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Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Dawson Cashmere LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Massachusetts
 Other _____

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: Bank of America, N.A.
Internal Address: _____
Address: _____
Street Address: One Federal Street, MA DE 10307X
City: Boston State: MA Zip: 02110

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Association _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: 6/7/02

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____
 See Schedule A
 B. Trademark Registration No.(s) _____
 See Schedule A

Additional number(s) attached Yes No

6. Total number of applications and registrations involved: 15

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Adam M. Grandy, Legal Assistant
 Internal Address: c/o Palmer & Dodge LLP


 Street Address: _____
 111 Huntington Avenue at Prudential Center
 City: Boston State: MA Zip: 02199

7. Total fee (37 CFR 3.41).....\$ 390.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 16/0085

2004 MAY 17 AM 8:38
OPR/FINANCE

DO NOT USE THIS SPACE

9. Signature.
 Adam M. Grandy
 Name of Person Signing  Signature

 May 14, 2004
 Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

05/21/2004 REGISTRATION 00000050 78393233

01 FC:8521 40.00 DP
 02 FC:8522 350.00 DP

TRADEMARK
 REEL: 002971 FRAME: 0805

DAWSON CASHMERE LLC**SCHEDULE A**

4.A. Trademark Application Numbers:

TRADEMARK	Application No.	Owner
JUST CASHMERE	78,393,233	Dawson Cashmere LLC

4.B. Trademark Registration Numbers:

TRADEMARK	Registration No.	Owner
F in Design	1,988,355	Dawson Cashmere LLC
FORTE ENFANT	2,600,483	Dawson Cashmere LLC
GRIFFEN and Design	2,641,284	Dawson Cashmere LLC
GENEVA	2,613,434	Dawson Cashmere LLC
RICHARD WAITHE	2,449,296	Dawson Cashmere LLC
MARIELE WAITHE	2,457,278	Dawson Cashmere LLC
LXRI	2,385,232	Dawson Cashmere LLC
KINROSS	2,619,169	Dawson Cashmere LLC
GLEN LYON	2,666,195	Dawson Cashmere LLC
CASTLERIG	2,631,596	Dawson Cashmere LLC
BROOKMORE	2,744,464	Dawson Cashmere LLC
GLENSHIEL	2,677,424	Dawson Cashmere LLC
TODD & DUNCAN CASHMERE	2,818,233	Dawson Cashmere LLC
T&D CASHMERE	2,818,234	Dawson Cashmere LLC

SECURITY AGREEMENT (TRADEMARKS)

WHEREAS Dawson Cashmere LLC, a Massachusetts limited liability company (the "Pledgor"), having an address at 8A Pleasant Street, South Natick, Massachusetts 01760 is the owner and user of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks");

WHEREAS Pledgor has entered into that certain Credit and Security Agreement dated as of May 6, 2004 (the "Credit Agreement") between the Pledgor and Bank of America, N.A. (the "Lender"), pursuant to which the Pledgor has granted to the Lender a security interest in, among other things, the Trademarks;

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

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Credit Agreement. The Pledgor further hereby pledges to the Lender, and grants to the Lender security interest in, all of the Pledgor's right, title and interest in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks, and all proceeds of any and all of the foregoing (collectively, the "Trademark Collateral").

The pledge of, and grant of security interest in, the Trademark Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgor and the Lender hereby acknowledge and agree that the pledge and grant of security interest hereunder to the Lender, and the rights and remedies of the Lender with respect to the Trademark Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of The Commonwealth of Massachusetts.

This Security 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.

IN WITNESS WHEREOF, the Pledgor and the Lender have caused this Security Agreement (Trademarks) to be duly executed and delivered by their duly authorized officers as of the 6th day of May, 2004.

PLEDGOR:

DAWSON CASHMERE LLC

By: James D. Byrnes
Name: JAMES D. BYRNES
Title: Vp & Treasurer

LENDER:

BANK OF AMERICA, N.A.

By: _____
Name:
Title:

This Security 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.

IN WITNESS WHEREOF, the Pledgor and the Lender have caused this Security Agreement (Trademarks) to be duly executed and delivered by their duly authorized officers as of the 6th day of May, 2004.

PLEDGOR:

DAWSON CASHMERE LLC

By: _____

Name:

Title:

LENDER:

BANK OF AMERICA, N.A.

By: _____ 

Name: Christopher M. O'Halloran

Title: Vice President

SCHEDULE A

SCHEDULE OF TRADEMARKS

Mark	Serial No.	Filing Date	Reg. No.	Reg. Date
F in Design	74/689,136	6/12/95	1,988,355	7/23/96
FORTE ENFANT	76/166,565	11/16/00	2,600,483	7/30/02
GRIFFEN and Design	76/222,673	3/9/01	2,641,284	10/22/02
GENEVA	76/193,762	1/12/01	2,613,434	8/27/02
RICHARD WAITHE	76/061,583	6/2/00	2,449,296	5/8/01
MARIELE WAITHE	76/062,119	6/2/00	2,457,278	6/5/01
LXRI	75/714,532	5/26/99	2,385,232	9/12/00
KINROSS	76/358,184	1/14/02	2,619,169	9/10/02
GLEN LYON	76/358,185	1/14/02	2,666,195	12/24/02
CASTLERIG	76/358,183	1/14/02	2,631,596	10/8/02
BROOKMORE	76/369,604	2/11/02	2,744,464	7/29/03
GLENSHIEL	76/371,533	2/19/02	2,677,424	1/21/03
TODD & DUNCAN	76/474,132	12/2/02	2,818,233	2/24/04
CASHMERE				
T&D CASHMERE	76/474,133	12/2/02	2,818,234	2/24/04
JUST CASHMERE	78,393,233	3/30/04		