said State, personally appeared Richard G. Danderlin known to me to be the Executive Vice President of, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.



Notary Public

ELSA SALTZMAN
Notary Public, State of New York
No. 4967228
Qualified in Nassau County
Certificate filed in New York County
Commission Expires May 29, 20 06

**SCHEDULE A TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

between

MICHAEL CARUSO & CO., INC.

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. PATENTS

| <u>Title</u> | <u>Patent No.</u> | <u>Issue Date</u> |
|--------------|-------------------|-------------------|
| | NONE | |

FOREIGN PATENTS

| <u>Title</u> | <u>Patent No.</u> | <u>Issue Date</u> | <u>Country</u> |
|--------------|-------------------|-------------------|----------------|
| | NONE | | |

56958-2

**SCHEDULE B TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

between

MICHAEL CARUSO & CO., INC.

and

THE CIT GROUP/Commercial Services, INC.

U.S. TRADEMARKS

SEE ATTACHED SCHEDULE ANNEXED HERETO

FOREIGN TRADEMARKS

SEE ATTACHED SCHEDULE ANNEXED HERETO

56958-2

**TRADEMARK
REEL: 002567 FRAME: 0073**

| | | | | | | | | | |
|------------------------------|-----------------------------|----------------------------|--|-----------------------------|------------------------------|----------------------------|------------------------------|------------------|------------------|
| <i>Country:</i> ID 495 | Argentina Mark BONGO | <u>Intl Classes</u> 025 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 1,931,009 | <u>App. Dt</u> 7/27/1989 | <u>Reg. #</u> 1,796,665 | <u>Reg. Dt</u> 6/15/2000 | <u>Allow. Dt</u> | <u>ITU</u> No |
| 597 | BONGO BONGO | 025 | MICHAEL CARUSO & CO., INC. | 1,697,877 | 7/27/1989 | 1,400,823 | 7/31/1992 | | No |
| <i>Country:</i> ID 496 | Aruba Mark BONGO | <u>Intl Classes</u> 25 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 94070614 | <u>App. Dt</u> 7/4/1994 | <u>Reg. #</u> 1684283 | <u>Reg. Dt</u> 8/3/1994 | <u>Allow. Dt</u> | <u>ITU</u> No |
| 4835 | BONGO | 3, 9, 14, 18 | MICHAEL CARUSO & CO., INC. | 990705.13 | 7/5/1999 | 20323 | 1/28/2000 | | No |
| <i>Country:</i> ID 498 | Australia Mark BONGO | <u>Intl Classes</u> 25 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 751023 | <u>App. Dt</u> 12/12/1997 | <u>Reg. #</u> 751023 | <u>Reg. Dt</u> 12/12/1997 | <u>Allow. Dt</u> | <u>ITU</u> No |
| 598 | BONGO BY GENE MONTESANO | 025 | MICHAEL CARUSO & CO., INC. | 648462 | 12/14/1994 | 648,462 | 7/11/1996 | | No |
| <i>Country:</i> ID 497 | Austria Mark BONGO | <u>Intl Classes</u> 025 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> AM 7132/95 | <u>App. Dt</u> 12/15/1995 | <u>Reg. #</u> 165,106 | <u>Reg. Dt</u> 7/11/1996 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 499 | Azerbaijan Mark BONGO | <u>Intl Classes</u> 025 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 97.2766/3 | <u>App. Dt</u> 1/6/1997 | <u>Reg. #</u> 990265 | <u>Reg. Dt</u> 2/23/1999 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 501 | Bahamas Mark BONGO | <u>Intl Classes</u> 025 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 17,564 | <u>App. Dt</u> 7/31/1995 | <u>Reg. #</u> 17,564 | <u>Reg. Dt</u> 7/31/1995 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 500 | Bahrain Mark BONGO | <u>Intl Classes</u> 25 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 1450/95 | <u>App. Dt</u> 10/25/1995 | <u>Reg. #</u> | <u>Reg. Dt</u> 10/25/1995 | <u>Allow. Dt</u> | <u>ITU</u> No |

| | | | | | | | | | |
|----------------|---|----------------------------------|---|---------------------|-----------------------|--------------------|-----------------------|-----------|-----------|
| Country: ID | Barbados Mark BONGO | Intl Classes 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # P.3074 | App. Dt 10/1/1996 | Reg. # 81/10662 | Reg. Dt 1/17/2000 | Allow. Dt | ITU No |
| Country: ID | Belarus Mark BONGO | Intl Classes 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 970013 | App. Dt 1/8/1997 | Reg. # 10052 | Reg. Dt 1/8/1997 | Allow. Dt | ITU No |
| Country: ID | Belize Mark BONGO | Intl Classes 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 6987 | App. Dt 6/9/1994 | Reg. # 6987 | Reg. Dt 7/9/1994 | Allow. Dt | ITU No |
| Country: ID | Benelux Mark BONGO | Intl Classes 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 861,265 | App. Dt 12/13/1995 | Reg. # 584,467 | Reg. Dt 12/13/1995 | Allow. Dt | ITU No |
| Country: ID | Bolivia Mark BONGO | Intl Classes 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # | App. Dt 3/27/1993 | Reg. # C-64183 | Reg. Dt 6/13/1997 | Allow. Dt | ITU No |
| Country: ID | British Virgin Islands Mark BONGO | Intl Classes 3, 9, 14, 18, 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # | App. Dt | Reg. # 3404 | Reg. Dt 12/21/1999 | Allow. Dt | ITU No |
| Country: ID | Brunei Darussalam Mark BONGO | Intl Classes 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 251747 | App. Dt 2/8/1996 | Reg. # 21,718 | Reg. Dt 2/8/1996 | Allow. Dt | ITU No |
| Country: ID | Canada Mark BLOGO | Intl Classes 18 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 1,008,232 | App. Dt 3/10/1999 | Reg. # | Reg. Dt | Allow. Dt | ITU No |

| | | | | | | | | | |
|---------------------------|--|---------------------|---|--------------------------|-----------------------|--------------------------|-----------------------|-----------|-----------|
| <i>Country:</i> ID 510 | China (People's Republic Of) Mark BONGO | Intl Classes 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 94056133 | App. Dt 6/15/1994 | Reg. # 1077106 | Reg. Dt 8/14/1997 | Allow. Dt | ITU No |
| <i>Country:</i> ID 512 | Colombia Mark BONGO | Intl Classes 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 96-060043 | App. Dt 11/14/1996 | Reg. # | Reg. Dt | Allow. Dt | ITU No |
| 583 | BONGO | 025 | MICHAEL CARUSO & CO., INC. | 93 384403 | 4/29/1993 | | | | No |
| <i>Country:</i> ID 513 | Costa Rica Mark BONGO | Intl Classes 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 101,191 | App. Dt 4/19/1993 | Reg. # 99,833 | Reg. Dt 10/23/1997 | Allow. Dt | ITU No |
| <i>Country:</i> ID 514 | Cyprus Mark BONGO | Intl Classes 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 46205 | App. Dt 9/3/1996 | Reg. # 46205 | Reg. Dt 9/3/1996 | Allow. Dt | ITU No |
| <i>Country:</i> ID 515 | Czech Republic Mark BONGO | Intl Classes 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 96,833 | App. Dt 2/1/1995 | Reg. # 190,806 | Reg. Dt 5/21/1996 | Allow. Dt | ITU No |
| <i>Country:</i> ID 516 | Denmark Mark BONGO | Intl Classes 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # VA 03,742 1995 | App. Dt 5/17/1995 | Reg. # VR 04,709 1995 | Reg. Dt 7/14/1995 | Allow. Dt | ITU No |
| <i>Country:</i> ID 517 | Dominican Republic Mark BONGO | Intl Classes 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # | App. Dt 9/28/1993 | Reg. # 59,733 | Reg. Dt 9/28/1993 | Allow. Dt | ITU No |
| 584 | BONGO | 25 | MICHAEL CARUSO & CO., INC. | 44564 | 11/26/1996 | 88,168 | 2/15/1997 | | No |
| <i>Country:</i> ID | Ecuador Mark | Intl Classes | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | Allow. Dt | ITU |

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319 BONGO 25 MICHAEL CARUSO & CO., INC. 37,849 3/18/1995 DNPI1422-94MI 7/13/1994 No

Country: Egypt Mark BONGO Intfl Classes 25 Reg. Owner MICHAEL CARUSO & CO., INC. App. # 99613 App. Dt 1/2/1996 Reg. # 99613 Reg. Dt 1/2/1996 Allow. Dt ITU No

Country: El Salvador Mark BONGO Intfl Classes 025 Reg. Owner MICHAEL CARUSO & CO., INC. App. # 1118-94 App. Dt 3/7/1994 Reg. # 100 BOOK 52 Reg. Dt 4/17/1997 Allow. Dt ITU No

Country: Estonia Mark BONGO Intfl Classes 025 Reg. Owner MICHAEL CARUSO & CO., INC. App. # 9501365 App. Dt 6/26/1995 Reg. # 22284 Reg. Dt 2/7/1997 Allow. Dt ITU No

Country: European Union Mark BONGO Intfl Classes 3, 18, 25 Reg. Owner MICHAEL CARUSO & CO., INC. App. # 26310 App. Dt 4/1/1996 Reg. # 26310 Reg. Dt 7/12/1999 Allow. Dt ITU No

603 DESIGN (PAIR OF DRUMS) 009, 018, 025 Reg. Owner MICHAEL CARUSO & CO., INC. App. # 26,369 App. Dt 4/1/1996 Reg. # 26,369 Reg. Dt 2/4/1998 Allow. Dt ITU No

Country: Georgia Mark BONGO Intfl Classes 025 Reg. Owner MICHAEL CARUSO & CO., INC. App. # 011596/03 App. Dt 1/8/1997 Reg. # 8171 Reg. Dt 1/29/1998 Allow. Dt ITU No

Country: Germany Mark BONGO Intfl Classes 025 Reg. Owner MICHAEL CARUSO & CO., INC. App. # C 46 879/25 WZ App. Dt 5/13/1994 Reg. # 2,095,060 Reg. Dt 4/20/1995 Allow. Dt ITU No

Country: Greece Mark BONGO Intfl Classes 025 Reg. Owner MICHAEL CARUSO & CO., INC. App. # 123,897 App. Dt 4/12/1995 Reg. # 123,897 Reg. Dt 12/7/1997 Allow. Dt ITU No

Country: Guatemala Mark Intfl Classes Reg. Owner App. # App. Dt Reg. # Reg. Dt Allow. Dt ITU No

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|-----------------|------------------|---------------------|----------------------------|---------------|----------------|---------------|----------------|---------------|
| 527 | BONGO | 25 | MICHAEL CARUSO & CO., INC. | N-10011-7 | 1/12/1997 | 00959Z | 3/17/1999 | No |
| 585 | BONGO | 25 | MICHAEL CARUSO & CO., INC. | | | 58527/396/128 | 8/25/1989 | No |
| Country: | Guyana | | | | | | | |
| Mark ID | BONGO | Intl Classes | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | ITU No |
| 528 | BONGO | 025 | MICHAEL CARUSO & CO., INC. | 15873C | 3/14/1997 | | | |
| Country: | Haiti | | | | | | | |
| Mark ID | BONGO | Intl Classes | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | ITU No |
| 529 | BONGO | 025 | MICHAEL CARUSO & CO., INC. | R00774 | 7/10/1996 | 240/T10 | 8/1/1997 | |
| Country: | Hong Kong | | | | | | | |
| Mark ID | BONGO | Intl Classes | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | ITU No |
| 530 | BONGO | 025 | MICHAEL CARUSO & CO., INC. | 4522/94 | 4/25/1994 | 7819/95 | 4/25/1994 | |
| Country: | Iceland | | | | | | | |
| Mark ID | BONGO | Intl Classes | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | ITU No |
| 531 | BONGO | 025 | MICHAEL CARUSO & CO., INC. | 550/1996 | 5/3/1996 | 1047/1996 | 9/26/1996 | |
| Country: | India | | | | | | | |
| Mark ID | BONGO | Intl Classes | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | ITU No |
| 532 | BONGO | 25 | MICHAEL CARUSO & CO., INC. | 724163 | 5/8/1996 | | | |
| Country: | Indonesia | | | | | | | |
| Mark ID | BONGO | Intl Classes | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | ITU No |
| 533 | BONGO | 25 | MICHAEL CARUSO & CO., INC. | D95 14419 | 8/14/1995 | 360018 | 5/30/1996 | |
| 609 | BONGO AND DESIGN | 25 | MICHAEL CARUSO & CO., INC. | 196597 | 7/30/1985 | 357,602 | 4/9/1996 | No |
| 5295 | BONGO | 18 | MICHAEL CARUSO & CO., INC. | 196597 | 7/30/1985 | 357,601 | 4/9/1996 | No |
| Country: | Israel | | | | | | | |
| Mark ID | BONGO | Intl Classes | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | ITU No |
| | | | | | | | | |

534 BONGO 025 MICHAEL CARUSO & CO., INC. 91380 2/24/1994 91380 12/31/1995 No

Country: Italy
ID Mark BONGO
535 Intl Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # M193C 003357
App. Dt 5/6/1993
Reg. # 669,321
Reg. Dt 2/6/1996
Allow. Dt
ITU No

Country: Jamaica
ID Mark BONGO
536 Intl Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 25/1736
App. Dt 7/2/1996
Reg. # 30,138
Reg. Dt 7/2/1996
Allow. Dt
ITU No

Country: Japan
ID Mark BONGO WITH KATAKANA
610 Intl Classes 25
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 61827/95
App. Dt 6/22/1995
Reg. # 4082591
Reg. Dt 11/14/1997
Allow. Dt
ITU No

5412 BONGO 18
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 2000-27279
App. Dt 3/21/2000
Reg. # 4463484
Reg. Dt 3/30/2001
Allow. Dt
ITU No

Country: Kazakhstan
ID Mark BONGO
538 Intl Classes 25
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 9461
App. Dt 1/5/1997
Reg. # 9785
Reg. Dt 11/30/1999
Allow. Dt
ITU No

Country: Kuwait
ID Mark BONGO
540 Intl Classes 25
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 31,958
App. Dt 9/27/1995
Reg. # 28778
Reg. Dt 9/27/1995
Allow. Dt
ITU No

587 BONGO 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 35834
App. Dt 2/24/1997
Reg. # 33607
Reg. Dt 2/24/1997
Allow. Dt
ITU No

Country: Latvia
ID Mark BONGO
541 Intl Classes 25
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # M-95-1048
App. Dt 6/27/1995
Reg. # M 38174
Reg. Dt 8/20/1997
Allow. Dt
ITU No

Country: Lebanon
ID Mark BONGO
542 Intl Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 806/402,503
App. Dt 10/4/1995
Reg. #
Reg. Dt
Allow. Dt
ITU No

| | | | | | | | | | |
|---------------------------|---------------------------------------|----------------------------|---|--------------------|-----------------------|-------------------|----------------------|------------------|------------------|
| <i>Country:</i> ID 543 | Lithuania Mark BONGO | <u>Intl Classes</u> 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 95-1777 | App. Dt 6/27/1995 | Reg. # 27787 | Reg. Dt 5/15/1998 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 545 | Macao Mark BONGO | <u>Intl Classes</u> 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 15359 | App. Dt 10/24/1995 | Reg. # 15359 | Reg. Dt 6/6/1997 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 544 | Malaysia Mark BONGO | <u>Intl Classes</u> 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 94/10317 | App. Dt 11/9/1994 | Reg. # | Reg. Dt | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 546 | Mexico Mark BONGO | <u>Intl Classes</u> 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 112,947 | App. Dt 5/15/1991 | Reg. # | Reg. Dt | <u>Allow. Dt</u> | <u>ITU</u> No |
| 588 | BONGO | 25 | MICHAEL CARUSO & CO., INC. | 280551 | 11/22/1996 | 538,047 | 11/28/1996 | | No |
| 4738 | BONGO | 18 | MICHAEL CARUSO & CO., INC. | 376237 | 5/21/1999 | 613168 | 5/21/1999 | | No |
| <i>Country:</i> ID 547 | Morocco Mark BONGO | <u>Intl Classes</u> 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # | App. Dt 9/22/1995 | Reg. # 57,542 | Reg. Dt 9/22/1995 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 548 | Netherlands Antilles Mark BONGO | <u>Intl Classes</u> 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # | App. Dt 7/26/1994 | Reg. # 18,033 | Reg. Dt 10/3/1994 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 550 | New Zealand Mark BONGO | <u>Intl Classes</u> 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # | App. Dt 12/4/1989 | Reg. # 198,053 | Reg. Dt 12/4/1989 | <u>Allow. Dt</u> | <u>ITU</u> No |
| 590 | BONGO | 025 | MICHAEL CARUSO & CO., INC. | 174,394 | | | 8/26/1987 | | No |

| Country: | Mark ID | Mark | Country: | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | Allow. Dt | ITU No |
|-----------|---------|-------|----------------------------|------------|------------|-------------|------------|---------|-----------|--------|
| Nicaragua | 549 | BONGO | MICHAEL CARUSO & CO., INC. | 4956 | 5/28/1993 | 32,491 C.C. | 11/18/1996 | | | No |
| | 589 | BONGO | MICHAEL CARUSO & CO., INC. | 96-04176 | 11/27/1996 | 34,478 C.C. | 6/10/1997 | | | No |

| Country: | Mark ID | Mark | Country: | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | Allow. Dt | ITU No |
|----------|---------|-------|----------------------------|------------|-----------|---------|--------|---------|-----------|--------|
| Oman | 551 | BONGO | MICHAEL CARUSO & CO., INC. | 12,918 | 1/27/1996 | | | | | |

| Country: | Mark ID | Mark | Country: | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | Allow. Dt | ITU No |
|----------|---------|-------------------------|----------------------------|------------|-----------|---------|-----------|-----------|-----------|--------|
| Panama | 552 | BONGO | MICHAEL CARUSO & CO., INC. | 090086 | 9/19/1997 | 053,293 | 5/29/1991 | | | No |
| | 553 | BONGO | MICHAEL CARUSO & CO., INC. | 090087 | 9/19/1997 | | | | | No |
| | 554 | BONGO | MICHAEL CARUSO & CO., INC. | 090088 | 9/19/1997 | | | | | No |
| | 555 | BONGO | MICHAEL CARUSO & CO., INC. | 090089 | 9/19/1997 | | | 9/19/1997 | | No |
| | 556 | BONGO | MICHAEL CARUSO & CO., INC. | 090092 | 9/19/1997 | | | | | No |
| | 591 | BONGO | MICHAEL CARUSO & CO., INC. | 070,212 | 3/17/1994 | 70212 | 3/17/1994 | | | No |
| | 599 | BONGO BY GENE MONTESANO | MICHAEL CARUSO & CO., INC. | 090091 | 9/19/1997 | 090091 | 9/19/1997 | | | No |

| Country: | Mark ID | Mark | Country: | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | Allow. Dt | ITU No |
|----------|---------|-------|----------------------------|------------|-----------|---------|-----------|---------|-----------|--------|
| Paraguay | 558 | BONGO | MICHAEL CARUSO & CO., INC. | 94/4105 | 3/15/1994 | 176,662 | 5/10/1995 | | | |

| Country: | Mark ID | Mark | Country: | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | Allow. Dt | ITU No |
|----------|---------|-------|----------------------------|------------|-----------|---------|------------|---------|-----------|--------|
| Peru | 559 | BONGO | MICHAEL CARUSO & CO., INC. | 247,389 | 7/22/1994 | 022162 | 11/14/1995 | | | |

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|---------------------------|-------------------------------------|----------------------------|---|-----------------------|-----------------------|-------------------|-----------------------|------------------|------------------|
| <i>Country:</i> ID 560 | Poland Mark BONGO | <u>Intl Classes</u> 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # Z 140,785 | App. Dt 11/30/1994 | Reg. # 96,131 | Reg. Dt 6/11/1997 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 561 | Portugal Mark BONGO | <u>Intl Classes</u> 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 311402 | App. Dt 7/13/1995 | Reg. # 311,402 | Reg. Dt 5/23/1997 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 562 | Qatar Mark BONGO | <u>Intl Classes</u> 25 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 14507 | App. Dt 1/22/1996 | Reg. # | Reg. Dt | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 563 | Russian Federation Mark BONGO | <u>Intl Classes</u> 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 95700548 | App. Dt 1/17/1995 | Reg. # 140,061 | Reg. Dt 3/29/1996 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 564 | Saudi Arabia Mark BONGO | <u>Intl Classes</u> 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 28236 | App. Dt 2/4/1995 | Reg. # 366/50 | Reg. Dt 2/4/1995 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 565 | Singapore Mark BONGO | <u>Intl Classes</u> 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 355794 | App. Dt 5/5/1994 | Reg. # 355794 | Reg. Dt 5/5/1994 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 566 | Slovak Republic Mark BONGO | <u>Intl Classes</u> 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # POZ-2647-95 | App. Dt 9/20/1995 | Reg. # 182609 | Reg. Dt 10/15/1998 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 539 | South Korea Mark BONGO | <u>Intl Classes</u> 025 | Reg. Owner MICHAEL CARUSO & CO., INC. | App. # 94-27215 | App. Dt 7/8/1994 | Reg. # 322,902 | Reg. Dt 9/25/1995 | <u>Allow. Dt</u> | <u>ITU</u> No |
| 586 | BONGO | 025 | MICHAEL CARUSO & CO., INC. | 96-52593 | 11/26/1996 | 394513 | 2/5/1998 | | No |

| | | | | | | | | | |
|---------------------------|---|----------------------------|--|------------------------------|------------------------------|--------------------------|------------------------------|------------------|------------------|
| <i>Country:</i> ID 567 | Spain Mark BONGO | <u>Intl Classes</u> 25 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 335,254 | <u>App. Dt</u> 6/12/1958 | <u>Reg. #</u> 335,254 | <u>Reg. Dt</u> 2/18/1959 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 568 | Suriname Mark BONGO | <u>Intl Classes</u> 25 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 15846 | <u>App. Dt</u> 10/17/1997 | <u>Reg. #</u> 15846 | <u>Reg. Dt</u> 10/17/1997 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 569 | Sweden Mark BONGO | <u>Intl Classes</u> 025 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 95-05805 | <u>App. Dt</u> 5/15/1995 | <u>Reg. #</u> 309,778 | <u>Reg. Dt</u> 3/8/1996 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 570 | Switzerland Mark BONGO | <u>Intl Classes</u> 025 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 8498/1995.9 | <u>App. Dt</u> 6/27/1995 | <u>Reg. #</u> 43 1119 | <u>Reg. Dt</u> 6/27/1995 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 571 | Taiwan Mark BONGO | <u>Intl Classes</u> 25 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 85060291 | <u>App. Dt</u> 11/27/1996 | <u>Reg. #</u> 859973 | <u>Reg. Dt</u> 7/16/1999 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 571 | Tangier Zone Mark BONGO | <u>Intl Classes</u> 25 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 10,633 | <u>App. Dt</u> 9/15/1995 | <u>Reg. #</u> 10,633 | <u>Reg. Dt</u> 9/15/1995 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 572 | Trinidad And Tobago Mark BONGO | <u>Intl Classes</u> 25 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 22914 | <u>App. Dt</u> 7/19/1994 | <u>Reg. #</u> 22914 | <u>Reg. Dt</u> 7/5/1995 | <u>Allow. Dt</u> | <u>ITU</u> No |
| <i>Country:</i> ID 573 | Turks And Caicos Islands Mark BONGO | <u>Intl Classes</u> 25 | <u>Reg. Owner</u> MICHAEL CARUSO & CO., INC. | <u>App. #</u> 11,319 | <u>App. Dt</u> 6/20/1996 | <u>Reg. #</u> | <u>Reg. Dt</u> | <u>Allow. Dt</u> | <u>ITU</u> No |

| Country: | Mark | Intl Classes | Reg. Owner | App. # | App. Dt | Reg. # | Reg. Dt | Allow. Dt | ITU |
|---|-------|--------------|----------------------------|------------|-------------|------------|------------|-----------|-----|
| ID | | | | | | | | | No |
| Ukraine | BONGO | 25 | MICHAEL CARUSO & CO., INC. | 94124262/T | 12/13/1994 | 12790 | 7/19/1999 | | No |
| 576 | | | | | | | | | |
| United Arab Emirates | BONGO | 25 | MICHAEL CARUSO & CO., INC. | 17,684 | 8/7/1996 | 17,247 | 7/30/1998 | | No |
| 574 | | | | | | | | | |
| United Kingdom | BONGO | 025 | MICHAEL CARUSO & CO., INC. | 1,573,687 | 5/31/1994 | 1,573,687 | 5/31/1994 | | No |
| 575 | | | | | | | | | |
| B BONGO | | 025 | MICHAEL CARUSO & CO., INC. | 1353303 | 7/29/1988 | B1,353,303 | 7/29/1988 | | No |
| 602 | | | | | | | | | |
| United States | BONGO | 18 | MICHAEL CARUSO & CO., INC. | 75217000 | 12/23/1996 | 2204391 ✓ | 11/17/1998 | | Yes |
| 579 | | | | | | | | | |
| BONGO | | 18 | MICHAEL CARUSO & CO., INC. | 74684172 | 6/5/1995 | 1960546 ✓ | 3/5/1996 | | No |
| 592 | | | | | | | | | |
| BONGO | | 25 | MICHAEL CARUSO & CO., INC. | 73488887 | 7/9/1984 | 1331004 ✓ | 4/16/1985 | | No |
| 594 | | | | | | | | | |
| BONGO | | 25 | MICHAEL CARUSO & CO., INC. | 74507927 | 4/1/1994 | 1974123 ✓ | 5/14/1996 | | No |
| 596 | | | | | | | | | |
| BONGO AN AMERICAN CLASSIC | | 25 | MICHAEL CARUSO & CO., INC. | 75389219 | 11/13/1997 | 2225525 ✓ | 2/23/1999 | | No |
| 605 | | | | | | | | | |
| BONGO BLUE JEANS ALWAYS AMERICA'S FAVORITES | | 25 | MICHAEL CARUSO & CO., INC. | 75389220 | 11/13/1997 | 2224026 ✓ | 2/16/1999 | | No |
| 606 | | | | | | | | | |
| B BONGO & DESIGN | | 25 | MICHAEL CARUSO & CO., INC. | 73696818 | 11/23/1987 | 1500609 ✓ | 8/16/1988 | | No |
| 607 | | | | | | | | | |
| BONGO | | 9 | MICHAEL CARUSO & CO., INC. | 76140442 | 10/5/2000 | 2575543 ✓ | 6/4/2002 | | No |
| 5821 | | | | | | | | | |
| B & DESIGN (STYLIZED) | | 25 | MICHAEL CARUSO & CO., INC. | 76196781 | 1/19/2001 ✓ | | | | No |
| 6109 | | | | | | | | | |
| B (Stylized) (with Oval Design) | | 25 | MICHAEL CARUSO & CO., INC. | 76296775 | 8/7/2001 ✓ | | | | No |
| 6300 | | | | | | | | | |
| LET ME B. | | 25 | MICHAEL CARUSO & CO., INC. | 76244172 | 4/23/2001 ✓ | 2522492 ✓ | 12/25/2001 | | No |
| 6279 | | | | | | | | | |

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| | | | | | | | | | |
|-----------------|---------|-------------|-------|---------------------|-----|-------------------|-------------------------------|------------------|-----------|
| Country: | Uruguay | | | | | | | | |
| ID | 577 | Mark | BONGO | Intl Classes | 025 | Reg. Owner | MICHAEL CARUSO & CO., INC. | App. # | 271,422 |
| | | | | | | | | App. Dt | 7/19/1994 |
| | | | | | | | | Reg. # | 271,422 |
| | | | | | | | | Reg. Dt | 3/21/1996 |
| | | | | | | | | Allow. Dt | |
| | | | | | | | | ITU No | |

| | | | | | | | | | |
|-----------------|-----------|-------------|-------|---------------------|----|-------------------|-------------------------------|------------------|-----------|
| Country: | Venezuela | | | | | | | | |
| ID | 581 | Mark | BONGO | Intl Classes | 25 | Reg. Owner | MICHAEL CARUSO & CO., INC. | App. # | 8,307-93 |
| | | | | | | | | App. Dt | 5/12/1993 |
| | | | | | | | | Reg. # | P-178445 |
| | | | | | | | | Reg. Dt | 7/10/1995 |
| | | | | | | | | Allow. Dt | |
| | | | | | | | | ITU No | |

| | | | | | | | | | |
|-----------------|---------|-------------|-------|---------------------|-----|-------------------|-------------------------------|------------------|------------|
| Country: | Vietnam | | | | | | | | |
| ID | 582 | Mark | BONGO | Intl Classes | 025 | Reg. Owner | MICHAEL CARUSO & CO., INC. | App. # | NH2012/96 |
| | | | | | | | | App. Dt | 11/15/1996 |
| | | | | | | | | Reg. # | 26296 |
| | | | | | | | | Reg. Dt | 11/15/1996 |
| | | | | | | | | Allow. Dt | |
| | | | | | | | | ITU No | |

**SCHEDULE C TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

between

MICHAEL CARUSO & CO., INC.

and

THE CIT GROUP/Commercial Services, INC.

U.S. LICENSES

SEE ATTACHED SCHEDULE ANNEXED HERETO

FOREIGN LICENSES

SEE ATTACHED SCHEDULE ANNEXED HERETO

56958-2

Candie's Apparel License Term Sheet between Candie's, Inc. and Gadzooks, Inc., effective October 1, 2001.

License Agreement between Michael Caruso & Co., Inc. and Innovo, Inc., March 26, 2001

License Agreement between Candie's, Inc. and K&K Creative Marketing Associates, effective November 1, 2001

Fragrance and Beauty Products License Agreement between Candie's, Inc. and Liz Claiborne Cosmetics, Inc., July 15, 1998

License Agreement between Michael Caruso & Co., Inc. and Mayime Brothers, Inc., January 1, 2001

License Agreement between Candie's, Inc. and Motorola, Inc., July 20, 2001

License Agreement between Candie's, Inc. and Skagen Designs, Ltd., October 30, 2000

License Agreement among Candie's, Inc., Michael Caruso & Co., Inc. and Trebbiano L.L.C., March 2000, amended, April 2001

License Agreement between Michael Caruso & Co., Inc. and Unzipped Apparel LLC, October 7, 1998

Agreement between Candie's, Inc. and Viva Optique, Inc., November 13, 1998