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

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):

I.C. Isaacs & Company L.P.

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

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other Amended and Restated Security Agmt.

Execution Date: 12/20/2002

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 of 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) 76/462403

B. Trademark Registration No.(s) 1,461,978; 1,985,425

Additional number(s) attached Yes No

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

Name: Otterbourg, Steindler, Houston

Internal Address: & Rosen, P.C.

Attn: Michael J. Loesberg, Esq.

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved:

3

7. Total fee (37 CFR 3.41).....\$ 90.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michael J. Loesberg Name of Person Signing

Signature

Date

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

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

01/30/2003 BIAZI 00000106 76462403

01 FC:0521 40.00 DP 02 FC:0522 50.00

TRADEMARK REEL: 002661 FRAME: 0146

**AMENDED AND RESTATED TRADEMARK
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIS AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement"), dated December 20, 2002, is by and between I.C. ISAACS & COMPANY L.P., a Delaware limited partnership ("Debtor"), with its chief executive office at 3840 Bank Street, Baltimore, Maryland 21224, and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor is the owner of the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Secured Party and Debtor have entered into certain financing arrangements pursuant to which Secured Party made loans and advances and provided other financial accommodations to Debtor as set forth in the Accounts Financing Agreement [Security Agreement], dated June 16, 1992, between Secured Party and Debtor, as amended (the "Accounts Agreement"), the Covenant Supplement to Accounts Financing Agreement [Security Agreement], dated June 16, 1992, between Secured Party and Debtor, as amended (the "Covenant Supplement"), the Inventory and Equipment Security Agreement Supplement to the Accounts Financing Agreement [Security Agreement], dated as of June 16, 1992, between Secured Party and Debtor, as amended (the "Inventory and Equipment Agreement"), the Trade Financing Agreement Supplement to the Accounts Financing Agreement [Security Agreement], dated as of June 16, 1992, between Secured Party and Debtor, as amended (the "Trade Financing Agreement Supplement"), the letter re Inventory Loans, dated December 31, 1994, between Secured Party and Debtor, as amended (the "Inventory Loan Letter") and all supplements thereto, and all other agreements, documents and instruments related thereto and executed in connection therewith (collectively, all of the foregoing, as the same now exist or may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Existing Financing Agreements");

WHEREAS, in order to induce Secured Party to enter into the Existing Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor agreed to grant to Secured Party a security interest in and lien upon certain trademarks, trade names, terms, designs and applications therefor as set forth in the Trademark Collateral Assignment and Security Agreement, dated June 16, 1992, between Debtor and Secured Party, and recorded in the United States Patent and Trademark Office on June 29, 1992 on Reel 0878, Frame 165 (the "Existing Trademark Assignment");

WHEREAS, Secured Party has agreed to continue the financing arrangements with Debtor pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Amended and Restated Loan and Security Agreement, dated of even date herewith, by and between Secured Party and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, the parties hereto have agreed to amend and restate the Existing Trademark Assignment on the terms and conditions set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed 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 country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuations and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (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; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights

hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or the subject of pending applications, in the United States Patent and Trademark Office, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in the Information Certificate (as defined in the Loan Agreement).

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Debtor to Secured Party set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interests in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor shall notify Secured Party promptly if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall reasonably determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, to maintain such application and registration of the Trademarks as Debtor's property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's knowledge, there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party if any litigation or proceeding is commenced by or against Debtor with respect to the validity or enforceability of any of the Trademarks. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action if reasonably necessary for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all reasonable expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the indebtedness of Debtor to Secured Party set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis in accordance with applicable law.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses

which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Debtor to Secured Party set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of laws or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed

to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. ACKNOWLEDGMENT AND RESTATEMENT

(a) Debtor hereby acknowledges, confirms and agrees that Secured Party has and shall continue to have a security interest in and lien upon the Collateral heretofore granted to Secured Party pursuant to the Existing Trademark Assignment to secure the Obligations, as well as any Collateral granted under this Agreement or under any of the other Financing Agreements or otherwise granted to or held by Secured Party.

(b) The liens and security interests of Secured Party in the Collateral shall be deemed to be continuously granted and perfected from the earliest date of the granting and perfection of such

liens and security interests, whether under the Existing Trademark Assignment, this Agreement or any of the other Financing Agreements.

(c) Debtor hereby acknowledges, confirms and agrees that: (i) the Existing Trademark Assignment has been duly executed and delivered by Debtor and is in full force and effect as of the date hereof and (ii) the agreements and obligations of Debtor contained in the Existing Trademark Assignment constitute the legal, valid and binding obligations of Debtor against it in accordance with their respective terms and Debtor has no valid defense to the enforcement of such obligations and (iii) Secured Party is entitled to all of the rights and remedies provided for in the Existing Trademark Assignment.

(d) Except as otherwise stated in Section 7(a) hereof and this Section 7(d), as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Trademark Assignment are hereby amended and restated in their entirety, and as so amended and restated, replaced and superseded by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement and the other Financing Agreements, except that nothing herein or in the other Financing Agreements shall impair or adversely affect the continuation of the liability of Debtor for the Obligations heretofore granted, pledged and/or assigned to Secured Party. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the Indebtedness and other obligations and liabilities of Debtor evidenced by or arising under the Existing Financing Agreements, and the liens and security interests securing such Indebtedness and other obligations and liabilities, which shall not in any manner be impaired, limited, terminated, waived or released.

8. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:	I.C. Isaacs & Company L.P. 3840 Bank Street Baltimore, Maryland 21224 Attention: Mr. Eugene C. Wielepski
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If to Secured Party: Congress Financial Corporation
1133 Avenue of the Americas
New York, New York 10036
Attention: Portfolio Manager

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 8(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

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

I.C. ISAACS & COMPANY L.P.

By: I.C. Isaacs & Company, Inc., general partner

By:  _____

Title: CEO & President

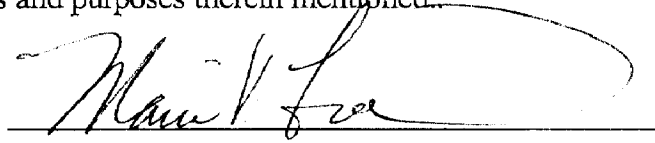
CONGRESS FINANCIAL CORPORATION

By:  _____

Title: Vice President

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

On this 18th day of December, 2002, before me personally came Robert J. Arnot, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of I.C. Isaacs & Company, Inc., a Delaware corporation, that said corporation is the general partner of I.C. Isaacs & Company L.P., a Delaware limited partnership, the company 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, and that he acknowledged to me that said instrument was executed by said corporation as the act and deed of said partnership for the uses and purposes therein mentioned.



Notary Public

Maria V Feinman
Notary Public State of New York
No. 01FE6038827
Qualified in New York County
Commission Expires March 20, 20 *20*

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

On this 26 day of December, 2002, before me personally came THOMAS A. ROBINSON, to me known, who, being duly sworn, did depose and say, that he is the J.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, 2003

EXHIBIT A
TO
AMENDED AND RESTATED TRADEMARK
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Registration Number</u>	<u>Country</u>	<u>Registration Date</u>	<u>Next Action Due</u>
GIBSON ISLE	1,461,978	United States	October 20, 1987	October 20, 2007
I.C. ISAACS	1,985,425	United States	July 9, 1996	July 9, 2006
LORD-ISAACS	989,010	United States	July 23, 1974	July 23, 2004
CRESTLINE	786,446	United States	March 9, 1965	March 9, 2005
PHD.	642,677	United States	March 12, 1957	March 12, 2007
ALL-WAYS PREST	823,417	United States	January 31, 1967	January 31, 2007
OVER THE TOP	597,641	United States	November 2, 1954	November 2, 2004
UBX	42278	African Nation	February 24, 2002 (filing date)	February 24, 2010
UBX URBAN EXPEDITION	42277	African Nation	February 24, 2002 (filing date)	February 24, 2010
UBX	059808	Algeria	March 6, 2000	March 6, 2010
UBX URBAN EXPEDITION	059809	Algeria	March 6, 2001	March 6, 2010
LORD ISAACS	408877	Canada	February 26, 1993	February 26, 2008
MISCELLANEOUS DESIGN	1585305	China	June 14, 2001	June 14, 2006
UBX	1597202	China	July 7, 2001	July 7, 2004
UBX URBAN EXPEDITION	1597201	China	July 7, 2001	July 7, 2004
UBX URBAN EXPEDITION	1.168.418	European Union	November 5, 2001	
UBX	135088	Israel	September 4, 2001	September 4, 2003
UBX URBAN EXPEDITION	135089	Israel	September 4, 2001	September 4, 2003
UBX	57492	Jordan	April 17, 2000	April 17, 2003
UBX EXPEDITION	57317	Jordan	April 17, 2000	April 17, 2003
UBX	83036	Lebanon	March 30, 2000	March 30, 2015
UBX URBAN EXPEDITION	83037	Lebanon	March 30, 2000	March 30, 2015
UBX	72976	Morocco	April 3, 2000	April 3, 2005
UBX URBAN EXPEDITION	72977	Morocco	April 3, 2000	April 3, 2005

UBX URBAN EXPEDITION	203.503	Norway	June 29, 2000	
UBX	28313	Sudan	September 11, 2001	September 11, 2006
UBX URBAN EXPEDITION	476.114	Switzerland	September 13, 2000	
MISCELLANEOUS DESIGN	26392	United Arab EMR	October 31, 2000	May 15, 2005
UBX	26390	United Arab EMR	October 31, 2000	May 15, 2005
UBX URBAN EXPEDITION	26391	United Arab EMR	October 31, 2000	May 15, 2005

<u>Trademark Application</u>	<u>Application/Serial Number</u>	<u>Country</u>	<u>Application Date</u>
LORD ISAACS	76/462403	United States	October 22, 2002
MISCELLANEOUS DESIGN	132654	Egypt	May 9, 2000
UBX	1.425.016	European Union	December 15, 1999
MISCELLANEOUS DESIGN	96010769009	Lebanon	May 15, 2000
UBX URBAN EXPEDITION	2000/02544	South Africa	February 18, 2000
UBX URBAN EXPEDITION	28314	Sudan	February 20, 2000

EXHIBIT B
TO
AMENDED AND RESTATED TRADEMARK
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF _____)
) ss.:
COUNTY OF _____)

KNOW ALL MEN BY THESE PRESENTS, that I.C. ISAACS & COMPANY L.P., a Delaware limited partnership ("Debtor"), having an office at 3840 Bank Street, Baltimore, Maryland 21224, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION ("Secured Party"), and each of its officers, 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 of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: December __, 2002

I.C. ISAACS & COMPANY L.P.

By: I.C. Isaacs & Company, Inc., general partner

By: _____

Title: _____

STATE OF _____)
) ss.:
COUNTY OF _____)

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 I.C. Isaacs & Company, Inc., a Delaware corporation, that said corporation is the general partner of I.C. Isaacs & Company L.P., a Delaware limited partnership, the company 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, and that he acknowledged to me that said instrument was executed by said corporation as the act and deed of said partnership for the uses and purposes therein mentioned..

Notary Public

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

**230 PARK AVENUE
NEW YORK, NY 10169-0075**

**TELEPHONE: (212) 661-9100
TELECOPIER: (212) 682-6104**

MICHAEL J. LOESBERG
ADMITTED IN NEW YORK AND NEW JERSEY
mloesberg@oshr.com

January 29, 2003

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office
Office of Public Records
Attn: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, VA 22202

Re: Congress Financial Corporation with I.C. Isaacs & Company L.P.

Dear Sir/Madam:

In connection with the above-referenced matter, we enclose an original Recordation Form Cover Sheet "Trademarks Only", together with an original Amended and Restated Trademark Collateral Assignment and Security Agreement, dated December 20, 2002, by I.C. Isaacs & Company L.P. in favor of Congress Financial Corporation. Check no. 18431, made payable to the Commissioner of Patents and Trademarks in the amount of \$90.00, the proper filing fee, is annexed thereto.

Kindly acknowledge receipt of the foregoing on the enclosed copy of this letter annexed hereto and return same in the self addressed stamped envelope.

If you have any questions with regard to this matter, please do not hesitate to call me.


**TRADEMARK
REEL: 002661 FRAME: 0163**

U.S. Patent and Trademark Office
January 29, 2003
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Thank you for your prompt attention to this matter.

Very truly yours,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.



Michael J. Loesberg

Encl.

RECEIPT ACKNOWLEDGED:

By: _____

Title: _____