

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Totes Isotoner Corporation	FORMERLY Totes, Inc.	07/08/2011	CORPORATION: OHIO

**RECEIVING PARTY DATA**

<b>Name:</b>	Wells Fargo Capital Finance, LLC
<b>Street Address:</b>	12 East 49th Street
<b>City:</b>	New York
<b>State/Country:</b>	NEW YORK
<b>Postal Code:</b>	10017
<b>Entity Type:</b>	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 148**

Property Type	Number	Word Mark
Registration Number:	2763070	ACORN
Registration Number:	3820154	ACORN
Registration Number:	2763071	ACORN
Registration Number:	2874173	ACORN COMFORT ON EARTH
Registration Number:	2891086	
Registration Number:	3820155	
Registration Number:	2917866	AFTER ACTIVE
Registration Number:	3373609	ANORAK WEATHER WEAR
Registration Number:	979477	ARIS
Registration Number:	2070171	AUTO CLUB
Registration Number:	2446972	BACKPACK UMBRELLA
Registration Number:	1329582	CHROMATICS
Registration Number:	2958122	CLASSIC COMFORT
Registration Number:	3127553	CLIP IT BACKPACK UMBRELLA

**CH \$3715.00 2763070**

**900198858**

**TRADEMARK  
 REEL: 004597 FRAME: 0434**

Registration Number:	2931969	CLIP N' GO 'BRELLA
Registration Number:	3616991	C-NOVA
Registration Number:	2272962	COMFORT ON EARTH
Registration Number:	2335576	COMFORT ON EARTH
Registration Number:	3055450	COMFORT ON EARTH
Registration Number:	3714128	COMFORT ON EARTH
Registration Number:	3722920	CONTOUR-FIT SOLE
Registration Number:	2272054	CONTOURS BY ISOTONER
Registration Number:	1423962	
Registration Number:	3235336	DOUBLE DUTY
Registration Number:	3735048	EARTHROAMER
Registration Number:	3794405	ECB
Registration Number:	3450641	ECO 'BRELLA
Registration Number:	3800649	ECO IMPRESSIONS
Registration Number:	3522058	ECOSENTIALS
Registration Number:	3450702	ECOSENTIALS
Registration Number:	1732120	ESNY
Registration Number:	3094742	ES NY
Registration Number:	1502032	EYE SCREENS
Registration Number:	2378137	EYE SCREENS TRENDS
Registration Number:	3851509	FLIPABLES
Registration Number:	1673884	GATOR GRIPS
Registration Number:	1192171	
Registration Number:	3298694	GRIPSTER
Registration Number:	2809515	IMPRESSIONS FROM ISOTONER
Registration Number:	3795432	IMPRESSIONS FROM ISOTONER
Registration Number:	3801171	ISO
Registration Number:	3437704	ISO
Registration Number:	909643	ISOTONER
Registration Number:	1249912	ISOTONER
Registration Number:	1263689	ISOTONER
Registration Number:	1473314	ISOTONER
Registration Number:	1807666	ISOTONER
Registration Number:	2695176	ISOTONER
Registration Number:	2996026	ISOTONER ISOFLEX

	3152260	ISOTONER LUXE
Registration Number:	2805917	ISOTONER PILLOWSTEP
Registration Number:	3014038	JUST CLIP
Registration Number:	2300733	KID SCREENS
Registration Number:	2097898	KNOGINTOP
Registration Number:	3347900	LIGHT N GO
Registration Number:	3349979	LIGHT N' GO 'BRELLA
Registration Number:	3420256	MEMORYSTEP
Registration Number:	3116708	MICRO MINI
Registration Number:	3216632	MINICLIP
Registration Number:	2159693	
Registration Number:	2980105	
Registration Number:	2189912	NIGHTLIGHTER
Registration Number:	3706661	NIGHTLIGHTER
Registration Number:	1421141	OH EWE
Registration Number:	3620705	PACK-IT
Registration Number:	1918029	PLANET CAPS
Registration Number:	1847742	RAIN ROLLS RIGHT OFF
Registration Number:	3598472	RAINDROPS
Registration Number:	3598474	RAINDROPS
Registration Number:	2273181	RAINES
Registration Number:	2285124	RAINES
Registration Number:	3804166	RIVABELLA
Registration Number:	3729694	SECRET SOLE
Registration Number:	2201820	SECRET SOLE
Registration Number:	2902305	SENSATIONS BY ISOTONER
Registration Number:	3017836	SENSATIONS BY ISOTONER
Registration Number:	3489323	SHERPASOFT
Registration Number:	3804215	SILKY PLUSH
Registration Number:	1870559	SMALL WONDER
Registration Number:	3871285	SMARTOUCH
Registration Number:	3918222	SMARTOUCH
Registration Number:	1575115	SNUGGLESOX
Registration Number:	2580205	STORMBEATER
Registration Number:	3014191	STRETCH LEATHERS

	2846916	STUDIO COMFORT
Registration Number:	2616056	SUNDAL
Registration Number:	1702255	SUNGLASS STATION
Registration Number:	1783019	SUNGLASS WORLD
Registration Number:	3023756	SUNGUARD
Registration Number:	3092553	SUNGUARD
Registration Number:	3160873	SUNKICKS
Registration Number:	2737765	SUPERDOME
Registration Number:	2060154	SUPERTREADS
Registration Number:	1889285	THE BIG TOP
Registration Number:	1620085	TOASTIES
Registration Number:	925164	TOTES
Registration Number:	942851	TOTES
Registration Number:	1061743	TOTES
Registration Number:	1081141	TOTES
Registration Number:	1138767	TOTES
Registration Number:	1149822	TOTES
Registration Number:	1154884	TOTES
Registration Number:	1309481	TOTES
Registration Number:	1313581	TOTES
Registration Number:	1315771	TOTES
Registration Number:	1326980	TOTES
Registration Number:	1327159	TOTES
Registration Number:	1354368	TOTES
Registration Number:	1375994	TOTES
Registration Number:	1525716	TOTES
Registration Number:	1528120	TOTES
Registration Number:	1530893	TOTES
Registration Number:	1587955	TOTES
Registration Number:	1700210	TOTES
Registration Number:	2124107	TOTES
Registration Number:	2211666	TOTES
Registration Number:	2280041	TOTES
Registration Number:	2700817	TOTES
Registration Number:	2700818	TOTES

	2700819	TOTES
Registration Number:	2700820	TOTES
Registration Number:	2716370	TOTES
Registration Number:	3182144	TOTES
Registration Number:	983116	TOTES COAT
Registration Number:	2856900	TOTES ELEMENTS
Registration Number:	2445056	TOTES KIDS
Registration Number:	3290198	TOTES SIGNATURE
Registration Number:	2305847	TOTES SPORT
Registration Number:	1510241	TOTES TOASTIES
Registration Number:	1666245	TOTES TOASTIES
Registration Number:	2181473	TOTESPORT
Registration Number:	2945301	TOTESPORT
Registration Number:	3294924	TRAVELER BY TOTES
Registration Number:	3180666	WARM YOUR WINTER
Registration Number:	2044588	WEATHER PROTECTORS BY TOTES
Registration Number:	3534869	WEATHER PROTECTORS BY TOTES
Registration Number:	2454065	WEATHER READY
Registration Number:	2592204	WEATHER READY
Registration Number:	3312107	WEATHER WORKS
Registration Number:	1199644	WEATHERSHED
Registration Number:	2866912	YOU HAVE TO WEAR THEM TO BELIEVE THEM!
Serial Number:	85064258	EXCURSIONS BY ISOTONER
Serial Number:	85287706	LAKE OF THE ISLES
Serial Number:	85293619	SEASIDE IMPRESSIONS
Serial Number:	85173178	SHERPASOFT
Serial Number:	77934612	STAND OUT IN THE RAIN
Serial Number:	85197074	WOODLANDS
Serial Number:	85171454	WOODLANDS

**CORRESPONDENCE DATA**

Fax Number: (917)777-5107

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: (212) 735-3906

Email: Faith.Robinson@skadden.com

Correspondent Name: John Deming

**TRADEMARK**  
**REEL: 004597 FRAME: 0438**

Address Line 1: Skadden, Arps, Slate, Meagher & Flom LLP  
Address Line 2: Four Times Square  
Address Line 4: New York, NEW YORK 10036

ATTORNEY DOCKET NUMBER: 217730/2034

NAME OF SUBMITTER: John Deming

Signature: /John Deming/

Date: 08/04/2011

**Total Attachments: 10**

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## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT, dated as of July 8, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time in accordance with the provisions hereof, this "Trademark Security Agreement") among TOTES ISOTONER CORPORATION, an Ohio corporation with offices located at 9655 International Boulevard, Cincinnati, Ohio 45246, formerly known as Totes, Inc. (the "Borrower"), and the Guarantors from to time to time party hereto (the "Guarantors"), as pledgors, assignors and debtors (the Borrower, together with the Guarantors, in such capacities and together with any successors in such capacities, the "Grantors," and each, a "Grantor"), in favor of WELLS FARGO CAPITAL FINANCE, LLC, a Delaware limited liability company with offices located at 12 East 49th Street, New York, New York 10017, in its capacity as collateral agent pursuant to the Credit Agreement (as hereinafter defined), as pledgee, assignee and secured party (in such capacities and together with any successors in such capacities, the "Collateral Agent"). Capitalized terms used, but not otherwise defined, herein shall have the meanings ascribed to them in the Security Agreement (as defined below).

WHEREAS, the Borrower, TOTES ISOTONER HOLDINGS CORP., a Delaware corporation ("Parent"), TOTES HOLDINGS, INC., a Delaware corporation ("Holdings"), the Guarantors, Credit Suisse, acting through its Cayman Islands Branch, as administrative agent (the "Administrative Agent"), the Collateral Agent and the lending institutions listed therein (the "Lenders") have, in connection with the execution and delivery of the Security Agreement, entered into that certain Credit Agreement (Revolving Facility), dated as of July 8, 2011 (as amended, amended and restated, supplemented or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Lenders have entered into that certain Intercreditor Agreement dated as of July 8, 2011 by and among Parent, Holdings, the Borrower, the subsidiary guarantors party thereto, and the Administrative Agent, amongst others, (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement")

WHEREAS, the Grantors are parties to a Security Agreement dated as of July 8, 2011 (as amended and restated, supplemented or otherwise modified from time to time, the "Security Agreement") in favor of the Collateral Agent pursuant to which the Grantors are required to execute and deliver this Trademark Security Agreement; and

WHEREAS, under the terms of the Security Agreement, as collateral security for the payment in full of all the Secured Obligations, each Grantor pledged and granted to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Grantor in, to and under the Pledged Collateral, wherever located and whether now existing or hereafter arising or acquired from time to time, including the

Intellectual Property Collateral, including the Trademarks (as defined below) and the Trademark Licenses (as defined below).

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

SECTION 1. Grant of Security. As collateral security for the payment in full of all the Secured Obligations, each Grantor hereby pledges and grants to the Collateral Agent for the benefit of the Secured Parties, a lien on and security interest in all of the right, title and interest of such Grantor in, to and under all of the following Pledged Collateral, wherever located, and whether now existing or hereafter arising or acquired from time to time (collectively, the "Trademark Collateral"):

(a) all U.S. and foreign trademarks (including service marks), slogans, logos, certification marks, trade dress, uniform resource locations (URLs), domain names, corporate names, trade names and other source or business identifiers, whether registered or unregistered, owned by or assigned to such Grantor and all registrations and applications for the foregoing (whether statutory or common law and whether established or registered in the United States or any other country or any political subdivision thereof), including but not limited to the trademarks and applications for any of the foregoing listed in Schedule A hereto, together with any and all (i) rights and privileges arising under applicable law with respect to such Grantor's use of any trademarks, (ii) reissues, continuations, extensions and renewals thereof and amendments thereto, (iii) proceeds thereof, including, without limitation, all income, fees, royalties, damages and payments now and hereafter due and/or payable thereunder and with respect thereto, including damages, claims and payments for past, present or future infringements, dilution or other violation thereof, (iv) rights corresponding thereto throughout the world and (v) rights to sue for past, present and future infringements, dilution or other violation thereof ("Trademarks");

(b) all license and distribution agreements with, and covenants not to sue, any other party with respect to, or any other agreement pursuant to which any such Grantor receives or grants any rights in, to or under, any Trademark or any other trademark whether such Grantor is a licensor or licensee, distributor or distributee under any such license or distribution agreement, together with any and all (i) renewals, extensions, supplements and continuations thereof, (ii) proceeds thereof, including, without limitation, all income, fees, royalties, damages, claims and payments now and hereafter due and/or payable thereunder and with respect thereto including damages and payments for past, present or future infringements or other violations thereof, (iii) rights to sue for past, present and future infringements or other violations thereof and (iv) other rights to use,



exploit or practice any or all of the Trademarks or any other trademark ("Trademark Licenses"); and

(c) to the extent not covered by the foregoing, (i) all Proceeds and products of each of the foregoing and all accessions to, substitutions and replacements for, and rents, profits and products of, each of the foregoing, and, except as otherwise provided in the Credit Agreement, any and all Proceeds of any insurance, indemnity, warranty or guaranty payable to such Grantor from time to time with respect to any of the foregoing, and (ii) the goodwill connected with such Grantor's business including all goodwill connected with the use of and symbolized by any of the foregoing in which such Grantor has any interest.

Notwithstanding anything to the contrary contained in clauses (a) through (c) above, the security interest created by this Trademark Security Agreement shall not extend to (i) any Trademark applications filed in the United States Patent and Trademark Office on the basis of such Grantor's "intent-to-use" such trademark, unless and until acceptable evidence of use of the Trademark has been filed with the United States Patent and Trademark Office pursuant to Section 1(c) or Section 1(d) of the Lanham Act (15 U.S.C. 1051, et seq.), (x) except to the extent there is a change in law such that granting a lien in such Trademark application prior to such filing would not adversely affect the enforceability or validity of such Trademark application, and (y) provided that any such Trademark applications shall automatically be included in the Collateral upon the filing of acceptable evidence of use of such Trademark, and (ii) any Trademark Collateral, including without limitation, intent-to-use trademark applications as provided in (i) above, for which the creation by a Grantor of a security interest therein is prohibited without the consent of a third party (to the extent such consent is not) obtained or by law (other than to the extent that any restriction on such assignment would be rendered ineffective pursuant to Sections 9-406, 9-407, 9-408 or 9-409 of the UCC (or any successor provision or provisions) or any relevant jurisdiction or any other applicable law).

**SECTION 2. Security for Obligations.** The grant of a lien on and security interest in, the Trademark Collateral by each Grantor under this Trademark Security Agreement secures the payment in full and performance of all the Secured Obligations of such Grantor now or hereafter existing under or in respect of the Loan Documents.

**SECTION 3. Recordation.** Each Grantor authorizes and requests that the Commissioner of Trademarks and any other applicable government officer record this Trademark Security Agreement in the United States Patent and Trademark Office, or other applicable government office or registrar.

SECTION 4. Execution in Counterparts. This Trademark Security Agreement may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

SECTION 5. Grants, Rights and Remedies. This Trademark Security Agreement has been entered into in conjunction with the provisions of the Security Agreement. Each Grantor does hereby acknowledge and confirm that the grant of the security interest hereunder to, and the rights and remedies of, the Collateral Agent with respect to the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated herein by reference as if fully set forth herein.

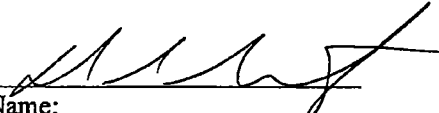
SECTION 6. Intercreditor Agreement. NOTWITHSTANDING ANYTHING HEREIN TO THE CONTRARY, THE LIEN AND SECURITY INTEREST GRANTED TO THE COLLATERAL AGENT PURSUANT TO THIS TRADEMARK SECURITY AGREEMENT AND THE EXERCISE OF ANY RIGHT OR REMEDY BY THE COLLATERAL AGENT HEREUNDER ARE SUBJECT TO THE PROVISIONS OF THE INTERCREDITOR AGREEMENT. IN THE EVENT OF ANY CONFLICT BETWEEN THE TERMS OF THE INTERCREDITOR AGREEMENT AND THIS TRADEMARK SECURITY AGREEMENT, THE TERMS OF THE INTERCREDITOR AGREEMENT SHALL GOVERN AND CONTROL.

SECTION 7. Termination. When all the Secured Obligations have been paid in full (other than inchoate indemnity obligations) and the Commitments of the Lenders to make any Loan or to issue any Letter of Credit under the Credit Agreement shall have expired or been sooner terminated and all Letters of Credit have been terminated or cash collateralized in accordance with the provisions of the Credit Agreement and the Intercreditor Agreement, this Trademark Security Agreement shall terminate. Upon termination of this Trademark Security Agreement the Trademark Collateral shall be released from lien and security interest pledged and granted herein.

SECTION 8. Governing Law. This Trademark Security Agreement shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be duly executed and delivered by their duly authorized officers as of the date first above written.

TOTES ISOTONER CORPORATION

By:   
Name: \_\_\_\_\_  
Title: Douglas P. Gernert  
President & CEO

*[Signature Page to Trademark Security Agreement (Revolving Facility)]*

**TRADEMARK**  
**REEL: 004597 FRAME: 0444**

**Schedule A to Trademark Security Agreement**

Registrations:

<b>RECORD OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
TOTES ISOTONER CORPORATION	2,763,070	ACORN
TOTES ISOTONER CORPORATION	3,820,154	ACORN
TOTES ISOTONER CORPORATION	2,763,071	ACORN & Design
TOTES ISOTONER CORPORATION	2,874,173	ACORN COMFORT ON EARTH & Design
TOTES ISOTONER CORPORATION	2,891,086	Acorn Design
TOTES ISOTONER CORPORATION	3,820,155	Acorn Design
TOTES ISOTONER CORPORATION	2,917,866	AFTER ACTIVE
TOTES ISOTONER CORPORATION	3,373,609	ANORAK WEATHER WEAR
TOTES ISOTONER CORPORATION	979,477	ARIS
TOTES ISOTONER CORPORATION	2,070,171	AUTO CLUB
TOTES ISOTONER CORPORATION	2,446,972	BACKPACK UMBRELLA (stylized letters)
TOTES ISOTONER CORPORATION	1,329,582	CHROMATICS
TOTES ISOTONER CORPORATION	2,958,122	CLASSIC COMFORT
TOTES ISOTONER CORPORATION	3,127,553	CLIP IT BACKPACK UMBRELLA
TOTES ISOTONER CORPORATION	2,931,969	CLIP N' GO 'BRELLA
TOTES ISOTONER CORP.	3,616,991	C-NOVA
TOTES ISOTONER CORP.	2,272,962/	COMFORT ON EARTH
	Int. Reg. No. 854662	
TOTES ISOTONER CORPORATION	2,335,576	COMFORT ON EARTH
TOTES ISOTONER CORPORATION	3,055,450	COMFORT ON EARTH
TOTES ISOTONER CORPORATION	3,714,128	COMFORT ON EARTH
TOTES ISOTONER CORPORATION	3,722,920	CONTOUR-FIT SOLE
TOTES ISOTONER CORPORATION	2,272,054	CONTOURS BY ISOTONER
TOTES ISOTONER CORPORATION	1,423,962	Double Chevron (Design only)
TOTES ISOTONER CORPORATION	3,235,336	DOUBLE DUTY
TOTES ISOTONER CORPORATION	3,735,048	EATHROAMER
TOTES ISOTONER CORPORATION	3,794,405	ECB
TOTES ISOTONER CORPORATION	3,450,641	ECO 'BRELLA

<b>RECORD OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
TOTES ISOTONER CORPORATION	3,800,649	ECO IMPRESSIONS
TOTES ISOTONER CORPORATION	3,522,058	ECOSENTIALS
TOTES ISOTONER CORPORATION	3,450,702	ECOSENTIALS
TOTES ISOTONER CORPORATION	1,732,120	ESNY
TOTES ISOTONER CORPORATION	3,094,742	ES NY & Design
TOTES ISOTONER CORPORATION	1,502,032	EYE SCREENS
TOTES ISOTONER CORPORATION	2,378,137	EYE SCREENS TRENDS
TOTES ISOTONER CORPORATION	3,851,509	FLIPABLES
TOTES ISOTONER CORPORATION	1,673,884	GATOR GRIPS
TOTES ISOTONER CORPORATION	1,192,171	Glove (Design only)
TOTES ISOTONER CORPORATION	3,298,694	GRIPSTER
TOTES ISOTONER CORPORATION	2,809,515	IMPRESSIONS FROM ISOTONER
TOTES ISOTONER CORPORATION	3,795,432	IMPRESSIONS FROM ISOTONER
TOTES ISOTONER CORPORATION	3,801,171	ISO
TOTES ISOTONER CORPORATION	3,437,704	ISO and Design
TOTES ISOTONER CORPORATION	909,643	ISOTONER
TOTES ISOTONER CORPORATION	1,249,912	ISOTONER
TOTES ISOTONER CORPORATION	1,263,689	ISOTONER
TOTES ISOTONER CORPORATION	1,473,314	ISOTONER
TOTES ISOTONER CORPORATION	1,807,666	ISOTONER
TOTES ISOTONER CORPORATION	2,695,176	ISOTONER
TOTES ISOTONER CORPORATION	2,996,026	ISOTONER ISOFLEX
TOTES ISOTONER CORPORATION	3,152,260	ISOTONER LUXE
TOTES ISOTONER CORPORATION	2,805,917	ISOTONER PILLOWSTEP
TOTES ISOTONER CORPORATION	3,014,038	JUST CLIP
TOTES ISOTONER CORPORATION	2,300,733	KID SCREENS
TOTES ISOTONER CORPORATION	2,097,898	KNOGINTOP
TOTES ISOTONER CORPORATION	3,347,900	LIGHT N GO
TOTES ISOTONER CORPORATION	3,349,979	LIGHT N' GO 'BRELLA
TOTES ISOTONER CORPORATION	3,420,256	MEMORYSTEP
TOTES ISOTONER CORPORATION	3,116,708	MICRO MINI
TOTES ISOTONER CORPORATION	3,216,632	MINICLIP
TOTES ISOTONER CORPORATION	2,159,693	Miscellaneous Design
TOTES ISOTONER CORPORATION	2,980,105	Miscellaneous Design

<b>RECORD OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
TOTES ISOTONER CORPORATION	2,189,912	NIGHTLIGHTER
TOTES ISOTONER CORPORATION	3,706,661	NIGHTLIGHTER
TOTES ISOTONER CORPORATION	1,421,141	OH EWE <sup>1</sup>
TOTES ISOTONER CORPORATION	3,620,705	PACK-IT
TOTES ISOTONER CORPORATION	1,918,029	PLANET CAPS
TOTES ISOTONER CORPORATION	1,847,742	RAIN ROLLS RIGHT OFF
TOTES ISOTONER CORPORATION	3,598,472	RAINDROPS
TOTES ISOTONER CORPORATION	3,598,474	RAINDROPS & Design
TOTES ISOTONER CORPORATION	2,273,181	RAINES
TOTES ISOTONER CORPORATION	2,285,124	RAINES
TOTES ISOTONER CORPORATION	3,804,166	RIVABELLA
TOTES ISOTONER CORPORATION	3,729,694	SECRET SOLE
TOTES ISOTONER CORPORATION	2,201,820	SECRET SOLE
TOTES ISOTONER CORPORATION	2,902,305	SENSATIONS BY ISOTONER
TOTES ISOTONER CORPORATION	3,017,836	SENSATIONS BY ISOTONER
TOTES ISOTONER CORPORATION	3,489,323	SHERPASOFT (Stylized letters)
TOTES ISOTONER CORPORATION	3,804,215	SILKY PLUSH (Stylized)
TOTES ISOTONER CORPORATION	1,870,559	SMALL WONDER
TOTES ISOTONER CORPORATION	3,871,285	SMARTOUCH
TOTES ISOTONER CORPORATION	3,918,222	SMARTOUCH & Design
TOTES ISOTONER CORPORATION	1,575,115	SNUGGLESOX
TOTES ISOTONER CORPORATION	2,580,205	STORMBEATER
TOTES ISOTONER CORPORATION	3,014,191	STRETCH LEATHERS
TOTES ISOTONER CORPORATION	2,846,916	STUDIO COMFORT
TOTES ISOTONER CORPORATION	2,616,056	SUNDAL
TOTES ISOTONER CORPORATION	1,702,255	SUNGLASS STATION
TOTES ISOTONER CORPORATION	1,783,019	SUNGLASS WORLD
TOTES ISOTONER CORPORATION	3,023,756	SUNGUARD
TOTES ISOTONER CORPORATION	3,092,553	SUNGUARD and Design
TOTES ISOTONER CORPORATION	3,160,873	SUNKICKS
TOTES ISOTONER CORPORATION	2,737,765	SUPERDOME
TOTES ISOTONER CORPORATION	2,060,154	SUPERTREADS

<sup>1</sup> The public records for this trademark show an existing lien in favor of Fleet Bank of Maine (executed August 12, 1994) granted by Acorn Products Co., Inc. Borrower is searching for pay-off letter

<b>RECORD OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
TOTES ISOTONER CORPORATION	1,889,285	THE BIG TOP
TOTES ISOTONER CORPORATION	1,620,085	TOASTIES
TOTES ISOTONER CORPORATION	925,164	TOTES (stylized)
TOTES ISOTONER CORPORATION	942,851	TOTES (Stylized)
TOTES ISOTONER CORPORATION	1,061,743	TOTES
TOTES ISOTONER CORPORATION	1,081,141	TOTES
TOTES ISOTONER CORPORATION	1,138,767	TOTES
TOTES ISOTONER CORPORATION	1,149,822	TOTES
TOTES ISOTONER CORPORATION	1,154,884	TOTES
TOTES ISOTONER CORPORATION	1,309,481	TOTES
TOTES ISOTONER CORPORATION	1,313,581	TOTES
TOTES ISOTONER CORPORATION	1,315,771	TOTES
TOTES ISOTONER CORPORATION	1,326,980	TOTES
TOTES ISOTONER CORPORATION	1,327,159	TOTES
TOTES ISOTONER CORPORATION	1,354,368	TOTES
TOTES ISOTONER CORPORATION	1,375,994	TOTES
TOTES ISOTONER CORPORATION	1,525,716	TOTES
TOTES ISOTONER CORPORATION	1,528,120	TOTES
TOTES ISOTONER CORPORATION	1,530,893	TOTES
TOTES ISOTONER CORPORATION	1,587,955	TOTES
TOTES ISOTONER CORPORATION	1,700,210	TOTES
TOTES ISOTONER CORPORATION	2,124,107	TOTES
TOTES ISOTONER CORPORATION	2,211,666	TOTES
TOTES ISOTONER CORPORATION	2,280,041	TOTES
TOTES ISOTONER CORPORATION	2,700,817	TOTES
TOTES ISOTONER CORPORATION	2,700,818	TOTES
TOTES ISOTONER CORPORATION	2,700,819	TOTES
TOTES ISOTONER CORPORATION	2,700,820	TOTES
TOTES ISOTONER CORPORATION	2,716,370	TOTES
TOTES ISOTONER CORPORATION	3,182,144	TOTES
TOTES ISOTONER CORPORATION	983,116	TOTES COAT
TOTES ISOTONER CORPORATION	2,856,900	TOTES ELEMENTS
TOTES ISOTONER CORPORATION	2,445,056	TOTES KIDS
TOTES ISOTONER CORPORATION	3,290,198	TOTES SIGNATURE

<b>RECORD OWNER</b>	<b>REGISTRATION NUMBER</b>	<b>TRADEMARK</b>
TOTES ISOTONER CORPORATION	2,305,847	TOTES SPORT
TOTES ISOTONER CORPORATION	1,510,241	TOTES TOASTIES
TOTES ISOTONER CORPORATION	1,666,245	TOTES TOASTIES
TOTES ISOTONER CORPORATION	2,181,473	TOTESPORT
TOTES ISOTONER CORPORATION	2,945,301	TOTESPORT
TOTES ISOTONER CORPORATION	3,294,924	TRAVELER BY TOTES
TOTES ISOTONER CORPORATION	3,180,666	WARM YOUR WINTER
TOTES ISOTONER CORPORATION	2,044,588	WEATHER PROTECTORS BY TOTES
TOTES ISOTONER CORPORATION	3,534,869	WEATHER PROTECTORS BY TOTES
TOTES ISOTONER CORPORATION	2,454,065	WEATHER READY
TOTES ISOTONER CORPORATION	2,592,204	WEATHER READY
TOTES ISOTONER CORPORATION	3,312,107	WEATHER WORKS
TOTES ISOTONER CORPORATION	1,199,644	WEATHERSHED
TOTES ISOTONER CORPORATION	2,866,912	YOU HAVE TO WEAR THEM TO BELIEVE THEM!

**Applications:**

<b>RECORD OWNER</b>	<b>APPLICATION NUMBER</b>	<b>TRADEMARK</b>
TOTES ISOTONER CORPORATION	85/064,258	EXCURSIONS BY ISOTONER
TOTES ISOTONER CORPORATION	85/287,706	LAKE OF THE ISLES
TOTES ISOTONER CORPORATION	85/293,619	SEASIDE IMPRESSIONS
TOTES ISOTONER CORPORATION	85/173,178	SHERPASOFT
TOTES ISOTONER CORPORATION	77/934,612	STAND OUT IN THE RAIN
TOTES ISOTONER CORPORATION	85/197,074	WOODLANDS
TOTES ISOTONER CORPORATION	85/171,454	WOODLANDS