

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Lionshead Clothing Company		02/08/2006	CORPORATION: DELAWARE
Merona Industries, Inc.		02/08/2006	CORPORATION: DELAWARE
Oxford Carribbean, Inc.		02/08/2006	CORPORATION: DELAWARE
Ben Sherman Clothing, Inc.		02/08/2006	CORPORATION: GEORGIA
Oxford Garment, Inc.		02/08/2006	CORPORATION: DELAWARE
Oxford Industries, Inc.		02/08/2006	CORPORATION: GEORGIA
Oxford International, Inc.		02/08/2006	CORPORATION: GEORGIA
Oxford of South Carolina, Inc.		02/08/2006	CORPORATION: SOUTH CAROLINA
Piedmont Apparel Corporation		02/08/2006	CORPORATION: DELAWARE
Tommy Bahama R&R Holdings, Inc.		02/08/2006	CORPORATION: DELAWARE
SFI of Oxford Acquisition Corporation		02/08/2006	CORPORATION: DELAWARE
Tommy Bahama Texas Beverages, LLC		02/08/2006	LIMITED LIABILITY COMPANY: DELAWARE
Tommy Bahama Beverages, LLC		02/08/2006	LIMITED LIABILITY COMPANY: DELAWARE
Tommy Bahama Group, Inc.	FORMERLY Viewpoint International, Inc.	02/08/2006	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SunTrust Bank
Street Address:	303 Peachtree Street
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	Bank: GEORGIA

PROPERTY NUMBERS Total: 51

CH \$1290.00 78601681

Property Type	Number	Word Mark
Serial Number:	78601681	BEN SHERMAN
Serial Number:	75129228	BEN SHERMAN
Serial Number:	78089202	BEN SHERMAN
Serial Number:	76391155	BEN SHERMAN JEANSWEAR
Serial Number:	78517495	BILLY LONDON
Serial Number:	78079586	BS
Serial Number:	78633101	BUILT TO PERFORM
Serial Number:	78794941	BUZY BEE
Serial Number:	78794926	BUSY BEE
Serial Number:	78482456	CAMPOLO
Serial Number:	78571943	CARIBBEAN COTTON
Serial Number:	78794558	COLLEGIATE FIT
Serial Number:	78688231	COOL LUX
Serial Number:	78640109	FOR THE GAME OF LIFE
Serial Number:	78653976	FORE GOLF FOR LIFE
Serial Number:	78444539	GOLDILOCKS
Serial Number:	78470543	HIBISCUS
Serial Number:	78718945	INDIGO PALMS
Serial Number:	78663894	J-BAY
Serial Number:	78663994	J-BAY
Serial Number:	78652078	JIVY IVY
Serial Number:	78735326	KASHMINA
Serial Number:	78695361	KONA WIND
Serial Number:	78601760	OCEANAIRE
Serial Number:	78766553	OXFORD GOLF COLLECTION
Serial Number:	78476488	PERFECT PRESS
Serial Number:	78355031	RELAX
Serial Number:	78723934	RING FREE
Serial Number:	78618901	SILKQUESENCE
Serial Number:	73635124	STOCK OPTIONS
Serial Number:	78640124	TECHNO DRY
Serial Number:	78623179	TOMMY BAHAMA
Serial Number:	78725865	TOMMY BAHAMA
Serial Number:	78785539	TOMMY BAHAMA

Serial Number:	78592103	TOMMY BAHAMA
Serial Number:	78685933	TOMMY BAHAMA RELAX
Serial Number:	78535380	ULTIMATE DRESS SHIRT
Serial Number:	78535285	VERI-COOL BE ACTIVE. STAY COOL
Serial Number:	78617064	X-PARTS
Serial Number:	78385288	ARNOLD BRANT
Serial Number:	74577159	ARNOLD BRANT
Serial Number:	78721972	MARANZONE
Serial Number:	78721978	MARANZONE UOMO
Serial Number:	75177722	SFI
Serial Number:	78664070	INSPIRATION
Serial Number:	78716057	LIVE YOUR LIFE
Serial Number:	75790621	SOLITUDE
Serial Number:	75496966	SOLITUDE
Serial Number:	78743726	SOLITUDE S
Serial Number:	78664064	TRANQUILITY
Serial Number:	78737999	TRANQUILITY

CORRESPONDENCE DATA

Fax Number: (404)685-5301
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2301
Email: Stephaniebaird@paulhastings.com
Correspondent Name: Stephanie Baird
Address Line 1: 600 Peachtree Street N.E.
Address Line 2: Suite 2400
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Stephanie Baird
Signature:	/Stephanie Baird/
Date:	05/25/2006

Total Attachments: 13
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Supplement No. 2 to Intellectual Property Security Agreement

Supplement No. 2 (this "Supplement") dated as of February 9, 2006 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 Tommy Bahama Group, Inc. (formerly known as 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;

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

SECTION 1. Each Pledgor, by its signature below, hereby represents and warrants that the representations and warranties made by it as "Pledgor" under the IP Security Agreement are true and correct on and as of the date hereof. In furtherance of the foregoing, each Pledgor, as security for the complete and timely payment and performance and satisfaction of all the Secured Obligations, does hereby grant and pledge to the Administrative Agent, for the benefit of the Lender Group, a security interest in and lien on all of the Trademarks, Patents, Copyrights and Licenses of such Pledgor acquired since the execution of the IP Security Agreement, 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, of the IP Security Agreement and shall be deemed a part thereof for all purposes of the IP Security Agreement. The IP Security Agreement is incorporated herein by reference.

SECTION 2. Each Pledgor represents and warrants to the Administrative Agent and the other members of the Lender Group that this Supplement has been duly executed and delivered by such 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 or by e-mail 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, each Pledgor has duly executed this Supplement to the IP Security Agreement as of the day and year first above written.

PLEDGORS:

Sworn to and subscribed
before me this 8th day
of February, 2006

LIONSHEAD CLOTHING COMPANY,
a Delaware corporation, as a Pledgor

By: T-Chubb
Name: Tom Chubb
Title: VP

Sandra Bilbert
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES
MAY 19, 2006

Sworn to and subscribed
before me this 8th day
of February, 2006

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

By: T-Chubb
Name: Tom Chubb
Title: VP

Sandra Bilbert
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES
MAY 19, 2006

Sworn to and subscribed
before me this 8th day
of February, 2006

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

By: T-Chubb
Name: Tom Chubb
Title: VP

Sandra Bilbert
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES
MAY 19, 2006

Sworn to and subscribed
before me this 8th day
of February, 2006

BEN SHERMAN CLOTHING, INC., a Georgia
corporation, as a Pledgor

By: T-Chubb
Name: Tom Chubb
Title: VP

Sandra Bilbert
NOTARY PUBLIC

My Commission Expires: MY COMMISSION EXPIRES
MAY 19, 2006

Sworn to and subscribed
before me this 8th day
of February, 2006

Sandra Gilbert

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
MAY 19, 2008

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

By: T-Chubb
Name: Tom Chubb
Title: VP

Sworn to and subscribed
before me this 8th day
of February, 2006

Sandra Gilbert

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
MAY 18, 2008

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

By: T-Chubb
Name: Tom Chubb
Title: Exe. VP

Sworn to and subscribed
before me this 8th day
of February, 2006

Sandra Gilbert

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
MAY 19, 2008

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

By: T-Chubb
Name: Tom Chubb
Title: VP

Sworn to and subscribed
before me this 8th day
of February, 2006

Sandra Gilbert

NOTARY PUBLIC

My Commission Expires:

MY COMMISSION EXPIRES
MAY 19, 2008

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

By: T-Chubb
Name: Tom Chubb
Title: VP

Sworn to and subscribed
before me this 8th day
of February, 2006

PIEDMONT APPAREL CORPORATION,
a Delaware corporation, as a Pledgor

By: T-Chubb
Name: Tom Chubb
Title: VP

Sandra Gilbert
NOTARY PUBLIC

My Commission Expires: ~~MY COMMISSION EXPIRES~~
MAY 19, 2008

Sworn to and subscribed
before me this 8th day
of February, 2006

TOMMY BAHAMA GROUP, INC. (formerly
known as VIEWPOINT INTERNATIONAL,
INC.), a Delaware corporation, as Pledgor

By: T-Chubb
Name: Tom Chubb
Title: VP

Sandra Gilbert
NOTARY PUBLIC

My Commission Expires: ~~MY COMMISSION EXPIRES~~
MAY 19, 2008

Sworn to and subscribed
before me this 8th day
of February, 2006

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

By: T-Chubb
Name: Tom Chubb
Title: VP

Sandra Gilbert
NOTARY PUBLIC

My Commission Expires: ~~MY COMMISSION EXPIRES~~
MAY 19, 2008

Sworn to and subscribed
before me this 8th day
of February, 2006

**TOMMY BAHAMA TEXAS BEVERAGES,
LLC,** a Delaware limited liability company, as a
Pledgor

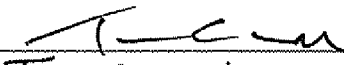
By: T-Chubb
Name: Tom Chubb
Title: VP

Sandra Gilbert
NOTARY PUBLIC

My Commission Expires: ~~MY COMMISSION EXPIRES~~
MAY 19, 2008

Sworn to and subscribed
before me this 8th day
of February, 2006

TOMMY BAHAMA BEVERAGES, LLC, a
Delaware limited liability company, as a Pledgor


By: 
Name: Tom Chubb
Title: VP


NOTARY PUBLIC

My Commission Expires: ~~MY COMMISSION EXPIRES~~
MAY 10, 2006

Sworn to and subscribed
before me this 8th day
of February, 2006

**SFI OF OXFORD ACQUISITION
CORPORATION**, a Delaware corporation, as a
Pledgor

By: 
Name: Tom Chubb
Title: VP


NOTARY PUBLIC

My Commission Expires: ~~MY COMMISSION EXPIRES~~
MAY 10, 2006

ADMINISTRATIVE AGENT:

Sworn to and subscribed
before me this ___ day
of _____, 2006

SUNTRUST BANK, as Administrative Agent

By: _____
Name: _____
Title: _____

NOTARY PUBLIC
My Commission Expires:

Sworn to and subscribed
before me this ___ day
of _____, 2006

TOMMY BAHAMA BEVERAGES, LLC, a
Delaware limited liability company, as a Pledgor

By: _____
Name: _____
Title: _____

NOTARY PUBLIC
My Commission Expires:

Sworn to and subscribed
before me this ___ day
of _____, 2006

**SFI OF OXFORD ACQUISITION
CORPORATION**, a Delaware corporation, as a
Pledgor


By: _____
Name: _____
Title: _____

NOTARY PUBLIC
My Commission Expires:

ADMINISTRATIVE AGENT:

Sworn to and subscribed
before me this 28th day
of February, 2006

SUNTRUST BANK, as Administrative Agent

By: 
Name: E. DONALD BESCH, JR.
Title: MANAGING DIRECTOR

NOTARY PUBLIC
My Commission Expires: March 3, 2008

LISA A. HOWARD
Notary Public, Douglas County, Georgia
My Commission Expires March 3, 2008

Trademarks - Oxford Industries, Inc. and Tommy Bahama Group, Inc.

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
BEN SHERMAN	78601681	Apr-5-2005			9	United States of America	Ben Sherman Group Limited
BEN SHERMAN	75129228	Jul-2-1996	2104981	Oct-14-1997	25	United States of America	Ben Sherman Group Limited
BEN SHERMAN	78089202	Oct-19-2001			14,16,18	United States of America	Ben Sherman Group Limited
BEN SHERMAN JEANSWEAR	76391155	Apr-3-2002	2919380	Jan-18-2005	25	United States of America	Ben Sherman Group Limited
BILLY LONDON	78517495	Nov-16-2004			25	United States of America	Oxford Industries, Inc.
BS (STYLIZED)	78079586	Aug-16-2001	2975566	Jul-26-2005	3,9,14,16,18,24,25	United States of America	Ben Sherman Group Limited
BUILT TO PERFORM	78633101	May-19-2005			25	United States of America	Oxford Industries, Inc.
BUSY BEE	78794941	Jan-19-2006			25	United States of America	Oxford Industries, Inc.
BUSY BEE	78794926	Jan-19-2006			25	United States of America	Oxford Industries, Inc.
CAMPOLO	78482456	Sep-13-2004			25	United States of America	Tommy Bahama Group, Inc.
Caribbean Cotton	78571943	Feb-22-2005			25	United States of America	Oxford Industries, Inc.
COLLEGIATE FIT	78794558	Jan-19-2006			25	United States of America	Oxford Industries, Inc.

COOL LUX	78688231	Aug-9-2005			25	United States of America	Oxford Industries, Inc.
FOR THE GAME OF LIFE	78640109	May-31-2005			25	United States of America	Oxford Industries, Inc.
FORE GOLF FOR LIFE	78653976	Jun-20-2005			25	United States of America	Oxford Industries, Inc.
GOLDBLOCKS	78-444539	Jul-1-2004			25	United States of America	Oxford Industries, Inc.
HIBISCUS	78470543	Aug-19-2004			25	United States of America	Tommy Bahama Group, Inc.
INDIGO PALMS	78718945	Sep-22-2005			25	United States of America	Tommy Bahama Group, Inc.
J-BAY	78663894	Jul-5-2005			25	United States of America	Oxford Industries, Inc.
J-BAY	78663994	Jul-5-2005			18,25,28	United States of America	Oxford Industries, Inc.
JIVY IVY	78652078	Jun-16-2005			25	United States of America	Oxford Industries, Inc.
KASHMINA	78735326	Oct-18-2005			25	United States of America	Oxford Industries, Inc.
KONA WIND	78695361	Aug-18-2005			25	United States of America	Oxford Industries, Inc.
OCEANAIRE	78601760	Apr-5-2005			25	United States of America	Tommy Bahama Group, Inc.
Oxford Golf Collection	78766553	Dec-5-2005			25	United States of America	Oxford Industries, Inc.
PERFECT PRESS	78476488	Aug-31-2004	3047065	Jan-17-2006	25	United States of America	Oxford Industries, Inc.
RELAX (& Design)	78355031	Jan-21-2004			25	United States of America	Tommy Bahama Group, Inc.

RING FREE	78723934	Sep-30-2005			25	United States of America	Oxford Industries, Inc.
SILKQUESEN CE	78618901	Apr-28-2005			25	United States of America	Oxford Industries, Inc.
STOCK OPTIONS	73635124	Dec-12-1986	1453295	Aug-18-1987	25	United States of America	Oxford Industries, Inc.
TECHNO DRY	78-640124	May-31-2005			25	United States of America	Oxford Industries, Inc.
TOMMY BAHAMA	78623179	May-4-2005			33	United States of America	Tommy Bahama Group, Inc.
TOMMY BAHAMA	78725865	Oct-4-2005			11	United States of America	Tommy Bahama Group, Inc.
TOMMY BAHAMA	78785539	Jan-5-2006			34	United States of America	Tommy Bahama Group, Inc.
Tommy Bahama (Hibiscus Design)	78592103	Mar-22-2005			25	United States of America	Tommy Bahama Group, Inc.
TOMMY BAHAMA RELAX	78685933	Aug-4-2005			25	United States of America	Tommy Bahama Group, Inc.
ULTIMATE DRESS SHIRT	78535380	Dec-20-2004			25	United States of America	Oxford Industries, Inc.
VERI COOL BE ACTIVE STAY COOL	78535285	Dec-20-2004	3028941	Dec-13-2005	25	United States of America	Oxford Industries, Inc.
X-PARTS	78617064	Apr-26-2005			25	United States of America	Oxford Industries, Inc.

Trademarks – Assigned to Oxford Industries, Inc. from SFI Apparel Corporation

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
ARNOLD BRANT	78385288	Oct-20-2005			9,14,25	United States of America	Oxford Industries, Inc.
ARNOLD BRANT	74577159	Sep-22-1994	2074835	Jul-1-1997	25	United States of America	Oxford Industries, Inc.
MARANZONE	78721972	Oct-3-2005			25	United States of America	Oxford Industries, Inc.
MARANZONE UOMO	78721978	Oct-3-2005			25	United States of America	Oxford Industries, Inc.
SFI	75177722	Oct-7-1996	2151434	Apr-14-1998	25,35	United States of America	Oxford Industries, Inc.
SFI Apparel (and Design)	064081400	Sep 19, 1989	375,540	Nov 9, 1990	35,42	Canada	Oxford Industries, Inc.
SFI	058200000	Apr 21, 1987	338,779	Mar 31, 1988	25	Canada	Oxford Industries, Inc.
MARANZONE	1,272,523	Sep 19, 2005			25	Canada	Oxford Industries, Inc.
MARANZONE UOMO	1,272,525	Sep 19, 2005			25	Canada	Oxford Industries, Inc.
ARNOLD BRANT	120969000	Mar 15, 2004	636,334	Mar 30, 2005	9,14,25	Canada	Oxford Industries, Inc.
ARNOLD BRANT	076412300	Sep 21, 1994	465,032	Oct 25, 1996	25	Canada	Oxford Industries, Inc.
THE COLLECTION ULTIMO UOMO	073996200	Oct 26, 1993	441,852	Apr 14, 1995	25	Canada	Oxford Industries, Inc.
ULTIMO UOMO	067013200	Nov 9, 1990	396,346	Mar 27, 1992	25	Canada	Oxford Industries, Inc.
COLLEZIONE UOMO	062962500	Apr 20, 1989	370,442	Jul 6, 1990	25	Canada	Oxford Industries, Inc.

LE MANUFACURIE R D'HABITS	053402700	Jan 3, 1985	309,971	Jan 3, 1986	35	Canada	Oxford Industries, Inc.
ALTA UOMO	068353100	Jun 5, 1991	400,193	Jul 10, 1992	25	Canada	Oxford Industries, Inc.
SFI TROUSER COMPANY	COMMON LAW						Oxford Industries, Inc.
ULTIMO	COMMON LAW						Oxford Industries, Inc.
MARANZONE	COMMON LAW						Oxford Industries, Inc.
MARIZONE	COMMON LAW						Oxford Industries, Inc.
ARNOLD BRANDT CLOTHING	COMMON LAW						Oxford Industries, Inc.
BRANDT	COMMON LAW						Oxford Industries, Inc.
SILVERSTONE	COMMON LAW						Oxford Industries, Inc.

Trademarks – Assigned to Oxford Industries, Inc. from Solitude, LLC

Trademark	App. #	App. Date	Reg. #	Reg. Date	Int'l Class	Country	Owner
INSPIRATION	78664070	Jul-5-2005			25	United States of America	Oxford Industries, Inc.
LIVE YOUR LIFE	78716057	Sep-19-2005			25	United States of America	Oxford Industries, Inc.
SOLITUDE	75790621	Sep-2-1999	2381287	Aug-29-2000	25,28	United States of America	Oxford Industries, Inc.
SOLITUDE	75496966	Jun-5-1998	2386201	Sep-12-2000	25	United States of America	Oxford Industries, Inc.
SOLITUDE S	78743726	Oct-31-2005			25	United States of America	Oxford Industries, Inc.
TRANQUILITY	78664064	Jul-5-2005			25	United States of America	Oxford Industries, Inc.
TRANQUILITY	78737999	Oct-21-2005			18	United States of America	Oxford Industries, Inc.
SOLITUDE			769,875	8-10-1998	25	Australia	Oxford Industries, Inc.
SOLITUDE			821,103,628	11-27-2001	25	Brazil	Oxford Industries, Inc.
SOLITUDE			881,847	11-10-1999	18, 25, 28	CTM/EU	Oxford Industries, Inc.
SOLITUDE			4,488,926	7-6-2001	25	Japan	Oxford Industries, Inc.