

TRADEMARK ASSIGNMENT

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
OXFORD INDUSTRIES, INC.		07/28/2004	CORPORATION: GEORGIA
TOMMY BAHAMA GROUP, INC.	FORMERLY VIEWPOINT INTERNATIONAL, INC.	07/28/2004	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	SUNTRUST BANK, as Administrative Agent
Street Address:	303 Peachtree Street, NE
City:	Atlanta
State/Country:	GEORGIA
Postal Code:	30308
Entity Type:	CORPORATION: GEORGIA

PROPERTY NUMBERS Total: 105

Property Type	Number	Word Mark
Serial Number:	77029735	2 DRY
Serial Number:	78887428	BEN SHERMAN
Serial Number:	78842247	BLOCKPOINT
Serial Number:	77057198	CYE
Serial Number:	78930686	ECO COT
Serial Number:	78936956	ETI
Serial Number:	77165987	EVERPRESS
Serial Number:	77178116	GET IT DONE (LATER)
Serial Number:	78838493	GOLDEN SUN
Serial Number:	77107992	GOLF TECH
Serial Number:	78972056	HATHAWAY
Serial Number:	78972047	HATHAWAY
Serial Number:	78972039	HATHAWAY

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Serial Number:	78972063	HATHAWAY
Serial Number:	78972036	HATHAWAY
Serial Number:	78939239	HATHAWAY
Serial Number:	78934560	KONA WIND
Serial Number:	77123241	LEISURE TECH
Serial Number:	77215744	LOCALLY FAMOUS
Serial Number:	77172009	MICRO CURE
Serial Number:	78930737	OCEAN PEACH
Serial Number:	77157479	ORGANIC OXFORD
Serial Number:	77209279	PANT GUARD
Serial Number:	77214125	PERMA SHAPE COLLAR
Serial Number:	77141681	PURVEYOR OF ISLAND LIFESTYLES
Serial Number:	77158275	PURVEYOR OF ISLAND LIFESTYLES
Serial Number:	77089039	RELAX
Serial Number:	77202699	SET SAIL
Serial Number:	78961454	SHIRT GUARD
Serial Number:	77057223	SILVERSTONE
Serial Number:	77127976	SOLITUDE
Serial Number:	78961464	SOLITUDE
Serial Number:	78952176	SOLITUDE
Serial Number:	78973821	SOLITUDE
Serial Number:	78931273	SOLITUDE
Serial Number:	77061042	
Serial Number:	78905585	SUNRISE PEAK
Serial Number:	78965101	SURFER'S CODE
Serial Number:	77096403	TASTE PARADISE
Serial Number:	77123365	TB 18 GOLF
Serial Number:	78959315	TECHNO DRY
Serial Number:	78968024	TOMMY BAHAMA
Serial Number:	77128084	TOMMY BAHAMA
Serial Number:	78856819	TOMMY BAHAMA
Serial Number:	78868344	TOMMY BAHAMA EST. 1993 RELAX
Serial Number:	78838489	TOMMY BAHAMA GOLDEN SUN
Serial Number:	78860957	TOMMY BAHAMA RELAX
Serial Number:	77022408	TOMMY BAHAMA RELAX

Serial Number:	77022410	TOMMY BAHAMA RELAX
Serial Number:	77022413	TOMMY BAHAMA RELAX
Serial Number:	78868314	TOMMY BAHAMA RELAX QUALITY SINCE 1993
Serial Number:	78838511	TOMMY BAHAMA WHITE SAND
Serial Number:	77022417	TRI BUTTON
Serial Number:	77128003	TRUST THE TRADITION
Serial Number:	78852562	VERI COOL
Serial Number:	77205983	VERI DRY
Serial Number:	78838523	WHITE SAND
Serial Number:	78806508	WILLIS & WALKER
Serial Number:	78623189	TOMMY BAHAMA
Serial Number:	78976654	TOMMY BAHAMA
Serial Number:	78601103	ULITMATE DENIM
Serial Number:	78494103	ULTIMATE TRAVELER
Serial Number:	77290133	COTTON LAWN CHAIR
Serial Number:	77211576	ENERGY SAVING
Serial Number:	77225569	FROM THE LINKS TO LIFE
Serial Number:	77288659	GREEN CARE
Serial Number:	77394919	ISLAND RETREAT
Serial Number:	77313548	KINGSTOWN
Serial Number:	77288564	KINGSTOWN COLONY
Serial Number:	77077766	LUX CARE
Serial Number:	77394406	LUXURY TOUCH
Serial Number:	77365412	METRO LONDON
Serial Number:	77365404	METRO LONDON
Serial Number:	77288622	PARADISE AUTHENTIQUE
Serial Number:	78930732	PINE FAB
Serial Number:	77288639	RELAX IN STYLE
Serial Number:	77225563	SHIRT FREE
Serial Number:	77295945	TOMMY BAHAMA
Serial Number:	77059169	TOMMY BAHAMA
Serial Number:	77333789	TOMMY BAHAMA
Serial Number:	77333785	TOMMY BAHAMA
Serial Number:	77333793	TOMMY BAHAMA
Serial Number:	77333797	TOMMY BAHAMA

Serial Number:	77405973	TOMMY BAHAMA ISLAND GRILLE COASTAL CUISINE
Serial Number:	77394404	TOMMY BAHAMA THE ISLAND COASTAL CUISINE
Serial Number:	77287045	TOMMY BAHAMA'S ISLAND GRILLE
Serial Number:	77230085	TRANQUILITY BAY
Serial Number:	77230084	TRANQUILITY BAY
Serial Number:	78735295	WYOMING WIND
Serial Number:	77312887	ZEN TINI LIQUID NIRVANA
Serial Number:	72332019	
Serial Number:	76540278	POWER SWING
Serial Number:	72203290	
Serial Number:	73814391	C. F. HATHAWAY
Serial Number:	76633286	H
Serial Number:	71533889	H
Serial Number:	73461515	HATHAWAY
Serial Number:	73579278	HATHAWAY
Serial Number:	78097843	HATHAWAY
Serial Number:	76591247	HATHAWAY PLATINUM
Serial Number:	78109394	HATHAWAY SPORT
Serial Number:	78280509	LADY HATHAWAY
Serial Number:	71533887	LADY HATHAWAY
Serial Number:	78029893	LIFE IS ONE LONG WEEKEND
Serial Number:	75267332	TOMMY BAHAMA'S TROPICAL CAFE'

CORRESPONDENCE DATA

Fax Number: (404)815-2424
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 404-815-2231
Email: carolfraser@paulhastings.com
Correspondent Name: Carol Fraser, Corporate Paralegal
Address Line 1: 600 Peachtree Street NE, Suite 2400
Address Line 2: Paul Hastings Janofsky & Walker
Address Line 4: Atlanta, GEORGIA 30308

NAME OF SUBMITTER:	Carol Fraser
Signature:	//Carol Fraser//
Date:	03/28/2008

Total Attachments: 20

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This AMENDED AND RESTATED INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement") is made as of July 28, 2004, by and among each of the parties listed on the signature pages hereof and those additional entities that hereafter become parties hereto by executing the form of Supplement attached hereto as Annex 1, as pledgors (collectively, the "Pledgors" and individually, a "Pledgor") and SunTrust Bank, in its capacity as administrative agent for the Lender Group (as defined in the Credit Agreement described below) (the "Administrative Agent").

WITNESSETH:

WHEREAS, Oxford Industries, Inc., a Georgia corporation, Oxford of South Carolina, Inc., a South Carolina corporation, and Viewpoint International, Inc., a Delaware corporation (the "Borrowers"; and each a "Borrower"), the Subsidiaries (as defined in the Existing Credit Agreement) of the Borrowers party thereto as Guarantors (as defined in the Existing Credit Agreement), the financial institutions party thereto from time to time as Lenders (as defined in the Existing Credit Agreement), the financial institutions party thereto from time to time as Issuing Banks (as defined in the Existing Credit Agreement), the Administrative Agent and the Syndication Agent (as defined in the Existing Credit Agreement) are parties to that certain Credit Agreement dated as of June 13, 2003 (as amended, restated, supplemented or otherwise modified from time to time prior to the date hereof, the "Existing Credit Agreement"); and

WHEREAS, the Pledgors and the Administrative Agent are parties to that certain Intellectual Property Security Agreement dated as of June 13, 2003, as supplemented by that certain Supplement No. 1 dated as of June 13, 2003 (as amended, restated, modified or otherwise supplemented from time to time prior to the date hereof, the "Existing Intellectual Property Security Agreement") pursuant to which the Pledgors granted to the Administrative Agent, for the benefit of the Lender Group, a continuing security interest in all of their Trademarks, (as defined therein), Patents (as defined therein), Copyrights (as defined therein) and Licenses (as defined therein) to secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations (as defined therein); and

WHEREAS, the Borrowers, the Administrative Agent and the other members of the Lender Group have agreed to amend and restate the Existing Credit Agreement in its entirety as set forth in that certain Amended and Restated Credit Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") among the Borrowers, the Domestic Subsidiaries (as defined in the Credit Agreement) of the Borrowers party thereto as Guarantors (as defined in the Credit Agreement), the financial institutions party thereto from time to time as Lenders (as defined in the Credit Agreement), the financial institutions party thereto from time to time as Issuing Banks (as defined in the Credit Agreement), and the Administrative Agent, pursuant to which the Lender Group has agreed to extend credit to the Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, in connection with the Existing Credit Agreement, the parties hereto desire

to amend and restate the Existing Intellectual Property Security Agreement as provided herein;
and

WHEREAS, the Administrative Agent has agreed to act as administrative agent for the benefit of the Lender Group in connection with the transactions contemplated by the Credit Agreement; and

WHEREAS, each Pledgor will realize direct and indirect benefits as a result of the extensions of credit to the Borrowers pursuant to the Credit Agreement and each Pledgor has determined that its execution, delivery and performance of this Agreement is within such Pledgor's corporate, partnership or limited liability company purposes, as applicable, and in the best interests of such Pledgor; and

WHEREAS, it is a condition precedent to any extensions of credit under the Credit Agreement that all of the Pledgors shall have granted the security interest contemplated by this Agreement in order to secure the prompt and complete payment, observance and performance of, among other things, (a) the obligations of the Pledgors now or hereafter arising from this Agreement and (b) all of the Obligations of the Borrower Parties now or hereafter arising (including, without limitation, any interest, fees and other charges in respect of the Credit Agreement and the other Loan Documents that would accrue but for the filing of an Insolvency Proceeding with respect to the Borrower Parties, whether or not such claim is allowed in such Insolvency Proceeding) ((a) and (b) being hereinafter together referred to as the "Secured Obligations").

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the Pledgors hereby agree to amend and restate the Existing Intellectual Property Security Agreement in its entirety as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Credit Agreement. The Credit Agreement and the Subsidiary Guaranty and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks, Patents, Copyrights and Licenses. To secure the complete and timely payment, performance and satisfaction of all the Secured Obligations, each Pledgor hereby grants and pledges to the Administrative Agent, for the benefit of the Lender Group, a security interest in and lien on all of such Pledgor's right, title and interest in and to such Pledgor's now owned or existing and hereafter adopted, acquired or arising:

(a) (i) trademarks, service marks, service names, trade dress, logos, trade names and corporate names and in each case registrations and applications for registration thereof, including registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue or otherwise recover for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, service names, trade dress, logos, trade names and corporate names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (A)-(E) in this paragraph 4(a)(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks" and (ii) all proceeds of any and all of the foregoing including, without limitation, license royalties and proceeds of infringement suits.

(b) (i) patents and patent applications, including, without limitation, the patents and patent applications listed on Schedule 2 attached hereto and made a part hereof, and (A) all renewals thereof, (B) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, (D) the goodwill of such Pledgor's business symbolized by the foregoing and connected therewith, and (E) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing patents and patent applications, together with the items described in clauses (A)-(D) in this paragraph 4(b)(i), are sometimes hereinafter individually and/or collectively referred to as the "Patents"); and (ii) all proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(c) (i) copyrights and copyright registrations, including, without limitation, the copyright registrations and recordings thereof and all applications in connection therewith listed on Schedule 3 attached hereto and made a part hereof, and (A) all reissues, continuations, extensions or renewals thereof, (B) all income, royalties, damages and payments now and

hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (C) the right to sue for past, present and future infringements and dilutions thereof, and (D) all of such Pledgor's rights corresponding thereto throughout the world (all of the foregoing copyrights and copyright registrations, together with the items described in clauses (A)-(D) in this paragraph 4(c)(i), are sometimes hereinafter individually and/or collectively referred to as the "Copyrights"); and (ii) all products and proceeds of any and all of the foregoing, including, without limitation, license royalties and proceeds of infringement suits.

(d) rights under or interest in any patent, trademark, copyright or other intellectual property, including software, license agreements with any other party, whether such Pledgor is a licensee or licensor under any such license agreement, including, without limitation, the license agreements listed on Schedule 4 attached hereto and made a part hereof, and the right to use the foregoing in connection with the enforcement of the Administrative Agent's rights under the Credit Agreement, including without limitation, the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by such Pledgor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses"). Notwithstanding the foregoing provisions of this paragraph 4(d), the grant of a security interest in the Licenses shall not include any license agreement in effect as of the date hereof which by its terms prohibits the grant of the security interest contemplated by this Agreement or the assignment of Pledgor's rights under the License; provided, however, that upon the termination of such prohibitions for any reason whatsoever, the provisions of this paragraph 4(d) shall be deemed to apply thereto automatically; and provided, further however, that such Pledgor shall fully disclose to the Administrative Agent all such prohibitions contained in the Licenses listed on Schedule 4 and shall promptly notify the Administrative Agent upon the termination of such prohibitions.

5. Restrictions on Future Agreements. Each Pledgor agrees that it will not, without the Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and such Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or knowingly fail to take any action, which would in any material respect affect the validity or enforcement of the rights transferred to the Administrative Agent under this Agreement or the material rights associated with the Trademarks, Patents, Copyrights or Licenses (subject to Sections 8 and 10).

6. New Trademarks, Patents, Copyrights and Licenses. Each Pledgor represents and warrants that, from and after the date hereof, (a) the Trademarks listed on Schedule 1 under such Pledgor's name, include all of the Trademarks now owned or held by such Pledgor, (b) the Patents listed on Schedule 2 under such Pledgor's name include all of the Patents now owned or held by such Pledgor, (c) to the knowledge of such Pledgor, the Copyrights listed on Schedule 3 under such Pledgor's name include all of the Copyrights registered by such Pledgor on or after June 13, 2003 and that such Copyrights are subsisting and have not been adjudged invalid or unenforceable, (d) the Licenses listed on Schedule 4 under such Pledgor's name include all of the patent, trademark or copyright license agreements under which such Pledgor is the licensee or licensor, and (e) no Liens, claims or security interests, charges or encumbrances in such

Trademarks, Patents, Copyrights or Licenses have been granted by such Pledgor to any Person, which are still in effect, other than the Administrative Agent and except as permitted in the Credit Agreement. If, prior to the termination of this Agreement, any Pledgor shall (i) obtain rights to or become entitled to the benefit of any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications, (ii) obtain rights to or become entitled to the benefit of any new patent or patent application or any reissue, division, continuation, renewal, extension or continuation-in-part of any Patent or any improvement on any Patent, (iii) obtain rights to or become entitled to the benefit of any new copyrights or copyright registrations, (iv) obtain rights to or become entitled to the benefit of any new trademark, patent, copyright or other intellectual property license agreements, whether as licensee or licensor, or license renewals, or (v) enter into any new license agreement, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). Within forty-five days of the end of each fiscal year (or more frequently as reasonably requested by the Administrative Agent at any time that a Default exists), each Pledgor shall deliver to the Administrative Agent updates or supplements to Schedules 1, 2, 3 and 4 as of the last day of such fiscal year. Each Pledgor hereby authorizes the Administrative Agent to modify this Agreement unilaterally (i) by amending Schedule 1 to include any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications that are Trademarks under paragraph 4 above or under this paragraph 6, (ii) by amending Schedule 2 to include any future patents and patent applications, which are Patents under paragraph 4 above or under this paragraph 6, (iii) by amending Schedule 3 to include any future copyrights and copyright registrations and recordings thereof and all applications in connection therewith, which are Copyrights under paragraph 4 above or under this paragraph 6, (iv) by amending Schedule 4 to include any future trademark, patent, copyright or other intellectual property license agreements that are Licenses under paragraph 4 above or under this paragraph 6 and not otherwise excluded from the security interest granted under paragraph 4, and (v) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications and containing on Schedule 2 thereto, as the case may be, such future patents and patent applications, and containing on Schedule 3 thereto, as the case may be, such future copyrights and copyright registrations, and containing on Schedule 4 thereto, as the case may be, such future license agreements. The Administrative Agent agrees to provide notice to the Pledgors of any modification made pursuant to subclauses (i), (ii), (iii) or (iv) of the preceding sentence and with copies of any filings made pursuant to subclause (v) of such sentence.

7. Royalties. Each Pledgor hereby agrees that the use by the Administrative Agent of the Trademarks, Patents, Copyrights and Licenses as authorized hereunder in connection with the Administrative Agent's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with such Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender Group to such Pledgor.

8. Right to Inspect; Further Agreements and Security Interest. The Administrative Agent may from time to time hereafter (during normal business hours and upon reasonable

notice to the applicable Pledgor if no Event of Default has occurred and is continuing or at any time with or without notice if an Event of Default has occurred and is continuing), have access to, examine, audit and inspect such Pledgor's premises and examine such Pledgor's books, records and operations relating to the Trademarks, Patents, Copyrights and Licenses. Each Pledgor agrees not to sell or assign its respective interests in, or grant any security interest in or license under, the Trademarks, Patents, Copyrights or Licenses (other than non-material Trademarks no longer in use) without the prior and express written consent of the Administrative Agent.

9. Nature and Continuation of the Administrative Agent's Security Interest; Termination of the Administrative Agent's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks, Patents, Copyrights and Licenses and shall terminate only when the Secured Obligations have been paid in full in cash or otherwise satisfied to the satisfaction of the Lender Group and the obligation of the Lender Group to extend credit pursuant to the Credit Agreement has been terminated.

10. Duties of the Pledgors. Each Pledgor shall have the duty, to the extent desirable in the normal conduct of its business, (a) to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, (b) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of the Agreement, and (c) to take all necessary action to preserve and maintain all of such Pledgor's rights in the Trademarks, Patents, Copyrights and Licenses. Each Pledgor further agrees with respect to any of the Trademarks, Patents, Copyrights and Licenses material to the business of such Pledgor (i) not to abandon any Trademark, Patent, Copyright or License without the prior written consent of the Administrative Agent, and (ii) to maintain in full force and effect the Trademarks, Patents, Copyrights and Licenses. Any expenses incurred in connection with the foregoing shall be borne by the applicable Pledgor. Neither the Administrative Agent nor any member of the Lender Group shall have any duty, other than any duty imposed by law, with respect to the Trademarks, Patents, Copyrights or Licenses. Without limiting the generality of the foregoing, the Administrative Agent shall be under no obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights or Licenses against any other parties, but the Administrative Agent may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith (including, without limitation, reasonable fees and expenses of attorney and other professionals for the Administrative Agent) shall be for the sole account of such Pledgor and shall be added to the Secured Obligations secured hereby.

11. The Administrative Agent's Right to Sue. From and after the occurrence of an Event of Default, the Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks, Patents, Copyrights or Licenses and, if the Administrative Agent shall commence any such suit, such Pledgor shall, at the request of the Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by the Administrative Agent in aid of such enforcement. Each Pledgor shall, upon demand, promptly reimburse the Administrative Agent for all expenses to the extent and in

the manner set forth in the Credit Agreement of the Administrative Agent, including without limitation, all costs of enforcement,.

12. Waivers. The Administrative Agent's failure, at any time or times hereafter, to require strict performance by any Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Administrative Agent thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Pledgor and the Administrative Agent have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Administrative Agent unless such suspension or waiver is in writing signed by an officer of the Administrative Agent and directed to such Pledgor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies.

(a) Each Pledgor hereby irrevocably appoints the Administrative Agent its attorney-in-fact, with full authority in the place and stead of such Pledgor and in the name of such Pledgor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement to (i) endorse such Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Agent in the use of the Trademarks, Patents, Copyrights or Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks, Patents, Copyrights or Licenses to any Person, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks, Patents, Copyrights and Licenses to any Person, and (iv) take any other actions with respect to the Trademarks, Patents, Copyrights or Licenses as the Administrative Agent deems in its best interest for payment of the Secured Obligations. Each Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated at which time such power of attorney shall be revoked. Each Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Administrative Agent or any member of the Lender Group under the Credit Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement or in the other Loan Documents, all rights and remedies now or hereafter allowed by law or in equity or by statute or otherwise and the rights and remedies of a secured party under the UCC as enacted in any jurisdiction in which the Trademarks, Patents, Copyrights or Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Administrative Agent to exercise any of its remedies under Section 9-610, Section 9-620 or other equivalent provisions of the UCC as in effect in any jurisdiction with respect to the Trademarks, Patents, Copyrights and Licenses, each Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks, Patents, Copyrights and Licenses to the Administrative Agent or any transferee of the Administrative Agent and to execute and deliver to the Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in the Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of the Administrative Agent's rights and remedies with respect to the Trademarks, Patents, Copyrights or Licenses whether established hereby, by the Credit Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement or any of the other Loan Documents. Each Pledgor agrees that any notification of intended disposition of any of the Trademarks, Patents, Copyrights or Licenses required by law shall be deemed reasonable and properly given if given at least ten (10) days before such disposition; provided, however, that the Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

16. Indemnification by the Pledgors. Each Pledgor shall indemnify and hold harmless the Administrative Agent and each other member of the Lender Group and any other Person acting hereunder to the extent and in the manner set forth in Section 6.18 of the Credit Agreement. This provision shall survive the termination of this Agreement and the Credit Agreement and the repayment of the Secured Obligations.

17. Successors and Assigns. This Agreement shall be binding upon each Pledgor and its successors and assigns, and shall inure to the benefit of each of the Administrative Agent, the other members of the Lender Group and their respective nominees, successors and assigns. Each Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of such Pledgor; provided, however, that such Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Administrative Agent's prior written consent.

18. Governing Law. This Agreement shall be construed in accordance with and governed by the laws of the State of New York, without regard to the conflict of laws principles thereof, except to the extent that under the Uniform Commercial Code as in effect in the State of New York, from time to time, the validity or perfection of the security interest hereunder, or remedies hereunder, in respect of any particular Collateral are governed by the laws of a jurisdiction other than the State of New York.

19. Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to the Administrative Agent and each Pledgor, as

applicable, at such party's address specified in the Credit Agreement, or at such other address as shall be designated by such party in a written notice to the other party.

20. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

21. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of a counterpart hereof via facsimile transmission shall be effective as delivery of a manually executed counterpart of this Agreement hereof.

22. Merger. **THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER LOAN DOCUMENTS, REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES AND MAY NOT BE CONTRADICTED BY EVIDENCE OF PRIOR, CONTEMPORANEOUS OR SUBSEQUENT ORAL AGREEMENTS OF THE PARTIES. THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES.**

23. Effectiveness. This Agreement shall become effective on the date hereof.

24. New Pledgors. Pursuant to Section 6.21 of the Credit Agreement, any new Domestic Subsidiary (whether by acquisition, creation or designation) of any of the Borrower Parties, is required to enter into this Agreement by executing and delivering in favor of the Administrative Agent an instrument in the form of Annex 1 attached hereto. Upon the execution and delivery of Annex 1 by such new Domestic Subsidiary, such Domestic Subsidiary shall become a Pledgor hereunder with the same force and effect as if originally named as a Pledgor herein. The execution and delivery of any instrument adding an additional Pledgor as a party to this Agreement shall not require the consent of any Pledgor hereunder. The rights and obligations of each Pledgor hereunder shall remain in full force and effect notwithstanding the addition of any new Pledgor hereunder.

[Remainder of this page intentionally left blank]

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

Sworn to and subscribed before me this 28th day of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

LIONSHEAD CLOTHING COMPANY,
a Delaware corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier JR.
Title: Vice President

Sworn to and subscribed before me this 28th day of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

MERONA INDUSTRIES, INC., a Delaware corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier JR.
Title: Vice President

Sworn to and subscribed before me this 28th day of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

OXFORD CARIBBEAN, INC., a Delaware corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier JR.
Title: Vice President

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

OXFORD CLOTHING CORPORATION, a
Georgia corporation, as a Pledgor, to be known as
BEN SHERMAN CLOTHING, INC.
immediately following consummation of the
Acquisition

By: [Signature]
Name: J. Reese Lanier JR.
Title: Vice President

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

OXFORD GARMENT, INC., a Delaware
corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier JR.
Title: Vice President

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

OXFORD INDUSTRIES, INC., a Georgia
corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier JR.
Title: Vice President

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

OXFORD INTERNATIONAL, INC., a Georgia
corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier JR.
Title: Vice President

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

OXFORD OF SOUTH CAROLINA, INC.,
a South Carolina corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier JR
Title: Vice President

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

PIEDMONT APPAREL CORPORATION.,
a Delaware corporation, as a Pledgor

By: [Signature]
Name: J. Reese Lanier, JR.
Title: Vice President

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

VIEWPOINT INTERNATIONAL, INC.,
a Delaware corporation

By: [Signature]
Name: J. Reese Lanier Jr.
Title: Vice President

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

Donna J. Hunter
NOTARY PUBLIC
My Commission Expires: 4-7-05

TOMMY BAHAMA R&R HOLDINGS, INC., a
Delaware corporation

By: [Signature]
Name: J. Reese Lanier Jr.
Title: Vice President

INDIGO PALM FASHION ISLAND LCC,
a Delaware limited liability company,
INDIGO PALMS LV FORUM LLC,
a Delaware limited liability company,
INDIGO PALMS SANTANA ROW, LLC.
a Delaware limited liability company,
TOMMY BAHAMA ALA MOANA LLC,
a Delaware limited liability company,
TOMMY BAHAMA ATLANTIC CITY, LLC,
a Delaware limited liability company,
TOMMY BAHAMA BILTMORE, LLC,
a Delaware limited liability company,
TOMMY BAHAMA BIRMINGHAM, LLC, a Delaware
limited liability company
TOMMY BAHAMA BOCA RATON, LLC,
a Delaware limited liability company,
TOMMY BAHAMA CAFE EMPORIUM, LLC,
a Delaware limited liability company,
TOMMY BAHAMA CHARLESTON, LLC,
a Delaware limited liability company,
TOMMY BAHAMA CHERRY CREEK, LLC,
a Delaware limited liability company,
TOMMY BAHAMA CHICAGO, LLC,
a Delaware limited liability company,
TOMMY BAHAMA CORAL GABLES, LLC,
a Delaware limited liability company,
TOMMY BAHAMA FARMERS MARKET, LLC, a
Delaware limited liability company,
TOMMY BAHAMA KANSAS CITY, LLC,
a Delaware limited liability company,
TOMMY BAHAMA LA JOLLA, LLC,
a Delaware limited liability company,
TOMMY BAHAMA LAS OLAS LLC,
a Delaware limited liability company,
TOMMY BAHAMA LAS VEGAS, LLC,
a Delaware limited liability company,
**TOMMY BAHAMA LAS VEGAS FASHION
SHOW, LLC**, a Delaware limited liability company,
TOMMY BAHAMA LV FORUM, LLC,
a Delaware limited liability company,
TOMMY BAHAMA MANHATTAN VILLAGE, LLC, a
Delaware limited liability company,
TOMMY BAHAMA MAUNA LANI, LLC,
a Delaware limited liability company,

TOMMY BAHAMA MISSION VIEJO, LLC,
a Delaware limited liability company,
TOMMY BAHAMA MYRTLE BEACH, LLC,
a Delaware limited liability company,
TOMMY BAHAMA NEWPORT BEACH LLC,
a Delaware limited liability company,
TOMMY BAHAMA NORTH SCOTTSDALE, LLC, a
Delaware limited liability company,
TOMMY BAHAMA ORLANDO, LLC,
a Delaware limited liability company,
TOMMY BAHAMA PALM BEACH GARDENS, LLC, a
Delaware limited liability company,
TOMMY BAHAMA PALM DESERT, LLC,
a Delaware limited liability company,
TOMMY BAHAMA PALO ALTO, LLC,
a Delaware limited liability company,
TOMMY BAHAMA PASADENA, LLC,
a Delaware limited liability company,
TOMMY BAHAMA PHIPPS PLAZA, LLC,
a Delaware limited liability company,
TOMMY BAHAMA PRIMM, LLC,
a Delaware limited liability company,
TOMMY BAHAMA SAN DIEGO FASHION VALLEY,
LLC, a Delaware limited liability company,
TOMMY BAHAMA SAN JOSE, LLC,
a Delaware limited liability company,
TOMMY BAHAMA SARASOTA, LLC, a Delaware
limited liability company,
TOMMY BAHAMA ST. AUGUSTINE, LLC,
a Delaware limited liability company,
TOMMY BAHAMA SOUTH PARK NC, LLC,
a Delaware limited liability company,
TOMMY BAHAMA TAMPA, LLC,
a Delaware limited liability company,
TOMMY BAHAMA TROY, LLC,
a Delaware limited liability company,
TOMMY BAHAMA TUCSON, LLC,
a Delaware limited liability company,
TOMMY BAHAMA TYSONS GALLERIA, LLC,
a Delaware limited liability company,
TOMMY BAHAMA WAILEA, LLC,
a Delaware limited liability company,
TOMMY BAHAMA WALNUT CREEK, LLC,
a Delaware limited liability company,
TOMMY BAHAMA WEST PALM, LLC,
a Delaware limited liability company,

TOMMY BAHAMA WHALERS VILLAGE, LLC, a Delaware limited liability company,
TOMMY BAHAMA WOODBURY COMMON, LLC, a Delaware limited liability company,
TOMMY BAHAMA WOODLANDS, LLC, a Delaware limited liability company,

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005
Donna J. Hunter
NOTARY PUBLIC

My Commission Expires: 4-7-05

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005
Donna J. Hunter
NOTARY PUBLIC

My Commission Expires: 4-7-05

Sworn to and subscribed
before me this 28th day
of July, 2004

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005
Donna J. Hunter
NOTARY PUBLIC

My Commission Expires: 4-7-05

By: Tommy Bahama R&R Holdings, Inc., as sole member of each of the above-named limited liability companies

By: [Signature]
Name: J. Reese Lanier Jr.
Title: Vice President

TOMMY BAHAMA R&R TEXAS, INC., a Texas corporation

By: [Signature]
Name: J. Reese Lanier Jr.
Title: Vice President

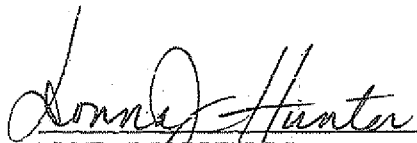
TOMMY BAHAMA AUSTIN, L.P., a Texas limited partnership,
TOMMY BAHAMA DALLAS, L.P., a Texas limited partnership,

By: TOMMY BAHAMA R&R TEXAS, INC., as general partner of each of the above-named limited partnerships

By: [Signature]
Name: J. Reese Lanier Jr.
Title: Vice President

Sworn to and subscribed
before me this 28th day
of July, 2004


SUNTRUST BANK, as Administrative Agent



NOTARY PUBLIC

My Commission Expires:

DONNA J. HUNTER
Notary Public, Gwinnett County, Georgia
My Commission Expires April 7, 2005

By: 
Name: E. Donald Besch Jr.
Title: managing Director

SCHEDULE 1

TRADEMARKS

Description	Application No.	Application Date
2 DRY	77029735	October 26, 2006
BEN SHERMAN	78887428	May 19, 2006
BLOCKPOINT	78842247	March 21, 2006
COTTON LAWN CHAIR	77290133	September 27, 2007
CYE	77057198	December 5, 2006
ECO COT	78930686	July 17, 2006
ENERGY SAVING	77211576	June 21, 2007
ETI	78936956	July 25, 2006
EVERPRESS	77165987	April 26, 2007
FROM THE LINKS TO LIFE	77225569	July 10, 2007
GET IT DONE (LATER)	77178116	May 10, 2007
GOLDEN SUN	78838493	March 16, 2006
GOLF TECH	77107992	February 15, 2007
GREEN CARE	77288659	September 25, 2007
H (AND DESIGN)	76633286	February 27, 2007
H (DESIGN)	71533889	October 23, 1951
HATHAWAY	78972056	September 12, 2006
HATHAWAY	78972047	September 12, 2006
HATHAWAY	78972039	September 12, 2006
HATHAWAY	78972063	September 12, 2006
HATHAWAY	78972036	September 12, 2006
HATHAWAY	78939239	July 27, 2006
HATHAWAY	73461515	March 12, 1985
HATHAWAY	73579278	September 30, 1986
HATHAWAY	78097843	February 25, 2003
HATHAWAY LICENSING CORPORATION	72332019	March 24, 1970
HATHAWAY PLATINUM	76591247	October 17, 2006
HATHAWAY SPORT	78109394	September 2, 2003
ISLAND RETREAT	77394919	February 12, 2008
KINGSTOWN	77313548	October 25, 2007
KINGSTOWN COLONY	77288564	September 25, 2007
KONA WIND	78934560	July 21, 2006
LADY HATHAWAY	78280509	September 6, 2005
LADY HATHAWAY	71533887	November 2, 1948
LEISURE TECH	77123241	March 6, 2007
LIFE IS ONE LONG WEEKEND	78029893	March 2, 2004
LOCALLY FAMOUS	77215744	June 26, 2007
LUX CARE	77077766	January 8, 2007

Description	Application No.	Application Date
LUXURY TOUCH	77394406	February 12, 2008
METRO LONDON	77365412	January 7, 2008
METRO LONDON	77365404	January 7, 2008
MICRO CURE	77172009	May 3, 2007
OCEAN PEACH	78930737	July 17, 2006
ORGANIC OXFORD	77157479	April 16, 2007
PANT GUARD	77209279	June 19, 2007
PARADISE AUTHENTIQUE	77288622	September 25, 2007
PATCH LICENSING LLC	72203290	
PATCH LICENSING LLC	73814391	March 6, 1990
PERMA SHAPE COLLAR	77214125	June 25, 2007
PINE FAB	78930732	July 17, 2006
POWER SWING	76540278	August 9, 2005
PURVEYOR OF ISLAND LIFESTYLES	77141681	March 27, 2007
PURVEYOR OF ISLAND LIFESTYLES	77158275	April 17, 2007
RELAX	77089039	January 23, 2007
RELAX IN STYLE	77288639	September 25, 2007
SET SAIL	77202699	June 11, 2007
SHIRT FREE	77225563	July 10, 2007
SHIRT GUARD	78961454	August 28, 2006
SILVERSTONE	77057223	December 5, 2006
SOLITUDE	77127976	March 12, 2007
SOLITUDE	78961464	August 28, 2006
SOLITUDE	78952176	August 15, 2006
SOLITUDE	78973821	September 13, 2006
SOLITUDE	78931273	July 17, 2006
SOLITUDE (Pocket stitching)	77061042	December 11, 2006
SUNRISE PEAK	78905585	June 12, 2006
SURFER'S CODE	78965101	August 31, 2006
TASTE PARADISE	77096403	February 1, 2007
TB 18 GOLF (stylized)	77123365	March 6, 2007
TECHNO DRY	78959315	August 24, 2006
TOMMY BAHAMA	78968024	September 6, 2006
TOMMY BAHAMA	77128084	March 12, 2007
TOMMY BAHAMA	78623189	May 4, 2005
TOMMY BAHAMA	78976654	October 23, 2002
TOMMY BAHAMA	77295945	October 4, 2007
TOMMY BAHAMA	77059169	December 7, 2006
TOMMY BAHAMA	77333789	November 20, 2007
TOMMY BAHAMA	77333785	November 20, 2007
TOMMY BAHAMA	77333793	November 20, 2007
TOMMY BAHAMA	77333797	November 20, 2007

Description	Application No.	Application Date
TOMMY BAHAMA (W/DESIGN)	78856819	April 7, 2006
TOMMY BAHAMA EST. 1993 RELAX	78868344	April 24, 2006
TOMMY BAHAMA GOLDEN SUN	78838489	March 16, 2006
TOMMY BAHAMA ISLAND COASTAL CUISINE	77405973	February 26, 2008
TOMMY BAHAMA RELAX	78860957	April 13, 2006
TOMMY BAHAMA RELAX	77022408	October 17, 2006
TOMMY BAHAMA RELAX	77022410	October 17, 2006
TOMMY BAHAMA RELAX	77022413	October 17, 2006
TOMMY BAHAMA RELAX	78860957	October 30, 2007
TOMMY BAHAMA RELAX QUALITY SINCE 1993	78868314	April 24, 2006
TOMMY BAHAMA THE ISLAND COASTAL CUISINE (STYLIZED AND/OR WITH DESIGN)	77394404	February 12, 2008
TOMMY BAHAMA WHITE SAND	78838511	March 16, 2006
TOMMY BAHAMA'S ISLAND GRILLE	77287045	September 24, 2007
TOMMY BAHAMA'S TROPICAL CAFÉ	75267332	November 11, 1997
TRANQUILITY BAY	77230085	July 16, 2007
TRANQUILITY BAY	77230084	July 16, 2007
TRI BUTTON	77022417	October 17, 2006
TRUST THE TRADITION	77128003	March 12, 2007
ULTIMATE DENIM	78601103	April 4, 2005
ULTIMATE TRAVELER	78494103	October 4, 2004
VERI COOL	78852562	April 3, 2006
VERI DRY	77205983	June 14, 2007
WHITE SAND	78838523	March 16, 2006
WILLIS & WALKER	78806508	February 3, 2006
WYOMING WIND	78735295	October 18, 2005
ZEN TINI LIQUID NIRVANA	77312887	October 25, 2007