

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Filene's Basement, Inc.		01/23/2008	CORPORATION: DELAWARE
Retail Ventures Licensing, Inc.	FORMERLY Value City Acquisition Corp.	01/23/2008	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	National City Business Credit, Inc., Collateral Agent
Street Address:	2300 Crown Colony Drive
Internal Address:	Suite 202
City:	Quincy
State/Country:	MASSACHUSETTS
Postal Code:	02169
Entity Type:	CORPORATION: OHIO

PROPERTY NUMBERS Total: 20

Property Type	Number	Word Mark
Registration Number:	2798478	THE BASEMENT
Registration Number:	1526992	BASIC GEAR
Registration Number:	1529807	BASIC GEAR
Registration Number:	1453285	BOSTON CLIPPER QUALITY & TRADITION
Registration Number:	1521882	GLOBAL VIEW
Registration Number:	1524651	GLOBAL VIEW
Registration Number:	2604163	A GREAT VALUE NEVER GOES OUT OF STYLE
Registration Number:	3052705	"I JUST GOT A BARGAIN!"
Registration Number:	1522736	LAUREN ALLEN
Registration Number:	1524649	ML STUDIO
Registration Number:	1523624	RICHARDS & JONES
Registration Number:	3205783	RUNNING OF THE BRIDES

TRADEMARK

REEL: 003722 FRAME: 0448

900099569

CH \$515.00 2798478

Registration Number:	1733150	SADDLES
Registration Number:	1609153	LESLIE FAY
Registration Number:	2489250	LADY LESLIE DIVISION OF LESLIE FAY
Registration Number:	0513305	LESLIE FAY
Registration Number:	3218760	LESLIE FAY
Registration Number:	3199657	LESLIE FAY INTIMATE
Registration Number:	3218761	LESLIE FAY SPORT
Registration Number:	3199658	LESLIE FAY WOMAN

CORRESPONDENCE DATA

Fax Number: (703)415-1557

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

Phone: 703-415-1555

Email: mail@specializedpatent.com

Correspondent Name: Christopher E. Kondracki

Address Line 1: 2001 Jefferson Davis, Hwy., Suite 1007

Address Line 4: Arlington, VIRGINIA 22202

ATTORNEY DOCKET NUMBER:	8020801
NAME OF SUBMITTER:	Christopher E. Kondracki
Signature:	/Christopher E. Kondracki/
Date:	02/20/2008

Total Attachments: 13

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**SECOND AMENDED AND RESTATED TRADEMARK AND
TRADEMARK APPLICATIONS SECURITY AGREEMENT**

January 23, 2008

THIS SECOND AMENDED AND RESTATED TRADEMARK AND TRADEMARK APPLICATIONS SECURITY AGREEMENT (this "**Agreement**") is made between

National City Business Credit, Inc., an Ohio corporation with offices at 2300 Crown Colony Drive, Suite 202, Quincy, Massachusetts 02169, as Collateral Agent (in such capacity herein, the "**Collateral Agent**"), for the ratable benefit of the Secured Parties (as defined in Schedule I hereto),

and

Filene's Basement, Inc., a Delaware corporation with offices at 3241 Westerville Road, Columbus, Ohio 43224-3751 (the "**Borrower**"),

and

Retail Ventures Licensing, Inc. (f/k/a Value City Acquisition Corp.), a Delaware corporation with its principal executive offices at 3241 Westerville Road, Columbus, Ohio 43224-3751 ("**RV Licensing**") (RV Licensing and the Borrower are hereinafter referred to, individually, as a "**Debtor**" and, collectively as the "**Debtors**"),

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

WHEREAS, the Borrower and certain other affiliated Persons (together with the Borrower, the "**Original Borrowers**") entered into a Loan and Security Agreement dated as of June 11, 2002 with the Administrative Agent, the Revolving Credit Lenders party thereto (the "**Original Revolving Credit Lenders**") and National City Business Credit, Inc. and Fleet Retail Group, Inc., as collateral agents for the Revolving Credit Lenders party thereto (the "**Original Revolving Credit Lenders**") (as amended and in effect through the Effective Date, the "**Original Loan Agreement**"), pursuant to which the Original Revolving Credit Lenders agreed, among other things, to make certain revolving credit loans to the Original Borrowers;

WHEREAS, as a condition precedent to the Original Revolving Credit Lenders making revolving credit loans or otherwise extending credit to the Original Borrowers under the Original Loan Agreement, the Original Revolving Credit Lenders required that the Original Borrowers execute and deliver to the Original Collateral Agents that certain Trademark and Trademark Applications Security Agreement dated as of June 11, 2002 (as the same has been amended, modified, supplemented or restated from time to time, the "**Original Trademark Security**

Agreement”), pursuant to which the Original Borrowers granted to the Original Collateral Agents a continuing security interest in and to the TM Collateral (as defined therein);

WHEREAS, the Borrower and certain other affiliated Persons (together with the Borrower, the **“Existing Borrowers”**) entered into an Amended and Restated Loan and Security Agreement dated as of July 5, 2005 with the Agent the Revolving Credit Lenders party thereto (the **“Existing Revolving Credit Lenders”**) and National City Business Credit, Inc. (as amended and in effect through the Second Amendment Effective Date, the **“Existing Loan Agreement”**), which amended and replaced the Original Loan Agreement;

WHEREAS, the Borrower and certain other affiliated Persons (together with the Borrower, the **“Existing Borrowers”**) entered into an Amended and Restated Trademark and Trademark Applications Security Agreement (as amended and in effect through the Second Amendment Effective Date, the **“Existing Trademark Security Agreement”**), which amended and replaced the Original Copyright Security Agreement;

WHEREAS, the Borrower has entered into a Second Amended and Restated Loan and Security Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the **“Second Restated Loan Agreement”**), by and between, among others, the Borrower, the Agent, and the Revolving Credit Lenders party thereto (the **“Revolving Credit Lenders”**), which amended and replaced the Existing Loan Agreement; and

WHEREAS, it is a condition precedent to the effectiveness of the Second Restated Loan Agreement that, among other things, the Existing Trademark Security Agreement be amended and restated in its entirety as set forth in this Agreement in order to, among other things, confirm that this Agreement secures all Liabilities at any time and from time to time outstanding under the Second Restated Loan Agreement.

WHEREAS, the Debtors wish to grant pledges and security interests in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, as herein provided.

NOW, THEREFORE, in consideration of the premises contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **DEFINED TERMS:** Unless otherwise defined herein, all capitalized terms used herein shall have the meaning set forth in the Second Restated Loan Agreement.

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Debtors hereby create a security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties), with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the **“TM Collateral”**):

(a) All of the Debtors’ now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed

hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All written agreements providing for the grant by or to any Debtor of any right under any trademark, including, without limitation, that certain License Agreement between VCM and RVL, dated as of January 23, 2008 (as amended, modified, supplemented or restated and in effect from time to time, the "**VCM License**"), by and between Value City of Michigan, Inc. ("**VCM**") and RV Licensing, pursuant to which VCM has licensed to RV Licensing certain Marks (as defined in the VCM License).

(c) All renewals of any of the foregoing.

(d) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(e) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(f) All of Debtors' rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, trademark applications, service marks, registered service marks and service mark applications described in Subsections 2(a) and 2(b) are hereinafter individually and/or collectively referred to as the "**Marks**".

3. **PROTECTION OF MARKS BY DEBTORS:** Except as set forth below in this Section 3, the Debtors shall undertake the following with respect to each Mark:

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At the Debtors' sole cost, expense, and risk, pursue the prompt, diligent processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(c) At the Debtors' sole cost, expense, and risk, take any and all action which the Debtors deem desirable to protect the Marks, including, without limitation, but subject to the Debtors' discretion, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, so long as no Event of Default has occurred and is continuing, and no Material Adverse Effect would result therefrom, no Debtor shall have an obligation to use or to maintain any Mark (i) that relates solely to any product or work, that has been, or is in the process of being, discontinued, abandoned or terminated, (ii) that is being replaced with a Mark substantially similar to the Mark that may be abandoned or otherwise become invalid, so long as the failure to use or maintain such Mark does not materially adversely affect the validity of such

replacement Mark and so long as such replacement Mark is subject to the lien created by this Agreement or (iii) that is substantially the same as another Mark that is in full force, so long as the failure to use or maintain such Mark does not materially adversely affect the validity of such replacement Mark and so long as such other Mark is subject to the Lien and security interest created by this Agreement.

4. **DEBTORS' REPRESENTATIONS AND WARRANTIES:** The Debtors represent and warrant that:

(a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Debtors.

(b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person other than to the Collateral Agent.

(c) The Debtors shall give the Collateral Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:

(i) The Debtors' obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquiring ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than the Debtors' right to sell products containing the trademarks of others in the ordinary course of Debtors' business).

(ii) The Debtors' becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Debtors' right to sell products containing the trademarks of others in the ordinary course of Debtors' business).

(iii) The Debtors' entering into any new trademark license agreement or service mark license agreement.

(d) RV Licensing will not, without the Collateral Agent's prior written consent, (i) modify, amend, supplement or replace the VCM License in any manner which could reasonably be expected to have a Material Adverse Effect or (ii) terminate the VCM License. The license granted in Section 6.4 of the Security Agreement shall remain in full force and effect throughout the term of this Agreement, notwithstanding the release of any Debtor hereunder or the termination of RV Licensing's rights and obligations under the VCM License.

5. AGREEMENT APPLIES TO FUTURE MARKS:

(a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.

(b) The Debtors hereby authorize the Collateral Agent to take all such reasonable action to protect the Collateral Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Collateral Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. DEBTORS' RIGHTS TO ENFORCE MARKS: Prior to the Collateral Agent's giving of notice to the Debtors following the occurrence and during the continuance of an Event of Default, the Debtors shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by the Debtors to protect the Marks against encroachment by third parties, *provided, however*:

(a) The Debtors first provide the Collateral Agent with written notice of the Debtors' intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by the Debtors on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence and during the continuance of any Event of Default, the Collateral Agent, by notice to the Debtors may be terminate or limit the Debtors' rights under this Section 6.

7. COLLATERAL AGENT'S ACTIONS TO PROTECT MARKS: In the event of

(a) the Debtors' failure, within five (5) days of written notice from the Collateral Agent, to cure any failure by the Debtors to perform any of the Debtor's obligations hereunder; and/or

(b) the occurrence and continuance of any Event of Default,

the Collateral Agent, acting in its own name or in that of the Debtors, may (but shall not be required to) act in the Debtors' place and stead and/or in the Collateral Agent's own right in connection therewith.

8. RIGHTS UPON DEFAULT: Upon the occurrence and during the continuance of any Event of Default, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in the State of Ohio, with respect to the Marks, in addition to which the Collateral Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an

officer of the Collateral Agent that an Event of Default has occurred and that the Collateral Agent is authorized to exercise such rights and remedies.

9. COLLATERAL AGENT AS ATTORNEY IN FACT:

(a) The Debtors hereby irrevocably constitute and designate the Collateral Agent as and for the Debtors' attorney in fact, effective following the occurrence and during the continuance of any Event of Default:

(i) To exercise any of the rights and powers referenced herein.

(ii) To execute all such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Collateral Agent.

(c) The Collateral Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Collateral Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Debtors for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Collateral Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act constituted willful misconduct, gross negligence or actual bad faith.

10. COLLATERAL AGENT'S RIGHTS:

(a) Any use by the Collateral Agent of the Marks, as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this Agreement and under the Second Restated Loan Agreement shall be coextensive with the Debtors' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Second Restated Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Collateral Agent any rights in and to the Marks, which rights are effective except following the occurrence and during the continuance of any Event of Default.

11. INTENT: This Agreement is being executed and delivered by the Debtors for the purpose of registering and confirming the grant of the security interest of the Collateral Agent in the TM Collateral with the United States Patent and Trademark Office. It is intended that the security interest granted pursuant to this Agreement is granted as a supplement to, and not in

limitation of, the security interest granted to the Collateral Agent under the Second Restated Loan Agreement and that certain Second Amended and Restated Security Agreement dated as of January 23, 2008 among RV Licensing, the other Debtors named therein, and the Collateral Agent (as amended, modified, supplemented or restated hereafter, the "**Security Agreement**"). All provisions of the Second Restated Loan Agreement and the Security Agreement shall apply to the TM Collateral. The Collateral Agent shall have the same rights, remedies, powers, privileges and discretions with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Second Restated Loan Agreement or the Security Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the terms of the Second Restated Loan Agreement and the Security Agreement shall control with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the State of Ohio.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

IN WITNESS WHEREOF, the Debtors and the Collateral Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

DEBTORS:

FILENE'S BASEMENT, INC.

By: 

Name: James A. McGrady

Title: Executive Vice President, Chief
Financial Officer, Treasurer and Secretary

RETAIL VENTURES LICENSING, INC.

By: 

Name: James A. McGrady

Title: Executive Vice President, Chief
Financial Officer, Treasurer and Secretary

COLLATERAL AGENT:

NATIONAL CITY BUSINESS CREDIT, INC.

By: _____

Name: Barbara Anderson

Title: Managing Director

IN WITNESS WHEREOF, the Debtors and the Collateral Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

DEBTORS:

FILENE'S BASEMENT, INC.

By: _____
Name: James A. McGrady
Title: Executive Vice President, Chief
Financial Officer, Treasurer and Secretary

RETAIL VENTURES LICENSING, INC.

By: _____
Name: James A. McGrady
Title: Executive Vice President, Chief
Financial Officer, Treasurer and Secretary

COLLATERAL AGENT:

NATIONAL CITY BUSINESS CREDIT, INC.

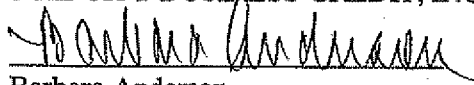
By: 
Name: Barbara Anderson
Title: Managing Director

EXHIBIT A

(FILENE'S BASEMENT, INC. AND RETAIL VENTURES LICENSING, INC)

Debtors' now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

FILENE'S BASEMENT, INC.:

A. Registered Federal Trademarks and Service Marks:

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
THE BASEMENT	2,798,478	12/23/2003
BASIC GEAR	1,526,992	02/28/1989
BASIC GEAR	1,529,807	03/14/1989
BOSTON CLIPPER QUALITY & TRADITION & Design	1,453,285	08/18/1987
GLOBAL VIEW	1,521,882	01/24/1989
GLOBAL VIEW	1,524,651	02/14/1989
A GREAT VALUE NEVER GOES OUT OF STYLE	2,604,163	08/06/2002
I JUST GOT A BARGAIN	3,052,705	12/02/2004
LAUREN ALLEN	1,522,736	01/31/1989
ML STUDIO	1,524,649	02/14/1989
RICHARDS & JONES	1,523,624	02/07/1989
RUNNING OF THE BRIDES	3,205,783	03/28/2006
SADDLES	1,733,150	11/17/1992

B. Registered State Trademarks and Service Marks:

WRAPPERS	(Connecticut)	6/1/1987
AUTOMATIC BARGAIN BASEMENT	29,202 (Massachusetts)	10/08/1998
AUTOMATIC MARKDOWN PLAN	29,203 (Massachusetts)	10/08/1998
WRAPPERS	MA0502623 (Massachusetts)	7/17/1987
WRAPPERS	NH3001743 (New Hampshire)	7/14/1987
WRAPPERS	TM 7404 (New Jersey)	8/5/1987
WRAPPERS	NY 24594 (New York)	7/20/1987
WRAPPERS	(Pennsylvania)	7/20/1987
WRAPPERS	RI3000188 (Rhode Island)	7/27/1987

C. Foreign Trademark and Service Mark Registrations:

None.

D. Federal and State Trademark and Service Mark Applications:

None.

RETAIL VENTURES LICENSING, INC.:

A. Registered Federal Trademarks and Service Marks:

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
LESLIE FAY	1,609,153	08/07/1990
LADY LESLIE DIVISION OF LESLIE FAY	2,489,250	09/11/2001
LESLIE FAY	0,513,305	08/09/1949
LESLIE FAY	3,218,760	03/13/2007
LESLIE FAY INTIMATE	3,199,657	06/16/2007
LESLIE FAY SPORT	3,218,761	03/13/2007
LESLIE FAY WOMAN	3,199,658	01/16/2007

B. Registered State Trademarks and Service Marks:

None.

C. Foreign Trademark and Service Mark Registrations:

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NUMBER</u>	<u>FILING DATE</u>
AUSTRALIA	LESLIE FAY	B163141	
BENELUX	LESLIE FAY	304,564	
CANADA	A LESLIS FAY ORIGINAL	104,354	
CANADA	LESLIE FAY	386,927	
COLOMBIA	LESLIE FAY	131,973	
COSTA RICA	LESLIE FAY	44,835/23825	12/1/1966
DENMARK	LESLIE FAY	VA 142 1959	
DENMARK	LESLIE FAY	VA 1642 1960	
EL SALVADOR	LESLIE FAY	243/44	
FRANCE	LESLIE FAY	1,251,036	12/27/1973
GERMANY	LESLIE FAY	749,381	
GREECE	LESLIE FAY	49323	

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NUMBER</u>	<u>FILING DATE</u>
GUATEMALA	LESLIE FAY	85,993	08/7/1997
HONDURAS	LESLIE FAY	19,418	07/16/1992
HONG KONG	LESLIE FAY	1585/1971	04/16/1971
HUNGARY	LESLIE FAY	136,991	
ISRAEL	LESLIE FAY	17411	01/14/1966
JAPAN	LESLIE FAY	1,518,273	06/28/1996
JAPAN	LESLIE FAY	2,246,433	07/31/1995
JAPAN	LESLIE FAY	2,289,866	09/29/1995
MEXICO	LESLIE FAY	522497	
MEXICO	LESLIE FAY	703868	
NEW ZEALAND	LESLIE FAY	99425	08/12/1960
NEW ZEALAND	LESLIE FAY Design	63257	02/15/1973
NORWAY	LESLIE FAY	53,037	01/13/1959
PANAMA	LESLIE FAY	18,253	10/26/2003
POLAND	LESLIE FAY	79873	01/29/1993
RUSSIA	LESLIE FAY	121,367	12/03/1992
SOUTH AFRICA	LESLIE FAY	B60/3695	01/25/1965
SRI LANKA	LESLIE FAY	71,852	
SWITZERLAND	LESLIE FAY	299,673	05/21/1999
UNITED KINGDOM	LESLIE FAY	813,895	11/24/1966
VENEZUELA	LESLIE FAY	72,180-F	02/09/1988
COSTA RICA	LESLIE FAY	44,835/23825	12/01/1966
FRANCE	LESLIE FAY	1,251,036	12/27/1973
GUATEMALA	LESLIE FAY	85,993	08/07/1997
HONDURAS	LESLIE FAY	19,418	07/16/1992
HONG KONG	LESLIE FAY	1585/1971	04/16/1971
ISRAEL	LESLIE FAY	17411	01/14/1966
JAPAN	LESLIE FAY	1,518,273	06/28/1996
JAPAN	LESLIE FAY	2,246,433	07/31/1995
JAPAN	LESLIE FAY	2,289,866	09/29/1995
NEW ZEALAND	LESLIE FAY	99425	08/12/1960
NEW ZEALAND	LESLIE FAY Design	63257	02/15/1973
NORWAY	LESLIE FAY	53,037	01/13/1959
PANAMA	LESLIE FAY	18,253	10/26/2003
POLAND	LESLIE FAY	79873	01/29/1993
RUSSIA	LESLIE FAY	121,367	12/3/1992
SOUTH AFRICA	LESLIE FAY	B60/3695	01/25/1965
SWITZERLAND	LESLIE FAY	299,673	05/21/1999
UNITED KINGDOM	LESLIE FAY	813,895	11/24/1966
VENEZUELA	LESLIE FAY	72,180-F	02/9/1988

D. Federal and State Trademark and Service Mark Applications:
None.

SCHEDULE I

Secured Parties

Secured Party	Capacity
National City Business Credit, Inc.	Administrative Agent Collateral Agent Revolving Credit Lender SwingLine Lender
National City Bank	Issuer Lead Arranger
Any other Revolving Credit Lender which may now or hereafter become party to the Second Restated Loan Agreement	
Any other Person to whom the Liabilities are owing, including, without limitation, any Affiliate of the Agent who provides any service or accommodation to, or for the account of, any Borrower pursuant to any Loan Document, including cash management services, Hedge Agreements and the issuances of L/C's	

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Schedule I to Trademark Security Agreement