

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
HANOVER DIRECT MANUFACTURING, LLC		12/22/2011	LIMITED LIABILITY COMPANY: DELAWARE
RECEIVING PARTY DATA			
Name:	CAPITAL ONE LEVERAGE FINANCE CORP.		
Street Address:	275 BROADHOLLOW ROAD		
City:	NEW YORK		
State/Country:	NEW YORK		
Postal Code:	11747		
Entity Type:	CORPORATION: DELAWARE		
PROPERTY NUMBERS Total: 2			
Property Type	Number	Word Mark	
Registration Number:	2032691	AMERIDOWN	
Registration Number:	3269999	AMERIDOWN	
CORRESPONDENCE DATA			
Fax Number:	(704)444-8847		
Phone:	704-343-2000		
Email:	ksaltrick@mcguirewoods.com		
<i>Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.</i>			
Correspondent Name:	McGuireWoods LLP		
Address Line 1:	201 North Tryon Street		
Address Line 2:	Attention: Emily Day, Esq.		
Address Line 4:	Charlotte, NORTH CAROLINA 28202		
ATTORNEY DOCKET NUMBER:	2058030-0007 / KBS		
NAME OF SUBMITTER:	Emily Day, Esq. / McGuireWoods LLP		

OP \$65.00 2032691

Signature:	/Emily Day/
Date:	01/05/2012
Total Attachments: 11 source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page1.tif source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page2.tif source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page3.tif source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page4.tif source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page5.tif source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page6.tif source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page7.tif source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page8.tif source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page9.tif source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page10.tif source=Coversheet and Trademark Security Agreement - Hanover Direct Manufacturing, LLC#page11.tif	

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):

HANOVER DIRECT MANUFACTURING, LLC
 1500 HARBOR BOULEVARD
 WEEHAWKEN, NEW JERSEY 07086

- Individual(s) Association
 General Partnership Limited Partnership
 Corporation- State: _____
 Other LIMITED LIABILITY COMPANY

Citizenship (see guidelines) DELAWARE

Additional names of conveying parties attached? Yes No

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

Execution Date(s) DECEMBER 22, 2011

- Assignment Merger
 Security Agreement Change of Name
 Other _____

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CAPITAL ONE LEVERAGE FINANCE CORP.

Internal _____

Address: _____

Street Address: 275 BROADHOLLOW ROAD

City: MELVILLE

State: NEW YORK

Country: USA Zip: 11747

- Association Citizenship _____
 General Partnership Citizenship _____
 Limited Partnership Citizenship _____
 Corporation Citizenship DELAWARE USA
 Other _____ Citizenship _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment)

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

A. Trademark Application No.(s)

SEE EXHIBIT A ATTACHED HERETO.

B. Trademark Registration No.(s)

SEE EXHIBIT A ATTACHED HERETO.

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: _____

Internal Address: MCGUIREWOODS LLP

ATTN: EMILY DAY

Street Address: 201 NORTH TRYON STREET

City: CHARLOTTE

State: NORTH CAROLINA Zip: 28202

Phone Number: 704-343-2000

Fax Number: 704-444-8847

Email Address: KSALTRICK@MCGUIREWOODS.COM

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 2.6(b)(8) & 3.41) \$ 65.00

- Authorized to be charged to deposit account
 Enclosed

8. Payment Information:

Deposit Account Number _____

Authorized User Name _____

9. Signature:

Emily Day

 Signature

JANUARY 5, 2011

_____ Date

EMILY DAY, ESQ. / MCGUIREWOODS LLP, COUNSEL TO RECEIVING PARTY

 Name of Person Signing

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

11

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
 Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

EXHIBIT A
to
USPTO RECORDATION COVERSHEET – TRADEMARKS
CONVEYING PARTY: Hanover Direct Manufacturing, LLC
RECEIVING PARTY: Capital One Leverage Finance Corp.

	Trademark	USPTO Number
1.	AMERIDOWN	2032691
2.	AMERIDOWN	3269999

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** dated as of December 22, 2011 (this "Trademark Security Agreement"), is made by **HANOVER DIRECT, INC.**, a Delaware corporation ("Hanover"), and **EACH OTHER BORROWER FROM TIME TO TIME PARTY HERETO** (together with Hanover, collectively, the "Grantors" and each, individually, a "Grantor"), in favor of **CAPITAL ONE LEVERAGE FINANCE CORP.**, a Delaware corporation ("Lender"). All capitalized terms used but not defined herein shall have the meanings given to such terms in the Loan Agreement (as hereinafter defined).

RECITALS:

A. The Grantors, the other borrowers from time to time party thereto, the guarantors from time to time party thereto and Lender are party to a Loan and Security Agreement dated as of the date hereof (as amended, restated or otherwise modified from time to time, the "Loan Agreement").

B. Pursuant to the Loan Agreement, each Grantor has agreed to execute and deliver to Lender this Trademark Security Agreement.

In order to induce the Secured Parties to from time to time make and maintain extensions of credit under the Loan Agreement and the Bank Product Obligations, each Grantor hereby agrees as follows:

1. **Grant of Security Interest in U.S. Trademark Collateral.** Schedule 1 attached hereto sets forth all trademarks, service marks, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers and designs, now existing or hereafter adopted or acquired, all registrations thereof (if any), and all registration applications filed in connection therewith in the United States Patent and Trademark Office and all renewals thereof and all goodwill associated therewith or symbolized thereby (collectively, "U.S. Trademarks") owned by such Grantor, and each Grantor hereby pledges and grants to Lender a lien on and security interest in and to all of its right, title and interest in, to and under all of its U.S. Trademarks and all proceeds thereof, which such security interest shall secure the Obligations.

2. **Loan Agreement.** The security interest granted pursuant to this Trademark Security Agreement is granted in conjunction with the security interest granted to Lender pursuant to the Loan Agreement, and each Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the U.S. Trademarks made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Loan Agreement, the provisions of the Loan Agreement shall control.

3. **Termination.** Upon Full Payment of the Obligations and termination of the Loan Agreement, Lender shall execute, acknowledge and deliver to the Grantors an instrument in writing in recordable form releasing the collateral pledge, grant, assignment, lien and security interest in the U.S. Trademarks under this Trademark Security Agreement.

4. **Counterparts.** This Trademark Security Agreement may be executed in any number of counterparts, all of which shall constitute one and the same instrument, and any party hereto may execute this Trademark Security Agreement by signing and delivering on or more counterparts.

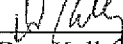
5. **Governing Law.** This Trademark Security Agreement shall be governed by the laws of the State of New York, without giving effect to any conflict of law principles (but giving effect to federal laws relating to national banks).

[Signature Pages Follow]

IN WITNESS WHEREOF, the parties have duly executed and delivered this Trademark Security Agreement as of the day and year first written above.


GRANTORS:

HANOVER DIRECT, INC.
BRAWN, LLC
CLEARANCE WORLD OUTLETS, LLC
D.M. ADVERTISING, LLC
DOMESTICATIONS, LLC
HANOVER COMPANY STORE, LLC
HANOVER DIRECT MANUFACTURING, LLC
HANOVER DIRECT MEMBERSHIPS, INC.
HANOVER DIRECT OPERATING GROUP, LLC
HANOVER GIFTS, INC.
HANOVER REALTY, INC.
KEYSTONE INTERNET SERVICES, LLC
SCANDIA DOWN, LLC
SCANDIA DOWN ONLINE, LLC
SILHOUETTES, LLC
THE COMPANY OFFICE, INC.
THE COMPANY STORE FACTORY, INC.

By: 
Name: Don Kelley
Title: President

Accepted and Agreed:

CAPITAL ONE LEVERAGE FINANCE CORP., as Lender

By: 

Name: Michael S. Burns

Title: Senior Vice President, Region Manager

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TRADEMARK SECURITY AGREEMENT
Signature Page

TRADEMARK
REEL: 004693 FRAME: 0055

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND TRADEMARK APPLICATIONS

Trademark	Owner	Status in Patent Office	Federal Registration No.
BIG AND THIRSTY	Domestications, LLC	Active Registration	3710959
BLUE COUTURE	Silhouettes, LLC	Active Registration	3545547
N HAVEN	Brawn, LLC	Active Registration	3709835
ANDRES VELASCO	Brawn, LLC	Active Registration	3723255
EXTREME COLLECTION	Brawn, LLC	Active Registration	3755543
MAN ZONE	Brawn, LLC	Active Registration	3803813
SIMPLY ME	Silhouettes, LLC	Active Application	77/521444
THE BEST-FITTING JEANS YOU OWN	Silhouettes, LLC	Active Registration	3716364
BODY TECH	Brawn, LLC	Active Registration	3711331
COLORATIONS	Domestications, LLC	Active Registration	3785692
AMERICAN LEGACY	Domestications, LLC	Active Registration	3782151
WESTBURY MANOR	Domestications, LLC	Active Registration	3782152
SCANDIA HOME	Scandia Down, LLC	Active Registration	3764584
SCANDIA DOWN	Scandia Down, LLC	Active Registration	3724495
Scandia Logo	Scandia Down, LLC	Active Registration	3811681
GILLIAN GREY	Silhouettes, LLC	Active Registration	3994331
EMILY'S CLOSET	Silhouettes, LLC	Active Registration	3592894
SCANDIA & Device	Scandia Down, LLC	Active Registration	3897867

Schedule 1

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Trademark	Owner	Status in Trademark Office	Federal Registration No.
LOFTHOME BY THE COMPANY STORE	Hanover Company Store, LLC	Active Registration	4045991
THE COMPANY STORE WE'RE ALL ABOUT COMFORT	Hanover Company Store, LLC	Active Registration	4045990
P.O.V.	Brawn, LLC	Active Application	85331344
NATIONAL FAMILY PAJAMA NIGHT	Hanover Company Store, LLC	Active Application	85395294
CASHMINA	Domestications, LLC	Active Registration	2450057
SLEEPY TEES	Domestications, LLC	Active Registration	2094622
HANOVER HOUSE	Domestications, LLC	Active Registration	1431912
AMERJDOWN	Hanover Direct Manufacturing, LLC d/b/a American Down & Textile	Active Registration	2032691
AMERJDOWN	HANOVER Direct Manufacturing, LLC d/b/a American Down & Textile	Active Registration	3269999
BODY TECH and Design	Brawn, LLC	Active Registration	1206768
CONTOUR	Brawn, LLC	Active Registration	2576958
GREAT FINDS	Brawn, LLC	Active Registration	1968264
INTERNATIONAL MALE	Brawn, LLC	Active Registration	1706850
INTERNATIONAL MALE	Brawn, LLC	Active Registration	2525123
MEN AMERICA	Brawn, LLC	Active Registration	1534391
ONIONSKINS	Brawn, LLC	Active Registration	1755458
SHAPE ENHANCER	Brawn, LLC	Active Registration	2316335
UNDERGEAR	Brawn, LLC	Active Registration	1435631
UNDERGEAR	Brawn, LLC	Active Registration	1571385
UNDERGEAR	Brawn, LLC	Active Registration	2864005

Schedule 1

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Trademark	Owner	Status	Registration No.
COMPANY COTTON	Hanover Company Store, LLC	Active Registration	2310788
COMPANY KIDS	Hanover Company Store, LLC	Active Registration	2648687
COMPANY KIDS	Hanover Company Store, LLC	Active Registration	2380374
COMPANY SUEDE	Hanover Company Store, LLC	Active Registration	3047059
LEGENDS	Hanover Company Store, LLC	Active Registration	3001549
LEGENDS LUXURY COLLECTION	Hanover Company Store, LLC	Active Registration	3100050
LOUNGE-A-ROUND	Hanover Company Store, LLC	Active Registration	2272024
PLATINUM WHITE GOOSE DOWN	Hanover Company Store, LLC	Active Registration	1751917
ST. TROPEZ	Hanover Company Store, LLC	Active Registration	2331017
TCS	Hanover Company Store, LLC	Active Registration	2550343
THE COMPANY STORE	Hanover Company Store, LLC	Active Registration	1263272
THE COMPANY STORE	Hanover Company Store, LLC	Active Registration	1284377
THE COMPANY STORE	Hanover Company Store, LLC	Active Registration	2573439
NIGHT'N DAY INTIMATES	Silhouettes, LLC	Active Registration	1417842
SILHOUETTES	Silhouettes, LLC	Active Registration	2498097
SILHOUETTES	Silhouettes, LLC	Active Registration	1526821
ALBERTA	Hanover Company Store, LLC	Active Registration	3273917
TWEEDS	Silhouettes, LLC	Active Registration	1697698
COMPANY TEENS	Hanover Company Store, LLC	Active Registration	3795121
COMPANY TWEENS	Hanover Company Store, LLC	Active Registration	3795122
DOUBLE DIAMOND	Hanover Company Store, LLC	Active Registration	3263405
EUROPEAN HI-LOFT	Hanover Company Store, LLC	Active Registration	3374877

Schedule 1

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Trademark	Owner	Status in Primary Office	Federal Registration No.
TCS GLACIER	Hanover Company Store, LLC	Active Registration	3289542
GREEK KEY	Hanover Company Store, LLC	Active Registration	3292803
SILHOUETTES	Silhouettes, LLC	Active Registration	3616519
WHITE BAY	Hanover Company Store, LLC	Active Registration	3273915
IM INTERNATIONAL MALE (Stylized -Lower Case)	Brawn, LLC	Active Registration	3552049
COLONIAL GARDEN KITCHENS	Domestications, LLC	Active Registration	3493905
AMERICA'S AUTHORITY IN HOME FASHIONS	Domestications, LLC	Active Registration	2554434
CASHMINA	Domestications, LLC	Active Registration	2849531
CLEARANCE WORLD	Domestications, LLC	Active Registration	2027155
CLEARANCEWORLD	Domestications, LLC	Active Registration	2274635
COMFORT BY DESIGN	Domestications, LLC	Active Registration	2300870
COTTON BRILLIANCE	Domestications, LLC	Active Registration	2047950
COTTON CANDY	Domestications, LLC	Active Registration	2833182
DOMESTICATIONS	Domestications, LLC	Active Registration	1384266
DOMESTICATIONS	Domestications, LLC	Active Registration	1857730
DOMESTICATIONS	Domestications, LLC	Active Registration	2285376
DREAM CLUB	Domestications, LLC	Active Registration	2880280
LOFTAIRE	Domestications, LLC	Active Registration	2622209
STUDIO COLLECTION	Domestications, LLC	Active Registration	2269946
GOSSAMER	Scandia Down, LLC	Active Registration	2869573
SCANDIA	Scandia Down, LLC	Active Registration	2948250

Schedule 1

135488005.3

Trademark	Owner	Status in Trademark Office	Federal Registration No.
SCANDIA DOWN	Scandia Down, LLC	Active Registration	1016939
SCANDIA DOWN	Scandia Down, LLC	Active Registration	1725746
SCANDIA DOWN	Scandia Down, LLC	Active Registration	3233209
Goose Logo Alone - Version 1	Scandia Down, LLC	Active Registration	1250410
Goose Logo with Design - Version 2	Scandia Down, LLC	Active Registration	1752601
TAPESTRY	Domestications, LLC	Active Registration	3486260
THE FEATHERED NEST KIT	Domestications, LLC	Active Registration	3381746
LA CROSSE	Hanover Company Store, LLC	Active Registration	3381333
TACTICS	Brawn, LLC	Active Registration	3572615
THE SOCK	Brawn, LLC	Active Registration	2374280
STROLLER COZY	Hanover Company Store, LLC	Active Registration	3132327

Schedule I

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