

05-27-1999

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PAGE 02



FORM PTO-1584 (Rev. 8-83)

5-17-99

RECORDED 101047503

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)

TRADEMARKS ONLY

5-17-99

Tab settings 0000

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

1. Name of conveying party(ies):

Hampton Industries, Inc

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

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

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank

Internal Address: 1411 Broadway

Street Address: Fifth Floor

City: NY State: NY ZIP: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: April 27 1999

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

See Schedule to Agreement

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Robert Stein Esq

In: 11111 Block

Return To

National Corporate Research, LTD.

225 W. 34th St., Suite 910

New York, N.Y. 10122

S (800) 221-0102 (212) 947-7200

City: NY State: NY ZIP: 10122

6. Total number of applications and registrations involved: 80

7. Total fee (37 CFR 3.41) \$2015.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/20/1999 NTHA11 00000256 1867066

DO NOT USE THIS SPACE

01 NC:481 40.00 DP
02 NC:482 Statement and signature 75.00 DP

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

[Signature]

Name of Person Signing

[Signature]

Signature

5/10/99

Date

Total number of pages including cover sheet, attachments, and document: 22

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

TRADEMARK REEL: 001902 FRAME: 0950

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of April 27, 1999 between **HAMPTON INDUSTRIES, INC.**, a North Carolina corporation (the "Grantor") and **THE CHASE MANHATTAN BANK**, a New York banking corporation, in its capacity as administrative agent for the Lenders, as hereinafter defined (in such capacity, the "Agent").

WITNESSETH:

WHEREAS, Grantor, the Agent and certain financial institutions (the "Lenders") have entered into a Credit Agreement dated as of April 27, 1999 (as amended, modified, supplemented or restated from time to time, the "Credit Agreement") providing for the extension of credit by the Lenders to the Grantor (capitalized terms used herein without definitions shall have the meanings ascribed to such terms in the Credit Agreement); and

WHEREAS, the Lenders have required, as a condition precedent to the extension of credit under the Credit Agreement, that the Grantor grant to the Agent, for the ratable benefit of the Lenders, security interests in and to the Trademarks and Trademark Licenses, as hereinafter defined.

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor and the Agent hereby agree as follows:

1. Defined Terms

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning ascribed to such term in the Credit Agreement.

(b) The words "hereof", "herein", and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural and vice versa, unless otherwise specified.

2. Incorporation of Recitals. The recitals above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks and Trademark Licenses, etc. To secure the complete and timely payment and performance when due of all of the Obligations, the Grantor hereby grants to the Agent for the ratable benefit of the Lenders a first priority lien on and perfected security interest in all of the Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of the Grantor's business symbolized by the foregoing and connected therewith, and (v) all of the Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, trade names, and service marks, registered service marks and service mark applications, together with the items described in clauses (i)-(v) in this paragraph 3(a), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(b) rights under or interest in any trademark license agreements or service mark license agreements with any other party to the extent such agreements are assignable, whether the Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all assets now or hereafter owned by the Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Trademark Licenses").

4. Restrictions on Future Agreements. The Grantor will not, without the Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Grantor further agrees that it will not take any action, and will use reasonable commercial efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Agent under this Agreement or the rights associated with the Trademarks or Trademark Licenses. The foregoing restrictions shall not apply to such Trademarks and Trademark Licenses that are identified on Schedule A or B, respectively, by virtue of the "check mark" placed next to them, as being inactive on the Closing Date, provided that at the time any action is taken or at the time of any failure to act, the Trademark or Trademark License with respect to which such action or inaction is taken continues to be inactive. In addition, the foregoing restrictions shall not apply to the Grantor's licensing of the Trademarks "Campus" or "Litigra" to any unrelated third party in an arms length transaction that arises in the ordinary course of the Grantor's business.

5. New Trademarks and Trademark Licenses. The Grantor represents and warrants that to the best of its knowledge, from and after the date hereof, (a) the Trademarks listed on Schedule A include all of the trademarks, registered trademarks, trademark applications, trade names, service marks, registered service marks and service mark applications now owned or held by the Grantor, (b) the Trademark Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which the Grantor is the licensee or licensor, and (c) no liens, claims or security interests in such Trademarks and Trademark Licenses have been granted by the Grantor to any Person other than the Agent, except that the Grantor's rights in the Trademarks and Trademark Licenses are subject to the liens and other restrictions set forth in Section 6.02 of the Credit Agreement. If, prior to the termination of this Agreement, the Grantor shall (i) obtain rights to any new Trademarks, registered Trademarks, trademark applications, tradenames, service marks, registered service marks or service mark applications, (ii) become entitled to the benefit of any trademarks, registered trademarks, trademark applications, trade names, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals, whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of paragraph 3 above shall automatically apply thereto. The Grantor shall give to the Agent written notice of each event described in clause (i), (ii) and (iii) of the preceding sentence promptly after the occurrence thereof. The Grantor hereby authorizes the Agent to modify this Agreement unilaterally (i) by amending Schedule A to include any future Trademarks and by amending Schedule B to include any future Trademark Licenses which are Trademarks or Trademark Licenses under paragraph 3 above or under this paragraph 5, and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future Trademarks and Trademark Applications.

6. Royalties. The Grantor hereby agrees that the Agent's rights to use the Trademarks and Trademark Licenses as authorized hereunder in connection with the Agent's exercise of its rights and remedies under paragraph 14 or under the Credit Agreement shall be coextensive with the Grantor's rights thereunder and with respect thereto and the Agent shall have no liability to the Grantor for royalties or other related charges on account of any such use.

7. Right to Inspect; Further Assignments and Security Interests. The Agent may at all reasonable times during normal business hours and with reasonable frequency upon reasonable notice to the Grantor (and at any time after the occurrence and during the continuation of an Event of Default) have access to, examine, audit, make copies and extracts from and inspect the Grantor's books, records and operations relating to the Trademarks and Trademark Licenses, provided, however, that in conducting such inspections and examinations, the Agent shall use reasonable efforts not to disturb unnecessarily the conduct of the Grantor's ordinary business operations. From and after the occurrence and during the continuation of an Event of Default, the Grantor agrees that the Agent, or a conservator appointed by the Agent, shall have the right to establish such reasonable additional product quality controls as the Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold or services rendered by the Grantor under the Trademarks and the Trademark Licenses or in connection with which such Trademarks and Trademark Licenses are used. The Grantor agrees (a) not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Trademark

Licenses without the prior and express written consent of the Agent, (b) to maintain the quality of such products as of the date hereof, and (c) not to change the quality of such products in any material respect without the Agent's prior and express written consent, unless any of the foregoing actions could not reasonably be expected to result in a Material Adverse Effect.

8. Nature and Continuation of the Agent's Security Interest; Termination of the Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Trademark Licenses and shall terminate only when the Obligations have been paid in full and the Credit Agreement has been terminated. When this Agreement has terminated, the Agent shall promptly execute and deliver to the Grantor, at the Grantor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Trademarks and the Trademark Licenses, subject to any disposition thereof which may have been made by the Agent in accordance with applicable law and the terms of this Agreement and the Credit Agreement.

9. Duties of the Grantor. The Grantor shall have the duty to: (a) prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (b) make application for material trademarks or material service marks, but only to the extent the Grantor determines that the actions under subparagraphs (a) and (b) are in the best business interests of the Grantor. The Grantor further agrees (a) not to abandon any material Trademark or material Trademark License which is used in or useful to its business without the prior written consent of the Agent, and (b) to use its reasonable efforts to maintain in full force and effect the Trademarks and Trademark Licenses that are or shall be necessary or economically desirable in the operation of the Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the Grantor. The Agent shall not have any duty with respect to the Trademarks and Trademark Licenses. Without limiting the generality of the foregoing, the Agent shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Trademark Licenses against any other parties, but the Agent may do so at its option from and after the occurrence (and during the continuance) of an Event of Default, and all reasonable and, in the commercially reasonable business judgment of the Agent, necessary, expenses incurred in connection therewith shall be for the sole account of the Grantor and shall be added to the Obligations secured hereby.

10. The Agent's Right to Sue. From and after the occurrence and during the continuation of an Event of Default, the Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Trademark Licenses and, if the Agent shall commence any such suit, the Grantor shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required in aid of such enforcement and requested by the Agent. The Grantor shall, upon demand, promptly reimburse the Agent for all reasonable and, in the commercially reasonable business judgment of the Agent, necessary, costs and expenses incurred by it in the exercise of its rights under this paragraph 10 (including, without limitation, reasonable and, in the commercially reasonable business judgment of the Agent, necessary, fees and expenses of attorneys for the Agent). In the event the Agent shall commence any such enforcement action, the Agent shall use its reasonable efforts to provide the Grantor with ten (10) days prior written

notice thereof, and shall provide the Grantor with an opportunity to participate in any such action, at the Grantor's expense.

11. Waivers. The Agent's failure, at any time or times hereafter, to require strict performance by the Grantor of any provisions of this Agreement shall not waive, affect or diminish any right of the Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Grantor and the Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Agent unless such suspension or waiver is in writing signed by an officer of the Agent and directed to the Grantor specifying such suspension or waiver.

12. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

13. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraphs 3 and 5 hereof or by a writing signed by the parties hereto.

14. Power of Attorney; Cumulative Remedies. (a) The Grantor hereby irrevocably designates, constitutes and appoints the Agent (and all Persons designated by the Agent in its sole and absolute discretion) as the Grantor's true and lawful attorney-in-fact, and to the extent permitted by applicable law authorizes the Agent and any of the Agent's designees, in the Grantor's or the Agent's name, to take any action and execute any instrument which the Agent may deem necessary or advisable to accomplish the purposes of this Agreement, if the Grantor fails to take such action or execute such instrument within a reasonable time after the Agent's written request therefor, from and after the occurrence and during the continuation of an Event of Default and the giving by the Agent of notice to the Grantor of the Agent's intention to enforce its rights and claims against the Grantor, including, without limitation, to the extent permitted by applicable law, authorization to (i) endorse the Grantor's name on all applications, documents, papers and instruments necessary or, in the commercially reasonable business judgment of the Agent, desirable, for the Agent in the use of the Trademarks or the Trademark Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Trademark Licenses to anyone in a commercially reasonable manner and on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Trademark Licenses, to anyone in a commercially reasonable manner and on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Trademark Licenses as the Agent, in its commercially reasonable business judgment, deems necessary. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of

attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Credit Agreement shall have been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Trademark Licenses may be located or deemed located. Upon the occurrence and during the continuation of an Event of Default and the election by the Agent to exercise any of its remedies under Section 9-504 of the Uniform Commercial Code with respect to the Trademarks and Trademark Licenses, the Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Trademark Licenses to the Agent or any transferee of the Agent and to execute and deliver to the Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the exercise of the Agent's commercially reasonable judgment, to effect such assignment, conveyance and transfer. All of the Agent's rights and remedies with respect to the Trademarks and the Trademark Licenses, whether established hereby, by the Credit Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. It is hereby expressly agreed that upon the occurrence and during the continuation of an Event of Default, the Agent may exercise any of the rights and remedies provided in this Agreement and any other of the other Loan Documents, in accordance with the terms hereof and thereof and to the extent permitted by applicable law.

15. Successors and Assigns. This Agreement shall be binding upon the Grantor and its successors and assigns, and shall inure to the benefit of the Agent and its permitted successors and assigns. The Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for the Grantor; provided, however, that the Grantor shall not voluntarily assign or transfer its rights or obligations hereunder without the Agent's prior written consent.

16. Governing Law. THIS AGREEMENT AND THE OBLIGATIONS ARISING HEREUNDER SHALL BE GOVERNED IN ALL RESPECTS, INCLUDING ALL MATTERS OF CONSTRUCTION, VALIDITY AND PERFORMANCE, BY, AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE LAWS AND DECISIONS OF THE STATE OF NEW YORK WITHOUT REGARD TO THE PRINCIPLES THEREOF REGARDING CONFLICTS OF LAW, AND ANY APPLICABLE LAWS OF THE UNITED STATES OF AMERICA.

17. Notices. All notices or other communications hereunder shall be given in the manner and delivered to the addresses set forth in the Credit Agreement.

18. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.


19. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

20. Recordation of Agreement. The Agent intends to record this Agreement with the United States Patent and Trademark Office.

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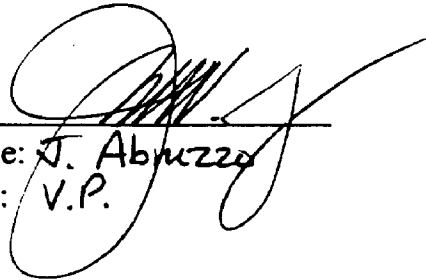
IN WITNESS WHEREOF, the Grantor has duly executed this Agreement as of the day and year first above written.

HAMPTON INDUSTRIES, INC.

By: 
Name: Frank Simms
Title: CEO

By its acceptance hereof as of the day and year first above written, the Agent agrees to be bound by the provisions hereof.

THE CHASE MANHATTAN BANK,
as Administrative Agent

By: 
Name: J. Abuzzo
Title: V.P.

Schedule A
to
Trademark Security Agreement

Schedule A
To
Trademark Security Agreement

U.S. Trademark Registrations

Owned and Registered to Hampton Industries, Inc.

(Also see Samsons regs. assigned to Hampton following this listing)

<u>Trademark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
✓ Above Average	1,867,066	12/13/94	12/13/04
✓ Alvin Joseph	1,141,369	11/11/80	11/11/00
✓ Barnaby	1,573,530	12/26/89	12/26/99
Bath Pals	2,081,392	07/22/97	07/22/07
✓ Blue Co.	1,990,758	08/06/96	08/06/06
✓ Blue Co. By Le Tigre	1,828,355	03/29/94	03/29/04
✓ Candy Hill	925,547	11/14/71	11/14/01
✓ Chartwell	1,428,452	02/10/87	02/10/07
✓ Coolant	1,173,408	10/13/81	10/13/01
✓ De Sica	880,013	11/04/69	11/04/99
Flipbox	2,224,085	02/16/99	02/16/09
✓ Four Freedom	777,903	09/29/64	09/29/04
✓ Fuel Injection	1,356,847	08/27/85	08/27/05
✓ Gentleman's Touch	1,972,716	05/07/96	05/07/06
✓ Giani Blues	1,616,828	10/09/90	10/10/00
✓ Giani Leone	1,318,290	02/05/85	02/05/05
✓ Golden V	1,434,807	03/31/87	03/31/07
Hampco	1,018,058	08/12/75	08/12/05
Hampton	522,109	05/14/50	03/14/00
Hampton	1,240,458	05/31/83	05/31/03
✓ Hampton Girl	1,160,139	07/07/81	07/07/01
✓ Hunters Lane	1,077,506	11/15/77	11/15/07
✓ Ivy Classics	1,176,328	11/03/81	11/03/01
✓ J.M. Hollander	1,845,665	07/19/94	07/19/04
✓ Jet Crew	711,543	02/21/61	02/21/01

Kaynee	90,312	02/18/13	02/18/03
✓ Kaynee (stylized (Kaynee Company)	1,302,781	10/30/84	10/30/04
✓ Kaynee Quality	1,143,481	12/16/80	12/16/00
✓ Lion Logo	1,163,841	08/04/81	08/04/01
✓ Lion Logo	1,527,000	02/28/89	02/28/09
✓ Lion/HI and logo	1,524,573	02/14/89	02/14/09
✓ Loosen-up	1,722,121	10/06/92	10/06/02
✓ Mr. Ralph	748,522	04/23/63	04/23/03
Nexpander	662,880	06/10/58	06/10/98*
		*renewal pending	
✓ Nex-Sizer	793,380	07/27/65	07/27/05
✓ Night Games	1,103,086	09/26/78	09/26/98
✓ Northern Lakes	1,974,663	05/21/96	05/21/06
✓ Pillow Tuff	2,171,204	07/07/98	07/07/08
✓ Prepshirt	910,937	04/06/71	04/06/01
✓ RAP	1,664,182	11/12/91	11/12/01
✓ RAF and logo	1,674,294	02/04/92	02/04/02
✓ Rainbow Road	1,164,723	08/11/81	08/11/01
Razorfish	2,225,585	02/23/99	02/23/09
✓ Robe Makers	1,141,832	11/15/80	11/15/00
Say-Lu	1,629,253	12/25/90	12/25/00
✓ Sea-Aire	1,256,968	11/08/83	11/08/03
✓ Shirt Street	1,016,360	07/22/75	07/22/05
✓ Slouchers	1,928,149	10/17/95	10/17/05
✓ Stir-ups	1,031,523	01/27/76	01/27/06
✓ Tommies	1,659,005	10/01/91	10/01/01
✓ Two East	995,656	10/15/74	10/15/04

✓ Valiant	1,156,450	06/02/81	06/02/01
✓ Walt Wear Apparel	1,241,267	06/07/83	06/07/03
✓ Woodland	1,077,514	11/15/77	11/15/07
✓ Woodland	1,623,748	11/20/90	11/20/00
✓ Youngbloods	956,981	04/10/73	04/10/03
✓ Youngbloods	1,165,650	08/18/81	08/18/01
✓ Zany Kaynee	1,129,321	01/15/80	01/05/00

SY

U.S. Trademark Registrations Once Owned
and in the Name of Samsons Inc. -- Assigned to Hampton Industries,
merger recorded May 30, 1997, Reel 1595/0072.

Corrections to original assignment for MADE ON EARTH and RUGGED
COUNTRY OUTFITTERS recorded 7/31/97, Reel/Frame 1613/0019 .

<u>Mark</u>	<u>Reg. No.</u>	<u>Reg. Date</u>	<u>Renewal</u>
Campus and Design	189,503	09/23/24	09/23/04
✓ Donegal	582,599	11/24/53	11/24/03
✓ Samsons	702,976	08/16/60	08/16/00
Campus	925,567	12/14/71	12/14/01
✓ Studio One	1,146,437	01/27/81	01/27/01
✓ One University Place	1,179,319	11/24/81	11/24/01
Le Tigre	1,186,863	01/19/82	01/19/02
Le Tigre & Tiger Design	1,187,764	01/26/82	01/26/02
✓ Nationwide Penncraft	1,187,802	01/26/82	01/26/02
✓ Nationwide Penncraft	1,187,803	01/26/82	01/26/02
✓ Campus Le Tigre & Tiger	1,188,721	02/02/82	02/02/02
✓ Design Nationwide Penncraft & Design			
	1,192,818	03/30/82	03/30/02
✓ Le Tigre Jr.	1,196,301	05/25/82	05/25/02

✓ Campusport	1,211,658	10/05/82	10/05/02
✓ Rugged Country	1,371,468	11/19/85	11/19/05
✓ Made on Earth	1,415,062	10/28/86	10/28/06*
✓ J.J. Cochran	1,433,445	03/17/87	03/17/07
Le Tigre & Tiger Design	1,490,278	05/31/88	05/31/08
X-Statx	1,564,672	11/07/89	11/07/99
X-Statx	1,636,969	03/05/91	03/05/01
✓ Rugged Country Outfitters	1,918,082	09/12/95	09/12/05

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Foreign Registrations Now in the Name
of Hampton Industries, Inc.

U.K. Registrations- Merger from Samsons Inc. to Hampton recorded certificate dated October 24, 1997

Country	Mark	Reg. No.	Issued	Renewal
✓ U.K.	CAMPUS LETIGRE and des.	1137117	07/15/90	2001
✓ U.K.	CAMPUSPORT	1188458	01/12/83	2004
✓ U.K.	CAMPUS	690017	06/20/50	1999*
✓ U.K.	CAMPUS	819001	04/04/61	2006
✓ U.K.	CAMPUS	1133277	05/06/80	2001
✓ U.K.	LE TIGRE	1486648	12/19/91	2008

*renewal pending

Japanese Registrations: Merger from Samsons Inc. to Hampton recorded January 12, 1998:

Country	Mark	Reg. No.	Issued	Renewal
✓ Japan	J.J. COCHRAN	2430702	06/30/92	2002
✓ Japan	CAMPUS	2072503	08/29/88	1998*
✓ Japan	LeTIGRE	2004347	11/20/87	2007
		Ren. Between	05/21/07 11/20/07	

*renewal pending

Canadian Trademark Registrations
Owned and in the Name of
Hampton Industries, Inc.

These marks were assigned from Kaynee/Piedmont to Hampton Industries, Inc.

Country	Mark	Reg. No.	Renewal
✓ Canada	NEXPANDER	135,103	03/26/09
✓ Canada	KAYNEE	116/27151	09/01/02

*

Canadian Trademark Registrations
Owned and in the Name of
Samsons Inc.

Country	Mark	Reg. No.	Issued	Renewal
✓ Canada	CAMPUS	112,454	12/05/58	12/05/03
✓ Canada	J.J. COCHRAN	374,990	11/02/90	11/02/05

Foreign Trademark Registrations
Owned and in the Name of
Samsons Inc.

<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Req. Date</u>	<u>Renal</u>
✓ Benelux	Tiger Design	367,346	08/18/80	2000
✓ Chile	CAMPUS	390.314	04/30/82	2002
✓ Costa Rica	LE TIGRE	62,883 11,134	11/07/83	2003
✓ Costa Rica	TIGRE design	62,884	11/07/83	2003
✓ Denmark	Le Tigre	04124/1993	06/11/93	2003
✓ Dom. Republic	CAMPUS LETIGRE	36,067	03/07/83	2003
✓ El Salvador	CAMPUS	65/84	11/26/80	2000
✓ El Salvador	LE TIGRE	205 Book 74	04/17/98	2008
✓ France	JOE COLLEGE	1,621,501	10/16/90	2000
✓ France	LE TIGRE	1,697,097	11-03-81	2001
✓ France	LE TIGRE/des.	1,697,098	11/03/81	2001
✓ France	Tiger design	1,697,096	11/03/81	2001
✓ International	CAMPUS	R320.792	10/16/86	2006
✓ International	CAMPUS	456,922	10/04/80	2000
✓ Ireland	CAMPUS	93/808	02/13/79	2000
✓ Ireland	LE TIGRE	98614	07/28/80	2001
✓ Ireland	Tiger design	98613	07/28/80	2001
✓ Israel	campus	53325	12/01/81	2002
✓ Israel	Le Tigre & design	53326	12/01/81	2002
✓ Israel	Tiger Design	53327	12/01/81	2002

✓ Italy	CAMPUS LE TIGRE design	387,244	01/10/86	2006
✓ Liechtenstein	CAMPUS LE TIGRE design	6441	01/13/83	2003
✓ Lichtenstein	LE TIGRE	6442	01/13/83	2003
✓ Mexico	CAMPUS	285,614	12/06/82	2002
✓ Mexico	LE TIGRE	516805	02/14/96	1/6/2004
✓ Panama	LE TIGRE	034,432	03/07/90	2000
✓ Philippines	CAMPUS	32136	07/18/83	2003
✓ Philippines	LETIGRE/des.	38697	04/18/88	2008
✓ Philippines	CAMPUS/LE TIGRE and des.	48194	02/29/88	2008
✓ Puerto Rico	CAMPUS	25,630	05/04/84	2004
✓ Singapore	WINGS	14277	09/28	2000
✓ Singapore	CAMPUS	5328/81	12/02/81	2002
✓ Singapore	LE TIGRE	5329/81	12/02/81	2002
✓ South Korea	NEXPANDER	193,003	02/20/89	1999
✓ South Korea	NEX-SIZER	193,004	02/20/89	1999
✓ Switzerland	LE TIGRE	325,446	10/17/83	2003
✓ Switzerland	Tiger design	325,608	10/20/83	2002
✓ Taiwan	CAMPUS	199,554	02/01/83	2002
✓ Venezuela	CAMPUS not using Venezuela Campus mark ltr. 3/1998	42954 F	11/29/62	1992*

*renewal pending

Trademark Pending Applications
Owned by Hampton Industries, Inc.

Country	Mark	Ser. No.	Filed
U.S. 12/23/98	EIOCLIMATIC	75/611,509	
El Salvador	LE TIGRE	520-94	02/15/94

Schedule B
to
Trademark Security Agreement

Schedule B
to
TRADEMARK SECURITY AGREEMENT

<u>Mark</u>	<u>Licensor Named in Trademark Security Agreement</u>
John Henry	Supreme International Corporation
Looney Tunes	Warner Bros. Consumer Products
Justin	BootRoyalty Company, L.P.
Goodnight	The Goodnight Family, LLC
Dickies	Williamson-Dickie Co.
Joe Boxer	Boxer Holdings, Inc.
Spalding	Spalding Sports Worldwide
Top Flite	Spalding Sports Worldwide
Etonic	Spalding Sports Worldwide
Bugle Boy	Bugle Boy Industries, Inc.
Nautica	Nautica Apparel, Inc.
Rawlings	Rawlings Sporting Goods Company, Inc.
Angel's Flight	The Community Redevelopment Agency of the City of Los Angeles-No Royalty
Pinnacle	Pine State Knitwear Company, Inc. - No Royalty
French Connection	French Connection Ltd. - No Royalty

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

On the 27th day of April, 1999 before me personally came _____, to me known, who being by me duly sworn, did depose and say that he is _____ of Hampton Industries, Inc., the corporation described in and which executed the foregoing instrument in favor of the Chase Manhattan Bank, as Administrative Agent, and that he signed his name thereto by authority of the board of directors of said corporation.



Notary Public

MADELINE STIRBER
Notary Public, State of New York
No. 01-4843262
Qualified in Suffolk County
Commission Expires January 31, 1999