

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	ASSIGNS THE ENTIRE INTEREST AND THE GOODWILL
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CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Harold's Stores, Inc.		01/08/2009	CORPORATION: OKLAHOMA

RECEIVING PARTY DATA

Name:	Global Brand Group, LLC.
Composed Of:	COMPOSED OF Branded, LLC and Gordon Brothers, Brands, LLC
Street Address:	101 Huntington Avenue, 10th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02199
Entity Type:	JOINT VENTURE: DELAWARE

PROPERTY NUMBERS Total: 8

Property Type	Number	Word Mark
Registration Number:	1956503	HAROLD POWELL
Registration Number:	1951569	HAROLD POWELL
Registration Number:	1915132	OLD SCHOOL
Registration Number:	1885490	OSCC
Registration Number:	1570438	OLD SCHOOL CLOTHING CO.
Registration Number:	1389152	
Registration Number:	1387606	OLD SCHOOL
Registration Number:	1304308	

CORRESPONDENCE DATA

Fax Number: (740)892-3860  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 740-892-2118  
 Email: JeffMFurr@aol.com  
 Correspondent Name: Jeffrey M. Furr

OP \$215.00 1956503

Address Line 1: 2622 Debolt Road  
Address Line 4: Utica, OHIO 43080

NAME OF SUBMITTER:	Jeffrey M. Furr
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Signature:	/jmf/
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Date:	01/15/2009
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**Total Attachments: 41**

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Dated: January 08, 2009 15:41:21

The following is ORDERED:

*T.M. Weaver*

T.M. Weaver  
United States Bankruptcy Judge

IN THE UNITED STATES BANKRUPTCY COURT  
FOR THE WESTERN DISTRICT OF OKLAHOMA

In re:	)	
	)	
HAROLD'S STORES, INC., et al., <sup>1</sup>	)	Case No. 08- 15027
	)	Chapter 11
Debtors.	)	Jointly Administered
	)	
	)	

**ORDER APPROVING SALE OF SUBSTANTIALLY ALL OF THE DEBTORS'  
REMAINING ASSETS PURSUANT TO  
BANKRUPTCY CODE SECTIONS 105, 363 AND 365**

This matter comes before the Court upon consideration upon the Motion for Order (I) Approving Bidding Procedures in Connection with the Sale of All or Substantially All of the Debtors' Remaining Assets, (II) Authorizing the Debtors to Enter into One or More Stalking

<sup>1</sup> The affiliates and related entities of Harold's Stores, Inc. are Harold's Financial Corporation; Harold's Direct, Inc.; Harold's Limited Partners, Inc.; Harold's DBO, Inc.; Harold's Stores of Texas L.P.; Harold's of Jackson, Inc.; and Harold's Limited Partners, Inc.

Horse Agreements in Connection with One or More Miscellaneous Asset Sales, (III) Approving the Payment of One or More Breakup Fees in Connection therewith, (IV) Authorizing Assumption and Assignment of Certain Leases and Contracts; and (V) Approving and Setting an Auction Date, Hearing Date, and Sale Objection Date Pursuant to Bankruptcy Code Sections 105, 363, and 365 (Docket No. 71) (“**Motion**”),<sup>2</sup> filed by Harold's Stores, Inc., its affiliates and related entities (collectively “**Debtors**”) on November 13, 2008. On November 19, 2008, the Court granted certain relief requested in the Motion pursuant to its Order (I) Approving Bidding Procedures in Connection with the Sale of All or Substantially All of the Debtors' Remaining Assets, (II) Authorizing the Debtors to Enter into One or More Stalking Horse Agreements in Connection with One or More Miscellaneous Asset Sales, (III) Approving the Payment of One or More Breakup Fees in Connection therewith, and (IV) Approving and Setting an Auction Date, Hearing Date, and Sale Objection Date Pursuant to Bankruptcy Code Sections 105, 363, and 365 (Docket No. 95) (the “**Procedures Order**”). In the Procedures Order, this Court approved certain bidding and auction procedures and set the Motion for hearing on approval of the sale to the highest and best bidder(s) at the auction. Subsequently the Court continued the dates established in the Procedures Order for bids to be submitted and an auction held, among other things, as provided in the Notice of Continued Sale and Bid Deadlines and Auction and Final Hearing on Confirmation of Sale of Debtors' Assets (Docket 178) filed on December 3, 2008. Pursuant to the Procedures Order, Debtors gave notice of selection of stalking horse bidders (Docket No. 271) on January 6, 2009 and held an auction on January 7, 2009. On January 7, 2009 Debtors filed their Notice of Winning Bids and Proposed Purchase Agreements for Sale Pursuant to Section 363 of the Bankruptcy Code (Docket No. 279) (the “**Notice**”) providing

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<sup>2</sup> Capitalized terms not defined herein shall have the meanings ascribed to them in the Motion or in the Bid Procedures.

notice to the Court and parties-in-interest of the results of the auction and requesting entry of an order (the “**Order**”), under Bankruptcy Code sections 105, 363 and 365 and Bankruptcy Rule 6004, approving the sale of certain Miscellaneous Assets as requested in the Motion and the Notice. In the Notice and at the hearing on the Motion, Debtors advised the Court that they withdrew the request to sell and/or assume and assign any of Debtor’s real estate leases for lack of acceptable bids on those assets. Having determined that the relief requested in the Motion is in the best interests of the Debtors, their estates, their creditors, and other parties in interest herein, upon the record made at the hearing and herein, after due deliberation, and good and sufficient cause appearing therefore;

THE COURT FINDS AND CONCLUDES THAT

A. The Court has jurisdiction over the Motion pursuant to 28 U.S.C. §§ 157 and 1334, and this matter is a core proceeding pursuant to 28 U.S.C. § 157(b)(2)(A). Venue of these cases and the Motion in this district is proper under 28 U.S.C. §§ 1408 and 1409.

B. Good and sufficient notice of the relief sought in the Motion (which is the subject of this Order) has been given as required by Sections 363 and 365 of the Bankruptcy Code and under Bankruptcy Rules 2002, 6004, 6006, 9006 and 9014 and no further notice is required. A reasonable opportunity to object or be heard regarding the relief requested in the Motion has been afforded to all parties entitled to notice (i) under this Court's order limiting notice entered on November 7, 2008; (ii) to all entities known to have expressed an interest in a transaction regarding the Debtors’ assets that are the subject of the Motion; (iii) to all entities known to have an interest or lien in any of the assets to be sold; (iv) to all federal, state and local regulatory or taxing authorities or recording offices that have a reasonably known interest in the relief requested through the Motion.

C. Debtors, with the assistance of their professionals and consultants previously retained pursuant to orders previously entered by this Court have proceeded to market the Miscellaneous Assets to be sold in accordance with the Motion and the Procedures Order. Due diligence materials were provided to all interested parties and Debtors have actively marketed the Miscellaneous Assets to be sold in a reasonable manner.

D. The proposed Purchase Agreement between Debtors and RonHow LLC (“**RonHow**”) attached as Exhibit “1” to this Order (the “**RonHow Purchase Agreement**”) is reasonable and in the best interests of Debtors and their estates, creditors and other parties-in-interest. The RonHow Purchase Agreement provides for the transfer of Records as defined in such agreement that may contain personally identifiable information about individuals within the meaning of 11 U.S.C. § 363(b)(1) to RonHow. Debtors have disclosed their policy prohibiting the transfer of such personally identifiable information that was in effect on the commencement date of this case. However, pursuant the RonHow Purchase Agreement, RonHow has agreed to abide by and continue implementation of Debtors existing policy and, therefore, the Court finds that the proposed sale to RonHow is consistent with such policy as provided in 11 U.S.C. § 363(b)(1)(A) and that an appointment of a consumer privacy ombudsman is not required in connection with the proposed sale.

E. The proposed Purchase Agreement between Debtors and Joint Venture Composed of Branded, LLC and Gordon Brothers Brands, LLC (the “**Joint Venture**”)<sup>3</sup> attached as Exhibit

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<sup>3</sup> Gordon Brothers Brands, LLC is an affiliate of Gordon Brothers Retail Partners, LLC (“GBRP”). On December 1, 2008, the Bankruptcy Court entered a Final Order Pursuant to §§ 363 and 365 of the Bankruptcy Court Authorizing Continuation of Debtors’ Liquidation Sale, Assumption of Agency Agreement with Gordon Brothers Retail Partners, LLC and Related Relief, pursuant to which the Agency Agreement between GBRP and Seller dated November 6, 2008 was approved. GBRP is presently conducting going out of business sales at the Seller’s retail locations as the Seller’s exclusive agent under the Agency Agreement.

“2” to this Order (the “**Joint Venture Purchase Agreement**”) is reasonable and in the best interests of Debtors and their estates, creditors and other parties-in-interest.

F. RonHow and Ronus, Inc. assert a secured claim in substantially all of the assets of the Debtors' estates. RonHow and Ronus, Inc. have consented to the sales proposed in the Joint Venture Purchase Agreement and the RonHow Purchase Agreement (collectively the “**Purchase Agreements**”). RonHow and Ronus, Inc. have expressly consented to the transfer and conveyance of the IP Assets as that term is defined in the Joint Venture Purchase Agreement to the Joint Venture pursuant to the Joint Venture Purchase Agreement free and clear of the liens and claims of RonHow and Ronus, Inc. provided that their liens shall attach to the proceeds of the sale of the IP Assets.

G. The Official Committee of Unsecured Creditors does not oppose the sales pursuant to the Purchase Agreements but reserves all of its rights to investigate the liens claimed by RonHow and Ronus, Inc. and does not waive any objections that it might assert on or before the Challenge Period Termination Date of January 23, 2009 as provided in this Court's Final Order (1) Approving Post-Petition Financing (2) Granting Liens and Providing Superpriority Administrative Expense Status Pursuant to 11 U.S.C. §§ 363 and 364, (3) Authorizing Use of Cash Collateral and Providing Adequate Protection Pursuant to 11 U.S.C. §§ 361 and 363; and (4) Modifying Automatic Stay (Docket No. 172) entered on December 2, 2008.

H. The Purchase Agreements are the result of arms-length negotiations, are the best offers made, have been entered into in good faith, without fraud or collusion, and are in the best interests of Debtors, their bankruptcy estates and all parties-in-interest in this bankruptcy case. Based upon the circumstances of this case, a sound business reason exists for the proposed sales. The sale price under each of the Purchase Agreements is fair and reasonable and the proposed

buyers are proceeding in good faith in the purchase of the Miscellaneous Assets that are the subject of this Order and, therefore, the Joint Venture and RonHow and Ronus, Inc. are entitled to the protections afforded by 11 U.S.C. § 363(m). None of the Debtors, the Joint Venture, RonHow or Ronus, Inc. has engaged in any conduct that would cause or permit either of the Purchase Agreements to be avoided pursuant to Bankruptcy Code section 363(n)..

I. All objections filed to the Motion have been withdrawn by announcement on the record at the hearing.

J. The entry of this Order is in the best interests of the Debtors and their estates, creditors, and all other parties-in-interest herein; and it is therefore

**ORDERED, ADJUDGED AND DECREED THAT:**

1. The Motion is **GRANTED** as set forth herein.
2. The RonHow Purchase Agreement and all of the terms and conditions thereof, are hereby approved in all respects as provided in this Order. Pursuant to 11 U.S.C. § 363(f) Debtors are hereby authorized to sell the Purchased Assets to RonHow in accordance with the terms of the RonHow Purchase Agreement upon credit bid pursuant 11 U.S.C. § 363(k), free and clear of any liens or interest in the property of any other person or entity.
3. The Joint Venture Purchase Agreement and all of the terms and conditions thereof, are hereby approved in all respects as provided in this Order. Effective upon Closing and the payment by the Joint Venture of the sum of \$85,000 to Debtors and pursuant to 11 U.S.C. § 363(f), Debtors are hereby authorized to sell the IP Assets to be transferred under the Joint Venture Purchase Agreement free and clear of any liens, claims, encumbrances and/or interests in the property of any other person or entity with all such liens, claims, encumbrances and/or interests attaching only to the proceeds of the sale.



4. The Debtors are authorized and directed to perform all of their obligations arising under the Purchase Agreements and to execute such other documents and take such further actions as are necessary to effectuate the Purchase Agreements.

5. The transfer of the assets by the Debtors to RonHow and to the Joint Venture as provided in the Purchase Agreements will be a legal, valid and effective transfer of such assets and upon the Closing and completion of the transactions contemplated by the Purchase Agreements, good and marketable title (a) to the assets to be conveyed pursuant to the Joint Venture Purchase Agreement shall vest with the Joint Venture and (b) to the assets to be conveyed pursuant to the RonHow Purchase Agreement shall vest with RonHow.

6. The Purchase Agreements and all transactions and instruments contemplated thereunder and the terms of this Order shall be specifically enforceable against, binding upon, and not subject to rejection or avoidance by the Debtors, their creditors and all other parties in interest, and any successors of the Debtors, including any trustee or examiner appointed in these cases or any subsequent or converted cases of the Debtors under chapter 7 or chapter 11 of the Bankruptcy Code.

7. The provisions of this Order shall be self-executing and each and every federal, state or local agency, department or governmental authority with regulatory authority over the completion of the transactions contemplated by the Purchase Agreements and the transfer of the assets contemplated under the Purchase Agreements shall be directed to accept this Order as binding authority to consummate and shall be enjoined from interfering with the consummation of the Purchase Agreements.

8. The Purchase Agreements are in the best interests of the Debtors, their estates and creditors and all parties in interest.

9. The Purchase Agreements were entered into following arm's-length, good faith, non-collusive negotiations and the sales of the assets pursuant to the terms of the Purchase Agreements represent good faith transactions entitled to the protection afforded by §363(m) of the Bankruptcy Code in the event of a reversal or modification on appeal of this Order.

10. The terms and provisions of the Purchase Agreements are fair and reasonable and the consideration to be paid for the assets to be transferred under the Purchase Agreements represents the highest and best offer for such assets.

11. Except as provided in the Purchase Agreements, neither RonHow nor the Joint Venture are assuming nor shall they in any way whatsoever be liable or responsible, as a successor or otherwise, for any liabilities, debts or obligations of the Debtors prior to consummation of the transactions contemplated by the Purchase Agreements.

12. This Court shall retain jurisdiction to hear and determine all matters arising from or related to the Purchase Agreements and the construction, performance and enforcement of the terms and provisions of the Purchase Agreements and this Order.

13. The Closing of the sales contemplated in this Order shall occur on the later of 5:00 p.m. January 16, 2009 or the date on which all of the conditions to closing have been met unless the parties to a particular Purchase Agreement agree in writing to a later closing date.

14. Notwithstanding Bankruptcy Rule 6004(g), this Order shall take effect immediately upon its entry.

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s/ Judy Hamilton Morse  
JUDY HAMILTON MORSE, OBA #6450  
WILLIAM H. HOCH III, OBA #15788  
REGAN S. BEATTY, OBA #20349  
CHERISH K. RALLS, OBA # 21332

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COUNSEL FOR DEBTORS

## PURCHASE AGREEMENT

***THIS PURCHASE AGREEMENT*** (this "***Agreement***"), dated as of January \_\_\_\_, 2009, is by and between HAROLD'S STORES, INC., an Oklahoma corporation ("***Harold's***"), HAROLD'S FINANCIAL CORPORATION, an Oklahoma corporation ("***Harold's Finance***"), HAROLD'S DIRECT, INC., an Oklahoma corporation ("***Harold's Direct***"), HAROLD'S STORES OF TEXAS, L.P., a Texas limited partnership ("***Harold's Texas***"), HAROLD'S OF JACKSON, INC., a Mississippi corporation ("***Harold's Mississippi***", and collectively with Harold's Texas, Harold's Direct, Harold's Finance and Harold's, the "***Seller***"), and RONHOW, LLC, a Georgia limited liability company ("***Buyer***"). ***Unless defined elsewhere herein, capitalized terms used in this Agreement shall have the meanings assigned to such terms in Exhibit I hereto.***

### PRELIMINARY STATEMENTS

On November 7, 2008, each of Harold's, Harold's Finance, Harold's Direct, Harold's Texas and Harold's Mississippi filed voluntary petition under Chapter 11 of the Bankruptcy Code. The cases have been administratively consolidated under Case No. 08-15027 (each a "***Bankruptcy Case***" and collectively, the "***Bankruptcy Cases***"). Seller continues to operate its businesses and manage its properties as debtors and debtors-in-possession pursuant to Sections 1107(a) and 1108 of the Bankruptcy Code.

Seller owns the Purchased Assets and wishes to sell, and Buyer wishes to purchase, the Purchased Assets.

Seller and Buyer intend the transactions contemplated hereby to be true sales or other outright conveyances of the Purchased Assets from Seller to Buyer, providing Buyer with the full benefits of ownership of the Purchased Assets, and Seller and Buyer do not intend these transactions to be, or for any purpose to be characterized as, loans from Buyer to Seller.

***NOW, THEREFORE***, in consideration of the foregoing premises and the mutual agreements herein contained and other good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

### ARTICLE I AMOUNTS AND TERMS OF THE PURCHASE

#### Section 1.1 Purchase of Purchased Assets.

(a) Effective as of the Effective Date, upon the terms and subject to the conditions set forth herein, Seller does hereby sell, assign, transfer, set-over and otherwise convey to Buyer, without recourse (except to the extent expressly provided herein), and Buyer does hereby purchase from Seller, all of Seller's right, title and interest in and to all of the Purchased Assets.

(b) It is the intention of the parties hereto that the Purchase of the Purchased Assets made hereunder shall constitute a sale, which sale is absolute and irrevocable and provides Buyer with the full benefits of ownership of the Purchased Assets. The sale of the

**EXHIBIT 1**

Purchased Assets hereunder is made without recourse to Seller; *provided, however*, that (i) Seller shall be liable to Buyer for all covenants made by Seller pursuant to the terms hereof, and (ii) such sale does not constitute and is not intended to result in an assumption by Buyer of any obligation of Seller or any other Person arising in connection with the Purchased Assets or any other obligations of Seller. In view of the intention of the parties hereto that the transfer of the Purchased Assets made hereunder shall constitute a sale of the Purchased Assets rather than loans secured thereby, Seller agrees that it will mark its master data processing records relating to the Purchased Assets with a legend stating that Buyer has purchased the Purchased Assets, and to note in its financial statements that the Purchased Assets have been sold to Buyer.

Section 1.2 Purchase Price.

(a) The purchase price for the Purchased Assets shall be \$1,910,000.

(b) The purchase price for the Purchased Assets shall be payable solely as a credit against and reduction of the indebtedness owing by Seller to Buyer under the Pre-Petition Loan Agreement. Such credit shall be applied first to accrued but unpaid interest and second to principal.

Section 1.3 Transfer of Records.

(a) In connection with the sale of the Purchased Assets hereunder, Seller hereby sells, transfers, assigns and otherwise conveys to Buyer all of Seller's right and title to and interest in the Records relating to the Purchased Assets, without the need for any further documentation in connection with such Purchase. In connection with such transfer, Seller hereby grants to Buyer, an irrevocable, non-exclusive license to use, without royalty or payment of any kind, all software used by Seller to account for the Purchased Assets, to the extent necessary to administer the Purchased Assets, whether such software is owned by Seller or is owned by others and used by Seller under license agreements with respect thereto, *provided that* should the consent of any licensor of such software be required for the grant of the license described herein, to be effective, Seller hereby agrees that upon the request of Buyer, Seller will use its reasonable efforts to obtain the consent of such third-party licensor (which reasonable efforts shall not require Seller to pay or advance any funds to such third-party licensor or any similar party). The license granted hereby shall be irrevocable until the indefeasible payment in full of the Receivables.

(b) Seller (i) shall take such action reasonably requested by Buyer, from time to time hereafter, that may be necessary or appropriate to ensure that Buyer has an enforceable ownership interest in the Records relating to the Purchased Assets, and (ii) shall use its reasonable efforts (which reasonable efforts shall not require Seller to pay or advance any funds to such third-party licensor or any similar party) to ensure that Buyer has an enforceable right (whether by license or sublicense or otherwise) to use all of the computer software used to account for the Purchased Assets and/or to recreate such Records.

ARTICLE II  
CONDITIONS OF PURCHASE

Section 2.1 Conditions Precedent to the Purchase. The Purchase is subject to the satisfaction of the following conditions precedent:

- (a) this Agreement shall have been duly executed by all parties hereto;
- (b) the Bankruptcy Court shall have entered an order approving the Purchase free and clear of all Liens other than Permitted Encumbrances, which order shall be in full force and effect, shall not have been reversed, vacated or stayed and shall not have been amended, supplemented or otherwise modified without the prior written consent of Buyer;
- (c) all motions and other documents to be filed with and submitted to the Bankruptcy Court in connection with this Agreement shall be in form and substance reasonably satisfactory to Buyer;
- (d) Buyer shall have entered into a lease of the premises at 765 Asp Avenue, Norman, Oklahoma, on terms satisfactory to Buyer;
- (e) Buyer shall have obtained from the holder of the Trademarks, at no cost to Buyer, the right to use such Trademarks for a period of two years to the extent necessary for the collection and servicing of the Receivables;
- (f) Buyer shall have acquired access to and the right to use Seller's computer systems and software (including, without limitation, its AS400 system) as described in Section 1.3 of this Agreement for the purpose of collecting and servicing the Receivables; and
- (g) all other documents and legal matters in connection with the transactions contemplated by this Agreement shall have been delivered, executed, or recorded and shall be in form and substance satisfactory to Buyer.

Buyer may waive any of the foregoing conditions upon written notice to Seller.

ARTICLE III  
COVENANTS

Section 3.1 Affirmative Covenants of Seller. Seller hereby covenants as set forth below:

- (a) Ownership. Seller will take all necessary action to establish and maintain, irrevocably in Buyer legal and equitable title to the Purchased Assets, free and clear of any Liens created by or through Seller other than Permitted Encumbrances (***including, without limitation***, the filing of all financing statements or other similar instruments or documents necessary under the UCC (or any comparable law) of all appropriate jurisdictions to perfect Buyer's interest in the Receivables, Related Assets and Collections and such other action to perfect, protect or more fully evidence the interest of Buyer as Buyer may reasonably request).

**EXHIBIT 1**

(b) Collections. Seller will cause (1) all proceeds from all Lock-Boxes to be directly deposited by a Collection Bank into a Collection Account and (2) each Lock-Box and Collection Account to be subject at all times to a Collection Account Agreement that is in full force and effect. In the event any payments relating to Receivables are remitted directly to Seller or any affiliate of Seller, Seller will remit (or will cause all such payments to be remitted) directly to a Collection Bank and deposited into a Collection Account within two (2) business days following receipt thereof and, at all times prior to such remittance, Seller will itself hold or, if applicable, will cause such payments to be held in trust for the exclusive benefit of Buyer and its assigns. Seller will transfer exclusive ownership, dominion and control of each Lock-Box and Collection Account to Buyer and will not grant the right to take dominion and control of any Lock-Box or Collection Account at a future time or upon the occurrence of a future event to any Person, except to Buyer as contemplated by this Agreement.

Section 3.2 Negative Covenants of Seller. Seller hereby covenants that:

(a) Name Change, Offices and Records. Seller will not change its (i) state of organization, (ii) name, (iii) identity or structure (within the meaning of Article 9 of any applicable enactment of the UCC) or, except as specifically contemplated herein, relocate its chief executive office at any time while the location of its chief executive office is relevant to perfection of Buyer's interest in the Receivables or the associated Related Assets and Collections, or any office where Records are kept unless it shall have: (i) given Buyer at least ten (10) days' prior written notice thereof and (ii) delivered to Buyer all financing statements, instruments and other documents reasonably requested by Buyer in connection with such change or relocation. The parties acknowledge that Seller intends to relocate its chief executive office from its current location to another location within the Dallas-Fort Worth metropolitan area no later than January 31, 2009, and Seller shall promptly thereafter notify Buyer in writing of the address of its new chief executive office.

(b) Change in Payment Instructions to Obligors. Seller will not add or terminate any bank as a Collection Bank, or make any change in the instructions to Obligors regarding payments to be made to any Lock-Box or Collection Account, unless Buyer shall have received, at least ten (10) days before the proposed effective date therefor, (i) written notice of such addition, termination or change and (ii) with respect to the addition of a Collection Bank or a Collection Account or Lock-Box, an executed Collection Account Agreement with respect to the new Collection Account or Lock-Box; ***provided, however***, that Seller may make changes in instructions to Obligors regarding payments if such new instructions require such Obligor to make payments to another existing Collection Account.

(c) Sales, Liens. Seller will not sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, or create or suffer to exist any Lien upon (including, without limitation, the filing of any financing statement) or with respect to, the Purchased Assets, or upon or with respect to any Contract under which any Receivable arises, or any Lock-Box or Collection Account, or assign any right to receive income with respect thereto (other than, in each case, the creation of the interests therein in favor of Buyer provided for herein and the Permitted Encumbrances), and Seller will defend the right, title and interest of Buyer in, to and under any of the foregoing property, against all claims of third parties claiming through or under Seller (other than Permitted Encumbrances).

**EXHIBIT 1**

(d) Accounting for Purchases. Seller will not, and will not permit any affiliate of Seller to, account for or treat (whether in financial statements or otherwise) the transactions contemplated hereby in any manner other than the sale of the Purchased Assets by Seller to Buyer or in any other respect account for or treat the transactions contemplated hereby in any manner other than as a sale of the Purchased Assets by Seller to Buyer except to the extent that such transactions are not recognized on account of consolidated financial reporting in accordance with generally accepted accounting principles.

Section 3.3 Affirmative Covenant of Buyer. Buyer hereby acknowledges receipt of Seller's privacy policy or policies applicable to personally identifiable information of Obligors and covenants that it will continue to abide by such policies for all purposes with respect to information contained in the Records relating to the Purchased Assets following the consummation of the transactions contemplated in this Agreement.

ARTICLE IV  
MISCELLANEOUS

Section 4.1 Waivers and Amendments.

(a) No failure or delay on the part of Buyer in exercising any power, right or remedy under this Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any such power, right or remedy preclude any other further exercise thereof or the exercise of any other power, right or remedy. The rights and remedies herein provided shall be cumulative and nonexclusive of any rights or remedies provided by law. Any waiver of this Agreement shall be effective only in the specific instance and for the specific purpose for which given.

(b) No provision of this Agreement may be amended, supplemented, modified or waived except in writing signed by Seller and Buyer.

Section 4.2 Notices. All communications and notices provided for hereunder shall be in writing (including bank wire, telecopy or electronic facsimile transmission or similar writing) and shall be given to the other parties hereto at their respective addresses or telecopy numbers set forth on the signature pages hereof or at such other address or telecopy number as such Person may hereafter specify for the purpose of notice to each of the other parties hereto. Each such notice or other communication shall be effective (a) if given by telecopy, upon the receipt thereof, (b) if given by mail, three (3) business days after the time such communication is deposited in the mail with first class postage prepaid or (c) if given by any other means, when received at the address specified in this Section 4.2.

Section 4.3 Protection of Ownership Interests of Buyer.

(a) Seller agrees that from time to time, at its expense, it will promptly execute (if required), deliver and authorize the filing of all instruments and documents, and take all actions, that may be necessary or desirable, or that Buyer may reasonably request, to perfect, protect or more fully evidence the interest of Buyer hereunder, or to enable Buyer to exercise and enforce their rights and remedies hereunder.



**EXHIBIT 1**

(b) If Seller fails to perform any of its obligations hereunder, Buyer may (but shall not be required to) perform, or cause performance of, such obligations, and Buyer's actual and reasonable costs and expenses incurred in connection therewith shall be payable by Seller. Seller irrevocably authorizes Buyer (and its assigns) at any time and from time to time in the sole discretion of Buyer and appoints Buyer as its attorney-in-fact, to act on behalf of Seller (i) to authorize on behalf of Seller as debtor the filing of financing statements necessary or desirable in Buyer's reasonable opinion to perfect and to maintain the perfection and priority of the interest of Buyer in the Purchased Assets and (ii) to file a carbon, photographic or other reproduction of this Agreement or any financing statement with respect to the Receivables as a financing statement in such offices as Buyer in their reasonable opinion deem necessary or desirable to perfect and to maintain the perfection and priority of Buyer's interests in the Receivables. This appointment is coupled with an interest and is irrevocable. Seller hereby authorizes Buyer to file financing statements and other filing or recording documents with respect to the Receivables and Related Assets (including any amendments thereto, or continuation or termination statements thereof), without the signature or other authorization of Seller, in such form and in such offices as Buyer reasonably determines appropriate to perfect or maintain the perfection of the ownership of Buyer hereunder.

Section 4.4 CHOICE OF LAW. THIS AGREEMENT SHALL BE A CONTRACT MADE UNDER AND GOVERNED BY THE INTERNAL LAWS OF THE STATE OF GEORGIA WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF EXCEPT TO THE EXTENT THAT THE LAWS OF ANOTHER JURISDICTION GOVERN THE PERFECTION, OR THE EFFECT OF PERFECTION OR NONPERFECTION, OF THE OWNERSHIP INTERESTS OR SECURITY INTERESTS OF SELLER OR ANY OF ITS ASSIGNS.

Section 4.5 Integration; Binding Effect; Survival of Terms.

(a) This Agreement contains the final and complete integration of all prior expressions by the parties hereto with respect to the subject matter hereof and shall constitute the entire agreement among the parties hereto with respect to the subject matter hereof superseding all prior oral or written understandings.

(b) This Agreement shall be binding upon and inure to the benefit of Seller, Buyer and their respective successors and permitted assigns (including any trustee in bankruptcy). Seller may not assign any of its rights and obligations hereunder or any interest herein without the prior written consent of Buyer. Buyer may assign at any time its rights and obligations hereunder and interests herein to any other Person without the consent of Seller.

Section 4.6 Counterparts; Severability; Section References. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which when taken together shall constitute one and the same Agreement. Any provisions of this Agreement which are prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

**EXHIBIT 1**

Unless otherwise expressly indicated, all references herein to "Article," "Section," "Schedule" or "Exhibit" shall mean articles and sections of, and schedules and exhibits to, this Agreement.

*IN WITNESS WHEREOF*, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date hereof.

**SELLER:**

**HAROLD'S STORES, INC.**

By: \_\_\_\_\_  
Name: Ronald Staffieri  
Title: Chief Executive Officer

**HAROLD'S FINANCIAL CORPORATION**

By: \_\_\_\_\_  
Name: Ronald Staffieri  
Title: Chief Executive Officer

**HAROLD'S DIRECT, INC.**

By: \_\_\_\_\_  
Name: Ronald Staffieri  
Title: Chief Executive Officer

**HAROLD'S OF JACKSON, INC.**

By: \_\_\_\_\_  
Name: Ronald Staffieri  
Title: Chief Executive Officer

**HAROLD'S STORES OF TEXAS, L.P.**

By: HSTX, Inc., General Partner

By: \_\_\_\_\_  
Name: Ronald Staffieri  
Title: Chief Executive Officer

**EXHIBIT 1**

Address for notices to Seller:

765 Asp Avenue  
Norman, Oklahoma 73069  
Attention: \_\_\_\_\_  
Fax No. \_\_\_\_\_

with a copy to:  
Crowe & Dunlevy  
20 North Broadway, Suite 1800  
Oklahoma City, Oklahoma 73102  
Attention: Judy Morse, Esq.  
Fax No. (405) 239-6692

**BUYER:**

RONHOW, LLC

By: RONUS, INC., its managing member

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Address for notices to Buyer:

3290 Northside Parkway, Suite 250  
Atlanta, GA 30302  
Attention: Bob Anderson  
Fax No. \_\_\_\_\_

## Exhibit I

### Definitions

This is Exhibit I to the Agreement (as hereinafter defined). As used in the Agreement and the Exhibits and Schedules thereto, capitalized terms have the meanings set forth in this Exhibit I (such meanings to be equally applicable to the singular and plural forms thereof).

**“Bankruptcy Case”** has the meaning set forth in the preamble to this Agreement

**“Bankruptcy Code”** means Title 11 of the United States Bankruptcy Code (11 U.S.C. §§ 101 et seq.), as in effect from time to time, and any successor statute.

**“Bankruptcy Court”** means the United States Bankruptcy Court for the Western District of Oklahoma.

**“Buyer”** has the meaning set forth in the preamble to the Agreement, and such term shall include such Person’s successors and permitted assigns.

**“Collection Account”** means each account into which collections into each Lock-Box are deposited, including the accounts listed on Exhibit III hereto.

**“Collection Account Agreement”** means an agreement among Buyer, Seller and a Collection Bank governing the transfer to Buyer of all Collections received in a Collection Account.

**“Collection Bank”** means each bank maintaining a Collection Account, including those banks listed on Exhibit III hereto.

**“Collections”** means all collections on the Receivables, whether in cash or property.

**“Contract”** means, with respect to any Purchased Asset, any and all instruments, agreements, invoices or other writings pursuant to which such Purchased Asset arises or which evidences such Purchased Asset.

**“Effective Date”** means the later to occur of (a) January \_\_, 2009, and (b) the business day on which each of the conditions precedent set forth in Section 2.1 have been satisfied or waived by Buyer.

**“Lien”** means, with respect to any asset, any mortgage, deed to secure debt, deed of trust, lien, pledge, charge, security interest, security title, preferential arrangement which has the practical effect of constituting a security interest or encumbrance, or encumbrance or servitude of any kind in respect of such asset to secure or assure payment of a debt or a guarantee, whether by consensual agreement or by operation of statute or other law, or by any agreement, contingent or otherwise, to provide any of the foregoing.

**EXHIBIT 1**

**“Lock-Box”** means each lock-box maintained by Seller for the collection of the Receivables, including those listed on Exhibit III hereto.

**“Material Adverse Effect”** means a material adverse effect on (i) the ability of Seller to perform its obligations under the Agreement, (ii) the legality, validity or enforceability of the Agreement, or (iii) the collectibility of the Receivables generally or of any material portion of the Receivables.

**“Obligor”** means a Person obligated on a Receivable.

**“Outstanding Balance”** of any Receivable at any time means the then outstanding principal balance thereof.

**“Permitted Encumbrances”** shall mean (a) Liens for taxes or assessments or other governmental charges not yet due and payable and (b) Liens of lenders that are released in connection with the Purchase.

**“Person”** means an individual, a corporation, a partnership, a limited liability company, an unincorporated association, a trust or any other entity or organization, including, but not limited to, a government or political subdivision or an agency or instrumentality thereof.

**“Pre-Petition Loan Agreement”** means the Loan and Security Agreement, dated as of February 5, 2003, among Borrowers, the lenders signatory thereto, and Wells Fargo Retail Finance II, LLC, as the agent for said lenders, as amended, which Agreement has been assigned by said lenders and agent to Buyer.

**“Purchase”** means the purchase of the Purchased Assets, together with all related rights in connection therewith, as provided in this Agreement.

**“Purchased Assets”** means the Receivables, the Related Assets, and the Collections related thereto.

**“Receivable”** means all indebtedness and other obligations owed to Seller (at the time it arises, and before giving effect to any transfer or conveyance under the Agreement), including, without limitation, any indebtedness, obligation or interest constituting an account, chattel paper, instrument or general intangible, arising in connection with the sale of goods or the rendering of services by Seller and further includes, without limitation, the obligation to pay any finance charges with respect thereto. Indebtedness and other rights and obligations arising from any one transaction, including, without limitation, indebtedness and other rights and obligations represented by an individual invoice, shall constitute a Receivable separate from a Receivable consisting of the indebtedness and other rights and obligations arising from any other transaction; provided further, that any indebtedness, rights or obligations referred to in the immediately preceding sentence shall be a Receivable regardless of whether the Obligor or Buyer treats such indebtedness, rights or obligations as a separate payment obligation.

**“Records”** all data, documents, books, records and other information relating to such Purchased Asset and the related Obligor on each Receivable, but excluding the software

**EXHIBIT 1**

and systems to which Seller is granting to Buyer access and use rights hereunder or in connection with the Purchase.

***“Related Assets”*** means:

- (i) all rights (but not any obligations under) under all Contracts relating to any Receivable,
- (ii) all security interests or liens and property subject thereto from time to time, if any, purporting to secure payment of any Receivable, whether pursuant to the Contract related to such Receivable or otherwise, together with all financing statements and security agreements describing any collateral securing such Receivable,
- (iii) all guaranties, letters of credit, insurance and other agreements or arrangements of whatever character from time to time supporting or securing payment of any Receivable whether pursuant to the Contract related to such Receivable or otherwise,
- (iv) all service contracts and other contracts and agreements associated with any Receivable,
- (v) all Records related to any Purchased Asset,
- (vi) all of Seller’s right, title and interest in each Lock-Box and each Collection Account, and
- (vii) all proceeds of any of the foregoing.

***“Seller”*** has the meaning set forth in the preamble to the Agreement.

***“Trademarks”*** means all of Seller’s trademarks, trade names, service marks and service names, and all related intellectual property, including, without limitation, the intellectual property covering “Harold’s Stores Inc.”; “Harold’s”; the Old School Clothing Co. trademark number 1570438; Old School trademark number 1387606; trademark number 1915132; and trademarks number 1389152 and 1304308 covering the Carousel Horse symbol.

***“UCC”*** means the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in each jurisdiction governing the attachment, perfection or priority of, or remedies with respect to, Buyer’s interest in the Receivables.

**Exhibit II**

**Principal Offices; Other Names**

***Principal Offices:***

5919 Maple  
Dallas, TX 75235

765 Asp Avenue  
Norman, Oklahoma 73069

***Legal, Trade and Assumed Names:***

None

**Exhibit III**

**NAMES OF COLLECTION BANKS; LOCK-BOXES & COLLECTION ACCOUNTS**

<b><u>LOCK-BOX</u></b>	<b><u>RELATED COLLECTION ACCOUNT</u></b>	
Harold's Sores, Inc. P.O. Box 268884 Oklahoma City, OK 73126	Name of Current Account Holder: Account Number: Bank Name: ABA Number: Contact Person: Contact's Tel: Contact's Fax:	Wells Fargo Retail, LLC 81429513 Bank of Oklahoma, N.A. 103104159 Aaron Barrett
	Name of Current Account Holder: Account Number: Bank Name: ABA Number: Contact Person: Contact's Tel: Contact's Fax:	
	Name of Current Account Holder: Account Number: Bank Name: ABA Number: Contact Person: Contact's Tel: Contact's Fax:	
	Name of Current Account Holder: Account Number: Bank Name: ABA Number: Contact Person: Contact's Tel: Contact's Fax:	



**PURCHASE AGREEMENT**

This Purchase Agreement (the "Agreement"), dated January \_\_, 2009, is by and between Harold's Stores, Inc., Harold's Financial Corporation, Harold's Direct Inc., Harold's Stores of Texas, L.P., Harold's of Jackson, Inc., (collectively "Seller"), having a principal business address at 5919 Maple Ave., Dallas, TX 75235 and a Joint Venture Composed of Branded, LLC and Gordon Brothers Brands, LLC<sup>1</sup> (collectively, "Buyer"), having a principal business address at 3333 Lee Parkway Sixth Floor, Dallas, Texas 75219.

Recitals:

WHEREAS, Seller filed cases under chapter 11 of the United States Code (the "Bankruptcy Code") in the United States Bankruptcy Court for the Western District of Oklahoma (the "Bankruptcy Court") on November 7, 2008, jointly administered under Case No. 08-15027;

WHEREAS, Seller is the owner of the Intellectual Property Assets as represented by Sellers in Schedule 5.16 provided by Seller to Buyer a copy of which is attached to this Agreement, as well as the Internet Uniform Resource Locator web addresses associated to each trademark, as well as all associated marketing materials including digital images, internet archives, catalog archives, physical artwork archives, as well as finished goods samples, and other such information and materials, as well as the goodwill of the business symbolized thereby, the related trade dress and certain common law rights in the trademarks (collectively, the "IP Assets");

WHEREAS, Seller desires to sell, transfer and assign to Buyer its entire right, title and interest in and to the IP Assets;

WHEREAS, Buyer desires to buy Seller's entire right, title and interest in and to the IP Assets;

WHEREAS, Buyer was the successful bidder at an auction conducted by Seller on January 6, 2009.

NOW, THEREFORE, for the consideration set forth herein, the parties agree as follows:

Sale and Purchase of IP Assets.

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<sup>1</sup> Gordon Brothers Brands, LLC is an affiliate of Gordon Brothers Retail Partners, LLC ("GBRP"). On December 1, 2008, the Bankruptcy Court entered a Final Order Pursuant to §§ 363 and 365 of the Bankruptcy Code Authorizing Continuation of Debtors' Liquidation Sale, Assumption of Agency Agreement with Gordon Brothers Retail Partners, LLC and Related Relief, pursuant to which the Agency Agreement between GBRP and Seller dated November 6, 2008 was approved. GBRP is presently conducting going out of business sales at the Seller's retail locations as the Seller's exclusive agent under the Agency Agreement.

**EXHIBIT 2**

1. Purchase Price. The purchase price to be paid for the IP Assets will be USD Eighty Five Thousand (\$85,000.00) (the "Purchase Price"). The Purchase Price shall be paid in cash or by wire transfer of immediately available funds pursuant to written instructions of Seller to be delivered to Buyer on or before the Closing Date.

2. Buyer Representations and Warranties. Subject to Bankruptcy Court approval of this Agreement, Buyer has the right and power to enter into this Agreement and consummate the transactions contemplated herein and transfer the IP Assets to Buyer free and clear of any and all liens, claims, encumbrances and/or other interests.

3. Transfer Rights. At Closing, Seller shall sell, grant, transfer, assign, and convey to Buyer, its successors and assigns, the entire right, title, interest, ownership and all subsidiary rights in and to the IP Assets together with the goodwill of the business symbolized by the IP Assets, including the right to apply for, receive registrations and otherwise secure and maintain protections for the Trademarks in Buyer's name (or in the name of any of its successors-in-interest) as claimant anywhere in the world.

4. Grant of Limited License. Effective upon the Closing of this Agreement and transfer of the IP Assets to Buyer, Buyer grants to RonHow LLC, at no cost to RonHow LLC, the non-exclusive right to use the Trademarks conveyed to Buyer pursuant to this Agreement for a period of two years for the sole and limited purpose of the collection and servicing of the accounts receivable purchased by RonHow LLC from Sellers. This limited license shall inure to the benefit of RonHow LLC and any of its successors and assigns, who are expressly designated as third party beneficiaries of this grant of non-exclusive limited license as provided in this paragraph.

5. Waiver of Rights. At Closing, Seller shall waive all rights to the IP Assets and shall retain no rights in the IP Assets.

6. Cooperation. Following the Closing, Seller agrees to cooperate, at Buyer's expense, as reasonably necessary to protect Buyer's right, title and interest in the IP Assets and to execute any documents that might be reasonably necessary to perfect Buyer's ownership of the Trademarks and registration or transfer of the same, including executing Assignment Agreements.

7. Entire Agreement. This Agreement constitutes the entire agreement between the parties hereto; this Agreement supersedes any prior oral or written agreement or understanding between the parties;

8. Severability. If any term or condition of this Agreement or the application thereof to any entity or circumstances shall, to any extent, be declared invalid or unenforceable, neither the remainder of this Agreement nor the application of such term or condition to any other entity or circumstance shall be affected thereby, and each remaining term and condition of this Agreement shall be valid and enforceable to the fullest extent permitted by law.

**EXHIBIT 2**

9. Bankruptcy Court Approval. This Agreement, and Buyer's obligation to close hereunder, shall be subject to final approval of the Bankruptcy Court pursuant to a final order satisfactory to Buyer in Buyer's commercially reasonable discretion.

IN WITNESS WHEREOF, Seller and Buyer have executed this Purchase Agreement as of the date first written above.

**SELLER:**

**HAROLD'S STORES, INC.**

By: \_\_\_\_\_

Name: Ronald Staffieri

Title: Chief Executive Officer

**HAROLD'S FINANCIAL  
CORPORATION**

By: \_\_\_\_\_

Name: Ronald Staffieri

Title: Chief Executive Officer

**HAROLD'S DIRECT, INC.**

By: \_\_\_\_\_

Name: Ronald Staffieri

Title: Chief Executive Officer

**HAROLD'S OF JACKSON, INC.**

By: \_\_\_\_\_

Name: Ronald Staffieri

Title: Chief Executive Officer

**HAROLD'S STORES OF TEXAS, LP**

By: HSTX, Inc., General Partner

By: \_\_\_\_\_

Name: Ronald Staffieri

Title: Chief Executive Officer

**EXHIBIT 2**

Address for notices to Seller:

765 Asp Avenue  
Norman, Oklahoma 73069

with a copy to:

Crowe & Dunlevy  
20 North Broadway, Suite 1800  
Oklahoma City, Oklahoma 73102  
Attention: Judy Morse, Esq.  
Fax No. (405) 272-5242

**BUYER:**

**A Joint Venture Composed of  
Branded, LLC and Gordon Brothers  
Brands, LLC**

By: Branded, LLC  
Duly Authorized

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Name: Keith Johnston  
Title: Manager

Address for Notices to Buyer:

Keith Johnston  
Branded Inc.  
3333 Lee Parkway  
Sixth Floor  
Dallas, TX 75219

**SCHEDULE 5.16**  
**INTELLECTUAL PROPERTY**

Harold' s Registered Artwork

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Allan Thomas Fabric Designs #A-862T	VAU 499-707	19-Dec-00
Allan Thomas Fabric Designs #PP SL 908	VAU 499-705	19-Dec-00
Andrea Aranow #40	VAU 499-461	19-Dec-00
Anteprima 12545G	VAU 487-098	05-Sep-00
Anteprima 1574DO	VAU 487-097	05-Sep-00
Anteprima 19949SW	VAU 487-077	05-Sep-00
Anteprima 234530LO	VAU 487-071	05-Sep-00
Anteprima 2593LO	VAU 487-088	05-Sep-00
Anteprima 32637G	VAU 487-094	05-Sep-00
Anteprima 658DA	VAU 487-096	05-Sep-00
Anthea Davies #21457B	VAU 499-460	19-Dec-00
Babylon Border Whinston & Wright STEW 2076	VAU 480-271	12-Jul-00
Bangalore Embroidered Border- Amanda Kelly, LM1	VAU 480-275	12-Jul-00
Bermuda Forest- Amanda Kelly, BJ 73	VAU 480-274	12-Jul-00
Bernini #09-XX-21	VAU 499-703	19-Dec-00
Bernini 011PS	VAU 487-078	05-Sep-00
Bernini 012-XX-18	VAU 488-954	29-Mar-00
Bernini 01-XX-20	VAU 488-952	29-Mar-00
Bernini 02-M-3	VAU 488-964	29-Mar-00
Bernini 02-Q-18	VAU 488-955	29-Mar-00
Bernini 03-D-2	VAU 488-939	29-Mar-00
Bernini 03-XX-1	VAU 488-958	29-Mar-00
Bernini 04WW32	VAU 487-085	05-Sep-00
Bernini 3-CI-67-Q	VAU 488-951	29-Mar-00
Bernini H-G-I	VAU 488-953	29-Mar-00
Bernini L-SI	VAU 488-956	29-Mar-00
Best Buds- Elle2 206288B	VAU 487-103	05-Sep-00
Boggia - Prints Unlimited 19564	VAU 488-949	29-Mar-00
Claridge Paisley Robert Vernub C 660	VAU 480-269	12-Jul-00
Colorfield IA 360	VAU 487-087	05-Sep-00
Colorfield IA 388	VAU 487-081	05-Sep-00
Colorfield MA 1352	VAU 487-090	05-Sep-00
Contromoda CF-102496	VAU 487-084	05-Sep-00
Contromoda CL-102946	VAU 487-083	05-Sep-00
Contromoda CME-100969	VAU 487-831	05-Sep-00
Contromoda CR-104155	VAU 487-833	05-Sep-00
Creations Robert Vernet C 660	VAU 488-959	29-Mar-00
Creations Robert Vernet DD 8680	VAU 458-858	01-Mar-00
Creations Robert Vernet SYL 7750	VAU 485-169	07-Mar-00
Creations Robert Vernet X 8277	VAU 488-965	29-Mar-00
Creations- Robert Vernet, DD 9934	VAU 485-157	07-Mar-00
Cubist Revival The Style Council 3241	VAU 480-279	12-Jul-00

**SCHEDULE 5.16**  
**INTELLECTUAL PROPERTY**

David Lee- Prints Unlimited SP 39/4212F	VAU 488-944	29-Mar-00
David Lee- Prints Unlimited, AD 961	VAU 488-940	29-Mar-00
David Lee- Prints Unlimited, FV 122H	VAU 488-945	29-Mar-00
Edmond Taylor DE 1598	VAU 487-067	05-Sep-00
Edmond Taylor DE 1603	VAU 487-086	05-Sep-00
Egg and Dart CGM 1050	VAU 487-059	05-Sep-00
Egg and Dart EO 53	VAU 487-107	05-Sep-00
Elle2 201304	VAU 488-946	29-Mar-00
Elle2 206049B	VAU 487-828	05-Sep-00
Elle2 206379B	VAU 487-070	05-Sep-00
European Textile Collection JM 261	VAU 499-702	19-Dec-00
European Textile Collection KM958	VAU 499-480	19-Dec-00
European Textile Collection SIMA 2380	VAU 499-479	19-Dec-00
Faro Design LDMV1957-20	VAU 499-478	19-Dec-00
Faro Design SOZ933-20	VAU 499-476	19-Dec-00
Flavio Z 100-1400	VAU 487-099	05-Sep-00
Flavio Z 100-14250	VAU 487-108	05-Sep-00
Flower Power- Amanda Kelly, LM 63	VAU 480-272	12-Jul-00
Formula Clare 1006	VAU 458-871	01-Mar-00
Formula Clare 1007	VAU 458-863	01-Mar-00
Formula Deb 18	VAU 485-142	07-Mar-00
Formula Deb 7137	VAU 458-866	01-Mar-00
Formula EC Scag	VAU 458-859	01-Mar-00
Gather No Moss #2048FY	VAU 499-708	19-Dec-00
Gather No Moss #2077BM	VAU 521-032	19-Dec-00
Gypsy Queen Mosaïque 197510A	VAU 480-264	12-Jul-00
Hampton Stripe- David Lee, FV 1594G	VAU 473-342	20-Apr-00
Helena Gavshon HKG 504	VAU 487-066	05-Sep-00
Helena Gavshon JA 2955	VAU 458-869	01-Mar-00
Helena Gavshon JA 3266	VAU 487-834	05-Sep-00
Helena Gavshon JA 3296	VAU 487-835	05-Sep-00
Helena Gavshon SFB 178	VAU 458-868	01-Mar-00
Helena Gavshon VP 786	VAU 458-872	01-Mar-00
Helena Gavshon VP 902	VAU 487-068	05-Sep-00
Helena Gavshon VP 905	VAU 487-065	05-Sep-00
Helena Gavshon VP 906	VAU 487-069	05-Sep-00
Hip to be Squalre The Style Council EB32 91	VAU 480-278	12-Jul-00
In Design OX 563	VAU 487-106	05-Sep-00
In Design OX 663	VAU 488-276	05-Sep-00
In Design SL 1011	VAU 488-275	05-Sep-00
In Design SL 914	VAU 487-209	05-Sep-00
Kaleidoscope 200-892	VAU 487-075	05-Sep-00
Karen- Elle 2 220002B	VAU 467-621	03-Apr-00
Karen Moller #AD 2855	VAU 499-459	19-Dec-00

**SCHEDULE 5.16**  
**INTELLECTUAL PROPERTY**

Karen Moller #AD 67320	VAU 499-458	19-Dec-00
Karen Moller #JS 2033	VAU 499-457	19-Dec-00
Kiosk JR 896	VAU 492-820	28-Apr-00
Kiosk JR 947	VAU 492-826	28-Apr-00
London Portfolio AM 1346	VAU 495-240	05-May-00
London Portfolio ANT 668	VAU 495-241	05-May-00
London Portfolio H.V. 1866	VAU 458-867	01-Mar-00
London Portfolio J.J. 1290	VAU 495-237	05-May-00
London Portfolio MC 354	VAU 495-242	05-May-00
London Portfolio VSJ 1319	VAU 495-239	05-May-00
London Portfolio VSJ 1334	VAU 495-238	05-May-00
Moda & Moda 28228	VAU 458-864	01-Mar-00
Moda & Moda 28239	VAU 458-862	01-Mar-00
Moda & Moda 28628	VAU 485-161	07-Mar-00
Moda & Moda 28679	VAU 488-947	29-Mar-00
Moda & Moda 29205	VAU 492-812	28-Apr-00
Moda & Moda 29253	VAU 492-814	28-Apr-00
Moda & Moda 29290	VAU 492-815	28-Apr-00
Moda & Moda 29298	VAU 492-816	28-Apr-00
Mosaique 1912329A	VAU 488-950	29-Mar-00
Mosaique 193505A Tommi	VAU 467-628	03-Apr-00
Mosaique 197143B Ashley	VAU 495-244	05-May-00
Navajo Beaded Border- Kaleidoscope Design Studio, 220 103	VAU 480-277	12-Jul-00
New Age BNAKG 54987	VAU 487-074	05-Sep-00
Old Town Embroidered Border- Kaleidoscope Design Studio, 220 092	VAU 480-273	12-Jul-00
Prints Unlimited 19501	VAU 488-961	29-Mar-00
Rowena Bristow AES 387	VAU 485-167	07-Mar-00
Rowena Bristow Associates AES 343	VAU 479-277	21-Jan-00
Rowena Bristow Associates JAT 1111	VAU 488-941	29-Mar-00
Rowena Bristow Associates Lara 90	VAU 479-279	21-Jan-00
Rowena Bristow Associates ML 91087	VAU 479-275	21-Jan-00
Rowena Bristow Associates MLE Gassick ML91087 Bohemian Border	VAU 467-643	03-Apr-00
Rowena Bristow Associates MLG Scallop	VAU 488-943	29-Mar-00
Rowena Bristow JAT 1002	VAU 485-149	07-Mar-00
Rowena Bristow JAT 1007	VAU 458-865	01-Mar-00
Rowena Bristow LAS 130	VAU 485-155	07-Mar-00
Rowena Bristow MLY 1171	VAU 485-156	07-Mar-00
Splash #1009706	VAU 499-469	19-Dec-00
Splash MK-6125	VAU 499-468	19-Dec-00
Splash MK-6126	VAU 499-467	19-Dec-00
Starburst- David Lee, AS 1383G	VAU 473-341	20-Apr-00
Strawberry Fields New Age NAC 900985	VAU 480-282	12-Jul-00
Studio Bernini 03-B-12	VAU 492-811	28-Apr-00
Studio Bernini 03-P-21	VAU 492-810	28-Apr-00

**SCHEDULE 5.16**  
**INTELLECTUAL PROPERTY**

Studio Bernini 03-Q-6	VAU 492-818	28-Apr-00
Style Council - Yellow / Turquoise Dress	VAU 488-968	29-Mar-00
Tanuki #FT-29	VAU 499-463	19-Dec-00
Tanuki HS-334	VAU 487-076	05-Sep-00
Tanuki NJS-109	VAU 487-060	05-Sep-00
Tanuki TT-242	VAU 487-208	05-Sep-00
The Collection AH 6467	VAU 487-072	05-Sep-00
The Studio Group 18673	VAU 488-963	29-Mar-00
The Studio Group I 967/20 IV	VAU 487-827	05-Sep-00
The Studio Group V 1154/20 NAO	VAU 487-080	05-Sep-00
The Studio Group V 2804/20 DRA	VAU 487-082	05-Sep-00
The Studio Group V 3071/20 NIK	VAU 487-079	05-Sep-00
The Style Council #3241 ANN	VAU 499-466	19-Dec-00
The Style Council #EB 3291	VAU 499-465	19-Dec-00
The Style Council #EB 3296	VAU 521-033	19-Dec-00
The Style Council #EB 3398	VAU 499-709	19-Dec-00
The Style Council #FJS 9504	VAU 499-455	19-Dec-00
The Style Council #JEH 627	VAU 499-464	19-Dec-00
The Style Council EB 1713	VAU 487-061	05-Sep-00
The Style Council FJS 9116	VAU 487-772	05-Sep-00
The Style Council FJS 9227	VAU 487-105	05-Sep-00
Tom Cody EA 879	VAU 487-104	05-Sep-00
Unlimited LL 72	VAU 485-163	07-Mar-00
Unlimited LYN 1404	VAU 485-147	07-Mar-00
Unlimited LYN 1567	VAU 485-148	07-Mar-00
Unlimited NP 117	VAU 485-145	07-Mar-00
Unlimited NP 123	VAU 485-144	07-Mar-00
Unlimited ZI F731	VAU 485-146	07-Mar-00
Victorian Dream- Couleurs En Vogue, Suzanne 819	VAU 472-340	20-Apr-00
Westcott Design DB 202	VAU 488-966	29-Mar-00
Westcott Design L 9390	VAU 485-152	07-Mar-00
Whiston & Wright JOD 220	VAU 458-873	01-Mar-00
Whiston & Wright RCP 345	VAU 485-153	07-Mar-00
Whiston & Wright RCP 361	VAU 485-158	07-Mar-00
Whiston & Wright WB 1010	VAU 485-154	07-Mar-00
Whiston and Wright ST JV 9730	VAU 487-064	05-Sep-00
Whiston and Wright ST JV 9734	VAU 487-089	05-Sep-00
Whiston and Wright ST LR 1411	VAU 487-063	05-Sep-00
ZINC DC 0608B	VAU 458-861	01-Mar-00



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<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Allan Thomas Designis JEM 581	VAU 519-586	30-Aug-01
Allan Thomas GL 112	VAU 509-147	26-Feb-01
Allan Thomas GL 115	VAU 509-146	26-Feb-01
Allan Thomas SF 1902	VAU 509-145	26-Feb-01
Allan Thomas SF 1944	VAU 513-901	25-Apr-01
Amanda (Style Council TSC 650 KAT)	VAU 505-750	07-Mar-01
Amazon Floral- Colorfield J 2616	VAU 519-613	30-Aug-01
Animal Attraction- David Lee, LK 669G	VAU 505-747	07-Mar-01
Anthea Davies 19818 B	VAU 519-584	30-Aug-01
Anthea Davies 23567B	VAU 454-072	16-Apr-01
Anthea Davies 23590N	VAU 454-081	16-Apr-01
Anthea Davies 23983B	VAU 454-063	16-Apr-01
Anthea Davies 2661LW	VAU 454-090	16-Apr-01
Anthea Davies 6326LW	VAU 509-150	26-Feb-01
Anthea Davies 6333LW	VAU 509-149	26-Feb-01
Anthea Davies 6371LW	VAU 454-088	16-Apr-01
Anthea Davies 900LW	VAU 454-087	16-Apr-01
Antique Hydrangea- Docuswatch, 02-40	VAU 519-630	30-Aug-01
Arabesque- David Lee, NF-569G	VAU 525-410	01-May-01
Bacall's Bouquet- Karen Moller, AD 2855	VAU 527-601	06-Apr-01
Balinese Border- Flavio Z, 100-2092 S	VAU 519-641	30-Aug-01
Batik Lace- Flavio Z, 100-2089 S	VAU 519-640	30-Aug-01
Baxter Fawcett LF 4690	VAU 509-148	26-Feb-01
Bedford Paisley- Docuswatch	VAU 519-625	30-Aug-01
Bermuda Stripes- Helena Gavshon, JA 3537	VAU 519-619	30-Aug-01
Bernini 010-C-14	VAU 454-086	16-Apr-01
Bernini 011-P-20	VAU 454-078	16-Apr-01
Bernini 07-C-20	VAU 454-082	16-Apr-01
Bernini 1/1-P-21	VAU 454-062	16-Apr-01
Bernini 1/1-P-22	VAU 454-085	16-Apr-01
Blanket Stitch Plaid- Marilyn Kern, JR 9267	VAU 522-581	30-Aug-01
Blossom Burnout Border- Brewster, CW 2374	VAU 519-618	30-Aug-01
Bohemain Paisley Border- Docuswatch, HF 32	VAU 505-748	07-Mar-01
Botanical (Rowena Bristow 126/AES)	VAU 505-754	07-Mar-01
Boucle Paisley- Marilyn Kern, JK B311	VAU 519-590	30-Aug-01
Cajvan Paisley Bands- Flavio Z, 100-1839 S	VAU 519-638	30-Aug-01
Calico- Andrea Aranow Textile	VAU 519-585	30-Aug-01
Carisle Floral- Whinston & Wright, STJ9734	VAU 530-986	15-Oct-01
Cinema Paradisio- Faros Design, LPV 2960-20	VAU 527-603	06-Apr-01
Couleurs En Vogue G6S AS 6013	VAU 511-658	07-Feb-01
Country Bouquet- Brewster, 1W4 121	VAU 519-646	30-Aug-01

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Country Calico- Brewster, 1W4 123	VAU 519-647	30-Aug-01
Country Day Daisies- Docuswatch	VAU 519-624	30-Aug-01
Creations Robert Vernet BA 4632	VAU 511-657	07-Feb-01
Crimson Tides - Robert Vernet DD 8680	VAU 509-450	25-Apr-01
Crochet Rose- David Lee, LAK 202	VAU 519-608	30-Aug-01
Daffodil Garden- London Portfolio AS 4800	VAU 519-591	30-Aug-01
Dimitios, Animal Print Painting	VAU 509-152	26-Feb-01
Dimitios, Paisley Document	VAU 509-151	26-Feb-01
Docuswatch KSH	VAU 519-627	30-Aug-01
Doral Paisley- Flavio Z 100-1400	VAU 530-985	15-Oct-01
Doris Daisy- Allan Thomas, A-940T	VAU 527-604	06-Apr-01
Elena Floral- Group Four, CWM 422	VAU 519-604	30-Aug-01
Elle 2 2103101C	VAU 454-061	16-Apr-01
Elle 2 210744A	VAU 454-077	16-Apr-01
European Textile Collection JM 263	VAU 523-229	07-Feb-01
European Textile Collection JM 385	VAU 523-228	07-Feb-01
European Textile Collection LC 583	VAU 523-230	07-Feb-01
Fiji Floral- Groot & Co Designs, CO-0039	VAU 519-601	30-Aug-01
Flavio Z 1002063R	VAU 513-898	25-Apr-01
Flavio Z 1002124R	VAU 513-899	25-Apr-01
Flavio Z 5009622	VAU 513-897	25-Apr-01
Floral Applique-Rowena Bristow JAT 1074	VAU 525-414	01-May-01
Florentine- Dimitios, MT 32168	VAU 519-631	30-Aug-01
Flowerpatch Stars- Flavio Z, 100-633 S	VAU 519-600	30-Aug-01
Formula Clare 457	VAU 511-656	07-Feb-01
Formula SAM 24	VAU 511-655	07-Feb-01
Franci Embroidery- Group Four, CHRMR 330	VAU 519-603	30-Aug-01
Galaxy Dot-Mosaique 102501B	VAU 525-416	01-May-01
Gardengate Toile- Ilene Danchig, 8684-S	VAU 519-596	30-Aug-01
Gazebo Grid- Group Four, VDR 0156	VAU 531-207	16-Oct-01
Gilbey & Cheyne HFGE4	VAU 523-227	07-Feb-01
Gilbey & Cheyne LGCSXS	VAU 523-225	07-Feb-01
Gilbey & Cheyne LMO 457	VAU 523-226	07-Feb-01
Group Four NINI 1052	VAU 523-224	07-Feb-01
Group Four NINI 1068	VAU 523-222	07-Feb-01
Group Four NINI 1153	VAU 513-903	25-Apr-01
Group Four NINI 1155	VAU 513-902	25-Apr-01
Group Four NINI 1162	VAU 513-895	25-Apr-01
Group Four NINI 848	VAU 523-210	07-Feb-01
Group Four NINI 850	VAU 523-221	07-Feb-01
Group Four VMB 915	VAU 513-896	25-Apr-01
Guest Cottages- Anthea Davies 24069B	VAU 519-583	30-Aug-01
Heather- Helena Gavshon, VP 1157	VAU 519-598	30-Aug-01
Helena Gavshon JA2892	VAU 454-068	16-Apr-01

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Helena Gavshon JA3434	VAU 454-071	16-Apr-01
Helena Gavshon JA3438	VAU 454-079	16-Apr-01
Helena Gavshon JA3507	VAU 454-080	16-Apr-01
Henna Pattern- The Collection	VAU 519-570	30-Aug-01
India Filigree- Colorfield IA 1016	VAU 519-616	30-Aug-01
Island Getaway- Anthea Davies, 24316 B	VAU 519-580	30-Aug-01
Island Mums- European Textile Collection	VAU 519-622	30-Aug-01
Jacobean Crochet- Flavio Z, 100-60 T	VAU 519-599	30-Aug-01
JP Designs MAF 415	VAU 509-157	26-Feb-01
Karen Moller 55372	VAU 454-067	16-Apr-01
Karen Moller MAC MH 00980	VAU 523-220	07-Feb-01
Karen Moller SJ 432	VAU 454-045	16-Apr-01
Karen Moller SJ687	VAU 454-091	16-Apr-01
Karen Moller SJCH	VAU 454-092	16-Apr-01
Katmandu Patchwork- Anthea Davies, 6424LW	VAU 519-579	30-Aug-01
Kiosk JR 796	VAU 519-595	30-Aug-01
Knit 1 Ltd. 1AG-2Q	VAU 522-580	30-Aug-01
Knit 1 Ltd. 1AG-3Q	VAU 519-594	30-Aug-01
Kuba Deco- Colorfield, HL 2241	VAU 519-617	30-Aug-01
La Vita Loca- Anthea Davies, 24293 B	VAU 519-582	30-Aug-01
Lace Corsage- Flavio Z, 100-1768 S	VAU 519-637	30-Aug-01
Lace Ribbon Argyle- Marilyn Kern, JR4696	VAU 519-589	30-Aug-01
Lahaina Floral- Group Four, CWM 358	VAU 527-605	06-Apr-01
Lawford Geometric - The Style Council FJS 9504	VAU 525-418	25-Apr--01
Limoges (Studio Group 15479)	VAU 505-743	07-Mar-01
Loire Border Embroidery-Rowena Bristow LAS 123	VAU 525-415	01-May-01
London Portfolio 2200 188	VAU 454-049	04/16/2001
London Portfolio 300 430	VAU 454-058	16-Apr-01
London Portfolio 500 1579	VAU 454-052	16-Apr-01
London Portfolio 9000 140	VAU 454-046	04/16/2001
London Portfolio 9000 47	VAU 454-055	04/16/2001
London Portfolio H.V. 1897	VAU 511-654	07-Feb-01
Lorelai- European Textile Collection	VAU 519-621	30-Aug-01
Madder 1607	VAU 511-653	07-Feb-01
Madras Stripe Patchwork- Helena Gavshon, JA 2892	VAU 519-607	30-Aug-01
Marie- Helena Gavshon, 2320 RB	VAU 519-605	30-Aug-01
Mario Dot- Bernini, 01-XX-20	VAU 525-417	01-May-01
Matsuda Mums- Marilyn Kern, LR-308B	VAU 519-587	30-Aug-01
Meadowbrook Floral- Anthea Davies, 6438LW	VAU 519-642	30-Aug-01
Moda & Moda 31077	VAU 454-068	16-Apr-01
Moda & Moda 31203	VAU 454-083	16-Apr-01
Moda & Moda 31407	VAU 454-060	16-Apr-01
Mosaique 104721 YA	VAU 454-047	16-Apr-01
Mosaique 104770 YA	VAU 454-057	16-Apr-01

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Mosaique 104828 YB	VAU 454-053	16-Apr-01
Mosaique 104832 YA	VAU 454-054	16-Apr-01
Mosaique 104903 YB	VAU 454-048	16-Apr-01
Mosaique 105025 YA	VAU 454-051	16-Apr-01
Mosaique 105053 YA	VAU 454-050	16-Apr-01
Mosaique 704529 YC	VAU 454-056	16-Apr-01
Nassau Floral - London Portfolio AS 200-2368	VAU 519-593	30-Aug-01
Obi Borders- Groot & Co Designs, CO-518	VAU 519-602	30-Aug-01
Orient Garden- Marilyn Kern, LR-244B	VAU 519-588	30-Aug-01
Paisley Party- Couleurs en Vogue CA-564	VAU 525-409	01-May-01
Pakasandra, Oak & Vine, Flamestitch- Helena Gavshon, 2409 UK	VAU 519-606	30-Aug-01
Palmetto- Docuswatch, C 1938	VAU 519-629	30-Aug-01
Paradise Crewel- Ilene Danchig, 71-5	VAU 519-597	30-Aug-01
Paris Streets- London Portfolio AS 2600-111	VAU 519-592	30-Aug-01
Parrot Tulips- The Collection	VAU 519-569	30-Aug-01
Peking Floral- Brewster, 1W4 174	VAU 519-632	30-Aug-01
Pineapple Juice- Arthea Davies, MW 40	VAU 519-643	30-Aug-01
Placed Tropicals- The Collection	VAU 519-568	30-Aug-01
Presley Flora-New Age BNAKG 54987	VAU 509-454	25-Apr-01
Prints Unlimited 01356/MN	VAU 523-212	07-Feb-01
Prints Unlimited 1057	VAU 523-219	07-Feb-01
Prints Unlimited 1064	VAU 523-211	07-Feb-01
Prints Unlimited 11811H	VAU 454-073	16-Apr-01
Prints Unlimited 132B-RB	VAU 454-076	16-Apr-01
Prints Unlimited 22031	VAU 454-074	16-Apr-01
Prints Unlimited LAK024	VAU 454-075	16-Apr-01
Prints Unlimited LK021	VAU 454-069	16-Apr-01
Prints Unlimited LK03611	VAU 454-084	16-Apr-01
Provence Paisley- Docuswatch, PAI 20/C1940	VAU 519-626	30-Aug-01
Renee Bouquet- Flavio Z, 100-1885 S	VAU 519-639	30-Aug-01
Reptile Paisley- Bernini, H-G-1	VAU 509-451	25-Apr-01
Retro Meadow- Docuswatch	VAU 519-623	30-Aug-01
Robert Vernet A.C. 4085	VAU 454-089	16-Apr-01
Robert Vernet E1062	VAU 513-904	25-Apr-01
Robert Vernet E741	VAU 454-093	16-Apr-01
Robert Vernet KA127	VAU 454-059	16-Apr-01
Robert Vernet M1267 (Strawberry Jam)	VAU 519-577	30-Aug-01
Robert Vernet NI 165 (Madame Butterfly)	VAU 519-576	30-Aug-01
Robert Vernet NI 179 (Bamboo)	VAU 519-575	30-Aug-01
Rowena Bristow & Associates (Status Rectangles)	VAU 522-583	30-Aug-01
Rowena Bristow IJS 286	VAU 511-651	07-Feb-01
Rowena Bristow LAS 138	VAU 511-649	07-Feb-01
Salsa Border- Anthea Davies, 24296 B	VAU 519-581	30-Aug-01
Scarlet Roses- Colorfield IA 1084	VAU 519-615	30-Aug-01

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Scrunchie Rosebuds- Anthea DaviesT 24089 B	VAU 519-644	30-Aug-01
Southpaw Designs AB-765 (Lyon Paisley)	VAU 519-574	30-Aug-01
Southpaw Designs AB-766 (Indra Paisley)	VAU 519-573	30-Aug-01
Southpaw Designs AB-767 (Dalamation Floral)	VAU 519-572	30-Aug-01
Southpaw Designs AB-768 (Apple Fair)	VAU 519-571	30-Aug-01
Square Craze - Moda & Moda 29290	VAU 509-449	25-Apr-01
Striped Balls- David Lee, GB 7571	VAU 519-609	30-Aug-01
Stylized Peonies- Colorfield, MA 1904	VAU 519-610	30-Aug-01
Sultan Paisley- European Textile Collection	VAU 519-620	30-Aug-01
Symphony-Seta Desegno 15-7	VAU 525-411	01-May-01
Taj Mahal Damask- Colorfield IA 1099	VAU 519-614	30-Aug-01
Textile Design Group FP10 Navy Pointilism Lilies	VAU 523-214	07-Feb-01
Textile Design Group FP10 Pointilism Multimass Pansies	VAU 523-218	07-Feb-01
Textile Design Group FP-135	VAU 513-900	25-Apr-01
Textile Design Group GP01 Rain Deco	VAU 523-213	07-Feb-01
Textile Design Group GP10	VAU 523-215	07-Feb-01
The Style Council TSC 889 MM-W	VAU 523-217	07-Feb-01
The Style Council TSC 927 MM-W	VAU 523-216	07-Feb-01
Toile- Antik Tex	VAU 519-645	30-Aug-01
Tokyo Rose- Brewster, 1W4 170	VAU 519-634	30-Aug-01
Tom Cody 211-1953 (Courtney Floral)	VAU 519-567	30-Aug-01
Tom Cody 319-283 (Kyoto Garden)	VAU 519-566	30-Aug-01
Tossed Pansies Brewster, 1W4 154	VAU 519-635	30-Aug-01
Tropical Spectator Daisy- European Textile Collection	VAU 519-636	30-Aug-01
Tunisian Grove- Colorfield, MA 1862	VAU 519-611	30-Aug-01
Turner Tulips- Andrea Aranow, #23	VAU 527-606	06-Apr-01
Venezia Floral- Docuswatch, HF-21	VAU 519-628	30-Aug-01
Victoria Paisley- Couleurs En Vogue, G6S AS6013	VAU 505-749	07-Mar-01
Westcott Design HC 9295	VAU 511-648	07-Feb-01
Westcott Design KG 176	VAU 522-582	30-Aug-01
Westcott Design Q152	VAU 522-584	30-Aug-01
Winchester Rose- Baxter Fawcett Design Studio, T7054	VAU 529-842	18-Jul-01
Woodblock Paisley- Colorfield, J 2708	VAU 519-612	30-Aug-01
Woodblock Stems Embroidery - Rowena Bristow JAT-1044	VAU 525-413	01-May-01
Zen Garden- Brewster, 1W4 173	VAU 519-633	30-Aug-01

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Harold' s Registered Artwork

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
Amelie- Baxter Fawcett, SAM4897	VAU 552-009	17-Jun-02
Anne's Anemones- Lhoptial- Abblard	VAU 551-987	17-Jun-02
April Calico- Lhopital-Abblard	VAU 551-980	17-Jun-02
Bali Hibisucs- Jean-Louis Fradet, BY211	VAU 551-972	17-Jun-02
Battenburg- Westcott Design, LTD HCM217	VAU 551-985	17-Jun-02
Bettina Paisley Border- Westcott Design, HC 6862	VAU 551-961	17-Jun-02
Briar Floral- Christina Oury, CO6016	VAU 551-962	17-Jun-02
Caramoor Floral- Catherine B, JM637	VAU 551-993	17-Jun-02
Carnations- Jean-Louis Fradet, STgL2011518	VAU 551-974	17-Jun-02
Casper- Julie Boddey, JMB 195		
China Closet- Lhopital Abblard	VAU 551-986	17-Jun-02
Cora's Paisley- Karen Moller, 016377	VAU 552-006	17-Jun-02
Crazy Quilt Paisley- Baxter Fawcett, EF308	VAU 552- 003	17-Jun-02
Daisies and Paisleys- Baxter Fawcett, XP4569	VAU 551-979	17-Jun-02
Daisy Mae- Owens and Kim, EB157	VAU 551-958	17-Jun-02
Diana's Daffodils- Caroline et Bettina, K2501	VAU 551-999	17-Jun-02
Disco Sun Beam Sweater- Westcott Design, FH119		
Drifting Summer Paisley- Palm AB2002	VAU 551-968	17-Jun-02
Elsa Tonal Roses- Jean-Louis Fradet, O6P5T244	VAU 551-966	17-Jun-02
Emma Floral Paisley- Karen Moller, 008611	VAU 551-989	17-Jun-02
Exotic Skin- Karen Moller, SJ416	VAU 552-007	17-Jun-02
Fairfield Floral- Baxter Fawcett, SAM4539	VAU 551-990	17-Jun-02
Falling Rosebuds- Caroline et Bettina, K2388	VAU 551-998	17-Jun-02
Fiji Floral- Jean-Louis Fradet, BUY868	VAU 551-977	17-Jun-02
Floral Scrapbook- Caroline et Bettina, H1288	VAU 551-988	17-Jun-02
Flutter Tonal Paisley- The Colorfield, MA 2096	VAU 551-964	17-Jun-02
Gardener's Pride- Baxter Fawcett, XV4573	VAU 552-004	17-Jun-02
Gerber Daisies- Carolinen et Bettina, K2502	VAU 551-997	17-Jun-02
Hanna Floral- Westcott Design, LTD LC539	VAU 551-984	17-Jun-02
Hope Chest Floral- Owens and Kim, A7 1338	VAU 551-965	17-Jun-02
Hospitality- Anthea Davies, 24586B	VAU 551-995	17-Jun-02
Hot House Bandana- Caroline et Bettina, L1013	VAU 552-000	17-Jun-02
Janis Floral Border- Baxter Fawcett, XV2898	VAU 551-991	17-Jun-02
Kawai Spectator- Jean-Louis Fradet, ST9E201148	VAU 551-967	17-Jun-02
Key Largo Floral- Baxter Fawcett, T3232	VAU 552-008	17-Jun-02
London Afternoon- Westcott Design, F142	VAU 551-960	17-Jun-02
Lyon Paisley Border- Baxter Fawcett, LF4732	VAU 551-992	17-Jun-02
Meg's Floral Border- Catherine B, JB6731	VAU 551-994	17-Jun-02
Monarch Floral- A Bony, B5095	VAU 552-010	17-Jun-02
Morning Floral Embroidery- Julie Boddey, NRT150	VAU 551-976	17-Jun-02
Pansy Field- Westcott Design, LTD WR6442	VAU 551-983	17-Jun-02

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Paradise Found, Jean-Louis Fradet, BX232	VAU 551-975	17-Jun-02
Pleasantville- Caroline et Bettina, K2499	VAU 551-996	17-Jun-02
Posy Puzzle- Karen Moller, 058055	VAU 552-005	17-Jun-02
Rebecca Paisley- Christina Oury, CO3001	VAU 551-963	17-Jun-02
Resort Stripe- Baxter Fawcett, XV4818	VAU 552-001	17-Jun-02
Rita's Flower Field- Owens and Kim, Q4935	VAU 551-957	17-Jun-02
Sampler Floral- Rowena Bristow, NH139	VAU 551-969	17-Jun-02
Sara Stitch Floral- Rowena Bristow, NH136	VAU 551-970	17-Jun-02
Spectator Hibiscus- A Bony, M1997	VAU 551-971	17-Jun-02
Spring Splendor- Baxter Fawcett, XV4574	VAU 552-002	17-Jun-02
Tossed Palms- Jean-Louis Fradet, B1679	VAU 551-973	17-Jun-02
Travel Journal- Lhopital-Abblard, IV113	VAU 551-959	17-Jun-02
Watercolor Hibiscus- Baxter Fawcett, T3226	VAU 551-978	17-Jun-02
Weeping Poisies- Westcott Design, RA6852	VAU 551-981	17-Jun-02
Westcott Daisies- Westcott Design, RA6851	VAU 551-982	17-Jun-02

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Harold' s Registered Artwork

<u>Title</u>	<u>Registration Number</u>	<u>Registration Date</u>
American Beauty- UKNY, P1926		
Anteprima 12578G		
Anteprima 25538DA		
Autumn Rose- Colorfield, J2752		
Becky's Blossoms- Flavio Z, 1001988R		
Bernini 04WW32		
Bernini C-D-11		
Blk, Grey, White Floral- Groot & Co, KHR 1124		
Blythe Paisley- Flavio Z, 100-1116T		
Caravan Squares- Elle2, 204102A		
Carisle Houndstooth- Whinston & Wright, ST JV 9734		
Cecilia Paisley- Flavio Z, 2091S		
Chantilly Rose- Colorfield BA1121		
Cocoa Corsage- Group Four, 4-MCK 174		
Colorfield J2234		
Courtney Rose- Flavio Z, 1001420R		
Daffodil Hill- Flavio Z, 100-1043		
David Lee LK-282H		
David Lee- Prints Unlimited, AD 141H		
David Lee- Prints Unlimited, AD 151H		
David Lee- Prints Unlimited, AD 201H		
David Lee- Prints Unlimited, FV 812H		
David Lee- Prints Unlimited, LK 03810G		
David Lee- Prints Unlimited, NSF 862H		
Deco Art- Moda & Moda, 29258		
Diagonal Belts- Flavio Z, 100-1960S		
Dogwood- Flavio Z, 1002094S		
Dolce Daisies- Design Source International, GAS		
Elizabeth Floral- Pool Studio, 23516/22		
Elle2 206081A		
Equestrian- Groot & Co, 528		
European Textile Collection LC 583		
Flavio Z 330-460		
Formula Clare 455		
Formula HW 44		
Formula VK 14		
Genevive Paisley- Flavio Z, 100-113T		
Helena Gavshon JA3498		
JP Designs MAF 396		
Judith Rose- Flavio Z, 100662T		
Karen Moller SJ7338		



**SCHEDULE 5.16**  
**INTELLECTUAL PROPERTY**

Kiosk NRT800  
Lilly's Wallflowers- Colorfield, RC 2445  
London Portfolio #AS 1200 4365  
Maze Deco- Textile Design Group, GP01  
Mini Beehive Geometric- Dimitios, GP47  
Moda & Moda 31432  
Nashville Paisley- Flavio Z, 100 6T  
Pressed Wildflowers- Colorfield, KJ1418  
Prints Unlimited 1064  
Prints Unlimited LAK026  
Rose Potpourri- Linea Studio, 19287  
Rose Shadows- Group Four, CR1618  
Savannah Garden- Colorfield, J2720  
Sheer Elegance- London Portfolio, E9-075  
Textile Design Group GP39  
The Studio Group 19287  
The Style Council EB 3191  
The Style Council EB 3236  
The Style Council FJS 8567  
The Style Council FJS 9506  
The Style Council RAC 124  
Tonal Giraffe- Design Source International, KSH  
Unlimited LYN 1579  
Unlimited NP 143  
Westcott Design CB 018B

**SCHEDULE 5.16**  
**Intellectual Property**  
**(Trademarks and Service Marks)**

**U. S. Registrations**

<b><u>Item</u></b>	<b><u>Reg./App #</u></b>	<b><u>Reg./App. Date</u></b>	<b><u>Mark</u></b>	<b><u>Int. Class</u></b>	<b><u>Description of Product</u></b>
1	1,304,308	11/06/84	Carousel Horse Design	42	Retail store services in the field of clothing and accessories therefor
2	1,387,606	03/25/86	OLD SCHOOL	25	Men's and ladies' shirts
3	1,389,152	04/08/86	Carousel Horse Design	25	Men's and ladies' blazers and suits, men's trousers and ladies' skirts
4	1,570,438	12/05/89	OLD SCHOOL CLOTHING CO.	42	Retail store services in the field of clothing and accessories therefor
5	1,738,741	12/08/92	HAROLD'S	42	Retail clothing store services
6	1,885,490	03/21/95	OSCC (Stylized)	42	Retail store services in the field of clothing and accessories therefor
7	1,915,132	08/29/95	OLD SCHOOL	25	Men's and ladies' clothing, namely, jackets, raincoats, trousers, suits, sport coats, socks, sweaters, jeans, blazers, scarves, neckties, pajamas, swimwear, shorts, shoes, belts and skirts
8	1,951,569	01/23/96	HAROLD POWELL	42	Retail store services in the field of clothing and accessories therefor
9	1,956,503	02/13/96	HAROLD POWELL	25	Men's and ladies' clothing, namely, jackets, raincoats, trousers, suits, sport coats, socks, shirts, sweaters, jeans, blazers, scarves, neckties, pajamas, swimwear, shorts, shoes, belts and skirts
10	2,046,528	03/18/97	OLD SCHOOL	3	Men's toiletries, namely cologne, after shave lotion

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					and soap
11	2,090,733	08/26/97	OSCC BESPOKE	25	Clothing, namely suits, sportcoats, trousers, dress shirts and ties
12	2,095,291	09/09/97	OSCC BIG SPUR	25	Clothing, namely shirts and jeans
13	2,211,580	12/15/98	OLD SCHOOL DENIM	25	Clothing, namely, hats, shirts, shorts and pants
14	2,401,301	11/07/00	BIG SPUR	25	Clothing, namely shirts and jeans