

11-02-1999



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10-29-99

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Change of Name
Amendment No. 1 to Trademark Collateral
- Other Assignment and Security Agreement

Effective Date
Month Day Year
10/12/99

Conveying Party

Mark if additional names of conveying parties attached
Execution Date
Month Day Year
10/12/99

Name London Fog Industries, Inc.

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Congress Financial Corporation

DBA/AKA/TA

Composed of

Address (line 1) 1133 Avenue of the Americas

Address (line 2)

Address (line 3) New York New York 10036
City State/Country Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation
- Other
- Citizenship/State of Incorporation/Organization Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

11/02/1999 MTHA11 00000062 75675693

01 FC:481 40.00 OP
02 FC:482 200.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 001982 FRAME: 0740

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/675693"/>	<input type="text" value="75/433570"/>	<input type="text" value="75/344930"/>	<input type="text" value="2067368"/>	<input type="text" value="2274908"/>	<input type="text" value="2176282"/>
<input type="text" value="75/582296"/>	<input type="text" value="75/582295"/>	<input type="text"/>	<input type="text" value="2215136"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

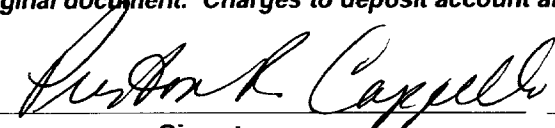
Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Preston R. Cappello  10/20/99

Name of Person Signing Signature Date Signed

EXHIBIT A**Debtor: LONDON FOG INDUSTRIES, INC.**

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Additional Trademark Applications Pending as of September 29, 1999

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APPLN. DATE</u>
United States	MAINCOATS	75/675693	4/5/99
United States	MOTHER NATURE	75/433570	1/28/98
United States	WEATHER & DEGREE SIGN [DEGREE SIGN AFTER WORD "WEATHER" IN MARK]	75/344930	8/21/97
United States	WEATHERWEAR CLOTHING CO. & LINE DESIGN	75/582296	11/3/98
United States	WEATHERWEAR CLOTHING CO. & W DESIGN	75/582295	11/3/98

EXHIBIT A**Debtor: LONDON FOG INDUSTRIES, INC.**

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Additional Trademark Registrations in Force as of September 29, 1999

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
Paraguay	LONDON FOG	211320	2/17/99	LONDON FOG INDUSTRIES, INC.
Philippines	TOWNE	65004	7/15/97	LONDON FOG INDUSTRIES, INC.
Sabah	TOWER DESIGN	S/29564	3/10/82	LONDONTOWN CORPORATION
Singapore	TOWNE	T94/02909F	4/12/94	LONDON FOG INDUSTRIES, INC.
Slovak Republic	TOWNE BY LONDON FOG	179599	2/12/98	LONDONTOWN CORPORATION
Sri Lanka	LONDON FOG	44879	7/26/82	LONDON FOG INDUSTRIES, INC.
Tunisia	LONDON FOG	EE961652	12/14/81	LONDON FOG INDUSTRIES, INC.
Ukraine	LONDON FOG	10743	1/24/94	LONDON FOG INDUSTRIES, INC.
United States	FOG	2067368	6/3/97	LONDON FOG INDUSTRIES, INC.
United States	W & DEGREE SIGN	2274908	8/31/99	LONDON FOG INDUSTRIES, INC.
United States	WEATHER FLEECE	2176282	7/28/98	LONDON FOG INDUSTRIES, INC.
United States	WINDWEAR	2215136	12/29/98	LONDON FOG INDUSTRIES, INC.
Yugoslavia	FOG	41392	6/24/98	LONDONTOWN CORPORATION

AMENDMENT NO. 1
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, dated as of October 12, 1999, is by and between LONDON FOG INDUSTRIES, INC., a Delaware corporation, as Debtor and Debtor-in-Possession ("Debtor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, successor by merger to Congress Financial Corporation, a California corporation ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement (as hereinafter defined) shall have the meaning given to such terms in the Trademark Security Agreement.

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated as of May 15, 1997, recorded with the United States Patent and Trademark Office on May 23, 1997 at Reel 1590, Frame 0331 (the "Trademark Security Agreement"); and

WHEREAS, on September 27, 1999, Debtor, Pacific Trail, Inc. and The Scranton Outlet Corporation (collectively, "Borrowers") commenced a case under Chapter 11 of Title 11 of the United States Bankruptcy Code in the United States Bankruptcy Court for the District of Delaware (the "Bankruptcy Court") and have retained possession of their assets and are authorized under the Bankruptcy Code to continue the management and operation of their businesses as debtors-in-possession pursuant to Sections 1107 and 1108 of the Bankruptcy Code; and

WHEREAS, Lender and Debtor and certain of its affiliates have entered into a post-petition revolving credit facility as provided in the Loan Agreement (as amended by the Ratification and Amendment Agreement, dated September 27, 1999, among Secured Party, Debtor and the other Borrowers) and pursuant to the Interim Financing Order (as defined in the Loan Agreement); and

WHEREAS, the Loan Agreement requires that Debtor deliver to the Secured Party this Amendment and the Interim Financing Order authorizes such credit facility and authorizes Debtor to enter into this Amendment;

WHEREAS, Debtor has notified Secured Party that Debtor has filed additional applications for, or has registered, certain trademarks with the U.S. Patent and Trademark Office and Debtor has requested that Secured Party waive certain Events of Default under the Trademark Security Agreement;

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Amendments to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

2. Waiver of Events of Default.

(a) Subject to the terms and conditions contained herein and in the Loan Agreement, Secured Party hereby waives (i) the Event of Default arising solely from the failure of Debtor to furnish prior written notice to Secured Party of the filing of the applications and registrations of Trademarks with the United States Patent and Trademark Office that are set forth on Exhibit A hereto in accordance with Section 3(h) of the Trademark Security Agreement and (ii) the Event of Default arising solely from the failure of Debtor to notify Secured Party of the abandonment of the Trademarks that are set forth on Exhibit B hereto as required by Section 3(i) of the Trademark Security Agreement. Debtor hereby represents, warrants and covenants with, to and in favor of Secured Party that the Trademarks set forth on Exhibit B are no longer used in or necessary for the conduct of the business of Debtor or its subsidiaries as presently conducted or proposed to be conducted.

(b) Secured Party has not waived, is not by this Amendment waiving, and has no intention of waiving any Event of Default (whether the same or similar to the defaults or Events of Default referred to in this Section 2 or otherwise), other than the defaults and Events of Default specifically referred to in this Section 2. Secured Party shall have and hereby specifically reserves the right in its discretion, to exercise any and all of its rights and remedies under the Trademark Security Agreement, the Loan Agreement, and the other Financing Agreements, applicable law or otherwise.

(c) The foregoing waivers shall not be construed as a bar to or a waiver of any other or further defaults or Events of Default on any future occasion, whether similar in kind or otherwise and shall not constitute a waiver, express or implied, of any of the rights and remedies of Lender arising under the terms of the Financing Agreements on any future occasion or otherwise. Nothing contained herein should be construed to entitle Debtor to any other or further

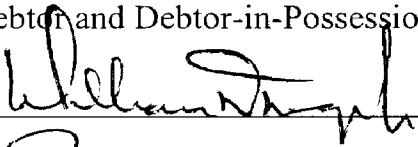
waiver with respect to any defaults under the Trademark Security Agreement at any time after the date hereof or otherwise.

3. Effect of this Amendment. Except for the amendment and waiver expressly set forth herein no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

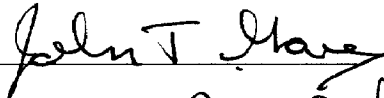
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written

LONDON FOG INDUSTRIES, INC., as
Debtor and Debtor-in-Possession

By: 

Title: President and CEO

CONGRESS FINANCIAL CORPORATION

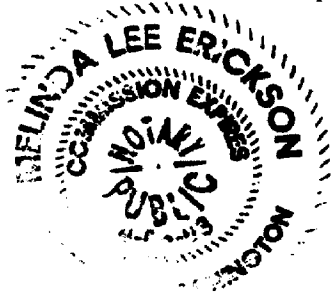
By: 

Title: Vice President



STATE OF WASHINGTON)
) ss.:
COUNTY OF KING)

On this 12 of October, 1999, before me personally came WILLIAM DRAGON JR to me known, who being duly sworn, did depose and say, that he is the PRESIDENT & CEO of LONDON FOG INDUSTRIES, INC., the Debtor and Debtor-in-Possession corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Melinda Lee Erickson
Notary Public

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 19 day of October, 1999, before me personally came JOHN T. GARVEY to me known, who being duly sworn, did depose and say, that he is the vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Maria Nunez
Notary Public

MARIA NUNEZ
NOTARY PUBLIC, State of New York
No. 01NU5086952
Qualified in Queens County
Cert. Filed in New York County
Commission Expires Oct. 27, 1999

EXHIBIT A**Debtor: LONDON FOG INDUSTRIES, INC.**

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Additional Trademark Registrations in Force as of September 29, 1999

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>REC. OWNER</u>
Azerbaijan	LONDON FOG	981270	7/28/98	LONDONTOWN CORPORATION
Azerbaijan	TOWER DESIGN	982030	4/22/94	LONDONTOWN CORPORATION
Azerbaijan	TOWNE BY LONDON FOG	982031	4/22/94	LONDONTOWN CORPORATION
Barbados	LONDON FOG	3408	7/13/66	LONDONTOWN CORPORATION
Brazil	LONDON TOWNE & BRIDGE DESIGN WITH CLOUD	814025650	11/1/94	LONDON FOG INDUSTRIES, INC
Canada	IT'S PURE GOULD & DESIGN	TMA339989	5/6/88	LONDON FOG INDUSTRIES, INC
Canada	TOWNE	TMA494932	5/20/98	LONDON FOG INDUSTRIES, INC
Canada	WINNING EDGE*	TMA319281	10/10/86	LONDON FOG INDUSTRIES, INC
Chile	LONDON FOG	499882	3/23/67	LONDON FOG INDUSTRIES, INC
Croatia	FOG	Z933110	10/1/93	LONDONTOWN CORPORATION
Croatia	LONDON FOG	Z933111	10/1/93	LONDONTOWN CORPORATION
Croatia	TOWNE BY LONDON FOG	Z933351	10/7/93	LONDONTOWN CORPORATION
Estonia	LONDON FOG	22405	2/17/97	LONDONTOWN CORPORATION
Estonia	TOWNE BY LONDON FOG	22406	2/17/97	LONDONTOWN CORPORATION
Georgia	FOG	6431	8/18/94	LONDONTOWN CORPORATION
Greece	TOWNE	119381	1/17/97	LONDON FOG INDUSTRIES, INC.
Indonesia	LONDON FOG	416654	1/31/69	LONDON FOG INDUSTRIES, INC.
Italy	LONDON FOG	762012	8/12/66	LONDON FOG INDUSTRIES, INC.
Italy	LONDON FOG & TOWER DESIGN	730772	9/22/86	LONDON FOG INDUSTRIES, INC.
Italy	TOWNE	696037	12/13/96	LONDON FOG INDUSTRIES, INC.
Japan	FOG	4208865	11/6/98	LONDON FOG INDUSTRIES, INC.
Japan	FOG AND KATAKANA	2217192	3/27/90	LONDON FOG INDUSTRIES, INC.
Japan	LONDON FOG	4001252	5/16/97	LONDON FOG INDUSTRIES, INC.
Japan	LONDON FOG (KATAKANA)	4109184	1/30/98	LONDON FOG INDUSTRIES, INC.
Japan	LONDON FOG*	4038416	8/1/97	LONDON FOG INDUSTRIES, INC.
Lithuania	FOG	23474	8/27/93	LONDONTOWN ORPORATION
Lithuania	LONDON FOG	23677	8/27/93	LONDONTOWN CORPORATION
Lithuania	TOWNE BY LONDON FOG	23473	8/27/93	LONDONTOWN CORPORATION
Myanmar (Burma)	LONDON FOG	4/1843/19-98	5/26/98	LONDON FOG INDUSTRIES, INC.
Norway	LONDON CLUB	180325	3/6/97	LONDONTOWN CORPORATION

EXHIBIT B**Debtor: LONDON FOG INDUSTRIES, INC.****Page 1.****Trademark Registrations No Longer in Force as of September 29, 1999**

<u>COUNTRY</u>	<u>MARK</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
U.S.A.	CALIBRE	660593	15AP1958
U.S.A.	CALIBRE CLOTH	1108074	05DE1978
U.S.A.	CLIPPER MIST	1790497	31AU1993
U.S.A.	EXPEDITION GEAR	1691679	09JE1992
U.S.A.	FOG	1779728	29JE1993
U.S.A.	FOG LITES	1673466	28JA1992
U.S.A.	LONDON FOG & TOWER DESIGN	1691689	09JE1992
U.S.A.	MAINCOAT	653111	15OC1957
U.S.A.	MAINCOATS	1792694	14SE1993
U.S.A.	MAINHATS	1082709	17JA1978
U.S.A.	OFFICER'S CLUB	1689591	26MY1992
U.S.A.	TEMPO EUROPA	1096084	11JL1978
U.S.A.	THAMES	1690283	02JE1992
U.S.A.	THAMES OF LONDON	1691691	09JE1992
U.S.A.	TOWER DESIGN	1703424	28JL1992
ARGENTINA	LONDONTOWN	1308761	08SE1988
ARGENTINA	OUTDOORS UNLIMITED	1193175	05FE1986
AUSTRALIA	LONDON TOWNE & BRIDGE DESIGN	A543073	27SE1990
AUSTRALIA	TEMPO EUROPA	A543077	27SE1990
AUSTRALIA	THAMES OF LONDON	A543079	27SE1990
BARBADOS	LONDON FOG	81/982	13JL1966
BARBADOS	LONDONTOWN	3409	13JL1966
BARBADOS	MAINCOAT	B115	13JL1966
BERMUDA	TEMPO EUROPA	21134	28AU1992
BERMUDA	THAMES OF LONDON	B21136	08NO1990
CANADA	CALIBRE CLOTH	156614	03MY1968
CANADA	CLAETH CLOTH	TMA289544	06AP1984
CANADA	MAINCOATS	281514	15JL1983
CANADA	QUEENS RIB CORDUROY	270957	09JL1982

EXHIBIT B**Debtor: LONDON FOG INDUSTRIES, INC.****Page 2.****Trademark Registrations No Longer in Force as of September 29, 1999**

COUNTRY	MARK	REG. NO.	REG. DATE
CANADA	STORMSHIELD	270313	18JE1982
CANADA	STORMSHEILD II	270319	18JE1982
CHILE	MAINCOAT	323536	23MR1967
CHINA P.R.	ROYAL CASTLE	313032	30AP1988
CHINA P.R.	STARTOWN	313073	30AP1988
CHINA P.R.	TEMPO EUROPA	317759	30JE1990
CHINA P.R.	THAMES	313074	30AP1988
CHINA P.R.	WINNING EDGE	313072	30AP1988
DENMARK	LONDONTOWN THE LONDONTOWN	2020/1967	14JL1967
DENMARK	MAINCOAT	2333/1967	11AU1967
INTERNATIONAL	FOG	433051	29SE1977
GREAT BRITAIN	TEMPO EUROPA	A1448296	30AP1993
GUATEMALA	LONDONTOWN	17788	28DE1966
HONG KONG	LONDON CLUB	B3677	13OC1990
HONG KONG	LONDON TOWNE & BRIDGE DESIGN	2680/1993	13OC1990
HONG KONG	TEMPO EUROPA	B03919	13OC1990
IRAN	TOWER DESIGN	48214	13SE1987
IRELAND	LONDON CLUB	B144031	24SE1990
IRELAND	LONDON TOWNE	A144029	24SE1990
IRELAND	LONDON TOWNE & BRIDGE DESIGN	A144027	24SE1990
IRELAND	TEMPO EUROPA	142411	25SE1990
IRELAND	THAMES OF LONDON	B144032	24SE1990
ISRAEL	LONDON TOWN & BRIDGE DESIGN	77774	08OC1990
JAPAN	TEMPO EUROPA	2123938	27MR1989
S. KOREA	LONDON FOG & TOWER DESIGN & CLOUD DESIGN	155264	02JE1988
MALAYSIA	LONDON TOWNE & BRIDGE DESIGN	90/06529	04OC1990
NEW ZEALAND	CLIPPER MIST	122748	03MR1978
NEW ZEALAND	LONDON CLUB	B205018	10FE1995
NICARAGUA	LONDONTOWN	17108	19NO1977
NICARAGUA	MAINCOAT	17109	20NO1967

EXHIBIT B**Debtor: LONDON FOG INDUSTRIES, INC.****Page 3.****Trademark Registrations No Longer in Force as of September 29, 1999**

COUNTRY	MARK	REG. NO.	REG. DATE
NORWAY	LONDONTOWN	76145	21MR1969
PHILIPPINES	MAINCOAT	53831	05NO1992
PHILIPPINES	OUTDOORS UNLIMITED	40912	26AU1988
PHILIPPINES	TOWER DESIGN	48522	25JE1990
PORTUGAL	CLIPPER MIST	168.105	28DE1992
PORTUGAL	LONDON CLUB	268102	21DE1992
PORTUGAL	LONDON FOG (STYLIZED)	137781	11NO1967
PORTUGAL	LONDON TOWNE	268107	21DE1992
PORTUGAL	LONDON TOWNE & BRIDGE DESIGN	268109	15DE1992
PORTUGAL	LONDONTOWN	268108	21DE1992
PORTUGAL	LONDONTOWN (SCRIPT)	137783	11NO1967
PORTUGAL	MAINCOAT	137782	11NO1967
PORTUGAL	OUTDOORS UNLIMITED	268104	21DE1992
PORTUGAL	TEMPO EUROPA	268106	21DE1992
PORTUGAL	THAMES OF LONDON	268103	21DE1992
SABAH	LONDONTOWN	295642	10MR1982
S. AFRICA	WINNING EDGE	B89/2775	30MR1989
EL SALVADOR	LONDONTOWN	99/98	15MR1983
EL SALVADOR	MAINCOATS	226 BOOK 98	20AP1983
SPAIN	OUTDOORS UNLIMITED	1016410	05JL1983
TAIWAN	LONDON TOWNE	521794	01MY1991
TAIWAN	LONDON TOWNE & BRIDGE DESIGN	523316	16MY1991
TAIWAN	LONDONTOWN	398037	30JE1987
TAIWAN	LONDONTOWN	27242	01JL1967
THAILAND	LONDON FOG LABEL	42451	05JA1978
URUGUAY	LONDON FOG (STYLIZED)	149714	12SE1968
VIRGIN ISLANDS	FOG	6076	29JE1993
VIRGIN ISLANDS	FOG	6074	07AU1990