

09-20-2004



102839303

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

REC T

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.

Q-17-04

1. Name of conveying party(ies): MUDD (USA) LLC

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

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

3. Nature of conveyance:

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

Execution Date: 5/21/04

2. Name and address of receiving party(ies)

Name: THE CIT GROUP/COMMERCIAL SERVICES,

Internal

Address:

Street Address: 1211 Avenue of the Americas

City: New York State: NY Zip: 10036

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State New York, 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)

See Attached Schedule A.

B. Trademark Registration No.(s)

See Attached Schedule A.

Additional number(s) attached Yes No

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

Name: Joseph Makseyn

Internal Address: Otterbourg, Steindler

Street Address: 230 Park Avenue

City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41) \$ 715.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Joseph Makseyn Name of Person Signing

Signature

9/16/04 Date

Total number of pages including cover sheet, attachments, and document: 31

09/20/2004 GTON11 0000067 76271289

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

01 FC:8521 02 FC:8522

40.00 OP 675.00 OP

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK REPORT

MUDD **ARGENTINA**
MUDD, L.L.C. Trademark Registered
REG No: 1884314 09/06/02 Renewal Due: 09/06/12
APP No: 2328621 02/21/01
Class: Int 25 our ref: 726,829
Goods: All goods in the class.

MUDD **ARUBA**
MUDD, L.L.C. Trademark Registered
REG No: 21992 07/24/02 Renewal Due: 03/04/12
APP No: IM02030411 03/04/02
Classes: Int 9, 14, 18, 25 our ref: 729,515
Goods: Eyeglass frames, sunglasses in class 9; Watches in class 14; Backpacks, hand bags, tote bags, purses, cosmetic cases, wallets in class 18; Clothing and footwear; shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, swimsuits, skirts, jackets, coats, vest, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas in class 25.



HEART, HAND AND FLOWER DESIGN II **AUSTRALIA**
MUDD, LLC Trademark Registered
REG No: 912607 12/23/02 Renewal Due: 05/13/12
APP No: 912607 05/13/02
Classes: Int 9, 14, 18, 25 our ref: 730,118
Goods: Eyeglasses, eyeglass frames and sunglasses, being goods in class 9; Costume jewelry, watches being goods in class 14; Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty being goods in class 18; Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts, being goods in class 25.

MUDD **AUSTRALIA**
MUDD, L.L.C. Trademark Registered
REG No: 764324 06/09/98 Renewal Due: 06/09/08
APP No: 764324 06/09/98
Class: INT 25 our ref: 974,969
Goods: Clothing, footwear, headgear including jeans, shirts, shorts, pants, skirts, bras, panties, camisoles

MUDD **AUSTRALIA**
MUDD, LLC Servicemark Registered
REG No: 927954 05/22/03 Renewal Due: 09/20/12
APP No: 927954 09/20/02
Class: Int 35 our ref: 731,316
Services: Retail, mail order and internet sales of goods; marketing advisory services; marketing consultancy services; advertising services, being services in class 35.

TRADEMARK REPORT

MUDD **BARBADOS**
MUDD, L.L.C. Trademark Registered
REG No: 81/16667 02/17/03 Renewal Due: 01/13/13
APP No: M/1981/016667 01/13/03
Class: Int 14 our ref: 730,005
Goods: Watches.

MUDD **BARBADOS**
MUDD, L.L.C. Trademark Registered
REG No: 81/16668 02/17/03 Renewal Due: 01/13/13
APP No: M/1981/016668 01/13/03
Class: Int 18 our ref: 730,006
Goods: Backpacks, hand bags, tote bags, purses, cosmetics cases, wallets, in class 18.

MUDD **BARBADOS**
MUDD, L.L.C. Trademark Registered
REG No: 81/16669 02/17/03 Renewal Due: 01/13/13
APP No: M/1981/016669 01/13/03
Class: Int 25 our ref: 730,007
Goods: Clothing and footwear; shoes, boots, sandals, socks, jeans, pants, shorts, t-shirts, sweat shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts nightgowns, pajamas, in class 25

MUDD **BARBADOS**
MUDD, L.L.C. Trademark Registered
REG No: 81/16666 02/17/03 Renewal Due: 01/13/13
APP No: M/1981/016666 01/13/03
Class: Int 9 our ref: 729,503
Goods: Eyeglass frames, sunglasses, in class 9

MUDD **BOLIVIA**
MUDD, L.L.C. Trademark App. Pending
APP No: SM 0132-2002 01/15/02
Class: Int 14 our ref: 729,781
Goods: Watches.

TRADEMARK REPORT

MUDD
MUDD, L.L.C.

BOLIVIA
Trademark
App. Pending

APP No: SM 0133-2002 01/15/02

Class: Int 18

our ref: 729,782

Goods: Backpacks, hand bags, tote bags, purses, cosmetics cases, wallets

MUDD
MUDD, L.L.C.

BOLIVIA
Trademark
Registered

REG No: 87087-C 07/03/02 Renewal Due: 07/03/12
APP No: SM 0606-2001 02/28/01

Class: Int 25

our ref: 726,830

Goods: Shoes, boots, sandals, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras.

MUDD
MUDD, L.L.C.

BOLIVIA
Trademark
App. Pending

APP No: SM 0135-2001 01/15/02

Class: Int 25

our ref: 729,783

Goods: Clothing and footwear; shoes, boots, sandals, socks, jeans, pants, shorts, shirts, T-shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

MUDD
MUDD, L.L.C.

BOLIVIA
Trademark
App. Pending

APP No: SM 0131-2002 01/15/02

Class: Int 9

our ref: 729,504

Goods: Eyeglass frames, sunglasses

MUDD
MUDD, L.L.C.

BRAZIL
Trademark
Registered

REG No: 820946699 07/10/01 Renewal Due: 07/10/11
APP No: 820946699 07/30/98

Class: INT 25

our ref: 974,971

Goods: Shoes, boots, sandals, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, skirts, jackets, coats, vests, camisoles, hats, panties, bras.

TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II
MUDD, LLC

CANADA
Trademark
App. Pending



APP No: 1156556 05/08/03
Class: None

our ref: 730,120

Goods: Eyeglasses, eyeglass frames and sunglasses; costume jewelry, watches; wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty; clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

MUDD
MUDD, L.L.C.

CANADA
Trademark
Registered

REG No: TMA552184 10/10/01 Renewal Due: 10/10/16
APP No: 887882 08/20/98
Class:

our ref: 974,996

Goods: Clothing, namely, jeans, vests, pants, overalls, shorts, shirts, skirts, dresses, scarves, hats, gloves, belts, jeans, overalls, skirts, shirts, shorts, and dresses.
-----First use October 1, 1997.
-----Owner of United States Reg. no. 1992148
-----Associated with Canada Reg. no. TMA507180

MUDD
MUDD, L.L.C.

CANADA
Trademark
App. Pending

APP No: 1089685 01/19/01
Class:

our ref: 726,752

Goods: Footwear, shoes, athletic shoes.

MUDD
MUDD, L.L.C.

CANADA
Trademark
App. Pending

APP No: 1127977 01/14/02
Class:

our ref: 728,458

Goods: Eyeglass frames and sunglasses, watches, backpacks, hand bags, tote bags, purses, cosmetic cases, wallets, Clothing and footwear: shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweatshirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas, jeans, overalls, skirts, shirts, shorts, dresses.

MUDD AND DESIGN I
MUDD, L.L.C.

CANADA
Trademark
Registered



REG No: TMA507180 01/27/99 Renewal Due: 01/27/14
APP No: 862648 11/26/97
Class:

our ref: 974,979

Goods: Mens' ladies' and childrens' denim jeans

MUDD, LLC

TRADEMARK REPORT



MUDD AND FOOT DESIGN
MUDD, LLC

CANADA
Trademark
App. Pending

APP No: 1086485 12/18/00

Class:

our ref: 983,020

Goods: Footwear, namely, ladies, mens, girls and boys sandals, dress shoes and fashion athletic shoes.

MUDD

MUDD, L.L.C.

CHILE

Trademark
Registered

REG No: 642918 09/24/02 Renewal Due: 09/24/12
APP No: 518862 02/03/01

Class: Int 25

our ref: 726,831

Goods: Clothing, footwear and headgear.

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

CHINA

Trademark
Registered



REG No: 3187044 01/21/04 Renewal Due: 01/21/14
APP No: 3187044 05/24/02

Class: Int 14

our ref: 730,126

Goods: Costume jewelry, watches.

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

CHINA

Trademark
Registered



REG No: 3187043 10/14/03 Renewal Due: 10/14/13
APP No: 3187043 05/24/02

Class: Int 18

our ref: 730,127

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

CHINA

Trademark
Registered



REG No: 3187042 12/14/03 Renewal Due: 12/14/13
APP No: 3187042 05/24/02

Class: Int 25

our ref: 730,128

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II

CHINA

MUDD, LLC

Trademark
Registered



REG No: 3187045
APP No: 3187045

08/07/03
05/24/02

Renewal Due: 08/07/13

Class: Int 9

our ref: 730,125

Goods: Eyeglasses, eyeglass frames and sunglasses.

MUDD

CHINA

MUDD, LLC

Trademark
Registered

REG No: 3187034
APP No: 3187034

01/21/04
05/22/02

Renewal Due: 01/21/04

Class: Int 14

our ref: 730,090

Goods: Costume jewelry, watches.

MUDD

CHINA

MUDD, LLC

Trademark
Registered

REG No: 3187033
APP No: 3187033

08/28/03
05/22/02

Renewal Due: 08/28/13

Class: Int 16

our ref: 730,091

Goods: Stationery type portfolios and folders, writing pads and tablets, personal organizers, personal planners, photo albums, identification stickers and tags, cardboard and paper mailing envelopes and paper mailing pouches, adhesive tapes for household purposes, glue for household purposes, decals, art pads, art paper, arts and crafts paint kits, pens, pencils, diaries, erasers, felt pens, highlighting pens, pen and pencil holders and cases, memo pads, note books, note cards, note pads, notebook dividers, loose leaf paper, paper clips, paper staplers, paper staples, pocket calendars, drawing rulers, temporary tattoos, art prints, printed art reproductions.

MUDD

CHINA

MUDD, LLC

Trademark
Registered

REG No: 3187032
APP No: 3187032

10/14/03
05/22/02

Renewal Due: 10/14/13

Class: Int 18

our ref: 730,092

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

MUDD

CHINA

MUDD, LLC

Trademark
Registered

REG No: 3187031
APP No: 3187031

09/28/03
05/22/02

Renewal Due: 09/28/13

Class: Int 21

our ref: 730,093

Goods: Soap dishes, skin lotion dispensers, toothbrush holders, bathroom tumblers.

TRADEMARK REPORT

MUDD

MUDD, L.L.C.

REG No: 1801632
APP No: 2001081367

07/07/02
05/01/01

Renewal Due: 07/07/12

CHINA

Trademark
Registered

Class: Int 25
Goods: Clothing, footwear.

our ref: 726,832

MUDD

MUDD, LLC

APP No: 3331694 10/10/02

Class: Int 35

Services: Sales promotion (for others); advertising; advertising by mail order; online advertising on a data communications network; professional business consultancy; marketing studies.

CHINA

Service mark
App. Pending

our ref: 731,317

MUDD

MUDD, LLC

REG No: 3187035 08/07/03
APP No: 3187035 05/22/02

Renewal Due: 08/07/13

CHINA

Trademark
Registered

Class: Int 9
Goods: Eyeglasses, eyeglass frames and sunglasses.

our ref: 730,089

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

APP No: 91018943 05/14/02

Class: Int 14

Goods: Costume jewelry, watches.

CHINA (TAIWAN)

Trademark
App. Pending

our ref: 730,192



HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

REG No: 01044219 05/16/03
APP No: 91018944 05/14/02

Renewal Due: 05/16/13

CHINA (TAIWAN)

Trademark
Registered

Class: Int 18
Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

our ref: 730,193



TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II

CHINA (TAIWAN)

MUDD, LLC

Trademark
Registered



REG No: 10154429
APP No: 91018945

08/16/03
05/14/02

Renewal Due: 08/16/13

Class: Int 25

our ref: 730,194

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

HEART, HAND AND FLOWER DESIGN II

CHINA (TAIWAN)

MUDD, LLC

Trademark
Registered



REG No: 01040340
APP No: 91018942

04/16/03
05/14/02

Renewal Due: 04/16/13

Class: Int 9

our ref: 730,191

Goods: Eyeglasses, eyeglass frames and sunglasses.

MUDD

COLOMBIA

MUDD, L.L.C.

Trademark
Registered

REG No: 260538
APP No: 02004339

09/13/02
01/21/02

Renewal Due: 09/13/12

Class: Int 14

our ref: 729,775

Goods: Watches

MUDD

COLOMBIA

MUDD, L.L.C.

Trademark
Registered

REG No: 260539
APP No: 02004338

09/13/02
01/21/02

Renewal Due: 09/13/12

Class: Int 18

our ref: 729,776

Goods: Backpacks, hand bags, tote bags, purses, cosmetics cases, wallets.

MUDD

COLOMBIA

MUDD, L.L.C.

Trademark
App. Pending

APP No: 01028479

04/10/01

Class: Int 25

our ref: 726,833

Goods: Shoes, boots, sandals, jeans, pants, shorts, shirts, t-shirts, sweatshirts, sweaters, tank tops, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras.

TRADEMARK REPORT

MUDD **COLOMBIA**
MUDD, L.L.C. Trademark
REG No: 264899 03/14/03 Renewal Due: 03/14/13 Registered
APP No: 02004342 01/21/02
Class: Int 25 our ref: 729,777
Goods: Clothing and footwear; shoes, boots, sandals, socks, jeans, pants, shorts, shirts, T-shirts, sweat shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

MUDD **COLOMBIA**
MUDD, L.L.C. Trademark
REG No: 260540 09/13/02 Renewal Due: 09/13/12 Registered
APP No: 02004336 01/21/02
Class: Int 9 our ref: 729,505
Goods: Eyeglass frames, sunglasses.

MUDD **COSTA RICA**
MUDD, L.L.C. Trademark
REG No: 134441 08/16/02 Renewal Due: 08/16/12 Registered
APP No: 2002-0000365 01/17/02
Class: Int 14 our ref: 731,997
Goods: Watches.

MUDD **COSTA RICA**
MUDD, L.L.C. Trademark
REG No: 134662 08/20/02 Renewal Due: 08/20/12 Registered
APP No: 2002-0000364 01/17/02
Class: Int 18 our ref: 731,998
Goods: Backpacks, handbags, tote bags, purses, cosmetic cases, wallets.

MUDD **COSTA RICA**
MUDD, L.L.C. Trademark
APP No: 2002-0000363 01/17/02 App. Pending
Class: Int 25 our ref: 731,999
Goods: Clothing and footwear, shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

TRADEMARK REPORT

MUDD

MUDD, L.L.C.

REG No: 134440
APP No: 2002-0000386

08/16/02
01/17/02

Renewal Due: 08/16/12

COSTA RICA

Trademark
Registered

Class: Int 9

Goods: Eyeglass frames, sunglasses .

our ref: 729,506

MUDD

MUDD, LLC

REG No: 128474
APP No: 2002/77307

09/13/02
06/25/02

Renewal Due: 09/13/12

DOMINICAN REPUBLIC

Trademark
Registered

Class: Int 14

Goods: Watches.

our ref: 732,569

MUDD

MUDD, LLC

REG No: 128472
APP No: 2002/77308

09/13/02
06/25/02

Renewal Due: 09/13/12

DOMINICAN REPUBLIC

Trademark
Registered

Class: Int 18

Goods: Backpacks, hand bags, tote bags, purses, cosmetics cases, wallets.

our ref: 732,570

MUDD

MUDD, LLC

REG No: 128471
APP No: 2002/77309

09/13/02
06/25/02

Renewal Due: 09/13/12

DOMINICAN REPUBLIC

Trademark
Registered

Class: Int 25

Goods: Clothing and footwear, shoes, boots, sandals, socks, jeans, pants, shorts, shirts, T-shirts, sweat shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

our ref: 732,571

MUDD

MUDD, L.L.C.

REG No: 129685
APP No: 2002/77310

02/15/02
01/15/02

Renewal Due: 02/15/12

DOMINICAN REPUBLIC

Trademark
Registered

Class: Int 9

Goods: Eyeglass frames, sunglasses.

our ref: 729,513

TRADEMARK REPORT

MUDD

MUDD, L.L.C.

REG No: 19060
APP No: 120363

07/30/02
01/14/02

Renewal Due: 07/30/12

ECUADOR

Trademark
Registered

Class: Int 14

Goods: Watches

our ref: 729,772

MUDD

MUDD, L.L.C.

REG No: 19067
APP No: 120360

07/30/02
01/14/02

Renewal Due: 07/30/12

ECUADOR

Trademark
Registered

Class: Int 18

Goods: Backpacks, hand bags, tote bags, purses, cosmetics cases, wallets.

our ref: 729,773

MUDD

MUDD, L.L.C.

REG No: 18216
APP No: 111515

06/14/02
02/21/01

Renewal Due: 06/14/12

ECUADOR

Trademark
Registered

Class: Int 25

Goods: Clothing and footwear.

our ref: 726,834

MUDD

MUDD, L.L.C.

REG No: 19059
APP No: 120362

07/30/02
01/14/02

Renewal Due: 07/30/12

ECUADOR

Trademark
Registered

Class: Int 25

Goods: Clothing and footwear; shoes, boots, sandals, socks, jeans, pants, shorts, shirts, T-shirts, sweat shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

our ref: 729,774

MUDD

MUDD, L.L.C.

REG No: 19058
APP No: 120361

07/30/02
01/14/02

Renewal Due: 07/30/12

ECUADOR

Trademark
Registered

Class: Int 9

Goods: Eyeglass frames, sunglasses.

our ref: 729,511

TRADEMARK REPORT

MUDD

EL SALVADOR

MUDD, L.L.C.

Trademark
Registered

REG No: 158 BOOK 179
APP No: 200221158

11/17/03
01/15/02

Renewal Due: 11/17/13

Class: Int 14

our ref: 729,769

Goods: Watches

MUDD

EL SALVADOR

MUDD, L.L.C.

Trademark
Registered

REG No: 159 BOOK 179
APP No: 200221156

11/17/03
01/15/02

Renewal Due: 11/17/13

Class: Int 18

our ref: 729,770

Goods: Backpacks, hand bags, purses, cosmetics cases, wallets.

MUDD

EL SALVADOR

MUDD, L.L.C.

Trademark
App. Pending

APP No: 012002021155

01/15/02

Class: Int 25

our ref: 729,771

Goods: Clothing and footwear; shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

MUDD

EL SALVADOR

MUDD, L.L.C.

Trademark
Registered

REG No: 156 BOOK 179
APP No: 012002021159

11/17/03
01/15/02

Renewal Due: 11/17/13

Class: Int 9

our ref: 729,521

Goods: Eyeglass frames, sunglasses.

HEART, HAND AND FLOWER DESIGN II

EUROPEAN COMMUNITY

MUDD, LLC

Trademark
App. Pending

APP No: 002706430

05/17/02

Renewal Due: 05/17/12

Classes: Int 9, 14, 18, 25

our ref: 730,130

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Costume jewelry, watches in class 14; Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts in class 25.



MUDD, LLC

TRADEMARK REPORT

MUDD

EUROPEAN COMMUNITY

MUDD, L.L.C.

TRADEMARK
Registered

REG No: 845990
APP No: 845990

10/04/99
06/09/98

Renewal Due: 06/09/08

Class: INT

25

our ref: 974,972

Goods: Clothing, footwear, headgear, including jeans, shirts, shorts, pants, skirts, bras, panties, camisoles

MUDD

EUROPEAN COMMUNITY

MUDD, L.L.C.

Trademark
Registered

REG No: 2532315
APP No: 2532315

03/14/03
01/11/02

Renewal Due: 01/11/12

Classes: INT

9, 14, 18, 25

our ref: 728,457

Goods: Eyeglasses, eyeglass frames and sunglasses, in class 9; Costume jewelry, watches in class 14; Leather goods; namely wallets, card cases, pocket organizer, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Hosiery, jackets, coats, swim wear, sweat suits, sweat pants, t-shirts, warm up suits, socks and clothing belts in class 25.

MUDD (STYLIZED) I

EUROPEAN COMMUNITY

MUDD, LLC

Trademark
App. Pending

Mudd

APP No: 002714392

05/24/02

Renewal Due: 05/24/12

Classes: Int

9, 14, 18, 25

our ref: 730,301

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Costume jewelry, watches in class 14; Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts in class 25.

MUDD

GUATEMALA

MUDD, L.L.C.

Trademark
App. Pending

APP No: 00667

02/04/02

Class: INT

14

our ref: 729,905

Goods: Watches.

MUDD

GUATEMALA

MUDD, L.L.C.

Trademark
App. Pending

APP No: 00665

02/04/02

Class: INT

18

our ref: 729,906

Goods: Backpacks, handbags, tote bags, purses, cosmetic cases, wallets.

TRADEMARK REPORT

MUDD
MUDD, L.L.C.

GUATEMALA
Trademark
App. Pending

APP No: 00666 02/04/02

Class: INT 25

our ref: 729,907

Goods: Clothing and footwear: shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweatshirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

MUDD
MUDD, L.L.C.

GUATEMALA
Trademark
Registered

REG No: 123254 04/06/03 Renewal Due: 04/06/13
APP No: 2002-00664 02/04/02

Class: Int 9

our ref: 729,507

Goods: Eyeglass frames, sunglasses.

MUDD
MUDD, LLC

HAITI
Trademark
Registered

REG No: 243REG136 10/31/02 Renewal Due: 10/31/12
APP No: 355-X 03/18/02

Class: INT 14

our ref: 730,326

Goods: Watches.

MUDD
MUDD, LLC

HAITI
Trademark
Registered

REG No: 244REG136 10/31/02 Renewal Due: 10/31/12
APP No: 356-X 03/18/02

Class: INT 18

our ref: 730,325

Goods: Backpacks, hand bags, tote bags, purses, cosmetics cases, wallets.

MUDD
MUDD, LLC

HAITI
Trademark
Registered

REG No: 245REG136 10/31/02 Renewal Due: 10/31/12
APP No: 357-X 03/18/02

Class: INT 25

our ref: 730,327

Goods: Clothing and footwear: boots, sandals, socks, jeans, pants, shorts, shirts t-shirts, sweat shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

MUDD, LLC

TRADEMARK REPORT

MUDD

MUDD, L.L.C.

REG No: 242/136
APP No: 354-X

10/31/02
03/18/02

Renewal Due: 10/31/12
USE/NON-USE 10/31/07

HAITI

Trademark
Registered

Class: Int 9

our ref: 729,519

Goods: Eyeglass frames, sunglasses.

MUDD

MUDD, LLC

REG No: 86288
APP No: 792-02

12/05/02
01/11/02

Renewal Due: 12/05/12

HONDURAS

Trademark
Registered

Class: Int 14

our ref: 730,307

Goods: Watches.

MUDD

MUDD, LLC

REG No: 86289
APP No: 791-02

12/05/02
01/11/02

Renewal Due: 12/05/12

HONDURAS

Trademark
Registered

Class: Int 18

our ref: 730,308

Goods: Backpacks, hand bags, tote bags, purses, cosmetics cases, wallets.

MUDD

MUDD, LLC

REG No: 86452
APP No: 790-02

12/19/02
01/11/02

Renewal Due: 12/19/12

HONDURAS

Trademark
Registered

Class: Int 25

our ref: 730,309

Goods: Clothing and footwear, including shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

MUDD

MUDD, L.L.C.

REG No: 86287
APP No: 793-02

12/05/02
01/11/02

Renewal Due: 12/05/12

HONDURAS

Trademark
Registered

Class: Int 9

our ref: 729,516

Goods: Eyeglass frames, sunglasses.

TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II

HONG KONG

MUDD, LLC

Trademark
Registered



REG No: 13714/2002
APP No: 2002 06918

10/22/02
05/15/02

Renewal Due: 05/15/09

Class: Int 14

our ref: 730,213

Goods: Costume jewelry, watches, all included in class 14.

HEART, HAND AND FLOWER DESIGN II

HONG KONG

MUDD, LLC

Trademark
Registered



REG No: 00336/2003
APP No: 2002 06919

01/15/03
05/15/02

Renewal Due: 05/15/09

Class: Int 18

our ref: 730,214

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty, all included in class 18

HEART, HAND AND FLOWER DESIGN II

HONG KONG

MUDD, LLC

Trademark
Registered



REG No: 00337/2003
APP No: 2002 06920

01/15/03
05/15/02

Renewal Due: 05/15/09

Class: Int 25

our ref: 730,215

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts, all included in class 25.
-----Associated with Reg. No. 00336/2003

HEART, HAND AND FLOWER DESIGN II

HONG KONG

MUDD, LLC

Trademark
Registered



REG No: 13713/2002
APP No: 2002 06917

10/22/02
05/15/02

Renewal Due: 05/15/09

Class: Int 9

our ref: 730,132

Goods: Eyeglasses, eyeglass frames and sunglasses, all included in class 9.

MUDD

HONG KONG

MUDD, LLC

Trademark
Registered

REG No: 13716/2002
APP No: 2002 06922

10/22/02
05/15/02

Renewal Due: 05/15/09

Class: Int 14

our ref: 730,097

Goods: Costume jewelry, watches, all included in class 14

TRADEMARK REPORT

MUDD

HONG KONG

MUDD, LLC

Trademark
Registered

REG No: 08396/2003
APP No: 2002 06923

06/23/03
05/15/02

Renewal Due: 05/15/09

Class: Int 16

our ref: 730,098

Goods: in respect of portfolios and folders (stationery), writing pads and tablets, personal organizers, personal planners, photo albums, identification stickers and tags, cardboard and paper mailing envelopes and paper mailing pouches, adhesive tapes for household purposes, glue for household purposes, decals, art pads, art paper, arts and crafts paint kits, pens, pencils, diaries, erasers, felt pens, highlighting pens, pen and pencil holders and cases, memo pads, note books, note cards, note pads, notebook dividers, loose leaf paper, paper clips, paper staplers, paper staples, pocket calendars, drawing rulers, temporary tattoos, art prints, printed art reproductions; all included in class 16.

MUDD

HONG KONG

MUDD, LLC

Trademark
Registered

REG No: 13717/2002
APP No: 2002 06924

10/22/02
05/15/02

Renewal Due: 05/15/09

Class: Int 18

our ref: 730,099

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty, all included in class 18

MUDD

HONG KONG

MUDD, LLC

Trademark
Registered

REG No: 13718/2002
APP No: 2002 06925

10/22/02
05/15/02

Renewal Due: 05/15/09

Class: Int 21

our ref: 730,100

Goods: Soap dishes, skin lotion dispensers, toothbrush holders, bathroom tumblers, all included in class 21.

MUDD

HONG KONG

MUDD, L.L.C.

Trademark
Registered

REG No: 10240/2001
APP No: 2001/02988

09/04/01
02/22/01

Renewal Due: 02/22/08

Class: Int 25

our ref: 726,835

Goods: Clothing, footwear, shoes, boots, sandals, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, skirts, jackets, coats, vests, camisoles, hats, caps, panties, brassieres; all included in class 25.

TRADEMARK REPORT

MUDD

MUDD, LLC

REG No: 15582/2003
APP No: 2002 15007

12/16/03
09/25/02

Renewal Due: 09/25/09

HONG KONG

Service mark
Registered

Class: Int 35

our ref: 731,318

Services: Marketing advisory services, marketing consultancy services, advertising services; retail, mail order and retail services provided via the internet, all relating to clothing, footwear, headgear, swimwear, cosmetics, perfumery, and toiletries, eyeglass frames and sunglasses, jewelry, watches, clocks, desk accessories, writing instruments, calendars, posters, decorative prints, stationery type portfolios; tote bags, traveling bags, suitcases, knapsacks, small leather goods including wallets, billfolds, coin cases and key cases, umbrellas, beach umbrellas, furniture, picture frames, mirrors, pillows, cushions, small domestic containers, bed linen, towels, hair ornaments, decorative badges and pins, wall hangings, rugs, carpets, toys, games and playthings; beauty care and skin care accessories, bath accessories; all included in class 35.

MUDD

MUDD, LLC

REG No: 13715/2002
APP No: 2002 06921

10/22/02
05/15/02

Renewal Due: 05/15/09

HONG KONG

Trademark
Registered

Class: Int 9

our ref: 730,096

Goods: Eyeglasses, eyeglass frames and sunglasses, all included in class 9

MUDD

MUDD, L.L.C.

Class: Int 25

our ref: 735,237

Goods: Clothing and footwear; shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, swimsuits, jackets, coats, vest, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

INDIA

Trademark
App. Pending

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

REG No: 539877
APP No: D00 2002 11582-11704 06/03/02

06/11/03
06/03/02

Renewal Due: 12/03/11

INDONESIA

Trademark
Registered

Class: Int 14

our ref: 730,166

Goods: Costume jewelry, watches; all goods in class 14.



HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

REG No: 539876
APP No: D00 2002 11581-11703 06/03/02

06/11/03
06/03/02

Renewal Due: 12/03/11

INDONESIA

Trademark
Registered

Class: Int 18

our ref: 730,167

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty; all goods in class 18.



TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN I

INDONESIA

MUDD, LLC

Trademark
Registered



REG No: 539875 06/11/03
APP No: DOO 2002 11580-11702 06/03/02

Renewal Due: 12/03/11

Class: Int 25

our ref: 730,168

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts; all goods in class 25.

HEART, HAND AND FLOWER DESIGN II

INDONESIA

MUDD, LLC

Trademark
Registered



REG No: 539878 06/11/03
APP No: DOO 2002 11583-11705 06/03/02

Renewal Due: 12/03/11

Class: Int 9

our ref: 730,165

Goods: Eyeglasses, eyeglass frames and sunglasses; all goods in class 9.

MUDD

INDONESIA

MUDD, L.L.C.

Trademark
Registered

REG No: 498016 02/04/02
APP No: DOO 2001 03883-3904 02/26/01

Renewal Due: 08/26/10

Class: Int 25

our ref: 726,836

Goods: Clothing and footwear, shoes, boots, sandals, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras; all goods in class 25.

MUDD

JAMAICA

MUDD, L.L.C.

Trademark
Registered

REG No: 41884 03/11/03
APP No: 41884 01/14/02

Renewal Due: 01/14/09

Classes: Int 9, 14, 18, 25

our ref: 729,517

Goods: Eyeglass frames, sunglasses in class 9; Watches in class 14; Backpacks, hand bags, tote bags, purses, cosmetic cases, wallets in class 18; Clothing and footwear; shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas in class 25.

HEART, HAND AND FLOWER DESIGN II

JAPAN

MUDD, LLC

Trademark
Registered



REG No: 4690696 07/11/03
APP No: 38973/2002 05/14/02

Renewal Due: 07/11/13

Classes: Int 9, 14, 18, 25

our ref: 730,134

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Costume jewelry, watches in class 14; Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts in class 25.

TRADEMARK REPORT

MUDD

MUDD, L.L.C.

REG No: 4278634
APP No: 10-049071

05/28/99
06/10/98

Renewal Due: 05/28/09

JAPAN
Trademark
Registered

Class: INT 25
Goods: Clothing

our ref: 974,973

MUDD

MUDD, LLC

APP No: 79550/2003 09/12/03

Class: Int 35

JAPAN
Servicemark
App. Pending

our ref: 733,887

Services: Agent work related to the sale of goods through internet, agent work accepting order of the goods in the on-line by the computer, agent work accepting order of the goods using a computer network, agent work related to accepting order, placing order and dispatch through computer network television, catalog, mail, a computer, a cable and a network, agent work for general office processing, agent work related to accepting order, placing order and dispatch through internet or other communication media, filing documents or magnetic-tapes.

MUDD

MUDD, L.L.C.

REG No: 4372363 03/31/00
APP No: 11-037783 04/27/99

Renewal Due: 03/31/10

JAPAN
Trademark
Registered

Classes: INT 9, 14, 16, 18, 24, + 02

our ref: 974,997

-----Additional classes 25, 26
Goods: sunglasses, in class 9; Personal ornaments, jewels, their raw ore and imitation of jewels, watches, and clocks, in class 14; stationery, in class 16, skin and leather, bags, sacks, portable cases for cosmetics utensils, metal fittings for bags, clasps for pouches, in class 18, Towels, handkerchiefs and other personal articles made of cloth, bed sheets, in class 24; shoes, in class 25; hair adornments, in class 26.

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

REG No: 564928 11/07/03
APP No: 2002-23864 05/22/02

Renewal Due: 11/07/13

KOREA (SOUTH)
Trademark
Registered



Class: Int 14

our ref: 730,140

Goods: Necklaces, earrings, bracelets, lockets, jewelry brooches, rings, pins (jewelry), wrist watches, watch bands.

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

REG No: 567880 12/05/03
APP No: 2002-23865 05/22/02

Renewal Due: 12/05/13

KOREA (SOUTH)
Trademark
Registered



Class: Int 18

our ref: 730,141

Goods: Wallets, credit card cases, pocket organizers, handbags, purses not of precious metal, backpacks, luggage, tote bags, cosmetics cases sold empty.

TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II

KOREA (SOUTH)

MUDD, LLC

Trademark
Registered



REG No: 558427
APP No: 2002-23866

09/03/03
05/22/02

Renewal Due: 09/03/13

Class: Int 25

our ref: 730,142

Goods: Shoes, boots, sandals, sneakers, athletic shoes, hats, caps, jeans, button down shirts, v-neck shirts, tank tops, turtleneck shirts, sweatshirts, rugby shirts, polo shirts, shorts, trousers, skirts, bras, underpants, camisoles, stockings, pantyhose, jackets, overcoats, topcoats, raincoats, swimwear, sweatsuits, sweat pants, t-shirts, socks and clothing belts

HEART, HAND AND FLOWER DESIGN II

KOREA (SOUTH)

MUDD, LLC

Trademark
Registered



REG No: 560735
APP No: 40-2002-23863

09/26/03
05/22/02

Renewal Due: 09/26/13

Class: Int 9

our ref: 730,139

Goods: Eyeglass frames and sunglasses.

MUDD

KOREA (SOUTH)

MUDD, LLC

Trademark
Registered

REG No: 40-567873
APP No: 40-2002-38488

12/05/03
08/23/02

Renewal Due: 12/05/13

Class: Int 16

our ref: 731,111

Goods: Stationery type portfolios and folders, writing pads and tablets, personal organizers, personal planners, photo albums, identification stickers and tags, cardboard and paper mailing envelopes and paper mailing pouches, adhesive tapes for household purposes, glue for household purposes, decals, art paper, arts and crafts paint kits, pens, pencils, diaries, erasers, felt pens, highlighting pens, pen and pencil holders and cases, memo pads, note books, note cards, note pads, notebook dividers, loose leaf paper, paper clips, paper staplers, paper staples, pocket calendars, drawing rulers, temporary tattoos, art prints, printed art reproductions.

MUDD

KOREA (SOUTH)

MUDD, LLC

Trademark
App. Pending

APP No: 40-2002-38489 08/23/02

Class: INT 18

our ref: 729,980

Goods: Wallets, credit card cases, passport cases, business card cases, handbags, purses not of precious metal, backpacks, luggage, totebags.

MUDD

KOREA (SOUTH)

MUDD, LLC

Trademark
App. Pending

APP No: 40-2002-38490 08/23/02

Class: Int 21

our ref: 731,112

Goods: Soap dishes, skin lotion dispensers, toothbrush holders, bathroom tumblers.

TRADEMARK REPORT

MUDD
MUDD, L.L.C.

KOREA (SOUTH)
Trademark
App. Pending

APP No: 40-2002-38491 08/23/02

Class: INT 25

our ref: 729,981

Goods: Clothing footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, socks, pantyhose, stockings, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, clothing belts.

MUDD
MUDD, LLC

KOREA (SOUTH)
Servicemark
App. Pending

APP No: 41-2002-19512 09/27/02

Class: Int 35

our ref: 731,320

Services: Retail agency services, retail mediating services, mail order agency services, mail order mediating services, internet sales agency services, internet sales mediating services, marketing advisory services, marketing consultancy services and advertising services.

MUDD
MUDD, LLC

KOREA (SOUTH)
Trademark
App. Pending

APP No: 40-2002-38486 08/23/02

Class: INT 9

our ref: 729,978

Goods: Eyeglasses, eyeglass frames and sunglasses.

MUDD
MUDD, LLC

LAOS
Trademark
Registered

REG No: 9659 11/06/02 Renewal Due: 11/06/12

Class: Int 25

our ref: 730,102

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.
-----Awaiting issuance of registration certificate.

HEART, HAND AND FLOWER DESIGN II
MUDD, LLC

MALAYSIA
Trademark
App. Pending

APP No: 2002/05695 05/16/02

Renewal Due: 05/16/12

Class: Int 14

our ref: 730,148

Goods: Costume jewelry, watches.



TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II
MUDD, LLC

MALAYSIA
Trademark
App. Pending



APP No: 2002/05593 05/16/02

Renewal Due: 05/16/12

Class: Int 18

our ref: 730,149

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

HEART, HAND AND FLOWER DESIGN II
MUDD, LLC

MALAYSIA
Trademark
App. Pending



APP No: 2002/05594 05/16/02

Renewal Due: 05/16/12

Class: Int 25

our ref: 730,150

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

HEART, HAND AND FLOWER DESIGN II
MUDD, LLC

MALAYSIA
Trademark
App. Pending



APP No: 2002/05599 05/16/02

Renewal Due: 05/16/12

Class: Int 9

our ref: 730,147

Goods: Eyeglasses, eyeglass frames and sunglasses.

MUDD
MUDD, LLC

MALAYSIA
Trademark
App. Pending

APP No: 2002/05604 05/16/02

Renewal Due: 05/16/12

Class: Int 14

our ref: 730,104

Goods: Costume jewelry, watches.

MUDD
MUDD, LLC

MALAYSIA
Trademark
App. Pending

APP No: 2002/05600 05/16/02

Renewal Due: 05/16/12

Class: Int 18

our ref: 730,105

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

TRADEMARK REPORT

MUDD

MUDD, LLC

MALAYSIA

Trademark
App. Pending

APP No: 2002/05601

05/16/02

Renewal Due: 05/16/12

Class: Int

25

our ref: 730,106

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

MUDD

MUDD, LLC

MALAYSIA

Servicemark
App. Pending

APP No: 2002/11991

09/26/02

Renewal Due: 09/26/12

Class: Int

35

our ref: 731,321

Services: Retail, mail order and internet sales of goods relating to clothing, footwear, headgear, swimwear, cosmetics, perfumery and toiletries, eyeglass frames and sunglasses, jewelry, watches, clocks, desk accessories, writing instruments, calendars, posters, decorative prints, stationery type portfolios, tote bags, travelling bags, suitcases, knapsacks, small leather goods including wallets, billfolds, coin cases and key cases, umbrellas, beach umbrellas, furniture, picture frames, mirrors, pillows, cushions, small domestic containers, bed linen, towels, hair ornaments, decorative badges and pins, wall hangings, rugs, carpets, toys, games and playthings, personal accessories, bath accessories, maketing advisory services, marketing consultancy services, advertising services.

MUDD

MUDD, LLC

MALAYSIA

Trademark
App. Pending

APP No: 2002/05603

05/16/02

Renewal Due: 05/16/12

Class: Int

9

our ref: 730,103

Goods: Eyeglasses, eyeglass frames and sunglasses.

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

MEXICO

Trademark
Registered



REG No: 773778

12/19/02

Renewal Due: 06/03/12

APP No: 549749

06/03/02

Class: Int

14

our ref: 730,156

Goods: Costume jewelry, watches.

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

MEXICO

Trademark
App. Pending



APP No: 549750

06/03/02

Renewal Due: 06/03/12

Class: Int

18

our ref: 730,157

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

MEXICO

Trademark
App. Pending

APP No: 549751

06/03/02

Renewal Due: 06/03/12

Class: Int 25

our ref: 730,158

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

MEXICO

Trademark
Registered

REG No: 780496

02/26/03

Renewal Due: 06/03/12

APP No: 549748

06/03/02

Class: Int 9

our ref: 730,155

Goods: Eyeglasses, eyeglass frames and sunglasses.

MUDD

MUDD, LLC

MYANMAR

Trademark
App. Pending

APP No: 4253/2002

08/06/02

Renewal Due:

Class: None 25

our ref: 730,107

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

MUDD

MUDD, L.L.C.

NETHERLANDS ANTILLES

Trademark
Registered

REG No: 08282

11/20/02

Renewal Due: 02/06/12

APP No: D-200117

02/06/02

Classes: Int 9, 14, 18, 25

our ref: 729,785

Goods: Eyeglasses, frames sunglasses; in class 9; watches; in class 14; backpacks, handbags, tote bags, purses cosmetics cases wallets; in class 18; Clothing and footwear, shoes, boots, sandals, socks jeans, pants, shorts, shirts, t-shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts; nightgowns, pajamas, in class 25.

MUDD

MUDD, L.L.C.

NEW ZEALAND

Trademark
Registered

REG No: 310116

12/20/99

Renewal Due: 05/25/06

APP No: 310116

05/25/99

Class: INT 25

our ref: 974,995

Goods: Articles of clothing

TRADEMARK REPORT

MUDD

NEW ZEALAND

MUDD, L.L.C.

Trademark
Registered

REG No: 633164
APP No: 633164

09/06/01
02/28/01

Renewal Due: 02/28/08

Class: Int 25

our ref: 726,959

Goods: Footwear.

MUDD

NEW ZEALAND

MUDD, LLC

Servicemark
Registered

REG No: 665310
APP No: 665310

10/06/03
09/20/02

Renewal Due: 09/20/09

Class: Int 35

our ref: 731,322

Services: Retail, mail order and internet sales clothing, footwear, headgear, swimwear, eyeglass frames and sunglasses, jewelry, watches, clocks, desk accessories, writing instruments, calendars, posters, decorative prints, stationery type portfolios, tote bags, traveling bags, suitcases, knapsacks, small leather goods including wallets, billfolds, coin cases and key cases, umbrellas, beach umbrellas, furniture, picture frames, mirrors, pillows, cushions, small domestic containers, bed linen, towels, hair ornaments, decorative badges and pins, wall hangings, rugs, carpets, toys, games and playthings; bath accessories; marketing advisory services, marketing consultancy services, advertising services.

MUDD

NICARAGUA

MUDD, L.L.C.

Trademark
Registered

REG No: 54786LM
APP No: 2002/00068

07/09/02
01/15/02

Renewal Due: 07/09/12

Classes: Int 9, 14, 18, 25

our ref: 729,518

Goods: Eyeglass frames, sunglasses in class 9; Watches in class 14; Backpacks, handbags, tote bags, purses, cosmetic cases, wallets in class 18; Clothing and footwear; shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweatshirts, sweaters, tanktops, swimsuits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas in class 25.

HEART, HAND AND FLOWER DESIGN II

NORWAY

MUDD, LLC

Trademark
Registered



REG No: 217910
APP No: 2002 04414

02/27/03
05/13/02

Renewal Due: 02/27/13

Classes: Int 9, 14, 18, 25

our ref: 730,180

Goods: Eyeglasses, eyeglass frames and sunglasses, in class 9; costume jewelry, watches, in class 14; wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty, in class 18; clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts, in class 25.

MUDD

NORWAY

MUDD, LLC

Trademark
Registered

REG No: 217909
APP No: 2002 04413

02/27/03
05/13/02

Renewal Due: 02/27/13

Classes: Int 9, 14, 18, 25

our ref: 730,108

Goods: Eyeglasses, eyeglass frames and sunglasses, in class 9; costume jewelry, watches, in class 14; wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty, in class 18; clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts, in class 25.

TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II
MUDD, LLC

PANAMA
Trademark
App. Pending



APP No: 123707

10/18/02

Renewal Due: 10/18/12

Class: Int

14

our ref: 730,175

Goods: Costume jewelry, watches.

HEART, HAND AND FLOWER DESIGN II
MUDD, LLC

PANAMA
Trademark
App. Pending



APP No: 123705

10/18/02

Renewal Due: 10/18/12

Class: Int

18

our ref: 730,176

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

HEART, HAND AND FLOWER DESIGN II
MUDD, LLC

PANAMA
Trademark
App. Pending



APP No: 123706

10/18/02

Renewal Due: 10/18/12

Class: Int

25

our ref: 730,177

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

HEART, HAND AND FLOWER DESIGN II
MUDD, LLC

PANAMA
Trademark
Registered



REG No: 123704/01

09/25/03

Renewal Due: 10/18/12

APP No: 123704

10/18/02

Class: Int

9

our ref: 730,174

Goods: Eyeglasses, eyeglass frames and sunglasses.

MUDD
MUDD, LLC

PANAMA
Trademark
Registered

REG No: 120104

07/17/03

Renewal Due: 03/19/12

APP No: 120104-01

03/19/02

Class: INT

14

our ref: 730,323

Goods: Watches.

TRADEMARK REPORT

MUDD
MUDD, LLC

PANAMA
Trademark
App. Pending

APP No: 120103-01 03/19/02 Renewal Due: 03/19/12

Class: INT 18 our ref: 730,324
Goods: Backpacks, hand bags, tote bags, purses, cosmetics cases, wallets.

MUDD
MUDD, L.L.C.

PANAMA
Trademark
Registered

REG No: 94869 02/14/00 Renewal Due: 07/14/08
APP No: 94869 07/14/98

Class: INT 25 our ref: 974,976
Goods: Clothing

MUDD
MUDD, L.L.C.

PANAMA
Trademark
App. Pending

APP No: 120102-01 03/19/01 Renewal Due: 03/19/11

Class: Int 25 our ref: 726,811
Goods: Clothing and footwear, shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweatshirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

MUDD
MUDD, L.L.C.

PANAMA
Trademark
Registered

REG No: 120105 07/17/03 Renewal Due: 03/19/12
APP No: 120105-01 03/19/02

Class: Int 9 our ref: 729,508
Goods: Eyeglass frames, sunglasses.

MUDD
MUDD, L.L.C.

PARAGUAY
Trademark
Registered

REG No: 246211 04/23/02 Renewal Due: 04/23/12
APP No: 04265 02/26/01

Class: Int 25 our ref: 726,837
Goods: All goods in class 25, including, shoes, boots, sandals, jeans, pants, shorts, shirts, t-shirts, sweatshirts, sweaters, tank tops, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras.

TRADEMARK REPORT

MUDD

MUDD, L.L.C.

REG No: 00080929
APP No: 142295/2002

06/12/02
01/11/02

Renewal Due: 06/12/12

PERU

Trademark
Registered

Class: Int 14
Goods: Watches.

our ref: 729,778

MUDD

MUDD, L.L.C.

REG No: 00081052
APP No: 142296/2002

06/13/02
01/11/02

Renewal Due: 06/13/12

PERU

Trademark
Registered

Class: Int 18
Goods: Backpacks, hand bags, tote bags, purses, cosmetics cases, wallets.

our ref: 729,779

MUDD

MUDD, L.L.C.

REG No: 00080927
APP No: 142293/2002

06/12/02
01/11/02

Renewal Due: 06/12/12

PERU

Trademark
Registered

Class: Int 25
Goods: Clothing and footwear; shoes, boots, sandals, socks, jeans, pants, shorts, shirts, T-shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

our ref: 729,780

MUDD

MUDD, L.L.C.

REG No: 80928
APP No: 142294/2002

06/12/02
01/11/02

Renewal Due: 06/12/12

PERU

Trademark
Registered

Class: Int 9
Goods: Eyeglass frames, sunglasses

our ref: 729,509



MUDD AND DESIGN III

MUDD, L.L.C.

REG No: 67314
APP No: 98178

10/31/00

Renewal Due: 10/31/10

PERU

Trademark
Registered

Class: INT 25
Goods: Clothing, footwear, headgear.

our ref: 976,091

TRADEMARK REPORT

MUDD
MUDD, LLC

PHILIPPINES
Trademark
App. Pending

APP No: 4/2002/0003808 05/14/02

Class: Int 25

our ref: 730,109

Goods: Hats, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, jackets, coats, t-shirts, socks, sweatshirts, sweaters, tank tops, vests, night gowns, pajamas, shoes, boots and sandals.

HEART, HAND AND FLOWER DESIGN II

SINGAPORE

MUDD, LLC

Trademark
Registered



REG No: T02/06854E 05/20/02
APP No: T02/06854E 05/20/02

Renewal Due: 05/20/12

Class: Int 14

our ref: 730,183

Goods: Costume jewelry, watches.

HEART, HAND AND FLOWER DESIGN II

SINGAPORE

MUDD, LLC

Trademark
Registered



REG No: T02/06855C 05/20/02
APP No: T02/06855C 05/20/02

Renewal Due: 05/20/12

Class: Int 18

our ref: 730,184

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

HEART, HAND AND FLOWER DESIGN II

SINGAPORE

MUDD, LLC

Trademark
Registered



REG No: T02/06856A 05/20/02
APP No: T02/06856A 05/20/02

Renewal Due: 05/20/12

Class: INT 25

our ref: 730,216

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

HEART, HAND AND FLOWER DESIGN II

SINGAPORE

MUDD, LLC

Trademark
Registered



REG No: T02/06853G 05/20/02
APP No: T02/06853G 05/20/02

Renewal Due: 05/20/12

Class: Int 9

our ref: 730,182

Goods: Eyeglasses, eyeglass frames and sunglasses.

TRADEMARK REPORT

MUDD

SINGAPORE

MUDD, LLC

Trademark
Registered

REG No: T02/06846D
APP No: T02/06846D

05/20/02
05/20/02

Renewal Due: 05/20/12

Class: Int 14

our ref: 730,111

Goods: Costume jewelry, watches.

MUDD

SINGAPORE

MUDD, LLC

Trademark
Registered

REG No: T02/06847B
APP No: T02/06847B

05/20/02
05/20/02

Renewal Due: 05/20/12

Class: Int 18

our ref: 730,112

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

MUDD

SINGAPORE

MUDD, LLC

Trademark
Registered

REG No: T02/06848J
APP No: T02/06848J

05/20/02
05/20/02

Renewal Due: 05/20/12

Class: Int 25

our ref: 730,113

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

MUDD

SINGAPORE

MUDD, LLC

Servicemark
Registered

REG No: T02/147901
APP No: T02/147901

09/10/03
09/25/02

Renewal Due: 09/25/12

Class: Int 35

our ref: 731,323

Services: The bringing together, for the benefit of others, of a variety of goods relating to clothing, footwear, headgear, swimwear, cosmetics, perfumery and toiletries, eyeglass frames and sunglasses, jewelry, watches, clocks, desk accessories, writing instruments, calendars, posters, decorative prints, stationery type portfolios, tote bags, travelling bags, suitcases, knapsacks, small leather goods including wallets, billfolds, coin cases and key cases, umbrellas, beach umbrellas, furniture, picture frames, mirrors, pillows, cushions, small domestic containers, bed linen, towels, hair ornaments, decorative badges and pins, wall hangings, rugs, carpets, toys, games and playthings, personal accessories, bath accessories and enabling customers to conveniently view and purchase those goods in a department store or supermarket or retail clothes store or retail furnishings store or retail toiletries store or from a general merchandise internet web site; marketing advisory services; marketing consultancy services; advertising services; all included in the class.

TRADEMARK REPORT

MUDD

MUDD, LLC

REG No: T02/06845F
APP No: T02/06845F

05/20/02
05/20/02

Renewal Due: 05/20/12

SINGAPORE

Trademark
Registered

Class: Int 9

our ref: 730,110

Goods: Eyeglasses, eyeglass frames and sunglasses.

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

REG No: 500954
APP No: 04276/2002

07/16/02
05/13/02

Renewal Due: 05/13/12

SWITZERLAND

Trademark
Registered



Classes: Int 9, 14, 18, 25

our ref: 730,186

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Costume jewelry, watches in class 14; Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts in class 25.

MUDD

MUDD, LLC

REG No: 501024
APP No: 04275/2002

07/31/02
05/13/02

Renewal Due: 05/13/12

SWITZERLAND

Trademark
Registered

Classes: Int 9, 14, 18, 25

our ref: 730,114

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Costume jewelry, watches in class 14; Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts in class 25.

MUDD

MUDD, LLC

REG No: KOR194200
APP No: 489721

03/22/04
06/12/02

Renewal Due: 06/12/12

THAILAND

Trademark
Registered

Class: Int 18

our ref: 730,115

Goods: Wallets, card cases, cases of leather for pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

MUDD

MUDD, LLC

REG No: KOR181339
APP No: 489722

06/12/02
06/12/02

Renewal Due: 06/12/12

THAILAND

Trademark
Registered

Class: Int 25

our ref: 730,116

Goods: Shoes, sport shoes, sandals, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, socks, pantyhose, stockings, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, clothing belts.

MUDD, LLC

TRADEMARK REPORT

MUDD

THAILAND

MUDD, LLC

Service mark
Registered

REG No: BOR19508
APP No: 500481

10/11/02
10/11/02

Renewal Due: 10/11/12

Class: Int 35

our ref: 731,324

Services: Mail order of goods; promotion of the sale of goods; the bringing together, for the benefit of others, of a variety of goods enabling customers to conveniently view and purchase those goods; marketing advisory services; marketing consultancy services; advertising services.

MUDD

TRINIDAD & TOBAGO

MUDD, L.L.C.

Trademark
Registered

REG No: 32595
APP No: 32595

01/17/02
01/17/02

Renewal Due: 01/17/12

Classes: Int 9, 14, 18, 25

our ref: 729,512

Goods: Eyeglass frames; sunglasses in class 9; Watches in class 14; Backpacks, handbags, tote bags, purses, cosmetic cases, wallets in class 18; Clothing and footwear ; shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas in class 25.

HEART, HAND AND FLOWER DESIGN II

TURKEY

MUDD, LLC

Trademark
Registered



REG No: 2002/12094
APP No: 2002/12094

05/17/02
05/17/02

Renewal Due: 05/17/12

Classes: Int 9, 14, 18, 25

our ref: 730,196

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Jewelry, watches in class 14; Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Clothing: coats, top coats or overcoats, rain coats, jackets, anoraks, capes and pelorine panchos, bomber jackets, denim jackets, blazers, fur trimmed coat and vest, vests or waist-coats, suits, tail coat and dinner jackets, evening dress, blouse and tunics, sweater, cardigans, skirt, dress, pants, jeans, golf shorts, slacks (with strap under foot), overalls and dungarees, shorts, shirts, t-shirts, sweatshirts, underwear, boxer shorts, petty-pants, long and short underpants, panties, short sleeved vest and long sleeved vest, bra, corset, body, bustier, garters, tights, suspender, underskirts, aprons, Halloween costumes, infant wear, bathing suits (bathrobes), beachwear robes, nightwear: pyjamas, night dress, morning gown, dressing gown; leisure wear and sports wear: swimwears, bathing trunks and bikinis, track suits, shorts and tights; hats, caps, headbands (clothing), scarves, mufflers, neck scarves, shawls, ties, belts, gloves, mittens, leg warmers; footwear: shoes, boots, rain boots, slippers, sandals, shoe soles, shoe buckles, socks, pantyhose.

TRADEMARK REPORT



MUDD JEANS (STYLIZED)
MUDD, L.L.C.

TURKEY
Trademark
App. Pending

APP No: 2004/07176 03/18/04
Class: Int 25

our ref: 735,058

Goods: Clothing (innerwear and outerwear); clothes made of cotton, denim wear, tricot wear, leisure wear, coats, top coats or overcoats, rain coats, rain suits, jackets, anoraks, capes or pelerine, panchos, bomber jackets, denim jackets, blazers, fur-trimmed coat and vest, clothing of leather and clothing of imitations of leather, vests or waist-coats, suits, tail coat and dinner jackets, evening dress, blouse and tunics, sweater, cardigans, skirt, dress, pants, suspenders, jeans, golf shorts, slacks (with strap underfoot), overalls and dungarees, sleeping bags, school uniforms, shorts, shirts, tank tops, t-shirts, sweatshirts, sweatpants, underwear, under shirts, boxer shorts, petty pants, long and short underpants, panties, short sleeved vest and long sleeved vest, bra, corset, body, bustier, garters, tights, underskirts, aprons, Halloween costumes, infant wear and clothing for children, bathing suits (bathrobes), beachwear robes, swim wears, bathing trunks and bikinis and bonnets, nightwear, pyjamas, night dress, morning gown, dressing gown, leisure wear and sports wear, track suits, shorts and tights, skiwear, special sporting/gymnastic wear, headgear, hats, caps, knit hats, rain hats, bandannas, headbands (clothing), scarves, mufflers, neck scarves, shawls, ties and neckties, belt, gloves, mittens, footwear, sport shoes and nail of these shoes, shoes, sneakers, boots, rain boots, ski boots, special sporting/gymnastic shoes, slippers, sandals, shoe soles, shoe heels, socks, pantyhose.

BABY MUDD
MUDD, L.L.C.

UNITED STATES
Trademark
App. Pending

APP No: 76/271289 06/14/01
Class: INT 18

our ref: 867,214

Goods: Backpacks, tote bags, diaper bags, baby carriers worn on the body, hand bags, beach bags.
-----Claims intent to use.
-----Parent application of Child application; AFID No. 869050.

BABY MUDD
MUDD, L.L.C.

UNITED STATES
Trademark
Registered

REG No: 2776750 10/21/03 Renewal Due: 10/21/13
APP No: 76/975706 06/14/01 USE AFF. DUE 10/21/09
Class: INT 25

our ref: 869,050

Goods: babies and children's clothing, namely, jeans, pants, shorts, shirts, t-shirts, sweatshirts, sweat pants, sweaters, jackets, coats, hats, socks, swimwear, dresses, skirts, shoes, underwear, undershirts, pajamas, nightgowns, cloth bibs, cloth diapers, sleepers
-----First use and in commerce January 2002
-----Owner of United States Reg. nos. 1992148 and 2397457
-----Disclaimer: No claim is made to the exclusive use of "Baby", apart from the mark.
-----Child application of Parent application No. 76/271289; AFID No. 867214.

COUTURE (STYLIZED)
MUDD, LLC

UNITED STATES
Trademark
App. Pending

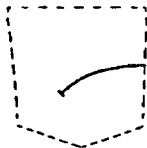


APP No: 78/383913 03/13/04
Classes: INT 9, 14, 18, 25

our ref: 869,882

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Watches, jewelry in class 14; Leather goods, namely, wallets, card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, boots, sandals, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, jeans, skirts, shirts, pants, panties, bras, camisoles, hats, socks and clothing, belts in class 25.
-----Claims intent to use.

TRADEMARK REPORT



COUTURE POCKET STITCHING DESIGN
MUDD, LLC

UNITED STATES
Trademark
App. Pending

APP No: 78/381913 03/10/04
Class: INT 25
Goods: Jeans.

our ref: 869,881



COUTURE SMILE DESIGN
MUDD, LLC

UNITED STATES
Trademark
App. Pending

APP No: 78/397976 04/07/04
Classes: INT 9, 14, 18, 25

our ref: 869,932

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Watches, jewelry in class 14; Leather goods, namely, wallets, card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, boots, sandals, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, jeans, skirts, shirts, pants, panties, bras, camisoles, hats, socks and clothing, belts in class 25.
----Claims intent to use.



HEART, HAND AND FLOWER DESIGN I
MUDD, L.L.C.

UNITED STATES
Trademark
Registered

REG No: 2257203 06/29/99 Renewal Due: 06/29/09
APP No: 75/496759 06/05/98 USE AFF. DUE 06/29/05
Class: INT 25

our ref: 974,968

Goods: Clothing, namely, jeans, shorts, skirts and shirts.



HEART, HAND AND FLOWER DESIGN II
MUDD, L.L.C.

UNITED STATES
Trademark
App. Pending

APP No: 76/398679 04/22/02
Classes: INT 16, 18, 20, 21, 24, 27

our ref: 868,063

Goods: Stationery type portfolio and folders, writing pads and tablets, personal organizers, personal planners, photo albums, identification stickers and tags, cardboard and paper mailing envelopes and paper mailing pouches, adhesive tapes for house hold purposes, glue for household purposes, decals, art pads, art paper, arts and crafts paint kits, pens, pencils, diaries, erasers, felt pens, highlighting pens, pen and pencil holders and cases, memo pads, note books, note cards, note pads, notebook dividers, loose leaf paper, paper clips, paper staplers, paper staples, pocket calendars, drawing rulers, temporary tattoos, art prints, printed art reproductions in class 16; Beach umbrellas in class 18; Chairs, pillows, picture frames, mirrors in class 20; Soap dishes, skin lotion dispensers, toothbrush holders, bathroom tumblers in class 21; Bed sheets, comforters, pillowcases, bed blankets, valences, dust ruffles, towels, shower curtains in class 24; Rugs, wallpaper and wallpaper borders in class 27.
----Claims intent to use.

TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II

UNITED STATES

MUDD, L.L.C.

Trademark
Registered



REG No: 2767674
APP No: 76/327285

09/23/03
10/18/01

Renewal Due: 09/23/13
USE AFF. DUE 09/23/09

Classes: INT 9, 14, 18, 25

our ref: 867,614

Goods: Eyeglasses, eyeglass frames and sunglasses, in class 9; Watches, in class 14; Leather goods, namely wallets, card cases, pocket organizers, backpacks, luggage, tote bags, cosmetics cases sold empty, in class 18; Athletic shoes, shoes, hosiery, jackets, coats, swim wear, sweat suits, sweat pants, shorts, t-shirts, warm up suits, jeans, shirts, skirts, pants, socks and clothing belts, in class 25.
-----First use and in commerce March 1, 2002

M AND DEVICE

UNITED STATES

MUDD, L.L.C.

Trademark
App. Pending



APP No: 76/372631

02/19/02

Classes: INT 18, 25

our ref: 867,854

Goods: Handbags, wallets, purses, totes, backpacks, cosmetics cases sold empty in class 18; Shoes, athletic shoes, boots, sandals, jeans, pants, shorts, shirts, sweaters, tank tops, skirts, jackets, coats, vests, hats, camisoles, bras, panties in class 25.
-----Claims intent to use.

M BY MUDD

UNITED STATES

MUDD, L.L.C.

Trademark
App. Pending

APP No: 76/226616

03/15/01

Classes: INT 18, 25

our ref: 866,938

Goods: Handbags, purses, tote bags, backpacks, cosmetics cases sold empty in class 18; Clothing, namely, jeans, pants, shorts, shirts, t-shirts, sweaters, tank tops, skirts, jackets, coats, vests, camisoles, hats, panties, bras, shoes, boots, sandals in class 25.
-----Claims intent to use.

MMM COUTURE (STYLIZED)

UNITED STATES

MUDD, LLC

Trademark
App. Pending

APP No: 78/309162

10/03/03

Classes: INT 9, 14, 18, 25

our ref: 869,540

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Watches, jewelry in class 14; Leather goods, namely, wallets, card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, boots, sandals, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, jeans, skirts, shirts, pants, panties, bras, camisoles, hats, socks and clothing, belts in class 25.
-----Claims intent to use.

MMM COUTURE AND DESIGN

UNITED STATES

MUDD, LLC

Trademark
App. Pending



APP No: 78/380013

03/08/04

Classes: INT 9, 14, 18, 25

our ref: 869,857

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Watches, jewelry in class 14; Leather goods, namely, wallets, card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, boots, sandals, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, jeans, skirts, shirts, pants, panties, bras, camisoles, hats, socks and clothing, belts in class 25.
-----Claims intent to use.

TRADEMARK REPORT

MMM COUTURE AND DESIGN

UNITED STATES

MUDD, LLC

Trademark
App. Pending



APP No: 78/309199 10/03/03

Classes: INT 9, 14, 18, 25

our ref: 869,541

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Watches, jewelry in class 14; Leather goods, namely, wallets, card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, boots, sandals, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, jeans, skirts, shirts, pants, panties, bras, camisoles, hats, socks and clothing, belts in class 25.

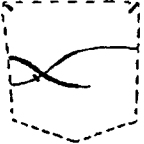
-----Claims intent to use.

MOON WALK POCKET STITCHING

UNITED STATES

MUDD, LLC

Trademark
App. Pending



APP No: 78/366772 02/12/04

Class: INT 25

our ref: 869,815

Goods: Jeans.

-----Claims intent to use.

MUDD

UNITED STATES

MUDD, L.L.C.

Trademark
Registered

REG No: 2686842
APP No: 75/410032

02/11/03
12/23/97

Renewal Due: 02/11/13
USE AFF. DUE 02/11/09

Class: INT 16

our ref: 974,977

Goods: Stationery, date books, personal organizers and calendars.

-----Parent of Child Application.

-----First use and in commerce March 1, 2002

-----Owner of United States Reg. no. 1992148

MUDD

UNITED STATES

MUDD, L.L.C.

Trademark
App. Pending

APP No: 76/243600 04/18/01

Classes: INT 16, 21

our ref: 867,004

Goods: Stationery type portfolios and folders, writing pads and tablets, personal organizers, personal planners, photo albums, identification stickers and tags, cardboard and paper mailing envelopes and paper mailing pouches, adhesive tapes for household purposes, glue for household purposes, decals, art pads, art paper, arts and crafts paint kits, pens, pencils, diaries, erasers, felt pens, highlighting pens, pen and pencil holders and cases, memo pads, note books, note cards, note pads, notebook dividers, loose leaf paper, paper clips, paper staplers, paper staples, pocket calendars, drawing rulers, temporary tattoos, art prints, printed art reproductions in class 16; Picture frames, mirrors in class 20.

-----Claims intent to use.

TRADEMARK REPORT

MUDD UNITED STATES
MUDD, L.L.C. Trademark
App. Pending

APP No: 76/150669 10/20/00

Classes: INT 18, 20, 21, 24, 27 our ref: 866,472

Goods: Beach umbrellas, in class 18; chairs, pillows, in class 20; soap dishes, skin lotion dispensers, toothbrush holders, bathroom tumblers, in class 21; bed sheets, comforters, pillowcases, bed blankets, valences, dust ruffles, towels, shower curtains, in class 24; rugs, wallpaper and wallpaper borders, in class 27.
-----Claims intent to use.

MUDD UNITED STATES
MUDD, L.L.C. Trademark
Registered

REG No: 1992148 08/06/96 Renewal Due: 08/06/06
APP No: 74/639009 02/27/95

Class: INT 25 our ref: 974,976

Goods: Jeans, overalls, skirts, shirts, shorts, dresses.
-----Sec 8/15 filed and accepted December 14, 2001

MUDD UNITED STATES
MUDD, L.L.C. Trademark
Registered

REG No: 2537262 02/05/02 Renewal Due: 02/05/12
APP No: 75/981397 12/23/97 USE AFF. DUE 02/05/08

Classes: INT 9, 14, 18, 25, 26 our ref: 867,315

Goods: Eyeglasses, eyeglass frame and sunglasses, in class 9;
-----First use and in commerce June 25, 1999
Costume jewelry, watches, in class 14
-----First use and in commerce June 16, 1999
Leather goods, namely wallets, card cases, pocket organizers, backpacks, luggage, tote bags, cosmetics cases sold empty, in class 18
-----First use and in commerce December 3, 1998
Athletic shoes, shoes, hosiery, jackets, coats, swim wear, sweat suits, sweat pants, shorts, t-shirts, warm up suits, socks and clothing belts, in class 25
-----First use and in commerce July 20, 1998
Hair bows, hair ornaments, hair pins and hair bands, in class 26.
-----First use and in commerce June 16, 1999
-----Owner of United states Reg. no. 1992148
-----Child of Parent Application Ser. No. 75/410032.

MUDD (STYLIZED) I UNITED STATES
MUDD, L.L.C. Trademark
Registered

Mudd

REG No: 2397457 10/24/00 Renewal Due: 10/24/10
APP No: 75/737361 06/25/99 USE AFF. DUE 10/24/06

Classes: INT 9, 14, 18, 25, 26 our ref: 974,981

Goods: sunglasses, in class 9; costume jewelry, watches, in class 14 leather goods, namely wallets, credit card cases, and business card cases; backpacks, tote bags, cosmetics cases sold empty, in class 18, shoes, hosiery, jackets, sweat suits, sweat pants, shorts, t-shirts, warm up suits, socks, clothing belts, jeans, in class 25; hair bows, hair ornaments, hair pins and hair bands, in class 26
-----First use and in commerce April 1999.
-----Owner of United States Reg. no. 1992148

TRADEMARK REPORT

MUDD CLUB
MUDD, LLC

UNITED STATES
Trademark
App. Pending

APP No: 78/268779 06/30/03

Classes: INT 9, 14, 16, 18, 25, 26

our ref: 869,314

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Costume jewelry, watches in class 14; Stationery, date books, personal pocket organizers, calendars in class 16; Leather goods, namely, wallets, business card cases, credit card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, socks, clothing belts, jeans, overalls, skirts, shirts, shorts, dresses in class 25; Hair bows, hair ornaments, hair pins and hair bands in class 26.
-----Claims intent to use.

MUDD SPORT
MUDD, L.L.C.

UNITED STATES
Trademark
Registered

REG No: 2770147 09/30/03 Renewal Due: 09/30/13
APP No: 76/411895 05/24/02 USE AFF. DUE 09/30/09

Class: INT 14

our ref: 868,167

Goods: Watches.
-----Claims intent to use.
-----First use May 1, 2002; in commerce November 1, 2002.
-----Owner of United States Registration Nos. 2397457 and 2537262.

MUDD SPORT
MUDD, LLC

UNITED STATES
Trademark
App. Pending

APP No: 76/336293 11/09/01 Renewal Due:

Class: INT 18

our ref: 867,657

Goods: Handbags, wallets, purses, totes, backpacks, cosmetics cases sold empty.
-----Claims intent to use.
-----Parent of child application, AFID No. 868915.

MUDD SPORT
MUDD, LLC

UNITED STATES
Trademark
Registered

REG No: 2748577 08/05/03 Renewal Due: 08/05/13
APP No: 76/975440 11/09/01 USE AFF. DUE 08/05/09

Class: INT 25

our ref: 868,915

Goods: Shoes, athletic shoes, boots, sandals, jeans, pants, shorts, shirts, T-shirts, sweaters, tank tops, skirts, jackets, coats, vests, hats, camisoles, bras, panties.
-----Claims intent to use.
-----Child application of parent application No. 76/336293;
-----First use and in commerce December 30, 2002.
-----Disclaimer: No claim is made to the exclusive right to use "SPORT", apart from the mark as shown.

MUDD SPORT AND DESIGN
MUDD, LLC

UNITED STATES
Trademark
App. Pending

APP No: 76/338060 11/15/01 Renewal Due:

Class: INT 18

our ref: 867,663

Goods: Handbags, wallets, purses, totes, backpacks, cosmetics cases sold empty.
-----Claims intent to use.
-----Parent of child application, AFID No. 868916.



TRADEMARK REPORT**MUDD SPORT AND DESIGN****UNITED STATES****MUDD**
SPORT

MUDD, L.L.C.

Trademark
RegisteredREG No: 2754312
APP No: 76/97544108/19/03
11/15/01Renewal Due: 08/19/13
USE AFF. DUE 08/19/09

Class: INT 25

our ref: 868,916

Goods: Shoes, athletic shoes, boots, sandals, jeans, pants, shorts, shirts, T-shirts, sweaters, tank tops, skirts, jackets, coats, vests, hats, camisoles, bras, panties.

-----Claims intent to use.

-----Child application of parent application No. 76/338060.

-----Disclaimer: No claim is made to the exclusive right to use "SPORT", apart from the mark s shown.

OUR NAME IS MUDD**UNITED STATES**

MUDD, LLC

Trademark
RegisteredREG No: 2741923
APP No: 78/14083807/29/03
07/01/02Renewal Due: 07/29/13
USE AFF. DUE 07/29/09

Classes: INT 14, 25

our ref: 868,261

Goods: Watches in class 14; Jeans, skirts, shorts, jackets in class 25.

-----First use and in commerce October 31, 2000; Class 14.

-----First use and in commerce september 30, 1995 Class 25.

-----Owner of United States Registration Nos. 1992148, 2537262 and others.

OUR NAME IS MUDD**UNITED STATES**

MUDD, LLC

Trademark
App. Pending

APP No: 78/140781

07/01/02

Renewal Due:

Classes: INT 3, 9, 14, 16, 18, + 05

our ref: 868,262

-----Additional class 20, 24, 25, 26, 27.

Goods: Perfumes, colognes and toilet water; cosmetics, namely make-up, eye liner, eye shadow, nail polish, lip stick, lip gloss in class 3; Eyeglasses, eyeglass frames and sunglasses in class 9; Costume jewelery in class 14; Stationery type portfolio and folders, writing pads and tablets, personal organizers, personal pocket organizers, personal planners, photo albums, identification stickers and tags, cardboard and paper mailing envelopes and paper mailing pouches, adhesive tapes for household purposes, glue for household purposes, decals, art pads, art paper, arts and crafts paint kits, pens, pencils, diaries, erasers, felt pens, highlighting pens, pen and pencil holders and cases, memo pads, note books, note cards, note pads, notebook dividers, loose leaf paper, paper clips, paper staplers, paper staples, pocket calendars, drawing rulers, temporary tattoos, art prints, printed art reproductions in class 16; Beach umbrellas; leather goods, namely wallets, card cases, namely, business card cases, calling card cases, credit card cases, name card cases, pocket organizers, backpacks, luggage tote bags, purses, hand bags, cosmetics cases sold empty in class 18; Picture frames, mirrors, chairs, pillows in class 20; Bed sheets, comforters, pillowcases, bed blankets, valences, dust ruffles, towels, shower curtains in class 24; Athletic shoes, shoes, hosiery, coats, scarves, hats, swim wear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, socks, clothing belts, overalls, shorts, dresses, tank tops, vests, camisoles, bras, panties in class 25; Hair bows, hair ornaments, hair pins and hair bands in class 26; Rugs, wallpaper and wallpaper borders in class 27.

-----Claims intent to use.

-----Claims use since October 31, 2000; in U.S. since October 31, 2000 in class 14.

-----Claims use since September 30, 1995; in U.S. since September 30, 1995 in class 25.

-----Claims ownership of registration Nos. 2537262, 2397457, 2394549 & 1992148.

TRADEMARK REPORT

MUDD

MUDD, L.L.C.

REG No: 329760
APP No: 329760

07/20/01
02/28/01

Renewal Due: 07/20/11

URUGUAY

Trademark
Registered

Class: Int 25

Goods: Clothing and footwear.

our ref: 726,839

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC



APP No: 7091-02

05/16/02

Class: Int 14

Goods: Costume jewelry, watches.

VENEZUELA

Trademark
App. Pending

our ref: 730,202

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC



APP No: 7092-02

05/16/02

Class: Int 18

Goods: Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty.

VENEZUELA

Trademark
App. Pending

our ref: 730,203

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC



APP No: 7093-02

05/16/02

Class: Int 25

Goods: Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts.

VENEZUELA

Trademark
App. Pending

our ref: 730,204

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC



APP No: 7090-02

05/16/02

Class: Int 9

Goods: Eyeglasses, eyeglass frames and sunglasses.

VENEZUELA

Trademark
App. Pending

our ref: 730,201

TRADEMARK REPORT

MUDD
MUDD, L.L.C.

VENEZUELA
Trademark
App. Pending

APP No: 723-02 01/21/02

Class: INT 14
Goods: Watches.

our ref: 729,902

MUDD
MUDD, L.L.C.

VENEZUELA
Trademark
App. Pending

APP No: 722-02 01/21/02

Class: INT 18
Goods: Backpacks, handbags, tote bags, purses, cosmetic cases, wallets in class 18.

our ref: 729,903

MUDD
MUDD, L.L.C.

VENEZUELA
Trademark
Registered

REG No: P-214.517 09/10/99 Renewal Due: 09/10/09
APP No: 18241/98 10/02/98

Class: INT 25
Goods: Jeans, overalls, skirts, shirts, shorts, dresses.
-----Awaiting issuance of Certificate of Registration.

our ref: 974,978

MUDD
MUDD, L.L.C.

VENEZUELA
Trademark
App. Pending

APP No: 724-2002 01/21/02

Class: INT 25
Goods: Clothing and footwear: shoes, boots, sandals, socks, jeans, pants, shorts, shirts, t-shirts, sweatshirts, sweaters, tank tops, swim suits, skirts, jackets, coats, vests, camisoles, hats, caps, panties, bras, belts, nightgowns, pajamas.

our ref: 729,904

MUDD
MUDD, L.L.C.

VENEZUELA
Trademark
App. Pending

APP No: 725-02 01/21/02

Class: Int 9
Goods: Eyeglass frames, sunglasses.

our ref: 729,510

TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II

MUDD, LLC

VIETNAM

Trademark
App. Pending



APP No: 4-2002-03679

06/24/02

Renewal Due: 06/24/12

Classes: Int

9, 14, 18, 25

our ref: 730,206

Goods: Eyeglasses, eyeglass frames and sunglasses, in class 9; Costume jewelry, watches in class 14; Wallets, card cases, pocket organizers, handbags, purses, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Clothing, footwear, hats, caps, jeans, shirts, shorts, pants, skirts, bras, panties, camisoles, hosiery, jackets, coats, swimwear, sweatsuits, sweat pants, t-shirts, warm up suits, socks and clothing belts in class 25.

MUDD

MUDD, L.L.C.

VIETNAM

Trademark
Registered

REG No: 41662

06/13/02

Renewal Due: 05/07/11

APP No: 4-2001-01952

05/07/01

Class: Int

25

our ref: 726,840

Goods: Clothing and footwear, shoes, boots, sandals, jeans, pants shorts, shirts, t-shirts, sweat shirts, sweaters, tank tops, shirts, jackets, coats, vests, camisoles, hats, caps, panties, bras.

MUDD

MUDD, LLC

VIETNAM

Service mark
Registered

REG No: 51300

12/10/03

Renewal Due: 09/20/12

APP No: 4-2002-05935

09/20/02

Class: Int

35

our ref: 731,325

Services: Retail, mail order and internet sales of goods.

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated May 21, 2004, is by and between MUDD (USA) LLC, a Delaware limited liability company ("Borrower"), and THE CIT GROUP/COMMERCIAL SERVICES, INC., a New York corporation, in its capacity as agent ("Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Borrower has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Borrower, Secured Party and Lenders have entered or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Borrower as set forth in the CIT Financing Agreement, dated as of the date hereof, by and among Secured Party, Lenders and Borrower (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "CIT Financing Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to this Agreement (all of the foregoing, together with the CIT Financing Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"). All capitalized terms used herein which are not otherwise defined herein, shall have the meaning ascribed thereto as set forth in the CIT Financing Agreement; and

WHEREAS, in order to induce Secured Party and Lenders to enter into the CIT Financing Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrower pursuant thereto, Borrower has agreed to grant to Secured Party and Lenders certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Borrower hereby grants to Secured Party and Lenders a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of

Borrower's now existing or hereafter acquired right, title, and interest in and to: (i) all of Borrower's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Borrower's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Borrower against third parties for past or future infringement of the Trademarks. Notwithstanding anything to the contrary contained in this paragraph, the types or items of Collateral described above in which the Borrower has granted a lien and security interest shall not include trademark or service mark applications that have been filed with the U.S. Patent and Trademark Office, or may be filed hereafter, on the basis of an "intent-to-use" with respect to such marks, unless and until a statement of use or amendment to allege use is filed or any other filing is made or circumstances otherwise change so that the interests of the Borrower in such marks are no longer on an "intent-to-use" basis, at which time such marks shall automatically and without further action by the parties be subject to the security interests and liens granted by the Borrower to Secured Party, on behalf of Lenders, hereunder.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party on behalf of Lenders pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Borrower to Secured Party and Lenders and their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the CIT Financing Agreement, the other Financing Agreements or otherwise, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the CIT Financing Agreement or after the commencement of any case with respect to Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party and Lenders (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Borrower hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Borrower shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Borrower owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Borrower shall, at Borrower's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications; provided, however, that upon Secured Party's consent, which will not be unreasonably withheld, Borrower shall not be required to maintain any Trademarks that it decides, in its commercially reasonable judgment, to abandon in the ordinary course of its business. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the CIT Financing Agreement, (ii) the security interests permitted under the CIT Financing Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the CIT Financing Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party or any Lender to any such action, except as such action is expressly permitted hereunder.

(d) Borrower shall, at Borrower's expense, promptly perform all acts and execute all documents requested at any time by Secured Party and Lenders to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Borrower hereby authorizes Secured Party on behalf of itself and Lenders to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party on behalf of itself and Lenders or as otherwise determined by Secured Party. Borrower further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Borrower does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

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

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

(h) Borrower shall notify Secured Party of its filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States within ten (10) days of such filing. If, after the date hereof, Borrower shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Borrower shall promptly execute and deliver to Secured Party and Lenders any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party and Lenders to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Borrower has not abandoned any of the Trademarks and Borrower will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable. Borrower shall notify Secured Party and Lenders immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Borrower shall render any assistance as Secured Party shall determine is necessary to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Borrower's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Borrower's knowledge, after due investigation, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party and Lenders hereunder. Except for *Chattem, Inc. v. MUDD, LLC*, Opposition No. 91156478 before the U.S. Trademark Trial and Appeal Board regarding the trademark application for "OUR NAME IS MUDD", there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Borrower is a party. Borrower shall promptly notify Secured Party and Lenders if Borrower (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Borrower, at Borrower's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's and Lenders' interest in and to the Trademarks.

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

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

4. EVENTS OF DEFAULT

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

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party and Lenders, whether provided under this Agreement, the CIT Financing Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party and Lenders shall have the following rights and remedies which may be exercised

without notice to, or consent by, Borrower except as such notice or consent is expressly provided for hereunder:

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

(b) Secured Party and Lenders may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party and Lenders shall in their discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party and Lenders may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Borrower of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Borrower of any proposed disposition shall be deemed reasonable notice thereof and Borrower waives any other notice with respect thereto. Secured Party and Lenders shall have the power to buy the Collateral or any part thereof, and Secured Party and Lenders shall also have the power to execute assurances and perform all other acts which Secured Party and Lenders may, in their discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Borrower shall be liable for any deficiency.

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

(e) Secured Party and Lenders may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party and Lenders. Thereafter, Secured Party and Lenders may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Borrower shall remain liable to Secured Party and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Borrower shall pay Secured Party on demand any such unpaid amount, together with interest at the rate

then applicable to the indebtedness of Borrowers to Secured Party set forth in the CIT Financing Agreement.

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

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

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

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

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

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

(d) BORROWER, SECURED PARTY AND LENDERS EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF BORROWER, SECURED PARTY AND LENDERS IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NO EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. BORROWER, SECURED PARTY AND EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT BORROWER OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF BORROWER, SECURED PARTY AND LENDERS TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

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

7. MISCELLANEOUS

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

If to Borrower:	Mudd (USA) LLC 1407 Broadway New York, New York 10018 Attention: Mr. Richard Gilbert
-----------------	---

If to Secured
Party:

The CIT Group/Commercial Services, Inc.
1211 Avenue of the Americas
New York, New York 10036
Attention: Regional Manager

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Borrower, Secured Party, Lender and Borrower pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

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

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

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

IN WITNESS WHEREOF, Borrower and Secured Party on behalf of itself and Lenders have executed this Agreement as of the day and year first above written.

MUDD (USA) LLC

By: 

Title: Senior Vice President

THE CIT GROUP/COMMERCIAL SERVICES,
INC., as Agent

By: 

Title: VP

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 20th day of May, 2004, before me personally came Conrad Lung, to me known, who being duly sworn, did depose and say, that he is the SVP of MUDD (USA) LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Managers of said corporation.

Donna Beck
Notary Public

DONNA BECK
Notary Public, State of New York
No. 01BE4920173
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 16, 2006

STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 21st day of May, 2004, before me personally came Richard Lyons, to me known, who, being duly sworn, did depose and say, that he is the VP of THE CIT GROUP/COMMERCIAL SERVICES, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Donna Beck
Notary Public

DONNA BECK
Notary Public, State of New York
No. 01BE4920173
Qualified in Nassau County
Certificate Filed in New York County
Commission Expires February 16, 2006

**EXHIBIT B
TO
TRADEMARK SECURITY AGREEMENT**

LIST OF LICENSES

(1) MUDD, LLC has an oral Trademark license arrangement with Blue Rocket Jeans, Inc. (the "Licensee"), pursuant to which Licensee is permitted to sell jeans and tops for juniors and girls only using the MUDD Business trademark in Canada. Licensee is required to pay 7% of net sales to MUDD, LLC. The arrangement is best described as a trial period, which may result in the Company entering into a Trademark Licensing Agreement with this licensee, and this arrangement may be terminated by MUDD, LLC at any time without penalty. A copy of the draft of the possible written agreement has been supplied to the seller.

(2) Trademark license agreement between MUDD, LLC as licensor and Drew Person International, Inc. as licensee dated 1 August 2001 (as terminated)

(3) Trademark license agreement between MUDD, LLC as licensor and Ivory International, Inc. as licensee dated 27 April, 1998, as amended on 26 July, 2003

(4) Trademark license agreement between MUDD, LLC as licensor and Lantis Eyewear Inc as licensee dated 1 Jan 2002

(5) Trademark license agreement between MUDD, LLC as licensor and Hypnotic Hats Ltd as licensee dated 29 September 2003

(6) Trademark license agreement between MUDD, LLC as licensor and United Sweater Mills Corp. as licensee dated 1 Sept 2000

(7) Trademark license agreement between MUDD, LLC as licensor and SBH Intimates, Inc. as licensee dated 1 Jan 2002

(8) Trademark license agreement between MUDD, LLC as licensor and Prima Royale Enterprises, Inc. as licensee dated 1 Jan 1999, as amended on 6 February, 2003 and 19 June, 2003

(9) Trademark license agreement between MUDD, LLC as licensor and Midwest Swimwear Group as licensee dated 1 Jan 2001

(10) Trademark license agreement between MUDD, LLC as licensor and L'egent International Ltd. as licensee dated 22 Jul 1998

(11) Trademark license agreement between MUDD, LLC as licensor and Fashion Accessory Bazaar, LLC as licensee dated 1 Oct 2001 (this license has expired in accordance with its terms)

(12) Trademark license agreement between MUDD, LLC as licensor and FADA Industries Inc. as licensee dated 1 June 2000

(13) Trademark license agreement between MUDD, LLC as licensor and Cayset Fashions, Inc. as licensee dated 1 Sept 2000

(14) Trademark license agreement between MUDD, LLC as licensor and American Marketing Enterprises as licensee dated 1 March 2002

(15) Trademark license agreement between MUDD, LLC as licensor and K&M Associates LLP as licensee dated 1 Jan 2004

(16) Trademark license agreement between MUDD, LLC as licensor and Wiesner Products, Inc. as licensee dated January 2002 (as terminated on 15 December 2003) and the termination letter agreement between MUDD, LLC and Wiesner Products, Inc. dated April 21, 2004

(17) Trademark license agreement between MUDD, LLC as licensor and Amerex (USA) Inc. as licensee dated 27 September, 1999, as amended on

) ss.:

COUNTY OF NEW YORK)

On this ____ day of _____, _____, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of MUDD (USA) LLC the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Managers of said corporation.

Notary Public

TRADEMARK REPORT



MUDD JEANS (STYLIZED)
MUDD, L.L.C.

TURKEY
Trademark
App. Pending

APP No: 2004/07176

03/18/04

Class: Int

25

our ref: 735,058

Goods: Clothing (innerwear and outerwear); clothes made of cotton, denim wear, tricot wear, leisure wear, coats, top coats or overcoats, rain coats, rain suits, jackets, anoraks, capes or pelerine, ponchos, bomber jackets, denim jackets, blazers, fur-trimmed coat and vest, clothing of leather and clothing of imitations of leather, vests or waist-coats, suits, tail coat and dinner jackets, evening dress, blouse and tunics, sweater, cardigans, skirt, dress, pants, suspenders, jeans, golf shorts, slacks (with strap underfoot), overalls and dungarees, sleeping bags, school uniforms, shorts, shirts, tank tops, t-shirts, sweatshirts, sweatpants, underwear, under shirts, boxer shorts, petty pants, long and short underpants, pajamas, short sleeved vest and long sleeved vest, bra, corset, body, bustier, garters, tights, undershirts, aprons, Halloween costumes, infant wear and clothing for children, bathing suits (bathrobes), beachwear robes, swim wears, bathing trunks and bikinis and bonnets, nightwear, pyjamas, night dress, morning gown, dressing gown, leisure wear and sports wear, track suits, shorts and tights, skiwear, special sporting/gymnastic wear, headgear, hats, caps, knit hats, rain hats, bandannas, headbands (clothing), scarves, mufflers, neck scarves, shawls, ties and neckties, belt, gloves, mittens, footwear, sport shoes and nail of these shoes, shoes, sneakers, boots, rain boots, ski boots, special sporting/gymnastic shoes, slippers, sandals, shoe soles, shoe heels, socks, pantyhose.

BABY MUDD
MUDD, L.L.C.

UNITED STATES
Trademark
App. Pending

APP No: 76/271289

06/14/01

Class: INT

18

our ref: 867,214

Goods: Backpacks, tote bags, diaper bags, baby carriers worn on the body, hand bags, beach bags.
----Claims intent to use.
----Parent application of Child application; AFID No. 869050.

BABY MUDD
MUDD, L.L.C.

UNITED STATES
Trademark
Registered

REG No: 2776750
APP No: 76/975706

10/21/03
06/14/01

Renewal Due: 10/21/13
USE AFF. DUE 10/21/09

Class: INT

25

our ref: 869,050

Goods: babies and children's clothing, namely, jeans, pants, shorts, shirts, t-shirts, sweatshirts, sweat pants, sweaters, jackets, coats, hats, socks, swimwear, dresses, skirts, shoes, underwear, undershirts, pajamas, nightgowns, cloth bibs, cloth diapers, sleepers
----First use and in commerce January 2002
----Owner of United States Reg. nos. 1992148 and 2397457
----Disclaimer: No claim is made to the exclusive use of "Baby", apart from the mark.
----Child application of Parent application No. 76/271289; AFID No. 867214.

COUTURE (STYLIZED)
MUDD, LLC

UNITED STATES
Trademark
App. Pending



APP No: 78/383913

03/13/04

Classes: INT

9, 14, 18, 25

our ref: 869,882

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Watches, jewelry in class 14; Leather goods, namely, wallets, card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, boots, sandals, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, jeans, skirts, shirts, pants, panties, bras, camisoles, hats, socks and clothing, belts in class 25.
----Claims intent to use.

TRADEMARK REPORT



COUTURE POCKET STITCHING DESIGN
MUDD, LLC

UNITED STATES
Trademark
App. Pending

APP No: 78/381913 03/10/04

Class: INT 25
Goods: Jeans.

our ref: 869,881



COUTURE SMILE DESIGN
MUDD, LLC

UNITED STATES
Trademark
App. Pending

APP No: 78/397976 04/07/04

Classes: INT 9, 14, 18, 25
Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Watches, jewelry in class 14; Leather goods, namely, wallets, card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, boots, sandals, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, jeans, skirts, shirts, pants, panties, bras, camisoles, hats, socks and clothing, belts in class 25.
-----Claims intent to use.

our ref: 869,932



HEART, HAND AND FLOWER DESIGN I
MUDD, L.L.C.

UNITED STATES
Trademark
Registered

REG No: 2257203 06/29/99
APP No: 75/496759 06/05/98

Renewal Due: 06/29/09
USE AFF. DUE 06/29/05

Class: INT 25
Goods: Clothing, namely, jeans, shorts, skirts and shirts.

our ref: 974,968



HEART, HAND AND FLOWER DESIGN II
MUDD, L.L.C.

UNITED STATES
Trademark
App. Pending

APP No: 76/398679 04/22/02

Classes: INT 16, 18, 20, 21, 24, 27
Goods: Stationery type portfolio and folders, writing pads and tablets, personal organizers, personal planners, photo albums, identification stickers and tags, cardboard and paper mailing envelopes and paper mailing pouches, adhesive tapes for house hold purposes, glue for household purposes, decals, art pads, art paper, arts and crafts paint kits, pens, pencils, diaries, erasers, felt pens, highlighting pens, pen and pencil holders and cases, memo pads, note books, note cards, note pads, notebook dividers, loose leaf paper, paper clips, paper staplers, paper staples, pocket calendars, drawing rulers, temporary tattoos, art prints, printed art reproductions in class 16; Beach umbrellas in class 18; Chairs, pillows, picture frames, mirrors in class 20; Soap dishes, skin lotion dispensers, toothbrush holders, bathroom tumblers in class 21; Bed sheets, comforters, pillowcases, bed blankets, valences, dust ruffles, towels, shower curtains in class 24; Rugs, wallpaper and wallpaper borders in class 27.
-----Claims intent to use.

our ref: 868,063

TRADEMARK REPORT

HEART, HAND AND FLOWER DESIGN II

UNITED STATES

MUDD, L.L.C.

Trademark
Registered



REG No: 2767674
APP No: 76/327285

09/23/03
10/18/01

Renewal Due: 09/23/13
USE AFF. DUE 09/23/09

Classes: INT 9, 14, 18, 25

our ref: 867,614

Goods: Eyeglasses, eyeglass frames and sunglasses, in class 9; Watches, in class 14; Leather goods, namely wallets, card cases, pocket organizers, backpacks, luggage, tote bags, cosmetics cases sold empty, in class 18; Athletic shoes, shoes, hosiery, jackets, coats, swim wear, sweat suits, sweat pants, shorts, t-shirts, warm up suits, jeans, shirts, skirts, pants, socks and clothing belts, in class 25.
-----First use and in commerce March 1, 2002

M AND DEVICE

UNITED STATES

MUDD, L.L.C.

Trademark
App. Pending



APP No: 76/372631

02/19/02

Classes: INT 18, 25

our ref: 867,854

Goods: Handbags, wallets, purses, totes, backpacks, cosmetics cases sold empty in class 18; Shoes, athletic shoes, boots, sandals, jeans, pants, shorts, shirts, sweaters, tank tops, skirts, jackets, coats, vests, camisoles, hats, panties, bras, panties in class 25.
-----Claims intent to use.

M BY MUDD

UNITED STATES

MUDD, L.L.C.

Trademark
App. Pending

APP No: 76/226616

03/15/01

Classes: INT 18, 25

our ref: 866,938

Goods: Handbags, purses, tote bags, backpacks, cosmetics cases sold empty in class 18; Clothing, namely, jeans, pants, shorts, shirts, t-shirts, sweaters, tank tops, skirts, jackets, coats, vests, camisoles, hats, panties, bras, shoes, boots, sandals in class 25.
-----Claims intent to use.

MMM COUTURE (STYLIZED)

UNITED STATES

MUDD, LLC

Trademark
App. Pending

APP No: 78/309162

10/03/03

Classes: INT 9, 14, 18, 25

our ref: 869,540

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Watches, jewelry in class 14; Leather goods, namely, wallets, card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, boots, sandals, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, jeans, skirts, shirts, pants, panties, bras, camisoles, hats, socks and clothing, belts in class 25.
-----Claims intent to use.

MMM COUTURE AND DESIGN

UNITED STATES

MUDD, LLC

Trademark
App. Pending



APP No: 78/380013

03/08/04

Classes: INT 9, 14, 18, 25

our ref: 869,857

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Watches, jewelry in class 14; Leather goods, namely, wallets, card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, boots, sandals, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, jeans, skirts, shirts, pants, panties, bras, camisoles, hats, socks and clothing, belts in class 25.
-----Claims intent to use.

TRADEMARK REPORT

MMM COUTURE AND DESIGN
MUDD, LLC

UNITED STATES
Trademark
App. Pending



APP No: 78/309199 10/03/03

Classes: INT 9, 14, 18, 25

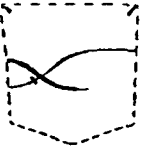
our ref: 869,541

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Watches, jewelry in class 14; Leather goods, namely, wallets, card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, boots, sandals, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, jeans, skirts, shirts, pants, panties, bras, camisoles, hats, socks and clothing, belts in class 25.

-----Claims intent to use.

MOON WALK POCKET STITCHING
MUDD, LLC

UNITED STATES
Trademark
App. Pending



APP No: 78/366772 02/12/04

Class: INT 25

our ref: 869,815

Goods: Jeans.

-----Claims intent to use.

MUDD
MUDD, L.L.C.

UNITED STATES
Trademark
Registered

REG No: 2686842 02/11/03
APP No: 75/410032 12/23/97

Renewal Due: 02/11/13
USE AFF. DUE 02/11/09

Class: INT 16

our ref: 974,977

Goods: Stationery, date books, personal organizers and calendars.
-----Parent of Child Application.
-----First use and in commerce March 1, 2002
-----Owner of United States Reg. no. 1992148

MUDD
MUDD, L.L.C.

UNITED STATES
Trademark
App. Pending

APP No: 76/243600 04/18/01

Classes: INT 16, 21

our ref: 867,004

Goods: Stationery type portfolios and folders, writing pads and tablets, personal organizers, personal planners, photo albums, identification stickers and tags, cardboard and paper mailing envelopes and paper mailing pouches, adhesive tapes for household purposes, glue for household purposes, decals, art pads, art paper, arts and crafts paint kits, pens, pencils, diaries, erasers, felt pens, highlighting pens, pen and pencil holders and cases, memo pads, note books, note cards, note pads, notebook dividers, loose leaf paper, paper clips, paper staplers, paper staples, pocket calendars, drawing rulers, temporary tattoos, art prints, printed art reproductions in class 16; Picture frames, mirrors in class 20.

-----Claims intent to use.

TRADEMARK REPORT

MUDD
MUDD, L.L.C.

UNITED STATES
Trademark
App. Pending

APP No: 76/150669 10/20/00

Classes: INT 18, 20, 21, 24, 27

our ref: 866,472

Goods: Beach umbrellas, in class 18; chairs, pillows, in class 20; soap dishes, skin lotion dispensers, toothbrush holders, bathroom tumblers, in class 21; bed sheets, comforters, pillowcases, bed blankets, valences, dust ruffles, towels, shower curtains, in class 24; rugs, wallpaper and wallpaper borders, in class 27.
-----Claims intent to use.

MUDD
MUDD, L.L.C.

UNITED STATES
Trademark
Registered

REG No: 1992148 08/06/96 Renewal Due: 08/06/06
APP No: 74/839009 02/27/95

Class: INT 25

our ref: 974,976

Goods: Jeans, overalls, skirts, shirts, shorts, dresses.
-----Sec 8/15 filed and accepted December 14, 2001

MUDD
MUDD, L.L.C.

UNITED STATES
Trademark
Registered

REG No: 2537262 02/05/02 Renewal Due: 02/05/12
APP No: 75/881397 12/23/97 USE AFF. DUE 02/05/08

Classes: INT 9, 14, 18, 25, 26

our ref: 867,315

Goods: Eyeglasses, eyeglass frame and sunglasses, in class 9;
-----First use and in commerce June 25, 1999
Costume jewelry, watches, in class 14
-----First use and in commerce June 16, 1999
Leather goods, namely wallets, card cases, pocket organizers, backpacks, luggage, tote bags, cosmetics cases sold empty, in class 18
-----First use and in commerce December 3, 1998
Athletic shoes, shoes, hosiery, jackets, coats, swim wear, sweat suits, sweat pants, shorts, t-shirts, warm up suits, socks and clothing belts, in class 25
-----First use and in commerce July 20, 1998
Hair bows, hair ornaments, hair pins and hair bands, in class 26.
-----First use and in commerce June 16, 1999
-----Owner of United states Reg. no. 1992148
-----Child of Parent Application Ser. No. 75/410032.

MUDD (STYLIZED)
MUDD, L.L.C.

UNITED STATES
Trademark
Registered

Mudd

REG No: 2397457 10/24/00 Renewal Due: 10/24/10
APP No: 75/737361 06/25/99 USE AFF. DUE 10/24/06

Classes: INT 9, 14, 18, 25, 26

our ref: 974,981

Goods: sunglasses, in class 9; costume jewelry, watches, in class 14 leather goods, namely wallets, credit card cases, and business card cases; backpacks, tote bags, cosmetics cases sold empty, in class 18, shoes, hosiery, jackets, sweat suits, sweat pants, shorts, t-shirts, warm up suits, socks, clothing belts, jeans, in class 25; hair bows, hair ornaments, hair pins and hair bands, in class 26
-----First use and in commerce April 1999.
-----Owner of United States Reg. no. 1992148

TRADEMARK REPORT

MUDD CLUB
MUDD, LLC

UNITED STATES
Trademark
App. Pending

APP No: 78/268779 06/30/03

Classes: INT 9, 14, 16, 18, 25, 26

our ref: 869,314

Goods: Eyeglasses, eyeglass frames and sunglasses in class 9; Costume jewelry, watches in class 14; Stationery, date books, personal pocket organizers, calendars in class 16; Leather goods, namely, wallets, business card cases, credit card cases, backpacks, luggage, tote bags, cosmetics cases sold empty in class 18; Athletic shoes, shoes, hosiery, jackets, coats, swimwear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, socks, clothing belts, jeans, overalls, skirts, shirts, shorts, dresses in class 25; Hair bows, hair ornaments, hair pins and hair bands in class 26.
----Claims intent to use.

MUDD SPORT
MUDD, L.L.C.

UNITED STATES
Trademark
Registered

REG No: 2770147 09/30/03 Renewal Due: 09/30/13
APP No: 76/411895 05/24/02 USE AFF. DUE 09/30/09

Class: INT 14

our ref: 868,167

Goods: Watches.
----Claims intent to use.
----First use May 1, 2002; in commerce November 1, 2002.
----Owner of United States Registration Nos. 2397457 and 2537262.

MUDD SPORT
MUDD, LLC

UNITED STATES
Trademark
App. Pending

APP No: 76/336293 11/09/01 Renewal Due:

Class: INT 18

our ref: 867,657

Goods: Handbags, wallets, purses, totes, backpacks, cosmetics cases sold empty.
----Claims intent to use.
----Parent of child application, AFID No. 868915.

MUDD SPORT
MUDD, LLC

UNITED STATES
Trademark
Registered

REG No: 2748577 08/05/03 Renewal Due: 08/05/13
APP No: 76/975440 11/09/01 USE AFF. DUE 08/05/09

Class: INT 25

our ref: 868,915

Goods: Shoes, athletic shoes, boots, sandals, jeans, pants, shorts, shirts, T-shirts, sweaters, tank tops, skirts, jackets, coats, vests, hats, camisoles, bras, panties.
----Claims intent to use.
----Child application of parent application No. 76/336293;
----First use and in commerce December 30, 2002.
----Disclaimer: No claim is made to the exclusive right to use "SPORT", apart from the mark as shown.

MUDD SPORT AND DESIGN
MUDD, LLC

UNITED STATES
Trademark
App. Pending

APP No: 76/338060 11/15/01 Renewal Due:

Class: INT 18

our ref: 867,663

Goods: Handbags, wallets, purses, totes, backpacks, cosmetics cases sold empty.
----Claims intent to use.
----Parent of child application, AFID No. 868916.



TRADEMARK REPORT

MUDD SPORT AND DESIGN

UNITED STATES

MUDD, L.L.C.

Trademark
Registered

MUDD
SPORT

REG No: 2754312
APP No: 76/975441

08/19/03
11/15/01

Renewal Due: 08/19/13
USE AFF. DUE 08/19/09

Class: INT 25

our ref: 868,916

Goods: Shoes, athletic shoes, boots, sandals, jeans, pants, shorts, shirts, T-shirts, sweaters, tank tops, skirts, jackets, coats, vests, hats, camisoles, bras, panties.
-----Claims intent to use.

-----Child application of parent application No. 76/338060.

-----Disclaimer: No claim is made to the exclusive right to use "SPORT", apart from the mark s shown.

OUR NAME IS MUDD

UNITED STATES

MUDD, LLC

Trademark
Registered

REG No: 2741923
APP No: 78/140838

07/29/03
07/01/02

Renewal Due: 07/29/13
USE AFF. DUE 07/29/09

Classes: INT 14, 25

our ref: 868,261

Goods: Watches in class 14; Jeans, skirts, shorts, jackets in class 25.

-----First use and in commerce October 31, 2000; Class 14.

-----First use and in commerce september 30, 1995 Class 25.

-----Owner of United States Registration Nos. 1992148, 2537262 and others.

OUR NAME IS MUDD

UNITED STATES

MUDD, LLC

Trademark
App. Pending

APP No: 78/140781

07/01/02

Renewal Due:

Classes: INT 3, 9, 14, 16, 18, + 05

our ref: 868,262

-----Additional class 20, 24, 25, 26, 27.

Goods: Perfumes, colognes and toilet water; cosmetics, namely make-up, eye liner, eye shadow, nail polish, lip stick, lip gloss in class 3; Eyeglasses, eyeglass frames and sunglasses in class 9; Costume jewelery in class 14; Stationery type portfolio and folders, writing pads and tablets, personal organizers, personal pocket organizers, personal planners, photo albums, identification stickers and tags, cardboard and paper mailing envelopes and paper mailing pouches, adhesive tapes for household purposes, glue for household purposes, decals, art pads, art paper, arts and crafts paint kits, pens, pencils, diaries, erasers, felt pens, highlighting pens, pen and pencil holders and cases, memo pads, note books, note cards, note pads, notebook dividers, loose leaf paper, paper clips, paper staplers, paper staples, pocket calendars, drawing rulers, temporary tattoos, art prints, printed art reproductions in class 16; Beach umbrellas; leather goods, namely wallets, card cases, namely, business card cases, calling card cases, credit card cases, name card cases, pocket organizers, backpacks, luggage tote bags, purses, hand bags, cosmetics cases sold empty in class 18; Picture frames, mirrors, chairs, pillows in class 20; Bed sheets, comforters, pillowcases, bed blankets, valences, dust ruffles, towels, shower curtains in class 24; Athletic shoes, shoes, hosiery, coats, scarves, hats, swim wear, sweat suits, sweatpants, shorts, t-shirts, warm up suits, socks, clothing belts, overalls, shorts, dresses, tank tops, vests, camisoles, bras, panties in class 25; Hair bows, hair ornaments, hair pins and hair bands in class 26; Rugs, wallpaper and wallpaper borders in class 27.

-----Claims intent to use.

-----Claims use since October 31, 2000; in U.S. since October 31, 2000 in class 14.

-----Claims use since September 30, 1995; in U.S. since September 30, 1995 in class 25.

-----Claims ownership of registration Nos. 2537262, 2397457, 2394549 & 1992148.

September 16, 2004

Page 2

cc: Stephen H. Alpert, Esq.

RECEIPT ACKNOWLEDGED:

By: _____

Title: _____

September 16, 2004

Page 2

cc: Stephen H. Alpert, Esq.

RECEIPT ACKNOWLEDGED:

By: _____

Title: _____

420374.1