

1. Additional Names of Conveying Parties:

Hanover Direct, Inc.
1500 Harbor Boulevard
Weehawken, New Jersey 07087

Corporation - State of Delaware

Scandia Down Corporation
1500 Harbor Boulevard
Weehawken, New Jersey 07087

Corporation - State of Delaware

Aegis Safety Holdings, Inc.
1500 Harbor Boulevard
Weehawken, New Jersey 07087

Corporation - State of Delaware

Company Store Holdings, Inc.
1500 Harbor Boulevard
Weehawken, New Jersey 07087

Corporation - State of Delaware

Austad Holdings, Inc.
1500 Harbor Boulevard
Weehawken, New Jersey 07087

Corporation - State of Delaware

4A. Trademark Application Nos.

B. Trademark Registration Nos.

75/353,898
75/481,109
75/433,065
75/453,593
75/406,722
76/685,669
75/285,235
75/208,182
75/462,705
75/481,110
75/474,697
75/528,265
75/461,968
75/501,411
75/499,382
75/499,381
75/501,410
75/501,408
75/503,072
75/503,396
75/474,678
75/474,674
75/507,438
75/524,481
75/464,229
75/498,551
75/528,629

2,104,867
2,059,181
2,109,919
2,027,155
2,047,950
2,069,412
2,009,509
1,965,862
2,094,622
2,084,136
2,110,467
1,697,698

**SECOND AMENDMENT
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

SECOND AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, made as of this 30th day of September, 1998, by and among HANOVER CATALOG HOLDINGS, INC., a Delaware corporation, HANOVER DIRECT, INC., a Delaware corporation, SCANDIA DOWN CORPORATION, a Delaware corporation, AEGIS SAFETY HOLDINGS, INC., a Delaware corporation, and COMPANY STORE HOLDINGS, INC., a Delaware corporation, AUSTAD HOLDINGS, INC., a Delaware corporation (each individually a "Debtor" and collectively, "Debtors") and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, successor by merger to Congress Financial Corporation, a California corporation ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement (as defined below) shall have the meaning given to such terms in the Trademark Security Agreement.

W I T N E S S E T H:

WHEREAS, Debtors and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated November 14, 1995, as amended by First Amendment to Trademark Collateral Assignment, dated February 22, 1996, (the "Trademark Security Agreement"); and

WHEREAS, Debtors have notified Secured Party that certain Debtors have filed additional applications for, or have registered, certain trademarks with the U.S. Patent and Trademark Office, and that Debtors have entered into certain licenses with certain of its affiliates; and

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

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

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

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

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

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

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

HANOVER CATALOG HOLDINGS, INC.

By: William C. Kingford

Title: VP

HANOVER DIRECT, INC.

By: William C. Kingford

Title: VP

[SIGNATURES CONTINUED ON NEXT PAGE]

SCANDIA DOWN CORPORATION

By: William C. Kingford

Title: VP

AEGIS SAFETY HOLDINGS, INC.

By: William C. Kingford

Title: VP

COMPANY STORE HOLDINGS, INC.

By: William C. Kingford

Title: VP

AUSTAD HOLDINGS, INC.

By: William C. Kingford

Title: VP

CONGRESS FINANCIAL CORPORATION

By: Janet Hart

Title: 1st VP

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

On this 2nd of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice president of HANOVER CATALOG HOLDINGS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne
Notary Public
JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2000

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

On this 2nd day of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice President of HANOVER DIRECT, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne
Notary Public
JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2000

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

On this 2nd day of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice President of SCANDIA DOWN CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne
Notary Public
JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2000

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

On this 2nd day of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice President of AEGIS SAFETY HOLDINGS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne
Notary Public

JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2002

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

On this 2nd day of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice President of COMPANY STORE HOLDINGS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne

Notary Public
JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2002

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

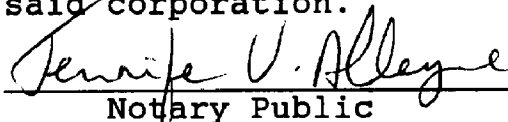
On this 2nd day of October, 1998, before me personally came William C. Kingsford, to me known, who being duly sworn, did depose and say, that he is the Vice President of AUSTAD HOLDINGS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Jennifer V. Alleyne

Notary Public
JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2002

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

On this 2nd day of October, 1998, before me personally came Janet S. Last to me known, who, being duly sworn, did depose and say, that she is^{is} the Vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that she signed her name thereto by order of the Board of Directors of said corporation.



Notary Public

JENNIFER V. ALLEYNE
Notary Public, State of New York
No. 01AL4966963
Qualified in Westchester County
Commission Expires May 21, 2000

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

SCHEDULE OF TRADEMARKS

A-2 Aegis Safety Holdings, Inc.

A-3 Austad Holdings, Inc.

A-4 Company Store Holdings, Inc.

A-5 Hanover Catalog Holdings, Inc.

A-6 Hanover Direct, Inc.

Trademark Owner: AEGIS SAFETY HOLDINGS, INC.

| <u>Mark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration Date</u> | <u>Affidavit/ Renewal Date</u> |
|-------------------------------|----------------|-------------------------------------|------------------------------|------------------------------------|
| THE SAFETY ZONE and Design | Australia | 644,723 | 11/04/94 | 11/04/04 |
| HOME, SAFE HOME | Canada | 721,498 | | Application |
| THE SAFETY ZONE and Design | New Zealand | 243,393 | | Application |

Trademark Owner: AUSTAD HOLDINGS, INC.

| <u>Mark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration Date</u> | <u>Affidavit/ Renewal Date</u> |
|----------------------------|----------------|-------------------------------------|------------------------------|------------------------------------|
| AUSTAD'S | USA | 2,104,867 | 10/14/97 | 10/14/03 |
| HILLSIDER | USA | 75/353,898 | | Application |
| Austad's Golfer Logo | USA | 2,059,181 | 5/6/97 | 05/06/03 |
| TI POWER | USA | 2,109,919 | 10/28/97 | 10/28/03 |
| AFTER 18 | USA | 75/481,109 | | Application |
| AVALANCHE | USA | 75/433,065 | | Application |
| TROUBLE LIES | USA | 75/453,593 | | Application |
| HILLSIDER | Japan | | | Application |
| Austad's Golfer Logo | Japan | | | Application |
| AUSTAD'S | Japan | 2,419,654 | | 09/30/02 |
| Austad's Golfer Logo (old) | Japan | 2,461,329 | | 08/23/03 |

Trademark Owner: COMPANY STORE HOLDINGS, INC.

| <u>Mark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration Date</u> | <u>Affidavit/ Renewal Date</u> |
|-------------------|----------------|-------------------------------------|------------------------------|------------------------------------|
| THE COMPANY STORE | Canada | 380,605 | 3/1/91 | 03/01/06 |
| THE COMPANY STORE | Japan | 2,001,556 | 11/20/97 | 11/20/07 |

Trademark Owner: HANOVER CATALOG HOLDINGS, INC.

| <u>Mark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration Date</u> | <u>Affidavit/ Renewal Date</u> |
|--|----------------|-------------------------------------|------------------------------|------------------------------------|
| SOFTESSENCE | USA | 75/406,722 | | Application |
| CLEARANCE WORLD | USA | 2,027,155 | 12/31/96 | 12/31/02 |
| COTTON BRILLIANCE | USA | 2,047,950 | 3/25/97 | 03/25/03 |
| CREATE-A-PATH | USA | 74/685,669 | | Application |
| ENCHANTMENTS | USA | 2,069,412 | 6/10/97 | 06/10/03 |
| HALL OF HANOVER | USA | 2,009,509 | 10/22/96 | 10/22/03 |
| MAKING A STATEMENT | USA | 1,965,862 | 4/2/96 | 04/02/02 |
| SLEEPY TEES | USA | 2,094,622 | 9/9/97 | 09/09/03 |
| WOMEN GIVING BACK | USA | 2,084,136 | 7/29/97 | 07/29/03 |
| STUDIO COLLECTION | USA | 75/285,235 | | Application |
| AMERICA'S AUTHORITY IN HOME FASHIONS | USA | 75/208,182 | | Application |
| THE SHOPPING EDGE | USA | 75/462,705 | | Application |
| COMFORT BY DESIGN | USA | 75/481,110 | | Application |
| THE SHOPPER'S EDGE | USA | 75/474,697 | | Application |
| TCS | USA | 75/528,265 | | Application |
| PRODUCTIVITY PILLOW | USA | 75/461,968 | | Application |
| KIDCALE | USA | 75/501,411 | | Application |

| <u>Mark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration Date</u> | <u>Affidavit/ Renewal Date</u> |
|--|----------------|-------------------------------------|------------------------------|------------------------------------|
| LOUNGE-A-ROUND | USA | 75/499,382 | | Application |
| ST. TROPEZ | USA | 75/499,381 | | Application |
| COMPANY COTTON | USA | 75/501,410 | | Application |
| COMPANY TOTS | USA | 75/501,408 | | Application |
| COMPANY KIDS | USA | 75/503,072 | | Application |
| COMPANY TABLE | USA | 75/503,396 | | Application |
| SILHOUETTES SPA | USA | 75/474,678 | | Application |
| STYLE BEYOND SIZE | USA | 75/474,674 | | Application |
| THE SOCK | USA | 75,507,438 | | Application |
| CONTOUR | USA | 75/524,481 | | Application |
| THERMATILES | USA | 2,110,467 | 11/4/97 | 11/04/03 |
| LIMITED QUANTITIES, UNLIMITED STYLE | USA | 75/464,229 | Application | |
| NETSAVE | USA | 75/498,551 | Application | |
| KEYSTONE FULFILLMENT | USA | 75/528,629 | Application | |
| SMYTHE & CO | Japan | 2,558,667 | 7/30/93 | 07/30/03 |
| SMYTHE & CO | Japan | 2,565,944 | 8/31/93 | 08/31/03 |
| SMYTHE & CO | Japan | 2,612,403 | 12/24/93 | 12/24/03 |
| TWEEDS | U.S.A. | 1,697,698 | 6/30/92 | 6/30/02 |
| TWEEDS | Japan | 2,558,666 | 7/30/93 | 07/30/03 |
| TWEEDS | Japan | 19917/91 | Application | |

| <u>Mark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration Date</u> | <u>Affidavit/ Renewal Date</u> |
|-------------|----------------|-------------------------------------|------------------------------|------------------------------------|
| TWEEDS Logo | Japan | 93443/1996 | Application | |
| TWEEDS Logo | Japan | 93444/1996 | Application | |
| TWEEDS Logo | Japan | 93445/1996 | Application | |
| TWEEDS INC. | Japan | 93446/1996 | Application | |
| TWEEDS INC. | Japan | 93447/1996 | Application | |
| TWEEDS INC. | Japan | 93448/1996 | Application | |

Trademark Owner: HANOVER DIRECT, INC.

| <u>Mark</u> | <u>Country</u> | <u>Registration/ Serial No.</u> | <u>Registration Date</u> | <u>Affidavit/ Renewal Date</u> |
|----------------|----------------|-------------------------------------|------------------------------|------------------------------------|
| DOMESTICATIONS | Canada | 443,806 | 6/16/95 | 06/16/10 |
| DOMESTICATIONS | New Zealand | 220,587 | 6/17/92 | 08/13/99 |
| DOMESTICATIONS | New Zealand | 220,558 | 8/13/92 | 08/13/99 |

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

SCHEDULE OF LICENSES

| <u>Schedule</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Licensee Agreement Dated</u> | <u>Expiration Date</u> |
|-----------------|--------------------------------|--------------------------------------|---|----------------------------|
| B-1 | Aegis Safety Holdings, Inc. | Aegis Retail Corp. | 5/19/88 | Perpetual |
| B-2 | Aegis Safety Holdings, Inc. | Aegis Catalog Corp. | 8/16/91 | Perpetual |
| B-3 | Company Store Holdings, Inc. | Hanover Company Store, LLC | 11/6/95 | Perpetual |
| B-4 | Hanover Catalog Holdings, Inc. | Brawn of California, Inc. | | |
| B-5 | Hanover Catalog Holdings, Inc. | Hanover Company Store, LLC | | |
| B-6 | Hanover Catalog Holdings, Inc. | Hanover Direct, Inc. | | |
| B-7 | Hanover Catalog Holdings, Inc. | Hanover Direct Pennsylvania, Inc. | | Perpetual |
| B-8 | Hanover Catalog Holdings, Inc. | Domestications, LLC | | |
| B-9 | Hanover Direct, Inc. | Tweeds, LLC | 6/15/94 | Perpetual |
| B-10 | Hanover Catalog Holdings, Inc. | LWI Holdings, Inc. | | |
| B-11 | Hanover Catalog Holdings, Inc. | Tweeds, LLC | | |
| B-12 | Scandia Down Corporation | See Schedule | | |

| <u>Schedule</u> | <u>Licensor</u> | <u>Licensee</u> | <u>Licensee Agreement Dated</u> | <u>Expiration Date</u> |
|-----------------|--------------------------------|--------------------------------|---|----------------------------|
| B-13 | Hanover Catalog Holdings, Inc. | Colonial Garden Kitchens, Inc. | | |
| B-14 | Hanover Catalog Holdings, Inc. | Silhouettes, LLC | | |

SCHEDULE B-1

Aegis Safety Holdings, Inc./Aegis Retail Corp.

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|----------------------------|--|
| HOME, SAFE HOME | 1,810,230 |
| THE SAFETY ZONE | 1,801,200 |
| THE SAFETY ZONE and Design | 1,636,432 |
| Zone Markers Design | 1,737,245 |

SCHEDULE B-2

Aegis Safety Holdings, Inc./Aegis Catalog Corp.

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|----------------------------|--|
| THE SAFETY ZONE | 1,801,200 |
| Zone Markers Design | 1,737,245 |
| THE SAFETY ZONE and Design | 1,636,432 |
| HOME, SAFE HOME | 1,810,230 |

SCHEDULE B-3

Company Store Holdings, Inc./Hanover Company Store, LLC

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|--|--|
| AMERIDOWN | 2,032,619 |
| THE COMPANY STORE | 1,263,272 |
| THE COMPANY STORE | 1,284,377 |
| THE COMPANY STORE'S EUROPEAN GOOSE DOWN | 1,770,808 |
| THE COMPANY STORE'S WHITE EUROPEAN DOWN | 1,770,809 |
| EXPERIENCE THE VALUE OF QUALITY | 1,928,393 |
| PLATINUM WHITE GOOSE DOWN | 1,751,917 |
| SNOW WHITE GOOSE DOWN | 1,744,102 |

SCHEDULE B-4

Hanover Catalog Holdings, Inc./Brawn of California, Inc.

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|--|--|
| CONTOUR | 75/524,481 |
| LIMITED QUANTITIES, UNLIMITED STYLE | 75/464,229 |
| THE SOCK | 75/507,438 |

SCHEDULE B-5

Hanover Catalog Holdings, Inc./Hanover Company Store, LLC

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|-------------------------|--|
| COMPANY COTTON | 75/501,410 |
| COMPANY KIDS | 75/503,072 |
| COMPANY TABLE | 75/503,396 |
| COMPANY TOTS | 75/501,408 |
| LOUNGE-A-ROUND | 75/499,382 |
| KIDCALE | 75/501,411 |
| PRODUCTIVITY PILLOW | 75/461,968 |
| ST. TROPEZ | 75/499,381 |

SCHEDULE B-6

Hanover Catalog Holdings, Inc./Hanover Direct, Inc.

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|-------------------------|--|
| THE SHOPPER'S EDGE | 75/474,697 |
| THE SHOPPING EDGE | 75/462,705 |

SCHEDULE B-7

Hanover Catalog Holdings, Inc./Hanover Direct Pennsylvania, Inc.

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|------------------------------|--|
| ADAM YORK | 1,892,652 |
| AT HOME WITH STYLE AND VALUE | 1,874,384 |
| CLEARANCE WORLD | 2,027,155 |
| ENCHANTMENTS | 2,069,412 |
| FASHION FAVORITES | 1,969,133 |
| FASHION GALAXY | 1,408,456 |
| GERTIE GOOSE | 1,991,265 |
| HALL OF HANOVER | 2,009,509 |
| HANOVER HOUSE | 1,431,912 |
| HANOVER SHOP AT HOME | 1,481,983 |
| HORN & HARDART | 1,654,581 |
| KITCHEN & HOME and Design | 1,926,033 |
| MW MATURE WISDOM | 1,859,053 |
| MAKING A STATEMENT | 1,965,862 |
| MATURE WISDOM | 1,389,046 |
| NIGHT 'N DAY INTIMATES | 1,417,842 |
| OLD VILLAGE SHOP | 1,407,673 |
| PREMIERE CHOICE | 1,812,567 |
| PREMIERE EDITIONS | 1,728,435 |
| ST SIMPLY TOPS and Design | 2,005,581 |
| SIMPLY TOPS | 1,839,470 |

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|--------------------------------|---------------------------------------|
| STANCE A WHOLE NEW WAY TO LOOK | 1,933,293 |
| TAPESTRY | 1,394,017 |
| THE CHELSEA COLLECTION | 1,409,392 |
| YOUR SOURCE FOR THE UNIQUE | 1,817,228 |

SCHEDULE B-8

Hanover Catalog Holdings, Inc./Domestications, LLC

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|---------------------------------------|--|
| COMFORT BY DESIGN | 75/481,110 |
| COTTON BRILLIANCE | 2,047,950 |
| DOMESTICATIONS | 1,384,266 |
| DOMESTICATIONS | 1,857,730 |
| SLEEPY TEES | 2,094,622 |
| SOFTESSENCE | 75/406,722 |
| STUDIO COLLECTION | 75/285,235 |
| THE CATALOG THAT BRINGS HOME STYLE | 1,910,627 |
| THE COST OF LIVING GRACIOUSLY | 1,951,602 |

SCHEDULE B-9

Hanover Direct, Inc./Tweeds, LLC

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|-------------------------|--|
| ONE 212 | 1,960,854 |
| ONE 212 | 1,962,234 |

SCHEDULE B-10

Hanover Catalog Holdings, Inc./LWI Holdings, Inc.

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|-------------------------|--|
| CREATE-A-PATH | 74/685,669 |
| GRO-MATO | 2,037,588 |
| IMPROVEMENTS | 1,852,742 |
| THERMATILES | 2,110,467 |

SCHEDULE B-11

Hanover Catalog Holdings, Inc./Tweeds, LLC

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|-------------------------|--|
| TWEEDS | 1,697,698 |
| WOMEN GIVING BACK | 2,084,136 |

SCHEDULE B-12

Scandia Down Corporation/See attached schedule

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|-------------------------------|--|
| ASCENSIA | 1,269,223 |
| ETHERIA | 1,267,157 |
| Goose Logo | 1,250,410 |
| Goose Logo | 1,752,601 |
| QUINTESSA | 1,276,167 |
| SCANDIA DOWN | 1,016,939 |
| SCANDIA DOWN | 1,725,746 |
| SCANDIA DOWN SHOPS and Design | 1,299,551 |

SCHEDULE B-12**Scandia Down Corporation**

| <u>Licensee</u> | <u>Trademark License Agreement Dated</u> | <u>Expiration Date</u> |
|----------------------------------|--|------------------------|
| Gump's Corporation | 2/1/95 | 2/1/99 |
| Slumber Down Ltd. | 2/14/94 | 2/14/99 |
| New England Down Company | 3/7/94 | 3/7/99 |
| The Matthew Quiat Company | 3/18/94 | 3/18/99 |
| Kelly Jo Enterprises, Inc. | 2/14/94 | 2/14/99 |
| Sellin, Inc. | 3/17/94 | 3/17/99 |
| The Mutual Corporation | 3/10/94 | 3/10/99 |
| Quotia & Lynn Ellison | 3/7/94 | 3/7/99 |
| Kathy Ferando | 3/10/94 | 3/10/99 |
| Guadet Enterprises, Inc. | 2/14/94 | 2/14/99 |
| Intermountain Down, Inc. | 2/14/94 | 2/14/99 |
| Cheri G. Basso | 2/14/94 | 2/14/99 |
| Eric J. Etter | 2/15/94 | 2/15/99 |
| Revada Unlimited, Inc. | 2/14/94 | 2/14/99 |
| Herrick Down Company, Inc. | 3/7/94 | 3/7/99 |
| Sacramento Down Products | 2/15/94 | 2/15/99 |
| Leigh Ann Riley | 3/7/94 | 3/7/99 |
| Nancy Koltes Associates, Inc. | 3/1/94 | 3/1/99 |
| Nancy Koltes Manufacturing, Inc. | 3/1/94 | 3/1/99 |
| Portico Bed & Bath Ltd. | 9/12/95 | 9/12/99 |

| <u>Licensee</u> | <u>Trademark License Agreement Dated</u> | <u>Expiration Date</u> |
|----------------------------------|--|------------------------|
| Gattle's Inc. Cincinnati | 5/1/1998 | 5/2000 |
| Gattle's Inc. Michigan | 7/1996 | 7/1999 |
| Gattle's Inc. Vero Beach | 12/1997 | 12/1999 |
| Elegant Baths of Boca, Inc. | 10/1996 | 10/1998 |
| Silverman Down & Linen Co., Inc. | 8/1995 | 8/1999 |
| Linens by Design, Inc. | | |
| Perlora, Inc. | 7/1996 | 7/1999 |
| South Beach Style, Inc. | 1/1998 | 1/2000 |
| Peaberries Cottage, Inc. | 5/1997 | 5/1999 |
| Pamela Brice dba Domain | 5/1997 | 5/1999 |
| The Linen Tree, Inc. Scottsdale | | |
| The Linen Tree, Inc. Columbus | 5/1997 | 5/1999 |
| The Kitchen & Linen Source, Inc. | 3/1998 | 3/2000 |
| Jan & Dick Stoll | 7/1995 | 7/1999 |
| Grange, Inc. | 1/1997 | 1/1999 |
| Belle Chambre | | |
| The Linen Registry | 8/1997 | 8/1999 |

SCHEDULE B-13

Hanover Catalog Holdings, Inc./Colonial Garden Kitchens, Inc.

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|--------------------------|--|
| COLONIAL GARDEN KITCHENS | 968,358 |

SCHEDULE B-14

Hanover Catalog Holdings, Inc./Silhouettes, LLC

| <u>Trademark</u> | <u>Registration or Serial No.</u> |
|-------------------------|--|
| SILHOUETTES | 1,526,821 |
| SILHOUETTES SPA | 75/474,678 |
| STYLE BEYOND SIZE | 75/474,674 |