

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
G-III Leather Fashions, Inc.		04/03/2008	CORPORATION: NEW YORK
G-III Brands, Ltd.		04/03/2008	CORPORATION: DELAWARE
AM Apparel Holdings, Inc.		04/03/2008	CORPORATION: DELAWARE
Andrew & Suzanne Company Inc.		04/03/2008	CORPORATION: NEW YORK

RECEIVING PARTY DATA

Name:	The CIT Group/Commercial Services Inc.
Street Address:	11 West 42nd Street
City:	New York
State/Country:	NEW YORK
Postal Code:	10036
Entity Type:	Financial Institution:

PROPERTY NUMBERS Total: 29

Property Type	Number	Word Mark
Registration Number:	1348446	HIALEAH SALE
Serial Number:	78743422	EXSTO
Serial Number:	78977796	EXSTO
Serial Number:	78749853	STUDIO 512
Serial Number:	78752164	CRAFTED INDUSTRIAL COTTON
Serial Number:	78752166	NINE RIVETS
Serial Number:	78758998	M R APPAREL GROUP
Serial Number:	78758976	MARVIN RICHARDS
Serial Number:	78759425	MARVIN RICHARDS
Serial Number:	78761768	MARVIN RICHARDS
Serial Number:	78785008	BLACK RIVET
Serial Number:	78905057	G G-III SPORTS BY CARL BANKS

OP \$740.00 1348446

Serial Number:	78913924	TOUCH BY ALYSSA MILANO
Serial Number:	78949620	TODAY'S AGENDA
Serial Number:	78964145	LA NOUVELLE RENAISSANCE
Serial Number:	78974571	WINLIT
Serial Number:	77063306	LEATHEROLOGY
Serial Number:	77066152	BLACK RIVET UNIFORM DENIM
Serial Number:	77186429	MARC NEW YORK
Serial Number:	77256834	ARNOLD CONSTABLE
Serial Number:	77266504	COLEBROOK & CO.
Serial Number:	77301629	G G-III SPORTS FOR HER
Serial Number:	77319504	PEACE, LOVE & BASEBALL
Serial Number:	77394878	ANDREW MARC
Serial Number:	77394789	MARC NEW YORK
Serial Number:	77426206	ELIZABETH HOWARD
Serial Number:	77426188	LAURA JEFEFRIES
Serial Number:	77434004	ANDREW MARC
Serial Number:	77436184	WILLOW GLENN

CORRESPONDENCE DATA

Fax Number: (866)826-5420
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 301-638-0511
Email: ipresearchplus@comcast.net
Correspondent Name: IP Research Plus, Inc.
Address Line 1: 21 Tadcaster Circle
Address Line 2: attn: Penelope J.A. Agodoa
Address Line 4: Waldorf, MARYLAND 20602

ATTORNEY DOCKET NUMBER:	33276
NAME OF SUBMITTER:	Penelope J.A. Agodoa
Signature:	/pja/
Date:	04/22/2008

Total Attachments: 16
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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 G-III Leather Fashions, Inc.
 512 Seventh Avenue
 New York, NY 10018

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
 Name: The CIT Group/Commercial Services, Inc.
 Internal Address: _____
 Street Address: 11 West 42nd Street
 City: New York State: NY ZIP: 10036

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other Financial Institution

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)
 Additional Name(s) & address(es) attached? Yes No

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: April 3, 2008

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
 See attached Schedule B

B. Trademark registration No.(s)
 See attached Schedule B

Additional numbers attached? Yes No

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

Name: _____
 Internal Address: _____

Street Address: _____

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 29

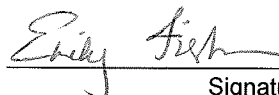
7. Total fee (37 CFR 3.41): \$ _____
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document

Emily M Fishman, Esq.  April 21, 2008
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document: 16

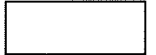
Section 1:

Additional names of conveying parties:

G-III Brands, Ltd.
512 Seventh Avenue
New York, NY 10018
A Delaware Corporation

AM Apparel Holdings, Inc.
570 Seventh Avenue
New York, NY 10018
A Delaware Corporation

Andrew & Suzanne Company Inc.
512 Seventh Avenue
New York, NY 10018
A New York Corporation



**AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 3rd day of April, 2008, by **G-III Leather Fashions, Inc.**, ("G-III Inc."), **J. Percy for Marvin Richards, Ltd.**, a New York corporation ("JPMR"), **G-III Apparel Group, Inc.**, a Delaware corporation ("G-III Apparel"), **G-III Brands, Ltd.**, a Delaware corporation ("G-III Brands"), **AM Apparel Holdings, Inc.**, a Delaware corporation ("AM Apparel") and **Andrew & Suzanne Company Inc.**, a New York Corporation ("A&S", and together with G-III Inc., JPMR, G-III Apparel, G-III Brands and AM Apparel, each a "Grantor" and collectively, the "Grantors"), each with its principal place of business at 512 Seventh Avenue, New York, New York 10018, and **The CIT Group/Commercial Services, Inc.**, a New York corporation, with offices at 11 West 42nd Street, New York, New York 10036 (herein "CIT"), as Agent for the Lenders under the Financing Agreement referred to below (CIT, in such capacity, the "Agent").

W I T N E S E T H:

WHEREAS, (i) G-III Inc., JPMR and CK Outerwear, LLC (collectively, the "Original Companies"), Agent and certain Lenders are parties to a certain Financing Agreement dated as of July 11, 2005 (as amended from time to time prior to the date hereof, the "Original Financing Agreement"), which Original Financing Agreement provides for the Lenders to make certain loans, advances and extensions of credit, all to or for the account of the Original Companies and for the grant by the Original Companies to Agent of a security interest in certain of the Original Companies' assets, and (ii) G-III Apparel and G-III Brands are each party to a Guaranty and a Guaranty Security Agreement each dated as of July 11, 2005 (as the same have been amended from time to time prior to the date hereof, collectively, the "Original Guaranty Documents"), and (iii) to secure its obligations under the Original Guaranty Documents, each of G-III Apparel and G-III Brands granted to Agent a security interest in certain assets including, without limitation, the patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses of G-III Apparel and G-III Brands (collectively, the "Original G-III Intellectual Property"), all as more fully set forth in a Grant of Security Interest in Patents, Trademarks and Licenses (as same may have been amended from time to time prior to the date hereof, the "Original IP Security Document");

WHEREAS, (i) each of the Original Companies, A. Marc & Co., Inc., and A&S (collectively, the "Company"), Agent and certain Lenders are parties to a certain Amended and Restated Financing Agreement of even date herewith (as the same may be further amended, restated, supplemented or modified from time to time, the "Financing Agreement"), which Financing Agreement provides for the Lenders to make certain loans, advances and extensions of credit, all to or for the account of the Company and for the ratification and further grant by the Company to Agent of a security interest in certain of the Company's assets, and (ii) G-III Apparel, G-III Brands, and AM Apparel (together with the other Guarantors named therein, each a "Guarantor" and collectively, the "Guarantors") are parties to an Amended and Restated Guaranty and an Amended and Restated Guaranty Security Agreement each of even date herewith, as the same may be amended from time to time (herein collectively, the "Guaranty Documents"), which Guaranty Documents provide that the Guarantors shall guarantee the

Obligations of the Company and for the grant by the Guarantors to Agent of a security interest in certain assets of the Guarantors;

WHEREAS, the security interests granted by the Company and the Guarantors pursuant to the Financing Agreement and the Guaranty Documents, respectively, include, without limitation, the patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses of each of the Grantors (the "G-III Intellectual Property"), all as more fully set forth therein; and

WHEREAS, each of G-III Apparel and G-III Brands has agreed to ratify its previous grant to Agent of the Original G-III Intellectual Property, and each of the Grantors hereby further grant to Agent a security interest in the G-III Intellectual Property, and, in connection therewith, to amend and restate the Original IP Security Document.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Grantors agree as follows:

1. Definitions. Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. Grant of Security Interest. To secure the payment of the "Obligations" (as defined in the Financing Agreement), G-III Apparel and G-III Brands each hereby ratify, confirm and acknowledge its prior grant to Agent for the benefit of Lenders of a security interest in all of G-III Apparel's and G-III Brands' respective rights, title in interests in and to the Original G-III Intellectual Property, to the extent such interests in and to the Original G-III Intellectual Property continue and have not expired or otherwise terminated, and each Grantor hereby grants to Agent for the benefit of the Lenders a security interest, effective immediately, in all of such Grantor's rights, title and interests in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
 - (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
 - (ii) Trademarks, trademark registrations and/or applications and tradenames including, without limitation, the trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of

the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

- (iii) The goodwill of each Grantor's business connected with and symbolized by the Intellectual Property Collateral; and
 - (iv) All cash and non-cash proceeds of the foregoing.
3. Agent's Rights. Upon the occurrence of any Event of Default hereunder, Agent shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give the applicable Grantor reasonable notice of the time and place of any public sale of Intellectual Property Collateral owned by such party or the time after which any private sale of the Intellectual Property Collateral owned by such party or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the applicable party forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent upon the occurrence of any Event of Default hereunder, Agent shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by each Grantor to Agent concurrently with this Agreement to enable such rights to be carried out. Each Grantor agrees that, in the event Agent exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from Agent to the applicable party, such party shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, each Grantor shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by Agent of the rights provided by this Agreement, be revoked and the right of each Grantor, as applicable, to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon Agent or its transferee(s) shall be entitled to all of such applicable party's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon Agent any duty or responsibility to maintain the Intellectual Property Collateral.
4. Fees. Each Grantor will jointly and severally pay all filing fees with respect to the security interest created hereby which Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.
5. Representations and Warranties. Each Grantor represents and warrants, with respect to the Intellectual Property owned by it as set forth in the Schedules hereto, that it lawfully

possesses and owns such Intellectual Property Collateral and that except for the security interest granted hereby and Permitted Encumbrances (as defined in the Financing Agreement), the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that it has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral, nor will it make or give any assignment, transfer or security interest in the Intellectual Property Collateral; provided, however, that upon prior written notice to Agent, any of the Intellectual Property Collateral owned by any Grantor may (subject to the security interest granted under this Agreement) be assigned to another Grantor.

6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agent in connection with such sale and the exercise of Agent's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations in such order as Agent may elect; and the balance, if any, shall be paid to the applicable Grantor, or as a court of competent jurisdiction may direct.
7. Defense of Claims. G-III Apparel will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent therein. G-III Apparel agrees to reimburse Agent for all costs and expenses incurred by Agent in defending any such action, claim or proceeding.
8. Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and the Guaranty Documents, and shall not be deemed to affect, modify or limit the Financing Agreement or the Guaranty Documents, or any rights that Agent has under the Financing Agreement or Guaranty Documents. Each Grantor agrees to execute and deliver to Agent (at its own expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.
9. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
10. **CHOICE OF LAW. EACH GRANTOR AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE FINANCING AGREEMENT AND THE GUARANTY DOCUMENTS CONSTITUTES THE ENTIRE AGREEMENT OF EACH OF THE GRANTORS AND AGENT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND**

SHALL BIND AND BENEFIT EACH GRANTOR, AGENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. EACH GRANTOR, AND AGENT EACH HEREBY EXPRESSLY WAIVE ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.

11. Events of Default. Any of the following constitutes an Event of Default under this Agreement:
 - (i) Any Grantor fails to perform or observe any agreement, covenant or condition required under this Agreement in any material respect;
 - (ii) Any warranty or representation made by any Grantor in this Agreement shall be or becomes false or misleading in any material respect; or
 - (iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by Agent.

12. Notices. Each Grantor covenants and agrees that, with respect to the Intellectual Property Collateral, it will give Agent written notice in the manner provided in the Financing Agreement of:
 - (i) any claim by a third party that the applicable party has infringed on the rights of a third party;
 - (ii) any suspected infringement by a third party on the rights of the applicable party; or
 - (iii) any Intellectual Property Collateral created, arising or acquired by it after the date hereof.

13. Further Assurances. Each Grantor will take any such action as Agent may reasonably require to further confirm or protect Agent's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, each Grantor hereby grants to Agent a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action on such party's behalf required to effectuate the terms, provisions and conditions of this Agreement.

14. Termination. This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment of all Obligations of the Company thereunder. Upon the Company's request, Agent shall within a reasonable time after any such termination execute and deliver to Grantors (at the Grantors' joint and several expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

15. Ratification. As of the date of this Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses, the terms, conditions, covenants, agreements,

representations and warranties contained in the Original IP Security Document shall be deemed amended and restated in their entirety as set forth above and the Original IP Security Document shall be consolidated with and into and superseded by this Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses without breaking continuity; provided, however, that nothing contained in this Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses shall impair, limit or affect the security interests heretofore granted, pledged and or assigned to the Agent under the Original IP Security Document and this Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses does not constitute a novation of the Original IP Security Document or the security interests granted in connection therewith.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the date first herein above set forth.

G-III LEATHER FASHIONS, INC.

By: Neal S. Nackman
Name: Neal S. Nackman
Title: Vice President - Finance

J. PERCY FOR MARVIN RICHARDS, LTD.

By: Neal S. Nackman
Name: Neal S. Nackman
Title: Secretary

G-III APPAREL GROUP, LTD.

By: Neal S. Nackman
Name: Neal S. Nackman
Title: Chief Financial Officer and Treasurer

G-III BRANDS, LTD.

By: Neal S. Nackman
Name: Neal S. Nackman
Title: Vice President - Finance

AM APPAREL HOLDINGS, INC.

By: Neal S. Nackman
Name: Neal S. Nackman
Title: Vice President- Finance and Secretary

ANDREW & SUZANNE COMPANY INC.

By: Neal S. Nackman
Name: Neal S. Nackman
Title: Vice President – Finance and Secretary

Agreed and Accepted this
_____ day of _____, 2008

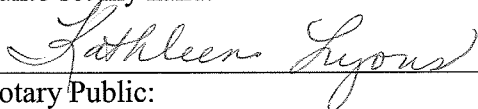
THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

By: _____
Name: Edward J. Ahearn
Title: Senior Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The undersigned, a Notary Public in and for the above State and County, does hereby certify that on April 3, 2008, before me personally appeared Neal S. Nackman, to me known to be the identical individual(s) described in and who executed the foregoing instrument as the officer indicated of the aforesaid Corporations, to whom I first made known the contents thereof, and who being by me duly sworn, did depose and say that same was signed and delivered as a free and voluntary act and deed, for the uses and purposes therein set forth, and that same was signed by due authority of the Board of Directors of said Corporations.

IN WITNESS WHEREOF, I have hereunto set my hand.



Notary Public:

Commission Expires 1/7/2010

KATHLEEN LYONS
Notary Public, State of New York
No. 01SC6068634
Qualified in New York County
Commission Expires January 07, 2010

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

On _____, 2008, before me, the undersigned, a notary public in and for said State, personally appeared Edward J. Ahearn known to me to be a Senior Vice President of **The CIT Group/Commercial Services, Inc.** the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.


Notary Public

ANDREW & SUZANNE COMPANY INC.

By: _____
Name: Neal S. Nackman
Title: Vice President – Finance and Secretary

Agreed and Accepted this
3rd day of April, 2008

THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

By: 
Name: Edward J. Ahearn
Title: Senior Vice President

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

The undersigned, a Notary Public in and for the above State and County, does hereby certify that on _____, 2008, before me personally appeared Neal S. Nackman, to me known to be the identical individual(s) described in and who executed the foregoing instrument as the officer indicated of the aforesaid Corporations, to whom I first made known the contents thereof, and who being by me duly sworn, did depose and say that same was signed and delivered as a free and voluntary act and deed, for the uses and purposes therein set forth, and that same was signed by due authority of the Board of Directors of said Corporations.

IN WITNESS WHEREOF, I have hereunto set my hand.

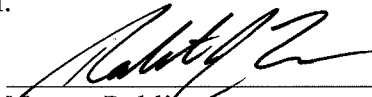
Notary Public:

Commission Expires

STATE OF NEW YORK)
)
COUNTY OF NEW YORK)

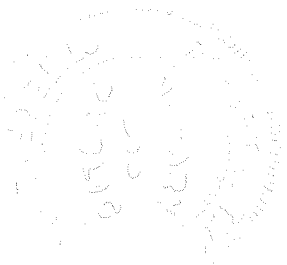
On April 3, 2008, before me, the undersigned, a notary public in and for said State, personally appeared Edward J. Ahearn known to me to be a Senior Vice President of **The CIT Group/Commercial Services, Inc.** the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.



Notary Public

ROBERT J. TAN
NOTARY PUBLIC, State of New York
No. 01TA6063307
Qualified in Nassau County
Commission Expires August 27, 20 08



**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

Between

**G-III LEATHER FASHIONS, INC.
J. PERCY FOR MARVIN RICHARDS, LTD.
G-III APPAREL GROUP, LTD.,
G-III BRANDS, LTD.
AM APPAREL HOLDINGS, INC.
ANDREW & SUZANNE COMPANY INC.**

and

THE CIT GROUP/COMMERCIAL SERVICES, INC., as Agent

U.S. TRADEMARKS

Owner	Title	Country	App. No.	App. Date	Reg. No.	Reg. Date
G-III Brands, Ltd.	EXSTO	United States of America	78/743,422	31-Oct-2005		
G-III Brands, Ltd.	EXSTO	United States of America	78/977,796	31-Oct-2005	3,225,223	03-Apr-2007
G-III Brands, Ltd.	STUDIO 512	United States of America	78/749,853	08-Nov-2005		
G-III Leather Fashions, Inc.	CRAFTED INDUSTRIAL COTTON	United States of America	78/752,164	11-Nov-2005		
G-III Leather Fashions, Inc.	NINE RIVETS	United States of America	78/752,166	11-Nov-2005		
G-III Leather Fashions, Inc.	M R APPAREL GROUP	United States of America	78/758,998	22-Nov-2005	3,239,100	08-May-2007
G-III Leather Fashions, Inc.	MARVIN RICHARDS	United States of America	78/758,976	22-Nov-2005	3,243,896	22-May-2007

Schedule B - 1

115420.056-1424855.4

Owner	Title	Country	App. No.	App. Date	Reg. No.	Reg. Date
G-III Leather Fashions, Inc.	MARVIN RICHARDS (stylized)	United States of America	78/759,425	22-Nov-2005	3,264,387	17-Jul-2007
G-III Leather Fashions, Inc.	MARVIN RICHARDS & TRIANGLE DESIGN	United States of America	78/761,768	28-Nov-2005	3,264,390	17-Jul-2007
G-III Brands, Ltd.	BLACK RIVET	United States of America	78/785,008	04-Jan-2006	3,190,337	26-Dec-2006
G-III Brands, Ltd.	G G-III SPORTS BY CARL BANKS & DESIGN	United States of America	78/905,057	09-Jun-2006	3359690	25-Dec-2007
G-III Brands, Ltd.	TOUCH BY ALYSSA MILANO	United States of America	78/913,924	21-Jun-2006		
G-III Brands, Ltd.	TODAY'S AGENDA	United States of America	78/949,620	10-Aug-2006		
G-III Leather Fashions, Inc.	LA NOUVELLE RENAISSANCE	United States of America	78/964,145	30-Aug-2006	3,381,994	12-Feb-2008
G-III Leather Fashions, Inc.	WINLIT	United States of America	78/974,571	14-Sep-2006		
G-III Brands, Ltd.	LEATHEROLOGY	United States of America	77/063,306	13-Dec-2006		
G-III Brands, Ltd.	BLACK RIVET UNIFORM DENIM	United States of America	77/066,152	18-Dec-2006		
AM Apparel Holdings, Inc.	MARC NEW YORK	United States of America	77186429	21-May-2007		
G-III Leather Fashions, Inc.	MARVIN RICHARDS	Canada	1,348,446	23-May-2007		
G-III Brands, Ltd.	ARNOLD CONSTABLE	United States of America	77/256,834	16-Aug-2007		
G-III Brands, Ltd.	COLEBROOK & CO.	United States of America	77/266,504	28-Aug-2007		
G-III Leather Fashions, Inc.	G G-III SPORTS FOR HER & Design	United States of America	77/301,629	11-Oct-2007		
G-III Leather Fashions, Inc.	PEACE, LOVE AND BASEBALL	United States of America	77/319,504	01-Nov-2007		
Andrew & Suzanne Company Inc.	ANDREW MARC	United States of America	77/394,878	12-Feb-2008		
Andrew & Suzanne Company Inc.	MARC NEW YORK	United States of America	77/394,789	12-Feb-2008		
G-III Leather Fashions, Inc.	ELIZABETH HOWARD	United States of America	77426206	19-Mar-2008		

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Owner	Title	Country	App. No.	App. Date	Reg. No.	Reg. Date
G-III Leather Fashions, Inc.	LAURA JEFFRIES	United States of America	77426188	19-Mar-2008		
G-III Leather Fashions, Inc.	ANDREW MARC	United States of America	77434004	28-Mar-2008		
G-III Leather Fashions, Inc.	WILLOW GLENN	United States of America	77436184	31-Mar-2008		