

REC'D OF TR
MAY 7-6-98

07-06-1998

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To the Honorable Commissioner of Patents at

100754915

original documents or copy thereof

1. Name of conveying party(ies):

Phillips-Van Heusen Corporation

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

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

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

Execution Date: April 22, 1998

2. Name and address of receiving party(ies):

Name: The Chase Manhattan Bank

Internal Address:

Street Address: 270 Park Avenue

City: New York State: NY ZIP: 10017

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

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

Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

See Attached

Additional numbers attached? Yes No

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

Name: Anne Lewallen

Internal Address:

Street Address: Coenath, Swaine & Moore

Worldwide Plaza, 825 Eighth Avenue

City: New York State: NY ZIP: 10019

6. Total number of applications and registrations involved:

210

7. Total fee (37 CFR 3.41): \$

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

07/06/1998 SMITH 00000038 71189032

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 OP
5225.00 OP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Name: Nancy Tabrizi
Name of Person Signing

TRADEMARK
Signature: Nancy Tabrizi Date: 7/12/98
REEL: 1754 FRAME: 0042

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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1776 BROADCLOTH AND DESIGN

Registered 24	United States of America	1781.T17	71/169032	02-Sep-22	166214	27-Mar-23		
COTTON PIECE GOODS								

417

Registered 25	United States of America	1781.T10A	72/283560	27-Oct-67	856610	10-Sep-68		
MEN'S AND BOYS' SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORTS SHIRTS, UNDERWEAR, KNIT SHIRTS, SLACKS AND SWEATERS								

417

Registered 9	United States of America	1781.T10B	73/825613	15-Sep-89	1616508	09-Oct-90		
EYEGASSES								

417

Registered 25	United States of America	1781.T10C	74/423495	12-Aug-93	1872556	10-Jan-95		
MEN'S, YOUNG MEN'S AND BOYS' HOSIERY								

417 AUTHENTIC SHIRTWEAR

Registered 25	United States of America	1781.T15A	73/752457	19-Sep-88	1536487	25-Apr-89		
MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, SLACKS AND SWEATERS								

TRADEMARK

REEL: 1754 FRAME: 0043

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	Country Name	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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417 AUTHENTIC SHIRTSWEAR ...

Registered 25 SHIRTS	United States of America	1781.T15B	74/020671	22-Jan-90	1640569	09-Apr-91		
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A CRYSTAL COTTON

Registered 25 LADIES AND MISSES DRESSES AND DRESS ENSEMBLES CONSISTING OF A DRESS AND A COAT, SUITS, COATS, SLACKS, PLAYSUITS, BLOUSES, WORK SUITS	United States of America	1915.T1	71/458627	19-Feb-43	404730	21-Dec-43		
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A CRYSTAL KNIT

Registered 25 LADIES SUITS AND DRESSES	United States of America	1915.T2	72/164327	11-Mar-63	760386	19-Nov-63		
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ABBOTT AND DESIGN

Registered 25 SHOES AND BOOTS MADE FROM LEATHER AND COMBINATIONS OF LEATHER AND FABRICS	United States of America	1914.T10	71/254024	27-Aug-27	237983	24-Jan-28		
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AIR WEAVE

Registered 25 MEN'S AND BOYS' SHIRTS AND PAJAMAS	United States of America	1781.T19	71/474507	27-Sep-44	414876	03-Jul-45		
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TRADEMARK

REEL: 1754 FRAME: 0044

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
AMERICAN CLASSICS BY VAN HEUSEN								
Pending 25	United States of America	1781.T178	75/187028	24-Oct-96				
CLOTHING, NAMELY, SHIRTS AND PANTS								
AMERICAN KHAKI BY VAN HEUSEN								
Pending 25	United States of America	1781.T179	75/187029	24-Oct-96				
CLOTHING, NAMELY, SHIRTS AND PANTS								
AUSTIN HILL								
Registered 25	United States of America	1915.T4A	73/423116	25-Apr-83	1319451	12-Feb-85		
LADIES CLOTHING - NAMELY, BLAZERS, SKIRTS, PANTS, SHORTS, BLOUSES, SWEATERS AND T-SHIRTS.								
AUSTIN-HILL								
Registered 25	United States of America	1915.T4B	73/516449	07-Jan-85	1349643	16-Jul-85		
CLOTHING - NAMELY, SUITS AND SPORTCOATS.								
AVIATOR								
Registered 25	United States of America	1781.T21	73/146543	31-Oct-77	1122853	24-Jul-79		
SHIRTS								

TRADEMARK

REEL: 1754 FRAME: 0045

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	Country Name	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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BACCARAT

Registered 25	United States of America	1781.T22	73/411605	31-Jan-83	1465543	17-Nov-87		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

BAKER STREET

Registered 25	United States of America	1781.T23	73/110242	20-Dec-76	1079444	13-Dec-77		
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MEN'S, BOYS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

BAKER STREET SHIRTMAKERS

Registered 25	United States of America	1781.T25	73/284796	03-Nov-80	1184919	05-Jan-82		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, AND SLACKS AND SWEATERS

BASS

Registered 25	United States of America	1914.T14A	73/717316	16-Mar-88	1508361	11-Oct-88		
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FOOTWEAR, MEN'S WEARING APPAREL, NAMELY SHIRTS

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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BASS	United States of America	1914.T14C	73/334827	30-Oct-81	1231925	22-Mar-83		
Registered 18 HANDBAGS								

BASS	United States of America	1914.T14E	75/318388	02-Jul-97				
Pending 25								
MEN'S, WOMEN'S, BOY'S AND GIRLS' CLOTHING, NAMELY SHIRTS, SHORTS, PANTS, SWEATERS, TEE-SHIRTS, WIND RESISTANT JACKETS, JACKETS, SWIMSUITS, PAJAMAS, UNDERWEAR, CAPS, SOCKS AND HATS								

BASS	United States of America	1914.T14F	75/282554	24-Apr-97				
Pending 18								
LUGGAGE, HANDBAGS, PURSES, ATTACHE CASES, BRIEFCASES, CAMERA BAGS, BUSINESS AND CREDIT CARD CASES, PASSPORT CASES, WALLET								

BASS (STYLIZED)	United States of America	1914.T14B	71/657007	27-Nov-53	598803	30-Nov-54		
Registered 25								
BOOTS, SHOES, SLIPPERS AND MOCCASINS MADE OF LEATHER FOR MEN, WOMEN AND CHILDREN								

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark CountryName CaseNumber Application Number Filing Date Registration Number Registration Date Action Type Due Date

BASS (STYLIZED)

Registered 25 United States of America 1914.T14D 74/064325 31-May-90 1637659 12-Mar-91
 FOOTWEAR 24

BASS CASUAL AMERICAN

Pending 25 United States of America 1914.T15 75/040594 05-Jan-96
 CLOTHING, NAMELY, SHIRTS, SWEATERS, PANTS, COATS, JACKETS, SHORTS, SKIRTS, TIES, SCARVES, GLOVES, HEAD WEAR,
 SWIM WEAR, SLEEPWEAR, SOCKS, UNDERGARMENTS, AND FOOTWEAR, NAMELY, SHOES 25

BASS LOGO AND DESIGN

Registered 25 United States of America 1914.T16 73/714551 03-Mar-88 1509333 18-Oct-88
 FOOTWEAR, MEN'S WEARING APPAREL, NAMELY SHIRTS 26

BASS OUTDOOR AND DESIGN OF CANOE

Registered 25 United States of America 1914.T24 73/818537 10-Aug-89 1597563 22-May-90
 FOOTWEAR 27

BASS SADDLES AND BUCS AND DESIGN

Registered 25 United States of America 1914.T26 73/818534 10-Aug-89 1597562 22-May-90
 FOOTWEAR 28

TRADEMARK

REEL: 1754 FRAME: 0048

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark CountryName CaseNumber Application Number Filing Date Registration Number Registration Date Action Type Due Date

BASS SUNJUNS AND DESIGN OF BEACHBALL

Registered 25 United States of America 1914.T28 73/818540 10-Aug-89 1595501 08-May-90

FOOTWEAR

BASS TAILORED AND NEEDLE DESIGN

Registered 25 United States of America 1914.T32 73/818533 10-Aug-89 1597561 22-May-90

FOOTWEAR

BASS THE LOOK THAT

Registered 25 United States of America 1914.T34 73/815347 27-Jul-89 1645313 21-May-91

FOOTWEAR

BASS WEEJUNS AND DESIGN OF SHOE

Registered 25 United States of America 1914.T38 73/818539 10-Aug-89 1600993 12-Jun-90

FOOTWEAR

BENTLEY SQUARE SHIRTMAKERS

Registered 25 United States of America 1781.T13 74/224449 22-Nov-91 1725841 20-Oct-92

MEN'S AND BOYS' DRESS SHIRTS, SPORTS SHIRTS, KNIT SHIRTS AND SLACKS AND SWEATERS

TRADEMARK

REEL: 1754 FRAME: 0049

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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CAPE ISLE KNITTERS QUALITY AND DESIGN

Registered 25	United States of America	1781.T30C	74/007125	04-Dec-89	1614979	25-Sep-90		
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MEN'S AND LADIES' SWEATERS, KNIT TOPS, AND HOSIERY *gh*

CASHMOND

Registered 25	United States of America	1781.T33	73/216458	21-May-79	1147259	17-Feb-81		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS *3)*

CEZANI

Registered 25	United States of America	1781.T36	74/355074	03-Feb-93	1869666	27-Dec-94		
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NECKWEAR AND SHIRTS *gh*

CHAMPAGNE COLLECTION

Registered 25	United States of America	1781.T37	74/180539	28-Jun-91	1733177	17-Nov-92		
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DRESS SHIRTS *gh*

TRADEMARK

REEL: 1754 FRAME: 0050

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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CHERRY STREET SHIRTMAKERS

Registered 25	United States of America	1781.T39	73/474779	10-Apr-84	1329710	09-Apr-85		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

COBBLE LANE

Registered 25	United States of America	1781.T41	73/366739	27-May-82	1240453	31-May-83		
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MEN'S, BOYS', GIRLS', AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, SLACKS AND SWEATERS

COLOR MIXERS

Registered 25	United States of America	1781.T146	74/378138	12-Apr-93	1810871	14-Dec-93		
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MEN'S AND WOMEN'S SPORTS, DRESS AND KNIT SHIRTS

COMPASS

Registered 25	United States of America	1914.T42	74/110601	26-Oct-90	1788217	17-Aug-93		
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BOAT SHOES

TRADEMARK

REEL: 1754 FRAME: 0051

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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COTTON 100

Registered 25	United States of America	1781.T46	73/184006	30-Aug-78	1127918	18-Dec-79		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

COTTON ROYALE

Registered 25	United States of America	1781.T49	73/102913	12-Oct-76	1077478	15-Nov-77		
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MEN'S AND BOYS' COTTON SHIRTS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

COTTON WONDER

Registered 25	United States of America	1915.T10	73/267258	20-Jun-80	1178268	17-Nov-81		
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LADIES APPAREL - NAMELY SHIRTS, BLOUSES, SKIRTS, PANTS, JACKETS, TEE SHIRTS MADE WHOLLY OR PARTLY OF COTTON

COVINGTON COLLECTION

Registered 25	United States of America	1781.T45	73/164450	31-Mar-78	1130173	29-Jan-80		
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MEN'S, BOYS, GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, SLACKS AND SWEATERS

TRADEMARK

REEL: 1754 FRAME: 0052

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
CRYSTAL								
Registered 24	United States of America	1915.T16B	72/118566	25-Apr-61	726035	02-Jan-62		
	PIECE GOODS FOR DRESSES, DRESS ENSEMBLES, COATS, SUITS, SLACKS, PLAYSUITS, BLOUSES, SKIRTS.							
CRYSTAL								
Registered 25	United States of America	1915.T16C	72/276903	27-Jul-67	841287	26-Dec-67		
	LADIES AND MISSES DRESSES, COATS, SUITS, BLOUSES, SKIRTS AND SWEATERS.							
CRYSTAL KNITS								
Registered 25	United States of America	1915.T19	72/167224	22-Apr-63	764347	04-Feb-64		
	DRESSES AND SUITS							
CRYSTAL PROFESSIONAL SPORTS								
Registered 25	United States of America	1915.T15	73/312988	03-Jun-81	1205546	17-Aug-82		
	WOMENS CLOTHING - NAMELY TENNIS DRESSES, TENNIS SKIRTS, GOLF SKIRTS, CULOTTES, SWEATERS, BLOUSES, KNIT SHIRTS, WARM UP SUITS, JACKETS, ... PANTS AND SHORTS.							
CRYSTAL SUNFLOWERS								
Registered 25	United States of America	1915.T18	72/279894	08-Sep-67	842924	23-Jan-68		
	WOMEN'S AND CHILDREN'S DRESSES, SUITS, SLACKS, SHORTS, SKIRTS AND PANTS.							

TRADEMARK

REEL: 1754 FRAME: 0053

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark CountryName CaseNumber Application Number Filing Date Registration Number Registration Date Action Type Due Date

CRYSTALINE
 Registered United States of America 1915.T21 72/091242 19-Feb-60 706704 01-Nov-60
 24
 PIECE GOODS FOR MAKING WOMEN'S SUITS, COATS, DRESSES AND BLOUSES

CUSTOM CLUB
 Registered United States of America 1781.T50 73/491961 27-Jul-84 1354259 13-Aug-85
 25
 MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

DANIKA
 Registered United States of America 1915.T22 72/242461 01-Apr-66 834500 29-Aug-67
 25
 MISSES AND JUNIOR DRESSES

DAVID CRYSTAL
 Registered United States of America 1915.T23C 72/277003 28-Jul-67 842922 23-Jan-68
 25
 LADIES AND MISSES DRESSES, COATS, SUITS, BLOUSES, SHIRTS AND SWEATERS.

DAVID CRYSTAL
 Registered United States of America 1915.T23D 71/587182 02-Nov-49 556557 25-Mar-52
 25
 LADIES AND MISSES DRESSES, COATS, SUITS, BLOUSES, AND SKIRTS.

TRADEMARK

REEL: 1754 FRAME: 0054

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	Country Name	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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DESIGN OF BALL IN MOTION

Allowed 25	United States of America	1915.T98	75/332336	29-Jul-97				
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CLOTHING FOR MEN, WOMEN AND CHILDREN, NAMELY, SHIRTS, BLOUSES, SWEATERS, PANTS, SHORTS, OVERALLS, SKIRTS, DRESSES, HOSIERY, SOCKS, JACKETS, COATS, RAINCOATS, BLAZERS, BELTS, SWIM SUITS, HEADWEAR, HATS, GOLF CAPS, GLOVES AND FOOTWEAR

DESIGN OF COAT OF ARMS

Registered 25	United States of America	1915.T28C	72/276905	27-Jul-67	842920	23-Jan-68		
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MENS SHIRTS, GOLF CAPS AND GOLF GLOVES

DESIGN OF IRON AND HAND

Registered 25	United States of America	1781.T175	74/538169	15-Jun-94	1980133	11-Jun-96		
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CLOTHING, NAMELY SHIRTS

DESIGN OF IRON AND TRASH CAN

Registered 25	United States of America	1781.T176	74/537992	15-Jun-94	1989012	23-Jul-96		
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CLOTHING, NAMELY SHIRTS

TRADEMARK

REEL: 1754 FRAME: 0055

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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DESIGN OF NAUTICAL FLAG

Pending 25 CLOTHING	United States of America	1781.T181	75/348395	28-Aug-97				
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DESIGN OF NAUTICAL FLAG SPELLING ...

Registered 25 CLOTHING, NAMELY TEE-SHIRTS, POLO SHIRTS, WOVEN SHIRTS, SHORTS, PANTS, SWEATERS, WIND-RESISTANT JACKETS, JACKETS, GOLF SHIRTS, SWIMSUITS AND HATS, AND FOOTWEAR	United States of America	1914.T21D	75/028614	06-Dec-95	2020752	03-Dec-96		
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DESIGN OF NAUTICAL FLAGS ...

Registered 25 CLOTHING, NAMELY TEE-SHIRTS, POLO SHIRTS, WOVEN SHIRTS, SHORTS, PANTS, SWEATERS, WIND-RESISTANT JACKETS, JACKETS, GOLF SHIRTS, SWIMSUITS AND HATS, AND FOOTWEAR	United States of America	1914.T21C	75/028615	06-Dec-95	2020753	03-Dec-96		
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PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
DESIGN OF TIGER'S HEAD								
Registered 25 MENS OUTERSHIRTS AND LADIES OUTERSHIRTS	United States of America	1915.T25	72/030002	14-May-57	692842	09-Feb-60		
DOUBLE RR BRAND								
Registered 25 MEN'S, BOYS', GIRLS' AND WOMEN'S CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS	United States of America	1781.T59	73/193446	16-Nov-78	1149007	24-Mar-81		
DOZI								
Published 25 CLOTHING, NAMELY, PANTS AND SHIRTS	United States of America	1915.T33B	75/290176	09-May-97				
DUDLEY								
Registered 25 LADIES DRESSES	United States of America	1915.T34	72/120811	25-May-61	737941	18-Sep-62		
EAGLE								
Registered 25 WOVEN DRESS SHIRTS, NEGLIGEE SHIRTS AND UNDERSHIRTS, DRAWERS, AND SLEEPING GARMENTS	United States of America	1915.T36A	71/082181	26-Oct-14	110603	06-Jun-16		

TRADEMARK

REEL: 1754 FRAME: 0057

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
EAGLE Registered 25 SHIRTS, SWIM TRUNKS, SWEATERS AND NECKTIES	United States of America	1915.T36B	72/439020	20-Oct-72	986469	18-Jun-74		
EAGLE GOLF AND DESIGN Allowed 25 CLOTHING, NAMELY PANTS, SHORTS, SHIRTS, AND JERSEYS	United States of America	1915.T37B	74/728607	13-Sep-95				
EAGLE GOLF AND DESIGN Pending 25 CLOTHING, NAMELY, KNIT SHIRTS, SLACKS, SHORTS AND SWEATERS	United States of America	1915.T37C	75/207952	04-Dec-96				
EAGLE SHIRT SINCE 1867 Registered 25 SHIRTS	United States of America	1915.T38	73/554017	19-Aug-85	1388379	01-Apr-86		
EAGLE SHIRTMAKERS SINCE Registered 25 SHIRTS, SWIM TRUNKS AND SWEATERS AND LEISURE SLACKS	United States of America	1915.T35A	72/452737	28-Mar-73	988980	23-Jul-74		

TRADEMARK

REEL: 1754 FRAME: 0058

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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EAGLE SHIRTMAKERS SINCE

Allowed 18, 25	United States of America	1915.T35C	74/558689	08-Aug-94				
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WALLETS, CREDIT AND BUSINESS CARD CASES, PASSPORT CASES, BILLFOLDS, CHANGE PURSES AND DOPP KITS, NAMELY LEATHER CASES FOR TOILETRIES SOLD EMPTY, BRIEFCASE-TYPE PORTFOLIOS, LEATHER NOTEBOOKS, NAMELY BUSINESS ORGANIZERS AND DAY PLANNERS, AND KEY CASES IN CLASS 18; BELTS IN CLASS 25

EDITIONS BY VAN HEUSEN

Registered 25	United States of America	1781.T62	73/797813	04-May-89	1599673	05-Jun-90		
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MEN'S AND BOYS' AND GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

FASHION FLAIR

Registered 42	United States of America	1915.T40	73/337498	16-Nov-81	1220389	14-Dec-82		
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RETAIL CLOTHING STORE SERVICES

FIELD TRIAL

Registered 25	United States of America	1914.T44	72/043005	26-Dec-57	668410	14-Oct-58		
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MOCCASIN-TYPE HUNTING BOOTS

TRADEMARK

REEL: 1754 FRAME: 0059

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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FOR HER VAN HEUSEN AND DESIGN

Registered 25	United States of America	1781.T172	74/528689	24-May-94	1974190	14-May-96		
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WOMEN'S CLOTHING, NAMELY SHIRTS, PANTS, SWEATERS AND TOPS

FORTE ET FIDELI NIHIL DIFFICILE

Registered 25	United States of America	1915.T28A	72/072798	04-May-59	692103	26-Jan-60		
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MENS AND BOYS SHIRTS, SOCKS, SWIM TRUNKS, SWEATERS, SLACKS, WALK SHORTS, UNDERWEAR AND LADIES SHIRTS.

G GANT SHIRTMAKERS AND DESIGN

Registered 25	United States of America	1915.T51	72/244899	04-May-66	833385	08-Aug-67		
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OUTER DRESS AND SPORT SHIRTS FOR MEN AND WOMEN

G.H. BASS

Registered 42	United States of America	1914.T46A	73/587442	10-Mar-86	1435033	31-Mar-87		
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MAIL ORDER CATALOG SERVICES IN THE FIELD OF SHOES AND WEARING APPAREL

G.H. BASS & CO.

Pending 25	United States of America	1914.T45	75/318389	02-Jul-97				
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MENS, WOMEN'S, BOYS', AND GIRLS', CLOTHING, NAMELY, SHIRTS, SHORTS, PANTS, SWEATERS, TEE-SHIRTS, WIND RESISTANT JACKETS, SWIMSUITS, PAJAMAS, UNDERWEAR, CAPS, SOCKS AND HATS

TRADEMARK

REEL: 1754 FRAME: 0060

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	Country Name	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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G.H. BASS & CO.

Pending 35 RETAIL STORE SERVICES	United States of America	1914.T45A	75/426387	30-Jan-98				
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G.H. BASS & CO. WORLD CLASS FOOTWEAR ...

Registered 25 FOOTWEAR	United States of America	1914.T47	74/274103	11-May-92	1850358	16-Aug-94		
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G.H. BASS (STYLIZED)

Registered 42 RETAIL STORE SERVICES	United States of America	1914.T46B	73/604939	19-Jun-86	1432487	10-Mar-87		
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GANT

Registered 25 CLOTHING NAMELY NECKWEAR, HOSIERY, SHIRTS, SWIMWEAR, SLACKS, SHORTS, SUITS, COATS, JACKETS, SWEATERS, SKIRTS AND TOPS	United States of America	1915.T50A	73/556667	03-Sep-85	1391678	29-Apr-86		
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TRADEMARK

REEL: 1754 FRAME: 0061

29-Jun-98

PVH US MARKS ALPHABETICALLY

Trademark Country Name Case Number Application Number Filing Date Registration Number Registration Date Action Type Due Date

GANT

Registered 25 United States of America 1915.T50B 73/044348 18-Feb-75 1034382 24-Feb-76
OUTER DRESS AND SPORT SHIRTS, SWEATERS, SLACKS AND TROUSERS AND SPORT AND DRESS JACKETS FOR MEN AND WOMEN;
FOUR-IN-HAND AND BOW TIES FOR MEN AND SKIRTS FOR WOMEN

GANT

Registered 25 United States of America 1915.T50C 72/465567 13-Aug-73 995892 15-Oct-74
OUTER DRESS AND SPORTS SHIRTS OF WOVEN OR KNITTED MATERIALS FOR MEN AND WOMEN, BOW TIES, SWEATERS, SPORT
AND DRESS JACKETS, SLACKS AND TROUSERS

GANT

Registered 25 United States of America 1915.T50D 73/255958 31-Mar-80 1209780 21-Sep-82
CLOTHING NAMELY FOR MEN AND BOYS, SHIRTS, SWEATERS AND TAILORED CLOTHING, NAMELY SUITS AND SPORTS COATS,
SLACKS, OVERCOATS, AND TOPCOATS; FOR MEN; SLACKS, TROUSERS AND TENNIS WEAR; FOR BOYS; PANTS AND SHORTS; FOR
WOMEN; SHIRTS, DRESSES, JACKETS, SKIRTS, PANTS, TOPS, SHORTS, TENNIS WEAR, SWEATERS, AND TAILORED SUITS, SPORT
COATS AND SLACKS

GANT

Registered 25 United States of America 1915.T50E 74/445253 08-Oct-93 2136063 10-Feb-98
CLOTHING; NAMELY, SLEEPWEAR, INCLUDING PAJAMAS, NIGHTGOWNS AND ROBES, AND FOOTWEAR; NAMELY, SLIPPERS

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark CountryName CaseNumber Application Number Filing Date Registration Number Registration Date Action Type Due Date

GANT
 Registered United States of America 1915.T50G 74/452343 28-Oct-93 2142941 10-Mar-98
 24
 BED SHEETS, TOWELS, COMFORTERS, BEDSPREADS, PILLOWCASES, CURTAINS AND DRAPERIES, TABLECLOTHS NOT OF PAPER AND TEXTILE NAPKINS

GANT
 Registered United States of America 1915.T50I 74/677817 22-May-95 2134790 03-Feb-98
 25
 DRESS SHOES, SPORT SHOES, CASUAL SHOES, SANDALS, ATHLETIC SHOES, ALL FOR MEN, WOMEN AND CHILDREN

GANT
 Registered United States of America 1915.T50J 74/259417 26-Mar-92 1752641 16-Feb-93
 25
 BELTS AND SUSPENDERS

GANT
 Registered United States of America 1915.T50K 74/222514 18-Nov-91 1739847 15-Dec-92
 18
 WALLETS, CREDIT AND BUSINESS CARD CASES, PASSPORT CASES, BILLFOLDS, CHANGE PURSES, DOPP KITS, NAMELY LEATHER CASES FOR TOILETRIES SOLD EMPTY

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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GANT	United States of America	1915.T50L	73/708803	29-Jan-88	1512481	15-Nov-88		
Registered 9	EYEGASSES AND EYEGASS FRAMES							

GANT	United States of America	1915.T50M	75/075753	20-Mar-96	2077147	08-Jul-97		
Registered 25	CLOTHING, NAMELY, SHIRTS, OUTER DRESS AND SPORTS SHIRTS, OUTER DRESS AND SPORTS SHIRTS OF WOVEN OR KNITTED MATERIALS, FOUR-IN-HAND AND BOW TIES, NECKWEAR, SWEATERS, SPORT AND DRESS JACKETS, PARKAS, SLACKS, PANTS, TROUSERS, SUITS, SPORT COATS, OVERCOATS, TOPCOATS, TENNIS WEAR, HOSIERY, SWIMWEAR, SHORTS, BELTS, SUSPENDERS, HATS, DRESSES, SKIRTS AND TOPS							

GANT (STYLIZED)	United States of America	1915.T50H	74/468998	13-Dec-93	1873938	17-Jan-95		
Registered 25	CLOTHING, NAMELY, SHIRTS, SWEATERS, PANTS, JACKETS, NECKTIES, SUITS, SPORT COATS, OVERCOATS, TOPCOATS, SHORTS, HOSIERY, SWIMSUITS, BELTS, SUSPENDERS AND HATS							

GANT AMERICAN FOOTWEAR	United States of America	1915.T49	75/059337	16-Feb-96	2134910	03-Feb-98		
Registered 25	FOOTWEAR							

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
GANT U.S.A. AND SHIELD DESIGN								
Registered 25	United States of America	1915.T26A	74/728492	13-Sep-95	2056782	29-Apr-97		
CLOTHING, NAMELY SPORT SHIRTS, WOVEN SHIRTS, KNIT SHIRTS, TEE-SHIRTS, JACKETS, COATS, SWEATERS, SWIMWEAR, PANTS, SHORTS, HATS, BELTS AND NECKWEAR								
GANT U.S.A. AND SHIELD DESIGN								
Allowed 9, 18	United States of America	1915.T26B	74/735240	20-Sep-95				
EYEGASSES, SUNGLASSES, EYEGLOSS FRAMES, EYEGLOSS CASES, NECKCORDS FOR GLASSES, EYEGLOSS CADDIES AND HOLDERS; LEATHER GOODS, NAMELY WALLETS, CREDIT AND BUSINESS CARD CASES, PASSPORT CASES, BILLFOLDS, CHANGE PURSES, HOLDERS, DOPP KITS, NAMELY LEATHER CASES FOR TOILETRIES SOLD EMPTY								
GENERIC								
Registered 25	United States of America	1781.T164	73/193947	20-Nov-78	1133736	22-Apr-80		
MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS								
GENUINE APPAREL CO.								
Registered 25	United States of America	1781.T55	73/776354	23-Jan-89	1547802	11-Jul-89		
MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, SLACKS AND SWEATERS								

TRADEMARK

REEL: 1754 FRAME: 0065

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Action Type	Due Date
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GENUINE CLOTHING CO.

Registered 25	United States of America	1781.T53	73/730067	23-May-88	1548764		18-Jul-89
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, AND SLACKS AND SWEATERS

HALF-BREED

Registered 25	United States of America	1914.T49	72/050867	02-May-58	673575		03-Feb-59
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BOOTS, SHOES, SLIPPERS AND MOCCASINS OF LEATHER, RUBBER, AND FABRIC AND COMBINATIONS THEREOF

HENNESSY

Registered 25	United States of America	1781.T58A	73/516734	09-Jan-85	1354350		13-Aug-85
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SHIRTS

HENNESSY BY VAN HEUSEN (STYLIZED)

Registered 25	United States of America	1781.T69A	73/146532	31-Oct-77	1131373		26-Feb-80
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MEN'S, BOYS', GIRLS' AND WOMEN'S CLOTHING, NAMELY SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, SLACKS AND SWEATERS

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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HENNESSY CONTEMPORARY STYLING BY VAN HEUSEN

Registered 25 SHIRTS	United States of America	1781.T69B	74/020729	22-Jan-90	1616841	09-Oct-90		
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HENNESSY COUTURE

Registered 25 MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, AND SLACKS AND SWEATERS	United States of America	1781.T67	73/294840	29-Jan-81	1196306	25-May-82		
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HIS SHIRTS FOR HER

Registered 25 MEN'S, BOYS', GIRLS', AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS	United States of America	1781.T138	73/760324	28-Oct-88	1721219	29-Sep-92		
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IZOD AND CREST DESIGN

Registered 25 CLOTHING, NAMELY SHIRTS, SWEATERS, PANTS, SHORTS, JACKETS, SOCKS, HAT AND GLOVES	United States of America	1915.T64D	74/470537	17-Dec-93	1875333	24-Jan-95		
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PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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I IZOD AND DESIGN

Registered 28	United States of America	1915.T64E	74/470548	17-Dec-93	1877720	07-Feb-95		
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SPORTING GOODS, NAMELY GOLF BALLS, GOLF PUTTERS, GOLF CLUB COVERS, GOLF BAG COVERS, GOLF BAG TAGS, DIVOT MARKERS, GOLF TEES, GOLF BALL MARKERS AND GOLF DUFFLE BAGS

I WORK. I PLAY. IZOD

Allowed 25	United States of America	1915.T6	74/728036	12-Sep-95				
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CLOTHING, NAMELY TEE-SHIRTS, POLOSHIRTS, WOVEN SHIRTS, SHORTS, PANTS, SWEATERS, WINDRESISTANT JACKETS, GOLF SHIRTS, SWIMSUITS AND HATS

IMAGE OF SILK

Registered 25	United States of America	1781.T71	73/184008	30-Aug-78	1129596	22-Jan-80		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

IZOD

Registered 25	United States of America	1915.T63A	73/458252	23-Dec-83	1311169	25-Dec-84		
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APPAREL FOR MEN, WOMEN AND CHILDREN - NAMELY, SHIRTS, BLOUSES, SWEATERS, PANTS, JEANS, SHORTS, OVERALLS, SKIRTS, CULOTTES, DRESSES, JUMPERS, VESTS, JACKETS, RAIN SUITS, WARM-UP SUITS, SWEATSHIRTS, SWIMSUITS, TENNIS WEAR, SOCKS, LEGWARMERS, SCARVES, HATS, BELTS, LEOTARDS, TIGHTS, TIES, HEAD BANDS, WRIST BANDS, DIAPER SETS, CREEPERS, STRETCHIES

TRADEMARK

REEL: 1754 FRAME: 0068

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
IZOD Registered 25 MEN'S AND WOMEN'S SPORTS SHIRTS, HOSE, JACKETS, BELTS, AND TIES AND MEN'S SLACKS AND SWIM TRUNKS	United States of America	1915.T63B	72/002690	15-Feb-56	655860	17-Dec-57		
IZOD Registered 25 MEN'S RIBBED SOCKS	United States of America	1915.T63C	72/037071	12-Sep-57	674219	17-Feb-59		
IZOD Registered 25 WOMEN'S SUITS AND DRESSES	United States of America	1915.T63D	72/090760	11-Feb-60	706689	02-Nov-60		
IZOD Registered 25 RAINCOATS	United States of America	1915.T63E	72/159589	21-Dec-62	756956	17-Sep-63		
IZOD Registered 25 MEN'S WALKING SHORTS, SLACKS, SWEATERS, GOLF CAPS AND GLOVES, SOCKS, JACKETS, AND MEN'S AND WOMEN'S SPORTS SHIRTS	United States of America	1915.T63F	72/276502	21-Jul-67	840548	12-Dec-67		

TRADEMARK

REEL: 1754 FRAME: 0069

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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IZOD	United States of America	1915.T63G	73/317921	06-Jul-81	1265729	31-Jan-84		
Registered 18								
LUGGAGE								

IZOD	United States of America	1915.T63H	74/517222	26-Apr-94				
Allowed 24								
BED SHEETS, TOWELS, COMFORTERS, BEDSPREADS, PILLOWCASES, CURTAINS AND DRAPERIES, TEXTILE TABLECLOTHS, TEXTILE NAPKINS AND SHOWER CURTAINS								

IZOD	United States of America	1915.T63I	75/282555	24-Apr-97				
Allowed 25								
FOOTWEAR								

IZOD	United States of America	1915.T63J	75/334509	01-Aug-97	2136046	10-Feb-98		
Registered 35								
RETAIL STORE SERVICES IN THE FIELD OF CLOTHING AND SPORTING GOODS								

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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IZOD AND BALL IN MOTION DESIGN

Allowed 25	United States of America	1915.T97	75/332326	29-Jul-97				
CLOTHING FOR MEN, WOMEN AND CHILDREN, NAMELY, SHIRTS, BLOUSES, SWEATERS, PANTS, SHORTS, OVERALLS, SKIRTS, DRESSES, HOSIERY, SOCKS, JACKETS, COATS, RAINCOATS, BLAZERS, BELTS, SWIM SUITS, HEADWEAR, HATS, GOLF CAPS, GLOVES AND FOOTWEAR								

IZOD AND DESIGN

Registered 25	United States of America	1915.T64B	72/426535	07-Jun-72	976866	15-Jan-74		
MEN'S AND BOY'S COATS, LEISURE JACKETS, SLACKS, SOCKS, SHIRTS, HATS, SWEATERS, WALK SHORTS, TENNIS SHORTS, SWIM TRUNKS AND GLOVES								

IZOD AND DESIGN

Registered 25	United States of America	1915.T64C	73/007337	26-Nov-73	999032	26-Nov-74		
MEN'S CLOTHING, NAMELY SPORTS SHIRTS, HOSE, SOCKS, JACKETS, SPORT COATS, SLACKS, WALK SHORTS, SWIM TRUNKS, GOLF CAPS AND GLOVES AND SWEATERS								

IZOD AND DESIGN

Registered 25	United States of America	1915.T64F	73/233256	28-Sep-79	1162035	21-Jul-81		
MEN'S CLOTHING, NAMELY SPORTS SHIRTS, BLAZERS AND SUITS								

TRADEMARK

REEL: 1754 FRAME: 0071

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
IZOD AND DESIGN								
Registered 25, 28 CLOTHING, NAMELY PANTS, SHORTS, SHIRTS, SWEATERS, JACKETS, VESTS, HATS, CAPS, SOCKS AND GOLF GLOVES	United States of America	1915.T64G	74/574888	19-Sep-94	2018181	19-Nov-96		
IZOD AND DESIGN OF COAT OF ARMS								
Registered 25 RAINCOATS	United States of America	1915.T64A	72/159737	26-Dec-62	757821	01-Oct-63		
IZOD BABY								
Registered 25 CLOTHING FOR CHILDREN; NAMELY, COVERALLS, OVERALLS, SHIRTS, SHORTS, PANTS, SKIRTS, DRESSES, SLEEPERS, ROMPERS, CREEPERS, BIBS	United States of America	1915.T65	74/268544	23-Apr-92	1773705	25-May-93		
IZOD BOYS								
Registered 25 CLOTHING, NAMELY SHIRTS, PANTS, SWEATERS, SHORTS, JACKETS AND SWIMWEAR	United States of America	1915.T66	74/124418	17-Dec-90	1665904	26-Nov-91		
IZOD CLUB								
Registered 25 CLOTHING; NAMELY, SHIRTS, SWEATERS, PANTS, SHORTS, SWEATSHIRTS, JACKETS, COATS, CLOTH BELTS AND HOSIERY	United States of America	1915.T68	74/375384	05-Apr-93	1809320	07-Dec-93		

TRADEMARK

REEL: 1754 FRAME: 0072

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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IZOD CLUB INTERNATIONAL TOUR

Registered 25	United States of America	1915.T69	74/391666	18-May-93	1821448	15-Feb-94		
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CLOTHING, NAMELY SHIRTS, SWEATERS, SWEATSHIRTS, JACKETS AND COATS

IZOD EXTREME LEISURE

Published 25	United States of America	1915.T96	75/311637	19-Jun-97				
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CLOTHING FOR MEN, WOMEN AND CHILDREN, NAMELY, SHIRTS, BLOUSES, SWEATERS, PANTS, SHORTS, OVERALLS, SKIRTS, DRESSES, HOSIERY, SOCKS, JACKETS, COATS, RAINCOATS, BLAZERS, BELTS, SWIM SUITS, HEADWEAR, HATS, GOLF CAPS, GLOVES, AND FOOTWEAR

IZOD FOR HER

Registered 25	United States of America	1915.T70	73/099412	10-Sep-76	1110569	02-Jan-79		
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LADIES' GARMENTS, NAMELY DRESSES, JACKETS, SLACKS, BLOUSES, VESTS, SKIRTS, SUIT AND JUMPSUITS

IZOD KIDS (STYLIZED)

Registered 25	United States of America	1915.T71	74/186176	18-Jul-91	1753292	16-Feb-93		
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CLOTHING; NAMELY, PANTS, SHORTS, SHIRTS, JACKETS, SWIMWEAR, TIES AND BELTS

TRADEMARK

REEL: 1754 FRAME: 0073

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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IZOD THE CHOICE OF CHAMPIONS

Registered	United States of America	1915.T67A	72/190731	09-Apr-64	787838	06-Apr-65		
25								
	MEN'S SHIRTS							

IZOD THE CHOICE OF CHAMPIONS

Registered	United States of America	1915.T67B	72/276096	27-Jul-67	842921	23-Jan-68		
25								
	MEN'S SWIM TRUNKS, WALKING SHORTS, SLACKS, SWEATERS, GOLF CAPS AND GLOVES, SOCKS, JACKETS AND MEN'S AND WOMEN'S SPORT SHIRTS							

LA PLUME

Registered	United States of America	1781.T129	73/346565	21-Jan-82	1226042	01-Feb-83		
25								
	MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS							

LADY VAN HEUSEN

Registered	United States of America	1781.T72	74/224446	22-Nov-91	1715961	15-Sep-92		
25								
	WOMEN'S WEAR, NAMELY BLOUSES, DRESSES, SWEATERS, SKIRTS, SUITS, LINGERIE, PAJAMAS, COLLARS, SCARVES, CUFFS, SLACKS, SHORTS, JACKETS, PLAYSUITS							

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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LAST STOP OUTLET

Registered 42	United States of America	1781.T155B	75/150598	15-Aug-96	2093737	02-Sep-97		
RETAIL STORE SERVICES FEATURING APPAREL								

LONDON GEAR

Registered 25	United States of America	1781.T77	72/242842	06-Apr-66	830814	20-Jun-67		
MEN'S AND BOYS' SLACKS, SWEATERS, SPORTS SHIRTS, KNIT SHIRTS AND DRESS SHIRTS								

LOW SLOPE

Registered 25	United States of America	1781.T73	73/110241	20-Dec-76	1079443	13-Dec-77		
MEN'S, BOYS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, SLACKS AND SWEATERS								

LUSTROUS LIFE (STYLIZED)

Registered 25	United States of America	1781.T75	73/136647	08-Aug-77	1105174	31-Oct-78		
MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS								

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	Country Name	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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MADE FOR WEEKENDS

Registered 25	United States of America	1781.T128	73/346566	21-Jan-82	1226043	01-Feb-83		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

MARCO DIROMA (STYLIZED)

Registered 25	United States of America	1781.T139	72/160798	16-Jan-63	771924	23-Jun-64		
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MEN'S KNIT SHIRTS

MIRACLE CARE BY VAN HEUSEN

Allowed 25	United States of America	1781.T152	74/498224	08-Mar-94				
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MEN'S SHIRTS

TRADEMARK

REEL: 1754 FRAME: 0076

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
MONOGRAMS								
Registered 25 WOMEN'S, MEN'S AND BOYS' SHOES	United States of America	1914.T50	72/237923	03-Feb-66	821179	27-Dec-66		
OPEN BOUNDARIES								
Registered 25 MEN'S SHIRTS	United States of America	1781.T78	74/367872	15-Mar-93	1804583	16-Nov-93		
OVER EASY								
Registered 25 MEN'S DRESS SHIRTS AND SPORTSWEAR, NAMELY KNIT SHIRTS, PANTS AND SHORTS	United States of America	1781.T141	74/293240	13-Jul-92	1756970	09-Mar-93		
OXFORD-AIRE								
Registered 25 MENS AND LADIES SHIRTS	United States of America	1915.T74	72/021146	17-Dec-56	650134	13-Aug-57		
OXFORDIAN								
Registered 25 MEN'S AND BOYS' SHIRTS	United States of America	1781.T79	72/226561	26-Aug-65	822408	17-Jan-67		

TRADEMARK

REEL: 1754 FRAME: 0077

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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PICKWICK

Registered 25	United States of America	1781.T168	73/033319	30-Sep-74	1026820	09-Dec-75		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, AND SLACKS AND SWEATERS

PLAYERS

Registered 25	United States of America	1781.T81	73/441359	29-Aug-83	1464623	10-Nov-87		
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MEN'S AND BOYS' APPAREL, NAMELY DRESS SHIRTS, SPORT SHIRTS, AND KNIT SHIRTS

POUR LE SPORT AND DESIGN

Registered 25	United States of America	1915.T75	72/086417	01-Dec-59	725663	26-Dec-61		
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LEOTARDS

PRIATTI

Registered 18, 25	United States of America	1781.T145A	74/420792	05-Aug-93	1845606	19-Jul-94		
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WALLETS, MEN'S DRESS SHIRTS, TIES, KNIT SHIRTS AND KNIT SWEATERS, SWEATERS, PANTS, SUITS, SPORT COATS, SHOES, BELTS, SPORT SHIRTS, ROBES, UNDERWEAR, PAJAMAS

TRADEMARK

REEL: 1754 FRAME: 0078

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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PRIORITIES BY VAN HEUSEN

Registered 25 MEN'S DRESS SHIRTS	United States of America	1781.T158	74/120572	29-Nov-90	1941912	19-Dec-95		
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QUAIL HUNTER

Registered 25 MOCCASIN BOOTS	United States of America	1914.T52	72/056080	28-Jul-58	678515	12-May-59		
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RAYNEBEATER

Registered 25 MEN'S OUTER SHIRTS	United States of America	1781.T83	71/446977	11-Sep-41	393168	27-Jan-42		
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ROUGH THREADS

Registered 25 CLOTHING, NAMELY SHIRTS, SWEATERS, JACKETS, PANTS, SHORTS, CULLOTTES, SKIRTS, SWIMWEAR, HOSIERY, CAPS AND VISORS	United States of America	1915.T77	74/410120	08-Jul-93	1879252	14-Feb-95		
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ROUGH WEATHER AND DESIGN

Registered 25 CLOTHING, NAMELY SHIRTS, SHORTS, PANTS, SWEATERS, SWIMSUITS, JACKETS AND COATS	United States of America	1915.T95	74/735244	20-Sep-95	1990147	30-Jul-96		
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TRADEMARK

REEL: 1754 FRAME: 0079

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
ROUGH WEATHER RUGGED RELIABLE ... Registered 25	United States of America	1915.T78	74/400447	11-Jun-93	1858202	11-Oct-94		
CLOTHING, NAMELY SHIRTS, SHORTS, PANTS, SWEATERS, SWIM SUITS, JACKETS AND COATS								
ROYAL WARRANT Registered 25	United States of America	1781.T140	74/248894	24-Feb-92	1734952	24-Nov-92		
MEN'S SPORT AND DRESS SHIRTS								
SALTY DOG Registered 25	United States of America	1915.T80B	74/504803	25-Mar-94	1892198	02-May-95		
CLOTHING, NAMELY SHIRTS, SLACKS, JACKETS, SWEATERS, SHORTS, SWIMWEAR, CAPS, SOCKS								
SALTY DOG Registered 25	United States of America	1915.T80D	74/509939	07-Apr-94	2006611	08-Oct-96		
NECKWEAR, SUSPENDERS AND BELTS								
SALTY DOG Registered 25	United States of America	1915.T80E	72/276640	24-Jul-67	854677	13-Aug-68		
SHIRTS, TROUSERS AND JACKETS FOR MEN, WOMEN AND CHILDREN								

TRADEMARK

REEL: 1754 FRAME: 0080

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
SALTY DOG AND DESIGN								
Registered 25	United States of America	1915.T80A	74/302724	10-Aug-92	1760002	23-Mar-93		
CLOTHING, NAMELY SHIRTS, SLACKS AND JACKETS								
SALTY DOG AND DESIGN								
Registered 9	United States of America	1915.T80F	74/736168	29-Sep-95	2013534	05-Nov-96		
EYEGLASSES, SUNGLASSES, EYEGLASS FRAMES, EYEGLASS CASES, EYEGLASS CHAINS AND CORDS AND EYEGLASS CADDIES AND HOLDERS								
SALTY DOG AND DESIGN								
Allowed 18	United States of America	1915.T80G	74/735243	20-Sep-95				
LEATHER GOODS, NAMELY WALLETS, CREDIT AND BUSINESS CARD CASES, PASSPORT CASES, BILLFOLDS, CHANGE HOLDERS, DOPP KITS, NAMELY LEATHER CASES FOR TOILETRIES AND SOLD EMPTY								
SHELTER MOUNTAIN								
Registered 25	United States of America	1781.T134	73/342498	21-Dec-81	1221868	28-Dec-82		
MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, SLACKS AND SWEATERS								

TRADEMARK

REEL: 1754 FRAME: 0081

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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SILK PLUS

Registered 25	United States of America	1781.T91	73/116595	22-Feb-77	1096094	11-Jul-78		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, SLACKS AND SWEATERS

SNAP TAB

Registered 25	United States of America	1781.T87	73/184005	30-Aug-78	1132923	08-Apr-80		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

SPLENDOR (STYLIZED)

Registered 25	United States of America	1781.T85	71/440379	06-Feb-41	388438	24-Jun-41		
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MEN'S OUTER SHIRTS, MEN'S PAJAMAS, UNDERWEAR, BOTH KNIT AND WOVEN GOODS, MEN'S NECKWEAR AND HOSIERY

SPORTOCASIN (STYLIZED LETTERS)

Registered 25	United States of America	1914.T54	71/163071	29-Apr-22	164084	13-Feb-23		
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SHOES MADE OF LEATHER AND RUBBER COMBINED

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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SPORTTOWN (STYLIZED LETTERS)

Registered 25	United States of America	1781.T89	71/227775	25-Feb-26	226165	05-Apr-27		
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CLOAKS, OVERCOATS, SWEATERS, BATH ROBES, BATHING SUITS, UNDERWEAR OF KNITTED AND TEXTILE FABRIC, BELTS FOR PERSONAL WEAR, HATS AND CAPS FOR MEN, WOMEN AND CHILDREN; COLLARS, CUFFS, NECKTIES, CRAVATS, MUFFLERS, DRESS SHIRTS, NEGLIGENCE SHIRTS, WORK SHIRTS, BLOUSES, GARTERS, SUSPENDERS, HOSIERY, NIGHTSHIRTS, NIGHTGOWNS, PYJAMAS, SLEEPING BAGS, OVERSHOES MADE OF RUBBER AND COMBINATIONS OF RUBBER AND FABRIC, AND SHOES, SLIPPERS, AND GLOVES MADE OF LEATHER OR FABRIC OR COMBINATIONS THEREOF

STRETCH COMFORT

Pending 25	United States of America	1781.T180	75/270120	07-Apr-97				
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SHIRTS

SUGARLOAFER

Registered 25	United States of America	1914.T56	73/161406	08-Mar-78	1107391	28-Nov-78		
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BOOTS AND SHOES

SUMMER WEAVES

Registered 25	United States of America	1781.T142	74/377922	12-Apr-93	1861861	08-Nov-94		
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MEN'S AND WOMEN'S SPORT, DRESS AND KNIT SHIRTS

TRADEMARK

REEL: 1754 FRAME: 0083

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
THE CHOICE OF CHAMPIONS								
Registered 25 BOYS SHIRTS, GOLF CAPS AND GOLF GLOVES	United States of America	1915.T7B	72/276904	27-Jul-67	842919	23-Jan-68		
THE CRYSTAL CHEMISE								
Registered 25 DRESSES	United States of America	1915.T86	72/428506	27-Jun-72	115770	16-Jun-81		
THE FITTED SHIRT								
Registered 25 MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS	United States of America	1781.T61	73/259079	21-Apr-80	1180686	01-Dec-81		
THE IZOD MAN AND DESIGN								
Registered 25 KNIT SHIRTS, PANTS, SHORTS, JEANS, SWEATERS, SLICKERS, JACKETS, WOVEN SHIRTS	United States of America	1915.T88	73/311685	26-May-81	1209818	21-Sep-82		
THE LOOK THAT NEVER WEARS OUT								
Registered 25 FOOTWEAR	United States of America	1781.T74	73/815348	27-Jul-89	1621316	06-Nov-90		

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	Country/Name	Case Number	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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THE SHIRT THAT IRONS ITSELF

Registered 25 CLOTHING, NAMELY SHIRTS	United States of America	1781.T174	74/514703	15-Apr-94	2095468	09-Sep-97		
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TROPICANA

Registered 25 WOMEN'S SUITS	United States of America	1915.T90	72/113505	13-Feb-61	725088	12-Dec-61		
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ULTRA LUSTRE

Registered 25 MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, AND SLACKS AND SWEATERS	United States of America	1781.T113	73/222312	05-Jul-79	1152509	28-Apr-81		
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VAN DUAL

Registered 25 MEN'S AND BOYS' SHIRTS	United States of America	1781.T96	71/475663	24-Oct-44	413015	03-Apr-45		
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VAN HEUSEN

Registered 9 EYEGLASSES	United States of America	1781.T98A	73/743107	29-Jul-88	1580850	30-Jan-90		
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PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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VAN HEUSEN

Registered 25	United States of America	1781.T98B	72/115723	15-Mar-61	728039	27-Feb-62		
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DRESS SHIRTS, NEGLIGEE SHIRTS, WORK SHIRTS AND PARTS THEREOF, NECKBANDS, CUFFS AND SHIRT FRONTS

VAN HEUSEN CLASSIC COLLECTION

Registered 25	United States of America	1781.T95	73/092903	09-Jul-76	1062830	05-Apr-77		
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DRESS SHIRTS AND SPORT SHIRTS

VAN HEUSEN CLASSICS

Registered 25	United States of America	1781.T97	73/092901	09-Jul-76	1062829	05-Apr-77		
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DRESS SHIRTS AND SPORT SHIRTS

VAN HEUSEN DIRECT

Registered 16	United States of America	1781.T101A	74/322871	16-Oct-92	1772974	25-May-93		
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BROCHURES AND PAMPHLETS REGARDING CLOTHING AND WEARING APPAREL

VAN HEUSEN DIRECT

Registered 42	United States of America	1781.T101B	74/297274	24-Jul-92	1761885	30-Mar-93		
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RETAIL STORE SERVICES IN THE FIELD OF CLOTHING AND WEARING APPAREL

TRADEMARK

REEL: 1754 FRAME: 0087

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
VAN HEUSEN FOR HER								
Registered 25 WOMEN'S SHIRTS, PANTS SWEATERS AND TOPS	United States of America	1781.T171	74/333427	23-Nov-92	1790483	31-Aug-93		
VAN HEUSEN GEAR								
Registered 25 MEN'S AND BOYS' SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORTS SHIRTS, UNDERWEAR, KNIT SHIRTS, AND SLACKS AND SWEATERS	United States of America	1781.T193	72/263476	27-Jan-67	849446	21-May-68		
VAN NATURAL								
Registered 25 MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS	United States of America	1781.T107	73/184007	30-Aug-78	1122469	17-Jul-79		
VAN SPLENDOR								
Registered 25 MEN'S NECKTIES AND SCARVES	United States of America	1781.T105	71/482439	21-Apr-45	418726	08-Jan-46		
VH IN SCRIPT AND DESIGN								
Registered 24, 25 SHIRTS, SPORT SHIRTS, TIES, PAJAMAS, HANDKERCHIEFS, UNDERWEAR, SWIMWEAR AND SWEATERS	United States of America	1781.T117	72/062957	21-Nov-58	684482	01-Sep-59		

TRADEMARK

REEL: 1754 FRAME: 0088

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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VH LOGO (IN VERTICAL) AND DESIGN

Registered 25	United States of America	1781.T116	73/139088	29-Aug-77	1100255	22-Aug-78		
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MEN'S, BOYS, GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS, SLACKS AND SWEATERS

WALNUT TREE SHIRTMAKERS

Registered 25	United States of America	1781.T122	73/474783	10-Apr-84	1329711	09-Apr-85		
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MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS

WE THE PEOPLE OF PVH

Registered 16	United States of America	1781.T119	74/384719	30-Apr-93	1819902	08-Feb-94		
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PUBLICATIONS IN THE NATURE OF IN-HOUSE NEWSLETTERS FEATURING CORPORATE NEWS AND ACTIVITIES

WEEJUN WALKERS

Registered 25	United States of America	1914.T64	73/670597	06-Jul-87	1509304	18-Oct-88		
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MEN'S SHOES

TRADEMARK

REEL: 1754 FRAME: 0089

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
WEEJUNS (STYLIZED)								
Registered 25 BOOTS, SHOES, SLIPPERS AND MOCCASINS OF LEATHER, RUBBER AND FABRIC, AND COMBINATIONS THEREOF	United States of America	1914.T66	72/023533	31-Jan-57	657151	14-Jan-58		
								300
WEEKENDS ONLY								
Registered 25 MEN'S SPORT, DRESS AND KNIT SHIRTS	United States of America	1781.T115	74/360119	18-Feb-93	1806203	23-Nov-93		
								93
WINTER POLOS								
Registered 25 KNITTED SHIRTS WITH UPSTANDING TURTLENECK COLLARS	United States of America	1781.T121	73/289674	15-Dec-80	1226025	01-Feb-83		
								706
WINTERWEIGHTS								
Registered 25 MEN'S, BOYS', GIRLS' AND WOMEN'S SHIRTS, CUFFS, COLLARS, PAJAMAS, SPORT SHIRTS, UNDERWEAR, KNIT SHIRTS AND SLACKS AND SWEATERS	United States of America	1781.T120	73/244502	31-Dec-79	1194536	27-Apr-82		
								705

TRADEMARK

REEL: 1754 FRAME: 0090

PVH US MARKS ALPHABETICALLY

29-Jun-98

Trademark	CountryName	CaseNumber	Application Number	Filing Date	Registration Number	Registration Date	Action Type	Due Date
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WORLD CHAMPIONSHIP RACING

Registered 25 United States of America 1781.T124 74/240628 27-Jan-92 1722119 06-Oct-92

MEN'S AND WOMEN'S WOVEN SHIRTS AND KNIT SHIRTS *gld*

SECURITY AGREEMENT dated as of April 22, 1998, among PHILLIPS-VAN HEUSEN CORPORATION, a Delaware corporation (the "Borrower"), each Subsidiary of the Borrower listed on Schedule I hereto (each such Subsidiary, individually, a "Subsidiary Guarantor" and, collectively, the "Subsidiary Guarantors"; the Borrower and the Subsidiary Guarantors are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity the "Collateral Agent") for the Secured Parties (as defined below).

Reference is made to (a) the Credit Agreement dated as of April 22, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders") and Chase, as administrative agent (in such capacity, the "Administrative Agent"), (b) the Guarantee Agreement dated as of April 22, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Subsidiary Guarantors and the Collateral Agent and (c) the Indenture dated as of November 1, 1993, by and between the Borrower and The Bank of New York, as Trustee for the holders (the "Debenture Holders") of the Borrower's 7-¾% Debentures due 2023.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents, (d) the due and punctual payment and performance of all obligations of the Borrower under each Hedging Agreement entered into with any counterparty that was a Lender or an affiliate thereof at the time such Hedging Agreement was entered into, (e) the due and punctual

payment and performance of all obligations in respect of overdrafts and related liabilities owed to the Administrative Agent or any of its Affiliates and arising from treasury, depository and cash management services in connection with any automated clearing house transfers of funds and (f) the due and punctual payment by the Borrower of all obligations and liabilities of the Borrower in respect of the Debentures, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise (all the monetary and other obligations described in the preceding clauses (a) through (f) being collectively called the "Obligations").

Accordingly, each of the parties hereto hereby agrees as follows:

ARTICLE I

Definitions

SECTION 1.01. Definition of Terms Used Herein. Unless the context otherwise requires, all capitalized terms used but not defined herein shall have the meanings set forth in the Credit Agreement.

SECTION 1.02. Definition of Certain Terms Used Herein. As used herein, the following terms shall have the following meanings:

"Account Debtor" shall mean any person who is or who may become obligated to any Grantor under, with respect to or on account of an Account.

"Accounts" shall mean any and all right, title and interest of any Grantor to payment for goods and services sold or leased, including any such right evidenced by chattel paper, whether due or to become due, whether or not it has been earned by performance, and whether now or hereafter acquired or arising in the future, including accounts receivable from Affiliates of the Grantors.

"Accounts Receivable" shall mean all Accounts and all right, title and interest in any returned goods, together with all rights, titles, securities and guarantees with respect thereto, including any rights to stoppage in transit, replevin, reclamation and resales, and all related security interests, liens and pledges, whether voluntary or involuntary, in each case whether now existing or owned or hereafter arising or acquired.

"Collateral" shall mean all (a) Accounts Receivable, (b) Documents, (c) Equipment, (d) General Intangibles, (e) Inventory, (f) cash and cash accounts, (g) Investment Property and (h) Proceeds.

"Commodity Account" shall mean an account maintained by a Commodity Intermediary in which a Commodity Contract is carried out for a Commodity Customer.

"Commodity Contract" shall mean a commodity futures contract, an option on a commodity futures contract, a commodity option or any other contract that, in each case, is (a) traded on or subject to the rules of a board of trade that has been designated as a contract market for such a contract pursuant to the federal commodities laws or (b)

traded on a foreign commodity board of trade, exchange or market, and is carried on the books of a Commodity Intermediary for a Commodity Customer.

“Commodity Customer” shall mean a person for whom a Commodity Intermediary carries a Commodity Contract on its books.

“Commodity Intermediary” shall mean (a) a person who is registered as a futures commission merchant under the federal commodities laws or (b) a person who in the ordinary course of its business provides clearance or settlement services for a board of trade that has been designated as a contract market pursuant to federal commodities laws.

“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 Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now or hereafter owned by any third party, and all rights of such Grantor under any such agreement.

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

“Credit Agreement” shall have the meaning assigned to such term in the preliminary statement of this Agreement.

“Depository Agreement” shall mean a Depository Agreement substantially in the form of Annex 1 hereto or otherwise reasonably satisfactory to the Collateral Agent among the Borrower, the Collateral Agent and each bank or financial institution referenced in Section 5.01.

“Documents” shall mean all instruments, files, records, ledger sheets and documents covering or relating to any of the Collateral.

“Entitlement Holder” shall mean a person identified in the records of a Securities Intermediary as the person having a Security Entitlement against the Securities Intermediary. If a person acquires a Security Entitlement by virtue of Section 8-501(b)(2) or (3) of the Uniform Commercial Code, such person is the Entitlement Holder.

“Equipment” shall mean all equipment, furniture and furnishings, and all tangible personal property similar to any of the foregoing, including tools, parts and supplies of every kind and description, and all improvements, accessions or appurtenances thereto, that are now or hereafter owned by any Grantor. The term Equipment shall include Fixtures.

“Financial Asset” shall mean (a) a Security, (b) an obligation of a person or a share, participation or other interest in a person or in property or an enterprise of a person, which is, or is of a type, dealt with in or traded on financial markets, or which is

recognized in any area in which it is issued or dealt in as a medium for investment or (c) any property that is held by a Securities Intermediary for another person in a Securities Account if the Securities Intermediary has expressly agreed with the other person that the property is to be treated as a Financial Asset under Article 8 of the Uniform Commercial Code. As the context requires, the term Financial Asset shall mean either the interest itself or the means by which a person's claim to it is evidenced, including a certificated or uncertificated Security, a certificate representing a Security or a Security Entitlement.

“Fixtures” shall mean all items of Equipment, whether now owned or hereafter acquired, of any Grantor that become so related to particular real estate that an interest in them arises under any real estate law applicable thereto.

“General Intangibles” shall mean all choses in action and causes of action and all other assignable intangible personal property of any Grantor of every kind and nature (other than Accounts Receivable) now owned or hereafter acquired by any Grantor, including corporate or other business records, indemnification claims, contract rights (including rights under leases, whether entered into as lessor or lessee, Hedging Agreements, and other agreements), Intellectual Property, goodwill, registrations and franchises.

“Intellectual Property” shall mean all intellectual and similar property of any Grantor of every kind and nature now owned or hereafter acquired by any Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations and franchises, and all additions, improvements and accessions to, and books and records describing or used in connection with, any of the foregoing.

“Inventory” shall mean all goods of any Grantor, whether now owned or hereafter acquired, held for sale or lease, or furnished or to be furnished by any Grantor under contracts of service, or consumed in any Grantor's business, including raw materials, intermediates, work in process, packaging materials, finished goods, semi-finished inventory, scrap inventory, manufacturing supplies and spare parts, and all such goods that have been returned to or repossessed by or on behalf of any Grantor.

“Investment Property” shall mean all Securities (whether certificated or uncertificated), Security Entitlements, Securities Accounts, Commodity Contracts and Commodity Accounts of any Grantor, whether now owned or hereafter acquired by any Grantor.

“License” shall mean any Patent License, Trademark License, Copyright License or other license or sublicense to which any Grantor is a party, including those listed on Schedule III (other than those license agreements in existence on the date hereof and listed on Schedule III and those license agreements entered into after the date hereof, which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"Net Proceeds" shall mean, with respect to any event (a) the cash proceeds received in respect of such event including (i) any cash received in respect of any non-cash proceeds, but only as and when received, (ii) in the case of a casualty, insurance proceeds, and (iii) in the case of a condemnation or similar event, condemnation awards and similar payments, net of (b) the sum of (i) all reasonable fees and out-of-pocket expenses paid by the Borrower and the Subsidiaries to third parties (other than Affiliates) in connection with such event, (ii) in the case of a sale or other disposition of an asset (including pursuant to a casualty or condemnation), the amount of all payments required to be made by the Borrower and the Subsidiaries as a result of such event to repay Indebtedness (other than Loans) secured by such asset or otherwise subject to mandatory prepayment as a result of such event, and (iii) the amount of all taxes paid (or reasonably estimated to be payable) the Borrower and the Subsidiaries, and the amount of any reserves established by the Borrower and the Subsidiaries to fund contingent liabilities reasonably estimated to be payable, in each case during the year that such event occurred or the next succeeding year and that are directly attributable to such event (as determined reasonably and in good faith by the chief financial officer of the Borrower).

"Obligations" shall have the meaning assigned to such term in the preliminary statement of this 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 Grantor or which any Grantor otherwise has the right to license, is in existence, or granting to any Grantor 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 Grantor under any such agreement.

"Patents" shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all letters patent of the United States or any other country, all registrations and recordings thereof, and all applications for letters patent of the United States or any other country, including registrations, recordings and pending applications in the United States Patent and Trademark Office or any similar offices in any other country, including those listed on Schedule IV; 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.

"Perfection Certificate" shall mean a certificate substantially in the form of Annex 2 hereto, completed and supplemented with the schedules and attachments contemplated thereby, and duly executed by a Financial Officer and the chief legal officer of the Borrower.

"Proceeds" shall mean any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral, any 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 destruction, loss, theft, damage or other involuntary conversion of whatever nature of any asset or property which constitutes Collateral, and shall include (a) any claim of any Grantor 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 Grantor, or licensed under a Patent License, (ii) past, present or future infringement or dilution of any Trademark now

or hereafter owned by any Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now or hereafter owned by any Grantor, (iii) past, present or future breach of any License and (iv) past, present or future infringement of any Copyright now or hereafter owned by any Grantor or licensed under a Copyright License and (b) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

“Secured Parties” shall mean (a) the Lenders, (b) the Administrative Agent, (c) the Collateral Agent, (d) the Issuing Banks, (e) each counterparty to a Hedging Agreement entered into with the Borrower if such counterparty was a Lender (or an Affiliate thereof) at the time the Hedging Agreement was entered into, (f) the beneficiaries of each indemnification obligation undertaken by any Grantor under any Loan Document, (g) the Debenture Holders and (h) the successors and assigns of each of the foregoing.

“Securities” shall mean any obligations of an issuer or any shares, participations or other interests in an issuer or in property or an enterprise of an issuer which (a) are represented by a certificate representing a security in bearer or registered form, or the transfer of which may be registered upon books maintained for that purpose by or on behalf of the issuer, (b) are one of a class or series or by its terms is divisible into a class or series of shares, participations, interests or obligations and (c)(i) are, or are of a type, dealt with or traded on securities exchanges or securities markets or (ii) are a medium for investment and by their terms expressly provide that they are a security governed by Article 8 of the Uniform Commercial Code.

“Securities Account” shall mean an account to which a Financial Asset is or may be credited in accordance with an agreement under which the person maintaining the account undertakes to treat the person for whom the account is maintained as entitled to exercise rights that comprise the Financial Asset.

“Security Entitlements” shall mean the rights and property interests of an Entitlement Holder with respect to a Financial Asset.

“Security Interest” shall have the meaning assigned to such term in Section 2.01.

“Securities Intermediary” shall mean (a) a clearing corporation or (b) a person, including a bank or broker, that in the ordinary course of its business maintains securities accounts for others and is acting in that capacity.

“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 Grantor or which any Grantor otherwise has the right to license, or granting to any Grantor any right to use any Trademark now or hereafter owned by any third party, and all rights of any Grantor under any such agreement.

“Trademarks” shall mean all of the following now owned or hereafter acquired by any Grantor: (a) all trademarks and service marks, and the good will appurtenant to each, 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 any other country or any political subdivision thereof, and all extensions or renewals thereof, including those listed on Schedule V; (b) all goodwill associated therewith or symbolized thereby; and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

ARTICLE II

Security Interests

SECTION 2.01. Security Interest. As security for the payment or performance, as the case may be, in full of the Obligations, each Grantor hereby bargains, sells, conveys, assigns, sets over, mortgages, pledges, hypothecates and transfers to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, and hereby grants to the Collateral Agent and its successors and assigns, for the ratable benefit of the Secured Parties, a first-priority (subject to Section 3.03 hereof) security interest in, all of such Grantor's right, title and interest in, to and under the Collateral (the "Security Interest"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements (including fixture filings), continuation statements, filings with the United States Patent and Trademark Office or United States Copyright Office (or any successor office or any similar office in any State of the United States or in any other country) or other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by each Grantor, without the signature of any Grantor, and naming any Grantor or the Grantors as debtors and the Collateral Agent as secured party.

SECTION 2.02. No Assumption of Liability. The Security Interest is granted as security only and shall not subject the Collateral Agent or any other Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of the Collateral.

ARTICLE III

Representations and Warranties

The Grantors jointly and severally represent and warrant to the Collateral Agent and the Secured Parties that:

SECTION 3.01. Title and Authority. Each Grantor has good and valid rights in and title to the Collateral with respect to which it has purported to grant a Security Interest hereunder and has full power and authority to grant to the Collateral Agent the Security Interest in such Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained and is in full force and effect.

SECTION 3.02. Filings. (a) The Perfection Certificate has been duly prepared, completed and executed and the information set forth therein is correct and complete. Fully executed Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations containing a description of the Collateral have been delivered to the Collateral Agent for filing in each governmental, municipal or other office specified in Schedule 6 to the Perfection Certificate, which are all the filings, recordings and registrations (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 the Security Interest in Collateral consisting of United States Patents, Trademarks and Copyrights) that are necessary to publish notice of and protect the validity of and to establish a legal, valid and perfected first-priority security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral 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, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements.

(b) Each Grantor represents and warrants that fully executed security agreements in the form hereof and containing a description of all Collateral consisting of Intellectual Property with respect to United States Patents and United States registered Trademarks (and Trademarks for which United States registration applications are pending) and United States registered Copyrights, if any, have been delivered to the Collateral Agent for recording by 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 required pursuant to the laws of any other necessary jurisdiction, to protect the validity of and to establish a legal, valid and perfected first-priority security interest in favor of the Collateral Agent (for the ratable benefit of the Secured Parties) in respect of all Collateral consisting of Patents, Trademarks and Copyrights to the extent registered in the United States Copyright Office 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 necessary jurisdiction, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary (other than such actions as are necessary to perfect the Security Interest with respect to any Collateral consisting of Patents, Trademarks and such Copyrights (or registration or application for registration thereof) acquired or developed after the date hereof). Each Grantor has advised the Collateral Agent that none of its Copyrights have been so registered with the United States Copyright Office.

SECTION 3.03. Validity of Security Interest. The Security Interest constitutes (a) a legal and valid security interest in all the Collateral securing the payment and performance of the Obligations, (b) subject to the filings described in Section 3.02 above, a perfected security interest in all Collateral in which a security interest may be perfected by filing, recording or registering a financing statement or analogous document in the United States (or any political subdivision thereof) and its territories and possessions pursuant to the Uniform Commercial Code or other applicable law in such jurisdictions and (c) a security interest that shall be perfected in all Collateral in which a security interest may be perfected upon the receipt and recording of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office, as applicable. The Security Interest is and shall be prior to any other Lien on any of the

Collateral, other than Liens expressly permitted to be prior to the Security Interest pursuant to Section 6.02 of the Credit Agreement.

SECTION 3.04. Absence of Other Liens. The Collateral is owned by the Grantors free and clear of any Lien, except for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement. The Grantor has not filed or consented to the filing of (a) any financing statement or analogous document under the Uniform Commercial Code or any other applicable laws covering any Collateral, (b) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with the United States Patent and Trademark Office or the United States Copyright Office or (c) any assignment in which any Grantor assigns any Collateral or any security agreement or similar instrument covering any Collateral with any foreign governmental, municipal or other office, which financing statement or analogous document, assignment, security agreement or similar instrument is still in effect, except, in each case, for Liens expressly permitted pursuant to Section 6.02 of the Credit Agreement.

ARTICLE IV

Covenants

SECTION 4.01. Change of Name; Location of Collateral; Records; Place of Business. (a) Each Grantor agrees promptly to notify the Collateral Agent in writing of any change (i) in its corporate name or in any trade name used to identify it in the conduct of its business or in the ownership of its properties, (ii) in the location of its chief executive office, its principal place of business, any office in which it maintains books or records relating to Collateral owned by it or any office or facility at which Collateral owned by it is located (including the establishment of any such new office or facility), (iii) in its identity or corporate structure or (iv) in its Federal Taxpayer Identification Number. Each Grantor agrees not to effect or permit any change referred to in the preceding sentence unless prior written notice has been delivered to the Collateral Agent. Each Grantor agrees to take all actions reasonably requested by the Collateral Agent in order to ensure that all filings are made in a timely manner under the Uniform Commercial Code or otherwise that are required in order for the Collateral Agent to continue at all times following such change to have a valid, legal and perfected first-priority security interest in all the Collateral. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral owned or held by such Grantor is damaged or destroyed.

(b) Each Grantor agrees to maintain, at its own cost and expense, such complete and accurate records with respect to the Collateral owned by it as is consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged, but in any event to include complete accounting records indicating all payments and proceeds received with respect to any part of the Collateral, and, at such time or times as the Collateral Agent may reasonably request, promptly to prepare and deliver to the Collateral Agent a duly certified schedule or schedules in form and detail reasonably satisfactory to the Collateral Agent showing the identity, amount and location of any and all Collateral.

SECTION 4.02. Periodic Certification. Each year, at the time of delivery of annual financial statements with respect to the preceding fiscal year pursuant to Section 5.01 of the Credit Agreement, the Borrower shall deliver to the Collateral Agent a certificate executed by a Financial Officer of the Borrower (a) setting forth the information required pursuant to Section 2 of the Perfection Certificate or confirming that there has been no change in such information since the date of such certificate or the date of the most recent certificate delivered pursuant to this Section 4.02 and (b) certifying that all Uniform Commercial Code financing statements (including fixture filings, as applicable) or other appropriate filings, recordings or registrations, including all refilings, recordings and reregistrations, containing a description of the Collateral that have been reasonably requested by the Collateral Agent have been duly executed and delivered to the Collateral Agent for filing of record in each governmental, municipal or other appropriate office in each jurisdiction identified pursuant to clause (a) above to the extent necessary to protect and perfect the Security Interest for a period of not less than 18 months after the date of such certificate (except as noted therein with respect to any continuation statements to be filed within such period). Each certificate delivered pursuant to this Section 4.02 shall identify in the format of Schedule II, III, IV or V, as applicable, all Intellectual Property of any Grantor in existence on the date thereof and not then listed on such Schedules or previously so identified to the Collateral Agent.

SECTION 4.03. Protection of Security. Each Grantor shall, at its own cost and expense, take any and all actions reasonably necessary to defend title to the Collateral against all persons and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not expressly permitted pursuant to Section 6.02 of the Credit Agreement.

SECTION 4.04. Further Assurances. Each Grantor agrees, at its own expense, to execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request to better assure, preserve, protect and perfect the Security Interest and the rights and remedies created hereby, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest and the filing of any financing statements (including fixture filings) or other documents in connection herewith or therewith. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent (except for such notes or instruments the aggregate amount of which at any time shall not exceed \$250,000).

Without limiting the generality of the foregoing, each Grantor hereby authorizes the Collateral Agent, with prompt notice thereof to the Grantors, to supplement this Agreement by supplementing Schedule II, III, IV or V hereto or adding additional schedules hereto to specifically identify any asset or item that may constitute Copyrights with respect to which registrations have been made by a Grantor in the United States Copyright Office, Licenses, Patents or Trademarks; provided, however, that any Grantor shall have the right, exercisable within 30 days after it has been notified by the Collateral Agent of the specific identification of such Collateral, to advise the Collateral Agent in writing of any errors in such supplement or inaccuracy of the representations and warranties made by such Grantor hereunder with respect to such Collateral. Each Grantor agrees that it will use its best efforts to take such action as shall be necessary in

order that all representations and warranties hereunder shall be true and correct with respect to such Collateral (after giving effect to the correction of any such errors) within such 30 days after the date it has been notified by the Collateral Agent of the specific identification of such Collateral. No Default or Event of Default shall be deemed to arise as the result of any such inaccuracy during such 30 day period.

SECTION 4.05. Inspection and Verification. The Collateral Agent and such persons as the Collateral Agent may reasonably designate shall have the right, at the Grantors' own cost and expense, (during normal business hours on not less than two (2) business days notice, unless an Event of Default has occurred and is continuing, in which case, no such notice shall be required) to inspect the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss the Grantors' affairs with the officers of the Grantors and their independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value, condition and status of, or any other matter relating to, the Collateral, including, in the case of Accounts or Collateral in the possession of any third person, by contacting Account Debtors or the third person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any Secured Party, its advisors, authorized agents and representatives, but not with any other Person.

SECTION 4.06. Taxes; Encumbrances. At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, Liens, security interests or other encumbrances at any time levied or placed on the Collateral and not permitted pursuant to Section 6.02 of the Credit Agreement, and may pay for the maintenance and preservation of the Collateral to the extent any Grantor fails to do so as required by the Credit Agreement or this Agreement, and each Grantor jointly and severally agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; provided, however, that nothing in this Section 4.06 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any other Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 4.07. Assignment of Security Interest. If at any time any Grantor shall take a security interest in any property of an Account Debtor or any other person to secure payment and performance of an Account, such Grantor shall promptly assign such security interest to the Collateral 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.

SECTION 4.08. Continuing Obligations of the Grantors. Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each contract, agreement or instrument relating to the Collateral, all in accordance with the terms and conditions thereof, and the Grantors jointly and severally agree to indemnify and hold harmless the Collateral Agent and the other Secured Parties from and against any and all liability for such performance.

SECTION 4.09. Use and Disposition of Collateral. None of the Grantors shall make or permit to be made an assignment, pledge or hypothecation of the Collateral or shall grant any other Lien in respect of the Collateral, except as expressly permitted by Section 6.02 of the Credit Agreement. None of the Grantors shall make or permit to be made any transfer of the Collateral and each Grantor shall remain at all times in possession of the Collateral owned by it, except that (a) Inventory may be sold in the ordinary course of business and (b) unless and until the Collateral Agent shall notify the Grantors that an Event of Default shall have occurred and be continuing and that during the continuance thereof the Grantors shall not sell, convey, lease, assign, transfer or otherwise dispose of any Collateral (which notice may be given by telephone if promptly confirmed in writing), the Grantors may use and dispose of the Collateral in any lawful manner not inconsistent with the provisions of this Agreement, the Credit Agreement or any other Loan Document. Without limiting the generality of the foregoing, each Grantor agrees that it shall not permit any Inventory (other than Inventory which in the aggregate does not exceed \$[7,500,000] in wholesale value) to be in the possession or control of any warehouseman, bailee, agent or processor at any time unless such warehouseman, bailee, agent or processor shall have been notified of the Security Interest and shall have agreed in writing to hold the Inventory subject to the Security Interest and the instructions of the Collateral Agent and to waive and release any Lien held by it with respect to such Inventory, whether arising by operation of law or otherwise.

SECTION 4.10. Limitation on Modification of Accounts. None of the Grantors will, without the prior written consent of the Collateral Agent, grant any extension of the time of payment of any of the Accounts Receivable, compromise, compound or settle the same for less than the full amount thereof, release, wholly or partly, any person liable for the payment thereof or allow any credit or discount whatsoever thereon, other than extensions, credits, discounts, compromises or settlements granted or made in the ordinary course of business and consistent with its current practices and in accordance with such prudent and standard practices used in industries that are the same as or similar to those in which such Grantor is engaged.

SECTION 4.11. Insurance. (a) The Grantors, at their own expense, shall maintain or cause to be maintained and shall cause each of the other Subsidiaries to maintain, with financially sound and reputable insurance companies:

(i) fire and extended coverage insurance, on a replacement cost basis, with respect to all personal property and improvements to real property, in such amounts as are customarily maintained by companies in the same or similar business operating in the same or similar locations;

(ii) commercial general liability insurance against claims for bodily injury, death or property damage occurring upon, about or in connection with the use of any properties owned, occupied or controlled by it, providing coverage on an occurrence basis with a combined single limit of not less than \$2,000,000 and including the broad form CGL endorsement;

(iii) business interruption insurance, insuring against loss of gross earnings for a period of not less than 12 months arising from any risks or occurrences required to be covered by insurance pursuant to clause (i) above; and

(iv) such other insurance as may be required by law.

Deductibles or self-insured retention shall be in amounts carried by the Borrower in the ordinary course of business consistent with its present practice and prudent business practice.

(b) Fire and extended coverage policies (and any policies required to be maintained pursuant to paragraph (c) below) maintained with respect to any Collateral shall be endorsed or otherwise amended to include (i) a non-contributing mortgage clause (regarding improvements to real property) and lenders' loss payable clause (regarding personal property), in each case in favor of the Administrative Agent and providing for losses thereunder to be payable to the Administrative Agent or its designee, (ii) a provision to the effect that neither the Borrower, the Administrative Agent nor any other party shall be a coinsurer and (iii) such other provisions as the Administrative Agent may reasonably require from time to time to protect the interests of the Lenders. Commercial general liability policies shall be endorsed to name the Administrative Agent as an additional insured. Business interruption policies shall name the Administrative Agent as loss payee. Each such policy referred to in this paragraph also shall provide that it shall not be canceled, materially modified or not renewed (i) by reason of nonpayment of premium except upon not less than 10 days' prior written notice thereof by the insurer to the Administrative Agent (giving the Administrative Agent the right to cure defaults in the payment of premiums) or (ii) for any other reason except upon not less than 30 days' prior written notice thereof by the insurer to the Administrative Agent. The Borrower shall deliver to the Administrative Agent, prior to the cancelation, modification or nonrenewal of any such policy of insurance, a copy of a renewal or replacement policy (or other evidence of renewal of a policy previously delivered to the Administrative Agent) together with evidence satisfactory to the Administrative Agent of payment of the premium therefor.

(c) If at any time the area in which any Mortgaged Property is located is designated (i) a "flood hazard area" in any Flood Insurance Rate Map published by the Federal Emergency Management Agency (or any successor agency), the Borrower shall obtain flood insurance in such total amount as the Administrative Agent or the Required Lenders may from time to time reasonably require, and otherwise comply with the National Flood Insurance Program as set forth in the Flood Disaster Protection Act of 1973, as amended from time to time, or (ii) a "Zone 1" area, the Borrower shall obtain earthquake insurance in such total amount as the Administrative Agent or the Required Lenders may from time to time require.

(d) Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent (and attorney-in-fact) for the purpose, during the continuance of an Event of Default, of making, settling and adjusting claims in respect of Collateral under policies of insurance, endorsing the name of such Grantor on any check, draft, instrument or other item of payment for the proceeds of such policies of insurance and for making all determinations and decisions with respect thereto. In the event that any Grantor at any time or times shall fail to obtain or maintain any of the policies of insurance required hereby or to pay any premium in whole or part relating thereto, the Collateral Agent may, without waiving or releasing any obligation or liability of the Grantors hereunder or any Event of Default, in its sole discretion, obtain and maintain such policies of insurance and pay such premium and take any other actions with respect thereto as the Collateral Agent deems advisable. All sums disbursed by the Collateral Agent in connection with this Section 4.11(d), including reasonable attorneys' fees, court

costs, expenses and other charges relating thereto, shall be payable, upon demand, by the Grantors to the Collateral Agent and shall be additional Obligations secured hereby.

SECTION 4.12. Casualty and Condemnation. (a) The Borrower will furnish to the Administrative Agent and the Lenders prompt written notice of any casualty or other insured damage in excess of \$100,000 to any portion of any Collateral or the commencement of any action or proceeding for the taking of any Collateral or any part thereof or interest therein under power of eminent domain or by condemnation or similar proceeding.

(b) If any event described in paragraph (a) of this Section results in Net Proceeds (whether in the form of insurance proceeds, condemnation award or otherwise), the Administrative Agent is authorized to collect such Net Proceeds and, if received by the Borrower or any Subsidiary, such Net Proceeds shall be paid over to the Administrative Agent; provided that (i) if the aggregate Net Proceeds in respect of such event (other than proceeds of business interruption insurance) are less than \$5,000,000, such Net Proceeds shall be promptly paid over to the Borrower unless a Default has occurred and is continuing, and (ii) all proceeds of business interruption insurance shall be promptly paid over to the Borrower unless a Default has occurred and is continuing. All such Net Proceeds retained by or paid over to the Administrative Agent shall be held by the Administrative Agent and released from time to time to pay the costs of repairing, restoring or replacing the affected property in accordance with the terms of this Agreement, subject to the provisions of this Agreement regarding application of such Net Proceeds during a Default. Upon written request from the Borrower and at the Borrower's risk and expense, such Net Proceeds shall be invested pursuant to reasonable instructions of the Borrower, provided that such investments are permitted under the Credit Agreement. At any time upon written request from the Borrower to the Administrative Agent, any such Net Proceeds retained by or paid over to the Administrative Agent may be applied, together with any amounts earned through the investments of Net Proceeds pursuant to Section 4.12(b) hereof, to prepay Borrowings in accordance with the Credit Agreement.

(c) If any Net Proceeds retained by or paid over to the Administrative Agent as provided above continue to be held by the Administrative Agent on the date that is 360 days after the occurrence of the event resulting in such Net Proceeds, then such Net Proceeds shall be applied, together with any amounts earned through the investments of Net Proceeds pursuant to Section 4.12(b) hereof, to prepay Borrowings in accordance with the Credit Agreement.

SECTION 4.13. Legend. If an Event of Default has occurred and is continuing, each Grantor shall legend, as may be reasonably requested by the Collateral Agent and in form and manner satisfactory to the Collateral Agent, its Accounts Receivable and its books, records and documents evidencing or pertaining thereto with an appropriate reference to the fact that such Accounts Receivable have been assigned to the Collateral Agent for the benefit of the Secured Parties and that the Collateral Agent has a first-priority security interest therein.

SECTION 4.14. Covenants Regarding Patent, Trademark and Copyright Collateral. (a) Each Grantor agrees that it will not, nor will it permit any of its licensees to, do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public, and agrees

that consistent with its present practice and prudent business practice 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 Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of such Grantor's business, (i) maintain such Trademark in full force free from any claim of abandonment or invalidity for non-use, (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 maximum 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 Grantor (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 maximum rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately 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 Grantor's ownership of any Patent, Trademark or Copyright, its right to register the same, or its right to keep and maintain the same.

(e) In no event shall any Grantor, 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 Collateral Agent and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may request to evidence the Collateral Agent's Security Interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable.

(f) Each Grantor will take all necessary steps that are consistent with the 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 Grantor'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 Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, such Grantor promptly shall notify the Collateral 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, 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 Grantor shall use its best 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 Grantor's right, title and interest thereunder to the Collateral Agent or its designee.

ARTICLE V

Collections

SECTION 5.01. Depository Agreement. No later than 60 days after the Effective Date, each Grantor shall have entered into a Depository Agreement with each bank or financial institution with which it maintains a deposit account or other similar account (a "Deposit Account").

SECTION 5.02. Lockbox System. Upon the occurrence of an Event of Default, the Grantors shall, at the option of the Collateral Agent or the Required Lenders, establish a system of lockboxes and related deposit accounts satisfactory in all respects to the Collateral Agent.

SECTION 5.03. Power of Attorney. Each Grantor irrevocably makes, constitutes and appoints the Collateral Agent (and all officers, employees or agents designated by the Collateral Agent) as such Grantor's true and lawful agent and attorney-in-fact, and in such capacity the Collateral Agent shall have the right, with power of substitution for each Grantor and in each Grantor's name or otherwise, for the use and benefit of the Collateral Agent and the Secured Parties, upon the occurrence and during the continuance of an Event of Default (a) to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts, money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice or bill of lading relating to any of the Collateral; (d) to send verifications of Accounts Receivable to any Account Debtor; (e) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (f) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to all or any of the Collateral; (g) to notify, or to require any Grantor to notify, Account Debtors to make payment directly to the Collateral Agent; and (h) to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as

though the Collateral Agent were the absolute owner of the Collateral for all purposes; provided, however, that nothing herein contained shall be construed as requiring or obligating the Collateral Agent or any Secured Party to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent or any Secured Party, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken or omitted to be taken by the Collateral Agent or any Secured Party with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent or any Secured Party. It is understood and agreed that the appointment of the Collateral Agent as the agent and attorney-in-fact of the Grantors for the purposes set forth above is coupled with an interest and is irrevocable. The provisions of this Section shall in no event relieve any Grantor of any of its obligations hereunder or under any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or any Secured Party to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right which it may have on the date of this Agreement or hereafter, whether hereunder, under any other Loan Document, by law or otherwise.

ARTICLE VI

Remedies

SECTION 6.01. Remedies upon Default. Upon the occurrence and during the continuance of an Event of Default, each Grantor agrees to deliver each item of Collateral to the Collateral Agent on demand, and it is agreed that the Collateral Agent shall have the right to take any of or all the following actions at the same or different times: (a) with respect to any Collateral consisting of Intellectual Property, on demand, to cause the Security Interest to become an assignment, transfer and conveyance of any of or all such Collateral by the applicable Grantors to the Collateral Agent, or to license or sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any such Collateral throughout the world on such terms and conditions and in such manner as the Collateral Agent shall determine (other than in violation of any then-existing licensing arrangements to the extent that waivers cannot be obtained), and (b) with or without legal process and with or without prior notice or demand for performance, to take possession of the Collateral and without liability to Grantor for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, each Grantor agrees that the Collateral Agent shall have the right, subject to the mandatory requirements of applicable law, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a

view to the distribution or sale thereof, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold. Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal which such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice. At any public (or, to the extent permitted by law, private) sale made pursuant to this Section, any Secured Party may bid for or purchase, free (to the extent permitted by law) from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to such Secured Party from any Grantor as a credit against the purchase price, and such Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to any Grantor therefor. For purposes hereof, a written agreement to purchase the Collateral or any portion thereof shall be treated as a sale thereof; the Collateral Agent shall be free to carry out such sale pursuant to such agreement and no Grantor shall be entitled to the return of the Collateral or any portion thereof subject thereto, notwithstanding the fact that after the Collateral Agent shall have entered into such an agreement all Events of Default shall have been remedied and the Obligations paid in full. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 6.02. Application of Proceeds. The Collateral Agent shall apply the proceeds of any collection or sale of the Collateral, as well as any Collateral consisting of cash, as follows:

FIRST, to the payment of all costs and expenses incurred by the Administrative Agent or the Collateral Agent (in its capacity as such hereunder or under any other Loan Document) in connection with such collection or sale or otherwise in connection with this Agreement or any of the Obligations, including all court costs and the fees and expenses of its agents and legal counsel, the repayment of all advances made by the Collateral Agent hereunder or under any other Loan Document on behalf of any Grantor and any other costs or expenses incurred in connection with the exercise of any right or remedy hereunder or under any other Loan Document;

SECOND, to the payment in full of the Obligations (the amounts so applied to be distributed among the Secured Parties pro rata in accordance with the amounts of the Obligations owed to them on the date of any such distribution); and

THIRD, to the Grantors, their successors or assigns, or as a court of competent jurisdiction may otherwise direct.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 6.03. Grant of License to Use Intellectual Property. For the purpose of enabling the Collateral Agent to exercise rights and remedies under this Article at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of Intellectual Property now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license (a) reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof and (b) a provision that the licensee shall apply substantially the same quality control standards as were utilized by Borrower prior to the date of the license. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent, upon the occurrence and during the continuation of an Event of Default, provided that any license, sub-license or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon the Grantors notwithstanding any subsequent cure of an Event of Default.

ARTICLE VII

Intercreditor Agreements; Collateral Agent

SECTION 7.01. Effect of Acceptance of Benefits. By acceptance of the benefits of this Agreement, each of the Secured Parties shall be deemed to have agreed to be bound by the terms hereof. The provisions of this Article VII are, and are intended, solely to establish certain rights as between the Secured Parties and shall not create, and shall not be construed as creating, any rights enforceable by any Grantor, any Subsidiary or any Affiliate of any Grantor (regardless of whether such Grantor, Subsidiary or Affiliate is a Secured Party).

SECTION 7.02. Appointment of Collateral Agent. By acceptance of the benefits of this Agreement, each of the Secured Parties shall be deemed irrevocably (a) to consent to the appointment of the Collateral Agent as its agent hereunder, (b) to confirm that the Collateral Agent shall have the authority to act as the exclusive agent of such Secured Party for enforcement of any provisions of this Agreement against any Grantor or the exercise of remedies hereunder and (c) to agree that such Secured Party shall not take any action to enforce any provisions of this Agreement against any Grantor or to exercise any remedy hereunder.

SECTION 7.03. Liability of Collateral Agent. The Collateral Agent may act or refrain from acting hereunder, and shall not incur any liability to the Secured Parties for acting or refraining from acting hereunder, in accordance with any such consent, direction or request of the Required Lenders as shall be required or permitted under the Credit Agreement. The Debenture Holders as Secured Parties shall not be entitled to, and shall not, (a) direct the actions of the Collateral Agent hereunder, (b) take any action, or commence any legal proceeding seeking, to require, compel or cause the Collateral Agent to enforce any provisions of this Agreement against any Grantor or to exercise any remedy hereunder, (c) take any action, or commence any legal proceeding seeking, to prevent or enjoin the Collateral Agent from taking any action (including, without limitation, the enforcement of any provisions of this Agreement against any Grantor, the exercise of any remedy hereunder, the release of any Collateral hereunder or the consent to any amendment or modification of this Agreement or the grant of any waiver hereunder), or refraining from taking any such action, in accordance with this Agreement or (d) take any action, or commence any legal proceeding seeking, to delay, hinder or otherwise impair the Collateral Agent in taking any such action in accordance with this Agreement. By acceptance of the benefits under this Agreement, the Debenture Holders as Secured Parties will be deemed to have acknowledged and agreed that the provisions of the preceding sentence are intended to induce the Lenders to permit the Debenture Holders to be Secured Parties under this Agreement and are being relied upon by the Lenders as consideration therefor.

SECTION 7.04. Duties of Collateral Agent. THE COLLATERAL AGENT HAS CONSENTED TO SERVE AS COLLATERAL AGENT HEREUNDER ON THE EXPRESS UNDERSTANDING, AND THE DEBENTURE HOLDERS AS SECURED PARTIES, BY ACCEPTING THE BENEFITS OF THIS AGREEMENT, SHALL BE DEEMED TO HAVE AGREED, THAT THE COLLATERAL AGENT SHALL HAVE NO DUTY AND SHALL OWE NO OBLIGATION OR RESPONSIBILITY (FIDUCIARY OR OTHERWISE) TO THE DEBENTURE HOLDERS AS SECURED PARTIES, OTHER THAN THE DUTY

TO PERFORM ITS EXPRESS OBLIGATIONS UNDER THIS AGREEMENT IN ACCORDANCE WITH THEIR TERMS, SUBJECT IN ALL EVENTS TO THE PROVISIONS OF SECTIONS 6.02 AND 8.05 AND THE OTHER PROVISIONS OF THIS AGREEMENT LIMITING THE RESPONSIBILITY OR LIABILITY OF THE COLLATERAL AGENT HEREUNDER.

SECTION 7.05. Indemnification of Collateral Agent. Each Secured Party shall, ratably in accordance with the amount of Secured Obligations owed to it, indemnify the Collateral Agent (to the extent it shall not have been reimbursed by the Borrower) against any expense or liability that the Collateral Agent would be entitled to recover from the Borrower pursuant to Section 8.05. Any amount so owed by a Secured Party can be withheld by the Collateral Agent from any amount owed to such Secured Party.

ARTICLE VIII

Miscellaneous

SECTION 8.01. Waivers; Amendment. (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other or further exercise thereof or the exercise of any other right or power. The rights and remedies of the Collateral Agent and of the other Secured Parties hereunder and under the other Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or consent to any departure by any Grantors therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice or demand on any Grantors in any case shall entitle such Grantors to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to a written agreement entered into among the Collateral Agent and the Grantor or Grantors with respect to which such waiver, amendment or modification is to apply, subject to any consent required in accordance with Section 9.02 of the Credit Agreement.

SECTION 8.02. Security Interest Absolute. All rights of the Collateral Agent hereunder, the grant of a security interest in the Collateral and all obligations of each Grantor hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of the Credit Agreement, any other Loan Document, any agreement with respect to any of the Obligations or any other agreement or instrument relating to any of the foregoing, (b) 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 any consent to any departure from the Credit Agreement, any other Loan Document or any other agreement or instrument relating to any of the foregoing, (c) any exchange, release or nonperfection of any other collateral, or any release or amendment or waiver of or consent to or departure from any guaranty, for all or any of the Obligations or (d) any other circumstance that might otherwise constitute a defense

available to, or a discharge of, any Grantor in respect of the Obligations or in respect of this Agreement (other than the indefeasible payment in full of all the Obligations).

SECTION 8.03. Notices. All communications and notices hereunder shall be in writing and given as provided in Section 9.01 of the Credit Agreement. All communications and notices hereunder to any Subsidiary Guarantor shall be given to it at the address for notices set forth on Schedule I (in care of the Borrower). All communications and notices hereunder to the Debenture Holders shall be given to such Debenture Holders (c/o the Trustee) at: The Bank of New York, 101 Barclay Street, 21st Floor West, New York, NY 10286, Attention: Corporate Trust Administration.

SECTION 8.04. Further Assurances. Each Grantor agrees to do such further acts and things, and to execute and deliver such additional conveyances, assignments, agreements and instruments, as the Collateral Agent may at any time reasonably request in connection with the administration and enforcement of this Agreement or with respect to the Collateral or any part thereof or in order better to assure and confirm unto the Collateral Agent its rights and remedies hereunder.

SECTION 8.05. Reimbursement of Collateral Agent; Indemnity. (a) Each Grantor agrees to pay upon demand to the Collateral Agent the amount of any and all reasonable expenses, including the reasonable fees, other charges and disbursements of its counsel and of any experts or agents, that the Collateral Agent may incur in connection with (i) the administration of this Agreement, (ii) the custody or preservation of, or the sale of, collection from, or other realization upon, any of the Collateral, (iii) the exercise or enforcement of any of the rights of the Collateral Agent hereunder or (iv) the failure by such Grantor to perform or observe any of the provisions hereof.

(b) Without limitation of its indemnification obligations under the other Loan Documents, each Grantor agrees to indemnify the Collateral Agent and the other Indemnitees (as defined in Section 9.03 of the Credit Agreement) against, and hold each Indemnitee harmless from, any and all losses, claims, damages, liabilities and related expenses, including reasonable counsel fees, other charges and disbursements, incurred by or asserted against any Indemnitee arising out of, in any way connected with, or as a result of (i) the execution or delivery of this Agreement or any other Loan Document or any agreement or instrument contemplated hereby or thereby, the performance by the parties hereto of their respective obligations thereunder or the consummation of the Transactions and the other transactions contemplated thereby or (ii) any claim, litigation, investigation or proceeding relating to any of the foregoing, whether or not any Indemnitee is a party thereto, provided that such indemnity shall not, as to any Indemnitee, be available to the extent that such losses, claims, damages, liabilities or related expenses resulted from the gross negligence or wilful misconduct of such Indemnitee or any Affiliate of such Indemnitee (or of any officer, director, employee, advisor or agent of such Indemnitee or any of such Indemnitee's Affiliates).

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. The provisions of this Section 8.05 shall remain operative and in full force and effect regardless of the termination of this Agreement, the consummation of the transactions contemplated hereby, the repayment of any of the Obligations, the invalidity or unenforceability of any term or provision of this Agreement or any other Loan Document or any investigation made by or on behalf of the Collateral Agent or any other Secured Party. All amounts

due under this Section 8.05 shall be payable on written demand therefor and shall bear interest at the rate specified in Section 2.12 of the Credit Agreement.

SECTION 8.06. Binding Effect; Several Agreement; Assignments. Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the successors and assigns of such party, and all covenants, promises and agreements by or on behalf of any Grantor that are contained in this Agreement shall bind and inure to the benefit of its successors and assigns. This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent and a counterpart hereof shall have been executed on behalf of the Collateral Agent, and thereafter shall be binding upon such Grantor and the Collateral Agent and their respective successors and assigns, and shall inure to the benefit of such Grantor, the Collateral Agent and the other Secured Parties, and their respective successors and assigns, except that no Grantor shall have the right to assign its rights hereunder or any interest herein or in the Collateral (and any such attempted assignment shall be void), except as expressly contemplated by this Agreement or the other Loan Documents. This Agreement shall be construed as a separate agreement with respect to each Grantor and may be amended, modified, supplemented, waived or released with respect to any Grantor without the approval of any other Grantor and without affecting the obligations of any other Grantor hereunder.

SECTION 8.07. Survival of Agreement; Severability. (a) All covenants, agreements, representations and warranties made by each Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Collateral Agent and the other Secured Parties and shall survive the making by the Lenders of the Loans and the issuance of the Letters of Credit by the Issuing Banks, regardless of any investigation made by the Secured Parties or on their behalf, and shall continue in full force and effect as long as the principal of or any accrued interest on any Loan or any other fee or amount payable under this Agreement or any other Loan Document is outstanding and unpaid or the LC Exposure does not equal zero and as long as the Commitments have not been terminated.

(b) In the event any one or more of the provisions contained in this Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8.08. Governing Law. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 8.09. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute a single contract, and shall become effective as provided in Section 8.06. Delivery of an executed counterpart of a signature page to this Agreement

by facsimile transmission shall be as effective as delivery of a manually executed counterpart of this Agreement.

SECTION 8.10. Rules of Interpretation. The rules of interpretation specified in Section 1.03 of the Credit Agreement shall be applicable to this Agreement. Section headings used herein are for convenience of reference only, are not part of this Agreement and are not to affect the construction of, or to be taken into consideration in interpreting this Agreement.

SECTION 8.11. Jurisdiction; Consent to Service of Process. (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of the Supreme Court of the State of New York sitting in New York County and of the United States District Court of the Southern District of New York, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or any other Loan Document, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement or any other Loan Document shall affect any right that the Collateral Agent or any other Secured Party may otherwise have to bring any action or proceeding relating to this Agreement or any other Loan Document against any Grantor or its properties in the courts of any jurisdiction.

(b) Each Grantor irrevocably and unconditionally waives, to the fullest extent it may legally and effectively do so, any objection that it may now or hereafter have to the laying of venue of any suit, action or proceeding arising out of or relating to this Agreement or any other Loan Document in any court referred to in paragraph (a) of this Section. Each of the parties hereto hereby irrevocably waives, to the fullest extent permitted by law, the defense of an inconvenient forum to the maintenance of such action or proceeding in any such court.

(c) Each party to this Agreement irrevocably consents to service of process in the manner provided for notices in Section 8.03. Nothing in this Agreement or any other Loan Document will affect the right of any party to this Agreement to serve process in any other manner permitted by law.

SECTION 8.12. Waiver of Jury Trial. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN ANY LEGAL PROCEEDING DIRECTLY OR INDIRECTLY ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE TRANSACTIONS CONTEMPLATED HEREBY (WHETHER BASED ON CONTRACT, TORT OR ANY OTHER THEORY). EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE

BEEN INDUCED TO ENTER INTO THIS AGREEMENT BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 8.12.

SECTION 8.13. Additional Grantors. Pursuant to Section 5.11 of the Credit Agreement, each Subsidiary Loan Party that was not in existence or not a Subsidiary Loan Party on the date of the Credit Agreement is required to enter in this Agreement as a Subsidiary Guarantor upon becoming a Subsidiary Loan Party. Upon execution and delivery by the Collateral Agent and a Subsidiary Loan Party of an instrument in the form of Annex 3, such Subsidiary Loan Party shall become a Subsidiary Guarantor hereunder with the same force and effect as if originally named as a Subsidiary Guarantor herein. The execution and delivery of such instrument shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Subsidiary Guarantor as a party to this Agreement.

SECTION 8.14. Termination. The Security Interest shall terminate when (i) all the Obligations have been indefeasibly paid in full in cash, the Lenders have no further commitment to lend, the Exposure has been reduced to zero and the Issuing Banks have no further commitment to issue Letters of Credit under the Credit Agreement, or (ii) upon the earlier occurrence of the conditions for release and termination set forth in Section 9.14 of the Credit Agreement, at which time the Collateral Agent shall execute and deliver to the Grantors, at the Grantors' expense, all Uniform Commercial Code termination statements and similar documents that the Grantors shall reasonably request to evidence termination of the Security Interest as well as termination of the powers of attorney herein set forth and assignment by the Collateral Agent of its right, title and interest in any licenses granted pursuant to Section 6.03. Any execution and delivery of termination statements or documents pursuant to this Section 8.14 shall be without recourse to or warranty by the Collateral Agent. Upon any sale or other transfer by any Grantor of any Collateral that is permitted under the Credit Agreement to any person that is not a Grantor, or, upon the effectiveness of any written consent to the release of the security interest granted hereby in any Collateral pursuant to Section 9.02(b) of the Credit Agreement, the security interest in such Collateral shall be automatically released. A Grantor shall automatically be released from its obligations hereunder and the Security Interest in the Collateral of such Grantor shall be automatically released in the event that all the capital stock of such Grantor shall be sold, transferred or otherwise disposed of to a person that is not an Affiliate of the Borrower in accordance with the terms of the Credit Agreement, provided that the Required Lenders shall have consented to such sale, transfer or other disposition (to the extent required by the Credit Agreement) and the terms of such consent did not provide otherwise.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their duly authorized officers or agents, all as of the day and year first above written.

THE CHASE MANHATTAN BANK, as Collateral Agent,

by *Marian N. Schulman*
Name: **Marian N. Schulman**
Title: **Vice President**

PHILLIPS-VAN HEUSEN CORPORATION,

by *Pamela N. Hootkin*
Name: *PAMELA N. HOOTKIN*
Title: *Vice President*

EACH OF THE GUARANTORS LISTED ON SCHEDULE I HERETO,

by *Pamela N. Hootkin*
Name: *PAMELA N. HOOTKIN*
Title: *Authorized Officer*

SCHEDULE I TO SECURITY AGREEMENT

Guarantors

The IZOD Gant Corporation	1290 Avenue of the Americas, NY, NY 10104
G.H. Bass Caribbean, Inc.	1290 Avenue of the Americas, NY, NY 10104
PVH Retail Corp.	1290 Avenue of the Americas, NY, NY 10104
G.H. Bass Franchises, Inc.	1290 Avenue of the Americas, NY, NY 10104
BassNet, Inc.	1290 Avenue of the Americas, NY, NY 10104
Phillips-Van Heusen Puerto Rico LLC	1290 Avenue of the Americas, NY, NY 10104

SCHEDULE II TO SECURITY AGREEMENT
Copyrights

NONE

DRAFT (subject to further review)

**SCHEDULE III TO SECURITY AGREEMENT
LICENSES**

<u>LICENSEE</u>	<u>LICENSOR</u>	<u>BRANDS LICENSED</u>
Indumentaria Argentina La Pampa S.A.I.C. Francisco Acuna de Figueros 1030/44 Buenos Aires, Argentina	Phillips-Van Heusen Corporation	Van Heusen, Hennessy, 417
Fabrica De Camisas "La Modelo Casilla 6348 San Salvador 1333 La Paz, Bolivia	Phillips-Van Heusen Corporation	Van Heusen
The John Forsyth Company Inc. 36 Horner Avenue Toronto, Ontario Canada M8Z 5Y1	Phillips-Van Heusen Corporation	Van Heusen, 417, Susan Van Heusen, Lady Van Heusen, Editions by Van Heusen, 417 Authentic Shirtwear by Van Heusen
Clemente Eblen Y CIA, Ltda Avenida Vicuga Mackenna 3340W Macul Santiago, Chile	Phillips-Van Heusen Corporation	The Action Shirt, Custom Club International, 417, 417 by Van Heusen Authentic Shirtwear, Hennessy, Van Club, Van Heusen
Industrias Doyco, S.A, Apartado 2073 - 1000 San Jose, Costa Rica	Phillips-Van Heusen Corporation	Van Heusen, 417 by Van Heusen, Editions by Van Heusen, Van Heusen Corporate Casual
Cardiz, S.A. 18 Calle 2-42 Zona 1 Guatemala City, Guatemala 01001	Phillips-Van Heusen Corporation	Custom Club International by Van Heusen & Device, 417 by Van Heusen Authentic label, Hennessy, Van Heusen, Eight pointed star design (Van Press logo), Lady Van Heusen
Jacobo D Kattan Industrial Apartado Postal 1 San Pedro Sula, Honduras	Phillips-Van Heusen Corporation	Van Heusen, 417, Hennessy
Van Heusen De Mexico, S.A Paseo de las Palmas, 731 -602 Lomas de Chapultepec Delegacion Miguel Hidalgo Mexico D.F. 11000	Phillips-Van Heusen Corporation	Van Heusen, Century, Hennessy, Players by Van Heusen, Backport, Custom Club International, 417 by Van Heusen, Classic Collection, Lustrous Life by Van Heusen, Edicion by Van Heusen

4/21/98
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TRADEMARK
REEL: 1754 FRAME: 0120

DRAFT (subject to further review)

**SCHEDULE III TO SECURITY AGREEMENT
LICENSES**

Dayan Hermanos, S.A. Apartado 4585 Panama City, Panama	Phillips-Van Heusen Corporation	Van Heusen, 417, Hennessy (Panama); Baccarat, Custom Club International, Hennessy, Van Heusen, 417 (Puerto Rico)
Fenix, S.A. Boggiani 5086 Asuncion, Paraguay	Phillips-Van Heusen Corporation	Van Heusen, 417, 417 by Van Heusen Authentic Shirtwear, Corporate Casual by VH, Wrinkle Free by Van Heusen
Specialized Dedicated Company Av. Nicolas de Ayllon 2681 El Augustino, Lima 10 Peru	Phillips-Van Heusen Corporation	Van Heusen
Camisas Relampago Rincon 639 Montevideo, Uruguay	Phillips-Van Heusen Corporation	Van Heusen, Hennessy, 417, Open Boundaries, Custom Club International
V.H. Textil, C.A. Migeilacho a Misericordia Edif. Mirado Local A Canderlaria, Caracas 1011 - A Venezuela	Phillips-Van Heusen Corporation	Van Heusen, Editions by Van Heusen, Corporate Casual by Van Heusen, Players by Van Heusen
Fishman & Tobin, Inc. 34 West 33rd Street New York, NY 10001	Phillips-Van Heusen Corporation	Van Heusen
Host Apparel 1430 Broadway, 10th Floor New York, NY 10018	Phillips-Van Heusen Corporation	Van Heusen, 417, Editions by Van Heusen
Imperial Handkerchiefs 48 West 37th Street New York, NY 10018	Phillips-Van Heusen Corporation	Van Heusen, 417, Editions by Van Heusen, Corporate Casual
Nouveau Eyewear 2033 Chenault Drive Carrollton, TX 75006	Phillips-Van Heusen Corporation	Van Heusen, Van Heusen Authentic, Career Woman by Van Heusen
Randa Neaveva Corporation 120 W. 45th St. - 38th Floor New York, NY 10036	Phillips-Van Heusen Corporation	Van Heusen, Hennessy, 417
RGA Leatherworks 350 Fifth Avenue New York, NY 10018	Phillips-Van Heusen Corporation	Van Heusen

DRAFT (subject to further review)

SCHEDULE III TO SECURITY AGREEMENT LICENSES
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Custom Leather 451 Phillip Street Waterloo, Ontario Canada N213X2	Phillips-Van Heusen Corporation	Van Heusen
Caulfield Apparel Group 1400 Whitehorse Road Downsview, Ontario Canada M3J 3A7	Phillips-Van Heusen Corporation	Izod, Izod Club
Block Industries, Inc. 350 5th Avenue, Suite 2505 New York, NY 1 0001	Phillips-Van Heusen Corporation	IZOD
Calvin Clothing Company, Inc. 34 West 33rd Street, #303 New York, NY 1 0001	Phillips-Van Heusen Corporation	Gant (including Gant USA Shield)
Marine Optical, Inc. P.O. Box 304 5 Hampden Drive So. Easton, MA 02375	Phillips-Van Heusen Corporation	Gant
Salant (Salty Dog Dress Shirt & Gant Dress Shirt) 1114 Avenue of the Americas New York, NY 10036	Phillips-Van Heusen Corporation	
Stein Mart 1200 Riverplace Blvd. Jacksonville, FL 32207	Phillips-Van Heusen Corporation	Salty Dog
Pyramid Sportswear AB (Europe) Engelbrektsgatan 7 11432 Stockholm, Sweden	Phillips-Van Heusen Corporation	Gant, Huggar and Rugged
Pyramid Sportswear AB (Japan) Engelbrektsgatan 7 11432 Stockholm, Sweden	Phillips-Van Heusen Corporation	Gant, Huggar and Rugged
Pyramid Sportswear AB (Australia and New Zealand) Engelbrektsgatan 7 11432 Stockholm, Sweden	Phillips-Van Heusen Corporation	Gant, Huggar and Rugged
Phillips-Van Heusen Corporation	Salco Manufacturing Company PTY LTD 68-76 Elgin Street Carlton, Victoria 3053 Australia	Geoffrey Beene

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REEL: 1754 FRAME: 0122

DRAFT (subject to further review)

SCHEDULE III TO SECURITY AGREEMENT LICENSES
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Phillips-Van Heusen Corporation	Donna Karan Studio 550 Seventh Avenue New York, NY 10018	DKNY
Phillips-Van Heusen Corporation	Etienne Aigner 712 5th Avenue, 12th Floor New York, NY 10019	Etienne Aigner & Design Logo
Phillips-Van Heusen Corporation	Geoffrey Beene 37 West 57th St. New York, NY 10019	Geoffrey Beene
Phillips-Van Heusen Corporation	Tropical Sportswear Int'l Corporation 4902 West Waters Avenue Tampa, FL 33634-	Van Heusen

SCHEDULE IV TO SECURITY AGREEMENT
Patents

Patent No. 5,216,825, registered on 6/8/93, owned by Borrower

Schedule V
Trademarks
On File at Cravath, Swaine & Moore

DEPOSIT BANK AGREEMENT dated as of April 22, 1998, among PHILLIPS-VAN HEUSEN CORPORATION, a Delaware corporation (the "Grantor"), THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (such term, and each other capitalized term used but not defined herein, having the meaning given it in the Security Agreement referred to below) and CITIBANK, N.A. (the "Deposit Bank").

A. The Grantors and the Collateral Agent are parties to a Security Agreement dated as of April 22, 1998 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), and the related Credit Agreement, dated as of April 22, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among Phillips-Van Heusen Corporation, the lenders from time to time party thereto (the "Lenders") and Chase, as administrative agent and Collateral Agent. Pursuant to the terms of the Security Agreement, the Grantors have granted to the Collateral Agent, for the ratable benefit of the Secured Parties, a security interest in the Accounts Receivable and other Collateral (including Inventory, cash, cash accounts and Proceeds) to secure the payment and performance of the Obligations and have irrevocably appointed the Collateral Agent as their agent to collect amounts due in respect of Accounts Receivable and Inventory.

B. The Deposit Bank has established and maintains the Deposit Accounts (as defined below) listed on Schedule 1 for the benefit of the Grantor.

NOW, THEREFORE, the parties, in consideration of the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which consideration is hereby acknowledged by each of the parties, hereto agree as follows:

1. Each of the Deposit Bank and the Grantor hereby acknowledges that (a) Chase is the Collateral Agent for the Secured Parties pursuant to the Security Agreement and the Credit Agreement and (b) the Grantor has granted to the Collateral Agent a security interest in the Accounts Receivable and other Collateral, including (i) each deposit account listed on Schedule 1 (each such account, a "Deposit Account") that the Grantor maintains with the Deposit Bank, (ii) all funds on deposit in, or otherwise to the credit of any such Deposit Account (the "Deposit Account Funds") and (iii) all items (and Proceeds thereof) that come into the possessions of the Deposit Bank in connection with any such Deposit Account (the "Deposit Account Items"), to secure the payment of Obligations pursuant to the Security Agreement.

2. Each of the Deposit Bank and the Grantor hereby agrees that, upon the occurrence and during the continuance of an Event of Default, the Deposit Bank shall take direction from the Collateral Agent with respect to (a) each Deposit Account that the Grantor maintains with the Deposit Bank, (b) all Deposit Account Funds and (c) all Deposit Account Items.

3. This Agreement shall terminate when (a) all the Obligations have been indefeasibly paid in full in cash, the Lenders have no further commitment to lend, the Exposure has been reduced to zero and the Issuing Banks have no further commitment to issue Letters of Credit under the Credit Agreement, or (b) upon the earlier occurrence of the conditions for release and termination set forth in Section 9.14 of the Credit Agreement.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

PHILLIPS-VAN HEUSEN CORPORATION,

by *Patricia M. Hootkin*
Name: *PATRICIA M. HOOTKIN*
Title: *Vice President*

THE CHASE MANHATTAN BANK,
as Collateral Agent,

by *W P R*
Name: **William P. Rindfuss**
Title: **Vice President**

CITIBANK, N.A.,

by _____
Name:
Title:

3. This Agreement shall terminate when (a) all the Obligations have been indefeasibly paid in full in cash, the Lenders have no further commitment to lend, the Exposure has been reduced to zero and the Issuing Banks have no further commitment to issue Letters of Credit under the Credit Agreement, or (b) upon the earlier occurrence of the conditions for release and termination set forth in Section 9.14 of the Credit Agreement.

4. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument. Delivery of an executed signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart hereof.

5. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers as of the day and year first above written.

PHILLIPS-VAN HEUSEN CORPORATION,

by

Name:
Title:

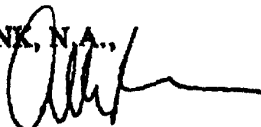
THE CHASE MANHATTAN BANK,
as Collateral Agent,

by

Name:
Title:

CITIBANK, N.A.,

by



Name: ALLEN FISHER
Title:

Schedule 1

Account: Phillips-Van Heusen Corp.

Account No.: 00578056

Citibank, N.A.

Annex 2 to the
Security Agreement

PERFECTION CERTIFICATE

Reference is made to (a) the Credit Agreement dated as of April 22, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders") and Chase, as Administrative Agent and Collateral Agent, and (b) the Guarantee Agreement dated as of April 22, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement") among the Guarantors and the Collateral Agent.

The undersigned, an executive officer of the Borrower, hereby certifies to the Collateral Agent and each other Secured Party as follows:

1. Names. (a) The exact corporate name of each Grantor, as such name appears in its respective certificate of incorporation, is as follows:

Phillips-Van Heusen Corporation
The IZOD Gant Corporation
G.H. Bass Caribbean, Inc.
PVH Retail Corp.
G.H. Bass Franchises, Inc.
BassNet, Inc.
Phillips-Van Heusen Puerto Rico LLC

(b) Set forth below is each other corporate name each Grantor has had in the past five years, together with the date of the relevant change:

The IZOD Gant Corporation - Windsor Shirt Company (previous name)
Date of change 1996

(c) Except as set forth in b above or c below, no Grantor has changed its identity or corporate structure in any way within the past five years. Changes in identity or corporate structure would include mergers, consolidations and acquisitions, as well as any change in the form, nature or jurisdiction of corporate organization. If any such change has occurred, include in Schedule 1 the information required by Sections 1 and 2 of this certificate as to each acquiree or constituent party to a merger or consolidation.

Phillips-Van Heusen Puerto Rico LLC - merged with Tejidos de Coamo, Inc.
Federal Employee Identification Number 66-0355912, merged 11/2/97

(d) The following is a list of all other names (including trade names or similar appellations) used by each Grantor or any of its divisions or other business units in connection with the conduct of its business or the ownership of its properties at any time during the past five years:

See Schedule 1D attached

(e) Set forth below is the Federal Taxpayer Identification Number of each Grantor:

<u>Name</u>	<u>FEIN</u>
Phillips-Van Heusen Corporation	13-1166910
The IZOD Gant Corporation	23-2065966
G.H. Bass Caribbean, Inc.	66-0404440
PVH Retail Corp.	13-3806403
G.H. Bass Franchises, Inc.	01-0414427
BassNet, Inc.	13-3941547
Phillips-Van Heusen Puerto Rico LLC	13-3965912

2. Current Locations. (a) The chief executive office of each Grantor is located at the address set forth opposite its name below:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
Phillips-Van Heusen Corporation	1290 Avenue of The Americas, NY, NY 10104	New York	NY
The IZODGant Corporation	1290 Avenue of The Americas, NY, NY 10104	New York	NY
G.H. Bass Caribbean Inc.	1290 Avenue of The Americas, NY, NY 10104	New York	NY
PVH Retail Corporation	1290 Avenue of The Americas, NY, NY 10104	New York	NY
G.H. Bass Franchises, Inc.	1290 Avenue of The Americas, NY, NY 10104	New York	NY
BassNet, Inc.	1290 Avenue of The Americas, NY, NY 10104	New York	NY
Phillips-Van Heusen Puerto Rico LLC	1290 Avenue of The Americas, NY, NY 10104	New York	NY

(b) Set forth below opposite the name of each Grantor are all other locations where such Grantor maintains any books or records relating to any Accounts Receivable (with each location at which chattel paper, if any, is kept being indicated by an “*”):

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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Schedule 2B attached

(c) Set forth below opposite the name of each Grantor are all the places of business of such Grantor not identified in paragraph (a) or (b) above:

<u>Grantor</u>	<u>Mailing Address</u>	<u>County</u>	<u>State</u>
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See Schedule 2C attached

(d) Set forth below opposite the name of each Grantor are all the locations where such Grantor maintains any Collateral not identified above:

Grantor Mailing Address County State

None

(e) Set forth below opposite the name of each Grantor are the names and addresses of all persons other than such Grantor that have possession of any of the Collateral of such Grantor:

Grantor Mailing Address County State

See Schedule 2E attached

3. Unusual Transactions. All Accounts Receivable have been originated by the Grantors and all Inventory has been acquired by the Grantors in the ordinary course of business.

4. File Search Reports. Bank counsel has arranged to obtain true copies of file search reports from the Uniform Commercial Code filing offices in certain jurisdictions where filings described in Section 3.16 of the Credit Agreement are to be made, including a true copy of each financing statement or other filing identified in such file search reports.

5. UCC Filings. Duly signed financing statements on Form UCC-1 in substantially the form of Schedule 5 hereto have been prepared by bank counsel for filing in the Uniform Commercial Code filing office in each jurisdiction where a Grantor has Collateral as identified in Section 2 hereof.

6. Schedule of Filings. Attached is a schedule prepared by bank counsel setting forth, with respect to the filings described in Section 5 above, each filing and the filing office in which such filing is to be made.

7. Filing Fees. All filing fees and taxes payable in connection with the filings described in Section 5 above will be paid when billed by the filing service.

8. Stock Ownership. Attached hereto as Schedule 8 is a true and correct list of all the duly authorized, issued and outstanding stock of each Subsidiary and the record and beneficial owners of such stock. Also set forth on Schedule 8 is each equity Investment of the Borrower and each Subsidiary that represents 50% or less of the equity of the entity in which such investment was made (other than securities acquired in settlement of accounts receivable claims aggregating not more than \$500,000.00 and not held or to be held for more than one hundred and twenty (120) days).

See Schedule 8 attached

9. Except as set forth in 10 below there are no notes held by the Borrower or any Subsidiary Loan Party, including intercompany notes, other than notes evidencing loans which in the aggregate do not exceed \$250,000.00.

10. Advances. Listed below is (a) a true and correct list of all advances (i) made by the Borrower to any Subsidiary of the Borrower or (ii) made by any Subsidiary of the Borrower to the Borrower or any other Subsidiary of the Borrower, which advances will be on and after the date hereof evidenced by one or more intercompany notes pledged to the Collateral Agent under the Pledge Agreement, and (b) a true and correct list of all unpaid but not past due by their terms for more than sixty (60) days intercompany transfers of goods sold and delivered by or to the Borrower or any Subsidiary of the Borrower.

None

11. Mortgage Filings. Attached hereto as Schedule 11 is a schedule setting forth, with respect to each Mortgaged Property, (i) the exact corporate name of the corporation that owns such property as such name appears in its certificate of incorporation, (ii) if different from the name identified pursuant to clause (i), the exact name of the current record owner of such property reflected in the records of the filing office for such property identified pursuant to the following clause and (iii) the filing office in which a Mortgage with respect to such property must be filed or recorded in order for the Collateral Agent to obtain a perfected security interest therein.

IN WITNESS WHEREOF, the undersigned has duly executed this certificate on this 22nd day of April.

PHILLIPS-VAN HEUSEN CORPORATION

by Parvula M. Hooker

Name: Pam

Title:

SUPPLEMENT NO. _____ dated as of _____, to the Security Agreement dated as of April 22, 1998 among PHILLIPS-VAN HEUSEN CORPORATION, a Delaware corporation (the "Borrower"), each Subsidiary of the Borrower listed on Schedule I hereto (each such Subsidiary individually a "Subsidiary Guarantor" and collectively, the "Subsidiary Guarantors"; the Borrower and the Subsidiary Guarantors are referred to collectively herein as the "Grantors") and THE CHASE MANHATTAN BANK, a New York banking corporation ("Chase"), as collateral agent (in such capacity, the "Collateral Agent") for the Secured Parties (as defined in the Security Agreement).

Reference is made to (a) the Credit Agreement dated as of April 22, 1998 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement"), among the Borrower, the lenders from time to time party thereto (the "Lenders") and Chase, as administrative agent (in such capacity, the "Administrative Agent"), (b) the Guarantee Agreement dated as of April 22, 1998 (as amended, supplemented or otherwise modified from time to time, the "Guarantee Agreement"), among the Subsidiary Guarantors and the Collateral Agent and (c) the Indenture dated as of November 1, 1993, by and between the Borrower and The Bank of New York, as Trustee for the holders (the "Debenture Holders") of the Borrower's 7-¾% Debentures due 2023.

The Lenders have agreed to make Loans to the Borrower, and the Issuing Banks have agreed to issue Letters of Credit for the account of the Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Each of the Subsidiary Guarantors has agreed to guarantee, among other things, all the obligations of the Borrower under the Credit Agreement. The obligations of the Lenders to make Loans and of the Issuing Banks to issue Letters of Credit are conditioned upon, among other things, the execution and delivery by the Grantors of an agreement in the form hereof to secure (a) the due and punctual payment by the Borrower of (i) the principal of and premium, if any, and interest (including interest accruing during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (ii) each payment required to be made by the Borrower under the Credit Agreement in respect of any Letter of Credit, when and as due, including payments in respect of reimbursement of disbursements, interest thereon and obligations to provide cash collateral and (iii) all other monetary obligations, including fees, costs, expenses and indemnities, whether primary, secondary, direct, contingent, fixed or otherwise (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), of the Borrower to the Secured Parties under the Credit Agreement and the other Loan Documents, (b) the due and punctual performance of all covenants, agreements, obligations and liabilities of the Borrower under or pursuant to the Credit Agreement and the other Loan Documents, (c) the due and punctual payment and performance of all the covenants, agreements, obligations and liabilities of each Loan Party under or pursuant to this Agreement and the other Loan Documents, (d) the due and punctual payment and performance of all obligations of the Borrower under each Hedging Agreement entered into with any counterparty that was a Lender or an Affiliate thereof at the time such Hedging Agreement was entered into, (e) the due and punctual payment and performance of all obligations in respect of overdrafts and related liabilities owed to the Administrative Agent or any of its Affiliates and arising from treasury, depository and cash management services in connection with any automated clearing house transfers of funds and (f) the due and punctual payment by the Borrower of all obligations and

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liabilities of the Borrower in respect of the Debentures, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise (all the monetary and other obligations described in the preceding clauses (a) through (f) being collectively called the "Obligations").

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 8.12 of the Security Agreement, the New Grantor by its signature below becomes a Grantor under the Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby (a) agrees to all the terms and provisions of the Security Agreement applicable to it as a Grantor thereunder and (b) represents and warrants that the representations and warranties made by it as a Grantor thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, the New Grantor, as security for the payment and performance in full of the Obligations (as defined in the Security Agreement), does hereby create and grant to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, their successors and assigns, a first-priority security interest in and lien on all of the New Grantor's right, title and interest in and to the Collateral (as defined in the Security Agreement) of the New Grantor. Each reference to a "Grantor" in the Security Agreement shall be deemed to include the New Grantor. The Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Collateral Agent and the other Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms.

SECTION 3. This Supplement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single contract. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent. Delivery of an executed signature page to this Supplement by facsimile transmission shall be as effective as delivery of a manually signed counterpart of this Supplement.

SECTION 4. The New Grantor hereby represents and warrants that (a) set forth on Schedule I attached hereto is a true and correct schedule of the location of any and all Collateral of the New Grantor and (b) set forth under its signature hereto, is the true and correct location of the chief executive office of the New Grantor.

SECTION 5. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

SECTION 6. THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 7. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and in the Security Agreement shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such

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provision in any other jurisdiction). The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 8. All communications and notices hereunder shall be in writing and given as provided in Section 8.03 of the Security Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature below.

SECTION 9. The New Grantor agrees to reimburse the Collateral Agent for its reasonable out-of-pocket expenses in connection with this Supplement, including the reasonable fees, other charges and disbursements of counsel for the Collateral Agent.

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IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

[Name Of New Grantor],

by

Name:

Title:

Address:

THE CHASE MANHATTAN BANK,
as Collateral Agent,

by

Name:

Title:

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SCHEDULE I
to Supplement No. ___ to the
Security Agreement

LOCATION OF COLLATERAL

Description

Location