

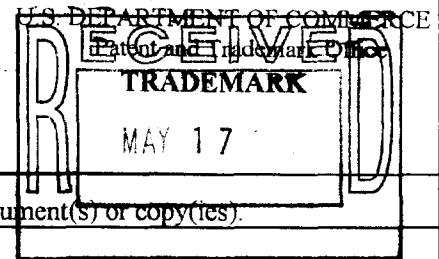
05-21-1999



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HEET



Our Ref: #68826-0024

R

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

**Conveyance Type**

- Assignment  License
- Security Agreement  Nunc Pro Tunc Assignment
- Merger  Effective Date  
Month Day Year
- Change of Name \_\_\_\_\_
- Other \_\_\_\_\_

**Conveying Party**

\_\_\_ Mark if additional names of conveying parties attached

Name ETIENNE AIGNER, INC.  
47 Brunswick Avenue  
Edison, New Jersey 08818

Execution Date  
Month Day Year  
March 31, 1999

719821

Formerly \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  Corporation  Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

**Receiving Party**

\_\_\_ Mark if additional names of receiving parties attached

Name BANKBOSTON, N.A.

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 100 Federal Street

Address (line 2) Boston, Massachusetts 02110

Address (line 3) \_\_\_\_\_

- Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation  Association
- Other National Banking Association
- Citizenship/State of Incorporation/Organization \_\_\_\_\_

FOR OFFICE USE ONLY

05/19/1999 NTHA11 00000137 719821

01 FC:481  
02 FC:482

40.00 OP  
725.00 OP

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 200231

**TRADEMARK**  
**REEL: 001899 FRAME: 0001**

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

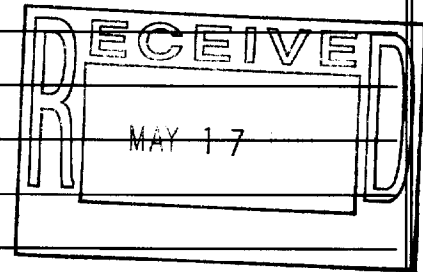
Name \_\_\_\_\_

Address (line 1) \_\_\_\_\_

Address (line 2) \_\_\_\_\_

Address (line 3) \_\_\_\_\_

Address (line 4) \_\_\_\_\_



**Correspondent Name and Address**

Area Code and Telephone Number (212) 309-6287

Name Patrick M. Creaven, Esq.

Address (line 1) MORGAN, LEWIS & BOCKIUS LLP

Address (line 2) 101 Park Avenue

Address (line 3) New York, New York 10178

**Pages** Enter the total number of pages of the attached conveyance document including any attachments.

# 44

**Trademark Application Number(s) or Registration Number(s)**

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Mark if additional numbers are attached

Trademark Application Number(s)

Registration Number(s)

PLEASE SEE ATTACHED SCHEDULE I

**Number of Properties** Enter the total number of properties involved.

# 30

**Fee Amount** Fee Amount for Properties Listed (37 CFR 3.41):

\$ 765 .00

Method of Payment: Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: 13-4520

Authorization to charge additional fees: Yes  No

**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. Charges to deposit account are authorized, as indicated herein.*

Patrick M. Creaven

05/13/99

Name of Person Signing

Signature

Date Signed

SCHEDULE I

ETIENNE AIGNER, INC.  
 TRADEMARKS, TRADEMARK LICENSES, PATENTS, AND COPYRIGHTS

Trademark Registrations

United States

<u>Registration No.</u>	<u>Reg. Date</u>	<u>Mark</u>
719,821	August 15, 1961	ETIENNE AIGNER Plus Design (ETIENNE AIGNER (Label))
732,312	June 5, 1962	Miscellaneous Design (Horseshoe Device)
736,463	August 21, 1962	Miscellaneous Design (Horseshoe Device)
786,126	March 2, 1965	A (Stylized) (Horseshoe Device)
911,959	June 8, 1971	ETIENNE AIGNER
1,216,625	November 16, 1982	Miscellaneous Design (Horseshoe Device)
1,262,129	December 27, 1983	ETIENNE AIGNER (Stylized) (ETIENNE AIGNER in Script)
1,281,170	June 12, 1984	Miscellaneous Design (Horseshoe Device)
1,477,866	February 23, 1988	Miscellaneous Design (Horseshoe Device)
1,508,253	October 11, 1988	ETIENNE AIGNER
1,508,255	October 11, 1988	ETIENNE AIGNER (Stylized) (ETIENNE AIGNER in Script)
1,589,880	April 3, 1990	ETIENNE AIGNER
1,603,391	June 26, 1990	ORIGINAL ETIENNE AIGNER Plus Design (ORIGINAL ETIENNE AIGNER with Horseshoe and Medallion Device)

1,812,693	December 21, 1993	ETIENNE AIGNER Plus Design (ETIENNE AIGNER and Horseshoe Device)
1,874,708	January 17, 1995	ETIENNE AIGNER Plus Design (ETIENNE AIGNER and Horseshoe Device)
1,890,536	April 18, 1995	ETIENNE AIGNER Plus Design (ETIENNE AIGNER and Horseshoe Device)
1,950,623	January 23, 1996	ETIENNE AIGNER Plus Design (ETIENNE AIGNER and Horseshoe Device)
1,966,533	April 9, 1996	Miscellaneous Design (Horseshoe Device)
1,976,758	May 28, 1996	Horseshoe Device
1,978,413	June 4, 1996	ETIENNE AIGNER
1,978,414	June 4, 1996	ETIENNE AIGNER and Horseshoe Device
1,997,943	September 3, 1996	ETIENNE AIGNER
1,997,944	September 3, 1996	ETIENNE AIGNER and Horseshoe Device
2,044,301	March 11, 1997	ETIENNE AIGNER and Horseshoe Device
2,053,540	April 15, 1997	QUALITY FOR LIFE
2,053,541	April 15, 1997	ETIENNE AIGNER and Horseshoe Device
2,053,542	April 15, 1997	QUALITY FOR LIFE
2,053,543	April 15, 1997	ETIENNE AIGNER
2,065,697	May 27, 1997	Horseshoe Device
2,149,961	April 14, 1998	QUALITY FOR LIFE

PATENT AND TRADEMARK SECURITY AGREEMENT

PATENT AND TRADEMARK SECURITY AGREEMENT (hereinafter referred to as the "Agreement"), dated as of March 31, 1999, by and between ETIENNE AIGNER, INC., a Delaware corporation with its principal place of business at 47 Brunswick Avenue, Edison, New Jersey 08818 (hereinafter referred to as the "Company"), BANKBOSTON, N.A., a national banking association with its head office at 100 Federal Street, Boston, Massachusetts 02110, as agent (in such capacity, the "Agent") for the Lenders under (and as defined in) that certain Revolving Credit Agreement of even date herewith (as the same may be amended, modified, supplemented, extended or restated from time to time, the "Credit Agreement").

W I T N E S S E T H:

WHEREAS, the Company has requested the Lenders to extend credit in the form of loans and letters of credit, and the Lenders are willing to make loans to the Company and the Issuing Bank (as defined in the Credit Agreement) is willing to issue Letters of Credit, in each case on the terms and subject to the conditions set forth in the Credit Agreement;

WHEREAS, the Company has entered into a Security Agreement dated as of even date herewith (as the same may be amended, modified, supplemented, extended or restated from time to time, the "Security Agreement"), pursuant to which the Company has granted to the Agent for the benefit of the Lenders a security interest in certain collateral of the Company and has agreed to execute and cause to be filed further documents required to be recorded or filed, in order to perfect and maintain the security interests granted under the Security Agreement; and

WHEREAS, in order to induce the Agent and the Lenders to enter into the Credit Agreement, the Company has also agreed to grant a security interest in and collaterally assign the Collateral (as hereafter defined) to secure the Company's obligations under the Credit Agreement, including, without limitation, its obligations under the promissory notes issued by the Company to each of the Lenders pursuant to the Credit

Agreement (as the same may be amended, modified, supplemented, extended or restated from time to time, collectively, the "Notes") and to place in the public record of the Patent and Trademark Office the security interest and collateral assignment granted hereunder;

NOW THEREFORE, for good and valuable consideration, and to secure the payment and performance of all the Obligations (as defined in the Credit Agreement), the parties hereto agree as follows:

1. Definitions. All capitalized terms used herein and not otherwise defined herein (including, without limitation, the terms "Event of Default", "Encumbrance", "Loan Documents" and "Obligations") shall have the meanings prescribed therefor in the Credit Agreement. The following additional terms, as used herein, shall have the following respective meanings:

"Business Judgment Exception" shall have the meaning set forth in Section 4 below.

"Patent and Trademark Office" means the United States Patent and Trademark Office.

"Patents" means all patents and patent applications (including each patent and patent application described on Schedule I hereto), including, without limitation, the inventions and improvements described therein, together with the reissues, divisions, continuation, renewals, extensions and continuations in part thereof.

"Patent License" means any agreement, whether written or oral, providing for the grant by the Company to any Person or Persons of any right to manufacture, use or sell any invention covered by a Patent, including, without limitation, the agreements described in Schedule I hereto.

"Trademark License" means any agreement, whether written or oral, providing for the grant by the Company to any Person or Persons of any right to use any Trademark, including, without limitation, the agreements described in Schedule I hereto.

"Trademarks" means all of the following to the extent owned by the Company: all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I hereto, and all reissues, extensions or renewals thereof.

2. Grant of Security Interest and Collateral Assignment.

In furtherance and as confirmation of the security interests granted by the Company under the Security Agreement and in order to secure the prompt and complete payment and performance of all the Obligations, together with any and all expenses which may be incurred by the Agent in collecting any or all of such Obligations or enforcing any rights, obligations or liabilities under this Agreement, the Company does hereby grant a security interest in, and collaterally assign and hypothecate as collateral security, in each case to the Agent for the benefit of the Lenders, all of the Company's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired (collectively, the "Collateral"):

(a) all Patents;

(b) all Patent Licenses;

(c) all proceeds and products of each Patent and Patent License, including, without limitation, all income, royalties, damages and payments now or hereafter due and/or payable with respect to any Patent or Patent License, including damages and payments for past or future infringements thereof, and all rights corresponding thereto throughout the world (the property and rights described in clauses (a) through (c) being collectively referred to as the "Patent Collateral");

(d) all Trademarks;

(e) all Trademark Licenses;

(f) all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and Trademark License;

(g) all products and proceeds of each Trademark and Trademark License, including, without limitation, any claim by the Company against third parties for past, present or future infringement or dilution of any Trademark, including, without limitation, the Trademarks referred to in Schedule I hereto and any Trademark licensed under any Trademark License, or for injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License (clauses (d) through (g) being collectively referred to as the "Trademark Collateral");

(h) causes of action, claims and warranties now or hereafter owned or acquired by the Company in respect of any of the items listed above; and

(i) all proceeds of any of the items described in clauses (a) through (h).

3. Representations and Warranties. As an inducement to the Agent to enter into this Agreement, the Company makes the following representations and warranties:

(a) Schedule I sets forth a complete and correct list of all Patents, Trademarks, Patent Licenses and Trademark Licenses in which the Company has any right, title or interest; said Patents and Trademarks are valid, subsisting, unexpired and in full force and effect, have not been adjudged invalid or unenforceable, in whole or in part, and have not been abandoned; to the best of the Company's knowledge no holding, decision or judgment has been rendered by any governmental authority which would be reasonably likely to limit, cancel or question the validity of any Patent or Trademark.

(b) The Company is the sole beneficial owner of the Collateral and, except for Permitted Encumbrances, no Encumbrance



exists or will exist upon any Collateral at any time except for the collateral assignment thereof in favor of the Agent provided for herein, which collateral assignment and security interest constitutes a first priority perfected security interest in all of the Collateral.

(c) Except pursuant to Trademark Licenses and Patent Licenses entered into by the Company in the ordinary course of business, which are listed in Schedule I, the Company owns and possesses the exclusive right to use, and has done nothing to authorize or enable any other Person to use, the Patents and Trademarks listed on Schedule I, and all registrations listed on Schedule I are, to the best of the Company's knowledge, valid and in full force and effect.

(d) Except as otherwise disclosed in Schedule 1 to the Credit Agreement, (i) there is no infringement by others of any right of the Company with respect to any Trademark listed on Schedule I, (ii) the Company is not infringing in any respect upon any patent or trademark of any other Person, and (iii) no proceedings have been instituted or are pending against the Company or, to the Company's knowledge, threatened, alleging any such violation.

4. Defense of Collateral, Etc. The Company agrees that it will at its expense forever warrant and, at the Agent's request, defend the Collateral from any and all claims and demands of any other Person; provided, however, nothing herein shall prevent the Company in the exercise of its reasonable business judgment from determining that it is in the best interest of the Company to abandon any item of Collateral, or to refrain from defending any item of Collateral against such claims or demands (the foregoing prerogative of the Company being sometimes referred to herein as the "Business Judgment Exception"). The Company hereby agrees to pay, indemnify, and hold the Agent and the Lenders harmless from and against any and all other liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses of disbursements or any kind or nature whatsoever with respect to the Collateral, including, without limitation, claims of patent or trademark infringement, provided that the Company shall have no obligation hereunder to indemnify the Agent or any Lender to the extent the

matter to be indemnified against was caused by the indemnified party's gross negligence or willful misconduct.

5. Continued Use of Patents and Trademarks, Etc. (a)

During the term of this Agreement the Company shall (i) employ consistent standards of quality in its manufacture of products and delivery of services sold or services provided under the Trademarks (and shall do any and all acts reasonably required by the Agent to ensure the Company's compliance with such standards), (ii) employ the appropriate notice of such Trademarks in connection with its use of such Trademarks, (iii) subject to the Business Judgment Exception, use each Trademark which is material in value or material to the conduct of the Company's business in such a manner as to maintain such Trademark in full force and free from any claim or abandonment for non-use and (iv) not adopt or use any mark which is confusingly similar or a colorable imitation of any Trademark unless the Agent shall obtain a perfected security interest in such mark pursuant to this Agreement. The Company hereby grants to the Agent and its employees and agents the right to visit the Company's plants and facilities which manufacture, inspect or store products or which provide services sold under any of the Trademarks, and to inspect the products or monitor the services and quality control records relating thereto at reasonable times during regular business hours. The Company confirms its commitment to take any and all actions reasonably required by the Agent to ensure the maintenance of quality standards for such products and services.

(b) Subject to the Business Judgment Exception, the Company agrees to maintain the registration of the Patents and Trademarks listed on Schedule I hereto in full force and effect by taking any action which it believes necessary, through attorneys of its choice, all at its expense. In the event that any Patent or Trademark is infringed by a third party, so as to have a material adverse effect on the Company, or if such infringement gives rise to litigation or to the filing of a claim or notice of opposition with the Patent and Trademark Office, the Company shall promptly notify the Agent and shall take such actions as may be reasonably required to terminate such infringement. Any damages recovered from the infringing party shall be deemed to be part of the Collateral.

(c) The Company shall promptly notify the Agent of the institution of, and any adverse determination in, any proceeding in the Patent and Trademark Office or any other foreign or domestic governmental agency, court or body, regarding the Company's claim of ownership in any Patent or Trademark which is material in value or material to the conduct of the Company's business.

(d) Except for those Patents and Trademarks identified in Exhibit C that are intended to be abandoned by the Company, the Company shall promptly notify the Agent if it knows, or has reason to know, that any application or registration relating to any material Patent or Trademark may become abandoned or of any adverse determination or development, other than non-final determinations of any such office or court, regarding the Company's ownership of any material Patent or Trademark or its right to register the same or to keep and maintain the same.

6. No Assignments, Etc. The Company shall not, except as otherwise permitted by the Credit Agreement, (a) grant, create or permit to exist any Encumbrance upon the Collateral in favor of any other Person, or (b) assign this Agreement or any rights in the Collateral or the material protected thereby without, in either case, the prior written approval of the Agent and such attempted Encumbrance or assignment shall be void ab initio.

7. Continuing Liability. The Company hereby expressly agrees that, anything herein to the contrary notwithstanding, it shall remain liable under each license, interest or obligation collaterally assigned to the Agent or in which the Agent is granted a security interest hereunder to observe and perform all the conditions and obligations to be observed and performed by the Company thereunder, all in accordance with and pursuant to the terms and provisions thereof. The Agent shall not have any obligation or liability under any such license, interest or obligation by reason of or arising out of this Agreement or the collateral assignment thereof, or the grant of a security interest therein, to the Agent or the receipt by the Agent of any payment relating to any such license, interest or obligation pursuant hereto, nor shall the Agent be required or obligated in any manner to perform or fulfill any of the obligations of the Company thereunder or pursuant thereto, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any

payment received by it or the sufficiency of any performance by any party under any such license, interest or obligation, or to present or file any claim, or to take any action to collect or enforce any performance or the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

8. New Patents and Trademarks. If, before the Obligations shall have been satisfied in full and all of the Commitments terminated, the Company shall become entitled to the benefit of (i) any patent application or patent or any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent listed on Schedule I or any improvement on any such Patent or any new invention, or (ii) any new Trademark registrations or applications for registration, the Company shall give the Agent prompt notice thereof in writing and shall execute and deliver, and file with the Patent and Trademark Office, a modification of this Agreement amending Schedule I hereto to include each such new Patent or Trademark thereon, provided, however, as long as no Event of Default has occurred and is continuing, the Company shall not be required to give such notices or to execute, deliver and file such modifications more often than once in any six-month period. Notwithstanding the foregoing, the Company hereby irrevocably appoints the Agent its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, to execute an amendment of this Agreement on behalf of the Company amending Schedule I hereto to include each such new Patent or Trademark.

9. Retention of Rights. Unless and until an Event of Default shall have occurred and be continuing, but subject to the terms and conditions of this Agreement, the Company shall retain the legal and equitable title to the Collateral and shall have full right to use the Collateral in the ordinary course of its business including the right to enter into new licenses with respect thereto in the ordinary course of business; provided that upon entering into any such license, the Company shall amend Schedule 1 hereto to include such license, upon which amendment such license shall be deemed a Patent License or a Trademark License hereunder, as applicable.

10. Remedies. (a) If an Event of Default under the Credit Agreement, that has not been cured or waived, has occurred and is

continuing the Agent may exercise, in addition to all other rights and remedies granted to it in this Agreement and the other Loan Documents, all rights and remedies of a secured party under the Uniform Commercial Code as in effect in The Commonwealth of Massachusetts. Without limiting the generality of the foregoing, the Company expressly agrees that in any such event the Agent, without demand of performance or other demand, advertisement or notice of any kind (except to such extent as notice may be required by applicable law with respect to the time or place of any public or private sale) to or upon the Company or any other Person (all and each of which demands, advertisements and/or notices are hereby expressly waived), may forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, license, assign, give an option or options to purchase, or sell or otherwise dispose of and deliver said Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange, broker's board or at any of the Agent's offices or elsewhere at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby expressly waived and released. To the extent permitted by applicable law, the Company waives all claims, damages and demands against the Agent and the Lenders arising out of the repossession, retention or sale of the Collateral.

(b) Without limiting the generality of the foregoing, if any Event of Default has occurred and is continuing,

(i) subject to then existing Patent Licenses and Trademark Licenses, the Agent may license, or sublicense, whether on an exclusive or non-exclusive basis, any Patents or Trademarks included in the Collateral throughout the world for such term or terms, on such conditions and in such manner as the Agent shall in its sole discretion determine, the proceeds of such license or sublicense to be applied to the payment of the Obligations;

(ii) the Agent may (without assuming any obligations or liability thereunder), at any time and from time to time, enforce (and shall have the exclusive right to enforce) against any licensee or sublicensee all rights and remedies of the Company in, to and under any Patent Licenses or Trademark Licenses and take or refrain from taking any action under any thereof, and the Company hereby releases the Agent from, and agrees to hold the Agent free and harmless from and against, any claims arising out of any lawful action so taken or omitted to be taken with respect thereto other than any claims arising by reason of its own gross negligence or willful misconduct; and

(iii) upon request by the Agent, the Company will execute and deliver to the Agent a power of attorney, in addition to and supplemental to that set forth in Sections 8 and 12 hereof, in form and substance satisfactory to the Agent, for the implementation of any lease, assignment, license, sublicense, a grant of option, sale or other disposition of a Patent or Trademark, provided, however, that in the event of any disposition pursuant to this Section 10, the Company shall supply its know how and expertise relating to the manufacture and sale of the products bearing, or services sold utilizing, Trademarks, and its customer lists and other records relating to such Trademarks and to the distribution of said products and sale of such services, to the Agent.

11. Grant of License to Use Collateral. Subject to any then existing Patent Licenses and Trademark Licenses, for the purpose of enabling the Agent to exercise rights and remedies under Section 10 hereof upon the occurrence of an Event of Default and for no other purpose, the Company hereby grants to the Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Company) to use, assign, license or sublicense any of the Collateral, whether now owned or hereafter acquired by the Company, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof. The Agent shall have no duty as to the protection of Collateral or any income thereon, nor as to the preservation of any rights pertaining thereto. The

Agent may exercise its rights with respect to any portion of the Collateral without resorting or regard to other Collateral or sources of reimbursement for liability.

12. Power of Attorney. The Company hereby irrevocably appoints the Agent its true and lawful attorney (such appointment coupled with an interest), with full power of substitution, in the name of the Company, the Agent, or otherwise, for the sole use and benefit of the Agent, but at the Company's expense, to exercise (to the extent permitted by law), at any time and from time to time while an Event of Default has occurred and is continuing, all or any of the following powers with respect to all or any of the Collateral:

(a) to demand, sue for, collect, receive and give acquittance for any and all monies due or to become due thereon or by virtue thereof;

(b) to settle, compromise, compound, prosecute or defend any action or proceeding with respect thereto;

(c) to sell, transfer, assign or otherwise deal in or with the same or the proceeds or avails thereof, as fully and effectually as if the Agent were the absolute owner thereof; and

(d) to extend the time of payment of any or all thereof and to make any allowance and other adjustments with reference thereto.

provided, however, that the Agent shall have no duty as to the protection of the Collateral or any income thereon, nor as to the preservation or rights against prior parties, nor as to the preservation of any rights pertaining thereto.

13. Severability. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall not invalidate the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. No Waiver; Cumulative Remedies. The Agent shall not, by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies hereunder, and no waiver shall be valid unless in writing, signed by the Agent, and then only to the extent therein set forth. A waiver by the Agent of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent would otherwise have had on any other occasion. No failure to exercise nor any delay in exercising on the part of the Agent any right, power or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege. The rights and remedies hereunder provided are cumulative and may be exercised singly or concurrently, and are not exclusive of any rights and remedies provided by law.

15. Limitation by Law. All rights, remedies and powers provided herein may be exercised only to the extent that the exercise thereof does not violate any applicable provision of law, and all the provisions hereof are intended to be subject to all applicable mandatory provisions of law which may be controlling and to be limited to the extent necessary so that they will not render this Agreement invalid, unenforceable in whole or in part or not entitled to be recorded, registered, or filed under the provisions of any applicable law.

16. Termination. The Agent agrees that upon the payment in full and satisfaction of all the Secured Obligations following the termination of all of the Commitments, the collateral assignments and security interests created by this Agreement and any proceeds thereof or distributions in respect thereof shall be released, and the Agent will execute all such documents as may be reasonably requested by the Company to release such security interests and to terminate such collateral assignment (without representation or warranty).

17. Expenses. The Company shall, on demand, pay or reimburse the Agent for all reasonable expenses (including attorneys' fees and disbursements of outside counsel and allocation costs of in-house counsel) incurred or paid by the Agent in connection with the preparation, negotiation and closing, and the administration or enforcement, of this



Agreement, its on-site periodic examinations of the Collateral and any other amounts permitted to be expended by the Agent hereunder, including without limitation such expenses as are incurred to preserve the value of the Collateral and the validity, perfection, priority and value of any security interest created hereby, the collection, sale or other disposition of any of the Collateral or the exercise by the Agent of any of the rights conferred upon it hereunder. The obligation to pay any such amount shall be an additional Obligation secured hereby and each such amount shall bear interest from the third Business Day following receipt of demand therefor at the rate per annum equal to the Alternate Base Rate plus 3%.

18. Notices. Any demand upon or notice to the Company that the Agent may give shall be in writing and shall be effective when delivered by hand or sent by telex, answerback received, or by electronic facsimile transmission, with confirmation of receipt, or on the first Business Day after delivery to any overnight delivery service, freight pre-paid, or three days after being deposited in the U.S. mails, postage pre-paid, in each case addressed to the Company at the address shown at the beginning of this Agreement or as it appears on the books and records of the Agent. Demands or notices addressed to any other address at which the Agent customarily communicates with the Company also shall be effective. Any notice by the Company to the Agent shall be in writing and shall be given as aforesaid, addressed to the Agent at the address shown at the beginning of this Agreement or such other address as the Agent may advise the Company in writing.

19. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the Company and its successors and assigns, and shall be binding upon and inure to the benefit of and be enforceable by the Agent, the Lenders and their respective successors and assigns; provided that the Company may not assign or transfer its rights or obligations hereunder.

20. Governing Law. THIS AGREEMENT IS A CONTRACT UNDER THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS AND SHALL FOR ALL PURPOSES BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF SAID COMMONWEALTH (EXCLUDING THE LAWS APPLICABLE TO CONFLICTS OR CHOICE OF LAW). THE COMPANY CONSENTS TO THE JURISDICTION OF

ANY OF THE FEDERAL OR STATE COURTS LOCATED IN THE COMMONWEALTH OF MASSACHUSETTS IN CONNECTION WITH ANY ACTION TO ENFORCE THE RIGHTS OF THE AGENT UNDER THIS AGREEMENT. THE COMPANY IRREVOCABLY WAIVES ANY OBJECTION WHICH IT MAY NOW OR HEREAFTER HAVE TO THE LAYING OF VENUE OF ANY SUCH ACTION BROUGHT IN THE COURTS REFERRED TO IN THE PRECEDING SENTENCE AND HEREBY IRREVOCABLY WAIVES AND AGREES NOT TO PLEAD OR CLAIM IN ANY SUCH ACTION THAT SUCH ACTION HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

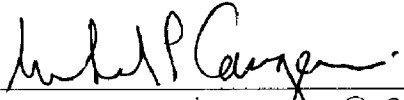
21. Waiver of Jury Trial. THE COMPANY AND THE AGENT EACH HEREBY WAIVES ITS RIGHT TO A JURY TRIAL WITH RESPECT TO ANY ACTION OR CLAIM ARISING OUT OF ANY DISPUTE IN CONNECTION WITH THIS AGREEMENT, ANY RIGHTS OR OBLIGATIONS HEREUNDER OR THE PERFORMANCE OF SUCH RIGHTS AND OBLIGATIONS. EXCEPT AS PROHIBITED BY LAW, THE COMPANY AND THE AGENT EACH HEREBY WAIVES ANY RIGHT IT MAY HAVE TO CLAIM OR RECOVER IN ANY LITIGATION REFERRED TO IN THE PRECEDING SENTENCE ANY SPECIAL, EXEMPLARY, PUNITIVE OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES OTHER THAN, OR IN ADDITION TO, ACTUAL DAMAGES. THE COMPANY (a) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF THE AGENT HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT THE AGENT WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVERS AND (b) ACKNOWLEDGES THAT THE AGENT HAS BEEN INDUCED TO ENTER INTO THIS AGREEMENT BECAUSE OF, AMONG OTHER THINGS, THE COMPANY'S WAIVERS AND CERTIFICATIONS CONTAINED HEREIN.

22. General. This Agreement may not be amended or modified except by a writing signed by the Company and the Agent. This Agreement and any amendment hereof may be executed in several counterparts and by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one instrument. Section headings are for convenience of reference only and are not a part of this Agreement. In the event that any Collateral or any deposit or other sum due from or credited by the Agent is held or stands in the name of the Company and another or others jointly, the Agent may deal with the same for all purposes as if it belonged to or stood in the name of the Company alone.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed and delivered by their duly authorized officers as of the date first set forth above.

ETIENNE AIGNER, INC.

By:   
Name: MICHAEL P. CAGEN  
Title: SVP/CFO

BANKBOSTON, N.A.,  
as Agent

By:   
Mark J. Forti, Vice President

SCHEDULE I

ETIENNE AIGNER, INC.  
 TRADEMARKS, TRADEMARK LICENSES, PATENTS, AND COPYRIGHTS

Trademark Registrations

United States

<u>Registration No.</u>	<u>Reg. Date</u>	<u>Mark</u>
719,821	August 15, 1961	ETIENNE AIGNER Plus Design (ETIENNE AIGNER (Label))
732,312	June 5, 1962	Miscellaneous Design (Horseshoe Device)
736,463	August 21, 1962	Miscellaneous Design (Horseshoe Device)
786,126	March 2, 1965	A (Stylized) (Horseshoe Device)
911,959	June 8, 1971	ETIENNE AIGNER
1,216,625	November 16, 1982	Miscellaneous Design (Horseshoe Device)
1,262,129	December 27, 1983	ETIENNE AIGNER (Stylized) (ETIENNE AIGNER in Script)
1,281,170	June 12, 1984	Miscellaneous Design (Horseshoe Device)
1,477,866	February 23, 1988	Miscellaneous Design (Horseshoe Device)
1,508,253	October 11, 1988	ETIENNE AIGNER
1,508,255	October 11, 1988	ETIENNE AIGNER (Stylized) (ETIENNE AIGNER in Script)
1,589,880	April 3, 1990	ETIENNE AIGNER
1,603,391	June 26, 1990	ORIGINAL ETIENNE AIGNER Plus Design (ORIGINAL ETIENNE AIGNER with Horseshoe and Medallion Device)

1,812,693	December 21, 1993	ETIENNE AIGNER Plus Design (ETIENNE AIGNER and Horseshoe Device)
1,874,708	January 17, 1995	ETIENNE AIGNER Plus Design (ETIENNE AIGNER and Horseshoe Device)
1,890,536	April 18, 1995	ETIENNE AIGNER Plus Design (ETIENNE AIGNER and Horseshoe Device)
1,950,623	January 23, 1996	ETIENNE AIGNER Plus Design (ETIENNE AIGNER and Horseshoe Device)
1,966,533	April 9, 1996	Miscellaneous Design (Horseshoe Device)
1,976,758	May 28, 1996	Horseshoe Device
1,978,413	June 4, 1996	ETIENNE AIGNER
1,978,414	June 4, 1996	ETIENNE AIGNER and Horseshoe Device
1,997,943	September 3, 1996	ETIENNE AIGNER
1,997,944	September 3, 1996	ETIENNE AIGNER and Horseshoe Device
2,044,301	March 11, 1997	ETIENNE AIGNER and Horseshoe Device
2,053,540	April 15, 1997	QUALITY FOR LIFE
2,053,541	April 15, 1997	ETIENNE AIGNER and Horseshoe Device
2,053,542	April 15, 1997	QUALITY FOR LIFE
2,053,543	April 15, 1997	ETIENNE AIGNER
2,065,697	May 27, 1997	Horseshoe Device
2,149,961	April 14, 1998	QUALITY FOR LIFE

Non-U.S. Registrations

**Antigua**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
3,682	June 20, 1994	ETIENNE AIGNER and Horseshoe Device
3,683	June 20, 1994	ETIENNE AIGNER
3,685	June 20, 1994	Miscellaneous Design

**Argentina**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
1,223,858	February 13, 1987	ETIENNE AIGNER
1,223,859	February 13, 1987	ETIENNE AIGNER
1,223,862	February 13, 1987	ETIENNE AIGNER
1,223,863	February 13, 1987	ETIENNE AIGNER
1,223,864	February 13, 1987	ETIENNE AIGNER
1,223,865	February 13, 1987	ETIENNE AIGNER
1,251,979	October 16, 1987	"A"
1,276,878	March 1, 1988	"A"
1,276,879	March 1, 1988	"A"
1,276,880	March 1, 1988	"A"
1,276,881	March 1, 1988	"A"
1,276,884	March 1, 1988	"A"
1,276,885	March 1, 1988	"A"
1,276,886	March 1, 1988	"A"
1,276,877	March 1, 1988	"A"
1,276,887	March 1, 1988	"A"
1,276,888	March 1, 1988	"A"
1,297,616	July 6, 1988	ETIENNE AIGNER and Signature
1,435,881	April 30, 1993	Miscellaneous Design

1,435,882	April 30, 1993	Miscellaneous Design
1,546,861	December 30, 1994	Miscellaneous Design
1,546,862	December 30, 1994	ETIENNE AIGNER Plus Design
1,599,559	April 10, 1996	ETIENNE AIGNER
1,655,330	January 13, 1998	ETIENNE AIGNER Plus Design

**Aruba**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
16696	April 8, 1994	ETIENNE AIGNER Plus Design
16697	April 6, 1994	ETIENNE AIGNER
16709	April 6, 1994	Miscellaneous Design

**Bahamas**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
16,417	April 21, 1994	ETIENNE AIGNER
16,418	April 21, 1994	ETIENNE AIGNER
16,419	April 21, 1994	ETIENNE AIGNER
16,420	April 21, 1994	ETIENNE AIGNER Plus Design
16,421	April 21, 1994	ETIENNE AIGNER Plus Design
16,422	April 21, 1994	ETIENNE AIGNER Plus Design
16,423	April 21, 1994	Miscellaneous Design
16,425	April 21, 1994	Miscellaneous Design

**Bermuda**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
26,020	April 13, 1994	ETIENNE AIGNER Plus Design
26,021	April 13, 1994	ETIENNE AIGNER
26,022	April 13, 1994	Miscellaneous Design
26,023	April 13, 1994	Miscellaneous Design
26,024	April 13, 1994	ETIENNE AIGNER
26,025	April 13, 1994	ETIENNE AIGNER Plus Design
26,214	July 1, 1994	ETIENNE AIGNER Plus Design
26,215	July 1, 1994	Miscellaneous Design
26,232	July 1, 1994	ETIENNE AIGNER

**Brazil**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
007,186,665	June 10, 1980	ETIENNE AIGNER
007,186,754	June 10, 1980	ETIENNE AIGNER
817929762	October 22, 1996	ETIENNE AIGNER
817929770	October 22, 1996	ETIENNE AIGNER and Horseshoe Device
813181321	December 22, 1992	Miscellaneous Design

**British Virgin Islands**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
2,796	January 31, 1995	ETIENNE AIGNER Plus Design
2,797	January 31, 1995	Miscellaneous Design



Canada

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
300,585	March 8, 1985	ETIENNE AIGNER (Stylized)
317,122	August 8, 1986	ETIENNE AIGNER (Script)
333,669	October 30, 1987	Miscellaneous Design
474,332	April 9, 1997	QUALITY FOR LIFE
474,349	April 9, 1997	ETIENNE AIGNER
475,277	April 28, 1997	ETIENNE AIGNER
TMA475,278	April 28, 1997	ETIENNE AIGNER
497,240	July 13, 1998	ETIENNE AIGNER and Horseshoe Device

Chile

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
359,634	September 13, 1990	ETIENNE AIGNER
440,530	March 6, 1995	Horseshoe Device
440,531	March 6, 1995	Horseshoe Device
440,532	March 6, 1995	Horseshoe Device
489,498	July 14, 1997	ETIENNE AIGNER and Horseshoe Device

**Colombia**

<u>Registration No.</u>	<u>Date</u>	<u>Name or Mark</u>
189,497	September 19, 1996	ETIENNE AIGNER
189,717	September 26, 1996	Horseshoe Device
189,718	September 26, 1996	ETIENNE AIGNER and Horseshoe Device
189,720	September 26, 1996	ETIENNE AIGNER and Horseshoe Device
189,721	September 26, 1996	Horseshoe Device
189,722	September 26, 1996	ETIENNE AIGNER
189,723	September 26, 1996	Horseshoe Device
189,724	September 26, 1996	ETIENNE AIGNER
189,725	September 26, 1996	Horseshoe Device
189,751	September 26, 1996	Horseshoe Device
189,752	September 26, 1996	ETIENNE AIGNER and Horseshoe Device
204,582	October 10, 1997	ETIENNE AIGNER

**Costa Rica**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
88,537	September 19, 1994	ETIENNE AIGNER
88,538	September 19, 1994	ETIENNE AIGNER
88,539	September 19, 1994	ETIENNE AIGNER Plus Design

88,540	September 19, 1994	ETIENNE AIGNER Plus Design
88,544	September 19, 1994	ETIENNE AIGNER Plus Design
88,545	September 19, 1994	ETIENNE AIGNER
88,928	October 24, 1994	Miscellaneous Design
88,929	October 24, 1994	Miscellaneous Design
88,931	October 24, 1994	Miscellaneous Design

**Cuba**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
121,214	May 19, 1994	Miscellaneous Design
121,215	May 19, 1994	Miscellaneous Design
121,216	May 19, 1994	Miscellaneous Design
122,981	June 23, 1995	ETIENNE AIGNER
122,982	June 23, 1995	ETIENNE AIGNER Plus Design
123,095	June 23, 1995	ETIENNE AIGNER and Horseshoe Device
123,096	June 23, 1995	ETIENNE AIGNER and Horseshoe Device
123,094	June 23, 1995	ETIENNE AIGNER
123,315	June 23, 1995	ETIENNE AIGNER

**Dominican Republic**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
72,869	July 15, 1994	Miscellaneous Design
72,871	July 15, 1994	ETIENNE AIGNER Plus Design
72,917	July 15, 1994	ETIENNE AIGNER Plus Design

72,918	July 15, 1994	ETIENNE AIGNER
72,919	July 15, 1994	Miscellaneous Design
72,936	July 15, 1994	ETIENNE AIGNER
72,937	July 15, 1994	ETIENNE AIGNER Plus Design
72,938	July 15, 1994	Miscellaneous Design
72,956	July 15, 1994	ETIENNE AIGNER
73,197	July 15, 1994	ETIENNE AIGNER
73,198	July 15, 1994	Miscellaneous Design
73,199	July 15, 1994	ETIENNE AIGNER Plus Design
73,842	September 15, 1994	Miscellaneous Design
73,843	September 15, 1994	ETIENNE AIGNER Plus Design
73,844	September 15, 1994	ETIENNE AIGNER

**Ecuador**

<u>Registration No.</u>	<u>Date</u>	<u>Name or Mark</u>
45/98	January 15, 1998	ETIENNE AIGNER
46/98	January 15, 1998	ETIENNE AIGNER
47/98	January 15, 1998	ETIENNE AIGNER and Horseshoe Device
3828/98	August 4, 1998	Horseshoe Device
3830/98	August 4, 1998	QUALITY FOR LIFE
3829/98	August 4, 1998	QUALITY FOR LIFE

**Guam**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
609	August 21, 1982	Miscellaneous Design
620	June 8, 1991	ETIENNE AIGNER
621	June 5, 1982	Miscellaneous Design
622	March 2, 1985	Miscellaneous Design
623	February 23, 1988	Miscellaneous Design

**Guatemala**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
76,968	February 15, 1996	ETIENNE AIGNER Plus Design
76,970	February 15, 1996	ETIENNE AIGNER Plus Design
76,971	February 15, 1996	Miscellaneous Design
76,974	February 15, 1996	Miscellaneous Design

76,975	February 15, 1996	Miscellaneous Design,
77,543	March 6, 1996	ETIENNE AIGNER
79,222	May 29, 1996	ETIENNE AIGNER
79,883	July 3, 1996	ETIENNE AIGNER
80,152	October 11, 1996	ETIENNE AIGNER
80,597	October 16, 1996	Horseshoe Device

Jamaica

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
B27451	May 18, 1994	Horseshoe Device
B28059	May 18, 1994	ETIENNE AIGNER and Horseshoe Device
B28290	May 18, 1994	ETIENNE AIGNER and Horseshoe Device
B28640	May 18, 1994	ETIENNE AIGNER and Horseshoe Device
B28641	May 18, 1994	Horseshoe Device
B28804	May 18, 1994	ETIENNE AIGNER
B28811	May 18, 1994	Horseshoe Device
B29101	May 18, 1994	ETIENNE AIGNER
B29123	May 18, 1994	ETIENNE AIGNER

Mexico

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
454,856	May 27, 1992	ETIENNE AIGNER Plus Design
476,750	April 7, 1994	ETIENNE AIGNER
501,525	April 7, 1994	Horseshoe Device
508,797	April 7, 1994	ETIENNE AIGNER Plus Design
512,536	April 7, 1994	Horseshoe Device
523,329	April 12, 1994	ETIENNE AIGNER and Horseshoe Device
529,593	July 8, 1996	QUALITY FOR LIFE

Panama

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
53,070	April 24, 1992	ETIENNE AIGNER (Stylized)
53,071	October 20, 1995	ETIENNE AIGNER
71,150	May 31, 1994	ETIENNE AIGNER
71,152	October 6, 1995	ETIENNE AIGNER
71,154	October 6, 1995	ETIENNE AIGNER
71,232	June 6, 1994	Miscellaneous Design
71,233	October 9, 1995	Miscellaneous Design
71,234	October 9, 1995	Miscellaneous Design
71,235	October 9, 1995	Miscellaneous Design
76,979	August 28, 1995	ETIENNE AIGNER Plus Design

Peru

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
028424	August 20, 1996	ETIENNE AIGNER and Horseshoe Device
028468	August 21, 1996	ETIENNE AIGNER and Horseshoe Device
36592	April 24, 1997	Horseshoe Device
39102	August 6, 1997	Horseshoe Device

Puerto Rico

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
24,586	February 24, 1994	Miscellaneous Design
24,587	February 24, 1994	Miscellaneous Design
24,588	February 24, 1994	Miscellaneous Design
24,589	February 24, 1994	Miscellaneous Design
24,590	February 24, 1994	Miscellaneous Design
24,591	February 24, 1994	Miscellaneous Design
24,592	February 24, 1994	ETIENNE AIGNER (Stylized)
24,593	February 24, 1994	ETIENNE AIGNER (Stylized)
24,594	February 24, 1994	ETIENNE AIGNER (Stylized)
24,596	February 24, 1994	ETIENNE AIGNER (Stylized)
35,299	October 7, 1994	ETIENNE AIGNER
35,300	October 7, 1994	ETIENNE AIGNER
35,301	October 7, 1994	ETIENNE AIGNER



35,305	October 7, 1994	ETIENNE AIGNER Plus Design
35,302	October 7, 1994	Miscellaneous Design
35,303	October 7, 1994	ETIENNE AIGNER Plus Design
35,304	October 7, 1994	ETIENNE AIGNER Plus Design

**El Salvador**

<u>Registration No.</u>	<u>Date</u>	<u>Name or Mark</u>
233Book53	May 15, 1997	ETIENNE AIGNER
46Book54	May 19, 1997	ETIENNE AIGNER
204Book53	May 15, 1997	ETIENNE AIGNER and Horseshoe Device
205Book53	May 15, 1997	Horseshoe Device
235Book53	May 15, 1997	QUALITY FOR LIFE

**Uruguay**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
215,318	June 28, 1988	Miscellaneous Design
234,462	November 1, 1990	ETIENNE AIGNER
236,274	April 26, 1991	ETIENNE AIGNER Plus Design

**Venezuela**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
101408-F	January 24, 1983	ETIENNE AIGNER
103999-F	September 21, 1983	ETIENNE AIGNER

**U.S. Virgin Islands**

<u>Registration No.</u>	<u>Date</u>	<u>Mark or Name</u>
6,093	August 21, 1982	Miscellaneous Design
6,094	June 8, 1991	ETIENNE AIGNER
6,095	March 2, 1985	Miscellaneous Design
6,096	June 5, 1982	Miscellaneous Design
6,097	February 23, 1988	Miscellaneous Design

Trademark Applications

United States

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
75/054,298	February 6, 1996	ETIENNE AIGNER TRADITIONS
75/077,169	March 22, 1996	AIGNER
75/080,228	March 28, 1996	ETIENNE AIGNER COUNTRY
75/080,777	March 28, 1996	ETIENNE AIGNER SPORT
75/080,778	March 28, 1996	ETIENNE AIGNER CLASSICS
75/193,010	November 1, 1996	SIGNATURE ETIENNE AIGNER & Horseshoe Device
75/225,570	January 14, 1997	ESENTIALS BY ETIENNE AIGNER (Stylized)
75/299,107	May 28, 1997	ETIENNE AIGNER TRADITIONS
75/312,917	June 23, 1997	HERITAGE BY ETIENNE AIGNER & Device
75/315,725	June 27, 1997	ESENTIALS BY ETIENNE AIGNER (Stylized)
75/315,730	June 27, 1997	HERITAGE BY ETIENNE AIGNER & Device
75/389,280	November 13, 1997	SIGNATURE ETIENNE AIGNER & Device
75/403,359	December 10, 1997	TRY US ON FOR COMFORT STROLLAWAY (Stylized)
74/697,609	July 6, 1995	ETIENNE AIGNER
74/697,610	July 6, 1995	A ETIENNE AIGNER (Stylized) (ETIENNE AIGNER and Horseshoe Device)

75/978,046

July 6, 1995

ETIENNE AIGNER

75/978,047

July 6, 1995

ETIENNE AIGNER and  
Horseshoe Device

Non-U.S. Applications

**Argentina**

Serial No.

Filing Date

Mark or Name

1,919,857

May 12, 1994

ETIENNE AIGNER

1,919,862

December 30, 1994

ETIENNE AIGNER Plus  
Design

**Bahamas**

Serial No.

Filing Date

Name or Mark

16424

April 21, 1994

Horseshoe Device

**Barbados**

Serial No.

Filing Date

Mark or Name

None

January 17, 1995

ETIENNE AIGNER

None

January 17, 1995

ETIENNE AIGNER

None

January 17, 1995

ETIENNE AIGNER

None

January 17, 1995

ETIENNE AIGNER Plus  
Design

None

January 17, 1995

ETIENNE AIGNER Plus  
Design

None

January 17, 1995

ETIENNE AIGNER Plus  
Design

None

January 17, 1995

Miscellaneous Design

None	January 17, 1995	Miscellaneous Design
None	January 17, 1995	Miscellaneous Design

**Brazil**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
815,617,216	July 12, 1990	ETIENNE AIGNER (Stylized)
815,617,224	July 12, 1990	ORIGINAL ETIENNE AIGNER HANDCRAFTED LEATHER Plus Design
817,929,754	August 2, 1994	Miscellaneous Design
817,929,789	August 2, 1994	ETIENNE AIGNER
817,929,797	August 2, 1994	ETIENNE AIGNER Plus Design
820,961,361	August 3, 1998	EASSENTIALS BY ETIENNE AIGNER (Stylized)

**British Virgin Islands**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Name or Mark</u>
1503	January 31, 1995	ETIENNE AIGNER

**Canada**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
752,075	April 15, 1994	Miscellaneous Design
754,785	May 13, 1994	ETIENNE AIGNER Plus Design
791,953	September 8, 1995	Miscellaneous Design
829,633	November 22, 1996	SIGNATURE ETIENNE AIGNER and Horseshoe Device

884,061	July 10, 1998	EASSENTIALS BY ETIENNE AIGNER (Stylized)
884,062	July 10, 1998	HERITAGE BY ETIENNE AIGNER and Device

**Chile**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
273,989	May 12, 1994	ETIENNE AIGNER
273,991	May 12, 1994	ETIENNE AIGNER Plus Design
273,993	May 12, 1994	ETIENNE AIGNER Plus Design
374,889	April 18, 1997	AIGNER

**Colombia**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark of Name</u>
96,012,107	March 12, 1996	ETIENNE AIGNER Plus Design
		ETIENNE AIGNER - dispatched
		ETIENNE AIGNER & Horse Shoe Device - dispatched

**Community Trademark**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
875534	July 15, 1998	EASSENTIALS (Stylized)

**Ecuador**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
65,993	February 21, 1996	Miscellaneous Design
65,995	February 21, 1996	ETIENNE AIGNER Plus Design

**El Salvador**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
653/96	February 12, 1996	ETIENNE AIGNER Plus Design
654/96	February 12, 1996	Miscellaneous Design
974/96	March 5, 1996	QUALITY FOR LIFE

**Ireland**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
2456/97	July 1, 1997	EASSENTIALS (Stylized)

**Mexico**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
195,957	April 12, 1994	ETIENNE AIGNER and Horseshoe Device
195,673	April 7, 1994	ETIENNE AIGNER

195,958	April 12, 1994	ETIENNE AIGNER and Horseshoe Device
225,624	February 27, 1995	Horseshoe Device
267,603	July 8, 1996	QUALITY FOR LIFE
339,118	July 9, 1998	EASSENTIALS BY ETIENNE AIGNER (Stylized)
339,119	July 9, 1998	HERITAGE BY ETIENNE AIGNER & Device
339,125	July 9, 1998	EASSENTIALS BY ETIENNE AIGNER (Stylized)

**Panama**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Name or Mark</u>
85469	January 30, 1997	ETIENNE AIGNER and Horseshoe Device
85470	January 30, 1997	ETIENNE AIGNER and Horseshoe Device

**Spain**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
2175170	July 17, 1998	EASSENTIALS (Stylized)
2175171	July 17, 1998	EASSENTIALS (Stylized)

**Venezuela**

<u>Serial No.</u>	<u>Filing Date</u>	<u>Mark or Name</u>
6305/94	May 17, 1994	ETIENNE AIGNER Plus Design
6306/94	May 17, 1994	ETIENNE AIGNER Plus Design



6307/94	May 17, 1994	ETIENNE AIGNER Plus Design
6308/94	May 17, 1994	Miscellaneous Design
18317/86	December 22, 1986	Miscellaneous Design
18316/86	December 22, 1986	Miscellaneous Design

## Trademark Licenses<sup>1/</sup>

<u>Licensee</u>	<u>Date</u>	<u>Territory</u>	<u>Licensed Product(s)</u>
Wearwolf Group, Ltd.	January 2, 1998	United States and those territories of the United States situated within North America, Central America and South America, including the islands of the Caribbean, Bermuda, Hawaii and Guam	Men's sport coats, suits, dress trousers (excluding walking shorts and casual slacks), tuxedos, raincoats and overcoats
Olivet International, Inc.	February 29, 1996	North America, Central America and South America, including the islands of the Caribbean, Bermuda, Hawaii and Guam	Luggage and Travel Accessories
Olivet International, Inc.	February 29, 1996	North America, Central America and South America, including the islands of the Caribbean, Bermuda, Hawaii and Guam	Cosmetic Bags, Jewelry Rolls, Jewelry Cases and Pouches, Clothes Hangers, Photo Frames and Trinket Boxes
Liberty Optical Manufacturing Company, Inc.	September 29, 1995	United States, its possessions and territories, Canada and South America	Women's and Men's Eyewear (Ophthalmic and Sunwear)

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<sup>1/</sup> All trademark licenses cover use of the ETIENNE AIGNER and Horseshoe Design marks. In addition, all licenses executed on March 8, 1995 or later cover use of the QUALITY FOR LIFE mark.

<u>Licensee</u>	<u>Date</u>	<u>Territory</u>	<u>Licensed Product(s)</u>
WIZ-PARTNERS LLC	September 29, 1997	United States, Canada and its possessions and territories of the United States situated in North America, Central America and South America, including the islands of the Caribbean, Bermuda, Hawaii and Guam	Women's Jewelry
B.M. Mamiye & Company, Inc.	March 29, 1995	United States, its possessions and territories, and Canada	Women's and Men's Umbrellas and related rainwear products
Mallory & Church Corporation	June 1, 1993	United States and Canada	Men's neckwear, pocket squares and scarves
Etienne Aigner AG	January 16, 1990	Duty free shops located in North America, Central America, and South America, including the Islands of the Caribbean, Bermuda, Hawaii and Guam	Men's and Women's Clothing, Accessories and Related Products
Etienne Aigner Cosmetics GmbH (as successor to Elizabeth Arden, Inc.)	November 18, 1988	United States of America, Puerto Rico, Canada, Mexico, Guam and the islands of the Caribbean area	All cosmetic, toiletry and fragrance products
The Van Heusen Company	September 1, 1983	United States and Canada and all other countries in North and South America in which the Licensor has the right to grant a license to use the Licensed Marks	Men's dress shirts, sport shirts, knit shirts and sweaters

<u>Licensee</u>	<u>Date</u>	<u>Territory</u>	<u>Licensed Product(s)</u>
Sharpe International Corporation	July 28, 1997	United States, Canada and those territories and possessions of the United States situated in North America, Central America and South America including the islands of the Caribbean, Bermuda, Hawaii and Guam	Women's and men's watches and writing instruments