

6-19-03

06-24-2003

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇨ ⇨ ⇨ ▼

RECORDATION FORM COVER
TRADEMARKS C



102480868

RCE
Office

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

1. Name of conveying party(ies):

Oxford Industries, Inc.
Oxford International, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: 6-13-03

2. Name and address of receiving party(ies)

Name: SunTrust Bank, as Admin. Agent

Internal

Address:

Street Address: 303 Peachtree Street, N.E.

City: Atlanta State: GA Zip: 30308

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

B. Trademark Registration No.(s)

See attached schedule

Additional number(s) attached Yes No

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

Name: Donna J. Hunter, Paralegal

Internal Address: Paul, Hastings, Janofsky
& Walker LLP

Street Address: 600 Peachtree Street, N.E.

Suite 2400

City: Atlanta State: GA Zip: 30308

6. Total number of applications and registrations involved:

67

7. Total fee (37 CFR 3.41).....\$ 1,690.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

9. Signature.

Donna J. Hunter

Name of Person Signing

Donna J. Hunter
Signature

6-19-03
Date

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

35

06/23/2003 TDIAZ1 00000132 74268033

01 FC:8521
02 FC:8522

40.00 OP
1650.00 OP

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

TRADEMARK
REEL: 002755 FRAME: 0778

**Continuation of Item 1
of
TRADEMARK RECORDATION FORM COVER SHEET**

Additional Conveying Parties

Lionshead Clothing Company

Merona Industries, Inc.

Oxford Caribbean, Inc.

Oxford Clothing Company

Oxford Garment, Inc.

Oxford Private Limited of Delaware, Inc.

Oxford of South Carolina, Inc.

Piedmont Apparel Corporation

Schedule 1
to
Intellectual Property Security Agreement

Current Trademarks

Trademarks

Label	Owner	Application Number	Registration Number	Country
"O" (plus design)	Oxford Industries, Inc.	729,102	1,550,250	USA
928	Oxford Industries, Inc.	339,437	1,222,689	USA
928 ("to" is placed under "2") Design	Oxford Industries, Inc.	74/268,033	1,761,460	USA
Act III	Oxford Industries, Inc.	72/438,988	0973,471	USA
Act III (Argentina)	Oxford Industries, Inc.		1,617,472	Argentina
Act III (Brazil)	Oxford Industries, Inc.		81,911,810	Brazil
Act III (Brazil)	Oxford Industries, Inc.		819,118	Brazil
Act III (Honduras)	Oxford Industries, Inc.		66,229	Honduras
Bertoni	Oxford Industries, Inc.	74/592,754	1,952,047	USA
Breathing Room	Oxford Industries, Inc.	76/407,285		USA
Career Editions	Oxford Industries, Inc.		1,346,400	USA
Carlye	Oxford Industries, Inc.	71/469,829	409,585	USA
Cattleman	Oxford Industries, Inc.	74/143,636	1,731,204	USA
Cattleman	Oxford Industries, Inc.	74/007,488	1,605,723	USA
Chapter Two	Oxford Industries, Inc.	547,378	0962,110	USA
Christopher Hunt	Oxford Industries, Inc.		1,522,687	USA

Label	Owner	Application Number	Registration Number	Country
Cos Cob (#1)	Oxford Industries, Inc.		832,582	USA
Country Charmer	Oxford Industries, Inc.	00292280		UK
Country Charmers and Design	Oxford Industries, Inc.	74/144,591	1,685,405	USA
Crop & Saddle	Oxford Industries, Inc.		1,528,387	USA
Cumberland Outfitters	Oxford Industries, Inc.	Pending		Austria
Cumberland Outfitters	Oxford Industries, Inc.	Pending		Canada
Cumberland Outfitters	Oxford Industries, Inc.	74/689,426	2,031,132	USA
Ely	Oxford Industries, Inc.	72/410,888	955,223	USA
Ely Casuals	Oxford Industries, Inc.	76/280,882	2,703,121	USA
Ely Cattleman	Oxford Industries, Inc.	Pending		Canada
Ely Cattleman	Oxford Industries, Inc.	00292287		UK
Ely Diamond and Design	Oxford Industries, Inc.	74/143,649	1,690,259	USA
Ely Plains	Oxford Industries, Inc.	74/143,774	1,674,367	USA
Everpress	Piedmont Apparel	74/520,289	1,947,569	USA
Evolution by Lanier	Oxford Industries, Inc.	74/605,166	2,283,454	USA
Exterior Design	Oxford Industries, Inc.		2,097,901	USA
Fuzor	Oxford Industries, Inc.	76/097,646	2,469,765	USA
Holbrook	Oxford Industries, Inc.		2,089,513	USA
Holbrook	Oxford Industries, Inc.		917,690	USA
Holbrook (Benelux)	Oxford Industries, Inc.		394,273	Benelux
Holbrook (France)	Oxford Industries, Inc.		1,251,654	France
Holbrook	Oxford		922,424	Germany

Label	Owner	Application Number	Registration Number	Country
(Germany)	Industries, Inc.			
Holbrook (Italy)	Oxford Industries, Inc.		002,963	Italy
Hook and Bullet	Oxford Industries, Inc.	76/017,428	2,553,820	USA
Impromptu	Oxford Industries, Inc.	429,996	1,294,542	USA
Impromptu	Oxford Industries, Inc.	75/251,851	2,118,145	USA
JBJ	Oxford Industries, Inc.		1,490,301	USA
Jesse Jeans	Oxford Industries, Inc.	74/575,493	2,164,236	USA
Kaitlin Conner	Oxford Industries, Inc.	74/461,006	1,901,252	USA
Kashmina	Oxford Industries, Inc.	76/491,943		USA
Lana Moda	Oxford Industries, Inc.		1,810,289	USA
Lanier	Oxford Industries, Inc.		1,386,068	USA
Lanier Clothes	Piedmont Apparel		1,001,567	USA
Links Tech	Oxford Industries, Inc.	76/035,853	2,528,587	USA
Mosaic Fusion	Oxford Industries, Inc.	74/367,115	1,865,312	USA
New England Gentleman	Oxford Industries, Inc.	74/540,914	1,923,768	USA
Non Stop	Oxford Industries, Inc.	73/324,994	1,255,373	USA
Oakdale	Oxford Industries, Inc.		1,244,632	USA
Old Harbour	Oxford Industries, Inc.		1,244,634	USA
Oxford (Korea) #1	Oxford Industries, Inc.		41,404	Korea
Oxford (Korea) #2	Oxford Industries, Inc.	1994-210	1995-193	Korea
Oxford Golf	Oxford Industries, Inc.	Pending		USA
Oxford Shirting plus Design	Piedmont Apparel		1,663,863	USA
Oxford	Oxford		1,555,819	USA

Label	Owner	Application Number	Registration Number	Country
Shirtmakers (#3)	Industries, Inc.			
Oxford Shirtmakers (Italy)	Oxford Industries, Inc.		002964	Italy
Phillip St. John	Oxford Industries, Inc.		1,346,299	USA
Prova	Oxford Industries, Inc.		1,326,020	USA
Quailbrook	Oxford Industries, Inc.		1,524,669	USA
Repose	Oxford Industries, Inc.		1,313,561	USA
Shapely Classic	Oxford Industries, Inc.	72/130,639	762,788	USA
Smart Coat	Oxford Industries, Inc.	76/397,282		USA
Smart Pants	Oxford Industries, Inc.	76/421,699		USA
Smart Separates	Oxford Industries, Inc.	76/421,697		USA
Smart Suit	Oxford Industries, Inc.	76/397,281		USA
Summit	Oxford Industries, Inc.	75/085,226	2,307,650	USA
Superfine 130	Oxford Industries, Inc.	76/509,852		USA
T. Austin	Oxford Industries, Inc.		1,258,607	USA
The Citicloth	Oxford Industries, Inc.		1,455,434	USA
The Lifetime Collar	Oxford Industries, Inc.	76/454,877		USA
Tifton	Oxford Industries, Inc.		1,399,590	USA
To Be Continued	Oxford Industries, Inc.		1,381,539	USA
Trail Gear	Oxford Industries, Inc.		1,244,633	USA
Trotters Club	Oxford Industries, Inc.		1,323,362	USA
U.S. Bound	Oxford Industries, Inc.		1,430,349	USA
Ultimate Shirt	Oxford Industries, Inc.	76/407,450		USA

Label	Owner	Application Number	Registration Number	Country
Weatherbridge	Oxford Industries, Inc.		1,412,444	USA
XCF	Oxford Industries, Inc.	76/243,556		USA

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of June 13, 2003, by and among each of the parties listed on the signature pages hereof and those additional entities that hereafter become parties hereto by executing the form of Supplement attached hereto as Annex 1, as pledgors (collectively, the "Pledgors" and individually, a "Pledgor") and SunTrust Bank, in its capacity as administrative agent for the Lender Group (the "Administrative Agent").

WITNESSETH:

WHEREAS, Oxford Industries, Inc., a Georgia corporation, Oxford of South Carolina, Inc., a South Carolina corporation, and, immediately following the consummation of the Acquisition, Viewpoint International, Inc., a Delaware corporation (the "Borrowers"; and each a "Borrower"), the Subsidiaries of the Borrowers party thereto as Guarantors, the financial institutions party thereto from time to time as Lenders, the financial institutions party thereto from time to time as Issuing Banks, the Administrative Agent and the Syndication Agent are parties to that certain Credit Agreement dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender Group has agreed to extend credit to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Administrative Agent has agreed to act as administrative agent for the benefit of the Lender Group in connection with the transactions contemplated by the Credit Agreement; and

WHEREAS, each Pledgor will realize direct and indirect benefits as a result of the extensions of credit to the Borrowers pursuant to the Credit Agreement and each Pledgor has determined that its execution, delivery and performance of this Agreement is within such Pledgor's corporate, partnership or limited liability company purposes, as applicable, and in the best interests of such Pledgor; and

WHEREAS, it is a condition precedent to any extensions of credit under the Credit Agreement that all of the Pledgors shall have granted the security interest contemplated by this Agreement in order to secure the prompt and complete payment, observance and performance of, among other things, (a) the obligations of the Pledgors now or hereafter arising from this Agreement and (b) all of the Obligations of the Borrower Parties now or hereafter arising under the Credit Agreement (including, without limitation, any interest, fees and other charges in respect of the Credit Agreement and the other Loan Documents that would accrue but for the filing of an Insolvency Proceeding with respect to the Borrower Parties, whether or not such claim is allowed in such Insolvency Proceeding) ((a) and (b) being hereinafter together referred to as the "Secured Obligations").

NOW, THEREFORE, for and in consideration of the premises set forth above and for

other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Pledgors hereby agree as follows:

1. Defined Terms.

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

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

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

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the Subsidiary Guaranty and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all the Secured Obligations, each Pledgor hereby grants and pledges to the Administrative Agent, for the benefit of the Lender Group, a security interest in and lien on all of such Pledgor’s right, title and interest in and to such Pledgor’s now owned or existing and hereafter adopted, acquired or arising:

(a) (i) trademarks, service marks, service names, trade dress, logos, trade names and corporate names and in each case registrations and applications for registration thereof, including registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor’s business symbolized by the foregoing and connected therewith and (E) all of such Pledgor’s rights corresponding thereto throughout the world (all of the foregoing trademarks, service names, trade dress, logos, trade names and corporate names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the “Trademarks” and (ii) all proceeds of any and

all of the foregoing including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Schedule 3 attached hereto and made a part hereof, and (A) all reissues, continuations, extensions or renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(D) in this paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all products and proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark, copyright or other intellectual property, including software, license agreements with any other party, whether such Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Administrative Agent's rights under the Credit Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by such Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 4(d), the grant of a security interest in the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement or the assignment of Pledgor's rights under the License; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 4(d) shall be deemed to apply thereto automatically; and provided, further however, that such Pledgor shall fully disclose to the Administrative Agent all such prohibitions contained in the Licenses listed on Schedule 4 and shall promptly notify the Administrative Agent upon the termination of such prohibitions.

5. Restrictions on Future Agreements. Each Pledgor agrees that it will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and such Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or knowingly fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the material rights associated with the Trademarks, Patents, Copyrights or Licenses (subject to Sections 8 and 10).

6. New Trademarks, Patents, Copyrights and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 under such Pledgor's name, include all of the Trademarks now owned or held by such Pledgor, (b) the Patents listed on Schedule 2 under such Pledgor's name include all of the Patents now owned or held by such Pledgor, (c) the Copyrights listed on Schedule 3 under such Pledgor's name include all of the Copyrights now owned or held by such Pledgor in whole or in part and that the Copyrights are subsisting and have not been adjudged invalid or unenforceable, (d) the Licenses listed on Schedule 4 under such Pledgor's name include all of the patent, trademark or copyright license agreements under which such Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests, charges or encumbrances in such Trademarks, Patents, Copyrights or Licenses have been granted by such Pledgor to any Person, which are still in effect, other than the Administrative Agent and except as permitted in the Credit Agreement. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any new patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent, copyright or other intellectual property license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Each Pledgor shall give to the Administrative Agent prompt written notice of events described in clauses (i), (ii), (iii), (iv) and (v) of the preceding sentence. Without limiting the generality of the foregoing, within forty-five days of the end of each fiscal year (or more frequently as reasonably requested by the Administrative Agent), each Pledgor shall deliver to the Administrative Agent updates or supplements to Schedules 1, 2, 3 and 4 as of the last day of such fiscal year. Each Pledgor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under paragraph 4 above or under this paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under paragraph 4 above or under this paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations and recordings thereof and all applications in connection therewith, which are Copyrights under paragraph 4 above or under this paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent, copyright or other intellectual property license agreements that are Licenses under paragraph 4 above or under this paragraph 6

and not otherwise excluded from the security interest granted under paragraph 4, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3 thereto, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements. The Administrative Agent agrees to provide notice to the Pledgors of any modification made pursuant to subclauses (i), (ii), (iii) or (iv) of the preceding sentence and with copies of any filings made pursuant to subclause (v) of such sentence.

7. Royalties. Each Pledgor hereby agrees that the use by the Administrative Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender Group to such Pledgor.

8. Right to Inspect; Further Agreements and Security Interest. The Administrative Agent may from time to time hereafter (during normal business hours and upon reasonable notice to the applicable Pledgor if no Event of Default has occurred and is continuing or at any time with or without notice if an Event of Default has occurred and is continuing), have access to, examine, audit and inspect such Pledgor's premises and examine such Pledgor's books, records and operations relating to the Trademarks, Patents, Copyrights and Licenses. Each Pledgor agrees not to sell or assign its respective interests in, or grant any security interest in or license under, the Trademarks, Patents, Copyrights or Licenses (other than non-material Trademarks no longer in use) without the prior and express written consent of the Administrative Agent.

9. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Secured Obligations have been paid in full in cash or otherwise satisfied to the satisfaction of the Lender Group and the obligation of the Lender Group to extend credit pursuant to the Credit Agreement has been terminated.

10. Duties of the Pledgors. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of its business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of the Agreement, and (c) to take all necessary action to preserve and maintain all of such Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. Each Pledgor further agrees with respect to any of the Trademarks, Patents, Copyrights and Licenses material to the business of such Pledgor (i) not to abandon any Trademark, Patent, Copyright or License without the prior

written consent of the Administrative Agent, and (ii) to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses. Any expenses incurred in connection with the foregoing shall be borne by the applicable Pledgor. Neither the Administrative Agent nor any member of the Lender Group shall have any duty, other than any duty imposed by law, with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Administrative Agent shall be under no obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith (including, without limitation, reasonable fees and expenses of attorney and other professionals for the Administrative Agent) shall be for the sole account of such Pledgor and shall be added to the Secured Obligations secured hereby.

11. The Administrative Agent's Right to Sue. From and after the occurrence 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 the Trademarks, Patents, Copyrights or Licenses and, if the Administrative Agent shall commence any such suit, such Pledgor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. Each Pledgor shall, upon demand, promptly reimburse the Administrative Agent for all expenses to the extent and in the manner set forth in the Credit Agreement of the Administrative Agent, including without limitation, all costs of enforcement,.

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

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

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably appoints the Administrative Agent its attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to any Person, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights and Licenses to any Person, and (iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Administrative Agent deems in its best interest for payment of the Secured Obligations. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated at which time such power of attorney shall be revoked. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or any member of the Lender Group under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement or in the other Loan Documents, all rights and remedies now or hereafter allowed by law or in equity or by statute or otherwise and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-610, Section 9-620 or other equivalent provisions of the UCC as in effect in any jurisdiction with respect to the Trademarks, Patents, Copyrights and Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses 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, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights or Licenses whether established hereby, by the Credit Agreement or 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 of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. Each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonably and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Indemnification by the Pledgors. Each Pledgor shall indemnify and hold harmless the Administrative Agent and each other member of the Lender Group and any other Person acting hereunder to the extent and in the manner set forth in Section 6.18 of the Credit

Agreement. This provision shall survive the termination of this Agreement and the Credit Agreement and the repayment of the Secured Obligations.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor and its successors and assigns, and shall inure to the benefit of each of the Administrative Agent, the other members of the Lender Group and their respective nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of such Pledgor; provided, however, that such Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof, except to the extent that under the Uniform Commercial Code as in effect in the State of New York, from time to time, the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York.

19. Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to the Administrative Agent and each Pledgor, as applicable, at such party's address specified in the Credit Agreement, or at such other address as shall be designated by such party in a written notice to the other party.

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

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

22. Merger. **THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

23. Effectiveness. This Agreement shall become effective on the date hereof.

24. New Pledgors. Pursuant to Section 4.4 of the Credit Agreement, the Target and each Domestic Subsidiary of the Target is required to enter into this Agreement by executing and delivering to the Administrative Agent certain Loan Documents and Security Documents, including without limitation, a supplement to the Intellectual Property Security Agreement in the form of Annex 1 attached hereto. Without limiting the generality of the foregoing, pursuant to Section 6.21 of the Credit Agreement, any new Domestic Subsidiary (whether by acquisition, creation or designation) of any of the Borrower Parties, is required to enter into this Agreement by executing and delivering in favor of the Administrative Agent an instrument in the form of Annex 1 attached hereto. Upon the execution and delivery of Annex 1 by the Target, each

Domestic Subsidiary of the Target and each other new Domestic Subsidiary of any Borrower Party, the Target, such Domestic Subsidiary of the Target and such other Domestic Subsidiary of any Borrower Party shall become a Pledgor hereunder with the same force and effect as if originally named as a Pledgor herein. The execution and delivery of any instrument adding an additional Pledgor as a party to this Agreement shall not require the consent of any Pledgor hereunder. The rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Pledgor hereunder.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed before me this 12th day of June, 2003

LIONSHEAD CLOTHING COMPANY,
a Delaware corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier, Jr.
Title: Treasurer

[Signature]

NOTARY PUBLIC
My Commission Expires:

KEITH M. WATSON
NOTARY PUBLIC, State of New York
No. 01W15061358
Qualified in New York County
Commission Expires July 14, 2003

Sworn to and subscribed before me this 12th day of June, 2003

MERONA INDUSTRIES, INC., a Delaware corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier, Jr.
Title: Treasurer

[Signature]

NOTARY PUBLIC
My Commission Expires:

KEITH M. WATSON
NOTARY PUBLIC, State of New York
No. 01W15061358
Qualified in New York County
Commission Expires July 14, 2003

Sworn to and subscribed before me this 12th day of June, 2003

OXFORD CARIBBEAN, INC., a Delaware corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier, Jr.
Title: Treasurer

[Signature]

NOTARY PUBLIC
My Commission Expires:

KEITH M. WATSON
NOTARY PUBLIC, State of New York
No. 01W15061358
Qualified in New York County
Commission Expires July 14, 2003

Sworn to and subscribed
before me this 12th day
of June, 2003

OXFORD CLOTHING COMPANY, a Georgia
corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier, Jr.
Title: Treasurer

[Signature]

NOTARY PUBLIC
My Commission Expires:

KEITH M. WIXSON
NOTARY PUBLIC, State of New York
No. 01W15081858
Qualified in New York County
Commission Expires July 14, 2003.

OXFORD GARMENT, INC., a Delaware
corporation, as a Pledgor

Sworn to and subscribed
before me this 12th day
of June, 2003

By: [Signature]
Name: J. Reese Lanier, Jr.
Title: Treasurer

[Signature]

NOTARY PUBLIC
My Commission Expires:

KEITH M. WIXSON
NOTARY PUBLIC, State of New York
No. 01W15081858
Qualified in New York County
Commission Expires July 14, 2003.

OXFORD INDUSTRIES, INC., a Georgia
corporation, as a Pledgor

Sworn to and subscribed
before me this 12th day
of June, 2003

By: [Signature]
Name: J. Reese Lanier, Jr.
Title: Treasurer

[Signature]

NOTARY PUBLIC
My Commission Expires:

KEITH M. WIXSON
NOTARY PUBLIC, State of New York
No. 01W15081858
Qualified in New York County
Commission Expires July 14, 2003.

OXFORD INTERNATIONAL, INC., a Georgia
corporation, as a Pledgor

Sworn to and subscribed
before me this 12th day
of June, 2003

By: [Signature]
Name: J. Reese Lanier, Jr.
Title: Treasurer


[Signature]

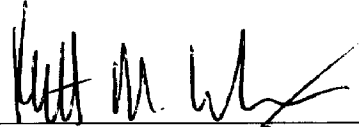
NOTARY PUBLIC
My Commission Expires:
INTELLECTUAL PROPERTY SECURITY AGREEMENT

KEITH M. WIXSON
NOTARY PUBLIC, State of New York
No. 01W15081858
Qualified in New York County
Commission Expires July 14, 2003

Sworn to and subscribed
before me this 12th day
of June, 2003

OXFORD OF SOUTH CAROLINA, INC.,
a South Carolina corporation, as a Pledgor

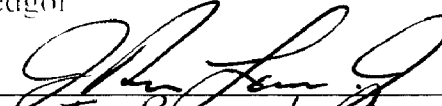
By: 
Name: J. Reese Lanier, Jr.
Title: Treasurer


NOTARY PUBLIC
My Commission Expires:

KEITH M. WESSON
NOTARY PUBLIC, State of New York
No. 01V/15031358
Qualified in New York County
Commission Expires July 14, 2003

Sworn to and subscribed
before me this 12th day
of June, 2003

**OXFORD PRIVATE LIMITED OF
DELAWARE, INC.,** a Delaware corporation,
as a Pledgor

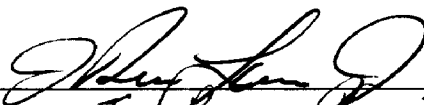
By: 
Name: J. Reese Lanier, Jr.
Title: Treasurer


NOTARY PUBLIC
My Commission Expires:

KEITH M. WESSON
NOTARY PUBLIC, State of New York
No. 01V/15031358
Qualified in New York County
Commission Expires July 14, 2003

Sworn to and subscribed
before me this 12th day
of June, 2003

PIEDMONT APPAREL CORPORATION,
a Delaware corporation, as a Pledgor


By: 
Name: J. Reese Lavin, Jr.
Title: Treasurer

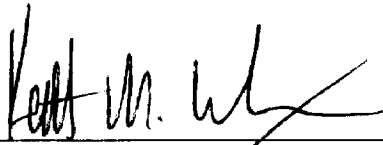

NOTARY PUBLIC
My Commission Expires:

KEITH M. WINSON
NOTARY PUBLIC, State of New York
No. 01WI5081858
Qualified in New York County
Commission Expires July 14, 2003

Sworn to and subscribed
before me this 12th day
of June, 2003

SUNTRUST BANK, as Administrative Agent

By: 
Name: Ken Bauchle
Title: VP


NOTARY PUBLIC
My Commission Expires:

KEITH M. WINSON
NOTARY PUBLIC, State of New York
No. 01WI5081858
Qualified in New York County
Commission Expires July 14, 2003

Schedule 1
to
Intellectual Property Security Agreement

Current Trademarks

Trademarks

Label	Owner	Application Number	Registration Number	Country
"O" (plus design)	Oxford Industries, Inc.	729,102	1,550,250	USA
928	Oxford Industries, Inc.	339,437	1,222,689	USA
928 ("to" is placed under "2") Design	Oxford Industries, Inc.	74/268,033	1,761,460	USA
Act III	Oxford Industries, Inc.	72/438,988	0973,471	USA
Act III (Argentina)	Oxford Industries, Inc.		1,617,472	Argentina
Act III (Brazil)	Oxford Industries, Inc.		81,911,810	Brazil
Act III (Brazil)	Oxford Industries, Inc.		819,118	Brazil
Act III (Honduras)	Oxford Industries, Inc.		66,229	Honduras
Bertoni	Oxford Industries, Inc.	74/592,754	1,952,047	USA
Breathing Room	Oxford Industries, Inc.	76/407,285		USA
Career Editions	Oxford Industries, Inc.		1,346,400	USA
Carlye	Oxford Industries, Inc.	71/469,829	409,585	USA
Cattleman	Oxford Industries, Inc.	74/143,636	1,731,204	USA
Cattleman	Oxford Industries, Inc.	74/007,488	1,605,723	USA
Chapter Two	Oxford Industries, Inc.	547,378	0962,110	USA
Christopher Hunt	Oxford Industries, Inc.		1,522,687	USA

Label	Owner	Application Number	Registration Number	Country
Cos Cob (#1)	Oxford Industries, Inc.		832,582	USA
Country Charmer	Oxford Industries, Inc.	00292280		UK
Country Charmers and Design	Oxford Industries, Inc.	74/144,591	1,685,405	USA
Crop & Saddle	Oxford Industries, Inc.		1,528,387	USA
Cumberland Outfitters	Oxford Industries, Inc.	Pending		Austria
Cumberland Outfitters	Oxford Industries, Inc.	Pending		Canada
Cumberland Outfitters	Oxford Industries, Inc.	74/689,426	2,031,132	USA
Ely	Oxford Industries, Inc.	72/410,888	955,223	USA
Ely Casuals	Oxford Industries, Inc.	76/280,882	2,703,121	USA
Ely Cattleman	Oxford Industries, Inc.	Pending		Canada
Ely Cattleman	Oxford Industries, Inc.	00292287		UK
Ely Diamond and Design	Oxford Industries, Inc.	74/143,649	1,690,259	USA
Ely Plains	Oxford Industries, Inc.	74/143,774	1,674,367	USA
Everpress	Piedmont Apparel	74/520,289	1,947,569	USA
Evolution by Lanier	Oxford Industries, Inc.	74/605,166	2,283,454	USA
Exterior Design	Oxford Industries, Inc.		2,097,901	USA
Fuzor	Oxford Industries, Inc.	76/097,646	2,469,765	USA
Holbrook	Oxford Industries, Inc.		2,089,513	USA
Holbrook	Oxford Industries, Inc.		917,690	USA
Holbrook (Benelux)	Oxford Industries, Inc.		394,273	Benelux
Holbrook (France)	Oxford Industries, Inc.		1,251,654	France
Holbrook	Oxford		922,424	Germany

Label	Owner	Application Number	Registration Number	Country
(Germany)	Industries, Inc.			
Holbrook (Italy)	Oxford Industries, Inc.		002,963	Italy
Hook and Bullet	Oxford Industries, Inc.	76/017,428	2,553,820	USA
Impromptu	Oxford Industries, Inc.	429,996	1,294,542	USA
Impromptu	Oxford Industries, Inc.	75/251,851	2,118,145	USA
JBJ	Oxford Industries, Inc.		1,490,301	USA
Jesse Jeans	Oxford Industries, Inc.	74/575,493	2,164,236	USA
Kaitlin Conner	Oxford Industries, Inc.	74/461,006	1,901,252	USA
Kashmina	Oxford Industries, Inc.	76/491,943		USA
Lana Moda	Oxford Industries, Inc.		1,810,289	USA
Lanier	Oxford Industries, Inc.		1,386,068	USA
Lanier Clothes	Piedmont Apparel		1,001,567	USA
Links Tech	Oxford Industries, Inc.	76/035,853	2,528,587	USA
Mosaic Fusion	Oxford Industries, Inc.	74/367,115	1,865,312	USA
New England Gentleman	Oxford Industries, Inc.	74/540,914	1,923,768	USA
Non Stop	Oxford Industries, Inc.	73/324,994	1,255,373	USA
Oakdale	Oxford Industries, Inc.		1,244,632	USA
Old Harbour	Oxford Industries, Inc.		1,244,634	USA
Oxford (Korea) #1	Oxford Industries, Inc.		41,404	Korea
Oxford (Korea) #2	Oxford Industries, Inc.	1994-210	1995-193	Korea
Oxford Golf	Oxford Industries, Inc.	Pending		USA
Oxford Shirting plus Design	Piedmont Apparel		1,663,863	USA
Oxford	Oxford		1,555,819	USA

Label	Owner	Application Number	Registration Number	Country
Shirtmakers (#3)	Industries, Inc.			
Oxford Shirtmakers (Italy)	Oxford Industries, Inc.		002964	Italy
Phillip St. John	Oxford Industries, Inc.		1,346,299	USA
Prova	Oxford Industries, Inc.		1,326,020	USA
Quailbrook	Oxford Industries, Inc.		1,524,669	USA
Repose	Oxford Industries, Inc.		1,313,561	USA
Shapely Classic	Oxford Industries, Inc.	72/130,639	762,788	USA
Smart Coat	Oxford Industries, Inc.	76/397,282		USA
Smart Pants	Oxford Industries, Inc.	76/421,699		USA
Smart Separates	Oxford Industries, Inc.	76/421,697		USA
Smart Suit	Oxford Industries, Inc.	76/397,281		USA
Summit	Oxford Industries, Inc.	75/085,226	2,307,650	USA
Superfine 130	Oxford Industries, Inc.	76/509,852		USA
T. Austin	Oxford Industries, Inc.		1,258,607	USA
The Citicloth	Oxford Industries, Inc.		1,455,434	USA
The Lifetime Collar	Oxford Industries, Inc.	76/454,877		USA
Tifton	Oxford Industries, Inc.		1,399,590	USA
To Be Continued	Oxford Industries, Inc.		1,381,539	USA
Trail Gear	Oxford Industries, Inc.		1,244,633	USA
Trotters Club	Oxford Industries, Inc.		1,323,362	USA
U.S. Bound	Oxford Industries, Inc.		1,430,349	USA
Ultimate Shirt	Oxford Industries, Inc.	76/407,450		USA

Label	Owner	Application Number	Registration Number	Country
Weatherbridge	Oxford Industries, Inc.		1,412,444	USA
XCF	Oxford Industries, Inc.	76/243,556		USA

Schedule 2
to
Intellectual Property Security Agreement

Patents

1. Patent Number 4,579,329 Single ply pickup apparatus and method; owned by Oxford Industries, Inc.
2. Patent Number 5,123,367 Method and apparatus for forming and stacking a folded sew ply; owned by Oxford Industries, Inc.
3. Patent Number 4,787,325 Cloth Ply folding and sewing apparatus; owned by Oxford Industries, Inc.
4. Patent Number 4,478,359 Method of forming and inserting collar stays; owned by Oxford Industries, Inc.

Patent Applications

None.

Schedule 3
to
Intellectual Property Security Agreement

Copyrights

1. Butterfly on Denim Dress -VA-140-046; owned by Oxford Industries, Inc.
2. Cowboy and horses -VA-172-083; owned by Oxford Industries, Inc.

Schedule 4
to
Intellectual Property Security Agreement

Licenses

1. Geoffrey Beene License Agreement between Geoffrey Beene, Inc. and Oxford Industries, Inc., dated January 29, 1997, Amendment dated June 4, 1998 and Amendment dated April 28, 2003.
2. Nautica License Agreement between Nautica Apparel, Inc. and Oxford Industries, Inc., dated December 1, 1995 and Amendment dated March 26, 2003.
3. Oscar De La Renta License Agreement between Oscar de la Renta, Ltd. and Oxford Industries, Inc., dated June 3, 1998
4. Slates Tailored Clothing and Dockers License Agreement between Levi Strauss & Co. and Oxford Industries, Inc., dated January 31, 2000, Amendment No. 1 dated June 30, 2001 and Amendment No. 2 dated July 22, 2002.
5. Tommy Hilfiger Licensing USA Dress Shirt License Agreement between Tommy Hilfiger Licensing, Inc. and Oxford Industries, Inc., dated August 4, 1993, First Amendment dated January 1, 1997, Second Amendment dated May 30, 2002 and Third Amendment dated January 21, 2003.
6. Tommy Hilfiger Licensing Men's Golf License Agreement between Tommy Hilfiger Licensing, Inc. and Oxford Industries, Inc., dated October 4, 1994, First Amendment dated September 7, 2001 and Second Amendment dated January 9, 2003.
7. Tommy Hilfiger Licensing Women's Golf License Agreement between Tommy Hilfiger Licensing, Inc. and Oxford Industries, Inc., dated February 25, 2000, First Amendment dated April 30, 2002 and Second Amendment dated January 9, 2003.
8. Tommy Hilfiger Licensing Canada Dress Shirt License Agreement between Tommy Hilfiger Licensing, Inc. and Oxford Industries, Inc., dated June 15, 1995, Amendment dated September 1, 1996, Amendment dated May 30, 2002 and Third Amendment dated January 21, 2003.
9. Bobby Brooks License Agreement between Garan, Inc. and Oxford Industries, Inc., dated October 1, 1996.
10. PVH (Izod Club) License Agreement between Oxford Industries, Inc. and Phillips-Van Heusen Corporation, dated September 15, 1999 and Amendment dated January 10, 2002.
11. Essante License Agreement between Oxford Industries, Inc. and Superba, Inc. and Letter of Understanding dated June 28, 2002.
12. Kathie Lee and Kathie Lee Gifford License Agreement between Oxford Industries, Inc. and Kellwood Company, dated November 1, 2001.
13. The TLC Collar License Agreement between Oxford Industries, Inc. and L-K Enterprises, LLC, dated December 12, 2001.
14. Pucker Free Seam Technology License Agreement between Oxford Industries, Inc. and TAL Tech, Ltd., dated November 15, 2001 and Amendment dated September 9, 2002.

Annex 1 to
Intellectual Property Security Agreement -
Supplement No. 1

Supplement No. 1 (this "Supplement") dated as of June 13, 2003 to the Intellectual Property Security Agreement dated as of June 13, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "IP Security Agreement") by each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (each a "Pledgor" and collectively, the "Pledgors") and SunTrust Bank, in its capacity as administrative agent for the Lender Group (the "Administrative Agent").

WITNESSETH:

WHEREAS, Oxford Industries, Inc., a Georgia corporation, Oxford of South Carolina, Inc., a South Carolina corporation, and, immediately following the consummation of the Acquisition, Viewpoint International, Inc., a Delaware corporation as borrowers (the "Borrowers"), the Subsidiaries of the Borrowers party thereto as Guarantors, the financial institutions party thereto from time to time as Lenders, the financial institutions party thereto from time to time as Issuing Banks, the Administrative Agent and the Syndication Agent are parties to that certain Credit Agreement dated as of June 13, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), pursuant to which the Lender Group has agreed to extend credit to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the IP Security Agreement, and if not defined therein, in the Credit Agreement; and

WHEREAS, the Pledgors have entered into the IP Security Agreement in order to induce the Lender Group to make extensions of credit from time to time to the Borrowers; and

WHEREAS, pursuant to Section 4.4 of the Credit Agreement, each of the Target and each Domestic Subsidiary of the Target is required to enter into this Agreement by executing and delivering to the Administrative Agent certain Loan Documents and Security Documents, including without limitation, a supplement to the IP Security Agreement in the form of Annex 1 attached hereto and the execution of a supplement to the IP Security Agreement by the undersigned new Pledgor or Pledgors (collectively, the "New Pledgors" and individually, a "New Pledgor") may be accomplished by the execution of this Supplement in favor of the Administrative Agent for the benefit of the Lender Group;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the New Pledgor hereby agrees as follows:

SECTION 1. In accordance with Section 24 of the IP Security Agreement, each New Pledgor, by its signature below, becomes a 'Pledgor' under the IP Security Agreement with the same force and effect as if originally named therein as a 'Pledgor' and the New Pledgor hereby (a) agrees to all of the terms and provisions of the IP Security Agreement applicable to it as a

'Pledgor' thereunder and (b) represents and warrants that the representations and warranties made by it as a 'Pledgor' thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Pledgor, as security for the complete and timely payment and performance and satisfaction of all the Secured Obligations, does hereby grant and pledge to the Administrative Agent, for the benefit of the Lender Group, a security interest in and lien on all of the Trademarks, Patents, Copyrights and Licenses of such New Pledgor, whether now owned or existing and hereafter adopted, acquired or arising, to secure the complete and timely payment and performance and satisfaction of the Secured Obligations (including, without limitation, any interest, fees and other charges in respect of the Credit Agreement and the other Loan Documents that would accrue but for the filing of an Insolvency Proceeding with respect to the Borrower Parties, whether or not such claim is allowed in such Insolvency Proceeding). Schedule 1, "Trademarks," Schedule 2, "Patents," Schedule 3, "Copyrights" and Schedule 4, "Licenses" attached hereto supplement Schedule 1, Schedule 2, Schedule 3 and Schedule 4, respectively, to the IP Security Agreement and shall be deemed a part thereof for all purposes of the IP Security Agreement. Each reference to a 'Pledgor' in the IP Security Agreement shall be deemed to include each New Pledgor. The IP Security Agreement is incorporated herein by reference.

SECTION 2. Each New Pledgor represents and warrants to the Administrative Agent and the other members of the Lender Group that this Supplement has been duly executed and delivered by such New Pledgor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

SECTION 3. This Supplement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

SECTION 4. Except as expressly supplemented hereby, the IP Security Agreement shall remain in full force and effect.

SECTION 5. This Supplement shall be construed in accordance with and governed by the laws of the State of New York without regard to the conflict of laws principles thereof, except to the extent that under the Uniform Commercial Code as in effect in the State of New York, from time to time, the validity or perfection of the security interest hereunder or remedies hereunder, in respect of any particular Collateral, are governed by the laws of a jurisdiction other than the State of New York.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, each New Pledgor has duly executed this Supplement to the IP Security Agreement as of the day and year first above written.

NEW PLEDGORS:

VIEWPOINT INTERNATIONAL, INC.,
a Delaware corporation

Sworn to and subscribed
before me this ____ day
of _____, 2003

By: _____
Name: _____
Title: _____

NOTARY PUBLIC

TOMMY BAHAMA R&R HOLDINGS, INC.,
a Delaware corporation

Sworn to and subscribed
before me this ____ day
of _____, 2003

By: _____
Name: _____
Title: _____

NOTARY PUBLIC

TOMMY BAHAMA ALA MOANA LLC,
a Delaware limited liability company,
TOMMY BAHAMA BILTMORE, LLC,
a Delaware limited liability company,
TOMMY BAHAMA BIRMINGHAM, LLC,
a Delaware limited liability company,
TOMMY BAHAMA BOCA RATON, LLC,
a Delaware limited liability company,
TOMMY BAHAMA CAFE EMPORIUM,
LLC,
a Delaware limited liability company,
TOMMY BAHAMA CHERRY CREEK, LLC,
a Delaware limited liability company,
TOMMY BAHAMA CHICAGO, LLC,
a Delaware limited liability company,
TOMMY BAHAMA CORAL GABLES, LLC,
a Delaware limited liability company,
TOMMY BAHAMA DESTIN, LLC,
a Delaware limited liability company,
TOMMY BAHAMA FARMERS MARKET,
LLC,
a Delaware limited liability company,
TOMMY BAHAMA KANSAS CITY, LLC,
a Delaware limited liability company,

TOMMY BAHAMA LA JOLLA, LLC,
a Delaware limited liability company,
TOMMY BAHAMA LAS OLAS LLC, a
Delaware limited liability company,
TOMMY BAHAMA LAS VEGAS, LLC,
a Delaware limited liability company,
**TOMMY BAHAMA LAS VEGAS FASHION
SHOW, LLC,**
a Delaware limited liability company,
**TOMMY BAHAMA MANHATTAN
VILLAGE, LLC,**
a Delaware limited liability company,
TOMMY BAHAMA MAUNA LANI, LLC,
a Delaware limited liability company,
TOMMY BAHAMA MYRTLE BEACH, LLC,
a Delaware limited liability company,
**TOMMY BAHAMA NEWPORT BEACH
LLC,**
a Delaware limited liability company,
**TOMMY BAHAMA NORTH SCOTTSDALE,
LLC,**
a Delaware limited liability company,
TOMMY BAHAMA ORLANDO, LLC,
a Delaware limited liability company,
TOMMY BAHAMA PALM DESERT, LLC, a
Delaware limited liability company,
TOMMY BAHAMA PALO ALTO, LLC,
a Delaware limited liability company,
TOMMY BAHAMA PASADENA, LLC,
a Delaware limited liability company,
TOMMY BAHAMA PRIMM, LLC,
a Delaware limited liability company,
**TOMMY BAHAMA SAN DIEGO FASHION
VALLEY, LLC,**
a Delaware limited liability company,
TOMMY BAHAMA SAN JOSE, LLC,
a Delaware limited liability company,
TOMMY BAHAMA SARASOTA, LLC, a
Delaware limited liability company,
TOMMY BAHAMA ST. AUGUSTINE, LLC,
a Delaware limited liability company,
TOMMY BAHAMA TAMPA, LLC,
a Delaware limited liability company,
TOMMY BAHAMA TUCSON, LLC,
a Delaware limited liability company,
TOMMY BAHAMA WAILEA, LLC,
a Delaware limited liability company,

TOMMY BAHAMA WALNUT CREEK, LLC,
a Delaware limited liability company,
TOMMY BAHAMA WEST PALM, LLC,
a Delaware limited liability company,
**TOMMY BAHAMA WHALERS VILLAGE,
LLC,**
a Delaware limited liability company,
**TOMMY BAHAMA WOODBURY
COMMON, LLC,**
a Delaware limited liability company,

By: Tommy Bahama R&R Holdings, Inc., as
sole member of each of the above-named
limited liability companies

Sworn to and subscribed
before me this ____ day
of _____, 2003

By: _____
Name: _____
Title: _____

NOTARY PUBLIC

TOMMY BAHAMA R&R TEXAS, INC., a
Texas corporation

Sworn to and subscribed
before me this ____ day
of _____, 2003

By: _____
Name: _____
Title: _____

NOTARY PUBLIC

TOMMY BAHAMA AUSTIN, L.P., a Texas
limited partnership,
TOMMY BAHAMA DALLAS, L.P., a Texas
limited partnership,

By: **TOMMY BAHAMA R&R TEXAS, INC.**,
as general partner of each of the above-
named limited partnerships

Sworn to and subscribed
before me this ____ day
of _____, 2003

By: _____
Name: _____
Title: _____

NOTARY PUBLIC

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

Sworn to and subscribed
before me this ____ day
of _____, 2003

By: _____

Name: _____

Title: _____

NOTARY PUBLIC

Atlanta
Beijing
Hong Kong
London
Los Angeles
New York
Orange County
San Francisco
Stamford
Tokyo
Washington, D.C.

(404) 815-2301
donnahunter@paulhastings.com

June 19, 2003

25552.00061

VIA U.S. EXPRESS MAIL

Mail Stop Assignment Recordation Services
Director of the US Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

Re: Recordation of Trademark Documents – Oxford Industries, Inc.

Dear Sir or Madam:

For the recordation of the grants of security interest in various United States Trademark applications and registrations, enclosed please find the following documents:

1. Grant of Security interest in Trademarks from **Lionshead Clothing Company, Merona Industries, Inc., Oxford Caribbean, Inc., Oxford Clothing Company, Oxford Garment, Inc., Oxford Industries, Inc., Oxford International, Inc., Oxford of South Carolina, Inc., Oxford Private Limited of Delaware, Inc. and Piedmont Apparel Corporation to SunTrust Bank**
 - a. Trademark Recordation Form Cover Sheet;
 - b. Schedule 1 to Intellectual Property Security Agreement;
 - b. Intellectual Property Security Agreement;
 - c. A check in the amount of \$1,690.00 for the applicable filing fees.

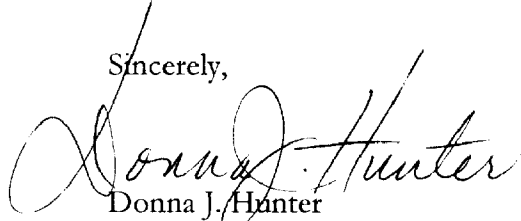
Please record the enclosed documents and amend your records to reflect such grants of security interests.

We request that you charge any deficiencies, or credit any overpayments to Paul, Hastings, Janofsky & Walker LLP's Deposit Account Number 16-0752.

Do not hesitate to contact me should you have any questions regarding this matter.

Commissioner of Patents and Trademarks
SunTrust/Oxford Industries, Inc.
June 19, 2003
Page 2

Sincerely,

A handwritten signature in cursive script that reads "Donna J. Hunter". The signature is written in black ink and is positioned above the printed name.

Donna J. Hunter
for PAUL, HASTINGS, JANOFSKY & WALKER LLP

Enclosures

cc: Chris D. Molen, Esq.
Kathleen O. Currey, Esq.
Gretchen E. von Dwingelo, Esq.
Uche O. Eronini, Esq.

CERTIFICATE OF EXPRESS MAILING

“Express Mail” mailing label number:

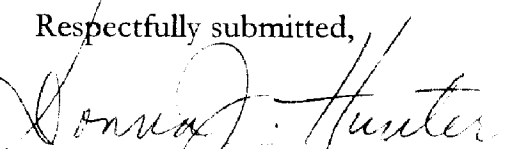
EL672901805US

Date of Deposit:

June 19, 2003

I hereby certify that the enclosed two Trademark Recordation Form Cover Sheets, two copies of the Intellectual Property Security Agreement, two transmittal letters and two checks for the filing fees are being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service under 37 C.F.R. 1.10 on the date indicated above and is addressed to Mail Stop Assignment Recordation Services, Director of the U.S. Patent and Trademark Office, P.O. Box 1450, Alexandria, Virginia 22313-1450.

Respectfully submitted,



Donna J. Hunter

for PAUL, HASTINGS, JANOFSKY & WALKER LLP
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Atlanta, Georgia 30308-2222
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