

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Barney's, Inc., Barneys America, Inc., Barneys (CA) Lease Corp., Barneys (NY) Lease Corp., Basco All-American Sportswear Corp., BNY Licensing Corp., Barneys America (Chicago) Lease Corp.		04/01/2003	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	Wilmington Trust Company, as Collateral Agent
Street Address:	1100 North Market Street
Internal Address:	Rodney Square North
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19890-1615
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 44

Property Type	Number	Word Mark
Registration Number:	1323819	AMERICA HOUSE
Registration Number:	0740068	BARNEY'S
Registration Number:	1337912	BARNEYS
Serial Number:	75297335	
Registration Number:	1328560	BARNEYS CHELSEA PASSAGE
Registration Number:	1321351	BARNEYS CORPORATE PROGRAM
Registration Number:	1332229	BARNEYS NEW YORK
Registration Number:	1371828	BARNEYS
Registration Number:	2073088	BARNEYS NEW YORK
Registration Number:	2571696	BARNEYS NEW YORK
Serial Number:	76007053	BARNEYS NEW YORK

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Registration Number:	2583246	BARNEYS NEW YORK
Registration Number:	1620003	BARNEYS NEW YORK
Serial Number:	76050007	BARNEYS NEW YORK FREE STUFF
Serial Number:	76143228	BARNEYS NEW YORK MADISON AVENUE
Serial Number:	76210450	BARNEYS NEW YORK OFFSPRING
Serial Number:	75876415	BARNEYS NEW YORK PROCREATION
Registration Number:	2526032	BARNEYS NEW YORK PROCREATION
Registration Number:	2520141	CHEEKY, HAPPY, HIP
Registration Number:	2520176	CHEEKY.HAPPY.HIP
Registration Number:	1793956	CHELSEA PASSAGE
Serial Number:	75865764	CO-OP
Serial Number:	75865763	CO-OP BARNEYS NEW YORK
Registration Number:	2130404	CO/OP
Registration Number:	1535382	CO/OP BARNEYS NEWYORK
Registration Number:	0434297	DI GRAZZO
Registration Number:	1323820	ENGLISH ROOM
Registration Number:	2144170	FRED'S AT BARNEYS NEW YORK
Registration Number:	2501785	GET IT RIGHT
Serial Number:	76261421	GET IT RIGHT
Registration Number:	2479769	GIVE GOOD GIFT
Registration Number:	1348017	INTERNATIONAL HOUSE
Serial Number:	76007054	
Registration Number:	2559933	
Registration Number:	1290494	OAK ROOM
Registration Number:	1678142	SELECT, DON'T SETTLE.
Registration Number:	1683409	SELECT, DON'T SETTLE.
Registration Number:	2535904	
Registration Number:	2552600	TASTE, LUXURY, HUMOR
Registration Number:	2294407	THE BOOK OF KNOWLEDGE
Serial Number:	76368542	THE FOUNDATION
Serial Number:	76389133	THE FOUNDATION
Registration Number:	1290496	THE R.S.V.P. ROOM AT BARNEYS
Registration Number:	1992444	LOOK

CORRESPONDENCE DATA

TRADEMARK
REEL: 002813 FRAME: 0223

Fax Number: (212)310-8007
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Email: phyllis.eremitaggio@weil.com
Correspondent Name: Weil, Gotshal & Manges, c/o Samson Frankel
Address Line 1: 767 5th Avenue
Address Line 4: New York, NEW YORK 10153

ATTORNEY DOCKET NUMBER:	21645.0001
NAME OF SUBMITTER:	Phyllis Eremitaggio

Total Attachments: 30
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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (together with all amendments, if any, from time to time, this "Agreement"), dated as of April 1, 2003, is made by EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 11 HEREOF (collectively, "Grantors" and each, a "Grantor"), in favor of WILMINGTON TRUST COMPANY, a Delaware banking corporation, in its capacity as collateral agent (with its successors in such capacity, the "Collateral Agent") for the benefit of the Secured Parties (as defined below).

WITNESSETH:

WHEREAS, Barney's, Inc., a New York corporation ("Barneys") issued 9.00% Senior Secured Notes due 2008 (the "Notes") pursuant to an indenture, dated as of the date hereof (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Indenture"), among Barneys, the other Grantors, Barneys New York, Inc. ("Holdings") and the Collateral Agent, pursuant to which Holdings and the other Grantors (other than Barneys) have guaranteed the payment of all of the principal of and interest and premium and Liquidated Damages, if any, on the Notes; and

WHEREAS, in order to secure (i) the payment of all of the principal of and interest and premium and Liquidated Damages, if any, on the Notes and the payment and performance of all other Note Obligations (as defined in the Indenture) and (ii) all of the Grantors' obligations and liabilities hereunder and in connection herewith (all the Note Obligations and such obligations and liabilities hereunder being hereinafter referred to collectively as the "Liabilities"), the Grantors are required to execute and deliver this Agreement pursuant to the Indenture.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained 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. All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Indenture, and the following shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Copyright License" means any and all rights now owned or hereafter acquired by any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

"Copyrights" means all of the following: (a) all copyrights and General Intangibles (as defined in Article 9 of the Uniform Commercial Code as in effect on the date hereof in the State of New York) of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory

thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Intercreditor Agreement” means the Intercreditor Agreement, dated as of the date hereof, among the Collateral Agent and the Priority Lien Agent as acknowledged by Barneys, the other Grantors and Holdings (including, without limitation, the provisions of Article 12 of the Indenture incorporated by reference therein).

“Patent License” means rights now owned or hereafter acquired under any written agreement by any Grantor granting any right with respect to any Patent in existence.

“Patents” means all of the following: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

“Secured Party” means each of the Collateral Agent, the Trustee, the Holders of any Note and the holders of any other Liabilities.

“Senior Lien Satisfaction Date” means the first date on which there is a Discharge of Priority Lien Obligations.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Liabilities, each of the Grantors hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Collateral Agent, for itself and the benefit of the Secured Parties, a continuing security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the “Intellectual Property Collateral”):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by each Trademark and each Trademark License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement of any Patent or Patent licensed under any Patent License, (B) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License, (C) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License, and (D) infringement of any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Liabilities and in order to induce the Collateral Agent and the Secured Parties as aforesaid, each Grantor hereby grants to the Collateral Agent, for itself and the benefit of the Secured Parties, a right of setoff, against the property of such Grantor held by the Collateral Agent or any Secured Party, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to the Collateral Agent or any Secured Party, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that:

(a) Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto.

(b) This Agreement is effective to create a valid and continuing Lien on and, upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in such Grantor's jurisdiction of incorporation or organization, all action necessary or otherwise requested by the Collateral Agent to protect and perfect the Collateral Agent's Lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken, and the Collateral Agent's Lien is enforceable as such against all creditors or and purchasers from such Grantor.

(c) No security agreement, financing statement or other public notice with respect to all or any part of the Intellectual Property Collateral is on file or of record in any public office, except such as have been filed in favor of (i) the Collateral Agent for the benefit of the Collateral Agent, the Secured Parties and the other Holders pursuant to this Agreement or (ii) the Priority Lien Agent.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with the Collateral Agent, for the benefit of the Collateral Agent and the Secured Parties, that from and after the date hereof and until final payment in full in cash of the Note Obligations:

(a) Such Grantor shall cooperate fully with the Collateral Agent to ensure the prompt filing and recordation of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and in the states of such Grantor's incorporation or organization.

(b) Such Grantor shall notify the Collateral Agent immediately if it knows that any application or registration relating to any material Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Collateral Agent written notice thereof within at least within thirty (30) Business Days after such filing, and, upon request of the Collateral Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Collateral Agent) to evidence the Collateral Agent's Lien (subject to the Priority Lien) on such Patent, Trademark or Copyright, and the General Intangibles (as defined in Article 9 of the Uniform Commercial Code as in effect on the date hereof in the State of New York) of such Grantor relating thereto or represented thereby.

(d) Such Grantor shall take all actions necessary or requested by the Collateral Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings and prompt payment of maintenance or renewal fees.

(e) In the event that any of the Intellectual Property Collateral is materially infringed upon, or misappropriated or diluted by any Person, such Grantor shall notify the Collateral Agent promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Intellectual Property

Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as such Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as the Collateral Agent may otherwise request.

(f) Such Grantor agrees that it will not take any action, and will use best efforts not to permit any action to be taken by its employees, agents, designees or licensees, or fail to take any action, which could reasonably be expected to have a material adverse effect on the validity or enforcement of the rights collaterally assigned to the Collateral Agent under this Agreement or the rights associated with any Intellectual Property Collateral.

(g) Such Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Intellectual Property Collateral. The Grantors will mark their books and records pertaining to the Intellectual Property Collateral to evidence this Agreement and the security interests granted hereby.

(h) Such Grantor will not create, incur or permit to exist, will defend the Collateral Agent against, and will take such other action as is necessary to remove any Lien or claim on or to the Intellectual Property Collateral other than the Liens created hereby or any Permitted Liens. Such Grantor will advise the Collateral Agent promptly of any Lien on any of the Intellectual Property Collateral (other than any Permitted Lien).

(i) Such Grantor will pay and discharge or otherwise satisfy at or before maturity, or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Intellectual Property Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Intellectual Property Collateral.

(j) The Grantors hereby agree that when an Event of Default has occurred and is continuing, the use by the Collateral Agent of the Intellectual Property Collateral as authorized hereunder in connection with the Collateral Agent's exercise of its rights and remedies under Section 10 hereof or pursuant to Section 7 of the Security Agreement shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent, to such Grantor.

(k) Such Grantor agrees, except as provided in Section 4.10 of the Indenture, not to directly or indirectly sell, assign, transfer or otherwise dispose of their respective interests in the Intellectual Property Collateral without the prior and express written consent of the Collateral Agent. From and after the occurrence and during the continuance of an Event of Default and after the Senior Lien Satisfaction Date, such Grantor agrees that the Collateral Agent, or a conservator appointed by the Collateral Agent, shall have the right to establish such reasonable quality controls as the Collateral Agent or such conservator, in its sole and absolute judgment, may deem necessary to

assure maintenance of the quality of inventory marketed by such Grantor under the Intellectual Property Collateral or in connection with which such the Intellectual Property Collateral is used.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Collateral Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Collateral Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Liabilities, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Liabilities, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Liabilities shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address, and given in the manner required by, Section 14.02 of the Indenture.

8. COLLATERAL AGENT'S RIGHT TO SUE. From and after the occurrence and during the continuance of an Event of Default, the Collateral Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce Intellectual Property Collateral and, if the Collateral Agent shall commence any such suit, the Grantors shall, at the request of the Collateral Agent, do any and all lawful acts and execute any and all proper documents required by the Collateral Agent in aid of such enforcement. The Grantors shall, upon demand, promptly reimburse the Collateral Agent for all costs and expenses incurred by the Collateral Agent in the exercise of its rights under this Section 8 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Collateral Agent).

9. THE COLLATERAL AGENT'S DUTY OF CARE.

(a) The Collateral Agent shall not be liable for any acts, omissions, errors of judgment or mistakes of fact or law including, without limitation, acts, omissions, errors or

mistakes with respect to the Intellectual Property Collateral, except for those arising out of or in connection with the Collateral Agent's (i) gross negligence or willful misconduct, or (ii) failure to use reasonable care with respect to the safe custody of the Intellectual Property Collateral in the Collateral Agent's possession. Without limiting the generality of the foregoing, the Collateral Agent shall be under no obligation to take any steps necessary to preserve rights in the Intellectual Property Collateral against any other parties but may do so at its option. All expenses incurred in connection therewith shall be for the sole account of the Grantors, and shall constitute part of the Liabilities secured hereby.

(b) No provision of this Agreement shall require the Collateral Agent to expend or risk its own funds or otherwise incur any financial liability in the performance of any of its duties hereunder, or in the exercise of any of its rights or powers, if it shall have reasonable grounds for believing that repayment of such funds or adequate indemnity against such risk or liability is not reasonably assured to it. The Collateral Agent shall have no duties or responsibilities except those expressly set forth in this Agreement or the Indenture. The Collateral Agent shall not be liable for any delay or failure to act as may be required hereunder when such delay or failure is due to any act of God, interruption or other circumstances beyond its control provided it exercises such diligence as the circumstances may reasonably require. The Collateral Agent shall be entitled to rely on any communication, instrument, paper or other document reasonably believed by it to be genuine and correct and to have been signed or sent by the proper person. The Collateral Agent may consult with, and obtain advice from, legal counsel as to the construction of any of the provisions of this Agreement, and shall incur no liability in acting in good faith in accordance with the reasonable advice of such counsel.

(c) The Collateral Agent shall not be deemed to have notice of any Event of Default unless an officer of the Collateral Agent has actual knowledge thereof or unless written notice of any such Event of Default is received by the Collateral Agent at the office of the Collateral Agent specified in or pursuant to Section 14.02 of the Indenture.

10. ADDITIONAL PROVISIONS RELATING TO THE COLLATERAL AGENT.

(a) Any corporation, bank, trust company or association into which the Collateral Agent may be merged or converted or with which it may be consolidated, or any corporation, bank, trust company or association resulting from any merger, conversion or consolidation to which the Collateral Agent shall be a party, or any corporation, bank, trust company or association succeeding to all or substantially all the corporate trust business of the Collateral Agent, shall be the successor of the Collateral Agent hereunder, without the execution or filing of any paper or any further act on the part of any of the parties hereto.

Any resignation or removal of the Collateral Agent as Trustee under the Indenture in accordance with the provisions thereof shall result in a resignation or removal of the Collateral Agent hereunder. The provisions of Section 7.08 of the Indenture with respect to replacement of the Trustee shall be applicable to the replacement of the Collateral Agent.

11. POWER OF ATTORNEY. Each of the Grantors agrees, upon the request of the Collateral Agent and promptly following such request, to take any action and execute any

instrument which the Collateral Agent may deem necessary or advisable to accomplish the purposes of this Agreement. Each of the Grantors hereby irrevocably designates, constitutes and appoints the Collateral Agent (and all Persons designated by the Collateral Agent in its sole and absolute discretion) with full power of substitution, as such Grantor's true and lawful attorney-in-fact, with full power and authority in the name of such Grantor, or in its own name, from time to time in the Collateral Agent's discretion upon the occurrence and during the continuance of an Event of Default, for the purpose of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes hereof and, without limiting the generality of the foregoing, hereby give the Collateral Agent the power and right on behalf of such Grantor, without notice or assent by such Grantor, to the extent permitted by applicable law, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Collateral Agent in the use, prosecution or protection of the Intellectual Property Collateral, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to anyone on commercially reasonable terms (but subject to the terms thereof), (iii) grant or issue any exclusive or nonexclusive license under the Intellectual Property Collateral (not to conflict with any existing license) or under the licenses, to anyone on commercially reasonable terms (but only, in the case of licenses, to the extent permitted under such licenses), and (iv) take any other actions with respect to the Intellectual Property Collateral or, to the extent permitted, the licenses as the Collateral Agent deems in its own best interest or in the best interest of the Secured Parties. Each of the Grantors hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Liabilities shall have been paid in full in cash and the Indenture shall have been terminated. Each of the Grantors acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Collateral Agent, the Secured Parties under the Note Documents, but rather is intended to facilitate the exercise of such rights and remedies.

12. EVENT OF DEFAULT; CUMULATIVE REMEDIES. The Collateral Agent 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 Uniform Commercial Code as enacted in any jurisdiction in which the Intellectual Property Collateral may be located or deemed located. Subject to the Intercreditor Agreement, upon the occurrence and during the continuance of an Event of Default, each of the Grantors agrees to assign, convey and otherwise transfer title in and to the Intellectual Property Collateral to the Collateral Agent or any transferee of the Collateral Agent and to execute and deliver to the Collateral Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Collateral Agent's sole discretion exercised in a commercially reasonable manner, to effect such assignment, conveyance and transfer. All of the Collateral Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, subject to the Intercreditor Agreement, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Collateral Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Note Documents, including, but not limited to, the right to sell, transfer or otherwise dispose of any and all finished goods inventory bearing the Trademarks, Patents or

Copyrights in any manner determined solely by the Collateral Agent. Each of the Grantors agree that any notification of intended disposition of any of the Intellectual Property Collateral required by law shall be deemed reasonably and properly given if given at least ten (10) Business Days before such disposition. Each of the Grantors hereby agree that they shall have no right to satisfy the Collateral Agent's rights to equitable remedies by the payment of money damages, and nothing contained in this Agreement will restrict the Collateral Agent's rights to obtain equitable remedies for breaches of this Agreement. To the extent permitted by applicable law, each of the Grantors waives all claims, damages, and demands it may acquire against the Collateral Agent arising out of the lawful exercise by it of its rights hereunder.

13. ADDITIONAL GRANTORS. The initial Grantors hereunder shall be the signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Grantors may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to the Collateral Agent, notice of which is hereby waived by each of the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of the Collateral Agent not to cause any Grantor to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

14. TERMINATION. The security interest granted by each of the Grantors under this Agreement shall terminate against all the Intellectual Property Collateral upon final payment in full in cash of the Liabilities. Upon such termination and at the written request of each of the Grantors or its successors or assigns, and at the cost and expense of each of the Grantors or its successors or assigns, the Collateral Agent shall execute in a timely manner a satisfaction of this Agreement and such instruments, documents or agreements as are necessary or desirable to terminate and remove of record any documents constituting public notice of this Agreement and the security interests and assignments granted hereunder.

15. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

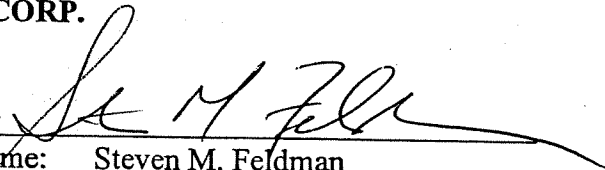
16. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Agreement with its counsel.

17. INTERCREDITOR AGREEMENT. Until the Senior Lien Satisfaction Date, this Agreement shall be subject to the terms of the Intercreditor Agreement.

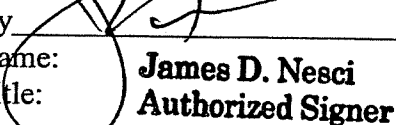
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IN WITNESS WHEREOF, each of the Grantors has caused Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARNEY'S, INC.
BARNEYS AMERICA, INC.
BARNEYS (CA) LEASE CORP.
BARNEYS (NY) LEASE CORP.
BASCO ALL-AMERICAN SPORTSWEAR
CORP.
BNY LICENSING CORP.
BARNEYS AMERICA (CHICAGO) LEASE
CORP.

By 
Name: Steven M. Feldman
Title: Executive Vice President and
Chief Financial Officer

WILMINGTON TRUST COMPANY, as
Collateral Agent

By 
Name: James D. Nesci
Title: Authorized Signer

[Signature Page to the Intellectual Property Security Agreement]

NY758368.5

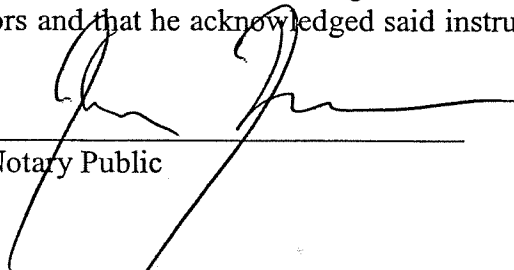
TRADEMARK

REEL: 002813 FRAME: 0234

ACKNOWLEDGMENT OF GRANTORS

STATE OF NEW YORK)
)
KINGS COUNTY)

On this 1st day of April, 2003 before me personally appeared Steven M. Feldman, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf Barney's, Inc., Barneys America, Inc., Barneys (CA) Lease Corp., Barneys (NY) Lease Corp., Basco All-American Sportswear Corp., BNY Licensing Corp., and Barneys America (Chicago) Lease Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.



Notary Public

{seal}

KEVIN T. KEENAN
Notary Public, State of New York
No. 01KE6029897
Qualified in Kings County
Commission Expires August 30, 2005

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None			

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.			

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached schedule.

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached schedule.

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See attached schedule.

Wednesday, July 10, 2002

Country List

Page: 1

Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Country: CN China								
BARNEYS	Registered	BARNEY107	92061022	19-Sep-1992	669267	14-Dec-1993	13-Dec-2003	CLM
Owner: BARNEY'S, INC. Classes: 3								
BARNEYS	Registered	BARNEY108	92061023	19-Sep-1992	663885	28-Oct-1993	27-Oct-2003	CLM
Owner: BARNEY'S, INC. Classes: 14								
BARNEYS	Registered	BARNEY109	92061024	19-Sep-1992	664723	07-Nov-1993	06-Nov-2003	CLM
Owner: BARNEY'S, INC. Classes: 16								
BARNEYS	Registered	BARNEY110	92061026	19-Sep-1992	663808	28-Oct-1993	27-Oct-2003	CLM
Owner: BARNEY'S, INC. Classes: 18								
BARNEYS	Registered	BARNEY111	92061026	19-Sep-1992	664760	07-Nov-1993	06-Nov-2003	CLM
Owner: BARNEY'S, INC. Classes: 20								
BARNEYS	Registered	BARNEY112	92061027	19-Sep-1992	664768	07-Nov-1993	06-Nov-2003	CLM
Owner: BARNEY'S, INC. Classes: 21								
BARNEYS	Registered	BARNEY113		28-Nov-1992	675785	28-Jan-1994	27-Jan-2004	CLM
Owner: BARNEY'S, INC. Classes: 24								
BARNEYS	Registered	BARNEY114	92061029	19-Sep-1992	662948	20-Oct-1993	19-Oct-2003	CLM
Owner: BARNEY'S, INC. Classes: 25								
BARNEYS	Registered	BARNEY161	960066691	05-Jun-1996	1097445	07-Sep-1997	07-Sep-2007	CLM
Owner: BARNEY'S, INC. Classes: 40								
BARNEYS	Registered	BARNEY162	960066690	05-Jun-1996	1097745	07-Sep-1997	07-Sep-2007	CLM
Owner: BARNEY'S, INC. Classes: 35								
Country: HK Hong Kong								
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY189	88/98	05-Jan-1998	12269/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC. Classes: 03								

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY190	89/98	05-Jan-1998	12270/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC. Classes: 08								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY191	90/98	05-Jan-1998	12271/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC. Classes: 14								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY193	92/98	05-Jan-1998	12272/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC. Classes: 18								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY194	93/98	05-Jan-1998	12273/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC. Classes: 20								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY195	94/98	05-Jan-1998	12274/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC. Classes: 21								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY196	95/98	05-Jan-1998	12275/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC. Classes: 24								
Country: IN India								
BARNEY'S	Renewed	BARNEY115	536891	13-Sep-1990	536891B	13-Sep-1990	13-Sep-2004	CLM
Owner: BARNEY'S, INC. Classes: 03								
BARNEY'S	Renewed	BARNEY116	536892B	13-Sep-1990	536892B	13-Sep-1990	13-Sep-2004	CLM
Owner: BARNEY'S, INC. Classes: 14								
BARNEY'S	Registered	BARNEY117	537050	17-Sep-1990	537050B	17-Sep-1990	17-Sep-2004	CLM
Owner: BARNEY'S, INC. Classes: 16								
BARNEY'S	Registered	BARNEY118	536888	13-Sep-1990	536888	11-Sep-1990	11-Sep-2004	CLM
Owner: BARNEY'S, INC. Classes: 18								

Wednesday, July 10, 2002 Country List

Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEY'S	Renewed	BARNEY119	536894	13-Sep-1990	536894B	13-Sep-1990	13-Sep-2004	CLM
								MJI
Owner: BARNEY'S, INC.								Classes: 20
BARNEY'S	Renewed	BARNEY120	536889	13-Sep-1990	536889B	13-Sep-1990	13-Sep-2004	CLM
								MJI
Owner: BARNEY'S, INC.								Classes: 21
BARNEY'S	Registered	BARNEY121	536893	13-Sep-1990	536893B	13-Sep-1990	13-Sep-2004	CLM
								nji
Owner: BARNEY'S, INC.								Classes: 24
BARNEY'S	Renewed	BARNEY122	536890	13-Sep-1990	536890B	13-Sep-1990	13-Sep-2004	CLM
								nji
Owner: BARNEY'S, INC.								Classes: 25
Country: ID Indonesia								
BARNEY'S	Registered	BARNEY168	HCO1011400205	Nov-1993	327608	05-Nov-1993	05-May-2003	CLM
								nji
Owner: BARNEY'S, INC.								Classes: 40
BARNEY'S	Registered	BARNEY169	HCO1011400305	Nov-1993	328.818	15-Mar-1995	05-May-2003	CLM
								nji
Owner: BARNEY'S, INC.								Classes: 42
Country: JP Japan								
BARNEY'S	Renewed	BARNEY048	99906/81		2131984	29-Apr-1989	28-Apr-2009	CLM
								nji
Owner: BARNEY'S, INC.								Classes: 117
BARNEY'S	Renewed	BARNEY049	704502/1997		1932216	25-Feb-1987	25-Feb-2007	CLM
								nji
Owner: BARNEY'S, INC.								Classes: 121
BARNEY'S	Renewed	BARNEY055	134468/1988	29-Nov-1988	2302529	27-Feb-1991	27-Feb-2011	CLM
								MJI
Owner: BARNEY'S, INC.								Classes: 8, 14, 24 (reclassification)
BARNEY'S	Registered	BARNEY056	134469/1988	29-Nov-1988	2311290	28-Jun-1991	28-Jun-2001	CLM
								nji
Owner: BARNEY'S, INC.								Classes: 120
BARNEY'S	Renewed	BARNEY057	134470/1988	29-Nov-1988	2345246	30-Oct-1991	30-Oct-2011	CLM
								MJI
Owner: BARNEY'S, INC.								Classes: 16

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Client: BARNE BARNEYS, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Renewed	BARNEY059	96253/89	24-Aug-1989	285046	28-Feb-1992	28-Feb-2012	CLM
Owner: BARNEYS, INC. Classes: 24								
BARNEYS	Registered	BARNEY060	96254/89	24-Aug-1989	2423786	30-Jun-1992	28-Jun-2012	CLM
Owner: BARNEYS, INC. Classes: 123								
BARNEYS	Registered	BARNEY061	105038/1989	14-Sep-1989	2426232	30-Jun-1992	28-Jun-2012	CLM
Owner: BARNEYS, INC. Classes: 126								
BARNEYS	Registered	BARNEY062	96257/89	24-Aug-1989	2423787	30-Jun-1992	28-Jun-2012	CLM
Owner: BARNEYS, INC. Classes: 127								
BARNEYS	Registered	BARNEY065	96260/89	24-Aug-1989	2429666	30-Jun-1992	28-Jun-2012	CLM
Owner: BARNEYS, INC. Classes: 110								
BARNEYS	Registered	BARNEY106	96256/89	24-Aug-1989	2452229	30-Sep-1992	30-Sep-2002	CLM
Owner: BARNEYS, INC. Classes: 125								
BARNEYS	Registered	BARNEY171	57967/1994	10-Jun-1994	3234686	25-Dec-1996	25-Dec-2006	CLM
Owner: BARNEYS, INC. Classes: 03								
BARNEYS	Registered	BARNEY172	57968/1994	10-Jun-1994	3250070	31-Jan-1997	31-Jan-2007	CLM
Owner: BARNEYS, INC. Classes: 18								
BARNEYS	Registered	BARNEY173	88498/1994	31-Aug-1994	4021432	04-Jul-1997	04-Jul-2007	CLM
Owner: BARNEYS, INC. Classes: 20								
BARNEYS	Registered	BARNEY174	88499/1994	31-Aug-1994	43296543	25-Apr-1997	25-Apr-2007	CLM
Owner: BARNEYS, INC. Classes: 27								
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY141	95891/1993	20-Sep-1993	3231024	29-Nov-1996	29-Nov-2006	CLM
Owner: BARNEYS, INC. Classes: 03								
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY142	95892/1993	20-Sep-1993	3273487	04-Apr-1997	04-Apr-2007	CLM
Owner: BARNEYS, INC. Classes: 14								

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY143	95893/1993	20-Sep-1993	3273488	04-Apr-1997	04-Apr-2007	CLM
Owner: BARNEYS, INC. Classes: 18								
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY144	95894/1993	20-Sep-1993	3234685	25-Dec-1996	25-Dec-2006	CLM
Owner: BARNEYS, INC. Classes: 21								
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY145	95895/1993	20-Sep-1993	3320653	13-Jun-1997	13-Jun-2007	CLM
Owner: BARNEYS, INC. Classes: 25								
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY146	95896/1993	20-Sep-1993	3330933	11-Jul-1997	11-Jul-2007	CLM
Owner: BARNEYS, INC. Classes: 35								
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY147	95897/1993	20-Sep-1993	3265540	24-Feb-1997	24-Feb-2007	CLM
Owner: BARNEYS, INC. Classes: 40								
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY148	95898/1993	20-Sep-1993	3345087	05-Sep-1997	05-Sep-2007	CLM
Owner: BARNEYS, INC. Classes: 42								
Country: KR Korea, South								
BARNEYS	Renewed	BARNEY002	89-10929	04-May-1989	195072	29-Jun-1990	29-Jun-2010	CLM
Owner: BARNEYS, INC. Classes: 14								
BARNEYS	Renewed	BARNEY004	89-10926	04-May-1989	199446	31-Aug-2000	31-Aug-2010	CLM
Owner: BARNEYS, INC. Classes: 14, 18								
BARNEYS	Renewed	BARNEY005	89-10927	04-May-1989	199586	03-Sep-2000	03-Sep-2010	CLM
Owner: BARNEYS, INC. Classes: 20, 21, 24								
BARNEYS	Renewed	BARNEY008	89-10930	04-May-1989	199696	03-Sep-2000	03-Sep-2010	CLM
Owner: BARNEYS, INC. Classes: 25								

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Renewed	BARNEY009	2000659	04-May-1980	12978	27-Nov-1990	27-Nov-2010	CLM
								MJI
								Classes: 36, 40, 42

Country: MY Malaysia

BARNEYS	Renewed	BARNEY011	MA/2907/89	23-May-1989	MA/2907/89	23-May-1989	23-May-2010	CLM
								nji
								Classes: 3
BARNEYS	Renewed	BARNEY012	MA/2906/89	23-May-1989	MA/02906	23-Jul-1994	23-May-2010	CLM
								nji
								Classes: 14
BARNEYS	Renewed	BARNEY013	MA/2905/89	23-May-1989	MA/02905	08-Dec-1994	23-May-2010	CLM
								nji
								Classes: 16
BARNEYS	Renewed	BARNEY014	MA/2904/89	23-May-1989	MA/013182	09-Aug-1994	23-May-2010	CLM
								nji
								Classes: 18
BARNEYS	Renewed	BARNEY015	MA/2902/89	23-May-1989	MA/02902	15-Sep-1995	23-May-2010	CLM
								nji
								Classes: 20
BARNEYS	Registered	BARNEY016	MA/2903/89	23-May-1989	MA/03/89	23-May-1989	23-May-2006	CLM
								MJI
								Classes: 21
BARNEYS	Renewed	BARNEY017	MA/2908/89	23-May-1989	MA/2908/89	23-May-1989	23-May-2010	CLM
								nji
								Classes: 24
BARNEYS	Registered	BARNEY018	MA/2909/89	23-May-1989	MA/02909	23-May-1989	23-May-2006	CLM
								nji
								Classes: 25

Country: PH Philippines

BARNEYS	Pending	BARNEY131	121779	18-Jun-1997				CLM
								MJI
								Classes: 42
BARNEYS	Pending	BARNEY132	121775	18-Jun-1997				CLM
								nji
								Classes: 18

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEY'S	Registered	BARNEY132A	121778	18-Jun-1997	4-1997121778	23-Jul-2001	23-Jul-2021	CLM
Owner: BARNEY'S, INC. Classes: 40								
BARNEY'S	Pending	BARNEY132B	121776	18-Jun-1997				CLM
Owner: BARNEY'S, INC. Classes: 21								
BARNEY'S	Pending	BARNEY132C	121777	18-Jun-1997				CLM
Owner: BARNEY'S, INC. Classes: 25								
Country: SG Singapore								
BARNEY'S	Registered	BARNEY010	S/6683/89	19-Oct-1989	6683/89	19-Oct-1989	19-Oct-2006	CLM
Owner: BARNEY'S, INC. Classes: 8								
BARNEY'S	Renewed	BARNEY019	S/2710/89	03-May-1989	2710/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 3								
BARNEY'S	Renewed	BARNEY020	S/2711/89	03-May-1989	2711/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 14								
BARNEY'S	Renewed	BARNEY022	S/2713/89	03-May-1989	2713/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 18								
BARNEY'S	Renewed	BARNEY023	S/2714/89	03-May-1989	2714/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 20								
BARNEY'S	Renewed	BARNEY024	2715/89	03-May-1989	2715/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 21								
BARNEY'S	Renewed	BARNEY025	S/244/91	04-May-1989	2344/91	01-Mar-1991	01-Mar-2011	CLM
Owner: BARNEY'S, INC. Classes: 24								
BARNEY'S	Renewed	BARNEY026	S/2709/89	03-May-1989	2709/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 25								
BARNEY'S	Renewed	BARNEY158	S/5907/91	19-Jun-1991	T91/05907E	19-Jun-1991	19-Jun-2011	CLM
Owner: BARNEY'S, INC. Classes: 40								

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Client: BARNE BARNEYS, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Renewed	BARNEY159	S/5908/91	19-Jun-1991	T91/05908C	19-Jun-1991	19-Jun-2011	CLM mji
Owner: BARNEYS, INC. Classes: 42								
Country: TW Taiwan								
BARNEYS	Renewed	BARNEY027	78-33385	18-Jul-1989	479715	01-Apr-1990	31-Mar-2010	CLM MJT
Owner: BARNEYS, INC. Classes: 03								
BARNEYS	Renewed	BARNEY027A	78-33386	18-Jul-1989	481485	16-Apr-1990	15-Apr-2010	CLM MJT
Owner: BARNEYS, INC. Classes: 03								
BARNEYS	Renewed	BARNEY027B	78-33387	18-Jul-1989	478052	16-Mar-1990	15-Mar-2010	CLM MJT
Owner: BARNEYS, INC. Classes: 03								
BARNEYS	Renewed	BARNEY028	78-33388	18-Jul-1989	481894	16-Apr-1990	15-Apr-2010	CLM MJT
Owner: BARNEYS, INC. Classes: 20								
BARNEYS	Renewed	BARNEY029	78-33389	18-Jul-1989	480266	01-Apr-1990	31-Mar-2010	CLM MJT
Owner: BARNEYS, INC. Classes: 24, 25								
BARNEYS	Renewed	BARNEY030	78-33390	18-Jul-1989	478411	16-Mar-1990	15-Mar-2010	CLM mji
Owner: BARNEYS, INC. Classes: 25								
BARNEYS	Renewed	BARNEY031	78-33391	18-Jul-1989	476988	01-Mar-1990	28-Feb-2010	CLM MJT
Owner: BARNEYS, INC. Classes: 25								
BARNEYS	Renewed	BARNEY032	78-33392	18-Jul-1989	478716	16-Mar-1990	15-Mar-2010	CLM MJT
Owner: BARNEYS, INC. Classes: 25								
BARNEYS	Renewed	BARNEY033	78-33393	18-Jul-1989	480528	01-Apr-1990	31-Mar-2010	CLM MJT
Owner: BARNEYS, INC. Classes: 18								
BARNEYS	Renewed	BARNEY034	78-33394	18-Jul-1989	483398	01-May-1990	30-Apr-2010	CLM MJT
Owner: BARNEYS, INC. Classes: 14								
BARNEYS	Renewed	BARNEY035	78-33395	18-Jul-1989	487664	16-Jun-1990	15-Jun-2010	CLM MJT
Owner: BARNEYS, INC. Classes: 25								

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Client: BARNE BARNEYS, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Renewed	BARNEY036	78-33396	18-Jul-1989	487733	16-Jun-1990	15-Jun-2010	CLM
								MJI
								Classes: 8, 21
BARNEYS	Renewed	BARNEY036A	78-33397	18-Jul-1989	44347	16-Apr-1990	16-Apr-2010	CLM
								MJI
								Classes: 42
BARNEYS	Renewed	BARNEY036B	78-33398	18-Jul-1989	44460	16-Apr-1990	15-Apr-2010	CLM
								MJI
								Classes: 35
BARNEYS	Renewed	BARNEY036C	78-33399	18-Jul-1989	44237	01-Apr-1990	31-Mar-2010	CLM
								MJI
								Classes: 40
Country: TH Thailand								
BARNEYS	Registered	BARNEY037	389643	15-Jun-1989	TM96015	15-Jun-1989	14-Jun-2009	CLM
								nji
								Classes: 8
BARNEYS	Registered	BARNEY039	389644	15-Jun-1989	TM96006	15-Jun-1989	14-Jun-1999	CLM
								nji
								Classes: 14
BARNEYS	Renewed	BARNEY040	389645	15-Jun-1989	TM99718	15-Jun-1989	14-Jun-2009	CLM
								nji
								Classes: 21
BARNEYS	Registered	BARNEY042	389646	15-Jun-1989	TM96038	15-Jun-1989	14-Jun-2009	CLM
								nji
								Classes: 24
BARNEYS	Registered	BARNEY043	389647	15-Jun-1989	TM97798	15-Jun-1989	15-Jun-2009	CLM
								njl
								Classes: 18
BARNEYS	Registered	BARNEY044	389648	15-Jun-1989	TM96039	15-Jun-1989	14-Jun-2009	CLM
								nji
								Classes: 25
BARNEYS	Renewed	BARNEY101	389649	15-Jun-1989	TM115683	20-Jul-2000	14-Jun-2009	CLM
								nji
								Classes: 16
BARNEYS	Renewed	BARNEY102	389650	15-Jun-1989	TM106729	15-Jun-1989	14-Jun-2009	CLM
								nji
								Classes: 20

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Client: BARNE BARNEYS, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Registered	BARNEY103	389651	15-Jun-1989	TN196040	15-Jun-1989	14-Jun-2009	CLM
								mfj
								Classes: 3

Country: US United States of America

AMERICA HOUSE	Registered	BARNEY092	397423	30-Sep-1982	1323819	05-Mar-1985	05-Mar-2005	CLM
								Classes: 42
BABY LOGO	Registered	BARNEY184	757297335	23-May-1997	2163999	09-Jun-1998	09-Jun-2008	CLM
								Classes: 10, 24, 25
BARNEYS	Renewed	BARNEY072	136187	22-Jan-1962	740068	30-Oct-1962	30-Oct-2002	CLM
								Classes: 25
BARNEYS	Registered	BARNEY097	397428	30-Sep-1982	1337912	28-May-1985	28-May-2005	CLM
								Classes: 18, 21, 25, 40, 42
BARNEYS CHELSEA PASSAGE PROGRAM	Registered	BARNEY096	397708	30-Sep-1982	1328560	02-Apr-1985	02-Apr-2005	CLM
								Classes: 21, 42
BARNEYS CORPORA TE	Registered	BARNEY095	397429	30-Sep-1982	1321351	19-Feb-1985	19-Feb-2005	CLM
								Classes: 42
BARNEYS NEW YORK	Registered	BARNEY058	397427	30-Sep-1982	1332229	23-Apr-1985	23-Apr-2005	CLM
								Classes: 21, 25, 40, 42
BARNEYS	Registered	BARNEY045	397425	30-Sep-1982	1371828	09-Jul-1985	19-Nov-2005	CLM
								Classes: 42
BARNEYS NEW YORK	Registered	BARNEY176	74698082	06-Jul-1995	2073088	24-Jun-1997	24-Jun-2007	CLM
								Classes: 42
BARNEYS NEW YORK	Registered	BARNEY182	757273941	14-Apr-1997	2571696	21-May-2002	21-May-2012	CLM
								Classes: [18,] 24, 25, [28]
								CF

Wednesday, July 10, 2002 Country List

Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEY'S NEW YORK & LION DESIGN	Published	BARNEY210	76/007053	22-Mar-2000				CLM
Classes: 18, 24, 25, 28								
BARNEY'S NEW YORK & LION DESIGN	Registered	BARNEY210A	75/981426	22-Mar-2000	2583246	18-Jun-2002	18-Jun-2012	CLM
Classes: 24, 25								
BARNEY'S NEW YORK (STYLIZED)	Renewed	BARNEY066	792604	28-Mar-1989	1670003	30-Oct-1990	30-Oct-2010	CLM
Classes: 25, 42								
BARNEY'S NEW YORK STUFF	Published	BARNEY211	76/050007	17-May-2000				CLM
Classes: 35								
BARNEY'S NEW YORK MADISON AVENUE	Published	BARNEY216	76/143228	10-Oct-2000				CLM
Classes: 25								
BARNEY'S NEW YORK OFFSPRING	Published	BARNEY217	76/210450	15-Feb-2001				CLM
Classes: 35								
BARNEY'S NEW YORK PROCREATION	Published	BARNEY206	75/876415	21-Dec-1999				CLM
Classes: 25								
BARNEY'S NEW YORK PROCREATION	Registered	BARNEY206A	75/981207	21-Dec-1999	2526032	01-Jan-2002	01-Jan-2012	CLM
Classes: 25								
CHEEKY, HAPPY, HIP	Registered	BARNEY220	76/254052	09-May-2001	12520141	18-Dec-2001	18-Dec-2011	CLM
Classes: 35								

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CHEEKY, HAPPY, HIP & DOUBLE PARAKEET DESIGN	Registered	BARNEY221	76/261420	24-May-2001	2520176	18-Dec-2001	18-Dec-2011	CLM
Classes: 35								
CHELSEA PASSAGE	Registered	BARNEY156	74/139558	15-Feb-1991	1793956	21-Sep-1993	21-Sep-2003	CLM
Classes: 42								
CO-OP	Published	BARNEY205	75/865764	07-Dec-1999				CLM
Classes: 3, 18, 25, 35								
CO-OP BARNEY'S, INC.	Published	BARNEY204	75/865763	07-Dec-1999				CLM
Classes: 3, 18, 25, 35								
CO-OP BARNEY'S NEW YORK	Published	BARNEY204	75/865763	07-Dec-1999				CLM
Classes: 3, 18, 25, 35								
CO/OP (STYLIZED)	Registered	BARNEY181	75/722841	08-Jan-1997	2130404	20-Jan-1998	20-Jan-2008	CLM
Classes: 25								
CO/OP BARNEY'S, INC.	Registered	BARNEY157	685577	21-Sep-1987	1535382	18-Apr-1989	18-Apr-2009	CLM
Classes: 25								
DI GRAZZO (SCRIPT)	Renewed	BARNEY071	503277	05-Jun-1946	434297	18-Nov-1947	18-Nov-2007	CLM
Classes: 25								
ENGLISH ROOM	Registered	BARNEY091	397426	30-Sep-1982	1323820	05-Mar-1985	05-Mar-2005	CLM
Classes: 42								
FRED'S AT BARNEY'S NEW YORK	Registered	BARNEY185	75/172667	26-Sep-1996	2144170	17-Mar-1998	17-Mar-2008	CLM
Classes: 42								
GET IT RIGHT	Registered	BARNEY213	76/084625	06-Jul-2000	2501785	30-Oct-2001	30-Oct-2011	CLM
Classes: 35, 40								
GET IT RIGHT & SILHOUETTE DESIGN	Published	BARNEY219	76/261421	24-May-2001				CLM
Classes: 35, 40								

Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
GIVE GOOD GIFT	Registered	BARNEY214	76/086488	11-Jul-2000	2479769	21-Aug-2001	21-Aug-2011	CLM
Classes: 35								
INTERNATIONAL HOUSE	Registered	BARNEY098	397422	30-Sep-1982	1348017	09-Jul-1985	09-Jul-2005	CLM
Classes: 25, 42								
LION DESIGN	Published	BARNEY209	76/007054	22-Mar-2000				CLM
Classes: 18, 24, 25, 28								
LION DESIGN	Registered	BARNEY209A	75/981502	22-Mar-2000	2559933	09-Apr-2002	09-Apr-2012	CLM
Classes: 24, 25								
MADISON ROOM	Authorized	BARNEY201						CLM
Classes: 25								
MADISON ROOM	Authorized	BARNEY202						CLM
Classes: 35, 42								
OAK ROOM	Registered	BARNEY093	397420	30-Sep-1982	1290494	14-Aug-1984	14-Aug-2004	CLM
Classes: 42								
SELECT, DON'T SETTLE	Registered	BARNEY135	74/030677	16-Feb-1990	1678142	03-Mar-1992	03-Mar-2012	CLM
Classes: 42								
SELECT, DON'T SETTLE (STYLIZED)	Registered	BARNEY160	74/173714	07-Jun-1991	1683409	14-Apr-1992	14-Apr-2002	CLM
Classes: 42								
SILHOUETTE OF MAN DESIGN	Registered	BARNEY212	76/086496	11-Jul-2000	2535904	05-Feb-2002	05-Feb-2012	CLM
Classes: 35, 40								
TASTE, LUXURY, HUMOR	Registered	BARNEY222	76/283654	12-Jul-2001	2552600	26-Mar-2002	26-Mar-2012	CLM
Classes: 35								
THE BOOK OF KNOWLEDGE	Registered	BARNEY203	75/555824	21-Sep-1998	2294407	23-Nov-1999	23-Nov-2009	CLM
Classes: 16								
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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
THE FOUNDATION	Pending	BARNEY224	76768542	08-Feb-2002				CLM
Owner: BARNEY'S, INC. Classes: 35								
THE FOUNDATION (STYLIZED)	Pending	BARNEY225	76789133	01-Apr-2002				CLM
Owner: BARNEY'S, INC. Classes: 35								
THE R.S.V.P. ROOM AT BARNEY'S	Registered	BARNEY089	397431	30-Sep-1982	1290496	14-Aug-1984	14-Aug-2004	CLM
Owner: BARNEY'S, INC. Classes: 42								

BARNEY'S INC. TRADEMARKS CLIENT NO. 6100

Country	Trademark	Case No.	Appn. No.	Filing Date	Reg. No.	Reg. Date	Status
Japan	BARNEY'S SHOP	BARN-08100/0022	62-088603	30-Jul-1987	2,210,376	23-Feb-1990	Registered
United States of America	DI GRAZZO	BARN-08100/0026	503,277	05-Jun-1948	434,297	18-Nov-1947	Registered
United States of America	LOOK	BARN-08100/0043	74/579,035	27-Sep-1994	1,992,444	13-Aug-1998	Registered

TOTAL P. 03

Thursday, June 20, 2002

SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
None.			

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
None.			

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, 200__, is delivered pursuant to Section 11 of that certain Intellectual Property Security Agreement, dated as of April 1, 2003 (as from time to time amended, modified or supplemented, the "Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among Barney's, Inc., Barneys America, Inc., Barneys (CA) Lease Corp., Barneys (NY) Lease Corp., Basco All-American Sportswear Corp., BNY Licensing Corp., and Barneys America (Chicago) Lease Corp., and Wilmington Trust Company, as Collateral Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title:

STM/228038.5
NYV758368.5

TRADEMARK