

MWD 5.12.99

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

5-12-99

RECORD
TF

05-14-1999



101037323

T U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks

Original documents or copy thereof.

1. Name of conveying party(ies):

BUGLE BOY INDUSTRIES, INC.

- Individual(s)
- General Partnership
- Corporation-State California
- 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 23, 1999

2. Name and address of receiving party(ies)

Name: FOOTHILL CAPITAL CORPORATION, as agent

Internal Address: Suite 1500

Street Address: 1111 Santa Monica Boulevard

City: Los Angeles State: CA ZIP: 90025

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State California
- 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 patent number(s):

A. Trademark Application No.(s)

Please see attached Schedule A.

B. Trademark Registration No.(s)

Please see attached Schedule A.

Additional numbers attached? Yes No

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

Name: BROBECK, PHLEGER & HARRISON LLP

Internal Address:

Attn: Kimberley A. Lathrop

Street Address: 550 South Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 013

7. Total fee (37 CFR 3.41).....\$ 5,340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

05/13/1999 JSNABAZZ 00000168 75574646

DO NOT USE THIS SPACE

01 FC 481
02 FC 482
Statement and signature.

40.00 OP
5300.00 OP

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.

Kimberley A. Lathrop
Name of Person Signing

Kimberley A. Lathrop
Signature

05-07-99
Date

Total number of pages including cover sheet, attachments, and document: 49

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK
REEL: 1890 FRAME: 0490

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 23, 1999 is made by **BUGLE BOY INDUSTRIES, INC.**, a California corporation ("Borrower"), in favor of **FOOTHILL CAPITAL CORPORATION**, a California corporation, as agent for the Lenders ("Agent").

RECITALS

A. Borrower and the Lender Group have entered into that certain Loan and Security Agreement, of even date herewith (as amended, restated, modified, renewed or extended from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Borrower, and pursuant to which Borrower has granted to Agent for the benefit of the Lender Group a security interest in (among other things) all of the general intangibles of Borrower.

B. Pursuant to the Loan Agreement and as one of the conditions precedent to the obligations of the Lender Group under the Loan Agreement, Borrower has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Borrower hereby agrees in favor of Agent as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Core Trademark Collateral" shall mean all Trademark Collateral consisting of Trademarks as used in connection with or in respect to any of Borrower's now existing or future men's, young men's, boys, and kids casual apparel lines.

"Event of Default" shall have the meaning ascribed thereto in the Loan Agreement.

"Lender Group" means, individually and collectively, each of the Lenders and Agent.

“Lenders” means, individually and collectively, each of the financial institutions identified on the signature page of the Loan Agreement, and any other Person made a party thereto in accordance with the provisions of Section 14 thereof (together with their respective successors and assigns).

“Lien” means any pledge, security interest, assignment, charge or encumbrance, lien (statutory or other), or other preferential arrangement (including any agreement to give any security interest).

“Non-Core Trademark Collateral” means any Trademark Collateral consisting of Trademarks that are not Core Trademark Collateral.

“Obligations” shall have the meaning ascribed thereto in the Loan Agreement.

“Borrower” shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined at UCC Section 9306, all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Borrower, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Borrower from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Borrower from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of California.

“United States” and “U.S.” each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words “hereof,” “herein,” “hereto,” “hereunder” and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words “including,” “includes” and “include” shall be deemed to be followed by the words “without limitation.”

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent amendments and other modifications thereto.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Borrower and supplemental rights and remedies in favor of Agent for the benefit of the Lender Group (whether under federal law or applicable California law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict in the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security Interest. To secure the Obligations, Borrower hereby grants, assigns, transfers and conveys to Agent, for the benefit of the Lender Group, a continuing security interest in certain of Borrower's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and 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, together with and including all licenses therefor held by Borrower, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Agent or in the name Agent for the benefit of the Lender Group for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Borrower's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Certain Exclusions from Grant of Security Interest. Anything in this Agreement and the other Loan Documents to the contrary notwithstanding, the foregoing grant, assignment, transfer, and conveyance of a security interest shall not extend to, and the term "Trademark Collateral" shall not include, any item of Trademark Collateral described in Section 2(a) above that is now or hereafter held by Borrower as licensee or otherwise, solely in the event and to the extent that: (i) as the proximate result of the foregoing grant, assignment, transfer, or conveyance of a security interest, Borrower's rights in or with respect to such item of Trademark Collateral would be forfeited or would become void, voidable, terminable, or revocable, or if Borrower would be deemed to have breached, violated, or defaulted the underlying license or other agreement that governs such item of Trademark Collateral pursuant to the restrictions in the underlying license or other agreement

that governs such item of Trademark Collateral; (ii) any such restriction shall be effective and enforceable under applicable law, including Section 9318(4) of the Code; and (iii) any such forfeiture, voidness, voidability, terminability, revocability, breach, violation, or default cannot be remedied by Debtor using its best efforts (but without any obligation to make any material expenditures of money or to commence legal proceedings); provided, however, that the foregoing grant, assignment, transfer, and conveyance of security interest shall extend to, and the term "Trademark Collateral" shall include, (y) any and all Proceeds of such item of Trademark Collateral to the extent that the assignment or encumbering of such Proceeds is not so restricted, and (z) upon any such licensor or other applicable party's consent with respect to any such otherwise excluded item of Trademark Collateral being obtained, thereafter such item of Trademark Collateral as well as any Proceeds thereof that might theretofore have been excluded from such grant, assignment, transfer, and conveyance of a security interest and the term "Trademark Collateral."

(c) Continuing Security Interest. Debtor agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(d) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(e) Licenses. Anything in the Loan Agreement or this Agreement to the contrary notwithstanding, (i) Borrower may not at any time during the term of this Agreement grant any licenses of the Core Trademark Collateral, (ii) Borrower may grant licenses of the Non-Core Trademark Collateral (subject to the security interest (if any) of Agent therein) in the ordinary course of Borrower's business, so long as the grant of any such exclusive license or licenses will not result in a material diminution of the value of any of the Trademarks or the Trademark Collateral.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact.

Borrower at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent may reasonably request from time to time, to perfect and continue perfected, maintain the priority of or provide notice of Agent's security interest in the Trademark Collateral for the benefit of the Lender Group and to accomplish the purposes of this Agreement. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is reasonably requested to execute and deliver by Agent in accordance with the foregoing, Agent shall have the right, in the name of Borrower, or in the name of Agent or otherwise, without notice to or assent by Borrower, and Borrower hereby irrevocably constitutes and appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Borrower's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Borrower on all or any

of such documents or instruments and perform all other acts that Agent reasonably deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Agent's security interest in, the Trademark Collateral for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Borrower, which Agent reasonably may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuance of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable until such time as this Agreement shall have terminated in accordance with Section 18.

4. Representations and Warranties. Borrower represents and warrants to Agent and the Lender Group, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A sets forth, as of the Closing Date, a true and correct list of all of the existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Borrower.

(b) Trademarks Subsisting. Each of the Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of Borrower's knowledge, each of the Trademarks is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Borrower has rights in and good and defensible title to the existing Trademark Collateral, (ii) with respect to the Trademark Collateral shown on Schedule A hereto as owned by it, Borrower is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than the security interest created hereunder and other than Permitted Liens and Permitted Dispositions), including licenses, registered user agreements and covenants by Borrower not to sue third persons, and (iii) with respect to any Trademarks of which Borrower is either a licensor or a licensee pursuant to a license or licensee agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Borrower is not in material default of any of its obligations thereunder and, (i) other than the parties to such licenses or licensing agreements, or (ii) in the case of any non-exclusive license or license

agreement entered into by Borrower or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Borrower or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral. To the best of Borrower's knowledge, the past, present and contemplated future use of the Trademark Collateral by Borrower has not, does not and will not infringe upon or violate any right, privilege or license agreement of or with any other Person.

(d) No Infringement. To the best of Borrower's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person.

(e) Powers. Borrower has the unqualified right, power and authority to pledge and to grant to Agent a security interest in all of the Trademark Collateral pursuant to this Agreement, 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 except as already obtained.

5. Covenants. So long as any of the Obligations remain unsatisfied, Borrower agrees that it will comply with all of the covenants, terms and provisions of this Agreement, the Loan Agreement and the other Loan Documents, and Borrower will promptly give Agent written notice of the occurrence of any event that could constitute a Material Adverse Change with respect to any of the Trademarks or the Trademark Collateral, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Borrower is a licensee.

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Borrower shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and Borrower shall give to Agent prompt notice thereof. Borrower shall do all things reasonably deemed necessary or advisable by Agent to ensure the validity, perfection, priority and enforceability of the security interests of Agent in such future acquired Trademark Collateral. If Borrower refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is reasonably requested to execute and deliver by Agent in connection herewith, Borrower hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Borrower's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent and the Lender Group. Notwithstanding any provision contained in this Agreement, neither Agent nor any member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Borrower or any other Person for any failure to do so or delay in doing so.

Except for the accounting for moneys actually received by Agent or any other member of the Lender Group hereunder or in connection herewith, neither Agent nor any member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement or any other Loan Document shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Borrower agrees that such rights and remedies include the right of Agent as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9504. Borrower agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Borrower in which Agent has a security interest, including Agent's rights to sell inventory, tooling or packaging which is acquired by Borrower (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent deems necessary or advisable, in the name of Borrower or Agent, to enforce or protect any of the Trademark Collateral, in which event Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent in aid of such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral, Borrower, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Borrower and Agent for the benefit of the Lender Group and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the federal laws of the United States of America and the laws of the State of California.

13. Entire Agreement; Amendment. This Agreement and the Loan Agreement, together with the Schedules hereto and thereto, contain the entire agreement of

the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Agent may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Loan Agreement. Borrower acknowledges that the rights and remedies of Agent for the benefit of the Lender Group with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Borrower acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Borrower agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern.

18. Termination. Upon the payment in full of the Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Borrower, at Borrower's expense, as shall be necessary to release and to evidence termination of the security interest granted by Borrower to Agent for the benefit of the Lender Group hereunder, including, without limitation, cancellation of this Agreement by written notice from Agent to the PTO.

[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

BUGLE BOY INDUSTRIES, INC.,
a California corporation

By: Deane Becker

Name:

Title: Senior Vice President

By: Rosalynn

Name:

Title:

FOOTHILL CAPITAL CORPORATION,
a California corporation, as agent

By: David J. Jones

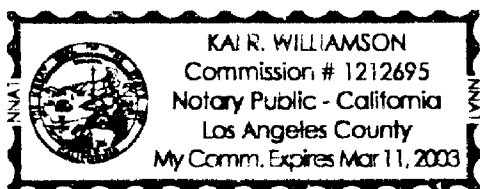
Name:

Title:

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On April 24, 1999, before me, Kai R. Williamson, Notary Public, personally appeared Diane L. Becker, ~~personally known to me (or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



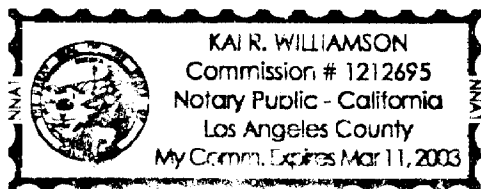
Kai R. Williamson
Signature

[SEAL]

STATE OF CALIFORNIA)
) ss
COUNTY OF LOS ANGELES)

On April 24, 1999, before me, Kai R. Williamson, Notary Public, personally appeared Rhonda Foreman, ~~personally known to me (or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(ies), and that by his/~~her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kai R. Williamson
Signature

[SEAL]

On April 24, 1999, before me, Kai R. Williamson, Notary Public, personally appeared Rosa Mow, ~~personally known to me (or proved to me on the basis of satisfactory evidence)~~ to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.



Kai R. Williamson
Signature

[SEAL]

SCHEDULE A
TO
TRADEMARK SECURITY AGREEMENT

Bugle Boy Industries, Inc. Domestic Trademarks

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
0111 1101 0000	25		75/571646	10/16/98			
7M	25	Jeans and shorts	75/561598	9/29/98			
7M01	25	Pants and shorts	75/581441	11/2/98			
7M20	25		75/592150	11/19/98			
7M21	25	Pants and shorts	75/581440	11/2/98			
7M70	25	Pants and shorts	75/581435	11/2/98			
7M71	25	Pants and shorts	75/581434	11/2/98			
7M77	25	Pants and shorts	75/614794	1/20/99			
7M97	25	Pants and shorts	75/624795	1/20/99			
7MSL	25	Pants and shorts	75/581437	11/2/98			
603	25	Jeans, pants and shorts	75/039682	1/2/96	2048359	3/25/97	3/25/07
608	25	Jeans, pants and shorts	75/029329	12/7/95	2048356	3/25/97	3/25/07
610	25	Jeans, pants and shorts	75/029330	12/7/95	2045128	3/11/97	3/22/07
609	25	Jeans, pants and shorts	75/029333	12/7/95	2008705	10/15/96	10/15/06
620	25	Jeans, pants and shorts	75/029332	12/7/95	2048357	3/25/97	3/25/07
622	25	Jeans, pants and shorts	75/029328	12/7/95	2,134,869	2/3/98	2/3/08
Pocket Stitching 3	25	Jeans, pants and shorts	75/061802	2/13/96	2,161,068	5/26/98	5/26/08
Pocket Stitching 4	25	Jeans, pants and shorts	75/057349	2/13/96			
Pocket Stitching 5	25	Jeans, pants and shorts	75/093424	4/24/96	2,131,446	1/20/98	1/20/08

4/23/99

TRADEMARK
REEL: 1890 FRAME: 0503

90/mis/B/LE 5

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
7M Pocket Stitching	25	Jeans and shorts	75/630983	2/1/99			
721	25		75/558598	9/24/98			
740	25	Jeans and shorts	74/728267	9/8/95	1,991,426	8/6/96	8/6/06
750	25	Jeans and shorts	74/728268	9/8/95	1,993,558	8/13/96	8/13/06
760	25	Jeans and shorts	74/727770	9/12/95	1,991,422	8/6/96	8/6/06
761	25	Jeans and shorts	75/558599	9/24/98			
765	25	Jeans, pants and shorts	75/281692	4/25/97	2,186,869	9/1/98	9/1/08
A COMMON THREAD	25 K	Clothing, pants, shorts, jeans, t-shirts, sweatshirts, sweatpants, sweaters, vests, jackets, blouses, dresses, blazers, coats	74/446467	10/12/93	1,947,274	1/9/96	1/9/06
AGED WASH	25 K	Pants and shorts.	74/267581	04/20/92	1,800,152	10/19/93	10/19/2003
AQUAWASH	25 K	Pants and shorts.	74/243261	02/04/92	1805365	11/16/93	11/16/2003
BB ATHLETIC ORIGINAL	25	Clothing	75/388727	11/12/97			
BB CLASSICS	25	Clothing, namely pants, shirts, shorts, sweaters, vests and jackets		4/99			
BB CL & Design (Golf logo)	25	Clothing, namely pants, shirts, shorts, jackets, vests and sweaters	75/175780	10/2/96			
BB Shield Design	25	Clothing, namely pants, shirts, shorts, jackets, vests and sweaters	75/172129	9/26/96	2,147,208	3/31/98	3/31/08
BB Shield w/ Crossed Golf Clubs	25	Clothing	75/388771	11/12/97	2,218,705	1/19/99	1/19/09

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
B Crest	25	Clothing	75/237079	2/5/97	2,137,148	2/17/98	2/17/08
BB Crest (Missy's)	25	Clothing	75/283649	4/29/97			
B WARE	25	Clothing, pants, shorts, jeans, t-shirts, sweatshirts, sweatpants, sweaters, vests, jackets, blouses, dresses, blazers, coats, baseball caps and visors	74/449235	10/18/93	2040869	2/25/97	2/25/07
B WARE DESIGN 1	25 16	Clothing, pants, shorts, jeans, t-shirts, sweatshirts, sweatpants, sweaters, vests, jackets, blouses, dresses, blazers, coats, baseball caps and visors Bumper stickers, printed labels & decals	74/468193	12/10/93	2,003,378	9/24/96	9/24/06
B WARE RISK EVERYTHING	25 16	Clothing, pants, shorts, jeans, t-shirts, sweatshirts, sweatpants, sweaters, vests, jackets, blouses, dresses, blazers, coats, baseball caps and visors Bumper sticks, printed labels & decals	74/477383	1/7/94	2044043	3/11/97	3/11/07
B 1 SOUL	25	Clothing	75/388729	11/12/97			
B ONE SOUL	25	Clothing	75/355879	9/12/97	2,198,228	10/20/98	10/20/08
BB2	25	Clothing namely, pants, jeans, shorts and shirts	75/094754	4/26/96	2,196,235	10/13/98	10/13/08
BB BLUE	25	Clothing, namely denim jeans, shorts, skirts, jackets and jumpers	75/024680	12/12/95	2,143,137	3/10/98	3/10/08
BBC	25	Clothing, namely, jeans, pants, shirts, tops, and shorts.	74/048054	04/10/90	1681270	03/31/92	03/31/02

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
BBC & Design	25	Clothing, namely, denim jackets and pants.	74/144134	02/28/91	1,826,961	3/15/94	03/15/04
BBC Design	25	Clothing, namely, pants, shorts, jeans, t-shirts, sweatshirts, sweatpants, sweaters, vests, jackets, blouses, dresses, blazers, coats	74/475775	1/3/94	1,917,342	9/5/95	9/5/05
BBC EXCLUSIVE	25	Clothing	75/432234	2/11/98			
BB GOLF	25	Clothing, namely shirts and caps	75/336903	8/6/97			
B.B.J.	25	Clothing, namely, pants, shorts, overalls, tops and jackets.	73/716009	03/11/88	1515490	12/06/88	12/06/08
BIG FAN	25	Clothing, namely pants, shorts, shirts, t-shirts, sweatshirts, sweatpants, jackets and caps	75/372090	10/14/97			
BIG FAN SPORTS	25	Clothing, namely pants, shorts, shirts, t-shirts, sweatshirts, sweatpants, jackets and caps	75/372089	10/14/97			
BBM	25 K	Clothing, namely, pants and shirts.	73/750655	09/07/88	1533319	04/04/89	04/04/09
BODYBLAST	25	Clothing	75/633552	2/5/99			
BUGLE BOY TRANSITION	25	Clothing, namely pants, shorts, jeans, T-shirts, shirts, sweatshirts sweatpants, sweaters, vests, jackets, blouses, dresses, rompers, blazers, coats, baseball caps and visors.	74/722057	8/18/95	2,112,734	11/11/97	11/11/07
BLUE REVOLUTION	25 K	Clothing, namely shirts, t-shirts, pants, shorts, jeans, vests, jackets, blazers, baseball caps and visors.	74/453426	10/26/93	1,971,657	4/30/96	4/30/06

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
BUGLE BABY	25	Clothing, pants, shorts, jeans, t-shirts, sweatshirts, sweatpants, vests, jackets, blouses, dresses and rompers	74/440446	09/27/93	2,142,937	3/10/98	3/10/08
BUGLE BEAR	28 K	Stuffed toys.	74/491518	2/7/94	1,907,888	7/25/95	7/25/96
BUGLE BOY	42	Retail stores services for the sale of clothing and accessories.	74/162761	05/02/91	1695077	06/16/92	06/16/02
BUGLE BOY	9	Eyeglass frames, eyeglass cases and sunglasses.	74/237660	01/14/92	1766625	04/20/93	04/20/03
BUGLE BOY	18	Bags and backpacks	75/080460	3/29/96	2054830	4/22/97	4/22/07
BUGLE BOY	25	Pants, shirts, vests and jackets.	73/173543	06/08/78	1113214	02/13/79	02/13/99
BUGLE BOY	25	Footwear.	73/828532	10/02/89	1615811	10/02/90	10/02/00
BUGLE BOY AUTHENTICS	25	Clothing, namely, pants, shorts, jeans, t-shirts, shirts, sweatshirts, sweatpants, sweaters, vests, jackets, dresses, blouses, blazers, baseball caps, visors and footwear	74/697045	07/03/95	2,021,453	12/3/96	12/3/06
BUGLE BOY BAGGIES	25	Pants and jeans.	74/128208	01/07/91	1,834,673	05/03/94	05/03/04
BUGLE BOY BOB	25	Clothing, namely shirts, pants, jeans and jackets	75/476623	4/29/98			
BUGLE BOY BRIDGE	25	Clothing	74/717665	8/18/95	2,139,414	2/24/98	2/24/08
Bugle Boy Classics Label (with red, white & blue)	25	Clothing, namely pants, jeans, shirts, shorts, jackets, t-shirts, sweatshirts, sweatpants, vests and caps	75/093577	4/24/96	2,145,247	3/17/98	3/17/08

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
Bugle Boy Classics Label (no color limitations)	25	Clothing		4/99			
BUGLE BOY CLASSICS	35	Retail Store Services	75/343667	8/18/97	2,169,723	6/30/98	6/30/08
BUGLE BOY CLASSICS	25	Clothing	75/136380	7/19/96	2,136,693	2/17/98	2/17/08
BUGLE BOY CLASSICS & Design	25	Clothing, namely, pants, shorts, jeans, t-shirts, shirts, sweaters, vests, jackets, socks, undergarments, baseball caps and visors	75/216326	12/20/96	2,138,569	2/24/98	2/24/08
BUGLE BOY CLASSIC JEANS	25	Clothing, namely jeans, pants, shirts and vests	75/449245	3/12/98			
BUGLE BOY CO.	25	Clothing, namely, pants shorts jeans shirts, t-shirts, vests and jackets.	74/665993	4/26/95	1,958,097	2/20/96	2/20/06
BUGLE BOY COMPANY	25	Clothing, namely, pants shorts jeans shirts, t-shirts, vests and jackets.	74/666529	4/26/95	1,958,100	2/20/96	2/20/06
BUGLE BOY COLLECTION FOR HER	25	Clothing	75/296174	5/22/97		10/6/98	10/6/08
BUGLE BOY E-JEANS	35	On-line services	75/609612	12/21/98			
BUGLE BOY E-KHAKIS	35	On-line services	75/617507	1/6/99			
BUGLE BOY E-PPAREL	35	On-line services	75/609613	12/21/98			
BUGLE BOY EXCLUSIVE	25	Clothing	75/376400	10/20/97	2,202,302	11/3/98	11/3/08
BUGLE BOY EXCLUSIVE GOLF	25	Clothing	75/501505	6/12/98			

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
BUGLE BOY FOR HER	25	Clothing, namely, women's juniors and girls' dresswear and sportswear, including shirts, pants, shorts, jackets, sweaters, sweatshirts, sweatpants, vests, dresses, blouses, skirts, jeans, knit tops, t-shirts, jumpsuits, warmup suits, rompers, outerwear, undergarments, scarves, gloves, hats, shoes, and sneakers.	75/016755	11/8/95	2,129,332	1/13/98	1/13/08
BUGLE BOY GIRLS	25	Clothing, namely dresses, shirts, shorts, pants, tops, jackets, vests, sweatshirts, sweatpants and t-shirts	75/194181	11/6/96	2,132,165	1/27/98	1/27/08
BUGLE BOY GIRLS BGB & Design	25	Clothing namely dresses, shirts, shorts, pants, tops, jackets, vests, sweatshirts, sweatpants and t-shirts	75/203567	11/25/96	2,164,691	6/9/98	6/9/08
BUGLE BOY JUNIORS	25 K	Clothing, namely, pants, shorts, overalls, tops and jackets.	73/715998	03/11/88	1525803	02/21/89	02/21/09
BUGLE BOY	14	Watches	75/069390	3/8/96	2,109,801	10/28/97	10/28/07
BUGLEBOY.COM	35 41 42	Internet address.	75/023109	11/21/95			
BUGLE BOY KIDS & Design	25	Children's clothing, namely, jeans, pants, shirts, sweaters, shorts and footwear.	73/821306	08/23/89	1626057	12/04/90	12/04/00
BUGLE BOY MEN	25	Clothing, namely, shirts.	73/750668	09/07/88	1533320	04/04/89	04/04/09
BUGLE BOY MILLENNIUM CLASSICS	25	Clothing	75/608073	12/18/98			
BUGLE BOY MOTORSPORTS	25	Clothing, namely t-shirts, sweatshirts, golf shirts, sweaters, jackets and caps	75/100204	5/7/96	2,168,131	6/23/98	6/23/08

<u>MARK</u>	<u>CL</u>	<u>GOODS</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>RENEWAL DATE</u>
BUGLE BOY NATION	25	Clothing, namely shirts, pants, jeans and jackets	75/476624	4/29/98			
BUGLE BOY ORIGINAL	25	Clothing	75/476624	1/14/99			
BUGLE BOY PAINTBALLS		On-line game	75/337950	8/8/97	2,221,350	2/2/99	2/2/09
BUGLE BOY PREFERRED	25	Clothing, namely, pants, jeans, overalls, shirts, tops, sweaters, shorts and jackets.	74/120626	12/04/90	1857280	10/04/94	10/04/04
BUGLE BOYS	25	Boys' clothing, namely, pants, jeans, overalls, shirts, tops, sweaters, shorts, and jackets.	74/200755	09/04/91	1706900	08/11/92	08/11/02
BUGLE BOY RACEWEAR	25	Clothing, pants, shirts, shorts, jackets and sweaters	75/216327	12/20/96			
BUGLE BOY SCHOOL WEAR	25	Clothing, pants, shirts, shorts, skirts, jumpers, jackets, vests and sweaters	75/165140	9/13/96			
BUGLE BOY SIGNATURE	25	Clothing	75/432,235	2/11/98			
BUGLE BOY SILVER CLASSICS	25	Clothing	75/592151	11/19/98			
BUGLE BOY USA & Design	25 K	Clothing, namely, young men's pants, woven tops and knit shirts.	73/577753	01/14/86	1432023	03/10/87	03/10/07
BUGLE GIRL	25	Clothing, shirts, t-shirts, pants, jeans, shorts, jackets, sweaters, sweatshirts and vests	75/060359	2/21/96	2045781	3/18/97	3/18/07
BUGLETTES	25	Clothing.	74/446096	10/12/93	2,029,976	1/7/97	1/7/07
BUGLE BUGZ	25	Clothing.	74/645640	3/9/95	2,217,500	1/12/99	1/12/09
BUGLE BUGS	25	Clothing	74/645641	3/9/95	2,217,501	1/12/99	1/12/09

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
BUGLER	25	Clothing, pants, shirts, shorts, jackets, sweaters	75/123814	6/21/96	2,149,744	4/7/98	4/7/08
BUTTBlast	25	Clothing	75/633555	2/5/99			
CADDY DESIGN	25	Shirts, trousers, sweatshirts & sweaters.	74/430981	8/31/93	2,003,354	9/24/96	9/24/06
CHINOWEAR BUGLE BOY FOR HER & Design	25	Clothing, namely shirts, pants, shorts, jackets, jeans, vests, dresses, blouses and skirts	75/106161	5/17/96	2,211,451	12/15/98	12/15/08
CHOICES	25 K	Women's dresswear, formal wear, casual wear, and sportswear, namely, (please see application).	74/247139	02/19/92	1926500	10/10/95	10/10/05
CLASSICS 2000	25	Clothing, namely, pants, shirts, sweaters, vests, jackets and hats	75/581439	11/2/98			
CLASSIC CHALLENGE	25	Clothing	75/265022	3/27/97			
CLASSICS CHALLENGE	25	Clothing	75/265021	3/27/97			
CLOUD WASH	25 K	Pants and shorts.	74/267583	04/20/92	1798776	10/12/93	10/12/03
COASTLINE	25	Women's dresswear, formal wear, casual wear, and sportswear, namely, (please see application).	74/247137	02/19/92	1981311	6/18/96	6/18/06
COASTLINES	25	Women's dresswear, formal wear, casual wear, and sportswear, namely, (please see application).	73/767629	12/5/88	1582636	2/13/90	2/13/00
COASTLINE and Design	25 D	Women's dresswear, formal wear, casual wear, and sportswear, namely, (please see application).	74/283804	06/11/92	1,962,779	6/25/96	6/25/06

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
COZETTE	25	Women's sportswear and wearing apparel, namely, sweaters, blouses, skirts, pants, shorts, jackets, knit tops, sweatshirts, sweatpants, t-shirts, warm-up suits, rompers, shirts, dresses and jumpsuits.	73/673438	07/20/87	1479729	03/08/88	03/08/08
DARK LABEL	25	Clothing	75/392314	11/18/97			
DENIM GENERATION	25 K	Clothing, namely, tops, shirts, pants, shorts, vests, jackets, skirts and overalls.	74/366887	03/13/93	1851126	8/23/94	8/23/04
DINOWIDE	25	Clothing, pants, shirts, shorts and jackets	75/176720	10/3/96			
DRAGON SEVEN	25	Clothing	75/306882	6/11/97			
DRY CREEK	25 K	Jackets, vests, tops and bottoms	74/474415	12/21/93	1,940,214	12/5/95	12/05/05
EASY BLUE	25 K	Pants and shorts.	74/267580	04/20/92	1,829,879	4/5/94	4/5/04
EASY CARE JUST WEAR	25 K	Clothing, namely shirts, pants, shorts, vests, jackets, dresses, blazers, jeans and sweatshirts	74/460247	11/18/93	1,943,157	12/19/95	12/19/05
E-MAG	25	Clothing, namely, denim jeans, shorts, skirts, jackets and jumpers.	75/057348	2/13/96	2,198,795	10/20/98	10/20/08
ENDLESS SAIL	25	Clothing, namely pants, shorts, jeans, t-shirts, shirts, sweatshirts, sweatpants, sweaters, vests, jackets, blazers, coats, caps and visors	74/728907	09/14/95	2,126,037	12/30/97	12/30/07
FOR A HEALTHY PLANET	18 25 K	18 - Tote bags, backpacks and umbrellas. 25 - T-shirts.	74/115008	11/13/90	1851110	8/23/94	8/23/04

MARK	CL.	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
FOUR PLAY	25 D	Clothing, namely, denim pants and denim jackets.	74/197235	08/21/91	1855228	9/20/94	9/20/04
GENERATION X	25	Clothing, namely jeans, pants, t-shirts, jackets, shirts, shorts, sweaters and vests	74/374292	03/29/93	1,970,283	4/23/96	4/23/06
GENERATION Y	25		74/590474	10/25/94			
GO BUGLE BOY LF & Design	25	Clothing	75/403688	12/11/97			
GOLD CREST	25	Pants and shorts.	74/267993	04/21/92	1795935	9/28/93	9/28/13
GOLD CREST FOR HER	25	Clothing, namely women's shirts, pants, shorts, jackets, denim jeans, jumpers, sweaters, vests, blouses, knit tops, t-shirts and rompers	75/029331	12/7/95	2,122,169	12/16/97	12/16/07
GOLD CREST FOR MEN	25		75/029327	12/7/95	2,038,492	2/18/97	2/18/07
GOLD CREST MACRO	25	Clothing, namely, pants, jeans, shorts and shirts.	75/092155	4/22/96			
GOLDEN WASH	25 K	Clothing, namely, jeans.	73/741862	07/25/88	1528393	03/07/89	03/07/09
Golf Embroidery	25	Clothing, pants, shirts, shorts, jackets and sweaters	75/188898	10/28/96	2,215,115	12/29/98	12/29/08
H20	25	Clothing, namely pants, shirts, tees, shirts, and swimwear	74/655414	4/03/95	2,013,184	11/5/96	11/5/06
HARBOR ISLAND	25 D	Clothing, namely, shirts, T-shirts, pants, shorts, jackets, sweaters, sweatshirts, and vests.	74/431424	8/30/93	2063590	5/20/97	5/20/07
Heart & Star Design	25	Clothing	75/286596	5/5/97	2,190,589	9/22/98	9/22/08
IL	25	Clothing, namely jeans and shorts	75/563377	10/1/98			

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
ILIO	25	Women's dresswear, formal wear, casual wear, and sportswear, namely, (please see registration).	74/040622	03/21/90	1654648	08/20/91	08/20/01
ILIO	25	Women's sportswear and wearing apparel, namely, sweaters, blouses, skirts, pants, shorts, jackets, knit tops, sweatshirts, sweatpants, t-shirts, jumpsuits, warmup suits and rompers.	73/553828	08/16/85	1386864	03/18/86	03/18/06
ILIO BLUES	25	Women's dresswear, formal wear, casual wear, and sportswear, namely, (please see registration)	74/202772	09/12/91	1718295	09/22/92	09/22/02
IN CARGOS WE TRUST	25	Clothing, namely pants, jeans, shorts and shirts	75/347675	8/27/97			
IN-CLOTHES	25 D	Women's dresswear, formal wear, casual wear, and sportswear, namely, (please see registration).	74/187.545	07/22/91	1699196	07/07/92	07/07/02
IT'S LARGE	25	Clothing, namely jeans and shorts	75/563293	10/1/98			
JUNGLE JIVE	25		75/281693	4/25/97	2,208,228	12/8/98	12/8/08
KICKED BACK	25	Clothing.	75/046931	1/23/96			
KICKED-BACK CORPORATE	25	Clothing	75/046932	1/23/96			
KING TIGER	25	Clothing, namely pants, shirts, shorts, jackets, vests and sweaters	75/197190	8/28/96	2,182,851	8/18/98	8/18/08
LIBERATION JEAN	25	Clothing, shirts, pants, jeans and jackets	75/481736	5/8/98			
LIGHT LABEL	25	Clothing	75/392326	11/18/97			

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
L'I'L SOUL	25	Clothing, namely shirts, pants, shorts, jeans, tees, jackets and baseball caps	75/531564	8/7/98			
Lion with World Design (no crest)	25	Clothing	75/604157	12/9/98			
Lion Crest (Golf)	25	Clothing	75/335626	7/24/97			
MACRO	25	Clothing, namely, pants, jeans, shorts and shirts.	75/094752	4/26/96	2,201,772	11/3/98	11/3/08
MACROJEAN	25	Clothing, namely denim jeans and shorts	75/104746	5/15/96	2,148,217	3/31/98	3/31/08
MILLENNIUM CLASSICS	25	Clothing	75/607899	12/18/98			
MOW	25 D	Ladies' clothing, namely, pants.	73/485741	06/19/84	1329742	04/09/85	04/09/05
MY OWN WHIM	25 D	Ladies' clothing, namely, pants.	73/480886	05/18/84	1328701	04/02/85	04/02/09
MY OWN WHIM	25 D	Jeans.	73/827014	09/22/89	1595512	05/08/90	05/08/00
NAKED AMBITION	9	Interactive game	75/123816	6/21/96	2,135,006	2/3/98	2/3/08
NATIONAL JEAN	25	Clothing, namely shirts, pants, jeans and jackets	75/481735	5/8/98			
NAVIGATA	25	Swimwear, pants, shorts, shirts, t-shirts, sweatshirts, sweatpants, jackets, baseball caps and visors	74/528104	5/20/94	1,912,615	8/15/95	8/15/05
NEVER SAY NEVER	25 K	Jeans and pants.	73/821304	08/23/89	1598697	05/29/90	05/29/00
NEUTRAL ZONE	25	Clothing, namely, pants, jeans, shirts, tops, t-shirts and jackets.	74/197232	08/21/91	1903600	07/04/95	7/04/95

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
NO CARE JUST WEAR	25 D	Clothing namely shirts, pants, shorts, vests, jackets, blouses, dresses, blazers, jeans, sweatshirts and sweatpants.	74/461375	11/18/93	2049384	4/1/97	4/1/07
OCEAN LEAGUE	25	Jeans and pants.	73/821305	08/23/89	1615808	10/02/90	10/02/00
OFF DUTY	25 K	Denim trousers, casual trousers, slacks and shorts.	73/414497	02/22/83	1294477	09/11/84	09/11/04
ONE NATION UNDER GOLF	25	Clothing	75/306883	6/11/97			
ONE STYLE ONE WORLD ONE SOUL	25	Clothing, namely pants, jeans, shorts, shirts, tees, jackets and caps	75/388746	11/12/97	2,216,286	1/5/99	1/5/09
ORANGE PEEL	25 K	Clothing, namely, jeans.	73/741861	07/25/88	1527060	02/28/89	02/28/09
PACIFIC BREEZE	25	Clothing	75/130100	7/5/96			
π	25	Clothing, namely pants, shirts, and vests	75/064579	2/28/96	2,114,666	11/18/97	11/18/07
π TECH	25	Clothing, namely pants, shirts and vests	75/064580	2/28/96	2,114,667	11/18/97	11/18/07
Pi-Tech	25	Pants, shirts, t-shirts, sweatshirts, sweatpants and vests	75/167382	9/17/96	2,079,407	7/15/97	7/15/07
RED, WHITE & BUGLE BOY	25	Clothing, shirts, pants, shorts, sweaters, vests, tees, sweatshirts, sweatpants, jackets, caps and visors	75/102629	5/10/96	2,211,446	12/15/98	12/15/08
RISK EVERYTHING	25 16	25 - Same as B WARE 16 - Bumper sticks, printed labels, decals	74/455512	11/1/93	1,978,699	6/4/96	5/4/06

<u>MARK</u>	<u>CL</u>	<u>GOODS</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>RENEWAL DATE</u>
ROW 1	25 D	Women's sportswear and wearing apparel, namely, sweaters, blouses, skirts, pants, shorts, jackets, knit tops, sweatshirts, sweatpants, t-shirts, warm-up suits, rompers, shirts, dresses and jumpsuits.	73/673443	07/20/87	1479730	03/08/88	03/08/08
ROW ONE	25 D	Women's sportswear and wearing apparel, namely, sweaters, blouses, skirts, pants, shorts, jackets, knit tops, sweatshirts, sweatpants, t-shirts, warm-up suits, rompers, shirts, dresses and jumpsuits.	73/673437	07/20/87	1479728	03/08/88	03/08/08
ROW ONE	25 D	Women's dresswear, formal wear, casual wear, and sportswear, namely, (please see registration).	74/040621	03/21/90	1652759	07/30/91	07/30/01
SHARK PATROL	25	Clothing	75/257720	3/14/97	2,180,169	8/11/98	8/11/08
SLICE THE ICE	25	Clothing, namely, pants, shorts, jeans, t-shirts, shirts, sweatshirts, sweatpants, sweaters, vests, jackets, blazers, baseball caps and visors	74/696008	6/30/95	2,093,481	9/2/97	9/2/07
SNOW FLEECE	25	Clothing, namely jackets, pants, sweaters, vests, warm-up suits, shirts and printed flannel shirts.	74/630970	2/7/95	1,980,298	6/11/96	6/11/06
SOLAR SHADES	25 K	Clothing.	74/181012	06/28/91	1818495	1/25/94	1/25/04
SOUL STAR	25	Clothing, namely shirts, pants, jeans and jackets	75/478216	5/1/98			
SPECIAL ISSUE	25 K	Men's, women's, boys', girls', kids' pants, shorts, overalls, tops and jackets.	73/724610	04/25/88	1533230	04/04/89	04/04/09

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
SPIRIT OF WILDERNESS	25 K	Clothing, namely, tops, shirts, pants, shorts, vests, jackets, skirts, and overalls.	74/274461	05/11/92	1776603	06/15/93	06/15/03
SPORTING WEAR BY BBC & Design	25 K	Sport shirts, knit shirts, sweaters and pants.	73/306289	04/17/81	1218475	11/30/82	11/30/02
SPORTING WEAR BY BUGLE BOY CO. & Design	25 K	Sport shirts, knit shirts, sweaters and pants.	73/312335	05/29/81	1214082	10/26/82	10/26/02
SPOT ME.	25	Hats and caps	75/339216	8/7/97			
SPOT ME.	18	Bags and backpacks	75/339822	8/7/97			
STREET KNOWLEDGE	25 K	Clothing, shorts, pants, tops, shirts, vests, caps, sweatshirts, sweatpants, sweaters, jackets.	74/394900	05/21/93	1,887,969	4/4/95	4/4/05
SUPERSTONED	25	Pants and shorts	75/630982	2/1/99			
SURF SHACK	25	Clothing	75/321546	7/9/97			
THE ORIGINAL CARGO PANT	25	Clothing	75/354188	9/9/97			
THE MILLENNIUM SERIES	25	Clothing, pants, shorts, shirts, jackets and vests	75/581438	11/2/98			
TIGER TRAIN	25	Clothing	75/197195	8/28/96			
TIGER WORLD	25	Clothing, namely pants, shirts, shorts, jackets, vests and sweaters	75/197192	8/28/96	2,184,839	8/25/98	8/25/08
ULTRA BLUE	25	Clothing, namely denim jeans, shorts,	75/100205	4/29/96	2,181,099	8/11/98	8/11/08
VINCENTE	25	Men's and boys' garments, namely, pants, trousers, jackets and blazers.	74/120394	12/04/90	1659852	10/08/91	10/08/01

MARK	CL	GOODS	APP. NUMBER	APP. DATE	REG. NUMBER	REG. DATE	RENEWAL DATE
WATER BUGS	25	Clothing, namely, swimwear, pants, shorts, shirts, t-shirts, sweatshirts, sweatpants, baseball caps and visors	75/151682	8/16/96	2,149,777	4/7/98	4/7/08
WATER BUGZ	25	Swimwear, pants, shorts, shirts, t-shirts, sweatshirts, sweatpants, baseball caps & visors.	74/519283	4/20/94	2,147,959	3/31/98	3/31/08
Wave Design	25	Clothing, pants, shorts, shirts, swimwear, jackets and caps	75/351587	7/28/98			
WEAR 'EM BIG	25	Clothing, pants, shirts and shorts	75/180458	10/11/96	2,194,145	10/6/98	10/6/08
WEATHER WASH	25	Clothing, pants, shorts and shirts	75/581436	11/2/98			
WHERE FASHION MEETS VALUE	25	Clothing, pants, shorts, jeans, tees, shirts, sweatshirts, sweatpants, sweaters and jackets	75/122035	6/19/96			
XPENSE	25	Clothing	75/307558	6/12/97			

<u>COUNTRY</u>	<u>MARK</u>	<u>CL</u>	<u>GOODS</u>	<u>REGISTER</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>	<u>RENEWAL DATE</u>	<u>REMARKS</u>
United States	Angled Top Front Fly	25	Clothing, namely, jeans.	Supplemental	73/723003	04/18/88	1564026	10/31/89	10/31/09	R: The mark consists of a stylized design of a front pant fly. Section 8/15 due 10/31/95 filed and accepted
United States	Angled Top Front Fly With Top Label Placement	25	Clothing, namely, jeans.	Supplemental	73/723002	04/18/88	1570483	12/05/89	12/05/99	R: The mark consists of a stylized front-fly design with a label affixed to the top of the pant fly. Section 8/15 due 12/5/95. FILED. Sect 8 accepted 7/8/96
United States	Center Belt Loop with BUGLE BOY	25	Clothing, namely, jeans.	Principal	74/148084	03/15/91	1761436	3/30/93	3/30/03	R: Section 8/15 Declaration due 3/30/99.
United States	Bugle Boy Snap	25	Clothing, namely, jeans.	Principal	73/722708	04/18/88	1518076	12/27/88	12/27/08	R: Section 8/15 due 12/27/94. Proof filed 12/27/94 - accepted 10/31/95.
United States	Double Pant Fly Flap	25	Clothing, namely, jeans.	Supplemental	73/722949	04/18/88	1572658	12/19/89	12/19/99	R: The mark comprises a stylized front pant fly, being in the nature of a double front flap. Section 8/15 accepted.
United States	Front Watch Pocket Tab with Bugle Boy	25	Clothing, namely, jeans.	Supplemental	73/722714	04/18/88	1527031	02/28/89	02/28/09	R: "Bugle Boy" on front and back of tab. Section 8 accepted 7/2/96