TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Trademark Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Kellwood Company		10/19/2011	CORPORATION: DELAWARE
Phat Fashions LLC		10/19/2011	LIMITED LIABILITY COMPANY: NEW YORK
American Recreation Products, Inc.		10/19/2011	CORPORATION: DELAWARE
Royal Robbins, Inc.		10/19/2011	CORPORATION: CALIFORNIA
Sierra Designs Acquisition Corporaton		10/19/2011	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	Sun Kellwood Finance, LLC
Street Address:	5200 Town Center Circle
Internal Address:	Suite 600
City:	Boca Raton
State/Country:	LOUISIANA
Postal Code:	33486
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

CH $7215.00 3515286

PROPERTY NUMBERS Total: 288

Property Type	Number	Word Mark
Registration Number:	3515286	4 ON THE FLOOR
Registration Number:	1768454	A ACADEMY BROADWAY
Registration Number:	1778706	ACADEMY BROADWAY
Registration Number:	1882992	ARP SAFETY PRODUCTS
Registration Number:	0785434	BLACK SHEEP
Registration Number:	1302411	BLACK SHEEP
Registration Number:	1661770	BLACK SHEEP
Registration Number:	0783045	
Registration Number:	3614735	COMFORTEC

Registration Number:	1941343	DRYTHERM
Registration Number:	1289067	EVEREST ELITE
Registration Number:	2082116	FREEPORT
Registration Number:	1900641	HILLARY
Registration Number:	3259010	INSTA-BED
Registration Number:	3692629	ISIS
Registration Number:	3850428	ISIS
Registration Number:	3075774	ISIS
Registration Number:	3945746	JUBILEE
Registration Number:	1059258	KELTY
Registration Number:	1063542	KELTY
Registration Number:	1294302	KELTY
Registration Number:	3894030	KELTY
Registration Number:	3904440	KELTY
Registration Number:	4034313	KELTY
Registration Number:	3886466	KELTY
Registration Number:	3886467	KELTY
Registration Number:	3886468	KELTY
Registration Number:	3995061	KELTY
Registration Number:	4022650	KELTY
Registration Number:	2045780	KELTY K.I.D.S.
Registration Number:	3890335	KELTY KIDS
Registration Number:	3945763	MIJO
Registration Number:	3945744	MINISTRY
Registration Number:	1612072	MOUNTAIN TRAILS
Registration Number:	3957647	MOUNTAIN TRAILS
Registration Number:	2082115	NASSAU
Registration Number:	3444912	NO FLY ZONE
Registration Number:	3002197	PENTADOME
Registration Number:	3211341	READYREST
Registration Number:	1612077	RIDGEWAY
Registration Number:	1613893	RIDGEWAY
Registration Number:	1621279	RIDGEWAY
Registration Number:	1990915	RIDGEWAY BY KELTY
Registration Number:	2350410	ROKK

	4022710	ROKK
Registration Number:	4022709	ROKK
Registration Number:	1291069	SLUMBERJACK
Registration Number:	1898130	SLUMBERJACK
Registration Number:	4026079	SLUMBERLOFT
Registration Number:	4026073	SLUMBERWICK
Registration Number:	3611201	SMARTSHADE
Registration Number:	2936581	SOLARON
Registration Number:	3758644	SPORT SHOT
Registration Number:	3886406	STOW-N-GO
Registration Number:	3994932	STOW-N-GO
Registration Number:	1559870	SUN STOPPER
Registration Number:	3527386	FRESH PASSION
Registration Number:	3099461	TAIL R MADE
Registration Number:	1581569	THE CAMPING COMPANY
Registration Number:	1963244	TRAVAFIL
Registration Number:	1373848	TRAVASAK
Registration Number:	1627202	TRAVASAK SLEEP SYSTEM
Registration Number:	3837464	U
Registration Number:	3837450	U
Registration Number:	3837452	U
Registration Number:	3837497	ROCKING CHAIR MIX
Registration Number:	3837442	ULTIMATE DIRECTION
Registration Number:	3837440	ULTIMATE DIRECTION
Registration Number:	3859595	ULTIMATE DIRECTION
Registration Number:	1559824	ULTIMATE DIRECTION
Registration Number:	2446740	UV ARMOR
Registration Number:	1010087	WENZEL
Registration Number:	1935918	WENZEL
Registration Number:	1931700	BILLY GOAT
Registration Number:	2145573	BLUEWATER SHORT
Registration Number:	2350360	GO EVERYWHERE
Registration Number:	2428613	ROYAL ROBBINS
Registration Number:	1303905	
Registration Number:	3314387	

	1034882	60/40 PARKA
Registration Number:	1086407	SIERRA DESIGNS
Registration Number:	1083585	SINCE 1986 THE ORIGINAL 60/40 PARKA SIERRA DESIGNS
Registration Number:	3274220	A+
Registration Number:	3117128	A+DAM
Registration Number:	3080813	A+EVE
Registration Number:	3974085	ADAM
Registration Number:	3977235	ADAM
Registration Number:	3974103	ADAM
Registration Number:	3974104	ADAM
Registration Number:	3894166	ADAM ADAM LIPPES
Registration Number:	3990923	ADAM ADAM LIPPES
Registration Number:	3013979	BELIZA PETITES
Registration Number:	2916374	BELIZA WOMAN
Registration Number:	1807628	BICE
Registration Number:	1457502	BLOCK ISLAND
Registration Number:	2315201	BRIGGS NEW YORK
Registration Number:	3852303	WE FIT WHO YOU ARE
Registration Number:	3702523	CHIME
Registration Number:	1124533	CITY BLUES
Registration Number:	1871395	CITYWEAR
Registration Number:	1674295	COMPONENTS
Registration Number:	4016078	COMPONIX
Registration Number:	1441281	CRICKET LANE
Registration Number:	1839480	CROWNTUFT
Registration Number:	1433987	DAVID DART
Registration Number:	1991895	DAVID DART COLLECTIONS
Registration Number:	1991896	DAVID DART SPORT
Registration Number:	3946062	DEMOCRACY DECLARATION OF JEAN DEPENDENCE
Registration Number:	3946063	DEMOCRACY FREEDOM JEANERATION
Registration Number:	1675206	EASE SPORT
Registration Number:	1696978	EASE SPORT
Registration Number:	1812228	EC4U
Registration Number:	1676871	ENCHANTE SPORT
Registration Number:	3788790	FITS YOU. FITS YOUR LIFESTYLE.

	1679478	FLATTER FIT
Registration Number:	1758446	FLATTER STRETCH
Registration Number:	1499692	FRANCISCA
Registration Number:	1775315	FRITZI CALIFORNIA
Registration Number:	1646911	HERBCRAFT
Registration Number:	2502297	HOLLYWOULD
Registration Number:	3078229	HOLLYWOULD
Registration Number:	3108223	INDEX
Registration Number:	3274268	IT'S HARD TO LOOK SEXY WHEN YOUR FEET HURT
Registration Number:	1775319	IVY WEAR
Registration Number:	1813819	JAX
Registration Number:	3229037	JOLT
Registration Number:	3363664	
Registration Number:	3321642	K KORET
Registration Number:	3332623	K KORET
Registration Number:	1968641	KORAPEL
Registration Number:	3271307	KORATRON
Registration Number:	2366995	K WEAR BY KORET
Registration Number:	2570640	KORET
Registration Number:	1127554	KORET
Registration Number:	1079447	KORET CITY BLUES
Registration Number:	1956615	
Registration Number:	2825465	CARRERA
Registration Number:	3357043	KORET SPORT
Registration Number:	3705898	KORETCOMPANY.COM
Registration Number:	3995293	KURT THOMAS
Registration Number:	3793434	MAGIC PANT
Registration Number:	1626053	MELROSE
Registration Number:	1442190	MY MICHELLE
Registration Number:	1769366	NAPA VALLEY
Registration Number:	3173885	NAPA VALLEY BLUES
Registration Number:	2853619	PANTOLOGY
Registration Number:	3005746	PINK POODLE
Registration Number:	2759230	REBECCA TAYLOR
Registration Number:	2601789	REBECCA TAYLOR

	2847668	REBECCA TAYLOR
Registration Number:	2132863	REBECCA TAYLOR
Registration Number:	2646292	REBECCA TAYLOR
Registration Number:	2919208	REBECCA TAYLOR
Registration Number:	2596950	REBECCA TAYLOR
Registration Number:	3078041	REWIND
Registration Number:	3694153	REWIND
Registration Number:	1260999	ROBERT SCOTT LTD.
Registration Number:	1224369	SAG HARBOR
Registration Number:	3974464	SAG HARBOR
Registration Number:	3974467	SAG HARBOR
Registration Number:	3974502	SAG HARBOR
Registration Number:	1943661	SAG HARBOR
Registration Number:	1684501	SAILMATES
Registration Number:	3813125	SANGRIA
Registration Number:	1149006	SEPARATE IMPRESSIONS
Registration Number:	2134688	SEPARATE IMPRESSIONS BY KORET
Registration Number:	3635709	SEQUIN HEARTS
Registration Number:	3705897	SHOPKORET.COM
Registration Number:	2042095	SOLOS KORET
Registration Number:	3914439	STRUCK BY STYLE
Registration Number:	1755484	STUDIO EASE
Registration Number:	1706880	SUTTER PLACE
Registration Number:	1694517	SUTTER PLACE
Registration Number:	3765444	TAKARA
Registration Number:	3974503	THE CLOTHES I WEAR
Registration Number:	3795016	THE FITTING GUARANTEE
Registration Number:	3860681	THE FLEXI-FIT WAISTBAND
Registration Number:	2176499	THE KORET PERFECT FIT
Registration Number:	3613889	THE SLIMMING SOLUTION
Registration Number:	1804570	THIN ICE
Registration Number:	2929250	VINCE
Registration Number:	3680680	VINCE
Registration Number:	3861098	VINCE
Registration Number:	3954984	VINCE.

	3954985	VINCE.
Registration Number:	1849398	VIOLETS & ROSES
Registration Number:	3999806	WAIST SOLUTION
Registration Number:	1245406	WINGATE
Registration Number:	1790493	YOU BABES
Registration Number:	2272180	
Registration Number:	3735330	
Registration Number:	3759361	
Registration Number:	3624700	
Registration Number:	3233844	
Registration Number:	3240184	
Registration Number:	3087925	
Registration Number:	2440358	
Registration Number:	2538563	
Registration Number:	3037296	
Registration Number:	3613885	BABY PHAT
Registration Number:	3701862	BABY PHAT
Registration Number:	3591599	BABY PHAT
Registration Number:	3181285	BABY PHAT
Registration Number:	3220372	BABY PHAT
Registration Number:	3386191	BABY PHAT
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Registration Number:	2538494	BABY PHAT
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Registration Number:	3004138	BABY PHAT
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Registration Number:	2557269	BABY PHAT GIRLZ
Registration Number:	2867090	BABY PHAT GIRLZ
Registration Number:	3512917	BABY PHAT GODDESS
Registration Number:	3512918	BABY PHAT GODDESS
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Registration Number:	3374112	BABY PHAT GOLDEN GODDESS
Registration Number:	3860529	BABY PHAT SEDUCTIVE GODDESS
Registration Number:	3759363	P
Registration Number:	2487976	P
Registration Number:	3690698	P
Registration Number:	3438436	P
Registration Number:	3451492	P
Registration Number:	2528508	P
Registration Number:	2610656	P
Registration Number:	2802598	P
Registration Number:	3018211	P
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Registration Number:	3759362	P
Registration Number:	3812223	P
Registration Number:	3085753	P
Registration Number:	3018212	P
Registration Number:	3021315	P
Registration Number:	2600979	P
Registration Number:	3117467	PHAT
Registration Number:	2372748	PHAT

	3640322	PHAT CLASSICS
Registration Number:	3730098	PHAT FARM
Registration Number:	3861131	PHAT FARM
Registration Number:	3256767	PHAT FARM
Registration Number:	3181284	PHAT FARM
Registration Number:	3220371	PHAT FARM
Registration Number:	1809325	PHAT FARM
Registration Number:	2415455	PHAT FARM
Registration Number:	2847288	PHAT FARM
Registration Number:	2867117	PHAT FARM
Registration Number:	3013536	PHAT FARM
Registration Number:	2492511	PHAT FARM
Registration Number:	2552152	PHAT FARM
Registration Number:	2487474	PHAT FARM
Registration Number:	2551715	P PHAT FARM
Registration Number:	2485552	PHAT P FARM
Registration Number:	3116645	PHAT P FARM
Registration Number:	3184177	PHAT FARM P
Registration Number:	4006503	PHAT PREMIUM
Registration Number:	3716230	
Registration Number:	3693597	
Registration Number:	1819997	PHAT THREADS
Serial Number:	85241347	INSUL-THERM
Serial Number:	85241374	OMEGA II
Serial Number:	85241670	SLUMBERJACK
Serial Number:	85414101	WEATHER ARMOR
Serial Number:	85413896	CCT
Serial Number:	85365866	CORE COMFORT TECHNOLOGY
Serial Number:	85376441	BLK DNM
Serial Number:	85298020	BLK DNM
Serial Number:	78801438	CABANA BY HOLLYWOULD
Serial Number:	77808873	DEMOCRACY
Serial Number:	85294452	MY MICHELLE
Serial Number:	85419074	REBECCA TAYLOR

Fax Number:	(312)862-2200
Phone:	312-862-2000
Email:	christine.casey@kirkland.com

Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.

Correspondent Name:	Christine Casey
Address Line 1:	300 North LaSalle Street
Address Line 2:	28th Floor
Address Line 4:	Chicago, ILLINOIS 60654

ATTORNEY DOCKET NUMBER:	22761-2 CAC
NAME OF SUBMITTER:	Christine Casey
Signature:	/Christine Casey/
Date:	11/03/2011

Total Attachments: 18
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TRADEMARK SECURITY AGREEMENT

Notwithstanding anything contained herein, this Trademark Security Agreement and the rights, remedies, duties and obligations evidenced hereby and thereby are subject in all respects to the terms and conditions of that certain Intercreditor Agreement dated as of October 19, 2011 by and among the Lenders, Grantors, Wells Fargo Bank, National Association, Cerberus Business Finance, LLC and any other parties thereto, as may be amended from time to time.

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 19th day of October, 2011, by and among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and **SUN KELLWOOD FINANCE, LLC** ("Sun Finance"), in its capacity as agent for the Lenders and the Lenders (in such capacity, together with its successors and assigns in such capacity, "Agent").

W I T N E S S E T H:

WHEREAS, pursuant to (i) that certain Term Loan Agreement dated as of July 23, 2009, as amended on April 15, 2010 (as amended and restated by that certain Second Amended and Restated Term Loan Agreement dated of even date herewith, and as may be further supplemented, or otherwise modified from time to time, the "Term A Loan Agreement") and (ii) that certain Term Loan Agreement dated as of January 4, 2011, as amended and restated as of March 18, 2011, as amended and restated as of August 5, 2011 (as amended and restated by that certain Third Amended and Restated Term Loan Agreement dated of even date herewith, and as may be further supplemented, or otherwise modified from time to time, the "Term B/C/D Loan Agreement", and together with the Term A Loan Agreement, collectively, the "Credit Agreement"), in each case, by and among each Grantor, as a borrower (collectively the "Borrowers" and each a "Borrower"), the lenders party thereto as "Lenders" (such Lenders, together with their respective successors and assigns in such capacity, each, individually, a "Lender" and, collectively, the "Lenders"), and Agent, the Lenders have agreed to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Agent, for the benefit of the Lenders, that certain Security Agreement, dated as of October 19, 2011 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of the Lenders, this Trademark Security Agreement;

TRADEMARK
REEL: 004654 FRAME: 0063

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All initially capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants and pledges to Agent, for the benefit of the Lenders, to secure the Secured Obligations, a continuing security interest (referred to in this Trademark Security Agreement as the "Security Interest") in all of such Grantor's right, title and interest in and to the following, whether now owned or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(a) all of its Trademarks including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark; and

(c) all products and proceeds (as that term is defined in the Code) of the foregoing, including any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark, including right to receive any damages, or (ii) injury to the goodwill associated with any Trademark.

3. SECURITY FOR SECURED OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Agent, the Lenders, the Lenders or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The Security Interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interests granted to Agent, for the benefit of the Lenders, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the Security Interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. To the extent there is any inconsistency between this Trademark Security Agreement and the Security Agreement, the Security Agreement shall control.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section, Grantors hereby authorize Agent unilaterally to modify this Trademark Security Agreement by amending Schedule I to include any such new trademark rights of each Grantor. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall

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in any way affect, invalidate or detract from Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Trademark Security Agreement. Delivery of an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Trademark Security Agreement. Any party delivering an executed counterpart of this Trademark Security Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Trademark Security Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Trademark Security Agreement.

7. CONSTRUCTION. This Copyright Security Agreement is a Loan Document. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or". The words "hereof", "herein", "hereby", "hereunder", and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). The words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts, and contract rights. Any reference herein to the satisfaction, repayment, or payment in full of the Secured Obligations shall mean the repayment in full in cash or immediately available funds of all of the Secured Obligations other than unasserted contingent indemnification Secured Obligations. Any reference herein to any Person shall be construed to include such Person's successors and permitted assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record.

8. **THE VALIDITY OF THIS TRADEMARK SECURITY AGREEMENT, THE CONSTRUCTION, INTERPRETATION, AND ENFORCEMENT HEREOF, AND THE RIGHTS OF THE PARTIES HERETO WITH RESPECT TO ALL MATTERS ARISING HEREUNDER OR RELATED HERETO SHALL BE DETERMINED UNDER, GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF ILLINOIS.**

9. **THE PARTIES AGREE THAT ALL ACTIONS OR PROCEEDINGS ARISING IN CONNECTION WITH THIS TRADEMARK SECURITY AGREEMENT**

TRADEMARK
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SHALL BE TRIED AND LITIGATED ONLY IN THE STATE AND, TO THE EXTENT PERMITTED BY APPLICABLE LAW, FEDERAL COURTS LOCATED IN THE COUNTY OF COOK, STATE OF ILLINOIS; PROVIDED, HOWEVER, THAT ANY SUIT SEEKING ENFORCEMENT AGAINST ANY COLLATERAL OR OTHER PROPERTY MAY BE BROUGHT, AT AGENT'S OPTION, IN THE COURTS OF ANY JURISDICTION WHERE AGENT ELECTS TO BRING SUCH ACTION OR WHERE SUCH COLLATERAL OR OTHER PROPERTY MAY BE FOUND. AGENT AND EACH GRANTOR WAIVE, TO THE EXTENT PERMITTED UNDER APPLICABLE LAW, ANY RIGHT EACH MAY HAVE TO ASSERT THE DOCTRINE OF FORUM NON CONVENIENS OR TO OBJECT TO VENUE TO THE EXTENT ANY PROCEEDING IS BROUGHT IN ACCORDANCE WITH THIS SECTION 9.

10. **TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW, AGENT AND EACH GRANTOR HEREBY WAIVE THEIR RESPECTIVE RIGHTS TO A JURY TRIAL OF ANY CLAIM OR CAUSE OF ACTION BASED UPON OR ARISING OUT OF THIS AGREEMENT OR ANY OF THE TRANSACTIONS CONTEMPLATED HEREIN, INCLUDING CONTRACT CLAIMS, TORT CLAIMS, BREACH OF DUTY CLAIMS, AND ALL OTHER COMMON LAW OR STATUTORY CLAIMS. AGENT AND EACH GRANTOR REPRESENT THAT EACH HAS REVIEWED THIS WAIVER AND EACH KNOWINGLY AND VOLUNTARILY WAIVES ITS JURY TRIAL RIGHTS FOLLOWING CONSULTATION WITH LEGAL COUNSEL. IN THE EVENT OF LITIGATION, A COPY OF THIS TRADEMARK SECURITY AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT.**

[signature page follows]

TRADEMARK
REEL: 004654 FRAME: 0066

IN WITNESS WHEREOF, the parties hereto have caused this Trademark Security Agreement to be executed and delivered as of the day and year first above written.

GRANTORS:

KELLWOOD COMPANY, a Delaware corporation

By: _____
Name: Adrian Kowalewski
Title: Treasurer

PHAT FASHIONS LLC, a New York limited liability company

By: _____
Name: Adrian Kowalewski
Title: Treasurer

AMERICAN RECREATION PRODUCTS, INC., a Delaware corporation

By: _____
Name: Adrian Kowalewski
Title: Treasurer

ROYAL ROBBINS, INC., a California corporation

By: _____
Name: Adrian Kowalewski
Title: Treasurer

SIERRA DESIGNS ACQUISITION CORPORATION, a Delaware corporation

By: _____
Name: Adrian Kowalewski
Title: Treasurer

AGENT:

SUN KELLWOOD FINANCE, LLC

By:_____
Name: Maxwell Curtis Lentz
Title: Vice President

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

Trademarks

Trademark	Owner	Federal Registration Number	Registration Date
4 ON THE FLOOR	American Recreation Products, Inc.	3,515,286	10/14/2008
A ACADEMY BROADWAY (and Design)	American Recreation Products, Inc.	1,768,454	5/4/1993
ACADEMY BROADWAY	American Recreation Products, Inc.	1,778,706	6/29/1993
ARP SAFETY PRODUCTS	American Recreation Products, Inc.	1,882,992	3/7/1995
BLACK SHEEP	American Recreation Products, Inc.	785,434	2/23/1965
BLACK SHEEP	American Recreation Products, Inc.	1,302,411	10/30/1984
BLACK SHEEP (and Design)	American Recreation Products, Inc.	1,661,770	10/22/1991
[Black Sheep Design]	American Recreation Products, Inc.	783,045	1/12/1965
COMFORTEC	American Recreation Products, Inc.	3,614,735	5/5/2009
DRYTHERM	American Recreation Products, Inc.	1,941,343	12/12/1995
EVEREST ELITE	American Recreation Products, Inc.	1,289,067	8/7/1984
FREEPORT	American Recreation Products, Inc.	2,082,116	7/22/1997
HILLARY	American Recreation Products, Inc.	1,900,641	6/20/1995
INSTA-BED	American Recreation Products, Inc.	3,259,010	73/2007
INSUL-THERM	American Recreation Products, Inc.	[s/n 85/241,347]	[filed 2/14/2011]

Trademark	Owner	Federal Registration Number	Registration Date
ISIS	American Recreation Products, Inc.	3,692,629	10/6/2009
ISIS	American Recreation Products, Inc.	3,850,428	9/21/2010
ISIS (and Design)	American Recreation Products, Inc.	3,075,774	4/4/2006
JUBILEE	American Recreation Products, Inc.	3,945,746	4/12/2011
KELTY	American Recreation Products, Inc.	1,059,258	2/15/1977
KELTY	American Recreation Products, Inc.	1,063,542	4/12/1977
KELTY	American Recreation Products, Inc.	1,294,302	9/11/1984
KELTY	American Recreation Products, Inc.	3,894,030	12/21/2010
KELTY	American Recreation Products, Inc.	3,904,440	1/11/2011
KELTY	American Recreation Products, Inc.	4,034,313	10/4/2011
KELTY (and Design)	American Recreation Products, Inc.	3,886,466	12/7/2010
KELTY (and Design)	American Recreation Products, Inc.	3,886,467	12/7/2010
KELTY (and Design)	American Recreation Products, Inc.	3,886,468	12/7/2010
KELTY (and Design)	American Recreation Products, Inc.	3,995,061	7/12/2011
KELTY (and Design)	American Recreation Products, Inc.	4,022,650	9/6/2011
KELTY K.I.D.S.	American Recreation Products, Inc.	2,045,780	3/18/1997
KELTY KIDS (and Design)	American Recreation Products, Inc.	3,890,335	12/14/2010

Trademark	Owner	Federal Registration Number	Registration Date
MIJO	American Recreation Products, Inc.	3,945,763	4/12/2011
MINISTRY	American Recreation Products, Inc.	3,945,744	4/12/2011
MOUNTAIN TRAILS	American Recreation Products, Inc.	1,612,072	9/4/1990
MOUNTAIN TRAILS	American Recreation Products, Inc.	3,957,647	5/10/2011
NASSAU	American Recreation Products, Inc.	2,082,115	7l22/1997
NO FLY ZONE	American Recreation Products, Inc.	3,444,912	6/10/2008
OMEGA II	American Recreation Products, Inc.	[s/n 85/241,374]	[filed 2/14/2011]
PENTADOME	American Recreation Products, Inc.	3,002,197	9/27/2005
READYREST	American Recreation Products, Inc.	3,211,341	2/20/2007
RIDGEWAY	American Recreation Products, Inc.	1,612,077	9/4/1990
RIDGEWAY	American Recreation Products, Inc.	1,613,893	9/18/1990
RIDGEWAY	American Recreation Products, Inc.	1,621,279	11/6/1990
RIDGEWAY BY KELLY	American Recreation Products, Inc.	1,990,915	8/6/1996
ROKK	American Recreation Products, Inc.	2,350,410	5/16/2000
ROKK	American Recreation Products, Inc.	4,022,710	9/6/2011
ROKK	American Recreation Products, Inc.	4,022,709	9/6/2011
SLUMBERJACK	American Recreation Products, Inc.	1,291,069	8/21/1984

Trademark	Owner	Federal Registration Number	Registration Date
SLUMBERJACK	American Recreation Products, Inc.	1,898,130	6/6/1995
SLUMBERJACK	American Recreation Products, Inc.	[s/n 85/241,670]	[filed 2/14/2011]
SLUMBERLOFT	American Recreation Products, Inc.	4,026,079	9/13/2011
SLUMBERWICK	American Recreation Products, Inc.	4,026,073	9/13/2011
SMARTSHADE	American Recreation Products, Inc.	3,611,201	4/28/2009
SOLARON	American Recreation Products, Inc.	2,936,581	3/29/2005
SPORT SHOT	American Recreation Products, Inc.	3,758,644	3/9/2010
STOW-N-GO	American Recreation Products, Inc.	3,886,406	12/7/2010
STOW-N-GO	American Recreation Products, Inc.	3,994,932	7/12/2011
SUN STOPPER	American Recreation Products, Inc.	1,559,870	10/10/1989
[Swirl Start Design]	American Recreation Products, Inc.	3,527,386	1/8/2002
TAIL R MADE	American Recreation Products, Inc.	3,099,461	5/30/2006
THE CAMPING COMPANY	American Recreation Products, Inc.	1,581,569	2/6/1990
TRAVAFIL	American Recreation Products, Inc.	1,963,244	3/19/1996
TRAVASAK	American Recreation Products, Inc.	1,373,848	12/3/1985
TRAVASAK SLEEP SYSTEM (and Design)	American Recreation Products, Inc.	1,627,202	12/11/1990
U (and Design)	American Recreation Products, Inc.	3,837,464	8/24/2010

Trademark	Owner	Federal Registration Number	Registration Date
U (and Design)	American Recreation Products, Inc.	3,837,450	8/24/2010
U (and Design)	American Recreation Products, Inc.	3,837,452	8/24/2010
U (and Design)	American Recreation Products, Inc.	3,837,497	8/24/2010
ULTIMATE DIRECTION	American Recreation Products, Inc.	3,837,442	8/24/2010
ULTIMATE DIRECTION	American Recreation Products, Inc.	3,837,440	8/24/2010
ULTIMATE DIRECTION	American Recreation Products, Inc.	3,859,595	10/12/2010
ULTIMATE DIRECTION (and Design)	American Recreation Products, Inc.	1,559,824	10/10/1989
UV ARMOR	American Recreation Products, Inc.	2,446,740	4/24/2001
WEATHER ARMOR	American Recreation Products, Inc.	[s/n 85/414,101]	[filed 9/2/2011]
WE FIT WHO YOU ARE	American Recreation Products, Inc.	3,852,303	9/28/2010
WENZEL	American Recreation Products, Inc.	1,010,087	5/6/1975
WENZEL	American Recreation Products, Inc.	1,935,918	11/14/1995
BILLY GOAT	Royal Robbins, Inc.	1,931,700	10/31/1995
BLUEWATER SHORT	Royal Robbins, Inc.	2,145,573	3/24/1998
GO EVERYWHERE	Royal Robbins, Inc.	2,350,360	5/16/2000
ROYAL ROBBINS	Royal Robbins, Inc.	2,428,613	2/13/2001
[Strider Design]	Royal Robbins, Inc.	1,303,905	11/6/1984
[Walking Man Design]	Royal Robbins, Inc.	3,314,387	10/16/2007
60/40 PARKA	Sierra Designs Acquisition Corporation	1,034,882	3/2/1976
CCT	Sierra Designs Acquisition Corporation	[s/n 85/413,896]	[filed 9/2/2011]

Trademark	Owner	Federal Registration Number	Registration Date
CORE COMFORT TECHNOLOGY	Sierra Designs Acquisition Corporation	[s/n 85/365,866]	[filed 7/7/2011]
SIERRA DESIGNS	Sierra Designs Acquisition Corporation	1,086,407	2/28/1978
SINCE 1986 THE ORIGINAL 60/40 PARKA SIERRA DESIGNS (and Design)	Sierra Designs Acquisition Corporation	1,083,585	1/24/1978
A+ (Stylized)	Kellwood Company	3,274,220	8/7/2007
A+DAM	Kellwood Company	3,117,128	7/18/2006
A+EVE	Kellwood Company	3,080,813	4/11/2006
ADAM (Stylized)	Kellwood Company	3,974,085	6/7/2011
ADAM (Stylized)	Kellwood Company	3,977,235	6/14/2011
ADAM (Stylized)	Kellwood Company	3,974,103	6/7/2011
ADAM (Stylized)	Kellwood Company	3,974,104	6/7/2011
ADAM ADAM LIPPES	Kellwood Company	3,894,166	12/21/2010
ADAM ADAM LIPPES (Stylized)	Kellwood Company	3,990,923	7/5/2011
BELIZA PETITES	Kellwood Company	3,013,979	11/8/2005
BELIZA WOMAN	Kellwood Company	2,916,374	1/4/2005
BICE	Kellwood Company	1,807,628	11/30/1993
BLK DNM	Kellwood Company	[s/n 85/376,441]	[filed 7/20/2011]
BLK DNM (Stylized)	Kellwood Company	[s/n 85/298,020]	[filed 4/18/2011]
BLOCK ISLAND (and Design)	Kellwood Company	1,457,502	9/15/1987
BRIGGS NEW YORK	Kellwood Company	2,315,201	2/8/2000
CABANA BY HOLLYWOULD	Kellwood Company	[s/n 78/801,438]	[filed 1/27/2006]
CHIME	Kellwood Company	3,702,523	10/27/2009
CITY BLUES	Kellwood Company	1,124,533	8/28/1979
CITYWEAR	Kellwood Company	1,871,395	1/3/1995
COMPONENTS	Kellwood Company	1,674,295	2/4/1992
COMPONIX	Kellwood Company	4,016,078	8/23/2011
CRICKET LANE	Kellwood Company	1,441,281	6/2/1987
CROWNTUFT	Kellwood Company	1,839,480	6/14/1994
DAVID DART.	Kellwood Company	1,433,987	3/24/1987
DAVID DART COLLECTIONS	Kellwood Company	1,991,895	8/6/1996
DAVID DART SPORT	Kellwood Company	1,991,896	8/6/1996
DEMOCRACY	Kellwood Company	[s/n 77/808,873]	[filed 8/20/2009]
DEMOCRACY DECLARATION OF JEAN DEPENDENCE	Kellwood Company	3,946,062	4/12/2011
DEMOCRACY THE FREEDOM JEANERATION	Kellwood Company	3,946,063	4/12/2011

Trademark	Owner	Federal Registration Number	Registration Date
EASE SPORT	Kellwood Company	1,675,206	2/11/1992
EASE SPORT	Kellwood Company	1,696,978	6/23/1992
EC4U	Kellwood Company	1,812,228	12/21/1993
ENCHANTE SPORT	Kellwood Company	1,676,871	2/25/1992
FITS YOU. FITS YOUR LIFESTYLE.	Kellwood Company	3,788,790	5/11/2010
FLATTER FIT	Kellwood Company	1,679,478	3/17/1992
FLATTER STRETCH	Kellwood Company	1,758,446	3/16/1993
FRANCISCA	Kellwood Company	1,499,692	8/9/1988
FRITZI CALIFORNIA (and Design)	Kellwood Company	1,775,315	6/8/1993
HERBCRAFT (Stylized)	Kellwood Company	1,646,911	6/4/1991
HOLLYWOULD	Kellwood Company	2,502,297	10/30/2001
HOLLYWOULD (Stylized)	Kellwood Company	3,078,229	4/11/2006
INDEX	Kellwood Company	3,108,223	6/20/2006
IT'S HARD TO LOOK SEXY WHEN YOUR FEET HURT	Kellwood Company	3,274,268	8/7/2007
IVY WEAR	Kellwood Company	1,775,319	6/8/1993
JAX	Kellwood Company	1,813,819	12/28/1993
JOLT	Kellwood Company	3,229,037	4/17/2007
K (and Design)	Kellwood Company	3,363,664	1/1/2008
K KORET (and Design)	Kellwood Company	3,321,642	10/23/2007
K KORET (and Design)	Kellwood Company	3,332,623	11/6/2007
KORAPEL	Kellwood Company	1,968,641	4/16/1996
KORATRON	Kellwood Company	3,271,307	7/31/2007
K WEAR BY KORET	Kellwood Company	2,366,995	7/11/2000
KORET	Kellwood Company	2,570,640	5/21/2002
KORET (Stylized)	Kellwood Company	1,127,554	12/11/1979
KORET CITY BLUES	Kellwood Company	1,079,447	12/13/1977
[Koret Pants Trade Design]	Kellwood Company	1,956,615	2/13/1996
KORET SOLOS	Kellwood Company	2,825,465	2/8/2005
KORET SPORT	Kellwood Company	3,357,043	12/18/2007
KORETCOMPANY.COM	Kellwood Company	3,705,898	11/3/2009
KURT THOMAS	Kellwood Company	3,995,293	7/12/2011
MAGIC PANT	Kellwood Company	3,793,434	5/25/2010
MELROSE	Kellwood Company	1,626,053	12/4/1990
MY MICHELLE	Kellwood Company	[85/294,452]	[filed 4/13/2011]
MY MICHELLE (Stylized)	Kellwood Company	1,442,190	6/9/1987
NAPA VALLEY	Kellwood Company	1,769,366	5/4/I993
NAPA VALLEY BLUES	Kellwood Company	3,173,885	11/21/2006
PANTOLOGY	Kellwood Company	2,853,619	6/15/2004

Trademark	Owner	Federal Registration Number	Registration Date
PINK POODLE (and Design)	Kellwood Company	3,005,746	10/11/2005
REBECCA TAYLOR	Kellwood Company	2,759,230	9/2/2003
REBECCA TAYLOR	Kellwood Company	2,601,789	7/30/2002
REBECCA TAYLOR	Kellwood Company	2,847,668	6/1/2004
REBECCA TAYLOR	Kellwood Company	2,132,863	1/27/1998
REBECCA TAYLOR	Kellwood Company	2,646,292	11/5/2002
REBECCA TAYLOR	Kellwood Company	2,919,208	1/18/2005
REBECCA TAYLOR	Kellwood Company	85/419,074	9/9/2011
REBECCA TAYLOR (and 2 Cats & Crown Design)	Kellwood Company	2,596,950	7/23/2002
REWIND	Kellwood Company	3,078,041	4/11/2006
REWIND	Kellwood Company	3,694,153	10/6/2009
ROBERT SCOTT LTD.	Kellwood Company	1,260,999	12/13/1983
SAG HARBOR	Kellwood Company	1,224,369	1/18/1983
SAG HARBOR	Kellwood Company	3,974,464	6/7/2011
SAG HARBOR	Kellwood Company	3,974,467	6/7/2011
SAG HARBOR	Kellwood Company	3,974,502	6/7/2011
SAG HARBOR (and Design)	Kellwood Company	1,943,661	12/26/1995
SAILMATES (and Design)	Kellwood Company	1,684,501	4/281992
SANGRIA	Kellwood Company	3,813,125	7/6/2010
SEPARATE IMPRESSIONS	Kellwood Company	1,149,006	3/24/1981
SEPARATE IMPRESSIONS BY KORET	Kellwood Company	2,134,688	2/3/1998
SEQUIN HEARTS	Kellwood Company	3,635,709	6/9/2009
SHOPKORET.COM	Kellwood Company	3,705,897	11/3/2009
SOLOS KORET	Kellwood Company	2,042,095	3/4/1997
STRUCK BY STYLE	Kellwood Company	3,914,439	2/1/2011
STUDIO EASE	Kellwood Company	1,755,484	3/2/1993
SUTTER PLACE	Kellwood Company	1,706,880	8/11/1992
SUTTER PLACE and Design)	Kellwood Company	1,694,517	6/16/1992
TAKARA	Kellwood Company	3,765,444	3/23/2010
THE CLOTHES I WEAR	Kellwood Company	3,974,503	6/7/2011
THE FITTING GUARANTEE	Kellwood Company	3,795,016	5/25/2010
THE FLEXI-FIT WAISTBAND	Kellwood Company	3,860,681	10/12/2010
THE KORET PERFECT FIT	Kellwood Company	2,176,499	7/28/1998
THE SLIMMING SOLUTION	Kellwood Company	3,613,889	4/28/2009
THIN ICE	Kellwood Company	1,804,570	11/16/1993

Trademark	Owner	Federal Registration Number	Registration Date
VINCE	Kellwood Company	2,929,250	3/1/2005
VINCE	Kellwood Company	3,680,680	9/8/2009
VINCE	Kellwood Company	3,861,098	10/12/2010
VINCE. (Stylized)	Kellwood Company	3,954,984	5/3/2011
VINCE. (Stylized)	Kellwood Company	3,954,985	5/3/2011
VIOLETS & ROSES	Kellwood Company	1,849,398	8/9/1994
WAIST SOLUTION	Kellwood Company	3,999,806	7/19/2011
WINGATE (Stylized)	Kellwood Company	1,245,406	7/12/1983
YOU BABES (and Design)	Kellwood Company	1,790,493	8/31/1993
[Bull Design]	Phat Fashions LLC	2,272,180	8/24/1999
[Cat Design]	Phat Fashions LLC	3,735,330	1/5/2010
[Cat Design]	Phat Fashions LLC	3,759,361	3/9/2010
[Cat Design]	Phat Fashions LLC	3,624,700	5/19/2009
[Cat Design]	Phat Fashions LLC	3,233,844	4/24/2007
[Cat Design]	Phat Fashions LLC	3,240,184	5/8/2007
[Cat Design]	Phat Fashions LLC	3,087,925	5/2/2006
[Cat Design]	Phat Fashions LLC	2,440,358	4/3/2001
[Cat Design]	Phat Fashions LLC	2,538,563	2/12/2002
[Cat Design]	Phat Fashions LLC	3,037,296	1/3/2006
BABY PHAT	Phat Fashions LLC	2649	10/28/2002
BABY PHAT	Phat Fashions LLC	3,613,885	4/28/2009
BABY PHAT	Phat Fashions LLC	3,701,862	10/27/2009
BABY PHAT	Phat Fashions LLC	3,591,599	3/17/2009
BABY PHAT	Phat Fashions LLC	3,181,285	2/21/2006
BABY PHAT	Phat Fashions LLC	3,220,372	3/20/2007
BABY PHAT	Phat Fashions LLC	3,386,191	1/24/2006
BABY PHAT	Phat Fashions LLC	2,240,881	4/20/1999
BABY PHAT	Phat Fashions LLC	2,538,494	2/12/2002
BABY PHAT	Phat Fashions LLC	2,736,998	7/15/2003
BABY PHAT	Phat Fashions LLC	2,811,059	2/3/2004
BABY PHAT	Phat Fashions LLC	3,004,138	10/4/2005
BABY PHAT	Phat Fashions LLC	3,051,588	1/24/2006
BABY PHAT	Phat Fashions LLC	3,060,441	2/21/2006
BABY PHAT (Stylized)	Phat Fashions LLC	3,000,181	9/27/2005
BABY PHAT (Stylized)	Phat Fashions LLC	3,743,384	10/26/2009
BABY PHAT (Stylized)	Phat Fashions LLC	3,723,824	12/8/2009
BABY PHAT (Stylized)	Phat Fashions LLC	3,600,115	3/31/2009
BABY PHAT (Stylized)	Phat Fashions LLC	2,303,780	12/28/1999
BABY PHAT (Stylized)	Phat Fashions LLC	3,004,685	10/4/2005
BABY PHAT (and Cat Design)	Phat Fashions LLC	SCO12501	6/28/2001

Trademark	Owner	Federal Registration Number	Registration Date
BABY PHAT (and Cat Design)	Phat Fashions LLC	2650	l0/2812002
BABY PHAT (and Cat Design)	Phat Fashions LLC	3,759,401	3/9/2010
BABY PHAT (and Cat Design)	Phat Fashions LLC	3,735,329	1/5/2010
BABY PHAT (and Cat Design)	Phat Fashions LLC	3,723,825	12/8/2009
BABY PHAT (and Cat Design)	Phat Fashions LLC	3,551,930	12/23/2008
BABY PHAT (and Design)	Phat Fashions LLC	3,109,678	6/27/2006
BABY PHAT (and Design)	Phat Fashions LLC	2,429,559	2/20/2001
BABY PHAT (and Design)	Phat Fashions LLC	2,541,251	2/19/2002
BABY PHAT (and Design)	Phat Fashions LLC	2,881,224	917/2004
BABY PHAT (and Design)	Phat Fashions LLC	3,000,182	9/27/2005
BABY PHAT (and Design)	Phat Fashions LLC	3,006,170	10/11/2005
BABY PHAT GIRLZ	Phat Fashions LLC	3,149,054	9/26/2006
BABY PHAT GIRLZ	Phat Fashions LLC	2,557,269	4/2/2002
BABY PHAT GIRLZ	Phat Fashions LLC	2,867,090	7/27/2004
BABY PHAT GODDESS	Phat Fashions LLC	3,512,917	10/7/2008
BABY PHAT GODDESS (and Design)	Phat Fashions LLC	3,512,918	10/7/2008
BABY PHAT GOLDEN GODDESS	Phat Fashions LLC	3,366,942	1/8/2008
BABY PHAT GOLDEN GODDESS (and Design)	Phat Fashions LLC	3,374,112	1/22/2008
BABY PHAT SEDUCTIVE GODDESS	Phat Fashions LLC	3860529	10/12/2010
P (and Flag Design)	Phat Fashions LLC	2658	11/6/2002
P (and Flag Design)	Phat Fashions LLC	3,759,363	3/9/2010
P (and Flag Design)	Phat Fashions LLC	2,487,976	9/11/2001
P (and Laurel Leaf Shield Design)	Phat Fashions LLC	3,690,698	9/29/2009
P (and Laurel Leaf Shield Design)	Phat Fashions LLC	3,438,436	5/27/2008
P (and Laurel Leaf Shield Design)	Phat Fashions LLC	3,451,492	6/17/2008
P (and Leaf Design)	Phat Fashions LLC	2,528,508	1/8/2002
P (and Leaf Design)	Phat Fashions LLC	2,610,656	8/20/2002
P (and Leaf Design)	Phat Fashions LLC	2,802,598	1/6/2004

Trademark	Owner	Federal Registration Number	Registration Date
P (and Leaf Design)	Phat Fashions LLC	3,018,211	11/22/2005
P (and Leaf Design - Outline)	Phat Fashions LLC	2656	10/28/2002
P (and Leaf Design - Outline)	Phat Fashions LLC	3,823,257	7/20/2010
P (and Leaf Design - Outline)	Phat Fashions LLC	3,759,362	3/9/2010
P (Leaf and Shield Design)	Phat Fashions LLC	3,812,223	6/29/2010
P (Leaf and Shield Design - Black)	Phat Fashions LLC	3,085,753	4/25/2006
P (Leaf and Shield Design – Black)	Phat Fashions LLC	3,018,212	11/22/2005
P (Leaf and Shield Design – Black)	Phat Fashions LLC	3,021,315	11/29/2005
P (Leaf and Shield Design – Black)	Phat Fashions LLC	2,600,979	7/30/2002
PHAT	Phat Fashions LLC	3,117,467	7/18/2006
PHAT	Phat Fashions LLC	2,372,748	8/I/2000
PHAT CLASSIC	Phat Fashions LLC	3,640,322	6/15/2009
PHAT FARM	Phat Fashions LLC	2651	10/28/2002
PHAT FARM	Phat Fashions LLC	3,730,098	12/22/2009
PHAT FARM	Phat Fashions LLC	3,861,131	10/12/2010
PHAT FARM	Phat Fashions LLC	3,256,767	6/26/2007
PHAT FARM	Phat Fashions LLC	3,181,284	12/5/2006
PHAT FARM	Phat Fashions LLC	3,220,371	3/20/2007
PHAT FARM	Phat Fashions LLC	1,809,325	12/7/1993
PHAT FARM	Phat Fashions LLC	2,415,455	12/26/2000
PHAT FARM	Phat Fashions LLC	2,847,288	6/1/2004
PHAT FARM	Phat Fashions LLC	2,867,117	7/27/2004
PHAT FARM	Phat Fashions LLC	3,013,536	11/8/2005
PHAT FARM (Stylized)	Phat Fashions LLC	2,492,511	9/25/2001
PHAT FARM (Stylized)	Phat Fashions LLC	2,552,152	3/26/2002
PHAT FARM (and Crest Design)	Phat Fashions LLC	2,487,474	9/11/2001
PHAT FARM (and Crest Design)	Phat Fashions LLC	2,551,715	3/26/2002
PHAT P FARM (and P Leaf Design)	Phat Fashions LLC	2652	10/28/2002
PHAT FARM (and Design)	Phat Fashions LLC	2,485,552	9/4/2001
PHAT FARM (and P Leaf Design)	Phat Fashions LLC	3,116,645	7/18/2006
PHAT FARM (and P Leaf Design)	Phat Fashions LLC	3,184,177	12/12/2006
PHAT PREMIUM (and Design)	Phat Fashions LLC	4,006,503	8/2/2011
[Phat Premium Design]	Phat Fashions LLC	3,716,230	11/24/2009

Trademark	Owner	Federal Registration Number	Registration Date
[Phat Premium Design]	Phat Fashions LLC	3,693,597	10/6/2009
PHAT THREADS	Phat Fashions LLC	1,819,997	2/8/1994