

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Swank, Inc.

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

Citizenship (see guidelines) Delaware

Execution Date(s) 6/30/2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Wells Fargo Foothill, Inc.

Internal

Address:

Street Address: One Boston Place, 18th floor

City: Boston

State: MA

Country: USA Zip: 02108

- Association Citizenship
- General Partnership Citizenship
- Limited Partnership Citizenship
- Corporation Citizenship California
- Other Citizenship

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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A attached

B. Trademark Registration No.(s)

See Schedule A attached

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Julie E. Tamburo

Internal Address: Bingham McCutchen LLP

Street Address: 150 Federal Street

City: Boston

State: MA Zip: 02110

Phone Number: 617-951-8055

Fax Number: 617-951-8736

Email Address: julie.tamburo@bingham.com

6. Total number of applications and registrations involved:

36

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$915.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers 2155
Expiration Date 8/06

b. Deposit Account Number _____
Authorized User Name Julie E. Tamburo

9. Signature:


Signature

7/12/04
Date

Julie E. Tamburo

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 24

Documents to be recorded (including cover sheet) should be faxed to (703) 308-5996, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

SCHEDULE A

Trademarks and Trademark Registrations

<u>Trademark</u> or <u>Service Mark</u>	<u>Registrations --</u> United States Patent and Trademark Office <u>Registration No.</u>	<u>Registration Date</u>
90 Park	1,436,059	4/7/1987
90 Park Ave	2,536,534	2/5/2002
Arts of the World	711,504	2/21/1961
Biagi	1,034,792	3/2/1976
Biagi (Stylized)	935,850	6/20/1972
Cobbler Design	944,394	10/10/1972
Cobbler Design	1,136,267	5/27/1980
Crestline	960,189	6/5/1973
Grand Prix	736,006	8/14/1962
Grand Prix	749,612	5/21/1963
Grand Prix	879,750	11/4/1969
Kum-A-Part	800,343	12/14/1965
Lady Swank	798,541	11/9/1965
Lady Swank	798,688	11/16/1965
Lady Swank	832,343	7/25/1967
Pocket Slims	2,596,672	7/23/2002
Rain Cane	842,519	1/16/1998
Rain-O-Matic	1,035,352	3/9/1976
Requisites	1,464,135	11/10/1987
Richard Scott	1,340,951	6/11/1985
S in Pentagon Design	742,982	1/1/1963
Saxony	1,468,975	12/15/1987
Swank	675,988	3/24/1959
Swank	735,683	8/7/1962
Swank	1,131,853	3/11/1980
Swank	2,211,415	12/15/1998
Swank (Stylized)	244,634	7/24/1998
Swank (Stylized)	340,191	11/3/1936
Swank (Stylized)	339,920	10/27/1936
Swank (Stylized)	329,397	10/29/1935
Swank (Stylized)	341,515	12/8/1936
Swank (Stylized)	328,528	9/1/1935
Swank (Stylized)	259,457	7/30/1929
Swank (Stylized)	511,654	6/28/1949
The Hitching Post	799,500	11/30/1965

Trademark
or
Service Mark

Pending Applications --
United States Patent and Trademark Office
Serial No. Filing Date

Tivoli

76/282,491

7/9/2001

**TRADEMARK COLLATERAL
SECURITY AND PLEDGE AGREEMENT**

TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT dated as of June 30, 2004, between SWANK, INC., a Delaware corporation having its principal place of business at 90 Park Avenue, New York, New York 10016 (the "Assignor"), and WELLS FARGO FOOTHILL, INC., a California corporation having an office at One Boston Place, 18th Floor, Boston MA 02108, (the "Lender").

WHEREAS, the Assignor and the Lender are parties to a Loan and Security Agreement dated as of the date hereof (as amended and in effect from time to time, the "Loan Agreement"), among the Assignor and the Lender.

WHEREAS, it is a condition precedent to the Lender making any loans or otherwise extending credit to the Assignor under the Loan Agreement that the Assignor execute and deliver to the Lender a trademark agreement in substantially the form hereof;

WHEREAS, the Assignor has executed and delivered to the Lender the Loan Agreement, pursuant to which the Assignor has granted to the Lender a security interest in certain of the Assignor's personal property and fixture assets, including without limitation the trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications listed on Schedule A attached hereto, all to secure the payment and performance of the Obligations (as defined in the Loan Agreement); and

WHEREAS, this Trademark Agreement is supplemental to the provisions contained in the Loan Agreement;

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

1. DEFINITIONS.

Capitalized terms used herein and not otherwise defined herein shall have the respective meanings provided therefor in the Loan Agreement. In addition, the following terms shall have the meanings set forth in this §1 or elsewhere in this Trademark Agreement referred to below:

Assignment of Marks. See §2.1.

Associated Goodwill. All goodwill of the Assignor and its business, products and services appurtenant to, associated with or symbolized by the Trademarks and the use thereof.

Pledged Trademarks. All of the Assignor's right, title and interest in and to all of the Trademarks, the Trademark Registrations, the Trademark License Rights, the Trademark Rights, the Associated Goodwill, the Related Assets, and all accessions to, substitutions for, replacements of, and all products and proceeds of any and all of the foregoing.

PTO. The United States Patent and Trademark Office.

Related Assets. All assets, rights and interests of the Assignor that uniquely reflect or embody the Associated Goodwill, including all rights and interests of the Assignor in and to the following:

(a) all patents, inventions, copyrights, trade secrets, confidential information, formulae, methods or processes, compounds, recipes, know-how, methods and operating systems, drawings, descriptions, formulations, manufacturing and production and delivery procedures, quality control procedures, product and service specifications, catalogs, price lists, and advertising materials, relating to the manufacture, production, delivery, provision and sale of goods or services, in each case under or in association with any of the Trademarks; and

(b) the following documents and things in the possession or under the control of the Assignor, or subject to its demand for possession or control, related to the production, delivery, provision and sale by the Assignor, or any affiliate, franchisee, licensee or contractor, of products or services sold by or under the authority of the Assignor, in each case in connection with the Trademarks or Trademark Rights, whether prior to, on or subsequent to the date hereof:

(i) all lists, contracts, ancillary documents and other information that identify, describe or provide information with respect to any customers, dealers or distributors of the Assignor, its affiliates or franchisees or licensees or contractors, for products or services sold under or in connection with the Trademarks or Trademark Rights, including all lists and documents containing information regarding each customer's, dealer's or distributor's name and address, credit, payment, discount, delivery and other sale terms, and history, pattern and total of purchases by brand, product, style, size and quantity, in each case relating to the Trademarks or Trademark Rights;

(ii) all agreements (including franchise agreements), product and service specification documents and operating, production and quality control manuals relating to or used in the design, manufacture, production,

delivery, provision and sale of products or services, in each case under or in connection with the Trademarks or Trademark Rights;

(iii) all documents and agreements relating to the identity and locations of all sources of supply, all terms of purchase and delivery, for all materials, components, raw materials and other supplies and services used in the manufacture, production, provision, delivery and sale of products or services in each case under or in connection with the Trademarks or Trademark Rights; and

(iv) all agreements and documents constituting or concerning the present or future, current or proposed advertising and promotion by the Assignor (or any of its affiliates, franchisees, licensees or contractors) of products or services in each case under or in connection with the Trademarks or Trademark Rights.

Trademark Agreement. This Trademark Collateral Security and Pledge Agreement, as amended and in effect from time to time.

Trademark License Rights. Any and all past, present or future rights and interests of the Assignor pursuant to any and all past, present and future franchising or licensing agreements in favor of the Assignor, or to which the Assignor is a party, pertaining to any Trademarks, Trademark Registrations, or Trademark Rights owned by the Assignor in the past, present or future, including the right (but not the obligation) in the name of the Assignor or the Lender to enforce, and sue and recover for, any breach or violation of any such agreement to which the Assignor is a party.

Trademark Registrations. All past, present or future federal, state, local and foreign registrations of the Trademarks, all past, present and future applications for any such registrations (and any such registrations thereof upon approval of such applications), together with the right (but not the obligation) to apply for such registrations (and prosecute such applications) in the name of the Assignor or the Lender, and to take any and all actions necessary or appropriate to maintain such registrations in effect and renew and extend such registrations.

Trademark Rights. Any and all past, present or future rights in, to and associated with the Trademarks throughout the world, whether arising under federal law, state law, common law, foreign law or otherwise, including the following: all such rights arising out of or associated with the Trademark Registrations; the right (but not the obligation) to register claims under any state, federal or foreign trademark law or regulation; the right (but not the obligation) to sue or bring opposition or cancellation proceedings in the name of the Assignor or the Lender for any and all past, present and future infringements or dilution of or any other damages or injury to the Trademarks, the Trademark Rights, or the Associated Goodwill, and the rights to damages or profits due or accrued arising out of or in connection with any such past, present or future infringement, dilution, damage or injury; and the Trademark License Rights.

Trademarks. All of the trademarks, service marks, designs, logos, indicia, trade names, corporate names, company names, business names, fictitious business names, trade styles, elements of package or trade dress, and other source and product or service identifiers, used or associated with or appurtenant to the products, services and businesses of the Assignor, that (i) are set forth on Schedule A hereto, or (ii) are owned by the Assignor, or (iii) are in the future owned by the Assignor, or in which the Assignor in the future acquires any ownership interest.

use. With respect to any Trademark, all uses of such Trademark by, for or in connection with the Assignor or its business or for the direct or indirect benefit of the Assignor or its business, including all such uses by the Assignor itself, by any of the affiliates of the Assignor, or by any franchisee, licensee or contractor of the Assignor.

Unless otherwise provided herein, the rules of interpretation set forth in §1.4 of the Loan Agreement shall be applicable to this Trademark Agreement.

2. GRANT OF SECURITY INTEREST.

2.1. Security Interest; Assignment of Marks. As collateral security for the payment and performance in full of all of the Obligations, the Assignor hereby unconditionally grants to the Lender a continuing security interest in and first priority lien on the Pledged Trademarks, and pledges and mortgages (but does not transfer title to) the Pledged Trademarks to the Lender. In addition, the Assignor has executed in blank and delivered to the Lender an assignment of federally registered trademarks in substantially the form of Exhibit 1 hereto (the "Assignment of Marks"). The Assignor hereby authorizes the Lender to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Lender's remedies under this Trademark Agreement and the Loan Agreement.

2.2. Conditional Assignment. In addition to, and not by way of limitation of, the grant, pledge and mortgage of the Pledged Trademarks provided in §2.1, the Assignor grants, assigns, transfers, conveys and sets over to the Lender the Assignor's entire right, title and interest in and to the Pledged Trademarks; provided that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Lender at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Lender) upon an Event of Default for which acceleration of the Loans and other Obligations is automatic under the Loan Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Loan Agreement and applicable law (including the transfer or other disposition of the Collateral by the Assignor to the Lender or its nominee in lieu of foreclosure).

2.3. Supplemental to Loan Agreement. Pursuant to the Loan Agreement the Assignor has granted to the Lender a continuing security interest in and lien on the

Collateral (including the Pledged Trademarks). The Loan Agreement, and all rights and interests of the Lender in and to the Collateral (including the Pledged Trademarks) thereunder, are hereby ratified and confirmed in all respects. In no event shall this Trademark Agreement, the grant, assignment, transfer and conveyance of the Pledged Trademarks hereunder, or the recordation of this Trademark Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Loan Agreement, the security interest of the Lender in the Collateral (including the Pledged Trademarks) pursuant to the Loan Agreement and this Trademark Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code (including the security interest in the Pledged Marks), or any present or future rights and interests of the Lender in and to the Collateral under or in connection with the Loan Agreement, this Trademark Agreement or the Uniform Commercial Code. Any and all rights and interests of the Lender in and to the Pledged Trademarks (and any and all obligations of the Assignor with respect to the Pledged Trademarks) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Lender (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Pledged Trademarks) provided in or arising under or in connection with the Loan Agreement and shall not be in derogation thereof, provided, that in the event of any inconsistency between this Trademark Agreement and the Loan Agreement, the provisions of the Loan Agreement shall govern.

3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

The Assignor represents, warrants and covenants that: (a) Schedule A (as the same may be supplemented by written notice from the Assignor to the Lender) sets forth a true and complete list of all Trademarks and Trademark Registrations now owned by the Assignor; (b) the Trademarks and Trademark Registrations are subsisting and, to the best of the Assignor's knowledge, have not been adjudged invalid or unenforceable, in whole or in part, and, to the best of the Assignor's knowledge, there is no litigation or proceeding pending concerning the validity or enforceability of the Trademarks or Trademark Registrations, except, in each case, where such an event could not reasonably be expected to have a Material Adverse Change; (c) to the best of the Assignor's knowledge, each of the Trademarks and Trademark Registrations is valid and enforceable, except where the invalidity or unenforceability of such Trademark or Trademark Registration, as the case may be, could not reasonably be expected to have a Material Adverse Change; (d) to the best of the Assignor's knowledge, there is no infringement by others of the Trademarks, Trademark Registrations or Trademark Rights, other than an infringement by others occurring after the Closing Date and which the Assignor has provided the Lender with prompt notice thereof; (e) to the best of the Assignor's knowledge, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person, and to the best of the Assignor's knowledge, there is no infringement by the Assignor of the trademark rights of others; (f) other than as permitted by Section 5 hereof, the Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges, encumbrances and adverse claims, including pledges,

assignments, licenses, registered user agreements and covenants by the Assignor not to sue third persons, other than the security interest and assignment created by the Loan Agreement and this Trademark Agreement and any Permitted Liens; (g) the Assignor has the unqualified right to enter into this Trademark Agreement and to perform its terms; (h) the Assignor has used, and will continue to use, proper statutory and other appropriate proprietary notices in connection with its use of the Trademarks; (i) the Assignor has used, and will continue to use for the duration of this Trademark Agreement, consistent standards of quality in its manufacture and provision of products and services sold or provided under the Trademarks; (j) this Trademark Agreement, together with the Loan Agreement, will create in favor of the Lender a valid and perfected first priority security interest in the Pledged Trademarks upon making the filings referred to in clause (k) of this §3; and (k) except for the filing of financing statements with the Secretary of State for the State of Delaware under the Uniform Commercial Code and the recording of this Trademark Agreement with the PTO, no authorization, approval or other action by, and no notice to or filing with, any governmental or regulatory authority, agency or office is required either (A) for the grant by the Assignor or the effectiveness of the security interest and assignment granted hereby or for the execution, delivery and performance of this Trademark Agreement by the Assignor, or (B) for the perfection of or the exercise by the Lender of any of its rights and remedies hereunder.

4. INSPECTION RIGHTS.

The Assignor hereby grants to the Lender and its employees and agents the right to visit the Assignor's plants and facilities that manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours; provided, that so long as no Default or Event of Default has occurred and is continuing, Lender's inspection rights shall be upon reasonable advance notice to the Assignor.

5. NO TRANSFER OR INCONSISTENT AGREEMENTS.

Without the Lender's prior written consent and except for licenses of the Pledged Trademarks in the ordinary course of the Assignor's business consistent with its past practices, the Assignor will not (a) mortgage, pledge, assign, encumber, grant a security interest in, transfer, license or alienate any of the Pledged Trademarks, or (b) enter into any agreement (for example, a license agreement) that is inconsistent with the Assignor's obligations under this Trademark Agreement or the Loan Agreement.

6. AFTER-ACQUIRED TRADEMARKS, ETC.

6.1. After-acquired Trademarks. If, before the Obligations shall have been finally paid and satisfied in full, the Assignor shall acquire ownership of other or new Trademarks, Trademark Registrations or Trademark Rights, the provisions of this Trademark Agreement shall automatically apply thereto and the Assignor shall promptly provide to the Lender notice thereof in writing and execute and deliver to the Lender such

documents or instruments as the Lender may reasonably request further to implement, preserve or evidence the Lender's interest therein.

6.2. Amendment to Schedule. The Assignor authorizes the Lender to modify this Trademark Agreement and the Assignment of Marks, without the necessity of the Assignor's further approval or signature, by amending Exhibit A hereto and the Annex to the Assignment of Marks to include any future or other Trademarks, Trademark Registrations or Trademark Rights under §2 or §6.

7. TRADEMARK PROSECUTION.

7.1. Assignor Responsible. The Assignor shall assume full and complete responsibility for the prosecution, defense, enforcement or any other necessary or desirable actions in connection with the Pledged Trademarks, and shall hold the Lender harmless from any and all costs, damages, liabilities and expenses that may be incurred by the Lender in connection with the Lender's interest in the Pledged Trademarks or any other action or failure to act in connection with this Trademark Agreement or the transactions contemplated hereby. In respect of such responsibility, the Assignor shall retain trademark counsel reasonably acceptable to the Lender.

7.2. Assignor's Duties, etc. The Assignor shall have the right and the duty, through trademark counsel reasonably acceptable to the Lender, to prosecute diligently any trademark registration applications of the Trademarks pending as of the date of this Trademark Agreement or thereafter, to preserve and maintain all rights in the Trademarks and Trademark Registrations, including the filing of appropriate renewal applications and other instruments to maintain in effect the Trademark Registrations and the payment when due of all registration renewal fees and other fees, taxes and other expenses that shall be incurred or that shall accrue with respect to any of the Trademarks or Trademark Registrations. Any expenses incurred in connection with such applications and actions shall be borne by the Assignor. The Assignor shall not abandon any filed trademark registration application, or any Trademark Registration or Trademark, without the consent of the Lender, which consent shall not be unreasonably withheld, other than those Trademark Registrations and Trademarks that are no longer used or useful in the conduct of the Assignor's business.

7.3. Assignor's Enforcement Rights. The Assignor shall have the right and the duty to bring suit or other action in the Assignor's own name to maintain and enforce the Trademarks, the Trademark Registrations and the Trademark Rights, other than those Trademark Registrations and Trademarks that are no longer used or useful in the conduct of the Assignor's business. The Assignor may require the Lender to join in such suit or action as necessary to assure the Assignor's ability to bring and maintain any such suit or action in any proper forum if (but only if) the Lender is completely satisfied that such joinder will not subject the Lender to any risk of liability. The Assignor shall promptly, upon demand, reimburse and indemnify the Lender for all damages, costs and expenses, including legal fees, incurred by the Lender pursuant to this §7.3.

7.4. Protection of Trademarks, etc. In general, the Assignor shall take any and all such actions (including institution and maintenance of suits, proceedings or actions) as may be necessary or appropriate to properly maintain, protect, preserve, and enforce the Pledged Trademarks, other than those Trademark Registrations and Trademarks that are no longer used or useful in the conduct of the Assignor's business. The Assignor shall not take or fail to take any action, nor permit any action to be taken or not taken by others under its control, that would adversely affect the validity, grant or enforcement of the Pledged Trademarks, other than those Trademark Registrations and Trademarks that are no longer used or useful in the conduct of the Assignor's business.

7.5. Notification by Assignor. Promptly upon obtaining knowledge thereof, the Assignor will notify the Lender in writing of the institution of, or any final adverse determination in, any proceeding in the PTO or any similar office or agency of the United States or any foreign country, or any court, regarding the validity of any of the Trademarks or Trademark Registrations or the Assignor's rights, title or interests in and to the Pledged Trademarks, and of any event that does or reasonably could materially adversely affect the value of any of the Pledged Trademarks, the ability of the Assignor or the Lender to dispose of any of the Pledged Trademarks or the rights and remedies of the Lender in relation thereto (including but not limited to the levy of any legal process against any of the Pledged Trademarks).

8. REMEDIES.

Upon the occurrence and during the continuance of an Event of Default and the occurrence of the other events set forth in §2.2 above, the Lender shall have, in addition to all other rights and remedies given it by this Trademark Agreement (including, without limitation, those set forth in §2.2, the Loan Agreement, and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in the Commonwealth of Massachusetts, and, without limiting the generality of the foregoing, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to the Assignor, all of which are hereby expressly waived, sell or license at public or private sale or otherwise realize upon the whole or from time to time any part of the Pledged Trademarks, or any interest that the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Pledged Trademarks all expenses incurred by the Lender in attempting to enforce this Trademark Agreement (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the payment of the Obligations as set forth in or by reference in the Loan Agreement, with any remainder being returned to the Assignor or such other Person who may be entitled to same under law. Notice of any sale, license or other disposition of the Pledged Trademarks shall be given to the Assignor at least five (5) days before the time that any intended public sale or other public disposition of the Pledged Trademarks is to be made or after which any private sale or other private disposition of the Pledged Trademarks may be made, which the Assignor hereby agrees shall be reasonable notice of such public or private sale or other disposition. At any such sale or other disposition, the Lender may, to the extent permitted under applicable law,

purchase or license the whole or any part of the Pledged Trademarks or interests therein sold, licensed or otherwise disposed of.

9. COLLATERAL PROTECTION.

If the Assignor shall fail to do any act that it has covenanted to do hereunder, or if any representation or warranty of the Assignor shall be breached, the Lender, in its own name or that of the Assignor (in the sole discretion of the Lender), may (but shall not be obligated to) do such act or remedy such breach (or cause such act to be done or such breach to be remedied), and the Assignor agrees promptly to reimburse the Lender for any cost or expense incurred by the Lender in so doing.

10. POWER OF ATTORNEY.

If any Event of Default shall have occurred and be continuing and the occurrence of the other events set forth in §2.2 above, the Assignor does hereby make, constitute and appoint the Lender (and any officer or agent of the Lender as the Lender may select in its exclusive discretion) as the Assignor's true and lawful attorney-in-fact, with full power of substitution and with the power to endorse the Assignor's name on all applications, documents, papers and instruments necessary for the Lender to use the Pledged Trademarks, or to grant or issue any exclusive or nonexclusive license of any of the Pledged Trademarks to any third person, or to take any and all actions necessary for the Lender to assign, pledge, convey or otherwise transfer title in or dispose of any of the Pledged Trademarks or any interest of the Assignor therein to any third person, and, in general, to execute and deliver any instruments or documents and do all other acts that the Assignor is obligated to execute and do hereunder. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and releases the Lender from any claims, liabilities, causes of action or demands arising out of or in connection with any action taken or omitted to be taken by the Lender under this power of attorney (except for the Lender's gross negligence or willful misconduct). This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Trademark Agreement.

11. FURTHER ASSURANCES.

The Assignor shall, at any time and from time to time, and at its expense, make, execute, acknowledge and deliver, and file and record as necessary or appropriate with governmental or regulatory authorities, agencies or offices, such agreements, assignments, documents and instruments, and do such other and further acts and things (including, without limitation, obtaining consents of third parties), as the Lender may request or as may be necessary or appropriate in order to implement and effect fully the intentions, purposes and provisions of this Trademark Agreement, or to assure and confirm to the Lender the grant, perfection and priority of the Lender's security interest in the Pledged Trademarks.

12. TERMINATION.

At such time as all of the Obligations have been finally paid and satisfied in full, this Trademark Agreement shall terminate and the Lender shall, upon the written request and at the expense of the Assignor, execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to reassign and reconvey to and re-vest in the Assignor the entire right, title and interest to the Pledged Trademarks previously granted, assigned, transferred and conveyed to the Lender by the Assignor pursuant to this Trademark Agreement, as fully as if this Trademark Agreement had not been made, subject to any disposition of all or any part thereof that may have been made by the Lender pursuant hereto or the Loan Agreement.

13. COURSE OF DEALING.

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

14. EXPENSES.

Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and expenses incurred by the Lender in connection with the preparation of this Trademark Agreement and all other documents relating hereto, the consummation of the transactions contemplated hereby or the enforcement hereof, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance or renewal fees, encumbrances, or otherwise protecting, maintaining or preserving the Pledged Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Pledged Trademarks, shall be borne and paid by the Assignor.

15. OVERDUE AMOUNTS.

Until paid, all amounts due and payable by the Assignor hereunder shall be a debt secured by the Pledged Trademarks and other Collateral and shall bear, whether before or after judgment, interest at the then applicable rate of interest set forth in the Loan Agreement.

16. NO ASSUMPTION OF LIABILITY; INDEMNIFICATION.

NOTWITHSTANDING ANYTHING TO THE CONTRARY CONTAINED HEREIN, THE LENDER DOES NOT ASSUME ANY LIABILITIES OF THE ASSIGNOR WITH RESPECT TO ANY CLAIM OR CLAIMS REGARDING THE ASSIGNOR'S OWNERSHIP OR PURPORTED OWNERSHIP OF, OR RIGHTS OR PURPORTED RIGHTS ARISING FROM, ANY OF THE PLEDGED

TRADEMARKS OR ANY USE, LICENSE OR SUBLICENSE THEREOF, WHETHER ARISING OUT OF ANY PAST, CURRENT OR FUTURE EVENT, CIRCUMSTANCE, ACT OR OMISSION OR OTHERWISE. ALL OF SUCH LIABILITIES SHALL BE EXCLUSIVELY THE RESPONSIBILITY OF THE ASSIGNOR, AND THE ASSIGNOR SHALL INDEMNIFY THE LENDER FOR ANY AND ALL COSTS, EXPENSES, DAMAGES AND CLAIMS, INCLUDING LEGAL FEES, INCURRED BY THE LENDER WITH RESPECT TO SUCH LIABILITIES.

17. NOTICES.

All notices and other communications made or required to be given pursuant to this Trademark Agreement shall be in writing and shall be delivered in hand, mailed by United States registered or certified first-class mail, postage prepaid, or sent by telegraph, teletype or telex and confirmed by delivery via courier or postal service, addressed as follows:

(a) if to the Assignor, at 90 Park Avenue, New York, New York 10016, Attention: President, or at such other address for notice as the Assignor shall last have furnished in writing to the person giving the notice, with copies to Jenkins & Gilchrist Parker Chapin LLP, 405 Lexington Avenue, New York, New York 10174, Attention: William D. Freedman; and

(b) if to the Lender, at Wells Fargo Foothill, Inc., 2450 Colorado Avenue, Suite 3000 West, Santa Monica, California 90404 Attention: Business Finance Manager, or at such other address for notice as the Lender shall last have furnished in writing to the person giving the notice.

Any such notice or demand shall be deemed to have been duly given or made and to have become effective (i) if delivered by hand to a responsible officer of the party to which it is directed, at the time of the receipt thereof by such officer, (ii) if sent by registered or certified first-class mail, postage prepaid, two (2) Business Days after the posting thereof, and (iii) if sent by telegraph, teletype, or telex, at the time of the dispatch thereof, if in normal business hours in the country of receipt, or otherwise at the opening of business on the following Business Day.

18. AMENDMENT AND WAIVER.

This Trademark Agreement is subject to modification only by a writing signed by the Lender and the Assignor, except as provided in §6.2. The Lender shall not be deemed to have waived any right hereunder unless such waiver shall be in writing and signed by the Lender. A waiver on any one occasion shall not be construed as a bar to or waiver of any right on any future occasion.

19. GOVERNING LAW; CONSENT TO JURISDICTION.

THIS TRADEMARK AGREEMENT IS INTENDED TO TAKE EFFECT AS A SEALED INSTRUMENT AND SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS. The Assignor agrees that any suit for the enforcement of this Trademark Agreement may be brought in the courts of the Commonwealth of Massachusetts or any federal court sitting therein and consents to the non-exclusive jurisdiction of such court and to service of process in any such suit being made upon the Assignor by mail at the address specified in §17. The Assignor hereby waives any objection that it may now or hereafter have to the venue of any such suit or any such court or that such suit is brought in an inconvenient court.

20. WAIVER OF JURY TRIAL.

THE ASSIGNOR WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS TRADEMARK AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF ANY SUCH RIGHTS OR OBLIGATIONS. Except as prohibited by law, the Assignor waives any right which it may have to claim or recover in any litigation referred to in the preceding sentence any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. The Assignor (i) certifies that neither the Lender nor any representative, agent or attorney of the Lender has represented, expressly or otherwise, that the Lender would not, in the event of litigation, seek to enforce the foregoing waivers, and (ii) acknowledges that, in entering into the Loan Agreement and the other Loan Documents to which the Lender is a party, the Lender is relying upon, among other things, the waivers and certifications contained in this §20.

21. MISCELLANEOUS.

The headings of each section of this Trademark Agreement are for convenience only and shall not define or limit the provisions thereof. This Trademark Agreement and all rights and obligations hereunder shall be binding upon the Assignor and its respective successors and assigns, and shall inure to the benefit of the Lender and its respective successors and assigns. In the event of any irreconcilable conflict between the provisions of this Trademark Agreement and the Loan Agreement, or between this Trademark Agreement and the Loan Agreement, the provisions of the Loan Agreement or the Loan Agreement, as the case may be, shall control. If any term of this Trademark Agreement shall be held to be invalid, illegal or unenforceable, the validity of all other terms hereof shall in no way be affected thereby, and this Trademark Agreement shall be construed and be enforceable as if such invalid, illegal or unenforceable term had not been included herein. The Assignor acknowledges receipt of a copy of this Trademark Agreement.

IN WITNESS WHEREOF, this Trademark Agreement has been executed as of the day and year first above written.

SWANK, INC.

By: [Signature]
Name: Harold R. Kassner
Title: Sr. Vice President

WELLS FARGO FOOTHILL, INC.

By: [Signature]
Name: Gerrick Tan
Title: Vice President

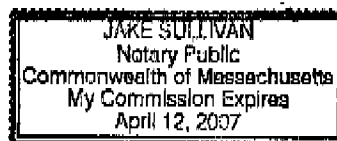
CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OR STATE OF Massachusetts
COUNTY OF Suffolk) ss.

On this 29 day of June, 2004, before me, the undersigned notary public, personally appeared Harold Kassner, proved to me through satisfactory evidence of identification, which were None, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that (he)(she) signed it voluntarily for its stated purpose (as V.P. for _____, a _____).

[Signature]
(official signature and seal of notary)

My commission expires:



SCHEDULE A**Trademarks and Trademark Registrations**

COUNTRY	MARK	FILED	APPL#	REGDT	REG#
ARGENTINA	Swank	4/16/1979	2263477	3/31/2000	1,784,972
	Swank	7/15/1994	1928443	10/31/1994	1542261
	Swank	11/9/1990	1777191	3/31/1993	1431691
AUSTRALIA	Swank	5/21/1973	268556	9/3/1974	A268556
	Swank	6/23/1987	A467459	6/23/1987	A467459
	Swank	6/23/1987	A467462	11/1/1989	A467462
	Swank	N/A	N/A	3/10/1950	A101787
	Swank	4/28/1952	A109705	5/4/1955	A109705
	Swank	4/28/1952	A109704	3/22/1956	A109704
BAHAMAS	Swank	N/A	N/A	7/9/1957	2798
BENELUX	Swank	7/28/1987	700751	7/28/1987	438463
	Swank	1/1/1971	501284	1/1/1971	2618
BERMUDA	Swank	7/1/1957	N/A	10/9/1957	4118
BOLIVIA	Swank	N/A	N/A	9/23/1984	A-38884
BRAZIL	Swank	1/23/1986	812405706	11/3/1987	812405706
CANADA	Swank	N/A	N/A	8/17/1929	216/47173
	Swank	10/24/1985	551358	1/2/1987	322448
	Swank	N/A	N/A	11/20/1964	138,193
CHILE	Swank	8/6/1990	158294	11/8/2000	581633
	Swank	4/7/1998	330083	6/30/1998	515709
	Swank	N/A	535213	9/4/1991	615525
CHINA	Swank	1/27/1994	94008200	8/14/1995	760398
COLOMBIA	Swank	6/18/1985	245769	7/29/1988	121657
	Swank	8/6/1985	247449	12/12/1988	125796
	Swank	8/6/1985	247450	12/12/1988	123243
	Swank	8/6/1985	247451	N/A	N/A
COSTA RICA	Swank	5/29/1950	12,362	5/29/1950	12,362
	Swank	5/29/1950	12,363	5/29/1950	12,363

COUNTRY	MARK	FILED	APPL#	REGDT	REG#
CURACAO	Swank	3/20/1950	2442	3/20/1950	06840
DENMARK	Swank	8/26/1987	5705/1987	1/31/1992	00499/1992
DOMINICAN REPUBLIC	Swank	N/A	N/A	4/12/1950	7267
	Swank	1/20/1969	N/A	3/12/1969	17343
ECUADOR	Swank	N/A	N/A	5/7/1996	5623-95
	Swank, Inc.	1/15/1975	7	7/16/1975	59
EL SALVADOR	Swank	7/19/1991	E-1669-91	1/11/1993	234 BOOK 14
	Swank	7/19/1991	E-1668-91	7/9/1992	160 BOOK 11
FRANCE	Swank	7/7/1994	1285890	7/7/1994	1285890
	Swank	7/17/1987	867269	7/17/1987	1485233
GERMANY	Swank	2/25/1958	S 9118	4/22/1960	735843
GREECE	Swank	6/16/1962	28553	10/16/1962	28553
GUATEMALA	Swank	3/27/1998	M-2306-8	11/19/1999	100258
	Swank	3/27/1998	M-2305-8	11/19/1999	98193
HONDURAS	Swank	N/A	N/A	10/3/1950	5785
	Swank	N/A	N/A	12/19/1980	28954
	Swank	N/A	N/A	12/19/1980	28955
HONG KONG	Swank	N/A	N/A	9/4/1978	1354/1959
	Swank	N/A	N/A	9/4/1978	1197/1959
	Swank	N/A	N/A	11/29/1963	690/1964
INDIA	Swank	3/10/1949	N/A	3/10/1949	137960
IRAN	Swank	4/13/1966	38847	4/13/1966	28196
IRELAND	Swank	6/17/1987	1980/87	6/17/1987	124981
	Swank	6/17/1987	1981/87	6/17/1987	124982
	Swank	6/17/1987	1982/87	6/17/1987	124983
ISRAEL	Swank	4/3/1952	N/A	4/3/1952	12194
	Swank	4/3/1952	N/A	4/3/1952	12195
	Swank	3/27/1950	N/A	12/2/1951	10755
ITALY	Swank	6/13/1962	62457	9/16/1966	402498

COUNTRY	MARK	FILED	APPL#	REGDT	REG#
JAMAICA	Swank	1/8/1969	N/A	1/8/1969	B13050
JAPAN	Swank	3/17/1986	26088/86	10/31/1989	2176183
	Swank	N/A	N/A	12/15/1950	394865
	Swank	N/A	N/A	6/25/1954	446903
	Swank	5/25/1993	51204/1993	10/31/1996	3214922
	Swank - in Katakana	N/A	101236/85	10/26/1988	2089602
KENYA	Swank	11/18/1967	15346	11/8/1967	15346
	Swank	8/3/1973	20497	8/3/1973	20497
KUWAIT	Swank	N/A	N/A	9/20/1966	2860
LEBANON	Swank	N/A	37888	11/29/1979	64915
MALAYA	Swank	12/27/1971	58577	12/27/1971	M/B58577
	Swank	12/27/1971	58578	12/27/1971	M/B58578
MEXICO	Swank	12/31/1947	N/A	12/31/1947	57410
	Swank	N/A	N/A	3/24/1981	42444
	Swank	4/13/1994	196047	6/20/1994	464017
	Swank	4/13/1994	196045	6/17/1994	463793
NEW ZEALAND	Swank	8/7/1987	173990	8/7/1987	173990
	Swank	8/7/1987	173991	8/7/1987	173991
	Swank	8/7/1987	173992	8/7/1987	173992
	Swank	5/10/1951	N/A	5/10/1951	B50504
	Swank	5/10/1951	N/A	5/10/1951	B50503
	Swank	N/A	N/A	3/10/1950	B48947
NORWAY	Swank	6/13/1962	N/A	11/15/1962	60641
PANAMA		5/8/1950	N/A	3/12/1951	3263
PERU	Swank	3/4/1991	182553	5/8/1991	61221
	Swank	9/25/1991	191588	11/12/1991	63752
PORTUGAL	Swank	8/17/1990	266728	11/16/1992	266728
	Swank	8/17/1990	266729	11/16/1992	266729
PUERTO RICO	Swank	N/A	N/A	10/28/1957	10317
	Swank	N/A	N/A	10/28/1957	10316
SAUDI	Swank	7/12/1972	6312	7/12/1972	50/80

COUNTRY	MARK	FILED	APPL#	REGDT	REG#
ARABIA					
SINGAPORE	Swank	11/17/1967	S/42943	11/17/1967	B42943
SOUTH AFRICA	Swank	5/10/1951	1277/51	5/10/1951	1277/51/1
	Swank	11/12/1952	3220	11/12/1952	3220/52
SOUTH KOREA	Swank	8/9/1990	90-23600	11/10/1993	278962
	Swank	2/28/1995	95-7230	1/13/1997	353570
	Swank	2/28/1995	95-7231	2/19/1997	356544
SPAIN	Swank	8/28/1987	1208591	1/22/1990	1208599
	Swank	11/16/1967	N/A	12/4/1970	547,949
	Swank	11/16/1967	N/A	12/4/1970	547,950
SWEDEN	Swank	66/23/1987	87-04851	2/15/1991	221017
SWITZERLAND	Swank	7/27/1987	4869	1/19/1988	357,238
TAIWAN	Swank	5/31/1990	79-23720	1/15/1991	511480
	Swank	5/31/1990	79-23719	1/1/1991	510426
UNITED STATES	90 Park	9/16/1986	620,300	4/7/1987	1,436,059
	90 Park Ave	7/9/2001	76/282,490	2/5/2002	2,536,534
	Arts of the World	6/15/1960	99,103	2/21/1961	711,504
	Biagi	4/3/1975	48,471	3/2/1976	1,034,792
	Biagi (Stylized)	5/11/1971	391,666	6/20/1972	935,850
	Cobbler Design	5/25/1971	393,007	10/10/1972	944,394
	Cobbler Design	9/13/1978	185,518	5/27/1980	1,136,267
	Crestline	4/27/1971	390,353	6/5/1973	960,189
	Grand Prix	10/23/1961	130,511	8/14/1962	736,006
	Grand Prix	9/4/1962	152,457	5/21/1963	749,612
	Grand Prix	3/26/1968	294,218	11/4/1969	879,750
	Kum-A-Part	2/24/1965	212,707	12/14/1965	800,343
	Lady Swank	2/24/1965	212,708	11/16/1965	798,688
	Lady Swank	4/2/1965	215,663	11/9/1965	798,541
	Lady Swank	2/24/1965	212,708	11/16/1965	798,688
	Lady Swank	3/18/1966	241,388	7/25/1967	832,343
	Pocket Slims	11/17/1999	75/851,625	7/23/2002	2,596,672
	Rain Cane	3/7/1967	266,179	1/16/1968	842,519
	Rain-O-Matic	6/11/1975	54,861	3/9/1976	1,035,352
	Requisites	7/29/1985	550,657	11/10/1987	1,464,135
	Richard Scott	7/9/1984	488,926	6/11/1985	1,340,951

COUNTRY	MARK	FILED	APPL#	REGDT	REG#
	Richard Scott	7/30/1984	192,543	10/29/1985	1,357,529
	S in Pentagon Design	12/27/1961	134,766	1/1/1963	742,982
	Saxony	4/24/1987	657,091	12/15/1987	1,468,975
	Swank	4/1/1958	48,879	3/24/1959	675,988
	Swank	11/22/1961	132,595	8/7/1962	735,683
	Swank	8/28/1978	183,840	3/11/1980	1,131,853
	Swank	3/8/1996	75/069,420	12/15/1998	2,211,415
	Swank (Stylized)	2/11/1928	261,546	7/24/1928	244,634
	Swank (Stylized)	6/19/1935	366,354	11/3/1936	340,191
	Swank (Stylized)	6/19/1935	366,355	10/27/1936	339,920
	Swank (Stylized)	6/7/1935	365,871	10/29/1935	329,397
	Swank (Stylized)	8/5/1936	381,856	12/8/1936	341,515
	Swank (Stylized)	4/15/1935	363,739	9/1/1935	328,528
	Swank (Stylized)	3/8/1929	280,430	7/30/1929	259,457
	Swank (Stylized)	11/28/1947	542,681	6/28/1949	511,654
	The Hitching Post	4/16/1965	1210,237	11/30/1965	799,500
	Tivoli	7/9/2001	76/282,491	N/A	N/A
URUGUAY	Swank	N/A	N/A	8/12/1992	254952
VENEZUELA	Swank	N/A	N/A	10/24/1950	23494
	Swank	N/A	N/A	9/2/1950	23266
	Swank	N/A	N/A	9/2/1950	23265

EXHIBIT 1

ASSIGNMENT OF TRADEMARKS AND SERVICE MARKS (U.S.)

WHEREAS, Swank, Inc., a corporation organized and existing under the laws of the State of Delaware, having a place of business at 90 Park Avenue, New York, New York 10016 (the "Assignor"), has adopted and used and is using the trademarks and service marks (the "Marks") identified on the Annex hereto, and is the owner of the registrations of and pending registration applications for such Marks in the United States Patent and Trademark Office identified on such Annex; and

WHEREAS, _____, a _____ organized under the laws of the State of _____, having a place of business at _____ (the "Assignee"), is desirous of acquiring the Marks and the registrations thereof and registration applications therefor;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign, sell and transfer unto the Assignee all right, title and interest in and to the Marks, together with (i) the registrations of and registration applications for the Marks, (ii) the goodwill of the business symbolized by and associated with the Marks and the registrations thereof, and (iii) the right to sue and recover for, and the right to profits or damages due or accrued arising out of or in connection with, any and all past, present or future infringements or dilution of or damage or injury to the Marks or the registrations thereof or such associated goodwill.

This Assignment of Trademarks and Service Marks (U.S.) is intended to and shall take effect as a sealed instrument at such time as the Assignee shall complete this instrument by inserting its name in the second paragraph above and signing its acceptance of this Assignment of Trademarks and Service Marks (U.S.) below.

IN WITNESS WHEREOF, the Assignor, by its duly authorized officer, has executed this assignment, as an instrument under seal, on this ___ day of __, 200_.

SWANK, INC.

By: _____
Title:

The foregoing assignment of the Marks and the registrations thereof and registration applications therefor by the Assignor to the Assignee is hereby accepted as of the ___ day of _____, 200_.

By: _____

Title:

COMMONWEALTH OR STATE OF _____)

) ss.

COUNTY OF _____)

On this the ___ day of _____, 200__, before me appeared _____, the person who signed this instrument, who acknowledged that (s)he is the _____ of Swank, Inc. and that being duly authorized (s)he signed such instrument as a free act on behalf of Swank, Inc.

Notary Public

[Seal]

My commission expires:

ANNEX