TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Tommy Hilfiger Licensing LLC		08/14/2006	CORPORATION:

RECEIVING PARTY DATA

Name:	Citicorp Trustee Company Limited
Street Address:	Citigroup Centre, Canada Square
Internal Address:	Canary Wharf
City:	London
State/Country:	UNITED KINGDOM
Postal Code:	E14 5LB
Entity Type:	COMPANY:

PROPERTY NUMBERS Total: 186

Property Type	Number	Word Mark
Registration Number:	2862012	85
Registration Number:	2155641	A DECLARATION OF INDEPENDENCE
Registration Number:	2726134	ATHLETICS
Registration Number:	2164776	COLDSTOP
Registration Number:	2679405	COWBOY EQUIPMENT
Registration Number:	1879005	
Registration Number:	1940821	
Registration Number:	2179671	
Registration Number:	2380070	
Registration Number:	1816430	
Registration Number:	2159029	
Registration Number:	2399636	
Registration Number:	1727740	

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Registration Number:	2063504	
Registration Number:	2352799	
Registration Number:	2030406	
Registration Number:	2672727	
Registration Number:	1460988	
Registration Number:	2663869	
Registration Number:	2003323	FREEDOM
Registration Number:	1942963	
Registration Number:	1752629	
Registration Number:	2878673	H HILFIGER
Registration Number:	2901399	H HILFIGER
Registration Number:	2421506	HILFIGER ATHLETICS
Registration Number:	2348655	HILFIGER ATHLETICS
Registration Number:	2899046	HILFIGER DENIM
Registration Number:	2689689	LAGERFELD
Registration Number:	2760979	
Registration Number:	2775973	
Registration Number:	2412267	
Registration Number:	2697281	TH
Registration Number:	2612455	TH
Registration Number:	2712780	TH
Registration Number:	2431985	THAW
Registration Number:	2594517	THRMO
Registration Number:	2475142	TOMMY
Registration Number:	2387923	TOMMY
Registration Number:	2619392	TOMMY
Registration Number:	2668186	TOMMY BABY
Registration Number:	2025974	TOMMY TOMMY HILFIGER
Registration Number:	2159761	TOMMY GIRL
Registration Number:	2499283	TOMMY GIRL
Registration Number:	2351825	TOMMY HILFIGER
Registration Number:	1833391	TOMMY HILFIGER
Registration Number:	1995802	TOMMY HILFIGER
Registration Number:	2103148	TOMMY HILFIGER
Registration Number:	1978987	TOMMY HILFIGER

Registration Number:	2239844	TOMMY HILFIGER
Registration Number:	1398612	TOMMY HILFIGER
Registration Number:	3019274	TOMMY HILFIGER
Registration Number:	2522274	TOMMY HILFIGER
Registration Number:	2634237	TOMMY HILFIGER
Registration Number:	3015837	TOMMY HILFIGER
Registration Number:	2941277	TOMMY HILFIGER WOMAN
Registration Number:	1173426	TOMMY HILL
Registration Number:	2407566	TOMMY JEANS
Registration Number:	2923577	TOMMY SPORT
Registration Number:	2849852	
Registration Number:	2124016	TOMMY TOMMY HILFIGER
Registration Number:	1990190	TOMMY TRUNKS
Registration Number:	2567913	TOMMY.COM
Registration Number:	2452213	TOMMY.COM
Registration Number:	1994451	
Registration Number:	2147606	A DECLARATION OF INDEPENDENCE
Registration Number:	2461975	AMERICAN TOMMY
Registration Number:	2064162	
Registration Number:	2880751	
Registration Number:	2679406	
Registration Number:	1673527	
Registration Number:	2153151	
Registration Number:	2120621	
Registration Number:	1935702	
Registration Number:	2147883	
Registration Number:	2381662	
Registration Number:	2348651	
Registration Number:	2213511	
Registration Number:	2237862	
Registration Number:	1808520	
Registration Number:	2168652	
Registration Number:	2739594	
Registration Number:	2663494	
Registration Number:	2585547	FREEDOM

Registration Number:	2999678	
Registration Number:	1944265	
Registration Number:	3016750	H
Registration Number:	2901380	H HILFIGER
Registration Number:	2903006	H HILFIGER
Registration Number:	2433317	HILFIGER ATHLETICS
Registration Number:	2390195	HILFIGER ATHLETICS
Registration Number:	2671963	HILFIGER OUTDOORS
Registration Number:	2950859	LAGERFELD GALLERY
Registration Number:	2525730	
Registration Number:	2920298	
Registration Number:	2647036	T
Registration Number:	2563735	TH
Registration Number:	2050013	TH
Registration Number:	2452200	TH20
Registration Number:	2628499	THXTREME
Registration Number:	2610322	THRMO
Registration Number:	1998783	TOMMY
Registration Number:	2389024	TOMMY
Registration Number:	2772857	TOMMY
Registration Number:	2141808	
Registration Number:	2449356	TOMMY GIRL
Registration Number:	2145523	TOMMY GIRL
Registration Number:	2409542	TOMMY GIRL
Registration Number:	2352800	TOMMY HILFIGER
Registration Number:	1738410	TOMMY HILFIGER
Registration Number:	2162940	TOMMY HILFIGER
Registration Number:	2286255	TOMMY HILFIGER
Registration Number:	2275051	TOMMY HILFIGER
Registration Number:	2485457	TOMMY HILFIGER
Registration Number:	2617339	TOMMY HILFIGER
Registration Number:	3019273	TOMMY HILFIGER
Registration Number:	2648299	TOMMY HILFIGER
Registration Number:	2575670	TOMMY HILFIGER
Registration Number:	1940671	TOMMY HILFIGER

Registration Number:	2341325	TOMMYHILFIGER.COM
Registration Number:	1812970	TOMMY JEANS
Registration Number:	2877920	TOMMY JEANS
Registration Number:	2785929	TOMMY SPORT
Registration Number:	2849858	
Registration Number:	1811592	TOMMY TRUNKS
Registration Number:	2242152	TOMMY'S
Registration Number:	2341324	TOMMY.COM
Registration Number:	2392014	TOWNHOUSE
Registration Number:	2173970	WATERSTOP
Serial Number:	76617983	T
Serial Number:	76638819	CLASSICS WITH A TWIST
Serial Number:	76598782	
Serial Number:	78744191	
Serial Number:	76594315	
Serial Number:	76053473	
Serial Number:	76582485	FREEDOM BY TOMMY HILFIGER
Serial Number:	76553110	
Serial Number:	76557126	H HILFIGER
Serial Number:	76557130	H HILFIGER
Serial Number:	76476057	H
Serial Number:	76545165	HILFIGER
Serial Number:	76464590	HILFIGER BLUE LABEL
Serial Number:	76464591	HILFIGER WHITE LABEL
Serial Number:	76420667	
Serial Number:	75735775	
Serial Number:	78636747	PEOPLE'S PLACE
Serial Number:	76374415	SAILING GEAR
Serial Number:	75777418	
Serial Number:	76597603	
Serial Number:	78746056	INSUL SORB
Serial Number:	76330421	TH
Serial Number:	75777417	TOMMY ATHLETICS
Serial Number:	78531780	TOMMY HILFIGER
Serial Number:	75752765	TOMMY.COM

Serial Number:	76599621	TOMMYB2B.COM
Serial Number:	76592931	TOMMYHILFIGER.COM
Serial Number:	76603636	TRUE STAR
Serial Number:	76549482	
Serial Number:	78563846	
Serial Number:	76581687	CREST BY TOMMY HILFIGER
Serial Number:	76420738	
Serial Number:	76053470	
Serial Number:	76053469	
Serial Number:	78632867	FRESH AMERICAN STYLE
Serial Number:	76557125	H HILFIGER
Serial Number:	76557127	H HILFIGER
Serial Number:	76465675	H
Serial Number:	76606901	H
Serial Number:	76578288	HILFIGER ATHLETICS
Serial Number:	76464592	HILFIGER RED LABEL
Serial Number:	78756529	19 TH 85
Serial Number:	78725975	KARL LAGERFELD
Serial Number:	76506232	
Serial Number:	78666388	LONG LASTING WHITES
Serial Number:	76549483	
Serial Number:	75777416	
Serial Number:	76640532	STAY WHITE
Serial Number:	76407082	T GIRL
Serial Number:	76325654	TH
Serial Number:	76618751	TH
Serial Number:	76125596	TOMMY GEAR
Serial Number:	78520904	TOMMY HILFIGER
Serial Number:	75752763	TOMMY.COM
Serial Number:	75734580	TOMMYHILFIGER.COM
Serial Number:	76573174	TRUE STAR
Serial Number:	76578840	
Registration Number:	2805145	LAGERFELD

CORRESPONDENCE DATA

Fax Number:	(650)838-5136

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email:	emily.priest@shearman.com
Correspondent Name:	Kristina Hokenberg
Address Line 1:	Shearman & Sterling LLP
Address Line 2:	Broadgate West, 9 Appold Street
Address Line 4:	London, UNITED KINGDOM EC2A 2AP

ATTORNEY DOCKET NUMBER:	30580-00149

DOMESTIC REPRESENTATIVE

Name:	
Address Line 1:	
Address Line 2:	
Address Line 3:	
Address Line 4:	

NAME OF SUBMITTER:	Kristina Hokenberg
Signature:	/kristina hokenberg/
Date:	08/21/2006

Total Attachments: 6
source=Executed Tommy Hilfiger IP Security Agreement and Schedules#page1.tif
source=Executed Tommy Hilfiger IP Security Agreement and Schedules#page2.tif
source=Executed Tommy Hilfiger IP Security Agreement and Schedules#page3.tif
source=Executed Tommy Hilfiger IP Security Agreement and Schedules#page4.tif
source=Executed Tommy Hilfiger IP Security Agreement and Schedules#page5.tif
source=Executed Tommy Hilfiger IP Security Agreement and Schedules#page6.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**IP Security Agreement**") dated August 14, 2006, is made by the person listed on the signature page hereof (the "**Grantor**") in favor of Citicorp Trustee Company Limited, as Security Trustee (the "**Security Trustee**") for the Secured Parties (as defined in the Security Agreement referred to below).

WHEREAS, Elmira 1 B.V. (the "**Parent**") and certain of its Subsidiaries (including the Grantor) have entered into a Senior Facilities Agreement dated April 27, 2006 and amended and restated on May 9, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Senior Facilities Agreement**") with Citigroup Global Markets Limited, Credit Suisse, London Branch, Fortis Bank (Nederland) N.V. as Arrangers, Citibank International plc as Agent, Citibank International plc and Fortis Bank (Nederland) N.V. as Issuing Banks, the Security Trustee on behalf of the Secured Parties and the Lenders named therein (each as defined therein).

WHEREAS, the Parent and certain of its Subsidiaries (including the Grantor) have entered into a Mezzanine Facility Agreement dated April 28, 2006 and amended and restated on May 9, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Mezzanine Facility Agreement**") with Citigroup Global Markets Limited, Credit Suisse, London Branch, FB Acquisition Finance Holding B.V. as Arrangers, Credit Suisse, London Branch, as Agent, the Security Trustee on behalf of the Secured Parties and the Lenders named therein (each as defined therein).

WHEREAS, the Parent and certain of its Subsidiaries (including the Grantor) have entered into an Intercreditor Agreement dated May 9, 2006 (as amended, amended and restated, supplemented or otherwise modified from time to time) with, among others, Citibank International plc as Senior Facility Agent, Credit Suisse, London Branch, as Mezzanine Facility Agent, the Security Trustee and the Lenders (each as defined therein).

WHEREAS, as a condition precedent to the making of Utilisations by the Lenders under the Senior Facilities Agreement and the Mezzanine Facility Agreement, as applicable, and the entry into Hedging Agreements by the Hedge Counterparties from time to time, the Grantor has executed and delivered that certain Security Agreement dated May 24, 2006 made by the Grantor and others to the Security Trustee (as amended, amended and restated, supplemented or otherwise modified from time to time, the "**Security Agreement**"). Terms defined in the Security Agreement and not otherwise defined herein are used herein as defined in the Security Agreement.

WHEREAS, under the terms of the Security Agreement, the Grantor has granted to the Security Trustee, for the ratable benefit of the Secured Parties, a security interest in, among other property, certain intellectual property of the Grantor, and has agreed as a condition thereof to execute this IP Security Agreement for recording with the U.S. Patent and Trademark Office, the United States Copyright Office and other governmental authorities.

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

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SECTION 1. Grant of Security. The Grantor hereby grants to the Security Trustee for the ratable benefit of the Secured Parties a security interest in all of the Grantor's right, title and interest in and to the following (the "**Collateral**"):

(i) the patents and patent applications set forth in Schedule A hereto (the "**Patents**");

(ii) the trademark and service mark registrations and applications set forth in Schedule B hereto (provided that no security interest shall be granted in United States intent-to-use trademark applications to the extent that, and solely during the period in which, the grant of a security interest therein would impair the validity or enforceability of such intent-to-use trademark applications under applicable federal law), together with the goodwill symbolized thereby (the "**Trademarks**");

(iii) all copyrights, whether registered or unregistered, now owned or hereafter acquired by the Grantor, including, without limitation, the copyright registrations and applications and exclusive copyright licenses set forth in Schedule C hereto (the "**Copyrights**");

(iv) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and reexaminations of any of the foregoing, all rights in the foregoing provided by international treaties or conventions, all rights corresponding thereto throughout the world and all other rights of any kind whatsoever of the Grantor accruing thereunder or pertaining thereto;

(v) any and all claims for damages and injunctive relief for past, present and future infringement, dilution, misappropriation, violation, misuse or breach with respect to any of the foregoing, with the right, but not the obligation, to sue for and collect, or otherwise recover, such damages; and

(vi) any and all proceeds of, collateral for, income, royalties and other payments now or hereafter due and payable with respect to, and supporting obligations relating to, any and all of the Collateral of or arising from any of the foregoing.

SECTION 2. Security for Obligations. The grant of a security interest in the Collateral by the Grantor under this IP Security Agreement secures the payment of the Secured Obligations. Without limiting the generality of the foregoing, this IP Security Agreement secures, as to the Grantor, the payment of all amounts that constitute part of the Secured Obligations and that would be owed by the Grantor to any Secured Party under the Finance Documents but for the fact that such Secured Obligations are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving an Obligor.

SECTION 3. Recordation. The Grantor authorizes and requests that the Register of Copyrights, the Commissioner for Patents and the Commissioner for Trademarks and any other applicable government officer record this IP Security Agreement.

SECTION 4. Execution in Counterparts. This IP Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

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SECTION 5. Grants, Rights and Remedies. This IP Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. The Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Security Trustee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

SECTION 6. Governing Law. This IP Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

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

TOMMY HILFIGER LICENSING LLC

By _____
Name: JOSEPH SCIROCCO
Title: EVP & CFO

Address for Notices:

c/o Tommy Hilfiger U.S.A., Inc.
601 West 26th Street
New York, NY 10001

TRADEMARK
REEL: 003373 FRAME: 0651

Schedule A

Patents

There are no patents.

Schedule B

Trademarks

Registration Numbers			
2862012	2155641	2726134	2164776
2679405	1879005	1940821	2179671
2380070	1816430	2159029	2399636
1727740	2063504	2352799	2030406
2672727	1460988	2663869	2003323
1942963	1752629	2878673	2901399
2421506	2348655	2899046	2689689
2760979	2775973	2412267	2697281
2612455	2712780	2431985	2594517
2475142	2387923	2619392	2668186
2025974	2159761	2499283	2351825
1833391	1995802	2103148	1978987
2239844	1398612	3019274	2522274
2634237	3015837	2941277	1173426
2407566	2923577	2849852	2124016
1990190	2567913	2452213	1994451
2147606	2461975	2064162	2880751
2679406	1673527	2153151	2120621
1935702	2147883	2381662	2348651
2213511	2237862	1808520	2168652
2739594	2663494	2585547	2999678
1944265	3016750	2901380	2903006
2433317	2390195	2671963	2950859
2525730	2920298	2647036	2563735
2050013	2452200	2628499	2610322
1998783	2389024	2772857	2141808
2449356	2145523	2409542	2352800
1738410	2162940	2286255	2275051
2485457	2617339	3019273	2648299
2575670	1940671	2341325	1812970
2877920	2785929	2849858	1811592
2242152	2341324	2392014	2173970
2805145			

Application Numbers			
76617983	76638819	76598782	78744191
76594315	76053473	76582485	76553110
76557126	76557130	76476057	76545165
76464590	76464591	76420667	75777418
75735775	78636747	76374415	75777417
76597603	78746056	76330421	76592931
78531780	75752765	76599621	76581687
76603636	76549482	78563846	78632867
76420738	76053470	76053469	76606901
76557125	76557127	76465675	78725975
76578288	76464592	78756529	75777416
76506232	78666388	76549483	76618751
76640532	76407082	76325654	75734580
76125596	78520904	75752763	76578840
76573174			

Schedule C

Copyrights

There are no copyrights.