04-25-2006

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/3

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

103186259 :ET

TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

4-24-06

1. Name of conveying party(ies):
Phat Fashions LLC

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation- State:
☑ Other limited liability company
Citizenship (see guidelines) New York
Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bank of America, N.A., as Agent
Internal Address:
Street Address: One South Wacker, Suite 3400
City: Chicago
State: Illinois
Country: USA Zip: 60606
☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other National Assoc. Citizenship USA
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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) April 12, 2006
☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
see Schedule I attached
Additional sheet(s) attached? ☑ Yes ☐ No
C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

5. Name & address of party to whom correspondence concerning document should be mailed:
Name: Holli Kubicki
Internal Address:
Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800
City: Chicago
State: IL Zip: 60606
Phone Number: 312-993-2638
Fax Number: 312-993-9870
Email Address: holli.kubicki@lw.com

6. Total number of applications and registrations involved: 149

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 3,740.00
☐ Authorized to be charged by credit card
☐ Authorized to be charged to deposit account
☑ Enclosed

8. Payment Information:
a. Credit Card Last 4 Numbers
Expiration Date
b. Deposit Account Number
Authorized User Name

9. Signature: Holli Kubicki
Signature
4/21/2006
Date
Holli Kubicki
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 13

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Federal Registration Number	Registration Date
[Cat Design]	[s/n 78/750,668]	[filed 11/9/2005]
[Cat Design]	[s/n 78/750,566]	[filed 11/9/2005]
[Cat Design]	[s/n 78/750,401]	[filed 11/9/2005]
[Cat Design]	[s/n 78/695,701]	[filed 8/18/2005]
[Cat Design]	[s/n 76/502,751]	[filed 3/18/2003]
[Cat Design]	[s/n 76/502,750]	[filed 3/18/2003]
[Cat Design]	[s/n 76/484,063]	[filed 1/21/2003]
[Cat Design]	[s/n 76/389,060]	[filed 3/27/2002]
[Cat Design]	2,440,358	4/3/2001
[Cat Design]	2,538,563	2/12/2002
[Cat Design]	3,037,296	1/3/2006
[Ox Design]	2,256,346	6/29/1999
[Ox Design]	2,256,347	6/29/1999
[Ox Design]	2,272,180	8/24/1999
[Ox Design]	2,274,325	8/31/1999
[Pocket Design]	[s/n 78/707,889]	[filed 9/7/2005]
ALL CITY	2,217,029	1/12/1999
ALL CITY ATHLETIQUES	2,429,441	2/20/2001
BABY PHAT	[s/n 78/695,680]	[filed 8/18/2005]
BABY PHAT	[s/n 76/600,635]	[filed 7/2/2004]
BABY PHAT	[s/n 76/600,634]	[filed 7/2/2004]
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BABY PHAT	[s/n 76/477,078]	[filed 12/20/2002]
BABY PHAT	[s/n 76/477,075]	[filed 12/20/2002]
BABY PHAT	[s/n 76/477,044]	[filed 12/20/2002]
BABY PHAT	[s/n 76/477,041]	[filed 12/20/2002]
BABY PHAT	[s/n 76/477,038]	[filed 12/20/2002]
BABY PHAT	[s/n 76/477,035]	[filed 12/20/2002]
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BABY PHAT	2,702,799	4/1/2003
BABY PHAT	2,736,998	7/15/2003
BABY PHAT	2,811,059	2/3/2004
BABY PHAT	3,004,138	10/4/2005

BABY PHAT	3,051,588	1/24/2006
BABY PHAT	3,060,441	2/21/2006
BABY PHAT (and Design)		
BABY PHAT (and Design)	[s/n 78/820,010]	[filed 2/21/2006]
BABY PHAT (and Design)	[s/n 78/750,654]	[filed 11/9/2005]
BABY PHAT (and Design)	[s/n 78/750,627]	[filed 11/9/2005]
BABY PHAT (and Design)	[s/n 78/750,479]	[filed 11/9/2005]
BABY PHAT (and Design)	[s/n 76/502,753]	[filed 3/18/2003]
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BABY PHAT (and Design)	2,881,224	9/7/2004
BABY PHAT (and Design)	3,000,181	9/27/2005
BABY PHAT (and Design)	3,000,182	9/27/2005
BABY PHAT (and Design)	3.006.170	10/11/2005
BABY PHAT (Stylized)	[s/n 78/750,660]	[filed 11/9/2005]
BABY PHAT (Stylized)	[s/n 78/750,616]	[filed 11/9/2005]
BABY PHAT (Stylized)	[s/n 78/750,469]	[filed 11/9/2005]
BABY PHAT (Stylized)	[s/n 78/467,282]	[filed 8/13/2004]
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BABY PHAT (Stylized)	3,004,685	10/4/2005
BABY PHAT BABY	[s/n 76/595,426]	[filed 6/1/2004]
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BABY PHAT GIRLZ	2,557,269	4/2/2002
BABY PHAT GIRLZ	2,867,090	7/27/2004
BABY PHAT GODDESS	[s/n 76/627,227]	[filed 1/6/2005]
BABY PHAT GODDESS	[s/n 78/596,251]	[filed 3/28/2005]
BABY PHAT GODDESS (and Design)	[s/n 76/627,228]	[filed 1/6/2005]
BABY PHAT GODDESS (and Design)	[s/n 78/596,474]	[filed 3/28/2005]
BABY PHAT GOLDEN GODDESS	[s/n 78/806,666]	[filed 2/3/2006]
BABY PHAT GOLDEN GODDESS (and Design)	[s/n 78/806,662]	[filed 2/3/2006]
BABY PHAT RECORDS	[s/n 76/502,755]	[filed 3/18/2003]
BABY PHAT RECORDS	[s/n 76/502,754]	[filed 3/18/2003]
CARRINGTON	2,535,028	1/29/2002
CLASSIC AMERICAN FLAVA	[s/n 78/375,729]	[filed 2/27/2004]
CLASSIC AMERICAN FLAVA	2,456,772	6/5/2001
FLAVA	[s/n 78/375,708]	[filed 2/27/2004]
P (and Design)	[s/n 78/818,100]	[filed 2/17/2006]
P (and Design)	[s/n 78/818,091]	[filed 2/17/2006]
P (and Design)	[s/n 78/818,088]	[filed 2/17/2006]
P (and Design)	[s/n 78/750,702]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,695]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,687]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,594]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,586]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,579]	[filed 11/9/2005]

P (and Design)	[s/n 78/750,458]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,432]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,424]	[filed 11/9/2005]
P (and Design)	[s/n 78/728,058]	[filed 10/6/2006]
P (and Design)	[s/n 76/322,601]	[filed 10/4/2001]
P (and Design)	2,487,976	9/11/2001
P (and Design)	2,528,508	1/8/2002
P (and Design)	2,600,979	7/30/2002
P (and Design)	2,610,656	8/20/2002
P (and Design)	2,802,598	1/6/2004
P (and Design)	3,018,211	11/22/2005
P (and Design)	3,018,212	11/22/2005
P (and Design)	3,021,315	11/29/2005
P PHAT FARM (and Design)	2,551,715	3/26/2002
PF (Stylized)	[s/n 78/750,681]	[filed 11/9/2005]
PF (Stylized)	[s/n 78/750,572]	[filed 11/9/2005]
PF (Stylized)	[s/n 78/750,416]	[filed 11/9/2005]
PHAT	[s/n 76/477,079]	[filed 12/20/2002]
PHAT	[s/n 76/477,076]	[filed 12/20/2002]
PHAT	[s/n 76/477,045]	[filed 12/20/2002]
PHAT	[s/n 76/477,042]	[filed 12/20/2002]
PHAT	[s/n 76/477,039]	[filed 12/20/2002]
PHAT	[s/n 76/477,036]	[filed 12/20/2002]
PHAT	[s/n 76/477,033]	[filed 12/20/2002]
PHAT	[s/n 76/477,030]	[filed 12/20/2002]
PHAT	[s/n 76/477,027]	[filed 12/20/2002]
PHAT	[s/n 76/313,829]	[filed 9/14/2001]
PHAT	2,372,748	8/1/2000
PHAT CATZ	1,544,526	6/20/1989
PHAT FARM	[s/n 78/813,784]	[filed 2/13/2006]
PHAT FARM	[s/n 76/600,638]	[filed 7/2/2004]
PHAT FARM	[s/n 76/600,637]	[filed 7/2/2004]
PHAT FARM	[s/n 76/600,636]	[filed 7/2/2004]
PHAT FARM	[s/n 76/477,077]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,049]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,046]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,043]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,040]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,037]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,034]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,031]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,028]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,025]	[filed 12/20/2002]
PHAT FARM	[s/n 76/468,821]	[filed 11/18/2002]
PHAT FARM	[s/n 76/468,820]	[filed 11/18/2002]
PHAT FARM	[s/n 76/427,378]	[filed 7/1/2002]
PHAT FARM	[s/n 76/313,831]	[filed 9/14/2001]
PHAT FARM	[s/n 78/318,266]	[filed 10/24/2003]

PHAT FARM	1,809,325	12/7/1993
PHAT FARM	2,260,888	7/13/1999
PHAT FARM	2,415,455	12/26/2000
PHAT FARM	2,847,288	6/1/2004
PHAT FARM	2,867,117	7/27/2004
PHAT FARM	3,013,536	11/8/2005
PHAT FARM (and Design)	2,272,181	8/24/1999
PHAT FARM (and Design)	2,485,552	9/4/2001
PHAT FARM (and Design)	2,487,474	9/11/2001
PHAT FARM (Stylized)	2,492,511	9/25/2001
PHAT FARM (Stylized)	2,552,152	3/26/2002
PHAT FARM P (and Design)	[s/n 76/454,926]	[filed 9/23/2002]
PHAT P FARM (and Design)	[s/n 78/608,240]	[filed 4/13/2005]
PHAT THREADS	1,819,997	2/8/1994

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2006, by PHAT FASHIONS LLC, a New York limited liability company ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 12, 2006 by and among Grantor, the other Persons named therein as Obligors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur LC Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on Schedule I hereto;

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

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

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

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

[signature page follows]

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

PHAT FASHIONS LLC

By: _____
Name: W. Lee Capps III
Title: Senior Vice President Finance

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Debra A. Rathberger
Title: Senior Vice President

[Signature Page to Phat Fashions Trademark Security Agreement]

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

PHAT FASHIONS LLC

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By:_____
Name: Debra A. Rathberger
Title: Senior Vice President

[Signature Page to Phat Fashions Trademark Security Agreement]

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Federal Registration Number	Registration Date
[Cat Design]	[s/n 78/750,668]	[filed 11/9/2005]
[Cat Design]	[s/n 78/750,566]	[filed 11/9/2005]
[Cat Design]	[s/n 78/750,401]	[filed 11/9/2005]
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[Cat Design]	[s/n 76/389,060]	[filed 3/27/2002]
[Cat Design]	2,440,358	4/3/2001
[Cat Design]	2,538,563	2/12/2002
[Cat Design]	3,037,296	1/3/2006
[Design]	SC012502	6/28/2001
[Ox Design]	2,256,346	6/29/1999
[Ox Design]	2,256,347	6/29/1999
[Ox Design]	2,272,180	8/24/1999
[Ox Design]	2,274,325	8/31/1999
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ALL CITY ATHLETIQUES	2,429,441	2/20/2001
BABY PHAT	SC012504	6/28/2001
BABY PHAT	[s/n 78/695,680]	[filed 8/18/2005]
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BABY PHAT	2,240,881	4/20/1999
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BABY PHAT	2,811,059	2/3/2004
BABY PHAT	3,004,138	10/4/2005

BABY PHAT	3,051,588	1/24/2006
BABY PHAT	3,060,441	2/21/2006
BABY PHAT (and Design)	SC012501	6/28/2001
BABY PHAT (and Design)	CA045469	4/18/2000
BABY PHAT (and Design)	[s/n 78/820,010]	[filed 2/21/2006]
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BABY PHAT GODDESS	[s/n 78/596,251]	[filed 3/28/2005]
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BABY PHAT GODDESS (and Design)	[s/n 78/596,474]	[filed 3/28/2005]
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P (and Design)	SC012526	6/28/2001
P (and Design)	SC012525	6/28/2001
P (and Design)	[s/n 78/818,100]	[filed 2/17/2006]
P (and Design)	[s/n 78/818,091]	[filed 2/17/2006]
P (and Design)	[s/n 78/818,088]	[filed 2/17/2006]
P (and Design)	[s/n 78/750,702]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,695]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,687]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,594]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,586]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,579]	[filed 11/9/2005]

P (and Design)	[s/n 78/750,458]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,432]	[filed 11/9/2005]
P (and Design)	[s/n 78/750,424]	[filed 11/9/2005]
P (and Design)	[s/n 78/728,058]	[filed 10/6/2006]
P (and Design)	[s/n 76/322,601]	[filed 10/4/2001]
P (and Design)	2656	10/28/2002
P (and Design)	2,487,976	9/11/2001
P (and Design)	2,528,508	1/8/2002
P (and Design)	2,600,979	7/30/2002
P (and Design)	2,610,656	8/20/2002
P (and Design)	2,802,598	1/6/2004
P (and Design)	3,018,211	11/22/2005
P (and Design)	3,018,212	11/22/2005
P (and Design)	3,021,315	11/29/2005
P PHAT FARM (and Design)	2652	10/28/2002
P PHAT FARM (and Design)	2,551,715	3/26/2002
PE (and Design)	2658	11/6/2002
PF (Stylized)	[s/n 78/750,681]	[filed 11/9/2005]
PF (Stylized)	[s/n 78/750,572]	[filed 11/9/2005]
PF (Stylized)	[s/n 78/750,416]	[filed 11/9/2005]
PHAT	[s/n 76/477,079]	[filed 12/20/2002]
PHAT	[s/n 76/477,076]	[filed 12/20/2002]
PHAT	[s/n 76/477,045]	[filed 12/20/2002]
PHAT	[s/n 76/477,042]	[filed 12/20/2002]
PHAT	[s/n 76/477,039]	[filed 12/20/2002]
PHAT	[s/n 76/477,036]	[filed 12/20/2002]
PHAT	[s/n 76/477,033]	[filed 12/20/2002]
PHAT	[s/n 76/477,030]	[filed 12/20/2002]
PHAT	[s/n 76/477,027]	[filed 12/20/2002]
PHAT	[s/n 76/313,829]	[filed 9/14/2001]
PHAT	2,372,748	8/1/2000
PHAT CATZ	1,544,526	6/20/1989
PHAT FARM	SC012500	6/28/2001
PHAT FARM	[s/n 78/813,784]	[filed 2/13/2006]
PHAT FARM	[s/n 76/600,638]	[filed 7/2/2004]
PHAT FARM	[s/n 76/600,637]	[filed 7/2/2004]
PHAT FARM	[s/n 76/600,636]	[filed 7/2/2004]
PHAT FARM	[s/n 76/477,077]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,049]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,046]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,043]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,040]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,037]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,034]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,031]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,028]	[filed 12/20/2002]
PHAT FARM	[s/n 76/477,025]	[filed 12/20/2002]
PHAT FARM	[s/n 76/468,821]	[filed 11/18/2002]
PHAT FARM	[s/n 76/468,820]	[filed 11/18/2002]
PHAT FARM	[s/n 76/427,378]	[filed 7/1/2002]
PHAT FARM	[s/n 76/313,831]	[filed 9/14/2001]
PHAT FARM	[s/n 78/318,266]	[filed 10/24/2003]

PHAT FARM	2651	10/28/2002
PHAT FARM	1,809,325	12/7/1993
PHAT FARM	2,260,888	7/13/1999
PHAT FARM	2,415,455	12/26/2000
PHAT FARM	2,847,288	6/1/2004
PHAT FARM	2,867,117	7/27/2004
PHAT FARM	3,013,536	11/8/2005
PHAT FARM (and Design)	2,272,181	8/24/1999
PHAT FARM (and Design)	2,485,552	9/4/2001
PHAT FARM (and Design)	2,487,474	9/11/2001
PHAT FARM (Stylized)	SC012524	6/28/2001
PHAT FARM (Stylized)	2,492,511	9/25/2001
PHAT FARM (Stylized)	2,552,152	3/26/2002
PHAT FARM P (and Design)	[s/n 76/454,926]	[filed 9/23/2002]
PHAT P FARM (and Design)	SC012527	6/28/2001
PHAT P FARM (and Design)	[s/n 78/608,240]	[filed 4/13/2005]
PHAT THREADS	1,819,997	2/8/1994

TRADEMARK LICENSES

None.