

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
	G-III Leather Fashions, Inc.		08/06/2012	CORPORATION: NEW YORK
	AM Retail Group, Inc.		08/06/2012	CORPORATION: DELAWARE
RECEIVING PARTY DATA				
Name:	JPMorgan Chase Bank, N.A., as Administrative Agent			
Street Address:	270 Park Ave, 44th Floor			
Internal Address:	Mail Code NY1-K855			
City:	New York			
State/Country:	NEW YORK			
Postal Code:	10017			
Entity Type:	National Banking Association: UNITED STATES			
PROPERTY NUMBERS Total: 129				
	Property Type	Number	Word Mark	
	Registration Number:	3894681	3 FOUR	
	Registration Number:	3894683	3 FOUR	
	Registration Number:	3897783	3 FOUR BY G-III SPORTS	
	Registration Number:	3908695	3 FOUR BY G-III SPORTS	
	Serial Number:	85160824	AMANDA RYAN	
	Registration Number:	4126662	AMRAM	
	Registration Number:	4126663	AMRAM 5 1	
	Serial Number:	77924985	ANDREW & SUZANNE	
	Registration Number:	3994781	ANDREW & SUZANNE	
	Serial Number:	77394878	ANDREW MARC	
	Registration Number:	1221846	ANDREW MARC	
	Serial Number:	77627407	ANDREW MARC	
	Serial Number:	77778783	ANDREW MARC	

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Registration Number:	3729979	ANDREW MARC
Serial Number:	77958030	ANDREW MARC
Registration Number:	3971650	ANDREW MARC
Registration Number:	4032336	ANDREW MARC
Registration Number:	4126011	ANDREW MARC
Serial Number:	85590339	ANDREW MARC
Registration Number:	3720067	ANDREW MARC
Registration Number:	3464631	ANDREW MARC
Registration Number:	3614832	ANDREW MARC
Serial Number:	77925063	ARNOLD CONSTABLE
Serial Number:	85202351	BENOIT AIR
Serial Number:	77708765	BERMANS B
Serial Number:	77708825	BERMANS B
Registration Number:	3077938	BLACK RIVET
Registration Number:	3190337	BLACK RIVET
Registration Number:	3762420	BLACK RIVET
Registration Number:	3732991	BLACK RIVET
Registration Number:	3959065	BLACK RIVET
Serial Number:	85399944	BLACK RIVET
Serial Number:	85975824	BLACK RIVET
Serial Number:	85584117	BLACK RIVET
Serial Number:	85169632	BLACK RIVET
Serial Number:	85358737	BLACK RIVET
Registration Number:	2816963	BLACK RIVET
Registration Number:	2816964	BLACK RIVET
Registration Number:	3269277	BR
Serial Number:	85409851	BROOKLYN CORPS
Registration Number:	3197053	COLEB CO.
Registration Number:	2891789	COLEB CO.
Registration Number:	2560696	COLEBROOK & CO.
Serial Number:	85590426	COLEBROOK & CO.
Registration Number:	3424948	CRAFTED INDUSTRIAL COTTON
Registration Number:	3228434	DIAMONDFIT
Registration Number:	3112897	ELIZA J
Registration Number:	3719346	ELIZABETH HOWARD

	3197186	EXSTO
Registration Number:	3225223	EXSTO
Registration Number:	1620028	G-III
Registration Number:	3130438	G G-III SPORTS BY CARL BANKS
Registration Number:	3359690	G G-III SPORTS BY CARL BANKS
Serial Number:	77301629	G G-III SPORTS FOR HER
Serial Number:	77857398	G-III APPAREL GROUP GLOBAL IDENTITY
Serial Number:	85245312	GIII SPORTS BY CARL BANKS
Serial Number:	85202346	GLOBAL TOUR
Registration Number:	4144349	GLOBAL TOUR
Registration Number:	3393178	GOLD RIVET
Serial Number:	85409967	HUNTER TO FALCON
Registration Number:	3633396	INDUSTRIAL COTTON
Serial Number:	77503504	INDUSTRIAL COTTON GARAGE
Serial Number:	85003497	J HOWARD
Registration Number:	4010594	J HOWARD
Serial Number:	85455770	J.L. COLEBROOK
Registration Number:	1662115	J.L. COLEBROOK
Serial Number:	85003471	JESSICA H
Registration Number:	4017260	JESSICA H
Registration Number:	1525866	JESSICA HOWARD
Registration Number:	3642426	JESSICA HOWARD EVENINGS
Registration Number:	3381994	LA NOUVELLE RENAISSANCE
Serial Number:	77923088	LA NOUVELLE RENAISSANCE
Serial Number:	85556675	LAURA JEFFRIES
Registration Number:	2103610	LNR
Registration Number:	1621331	LNR
Serial Number:	77923084	LNR BY LA NOUVELLE RENAISSANCE
Serial Number:	85285562	LOVE, LILAH
Serial Number:	85285632	LOVE, LILAH
Registration Number:	3239100	M R APPAREL GROUP
Serial Number:	77928227	MARC MOTO A REBEL DIVISION OF ANDREW MARC
Registration Number:	4007083	MARC MOTO A REBEL DIVISION OF ANDREW MARC
Serial Number:	77394789	MARC NEW YORK
Registration Number:	3934706	MARC NEW YORK

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	2647906	MARC NEW YORK ANDREW MARC
Serial Number:	77627392	MARC NEW YORK ANDREW MARC
Serial Number:	77778791	MARC NEW YORK ANDREW MARC
Registration Number:	3797732	MARC NEW YORK ANDREW MARC
Serial Number:	77958181	MARC NEW YORK ANDREW MARC
Registration Number:	4016693	MARC NEW YORK ANDREW MARC
Registration Number:	4109424	MARC NEW YORK ANDREW MARC
Registration Number:	3243896	MARVIN RICHARDS
Registration Number:	3264387	MARVIN RICHARDS
Registration Number:	3264390	MARVIN RICHARDS
Serial Number:	77920824	MAXIMA
Registration Number:	3407604	NINE RIVETS
Registration Number:	1895616	NY 10018
Registration Number:	4051594	RED RIVET
Registration Number:	3134585	SIENA
Serial Number:	85047806	SIENA
Registration Number:	2813413	SIENA STUDIO
Serial Number:	77934783	SIENA STUDIO
Registration Number:	3923753	SPEED-SCAN
Registration Number:	3923755	SPEED-SCAN
Serial Number:	85036782	SPORTS 58
Registration Number:	2382504	SPORTS 58
Serial Number:	85556657	STADIUM CLUB BY CARL BANKS
Serial Number:	85556603	STADIUM CLUB BY CARL BANKS
Serial Number:	85556630	STADIUM CLUB COLLECTION BY CARL BANKS
Serial Number:	85556577	STADIUM CLUB COLLECTION BY CARL BANKS
Registration Number:	1509338	STREET LEGAL
Serial Number:	77924189	STREET LEGAL BY ANDREW MARC
Serial Number:	77924190	STREET LEGAL BY MARC NEW YORK
Registration Number:	3038130	STUDIO 512
Registration Number:	3490711	TOUCH BY ALYSSA MILANO
Serial Number:	77968942	WHITE RIVET
Registration Number:	3516358	WILLOW GLENN
Registration Number:	1990889	WINLIT
Registration Number:	1045993	WINLIT

	1571024	MAXIMA
Registration Number:	1584804	PELLE STUDIO
Registration Number:	1804490	T W TANNERY WEST
Registration Number:	1565929	TANNERY WEST
Registration Number:	3362379	M. JULIAN
Registration Number:	1345221	THE WALLET WORKS
Serial Number:	77663365	EL PORTAL
Serial Number:	77924192	EL PORTAL
Serial Number:	77953790	T W TANNERY WEST
Serial Number:	85476519	T W TANNERY WEST
Serial Number:	77707537	TANNERY WEST

CORRESPONDENCE DATA

Fax Number: 6172274420
Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.
Phone: 6172390746
Email: kouimet@edwardswildman.com
Correspondent Name: Kristine L. Ouimet
Address Line 1: 111 Huntington Avenue
Address Line 2: Edwards Wildman Palmer LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER:	224825.0063
NAME OF SUBMITTER:	Kristine L. Ouimet
Signature:	/Kristine L. Ouimet/
Date:	08/08/2012

Total Attachments: 13
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of August 6, 2012, between AM RETAIL GROUP, INC., a Delaware corporation, and G-III LEATHER FASHIONS, INC, a New York Corporation (each a "Grantor", and together, the "Grantors") and JPMORGAN CHASE BANK, N.A., acting in the capacity as Administrative Agent for the benefit of itself and the other lenders party to the Credit Agreement referred to below (in such capacity, the "Administrative Agent").

WITNESSETH:

WHEREAS pursuant to the terms of that certain Credit Agreement dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Grantors, the other borrowers from time to time party thereto (together with the Grantors, the "Borrowers"), the loan guarantors from time to time party thereto (the "Loan Guarantors"; and together with the Borrowers, the "Loan Parties"), the lenders from time to time party thereto (the "Lenders"), and the Administrative Agent, the Lenders have agreed to extend credit and make certain financial accommodations to the Loan Parties.

WHEREAS pursuant to the Pledge and Security Agreement, dated as of the date hereof (as it may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), among the Grantors, the other Loan Parties from time to time party thereto and the Administrative Agent, the Grantors have granted to the Administrative Agent a security interest and continuing lien on all of the Grantor's right, title and interest in, to and under all Collateral, including the Trademark Collateral (as defined below), and all Collateral in each case whether now owned or existing or hereafter acquired or arising to secure the prompt and complete payment and performance of all Secured Obligations (as defined in the Credit Agreement) including the Secured Obligations of the Grantors, as Borrowers, under the Credit Agreement;

WHEREAS the parties to the Credit Agreement contemplate and intend that the Administrative Agent shall have all rights of a secured party in and to the Trademark Collateral and any proceeds thereof, including, without limitation, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the right to exercise its remedies under the Credit Agreement and the Security Agreement in connection with all of each Grantor's right, title and interest in such Trademark Collateral; and

WHEREAS pursuant to the Credit Agreement and the Security Agreement, the Grantors are required to execute and deliver this Agreement.

NOW, THEREFORE, in consideration of the premises and the agreements, provisions and covenants herein contained, the Grantors agree as follows:

Section 1. Defined Terms

Unless otherwise defined herein, terms defined in the Security Agreement and used herein have the meaning given to them in the Security Agreement.

Section 2. Grant of Security Interest in Trademarks

Each Grantor hereby grants to the Administrative Agent a security interest in all of its right, title and interest in, to and under the Trademarks, including the Trademarks listed in Schedule A, in each case whether now owned or hereafter acquired (collectively, the "Trademark Collateral").

Section 3. Security for Obligations

This Agreement secures, and the Trademark Collateral is collateral security for, the prompt and complete payment or performance in full when due, whether at stated maturity, by required prepayment, declaration, acceleration, demand or otherwise of all Secured Obligations.

Section 4. Security Agreement

The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the Administrative Agent pursuant to the Security Agreement, and the Grantors hereby acknowledge and affirm that the rights and remedies of the Administrative 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. In the event of any irreconcilable conflict between the terms of this Agreement and the terms of the Security Agreement, the terms of the Security Agreement shall control.

Section 5. Recordation

Each Grantor hereby authorizes and requests that the Commissioner for Trademarks and any other applicable United States government officer record this Agreement.

Section 6. Miscellaneous

This Agreement shall be governed by, and construed in accordance with the laws of the State of New York.

This Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Agreement to be duly executed and delivered by its duly authorized officer as of the date first set forth above.

GRANTOR:

G-III LEATHER FASHIONS, INC.

By: 

Name: Michael C. Brady

Title: Corporate Controller

AM RETAIL GROUP, INC.

By: 

Name: Michael C. Brady

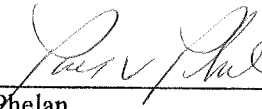
Title: Controller and Vice President

[Signature Page to US Trademark Security Agreement]

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ADMINISTRATIVE AGENT:

JPMORGAN CHASE BANK, N.A.

By: 
Name: Paul Phelan
Title: Authorized Officer

[Signature Page to US Trademark Security Agreement]

TRADEMARK
REEL: 004838 FRAME: 0471

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

UNITED STATES TRADEMARK APPLICATIONS AND REGISTRATIONS

I. GRANTOR: G-III LEATHER FASHIONS, INC.

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
3 FOUR	United States	77/733,018	05/08/2009	3,894,681	12/21/2010
3 FOUR & Design	United States	77/733,754	05/11/2009	3,894,683	12/21/2010
3 FOUR BY G-III SPORTS	United States	77/733,606	05/11/2009	3,897,783	12/28/2010
3 FOUR BY G-III SPORTS & Design	United States	77/733,783	05/11/2009	3,908,695	01/18/2011
AMANDA RYAN	United States	85/160,824	10/25/2010		
AMRAM	United States	85/238,428	02/09/2011	4,126,662	04/10/2012
AMRAM 5 1 & Design	United States	85/238,441	02/09/2011	4,126,663	04/10/2012
ANDREW & SUZANNE	United States	77/924,985	02/01/2010		
ANDREW & SUZANNE	United States	77/982,069	02/01/2010	3,994,781	07/12/2011
ANDREW MARC	United States	77/394,878	02/12/2008		
ANDREW MARC	United States	73/340,533	12/07/1981	1,221,846	12/28/1982
ANDREW MARC	United States	77/627,407	12/05/2008		
ANDREW MARC	United States	77/778,783	07/10/2009		

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ANDREW MARC	United States	77/978,195	02/12/2008	3,729,979	12/22/2009
ANDREW MARC	United States	77/958,030	03/12/2010		
ANDREW MARC	United States	77/981,776	02/12/2008	3,971,650	05/31/2011
ANDREW MARC	United States	77/982,274	07/10/2009	4,032,336	09/27/2011
ANDREW MARC	United States	77/982,876	12/05/2008	4,126,011	04/10/2012
ANDREW MARC	United States	85/590,339	04/05/2012		
ANDREW MARC	United States	78/624,418	05/06/2005	3,720,067	12/01/2009
ANDREW MARC	United States	78/980,110	05/06/2005	3,464,631	07/08/2008
ANDREW MARC	United States	77/434,004	03/28/2008	3,614,832	05/05/2009
ARNOLD CONSTABLE	United States	77/925,063	02/01/2010		
BENOIT AIR	United States	85/202,351	12/20/2010		
BERMANS B	United States	77/708,765	04/07/2009		
BERMANS B & Design	United States	77/708,825	04/07/2009		
BLACK RIVET	United States	78/510,016	11/02/2004	3,077,938	04/04/2006
BLACK RIVET	United States	78/785,008	01/04/2006	3,190,337	12/26/2006
BLACK RIVET	United States	77/694,790	03/19/2009	3,762,420	03/23/2010
BLACK RIVET	United States	77/708,693	04/07/2009	3,732,991	12/29/2009
BLACK RIVET	United States	77/927,402	02/03/2010	3,959,065	05/10/2011

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
BLACK RIVET	United States	85/399,944	08/17/2011		
BLACK RIVET	United States	85/975,824	11/04/2010		
BLACK RIVET	United States	85/584,117	03/29/2012		
BLACK RIVET	United States	85/169,632	11/04/2010		
BLACK RIVET	United States	85/358,737	06/28/2011		
BLACK RIVET & Design (Circles and Diamond)	United States	76/975,493	11/25/2002	2,816,963	02/24/2004
BLACK RIVET & Design (Upper Diamond)	United States	76/975,711	11/25/2002	2,816,964	02/24/2004
BR & Design	United States	78/537,226	12/22/2004	3,269,277	07/24/2007
BROOKLYN CORPS	United States	85/409,851	08/29/2011		
COLEB CO. & Design	United States	76/221,635	03/07/2001	3,197,053	01/09/2007
COLEB CO. & Design	United States	76/976,881	03/07/2001	2,891,789	10/05/2004
COLEBROOK & CO.	United States	76/221,668	03/08/2001	2,560,696	04/09/2002
COLEBROOK & CO.	United States	85/590,426	04/05/2012		
CRAFTED INDUSTRIAL COTTON	United States	78/752,164	11/11/2005	3,424,948	05/06/2008
DIAMONDFIT	United States	78/375,265	02/27/2004	3,228,434	04/10/2007

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
ELIZA J	United States	78/470,406	08/19/2004	3,112,897	07/04/2006
ELIZABETH HOWARD	United States	77/426,206	03/19/2008	3,719,346	12/01/2009
EXSTO	United States	76978401	11/7/2003	3,197,186	1/9/2007
EXSTO	United States	78977796	10/31/2005	3,225,223	4/3/2007
G-III	United States	73/835,260	10/31/1989	1,620,028	10/30/1990
G G-III SPORTS BY CARL BANKS & Design	United States	76/978,155	08/25/2003	3,130,438	08/15/2006
G G-III SPORTS BY CARL BANKS & Design	United States	78/905,057	06/09/2006	3,359,690	12/25/2007
G G-III SPORTS FOR HER & Design	United States	77/301,629	10/11/2007		
G-III APPAREL GROUP GLOBAL IDENTITY & Design	United States	77/857,398	10/26/2009		
GIII SPORTS BY CARL BANKS	United States	85/245,312	02/17/2011		
GLOBAL TOUR	United States	85/202,346	12/20/2010		
GLOBAL TOUR	United States	85/976,550	12/20/2010	4,144,349	05/15/2012
GOLD RIVET	United States	78/808,376	02/06/2006	3,393,178	03/04/2008
HUNTER TO FALCON	United States	85/409,967	08/29/2011		

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
INDUSTRIAL COTTON (Stylized)	United States	77/500,118	06/16/2008	3,633,396	06/02/2009
INDUSTRIAL COTTON GARAGE	United States	77/503,504	06/19/2008		
J HOWARD	United States	85/003,497	03/31/2010		
J HOWARD	United States	85/975,330	03/31/2010	4,010,594	08/09/2011
J.L. COLEBROOK	United States	85/455,770	10/25/2011		
J.L. COLEBROOK	United States	74/097,586	09/17/1990	1,662,115	10/22/1991
JESSICA H	United States	85/003,471	03/31/2010		
JESSICA H	United States	85/975,420	03/31/2010	4,017,260	08/23/2011
JESSICA HOWARD	United States	73/740,214	07/15/1988	1,525,866	02/21/1989
JESSICA HOWARD EVENINGS	United States	77/543,606	08/11/2008	3,642,426	06/23/2009
LA NOUVELLE RENAISSANCE	United States	78/964,145	08/30/2006	3,381,994	02/12/2008
LA NOUVELLE RENAISSANCE	United States	77/923,088	01/29/2010		
LAURA JEFFRIES	United States	85/556,675	02/29/2012		
LNR	United States	75/223,210	01/09/1997	2,103,610	10/07/1997
LNR (Stylized)	United States	73/831,738	10/16/1989	1,621,331	11/06/1990
LNR BY LA NOUVELLE	United States	77/923,084	01/29/2010		

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
RENAISSANCE					
LOVE, LILAH & Design (color)	United States	85/285,562	04/05/2011		
LOVE, LILAH & Design (no color)	United States	85/285,632	04/04/2011		
M R APPAREL GROUP	United States	78/758,998	11/22/2005	3,239,100	05/08/2007
MARC MOTO A REBEL DIVISION OF ANDREW MARC	United States	77/928,227	02/04/2010		
MARC MOTO A REBEL DIVISION OF ANDREW MARC	United States	77/982,186	02/04/2010	4,007,083	08/02/2011
MARC NEW YORK	United States	77/394,789	02/12/2008		
MARC NEW YORK	United States	77/186,429	05/21/2007	3,934,706	03/22/2011
MARC NEW YORK ANDREW MARC	United States	75/982,243	12/12/2000	2,647,906	11/12/2002
MARC NEW YORK ANDREW MARC	United States	77/627,392	12/05/2008		
MARC NEW YORK ANDREW MARC	United States	77/778,791	07/10/2009		
MARC NEW YORK ANDREW MARC	United States	78/981,308	05/06/2005	3,797,732	06/01/2010

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
MARC NEW YORK ANDREW MARC	United States	77/958,181	03/12/2010		
MARC NEW YORK ANDREW MARC	United States	77/982,169	07/10/2009	4,016,693	08/23/2011
MARC NEW YORK ANDREW MARC	United States	77/982,833	12/05/2008	4,109,424	03/06/2012
MARVIN RICHARDS	United States	78/758,976	11/22/2005	3,243,896	05/22/2007
MARVIN RICHARDS & Design	United States	78/759,425	11/22/2005	3,264,387	07/17/2007
MARVIN RICHARDS & Design (Triangle)	United States	78/761,768	11/28/2005	3,264,390	07/17/2007
MAXIMA	United States	77/920,824	01/26/2010		
NINE RIVETS	United States	78/752,166	11/11/2005	3,407,604	04/01/2008
NY 10018	United States	74/341,427	12/21/1992	1,895,616	05/23/1995
RED RIVET	United States	85/047,425	05/25/2010	4,051,594	11/08/2011
SIENA	United States	76/169,598	11/21/2000	3,134,585	08/29/2006
SIENA	United States	85/047,806	05/25/2010		
SIENA STUDIO	United States	76/169,599	11/21/2000	2,813,413	02/10/2004
SIENA STUDIO	United States	77/934,783	02/12/2010		
SPEED-SCAN	United States	77/742,832	05/22/2009	3,923,753	02/22/2011

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
SPEED-SCAN & Design	United States	77/742,997	05/22/2009	3,923,755	02/22/2011
SPORTS 58 & Design	United States	85/036,782	05/12/2010		
SPORTS 58 & Design (Diamond and Ribbon)	United States	75/639,116	02/09/1999	2,382,504	09/05/2000
STADIUM CLUB BY CARL BANKS	United States	85/556,657	02/29/2012		
STADIUM CLUB BY CARL BANKS & Design	United States	85/556,603	02/29/2012		
STADIUM CLUB COLLECTION BY CARL BANKS	United States	85/556,630	02/29/2012		
STADIUM CLUB COLLECTION BY CARL BANKS & Design	United States	85/556,577	02/29/2012		
STREET LEGAL & Design	United States	73/714,932	03/07/1988	1,509,338	10/18/1988
STREET LEGAL BY ANDREW MARC	United States	77/924,189	01/30/2010		
STREET LEGAL BY MARC NEW YORK	United States	77/924,190	01/30/2010		
STUDIO 512	United States	75/893,017	01/10/2000	3,038,130	01/03/2006
TOUCH BY ALYSSA MILANO	United States	78/980,406	06/21/2006	3,490,711	08/19/2008

Title	Country	Appl. No.	Appl. Date	Reg. No.	Reg. Date
WHITE RIVET (Stylized)	United States	77/968,942	03/25/2010		
WILLOW GLENN	United States	77/436,184	03/31/2008	3,516,358	10/14/2008
WINLIT	United States	74/638,353	02/27/1995	1,990,889	08/06/1996
WINLIT (Stylized)	United States	73/059,017	07/28/1975	1,045,993	08/10/1976

II. GRANTOR: AM RETAIL GROUP, INC.

UNITED STATES REGISTERED TRADEMARKS

Trademark	Registration Number	Registration Date
MAXIMA (Stylized)	1,571,024	12/12/1989
PELLE STUDIO & Design	1,584,804	02/27/1990
T W TANNERY WEST & Design	1,804,490	11/16/1993
TANNERY WEST	1,565,929	11/14/1989
M. JULIAN	3,362,379	01/01/2008
THE WALLET WORKS	1,345,221	06/25/1985

UNITED STATES TRADEMARK APPLICATIONS

Trademark	Serial Number	File Date
EL PORTAL	77/663,365	02/04/2009
EL PORTAL	77/924,192	01/30/2010
T W TANNERY WEST & Design	77/953,790	03/08/2010
T W TANNERY WEST & Design	85/476,519	11/18/2011
TANNERY WEST	77/707,537	04/06/2009