

06-21-2000

MRD

5-26-00



101386139

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

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

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other

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

Citizenship/State of Incorporation/Organization

06/21/2000 DNGUYEN 00000106 75519297

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
300.00 DP

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

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

TRADEMARK
REEL: 002090 FRAME: 0051

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75519297"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75519285"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1857684"/>	<input type="text" value="1879705"/>	<input type="text" value="2273761"/>
<input type="text" value="1561043"/>	<input type="text" value="2082490"/>	<input type="text" value="2057811"/>
<input type="text" value="1792689"/>	<input type="text" value="2371719"/>	<input type="text" value="2057810"/>

Number of Properties Enter the total number of properties involved.

#

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

\$

Method of Payment: Enclosed Deposit Account

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

Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

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

Karen E. Carter



5/25/00

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 05/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

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1719641	<input type="text"/>	<input type="text"/>
1909959	<input type="text"/>	<input type="text"/>
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TRADEMARK AND LICENSE SECURITY AGREEMENT

This TRADEMARK AND LICENSE SECURITY AGREEMENT ("Agreement"), dated as of April 28, 2000, is made by PAUL HARRIS STORES, INC., PAUL HARRIS MERCHANDISING, INC., PAUL HARRIS RETAILING, INC., PAUL HARRIS DISTRIBUTING, INC., THE J. PETERMAN COMPANY, PETERMAN WORLDWIDE CORP., each an Indiana corporation, and PETERMAN PROPERTY CORP., a Delaware corporation (each, a "Borrower" and collectively, "Borrowers"), and LASALLE BANK NATIONAL ASSOCIATION, a national banking association ("Lender"), whose address is 135 South LaSalle Street, Chicago, Illinois 60603.

WITNESSETH:

WHEREAS, Lender and Borrowers have entered into that certain Amended and Restated Loan and Security Agreement, dated of even date herewith (the "Loan Agreement") pursuant to which, among other things, Borrowers have granted to the Lender a security interest in substantially all of their assets to secure the Borrowers' prompt and complete payment, performance and/or observance of all of the Borrowers' obligations and liabilities under or in connection with the Loan Agreement and the Borrowers' obligations and liabilities under any other Loan Document (the "Obligations"); and

WHEREAS, Lender has required, as a further condition to entering into the Loan Agreement and to secure the Obligations thereunder that the Borrowers execute this Agreement.

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, Borrowers agree as follows:

1. Defined Terms.

- (i) Unless otherwise defined herein, the capitalized terms used herein which are defined in the Loan Agreement shall have the meanings specified in the Loan Agreement.
- (ii) 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 section and schedule references are to this Agreement unless otherwise specified.
- (iii) 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. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, Borrowers hereby grant to Lender a security interest, with power of sale (to the extent permitted by applicable law) in all of Borrowers' interest in now owned or existing and filed and hereafter acquired or arising and filed:

- (i) trademarks, registered trademarks and trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications, and service mark registrations, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on Schedule A, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable 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, (c) the right to sue for past, present and future infringements and dilutions thereof, and (d) all of Borrowers' rights corresponding thereto throughout the world (all of the foregoing registered trademarks, trademark applications, registered service marks and service mark applications, together with the items described in clauses (a)-(d) in this paragraph 2(i), being sometimes hereinafter individually and/or collectively referred to as the "Trademarks");
- (ii) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and
- (iii) license agreements with any other party in connection with any Trademarks or such other party's trademarks, registered trademarks, trademark applications, trademark registrations, trade names, service marks, registered service marks, service mark applications and service mark registrations, whether Borrowers are licensors or licensees under any such license agreement, including, but not limited to, the license agreements listed on Schedule B, and the right upon the occurrence and during the continuance of an Event of Default to use the foregoing in connection with the enforcement of Lender's rights under the Loan Agreement (all of the foregoing being hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this Section 2, the Licenses shall not include any license agreement which by its terms prohibits the grant of the security interest contemplated by this Agreement.

3. Restrictions on Future Agreements. Borrowers will not, without Lender's prior written consent, which consent will not be unreasonably withheld absent the occurrence or continuance of an Event of Default under the Loan Agreement, enter into any agreement, including,

without limitation, any license agreement, which is inconsistent with this Agreement, and Borrowers further agree that they will not take any action, and will use their best efforts not to permit any action to be taken by others subject to their control, including licensees, or fail to take any action, which would in any material respect affect the validity or enforcement of the rights and interests of Lender under this Agreement or the rights associated with those Trademarks which are necessary or desirable in the operation of Borrowers' businesses.

4. New Trademarks and Licenses. Borrowers represent and warrant that the Trademarks and Licenses listed on Schedule A and Schedule B, respectively, include all of the Trademarks and Licenses now owned or held by Borrowers. If, prior to the termination of this Agreement, Borrowers shall (i) obtain rights to any new Trademark or Licenses or (ii) become entitled to the benefit of any new or existing Trademark or License, the provisions of Section 2 shall automatically apply thereto and Borrowers shall give to Lender prompt written notice thereof. Borrowers hereby authorize Lender to unilaterally modify this Agreement by (a) amending Schedule A or Schedule B, as the case may be, to include any Trademarks or Licenses which are described under Section 2, or under this Section 4, and (b) filing with the Patent and Trademark Office, in addition to and not in substitution for, this Agreement, a duplicate original of this Agreement or an appropriate document evidencing this Agreement containing on Schedule A or Schedule B thereto, as the case may be, the revised list of Trademarks and/or Licenses under Section 2 or this Section 4. Notwithstanding the foregoing, the Borrowers hereby agree that Lender's security interest shall extend to all of the collateral listed in Section 2 and this Section 4, regardless of whether Lender actually amends Schedule A and Schedule B.

5. Royalties. Borrowers hereby agree that the use by Lender of the Trademarks and Licenses as described in Section 2 and Section 4 and as authorized hereunder shall be, to the extent permitted by applicable law, co-extensive with Borrowers' rights thereunder and with respect thereto and without any liability for royalties or other related charges from Lender to Borrowers.

6. Nature and Continuation of Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall remain in full force and effect until the Obligations have been paid in full and the Loan Agreement terminated. At such time, the rights granted to Lender hereunder shall also terminate.

7. Right to Inspect; Further Assignments and Security Interests. Lender shall have the right, consistent with the Loan Agreement at any reasonable time and from time to time, to inspect Borrower's premises and to examine Borrowers' books, records, and operations relating to the Trademarks and the Licenses, including, without limitation, Borrowers' quality control processes; *provided, that* in conducting such inspections and examinations, Lender shall use reasonable efforts not to disturb unnecessarily the conduct of Borrowers' ordinary business operations. Upon the occurrence and continuance of an Event of Default, and subject to the terms of the Loan Agreement, Borrowers agree that Lender or a conservator appointed by Lender, shall have the right to establish

such reasonable additional product quality controls as Lender or such conservator, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by Borrowers under the Trademarks or the Licenses. Borrowers agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior written consent of Lender.

8. Duties of Borrowers. Borrowers shall have the duty, to the extent desirable in the normal conduct of Borrowers' business and consistent with Borrowers' current business practices: (i) to prosecute diligently any trademark applications or registrations or service mark applications or registrations that are part of the Trademarks pending as of the date hereof or thereafter until the termination of this Agreement, (ii) to make applications for trademarks and service marks as Borrower deems appropriate, and (iii) to take reasonable steps to preserve and maintain all of Borrower's rights in the trademark and service mark applications and trademark and service mark registrations that are part of the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Borrowers. Borrowers shall not abandon any material trademark or service mark which is the subject of a registered trademark, service mark or application therefor and which is or shall be necessary or economically desirable in the operation of the Borrowers' business. Borrowers agree to retain an experienced trademark attorney reasonably acceptable to Lender for the filing and prosecution of all such applications and other proceedings. Lender shall not have any duty with respect to the Trademarks or Licenses. Without limiting the generality of the foregoing, Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks and Licenses against any other parties, but may do so at its option during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Borrowers and added to the Obligations secured hereby.

9. Lender's Right to Sue. From and after the occurrence and during the continuance of an Event of Default, and subject to the terms of the Loan Agreement, Lender shall have the right, but shall not be obligated, to bring suit to enforce the Trademarks and the Licenses and, if Lender shall commence any such suit, Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such enforcement. Borrowers shall, upon demand, promptly reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this Section 9 (including, without limitation, all reasonable attorneys' and paralegals' fees). If, for any reason whatsoever, Lender is not reimbursed with respect to the costs and expenses referred to in the preceding sentence, such costs and expenses shall be added to the Obligations secured hereby.

10. Waivers. No course of dealing between Borrowers and Lender, and no failure to exercise or delay in exercising on the part of Lender any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver of any of Lender's rights, powers or privileges. No single or partial exercise of any right, power or privilege hereunder or under the Loan Agreement shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

11. Lender's Exercise of Rights and Remedies Upon Default. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement, or any other agreement executed in connection therewith. Without limiting the generality of the foregoing, Borrowers acknowledge and agree that (i) the Trademarks and the Licenses comprise a portion of the Collateral and Lender shall have the right to exercise its rights under the Loan Agreement with respect to the Trademarks and the Licenses to the same extent as with respect to all other items of Collateral described therein, and (ii) from and after the occurrence and during the continuance of an Event of Default, Lender or its nominee may use the Trademarks and Licenses to complete the manufacture of, assemble, package, distribute, prepare for sale and sell the Inventory, or for any other purpose in connection with the conduct of Borrowers' businesses.

12. Intent-to-Use Applications. Notwithstanding any provision of this Agreement, the applicable Uniform Commercial Code or any other agreement or law, in no event shall any party be required or permitted to assign, convey or transfer any trademark or service mark that is the subject of an application for registration under Section 1(b) of the Lanham Act (15 U.S.C. § 1051(b)), as amended, prior to the filing of the verified statement of use under Section 1(d) of the Lanham Act (15 U.S.C. § 1051(d)), as amended.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 2 and Section 4 hereof or by a writing signed by the parties hereto.

15. Cumulative Remedies; Power of Attorney. All of Lender's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently. Borrower hereby irrevocably appoints Lender as Borrowers' attorney-in-fact, with full authority in the place and stead of Borrowers and in the name of Borrowers or otherwise to carry out the acts described below upon the occurrence and during the continuance of an Event of Default. Subject to the terms of the Loan Agreement, upon the occurrence and during the continuance of an Event of Default Borrowers hereby authorize Lender to, in its sole discretion, (i) endorse Borrowers' name on all applications, documents, papers and instruments necessary or desirable for Lender in the use of the Trademarks and the Licenses, (ii) take any other actions with respect to the Trademarks and the Licenses as Lender deems are in its best interest, (iii) grant or issue any exclusive or nonexclusive license under

the Trademarks to anyone on commercially reasonable terms, and (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone on commercially reasonable terms. Lender shall take no action pursuant to subsection (i), (ii), (iii) or (iv) of this Section 15 without taking like action with respect to the entire goodwill of Borrowers' business connected with the use of, and symbolized by, such Trademarks. Borrowers hereby ratifies all that such attorney-in-fact 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 this Agreement shall have been terminated pursuant to Section 6 hereof. Borrowers acknowledge and agree that this Agreement is not intended to expand, limit or restrict in any way the rights and remedies of Lender under the Loan Agreement, but rather is intended to facilitate the exercise of such rights and remedies. Lender 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, respectively, either (y) the Trademarks may be located or deemed located, or (z) the Licenses were granted.

16. Binding Effect; Benefits. This Agreement shall be binding upon Borrowers and their successors and assigns, and shall inure to the benefit of Lender and its nominees, successors and assigns. Borrowers' successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for Borrowers; *provided, however* that Borrowers shall not voluntarily assign their obligations hereunder without the prior written consent of Lender.

17. Governing Law. This Agreement shall be governed by and construed in accordance with the internal laws (as distinguished from the conflicts of law provisions) and decisions of the State of Illinois governing contracts to be performed entirely within such state. Borrowers hereby consents to the exclusive jurisdiction of any state or federal court located within the County of Cook in the State of Illinois or, at the sole option of Bank, in any other court in which Bank shall initiate legal or equitable proceedings and which has subject matter jurisdiction over the matter in controversy. Borrowers further waive personal service of any and all process upon them, and consent that all such service of process be made in the manner set forth in the Loan Agreement. Borrowers further waive any right they may otherwise have to collaterally attack any judgment entered against them.

18. Jury Trial. Bank and Borrowers each hereby waive the right to trial by jury in any action or proceeding based upon, arising out of, or in any way relating to: (i) this Agreement; (ii) any other present or future instrument or agreement between Bank and Borrowers; or (iii) any conduct, acts or omissions of Bank or Borrowers or any of their partners, directors, officers, employees, agents, attorneys or any other persons affiliated with Bank or Borrowers, in each of the foregoing cases, whether sounding in contract or tort or otherwise.

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

20. Section Headings. The section headings herein are for convenience of reference only and shall not affect in any way the interpretation of any of the provisions hereof.

21. 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.

22. Right of Recordal of Security Interest. Lender shall have the right, but not the obligation, at the expense of Borrowers, to record this Agreement or appropriate substitute in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Lender, and Lender shall advise Borrowers of such recordals. Upon satisfaction in full of the Obligations and termination of the Loan Agreement, Borrowers shall have the right to effect recordal of such satisfaction or termination at the expense of Borrowers in the United States Patent and Trademark Office and with such other recording authorities deemed reasonable and proper by Borrowers. Lender and Borrowers shall cooperate to effect all such recordals hereunder.

[Signature Page Follows]

[SIGNATURE PAGE TO TRADEMARK AND LICENSE SECURITY AGREEMENT]

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

PAUL HARRIS STORES, INC.

By: [Signature]
Its: V.P. Finance Controller & Corporate Secretary

PAUL HARRIS MERCHANDISING, INC.

By: [Signature]
Its: V.P. Secretary & Treasurer

PAUL HARRIS RETAILING, INC.

By: [Signature]
Its: V.P. Secretary & Treasurer

PAUL HARRIS DISTRIBUTING, INC.

By: [Signature]
Its: V.P. Secretary & Treasurer

THE J. PETERMAN COMPANY

By: [Signature]
Its: V.P. Secretary & Treasurer

PETERMAN PROPERTY CORP.

By: [Signature]
Its: V.P. Secretary & Treasurer

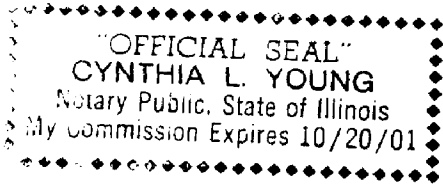
PETERMAN WORLDWIDE CORP.

By: [Signature]
Its: V.P. Secretary & Treasurer

STATE OF IL)
) SS
COUNTY OF COOK)

The foregoing Trademark and License Security Agreement was executed and acknowledged before me this 28th day of April, 2000, by Keith Himmel, personally known to me to be an authorized signatory on behalf of each such entity.

(SEAL)



Notary Public Cynthia L. Young
My commission expires 10/20/01

TRADEMARK AND LICENSE SECURITY AGREEMENT
SCHEDULE A

I. PETERMAN PROPERTY CORP.

A. United States Trademark and Service Mark Registrations

Mark	Registration Number
OWNER'S MANUAL	1,857,684
Design Only ("HORSEMAN Design Logo")	1,561,043
THE J. PETERMAN CO.	1,792,689
Design Only ("HORSEMAN Design Logo")	1,879,705
PETERMAN'S EYE	2,082,490
THE J. PETERMAN GIFT BOOK	2,371,719
J. PETERMAN (Signature Logo)	2,273,761
1903	2,057,811
1903 (Stylized)	2,057,810
BOOTY, SPOILS AND PLUNDER	1,719,641
THE J. PETERMAN COMPANY	1,909,959

B. Pending United States Trademark and Service Mark Applications

Mark	Serial Number
J. PETERMAN'S MOVIE LEGENDS and Design	75/519,297
J. PETERMAN'S MOVIE LEGENDS and Design	75/519,285

C. United States Common Law Trademarks and Service Marks

Mark

Passport Stamps Design

Horseman Design

BOOTY, SPOILS AND PLUNDER

J. PETERMAN CO.

THE J. PETERMAN COMPANY

1903

1903 and Design

THE J. PETERMAN COMPANY STORE

THE J. PETERMAN WAREHOUSE STORE

J. PETERMAN Signature Logo

OWNER'S MANUAL

FOUND IN J. PETERMAN'S ATTIC

THE J. PETERMAN COAT

THE J. PETERMAN COMPANY and Design

J. PETERMAN

THE J. PETERMAN CO.

Indianapolis Passports Stamps Design

D. Foreign Trademark and Service Mark Registrations and Applications

Mark

Registration/Serial Number and Country

HORSEMAN Design Logo

Reg. No. 784,645 (Community Trade Mark)

HORSEMAN Logo

Reg. No. 1,312,987 (China)

THE J. PETERMAN COMPANY

Serial No. 784678 (Community Trade Mark)

THE J. PETERMAN CO.

Reg. No. 2,707,354 (Japan)

THE J. PETERMAN COMPANY / THE J. PETERMAN CO.	Reg. No. 2,003,930 (U. K.)
HORSEMAN Design Logo	Reg. No. 2,711,244 (Japan)
HORSEMAN Design Logo	Reg. No. 2,720,025 (Japan)
HORSEMAN Logo	Reg. No. 603,059 (Mexico)
THE J. PETERMAN CO.	Reg. No. 1,305,420 (China)
THE J. PETERMAN CO.	Reg. No. 601,354 (Mexico)
THE J. PETERMAN CO.	Reg. No. 1,283,626 (China)
THE J. PETERMAN CO.	Pending Application (Mexico)
OWNER'S MANUAL	Serial No. 784,975 (Community Trade Mark)
THE J. PETERMAN CO.	2,709,981 (Japan)
OWNER'S MANUAL	Pending Application (Mexico)

II. PAUL HARRIS STORES, INC.

A. United States Trademark and Service Mark Registrations

Mark	Registration Number
PAUL HARRIS and Design	1,111,822
PAUL HARRIS and Design	1,128,654
PASTA and Design	1,375,997
PASTA	1,939,313
PASTA and Design	1,945,049
PAUL HARRIS	1,972,214
HABERDASHER	2,062,540
ELOQUENCE and Design	1,205,518
R.M.C.C. and Design	1,198,867
CALLA LILLY and Design	1,198,866

B. Pending United States Trademark and Service Mark Applications

Mark	Serial Number
WEAR WITH ALLS	75/589,119 (Notice of Allowance 1/25/00)
LIFE GOES ON	75/589,116 (Notice of Allowance 1/25/00)

C. United States Common Law Trademark and Service Marks

Mark

PAUL HARRIS DIRECT
PAUL HARRIS DESIGN
PAUL HARRIS SPORT
PAUL HARRIS DENIM
PHD

TRADEMARK AND LICENSE SECURITY AGREEMENT

SCHEDULE B

(NONE)