

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (ex p. 6/30/2005)

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

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

1. Name of conveying party(ies)/Execution Date(s):

Embu Investments Spolka Z Ograniczona Odpowiedzialnoscia
Branch in Luxembourg
12, rue Guillaume Kroll, L-1882
Luxembourg

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: Company

Citizenship (see guidelines) Poland
 Execution Date(s) August 7, 2009
 Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wachovia Capital Finance Corporation (Central)

Internal Address: _____
 Street Address: 150 South Wacker Drive
 City: Chicago
 State: IL
 Country: USA Zip: 60606

Association Citizenship USA
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 Other Citizenship

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s) See Attached Exhibit A
 B. Trademark Registration No.(s) See Attached Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown)

5. Name address of party to whom correspondence concerning document should be mailed:

Name: Susan O'Brien

Internal Address: UCC Direct Services
 Street Address: 187 Wolf Road, Suite 101
 City: Albany
 State: NY Zip: 12205
 Phone Number: 800-342-3676
 Fax Number: 800-962-7049
 Email Address: cls-udsalbany@wolterskluwers.com

6. Total number of applications and registrations involved: 84

7. Total fee (37 CFR 2.8(b)(6) & 3.41) \$ 2115-

Authorized to be charged by credit card
 Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 5683
 Expiration Date 11/09

b. Deposit Account Number _____
 Authorized User Name: _____

9. Signature: *Mercedes Farinas* Signature _____ Date 8/7/09

Mercedes Farinas
Name of Person Signing

Total number of pages including cover sheet, attachments, and document. 47

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$2015.00 77616409

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Argentina	HARTMARX	Registered	1,803,099	8/25/2000	8/25/2010	RENEWAL AFFIDAVIT DUE	25AU2010
Argentina	EXCLUSIVELY MISOOK	Registered	2,582,354	8/25/2006	8/25/2016	RENEWAL AFFIDAVIT DUE	25AU2016
Argentina	MISOOK	Registered	2,582,355	8/25/2006	8/25/2016	RENEWAL AFFIDAVIT DUE	25AU2016

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Australia	PUSSEY'S OF THE WEST INDIES & design	Registered	712,726	7/11/1996	7/11/2017	RENEWAL DUE	11JL2017
Australia	HART SCHAFFNER & MARX	Registered	760,725	4/28/2008	4/28/2018	RENEWAL DUE	28AP2018
Australia	HORSE AND RIDER DESIGN	Registered	760,724	4/28/2008	4/28/2018	RENEWAL DUE	28AP2018
Australia	HORSE AND RIDER design	Registered	992,823	3/10/2004	3/10/2014	RENEWAL DUE	10MR2014
Australia	HART SCHAFFNER & MARX	Docketed; status of rights unknown					
Australia	SANSABELT	Registered	B248141	5/6/2006	5/6/2016	RENEWAL DUE	06MY2016
Australia	M MONARCHY & design	Pending	(1,241,513)	(5/19/2008)			
Australia	EXCLUSIVELY MISOOK	Registered	1,017,370	8/24/2004	8/24/2014	RENEWAL DUE	24AU2014
Australia	MISOOK	Registered	1,017,371	8/24/2004	8/24/2014	RENEWAL DUE	24AU2014
Australia	B. CHYLL	Registered	1,150,081	11/30/2006	11/30/2016	RENEWAL DUE	30NO2016

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Australia	ONE GIRL WHO	Registered	1,150,080	11/30/2006	11/30/2016	RENEWAL DUE	30NO2016
Australia	ZOOEY BY ALICE HELLER & design	Docketed; Status of rights unknown					

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Bahamas	PUSSER'S	Expired 1/7/2006; included solely to the extent Debtor has any rights therein.	15,062	N/A			
Bahamas	PUSSER'S OF THE WEST INDIES	Expired 1/7/2006; included solely to the extent Debtor has any rights therein.	15,063	N/A		N/A	

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Barbados	PUSSER'S PUSSERS	Registered	81/8611	5/12/1999	5/12/2009	RENEWAL DUE	12MY2009

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Brazil	HART SCHAFFNER & MARX	Registered	2,578,727	9/10/2011	9/10/2011	RENEWAL DUE	10SE2011
Brazil	HORSE & RIDER DESIGN	Registered	6,298,729	4/25/2000	4/25/2016	RENEWAL DUE	25AP2016
Brazil	SANSABELT	Registered	811,530,701	6/20/1989	6/20/2009	RENEWAL HAS BEEN FILED	07JJA2009
Brazil	SANSABELT	Registered	6,663,990	4/10/1978	4/10/2008	RENEWAL DUE (Renewal has been filed)	10AP2008

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
British Virgin Islands	PUSSER'S OF THE WEST INDIES & design	Registered	4,279	11/1/2004	11/1/2018	RENEWAL DUE	01NO2018

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Canada	LIFES ADVENTURES	Registered	TMA474735	4/14/1997			
Canada	HART SCHAFFNER & MARX	Registered	TMA193815	9/7/1973 9/7/2003 (renewed)	9/7/2018	RENEWAL DUE	07SE2018
Canada	HART SCHAFFNER & MARX	Registered	TMDA018425	6/10/1913 6/10/2008 (renewed)	6/10/2023	RENEWAL DUE	10JE2023
Canada	HICKEY-FREEMAN	Registered	TMA147743	10/28/1966 10/28/1981 (renewed)	10/28/2011	RENEWAL DUE	28OC2011
Canada	MODERN HORSE & RIDER & design	Registered	TMA724104	9/19/2008	9/19/2023	RENEWAL DUE	19SE2023
Canada	TRUMPETER DESIGN	Registered	UCA13413	12/5/1939 12/5/1984 (renewed)	12/5/2014	RENEWAL DUE	05DE2014
Canada	KYKLOS	Pending	1,301,611	5/16/2006			
Canada	JAYMAR	Registered	109,419	2/14/2003	2/14/2018	RENEWAL DUE	14FE2018
Canada	SANSABELT	Registered	121,612	3/24/2006	3/24/2021	RENEWAL DUE	24MR2021
Canada	GARDEN OF EARTHLY DELIGHTS	Registered	726,514	10/21/2008	10/21/2023	RENEWAL DUE	21OC2023
Canada	MONARCHY	Registered	726,305	10/17/2008	10/17/2023	RENEWAL DUE	17OC2023
Canada	HUNTER HAIG	Registered	249,026	8/8/1980	8/8/2010	RENEWAL DUE	08AU2010
Canada	PALM BEACH	Registered	235,040	8/17/1979	8/17/2009	RENEWAL DUE	17AU2009
Canada	PALM BEACH W/design	Registered	466,261	11/26/1996	11/26/2011	RENEWAL DUE	26NO2011

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Canada	EXCLUSIVELY MISOOK	Registered	TMA651499	10/26/2005	10/26/2020	RENEWAL DUE	26OCT2020
Canada	MISOOK	Registered	TMA723895	9/17/2008	9/17/2023	NOT IN PC MASTER	
Canada	WREATH design	Registered	TMA322515	1/2/1987 1/2/2002 (renewed) (8/14/2008)	1/2/2017	RENEWAL DUE	02JAN2017
Canada	WORN & design	Pending	(1,407,217)				
Canada	ONE GIRL WHO	Registered	TMA631246	1/26/2005	1/26/2020	RENEWAL DUE	26JAN2020
Canada	ONE GIRL WHO & design	Registered	TMA631788	2/2/2005	2/2/2020	RENEWAL DUE	
Canada	B. CHYLL & design	Pending	(1,346,547)	(5/8/2007)			
Canada	ZOOEY BY ALICE HELLER & design	Pending; Status of rights unknown	(1,341,086)	(3/27/2007)			
Canada	ANA MAAS DESIGN	Registered	TMA493994	5/6/1998	5/6/2013		
Canada	AVALON	Registered	TMA442008	4/21/1995	4/21/2010		
Canada	BISCAYNE	Registered	TMA303135	5/24/2000	5/24/2015		
Canada	BISCAYNE CAMBRIDGE; design	Registered	TMA305677	8/9/2000	8/9/2015		
Canada	CAMBRIDGE	Registered	TMA298634	12/29/1984 12/28/1999 (renewed)	12/28/2014		
Canada	CAMBRIDGE	Registered	TMA352711	3/3/1989 3/3/2004 (renewed)	3/3/2019		
Canada	CAMBRIDGE & design	Registered	TMA298635	12/28/1999	12/28/2014		
Canada	CAMBRIDGE design	Registered	TMA352713	3/3/1989	3/3/2019		
Canada	CAMBRIDGE TRADITIONALLY FINE CLOTHES & DESIGN	Registered	TMA305676	8/9/1985 8/9/2000 (renewed)	8/9/2015		
Canada	CAMBRIDGE TRADITIONALLY FINE CLOTHES & DESIGN	Registered	TMA352712	3/3/1989	3/3/2019		

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Canada	CONNERY BY CAMBRIDGE & design	Registered	TMA424519	3/4/1994	3/4/2009 renewal not filed, grace period applies 11/8/2021		
Canada	COPPLEY APPAREL GROUP	Registered	TMA389834	11/8/1991			
Canada	COPPLEY APPAREL GROUP & design	Registered	TMA398612	5/29/1992 5/29/2007 (renewed)	5/29/2022		
Canada	COUNTRY SQUIRE	Registered	UCA041009	4/12/1952 4/12/1997 (renewed)	4/12/2012		
Canada	COUNTRY SQUIRE	Registered	TMA302405	5/3/1985 5/3/2000 (renewed)	5/3/2015		
Canada	COUNTRY SQUIRE design	Registered	TMA315601	6/27/1986 6/27/2001 (renewed)	6/27/2016		
Canada	COUNTRY SQUIRE G.T.O. design	Registered	TMA304203	7/5/1985 6/28/2000 (renewed)	6/28/2015		
Canada	CS COUNTRY SQUIRE design	Registered	TMA312155	3/14/1986 3/14/2001 (renewed)	3/14/2016		
Canada	DREAMWEAVE	Registered	TMA447694	9/15/1995	9/15/2010		
Canada	EBBE	Registered	TMA298152	12/14/1984 12/14/1999 (renewed)	12/14/2014		
Canada	EBBE DESIGNS	Registered	TMA297999	12/7/1984 12/7/1999 (renewed)	12/7/2014		
Canada	EN ROUTE	Registered	TMA301075	3/22/1985 3/22/2000 (renewed)	3/22/2015		
Canada	EN ROUTE CAMBRIDGE design	Registered	TMA301995	4/19/1985 4/19/2000 (renewed)	4/19/2015		
Canada	FOR COTTON'S SAKE	Registered	TMA432640	9/2/1994	9/2/2009		
Canada	G.T.O.	Registered	TMA304424	7/5/2000	7/5/2015		
Canada	K & LION design	Registered	TMA304413	7/5/1985	7/5/2015		
Canada	KEITHMOOR	Registered	TMA312154	3/14/2001	3/14/2016		
Canada	KEITHMOOR & K & LION design	Registered	TMA317592	8/22/1986 8/22/2001 (renewed)	8/22/2016		

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Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Canada	KEITHMOOR SLACKS	Registered	TMA304414	7/5/1985 7/5/2000 (renewed)	7/5/2015		
Canada	LADY NASH design	Registered	TMA398399	5/22/1992 5/22/2007 (renewed)	5/22/2022		
Canada	LINEA 1936 & design	Registered	TMA399586	6/26/1992 6/27/2007 (renewed)	6/27/2022		
Canada	MAN-FANCIFUL-MOUNTIE & design	Registered	TMA401891	8/28/1992 8/28/2007 (renewed)	8/28/2022		
Canada	MATTEO MAAS	Registered	TMA418845	10/29/1993 10/29/2008 (renewed)	10/29/2023		
Canada	NASH PANT	Registered	TMA422240	1/21/1994	1/21/2009		
Canada	ONE POUND SUIT BY COPPLEY	Registered	TMA531228	8/15/2000	8/15/2015		
Canada	PARKTOWN	Registered	UCA011524	10/27/1938 10/27/1998 (renewed)	10/27/2013		
Canada	PRO	Registered	UCA046689	4/2/1947 4/2/2007 (renewed)	4/2/2022		
Canada	PRO SLACK	Registered	UCA046690	4/2/1947 4/2/2007 (renewed)	4/2/2022		
Canada	QUALITY STYLE SERVICE & Design	Registered	TMA184621	7/28/1972 7/28/2002 (renewed)	7/28/2017		
Canada	ROYAL CANADIAN	Registered	TMA427712	5/27/1994	5/27/2009		
Canada	THE FACSIMILE SIGNATURE OF WARREN K. COOK	Registered	UCA038736	12/28/1950 12/28/1995 (renewed)	12/28/2010		
Canada	THE GOLF CLASSIC & design	Registered	TMA399729	7/3/1992 7/3/2007 (renewed)	7/3/2022		
Canada	TRAVELAIRE	Registered	TMA303850	6/21/1985 6/21/2000 (renewed)	6/21/2015		
Canada	BRETLINGER	Expunged 5/21/2009; included solely to the extent Debtor has any rights therein.	TMA417,780	10/8/1993			
Canada	HARRIS & HOBBS'S and Design	Registered	TMA370,450	7/6/1990			

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Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Canada	BUSINESS CLASS BY COUNTRY SQUIRE	Registered	TMA368,052	4/20/1990			
Canada	BUSINESS CLASS BY COUNTRY SQUIRE	Registered	TMA368,051	4/20/1990			
Canada	CAMBRIDGE CLOTHES	To be expunged; included solely to the extent Debtor has any rights therein.	TMDA019,159	12/6/1913			
Canada	CAMBRI0	Abandoned 2005; included solely to the extent Debtor has any rights therein.	(1158226)				
Canada	COPPLEY ACCUMEASURE & DESIGN	Registered	TMA649,131				
Canada	COPPLEY ACCUMEASURE EXPRESS & Design	Registered	TMA649,148				
Canada	COPPLEY ACCUMEASURE PLUS & Design	Registered	TMA649,144				
Canada	COPPLEY SILENT PARTNERS Design	Registered	TMA649,112				
Canada	SOFTWEAR	Registered	TMA642,184				
Canada	WHITELY & JONES	Registered	TMA611,782				
Canada	COPPLEY and Design	Registered	TMA669,386				
Canada	COPPLEY	Registered	TMA670,220				
Canada	STONEWOOL	Registered	TMA610,645				

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Chile	HART SCHAFFNER & MARX	Registered	538,460	4/13/1999	4/13/2009	RENEWAL HAS BEEN FILED	27FE2009
Chile	TRUMPETER BY HART SCHAFFNER & MARX & DESIGN	Registered	545,003	7/22/1999	7/22/2009	RENEWAL DUE	22JL2009
Chile	EXCLUSIVELY MISOOK	Registered	717,956	2/18/2005	2/18/2015	RENEWAL DUE	18FE2015

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Chile	MISOOK	Registered	717,966	2/18/2005	2/18/2015	RENEWAL DUE	18FE2015

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
China P.R.	COPLEY	Registered	3899115	10/28/2008			
China P.R.	COPLEY	Registered	3899116	2/21/2007			
China P.R.	HICKEY FREEMAN	Registered	3,899,117	6/14/2006	6/14/2016	RENEWAL DUE	13JE2016
China P.R.	HICKEY FREEMAN	Registered	3,899,118	4/28/2007	4/28/2017	RENEWAL DUE	27AP2017
China P.R.	HICKEY FREEMAN	Registered	4,399,022	9/7/2008	9/7/2018	RENEWAL DUE	07SE2018
China P.R.	HART SCHAFFNER MARX	Registered	3,591,009	10/28/2005	10/28/2015	RENEWAL DUE	27OC2015
China P.R.	HSM HART SCHAFFNER MARX	Registered	3,853,578	4/7/2006	4/7/2016	RENEWAL DUE	06AP2016
China P.R.	HSM HART SCHAFFNER MARX	Registered	3,851,191	1/7/2007	1/7/2017	RENEWAL DUE	06JA2017
China P.R.	SOCIETY BRAND	Registered	3,591,010	1/21/2006	1/21/2016	RENEWAL DUE	20JA2016
China P.R.	HART SCHAFFNER MARX and Design	Pending	(5895609)	(2/8/2007)			
China P.R.	HART SCHAFFNER MARX and Design	Pending	(5895608)	(2/8/2007)			
China P.R.	HA TE MA KE SI	Pending	(6735322)	(5/21/2008)			
China P.R.	HA TE MA KE SI	Pending	(6735321)	(5/21/2008)			
China P.R.	CHINESE CHARACTERS (HAO SHI MAJ)	Pending	(5,904,225)	(2/9/2007)			
China P.R.	CHINESE CHARACTERS (HAO SHI MAJ)	Pending	(5,918,351)	(2/14/2007)			

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Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
China P.R.	GOLD HART SCHAFFNER MARX	Pending	(5,898,611)	(2/8/2007)			
China P.R.	HART SCHAFFNER MARX	Registered	3,591,009	10/25/2005	10/27/2015	RENEWAL DUE	25OCT2015
China P.R.	HART SCHAFFNER MARX	Pending	(5,720,330)	(11/13/2006)			
China P.R.	HART SCHAFFNER MARX	Pending	(5,720,326)	(11/13/2006)			
China P.R.	HART SCHAFFNER MARX	Pending	(5,720,329)	(11/13/2006)			
China P.R.	HART SCHAFFNER MARX	Pending	(5,720,327)	(11/13/2006)			
China P.R.	HART SCHAFFNER MARX	Pending	(5,720,328)	(11/13/2006)			
China P.R.	HART SCHAFFNER MARX 1887	Pending	(6,051,942)	(5/16/2007)			
China P.R.	HART SCHAFFNER MARX 1887	Pending	(5,898,610)	(2/8/2007)			
China P.R.	HART SCHAFFNER MARX AND CHINESE CHARACTERS (HAO SHI MAI)	Pending	(5,918,081)	(2/14/2007)			
China P.R.	HART SCHAFFNER MARX AND CHINESE CHARACTERS (HAO SHI MAI)	Pending	(5,904,226)	(2/9/2007)			
China P.R.	HART SCHAFFNER MARX in Chinese Characters	Pending	(6,735,321)	(5/21/2008)			
China P.R.	HART SCHAFFNER MARX in Chinese Characters	Pending	(6,735,322)	(5/21/2008)			

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
China P.R.	HARTMARX	Registered	3,862,916	10/7/2008	10/7/2018	RENEWAL DUE	07OC2018
China P.R.	HARTMARX	Registered	3,862,917	1/27/2009	1/27/2019	RENEWAL DUE	27JA2019
China P.R.	HART SCHAFFNER MARX & HORSE & RIDER CIRCLE design	Pending	(5,898,609)	(2/8/2007)			
China P.R.	HART SCHAFFNER MARX & HORSE & RIDER CIRCLE design	Pending	(5,898,608)	(2/8/2007)			
China P.R.	MODERN HORSE & RIDER Design	Pending	(3,591,007)	(6/12/2003)			
China P.R.	STERLING & HUNT	Pending	(5,153,891)	(2/10/2006)			
China P.R.	STERLING & HUNT	Pending	(5,153,890)	(2/10/2006)			
China P.R.	SANS A BELT	Registered	2,023,795	11/28/2004	11/28/2014	RENEWAL DUE	27NO2014
China P.R.	SANSABELT	Registered	855,779	7/14/2006	7/14/2016	RENEWAL DUE	13JL2016
China P.R.	M MONARCHY & design	Pending	(6,118,612)	(6/19/2007)			
China P.R.	PALM BEACH	Registered	3,899,114	1/28/2009	1/28/2019	RENEAL DUE	
China P.R.	EXCLUSIVELY MISOOK	Pending	(6428619)	(12/10/2007)			
China P.R.	MISOOK	Pending	(4217041)	(8/12/2004)			
China P.R.	EXCLUSIVELY MISOOK	Registered	4,217,040	4/14/2008	4/14/2018	RENEWAL DUE	13AP2018
China P.R.	ONE GIRL WHO	Registered	4,034,418	10/14/2007	10/14/2017	RENEWAL DUE	13OC2017
China P.R.	ONE GIRL WHO & design	Registered	4,034,419	10/14/2007	10/14/2017	RENEWAL DUE	13OC2017
China P.R.	ZOOEY BY ALICE HELLER & design	Docketed; Status of rights unknown					

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Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Colombia	RACQUET CLUB	Registered	264,345	11/28/2003	11/28/2013	RENEWAL DUE	28NO2013
Colombia	JAYMAR & J & Design	Registered	300,758	2/14/2005	2/14/2015	RENEAL DUE	
Colombia	PALM BEACH	Registered	127,813	1/31/1995	1/31/2015	RENEWAL DUE	31JA2015

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Community Trademark	HICKEY	Registered	5,858,642	4/26/2008	4/26/2017	RENEWAL DUE	26AP2017
Community Trademark	HICKEY FREEMAN	Registered	5,573,852	12/7/2007	12/20/2016	RENEWAL DUE	20DE2016
Community Trademark	PUSSEY'S WEST INDIES device	Registered	5,573,837	1/24/2008	12/20/2016	RENEWAL DUE	20DE2016
Community Trademark	HART SCHAFFNER MARX	Registered	5,573,878	12/13/2007	12/20/2016	RENEWAL DUE	20DE2016
Community Trademark	HORSE & RIDER design	Registered	5,727,672	10/28/2007	3/1/2017	RENEWAL DUE	01MR2017
Community Trademark	MONARCHY	Pending	(4553491)	(7/21/2005)			
Community Trademark	SANSABELT	Registered	5,727,681	2/22/2008	3/1/2017	RENEWAL DUE	01MR2017
Community Trademark	PALM BEACH	Registered	3,375,433	2/8/2005	9/19/2013	RENEWAL DUE	19SE2013
Community Trademark	ONE GIRL WHO	Registered	3,776,226	8/8/2005	5/12/2014	RENEWAL DUE	
Community Trademark	SILHOUETTE LOGO	Registered	3,842,151	8/10/2005	5/12/2015	RENEWAL DUE	12MY2015
Community Trademark	ZOOEY BY ALICE HELLER & design	Registered	5,800,041	3/13/2008	3/30/2017	RENEWAL DUE	30MR2017

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Dominica	PUSSER'S PUSSERS	Registered	43/97	3/31/1997	3/31/2011	RENEWAL DUE	31MR2011

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Dominican Republic	M MONARCHY & design	Registered	163,270	10/16/2007	10/16/2017	RENEWAL DUE	16OC2017
Dominican Republic	MONARCHY	Registered	163,313	10/16/2007	10/16/2017	RENEWAL DUE	16OC2017
Dominican Republic	PALM BEACH	Registered	4,485	2/19/1940	2/19/2010	RENEWAL DUE	19FE2010

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Ecuador	HART SCHAFFNER & MARX	Registered	1,132	11/9/2006	11/9/2015	RENEWAL DUE	09NO2015
Ecuador	HORSE & RIDER DESIGN	Registered	840	6/23/2002	6/23/2012	RENEWAL DUE	23JE2012
Ecuador	SANSABELT	Registered	4964-97	1/24/2008	12/11/2017	RENEWAL DUE	11DE2017

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Finland	JAYMAR & "J" CREST DESIGN	Registered	81,311	4/20/2002	4/20/2012	RENEWAL DUE	20AP2012
Finland	SANSABELT (slanted A)	Registered	76,468	2/5/2001	2/5/2011	RENEWAL DUE	05FE2011

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
France	HART SCHAFFNER & MARX AND HORSE & RIDER DESIGN	Registered	94,509,066	3/2/2004	3/31/2014	RENEWAL DUE	31MR2014

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Germany	PUSSEY'S OF THE WEST INDIES	Registered	1,181,417	7/12/2000	7/31/2010	RENEWAL DUE	31JL2010
Germany	HICKEY FREEMAN	Expired 6/30/2009; included solely to the extent Debtor has any rights therein	997,963				
Germany	SOCIETY BRAND, LTD. & Windrose Design	Registered; decision not to renew at expiration on 7/31/2009; included solely to the extent Debtor has any rights therein	1,016,045				
Germany	BRANNOCH	Registered	1,176,713	9/15/2000	9/30/2010	RENEWAL DUE	30SE2010

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Great Britain	HART SCHAFFNER & MARX & HORSE & RIDER DESIGN	Registered	770,527	10/28/2006	10/28/2016	RENEWAL DUE	28OC2016
Great Britain	RAQUET	Registered	1,105,373	11/27/1999	11/27/2009	RENEWAL DUE	27NO2009
Great Britain	EXCLUSIVELY MISOOK	Registered	2,263,471	8/17/2001	3/8/2011	RENEWAL DUE	08MR2011
Great Britain	MISOOK	Registered	2,263,479	12/28/2001	3/8/2011	RENEWAL DUE	08MR2011

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Hong Kong	HICKEY FREEMAN	Registered	300,312,399	11/3/2004	11/3/2014	RENEWAL DUE	02NO2014
Hong Kong	CHINESE CHARACTERS (HAO SHI MAI)	Registered	300,875,872	5/23/2007	5/23/2017	RENEWAL DUE	22MY2017
Hong Kong	HART SCHAFFNER & MARX AND HORSE AND RIDER DESIGN	Registered	8516/1995	2/15/2001	2/15/2015	RENEWAL DUE	14FE2015
Hong Kong	HART SCHAFFNER MARX	Registered	300,869,626	5/14/2007	5/14/2017	RENEWAL DUE	13MY2017
Hong Kong	HART SCHAFFNER MARX 1887	Registered	300,869,473	5/11/2007	5/11/2017	RENEWAL DUE	10MY2017
Hong Kong	HORSE AND RIDER Design	Registered	300,869,464	5/11/2007	5/11/2017	RENEWAL DUE	10MY2017
Hong Kong	HSM HART SCHAFFNER MARX	Registered	300,869,455	5/11/2007	5/11/2017	RENEWAL DUE	10MY2017
Hong Kong	JAYMAR	Registered	483/1982	2/24/1982	10/22/2011	RENEWAL DUE	21OC2011
Hong Kong	SANSABELT	Registered	B2708/1982	11/26/1982	2/27/2017	RENEWAL DUE	26FE2017
Hong Kong	MONARCHY	Registered	301,104,597	4/29/2008	4/29/2018	RENEWAL DUE	28AP2018
Hong Kong	PALM BEACH w/DESIGN	Registered	2910F/1939	6/28/1939	6/28/2009	RENEWAL DUE	27JE2009
Hong Kong	EXCLUSIVELY MISOOK	Registered	300,276,048	8/28/2004	8/28/2014	RENEWAL DUE	27AU2014
Hong Kong	MISOOK	Registered	300,276,066	8/28/2004	8/28/2014	RENEWAL DUE	27AU2014
Hong Kong	ONE GIRL WHO	Registered	300,200,113	4/20/2004	4/20/2014	RENEWAL DUE	19AP2014
Hong Kong	ONE GIRL WHO & design	Registered	300,200,159	4/20/2004	4/20/2014	RENEWAL DUE	19AP2014

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
India	NATURALIFE	Pending	(1,640,282)	1/10/2008			
India	BARRIE PACE	Pending	(1,546,612)	(4/3/2007)			
India	HICKEY FREEMAN	Pending	(1,546,613)	(4/3/2007)			
India	PUSSEY'S OF THE WEST INDIES & Design	Pending	(1,546,614)	(4/3/2007)			
India	HART SCHAFFNER MARX	Pending	(1,546,606)	(4/3/2007)			
India	MODERN HORSE & RIDER Design	Pending	(1,546,607)	(4/3/2007)			
India	TRADITIONAL HORSE & RIDER Design	Pending	(1,546,608)	(4/3/2007)			
India	SANSABELT	Pending	(1,546,611)	(4/3/2007)			
India	M MONARCHY & design	Pending	(1,679,872)	(4/24/2008)			
India	EXCLUSIVELY MISOOK	Pending	(1,546,609)	(4/3/2007)			
India	PALM BEACH	Pending	(1,546,610)	(4/3/2007)			

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Indonesia	SANSABELT	Registered	490,020	9/12/2001	10/30/2010	RENEWAL DUE	29OC2010
Indonesia	SANSABELT	Pending	(D992005.03022-03044)	(2/2/2005)			

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Ireland	JAYMAR	Registered	104,281	6/5/1979	6/5/2010	RENEWAL DUE	04JE2010

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Ireland	SANSABELT	Registered	B104282	6/5/1979	6/5/2010	RENEWAL DUE	04JUE2010

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Israel	SANSABELT	Registered	59,335	8/12/2005	8/12/2019	RENEWAL DUE	11AU2019
Israel	M MONARCHY and design	Registered	194,814	5/12/2008	10/29/2016	RENEWAL DUE	28OC2016
Israel	MONARCHY	Registered	194,813	4/6/2008	10/29/2016	RENEWAL DUE	28OC2016

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Italy	PUSSE'S OF THE WEST INDIES	Registered	615,251	1/22/2001	1/22/2011	RENEWAL DUE	22JAJ2011

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Jamaica	PUSSER'S PUSSERS	Not confirmed; if issued, may have expired in 2007; included solely to the extent Debtor has any rights therein.	(25/1815)	(2/14/1997)		N/A	
Jamaica	BEACH CLOTH	Registered	8,655	5/10/1961	5/10/2010	RENEWAL DUE	10MY2010
Jamaica	PALM BEACH	Registered	8,224	7/7/1960	7/7/2009	RENEWAL DUE	07JL2009

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Japan	DASH TEK	Cancelled 5/15/2003; included solely to the extent Debtor has any rights therein.	4144437	5/15/1998			
Japan	NATURALIFE	Cancelled 5/15/2003; included solely to the extent Debtor has any rights therein.	4144438	5/15/1998			
Japan	HF HICKEY FREEMAN design	Registered	4,794,917	8/13/2004	8/13/2014	RENEWAL DUE	13AU2014
Japan	HICKEY- FREEMAN and Katakana	Registered	3,104,402	12/26/2005	12/26/2015	RENEWAL DUE	26DE2015
Japan	WALLACHS	Registered	2,176,901	10/31/1989	10/31/2009	RENEWAL DUE (Advised Japanese counsel not to renew)	31OC2009
Japan	WALLACHS	Registered	4,739,683	1/9/2004	1/9/2014	RENEWAL DUE	09JA2014
Japan	PUSHER'S OF THE WEST INDIES & DESIGN	Registered	4,797,716	8/27/2004	8/27/2014	RENEWAL DUE	27AU2014
Japan	GRAHAM & GUNN	Registered	3,065,565	8/31/2005	8/31/2015	RENEWAL DUE	31AU2015
Japan	HART SCHAFFNER & MARX	Registered	2,363,989	12/25/2001	12/25/2011	RENEWAL DUE	25DE2011
Japan	HART SCHAFFNER & MARX	Registered	2,363,988	12/25/2001	12/25/2011	RENEWAL DUE	25DE2011
Japan	HORSE AND RIDER DEVICE	Registered	916,267	7/31/2001	7/31/2011	RENEWAL DUE	31JL2011
Japan	STERLING & HUNT	Registered	5,179,192	11/7/2008	11/7/2018	RENEWAL DUE	07NO2018
Japan	STERLING & HUNT & DESIGN	Registered	902,926	6/21/2001	6/21/2011	RENEWAL DUE	21JE2011
Japan	J CREST DESIGN	Registered	1,465,525	6/30/2001	6/30/2011	RENEWAL DUE	30JE2011
Japan	SANSABELT	Registered	2,143,524	5/30/1989	5/30/2009	RENEWAL DUE (Renewal has been filed)	18DE2008
Japan	GARDEN OF EARTHLY DELIGHTS	Registered	4,947,206	4/21/2006	4/21/2016	RENEWAL DUE	21AP2016

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Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Japan	MONARCHY	Registered	5,021,331	1/26/2007	1/26/2017	RENEWAL DUE	26JAN2017
Japan	PALM BEACH	Registered	1,610,617	8/30/2003	8/30/2013	RENEWAL DUE	30AUG2013
Japan	EXCLUSIVELY MISOOK	Registered	4,838,559	2/10/2005	2/10/2015	RENEWAL DUE	10FEB2015
Japan	MISOOK	Registered	4,863,341	5/13/2005	5/13/2015	RENEWAL DUE	13MAY2015
Japan	ONE GIRL WHO	Registered	4,816,079	11/12/2004	11/12/2014	RENEWAL DUE	12NOV2014
Japan	ONE GIRL WHO & design	Registered	4,816,078	11/12/2004	11/12/2014	RENEWAL DUE	12NOV2014

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Macao	HART SCHAFFNER MARX	Registered	N/016658	9/9/2005	9/9/2012	RENEWAL DUE	09SEP2012
Macao	HSM	Registered	N/016836	9/9/2005	9/9/2012	RENEWAL DUE	09SEP2012
Macao	CHINESE CHARACTERS (HAO SHI MAI)	Registered	29,685	1/3/2008	1/3/2015	RENEWAL DUE	03JAN2015
Macao	CHINESE CHARACTERS (HAO SHI MAI)	Registered	29,686	1/3/2008	1/3/2015	RENEWAL DUE	03JAN2015
Macao	HART SCHAFFNER MARX	Registered	16,658	9/9/2005	9/9/2012	RENEWAL DUE	9SEP2012
Macao	HART SCHAFFNER MARX	Registered	29,681	1/3/2008	1/3/2015	RENEWAL DUE	03JAN2015
Macao	HART SCHAFFNER MARX 1887	Registered	29,688	1/3/2008	1/3/2015	RENEWAL DUE	03JAN2015
Macao	HART SCHAFFNER MARX 1887	Registered	29,687	1/3/2008	1/3/2015	RENEWAL DUE	03JAN2015

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Macao	HORSE AND RIDER Design	Registered	29,684	1/3/2008	1/3/2015	RENEWAL DUE	03JA2015
Macao	HORSE AND RIDER Design	Registered	29,683	1/3/2008	1/3/2015	RENEWAL DUE	03JA2015
Macao	HSM	Registered	16,836	9/9/2005	9/9/2012	RENEWAL DUE	9SE2012
Macao	HSM HART SCHAFFNER MARX	Registered	29,682	1/3/2008	1/3/2015	RENEWAL DUE	03JA2015

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Malaysia	SANSABELT	Registered	M/77222	12/14/2008	12/14/2018	RENEWAL DUE	14DE2018
Malaysia	SANSABELT	Registered	15,230	10/30/2000	10/30/2010	RENEWAL DUE	14DE2018

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Mexico	HF HICKEY FREEMAN (& Design)	Registered	750,240	9/14/2001	9/14/2011	RENEWAL DUE	14SE2011
Mexico	HART SCHAFFNER MARX (BLOCK LETTERS)	Registered	733,557	12/14/2001	12/14/2011	RENEWAL DUE	14DE2011
Mexico	HORSE & RIDER DESIGN	Registered	761,114	10/3/2001	10/3/2011	RENEWAL DUE	03OC2011
Mexico	JAYMAR	Registered	533,714	12/6/2001	9/2/2011	RENEWAL DUE	02SE2011
Mexico	SANSABELT	Registered	863,992	11/16/2004	11/16/2014	RENEWAL DUE	16NO2014
Mexico	GARDEN OF EARTHLY DELIGHTS	Registered	922,019	2/27/2006	10/6/2016	RENEWAL DUE	06OC2016
Mexico	M MONARCHY & design	Pending	(834,047)				

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Mexico	RACQUET CLUB	Registered	729,860	9/14/2001	9/14/2011	RENEWAL DUE	14SE2011
Mexico	EXCLUSIVELY MISOOK	Registered	865,104	8/27/2004	8/27/2014	RENEWAL DUE	27AU2014
Mexico	MISOOK	Registered	867,242	8/27/2004	8/27/2014	RENEWAL DUE	27AU2014
Mexico	ONE GIRL WHO	Registered	834,502	4/26/2004	4/26/2014	RENEWAL DUE	26AP2014
Mexico	ONE GIRL WHO & design (Stylized)	Registered	843,376	4/26/2004	4/26/2014	RENEWAL DUE	26AP2014
Mexico	ZOOEY BY ALICE HELLER & design	Docketed; Status of rights unknown					

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
New Zealand	HART SCHAFFNER & MARX	Registered	291,786	5/1/2005	5/1/2015	RENEWAL DUE	01MY2015
New Zealand	HART SCHAFFNER & MARX & TRUMPETER DESIGN	Registered	60,089	6/6/2006	6/6/2016	RENEWAL DUE	06JE2016
New Zealand	HORSE AND RIDER design	Registered	291,785	5/1/2005	5/1/2015	RENEWAL DUE	01MY2015
New Zealand	JAYMAR	Registered	131,353	2/27/2002	2/27/2016	RENEWAL DUE	27FE2016
New Zealand	SANSABELT	Registered	B133069	2/27/2002	2/27/2016	RENEWAL DUE	27FE2016
New Zealand	SANSABELT	Registered	225,177	2/25/1993	2/25/2014	RENEWAL DUE	25FE2014
New Zealand	M MONARCHY & design	Pending	(766,145)	(4/2/2007)			
New Zealand	EXCLUSIVELY MISOOK	Registered	717,498	8/25/2004	8/25/2014	RENEWAL DUE	25AU2014
New Zealand	MISOOK	Registered	717,499	8/25/2004	8/25/2014	RENEWAL DUE	25AU2014

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
New Zealand	B. CHYLL	Registered	759,996	12/1/2006	12/1/2016	RENEWAL DUE	01DE2016
New Zealand	ONE GIRL WHO	Registered	759,995	12/1/2006	12/1/2016	RENEWAL DUE	01DE2016
New Zealand	ZOOEY BY ALICE HELLER & design	Docketed; Status of rights unknown.					

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Norway	JAYMAR & "J" CREST DESIGN	Registered	102,922	9/6/1979	9/6/2009	RENEWAL DUE	06SE2009

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Panama	SANSABELT	Registered	11,563	10/1/1999	10/1/2009	RENEWAL DUE	01OC2009
Panama	SANSABELT	Registered	11759301	10/17/2001	10/17/2011	RENEWAL DUE	17OC2011

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Paraguay	SANSABELT	Registered	272,213	3/23/1995	5/6/2014	RENEWAL DUE	06MY2014

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Philippines	SUBURBAN SEPARATES	Registered	42,105	11/28/1988	11/28/2009	RENEWAL DUE	28NO2009
Philippines	PALM BEACH	Registered	52,206	2/24/1992	2/24/2012	RENEWAL DUE	24FE2012

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Singapore	SOCIETY BRAND & Windrose Design	Expired 3/10/2009; included solely to the extent Debtor has any rights therein	74,989				
Singapore	JAYMAR	Registered	5093/91	5/21/2001	5/21/2011	RENEWAL DUE	21MY2011
Singapore	SANSABELT	Registered	70,304	1/17/2008	1/17/2018	RENEWAL DUE	17JA2018

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
South Africa	HART SCHAFFNER MARX	Pending	(123,638)	(12/23/2004)			
South Africa	JAYMAR	Registered	817487	10/8/2001	10/8/2011	RENEWAL DUE	08OC2011
South Africa	SANSABELT	Registered	817488	10/8/2001	10/8/2011	RENEWAL DUE	08OC2011

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
South Korea	NATURALIFE	Registered	405,581	6/19/2008	6/19/2018	RENEWAL DUE	19JE2018
South Korea	hickey	Registered	40,715,932	7/4/2007	7/4/2017	RENEWAL DUE	04JL2017
South Korea	HICKEY-FREEMAN	Registered	22,663	10/17/2001	6/30/2011	RENEWAL DUE	30JE2011
South Korea	HART SCHAFFNER & MARX	Registered	20,654	12/14/2000	12/14/2010	RENEWAL DUE	14DE2010
South Korea	TRUMPETER AND HORSE & RIDER DESIGN	Registered	108,405	12/26/2004	12/26/2014	RENEWAL DUE	26DE2014
South Korea	GARDEN OF EARTHLY DELIGHTS	Registered	668,416	1/30/2006	6/30/2016	RENEAL DUE	
South Korea	M MONARCHY & design	Pending	(40-2007-06419)				

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
South Korea	PALM BEACH & device	Registered	40-0683005	10/25/2006	10/25/2016	RENEWAL DUE	25OCT2016
South Korea	EXCLUSIVELY MISOOK	Registered	40-0667599	6/22/2006	6/22/2016	RENEWAL DUE	22JUN2016
South Korea	MISOOK	Registered	40-0667600	6/22/2006	6/22/2016	RENEWAL DUE	22JUN2016

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Spain	HART SCHAFFNER MARX	Registered	2,542,111	11/20/2003	5/22/2013	RENEWAL DUE	22MAY2013
Spain	SANSABELT	Registered	2,428,000	10/2/2001	10/2/2011	RENEWAL DUE	02OCT2011

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
St. Lucia	PUSSER'S PUSSERS	Registered	1,381,997	11/11/1997	11/11/2011	RENEWAL DUE	11NOV2011

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Sweden	PALM BEACH	Registered	52,481	9/18/1939			

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Switzerland	PUSSER'S	Not confirmed; if issued, may have expired in 2006; included solely to the extent Debtor has any rights therein.	(65817/1996)	(8/12/1996)		N/A	

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Taiwan	HF HICKEY FREEMAN & Design	Registered	1,030,608	1/16/2003	1/16/2013	PROOF OF USE DUE	16JAN2010
Taiwan	HF HICKEY FREEMAN & design	Registered	1,252,887	2/28/2007	2/28/2017	RENEWAL DUE	27FEB2017
Taiwan	GOLD TRUMPETER	Registered	455,973	10/1/2002	10/1/2012	RENEWAL DUE	01OCT2012
Taiwan	HART SCHAFFNER & MARX	Registered	990,742	3/16/2002	3/16/2012	RENEWAL DUE	16MR2012
Taiwan	HART SCHAFFNER & MARX & HORSE & RIDER	Registered	13,345	4/1/2002	4/1/2012	RENEWAL DUE	01APR2012
Taiwan	HART SCHAFFNER & MARX & HORSE & RIDER	Registered	13,346	4/1/2002	4/1/2012	RENEWAL DUE	01APR2012
Taiwan	HART SCHAFFNER & MARX	Registered	993,198	3/16/2002	3/16/2012	RENEWAL DUE	16MR2012
Taiwan	HORSE & RIDER (TRADITIONAL)	Registered	257,355	4/1/2002	4/1/2012	RENEWAL DUE	01APR2012
Taiwan	HORSE AND RIDER (STYLIZED)	Registered	382,896	4/1/2002	4/1/2012	RENEWAL DUE	01APR2012
Taiwan	HSM HART SCHAFFNER & MARX	Registered	1,089,600	3/16/2004	3/16/2014	RENEWAL DUE	16MR2014
Taiwan	SOCIETY BRAND	Registered	51,015	2/1/2002	2/1/2012	RENEWAL DUE	01FEB2012
Taiwan	TRUMPETER (WORD)	Registered	60,192	10/1/2002	10/1/2012	RENEWAL DUE	01OCT2012
Taiwan	WINDROSE DESIGN	Registered	901,844	4/1/2001	8/16/2010	RENEWAL DUE	16AUG2010
Taiwan	M MONARCHY & design	Registered	1,340,007	12/1/2008	12/1/2018	RENEWAL DUE	30NOV2018
Taiwan	EXCLUSIVELY MISOOK	Registered	1,169,086	8/16/2005	8/16/2015	RENEWAL DUE	15AUG2015
Taiwan	MISOOK	Registered	1,169,085	8/16/2005	8/16/2015	RENEWAL DUE	15AUG2015
Taiwan	ONE GIRL WHO	Registered	1,139,053	2/1/2005	2/1/2015	RENEWAL DUE	31JAN2015

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Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Taiwan	ONE GIRL WHO & design (Stylized)	Registered	1,139,054	2/1/2005	2/1/2015	RENEWAL DUE	31/JA2015

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Thailand	HORSE & RIDER DESIGN	Registered	Kor89655	1/19/1979	1/19/2009	RENEWAL DUE	18/JA2019
Thailand	JAYMAR	Registered	43,434	3/21/2001	3/21/2011	RENEWAL DUE	20MR2011
Thailand	JAYMAR (STYLIZED)	Registered	162,187	9/11/2001	9/11/2011	RENEWAL DUE	10SE2011
Thailand	J SANSABELT	Expired 3/29/1998; included solely to the extent Debtor has any rights therein	67,620				

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
United States	NATURALIFE	Registered	2,881,267	9/7/2004	9/7/2014	SEC. 8&15 AFF. DUE	07SE2010
United States	DASH	Registered	1,807,678	11/30/1993	30NO2013	SKEL-89R	30NO2012
United States	BARRIE PACE	Registered	(3,186,545)	12/19/2006	12/19/2016	SEC. 8&15 AFF. DUE	19DE2012
United States	CANTERBURY (STYLIZED)	Registered	507,231	3/1/1949	3/1/2009 (renewal not Pending, grace period until 9/1/2009)		
United States	GILBERT & LODGE (STYLIZED)	Registered	1,788,257	8/17/1993	8/17/2013	SKEL-89R	17AU2012
United States	HAND & NEEDLE DESIGN	Registered	507,229	3/1/1949	3/1/2009 (renewal not Pending, grace period until 9/1/2009)	SKEL-89R	01MR2008
United States	HF HICKEY FREEMAN and design	Registered	3,034,304	12/27/2005	12/27/2015	SEC. 8&15 AFF. DUE	27DE2011

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Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
United States	HICKEY	Registered	3,030,363	12/13/2005	12/13/2015	SEC. 8&15 AFF. DUE	13DE2011
United States	HICKEY-FREEMAN (Stylized letters)	Registered	511,277	6/21/1949	6/21/2009	SKEL-89R	21JE2008
United States	HIS FIRST HICKEY FREEMAN	Registered	2,907,350	11/30/2004	11/30/2014	SEC. 8&15 AFF. DUE	30NO2010
United States	PERFECT AT ANY AGE	Registered	3,062,634	2/28/2006	2/28/2016	SEC. 8&15 AFF. DUE	28FE2012
United States	ROLLPROOF	Registered	865,823	3/4/1969	3/4/2009 (renewal not filed; grace period until 9/4/2009)	SKEL-89R	04MR2008
United States	MAX WEAR	Registered	3,172,450	11/14/2006	11/14/2016	SEC. 8&15 AFF. DUE	14NO2012
United States	PUSSER'S OF THE WEST INDIES And Design	Likely will be cancelled; included solely to the extent Debtor has any rights therein.	1,449,837	7/28/1987	7/28/2017	SKEL-89R	28JU2016
United States	DAWSON & ROBERTS	Expired 7/29/2009; included solely to the extent Debtor has any rights therein.	1,521,914	1/24/1989			
United States	DURA CREASE TECHNOLOGY	Registered	2,911,809	12/14/2004	12/14/2014	SEC. 8&15 AFF. DUE	14DE2010
United States	GOLD HART SCHAFFNER MARX	Registered	3,327,634	10/30/2007	10/30/2017	SEC. 8&15 AFF. DUE	30OC2013
United States	HART SCHAFFNER & MARX (Stylized Letters)	Registered	515,944	10/4/1949	10/4/2009	SKEL-89R	04OC2008
United States	HART SCHAFFNER & MARX AND HORSE & RIDER DESIGN	Registered	515,945	10/4/1949	10/4/2009	SKEL-89R	04OC2008
United States	HART SCHAFFNER MARX	Registered	2,935,823	3/29/2005	3/29/2015	SEC. 8&15 AFF. DUE	29MR2011
United States	HART SCHAFFNER MARX	Registered	2,975,984	7/26/2005	7/26/2015	SEC. 8&15 AFF. DUE	26JL2011

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Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
United States	HA WKSLEY & WIGHT	Registered	1,436,523	4/14/1987	4/14/2017	SKEL-89R	14AP2016
United States	HSM TRAVELOR	Registered	3,327,635	10/30/2007	10/30/2017	SEC. 8&15 AFF. DUE	30OC2013
United States	Design Only (MODERN HORSE & RIDER design)	Registered	3,327,645	10/30/2007	10/30/2017	SEC. 8&15 AFF. DUE	30OC2013
United States	PALLESKO	Registered	2,939,248	4/12/2005	4/12/2015	SEC. 8&15 AFF. DUE	12AP2011
United States	SOCIETY BRAND LTD.	Registered	2,956,588	5/31/2005	5/31/2015	SEC. 8&15 AFF. DUE	31MY2011
United States	TRAVELOR HART SCHAFFNER MARX	Registered	18,425	10/30/2007	10/30/2017	SEC. 8&15 AFF. DUE	30OC2013
United States	ALUMINI	Registered	1,445,272	6/30/1987	6/30/2017	SKEL-89R	30JU2016
United States	WEST WING COLLECTION	Pending; Intent To Use	(77,616,409)	(11/18/2008)			
United States	ALEX	Registered	1,859,751	10/25/1994	10/25/2014	SEC. 8&15 AFF. DUE	25OC2010
United States	STARSETTA	Registered	2,955,147	5/24/2005	5/24/2015	SEC. 8&15 AFF. DUE	24MA2011
United States	EYE	Registered	3,637,555	6/16/2009	6/16/2019	SEC. 8&15 AFF. DUE	16JU2015
United States	SANSABELT	Registered	2,965,150	7/5/2005	7/5/2015	SEC. 8&15 AFF. DUE	05JL2011
United States	GARDEN OF EARTHLY DELIGHTS	Registered	3,552,077	12/23/2008	12/23/2018	SEC. 8&15 AFF. DUE	23DE2014
United States	MONARCHY	Registered	3,338,650	11/20/2007	11/20/2017	SEC. 8&15 AFF. DUE	20NO2013
United States	M design	Abandoned					
United States	M. MONARCHY	Pending; Intent-To-Use	(77,579,256)	(9/25/2008)			
United States	M. MONARCHY & design	Pending; Intent-To-Use	(78,962,743)	(8/29/2006)			
United States	M. MONARCHY ATELIER and Design	Pending	(77,543,011)	(8/8/2008)			

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Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
United States	MANCHESTER ESC.	Registered	3575489 (77,496,954)	2/17/2009 (6/11/2008)		SEC. 8&15 AFF. DUE	17FE2015
United States	MONARCHY	Pending; Intent-To-Use	(77,597,704)	(10/22/2008)			
United States	MONARCHY	Pending; intent-To-Use	(77,597,686)	(10/22/2008)			
United States	MONARCHY KIDS	Pending; Intent-To-Use	(77,546,180)	(8/13/2008)			
United States	MANCHESTER ESCAPES	Pending (Abandoned 7/13/2009 but Revived 7/28/2009)	(77/133,485)	(3/16/2007)			
United States	M And Design	Pending	(77/543,016)	(8/8/2008)			
United States	Monarchy	Registered	3,131,717	8/22/2006			
United States	RESTORATION OF THE MONARCHY	Registered	3,614,377	5/5/2009			
United States	EXCLUSIVELY MISOOK	Registered	3,306,091	10/9/2007	10/9/2017	SEC. 8&15 AFF. DUE	09OC2013
United States	PALM BEACH	Registered	798,121	10/26/1965	10/26/2015	RENEWAL DUE	23FE2016
United States	PALM BEACH and Design	Registered	3,429,561	5/20/2008	5/20/2018	SEC. 8&15 AFF. DUE	20MY2014
United States	PALM BEACH PRECISION FIT	Registered	2,958,126	5/31/2005	5/31/2015	SEC. 8&15 AFF. DUE	31MY2011
United States	PB BY PALM BEACH	Registered	3,334,079	11/13/2007	11/13/2017	SEC. 8&15 AFF. DUE	13NO2013
United States	RACQUET CLUB	Registered	2,171,355	7/7/1998	7/7/2018	RENEWAL DUE	7JU2018
United States	THE "365" COLLECTION	Registered	1,545,439	6/27/1989	6/27/2009	SKEL-89R	27JE2008
United States	THE KELTER (Stylized Letters)	Registered	509,290	5/3/1949	5/3/2009	RENEWAL DUE	03MY2009
United States	THE SHETLANDER	Registered	259,697	8/6/1989	8/6/2009	RENEWAL DUE	06AU2009
United States	KINGSRIDGE	Common Law Mark	N/A	N/A			
United States	THOMAS HEATH	Pending; Intent-To-Use	(77,577,763)	(9/24/2008)			

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Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
United States	SOOS BY MISOOK	Registered	3,276,807	8/7/2007	8/7/2017	SEC. 8&15 AFF. DUE	07AUG2013
United States	BLUE HOUSE DRIVE	Registered	3,231,269	4/17/2007	4/17/2017	SEC. 8&15 AFF. DUE	17APR2013
United States	CHRISTOPHER BLUE	Registered	2,217,777	1/12/1999	1/12/2019	SEC. 8&15 AFF. DUE	12JAN2005
United States	HEIRLOOM BY CHRISTOPHER BLUE ¹	Registered	3,309,032	10/9/2007	10/9/2017	SEC. 8&15 AFF. DUE	09OCT2013
United States	L. PASEO	Registered	3,118,298	7/18/2006	7/18/2016	SEC. 8&15 AFF. DUE	18JUL2012
United States	PINE IV	Registered	3,149,861	9/26/2006	9/26/2016	SEC. 8&15 AFF. DUE	26SEP2012
United States	WORN stylized {mark is stylized letters only}	Registered	3,006,312	10/11/2005	10/11/2015	SEC. 8&15 AFF. DUE	11OCT2011
United States	B. CHYLL	Registered	3,385,982	2/19/2008	2/19/2018	SEC. 8&15 AFF. DUE	19FEB2014
United States	B. CHYLL and design	Registered	3,402,470	3/25/2008	3/25/2018	SEC. 8&15 AFF. DUE	25MR2014
United States	ONE GIRL WHO	Registered	2,921,162	1/25/2005	1/25/2015	SEC. 8&15 AFF. DUE	25JAN2011
United States	ONE GIRL WHO & design	Registered	2,883,962	9/14/2004	9/14/2014	SEC. 8&15 AFF. DUE	14SEP2010
United States	ONE GIRL WHO (STYLIZED)	Registered	2,883,963	9/14/2004	9/14/2014	SEC. 8&15 AFF. DUE	14SEP2010
United States	Design Only [SILHOUETTE LOGO (DESIGN)]	Registered	2,899,078	11/2/2004	11/2/2014	SEC. 8&15 AFF. DUE	02NOV2010
United States	SWEATER.COM	Registered	3,075,851	4/4/2006	4/4/2016	SEC. 8&15 AFF. DUE	04APR2012
United States	THE PURSUIT OF HARMONY	Registered	3,521,774	10/21/2008	10/21/2018	SEC. 8&15 AFF. DUE	21OCT2014
United States	THE PURSUIT OF HARMONY & design	Registered	3,521,776	10/21/2008	10/21/2018	SEC. 8&15 AFF. DUE	21OCT2014

¹ Chain of title not established. Included solely to the extent Debtor has any rights therein.

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
United States	GREEN IS THE NEW BLACK	Pending, Intent-To-Use	(77,287,211)	(9/24/2007)			
United States	NICOLA MANCINI	Registered	880,032	11/4/1969	11/4/2009	SKEL-89R	04NO2008
United States	ZOOEY	Registered	3,361,499	1/1/2008	1/1/2018	SEC. 8&15 AFF. DUE	01JA2014
United States	ZOOEY BY ALICE HELLER	Registered	3,463,414	7/6/2008	7/8/2018	SEC. 8&15 AFF. DUE	08JL2014
United States	ZOOEY (Stylized letters)	Registered	3,361,500	1/1/2008	1/1/2018	SEC. 8&15 AFF. DUE	01JA2014
United States	KEITHMOOR	Registered	2850658	6/8/2004	6/8/2014		
United States	MATTEO MAAS	Registered	2207406	12/1/1998	12/1/2008		
United States	KEITHMOOR	Registered	2850658				
United States	MATTEO MAAS	Registered	2207406				
United States	STONEWOOL	Registered	2955698				

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Uruguay	SANSABELT	Registered	358,196	11/11/2004	11/11/2014	RENEWAL DUE	11NO2014

Country	Trademark	Status	Reg. No.	Reg. Date	Expiration	Next Action Required	Due Date of Next Action
Vietnam	HICKEY	Pending	(93,997)	(1/3/2008)	1/3/2018	RENEWAL DUE	03JA2018
Vietnam	M. MONARCHY & design	Pending	(4,200,723,492)	(11/16/2007)			

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Agreement"), dated as of August 7, 2009, is by EMBU INVESTMENTS SPÓLKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, BRANCH IN LUXEMBOURG, a company incorporated and organized under the laws of Poland, entered into the National Court Register maintained by the District Court in Warsaw XII Business Division under KRS number 0000321848, NIP number 1080006576, whose registered office is at Al. Jerozolimskie 56C, 1st Floor, 00-803 Warsaw, Poland, whose share capital amounts to PLN 50.000., and whose branch office in Luxembourg is registered at 12, rue Guillaume Kroll, L-1882 Luxembourg (the "Debtor"), in favor of WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), an Illinois corporation, located at 150 South Wacker Drive, Chicago, Illinois 60606, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement).

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Agent and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered or are about to enter into financing arrangements pursuant to which Lenders (or Agent on behalf of Lenders) may make loans and advances and provide other financial accommodations to HMX Operating Co., LLC, a Delaware limited liability company ("US Borrower"), and HMX Canada Acquisition Corp., a New Brunswick corporation ("Canadian Borrower"; and together with US Borrower, collectively, "Borrowers"), pursuant to the Loan and Security Agreement, dated of even date herewith, by and among Borrowers, Debtor, HMX Acquisition Corp., a Delaware corporation ("HMX Acquisition"), Quartet Real Estate, LLC, a Delaware limited liability company ("Quartet"), REMALA Trading B.V., a corporation organized under the laws of the Netherlands ("Parent"; and together with Debtor, HMX Acquisition and Quartet, collectively, "Guarantors"), Agent and Lenders (as the same now exists or may hereafter be amended, amended and restated, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other Financing Agreements (as defined in the Loan Agreement); and

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of the Obligations (as defined in the Loan Agreement) of Borrowers to Agent and the Secured Parties as set forth in the Loan Agreement; and

WHEREAS, in order to induce Agent and Secured Parties to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to secure the payment and performance of the Obligations and to accomplish same by granting to Agent certain collateral security as set forth herein.

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. Grant of Security Interest. As collateral security for the prompt performance, observance and payment in full of all of the Obligations, Debtor hereby grants to Agent (for itself and on behalf of the Secured Parties) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications for registration, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency in the United States of America or Canada, any State or Province thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. Obligations Secured. The security interest, lien and other interests granted to Agent, for itself and the benefit of the other Secured Parties, pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all of the Obligations.

3. Representations, Warranties and Covenants. Debtor hereby represents, warrants and covenants with and to Agent and the Secured Parties the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) To Debtor's knowledge and to the extent identified in Exhibit A hereto, all of the existing Trademarks are valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of registered Trademarks including, without limitation, the filing of any renewal affidavits and applications, except with

respect to those Trademarks that (i) are not material and are no longer used or useful in any material respect in the business of Debtor or any of its Affiliates or Subsidiaries and do not appear on or are not affixed to or used in the manufacture, sale or distribution of any Inventory or incorporated in any Equipment or necessary in connection with the Records and have a minimal value and/or are not likely, in Debtor's reasonable business judgment, to issue (with respect to a Trademark application) or be sustained in a pending challenge, or (ii) Debtor is unable to execute the required renewal affidavits and applications in a manner that complies with applicable law. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (A) the security interests granted hereunder and pursuant to the Loan Agreement, (B) the security interests permitted under the Loan Agreement, and (C) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral or any of the Trademarks, in each case without the prior written consent of Agent, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Agent or any other Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Agent to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Agent to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed (if applicable) only by Agent or as otherwise determined by Agent. Debtor further authorizes Agent to have this Agreement or any other similar security agreement filed with the United States Commissioner of Patents and Trademarks, the Canadian Intellectual Property Office or any other appropriate federal, state or government office.

(e) As of the date hereof Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or any similar office or agency in the United States of America or Canada, any State or Province thereof, or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Agent five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Agent's exercise of the rights and remedies granted to Agent hereunder.

(g) Agent may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Agent to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall

be liable to Agent for any such payment, which payment shall be deemed an advance by Agent to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall notify Agent within forty five (45) days of filing any application for the registration of a Trademark with the United States Patent and Trademark Office, the Canadian Intellectual Property Office or any similar office or agency in the United States of America or Canada, any State or Province thereof, any political subdivision thereof or in any other country. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office, the Canadian Intellectual Property Office or in any similar office or agency in the United States of America or Canada, any State or Province thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States of America or Canada, or any State or Province thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Agent, Debtor shall promptly execute and deliver to Agent any and all assignments, agreements, instruments, documents and such other papers as may be requested by Agent to evidence the security interest in and conditional assignment of such Trademark in favor of Agent.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided, or avoidable; provided, that, Debtor may abandon or cancel such Trademarks that are not material and are no longer used or useful in any material respect in the business of Debtor or any of its Affiliates or Subsidiaries and do not appear on or are not affixed to or used in the manufacture, sale or distribution of any Inventory or incorporated in any Equipment or necessary in connection with the Records and has a minimal value and/or is not likely, in Debtor's reasonable business judgment, to issue (with respect to a Trademark application) or be sustained in a pending challenge. Debtor shall promptly notify Agent if it knows of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Agent shall determine is necessary, to Agent in any proceeding before the United States Patent and Trademark Office, the Canadian Intellectual Property Office, any federal or state court, or any similar office or agency in the United States of America or Canada, any State or Province thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Agent's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Agent hereunder and (ii) there has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or in part, nor is the validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which

Debtor is a party. Debtor shall promptly notify Agent if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Agent, Debtor, at Debtor's expense, shall join with Agent in such action as Agent, in Agent's discretion, may deem advisable for the protection of Agent's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Agent and the other Secured Parties harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Agent for any and all expenditures made by Agent pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Financing Agreements and shall be part of the Obligations secured hereby.

4. Events of Default. The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. Rights and Remedies. At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Agent or any of the other Secured Parties, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Agent shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Agent may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Agent may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Agent by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Agent may determine.

(b) Agent may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Agent shall in its discretion deem appropriate and so long as any such grant or grants of a license by Agent do not conflict with the then existing licenses granted by Debtor to a third party and that are known to Agent. Subject to the foregoing sentence, such license or licenses may be general, special or otherwise, and may be

granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America or Canada, its territories and possessions, and all foreign countries.

(c) Agent may assign, sell or otherwise dispose of the Collateral or any part thereof, together with the goodwill of the business to which the Trademarks relate, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Agent shall have the power to buy the Collateral or any part thereof, and Agent shall also have the power to execute assurances and perform all other acts which Agent may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, upon the occurrence and during the continuance of an Event of Default, Agent may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application for registration, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Agent on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Agent and the other Secured Parties have no obligation to preserve rights to the Trademarks against any other parties.

(e) Agent may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Agent. Thereafter, Agent shall apply any remaining proceeds to the Obligations in such order and manner as set forth in the Loan Agreement. Debtor shall remain liable to Agent and any of the other Secured Parties for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Agent on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Agent or to Agent's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Agent or any other Secured Party to take any such action at any time. All of Agent's and the other Secured Parties' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and not exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently. No failure or delay on the part of Agent or any other Secured Party in exercising any of its options, powers or rights or partial or single exercise thereof, shall constitute a waiver of such option, power or right.

6. Jury Trial Waiver; Other Waivers and Consents; Governing Law.

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising hereunder, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Illinois, but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Illinois.

(b) Each of Debtor and Agent irrevocably consents and submits to the non-exclusive jurisdiction of the Circuit Court of Cook County, Illinois and the United States District Court for the Northern District of Illinois, whichever Agent may elect, and waives any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected with or related or incidental to the dealings of the parties hereto in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agrees that any dispute with respect to any such matters shall be heard only in the courts described above (except that Agent shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Agent deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Agent's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Agent against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND AGENT EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND AGENT OR ANY OF THE OTHER SECURED PARTIES IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND AGENT EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR AGENT MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND AGENT TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Notwithstanding any other provision contained herein, Agent and the other Secured Parties shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Agent and such Secured Party, that the losses were the result of acts or omissions constituting gross negligence or willful misconduct by Agent or such of the other Secured Parties. In any such litigation, Agent and each of the other Secured Parties shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. Miscellaneous.

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. Notices delivered through electronic communications shall be effective to the extent set forth in Section 7(b) below. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

c/o HMX Operating Co., LLC
101 North Wacker Drive
Chicago, Illinois 60606
Attention: Paul Kosturas
Telephone No. 312-357-5432
Telecopy No.: 312-444-2710

Embu Investments spółka z ograniczoną
odpowiedzialnością, Branch in
Luxembourg
12, rue Guillaume Kroll, L-1882
Luxembourg
Attention: Ismael Hajjar
Telephone No. +352 46 61 11 3774
Telecopy No.: +352 46 61 11 2705

If to Agent:

Wachovia Capital Finance Corporation
(Central)
150 South Wacker Drive
Chicago, Illinois 60606
Attention: Portfolio Manager
Telephone No.: 312-332-0420
Telecopy No.: 312-332-0424

(b) Notices and other communications to Agent hereunder may be delivered or furnished by electronic communication (including e-mail and Internet or intranet websites) pursuant to procedures approved by Agent or as otherwise determined by Agent. Unless Agent otherwise requires, (i) notices and other communications sent to an e-mail address shall be deemed received upon the sender's receipt of an acknowledgement from the intended recipient (such as by the "return receipt requested" function, as available, return e-mail or other written acknowledgement), provided, that, if such notice or other communication is not given during the normal business hours of the recipient, such notice shall be deemed to have been sent at the opening of business on the next Business Day for the recipient, and (ii) notices or communications posted to an Internet or intranet website shall be deemed received upon the deemed receipt by the intended recipient at its e-mail address as described in the foregoing clause (i) of notification that such notice or communications is available and identifying the website address therefor.

(c) Capitalized terms used herein and not defined herein shall have the meanings specified in the Loan Agreement. All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Agent, any Lender or any Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 11.3 of the Loan Agreement or is cured in a manner satisfactory to Agent. All references to the term "Person" or "Persons" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(d) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Agent and its successors and assigns.

(e) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(f) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of each of Debtor and Agent. Neither Agent nor any of the other Secured Parties shall, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of their respective rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Agent. Any such waiver shall be

enforceable only to the extent specifically set forth therein. A waiver by Agent of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Agent would otherwise have on any future occasion, whether similar in kind or otherwise.

(g) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

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

EMBU INVESTMENTS SPÓŁKA Z
OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ,
BRANCH IN LUXEMBOURG,
as Debtor

By: *Hajjar*
Name: I. HAJJAR
Title: BRANCH MANAGER

ACKNOWLEDGMENT OF GRANTOR

_____)
_____) ss.
_____)

On this 6 day of August, 2009 before me personally appeared I. HAJJAR, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing agreement on behalf of EMBU INVESTMENTS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, BRANCH IN LUXEMBOURG, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Robert
Notary Public

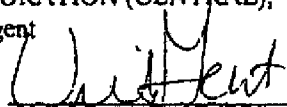


[SIGNATURES CONTINUED ON NEXT PAGE]

[Signature Page to Trademark Security Agreement]

[SIGNATURES CONTINUED FROM PREVIOUS PAGE]

WACHOVIA CAPITAL FINANCE
CORPORATION (CENTRAL),
as Agent

By: 
Name: Michael Best
Title: President

[Signature Page to Trademark Security Agreement]

**EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

[See Attached]

**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

1. Intellectual Property License Agreement, dated August 7, 2009, between Debtor and HMX Operating Co., LLC
2. Intellectual Property License Agreement, dated August 7, 2009, between Debtor and HMX Canada Acquisition Corp.

**EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

SPECIAL POWER OF ATTORNEY

_____)
_____) ss.
_____)

KNOW ALL MEN BY THESE PRESENTS, that EMBU INVESTMENTS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, BRANCH IN LUXEMBOURG, a company incorporated and organized under the laws of Poland, entered into the National Court Register maintained by the District Court in Warsaw XII Business Division under KRS number 0000321848, NIP number 1080006576, whose registered office is at Al. Jerozolimskie 56C, 1st Floor, 00-803 Warsaw, Poland, whose share capital amounts to PLN 50.000., and whose branch office in Luxembourg is registered at 12, rue Guillaume Kroll, L-1882 Luxembourg ("Debtor"), hereby appoints and constitutes WACHOVIA CAPITAL FINANCE CORPORATION (CENTRAL), an Illinois corporation, having an office at 150 South Wacker Drive, Chicago, Illinois 60606, in its capacity as agent (in such capacity, "Agent") pursuant to the Loan Agreement (as defined in the Security Agreement referred to below) acting for and on behalf of the Secured Parties (as defined in the Loan Agreement), and each of Agent's officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Agent, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Agent, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Agent (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full in cash and the Security Agreement is terminated in writing by Agent.

August __, 2009

1351192.8

EMBU INVESTMENTS SPÓŁKA Z
OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ,
BRANCH IN LUXEMBOURG,

By: _____
Name: _____
Title: _____

_____)
_____) ss.
_____)

On this ____ day of August, 2009 before me personally appeared _____, who proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of EMBU INVESTMENTS SPÓŁKA Z OGRANICZONĄ ODPOWIEDZIALNOŚCIĄ, BRANCH IN LUXEMBOURG, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Board of Directors or Board of Managers and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

{seal}