

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	SECURITY INTEREST

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
CMRG Apparel, LLC		11/10/2010	LIMITED LIABILITY COMPANY: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	Bank of America, N.A.
<b>Street Address:</b>	100 Federal Street
<b>Internal Address:</b>	9th Floor
<b>City:</b>	Boston
<b>State/Country:</b>	MASSACHUSETTS
<b>Postal Code:</b>	02110
<b>Entity Type:</b>	Association: UNITED STATES

**PROPERTY NUMBERS Total: 61**

Property Type	Number	Word Mark
Registration Number:	1792707	ALEXANDER LLOYD
Registration Number:	2443351	B&T FACTORY STORE
Registration Number:	2415558	B&T BIG & TALL FACTORY STORE
Registration Number:	1553379	BIG & TALL
Registration Number:	2080852	BIG & TALL CASUAL MALE
Registration Number:	3576148	BOLDXL
Registration Number:	3699266	BTDIRECT.COM
Registration Number:	2159159	CANYON RIDGE
Registration Number:	3354065	CASTAGNE
Registration Number:	2838614	CASUAL MALE
Registration Number:	2198042	CASUAL MALE
Registration Number:	2036883	CASUAL MALE BIG & TALL
Registration Number:	2080851	CASUAL MALE BIG & TALL

**TRADEMARK**

**900180858**

**REEL: 004449 FRAME: 0516**

CH \$1540.00 1792707

Registration Number:	3180088	CASUAL MALE XL
Registration Number:	3525088	COMFORT ZONE
Registration Number:	3067127	DRY-ACTION
Registration Number:	2997389	FLEX-ZONE
Registration Number:	2810224	GLACIER TEC
Registration Number:	2490404	GRADE A JEANS
Registration Number:	2635630	GRANDE CENTRAL BIG & TALL CLOTHING CO.
Registration Number:	2531456	HARBOR BAY
Registration Number:	2471393	HB SPORT HARBOR BAY
Registration Number:	2566969	H B SPORT HARBOR BAY
Registration Number:	1034385	HIGH AND MIGHTY
Registration Number:	1171694	HIGH & MIGHTY
Registration Number:	1974456	HIMALAYA
Registration Number:	1975575	HIMALAYA OUTFITTERS
Registration Number:	3257541	ISLAND OUTFITTERS
Registration Number:	3559858	ISLAND PASSPORT
Registration Number:	3391690	LIVINGXL
Registration Number:	3614535	METROFUSION
Registration Number:	2018824	NATURAL EXCHANGE BY ALEXANDER LLOYD
Registration Number:	2938844	NECK-RELAXER
Registration Number:	3355267	OAK HILL
Registration Number:	3351230	OAK HILL ESTABLISHED 1972
Registration Number:	2652826	REPP
Registration Number:	3622362	REPP
Registration Number:	2667795	REPP
Registration Number:	1242946	REPP, LTD.
Registration Number:	2346534	REPP TECH
Registration Number:	3262383	ROCHESTER
Registration Number:	3218730	ROCHESTER BIG & TALL
Registration Number:	2975701	ROCHESTER SPORT FOR BIG & TALL MEN
Registration Number:	3482602	SHOESXL
Registration Number:	3515729	SOCIETY OF ONE
Registration Number:	2997388	STAIN-FIGHTER
Registration Number:	2643269	THINK BIG
Registration Number:	2324049	THINK BIG

Registration Number:	2802643	THINK BIG
Registration Number:	3265921	TRAVELER TECHNOLOGY
Registration Number:	2650656	WAIST-RELAXER
Serial Number:	85078408	28°
Serial Number:	85078376	28 DEGREES
Serial Number:	77896479	CONTINUOUS COMFORT
Serial Number:	77833051	N.E.A.T. NEVADA EQUINE ASSISTED THERAPY
Serial Number:	85138582	DURABELT
Serial Number:	77883076	DXL
Serial Number:	85098685	DXL DESTINATION XL
Serial Number:	77518066	TEAM XL
Serial Number:	85111009	TRUE NATION
Serial Number:	77883051	DESTINATIONXL

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	634818
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	01/10/2011

**Total Attachments: 13**  
source=1-6-11 CMRG Apparel-TM#page1.tif  
source=1-6-11 CMRG Apparel-TM#page2.tif  
source=1-6-11 CMRG Apparel-TM#page3.tif  
source=1-6-11 CMRG Apparel-TM#page4.tif  
source=1-6-11 CMRG Apparel-TM#page5.tif  
source=1-6-11 CMRG Apparel-TM#page6.tif  
source=1-6-11 CMRG Apparel-TM#page7.tif  
source=1-6-11 CMRG Apparel-TM#page8.tif  
source=1-6-11 CMRG Apparel-TM#page9.tif  
source=1-6-11 CMRG Apparel-TM#page10.tif  
source=1-6-11 CMRG Apparel-TM#page11.tif  
source=1-6-11 CMRG Apparel-TM#page12.tif  
source=1-6-11 CMRG Apparel-TM#page13.tif

**RECORDATION FORM COVER SHEET  
 TRADEMARKS ONLY**

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

<p><b>1. Name of conveying party(ies):</b>                  CMRG Apparel, LLC</p> <p> <input type="checkbox"/> Individual(s)      <input type="checkbox"/> Association  <input type="checkbox"/> General Partnership      <input type="checkbox"/> Limited Partnership  <input type="checkbox"/> Corporation- State: _____  <input checked="" type="checkbox"/> Other <u>LLC - Delaware</u> </p> <p>Citizenship (see guidelines) _____</p> <p>Additional names of conveying parties attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p><b>2. Name and address of receiving party(ies)</b></p> <p>Additional names, addresses, or citizenship attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p> <p>Name: <u>Bank of America, N.A.</u></p> <p>Internal Address: _____</p> <p>Street Address: <u>100 Federal St., 9th Fl.</u></p> <p>City: <u>Boston</u></p> <p>State: <u>MA</u></p> <p>Country: <u>USA</u>      Zip: <u>02110</u></p> <p> <input checked="" type="checkbox"/> Association      Citizenship <u>USA</u>  <input type="checkbox"/> General Partnership      Citizenship _____  <input type="checkbox"/> Limited Partnership      Citizenship _____  <input type="checkbox"/> Corporation      Citizenship _____  <input type="checkbox"/> Other _____      Citizenship _____                 </p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached: <input type="checkbox"/> Yes <input type="checkbox"/> No                  (Designations must be a separate document from assignment)</p>
<p><b>3. Nature of conveyance / Execution Date(s) :</b></p> <p>Execution Date(s) <u>November 10, 2010</u></p> <p> <input type="checkbox"/> Assignment      <input type="checkbox"/> Merger  <input checked="" type="checkbox"/> Security Agreement      <input type="checkbox"/> Change of Name  <input type="checkbox"/> Other _____                 </p>	<p><b>4. Application number(s) or registration number(s) and identification or description of the Trademark.</b></p> <p>A. Trademark Application No.(s)  <u>See attached Exhibit A</u></p> <p>B. Trademark Registration No.(s)  <u>See attached Exhibit A</u></p> <p>Additional sheet(s) attached? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No</p>
<p><b>C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):</b></p>	
<p><b>5. Name &amp; address of party to whom correspondence concerning document should be mailed:</b></p> <p>Name: <u>Corporation Service Company</u></p> <p>Internal Address: <u>Suite 210</u></p> <p>Street Address: <u>1180 Avenue of the Americas</u></p> <p>City: <u>New York</u></p> <p>State: <u>NY</u>      Zip: <u>10036</u></p> <p>Phone Number: <u>212-299-5600</u></p> <p>Fax Number: <u>212-299-5656</u></p> <p>Email Address: _____      ORDER# <u>634818</u></p>	<p><b>6. Total number of applications and registrations involved:</b> <span style="border: 1px solid black; padding: 2px 10px;">62</span></p> <p><b>7. Total fee (37 CFR 2.6(b)(6) &amp; 3.41) \$</b> _____</p> <p> <input type="checkbox"/> Authorized to be charged to deposit account  <input type="checkbox"/> Enclosed                 </p>
<p><b>8. Payment information:</b></p> <p>Deposit Account Number _____</p> <p>Authorized User Name _____</p>	
<p><b>9. Signature:</b> <u>Laura A. Cadogan</u>      <u>1/5/11</u>      Date</p> <p style="text-align: center;">Signature</p> <p style="text-align: center;">Name of Person Signing</p> <p style="text-align: right;">Total number of pages including cover sheet, attachments, and document: <span style="border: 1px solid black; padding: 2px 10px;">13</span></p>	

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:  
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

---

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

---

November 10, 2010

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

Bank of America, N.A, a national banking association with offices at 100 Federal Street, 9<sup>th</sup> Floor, Boston, Massachusetts 02110, as Collateral Agent (in such capacity, the "Agent") for its own benefit and the benefit of the other Secured Parties (as defined in the Sixth Restated Loan Agreement referred to below)

and

CMRG Apparel, LLC (successor by conversion to Designs Apparel, Inc.), a Delaware limited liability company (hereinafter, the "Grantor") with its principal address at 555 Turnpike Street, Canton, Massachusetts 02021

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

**WITNESSETH:**

**1. BACKGROUND:**

- (a) On December 28, 2006, Casual Male Retail Group, Inc., a Delaware corporation, as agent (in such capacity, the "Borrowers' Representative") for Casual Male Retail Group, Inc. and the Grantor (collectively, the "Borrowers"), and Bank of America, N.A., as Administrative Agent and Collateral Agent, among others, entered into a certain Fifth Amended and Restated Loan and Security Agreement (as amended and in effect, the "Fifth Restated Loan Agreement").
- (b) As security for its obligations under the Fifth Restated Loan Agreement, the Grantor executed and delivered to Bank of America, N.A., as Collateral Agent, among other documents, a certain Amended and Restated Trademark and Trademark Applications Security Agreement dated as of December 28, 2006 (as amended and in effect the "Existing Trademark Security Agreement").
- (c) The Agent, the Administrative Agent and the Borrowers have agreed to amend and restate the Fifth Restated Loan Agreement on the terms and conditions set forth in that certain Sixth Amended and Restated Loan and Security Agreement of even date herewith by and among the Agent, the Administrative Agent, the Borrowers and the Revolving Credit Lenders party thereto (as amended, modified, supplemented or restated and in effect from time to time, the "Sixth Restated

**Loan Agreement").** Terms used herein which are defined in the Sixth Restated Loan Agreement are used as so defined.

- (d) It is a condition precedent to the Revolving Credit Lenders making any loans or otherwise extending credit to the Borrowers under the Sixth Restated Loan Agreement that the Grantor execute and deliver to the Agent this Agreement to secure the Liabilities of the Borrowers under the Sixth Restated Loan Agreement.

NOW THEREFORE, in consideration of the mutual covenants contained herein and benefits derived herefrom, the parties hereto agree that the Existing Trademark Security Agreement shall be amended and restated in its entirety as follows:

- 2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Grantor hereby creates a security interest in favor of the Agent (for the benefit of the Agent and the other Secured Parties), with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):
  - (a) All of the Grantor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
  - (b) All renewals of any of the foregoing.
  - (c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
  - (d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
  - (e) All of the Grantor's rights corresponding to any of the foregoing throughout the world.
- 3. **PROTECTION OF MARKS BY GRANTOR:** The Grantor shall undertake the following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the "Marks"):
  - (a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
  - (b) At the Grantor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

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

Notwithstanding the foregoing, the Grantor shall not be required to take the above actions with respect to any Marks to the extent the Grantor deems such Marks not necessary or not appropriate to its business.

**4. GRANTOR'S REPRESENTATIONS AND WARRANTIES:** The Grantor represents and warrants that:

- (a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Grantor.
- (b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests of any Person other than the Agent and except for Permitted Encumbrances.
- (c) The Grantor shall give the Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:
  - (i) The Grantor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquiring ownership of any additional registered trademarks, registered service marks, trademark applications, or service mark applications (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).
  - (ii) The Grantor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than the Grantor's right to sell products containing the trademarks of others in the ordinary course of the Grantor's business).
  - (iii) The Grantor's entering into any new trademark license agreement or service mark license agreement.

**5. AGREEMENT APPLIES TO FUTURE MARKS:**

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in Section 4, above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.
- (b) The Grantor hereby authorizes the Agent, following the occurrence and during the continuance of an Event of Default, to take all such action to protect the Agent's

interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given; provided, however, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

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

- (a) The Grantor first provides the Agent with written notice of the Grantor's intention to so sue for enforcement of any Mark.
- (b) Any money damages awarded or received by the Grantor on account of such suit (or the threat of such suit) shall constitute TM Collateral.
- (c) Following the occurrence, and during the continuance, of any Event of Default, the Agent, by notice to the Grantor may terminate or limit the Borrower's rights under this Section 6.

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

- (a) the Grantor's failure, within fifteen (15) days of written notice from the Agent, to cure any failure by the Grantor to perform any of the Grantor's obligations set forth in Section 3; and/or
- (b) the occurrence of any Event of Default,

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

8. **RIGHTS UPON DEFAULT:** Upon the occurrence, and during the continuance, of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the UCC, with respect to the Marks, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

9. **AGENT AS ATTORNEY IN FACT:**

(a) The Grantor hereby irrevocably constitutes and designates the Agent as and for the Grantor's attorney-in-fact, effective following the occurrence, and during the continuance, of any Event of Default:

- (i) To exercise any of the rights and powers referenced in Sections 3, 5 and 6.



- (ii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.
- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.
- (c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Grantor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

**10. AGENT'S RIGHTS:**

- (a) Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Sixth Restated Loan Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- (b) None of this Agreement, the Sixth Restated Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are effective only following the occurrence of any Event of Default.

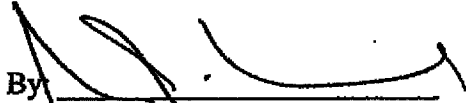
**11. INTENT:** It is intended that this Agreement supplement the Sixth Restated Loan Agreement. In that regard, the Grantor confirms that (a) all representations and covenants set forth in the Sixth Restated Loan Agreement with respect to Collateral are applicable to the Marks, and (b) the Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral under the Sixth Restated Loan Agreement. In the event of a conflict between this Agreement and the Sixth Restated Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Sixth Restated Loan Agreement with respect to all other Collateral.

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

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

CMRG APPAREL, LLC  
(The "Grantor")

BANK OF AMERICA, N.A.  
(The "Agent")

By: 

Name: Dennis R. Herreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

By: \_\_\_\_\_  
Name: Kathleen A. Dimock  
Title: Managing Director

Signature Page to Amended and Restated Trademark  
and Trademark Applications Security Agreement

**TRADEMARK**  
**REEL: 004449 FRAME: 0525**

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

CMRG APPAREL, LLC

BANK OF AMERICA, N.A.

(The "Grantor")

(The "Agent")

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

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

Name: Dennis R. Hernreich  
Title: Executive Vice President, Chief  
Operating Officer, Chief Financial  
Officer, Treasurer and Secretary

Name: Kathleen A. Dimock  
Title: Managing Director

Signature Page to Amended and Restated Trademark  
and Trademark Applications Security Agreement

TRADEMARK  
REEL: 004449 FRAME: 0526

**EXHIBIT A**

**TO**

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

The following is a list of all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by CMRG Apparel, LLC, the Grantor.

**UNITED STATES TRADEMARK REGISTRATIONS**

<b><u>TRADEMARK/SERVICE MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
ALEXANDER LLOYD	1792707	09/14/93
B&T FACTORY STORE & design (SM)	2443351	04/01/01
B&T BIG & TALL FACTORY STORE & design (SM)	2415558	12/26/00
BIG & TALL & design (SM) (stylized)(yellow)	1553379 (Supplemental)	08/22/89
BIG & TALL CASUAL MALE & design (SM)	2080852	07/22/97
BOLDXL	3576148	02/17/09
BTDIRECT.COM (SM)	3699266	10/20/09
CANYON RIDGE	2159159	05/19/98
CASTAGNE (Italian-to-English translation "Chestnuts")	3354065	12/11/07
CASUAL MALE	2838614	05/04/04
CASUAL MALE (SM)	2198042	10/20/98
CASUAL MALE BIG & TALL (SM)	2036883	02/11/97
CASUAL MALE BIG & TALL & design (SM)	2080851	07/22/97
CASUAL MALE XL (SM)	3180088	12/05/06
CASUAL MALE XL & design (SM)	52289 (Arizona)	11/09/07
CASUAL MALE XL & design (SM)	T06000000743 (Florida)	07/16/06
COMFORT ZONE	3525088	10/28/08
DRY-ACTION	3067127	03/14/06
FLEX-ZONE	2997389	09/20/05
GLACIER TEC	2810224	02/03/04
GRADE A JEANS	2490404	09/18/01
GRANDE CENTRAL BIG & TALL CLOTHING CO.	2635630	10/15/02
HARBOR BAY	2531456	07/24/01
HB SPORT HARBOR BAY	2471393	01/22/02
HB SPORT HARBOR BAY & design	2566969	05/07/02
HIGH AND MIGHTY	1034385	02/24/76
HIGH & MIGHTY (SM)	1171694	09/29/81
HIMALAYA	1974456	05/21/96
HIMALAYA OUTFITTERS	1975575	05/28/96
ISLAND OUTFITTERS	3257541	07/03/07
ISLAND PASSPORT	3559858	01/13/09

**TRADEMARK**

**REEL: 004449 FRAME: 0527**

LIVINGXL (SM)	3391690	03/04/08
METROFUSION	3614535	05/05/09
NATURAL EXCHANGE-BY ALEXANDER LLOYD	2018824	11/26/96
NECK-RELAXER	2938844	04/15/05
OAK HILL	3355267	12/18/07
OAKHILL ESTABLISHED 1972 & Tree Design	3351230	12/11/07
REPP	2652826 (Supplemental)	11/19/02
REPP	3622362 (Principal)	05/19/09
REPP (SM)	2667795	12/31/02
REPP, LTD. & design	1242946	06/21/83
REPP TECH	2346534	05/02/00
ROCHESTER	3262383	07/10/07
ROCHESTER BIG & TALL (SM)	3218730	03/13/07
ROCHESTER SPORT FOR BIG & TALL MEN *	2975701	07/26/05
SHOESXL	3482602 (Supplemental)	08/05/08
SOCIETY OF ONE	3515729	10/14/08
STAIN-FIGHTER	2997388	09/20/05
THINK BIG	2643269	10/29/02
THINK BIG (SM)	2324049	02/29/00
THINK BIG (multi-classification novelty items)	2802643	01/06/04
TRAVELER TECHNOLOGY	3265921	07/17/07
WAIST-RELAXER	2650656	11/12/02

\* By way of assignment pursuant to acquisition of Rochester Big & Tall Clothing on October 29, 2004.

\*\* By way of assignment pursuant to acquisition of JM Leather, Inc. on May 2, 2006.

### UNITED STATES TRADEMARK APPLICATIONS

<u>TRADEMARK/SERVICE MARK</u>	<u>APPLICATION NUMBER</u>	<u>APPLICATION DATE</u>
28°	85/078408	07/06/10
28 DEGREES	85/078376	07/06/10
CONTINUOUS COMFORT	77/896479	12/18/09
DESTINATION XL	77/833051	12/01/09
DURABELT	85/138582	09/27/10
DXL	77/883076	12/01/09
DXL DESTINATION XL	85/098685	08/03/10
TEAM XL	77/518066	07/09/08
TRUE NATION	85/111009	08/19/10

**CANADA TRADEMARK REGISTRATIONS**

<b><u>TRADEMARK/SERVICE MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
CASUAL MALE XL	TMA715826	06/03/08
FLEX-ZONE	TMA689720	06/13/07
GLACIER TEC (clothing)	TMA653857	11/16/06
GLACIER TEC (footwear, caps and gloves)	TMA653857	11/29/05
HARBOR BAY	TMA642520	06/20/05
HB SPORT HARBOR BAY	TMA677612	11/24/06
HIMALAYA	TMA665615	06/05/06
HIMALAYA OUTFITTERS	TMA677613	11/24/06
NECK-RELAXER	TMA654960	12/13/05
ROCHESTER BIG & TALL	TMA701192	11/21/07
SHOES XL	TMA726233	10/16/08
STAIN-FIGHTER	TMA670418	08/16/08
THINKBIG (SM)	TMA677300	11/17/06
THINKBIGDIRECT.COM	TMA642522	06/20/05
TRAVELER TECHNOLOGY	TMA713504	05/05/08
WAIST-RELAXER	TMA642042	06/15/05

**CANADA TRADEMARK APPLICATIONS (PENDING)**

<b><u>TRADEMARK/SERVICE MARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>APPLICATION DATE</u></b>
BIG & TALL & design (SM) (stylized)	1210501	03/17/04
BIG & TALL CASUAL MALE & design (SM)	1210536	03/17/04
BOLDXL	1424348	01/13/09
CASUAL MALE (SM)	1210545	03/17/04
CASUAL MALE BIG & TALL (SM)	1210504	03/17/04
CASUAL MALE BIG & TALL & design (SM)	1210537	03/17/04
COMFORT ZONE	1274242	09/30/05
CONTINUOUS COMFORT	1479934	05/06/10
DESTINATION XL	1479930	05/06/10
DXL	1479920	05/06/10
DXL DESTINATION XL (SM) (stylized)	PENDING	
SUPERSIZEWORLD	1347887	11/14/07

**EUROPEAN (COMMUNITY) TRADEMARK REGISTRATIONS**

<b><u>TRADEMARK/SERVICE MARK</u></b>	<b><u>REGISTRATION NUMBER</u></b>	<b><u>REGISTRATION DATE</u></b>
BOLDXL	007518517	01/13/09
BT DIRECT	006183479	08/09/07
CASUAL MALE	004325742	05/17/06
COMFORT ZONE	004325783	04/21/08
HARBOR BAY	004325833	04/18/06
LIVINGXL	006183578	09/21/09
OAK HILL	006269112	09/10/07
OAK HILL ESTABLISHED 1972 & Design	006269138	09/10/07
SHOESXL	005917398	05/19/09
SUPERSIZEWORLD	005917349	05/18/07

**EUROPEAN (COMMUNITY) TRADEMARK APPLICATIONS (PENDING)**

<b><u>TRADEMARK/SERVICE MARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>APPLICATION DATE</u></b>
CASUAL MALE XL	6120752	07/20/07
DESTINATION XL	PENDING	
DXL	PENDING	
ROCHESTER	4325809	03/07/05
ROCHESTER SPORT	4325825	03/07/05

**CHINA TRADEMARK REGISTRATIONS**

<b><u>TRADEMARK/SERVICE MARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>APPLICATION DATE</u></b>
ROCHESTER BIG & TALL	5475384	07/12/06

**FRANCE TRADEMARK APPLICATIONS**

<b><u>TRADEMARK/SERVICE MARK</u></b>	<b><u>APPLICATION NUMBER</u></b>	<b><u>APPLICATION DATE</u></b>
BT DIRECT	07/3513462	07/13/07
LIVING XL	07/3513460	07/13/07
SHOES XL	07/3513458	07/13/07

1253465.3