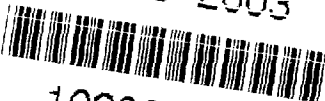


01-16-2003

102339582
TRADEMARK

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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ET

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

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

1. Name of conveying party(ies):

Shepard Clothing Company Inc.

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State DE☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

☐ Assignment☐ Merger☐ Security Agreement☐ Change of Name☒ Other of Security Agreement

Execution Date: December 23, 2002

2. Name and address of receiving party(ies)

Name: Congress Financial Corporation
(New England)

Internal

Address: _____

Street Address: One Post Office SquareCity: Boston State: MA Zip: 02109☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☒ Corporation-State MA☐ 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)

B. Trademark Registration No.(s)

1,269,3431,400,4601,281,0992,421,2071,966,1441,729,448Additional number(s) attached ☐ Yes ☒ No

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

Name: Michael HillInternal Address: Brown Rudnick BerlackIsraelsStreet Address: One Financial CenterCity: Boston State: MA Zip: 021116. Total number of applications and registrations involved: 67. Total fee (37 CFR 3.41).....\$165.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Michael Hill

Name of Person Signing

Michael Hill

Signature

1/7/03

Date

Total number of pages including cover sheet, attachments, and document: 17

01/15/2003 LMUeller 00000166 1269343

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

01 FC4521
02 FC452240.00 DP
125.00 DPTRADEMARK
REEL: 002649 FRAME: 0736

**FIRST AMENDMENT TO AND REAFFIRMATION OF TRADEMARK
COLLATERAL AND SECURITY AGREEMENT**

FIRST AMENDMENT TO AND REAFFIRMATION OF TRADEMARK
COLLATERAL AND SECURITY AGREEMENT (the "Agreement") made as of this 23rd day
of December, 2002, by and between Congress Financial Corporation (New England)
("Congress") and SHEPARD CLOTHING COMPANY INC. ("Borrower").

WHEREAS, on January 21, 1992, Congress and the Borrower entered into a Trademark
Collateral Assignment and Security Agreement (the "Trademark Agreement");

WHEREAS, on August 16, 2001, Shepard Clothing Company Inc. (the "Borrower") filed
a voluntary petition under Chapter 11 of Title 11 of the United States Code (the "Bankruptcy
Code") in the United States Bankruptcy Court for the District of Massachusetts (the "Bankruptcy
Court"), thereby commencing a case styled as In re Shepard Clothing Company Inc., Case No.
01-16486-CJK (the "Case");

WHEREAS, in connection with the Case, the Bankruptcy Court entered an order on or
about November 8, 2002 (the "Confirmation Order") confirming the Borrower's Plan of
Reorganization filed by the Borrower and dated October 8, 2002 (as modified, the "Plan");

WHEREAS, in accordance with the Confirmation Order, the Plan and the Loan and
Security Agreement dated December 23, 2002 (the "Loan Agreement"), the Borrower agreed to,
among other things, grant Congress a first priority, validly perfected lien against and security
interest in all of the Borrower's personal property including, without limitation, all of the
Borrower's trademarks; and

WHEREAS, Congress and the Borrower desire to reaffirm and amend the existing
Trademark and Security Agreement.

NOW, THEREFORE, based on these premises, and in consideration of the mutual
promises contained herein and other good and valuable consideration, the receipt and sufficiency
of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Copies. A true and accurate copy of the Trademark Agreement is annexed hereto
as Exhibit A.
2. Definitions. Capitalized terms not otherwise defined herein shall have the
meaning given in the Trademark Agreement.
3. Amendment of Trademark Agreement. The Trademark Agreement is amended as
follows:
 - (a) Amendment to Recitals. The first recital in the Trademark Agreement is
amended in its entirety to read as follows:

“WHEREAS, Borrower and Secured Party are parties to a Loan and Security Agreement dated as of December 23, 2002, and certain supplements, agreements and instruments entered into pursuant thereto (the “Agreement”), pursuant to which Secured Party and Borrower have agreed to certain financial arrangements; and”

(b) Amendment to Schedule A. Annexed hereto as Schedule A is an updated Schedule A to the Trademark Agreement which hereby replaces in its entirety the existing Schedule A to Trademark Agreement.

4. Notices. All notices and other communications required to be given or made to the parties hereto shall be given or made at the respective addresses provided in or pursuant to the Loan Agreement.

5. Continued Effect of Trademark Agreement. Except as modified or terminated herein or in any other instruments or documents executed in connection herewith, (a) all terms and conditions of the Trademark Agreement shall remain in effect in accordance with their original tenor, and (b) nothing contained herein shall constitute a waiver by Congress of any of its rights and remedies, all of which rights and remedies being expressly reserved and not waived. Each agreement, covenant, representation, and warranty of the Borrower hereunder shall be deemed to be in addition to and not in substitution for the agreements, covenants, representations, and warranties previously made by the Borrower. In the event that there shall be any inconsistency between any provision of this Agreement and a provision set forth in the Trademark Agreement, the provisions contained herein shall govern.

6. Time of the Essence. Time is of the essence of each aspect of this Agreement.

7. Successors. This Agreement shall be binding upon and inure to the benefit of the Congress and the Borrower and their respective successors, heirs, and assigns, except that the Borrower may not assign or transfer any rights or obligations hereunder without the prior written consent of Congress.

8. Governing Law. This Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts, without regard to the laws governing conflicts of law.

9. Submission to Jurisdiction; Waiver of Trial by Jury.

(a) For purposes of any action or proceeding involving this Agreement, the Trademark Agreement or the Loan Agreement, the Borrower hereby submits to the jurisdiction of all federal and state courts located in the Commonwealth of Massachusetts and agrees that any order, process, notice of motion or other application to or by any of said courts or a judge thereof may be served within or without such court's jurisdiction by registered mail or by personal service, provided a reasonable time for appearance is allowed (but not less than the time otherwise afforded by any law or rule), and the Borrower hereby waives any right to contest the

appropriateness of any action brought within such jurisdiction based on lack of personal jurisdiction, improper venue or forum non conveniens.

(b) THE BORROWER HEREBY KNOWINGLY, VOLUNTARILY, AND INTENTIONALLY WAIVES (TO THE EXTENT PERMITTED BY APPLICABLE LAW) ANY RIGHT THEY MAY HAVE TO A TRIAL BY JURY OF ANY DISPUTE ARISING UNDER OR RELATING TO THIS AGREEMENT OR THE TRADEMARK AGREEMENT, AND AGREE THAT ANY SUCH DISPUTE SHALL BE TRIED BEFORE A JUDGE SITTING WITHOUT A JURY.

10. Complete Agreement, Amendments to Agreement. This Agreement, together with the Trademark Agreement, the Plan, the Confirmation Order, and the Financing Agreements contains the entire agreement among the parties with respect to the transactions contemplated hereby, and supersedes all negotiations, presentations, warranties, commitments, offers, contracts and writings prior to the date hereof relating to the subject matters hereof. This Agreement may be amended, modified, waived, discharged or terminated only by a writing signed by the Congress.

11. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall be, as to such jurisdiction, ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

12. Descriptive Headings. The captions in this Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

13. Counterparts. This Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

Signature Page to First Amendment to and Reaffirmation of
Trademark Collateral and Security Agreement

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

CONGRESS FINANCIAL CORPORATION (NEW
ENGLAND)

By:

Name:
Title:

John Huss
First Vice President

SHEPARD CLOTHING COMPANY INC.

By:

Name:

Title:

Paul D. Russell
Pres.

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss

December 10, 2002

Then personally appeared the above-named Paul D. Russell, the
President of Shepard Clothing Company Inc., a Delaware corporation and acknowledged the
foregoing instrument to be said corporation's free act and deed, before me,

Michael Hill

Notary Public

My Commission Expires: 6/20/08

COMMONWEALTH OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss

December 9, 2002

Then personally appeared the above-named John E. Huss, a First Vice Pres.
of Congress Financial Corporation (New England), a Massachusetts corporation and
acknowledged the foregoing instrument to be said corporation's free act and deed, before me,

Constance M. Richardson

Notary Public

My Commission Expires: 10/24/08

EXHIBIT A

(Trademark Agreement)

See attached.

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

AGREEMENT dated as of January 21, 1992 made by Shepard Clothing Company Inc., a Delaware corporation with a principal place of business at 800 Acushnet Avenue, New Bedford, Massachusetts 02714 ("Borrower"), in favor of Congress Financial Corporation, a California corporation with a place of business at 1133 Avenue of the Americas, New York, New York 10036, and its successors, assigns, and other legal representatives ("Secured Party").

W I T N E S S E T H:

WHEREAS, Borrower and Secured Party are parties to an Accounts Financing Agreement, dated as of the date hereof, and certain supplements, agreements and instruments entered into pursuant thereto (the "Agreement"), pursuant to which Secured Party and Borrower have agreed to certain financial arrangements; and

WHEREAS, Secured Party's willingness to enter into the Agreement is subject to the condition, among others, that Borrower execute and deliver this Trademark Collateral Assignment and Security Agreement;

NOW, THEREFORE, in consideration of the premises and for one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and in addition to, and not in limitation of, any rights of the Secured Party under the Agreement, Borrower hereby agrees for the benefit of Secured Party as follows:

1. Defined Terms. The following terms when used herein shall have the respective meanings set forth in this Section. Unless otherwise defined herein, capitalized terms set forth herein shall have such defined meanings as are in the Agreement.

"Obligations" means (i) the prompt and complete payment and performance when due of all indebtedness, obligations and liabilities of Borrower to Secured Party, now existing or hereafter incurred, arising out of or in connection with the Agreement, whether for principal, interest, fees, expenses or otherwise, and (ii) the prompt and complete payment and performance when due of all other indebtedness, obligations and liabilities of Borrower to Secured Party, whether now existing or hereafter arising, direct or indirect, absolute or contingent, secured or unsecured, matured or unmatured, joint or several, liquidated or unliquidated.

"Security Agreement" means this Trademark Collateral Assignment and Security Agreement as it may be amended, supplemented or otherwise modified.

"Trademarks" means all right, title and interest of Borrower now or hereafter owned or acquired in any and all trademarks, trade names, and service marks, including without limitation the names and marks now owned by Borrower and listed on Schedule A attached hereto, and any registrations or applications to register the same, including as to each such name and mark the goodwill of the business related thereto, and further including the rights to sue and recover for prior or later infringements thereof.

"UCC" means the Uniform Commercial Code as it may from time to time be in effect in the Commonwealth of Massachusetts or any other applicable jurisdiction.

2. Grant of Security Interest. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of all the Obligations and in order to induce Secured Party to enter into the Agreement and make the loans and extend the financial accommodations in accordance with the terms thereof, Borrower hereby sells, assigns, conveys, mortgages, pledges, hypothecates and transfers to Secured Party, and hereby grants to Secured Party a security interest in, all of Borrower's right, title and interest in, to and under the Trademarks.

3. Rights of and Limitations on Secured Party. It is expressly agreed by Borrower that Borrower shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it relating to the Trademarks. Secured Party shall not have any obligation or liability under or in relation to any Trademarks by reason of, or arising out of, this Security Agreement and Secured Party's rights hereunder, or the assignment by Borrower to Secured Party of, or the receipt by Secured Party of, any payment relating to any Trademarks, nor shall Secured Party be required or obligated in any manner to perform or fulfill any of the obligations of Borrower relating to the Trademarks or be liable to any party on account of Borrower's use of the Trademarks, and Borrower will save, indemnify and keep Secured Party harmless from and against all expense, loss or damage (including reasonable attorneys fees and expenses) suffered in connection with such obligations or use or suffered in connection with any suit, proceeding or action brought by Secured Party in connection with any Trademarks.

4. Preservation of Trademarks; Cooperation of Borrower. Without limiting the obligations of Borrower under the Agreement, Borrower shall take such actions as are necessary to preserve and maintain its rights in and to the Trademarks and any registrations therefor. Upon the request of Secured Party, Borrower shall execute, acknowledge and deliver all documents and instruments and take such other actions, including without limitation testifying in any legal or administrative proceedings, as may be necessary or desirable to preserve or enforce

Borrower's rights in and to the Trademarks or to accomplish the purposes of this Security Agreement or the Agreement.

Attached hereto as Exhibit X-1 is a form of Trademark Assignment. Simultaneously with the execution of this Security Agreement, Borrower shall execute, acknowledge and deliver to Secured Party a Trademark Assignment in the form of said Exhibit X-1 covering the Trademarks listed on Schedule A, and from time to time hereafter while the Agreement is in effect, upon request of Secured Party, Borrower shall execute, acknowledge and deliver further Trademark Assignments to Secured Party in the form of Exhibit X-1 or such other form as Secured Party shall request; provided, however, that any such Trademark Assignment executed pursuant to this paragraph shall be of no force and effect unless and until an Event of Default shall have occurred and Secured Party shall have elected to exercise its rights in and to any such Trademarks.

5. Secured Party's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints Secured Party and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in Secured Party's discretion, for the purpose of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments that may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives Secured Party the power and right, on behalf of Borrower, without notice to or assent by Borrower to do the following:

(i) to apply for and prosecute any applications for recording or registrations of any Trademarks, and to file any affidavits or other documents necessary or desirable to preserve, maintain or renew any such registrations;

(ii) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to enforce any right in respect of any Trademark; to defend any suit, action or proceeding brought against Borrower with respect to any Trademark; to settle, compromise or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Secured Party may deem appropriate;

(iii) upon the occurrence of an Event of Default and during its continuance, to sell, assign, pledge, transfer, or otherwise dispose of or make any agreement with respect to or otherwise deal with any of the Trademarks as fully and completely as though Secured Party were the absolute owner thereof for all purposes;

(iv) to do, at Secured Party's option and Borrower's expense, at any time or from time to time, all acts and things that Secured Party deems necessary to protect, preserve or realize upon the Trademarks and Secured Party's security interests therein, in order to effect the intent of this Security Agreement; and

(v) to execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Secured Party may in its sole discretion determine.

Borrower hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) The powers conferred on Secured Party hereunder are solely to protect the interests of Secured Party in the Trademarks and shall not impose any duty upon Secured Party to exercise any such powers. Secured Party shall be accountable only for amounts that it actually receives as a result of the exercise of such powers, and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own willful misconduct taken or omitted in bad faith.

6. Performance by Secured Party of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and Secured Party, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of Secured Party incurred in connection with such performance or compliance shall be paid by Borrower on demand and until so paid shall be added to the principal amount of the Loans and shall bear interest (calculated on the basis of a 360-day year for the actual days elapsed) at the same rate as the Loans.

7. Events of Default. The occurrence of any of the following shall constitute an Event of Default:

(a) Borrower's failure to pay any amount on the date or in the manner required hereunder;

(b) Borrower's default in the due performance or observance of any other covenant, condition or provision to be performed or observed by it hereunder;

(c) The occurrence of an Event of Default under the Agreement.

8. Remedies, Rights Upon Default. If an Event of Default occurs and is continuing:

(a) Secured Party may exercise for the benefit of Secured Party, in addition to all other rights and remedies granted in the Agreement, in this Security Agreement, and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the UCC.

(b) To the extent that it may lawfully do so, Borrower agrees that it will not at any time insist upon, plead or in any manner whatsoever claim or take the benefit or advantage of any appraisement, valuation, stay, extension or redemption laws, or any law permitting it to direct the order in which the Trademarks or any part thereof shall be sold, now or at any time hereafter in force, which may delay, prevent or otherwise affect the performance or enforcement of this Security Agreement or the Obligations and hereby expressly waives all benefit or advantage of any such laws and covenants that it will not hinder, delay or impede the execution of any power granted or delegated to Secured Party in this Security Agreement, but will suffer and permit the execution of every such power as though no such laws were in force.

(c) Borrower shall be responsible for any and all reasonable expenses, including reasonable attorneys' fees and expenses, incurred or paid by Secured Party in protecting or enforcing any rights of Secured Party hereunder. Secured Party shall also have the right to pay all other sums deemed necessary or desirable by it for the preservation and protection of the Trademarks, or for the realization thereupon, including taxes, insurance, application and renewal fees, and any other fees or costs. All such sums so paid by Secured Party shall be "Obligations" within the meaning of this Security Agreement, due upon demand.

9. Notices. Except as otherwise specified herein, all notices, requests, demands or other communications to or on Borrower or Secured Party shall be in writing (including teletransmissions), and shall be given or made, as provided in the Agreement.

10. Severability. Any provision herein that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

11. No Waiver of Rights. No failure to exercise nor any delay in exercising, on the part of Secured Party, any right, remedy, power or privilege hereunder shall operate as a waiver

thereof; nor shall any single or partial exercise of any right, remedy, power, or privilege operate as a waiver of any further or complete exercise thereof. No waiver shall be effective unless in writing. No waiver or condonation of any breach on one occasion shall be deemed a waiver or condonation on any other occasion.

12. Cumulative Remedies. This Security Agreement and the obligations of Borrower hereunder are in addition to and not in substitution for any other obligations or security interests now or hereafter held by Secured Party and shall not operate as a merger of any contract or debt or suspend the fulfillment of or affect the rights, remedies, powers, or privileges of Secured Party in respect of any obligation or other security interest held by it for the fulfillment thereof. The rights and remedies provided hereunder are cumulative and not exclusive of any other rights or remedies provided by law or under the Agreement.

13. Successors. This Security Agreement shall be binding upon and inure to the benefit of Borrower, Secured Party and their respective successors and assigns, except that Borrower may not assign or transfer its rights or obligations hereunder without the prior written consent of Secured Party. Secured Party may from time to time assign its rights and delegate its obligations, in which event Borrower shall only have recourse to the assignee for the performance of Secured Party's obligations that have been so delegated.

14. Governing Law. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth of Massachusetts.

15. No Oral Modification. None of the terms or provisions of this Security Agreement may be waived, altered, modified or amended except by an instrument in writing, duly executed by Secured Party.

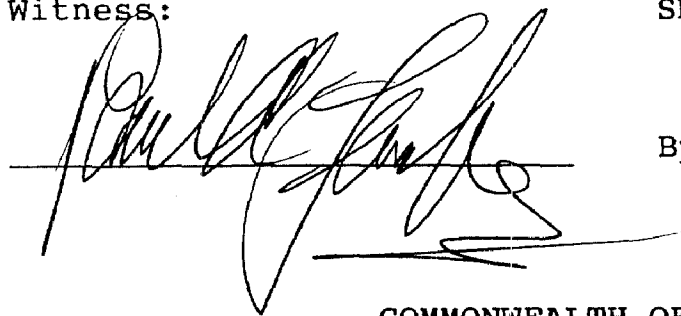
16. Counterparts. This Security Agreement may be executed by one or more of the parties on any number of separate counterparts, and all of said counterparts taken together shall be deemed to constitute one and the same instrument.

17. Descriptive Headings. The captions in this Security Agreement are for convenience of reference only and shall not define or limit the provisions hereof.

IN WITNESS WHEREOF, Borrower has caused this Security Agreement to be executed by its duly authorized officer as of the date first written above.

Witness:

SHEPARD CLOTHING COMPANY INC.



By: Paul D. Kussell
Name:
Title: President

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

January 21, 1992

Then personally appeared the above named Paul D. Kussell and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said corporation, before me,

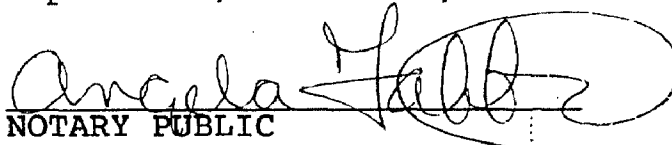

NOTARY PUBLIC
MY COMMISSION EXPIRES:
12/12/97

EXHIBIT X-1
FORM OF
ASSIGNMENT OF TRADEMARKS

(See Next Page)

ASSIGNMENT OF TRADEMARKS

For one dollar (\$1.00) and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Shepard Clothing Company Inc. a Delaware corporation with a principal place of business at 800 Acushnet Avenue, New Bedford, Massachusetts 02741 (the "Seller"), hereby transfers, conveys and assigns to Congress Financial Corporation, a California corporation with an address of 1133 Avenue of Americas, New York, New York 10036, all of the Seller's rights, title and interest in and to the trademarks or service marks listed on Schedule A attached hereto (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the registrations therefor and including all rights to sue and recover for past infringements of said Trademarks and the registrations therefor.

SHEPARD CLOTHING COMPANY INC.

By: _____
Name: _____
Title: _____
Dated: _____

ACKNOWLEDGEMENT

Commonwealth of Massachusetts)
County of Suffolk) January __, 1992

On this day before me appeared _____, who, being by me duly sworn, did say that he/she is the _____ of Shepard Clothing Company Inc., and acknowledged the foregoing to be his/her free act and deed and the free act and deed of said corporation.

Notary Public
My Commission Expires:

SCHEDULE A

SHEPARD CLOTHING COMPANY INC.

HOUSE LABELS

HUNT VALLEY

BROOKLEIGH

CRAIG SCOTT

BOBBSHIRE #1,269,343

GUY ROSSI

AVANT GARDE

CUSTOM CLOTHES

EMILE DUVAL

OAKMONT

RACONTEUR

CABRINI #1,281,099

WALL STREET

NEW ENGLAND

WELSHMOOR TWEED

BERWICK TWEEDS #1,400,460

JLK/SHEPARD/AB7

SCHEDULE A

SHEPARD CLOTHING COMPANY INC. TRADEMARKS

| Trademark or Service Mark | Registration No. | Registration Date |
|----------------------------------|-------------------------|--------------------------|
| Berwick Tweeds | 1,400,460 | July 8, 1986 |
| Cabrini | 1,281,099 | June 5, 1984 |
| Saddle Creek | 2,421,207 | January 16, 2001 |
| Wall Street | 1,966,144 | April 9, 1996 |
| Wall Street Collection | 1,729,448 | November 3, 1992 |
| Dobbshire | 1,269,343 | March 6, 1984 |

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January 7, 2003

VIA CERTIFIED MAIL
RETURN RECEIPT REQUESTED

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

**Re: First Amendment to and Reaffirmation of
Trademark Collateral and Security Agreement**

Dear Sir/Madam:

Please find enclosed the following documents:

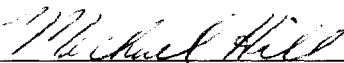
1. An originally executed Trademark Recordation Form Cover Sheet; and
2. An executed Trademark Security Agreement (copy).

To satisfy the PTO's administrative fees for recording the Trademark Security Agreement against each Trademark listed on the Recordation Form Cover Sheet, I have further enclosed a check in the amount of \$165.00.

Thank you for your assistance in this matter. Please call me if you have any questions or comments.

Very truly yours,

BROWN RUDNICK BERLACK ISRAELS LLP

By: 
Michael A. Hill

Enclosures

cc: Jeffery L. Keffer, Esq. (w/ encl.)
Brendan C. Recupero, Esq. (w/o encl.)

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One Financial Center
Boston, Massachusetts 02111
617.856.8200
fax 617.856.8201
www.brownrudnick.com

Offices: New York | London | New York | Providence

RECORDED: 01/13/2003

TRADEMARK
REEL: 002649 FRAME: 0753