

12-12-2000



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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

Execution Date
Month Day Year

Name

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/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
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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.)

FOR OFFICE USE ONLY

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 the 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: 002188 FRAME: 0210

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,081,392"/>	<input type="text" value="2,318,868"/>	<input type="text" value="1,990,758"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,428,452"/>	<input type="text" value="2,224,085"/>	<input type="text" value="777,903"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,356,847"/>	<input type="text" value="1,972,716"/>	<input type="text" value="1,318,290"/>

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.

Najja J. Carraway *Najja J. Carraway* 11/03/2000
Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
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

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DBA/AKA/TA

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Registration Number(s)

1,434,807	1,018,058	522,109
1,240,458	1,077,506	90,312
1,302,781	1,163,841	1,527,000
1,524,573	1,722,121	748,522
662,880	793,380	1,103,086
1,974,663	2,171,204	1,674,294
2,225,585	1,629,253	1,256,968

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
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Registration Number(s)

1,016,360	1,928,149	1,031,523
995,656	1,241,267	1,077,514
956,981	1,165,650	189,503
582,599	1,186,863	1,187,764
1,187,802	1,187,803	1,188,721
1,192,818	1,196,301	1,211,658
1,371,468	1,415,062	1,433,445

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

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Execution Date
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Registration Number(s)

1,490,278	1,564,672	1,636,969
1,918,082	<input type="text"/>	<input type="text"/>
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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** is made this 31st day of October, 2000, between **HAMPTON INDUSTRIES, INC.**, a North Carolina corporation having its principal place of business at 2000 Greenville Highway, Kinston, North Carolina 28502 (the "Company"), and **FLEET CAPITAL CORPORATION**, a Rhode Island corporation having an office at 300 Galleria Parkway, N.W., Suite 800, Atlanta, Georgia 30339, in its capacity as collateral and administrative agent for the Lenders (as hereinafter defined) (together with its successors in such capacity, "Agent").

Recitals:

The Company desires to obtain loans and other financial accommodations from certain financial institutions ("Lenders") as are parties from time to time to that certain Loan Agreement dated the date hereof by and among the Company, Agent and the various financial institutions from time to time party thereto (collectively, "Lenders") (hereinafter referred to, together with all amendments thereto, as the "Loan Agreement");

Lenders are willing to make loans and other financial accommodations to the Company from time to time, pursuant to the terms of the Loan Agreement, provided the Company executes this Agreement.

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Company hereby agrees with Agent as follows:

1. Capitalized terms used herein (including those used in the Recitals hereto), unless otherwise defined, shall have the meanings ascribed to them in the Loan Agreement.
2. To secure the prompt payment and performance of the Obligations, the Company hereby pledges, assigns and grants to Agent, for its benefit and the pro rata benefit of Lenders, a continuing security interest in and lien upon all of the following property of the Company, whether now owned or existing or hereafter created or acquired (the "Trademark Collateral"):
 - (a) all trademarks, trademark registrations, tradenames and trademark applications, including, without limitation, the trademarks and applications listed on Exhibit A attached hereto and made a part hereof (as the same may be amended from time to time), and (i) all renewals thereof, (ii) all income, royalties, damages and payments now or hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and applications,

together with the items described in clauses (i)-(iv), are hereinafter collectively referred to as the "Trademarks");

(b) the goodwill of the Company's business connected with and symbolized by the Trademarks; and

(c) all proceeds of the foregoing.

3. The Company represents and warrants to Agent and Lenders that:

(a) Each of the Trademarks is subsisting and has not been adjudged invalid or unenforceable;

(b) To the best of Borrower's knowledge, upon filing of this Agreement in the United States Patent and Trademark Office, this Agreement will create a legal and valid perfected lien upon and security interest in the Collateral (other than foreign trademarks), enforceable against Company and all third Persons in accordance with its terms;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third Person;

(d) The Company has the unqualified right to enter into this Agreement and perform its terms;

(e) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable; and

(f) The Company is the sole and exclusive owner of the entire right, title and interest in and to all of the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Company not to sue third Persons.

4. The Company covenants and agrees with Agent and Lenders that:

(a) The Company will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will, upon Agent's request, provide Agent quarterly with a certificate to that effect in the form attached hereto as Exhibit B executed by an officer of the Company;

(b) The Company will not change the quality of the products associated with the Trademarks without Agent's prior written consent; and

(c) The Company has used and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of each Trademark listed on Exhibit A marked with a "check (✓)" and any other Trademark which is or at any time

becomes material to the operation of the Company's business (the "Material Trademarks"), including, without limitation, filing an affidavit of use with the United States Patent and Trademark Office for each Material Trademark as required by Applicable Law to maintain the registration thereof without loss of protection therefor.

5. The Company hereby authorizes Agent, and its employees and agents (and any Lender or Lenders and their respective employees and agents), the right to visit the Company's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. The Company shall do any and all acts required by Agent to ensure the Company's compliance with paragraph 4(c) of this Agreement.

6. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, the Company shall not enter into any license agreement relating to any of the Trademarks with any Person except licenses to customers of the Company in the regular and ordinary course of the Company's business as presently conducted and for reasonable and customary compensation, and shall not become a party to any agreement with any Person that is inconsistent with the Company's duties under this Agreement.

7. If, before the Obligations have been satisfied in full, the Company shall obtain rights to any new trademarks, or become entitled to the benefit of any trademark application or trademark or any renewal of any Trademark, the provisions of paragraph 2 hereof shall automatically apply thereto, and the Company shall give to Agent prompt notice thereof in writing.

8. The Company irrevocably authorizes and empowers Agent to modify this Agreement by amending Exhibit A to include any future trademarks and trademark applications within the definition of Trademarks under paragraph 2 or paragraph 7 hereof.

9. At any time an Event of Default exists, Agent shall have, in addition to all other rights and remedies given it by this Agreement, all rights and remedies under Applicable Law and all rights and remedies of a secured party under the UCC. Without limiting the generality of the foregoing, Agent may immediately, for its benefit and the pro rata benefit of Lenders, without demand of performance and without notice (except as described in the next sentence, if required by Applicable Law), or demand whatsoever to the Company, each of which the Company hereby expressly waives, collect directly any payments due the Company in respect of the Trademark Collateral, or sell at public or private sale or otherwise realize upon all or from time to time, any of the Trademark Collateral. The Company hereby agrees that seven (7) days written notice to the Company of any public or private sale or other disposition of any of the Trademark Collateral shall be reasonable notice; provided, however, that no notice shall be required hereunder if not otherwise required by Applicable Law. At any such sale or disposition, Agent may, to the extent permitted by law, purchase the whole or any part of the Trademark Collateral sold, free from any right of redemption on the part of the Company, which right the Company hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Trademark Collateral all costs and expenses incurred by Agent in enforcing its rights hereunder (including, without limitation, all reasonable attorneys' fees), Agent shall apply the remainder of such proceeds to the payment of the

Obligations in such order and manner as may be authorized or required by the Loan Agreement. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Company. If any deficiency shall arise, the Company and each guarantor of the Obligations shall remain jointly and severally liable to Agent and Lenders therefor.

10. The Company hereby makes, constitutes and appoints Agent and any officer or agent of Agent as Agent may select, as the Company's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Company's name on all applications, documents, papers and instruments necessary for Agent to continue the registration of or to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other Person, or to assign, pledge, convey or otherwise transfer title in or dispose of any Trademark Collateral to any other Person. The Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated.

11. At such time as all of the Obligations shall have been satisfied finally and in full and the Loan Agreement shall have been terminated, Agent shall execute and deliver to the Company, without representation, warranty or recourse and at the Company's expense, all releases or other instruments necessary to terminate Agent's security interest in the Trademark Collateral subject to any disposition thereof which may have been made by Agent pursuant to the terms of this Agreement or any of the Loan Documents.

12. Any and all fees, costs and expenses, of whatever kind or nature (including, without limitation, reasonable attorneys' fees and legal expenses) incurred by Agent or any Lender in connection with the preparation of this Agreement and any other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) with the United States Patent and Trademark Office or in any other public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, Liens or otherwise protecting, maintaining, or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall be borne and paid by the Company (it being the intent of the Company and Agent that the Company shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all renewal fees with respect to the Trademarks) or, if paid by Agent in its sole discretion, shall be reimbursed by the Company **on demand** by Agent and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest per annum rate in effect from time to time under the Loan Agreement.

13. The Company shall use its best efforts to detect any infringers of the Material Trademarks and shall notify Agent in writing of infringements detected. The Company shall have the duty, through counsel acceptable to Agent, to make federal application on registrable but unregistered Trademarks (subject to Company's reasonable discretion in the Ordinary Course of Business or, during the existence of an Event of Default or a Default, promptly upon Agent's request), to file and prosecute opposition and cancellation proceedings, to file and prosecute lawsuits to enforce the Material Trademarks and to do any and all acts which are deemed necessary or

desirable by Agent to preserve and maintain all rights in the Material Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Company. The Company shall not abandon any right to file a trademark application, or any pending trademark application or trademark without the consent of Agent, unless such abandonment could not reasonably be expected to have a Material Adverse Effect.

14. If the Company at any time fails to comply with the provisions of paragraph 13 hereof, Agent shall have the right, but shall in no way be obligated, to bring suit instead in its own name to enforce the Material Trademarks and any license hereunder, or to defend any suit or counterclaim in its own name to protect the Material Trademarks or any license hereunder, in either of which events the Company shall at the request of Agent do any and all lawful acts (including bringing suit) and execute any and all proper documents required by Agent to aid such enforcement, or defense, and the Company shall promptly, **upon demand**, reimburse and indemnify Agent for all costs and expenses incurred in the exercise of Agent's rights under this paragraph 14.

15. If the Company fails to comply with any of its obligations hereunder, to the extent permitted by Applicable Law, Agent may do so in the Company's name or in Agent's name, in Agent's sole discretion, but at the Company's expense, and the Company agrees to reimburse Agent in full for all expenses, including, without limitation, reasonable attorneys' fees, incurred by Agent in prosecuting, defending or maintaining the Trademarks or Agent's interest therein pursuant to this Agreement.

16. No course of dealing between the Company and Agent or any Lender, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any Lender, any right, power or privilege hereunder or under any of the other Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. All of Agent's rights and remedies with respect to the Trademark Collateral, whether established hereby or by any of the other Loan Documents, or by any other agreements or by Applicable Law shall be cumulative and may be exercised singularly or concurrently.

18. 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.

19. This Agreement, together with the other Loan Documents, constitutes and expresses the entire understanding of the parties hereto with respect to the subject matter hereof, and supercedes all prior agreements and understandings, inducements or conditions, whether expressed or implied, oral or written. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 8 hereof.

20. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of the Agent and of each Lender and upon the successors of the Company. The Company shall not assign its rights or delegate its duties hereunder without the prior written consent of Agent.


21. The Company hereby waives notice of Agent's acceptance hereof.

22. This Agreement shall be governed by and construed in accordance with the internal laws of the State of Georgia.

23. To the fullest extent permitted by Applicable Law, the Company and Agent each waives the right to trial by jury in any action, suit, proceeding or counterclaim of any kind arising out of or related to this Agreement or the Trademark Collateral.

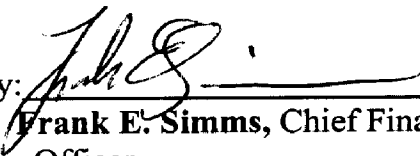
WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:



Roger M. Eichel, Secretary
[CORPORATE SEAL]

HAMPTON INDUSTRIES, INC.
("Company")

By: 

Frank E. Simms, Chief Financial
Officer

Accepted in Atlanta, Georgia:

FLEET CAPITAL CORPORATION,
as Agent ("Agent")

By: 

Title: _____

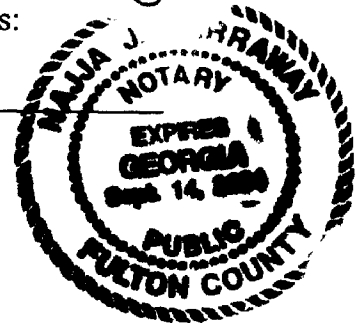
STATE OF GEORGIA)
)
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared Frank E. Simms, Chief Financial Officer of **HAMPTON INDUSTRIES, INC.**, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31st day of October, 2000.

Najia J. Carraway
Notary Public
My Commission Expires:

[NOTARIAL SEAL]



STATE OF GEORGIA)
)
COUNTY OF FULTON)

BEFORE ME, the undersigned authority, on this day personally appeared WESLEY MANUS of **FLEET CAPITAL CORPORATION**, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN UNDER MY HAND AND SEAL OF OFFICE on this 31st day of October, 2000.

Najia J. Carraway
Notary Public
My Commission Expires:

[NOTARIAL SEAL]

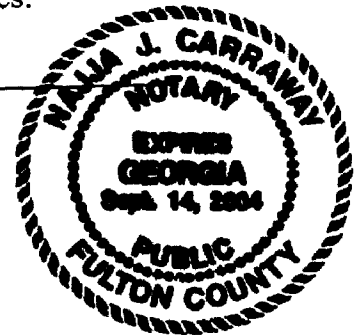


EXHIBIT ATrademarks

	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Issue Date</u>
	Bath Pals	United States	2,081,392	07/22/97
	Bioclimatic	United States	2,318,868	02/15/00
	Blue Co.	United States	1,990,758	08/06/96
	Chartwell	United States	1,428,452	02/10/87
√	Flipbox	United States	2,224,085	02/16/99
	Four Freedom	United States	777,903	09/29/64
	Fuel Injection	United States	1,356,847	08/27/85
	Gentleman's Touch	United States	1,972,716	05/07/96
	Giani Leone	United States	1,318,290	02/05/85
	Golden V	United States	1,434,807	03/31/87
√	Hampco	United States	1,018,058	08/12/75
√	Hampton	United States	522,109	05/14/50
√	Hampton	United States	1,240,458	05/31/83
	Hunters Lane	United States	1,077,506	11/15/77
√	Kaynee	United States	90,312	02/18/13
√	Kaynee (stylized Kaynee Company)	United States	1,302,781	10/30/84
	Lion Logo	United States	1,163,841	08/04/81
	Lion Logo	United States	1,527,000	02/28/89
	Lion/Hi and logo	United States	1,524,573	02/14/89
	Loosen-up	United States	1,722,121	10/06/92
	Mr. Ralph	United States	748,522	04/23/63
√	Nexpander	United States	662,880	06/10/58
	Nex-Sizer	United States	793,380	07/27/65
	Night Games	United States	1,103,086	09/26/78

	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Issue Date</u>
	Northern Lakes	United States	1,974,663	05/21/96
	Pillow Tuff	United States	2,171,204	07/07/98
	RAF and logo	United States	1,674,294	02/04/92
	Razorfish	United States	2,225,585	02/23/99
	Say-Lu	United States	1,629,253	12/25/90
	Sea-Aire	United States	1,256,968	11/08/83
	Shirt Street	United States	1,016,360	07/22/75
	Slouchers	United States	1,928,149	10/17/95
	Stir-ups	United States	1,031,523	01/27/76
	Two East	United States	995,656	10/15/74
	Walt Wear Apparel	United States	1,241,267	06/07/83
	Woodland	United States	1,077,514	11/15/77
	Youngbloods	United States	956,981	04/10/73
	Youngbloods	United States	1,165,650	08/18/81
√	Campus and Design	United States	189,503	09/23/24
	Donegal	United States	582,599	11/24/53
√	Le Tigre	United States	1,186,863	01/19/82
√	Le Tigre & Tiger Design	United States	1,187,764	01/26/82
	Nationwide Penncraft	United States	1,187,802	01/26/82
	Nationwide Penncraft	United States	1,187,803	01/26/82
	Campus Le Tigre & Tiger	United States	1,188,721	02/02/82
	DesignNationwide Penncraft & Design	United States	1,192,818	03/30/82
	Le Tigre Jr.	United States	1,196,301	05/25/82
	Campusport	United States	1,211,658	10/05/82
	Rugged Country	United States	1,371,468	11/19/85
	Made on Earth	United States	1,415,062	10/28/86
	J.J. Cochran	United States	1,433,445	03/17/87

	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Issue Date</u>
√	Le Tigre & Tiger Design	United States	1,490,278	05/31/88
	X-Statx	United States	1,564,672	11/07/89
	X-Statx	United States	1,636,969	03/05/91
	Rugged Country Outfitters	United States	1,918,082	09/12/95
	CAMPUSPORT	U.K.	1188458	01/12/83
	CAMPUS	U.K.	690017	06/20/50
	CAMPUS	U.K.	819001	04/04/61
	LE TIGRE	U.K.	1486648	12/19/91
	J.J. COCHRAN	Japan	2430702	06/30/92
	CAMPUS	Japan	2072503	08/29/88
	LeTIGRE	Japan	2004347	11/20/87
	NEXPANDER	Canada	135,103	03/26/09
	KAYNEE	Canada	116/27151	09/01/02
	CAMPUS	Canada	112,454	12/05/58
	J.J. COCHRAN	Canada	374,990	11/02/90
	CAMPUS	Chile	390,314	04/30/82
	LE TIGRE	Costa Rica	62,883 11,134	11/07/893
	TIGRE design	Costa Rica	62,884	11/07/83
	Le Tigre	Denmark	04124/1993	06/11/93
	CAMPUS LETIGRE	Dom. Republic	36,067	03/07/83
	LE TIGRE	El Salvador	205 Book 74	04/17/98
	LE TIGRE	France	1,697,097	11/03/81
	LE TIGRE/des.	France	1,697,098	11/03/81
	Tiger design	France	1,697,096	11/03/81
	CAMPUS	Indonesia	158014	05/31/83
	CAMPUS	International	R320.792	09/16/86
	CAMPUS	International	456,922	12/04/80
	LE TIGRE	Ireland	98614	07/28/80

	<u>Trademark</u>	<u>Jurisdiction</u>	<u>Registration No.</u>	<u>Issue Date</u>
	Tiger design	Ireland	98613	07/28/80
	Campus	Israel	53325	12/01/81
	Le Tigre & design	Israel	53326	12/01/81
	Tiger Design	Israel	53327	12/01/81
	CAMPUS LE TIGRE design	Liechtenstein	6441	01/13/83
	LE TIGRE	Liechtenstein	6442	01/13/83
	CAMPUS	Mexico	285,614	12/06/82
	LE TIGRE	Mexico	516805	02/14/96
	CAMPUS	Philippines	32136	07/18/83
	LETIGRE/des.	Philippines	38697	04/18/88
	CAMPUS.LE TIGRE and des.	Philippines	48194	02/29/88
	CAMPUS	Puerto Rico	25,630	05/04/84
	CAMPUS	Singapore	5328/81	12/02/81
	LE TIGRE	Singapore	5329/81	12/02/81
	LE TIGRE	Singapore	5329/81	12/02/81
	LE TIGRE	Switzerland	325,446	10/17/83
	Tiger design	Switzerland	325,608	10/20/83
	CAMPUS	Taiwan	199,554	02/01/83

Trademark Applications

Trademark

Jurisdiction

Serial No.

Application Date

None

EXHIBIT B
CERTIFICATE

The undersigned officer of **HAMPTON INDUSTRIES, INC.** (the "Company"), DOES HEREBY CERTIFY to **FLEET CAPITAL CORPORATION** ("Agent") as agent for itself and certain other financial institutions ("Lenders") as are parties from time to time to the Loan and Security Agreement among Agent, the Company and Lenders, that the quality of the products associated with the Trademarks listed on Exhibit A of the Trademark Security Agreement dated October ____, 2000, between the Company and Agent (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this __ day of _____,
_____.

HAMPTON INDUSTRIES, INC.

By: _____

Title: _____

SCHEDULE A

Trademark

Jurisdiction

Registration No.