

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings



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

11-6-02

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): JANTZEN APPAREL CORP. 11-6-02
Individual(s) Association
General Partnership Limited Partnership
Corporation-State Delaware
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: CONGRESS FINANCIAL CORPORATION (FL), as Agent
Address:
Street Address: 777 Brickell Avenue
City: Miami State: FL Zip: 33131
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State Florida
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 10/1/2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s) SEE ATTACHED EXHIBIT A
B. Trademark Registration No.(s) SEE ATTACHED EXHIBIT A
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Helen M. Linehan
Internal Address:
Otterbourg, Steindler, Houston & Rosen, P.C.
Street Address: 230 Park Avenue
City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 82
7. Total fee (37 CFR 3.41) \$ 2,065.00
Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Helen M. Linehan
Name of Person Signing

Signature: Helen M. Linehan Date: 11/5/02

Total number of pages including cover sheet, attachments, and document: 54

11/06/2002 TDIAZ1 00000156 194450

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:8521 40.00 OP
02 FC:8522 2025.00 OP

EXHIBIT A
TO
TRADEMARK RECORDATION COVER SHEET

Trademark Registration No.

Trademark Application No.

194,450

76-221,382

194,451

75-602,299

213,637

76-221,386

393,555

76-221,383

76-221,385

76-221,384

418,710

421,924

421,925

423,812

515,367

522,178

526,944

526,945

546,967

578,251

598,798

700,515

700,516

701,425

714,792

714,793

722,458

722,931

727,742

Trademark Registration No.

728,338

769,217

809,598

817,840

825,722

825,723

835,992

842,510

842,511

843,257

851,501

872,646

907,238

978,668

1,055,641

1,057,735

1,059,378

1,082,705

1,123,345

1,210,632

1,272,793

1,273,601

1,290,193

1,294,559

1,462,914

1,477,816

1,477,817

Trademark Registration No.

1,710,164

1,795,088

1,823,816

1,823,817

1,829,886

1,834,705

1,879,834

1,915,073

1,930,975

1,980,052

1,997,560

2,014,441

2,047,730

2,064,142

2,065,889

2,072,189

2,144,986

2,197,656

2,255,937

2,269,774

2,272,876

2,321,381

2,403,409

2,404,397

2,476,588

2,541,089

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of October 1, 2002, is by and between JANTZEN APPAREL CORP., a Delaware corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION (FLORIDA), a Florida corporation, in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (each individually, a "Lender" and collectively, "Lenders").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Supreme International, Inc., a Delaware corporation ("Supreme") and Jantzen Inc. ("Jantzen", and together with Supreme, each individually a "Borrower" and collectively, "Borrowers"), Secured Party and Lenders have entered or are about to enter into financing arrangements pursuant to which Secured Party and Lenders may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Secured Party, Lenders, Debtor, Borrowers and certain of their affiliates (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, the Guarantee (as defined below) and this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, Debtor has absolutely and unconditionally guaranteed the payment and performance of all now existing and hereafter arising obligations, liabilities and indebtedness of each Borrower to Secured Party and Lenders as set forth in the Guarantees, dated of even date herewith, by Debtor and certain of its affiliates in favor of Secured Party and Lenders (as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, collectively, the "Guarantees");

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party, for itself and Lenders, certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed 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 country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (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; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or any Lender and/or their respective affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Guarantees, the Loan Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor or any Borrower under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not allowed or allowable in whole or in part in any such case), whether

direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party and Lenders the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto (subject to the security interests referred to below), and has the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications except as otherwise permitted under Section 9.7(b)(vii) of the Loan Agreement. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted in Section 9.8 of the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below or otherwise permitted under the Loan Agreement.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or as permitted in Section 9.7(b)(v), (vi) and (x) and Section 9.8 of the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and as of the date hereof has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto or after the date hereof as may be permitted under the Loan Agreement.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation, at any time an Event of Default exists or has occurred and is continuing, of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall provide Secured Party with a written list of any Trademarks owned or applications for any Trademarks made by Debtor after the date hereof since the last such list provided to Secured Party within forty-five (45) days after the end of each fiscal quarter or otherwise from time to time as Secured Party may reasonably request. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, cancelled, invalidated, unenforceable, avoided, or avoidable, except in accordance with Section 9.7(b)(vii) of the Loan Agreement. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is reasonably necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall provide Secured Party with written notification within forty-five days after the end of each fiscal quarter or otherwise from time to time as Secured Party may reasonably request, if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all reasonable expenditures made by Secured Party or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have, subject to the terms of the Intercreditor Agreement of even date herewith among State Street Bank and Trust Company, the Secured Party and others, the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder or otherwise required by law:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate, provided that such right of Secured Party to grant such license or licenses as to any Trademark may be subject to the terms and conditions of any license agreement then in effect with a third party with respect to such Trademark. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries, except to the extent prohibited under the terms of any license agreement with respect thereto permitted under this Agreement or the Loan Agreement.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof in accordance with applicable law, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency, except as otherwise provided by applicable law.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all reasonable legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Agreements and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of Florida without regard to principles of conflicts of laws, but excluding any rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of Florida.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Circuit Court of Miami-Dade County, Florida and the United States District Court for the Southern District of Florida and waive any objection based on venue or forum non

conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Jantzen Apparel Corp.
3000 NW 107th Avenue
Miami, Florida 33172
Attention: Ms. Rosemary B. Trudeau
Telephone: 305-592-2830
Telecopy: 305-594-2307

with a copy to: Broad and Cassel
201 S. Biscayne Boulevard
Suite 3000
Miami, Florida 33131
Attention: Dale S. Bergman, Esq.
Telephone: 305-373-9400
Telecopy: 305-373-9443

If to Secured Party: Congress Financial Corporation (Florida), as Agent
777 Brickell Avenue
Miami, Florida 33131
Attention: Ms. Kerry Maxwell
Telephone No.: 305-371-6671
Telecopy No.: 305-371-9456

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as

amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein to which Debtor is a party shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

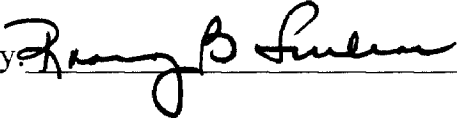
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement (i) may be executed in separate counterparts, each of which taken together shall constitute one and the same instrument and (ii) may be executed and delivered by telecopier with the same force and effect as if it were as a manually executed and delivered counterpart.

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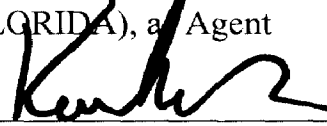
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

JANTZEN APPAREL CORP.

By: 

Title: Treasurer

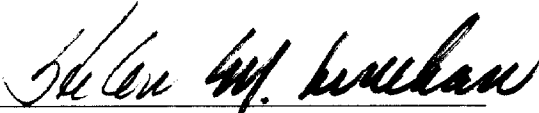
CONGRESS FINANCIAL CORPORATION
(FLORIDA), a Agent

By: 

Title: Executive Vice-President

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


On the 30th day of September, 2002, before me personally came Rosemary B. Trudeau, to me known, who being by me duly sworn, did depose, acknowledge and say that she is the Treasurer of JANTZEN APPAREL CORP., the corporation which executed the foregoing instrument and that she signed her name thereto by order of the board of directors of such corporation.


Notary Public

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

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2002 *6*

On this 30th day of September, 2002, before me personally came Kenneth Sands, to me known, who, being duly sworn, did depose and say, that he is the Executive Vice-President of CONGRESS FINANCIAL CORPORATION (FLORIDA), 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.


Notary Public

HELEN M. LINEHAN
Notary Public, State of New York
No. 01LI6047897
Qualified in New York County
Commission Expires Sept. 18, 2002 *6*

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

See Attached

SCHEDULE OF JANTZEN U.S. TRADEMARKS AND TRADEMARK APPLICATIONS

	MARK	GRANTOR	APPLICATION NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
1	Current	JAC	76-221,382			Mar. 7, 2001
2	Aquasculpting	JAC	75-602,299			Dec. 9, 1998
3	Tursio (Dolphin, Porpoise)	JAC	76-221,386			Mar. 7, 2001
4	Fluento	JAC	76-221,383			Mar. 7, 2001
5	Storm	JAC	76-221,385			Mar. 7, 2001
6	Natrix (Water Snake, Snake that Lives in Water)	JAC	76-221,384			Mar. 7, 2001
7	Diving Girl (Stylized Letters)	JAC	71-203,129	194,450	Jan. 27, 1925	Sept. 27, 1924
8	Red Diving Girl (Stylized Letters)	JAC	71-203,130	194,451	Jan. 27, 1925	Sept. 27, 1924
9	Jantzen (and Design)	JAC	71-225,959	213,637	June 1, 1926	Jan. 15, 1926
10	Verelama Revere (and Design)	JAC	71-447,574	393,555	Feb. 17, 1942	Oct. 6, 1941
11	Jantzen (Stylized Letters)	JAC	71-481,184	418,710	Jan. 8, 1946	Mar. 22, 1945
12	Jantzen (Stylized Letters)	JAC	71-493,490	421,924	June 18, 1946	Dec. 18, 1945
13	Jantzen (and Design)	JAC	71-493,492	421,925	June 18, 1946	Dec. 18, 1945
14	(Design only) Diving Girl	JAC	71-493,491	423,812	Sept. 10, 1946	Dec. 18, 1945
15	Jantzen (Stylized Letters)	JAC	71-548,083	515,367	Sept. 20, 1949	Jan. 27, 1948
16	(Design only) Diving Girl	JAC	71-548,082	522,178	Mar. 14, 1950	Jan. 27, 1948
17	(Design only) Diving Girl	JAC	71-573,128	526,944	June 27, 1950	Feb. 1, 1949

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	MARK	GRANTOR	APPLICATION NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
18	Jantzen (and Design)	JAC	71-573,129	526,945	June 27, 1950	Feb. 1, 1949
19	Jandals (Stylized Letters)	JAC	71-602,200	546,967	Aug. 21, 1951	Aug. 15, 1950
20	Zip-Fit (Stylized Letters)	JAC	71-629,897	578,251	Aug. 4, 1953	May 19, 1952
21	Jandoliers (Stylized Letters)	JAC	71-655,987	598,798	Nov. 30, 1954	Nov. 6, 1953
22	(Design only) Diving Girl	JAC	72-055,146	700,515	July 5, 1960	July 11, 1958
23	Jantzen (Stylized Letters)	JAC	72-055,147	700,516	July 5, 1960	July 11, 1958
24	(Design only) Ellipse with Basketball	JAC	72-07h0,082	701,425	July 19, 1960	Mar. 23, 1959
25	Jantzen (Stylized Letters)	JAC	72-101,785	714,792	May 2, 1961	Aug. 1, 1960
26	(Design only) Diving Girl	JAC	72-101,786	714,793	May 2, 1961	Aug. 1, 1960
27	(Design only) Diving Girl	JAC	72-110,856	722,458	Oct. 10, 1961	Dec. 27, 1960
28	Jantzen (Stylized Letters)	JAC	72-110,857	722,931	Oct. 24, 1961	Dec. 27, 1960
29	Just Wear a Smile and a Jantzen	JAC	72-102,243	727,742	Feb. 20, 1962	Aug. 8, 1960
30	Lamberra	JAC	72-116,837	728,338	Mar. 6, 1962	Mar. 30, 1961
31	Revere	JAC	72-176,574	769,217	May 5, 1964	Sept. 9, 1963
32	Curvallure	JAC	72-225,872	809,598	June 7, 1966	Aug. 17, 1965
33	International Sports Club	JAC	72-231,686	817,840	Nov. 1, 1966	Oct. 27, 1965
34	Jantzen	JAC	72-239,150	825,722	Mar. 14, 1967	Feb. 18, 1966
35	(Design only) Diving Girl	JAC	72-239,151	825,723	Mar. 14, 1967	Feb. 18, 1966
36	Smile Girl	JAC	72-256,743	835,992	Sept. 26, 1967	Oct. 19, 1966

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	MARK	GRANTOR	APPLICATION NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
37	Liquid Fit	JAC	72-275,419	842,510	Jan. 16, 1968	July 6, 1967
38	Jantzen	JAC	72-276,073	842,511	Jan. 16, 1968	July 17, 1967
39	Smilewear	JAC	72-277,839	843,257	Jan. 30, 1968	Aug. 8, 1967
40	(Design only) Diving Girl	JAC	72-276,072	851,501	June 25, 1968	July 17, 1967
41	(Design only) Diving Girl in Crest	JAC	72-313,304	872,646	July 8, 1969	Nov. 29, 1968
42	Center Court	JAC	72-366,253	907,238	Feb. 2, 1971	July 27, 1970
43	Center Court (and Design)	JAC	72-449,291	978,668	Feb. 12, 1974	Feb. 20, 1973
44	Scotch Tumbler	JAC	73-082,537	1,055,641	Jan. 4, 1977	April 2, 1976
45	North Country	JAC	73-082,536	1,057,735	Feb. 1, 1977	April 2, 1976
46	3 Under	JAC	73-082,535	1,059,378	Feb. 15, 1977	April 2, 1976
47	Dunker	JAC	73-125,058	1,082,705	Jan. 17, 1978	May 2, 1977
48	J (Stylized Letters)	JAC	73-170,267	1,123,345	July 31, 1979	May 15, 1978
49	Janfit	JAC	73-320,244	1,210,632	Sept. 28, 1982	July 23, 1981
50	Prospun (and Design)	JAC	73-355,474	1,272,793	April 3, 1984	Mar. 19, 1982
51	Natural Touch (and Design)	JAC	73-329,927	1,273,601	April 10, 1984	Sept. 28, 1981
52	Southpoint (Stylized Letters)	JAC	73-422,143	1,290,193	Aug. 14, 1984	April 18, 1983
53	Iredell County	JAC	73-432,710	1,294,559	Sept. 11, 1984	June 29, 1983
54	Zuma Beach (and Design)	JAC	73-639,386	1,462,914	Oct. 27, 1987	Jan. 12, 1987
55	Sandy Cove	JAC	73-666,211	1,477,816	Feb. 23, 1988	June 12, 1987
56	Sandy Bay	JAC	73-666,212	1,477,817	Feb. 23, 1988	June 12, 1987

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	MARK	GRANTOR	APPLICATION NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION (FILED) DATE
57	Clean Water	JAC	74-228,757	1,710,164	Aug. 25, 1992	Dec. 9, 1991
58	Jantzen (and Design)	JAC	74-333,194	1,795,088	Sept. 28, 1993	Nov. 20, 1992
59	The Total Sweater	JAC	74-334,357	1,823,816	Feb. 22, 1994	Nov. 24, 1992
60	Lucky Links	JAC	74-334,358	1,823,817	Feb. 22, 1994	Nov. 24, 1992
61	PDX	JAC	74-322,381	1,829,886	April 5, 1994	Oct. 14, 1992
62	Natural Essentials	JAC	74-326,182	1,834,705	May 3, 1994	Oct. 27, 1992
63	PDX Sportswear	JAC	74-457,674	1,879,834	Feb. 21, 1995	Nov. 12, 1993
64	Jantzen Clean Water Est. 1910 (and Design)	JAC	74-551,004	1,915,073	Aug. 29, 1995	July 19, 1994
65	Body Art	JAC	74-532,256	1,930,975	Oct. 31, 1995	June 1, 1994
66	Flannel Ease	JAC	74-491,370	1,980,052	June 11, 1996	Feb. 16, 1994
67	Zuma Beach	JAC	74-596,522	1,997,560	Aug. 27, 1996	Nov. 8, 1994
68	Seeing is Believing	JAC	74-636,763	2,014,441	Nov. 5, 1996	Feb. 21, 1995
69	Keep Our Beaches Beautiful	JAC	75-093,514	2,047,730	Mar. 25, 1997	April 26, 1996
70	Trim Swim	JAC	75-067,725	2,064,142	May 20, 1997	Mar. 5, 1996
71	Jantzen	JAC	75-022,473	2,065,889	May 27, 1997	Nov. 20, 1995
72	Jantzen	JAC	74-581,324	2,072,189	June 17, 1997	Oct. 3, 1994
73	Make Your Own Beach	JAC	74-707,261	2,144,986	Mar. 17, 1998	July 28, 1995
74	Jantzen	JAC	75-317,817	2,197,656	Oct. 20, 1998	July 1, 1997
75	Jantzen JS Signature (and Design)	JAC	75-299,905	2,255,937	June 22, 1999	May 28, 1997

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	MARK	GRANTOR	APPLICATION NO.	REGISTRATION NO.	REGISTRATION DATE	APPLICATION [FILED] DATE
76	Uptake	JAC	75-383,393	2,269,774	Aug. 10, 1999	Nov. 3, 1997
77	Teraz	JAC	75-329,267	2,272,876	Aug. 24, 1999	July 23, 1997
78	Jantzen (and Design)	JAC	75-639,781	2,321,381	Feb. 22, 2000	Feb. 9, 1999
79	Jantzen (and Design)	JAC	75-642,280	2,403,409	Nov. 14, 2000	Feb. 17, 1999
80	Remora	JAC	75-889,502	2,404,397	Nov. 14, 2000	Jan. 6, 2000
81	Natator (Swimmer)	JAC	75-833,800	2,476,588	Aug. 7, 2001	Oct. 28, 1999
82	+ Guard (and Design)	JAC	75-731,528	2,541,089	Feb. 19, 2002	June 17, 1999

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SCHEDULE OF JANTZEN INTERNATIONAL TRADEMARKS AND TRADEMARK APPLICATIONS

ITEM	MARK	GRANTOR	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER
1.	Jantzen	JAC	ALGERIA	950478	048982
2.	Diving Girl (Left-Up)	JAC	ALGERIA	950477	048981
3.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	ANDORRA	4911	3267
4.	Jantzen	JAC	AOIP	88458	39113
5.	Diving Girl Design (Slant Right)	JAC	AOIP		9966
6.	Jean Jantzen	JAC	ARGENTINA		1.184.323
7.	Jantzen (Label)	JAC	ARGENTINA		1.640.458
8.	Jantzen Jazz	JAC	ARGENTINA		1.124.231
9.	Jean Jantzen	JAC	ARGENTINA		1184324
10.	Diving Girl Design (Left)	JAC	ARGENTINA		1.640.461
11.	Jantzen	JAC	ARGENTINA	2.155.913	1.796.183
12.	Jean Jantzen (Signature)	JAC	ARGENTINA		1.750.066
13.	Jantzen	JAC	ARGENTINA		1.640.459
14.	Diving Girl Design (Slanted Left)	JAC	ARGENTINA	2.155.915	1.753.533
15.	Diving Girl Design (Slanted Left)	JAC	ARGENTINA	2.155.914	1.753.534
16.	Jantzen International Sports Club	JAC	ARGENTINA	2.148.665	1.744.925

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ITEM	MARK	GRANTOR	COUNTRY	APPLICANT'S ADDRESS	REGISTRATION NUMBER
17.	Jantzen	JAC	ARUBA	42943	11777
18.	Diving Girl Design (Left)	JAC	ARUBA	42944	11778
19.	Diving Girl Design (Left)	JAC	AUSTRALIA	645026	645026
20.	Jantzen	JAC	AUSTRALIA	645025	645025
21.	Diving Girl Design (Right)	JAC	AUSTRALIA	90018	90018
22.	Old Diving Girl Design (Left)	JAC	AUSTRALIA	62691	62691
23.	Just Wear a Smile and a Jantzen	JAC	AUSTRALIA	155960	155960
24.	Jantzen (Stylized) and Diving Girl (Bottom-Right)	JAC	AUSTRALIA	90017	90017
25.	Jantzen (Fanciful Script) and Old Diving Girl Design	JAC	AUSTRALIA	62690	62690
26.	Jantzen	JAC	AUSTRALIA	90016	90016
27.	J Stylized	JAC	AUSTRALIA	318294	318294
28.	Diving Girl Design (Slant Right)	JAC	AUSTRIA		44475
29.	Jantzen (Stylized)	JAC	AUSTRIA		44502
30.	Diving Girl (Bottom-Right)	JAC	AZERBAIJAN	1779	970670

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ITEM	MARK	GRANTOR	COUNTRY	REGISTRATION	CLASSIFICATION
31.	Jantzen	JAC	AZERBAIJAN	1778	970620
32.	Jantzen	JAC	BAHAMAS		3451
33.	Diving Girl Design (Slant Right)	JAC	BAHAMAS		3450
34.	Diving Girl Design (Slant Right)	JAC	BAHRAIN		TM 2537
35.	Jantzen (Stylized)	JAC	BAHRAIN		442
36.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	BANGLADESH	39398	39398
37.	Jantzen (Stylized) and Diving Girl (Old Design)	JAC	BARBADOS		380
38.	Jantzen	JAC	BELARUS	3075	3075
39.	Diving Girl (Bottom-Right)	JAC	BELARUS	3051	3051
40.	Jantzen	JAC	BELIZE		1700
41.	Diving Girl Design (Slant Right)	JAC	BELIZE		1701
42.	Diving Girl Design (Right)	JAC	BENELUX	520,452	22502
43.	Jantzen (Stylized Block) and Diving Girl Design	JAC	BENELUX	520449	22499

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ITEM	MARK	GRANTOR	COUNTRY	REGISTRATION
44.	Jantzen (Fanciful Script) and Old Diving Girl Design	JAC	BENELUX	520450 22500
45.	Jantzen (Stylized)	JAC	BENELUX	520451 22501
46.	Jantzen	JAC	BERMUDA	4615
47.	Diving Girl Design (Slant Right)	JAC	BERMUDA	4614
48.	Jantzen	JAC	BOLIVIA	50252-A
49.	Diving Girl (Bottom-Left)	JAC	BOLIVIA	31085-C 50227-A
50.	Diving Girl Design (Slant Right)	JAC	BOPH	89/1016
51.	Jantzen	JAC	BOPH	58/1459
52.	Diving Girl Design (Right)	JAC	BOSNIA	BAZR06533A BAZR96533
53.	Jantzen	JAC	BOSNIA	BAZR96532A BAZR96532
54.	Jantzen (Stylized) and Diving Girl (Bottom-Left)	JAC	BOTSWANA	1013
55.	Diving Girl design (Left)	JAC	BRAZIL	002185997
56.	Jantzen	JAC	BRAZIL	006880371
57.	Jantzen International Sports Club	JAC	BRAZIL	811136450

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ITEM	MARK	GRANTOR	COUNTRY	
58.	Diving Girl and Globe in Crest Device	JAC	BRAZIL	006087434
59.	Jantzen (Stylized Print)	JAC	BRUNEI DARUSSALAM	17,135
60.	Diving Girl Design (Left)	JAC	BRUNEI DARUSSALAM	17,136
61.	Jantzen (Stylized Print)	JAC	BULGARIA	14369
62.	Diving Girl Design (Left)	JAC	BULGARIA	14368
63.	Jantzen	JAC	CAMBODIA	10908
64.	Diving Girl Design (Slant Right)	JAC	CAMBODIA	10907
65.	Jantzen (Stylized Block) and Diving Girl Design	JAC	CANADA	178,531
66.	Jantzen Signature & Design	JAC	CANADA	555,979
67.	Jantzen (Stylized) and Diving Girl (Old Design)	JAC	CANADA	UCA 25,583
68.	J Stylized	JAC	CANADA	254,794
69.	Zuma Beach	JAC	CANADA	336,872
70.	Diving Girl Design (Left)	JAC	CANADA	135,263
71.	Southpoint	JAC	CANADA	335,607
72.	Purr-Blend	JAC	CANADA	127,777
73.	Jantzen	JAC	CANADA	142,256

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ITEM	MARK	GRANTOR	COUNTRY	CLASS
74.	Jantzen	JAC	CANADA	UCA 25,582
75.	Electric Beach	JAC	CANADA	376,275
76.	Pacific Rigging	JAC	CANADA	339,354
77.	Jantzen (Fanciful Script) and Old Diving Girl Design	JAC	CAYMAN ISLANDS	460451
78.	Electric Beach by Jantzen	JAC	CHILE	482.357
79.	Diving Girl Design (Left)	JAC	CHILE	265.603
80.	Jantzen (Stylized)	JAC	CHILE	265.602
81.	Jantzen	JAC	CHINA	
82.	Jantzen (Stylized Print)	JAC	CHINA	900896
83.	Jantzen (Stylized Print)	JAC	CHINA	608697
84.	Diving Girl Design (Right)	JAC	CHINA	900895
85.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	CHINA	900894
86.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	CHINA	212815
87.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	CHINA	212816
88.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	CHINA	584223
89.	Jantzen (Stylized Script)	JAC	COLUMBIA	37574

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ITEM	MARK	GRANTOR			
90.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	COLUMBIA	413574	
91.	Diving Girl Design (Left)	JAC	COLUMBIA		37575
92.	Electric Beach Stylized and Design	JAC	COLUMBIA	413572	197248
93.	Jantzen (Stylized)	JAC	COSTA RICA		14489/12053
94.	Diving Girl Design (Left)	JAC	COSTA RICA		14488/12054
95.	Diving Girl Design (Slant Right)	JAC	CROATIA	381-04/93-010988	Z930551
96.	Jantzen	JAC	CROATIA	381-04/93-011486	Z930814
97.	Jantzen (Stylized) and Diving Girl (Bottom-Right)	JAC	CUBA		115037
98.	Diving Girl Design (Right)	JAC	CYPRUS		7191
99.	Jantzen	JAC	CYPRUS	7173	7173
100.	Jantzen (Stylized)	JAC	CZECH REPUBLIC	23397	154777
101.	Diving Girl Design (Slant Right)	JAC	CZECH REPUBLIC	23396	154565
102.	Jantzen (Stylized)	JAC	DENMARK		1689/1953
103.	J Stylized	JAC	DENMARK	1875/1983	4218/1983
104.	Diving Girl Design (Left)	JAC	DENMARK		1688/1953

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ITEM	MARK	GRANTOR	COUNTRY	
105.	Diving Girl Design (Left)	JAC	DOMINICAN REPUBLIC	8195
106.	Jantzen (Stylized)	JAC	DOMINICAN REPUBLIC	8196
107.	Diving Girl Design (Left)	JAC	ECUADOR	921/88
108.	Jantzen (Stylized)	JAC	ECUADOR	976/88
109.	Jantzen (Stylized)	JAC	EGYPT	30807
110.	Diving Girl Design (Left)	JAC	EGYPT	30808
111.	Jantzen (Stylized Block) and Diving Girl Design	JAC	EL SALVADOR	184/83/379
112.	Jantzen (Stylized) and Diving Girl (Old Design)	JAC	EL SALVADOR	14064/162/113
113.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	EM (CTM)	211680
114.	Jantzen	JAC	ESTONIA	93-9027
115.	Diving Girl (Bottom-Right)	JAC	ESTONIA	9309029
116.	Diving Girl Design (Left)	JAC	FIJI	28698
117.	Jantzen (Stylized Script)	JAC	FIJI	28697
118.	Diving Girl and Glove in Crest Device	JAC	FINLAND	62370
119.	Diving Girl Design (Left)	JAC	FINLAND	49484
120.	Jantzen	JAC	FINLAND	52339

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ITEM	MARK	GRANTOR	COUNTRY	REGISTRATION NUMBER	REGISTRATION DATE
121.	Jantzen (Stylized)	JAC	FRANCE	898621	1,487,675
122.	Diving Girl Design (Right)	JAC	FRANCE	179217	1,676,677
123.	Diving Girl Design (Slanted Left)	JAC	FRANCE	175272	1,566,105
124.	J Stylized	JAC	FRANCE	665559	1,236,874
125.	Via (Stylized letters)	JAC	FRANCE	642711	1215550
126.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	GAMBIA	681/83	5725
127.	Jantzen	JAC	GENE		
128.	Diving Girl (Bottom-Right)	JAC	GEORGIA	011762/03	11707
129.	Jantzen	JAC	GEORGIA	011761/03	11706
130.	Diving Girl Design (Left)	JAC	GERMANY	DDW42177	632993
131.	Jantzen	JAC	GERMANY	DDW 42178	632994
132.	Jantzen Old Diving Girl (Right)	JAC	GERMANY	W 14353/3WZ	606552
133.	Jantzen (Stylized)	JAC	GERMANY	W 14352/3WZ	606551
134.	Jantzen	JAC	GERMANY	J 1505/3WZ	679210
135.	Diving Girl Design (Left)	JAC	GERMANY	J 17948/25WZ	1055703
136.	J Stylized	JAC	GERMANY	J 18275/25WZ	1131124

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ITEM	MARK	GRANTOR	COUNTRY	REGISTRATION
137.	Jantzen (Fanciful Script) and Old Diving Girl Design	JAC	GILBRALTAR	1220
138.	Diving Girl Design (Left)	JAC	GREAT BRITAIN	2000667
139.	Jantzen (Stylized)	JAC	GREAT BRITAIN	514810
140.	Diving Girl Design (Right)	JAC	GREAT BRITAIN	831184
141.	Jantzen (Stylized Block) and Diving Girl (Slant-Right)	JAC	GREAT BRITAIN	611706
142.	Diving Girl Design (Right)	JAC	GREAT BRITAIN	656313
143.	Jantzen (Stylized Print) and Diving Girl (Overlapping Right)	JAC	GREAT BRITAIN	1201095
144.	Jantzen (Stylized Block) and Diving Girl Design (Slant-R)	JAC	GREAT BRITAIN	607205
145.	Jantzen	JAC	GREAT BRITAIN	831183
146.	J Stylized	JAC	GREAT BRITAIN	1194094
147.	Jantzen	JAC	GREAT BRITAIN	2000665
148.	Jantzen (Stylized) and Diving Girl (Bottom-Left)	JAC	GREAT BRITAIN	460451

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ITEM	MARK	GRANTOR			
149.	Jantzen (Stylized)	JAC	GREAT BRITAIN	656314	656314
150.	Jantzen	JAC	GREECE	26327	26327
151.	J Stylized	JAC	GREECE	74571	74571
152.	Diving Girl Design (Right)	JAC	GREECE	26328	26328
153.	Jantzen (Stylized) and Diving Girl (Bottom-Left)	JAC	GRENADA		34/1953
154.	Jantzen (Stylized)	JAC	GUATEMALA		8450
155.	Diving Girl Design (Right)	JAC	GUATEMALA		8449
156.	Diving Girl Design (Right)	JAC	GUER		831184
157.	Jantzen (Stylized)	JAC	GUER		514810
158.	Diving Girl Design (Right)	JAC	GUIR		248
159.	Diving Girl Design (Right)	JAC	GUIR		175/4/G
160.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	GUYANA		11,928A
161.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	HAITI	722-P	27/110
162.	Jantzen (Stylized)	JAC	HONDURAS		14534

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ITEM	MARK	GRANTOR	COUNTRY	REGISTRATION	CLASSIFICATION
163.	Diving Girl Design (Slant Right)	JAC	HONDURAS		14.533
164.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	HONG KONG		5288/1992
165.	J Stylized	JAC	HONG KONG	6747/89	1473/1992
166.	Jantzen in Chinese Characters	JAC	HONG KONG	Sept. 22, 1992	
167.	Diving Girl Design (Right)	JAC	HONG KONG	94/03090	8458/95
168.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	HONG KONG	94/03089	B8384/97
169.	Jantzen (Stylized Script)	JAC	HONG KONG		89/1959
170.	Jantzen	JAC	HONG KONG	94/03091	B8385/97
171.	Diving Girl Design (Slant Right)	JAC	HONG KONG		90/1959
172.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	HUNGARY	M8300879	123961
173.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	ICELAND		127/1984
174.	Diving Girl Design (Slanted Left)	JAC	INDONESIA	D96-16122	392282
175.	Jantzen	JAC	INDONESIA	D96-15852	
176.	Jantzen	JAC	INDONESIA	22219	350826

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ITEM	MARK	GRANTOR			
177.	Diving Girl Design (Left)	JAC	INDONESIA	22220	354131
178.	Jantzen	JAC	IRAN		54198
179.	Diving Girl Design (Left Shaded)	JAC	IRAN		54860
180.	Jantzen (Stylized)	JAC	IRELAND		47463
181.	Old Diving Girl (Right)	JAC	IRELAND		47462
182.	Jantzen (Stylized)	JAC	ISRAEL		1321
183.	Diving Girl Design (Left)	JAC	ISRAEL	13122	13122
184.	Old Diving Girl (Right)	JAC	ITALY	5318 96 RM	759712
185.	Jantzen (Stylized)	JAC	ITALY	3311 97 RM	782962
186.	Jantzen	JAC	ITALY	5317 96 RM	759711
187.	J Stylized	JAC	ITALY	1885483	418298
188.	Jantzen Old Diving Girl (Right)	JAC	ITALY	2069 99 RM	373377
189.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	ITALY	381 93 RM	659,325
190.	Jantzen Old Diving Girl (Right)	JAC	ITALY	3312 97 RM	782963
191.	Jantzen (Stylized) and Diving Girl (Bottom-Right)	JAC	JAMAICA		2119
192.	International Sports Club	JAC	JAPAN	S52-073653	1,463,451

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ITEM	MARK	GRANTOR	COUNTRY	REGISTRATION NO.	CLASSIFICATION
193.	Jantzen	JAC	JAPAN	S55-093668	2410732
194.	J Stylized	JAC	JAPAN	S56-105608	1752256
195.	Diving Girl Design (Left)	JAC	JAPAN	S56-105610	1748156
196.	J Stylized	JAC	JAPAN	S52-023076	1911980
197.	Diving Girl Design (Left)	JAC	JAPAN	S56-105611	1705966
198.	J Stylized	JAC	JAPAN	S56-105607	1705965
199.	J Stylized	JAC	JAPAN	S56-105606	1715845
200.	Sun Loving (Stylized)	JAC	JAPAN	S47-007294	1127343
201.	Diving Girl and Globe in Crest Design	JAC	JAPAN	S37-026583	639066
202.	J Stylized	JAC	JAPAN	23077/77	1558165
203.	J Device	JAC	JAPAN	H08-111200	4,117,250
204.	Jantzen in Katakana	JAC	JAPAN	S36-027322	616284
205.	J (Stylized) International Sports Club Jantzen	JAC	JAPAN	H10-012442	4500174
206.	The Country Squire & Design	JAC	JAPAN	S45-053857	967346
207.	Diving Girl (Block Letters)	JAC	JAPAN	S55-093669	1620463
208.	Jantzen (Stylized)	JAC	JAPAN	S24-001504	399512
209.	Jantzen Clean Water & Diving Girl Design	JAC	JAPAN	H10-021562	4287427

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ITEM	MARK	GRANTOR	COUNTRY	APPLICATION	REGISTRATION
210.	Diving Girl (Bottom-Left)	JAC	JAPAN	S24-001505	413615
211.	Emblem (Shield\\Wreath)	JAC	JAPAN	S47-007292	1318097
212.	Jantzen (Stylized Print)	JAC	JAPAN	S56-105609	1734187
213.	Emblem (Shield\\Wreath)	JAC	JAPAN	S47-007293	1098357
214.	Emblem Design	JAC	JAPAN	S37-026582	639065
215.	Jantzen (Stylized Block) and Katakana	JAC	JAPAN	S52-090771	1411118
216.	Nantucket Whale Design	JAC	JAPAN	S56-073130	1823518
217.	Jantzen (Stylized Block) and Diving Girl Design	JAC	JAPAN	S44-037030	909083
218.	Diving Girl Design (Left)	JAC	JAPAN	S56-105612	1740639
219.	Diving Girl Design (Right)	JAC	JERS		2396
220.	Jantzen	JAC	JERS		1058
221.	Diving Girl Design (Left)	JAC	JORDAN	2895	2895
222.	Jantzen	JAC	JORDAN	2896	2896
223.	Diving Girl (Bottom-Right)	JAC	KAZAKHSTAN	3494	1989
224.	Jantzen	JAC	KAZAKHSTAN	3493	1988
225.	Jantzen	JAC	KENYA		10312
226.	Diving Girl Design (Left)	JAC	KENYA		10313

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ITEM	MARK	GRANTOR	COUNTRY	REGISTRATION	CLASSIFICATION
227.	Jantzen Diving Girl Design (Slant Right)	JAC	KIRIBATI	1380	1380
228.	Jantzen	JAC	KIRIBATI	1379	1379
229.	Jantzen (Block)	JAC	KOREA	44523/94	340,143
230.	Diving Girl Design (Slanted Left)	JAC	KOREA	44524/94	340,144
231.	Jantzen	JAC	KOREA		5992
232.	Diving Girl Design (Left)	JAC	KOREA		5993
233.	Jantzen (Stylized Print) and Diving Girl (Overlapping Right)	JAC	KOREA	32397/1990	234669
234.	Diving Girl Design (Left)	JAC	KUWAIT	40972	
235.	Jantzen	JAC	KUWAIT	40971	
236.	Diving Girl (Bottom-Right)	JAC	KYRGYZ REPUBLIC	363	265
237.	Jantzen	JAC	KYRGYZ REPUBLIC	362	264
238.	Jantzen	JAC	LAO PEOPLE'S DEMOCRATIC REPUBLIC	6332	6279
239.	Diving Girl Design (Slant Right)	JAC	LAO PEOPLE'S DEMOCRATIC REPUBLIC	6333	6280
240.	Jantzen	JAP	LATVIA	M-93-4890	M 16 055

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ITEM	MARK	GRANTOR	COUNTRY	REGISTRATION NO.	CLASSIFICATION
241.	Diving Girl (Bottom-Right)	JAP	LATVIA	M-93-4889	M16225
242.	Jantzen (Stylized Script)	JAC	LEBANON		77951
243.	Diving Girl Design (Left)	JAC	LEBANON		77952
244.	Diving Girl Design (Left)	JAP	LIBERIA		00113/99
245.	Jantzen (Stylized)	JAP	LIBERIA		00103/99
246.	Jantzen (Stylized Script) and Diving Girl (Bottom-Right)	JAC	LIECHTENSTEIN		758
247.	Jantzen	JAP	LITHUANIA	RL 10086	12175
248.	Diving Girl (Bottom-Right)	JAP	LITHUANIA	RL 10087	12176
249.	Jantzen	JAC	MACAO		992-M
250.	Diving Girl Design (Left)	JAC	MACAO	4/92	7730-M
251.	Diving Girl Design (Slant Right)	JAC	MACEDONIA	PZ-590/93	03948
252.	Jantzen	JAC	MACEDONIA	PZ-589/93	03947
253.	Jantzen	JAC	MADAGASCAR		MV563
254.	Diving Girl Design (Right)	JAC	MADAGASCAR		MV557
255.	Jantzen (Stylized)	JAC	MALAWI		1896/58
256.	Diving Girl Design (Right)	JAC	MALAWI		1897/58

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ITEM	MARK	GRANTOR	COUNTRY	REGISTRATION
257.	Jantzen (Stylized) and Diving Girl (Bottom-Left)	JAC	MALAYSIA	M/21807
258.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	MALAYSIA	89/02389
259.	Diving Girl Design (Left)	JAC	MALAYSIA	94/11294
260.	Jantzen	JAC	MALAYSIA	94/11293
261.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	MALDIVES	Caut. Notice
262.	Diving Girl Design (Left)	JAC	MALTA	2496
263.	Jantzen (Stylized Block) and Diving Girl Design	JAC	MALTA	9987
264.	Jantzen (Stylized)	JAC	MEXICO	46295
265.	Zuma Beach by Jantzen	JAC	MEXICO	279923
266.	Electric Beach by Jantzen	JAC	MEXICO	194549
267.	Jantzen	JAC	MEXICO	269252
268.	Diving Girl Design (Left)	JAC	MEXICO	46296
269.	Jantzen	JAP	MOLDOVA	004462
270.	Diving Girl (Bottom-Right)	JAC	MOLDOVA	004463
271.	Jantzen (Stylized Script)	JAP	MONACO	R97.18418
272.	Diving Girl Design (Left)	JAP	MONACO	R97.18419

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ITEM	MARK	GRANTOR			
273.	J Stylized	JAC	MONGOLIA		
274.	Jantzen & Diving Girl Design	JAC	MONGOLIA		
275.	Diving Girl Design	JAC	MONGOLIA		
276.	Jantzen (Block Letters)	JAC	MONGOLIA	3337	3150
277.	Diving Girl Design (Right)	JAP	MOROCCO		29872
278.	Jantzen	JAP	MOROCCO		29871
279.	Jantzen & Diving Girl Design	JAP	MOROCCO	74.419	74.419
280.	Diving Girl Design (Left)	JAC	MYANMAR		1160/1964
281.	Jantzen	JAC	MYANMAR		1159/1964
282.	Diving Girl Design (Left-Inverted)	JAC	NAMIBIA		50/2156
283.	Jantzen (Stylized)	JAC	NAMIBIA		2157/50
284.	Diving Girl Design (Left)	JAC	NETHERLAND ANTILLES		5570
285.	Jantzen	JAC	NETHERLAND ANTILLES		5569
286.	Janskin	JAC	NEW ZEALAND		B120901
287.	Jantzen	JAC	NEW ZEALAND	212116	212116
288.	Jantzen	JAC	NEW ZEALAND	44407	44407

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ITEM	MARK	GRANTOR			
289.	Jantzen	JAC	NEW ZEALAND		B32426
290.	Old Diving Girl (Right)	JAC	NEW ZEALAND	44409	44409
291.	Electric Beach Stylized and Design	JAC	NEW ZEALAND	215117	215117
292.	Diving Girl Design (Left)	JAC	NICARAGUA		7152
293.	Jantzen	JAC	NICARAGUA		7153
294.	Jantzen (Stylized) and Diving Girl (Bottom-Right)	JAC	NIGERIA		7610
295.	Jantzen (Stylized)	JAC	NORWAY		43636
296.	J Stylized	JAC	NORWAY		118.339
297.	Diving Girl Design (Left)	JAC	NORWAY		43907
298.	Diving Girl Design (Left)	JAC	OMAN	15455	
299.	Jantzen	JAC	OMAN	15454	
300.	Diving Girl Design (Left)	JAC	PAKISTAN		4959
301.	Jantzen (Stylized)	JAC	PAKISTAN		4958
302.	Diving Girl Design (Right)	JAC	PANAMA		3899
303.	Jantzen	JAC	PANAMA		3898
304.	Jantzen (Stylized Print) and Diving Girl (Overlapping Right)	JAC	PAPUA NEW GUINEA		A2277R

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ITEM	MARK	GRANTOR	COUNTRY	CLASSIFICATION
305.	Jantzen	JAC	PARAGUAY	202868
306.	Diving Girl Design (Left)	JAC	PARAGUAY	207307
307.	Jantzen	JAC	PARAGUAY	219484
308.	Diving Girl Design (Left)	JAC	PERU	22638
309.	Jantzen (Stylized)	JAC	PERU	22637
310.	J Stylized	JAC	PERU	53146
311.	Jantzen	JAC	PHILIPPINES	102244
312.	Diving Girl Design (Slant Right)	JAC	PHILIPPINES	102245
313.	Jantzen	JAC	PHILIPPINES	107775
314.	Diving Girl Design (Right)	JAC	PHILIPPINES	121011
315.	Jantzen (Stylized Print)	JAC	POLAND	Z-109497
316.	Jantzen (Stylized)	JAC	POLAND	42536
317.	Diving Girl Design (Right)	JAC	POLAND	42537
318.	Diving Girl Design (Slanted Left)	JAC	POLAND	Z109496
319.	Diving Girl Design (Left)	JAC	POLAND	202391
320.	J Stylized	JAC	PORTUGAL	262733
321.	Jantzen (Stylized Block) and Diving Girl Design	JAC	PORTUGAL	165093

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ITEM	MARK	GRANTOR	COUNTRY	CLASSIFICATION	REGISTRATION
322.	Jantzen	JAC	PORTUGAL	203962	203962
323.	Jantzen (Stylized Script)	JAC	PUER		11702
324.	Diving Girl Design (Left)	JAC	PUER		11701
325.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	ROMANIA		12984
326.	Jantzen	JAC	RUSSIAN FEDERATION		29987
327.	Diving Girl Design (Bottom)	JAC	RUSSIAN FEDERATION		29988
328.	Jantzen (Stylized) and Diving Girl (Bottom-Right)	JAC	SABA		S/5548
329.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	SAINT KITTS AND NEVIS		3096
330.	Diving Girl Design (Slant Right)	JAC	SAINT LUCIA		33/66
331.	Jantzen	JAC	SAINT LUCIA		34/66
332.	Jantzen	JAC	SARA		SAR/6315
333.	Diving Girl Design (Left)	JAC	SARA		SAR/6314
334.	Jantzen	JAC	SAUDI ARABIA		158/19
335.	Jantzen (Print) and Girl Design Left	JAC	SEYCHELLES		751
336.	Diving Girl Design (Left)	JAC	SEYCHELLES		777

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ITEM	MARK	GRANTOR	COUNTRY	REGISTRATION
337.	Jantzen	JAC	SEYCHELLES	776
338.	Jantzen (Stylized) and Diving Girl (Bottom-Right)	JAC	SIERRA LEONE	3810
339.	Diving Girl Design (Left)	JAC	SINGAPORE	9731/94
340.	Jantzen	JAC	SINGAPORE	27574
341.	Diving Girl Design (Slant Right)	JAC	SINGAPORE	27573
342.	Jantzen	JAC	SINGAPORE	9730/94
343.	Jantzen (Stylized)	JAC	SLOVAKIA	154777
344.	Diving Girl Design (Slant Right)	JAC	SLOVAKIA	154565
345.	Jantzen	JAC	SLOVENIA	Z-6080313
346.	Diving Girl Design (Left)	JAC	SLOVENIA	Z-6080314
347.	Diving Girl Design (Right)	JAC	SOLOMON ISLANDS	1692
348.	Jantzen	JAC	SOLOMON ISLANDS	1691
349.	J Stylized	JAC	SPAIN	1,039,607
350.	Jantzen (Stylized)	JAC	SPAIN	271,743
351.	Diving Girl Design (Left)	JAC	SPAIN	430,729
352.	Diving Girl and Globe in Crest Device	JAC	SPAIN	375,543

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ITEM	MARK	GRANTOR	COUNTRY	CLASSIFICATION
353.	Diving Girl Design (Right)	JAC	SPAIN	271,744
354.	Jantzen	JAC	SPAIN	430,728
355.	Jantzen (Stylized Print) and Diving Girl (Top)	JAP	SRI LANKA	46225
356.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	SUDAN	20217
357.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	SURINAME	11269
358.	J Stylized	JAC	SWEDEN	8302358
359.	Diving Girl Design (Right)	JAC	SWEDEN	69336
360.	Jantzen (Fanciful Script) and Old Diving Girl Design	JAC	SWEDEN	31608
361.	Jantzen	JAC	SWEDEN	121706
362.	Jantzen (Stylized Block) and Diving Girl Design	JAC	SWEDEN	167072
363.	Diving Girl Design (Right)	JAC	SWITZERLAND	135542
364.	J Stylized	JAC	SWITZERLAND	325,169
365.	Jantzen (Stylized)	JAC	SWITZERLAND	385,621

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ITEM	MARK	GRANTOR	COUNTRY	APPLICATION NUMBER	REGISTRATION NUMBER
366.	Diving Girl Design (Right)	JAC	SWITZERLAND		385,620
367.	Jantzen (Stylized)	JAC	SYRIA		7723
368.	Jantzen and Diving Girl Device	JAC	SYRIA		
369.	Diving Girl Design (Left)	JAC	SYRIA		7724
370.	Jantzen	JAC	TAIWAN	80050132	590387
371.	J (Stylized) International Sports Club Jantzen	JAC	TAIWAN	87005831	888313
372.	Jantzen (Stylized Script)	JAC	TAIWAN		9477
373.	Jantzen	JAC	TAIWAN	83068674	698713
374.	Jantzen In Chinese Characters Pronounced Tien-Jen	JAC	TAIWAN		513181
375.	Diving Girl Design (Left)	JAC	TAIWAN	83068673	698712
376.	Jantzen Clean Water & Diving Girl Device	JAC	TAIWAN	87010612	870358
377.	Jantzen in Chinese Characters Pronounced Zan Chen	JAC	TAIWAN		53874
378.	Diving Girl Design (Slant Right)	JAC	TAIWAN		9476

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ITEM	MARK	GRANTOR	COUNTRY	
379.	Diving Girl and Globe in Crest Device	JAC	TAIWAN	54234
380.	Jantzen (Stylized Print) and Diving Girl (Top)	JAC	TAIWAN	590391
381.	J (Stylized) International Sports Club Jantzen	JAC	TAIWAN	846126
382.	Diving Girl (Bottom-Right)	JAC	TAJIKISTAN	1900
383.	Jantzen	JAC	TAJIKISTAN	1901
384.	Jantzen	JAC	TANG	5862
385.	Diving Girl Design (Left)	JAC	TANG	5863
386.	Jantzen	JAC	TCYP	359
387.	Jantzen	JAC	TCYP	361
388.	Diving Girl Design (Right)	JAC	TCYP	360
389.	Diving Girl Design (Right)	JAC	THAILAND	KOR7211
390.	Jantzen (Stylized Print) and Diving Girl (Overlapping Right)	JAC	THAILAND	KOR56804
391.	Jantzen (Stylized Print) and Diving Girl (Overlapping Right)	JAC	THAILAND	KOR24157

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ITEM	MARK	GRANTOR	COUNTRY		
392.	Jantzen	JAC	THAILAND		KOR7210
393.	Diving Girl Design (Slant Right)	JAC	TRAN	89/1015	89/1015
394.	Jantzen	JAC	TRAN		58/1349
395.	Diving Girl Design (Left)	JAC	TRINIDAD AND TOBAGO		4728
396.	Jantzen	JAC	TRINIDAD AND TOBAGO		4727
397.	Diving Girl Design (Left)	JAC	TUNISIA		EE95.0555
398.	Jantzen	JAC	TUNISIA		EE95.0556
399.	Diving Girl Design (Left)	JAC	TURKEY		102599
400.	Jantzen	JAC	TURKEY		102415
401.	Diving Girl Design (Bottom)	JAC	TURKMENISTAN	1(3661)	3460
402.	Jantzen	JAC	TURKMENISTAN	1(3660)	3459
403.	Jantzen	JAC	TUVALU		818
404.	Diving Girl Design (Slant Right)	JAC	TUVALU		819
405.	Diving Girl Design (Left)	JAC	UNITED ARAB EMIRATES	22264	
406.	Jantzen	JAC	UNITED ARAB EMIRATES	22263	22052

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EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LICENSES

See Attached

Number	Grantor	Licensor	Licensee	Title	Date
1	JAC	JAC	Hampshire Designers, Inc.	License Agreement	January, 1, 2000 (as amended)
2	JAC	JAC	Vision Products, Inc.	License Agreement	November 1, 1997
3	JAC	JAC	Vision Products, Inc.	License Agreement	November 1, 1997
4	JAC	JAC	Blush Apparel & Accessories Pte., Ltd.	License Agreement	January 1, 2000
5	JAC	JAC	Central Garment Factory Co. Ltd.	License Agreement	January 1, 1998 (as amended)
6	JAC	JAC	Coleman Swim Ltd.	License Agreement	September 1, 1998 (as amended)
7	JAC	JAC	Guardianes de la Bahia S.A. de C. V.	License Agreement	January 1, 2001
8	JAC	JAC	Solosol S.A. de C. V.	License Agreement	January 1, 2001
9	JAC	JAC	Kosugi Sangyo Co. Ltd.	License Agreement	February 1, 2000 (as amended)
10	JAC	JAC	Kosugi Sangyo Co. Ltd.	License Agreement	February 1, 2000 (as amended)
11	JAC	JAC	Seekers Australia Pty. Ltd.	License Agreement	January 1, 2002

MPDOC01/18270

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SIC=Supreme International Corp

JAC=Jantzen Apparel Corp.

(*): These license agreements are included in this schedule to the extent the agreements have been extended or renewed beyond the stated expiration date.

Number	Grantor	Licensor	Licensee	Title	Date
12	JAC	JAC	Valsole, Sp.A.	License Agreement	January 1, 1999
13	JAC	VF Canada, Inc.	Steele Imports, Inc.	License Agreement	January 1, 1998
14	JAC	JAC	Jantzen Inc.	Buyer License Agreement	March 22, 2002

MPDOC01/18270

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JAC=Jantzen Apparel Corp.

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that JANTZEN APPAREL CORP. ("Debtor"), having an office at 3000 NW 107th Avenue, Miami, Florida 33172, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION (FLORIDA), as Agent ("Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: October __, 2002

JANTZEN APPAREL CORP.

By: _____

Title: _____

