

06-09-2003



Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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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):

The John Forsyth Shirt Company, Ltd.

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

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

3. Nature of conveyance:

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

Execution Date: May 12, 2003

2. Name and address of receiving party(ies)

Name: Hilco Capital LP

Internal

Address:

5 Revere Drive, Suite 510

Street Address:

City: Northbrook State: IL Zip: 60062

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

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,557,123 2,033,210 2,416,902 1,833,378 2,560,000  
~~1,879,843 2,143,307~~

Additional number(s) attached  Yes  No

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

Name: Tammy S. Settle

Internal Address:

Vedder, Price, Kaufman & Kammholz

Street Address: 222 N. LaSalle St., 24th Floor

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- Enclosed
- Authorized to be charged to deposit account.  
(Charge any deficiencies or credit any overpayment to the acct)

8. Deposit account number:

22-0259

(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.

Tammy S. Settle

Name of Person Signing

*Tammy S. Settle*  
Signature

*June 4 2003*  
Date

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

19

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

06/06/2003 LABELLER 00000043 200259 2337123

01 FC:0321 40.00 CH  
02 FC:0322 150.00 CH

TRADEMARK  
REEL: 002748 FRAME: 0477

## TRADEMARK AND LICENSE SECURITY AGREEMENT

TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement") dated as of May 12, 2003, made by The John Forsyth Shirt Company Ltd., an Ontario corporation ("Grantor"); and Hilco Capital LP, a Delaware limited partnership ("Lender").

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

WHEREAS, Lender and Forsyth of Canada, Inc., a Delaware corporation ("Borrower") have entered into that certain Loan Agreement (the "Loan Agreement"), dated of even date herewith, pursuant to which Lender, subject to the terms and conditions set forth therein, has agreed to extend certain credit facilities to Borrower;

AND WHEREAS, Grantor has entered into a certain Guarantee, dated as of the date hereof (the "Guarantee") in favor of Lender pursuant to which Grantor, among other things, guaranteed the Guaranteed Obligations (as defined in the Guarantee);

AND WHEREAS, Grantor will derive substantial direct and indirect economic benefit from the extension of such credit accommodations;

AND WHEREAS, Lender has required, as a further condition to entering into the Loan Agreement and to secure the Guaranteed Obligations, that Grantor execute this Agreement.

NOW THEREFORE, for and in consideration of the premises set forth herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

- (i) When used herein, (a) capitalized terms which are not otherwise defined have the meanings assigned thereto in the Loan Agreement; and (b) the following terms ~~have~~ the following meanings:

Collateral      see Section 2.

Default          means the occurrence of any of the following events: (a) any Event of Default; or (b) any warranty of Grantor herein is untrue or misleading in any material respect and, as a result thereof, Lender's security interest in any material portion of the Collateral is not perfected or Lender's rights and remedies with respect to any material portion of the Collateral are materially impaired or otherwise materially adversely affected.

- (ii) The terms "herein", "hereof" and "hereunder" and other words of similar import refer to this Agreement as a whole and not to any particular section, paragraph or subdivision. Any pronoun used shall be deemed to cover all genders. Wherever appropriate in the context, terms used herein

in the singular also include the plural and vice versa. All references to statutes and related regulations shall include any amendments of same and any successor statutes and regulations. Unless otherwise provided, all references to any instruments or agreements to which Lender is a party, including, without limitation, references to the Loan Agreement and any of the Financing Agreements, shall include any and all modifications or amendments thereto and any and all extensions or renewals thereof.

2. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Guaranteed Obligations, Grantor hereby grants to Lender a security interest, having priority over all other security interests other than Permitted Liens (as defined in the Loan Agreement), with power of sale (to the extent permitted by applicable law) in all of Grantor's interest in now owned or existing and hereafter acquired or arising (collectively, the "Collateral"):

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of Grantor's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether Grantor is a licensor or licensee under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of a Default to use the foregoing in connection with the enforcement of Lender's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses").

3. Restrictions on Future Agreements. Grantor will not, without Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to Lender under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Grantor's business.

4. New Trademarks and Licenses. Grantor represents and warrants that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by Grantor. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and Grantor shall notify Lender in writing (with reasonable detail) of such changes once every ninety (90) days; provided that Grantor shall, within five (5) days of approval, notify Lender and provide Lender with copies of any new registration of an application for a domestic Trademark by the United States Patent and Trademark Office or the Canadian Intellectual Property Office. Grantor hereby authorizes Lender to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the United States Patent and Trademark Office or the Canadian Intellectual Property Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, Grantor hereby agrees that Lender's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Lender actually amends Schedule A and Schedule B.

5. Additional Parties. To the extent permitted by the Loan Agreement, at any time after the date of this Agreement, one or more additional Persons may become parties hereto by executing and delivering to Lender a counterpart signature page to this Agreement together with supplements to the Schedules hereto setting forth all relevant information with respect to such party as of the date of such delivery. Immediately upon such execution and delivery (and without any further action), each such additional Person will become a party to, and will be bound by all the terms of, this Agreement. Without limiting the generality of the foregoing, upon such additional Person's execution of such counterpart, each reference to "Grantor" herein shall include such additional Person and such Person shall be deemed to have thereupon granted to Lender a security interest in all of its Collateral, as provided herein.

6. Royalties. Grantor hereby agrees that the use by Lender of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to Grantor.

7. Nature and Continuation of Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Guaranteed Obligations have been paid in full and the Loan Agreement terminated. At such time, the rights granted to Lender hereunder shall also terminate.

8. Right to Inspect; Further Assignments and Security Interests. Lender shall have the right, consistent with the Loan Agreement at any reasonable time and from time to time, to inspect the premises and to examine the books, records, and operations of Grantor relating to the Trademarks and the Licenses, including, without limitation, Grantor's quality control processes; provided, that in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. During the existence of an Event of Default, and subject to the terms of the Loan Agreement, Grantor agrees that Lender or a conservator appointed by Lender, shall have the right to establish such reasonable additional product quality controls as Lender or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks or the Licenses. Grantor agrees (i) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Lender, (ii) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof, and (iii) not to reduce the quality of such products in any material respect without the prior written consent of Lender.

9. Duties of Grantor. Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business and consistent with Grantor's current business practices: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Grantor deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Grantor's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Grantor shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be, in Grantor's commercially reasonable business judgment, necessary or economically desirable in the operation of Grantor's business. Grantor agrees to retain an experienced trademark attorney reasonably acceptable to Lender for the filing and prosecution of all such applications and other proceedings, provided that Lender expressly agrees that the attorneys at Faegre & Benson LLP and Blake, Cassels & Graydon LLP constitute such experienced trademark attorneys. Lender shall have no duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Lender shall be under no obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at Lender's option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Grantor and added to the Guaranteed Obligations secured hereby.

10. Lender's Right to Sue. During the existence of an Event of Default, and subject to the terms of the Loan Agreement, Lender shall have the right, but shall not be obligated, to

bring suit to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit, Grantor shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Grantor shall, upon demand, promptly reimburse and indemnify Lender for all costs and reasonable expenses incurred by Lender in the exercise of its rights under this Section 10 (including, without limitation, all attorneys' and paralegals' fees). If, for any reason whatsoever, Lender is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Guaranteed Obligations secured hereby.

11. Waivers. No course of dealing between Grantor and Lender, and no failure to exercise or delay in exercising on the part of Lender any right, power or privilege hereunder or under the Loan Agreement or Financing Agreements shall operate as a waiver of any of Lender's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement or Financing Agreements shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Lender's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that during the existence of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or Financing Agreements. Without limiting the generality of the foregoing, Grantor acknowledges and agrees that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Lender shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) during the existence of an Event of Default, Lender or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the inventory, or for any other purpose in connection with the conduct of Grantor's business. Any proceeds of any of the Collateral may be applied by Lender to the payment of expenses in connection with the enforcement of Lender's rights and remedies hereunder and in connection with the Collateral, including, without limitation, reasonable attorneys' fees and legal expenses, and any balance of such proceeds may be applied by Lender toward the payment of such of the Guaranteed Obligations, and in such order of application, as Lender may from time to time elect (and, after payment in full of all Guaranteed Obligations, any excess shall be delivered to the Grantor or as a court of competent jurisdiction shall direct).

13. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code ("UCC"), the Personal Property Security Act (Ontario) ("PPSA"), or any other agreement or law, in no event shall any party be required or permitted to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such

jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 4 and Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Grantor hereby irrevocably appoints Lender as Grantor's attorney-in-fact, with full authority in the place and stead of Grantor and in the name of Grantor or otherwise to carry out the acts described below. During the existence of an Event of Default, Grantor hereby authorizes Lender to, in its sole discretion, (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Lender reasonably deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Lender shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 16 without taking like action with respect to the entire goodwill of Grantor's business connected with the use of, and symbolized by, such Trademarks. Grantor hereby ratifies all that such attorney-in-fact shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement shall have been terminated pursuant to Section 7 hereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Lender under the Loan Agreement or Financing Agreements, but rather is intended to facilitate the exercise of such rights and remedies. Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the PPSA and the UCC as enacted in any jurisdiction in which, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

17. Binding Effect; Benefits. This Agreement shall be binding upon Grantor and its successors and assigns, and shall inure to the benefit of Lender, and their nominees, successors and assigns. Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Grantor; provided, however that Grantor shall not voluntarily assign its obligations hereunder without the prior written consent of Lender.

18. Governing Law; Choice of Forum; Service of Process. The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the laws of the Province of Ontario and the federal laws of Canada applicable therein (without giving effect to principles of conflicts of law). Grantor irrevocably consents and submits to the non-exclusive jurisdiction of the courts of the State of Illinois, County of Cook and the United States District Court for the Northern District of Illinois and of the Province of Ontario and waives 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 Grantor and Lender in respect of this Agreement or 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, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Lender shall have the right to bring any action or proceeding against Grantor or its property in the courts of any other jurisdiction which Lender deems necessary or appropriate in order to realize on the collateral or to otherwise enforce its rights against Grantor or its property). Grantor 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 on the signature pages hereof 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 Lender's option, by service upon Grantor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Grantor shall appear in answer to such process, failing which Grantor shall be deemed in default and judgment may be entered by Lender against Grantor for the amount of the claim and other relief requested.

19. JURY TRIAL WAIVER. EACH OF GRANTOR AND LENDER 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 GRANTOR AND LENDER 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. EACH OF GRANTOR AND LENDER 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 GRANTOR OR LENDER MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF GRANTOR AND LENDER TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

20. Notices. Any written notice, consent or other communication provided for in this Agreement shall be delivered in accordance with the Loan Agreement.

21. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

22. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver a manually executed counterpart of this Agreement, but the failure to deliver a manually



executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

23. Right of Recordal of Security Interest. Lender shall have the right, but not the obligation, at the expense of the Grantor, to record this Agreement in the United States Patent and Trademark Office, the Canadian Intellectual Property Office and with such other recording authorities deemed reasonable and proper by Lender, and Lender shall advise the Grantor of such recordals. Upon satisfaction in full of the Guaranteed Obligations and termination of the Loan Agreement, the Grantor shall have the right to effect recordal of such satisfaction or termination at the expense of the Grantor in the United States Patent and Trademark Office, the Canadian Intellectual Property Office and with such other recording authorities deemed reasonable and proper by the Grantor. Lender and the Grantor shall cooperate to effect all such recordals hereunder.

24. Currency Exchange; Taxes. All payments made pursuant to this Agreement or the other Financing Agreements shall be made in the currency as provided by the Loan Agreement. All payments of principal, interest, fees and other amounts to be made pursuant to this Agreement or the other Financing Agreements shall be made free and clear and without deduction for any and all present and future taxes, withholdings, levies, duties, any charges of any governmental agency and all liabilities with respect thereto, and without setoff, withholding or deduction of any kind whatsoever and, if with regard to any payment to be made by Grantor to Lender pursuant to this Agreement, the other Financing Agreements or otherwise, any deduction for any and all such present and future taxes, withholding, levies, duties, charges of a governmental agency or any liability with respect thereto is required to be made by Grantor, Grantor shall pay such additional amounts to Lender as may be necessary in order that the net amount received by Lender after such deduction shall equal such payment which would have been received by Lender in the absence of such deduction.

25. Counterclaims, etc. Grantor waives all rights to interpose any claims, deductions, setoffs or counterclaims of any nature (other than compulsory counterclaims) in any action or proceeding with respect to this Agreement, the Guaranteed Obligations, the Collateral or any matter arising therefrom or relating hereto or thereto. Lender shall not have any liability to Grantor (whether in tort, contract, equity or otherwise) for losses suffered by Grantor 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 Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Lender 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.

26. Congress Intercreditor Agreement. Notwithstanding anything to the contrary contained herein, the exercise by Lender of its rights and remedies hereunder shall be subject to the terms and conditions set forth in that certain Intercreditor Agreement among Lender and Congress Financial Corporation (Canada) and the other parties thereto, dated as of the date hereof or thereabouts, as the same may be further amended, modified, supplemented and replaced from time to time, while such Intercreditor Agreement is in effect.

**[SIGNATURE PAGE FOLLOWS]**





**SCHEDULE A**

**to Trademark and License Security Agreement**

**TRADEMARKS**

The Grantor is the owner of the following trade-marks and trade-mark applications:

**I. CANADA**

<b>Trade-Mark(s)</b>	<b>Serial No.</b>	<b>Filing Date</b>
Oliver Harris	1,157,736	October 31, 2002

**II. UNITED STATES**

<b>Trade-Mark(s)</b>	<b>Serial No.</b>	<b>Registration No.</b>	<b>Registration Date</b>
Markham of Canada	76/029,223	2,557,123	April 2, 2002

**III. INDIA**

<b>Trade-Mark(s)</b>	<b>Serial No.</b>	<b>Filing Date</b>
Forsyth of America	918,606	April 17, 2000
Forsyth of Canada	918,605	April 17, 2000

**SCHEDULE B**



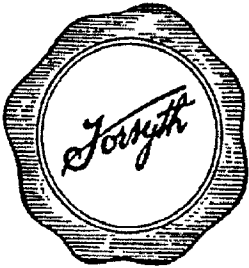
**to Trademark and License Security Agreement**

**LICENSES**

A. Pursuant to a Trade-Mark and Trade-Name Licence Agreement, dated July 23, 1997, between Forsyth Trading Company ("Forsyth") and Grantor, Forsyth granted Grantor a licence to use the following trade-marks:

**I. CANADA**

**(1) Forsyth Registered Trade-marks:**

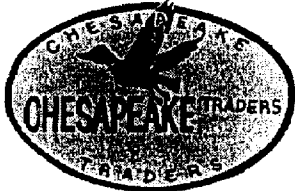

Trade-mark(s)	Application No.	Registration No.	Registration Date
	76,577	TMDA017507	September 11, 1912
FORSYTH	111,012	TMDA032221	October 19, 1922
THE GUARANTEED FORSYTH	171,545	UCA009202	August 20, 1937
	171,546	UCA009334	August 20, 1937
FORSYTH	227,681	TMA103,159	April 27, 1956
FORSYTH HOLIDAY	310,034	TMA159,632	November 29, 1968
LADY FORSYTH	310,036	TMA160,119	December 20, 1968
	311,052	TMA183,627	June 9, 1972

Trade-mark(s)	Application No.	Registration No.	Registration Date
<i>The Guaranteed</i> <i>Forsyth</i>	311,053	TMA183,764	June 16, 1972
<b>FORSYTHE</b>	514,712	TMA315,290	June 13, 1986

(2) **Bluestone Registered Trade-marks:**

Trade-mark(s)	Application No.	Registration No.	Registration Date
BLUESTONE	519,522	TMA306,591	September 6, 1985

(3) **Other Registered Trade-marks:**

Trade-mark(s)	Application No.	Registration No.	Registration Date
HERITAGE	297,618	TMA151,691	June 23, 1967
NORTH SEA	308,714	TMA159,905	December 13, 1968
MARQUIS	322,202	TMA169,655	June 12, 1970
CHESAPEAKE TRADER	549,811	TMA323,648	February 13, 1987
	574,718	TMA336,126	January 8, 1988
ADOLFO	409,852	TMA230,079	September 1, 1978
CHRISTOPHER BARNES 	530,893	TMA325,536	April 3, 1987

II. **UNITED STATES**

(1) **Forsyth Registered Trade-marks:**

Trade-mark(s)	Application No.	Registration No.	Registration Date
FORSYTH	75/101,227	2,033,210	January 21, 1997

B. Pursuant to Trade-mark Sub-license Agreements, each dated July 24, 1997, the Grantor was granted sub-licenses to use the following trade-marks:

Trade-Mark(s)	Sub-Licensor	Trade-Mark Owner
VAN HEUSEN	The John Forsyth Company Inc.	Phillips-Van Heusen Corporation
PIERRE CARDIN	The John Forsyth Company Inc. and Forsyth Apparel Inc., doing business as Forsyth Trading Company	Pierre Cardin, S.A.R.L. de Gestion Pierre Cardin
GEOFFREY BEENE	The John Forsyth Company Inc.	Geoffrey Beene, Inc.

C. Pursuant to agreements completed on various dates, the Grantor was granted licenses to use the following trademarks:

Trade-Mark(s)	Trade-Mark Owner
ALFRED SUNG	Mimran Group Inc.
PURE ALFRED SUNG	Mimran Group Inc.
ALFRED SUNG SPORT	Mimran Group Inc.
"SUNG" ALFRED SUNG	Mimran Group Inc.
ALFRED SUNG "COLLECTION"	Mimran Group Inc.
ALFRED by ALFRED SUNG	Mimran Group Inc.
SUNGSPORT	Mimran Group Inc.
DANIEL HECHTER	Aulbach Lizenz Ag.
BALMAIN	The Pierre Balmain Company
"B"	The Pierre Balmain Company
SAVANE	Savane International Corp.
DKNY	The Designer Group, a division of Phillips-Van Heusen Corporation

D. Pursuant to a Trade-Mark License Agreement dated January 29, 2001 between Cluett Peabody Resources Corporation, Cluett, Peabody & Co., Inc. (the "Licensor"), Cluett, Peabody Canada Inc. (the "Canadian Licensor") and the Grantor, the Licensor and the Canadian Licensor granted the Grantor a licence to use the following trade-marks:

#### I. CANADA

Trade-mark(s)	Registration No.	Goods
ARDEN	UCA 043081	Shirts, Collars and Ties
ARROW & Device	TMA 116797	Shirts, Sport Shirts, Boys' Shirts and Dress Shirts, Pyjamas, Underwear and Handkerchief Bags



Trade-mark(s)	Registration No.	Goods
ARROW & Device	TMA 187626	Shirts, Collars, Tee Shirts, Blouses, Sweaters, Walking Shorts, Slacks, Dresses, Jackets, Pyjamas, Underwear, Socks, Neckties, Scarves, Belts, Handkerchiefs and Skirts
ARROW AMERICA'S CLASSICS Design	TMA 554251	Ladies' Shirts
ARROW ARCHIVES	TMA 481749	Shirts
ARROW Design	TMA 554287	Ladies' Shirts
ARROW & Device	TMA 184864	Men's, Women's and Children's Apparel, namely, Shirts, Collars, Cuffs, Suits, Slacks, Socks, Belts, Walking Shorts, Underwear, Handkerchiefs, Pyjamas, Neckwear, Ties, Scarves, Sweaters, Jackets, Dresses, Skirts and Blouses
ARROW Design	TMDA 008292	Shirts, Collars, Cuffs, Underwear, Handkerchiefs, Pyjamas, Walking Shorts and Cravats
ARROW	TMA 053781	Neckties, Cravats, Scarves, Squares, Mufflers, Reefers, Belts, Suspenders, Garters, Braces, Sweaters, Blouses, T-Shirts, Socks and Dresses
ARROW	TMA 184863	Shirts, Collars, Cuffs, Suits, Slacks, Socks, Belts, Walking Shorts, Underwear, Handkerchiefs, Pyjamas, Neckwear, Ties, Scarves, Sweaters, Jackets and Dresses, Blouses and Skirts
ARROW & Device	TMA 275180	Shirts
ARROW & Design	TMA 284523	Shirts
LADY ARROW	UCA 046938	Ladies' Shirts, Blouses, Dresses and Skirts
BRADSTREET BY ARROW	TMA 425350	Clothing, namely, Shirts and Ties
CLARIDGE	UCA 027725	Shirts, Collars and Cuffs
FRIDAYS BY CLUETT	TMA 476080	Shirts and Socks
FRIDAYS BY CLUETT	TMA 482255	Ties, Shorts, Pants, Sweaters and Jackets
KENT	TMA 165458	Shirts
KHAKI'S BY ARROW & Design	1089161	Clothing, namely Shirts, Sweaters, Pants and Shorts
MARK & Design	TMA 316682	Shirts
MARK COLLAR	TMA 229041	Shirts
MITOGA	UCA 000371	Negligee and Dress Shirts

Trade-mark(s)	Registration No.	Goods
PIN-HI	TMA 150373	Sport Knit Shirts and Socks, Pants, Shorts, Sweaters, Outerwear (namely, Jackets and Nylon shells, Hats, Caps), Knitwear (namely, Knit Shirts), Sport Shirts, Knit Tops, Vests and Skorts (namely, Ladies' Shorts with a front cover panel of fabric giving the appearance of a skirt from the front view)
THE ARROW COLLARMAN SHIRT	TMA 358103	Shirts and Sweaters
THE ARROW COMPANY	TMA 209439	Wearing Apparel, namely, Shirts, Sweaters, Tank Tops, Underwear, Pyjamas, Handkerchiefs and Ties
TRUMP	TMDA 054846	Negligee and Dress Shirts, Socks and Ties
ARDSLEY	UCA 043086	Shirts and Collars

## II. UNITED STATES

Trade-mark(s)	Registration No.	Goods
ARROW AMERICA'S GOLF w/Dev.	2416902	Woven Shirts/Blouses, Knit Shirts, Shorts, Jackets, Windshirts, Vests, Sweaters, Skorts/Skirts and Hosiery for Women
ARROW w/Device Below the word	1833378	Shirts
ARROW w/Device Below the word	2560000	Articles of Clothing, namely Sweaters
ARROW w/Device Below the word	1879843	Underwear, Ties, Pants and Bathrobes
FRIDAYS BY CLUETT	2143307	Shirts and Socks

## III. PUERTO RICO

Trade-mark(s)	Registration No.	Goods
FRIDAYS BY CLUETT	38656	Articles of Clothing

## IV. LICENSED TRADEMARKS - CANADA

Trade-mark(s)	Registration No.	Goods
ARROW FOR HER Design	TMA 281782	Ladies' Shirts, Blouses, Dresses and Skirts
ARROW FOR HER	TMA 278391	Ladies' Shirts, Blouses, Dresses and Skirts
ARROW POUR ELLE Design	TMA 283581	Ladies' Shirts, Blouses and Dresses
PADDOCK CLUB & Device	TMA 128445	Shirts and Ties
PADDOCK CLUB	TMA 123628	Shirts

Trade-mark(s)	Registration No.	Goods
PADDOCK	TMDA 054887	Negligee and Dress Shirts
PADDOCK	TMDA 041796	Shirts, Collars, Cuffs and Underwear
CABOT	UCA 042163	Shirts, Sport Shirts, Ties, Underwear and Pyjamas
DART	UCA 039276	Shirts
DREW	UCA 043079	Shirts and Collars
KIRK	UCA 044081	Dress Shirts
MET	UCA 048505	Shirts
PACE	UCA 047872	Shirts
PAR	UCA 043099	Collars and Shirts
ALL PRO	TMA 274810	Sport Shirts
BRIGADE	TMA 205029	Shirts
CHEVELLA	TMA 302035	Shirts
DOVER	UCA 032564	Shirts
GOLDEN ARROW	UCA 027722	Shirts, Collars, Cuffs, Ties, Underwear and Pyjamas
WARREN-KNIT	TMA 208681	Sweaters
WK & DESIGN	TMA 174821	Men's and Boy's Knitted Sweaters