

02-14-2003

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



102366587 ▼

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

2-14-03 ▼

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

1. Name of conveying party(ies):
BRAUN OF CALIFORNIA, INC.

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

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

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 12/27/2002

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: **87**

7. Total fee (37 CFR 3.41).....\$ 2,190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____

02/18/2003 BYRNE 00000005 76250546
01 FC:8521 40.00 OP
02 FC:8522 2150.00 OP

DO NOT USE THIS SPACE

9. Signature. _____
Helen M. Linehan
Name of Person Signing

Helen M. Linehan 2/13/03
Signature Date

Total number of pages including cover sheet, attachments, and document: **25**

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

TRADEMARK
REEL: 002670 FRAME: 0914

Continuation of:

1. Name of conveying party (ies):

Gump's Corp. - a corporation - California

Silhouettes LLC - a limited liability company - Delaware

Hanover Company Store, LLC - a limited liability company - Delaware

Domestications, LLC - a limited liability company - Delaware

The Company Store Group, LLC - a limited liability company - Delaware

**EXHIBIT A
TO
RECORDATION COVER SHEET**

**TRADEMARK
APPLICATION NUMBERS**

76/258546
78/157,774
75/905,711
78/152,488
78/152,490
78/178,393

**TRADEMARK
REGISTRATION NUMBERS**

1,450,915
1,206,768
1,043,613
2,064,167
1,365,700
1,968,264
1,421,579
1,706,850
1,103,620
2,525,123
2,159,174
2,132,951
2,515,810
2,615,314
1,534,391
1,584,123
1,755,458
1,376,030
2,261,160
2,316,335
1,291,159
1,261,013
1,435,631
1,571,385
2,576,958
2,279,031
2,583,271
2,374,280
1,771,023
515,064

512,182
516,417
526,051
506,525
513,332
506,994
516,418
523,729
2,540,352
2,377,252
1,719,091
1,913,986
1,417,842
1,526,821
2,226,305
1,697,698
2,084,136
2,498,097
2,032,691
2,310,788
2,380,374
2,323,186
2,310,789
2,272,024
1,751,917
2,331,017
1,263,272
1,284,377
2,550,343
2,573,439
2,648,867
2,554,434
2,450,057
2,027,155
2,274,635
968,358
2,300,870
1,384,266
1,857,730
2,285,376
1,431,912
2,094,622
2,396,201
2,269,946
2,626,383

2,622,209
2,047,950
1,389,046
1,394,017
2,440,657
2,619,596

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

THIRD AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment") made as of the 27th day of December 2002, is by and among BRAWN OF CALIFORNIA, INC., a California corporation ("Brawn"), GUMP'S CORP., a California corporation ("Gump's" and together with Brawn, collectively, "Existing Debtors" and each individually an "Existing Debtor"), SILHOUETTES, LLC, a Delaware limited liability company ("Silhouettes LLC"), HANOVER COMPANY STORE, LLC, a Delaware limited liability company ("HCS LLC"), DOMESTICATIONS, LLC, a Delaware limited liability company ("Domestications LLC"), THE COMPANY STORE GROUP, LLC, a Delaware limited liability company ("CSG LLC"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"). Existing Debtors, together with Silhouettes LLC, HCS LLC, Domestications LLC and CSG LLC, 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 Debtors, certain affiliated companies of Existing Debtors 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 September 30, 1998, and Second Amendment to Trademark Collateral Assignment and Security Agreement, dated as of February 28, 2000 (the "Trademark Security Agreement"), pursuant to which Existing Debtors and such affiliated companies granted to Secured Party a security interest in and to the Collateral;

WHEREAS, Existing Debtors, Silhouettes LLC, HCS LLC, Domestications LLC, certain of their affiliated companies and Secured Party have entered into the Twelfth Amendment to Loan and Security Agreement, dated as of September 30, 1998 (the "Twelfth Amendment to Loan Agreement"), pursuant to which, among other things, Silhouettes LLC, HCS LLC and Domestications LLC were added as "Borrowers" under, and became parties to, the Loan Agreement;

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 and Security Agreement"), pursuant to which, among other things, CSG LLC has been or is about to be added

as a "Borrower" under the financing arrangements of Secured Party with Debtors and certain of their affiliates, and CSG LLC has become or is about to become a party to the Loan Agreement;

WHEREAS, in connection with the reorganization of certain Debtors and affiliates of Debtors (the "Hanover 2002 Reorganization"), Hanover Brands, Inc., a Delaware corporation ("Hanover Brands"), has merged or is about to merge with and into CSG LLC, with CSG LLC as the surviving corporation of such merger (the "Hanover Brands/CSG LLC Merger"), and immediately upon the effectiveness of the Hanover Brands/CSG LLC Merger, CSG LLC will own all the right, title and interest in and to all of the trademarks, trademark applications and related assets of Hanover Brands, subject to the security interest and lien of Secured Party;

WHEREAS, immediately after the effectiveness of the Hanover Brands/CSG LLC Merger, CSG LLC shall have transferred, conveyed and assigned all of CSG LLC's right, title and interest in and to certain of the trademarks, trademark applications and related assets of CSG LLC to Existing Debtors, Silhouettes LLC, HCS LLC and Domestications LLC, pursuant to the Hanover 2002 Reorganization; and

WHEREAS, in order to induce Secured Party to enter into the Twenty-Third Amendment to Loan and Security 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, each of Silhouettes LLC, HCS LLC, Domestications LLC and CSG LLC 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 Silhouettes LLC's, HCS LLC's, Domestications LLC's and CSG LLC's now existing or hereafter acquired right, title, and interest in and to: (i) all of Silhouettes LLC's, HCS LLC's, Domestications LLC's and CSG LLC'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 each of Silhouettes LLC, HCS LLC, Domestications LLC and CSG LLC set forth on Exhibit A annexed hereto and made a part hereof (the "Third 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 any of Silhouettes LLC, HCS LLC, Domestications LLC and CSG LLC 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 "Third Amendment Additional Collateral").

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

(ii) The definition of "Debtor" and "Debtors" is hereby amended to include, in addition and not by way of limitation, each of Silhouettes LLC, HCS LLC, Domestications LLC and CSG and their respective successors and assigns.

(iii) The definition of "Obligations" is hereby amended to include, in addition and not by way of limitation, the Obligations of Silhouettes LLC, HCS LLC, Domestications LLC and CSG LLC under the Loan Agreement, as amended by the Twenty-Third Amendment to Loan Agreement.

(iv) The definition of "Trademarks" is hereby amended to include, in addition and not by way of limitation, the Third 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 Powers of Attorney. Each of Silhouettes LLC, HCS LLC, Domestications LLC and CSG LLC 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.

BRAWN OF CALIFORNIA, INC.

By: _____

Title: _____

GUMP'S CORP.

By: _____

Title: _____

SILHOUETTES, LLC

By: _____

Title: _____

HANOVER COMPANY STORE, LLC

By: _____

Title: _____

DOMESTICATIONS, LLC

By: _____


Title: _____

THE COMPANY STORE GROUP, LLC

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION

By:  _____

Title:  _____

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

BRAWN OF CALIFORNIA, INC.

By: [Signature]

Title: Vice President

GUMP'S CORP.

By: [Signature]

Title: Vice President

SILHOUETTES, LLC

By: [Signature]

Title: Vice President

HANOVER COMPANY STORE, LLC

By: [Signature]

Title: Vice President

DOMESTICATIONS, LLC

By: [Signature]

Title: Vice President

THE COMPANY STORE GROUP, LLC

By: [Signature]

Title: Vice President

CONGRESS FINANCIAL CORPORATION

By: [Signature] *NA Sent 11/24/20*

Title: _____

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

On this *24th* day of December, 2002, before me personally came Brian C. Harriss, to me known, who being duly sworn, did depose and say, that he is the Vice President of BRAUN OF CALIFORNIA, INC., 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.

Sarah Hewitt

Notary Public
SARAH HEWITT
Notary Public, State of New York
No. 31-4780160
Qualified in New York County
Commission Expires September 4, 2005

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

On this *24th* day of December, 2002, before me personally came Brian C. Harriss, to me known, who being duly sworn, did depose and say, that he is the Vice President of GUMP'S CORP., 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.

Sarah Hewitt

Notary Public

SARAH HEWITT
Notary Public, State of New York
No. 31-4780160
Qualified in New York County
Commission Expires September 4, 2005

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

On this *27th* day of December, 2002, before me personally came Brian C. Harriss, to me known, who being duly sworn, did depose and say, that he is the Vice President of SILHOUETTES, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the members of said limited liability company.

Sarah Hewitt

Notary Public

SARAH HEWITT
Notary Public, State of New York
No. 31-4780160
Qualified in New York County
Commission Expires September 4, 2005

YORK

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

On this *24th* day of December, 2002, before me personally came Brian C. Harriss, to me known, who being duly sworn, did depose and say, that he is the Vice President of HANOVER COMPANY STORE, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the members of said limited liability company.

Sarah Hewitt

Notary Public
SARAH HEWITT
Notary Public, State of New York
No. 31-4780160
Qualified in New York County
Commission Expires September 4, 2005

YORK

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

On this *24th* day of December, 2002, before me personally came Brian C. Harriss, to me known, who being duly sworn, did depose and say, that he is the Vice President of DOMESTICATIONS, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the members of said limited liability company.

Sarah Hewitt

Notary Public
SARAH HEWITT
Notary Public, State of New York
No. 31-4780160
Qualified in New York County
Commission Expires September 4, 2005

YORK

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

On this *24th* day of December, 2002, before me personally came Brian C. Harriss, to me known, who being duly sworn, did depose and say, that he is the Vice President of THE COMPANY STORE GROUP, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the members of said limited liability company.

Sarah Hewitt

Notary Public
SARAH HEWITT
Notary Public, State of New York
No. 31-4780160
Qualified in New York County
Commission Expires September 4, 2005

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

On this 27 day of December, 2002, before me personally came ERIC STORZ
to me known, who, being duly sworn, did depose and say, that he is the A.W.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, 2005

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

TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF BRAWN OF CALIFORNIA, INC.

REGISTERED TRADEMARKS AND SERVICE MARKS OF BRAWN OF CALIFORNIA, INC.

<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>AFFIDAVIT/ RENEWAL DATE</u>
AMERICAN VIEW	US	25	1,450,915	August 4, 1987	August 4, 2007
BODY TECH and Design	US	25, 42	1,206,768	August 31, 1982	August 31, 2012
BRAWN	US	25	1,043,613	July 13, 1976	July 13, 2006
DÉCOR IM	US	16	2,064,167	May 20, 1997	May 20, 2003
FREIGHTER	US	25	1,365,700	October 15, 1985	October 15, 2005
GREAT FINDS	US	42	1,968,264	April 16, 1996 Decl. 8 & 15 - accepted.	April 16, 2006
H.I.M.	US	16	1,421,579	December 16, 1986	December 16, 2006
INTERNATIONAL MALE	US	25	1,706,850	August 11, 1992 Renewed '02	August 11, 2012
INTERNATIONAL MALE	US	42	1,103,620	October 3, 1978	October 3, 2008
INTERNATIONAL MALE	US	35 online retail store services	2,525,123	January 1, 2002	January 1, 2008
INTERNATIONAL MALE, STYLE AS INDIVIDUAL AS YOU	US	16	2,159,174	May 19, 1998	May 19, 2004
INTERNATIONAL MALE, STYLE AS INDIVIDUAL AS YOU and Design	US	42	2,132,951	January 27, 1998	January 27, 2004
MAXIMUM EXPOSURE	US	35 mail order catalog services	2,515,810	December 4, 2001	December 4, 2007
MAXIMUM EXPOSURE	US	35 for online retail store services in field of clothing.	2,615,314	September 3, 2002	September 3, 2008
MEN AMERICA	US	25	1,534,391	April 11, 1989	April 11, 2009
MEN AMERICA	US	42	1,584,123	February 20, 1990	February 20, 2010
ONIONSKINS	US	25	1,755,458	March 2, 1993	March 2, 2003
ONIONSKINS and Design	US	25	1,376,030	December 17, 1985	December 17, 2005

OUTTAKES	US	16, 35	2,261,160	July 13, 1999	July 13, 2005
SHAPE ENHANCER	US	25	2,316,335	February 8, 2000	February 8, 2006
SOCCER and Design	US	25	1,291,159	August 21, 1984	August 21, 2004
TACTICS	US	25	1,261,013	December 13, 1983	December 13, 2013
UNDERGEAR	US	25	1,435,631	April 7, 1987	April 7, 2007
UNDERGEAR	US	42	1,571,385	December 12, 1989	December 12, 2009
*CONTOUR	US	25	2,576,958	June 11, 2002	June 11, 2008
LIMITED QUANTITIES UNLIMITED STYLE	US	35	2,279,031	September 21, 1999	September 21, 2005
MAXIMUM EXPOSURE	US	3, 14, 25	2,583,271	June 18, 2002	June 18, 2008
THE SOCK	US	25	2,374,280	August 8, 2000	August 8, 2006
INTERNATIONAL MALE	BRAZIL	39	200016784	12/4/01	December 4, 2011
INTERNATIONAL MALE	BRAZIL	38	821089200	6/4/02	June 4, 2012
UNDERGEAR	BRAZIL	14	821029525	10/1/02	October 1, 2012
UNDERGEAR	BRAZIL	16	821029517	2/19/02	February 19, 2012
UNDERGEAR	BRAZIL	25	821029509	2/13/02	February 13, 2012
UNDERGEAR	BRAZIL	38	821029487	12/11/01	December 11, 2011
INTERNATIONAL MALE	AUSTRALIA	14, 25, 28, 35	760996	4/30/98	April 30, 2008
UNDERGEAR	AUSTRALIA	14, 25, 28, 35	761397	5/5/98	May 5, 2008
UNDERGEAR	AUSTRALIA	FR142		10/8/96	October 8, 2006
INTERNATIONAL MALE	BENELUX	25	398611	2/28/84	February 28, 2004
INTERNATIONAL MALE	BERMUDA	14	29909	7/22/98	July 22, 2005
INTERNATIONAL MALE	BERMUDA	25	29910	7/22/98	July 22, 2005
INTERNATIONAL MALE	BERMUDA	35	29911	7/22/98	July 22, 2005
INTERNATIONAL MALE	BERMUDA	38	29912	7/22/98	July 22, 2005
INTERNATIONAL MALE	BERMUDA	39	29913	7/22/98	July 22, 2005
UNDERGEAR	BERMUDA	14	30107	9/30/98	September 30, 2005
UNDERGEAR	BERMUDA	16	30108	9/30/98	September 30, 2005
UNDERGEAR	BERMUDA	25	30109	9/30/98	September 30, 2005
UNDERGEAR	BERMUDA	35	30110	9/30/98	September 30, 2005
UNDERGEAR	BERMUDA	38	30111	9/30/98	September 30, 2005
UNDERGEAR	BERMUDA	39	30112	9/30/98	September 30, 2005
AMERICAN VIEW & Device	CANADA	42	411920	4/30/93	April 30, 2008
INTERNATIONAL MALE	CANADA	25	306774	9/6/85	September 6, 2015
INTERNATIONAL MALE	CANADA	42	414637	7/16/93	July 16, 2008
UNDERGEAR	CANADA	35	477017	5/29/97	May 29, 2012
INTERNATIONAL MALE	FRANCE	25	12669-93	3/29/84	March 28, 2004
INTERNATIONAL MALE, STYLE AS INDIVIDUAL AS YOU & Device	GERMANY	16, 25, 42	2911077	8/18/95	October 15, 2004
INTERNATIONAL MALE	HONG KONG	25	B14690/99	11/24/99	July 2, 2005
INTERNATIONAL MALE	HONG KONG	35	B0387/00	3/7/00	July 2, 2005
UNDERGEAR	HONG KONG	25	B13928/99	11/11/99	June 30, 2005
UNDERGEAR	HONG KONG	35	B13929/99	11/11/99	June 30, 2005
UNDERGEAR	HONG KONG	14	8935/99	7/15/99	June 30, 2005
UNDERGEAR	HONG KONG	16	8936/99	7/15/99	June 30, 2005

INTERNATIONAL MALE	JAPAN	24, 25	1860323	5/30/86	May 30, 2006
INTERNATIONAL MALE	JAPAN	14, 25, 35, 38, 39	4450959	02/02/01	February 2, 2011
UNDERGEAR	JAPAN	14, 16, 35, 38, 39	4478734	6/1/01	June 1, 2011
INTERNATIONAL MALE	MALAYSIA	38	98009181	4/5/02	August 6, 2008
INTERNATIONAL MALE	MALAYSIA	35	98009183	5/11/02	August 6, 2008
UNDERGEAR	MALAYSIA	25	98/09419	11/13/01	August 13, 2008
UNDERGEAR	MALAYSIA	35	98/09420	2/9/02	August 13, 2008
UNDERGEAR	MALAYSIA	14	98009421	7/9/02	August 13, 2008
INTERNATIONAL MALE	MEXICO	25	429194	1/13/93	April 23, 2012
INTERNATIONAL MALE	MEXICO	42	429195	1/13/93	April 23, 2012
UNDERGEAR	MEXICO	42	428572	12/29/92	April 23, 2012
INTERNATIONAL MALE	NEW ZEALAND	14	294260	2/8/00	June 24, 2005
INTERNATIONAL MALE	NEW ZEALAND	25	294261	2/8/00	June 24, 2005
INTERNATIONAL MALE	NEW ZEALAND	35	294262	9/7/00	June 24, 2005
UNDERGEAR	NEW ZEALAND	35	302751	10/7/02	December 15, 2005
UNDERGEAR	NEW ZEALAND	25	302750	10/7/02	December 15, 2005
INTERNATIONAL MALE	RUSSIAN FEDERATION	25, 42	131650	8/28/95	May 17, 2004
INTERNATIONAL MALE	SINGAPORE	14	T98/06754E	7/7/98	July 7, 2008
INTERNATIONAL MALE	SINGAPORE	25	T98/06755C	7/7/98	July 7, 2008
INTERNATIONAL MALE	SINGAPORE	38	T98/06757Z	7/7/98	July 7, 2008
INTERNATIONAL MALE	SINGAPORE	39	T98/06758H	7/7/98	July 7, 2008
INTERNATIONAL MALE	SINGAPORE	35	T9806756A	7/7/98	July 7, 2008
UNDERGEAR	SINGAPORE	14	T98/06759F	7/7/98	July 7, 2008
UNDERGEAR	SINGAPORE	25	T98/06761H	7/7/98	July 7, 2008
UNDERGEAR	SINGAPORE	16	T98/06760Z	7/7/98	July 7, 2008
UNDERGEAR	SINGAPORE	35	T98/06762F	7/7/98	July 7, 2008
UNDERGEAR	SINGAPORE	38	T98/06763D	7/7/98	July 7, 2008
UNDERGEAR	SINGAPORE	39	T98/06764B	7/7/98	July 7, 2008
UNDERGEAR	AUSTRALIA	25	719142	10/8/96	October 8, 2006
UNDERGEAR	EUROPEAN COMMUNITY	25, 39	125591	5/15/02	April 1, 2006
UNDERGEAR	NEW ZEALAND	25	268304	1/24/02	October 15, 2003
UNDERGEAR	SWITZERLAND	25	440096	4/24/97	June 20, 2006
UNDERGEAR	UNITED KINGDOM	25	2002829	9/20/96	November 26, 2004

TRADEMARK AND SERVICE MARK APPLICATIONS OF BRAWN OF CALIFORNIA, INC.

<u>TITLE</u>	<u>COUNTRY</u>	<u>CLASS</u>	<u>SERIAL. NO.</u>	<u>MAILING OR FILING DATE</u>
UNDERGEAR	US	35 online retail store services	76/258546	5/17/01
UNDERGEAR	BRAZIL	39	200017314	8/31/98

UNDERGEAR	BRAZIL	35	821029495	8/31/98
UNDERGEAR	MALAYSIA	16	98/09418	8/13/98
UNDERGEAR	UNITED KINGDOM	14, 25, 35, 38, 39	2184362	12/14/98
INTERNATIONAL MALE	BRAZIL	14	821089188	9/17/98
INTERNATIONAL MALE	BRAZIL	35	821089218	9/17/98
INTERNATIONAL MALE	MALAYSIA	14	98/09184	8/6/98
INTERNATIONAL MALE	MALAYSIA	39	98/09182	8/6/98
INTERNATIONAL MALE	MALAYSIA	25	98/09180	8/6/98

TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF GUMP'S CORP.

REGISTERED TRADEMARKS AND SERVICE MARKS OF GUMP'S CORP.

TITLE	COUNTRY	CLASS	REG. NO.	REG. DATE	AFFIDAVIT/ RENEWAL DATE
GUMP'S	US	4, 6, 14, 16, 20, 21, 24, 31, 36, 37, 41, 42	1,771,023	May 18, 1993	May 18, 2003
GUMP'S	US	20	515,064	September 13, 1949	September 13, 2009
GUMP'S	US	25	512,182	July 12, 1949	July 12, 2009
GUMP'S (Stylized)	US	21	516,417	October 18, 1949	October 18, 2009
GUMP'S (Stylized)	US	11	526,051	June 6, 1950	June 6, 2010
GUMP'S (Stylized)	US	14	506,525	February 8, 1949	February 8, 2009
GUMP'S (Stylized)	US	20	513,332	August 9, 1949	August 9, 2009
GUMP'S (Stylized)	US	16	506,994	February 22, 1949	February 22, 2009
GUMP'S (Stylized)	US	21	516,418	October 18, 1949	October 18, 2009
GUMP'S (Stylized)	US	20, 21	523,729	April 11, 1950	EXPIRED
GUMP'S	US	35	2,540,352	February 19, 2002	February 19, 2008
GUMP'S BY MAIL INTERIORS, & Design	US	35	2,377,252	August 15, 2000	August 15, 2006
GUMP'S GALLERY	US	42	1,719,091	September 22, 1992	September 22, 2012
THE RARE, THE UNIQUE, THE IMAGINATIVE	US	42	1,913,986	August 22, 1995	August 22, 2005
GUMP'S	CANADA	14, 16, 20, 21, 35	552,765	10/22/01	October 22, 2016
GUMP'S	EUROPEAN COMMUNITY	14, 16, 20, 21, 35, 38, 39	917633	3/10/00	August 13, 2008

TRADEMARK AND SERVICE MARK APPLICATIONS OF GUMP'S CORP.

TITLE	COUNTRY	CLASS	SERIAL. NO.	MAILING OR FILING DATE
SANTA-BY-THE-BAY	US	16 (cards & stat), 28 (Xmas décor), 35 (retail store svcs)	78/157,774	August 26, 2002

TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF SILHOUETTES, LLC

REGISTERED TRADEMARKS AND SERVICE MARKS OF SILHOUETTES, LLC

TITLE	COUNTRY	CLASS	REG. NO.	REG. DATE	AFFIDAVIT/ RENEWAL DATE
NIGHT 'N DAY INTIMATES	US	42	1,417,842	November 18, 1986	November 18, 2006
SILHOUETTES	US	16	1,526,821	February 28, 1989	February 28, 2009
STYLE BEYOND SIZE	US	35	2,226,305	February 23, 1999	February 23, 2005
TWEEDS	US	25, 42	1,697,698	June 30, 1992	June 30, 2012
WOMEN GIVING BACK	US	42	2,084,136	July 29, 1997	July 29, 2003
SILHOUETTES	US	35	2,498,097	October 16, 2001	October 16, 2007

TRADEMARK AND SERVICE MARK APPLICATIONS OF SILHOUETTES, LLC

None

TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF HANOVER COMPANY STORE, LLC

REGISTERED TRADEMARKS AND SERVICE MARKS OF HANOVER COMPANY STORE, LLC

TITLE	COUNTRY	CLASS	REG. NO.	REG. DATE	AFFIDAVIT/ RENEWAL DATE
AMERIDOWN	US	24	2,032,691	January 21, 1997	Jan 21, 2007
COMPANY COTTON	US	24	2,310,788	January 25, 2000	January 25, 2006
COMPANY KIDS	US	24, 27	2,380,374	August 29, 2000	August 29, 2006
COMPANY TOTS	US	24	2,323,186	February 29, 2000	February 29, 2006
KIDCALE	US	24	2,310,789	January 25, 2000	January 25, 2006
LOUNGE-A-ROUND	US	20, 24	2,272,024	August 24, 1999	August 24, 2005
PLATINUM WHITE GOOSE DOWN	US	22	1,751,917	February 9, 1993	February 9, 2003
ST. TROPEZ	US	24	2,331,017	March 21, 2000	March 21, 2006
THE COMPANY STORE	US	42	1,263,272	January 3, 1984	January 3, 2004
THE COMPANY STORE	US	24, 25	1,284,377	July 3, 1984	July 3, 2004
TCS	US	20, 24	2,550,343	March 19, 2002	March 19, 2008
THE COMPANY STORE	US	35 online retail store services	2,573,439	May 28, 2002	May 28, 2008
COMPANY KIDS	US	35 online retail store services	2,648,867	November 12, 2002	November 12, 2008

TRADEMARK AND SERVICE MARK APPLICATIONS OF HANOVER COMPANY STORE, LLC

None

TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF DOMESTICATIONS, LLC

REGISTERED TRADEMARKS AND SERVICE MARKS OF DOMESTICATIONS, LLC

TITLE	COUNTRY	CLASS	REG. NO.	REG. DATE	AFFIDAVIT/ RENEWAL DATE
AMERICA'S AUTHORITY IN HOME FASHIONS	US	42	2,554,434	April 2, 2002	April 2, 2008
CASHMINA	US	24 [adding a class 2/_/01 for furniture covers]	2,450,057	May 8, 2001	May 8, 2007
CLEARANCE WORLD	US	42	2,027,155	December 31, 1996	December 31, 2006
CLEARANCEWORLD	US	35	2,274,635	August 31, 1999	August 31, 2005
*COLONIAL GARDEN KITCHENS	US	42	968,358	September 11, 1973	September 11, 2003
COMFORT BY DESIGN	US	20, 24	2,300,870	December 14, 1999	December 14, 2005
DOMESTICATIONS	US	16	1,384,266	February 25, 1986	February 25, 2006
DOMESTICATIONS	US	24	1,857,730	October 11, 1994	October 11, 2004
DOMESTICATIONS	US	16, 20, 21, 27, 35	2,285,376	October 12, 1999	October 12, 2005
HANOVER HOUSE	US	16	1,431,912	March 10, 1987	March 10, 2007
SLEEPY TEES	US	24	2,094,622	September 9, 1997	September 9, 2003
SOFTESSENCE	US	24	2,396,201	October 17, 2000	October 17, 2006
STUDIO COLLECTION	US	20, 24	2,269,946	August 10, 1999	August 10, 2005
ROYAL PASHMINA	US	24 [throws]	2,626,383	September 24, 2002	September 24, 2008
LOFTAIRE	US	22,24 Microfiber batting used for bedding in Class 22; comforters in Class 24.	2,622,209	September 17, 2002	September 17, 2008
COTTON BRILLIANCE	US	24	2,047,950	March 25, 1997	March 25, 2003

TRADEMARK AND SERVICE MARK APPLICATIONS OF DOMESTICATIONS, LLC

TITLE	COUNTRY	CLASS	SERIAL NO.	MAILING OR FILING DATE
PLUSH PERFORMANCE	US	24, 25 [towels, robes]	75/905,711	January 28, 2000
COTTON CANDY	US	19, 20, 24, 27	78/152,488	August 8, 2002 - as ITU
DREAM CLUB	US	19, 20, 24, 27	78/152,490	August 8, 2002 - as ITU
CASHMINA	US	24	78/178,393	October 25, 2002

TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF THE COMPANY STORE GROUP, LLC

REGISTERED TRADEMARKS AND SERVICE MARKS OF THE COMPANY STORE GROUP, LLC

TITLE	COUNTRY	CLASS	REG. NO.	REG. DATE	AFFIDAVIT/ RENEWAL DATE
MATURE WISDOM	US	16	1,389,046	April 8, 1986	April 8, 2006
TAPESTRY	US	16	1,394,017	May 20, 1986	May 20, 2006
TEL.E.FRIEND	US	35	2,440,657	April 3, 2001	April 3, 2007
CONNECTING THE E WORLD WITH THE REAL WORLD	US	35, 38, 42	2,619,596	September 17, 2002	September 17, 2008
THE COMPANY STORE	JAPAN	24, 25	2001556	11/20/87	November 20, 2007
THE COMPANY STORE & Device	JAPAN	16, 20, 24, 25, 35, 38, 39	4455008	02/23/01	February 23, 2011
THE COMPANY STORE	CANADA	24, 25, 35, 42	380605	3/1/91	March 1, 2006
SMYTHE & CO	JAPAN	16	2558667	7/30/93	July 30, 2003
SMYTHE & CO	JAPAN	25	2565944	8/31/93	August 31, 2003
SMYTHE & CO	JAPAN	25	2612403	12/24/93	December 24, 2003
TWEEDS	JAPAN	16	2558666	7/30/93	July 30, 2003
TWEEDS	JAPAN	25	4153052	6/5/98	June 5, 2008
TWEEDS	UNITED KINGDOM	16, 35, 38, 39	2171166	7/1/98	July 1, 2008

TRADEMARK AND SERVICE MARK APPLICATIONS OF THE COMPANY STORE GROUP, LLC

TITLE	COUNTRY	CLASS	SERIAL. NO.	MAILING OR FILING DATE
SOFTESSENCE	CANADA	24	879299	5/26/98

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

LICENSES

BRAWN OF CALIFORNIA, INC.

None

GUMP'S CORP.

None

SILHOUETTES, LLC

None

HANOVER COMPANY STORE, LLC

Royalty Free Malden Mills Fabrics Trademark(s) License Agreement (USA) dated as of April 1, 2002 between Hanover Company Store, LLC and Malden Mills Industries, Inc.

DOMESTICATIONS, LLC

None

THE COMPANY STORE GROUP, LLC

None

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

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

KNOW ALL MEN BY THESE PRESENTS, that _____ (“Debtor”), having an address at _____, 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, Brawn of California, Inc., Gump’s Corp., Silhouettes, LLC, Hanover Company Store, LLC, Domestications, LLC and The Company Store Group, LLC, as amended by First Amendment to Trademark Collateral Assignment and Security Agreement, dated as of September 30, 1998, Second Amendment to Trademark Security Agreement, dated as of February 28, 2000, and Third 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

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

230 PARK AVENUE
NEW YORK, NY 10169-0075

ELEN M. LINEHAN
elinehan@oshr.com

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

February 5, 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, Virginia 22202

Re: Congress Financial Corporation with Hanover Direct, Inc.

Dear Madam/Sir:

We enclose Recordation Form Cover Sheet - Trademarks Only - with Third Amendment to Trademark Collateral Assignment and Security Agreement, dated December 27, 2002, by and among Brawn of California, Inc., Gump's Corp., Silhouettes LLC, Hanover Company Store, LLC, Domestications, LLC, The Company Store Group, LLC and Congress Financial Corporation.

Also enclosed is check number 11699 in the amount of \$2,190.00, in payment of the recordation fee for the above listed security agreement, dated February 11, 2003 and payable to the Commissioner of Patents & Trademarks.

Please record the security agreement and Congress' security interest in the trademarks of the entities listed above.

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

If you have any questions or comments with respect to the enclosures or the foregoing, please call us collect at (212) 661-9100.

Thank you for your attention.

Very truly yours,

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



Helen M. Linehan
Paralegal

Encls.

cc: Matthew J. Miller, Esq.

RECEIPT ACKNOWLEDGED

By: _____

Title: _____