

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

National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

08-22-2002



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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/AKA/TA

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 Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

08/23/2002 6TON11 00000054 75217000

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 250.00 OP

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

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) SEE ATTACHED Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

James R. Need
Name of Person Signing

[Signature]
Signature

8-5-00
Date Signed

Country:	Mark	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
ID									No
Ukraine	BONGO	25	MICHAEL CARUSO & CO., INC.	94124262/T	12/13/1994	12790	7/19/1999		No
576									
United Arab Emirates	BONGO	25	MICHAEL CARUSO & CO., INC.	17,684	8/7/1996	17,247	7/30/1998		No
574									
United Kingdom	B BONGO	025	MICHAEL CARUSO & CO., INC.	1353303	7/29/1988	B1,353,303	7/29/1988		No
575									
602									
United States	BONGO	18	MICHAEL CARUSO & CO., INC.	75217000	12/23/1996	2204391 ✓	11/17/1998		Yes
579									
592									
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5821									
6109									
6300									
6279									

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**AMENDED AND RESTATED GRANT OF SECURITY INTEREST
IN PATENTS, TRADEMARKS AND LICENSES**

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Amended and Restated Grant") made as of this 1st day of July, 2002, by **MICHAEL CARUSO & CO., INC.**, a California corporation, with its principal place of business at 400 Columbus Avenue, Valhalla, NY 10595 (herein the "Company"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, NY 10036 (herein "CIT"). This Amended and Restated Grant shall amend, replace and supersede in its entirety the Grant of Security Interest in Patents, Trademarks and Licenses between the Company and CIT, dated January 23, 2002, as supplemented and amended (the "Prior Grant"). This Amended and Restated Grant is intended to set forth the terms and provisions pursuant to which the Company has granted to CIT a lien upon and security interest in the Intellectual Property Collateral (as defined below). This Amended and Restated Grant shall in no way be construed to, nor shall it affect, modify, diminish or break the continuity of our lien upon and/or security interest granted pursuant to the Prior Grant in all of Intellectual Property Collateral, which security interest is hereby ratified and confirmed by this agreement as provided below.

W I T N E S E T H:

WHEREAS, the Company's affiliates, Candie's, Inc. and Bright Star Footwear LLC as successor in interest to Bright Star Footwear, Inc. (herein "Candie's and Bright Star"), and CIT are parties to certain factoring and/or financing agreements, including but not limited to certain Amended and Restated Notification Factoring Agreements dated as of the date hereof, pursuant to which CIT may make certain loans and advances to such affiliates, all as further set forth therein as the same may be amended, restated or replaced from time to time (herein collectively, the "Agreement"), and the Company has guaranteed the payment thereof to CIT pursuant to an Amended and Restated Guaranty of even date hereof (the "Guaranty"). The Agreement provides for CIT to purchase, at its discretion certain accounts receivable of Candie's and Bright Star and/or make, in its discretion, certain loans, advances and extensions of credit to such affiliates.

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. **Definitions.** Capitalized terms used herein and defined in the Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. **Grant of Security Interest.** To secure the payment of the "Obligations" (as defined in the Agreement and the Guaranty), the Company hereby grants to CIT a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
 - (i) Trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if any, listed on **Schedule B** attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
 - (ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on **Schedule A**, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
 - (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on **Schedule C** attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
 - (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral;
 - (v) Any and all of the Company's rights and interests in any of the foregoing as they relate to the Company's Accounts, Inventory, Equipment and General Intangibles (as such terms are defined in the Agreement); or any collateral bearing any of the foregoing, including without limitation the right to sell Inventory, goods and property bearing or covered by any of the foregoing Intellectual Property; and

(vi) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

3. **CIT' Rights.** Upon the occurrence of any Event of Default hereunder, CIT shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CIT will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CIT upon the occurrence of any Event of Default hereunder, CIT shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) exercisable upon the occurrence of an Event of Default hereunder, is being executed and delivered by the Company to CIT concurrently with this agreement to enable such rights to be carried out. The Company agrees that, in the event CIT exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CIT to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this agreement, the Company shall continue to own and use the Intellectual Property Collateral in the operation of its business as it may determine (unless such use is otherwise specifically prohibited hereunder) and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CIT of the rights provided by this agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CIT or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This agreement will not operate to place upon CIT any duty or responsibility to maintain the Intellectual Property Collateral.

4. **Fees.** The Company will pay all filing fees with respect to the security interest created hereby which CIT may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. **Representations and Warranties.** The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever (other than licensing agreements specifically permitted hereunder); that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Company agrees not to take any action inconsistent with the terms and intent hereof, provided that the Company may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely effect CIT' rights and interests hereunder. The Company hereby further agrees to provide notice to CIT of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Company shall take any such additional action as CIT shall reasonably request with respect thereto.
6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CIT in connection with such sale and the exercise of CIT' rights and remedies hereunder and under the Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CIT in such order as CIT may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.
7. **Defense of Claims.** The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CIT therein. The Company agrees to reimburse CIT for all costs and expenses incurred by CIT in defending any such action, claim or proceeding.
8. **Rights Cumulative.** This Amended and Restated Grant shall be in addition to the Agreement and shall not be deemed to affect, modify or limit the Agreement or any rights that CIT has under the Agreement. The Company agrees to execute and deliver to CIT (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.
10. **CHOICE OF LAW.** THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AMENDED AND RESTATED GRANT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AMENDED AND RESTATED GRANT TOGETHER WITH THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CIT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CIT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND CIT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER. THE COMPANY AND CIT EACH CONSENT TO THE NON-EXCLUSIVE JURISDICTION OF THE STATE AND FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, CITY OF NEW YORK AND STATE OF NEW YORK TO HEAR AND DETERMINE ANY AND ALL MATTERS ARISING UNDER OR IN CONNECTION WITH THIS AGREEMENT.
11. **Events of Default.** Any of the following constitutes an Event of Default under this agreement:
- (i) The Company fails to perform or observe any agreement, covenant or condition required under this agreement;
 - (ii) Any warranty or representation made by Company, in this Amended and Restated Grant shall be or becomes false or misleading in any material respect; or
 - (iii) The occurrence of any Event of Default under the Agreement which is not waived in writing by CIT.
12. **Notices.** The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CIT written notice in the manner provided in the Agreement of:
- (i) any claim by a third party that the Company has infringed on the rights of a third party;
 - (ii) any suspected infringement by a third party on the rights of the Company; or

(iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

13. **Further Assurances.** The Company will take any such action as CIT may reasonably require to further confirm or protect CIT' rights under this agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to CIT a power of attorney coupled with an interest which shall be irrevocable during the term of this agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this agreement.
14. **Termination.** This agreement shall terminate upon termination of the Agreement and full, final and indefeasible payment in cash of all Obligations of the Company thereunder. Upon the Company's request, CIT shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

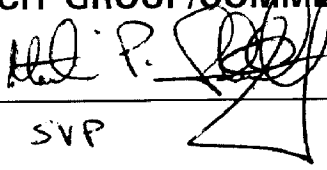
IN WITNESS WHEREOF, the parties hereto have duly executed this Amended and Restated Grant as of the 1st day of July, 2002.

MICHAEL CARUSO & CO., INC.

By: 
Title: EVP

Agreed and Accepted this ^{as of}
1st day of July, 2002

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: 
Title: SVP

IRREVOCABLE POWER OF ATTORNEY

MICHAEL CARUSO & CO., INC., with offices at 400 Columbus Avenue, Valhalla, NY 10595, (hereinafter referred to as the "Company"), hereby grants to **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation, with offices at 1211 Avenue of the Americas, New York, NY 10036 (hereinafter referred to as "CIT"), the exclusive Irrevocable Power of Attorney to transfer to CIT or to any designee of CIT all Intellectual Property Collateral listed on the Schedules attached to the Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses (the "Amended and Restated Grant"), dated as of the date hereof, between the Company and CIT including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising Obligations (as defined in the Agreement) are outstanding.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CIT after the occurrence of an Event of Default under the Agreement between CIT and the Company; and

4. CIT shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CIT of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CIT. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 1st day of July, 2002.

MICHAEL CARUSO & CO., INC.

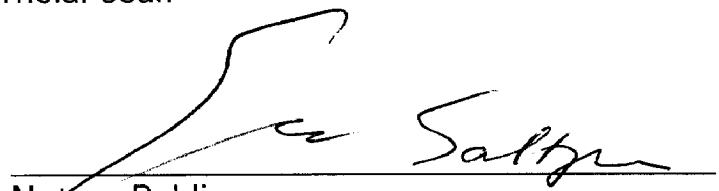
By: 

Title: EVP

STATE OF N.Y.)
COUNTY OF N.Y.)

On August 2, 2002, before me, the undersigned, a notary public in and for said State, personally appeared Richard G. Danderlin known to me to be the Executive Vice President of, the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.



Notary Public

ELSA SALTZMAN
Notary Public, State of New York
No. 4967228
Qualified in Nassau County
Certificate filed in New York County
Commission Expires May 29, 20 06

**SCHEDULE A TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

between

MICHAEL CARUSO & CO., INC.

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. PATENTS

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
	NONE	

FOREIGN PATENTS

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>	<u>Country</u>
	NONE		

56958-2

**SCHEDULE B TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

between

MICHAEL CARUSO & CO., INC.

and

THE CIT GROUP/Commercial Services, INC.

U.S. TRADEMARKS

SEE ATTACHED SCHEDULE ANNEXED HERETO

FOREIGN TRADEMARKS

SEE ATTACHED SCHEDULE ANNEXED HERETO

<i>Country:</i> ID 495	Argentina Mark BONGO	<u>Intl Classes</u> 025	<u>Reg. Owner</u> MICHAEL CARUSO & CO., INC.	<u>App. #</u> 1,931,009	<u>App. Dt</u> 7/27/1989	<u>Reg. #</u> 1,796,665	<u>Reg. Dt</u> 6/15/2000	<u>Allow. Dt</u>	<u>ITU</u> No
597	BONGO BONGO	025	MICHAEL CARUSO & CO., INC.	1,697,877	7/27/1989	1,400,823	7/31/1992		No
<i>Country:</i> ID 496	Aruba Mark BONGO	<u>Intl Classes</u> 25	<u>Reg. Owner</u> MICHAEL CARUSO & CO., INC.	<u>App. #</u> 94070614	<u>App. Dt</u> 7/4/1994	<u>Reg. #</u> 1684283	<u>Reg. Dt</u> 8/3/1994	<u>Allow. Dt</u>	<u>ITU</u> No
4835	BONGO	3, 9, 14, 18	MICHAEL CARUSO & CO., INC.	990705.13	7/5/1999	20323	1/28/2000		No
<i>Country:</i> ID 498	Australia Mark BONGO	<u>Intl Classes</u> 25	<u>Reg. Owner</u> MICHAEL CARUSO & CO., INC.	<u>App. #</u> 751023	<u>App. Dt</u> 12/12/1997	<u>Reg. #</u> 751023	<u>Reg. Dt</u> 12/12/1997	<u>Allow. Dt</u>	<u>ITU</u> No
598	BONGO BY GENE MONTESANO	025	MICHAEL CARUSO & CO., INC.	648462	12/14/1994	648,462	7/11/1996		No
<i>Country:</i> ID 497	Austria Mark BONGO	<u>Intl Classes</u> 025	<u>Reg. Owner</u> MICHAEL CARUSO & CO., INC.	<u>App. #</u> AM 7132/95	<u>App. Dt</u> 12/15/1995	<u>Reg. #</u> 165,106	<u>Reg. Dt</u> 7/11/1996	<u>Allow. Dt</u>	<u>ITU</u> No
<i>Country:</i> ID 499	Azerbaijan Mark BONGO	<u>Intl Classes</u> 025	<u>Reg. Owner</u> MICHAEL CARUSO & CO., INC.	<u>App. #</u> 97.2766/3	<u>App. Dt</u> 1/6/1997	<u>Reg. #</u> 990265	<u>Reg. Dt</u> 2/23/1999	<u>Allow. Dt</u>	<u>ITU</u> No
<i>Country:</i> ID 501	Bahamas Mark BONGO	<u>Intl Classes</u> 025	<u>Reg. Owner</u> MICHAEL CARUSO & CO., INC.	<u>App. #</u> 17,564	<u>App. Dt</u> 7/31/1995	<u>Reg. #</u> 17,564	<u>Reg. Dt</u> 7/31/1995	<u>Allow. Dt</u>	<u>ITU</u> No
<i>Country:</i> ID 500	Bahrain Mark BONGO	<u>Intl Classes</u> 25	<u>Reg. Owner</u> MICHAEL CARUSO & CO., INC.	<u>App. #</u> 1450/95	<u>App. Dt</u> 10/25/1995	<u>Reg. #</u>	<u>Reg. Dt</u> 10/25/1995	<u>Allow. Dt</u>	<u>ITU</u> No

Country: ID	Barbados Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # P.3074	App. Dt 10/1/1996	Reg. # 81/10662	Reg. Dt 1/17/2000	Allow. Dt	ITU No
Country: ID	Belarus Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 970013	App. Dt 1/8/1997	Reg. # 10052	Reg. Dt 1/8/1997	Allow. Dt	ITU No
Country: ID	Belize Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 6987	App. Dt 6/9/1994	Reg. # 6987	Reg. Dt 7/9/1994	Allow. Dt	ITU No
Country: ID	Benelux Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 861,265	App. Dt 12/13/1995	Reg. # 584,467	Reg. Dt 12/13/1995	Allow. Dt	ITU No
Country: ID	Bolivia Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. #	App. Dt 3/27/1993	Reg. # C-64183	Reg. Dt 6/13/1997	Allow. Dt	ITU No
Country: ID	British Virgin Islands Mark BONGO	Intl Classes 3, 9, 14, 18, 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. #	App. Dt	Reg. # 3404	Reg. Dt 12/21/1999	Allow. Dt	ITU No
Country: ID	Brunei Darussalam Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 251747	App. Dt 2/8/1996	Reg. # 21,718	Reg. Dt 2/8/1996	Allow. Dt	ITU No
Country: ID	Canada Mark BLOGO	Intl Classes 18	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 1,008,232	App. Dt 3/10/1999	Reg. #	Reg. Dt	Allow. Dt	ITU No

<i>Country:</i> ID 510	China (People's Republic Of) Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 94056133	App. Dt 6/15/1994	Reg. # 1077106	Reg. Dt 8/14/1997	Allow. Dt	ITU No
<i>Country:</i> ID 512	Colombia Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 96-060043	App. Dt 11/14/1996	Reg. #	Reg. Dt	Allow. Dt	ITU No
583	BONGO	025	MICHAEL CARUSO & CO., INC.	93 384403	4/29/1993				No
<i>Country:</i> ID 513	Costa Rica Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 101,191	App. Dt 4/19/1993	Reg. # 99,833	Reg. Dt 10/23/1997	Allow. Dt	ITU No
<i>Country:</i> ID 514	Cyprus Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 46205	App. Dt 9/3/1996	Reg. # 46205	Reg. Dt 9/3/1996	Allow. Dt	ITU No
<i>Country:</i> ID 515	Czech Republic Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 96,833	App. Dt 2/1/1995	Reg. # 190,806	Reg. Dt 5/21/1996	Allow. Dt	ITU No
<i>Country:</i> ID 516	Denmark Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # VA 03,742 1995	App. Dt 5/17/1995	Reg. # VR 04,709 1995	Reg. Dt 7/14/1995	Allow. Dt	ITU No
<i>Country:</i> ID 517	Dominican Republic Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. #	App. Dt 9/28/1993	Reg. # 59,733	Reg. Dt 9/28/1993	Allow. Dt	ITU No
584	BONGO	25	MICHAEL CARUSO & CO., INC.	44564	11/26/1996	88,168	2/15/1997		No
<i>Country:</i> ID	Ecuador Mark	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU

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319 BONGO 25 MICHAEL CARUSO & CO., INC. 37,849 3/18/1995 DNPI1422-94MI 7/13/1994 No

Reg. # 99613

Country: Egypt
ID 520 Mark BONGO
Int'l Classes 25
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 99613 App. Dt 1/2/1996
Reg. Dt 1/2/1996 Allow. Dt ITU No

Country: El Salvador
ID 521 Mark BONGO
Int'l Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 1118-94 App. Dt 3/7/1994
Reg. # 100 BOOK 52 Reg. Dt 4/17/1997
Allow. Dt ITU No

Country: Estonia
ID 522 Mark BONGO
Int'l Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 9501365 App. Dt 6/26/1995
Reg. # 22284 Reg. Dt 2/7/1997
Allow. Dt ITU No

Country: European Union
ID 518 Mark BONGO
Int'l Classes 3, 18, 25
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 26310 App. Dt 4/1/1996
Reg. # 26310 Reg. Dt 7/12/1999
603 DESIGN (PAIR OF DRUMS) 009, 018, 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 26,369 App. Dt 4/1/1996
Reg. # 26,369 Reg. Dt 2/4/1998
Allow. Dt ITU No

Country: Georgia
ID 524 Mark BONGO
Int'l Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 011596/03 App. Dt 1/8/1997
Reg. # 8171 Reg. Dt 1/29/1998
Allow. Dt ITU No

Country: Germany
ID 525 Mark BONGO
Int'l Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # C 46 879/25 WZ 5/13/1994 App. Dt 5/13/1994
Reg. # 2,095,060 Reg. Dt 4/20/1995
Allow. Dt ITU No

Country: Greece
ID 526 Mark BONGO
Int'l Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 123,897 App. Dt 4/12/1995
Reg. # 123,897 Reg. Dt 12/7/1997
Allow. Dt ITU No

Country: Guatemala
ID Mark
Int'l Classes
Reg. Owner
App. #
Reg. #
Reg. Dt
Allow. Dt ITU No

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527	BONGO	25	MICHAEL CARUSO & CO., INC.	N-10011-7	1/12/1997	00959Z	3/17/1999		No
585	BONGO	25	MICHAEL CARUSO & CO., INC.			58527/396/128	8/25/1989		No
Country:	Guyana								
Mark ID	BONGO	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
528	BONGO	025	MICHAEL CARUSO & CO., INC.	15873C	3/14/1997				
Country:	Haiti								
Mark ID	BONGO	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
529	BONGO	025	MICHAEL CARUSO & CO., INC.	R00774	7/10/1996	240/T10	8/1/1997		
Country:	Hong Kong								
Mark ID	BONGO	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
530	BONGO	025	MICHAEL CARUSO & CO., INC.	4522/94	4/25/1994	7819/95	4/25/1994		
Country:	Iceland								
Mark ID	BONGO	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
531	BONGO	025	MICHAEL CARUSO & CO., INC.	550/1996	5/3/1996	1047/1996	9/26/1996		
Country:	India								
Mark ID	BONGO	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
532	BONGO	25	MICHAEL CARUSO & CO., INC.	724163	5/8/1996				
Country:	Indonesia								
Mark ID	BONGO	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
533	BONGO	25	MICHAEL CARUSO & CO., INC.	D95 14419	8/14/1995	360018	5/30/1996		
609	BONGO AND DESIGN	25	MICHAEL CARUSO & CO., INC.	196597	7/30/1985	357,602	4/9/1996		No
5295	BONGO	18	MICHAEL CARUSO & CO., INC.	196597	7/30/1985	357,601	4/9/1996		No
Country:	Israel								
Mark ID	BONGO	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No

534 BONGO 025 MICHAEL CARUSO & CO., INC. 91380 2/24/1994 91380 12/31/1995 No

Country: Italy
ID Mark BONGO
535 Intl Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # M193C 003357
App. Dt 5/6/1993
Reg. # 669,321
Reg. Dt 2/6/1996
Allow. Dt
ITU No

Country: Jamaica
ID Mark BONGO
536 Intl Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 25/1736
App. Dt 7/2/1996
Reg. # 30,138
Reg. Dt 7/2/1996
Allow. Dt
ITU No

Country: Japan
ID Mark BONGO WITH KATAKANA BONGO
610 Intl Classes 25
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 6182795
App. Dt 6/22/1995
Reg. # 4082591
Reg. Dt 11/14/1997
5412 Intl Classes 18
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 2000-27279
App. Dt 3/21/2000
Reg. # 4463484
Reg. Dt 3/30/2001
Allow. Dt
ITU No

Country: Kazakhstan
ID Mark BONGO
538 Intl Classes 25
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 9461
App. Dt 1/5/1997
Reg. # 9785
Reg. Dt 11/30/1999
Allow. Dt
ITU No

Country: Kuwait
ID Mark BONGO
540 Intl Classes 25
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 31,958
App. Dt 9/27/1995
Reg. # 28778
Reg. Dt 9/27/1995
587 Intl Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 35834
App. Dt 2/24/1997
Reg. # 33607
Reg. Dt 2/24/1997
Allow. Dt
ITU No

Country: Latvia
ID Mark BONGO
541 Intl Classes 25
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # M-95-1048
App. Dt 6/27/1995
Reg. # M38174
Reg. Dt 8/20/1997
Allow. Dt
ITU No

Country: Lebanon
ID Mark BONGO
542 Intl Classes 025
Reg. Owner MICHAEL CARUSO & CO., INC.
App. # 806/402,503
App. Dt 10/4/1995
Reg. #
Reg. Dt
Allow. Dt
ITU No

<i>Country:</i> ID 543	Lithuania Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 95-1777	App. Dt 6/27/1995	Reg. # 27787	Reg. Dt 5/15/1998	Allow. Dt	ITU No
<i>Country:</i> ID 545	Macao Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 15359	App. Dt 10/24/1995	Reg. # 15359	Reg. Dt 6/6/1997	Allow. Dt	ITU No
<i>Country:</i> ID 544	Malaysia Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 94/10317	App. Dt 11/9/1994	Reg. #	Reg. Dt	Allow. Dt	ITU No
<i>Country:</i> ID 546	Mexico Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 112,947	App. Dt 5/15/1991	Reg. #	Reg. Dt	Allow. Dt	ITU No
588	BONGO	25	MICHAEL CARUSO & CO., INC.	280551	11/22/1996	538,047	11/28/1996		No
4738	BONGO	18	MICHAEL CARUSO & CO., INC.	376237	5/21/1999	613168	5/21/1999		No
<i>Country:</i> ID 547	Morocco Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. #	App. Dt 9/22/1995	Reg. # 57,542	Reg. Dt 9/22/1995	Allow. Dt	ITU No
<i>Country:</i> ID 548	Netherlands Antilles Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. #	App. Dt 7/26/1994	Reg. # 18,033	Reg. Dt 10/3/1994	Allow. Dt	ITU No
<i>Country:</i> ID 550	New Zealand Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. #	App. Dt 12/4/1989	Reg. # 198,053	Reg. Dt 12/4/1989	Allow. Dt	ITU No
590	BONGO	025	MICHAEL CARUSO & CO., INC.	174,394			8/26/1987		No

Country:	Mark ID	Mark	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
Nicaragua	549	BONGO	025	MICHAEL CARUSO & CO., INC.	4956	5/28/1993	32,491 C.C.	11/18/1996		No
	589	BONGO	025	MICHAEL CARUSO & CO., INC.	96-04176	11/27/1996	34,478 C.C.	6/10/1997		No

Country:	Mark ID	Mark	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
Oman	551	BONGO	25	MICHAEL CARUSO & CO., INC.	12,918	1/27/1996				

Country:	Mark ID	Mark	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
Panama	552	BONGO	25	MICHAEL CARUSO & CO., INC.			053,293	5/29/1991		No
	553	BONGO	042	MICHAEL CARUSO & CO., INC.	090086	9/19/1997				No
	554	BONGO	003	MICHAEL CARUSO & CO., INC.	090087	9/19/1997				No
	555	BONGO	018	MICHAEL CARUSO & CO., INC.	090088	9/19/1997				No
	556	BONGO	9	MICHAEL CARUSO & CO., INC.	090089	9/19/1997	090089	9/19/1997		No
	557	BONGO	014	MICHAEL CARUSO & CO., INC.	090092	9/19/1997				No
	591	BONGO	25	MICHAEL CARUSO & CO., INC.	070,212	3/17/1994	70212	3/17/1994		No
	599	BONGO BY GENE MONTESANO	25	MICHAEL CARUSO & CO., INC.	090091	9/19/1997	090091	9/19/1997		No

Country:	Mark ID	Mark	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
Paraguay	558	BONGO	025	MICHAEL CARUSO & CO., INC.	94/4105	3/15/1994	176,662	5/10/1995		

Country:	Mark ID	Mark	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU No
Peru	559	BONGO	025	MICHAEL CARUSO & CO., INC.	247,389	7/22/1994	022162	11/14/1995		

<i>Country:</i> ID 560	Poland Mark BONGO	<u>Intl Classes</u> 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # Z 140,785	App. Dt 11/30/1994	Reg. # 96,131	Reg. Dt 6/11/1997	<u>Allow. Dt</u>	<u>ITU</u> No
<i>Country:</i> ID 561	Portugal Mark BONGO	<u>Intl Classes</u> 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 311402	App. Dt 7/13/1995	Reg. # 311,402	Reg. Dt 5/23/1997	<u>Allow. Dt</u>	<u>ITU</u> No
<i>Country:</i> ID 562	Qatar Mark BONGO	<u>Intl Classes</u> 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 14507	App. Dt 1/22/1996	Reg. #	Reg. Dt	<u>Allow. Dt</u>	<u>ITU</u> No
<i>Country:</i> ID 563	Russian Federation Mark BONGO	<u>Intl Classes</u> 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 95700548	App. Dt 1/17/1995	Reg. # 140,061	Reg. Dt 3/29/1996	<u>Allow. Dt</u>	<u>ITU</u> No
<i>Country:</i> ID 564	Saudi Arabia Mark BONGO	<u>Intl Classes</u> 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 28236	App. Dt 2/4/1995	Reg. # 366/50	Reg. Dt 2/4/1995	<u>Allow. Dt</u>	<u>ITU</u> No
<i>Country:</i> ID 565	Singapore Mark BONGO	<u>Intl Classes</u> 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 355794	App. Dt 5/5/1994	Reg. # 355794	Reg. Dt 5/5/1994	<u>Allow. Dt</u>	<u>ITU</u> No
<i>Country:</i> ID 566	Slovak Republic Mark BONGO	<u>Intl Classes</u> 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # POZ-2647-95	App. Dt 9/20/1995	Reg. # 182609	Reg. Dt 10/15/1998	<u>Allow. Dt</u>	<u>ITU</u> No
<i>Country:</i> ID 539 586	South Korea Mark BONGO BONGO	<u>Intl Classes</u> 025 025	Reg. Owner MICHAEL CARUSO & CO., INC. MICHAEL CARUSO & CO., INC.	App. # 94-27215 96-52593	App. Dt 7/8/1994 11/26/1996	Reg. # 322,902 394513	Reg. Dt 9/25/1995 2/5/1998	<u>Allow. Dt</u>	<u>ITU</u> No No

<i>Country:</i> ID 567	Spain Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 335,254	App. Dt 6/12/1958	Reg. # 335,254	Reg. Dt 2/18/1959	Allow. Dt	ITU No
<i>Country:</i> ID 568	Suriname Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 15846	App. Dt 10/17/1997	Reg. # 15846	Reg. Dt 10/17/1997	Allow. Dt	ITU No
<i>Country:</i> ID 569	Sweden Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 95-05805	App. Dt 5/15/1995	Reg. # 309,778	Reg. Dt 3/8/1996	Allow. Dt	ITU No
<i>Country:</i> ID 570	Switzerland Mark BONGO	Intl Classes 025	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 8498/1995.9	App. Dt 6/27/1995	Reg. # 43 1119	Reg. Dt 6/27/1995	Allow. Dt	ITU No
<i>Country:</i> ID 571	Taiwan Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 85060291	App. Dt 11/27/1996	Reg. # 859973	Reg. Dt 7/16/1999	Allow. Dt	ITU No
<i>Country:</i> ID 571	Tangier Zone Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 10,633	App. Dt 9/15/1995	Reg. # 10,633	Reg. Dt 9/15/1995	Allow. Dt	ITU No
<i>Country:</i> ID 572	Trinidad And Tobago Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 22914	App. Dt 7/19/1994	Reg. # 22914	Reg. Dt 7/5/1995	Allow. Dt	ITU No
<i>Country:</i> ID 573	Turks And Caicos Islands Mark BONGO	Intl Classes 25	Reg. Owner MICHAEL CARUSO & CO., INC.	App. # 11,319	App. Dt 6/20/1996	Reg. #	Reg. Dt	Allow. Dt	ITU No

Country:	Mark	Intl Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Allow. Dt	ITU
ID									No
Ukraine	BONGO	25	MICHAEL CARUSO & CO., INC.	94124262/T	12/13/1994	12790	7/19/1999		No
576									
United Arab Emirates	BONGO	25	MICHAEL CARUSO & CO., INC.	17,684	8/7/1996	17,247	7/30/1998		No
574									
United Kingdom	BONGO	025	MICHAEL CARUSO & CO., INC.	1,573,687	5/31/1994	1,573,687	5/31/1994		No
575									
B BONGO		025	MICHAEL CARUSO & CO., INC.	1353303	7/29/1988	B1,353,303	7/29/1988		No
602									
United States	BONGO	18	MICHAEL CARUSO & CO., INC.	75217000	12/23/1996	2204391 ✓	11/17/1998		Yes
579									
B BONGO		18	MICHAEL CARUSO & CO., INC.	74684172	6/5/1995	1960546 ✓	3/5/1996		No
592									
B BONGO		25	MICHAEL CARUSO & CO., INC.	73488887	7/9/1984	1331004 ✓	4/16/1985		No
594									
B BONGO		25	MICHAEL CARUSO & CO., INC.	74507927	4/1/1994	1974123 ✓	5/14/1996		No
596									
BONGO AN AMERICAN CLASSIC		25	MICHAEL CARUSO & CO., INC.	75389219	11/13/1997	2225525 ✓	2/23/1999		No
605									
BONGO BLUE JEANS ALWAYS AMERICA'S FAVORITES		25	MICHAEL CARUSO & CO., INC.	75389220	11/13/1997	2224026 ✓	2/16/1999		No
606									
B BONGO & DESIGN		25	MICHAEL CARUSO & CO., INC.	73696818	11/23/1987	1500609 ✓	8/16/1988		No
607									
B BONGO		9	MICHAEL CARUSO & CO., INC.	76140442	10/5/2000	2575543 ✓	6/4/2002		No
5821									
B & DESIGN (STYLIZED)		25	MICHAEL CARUSO & CO., INC.	76196781	1/19/2001 ✓				No
6109									
B (Stylized) (with Oval Design)		25	MICHAEL CARUSO & CO., INC.	76296775	8/7/2001 ✓				No
6300									
LET ME B.		25	MICHAEL CARUSO & CO., INC.	76244172	4/23/2001 ✓	2522492 ✓	12/25/2001		No
6279									

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Country:	Uruguay								
ID	577	Mark	BONGO	Intl Classes	025	Reg. Owner	MICHAEL CARUSO & CO., INC.	App. #	271,422
								App. Dt	7/19/1994
								Reg. #	271,422
								Reg. Dt	3/21/1996
								Allow. Dt	
								ITU No	

Country:	Venezuela								
ID	581	Mark	BONGO	Intl Classes	25	Reg. Owner	MICHAEL CARUSO & CO., INC.	App. #	8,307-93
								App. Dt	5/12/1993
								Reg. #	P-178445
								Reg. Dt	7/10/1995
								Allow. Dt	
								ITU No	

Country:	Vietnam								
ID	582	Mark	BONGO	Intl Classes	025	Reg. Owner	MICHAEL CARUSO & CO., INC.	App. #	NH2012/96
								App. Dt	11/15/1996
								Reg. #	26296
								Reg. Dt	11/15/1996
								Allow. Dt	
								ITU No	

**SCHEDULE C TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

between

MICHAEL CARUSO & CO., INC.

and

THE CIT GROUP/Commercial Services, INC.

U.S. LICENSES

SEE ATTACHED SCHEDULE ANNEXED HERETO

FOREIGN LICENSES

SEE ATTACHED SCHEDULE ANNEXED HERETO

56958-2

**TRADEMARK
REEL: 002567 FRAME: 0086**

Candie's Apparel License Term Sheet between Candie's, Inc. and Gadzooks, Inc., effective October 1, 2001.

License Agreement between Michael Caruso & Co., Inc. and Innovo, Inc., March 26, 2001

License Agreement between Candie's, Inc. and K&K Creative Marketing Associates, effective November 1, 2001

Fragrance and Beauty Products License Agreement between Candie's, Inc. and Liz Claiborne Cosmetics, Inc., July 15, 1998

License Agreement between Michael Caruso & Co., Inc. and Mayime Brothers, Inc., January 1, 2001

License Agreement between Candie's, Inc. and Motorola, Inc., July 20, 2001

License Agreement between Candie's, Inc. and Skagen Designs, Ltd., October 30, 2000

License Agreement among Candie's, Inc., Michael Caruso & Co., Inc. and Trebbianno L.L.C., March 2000, amended, April 2001

License Agreement between Michael Caruso & Co., Inc. and Unzipped Apparel LLC, October 7, 1998

Agreement between Candie's, Inc. and Viva Optique, Inc., November 13, 1998