

05-09-2003



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

102444107

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

1. Name of conveying party(ies): 4-17-03 BROOKS BROTHERS, INC. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

2. Name and address of receiving party(ies) Name: UNICREDITO ITALIANO Internal Address: NEW YORK BRANCH Street Address: 375 Park Avenue City: New York State: NY Zip: 10152 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [] Corporation-State [x] Other New York Branch of an Italian Banking Corporation 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 [x] Security Agreement [] Change of Name [] Other Execution Date: 12/28/01

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See Full Listing Attached Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Anthony S. Cannatella, Esq. Internal Address: Pavia & Harcourt LLP Street Address: 600 Madison Avenue City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 86 7. Total fee (37 CFR 3.41): \$2,165.00 [x] 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. Eugene Feola Name of Person Signing Secretary Eugene Feola Signature Secretary March 28, 2003 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

05/08/2003 6TON11 0000069 772479

01 FC:0521 40.00 DP 02 FC:0522 2125.00 DP

TRADEMARK REEL: 002724 FRAME: 0417

REGISTRATIONS

ITEM NO.	REGISTRATION NO.	TRADEMARK	REGISTRATION DATE
1	772,479	"346"	06/30/64
2	640,370	THE SIGN OF THE GOLDEN FLEECE BROOKS BROTHERS (AND DESIGN)	01/22/57
3	276,855	POLO	10/28/30
4	1,949,837	DESIGN ONLY (HANGING LAMB)	01/23/96
5	1,796,589	DESIGN ONLY (HANGING LAMB IN CIRCLE)	10/05/93
6	1,796,512	DESIGN ONLY (HANGING LAMB IN CIRCLE)	10/05/93
7	404,792	BROOKS BROTHERS ESTABLISHED 1818 (AND DESIGN)	12/21/43
8	404,790	BROOKS BROTHERS ESTABLISHED 1818 (AND DESIGN)	12/21/43
9	404,683	BROOKS BROTHERS ESTABLISHED 1818 (AND DESIGN)	12/14/43
10	404,625	BROOKS BROTHERS ESTABLISHED 1818 (AND DESIGN)	12/07/43
11	1,839,876	BROOKS BROTHERS	06/14/94
12	1,835,798	BROOKS BROTHERS	05/10/94
13	1,835,478	BROOKS BROTHERS	05/10/94
14	1,771,690	BROOKS BROTHERS	05/18/93
15	1,750,407	BROOKS BROTHERS	02/02/93
16	667,458	BROOKS BROTHERS	09/23/58
17	1,562,925	PEAL	10/31/89
18	1,354,158	BROOKS-BLEND	08/13/85
19	1,033,956	BROOKS-AIRE	02/17/76
20	2,439,280	BB (SHIELD AND DESIGN)	03/27/01
21	2,185,431	BB 1818 BROOKS BROTHERS	09/01/98

ITEM NO.	REGISTRATION NO.	TRADEMARK	REGISTRATION DATE
22	2,187,215	BB 1818	09/08/98
23	867,673	BROOKS BROTHERS (SCRIPT)	04/01/69
24	282,734	GOLF	04/28/31
25	1,683,557	THE GOLDEN FLEECE COLLECTION (AND DESIGN)	04/21/92
26	1,949,836	GOLDEN FLEECE (AND DESIGN)	01/23/96
27	177,574	GOLDEN FLEECE (AND DESIGN)	12/18/23
28	1,908,540	GOLDEN FLEECE	08/01/95
29	1,372,655	FEATHERTWEED	11/26/85
30	585,767	BROOKSWEAVE (SCRIPT)	02/16/54
31	781,452	BROOKSTWEED	12/08/64
32	1,291,279	BROOKSUEDE	08/21/84
33	2,498,929	BROOKS STRETCH	10/16/01
34	1,432,985	BROOKS LISLE	03/17/87
35	103,992	DESIGN ONLY (HANGING LAMB DESIGN)	04/27/15
36	840,920	BROOKSEASE	12/19/67
37	1,905,025	BROOKSCLOTH SHIRT COLLECTION	07/11/95
38	1,232,809	BROOKSCLOTH	03/29/83
39	2,498,978	THE BROOKS CARD	10/16/01
40	1,640,545	PEAL & CO.	04/09/91
41	1,533,110	PEAL & CO.	04/04/89
42	2,523,247	BROOKS BASICS	10/25/01
43	1,007,938	BROOKSGATE	04/01/75
44	2,150,803	DESIGN ONLY (HANGING LAMB)	04/14/98
45	2,439,280	BB SHIELD AND DESIGN	3/27/01
46	1,433,488	REPP	3/24/87

APPLICATIONS

ITEM NO.	APPLICATION NO.	TRADEMARK	FILING DATE
1	75/824,347	346	10/15/99
2	78/042,658	BROOKS LOOKS	01/10/01
3	75/824,346	346 BASICS	10/15/99
4	78/043,424	DIGITAL TAILORING	1/16/01
5	78/043,423	DIGITAL TAILOR	01/16/01
6	75/824,348	346 SPORTS	10/15/99
7	76/249,858	ADVANTAGE CHINO	05/02/01
8	76/042,494	SB3	05/05/00
9	76/093,173	346	07/20/00
10	78/042,662	BROOKSLADIES	01/10/01
11	78/042,669	BROOKSGIRLS	01/10/01
12	78/042,671	BROOKSMAIL	01/10/01
13	78/042,668	BROOKSSUIT	01/10/01
14	78/042,667	BROOKSMEN	01/10/01
15	76/002,856	BB (STYLIZED)	03/17/00
16	78/042,664	BROOKSTEENS	01/10/01
17	76/246,075	BBWOMAN	04/25/01
18	78/042,661	BROOKSWOMEN	01/10/01
19	78/042,660	BROOKSKIDS	01/10/01
20	78/060,954	BROOKSSTORM	4/28/01
21	78/042,659	BROOKSBOYS	01/16/01
22	76/231,211	BROOKS FLEX	3/27/01
23	78/053,283	BROOKS SHIRTS	03/15/01
24	78/053,282	BROOKSBROTHERS.COM	3/15/01
25	76/246,076	BBWOMEN	4/25/01
26	78/042,665	BROOKSMAN	01/10/01
27	76/008,012	BROOKS BONUS	03/23/00

ITEM NO.	APPLICATION NO.	TRADEMARK	FILING DATE
28	76/024,023	BROOKS BROTHERS 346 PERFORMANCE	4/12/00
29	76/024,283	BROOKS BROTHERS 346	4/12/00
30	76/024,284	BROOKS BROTHERS PERFORMANCE	04/12/00
31	75/814,554	BBSHIRTS.COM	10/04/99
32	76/002,549	BBSHIRTS	03/17/00
33	75/806,141	BROOKS JR.	09/22/99
34	76/249,859	BROOKS BROTHERS MAKERS	05/02/01
35	78/050,718	SB 2	02/28/01
36	76/264,303	BROOKS PERFORMANCE	05/29/01
37	78/175,685	BROOKSWEATHER	10/17/02
38	78/153,511	BROOKS CLASSICS	8/12/02
39	78/042,666	BROOKSJACKET	1/10/01
40	78/167,919	BROOKSCOOL	9/25/02

AMENDED AND RESTATED SECURITY AGREEMENT

THIS AMENDED AND RESTATED SECURITY AGREEMENT dated as of March 28, 2003, by and between UniCredito Italiano – New York Branch, with offices at 375 Park Avenue, New York, New York 10152-0099 (the “Bank”), Retail Brand Alliance, Inc., a Delaware corporation, formerly known as “Casual Corner Group, Inc.,” with offices at 100 Phoenix Avenue, Enfield, Connecticut 06082 (the “Borrower”), and Brooks Brothers, Inc., a Delaware corporation, with offices at 346 Madison Avenue, New York, New York (“Brooks Brothers”).

W I T N E S S E T H:

WHEREAS, the Bank and the Borrower are parties to the Letter Agreement dated December 27, 2000, as amended by (i) a First Amendment to Credit Facility, dated as of September 6, 2001 (the “First Amendment”) and (ii) a Second Amendment to Credit Facility, dated November 5, 2001 (the “Second Amendment”), (the Letter Agreement, as so amended, the “Amended Letter Agreement”), pursuant to which Bank extended Borrower an evergreen credit facility (the “Credit Facility”), as well as a certain bridge loan facility (the “BB Facility”) to be used solely to fund the acquisition of Brooks Brothers; and

WHEREAS, the loans drawn under the Credit Facility are evidenced by a Promissory Note dated December 27, 2000 in the amount of \$175 million dollars, and loans drawn under the BB Facility are evidenced by a BB Loan Note dated November 5, 2001 in the amount of \$375 million dollars (collectively, the “Existing Notes”); and

WHEREAS, in order to secure the Borrower’s obligations under the Amended Letter Agreement and Existing Notes, (i) the Bank and the Borrower are parties to the Security Agreement dated December 28, 2001 (“Security Agreement”) under which the Borrower has granted the Bank a first priority security interest in certain assets of Brooks Brothers (the “BB Pledged Assets”) and all the voting shares of Brooks Brothers (the “Pledged BB Shares), and acknowledged that Delfin S.r.l. has granted the Bank a security interest in twenty-four million shares of Luxottica S.p.A (the “Pledged Luxottica Shares”) pursuant to a Pledge Agreement dated November 2, 2001, and (ii) the Bank and Brooks Brothers are parties to a Negative Pledge Agreement dated December 28, 2001 (“Negative Pledge Agreement”) under which Brooks Brothers has covenanted and agreed not to create or permit to exist any lien on any of the voting securities it owns in Brooks Brothers Japan Ltd. (“BB Japan”) without the prior written consent of the Bank; and

WHEREAS, the Borrower wishes to increase the existing evergreen Credit Facility and refinance the BB Facility by i) increasing the secured evergreen Credit Facility from \$175 million to \$285 million, evidenced by a Revolving Loan Note dated March 28, 2003, pursuant to the Amended and Restated Letter Agreement dated March 28, 2003 (“Amended Credit Facility”) and ii) borrowing a secured term loan in the amount of \$200 million (“Term

Loan”), evidenced by a Term Loan Note dated March 28, 2003, pursuant to the Term Loan Term Loan Agreement dated March 28, 2003 (“Term Loan Agreement”); and

WHEREAS, to secure the obligations under the Amended Credit Facility, Revolving Loan Note, Term Loan Agreement and Term Loan Note, the Borrower and Brooks Brothers have agreed to affirm, amend and restate the Security Agreement and Negative Pledge Agreement in a single Amended and Restated Security Agreement hereunder

NOW, THEREFORE, the parties hereby covenant and agree as follows:

1. Definitions.

a. All capitalized terms used but not otherwise defined herein shall have the respective meanings ascribed to them in the Amended Letter Agreement.

b. “Affiliate” means, as to any person or entity, any other person or entity that, directly or indirectly, controls, is under common control with, or is controlled by, that person or entity. For purposes of this definition, “control” (including, with its correlative meanings, the terms “controlled by” and “under common control with”), as used with respect to any person or entity, shall mean the possession, directly or indirectly, of the power to direct or cause the direction of the management and policies of such person or entity, whether through the ownership of voting securities or by contract or otherwise.

c. “Lien” means any lien, charge, encumbrance, security interest, mortgage, option, pledge, right of use, or restriction of any kind.

d. “Luxottica Shares” means collectively,

(i) the Twenty Six Million (26,000,000) shares of ordinary stock of Luxottica Group S.p.A., an Italian corporation (“Luxottica”), having a par value of Euro 0.060 per share, deposited under share deposit account number 5063 dip 6720 with UniCredit Banca D’Impresa Milano Cordusio Branch (“UBI Cordusio”), with a market value as quoted on the Milan Stock Exchange at the date of signing and delivery of the Term Loan Agreement, of at least Two Hundred Eighty-Six Million U.S. Dollars (\$286,000,000), and

(ii) the Twenty One Million (21,000,000) shares of ordinary stock of Luxottica Group S.p.A., an Italian corporation (“Luxottica”), having a par value of Euro 0.060 per share, deposited under share deposit account number 5063 dip 6720 with UniCredit Banca D’Impresa Milano Cordusio Branch (“UBI Cordusio”), with a market value as quoted on the Milan Stock Exchange at the date of signing and delivery of the Amended Credit Facility, of at least Two Hundred Thirty Million U.S. Dollars (\$230,000,000).

e. “Pledge Agreement” means that certain Pledge Agreement by and between Delfin S.r.l., and the Bank, dated March 28, 2003, and in the form of Exhibit B to the Term Loan Agreement and Exhibit C to the Amended Credit Facility pursuant to which (i)

certain Luxottica Shares described under Section (d)(i) above are pledged as collateral with respect to the Term Loan, and (ii) certain Luxottica Shares described under Section (d)(ii) above are pledged as collateral with respect to the Amended Credit Facility.

f. “Pledged Shares” means the Luxottica Shares, the Pledged BB Shares and the Negative Pledged BB Japan Shares.

2. Grant of Security Interest. To secure the payment and performance by the Borrower of all obligations and indebtedness to the Bank under the Term Loan Agreement, the Term Loan Note, the Amended Credit Facility, the Revolving Loan Note, and this Amended and Restated Security Agreement, and any other related loan documents to which it is party (collectively, the “Obligations”), the Borrower and Brooks Brothers, collectively and individually, to the extent applicable, hereby grant to the Bank a continuing security interest in all of its right, title and interest in and to the following described property, now existing or hereafter created or acquired (the “BB Collateral”):

a. the Luxottica Shares; The Bank and the Borrower acknowledge that:

(i) the Luxottica Shares described in Section (d)(i) above have been deposited under share deposit account number 5063 dip 6720 with UBI Cordusio pursuant to the Pledge Agreement and the Borrower has caused Delfin S.r.l. to grant to the Bank a security interest in such Luxottica Shares in order to secure the payment and performance of the Borrower’s obligations with respect to the Term Loan under the Term Loan Agreement and the Term Loan Note, and

(ii) the Luxottica Shares described in Section (d)(ii) above have been deposited under share deposit account number 5063 dip 6720 with UBI Cordusio pursuant to the Pledge Agreement and the Borrower has caused Delfin S.r.l. to grant to the Bank a security interest in such Luxottica Shares in order to secure the payment and performance of the Borrower’s obligations with respect to the Amended Credit Facility and the Revolving Loan Note.

b. the BB Pledged Assets; The “BB Pledged Assets” are all of the assets of Brooks Brothers which are owned, directly or indirectly, by the Borrower, consisting of all real, personal, tangible and intangible property of Brooks Brothers, and including, without limitation:

i. All machinery, tools, chattels, appliances, equipment, fixtures, furnishings, office supplies, motor vehicles, and other tangible personal property owned by Brooks Brothers, and all additions, substitutions and replacements thereof, wherever located;

ii. All quantities of inventory of merchandise of Brooks Brothers, and all additions, substitutions and replacements thereof, wherever located;

iii. All office supplies, furniture and other tangible personal property owned by Brooks Brothers (and not otherwise included in subsections (i) or (ii) of this Section 2(b)), and all additions, substitutions and replacements thereof;

iv. All owned real property, including, without limitation, the factories located in Kinston (Lenior County) and Garland (Sampson County), North Carolina;

v. all contract rights, agreements, leases (whether of real or personal property), arrangements, and general intangibles and/or commitments of Brooks Brothers;

vi. All net accounts receivable (trade accounts receivable) and all notes receivable of the Borrower arising out of the sale and delivery of products or services;

vii. All registered and common law trademarks, trade names, copyrights and other intellectual property rights of Brooks Brothers; and

viii All products or proceeds of any of the foregoing.

c. the Pledged BB Shares; all of the voting securities of Brooks Brothers, all of which have been delivered to the Bank (or the Bank's designee) and held in pledge.

3. Negative Pledge. To secure the payment and performance by the Borrower of all obligations and indebtedness to the Bank under the Term Loan Agreement, the Term Loan Note, the Amended Credit Facility, the Revolving Loan Note, this Amended and Restated Security Agreement, and any other related loan documents to which it is a party (collectively, the "Obligations"), the Borrower hereby covenants and agrees that it will not create or permit to exist any Lien on any of the voting securities it owns in BB Japan, consisting of fifty-one percent (51%) of the issued and outstanding voting securities of BB Japan (the "Negative Pledged BB Japan Shares").

4. Delivery of Shares.

a. The Borrower has, upon execution and delivery of this Amended and Restated Security Agreement, delivered absolute dominion and control of those certificates of stock evidencing the Pledged BB Shares (the "Certificates") to the Bank (or the Bank's designee) and such stock certificates have been duly endorsed in blank or have attached to each of them a duly executed stock power in blank. Borrower does hereby assign the Certificates to the Bank as its true and lawful attorney to act for it and in its name, place and stead to cause the Certificates and the Shares to be transferred on the books of Brooks Brothers to the name of the Bank, as pledgee, as hereafter provided.

b. The Bank shall hold the Certificates in New York as security for the performance of the Term Loan, Term Loan Note, the Amended Credit Facility, and the Revolving Loan Note, and shall not at any time, without the written consent of the Borrower dispose of the Certificates or encumber the same except as may be otherwise provided herein.

5. Indirect Assets as BB Collateral. In the event that any property which is described in Section 2 hereof and which is intended by the Bank and the Borrower to be part of the BB Collateral, but which is not directly owned or controlled by the Borrower (an "Indirect Asset"), and is owned or controlled by an Affiliate of the Borrower (the "Subsidiary"), then Borrower shall cause such Subsidiary to execute, deliver, and/or file in all appropriate jurisdictions such documents and instruments as may be necessary and appropriate to grant to the Bank a continuing, first priority security interest in such Indirect Asset, subject only to Permitted Liens. The Borrower further acknowledges and agrees that its failure to cause the Subsidiary to take the aforementioned actions shall be a material breach hereof, as well as a failure of the conditions precedent under the Term Loan Agreement and the Amended Credit Facility. Notwithstanding the foregoing, the BB Collateral shall not include the voting securities or the assets of BB Japan or of Brooks Brothers USA HK Ltd. ("BB Hong Kong").

6. Representations and Warranties. The Borrower and Brooks Brothers, each as indicated, make the following representations and warranties to the Bank, all of which are true and correct on the date hereof and shall continue to be true during the term of this Amended and Restated Security Agreement:

a. The Borrower is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

b. Brooks Brothers is a corporation duly organized, validly existing and in good standing under the laws of the State of Delaware.

c. The Borrower has the power and authority, and has taken all necessary corporate action to authorize, execute, deliver and perform this Amended and Restated Security Agreement in accordance with its terms and to consummate the transactions contemplated herein.

d. Brooks Brothers has the power and authority, and has taken all necessary corporate action to authorize, execute, deliver and perform this Amended and Restated Security Agreement in accordance with its terms and to consummate the transactions contemplated herein.

e. The Borrower is the sole and absolute owner, directly or indirectly, of the BB Pledged Assets and the Pledged BB Shares, free and clear of any Liens of any kind or any rights of third parties, other than those Liens created by the Bank and existing as of the date hereof and for Permitted Liens.

f. Brooks Brothers is the sole and absolute owner of the BB Pledged Assets, free and clear of any Liens of any kind or any rights of third parties other than those Liens created by the Bank and existing as of the date hereof and for Permitted Liens. Brooks Brothers is the sole and absolute owner of the Negative Pledged BB Japan Shares, free and clear of any Liens of any kind or any rights of third parties.

g. This Amended and Restated Security Agreement creates a valid security interest in favor of the Bank in the BB Collateral perfected, superior and prior in right to all claims of creditors of the Borrower and to all other Liens in respect thereof, except for Permitted Liens and except for those Liens which inure to the benefit of the Bank or its assigns, and which secure to the Bank the performance of the Obligations by the Borrower and Brooks Brothers.

h. When fully executed and delivered, this Amended and Restated Security Agreement will constitute a legal, valid and binding obligation of the Borrower, enforceable against the Borrower in accordance with its terms.

i. When fully executed and delivered, this Amended and Restated Security Agreement will constitute a legal, valid and binding obligation of Brooks Brothers, enforceable against Brooks Brothers in accordance with its terms.

7. Covenants of the Borrower. The Borrower and Brooks Brothers, each as indicated, hereby covenant and agree with the Bank that:

a. Prior to or simultaneously with the execution of this Amended and Restated Security Agreement, the Borrower and Brooks Brothers will execute, or will cause any relevant Subsidiary (except BB Japan or BB Hong Kong) to execute, as the case may be, and cause to be filed, in accordance with the Uniform Commercial Code then in effect, financing statements, mortgages, assignments of trademarks and/or copyrights, and such other documents or instruments, in form and substance satisfactory to the Bank, that are necessary or appropriate to perfect the Bank's security interest in the BB Collateral, and thereafter will execute and deliver such other documents (including, but not limited to, continuation statements relating to all of the above) as the Bank may reasonably require in order to perfect such security interests as specified in Section 6(g) hereof.

b. The Borrower and Brooks Brothers will (or will cause any relevant Subsidiary, except BB Japan or BB Hong Kong, to), at its sole cost and expense, perform all acts and execute all documents requested by the Bank from time to time to evidence, perfect, maintain or enforce the Bank's security interest granted herein, and to effectuate or maintain the priority thereof, or otherwise to carry out the provisions and purposes of this Amended and Restated Security Agreement.

c. The Borrower and Brooks Brothers will not, and will not permit any relevant Subsidiary to, without the Bank's prior written consent, transfer, assign or sell, or otherwise dispose of any of the BB Collateral, except in the ordinary course of business, or as otherwise permitted under the Term Loan Agreement and Amended Credit Facility, as the same may be further amended or supplemented from time to time.

d. The Borrower and Brooks Brothers will not, and will not permit any relevant Subsidiary to, create or permit to exist any Lien on any of the BB Collateral, except for Permitted Liens, or Liens in favor of the Bank.

e. The Borrower and Brooks Brothers will, and will cause any relevant Subsidiary to, pay all taxes and assessments upon the BB Collateral or its use.

f. The Borrower and Brooks Brothers will keep (or cause their Subsidiaries to keep) the BB Collateral adequately insured at all times, with responsible and reputable insurance carriers in such amounts, covering such risks and with such deductibles as are usually carried by companies engaged in similar businesses and owning similar properties in the same general area in which the Borrower operates, against loss or damage by fire and other hazards, against liability on account of damage to persons and property. All such insurance shall provide that, in the case of each separate loss, the full amount of insurance proceeds with respect thereto shall be payable to the Bank as secured party or otherwise as its interests may appear, and shall further: (i) provide for at least thirty (30) days' prior written notice to the Bank of the cancellation or substantial modification thereof; (ii) provide that, in respect of the interests of the Borrower, Brooks Brothers and the Bank, such insurance shall not be invalidated by any action or inaction of the Borrower, Brooks Brothers, or any other person or entity; (iii) insure the Bank's interests regardless of any breach of or violation by the Borrower or Brooks Brothers, or any other person or entity of any warranties, declarations, or conditions contained in such insurance; and (iv) provide that the Bank shall have the right (but not the obligation) to cure any default by the Borrower or Brooks Brothers under such insurance. The Borrower and Brooks Brothers will, from time to time at the request of the Bank, promptly furnish or cause to be furnished to the Bank evidence in form and substance reasonably satisfactory to the Bank, of the maintenance of all insurance required to be maintained hereunder, including, but not limited to, such originals or copies as the Bank may reasonably request of policies, certificates of insurance, riders and endorsements relating to such insurance and proof of premium payments.

8. Voting, Dividend and Distribution Rights. So long as: (i) Borrower is not in default hereunder, (ii) Brooks Brothers is not in default hereunder, (iii) no Event of Default has occurred under the Term Loan Agreement, the Term Loan Note, the Amended Credit Facility, the Revolving Loan Note or any other related loan document, and (iv) the Bank has not lawfully exercised its rights and remedies under Section 10 of this Amended and Restated Security Agreement to acquire full legal and beneficial title to the Pledged BB Shares, all rights to exercise any voting rights in connection with the Pledged BB Shares on any matter and to receive any and all dividends or other distributions declared or paid in connection with Pledged BB Shares shall remain with Borrower.

9. Events of Default. Any of the following shall constitute an Event of Default under this Amended and Restated Security Agreement:

a. If any representation or warranty made by the Borrower or Brooks Brothers in this Amended and Restated Security Agreement, or in any documents now or hereafter executed in connection herewith, is false in any material respect when made or when required to be true hereunder;

b. If the Borrower or Brooks Brothers shall breach, in any material respect, any of the covenants set forth in this Amended and Restated Security Agreement and does not cure such breach within five (5) days after notice thereof is given to the Borrower or Brooks Brothers;

c. If the Borrower breaches or defaults, in any material respect, under any provision of the Term Loan Agreement or Amended Credit Facility and such breach or default is not cured within the cure period, if any, specified in the Term Loan Agreement or Amended Credit Facility, as applicable.

10. Remedies Upon An Event of Default. Upon the occurrence of an Event of Default by the Borrower or Brooks Brothers, and at any time thereafter, the Bank shall have the following rights and remedies (to the extent permitted by applicable law), in addition to all rights and remedies of the Bank hereunder as of a secured party under the Uniform Commercial Code and all other applicable laws, all such rights and remedies being cumulative, not exclusive, and enforceable alternatively, successively or concurrently:

a. The Bank may declare any of the Obligations immediately due and payable, whereupon the same shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are expressly hereby waived by the Borrower and Brooks Brothers;

b. The Bank may at any time, and from time to time, with or without judicial process or the aid and assistance of others, enter upon any premises in which any BB Collateral may be located and, without resistance or interference by the Borrower or Brooks Brothers (or any relevant Subsidiary), take possession of the BB Collateral, and/or dispose of any BB Collateral on any such premises, and/or require the Borrower or Brooks Brothers (and/or any relevant Subsidiary) to assemble and make available to the Bank at the expense of the Borrower any BB Collateral at any place and time designated by the Bank which is reasonably convenient to both parties, and/or remove any BB Collateral from any such premises for the purpose of effecting sale or other disposition thereof (and if any of the BB Collateral consists of motor vehicles, the Lender may use the Borrower's, or Brooks Brothers' or the Subsidiary's (if applicable) license plates), and/or sell, resell, lease, assign and deliver, grant options for or otherwise dispose of any BB Collateral in its then condition or following any commercially reasonable preparation or processing, at public or private sale or proceedings or otherwise, by one or more contracts, in one or more parcels, at the same or different times, with or without having the BB Collateral at the place of sale or other disposition, for cash and/or credit, and upon any terms, at such place(s) and (time) and to such person or entity as the Bank deems best, all without demand, notice or advertisement whatsoever, except that where an applicable statute requires reasonable notice of sale or other disposition, the Borrower, and Brooks Brothers, on behalf of any of their Subsidiaries, hereby agree that the sending of ten (10) days' notice in the manner provided in Section 13(c) hereof shall be deemed reasonable notice thereof. The Bank may buy any BB Collateral at any public sale and, if any BB Collateral is of a type customarily sold in a recognized market or is of the type which is the subject of widely distributed standard

price quotations, the Bank may buy such BB Collateral at a private sale, and in each case may make payment therefor by any means.

c. The Bank may apply the cash proceeds actually received from any sale or other disposition of the BB Collateral to the reasonable expense of retaking, holding, preparing for sale, selling, leasing and the like, to reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by the Bank in attempting to collect the Obligations or enforce this Amended and Restated Security Agreement or in the prosecution or defense of any action or proceeding related to the subject matter of this Amended and Restated Security Agreement; and then to the Obligations in such order and as to principal or interest as the Bank may desire; and the Borrower shall remain liable and will pay the Bank on demand any deficiency remaining after the application of such cash proceeds, together with interest thereon at the highest rate then (or most recently) payable on any of the Obligations and the balance of any expenses unpaid, with any surplus to be paid to the Borrower, subject to any duty of the Bank imposed by law to the holder of any subordinate security interest in the BB Collateral known to the Bank.

d. The Bank may appropriate, set off and apply to the payment of the Obligations, any BB Collateral in or coming into the possession of the Bank or its agent, without notice to the Borrower, and in such manner as the Bank may in its discretion determine.

e. No right or remedy conferred upon the Bank in this Amended and Restated Security Agreement shall be deemed to be exclusive of any other right or remedy available to the Bank at law, in equity, by statute or otherwise.

11. Power of Attorney. The Borrower and Brooks Brothers hereby irrevocable appoint the Bank, and shall cause any Subsidiary, if applicable (except for BB Japan and BB Hong Kong), to appoint the Bank, as its true and lawful attorney-in-fact with power to:

a. execute and file on behalf of the Borrower or Brooks Brothers, as the case may be (or any Subsidiary, if applicable) any financing and/or continuation statements, copyright, trademark or service mark filings, assignments, mortgages, notices, pledges and other documents and agreements for the purpose of perfecting and maintaining the Lien and security interests granted under this Amended and Restated Security Agreement;

b. upon the occurrence of an Event of Default, to endorse the Borrower's or Brooks Brothers (or, if applicable, any Subsidiary's) name on notes, acceptances, checks, drafts or other evidence of payment on or other proceeds of any of the BB Collateral coming into the possession of the Bank, its designees or agents;

c. upon the occurrence of an Event of Default, sign Borrower's or Brooks Brothers' (or, if applicable, any Subsidiary's) name on notices to anyone obligated to pay any accounts receivable; and

d. perform all other acts reasonably necessary or desirable to effectuate the purposes of this Amended and Restated Security Agreement.

All acts done under the foregoing authorization are hereby ratified and approved (and Borrower and Brooks Brothers shall cause any Subsidiary, if applicable, to ratify and approve such acts), and neither the Bank nor any designee or agent thereof shall be liable for any acts of commission or omission, for any error of judgment or for any mistake of fact or law, provided that the Bank or any designee or agent thereof shall not be relieved of liability to the extent it is determined by a final judicial or arbitral decision that its act, error or mistake constituted wilful misconduct. This power of attorney being coupled with an interest is irrevocable while any Obligation shall remain unpaid.

12. Termination; Release. Upon the payment (or the making of provisions satisfactory to the Bank for the payment) of all Obligations, this Amended and Restated Security Agreement shall terminate, and the Bank, upon the request and at the expense of the Borrower, will:

a. execute and deliver to the Borrower a proper instrument or instruments acknowledging the satisfaction and termination of this Amended and Restated Security Agreement;

b. return the Term Loan Note marked "Cancelled";

c. return the Revolving Loan Note marked "Cancelled";

d. duly release its Liens on and security interest in the BB Collateral, and execute for filing such Termination Statements, form UCC-3 to evidence the termination of its security interest in the BB Collateral;

e. duly assign, transfer and deliver to the Borrower (without recourse and without representation and warranty, except that the Bank will represent that such BB Collateral is being reconveyed free and clear of any Lien created by or as a result of any acts of the Bank) such of the BB Collateral as may then be in the possession of the Bank and as has not theretofore been sold or otherwise applied or released pursuant to this Amended and Restated Security Agreement, together with any moneys at the time held by the Bank as security hereunder.

13. Miscellaneous Provisions.

a. Amendment and Modification. Subject to applicable law, this Amended and Restated Security Agreement may be amended, modified or supplemented only by written agreement of the Bank and the Borrower and Brooks Brothers with respect to any of the terms contained herein.

b. Waivers. No waiver, discharge or release of any provision, breach, failure or Event of Default of or under this Amended and Restated Security Agreement (or the Term Loan Agreement or the Amended Credit Facility) shall be valid or effective unless in writing and signed by the party giving such waiver or granting such discharge or release, and no specific consent, waiver, discharge or release shall constitute or be deemed or construed as a consent, waiver, discharge, or release with respect to any other provision, breach, failure or default, whether or not of similar nature. Failure on the part of any party hereto to insist in any instance upon complete and timely performance by another party hereto of any provision hereof, or to exercise any of its rights and privileges under this Amended and Restated Security Agreement, or to declare such other party in such breach or default hereunder, shall not constitute or be deemed or construed as a waiver by such party of any of its rights under this Amended and Restated Security Agreement or otherwise.

c. Notices. Any notices or other communications required to be given pursuant to this Amended and Restated Security Agreement (each, a "Notice") shall be in writing and shall be deemed given: (i) upon delivery, if by hand; (ii) after four (4) business days from postmark, if sent by express mail or from date of comparable notation if sent by air courier; (iii) six (6) business days from postmark, after being mailed, if sent by registered or certified mail, postage prepaid, return receipt requested; or (iv) upon transmission, if sent by facsimile (provided that a confirmation copy is sent in the manner provided in clause (ii) or clause (iii) of this Section 13(c) within thirty-six (36) hours after such transmission), except that if notice is received by facsimile after 5:00 p.m. on a business day at the place of receipt, it shall be effective as of the following business day. All Notices hereunder shall be given as follows:

If to the Borrower, to

Retail Brand Alliance, Inc.
100 Phoenix Avenue
Enfield, Connecticut 06082
Telefax: 860-745-9714
Telephone: 860-741-0771, Ext. 2218
Attention: Mr. Brian Baumann
Chief Financial Officer

with a copy to:

Retail Brand Alliance, Inc.
100 Phoenix Avenue
Enfield, Connecticut 06083
Telefax: 860-253-4491
Telephone: 860-741-0771, Ext. 2907
Attention: Mr. Eugene Feola, General Counsel

If to Brooks Brothers, to

Brooks Brothers, Inc.
100 Phoenix Avenue
Enfield, CT 06082
Telefax: 860-745-9714
Telephone: 860-741-0771, Ext. 2218
Attention: Mr. Brian Baumann
Chief Financial Officer

with a copy to:

Retail Brand Alliance, Inc.
100 Phoenix Avenue
Enfield, CT 06082
Telefax: 860-253-4491
Telephone: 860-741-0771, Ext. 2907
Attention: Mr. Eugene Feola, General Counsel

If to the Bank, to:

UniCredito Italiano – New York Branch
375 Park Avenue
New York, New York 10152-0099
Telefax: 212-546-9675
Telephone: 212-546-9628
212-546-9630
Attention: Mr. Nicola Longo Dente, First Vice President

with a copy to:

Pavia & Harcourt LLP
600 Madison Avenue
New York, New York 10022
Telefax: 212-980-3185
Telephone: 212-980-3500
Attention: Mario Gazzola, Esq.

or at such other address (or to such other individual's attention), or to such other telefax number, as shall be specified by like Notice.

d. Binding Effect; Assignment. This Amended and Restated Security Agreement shall be binding upon and inure to the benefit of the parties and their respective successors and permitted assigns. No assignment of this Amended and Restated Security Agreement or of any rights, and no delegation of any duty or obligation hereunder may be made

by any party (by operation of law or otherwise) without the prior written consent of the other parties hereto and any attempted assignment without the required consent shall be void.

e. Entire Agreement. This Amended and Restated Security Agreement constitutes the entire agreement and understanding of the parties hereto with respect to the matters set forth herein. This Amended and Restated Security Agreement may not be modified or amended except by a writing signed by all three parties.

f. Governing Law. This Amended and Restated Security Agreement shall be governed by the laws of the State of New York, without giving effect to the conflicts of law provisions thereof.

g. Dispute Resolution. The parties accept the exclusive jurisdiction of the state and federal courts of the State of New York with respect to all judicial proceedings brought with respect to this Security Agreement. The Borrower and Brooks Brothers expressly waive any objection it may now or hereafter have to the laying of venue of any such proceeding brought in such court and any claim that any such proceeding brought in such court has been brought in an inconvenient forum.


h. Severability. In the event that any provision of this Amended and Restated Security Agreement is declared by a court of competent jurisdiction or arbitration tribunal to be void or unenforceable, the parties hereto expressly agree that such void or unenforceable provision shall be deemed severed from this Amended and Restated Security Agreement, and the remainder of this Amended and Restated Security Agreement shall not be affected thereby and shall remain in full force and effect to the extent feasible in the absence of the void and unenforceable provision. The parties furthermore agree to execute and deliver such amendatory contractual provisions to accomplish lawfully as nearly possible the goals and purposes of the provision so held to be void or unenforceable.


i. Counterparts. This Amended and Restated Security Agreement may be executed and delivered in one or more counterparts, each of which shall be deemed to be an original, and all of which taken together shall constitute one and same instrument.

j. Headings. The article and section headings contained in this Amended and Restated Security Agreement are solely for the purpose of reference, are not part of the agreement of the parties and shall not in any way affect the meaning or interpretation of this Amended and Restated Security Agreement.

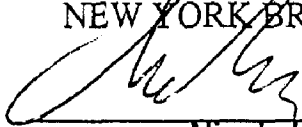
IN WITNESS WHEREOF, the parties hereto have executed this Amended and Restated Security Agreement as of the first date above written.


RETAIL BRAND ALLIANCE, INC.

By: 
Name: Brian K. Baumann
Title: Chief Financial Officer

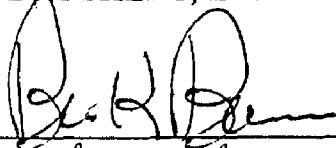
By: 
Name: Eugene Feola
Title: Secretary


UNICREDITO ITALIANO -
NEW YORK BRANCH

By: 
Name: Nicola Longo Dente
Title: First Vice President

By: 
Name: Saiyed A. Abbas
Title: Vice President

BROOKS BROTHERS, INC.

By: 
Name: Brian K. Baumann
Title: Chief Financial Officer

By: 
Name: Eugene Feola
Title: Secretary