

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)/Execution Date(s):

Lernco, Inc.
450 West 33rd Street
New York, New York 10001

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

Citizenship (see guidelines) Delaware

Execution Date(s) August 22, 2007

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Second Amended and Restated Collateral Assignment of Trademarks
- Merger
- Change of Name

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wachovia Bank, National Association

Internal Address: _____

Street Address: 1133 Avenue of the Americas

City: New York

State: NY

Country: USA Zip: 10036

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- 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)

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

A. Trademark Application No.(s) See Attached Exhibit A

B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

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

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

Name: Susan O'Brien

Internal Address: UCC Direct Services

Street Address: 187 Wolf Road, Suite 101

City: Albany

State: NY Zip: 12205

Phone Number: 800-342-3676

Fax Number: 800-962-7049

Email Address: c/s-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved:

15

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

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
Expiration Date _____

b. Deposit Account Number _____
Authorized User Name: _____

9. Signature:

Mercedes Farinas
Signature

Mercedes Farinas
Name of Person Signing

9/26/07
Date

Total number of pages including cover sheet, attachments, and document. 38

Documents to be recorded (including cover sheet) should be faxed to (703) 308-8995, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OIP \$340.00 77187934

Additional Conveying Party:

**Jasmine Company, Inc.
450 West 33rd Street
New York, New York 10001**

Trademarks

Country		Andorra							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
6006	LEARNER NEW YORK	3, 14, 18, 25, 35, 39	Lemco, Inc.	7236	7/8/1997	6,876	7/8/1997		No
8292	NY & CO AND DESIGN	3, 25, 35, 39	Lemco, Inc.	14355	3/24/2000	14,355	4/6/2000		No

Country		Argentina							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4321	LEARNER NEW YORK	25	Lemco, Inc.	1,923,128	6/6/1994	1,683,033	8/25/1998		No
4322	LEARNER NEW YORK	42	Lemco, Inc.	1,923,129	6/6/1994	1,683,036	8/25/1998		No
7965	NY & CO AND DESIGN	35	Lemco, Inc.	2,275,343	3/21/2000	1,884,659	9/11/2002		No
7967	NY & CO AND DESIGN	25	Lemco, Inc.	2,275,342	3/21/2000	1,841,389	8/24/2001		No
7966	NY & CO AND DESIGN	3	Lemco, Inc.	2,275,341	3/21/2000				No

Country		Aruba							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4637	LEARNER NEW YORK	25,42	Lemco, Inc.	94,962,322	6/23/1994	16,816	7/11/1994		No
7948	NY & CO AND DESIGN	3, 25, 42	Lemco, Inc.	DM-20000031518	3/16/2000	20,455	4/11/2000		No

Country		Australia							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2295	LEARNER	25	Lemco, Inc.	443,663	4/1/1986	B443,663	7/8/1990		No
2296	LEARNER	42	Lemco, Inc.	443,665	4/11/1986	B443,665	7/8/1990		No
14783	NEW YORK & COMPANY	3, 9, 14, 8, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/9/2007	926,844	7/19/2007		No
7931	NY & CO AND DESIGN	3, 25, 35	Lemco, Inc.	826,677	3/7/2000	A826,672	4/5/2001		No

Country		Austria							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4444	LEARNER NEW YORK	25, 39, 42	Lemco, Inc.	AM3638,94	7/21/1994	155,915	12/22/1994		No
14784	NEW YORK & COMPANY	1, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No
8288	NY & CO AND DESIGN	3, 25, 39, 42	Lemco, Inc.	AM 12342,900	3/11/2000	189,173	6/15/2000		No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	TTU
Bahamas	5036	LERNER	Lerner, Inc.	16,594	7/15/1994	16,594	12/7/1995		No
	4549	LERNER NEW YORK	Lerner, Inc.	16,594	7/15/1994	16,594	12/7/1995		No
	8616	NY & CO AND DESIGN	Lerner, Inc.	22,701	5/11/2000	22,701	2/4/2003		No
	8617	NY & CO AND DESIGN	Lerner, Inc.	22,702	5/11/2000	22,702	2/17/2003		No
8618	NY & CO AND DESIGN	Lerner, Inc.	22,703					No	

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	TTU
Bahrain	8370	NY & CO AND DESIGN	Lernco, Inc.	11,720,000	5/15/2000	27,598	4/7/2003		No
	8371	NY & CO AND DESIGN	Lernco, Inc.	11,020,000	5/15/2000	SM3627	1/15/2001		No
	8328	NY & CO AND DESIGN	Lernco, Inc.	11,112,000	5/15/2000	27,599	4/7/2003		No
	RECTANGULAR DESIGN								No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	TTU
Bangladesh	3985	LERNER NEW YORK	Lernco, Inc.	40,456	4/27/1994	40,456	9/23/2003		No
	8121	NY & CO AND DESIGN	Lernco, Inc.	64,231	4/2/2000				No
	8122	NY & CO AND DESIGN	Lernco, Inc.	64,232	4/2/2000				No
	8123	NY & CO AND DESIGN	Lernco, Inc.	64,227	4/2/2000				No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	TTU
Barbados	8435	NY & CO AND DESIGN	Lernco, Inc.		3/24/2000	81/15098	1/27/2000		No
	8436	NY & CO AND DESIGN	Lernco, Inc.		3/24/2000	81/15099	1/27/2000		No
	8437	NY & CO AND DESIGN	Lernco, Inc.		3/24/2000	81/15100	1/27/2000		No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	TTU
Barbados	2301	LERNER	Lernco, Inc.		1/7/1987	424,555	1/7/1987		No
	2300	LERNER	Lernco, Inc.	684,304	6/3/1986	418,590	6/5/1986		No
	14785	NEW YORK & COMPANY	Lernco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No
8103	NY & CO AND DESIGN	Lernco, Inc.	961,522	4/4/2000	682,316	8/1/2001		No	

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	TTU
Bermuda	7943	NY & CO AND DESIGN	Lernco, Inc.	31,617	3/23/2000	31,617	1/30/2002		No
	7945	NY & CO AND DESIGN	Lernco, Inc.	31,619	3/23/2000	31,619	1/30/2002		No
	7944	NY & CO AND DESIGN	Lernco, Inc.	31,618	3/23/2000	31,618	1/30/2002		No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Bolivia	2297	LERNER	Lernco, Inc.	812,694,376	7/10/1986	812,694,376	2/25/1997		No
	2296	LERNER	Lernco, Inc.	815,174,602	4/15/1996	815,174,602	10/6/1998		No
	8396	NY & CO AND DESIGN	Lernco, Inc.	812,694,384	7/10/1986	812,694,384	10/30/1990		No
	8394	NY & CO AND DESIGN	Lernco, Inc.	822,421,763	1/28/2000	822,421,763	12/6/2005		No
8395	NY & CO AND DESIGN	Lernco, Inc.	822,421,755	1/28/2000	822,421,755	12/6/2005		No	
8395	NY & CO AND DESIGN	Lernco, Inc.	822,421,797	1/28/2000	822,421,797	12/6/2005		No	

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Brazil	5585	LERNER	Lernco, Inc.	812,694,376	7/10/1986	812,694,376	2/25/1997		No
	5327	LERNER	Lernco, Inc.	815,174,602	4/15/1996	815,174,602	10/6/1998		No
	2299	LERNER	Lernco, Inc.	812,694,384	7/10/1986	812,694,384	10/30/1990		No
	7857	NY & CO	Lernco, Inc.	822,421,763	1/28/2000	822,421,763	12/6/2005		No
	7856	NY & CO	Lernco, Inc.	822,421,755	1/28/2000	822,421,755	12/6/2005		No
7855	NY & CO	Lernco, Inc.	822,421,797	1/28/2000	822,421,797	12/6/2005		No	

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Bulgaria	4038	LERNER NEW YORK	Lernco, Inc.	26,937	4/13/1994	26,937	8/24/1995		No
	4060	LERNER NEW YORK	Lernco, Inc.	26,938	4/13/1994	4,341	8/24/1995		No
	14785	NEW YORK & COMPANY	Lernco, Inc.	926,844	1/22/007	926,844	7/19/2007		No
	8085	NY & CO AND DESIGN	Lernco, Inc.	49,125	3/14/2000	40,296	7/25/2001		No
	8085	NY & CO AND DESIGN	Lernco, Inc.	49,125	3/14/2000	40,296	7/25/2001		No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Cambodia (Kampuchea)	12131	LERNER	Lernco, Inc.	19932/04	1/13/2004	1938/04	3/22/004		No
	12132	LERNER	Lernco, Inc.	19933/04	1/13/2004	1938/04	3/22/004		No
	12133	LERNER	Lernco, Inc.	19934/04	1/13/2004	1938/04	3/22/004		No
	12135	NEW YORK & COMPANY	Lernco, Inc.	19938/04	1/19/2004	20237/04	9/9/2004		No
	12135	NEW YORK & COMPANY	Lernco, Inc.	19939/04	1/19/2004	20238/04	9/9/2004		No
12137	NEW YORK & COMPANY	Lernco, Inc.	19940/04	1/19/2004	20239/04	9/9/2004		No	

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Canada	2302	LERNER	Lernco, Inc.	423,797	4/21/1978	262,235	9/4/1981		No
	2303	LERNER	Lernco, Inc.	423,798	4/21/1978	262,235	9/4/1981		No
	12334	NEW YORK & COMPANY	Lernco, Inc.	1,217,425	5/19/2004				No
	7908	NY & CO AND DESIGN	Lernco, Inc.	1,050,520	3/13/2000				No

Country		Chile									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU		
1362	LERNER	42	Lernco, Inc.	347474	6/19/1986	778,705	10/7/1996		No		
2305	LERNER	25	Lernco, Inc.		6/18/1986	777,132	10/7/1996		No		
2306	LERNER	25	Lernco, Inc.		1/7/1987	487,211	4/1/1987		No		
8548	NY & CO AND DESIGN	42	Lernco, Inc.	488,773	6/2/2000	673,571	9/16/2003		No		
8547	NY & CO AND DESIGN	3,25	Lernco, Inc.	488,690	6/2/2000	670,610	8/2/2003		No		
8549	NY & CO AND DESIGN	3,25	Lernco, Inc.	488,772	6/2/2000				No		

Country		China (People's Republic of)									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU		
2307	LERNER	25	Lernco, Inc.		10/7/1986	288,874	5/20/1987		No		
3673	LERNER	42	Lernco, Inc.	93/068,880	8/14/1993	776,376	1/21/1995		No		
14787	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No		
8094	NY & CO AND DESIGN	35	Lernco, Inc.	2000047617	4/13/2000	1,595,953	6/28/2001		No		
8096	NY & CO AND DESIGN	3	Lernco, Inc.	2000047615	4/13/2000	1,596,375	7/7/2001		No		
8095	NY & CO AND DESIGN	25	Lernco, Inc.	2000047616	4/13/2000	1,589,200	6/21/2001		No		

Country		Colombia									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU		
2306	LERNER	25	Lernco, Inc.	255,743	4/29/1986	127,086	12/4/1989		No		
4366	LERNER NEW YORK	42	Lernco, Inc.	024,439	6/7/1994	173,078	1/25/1995		No		
8132	NY & CO AND DESIGN	42	Lernco, Inc.	265,883	4/11/2000	233,703	3/29/2001		No		
8072	NY & CO AND DESIGN	3	Lernco, Inc.	26,584	4/11/2000	233,704	3/29/2001		No		
8100	NY & CO AND DESIGN	25	Lernco, Inc.	265,882	4/11/2000	233,702	3/29/2001		No		

Country		Costa Rica									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU		
692	LERNER	25	Lernco, Inc.	89,911	8/22/1994	90,099	2/6/1995		No		
681	LERNER NEW YORK AND DESIGN	42	Lernco, Inc.	89,970	8/22/1994	90,102	2/6/1995		No		
13458	NY & CO AND DESIGN	35	Lernco, Inc.	2002-346	1/17/2002				No		

Country		Czech Republic									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU		
4695	LERNER NEW YORK	25, 39	Lernco, Inc.	94/91/009	7/1/1994	192,038	7/24/1996		No		
14788	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No		
8254	NY & CO AND DESIGN	3, 25, 39	Lernco, Inc.	155,799	3/31/2000	234,316	6/25/2001		No		

Country: Denmark										
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU	
2310	LERNER	42	Lernoo, Inc.	2709-1986	4/24/1986	1685-1988	4/25/1988		No	
2311	LERNER	25	Lernoo, Inc.	2887-1987	5/6/1987	2082-1989	5/5/1989		No	
14789	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernoo, Inc.	926,844	1/3/2007	926,844	7/19/2007		No	
7982	NY & CO AND DESIGN	3, 25, 35	Lernoo, Inc.	VA 2000 01315	3/23/2000	VR 2000 02381	5/31/2000		No	

Country: Dominican Republic										
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU	
4591	LERNER NEW YORK	44	Lernoo, Inc.	26,326	7/7/1994	74,355	10/15/1994		No	
1483	NEW YORK & COMPANY	3, 14, 18, 25, 35	Lernoo, Inc.	2007-22845	4/8/2007				No	
8130	NY & CO AND DESIGN	3	Lernoo, Inc.	19,085	4/1/2000	114,278	8/15/2000		No	
8131	NY & CO AND DESIGN	16	Lernoo, Inc.	19,086	4/1/2000	114,334	8/30/2000		No	
8129	NY & CO AND DESIGN	25	Lernoo, Inc.	19,087	4/1/2000	114,290	8/15/2000		No	

Country: Ecuador										
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU	
4411	LERNER NEW YORK	42	Lernoo, Inc.	48,349	6/17/1994	705-EP1	11/16/1995		No	
4412	LERNER NEW YORK	25	Lernoo, Inc.	48,351	6/17/1994	699-EP1	11/16/1995		No	
8273	NY & CO AND DESIGN	3	Lernoo, Inc.	103,585	4/28/2000	5481-00	8/28/2000		No	
8275	NY & CO AND DESIGN	42	Lernoo, Inc.	103,584	4/28/2000	1303-00	8/10/2000		No	
8274	NY & CO AND DESIGN	25	Lernoo, Inc.	103,586	4/28/2000	5482-00	8/28/2000		No	

Country: Egypt										
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU	
4531	LERNER NEW YORK	25	Lernoo, Inc.	91,363	6/23/1994	91,363	2/27/2000		No	
10253	LERNER NEW YORK	35	Lernoo, Inc.	144,516	8/13/2001	144,516	10/10/2006		No	
14926	NEW YORK & COMPANY	18	Lernoo, Inc.	203,494	7/1/2007				No	
14819	NEW YORK & COMPANY	35	Lernoo, Inc.	195,562	1/10/2007				No	
14818	NEW YORK & COMPANY	25	Lernoo, Inc.	195,561	1/10/2007				No	
14925	NEW YORK & COMPANY	3	Lernoo, Inc.	203,433	7/1/2007				No	
8446	NY & CO AND DESIGN	35	Lernoo, Inc.	132,741	5/10/2000				No	
8446	NY & CO AND DESIGN	3	Lernoo, Inc.	132,739	5/10/2000	132,739	1/15/2005		No	
8447	NY & CO AND DESIGN	25	Lernoo, Inc.	132,740	5/10/2000	132,740	12/12/2004		No	

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
El Salvador	4131	LERNER NEW YORK	25	Lernco, Inc.	136794	5/21/994	237 Book 104 P 475-6	5/25/2000	No
	4130	LERNER NEW YORK	18	Lernco, Inc.	156894	5/21/994	3 Book 49 Pages	2/17/1997	No
	4132	LERNER NEW YORK	42	Lernco, Inc.	156494	5/21/994	105 Book 104 P211-512	5/16/2000	No
	4129	LERNER NEW YORK	14	Lernco, Inc.	156694	5/21/994	69 Book 107 P139- 40	6/23/2000	No
	4128	LERNER NEW YORK	3	Lernco, Inc.	198872001	5/21/994	79 Book 170 P159- 160	3/21/2003	No
	8114	NY & CO AND DESIGN	3	Lernco, Inc.	23062000	3/28/2000	109 Book 187 P223-4	10/13/2004	No
	8118	NY & CO AND DESIGN	25	Lernco, Inc.	23052000	3/28/2000	108 Book	10/13/2004	No
	8119	NY & CO AND DESIGN	35	Lernco, Inc.	23042000	3/28/2000	187 P221-2		No
	8120	NY & CO AND DESIGN	42	Lernco, Inc.	23032000	3/28/2000			No
	European Union	7178	LERNER NEW YORK	3, 25, 42	Lernco, Inc.	325,431	8/13/1996	325,431	12/4/1998
14790		NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	13/2/2007	926,844	7/19/2007	No
7932		NY & CO AND DESIGN	3, 25, 35	Lernco, Inc.	7200000859	3/14/2000	219,910	12/29/2003	No
Finland	4451	LERNER NEW YORK	25, 35, 42	Lernco, Inc.	315494	6/21/1994	140,801	11/20/1995	No
	14791	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	13/2/2007	926,844	7/19/2007	No
	7932	NY & CO AND DESIGN	3, 25, 35	Lernco, Inc.	7200000859	3/14/2000	219,910	12/29/2003	No
	8148	NY & CO AND DESIGN	3, 16, 25	Lernco, Inc.	003015839	3/21/2000	003015839	5/21/2000	No
France	2313	LERNER	25	Lernco, Inc.		5/22/1986	1,335,689	4/22/1986	No
	2314	LERNER	35	Lernco, Inc.		7/21/1986	1,386,464	7/21/1986	No
	14792	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	1/3/2007	926,844	7/19/2007	No
	8148	NY & CO AND DESIGN	3, 16, 25	Lernco, Inc.	003015839	3/21/2000	003015839	5/21/2000	No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Gaza District	7161	35	LERNER NEW YORK	4,904	7/24/1997	4,904	6/8/1998		No
	7160	25	LERNER NEW YORK	4,903	7/24/1997	4,903	6/8/1998		No
	8078	25	NY & CO AND DESIGN	6,992	3/30/2000	6,992	8/4/2001		No
	8079	35	NY & CO AND DESIGN	6,993	3/30/2000	6,993	8/4/2001		No
	8077	3	NY & CO AND DESIGN	6,991	3/30/2000	6,991	8/4/2001		No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Germany	2309	25	LERNER	L.29287/25 W2	7/28/1986	1,103,100	4/8/1987		No
	5244	35,42	LERNER NEW YORK	395 46 914.7	11/17/1995	395 46 914	7/8/1996		No
	14793	3, 9, 14, 18, 20, 25, 26, 35, 36	NEW YORK & COMPANY	926,844	1/3/2007	926,844	7/19/2007		No
	8141	3, 25, 35	NY & CO AND DESIGN	30019 077 8093	3/13/2000	300 15 077	10/16/2000		No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Greece	2315	25	LERNER		7/2/1986	83,091	4/18/1989		No
	14794	3, 9, 14, 18, 20, 25, 26, 35, 36	NEW YORK & COMPANY	926,844	1/3/2007	926,844	7/19/2007		No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Guatemala	11043	42	LERNER		4/21/1994	115,671	2/21/2002		No
	3907	25	LERNER NEW YORK		4/21/1994				No
	3908	42	LERNER NEW YORK		4/21/1994	78,737	4/30/1996		No
	14854	25	NEW YORK & COMPANY	2245-07	3/15/2007				No
	14855	35	NEW YORK & COMPANY	2244-07	3/15/2007				No
	9437	3	NY & CO AND DESIGN			108,906	1/22/2001		No
	9438	25	NY & CO AND DESIGN			108,908	1/22/2001		No
	9436	42	NY & CO AND DESIGN			108,877	1/19/2001		No

Country	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
Haiti	4401	25	LERNER NEW YORK		6/17/1994	178,105	10/15/1996		No
	4402	42	LERNER NEW YORK		6/17/1994	179,105	10/29/1996		No
	8431	42	NY & CO AND DESIGN	316-V	3/24/2000	121,127	1/30/2001		No
	8433	25	NY & CO AND DESIGN	315-V	3/24/2000	120,127	1/30/2001		No
8432	1	NY & CO AND DESIGN	322-V	3/24/2000	119,127	1/30/2001		No	

Country		Honduras							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt.	Reg. #	Reg. Dt.	Allow. Dt.	FTU
3949	LERNER NEW YORK	42	Lernco, Inc.	2771/94	4/13/1994	1,935	1/12/1995		No
3948	LERNER NEW YORK	25	Lernco, Inc.	2770/94	4/13/1994	61,511	5/12/1995		No
8126	NY & CO AND DESIGN	1	Lernco, Inc.	5726/2000	4/10/2000	80,240	12/27/2000		No
8127	NY & CO AND DESIGN	25	Lernco, Inc.	5725/2000	4/10/2000	80,064	12/13/2000		No
8128	NY & CO AND DESIGN	42	Lernco, Inc.	5724/2000	4/10/2000	7,341	12/27/2000		No

Country		Hong Kong							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt.	Reg. #	Reg. Dt.	Allow. Dt.	FTU
3623	LEARNER	25	Lernco, Inc.		9/28/1987	B781 of 1989	3/17/1989		No
966	LEARNER	42	Lernco, Inc.	12445/1995	10/4/1995	B10848/1997	11/5/1997		No
14830	NEW YORK & COMPANY	3, 14, 18, 25, 35	Lernco, Inc.	3007900885	1/1/2007	7			No
7979	NY & CO AND DESIGN	3, 25, 35	Lernco, Inc.	5222/2000	4/4/2003	300126116A A	12/29/2003		No

Country		Hungary							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt.	Reg. #	Reg. Dt.	Allow. Dt.	FTU
2316	LERNER	25, 42	Lernco, Inc.		5/26/1986	126,001	2/6/1987		No
14795	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No
8107	NY & CO AND DESIGN	3, 25, 42	Lernco, Inc.	M10001545	3/17/2000	172,142	9/23/2002		No

Country		India							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt.	Reg. #	Reg. Dt.	Allow. Dt.	FTU
3903	LERNER NEW YORK	25	Lernco, Inc.	625,620	4/9/1994	625,623	7/15/2003		No
11759	LERNER NEW YORK	35	Lernco, Inc.	1,236,592	9/7/2003	1,236,592	12/26/2005		No
14822	NEW YORK & COMPANY	3, 14, 18, 25, 35	Lernco, Inc.	1,523,588	1/15/2007				No
13482	NY & CO AND DESIGN	35	Lernco, Inc.	1,250,055	1/11/2003	1,250,055	12/29/2005		No
8498	NY & CO AND DESIGN	25	Lernco, Inc.	912,079	3/24/2000				No
8499	NY & CO AND DESIGN	3	Lernco, Inc.	912,077	3/24/2000	912,077	10/21/2005		No
8500	NY & CO AND DESIGN	16	Lernco, Inc.	912,078	3/24/2000	912,078	22/2/2005		No

Country		Indonesia							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
7599	LEARNER	25	Lemco, Inc.	D98-9111	5/7/1996	380,337	8/15/1997		No
12186	LEARNER NEW YORK	35	Lemco, Inc.	JOC-2004-05091-05134	3/1/2004	IDM4000050	9/14/2005		No
14861	NEW YORK & COMPANY	35	Lemco, Inc.	JOC-2007-001249	1/15/2007	333			No
14862	NEW YORK & COMPANY	25	Lemco, Inc.	D00-2007-001248	1/15/2007				No
8145	NY & CO and Design	35	Lemco, Inc.	JOC-5127	5/29/2000	477,684	5/25/2001		No
8125	NY & CO AND DESIGN	25	Lemco, Inc.	D00-5126	5/29/2000	477,683	5/25/2001		No
8113	NY & CO AND DESIGN	3	Lemco, Inc.	D00-5125	5/29/2000	481,085	6/21/2001		No

Country		Ireland							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4456	LEARNER NEW YORK	25	Lemco, Inc.	945591	6/14/1994	161,657	11/23/1995		No
7346	LEARNER NEW YORK	42	Lemco, Inc.	958611	7/1/1996	205,951	7/7/1999		No
7345	LEARNER NEW YORK	16,41	Lemco, Inc.	9883073	7/28/1998	210,091	4/27/2000		No
14756	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	924,844	1/1/2007	926,844	7/19/2007		No
7952	NY & CO AND DESIGN	3, 25, 35, 39	Lemco, Inc.	2006/00926	3/20/2006	222,495	9/11/2002		No

Country		Israel							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
3918	LEARNER NEW YORK	25	Lemco, Inc.	92,118	4/12/1994	92,118	5/1/1996		No
3915	LEARNER NEW YORK	42	Lemco, Inc.	92,119	4/12/1994	92,115	5/1/1996		No
8222	NY & CO AND DESIGN	25	Lemco, Inc.	136,076	3/21/2000	136,076	9/5/2001		No
8221	NY & CO AND DESIGN	3	Lemco, Inc.	136,075	3/21/2000	136,075	9/5/2001		No
8223	NY & CO AND DESIGN	35	Lemco, Inc.	136,077	3/21/2000	136,077	9/5/2001		No

Country		Italy							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2518	LEARNER	25,42	Lemco, Inc.		7/4/1986	762,332	3/18/1987		No
14797	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/15/2007	926,844	7/19/2007		No
7974	NY & CO AND DESIGN	3, 25, 35	Lemco, Inc.	MD000000247	3/21/2000				No

Country		Jamaica							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
10497	NY & CO AND DESIGN	35	Lemco, Inc.	41,390	10/12/2001	41,390	5/16/2003		No
8143	NY & CO and Design	16	Lemco, Inc.	167301	3/16/2000	38,708	5/15/2002		No
8144	NY & CO and Design	25	Lemco, Inc.	257269	3/16/2000	38,769	6/11/2002		No
8142	NY & CO and Design	3	Lemco, Inc.	34078	3/16/2000	38,732	5/04/2002		No

Country		Japan									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU		
2319	LERNER	17	Lernco, Inc.		5/15/1986	2,114,688	2/21/1989		No		
1216	LERNER NEW YORK	35	Lernco, Inc.	7350794	7/20/1994	3,357,873	1/7/1997		No		
4484	LERNER NEW YORK	39	Lernco, Inc.	7350894	7/20/1994	3,352,532	10/17/1997		No		
14798	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No		
7986	NY & CO AND DESIGN	35	Lernco, Inc.	2000-038465	3/22/2000	4,477,894	5/25/2001		No		
7987	NY & CO AND DESIGN	25	Lernco, Inc.	2000-038465	3/22/2000	4,446,389	1/19/2001		No		

Country		Jordan									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU		
4516	LERNER NEW YORK	25	Lernco, Inc.	35,872	8/15/1994	35,872	6/29/1995		No		
8434	LERNER NEW YORK	42	Lernco, Inc.	61,905	5/11/2000	61,905	10/27/2002		No		
14945	NEW YORK & COMPANY	18	Lernco, Inc.		7/19/2007				No		
14942	NEW YORK & COMPANY	25	Lernco, Inc.		7/19/2007				No		
14943	NEW YORK & COMPANY	42	Lernco, Inc.		7/19/2007				No		
14944	NEW YORK & COMPANY	3	Lernco, Inc.		7/19/2007				No		
8485	NY & CO AND DESIGN	42	Lernco, Inc.	61,448	5/11/2000	61,448	9/15/2002		No		
8485	NY & CO AND DESIGN	3	Lernco, Inc.	57,894	5/11/2000	57,894	12/10/2001		No		
8496	NY & CO AND DESIGN	25	Lernco, Inc.	57,893	5/11/2000	57,893	12/10/2001		No		

Country		Kenya									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU		
14799	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No		

Country		Kuwait									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU		
4656	LERNER	25	Lernco, Inc.	29,447	9/26/1994	27,144	12/16/1997		No		
11090	NY & CO AND DESIGN	3	Lernco, Inc.	47,028	6/21/2000	44,249	5/7/2003		No		
11051	NY & CO AND DESIGN	35	Lernco, Inc.	47,029	6/21/2000	44,248	5/7/2003		No		
8458	NY & CO. AND RECTANGULAR DESIGN	25	Lernco, Inc.	47,030	6/21/2000	44,247	5/5/2003		No		

Country: Lesotho									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
13C16	LERNER	3, 25, 35	Lemco, Inc.	LS/M/04/00157	1/21/2004	157	LS/M/04/00	7/19/2005	No
12696	NEW YORK & COMPANY	3, 25, 35	Lemco, Inc.	LS/M/04/00156	1/21/2004	156	LS/M/04/00	7/19/2005	No

Country: Macao									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
3994	LERNER NEW YORK	42	Lemco, Inc.	13527-M	4/18/1994	13527-M	4/12/1995		No
3993	LERNER NEW YORK	25	Lemco, Inc.	13526-M	4/18/1994	13526-M	4/12/1995		No

Country: Madagascar									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
12028	LERNER	3, 25, 35	Lemco, Inc.	2004/0058	2/13/2004	6210		1/3/2005	No
12029	NEW YORK & COMPANY	3, 25, 35	Lemco, Inc.	2004/0059	2/13/2004	6209		1/3/2005	No

Country: Malaysia									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
7088	LERNER NEW YORK	35	Lemco, Inc.	97/18386	12/1/1997	97018386		3/30/2002	No
4809	LERNER NEW YORK	25	Lemco, Inc.	94/07748	8/27/1994	94/07748		10/11/1996	No
3335	LERNER NEW YORK	3	Lemco, Inc.	97/09744	7/18/1997				No
8510	NY & CO AND DESIGN	3	Lemco, Inc.	2000/05121	4/25/2000				No
8511	NY & CO AND DESIGN	25	Lemco, Inc.	2000/05122	4/25/2000				No
8512	NY & CO AND DESIGN	35	Lemco, Inc.	2000/05123	4/25/2000				No

Country: Mauritius									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2324	LERNER	25	Lemco, Inc.		6/19/1986	A/27 No.		10/30/1986	No
						112			
10735	NY & CO AND DESIGN	1, 16, 25	Lemco, Inc.		4/6/2000	A/47 No.		2/25/2002	No
						235			

Country		Mexico													
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU						
14627	LENNER	35	Lenco, Inc.	799,485	6/23/2006	957,595	1/13/2006		No						
14628	LENNER	25	Lenco, Inc.	799,486	6/23/2006	946,957	7/31/2006		No						
14860	NEW YORK & COMPANY	35	Lenco, Inc.	835,242	2/9/2007	976,651	3/14/2007		No						
14859	NEW YORK & COMPANY	25	Lenco, Inc.	835,240	2/9/2007				No						
8145	NY & CO AND DESIGN	42	Lenco, Inc.	419,339	4/4/2006	665,781	7/27/2000		No						
8101	NY & CO AND DESIGN	3	Lenco, Inc.	419,324	4/4/2006	658,450	5/31/2000		No						
11593	NY & CO NEW YORK & COMPANY AND DESIGN	25	Lenco, Inc.	607,178	5/23/2003				No						
11594	NY & CO NEW YORK & COMPANY AND DESIGN	3	Lenco, Inc.	604,054	6/5/2003	801,098	7/23/2003		No						

Country		Monaco													
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU						
4562	LENNER NEW YORK	25,35	Lenco, Inc.	15,598	7/31/1994	894,15547	9/15/1994		No						
8204	NY & CO AND DESIGN	3,16,25	Lenco, Inc.	21,707	4/25/2000	00,21473	6/26/2000		No						

Country		Mongolia													
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU						
12001	LENNER	3,25,35	Lenco, Inc.	4,922	1/16/2004	4,557	1/16/2004		No						
12002	NEW YORK & COMPANY	3,25,35	Lenco, Inc.	4,923	1/16/2004	4,870	1/16/2004		No						

Country		Morocco													
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU						
4509	LENNER NEW YORK	25,42	Lenco, Inc.		7/25/1994	54,392	7/25/1994		No						
14800	NEW YORK & COMPANY	3,9,14,18,20,25,26,35,36	Lenco, Inc.	926,844	1/9/2007	926,844	7/19/2007		No						
7936	NY & CO AND DESIGN	3,25,35	Lenco, Inc.	72,818	3/20/2000	72,818	6/28/2000		No						

Country		Nepal													
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU						
5444	LENNER NEW YORK		Lenco, Inc.			11520052	4/11/1996		No						
5443	LENNER NEW YORK		Lenco, Inc.			11519052	4/11/1996		No						
5442	LENNER NEW YORK		Lenco, Inc.			11518052	4/11/1996		No						
1287	LENNER NEW YORK		Lenco, Inc.			11377052	2/16/1996		No						
9096	NY AND CO.	25	Lenco, Inc.			15444057	6/15/2000		No						

Country: New Zealand									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	FTU
4668	LERNER NEW YORK	25	Lemco, Inc.	238,130	6/21/1994	238,130	4/15/1997		No
4669	LERNER NEW YORK	42	Lemco, Inc.	238,131	6/21/1994	238,131	4/15/1997		No
8063	NY & CO AND DESIGN	3	Lemco, Inc.	610,336	3/14/2000	610,336	9/14/2000		No
8064	NY & CO AND DESIGN	25	Lemco, Inc.	610,337	3/14/2000	610,337	9/14/2000		No
8065	NY & CO AND DESIGN	35	Lemco, Inc.	610,338	3/14/2000	610,338	9/14/2000		No

Country: Nicaragua									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	FTU
4676	LERNER	25	Lemco, Inc.		10/31/1994	27,890	3/7/1995		No
4677	LERNER NEW YORK	42	Lemco, Inc.		10/31/1994	28,498	3/6/1995		No
8198	NY & CO AND DESIGN	25	Lemco, Inc.	200001852	4/27/2000	51,053	9/11/2001		No
8205	NY & CO AND DESIGN	42	Lemco, Inc.	200001853	4/27/2000	51,052	9/11/2001		No
8201	NY & CO AND DESIGN	3	Lemco, Inc.	200001851	4/27/2000	51,054	9/11/2001		No

Country: Norway									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	FTU
2327	LERNER	25,42	Lemco, Inc.		4/11/1986	129,602	7/23/1987		No
14801	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	10/2/2007	926,844	7/19/2007		No
8199	NY & CO AND DESIGN	3, 25, 35, 39	Lemco, Inc.	200003114	3/15/2008	206,761	2/1/2001		No

Country: Oman									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	FTU
8266	NY & CO AND DESIGN	3	Lemco, Inc.	22,476	5/15/2000	22,476	6/12/2004		No
8271	NY & CO AND DESIGN	42	Lemco, Inc.	22,479	5/15/2000	22,479	6/12/2004		No
8270	NY & CO AND DESIGN	35	Lemco, Inc.	22,478	5/15/2000	22,478	6/12/2004		No
8269	NY & CO AND DESIGN	25	Lemco, Inc.	22,477	5/15/2000	22,477	8/1/2004		No

Country: Pakistan									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	FTU
8138	NY & CO AND DESIGN	25	Lemco, Inc.	161,735	3/21/2000				No
12469	NY & CO AND DESIGN	35	Lemco, Inc.	201,229	9/21/2004				No
8133	NY & CO AND DESIGN	16	Lemco, Inc.	162,207	4/13/2000	162,207	12/28/2006		No
8137	NY & CO AND DESIGN	3	Lemco, Inc.	161,736	3/21/2000				No

Country Panama									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2328	LERNER	42	Lemco, Inc.	31071987	3/10/1987	43,680	1/24/1987		No
2331	LERNER	25	Lemco, Inc.	3111/1987	3/11/1987	43,685	1/24/1987		No
2330	LERNER	18	Lemco, Inc.	3110/1987	3/10/1987	43,691	1/24/1987		No
2329	LERNER	14	Lemco, Inc.	3109/1987	3/10/1987	43,690	1/24/1987		No
8880	NY & CO AND DESIGN	3	Lemco, Inc.	109,369	8/11/2000	109,369	10/15/2001		No
8881	NY & CO AND DESIGN	25	Lemco, Inc.	109,370	8/11/2000	109,370	3/22/2005		No
8882	NY & CO AND DESIGN	35	Lemco, Inc.	109,371	8/11/2000	109,371	10/15/2001		No

Country Paraguay									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2320	LERNER	35	Lemco, Inc.	619/1986	6/19/1986	292,153	10/28/1986		No
2340	LERNER	25	Lemco, Inc.	619/1986	6/19/1986	292,154	10/28/1986		No
8212	NY & CO and Design	25	Lemco, Inc.	8506-2000	4/13/2000	239,104	5/10/2001		No
8211	NY & CO and Design	3	Lemco, Inc.	8507-2000	4/13/2000	239,105	5/10/2001		No
8213	NY & CO and Design	42	Lemco, Inc.	8508-2000	4/13/2000	239,106	5/10/2001		No

Country Peru									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1076	LERNER NEW YORK	39	Lemco, Inc.	250,581	9/13/1994	003,318	1/18/1995		No
4381	LERNER NEW YORK	25	Lemco, Inc.	247,082	7/19/1994	11,223	11/3/1994		No
10143	LERNER NEW YORK	35	Lemco, Inc.	136,777	10/22/2001	28,260	1/16/2002		No
14873	NEW YORK & COMPANY	25	Lemco, Inc.	310827	4/4/2007				No
14874	NEW YORK & COMPANY	35	Lemco, Inc.	310828	4/4/2007				No
8169	NY & CO AND DESIGN	3	Lemco, Inc.	105,816	5/9/2000	66,068	9/8/2000		No
8206	NY & CO AND DESIGN	25	Lemco, Inc.	100505-2000	5/18/2000	78,796	3/11/2002		No

Country Philippines									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
12667	LERNER	18	Lemco, Inc.	4-2304-010623	1/9/2004				No
12788	LERNER	25	Lemco, Inc.	4-2305-000322	1/1/2005				No
12789	LERNER	42	Lemco, Inc.	4-2305-000323	1/1/2005				No
12620	LERNER	14	Lemco, Inc.	4-2305-000321	1/1/2005				No
14885	NEW YORK & COMPANY	3, 14, 18, 25, 35	Lemco, Inc.	4-2307-000374	1/11/2007				No
14483	NY & CO AND DESIGN	3, 35	Lemco, Inc.	4-2006-005756	5/5/2006				No
14593	NY & CO AND DESIGN	3, 42	Lemco, Inc.	4-2006-005756	5/5/2006				No
8140	NY & CO AND DESIGN	1, 25, 42	Lemco, Inc.	4-2000-002256	3/22/2000	4-2000-002256	4/28/2006		No

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4706	LERNER NEW YORK	25, 39	Lemco, Inc.	926,844	7/29/1994	98,228	7/29/1994		No
14802	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/30/2007	926,844	7/19/2007		No
8253	NY & CO AND DESIGN	3, 25, 35, 39	Lemco, Inc.	Z-216047	3/29/2000	149,292	12/15/2003		No

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2338	LERNER	25	Lemco, Inc.	234,715	5/5/1986	234,715	10/1/1991		No
2337	LERNER	42	Lemco, Inc.	234,716	5/5/1986	234,716	12/3/1991		No
14809	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	12/2/2007	926,844	7/19/2007		No
14910	NEW YORK & COMPANY	35	Lemco, Inc.	N/23945	5/21/2007				No
14911	NEW YORK & COMPANY	25	Lemco, Inc.	N/28944	5/21/2007				No
7996	NY & CO AND DESIGN	1, 25, 35	Lemco, Inc.	344,857	3/17/2000	344,857	3/22/2001		No

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
14529	LERNER	4	Lemco, Inc.	69,015	6/19/2006				No
14526	LERNER	6	Lemco, Inc.	69,017	6/19/2006				No
14525	LERNER	18	Lemco, Inc.	69,018	6/19/2006				No
14530	LERNER	25	Lemco, Inc.	69,019	6/19/2006				No
2335	LERNER	14	Lemco, Inc.		7/24/1986	27,285	12/23/1986		No
5189	LERNER	14, 18, 25	Lemco, Inc.		5/15/1990	7,507	3/10/1987		No
2336	LERNER	16	Lemco, Inc.		7/24/1986	27,286	12/23/1986		No
2334	LERNER	25	Lemco, Inc.		8/28/1981	23,928-A	12/10/1981		No
11632	LERNER	35	Lemco, Inc.		6/24/2003	59,906	10/27/2004		No
10604	LERNER	42	Lemco, Inc.		7,158		4/15/1980		No
10336	LERNER	42	Lemco, Inc.		7,159		7/10/1979		No
11628	LERNER NEW YORK	3	Lemco, Inc.		6/24/2003	59,901	10/27/2004		No
11630	LERNER NEW YORK	25	Lemco, Inc.		6/24/2003	59,902	10/27/2004		No
11631	LERNER NEW YORK	35	Lemco, Inc.		6/24/2003	59,905	10/27/2004		No
11697	LERNER NY	3	Lemco, Inc.		8/29/2003				No
11696	LERNER NY	35	Lemco, Inc.		8/29/2003	60,275	10/27/2004		No
11695	LERNER NY	25	Lemco, Inc.		8/29/2003	60,274	10/27/2004		No
11490	NEW YORK & COMPANY	35	Lemco, Inc.		5/8/2003	59,655	10/28/2004		No
11489	NEW YORK & COMPANY	25	Lemco, Inc.		5/8/2003	59,656	10/27/2004		No
11488	NEW YORK & COMPANY	3	Lemco, Inc.		5/8/2003	59,564	10/27/2004		No

Country		Qatar							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
14866	NEW YORK & COMPANY	35	Lemco, Inc.	43198	2/12/2007				No
14865	NEW YORK & COMPANY	25	Lemco, Inc.	43197	2/12/2007				No
8217	NY & CO AND DESIGN	35	Lemco, Inc.	22572	4/12/2000				No
8219	NY & CO AND DESIGN	25	Lemco, Inc.	22571	4/12/2000				No
8218	NY & CO AND DESIGN	3	Lemco, Inc.	22570	4/12/2000				No

Country		Romania							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
3275	LERNER NEW YORK	25,42	Lemco, Inc.	52,461	8/31/1994	24,183	8/31/1994		No
14904	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/8/2007	926,844	7/19/2007		No
8369	NY & CO AND DESIGN	3, 25, 42	Lemco, Inc.	M 2000 01204	3/14/2000	42,311	3/14/2000		No

Country		Russian Federation							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4070	LERNER NEW YORK	3, 14, 18, 25, 42	Lemco, Inc.	94,019,044	6/1/1994	134,936	1/24/1995		No
14865	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/8/2007	926,844	7/19/2007		No
8105	NY & CO AND DESIGN	3, 25, 42	Lemco, Inc.	2000705692	3/5/2000	217,209	7/17/2002		No

Country		Saudi Arabia							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4580	LERNER NEW YORK	42	Lemco, Inc.	28,302	2/1/1995	364,311	12/24/1995		No
4579	LERNER NEW YORK	25	Lemco, Inc.	26,208	10/8/1994	341,666	5/29/1995		No
5009	LERNER NEW YORK	39	Lemco, Inc.	28,290	2/1/1995	364,310	12/24/1995		No
14928	NEW YORK & COMPANY	18	Lemco, Inc.	119,240	7/4/2007				No
14929	NEW YORK & COMPANY	25	Lemco, Inc.	119,241	7/4/2007				No
14927	NEW YORK & COMPANY	3	Lemco, Inc.	119,239	7/4/2007				No
14930	NEW YORK & COMPANY	35	Lemco, Inc.	119,242	7/4/2007				No
8367	NY & CO AND DESIGN	1	Lemco, Inc.	64,048	4/26/2000	742,333	8/25/2004		No
8368	NY & CO AND DESIGN	25	Lemco, Inc.	64,049	4/26/2000	742,334	8/25/2004		No
8366	NY & CO AND DESIGN	15	Lemco, Inc.	64,157	5/12/2000	572,664	5/29/2001		No

Country Serbia and Montenegro

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2352	LERNER	25	Lemco, Inc.		5/14/1986	32003-Z	9/5/1988		No
14826	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/2/2007	926,844	7/19/2007		No
8002	NY & CO AND DESIGN	3, 25, 35	Lemco, Inc.	Z-582000	4/14/2000	46,536	12/1/2003		No

Country Singapore

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
3587	LERNER NEW YORK	25	Lemco, Inc.	1033096	9/25/1996	T9610330G	9/25/1996		No
6620	LERNER NEW YORK	35	Lemco, Inc.	T99/004701	1/15/1999	T99/004701	1/15/1999		No
3564	LERNER NEW YORK AND LADY DESIGN	42	Lemco, Inc.	44897	1/15/1997	T97/00448E	1/15/1997		No
14807	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/2/2007	926,844	7/19/2007		No
8005	NY & CO AND DESIGN	25	Lemco, Inc.	T00/04986A	3/28/2000	T00/04986A	3/28/2000		No
8006	NY & CO AND DESIGN	35	Lemco, Inc.	T00/04988H	3/28/2000	T00/04988H	2/13/2003		No
8004	NY & CO AND DESIGN	3	Lemco, Inc.	T00/04987Z	3/28/2000	T00/04987Z	10/28/2002		No

Country Slovak Republic

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
14818	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/7/2007	926,844	7/19/2007		No
8236	NY & CO AND DESIGN	3, 25, 35, 39	Lemco, Inc.	PO2 1318-2000	5/22/2000	196,141	7/16/2001		No

Country South Africa

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
8134	NY & CO AND DESIGN	3	Lemco, Inc.	2000/04509	3/14/2000	2000/04509	2/18/2005		No
8136	NY & CO AND DESIGN	35	Lemco, Inc.	2000/04511	3/14/2000	2000/04511	2/18/2005		No
8135	NY & CO AND DESIGN	25	Lemco, Inc.	2000/04510	3/14/2000	2000/04510	2/18/2005		No

Country South Korea

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2320	LERNER	36	Lemco, Inc.	86-734	5/14/1986	7,100	6/10/1987		No
2321	LERNER	45	Lemco, Inc.	86-8748	5/14/1986	143,701	7/30/1987		No
3567	LERNER NEW YORK	35, 36, 44, 45	Lemco, Inc.	93-2091	4/20/1993	32,539	7/29/1996		No
14809	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/7/2007	926,844	7/19/2007		No
7975	NY & CO AND DESIGN	3, 25, 35	Lemco, Inc.	2000-1324	3/21/2000	5,471	5/28/2002		No

Country: Spain									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2312	LERNER	42	Lernco, Inc.	1,188,761	4/7/1987	1,188,761	10/2/1989		No
4431	LERNER NEW YORK	25	Lernco, Inc.	1,910,655	6/27/1994	1,910,655	3/5/1995		No
14810	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	1/22/2007	926,844	7/19/2007		No
7995	NY & CO AND DESIGN	25	Lernco, Inc.	2,312,983	3/24/2000	2,312,583	2/5/2001		No
7991	NY & CO AND DESIGN	3	Lernco, Inc.	2,302,982	3/24/2000	2,302,582	2/5/2001		No
8124	NY & CO AND DESIGN	35	Lernco, Inc.	2,302,984	3/24/2000	2,302,584	4/20/2001		No

Country: Sri Lanka									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2323	LERNER	42	Lernco, Inc.	51,353	5/7/1986	51,353	9/10/1990		No
2322	LERNER	25	Lernco, Inc.	51,351	5/14/1986	51,351	3/19/1992		No
14823	NEW YORK & COMPANY	35	Lernco, Inc.	137,099	1/12/2007				No
14824	NEW YORK & COMPANY	25	Lernco, Inc.	137,091	1/12/2007				No
8044	NY & CO AND DESIGN	42	Lernco, Inc.	96,998	3/23/2000	96,998	9/14/2004		No
8043	NY & CO AND DESIGN	25	Lernco, Inc.	96,999	3/23/2000	96,999	4/28/2006		No
8045	NY & CO AND DESIGN	3	Lernco, Inc.	96,996	3/23/2000				No

Country: Sweden									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4468	LERNER NEW YORK	25, 35, 39	Lernco, Inc.	94,467,93	6/29/1994	302,523	6/2/1995		No
14811	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	1/31/2007	926,844	7/19/2007		No
8028	NY & CO AND DESIGN	3, 25, 35	Lernco, Inc.	00,423,56	3/23/2000	348,299	8/11/2001		No

Country: Switzerland									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2304	LERNER	25	Lernco, Inc.		6/4/1986	P348,9,5	11/21/1986		No
3898	LERNER NEW YORK	15, 36, 39, 40, 41, 42	Lernco, Inc.	5312,1993,9	4/1/1993	409,696	5/24/1994		No
14812	NEW YORK & COMPANY	1, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No
8214	NY & CO AND DESIGN	1, 25, 35	Lernco, Inc.	029872000	3/14/2000	477,497	10/26/2000		No

TRADEMARK

REEL: 003689 FRAME: 0548

Country		Taiwan							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
1751	LERNER	25	Lentoo, Inc.	85053969	10/23/1996	774,403	9/1/1997		No
1285	LERNER	18	Lentoo, Inc.	85053968	10/23/1996	783,341	11/1/1997		No
2344	LERNER	5	Lentoo, Inc.	78,021,889		492,631	8/1/1990		No
7883	LERNER	3	Lentoo, Inc.	89,007,339	2/14/2000	942,268	6/1/2001		No
S295	LERNER NEW YORK	42	Lentoo, Inc.	84065884	12/30/1995	91,398	6/1/1997		No
14379	NEW YORK & COMPANY	3,35	Lentoo, Inc.	95011106	3/9/2006				No
14831	NEW YORK & COMPANY	3, 14, 18, 25, 35	Lentoo, Inc.	96,001,392	1/10/2007				No
14909	NEW YORK & COMPANY	3,35	Lentoo, Inc.		3/9/2006				No
8117	NY & CO AND DESIGN	25	Lentoo, Inc.	89,016,388	3/27/2000	1,037,822	3/16/2003		No
8116	NY & CO AND DESIGN	35	Lentoo, Inc.	89,016,385	3/27/2000	150,280	10/16/2001		No
8115	NY & CO AND DESIGN	3	Lentoo, Inc.	89,016,393	3/27/2000	991,763	4/1/2002		No

Country		Tangier							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2408	LERNER NEW YORK	25,42	Lentoo, Inc.		8/18/1994	9,947	10/20/1994		No

Country		Thailand							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2341	LERNER	25	Lentoo, Inc.	309,914	6/13/1986	46,404	12/30/1986		No
14833	NEW YORK & COMPANY	25	Lentoo, Inc.	651,561	1/25/2007				No
14832	NEW YORK & COMPANY	35	Lentoo, Inc.	651,562	1/25/2007				No
8111	NY & CO AND DESIGN	3	Lentoo, Inc.	415,518	3/28/2000	148,214	1/22/2001		No

Country		Turkey							
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
2342	LERNER	25	Lentoo, Inc.		6/15/1987	100,004	6/15/1987		No
12104	LERNER	35	Lentoo, Inc.	200,001,334	1/21/2004	200,001,334	1/21/2004		No
12090	NEW YORK & COMPANY	25,35	Lentoo, Inc.	200,001,330	1/21/2004	200,001,330	1/21/2004		No

Country: Ukraine									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
4491	LERNER NEW YORK	25, 42	Lemco, Inc.	94083022T	8/23/1994	12,102	6/7/1999		No
14813	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No
8247	NY & CO AND DESIGN	3, 25, 35	Lemco, Inc.	2080041478	4/11/2000	26,696	9/15/2002		No

Country: United Arab Emirates									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
14938	NEW YORK & COMPANY	35	Lemco, Inc.	97,122	7/5/2007				No
14935	NEW YORK & COMPANY	3	Lemco, Inc.	97,119	7/5/2007				No
14936	NEW YORK & COMPANY	18	Lemco, Inc.	97,120	7/5/2007				No
8501	NY & CO AND DESIGN	42	Lemco, Inc.	36,973	6/18/2000	28,862	10/15/2001		No
8502	NY & CO AND DESIGN	3	Lemco, Inc.	36,971	6/18/2000	28,860	10/15/2001		No
8503	NY & CO AND DESIGN	25	Lemco, Inc.	36,972	6/18/2000	28,861	10/15/2001		No

Country: United Kingdom									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
3913	LERNER	25	Lemco, Inc.	1,568,311	10/31/1994	1,568,311	2/16/1996		No
3914	LERNER	42	Lemco, Inc.	1,568,723	10/31/1994	1,568,723	1/22/1995		No
1812	LERNER	16	Lemco, Inc.	2,025,502	6/29/1995	2,025,502	1/3/1997		No
14814	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lemco, Inc.	926,844	1/5/2007	926,844	7/19/2007		No
7907	NY & CO AND DESIGN	3, 25	Lemco, Inc.	2,225,601	3/13/2000	2,225,601	8/25/2000		No
7906	NY & CO AND DESIGN	35	Lemco, Inc.	2,225,577	3/13/2000	2,225,577	7/28/2001		No

Country: United States									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
14867	LERNER	35	Lemco, Inc.	77/52,566	4/10/2007				Yes
2349	LERNER	14, 18, 25	Lemco, Inc.	608,444	7/8/1986	1,431,895	3/10/1987		No
2350	LERNER	42	Lemco, Inc.	156,600	1/26/1978	1,122,084	7/10/1979		No
2756	LERNER AND DESIGN	42	Lemco, Inc.	193,271	1/14/1978	1,133,390	4/5/1980		No
6206	LERNER NEW YORK	35	Lemco, Inc.	474,151	4/28/1998	2,260,860	7/3/1999		No
1539	LERNER NEW YORK	42	Lemco, Inc.	703,353	7/19/1995	1,987,113	7/6/1996		No
14891	LERNER WOMAN	18, 25, 35	Lemco, Inc.	77/187,934	5/23/2007				Yes
8337	NEW YORK & COMPANY	18, 25, 36	Lemco, Inc.	76/056,009	6/12/2000	2,629,986	10/8/2002		Yes
11925	NEW YORK & COMPANY	3	Lemco, Inc.	78/349,358	1/8/2004				Yes
11936	NEW YORK & COMPANY	9, 14, 18, 20, 25, 26	Lemco, Inc.	78/349,339	1/8/2004	3,026,644	12/13/2005		No

14680	NEW YORK & COMPANY REWARDS CLUB	35	Lemco, Inc.	77001,769	9/18/2006				Yes
12230	NY & C AND DESIGN	18,25	Lemco, Inc.	78402,450	4/15/2004				No
13267	NY & C PLATINUM	25	Lemco, Inc.	78631,404	5/17/2005				Yes
14990	NY & C PLATINUM AND RECTANGLE DESIGN	18	Lemco, Inc.	77181,232	5/15/2007				Yes
14388	NY POCKET STITCHING DESIGN	25	Lemco, Inc.	78847,002	3/27/2006				No

Country Uruguay									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	TTU
2351	LERNER	25,42	Lemco, Inc.		5/24/1986	297,612	10/13/1987		No
7956	NY & CO AND DESIGN	3,25,35	Lemco, Inc.	321,188	3/14/2003	321,183	10/10/2000		No

Country Venezuela									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	TTU
4353	LERNER NEW YORK	42	Lemco, Inc.	7,956-94	6/31/1991				No
4352	LERNER NEW YORK	25	Lemco, Inc.	1994-007935	6/16/1994	P-231,269	9/10/1999		No
8001	NY & CO AND DESIGN	25	Lemco, Inc.	2008-001738	2/7/2008				No
8355	NY & CO AND DESIGN		Lemco, Inc.	2008-001737	2/7/2008				No
8002	NY & CO AND DESIGN	3	Lemco, Inc.	2008-001739	2/7/2008				No

Country Vietnam									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	TTU
3569	LERNER NEW YORK	3,14,18,25,42	Lemco, Inc.	12,916	4/28/1993	10,850	1/24/1994		No
14815	NEW YORK & COMPANY	3,9,14,18,20,23,26,35,36	Lemco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No
8645	NY & CO AND DESIGN	3,25,35	Lemco, Inc.	45,632	3/14/2000	37,733	7/11/2001		No

Country Virgin Islands (US)									
ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	TTU
7368	LERNER	42	Lemco, Inc.			6,783	4/2/1996		No
2761	LERNER	14,18,25	Lemco, Inc.		4/24/1996	6,379	4/2/1996		No
10732	LERNER AND DESIGN	42	Lemco, Inc.			6,784	3/17/1986		No

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	FTU
7154	LERNER NEW YORK	35	Lernco, Inc.	5,510	8/30/1997	5,510	9/21/2001		No
7153	LERNER NEW YORK	25	Lernco, Inc.	5,509	8/30/1997	5,509	9/21/2001		No
8725	NY & CO AND DESIGN	35	Lernco, Inc.	8,057	4/5/2000	8,057	12/1/2004		No
8723	NY & CO AND DESIGN	3	Lernco, Inc.	8,056	4/5/2000	8,056	12/1/2004		No
8724	NY & CO AND DESIGN	25	Lernco, Inc.	8,058	4/5/2000	8,058	12/1/2004		No

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	FTU
14782	NEW YORK & COMPANY	3, 9, 14, 18, 20, 25, 26, 35, 36	Lernco, Inc.	926,844	1/3/2007	926,844	7/19/2007		No

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	FTU
8207	NY & CO AND DESIGN	25	Lernco, Inc.	3762000	3/28/2000	3762000	10/7/2002		No
7950	NY & CO AND DESIGN	3	Lernco, Inc.	3752000	3/28/2000	3752000	10/7/2002		No
8206	NY & CO AND DESIGN	35	Lernco, Inc.	3772000	3/28/2000	3772000	10/7/2002		No

**SECOND AMENDED AND RESTATED
COLLATERAL ASSIGNMENT OF TRADEMARKS
(SECURITY AGREEMENT)**

THIS SECOND AMENDED AND RESTATED COLLATERAL ASSIGNMENT OF TRADEMARKS (SECURITY AGREEMENT) (this "Agreement"), dated August 22, 2007, is made among LERNCO, INC., a Delaware corporation ("Lernco"), and JASMINE COMPANY, INC., a Massachusetts corporation ("Jasmine" and together with Lernco, each individually a "Pledgeor" and collectively, "Pledgors"), each with offices at 450 West 33rd Street, New York, New York 10001, in favor of WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association, with an office at 1133 Avenue of the Americas, New York, New York 10036, in its capacity as agent (in such capacity, "Pledgee"), for the Lenders and Bank Product Providers (as defined in the Loan Agreement).

WITNESSETH:

WHEREAS, Lernco has previously entered into the Amended and Restated Collateral Assignment of Trademarks (Security Agreement), dated as of March 16, 2004 (the "Existing Security Agreement"), in order to further evidence Lernco's grant in favor of Pledgee, of a security interest in the Trademarks (as defined herein) and the goodwill and certain other assets with respect to the Trademarks, as further set forth therein.

WHEREAS, Pledgee, Pledgors, Lerner New York, Inc. ("Lerner" and together with Pledgors, collectively, "Borrowers"), Guarantors, and the Persons from time to time party thereto as lenders ("Lenders"), have amended and restated or are about to amend and restate the existing financing arrangements of Pledgee, Lenders, Borrowers and Guarantors pursuant to which Lenders (or Pledgee on behalf of Lenders) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Second Amended and Restated Loan and Security Agreement, dated as of the date hereof, by and among Pledgee, Lenders, Borrowers and Guarantors (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Guarantee (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements").

WHEREAS, Lernco owns all right, title, and interest in and to, among other things, all the trademarks, United States trademarks and trademark registrations, and the trademark applications and tradenames, set forth on Exhibit A-1 hereto (the "Lernco Trademarks") and Jasmine owns all right, title, and interest in and to, among other things, all the trademarks, United States trademarks and trademark registrations, and the trademark applications and tradenames, set forth on Exhibit A-2 hereto (the "Jasmine Trademarks", and collectively, together with the Lernco Trademarks", the "Trademarks"); and

WHEREAS, in furtherance of the terms of the Financing Agreements and in consideration of Pledgee and the Lenders entering into the Loan Agreement, Pledgors and Pledgee wish to amend and restate the Existing Security Agreement.

NOW THEREFORE, for valuable consideration received and to be received, and as security for the full payment and performance of the Obligations (as defined in the Loan Agreement) arising from the Loan Agreement, and to induce Pledgee and the Lenders to make and continue to make loans and advances to the Borrowers under the Loan Agreement, Pledgors and Pledgee hereby amend and restate the Existing Security Agreement in its entirety as set forth in this Agreement and Pledgors hereby grant to Pledgee, for itself and the ratable benefit of the Lenders and Bank Product Providers, a security interest in:

- (a) the Trademarks;
- (b) all registrations of the Trademarks in any State of the United States and any foreign countries and localities;
- (c) all tradenames, trademarks and trademark registrations hereafter adopted or acquired and used, including, but not limited to, those which are based upon or derived from the Trademarks or any variations thereof (the "Future Trademarks");
- (d) all extensions, renewals, and continuations of the Trademarks and Future Trademarks and the registrations referred to in clause (b) above;
- (e) all rights to sue for past, present and future infringements of the Trademarks and Future Trademarks;
- (f) all packaging, labeling, trade names, service marks, logos, and trade dress including or containing the Trademarks and Future Trademarks, or a representation thereof, or any variation thereof;
- (g) all licenses and other agreements under which each Pledgor is licensor, but only to the extent that the grant of a security interest therein would not be prohibited by or be a breach of terms thereof, and all fees, rents, royalties, proceeds or monies thereunder, relating to the Trademarks and Future Trademarks and the use thereof; and
- (h) all goodwill of each Pledgor's business connected with, symbolized by or in any way related to the items set forth in clauses (a) through (g) above.

All of the foregoing items set forth in clauses (a) through (h) are hereinafter referred to collectively as the "Collateral."

AND Pledgors hereby covenants with Pledgee as follows:

1. Pledgors' Obligations. Each Pledgor agrees that, notwithstanding this Agreement, it will perform and discharge and remain liable for all its covenants, duties, and obligations arising in connection with the Collateral and any licenses and agreements related thereto. Pledgee shall have no obligation or liability in connection with the Collateral or any licenses or

agreements relating thereto by reason of this Agreement or any payment received by Pledgee or any Lender relating to the Collateral, nor shall Pledgee or any Lender be required to perform any covenant, duty, or obligation of each Pledgor arising in connection with the Collateral or any license or agreement related thereto or to take any other action regarding the Collateral or any such licenses or agreement.

2. Representations and Warranties. Each Pledgor represents and warrants to Pledgee that:

(a) Pledgors are the owner of the Collateral, and no adverse claims have been made with respect to its title to or the validity of the Collateral;

(b) the Trademarks are the only trademarks, trademark registrations, trademark applications and trade names in which Pledgors have all right, title and interest;

(c) none of the Collateral is subject to any prior mortgage, pledge, lien, security interest, lease, charge, encumbrance or license (by Pledgors as licensor), except for Pledgee's interests granted hereunder and under the Existing Security Agreement; and

(d) when this Agreement is filed in the United States Patent and Trademark Office (the "Trademark Office") and the Pledgee has taken the other actions contemplated in this Agreement and by the Financing Agreements, if, and to the extent that a security interest may be perfected in such Collateral under applicable law this Agreement will create a legal and valid perfected and continuing lien on and security interest in the Collateral in favor of Pledgee (except for any non-U.S. Trademarks), enforceable against Pledgors and all third parties, subject to no other prior mortgage, lien, charge, encumbrance, or security or other interest.

3. Covenants. Each Pledgor will maintain the Collateral, defend the Collateral against the claims of all persons, and will maintain and renew all registrations of the Collateral; notwithstanding the foregoing, Pledgors will not be required to maintain, renew or defend any Collateral which, in Pledgors' reasonable judgment, no longer has any material economic value. Pledgors will maintain at least the same standards of quality (which Pledgee has reviewed) for the goods and services in connection with which the Trademarks are used as Pledgors maintained for such goods and services prior to entering into this Agreement. Pledgee shall have the right to enter upon Pledgors' premises as provided in the Financing Agreements to monitor such quality standards. Without limiting the generality of the foregoing, and so long as any Trademark or Future Trademark, in Pledgors' reasonable judgment, has material economic value, Pledgors shall not permit the expiration, termination or abandonment of such Trademark or Future Trademark without the prior written consent of Pledgee. If, before the Obligations have been satisfied in full and the Financing Agreements have been terminated, Pledgors shall be licensed to use any new trademark, or become entitled to the benefit of any trademark application or trademark registration, the provisions of Section 1 hereof shall automatically apply thereto and Pledgors shall give Pledgee prompt notice thereof in writing.

4. Use Prior to Default. Effective until Pledgee's exercise of its rights and remedies upon an Event of Default under and as defined in the Financing Agreements (an "Event of

Default"), Pledgors shall be entitled to use the Collateral in the ordinary course of its business, subject to the terms and covenants of the Financing Agreements and this Agreement.

5. Remedies Upon Default. Whenever any Event of Default shall occur and be continuing, Pledgee shall have all the rights and remedies granted to it in such event by the Financing Agreements, which rights and remedies are specifically incorporated herein by reference and made a part hereof, and any and all rights and remedies of law available to Pledgee. Pledgee in such event may collect directly any payments due to Pledgors in respect of the Collateral and may sell, license, lease, assign, or otherwise dispose of the Collateral in the manner set forth in the Financing Agreements. Each Pledgor agrees that, in the event of any disposition of the Collateral upon and during the continuance of any such Event of Default, it will duly execute, acknowledge, and deliver all documents necessary or advisable to record title to the Collateral in any transferee or transferees thereof, including, without limitation, valid, recordable assignments of the Trademarks or Future Trademarks. In the event Pledgors fail or refuse to execute and deliver such documents, each Pledgor hereby irrevocably appoints Pledgee as its attorney-in-fact, with power of substitution, to execute, deliver, and record any such documents on each Pledgor's behalf as provided in the Financing Agreements. Notwithstanding any provision hereof to the contrary, during the continuance of an Event of Default, Pledgors may sell any merchandise or services bearing the Trademarks and Future Trademarks in the ordinary course of its business and in a manner consistent with its past practices, until it receives written notice from Pledgee to the contrary. The preceding sentence shall not limit any right or remedy granted to Pledgee with respect to each Pledgor's inventory under the Financing Agreements or any other agreement now or hereinafter in effect.

6. Cumulative Remedies. The rights and remedies provided herein are cumulative and not exclusive of any other rights or remedies provided by law. The rights and remedies provided herein are intended to be in addition to and not in substitution of the rights and remedies provided by the Financing Agreements or any other agreement or instrument delivered in connection therewith.

7. Amendments and Waivers. This Agreement may not be modified, supplemented, or amended, or any of its provisions waived except in a writing signed by Pledgors and Pledgee. Pledgors hereby authorize Pledgee to modify this Agreement by amending Exhibit A hereto to include any Future Trademarks.

8. Waiver of Rights. No course of dealing between the parties to this Agreement or any failure or delay on the part of any such party in exercising any rights or remedies hereunder shall operate as a waiver of any rights and remedies of such party or any other party, and no single or partial exercise of any rights or remedies by one party hereunder shall operate as a waiver or preclude the exercise of any other rights and remedies of such party or any other party. No waiver by Pledgee of any breach or default by Pledgors shall be deemed a waiver of any other previous breach or default or of any breach or default occurring thereafter.

9. Assignment. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective successors and assigns of the parties hereto; provided, however, that no interest herein or in or to the Collateral may be assigned by Pledgors without the prior written

consent of Pledgee; and, provided further, that Pledgee may assign the rights and benefits hereof to any party acquiring any interest in the Obligations or any part thereof.

10. Future Acts. Until the Obligations shall have been paid in full, Pledgors shall have the duty to make applications on material unregistered, but registrable as trademarks, Collateral owned by each Pledgor in any location where each Pledgor does business, to prosecute such applications diligently, and to preserve and maintain all rights in the material Trademarks and the other material Collateral, except to the extent Pledgors reasonably determine that such Trademarks do not have any material economic value. Any expenses incurred in connection with such applications and other actions shall be borne by Pledgors. Pledgors shall not abandon any right to file a trademark application or registration for any trademark, or abandon any such pending trademark application or registration, without the consent of Pledgee, except to the extent that Pledgors reasonably determines that the trademark covered by such application or registration has no material economic value.

11. Enforcement. Upon Pledgors' failure to do so after Pledgee's demand, or upon the occurrence and during the continuance of an Event of Default, Pledgee shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Trademarks and Future Trademarks and any license thereunder, having material economic value to the Pledgee, in which event Pledgors shall at the request of Pledgee do any and all lawful acts and execute any and all proper documents required by Pledgee in aid of such enforcement and Pledgors shall promptly, upon demand, reimburse and indemnify Pledgee or its agents for all costs and expenses incurred by Pledgee in the exercise of its rights under this Section 11.

12. Release. At such time as Pledgors shall completely satisfy all of the non-contingent Obligations, and the Financing Agreements have been terminated, other than upon enforcement of Pledgee's remedies under the Financing Agreements after an Event of Default, Pledgee will, at Pledgors' sole cost and expense, execute and deliver to each Pledgor a release or other instrument as may be necessary or proper to release each Pledgor's lien in the Collateral, subject to any dispositions thereof which may have been made by Pledgee pursuant hereto and as may be necessary to record such release with the U.S. Patents and Trademarks Office, or equivalent authority.

13. Severability. If any clause or provision of this Agreement shall be held invalid or unenforceable, in whole or in part, in any jurisdiction, such invalidity or unenforceability shall attach only to such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such or any other clause or provision in any other jurisdiction.

14. Notices. All notices, requests and demands to or upon Pledgors or Pledgee under this Agreement shall be given in the manner prescribed by the Financing Agreements.

15. Governing Law. This Agreement shall be governed by and construed, applied, and enforced in accordance with the federal laws of the United States of America applicable to trademarks and the laws of the State of New York, except that no doctrine of choice of law shall be used to apply the laws of any other State or jurisdiction. The parties agree that all actions or proceedings arising in connection with this Agreement shall be tried and litigated only in the state and federal courts located in the State of New York, New York County, or in the United

States District Court for the Southern District of New York, whichever Pledgee may elect (except that Pledgee shall have the right to bring any action or proceeding against any Pledgor or its property in the courts of any other jurisdiction which Pledgee deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against any Pledgor or its property). PLEDGORS AND PLEDGEE EACH WAIVES THE RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION, OR CAUSE OF ACTION ARISING UNDER THIS AGREEMENT, WHETHER NOW EXISTING OR HEREAFTER ARISING, AND ANY RIGHT EITHER MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS, LACK OF PERSONAL JURISDICTION, OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION.

16. Counterparts, etc. This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

17. Supplement. This Agreement is a supplement to, and is hereby incorporated into, the Financing Agreements and made a part thereof.

18. Interpretation. To the extent that any covenants set forth in Section 3 hereto, or representations or warranties set forth in Section 2 hereto are in direct conflict with the terms of any covenants, representations or warranties contained in the Financing Agreements, the terms of this Agreement shall control. To the extent any other provisions of this Agreement are in direct conflict with the terms of any other provisions of the Financing Agreements, the terms of the Financing Agreements shall control.

19. Acknowledgment and Restatement.

(a) Each Pledgor hereby acknowledges, confirms and agrees that each Pledgor is indebted to Pledgee and Lenders in respect of any obligations, liabilities or indebtedness for loans, advances and letter of credit accommodations to Pledgee under the Existing Loan Agreement, the Existing Security Agreement or the other Existing Financing Agreements, together with all interest accrued and accruing thereon, and all fees, costs, expenses and other charges relating thereto, all of which are unconditionally owing by each Pledgor to Pledgee without offset, defense, or counterclaim of any kind, nature or description whatsoever. Each Pledgor hereby ratifies, assents, adopts and agrees to pay all of the Obligations arising before, on or after the date hereof.

(b) Each Pledgor hereby acknowledges, confirms and agrees that Pledgee has and shall continue to have, for itself and the benefit of Lenders, valid, enforceable and perfected first priority security interests in and liens upon all of the Collateral heretofore granted to Pledgee pursuant to the Existing Security Agreement to secure all of the Obligations subject only to liens permitted under the Loan Agreement and the other Financing Agreements.

(c) Each Pledgor hereby acknowledges, confirms and agrees that: (i) the Existing Security Agreement has been duly executed and delivered by Pledgors and is in full force and effect as of the date hereof; (ii) the agreements and obligations of Pledgors contained in the Existing Security Agreement constitute legal, valid and binding obligations of Pledgors enforceable against it in accordance with the terms thereof, and Pledgors have no valid defense, offset or counterclaim to the enforcement of such obligations; and (iii) Pledgee and Lenders are entitled to all of the rights, remedies and benefits provided for in the Existing Security Agreement.


(d) Except as otherwise stated in Section 19(b) hereof and in this Section 19(d), as of the date hereof, the terms, conditions, agreements, covenants, representations and warranties set forth in the Existing Security Agreement are hereby amended and restated in their entirety, and as so amended and restated, are replaced and superseded by the terms, conditions, agreements, covenants, representations and warranties set forth in this Agreement, except that nothing herein shall impair or adversely affect the continuation of the liability of Pledgors for the obligations or the security interests and liens heretofore granted, pledged or assigned to Pledgee for itself and the benefit of Lenders. The amendment and restatement contained herein shall not, in any manner, be construed to constitute payment of, or impair, limit, cancel or extinguish, or constitute a novation in respect of, the indebtedness and other obligations and liabilities of Pledgors evidenced by or arising under the Existing Security Agreement and any of the other Existing Financing Agreements to which Pledgors are a party, and the liens and security interests securing such indebtedness and other obligations and liabilities shall not in any manner be impaired, limited, terminated, waived or released.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

PLEDGORS

LERNCO, INC.,
a Delaware corporation

By: 
Name: Ronald W. Ristau
Title: President

JASMINE COMPANY, INC.,
a Massachusetts corporation

By: 
Name: Ronald W. Ristau
Title: President

PLEDGEE

**WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent**

By: _____
Name: _____
Title: _____

Signature Page to Second Amended and Restated
Collateral Assignment of Trademarks

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first written above.

PLEDGORS

LERNCO, INC.,
a Delaware corporation

By: _____
Name: _____
Title: _____

JASMINE COMPANY, INC.,
a Massachusetts corporation

By: _____
Name: _____
Title: _____

PLEDGEE

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Agent

By: 2/2/05
Name: _____
Title: ASB

Signature Page to Second Amended and Restated
Collateral Assignment of Trademarks

EXHIBIT A -1

List of Lernco Trademarks

See Attached.

EXHIBIT A -2

List of Jasmine Trademarks

See Attached.

Trademarks

ID	Mark	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allopr. Dt	ITU
14906	JASCLUB	35	Jasmine Company Inc.	77193,913	5/1/2007				Yes
14753	JASMINESOLA	3	Jasmine Company Inc.	77125,204	10/19/2006				Yes
14078	JASMINESOLA	35	Jasmine Company Inc.	78343,879	1/12/2005	3,111,420	7/4/2006		No
14080	JASMINESOLA	35	Jasmine Company Inc.	78347,849	1/14/2005				Yes
14079	JASMINESOLA	14, 18, 25	Jasmine Company Inc.	78347,059	1/13/2005	3,156,359	10/17/2006		No
14752	JASMINESOLA AND DESIGN	3	Jasmine Company Inc.	77125,225	10/19/2006				Yes

TRADEMARK

REEL: 003689 FRAME: 0564

RECORDED: 12/17/2007