# Electronic Version v1.1 Stylesheet Version v1.1

 SUBMISSION TYPE:
 NEW ASSIGNMENT

 NATURE OF CONVEYANCE:
 SECURITY INTEREST

# **CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
MMI-IPCO, LLC		103/13/2007	LIMITED LIABILITY COMPANY: DELAWARE

# **RECEIVING PARTY DATA**

Name:	PIPEVINE MMI FUNDING, LLC
Street Address:	2929 Arch Street
Internal Address:	Cira Center
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19104
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

# PROPERTY NUMBERS Total: 89

Property Type	Number	Word Mark
Registration Number:	2875240	HEAT
Registration Number:	2834960	POLARTEC HEAT HEAT WARMTH ON DEMAND
Registration Number:	2805301	POLARTEC HEAT HEAT WARMTH ON DEMAND
Registration Number:	2760641	AIRCORE
Registration Number:	2690707	AIRCORE
Registration Number:	2629230	POWER SHIELD
Registration Number:	1605633	POLARTUFF
Registration Number:	1412401	SPORTFLEECE
Registration Number:	2567829	MALDEN MILLS GENUINE ORIGINAL POLARFLEECE
Registration Number:	2352623	AIR CORE TECHNOLOGY
Registration Number:	2840085	AIRCORE TECHNOLOGY
Registration Number:	2443460	AQUA SHELL
Registration Number:	2093302	BELIEVE IN WHAT YOU WEAR

TRADEMARK
REEL: 003519 FRAME: 0375

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Registration Number:	2019688	BIPOLAR TECHNOLOGY	
Registration Number:	2033125	BODY CLIMATE	
Registration Number:	2054817	BOUNDARY	
Registration Number:	2095343	ELEMENT CONTROL	
Registration Number:	2354088	DYNAMIC CONTROL TECHNOLOGY	
Registration Number:	1439216	FEMINIQUE	
Registration Number:	2362708	FLASHBACK	
Registration Number:	1838709	MALDEN MILLS	
Registration Number:	2063455	MALDEN MILLS POLARFLEECE GENUINE ARTICLE	
Registration Number:	1101535	MALDEN	
Registration Number:	2214596		
Registration Number:	1101536	M MALDEN	
Registration Number:	2206228	POLAR BABIES	
Registration Number:	2018325	POLAR EXTREME	
Registration Number:	1489404	POLARCAP	
Registration Number:	2043717	POLARFLEECE	
Registration Number:	2039153	POLAR FORCE	
Registration Number:	2102281	POLARFUR	
Registration Number:	2368329	POLARKIDS	
Registration Number:	1125603	POLAR PAIRS	
Registration Number:	1241219	POLARPILE	
Registration Number:	1440011	POLARPLUS	
Registration Number:	1461958	POLARPLUSH	
Registration Number:	1460960	POLARPRO	
Registration Number:	1686482	POLARQUEST	
Registration Number:	1014728	POLAR SPORT	
Registration Number:	2011177	POLAR SPORT	
Registration Number:	2011018	POLARSTRETCH	
Registration Number:	1585741	POLARSYSTEM	
Registration Number:	1865829	POLARTEC	
Registration Number:	2055241	POLARTEC	
Registration Number:	1687907	POLARTEC	
Registration Number:	2056033	POLARTEC	
Registration Number:	2443469	POLARTEC HEAT	
Registration Number:	2046104	POLARTEC PRO	

Registration Number:	2460383	POLARTEC WIND PRO
Registration Number:	2355135	POLARTEX
Registration Number:	2016064	POLAR 10
Registration Number:	1455383	POLARTWEED
Registration Number:	1489403	POLARWASH
Registration Number:	2368328	POLAR WEAR
Registration Number:	1890580	POLAR ZONE
Registration Number:	2112494	POWER DRY
Registration Number:	1937228	POWER STRETCH
Registration Number:	2486100	POWER STRETCH-RX
Registration Number:	2375752	POLAR TOUCH
Registration Number:	1573455	SHERPATEK
Registration Number:	1208496	SNUGGLE BUNNY
Registration Number:	2413228	THERMAL PRO
Registration Number:	1742322	WINDBLOC
Registration Number:	2390060	WINDBLOC-ACT
Registration Number:	2462680	WIND PRO
Registration Number:	1869644	POLARTEC THE CLIMATE CONTROL FABRIC
Registration Number:	2982559	POLARTEC THERMAL-FR
Registration Number:	2922564	POLARTEC AIRCORE
Registration Number:	1590953	NORTEK
Registration Number:	2842427	HARDFACE
Serial Number:	78504453	POLARTEC FORWARD FABRIC
Serial Number:	78504323	POLARTEC FORWARD FABRIC
Serial Number:	78517594	POLARTEC BODY MAPPING
Serial Number:	78517588	POLARTEC BODY MAPPING
Serial Number:	78642857	THE COLDEST TOWN
Serial Number:	78642858	THE COLDEST TOWN
Serial Number:	77015071	POLARTEC ECOENGINEERING
Serial Number:	77015082	POLARTEC ECOENGINEERING
Serial Number:	77015058	ECOENGINEERING BY POLARTEC
Serial Number:	77015050	ECOENGINEERING BY POLARTEC
Serial Number:	77017854	POLARTEC POWER SHIELD 02
Serial Number:	77017855	POLARTEC POWER SHIELD 02
Serial Number:	77066490	E POLARTEC ECO-ENGINEERING

Serial Number:	78675917	PASSAGE BY POLARTEC
Serial Number:	78675932	PASSAGE BY POLARTEC
Serial Number:	78781734	POLAR SPORT
Serial Number:	78781717	POLAR SPORT
Registration Number:	1297628	POLARFLEECE
Registration Number:	2409428	BUNNY BELLY

# **CORRESPONDENCE DATA**

Fax Number: (215)979-1020

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 215-979-1255

Email: swapicelli@duanemorris.com

Correspondent Name: Samuel W. Apicelli
Address Line 1: 30 S. 17th Street
Address Line 2: Duane Morris LLP

Address Line 4: Philadelphia, PENNSYLVANIA 19103-4196

ATTORNEY DOCKET NUMBER:	U1729-00003
NAME OF SUBMITTER:	Samuel W. Apicelli
Signature:	/samuel w. apicelli/
Date:	04/10/2007

#### Total Attachments: 56

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# TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Agreement"), dated March <u>13</u>, 2007, is by and between MMI-IPCO, LLC, a Delaware limited liability company ("Debtor") and Pipevine MMI Funding, LLC, a Delaware limited liability company, "Secured Party").

#### WITNESSETH:

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; and

WHEREAS, Debtor and Secured Party have entered into or are about to enter into financing arrangements pursuant to which Secured Party shall make a loan and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated of even date herewith, by and between Debtor and Secured Party (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, 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");

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

WHEREAS, unless otherwise defined herein, capitalized terms used herein and not defined herein shall have the meaning given to such terms in the Loan Agreement.

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, Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and a collateral 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, Province or Territory thereof, any political subdivision thereof or in any other country, including, without limitation, the

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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, logos 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, recordings and labels on which such trademarks, trade names, trade styles, logos 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 present and future license and distribution agreements (subject to the rights of the licensors therein) pertaining to the Trademarks, (d) 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; (e) the right to sue or bring other rights of action for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) 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.

# 3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party 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, and the right and power to grant the security interest and collateral 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. 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, and (ii) the licenses permitted under Section 3(f) below.
- (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 in 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 acknowledges that value has been given and agrees that the security interests granted will attach when the Debtor signs this Agreement and the Debtor has any rights in the Collateral.
- (e) 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 collateral 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, provincial, territorial or government office.
- (f) 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, Province or Territory thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.
- (g) 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 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.
- (h) 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 collateral 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 added to and become a part of the Obligations, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Debtor to Secured Party set forth in the Loan Agreement and shall be part of the Obligations secured hereby.
- Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office, or any similar office or agency in the United States, any State, Province or Territory thereof, any political subdivision thereof or in any other country, unless Debtor has given Secured Party prompt written notice of such action. 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, Province or Territory 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, Province or Territory thereof, 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 assignments, agreements, instruments, documents and

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such other papers as may be requested by Secured Party to evidence the security interest in and collateral assignment of such Trademark in favor of Secured Party.

- (j) 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, invalidated, illegal, unenforceable, avoided, or avoidable. 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, illegal, avoided, or avoidable.
- (k) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal, provincial, territorial or state court, or any similar office or agency in the United States, any State, Province or Territory 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.
- (I) 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 creation, validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. There has been no judgment holding any of the Trademarks invalid or unenforceable, in whole or part nor is the legality, validity or enforceability of any of the Trademarks presently being questioned in any litigation or proceeding to which Debtor is a party. Debtor shall promptly notify Secured Party 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 sole 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.
- (m) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including professionals and attorneys' fees and legal expenses or an attorney and his own client basis) 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.
- (n) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and collateral assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' and professionals' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable

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to the indebtedness of Debtor to Secured Party 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. <u>RIGHTS AND REMEDIES</u>

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 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:

- (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. 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.
- (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 ten (10) 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, 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.
- (d) Secured Party may appoint or reappoint by instrument in writing, any person or persons, whether an officer or officers or any employee or employees of Secured Party or not, to be a receiver or receivers (hereinafter called a "Receiver", which term when used herein shall include a receiver and/or manager) of any Collateral of Debtor (including any interest, income or profits therefrom) and may remove any Receiver so appointed and appoint another in his/her stead. Any such Receiver shall, so far as concerns responsibility for his/her acts, be deemed the agent of the Debtor and not Secured Party, and Secured Party shall not be in any way responsible for any misconduct, negligence or non-feasance on the part of any such Receiver, his/her servants, agents or employees. Subject to the provisions of the instrument appointing him/her,

any such Receiver shall have power to take possession of the Collateral, to preserve the Collateral or its value, to carry on or concur in carrying on all or any part of the business of the Debtor and to sell, lease, license or otherwise dispose of or concur in selling, leasing, licensing or otherwise disposing of the Collateral. To facilitate the foregoing powers, any such Receiver may, to the exclusion of all others, including the Debtor, enter upon, use and occupy all premises owned or occupied by the applicable Debtor wherein the Collateral may be situate, maintain Collateral upon such premises, borrow money on a secured or unsecured basis and use the Collateral directly in carrying on the Debtor's business or as security for loans or advances to enable the Receiver to carry on Debtor's business or otherwise, as such Receiver shall, in its discretion, determine. Except as may be otherwise directed by the Secured Party, all money received from time to time by such Receiver in carrying out his/her appointment shall be received in trust for and paid over to the Secured Party. Every such Receiver may, in the discretion of the Secured Party, be vested with all or any of the rights and powers of the Secured Party. The Secured Party, may, either directly or through its agents or nominees, exercise any or all powers and rights given to a Receiver by virtue of the foregoing provisions of this paragraph.

- (e) 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(g) 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' and professionals' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.
- (f) 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, attorneys' and professionals' fees and all 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 indebtedness of Debtor to Secured Party set forth in the Loan Agreement.
- (g) 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.
- (h) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's 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.

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# 6. MISCELLANEOUS

- (a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made if done in accordance with the provisions of the Loan Agreement.
- (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 and Secured Party 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 the provisions 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 or unlimited 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 shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.
- (d) If any provision of this Agreement is held to be illegal, invalid or unenforceable, such illegality, 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 illegal, 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 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 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 would otherwise have on any future occasion, whether similar in kind or otherwise.
- (f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other means of electronic transmission shall have the same force and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other means of electronic transmission shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

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of the day and year first above written.	
	MMI-IPCO, LLC, as Debtor
	Ву:
	Title: Authorized Representative
	Pipevine MMI Funding, LLC, as Secured Party
	By:
	Title: Authorize Sym
STATE OF PENNSYLVANIA )	
STATE OF <u>PENNSYLVANIA</u> ) ss.: COUNTY OF <u>DELAWARE</u> )	
me known, who being duly sworn, did depo	^
·	Christine M Jones
	COMMONWEALTH OF PENNSYLVANIA Notary Public Notarial Seal
STATE OF PENNSYLVANIA )	Christine M. Jones, Notary Public Eddystone Twp., Delawarc County My Commission Expires Feb. 23, 2008
STATE OF <u>PENNSYLVANIA</u> ) ss.: COUNTY OF <u>DELAWARE</u> )	Member, Pennsylvania Association Of Notaries
On this day of March, 2007, be me known, who, being duly sworn, did depo	efore me personally came Roumond C. French, to ose and say, that he/she is the Authorized Signer of described in and which executed the foregoing ame thereto by order of the of said
•	Christine M Jones
	Notary Public
	COMMONWEALTH OF PENNSYLVANIA

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as

DM3\481669.2

TRADEMARK
REEL: 003519 FRAME: 0387

Notarial Seal Christine M. Jones, Notary Public Eddystone Twp., Delaward County My Commission Expires Feb. 23, 2008

Member, Pennsylvania Association Of Notaries

# EXHIBIT A TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

# LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTRATION NO.	SERIAL NO.	MARK
2,875,240	76279258	HEAT and Design
2,834,960	76280653	POLARTEC HEAT HEAT WARMTH ON DEMAND and Design
2,805,301	76193573	POLARTEC HEAT HEAT WARMTH ON DEMAND and Design
2,760,641	76112593	AIRCORE
2,690,707	76409691	AIRCORE
2,629,230	76204749	POWER SHIELD
1,605,633	73807163	POLARTUFF
1,412,401	73588398	SPORTFLEECE
2,567,829	75635227	MALDEN MILLS GENUINE ORIGINAL POLARFLEECE
2,352,623	75497137	AIR CORE TECHNOLOGY
2,840,085	78173637	AIRCORE TECHNOLOGY
2,443,460	75766024	AQUA SHELL
2,093,302	75202330	BELIEVE IN WHAT YOU WEAR
2,019,688	74586872	BIPOLAR TECHNOLOGY
2,033,125	75022703	BODY CLIMATE
	78865546	BODY CLIMATE
2,054,817	75079312	BOUNDARY
2,409,428	75659429	BUNNY BELLY
2,095,343	75207493	ELEMENT CONTROL

REGISTRATION NO.	SERIAL NO.	MARK
2,354,088	75499918	DYNAMIC CONTROL TECHNOLOGY
1,439,216	73603749	FEMINIQUE
2,362,708	75366175	FLASHBACK
1,838,709	74418262	MALDEN MILLS
2,063,455	75136404	MALDEN MILLS GENUINE ARTICLE POLARFLEECE AND DESIGN
1,101,535	73145338	MALDEN
2,214,596	75394708	LOGO (TRIANGLE)
1,101,536	73145339	M MALDEN
2,206,228	75303678	POLAR BABIES
2,018,325	74640861	POLAR EXTREME
1,489,404	73688522	POLARCAP
1,297,628	73331420	POLARFLEECE
2,043,717	75099687	POLARFLEECE
2,039,153	75105534	POLAR FORCE
2,102,281	75105535	POLARFUR
2,368,329	75713093	POLARKIDS
1,125,603	73176733	POLAR PAIRS
1,241,219	73370904	POLARPILE
1,440,011	73588240	POLARPLUS
1,461,958	73608031	POLARPLUSH
1,460,960	73607896	POLARPRO
1,686,482	74169087	POLARQUEST

REGISTRATION NO.	SERIAL NO.	MARK
1,014,728	73004281	POLAR SPORT
	78781734	POLAR SPORT
2,011,177	74690324	POLAR SPORT
	78781717	POLAR SPORT
2,011,018	74629744	POLARSTRETCH
1,585,741	73805321	POLARSYSTEM
1,865,829	74430437	POLARTEC
2,055,241	75112700	POLARTEC
1,687,907	74165641	POLARTEC & Design
2,056,033	74662880	POLARTEC & Design
2,443,469	75776140	POLARTEC HEAT
2,046,104	75105536	POLARTEC PRO
2,460,383	75792850	POLARTEC WIND PRO
2,355,135	75723942	POLARTEX
2,016,064	74520788	POLAR 10
1,455,383	73607829	POLARTWEED
1,489,403	73688521	POLARWASH
2,368,328	75713092	POLAR WEAR
1,890,580	74391494	POLAR ZONE
2,112,494	75234326	POWER DRY
1,937,228	74610454	POWER STRETCH
2,486,100	75852336	POWER STRETCH-RX
2,375,752	75415143	POLAR TOUCH

REGISTRATION NO.	SERIAL NO.	MARK
1,573,455	73801209	SHERPATEK
1,208,496	73322304	SNUGGLE BUNNY
2,413,228	75776139	THERMAL PRO
1,742,322	74205694	WINDBLOC
2,390,060	75867003	WINDBLOC-ACT
2,462,680	75792864	WIND PRO
1,869,644	74448104	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)
2,982,559	76417997	POLARTEC THERMAL-FR
2,922,564	78173605	POLARTEC AIRCORE
1,590,953	73801241	NORTEK
2,842,427	76473837	HARDFACE
	78504453	POLARTEC FORWARD FABRIC
	78504323	POLARTEC FORWARD FABRIC
	78517594	POLARTEC BODY MAPPING
	78517588	POLARTEC BODY MAPPING
	78642857	THE COLDEST TOWN
	78642858	THE COLDEST TOWN
	77015071	POLARTEC ECOENGINEERING
	77015082	POLARTEC ECOENGINEERING

REGISTRATION NO.	SERIAL NO.	MARK
	77015058	ECOENGINEERING BY POLARTEC
,	77015050	ECOENGINEERING BY POLARTEC
	77017854	POLARTEC POWER SHIELD 02
	77017855	POLARTEC POWER SHIELD 02
	77066490	POLARTEC ECO- ENGINEERING and Design
	78675917	PASSAGE BY POLARTEC
	78675932	PASSAGE BY POLARTEC

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
1914890	RAINBLOC	Argentina
1,914,891	RAINBLOC	Argentina
1930229	AIRCORE TECHNOLOGY	Argentina
1930230	AIRCORE TECHNOLOGY	Argentina
1880291	AQUA SHELL	Argentina
2237646	AQUA SHELL	Argentina
1,587,664	BIPOLAR TECHNOLOGY	Argentina
1,605,566	POLARFLEECE	Argentina
1967779	POLARTEC	Argentina
1978013	POLARTEC	Argentina
1611794	POLARTEK	Argentina
1,584,620	POLARTEK With BEAR	Argentina
1811887	POWER DRY	Argentina
1811886	POWER DRY	Argentina
1587666	POWERSTRETCH	Argentina
1824596	THERMAL PRO	Argentina
1824630	THERMAL PRO	Argentina
1811885	WINDBLOC	Argentina
1824631	WINDPRO	Argentina
1824632	WINDPRO	Argentina
1789620	MALDEN MILLS AND DESIGN	Argentina
1967764	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Argentina
1978014	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Argentina
1930228	POLARTEC AIRCORE	Argentina

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
1930448	POLARTEC AIRCORE	Argentina
1939850	HARDFACE	Argentina
1939851	HARDFACE	Argentina
934409	AIRCORE	Australia
925351	POWER SHIELD	Australia
768434	AIR CORE TECHNOLOGY	Australia
804881	AQUA SHELL	Australia
1,110,832	BODY CLIMATE	Australia
742091	MALDEN MILLS GENUINE ARTICLE POLARFLEECE AND DESIGN	Australia
1073799	POLARFLEECE	Australia
584960	POLARPLUS	Australia
585484	POLARPLUS	Australia
1,097,200	POLAR SPORT	Australia
807567	POWER DRY	Australia
925353	POWER STRETCH	Australia
807755	THERMAL PRO	Australia
807756	WINDPRO	Australia
584957	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Australia
585482	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Australia
584962	POLAR BEAR DESIGN	Australia
584961	POLARLITE	Australia
585485	POLARLITE	Australia
667861	POLARTEK & BEAR DEVICE	Australia
585481	POLARTEC/POLARTEK	Australia

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
584955	POLARTEC/POLARTEK	Australia
662479	POLARTEC WINDBLOC	Australia
925347	POLARTEC THERMAL-FR	Australia
925352	WINDBLOC - ACT	Australia
925350	POLARTEC HEAT WITH LOGO	Australia
925349	MALDEN MILLS LOGO	Australia
925354	POLARTEC AIRCORE	Australia
931491	HARDFACE	Australia
1,097,201	POLAR SPORT AND LOGO (FROM THE MAKERS OF POLARTEC FABRIC)	Australia
1,143,756	POLARTEC POWER SHIELD 02	Australia
	RAINBLOC	Benelux
	RAINBLOC	Benelux
506175	POLARFLEECE	Benelux
506176	POLARPLUS	Benelux
506068	POLARTEC	Benelux
506178	POLARTEK	Benelux
37311	POLARTEX	Benelux
516542	WINDBLOC	Benelux
506439	BEAR DESIGN	Benelux
505538	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Benelux
506177	POLARLITE	Benelux
824871510	AIRCORE TECHNOLOGY	Brazil
824871529	AIRCORE TECHNOLOGY	Brazil
821883763	AQUA SHELL	Brazil
820425729	MALDEN MILLS	Brazil

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
820425702	POLARFLEECE	Brazil
820425710	POLARTEC	Brazil
821883771	POWER DRY	Brazil
822046571	THERMAL PRO	Brazil
822046563	WINDPRO	Brazil
824871537	POLARTEC AIRCORE	Brazil
824871545	POLARTEC AIRCORE	Brazil
825050855	HARDFACE	Brazil
825050863	HARDFACE	Brazil
828860297	POLARTEC POWER SHIELD 02	Brazil
828860300	POLARTEC POWER SHIELD 02	Brazil
580095	POLARTEC HEAT HEAT WARMTH ON DEMAND and Design	Canada
612087	AIRCORE	Canada
642028	POWER SHIELD	Canada
369115	POLARTUFF	Canada
603408	SPORTFLEECE	Canada
523044	AIR CORE TECHNOLOGY	Canada
543446	AQUA SHELL	Canada
486741	BIPOLAR TECHNOLOGY	Canada
466862	BOUNDARY	Canada
472357	BOUNDARY	Canada
502425	MALDEN MILLS GENUINE ARTICLE POLARFLEECE AND DESIGN	Canada
518248	POLAR CAP	Canada
292776	POLARFLEECE	Canada

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
451401	POLARKIDS	Canada
384704	POLARPILE	Canada
360832	POLARPLUS	Canada
428002	POLARQUEST	Canada
461681	POLARSTRETCH	Canada
386359	POLARSTRETCH	Canada
394303	POLARTEC	Canada
369114	POLARTEK	Canada
473956	POLAR 10	Canada
542442	POWER DRY	Canada
642735	POWER STRETCH	Canada
479414	THE GLENN STREET STUDIO	Canada
550786	THERMAL PRO	Canada
422774	WINDBLOC	Canada
550787	WINDPRO	Canada
617740	HEAT	Canada
458293	ECOTEC	Canada
478955	POLARTEC POWERSTRETCH	Canada
418604	THE CLIMATE CONTROL FABRIC and Design	Canada
1245147	POLARTEC THERMAL-FR	Canada
587519	WINDBLOC-ACT	Canada
604522	HARDFACE	Canada
1236356	POLARTEC FORWARD FABRIC	Canada
1238881	POLARTEC BODY MAPPING	Canada
1,322,417	POLARTEC POWER SHIELD 02	Canada

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
633.601	RAINBLOC	Chile
633.600	RAINBLOC	Chile
687.893	AIRCORE TECHNOLOGY	Chile
687.894	AIRCORE TECHNOLOGY	Chile
612.529	AQUA SHELL	Chile
679.069*	POLARTEC	Chile
568.200	POLARTEC WINDPRO	Chile
572.132	POLARTEC WINDPRO	Chile
556.788	POWER DRY	Chile
679.070	POLARLITE	Chile
568.199	POLARTEC THERMAL PRO	Chile
608.915	POLARTEC THERMAL PRO	Chile
648.373	POLARTEC AIRCORE	Chile
648.374	POLARTEC AIRCORE	Chile
655.587	HARDFACE	Chile
655.588	HARDFACE	Chile
1254369	POLARFLEECE	China (People Republic)
3853763	AIRCORE	China (Peoples Republic)
3853748	AIRCORE	China (Peoples Republic)
3853793	POWER SHIELD	China (Peoples Republic)
3853732	POWER SHIELD	China (Peoples Republic)
1386961	AIR CORE TECHNOLOGY	China (Peoples Republic)
1341136	AIR CORE TECHNOLOGY	China (Peoples Republic)
1476677	AQUA SHELL	China (Peoples Republic)
3853731	AQUA SHELL	China (Peoples Republic)

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
	BODY CLIMATE	China (Peoples Republic)
	BODY CLIMATE	China (Peoples Republic)
1265737	MALDEN MILLS	China (Peoples Republic)
1275740	POLARFLEECE	China (Peoples Republic)
	POLAR SPORT	China (Peoples Republic)
5491704	POLAR SPORT	China (Peoples Republic)
1275742	POLARTEC	China (Peoples Republic)
1254370	POLARTEC	China (Peoples Republic)
1930881	POLARTEC HEAT (Heat and Design)	China (Peoples Republic)
1936244	POLARTEC HEAT (Heat and Design)	China (Peoples Republic)
1476678	POWER DRY	China (Peoples Republic)
3853759	POWER DRY	China (Peoples Republic)
3853796	POWER STRETCH	China (Peoples Republic)
3853758	POWER STRETCH	China (Peoples Republic)
1503643	THERMAL PRO	China (Peoples Republic)
1493593	THERMAL PRO	China (Peoples Republic)
3853795	WINDBLOC	China (Peoples Republic)
3853757	WINDBLOC	China (Peoples Republic)
1503644	WINDPRO	China (Peoples Republic)
1493598	WINDPRO	China (Peoples Republic)
3853790	POLARTEC THERMAL-FR	China (Peoples Republic)
3853774	POLARTEC THERMAL-FR	China (Peoples Republic)
3853794	WINDBLOC - ACT	China (Peoples Republic)
3853733	WINDBLOC – ACT	China (Peoples Republic)
3853792	POLARTEC HEAT WITH LOGO	China (Peoples Republic)

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
3853776	POLARTEC HEAT WITH LOGO	China (Peoples Republic)
3853791	MALDEN MILLS LOGO	China (Peoples Republic)
3853775	MALDEN MILLS LOGO	China (Peoples Republic)
3853764	POLARTEC AIRCORE	China (Peoples Republic)
3853747	POLARTEC AIRCORE	China (Peoples Republic)
3853762	AIRCORE (MANDARIN)	China (Peoples Republic)
3853730	AIRCORE (MANDARIN)	China (Peoples Republic)
3853789	AIR CORE TECHNOLOGY (MANDARIN)	China (Peoples Republic)
385773	AIR CORE TECHNOLOGY (MANDARIN)	China (Peoples Republic)
3853788	AQUA SHELL (MANDARIN)	China (Peoples Republic)
3853772	AQUA SHELL (MANDARIN)	China (Peoples Republic)
3853787	MALDEN MILLS (MANDARIN)	China (Peoples Republic)
3853771	MALDEN MILLS (MANDARIN)	China (Peoples Republic)
3853786	POLARFLEECE (MANDARIN)	China (Peoples Republic)
3853770	POLARFLEECE (MANDARIN)	China (Peoples Republic)
3853785	POLARTEC (MANDARIN)	China (Peoples Republic)
3853769	POLARTEC (MANDARIN)	China (Peoples Republic)
	POLARTEC HEAT (HEAT) AND DESIGN (MANDARIN)	China (Peoples Republic)
	POLARTEC HEAT (HEAT) AND DESIGN (MANDARIN)	China (Peoples Republic)
	POLARTEC HEAT (HEAT) WARMTH* (MANDARIN)	China (Peoples Republic)
	POLARTEC HEAT (HEAT) WARMTH* (MANDARIN)	China (Peoples Republic)
3853784	POLARTEC HEAT WITH LOGO* (MANDARIN)	China (Peoples Republic)
3853768	POLARTEC HEAT WITH LOGO* (MANDARIN)	China (Peoples Republic)
3853783	POLARTEC THERMAL-FR (MANDARIN)	China (Peoples Republic)
3853767	POLARTEC THERMAL-FR (MANDARIN)	China (Peoples Republic)

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
3853782	POWER DRY (MANDARIN)	China (Peoples Republic)
3853756	POWER DRY (MANDARIN)	China (Peoples Republic)
3853781	POWER STRETCH (MANDARIN)	China (Peoples Republic)
3853755	POWER STRETCH (MANDARIN)	China (Peoples Republic)
3853780	POWER SHIELD (MANDARIN)	China (Peoples Republic)
3853754	POWER SHIELD (MANDARIN)	China (Peoples Republic)
3853779	RAINBLOC (MANDARIN)	China (Peoples Republic)
3853753	RAINBLOC (MANDARIN)	China (Peoples Republic)
3853778	THERMAL PRO (MANDARIN)	China (Peoples Republic)
3853752	THERMAL PRO (MANDARIN)	China (Peoples Republic)
3853777	WINDBLOC (MANDARIN)	China (Peoples Republic)
3853751	WINDBLOC (MANDARIN)	China (Peoples Republic)
3853766	WINDBLOC-ACT (MANDARIN)	China (Peoples Republic)
3853750	WINDBLOC-ACT (MANDARIN)	China (Peoples Republic)
3853765	WINDPRO (MANDARIN)	China (Peoples Republic)
3853749	WINDPRO (MANDARIN)	China (Peoples Republic)
3853761	HARDFACE	China (Peoples Republic)
3853729	HARDFACE	China (Peoples Republic)
3853760	HARDFACE (MANDARIN)	China (Peoples Republic)
3853728	HARDFACE (MANDARIN)	China (Peoples Republic)
	POLAR SPORT AND LOGO	China (Peoples Republic)
5491702	POLAR SPORT AND LOGO	China (Peoples Republic)
251577	RAINBLOC	Czech Republic
253950	AIRCORE TECHNOLOGY	Czech Republic
234705	AQUA SHELL	Czech Republic

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REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
234709	AQUA SHELL	Czech Republic
197515	POLARFLEECE	Czech Republic
200893	POLARPLUS	Czech Republic
197514	POLARTEC	Czech Republic
200896	POLARTEK	Czech Republic
234704	POWER DRY	Czech Republic
234043	POWER DRY	Czech Republic
207905	POLARFLIS	Czech Republic
242832	THERMAL PRO	Czech Republic
231779	WINDPRO	Czech Republic
200895	BEAR DESIGN	Czech Republic
200894	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Czech Republic
197513	POLARLITE	Czech Republic
253949	POLARTEC AIRCORE	Czech Republic
256265	HARDFACE	Czech Republic
VR 03.157 1995	BIPOLAR TECHNOLOGY	Denmark
VR 1997 03130	BOUNDARY	Denmark
VR 1995 03159	POLARSTRETCH	Denmark
VR 1991 08527	POLARTEC	Denmark
VR 1995 03158	POWERSTRETCH	Denmark
VR 1993 00593	WINDBLOC	Denmark
VR 1992 05441	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Denmark
2,081,172	POLARTEC HEAT HEAT WARMTH ON DEMAND and Design	European Community
2,813,541	AIRCORE	European Community

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REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
1,705,516	POWER SHIELD	European Community
2,546,703	SPORTFLEECE	European Community
891,531	AIR CORE TECHNOLOGY	European Community
2,795,060	AIRCORE TECHNOLOGY	European Community
1271378	AQUA SHELL	European Community
5,038,088	BODY CLIMATE	European Community
390104	MALDEN MILLS	European Community
390,633	MALDEN MILLS GENUINE ARTICLE POLARFLEECE AND DESIGN	European Community
3,528,262	LOGO (TRIANGLE)	European Community
390,591	POLARFLEECE	European Community
4,844,494	POLAR SPORT	European Community
390,617	POLARTEC	European Community
3,528,213	POLARTEC & Design	European Community
390,609	POLARTEC PRO	European Community
1,142,611	POWER DRY	European Community
551945	POWER DRY	European Community
1,142,629	POWERSTRETCH	European Community
1,705,524	POWERSTRETCH RX	European Community
1,320,431	THERMAL PRO	European Community
785,295	WINDBLOC	European Community
1,406,446	WINDPRO	European Community
2,081,214	WARMTH ON DEMAND	European Community
1,606,342	POLARTEC POWER DRY	European Community
4,251,716	POLARTEC THERMAL-FR	European Community

REGISTRATION/ APPLICATION NO.	<u>TRADEMARK</u>	COUNTRY
2,793,891	POLARTEC AIRCORE	European Community
3,323,771	HARDFACE	European Community
4,100,921	POLARTEC FORWARD FABRIC	European Community
4,137,758	POLARTEC BODY MAPPING	European Community
4,699,989	THE COLDEST TOWN	European Community
4,699,328	THE COLDEST TOWN	European Community
4,847,125	POLAR SPORT AND LOGO	European Community
5,417,481	POLARTEC POWER SHIELD 02	European Community
143,720	BIPOLAR TECHNOLOGY	Finland
117,497	POLARFLEECE	Finland
117,502	POLARKIDS	Finland
117,499	POLARPLUS	Finland
117,503	POLARQUEST	Finland
141,751	POLARSTRETCH	Finland
117,500	POLARSYSTEM	Finland
118,529	POLARTEC	Finland
117,501	POLARTEK	Finland
141,750	POWERSTRETCH	Finland
128204	WINDBLOC	Finland
116,832	BEAR DESIGN	Finland
128,080	POLARTEC THE CLIMATE CONTROL FABRIC	Finland
117,498	AND DESIGN (Triangle) POLARLITE	Finland
117,504	POLARWEAR	Finland
95,594,756	BOUNDARY	France
96656856	POLARFLEECE	France

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
1604431	POLARPLUS	France
95/562225	POLARSTRETCH	France
1573597	POLARSYSTEM	France
1604432	POLARTEK	France
1649490	POLARTEX	France
95562224	POWERSTRETCH	France
92434924	WINDBLOC	France
1715356	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	France
1604430	POLARLITE	France
92434923	POLAR	France
1621668	PROTEK	France
39505701	BIPOLAR TECHNOLOGY	Germany
39544396	BOUNDARY	Germany
39605517	POLARFLEECE	Germany
2902285	POLAR FLEECE AND WOLF DESIGN	Germany
1177515	POLARKIDS	Germany
1173666	POLARPILE	Germany
1173667	POLARPLUS	Germany
39605 48	POLARPRO	Germany
1180131	POLARQUEST	Germany
39,505,703	POLARSTRETCH	Germany
1173663	POLARSYSTEM	Germany
1173665	POLARTEK	Germany
2053527	WINDBLOC	Germany
1173668	BEAR DESIGN	Germany

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
2053528	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Germany
2088976	POLARFLEECE AND WOLF DESIGN	Germany
39804315	POLAR-TEX (Stylized)	Germany
M9503347.5	DESIGN (Pattern of Cloth)	Germany
107.290	POLARFLEECE	Greece
107.291	POLARPLUS	Greece
107.293	POLARTEC AND DESIGN (Bear)	Greece
107.294	POLARTEK	Greece
107.295	BEAR DESIGN	Greece
107.292	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Greece
107.289	POLARLITE	Greece
2003B14753	POLARTEC HEAT HEAT WARMTH ON DEMAND and Design	Hong Kong
2003B14955	POLARTEC HEAT HEAT WARMTH ON DEMAND and Design	Hong Kong
200407998	AIRCORE	Hong Kong
200403006	AIRCORE	Hong Kong
2003B15863	POWER SHIELD	Hong Kong
2003B15864	POWER SHIELD	Hong Kong
16256/1999	AIR CORE TECHNOLOGY	Hong Kong
16257/1999	AIR CORE TECHNOLOGY	Hong Kong
2003B08503	AQUA SHELL	Hong Kong
2004B05144	AQUA SHELL	Hong Kong
300626292	BODY CLIMATE	Hong Kong
B05046/1992	POLARFLEECE	Hong Kong
B03756/1993	POLARFLEECE	Hong Kong

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
02326/1992	POLARKIDS	Hong Kong
3079/1991	POLARPILE	Hong Kong
3078/1991	POLARPLUS	Hong Kong
B03755/1993	POLARPLUS	Hong Kong
02325/1992	POLARQUEST	Hong Kong
300568846	POLAR SPORT	Hong Kong
3077/1991	POLARSYSTEM	Hong Kong
04991/1992	POLARTEC	Hong Kong
04990/1992	POLARTEC	Hong Kong
3076/1991	POLARTEK	Hong Kong
B02460/1994	POLARTEK	Hong Kong
2002B09021	POWER DRY	Hong Kong
2003B16313	POWER DRY	Hong Kong
B16075/2003	POWER STRETCH	Hong Kong
B16550/2003	POWER STRETCH	Hong Kong
2000B15114AA	THERMAL PRO	Hong Kong
B16467/2003	WINDBLOC	Hong Kong
B16468/2003	WINDBLOC	Hong Kong
2000B15115AA	WINDPRO	Hong Kong
00742/1993	BEAR DESIGN	Hong Kong
199812761	POLARTEC THE CLIMATE CONTROL FABRIC	Hong Kong
199812762	AND DESIGN (Triangle)  POLARTEC THE CLIMATE CONTROL FABRIC  AND DESIGN (Triangle)	Hong Kong
3080/1991	AND DESIGN (Triangle) POLARLITE	Hong Kong
B03757/1993	POLARLITE	Hong Kong
03512/2004	POLARTEC THERMAL-FR	Hong Kong

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
03513/2004	POLARTEC THERMAL-FR	Hong Kong
B00656/2004	WINDBLOC-ACT	Hong Kong
B00535/2004	WINDBLOC-ACT	Hong Kong
B03928/2004	POLARTEC HEAT WITH LOGO	Hong Kong
B03816/2004	POLARTEC HEAT WITH LOGO	Hong Kong
B05980/2004	MALDEN MILLS LOGO	Hong Kong
B01943/2004	MALDEN MILLS LOGO	Hong Kong
02616/1993	POLARFLEECE (in Chinese Characters)	Hong Kong
02618/1993	POLARFLEECE (in Chinese Characters)	Hong Kong
00239/1992	POLARLITE (in Chinese Characters)	Hong Kong
04315/1992	POLARPLUS (in Chinese Characters)	Hong Kong
04316/1992	POLARPLUS (in Chinese Characters)	Hong Kong
199302617	POLARTEC (in Katakana)	Hong Kong
199302615	POLARTEC (in Katakana)	Hong Kong
00240/1992	POLARTEK (in Chinese Characters)	Hong Kong
04317/1992	POLARTEK (in Chinese Characters)	Hong Kong
07999/2004	POLARTEC AIRCORE	Hong Kong
03105/2004	POLARTEC AIRCORE	Hong Kong
B15215/2003	HARDFACE	Hong Kong
B15117/2003	HARDFACE	Hong Kong
300569566	POLAR SPORT AND LOGO	Hong Kong
300746992	POLARTEC POWER SHIELD 02	Hong Kong
175760	RAINBLOC	Hungary
158,537	AIR CORE TECHNOLOGY	Hungary
165.903	AQUA SHELL	Hungary

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
145,385	POLARFLEECE	Hungary
145,386	POLARPLUS	Hungary
145,384	POLARTEC	Hungary
165,904	POWER DRY	Hungary
164,248	THERMAL PRO	Hungary
164,247	WINDPRO	Hungary
145,390	BEAR DESIGN	Hungary
145,387	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Hungary
145,388	POLARLITE	Hungary
176,773	POLARTEC AIRCORE	Hungary
178,649	HARDFACE	Hungary
314/2002	RAINBLOC	Iceland
1141/1998	AIR CORE TECHNOLOGY	Iceland
1010/1999	AQUA SHELL	Iceland
634/2006	BODY CLIMATE	Iceland
1497/1997	MALDEN MILLS	Iceland
1495/1997	POLARFLEECE	Iceland
1033/2006	POLAR SPORT	Iceland
1496/1997	POLARTEC	Iceland
1011/1999	POWER DRY	Iceland
1158/1999	THERMAL PRO	Iceland
1159/1999	WINDPRO	Iceland
289/2006	POLAR SPORT AND LOGO	Iceland
1451838	BODY CLIMATE	India
1416605	POLAR SPORT	India

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
1416606	POLAR SPORT	India
1289993	POLARTEC	India
1289992	POLARTEC	India
1289994	POLARTEC & Design	India
482354	POWER STRETCH	India
1317581	POWER STRETCH	India
1416604	POLAR SPORT AND LOGO	India
1416603	POLAR SPORT AND LOGO	India
1501801	POLARTEC POWER SHIELD 02	India
1501802	POLARTEC POWER SHIELD 02	India
174,528	BIPOLAR TECHNOLOGY	Ireland
176,153	BOUNDARY	Ireland
137698	POLARFLEECE	Ireland
137699	POLARKIDS	Ireland
137,700	POLARPILE	Ireland
128,864	POLARPLUS	Ireland
137701	POLARQUEST	Ireland
174,529	POLARSTRETCH	Ireland
138,780	POLARSYSTEM	Ireland
142,177	POLARTEC	Ireland
128,862	POLARTEK	Ireland
174,530	POWERSTRETCH	Ireland
136601	ACTIVESYSTEM	Ireland
158,189	WINDBLOC	Ireland
138843	BEAR DESIGN	Ireland

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REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
152,995	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Ireland
128,863	POLARLITE	Ireland
156,482	ECOTEC	Ireland
137702	POLARWEAR	Ireland
206,325	POLAR	Ireland
715,170	BIPOLAR TECHNOLOGY	Italy
720,707	BOUNDARY	Italy
893.554	POLARFLEECE	Italy
589,999	POLARPILE	Italy
844.404	POLARPLUS	Italy
715,167	POLARSTRETCH	Italy
896.570	POLARSYSTEM	Italy
601,925	POLARTEC	Italy
RM2001C00169	POLARTEX	Italy
844,406	POLARTEK	Italy
715,171	POWERSTRETCH	Italy
644,268	WINDBLOC	Italy
893.553	BEAR DESIGN	Italy
638,711	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Italy
844,405	POLARLITE	Italy
683,710	DESIGN TRIANGLE	Italy
902.638	POLARA	Italy
766,546	WINDBLOCK	Italy
766,546	RAINBLOCK	Italy
2002-4839	RAINBLOC	Japan

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REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
4,650,017	AIRCORE	Japan
4,683,484	POWER SHIELD	Japan
4,292,630	AIR CORE TECHNOLOGY	Japan
4,648,763	AQUA SHELL	Japan
4,391,341	AQUA SHELL	Japan
3,319,393	BIPOLAR TECHNOLOGY	Japan
3,322,520	BIPOLAR TECHNOLOGY	Japan
5001074	BODY CLIMATE	Japan
4997555	BODY CLIMATE	Japan
3,361,532	BOUNDARY	Japan
3,366,515	BOUNDARY	Japan
2002-43741	POLARFLEECE	Japan
2,516,890	POLARFLEECE	Japan
2,520,538	POLARKIDS	Japan
2,608,109	POLARPILE	Japan
2,498,132	POLARPLUS	Japan
2006-003877	POLAR SPORT	Japan
2006-107527	POLAR SPORT	Japan
2,600,988	POLARSYSTEM	Japan
2,480,657	POLARTEC	Japan
2,661,556	POLARTEC	Japan
4,521,502	POLARTEC HEAT	Japan
4,521,503	POLARTEC HEAT	Japan
2,480,659	POLARTEK	Japan
2,498,133	POLARTEK	Japan

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
4,356,933	POWER DRY	Japan
4,929,226	POWER STRETCH	Japan
4,403,643	THERMAL PRO	Japan
4,403,644	WINDPRO	Japan
4,539,441	WARMTH ON DEMAND	Japan
4,539,442	WARMTH ON DEMAND	Japan
2,480,655	POLARLITE	Japan
2,498,131	POLARLITE	Japan
2,480,656	PO-U-LAR-LITE (in Katakana)	Japan
2,579,521	PO-U-LAR-LITE (in Katakana)	Japan
2,480,658	PO-U-LAR-TEC (in Katakana)	Japan
4,394,168	POLARTEC (in Katakana)	Japan
4,394,169	POLARTEC (in Katakana)	Japan
2,480,660	PO-U-LAR-TEK (in Katakana)	Japan
2,516,912	PO-U-LAR-TEK (in Katakana)	Japan
2,595,010	POLARWEAR	Japan
4,697,245	POLARTEC THERMAL-FR	Japan
4,721,223	POLARTEC THERMAL-FR	Japan
2002-43743	WINDBLOC - ACT	Japan
4,183,630	PO-U-LAR-FLEECE (in Katakana)	Japan
2,703,160	POLARPLUS (in Katakana)	Japan
2,694,968	DESIGN MARK TRIANGLE	Japan
2,673,129	DESIGN MARK TRIANGLE	Japan
2,569,708	BEAR LOGO	Japan
2,608,110	PO-U-LAR SYSTEM (in Katakana)	Japan

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
4,260,031	WINDBLOC (in Katakana)	Japan
4,693,579	POLARTEC AIRCORE	Japan
4,765,404	POLARTEC AIRCORE	Japan
4,692,594	HARDFACE	Japan
4,751,705	SPORTFLEECE AND DESIGN	Japan
4,738,778	WINDBLOCACT	Japan
2006-009698	POLAR SPORT AND LOGO	Japan
2006-107528	POLAR SPORT AND LOGO	Japan
2006-103214	POLARTEC POWER SHIELD 02	Japan
2001-3881	POLARTEC HEAT HEAT WARMTH ON DEMAND and Design	Korea, Republic of
577079	AIRCORE	Korea, Republic of
577077	POWER SHIELD	Korea, Republic of
591680	POWER SHIELD	Korea, Republic of
98-19089	AIR CORE TECHNOLOGY	Korea, Republic of
576371	AIRCORE TECHNOLOGY	Korea, Republic of
490,252	AQUA SHELL	Korea, Republic of
357,929	BIPOLAR TECHNOLOGY	Korea, Republic of
2006-23932	BODY CLIMATE	Korea, Republic of
375,815	BOUNDARY	Korea, Republic of
382,141	BOUNDARY	Korea, Republic of
273,578	POLARFLEECE	Korea, Republic of
255,037	POLARFLEECE	Korea, Republic of
274,052	POLARKIDS	Korea, Republic of
254,426	POLARPILE	Korea, Republic of

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
254,427	POLARPLUS	Korea, Republic of
274,051	POLARQUEST	Korea, Republic of
2006-3423	POLAR SPORT	Korea, Republic of
357,930	POLARSTRETCH	Korea, Republic of
347,002	POLARSTRETCH	Korea, Republic of
255,038	POLARSYSTEM	Korea, Republic of
99-43433	POLARTEC	Korea, Republic of
273,577	POLARTEC	Korea, Republic of
274,054	POLARTEC	Korea, Republic of
297,975	POLARTEC & Design	Korea, Republic of
273,580	POLARTEK	Korea, Republic of
254,430	POLARTEK	Korea, Republic of
520002	POWER DRY	Korea, Republic of
475,381	POWER DRY	Korea, Republic of
347,003	POWERSTRETCH	Korea, Republic of
478,213	THERMAL PRO	Korea, Republic of
442,428	WINDBLOC	Korea, Republic of
478,212	WINDPRO	Korea, Republic of
276,685	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Korea, Republic of
254,424	POLARLITE	Korea, Republic of
274,053	POLARWEAR	Korea, Republic of
577074	POLARTEC THERMAL-FR	Korea, Republic of
577078	WINDBLOC - ACT	Korea, Republic of
577076	POLARTEC HEAT WITH LOGO	Korea, Republic of
577075	MALDEN MILLS LOGO	Korea, Republic of

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
227,971	PROTEK	Korea, Republic of
273,579	POLARFLEECE (in Katakana)	Korea, Republic of
254,425	POLARLITE (in Katakana)	Korea, Republic of
254,428	POLARPLUS (in Katakana)	Korea, Republic of
273,581	POLARTEK (in Katakana)	Korea, Republic of
254,431	POLARTEK (in Katakana)	Korea, Republic of
254,429	POLARSYSTEM (in Katakana)	Korea, Republic of
291,420	BLACK BEAR DESIGN	Korea, Republic of
419,463	POLARTEC POWERSTRETCH	Korea, Republic of
227,972	PROTEK (in Katakana)	Korea, Republic of
444,074	WINDBLOC-HANGUL	Korea, Republic of
575717	HARDFACE	Korea, Republic of
2006-6129	POLAR SPORT AND LOGO	Korea, Republic of
2006-55484	POLARTEC POWER SHIELD 02	Korea, Republic of
668,217	POLARPRO	Madrid Agreement
674,482	POLARFLEECE AND WOLF DESIGN	Madrid Agreement
738,000	RAINBLOC	Mexico
738,001	RAINBLOC	Mexico
834505	AIRCORE	Mexico
653,397	AIRCORE	Mexico
346,047	AIR CORE TECHNOLOGY	Mexico
595,777	AIR CORE TECHNOLOGY	Mexico
626,284	AQUA SHELL	Mexico
386892	AQUA SHELL	Mexico
497,792	BIPOLAR TECHNOLOGY	Mexico

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
492,473	BIPOLAR TECHNOLOGY	Mexico
494,609	POLARFLEECE	Mexico
492,470	POLARFLEECE	Mexico
494,610	POLARPLUS	Mexico
492,472	POLARPLUS	Mexico
497,793	POLARSTRETCH	Mexico
492,474	POLARSTRETCH	Mexico
226,334	POLARTEC	Mexico
230,255	POLARTEC	Mexico
226,333	POLARTEC & Design	Mexico
230,241	POLARTEC & Design	Mexico
469,454	POLARTEC HEAT	Mexico
469,434	POLARTEC HEAT	Mexico
230,248	POLARTEX	Mexico
230,251	POLARTEX	Mexico
470,215	POLAR 10	Mexico
625,267	POWER DRY	Mexico
625,283	POWER DRY	Mexico
495,705	POWERSTRETCH	Mexico
492,471	POWERSTRETCH	Mexico
641,816	THERMAL PRO	Mexico
405555	THERMAL PRO	Mexico
641,817	WINDPRO	Mexico
645,014	WINDPRO	Mexico
719487	HEAT	Mexico

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TRADEMARK	COUNTRY
HEAT	Mexico
WARMTH ON DEMAND	Mexico
WARMTH ON DEMAND	Mexico
DESIGN OF TWO CIRCLES	Mexico
DESIGN OF TWO CIRCLES	Mexico
BEAR DESIGN	Mexico
BEAR DESIGN	Mexico
POLARLITE	Mexico
POLARLITE	Mexico
POLARTEC THERMAL-FR	Mexico
POLARTEC THERMAL-FR	Mexico
HARDFACE	Mexico
HARDFACE	Mexico
POLARTEC FORWARD FABRIC	Mexico
POLARTEC FORWARD FABRIC	Mexico
POLARTEC BODY MAPPING	Mexico
POLARTEC BODY MAPPING	Mexico
POLARTEC POWER SHIELD 02	Mexico
POLARTEC POWER SHIELD 02	Mexico
AIRCORE	New Zealand
AIRCORE	New Zealand
POWER SHIELD	New Zealand
POWER SHIELD	New Zealand
	New Zealand
AIR CORE TECHNOLOGY	New Zealand
	WARMTH ON DEMAND  WARMTH ON DEMAND  DESIGN OF TWO CIRCLES  DESIGN OF TWO CIRCLES  BEAR DESIGN  BEAR DESIGN  POLARLITE  POLARLITE  POLARTEC THERMAL-FR  POLARTEC THERMAL-FR  HARDFACE  HARDFACE  POLARTEC FORWARD FABRIC  POLARTEC BODY MAPPING  POLARTEC BODY MAPPING  POLARTEC POWER SHIELD 02  AIRCORE  AIRCORE  POWER SHIELD  POWER SHIELD  AIR CORE TECHNOLOGY

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
313,743	AQUA SHELL	New Zealand
314,289	AQUA SHELL	New Zealand
246,290	BIPOLAR TECHNOLOGY	New Zealand
746907	BODY CLIMATE	New Zealand
221,016	POLARFLEECE	New Zealand
221,017	POLARFLEECE	New Zealand
221,018	POLARPLUS	New Zealand
221,019	POLARPLUS	New Zealand
741751	POLAR SPORT	New Zealand
246,292	POLARSTRETCH	New Zealand
221,012	POLARTEC	New Zealand
221,013	POLARTEC	New Zealand
313744	POWER DRY	New Zealand
314,290	POWER DRY	New Zealand
660049	POWER STRETCH	New Zealand
246,291	POWERSTRETCH	New Zealand
316,650	THERMAL PRO	New Zealand
316,651	THERMAL PRO	New Zealand
316,652	WINDPRO	New Zealand
316,653	WINDPRO	New Zealand
221,014	POLARTEC THE CLIMATE CONTROL FABRIC	New Zealand
221,015	AND DESIGN (Triangle)  POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	New Zealand
221,020	POLARLITE	New Zealand
221,021	POLARLITE	New Zealand
221,022	POLARTEC & BEAR DEVICE	New Zealand

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
221,023	POLARTEC & BEAR DEVICE	New Zealand
226,695	POLARTEC/WINDBLOC	New Zealand
226,694	POLARTEC-WINDBLOC	New Zealand
660058	POLARTEC THERMAL-FR	New Zealand
660059	POLARTEC THERMAL-FR	New Zealand
660050	WINDBLOC – ACT	New Zealand
660051	WINDBLOC – ACT	New Zealand
660054	POLARTEC HEAT WITH LOGO	New Zealand
660055	POLARTEC HEAT WITH LOGO	New Zealand
660056	MALDEN MILLS LOGO	New Zealand
660057	MALDEN MILLS LOGO	New Zealand
661,585	POLARTEC AIRCORE	New Zealand
661,586	POLARTEC AIRCORE	New Zealand
667044	HARDFACE	New Zealand
667045	HARDFACE	New Zealand
742038	POLAR SPORT AND LOGO	New Zealand
757612	POLARTEC POWER SHIELD 02	New Zealand
757613	POLARTEC POWER SHIELD 02	New Zealand
2002-07961	AIRCORE	Norway
207,261	AQUA SHELL	Norway
2006/05137	BODY CLIMATE	Norway
186,141	BOUNDARY	Norway
156,473	POLARFLEECE	Norway
156,481	POLARKIDS	Norway
156,475	POLARPILE	Norway

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
156,476	POLARPLUS	Norway
156,479	POLARQUEST	Norway
2006 00841	POLAR SPORT	Norway
156,477	POLARSYSTEM	Norway
203,656	POWER DRY	Norway
201.179	THERMAL PRO	Norway
161,093	WINDBLOC	Norway
201,180	WINDPRO	Norway
150,587	BEAR DESIGN	Norway
157,356	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Norway
156,474	POLARLITE	Norway
156,480	POLARWEAR	Norway
156,478	POLARTEK	Norway
219738	HARDFACE	Norway
233109	SPORTFLEECE AND DESIGN	Norway
225 820	AIRCORE AND DESIGN	Norway
2006 01100	POLAR SPORT AND LOGO	Norway
2006 12031	POLARTEC POWER SHIELD 02	Norway
129,005	POLARLITE	Poland
171409	AIRCORE	Poland
163225	SPORTFLEECE	Poland
142487	AIR CORE TECHNOLOGY	Poland
147201	AQUA SHELL	Poland
123,924	MALDEN MILLS	Poland
129,492	POLARFLEECE	Poland

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
129,308	POLARPLUS	Poland
122,248	POLARTEC	Poland
154532	POWER DRY	Poland
139014	POWERSTRETCH	Poland
142629	THERMAL PRO	Poland
142628	WINDPRO	Poland
128,637	WINDBLOC	Poland
R-175432	HARDFACE	Poland
279,042	POLARFLEECE	Portugal
279,043	POLARPLUS	Portugal
279,040	POLARTEC	Portugal
279,041	POLARTEK	Portugal
279,046	BEAR DESIGN	Portugal
279,045	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Portugal
279,044	POLARLITE	Portugal
54618	POWER SHIELD	Romania
35,252	MALDEN MILLS	Romania
35,253	POLARFLEECE	Romania
35,254	POLARTEC	Romania
54616	POWER DRY	Romania
54617	POWER STRETCH	Romania
61594	THERMAL PRO	Romania
53376	WINDBLOC	Romania
53368	WINDPRO	Romania
55967	WINDBLOC - ACT	Romania

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
53273	HARDFACE	Romania
257335	AIRCORE	Russian Federation
256929	SPORTFLEECE	Russian Federation
254145	AQUA SHELL	Russian Federation
2006712088	BODY CLIMATE	Russian Federation
193550	MALDEN MILLS	Russian Federation
171,188	POLARFLEECE	Russian Federation
2006701040	POLAR SPORT	Russian Federation
170,065	POLARTEC	Russian Federation
215046	POWER DRY	Russian Federation
207,106	THERMAL PRO	Russian Federation
198,268	WINDPRO	Russian Federation
146046	MALDEN MILLS LOGO	Russian Federation
256081	HARDFACE	Russian Federation
2006703298	POLAR SPORT AND LOGO	Russian Federation
2006730910	POLARTEC POWER SHIELD 02	Russian Federation
POZ0637-2002	RAINBLOC	Slovakia
182,685	POLARFLEECE	Slovakia
182,684	POLARPLUS	Slovakia
182,999	POLARTEC	Slovakia
186,287	POLARTEK	Slovakia
194,567	POWER DRY	Slovakia
186,472	POLARFLIS	Slovakia
194.347	THERMAL PRO	Slovakia
194,346	WINDPRO	Slovakia

DM2\968096.1 31

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
182,997	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Slovakia
182,998	POLAR BEAR	Slovakia
186,288	POLARLITE	Slovakia
9,771,247	MALDEN MILLS	Slovenia
9,771,245	POLARFLEECE	Slovenia
9,771,246	POLARTEC	Slovenia
200271467	HARDFACE	Slovenia
2002/17019	AIRCORE	South Africa
2002/17020	AIRCORE	South Africa
2002/17029	POWER SHIELD	South Africa
2002/17030	POWER SHIELD	South Africa
2002/17039	AIRCORE TECHNOLOGY	South Africa
2002/17040	AIRCORE TECHNOLOGY	South Africa
2002/17031	AQUA SHELL	South Africa
2002/17032	AQUA SHELL	South Africa
97/12318	MALDEN MILLS	South Africa
97/12315	POLARFLEECE	South Africa
95/5051	POLARFLEECE	South Africa
97/13135	POLARFLEECE	South Africa
97/12316	POLARTEC	South Africa
97/13136	POLARTEC	South Africa
2002/17015	POWER DRY	South Africa
2002/17016	POWER DRY	South Africa
2002/17017	POWER STRETCH	South Africa
2002/17018	POWER STRETCH	South Africa

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
2002/17021	THERMAL PRO	South Africa
2002/17022	THERMAL PRO	South Africa
2002/17025	WINDBLOC	South Africa
2002/17026	WINDBLOC	South Africa
2002/17023	WINDPRO	South Africa
2002/17024	WINDPRO	South Africa
2002/17037	POLARTEC THERMAL-FR	South Africa
2002/17038	POLARTEC THERMAL-FR	South Africa
2002/17027	WINDBLOC - ACT	South Africa
2002/17028	WINDBLOC - ACT	South Africa
2002/17033	POLARTEC HEAT WITH LOGO	South Africa
2002/17034	POLARTEC HEAT WITH LOGO	South Africa
2002/17035	MALDEN MILLS LOGO	South Africa
2002/17036	MALDEN MILLS LOGO	South Africa
2002/17041	POLARTEC AIRCORE	South Africa
2002/17042	POLARTEC AIRCORE	South Africa
2003/03020	HARDFACE	South Africa
2002/03021	HARDFACE	South Africa
1,950,263	BIPOLAR TECHNOLOGY	Spain
1,679,800	POLARFLEECE	Spain
1,679,802	POLARPLUS	Spain
1,950,265	POLARSTRETCH	Spain
1,685,799	POLARTEC & Design	Spain
1,697,801	POLARTEK	Spain
1,950,264	POWERSTRETCH	Spain

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY	
1,766,607	WINDBLOC	Spain	
1,679,804	BEAR DESIGN	Spain	
1,679,803	POLARLITE	Spain	
324,822	BOUNDARY	Sweden	
236,557	POLARFLEECE	Sweden	
236,555	POLARPLUS	Sweden	
315,527	POLARSTRETCH	Sweden	
235,578	POLARSYSTEM	Sweden	
235,577	POLARTEC	Sweden	
235,576	POLARTEK	Sweden	
315,526	POWERSTRETCH	Sweden	
247,873	WINDBLOC	Sweden	
228,815	BEAR DESIGN	Sweden	
243,501	POLARTEC THE CLIMATE CONTROL FABRIC	Sweden	
236,556	AND DESIGN (Triangle) POLARLITE	Sweden	
496829	RAINBLOC	Switzerland	
546820	BODY CLIMATE	Switzerland	
450,329	MALDEN MILLS	Switzerland	
450,106	POLARTEC	Switzerland	
455,878	WINDBLOC	Switzerland	
461,471	MALDEN MILLS POLARFLEECE AND DESIGN	Switzerland	
506658	HARDFACE	Switzerland	
02221/2006	POLARTEC POWER SHIELD 02	Switzerland	
1063790	POLARTEC HEAT HEAT WARMTH ON DEMAND and Design	Taiwan	

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
1047664	AIRCORE	Taiwan
1047852	AIRCORE	Taiwan
1047687	POWER SHIELD	Taiwan
1049301	POWER SHIELD	Taiwan
926,042	AIR CORE TECHNOLOGY	Taiwan
880,195	AIR CORE TECHNOLOGY	Taiwan
943,861	AQUA SHELL	Taiwan
947,433	AQUA SHELL	Taiwan
095022815	BODY CLIMATE	Taiwan
726,735	BOUNDARY	Taiwan
740,881	BOUNDARY	Taiwan
713,086	MALDEN MILLS	Taiwan
709,387	MALDEN MILLS	Taiwan
81790	MALDEN MILLS	Taiwan
498,088	POLARFLEECE	Taiwan
522,405	POLARFLEECE	Taiwan
498,101	POLARKIDS	Taiwan
498,102	POLARPILE	Taiwan
498,091	POLARPLUS	Taiwan
522,406	POLARPLUS	Taiwan
498,103	POLARQUEST	Taiwan
095004128	POLAR SPORT	Taiwan
498,090	POLARSYSTEM	Taiwan
528,859	POLARTEC	Taiwan
524,968	POLARTEC	Taiwan

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY	
498,089	POLARTEK	Taiwan	
524,945	POLARTEK	Taiwan	
910,242	POWER DRY	Taiwan	
923,752	POWER DRY	Taiwan	
1044474	POWER STRETCH	Taiwan	
1047795	POWER STRETCH	Taiwan	
498,100	ACTIVESYSTEM	Taiwan	
943,865	THERMAL PRO	Taiwan	
949,029	THERMAL PRO	Taiwan	
1044475	WINDBLOC	Taiwan	
1047796	WINDBLOC	Taiwan	
1047794	WINDPRO	Taiwan	
917,249	WINDPRO	Taiwan	
498,093	BEAR DESIGN	Taiwan	
598,314	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	Taiwan	
604,975	POLARTEC THE CLIMATE CONTROL FABRIC	Taiwan	
498,092	AND DESIGN (Triangle) POLARLITE	Taiwan	
522,407	POLARLITE	Taiwan	
498,104	POLARWEAR	Taiwan	
1044477	POLARTEC THERMAL-FR	Taiwan	
1047797	POLARTEC THERMAL-FR	Taiwan	
1047686	WINDBLOC - ACT	Taiwan	
1051360	WINDBLOC - ACT	Taiwan	
1047688	POLARTEC HEAT WITH LOGO	Taiwan	
1058581	POLARTEC HEAT WITH LOGO	Taiwan	

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
1044476	MALDEN MILLS LOGO	Taiwan
1056212	MALDEN MILLS LOGO	Taiwan
519,903	POLARFLEECE (in Katakana)	Taiwan
522,409	POLARFLEECE (in Katakana)	Taiwan
528,860	POLARLITE (in Katakana)	Taiwan
519,897	POLARPLUS (in Katakana)	Taiwan
522,408	POLARPLUS (in Katakana)	Taiwan
519,902	POLARTEC (in Katakana)	Taiwan
517,090	POLARTEK (in Katakana)	Taiwan
517,082	PROTEK (in Katakana)	Taiwan
940,567	AIRCORE TECHNOLOGY (CHINESE	Taiwan
713,087	CHARACTERS) MALDEN MILLS (CHINESE CHARACTERS)	Taiwan
707,809	MALDEN MILLS (CHINESE CHARACTERS)	Taiwan
81791	MALDEN MILLS (CHINESE CHARACTERS)	Taiwan
1067065	POLARTEC AIRCORE	Taiwan
1054573	POLARTEC AIRCORE	Taiwan
1063805	HARDFACE	Taiwan
1061807	HARDFACE	Taiwan
095004126	POLAR SPORT AND LOGO	Taiwan
095053713	POLARTEC POWER SHIELD 02	Taiwan
095053715	POLARTEC POWER SHIELD 02	Taiwan
2002/024068	AIRCORE	Turkey
2006/025967	BODY CLIMATE	Turkey
194831	MALDEN MILLS	Turkey
1999 014521	POLARFLEECE	Turkey

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REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
1999 014520	POLARTEC	Turkey
2002/028604	HARDFACE	Turkey
13693	POLARFLEECE	Ukraine
13694	POLARPLUS	Ukraine
13695	POLARTEC	Ukraine
13690	POLARTEC & Design	Ukraine
25116	POWER DRY	Ukraine
25194	THERMAL PRO	Ukraine
24721	WINDPRO	Ukraine
13692	BEAR DESIGN	Ukraine
13691	POLARLITE	Ukraine
47001	HARDFACE	Ukraine
2,014,052	BIPOLAR TECHNOLOGY	United Kingdom
2,169,943	BIPOLAR TECHNOLOGY	United Kingdom
2,042,796	BOUNDARY	United Kingdom
1,418,106	POLARFLEECE	United Kingdom
1,420,043	POLARKIDS	United Kingdom
1,418,104	POLARPILE	United Kingdom
1,353,204	POLARPLUS	United Kingdom
1,418,102	POLARQUEST	United Kingdom
2,014,051	POLARSTRETCH	United Kingdom
1,413,780	POLARSYSTEM	United Kingdom
2,169,941	POLARTEC	United Kingdom
1,088,849	POLARTEX	United Kingdom
2,169,888	POWERSTRETCH	United Kingdom

REGISTRATION/ APPLICATION NO.	TRADEMARK	COUNTRY
2,169,070	WINDBLOC	United Kingdom
2,169,937A	WINDBLOC	United Kingdom
1,420,711	BEAR DESIGN	United Kingdom
1,485,230	POLARTEC THE CLIMATE CONTROL FABRIC AND DESIGN (Triangle)	United Kingdom
1,353,525	POLARLITE	United Kingdom
1,546,143	ECOTEC	United Kingdom
1,465,2123	LABELLA	United Kingdom
1,465,208	MICROBELLA	United Kingdom
1,413,076	POLARPROOF	United Kingdom
2,035,580	POLARTEC POWERSTRETCH	United Kingdom
1,528,619	POLARTEC WINDBLOC	United Kingdom
2,169,937B	POLARTEC WINDBLOC	United Kingdom
1,435,271	POLARTEK/POLARTEC	United Kingdom
1,513,144	WEATHERBLOC	United Kingdom
309,434	POLARTEC & Design	Uruguay
344.542	HARDFACE	Uruguay

## EXHIBIT B TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

## **LIST OF LICENSES**

Master Intellectual Property License Agreement dated March 13, 2007 by and between MMI-IPCO, LLC and Polartec, LLC.

## EXHIBIT C TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

(attached Special Power of Attorney)

## SPECIAL POWER OF ATTORNEY

STATE OF	)		
COUNTY OF	) ss.: )		
KNOW ALL MEN BY appoints and constitutes Pipevir	THESE PRESEN ne MMI Funding, lawful attorney, w	TS, that MMI-IPCO, LLC ("Deb LLC, as Secured Party ("Secured with full power of substitution and son behalf of Debtor:	l Party"), and
assignment, or other papers whi for the purpose of assigning, sel Debtor in and to any trademarks	ch Secured Party, ling, or otherwise and all registrations of recording,	all agreements, documents, instrin its discretion, deems necessar disposing of all right, title, and it ons, recordings, reissues, extension registering and filing of, or accordings.	y or advisable nterest of ons, and
	its discretion, deer	all documents, statements, certifms necessary or advisable to furt	
Security Agreement, dated of ev "Security Agreement") and is su Attorney, being coupled with ar	ven date herewith, abject to the terms interest is made to efined in the Secu	to a Trademark Collateral Assign between Debtor and Secured Parand provisions thereof. This Pofor consideration, is irrevocable unity Agreement, are paid in full accured Party.	rty (the wer of ıntil all
Dated:, 2007	MM	I-IPCO, LLC	
	By:_		
	Title	*	* .
STATE OF	) ) ss.:		
COUNTY OF	)		-
me known, who being duly swo MMI-IPCO, LLC, the company	rn, did depose and described in and	e personally came	of strument; and
		Notary Public	and the second s

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**RECORDED: 04/10/2007**