

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
Shane Hunter, Inc.		02/15/2008	CORPORATION: DELAWARE
RECEIVING PARTY DATA			
Name:	HSBC Bank USA, National Association		
Street Address:	452 Fifth Avenue		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10018		
Entity Type:	National Banking Association: UNITED STATES		
PROPERTY NUMBERS Total: 1			
Property Type	Number	Word Mark	
Serial Number:	77370654	AQUA BLUES	
CORRESPONDENCE DATA			
Fax Number:	(212)545-3309		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	212.592.1400		
Email:	rbroder@herrick.com		
Correspondent Name:	Robert S. Broder		
Address Line 1:	2 Park Avenue		
Address Line 2:	Herrick, Feinstein LLP		
Address Line 4:	New York, NEW YORK 10016-9301		
ATTORNEY DOCKET NUMBER:	10243-002		
NAME OF SUBMITTER:	Robert S. Broder		
Signature:	/rsb/		
Date:	03/17/2008		

CH \$40.00 77370654

Total Attachments: 15

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REAFFIRMATION AGREEMENT AND AMENDMENT

This REAFFIRMATION AGREEMENT AND AMENDMENT, dated as of February 15, 2008, is entered into by and among HAMPSHIRE GROUP, LIMITED (the "Borrower"), HAMPSHIRE DESIGNERS, INC. ("Designers"), ITEM-EYES, INC. ("Item-Eyes"), SHANE HUNTER, INC. ("Shane Hunter," and together with Designers and Item-Eyes, individually a "Guarantor" and collectively the "Guarantors") and HSBC Bank USA, National Association, as Agent for the Banks (as defined in the Restated Credit Agreement as defined below).

RECITALS

WHEREAS, the Borrower, the Guarantors, HSBC Bank USA, National Association ("HSBC"), JPMorgan Chase Bank, N.A. ("Chase"), Israel Discount Bank of New York ("IDB"), Wachovia Bank, National Association ("Wachovia"), Bank of America, N.A. ("BofA") and The CIT Group/Commercial Services, Inc. ("CIT," and together with HSBC, Chase, IDB, Wachovia and BofA, individually an "Existing Bank" and collectively the "Existing Banks") and the Agent have entered into a Credit Agreement and Guaranty dated as of August 15, 2003, as amended by Amendment No. 1 dated as of December 29, 2004, by Amendment No. 2 dated as of November 10, 2005, by Amendment No. 3 and Waiver dated as of August 8, 2006, by Waiver dated as of October 13, 2006, by Amendment No. 4 and Waiver dated as of December 29, 2006, by Amendment No. 5 and Waiver dated as of March 30, 2007, by Amendment No. 6 dated as of July 11, 2007, by Waiver dated as of July 25, 2007, by Waiver dated as of August 31, 2007, by Amendment No. 7 dated as of September 17, 2007, by Consent and Waiver to Credit Agreement and Amendment to Security Agreement, dated as of November 1, 2007, by Amendment No. 8 dated as of December 13, 2007, and by Waiver dated as of January 7, 2008 (as amended, the "Existing Credit Agreement").

WHEREAS, the Borrower, the Guarantors, HSBC, Chase, IDB, Wachovia, Bank Leumi USA ("Bank Leumi"), Sovereign Bank ("Sovereign," and together with HSBC, Chase, IDB, Wachovia and Bank Leumi, individually a "Bank" and collectively the "Banks"), and the Agent will enter into an Amended and Restated Credit Agreement and Guaranty, dated as of the date hereof (as amended, restated, amended and restated, or otherwise modified, the "Restated Credit Agreement"), pursuant to which certain changes will be made to the terms of the Existing Credit Agreement, Bank Leumi and Sovereign will be admitted as Banks, and the Existing Credit Agreement will be restated.

WHEREAS, it is a condition precedent to the effectiveness of the Restated Credit Agreement that the Borrower and the Guarantors enter into this Agreement in favor of the Banks and the Agent.

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

1. Defined Terms.

(a) All capitalized terms used herein and not defined herein shall have the meanings assigned to them in the Restated Credit Agreement.

(b) As used herein, the following terms have the following meanings:

"Agreement" means this Reaffirmation Agreement and Amendment, as the same may be amended, amended and restated, supplemented or otherwise modified from time

to time.

“Existing Notes” shall have the meaning ascribed to the terms “Revolving Credit Notes” or “Note(s)” in the Existing Credit Agreement.

“Existing Security Agreements” means Borrower Security Agreement, the Guarantor Security Agreement, the Designers Security Agreement, the Item Eyes Security Agreement or Shane Hunter Security Agreement, as each such term is defined in the Existing Credit Agreement.

2. Credit Agreement References. The parties hereto acknowledge and agree that each reference to the Existing Credit Agreement, however so defined, in the Loan Documents includes the Existing Credit Agreement as amended and restated pursuant to the Restated Credit Agreement. In furtherance thereof, the parties hereto agree that the Loan Documents shall be amended by (a) substituting a reference to the Restated Credit Agreement as herein defined in place of each reference to the Existing Credit Agreement (whether referred to by the full name of the Existing Credit Agreement or by any other name which refers thereto by definition); and (b) substituting for the definition of each capitalized term defined by reference to the Existing Credit Agreement the definition of such capitalized term set forth in the Restated Credit Agreement, including without limitation the definition of the terms "Banks" and "Obligations".

3. Notes References. The parties hereto acknowledge and agree that each reference to the Existing Notes, however so defined, in the Loan Documents includes the Restated Notes executed pursuant to the Restated Credit Agreement. In furtherance thereof, the parties hereto agree that the Loan Documents shall be amended by substituting a reference to the Restated Notes in place of each reference to the Existing Notes (whether referred to by the full name of the Existing Notes or by any other name which refers thereto by definition).

4. Security Agreements References. The parties hereto acknowledge and agree that each reference to each Existing Security Agreement, however so defined, in the Loan Documents includes the Master Security Agreement executed pursuant to the Restated Credit Agreement. In furtherance hereof, the parties hereto agree that the Loan Documents shall be amended by substituting a reference to the Master Security Agreement in place of each reference to each Existing Security Agreement (whether referred to by the full name of such Existing Security Agreement or by any other name which refers thereto by definition).

5. Security Documents References. The Borrower hereby ratifies, agrees and confirms that (i) its grant of a security interest in and to and lien on the “Pledged Collateral” (as defined in the Borrower Pledge Agreement and the Designers Pledge Agreement (collectively, the “Existing Pledge Agreement”)) and “Collateral” (as defined in the Borrower Trademark Security Agreement, the Designers Trademark Security Agreement and the Item-Eyes Trademark Security Agreement (collectively, the “Existing Trademark Security Agreement”)) secures all indebtedness, obligations and liabilities of the Borrower and the Guarantors to the Banks, whether direct or indirect, joint or several, absolute or contingent, due or to become due, now existing or hereafter arising under or in respect of the Restated Credit Agreement and/or the other Loan Documents, any promissory notes or other instruments or agreements executed and delivered pursuant thereto or in connection therewith, (ii) the terms "Obligations" or "Guaranty Obligations" as used in the Existing Pledge Agreement or the Existing Trademark Security Agreement shall include, without limitation, all such indebtedness, obligations and liabilities and, to the extent applicable, each Security Document is hereby deemed amended to accomplish the foregoing, and (iii) all collateral as set forth in the Existing Pledge Agreement and the Existing Trademark Agreement prior to the execution of the Restated Credit Agreement is and shall continue to be collateral security for the

Obligations and the Guaranty Obligations under the Restated Credit Agreement.

6. Other Amendments to the Security Documents.

(a) Each of the Borrower Trademark Security Agreement, Designers Trademark Security Agreement and Item-Eyes Trademark Security Agreement is hereby amended as follows:

(i) Exhibit A attached to the Borrower Trademark Security Agreement is hereby deleted and Exhibit A attached to this Agreement is substituted therefor.

(ii) Exhibit A attached to the Designers Trademark Security Agreement is hereby deleted and Exhibit B attached to this Agreement is substituted therefor.

(iii) Exhibit A attached to the Item-Eyes Trademark Security Agreement is hereby deleted and Exhibit C attached to this Agreement is substituted therefor.

(iv) The following sentence is hereby added to Section 3(h) of each of the Borrower Trademark Security Agreement, Designers Trademark Security Agreement and Item-Eyes Trademark Security Agreement at the end thereof: "Notwithstanding the foregoing, in no event shall Debtor be required to perfect Secured Party's security interest in any Collateral outside of the United States."

(v) The reference to "five (5)" in Section 5(c) of each of the Borrower Trademark Security Agreement, Designers Trademark Security Agreement and Item-Eyes Trademark Security Agreement is hereby deleted and "ten (10)" is substituted therefor.

(vi) All references to "Insurance Company Loan Documents" and "Intercreditor Agreement" are hereby deleted from each of the Borrower Trademark Security Agreement, Designers Trademark Security Agreement and Item-Eyes Trademark Security Agreement.

(b) The Borrower Pledge Agreement and the Designers Pledge Agreement are hereby amended as follows:

(i) Schedule attached to the Borrower Pledge Agreement is hereby deleted and Schedule A attached to this Agreement is substituted therefor.

(ii) Schedule attached to the Designers Pledge Agreement is hereby deleted and Schedule B attached to this Agreement is substituted therefor.

(iii) All references to "Insurance Company Loan Documents" and "Intercreditor Agreement" are hereby deleted from each of the Borrower Pledge Agreement and Designers Pledge Agreement.

7. Continued Validity of Loan Documents. Each of the Borrower and the Guarantors hereby acknowledges, confirms and agrees that, except as modified hereby, (a) all of the terms and provisions of the Loan Documents are and shall remain in full force and effect, and (b) it has no defenses to or offsets against any of its obligations thereunder (any such offset, defense or counterclaim as may exist being hereby irrevocably waived by each of the Borrower and Guarantors). All references in each of the Loan Documents or any related agreement or instrument to the Loan Documents shall hereafter refer

to each of the Loan Documents as amended hereby. Without limiting the generality of the foregoing, the Borrower hereby absolutely and unconditionally confirms that the Loan Documents continue in full force and effect, are ratified and confirmed and are and shall continue to be applicable to the Restated Credit Agreement, as it may be amended from time to time.

8. Representations and Warranties. Each of the Borrower and the Guarantors each represents and warrants that all the representations and warranties as set forth in each of the Loan Documents and made by such party are true and correct in all material respects on and as of the date hereof. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, with the same force and effect as though set forth herein in their entirety.

9. No Waiver. Nothing contained herein shall constitute a waiver of, impair or otherwise affect any Obligations, Guaranty Obligations, any other obligation of the Borrower and the Guarantors or any right of the Banks and the Agent thereon.

10. Miscellaneous.

(a) Successors and Assigns. The provisions of Section 14.04 of the Restated Credit Agreement are hereby incorporated herein, *mutatis mutandis*, as if a part hereof.

(b) Amendment and Waiver. Neither this Agreement nor any provision hereof may be waived, amended, changed or modified except pursuant to an agreement complying with Section 14.01 of the Restated Credit Agreement.

(c) Execution in Counterparts. The provisions of Section 14.05 of the Restated Credit Agreement are hereby incorporated herein, *mutatis mutandis*, as if a part hereof.

(d) Headings. The provisions of Section 14.11 of the Restated Credit Agreement are hereby incorporated herein, *mutatis mutandis*, as if a part hereof.

(e) Severability. The provisions of Section 14.12 of the Restated Credit Agreement are hereby incorporated herein, *mutatis mutandis*, as if a part hereof.

(f) Law Governing. This Agreement shall be governed by and construed in accordance with the laws of the State of New York applicable to agreements made and to be performed entirely within such State.

(g) Consent to Jurisdiction. The provisions of Section 14.07 of the Credit Agreement are hereby incorporated herein, *mutatis mutandis*, as if a part hereof.

(h) Waiver of Jury Trial. The provisions of Section 14.14 of the Credit Agreement are hereby incorporated herein, *mutatis mutandis*, as if a part hereof.

[REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered
this Agreement as of the day and year first above written.

HAMPSHIRE GROUP, LIMITED

By: 

Name: Heath L. Golden

Title: Vice President, General Counsel and
Secretary

HAMPSHIRE DESIGNERS, INC.

By: 

Name: Heath L. Golden

Title: Secretary

ITEM-EYES, INC.

By: 

Name: Heath L. Golden

Title: Secretary

SHANE HUNTER, INC.

By: 

Name: Heath L. Golden

Title: Secretary

[Signature Page to Reaffirmation Agreement and Amendment]

IN WITNESS WHEREOF, the parties hereto have duly executed and delivered this Agreement as of the day and year first above written.

HAMPSHIRE GROUP, LIMITED

By: _____
Name:
Title:

HAMPSHIRE DESIGNERS, INC.

By: _____
Name:
Title:

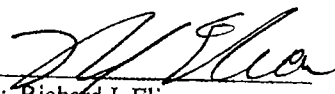
ITEM-EYES , INC.

By: _____
Name:
Title:

SHANE HUNTER, INC.

By: _____
Name:
Title:

HSBC BANK USA, As Agent

By: 
Name: Richard J. Elias
Title: Vice President

[Signature Page to Reaffirmation Agreement and Amendment]

EXHIBIT A

Hampshire Group, Limited

Trademarks

See Attachment A.

Attachment A
Hampshire Group, Limited Trademarks

<u>Trademark</u>	<u>COUNTRY</u>	<u>REFERENCE#</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>STATUS</u>	<u>CLASSES</u>	<u>RENEWAL DATE</u>
AFFLUENT	CHINA	T07839CN00	5/9/2007	6040996			PENDING	25	
	TAIWAN	T07639TW00	4/11/2007	98016188			ALLOWED	25	
AMBRA	UNITED STATES	T07639US00	3/27/2007	77120,489			ALLOWED	25	
	UNITED STATES	022881US	11/12/2001	76/336,386	4/28/2003	2,712,085	REGISTERED	25	4/28/2013
	UNITED STATES (as amended 06/26/2002)	022871US	4/21/1994	74/515,970	10/31/1995	1,930,888	REGISTERED	25	10/31/2015
AMERICAN PORTRAIT	UNITED STATES	022873US	2/20/1990	74,030,731			PENDING	25	
AQUA BLUES	UNITED STATES	T06894US03	1/14/2008	771370,854	9/8/1992	1,714,661	REGISTERED	25	9/8/2012
COTTONLUKE	CHINA	T06886CN00	7/7/2006	5466991			PENDING	25	
	HONG KONG	T06886HK00	7/13/2006	300679799	7/13/2006	300679799	PENDING	25	
D.O. A DESIGNERS ORIGINALS BRAND	UNITED STATES	T06886US00	8/25/2006	78/916,376			REGISTERED	25	7/12/2016
	VIETNAM	T06886VN00	7/13/2006	4-2006-11052	8/16/2007	80172	ALLOWED	25	
	CANADA	T06390CA00	8/23/2005	1,269,675			REGISTERED	25	7/13/2016
D.O. BY DESIGNERS ORIGINALS	UNITED STATES	T06390US00	8/16/2005	78/693,181			PENDING	25	
	CANADA	T02982CA00	9/18/2005	1,272,186			ALLOWED	25	
D.O. STYLE	UNITED STATES	024221US	8/2/2005	78/683,430			PENDING	25	
	CANADA	T02981CA00	11/3/2005	1,278,256			ALLOWED	25	
DESIGNERS O	UNITED STATES	024720US	8/20/2005	78/654,543			ALLOWED	1	
	CANADA	T02983CA00	10/19/2005	1276357			ALLOWED	25	
DESIGNERS ORIGINALS	UNITED STATES	024719US	5/28/2005	78/637,727			PENDING	N/A	
	UNITED STATES	024718US	5/28/2005	78/637,708	5/30/2006	3,097,872	ALLOWED	25	
	CHINA	T02985CN00	6/6/2006	5400151			REGISTERED	25	5/30/2016
DESIGNERS ORIGINALS STUDIO	HONG KONG	T02985HK00	7/13/2006	300679555			PENDING	25	
	MEXICO	022613MX	9/7/1994	211172	7/13/1995	487070	PENDING	25	
	UNITED STATES	022614US	6/30/1994	74/544,996	11/7/1995	1,932,784	REGISTERED	25	9/7/2014
	VIETNAM	T02985VN00	6/23/2006	4-2006-09824			REGISTERED	25	11/17/2015
DO A DESIGNERS ORIGINALS EXCLUSIVE	CANADA	022807CA	10/16/1997	858922	1/19/2000	TMA521876	PENDING	25	
	CHINA	T02989CN00	6/6/2006	5400152			REGISTERED	25	1/19/2015
	HONG KONG	T02889HK00	7/14/2006	300879564			PENDING	25	
HAMPSHIRE STUDIO	SOUTH KOREA	T02889KR00	7/24/2006	2006-37988	8/20/2007	40-0721537	PENDING	25	
	UNITED STATES	022682US	6/18/2002	78/136,482	5/13/2003	2,715,845	REGISTERED	25	8/20/2017
	VIETNAM	T02989VN00	6/23/2006	4-2006-09825			REGISTERED	25	5/13/2013
	CANADA	T06509CA00	10/4/2005	1,274,578			PENDING	25	
HEATHCOTE stylized LANDSCAPE LUXELON ULTRA	CHINA	T06509CN00	6/6/2006	5400153			PENDING	25	
	HONG KONG	T06509HK01	7/13/2006	300679573			PENDING	25	
	UNITED STATES	T06509US00	10/6/2005	78/727,612			PENDING	25	
	VIETNAM	T06509VN00	6/23/2006	4-2006-09823			ALLOWED	25	
MOVING BLEU	CANADA	T02994CA00	8/3/2005	1267207			PENDING	25	
	CHINA	T02994CN00	6/6/2006	5400402			ALLOWED	N/A	
	UNITED STATES	022789US	4/8/1994	74/516,143	4/30/1996	1,971,771	PENDING	25	
MERCER STREET STUDIO	UNITED STATES	T02994US01	7/27/2005	78/679,204	10/17/2006	3,157,244	REGISTERED	25	4/30/2016
	VIETNAM	T02994VN00	6/23/2006	4-2006-09826			REGISTERED	25	10/17/2016
	UNITED STATES	022676US	8/5/1976	73/095,663	8/1/1978	1,098,206	PENDING	25	
	CHINA	T03003CN00	9/27/2005	78/721,137	9/19/2006	3,145,120	REGISTERED	25	8/1/2008
MOVING BLEU	THAILAND	T03003TH00	7/18/2006	632380			REGISTERED	25	9/19/2016
	UNITED STATES	022686US	2/21/2003	78/217,475			PENDING	25	
	CHINA	T03004CN00	6/6/2006	5400400			ALLOWED	25	
MOVING BLEU	HONG KONG	T03004HK01	7/12/2006	300879627	7/12/2006	300679627	PENDING	25	
	UNITED STATES	022932US	6/28/2002	78/975,426	7/6/2004	2,861,692	REGISTERED	25	7/12/2016
	VIETNAM	T03004VN00	6/23/2006	4-2006-09827			REGISTERED	25	7/6/2014
	CANADA	022810CA	10/16/1997	858923	8/31/1998	TMA499848	PENDING	25	
MOVING BLEU	CHINA	T03005CN00	6/6/2006	5400389			REGISTERED	25	8/31/2013
	HONG KONG	T03005HK01	7/13/2006	300679636	7/12/2006	300679836	PENDING	25	
	SOUTH KOREA	T03005KR00	7/24/2006	2006-37893	8/20/2007	40-0721539	REGISTERED	25	7/12/2016
	THAILAND	T03005TH00	7/18/2006	632382			REGISTERED	25	8/20/2017
MOVING BLEU	UNITED STATES	022811US	5/26/1995	74/680,241	12/31/1996	2,027,864	PENDING	25	
	VIETNAM	T03005VN00	6/23/2006	4-2006-09833			REGISTERED	25	12/31/2016

NICK DANGER

	EUROPEAN UNION	024547EU	4/6/2005	4378034	3/22/2006	4378034	REGISTERED	25,35	
	HONG KONG	T03008HK00	7/13/2006	300679645	7/13/2006	300679645	REGISTERED	25	4/6/2015
	JAPAN	024577JP	3/29/2005	2005-027305	8/16/2005	4865550	REGISTERED	25	7/12/2016
	SOUTH KOREA	024588KR	4/4/2005	40-2005-14683	1/13/2006	848977	REGISTERED	25	9/16/2015
	UNITED STATES	022872US	8/27/1986	73/608,734	9/1/1987	1,455,409	REGISTERED	25	1/13/2016
	UNITED STATES	023157US	8/3/2004	78/478,404	2/21/2006	3,081,258	REGISTERED	25	9/1/2017
	UNITED STATES	T03008US02	11/3/2005	787746,002	10/23/2007	3,320,607	REGISTERED	25	2/21/2016
NICK DANGER (IN ENGLISH)	CHINA	024558CN	5/16/2005	4858210			REGISTERED	25	10/23/2017
NICK DANGER In Chinese Characters	CHINA	024576CN	6/8/2005	4700392			PENDING	25	
NICK DANGER'S GARAGE	CHINA	T03011CN00	6/6/2006	5400398			PENDING	25	
	HONG KONG	T03011HK00	7/13/2006	300679654	7/13/2006	300679654	REGISTERED	25	7/13/2016
	UNITED STATES	023086US	8/9/2004	78/483,999	5/16/2006	3,084,201	REGISTERED	35	5/18/2016
NORTH BAY OUTFITTERS and design	UNITED STATES	022800US	7/19/2001	78/287,643	5/14/2002	2,569,094	REGISTERED	25	5/14/2012
PARACHUTE and Design	CHINA	T06805CN00	6/8/2006	5400398			PENDING	25	
	HONG KONG	T06805HK00	7/13/2006	300679663	7/13/2006	300679663	REGISTERED	25	7/12/2016
PARACHUTE and Design (design only)	UNITED STATES	T06833US00	12/23/2005	78/780,066	10/30/2007	3,327,026	REGISTERED	25	10/30/2017
PLANET & COMPANY	UNITED STATES	022621US	10/19/1995	75/007,887	12/9/1997	2,120,319	REGISTERED	25	12/9/2017
	(as amended 08/27/1997)								
	UNITED STATES	022622US	12/8/2003	78/337,569	12/7/2004	2,908,753	REGISTERED	25	12/7/2014
SPRING & MERCER	CHINA	T03018CN00	6/6/2006	5400397			PENDING	25	
	HONG KONG	T03018HK00	7/13/2006	300679762	11/13/2006	300679762	REGISTERED	25	7/12/2016
	UNITED STATES	022605US	6/18/2002	78/975,166	12/9/2003	2,793,204	REGISTERED	25	12/9/2013
	(as amended 07/16/2003)								
	VIETNAM	T03018VN00	6/23/2006	4-2006-09834			PENDING	25	
SPRING + MERCER	UNITED STATES	T03018US02	6/18/2002	78/136,488	8/1/2006	3,124,175	REGISTERED	25	8/1/2016

EXHIBIT B

Hampshire Designers, Inc.

Trademarks

See Attachment B.

Attachment B
Hampshire Designers, Inc. Trademarks

<u>Trademark</u>	<u>COUNTRY</u>	<u>REFERENCE#</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>STATUS</u>	<u>CLASSES</u>	<u>RENEWAL DATE</u>
HAMPSHIRE STUDIO	HONG KONG	T02884HK01	7/13/2006	300669501	7/13/2006	300669501	REGISTERED	25	7/13/2016
	MEXICO	022790MX	9/7/1984	244473	7/13/1995	437071	REGISTERED	25	9/7/2014
LUXELON	SOUTH KOREA	T02884KR00	7/24/2006	2006-37990	8/20/2007	40-0721538	REGISTERED	25	8/20/2017
	THAILAND	T02884TH00	7/18/2006	632379			REGISTERED	25	
	CHINA	T03002CN00	6/6/2006	5400404			PENDING	25	
	THAILAND	T03002TH00	7/18/2006	632384			PENDING	25	
	UNITED STATES	022791US	11/25/1985	73/570.050	7/1/1986	1,399,636	REGISTERED	25	7/1/2016

EXHIBIT C

Item-Eyes, Inc.

Trademarks

See Attachment C.

Attachment C
Item-Eyes, Inc. Trademarks

<u>Trademark</u>	<u>COUNTRY</u>	<u>REFERENCE#</u>	<u>FILED</u>	<u>APPL#</u>	<u>REGDT</u>	<u>REG#</u>	<u>STATUS</u>	<u>CLASSES</u>	<u>RENEWAL DATE</u>
FASHION REQUIREMENTS	CHINA	T06800CN00	6/6/2006	5400408			PENDING	25	
	EL SALVADOR	T06800SV00	6/26/2006	20060079462	2/5/2007	170 Book 79	REGISTERED	25	2/8/2017
	HONG KONG	T06800HK00	7/13/2006	300679744			PENDING	25	
	UNITED STATES	T06800US00	8/29/2002	78/158,215	1/27/2004	2,809,455	REGISTERED	25	1/27/2014
ITEM-EYES and Design	VIETNAM	T06800VN00	6/14/2006	4-2006-08255			PENDING	25	
	CHINA	T06799CN00	6/6/2006	5400395			PENDING	25	
	EL SALVADOR	T06799SV00	6/26/2006	20060079458	1/31/2007	88 Book 79	REGISTERED	25	1/31/2017
	HONG KONG	T06799HK00	7/13/2006	300679672	7/13/2008	300679672	REGISTERED	25	7/12/2016
LESLIE STEVEN NOUVEAUX	UNITED STATES	T06793US00	5/12/1980	73/261,715	10/27/1981	1,175,311	REGISTERED	25	10/27/2011
	VIETNAM	T06793VN00	6/14/2006	4-2006-09251			PENDING	25	
	UNITED STATES	T06793US00	9/6/1994	74/570,046	8/29/1995	1,915,118	REGISTERED	25	8/29/2015
	EL SALVADOR	T06799SV00	6/26/2006	20060079464	1/31/2007	85 Book 79	REGISTERED	25	1/31/2017
R.E.Q. R.E.Q. REQUIRED TO WEAR REQUIREMENTS	HONG KONG	T06798HK00	7/13/2006	300679726			PENDING	25	
	UNITED STATES	T06798US00	6/10/1996	75/116,594	7/29/1997	2,085,023	REGISTERED	25	7/29/2017
	UNITED STATES	T06798US00	10/16/2007	77/305,251			PENDING	25	
	UNITED STATES	T06798US00	10/27/2006	77/031,309			ALLOWED	25	
REQUIREMENTS PETITE	CHINA	T06795CN00	6/6/2006	5400413			PENDING	25	
	EL SALVADOR	T06795SV00	6/26/2006	20060079468	1/31/2007	92 Book 79	REGISTERED	25	1/31/2017
	HONG KONG	T06795HK00	7/13/2006	300679690			PENDING	25	
	MEXICO	T06795MX00	1/30/1995	N/A		488995	REGISTERED	25	1/30/2015
REQUIREMENTS SPORT	MEXICO	T06795MX01	8/25/2005	N/A		876,873	REGISTERED	25	8/25/2015
	UNITED STATES	T06795US00	9/6/1984	74/570,036	8/29/1995	1,915,116	REGISTERED	25	8/29/2015
	VIETNAM	T06795VN00	6/14/2006	4-2006-09252			PENDING	25	
	CHINA	T06797CN00	6/6/2006	5400411			PENDING	25	
REQUIREMENTS WOMAN	EL SALVADOR	T06797SV00	6/26/2006	20060079466	1/31/2007	110 Book 79	REGISTERED	25	1/31/2017
	HONG KONG	T06797HK00	7/13/2006	300679717			PENDING	25	
	UNITED STATES	T06797US00	9/6/1994	74/570,038	8/29/1995	1,915,117	REGISTERED	25	8/29/2015
	VIETNAM	T06797VN00	6/14/2006	4-2006-09254			PENDING	25	
RODEO DIVA	CHINA	T06802CN00	6/6/2006	5400406			PENDING	25	
	EL SALVADOR	T06802SV00	6/26/2006	20060079460	2/5/2007	147 Book 79	REGISTERED	25	2/5/2017
	HONG KONG	T06802HK00	7/13/2006	300679771			PENDING	25	
	UNITED STATES	T06802US00	11/14/2003	78/327,900	5/10/2005	2,950,324	REGISTERED	25	5/10/2015
RQT	VIETNAM	T06802VN00	6/14/2006	4-2006-09256			PENDING	25	
	CHINA	T06796CN00	6/6/2006	5400412			PENDING	25	
	EL SALVADOR	T06796SV00	6/26/2006	20060079467	2/6/1977	172 Book 79	REGISTERED	25	2/6/2017
	HONG KONG	T06796HK00	7/13/2006	300679708			PENDING	25	
TARA RYAN	UNITED STATES	T06796US00	9/6/1994	74/570,037	8/22/1995	1,913,456	REGISTERED	25	8/22/2015
	VIETNAM	T06796VN00	6/14/2006	4-2006-09253			PENDING	25	
	CHINA	T06794CN00	6/6/2006	5400394			PENDING	25	
	HONG KONG	T06794HK00	7/13/2006	300679681	7/13/2006	300679681	REGISTERED	25	7/13/2016
TARA RYAN	UNITED STATES	T06794US00	5/4/2006	78/876,700	12/18/2007	3,357,790	REGISTERED	25	12/18/2017
	CHINA	T06801CN00	6/6/2006	5400407			PENDING	25	
	EL SALVADOR	T06801SV00	6/26/2006	20060079461	1/31/2007	91 Book 79	REGISTERED	25	1/31/2017
	HONG KONG	T06801HK00	7/13/2006	300679753	7/13/2006	300679753	REGISTERED	25	7/12/2016
TARA RYAN	UNITED STATES	T06801US00	9/6/2002	78/161,403	12/23/2003	2,799,374	REGISTERED	25	12/23/2013
	CHINA	T06799CN00	6/6/2006	5400409			PENDING	25	
	EL SALVADOR	T06799SV00	6/26/2006	20060079463	1/31/2007	90 Book 79	REGISTERED	25	1/31/2017
	HONG KONG	T06799HK00	7/13/2006	300679735	7/13/2006	300679735	REGISTERED	25	7/12/2016
TARA RYAN	UNITED STATES	T06799US00	4/11/2002	78/121,134	6/8/2004	2,851,849	REGISTERED	25	6/8/2014
	VIETNAM	T06799VN00	6/14/2006	4-2006-09257			PENDING	25	

SCHEDULE A

Hampshire Group, Limited

Collateral to be Pledged

<u>COMPANY</u>	<u>CERTIFICATE NO.</u>	<u>NUMBER OF SHARES</u>
Hampshire Designers, Inc.	100	1,000
Item-Eyes, Inc.	100	1,000
SB Corporation	001	1,000
Shane Hunter, Inc.	001	5,000
Marisa Christina, Inc.	001	100
Marisa Christina, Inc.	002	7,294,965

This Schedule shall be deemed automatically and immediately amended and replaced upon each addition to or substitution or replacement of any of the Pledged Securities.

SCHEDULE B

Hampshire Designer's Inc.

Collateral to be Pledged

<u>COMPANY</u>	<u>CERTIFICATE NO.</u>	<u>NUMBER OF SHARES</u>
Glamourette Fashion Mills, Inc.	100	1,000

This Schedule shall be deemed automatically and immediately amended and replaced upon each addition to or substitution or replacement of any of the Pledged Securities.