



Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

1. Name of conveying party(ies):

BARNEY'S INC.

7.23.02

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

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

3. Nature of conveyance:

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

Execution Date: July 15, 2002

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation, as Administrative Agent

Internal

Address: _____

Street Address: 800 Connecticut Ave, Two North

City: Norwalk State: CT Zip: 06854

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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

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

A. Trademark Application No.(s) _____
see attached Schedule I

B. Trademark Registration No.(s) _____
see attached Schedule I

Additional number(s) attached Yes No

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

Name: Brenda Strickland

Internal Address: Paul, Hastings, Janofsky & Walker LLP

Street Address: 1055 Washington Boulevard

City: Stamford State: CT Zip: 06901

6. Total number of applications and registrations involved: _____

44

7. Total fee (37 CFR 3.41).....\$ 1,115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Brenda Strickland
Name of Person Signing

Brenda Strickland
Signature

07/16/2002
Date

Total number of pages including cover sheet, attachments, and document: **30**

08/12/2002 TDIAZI 0000077 397423

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

01 FC:481 40.00 OP
02 FC:482 1075.00 OP

TRADEMARKS

Owner	Trademark	Status	Application Number	Registration Number	Classes(es)
BARNEY'S, INC.	AMERICA HOUSE	Registered	397423	1323819	42
BARNEY'S, INC.	BABY LOGO	Registered	75/297335	2163999	10, 24, 25
BARNEY'S, INC.	BARNEY'S	Renewed	136187	740068	25
BARNEY'S, INC.	BARNEY'S	Registered	397428	1337912	18, 21, 25, 40, 42
BARNEY'S, INC.	BARNEY'S CHELSEA PASSAGE	Registered	397708	1328560	21, 42
BARNEY'S, INC.	BARNEY'S CORPORATE PROGRAM	Registered	397429	1321351	42
BARNEY'S, INC.	BARNEY'S NEW YORK	Registered	397427	1332229	21, 25, 40, 42
BARNEY'S, INC.	BARNEYS	Registered	397425	1371828	42
BARNEY'S, INC.	BARNEYS NEW YORK	Registered	74/698082	2073088	42
BARNEY'S, INC.	BARNEYS NEW YORK	Registered	75/273941	2571696	[18,] 24, 25, [28]
BARNEY'S, INC.	BARNEYS NEW YORK & LION DESIGN	Published	76/007053		18, 24, 25, 28
BARNEY'S, INC.	BARNEYS NEW YORK & LION DESIGN	Registered	75/981426	2583246	24, 25
BARNEY'S, INC.	BARNEYS NEW YORK (STYLIZED)	Renewed	792604	1620003	25, 42
BARNEY'S, INC.	BARNEYS NEW YORK FREE STUFF	Published	76/050007		35
BARNEY'S, INC.	BARNEYS NEW YORK MADISON AVENUE	Published	76/143228		25
BARNEY'S, INC.	BARNEYS NEW YORK OFFSPRING	Published	76/210450		35
BARNEY'S, INC.	BARNEYS NEW YORK PROCREATION	Published	75/876415		25
BARNEY'S, INC.	BARNEYS NEW YORK PROCREATION	Registered	75/981207	2526032	25
BARNEY'S, INC.	CHEEKY, HAPPY, HIP	Registered	76/254052	2520141	35
BARNEY'S, INC.	CHEEKY, HAPPY, HIP & DOUBLE PARAKEET DESIGN	Registered	76/261420	2520176	35
BARNEY'S, INC.	CHELSEA PASSAGE	Registered	74/139558	1793956	42
BARNEY'S, INC.	CO-OP	Published	75/865764		3, 18, 25, 35
BARNEY'S, INC.	CO-OP BARNEYS NEW YORK	Published	75/865763		3, 18, 25, 35
BARNEY'S, INC.	CO/OP (STYLIZED)	Registered	75/222841	2130404	25
BARNEY'S, INC.	CO/OP BARNEYS NEW YORK	Registered	685577	1535382	25
BARNEY'S, INC.	DI GRAZZO (SCRIPT)	Renewed	503277	434297	25

TRADEMARKS

Owner	Trademark	Status	Application Number	Registration Number	Classes(es)
BARNEY'S, INC.	ENGLISH ROOM	Registered	397426	1323820	42
BARNEY'S, INC.	FRED'S AT BARNEY'S NEW YORK	Registered	75/172667	2144170	42
BARNEY'S, INC.	GET IT RIGHT	Registered	76/084625	2501785	35, 40
BARNEY'S, INC.	GET IT RIGHT & SILHOUETTE DESIGN	Published	76/261421		35, 40
BARNEY'S, INC.	GIVE GOOD GIFT	Registered	76/086488	2479769	35
BARNEY'S, INC.	INTERNATIONAL HOUSE	Registered	397422	1348017	25, 42
BARNEY'S, INC.	LION DESIGN	Published	76/007054		18, 24, 25, 28
BARNEY'S, INC.	LION DESIGN	Registered	75/981502	2559933	24, 25
BARNEY'S, INC.	LOOK	Registered	74/579035	1992444	3
BARNEY'S, INC.	OAK ROOM	Registered	397420	1290494	42
BARNEY'S, INC.	SELECT, DON'T SETTLE.	Registered	74/030677	1678142	42
BARNEY'S, INC.	SELECT, DON'T SETTLE. (STYLIZED)	Registered	74/173714	1683409	42
BARNEY'S, INC.	SILHOUETTE OF MAN DESIGN	Registered	76/086496	2535904	35, 40
BARNEY'S, INC.	TASTE, LUXURY, HUMOR	Registered	76/283654	2552600	35
BARNEY'S, INC.	THE BOOK OF KNOWLEDGE	Registered	75/555824	2294407	16
BARNEY'S, INC.	THE FOUNDATION	Published	76/368542		35
BARNEY'S, INC.	THE FOUNDATION (STYLIZED)	Published	76/389133		35
BARNEY'S, INC.	THE R.S.V.P. ROOM AT BARNEY'S	Registered	397431	1290496	42

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This **INTELLECTUAL PROPERTY SECURITY AGREEMENT** (together with all amendments, if any, from time to time, this "Agreement"), dated as of July 15, 2002, is made by **EACH OF THE GRANTORS LISTED ON THE SIGNATURE PAGES HERETO AND EACH ADDITIONAL PARTY WHICH BECOMES A GRANTOR HERETO PURSUANT TO SECTION 11 HEREOF** (collectively, "Grantors" and each, a "Grantor"), in favor of **GENERAL ELECTRIC CAPITAL CORPORATION**, a Delaware corporation, in its capacity as administrative agent (in such capacity, the "Administrative Agent") for itself and the lenders from time to time party to the Credit Agreement described below (collectively, the "Lenders").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Credit Agreement, dated as of July 15, 2002 (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "Credit Agreement"), among the Grantors, the Administrative Agent and the Lenders, the Lenders have agreed to make certain loans and other financial accommodations to the Grantors from time to time;

WHEREAS, in order to secure the prompt and complete payment, observance and performance of (i) all the Obligations and (ii) all the Grantors' obligations and liabilities hereunder and in connection herewith (all the Obligations and such obligations and liabilities hereunder being hereinafter referred to collectively as the "Liabilities"), the Administrative Agent and the Lenders have required as a condition, among others, to entering into the Credit Agreement that the Grantors execute and deliver this Agreement; and

WHEREAS, in order to induce the Administrative Agent and the Lenders to enter into the Credit Agreement and other Loan Documents and to induce the Lenders to make loans and other financial accommodations to the Grantors as provided for in the Credit Agreement, each of the Grantors desires to grant a continuing Lien on the Intellectual Property Collateral to the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, to secure all of the Obligations.

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in to the Credit Agreement, and the following shall have (unless otherwise provided elsewhere in this Agreement) the following respective meanings (such meanings being equally applicable to both the singular and plural form of the terms defined):

"Copyright License" means any and all rights now owned or hereafter acquired by any Grantor under any written agreement granting any right to use any Copyright or Copyright registration.

“Copyrights” means all of the following: (a) all copyrights and General Intangibles (as defined in Article 9 of the Uniform Commercial Code as in effect on the date hereof in the State of New York) of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including all registrations, recordings and applications in the United States Copyright Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof, and (b) all reissues, extensions or renewals thereof.

“Patent License” means rights now owned or hereafter acquired under any written agreement by any Grantor granting any right with respect to any Patent in existence.

“Patents” means all of the following: (a) all letters patent of the United States or of any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or of any other country, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State, or any other country, and (b) all reissues, continuations, continuations-in-part or extensions thereof.

“Trademark License” means rights under any written agreement now owned or hereafter acquired by any Grantor granting any right to use any Trademark.

“Trademarks” means all of the following: (a) all trademarks, trade names, corporate names, business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof, and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof; (b) all reissues, extensions or renewals thereof; and (c) all goodwill associated with or symbolized by any of the foregoing.

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. (a) To secure the prompt and complete payment, performance and observance of all the Obligations, each of the Grantors hereby grants, assigns, conveys, mortgages, pledges, hypothecates and transfers to the Administrative Agent, for itself and the benefit of the Lenders, a continuing first priority security interest in and Lien upon all of its right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired by or arising in favor of such Grantor and whether owned or consigned by or to, or licensed from or to, such Grantor (collectively, the “Intellectual Property Collateral”):

(i) all of its Patents and Patent Licenses to which it is a party including those referred to on Schedule I hereto;

(ii) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(iii) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

(iv) all reissues, continuations or extensions of the foregoing;

(v) all goodwill of the business connected with the use of, and symbolized by each Trademark and each Trademark License; and

(vi) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (A) infringement of any Patent or Patent licensed under any Patent License, (B) infringement or dilution of any Trademark or any Trademark licensed under any Trademark License, (C) injury to the goodwill associated with any Trademark or Trademark licensed under any Trademark License, and (D) infringement of any Copyright or any Copyright licensed under any Copyright License.

(b) In addition, to secure the prompt and complete payment, performance and observance of the Obligations and in order to induce the Administrative Agent and the Lenders as aforesaid, each Grantor hereby grants to the Administrative Agent, for itself and the benefit of the Lenders, a right of setoff, against the property of such Grantor held by the Administrative Agent or any Lender, consisting of property described above in Section 2(a) now or hereafter in the possession or custody of or in transit to the Administrative Agent or any Lender, for any purpose, including safekeeping, collection or pledge, for the account of such Grantor, or as to which such Grantor may have any right or power.

3. REPRESENTATIONS AND WARRANTIES. Each Grantor jointly and severally represents and warrants that:

(a) Such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto.

(b) This Agreement is effective to create a valid and continuing Lien on and, upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements in such Grantor's jurisdiction of incorporation or organization, all action necessary or otherwise requested by the Administrative Agent to protect and perfect the Administrative Agent's Lien on such Grantor's Patents, Trademarks and Copyrights shall have been duly taken, and the Administrative Agent's Lien is enforceable as such against all creditors or and purchasers from such Grantor.

(c) No security agreement, financing statement or other public notice with respect to all or any part of the Intellectual Property Collateral is on file or of record in any public office, except such as have been filed in favor of the Administrative Agent for the benefit of the Administrative Agent, the Lenders and the other Holders pursuant to this Agreement.

4. COVENANTS. Each Grantor jointly and severally covenants and agrees with the Administrative Agent, for the benefit of the Administrative Agent and the Lenders, that from and after the date hereof and until the Commitment Termination Date:

(a) Such Grantor shall cooperate fully with the Administrative Agent and the Lenders to ensure the prompt filing and recordation of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and in the states of such Grantor's incorporation or organization.

(b) Such Grantor shall notify the Administrative Agent immediately if it knows that any application or registration relating to any material Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding such Grantor's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(c) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving the Administrative Agent written notice thereof within at least within thirty (30) Business Days after such filing, and, upon request of the Administrative Agent, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to the Administrative Agent) to evidence the Administrative Agent's, Lien on such Patent, Trademark or Copyright, and the General Intangibles (as defined in Article 9 of the Uniform Commercial Code as in effect on the date hereof in the State of New York) of such Grantor relating thereto or represented thereby.

(d) Such Grantor shall take all actions necessary or requested by the Administrative Agent to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings and prompt payment of maintenance or renewal fees.

(e) In the event that any of the Intellectual Property Collateral is materially infringed upon, or misappropriated or diluted by any Person, such Grantor shall notify the Administrative Agent promptly after such Grantor learns thereof. Such Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly take such actions to enforce its rights and protect such Intellectual Property Collateral, whether by action, suit, proceeding or otherwise, as such Grantor shall deem necessary or appropriate under the circumstances in its reasonable business judgment or as the Administrative Agent may otherwise request.

(f) Such Grantor agrees that it will not take any action, and will use best efforts not to permit any action to be taken by its employees, agents, designees or licensees, or fail to take any action, which could reasonably be expected to have a material adverse effect on the validity or enforcement of the rights collaterally assigned to the Administrative Agent under this Agreement or the rights associated with any Intellectual Property Collateral.

(g) Such Grantor will keep and maintain at its own cost and expense satisfactory and complete records of the Intellectual Property Collateral. The Grantors will mark their books and records pertaining to the Intellectual Property Collateral to evidence this Agreement and the security interests granted hereby.

(h) Such Grantor will not create, incur or permit to exist, will defend the Administrative Agent, Lenders or the other Holders against, and will take such other action as is necessary to remove any Lien or claim on or to the Intellectual Property Collateral other than the Liens created hereby. Such Grantor will advise the Administrative Agent promptly of any Lien on any of the Intellectual Property Collateral.

(i) Such Grantor will pay and discharge or otherwise satisfy at or before maturity, or before they become delinquent, as the case may be, all taxes, assessments and governmental charges or levies imposed upon the Intellectual Property Collateral or in respect of income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Intellectual Property Collateral.

(j) The Grantors hereby agree that when an Event of Default has occurred and is continuing, the use by the Administrative Agent of the Intellectual Property Collateral as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under Section 10 hereof or pursuant to Section 7 of the Security Agreement shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Administrative Agent, the Lenders or the other Holders to such Grantor.

(k) Such Grantor agrees, except as provided in Section 9.02 of the Credit Agreement, not to directly or indirectly sell, assign, transfer or otherwise dispose of their respective interests in the Intellectual Property Collateral without the prior and express written consent of the Administrative Agent. From and after the occurrence and during the continuance of an Event of Default, such Grantor agrees that the Administrative Agent, or a conservator appointed by the Administrative Agent, shall have the right to establish such reasonable quality controls as the Administrative Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of inventory marketed by such Grantor under the Intellectual Property Collateral or in connection with which such the Intellectual Property Collateral is used.

5. SECURITY AGREEMENT. The security interests granted pursuant to this Agreement are granted in conjunction with the security interests granted to the

Administrative Agent pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of the Administrative Agent with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon another any such communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be addressed to the party to be notified at the address, and given in the manner required by, Section 13.08 of the Credit Agreement.

8. ADMINISTRATIVE AGENT'S RIGHT TO SUE. From and after the occurrence and during the continuance of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce Intellectual Property Collateral and, if the Administrative Agent shall commence any such suit, the Grantors shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents required by the Administrative Agent in aid of such enforcement. The Grantors shall, upon demand, promptly reimburse the Administrative Agent for all costs and expenses incurred by the Administrative Agent in the exercise of its rights under this Section 8 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Administrative Agent).

9. POWER OF ATTORNEY. Each of the Grantors agrees, upon the request of the Administrative Agent and promptly following such request, to take any action and execute any instrument which the Administrative Agent may deem necessary or advisable to accomplish the purposes of this Agreement. Each of the Grantors hereby irrevocably designates, constitutes and appoints the Administrative Agent (and all Persons designated by the Administrative Agent in its sole and absolute discretion) with full power of substitution, as such Grantor's true and lawful attorney-in-fact, with full power and authority in the name of such Grantor, or in its own name, from time to time in the Administrative Agent's discretion upon the occurrence and during the continuance of an Event of Default, for the purpose of carrying out the terms of this

Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes hereof and, without limiting the generality of the foregoing, hereby give the Administrative Agent the power and right on behalf of such Grantor, without notice or assent by such Grantor, to the extent permitted by applicable law, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Administrative Agent in the use, prosecution or protection of the Intellectual Property Collateral, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Intellectual Property Collateral to anyone on commercially reasonable terms (but subject to the terms thereof), (iii) grant or issue any exclusive or nonexclusive license under the Intellectual Property Collateral (not to conflict with any existing license) or under the licenses, to anyone on commercially reasonable terms (but only, in the case of licenses, to the extent permitted under such licenses), and (iv) take any other actions with respect to the Intellectual Property Collateral or, to the extent permitted, the licenses as the Administrative Agent deems in its own best interest or in the best interest of the Lenders. Each of the Grantors hereby ratifies all that such attorney shall lawfully do or, to the extent permitted, 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 in cash and the Credit Agreement shall have been terminated. Each of the Grantors acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent, the Lenders under the Loan Documents, but rather is intended to facilitate the exercise of such rights and remedies.

10. EVENT OF DEFAULT; CUMULATIVE REMEDIES. The Administrative 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 Intellectual Property Collateral may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default, each of the Grantors agrees to assign, convey and otherwise transfer title in and to the Intellectual Property Collateral to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion exercised in a commercially reasonable manner, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Intellectual Property Collateral, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. 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, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Loan Documents, including, but not limited to, the right to sell, transfer or otherwise dispose of any and all finished goods inventory bearing the Trademarks, Patents or Copyrights in any manner determined solely by the Administrative Agent. Each of the Grantors agree that any notification of intended disposition of any of the Intellectual Property Collateral required by law shall be deemed reasonable and properly given if given at least ten (10) Business Days before such disposition. Each of the Grantors hereby agree that they shall have no right to satisfy the Administrative Agent's rights to equitable remedies by the payment of money damages, and nothing contained in this Agreement will restrict the Administrative Agent's rights to obtain equitable remedies for breaches of this

Agreement. To the extent permitted by applicable law, each of the Grantors waives all claims, damages, and demands it may acquire against the Administrative Agent arising out of the lawful exercise by it of its rights hereunder.

11. ADDITIONAL GRANTORS. The initial Grantors hereunder shall be the signatories hereto on the date hereof. From time to time subsequent to the date hereof, additional Grantors may become parties hereto as additional Grantors (each, an "Additional Grantor"), by executing a counterpart of this Agreement substantially in the form of Exhibit A attached hereto. Upon delivery of any such counterpart to the Administrative Agent, notice of which is hereby waived by each of the Grantors, each Additional Grantor shall be a Grantor and shall be as fully a party hereto as if such Additional Grantor were an original signatory hereto. Each Grantor expressly agrees that its obligations arising hereunder shall not be affected or diminished by the addition or release of any other Grantor hereunder nor by any election of the Administrative Agent not to cause any Grantor to become an Additional Grantor hereunder. This Agreement shall be fully effective as to any Grantor that is or becomes a party hereto regardless of whether any other Person becomes or fails to become or ceases to be a Grantor hereunder.

12. TERMINATION. The security interest granted by each of the Grantors under this Agreement shall terminate against all the Intellectual Property Collateral upon final payment in full in cash of the Obligations and termination of the Commitments. Upon such termination and at the written request of each of the Grantors or its successors or assigns, and at the cost and expense of each of the Grantors or its successors or assigns, the Administrative Agent shall execute in a timely manner a satisfaction of this Agreement and such instruments, documents or agreements as are necessary or desirable to terminate and remove of record any documents constituting public notice of this Agreement and the security interests and assignments granted hereunder.


13. NO STRICT CONSTRUCTION. The parties hereto have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises, this Agreement shall be construed as if drafted jointly by the parties hereto and no presumption or burden of proof shall arise favoring or disfavoring any party by virtue of the authorship of any provisions of this Agreement.

14. ADVICE OF COUNSEL. Each of the parties represents to each other party hereto that it has discussed this Agreement with its counsel.

[remainder of page intentionally left blank]

IN WITNESS WHEREOF, each of the Grantors has caused Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BARNEY'S, INC.
BARNEYS AMERICA, INC.
BARNEYS (CA) LEASE CORP.
BARNEYS (NY) LEASE CORP.
BASCO ALL-AMERICAN SPORTSWEAR
CORP.
BNY LICENSING CORP.
BARNEYS AMERICA (CHICAGO) LEASE
CORP.

By 
Name: Steven M. Feldman
Title: Executive Vice President and
Chief Financial Officer

GENERAL ELECTRIC CAPITAL
CORPORATION, as Administrative Agent

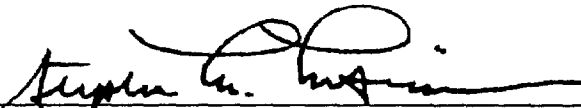
By 
Name: Stephen M. Metivier
Title: Vice President

EXHIBIT A

**COUNTERPART TO INTELLECTUAL
PROPERTY SECURITY AGREEMENT**

This counterpart, dated _____, 200__, is delivered pursuant to Section 11 of that certain Intellectual Property Security Agreement, dated as of July 15, 2002 (as from time to time amended, modified or supplemented, the "Agreement"; the terms defined therein and not otherwise defined herein being used as therein defined), among Barney's, Inc., Barneys America, Inc., Barneys (CA) Lease Corp., Barneys (NY) Lease Corp., Basco All-American Sportswear Corp., BNY Licensing Corp., and Barneys America (Chicago) Lease Corp., and General Electric Capital Corporation, as Administrative Agent. The undersigned hereby agrees (i) that this counterpart may be attached to the Agreement, and (ii) that the undersigned will comply with and be subject to, including representations and warranties, all the terms and conditions of the Agreement as if it were an original signatory thereto.

[NAME OF ADDITIONAL GRANTOR]

By: _____
Name:
Title:

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
None			

II. PATENT APPLICATIONS

<u>Grantor</u>	<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
None.			

III. PATENT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
None.			

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
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See attached schedule.

II. TRADEMARK APPLICATIONS

<u>Grantor</u>	<u>Mark</u>	<u>Application No.</u>	<u>Date</u>
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See attached schedule.

III. TRADEMARK LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See attached schedule.

Wednesday, July 10, 2002 Country List

Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
Country: CN China								
BARNEYS	Registered	BARNEY107	92061022	19-Sep-1992	669267	14-Dec-1993	13-Dec-2003	CLM
Owner: BARNEY'S, INC.						Classes: 3		mji
BARNEYS	Registered	BARNEY108	92061023	19-Sep-1992	663885	28-Oct-1993	27-Oct-2003	CLM
Owner: BARNEY'S, INC.						Classes: 14		mji
BARNEYS	Registered	BARNEY109	92061024	19-Sep-1992	664723	07-Nov-1993	06-Nov-2003	CLM
Owner: BARNEY'S, INC.						Classes: 16		mji
BARNEYS	Registered	BARNEY110	92061026	19-Sep-1992	663808	28-Oct-1993	27-Oct-2003	CLM
Owner: BARNEY'S, INC.						Classes: 18		mji
BARNEYS	Registered	BARNEY111	92061026	19-Sep-1992	664760	07-Nov-1993	06-Nov-2003	CLM
Owner: BARNEY'S, INC.						Classes: 20		mji
BARNEYS	Registered	BARNEY112	92061027	19-Sep-1992	664768	07-Nov-1993	06-Nov-2003	CLM
Owner: BARNEY'S, INC.						Classes: 21		mji
BARNEYS	Registered	BARNEY113		28-Nov-1992	675785	28-Jan-1994	27-Jan-2004	CLM
Owner: BARNEY'S, INC.						Classes: 24		mji
BARNEYS	Registered	BARNEY114	92061029	19-Sep-1992	662948	20-Oct-1993	19-Oct-2003	CLM
Owner: BARNEY'S, INC.						Classes: 25		mji
BARNEYS	Registered	BARNEY161	960066691	05-Jun-1996	1097445	07-Sep-1997	07-Sep-2007	CLM
Owner: BARNEY'S, INC.						Classes: 40		mji
BARNEYS	Registered	BARNEY162	960066690	05-Jun-1996	1097745	07-Sep-1997	07-Sep-2007	CLM
Owner: BARNEY'S, INC.						Classes: 35		mji

Country: HK Hong Kong

BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY189	88/98	05-Jan-1998	12269/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC.						Classes: 03		MJI

Country List

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY190	89/98	05-Jan-1998	12270/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC.								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY191	90/98	05-Jan-1998	12271/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC.								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY193	92/98	05-Jan-1998	12272/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC.								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY194	93/98	05-Jan-1998	12273/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC.								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY195	94/98	05-Jan-1998	12274/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC.								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY196	95/98	05-Jan-1998	12275/99	05-Jan-1998	05-Jan-2005	CLM
Owner: BARNEY'S, INC.								
Country: IN India								
BARNEYS	Renewed	BARNEY115	536891	13-Sep-1990	536891B	13-Sep-1990	13-Sep-2004	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Renewed	BARNEY116	536892B	13-Sep-1990	536892B	13-Sep-1990	13-Sep-2004	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY117	537050	17-Sep-1990	537050B	17-Sep-1990	17-Sep-2004	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY118	536888	13-Sep-1990	536888	11-Sep-1990	11-Sep-2004	CLM
Owner: BARNEY'S, INC.								

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Renewed	BARNEY119	536894	13-Sep-1990	536894B	13-Sep-1990	13-Sep-2004	CLM
		Owner: BARNEYS, INC.			Classes: 20			MJI
BARNEYS	Renewed	BARNEY120	536889	13-Sep-1990	536890B	13-Sep-1990	13-Sep-2004	CLM
		Owner: BARNEYS, INC.			Classes: 21			MJI
BARNEYS	Registered	BARNEY121	536893	13-Sep-1990	536893B	13-Sep-1990	13-Sep-2004	CLM
		Owner: BARNEYS, INC.			Classes: 24			nji
BARNEYS	Renewed	BARNEY122	536890	13-Sep-1990	536890B	13-Sep-1990	13-Sep-2004	CLM
		Owner: BARNEYS, INC.			Classes: 25			nji

Country: ID Indonesia

BARNEYS	Registered	BARNEY168	HC010114002	05-Nov-1993	327608	05-Nov-1993	05-May-2003	CLM
		Owner: BARNEYS, INC.			Classes: 40			nji
BARNEYS	Registered	BARNEY169	HC010114003	05-Nov-1993	328818	15-Mar-1995	05-May-2003	CLM
		Owner: BARNEYS, INC.			Classes: 42			nji

Country: JP Japan

BARNEYS	Renewed	BARNEY048	99906/81		2131984	29-Apr-1989	28-Apr-2009	CLM
		Owner: BARNEYS, INC.			Classes: J17			nji
BARNEYS	Renewed	BARNEY049	704502/1997		1932216	25-Feb-1987	25-Feb-2007	CLM
		Owner: BARNEYS, INC.			Classes: J21			nji
BARNEYS	Renewed	BARNEY055	134468/1988	29-Nov-1988	2302529	27-Feb-1991	27-Feb-2011	CLM
		Owner: BARNEYS, INC.			Classes: 8, 14, 24 (reclassification)			MJI
BARNEYS	Registered	BARNEY056	134469/1988	29-Nov-1988	2311290	28-Jun-1991	28-Jun-2001	CLM
		Owner: BARNEYS, INC.			Classes: J20			nji
BARNEYS	Renewed	BARNEY057	134470/1988	29-Nov-1988	2345246	30-Oct-1991	30-Oct-2011	CLM
		Owner: BARNEYS, INC.			Classes: 16			MJI

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Renewed	BARNEY059	96253/89	24-Aug-1989	2385046	28-Feb-1992	28-Feb-2012	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY060	96254/89	24-Aug-1989	2423786	30-Jun-1992	28-Jun-2012	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY061	105038/1989	14-Sep-1989	2426232	30-Jun-1992	28-Jun-2012	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY062	96257/89	24-Aug-1989	2423787	30-Jun-1992	28-Jun-2012	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY065	96260/89	24-Aug-1989	2429666	30-Jun-1992	28-Jun-2012	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY106	96256/89	24-Aug-1989	2422229	30-Sep-1992	30-Sep-2002	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY171	57967/1994	10-Jun-1994	3234686	25-Dec-1996	25-Dec-2006	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY172	57968/1994	10-Jun-1994	3250070	31-Jan-1997	31-Jan-2007	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY173	88498/1994	31-Aug-1994	4021432	04-Jul-1997	04-Jul-2007	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Registered	BARNEY174	88499/1994	31-Aug-1994	3296543	25-Apr-1997	25-Apr-2007	CLM
Owner: BARNEY'S, INC.								
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY141	95891/1993	20-Sep-1993	3231024	29-Nov-1996	29-Nov-2006	CLM
Owner: BARNEY'S, INC.								
BARNEYS NEW YORK (STYLIZED)	Registered	BARNEY142	95892/1993	20-Sep-1993	3273487	04-Apr-1997	04-Apr-2007	CLM
Owner: BARNEY'S, INC.								
					Classes: 14			mji

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY143	95893/1993	20-Sep-1993	3273488	04-Apr-1997	04-Apr-2007	CLM
Owner: BARNEY'S, INC.								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY144	95894/1993	20-Sep-1993	3234685	25-Dec-1996	25-Dec-2006	CLM
Owner: BARNEY'S, INC.								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY145	95895/1993	20-Sep-1993	3320653	13-Jun-1997	13-Jun-2007	CLM
Owner: BARNEY'S, INC.								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY146	95896/1993	20-Sep-1993	3330933	11-Jul-1997	11-Jul-2007	CLM
Owner: BARNEY'S, INC.								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY147	95897/1993	20-Sep-1993	3265540	24-Feb-1997	24-Feb-2007	CLM
Owner: BARNEY'S, INC.								
BARNEY'S NEW YORK (STYLIZED)	Registered	BARNEY148	95898/1993	20-Sep-1993	3345087	05-Sep-1997	05-Sep-2007	CLM
Owner: BARNEY'S, INC.								
Country: KR Korea, South								
BARNEYS	Renewed	BARNEY002	89-10929	04-May-1989	193072	29-Jun-1990	29-Jun-2010	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Renewed	BARNEY004	89-10926	04-May-1989	199446	31-Aug-2000	31-Aug-2010	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Renewed	BARNEY005	89-10927	04-May-1989	199586	03-Sep-2000	03-Sep-2010	CLM
Owner: BARNEY'S, INC.								
BARNEYS	Renewed	BARNEY008	89-10930	04-May-1989	199696	03-Sep-2000	03-Sep-2010	CLM
Owner: BARNEY'S, INC.								

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Client: BARNE BARNEYS, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Renewed	BARNEY009	2000659	04-May-1989	12978	27-Nov-1990	27-Nov-2010	CLM
Owner: BARNEYS, INC. Classes: 36, 40, 42								

Country: MY Malaysia

BARNEYS	Renewed	BARNEY011	MA/2907/89	23-May-1989	MA/2907/89	23-May-1989	23-May-2010	CLM
Owner: BARNEYS, INC. Classes: 3								
BARNEYS	Renewed	BARNEY012	MA/2906/89	23-May-1989	02906	23-Jul-1994	23-May-2010	CLM
Owner: BARNEYS, INC. Classes: 14								
BARNEYS	Renewed	BARNEY013	MA/2905/89	23-May-1989	02905	08-Dec-1994	23-May-2010	CLM
Owner: BARNEYS, INC. Classes: 16								
BARNEYS	Renewed	BARNEY014	MA/2904/89	23-May-1989	13182	09-Aug-1994	23-May-2010	CLM
Owner: BARNEYS, INC. Classes: 18								
BARNEYS	Renewed	BARNEY015	MA/2902/89	23-May-1989	02902	15-Sep-1995	23-May-2010	CLM
Owner: BARNEYS, INC. Classes: 20								
BARNEYS	Registered	BARNEY016	MA/2903/89	23-May-1989	2903/89	23-May-1989	23-May-2006	CLM
Owner: BARNEYS, INC. Classes: 21								
BARNEYS	Renewed	BARNEY017	MA/2908/89	23-May-1989	MA/2908/89	23-May-1989	23-May-2010	CLM
Owner: BARNEYS, INC. Classes: 24								
BARNEYS	Registered	BARNEY018	MA/2909/89	23-May-1989	002909	23-May-1989	23-May-2006	CLM
Owner: BARNEYS, INC. Classes: 25								

Country: PH Philippines

BARNEYS	Pending	BARNEY131	12179	18-Jun-1997				CLM
Owner: BARNEYS, INC. Classes: 42								
BARNEYS	Pending	BARNEY132	12175	18-Jun-1997				CLM
Owner: BARNEYS, INC. Classes: 18								

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEY'S	Registered	BARNEY132A	121778	18-Jun-1997	4-1997121778	23-Jul-2001	23-Jul-2021	CLM
Owner: BARNEY'S, INC. Classes: 40								
BARNEY'S	Pending	BARNEY132B	121776	18-Jun-1997				MJI
Owner: BARNEY'S, INC. Classes: 21								
BARNEY'S	Pending	BARNEY132C	121777	18-Jun-1997				CLM
Owner: BARNEY'S, INC. Classes: 25								

Country: SG Singapore

BARNEY'S	Registered	BARNEY010	S/6683/89	19-Oct-1989	6683/89	19-Oct-1989	19-Oct-2006	CLM
Owner: BARNEY'S, INC. Classes: 8								
BARNEY'S	Renewed	BARNEY019	S/2710/89	03-May-1989	2710/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 3								
BARNEY'S	Renewed	BARNEY020	S/2711/89	03-May-1989	2711/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 14								
BARNEY'S	Renewed	BARNEY022	S/2713/89	03-May-1989	2713/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 18								
BARNEY'S	Renewed	BARNEY023	S/2714/89	03-May-1989	2714/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 20								
BARNEY'S	Renewed	BARNEY024	2715/89	03-May-1989	2715/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 21								
BARNEY'S	Renewed	BARNEY025	S/2344/91	04-May-1989	2344/91	01-Mar-1991	01-Mar-2011	CLM
Owner: BARNEY'S, INC. Classes: 24								
BARNEY'S	Renewed	BARNEY026	S/2709/89	03-May-1989	2709/89	03-May-1989	03-May-2006	CLM
Owner: BARNEY'S, INC. Classes: 25								
BARNEY'S	Renewed	BARNEY158	S/5907/91	19-Jun-1991	T91/05907E	19-Jun-1991	19-Jun-2011	CLM
Owner: BARNEY'S, INC. Classes: 40								

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Renewed	BARNEY159	S/5908/91	19-Jun-1991	T91/05908C	19-Jun-1991	19-Jun-2011	CLM
Owner: BARNEY'S, INC. Classes: 42 mji								
Country: TW Taiwan								
BARNEYS	Renewed	BARNEY027	78-33385	18-Jul-1989	479715	01-Apr-1990	31-Mar-2010	CLM
Owner: BARNEY'S, INC. Classes: 03 MJI								
BARNEYS	Renewed	BARNEY027A	78-33386	18-Jul-1989	481485	16-Apr-1990	15-Apr-2010	CLM
Owner: BARNEY'S, INC. Classes: 03 MJI								
BARNEYS	Renewed	BARNEY027B	78-33387	18-Jul-1989	478052	16-Mar-1990	15-Mar-2010	CLM
Owner: BARNEY'S, INC. Classes: 03 MJI								
BARNEYS	Renewed	BARNEY028	78-33388	18-Jul-1989	481894	16-Apr-1990	15-Apr-2010	CLM
Owner: BARNEY'S, INC. Classes: 20 MJI								
BARNEYS	Renewed	BARNEY029	78-33389	18-Jul-1989	480266	01-Apr-1990	31-Mar-2010	CLM
Owner: BARNEY'S, INC. Classes: 24, 25 MJI								
BARNEYS	Renewed	BARNEY030	78-33390	18-Jul-1989	478411	16-Mar-1990	15-Mar-2010	CLM
Owner: BARNEY'S, INC. Classes: 25 mji								
BARNEYS	Renewed	BARNEY031	78-33391	18-Jul-1989	476988	01-Mar-1990	28-Feb-2010	CLM
Owner: BARNEY'S, INC. Classes: 25 MJI								
BARNEYS	Renewed	BARNEY032	78-33392	18-Jul-1989	478716	16-Mar-1990	15-Mar-2010	CLM
Owner: BARNEY'S, INC. Classes: 25 MJI								
BARNEYS	Renewed	BARNEY033	78-33393	18-Jul-1989	480528	01-Apr-1990	31-Mar-2010	CLM
Owner: BARNEY'S, INC. Classes: 18 MJI								
BARNEYS	Renewed	BARNEY034	78-33394	18-Jul-1989	483398	01-May-1990	30-Apr-2010	CLM
Owner: BARNEY'S, INC. Classes: 14 MJI								
BARNEYS	Renewed	BARNEY035	78-33395	18-Jul-1989	487664	16-Jun-1990	15-Jun-2010	CLM
Owner: BARNEY'S, INC. Classes: 25 MJI								

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Renewed	BARNEY036	78-33396	18-Jul-1989	487733	16-Jun-1990	15-Jun-2010	CLM
Owner: BARNEYS, INC. Classes: 8, 21								
BARNEYS	Renewed	BARNEY036A	78-33397	18-Jul-1989	44347	16-Apr-1990	16-Apr-2010	CLM
Owner: BARNEYS, INC. Classes: 42								
BARNEYS	Renewed	BARNEY036B	78-33398	18-Jul-1989	44460	16-Apr-1990	15-Apr-2010	CLM
Owner: BARNEYS, INC. Classes: 35								
BARNEYS	Renewed	BARNEY036C	78-33399	18-Jul-1989	44237	01-Apr-1990	31-Mar-2010	CLM
Owner: BARNEYS, INC. Classes: 40								

Country: TH Thailand

BARNEYS	Registered	BARNEY037	389643	15-Jun-1989	TM96015	15-Jun-1989	14-Jun-2009	CLM
Owner: BARNEYS, INC. Classes: 8								
BARNEYS	Registered	BARNEY039	389644	15-Jun-1989	TM96006	15-Jun-1989	14-Jun-1999	CLM
Owner: BARNEYS, INC. Classes: 14								
BARNEYS	Renewed	BARNEY040	389645	15-Jun-1989	TM99718	15-Jun-1989	14-Jun-2009	CLM
Owner: BARNEYS, INC. Classes: 21								
BARNEYS	Registered	BARNEY042	389646	15-Jun-1989	TM96038	15-Jun-1989	14-Jun-2009	CLM
Owner: BARNEYS, INC. Classes: 24								
BARNEYS	Registered	BARNEY043	389647	15-Jun-1989	TM97798	15-Jun-1989	15-Jun-2009	CLM
Owner: BARNEYS, INC. Classes: 18								
BARNEYS	Registered	BARNEY044	389648	15-Jun-1989	TM96039	15-Jun-1989	14-Jun-2009	CLM
Owner: BARNEYS, INC. Classes: 25								
BARNEYS	Renewed	BARNEY101	389649	15-Jun-1989	TM115683	20-Jul-2000	14-Jun-2009	CLM
Owner: BARNEYS, INC. Classes: 16								
BARNEYS	Renewed	BARNEY102	389650	15-Jun-1989	TM106729	15-Jun-1989	14-Jun-2009	CLM
Owner: BARNEYS, INC. Classes: 20								

Country List

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS	Registered	BARNEY103	389651	15-Jun-1989	TM96040	15-Jun-1989	14-Jun-2009	CLM
Owner: BARNEY'S, INC. Classes: 3 mji								
Country: US United States of America								
AMERICA HOUSE	Registered	BARNEY092	397423	30-Sep-1982	1323819	05-Mar-1985	05-Mar-2005	CLM
Owner: BARNEY'S, INC. Classes: 42								
BABY LOGO	Registered	BARNEY184	757297335	23-May-1997	2163999	09-Jun-1998	09-Jun-2008	CLM
Owner: BARNEY'S, INC. Classes: 10, 24, 25								
BARNEY'S	Renewed	BARNEY072	136187	22-Jan-1962	740068	30-Oct-1962	30-Oct-2002	CLM
Owner: BARNEY'S, INC. Classes: 25 MJI								
BARNEY'S	Registered	BARNEY097	397428	30-Sep-1982	1337912	28-May-1985	28-May-2005	CLM
Owner: BARNEY'S, INC. Classes: 18, 21, 25, 40, 42								
BARNEY'S CHELSEA PASSAGE	Registered	BARNEY096	397708	30-Sep-1982	1328560	02-Apr-1985	02-Apr-2005	CLM
Owner: BARNEY'S, INC. Classes: 21, 42								
BARNEY'S CORPORATE PROGRAM	Registered	BARNEY095	397429	30-Sep-1982	1321351	19-Feb-1985	19-Feb-2005	CLM
Owner: BARNEY'S, INC. Classes: 42 mji								
BARNEY'S NEW YORK	Registered	BARNEY058	397427	30-Sep-1982	1332229	23-Apr-1985	23-Apr-2005	CLM
Owner: BARNEY'S, INC. Classes: 21, 25, 40, 42 MJI								
BARNEYS	Registered	BARNEY045	397425	30-Sep-1982	1371828	09-Jul-1985	19-Nov-2005	CLM
Owner: BARNEY'S, INC. Classes: 42								
BARNEYS NEW YORK	Registered	BARNEY176	747698082	06-Jul-1995	2073088	24-Jun-1997	24-Jun-2007	CLM
Owner: BARNEY'S, INC. Classes: 42 CF								
BARNEYS NEW YORK	Registered	BARNEY182	757273941	14-Apr-1997	2571696	21-May-2002	21-May-2012	CLM
Owner: BARNEY'S, INC. Classes: [18,] 24, 25, [28] CF								

Country List

Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
BARNEYS NEW YORK & LION DESIGN	Published	BARNEY210	76/007053	22-Mar-2000				CLM
Owner: BARNEY'S, INC.								
BARNEYS NEW YORK & LION DESIGN	Registered	BARNEY210A	75/981426	22-Mar-2000	2583246	18-Jun-2002	18-Jun-2012	CLM
Owner: BARNEY'S, INC.								
BARNEYS NEW YORK (STYLIZED)	Renewed	BARNEY066	792604	28-Mar-1989	1620003	30-Oct-1990	30-Oct-2010	CLM
Owner: BARNEY'S, INC.								
BARNEYS NEW YORK FREE STUFF	Published	BARNEY211	76/050007	17-May-2000				MJI CLM
Owner: BARNEY'S, INC.								
BARNEYS NEW YORK MADISON AVENUE	Published	BARNEY216	76/143228	10-Oct-2000				ARM CLM
Owner: BARNEY'S, INC.								
BARNEYS NEW YORK OFFSPRING	Published	BARNEY217	76/210450	15-Feb-2001				CLM
Owner: BARNEY'S, INC.								
BARNEYS NEW YORK PROCREATION	Published	BARNEY206	75/876415	21-Dec-1999				ARM CLM
Owner: BARNEY'S, INC.								
BARNEYS NEW YORK PROCREATION	Registered	BARNEY206A	75/981207	21-Dec-1999	2526032	01-Jan-2002	01-Jan-2012	CLM
Owner: BARNEY'S, INC.								
CHEEKY, HAPPY, HIP	Registered	BARNEY220	76/234052	09-May-2001	2520141	18-Dec-2001	18-Dec-2011	CLM
Owner: BARNEY'S, INC.								

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Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
CHEEKY, HAPPY, HIP & DOUBLE PARAKEET DESIGN	Registered	BARNEY221	76/261420	24-May-2001	2520176	18-Dec-2001	18-Dec-2011	CLM
Owner: BARNEY'S, INC.								
CHELSEA PASSAGE	Registered	BARNEY156	74/139558	15-Feb-1991	1793956	21-Sep-1993	21-Sep-2003	CLM
Owner: BARNEY'S, INC.								
CO-OP	Published	BARNEY205	75/865764	07-Dec-1999				CLM
Owner: BARNEY'S, INC.								
CO-OP BARNEYS NEW YORK	Published	BARNEY204	75/865763	07-Dec-1999				CLM
Owner: BARNEY'S, INC.								
CO/OP (STYLIZED)	Registered	BARNEY181	75/222841	08-Jan-1997	2130404	20-Jan-1998	20-Jan-2008	CLM
Owner: BARNEY'S, INC.								
CO/OP BARNEYS NEW YORK	Registered	BARNEY157	685577	21-Sep-1987	1535382	18-Apr-1989	18-Apr-2009	CLM
Owner: BARNEY'S, INC.								
DI GRAZZO (SCRIPT)	Renewed	BARNEY071	503277	05-Jun-1946	434297	18-Nov-1947	18-Nov-2007	CLM
Owner: BARNEY'S, INC.								
ENGLISH ROOM	Registered	BARNEY091	397426	30-Sep-1982	1323820	05-Mar-1985	05-Mar-2005	CLM
Owner: BARNEY'S, INC.								
FRED'S AT BARNEYS NEW YORK	Registered	BARNEY185	75/172667	26-Sep-1996	2144170	17-Mar-1998	17-Mar-2008	CLM
Owner: BARNEY'S, INC.								
GET IT RIGHT	Registered	BARNEY213	76/084625	06-Jul-2000	2501785	30-Oct-2001	30-Oct-2011	CLM
Owner: BARNEY'S, INC.								
GET IT RIGHT & SILHOUETTE DESIGN	Published	BARNEY219	76/261421	24-May-2001				CLM
Owner: BARNEY'S, INC.								

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Country List

Wednesday, July 10, 2002

Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
GIVE GOOD GIFT	Registered	BARNEY214	76/086488	11-Jul-2000	2479769	21-Aug-2001	21-Aug-2011	CLM
Owner: BARNEY'S, INC. Classes: 35								
INTERNATIONAL HOUSE	Registered	BARNEY098	397422	30-Sep-1982	1348017	09-Jul-1985	09-Jul-2005	CLM
Owner: BARNEY'S, INC. Classes: 25, 42								
LION DESIGN	Published	BARNEY209	76/007054	22-Mar-2000				CLM
Owner: BARNEY'S, INC. Classes: 18, 24, 25, 28								
LION DESIGN	Registered	BARNEY209A	75/981502	22-Mar-2000	2559933	09-Apr-2002	09-Apr-2012	CLM
Owner: BARNEY'S, INC. Classes: 24, 25								
MADISON ROOM	Authorized	BARNEY201						MJI
Owner: BARNEY'S, INC. Classes: 25								
MADISON ROOM	Authorized	BARNEY202						CLM
Owner: BARNEY'S, INC. Classes: 35, 42								
OAK ROOM	Registered	BARNEY093	397420	30-Sep-1982	1290494	14-Aug-1984	14-Aug-2004	CLM
Owner: BARNEY'S, INC. Classes: 42								
SELECT, DONT SETTLE	Registered	BARNEY135	74/030677	16-Feb-1990	1678142	03-Mar-1992	03-Mar-2012	CLM
Owner: BARNEY'S, INC. Classes: 42								
SELECT, DONT SETTLE (STYLIZED)	Registered	BARNEY160	74/173714	07-Jun-1991	1683409	14-Apr-1992	14-Apr-2002	CLM
Owner: BARNEY'S, INC. Classes: 42								
SILHOUETTE OF MAN DESIGN	Registered	BARNEY212	76/086496	11-Jul-2000	2535904	05-Feb-2002	05-Feb-2012	CLM
Owner: BARNEY'S, INC. Classes: 35, 40								
TASTE, LUXURY, HUMOR	Registered	BARNEY222	76/283654	12-Jul-2001	2552600	26-Mar-2002	26-Mar-2012	CLM
Owner: BARNEY'S, INC. Classes: 35								
THE BOOK OF KNOWLEDGE	Registered	BARNEY203	75/555824	21-Sep-1998	2294407	23-Nov-1999	23-Nov-2009	CLM
Owner: BARNEY'S, INC. Classes: 16								

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TOM HOLLAND & KNIGHT LLP 4 SOUTH

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Jul-10-02

TRADEMARK

REEL: 002561 FRAME: 0081

Country List

Wednesday, July 10, 2002

Client: BARNE BARNEY'S, INC.

Trademark	Status	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Renewal Date	Attorney
THE FOUNDATION	Pending	BARNEY224	767368542	08-Feb-2002				CLM
Owner: BARNEYS, INC.								
THE FOUNDATION (STYLIZED)	Pending	BARNEY225	767389133	01-Apr-2002		Classes: 35		CLM
Owner: BARNEYS, INC.								
THE R.S.V.P. ROOM AT BARNEYS	Registered	BARNEY089	397431	30-Sep-1982	1290496	14-Aug-1984	14-Aug-2004	CLM
Owner: BARNEYS, INC.								
						Classes: 42		mji

BARNEY'S INC. TRADEMARKS

CLIENT NO. 6100

Country	Trademark	Case No.	App. No.	Filing Date	Reg. No.	Reg. Date	Status
Japan	BARNEY'S SHOP	BARN-06100/0022	62-086503	30-Jul-1987	2,210,376	23-Feb-1990	Registered
United States of America	DI GRAZZO	BARN-06100/0026	503,277	05-Jun-1946	434,297	18-Nov-1947	Registered
United States of America	LOOK	BARN-06100/0043	74/579,035	27-Sep-1994	1,992,444	13-Aug-1996	Registered

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Thursday, June 20, 2002

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SCHEDULE III
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Reg. No.</u>	<u>Date</u>
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None.

II. COPYRIGHT APPLICATIONS

<u>Grantor</u>	<u>Copyright</u>	<u>Application No.</u>	<u>Date</u>
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None.

III. COPYRIGHT LICENSES

<u>Grantor</u>	<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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None.