

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Bayer Clothing Group, Inc.		06/07/2006	CORPORATION: PENNSYLVANIA
Southwick Clothing L.L.C.		06/07/2006	LIMITED LIABILITY COMPANY: MASSACHUSETTS

RECEIVING PARTY DATA

Name:	Wells Fargo Bank, National Association acting through its Wells Fargo Business Credit operating division
Street Address:	1600 John F. Kennedy Blvd.
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19103
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 24

Property Type	Number	Word Mark
Registration Number:	1457525	JOHN PEEL LTD.
Registration Number:	1359317	ROSS & CROMARTY
Registration Number:	1367791	RUMPLES
Registration Number:	1439285	AMERICAN SILHOUETTE
Registration Number:	1483577	PONTE MODA
Registration Number:	1551506	DILLON
Registration Number:	1544551	VIA ROMA
Registration Number:	1619999	WOODCUTTER
Registration Number:	1728641	ATTREZZI
Registration Number:	2049804	B BAYER CLOTHING
Registration Number:	1587905	AUSTIN LEEDS
Registration Number:	2204453	AGENDA

CH \$615.00 1457525

Registration Number:	1875310	LINEN LITES
Registration Number:	0784063	BERKELEY HALL
Registration Number:	0808532	BARDSTOWN
Registration Number:	0809603	OLD WORLD
Registration Number:	0677368	NOBLE MANOR
Registration Number:	0766775	SOUTHWICK
Registration Number:	0817592	GRIECO
Registration Number:	1508237	GRIECO
Registration Number:	1513671	SCOTLAND YARD AUTHENTIC WEAR
Registration Number:	1354712	PAXTON ROW
Registration Number:	1269979	SCOTLAND YARD
Registration Number:	0993984	SATURDAYS BRITCHES

CORRESPONDENCE DATA

Fax Number: (202)756-9299
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-756-9292
Email: christine.wilson@thomson.com
Correspondent Name: Greenberg Traurig, LLP
Address Line 1: 200 Park Avenue
Address Line 4: Florham Park, NEW JERSEY 07932

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	08/04/2006

Total Attachments: 9
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement") dated as of June 7, 2006, is made by and between BAYER CLOTHING GROUP, INC., a Pennsylvania corporation ("Bayer"), and SOUTHWICK CLOTHING L.L.C., a Massachusetts limited liability company ("Southwick") (Southwick together with Bayer, collectively referred to as the "Debtor"), each having a business location at the address set forth below next to its signature and WELLS FARGO BANK, NATIONAL ASSOCIATION (the "Secured Party"), acting through its Wells Fargo Business Credit operating division, and having a business location at the address set forth below next to its signature.

Recitals

The Debtor and the Secured Party are parties to a Credit and Security Agreement of even date herewith (as the same may hereafter be amended, supplemented or restated from time to time, the "Credit Agreement") setting forth the terms on which the Secured Party may now or hereafter extend credit to or for the account of the Debtor.

As a condition to extending credit to or for the account of the Debtor, the Secured Party has required the execution and delivery of this Agreement by the Debtor.

ACCORDINGLY, in consideration of the mutual covenants contained in the Loan Documents and herein, the parties hereby agree as follows:

1. Definitions. All terms defined in the Recitals hereto or in the Credit Agreement that are not otherwise defined herein shall have the meanings given to them therein. In addition, the following terms have the meanings set forth below:

"Obligations" means each and every debt, liability and obligation of every type and description arising under or in connection with any Loan Document (as defined in the Credit Agreement) which the Debtor may now or at any time hereafter owe to the Secured Party, whether such debt, liability or obligation now exists or is hereafter created or incurred and whether it is or may be direct or indirect, due or to become due, absolute or contingent, primary or secondary, liquidated or unliquidated, independent, joint, several or joint and several, and including specifically, but not limited to, the Obligations as defined in the Credit Agreement.

"Security Interest" has the meaning given in Section 2.

"Trademarks" means all of the Debtor's right, title and interest in and to:
(i) trademarks, service marks, collective membership marks, registrations and applications for registration for each, and the respective goodwill associated with each,
(ii) licenses, fees or royalties with respect to each, (iii) the right to sue for past, present and future infringement, dilution and damages therefor, (iv) and licenses thereunder, all as presently existing or hereafter arising or acquired, including, without limitation, the marks listed on Exhibit A.

[Signature Page for Trademark Security Agreement]

nj-18186418v01

2. Security Interest. The Debtor hereby irrevocably pledges and assigns to, and grants the Secured Party a security interest (the "Security Interest") with power of sale to the extent permitted by law, in the Trademarks to secure payment of the Obligations. As set forth in the Credit Agreement, the Security Interest is coupled with a security interest in substantially all of the personal property of the Debtor. This Agreement grants only the Security Interest herein described, is not intended to and does not affect any present transfer of title of any trademark registration or application and makes no assignment and grants no right to assign or perform any other action with respect to any intent to use trademark application, unless such action is permitted under 15 U.S.C. § 1060.

3. Representations, Warranties and Agreements. The Debtor represents, warrants and agrees as follows:

(a) **Existence; Authority.** Bayer is a corporation and Southwick is a limited liability company, each duly organized, validly existing and in good standing under the laws of its state of formation, and this Agreement has been duly and validly authorized by all necessary action on the part of the Debtor.

(b) **Trademarks.** Exhibit A accurately lists all Trademarks owned or controlled by the Debtor as of the date hereof and accurately reflects the existence and status of Trademarks and all applications and registrations pertaining thereto as of the date hereof; provided, however, that Exhibit A need not list common law marks (i.e., Trademarks for which there are no applications or registrations) which are not material to the Debtor's or any Affiliate's business(es). If after the date hereof, the Debtor owns or controls any Trademarks not listed on Exhibit A (other than common law marks which are not material to the Debtor's or any Affiliate's business(es)), or if Exhibit A ceases to accurately reflect the existence and status of applications and registrations pertaining to the Trademarks, then the Debtor shall promptly provide written notice to the Secured Party with a replacement Exhibit A, which upon acceptance by the Secured Party shall become part of this Agreement.

(c) **Affiliates.** As of the date hereof, no Affiliate owns, controls, or has a right to have assigned to it any items that would, if such item were owned by the Debtor, constitute Trademarks. If after the date hereof any Affiliate owns, controls, or has a right to have assigned to it any such items, then the Debtor shall promptly either: (i) cause such Affiliate to assign all of its rights in such item(s) to the Debtor; or (ii) notify the Secured Party of such item(s) and cause such Affiliate to execute and deliver to the Secured Party a security agreement substantially in the form of this Agreement.

(d) **Title.** The Debtor has absolute title to each Trademark listed on Exhibit A, free and clear of all Liens except Permitted Liens. The Debtor (i) will have, at the time the Debtor acquires any rights in Trademarks hereafter arising, absolute title to each such Trademark free and clear of all Liens except Permitted Liens, and (ii) will keep all Trademarks free and clear of all Liens except Permitted Liens.

(e) **No Sale.** Except as permitted in the Credit Agreement, the Debtor will not assign, transfer, encumber or otherwise dispose of the Trademarks, or any interest therein, without the Secured Party's prior written consent.

(f) **Defense.** The Debtor will at its own expense and using commercially reasonable efforts, protect and defend the Trademarks against all claims or demands of all Persons other than those holding Permitted Liens.

(g) **Maintenance.** The Debtor will at its own expense maintain the Trademarks to the extent reasonably advisable in its business including, but not limited to, filing all applications to obtain trademark registrations and all affidavits, maintenance fees, annuities, and renewals possible with respect to trademark registrations and applications therefor. The Debtor covenants that it will not abandon nor fail to pay any maintenance fee or annuity due and payable on any Trademark, nor fail to file any required affidavit or renewal in support thereof, without first providing the Secured Party: (i) sufficient written notice, of at least 30 days, to allow the Secured Party to timely pay any such maintenance fees or annuities which may become due on any Trademarks, or to file any affidavit or renewal with respect thereto, and (ii) a separate written power of attorney or other authorization to pay such maintenance fees or annuities, or to file such affidavit or renewal, should such be necessary or desirable.

(h) **Secured Party's Right to Take Action.** If the Debtor fails to perform or observe any of its covenants or agreements set forth in this Section 3, and if such failure continues for a period of ten (10) calendar days after the Secured Party gives the Debtor written notice thereof (or, in the case of the agreements contained in subsection (h), immediately upon the occurrence of such failure, without notice or lapse of time), or if the Debtor notifies the Secured Party that it intends to abandon a Trademark, the Secured Party may (but need not) perform or observe such covenant or agreement or take steps to prevent such intended abandonment on behalf and in the name, place and stead of the Debtor (or, at the Secured Party's option, in the Secured Party's own name) and may (but need not) take any and all other actions which the Secured Party may reasonably deem necessary to cure or correct such failure or prevent such intended abandonment.

(i) **Costs and Expenses.** Except to the extent that the effect of such payment would be to render any loan or forbearance of money usurious or otherwise illegal under any applicable law, the Debtor shall pay the Secured Party on demand the amount of all moneys expended and all costs and expenses (including reasonable attorneys' fees and disbursements) incurred by the Secured Party in connection with or as a result of the Secured Party's taking action under subsection (h) or exercising its rights under Section 6, together with interest thereon from the date expended or incurred by the Secured Party at the Default Rate.

(j) **Power of Attorney.** To facilitate the Secured Party's taking action under subsection (h) and exercising its rights under Section 6, the Debtor hereby irrevocably appoints (which appointment is coupled with an interest) the Secured Party, or its delegate, as the attorney-in-fact of the Debtor with the right (but not the duty) from time to time to create, prepare, complete, execute, deliver, endorse or file, in the name and on behalf of the Debtor, any and all instruments, documents, applications, financing statements, and other agreements and writings required to be obtained, executed, delivered or endorsed by the Debtor under this Section 3, or necessary for the Secured Party, after an Event of Default, to enforce or use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to any third party, or to sell, assign, transfer, pledge, encumber or otherwise transfer title in or dispose of the Trademarks to any third party. The Debtor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney granted herein shall terminate upon the termination of the Credit Agreement as provided therein and the payment and performance of all Obligations.

4. **Debtor's Use of the Trademarks.** The Debtor shall be permitted to control and manage the Trademarks, including the right to exclude others from making, using or selling items covered by the Trademarks and any licenses thereunder, in the same manner and with the same effect as if this Agreement had not been entered into, so long as no Event of Default occurs and remains uncured.

5. **Events of Default.** Each of the following occurrences shall constitute an event of default under this Agreement (herein called "Event of Default"): (a) an Event of Default, as defined in the Credit Agreement, shall occur; or (b) the Debtor shall fail promptly to observe or perform any covenant or agreement herein binding on it; or (c) any of the representations or warranties contained in Section 3 shall prove to have been incorrect in any material respect when made.

6. **Remedies.** Upon the occurrence of an Event of Default and at any time thereafter, the Secured Party may, at its option, take any or all of the following actions:

(a) The Secured Party may exercise any or all remedies available under the Credit Agreement.

(b) The Secured Party may sell, assign, transfer, pledge, encumber or otherwise dispose of the Trademarks.

(c) The Secured Party may enforce the Trademarks and any licenses thereunder, and if Secured Party shall commence any suit for such enforcement, the Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all proper documents required by Secured Party in aid of such enforcement.

7. **Miscellaneous.** This Agreement can be waived, modified, amended, terminated or discharged, and the Security Interest can be released, only explicitly in a

writing signed by the Secured Party. A waiver signed by the Secured Party shall be effective only in the specific instance and for the specific purpose given. Mere delay or failure to act shall not preclude the exercise or enforcement of any of the Secured Party's rights or remedies. All rights and remedies of the Secured Party shall be cumulative and may be exercised singularly or concurrently, at the Secured Party's option, and the exercise or enforcement of any one such right or remedy shall neither be a condition to nor bar the exercise or enforcement of any other. All notices to be given to Debtor under this Agreement shall be given in the manner and with the effect provided in the Credit Agreement. The Secured Party shall not be obligated to preserve any rights the Debtor may have against prior parties, to realize on the Trademarks at all or in any particular manner or order, or to apply any cash proceeds of Trademarks in any particular order of application. This Agreement shall be binding upon and inure to the benefit of the Debtor and the Secured Party and their respective participants, successors and assigns and shall take effect when signed by the Debtor and delivered to the Secured Party, and the Debtor waives notice of the Secured Party's acceptance hereof. The Secured Party may execute this Agreement if appropriate for the purpose of filing, but the failure of the Secured Party to execute this Agreement shall not affect or impair the validity or effectiveness of this Agreement. A carbon, photographic or other reproduction of this Agreement or of any financing statement signed by the Debtor shall have the same force and effect as the original for all purposes of a financing statement. This Agreement shall be governed by the internal laws of the State of New York without regard to conflicts of law provisions. If any provision or application of this Agreement is held unlawful or unenforceable in any respect, such illegality or unenforceability shall not affect other provisions or applications which can be given effect and this Agreement shall be construed as if the unlawful or unenforceable provision or application had never been contained herein or prescribed hereby. All representations and warranties contained in this Agreement shall survive the execution, delivery and performance of this Agreement and the creation and payment of the Obligations.

THE PARTIES WAIVE ANY RIGHT TO TRIAL BY JURY IN ANY ACTION OR PROCEEDING BASED ON OR PERTAINING TO THIS AGREEMENT.

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IN WITNESS WHEREOF, the parties have executed this Trademark Security Agreement as of the date written above.

BAYER CLOTHING GROUP, INC.
8912 Clearfield Curwensville Highway
Clearfield, PA 16830

BAYER CLOTHING GROUP, INC.
By [Signature]
Name:
Title: President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 16 day of June, 2006, by ROBERT I. BAYER the PRESIDENT of BAYER CLOTHING GROUP, INC., a Pennsylvania corporation, on behalf of the company.

ELAINE BARRY
Notary Public, State of New York
No. 41-4773280
Qualified in Queens County
Commission Expires August 31, 2006

[Signature]
Notary Public

SOUTHWICK CLOTHING L.L.C.,
50 Island Street
Lawrence, MA 01840-1890

SOUTHWICK CLOTHING LLC
By [Signature]
Name:
Title: President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The foregoing instrument was acknowledged before me this 16 day of June, 2006, by PHILIP P. LOOBY, the PRESIDENT of SOUTHWICK CLOTHING LLC, a Massachusetts limited liability company, on behalf of the company.

[Signature Page for Trademark Security Agreement]

[Signature]
Notary Public

ELAINE BARRY
Notary Public, State of New York
No. 41-4773280
Qualified in Queens County
Commission Expires August 31, 2006

Wells Fargo Bank, National Association,
acting through its Wells Fargo Business Credit
operating division
1600 John F. Kennedy Blvd
Philadelphia, Pa. 19103
Telecopier: (215) 861-9460
Attention: John D. Erwin, Vice President /
Senior Relationship Manager

WELLS FARGO BANK, NATIONAL
ASSOCIATION

By *John D. Erwin*
Name: John D. Erwin
Title: Vice President/Relationship Manager

STATE OF)
)
COUNTY OF)

The foregoing instrument was acknowledged before me this 14 day of June,
2006,, by John D. Erwin, a Vice President of Wells Fargo Bank, National Association, acting
through its Wells Fargo Business Credit operating division, on behalf of the bank.

Lois D. Jones
Notary Public

CA. R O L S E E R A R
N O T A R Y P U B L I C
C O U N T Y O F P H I L A D E L P H I A
C O U N T Y O F P H I L A D E L P H I A
C O U N T Y O F P H I L A D E L P H I A

EXHIBIT A
UNITED STATES ISSUED TRADEMARKS, SERVICE MARKS
AND COLLECTIVE MEMBERSHIP MARKS

REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
John Peel Ltd.	1457525	Renewal Date 9/15/07
Ross and Cromarty	1359317	Renewal Date 9/10/15
Rumples	1367791	Renewed 4/11/05;
American Silhouette	1439285	Renewal Date 10/29/15
Ponte Moda	1483577	Renewal Date 4/20/07
Dillon	1551506	Renewal Date 4/5/08
Via Roma	1544551	Renewal Date 8/8/09
Woodcutter	1619999	Renewal Date 6/20/09
Attrezzi	1728641	Renewal Date 10/30/10
Bayer Clothing Group	2049804	Renewal Date 10/27/12
Austin Leeds	1587905	Renewal Date 4/1/07
Agenda	2204453	Renewal 3/20/10
Align		Renewal 11/17/08
Linen Lites	1875310	Rec'd Notice of Acceptance – Waiting to rec Notice of Use
Berkeley Hall	784063	Renewed 8/4/04;
Bardstown	808532	Renewal Date 1/24/15
Old World	809603	Renewed 8/4/04;
Noble Manor	677368	Renewal Date 1/26/15
Southwick (Canada)	306160	Renewal 5/17/06
Southwick (France)	1193457	Renewal 6/7/06
Southwick (US)	766775	Renewal 4/21/09
Southwick (UK)	2277110	Renewal 8/23/10
Grieco (stylized)	817592	Renewal 1/25/12
Grieco	1508237	Renewed 7/30/04;
Crest (design) [Japan]	1856217	Renewal Date 3/17/14
Scotland Yard Authentic Wear & Design	1513671	Renewal 8/3/11
Paxton Row	1354712	Renewal 10/25/06
Scotland Yard Authentic Wear & Design	1269979	Renewal 10/11/08
		Renewal 4/23/06
		Renewal 11/22/08
		Renewed 6/16/05;
		Renewal Date 2/13/15
		Renewed 4/13/04

Saturday Britches

993984

Renewed 11/10/04;
Renewal Date 9/24/14
Renewal Date 6/29/20
Renewal 9/14/15

Scotland Yard Authentic Wear (Canada)
Scotland Yard Authentic Wear (UK)

TMA-369930
B1357281

APPLICATIONS

None

COLLECTIVE MEMBERSHIP MARKS

None

UNREGISTERED MARKS

None