

Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

Gitano Licensing, Ltd.

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

Citizenship (see guidelines) New York

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) 07/03/1990

- Assignment
- Security Agreement
- Other Corrective recordation to delete 74733173, recorded at 0730/0504
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

United States Trust Company
Name: of New York, as Security Trustee

Internal Attn: Corporate Trust Department
Address: _____

Street Address: 114 West 47th St., 15th Fl.

City: New York

State: New York

Country: USA Zip: 10018

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other _____
- Citizenship _____
- Citizenship _____
- Citizenship New York
- Citizenship New York

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)

4. Application number(s) or registration number(s) and Identification or description of the Trademark.

A. Trademark Application No.(s)
73733173

B. Trademark Registration No.(s)
N/A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

Miscellaneous Design

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

Name: Stanton J. Lovenworth, Esq.

Internal Address: Dewey Ballantine LLP

Street Address: 1301 Avenue of Americas

City: New York

State: New York Zip: 10019

Phone Number: 212-259-6420

Fax Number: 212-259-6333

Email Address: slovenworth@dbllp.com

6. Total number of applications and registrations involved:

1

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$40.00

- 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 04-0952

Authorized User Name Stanton J. Lovenworth

9. Signature:

Stanton J. Lovenworth
Signature

1/25/07
Date

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 30

Documents to be recorded (including cover sheet) should be faxed to (671) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22304-1450

CH \$40.00 040952 73733173

Handwritten initials and scribbles at the top right of the page.



DEWEY, BALLANTINE, BUSHBY, PALMER & WOOD
140 BROADWAY
NEW YORK 10005

NEW YORK OFFICE, N.Y.
WASHINGTON OFFICE
TELEPHONE: (212) 820-1100
TELETYPE: (212) 820-1093
FAX: (212) 820-1093

101 PARK AVENUE, NEW YORK 10178

TELEPHONE: (212) 820-1100 TELETYPE: (212) 820-1403
FAX: (212) 820-1093
CABLE ALL OFFICES: DEWBALW

WRITERS DIRECT DIAL NUMBER
(212) 820-1756

1155 SOUTH HOPE STREET
LOS ANGELES, CALIFORNIA 90007
TELEPHONE: (213) 556-2300
TELETYPE: (213) 556-2300
FAX: (213) 556-2300

July 26, 1990

BY HAND

Commissioner of Patents and Trademarks
U.S. Patent and Trademark Office
Building 1010, 5th Floor, Room C-22
Jefferson Davis Highway
Crystal Plaza Two
Arlington, Virginia 22202

Attention: Assignment Division

Ladies and Gentlemen:

Enclosed is an Amended and Restated Trademark Collateral Assignment and Security Agreement between Citicorp Licensing, Inc. and United States Trust Company of New York (the "Agreement"). Please file this Agreement with respect to the 43 Registered Trademarks and the 60 Pending Trademarks listed in Schedule A attached to the Agreement.

Enclosed is a check in the amount of \$3,405.00 in payment of the required filing fee (103 filings at \$33.00 per filing). Please acknowledge receipt of the enclosed document and check by receipt stamping the photocopy of this letter and returning it to the messenger delivering this letter to you.

Please send the proof of filing to my attention at the address appearing above.

Thank you for your assistance in this matter.

Very truly yours,

Patricia Ann Francis

100 TL 08/03/90 BITAND LICENBIN

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\$3,405.00 CK

RECEIVED
30 AUG - 6 AM '90
ASSIGNMENT DIVISION

TRADE MARK
JUL 26 1990

[Execution Copy]

**AMENDED AND RESTATED TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT**

This AMENDED AND RESTATED TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Agreement") is made as of the 3rd day of July, 1990 between GITANO LICENSING LTD., a Delaware corporation having a mailing address at 1411 Broadway, New York, New York 10018 ("Assignor") and UNITED STATES TRUST COMPANY OF NEW YORK, a New York corporation, solely in its capacity as trustee (the "Security Trustee") appointed pursuant to the Collateral Trust Indenture (as hereinafter defined), amending and restating the Trademark Collateral Assignment and Security Agreement made as of the 20th day of September, 1989 between Assignor and the Security Trustee (the "Original Trademark Agreement"). To the extent this Agreement amends the Original Trademark Agreement, the Original Trademark Agreement is amended, and to the extent this Agreement restates the Original Trademark Agreement, the Original Trademark Agreement is restated.

PRELIMINARY STATEMENTS. 1. This Agreement is being executed in connection with (i) an Amended and Restated Credit Agreement dated as of July 3, 1990 (as further amended or supplemented from time to time, the "Credit Agreement") among The Gitano Group, Inc. (the "Company"), the Guarantors signatory thereto, the Banks signatory thereto (the "Banks") and The Chase Manhattan Bank, N.A. ("Chase") as agent for the Banks (the "Agent"), amending and restating the Credit Agreement dated as of September 20, 1989 among the Company, the Guarantors signatory thereto, the Banks signatory thereto and Chase, as agent for the Banks signatory thereto, as amended prior to the date hereof (the "Original Credit Agreement"), and pursuant to which Assignor, as a Guarantor signatory thereto, has issued its guaranty in favor of the Banks guarantying all of the obligations of the Company and the Restricted Subsidiaries (as defined in the Credit Agreement) to the Banks, and (ii) a Guaranty Agreement dated as of September 20, 1989 pursuant to which Assignor has issued its guaranty in favor of the holders, from time to time, of the 9 3/4% Senior Secured Notes due September 26, 1996 (as amended prior to the date hereof and as further amended or supplemented from time to time, the "Long Term Notes") of the Company (the guaranty in favor of the Banks and the guaranty in favor of the holders, from time to time, of Long

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Term Notes are hereinafter referred to collectively as the "Guaranties").

2. This Agreement is being executed in connection with a Collateral Trust Indenture dated as of September 20, 1989 (as amended through the date hereof and as further amended or supplemented from time to time, the "Collateral Trust Indenture") among the Company, the Guarantors signatory thereto and the Security Trustee, pursuant to which Assignor, as a Guarantor signatory thereto, has granted to the Security Trustee, for the benefit of the Banks and the holders, from time to time, of Long Term Notes, as security for Assignor's obligations under the Guaranties, a lien on and security interest in machinery, equipment formulations, manufacturing procedures, quality control procedures and product specifications ("Other Assets") relating to products sold under the Trademarks (as hereinafter defined) whereby the Security Trustee shall have the right to foreclose on the Trademarks and Other Assets in the event of the occurrence and continuance of any default or non-compliance under this Agreement or any Event of Default under and as defined in either the Credit Agreement or the Long Term Notes (each such default, non-compliance or Event of Default being hereinafter referred to as an "Event of Default"), in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW THEREFORE, in consideration of the premises, Assignor hereby agrees with the Security Trustee as follows:

Section 1. Grant of Security. To secure the obligations under the Guaranties from Assignor of the payment of all Secured Obligations (as defined in the Collateral Trust Indenture), Assignor hereby grants, assigns and conveys to the Security Trustee and its successors and assigns, solely as security trustee for the Banks and the holders, from time to time, of the Long Term Notes, all of Assignor's right, title and interest in and to trademark applications and trademarks, whether now or hereafter existing or acquired, including without limitation those listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world and all proceeds of any and all of the foregoing (all of the foregoing are collectively called the "Trademarks"), and the goodwill of the business to which each of the Trademarks relates.

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Section 2. Representations and Warranties and Covenants. Assignor represents and warrants and covenants that:

- (a) the Trademarks are subsisting and have not been adjudged invalid or unenforceable;
- (b) to the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;
- (c) no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;
- (d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons except for licenses heretofore granted;
- (e) Assignor has the unqualified right to enter into this Agreement and perform its terms;
- (f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks; and
- (g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

Section 3. Inspection. Assignor hereby grants to the Security Trustee, the Agent, each Bank and each holder of Long Term Notes, and the employees and agents of any of the foregoing, the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at all reasonable times. Assignor shall do any and all acts required by the Agent, any Bank or any holder of Long Term Notes to ensure Assignor's compliance with sections 2(f) and 2(g).

Section 4. No Other Assignments. Assignor agrees that, until all of the secured obligations (as defined in the Collateral Trust Indenture) shall have been satisfied in full (after September 26, 1996), it will not enter into any

agreement which is inconsistent with Assignor's obligation under this Agreement, without the prior written consent of each of the Agent, the Banks and the holders of Long Term Notes then Outstanding (as defined in the Collateral Trust Indenture); provided that Assignor may enter into sublicense agreements with respect to the Trademarks if such sublicense agreements do not grant such broad rights in any Trademark so as to be tantamount to a sale or abandonment of such Trademark or in any other way diminish the rights or value of such Trademark.

Section 5. New Trademarks. If, before the Secured Obligations (as defined in the Collateral Trust Indenture) shall have been satisfied in full (after September 26, 1996), Assignor shall obtain rights to any new trademarks, the provisions of Section 1 shall automatically apply thereto and at the request of the Agent, any Bank or any holder of Long Term Notes then outstanding, Assignor shall promptly execute and deliver to the Security Trustee any additional trademark collateral assignment and security agreements substantially in the form of this Agreement, with respect to such new trademark rights.

Section 6. Modifications of Schedule A. Assignor authorizes the Security Trustee to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by Sections 1 and 5 hereof.

Section 7. Assignor's Rights. Unless and until there shall have occurred and be continuing an Event of Default and the Banks and the holders of Long Term Notes shall have elected to exercise any of their rights and remedies hereunder or under the Collateral Trust Indenture, the Banks and the holders, from time to time, of Long Term Notes hereby grant to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other except that Assignor may grant sublicenses, to the extent permitted by Section 4, under the license granted to Assignor in this Section 7.

Section 8. Security Trustee's Rights and Remedies. If any Event of Default shall have occurred and be continuing and the Banks and the holders of Long Term Notes shall have elected to exercise any of their rights and remedies hereunder or under the Collateral Trust Indenture, Assignor's license under the Trademarks, as set forth in Section 7, shall terminate forthwith. Assignor acknowledges and confirms that the rights and remedies of the Security Trustee with respect to the Trademarks and the goodwill of the business to which each of the Trademarks relates, are set forth herein and in the Collateral Trust Indenture, and

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that all rights and remedies set forth in the Collateral Trust Indenture are incorporated herein by reference including, without limitation, the protections, limitation on liabilities and indemnifications afforded the Security Trustee therein. All of the Security Trustee's rights and remedies with respect to the Trademarks and the goodwill to which each of the Trademarks relates, whether established hereby or by the Collateral Trust Indenture, shall be cumulative and may be exercised singularly or concurrently.

Section 9. Termination. At such time as all of the Secured Obligations (as defined in the Collateral Trust Indenture) shall be satisfied in full (after September 26, 1996), this Agreement shall terminate and the Security Trustee shall, at the written direction of the Agent, the Banks and the holders of the Long Term Notes then outstanding, execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by the Security Trustee pursuant to the Collateral Trust Indenture.

Section 10. Assignor's Duties. Assignor shall have the duty to do any and all acts which Assignor shall reasonably determine are necessary or desirable to preserve and maintain all rights in the Trademarks including, without limitation, as Assignor deems appropriate, to commence actions and procedures for trademark infringement or unfair competition or to enforce rights under sublicense agreements. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon or take or fail to take any action which may jeopardize any Trademark or any application or registration therefor without the prior written consent of each of the Agent, the Banks and the holders of Long Term Notes, which consent shall not be unreasonably withheld.

Section 11. Suits to Protect Trademarks. Assignor shall have the right at its expense, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event the Security Trustee, solely as security trustee for the Banks and holders, from time to time of Long Term Notes, may, if necessary, be joined as a nominal party to such suit if the Security Trustee shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify the Security Trustee for all damages, costs and expenses, including attorneys' fees, incurred by the Security Trustee in the fulfillment of the provisions of this Section 11.

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Section 12. Attorney-in-Fact. Assignor hereby authorizes and empowers the Security Trustee to, in the event of the occurrence of an Event of Default, make, constitute and appoint any officer or agent of the Security Trustee as the Security Trustee may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary, for the Security Trustee, the Agent, the Banks or the holders of the Long Term Notes to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for the Security Trustee to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks and the attendant goodwill to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

Section 13. Security Trustee May Act. If Assignor fails to comply with any of its obligations hereunder, the Security Trustee may do so in Assignor's name or in the Security Trustee's name, but at Assignor's expense, and Assignor hereby agrees to reimburse the Security Trustee in full for all expenses, including reasonable attorneys' fees, incurred by the Security Trustee in protecting, defending and maintaining the Trademarks.

Section 14. No Waiver. No course of dealing between Assignor and the Security Trustee or between the Assignor and the Agent, any Bank or any holder of Long Term Notes, nor any failure to exercise, nor any delay in exercising, on the part of the Security Trustee, any right, power or privilege hereunder or under the collateral trust indenture shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

Section 15. Severability of Provisions. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

Section 16. Modification, Amendments. This Agreement is subject to modification only by a writing signed by the parties, except as provided in Section 6.

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Section 17. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties; provided, however, that except as specifically provided herein, Assignor may not assign any of its rights, duties or obligations hereunder.

Section 18. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

Section 19. Counterparts. This Agreement may be executed and delivered in any number of counterparts, each of such counterparts constituting an original but all together only one Agreement; provided, however, that this Trademark Collateral Assignment and Security Agreement shall not be deemed to be delivered until at least one counterpart shall have been executed by Assignor and the Security Trustee and accepted by the Banks and such holder of Long Term Notes which is a signatory hereto.

Section 20. Notices. All notices and other communications provided for under this Agreement shall be in writing and mailed or delivered to the Assignor, at its address on the signature page of this Agreement, and to the Security Trustee, at its address on the signature page of this Agreement.

[This space intentionally left blank]

WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST-CORPORATE SEAL

Margaret A. McLeod

ASSIGNOR:
GITANO LICENSING, LTD.

By: *Steven M. Gerber*
Name: Steven M. Gerber
Title: Secretary

Address for Notices:

Gitano Licensing, Ltd.
c/o The Gitano Group, Inc.
1413 Broadway
New York, New York 10018
Attention: Morris Dush

with a copy to:

Steven M. Gerber, Esq.
General Counsel and Secretary
The Gitano Group, Inc.
1370 Broadway, 17th Floor
New York, New York 10018

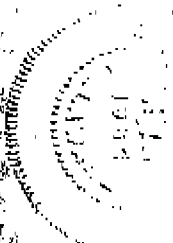
ASSIGNEE:
UNITED STATES TRUST COMPANY OF
NEW YORK, as Secretary and Trustee

Address for Notices:

United States Trust Company
of New York
111 West 17th Street, 15th Floor
New York, New York 10011
Attention: Corporate Trust
Department

By: *Louis P. Young*
Name: LOUIS P. YOUNG
Title: ASSISTANT VICE PRESIDENT

FRANK MARR
111 WEST 17TH STREET
NEW YORK, NY 10011



AGREED AND CONSENTED TO:

METROPOLITAN LIFE INSURANCE COMPANY

By: Charles E. Sykes
Name: Charles E. Sykes
Title: Asst. V.P.

CONNECTICUT GENERAL LIFE INSURANCE COMPANY

By CIGNA Investments, Inc.

By: _____
Name: _____
Title: _____

CONNECTICUT GENERAL LIFE INSURANCE COMPANY, on behalf of one or more separate accounts

By CIGNA Investments, Inc.

By: _____
Name: _____
Title: _____

SANDS & CO.

By: _____
Name: _____
Title: _____

THE OHIO NATIONAL LIFE INSURANCE COMPANY

By: _____
Name: _____
Title: _____

JUL 3 '98 10:24

07/03/1990 09:12 DEWEY BALLANTINE 140 BURY

212 620 1305 P.18

AGREED AND CONSENTED TO:

METROPOLITAN LIFE INSURANCE COMPANY

By: _____
Name:
Title:

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By CIGNA Investments, Inc.

By: Mary S. Law
Name: MARY S. LAW
Title: VICE PRESIDENT

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY on behalf
of one or more separate accounts

By CIGNA Investments, Inc.

By: Mary S. Law
Name: MARY S. LAW
Title: VICE PRESIDENT

SANDE & CO.

By: _____
Name:
Title:

THE ONTO NATIONAL LIFE
INSURANCE COMPANY

By: _____
Name:
Title:

ORIGINAL FILED IN 014-0700-11801

00356005

07/03/1990 09-12 DEWEY BALLANTINE LLP 212 229 1335 JR 1B

AGREED AND CONSENTED TO:

METROPOLITAN LIFE INSURANCE COMPANY

By: _____
NAME:
TITLE:

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By CIGNA Investments, Inc.

By: _____
NAME:
TITLE:

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY on behalf
of one of its separate accounts

By CIGNA Investments, Inc.

By: _____
NAME:
TITLE:

ZANDE & CO. *[Signature]* A PARTNERSHIP

By: _____
NAME:
TITLE:

THE OHIO NATIONAL LIFE
INSURANCE COMPANY

By: _____
NAME:
TITLE:

RECEIVED
CIGNA INVESTMENTS

20355005

07/23/1998 09:12 DEWEY BALLANTINE LLP 212 520 1395 P.10

AGREED AND CONSENTED TO:

METROPOLITAN LIFE INSURANCE COMPANY

By: _____
Name:
Title:

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY

By CIGNA Investments, Inc.

By: _____
Name:
Title:

CONNECTICUT GENERAL LIFE
INSURANCE COMPANY on behalf
of one or more separate accounts


By CIGNA Investments, Inc.

By: _____
Name:
Title:

ZANDE & CO.

By: _____
Name:
Title:

THE OHIO NATIONAL LIFE
INSURANCE COMPANY

By: 
Name: Michael A. Bowdler
Title: Vice President, Fixed Income Securities

FILED
JAN 23 1998
FBI - NEW YORK

SOUTHERN FARM BUREAU LIFE
INSURANCE COMPANY

By: Walter J. Olson, III
Name: Walter J. Olson, III
Title: Portfolio Manager

PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK, N.A.

By: _____
Name: Miriam Eisenbaum
Title: Vice President

MANUFACTURERS HANOVER TRUST COMPANY

By: _____
Name: Terry S. Schwartz
Title: Assistant Vice President

CITIBANK, N.A.

By: _____
Name: Carolyn A. Kee
Title: Vice President

07/03/1990 09:12 DEWEY BALLANTINE LLP 07/03/1990 09:12

**SOUTHERN FARM BUREAU ANNUITY
INSURANCE COMPANY**

By: _____
Name:
Title:

**PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY**

By: James K. Hovv
Name: James K. Hovv
Title: Assistant Director - Securities Investment

By: Frederick A. Bell
Name: Frederick A. Bell
Title: Director - Securities Investment

**THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK**

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK, N.A.

By: _____
Name: Milton Rosenberg
Title: Vice President

MANUFACTURERS HANOVER TRUST COMPANY

By: _____
Name: Gary S. Schwartz
Title: Assistant Vice President

CITIBANK, N.A.

By: _____
Name: Carolyn A. Kee
Title: Vice President

THE CHASE MANHATTAN BANK

20356E08

**SOUTHERN FARM BUREAU ANNUITY
INSURANCE COMPANY**

By: _____
Name: _____
Title: _____

**PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY**

By: _____
Name: _____
Title: _____

By: _____
Name: _____
Title: _____

**THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK**

By: *Emilia Schwane*
Name: Emilia Schwane
Title: Managing Director

THE CHASE MANHATTAN BANK, N.A.

By: _____
Name: Miriam Tannenbaum
Title: Vice President

MANUFACTURERS HANOVER TRUST COMPANY

By: _____
Name: Terry S. Schwartz
Title: Assistant Vice President

CITIBANK, N.A.

By: _____
Name: Carolyn A. Lee
Title: Vice President

11-07-00 11:51:19
EMILIA SCHWANE

SOUTHERN FARM BUREAU ANNUITY
INSURANCE COMPANY

By: _____
Name:
Title:

PRINCIPAL MUTUAL LIFE INSURANCE
COMPANY

By: _____
Name:
Title:

By: _____
Name:
Title:

THE MUTUAL LIFE INSURANCE COMPANY
OF NEW YORK

By: _____
Name:
Title:

THE CHASE MANHATTAN BANK, N.A.

By: [Signature]
Name: Miriam Tannenbaum
Title: Vice President

MANUFACTURERS HANOVER TRUST COMPANY

By: [Signature]
Name: Terry S. Schwartz
Title: Assistant Vice President
TS

CITIBANK, N.A.

By: [Signature]
Name: Carolyn A. Koo
Title: Vice President

TRADE MARK
REGISTERED

CHEMICAL BANK

By: [Signature]
Name: Karen Jolley
Title: Vice President

THE BANK OF TOKYO TRUST COMPANY

By: [Signature]
Name: John Koontzberg
Title: Vice President

NATIONAL WESTMINSTER BANK USA

By: [Signature]
Name: Anthony Santoro
Title: Vice President

THE BANK OF NEW YORK
(Formerly LEVING Trust Company)

By: [Signature]
Name: [Illegible]
Title: Vice President

CERTIFICATE OF ACKNOWLEDGEMENT

STATE OF NEW YORK :
: ss
COUNTY OF NEW YORK:

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 21st day of July, 1990, personally appeared Steven M. Garber to me known personally, and who, being by me duly sworn, deposes and says that he is the Secretary of GUDANO LICENSING, LTD., and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said Steven M. Garber acknowledged said instrument to be the free act and deed of said corporation.

Deborah A. Ballou

Notary Public
My commission expires

DEBORAH A. BALLOU
150 WEST 32ND STREET
NEW YORK, NY 10001
COMM. EXPIRES APRIL 15, 1991

RECORDED
INDEXED
JUL 25 1990
10:00 AM
100000

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SCHEDULE A

GITANO LICENSING, LTD.REGISTERED TRADEMARKS:

- | | | |
|-----|--------------------|----------------------|
| 1. | Trademark: | AGED DENIM |
| | Registration No.: | 1,509,243 |
| | Registration Date: | 10/18/88 |
| 2. | Trademark: | AMERICAN FREEDOM |
| | Registration No.: | 1,509,196 |
| | Registration Date: | 10/18/88 |
| 3. | Trademark: | AMNESIA |
| | Registration No.: | 1,537,139 |
| | Registration Date: | 05/02/89 |
| 4. | Trademark: | BANANA BLEU |
| | Registration No.: | 1,532,106 |
| | Registration Date: | 03/28/88 |
| 5. | Trademark: | BEHIND THE SEAMS |
| | Registration No.: | 1,500,506 |
| | Registration Date: | 08/16/88 |
| 6. | Trademark: | CHOICES BY GITANO |
| | Registration No.: | 1,542,671 |
| | Registration Date: | 06/13/89 |
| 7. | Trademark: | COLLECT CALL |
| | Registration No.: | 1,555,875 |
| | Registration Date: | 02/21/89 |
| 8. | Trademark: | COLORFITS |
| | Registration No.: | 1,400,590 |
| | Registration Date: | 09/23/85 |
| 9. | Trademark: | Deck Shoe and Design |
| | Registration No.: | 1,489,428 |
| | Registration Date: | 05/24/88 |
| 10. | Trademark: | Design of Squares |
| | Registration No.: | 1,542,100 |
| | Registration Date: | 05/30/89 |
| 11. | Trademark: | EJ GITANO and Design |
| | Registration No.: | 1,545,318 |
| | Registration Date: | 07/04/89 |

TRADE MARK

REGISTERED

12. Trademark: EJ GITANO CLUB
 Registration No.: 1,540,609
 Registration Date: 05/23/89
13. Trademark: EMPORIO GITANO
 Registration No.: 1,543,670
 Registration Date: 06/13/89
14. Trademark: EVA JOIA CLUB
 Registration No.: 1,430,324
 Registration Date: 02/24/87
15. Trademark: FRANKIE & JOHNNY
 Registration No.: 1,532,107
 Registration Date: 03/28/89
16. Trademark: G Design
 Registration No.: 1,536,470
 Registration Date: 04/25/89
17. Trademark: GITANO
 Registration No.: 1,533,251
 Registration Date: 04/04/89
18. Trademark: GITANO
 Registration No.: 1,419,681
 Registration Date: 06/05/79
19. Trademark: GITANO
 Registration No.: BU Bars Design
 Registration Date: 10/10/87
20. Trademark: GITANO Bars design
 Registration No.: 1,431,950
 Registration Date: 03/10/87
21. Trademark: GITANO Bars design
 Registration No.: 1,453,287
 Registration Date: 08/18/87
22. Trademark: GITANO Bars design
 Registration No.: 1,460,809
 Registration Date: 10/13/87
23. Trademark: GITANO Dotted
 Registration No.: Oval design
 Registration Date: 1,203,562
 08/03/82

TRADEMARKS

REEL 003470 FRAME 0762

24. Trademark: GITANO FOR MEN
 Registration No.: 1,312,609
 Registration Date: 11/15/88
25. Trademark: GITANO MA MATERNITY
 APPAREL
 Registration No.: 1,354,389
 Registration Date: 08/25/87
26. Trademark: GITANO SPORT
 Registration No.: 1,511,720
 Registration Date: 11/08/88
27. Trademark: Grid design
 Registration No.: 1,406,821
 Registration Date: 08/26/85
28. Trademark: INNER VIEW
 Registration No.: 1,467,477
 Registration Date: 12/01/87
29. Trademark: THE JOY OF
 GETTING MORE
 Registration No.: 1,271,916
 Registration Date: 03/27/84
30. Trademark: KEY-LINE
 Registration No.: 1,548,364
 Registration Date: 7/18/89
31. Trademark: LINEA GITANO
 Registration No.: 1,312,610
 Registration Date: 11/15/88
32. Trademark: MAIN SQUEEZE
 Registration No.: 1,528,392
 Registration Date: 3/07/89
33. Trademark: MICHAEL MARK
 Registration No.: 1,525,850
 Registration Date: 02/20/89
34. Trademark: P.S. Hair Design
 Registration No.: 1,533,205
 Registration Date: 04/04/89
35. Trademark: P.S. and Design
 Registration No.: 1,362,065
 Registration Date: 09/24/85

36. Trademark: PS Design
 Registration No.: 1,182,266
 Registration Date: 12/15/81
37. Trademark: P.S. GITANO
 in heart design
 Registration No.: 1,385,286
 Registration Date: 03/04/85
38. Trademark: REAL PEOPLE
 Registration No.: 1,548,672
 Registration Date: 06/13/89
39. Trademark: RIVISTA
 Registration No.: 1,514,533
 Registration Date: 11/29/88
40. Trademark: ROCK & ROLL WASH
 Registration No.: 1,519,515
 Registration Date: 01/10/89
41. Trademark: SUN KISS GITANO
 Registration No.: 1,428,356
 Registration Date: 02/27/87
42. Trademark: TECHNIA SPORT
 Registration No.: 1,512,612
 Registration Date: 11/15/88
43. Trademark: TECHNIA SPORT
 Design
 Registration No.: 1,512,611
 Registration Date: 11/15/88

REGISTERED
 TRADE MARK

PENDING TRADEMARKS:

1. Trademark: A DEFINITE POINT
IN TIME
Application No.: 777,006
Date: 01/27/89
2. Trademark: AGED DENIM
Application No.: 712,013
Date: 02/19/88
3. Trademark: BASIC JEAN
Application No.: 752,913
Date: 09/19/88
4. Trademark: BASIC TEE
Application No.: 750,948
Date: 09/09/88
5. Trademark: Bar Design
Application No.: 793,173
Date: 06/08/88
6. Trademark: Bar Design
Application No.: 685,312
Date: 09/21/87
7. Trademark: BOURABOURA
Application No.: 776,486
Date: 01/19/89
8. Trademark: CHOICES BY GITANO
Application No.: 720,838
Date: 12/09/88
9. Trademark: GJ-RIP
Application No.: 707,886
Date: 03/20/89
10. Trademark: EG Crest Design
Application No.: 783,906
Date: 03/01/89
11. Trademark: E J FRIENDS
Application No.: 787,882
Date: 3/20/89

12. Trademark: EJ GITANO
Application No.: 776,583
Date: 01/19/89
13. Trademark: EJ GITANO
Application No.: 787,885
Date: 03/20/89
14. Trademark: EJ GITANO CLUB
Application No.: 760,355
Date: 10/28/88
15. Trademark: EVERBLUE
Application No.: 723,559
Date: 04/20/88
16. Trademark: FASHION ALLIANCE
Application No.: 770,872
Date: 01/05/89
17. Trademark: FASHION ALLIANCE
Application No.: 760,349
Date: 10/28/88
18. Trademark: GIOVANNI LUNA
Application No.: 789,508
Date: 03/03/89
19. Trademark: GIRL STYLE (EJ)
Application No.: 729,414
Date: 05/09/88
20. Trademark: GITANO
Application No.: 732,172
Date: 06/08/88
21. Trademark: FREEWAY GITANO
DENIMS
Application No.: 776,487
Date: 01/19/89
22. Trademark: GITANO KIDS
Application No.: 787,880
Date: 03/20/89
23. Trademark: GITANO LIMITED
COLLECTION
Application No.: 712,269
Date: 02/19/88

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|-----|---|--|
| 24. | Trademark:
Application No.:
Date: | IN BASIC JEAN
752,915
09/19/88 |
| 25. | Trademark:
Application No.:
Date: | IN BASICS
727,403
05/09/88 |
| 26. | Trademark:
Application No.:
Date: | IN FRIENDS
776,488
01/17/89 |
| 27. | Trademark:
Application No.:
Date: | IN JEANS
770,446
12/19/88 |
| 28. | Trademark:
Application No.:
Date: | IN JEANS
770,447
12/19/88 |
| 29. | Trademark:
Application No.:
Date: | IN JEANS
770,897
12/19/88 |
| 30. | Trademark:
Application No.:
Date: | IN JEANS
770,891
12/19/88 |
| 31. | Trademark:
Application No.:
Date: | INTERNATIONAL
BASICS
750,949
09/09/88 |
| 32. | Trademark:
Application No.:
Date: | INTERNATIONAL
FASHION ALLIANCE
779,247
01/27/89 |
| 33. | Trademark:
Application No.:
Date: | INTERNATIONAL
FASHION ALLIANCE
777,003
01/27/89 |
| 34. | Trademark:
Application No.:
Date: | INTERNATIONAL JEANS
782,741
2/21/89 |
| 35. | Trademark:
Application No.:
Date: | IT'S ABOUT TIME
789,193
07/11/88 |

TRADE MARK

REEL 003470 FRAME 0767

36.	Trademark: Application No.: Date:	KEY-LINE 729,409 05/05/88
37.	Trademark: Application No.: Date:	LINEA 776,485 01/19/89
38.	Trademark: Application No.: Date:	LINEA 730,077 05/23/88
39.	Trademark: Application No.: Date:	LINEA CULTURE 770,462 12/19/88
40.	Trademark: Application No.: Date:	MOMENTO 777,169 01/27/89
41.	Trademark: Application No.: Date:	MOMENTO 777,008 01/27/89
42.	Trademark: Application No.: Date:	MOMENTO 783,907 03/01/89
43.	Trademark: Application No.: Date:	MOMENTO 777,009 01/27/89
44.	Trademark: Application No.: Date:	MOMENTO A DEFINITE POINT IN TIME AND PLACE 777,007 01/27/89
45.	Trademark: Application No.: Date:	MOMENTO A DEFINITE POINT IN TIME AND PLACE INTERNATIONAL FASHION ALLIANCE 777,008 01/27/89

46. Trademark: MORE THAN THE
FREEDOM OF CHOICE....
THE FREEDOM OF
CHOICES!
Application No.: 776,711
Date: 01/25/89
47. Trademark: PLATINUM ROCK & ROLL
WASH
Application No.: 723,586
Date: 04/20/88
48. Trademark: P.S. in Heart
Application No.: 676,430
Date: 08/03/87
49. Trademark: P.S. PROPORTIONATELY
SIZED in Heart
Application No.: 676,431
Date: 08/03/87
50. Trademark: STUDIO GITANO
Application No.: 776,482
Date: 01/19/89
51. Trademark: TECHNIA HEARTS
Application No.: 787,888
Date: 03/20/89
52. Trademark: THE BASIC BRIEF
Application No.: 752,914
Date: 09/19/88
53. Trademark: THE BASIC HI-CUT
Application No.: 752,901
Date: 09/19/88
54. Trademark: THE BASIC PANTY
Application No.: 752,917
Date: 09/19/88
55. Trademark: THE BASIC SOCK
Application No.: 752,911
Date: 09/19/88
56. Trademark: THE BASIC STRING
Application No.: 752,912
Date: 09/19/88

- 57. Trademark: THE BASICS
Application No.: 750,950
Date: 09/09/88
- 58. Trademark: THE SIGNATURE JEAN
Application No.: 787,881
Date: 03/20/89
- 59. Trademark: UNITED FASHIONS
OF GITANO
Application No.: 783,560
Date: 02/27/89
- 60. Trademark: WHITE GOLD DENIM
Application No.: 723,257
Date: 04/08/88

RECORDED
PATENT AND TRADEMARK
OFFICE
JUL 26 1990

JUL 26 1990
 U.S. PATENT AND TRADEMARK OFFICE