

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
Amerex Group, LLC		07/16/2008	LIMITED LIABILITY COMPANY:
Amerex Holdings, LLC		07/16/2008	LIMITED LIABILITY COMPANY:
Amerex Childrenswea, LLC		07/16/2008	LIMITED LIABILITY COMPANY:

RECEIVING PARTY DATA

Name:	Israel Discount Bank of New York
Street Address:	511 Fifth Avenue
City:	New York
State/Country:	NEW YORK
Postal Code:	10017
Entity Type:	Association:

PROPERTY NUMBERS Total: 10

Property Type	Number	Word Mark
Serial Number:	76039678	1 MADISON
Serial Number:	77178081	ISABABIES
Registration Number:	1507275	AUSABLE
Registration Number:	3137296	BOMBSHELL
Registration Number:	1184786	COMFY
Registration Number:	1149881	LITTLE DIPPERS
Registration Number:	1734957	MAMBOSOK
Registration Number:	1700640	MAMBOSOK
Registration Number:	3325649	MAMBOSOK
Registration Number:	2808418	WEATHER TAMER

CH \$265.00 76039678

CORRESPONDENCE DATA

Fax Number: (202)408-3141
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 202-408-3121 x2348
Email: jpaterso@cscinfo.com
Correspondent Name: Corporation Service Company
Address Line 1: 1090 Vermont Avenue NW, Suite 430
Address Line 2: Attn: Jean Paterson
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	751032
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	10/08/2008

Total Attachments: 62

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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):

AMEREX GROUP, LLC

- Individual(s)
- General Partnership
- Corporation- State: _____
- Other limited liability company
- Association
- Limited Partnership

Citizenship (see guidelines) _____

Additional names of conveying parties attached? Yes No

3. Nature of conveyance)/Execution Date(s) :

Execution Date(s) July 16, 2008

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: ISRAEL DISCOUNT BANK OF NEW YORK

Internal _____

Address: _____

Street Address: 511 Fifth Avenue

City: New York

State: New York

Country: USA

Zip: 10017

- Association Citizenship _____
- 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)

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

A. Trademark Application No.(s)

76/039878; 77/178081

B. Trademark Registration No.(s)

1507275; 3137296; 1184786; 1149881; 1734957; 1700640; 3325649; 2806418

Additional sheet(s) attached? Yes No

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

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

Name: Janelle Telesford, Legal Assistant

Internal Address: Emmet, Marvin & Martin LLP

Street Address: 120 Broadway

City: New York

State: NY Zip: 10271

Phone Number: 212-238-3244

#751032

Fax Number: 212-238-3100

Email Address: jtelesford@emmetmarvin.com

6. Total number of applications and registrations involved:

10

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

- 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 _____
Authorized User Name _____

9. Signature:

Janelle Telesford
Signature

October 3, 2008

Date

Janelle Telesford

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 10

TRADEMARK

PLEDGE AND SECURITY AGREEMENT

PLEDGE AND SECURITY AGREEMENT, dated as of July 16, 2008, made by AMEREX GROUP, LLC, a Delaware limited liability company ("Group"), AMEREX HOLDINGS, LLC, a Delaware limited liability company and AMEREX CHILDRENSWEAR, LLC, a Delaware limited liability company (collectively, the "Borrowers") in favor of ISRAEL DISCOUNT BANK OF NEW YORK, individually, and as administrative agent (the "Administrative Agent") for the Lenders party to that certain Credit Agreement, dated as of the date hereof, among the Borrowers, the Administrative Agent, the Lenders and other financial institutions party thereto (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement").

WHEREAS, as a condition to entering into the Credit Agreement, the Borrowers, the Lenders and the Administrative Agent desire to enter into this pledge and security agreement ("Pledge and Security Agreement").

Accordingly, the Borrowers, the Lenders and the Administrative Agent hereby agree as follows:

SECTION 1. DEFINITIONS

1.1 Defined Terms. All capitalized terms used herein but not defined herein shall have the meanings set forth in the Credit Agreement. As used herein, the following terms shall have the following meanings:

"Account" shall mean all present and future rights of the Borrowers to payment of a monetary obligation, whether or not earned by performance, which is not evidenced by chattel paper or an instrument (i) for property that has been or is to be sold, leased, licensed, assigned or otherwise disposed of, (ii) for services rendered or to be rendered, (iii) for a secondary obligation incurred or to be incurred, or (iv) arising out of the use of a credit or charge card or information contained on or for use with the card. Without limitation to the generality of the foregoing, such term shall also include all "Accounts" as defined in the Delaware UCC.

"Accounts Receivable" shall mean all of the following property of the Borrowers: (a) all Accounts, (b) all interest, fees, late charges, penalties, collection fees and other amounts due or to become due or otherwise payable in connection with any Account, (c) all payment intangibles, (d) letters of credit, indemnities, guarantees, security or other deposits and proceeds thereof issued and payable to the Borrowers or otherwise in favor of or delivered to the Borrowers in connection with any Account, or (e) all other accounts, contract rights, chattel paper, instruments, notes, general intangibles and other forms of obligations owing to the Borrowers, whether from the sale and lease of goods or other property, licensing of any property (including other general intangibles), rendition of services or from loans or advances by the Borrowers or to or for the benefit of any third person (including loans or advances to any Affiliates of the Borrowers) or otherwise associated with any Accounts, Inventory or general intangibles of the Borrowers (including, without limitation, choses in action, causes of action, tax refunds, tax refund claims, any funds which may become payable to the Borrowers in connection with the termination of any Plan or other employee benefit plan and any other amounts payable

to the Borrowers from any Plan or other employee benefit plan, rights and claims against carriers and shippers, rights to indemnification, business interruption insurance and proceeds thereof, casualty or any similar types of insurance and any proceeds thereof and proceeds of insurance covering the lives of employees on which the Borrowers are a beneficiary other than any proceeds of insurance covering the lives of shareholders of the Borrowers on which the Borrowers are a beneficiary).

"Chattel Paper" shall have the meaning set forth in the Delaware UCC.

"Collateral" shall have the meaning set forth in Section 2 hereof.

"Copyright License" shall mean any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now or hereafter owned by any Borrower or which such Borrower otherwise has the right to license, or granting any right to such Borrower under any Copyright now or hereafter owned by any third party, and all rights of such Borrower under any such agreement.

"Copyrights" shall mean all of the following now owned or hereafter acquired by any Borrower: (a) all copyright rights in any work subject to the copyright laws of the United States or Canada, whether as author, assignee, transferee or otherwise, and (b) all registrations and applications for registration of any such copyright in the United States or Canada, including registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office, including those listed on Schedule III.

"Credit Agreement" shall have the meaning ascribed to such term in the preamble to this Pledge and Security Agreement.

"Delaware UCC" shall mean the Uniform Commercial Code as in effect in the State of Delaware.

"Documents" shall have the meaning set forth in the Delaware UCC.

"Equipment" shall mean all of the equipment of the Borrowers, including, without limitation, all machinery, data processing and computer equipment (whether owned or licensed and including embedded software), vehicles, tools, furniture, fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith and substitutions and replacements thereof, wherever located, including, without limitation, the Equipment described in Schedule II attached hereto and made a part hereof. Without limitation to the generality of the foregoing, such term shall also include all "Equipment" as defined in the Delaware UCC.

"Event of Default" shall mean any of the events specified in Article 7 of the Credit Agreement.

"General Intangibles" shall mean all of the Borrowers' present and future general intangibles of every kind and description, including (without limitation) patents, patent applications, trade names and trademarks and the goodwill of the business symbolized thereby, deposit accounts, letters of credit and federal, state and local tax refund claims of all kinds.

Without limitation to the generality of the foregoing, such term shall also include all "General Intangibles" as defined in the Delaware UCC.

"Instruments" shall have the meaning set forth in the Delaware UCC.

"Intellectual Property" shall mean all intellectual and similar property of any Borrower of every kind and nature now owned or hereafter acquired by any Borrower, including, but not limited to, Patents, Copyrights, Licenses, and Trademarks.

"Inventory" shall mean all of the inventory of the Borrowers, wherever located and whether now owned or in existence or hereafter acquired, including, without limitation (i) all raw materials, work in process, parts, components, assemblies, supplies and materials used or consumed in the Borrowers' business, (ii) all goods, wares and merchandise, finished or unfinished, held for sale or lease or leased or furnished or to be furnished under contracts of service, and (iii) all goods returned or repossessed by the Borrowers. Without limitation to the generality of the foregoing, such term shall also include all "Inventory" as defined in the Delaware UCC.

"License" shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Borrower is a party, including those listed on Schedule IV.

"Obligations" shall have the meaning ascribed to such term in the Credit Agreement.

"Patent License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now or hereafter owned by any Borrower or which any Borrower otherwise has the right to license, is in existence, or granting to any Borrower any right to make, use or sell any invention on which a Patent, now or hereafter owned by any third party, is in existence, and all rights of any Borrower under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Borrower: (a) all letters patent of the United States or Canada, all registrations and recordings thereof, and all applications for letters patent of the United States or Canada, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in Canada, including those listed on Schedule V, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"Pledge and Security Agreement" shall mean this pledge and security agreement, as previously defined herein, as hereinafter amended or modified, and any and all other documents and instruments now or hereafter executed and delivered in conjunction herewith.

"Proceeds" shall mean (a) any consideration received from the sale, lease, license, exchange or other disposition of any asset or property which constitutes Collateral, any other value received as a consequence of the possession of any Collateral and any payment received

from any insurer or other person or entity as a result of the loss, nonconformity or interference with the use of, defects in or infringements upon rights with respect to, or damage to, any asset or property that constitutes Collateral, and without limitation, all cash and negotiable instruments received or held by any of the Lenders pursuant to any lockbox, account control agreement or blocked account agreement, or similar arrangement relating to the payment of Accounts or Accounts Receivable; and (b) any claim of any Borrower against any third party for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (i) past, present or future infringement of any Patent now or hereafter owned by any Borrower, or licensed under a Patent License, and (ii) past, present or future infringement or dilution of any Trademark now or hereafter owned by any Borrower or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Borrower.

"Records" shall mean all of the Borrowers' present and future books of account of every kind or nature, purchase and sale agreements, invoices, ledger cards, bills of lading and other shipping evidence, statements, correspondence, memoranda, credit files and other data relating to the Collateral or any account debtor, together with the tapes, disks, diskettes and other data and software storage media and devices, file cabinets or containers in or on which the foregoing are stored (including any rights of the Borrowers with respect to the foregoing maintained with or by any other person).

"Trademark License" shall mean any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now or hereafter owned by any Borrower or which any Borrower otherwise has the right to license, or granting to any Borrower any right to use any Trademark now or hereafter owned by any third party, and all rights of any Borrower under any such agreement.

"Trademarks" shall mean all of the following now owned or hereafter acquired by any Borrower: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations and registration applications in the United States Patent and Trademark Office, any State of the United States or any similar offices in Canada or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule VI, (b) all goodwill associated therewith or symbolized thereby and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

Terms Generally. The definitions of terms herein shall apply equally to the singular and plural forms of the terms defined. Whenever the context may require, any pronoun shall include the corresponding masculine, feminine and neuter forms. The words "include", "includes" and "including" shall be deemed to be followed by the phrase "without limitation". The word "will" shall be construed to have the same meaning and effect as the word "shall". Unless the context requires otherwise (a) any definition of or reference to any agreement, instrument or other document herein shall be construed as referring to such agreement, instrument or other document as from time to time amended, supplemented or otherwise

modified (subject to any restrictions on such amendments, supplements or modifications set forth herein), (b) any reference herein to any Person shall be construed to include such Person's successors and assigns, (c) the words "herein", "hereof" and "hereunder", and words of similar import, shall be construed to refer to this Pledge and Security Agreement in its entirety and not to any particular provision hereof, and (d) the words "asset" and "property" shall be construed to have the same meaning and effect and to refer to any and all tangible and intangible assets and properties, including cash, securities, accounts and contract rights.

SECTION 2. GRANT AND PERFECTION OF SECURITY INTEREST

2.1. As collateral security for the prompt and unconditional payment, when due, of the Obligations, the Borrowers do hereby grant to the Administrative Agent, for itself and for the ratable benefit of the Lenders, a continuing security interest in, lien upon, and right of setoff against, and hereby assign to the Administrative Agent, for itself and the ratable benefit of the Lenders, as security, all assets, whether now owned or hereafter acquired or existing and wherever located (together with all other collateral security for the Obligations at any time granted to or held or acquired by the Administrative Agent or any Lender, the "Collateral"), including, without limitation:

- (i) all Accounts Receivable;
- (ii) all General Intangibles;
- (iii) all goods, including, without limitation, Inventory and Equipment;
- (iv) all fixtures;
- (v) all Chattel Paper, including, without limitation, all tangible and electronic chattel paper;
- (vi) all Instruments, including, without limitation, all promissory notes;
- (vii) all Documents;
- (viii) all supporting obligations and all present and future liens, security interests, rights, remedies, title and interest in, to and in respect of Accounts Receivable and other Collateral, including (A) rights and remedies under or relating to guarantees, contracts of suretyship, letters of credit and credit and other insurance related to the Collateral, (B) rights of stoppage in transit, replevin, repossession, reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, (C) goods described in invoices, documents, contracts or instruments with respect to, or otherwise representing or evidencing, Accounts Receivable or other Collateral, including returned, repossessed and reclaimed goods, and (D) deposits by and property of account debtors or other Persons securing the obligations of account debtors;
- (ix) all monies, credit balances, deposits and other property of the Borrowers now or hereafter held or received by or in transit to the Administrative Agent

or any Lender from or for the account of the Borrowers, whether for safekeeping, pledge, custody, transmission, collection or otherwise;

- (x) to the extent not otherwise described above, all other receivables;
- (xi) all factor balances and all rights of the Borrowers to payment under any factoring arrangement, including, without limitation, with respect to CIT, and all amendments, modifications and supplements thereto, whether assigned previously to the Administrative Agent, on behalf of the Lenders, pursuant to an assignment of factor balances, or otherwise;
- (xii) all Records;
- (xiii) all Intellectual Property;
- (xiv) all products and Proceeds of any of the foregoing, in any form, including insurance proceeds, excepting therefrom any proceeds of insurance covering the lives of shareholders of the Borrowers on which the Borrowers are a beneficiary, and all claims against third parties for loss or damage to or destruction of or other involuntary conversion of any kind or nature of any or all of the other Collateral; and
- (xv) all Equity Interests of the Borrower in any of its Subsidiaries presently held or hereinafter acquired by Borrowers.

2.2. The Borrowers irrevocably and unconditionally authorize the Administrative Agent (or its agent) to file at any time and from time to time such financing statements on behalf of the Lenders with respect to the Collateral, naming the Administrative Agent or its designee as the secured party and the Borrowers as debtor, as the Administrative Agent may require, and including any other information with respect to the Borrowers, or otherwise required by part 5 of Article 9 of the Uniform Commercial Code of such jurisdiction, as the Administrative Agent may deem necessary or advantageous in its Permitted Discretion, in good faith, together with any amendment and continuations with respect thereto, which authorization shall apply to all financing statements filed on, prior to or after the date hereof. The Borrowers hereby ratify and approve all financing statements naming the Administrative Agent or its designee as secured party and the Borrowers as debtors with respect to the Collateral (and any amendments with respect to such financing statements) filed by or on behalf of the Administrative Agent prior to the date hereof and ratifies and confirms the authorization of the Administrative Agent to file such financing statements (and amendments, if any). The Borrowers hereby authorize the Administrative Agent to adopt on behalf of the Borrowers any symbol required for authenticating any electronic filing. In the event that the description of the collateral in any financing statement naming the Administrative Agent or its designee as the secured party and the Borrowers as debtor includes assets and properties of the Borrowers that do not at any time constitute Collateral, whether hereunder, under any of the other Loan Documents or otherwise, the filing of such financing statement shall nonetheless be deemed authorized by the Borrowers to the extent of the Collateral included in such description and it shall not render the financing statement ineffective as to any of the Collateral or otherwise affect the financing statement as it applies to any of the Collateral, provided, that, in such event, upon the Borrowers' written request

and at the Borrowers' expense, the Administrative Agent shall file such amendments to its financing statements to change the assets described therein so as to constitute the Collateral. In no event shall the Borrowers at any time file or permit or cause to be filed any correction statement or termination statement with respect to any financing statement or amendment or continuation with respect thereto naming the Administrative Agent or its designee as secured party and the Borrowers as debtor so long as this Agreement has not been terminated or all of the Obligations have not been paid and satisfied in full in immediately available funds.

2.3. In the event that the Borrowers shall be entitled to or shall receive any Chattel Paper or Instrument after the date hereof, the Borrowers shall promptly deliver or cause to be delivered the same to the Administrative Agent, accompanied by such instruments of transfer or assignment duly executed in blank as the Administrative Agent may from time to time specify.

2.4. In the event that the Borrowers shall at any time hold or acquire an interest in any electronic Chattel Paper or any "transferable record" (as such term is defined in Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or in Section 16 of the Uniform Electronic Transactions Act as in effect in any relevant jurisdiction), the Borrowers shall promptly notify the Administrative Agent thereof in writing. Promptly upon the Administrative Agent's request, the Borrowers shall take, or cause to be taken, such actions as the Administrative Agent may request to give the Administrative Agent control of such electronic Chattel Paper under Section 9-105 of the Delaware UCC and control of such transferable record under Section 201 of the Federal Electronic Signatures in Global and National Commerce Act or, as the case may be, Section 16 of the Uniform Electronic Transactions Act, as in effect in such jurisdiction.

2.5. In the event that any goods, documents of title or other Collateral are, at any time after the date hereof, in the custody, control or possession of a lessor, consignee or other Person, the Borrowers shall promptly notify the Administrative Agent thereof in writing, to the extent a Collateral Access Agreement has not been executed with respect thereto in accordance with the Credit Agreement. Promptly upon the Administrative Agent's request, the Borrowers shall obtain an acknowledgment from such lessor, consignee or other Person, in form and substance satisfactory to the Administrative Agent, that such lessor, consignee or other Person, *inter alia*, agrees to permit the Administrative Agent access to, and to exercise the Administrative Agent's rights and remedies with respect to and otherwise deal with, such Collateral, and in the case of any consignee or other Person who at any time has custody, control or possession of any Collateral, that such Person holds such Collateral for the benefit of the Administrative Agent and shall agree to act upon the instructions of the Administrative Agent without the further consent of the Borrowers.

2.6 The Borrowers agree at all times to keep in all material respects accurate and complete accounting records with respect to the Collateral, including, but not limited to, a record of all payments and Proceeds received with respect thereto.

2.7 The Borrowers agree promptly to notify the Administrative Agent if any material portion of the Collateral is damaged or destroyed.

2.8 The Borrowers further agree to take any other actions reasonably requested by the Administrative Agent to ensure the attachment, perfection and (as applicable) first priority of, and the ability of the Administrative Agent to enforce, the security interest of the Administrative Agent in any and all of the Collateral, including, without limitation (i) executing, delivering and, where appropriate, filing financing statements and amendments relating thereto under the Delaware UCC or other applicable law, to the extent, if, any, that the Borrowers' signature thereon is required therefor, (ii) causing the Administrative Agent's name to be noted as secured party on any certificate of title for a titled good if such notation is a condition to attachment, perfection or priority of, or ability of the Administrative Agent to enforce, the security interest of the Administrative Agent in such Collateral, (iii) complying with any provision of any statute, regulation or treaty of the United States as to any Collateral if compliance with such provision is a condition to attachment, perfection or priority of, or ability of the Administrative Agent to enforce, the security interest of the Administrative Agent in such Collateral, (iv) obtaining the consents and approvals of any Governmental Authority and any other third party consents and approvals that may be necessary or advantageous for the attachment, perfection or priority of, or ability of the Administrative Agent to enforce, the security interest of the Administrative Agent in the Collateral, including, without limitation, any consent of any licensor, lessor or other Person obligated on any Collateral, (v) paying any necessary fees and taxes required in connection with the execution and delivery of this Pledge and Security Agreement or the granting of the security interest in the Collateral to the Administrative Agent, and (vi) taking all actions required with respect to the attachment, perfection or priority of, or ability of the Administrative Agent to enforce, the security interest of the Administrative Agent in the Collateral by any earlier versions of the Delaware UCC or by other law, as applicable in any relevant jurisdiction.

2.9 If at any time the Borrowers shall take and perfect a security interest in any property of an account debtor or any other Person to secure payment and performance of an Account Receivable in excess of \$200,000, the Borrowers shall promptly assign such security interest to the Administrative Agent without written request by the Administrative Agent. Such assignment need not be filed of public record unless necessary to continue the perfected status of the security interest against creditors of and transferees from the account debtor or other Person granting the security interest.

2.10 The Borrowers irrevocably and unconditionally authorize the Administrative Agent to file at any time, documents with the United States Patent and Trademark Office of United States Copyright Office (or any successor office or any similar office in Canada).

SECTION 3. REPRESENTATIONS AND WARRANTIES OF BORROWERS

The Borrowers represent and warrant to the Administrative Agent and the Lenders, and shall be deemed to continually do so, as long as this Pledge and Security Agreement shall remain in force, as follows:

3.1 Name; Organization. The exact legal names of the Borrowers are those indicated on Schedule I hereto and on the signature page hereof. The Borrowers are each an organization of the type and are organized in the jurisdiction set forth on Schedule I hereto. Schedule I accurately sets forth the organizational identification number of the Borrowers or accurately

states that the Borrowers have none and accurately sets forth the federal employer identification numbers of the Borrowers.

3.2 Title and Authority. The Borrowers have (i) rights in and/or good title to all of the Collateral in which they are granting a security interest hereunder and (ii) the requisite power and authority to grant to the Administrative Agent a continuing security interest in such Collateral pursuant hereto and to execute, deliver and perform their obligations in accordance with the terms of this Pledge and Security Agreement without the consent or approval of any other person other than any consent or approval which has been obtained.

3.3 Validity of Security Interest. Upon the filing of the Uniform Commercial Code financing statements referred to in Section 2.2 above, the security interest of the Administrative Agent shall constitute a valid, legal and perfected first priority security interest in all of the Collateral (subject to the security interests of CIT and General Motors Acceptance Corporation), other than filings required to be made in the United States Patent and Trademark Office and the United States Copyright Office in order to perfect and/or further evidence the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights, for payment and performance of the Obligations, except as otherwise permitted under the Credit Agreement. Upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable, within the three month period (commencing as of the date hereof) pursuant to 35 U.S.C. § 261 or 15 U.S.C. § 1060 or the one month period (commencing as of the date hereof) pursuant to 17 U.S.C. § 205 and otherwise as may be required pursuant to the laws of any other necessary jurisdiction, the security interest of the Administrative Agent shall constitute a valid, legal, and perfected first priority security interest in that portion of the Collateral which consists of Intellectual Property for payment and performance of the Obligations, except as otherwise permitted under the Credit Agreement.

3.4 Collateral Information. The chief executive offices of the Borrowers, their principal places of business, the locations of the Borrowers' records pertaining to the Collateral, all the locations at which the Collateral consisting of Equipment and Inventory is kept, the Borrowers' tradename(s), the Borrowers' tradestyle(s) and the address for the payment of the Borrowers' invoices for the Accounts (other than payments of its invoices made directly to its Factors) are as set forth on Schedule I hereto.

3.5 Account Status. Each Account is a true and current statement of the actual indebtedness incurred by each account debtor with respect thereto, and arises out of or in connection with the sale or lease of goods or the rendering of services by the Borrowers to each such account debtor. Each account debtor owes the full amount with respect to an Account without defenses, counterclaims or offsets of any kind or nature whatsoever, except for bona fide claims for damaged or defective goods or bona fide delivery errors.

3.6 Account Payment. None of the monies due or to become due with respect to any Account is represented by any promissory note or other instrument.

3.7 Ownership of Collateral. The Borrowers are the owner of all of the Collateral free and clear of all Liens, except as created by this Pledge and Security Agreement and by the

following, which the Borrowers hereby acknowledge are part of the Collateral and have been assigned to the Administrative Agent, on behalf of the Lenders:

(a) Assignment of Factor Credit Balances dated as of July 16, 2008 made by the Borrowers to the Administrative Agent with respect to the Group's Amended and Restated Factoring Agreement with CIT Group/Commercial Services, Inc., dated as of June 22, 2004;

(b) Assignment of Factor Credit Balances dated as of July 16, 2008 made by the Borrowers to the Administrative Agent with respect to the Group's Factoring Agreement with GMAC Commercial Finance LLC, dated as of January 1, 2007;

(c) Liens permitted under Section 6.02 of the Credit Agreement.

3.8 Licensing Agreements. Except for licenses of intellectual property to which the Borrowers are party (or will be party following the consummation of the Allied Transaction), the sale of goods by the Borrowers in relation to the Collateral, the rendering of services by the Borrowers in relation to the Collateral or the granting of a security interest in the Collateral is not subject to or restricted by the terms of any agreement pertaining to the licensing, assigning or the general or exclusive right to the use of any patent, trademark, trade secret or copyright.

3.9 Additional Representations for Inventory. (a) The Borrowers are the owners of the Inventory free and clear of all Liens, except as created by this Pledge and Security Agreement or as permitted by the Credit Agreement, and the Borrowers do not sell or transfer the Inventory, except to its customers in the ordinary course of business.

(b) The items making up the Inventory are all genuine and, except for raw materials and supplies used or consumed in the Borrowers' business, work in process, all returns and refunds applicable to finished goods, and the right to collect the same, and books and records relating to the Inventory are saleable in the ordinary course of the business of the Borrowers.

(c) The Borrowers have exclusive possession and control of the Inventory (subject to ordinary warehouse arrangements).

(d) The Inventory is located at the places specified on Schedule I hereto.

3.10 Additional Representations for Equipment. (a) The Borrowers have good and merchantable title to the Equipment or rights in the Equipment, and the security interest in the Equipment is effective as against any and all creditors of and purchasers from the Borrowers and as against any owner of the real property on which any of the Equipment is located or any purchaser or present or future creditor obtaining a lien on such real property, other than as permitted under Section 6.02 of the Credit Agreement.

(b) The Equipment does not comprise a part of the Borrowers' inventory, and it is not held by the Borrowers for sale or lease.

(c) The Borrowers have exclusive possession and control of the Equipment.

(d) The Equipment is located at the places specified on Schedule I hereto.

3.11 Survival of Representations and Warranties. All representations and warranties of the Borrowers contained in this Pledge and Security Agreement shall survive the execution, delivery and performance of this Pledge and Security Agreement until the termination of this Pledge and Security Agreement pursuant to Section 7.3 herein.

3.12 Filings. Each Borrower shall promptly file fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with the United States Patent and Trademark Office and the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, and otherwise as may be reasonably required pursuant to the laws of any other reasonably necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected security interest in favor of the Administrative Agent (for the ratable benefit of the Lenders) in respect of all Collateral consisting of Patents, Trademarks and Copyrights in which a security interest may be perfected by filing, recording or registration in the United States (or any political subdivision thereof) and its territories and possessions, or in any other reasonably necessary jurisdiction, and no further or subsequent filing, refile, recording, rerecording, registration or registration is necessary (other than such actions as are necessary to perfect the Administrative Agent's security interest with respect to any Collateral consisting of Patents, Trademarks and Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof). Each Borrower shall promptly forward file-stamped acknowledgement receipts of the filings made pursuant to this Section 3.12 to the U.S. Collateral Agent.

3.13 Borrower Has Not Filed or Consented to Certain Filings: Borrowers have not filed nor consented to the filing of any assignment in which any Borrower assigns any Collateral or any security agreement or similar instrument with the United States Patent and Trademark Office or the United States Copyright Office covering any such Collateral except with respect to existing Liens and secured claims listed on Exhibit 6.02 to the Credit Agreement.

SECTION 4. AFFIRMATIVE COVENANTS

4.1 Payment of Obligations. The Borrowers shall pay and perform all of the Obligations secured hereby when due.

4.2 Maintenance of Collateral. The Borrowers shall continually take such steps necessary and prudent to protect the security interest of the Administrative Agent in the Collateral including, without limitation, the following:

(i) Keep and maintain records concerning the Accounts at the location of their chief executive office, their principal place of business or the location for the sending of invoices set forth on Schedule I hereto and to move the same therefrom only with prior written notice to and the written consent of the Administrative Agent, which consent shall not be unreasonably withheld or delayed;

(ii) Keep and maintain separate books and records relating to the Collateral in form and substance satisfactory to the Lenders at either of the addresses set forth on Schedule I hereto and to move same therefrom only with prior written notice to and the

consent of the Administrative Agent, which consent shall not be unreasonably withheld or delayed;

(iii) Allow the Lenders or their authorized representatives free access to the Collateral and the books and records relating to the Collateral, upon prior notice to the Borrowers, at all reasonable times during business hours and without interruption to the business and operations of the Borrowers, for the purpose of examination, verification, copying, extracting and other reasonable purposes as the Lenders may reasonably require;

(iv) Deliver to the Administrative Agent, promptly, upon its reasonable request, copies, or originals if reasonably requested by the Administrative Agent, of all schedules, lists, invoices, bills of lading, documents of title, purchase orders, receipts, chattel paper, instruments and other items relating to the Collateral;

(v) Make, stamp or record such entries or legends on any of the Borrowers' books and records relating to the Collateral as the Lenders shall reasonably request from time to time and post notices upon the Inventory as the Lenders shall reasonably request;

(vi) Post notices in and about designated areas where books and records pertaining to the Collateral are maintained, as the Lenders shall reasonably request, to reflect the security interest of the Administrative Agent granted under and pursuant to this Pledge and Security Agreement;

(vii) Execute and deliver to the Administrative Agent such other and further documents, instruments or writings which the Lenders may reasonably deem necessary and/or advisable in order to evidence, effectuate, perfect or maintain the Administrative Agent's security interest in the Collateral;

(viii) Keep the Collateral free of, and defend the Collateral from, all Liens, except the respective security interests granted to the Administrative Agent and the Factors, respectively, under the Factoring Agreements set forth in Section 3.7 hereof and as permitted under the Credit Agreement;

(ix) Promptly notify the Administrative Agent of the existence of any Liens with respect to any of the Collateral other than those permitted under Section 6.02 of the Credit Agreement;

(x) Promptly notify the Administrative Agent in the event of any material adverse change in the Borrowers' business(es) or in the value of the Collateral, or of any other occurrence which could materially and adversely affect the security interest of the Administrative Agent therein;

(xi) Pay all expenses and all taxes which are or may become a lien on the Collateral promptly when due, unless and to the extent only that the same shall be contested in good faith and by appropriate proceedings by the Borrowers and the Borrowers have established an appropriate reserve with respect to such contested amount, and reimburse the Administrative Agent and any Lender for any expenses which the

Administrative Agent or any such Lender may reasonably incur, in its Permitted Discretion, either to satisfy such expenses, liens or taxes, or to protect the Collateral;

(xii) Give the Administrative Agent at least thirty (30) days prior written notice of any change of the Borrowers' trade names, trade styles or the address for the payment of any Accounts; and

(xiii) Upon the request of the Administrative Agent, provide to the Administrative Agent, on a monthly basis, a written statement, in such form and detail as reasonably requested by the Lenders, pertaining to any Account.

4.3 Insurance.

(a) The Borrowers will maintain with insurers reasonably satisfactory to the Administrative Agent, insurance with respect to the Collateral of such types, coverage, form and amount as is customarily applicable to business entities engaged in the same or similar business as the Borrowers in similar geographic areas in which the Borrowers conduct business, or as the Administrative Agent may reasonably require, and if the Borrowers fail to maintain such insurance the Borrowers shall reimburse the Administrative Agent or the Lenders, as the case may be, on demand, for any payments made by the Administrative Agent or the Lenders to maintain such insurance.

(b) All such insurance shall be payable to the Administrative Agent and the Borrowers, as their interests shall appear, under a standard non-contributory "mortgagee", "lenders" or "secured party" clause and the agreements relating to such insurance are to contain such other provisions as the Administrative Agent may reasonably require to fully protect the Lenders' interest in the Collateral and to payments to be made under such policies or certificates of insurance.

(c) The Borrowers will supply the Administrative Agent with certificates as to the continuance of such insurance, premium prepaid, and will provide for not less than thirty (30) days prior written notice to the Administrative Agent of the exercise of any right of cancellation thereof.

(d) If an Event of Default shall have occurred and continues, unless the Administrative Agent shall otherwise agree in writing, the Administrative Agent shall have the sole right in its name or the names of the Borrowers to file claims under any insurance policies, to recover receipt and give acquittance for any payments that may be payable thereunder and to execute any and all endorsements, receipts, releases, assignments, reassignments or other documents that may be necessary to effect the collection, compromise or settlement of any claims under such insurance policies. The Borrowers shall provide the Administrative Agent with notice with respect to the occurrence of any event giving rise to any of its rights under this Section 4.3(d).

(e) The Borrowers will give immediate written notice to the Administrative Agent and to insurers, if any, of any material loss or damage to the Collateral and shall promptly file proofs of such loss with such insurers.

(f) The Borrowers shall permit the Administrative Agent to apply any insurance proceeds received by it to any of the Obligations in such amounts as the Administrative Agent may elect in its Permitted Discretion, although the Obligations may be contingent or unmaturred.

4.4 Legal Status. The Borrowers covenant with the Administrative Agent as follows: (a) without providing at least thirty (30) days prior written notice to the Administrative Agent, the Borrowers will not change their names, their places of business or, if more than one, their chief executive offices or their mailing addresses or organizational identification numbers if they have one, (b) if the Borrowers do not have an organizational identification number(s) and later obtain same, the Borrowers shall forthwith notify the Administrative Agent of such organizational identification number, and (c) the Borrowers will not change their type(s) of organization, jurisdiction(s) of organization or other legal structure.

4.5 Additional Covenants as to Equipment and Inventory. The Borrowers covenant with the Administrative Agent that:

(a) They shall keep and maintain the Equipment and Inventory (other than Inventory sold in the ordinary course of business) at the places specified on Schedule 1, and move the same therefrom only with thirty (30) days prior written notice to the Administrative Agent.

(b) They shall keep the Equipment in reasonable operating condition, ordinary wear and tear excepted, and shall provide all maintenance and service and all repairs necessary for such purpose.

(c) They shall permit the Administrative Agent to post notices upon the Equipment or in or about designated areas where the Equipment may be kept or used, as the Administrative Agent shall reasonably request.

4.6 Continuing Obligations of the Borrowers. The Borrowers shall remain liable to observe and perform all the conditions and obligations to be observed and performed by them under each contract, agreement, interest or obligation relating to the Collateral, all in accordance with the terms and conditions thereof, and shall indemnify and hold harmless the Administrative Agent, and the Lenders from any and all such liabilities.

4.7 Expenses of the Administrative Agent and the Lenders. The Borrowers shall reimburse the Administrative Agent and the Lenders for all necessary out-of-pocket expenses including, without limitation, disbursements and any other costs and fees incurred by the Administrative Agent or the Lenders in connection this Pledge and Security Agreement or with the Collateral, including, without limitation, reasonable attorneys' fees and expenses.

4.8 After-Acquired Intellectual Property. Borrowers shall notify the Administrative Agent of any hereinafter developed or acquired asset or item which may constitute Intellectual Property. Each Borrower hereby authorizes the Administrative Agent, with prompt notice to the Borrowers, to supplement this Agreement by supplementing Schedules III, IV, V or VI or adding additional schedules hereto to specifically identify any asset or item which may constitute Intellectual Property. Whether or not the Administrative Agent supplements this Agreement

under the terms of this section, such newly developed or acquired Intellectual Property will be deemed to be part of the schedules to this Agreement by virtue of Borrowers' notice to the Administrative Agent under this section, and, regardless of such notice, Borrowers grant a Lien on such property to the Administrative Agent for the ratable benefit of the Lenders.

4.9 Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Borrower agrees that it will not, and will use commercially reasonable efforts not to permit any of its licensees to, do any act, or omit to do any act, whereby any Patent which is material to the conduct of such Borrower's business may become invalidated or dedicated to the public, and agrees that it shall continue to mark any products covered by a Patent with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws.

(b) Each Borrower (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Borrower's business, (i) maintain such Trademark, in full force free from any claim of abandonment or invalidity for non-use other than such claims contested in good faith by such Borrower in appropriate proceedings in the proper forums, (ii) maintain the quality of products and services offered under such Trademark, (iii) display such Trademark with notice of federal or foreign registration to the extent necessary and sufficient to establish and preserve its rights under applicable law, and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any third-party rights.

(c) Each Borrower (either itself or through licensees) will, for each work covered by a material Copyright, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its rights under applicable copyright laws.

(d) Each Borrower shall notify the Administrative Agent promptly if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Borrower's ownership of any material Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Borrower, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Administrative Agent, and, upon request of the Administrative Agent, executes and delivers any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Patent, Trademark or Copyright, and each Borrower hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes to the extent that such Borrower fails to promptly do so, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Borrower will take all necessary steps that are consistent with customary practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks and/or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of any Borrower's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Borrower has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Borrower's business has been or is about to be infringed, misappropriated or diluted by a third party, such Borrower promptly shall notify the Administrative Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, as the case may be, and take such other actions as are appropriate under the circumstances to protect such Collateral.

(h) Upon and during the continuance of an Event of Default, each Borrower shall use its commercially reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of such Borrower's right, title and interest thereunder to the Administrative Agent or its designee.

SECTION 5. EVENTS OF DEFAULT

Any Event of Default (as defined in the Credit Agreement) shall constitute an "Event of Default" under this Pledge and Security Agreement.

SECTION 6. RIGHTS AND REMEDIES

6.1 General Rights. The rights of the Administrative Agent and the Lenders shall at all times be those of a secured party under the Delaware UCC and without limiting the generality of the foregoing, the Administrative Agent and the Lenders shall have the additional rights set forth in this Section 6.

6.2 Rights Upon Default. Upon the occurrence and continuance of an Event of Default, the Borrowers authorize the Administrative Agent and do hereby irrevocably make, constitute and appoint the Administrative Agent and any officer or agent thereof, with full power of substitution, as the Borrowers' true and lawful attorney-in-fact with full power, in its own name or in the name of the Borrowers: (a) to endorse any notes, checks, drafts, money orders or other instruments of payment (including payments payable under or with respect to any policy of insurance to the extent of Administrative Agent's interest therein) relating to the Collateral or in connection therewith, to sign and endorse any invoices, drafts against debtors, assignments, verifications and notices in connection with Accounts and other documents relating to the Collateral; (b) to give written notice to such officials of the United States Post Office to effect such change or changes of address so that all mail addressed to the Borrowers may be delivered

directly to a Post Office Box or to such other depository as may be selected by the Administrative Agent and consented to by the Borrowers and to receive, open and dispose of mail addressed to the Borrowers or as otherwise agreed by the Borrowers; (c) to pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral; (d) to receive payment of, receipt for, settle, compromise or adjust and give discharges and releases for or in respect of any and all moneys, claims and other amounts due and to become due at any time under or arising out of the Collateral; (e) to defend any suit, action or proceeding brought against the Borrowers with respect to any Collateral; (f) to settle, compromise or adjust any suit, action or proceeding described above and in connection therewith, to give such discharges or releases as the Administrative Agent may deem appropriate and, generally, to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Administrative Agent was the absolute owner thereof for all purposes; (g) without limiting the generality of the foregoing, with respect to the Accounts:

(i) to take, demand, collect, receive and give acquittances, releases and receipts for any and all moneys due or to become due in the name of the Borrowers or in the name of the Administrative Agent or otherwise and to take possession of and endorse and collect any notes, checks, drafts, money orders or other instruments of payment (including payments payable under or with respect to any policy of insurance) relating thereto or in connection therewith and to file any claim and to take any other action in any court of law or equity or otherwise deemed appropriate by the Administrative Agent for the purpose of collecting any and all such moneys whenever payable relating thereto, although the Administrative Agent shall not be required or be obligated in any manner to make any demand or to make any inquiry as to the nature or sufficiency of any payment received by it, or to present or file any claim or take any action to collect or enforce the payment of any amounts which may have been assigned to it or to which it may be entitled hereunder at any time or times; and

(ii) to direct obligors on Accounts or any other party liable for the payment thereof to make payment of any and all moneys at any time payable in connection therewith directly to the Administrative Agent or to an agent specified by it, subject, however, to any prior right of any factor under and pursuant to a factoring agreement between the Borrowers and the factor; and notwithstanding the foregoing, neither this Agreement nor the receipt by the Administrative Agent of any payment pursuant thereto or hereto shall cause the Administrative Agent to be under any obligation or liability in any respect to any obligor or any other party for the performance or observance of any of the representations, warranties, conditions or terms of any invoice, agreement or other document issued or executed in connection with the Accounts; and

(h) without limiting the generality of the foregoing and with respect to the Inventory and Equipment:

(i) without notice to the Borrowers, to enter upon and into the premises of the Borrowers without liability for trespass, loss or damage and to remove all of the Inventory and/or Equipment and all books, records, invoices and other documentation relating thereto; and

(ii) to require the Borrowers to assemble or package the Inventory and/or Equipment and make it available to the Administrative Agent at a location reasonably convenient to the parties, to be designated by the Administrative Agent, where it will remain at the Borrowers' expense pending sale or other disposition by the Administrative Agent.

6.3 Sale of the Collateral. In the event the Administrative Agent, upon the occurrence and continuance of an Event of Default, determines that the Collateral should be sold to satisfy all or any part of the Obligations, the Administrative Agent may dispose of the Collateral in whole or in part at public or private sale, and any notice required to be given shall be given in accordance with Section 7.1 hereof at least five (5) days before the proposed sale. The parties agree said notice shall be reasonable, provided that the Administrative Agent need not give such notice with respect to Collateral which is perishable or threatens to decline speedily in value or is of a type customarily sold on a recognized market. The Borrowers shall remain liable for any deficiency resulting from any sale of the Collateral and shall pay such deficiency promptly upon the Administrative Agent's demand.

6.4 Expense of Collection and Sale. The Borrowers agree to pay all reasonable costs and expenses incurred by the Administrative Agent or the Lenders in enforcing, collecting or realizing upon the Obligations or the Collateral in accordance with this Pledge and Security Agreement (including, but without limitation, reasonable attorneys' fees and expenses).

6.5 Exercise of Remedies. If the Obligations are now or hereafter secured by property other than the Collateral, or by any guaranty, endorsement or property now or hereafter owned by any other person, firm or corporation, then the Administrative Agent shall have the right in its sole discretion to determine which rights, security, liens, security interests or remedies the Administrative Agent shall at any time pursue, relinquish, subordinate, modify or take any other action with respect to, without in any way modifying or affecting any such rights or any of the Administrative Agent's rights hereunder.

SECTION 7. MISCELLANEOUS

7.1 Notices. Any notice to the Administrative Agent or the Borrowers shall be deemed effective only if sent in accordance with the terms of Section 9.01 of the Credit Agreement.

7.2 Waivers. The Borrowers expressly waive notice of nonpayment or protest, demand or presentment in relation to the Obligations or the Collateral. No delay or omission of the Administrative Agent or any Lender in exercising or enforcing any of its rights, powers, privileges, options or remedies under this Pledge and Security Agreement or any other agreement or promissory note between the Administrative Agent or any Lender and the Borrowers shall constitute a waiver thereof, and no waiver by the Administrative Agent or any Lender of any Event of Default by the Borrowers shall operate as a waiver of any other Event of Default. Except for the terms and provisions of the Credit Agreement, any promissory notes and other security agreements now existing or hereafter executed and delivered to the Administrative Agent by the Borrowers (which terms and provisions are specifically deemed to be in addition to and not in derogation of the terms and provisions hereof and of the Credit Agreement), this

Agreement constitutes the entire understanding between the Borrowers and the Administrative Agent or any Lender with respect to the subject matter hereof and supersedes all prior written or oral communications or understandings. No term or provision of this Agreement shall be waived, altered or modified except in writing signed by the parties hereto. All rights and remedies of the Administrative Agent and the Lenders under this Agreement shall be cumulative and not alternative or exclusive of any rights or remedies provided by law and may be exercised by the Administrative Agent at such time or times and in such order as the Administrative Agent, in its sole discretion, may determine and are for the sole benefit of the Administrative Agent and the Lenders and the exercise or failure to exercise such shall not result in liability to the Borrowers or others except in the event of willful misconduct or gross negligence by the Administrative Agent or the Lenders, and in no event shall the Administrative Agent or any Lender be liable for more than it actually receives as a result of the exercise or failure to exercise of such rights and remedies. Neither the Administrative Agent nor any Lender shall be liable for any failure by it to comply with any recording, re-recording, filing, refiling or other legal requirement necessary to establish or maintain the validity, priority or enforceability of the Administrative Agent's and the Lenders' rights in and to the Collateral or any part thereof. The Administrative Agent shall have the right to fill in any blank spaces left in this Pledge and Security Agreement (including the names of the Borrowers), to date this Agreement and to correct obvious errors herein.

7.3 Successors and Survival. This Agreement shall remain in full force and effect until terminated as to future transactions by written agreement of the parties. The Borrowers may not transfer or assign any of its rights, interest or obligations hereunder without the prior written consent of the Administrative Agent. This Agreement shall be binding upon the Borrowers and shall inure to the benefit of the Lenders and their respective successors and assigns and to the permitted successors and assigns of the Borrowers. All representations, warranties and covenants contained herein or in any other agreement between the Administrative Agent or any Lender and the Borrowers shall survive the execution hereof and thereof and the granting of the loans or advances pursuant hereto or thereto until the Obligations shall have been paid in full.

7.4 Security Interest Absolute. All rights of the Administrative Agent hereunder, the security interest of the Administrative Agent hereunder and all obligations of the Borrowers hereunder shall be absolute and unconditional irrespective of (i) any lack of validity or enforceability of the Credit Agreement or any other agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (ii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Obligations or any other amendment or waiver of or consent to any departure from the Credit Agreement or any other agreement or instrument, (iii) any exchange, release or nonperfection of any other Collateral, or any release amendment or waiver of or consent to or departure from any guaranty of all or any of the Obligations, or (iv) any other circumstance which might otherwise constitute a defense available to, or discharge of, the Borrowers or any other obligor in respect of the Obligations or in respect of this Pledge and Security Agreement.

7.5 Captions. The headings of Sections in this Pledge and Security Agreement are for convenience only; they form no part of this Pledge and Security Agreement and shall not affect its interpretation.

7.6 Severability. If any provision of this Pledge and Security Agreement shall be or become illegal or unenforceable, in whole or in part, for any reason whatsoever, the remaining provisions shall nevertheless be deemed valid, binding and subsisting.

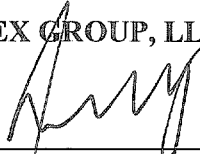
7.7 Conflict. In the event that any of the terms and conditions of this Pledge and Security Agreement are in conflict with terms and conditions of any other agreement (other than the Credit Agreement) between the Borrowers and the Administrative Agent or any Lender, the terms and conditions of this Pledge and Security Agreement shall supersede any such other provisions.

7.8 Choice of Law Construction. This Pledge and Security Agreement shall be construed in accordance with the internal laws (and not the law of conflicts) of the State of New York.

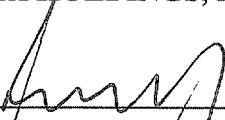
7.9 Collection Days. Interest on all uncollected remittances shall be paid at the applicable interest rates, under the Credit Agreement, as if each remittance were received one business day after its actual receipt. Such interest will be payable monthly in arrears.

IN WITNESS WHEREOF, the Borrowers have caused this Pledge and Security Agreement to be duly executed and delivered by the Borrowers' proper and duly authorized officer as of the day and year first above written.

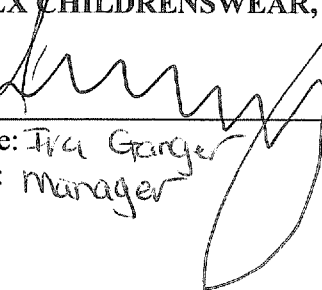
AMEREX GROUP, LLC

By: 
Name: I/A Garber
Title: manager

AMEREX HOLDINGS, LLC

By: 
Name: Iva Garger
Title: Manager

AMEREX CHILDRENSWEAR, LLC

By: 
Name: Iva Garger
Title: manager

STATE OF New York)
) ss.:
COUNTY OF New York)

On the 15th day of July, 2008, before me, the undersigned personally appeared Ira Granger, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument, and that such individual made such appearance before the undersigned in the City of New York, County of New York, and State of New York.

Janelle Telesford
Notary Public

JANELLE TELESFORD
NOTARY PUBLIC, State of New York
No. 01TE6159822
Qualified in Queens County
Commission Expires January 29, 2011

BORROWERS' ORGANIZATIONAL, ETC. INFORMATION

I. AMEREX GROUP LLC

1. Type of Entity:

Limited Liability Company

2. State of Organization:

Delaware

3. Organizational Identification Number:

4. Chief Executive Offices:

5. Principal Places of Business:

6. Locations Records Pertaining to Collateral:

7. Locations of Equipment and Inventory:

8. Tradename(s):

9. Tradestyle(s):

II. AMEREX HOLDINGS LLC

1. Type of Entity:

Limited Liability Company

2. State of Organization:

Delaware

3. Organizational Identification Number:

4. Chief Executive Offices:

5. Principal Places of Business:

6. Locations Records Pertaining to Collateral:

7. Locations of Equipment and Inventory:

8. Tradename(s):

10. Tradestyle(s):

BORROWERS' ORGANIZATIONAL, ETC. INFORMATION

I. AMEREX GROUP LLC

1. Type of Entity:

Limited Liability Company

2. State of Organization:

Delaware

3. Organizational Identification Number:

20-3945351

4. Chief Executive Offices:

512 Seventh Avenue, New York, New York 10018

5. Principal Places of Business:

512 Seventh Avenue, New York, New York 10018

6. Locations Records Pertaining to Collateral:

512 Seventh Avenue, New York, New York 10018

499 Seventh Avenue, New York, New York 10018

112 West 34th Street, New York, New York 10120

Berks Warehousing & Trucking Corp., 4000 Bordentown Avenue, Sayreville, NJ 08872

Dynamic Handling, 200 Central Ave, South Kearny, NJ 07032

Apex, 590 Belleville Turnpike, Bldg #18A, Kearny, NJ 07032

PDSI, 14141 Alondra Blvd, Santa Fe Springs, CA 90670

Kohmar Distribution, 413 West Chickasaw, McAlester, Oklahoma 74501

Kohmar Distribution 786 East Central Avenue, Unit B, San Bernadino, CA 92408

Operon Distribution, 18501 East Arenth Avenue, City of Industry, CA 91748

Charles Komar and Sons Inc., 10 Komar Drive, McAlester, Oklahoma 74501

7. Locations of Equipment and Inventory:

512 Seventh Avenue, New York, New York 10018

499 Seventh Avenue, New York, New York 10018

112 West 34th Street, New York, New York 10120

Berks Warehousing & Trucking Corp., 4000 Bordentown Avenue, Sayreville, NJ 08872

Dynamic Handling, 200 Central Ave, South Kearny, NJ 07032

Apex, 590 Belleville Turnpike, Bldg #18A, Kearny, NJ 07032

PDSI, 14141 Alondra Blvd, Santa Fe Springs, CA 90670

Kohmar Distribution, 413 West Chickasaw, McAlester, Oklahoma 74501

Kohmar Distribution 786 East Central Avenue, Unit B, San Bernadino, CA 92408

Operon Distribution, 18501 East Arenth Avenue, City of Industry, CA 91748

Charles Komar and Sons Inc., 10 Komar Drive, McAlester, Oklahoma 74501

8. Tradename(s):

[NONE]

9. Tradestyle(s):

[NONE]

II. AMEREX HOLDINGS LLC

1. Type of Entity:

Limited Liability Company

2. State of Organization:

Delaware

3. Organizational Identification Number:

20-4009050

4. Chief Executive Offices:

512 Seventh Avenue, New York, New York 10018

5. Principal Places of Business:

512 Seventh Avenue, New York, New York 10018

6. Locations Records Pertaining to Collateral:

[NONE]

7. Locations of Equipment and Inventory:

[NONE]

8. Tradename(s):

[NONE]

10. Tradestyle(s):

[NONE]

III. AMEREX CHILDRENSWEAR LLC

1. Type of Entity:

Limited Liability Company

2. State of Organization:

Delaware

3. Organizational Identification Number:

26-2946302

4. Chief Executive Offices:

512 Seventh Avenue, New York, New York 10018

5. Principal Places of Business:

512 Seventh Avenue, New York, New York 10018

6. Locations Records Pertaining to Collateral:

512 Seventh Avenue, New York, New York 10018

499 Seventh Avenue, New York, New York 10018

112 West 34th Street, New York, New York 10120

Berks Warehousing & Trucking Corp., 4000 Bordentown Avenue, Sayreville, NJ 08872

Dynamic Handling, 200 Central Ave, South Kearny, NJ 07032

Apex, 590 Belleville Turnpike, Bldg #18A, Kearny, NJ 07032

PDSI, 14141 Alondra Blvd, Santa Fe Springs, CA 90670

Kohmar Distribution, 413 West Chickasaw, McAlester, Oklahoma 74501

Kohmar Distribution 786 East Central Avenue, Unit B, San Bernadino, CA 92408

Operon Distribution, 18501 East Arenth Avenue, City of Industry, CA 91748

Charles Komar and Sons Inc., 10 Komar Drive, McAlester, Oklahoma 74501

7. Locations of Equipment and Inventory:

512 Seventh Avenue, New York, New York 10018

499 Seventh Avenue, New York, New York 10018

112 West 34th Street, New York, New York 10120

Berks Warehousing & Trucking Corp., 4000 Bordentown Avenue, Sayreville, NJ 08872

Dynamic Handling, 200 Central Ave, South Kearny, NJ 07032

Apex, 590 Belleville Turnpike, Bldg #18A, Kearny, NJ 07032

PDSI, 14141 Alondra Blvd, Santa Fe Springs, CA 90670

Kohmar Distribution, 413 West Chickasaw, McAlester, Oklahoma 74501

Kohmar Distribution 786 East Central Avenue, Unit B, San Bernadino, CA 92408

Operon Distribution, 18501 East Arenth Avenue, City of Industry, CA 91748

Charles Komar and Sons Inc., 10 Komar Drive, McAlester, Oklahoma 74501

8. Tradename(s):

[NONE]

11. Tradestyle(s):

[NONE]

EQUIPMENT

Office furniture, fixtures and equipment, including, without limitation, computer equipment, telecommunications equipment and the like located at the Borrowers' premises.

Garment racks, hangars, mannequins, steamers and other showroom equipment

COPYRIGHTS

None.

LICENSING AGREEMENTS

License Agreements for Which
Licensor Consents Will be Delivered

<u>LICENSOR</u>	<u>LICENSEE</u>	<u>MARKS</u>	<u>TERM DATES</u>
William Carter Company	Amerex Group Inc.	Oshkosh Oshkosh B'Gosh (related marks)	1/1/07 – 12/31/10
Jones Investment Co.	Amerex Group Inc.	Jones NY	1/1/07 – 12/31/09
Wrangler Apparel Corp.	Amerex Group Inc.	Wrangler Hero	1/1/08 – 12/31/09
PGH Company	Amerex Group Inc.	Adolfo	Month to month
IP Holdings LLC (Iconix)	Amerex Group, Inc.	London Fog	8/28/06 – 12/31/11
IP Holdings LLC (Iconix)	Amerex Group, Inc.	Mudd	1/1/06 – 12/31/08
International Brand Management	Amerex Group Inc	Hydraulic	1/1/06 – 12/31/09
William Carter Company	Samara Brothers LLC	Carter's Marks Oshkosh Marks	Expires 12/31/11

PATENTS



None.

TRADEMARKS

See Annexed Schedule of Trademarks

Friday, June 27, 2008

Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
46446 NY-443115-00017	Australia	G AND DESIGN 	Class 25: Articles of weatherproof clothing, articles of sports clothing, articles of underclothing, sweaters, T-shirts, scarves, footwear being articles of clothing and hoods being articles of clothing		A319528 28-Jun-78	Registered
Registrant Gerry Sportswear Company LLC						
46459 NY-443115-00017	Austria	G AND DESIGN 	18/ Bags, sports bags, hunting bags, camping bags, rucksacks, back packs and frames, cycle packs; rucksacks, back packs and frames for animals, saddlebags, saddle packs; travel requirements (with comb, brush, mirror) of leather, traveling bags, hand cases 20/ Sleeping bags 22/ Tents; parts and accessories therefor 25/ Articles of clothing in particular protective clothing against cold and dampness; sports clothing, underclothing, pullovers, vests, T-shirts, gloves, footwear at head-gear 28/ Sporting articles, as far as they are not included in other classes	AMI657/78	89 733 30-Nov-78	Registered
Registrant Gerry Sportswear Company LLC						

 DORSEY

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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
46466 NY-443115-00017	Austria	GERRY	Class 25: Clothing	99 367	99 367 30-Apr-82	Registered
Registrant Gerry Sportswear Company LLC						
61783 Not Applicable	Canada	ALPINE STUDIO	Outerwear, namely men's, women's and children's coats, jackets, snowsuits, snow pants, vests, rainwear and gloves; sportswear, namely men's, women's and children's shirts, pants, shorts, sweaters and socks	1197826 24-Nov-03	623397 25-Oct-04	Registered
Registrant AMEREX GROUP INC.						
46918 NY-443115-00005	Canada	AUSABLE	Class 25: Fishing vests	617501 21-Oct-88	360409 15-Sep-89	Registered
Registrant Amerex (USA), Inc.						
46424 NY-443115-00017	Canada	MAMBOSOK	Class 25: Clothing, namely, pullover shirts, button shirts, t-shirts, hats, shorts, trousers, jackets and coats	704882 15-May-92	426179 15-Apr-94	Registered
Registrant Gerry Sportswear Company LLC						
46425 NY-443115-00017	Canada	MAMBOSOK	Class 25: Headgear, namely caps; Cap worn on the head for the active sportswear market	683117 29-May-91	429328 24-Jun-94	Registered
Registrant Gerry Sportswear Company LLC						



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction


New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
63188 Not Applicable	WIPO	MAMBOSOK	Class 9: Eyewear, namely, sunglass, goggles, snow goggles Class 14: Watches, pocket watches and clocks Class 16: Catalogs, books, pamphlets, and other publications Class 18: Bicycle touring bags, luggage and equipment bags, horse packs, dog packs, animal packs, pack frames, pack bags, backpacks, fanny packs and hydration packs Class 20: Tent parts and accessories, namely, tent poles and foam pads and outdoor sleeping bags Class 25: Footwear, socks, parkas, ponchos, pants, underwear, down vests, sweaters hoods and raincoats, jackets, vests, t-shirts, swimsuits, shirts, shorts, hats, caps, gloves, mittens, scarves Class 22: Tent flies.	Z1230768 22-Apr-04	843 530 24-Mar-05	Registered

Registrant
Gerry Sportswear Company LLC



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
46443 NY-443115-00017	Denmark	GERRY	Sportswear made of non-knitted fabrics (the registration does not cover footwear)	VA 3887 1981 16-Sep-81	VR 661 1985 15-Feb-85	Registered
Registrant Gerry Sportswear Company LLC						
63185 Not Applicable	European Union	G AND DESIGN 	Class 9: Eyewear, namely, sunglasses, goggles, snow goggles Class 14: Watches, pocket watches and clocks Class 16: Catalogs, books, pamphlets, and other publications Class 18: Bicycle touring bags, luggage and equipment bags, horse packs, dog packs, animals packs, pack frames, pack bags, backpacks, fanny packs and hydration packs	3.816.667 03-May-04	003816667 08-Sep-05	Registered
Registrant Gerry Sportswear Company LLC			Class 20: Tent parts and accessories, namely, tent poles and tent flies, foam pads and outdoor sleeping bags Class 25: Footwear, socks, parkas, ponchos, pants, underwear, down vests, sweaters, hoods and raincoats, jackets, vests, t-shirts, sweaters, shirts, shorts, hats, caps, gloves, mittens, scarves			



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
44469 NY-443115-00003	European Union	STATIC	Class 25: Ladies', men's and children's clothing, namely, pants, shorts, shirts, coats, vests, rainwear, sweaters, socks, gloves, underwear and belts	1764778 19-Jul-00	1764778 20-May-02	Registered
Registrant AMEREX GROUP INC.						
64497 Not Applicable	European Union	WEATHER TAMER	Class 3: Bleaching preparations and other substances for laundry use; cleaning, polishing, scouring and abrasive preparations; soaps; perfumery, essential oils, cosmetics, hair lotions; dentifrices; including cosmetics; skin care products, namely non-medicated skin care preparations; sunscreen preparations. Class 18: Leather and imitations of leather, and goods made of these materials and not included in other classes; animal skins, hides; trunks and travelling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery; including backpacks; all purpose sport bags; beach bags; garment bags; duffel bags; overnight bags; school bags; travel bags; shoulder bags. Class 25: Clothing, footwear; headgear; including clothing, namely, women's men's and children's outerwear, namely, coats, jackets, snowsuits, snow pants, ski bibs and gloves; headgear, namely, hats and caps; footwear.	4.075.974 18-Oct-04	004075974 17-Jan-06	Registered
Registrant AMEREX GROUP INC.						




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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
47076 NY-443115-6	Finland	GERRY	18/ Backpacks, sportsbags (all purpose), other bags and pouches 20/foam pads 22/Tents, tent parts and accessories, namely, tent poles, tent flies 25/Clothing, outerwear and footwear	T200102973 05-Oct-01	238837 15-Mar-07	Registered
Registrant Gerry Sportswear Company LLC 46441 NY-443115-00017	France	G AND DESIGN 	Ropes, fiddles, nets, tents, tarpaulins, sails, bags (not included in other classes); padding materials (except of rubber or of plastics); raw fibrous textiles Clothing, footwear, headgear; Games, toys; gymnastics apparatus and sports not included in other classes; decorations for Christmas trees	103277 17-Jan-89	1527539 13-Oct-89	Registered
Registrant Gerry Sportswear Company LLC						

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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
46444 NY-443115-00017	France	GERRY	Ropes, ficelles, nets, tents, tarpaulins, sails, bags (not included in other classes); padding materials (except of rubber or of plastics); raw fibrous textiles Clothing, footwear, headgear; Games, toys; gymnastics apparatus and sports not included in other classes; decorations for Christmas trees	103276 17-Jan-89	1527538	Registered
Registrant						
Gerry Sportswear Company LLC						
46460 NY-443115-00017	Germany	G AND DESIGN 	Articles of clothing for protection against cold against water, articles of sports clothing, articles of underclothing, sweaters, t-shirts, scarves, footwear being articles of clothing and hoods being articles of clothing	986655 17-Jul-88		Registered
Registrant						
Gerry Sportswear Company LLC						
61189 Not Applicable	India	WEATHER TAMER	Clothing, namely, men's, women's and children's outerwear and sportswear	1228298 28-Aug-03	1228298 28-Aug-03	Registered
Registrant						
AMEREX GROUP INC.						



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
47695 NY-443115-6	Ireland	GERRY	18/ Backpacks, sport bags (all purpose), other bags and pouches 20/ Sleeping bags 22/ Tents; parts and accessories therefore 25/ Clothing, outerwear and footwear	2002/00535 11-Mar-02	223713 11-Mar-02	Registered

Registrant

Gerry Sportswear Company LLC



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
63188/WP-JP Not Applicable	Japan	MAMBOSOK	Class 9: Eyewear, namely, sunglass, goggles, snow goggles Class 14: Watches, pocket watches and clocks Class 16: Catalogs, books, pamphlets, and other publications Class 18: Bicycle touring bags, luggage and equipment bags, horse packs, dog packs, animal packs, pack frames, pack bags, backpacks, fanny packs and hydration packs Class 20: Tent parts and accessories, namely, tent poles and foam pads and outdoor sleeping bags Class 25: Footwear, socks, parkas, ponchos, pants, underwear, down vests, sweaters hoods and raincoats, jackets, vests, t-shirts, swimsuits, shirts, shorts, hats, caps, gloves, mittens, scarves Class 22: Tent flies.	Z1230768 22-Apr-04	843 530 24-Mar-05	Registered

Registrant
Gerry Sportswear Company LLC



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
47945 NY-443115-0013	Japan	WEATHER TAMER	3/Cosmetics; soaps, perfumery, fragrances and incenses; adhesives for wigs; false nails; false eyelashes; adhesives for false eyelashes; tooth pastes; antistatic preparations for household purposes; degreasers for household processes; rust moving preparations; stain removing benzine; laundry softeners; laundry bleachers; laundry starchers; funori for laundry; polishing preparations; abrasive papers; abrasive cloths; abrasive sands; pumice stones; polishing papers; plashing cloth; shoe creams; shoe black (shoe polish); paint removing preparation	2002-67404 08-Aug-02	4685600 27-Jun-03	Registered
			9/Sunglasses; other glasses; ear plugs; processed glasses (not for constructions); arc-welding machines; metal melt-cutters; electric welding machines; ozone generators; electrolyte cells; egg graders; cash register; coin counting or sorting machines; work recording machines; manual calculators; drawing or drafting machines and instruments; timestamps; time recorders; punch card systems; vote computing machines; billing machines; postage; postage stamp checking apparatus; automatic vending machines; gasoline station equipment; coin-operated gates for car parks; life-saving equipment; fire extinguishers; five hydrants; nozzles for fire hoses; sprinklers; fire alarms; gas alarms; burglar alarms systems; protective helmets; railway signals; triangular signs for vehicle accidents; luminous or mechanical road signs; diving machines and apparatus; TV game machines for business use; electric door openers; vehicle driving simulators; sports training simulators; physiochemical apparatus and instruments; photographic apparatus and instruments; motion picture apparatus and instruments; optical apparatus and instruments; measuring			

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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
			apparatus and instruments; electrical distribution or control machines and apparatus; rotary converters; phase modifiers; batteries; electric or magnetic meters and testers; electric wires and cables; electric irons; electric hair curlers; electric buzzers; electric communications machines and apparatus; applied electronic machines and apparatus and their parts; magnetic cores; resistance wires; electrodes; fireboats; rockets; fire engines; cigar lighters for cars; protection gloves; dust masks; gas masks; welding masks; fireproof garments; TV game toys for home use; electronic circuits or CD-ROMs storing programs for portable LC game toys; slot machines; weight belts; wetsuits; inflatable swimming floats; sports helmets; air tanks; beat boards; regulators; records; metronomes; electronic circuits and CF-ROMs storing automatic playing programs for electronic musical instruments; slide rules; cinematographic films; transparencies; slide film mounts; prerecorded video disks and video tapes; electronic publications			
			14/Watches and clocks; precious metals; tableware of precious metal; nut-cracker, pepper shakers, sugar bowls, salt shakers, egg stands, napkin holders and napkin rings, trays and tooth pick holders all of precious metal; vases and flower bowls of precious metal; candle extinguishers and candle stands of precious metal; coin purses and wallets of precious metal; shoe ornaments of precious metal; compacts of precious metal; smoking articles of precious metal; personal ornaments; gemstone and rough gemstone and their imitations; trophies; commemorative shields; key rings			




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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
Registrant AMEREX GROUP INC.						
46950 NY-443115-00013	Japan	WEATHER TAMER	18/Umbrellas; bags; pouches; leathers; vanity cases; metal bag fittings; purse clasps; walking sticks; canes; metal parts of canes and walking sticks; handles of canes and walking sticks; saddlery; clothing for pets	2001-21438 09-Mar-01	4538149 25-Jan-02	Registered
Registrant AMEREX GROUP INC.						

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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
62761 Not Applicable	Korea (South)	G AND DESIGN 	Class 9: Sunglasses. Class 14: Wrist watches, stopwatches, pocket watches, wall clocks, table clocks, and alarm clocks. Class 18: Backpacks, suitcases, portable cosmetic cases (empty), fanny packs, garment bags, travel bags, knapsacks, and school bags. Class 25: Overcoats, short coats, long coats, rain coats, jackets, parkas, snowsuits, snow pants, jumpsuits, vests, rainwear, winter gloves, mittens, sweatshirts, sweatpants, short sleeve shirts, sports shirts, dress shirts, polo shirts, t-shirts, trousers, blue jean pants, slacks, scarves, hats, sweaters, socks, shorts, mountaineering shoes, hiking boots, track shoes, running shoes, clogs, sandals, pants suspenders, and swimwear.	40-2004-13629 25-Mar-04	633207 29-Sep-05	Registered

Registrant
Gerry Sportswear Company LLC



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
63188/WP-KR Not Applicable	Korea (South)	MAMBOSOK	Class 9: Eyewear, namely, sunglasses, goggles, snow goggles Class 14: Watches, pocket watches and clocks Class 16: Catalogs, books, pamphlets, and other publications Class 18: Bicycle touring bags, luggage and equipment bags, horse packs, dog packs, animal packs, pack frames, pack bags, backpacks, fanny packs and hydration packs Class 20: Tent parts and accessories, namely, tent poles and foam pads and outdoor sleeping bags Class 25: Footwear, socks, parkas, ponchos, pants, underwear, down vests, sweaters hoods and raincoats, jackets, vests, t-shirts, swimsuits, shirts, shorts, hats, caps, gloves, mittens, scarves Class 22: Tent flies.	Z1230768 22-Apr-04	843 530 24-Mar-05	Registered
Registrant Gerry Sportswear Company LLC						
46827 NY-443115	Mexico	COMFY	Class 20: Sleeping bags for camping	476841 20-Mar-01	751535 26-Jun-02	Registered
Registrant Gerry Sportswear Company LLC						



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
46826 NY-443115	Mexico	COMFY	Class 25: Down insulated outdoor jackets, insulated pants, ladies cold weather jackets, men's cold weather jackets, reversible vests and vests	476840 20-Mar-01	751534 26-Jun-02	Registered
Registrant Gerry Sportswear Company LLC						
61618 Not Applicable	Mexico	G AND DESIGN 	Clothing	627448 31-Oct-03	826418 31-Oct-03	Registered
Registrant Gerry Sportswear Company LLC						
63462 Not Applicable	Mexico	G AND DESIGN 	Class 9: Eyewear, namely, sunglasses, goggles, snow goggles	658,191 26-May-04	847685 18-Aug-04	Registered
Registrant Gerry Sportswear Company LLC						
63463 Not Applicable	Mexico	G AND DESIGN 	Class 14: Watches, pocket watches and clocks	658,194 26-May-04	856370 26-Oct-04	Registered
Registrant Gerry Sportswear Company LLC						



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
63464 Not Applicable	Mexico	G AND DESIGN 	Class 16: Catalogs, books, pamphlets, and other publications	658,197 26-May-04		Pending
Registrant Gerry Sportswear Company LLC						
63465 Not Applicable	Mexico	G AND DESIGN 	Class 18: Bicycle touring bags, luggage and equipment bags, horse packs, dog packs, animal packs, pack frames, pack bags, backpacks, fanny packs and hydration packs	658,200 26-May-04	845845 10-Aug-04	Registered
Registrant Gerry Sportswear Company LLC						
63455 Not Applicable	Mexico	GERRY	Class 9: Eyewear, namely, sunglasses, goggles, snow goggles	658,190 26-May-04	845844 10-Aug-04	Registered
Registrant Gerry Sportswear Company LLC						
63456 Not Applicable	Mexico	GERRY	Class 14: Watches, pocket watches and clocks	658,193 26-May-04	846442 13-Aug-04	Registered
Registrant Gerry Sportswear Company LLC						

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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
61616 Not Applicable	Mexico	GERRY	Clothing	627449 31-Oct-03	861241 29-Nov-04	Registered
Registrant Gerry Sportswear Company LLC						
63468 Not Applicable	Mexico	MAMBOSOK	Class 9: Eyewear, namely, sunglasses, goggles, snow goggles	658,192 26-May-04	869779 25-Feb-05	Registered
Registrant Gerry Sportswear Company LLC						
63469 Not Applicable	Mexico	MAMBOSOK	Class 14: Watches, pocket watches and clocks	658,195 26-May-04	864254 16-Dec-04	Registered
Registrant Gerry Sportswear Company LLC						
63470 Not Applicable	Mexico	MAMBOSOK	Class 16: Catalogs, books, pamphlets, and other publications	658,198 26-May-04	869780 25-Feb-05	Registered
Registrant Gerry Sportswear Company LLC						
63471 Not Applicable	Mexico	MAMBOSOK	Class 18: Bicycle touring bags, luggage and equipment bags, horse packs, dog packs, animal packs, pack frames, pack bags, backpacks, fanny packs and hydration packs	658,201 26-May-04	869781 25-Feb-05	Registered
Registrant Gerry Sportswear Company LLC						



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
63472 Not Applicable	Mexico	MAMBOSOK	Class 20: Tent parts and accessories, namely, tent poles and tent flies, foam pads and outdoor sleeping bags	658,204 26-May-04	864255 16-Dec-04	Registered
Registrant Gerry Sportswear Company LLC						
63473 Not Applicable	Mexico	MAMBOSOK	Class 25: Footwear, socks, parkas, ponchos, pants, underwear, down vests, sweaters, hoods and raincoats, vests, t-shirts, swimsuits, shirts, shorts, hats, caps, gloves, mittens, scarves	658,205 26-May-04		Pending
Registrant Gerry Sportswear Company LLC						
46463 NY-443115-00017	New Zealand	G AND DESIGN 	Class 25: Clothing		B124313 12-Jun-85	Registered
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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction


New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
63188/W-RU Not Applicable	Russian Federation	MAMBOSOK	Class 9: Eyewear, namely, sunglass, goggles, snow goggles Class 14: Watches, pocket watches and clocks Class 16: Catalogs, books, pamphlets, and other publications Class 18: Bicycle touring bags, luggage and equipment bags, horse packs, dog packs, animal packs, pack frames, pack bags, backpacks, fanny packs and hydration packs Class 20: Tent parts and accessories, namely, tent poles and foam pads and outdoor sleeping bags Class 25: Footwear, socks, parkas, ponchos, pants, underwear, down vests, sweaters hoods and raincoats, jackets, vests, t-shirts, swimsuits, shirts, shorts, hats, caps, gloves, mittens, scarves Class 22: Tent flies.	Z1230768 22-Apr-04	843 530 24-Mar-05	Registered

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New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
46464 NY-443115-00017	Sweden	G AND DESIGN 	18/ Leather and imitations of leather, and articles made from these materials and not included in other classes; skins; hides; trunks and traveling bags; umbrellas, parasols and walking sticks; whips, harness and saddlery 20/ Furniture, mirrors, picture frames; articles (not included in other classes) of wood, cork, reeds, cane, wicker, horn, bone, ivory, whale bone, shell, amber, mother-of-pearl, meerschaum, celluloid and substitutes for all these materials, or of plastics 22/ Ropes, string, nets, tents, awnings, tarpaulins, sails, sacks; padding and stuffing materials (hair, capoc, feathers, seaweed, etc.); raw fibrous textile materials 25/ Clothing including boots, shoes and slippers 28/ Games and playthings; gymnastics and sporting articles (except clothing); ornaments and decorations for Christmas trees	165,436	165436 10-Nov-78	Registered

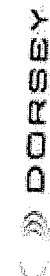
Registrant
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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
46439 NY-443115-00017	Switzerland	G AND DESIGN 	Class 25: Clothing		296640 15-Feb-79	Registered Renew
Registrant Gerry Sportswear Company LLC						
46438 NY-443115-00006	Switzerland	GERRY	Class 25: Clothing	4943 16-Sep-81	314119 28-May-82	Registered
Registrant Gerry Sportswear Company LLC						



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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction



New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
63201 Not Applicable	Taiwan	G AND DESIGN 	Class 9: Eyewear, namely, sunglass, goggles, snow goggles Class 14: Watches, pocket watches and clocks Class 16: Catalogs, books, pamphlets, and other publications Class 18: Luggage and sporting bags, horse packs, dog packs, animal packs, pack frames, pack bags, backpacks, and fanny packs Class 20: Tent parts and accessories, namely, tent poles and tent flies, foam pads and outdoor sleeping bags Class 25: Footwear, socks, parkas, ponchos, pants, underwear, down vests, sweaters hoods and raincoats, jackets, vests, t-shirts, swimsuits, shirts, shorts, hats, caps, gloves, mittens, scarves	093020141 04-May-04	1188079 16-Dec-05	Registered

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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
63202 Not Applicable	Taiwan	GERRY	Class 9: Eyewear, namely, sunglasses, goggles, snow goggles Class 14: Watches, pocket watches and clocks Class 16: Catalogs, books, pamphlets, and other publications Class 18: Luggage and sporting bags, horse packs, dog packs, animal packs, pack frames, pack bags, backpacks, and fanny packs. Class 20: Tent parts and accessories, namely, tent poles and tent flies, foam pads and outdoor sleeping bags Class 25: Footwear, socks, parkas, ponchos, pants, underwear, down vests, sweaters hoods and raincoats, jackets, vests, t-shirts, swimsuits, shirts, shorts, hats, caps, gloves, mittens, scarves	093020142 04-May-04	1188080 16-Dec-05	Registered
Registrant Gerry Sportswear Company LLC 46465 NY-443115-00017	United Kingdom	G AND DESIGN 	Class 25: Articles of clothing for protection against cold and against water, articles of sports clothing, articles of underclothing, sweaters, t-shirts, scarves, footwear being articles of clothing and hoods being articles of clothing		B1096935 10-Jun-85	Registered
Registrant Gerry Sportswear Company LLC						

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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
46440 NY-443115-00017	United Kingdom	GERRY	Class 25: Articles of clothing for protection against cold and against water, articles of sports clothing, articles of underclothing, sweaters, t-shirts, scarves, footwear being articles of clothing and hoods being articles of clothing	28651 10-Jun-78	1096936 30-Jul-95	Registered
Registrant						
Gerry Sportswear Company LLC						
46879 NY-443115-00001	United States of America	1 MADISON	Class 25: Women's outer wear, namely, rain wear, coats and jackets	76/039678 03-May-00		Pending Allowed
Registrant						
Amerex Group, LLC						
46882 NY-443115-00005	United States of America	AUSABLE	Class 25: Fishing vests	73/706217 19-Jan-88	1507275 04-Oct-88	Registered
Registrant						
Amerex Group, LLC						
68228 Not Applicable	United States of America	BOMBSHELL	Class 25: Jackets.	78/977126 30-Mar-04	3137296 29-Aug-06	Registered
Registrant						
Amerex Group, LLC						



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New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
46401 NY-443115-00017	United States of America	COMFY AND DESIGN 	Class 25: 25/ Down Insulated Outdoor Jackets, Insulated Pants, Ladies Cold Weather Jackets, Men's Cold Weather Jackets, Reversible Vests and Vests	73/160546 02-Mar-78	1184786 05-Jan-82	Registered
Registrant Amerex Group, LLC						
71033 Not Applicable	United States of America	ISABABIES	Class 25: clothing for infants, toddlers and children, namely, swim wear, swim cover-ups, rash guards and surfwear	77/178081 10-May-07		Pending Allowed
Registrant Amerex Group, LLC						
46975 NY-443115-00022	United States of America	LITTLE DIPPERS AND DESIGN 	Class 25: Children's bathing suits and beach wear	73/105741 08-Nov-76	1149881 31-Mar-81	Registered
Registrant K & R INTERNATIONAL, LLC						
46413 NY-443115-00017	United States of America	MAMBOSOK	Class 25: Clothing; namely, casual bottoms and tops	74/255125 13-Mar-92	1734957 24-Nov-92	Registered Renew
Registrant Amerex Group, LLC						

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New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
46414 NY-443115-00017	United States of America	MAMBOSOK	Class 25: Caps	74/162160 29-Apr-91	1700640 14-Jul-92	Registered Renew
Registrant Amerex Group, LLC						
62794 Not Applicable	United States of America	MAMBOSOK	Class 25: Parkas, jackets, vests, shirts and swimsuits.	78/392989 30-Mar-04	3325649 30-Oct-07	Registered
Registrant Amerex Group, LLC						
48440 NY-443115-13	United States of America	WEATHER TAMER	Class 25: Clothing, namely, women's, men's and children's outerwear, namely, coats, jackets, snowsuits, snow pants, ski bibs and gloves; headgear, namely, hats and caps; footwear	76/505755 11-Apr-03	2808418 27-Jan-04	Registered
Registrant Amerex Group, LLC						

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Amerex Group, LLC Trademark Portfolio Sorted by Jurisdiction

New & Old Docket No.	Jurisdiction	Trademark	Class(es) & Goods/Services	Application No. & Date	Registration No. & Date	Status & Substatus
63188 Not Applicable	WIPO	MAMBOSOK	Class 9: Eyewear, namely, sunglass, goggles, snow goggles Class 14: Watches, pocket watches and clocks Class 16: Catalogs, books, pamphlets, and other publications Class 18: Bicycle touring bags, luggage and equipment bags, horse packs, dog packs, animal packs, pack frames, pack bags, backpacks, fanny packs and hydration packs Class 20: Tent parts and accessories, namely, tent poles and foam pads and outdoor sleeping bags Class 25: Footwear, socks, parkas, ponchos, pants, underwear, down vests, sweaters hoods and raincoats, jackets, vests, t-shirts, swimsuits, shirts, shorts, hats, caps, gloves, mittens, scarves Class 22: Tent flies.	Z1230768 22-Apr-04	843 530 24-Mar-05	Registered

Registrant
Gerry Sportswear Company LLC

