TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	RELEASE BY SECURED PARTY

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
GMAC Commercial Credit LLC		04/05/2002	LIMITED LIABILITY COMPANY: NEW YORK
Banc of America Commercial Corporation	FORMERLY Nationsbanc Commercial Corporation	04/05/2002	CORPORATION: GEORGIA
Bank of America	FORMERLY Nationsbank, N.A.	04/05/2002	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Jones Investment Co. Inc.
Street Address:	1007 Orange Street
Internal Address:	Suite 225
City:	Wilmington
State/Country:	DELAWARE
Postal Code:	19801
Entity Type:	CORPORATION: DELAWARE

Name:	G.V. Trademark Investments, Ltd.
Street Address:	POB 3151 Road Town
City:	Tortola
State/Country:	BRITISH VIRGIN ISLANDS
Entity Type:	CORPORATION: BRITISH VIRGIN ISLANDS

Name:	Gloria Vanderbilt Trademark B.V.
Street Address:	23 Avenue Monterey L-2086
City:	Luxembourg
State/Country:	LUXEMBOURG
Entity Type:	CORPORATION: NETHERLANDS

PROPERTY NUMBERS Total: 1

Property Type	Number	Word Mark

CH $40.00 1333913

Registration Number:	1333913	VANDERBILT

CORRESPONDENCE DATA

Fax Number: (212)921-5370

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

Phone: 212 642-3867

Email: kb@jny.com

Correspondent Name: Katherine Blaukopf

Address Line 1: 1411 Broadway

Address Line 2: 39th Floor

Address Line 4: New York, NEW YORK 10018

DOMESTIC REPRESENTATIVE

Name:

Address Line 1:

Address Line 2:

Address Line 3:

Address Line 4:

NAME OF SUBMITTER:	Laurie J. Gentile
Signature:	/laurie j. gentile/
Date:	06/12/2009

Total Attachments: 36

source=nationsbanc - gvac#page1.tif
source=nationsbanc - gvac#page2.tif
source=nationsbanc - gvac#page3.tif
source=nationsbanc - gvac#page4.tif
source=nationsbanc - gvac#page5.tif
source=nationsbanc - gvac#page6.tif
source=nationsbanc - gvac#page7.tif
source=nationsbanc - gvac#page8.tif
source=nationsbanc - gvac#page9.tif
source=nationsbanc - gvac#page10.tif
source=nationsbanc - gvac#page11.tif
source=nationsbanc - gvac#page12.tif
source=nationsbanc - gvac#page13.tif
source=nationsbanc - gvac#page14.tif
source=nationsbanc - gvac#page15.tif
source=nationsbanc - gvac#page16.tif
source=nationsbanc - gvac#page17.tif
source=nationsbanc - gvac#page18.tif
source=nationsbanc - gvac#page19.tif
source=nationsbanc - gvac#page20.tif
source=nationsbanc - gvac#page21.tif
source=nationsbanc - gvac#page22.tif
source=nationsbanc - gvac#page23.tif

source=nationsbanc - gvac#page24.tif
source=nationsbanc - gvac#page25.tif
source=nationsbanc - gvac#page26.tif
source=nationsbanc - gvac#page27.tif
source=nationsbanc - gvac#page28.tif
source=nationsbanc - gvac#page29.tif
source=nationsbanc - gvac#page30.tif
source=nationsbanc - gvac#page31.tif
source=nationsbanc - gvac#page32.tif
source=nationsbanc - gvac#page33.tif
source=nationsbanc - gvac#page34.tif
source=nationsbanc - gvac#page35.tif
source=nationsbanc - gvac#page36.tif

RELEASE OF SECURITY INTEREST – TRADEMARKS

WHEREAS, NATIONSBANC COMMERCIAL CORPORATION (herein called **"NationsBanc"**) on August 8, 1997 entered into (1) a Factoring Agreement with GLORIA VANDERBILT APPAREL CORP. (herein called **"GVAC"**) and (2) an agreement entitled "Assignment of Contracts as Collateral Security" (herein called **"Security Agreement"**) with G.V. TRADEMARK INVESTMENTS LTD. (herein called **"GV"**) executed in favor of NationsBanc to in part secure the obligations of GVAC to NationsBanc; and

WHEREAS, NATIONSBANK, N.A. (herein called "NationsBank") on August 8, 1997 also entered into the Security Agreement with GV;

WHEREAS, GLORIA VANDERBILT TRADEMARK B.V. (herein called " **GVBV**") on August 8, 1997 consented to the Security Agreement;

WHEREAS, pursuant to said Security Agreement, GV collaterally assigned to NationsBanc and NationsBank certain security interests GV held from GVBV, which GVBV had granted to GV, which security interests, *inter alia*, consisted of liens on United States Trademarks, Trademark Registrations and Applications listed on Appendix A annexed hereto (the **"Trademarks"**), which are owned by GVBV; and

WHEREAS, said Security Agreement was recorded with the United States Patent and Trademark Office at Reel 1637, Frames 0756-0779;

WHEREAS, NationsBanc changed its name to Banc of America Commercial Corporation (herein called **"BACC"**);

WHEREAS, NationsBank changed its name to Bank of America (herein called **"BA"**);

TRADEMARK
REEL: 004004 FRAME: 0427

WHEREAS, BACC and BA sold the underlying obligations, which the guarantee of GV and the related Security Agreement secured, and the interests of BACC and BA in and to the guaranty, Security Agreement and the collateral thereunder, to GMAC Commercial Credit LLC (herein called "**GMAC**"); and

WHEREAS, the indebtedness to GMAC secured, in part, by the Trademarks pursuant to the Security Agreement has been satisfied;

WHEREAS, GMAC now desires to release the Security Agreement and its security interest in the Trademarks;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, GMAC hereby releases GV, GVAC and GVBV from the Security Agreement and releases and discharges all interests and claims that GMAC may have in the "Agreements" (as defined in the Security Agreement) given as collateral security thereunder, including, without limitation, any and all interests GMAC may have in each of the Trademarks. GMAC hereby declares that the Security Agreement is fully terminated and discharged and shall be of no further force and effect, and that neither GMAC, GV, GVAC nor GVBV shall have any further obligations thereunder.

IN WITNESS WHEREOF, this Release shall be binding and effective upon execution by GMAC on 5th day of April, in the year 2002.

GMAC COMMERCIAL CREDIT LLC

By: Frank Imperato POA

Name: Frank Imperato
Title: Senior Vice President

TRADEMARK
REEL: 004004 FRAME: 0428

NATIONSBANC CORPORATION **COMMERCIAL**

By: Frank Imperato POA
Name: Frank Imperato
Title: Senior Vice President

NATIONSBANK, N.A.

By: Frank Imperato POA
Name: Frank Imperato
Title: Senior Vice President

Subscribed and sworn to before me by Frank Imperato on behalf of GMAC Commercial Credit LLC this 5 day of April, 2002.

Eugenia H. Hunt
NOTARY PUBLIC

EUGENIA H HUNT
NOTARY PUBLIC, State of New York
No 41-4880579
Qualified in Queens County
Commission Expires December 15, 2002

Subscribed and sworn to before me by Frank Imperato on behalf of NationsBanc Commercial Corporation this 5 day of April, 2002.

Eugenia H. Hunt
NOTARY PUBLIC

EUGENIA H. HUNT
NOTARY PUBLIC, State of New York
No 41-4880579
Qualified in Queens County
Commission Expires December 15, 2002

Subscribed and sworn to before me by Frank Imperato on behalf of NationsBank, N.A. this 5 day of April, 2002.

Eugenia H. Hunt
NOTARY PUBLIC

EUGENIA H. HUNT
NOTARY PUBLIC, State of New York
No 41-4880579
Qualified in Queens County
Commission Expires December 15, 2002

S:\MARISOL\CLIENTS\GLORIA VANDERBILT\nationsbankrelease4.doc

TRADEMARK
REEL: 004004 FRAME: 0429

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	SERIAL NO.	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
ROYAL BLUES	74/125,916	12/17/90	25	CLOTHING, ETC.	ABANDONED
G.V. AMERICA	74/158,023	04/17/91	14,18,25	JEWELRY, LEATHER GOODS, CLOTHING	ABANDONED
V BY VANDERBILT	74/510,616	04/08/94	14,18	WOMEN'S WRISTWATCHES AND TIME PIECES NAMELY WATCHES AND CHRONOMETERS TO BE WORN ON THE BODY (CLASS 14) KNAPSACKS AND BAGS - NAMELY, HANDBAGS, PURSES, CARRYALLS, DUFFEL BAGS AND COSMETIC CASES (CLASS 18)	Opposition No. 97,651 Opponent: Valentino Couture
V BY GLORIA VANDERBILT	74/515,962	04/21/94	14,18,25	WOMEN'S WRISTWATCHES AND TIME PIECES, NAMELY WATCHES AND CHRONOMETERS TO BE WORN ON THE BODY (CLASS 14) KNAPSACKS AND BAGS - NAMELY, HANDBAGS, PURSES, CARRYALLS, DUFFEL BAGS AND COSMETIC CASES (CLASS 18) WOMEN'S, JUNIOR'S AND GIRLS' HOSIERY - NAMELY, PANTHOSE, KNEE HIGHS, SUPPORT HOSE, TIGHTS, LEG WARMERS, BODYSUITS AND SOCKS, WOMEN'S, JUNIOR'S AND GIRLS' CLOTHING - NAMELY KNIT HATS, KNIT SCARVES AND KNIT GLOVES; WOVEN AND KNIT JACKETS, COATS, PANTS, SKIRTS, SWEATERS, BLOUSES, SHIRTS, T-SHIRTS, CULOTTES, VESTS, SHORTS, TANK TOPS, JEANS, DRESSES, BELTS, ROBES, SUITS, BEACH COVERALLS, SWIMSUITS, WARM-UP SUITS, FOUNDATION UNDERWEAR AND BRASSIERES; WOMEN'S, JUNIOR'S AND GIRLS' FOOTWEAR (CLASS 25)	Opposition No. 97,504 Opponent: Valentino Couture

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	SERIAL NO.	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
V BY GLORIA	74/572,390	09/12/94	14,18,25	WOMEN'S WRISTWATCHES AND TIMEPIECES, NAMELY WATCHES AND CHRONOMETERS TO BE WORN ON THE BODY (CLASS 14) KNAPSACKS AND BAGS, NAMELY, HANDBAGS, PURSES, CARRYALLS, DUFFEL BAGS AND COSMETIC CASES (CLASS 18) WOMEN'S, JUNIOR'S AND GIRLS' HOSIERY, NAMELY PANTHOSE, KNEE HIGHS, SUPPORT HOSE, TIGHTS, LEG WARMERS, BODYSUITS AND SOCKS, WOMEN'S, JUNIOR'S AND GIRLS' CLOTHING, NAMELY KNIT HATS, KNIT SCARVES AND KNIT GLOVES; WOVEN AND KNIT JACKETS, COATS, PANTS, SKIRTS, SWEATERS, BLOUSES, SHIRTS, T-SHIRTS, CULOTTES, VESTS, SHORTS, TANK TOPS, JEANS, DRESSES, BELTS, ROBES, SUITS, BEACH COVERALLS, SWIMSUITS, WARM-UP SUITS, FOUNDATION UNDERWEAR AND BRASSIERES; WOMEN'S, JUNIOR'S AND GIRLS' FOOTWEAR (CLASS 25)	Opposition No. 99,554 Opponent: Valentino Couture
TREAT YOUR BODY	74/550,182	07/18/94	3	BODY MOISTURE LOTION	ABANDONED

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	SERIAL NO.	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
GVNY - GLORIA VANDERBILT NEW YORK	74/654,440	03/31/95	14,18,25	WATCHES AND JEWELRY (CLASS 14) UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, BAGS USED FOR CARRYING CAMPING GEAR, SCHOOL BAGS, HANDBAGS, GYM BAGS AND BRIEFCASES. ALL MADE OF NYLON, COTTON, LEATHER, DENIM OR CANVAS (CLASS 18) WOMEN'S AND CHILDREN'S PANTS, JEANS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, VESTS, JACKETS, T-SHIRTS, OVERALLS, SWIMSUITS, SOCKS AND UNDERWEAR; WOMEN'S AND GIRLS' BLOUSES, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS, UNDERWEAR BRIEFS AND TOPS, BRAS AND PANTIES, HATS, SCARVES, GLOVES AND FOOTWEAR, NAMELY, SNOW BOOTS, RAIN BOOTS, DRESS BOOTS, PUMPS, SHOES, SNEAKERS, SANDALS AND SWIM SHOE (CLASS 25)	Opposition No. 101,806 Opponent: Donna Karan
GVNY	74/663,060	04/07/95	14,18,25	WATCHES AND JEWELRY (CLASS 14) UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, BAGS USED FOR CARRYING CAMPING GEAR, SCHOOL BAGS, HANDBAGS, GYM BAGS AND BRIEFCASES. ALL MADE OF NYLON, COTTON, LEATHER, DENIM OR CANVAS (CLASS 18) WOMEN'S AND CHILDREN'S PANTS, JEANS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, VESTS, JACKETS, T-SHIRTS, OVERALLS, SWIMSUITS, SOCKS AND UNDERWEAR; WOMEN'S AND GIRLS' BLOUSES, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS, UNDERWEAR BRIEFS AND TOPS, BRAS AND PANTIES, HATS, SCARVES, GLOVES AND FOOTWEAR, NAMELY, SNOW BOOTS, RAIN BOOTS, DRESS BOOTS, PUMPS, SHOES, SNEAKERS, SANDALS AND SWIM SHOES (CLASS 25)	Opposition No. 101,806 Opponent: Donna Karan

c:\gloria-v\at.sht

Revised: Monday, August 4, 1997
sbg/mjl

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	SERIAL NO.	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
GV - GLORIA VANDERBILT	74/713,723	08/10/95	18,25	KNAPSACKS AND BAGS, NAMELY HANDBAGS, PURSES, CARRYALLS, DUFFEL BAGS AND COSMETICS CASES SOLD EMPTY (CLASS 18) WOMEN'S, JUNIOR'S AND GIRLS' HOSIERY, NAMELY PANTHOSE, KNEE HIGHS, SUPPORT HOSE, TIGHTS, LEG WARMERS, BODYSUITS AND SOCKS, WOMEN'S, JUNIOR'S AND GIRLS' CLOTHING, NAMELY KNIT HATS, KNIT SCARVES AND KNIT GLOVES; WOVEN AND KNIT JACKETS, COATS, PANTS, SKIRTS, SWEATERS, BLOUSES, SHIRTS, T-SHIRTS, CULOTTES, VESTS, SHORTS, TANK TOPS, JEANS, DRESSES, BELTS, ROBES, SUITS, BEACH COVERALLS, SWIMSUITS, WARM-UP SUITS, FOUNDATION UNDERWEAR AND BRASSIERES; WOMEN'S, JUNIOR'S AND GIRLS' FOOTWEAR (CLASS 25)	PUBLISHED 04/22/97 CHECK STATUS 09/22/97
GLO GLORIA VANDERBILT	75/046,682	01/22/96	14,18,25	WOMEN'S WRISTWATCHES AND WATCHES AND CHRONOMETERS TO BE WORN AS LAPEL PINS AND AS PENDANTS (CLASS 14) KNAPSACKS AND BAGS, NAMELY HANDBAGS, PURSES, CARRY ON BAGS, TOTE BAGS, DUFFEL BAGS AND COSMETIC CASES SOLD EMPTY (CLASS 18) WOMEN'S, JUNIOR'S AND GIRLS' HOSIERY, NAMELY PANTHOSE, KNEE HIGHS, SUPPORT HOSE, TIGHTS, LEG WARMERS, BODY-SUITS AND SOCKS, WOMEN'S JUNIOR'S AND GIRLS' CLOTHING, NAMELY KNIT HATS, KNIT SCARVES AND KNIT GLOVES; WOVEN AND SILK SCARVES; NON-KNIT HATS, SCARVES AND GLOVES; JACKETS, COATS, PANTS, SKIRTS, SWEATERS, BLOUSES, SHIRTS, T-SHIRTS, CULOTTES, VESTS, SHORTS, TANK TOPS, JEANS, DRESSES, BELTS, ROBES, SUITS, BEACH COVERALLS, SWIMSUITS, WARM-UP SUITS, FOUNDATION UNDERWEAR AND BRASSIERES; WOMEN'S, JUNIORS AND GIRL FOOTWEAR (CLASS 25)	PUBLISHED - 06/10/97

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	SERIAL NO.	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
THE AUTHENTIC RETRO BRAND	75/529,874	03/19/97	25	WOMEN'S AND CHILDREN'S PANTS, JEANS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, VESTS, JACKETS, T-SHIRTS, OVERALLS, SWIMSUITS, SOCKS AND UNDERWEAR; WOMEN'S AND GIRL'S BLOUSES; SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS; UNDERWEAR, NAMELY BRIEFS AND TOPS, BRAS AND PANTIES; HATS, SCARVES, GLOVES AND FOOTWEAR	PENDING

TRADEMARK
REEL: 1637 FRAME: 0762

cl\gloria-vinr.chl

Revised: Monday, August 4, 1997
cbg/mjl

TRADEMARK
REEL: 004004 FRAME: 0434

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
SWAN DESIGN (FAT)	1,155,671	05/26/81	25	WOMEN'S APPAREL - NAMELY T-SHIRTS, BLOUSES, SHIRTS, JEANS, PANTS, SHORTS, SKIRTS AND SWEATERS	RENEWAL 05/26/01
G.V. DESIGN	1,171,375	09/29/81	25	WOMEN'S CLOTHING, NAMELY SLACKS AND JACKETS	RENEWAL 09/29/01
GLORIA VANDERBILT SIGNATURE	1,196,851	06/01/82	25	WOMEN'S APPAREL, NAMELY T-SHIRTS, BLOUSES, SHIRTS, JEANS, PANTS, SHORTS, SKIRTS AND SWEATERS	RENEWAL 06/01/02
GLORIA VANDERBILT	1,210,561	09/28/82	25	WEARING APPAREL, NAMELY LADIES' BLOUSES, KNIT TOPS, SKIRTS, TROUSERS, AND SHORTS.	RENEWAL 09/28/02
G.V.SIGNATURE DESIGN	1,283,424	06/26/84	25	FOOTWEAR	CANCELLED SECTION 8
GLORIA VANDERBILT SIGNATURE	1,289,670	08/14/84	3	PERFUMES, PERFUME SPRAYS, TOILET WATER, TOILET WATER SPRAYS, BODY LOTIONS AND BODY POWDERS.	RENEWAL 08/14/04
G.V. (INTERLOCK)	1,306,124	11/20/84	25	SHIRTS, PANTS, TROUSERS, SKIRTS, SHORTS, JUMPSUITS, VESTS, SWEATERS, JACKETS, BLAZERS, HATS, SWEATSHIRTS, SWEAT SHORTS, DRESSES.	RENEWAL 11/20/04
VANDERBILT GLORIA VANDERBILT and SWAN DESIGN	1,331,536	04/23/85	3	PERFUMES, PERFUME SPRAYS, TOILET WATER, TOILET WATER SPRAYS, BODY LOTIONS AND BODY POWDERS.	RENEWAL 04/23/05

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
VANDERBILT	1,333,913	05/07/85	3	PERFUMES, PERFUME SPRAYS, TOILET WATER, TOILET WATER SPRAYS, BODY LOTIONS AND BODY POWDERS.	RENEWAL 05/07/05
SWAN DESIGN FLOATING	1,350,752	07/23/85	25	WOMEN'S UNDERWEAR, NAMELY BRIEFS, T-SHIRTS, TANK TOPS, STRING BIKINIS.	RENEWAL 07/23/05
SWAN DESIGN FLOATING	1,371,374	11/19/85	25	SHIRTS, PANTS, TROUSERS, SKIRTS, SHORTS, JUMPSUITS, VESTS, SWEATERS, JACKETS, BLAZERS, HATS, SWEATSHIRTS, SWEAT SHORTS AND DRESSES.	RENEWAL 11/19/05
SWAN DESIGN FLOATING	1,473,274	01/19/88	25	HOSIERY	CANCELLED SECTION 8
GLORIOUS GLORIA VANDERBILT & DESIGN	1,480,358	03/15/88	3	PERFUMES, EAU DE TOILETTE, BODY POWDER AND BODY LOTION	CANCELLED SECTION 8
GLORIA VANDERBILT SIGNATURE	1,485,338	04/19/88	25	HOSIERY	RENEWAL 04/19/08
GV FRIENDS	1,564,367	11/07/89	14,18,25	WATCHES AND JEWELRY (CLASS 14) BAGS (CLASS 18) MEN'S, WOMEN'S AND CHILDREN'S CLOTHING (CLASS 25)	CANCELLED SECTION 8
GLORIA VANDERBILT FRIENDS	1,567,043	11/21/89	14,18,25	WATCHES AND JEWELRY (CLASS 14) BAGS (CLASS 18) MEN'S, WOMEN'S AND CHILDREN'S CLOTHING (CLASS 25)	CANCELLED SECTION 8
BEACH BLUES	1,579,146	1/23/90	25	WOMEN'S AND GIRLS' CLOTHING	CANCELLED SECTION 8

c:\gloria-v\ns.rbl

Revised: Monday, August 4, 1997
abg/mjl

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
SWAN DESIGN (FAT)	1,586,875	03/13/90	25	WOMEN'S AND GIRLS' PANTS, TROUSERS, JEANS, SLACKS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, SWEATSHIRTS, SWEAT SHORTS, VESTS, JACKETS, BLAZERS, T-SHIRTS, OVERALL, SWIMSUITS, BLOUSES, KNIT TOPS, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS, UNDERWEAR BRIEFS AND TOPS, STRING BIKINIS, TANK TOPS, FUR HATS, FUR COATS, FUR JACKETS, FUR STOLES, FUR SCARVES, BRAS AND PANTIES, HATS, SOCKS, SCARVES, GLOVES AND FOOTWEAR.	CANCELLED SECTION 8
VANDERBILT COLLECTION BY GLORIA VANDERBILT	1,594,236	05/01/90	18	UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND BRIEFCASES.	CANCELLED SECTION 8
GLORIA VANDERBILT SIGNATURE	1,594,237	05/01/90	18	UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND BRIEFCASES.	RENEWAL DUE 05/01/00
SWAN DESIGN (FAT)	1,595,385	05/08/90	18	UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND BRIEFCASES.	CANCELLED SECTION 8
URBAN BLUES	1,595,490	05/08/90	25	WOMEN'S AND GIRLS' PANTS, TROUSERS, JEANS, SLACKS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, SWEATSHIRTS, SWEAT SHORTS, VESTS, JACKETS, BLAZERS, T-SHIRTS, OVERALL, SWIMSUITS, BLOUSES, KNIT TOPS, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS, UNDERWEAR BRIEFS AND TOPS, STRING BIKINIS, TANK TOPS, FUR HATS, FUR COATS, FUR JACKETS, FUR STOLES, FUR SCARVES, BRAS AND PANTIES, HATS, SOCKS, SCARVES, GLOVES AND FOOTWEAR.	CANCELLED SECTION 8

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
VANDERBILT COLLECTION and SWAN DESIGN	1,596,441	05/15/90	18	UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND BRIEFCASES	CANCELLED SECTION 8
SWAN DESIGN (FAT)	1,596,442	05/15/90	18	UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND BRIEFCASES.	CANCELLED SECTION 8
SWAN DESIGN	1,606,340	07/17/90	14	WATCHES	RENEWAL 07/17/00
ROYAL COLORS	1,615,798	10/02/90	25	WOMEN'S AND GIRLS' PANTS, TROUSERS, JEANS, SLACKS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, SWEATSHIRTS, SWEAT SHORTS, VESTS, JACKETS, BLAZERS, T-SHIRTS, OVERALL, SWIMSUITS, BLOUSES, KNIT TOPS, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS, UNDERWEAR BRIEFS AND TOPS, STRING BIKINIS, TANK TOPS, FUR HATS, FUR COATS, FUR JACKETS, FUR STOLES, FUR SCARVES, BRAS AND PANTIES, HATS, SOCKS, SCARVES, GLOVES AND FOOTWEAR.	CANCELLED SECTION 8
VANDERBILT SPORT CLUB	1,630,866	01/08/91	18	UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL, BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS AND BRIEFCASES.	CANCELLED SECTION 8
AMERICAN ROYAL	1,641,336	04/16/91	25	WOMEN'S AND GIRLS' CLOTHING.	CANCELLED SECTION 8
SWAN DESIGN	1,649,898	07/09/91	3	PERFUMES, PERFUME SPRAYS, TOILET WATER, TOILET WATER SPRAYS, BODY LOTIONS AND BODY POWDERS.	8 & 15 DUE - 07/09/97 SECTION 8 FILED AND ACCEPTED -- 10/29/96

TRADEMARK
REEL: 1637 FRAME: 0766

c:\gloria\sw.cbl

Revised: Monday, August 4, 1997
abg/mjl

TRADEMARK
REEL: 1637 FRAME: 0767

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
VANDERBILT COLLECTION	1,662,464	10/29/91	18	UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS, AND BRIEFCASES.	8&15 DUE 10/29/97
BODY CONSCIOUS	1,669,547	12/24/91	25	PANTS, SHORTS, SHIRTS, SWEATERS, SWEAT SHORTS, JACKETS, T-SHIRTS, SWIMSUITS, HOSIERY, PANTY HOSE, TIGHTS, LEOTARDS, BRIEFS & TOPS, AND TANK TOPS.	8&15 DUE 12/24/97
G.V. (IN DIAMOND)	1,675,195	02/11/92	25	PANTS, JEANS, ROMPERS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, SWEATSHIRTS, SWEAT SHORTS, VESTS, JACKETS, SPORTCOATS, BLAZERS, COATS, HATS, SCARVES, GLOVES, T-SHIRTS, OVERALLS, SWIMSUITS, SOCKS, AND UNDERWEAR, ROBES, TROUSERS, SLACKS, BLOUSES, KNIT TOPS, SKIRTS, DRESSES, HOSIERY, PANTY HOSE, TIGHTS, LEOTARDS, SLEEPWEAR, BRIEFS AND TOPS, STRING BIKINIS, TANK TOPS, BRAS, PANTIES AND FOOTWEAR.	8&15 DUE 02/11/98
SWAN DESIGN FLOATING	1,679,407	03/17/92	18	COSMETICS BAGS SOLD EMPTY.	8&15 DUE 03/17/98
GLORIA VANDERBILT SPORT	1,682,956	04/14/92	18	COSMETIC BAGS SOLD EMPTY.	8&15 DUE 04/14/98
VANDERBILT SPORT	1,687,876	05/19/92	18	UMBRELLAS, WALLETS, TRAVEL BAGS, TOTE BAGS, KNAPSACKS, DUFFEL BAGS, SCHOOL BAGS, HANDBAGS, GYM BAGS, AND BRIEFCASES.	8&15 DUE 05/19/98

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
GLORIA VANDERBILT SIGNATURE	1,699,162	07/07/92	25	PANTS, JEANS, ROMPERS, JUMPSUITS, SHORTS, SHIRTS, SWEATERS, SWEATSHIRTS, SWEAT SHORTS, VESTS, JACKETS, SPORTCOATS, BLAZERS, COATS, HATS, SCARVES, GLOVES, T-SHIRTS, OVERALLS, SWIMSUITS, SOCK AND UNDERWEAR, ROBES, TROUSERS, SLACKS, BLOUSES, KNIT TOPS, TOPS, SKIRTS, DRESSES, HOSIERY, PANTY HOSE, TIGHTS, STOCKINGS, LEOTARDS, SLEEPWEAR AND TOPS, STRING BIKINIS, TANK TOPS, BRAS, PANTIES & FOOTWEAR.	8&15 DUE 07/07/98
VANDERBILT COLLECTION	1,739,845	12/15/92	18	COSMETIC BAGS SOLD EMPTY.	8&15 DUE 12/15/98
G.V. (INTERLOCK)	1,764,384	04/13/93	14 & 18	WATCHES AND JEWELRY (IN CLASS 14). UMBRELLAS, WALLETS, TRAVEL BAGS, COSMETIC BAGS SOLD EMPTY, KNAPSACKS, BAGS USED FOR CARRYING CAMPING GEAR, SCHOOL BAGS, HANDBAGS, AND GYM BAGS ALL MADE OF NYLON, COTTON, LEATHER, DENIM OR CANVAS (IN CLASS 18).	8&15 DUE 04/13/99
G.V. (INTERLOCK IN DIAMOND)	1,808,439	11/30/93	14	WATCHES AND JEWELRY.	8&15 DUE 11/30/99
GLORIA VANDERBILT	1,891,168	04/25/95	25	FOOTWEAR, NAMELY BOOTS, SHOES, PUMPS, SNEAKERS, CLOGS, SLIPPERS, SANDELS AND THONGS.	8&15 DUE 04/25/01

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
GLORIA VANDERBILT & SWAN DESIGN	1,929,150	10/24/95	25	MEN'S, WOMEN'S AND CHILDREN'S PANTS, JEANS, JUMPSUITS, ROMPERS, SHORTS, SHIRTS, SWEATERS, SWEATSHIRTS, JOGGING SUITS, SPORTSCOATS, BLAZERS, COATS, VESTS, JACKETS, T-SHIRTS, OVERALLS, SWIMSUITS, SOCKS, SLEEPWEAR, ROBES, UNDERWEAR, FOOTWEAR, HATS, SCARVES, AND GLOVES; WOMEN'S AND GIRL'S BLOUSES, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS, LEOTARDS, UNDERWEAR, BRIEFS AND TOPS, BRAS AND PANTIES.	8&15 DUE 10/24/01
ROYAL BLUES	1,940,465	12/12/95	25	MEN'S, WOMEN'S AND CHILDEN'S PANTS, JEANS, JUMPSUITS, ROMPERS, SHORTS, SHIRTS, SWEATERS, SWEATSHIRTS, JOGGING SUITS, SPORTSCOATS, BLAZERS, COATS, VESTS, JACKETS, T-SHIRTS, OVERALLS, SWIMSUITS, SOCKS, SLEEPWEAR, ROBES, UNDERWEAR, FOOTWEAR, HATS, SCARVES AND GLOVES: WOMEN'S AND GIRL'S BLOUSES, SKIRTS, DRESSES, HOSIERY, PANTYHOSE, TIGHTS, STOCKINGS, LEOTARDS, UNDERWEAR, BRIEFS AND TOPS, BRAS AND PANTIES.	8&15 DUE 12/12/01
V BY VANDERBILT	1,980,022	06/11/96	3	PERFUME AND TOILET WATER	8 & 15 DUE - 06/11/02

c:\gloria-v\us.rbt

Revised: Monday, August 4, 1997
abg/md

TRADEMARK
REEL: 1637 FRAME: 0769

G.V. TRADEMARK INVESTMENTS LTD.
SCHEDULE OF UNITED STATES TRADEMARKS

TRADEMARK	REGISTRATION #	FILING DATE	CLASS	DESCRIPTION OF GOODS	STATUS OF TRADEMARK
GV STUDIO	2,055,566	04/22/97	25	WOMEN'S, JUNIOR'S & GIRLS' HOSIERY, NAMELY, PANTYHOSE, KNEE HIGHS, SUPPORT HOSE, TIGHTS, LEG WARMERS, BODYSUITS AND SOCKS, WOMEN'S, JUNIOR'S AND GIRLS' CLOTHING, NAMELY, KNIT HATS, KNIT SCARVES AND KNIT GLOVES; WOVEN AND SILK SCARVES; NONKNIT HATS, SCARVES AND GLOVES; JACKETS, COATS, PANTS, SKIRTS, SWEATERS, BLOUSES, SHIRTS, T-SHIRTS, CULOTTES, VESTS, SHORTS, TANK TOPS, JEANS, DRESSES, BELTS, ROBES, SUITS, BEACH COVERALLS, SWIMSUITS, WARM-UP SUITS, FOUNDATION UNDERWEAR AND BRASSIERES, WOMEN'S, JUNIORS AND GIRLS' FOOTWEAR.	8 & 15 DUE -- 04/22/03

ASSIGNMENT OF CONTRACTS AS COLLATERAL SECURITY

1. FOR VALUE RECEIVED, the undersigned (hereinafter referred to as the "Assignor") hereby grants a security interest in and assigns and transfers to NationsBanc Commercial Corporation and NationsBank, N.A., having an address at P.O. Box 4095, Atlanta, Georgia, 30302 (hereinafter referred to as the "Assignee"), all right, title and interest of the Assignor in and to, all benefits of the Assignor under, and all monies due or to become due to the Assignor under or in connection with, the contract more particularly described as follows:

1. Promissory Note dated August 8, 1997, in the principal amount of $49,000,000 from Gloria Vanderbilt Trademark, B.V. ("GV Netherlands") to the Assignor.

2. Security Agreement-Trademarks dated August 8, 1997 from GV Netherlands to the Assignor.

3. Pledge of Intangibles dated August 8, 1997 from GV Netherlands to the Assignor.

4. All other agreements now or hereafter in effect from GV Netherlands to the Assignor given as collateral security for item 1 above.

and under any and all additions, amendments, supplements or other modifications thereof, now or hereafter in effect (the foregoing is hereinafter called the "Agreements") as collateral security for any and all present and future obligations and liabilities of the Assignor to the Assignee, or either of them, of any kind, including, without limitation, all interest thereon, whether accruing prior or subsequent to the commencement of a bankruptcy or similar proceeding involving the Assignor as a debtor, and including, without limitation, all present and future obligations of the Assignor pursuant to that certain guaranty dated December 15, 1994 (the "Obligations").

2. The Assignor further agrees, represents and warrants that:

(a) The Agreements are valid and enforceable in accordance with their respective terms, have not been modified, amended, altered or changed in any manner except as set forth above and are in full force and effect, there being no default thereunder by any party thereto.

(b) Assignor has the right, power and authority to assign its right, title and interest in and to the Agreements to the Assignee. Assignor's right, title and interest in the Agreements is owned by Assignor free and clear of all claims, mortgages, pledges, liens, encumbrances and security interests of every nature whatsoever, except in favor of Assignee, except that they are subject to the terms of that certain Intercreditor and Subordination Agreement dated as of August 8, 1997 between the Assignor and Marine Midland Bank (the "Subordination Agreement") and the security interests of said bank referred to therein. Assignor will not sell, transfer, assign, pledge or grant a security interest in the Agreements to any person other than Assignee. Any such sale, transfer, assignment, mortgage, pledge or encumbrance without Assignee's consent shall be void and of no force and effect.

(c) Assignor will keep and perform the obligations to be kept and performed by it under the Agreements.

(d) Assignor will not, without the prior written consent of Assignee (which will not be unreasonably withheld), modify, amend, alter, change, cancel or terminate the Agreements and will do all things necessary and proper to keep the Agreements in full force and effect; nor will Assignor modify, amend, alter or change the Subordination Agreement.

(e) Assignor specifically acknowledges and agrees that Assignee does not assume, and shall have no responsibility for, the payment of any sums due or to become due under the Agreements or the performance of any obligations to be performed under or with respect to the Agreements by the Assignor, and the Assignor hereby agrees to indemnify and hold the Assignee harmless with respect to any and all claims by any person relating thereto. Assignee, in its discretion, may file or record this Assignment or other notices or evidence thereof.

(f) If there shall be a default under the Agreements on the part of the Assignor, for any reason, the Assignee may, at its option, without assuming any of the obligations of the Assignor under the Agreements and without waiving or releasing the Assignor from any of the terms hereof or any of the Obligations, cure the default, and the cost of curing the same (and all necessary and incidental costs and expenses of the Assignee in connection therewith, including, but not limited to, reasonable counsel fees), with interest at the highest rate payable on the Obligations from the time of the advance or advances therefor, shall be deemed an advance to Assignor and part of the Obligations, and shall be due and payable by the Assignor to the Assignee upon demand.

(g) If a default or event of default shall occur with respect to any of the Obligations, in addition to all other rights and remedies of Assignee pursuant to any agreements of Assignor in favor of or assigned to and held by Assignee or pursuant to applicable law or otherwise, Assignee or its successor or designee shall have all rights and benefits under the Agreement, including, without limitation, any and all rights to indemnification and guarantee, without modifying or discharging any of the Obligations. Upon the occurrence of any such default or event of default, Assignor agrees to execute any and all documents requested by Assignee in its sole discretion to enable Assignee to exercise all of the rights of Assignor under the Agreements. The specified remedies to which the Assignee may resort under the terms of this Assignment are cumulative and are not intended to be exclusive of any other remedies or means of redress to which the Assignee may be lawfully entitled in case of any breach or threatened breach by the Assignor of any provision hereof or of any of the Obligations. Nothing contained in this Assignment and no act or action taken or done by the Assignee pursuant to the powers and rights granted it hereunder or under any instrument collateral hereto shall be deemed to be a waiver by the Assignee of any of its rights and remedies against the Assignor in connection with, or in respect of, any of the Obligations of the Assignor to the Assignee. The right of the Assignee to collect and enforce collection of the Obligations and to enforce any security and collateral held by it may be exercised by the Assignee either prior to, simultaneously with, or subsequent to any action taken by the Assignee hereunder.

(h) Any monies or other proceeds under or in connection with the Agreement or received by the Assignor after the occurrence of a default described in paragraph (g) hereof shall not be commingled with any other property of the Assignor, but shall be segregated, held by the Assignor in trust for, and immediately delivered to, the Assignee for application to the payment of the Obligations.

(i) Upon the payment and satisfaction in full of all of the Obligations and the termination of any commitment by the Assignee to make loans or other financial accommodations to or for the benefit of the Assignor or Gloria Vanderbilt Apparel Corp., this Assignment shall become null and void and of no further force or effect, but the affidavit, certificate, letter or statement of any officer, agent or attorney of the Assignee showing that any part of the Obligations remains unpaid or unsatisfied shall in the absence of manifest error be and constitute evidence of the validity, effectiveness and continuing force of this Assignment and any person may, and is hereby authorized to, rely thereon.

(j) The Assignee may take, or release, other security which it may hold for the payment of the Obligations, may release any party primarily or secondarily liable therefor, and may apply any other security held by it to the satisfaction, or partial satisfaction, of such Obligations, without prejudice to any of its rights under this Assignment.

(k) This Assignment shall inure to the benefit of the Assignee and their successors, assigns and designees, and shall be binding upon any subsequent owner of the Assignor's interest in and to the Agreements.

(l) The Assignor covenants to execute and deliver to the Assignee, upon demand, such additional assurances, writings or other instruments as may be required by the Assignee to effectuate the purpose hereof. This instrument of assignment may not be changed orally and is to be governed by the local laws of the State of New York applicable to contracts executed and to be performed in such State.

(m) The Assignor hereby designates and appoints Assignee and each of their designees or agents as

attorney-in-fact of such Assignor irrevocably and with power of substitution, with authority, during the continuance of an event of default, to execute and deliver for and on behalf of the Assignor any and all instruments, documents, agreements and other writings necessary or advisable for the exercise on behalf of the Assignor of any rights, benefits or options created or existing under or pursuant to the Agreements; to endorse the name of the Assignor on its behalf on any and all notes, acceptances, checks, drafts, money orders, instruments or other evidences of collateral, that may come into Assignee's possession; to execute proofs of claim and loss; to execute endorsements, assignments or other instruments of conveyance and transfer; to adjust and compromise any claims under insurance policies or otherwise; to execute releases; and to do all other acts and things necessary and advisable in the discretion of Assignee to carry out and enforce this Assignment or the Obligations. All acts done by Assignee under the foregoing authorization are hereby ratified and approved and neither Assignee nor any designee or agent thereof shall be liable for any acts of commission or omission (other than acts committed or omitted through gross negligence or willful misconduct), for any error of judgment or mistake of facts or law. This power of attorney being coupled with an interest is irrevocable while any of the Obligations shall remain unpaid.

(n) The chief executive office of Assignor and the office where Assignor keeps its books and records are at the address set forth under Assignor's signature below. The Assignor will not change its chief executive office or the office where its books and records are kept without at least twenty days prior written notice to Assignee.

(o) If a default or event of default shall occur with respect to any of the Obligations, Assignee may, in their discretion, in their name or Assignor's or otherwise, notify the obligor under the Agreements to make payment to Assignee of all amounts due or to become due under the Agreement.

(p) If a default or event of default shall occur with respect to any of the Obligations, Assignee may, in its discretion, demand, sue for, collect or receive any money or property at any time payable or receivable on account of or in

exchange for the Agreements or either of them, or make any compromise or settlement deemed desirable by Assignee.

(q) Assignor will pay Assignee for any sums, costs, and expenses which Assignee may pay or incur pursuant to the provisions of this Assignment or in negotiating, executing, perfecting, amending, defending, protecting or enforcing this Assignment or the security interest granted herein or in enforcing payment of the Obligations or otherwise in connection with the provisions hereof, including but not limited to court costs, collection charges, travel expenses, and reasonable attorneys' fees, all of which, together with interest at the highest rate then payable on any of the Obligations, shall be part of the Obligations and be payable on demand.

(r) Assignor will not merge into or consolidate with any other person. Assignor will not change its corporate name without at least twenty days prior written notice to Assignee.

(s) Assignor is a corporation duly organized, validly existing and in good standing under the laws of the jurisdiction of its incorporation and has the corporate power and authority to own its properties and to transact the business in which it is engaged.

(t) Assignor has the corporate power and authority to execute and deliver, and to perform its obligations under, this Assignment, and has taken all necessary corporate action to authorize the execution, delivery and performance of this Assignment.

(u) This Assignment constitutes the legal, valid and binding obligation of Assignor, enforceable in accordance with its terms.

(v) The execution, delivery and performance of this Assignment will not violate any law or regulation, or any order or decree of any court or governmental instrumentality, or any provision of the charter or by-laws of, or any securities issued by Assignor, and will not conflict with, or result in the breach of, or constitute a default under, any indenture, mortgage, deed of trust, agreement or other instrument to which

TRADEMARK
REEL: 1637 FRAME: 0776

TRADEMARK
REEL: 004004 FRAME: 0448

Assignor is a party or by which it is bound, and will not result in the creation or imposition of any lien, charge or encumbrance upon any of the property of Assignor pursuant to the provisions of any of the foregoing.

(w) Assignor agrees that any copy of this Assignment signed by Assignor and transmitted by telefax for delivery to Assignee shall be admissible in evidence as the original itself in any judicial or administrative proceeding, whether or not the original is in existence.

IN WITNESS WHEREOF, the undersigned has caused this Assignment to be executed this 8th day of August, 1997.

G.V. Trademark Investments Ltd.

By: _____

(Title)

Address: c/o Gloria Vanderbilt
Apparel Corp.
50 Hartz Way
Secaucus, New Jersey
07094-2418

1439562 NY

Gloria Vanderbilt Trademark, B.V. as a party to the Agreements, hereby approves and consents to the foregoing collateral assignment by G.V. Trademark Investments Ltd. of its right, title and interest in and to, and benefits under the Agreement to NationsBanc Commercial Corporation and NationsBank, N.A. and agrees that, in accordance with the foregoing collateral assignment, all right, title and interest in and to, and benefits under, the Agreements, including without limitation rights of indemnification and rights under any guarantee, shall inure to the benefit of NationsBanc Commercial Corporation and NationsBank, N.A.

Gloria Vanderbilt Trademark B.V. hereby irrevocably consents to the non-exclusive jurisdiction of the Courts of the State of New York and of any Federal Court located in such State in connection with any action or proceeding arising out of or relating to the Agreements.

Date: August 8, 1997

Gloria Vanderbilt Trademark B.V.

By: _____

143952 NY

RECORDED: 09/11/1997

TRADEMARK
REEL: 1637 FRAME: 0779

TRADEMARK
REEL: 004004 FRAME: 0451

GMAC
COMMERCIAL CREDIT LLC

G.V. Trademark Investments Ltd.; and
Gloria Vanderbilt Trademark B.V.
(individually and collectively, "G.V. Trademark")
Shiboleth, Yisraeli, Roberts, Zisman & Co.
Empire State Building, 350 Fifth Ave., 60th Floor,
New York, N.Y. 10118

As of April 8, 2002

By Fax: (212)563-7108

Jones Apparel Group, Inc. ("JAGI"); and
Jones Investment Co. Inc.
250 Rittenhouse Circle
Bristol, Pennsylvania 19007

Re: Gloria Vanderbilt Apparel Corp. ("Client")/ Client's contemplated transactions (collectively, the "Transactions") with Jones Apparel Group, Inc.

Gentlemen:

In connection with our factored Client's noted Transactions, which involve the sale of the Client's business operations to JAGI, GMAC Commercial Credit LLC ("GMACCC") anticipates having its outstanding investment in the Client's account paid in full (the "Investment Payment") at the closing thereof (although GMACCC will continue to act as Factor for the Client) and a certain letter agreement (the "GMACCC Investment Payment Letter") between the Client and GMACCC has been prepared for this purpose and is to be executed and delivered at such closing.

You have requested that GMACCC confirm to each of you by this letter certain matters with respect to the following documentation:

1. That certain "Assignment of Contracts as Collateral Security" dated August 8, 1997, executed and delivered by G.V. Trademark to GMACCC's predecessor-in-interest, NationsBanc Commercial Corporation and NationsBank, N.A. (the "Assignment");
2. Those certain Uniform Commercial Code financing statements assigned to GMACCC's predecessor-in-interest, NationsBanc Commercial Corporation and NationsBank, N.A. on or about August 8, 1997, as per Exhibit A hereto (collectively, the "Assigned UCCs"); and
3. That certain guarantee made by G.V. Trademark Investments Ltd. in favor of GMACCC's predecessor-in-interest, NationsBanc Commercial Corporation and NationsBank, N.A. dated December 5, 1994 (the "Guarantee"; together with the Assignment and the Assigned UCCs, collectively, the G.V. Trademark Documentation").

Specifically, you have requested, that effective as of GMACCC's Investment Payment Date (as defined in the Investment Payoff Letter), GMACC confirm to each of you that: (a) all of the G.V. Trademark Documentation shall be simultaneously be terminated and of no further force or effect; (b) to the extent that the Assignment and/or UCCs are of public record, GMACCC will take such steps as may be reasonably necessary in order to terminate the same, at the Client's expense and in order to remove these from the public record; and (c) that GMACCC will also take such further steps and execute and deliver such additional documentation, at the Client's expense, as may be requested from time to time by G.V. Trademark and/or JAGI in order to effectuate the foregoing matters.. GMACCC hereby confirms its agreement to comply with the foregoing, effective upon the Investment Payment Date.

Very truly yours,
GMAC COMMERCIAL CREDIT LLC
By: [signature]
Title: Senior Vice President

1290 Avenue of the Americas
New York, New York 10104
212-884-7000

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
UCC Filing Department (800) 221-0102

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

National Corporate Research, Ltd.
225 West 34th Street, Suite 910
New York, NY 10122

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME: Gloria Vanderbilt Trademarks, B.V

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: KarepeldresP 2 | CITY: Amsterdam - Z.O. | STATE | POSTAL CODE: 1101 CJ | COUNTRY: Neth.

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: District of Columbia | 1g. ORGANIZATIONAL ID #, if any | ☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any | ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME: GMAC Commercial Credit LLC

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: 1290 Avenue of the Americas | CITY: New York | STATE: NY | POSTAL CODE: 10104 | COUNTRY: USA

4. This FINANCING STATEMENT covers the following collateral:

All right, title and interest of Debtor, whether now owned or hereafter acquired, in and to the following types or items of property, wherever located; any and all of Debtor's United States, Canadian, Australian, Brazilian, New Zealand, Puerto Rican and other trademarks, trade names, trade styles service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest of Debtor therein and thereto, and all registrations and recordings thereof.

Debtor is not authorized to grant a security interest in accounts or sell accounts to anyone other than Secured Party without Secured Party's written consent.

This initial financing statement is being filed to continue the following financing statements that remain effective:

Filed on 8/21/1997 as file #175159 filed with Secretary of State of New York
Filed on 8/20/1997 as file #97PN37270 filed with City Register, New York, New York
Filed on 8/25/1997 as file #1787742 filed with Secretary of State New Jersey

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
District of Columbia (Gloria Vanderbilt Trademarks, B.V.)

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
440 Ninth Avenue
New York, NY 10001

DC, DISTRICT OF COLUMBIA 11933

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. ☐

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

No Add. Sheets_____

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
GMAC Commercial Credit LLC

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
0000128906 Debtor: Gloria Venerbilt Trademarks, B.V.

— NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Filing Office Copy

Print/Layout by:
INTERCOUNTY CLEARANCE
440 9th Avenue, New York, NY
(212) 594-0020

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
440 Ninth Avenue
New York, NY 10001

11933

NY,*Central/SOS* Secretary of State

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 175159 08/21/1997

1b. This FINANCING STATEMENT AMENDMENT is ☐ to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

No Add. Sheets_____

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
GMAC Commercial Credit LLC

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
0000128583 Debtor: GLORIA VANDERBILT TRADEMARKS, B.V.

— NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Filing Office Copy

Print/Layout by:
INTERCOUNTY CLEARANCE
440 9th Avenue, New York, NY

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
440 Ninth Avenue
New York, NY 10001

11933

NJ,*Central/SOS* Dept of Treasury

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 1787742 08/25/1997

1b. ☐ This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS.

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

No Add. Sheets_____

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
GMAC Commercial Credit LLC

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
0000128579 Debtor: GLORIA VANDERBILT TRADEMARKS, B.V.

— NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Acknowledgment Copy

Print/Layout by:
INTERCOUNTY CLEARANCE
440 9th Avenue, New York, NY
(212) 594-0020

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
440 Ninth Avenue
New York, NY 10001

11933

NY,NEW YORK County Clerk

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 97PN37270 08/20/1997

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. ☐

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.
Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.
☐ DELETE name: Give record name to be deleted in item 6a or 6b.
☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

7c. MAILING ADDRESS	CITY	STATE	POSTAL CODE	COUNTRY

7d. TAX ID #: SSN OR EIN	ADD'L INFO RE ORGANIZATION DEBTOR	7e. TYPE OF ORGANIZATION	7f. JURISDICTION OF ORGANIZATION	7g. ORGANIZATIONAL ID #, if any
				☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.
Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

No Add. Sheets_____

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
GMAC Commercial Credit LLC

OR

9b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX

10. OPTIONAL FILER REFERENCE DATA
0000128582 Debtor: GLORIA VANDERBILT TRADEMARKS, B.V.

— NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Filing Office Copy

Print/Layout by:
INTERCOUNTY CLEARANCE
440 9th Avenue, New York, NY
[illegible]

TRADEMARK

REEL: 004004 FRAME: 0457

[redacted]

UCC FINANCING STATEMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]
UCC Filing Department (800) 221-0102

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

National Corporate Research, Ltd.
225 West 34th Street, Suite 910
New York, NY 10122

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b) - do not abbreviate or combine names

1a. ORGANIZATION'S NAME
G.V. Trademark Investments Ltd. c/o Gloria Vanderbilt Apparel Corp.

OR

1b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

1c. MAILING ADDRESS: 45 Fernwood Avenue, Raritan Center | CITY: Edison | STATE: NJ | POSTAL CODE: 08818 | COUNTRY

1d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 1e. TYPE OF ORGANIZATION: Corporation | 1f. JURISDICTION OF ORGANIZATION: District to Columbia | 1g. ORGANIZATIONAL ID #, if any | ☒ NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b) - do not abbreviate or combine names

2a. ORGANIZATION'S NAME

OR

2b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

2c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

2d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 2e. TYPE OF ORGANIZATION | 2f. JURISDICTION OF ORGANIZATION | 2g. ORGANIZATIONAL ID #, if any | ☐ NONE

3. SECURED PARTY'S NAME (or NAME of TOTAL ASSIGNEE of ASSIGNOR S/P) - insert only one secured party name (3a or 3b)

3a. ORGANIZATION'S NAME
NationsBank, N.A. / NationsBanc Commercial Corporation

OR

3b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

3c. MAILING ADDRESS: P.O. Box 4095 | CITY: Atlanta | STATE: GA | POSTAL CODE: 30302 | COUNTRY

4. This FINANCING STATEMENT covers the following collateral:

All right, title and interest of the Debtor in and to, all benefits of the Debtor under, and all monies due or to become due to the Debtor under or in connection with, the contracts more particularly described as follows:

1. Promissory Note dated August 8, 1997 in the principal amount of 49,000,000 from Gloria Vanderbilt Trademark, B.V. ("GV Netherlands")
2. Security Agreement-Trademarks dated August 8, 1997 from GV Netherlands to the Debtor.
3. Pledge of Intangibles dated August 8, 1997 from GV Netherlands to the Debtor.

and under any and all additions, amendments, supplements or other modifications thereof, now or hereafter in effect.

This initial financing statement is being filed to continue the following financing statements that remain effective:
Filed on 8/18/1997 as file #1786697 filed with Secretary of State of New Jersey
Filed on 8/18/1997 as file #171911 filed with Secretary of State of New York
Filed on 9/8/1997 as file #97PN39777 filed with City Register, New York, New York

5. ALTERNATIVE DESIGNATION [if applicable]: ☐ LESSEE/LESSOR ☐ CONSIGNEE/CONSIGNOR ☐ BAILEE/BAILOR ☐ SELLER/BUYER ☐ AG. LIEN ☐ NON-UCC FILING

6. ☐ This FINANCING STATEMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. Attach Addendum [if applicable]

7. Check to REQUEST SEARCH REPORT(S) on Debtor(s) [ADDITIONAL FEE] [optional] ☐ All Debtors ☐ Debtor 1 ☐ Debtor 2

8. OPTIONAL FILER REFERENCE DATA
District of Columbia (G.V. Trademark Investment, Ltd.)

FILING OFFICE COPY — NATIONAL UCC FINANCING STATEMENT (FORM UCC1) (REV. 07/29/98)

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
440 Ninth Avenue
New York, NY 10001

DC, DISTRICT OF COLUMBIA 11933

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE #

1b. [ ] This FINANCING STATEMENT AMENDMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS.

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. [ ] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [ ] Debtor or [ ] Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

[ ] CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

[ ] DELETE name: Give record name to be deleted in item 6a or 6b.

[ ] ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any [ ] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral [ ] deleted or [ ] added, or give entire [ ] restated collateral description, or describe collateral [ ] assigned.

No Add. Sheets_____

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
NationsBank, N.A. / NationsBanc Commercial Corporation

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
0000128904 Debtor: G.V. Trademark Investments Ltd. c/o Gloria Vanderbilt Apparel Corp.

— NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Filing Office Copy

Print/Layout by:
INTERCOUNTY CLEARANCE
440 9th Avenue, New York, NY
(212) 594-0020

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
440 Ninth Avenue
New York, NY 10001

NJ, *Central/SOS* Dept of Treasury 11933

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 1786697 08/18/1997

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. [ ]

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. [ ] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [ ] Debtor or [ ] Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

[ ] CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

[ ] DELETE name: Give record name to be deleted in item 6a or 6b.

[ ] ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any [ ] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral [ ] deleted or [ ] added, or give entire [ ] restated collateral description, or describe collateral [ ] assigned.

No Add. Sheets_____

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
NationsBank, N.A./ NationsBanc Commercial Corporation

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
0000128585 Debtor: G.V. Trademark Investments Ltd.
c/o Gloria Vanderbilt Apparel Corp.

Filing Office Copy

Print/Layout by:
INTERCOUNTY CLEARANCE
440 9th Avenue, New York, NY
(212) 594-0020

TRADEMARK
REEL: 004004 FRAME: 0460

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER [optional]

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
440 Ninth Avenue
New York, NY 10001

11933

NY,NEW YORK County Clerk

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 97PN39777 09/08/1997

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. ☐

2. ☒ TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. ☐ CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. ☐ ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects ☐ Debtor or ☐ Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

☐ CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c.

☐ DELETE name: Give record name to be deleted in item 6a or 6b.

☐ ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any ☐ NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral ☐ deleted or ☐ added, or give entire ☐ restated collateral description, or describe collateral ☐ assigned.

No Add. Sheets_____

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here ☐ and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
NationsBanc Commercial Corporation/ NationsBank, N.A.

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
0000128589
Debtor: G.V. Trademark Investments Ltd.
c/o Gloria Vanderbilt Apparel Corp.

— NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Filing Office Copy

Print/Layout by:
INTERCOUNTY CLEARANCE
[illegible] York NY

TRADEMARK

[redacted]

UCC FINANCING STATEMENT AMENDMENT

FOLLOW INSTRUCTIONS (front and back) CAREFULLY

A. NAME & PHONE OF CONTACT AT FILER (optional)

B. SEND ACKNOWLEDGMENT TO: (Name and Address)

Intercounty Clearance Corp
440 Ninth Avenue
New York, NY 10001

NY,*Central/SOS* Secretary of State 11933

THE ABOVE SPACE IS FOR FILING OFFICE USE ONLY

1a. INITIAL FINANCING STATEMENT FILE # 171911 08/18/1997

1b. This FINANCING STATEMENT AMENDMENT is to be filed [for record] (or recorded) in the REAL ESTATE RECORDS. [ ]

2. [X] TERMINATION: Effectiveness of the Financing Statement identified above is terminated with respect to security interest(s) of the Secured Party authorizing this Termination Statement.

3. [ ] CONTINUATION: Effectiveness of the Financing Statement identified above with respect to security interest(s) of the Secured Party authorizing this Continuation Statement is continued for the additional period provided by applicable law.

4. [ ] ASSIGNMENT (full or partial): Give name of assignee in item 7a or 7b and address of assignee in item 7c; and also give name of assignor in item 9.

5. AMENDMENT (PARTY INFORMATION): This Amendment affects [ ] Debtor or [ ] Secured Party of record. Check only one of these two boxes.

Also check one of the following three boxes and provide appropriate information in items 6 and/or 7.

[ ] CHANGE name and/or address: Give current record name in item 6a or 6b; also give new name (if name change) in item 7a or 7b and/or new address (if address change) in item 7c. [ ] DELETE name: Give record name to be deleted in item 6a or 6b. [ ] ADD name: Complete item 7a or 7b, and also item 7c; also complete items 7d-7g (if applicable).

6. CURRENT RECORD INFORMATION:

6a. ORGANIZATION'S NAME

OR

6b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7. CHANGED (NEW) OR ADDED INFORMATION:

7a. ORGANIZATION'S NAME

OR

7b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

7c. MAILING ADDRESS | CITY | STATE | POSTAL CODE | COUNTRY

7d. TAX ID #: SSN OR EIN | ADD'L INFO RE ORGANIZATION DEBTOR | 7e. TYPE OF ORGANIZATION | 7f. JURISDICTION OF ORGANIZATION | 7g. ORGANIZATIONAL ID #, if any [ ] NONE

8. AMENDMENT (COLLATERAL CHANGE): check only one box.

Describe collateral [ ] deleted or [ ] added, or give entire [ ] restated collateral description, or describe collateral [ ] assigned. No Add. Sheets_____

9. NAME OF SECURED PARTY OF RECORD AUTHORIZING THIS AMENDMENT (name of assignor, if this is an Assignment). If this is an Amendment authorized by a Debtor which adds collateral or adds the authorizing Debtor, or if this is a Termination authorized by a Debtor, check here [ ] and enter name of DEBTOR authorizing this Amendment.

9a. ORGANIZATION'S NAME
NationaBanc Commercial Corporation/ NationsBank, N.A.

OR

9b. INDIVIDUAL'S LAST NAME | FIRST NAME | MIDDLE NAME | SUFFIX

10. OPTIONAL FILER REFERENCE DATA
0000128587 Debtor: G.V. Trademark Investment Ltd.
c/o Gloria Vanderbilt Apparel Corp.

— NATIONAL UCC FINANCING STATEMENT AMENDMENT (FORM UCC3) (REV. 07/29/98)

Filing Office Copy

Print/Layout by:
INTERCOUNTY CLEARANCE
440 9th Avenue, New York, NY
(212) 594-0020