



103375877

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

2.26.07

1. Name of conveying party(ies)/Execution Date(s):

CJ Apparel Group, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other: limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) Delaware

Execution Date(s) December 26, 2006

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: Wells Fargo Century, Inc.

Internal Address: _____

Street Address: 119 West 40th Street

City: New York

State: New York

Country: USA Zip: 10018

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

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)

ASSIGNMENT
2007 FEB 28
RECEIVED
1/10

3. Nature of conveyance:

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

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

A. Trademark Application No.(s) SEE SCHEDULE A ANNEXED HERETO

B. Trademark Registration No.(s) SEE SCHEDULE A ANNEXED HERETO

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown) SEE SCHEDULE A ANNEXED HERETO

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

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attn: Cathleen A. Pellegrino, Legal Assistant

Street Address: 230 Park Avenue

City: New York

State: NY Zip: 10169

Phone Number: 212-905-3665

Fax Number: 212-682-6104

Email Address: cpellegrino@oshr.com

6. Total number of applications and registrations involved:

29

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$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: [Signature] Signature

February 22, 2007
Date

Total number of pages including cover sheet, attachments, and document. 24

02/27/2007 DBYRNE 00000291 78336621

01 FD 632
02 FD 632

40.00 GP
700.00 GP
Evan A. Pilchik
Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450







SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Applications

See attached.

Schedule of Trademarks

United States

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Status
CARIBBEAN JOE	78336621 12/4/2003		PENDING
CARIBBEAN JOE	76275113 6/21/2001	2845458 5/25/2004	REGISTERED
 (Caribbean Joe Design)	76560169 10/29/2003	3083238 4/18/2006	REGISTERED
 (Caribbean Joe Design)	76560168 10/29/2003	3096057 5/23/2006	REGISTERED
 (Caribbean Joe Design)	76560174 10/29/2003	3032685 12/20/2005	REGISTERED
 (Caribbean Joe Design)	76560173 10/29/2003	3032684 12/20/2005	REGISTERED
 (Caribbean Joe Design)	76560170 10/29/2003		ALLOWED
 (Caribbean Joe Design)	76560172 10/29/2003		ALLOWED

TRADEMARK

REEL: 003494 FRAME: 0931

(Caribbean Joe Design)						
CJ BLUE	76374006	2/21/2002	3,112,291	7/4/2006	REGISTERED	
DISCOVER PARADISE	76556878	9/12/2003	3083232	4/18/2006	REGISTERED	
DISCOVER PARADISE	76556877	9/12/2003	3009212	10/25/2005	REGISTERED	
DISCOVER PARADISE	76556876	9/12/2003	3009211	10/25/2005	REGISTERED	
DNA ITS IN YOUR GENES & Design	75549507	9/8/1998	3118576	7/25/2006	REGISTERED	
HAVANA JACKS CAFÉ	78336590	12/4/2003			ALLOWED	
HAVANA JACKS CAFÉ	76374007	2/21/2002	2845660	5/25/2004	REGISTERED	
HAVANA JACKS CAFÉ	78977243	12/4/2003	3143638	9/12/2006	REGISTERED	
IN FOCUS	78574553	2/24/2005	3173187	11/21/2006	REGISTERED	
JAMAICA BAY	76556875	9/12/2003	3101187	6/6/2006	REGISTERED	
JAMAICA BAY	76542054	8/22/2003	3088001	5/2/2006	REGISTERED	
JAMAICA BAY	76542053	8/22/2003	3154498	10/10/2006	REGISTERED	






8/5

(JB & Butterfly Design)


78805093

2/2/2006

PENDING

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
LA CABAÑA 	78336779	12/5/2003			ALLOWED
(La Cabafia Design) 	76560156	10/29/2003			ALLOWED
(La Cabafia Design) 	76560155	10/29/2003	3096056	5/23/2006	REGISTERED
(La Cabafia Design) LA CABAÑA Stylized PERISCOPE SUGAR REEF CLOTHING COMPANY 	76560160 76374008 78336793 76586408	10/29/2003 2/21/2002 12/5/2003 3/26/2004	3058062 2860812 2936196	2/7/2006 7/6/2004 3/29/2005	REGISTERED REGISTERED REGISTERED ALLOWED
(Sunset Cove Design) 	76569131	12/3/2003			ALLOWED

Foreign Trademarks

Country	Trademark	Application No.	Filing Date	Reg Number	Reg Date	Status	
CANADA	ALL NIGHT LONG	1155578	10/11/2002	TMA664297	5/16/2006	REGISTERED	
	CARIBBEAN JOE	1136840	4/10/2002	TMA664279	5/15/2006	REGISTERED	
CHINA		(CARIBBEAN JOE & Design)	1155568	10/11/2002	TMA664314	5/16/2006	REGISTERED
		HAVANA JACK'S CAFE	1155571	10/11/2002	TMA664296	5/16/2006	REGISTERED
		LET GO	1155569	10/11/2002	TMA664295	5/16/2006	REGISTERED
	CARIBBEAN JOE	4117646	6/14/2004	41176469/28/2006		REGISTERED	
	CARIBBEAN JOE	4117648	6/14/2004			PENDING	
	CARIBBEAN JOE	4117647	6/14/2004			PENDING	
EUROPEAN UNION	CARIBBEAN JOE	3556859	11/21/2003	3556859	2/9/2005	REGISTERED	
HONG KONG	CARIBBEAN JOE	300230633	6/10/2004	300230633	6/10/2004	REGISTERED	

TRADEMARK

REEL: 003494 FRAME: 0934

TRADEMARK SECURITY AGREEMENT

AGREEMENT made on the 26th day of December, 2006, by and between **CJ APPAREL GROUP, LLC**, having its chief executive office at One Northbrook Place, 5 Revere Drive, Northbrook, Illinois 60602 ("**Debtor**"), and **WELLS FARGO CENTURY, INC.** ("**Secured Party**"), having an office at 119 West 40th Street, New York, NY 10018.

A. SECURITY INTEREST.

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Secured Party has agreed to enter into, or has entered into, financing arrangements with Debtor pursuant to a Revolving Credit and Security Agreement of even date herewith (the "**Credit Agreement**") and various documents, instruments, notes, mortgages, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Agreement, as the same may now exist or may hereafter be amended, modified, renewed, extended or supplemented, are collectively referred to herein as the "**Agreements**").

NOW, THEREFORE, in order to induce Secured Party to enter into the Agreements and in consideration thereof, Debtor hereby grants to Secured Party a security interest in: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade styles and service marks; all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, design and applications described in Schedule A hereto (the "**Trademarks**"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "**Collateral**"). (Each capitalized term herein not otherwise defined shall have the meaning ascribed thereto in the Loan Agreement.)

B. OBLIGATIONS SECURED.

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of all now existing and future obligations, liabilities and indebtedness of Debtor to Secured Party and the Lenders of every kind, nature and description, direct or indirect, absolute or contingent, whether arising under the Credit Agreement, this Agreement, the other Agreements, or any other agreement, document or instrument or by operation of law or otherwise, including, without limitation, "**Obligations**" as

defined in the Credit Agreement (all the foregoing hereinafter collectively referred to as "Obligations").

C. WARRANTIES AND COVENANTS.

Debtor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. Debtor will pay and perform all of the Obligations according to their terms.

2. All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Trademarks as valid, subsisting and registered trademarks including without limitation the filing of any renewal applications. None of the Collateral is subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever except the security interests granted hereunder, and the licenses, if any, which are specifically described in Schedule B hereto.

3. Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, or encumber any Trademark or the use thereof (a "License"), except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party; provided, however, that Debtor may grant exclusive or non-exclusive licenses of Trademarks in the ordinary course of its business, so long as such licenses are on commercially reasonable terms and do not impair the rights of Secured Party hereunder.

4. Debtor will, at Debtor's expense, perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor authorizes Secured Party to have this or any other similar Security Agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

5. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

6. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by

Debtor from Secured Party, and shall be payable on demand together with interest at the Default Rate and shall be part of the Obligations secured hereby.

7. As of the date hereof, Debtor does not have any Trademarks registered or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto.

8. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

9. Debtor has not abandoned any of the Trademarks material to the conduct of its business and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party promptly if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

10. Debtor will render any assistance, as Secured Party may determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

11. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use by any person of any tradename which infringes upon any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

12. Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

13. In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of or with respect to this Agreement, Debtor will not interpose any counterclaim of any nature.

14. Prior to an Event of Default, Secured Party hereby grants to Debtor the exclusive nontransferable right and license to use the Trademarks and the goodwill of the business symbolized by the Trademarks for Debtor's own benefit. Debtor will maintain the quality of the products associated with the Trademarks at a level consistent with the quality at the time of this Agreement. Debtor will not change the quality of the products associated with the Trademarks without Secured Party's prior written consent. Debtor hereby grants to Secured Party the right to visit Debtor's or its contractors' plants and facilities which manufacture or store products sold under any of the Trademarks and to inspect the products and quality-control records relating thereto at any time during regular business hours, or at such other times as Secured Party may reasonably request.

D. EVENTS OF DEFAULT.

All Obligations shall, at Secured Party's option, become immediately due and payable without notice of demand upon the occurrence of any of the following events of default ("**Events of Default**"):

1. Debtor fails to pay or perform any Obligations when due.
2. Debtor defaults in the observance or performance of any agreements, covenants or conditions contained herein or in any of the Agreements or in any other document or instrument referred to herein or therein.
3. Any present or future representation or warranty made by or on behalf of the Debtor, whether contained herein or in any of the other Agreements or in any other document or instrument referred to herein or therein in connection with any of the transactions contemplated herein or therein, shall be false or incorrect in any material respect.
4. Any other event of default pursuant to the Agreements shall have occurred, including, but not limited to, any Event of Default under the Credit Agreement.

E. RIGHTS AND REMEDIES.

Upon the occurrence of any such Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under law, the Agreements or otherwise, and after expiration of any grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder.

1. Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.
2. Secured Party may grant such License or Licenses for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion deem appropriate. Such License or Licenses may be general, special, or otherwise, and may be granted

on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

3. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph E.3 hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph C.5 hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party, on demand, all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and attorneys' fees.

5. Secured Party may apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. Debtor shall remain liable to Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the rate set forth in the Agreements.

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to products bearing the Trademarks and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, this Agreement, the other Agreements, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

F. MISCELLANEOUS.

1. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict

compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by electronically confirmed telecopy (fax) transmission, immediately upon receipt; if by any overnight reputable delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: **CJ APPAREL GROUP, LLC**
One Northbrook Place
5 Revere Drive
Northbrook, Illinois 60602
Attn: Stewart Cohen
Facsimile No.: (847) 509-1150

If to Secured Party: **WELLS FARGO CENTURY, INC.**
119 West 40th Street
New York, New York 10018
Attn: National Portfolio Manager
Facsimile No.: (212)703-3520

3. In the event any term or provision of this Agreement conflicts with any term or provision of the Credit Agreement, the term or provision of the Credit Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

5. This Agreement shall be binding upon and for the benefit of the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

6. The validity, interpretation and effect of this Agreement shall be governed by the laws of the United States of America and the laws of the State of New York. Debtor hereby irrevocably submits and consents to the nonexclusive jurisdiction of the State and Federal Courts located in the State of New York any other State where any Collateral is located with respect to any action or proceeding arising out of this Agreement, the Obligations, or any matter arising therefrom or relating thereto. In any such action or proceeding, Debtor waives personal service of the summons and complaint or other process and papers therein and agrees that the

service thereof may be made by mail directed to Debtor at its chief executive office set forth hereinabove or other address thereof of which Secured Party has received notice as provided herein, service to be deemed complete five (5) days after mailing, or as permitted under the rules of either of said Courts. Any such action or proceeding commenced by Debtor against Secured Party will be litigated only in a Federal Court located in the Southern District of New York, or a New York State Court located in New York County and Debtor waives any objection based on forum non conveniens and any objection to venue in connection therewith.

7. The parties hereto waive trial by jury in any action or proceeding of any kind or nature in any court whether arising out of, under or by reason of this Agreement, the other Agreements or any matter or proceeding relating thereto.

[Signature page follows.]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CJ APPAREL GROUP, LLC

By:  _____

Title: SECRETARY _____

WELLS FARGO CENTURY, INC.

By: _____

Title: _____

Trademark sec

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

CJ APPAREL GROUP, LLC

By: _____

Title: _____

WELLS FARGO CENTURY, INC

By: *Charles Zell*

Title: *Sr. VP*

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 26th day of December, 2006, before me personally came ERIC W. KAMP,
to me known, who being duly sworn, did depose and say, that he is the SECRETARY
of **CJ APPAREL GROUP, LLC**, the limited liability company described in and which
executed the foregoing instrument; and that he is authorized to execute said instrument on behalf
of said limited liability company by the members thereof.

Rebe R Webb

Notary Public



STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26th day of December, 2006, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____
of **WELLS FARGO CENTURY, INC.**, the corporation described in and which executed the
foregoing instrument and that he is authorized to execute said instrument on behalf of said
corporation by the directors thereof.

Notary Public

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 26th day of December, 2006, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____
of **CJ APPAREL GROUP, LLC**, the limited liability company described in and which
executed the foregoing instrument; and that he is authorized to execute said instrument on behalf
of said limited liability company by the members thereof.

Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 26th day of December, 2006, before me personally came Christopher Galt
to me known, who being duly sworn, did depose and say, that he is the Senior V.P.
of **WELLS FARGO CENTURY, INC.**, the corporation described in and which executed the
foregoing instrument and that he is authorized to execute said instrument on behalf of said
corporation by the directors thereof.

JUNE S. CHENG
Notary Public, State of New York
No. 24-4946743
Qualified in Kings County
Commission Expires March 15, 2007

June S. Cheng
Notary Public

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

KNOW ALL MEN BY THESE PRESENTS, that **CJ APPAREL GROUP, LLC**, having an office at One Northbrook Place, 5 Revere Drive, Northbrook, Illinois 60602 (hereinafter "**Debtor**"), hereby appoints and constitutes **WELLS FARGO CENTURY, INC.** ("**Secured Party**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Security Agreement between Debtor and Secured Party dated of even date herewith and may not be revoked until indefeasible payment in full of all of Debtor's "Obligations", as such term is defined in said Trademark Security Agreement.

Dated as of December 26, 2006

CJ APPAREL GROUP, LLC
By: _____
Title: _____

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

On this 26th day of December, 2006, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____
of **CJ APPAREL GROUP, LLC**, the limited liability company described in and which
executed the foregoing instrument; and that he is authorized to execute said instrument on behalf
of said limited liability company by the members thereof.

Notary Public

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT







Permitted Licenses

1. License Agreement between AHG Licensing, Inc. and Mamiye Brothers, Inc. - 5/30/06
a) Letter confirming and providing terms of agreement between AHG Licensing and Mamiye Brothers (6/30/05)
2. License Agreement between AHG Licensing, Inc. and Reborn Products Co., Inc. d/b/a The American Belt Company - 4/21/04
3. License Agreement between AHG Licensing, Inc. and Russel-Newman, Inc. - 10/1/03
4. License Agreement between Alarmex Holdings, LLC and Trebbianno, LLC - 10/23/05
5. License Agreement between AHG Licensing, Inc. and Catton Bros. Corp. - 6/1/05
a) Letter confirming and providing terms of agreement between AHG Licensing, Inc. and Catton Bros. corp. (7/8/05)
b) AHG Licensing, Inc.'s Irrevocable Letter of Credit for \$300,000 for benefit of Catton Bros. corp. (6/29/04)
c) AHG Licensing, Inc. Royalty Summary (Licensee: Catton Apparel Group)
d) Certificate certifying terms of License Agreement
6. First Amendment to License Agreement between AHG Licensing, Inc., as assignee of Alarmex Holdings, LLC and Mainstream Swimsuits, Inc. - 1/1/05
7. License Agreement between AHG Licensing, Inc. and Dan River, Inc. - 5/6/04
8. License Agreement between AHG Licensing, Inc. and DDK International, Inc. - 5/23/03
9. License Agreement between AHG Licensing, Inc. and E.S. Originals, Inc. - 6/15/03
10. License Agreement between AHG Licensing, Inc. and Hypnotic Hats, Ltd. 7/ __/03
11. License Agreement between AHG Licensing, Inc. and Lantis Eyewear Co. - 6/23/03

SCHEDULE A

Schedule of Trademarks

United States

Trademark	Serial No. Filing Date	Reg. No. Reg. Date	Status
CARIBBEAN JOE	78336621 12/4/2003		PENDING
CARIBBEAN JOE	76275113 6/21/2001	2845458 5/25/2004	REGISTERED
 (Caribbean Joe Design)	76560169 10/29/2003	3083238 4/18/2006	REGISTERED
 (Caribbean Joe Design)	76560168 10/29/2003	3096057 5/23/2006	REGISTERED
 (Caribbean Joe Design)	76560174 10/29/2003	3032685 12/20/2005	REGISTERED
 (Caribbean Joe Design)	76560173 10/29/2003	3032684 12/20/2005	REGISTERED
 (Caribbean Joe Design)	76560170 10/29/2003		ALLOWED
 (Caribbean Joe Design)	76560172 10/29/2003		ALLOWED

TRADEMARK

REEL: 003494 FRAME: 0949

(Caribbean Joe Design)						
CJ BLUE	76374006	2/21/2002	3,112,291	7/4/2006	REGISTERED	
DISCOVER PARADISE	76556878	9/12/2003	3083232	4/18/2006	REGISTERED	
DISCOVER PARADISE	76556877	9/12/2003	3009212	10/25/2005	REGISTERED	
DISCOVER PARADISE	76556876	9/12/2003	3009211	10/25/2005	REGISTERED	
DNA TTS IN YOUR GENES & Design	75549507	9/8/1998	3118576	7/25/2006	REGISTERED	
HAVANA JACKS CAFÉ	78336590	12/4/2003			ALLOWED	
HAVANA JACKS CAFÉ	76374007	2/21/2002	2845660	5/25/2004	REGISTERED	
HAVANA JACKS CAFÉ	78977243	12/4/2003	3143638	9/12/2006	REGISTERED	
IN FOCUS	78574553	2/24/2005	3173187	11/21/2006	REGISTERED	
JAMAICA BAY	76556875	9/12/2003	3101187	6/6/2006	REGISTERED	
JAMAICA BAY	76542054	8/22/2003	3088001	5/2/2006	REGISTERED	
JAMAICA BAY	76542053	8/22/2003	3154498	10/10/2006	REGISTERED	








(JB & Butterfly Design)

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2/2/2006

PENDING

Trademark	Serial No.	Filing Date	Reg. No.	Reg. Date	Status
LA CABAÑA 	78336779	12/5/2003			ALLOWED
(La Cabaña Design) 	76560156	10/29/2003			ALLOWED
(La Cabaña Design) 	76560155	10/29/2003	3096056	5/23/2006	REGISTERED
(La Cabaña Design) LA CABAÑA Stylized PERISCOPE SUGAR REEF CLOTHING COMPANY 	76560160 76374008 78336793 76586408	10/29/2003 2/21/2002 12/5/2003 3/26/2004	3058062 2860812 2936196	2/7/2006 7/6/2004 3/29/2005	REGISTERED REGISTERED REGISTERED ALLOWED
(Sunset Cove Design) 	76569131	12/3/2003			ALLOWED