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02 FC: 6522

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

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)



WRD 8/10/04

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102813379

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):
Oxford Industries, Inc.

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

Citizenship (see guidelines) Georgia

Execution Date(s) July 28, 2004

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies) Yes No
Additional names, addresses, or citizenship attached?

Name: SunTrust Bank, as Agent

Internal Address: Third Floor

Street Address: 303 Peachtree Street, N.E.

City: Atlanta

State: Georgia

Country: USA Zip: 30308

Association Citizenship Georgia
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship _____
 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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

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

A. Trademark Application No.(s)
See attached schedule

B. Trademark Registration No.(s)
See attached schedule

Additional sheet(s) attached? Yes No

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

5. Name & 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: Georgia Zip: 30308-2222

Phone Number: (404) 815-2301

Fax Number: (404) 685-5301

Email Address: donnahunter@paulhastings.com

6. Total number of applications and registrations involved: 139

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$3,490.00

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

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number 16-075
Authorized User Name Donna J. Hunter

9. Signature: *Donna J. Hunter* *August 10, 2004*
Signature Date

Donna J. Hunter, Paralegal
Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 77

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

Page 1

TRADEMARK
REEL: 003026 FRAME: 0412

Continuation of Item 1 of the
Trademark Recordation Form Cover Sheet

Additional Conveying Party:

Viewpoint International, Inc., a Delaware corporation

Page 2

Continuation of Item 4 of
Trademark Recordation Form Cover Sheet

Schedule 1
Trademarks and Trademark Applications Trade Names

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
SIDE-A-FRIES	78-368936	Feb-17-2004			25	United States of America	Oxford Industries, Inc
COS COB	72251945	Aug-8-1966	832582	Jul-25-1967	25,39	United States of America	Oxford Industries, Inc
HOLBROOK	72318672	Feb-7-1969	917690	Aug-3-1971	25,39	United States of America	Oxford Industries, Inc
ELY	72410888	Dec-22-1971	955223	Mar-13-1973	25,39	United States of America	Oxford Industries, Inc
CHAPTER TWO	72427244	Jun-14-1972	962110	Jun-26-1973	25,39	United States of America	Oxford Industries, Inc
LANIER CLOTHES	73012493	Feb-4-1974	1001567	Jan-14-1975	25	United States of America	Oxford Industries, Inc
T. AUSTIN	73310511	May-15-1981	1258607	Nov-22-1983	25	United States of America	Oxford Industries, Inc
928	73339437	Nov-30-1981	1222689	Jan-4-1983	25	United States of America	Oxford Industries, Inc
OAKDALE	73373734	Jul-9-1982	1244632	Jul-5-1983	25	United States of America	Oxford Industries, Inc
TRAIL GEAR	73373735	Jul-9-1982	1244633	Jul-5-1983	25	United States of America	Oxford Industries, Inc
OLD HARBOUR	73373736	Jul-9-1982	1244634	Jul-5-1983	25	United States of America	Oxford Industries, Inc
IMPROMPTU	73429996	Jun-13-1983	1294542	Sep-11-1984	25	United States of America	Oxford Industries, Inc
TROTTERS CLUB	73432699	Jun-30-1983	1323362	Mar-5-1985	25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
PHILLIP ST. JOHN	73432701	Jun-30- 1983	1346299	Jul-2- 1985	25	United States of America	Oxford Industries, Inc
PROVA	73473759	Apr-4- 1984	1326020	Mar-19- 1985	25	United States of America	Oxford Industries, Inc
CAREER EDITIONS	73508516	Nov-13- 1984	1346400	Jul-2- 1985	25	United States of America	Oxford Industries, Inc
MBC MALIBU BEACH CLUB	73524756	Mar-1- 1985	1389988	Apr-15- 1986	25	United States of America	Oxford Industries, Inc
LANIER	73524879	Mar-4- 1985	1386068	Mar-11- 1986	25	United States of America	Oxford Industries, Inc
MISS BENNINGTON	73548386	Jul-16- 1985	1382439	Feb-11- 1986	25	United States of America	Oxford Industries, Inc
TO BE CONTINUED	73548388	Jul-16- 1985	1381539	Feb-4- 1986	25	United States of America	Oxford Industries, Inc
TIFTON	73565916	Oct-30- 1985	1399590	Jul-1- 1986	25	United States of America	Oxford Industries, Inc
WEATHERBIRD GE	73589492	Mar-24- 1986	1412444	Oct-7- 1986	25	United States of America	Oxford Industries, Inc
U.S. BOUND	73606270	Jun-25- 1986	1430349	Feb-24- 1987	25	United States of America	Oxford Industries, Inc
THE CITICLOTH	73635097	Dec-12- 1986	1455434	Sep-1- 1987	25	United States of America	Oxford Industries, Inc
CHRISTOPHER HUNT	73676999	Aug-7- 1987	1522687	Jan-31- 1989	25	United States of America	Oxford Industries, Inc
NEON	73687838	Oct-5- 1987	1508268	Oct-11- 1988	25	United States of America	Oxford Industries, Inc
JB	73687839	Oct-5- 1987	1490301	May-31- 1988	25	United States of America	Oxford Industries, Inc
OXFORD SHIRTMAKERS	73701682	Dec-18- 1987	1555819	Sep-12- 1989	25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
OXFORD SHIRTINGS	73729102	May-18-1988	1663863	Nov-5-1991	25	United States of America	Oxford Industries, Inc
Logo (O Needle)	73736283	Jun-24-1988	1550250	Aug-1-1989	25	United States of America	Oxford Industries, Inc
O	73736283	Jun-24-1988	1550250	Aug-1-1989	25	United States of America	Oxford Industries, Inc
CROP & SADDLE	73739075	Jul-11-1988	1528387	Mar-7-1989	25	United States of America	Oxford Industries, Inc
QUAILBROOK	73739076	Jul-11-1988	1524669	Feb-14-1989	25	United States of America	Oxford Industries, Inc
CATTLEMAN	74007488	Dec-4-1989	1605723	Jul-10-1990	25	United States of America	Oxford Industries, Inc
CATTLEMAN	74143636	Mar-1-1991	1731204	Nov-10-1992	25	United States of America	Oxford Industries, Inc
ELY DIAMOND	74143649	Mar-1-1991	1690259	Jun-2-1992	25	United States of America	Oxford Industries, Inc
ELY PLAINS	74143774	Mar-4-1991	1674367	Feb-4-1992	25	United States of America	Oxford Industries, Inc
COUNTRY CHARMERS	74144591	Mar-5-1991	1685405	May-5-1992	25	United States of America	Oxford Industries, Inc
9 2 8 TO	74268033	Apr-22-1992	1761460	Mar-30-1993	25	United States of America	Oxford Industries, Inc
LANA MODA	74299191	Jul-30-1992	1810289	Dec-7-1993	25	United States of America	Oxford Industries, Inc
MOSAIC FUSION	74367115	Mar-11-1993	1865312	Nov-29-1994	25	United States of America	Oxford Industries, Inc
KAITLIN CONNER	74461006	Nov-22-1993	1901252	Jun-20-1995	25	United States of America	Oxford Industries, Inc
EVERPRESS	74520289	May-5-1994	1947569	Jan-9-1996	25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
NEW ENGLAND GENTLEMAN	74540914	Jun-22-1994	1923768	Oct-3-1995	25	United States of America	Oxford Industries, Inc
HOLBROOK	74551492	Jul-20-1994	2089513	Aug-19-1997	25	United States of America	Oxford Industries, Inc
JESSE JEANS	74575493	Sep-19-1994	2164236	Jun-9-1998	25	United States of America	Oxford Industries, Inc
BERTONI	74592754	Oct-31-1994	1952047	Jan-23-1996	25	United States of America	Oxford Industries, Inc
EVOLUTION BY LANIER	74605166	Dec-1-1994	2283454	Oct-5-1999	25	United States of America	Oxford Industries, Inc
CUMBERLAND OUTFITTERS	74689426	Jun-16-1995	2031132	Jan-14-1997	25	United States of America	Oxford Industries, Inc
EXTERIOR DESIGN	75220477	Jan-2-1997	2097901	Sep-16-1997	25	United States of America	Oxford Industries, Inc
IMPROMPTU	75251851	Mar-4-1997	2118145	Dec-2-1997	25	United States of America	Oxford Industries, Inc
HOOK AND BULLET	76017428	Apr-4-2000	2553820	Mar-26-2002	25	United States of America	Oxford Industries, Inc
LINKS TECH	76035853	Apr-27-2000	2528587	Jan-8-2002	25	United States of America	Oxford Industries, Inc
FUZOR	76097646	Jul-28-2000	2469765	Jul-17-2001	25	United States of America	Oxford Industries, Inc
ELY CASUALS	76280826	Jul-6-2001	2703121	Apr-1-2003	25	United States of America	Oxford Industries, Inc
SMART SUIT	76397281	Apr-17-2002			25	United States of America	Oxford Industries, Inc
SMART COAT	76397282	Apr-17-2002			25	United States of America	Oxford Industries, Inc
BREATHING ROOM	76407285	May-3-2002			25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
ULTIMATE SHIRT	76407450	May-3-2002			25	United States of America	Oxford Industries, Inc
SMART SEPARATES	76421697	Jun-18-2002			25	United States of America	Oxford Industries, Inc
SMART PANTS	76421699	Jun-18-2002			25	United States of America	Oxford Industries, Inc
THE LIFETIME COLLAR	76454877	Sep-27-2002			25	United States of America	Oxford Industries, Inc
KASHMINA	76491943	Feb-21-2003			25	United States of America	Oxford Industries, Inc
SUPERFINE 130	76509852	Apr-25-2003			25	United States of America	Oxford Industries, Inc
OXFORD GOLF	76519622	May-20-2003			25	United States of America	Oxford Industries, Inc
WEDGE	76526491	Jun-20-2003			25	United States of America	Oxford Industries, Inc
WIND GEAR	76530255	Jul-7-2003			25	United States of America	Oxford Industries, Inc
WIND WEAR	76530256	Jul-7-2003			25	United States of America	Oxford Industries, Inc
ACTION ARM	76530257	Jul-7-2003			25	United States of America	Oxford Industries, Inc
EASY MOTION	76530258	Jul-7-2003			25	United States of America	Oxford Industries, Inc
LIQUID SILK	76530259	Jul-7-2003			25	United States of America	Oxford Industries, Inc
SMART BLAZER	76540277	Aug-13-2003			25	United States of America	Oxford Industries, Inc
POWER SWING	76540279	Aug-13-2003			25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
WORLD BEAUTY	76540280	Aug-13-2003			25	United States of America	Oxford Industries, Inc
STRETCH-TEX	76540281	Aug-13-2003			25	United States of America	Oxford Industries, Inc
SUNSHINE STATE	76540283	Aug-13-2003			25	United States of America	Oxford Industries, Inc
BEACH ISLAND	76540284	Aug-13-2003			25	United States of America	Oxford Industries, Inc
SELF-PAK	76543175	Aug-26-2003			25	United States of America	Oxford Industries, Inc
SUPER DRY	76543249	Aug-26-2003			25	United States of America	Oxford Industries, Inc
Logo (O Golf Shield)	76551594	Oct-16-2003			25	United States of America	Oxford Industries, Inc
BE ACTIVE, STAY COOL	76554105	Oct-8-2003			25	United States of America	Oxford Industries, Inc
VERI-COOL	76554106	Oct-8-2003			25	United States of America	Oxford Industries, Inc
RING FREE	78319344	Oct-28-2003			25	United States of America	Oxford Industries, Inc
OXFORD SPORT	78320894	Oct-30-2003			25	United States of America	Oxford Industries, Inc
LINELOCK	78337590	Dec-8-2003			25	United States of America	Oxford Industries, Inc
BROOKISLE	78348303	Jan-6-2004			25	United States of America	Oxford Industries, Inc
OXFORD	78354017	Jan-20-2004			35	United States of America	Oxford Industries, Inc
KASHMIRA	78434544	Jun-14-2004			25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
SLIVER	78434552	Jun-14-2004			25	United States of America	Oxford Industries, Inc
TRANQUILITY BAY	78436790	Jun-17-2004			25	United States of America	Oxford Industries, Inc
RELAX	78-355031	Jan-21-2004				United States of America	Viewpoint International, Inc.
RELAX	78-354819	Jan-21-2004			25	United States of America	Viewpoint International, Inc.
NEWBURY	78-333000	Nov-25-2003			25	United States of America	Viewpoint International, Inc.
CHAMPAGNE	78-332960	Nov-25-2003			25	United States of America	Viewpoint International, Inc.
THE BACK PORCH	78021735	Aug-17-2000	2589935	Jul-2-2002	25	United States of America	Viewpoint International, Inc.
ORIGINAL ISLAND SPORT	78116103	Mar-20-2002	2799214	Dec-23-2003	25	United States of America	Viewpoint International, Inc.
BUNGALOW BRAND	78116104	Mar-20-2002	2837238	Apr-27-2004	25	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78193846	Dec-12-2002	2782036	Nov-11-2003	24	United States of America	Viewpoint International, Inc.
PURVEYOR OF ISLAND LIFESTYLES	78259190	Jun-6-2003		May-11-2004	35	United States of America	Viewpoint International, Inc.
INDIGO PALMS	78266628	Jun-24-2003			35	United States of America	Viewpoint International, Inc.
WEST INDIES WIND JAMMER	78276156	Jul-18-2003			25	United States of America	Viewpoint International, Inc.
CYA TRUNKS	78276205	Jul-18-2003			25	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA SHADE MAKER	78276251	Jul-18-2003			25	United States of America	Viewpoint International, Inc.

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PURVEYOR OF ISLAND LIFESTYLES	78318147	Oct-24-2003			25	United States of America	Viewpoint International, Inc.
BAHAMA	78319077	Oct-27-2003			25	United States of America	Viewpoint International, Inc.
TROPICOTTON	78319114	Oct-27-2003			25	United States of America	Viewpoint International, Inc.
ARUBA ZIP	78320437	Oct-29-2003			25	United States of America	Viewpoint International, Inc.
FRENCH KISS	78320458	Oct-29-2003			25	United States of America	Viewpoint International, Inc.
ISLAND LEAGUER	78323630	Nov-5-2003			25	United States of America	Viewpoint International, Inc.
FISHTAIL	78323860	Nov-6-2003			25	United States of America	Viewpoint International, Inc.
RESORT SHORT	78323875	Nov-6-2003			25	United States of America	Viewpoint International, Inc.
TORTOLA	78327590	Nov-13-2003			25	United States of America	Viewpoint International, Inc.
EDGY ARUBA ZIP	78327633	Nov-13-2003			25	United States of America	Viewpoint International, Inc.
GARDEN OF HOPE AND COURAGE	78335270	Dec-2-2003			25	United States of America	Viewpoint International, Inc.
NEW ARUBA ZIP	78335312	Dec-2-2003			25	United States of America	Viewpoint International, Inc.
ARUBA ZIP	78335326	Dec-2-2003			25	United States of America	Viewpoint International, Inc.
TRAVELER'S RETREAT	78335772	Dec-3-2003			20	United States of America	Viewpoint International, Inc.
Logo (Diamond Design)	78337205	Dec-5-2003			25	United States of America	Viewpoint International, Inc.

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
Stitching (Back Pocket)	78337256	Dec-5-2003			25	United States of America	Viewpoint International, Inc.
Stitching (Back Pocket)	78344925	Dec-23-2003			25	United States of America	Viewpoint International, Inc.
BLACK TIE AT THE BEACH	78352007	Jan-14-2004			25	United States of America	Viewpoint International, Inc.
INDOCHINE	78369097	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
HANA	78369115	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
ROAD TO HANA	78369127	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
BAMBOO REEF	78369149	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
PALM CONCERTO	78369165	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
MAMBO DEL SOL	78369188	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
MAMBO DEL SOL	78369273	Feb-17-2004			24	United States of America	Viewpoint International, Inc.
MAMBO DEL SOL	78369296	Feb-17-2004			27	United States of America	Viewpoint International, Inc.
ISLAND SOFT (Block Design)	78380055	Mar-8-2004			25	United States of America	Viewpoint International, Inc.
ISLAND SOFT (Globe Design)	78380072	Mar-8-2004			25	United States of America	Viewpoint International, Inc.
RUMBA DEL SOL	78385336	Mar-16-2004			20	United States of America	Viewpoint International, Inc.
RUMBA DEL SOL	78385361	Mar-16-2004			24	United States of America	Viewpoint International, Inc.

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RUMBA DEL SOL	78385376	Mar-16-2004			27	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78398489	Apr-8-2004			3	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA CHALLENGE	78402659	Apr-15-2004			35	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA CHALLENGE	78402698	Apr-15-2004			41	United States of America	Viewpoint International, Inc.
IPW	78404585	Apr-20-2004			25	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78975254	Aug-15-2000			11	United States of America	Viewpoint International, Inc.

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of July 28, 2004, 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 (as defined in the Credit Agreement described below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, Oxford Industries, Inc., a Georgia corporation, Oxford of South Carolina, Inc., a South Carolina corporation, and Viewpoint International, Inc., a Delaware corporation (the "Borrowers"; and each a "Borrower"), the Subsidiaries (as defined in the Existing Credit Agreement) of the Borrowers party thereto as Guarantors (as defined in the Existing Credit Agreement), the financial institutions party thereto from time to time as Lenders (as defined in the Existing Credit Agreement), the financial institutions party thereto from time to time as Issuing Banks (as defined in the Existing Credit Agreement), the Administrative Agent and the Syndication Agent (as defined in the Existing Credit Agreement) are parties to that certain Credit Agreement dated as of June 13, 2003 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"); and

WHEREAS, the Pledgors and the Administrative Agent are parties to that certain Intellectual Property Security Agreement dated as of June 13, 2003, as supplemented by that certain Supplement No. 1 dated as of June 13, 2003 (as amended, restated, modified or otherwise supplemented from time to time prior to the date hereof, the "Existing Intellectual Property Security Agreement") pursuant to which the Pledgors granted to the Administrative Agent, for the benefit of the Lender Group, a continuing security interest in all of their Trademarks, (as defined therein), Patents (as defined therein), Copyrights (as defined therein) and Licenses (as defined therein) to secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations (as defined therein); and

WHEREAS, the Borrowers, the Administrative Agent and the other members of the Lender Group have agreed to amend and restate the Existing Credit Agreement in its entirety as set forth in that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrowers, the Domestic Subsidiaries (as defined in the Credit Agreement) of the Borrowers party thereto as Guarantors (as defined in the Credit Agreement), the financial institutions party thereto from time to time as Lenders (as defined in the Credit Agreement), the financial institutions party thereto from time to time as Issuing Banks (as defined in the Credit Agreement), and the Administrative Agent, 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, in connection with the Existing Credit Agreement, the parties hereto desire

to amend and restate the Existing Intellectual Property Security Agreement as provided herein; 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 (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 to amend and restate the Existing Intellectual Property Security Agreement in its entirety 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) to the knowledge of such Pledgor, the Copyrights listed on Schedule 3 under such Pledgor's name include all of the Copyrights registered by such Pledgor on or after June 13, 2003 and that such 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). Within forty-five days of the end of each fiscal year (or more frequently as reasonably requested by the Administrative Agent at any time that a Default exists), 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 reasonable 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 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 such new Domestic Subsidiary, such Domestic Subsidiary 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 28 day of July, 2004



[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

LIONSHEAD CLOTHING COMPANY,
a Delaware corporation, as a Pledgor

By: [Signature]
Name: J. Reese Carter, Jr.
Title: Vice President

Sworn to and subscribed before me this 28 day of July, 2004

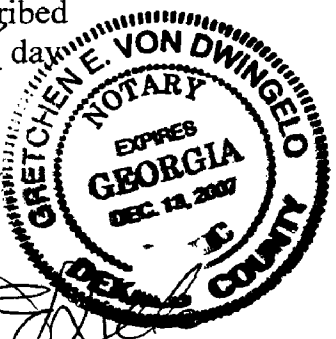


[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

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

By: [Signature]
Name: J. Reese Carter, Jr.
Title: Vice President

Sworn to and subscribed before me this 28 day of July, 2004

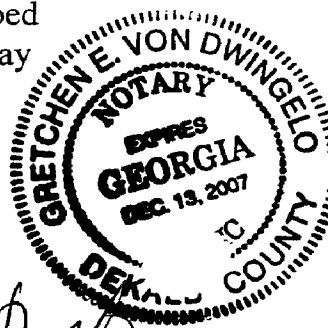


[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

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

By: [Signature]
Name: J. Reese Carter, Jr.
Title: Vice President

Sworn to and subscribed
before me this 28 day
of July, 2004

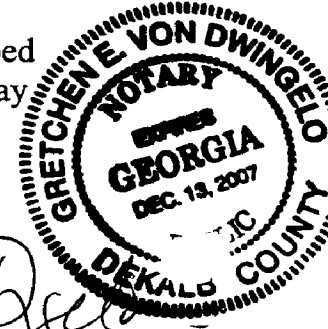


OXFORD CLOTHING CORPORATION, a
Georgia corporation, as a Pledgor, to be known as
BEN SHERMAN CLOTHING, INC.
Immediately following consummation of the
Acquisition

By: [Signature]
Name: J. Reese Turner, Jr.
Title: Vice President

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

Sworn to and subscribed
before me this 28 day
of July, 2004

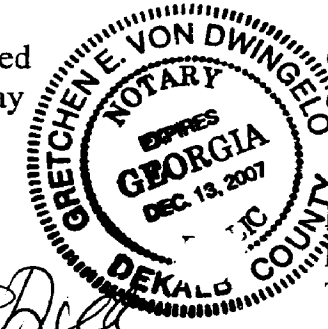


OXFORD GARMENT, INC., a Delaware
corporation, as a Pledgor

By: [Signature]
Name: J. Reese Turner, Jr.
Title: Vice President

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

Sworn to and subscribed
before me this 28 day
of July, 2004

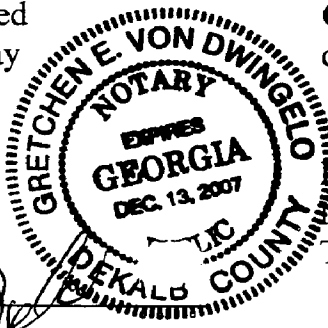


OXFORD INDUSTRIES, INC., a Georgia
corporation, as a Pledgor

By: [Signature]
Name: J. Reese Turner, Jr.
Title: Vice President

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

Sworn to and subscribed
before me this 28 day
of July, 2004



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

By: [Signature]
Name: J. Reese Turner, Jr.
Title: Vice President

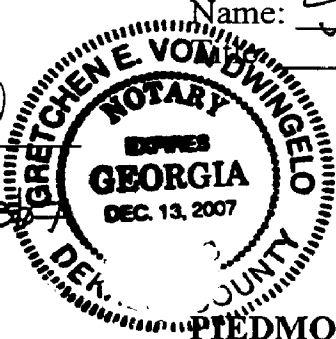
[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

Sworn to and subscribed
before me this 28 day
of July, 2004

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

By: [Signature]
Name: J. Reese Carter, Jr.
Vice President

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

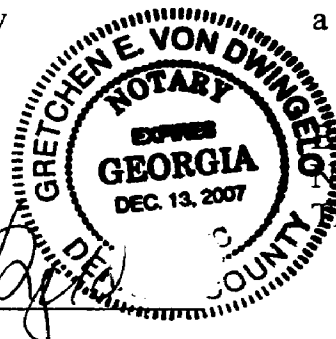


Sworn to and subscribed
before me this 28 day
of July, 2004

PIEDMONT APPAREL CORPORATION,
a Delaware corporation, as a Pledgor

By: [Signature]
Name: J. Reese Carter, Jr.
Vice President

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

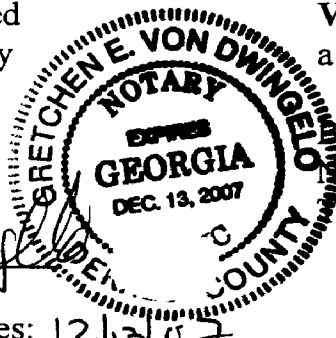


Sworn to and subscribed
before me this 28 day
of July, 2004

VIEWPOINT INTERNATIONAL, INC.,
a Delaware corporation

By: [Signature]
Name: J. Reese Carter, Jr.
Vice President

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

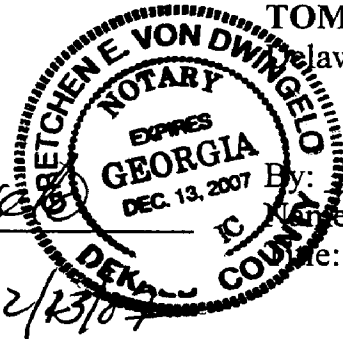


Sworn to and subscribed
before me this 28 day
of July, 2004

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

By: [Signature]
Name: J. Reese Carter, Jr.
Vice President

[Signature]
NOTARY PUBLIC
My Commission Expires: 12/13/07

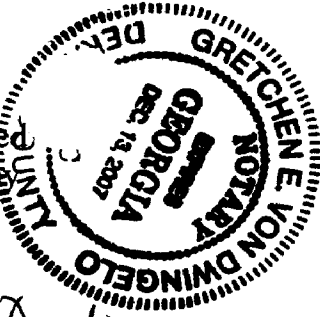


INDIGO PALM FASHION ISLAND LCC,
a Delaware limited liability company,
INDIGO PALMS LV FORUM LLC,
a Delaware limited liability company,
INDIGO PALMS SANTANA ROW, LLC.
a Delaware limited liability company,
TOMMY BAHAMA ALA MOANA LLC,
a Delaware limited liability company,
TOMMY BAHAMA ATLANTIC CITY, LLC,
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 CHARLESTON, 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 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 LV FORUM, 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 MISSION VIEJO, 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 BEACH GARDENS, 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 PHIPPS PLAZA, 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 SOUTH PARK NC, LLC,
a Delaware limited liability company,
TOMMY BAHAMA TAMPA, LLC,
a Delaware limited liability company,
TOMMY BAHAMA TROY, LLC,
a Delaware limited liability company,
TOMMY BAHAMA TUCSON, LLC,
a Delaware limited liability company,
TOMMY BAHAMA TYSONS GALLERIA, 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,
TOMMY BAHAMA WOODLANDS, LLC, a Delaware limited liability company,

Sworn to and subscribed before me this 28 day of July, 2004



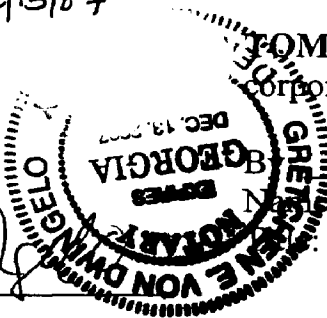
By: Tommy Bahama R&R Holdings, Inc., as sole member of each of the above-named limited liability companies

[Signature]
NOTARY PUBLIC

My Commission Expires: 12/13/07

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

Sworn to and subscribed before me this 28 day of July, 2004



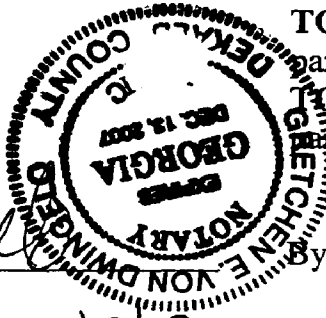
TOMMY BAHAMA R&R TEXAS, INC., a Texas Corporation

[Signature]
NOTARY PUBLIC

My Commission Expires: 12/13/07

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

Sworn to and subscribed before me this 28 day of July, 2004



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

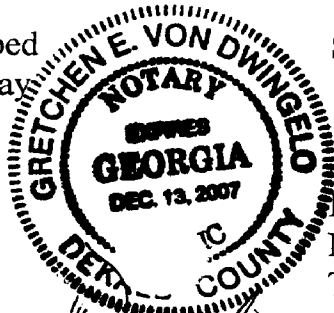
[Signature]
NOTARY PUBLIC

My Commission Expires: 12/13/07

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

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

Sworn to and subscribed
before me this 28 day
of July, 2004



SUNTRUST BANK, as Administrative Agent

By: E. Donald Bensch
Name: E. Donald Bensch, JR.
Title: Managing Director

Gretchen E. Von Dwingelo
NOTARY PUBLIC
My Commission Expires: 12/13/07

Schedule 1

Trademarks and Trademark Applications Trade Names

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
9 2 8 TO	74268033	Apr-22-1992	1761460	Mar-30-1993	25	United States of America	Oxford Industries, Inc
928	73339437	Nov-30-1981	1222689	Jan-4-1983	25	United States of America	Oxford Industries, Inc
ACTION ARM	76530257	Jul-7-2003			25	United States of America	Oxford Industries, Inc
AMBER ISLE	78199042	Dec-31-2002			11,20,24,27	United States of America	Viewpoint International, Inc.
AMBER ISLE	78200266	Jan-6-2003			8,20,21	United States of America	Viewpoint International, Inc.
ARUBA ZIP	78320437	Oct-29-2003			25	United States of America	Viewpoint International, Inc.
ARUBA ZIP	78335326	Dec-2-2003			25	United States of America	Viewpoint International, Inc.
BAHAMA	78319077	Oct-27-2003			25	United States of America	Viewpoint International, Inc.
BAMBOO REEF	78369149	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
BE ACTIVE, STAY COOL	76554105	Oct-8-2003			25	United States of America	Oxford Industries, Inc
BEACH ISLAND	76540284	Aug-13-2003			25	United States of America	Oxford Industries, Inc
BERTONI	74592754	Oct-31-1994	1952047	Jan-23-1996	25	United States of America	Oxford Industries, Inc
BIRDIE ZIP BY TOMMY BAHAMA	78237657	Apr-14-2003			25	United States of America	Viewpoint International, Inc.

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
BLACK TIE AT THE BEACH	78352007	Jan-14-2004			25	United States of America	Viewpoint International, Inc.
BREATHING ROOM	76407285	May-3-2002			25	United States of America	Oxford Industries, Inc
BROOKISLE	78348303	Jan-6-2004			25	United States of America	Oxford Industries, Inc
BUNGALOW	75636815	Feb-9-1999	2455996	May-29-2001	35	United States of America	Viewpoint International, Inc.
BUNGALOW BLONDE	75033535	Dec-18-1995	2109682	Oct-28-1997	32	United States of America	Viewpoint International, Inc.
BUNGALOW BRAND	75179530	Oct-9-1996	2074073	Jun-24-1997	25	United States of America	Viewpoint International, Inc.
BUNGALOW BRAND	78116104	Mar-20-2002	2837238	Apr-27-2004	25	United States of America	Viewpoint International, Inc.
BUNGALOW BREW	75033536	Dec-18-1995	2122176	Dec-16-1997	32	United States of America	Viewpoint International, Inc.
CAREER EDITIONS	73508516	Nov-13-1984	1346400	Jul-2-1985	25	United States of America	Oxford Industries, Inc
CATTLEMAN	74007488	Dec-4-1989	1605723	Jul-10-1990	25	United States of America	Oxford Industries, Inc
CATTLEMAN	74143636	Mar-1-1991	1731204	Nov-10-1992	25	United States of America	Oxford Industries, Inc
CHAMPAGNE	78-332960	Nov-25-2003			25	United States of America	Viewpoint International, Inc.
CHAPTER TWO	72427244	Jun-14-1972	962110	Jun-26-1973	25,39	United States of America	Oxford Industries, Inc
CHRISTOPHER HUNT	73676999	Aug-7-1987	1522687	Jan-31-1989	25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
COS COB	72251945	Aug-8-1966	832582	Jul-25-1967	25,39	United States of America	Oxford Industries, Inc
COUNTRY CHARMERS	74144591	Mar-5-1991	1685405	May-5-1992	25	United States of America	Oxford Industries, Inc
CROP & SADDLE	73739075	Jul-11-1988	1528387	Mar-7-1989	25	United States of America	Oxford Industries, Inc
CUMBERLAND OUTFITTERS	74689426	Jun-16-1995	2031132	Jan-14-1997	25	United States of America	Oxford Industries, Inc
CYA TRUNKS	78276205	Jul-18-2003			25	United States of America	Viewpoint International, Inc.
DENIM FOR ISLAND LIVING	78028575	Oct-2-2000	2647238	Nov-5-2002	25	United States of America	Viewpoint International, Inc.
EASY MOTION	76530258	Jul-7-2003			25	United States of America	Oxford Industries, Inc
EDGY ARUBA ZIP	78327633	Nov-13-2003			25	United States of America	Viewpoint International, Inc.
ELEPHANT TRUNKS BY TOMMY BAHAMA	78148931	Jul-30-2002	2729260	Jun-24-2003	25	United States of America	Viewpoint International, Inc.
ELY	72410888	Dec-22-1971	955223	Mar-13-1973	25,39	United States of America	Oxford Industries, Inc
ELY CASUALS	76280826	Jul-6-2001	2703121	Apr-1-2003	25	United States of America	Oxford Industries, Inc
ELY DIAMOND	74143649	Mar-1-1991	1690259	Jun-2-1992	25	United States of America	Oxford Industries, Inc
ELY PLAINS	74143774	Mar-4-1991	1674367	Feb-4-1992	25	United States of America	Oxford Industries, Inc
EVERPRESS	74520289	May-5-1994	1947569	Jan-9-1996	25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
EVOLUTION BY LANIER	74605166	Dec-1-1994	2283454	Oct-5-1999	25	United States of America	Oxford Industries, Inc
EXTERIOR DESIGN	75220477	Jan-2-1997	2097901	Sep-16-1997	25	United States of America	Oxford Industries, Inc
FINE ISLAND LINENS	78128930	May-15-2002	2788714	Dec-2-2003	24,27	United States of America	Viewpoint International, Inc.
FISHTAIL	78323860	Nov-6-2003			25	United States of America	Viewpoint International, Inc.
FRENCH KISS	78320458	Oct-29-2003			25	United States of America	Viewpoint International, Inc.
FUZOR	76097646	Jul-28-2000	2469765	Jul-17-2001	25	United States of America	Oxford Industries, Inc
GARDEN OF HOPE AND COURAGE	78335270	Dec-2-2003			25	United States of America	Viewpoint International, Inc.
HANA	78369115	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
HOLBROOK	72318672	Feb-7-1969	917690	Aug-3-1971	25,39	United States of America	Oxford Industries, Inc
HOLBROOK	74551492	Jul-20-1994	2089513	Aug-19-1997	25	United States of America	Oxford Industries, Inc
HOOK AND BULLET	76017428	Apr-4-2000	2553820	Mar-26-2002	25	United States of America	Oxford Industries, Inc
IMPROMPTU	73429996	Jun-13-1983	1294542	Sep-11-1984	25	United States of America	Oxford Industries, Inc
IMPROMPTU	75251851	Mar-4-1997	2118145	Dec-2-1997	25	United States of America	Oxford Industries, Inc
INDIGO PALMS	78028577	Oct-2-2000	2816969	Feb-24-2004	25	United States of America	Viewpoint International, Inc.

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
INDIGO PALMS	78119246	Apr-3-2002			20,24,25,27	United States of America	Viewpoint International, Inc.
INDIGO PALMS	78266628	Jun-24-2003			35	United States of America	Viewpoint International, Inc.
INDIGO PALMS DENIM COMPANY	78028576	Oct-2-2000	2816968	Feb-24-2004	25	United States of America	Viewpoint International, Inc.
INDOCHINE	78369097	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
IPW	78404585	Apr-20-2004			25	United States of America	Viewpoint International, Inc.
ISLAND EASE	78178125	Oct-24-2002			25	United States of America	Viewpoint International, Inc.
ISLAND LEAGUER	78323630	Nov-5-2003			25	United States of America	Viewpoint International, Inc.
ISLAND SOFT	78064180	May-17-2001	2772576	Oct-7-2003	25	United States of America	Viewpoint International, Inc.
ISLAND SOFT (Block Design)	78380055	Mar-8-2004			25	United States of America	Viewpoint International, Inc.
ISLAND SOFT (Globe Design)	78380072	Mar-8-2004			25	United States of America	Viewpoint International, Inc.
JAWBOX	74362964	Mar-1-1993	1858195	Oct-11-1994	25	United States of America	Viewpoint International, Inc.
JBJ	73687839	Oct-5-1987	1490301	May-31-1988	25	United States of America	Oxford Industries, Inc
JESSE JEANS	74575493	Sep-19-1994	2164236	Jun-9-1998	25	United States of America	Oxford Industries, Inc
KAITLIN CONNER	74461006	Nov-22-1993	1901252	Jun-20-1995	25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
KASHMINA	76491943	Feb-21-2003			25	United States of America	Oxford Industries, Inc
KASHMIRA	78434544	Jun-14-2004			25	United States of America	Oxford Industries, Inc
LANA MODA	74299191	Jul-30-1992	1810289	Dec-7-1993	25	United States of America	Oxford Industries, Inc
LANIER	73524879	Mar-4-1985	1386068	Mar-11-1986	25	United States of America	Oxford Industries, Inc
LANIER CLOTHES	73012493	Feb-4-1974	1001567	Jan-14-1975	25	United States of America	Oxford Industries, Inc
LIFE IS ONE LONG WEEKEND	75147910	Aug-9-1996	2079256	Jul-15-1997	25,32	United States of America	Viewpoint International, Inc.
LIFE IS ONE LONG WEEKEND	75147905	Aug-9-1996	2100425	Sep-23-1997	25	United States of America	Viewpoint International, Inc.
LIFE IS ONE LONG WEEKEND	78029893	Oct-10-2000	2280384	Mar-2-2004	27	United States of America	Viewpoint International, Inc.
LINELOCK	78337590	Dec-8-2003			25	United States of America	Oxford Industries, Inc
LINKS TECH	76035853	Apr-27-2000	2528587	Jan-8-2002	25	United States of America	Oxford Industries, Inc
LIQUID SILK	76530259	Jul-7-2003			25	United States of America	Oxford Industries, Inc
Logo (Diamond Design)	78337205	Dec-5-2003			25	United States of America	Viewpoint International, Inc.
Logo (O Golf Shield)	76551594	Oct-16-2003			25	United States of America	Oxford Industries, Inc
Logo (O Needle)	73736283	Jun-24-1988	1550250	Aug-1-1989	25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
Logo (Palm Tree)	78151026	Aug-5-2002	2721567	Jun-3-2003	9	United States of America	Viewpoint International, Inc.
Logo (Pineapple)	78199041	Dec-31-2002		May-25-2004	11,20,24,27	United States of America	Viewpoint International, Inc.
Logo (Pineapple)	78200265	Jan-6-2003			8,20,21	United States of America	Viewpoint International, Inc.
MAMBO DEL SOL	78369188	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
MAMBO DEL SOL	78369273	Feb-17-2004			24	United States of America	Viewpoint International, Inc.
MAMBO DEL SOL	78369296	Feb-17-2004			27	United States of America	Viewpoint International, Inc.
MBC MALIBU BEACH CLUB	73524756	Mar-1-1985	1389988	Apr-15-1986	25	United States of America	Oxford Industries, Inc
MISS BENNINGTON	73548386	Jul-16-1985	1382439	Feb-11-1986	25	United States of America	Oxford Industries, Inc
MOSAIC FUSION	74367115	Mar-11-1993	1865312	Nov-29-1994	25	United States of America	Oxford Industries, Inc
NEON	73687838	Oct-5-1987	1508268	Oct-11-1988	25	United States of America	Oxford Industries, Inc
NEW ARUBA ZIP	78335312	Dec-2-2003			25	United States of America	Viewpoint International, Inc.
NEW ENGLAND GENTLEMAN	74540914	Jun-22-1994	1923768	Oct-3-1995	25	United States of America	Oxford Industries, Inc
NEWBURY	78-333000	Nov-25-2003			25	United States of America	Viewpoint International, Inc.
O	73736283	Jun-24-1988	1550250	Aug-1-1989	25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
OAKDALE	73373734	Jul-9-1982	1244632	Jul-5-1983	25	United States of America	Oxford Industries, Inc
OLD HARBOUR	73373736	Jul-9-1982	1244634	Jul-5-1983	25	United States of America	Oxford Industries, Inc
ORIGINAL ISLAND SPORT	75142008	Jul-29-1996	2100421	Sep-23-1997	25	United States of America	Viewpoint International, Inc.
ORIGINAL ISLAND SPORT	78116103	Mar-20-2002	2799214	Dec-23-2003	25	United States of America	Viewpoint International, Inc.
OXFORD	78354017	Jan-20-2004			35	United States of America	Oxford Industries, Inc
OXFORD GOLF	76519622	May-20-2003			25	United States of America	Oxford Industries, Inc
OXFORD SHIRTINGS	73729102	May-18-1988	1663863	Nov-5-1991	25	United States of America	Oxford Industries, Inc
OXFORD SHIRTMAKERS	73701682	Dec-18-1987	1555819	Sep-12-1989	25	United States of America	Oxford Industries, Inc
OXFORD SPORT	78320894	Oct-30-2003			25	United States of America	Oxford Industries, Inc
PALM CONCERTO	78369165	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
PARADISE NATION	75597103	Nov-30-1998	2392182	Oct-3-2000	25	United States of America	Viewpoint International, Inc.
PARADISE NATION	78107207	Feb-6-2002			9	United States of America	Viewpoint International, Inc.
PHILLIP ST. JOHN	73432701	Jun-30-1983	1346299	Jul-2-1985	25	United States of America	Oxford Industries, Inc
PLANTATION	75311606	Jun-19-1997	2494570	Oct-2-2001	25	United States of America	Viewpoint International, Inc.

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
POWER SWING	76540279	Aug-13-2003			25	United States of America	Oxford Industries, Inc
POWER SWING	76540278	Aug-13-2003			25	United States of America	Oxford Industries, Inc
PROVA	73473759	Apr-4-1984	1326020	Mar-19-1985	25	United States of America	Oxford Industries, Inc
PURVEYOR OF ISLAND LIFESTYLES	78122782	Apr-19-2002	2678330	Jan-21-2003	27	United States of America	Viewpoint International, Inc.
PURVEYOR OF ISLAND LIFESTYLES	78259190	Jun-6-2003		May-11-2004	35	United States of America	Viewpoint International, Inc.
PURVEYOR OF ISLAND LIFESTYLES	78318147	Oct-24-2003			25	United States of America	Viewpoint International, Inc.
QUAILBROOK	73739076	Jul-11-1988	1524669	Feb-14-1989	25	United States of America	Oxford Industries, Inc
RELAX	78-354819	Jan-21-2004			25	United States of America	Viewpoint International, Inc.
RELAX	78-354819	Jan-21-2004			25	United States of America	Viewpoint International, Inc.
RESORT SHORT	78323875	Nov-6-2003			25	United States of America	Viewpoint International, Inc.
RING FREE	78319344	Oct-28-2003			25	United States of America	Oxford Industries, Inc
ROAD TO HANA	78369127	Feb-17-2004			20	United States of America	Viewpoint International, Inc.
RUMBA DEL SOL	78385336	Mar-16-2004			20	United States of America	Viewpoint International, Inc.
RUMBA DEL SOL	78385361	Mar-16-2004			24	United States of America	Viewpoint International, Inc.

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
RUMBA DEL SOL	78385376	Mar-16-2004			27	United States of America	Viewpoint International, Inc.
SELF-PAK	76543175	Aug-26-2003			25	United States of America	Oxford Industries, Inc
SIDE-A-FRIES	78-368936	Feb-17-2004			25	United States of America	Oxford Industries, Inc
SLIVER	78434552	Jun-14-2004			25	United States of America	Oxford Industries, Inc
SMART BLAZER	76540277	Aug-13-2003			25	United States of America	Oxford Industries, Inc
SMART COAT	76397282	Apr-17-2002			25	United States of America	Oxford Industries, Inc
SMART PANTS	76421699	Jun-18-2002			25	United States of America	Oxford Industries, Inc
SMART SEPARATES	76421697	Jun-18-2002			25	United States of America	Oxford Industries, Inc
SMART SUIT	76397281	Apr-17-2002			25	United States of America	Oxford Industries, Inc
Stitching (Back Pocket)	78081509	Aug-28-2001	2535136	Jan-29-2002	25	United States of America	Viewpoint International, Inc.
Stitching (Back Pocket)	78337256	Dec-5-2003			25	United States of America	Viewpoint International, Inc.
Stitching (Back Pocket)	78344925	Dec-23-2003			25	United States of America	Viewpoint International, Inc.
STRETCH-TEX	76540281	Aug-13-2003			25	United States of America	Oxford Industries, Inc
SUNSHINE STATE	76540283	Aug-13-2003			25	United States of America	Oxford Industries, Inc

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
SUPER DRY	76543249	Aug-26-2003			25	United States of America	Oxford Industries, Inc
SUPERFINE 130	76509852	Apr-25-2003			25	United States of America	Oxford Industries, Inc
T. AUSTIN	73310511	May-15-1981	1258607	Nov-22-1983	25	United States of America	Oxford Industries, Inc
TB	78171813	Oct-7-2002	2825018	Mar-23-2004	25	United States of America	Viewpoint International, Inc.
TB INDIGO PALMS	78054599	Mar-22-2001			25	United States of America	Viewpoint International, Inc.
THE BACK PORCH	78021735	Aug-17-2000	2589935	Jul-2-2002	25	United States of America	Viewpoint International, Inc.
THE CITICLOTH	73635097	Dec-12-1986	1455434	Sep-1-1987	25	United States of America	Oxford Industries, Inc
THE LIFETIME COLLAR	76454877	Sep-27-2002			25	United States of America	Oxford Industries, Inc
TIFTON	73565916	Oct-30-1985	1399590	Jul-1-1986	25	United States of America	Oxford Industries, Inc
TO BE CONTINUED	73548388	Jul-16-1985	1381539	Feb-4-1986	25	United States of America	Oxford Industries, Inc
TOMMY BAHAMA	74303789	Aug-13-1992	1802812	Nov-2-1993	25	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	75979672	Aug-28-1995	2381910	Aug-29-2000	24	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	75978560	Aug-28-1995	2284151	Oct-5-1999	42	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	75978343	Aug-28-1995	2273118	Aug-24-1999	32	United States of America	Viewpoint International, Inc.

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
TOMMY BAHAMA	75976078	Aug-28-1995	2462870	Jun-19-2001	20	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	75788112	Aug-30-1999	2387649	Sep-19-2000	16,18,28	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78021333	Aug-15-2000			21	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78021272	Aug-15-2000	2641036	Oct-22-2002	9	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78021687	Aug-17-2000	2492771	Sep-25-2001	35	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78025536	Sep-12-2000	2551210	Mar-19-2002	14	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78028967	Oct-4-2000	2670281	Dec-31-2002	27	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78081904	Aug-30-2001	2547466	Mar-12-2002	16	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78107197	Feb-6-2002	2745191	Jul-29-2003	9	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78119245	Apr-3-2002	2704749	Apr-8-2003	24	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78122811	Apr-19-2002	2678331	Jan-21-2003	28	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78177643	Oct-23-2002			8,21	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78191195	Dec-4-2002			28	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78193846	Dec-12-2002	2782036	Nov-11-2003	24	United States of America	Viewpoint International, Inc.

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
TOMMY BAHAMA	78198459	Dec-30-2002	2771892	Oct-7-2003	4,16,34	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78398489	Apr-8-2004			3	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA	78975254	Aug-15-2000			11	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA AMBER ISLE COLLECTION	78116249	Mar-20-2002	2787590	Nov-25-2003	20	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA AMBER ISLE COLLECTION	78200264	Jan-6-2003			8,20,21	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA BUNGALOW BLONDE	75081308	Apr-1-1996	2100290	Sep-23-1997	32	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA BUNGALOW BREW	75210782	Dec-10-1996	2112400	Nov-11-1997	32	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA CHALLENGE	78402659	Apr-15-2004			35	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA CHALLENGE	78402698	Apr-15-2004			41	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA ISLAND SOFT	78042795	Jan-11-2001	2644541	Oct-29-2002	25	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA SHADE MAKER	78276251	Jul-18-2003			25	United States of America	Viewpoint International, Inc.
TOMMY BAHAMA'S TROPICAL CAFE'	75267332	Apr-1-1997	2112530	Nov-11-1997	42	United States of America	Viewpoint International, Inc.
TORTOLA	78327590	Nov-13-2003			25	United States of America	Viewpoint International, Inc.

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
TRAIL GEAR	73373735	Jul-9-1982	1244633	Jul-5-1983	25	United States of America	Oxford Industries, Inc
TRANQUILITY BAY	78436790	Jun-17-2004			25	United States of America	Oxford Industries, Inc
TRAVELER'S RETREAT	78335772	Dec-3-2003			20	United States of America	Viewpoint International, Inc.
TROPICOTTON	78319114	Oct-27-2003			25	United States of America	Viewpoint International, Inc.
TROTTERS CLUB	73432699	Jun-30-1983	1323362	Mar-5-1985	25	United States of America	Oxford Industries, Inc
U.S. BOUND	73606270	Jun-25-1986	1430349	Feb-24-1987	25	United States of America	Oxford Industries, Inc
ULTIMATE SHIRT	76407450	May-3-2002			25	United States of America	Oxford Industries, Inc
VERI-COOL	76554106	Oct-8-2003			25	United States of America	Oxford Industries, Inc
WEATHERBRIDGE	73589492	Mar-24-1986	1412444	Oct-7-1986	25	United States of America	Oxford Industries, Inc
WEDGE	76526491	Jun-20-2003			25	United States of America	Oxford Industries, Inc
WEST INDIES WIND JAMMER	78276156	Jul-18-2003			25	United States of America	Viewpoint International, Inc.
WIND GEAR	76530255	Jul-7-2003			25	United States of America	Oxford Industries, Inc
WIND WEAR	76530256	Jul-7-2003			25	United States of America	Oxford Industries, Inc
WORLD BEAUTY	76540280	Aug-13-2003			25	United States of America	Oxford Industries, Inc

Trade Names

Subsidiary	Other Names
Lionshead Clothing Company	Manchester Shirts, Inc.
Piedmont Apparel Corporation	Airman Shirt Co., Ltd.
Oxford of South Carolina, Inc.	Oxford of South Carolina, Inc. purchased all of the assets of Next Day Apparel, Inc.
Tommy Bahama St. Augustine, LLC	TB Bungalow St. Augustine, LLC
Tommy Bahama Biltmore, LLC	Tommy Bahama Phoenix, LLC
Tommy Bahama R&R Texas, Inc.	Tommy Bahama R&R Dallas, Inc.

Schedule 2

Patents and Patent Application

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.

Schedule 3

Copyrights and Copyright Applications

Spring 2002 Copyrights (*registration certificates delayed due to terror threats in Washington DC*)

No.	Copyright Title	Author / Claimant	Registration #	Year Registered	Description
1.	TB3750 TB1095 (21) LA NINA COLADA CAMP	Viewpoint International, Inc.	VA 1-245-389	2002	Fabric Design
2.	TB 3754 (21)LEAF AND LET LEAF CAMP	Viewpoint International, Inc.	VA 1-245-390	2002	Fabric Design
3.	TB3803 (21)VINTAGE VINES	Viewpoint International, Inc.	VA 1-245-391	2002	Fabric Design
4.	TB3778 (21)LOVERS LANE	Viewpoint International, Inc.	VA 1-245-392	2002	Fabric Design
5.	TB3752 (21)PERSIAN PROMISE	Viewpoint International, Inc.	VA 1-245-393	2002	Fabric Design
6.	TB3770 (21)CATALINA CORSAGE	Viewpoint International, Inc.	VA 1-245-394	2002	Fabric Design
7.	TB3747 TB9051(21)GARDEN OF HOPE AND COURAGE MENS	Viewpoint International, Inc.	VA 1-245-395	2002	Fabric Design
8.	TB3777 (21) KIMONO	Viewpoint International, Inc.	VA 1-245-396	2002	Fabric Design
9.	TB3667 (21) FLORAL IMPRESSION (BORDER)	Viewpoint International, Inc.	VA 1-245-397	2002	Fabric Design
10.	TB3788 (21) FOULARD'S GOLD CAMP	Viewpoint International, Inc.	VA 1-245-398	2002	Fabric Design
11.	TB3749 (21) NO MONEY, NO HONEY CAMP	Viewpoint International, Inc.	VA 1-245-399	2002	Fabric Design
12.	TB3792 (21) EL JARDIN CAMP	Viewpoint International, Inc.	VA 1-245-400	2002	Fabric Design
13.	TB3748 TB9052 (21) BAHAMARAMA	Viewpoint International, Inc.	VA 1-245-401	2002	Fabric Design
14.	TB2370 (21) GARDEN OF EDEN	Viewpoint International, Inc.	VA 1-245-402	2002	Fabric Design
15.	TB2390 (21) OOH LA LEI POLO	Viewpoint International, Inc.	VA 1-245-403	2002	Fabric Design
16.	TB2398 (21) ST. LUCIO POLO	Viewpoint International, Inc.	VA 1-245-404	2002	Fabric Design
17.	TB3781 TB1093 TB9056 (21) LOBSTER LIASON CAMP	Viewpoint International, Inc.	VA 1-245-405	2002	Fabric Design
18.	TB3736 TB9048 (21) ISLAND OF DESIRE	Viewpoint International, Inc.	VA 1-245-406	2002	Fabric Design
19.	TB2397 (21) WATER LILY	Viewpoint International, Inc.	VA 1-245-407	2002	Fabric Design
20.	TB2396/TB3799 (21) MAKIN' WAVES/BLOW ME AWAY CAMP	Viewpoint International, Inc.	VA 1-245-408	2002	Fabric Design
21.	TB3763 (21) PAISLEY PASSION	Viewpoint International, Inc.	VA 1-245-409	2002	Fabric Design
22.	TB2371 (21) FLORAL RHAPSODY	Viewpoint International, Inc.	VA 1-245-410	2002	Fabric Design
23.	TB3756 (21) PLAID TASTIK CAMP	Viewpoint International, Inc.	VA 1-245-411	2002	Fabric Design
24.	TB3734/TB9045 BONGO CONGO CAMP	Viewpoint International, Inc.	VA 1-245-412	2002	Fabric Design
25.	TB3739 (21) SEISMO-PLAID CAMP	Viewpoint International, Inc.	VA 1-245-413	2002	Fabric Design
26.	TB3745 (21) A SHORE THING CAMP	Viewpoint International, Inc.	VA 1-245-414	2002	Fabric Design
27.	TB3773 TB9046 (21) HERMIT THE CRAB CAMP	Viewpoint International, Inc.	VA 1-245-352	2002	Fabric Design
28.	TB1091 (21) PARADISE PAISLEY	Viewpoint International, Inc.	VA 1-245-353	2002	Fabric Design
29.	TB3735 (21) FAN FLORA CAMP	Viewpoint International, Inc.	VA 1-245-354	2002	Fabric Design
30.	TB2373 (21) SOLSTICE	Viewpoint International, Inc.	VA 1-245-355	2002	Fabric Design
31.	TB3761 (21) TRYST IN THE MIST CAMP	Viewpoint International, Inc.	VA 1-245-358	2002	Fabric Design
32.	TB1086 (21) PINA POWER	Viewpoint International, Inc.	VA 1-245-356	2002	Fabric Design
33.	TB2372 (21) PINEAPPLE-PICK-ME-UP POLO	Viewpoint International, Inc.	VA 1-245-357	2002	Fabric Design

34.	TB2344 (21) PANDA CHOW POLO	Viewpoint International, Inc.	VA 1-245-360	2002	Fabric Design
35.	TB3800 TB9047 TB1094 (21) BRUCE'S BALLAD CAMP	Viewpoint International, Inc.	VA 1-245-359	2002	Fabric Design
36.	TB3806 (21) SHELL SHOCKED CAMP	Viewpoint International, Inc.	VA 1-245-361	2002	Fabric Design
37.	TB3740 (21) BE THERE OR BE SQUARE CAMP	Viewpoint International, Inc.	VA 1-245-362	2002	Fabric Design
38.	TB1092 (21) CALYPSO QUEEN	Viewpoint International, Inc.	VA 1-245-363	2002	Fabric Design
39.	TB3755 (21) PLAID TO SEE YOU CAMP	Viewpoint International, Inc.	VA 1-245-364	2002	Fabric Design
40.	TB3753 (21) FLORENTINE SHELL	Viewpoint International, Inc.	VA 1-245-365	2002	Fabric Design
41.	TB3918 (21) SHADY PALMS CAMP	Viewpoint International, Inc.	VA 1-245-366	2002	Fabric Design
42.	TB3917 (21) SUGAR PLAIDY CAMP	Viewpoint International, Inc.	VA 1-245-367	2002	Fabric Design
43.	TB3757 (21) PARADISE BOUND CAMP	Viewpoint International, Inc.	VA 1-245-368	2002	Fabric Design
44.	TB3775 (21) GARDEN OF HOPE AND COURAGE WOMENS	Viewpoint International, Inc.	VA 1-245-369	2002	Fabric Design
45.	TB3780 TB9053 (21) SOLSTICE	Viewpoint International, Inc.	VA 1-245-370	2002	Fabric Design
46.	TB3759 (21) HELLUVA HONEYMOON	Viewpoint International, Inc.	VA 1-245-371	2002	Fabric Design
47.	TB3782A/TB9054 (21) BIM-BAM-BOOM	Viewpoint International, Inc.	VA 1-245-372	2002	Fabric Design
48.	TB2384 (21) TWILIGHT WHISPER	Viewpoint International, Inc.	VA 1-245-373	2002	Fabric Design
49.	TB3733 (21) PAISLEY PALACE	Viewpoint International, Inc.	VA 1-245-374	2002	Fabric Design
50.	TB3772 (21) ALTANIS DELIGHT	Viewpoint International, Inc.	VA 1-245-375	2002	Fabric Design
51.	TB3779 (21) FLORAL SUSPENSE	Viewpoint International, Inc.	VA 1-245-376	2002	Fabric Design
52.	TB3910 (21) FERN EUPHORIA	Viewpoint International, Inc.	VA 1-245-377	2002	Fabric Design
53.	TB2404 (21) BANDITO LITO	Viewpoint International, Inc.	VA 1-245-378	2002	Fabric Design
54.	TB3798 TB9060 (21) HALO HALO	Viewpoint International, Inc.	VA 1-245-379	2002	Fabric Design
55.	TB3632 (21) JURASSIC PALMS CAMP	Viewpoint International, Inc.	VA 1-245-380	2002	Fabric Design
56.	TB3922 (21) TIKI TIME CAMP	Viewpoint International, Inc.	VA 1-245-381	2002	Fabric Design
57.	TB3789 (21) PINEAPPLE TWIST CAMP	Viewpoint International, Inc.	VA 1-245-382	2002	Fabric Design
58.	TB 3758 TB9057 (21) TAKEN BY STORM CAMP	Viewpoint International, Inc.	VA 1-245-383	2002	Fabric Design
59.	TB2374 (21) KING OF THE JUNGLE POLO	Viewpoint International, Inc.	VA 1-245-384	2002	Fabric Design
60.	TB3792 (21) FLORAL IMPRESSION (BACKGRD)	Viewpoint International, Inc.	VA 1-245-385	2002	Fabric Design
61.	TB3737 (21) SINGAPORE SENSATION	Viewpoint International, Inc.	VA 1-245-386	2002	Fabric Design

all 2002 Copyrights (*registration certificates delayed due to terror threats in Washington DC*)

No.	Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description
1.	TB30012 (23) BIG KAHUNA POND		Viewpoint International, Inc.	VA 1-247-502	2002	Fabric Design
2.	TB30006 (23) PLAD ABOUT PAISLEY		Viewpoint International, Inc.	VA 1-247-503	2002	Fabric Design
3.	TB3925 (23) BAMBOO BLIND		Viewpoint International, Inc.	VA 1-247-504	2002	Fabric Design

No.	Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description
4.	TB2410 (23) FERNTASIA		Viewpoint International, Inc.	VA 1-247-505	2002	Fabric Design
5.	TB30029 (23) SANDPIPER PLAID		Viewpoint International, Inc.	VA 1-247-506	2002	Fabric Design
6.	TB3920 (23) TAHITIAN TANGO		Viewpoint International, Inc.	VA 1-247-507	2002	Fabric Design
7.	TB3997 (23)RUM RUNNER STRIPE		Viewpoint International, Inc.	VA 1-247-508	2002	Fabric Design
8.	TB30011/TB9062 (23) FLORAL ANTIQUITY	GARDEN OF HOPE AND COURAGE	Viewpoint International, Inc.	VA 1-247-509	2002	Fabric Design
9.	TB3935 (23) EASY CHECK		Viewpoint International, Inc.	VA 1-247-510	2002	Fabric Design
10.	TB3982/TB9072 (23) CAPE CARNIVAL		Viewpoint International, Inc.	VA 1-247-511	2002	Fabric Design
11.	TB2433 (23) TAHITIAN TANGO		Viewpoint International, Inc.	VA 1-247-512	2002	Fabric Design
12.	TB3957/TB2413/TB1108 (23) HYPNOTIC PALMS		Viewpoint International, Inc.	VA 1-247-513	2002	Fabric Design
13.	TB30034 (23) PALMOA PALMS		Viewpoint International, Inc.	VA 1-247-514	2002	Fabric Design
14.	TB3985/TB9075 (23) HANA HEAVEN		Viewpoint International, Inc.	VA 1-247-515	2002	Fabric Design
15.	TB2412 (23) POPPY FIELDS		Viewpoint International, Inc.	VA 1-247-516	2002	Fabric Design
16.	TB3949 (23) TWIN FALLS		Viewpoint International, Inc.	VA 1-247-517	2002	Fabric Design
17.	TB1105 (23) PLANT PAGEANT		Viewpoint International, Inc.	VA 1-247-518	2002	Fabric Design
18.	TB30036 (23) PALM SOLO		Viewpoint International, Inc.	VA 1-247-519	2002	Fabric Design
19.	TB2414 (23) WONDER WOODS		Viewpoint International, Inc.	VA 1-247-520	2002	Fabric Design
20.	TB30027 (23) STARLIGHT PLAID		Viewpoint International, Inc.	VA 1-247-521	2002	Fabric Design
21.	TB1104 (23) LOTS A PINEAPPLE		Viewpoint International, Inc.	VA 1-247-522	2002	Fabric Design
22.	TB30004 (23) TALLY ME BANANAS		Viewpoint International, Inc.	VA 1-247-523	2002	Fabric Design
23.	TB3932 (23) TIKI CORSAGE		Viewpoint International, Inc.	VA 1-247-524	2002	Fabric Design
24.	TB3926 (23) TROPICAL VINEYARD		Viewpoint International, Inc.	VA 1-247-525	2002	Fabric Design
25.	TB3950/TB9064 (23) FLASHBACK FLORAL		Viewpoint International, Inc.	VA 1-247-526	2002	Fabric Design
26.	TB30013 (23) LATIN LEAF		Viewpoint International, Inc.	VA 1-247-527	2002	Fabric Design
27.	TB3945 (23) GARDEN OF HOPE AND COURAGE	RAINFOREST	Viewpoint International, Inc.	VA 1-247-528	2002	Fabric Design
28.	TB3973 (23) PALM IN A BOX		Viewpoint International, Inc.	VA 1-247-529	2002	Fabric Design

No.	Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description
29.	TB30010 (23) SABA DEDUCTION STRIPE		Viewpoint International, Inc.	VA 1-247-530	2002	Fabric Design
30.	TB3941 (23) TROPICAL SEA GLASS		Viewpoint International, Inc.	VA 1-247-531	2002	Fabric Design
31.	TB2417 (23) FLORAL VIBRATIONS		Viewpoint International, Inc.	VA 1-247-532	2002	Fabric Design
32.	TB30035 (23) MINTICELLO MIST		Viewpoint International, Inc.	VA 1-247-533	2002	Fabric Design
33.	TB30088 (23) DANCING FLOWERS		Viewpoint International, Inc.	VA 1-247-534	2002	Fabric Design
34.	TB2418 (23) POCONO PINEAPPLE		Viewpoint International, Inc.	VA 1-247-535	2002	Fabric Design
35.	TB2423 (23) TWIN FALLS		Viewpoint International, Inc.	VA 1-247-536	2002	Fabric Design
36.	TB3955 (23) BIG AND BEAUTIFUL		Viewpoint International, Inc.	VA 1-247-537	2002	Fabric Design
37.	TB3990 (23) BOURBON LEGENDS		Viewpoint International, Inc.	VA 1-247-538	2002	Fabric Design
38.	TB30023/TB1107 (23) PALM DUNE		Viewpoint International, Inc.	VA 1-247-539	2002	Fabric Design
39.	TB3956 (23) LOBSTER LINE DANCE		Viewpoint International, Inc.	VA 1-247-540	2002	Fabric Design
40.	TB3996 (23) MONKEY JUNGLE		Viewpoint International, Inc.	VA 1-247-541	2002	Fabric Design
41.	TB2416 (23) PINA COLADA		Viewpoint International, Inc.	VA 1-247-542	2002	Fabric Design
42.	TB3953 (23) BAMBOO SUNRISE		Viewpoint International, Inc.	VA 1-247-543	2002	Fabric Design
43.	TB3936 (23) FLORAL PARADISE		Viewpoint International, Inc.	VA 1-247-544	2002	Fabric Design
44.	TB3924/TB9066 (23) LEAF OF LUXURY		Viewpoint International, Inc.	VA 1-247-545	2002	Fabric Design
45.	TB3986 (23) PINEAPPLE LANE		Viewpoint International, Inc.	VA 1-247-546	2002	Fabric Design
46.	TB3987 (23) PALM CONCERTO #8		Viewpoint International, Inc.	VA 1-247-547	2002	Fabric Design
47.	TB3977 (23) STRIPE TEASE		Viewpoint International, Inc.	VA 1-247-548	2002	Fabric Design
48.	TB3963 (23) BARBADOS BAY		Viewpoint International, Inc.	VA 1-247-549	2002	Fabric Design
49.	TB30026 (23) BEACH WALK		Viewpoint International, Inc.	VA 1-247-550	2002	Fabric Design
50.	TB30024 (23) MOSAIC PALMS		Viewpoint International, Inc.	VA 1-247-551	2002	Fabric Design
51.	TB30022 (23) FERN BABY FERN		Viewpoint International, Inc.	VA 1-247-552	2002	Fabric Design

No.	Copyright Title	Alternate Title	Owner	Reg. #	Year Reg.	Description
1.	BAMBOO BOUQUET	34TB436	Viewpoint International, Inc.	VA 1-221-761	2003	Fabric Design
2.	BON VOYAGE	34TB30415	Viewpoint International, Inc.	VA 1-221-769	2003	Fabric Design
3.	BOUQUET TOSS	34TB30413	Viewpoint International, Inc.	VA 1-221-762	2003	Fabric Design
4.	Buena Vista	34TB2535	Viewpoint International, Inc.	VA 1-217-919	2003	Fabric Design
5.	CHAMPAGNE TOAST	34TB30427	Viewpoint International, Inc.	VA 1-217-925	2003	Fabric Design
6.	Costa Rica	34TB30357	Viewpoint International, Inc.	VA 1-221-755	2003	Fabric Design
7.	déjà vu	34TB30380	Viewpoint International, Inc.	VA 1-217-929	2003	Fabric Design
8.	FANTASY ISLAND	34TB30328	Viewpoint International, Inc.	VA 1-217-931	2003	Fabric Design
9.	FIRST DANCE	34TB30418	Viewpoint International, Inc.	VA 1-217-927	2003	Fabric Design
10.	Flamingo Dance Towel	34TB132	Viewpoint International, Inc.	VA 1-214-455	2003	Fabric Design
11.	FLOWER GIRL	34TB30417	Viewpoint International, Inc.	VA 1-221-771	2003	Fabric Design
12.	Four Food Groups	T7314 / T7313	Viewpoint International, Inc.	VA 1-226-307	2003	Fabric Design
13.	Fresca Palms	34TB30399	Viewpoint International, Inc.	VA 1-217-914	2003	Fabric Design
14.	Fresh Beverage	34TB30366	Viewpoint International, Inc.	VA 1-221-775	2003	Fabric Design
15.	Ginger Tonic	34TB30346	Viewpoint International, Inc.	VA 1-221-760	2003	Fabric Design
16.	GoHaC	34TB30398	Viewpoint International, Inc.	VA 1-217-920	2003	Fabric Design
17.	Hilo Hideaway	34TB2548	Viewpoint International, Inc.	VA 1-221-766	2003	Fabric Design
18.	HONEYMOON LAGOON	34TB2525	Viewpoint International, Inc.	VA 1-221-763	2003	Fabric Design
19.	Hula Hallucinations	34TB30375	Viewpoint International, Inc.	VA 1-221-764	2003	Fabric Design
20.	Island Carpool	T7316	Viewpoint International, Inc.	VA 1-226-306	2003	Fabric Design
21.	Island Getaway	34TB30405	Viewpoint International, Inc.	VA 1-221-770	2003	Fabric Design
22.	Island Surprise	34TB2546	Viewpoint International, Inc.	VA 1-221-768	2003	Fabric Design
23.	Jungle Rhumba	34TB30403	Viewpoint International, Inc.	VA 1-217-923	2003	Fabric Design
24.	Kona Coast	34TB2542	Viewpoint International, Inc.	VA 1-221-756	2003	Fabric Design

No.	Copyright Title	Alternate Title	Owner	Reg. #	Year Reg.	Description
25.	LILY MY LOVE	34TB30330	Viewpoint International, Inc.	VA 1-221-765	2003	Fabric Design
26.	Lost Islands	34TB2550	Viewpoint International, Inc.	VA 1-221-746	2003	Fabric Design
27.	Lotus Limbo	34TB30326	Viewpoint International, Inc.	VA 1-217-913	2003	Fabric Design
28.	LOVE BIRDS	34TB30419	Viewpoint International, Inc.	VA 1-217-922	2003	Fabric Design
29.	Love Notes Embroidery	34TB148	Viewpoint International, Inc.	VA 1-214-456	2003	Fabric Design
30.	Luscious Lovelies	34TB30411	Viewpoint International, Inc.	VA 1-221-773	2003	Fabric Design
31.	MAMBO MAMA	34TB30354	Viewpoint International, Inc.	VA 1-217-933	2003	Fabric Design
32.	Moonlight Bay	34TB2549	Viewpoint International, Inc.	VA 1-221-745	2003	Fabric Design
33.	ORCHID BREEZE	34TB30340	Viewpoint International, Inc.	VA 1-217-928	2003	Fabric Design
34.	Orchids on the Run	34TB30364	Viewpoint International, Inc.	VA 1-217-930	2003	Fabric Design
35.	PAINT THE TOWN	34TB30344	Viewpoint International, Inc.	VA 1-221-752	2003	Fabric Design
36.	Palm Illusion	34TB30365	Viewpoint International, Inc.	VA 1-217-918	2003	Fabric Design
37.	Palm Pile-It	34TB30360	Viewpoint International, Inc.	VA 1-217-915	2003	Fabric Design
38.	Palm Swizzles	34TB30395	Viewpoint International, Inc.	VA 1-217-917	2003	Fabric Design
39.	Paradise Beach	T30300	Viewpoint International, Inc.	VA 1-226-305	2003	Fabric Design
40.	PINEAPPLE PIZAZZ	34TB1150	Viewpoint International, Inc.	VA 1-221-750	2003	Fabric Design
41.	Pineapple Soul Mate	34TB30349	Viewpoint International, Inc.	VA 1-221-759	2003	Fabric Design
42.	Pineapple Tango	34TB30374	Viewpoint International, Inc.	VA 1-221-758	2003	Fabric Design
43.	Pipe Dream	34TB30387	Viewpoint International, Inc.	VA 1-221-754	2003	Fabric Design
44.	POINSETTA PROMISE	34TB30331	Viewpoint International, Inc.	VA 1-221-747	2003	Fabric Design
45.	Promise Me Paradise Embroidery	34TB147	Viewpoint International, Inc.	VA 1-214-454	2003	Fabric Design
46.	ROMANTIC RENDEZVOUS	34TB30329	Viewpoint International, Inc.	VA 1-217-916	2003	Fabric Design
47.	Salvadorian	34TB30393	Viewpoint International, Inc.	VA 1-221-767	2003	Fabric Design
48.	Scene Stealer	T7315 / T7312	Viewpoint International, Inc.	VA 1-226-308	2003	Fabric Design
49.	Smooth Operator	T30299 / T7320	Viewpoint International, Inc.	VA 1-226-304	2003	Fabric Design
50.	Smooth Sailing	34TB30370	Viewpoint International, Inc.	VA 1-221-772	2003	Fabric Design

No.	Copyright Title	Alternate Title	Owner	Reg. #	Year Reg.	Description
51.	Tahitian Breeze	34TB30377	Viewpoint International, Inc.	VA 1-221-753	2003	Fabric Design
52.	Tarpum Springs	34TB2530	Viewpoint International, Inc.	VA 1-217-924	2003	Fabric Design
53.	THE HONEYMOONER	34TB1148	Viewpoint International, Inc.	VA 1-217-926	2003	Fabric Design
54.	Tranquility Isle	34TB30367	Viewpoint International, Inc.	VA 1-221-748	2003	Fabric Design
55.	TROPICAL LACE	34TB30416	Viewpoint International, Inc.	VA 1-217-932	2003	Fabric Design
56.	TROPICAL TREASURE	34TB1149	Viewpoint International, Inc.	VA 1-221-751	2003	Fabric Design
57.	TWILIGHT PROPOSAL	34TB30422	Viewpoint International, Inc.	VA 1-221-749	2003	Fabric Design
58.	Vacation Vixen - Back	34TB30394	Viewpoint International, Inc.	VA 1-217-921	2003	Fabric Design
59.	Vacation Vixen - Bottom	34TB30407	Viewpoint International, Inc.	VA 1-221-757	2003	Fabric Design
60.	WEDDING SHOWER	34TB30414	Viewpoint International, Inc.	VA 1-221-774	2003	Fabric Design

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No.	Copyright Title	Alternate Title	Owner	Reg. #	Year Reg.	Description
1.	PICNIC IN PROVENCE	TB30446	Viewpoint International, Inc.	VA 1-219-408	2004	Fabric Design
2.	ISLAND INSPIRATION	TB30499	Viewpoint International, Inc.	VA 1-219-409	2004	Fabric Design
3.	FLORAL REFLECTIONS	TB30487	Viewpoint International, Inc.	VA 1-219-410	2004	Fabric Design
4.	DAISY DELIGHT	TB30469	Viewpoint International, Inc.	VA 1-219-411	2004	Fabric Design
5.	DESERT BIRDS	TB30462/TB9181	Viewpoint International, Inc.	VA 1-219-412	2004	Fabric Design
6.	FROM HERE TO PARADISE	TB30428	Viewpoint International, Inc.	VA 1-219-420	2004	Fabric Design
7.	JARDIN	TB30509	Viewpoint International, Inc.	VA 1-219-404	2004	Fabric Design
8.	DESERT IRIS	TB30441	Viewpoint International, Inc.	VA 1-219-425	2004	Fabric Design
9.	ANTIKI FLORAL	TB30464/TB9181, Flower Tangle	Viewpoint International, Inc.	VA 1-219-426	2004	Fabric Design
10.	TICKET TO PARADISE	TB30459/TB9173	Viewpoint International, Inc.	VA 1-219-427	2004	Fabric Design
11.	FAN-TASTIC	TB30430	Viewpoint International, Inc.	VA 1-219-428	2004	Fabric Design
12.	TAHITIAN DREAMIN'	TB30467/TB9178	Viewpoint International, Inc.	VA 1-219-429	2004	Fabric Design

No.	Copyright Title	Alternate Title	Owner	Reg. #	Year Reg.	Description
13.	CABANA PALM	TB30471	Viewpoint International, Inc.	VA 1-219-430	2004	Fabric Design
14.	GARDEN MIRAGE	TB30457	Viewpoint International, Inc.	VA 1-219-431	2004	Fabric Design
15.	HEAT WAVE	TB30444/TB9174	Viewpoint International, Inc.	VA 1-219-432	2004	Fabric Design
16.	PINEAPPLE INFUSION	TB30473/TB9169	Viewpoint International, Inc.	VA 1-219-384	2004	Fabric Design
17.	PROPELLA PALM	TB30433/9163	Viewpoint International, Inc.	VA 1-219-385	2004	Fabric Design
18.	BELOW THE EQUATOR	TB30476	Viewpoint International, Inc.	VA 1-219-386	2004	Fabric Design
19.	DATE GROVE	TB30435/TB1160	Viewpoint International, Inc.	VA 1-219-387	2004	Fabric Design
20.	SO RIGHT, SARONG	TB30543/TB9160	Viewpoint International, Inc.	VA 1-219-388	2004	Fabric Design
21.	ISLAND ADVENTURE CAMP	TB30431	Viewpoint International, Inc.	VA 1-219-389	2004	Fabric Design
22.	TOMMY TONGA	TB30482/TB9165	Viewpoint International, Inc.	VA 1-219-390	2004	Fabric Design
23.	HIDING IN HIBISCUS	TB30455	Viewpoint International, Inc.	VA 1-219-391	2004	Fabric Design
24.	FLEUR DE SOLEIL	TB30450	Viewpoint International, Inc.	VA 1 219-392	2004	Fabric Design
25.	MAI TIDE	TB30438/TB9175 Shade of Morocco Rendezvous	Viewpoint International, Inc.	VA 1-219-393	2004	Fabric Design
26.	MOON OVER MIAMI	TB30445/TB9172	Viewpoint International, Inc.	VA 1-219-394	2004	Fabric Design
27.	ORCHID SPRINGS	TB30595	Viewpoint International, Inc.	VA 1-219-337	2004	Fabric Design
28.	RUSTIC PARADISE	TB30590	Viewpoint International, Inc.	VA 1-219-338	2004	Fabric Design
29.	BRUSHED HIBISCUS CAMP	TB30585	Viewpoint International, Inc.	VA 1-219-339	2004	Fabric Design
30.	PLAY IT AGAIN	TB30279	Viewpoint International, Inc.	VA 1-219-340	2004	Fabric Design
31.	BAMBOO	TB30456/TB9162	Viewpoint International, Inc.	VA 1-219-341	2004	Fabric Design
32.	SOUTH PACIFIC	TB2556	Viewpoint International, Inc.	VA 1-219-342	2004	Fabric Design
33.	COSTA FLORA	TB2557	Viewpoint International, Inc.	VA 1-219 343	2004	Fabric Design
34.	BOUTIQUE BOUQUET	TB30588	Viewpoint International, Inc.	VA 1-219-344	2004	Fabric Design
35.	WATERFALL FLOWERS	TB30587	Viewpoint International, Inc.	VA 1-219-345	2004	Fabric Design
36.	HOLLYWOOD HIBISCUS	TB30593	Viewpoint International, Inc.	VA 1-219-346	2004	Fabric Design
37.	TAHITI SWEETIE	TB30592	Viewpoint International, Inc.	VA 1-219-347	2004	Fabric Design

No.	Copyright Title	Alternate Title	Owner	Reg. #	Year Reg.	Description
38.	SUNSET HIDEAWAY	TB30359	Viewpoint International, Inc.	VA 1-219-348	2004	Fabric Design
39.	PARADISE FOUND	TB30594	Viewpoint International, Inc.	VA 1-219-349	2004	Fabric Design
40.	PARADISE SHADOW	TB30584	Viewpoint International, Inc.	VA 1-219-350	2004	Fabric Design
41.	PASSION LEAF	TB30274	Viewpoint International, Inc.	VA 1-219-423	2004	Fabric Design
42.	WINGS OVER RIO	TB30465	Viewpoint International, Inc.	VA 1-219-424	2004	Fabric Design
43.	HIBISCUS HULA HOTEL	TB3-434	Viewpoint International, Inc.	VA 1-241-846	2004	Fabric Design
44.	BALI BLISS	TB30461	Viewpoint International, Inc.	VA 1-241-847	2004	Fabric Design
45.	VISIONS OF PARADISE	TB30475/TB9179 Garden of Hope and Change	Viewpoint International, Inc.	VA 1-241-848	2004	Fabric Design
46.	CAFÉ BAHAMA	TB30454	Viewpoint International, Inc.	VA 1-241-849	2004	Fabric Design
47.	ROSE AMOR	TB30451	Viewpoint International, Inc.	VA 1-241-850	2004	Fabric Design
48.	DREAMING DEL RIO	TB30458	Viewpoint International, Inc.	VA 1 219-422	2004	Fabric Design
49.	BELLE JARDIN	TB30505	Viewpoint International, Inc.	VA 1-252-630	2004	Fabric Design
50.	GARDEN OF HOPE AND COURAGE	TB30466 Lotus Blossom	Viewpoint International, Inc.	VA 1-252-634	2004	Fabric Design
51.	FIRE FLOWER	TB30496	Viewpoint International, Inc.	VA 1-252-633	2004	Fabric Design
52.	WANNA BE LOVED BY YOU	TB30508/TB9682/ TB1161	Viewpoint International, Inc.	VA 1-252-632	2004	Fabric Design
53.	HIBISCUS HIDEAWAY	TB30437	Viewpoint International, Inc.	VA 1-252-631	2004	Fabric Design
54.	ORCHID SANDS	TB30591	Viewpoint International, Inc.	VA 1-247-587	2004	Fabric Design

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Please see attached.

No.	Copyright Title	Owner	Reg. #	Year Reg.	Description
1.	DEER IN THE PARK	Oxford Industries, Inc.	VAu593-888	2003	Fabric Design
2.	TREES IN THE PARK	Oxford Industries, Inc.	VAu593-887	2003	Fabric Design
3.	WOLVES IN THE PARK	Oxford Industries, Inc.	VA 1-217-577	2003	Fabric Design
4.	BUTTERFLY ON DENIM DRESS	Oxford Industries, Inc.	VA-140-046	2002	Visual Art
5.	COWBOY AND HORSES	Oxford Industries, Inc.	VA-172-083	2003	Fabric Design

Country:	United States					
ID	Mark	Reg. Owner	ADD. #	Reg. #	Classes	Goods & Services
2817	TB 3670 TB 1088 (14) ORCHID ILLUSIONS T3691 T7241	Viewpoint International, Inc.		VA 1-116-193		Fabric design
2820	TB 3700 (14) T3706 LOVES ME LOVES ME NOT	Viewpoint International, Inc.		VA 1-118-252		Fabric design
2821	POLYNESIAN PATH POLO TB2336 (14) T2532	Viewpoint International, Inc.		VA 1-118-280		Fabric design
2822	LILY OF PARADISE TB 2337 (14) T2533	Viewpoint International, Inc.		VA 1-118-284		Fabric design
2823	KING CALYPSO TB2341 (14) T2546	Viewpoint International, Inc.		VA 1-118-282		Fabric design
2824	BUNCH O BISCUS POLO TB2343 (14) T2548	Viewpoint International, Inc.		VA 1-118-267		Fabric design
2825	HAVANA HANGOVER TB2345 (14) T2547	Viewpoint International, Inc.		VA 1-118-270		Fabric design
2826	SOLEIL LEI TB2350 (14) TW2100/TW2099	Viewpoint International, Inc.		VA 1-118-278		Fabric design
2827	ORCHID ORGY TB2355 (14) 2537	Viewpoint International, Inc.		VA 1-118-290		Fabric design
2828	DESERT GINGER TB2356 (14) T2538	Viewpoint International, Inc.		VA 1-118-283		Fabric design
2829	SONAR SEISTA TB3642 (14) T3715	Viewpoint International, Inc.		VA 1-118-275		Fabric design
2830	DESERT STAR TB3652 (14) TW63158/TW3466/TW 1058/TW575	Viewpoint International, Inc.		VA 1-118-276		Fabric design
2831	MONACO MATRIX TB3655 (14) T3702/3703	Viewpoint International, Inc.		VA 1-118-291		Fabric design
2832	GARDEN OF HOPE AND COURAGE TB3662 (14) TW3476/TW3487/TW6 725/TW3475/TW1070/ TW6312	Viewpoint International, Inc.		VA 1-118-259		Fabric design
2833	LILY OF PALMS TB3664 (14) T3688	Viewpoint International, Inc.		VA 1-118-256		Fabric design
2834	TB3668 (14) T3728 TW3463/TW8067/TW6 313/TW3464	Viewpoint International, Inc.		VA 1-118-260		Fabric design
2835	ORCHID ILLUSIONS TB3670 (14) TW3477/TW3478/TW6 320	Viewpoint International, Inc.		VA 1-118-254		Fabric design
2836	BORDER BOUQUET TB3674 (14) T3714	Viewpoint International, Inc.		VA 1-118-274		Fabric design
2837	MONTEO LEI CAMP TB3675 (14) T3736	Viewpoint International, Inc.		VA 1-118-258		Fabric design

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2838	TB3680 (14) TW3474/TW3482/TW6 319/TW6724/T3689	Viewpoint International, Inc.	VA I-118-262	Fabric design
2839	PRISONER OF PARADISE TB3681 (14) T3694	Viewpoint International, Inc.	VA I-118-253	Fabric design
2840	ROAD TO HANA CAMP TB3684 (14) T3726	Viewpoint International, Inc.	VA I-118-269	Fabric design
2841	PINA POWER TB3685 (14) T3711	Viewpoint International, Inc.	VA I-118-292	Fabric design
2842	BANDITO LITO TB3686 (14) T3736	Viewpoint International, Inc.	VA I-118-281	Fabric design
2843	BAJA MYSTERIOSO CAMP TB3687 (14) T3730	Viewpoint International, Inc.	VA I-118-286	Fabric design
2844	HIBISCUS HONEYMOON TB3690 (14) T3692	Viewpoint International, Inc.	VA I-118-287	Fabric design
2845	BAND O'LEI TB3691 (14) T3695	Viewpoint International, Inc.	VA I-118-265	Fabric design
2846	PLEASURES OF PARADISE TB9043 (14) T9112	Viewpoint International, Inc.	VA I-118-285	Fabric design
2847	ROAD TO RIO TB3693 (14) T3710	Viewpoint International, Inc.	VA I-118-255	Fabric design
2848	TB3695 (14) TW3471/TW8061/TW1 062/T3735/T9112	Viewpoint International, Inc.	VA I-118-261	Fabric design
2849	BAMBOO FREEWAY TB3704 (14) T3692	Viewpoint International, Inc.	VA I-118-289	Fabric design
2850	TAJ MAHAL TB3706 (14) TW3465/TW3462/TW6 722/TW6314	Viewpoint International, Inc.	VA I-118-251	Fabric design
2851	TROPICAL TRELIS TB3707 (14) TW3407/TW6723/TW3 486/TW6318/TW1061	Viewpoint International, Inc.	VA I-118-277	Fabric design
2852	TINA'S GINGER TB3710 (14) T3451/T3425/T6718/T6 308	Viewpoint International, Inc.	VA I-118-264	Fabric design
2853	PETITE PAISLEY TB3714 (14) TW3481/TW3479/TW6 726	Viewpoint International, Inc.	VA I-118-249	Fabric design
2854	3719 (14) TW3450/TW6307/TW1 047/573 T3717	Viewpoint International, Inc.	VA I-118-272	Fabric design
2855	PAPYRUS PLAID TB3727 (14) T3725/3775	Viewpoint International, Inc.	VA I-118-271	Fabric design
2856	CASH OR CHECK CAMP TB3729 (14) T3745	Viewpoint International, Inc.	VA I-118-268	Fabric design
2857	TRANQUILITY TB736 (14) TW987/TW988	Viewpoint International, Inc.	VA I-118-250	Fabric design

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Viewpoint International, Inc. Copyright Portfolio

2858	BAMBOO VOLLEY TB9036 (14) T9107	Viewpoint International, Inc.	VA 1-118-266	Fabric design
2859	BANDITO LITO TB9040 (14) T9104	Viewpoint International, Inc.	VA 1-118-288	Fabric design
2860	PLEASURES OF PARADISE TB3692 (14) T3473	Viewpoint International, Inc.	VA 1-118-273	Fabric design
2861	TB3698 (14) T3738/TW6310/TW345 3/TW3454	Viewpoint International, Inc.	VA 1-118-263	Fabric design
2191	TB2212	Viewpoint International, Inc.	VA 757-677	Fabric Design
2192	TB2216	Viewpoint International, Inc.	VA 757-678	Fabric Design
2193	TB2208	Viewpoint International, Inc.	VA 757-668	Fabric Design
2194	TB2217	Viewpoint International, Inc.	VA 757-670	Fabric Design
2195	TB3380	Viewpoint International, Inc.	VA 757-671	Fabric Design
2196	TB3329	Viewpoint International, Inc.	VA 757-672	Fabric Design
2197	TB3352	Viewpoint International, Inc.	VA 988-398	Fabric Design
2198	TB3363	Viewpoint International, Inc.	VA 757-673	Fabric Design
2199	TB3370	Viewpoint International, Inc.	VA 757-674	Fabric Design
2200	TB3356	Viewpoint International, Inc.	VA 757-676	Fabric Design
2201	TB3353	Viewpoint International, Inc.	VA 757-669	Fabric Design
2202	TB2173 - SEAGRASS	Viewpoint International, Inc.	VA 988-397	Fabric Design
2203	TB346	Viewpoint International, Inc.	VA 757-675	Fabric Design
2419	TB3456 (03) T3468	Viewpoint International, Inc.	VA 1-036-529	Fabric Design
2420	TB3438 (03) TW3298	Viewpoint International, Inc.	VA 1-036-557	Fabric Design
2421	TB3465 (03) TW3300	Viewpoint International, Inc.	VA 1-036-566	Fabric Design
2422	TB3460 (03) TW3324	Viewpoint International, Inc.	VA 1-036-564	Fabric Design
2423	TB3453 (03) T3451	Viewpoint International, Inc.	VA 1-036-563	Fabric Design
2424	TB3444 (03) TW3310	Viewpoint International, Inc.	VA 1-036-546	Fabric Design
2425	TB3020 (03) TW3290	Viewpoint International, Inc.	VA 1-036-547	Fabric Design
2426	TB3445 (03) TW3308	Viewpoint International, Inc.	VA 1-036-549	Fabric Design
2427	TB3441 (03) TW3291	Viewpoint International, Inc.	VA 1-036-550	Fabric Design
2428	TB3465 (03) T3484	Viewpoint International, Inc.	VA 1-036-551	Fabric Design
2429	TB3456 (03) T3490	Viewpoint International, Inc.	VA 1-036-552	Fabric Design

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2430	TB3449 (03) TW3320	Viewpoint International, Inc.	VA 1-036-553	Fabric Design
2431	TB3442 (03) TW3319	Viewpoint International, Inc.	VA 1-036-554	Fabric Design
2432	TB3394 (03) TW3323	Viewpoint International, Inc.	VA 1-036-555	Fabric Design
2433	TB3448 (03) T3478	Viewpoint International, Inc.	VA 1-036-545	Fabric Design
2434	S/3456 (TB 3470)	Viewpoint International, Inc.	VA 1-036-565	Fabric Design
2435	S/3482 (TB 3463)	Viewpoint International, Inc.	VA 1-036-548	Fabric Design
2466	DEE-VINE TB3539	Viewpoint International, Inc.	VA 1-046-408	Fabric Design
2468	DEE-VINE TB3539	Viewpoint International, Inc.	VA 1-046-407	Fabric Design
2470	DEE-VINE TB 3520	Viewpoint International, Inc.	VA 1-046-408	Fabric Design
2472	FANTASY ISLAND TB 3467	Viewpoint International, Inc.	VA 1-046-409	Fabric Design
2474	ANTHRIRUM ISLAND TB 3546	Viewpoint International, Inc.	VA 1-046-411	Fabric Design
2478	TINY BUBBLES TB 3544	Viewpoint International, Inc.	VA 1-046-412	Fabric Design
2480	ROCK LOBSTER TB 3543	Viewpoint International, Inc.	VA 1-046-413	Fabric Design
3266	TB30193 (31) VACATION BREEZE	Viewpoint International, Inc.		Fabric design
2482	HOPE & COURAGE TB 3551	Viewpoint International, Inc.	VA 1-046-414	Fabric Design
2484	TROPICAL GARDEN TB 3555	Viewpoint International, Inc.	VA 1-060-783	Fabric Design
2503	TB 3566 LA JOLLA CAMP	Viewpoint International, Inc.	VA 1-076 557	
2504	TB 3559 LILY VANILLI CAMP	Viewpoint International, Inc.	VA 1-076-559	
2505	TB 3586 ME TOMMY YOU JANE CAMP	Viewpoint International, Inc.	VA 1-076-560	
2506	TB 3585 LUSCIOUS LILY CAMP	Viewpoint International, Inc.	VA 1-076-558	
2507	TB 3539 FLOATING HIBISCUS CAMP	Viewpoint International, Inc.	VA 1-076-561	
2508	TB 3545 PROTEA POWER CAMP	Viewpoint International, Inc.	VA 1-076-562	
2509	TB 3565 GARDEN OF HOPE AND COURAGE CAMP	Viewpoint International, Inc.	VA 1-076-563	
2510	TB 3560 HULA HIBISCUS CAMP	Viewpoint International, Inc.	VA 1-076-564	Fabric design
2511	TB 3548 MR. HOLLAND'S ORCHID CAMP	Viewpoint International, Inc.	VA 1-076-565	Fabric design
2512	TB 3538 FLORES CALIENTES	Viewpoint International, Inc.	VA 1-076-566	
2563	DIAMOND HEAD TB 3310	Viewpoint International, Inc.	VA 1-046-407	Fabric Design
2565	FLORAL SPLENDOR TB 3556	Viewpoint International, Inc.	VA 1-046-410	Fabric Design

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2593	TB2334/T2519 TB3638/T3635 TB1080/T7222 TB999030/T9094	Viewpoint International, Inc.	VA 1-088-885	Fabric design
2596	TB2327/T2489 TB3639/T3642 TB1078/T7223 TB9026 T9101 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-887	Fabric design
2598	TB3636/TB2317, T3659/T2493 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-900	Fabric design
2603	TB2325 T2492 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-929	Fabric design
2607	TB3656 T3687 T3656 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-877	Fabric design
2609	TB3478 T3632 T3680 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-896	Fabric design
2611	TB3626 TB9034 T3651 T9102 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-886	Fabric design
2613	TB3607 T3657 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-899	Fabric design
2615	TB3658 TB3634 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-871	Fabric design
2622	TB3658 T3634 (FALL 2001)	Viewpoint International, Inc.		Fabric design
2624	TB3650 TB9035 T3637 T9106 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-880	Fabric design
2626	TB3610 T3641 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-875	Fabric design
2628	TB3647 T3645 T3686 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-873	Fabric design
2630	TB3625 TB9037 T3621 9108 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-878	Fabric design
2632	TB3648 T3646 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-881	Fabric design
2634	TB3661 T3620 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-876	Fabric design
2636	TB2313 T2507 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-883	Fabric design
2638	TB3546 TB9028 T3660 T9099 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-882	Fabric design
2640	TB3616 T3628 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-925	Fabric design
2642	TB9036/T9107 TB3643 T3625 CARBON FBC SANDWASH (FALL 2001)	Viewpoint International, Inc.	VA 1-088-879	Fabric design
2644	TB2320/T2498 WOODLAND GMTWASH (FALL 2001)	Viewpoint International, Inc.	VA 1-088-893	Fabric design
2646	TB2324 T2494 BLUEFISH GMT WASH (FALL 2001)	Viewpoint International, Inc.	VA 1-088-890	Fabric design
2648	TB3652 T3644 SANDWASH (FALL 2001)	Viewpoint International, Inc.	VA 1-088-884	Fabric design

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2650	TB3617 T3623 CRYSTAL SANDWASH (FALL 2001)	Viewpoint International, Inc.	VA 1-088-897	Fabric design
2652	TB3635 T3648 T3679 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-891	Fabric design
2654	TB2326 TB3620 TB9031 T2491 T3650 T3665 T9097 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-894	Fabric design
2656	TB2312 T2486 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-888	Fabric design
2658	TB3637 T3630 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-870	Fabric design
2660	TB3584 T3639 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-904	Fabric design
2662	TB3576 TB9029 T3622 T9095 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-872	Fabric design
2664	TB3609 T3619 TB9022 T9100 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-902	Fabric design
2666	TB3617 T3623 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-895	Fabric design
2669	TB3625 T3621 TB9037 T9108 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-903	Fabric design
2671	TB3653 T3643 T3678 (FALL 2001)	Viewpoint International, Inc.	VA 1-099-112	Fabric design
2673	TB3630 T3629 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-889	Fabric design
2675	TB3628 T3654 TB1081 T7229 TB9033 T9098 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-901	Fabric design
2677	TB3628 T3654 TB1081 T7229 TB9033 T9098 (FALL 2001)	Viewpoint International, Inc.		Fabric design
2680	TB2324 T2494 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-874	Fabric design
2683	TB2329 T2497 (FALL 2001)	Viewpoint International, Inc.	VA 1-088-892	Fabric design
2690	TROPICAL ODYSSEY TB3621	Viewpoint International, Inc.	VA 1-907-255	Fabric design
2692	BAMBOO LA LA TB 3620/TB 3621	Viewpoint International, Inc.	VA 1-097-253	Fabric design
2694	SOCIAL CLIMBER TB 3613	Viewpoint International, Inc.	VA 1-097-270	Fabric design
2696	LEAF-A-LISCONS TB 3610	Viewpoint International, Inc.	VA 1-097-259	Fabric design
2700	LOST IN PARADISE TB 3607	Viewpoint International, Inc.	VA 1-097-261	Fabric design
2702	ST. LUCIA LACE TB 3612	Viewpoint International, Inc.	VA 1-097-254	Fabric design
2706	ORCHID'S AWAY TB 3609	Viewpoint International, Inc.	VA 1-097-260	Fabric design
2709	KONACOPIA TB 3616	Viewpoint International, Inc.	VA 1-097-263	Fabric design
2713	BLAME IT ON RIO TB 3566	Viewpoint International, Inc.	VA 1-097-268	Fabric design
2715	TOMMY'S ANGELS TB 734	Viewpoint International, Inc.	VA 1-097-258	Fabric design

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2717	SHADOWLAND TB 1074	Viewpoint International, Inc.	VA 1-097-273	Fabric design
2719	BARBADOS BETTY TB 3638	Viewpoint International, Inc.	VA 1-097-274	Fabric design
2721	ETCH-A-SKETCH TB 1076	Viewpoint International, Inc.	VA 1-097-271	Fabric design
2725	SHADOW DANCING TB 2287	Viewpoint International, Inc.	VA 1-097-264	Fabric design
2727	BAHAMIAN BREEZE TB 3615	Viewpoint International, Inc.	VA 1-097-265	Fabric design
2729	ALOHA TB 1075	Viewpoint International, Inc.	VA 1-097-269	Fabric design
2731	BUENA VISTA TB 1082	Viewpoint International, Inc.	VA 1-097-267	Fabric design
2733	TROPI-CAN-Y2 TB 3618	Viewpoint International, Inc.	VA 1-097-256	Fabric design
2735	SO SARI TB 3649	Viewpoint International, Inc.	VA 1-101-043	Fabric design
2737	PRIM-MADONNA TB 3608	Viewpoint International, Inc.	VA 1-097-266	Fabric design
2778	TB3530 T3527	Viewpoint International, Inc.	VA 1-106-382	Fabric design
2799	TB3718 (14) T3739 PLAID ILLUSIONS	Viewpoint International, Inc.	VA 1-111-223	Fabric design
2800	TB9042 (14) T9111 BAHAI BAMBOO VOLLEY	Viewpoint International, Inc.	VA 1-111-224	Fabric design
2801	TOMMY BAHAMA Flower Deck	Viewpoint International, Inc.	VA 1-105-035	Fabric Design
2803	TOMMY BAHAMA Casino Deck	Viewpoint International, Inc.	VA 1-057-294	Fabric Design
2936	TOMMY BAHAMA PURVEYOR OF ISLAND LIFESTYLES SPRING 2002	Viewpoint International, Inc.	TX 5-506-470	Trade catalog (line sheets).
2937	TOMMY BAHAMA FALL 2002	Viewpoint International, Inc.	TX 5-506-472	Trade catalog (line sheets).
2943	TB3632 (21) JURASSIC PALMS CAMP	Viewpoint International, Inc.		Fabric design
2944	TB3922 (21) TIKI TIME CAMP	Viewpoint International, Inc.		Fabric design
2945	TB3758 TB9057 (21) TAKEN BY STORM CAMP	Viewpoint International, Inc.		Fabric design
2946	TB3754 (21) LEAF AND LET LEAF CAMP	Viewpoint International, Inc.		Fabric design
2947	TB3749 (21) NO MONEY, NO HONEY CAMP	Viewpoint International, Inc.		Fabric design
2948	TB3745 (21) A SHORE THING CAMP	Viewpoint International, Inc.		Fabric design
2949	TB3747 TB9051 (21) GARDEN OF HOPE AND COURAGE MEN'S SPRING 02 PALM PUZZLED VOLLEY	Viewpoint International, Inc.		Fabric design

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2950	TB3748 TB9052 (21) BAHAMARAMA	Viewpoint International, Inc.	Fabric design
2951	TB3780 TB9053 (21) SOLSTICE	Viewpoint International, Inc.	Fabric design
2952	TB3798 TB9060 (21) HALO HALO	Viewpoint International, Inc.	Fabric design
2953	TB3781 TB1093 TB9056 (21) LOBSTER LIASON CAMP	Viewpoint International, Inc.	Fabric design
2954	TB3800 TB9047 TB1094 (21) BRUCE'S BALLAD CAMP	Viewpoint International, Inc.	Fabric design
2955	TB3789 (21) PINEAPPLE TWIST CAMP	Viewpoint International, Inc.	Fabric design
2956	TB3773 TB9046 (21) HERMIT THE CRAB CAMP	Viewpoint International, Inc.	Fabric design
2957	TB3737 (21) SINGAPORE SENSATION	Viewpoint International, Inc.	Fabric design
2958	TB3734/TB9045 (21) BONGO CONGO CAMP	Viewpoint International, Inc.	Fabric design
2959	TB3753 (21) PACIFIC RIM PLAID	Viewpoint International, Inc.	Fabric design
2960	TB3756 (21) PLAID TASTIK CAMP	Viewpoint International, Inc.	Fabric design
2961	TB3755 (21) PLAID TO SEE YOU CAMP	Viewpoint International, Inc.	Fabric design
2962	TB3757 (21) PARADISE BOUND CAMP	Viewpoint International, Inc.	Fabric design
2963	TB3750 TB1095 (21) LA NINA COLADA CAMP	Viewpoint International, Inc.	Fabric design
2964	TB3759 (21) HELLUVA HONEYMOON	Viewpoint International, Inc.	Fabric design
2965	TB3917 (21) SUGAR PLAIDY CAMP	Viewpoint International, Inc.	Fabric design
2966	TB3739 (21) SEISMO-PLAID CAMP	Viewpoint International, Inc.	Fabric design
2967	TB3791 (21) EL JARDIN CAMP	Viewpoint International, Inc.	Fabric design
2968	TB3806 (21) SHELL SHOCKED CAMP	Viewpoint International, Inc.	Fabric design
2969	TB3740 (21) BE THERE OR BE SQUARE CAMP	Viewpoint International, Inc.	Fabric design
2970	TB3918 (21) SHADY PALMS CAMP	Viewpoint International, Inc.	Fabric design
2991	TB2396/TB3799 (21) MAKIN' WAVES/BLOW ME AWAY CAMP	Viewpoint International, Inc.	Fabric design
2992	TB3733 (21) PAISLEY PALACE	Viewpoint International, Inc.	Fabric design

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2993	TB3803 (21) VINTAGE VINES	Viewpoint International, Inc.		Fabric design
2994	TB1092 (21) CALYPSO QUEEN	Viewpoint International, Inc.		Fabric design
2995	TB1091 (21) PARADISE PAISLEY	Viewpoint International, Inc.		Fabric design
2996	TB1086 (21) PINA POWER	Viewpoint International, Inc.		Fabric design
2997	TB2370 (21) GARDEN OF EDEN	Viewpoint International, Inc.		Fabric design
2998	TB2371 (21) FLORAL RHAPSODY	Viewpoint International, Inc.		Fabric design
3000	TB3667 (21) FLORAL IMPRESSION (BORDER)	Viewpoint International, Inc.		Fabric design
3001	TB3792 (21) FLORAL IMPRESSION (BACKGRD)	Viewpoint International, Inc.		Fabric design
3002	TB3736 TB9048 (21) ISLAND OF DESIRE	Viewpoint International, Inc.		Fabric design
3003	TB3778 (21) LOVERS LANE	Viewpoint International, Inc.		Fabric design
3004	TB3763 (21) PAISLEY PASSION	Viewpoint International, Inc.		Fabric design
3005	TB3788 (21) FOULARD'S GOLD CAMP	Viewpoint International, Inc.		Fabric design
3006	TB3761 (21) TRYST IN THE MIDST CAMP	Viewpoint International, Inc.		Fabric design
3019	NECKWEAR TOMMY BAHAMA PARADISE SPRING 2002 COLLECTION	Viewpoint International, Inc.	TX 5-506-467	Trade catalog (line sheets).
2893	CALLA FORNIA DREAMING T735 (14) TW983/TW985	Viewpoint International, Inc.	VA 1-118-279	Fabric design
2895	PINEAPPLE ZEN TB3679 (14) T3690	Viewpoint International, Inc.	VA 1-118-257	Fabric design
2899	WHAT TIME IS IT WHEN LIFE IS ONE LONG WEEKEND? TOMMY BAHAMA WATCHES 2002	Viewpoint International, Inc.	TX 5-506-473	Trade catalog (line sheets).
2900	WOMEN'S SCARF COLLECTION SPRING 2002 BY PARADISE NECKWEAR LLC TOMMY BAHAMA	Viewpoint International, Inc.	TX 5-506-469	Trade catalog (line sheets).
2901	WOMEN'S SCARF COLLECTION SPRING 2002 BY PARADISE NECKWEAR LLC TOMMY BAHAMA	Viewpoint International, Inc.		Trade catalog (line sheets).
2902	TOMMY BAHAMA SPRING/SUMMER 2002 THE MEN'S COLLECTION	Viewpoint International, Inc.	TX 5-506-476	Trade catalog (line sheets).

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2903	TOMMY BAHAMA WOMEN'S SPRING/FALL 2002 COLLECTION FOOTWEAR BELTS HOSIERY	Viewpoint International, Inc.	TX 5-506-471	Trade catalog (line sheets).
2904	FALL 2002 TOMMY BAHAMA SHAKEN BUT UNDETTED	Viewpoint International, Inc.	TX 5-506-466	Trade catalog (line sheets).
2905	TOMMY BAHAMA MEN'S SPRING/FALL 2002 COLLECTION FOOTWEAR BELTS HOSIERY	Viewpoint International, Inc.	TX 5-506-468	Trade catalog (line sheets).
2906	TOMMY BAHAMA SUNGLASS COLLECTION 2001-2002	Viewpoint International, Inc.	TX 5-506-475	Trade catalog (line sheets).
2907	TOMMY BAHAMA PARADISE BAG COMPANY SPRING II 2002	Viewpoint International, Inc.	TX 5-506-474	Trade catalog (line sheets).
2914	INDIGO PALMS BY TOMMY BAHAMA SPRING 2002	Viewpoint International, Inc.	TX 5-517-694	Trade catalog (line sheets).
2915	INDIGO PALMS BY TOMMY BAHAMA FALL 2002	Viewpoint International, Inc.	TX 5-517-693	Trade catalog (line sheets).
2939	TB9058 (21) CAJUN ELEPHANT TRUNK	Viewpoint International, Inc.		Fabric design
2940	TB2374 (21) KING OF THE JUNGLE POLO	Viewpoint International, Inc.		Fabric design
2971	TB3735 (21) FAN FLORA CAMP	Viewpoint International, Inc.		Fabric design
2973	TB2404 (21) BANDITO LITO	Viewpoint International, Inc.		Fabric design
2974	TB2398 (21) ST. LUCIO POLO	Viewpoint International, Inc.		Fabric design
2975	TB2372 (21) PINEAPPLE-PICK-ME -UP POLO	Viewpoint International, Inc.		Fabric design
2977	TB2344 (21) PANDA CHOW POLO	Viewpoint International, Inc.		Fabric design
2978	TB2390 (21) OOH LA LEI POLO	Viewpoint International, Inc.		Fabric design
2979	TB2373 (21) SOLSTICE	Viewpoint International, Inc.		Fabric design
2980	TB2384 (21) TWILIGHT WHISPER	Viewpoint International, Inc.		Fabric design
2981	TB3782A/TB9054 (21) BIM-BAM-BOOM	Viewpoint International, Inc.		Fabric design
2982	TB3770 (21) CATALINA CORSAGE	Viewpoint International, Inc.		Fabric design
2983	TB3779 (21) FLORAL SUSPENSE	Viewpoint International, Inc.		Fabric design
2984	TB3777 (21) KIMONO	Viewpoint International, Inc.		Fabric design

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2985	TB3775 (21) GARDEN OF HOPE AND COURAGE WOMEN'S SPRING 02	Viewpoint International, Inc.		Fabric design
2986	TB3910 (21) FERN EUPHORIA	Viewpoint International, Inc.		Fabric design
2987	TB2397 (21) WATER LILY	Viewpoint International, Inc.		Fabric design
2988	TB3772 (21) ATLANTIS DELIGHT	Viewpoint International, Inc.		Fabric design
2989	TB3753 (21) FLORENTINE SHELL	Viewpoint International, Inc.		Fabric design
2990	TB3752 (21) PERSIAN PROMISE	Viewpoint International, Inc.		Fabric design
3031	TB3997 (23) RUM RUNNER STRIPE	Viewpoint International, Inc.		Fabric design
3032	TB3996 (23) MONKEY JUNGLE	Viewpoint International, Inc.		Fabric design
3033	TB3990 (23) BOURBON LEGENDS	Viewpoint International, Inc.		Fabric design
3034	TB3987 (23) PALM CONCERTO #8	Viewpoint International, Inc.		Fabric design
3035	TB3986 (23) PINEAPPLE LANE	Viewpoint International, Inc.		Fabric design
3036	TB3985/TB9075 (23) HANA HEAVEN	Viewpoint International, Inc.		Fabric design
3037	TB3982/TB9072 (23) CAPE CARNIVAL	Viewpoint International, Inc.		Fabric design
3038	TB3977 (23) STRIPE TEASE	Viewpoint International, Inc.		Fabric design
3039	TB3973 (23) PALM IN A BOX	Viewpoint International, Inc.		Fabric design
3040	TB3963 (23) BARBADOS BAY	Viewpoint International, Inc.		Fabric design
3041	TB3957/TB2413/TB1108 (23) HYPNOTIC PALMS	Viewpoint International, Inc.		Fabric design
3042	TB3956 (23) LOBSTER LINE DANCE	Viewpoint International, Inc.		Fabric design
3043	TB3955 (23) BIG AND BEAUTIFUL	Viewpoint International, Inc.		Fabric design
3044	TB3953 (23) BAMBOO SUNRISE	Viewpoint International, Inc.		Fabric design
3045	TB3950/TB9064 (23) FLASHBACK FLORAL	Viewpoint International, Inc.		Fabric design
3046	TB3949 (23) TWIN FALLS	Viewpoint International, Inc.		Fabric design
3047	TB3945 (23) GARDEN OF HOPE AND COURAGE MEN'S SPRING 2002/RAINFOREST	Viewpoint International, Inc.		Fabric design
3048	TB3941 (23) TROPICAL SEA GLASS	Viewpoint International, Inc.		Fabric design
3049	TB3936 (23) FLORAL PARADISE	Viewpoint International, Inc.	VA 1-161-330	Fabric design
3050	TB3935 (23) EASY CHECK	Viewpoint International, Inc.		Fabric design

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Viewpoint International, Inc. Top High Portfolio

3051	TB3932 (23) TIKI CORSAGE	Viewpoint International, Inc.	Fabric design
3052	TB3926 (23) TROPICAL VINEYARD	Viewpoint International, Inc.	Fabric design
3053	TB3925 (23) BAMBOO BLIND	Viewpoint International, Inc.	Fabric design
3054	TB3924/TB9066 (23) LEAF OF LUXURY	Viewpoint International, Inc.	Fabric design
3055	TB3920 (23) TAHITIAN TANGO	Viewpoint International, Inc.	Fabric design
3056	TB30088 (23) DANCING FLOWERS	Viewpoint International, Inc.	Fabric design
3057	TB30036 (23) PALM SOLO	Viewpoint International, Inc.	Fabric design
3058	TB30035 MINTICELLO MIST	Viewpoint International, Inc.	Fabric design
3059	TB30034 (23) PALMOA PALMS	Viewpoint International, Inc.	Fabric design
3060	TB30029 (23) SANDPIPER PLAID	Viewpoint International, Inc.	Fabric design
3061	TB30027 (23) STARLIGHT PLAID	Viewpoint International, Inc.	Fabric design
3062	TB30026 (23) BEACH WALK	Viewpoint International, Inc.	Fabric design
3063	TB30024 (23) MOSAIC PALMS	Viewpoint International, Inc.	Fabric design
3064	TB30023/TB1107 (23) PALM DUNE	Viewpoint International, Inc.	Fabric design
3065	TB30022 (23) FERN BABY FERN	Viewpoint International, Inc.	Fabric design
3066	TB30013 (23) LATIN LEAF	Viewpoint International, Inc.	Fabric design
3067	TB30012 (23) BIG KAHUNA POND	Viewpoint International, Inc.	Fabric design
3068	TB30011/TB9062 (23) FLORAL ANTIQUITY/GARDEN OF HOPE AND COURAGE	Viewpoint International, Inc.	Fabric design
3069	TB30010 (23) SABA DEDUCTION STRIPE	Viewpoint International, Inc.	Fabric design
3070	TB30006 (23) PLAID ABOUT PAISLEY	Viewpoint International, Inc.	Fabric design
3071	TB30004 (23) TALLY ME BANANAS	Viewpoint International, Inc.	Fabric design
3072	TB2433 (23) TAHITIAN TANGO	Viewpoint International, Inc.	Fabric design
3073	TB2423 (23) TWIN FALLS	Viewpoint International, Inc.	Fabric design
3074	TB2418 (23) POCONO PINEAPPLE	Viewpoint International, Inc.	Fabric design
3075	TB2417 (23) FLORAL VIBRATIONS	Viewpoint International, Inc.	Fabric design
3076	TB2416 (23) PINA COLADA	Viewpoint International, Inc.	Fabric design
3078	TB2414 (23) WONDER WOODS	Viewpoint International, Inc.	Fabric design

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3079	TB2412 (23) POPPY FIELDS	Viewpoint International, Inc.		Fabric design
3080	TB2410 (23) FERNTASIA	Viewpoint International, Inc.		Fabric design
3081	TB1105 (23) PLANT PAGEANT	Viewpoint International, Inc.		Fabric design
3082	TB1104 (23) LOTSA PINEAPPLE	Viewpoint International, Inc.		Fabric design
3124	SUNSET COCKTAILS	Viewpoint International, Inc.		Music CD.
3093	MONACO PALMS	Viewpoint International, Inc.	VA 1-161-527	Fabric design
3105	MONACO PINEAPPLE	Viewpoint International, Inc.	VA 1-162-908	Design woven into fabric
3108	TOMMY BAHAMA MAP	Viewpoint International, Inc.	VA 1-164-771	Copyright registration - map
3139	TB3981/TB9104 (31) HECTOR'S ISLAND	Viewpoint International, Inc.		Fabric design
3156	TB30154 (31) GARDEN OF HOPE AND COURAGE - MEN'S SPRING O3/HIBISCUS HERITAGE - WOMEN'S	Viewpoint International, Inc.		Fabric design
3157	TB30153 (31) SHEER ILLUSION	Viewpoint International, Inc.		Fabric design
3158	TB30152 (31) PAINTED PARADISE	Viewpoint International, Inc.		Fabric design
3159	TB30150 (31) FULL BLOOM FLORAL	Viewpoint International, Inc.		Fabric design
3160	TB30142 (31) MARRAKESH	Viewpoint International, Inc.	VA 1-161-343	Fabric design
3161	TB30141 (31) SAND DUNE SERENADE	Viewpoint International, Inc.		Fabric design
3162	TB30140 (31) MOJAVE MIX	Viewpoint International, Inc.		Fabric design
3163	TB30139 (31) HEIRLOOM GARDEN	Viewpoint International, Inc.		Fabric design
3164	TB30138 (31) NAVAJO NIGHTS	Viewpoint International, Inc.		Fabric design
3165	TB30137 (31) GARDEN OF HOPE AND COURAGE - WOMEN'S SP03	Viewpoint International, Inc.		Fabric design
3166	TB30136 (31) DESERT OASIS TANK	Viewpoint International, Inc.		Fabric design
3167	TB30131 (31) VINE TASTING	Viewpoint International, Inc.		Fabric design
3168	TB30128/TB9107 (31) HIBISCUS HALLUCINATION - MEN'S/SUNSET ISLE - WOMEN'S	Viewpoint International, Inc.		Fabric design
3169	TB30126 (31) POOLSIDE PARADISE	Viewpoint International, Inc.		Fabric design
3170	TB30125 (31) HIBISCUS HAMMOCK	Viewpoint International, Inc.		Fabric design

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3171	TB30124 (31) HIBISCUS HIDEAWAY	Viewpoint International, Inc.		Fabric design
3172	TB30123 (31) TROPICAL IMPRINT	Viewpoint International, Inc.		Fabric design
3173	TB30119/TB9113 (31) 3 STALKS TO THE WIND CAMP	Viewpoint International, Inc.		Fabric design
3174	TB30116/TB9100 (31) VINTAGE VIVIA - MENS TROPICAL TOURISTS - WOMENS	Viewpoint International, Inc.		Fabric design
3175	TB30114 (31) FLORAL RETREAT	Viewpoint International, Inc.		Fabric design
3176	TB30053 (31) WALK IN THE PARK	Viewpoint International, Inc.		Fabric design
3177	TB30049 (24) PALATIAL PALMS	Viewpoint International, Inc.	VA 1-161-348	Fabric design
3178	TB30039 (31) PINEAPPLE PIZZAZZ	Viewpoint International, Inc.		Fabric design
3179	TB2472 (31) TROPICAL TILES	Viewpoint International, Inc.		Fabric design
3140	TB30195 (31) JUNGLE JAM	Viewpoint International, Inc.		Fabric design
3141	TB30194 (31) CARIBBEAN CURRENT	Viewpoint International, Inc.		Fabric design
3142	TB30186/TB9108 (31) PINEAPPLE PIN-UPS	Viewpoint International, Inc.		Fabric design
3143	TB30188/TB9109 (31) LIQUID OASIS	Viewpoint International, Inc.		Fabric design
3144	TB30192/TB9111 (31) PARADISE DEFINED	Viewpoint International, Inc.		Fabric design
3145	TB30180 (31) OCEAN BLOSSOM - WOMEN'S/ALOE - HA- MEN'S	Viewpoint International, Inc.		Fabric design
3146	TB30179/TB9115 (31) SPRING TRAINING	Viewpoint International, Inc.		Fabric design
3147	TB30178/TB9112 (31) BALANCING ACT	Viewpoint International, Inc.		Fabric design
3148	TB30177/TB9102 (31) MAKENA COAST	Viewpoint International, Inc.		Fabric design
3149	TB30174/T9173 (31) CANOPY	Viewpoint International, Inc.		Fabric design
3150	TB30165/TB9110 (31) BORNEO ISLAND	Viewpoint International, Inc.		Fabric design
3151	TB30163 (31) PALMINOS	Viewpoint International, Inc.		Fabric design
3180	TB2470 (31) UKULELE LEI	Viewpoint International, Inc.		Fabric design
3181	TB2469 (31) WAILUA BAY	Viewpoint International, Inc.		Fabric design
3182	TB2464 (31) ONE WAY TICKET	Viewpoint International, Inc.		Fabric design
3183	TB2458 (31) PALM LINGO	Viewpoint International, Inc.		Fabric design

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3184	TB2457 (31) RENDEZVOUS	Viewpoint International, Inc.		Fabric design
3185	TB2455 (31) PALAPA PALMS	Viewpoint International, Inc.		Fabric design
3186	TB2453 (31)/TB2471 PURE PARADISE	Viewpoint International, Inc.		Fabric design
3187	TB2451 (31) SUMMER HAZE	Viewpoint International, Inc.		Fabric design
3188	TB2450 (31) SANGRIA SWEETIE	Viewpoint International, Inc.		Fabric design
3189	TB1124 (31) PINEAPPLE PUNCH	Viewpoint International, Inc.		Fabric design
3190	TB1122 (31) COCKTAIL TOURIST	Viewpoint International, Inc.		Fabric design
3191	TB1121 (31) POOLSIDE LOUNGE	Viewpoint International, Inc.		Fabric design
3192	TB1120 (31) ISLAND HOPPER	Viewpoint International, Inc.		Fabric design
3194	TB3928/TB9061 (23)	Viewpoint International, Inc.		Fabric design
3195	TB30159/TB9098 (31) MOONLIGHT REEF-WOMEN'S/RUN AWAY FLORALS - MEN'S	Viewpoint International, Inc.		Fabric design
3198	ONE NATION UNDER THE SUN	Viewpoint International, Inc.		Painting
3199	PARADISE ISLE	Viewpoint International, Inc.		Painting
3152	TB30161 (31) FLORA DEL SOL	Viewpoint International, Inc.		Fabric design
3153	TB30158 (31) PALMA FRESCA	Viewpoint International, Inc.		Fabric design
3154	TB30156/TB9099 (31) FLORAL REEF	Viewpoint International, Inc.		Fabric design
3155	TB30155 (31) PALMY WEATHER	Viewpoint International, Inc.		Fabric design
3200	PARADISE LODGE	Viewpoint International, Inc.		Painting
3201	KING PUTT	Viewpoint International, Inc.		Painting
3203	UNITED IN THE SAND	Viewpoint International, Inc.		Painting
3205	TB9081 (24) COSTA COASTER	Viewpoint International, Inc.	VA 1-161-339	Fabric design
3206	TB30075/TB9088 (24) WITH A FROND LIKE YOU	Viewpoint International, Inc.	VA 1-161-350	Fabric design
3207	TB30099/TB9087 (24) WHERE'S THE BOAT	Viewpoint International, Inc.	VA 1-161-338	Fabric design
3208	TB30072/TB9078 (24) PARADISE ISLAND/JUNGLE	Viewpoint International, Inc.	VA 1-161-332	Fabric design
3209	TB30083/TB9085/TB11 15 (24) HI-BASKETS	Viewpoint International, Inc.	VA 1-161-319	Fabric design
3210	TB30041/TB9082 (24) TRAPPED IN PARADISE	Viewpoint International, Inc.	VA 1-161-315	Fabric design

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3211	TB2442 (24) SHOOTING PALMS	Viewpoint International, Inc.	VA 1-161-328	Fabric design
3212	TB2438 (24) FLORIST GREENS	Viewpoint International, Inc.	VA 1-161-320	Fabric design
3214	TB30044 (24) COME OUT OF YOUR SHELL	Viewpoint International, Inc.	VA 1-161-331	Fabric design
3215	TB30111 (24) VINTAGE HIBISCUS	Viewpoint International, Inc.	VA 1-161-345	Fabric design
3216	TB30090/TB9079 (24) LEAVES A FLOAT	Viewpoint International, Inc.	VA 1-161-340	Fabric design
3217	TB30067 (24) MOONLIGHT ISLAND	Viewpoint International, Inc.	VA 1-161-317	Fabric design
3218	TB30062/TB1116 (24) WISH YOU WERE HERE	Viewpoint International, Inc.	VA 1-161-325	Fabric design
3219	TB30071 (24) PIZZA PLAID	Viewpoint International, Inc.	VA 1-161-321	Fabric design
3220	TB30094 (24) PINA COLLISION	Viewpoint International, Inc.	VA 1-161-334	Fabric design
3221	TB30086 (24) LA PALMA LOMA	Viewpoint International, Inc.	VA 1-161-324	Fabric design
3222	TB2426 (24) AWESOME BLOSSOM	Viewpoint International, Inc.	VA 1-161-313	Fabric design
3223	TB1113 (24) LUCKY LUAU	Viewpoint International, Inc.	VA 1-161-346	Fabric design
3224	TB30038 (24) FUN FOR THE BORDER	Viewpoint International, Inc.	VA 1-161-347	Fabric design
3225	TB30065/TB9084 (24) FERNING YOUR STRIPES	Viewpoint International, Inc.	VA 1-161-326	Fabric design
3226	TB30078 (24) FLORAL MOSAIC	Viewpoint International, Inc.	VA 1-161-318	Fabric design
3227	TB30068/TB9076 (24) PINEAPPLE PARTY	Viewpoint International, Inc.	VA 1-161-352	Fabric design
3228	TB30095 (24) BAMBOO DAYDREAM	Viewpoint International, Inc.	VA 1-161-349	Fabric design
3229	TB1109 (24) HAPPY HIBISCUS	Viewpoint International, Inc.	VA 1-161-337	Fabric design
3230	TB30098 (24) TABOO BAMBOO	Viewpoint International, Inc.	VA 1-161-335	Fabric design
3231	TB30107 (24) HAPPY HOLIDAYS	Viewpoint International, Inc.	VA 1-161-322	Fabric design
3232	TB30079 (24) HIBISCUS HOW ARE YOU?	Viewpoint International, Inc.	VA 1-161-336	Fabric design
3233	TB30102 (24) DOLE MATE	Viewpoint International, Inc.	VA 1-161-351	Fabric design
3259	SUNNY LOBSTERS	Viewpoint International, Inc.	VA 1-166-111	Fabric design
3264	PARADISE ISLE II	Viewpoint International, Inc.		Painting
3265	PARADISE LODGE II	Viewpoint International, Inc.		Painting
3234	TB30040 (24) BANANA BOUQUET	Viewpoint International, Inc.	VA 1-161-327	Fabric design
3235	TB2440 (24) HURRICANE HOLIDAY	Viewpoint International, Inc.	VA 1-161-333	Fabric design

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3236	TB30101/TB9090 (24) JUNGLE TUMBLE	Viewpoint International, Inc.	VA 1-161-323	Fabric design
3237	TB30064 (24) PRIMAL DREAM	Viewpoint International, Inc.	VA 1-161-344	Fabric design
3238	TB30048 (24) FUZZY RECOLLECTION	Viewpoint International, Inc.	VA 1-161-342	Fabric design
3239	TB30052/TB2474 (24) SHADOW TROPICS	Viewpoint International, Inc.	VA 1-161-314	Fabric design
3240	TB2386/TB9086 (24) LOST IN THE JUNGLE	Viewpoint International, Inc.	VA 1-161-341	Fabric design
3241	TB3936 (24) GARDEN OF HOPE AND COURAGE	Viewpoint International, Inc.		Fabric design
3243	TB2439 (24) LEAF BLOWER	Viewpoint International, Inc.	VA 1-161-329	Fabric design
3246	TB30130 (24) TREASURE CHEST	Viewpoint International, Inc.	VA 1-161-316	Fabric design

Schedule 4

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.
15. License Agreement between Viewpoint International, Inc. and The Paradise Shoe Company, LLC dated August 15, 2002.
16. License Agreement between Viewpoint International, Inc. and Jaytex Group, dated April 1, 2003.

17. Trademark License Agreement between Viewpoint International, Inc. and Accessory Design Holding Inc. dated July 2, 2004.
18. License Agreement between Viewpoint International, Inc. and The Paradise Neckwear Company, LLC dated January 1, 2003
19. License Agreement between Viewpoint International, Inc. and Lexington Furniture Industries, Inc. dated January 3, 2000 (as modified by letter dated July 2004).
20. License Agreement between Viewpoint International, Inc. and Altair Eyewear dated February 2, 2004.
21. License Agreement between Viewpoint International, Inc. and Advance Watch Company, Ltd. dated June 20, 2001.
22. License Agreement between Viewpoint International, Inc. and Apparel Ventures, Inc. dated August 1, 2001 and amendment dated November 1, 2001.
23. License Agreement between Viewpoint International, Inc. and Sferra Bros. Ltd. dated January 30, 2002.
24. License Agreement between Viewpoint International, Inc. and Shaw Industries, Inc. dated April 20, 2001.
25. Agreement between Viewpoint International, Inc. and Rock River Communications, Inc. dated March 4, 2002.
26. License Agreement dated as of December 19, 2002 between Viewpoint International, Inc. and Rock River Communications, Inc.
27. License Agreement between Viewpoint International, Inc. and Brown Jordan International, Inc. dated as of February 27, 2003.
28. License Agreement between Viewpoint International, Inc. and Al Boom Marine (pending.)
29. License Agreement between Viewpoint International, Inc. and Beneteau, USA dated March 25, 2004.
30. License Agreement between Viewpoint International, Inc. and Emerson Air Comfort dated March 2, 2004.
31. License Agreement between Viewpoint International, Inc. and Gemini Cosmetics, Inc. dated June 22, 2004.
32. Wholesale License Agreement between Viewpoint International, Inc. and Jaytex Group dated January 1, 2004.
33. License Agreement between Viewpoint International, Inc. and Tommy Bahama Cafe Emporium, LLC dated October 12, 1995.
34. License Agreement between Tommy Bahamas Las Olas LLC and Viewpoint International, Inc. dated October 1, 1999.
35. Sublicense Agreement between Tommy Bahama Cafe Emporium, LLC and Tommy Bahama Sarasota, LLC dated December 9, 1996.
36. Sublicense Agreement between Tommy Bahama Cafe Emporium, LLC and Tommy Bahama Kansas City, LLC dated June 2, 2000.
37. Sublicense Agreement between Tommy Bahama Cafe Emporium, LLC and Tommy Bahama Tampa, LLC dated June 2, 2000.
38. Sublicense Agreement between Tommy Bahama La Jolla, LLC and Tommy Bahama Café Emporium dated September 29, 1999.
39. Sublicense Agreement between Tommy Bahama Las Olas LLC and Tommy Bahama Café Emporium, LLC dated December 11, 1998.

40. Sublicense Agreement between Tommy Bahama Newport Beach LLC and Tommy Bahama Café Emporium, LLC dated November 23, 1998.
41. License Agreement between Tommy Bahama Newport Beach LLC and Viewpoint International, Inc. dated October 1, 1999.
42. Sublicense Agreement between Tommy Bahama Palm Desert, LLC and Tommy Bahama Cafe Emporium, LLC dated October 21, 1998.
43. License Agreement between Tommy Bahama Palm Desert, LLC and Viewpoint International, Inc. dated October 1, 1999.

Other Licenses and Certifications

1. Viewpoint International, Inc. holds a business franchise license from the state of Washington, which is renewed annually.
2. Viewpoint International, Inc. has been granted liquor licenses for operating entities at the following locations:
 - a. Naples, Florida
 - b. Sarasota, Florida
 - c. Palm Desert, California
 - d. Newport Beach, California
 - e. Maui, Hawaii
 - f. West Palm Beach, Florida
 - g. Scottsdale, Arizona

Annex 1 to
Intellectual Property Security Agreement - Form of
Supplement

Supplement No. __ (this "Supplement") dated as of _____ to the Amended and Restated Intellectual Property Security Agreement dated as of July 28, 2004 (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 (as defined in the Credit Agreement described below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, Oxford Industries, Inc., a Georgia corporation, Oxford of South Carolina, Inc., a South Carolina corporation, and Viewpoint International, Inc., a Delaware corporation as borrowers (the "Borrowers"), the Domestic 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, and the Administrative Agent are parties to that certain Amended and Restated Credit Agreement dated as of July 28, 2004 (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 provisions of Section 6.21 of the Credit Agreement, new Domestic Subsidiaries of the Borrower Parties (whether by acquisition, creation, or designation) must execute and deliver to the Administrative Agent certain Loan Documents and Security Documents, including, without limitation, the IP Security Agreement, and the execution of 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, the 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, the 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 the 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 the New Pledgor. The IP Security Agreement is incorporated herein by reference.

SECTION 2. The 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 the 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 Code that 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.

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

NEW PLEDGOR:

[Name of New Pledgor]

By: _____

Name: _____

Title: _____

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

Sworn to and subscribed
before me this ____ day
of _____, 200_

By: _____

Name: _____

Title: _____

NOTARY PUBLIC