

FORM PTO-1594
1-31-82

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings => => ▾

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

1. Name of conveying party(ies):

G-III Apparel Group, Inc.
G-III Brands, Ltd.
512 Seventh Avenue
New York, New York 10018

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

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

2. Name and address of receiving party(ies):

Name: The CIT Group/Commercial Services, Inc.

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

3. Nature of conveyances:

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

Execution Date: July 11, 2005

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

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE B

B. Trademark registration No.(s)

See Attached Schedule B

Additional numbers attached? Yes No

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

Name: Federal Research Corporation

Internal Address: _____

Street Address: Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

City: Washin

6. Total number of applications and registrations involved: _____

64

7. Total fee (37 CFR 3.41): _____ \$ 1615⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

50-3155

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Mark S. Cohen

Name of Person Signing



Signature

July 15, 2005

Date

Total number of pages including coversheet, attachments and document: _____

12

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

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

**G-III APPAREL GROUP, LTD.,
G-III BRANDS, LTD.**

and

**THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent
U.S. AND FOREIGN TRADEMARKS**

	Owner	Country	Title	App. No.	App. Date	Reg. No.	Reg. Date	Case Status
1.	G-III BRANDS, LTD.	United States of America	G-III BY CARL BANKS	76/516,159	04/29/2000			Pending
2.	G-III BRANDS, LTD.	United States of America	SIENA STUDIO	76/169,599	11/21/2000	2,813,413	02/10/2000	Registered
3.	G-III BRANDS, LTD.	United States of America	G-III & DESIGN [IN A FRAME]	76/081,369	06/29/2000	2,702,979	04/01/2000	Registered
4.	G-III BRANDS, LTD.	United States of America	G-G-III SPORTS REAL SPORTS FASHION & DESIGN	76/567,388	12/17/2000			Pending
5.	G-III BRANDS, LTD.	United States of America	BLACK RIVER & DESIGN LOWER DIAMOND1	76/470,058	11/25/2000			Pending
6.	G-III APPAREL GROUP, LTD.	United States of America	G-III SPORTS & CARL BANKS & DESIGN	76/307,908	08/30/2000			Pending
7.	G-III BRANDS, LTD.	United States of America	COLLEBROOK & CO SIENA	76/221,668	03/08/2000	2,560,696	04/09/2000	Registered
8.	G-III BRANDS, LTD.	United States of America	SIENA	76/169,598	11/21/2000			Pending
9.	G-III BRANDS, LTD.	United States of America	BLACK RIVER	78/565,657	02/11/2000			Pending
10.	G-III BRANDS, LTD.	United States of America	SIENA STUDIO FOR MEN	76/168,477	11/20/2000			Pending
11.	G-III BRANDS, LTD.	United States of America	STUDIO 512	75/893,017	01/10/2000			Pending

	Owner	Country	Title	App. No.	App. Date	Reg. No.	Reg. Date	Case Status
	LTD.			7	0			
12.	G-III BRANDS, LTD.	United States of America	BR & DESIGN [DOUBLE DIAMOND]	78/537,22	12/22/200			Pending
13.	G-III BRANDS, LTD.	United States of America	BLACK RIVET	78/510,01	11/02/200			Pending
14.	G-III BRANDS, LTD.	United States of America	LEATHEROLOGY	76/490,83	02/13/200			Pending
15.	G-II APPAREL GROUP, LTD.	United States of America	LADIES FIRST BY G-III/CARL BANKS	78/667,81	06/10/05			Pending
16.	G-III BRANDS, LTD.	United States of America	G-III & DESIGN [IN A FRAME]	75/983,01	06/29/200	2,689,001	02/18/200	Registered
17.	G-III BRANDS, LTD.	United States of America	JLC	76/221,52	03/08/200	2,575,809	06/04/200	Registered
18.	G-III BRANDS, LTD.	United States of America	SIENA FOR MEN	76/168,47	11/20/200			Pending
19.	G-II APPAREL GROUP, LTD.	United States of America	SPORTS 58 & DESIGN [DIAMOND AND RIBBON]	75/639,11	02/09/199	2,382,504	09/05/200	Registered
20.	G-III BRANDS, LTD.	United States of America	J.L. COLLEBROOK	74/097,58	09/17/199	1,662,115	10/22/199	Registered
21.	G-III BRANDS, LTD.	United States of America	DIAMOND FIT	78/375,26	02/27/200			Pending
22.	G-III BRANDS, LTD.	United States of America	G-III SPORTS BY CARL BANKS & DESIGN	76/542,68	08/25/200			Pending
23.	G-III BRANDS, LTD.	United States of America	BLACK RIVET & DESIGN [LOWER DIAMOND]	76/975,49	11/25/200	2,814,902	02/17/200	Registered
24.	G-III BRANDS, LTD.	United States of America	AMERICAN CLASSICS BY COLLEBROOK	76/481,87	01/10/200	2,820,894	03/09/200	Registered
25.	G-III BRANDS, LTD.	United States of America	COLLEB CO. & DESIGN	76/221,63	03/07/200			Pending
26.	G-III BRANDS, LTD.	United States of America	SIENNA	75/268,13	04/02/199	2,147,691	03/31/199	Registered
27.	G-III BRANDS, LTD.	United States of America	SIENNA	78/398,62	04/08/200			Pending
28.	G-III BRANDS, LTD.	United States of America	BLACK RIVET	76/975,49	11/25/200	2,844,117	05/18/200	Registered
29.	G-III BRANDS, LTD.	United States of America	MORRIS GOLDFARB	78/565,52	02/11/200			Pending
30.	G-III BRANDS, LTD.	United States of America	EXSTO	76/558,07	11/07/200			Pending
31.	G-III BRANDS, LTD.	United States of America	BLACK RIVET & DESIGN [CIRCLBS & DIAMOND]	76/975,49	11/25/200	2,816,963	02/24/200	Registered

	Owner	Country	Title	App. No.	App. Date	Reg. No.	Reg. Date	Case Status
32.	G-III BRANDS, LTD.	United States of America	COATOLOGY	76/490,83	02/13/200			Pending
33.	G-III APPAREL GROUP, LTD.	United States of America	LADIES FIRST BY G-III/CARL BANKS I	75/289,59	05/09/199	2,248,162	05/25/199	Registered
34.	G-III BRANDS, LTD.	United States of America	BLACK RIVET UNIFORM DRNIM	76/002,54	03/17/200			Pending
35.	G-III BRANDS, LTD.	United States of America	COLER CO. & DESIGN	76/976,88	03/07/200	2,891,789	10/05/200	Registered
36.	G-III BRANDS, LTD.	United States of America	BLACK RIVET & DESIGN UPPER DIAMOND I	76/975,71	11/25/200	2,816,964	02/24/200	Registered
37.	G-III BRANDS, LTD.	United States of America	BLACK RIVET & DESIGN UPPER DIAMOND I	76/472,04	11/25/200			Pending
38.	G-III APPAREL GROUP, LTD.	United States of America	SPORTS GILL LICENSING & DESIGN	76/307,76	08/30/200			Pending
39.	G-III BRANDS, LTD.	United States of America	BLACK RIVET & DESIGN FCIRCLS & DIAMOND I	76/470,00	11/25/200			Pending
40.	G-III BRANDS, LTD.	United States of America	G-III	73/835,26	10/31/198	1,620,028	10/30/199	Registered
41.	G-III BRANDS, LTD.	Canada	BLACK RIVET	1,256,129	05/02/200			Pending
42.	G-III APPAREL GROUP, LTD.	Canada	BLACK RIVET UNIFORM DENIM	1,051,403	03/20/200			Pending
43.	G-III APPAREL GROUP, LTD.	Canada	J.L.C. (&Design)	776,045	02/21/199	TMAA459,76	06/21/199	Registered
44.	G-III APPAREL GROUP, LTD.	Canada	JLC (& Design).	776,043	02/21/199	TMAA460,52	07/26/199	Registered
45.	G-III APPAREL GROUP, LTD.	Canada	J.L. COLERBROOK	727,077	04/20/199	TMAA433,10	09/09/199	Registered
46.	G-III APPAREL GROUP, LTD.	Canada	G-III	727,072	04/20/199	TMAA426,77	04/29/199	Registered
47.	G-III APPAREL GROUP, LTD.	Mexico	G-III	606973	06/25/200	831198	04/20/200	Registered
48.	G-III APPAREL GROUP, LTD.	Mexico	J.L. COLERBROOK	606972	06/25/200	831197	04/20/200	Registered
49.	G-III APPAREL GROUP, LTD.	France	JL COLERBROOK	93/465341	04/19/199	93/465341	10/08/199	Registered
50.	G-III APPAREL GROUP, LTD.	France	G-III	93/465340	04/19/199	93/465340	04/19/199	Registered
51.	G-III APPAREL GROUP, LTD.	United Kingdom	J.L. COLERBROOK	1533687	04/21/199	B1533687	07/15/199	Registered

	Owner	Country	Title	App. No.	App. Date	Reg. No.	Reg. Date	Case Status
52.	G-III APPAREL GROUP, LTD.	European Community Trade Mark Office (OHIM)	G-III	223560	04/12/1996	223560	12/09/1998	Registered
53.	G-III APPAREL GROUP, LTD.	European Community Trade Mark Office (OHIM)	JL COLLEBROOK	223537	04/12/1996	223537	09/22/1998	Registered
54.	G-III BRANDS, LTD.	United States of America	ARNOLD CONSTABLE	78/652,510	06/16/05			Pending
55.	G-III BRANDS, LTD.	European Community Trade Mark Office (OHIM)	BR & DESIGN [DOUBLE DIAMOND]		06/22/2005			Pending
56.	G-III BRANDS, LTD.	Russian Federation	BR & DESIGN [DOUBLE DIAMOND]		06/22/2005			Pending
57.	G-III LEATHER FASHIONS, INC.	United States of America	WINLIT	74/638,353	02/27/95	1990889	08/6/1996	Registered
58.	G-III LEATHER FASHIONS, INC.	United States of America	WINLIT (Stylized)	73/059,017	07/28/75	1045993	8/10/1976	Registered
59.	G-III LEATHER FASHIONS, INC.	United States of America	LNR	75/223,210	01/09/97	2103610	10/7/1997	Registered
60.	G-III LEATHER FASHIONS, INC.	United States of America	LNR (Stylized)	73/831,738	10/16/89	1621331	11/6/1990	Registered
61.	G-III LEATHER FASHIONS, INC.	United States of America	NY 10018	74/341,427	12/21/92	1895616	5/23/1995	Registered
62.	G-III LEATHER FASHIONS, INC	United Kingdom	J. PERCY SPORT	2,302,446	06/10/02	2,302,446	11/08/02	Registered
63.	G-III LEATHER FASHIONS, INC	United Kingdom	MARVIN RICHARDS	2,302,451	06/10/02	2,302,451	06/06/03	Registered
64.	G-III LEATHER FASHIONS, INC	United Kingdom	J. PERCY FOR MARVIN RICHARDS	2,302,449	06/10/02	2,302,449	11/08/02	Registered

**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 11th day of July, 2005, by G-III Apparel Group, Inc., a Delaware corporation (herein "G-III Apparel"), and G-III Brands, Ltd., a Delaware corporation, each with its principal place of business at 512 Seventh Avenue, New York, New York 10018 (herein the "G-III Brands"), and The CIT Group/Commercial Services, Inc., a New York corporation, with offices at 1211 Avenue of the Americas, New York, New York 10036 (herein "CIT"), as Agent for the Lenders under the Financing Agreement referred to below (CIT, in such capacity, the "Agent").

WITNESSETH:

WHEREAS, (i) G-III Leather Fashions, Inc., a New York corporation, J. Percy For Marvin Richards, Ltd. and CK Outerwear, LLC (collectively, the "Company"), Agent and certain Lenders are parties to a certain Financing Agreement of even date herewith, as the same may be amended from time to time (herein the "Financing Agreement"), which Financing Agreement provides for the Lenders to make certain loans, advances and extensions of credit, all to or for the account of the Company and for the grant by the Company to Agent of a security interest in certain of the Company's assets, and (ii) G-III Apparel and G-III Brands are parties to Guaranty and Guaranty Security Agreement each of even date herewith, as the same may be amended from time to time (herein collectively, the "Guaranty Documents"), which Guaranty Documents provide that G-III Apparel and G-III Brands, among others, shall guarantee the Obligations of the Company and for the grant by G-III Apparel and G-III Brands to Agent of a security interest in certain assets of G-III Apparel and G-III Brands, including, without limitation, the patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses of G-III Apparel and G-III Brands, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, G-III Apparel and G-III Brands agree as follows:

1. Definitions. Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. Grant of Security Interest. To secure the payment of the "Obligations" (as defined in the Financing Agreement), G-III Apparel and G-III Brands each hereby grants to Agent for the benefit of the Lenders a security interest, effective immediately, in all of G-III Apparel's and G-III Brands' respective rights, title and interests in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

grants to Agent for the benefit of the Lenders a security interest, effective immediately, in all of G-III Apparel's and G-III Brands' respective rights, title and interests in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

- (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
 - (ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
 - (iv) The goodwill of G-III Apparel's and G-III Brands' business connected with and symbolized by the Intellectual Property Collateral; and
 - (v) All cash and non-cash proceeds of the foregoing.
3. Agent's Rights. Upon the occurrence of any Event of Default hereunder, Agent shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give G-III Apparel or G-III Brands, whichever is applicable, reasonable notice of the time and place of any public sale of Intellectual Property Collateral owned by such party or the time after which any private sale of the Intellectual Property Collateral owned by such party or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the applicable party forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent upon the occurrence of any Event of Default hereunder, Agent shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by each of G-III Apparel and G-III Brands to Agent concurrently with this Agreement to enable such rights

to be carried out. Each of G-III Brands and G-III Apparel agrees that, in the event Agent exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from Agent to the applicable party, such party shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, G-III Apparel and G-III Brands shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by Agent of the rights provided by this Agreement, be revoked and the right of G-III Apparel or G-III Brands, as applicable, to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon Agent or its transferee(s) shall be entitled to all of such applicable party's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon Agent any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. G-III Apparel will pay all filing fees with respect to the security interest created hereby which Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.
5. Representations and Warranties. G-III Apparel and G-III Brands each represents and warrants, with respect to the Intellectual Property owned by it as set forth in the Schedules hereto, that it lawfully possesses and owns such Intellectual Property Collateral and that except for the security interest granted hereby and Permitted Encumbrances (as defined in the Financing Agreement), the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that it has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral.
6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agent in connection with such sale and the exercise of Agent's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations in such order as Agent may elect; and the balance, if any, shall be paid to G-III Apparel or G-III Brands, as applicable, or as a court of competent jurisdiction may direct.

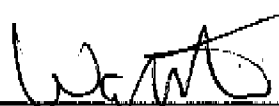
7. Defense of Claims. G-III Apparel will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent therein. G-III Apparel agrees to reimburse Agent for all costs and expenses incurred by Agent in defending any such action, claim or proceeding.
8. Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any rights that Agent has under the Financing Agreement. G-III Apparel and G-III Brands each agree to execute and deliver to Agent (at the expense of G-III Apparel or G-III Brands, as applicable) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.
9. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
10. **CHOICE OF LAW. G-III APPAREL AND G-III BRANDS EACH AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE FINANCING AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF G-III APPAREL, G-III BRANDS AND AGENT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT G-III APPAREL, G-III BRANDS, AGENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. G-III APPAREL, G-III BRANDS, AND AGENT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**
11. Events of Default. Any of the following constitutes an Event of Default under this Agreement:
- (i) G-III Apparel or G-III Brands, fails to perform or observe any agreement, covenant or condition required under this Agreement in any material respect;
 - (ii) Any warranty or representation made by G-III Apparel or G-III Brands in this Agreement shall be or becomes false or misleading in any material respect; or
 - (iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by Agent.

12. Notices. G-III Apparel and G-III Brands each covenants and agrees that, with respect to the Intellectual Property Collateral, it will give Agent written notice in the manner provided in the Financing Agreement of:
- (i) any claim by a third party that the applicable party has infringed on the rights of a third party;
 - (ii) any suspected infringement by a third party on the rights of the applicable party; or
 - (iii) any Intellectual Property Collateral created, arising or acquired by it after the date hereof.
13. Further Assurances. G-III Apparel and G-III Brands each will take any such action as Agent may reasonably require to further confirm or protect Agent's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, G-III Apparel and G-III Brands each hereby grants to Agent a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action on such party's behalf required to effectuate the terms, provisions and conditions of this Agreement.
14. Termination. This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment of all Obligations of the Company thereunder. Upon the Company's request, Agent shall within a reasonable time after any such termination execute and deliver to the G-III Apparel and G-III Brands (at G-III Apparel's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

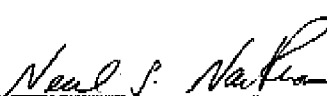
[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 11th day of July, 2005.

G-III APPAREL GROUP, LTD.

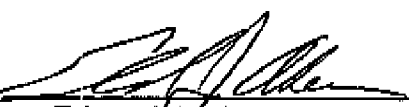
By: 
Name: Wayne S. Miller
Title: Senior Vice President

G-III BRANDS, LTD.

By: 
Name: Neal S. Nackman
Title: Vice President - Finance

Agreed and Accepted this 11th day of July, 2005

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

By: 
Name: Edward J. Ahearn
Title: Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On July 11, 2005, before me, the undersigned, a notary public in and for said State, personally appeared Wayne S. Miller known to me to be the Senior Vice President of **G-III Apparel Group, Ltd.** the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.

NERI M. CALDERON
Notary Public, State of New York
No. 01CA6118625
Qualified in Kings County
Commission Expires Nov. 15, 2008

Notary Public



STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On July 11, 2005, before me, the undersigned, a notary public in and for said State, personally appeared Wayne S. Miller known to me to be the Vice President - Finance of, **G-III Brands Ltd.** the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.

NERI M. CALDERON
Notary Public, State of New York
No. 01CA6118625
Qualified in Kings County
Commission Expires Nov. 15, 2008

Notary Public



STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On July 11, 2005, before me, the undersigned, a notary public in and for said State, personally appeared Edward J. Ahearn known to me to be a Vice President of **The CIT Group/Commercial Services, Inc.** the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.

NERI M. CALDERON
Notary Public, State of New York
No. 01CA6118625
Qualified in Kings County
Commission Expires Nov. 15, 2008

Notary Public



**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between

G-III APPAREL GROUP, LTD.,

G-III BRANDS, LTD.

and

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