

08-03-2000



ET

4-11-00

TO: The Commissioner of Patents and

101421789

original document(s) or copy(ies).

Submission Type

Conveyance Type

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

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
- Merger
- Change of Name

Effective Date  
Month Day Year

04 07 2000

Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date		
Month	Day	Year
02	28	2000

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- 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 is attached.

- Corporation
- Association

Other

Citizenship/State of Incorporation/Organization

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 is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

08/02/2000 DNGUYEN 00000257 75867430

02 FL:481 40.00 OP  
03 FC:482 3675.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:  
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

See Attached

Registration Number(s)

See Attached

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41): \$

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:

#

Authorization to charge additional fees:

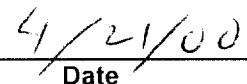
Yes  No

**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.

Christopher J. Goodson, Esq.





Name of Person Signing

Signature

Date

**EXHIBIT A**TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF ERIZON, INC.REGISTERED TRADEMARKS AND SERVICE MARKS OF ERIZON, INC.

MARK	APP. NO.	CLASS	APP. DATE
ERIZON	75-867430	9, 35, 38 and 42	December 9, 1999
KEYSTONE FULFILLMENT	75/528,629	35, 38 and 39	July 31, 1998
KEYSTONE INTERNET SERVICES	75/751,107	35, 38 and 42	July 14, 1999
KEYSTONE INTERNET SERVICES and Design	75/848,891	35, 38 and 42	November 15, 1999

TRADEMARK AND SERVICE MARK APPLICATIONS OF ERIZON, INC.

None

TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF HANOVER BRANDS, INC.REGISTERED TRADEMARKS AND SERVICE MARKS OF HANOVER BRANDS, INC

MARK	REG. NO	CLASS	REG. DATE
COLONIAL GARDEN KITCHENS	968,358	42	September 11, 1973
DOMESTICATIONS	1,384,266	16	February 25, 1986
H.I.M.	1,421,579	16	December 16, 1986
HOME, SAFE HOME.	1,810,230	42	December 7, 1993
THE COMPANY STORE'S WHITE EUROPEAN DOWN	1,770,809	22	May 11, 1993
THE SAFETY ZONE	1,801,200	42	October 26, 1993
THE SAFETY ZONE and Design (in color)	1,636,432	42	February 26, 1991
YOUR SOURCE FOR THE UNIQUE	1,817,228	42	January 18, 1994
AMERICAN VIEW	1,450,915	25	August 4, 1987
AUSTIN KANE (stylized)	1,525,863	25	February 21, 1989
BODY TECH and Design	1,206,768	25 and 42	August 31, 1982

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BRAWN	1,043,613	25	July 13, 1976
CALIFORNIA SPLITS	2,235,630	25	March 30, 1999
DÉCOR IM	2,064,167	16	May 20, 1997
FITNESS LOCKER	1,937,576	16	November 21, 1995
FOREIGN LEGION	1,126,004	25	October 16, 1979
FOREIGN LEGION	1,295,511	3	September 18, 1984
FOREIGN LEGION	1,286,633	42	July 17, 1984
GREAT FINDS	1,968,264	42	April 16, 1996
INTERNATIONAL MALE	1,706,850	25	August 11, 1992
INTERNATIONAL MALE	1,103,620	42	October 3, 1978
INTERNATIONAL MALE, STYLE AS INDIVIDUAL AS YOU	2,159,174	16	May 19, 1998
INTERNATIONAL MALE, STYLE AS INDIVIDUAL AS YOU and Design	2,132,951	42	January 27, 1998
JAI ALAI	1,402,247	25	July 22, 1986
LEANOS	1,227,620	25	February 15, 1983
MEN AMERICA	1,534,391	25	April 11, 1989
MEN AMERICA	1,584,123	42	February 20, 1990
NEW WORLD ORDER	1,857,283	25	October 4, 1994
ONIONSKINS	1,755,458	25	March 2, 1993
ONIONSKINS and Design	1,376,030	25	December 17, 1985
OUTTAKES	2,261,160	16, 35	July 13, 1998
SOCCER and Design	1,291,159	25	August 21, 1984
TACTICS	1,261,013	25	December 13, 1983
UNDERGEAR	1,435,631	25	April 7, 1987
UNDERGEAR	1,571,385	42	December 12, 1989
GUMP'S	1,771,023	4, 6, 14, 16, 20, 21, 24, 25 27, 31, 36, 37, 41, 42	May 18, 1993
GUMP'S (Stylized)	516,417	21	October 18, 1949
GUMP'S	515,064	20	September 13, 1949
GUMP'S (Stylized)	526,051	11	June 6, 1950
GUMP'S (Stylized)	506,525	14	February 8, 1949
GUMP'S (Stylized)	525,197	8	May 16, 1950
GUMP'S (Stylized)	513,332	20	August 9, 1949
GUMP'S	507,389	18	March 8, 1949
GUMP'S (Stylized)	506,994	16	February 22, 1949
GUMP'S (Stylized)	516,418	21	October 18, 1949
GUMP'S	512,182	25	July 12, 1949
GUMP'S (Stylized)	523,729	20, 21	April 11, 1950

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TRADEMARK  
REEL: 002109 FRAME: 0462

GUMP'S GALLERY	1,719,091	42	September 22, 1992
THE RARE, THE UNIQUE, THE IMAGINATIVE	1,913,986	42	August 22, 1995
ADAM YORK	1,892,652	16	May 2, 1995
AMERIDOWN	2,032,691	24	January 21, 1997
AT HOME WITH STYLE AND VALUE	1,874,384	42	January 17, 1995
CLEARANCE WORLD	2,027,155	42	December 31, 1996
CLEARANCEWORLD	2,274,635	35	August 31, 1999
COLONIAL GARDEN KITCHENS	968,358	42	September 11, 1973
COMFORT BY DESIGN	2,300,870	20 and 24	December 14, 1999
COTTON BRILLIANCE	2,047,950	24	March 25, 1997
DOMESTICATIONS	1,384,266	16	February 25, 1986
DOMESTICATIONS	1,857,730	24	October 11, 1994
DOMESTICATIONS	2,285,376	16, 20, 21, 27 and 35	October 12, 1999
ENCHANTMENTS	2,069,412	42	June 10, 1997
EXPERIENCE THE VALUE OF QUALITY	1,928,393	42	October 17, 1995
FASHION FAVORITES	1,969,133	42	April 23, 1996
FASHION GALAXY	1,408,456	16	September 9, 1986
FLAGSTONE	1,962,165	16	March 12, 1996
GERTIE GOOSE	1,991,265	21	August 6, 1996
GRO-MATO	2,037,588	21	February 11, 1997
HALL OF HANOVER	2,009,590	42	October 22, 1996
HANOVER HOUSE	1,431,912	16	March 10, 1987
HANOVER SHOP AT HOME	1,481,983	42	March 22, 1998
H.I.M.	1,421,579	16	December 16, 1986
KITCHEN & HOME and Design	1,926,033	42	October 10, 1995
LAKELAND NURSERIES	1,991,572	42	August 6, 1996
LIMITED QUANTITIES UNLIMITED STYLE	2,279,031	35	September 21, 1999
LOUNGE-A-ROUND	2,272,024	20 and 24	August 24, 1999
MAKING A STATEMENT	1,965,862	42	April 2, 1996
MATURE WISDOM	1,389,046	16	April 8, 1986
MW MATURE WISDOM	1,859,053	42	October 18, 1994
NIGHT 'N DAY INTIMATES	1,417,842	42	November 18, 1986
OLD VILLAGE SHOP	1,407,673	16	September 2, 1986
HORN & HARDART	1,654,581	42	August 20, 1991
ONE 212	1,960,854	25	March 5, 1996
ONE 212	1,962,324	42	March 12, 1996

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TRADEMARK  
REEL: 002109 FRAME: 0463

PLATINUM WHITE GOOSE DOWN	1,751,917	22	February 9, 1993
PREMIERE CHOICE	1,812,567	42	December 21, 1993
SILHOUETTES	1,526,821	16	February 28, 1989
SIMPLY TOPS	1,839,470	25 and 42	June 14, 1994
ST SIMPLY TOPS (Stylized)	2,005,581	42	October 8, 1996
SLEEPY TEES	2,094,622	24	September 9, 1997
STANCE A WHOLE NEW WAY TO LOOK	1,933,293	42	November 7, 1995
STUDIO COLLECTION	2,269,946	20 and 24	August 10, 1999
STYLE BEYOND SIZE	2,226,305	35	February 23, 1999
TAPESTRY	1,394,017	16	May 20, 1986
THE CATALOG THAT BRINGS STYLE HOME	1,910,627	42	August 8, 1995
THE COMPANY STORE	1,263,272	42	January 3, 1984
THE COMPANY STORE	1,284,377	24 and 25	July 3, 1984
THE COMPANY STORE'S WHITE EUROPEAN DOWN	1,770,809	22	May 11, 1993
THE COST OF LIVING GRACIOUSLY	1,951,602	42	January 23, 1996
THERMATILES	2,110,467	11	November 4, 1997
TWEEDS	1,697,698	25 and 42	June 30, 1992
WOMEN GIVING BACK	2,084,136	42	July 29, 1997
YOUR SOURCE FOR THE UNIQUE	1,817,228	42	January 18, 1994
IMPROVEMENTS	1,852,742	42	September 6, 1994
ASCENSIA	1,269,223	24	March 6, 1984
ETHERIA	1,267,157	24	February 14, 1984
Miscellaneous Design (Goose Logo)	1,250,410	24	September 6, 1983
Miscellaneous Design (Goose Logo)	1,752,601	20 and 24	February 16, 1993
QUINTESSA	1,276,167	24	May 1, 1984
SCANDIA DOWN	1,016,939	24	July 29, 1975
SCANDIA DOWN	1,725,746	20 and 24	October 20, 1992
SCANDIA DOWN SHOPS and Design (Goose Logo)	1,299,511	20 and 24	October 9, 1984

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TRADEMARK  
REEL: 002109 FRAME: 0464

TRADEMARK AND SERVICE MARK APPLICATIONS OF HANOVERBRANDS, INC.

MARK	APP. NO.	CLASS	APP. DATE
KEYSTONE FULFILLMENT	75/528,629	35, 38 and 39	July 31, 1998
KIDCALE	75/501,411	24	June 11, 1998
MAXIMUM EXPOSURE	75/764,262	35	July 30, 1999
SHAPE ENHANCER	75/607,820	25	December 18, 1998
GUMP'S BY MAIL INTERIORS, & Design	75/721557	42	June 9, 1999
COMPAGNIE DE LA CHINE	75/713,766	21	May 25, 1999
COMPAGNIE DE LA CHINE and Design	75/757,999	3, 4, 5, 8, 11, 14, 20, 21, 24, 25, 27, 30	July 22, 1999
A PLACE FOR EVERYTHING... AND EVERYTHING IN ITS PLACE!	75/630,138	35	January 28, 1999
AMERICA'S AUTHORITY IN HOME FASHIONS	75/208,182	42	November 21, 1996
CASHMINA	75/767,446	24	August 4, 1999
COMPANY COTTON	75/501,410	24	June 11, 1998
COMPANY KIDS	75/503,072	24 and 27	June 12, 1998
COMPANY TABLE	75/503,396	21 and 24	June 12, 1998
COMPANY TOTS	75/501,408	24	June 11, 1998
CONTOUR	75/524,481	25	July 23, 1998
DESIUS	75/739,566	9, 35 and 42	June 29, 1999
ENCORE	75/758,062	35	July 22, 1999
HANOVER BRANDS	75/749,277	16 and 35	July 13, 1999
HOT SCOOP	75/534,368	8	August 11, 1998
IN GOOD COMPANY	75/610,610	35	December 22, 1998
JOBBERWORLD	75/707,506	35, 36 and 39	May 17, 1999
KIDCALE	75/501,411	24	June 11, 1998
LIFE'S EASIER, NOW THAT CLEANING'S EASIER!	75/629,034	35	January 28, 1999
NETSAVE	75/498,551	35	June 9, 1998
PILLOW MENU	75/758,920	35 and 42	July 23, 1999
PLUSH PERFORMANCE	75/	24 and 25	January 28, 2000
TCS	75/528,265	20 and 24	July 30, 1998
PRODUCTIVITY PILLOW	75/461,968	20	April 3, 1998
SOFTESSENCE	75/406,722	24	December 16, 1997
ST. TROPEZ	75/499,381	24	June 11, 1998
THE SHOPPER'S EDGE	75/474,697	35	April 27, 1998
THE SHOPPING EDGE	75/462,705	42	April 6, 1998

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**TRADEMARK  
REEL: 002109 FRAME: 0465**

THE SOCK	75/507,438	25	June 23, 1998
SCANDIA	75.	20, 24 and 35	January 14, 2000
TURIYA	75/751,412	20, 24 and 27	June 28, 1999

187569.01

**TRADEMARK**  
**REEL: 002109 FRAME: 0466**



**THIRD AMENDMENT  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

THIRD AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT made as of this 28th day of February, 2000, by and among HANOVER DIRECT, INC., a Delaware corporation, SCANDIA DOWN CORPORATION, a Delaware corporation (each individually an "Existing Debtor" and collectively, "Existing Debtors"), HANOVER BRANDS, INC., a Delaware corporation ("Hanover Brands"), ERIZON, INC., a Delaware corporation ("erizon, inc.") and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"). Each Existing Debtor, together with Hanover Brands and erizon, inc., shall hereinafter be referred to individually as a "Debtor" and collectively as "Debtors."

W I T N E S S E T H:

WHEREAS, Existing Debtors and Secured Party entered into the Trademark Collateral Assignment and Security Agreement, dated November 14, 1995, as amended by First Amendment to Trademark Collateral Assignment, dated February 22, 1996, and Second Amendment to Trademark Collateral Assignment and Security Agreement, dated September 30, 1998 (the "Trademark Security Agreement"), pursuant to which Existing Debtors granted to Secured Party a security interest in and to the Collateral (as defined in the Trademark Security Agreement); and

WHEREAS, Secured Party, Debtors and certain affiliated companies are contemporaneously herewith entering into the Fourteenth Amendment to Loan and Security Agreement, dated as of the date hereof (the "Fourteenth Amendment to Loan and Security Agreement"), pursuant to which, among other things, Existing Debtors will assign, transfer or convey certain trademarks and trademark applications to either Hanover Brands and erizon, inc. and each of Hanover Brands and erizon, inc. shall be included as a Guarantor under the Financing Agreements pursuant thereto; and

WHEREAS, in order to induce Secured Party to enter into the Fourteenth Amendment to Loan and Security Agreement, Debtors have agreed to enter into this Amendment;

WHEREAS, Hanover Brands and erizon, inc. have together with certain of their affiliates executed and delivered a Guarantee and Waiver, dated as of the date hereof, in favor of Lender (the "Additional Guarantee");

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtors hereby agree as follows:

1. Grant of Security Interest; Collateral Assignment.

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as defined in the Trademark Security Agreement), each of Hanover Brands and erizon, inc. hereby grants to Secured Party a continuing security interest in and a general lien upon, and hereby assigns and transfers to Secured Party: (a) all of Hanover Brands' and erizon, inc.'s now existing or hereafter acquired right, title, and interest in and to: (i) all of Hanover Brands' and erizon, inc.'s trademarks, trade names, trade styles and service marks; (ii) all prints and labels on which said trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (iii) all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries; and (iv) all similar marks or reissues, extensions and renewals thereof, including, without limitation, those trademarks, terms, designs and applications of each of Hanover Brands and erizon, inc. set forth on Exhibit A annexed hereto and made a part hereof (the "Hanover Brands/erizon Amendment Trademarks"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, all rights to income, royalties, damages, any claims by either of Hanover Brands or erizon, inc. against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Hanover Brands/erizon Collateral").

2. Amendments to Definitions; Exhibits.

(a) The following definitions in the Trademark Security Agreement are hereby amended as follows:

(i) The definition of Debtor and Debtors is hereby amended to include, in addition and not by way of limitation, each of Hanover Brands and erizon, inc., and their respective successors and assigns.

(ii) The definition of Trademarks is hereby amended to include, in addition and not by way of limitation, the Hanover Brands/erizon Amendment Trademarks.

(iii) The definition of Collateral is hereby amended to include, in addition and not by way of limitation, the Hanover Brands/erizon Collateral.

(iv) The definition of Obligations is hereby amended to include, in addition and not by way of limitation, the Obligations of Hanover Brands and erizon, inc. pursuant to the Additional Guarantee executed and delivered by Hanover Brands and erizon, inc. and certain other Guarantors and their Obligations under the Loan Agreement, as amended by the Fourteenth Amendment to Loan and Security Agreement.

(v) The definition of Guarantees is hereby amended to include, in addition and not by way of limitation, the Additional Guarantee.

(vi) Exhibits A and B to the Trademark Security Agreement are hereby amended to include the information on Exhibits A and B hereto.

(b) For purposes of this Amendment, unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement shall have the meaning given to such terms in the Trademark Security Agreement.

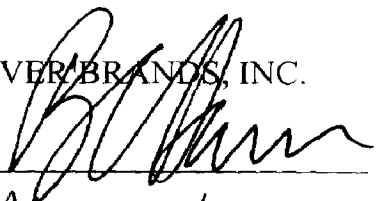
3. Special Powers of Attorney. Each of Hanover Brands and erizon, inc. shall, concurrently with the execution and delivery of this Amendment, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C to the Trademark Security Agreement.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, as amended by the Fourteenth Amendment to Loan and Security Agreement, the term or provision of the Loan Agreement, as amended by the Fourteenth Amendment to Loan and Security Agreement, shall control.

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IN WITNESS WHEREOF, each Debtor and Secured Party have executed this Agreement as of the day and year first above written.

HANOVER BRANDS, INC.

By: 

Title: President

HANOVER DIRECT, INC.

By: 

Title: SVP and CFO

SCANDIA BOWEN CORPORATION

By: 

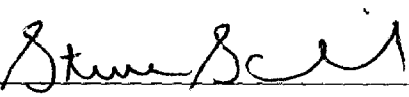
Title: VP

ERIZON, INC.

By: 

Title: President

CONGRESS FINANCIAL  
CORPORATION

By: 

Title: ASST VICE PRESIDENT

STATE OF NY )  
 ) ss.:  
COUNTY OF NY )

On this 10<sup>th</sup> day of March, 2000, before me personally came Brian C. Harris, to me known, who being duly sworn, did depose and say, that he is the resident of HANOVER BRANDS, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Sarah Hewitt  
Notary Public

SARAH HEWITT  
Notary Public, State of New York  
No. 31-4780160  
Qualified in New York County  
Commission Expires ~~April 19, 1999~~

9/4/01

STATE OF NY )  
 ) ss.:  
COUNTY OF NY )

On this 10<sup>th</sup> day of March, 200, before me personally came Brian C. Harris, to me known, who being duly sworn, did depose and say, that he is the SVP & CFO of HANOVER DIRECT, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Sarah Hewitt  
Notary Public

SARAH HEWITT  
Notary Public, State of New York  
No. 31-4780160  
Qualified in New York County  
Commission Expires ~~April 19, 1999~~

9/4/01

STATE OF NY )  
 ) ss.:  
COUNTY OF NY )

On this 10<sup>th</sup> day of March, 2000, before me personally came Brian C. Harris to me known, who being duly sworn, did depose and say, that he is the VP of SCANDIA DOWN CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Sarah Hewitt  
Notary Public

SARAH HEWITT  
Notary Public, State of New York  
No. 31-4780160  
Qualified in New York County  
Commission Expires ~~April 19, 1999~~

9/4/01

STATE OF NY )  
COUNTY OF NY ) ss.:

On this 10<sup>th</sup> day of March, 2000, before me personally came Brian C. Harris, to me known, who being duly sworn, did depose and say, that he is the President of ERIZON, INC., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Sarah Hewitt  
Notary Public

STATE OF NEW YORK )  
COUNTY OF NEW YORK ) ss.:

SARAH HEWITT  
Notary Public, State of New York  
No. 214799100  
Qualified in New York County  
Commission expires April 19, 199

9/4/01

On this 23 day of March, 2000, before me personally came Steven Schuit to me known, who, being duly sworn, did depose and say, that he is the Asst. vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Maria Nunez  
Notary Public

MARIA NUNEZ  
NOTARY PUBLIC, State of New York  
No. 01NU5086952  
Qualified in Queens County  
Cert. Filed in New York County  
Commission Expires Oct. 27, 2001

**EXHIBIT A  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

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REGISTERED TRADEMARKS AND SERVICE MARKS OF ERIZON, INC.

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KEYSTONE INTERNET SERVICES and Design	75/848,891	35, 38 and 42	November 15, 1999

TRADEMARK AND SERVICE MARK APPLICATIONS OF ERIZON, INC.

None

TRADEMARKS, SERVICE MARKS AND APPLICATIONS OF HANOVER BRANDS, INC.

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187569.01

**TRADEMARK  
REEL: 002109 FRAME: 0473**

BRAWN	1,043,613	25	July 13, 1976
CALIFORNIA SPLITS	2,235,630	25	March 30, 1999
DÉCOR IM	2,064,167	16	May 20, 1997
FITNESS LOCKER	1,937,576	16	November 21, 1995
FOREIGN LEGION	1,126,004	25	October 16, 1979
FOREIGN LEGION	1,295,511	3	September 18, 1984
FOREIGN LEGION	1,286,633	42	July 17, 1984
GREAT FINDS	1,968,264	42	April 16, 1996
INTERNATIONAL MALE	1,706,850	25	August 11, 1992
INTERNATIONAL MALE	1,103,620	42	October 3, 1978
INTERNATIONAL MALE, STYLE AS INDIVIDUAL AS YOU	2,159,174	16	May 19, 1998
INTERNATIONAL MALE, STYLE AS INDIVIDUAL AS YOU and Design	2,132,951	42	January 27, 1998
JAI ALAI	1,402,247	25	July 22, 1986
LEANOS	1,227,620	25	February 15, 1983
MEN AMERICA	1,534,391	25	April 11, 1989
MEN AMERICA	1,584,123	42	February 20, 1990
NEW WORLD ORDER	1,857,283	25	October 4, 1994
ONIONSKINS	1,755,458	25	March 2, 1993
ONIONSKINS and Design	1,376,030	25	December 17, 1985
OUTTAKES	2,261,160	16, 35	July 13, 1998
SOCCER and Design	1,291,159	25	August 21, 1984
TACTICS	1,261,013	25	December 13, 1983
UNDERGEAR	1,435,631	25	April 7, 1987
UNDERGEAR	1,571,385	42	December 12, 1989
GUMP'S	1,771,023	4, 6, 14, 16, 20, 21, 24, 25 27, 31, 36, 37, 41, 42	May 18, 1993
GUMP'S (Stylized)	516,417	21	October 18, 1949
GUMP'S	515,064	20	September 13, 1949
GUMP'S (Stylized)	526,051	11	June 6, 1950
GUMP'S (Stylized)	506,525	14	February 8, 1949
GUMP'S (Stylized)	525,197	8	May 16, 1950
GUMP'S (Stylized)	513,332	20	August 9, 1949
GUMP'S	507,389	18	March 8, 1949
GUMP'S (Stylized)	506,994	16	February 22, 1949
GUMP'S (Stylized)	516,418	21	October 18, 1949
GUMP'S	512,182	25	July 12, 1949
GUMP'S (Stylized)	523,729	20, 21	April 11, 1950

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GUMP'S GALLERY	1,719,091	42	September 22, 1992
THE RARE, THE UNIQUE, THE IMAGINATIVE	1,913,986	42	August 22, 1995
ADAM YORK	1,892,652	16	May 2, 1995
AMERIDOWN	2,032,691	24	January 21, 1997
AT HOME WITH STYLE AND VALUE	1,874,384	42	January 17, 1995
CLEARANCE WORLD	2,027,155	42	December 31, 1996
CLEARANCEWORLD	2,274,635	35	August 31, 1999
COLONIAL GARDEN KITCHENS	968,358	42	September 11, 1973
COMFORT BY DESIGN	2,300,870	20 and 24	December 14, 1999
COTTON BRILLIANCE	2,047,950	24	March 25, 1997
DOMESTICATIONS	1,384,266	16	February 25, 1986
DOMESTICATIONS	1,857,730	24	October 11, 1994
DOMESTICATIONS	2,285,376	16, 20, 21, 27 and 35	October 12, 1999
ENCHANTMENTS	2,069,412	42	June 10, 1997
EXPERIENCE THE VALUE OF QUALITY	1,928,393	42	October 17, 1995
FASHION FAVORITES	1,969,133	42	April 23, 1996
FASHION GALAXY	1,408,456	16	September 9, 1986
FLAGSTONE	1,962,165	16	March 12, 1996
GERTIE GOOSE	1,991,265	21	August 6, 1996
GRO-MATO	2,037,588	21	February 11, 1997
HALL OF HANOVER	2,009,590	42	October 22, 1996
HANOVER HOUSE	1,431,912	16	March 10, 1987
HANOVER SHOP AT HOME	1,481,983	42	March 22, 1998
H.I.M.	1,421,579	16	December 16, 1986
KITCHEN & HOME and Design	1,926,033	42	October 10, 1995
LAKELAND NURSERIES	1,991,572	42	August 6, 1996
LIMITED QUANTITIES UNLIMITED STYLE	2,279,031	35	September 21, 1999
LOUNGE-A-ROUND	2,272,024	20 and 24	August 24, 1999
MAKING A STATEMENT	1,965,862	42	April 2, 1996
MATURE WISDOM	1,389,046	16	April 8, 1986
MW MATURE WISDOM	1,859,053	42	October 18, 1994
NIGHT 'N DAY INTIMATES	1,417,842	42	November 18, 1986
OLD VILLAGE SHOP	1,407,673	16	September 2, 1986
HORN & HARDART	1,654,581	42	August 20, 1991
ONE 212	1,960,854	25	March 5, 1996
ONE 212	1,962,324	42	March 12, 1996

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PLATINUM WHITE GOOSE DOWN	1,751,917	22	February 9, 1993
PREMIERE CHOICE	1,812,567	42	December 21, 1993
SILHOUETTES	1,526,821	16	February 28, 1989
SIMPLY TOPS	1,839,470	25 and 42	June 14, 1994
ST SIMPLY TOPS (Stylized)	2,005,581	42	October 8, 1996
SLEEPY TEES	2,094,622	24	September 9, 1997
STANCE A WHOLE NEW WAY TO LOOK	1,933,293	42	November 7, 1995
STUDIO COLLECTION	2,269,946	20 and 24	August 10, 1999
STYLE BEYOND SIZE	2,226,305	35	February 23, 1999
TAPESTRY	1,394,017	16	May 20, 1986
THE CATALOG THAT BRINGS STYLE HOME	1,910,627	42	August 8, 1995
THE COMPANY STORE	1,263,272	42	January 3, 1984
THE COMPANY STORE	1,284,377	24 and 25	July 3, 1984
THE COMPANY STORE'S WHITE EUROPEAN DOWN	1,770,809	22	May 11, 1993
THE COST OF LIVING GRACIOUSLY	1,951,602	42	January 23, 1996
THERMATILES	2,110,467	11	November 4, 1997
TWEEDS	1,697,698	25 and 42	June 30, 1992
WOMEN GIVING BACK	2,084,136	42	July 29, 1997
YOUR SOURCE FOR THE UNIQUE	1,817,228	42	January 18, 1994
IMPROVEMENTS	1,852,742	42	September 6, 1994
ASCENSIA	1,269,223	24	March 6, 1984
ETHERIA	1,267,157	24	February 14, 1984
Miscellaneous Design (Goose Logo)	1,250,410	24	September 6, 1983
Miscellaneous Design (Goose Logo)	1,752,601	20 and 24	February 16, 1993
QUINTESSA	1,276,167	24	May 1, 1984
SCANDIA DOWN	1,016,939	24	July 29, 1975
SCANDIA DOWN	1,725,746	20 and 24	October 20, 1992
SCANDIA DOWN SHOPS and Design (Goose Logo)	1,299,511	20 and 24	October 9, 1984

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TRADEMARK AND SERVICE MARK APPLICATIONS OF HANOVERBRANDS, INC.

MARK	APP. NO.	CLASS	APP. DATE
KEYSTONE FULFILLMENT	75/528,629	35, 38 and 39	July 31, 1998
KIDCALE	75/501,411	24	June 11, 1998
MAXIMUM EXPOSURE	75/764,262	35	July 30, 1999
SHAPE ENHANCER	75/607,820	25	December 18, 1998
GUMP'S BY MAIL INTERIORS, & Design	75/721557	42	June 9, 1999
COMPAGNIE DE LA CHINE	75/713,766	21	May 25, 1999
COMPAGNIE DE LA CHINE and Design	75/757,999	3, 4, 5, 8, 11, 14, 20, 21, 24, 25, 27, 30	July 22, 1999
A PLACE FOR EVERYTHING... AND EVERYTHING IN ITS PLACE!	75/630,138	35	January 28, 1999
AMERICA'S AUTHORITY IN HOME FASHIONS	75/208,182	42	November 21, 1996
CASHMINA	75/767,446	24	August 4, 1999
COMPANY COTTON	75/501,410	24	June 11, 1998
COMPANY KIDS	75/503,072	24 and 27	June 12, 1998
COMPANY TABLE	75/503,396	21 and 24	June 12, 1998
COMPANY TOTS	75/501,408	24	June 11, 1998
CONTOUR	75/524,481	25	July 23, 1998
DESIUS	75/739,566	9, 35 and 42	June 29, 1999
ENCORE	75/758,062	35	July 22, 1999
HANOVER BRANDS	75/749,277	16 and 35	July 13, 1999
HOT SCOOP	75/534,368	8	August 11, 1998
IN GOOD COMPANY	75/610,610	35	December 22, 1998
JOBBERWORLD	75/707,506	35, 36 and 39	May 17, 1999
KIDCALE	75/501,411	24	June 11, 1998
LIFE'S EASIER, NOW THAT CLEANING'S EASIER!	75/629,034	35	January 28, 1999
NETSAVE	75/498,551	35	June 9, 1998
PILLOW MENU	75/758,920	35 and 42	July 23, 1999
PLUSH PERFORMANCE	75/	24 and 25	January 28, 2000
TCS	75/528,265	20 and 24	July 30, 1998
PRODUCTIVITY PILLOW	75/461,968	20	April 3, 1998
SOFTESSENCE	75/406,722	24	December 16, 1997
ST. TROPEZ	75/499,381	24	June 11, 1998
THE SHOPPER'S EDGE	75/474,697	35	April 27, 1998
THE SHOPPING EDGE	75/462,705	42	April 6, 1998

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THE SOCK	75/507,438	25	June 23, 1998
SCANDIA	75.	20, 24 and 35	January 14, 2000
TURIYA	75/751,412	20, 24 and 27	June 28, 1999

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**TRADEMARK**  
**REEL: 002109 FRAME: 0478**

**EXHIBIT B  
TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

LICENSES OF ERIZON, INC.

None

LICENSES OF HANOVER BRANDS, INC.

None

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