

02-10-2003

Form PTO-1594  
(Rev. 10/02)  
OMB No. 0651-0027 (exp. 6/30/2005)



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

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

2603

1. Name of conveying party(ies):

HANOVER DIRECT, INC.

- Individual(s)
- General Partnership
- Corporation-State Delaware
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 12/27/2002

2. Name and address of receiving party(ies)

Name: CONGRESS FINANCIAL CORPORATION

Internal

Address: \_\_\_\_\_

Street Address: 1133 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Delaware
- Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s) \_\_\_\_\_

SEE ATTACHED EXHIBIT A

B. Trademark Registration No.(s) \_\_\_\_\_

SEE ATTACHED EXHIBIT A

Additional number(s) attached  Yes  No

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

Name: Helen M Linehan

Internal Address: \_\_\_\_\_

Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: \_\_\_\_\_

**12**

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: \_\_\_\_\_

**DO NOT USE THIS SPACE**

9. Signature.

Helen M. Linehan

Name of Person Signing

Signature

Date

**32**

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

02/10/2003 JJALLAH2 00000013 75758062

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

01 FC:8521  
02 FC:8522

40.00 OP  
275.00 OP

**TRADEMARK**  
**REEL: 2606 FRAME: 0677**

Continuation of:

1. Name of conveying party (ies):

Scandia Down LLC - a limited liability company - Delaware

EXHIBIT A  
TO  
TRADEMARK RECORDATION COVER SHEET

TRADEMARK APPLICATION NUMBER

75/758,062

75/897,132

TRADEMARK REGISTRATION NUMBER

2,550,559

1,269,223

1,267,157

1,250,410

1,752,601

1,276,167

1,016,939

1,725,746

1,299,551

2,458,352

**FOURTH AMENDMENT  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

FOURTH AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment") made as of the 27<sup>th</sup> day of December, 2002, is by and among HANOVER DIRECT, INC., a Delaware corporation ("Existing Debtor"), SCANDIA DOWN, LLC, a Delaware limited liability company ("Scandia"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"). Existing Debtor, together with Scandia, shall hereinafter be referred to individually as a "Debtor" and collectively as "Debtors." Unless otherwise defined herein, all capitalized terms used herein but not defined herein shall have the meanings given to such terms in the Trademark Security Agreement.

**W I T N E S S E T H:**

WHEREAS, Existing Debtor, certain affiliated companies of Existing Debtor and Secured Party entered into the Trademark Collateral Assignment and Security Agreement, dated November 14, 1995, as amended by First Amendment to Trademark Collateral Assignment, dated as of February 22, 1996, Second Amendment to Trademark Collateral Assignment and Security Agreement, dated as of September 30, 1998, and Third Amendment to Trademark Collateral Assignment and Security Agreement, dated as of February 28, 2000 (the "Trademark Security Agreement"), pursuant to which Existing Debtor and such affiliated companies granted to Secured Party a security interest in and to the Collateral;

WHEREAS, Debtors, certain affiliates of Debtors and Secured Party have entered into the Fourteenth Amendment to Loan and Security Agreement, dated as of February 28, 2000 (the "Fourteenth Amendment to Loan Agreement"), pursuant to which, among other things, Scandia was added as a "Guarantor" under, and became a party to, the Financing Agreements;

WHEREAS, Scandia has together with certain of its affiliated companies executed and delivered a Guarantee and Waiver, dated as of February 28, 2000, in favor of Lender (the "Additional Guarantee");

WHEREAS, Secured Party, Debtors and certain affiliates of Debtors are contemporaneously herewith entering into the Twenty-Third Amendment to Loan and Security Agreement, dated as of the date hereof (the "Twenty-Third Amendment to Loan Agreement"), pursuant to which, among other things, Secured Party has agreed to consent to the certain transactions as set forth therein in connection with the corporate reorganization of Debtors and certain affiliated companies of Debtors; and

WHEREAS, in order to induce Secured Party to enter into the Twenty-Third Amendment to Loan Agreement and to continue to make loans and advances and provide other financial

accommodations to Debtors and their affiliates pursuant to the Loan Agreement and the other Financing Agreements, Debtors have agreed to enter into this Amendment;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors hereby agree as follows:

1. Grant of Security Interest; Collateral Assignment.

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations, Scandia hereby grants to Secured Party a continuing security interest in and a general lien upon, and hereby assigns and transfers to Secured Party: (a) all of Scandia's now existing or hereafter acquired right, title, and interest in and to: (i) all of Scandia's trademarks, trade names, trade styles and service marks; (ii) all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (iii) all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries; and (iv) all similar marks or reissues, extensions and renewals thereof, including, without limitation, those trademarks, terms, designs and applications of Scandia set forth on Exhibit A annexed hereto and made a part hereof (the "Scandia Amendment Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, all rights to income, royalties, damages, any claims by Scandia against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Fourth Amendment Additional Collateral").

2. Acknowledgment of Security Interest. Debtors hereby acknowledge, confirm and agree that the security interest and lien heretofore granted by Debtors or any of their affiliates in favor of Secured Party pursuant to the Trademark Security Agreement in any of the Fourth Amendment Additional Collateral shall continue and Secured Party shall have valid and perfected security interests, liens and rights in and to the Fourth Amendment Additional Collateral and all other Collateral.

3. Amendments to Definitions; Exhibits.

(a) The following definitions in the Trademark Security Agreement are hereby amended as follows:

(i) The definition of "Collateral" is hereby amended to include, in addition and not by way of limitation, the Fourth Amendment Additional Collateral.

(ii) The definition of "Debtor" and "Debtors" is hereby amended to include, in addition and not by way of limitation, Scandia and its successors and assigns.

(iii) The definition of "Guarantees" is hereby amended to include, in addition and not by way of limitation, the Additional Guarantee.

(iv) The definition of "Obligations" is hereby amended to include, in addition and not by way of limitation, the Obligations of Scandia pursuant to the Additional Guarantee and its Obligations under the Loan Agreement, as amended by the Twenty-Third Amendment to Loan Agreement.

(v) The definition of "Trademarks" is hereby amended to include, in addition and not by way of limitation, the Scandia Amendment Trademarks.

(b) Exhibits A and B to the Trademark Security Agreement are hereby amended to include the information on Exhibits A and B hereto.

4. Special Power of Attorney. Scandia shall, concurrently with the execution and delivery of this Amendment, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C to the Trademark Security Agreement.

5. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Trademark Security Agreement, the term or provision of this Amendment, shall control.

6. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each Debtor and Secured Party have executed this Amendment as of the day and year first above written.

HANOVER DIRECT, INC.  
By: [Signature]  
Title: Vice President

SCANDIA/DOWN, LLC  
By: [Signature]  
Title: Vice President

CONGRESS FINANCIAL CORPORATION  
By: [Signature]  
Title: AVP





STATE OF NEW YORK            )  
  ) ss.:  
COUNTY OF NEW YORK        )

On this 27 day of December, 2002, before me personally came ERIC STOZ  
to me known, who, being duly sworn, did depose and say, that he is the Asst. V.P.  
of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed  
the foregoing instrument; and that he signed his name thereto by order of the Board of Directors  
of said corporation.

Maria Camacho  
Notary Public

MARIA CAMACHO  
NOTARY PUBLIC, State of New York  
No.: 01CA5086952  
Qualified in Queens County  
Certificate Filed in New York County  
Commission Expires October 27, 2001

**EXHIBIT A  
TO FOURTH AMENDMENT TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF HANOVER DIRECT, INC.

REGISTERED TRADEMARKS AND SERVICE MARKS OF HANOVER DIRECT, INC.

<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>AFFIDAVIT/ RENEWAL DATE</u>
KEYSTONE INTERNET SERVICES	US	35, 38, 42	2,550,559	March 19, 2002	3/19/08
DOMESTICATIONS	CANADA	16, 35	443806	6/16/95	6/16/10
DOMESTICATIONS	GERMANY	16, 24	2071308	7/14/94	6/21/12
KITCHEN & HOME & Device	GERMANY	16, 35, 38, 39	39839513	11/23/99	7/15/08
SILHOUETTES	GERMANY	16, 35, 38, 39	39839053	11/5/99	7/13/08
DOMESTICATIONS	BENELUX	16, 35, 39	514315	6/16/92	6/16/12
DOMESTICATIONS	BENELUX	24	522639	11/24/92	11/24/12
COLONIAL GARDEN KITCHENS	CANADA	42	541,579	02/27/01	2/27/16
DOMESTICATIONS	DENMARK	16, 24	9403/1992	10/9/92	10/9/12
INTERNATIONAL MALE	EUROPEAN COMMUNITY	25, 39	136184	1/7/00	4/1/06
DOMESTICATIONS	FRANCE	16, 24	429886-92	8/6/92	8/3/12
DOMESTICATIONS	GREECE	16, 24	111989	12/17/92	12/17/12
DOMESTICATIONS	ITALY	16	639065	12/21/94	6/25/12
DOMESTICATIONS	ITALY	24	645054	3/7/95	12/15/12
KITCHEN & HOME & Device	JAPAN	16, 35, 38, 39	4425764	10/20/00	10/20/10
DOMESTICATIONS	NEW ZEALAND	24	220587	10/28/96	6/17/13
DOMESTICATIONS	NEW ZEALAND	42	220588	10/28/96	8/13/13
DOMESTICATIONS	SPAIN	16	1710984	4/5/93	7/3/12
DOMESTICATIONS	SPAIN	24	1734555	4/20/94	12/8/12
DOMESTICATIONS	SWEDEN	16, 24	245119	12/30/92	12/30/12
SCANDIA	TAIWAN	24	848242	4/16/99	4/16/09
THE COMPANY STORE & Device	FRANCE	16, 20, 24, 25, 35, 38, 39, 42	745942-98	8/12/98	8/12/08
THE COMPANY STORE & Device	NEW ZEALAND	35	605580	11/9/00	12/22/06
THE COMPANY STORE & Device	NEW ZEALAND	24	605579	11/9/00	12/22/06
SOFTESSENCE	MEXICO	24	586469	8/31/98	5/4/08
SOFTESSENCE	MEXICO	25	586470	8/31/98	5/4/08

KITCHEN & HOME & Design	UNITED KINGDOM	39	2170316	6/23/98	6/23/08
SILHOUETTES	UNITED KINGDOM	35, 38, 39	2170601	6/26/98	6/26/08
DOMESTICATIONS	AUSTRALIA	42	584345	8/13/92	8/13/09
DOMESTICATIONS	AUSTRALIA	24	584347	8/13/92	8/13/09
NIGHT 'N DAY INTIMATES	CANADA	25, 35	427557	5/20/94	5/20/09
DOMESTICATIONS	DENMARK	24	0975/1993	1/29/93	1/29/03
DOMESTICATIONS	FINLAND	16, 24	127819	9/6/93	9/6/03
DOMESTICATIONS	FINLAND	24	129271	11/22/93	11/22/03
DOMESTICATIONS	HONG KONG	42	2375/95	8/14/92	8/14/13
DOMESTICATIONS	HONG KONG	24	4852/94	6/17/92	6/17/13
DOMESTICATIONS	IRELAND	16	149825	6/24/92	6/24/09
DOMESTICATIONS	IRELAND	24	151995	6/24/92	6/17/09
DOMESTICATIONS	MALAYSIA	16	93/03302	5/13/93	5/13/10
DOMESTICATIONS	NORWAY	16, 24	160420	12/2/93	12/2/03
DOMESTICATIONS	SINGAPORE	42	B3150/93	4/24/93	4/23/03
DOMESTICATIONS	SINGAPORE	24	T93/03151H	4/24/93	4/23/03
DOMESTICATIONS	SOUTH AFRICA	42	93/2447	3/29/93	3/29/03
DOMESTICATIONS	SOUTH AFRICA	24	93/2446	3/29/93	3/29/03
DOMESTICATIONS	SWITZERLAND	16, 24	402786	6/18/92	6/18/12
DOMESTICATIONS	UNITED KINGDOM	16, 39	B1469018	4/12/93	6/28/08
DOMESTICATIONS	UNITED KINGDOM	8, 11, 20, 21, 24, 27	B1503813	9/23/94	6/18/09

TRADEMARK AND SERVICE MARK APPLICATIONS OF HANOVER DIRECT, INC.

<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>SERIAL. NO.</u>	<u>MAILING OR FILING DATE</u>
ENCORE	US	35	75/758,062	July 22, 1999
TWEEDS	CANADA	25, 35	896237	11/12/98
THE COMPANY STORE & Device	GERMANY	16, 20, 24, 25, 35, 38, 39	39839052.5/35	7/21/98
DOMESTICATIONS	MALAYSIA	24	MA3301/93	5/13/93

TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF SCANDIA DOWN, LLC

REGISTERED TRADEMARKS AND SERVICE MARKS OF SCANDIA DOWN, LLC

<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>AFFIDAVIT/ RENEWAL DATE</u>
ASCENSIA	US	24	1,269,223	March 6, 1984	3/6/04
ETHERIA	US	24	1,267,157	February 14, 1984	2/14/04
Miscellaneous Design (Goose Logo)	US	24	1,250,410	September 6, 1983	9/6/03
Miscellaneous Design (Goose Logo)	US	20, 24	1,752,601	February 16, 1993	2/16/03
QUINTESSA	US	24	1,276,167	May 1, 1984	5/1/04
SCANDIA DOWN	US	24	1,016,939	July 29, 1975	7/29/05
SCANDIA DOWN	US	20, 24	1,725,746	October 20, 1992	10/20/12
SCANDIA DOWN SHOPS and Design (Goose Logo)	US	20, 24	1,299,551	October 9, 1984	10/9/04
*TURIYA	US	20, 24, 27	2,458,352	June 5, 2001	6/5/07
SCANDIA DOWN SHOPS & GOOSE Device	ARGENTINA	20	1,856,017	12/26/01	12/26/11
SCANDIA DOWN SHOPS & GOOSE Device	ARGENTINA	24	1,856,018	12/26/01	12/26/11
SCANDIA DOWN SHOPS & GOOSE Device	ARGENTINA	35	1,856,019	12/26/01	12/26/11
SCANDIA DOWN SHOPS & GOOSE Device	AUSTRIA	20, 24	124985	4/20/89	4/20/09
SCANDIA DOWN SHOPS & GOOSE Device	BENELUX	20, 24	455572	12/20/88	12/20/08
SCANDIA DOWN SHOPS & GOOSE Device	DENMARK	20, 24	5003/1990	7/27/90	7/27/10
SCANDIA DOWN SHOPS & GOOSE Device	FRANCE	20, 24	1510002	1/20/89	1/20/09
SCANDIA DOWN SHOPS & GOOSE Device	GERMANY	20, 22, 24	1149618	11/13/89	3/28/09
SCANDIA DOWN SHOPS & GOOSE Device	GREECE	20, 24	92413	11/19/91	2/9/09
SCANDIA DOWN SHOPS & GOOSE Device	ITALY	20, 24	553317	11/15/91	2/2/09
SCANDIA	JAPAN	24	1516132-2	5/25/82	5/25/12
SCANDIA	JAPAN	24, 35	4541442	2/1/02	2/1/12
SCANDIA DOWN SHOPS & GOOSE Device	JAPAN	24	2513150	3/31/93	3/31/03
SCANDIA DOWN SHOPS & GOOSE Device	KOREA	24	128113	8/4/86	8/4/06
SCANDIA DOWN SHOPS & GOOSE Device	LIECHTENSTEIN	20, 24	7553	11/27/89	5/31/09
SCANDIA DOWN SHOPS & GOOSE Device	SWITZERLAND	20, 24	371535	9/14/89	1/9/09

TRADEMARK AND SERVICE MARK APPLICATIONS OF SCANDIA DOWN, LLC

<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>SERIAL. NO.</u>	<u>MAILING OR FILING DATE</u>
SCANDIA	US	20, 24, 35	75/897,132	1/14/00
SCANDIA DOWN SHOPS & GOOSE Device	BRAZIL	24	823140440	8/8/00
SCANDIA DOWN SHOPS & GOOSE Device	BRAZIL	35	823140458	8/8/00
SCANDIA DOWN SHOPS & GOOSE Device	BRAZIL	20	823140466	8/8/00

**EXHIBIT B  
TO FOURTH AMENDMENT TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

LICENSES

HANOVER DIRECT, INC.

None

SCANDIA DOWN, LLC

LICENSEE	PARTIES	DATES EFFECTIVE	AGREEMENT/SHORT DESCRIPTION
Bath & Linen Shoppe	Scandia Down, LLC  Bath & Linen Shoppe, Inc.  2 locations	As of April 1, 2001  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for two (2) "shop-in-shop" stores at 2058 San Marco Blvd, Jacksonville, FL 32207, and 330A 1A, Suite 308, Ponte Verda Beach, FL 32082 Licensee's Market is an area of a 5-mile radius surrounding each Location
	Telecopier: 904/398-5032 Bath & Linen Shoppe, Inc. 2058 San Marco Blvd Jacksonville, FL 32207 Attention: Edward and Kelly George Trademark License Agreement dated as of April 1, 2001 between Scandia Down Corp. (the "Scandia Contract Party"), and Bath & Linen Shoppe, Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.		
	Telecopier: 904/543-1963 Bath & Linen Shoppe, Inc. 330A 1A, Suite 308 Ponte Verda Beach, FL 32082 Attention: Edward & Kelly George Trademark License Agreement dated as of April 1, 2001 between Scandia Down Corp. (the "Scandia Contract Party"), and Bath & Linen Shoppe, Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.		
Belle Chambres	Scandia Down, LLC  Scandia Down Shops, Ltd.  Belle Chambre- (Cecilia Easter, Owner)	As of November 1995 (no exact date on the agreement).  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in-shop" store at 321 Pharr Road, Atlanta, GA; Licensee's Market is a 5 mile radius surrounding the store.

	<p>Telecopier: 404/816-0825  Belle Chambres  326 Pharr Road  Atlanta, Georgia 30305  Attention: Cecilia Easter, Owner  Trademark License Agreement dated as of November 1, 1995 among Scandia Down Corp., Scandia Down Shops, Ltd. (the "Scandia Contract Parties"), and Belle Chambres (the "Agreement").  Assigned to Scandia Down, LLC at 12/31/01.</p>		
Cheri G. Basso	<p>Scandia Down, LLC   Cheri Basso, president</p>	<p>As of 2/14/94 (signed 3/7/94)   2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.</p>	<p>Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of Rimrock Mall, 111 S. 24<sup>th</sup> St. West, Billings, MT; Licensee's Market is Billings, MT; Marketing Category – under 1 million customers.</p>
	<p>Telecopier: 406/656-4778  Cheri G. Basso  111 S. 24<sup>th</sup> Street West  Billings, Montana 59102  Trademark License Agreement dated as of February 14, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and yourself (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>		
Joan Carpenter	<p>Scandia Down, LLC   Joan Caprenter</p>	<p>Originally as of June 1996</p>	<p>Amended &amp; Restated Trademark License Agreement dated as of November 1, 2001 for "shop-in-shop" in Ambler, PA</p>
	<p>Telecopier: 215-591-9952  Joan Carpenter  Linens By Design  552 Exeter CT  Ambler, PA 19002  Amended &amp; Restated Trademark License Agreement dated as of November 1, 2001 between Scandia Down Corp and Joan Carpenter [signed as individual licensee] Linens By Design (the "Agreement").  Assigned to Scandia Down, LLC at 12/31/01.</p>		
Jeff Chicoine dba Scandia Down	<p>Scandia Down, LLC   Jeff Chicoine</p>	<p>as of July, 1998</p>	
	<p>Telecopier: 248-649-7675  Jeff Chicoine  Scandia Down  2800 W Big Beaver Rd, Suite 231  Troy, MI 48084  Trademark License Agreement dated as of July, 1998 between Scandia Down Corp. (and possibly also Scandia Down Shops, Ltd.) (the "Scandia Contract Party(ies)"), and yourself (the "Agreement").  Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>		

Clements, Mike and Robbye	Scandia Down, LLC  Mike and Robbye Clements	As of May 17, 2001  Initial Term = 2 years from date of License. Auto renewal for 1-yr periods on same terms and conditions as long as Licensee (1) meets aggregate Minimum Purchase Targets for previous calendar year, and (2) meets Quality Standards at all times.	Trademark License Agreement for 1 shop, which may use "Scandia Down" as the name of the shop at 745 W. Idaho Street. If Licensor grants a license for a "Location" in either Sun Valley, Idaho or McCall, Idaho, Licensee shall have a <u>right of first refusal</u> . If Licensee exercises its option therefor, the parties shall amend this Agreement accordingly to add any such additional location(s) to 'Location', to augment 'Market' and to increase 'Minimum Purchase Target'.
<p>Telecopier: 208/836-3016 Mike and Robby Clements 745 W. Idaho Street Boise, Idaho 83702 Trademark License Agreement dated as of May 17, 2001 between Scandia Down Corp. (the "Scandia Contract Party"), and yourselves (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>			
Entenza	Scandia Down, LLC  Entenza, a California sole proprietorship  Owner = Gary Kim	As of 7/12/00  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in-shop" store at 1114 State Street, #24, Santa Barbara, California 93101
<p>Telecopier: 877/433-6037 Entenza 1114 State Street, #24 Santa Barbara, California 93101 Attention: Gary Kim, Owner Trademark License Agreement dated as of July 12, 2000 between Scandia Down Corp. (the "Scandia Contract Party"), and Entenza, a California sole proprietorship (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>			
Ann Marie Finn	Scandia Down, LLC  Ann Marie Finn	December, 1997	
<p>Telecopier: 970-926-1369 Ann Marie Finn The Kitchen and Linen Source 105 Edwards Village Blvd, Bldg G Edwards, CO 81632 Trademark License Agreement dated as of December, 1997 between Scandia Down Corp. (and possibly Scandia Down Shops, Ltd.) (the "Scandia Contract Party(ies)"), and yourself (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment Received.</p>			
Gattle's, Inc.	Scandia Down, LLC  Scandia Down Shops, Ltd.  Gattle's, Inc. (Tom Gattle, President)	As of 10/31/97  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in-shop" store at 6220 North Highway A1A, Vero Beach, FL; Licensee's Market is a 5 mile radius surrounding the store.



	<p>Telecopier: 561/231-3338  Gattle's, Inc.  6220 North Highway A1A  Vero Beach, Florida 32963  Attention: Tom Gattle, President  Trademark License Agreement dated as of October 31, 1997 among Scandia Down Corp., Scandia Down Shops, Ltd. (the "Scandia Contract Parties"), and Gattles, Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>		
Gattle's, Inc.	<p>Scandia Down, LLC   Scandia Down Shops, Ltd.   Gattle's, Inc. (John Cheney, president)</p>	<p>As of 4/30/96.   2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.</p>	<p>Trademark License Agreement for a "shop-in- shop" store at 210 Howard Street, Petoskey, MI; Licensee's Market is a 5 mile radius surrounding the store.</p>
	<p>Telecopier: 616/347-3987  Gattles, Inc.  210 Howard Street P O Box C  Petoskey, Michigan 49770  Attention: John Cheney, President  Trademark License Agreement dated as of April 30, 1996 among Scandia Down Corp., Scandia Down Shops, Ltd. (the "Scandia Contract Parties"), and Gattles, Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>		
Barbara Cheney for Gattle's	<p>Scandia Down, LLC   Gattle's</p>	<p>Since June, 1998</p>	<p>Market = Five mile radius from Location</p>
	<p>Telecopier: 513-871-4331  Phone: 513-871-4050  Barbara Cheney, President  Gattles  7809 Cooper Rd  Cincinnati, OH 45242  Amended &amp; Restated Trademark License Agreement dated as of December 16, 2001 between Scandia Down Corp. (and possibly Scandia Down Shops, Ltd.) (the "Scandia Contract Party(ies)"), and Gattle's (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment Received.</p>		
Gaudet Enterprises, Inc. DBA Scandia Down Corp.	<p>Scandia Down, LLC   Gaudet Enterprises, Inc.</p>	<p>As of 2/15/94   2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.</p>	<p>Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of 981A Farmington Ave, West Hartford Center, West Hartford, CT; Licensee's Market is Hartford, CT; Marketing Category - 1 - 2 ½ million customers.</p>
	<p>Telecopier: 860/236-8645  Gaudet Enterprises, Inc.  981A Farmington Avenue  West Hartford Center  West Hartford, CT 06107  Attn: Ralph Gaudet  Trademark License Agreement dated as of February 15, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and Gaudet Enterprises, Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>		

Gump's Corp.	Scandia Down, LLC  Gump's Corp. (Paul Cabler, director bed & bath)	As of 2/1/95  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of 150 Post Street, San Francisco, CA; Licensee's Market is San Francisco; Marketing Category – between 1 and 2 ½ million customers.  5/21/02- David Pipkorn says that Gump's never met the minimum purchase requirement but Scandia never took any action, as an "intercompany courtesy"
<p>Telecopier: 415-984-9200 Gump's Corp. 135 Post Street San Francisco, CA 94108 Attention: Jed Pograd, President Trademark License Agreement dated as of February 1, 1995 between Scandia Down Corp. (the "Scandia Contract Party"), and Gump's Corp. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>			
Hall, Dara	Scandia Down, LLC  Dara Hall	As of September 6, 2001 Shop opening November 15, '01  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store called "Bonne Nuit" located at 26795 South Bay Drive, Suite 160, Bonita Springs, FL 34134 Market is a 5 mile radius from the location. Minimum purchase target each calendar year is \$25,000. First year is prorated.
<p>Telecopier: 941/694-6689 Dara Hall 26795 South Bay Drive, Suite 160 Bonita Springs, Florida 34134 Trademark License Agreement dated as of September 6, 2001 between Scandia Down Corp. (the "Scandia Contract Party"), and Dara Hall for the "Bonne Nuit" shop (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>			
Herrick Down Co., Inc.	Scandia Down, LLC  Herrick Down Co., Inc. (Barbara Herrick, president)	As of 3/7/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of 36 E. Broadway "On the Square", Jackson, WY; Licensee's Market is Jackson Hole, WY; Marketing Category – under 1 million customers.
<p>Telecopier: 307/733-1038 (Store phone and fax are the same number); ScandiaJH@wyoming.com Store: Scandia Down Shop Licensee: Herrick Down Co., Inc. 165 N Center, Suite B [or P.O. Box 1950] "On The Square" Jackson, Wyoming 83001 Attention: Barbara Herrick, President Home Phone: 307-733-8798; Fax: 307-734-1638 Trademark License Agreement dated as of March 7, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and Herrick Down Co., Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Addendum to Trademark License Agreement dated as of December 13, 2001. Acknowledgment received.</p>			

Kelly Jo Enterprises, Inc. DBA Scandia Down	Scandia Down, LLC  Kelly Jo Enterprises (Kelly Sivers Pruneau, president)	As of 2/14/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of 47 <sup>th</sup> and Wyandotte St intersection or 30 minute drive whichever is further, Kansas City, MO; Licensee's Market is Kansas City, MO/KS; Marketing Category - 1 - 2 ½ million customers.
<p>Telecopier: 816-753-4323  Kelly Jo Enterprises, Inc.  C/o SCANDIA DOWN  501 Nichols Road  Kansas City, Missouri 64112  Attention: Kelly Sivers Pruneau, President  Trademark License Agreement dated as of February 14, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and Kelly Jo Enterprises, Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>			
Linen Gallery	Scandia Down, LLC  Scandia Down Shops, Ltd.  The Linen Gallery, Inc. (principal= Kathy Dessanville)	as of October 1, 1999 signed as of 10/22/99  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in-shop" store at 8722 Countryside Plaza, Omaha, Nebraska; exclusive market granted of "15 mile radius" of the store.
<p>Telecopier: 402/399-0171  The Linen Gallery, Inc.  8722 Countryside Plaza  Omaha, Nebraska 68114  Attention: Kathy Dessanville  Trademark License Agreement dated as of October 1, 1999 among Scandia Down Corp., Scandia Down Shops, Ltd. (the "Scandia Contract Parties"), and The Linen Gallery, Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>			
Leigh Ann Riley, CEO signed for Licensee dba Scandia Down	Scandia Down, LLC  Leigh Ann Riley, CEO	As of 3/7/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of 3540 Galleria, Edina, MN; Licensee's Market is Minneapolis/St. Paul area; Marketing Category - 1 - 2 ½ million customers.
<p>Telecopier: 952/920-1671  Leigh Ann Riley and Shari Sayles  Scandia Down  3540 Galleria  Edina, MN 55435  Trademark License Agreement dated as of March 7, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and yourselves (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>			

Nancy Koltes Home, Inc.	Scandia Down, LLC  Scandia Down Shops, Ltd.  Nancy Koltes Home, Inc.	Agreed to as of July 15, 1999, but dated as of June 1, 1999  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in-shop" store at 31 Spring Street in lower Manhattan.
<p>Telecopier: 212/979-5367 Nancy Koltes Home, Inc. 31 Spring Street New York, New York 10012 Attn: Nancy Koltes Trademark License Agreement dated as of June 1, 1999 among Scandia Down Corp., Scandia Down Shops, Ltd. (the "Scandia Contract Parties"), and Nancy Koltes Home, Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>			
Scandia Down Corte Madera	Scandia Down, LLC  Scandia Down Corte Madera	Since 3/7/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a store which may be named Scandia Down or Scandia Down Shop. Market = a 1-mile radius of The Village @ Corte Madera (Paradise Drive and Highway 101) Corte Madera, CA; Licensee's Market is San Francisco area; Marketing Category - 1 - 2 ½ million customers.
<p>Telecopier: 212/979-5367 Scandia Down d/b/a Scandia Down Shop The Village @ Corte Madera 1712 Redwood Hwy A - 29 Corte Madera, CA 94925 Attention: Nancy Koltes Owner Walter A. Schreiber, Secretary/Treasurer Amended &amp; Restated Trademark License Agreement dated as of December 16, 2001 between Scandia Down Corp. (the "Scandia Contract Party"), and Scandia Down Corte Madera (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>			
Pelora, Inc.	Scandia Down, LLC  Perry Sigismund	As of 3/19/96  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in-shop" store at 2220 East Carson Street, Pittsburgh, PA; Licensee's Market is a 7-mile radius surrounding the store.
<p>Telecopier: 412/431-7836 Pelora, Inc. 2220 East Carson Street Pittsburgh, PA 15203 Attn: Perry Sigismund Amended &amp; Restated Trademark License Agreement dated as of December 1, 2001 among Scandia Down Corp., and Perry Sigismund (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>			

George Greenberg dba Pioneer Linens	Scandia Down, LLC  Pioneer Company of WPB, Inc. dba Pioneer Linens [new info as of 12/16/01]	As of approx Feb. or March 1999 Started doing business March 1999  (one of Scandia's largest licensees)	Amended & Restated Trademark License Agreement for a "shop-in- shop" store at 210-212 Clematis Street, West Palm Beach, Florida 33402-4407.
<p>Telecopier: 561/655-8889 George Greenberg c/o Pioneer Linens 210-212 Clematis Street West Palm Beach, Florida 33402-4407 Amended &amp; Restated Trademark License Agreement dated as of December 16, 2001 between Scandia Down Corp. (the "Scandia Contract Party"), and Pioneer Linens [sic] (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>			
Revada Unlimited Inc.	Scandia Down, LLC  Revada Unlimited Inc. (Elbert Stoll, president)	As of 2/14/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of Reno, NV; Licensee's Market is all of NV, except Clark County and portion of Northern California that is east of the Crest of the Sierra Nevada Mountains; Marketing Category – under 1 million customers.
<p>Telecopier: 775-851-0709 ; Phone: 775-851-4111 ; Scanrenor@aol.com Scandia Down Shop, Reno Revada Unlimited Inc. Southwest Pavilion 8175 S Virginia, Suite 400 Reno, Nevada 89511 Attention: Elbert Stoll, President (Jan and Dick Stoll of 19875 Heater Lane, Reno, NV 89511; cell 742-4183) Trademark License Agreement dated as of February 14, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and Revada Unlimited Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Addendum to Trademark License Agreement dated as of September 17, 2001.</p>			
Shirley Roe (Chateau Linens)	Scandia Down, LLC  Shirley Roe	as of 9/1/01  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Amended & Restated Trademark License Agreement <i>replacing</i> <i>missing contract</i> for shop-in-shop store located at Chateau Linens 20K South State Street, Westville, OH 43081. Licensee's Market is a 5-mile radius surrounding the location.
<p>Telecopier: 641-901-3772 Shirley Roe C/o Chateau Linens 20K South State Street Westville, Ohio 43081 Amended &amp; Restated Trademark License Agreement dated as of September 1, 2001 between Scandia Down Corp. [(the "Scandia Contract Party")], and yourself (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>			

Sacramento Down Products	Scandia Down, LLC  Sacramento Down Products (Theresa Crews, president)	As of 2/15/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of 502 Pavilions Lane, Sacramento, CA; Licensee's Market is Sacramento; Marketing Category – 1 – 2 ½ million customers.
<p>Telecopier: 916-791-7562  Licensee: Sacramento Down Products, a corporation  Store: Scandia Down Shop  Lyons Village  2580 Fair Oaks Blvd, Suite 4  Sacramento, CA 95825  Attention: Theresa Crews, President  Jeff and June Crews: 6580 Oak Hill Drive, Granite Bay, CA 95746; 916-791-7562; fax: 916-791-7562  Trademark License Agreement dated as of February 15, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and Sacramento Down Products (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Addendum to Trademark License Agreement dated as of September 17, 2001. Acknowledgment received.</p>			
Scandia Down Shop QL & Associates, Inc.	Scandia Down, LLC  QL & Associates, Inc. dba Scandia Down Shop	As of 3/7/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of Blackhawk Plaza, Danville, CA; Licensee's Market is Oakland area; Marketing Category – 1 – 2 ½ million customers.
<p>for The Scandia Down store at The Shops at Bishop Ranch  156 Sunset Drive, San Ramon, CA 94583 Phone: 925-973-0800; Fax: 925-973-0803   Telecopier: 925-838-5417  QL &amp; Associates, Inc.  C/o Lynn Ellison  558 St. George Road  Danville, CA 94526  Trademark License Agreement dated as of March 7, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and QL &amp; Associates, Inc., as successor to Scandia Down Shop &amp; Quotia &amp; Lynn Ellison (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>			
<p>Scandia Down, LLC  QL &amp; Associates, Inc. dba Scandia Down Shop</p> <p>As of 3/7/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.</p> <p>Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of Stanford Shopping Center, Palo Alto, CA; Licensee's Market is San Jose area; Marketing Category – 1 – 2 ½ million customers.</p>			
<p>for The Scandia Down store at The Stanford Shopping Center  131 Stanford Shopping Center, Palo Alto, CA 94304; Phone: 650-326-8583; Fax: 650-326-1746  [same contact info as above for QL &amp; Associates, Inc.]  Trademark License Agreement dated as of March 7, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and QL &amp; Associates, Inc., as successor to Scandia Down Shop &amp; Quotia &amp; Lynn Ellison (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>			

Sellin, Inc. DBA Scandia Down Shop	Scandia Down, LLC  Sellin, Inc. (Dale Sellin, President)	As of 3/7/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of 4007 Old Seward Hwy #200 at Galeria North, Anchorage, AK; Licensee's Market is Anchorage, AK; Marketing Category – under 1 million customers.
<p>Telecopier: 907-562-6415  Sellin, Inc.  4007 Old Seward Hwy, #200  Galeria North  Anchorage, AK 99503  Attention: Dale Sellin, President  Trademark License Agreement dated as of March 7, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and Sellin, Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.  Acknowledgment received.</p>			
Slumber Down Ltd.	Scandia Down, LLC  Slumber Down Ltd. d/b/a Scandia Down (Christine & Jeffrey Chicoine	As of 2/14/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of Northbrook Court, Northbrook, IL; Licensee's Market includes Chicago area; Marketing Category – over 5 million customers.  Residence for Licensees: Christine & Jeffrey Chicoine 458 East Linden Avenue Lake Forest, Illinois 60045 Phone: 847-295-7283 Fax: 847-295-0420
<p>Telecopier: 847-205-1013  Telephone: 847-205-1010  Slumber Down, Ltd.  2092 Northbrook Court  Northbrook Court  Northbrook, IL 60062  Attention: Jeff Chicoine, Vice President  Trademark License Agreement dated as of February 14, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and Slumber Down Ltd. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received. Addendum to Trademark License Agreement dated as of December 13, 2001 between Scandia Down, LLC and Slumber Down Ltd. [just updating contact info]</p>			
Scandia Down Costa Mesa	Scandia Down, LLC  Scandia Down Costa Mesa	Since 3/7/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a store which may be named Scandia Down or Scandia Down Shop. Market = 1 mile radius of South Coast Plaza, Costa Mesa, CA;  Licensee's Market includes Anaheim area; Marketing Category – 1 – 2 ½ million customers.

	<p>Telecopier: 213-979-5367  Scandia Down  3333 Bear Street  South Coast Plaza  Costa Mesa, CA 92626  Attn Nancy Koltres, Owner  Walter A. Schreiber, Secretary/Treasurer  Amended &amp; Restated Trademark License Agreement dated as of January 4, 2002 between Scandia Down Corp. (the "Scandia Contract Party"), and Scandia Down Costa Mesa (the "Agreement").  Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>		
Scandia Down – Beverly Hills	<p>Scandia Down, LLC</p> <p>Scandia Down – Beverly Hills</p>	<p>Since 3/7/94</p> <p>2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.</p>	<p>Trademark License Agreement for a store which may be named Scandia Down or Scandia Down Shop.  Market = 1 mile radius of the shop at 9365 N Beverly Drive Beverly Hills, CA;  Licensee's Market includes Los Angeles; Marketing Category – over 5 million customers.</p>
	<p>Telecopier: 213-979-5367  Scandia Down  9365 N Beverly Drive  Beverly Hills, CA 90210  Attn Nancy Koltres, Owner  Walter A. Schreiber, Secretary/Treasurer  Amended &amp; Restated Trademark License Agreement dated as of December 16, 2001 between Scandia Down Corp. (the "Scandia Contract Party"), and Scandia Down – Beverly Hills (the "Agreement").  Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>		
Stephen A. Gnospelius/ New England Down Company	<p>Scandia Down, LLC</p> <p>New England Down Company (Stephen A. Gnospelius, president)</p>	<p>As of 3/7/94</p> <p>2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.</p>	<p>Trademark License Agreement for a "shop-in- shop" store located within a 1 mile radius of the mall at Chestnut Hill, 199 Boylston Street, Chestnut Hill, MA; Licensee's Market includes Boston area; Marketing Category – 2 ½ to 5 million customers.</p>
	<p>Telecopier: 617-969-2786  New England Down Company  The Mall at Chestnut Hill  199 Boylston Street  Chestnut Hill, MA 02467  Attention: Stephen A. Gnospelius, President  Trademark License Agreement dated as of March 7, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and New England Down Company (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>		
Elbert Stoll		, 1995	
	<p>Telecopier: 530/583-1878  Scandia Down  Cobblestone Shopping Center  475 N Lake Blvd Ste 251  Tahoe City, CA 96145  Attention: Elbert Stoll, Owner  Trademark License Agreement dated as of [?] 1995 between Scandia Down Corp. (the "Scandia Contract Party"), and Elbert Stoll (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>		



The Linen Registry, LLC	Scandia Down, LLC  The Linen Registry, LLC (Neal and Lee Hixon)	As of July 31, 1997  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in-shop" store located at 204 Metiarie Road, Suite 101, Metiarie, Louisiana 70005 Market is a 7 mile radius surrounding the Location Min Purchase Target each calendar year is \$15,000
<p>Telecopier: 504-831-8228  The Linen Registry, LLC  204 Metiarie Road, Suite 101  Metiarie, Louisiana 70005  Attention: Neal and Lee Hixon  Trademark License Agreement dated as of July 31, 1997 between Scandia Down Corp. (the "Scandia Contract Party"), and The Linen Registry, LLC (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>			
The Linen Tree, Inc.	Scandia Down, LLC  Scandia Down Shops, Ltd.  The Linen Tree, Inc. (Ruthie Redmond, president)	As of 3/31/96 (signed by Shops 4/22/96).  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in-shop" store at 6137 N. Scottsdale Rd, #107 Scottsdale, AZ; Licensee's Market is a 8 mile radius surrounding the store.
<p>Telecopier: 480-948-7244  The Linen Tree, Inc.  6137 N. Scottsdale Road, #107  Scottsdale, AZ 85250  Attention: Ruthie Redmond, President  Trademark License Agreement dated as of March 31, 1996 among Scandia Down Corp., Scandia Down Shops, Ltd. (the "Scandia Contract Parties"), and The Linen Tree, Inc. (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Acknowledgment received.</p>			
The Matthew Quiat Company	Scandia Down, LLC  Licensee* = The Matthew Quiat Company, a corporation (Matthew Quiat, Manager)	As of 3/18/94  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in-shop" store located within a 1 mile radius of Store Number 168, Cherry Creek Mall, Denver, CO (within 1 mile radius of proposed shopping center, in the event that such shopping center is built within 7 ½ miles of Cherry Creek Mall and provided that such shopping center is not owned by the Taubman Group); Licensee's Market includes Denver; Marketing Category - 1 - 2 ½ million customers.

	<p>Telecopier: 303-337-5869 ; Telephone 303-355-3510; SDSDenver@aol.com  The Matthew Quiat Company, LLC  Cherry Creek Mall  3000 First Ave # 157  Denver, CO 80206  Attention: Matthew Quiat, Owner  Matthew Quiat of: 9873 E. Hawaii Place, Denver, CO 80251 (?) Phone: 303-368-9375; Fax: 303-337-5869  Trademark License Agreement dated as of March 18, 1994 between Scandia Down Corp. (the "Scandia Contract Party"), and The Matthew Quiat Company, LLC (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01. Addendum to Trademark License Agreement dated as of September 17, 2001. Signed by Matthew Quiat, as individual licensee, however. [* will try to get resigned]</p>		
Ugly Duckling, Inc.	<p>Scandia Down, LLC</p> <p>Scandia Down Shops, Ltd.</p> <p>and</p> <p>Ugly Duckling, Inc.</p>	<p>As of 9/30/99</p> <p>2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.</p>	<p>Trademark License Agreement for a "shop-in-shop" store at "Keystone at the Crossing", Indianapolis, Indiana.</p>
	<p>Telecopier: 317-205-9621  Shannon Sheldon, President  Ian C Miller, Vice President  Ugly Duckling d/b/a Scandia Down  8487 Union Chapel RD Suite 460  Fashion Commons Mall  Indianapolis, IN 46240  Trademark License Agreement dated as of September 30, 1999 among Scandia Down Corp. (and possibly Scandia Down Shops, Ltd.) (the "Scandia Contract Party(ies)"), Shannon Sheldon, and Ian C. Miller (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>		
Marvin and Dana Vickers		<p>Not yet received by HDI Legal as of 11/16 – on the way; will be routed</p>	
	<p>Telecopier: 205-414-1927  Marvin and Dana Vickers  Suite Dreams  2409 Montevallo Road  Birmingham, AL 35223  Trademark License Agreement dated as of October, 2001 between Scandia Down Corp. (the "Scandia Contract Party"), and Marvin and Dana Vickers (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>		

Angela Neel Interiors, Inc.	Scandia Down LLC Angela Neel Interiors, Inc.	As of January 1, 2002 + <u>Letter Agreement January 4, 2002</u> regarding - 90 day Sell-Off Period for goods competitive with the Licensed Goods - right of first refusal to be the licensee if Scandia decides to have a second location in Orange County Florida, and parties will amend Market and Minimum Purchase Target.  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a "shop-in- shop" store  Market = 5 mile radius from Location
<p>Telecopier: 407-740-8990  Telephone: 407-740-8070  Angela Neel Interiors, Inc.  460 North Orlando Avenue  Suite 109  Winter Park, FL 32789  Attention: Glenn Neel – Vice President  Trademark License Agreement dated as of January 1, 2002 between Licensor and Angela Neel Interiors, Inc.</p>			
Leila Bibi	Scandia Down, LLC  and  Leila Bibi	As of March 1, 2002  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Ag for a "shop-in-shop" store at Lino Bella 1700 McHenry Avenue, Suite 62 Modesto, CA 95350 Market = County of Stanislaus, CA and the town of Manteca, CA. Right of First Refusal for Stockton and Fresno, CA, too.
<p>Telecopier: 209-491-0976  Lino Bella  1700 McHenry Avenue, Suite 62  Modesto, CA 95350  <u>Trademark License Agreement</u> between Scandia Down, LLC and Leila Bibi ("Licensee") (the "Agreement"). <u>Letter Agreement</u> dated March 11, 2002 providing for a one hundred fifty (150) day Sell-Off Period ending approximately August 8, 2002 to continue to offer for sale and sell any inventory currently at Licensee's store, goods which are manufactured, produced, distributed, or labeled by companies which are reasonably deemed by Licensor to be competitive with the Licensed Goods, and providing that if there shall be a license granted by Licensor in such cities, giving Licensee the Right of First Refusal for a Location in Fresno or Stockton, CA.</p>			

Bohlert-Massey, Inc.	Scandia Down, LLC And Bohlert-Massey, Inc.	As of July 1, 2002  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agt for a shop-in-shop store at 35 Clayton Lane, Santa Rosa Beach, FL 32469. in Southern Walton County  Market = 5 mile radius of location
<p>Bohlert-Massey, Inc. 35 Clayton Lane Santa Rosa Beach, FL 32469 Attention: Jeff Massey, President Telephone: 850-231-3940 Fax: 850-231-3262</p> <p><u>Trademark License Agreement</u> between Scandia Down, LLC and Massey-Bohlert, Inc. ("Licensee") (the "Agreement"). <u>Letter Agreement</u> dated as of June 18, 2002 providing that (1) if during the Term of the Agreement, Licensee moves its location within a 20 mile radius, Licensor agrees the Agt shall be amended to change the Location and leave the Market definition as a 5 mile radius from new Location, and (2) if during the Term, Licensor is approached by a potential licensee which would like to open a location to sell Licensed Product within Licensee's Market or within 20 miles of Licensee's Location, then Licensor has the sole discretion to enter into a similar TM Lic Agt with such licensee, provided that in such event Licensor shall first notify Licensee and Licensee shall then have the right to change its Location or add Locations.</p>			
Christine's Feathered Nest, LLC	Scandia Down LLC And Christine's Feathered Nest, LLC	As of July 29, 2002  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agt for a shop-in-shop store at 1014 East Fairview Avenue, Montgomery, AL 36106. Market = Montgomery, Alabama
<p>Christine's Feathered Nest 1014 East Fairview Avenue Montgomery, AL 36106 Attention: Christine B. Vaughan Telephone: 334-265-3553 Fax: 334-265-3115</p> <p><u>Trademark License Agreement</u> between Scandia Down, LLC and Christine's Feathered Nest, LLC ("Licensee") (the "Agreement"). Modification in Section 2(a) Licensee shall be permitted to sell decorative pillows purchased from non-Approved Vendors which include a down/feather filled stuffer.</p>			
Shelburne Road	Scandia Down LLC And Shelburne Road, Inc.	As of August 26, 2002  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agt for a store at 5701 6 <sup>th</sup> Avenue South, Suite 300, Seattle, WA 98109  Market = to the trade only

	<p>Shelburne Road, Inc.  5701 6<sup>th</sup> Avenue South, Suite 300  Seattle, WA 98109  Attention: Catherine Pleasant, President  Telephone: (206) 762-6833  Fax: (206) 762 6840  <u>Trademark License Agreement</u> between Scandia Down, LLC and Shelburne Road, Inc. ("Licensee")  dated as of August 26, 2002 (the "Agreement")</p>		
Catherine's Collectibles	<p>Scandia Down LLC  And  Catherine's Collectibles, Inc.</p>	<p>As of October 15, 2002   2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.</p>	<p>Trademark License Agreement for a store at  5435 Tamiami Trail N., Suite 410, Naples, FL 34108 (at the "Waterside Shops" – 46 stores, including Saks near Ritz and Registry Hotels)   Market = 1 mile radius</p>
	<p>Catherine's Collectibles, Inc.  5435 Tamiami Trail N., Suite 410  Naples, FL 34108  Attention: James L. McLaughlin, Vice President &amp; Treasurer  Attention: M. Catherine McLaughlin, President  Telephone: 239-594-1300  Telecopy: 239-594-8481  <u>Trademark License Agreement</u> between Scandia Down, LLC and Catherine's Collectibles, Inc. ("Licensee") dated as of October 15, 2002 (the "Agreement")</p>		
Feather Your Nest	<p>Scandia Down LLC  And  LGL, Inc. d/b/a Feather Your Nest</p>	<p>As of November 14, 2002   2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.</p>	<p>Trademark License Agreement for a store at  Feather Your Nest  701 South Capital of Texas Hwy, Suite F610  Austin, TX 78746   Market = 5 miles from location</p>
	<p>Feather Your Nest  701 South Capital of Texas Hwy, Suite F610  Austin, TX 78746  Attention: Lesley Link, Owner  Telephone: 512-347-7939  Fax: 512-347-7391  <u>Trademark License Agreement</u> between Scandia Down, LLC and LGL Inc. d/b/a Feather Your Nest ("Licensee") dated as of November 14, 2002</p>		

Dorsey Interests, LC [sic]	Scandia Down LLC And Dorsey Interests, LC	As of November 14, 2002  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a store at: Longoria Collection 1101-02 Uptown Park Blvd. Houston, TX 77056  Market = 2 mile radius from Licensee's location. Licensor agrees not to sell Licensed Products for the Term of this Agreement to: "Kuhl Linscamb" located at: - 5120 Woodway, Houston, TX - 2424 W. Alabama, Houston, TX
<p>Longoria Collection 1101-02 Uptown Park Blvd. Houston, TX 77056 Attention: J.T. Dorsey, President Telephone: 713-621-4241 Fax: 713-621-4242 <u>Trademark License Agreement</u> between Scandia Down, LLC and Dorsey Interests, LC dated as of November 14, 2002</p>			
Barklee Ltd.	Scandia Down LLC And Lynda Carter, individual And Barklee Ltd.	As of November 14, 2002  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a store at: Barklee, Ltd 1900 Preston Road, Suite 321 Plano, TX 75093 Market = 5 mile radius from Location
<p>Barklee, Ltd 1900 Preston Road, Suite 321 Plano, TX 75093 Phone: 972-612-1935 Fax: 972-612-2450 Attention: Lynda Carter, Owner <u>Trademark License Agreement</u> among Scandia Down, LLC, Lynda Carter, and Barklee Ltd. Dated as of November 14, 2002</p>			
Chantal Esrebel	Scandia Down LLC And Chantal Esrebel, individual	As of December 10, 2002  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a store at: European Linens The Gateway 12 N Rio Grande Salt Lake City, UT 84101  Market = 5 mile radius from Location. Right of first refusal, see below.

	<p>European Linens The Gateway 12 N Rio Grande Salt Lake City, UT 84101 Fax: 801-575-8867 Attention: Chantal Esrebel, Owner <u>Trademark License Agreement</u> between Scandia Down, LLC, and Chantal Esrebel, as "Licensee" (the "Agreement"). AND <u>Letter Agreement</u> dated December 9, 2002: If during the Term of the Agreement, Licensor is approached by a potential licensee which would like to open a location to sell Licensed Product (1) within a five mile radius of Trolley Square Mall, Salt Lake City Utah, or (2) within a five mile radius of Foothill Village Shopping Center, Salt Lake City, Utah, then Licensor shall have the sole discretion to enter into a similar Trademark License Agreement with such licensee; provided that in such event, Licensor shall first notify Licensee and Licensee shall then have the right to change its Location or add Locations.</p>		
Jeff Mulert	Scandia Down, LLC And Jeff Mulert, individual	As of December 10, 2001  2 years; auto renewal for additional 1 year periods as long as in compliance and meeting Minimum Purchase Targets for prior year and meeting Quality Standards at all times.	Trademark License Agreement for a store at: Feathers 5408 Walnut Street Pittsburgh, PA 15232 Market = 1 mile radius from Location
	<p>Feathers 5408 Walnut Street Pittsburgh, PA 15232 Fax: 412-621-9532 Phone: 412-621-4700 E-mail: Feathers5408@hotmail.com Attention: Jeff Mulert <u>Trademark License Agreement</u> between Scandia Down, LLC, and Jeff Mulert, as "Licensee" (the "Agreement"). AND <u>Letter Agreement</u> dated December 10, 2001: 90-day Sell-off period.</p>		
Trussardi, Romea	Scandia Down, LLC  Romeau Trussardi	Approx. March, 2000  VERBAL agreement to be the vendor of merchandise that they can put into as many of their [currently 8] shops as they like. Currently, our down and feather merchandise is not in all.	<u>Main Store:</u> "Trosseau" <u>Headquarters:</u> Romaria Empreendimentos Ltda Rua Africa do Sul 261 Sao Paulo, Brazil 04730-020
	<p>Telecopier: (011) 5511 5641 5648 Romeau Trussardi C/o Trosseau Romaria Empreendimentos Ltda Rua Africa do Sul 261 Sao Paulo, Brazil 04730-020 that certain <u>oral</u> Trademark License Agreement between Scandia Down Corp. (the "Scandia Contract Party"), and Romeau Trussardi (the "Agreement"). Assigned to Scandia Down, LLC at 12/31/01.</p>		

**EXHIBIT C**  
**TO**  
**FOURTH AMENDMENT TO TRADEMARK**  
**COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**  
**FORM OF SPECIAL POWER OF ATTORNEY (TRADEMARKS)**

STATE OF NEW YORK     )  
  ) ss.:  
COUNTY OF BERGEN     )

KNOW ALL MEN BY THESE PRESENTS, that \_\_\_\_\_ (“Debtor”), having an address at 115 River Road, Edgewater, New Jersey 07020, hereby appoints and constitutes CONGRESS FINANCIAL CORPORATION (“Secured Party”), and each of its officers and employees, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated November 14, 1995, presently by and among Secured Party, Hanover Direct, Inc. and Scandia Down, LLC, as amended by First Amendment to Trademark Collateral Assignment and Security Agreement, dated as of February 22, 1996, Second Amendment to Trademark Collateral Assignment and Security Agreement, dated as of September 30, 1998, Third Amendment to Trademark Security Agreement, dated as of February 28, 2000, and Fourth Amendment to Trademark Security Agreement, dated as of the date hereof (the “Security Agreement”) and may not be revoked until payment in full of all “Obligations”, as such term is defined in the Security Agreement, and is subject to the terms and provisions thereof.

\_\_\_\_\_  
By: \_\_\_\_\_  
Title: \_\_\_\_\_



STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF BERGEN )

On this \_\_\_\_ day of December, 2002, before me personally came \_\_\_\_\_,  
to me known, who being duly sworn, did depose and say, that he is the \_\_\_\_\_ of  
\_\_\_\_\_ the corporation described in and which executed the foregoing instrument; and  
that he signed his name thereto by order of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public