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**UNITED STATES  
SECURITIES AND EXCHANGE COMMISSION**

Washington, D.C. 20549

**FORM 10-K**

- ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the fiscal year ended January 29, 2011

or

- TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from \_\_\_\_\_ to \_\_\_\_\_

Commission File Number: 1-4365

**OXFORD INDUSTRIES, INC.**

(Exact name of registrant as specified in its charter)

**Georgia**

(State or other jurisdiction of incorporation or organization)

**58-0831862**

(I.R.S. Employer Identification No.)

**222 Piedmont Avenue, N.E., Atlanta, Georgia 30308**

(Address of principal executive offices) (Zip Code)

Registrant's telephone number, including area code:  
**(404) 659-2424**

Securities registered pursuant to Section 12(b) of the Act:

Title of each class	Name of each exchange on which registered
Common Stock, \$1 par value	New York Stock Exchange

Securities registered pursuant to Section 12(g) of the Act:

**NONE**

Indicate by check mark if the registrant is a well-known seasoned issuer as defined in Rule 405 of the Securities Act. Yes  No

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act. Yes  No

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days. Yes  No

Indicate by check mark whether the registrant has submitted electronically and posted on its corporate Web site, if any, every Interactive Data File required to be submitted and posted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit and post such files). Yes  No

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K.

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer or a smaller reporting company. See the definitions of "large accelerated filer," "accelerated filer" and "smaller reporting company" in Rule 12b-2 of the Exchange Act.

Large accelerated filer

Accelerated filer

Non-accelerated filer

(Do not check if a  
smaller reporting company)

Smaller reporting company

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act). Yes  No

As of July 30, 2010, which is the last business day of the registrant's most recently completed second fiscal quarter, the aggregate market value of the voting stock held by non-affiliates of the registrant (based upon the closing price for the common stock on the New York Stock Exchange on that date) was approximately \$310,525,883. For purposes of this calculation only, shares of voting stock directly and indirectly attributable to executive officers, directors and holders of 10% or more of the registrant's voting stock (based on Schedule 13G filings made as of or prior to July 31, 2010) are excluded. This determination of affiliate status and the calculation of the shares held by any such person are not necessarily conclusive determinations for other purposes.

Indicate the number of shares outstanding of each of the registrant's classes of common stock, as of the latest practicable date.

<u>Title of Each Class</u>	<u>Number of Shares Outstanding as of March 25, 2011</u>
Common Stock, \$1 par value	16,525,566

#### **Documents Incorporated by Reference**

Portions of our proxy statement to be filed with the Securities and Exchange Commission pursuant to Regulation 14A relating to the Annual Meeting of Shareholders of Oxford Industries, Inc. to be held on June 15, 2011 are incorporated by reference in Part III of this Form 10-K.

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## CAUTIONARY STATEMENTS REGARDING FORWARD-LOOKING STATEMENTS

Our SEC filings and public announcements may include forward-looking statements about future events. Generally, the words "believe," "expect," "intend," "estimate," "anticipate," "project," "will" and similar expressions identify forward-looking statements, which generally are not historical in nature. We intend for all forward-looking statements contained herein, in our press releases or on our website, and all subsequent written and oral forward-looking statements attributable to us or persons acting on our behalf, to be covered by the safe harbor provisions for forward-looking statements within the meaning of the Private Securities Litigation Reform Act of 1995 and the provisions of Section 27A of the Securities Act of 1933 and Section 21E of the Securities Exchange Act of 1934 (which Sections were adopted as part of the Private Securities Litigation Reform Act of 1995). Important assumptions relating to these forward-looking statements include, among others, assumptions regarding the impact of economic conditions on consumer demand and spending, demand for our products, timing of shipments requested by our wholesale customers, expected pricing levels, competitive conditions, the timing and cost of planned capital expenditures, costs of products and raw materials we purchase, costs of labor, access to capital and/or credit markets, acquisition and disposition activities, expected outcomes of pending or potential litigation and regulatory actions and disciplined execution by key management. Forward-looking statements reflect our current expectations, based on currently available information, and are not guarantees of performance. Although we believe that the expectations reflected in such forward-looking statements are reasonable, these expectations could prove inaccurate as such statements involve risks and uncertainties, many of which are beyond our ability to control or predict. Should one or more of these risks or uncertainties, or other risks or uncertainties not currently known to us or that we currently deem to be immaterial, materialize, or should underlying assumptions prove incorrect, actual results may vary materially from those anticipated, estimated or projected. Important factors relating to these risks and uncertainties include, but are not limited to, those described in Part I, Item 1A. Risk Factors and elsewhere in this report and those described from time to time in our future reports filed with the SEC.

We caution that one should not place undue reliance on forward-looking statements, which speak only as of the date on which they are made. We disclaim any intention, obligation or duty to update or revise any forward-looking statements, whether as a result of new information, future events or otherwise, except as required by law.

## DEFINITIONS

Unless the context requires otherwise, the following terms, or words of similar import, have the following meanings:

Our, us or we: Oxford Industries, Inc. and its consolidated subsidiaries

U.S. Revolving Credit Agreement: Our \$175 million revolving credit facility, as described in Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in this report

U.K. Revolving Credit Agreement: Our £7 million revolving credit facility, as described in Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in this report

11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes: Our 11.375% senior secured notes due 2015, as described in Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in this report

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8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes: Our 8.875% senior unsecured notes due 2011, which were satisfied and discharged in June 2009, as described in Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations in this report

SG&A: Selling, general and administrative expenses

SEC: U.S. Securities and Exchange Commission

FASB: Financial Accounting Standards Board

U.S. GAAP: Generally accepted accounting principles in the United States

ASC: FASB Accounting Standards Codification

The terms listed below reflect the respective period noted:

Fiscal 2011	52 weeks ending January 28, 2012
Fiscal 2010	52 weeks ended January 29, 2011
Fiscal 2009	52 weeks ended January 30, 2010
Fiscal 2008	52 weeks ended January 31, 2009
Eight-month transition period ended February 2, 2008	35 weeks and one day ended February 2, 2008
Fiscal 2007	52 weeks ended June 1, 2007
Fiscal 2006	52 weeks ended June 2, 2006
Fourth quarter fiscal 2010	13 weeks ended January 29, 2011
Third quarter fiscal 2010	13 weeks ended October 30, 2010
Second quarter fiscal 2010	13 weeks ended July 31, 2010
First quarter fiscal 2010	13 weeks ended May 1, 2010
Fourth quarter fiscal 2009	13 weeks ended January 30, 2010
Third quarter fiscal 2009	13 weeks ended October 31, 2009
Second quarter fiscal 2009	13 weeks ended August 1, 2009
First quarter fiscal 2009	13 weeks ended May 2, 2009

**PART I**

**Item 1. *Business***

**BUSINESS AND PRODUCTS**

**Overview**

We are an international apparel design, sourcing and marketing company featuring a diverse portfolio of owned lifestyle brands, featuring Tommy Bahama®, Lilly Pulitzer® and Ben Sherman®, as well as owned and licensed brands of tailored clothing and golf apparel. We distribute our owned lifestyle branded products through a variety of upscale department stores and specialty stores as well as company owned retail stores and e-commerce websites. Additionally, we operate Tommy Bahama restaurants, which are generally adjacent to certain of our Tommy Bahama retail stores. Our branded and private label tailored clothing products are distributed through department stores, specialty stores, national chains, specialty catalogs, mass merchants and Internet retailers. Originally founded in 1942, we have undergone a transformation as we migrated from our historical domestic manufacturing roots towards a focus on designing, sourcing and marketing apparel products bearing prominent trademarks owned by us. During fiscal 2010, approximately 85% of our net sales, excluding sales of our discontinued operations, were from products bearing brands that we own. We anticipate that this percentage will increase in the future with our acquisition of Sugartown Worldwide, Inc., or Sugartown, which owns the Lilly Pulitzer brand and operations, in December 2010 and as we continue to develop our owned brands.

A key component of our business strategy is to develop and market compelling lifestyle brands and products that are "fashion right" and evoke a strong emotional response from our target consumers. As part of this strategy, we strive to exploit the potential of our existing brands and products domestically and internationally and, as suitable opportunities arise, to acquire additional lifestyle brands that we believe fit within our business model. We consider "lifestyle" brands to be those brands that have a clearly defined and targeted point of view inspired by an appealing lifestyle or attitude, such as the Tommy Bahama, Lilly Pulitzer and Ben Sherman brands. We believe that by generating an emotional connection with our target consumer, lifestyle brands can command higher price points at retail, resulting in higher earnings. We also believe a successful lifestyle brand can provide opportunities for branded retail operations as well as licensing opportunities in product categories beyond our core business.

Our strategy of emphasizing owned lifestyle branded apparel products is driven in part by the continued consolidation in the retail industry and the increasing concentration of apparel manufacturing in a relatively limited number of offshore markets. We believe that these two trends will continue to make the branded apparel business model more appealing than a business focused on private label apparel, which we define as products sold exclusively to one customer under a brand name that is owned by or licensed to such customer and not owned by the seller.

Significant steps we have undertaken to accomplish this transition towards our brand-focused strategy have included the June 2003 acquisition of the Tommy Bahama brand and operations; the July 2004 acquisition of the Ben Sherman brand and operations; the June 2006 divestiture of our former Womenswear Group operations, which produced private label women's sportswear, primarily for mass merchants; and the closing of all but one of our manufacturing facilities. In fiscal 2010, we took two very important additional steps in continuing our transition with our December 21, 2010 acquisition of the Lilly Pulitzer brand and operations and the January 3, 2011 divestiture of substantially all of the operations and assets of our former Oxford Apparel Group, which produced a mix of private label and branded sportswear, primarily for department stores, mass merchants, national chains and discount retailers. In the future, we may add additional lifestyle brands to our portfolio, if we identify appropriate lifestyle brands which meet our investment criteria.

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Since acquiring the Tommy Bahama brand and operations and the Ben Sherman brand and operations, we have invested significant resources in those brands through various methods including increasing their full-price retail store footprints, developing and enhancing their e-commerce websites and funding marketing initiatives which increase the visibility of the brands. We anticipate further investments in Tommy Bahama, Lilly Pulitzer and Ben Sherman to increase the retail store footprint of the brands, further enhance the brands' e-commerce operations, and expand Tommy Bahama to markets outside of North America. We believe our strong balance sheet and liquidity coupled with positive cash flow from operations will provide us ample liquidity to fund these investments, while at the same time allowing us to maintain the financial flexibility to opportunistically enhance our capital structure and pursue desirable acquisitions, if any.

We distribute our products through several wholesale distribution channels, including department stores, specialty stores, national chains, specialty catalogs, mass merchants and Internet retailers. Approximately 90% of our consolidated net sales in fiscal 2010 were to customers located in the United States, with the remaining net sales primarily being sales of our Ben Sherman products in the United Kingdom and Europe. Our ten largest customers represented approximately 32% of our consolidated net sales for fiscal 2010, with no individual customer representing more than 10% of our consolidated net sales. We also operate retail stores, restaurants and Internet websites for some of our brands. During fiscal 2010, direct to consumer sales from our retail stores, restaurants and Internet websites accounted for approximately 48% of our consolidated net sales.

Our business is primarily operated through four operating groups consisting of:

- Tommy Bahama;
- Lilly Pulitzer;
- Ben Sherman; and
- Lanier Clothes.

Generally, each operating group is differentiated by its own distinctive brands or products, product styling, pricing strategies, distribution channels and target consumers. Each operating group is managed to maximize the long-term sustainable return on capital invested and to develop its brands and operations in coordination with our overall strategic plans.

We believe that maintaining and growing our owned and licensed brands are critical to our success. Our owned brands include the following:

Tommy Bahama®  
Billy London®  
Arnold Brant®

Lilly Pulitzer®  
Oxford Golf®

Ben Sherman®  
Nickelson®

We currently hold licenses to produce and sell certain categories of apparel products under the following brands:

Kenneth Cole®

Dockers®

Geoffrey Beene®

Sales of products using licensed brands accounted for approximately 8% of our net sales in fiscal 2010. In addition to their branded sales, Lanier Clothes also sells private label products, which comprised approximately 7% of our consolidated net sales in fiscal 2010.

We operate in highly competitive domestic and international markets in which numerous U.S.-based and foreign apparel firms compete. Additionally, the apparel industry is cyclical and dependent upon the overall level of discretionary consumer spending, which changes as regional, domestic and international economic conditions change. Often, negative economic conditions have a longer and more severe impact on the apparel and retail industry than the conditions have on other

industries. The weak global economic conditions that began in fiscal 2008 continued to impact each of our operating groups through fiscal 2010, although we did observe some signs of recovery. We continue to focus on minimizing inventory markdown risk and promotional pressure, but at the same time we anticipate purchasing inventory more aggressively in 2011 if economic conditions continue to show improvement. We believe that fiscal 2011 will be impacted by pricing pressures on raw materials, fuel, transportation and other costs necessary for the production and sourcing of apparel products.

In addition to the impact of competition and economic factors, our operations are subject to certain other risks, many of which are beyond our ability to control or predict. Important factors relating to certain risks which could impact our business include, but are not limited to, those described in Part I, Item 1 A. Risk Factors of this report.

### Operating Groups

Our business is primarily operated through four operating groups: Tommy Bahama, Lilly Pulitzer, Ben Sherman and Lanier Clothes. We identify our operating groups based on the way our management organizes the components of our business for purposes of allocating resources and assessing performance. All amounts included in this report and in our consolidated financial statements reflect our changes in operating groups during fiscal 2010 including (1) the acquisition of the Lilly Pulitzer brand and operations, resulting in the creation of our Lilly Pulitzer operating group, (2) the sale of substantially all of the operations and assets of our former Oxford Apparel operating group, which are now classified as discontinued operations, (3) the reclassification of our Oxford Golf business and our Lyons, Georgia distribution center operations into Corporate and Other, as these activities were previously included in Oxford Apparel, but will continue to be operated by us, and (4) the reclassification of certain corporate service costs from Oxford Apparel, where they were previously allocated, to Corporate and Other, as there is uncertainty in whether there will be a reduction in those costs as a result of the Oxford Apparel sale. The tables below present certain financial information about our operating groups (in thousands).

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>
<b>Net Sales</b>		
Tommy Bahama	\$ 398,510	\$ 363,084
Lilly Pulitzer(1)	5,959	—
Ben Sherman	86,920	102,309
Lanier Clothes	103,733	114,542
Corporate and Other(2)	8,825	5,371
<b>Total</b>	<u>\$ 603,947</u>	<u>\$ 585,306</u>
<b>Operating Income (Loss)</b>		
Tommy Bahama(3)	\$ 51,081	\$ 37,515
Lilly Pulitzer(1)	(372)	—
Ben Sherman(4)	(2,664)	(8,616)
Lanier Clothes	14,316	12,389
Corporate and Other(2)	(21,699)	(22,378)
<b>Total</b>	<u>\$ 40,662</u>	<u>\$ 18,910</u>

- (1) Lilly Pulitzer's operating results are included in our consolidated operating results from the date of acquisition, December 21, 2010, through January 29, 2011. Lilly Pulitzer's operating results were negatively impacted by \$0.8 million of charges included in cost of goods sold associated with the write-up of inventory from cost to fair value and \$0.2 million of changes in fair value of contingent consideration arrangements associated



with the Lilly Pulitzer acquisition pursuant to the purchase method of accounting for acquisitions.

- (2) Corporate and Other is a reconciling category for reporting purposes and includes our corporate offices, substantially all financing activities, LIFO inventory accounting adjustments and other costs that are not allocated to our operating groups. Corporate and Other also includes the operations of our Oxford Golf business and our Lyons, Georgia distribution center, which were previously included in Oxford Apparel, but were not sold, and certain corporate service costs which were previously allocated to Oxford Apparel. Therefore, the Corporate and Other net sales and operating income (loss) do not equal amounts previously reported. Fiscal 2010 included \$3.8 million of LIFO accounting charges and \$0.8 million of transaction costs associated with the acquisition of the Lilly Pulitzer brand and operations, which were partially offset by the impact of a \$2.2 million reduction in an existing environmental reserves liability, while fiscal 2009 included LIFO accounting charges of \$4.9 million.
- (3) Tommy Bahama's operating results included charges of \$0.5 million in fiscal 2009 related to certain fixed asset impairment charges.
- (4) Ben Sherman's operating results included restructuring and other charges of \$3.2 million and \$2.0 million in fiscal 2010 and fiscal 2009, respectively. The fiscal 2010 charges primarily related to charges associated with the termination of certain retail store leases in the United Kingdom and fixed asset impairment charges, while the fiscal 2009 charges primarily related to Ben Sherman's exit from its footwear, kids' and women's operations and other streamlining initiatives.

	January 29, 2011	January 30, 2010
<b>Assets</b>		
Tommy Bahama	\$ 274,140	\$ 256,759
Lilly Pulitzer	79,476	—
Ben Sherman	67,478	69,775
Lanier Clothes	35,530	39,213
Corporate and Other	44,102	3,062
Assets related to Discontinued Operations	57,745	56,365
<b>Total</b>	<u>\$ 558,471</u>	<u>\$ 425,174</u>

Total assets for Corporate and Other include a LIFO reserve of \$46.0 million and \$44.4 million as of January 29, 2011 and January 30, 2010, respectively. The increase in Corporate and Other from January 30, 2010 to January 29, 2011 is primarily due to the accumulation of cash on hand during fiscal 2010. Assets related to discontinued operations primarily consist of receivables and inventories associated with our former Oxford Apparel Group, which, net of any outstanding liabilities associated with the discontinued operations, we expect to be converted to cash during the first half of fiscal 2011. For more details on each of our operating groups, see Note 10 of our consolidated financial statements and Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, both included in this report. For financial information about geographic areas, see Note 10 of our consolidated financial statements, included in this report.

#### ***Tommy Bahama***

Tommy Bahama designs, sources and markets men's and women's sportswear and related products that are intended to define casually elegant island living consistent with Tommy Bahama's aspirational lifestyle. Tommy Bahama's products can be found in our own retail stores, on our e-commerce site,

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www.tommybahama.com, and in certain department stores and independent specialty stores throughout the United States. The target consumers of Tommy Bahama are affluent 35 and older men and women who embrace a relaxed and casual approach to daily living.

A key component of our Tommy Bahama strategy is to operate our own retail stores and e-commerce website, which we believe permits us to develop and build brand awareness by presenting our products in a setting specifically designed to evoke the lifestyle on which they are based. The marketing of our Tommy Bahama brand also uses print, catalogs, correspondence with loyal customers, email and Internet advertising and tradeshow initiatives. We also provide point-of-sale materials and signage to our wholesale customers to enhance the presentation of our Tommy Bahama products at their retail locations. We employ cooperative advertising programs with certain Tommy Bahama wholesale customers.

### *Design, Sourcing and Distribution*

We believe the quality and design of Tommy Bahama products are critical to the continued success of the Tommy Bahama brand. Tommy Bahama products are designed by product specific teams who focus on the target consumer. The design process includes feedback from buyers, consumers and sales agents, along with market trend research. Our Tommy Bahama apparel products generally incorporate fabrics made of cotton, silk, linen, nylon, leather, tencel or blends including one or more of these fiber types.

We operate a buying office located in Hong Kong to manage the production and sourcing of substantially all of our Tommy Bahama products. Tommy Bahama products are generally acquired by us as package purchases of finished goods, which are manufactured to our specifications. We typically do not take title to the goods until they are shipped by the manufacturer to us. During fiscal 2010, we utilized approximately 150 suppliers, which are primarily located in China, to manufacture our Tommy Bahama products on an order-by-order basis. The largest ten suppliers of Tommy Bahama products provided approximately 60% of the products acquired during fiscal 2010.

Activities at our Tommy Bahama distribution center in Auburn, Washington include receiving finished goods from suppliers, inspecting the products and shipping the products to our wholesale customers, our Tommy Bahama retail stores and our e-commerce customers. We seek to maintain sufficient levels of Tommy Bahama inventory at the distribution center to support pre-booked orders and anticipated sales volume of our wholesale customers and our direct to consumer operations.

### *Direct to Consumer Operations*

The components of our Tommy Bahama direct to consumer strategy include retail store, restaurant and e-commerce operations and represented approximately 65% of Tommy Bahama's net sales in fiscal 2010. Retail store, restaurant and e-commerce net sales accounted for approximately 46%, 13% and 6%, respectively, of Tommy Bahama's net sales in fiscal 2010.

Continued growth and development of our retail store operations is a critical part of our overall strategy for the Tommy Bahama brand. This strategy includes locating retail stores in upscale malls, lifestyle shopping centers and resort destinations. Generally, we seek malls and shopping areas with high-profile or luxury consumer brands. Our retail stores carry a wide range of merchandise, including apparel, home products and accessories, all presented in an island-inspired atmosphere designed to be comfortable and distinct.

Our Tommy Bahama full-price retail stores allow us the opportunity to present Tommy Bahama's full line of current season products, including many licensed products. We believe these retail stores provide high visibility for the Tommy Bahama brand and products and also enable us to stay close to the needs and preferences of our consumers. We believe our presentation of products and our strategy

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to limit promotional sales in our own retail stores are good for the Tommy Bahama brand and, in turn, enhance business with our wholesale customers. Our Tommy Bahama outlet stores serve an important role in overall inventory management by allowing us to sell discontinued and out-of-season products at better prices than are otherwise available from outside parties, while helping us to protect the integrity of the Tommy Bahama brand through controlled distribution.

The table below details the number and average square feet of Tommy Bahama retail stores operated by us as of January 29, 2011.

	Restaurant-retail Locations	Full-Price Stores	Outlet Stores	Total
California	3	15	4	22
Florida	4	13	2	19
Hawaii	2	4	1	7
Texas	1	4	2	7
Nevada	1	3	1	5
Arizona	1	2	—	3
Virginia	—	2	1	3
Other	1	17	5	23
<b>Total</b>	<b>13</b>	<b>60</b>	<b>16</b>	<b>89</b>
Average square feet(1)	11,600	3,600	5,500	

- (1) Average square feet for restaurant-retail locations include average retail space and restaurant space of 4,000 and 7,600 square feet, respectively.

For Tommy Bahama's full-price retail stores and restaurant-retail locations operating for the full fiscal 2010 year, sales per square foot, excluding restaurant sales and restaurant space, were approximately \$580 during fiscal 2010, compared to \$520 for stores operating for the full fiscal 2009 year. We expect to open seven to ten retail locations in fiscal 2011, although the specific locations and timing have not been finalized yet. We currently anticipate maintaining this level of new store openings in future years as well. The operation of retail stores and restaurant-retail locations requires a greater amount of capital investment than wholesale operations. Based on our anticipated build out costs for Tommy Bahama retail stores, outlet stores and restaurant-retail locations, we estimate that we will spend approximately \$1.6 million, \$0.6 million and \$5.0 million on average in connection with the build-out of a full-price retail store, outlet store and restaurant-retail location, respectively, although individual locations will differ from this depending on a variety of factors. Often, the landlord provides certain incentives to fund a portion of these capital expenditures.

In addition to our retail stores, our direct-to-consumer approach includes the [tommybahama.com](http://tommybahama.com) website, which represented approximately 6% of Tommy Bahama's net sales during fiscal 2010. The website allows consumers to buy Tommy Bahama products directly from us via the Internet. This website has also enabled us to significantly increase our database of customer contacts which allows us to communicate directly and frequently with consenting consumers.

#### *Wholesale Operations*

To complement our direct-to-consumer operations and have access to a larger group of consumers, we continue to maintain our wholesale operations for Tommy Bahama. Wholesale sales for Tommy Bahama accounted for approximately 35% of Tommy Bahama's net sales in fiscal 2010. We believe that the integrity and continued success of the Tommy Bahama brand is dependent in part upon careful selection of the retailers through which Tommy Bahama products are sold. Part of our wholesale strategy is to control the distribution of our Tommy Bahama products in a manner intended to protect

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and grow the value of the brand. During fiscal 2010, substantially all of Tommy Bahama's sales were to customers within the United States, and approximately 10% of Tommy Bahama's net sales were to its largest customer, Nordstrom.

We maintain Tommy Bahama apparel sales offices and showrooms in several locations, including New York and Seattle, to facilitate sales to our wholesale customers. Our Tommy Bahama wholesale operations utilize a sales force primarily consisting of independent commissioned sales representatives.

*Licensing Operations*

We believe licensing is an attractive business opportunity for the Tommy Bahama brand. Once a brand is established, licensing typically requires modest additional investment for us but can yield high-margin income. It also affords the opportunity to enhance overall brand awareness and exposure. In evaluating a licensee for Tommy Bahama, we typically consider the candidate's experience, financial stability, sourcing expertise and marketing ability. We also evaluate the marketability and compatibility of the proposed licensed products with other Tommy Bahama products.

Our agreements with Tommy Bahama licensees are for specific geographic areas and expire at various dates in the future, and in limited cases include contingent renewal options. Generally, the agreements require minimum royalty payments as well as royalty payments and, in some cases, advertising payments and/or obligations based on specified percentages of the licensee's net sales of the licensed products. Our license agreements generally provide us the right to approve all products, advertising and proposed channels of distribution.

Third party license arrangements for our Tommy Bahama products include the following product categories:

Men's and women's watches	Ceiling fans	Indoor furniture
Men's and women's eyewear	Rugs	Outdoor furniture
Men's belts and socks	Wallcoverings	Bedding and bath linens
Men's and women's fragrances	Luggage	Table top accessories
Shampoo, soap and bath amenities	Sleepwear	

In addition to our licenses for the specific product categories listed above, we have also entered into certain international license agreements which allow those licensees to distribute certain Tommy Bahama branded products in Canada, the United Arab Emirates, Australia, New Zealand and South Africa. In addition to selling Tommy Bahama goods to wholesale accounts, the licensees have opened retail stores in their respective geographic regions. As of January 29, 2011, our licensees operated 13 retail stores in Canada, Australia and the United Arab Emirates.

*Lilly Pulitzer*

Lilly Pulitzer is a designer, marketer and distributor of upscale collections of women's and girl's dresses, sportswear and other products. Lilly Pulitzer was originally created in the late 1950's and is an affluent brand with a heritage and aesthetic based on the Palm Beach resort lifestyle. The brand is somewhat unique among women's brands in that it has demonstrated multi-generational appeal. The brand targets three distinct groups of women: young women recently graduated from college; young mothers and their daughters; and women who are not tied to the academic calendar. Lilly Pulitzer products can be found in our owned Lilly Pulitzer stores, in Lilly Pulitzer Signature Stores, as described below, and on our Lilly Pulitzer website, [www.lilypulitzer.com](http://www.lilypulitzer.com), as well as in certain department stores and a variety of independent specialty stores. We also license the Lilly Pulitzer name for various product categories.

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We acquired the Lilly Pulitzer brand on December 21, 2010 and anticipate growth opportunities in the brand's retail, e-commerce, wholesale and licensing operations in the future. We believe that there is significant opportunity to expand the reach of the brand, while at the same time maintaining the exclusive distribution that Lilly Pulitzer has historically maintained. Net sales for Lilly Pulitzer for the 2010 calendar year, which is not directly comparable to our fiscal year, were approximately \$72 million. Of the \$72 million in net sales, approximately 55%, 35% and 10% of the net sales were through the wholesale, retail and e-commerce distribution channels, respectively. Only the portion of Lilly Pulitzer's net sales and operating results subsequent to the date of acquisition in fiscal 2010 are included in our consolidated financial statements.

The Lilly Pulitzer brand is marketed through print, moving media, Internet marketing and tradeshow initiatives. Lilly Pulitzer provides point-of-sale materials and signage to wholesale customers to enhance the presentation of Lilly Pulitzer products at third party retail locations. Lilly Pulitzer also employs cooperative advertising programs with certain wholesale customers.

### *Design, Sourcing and Distribution*

We believe product quality and design are critical to the continued success of the Lilly Pulitzer brand. Lilly Pulitzer's products are developed by our dedicated design teams located at the Lilly Pulitzer headquarters in King of Prussia, Pennsylvania. Our Lilly Pulitzer design teams focus on the target consumer, and the design process combines feedback from buyers, consumers and our sales force, along with market trend research. Lilly Pulitzer apparel products are designed to incorporate various fiber types, including cotton, silk, linen and other natural and man-made fibers or blends of two or more of these materials.

Lilly Pulitzer utilizes a combination of in-house employees in our King of Prussia offices and a number of third party buying agents primarily based in Asia to manage the production and sourcing of the majority of the Lilly Pulitzer apparel products. Through its buying agents and direct sourcing, Lilly Pulitzer used approximately 30 suppliers located primarily in China, Hong Kong and Macau to manufacture the Lilly Pulitzer products on an order-by-order basis during the 2010 calendar year. The largest ten suppliers provided approximately 75% of the Lilly Pulitzer products acquired during the 2010 calendar year. Substantially all of the Lilly Pulitzer products are package purchases of finished goods, which are manufactured to our specifications. Lilly Pulitzer typically does not take title to the goods until the goods are shipped by the manufacturer.

Lilly Pulitzer operates a distribution center in King of Prussia, Pennsylvania for the Lilly Pulitzer operations. Distribution center activities include receiving finished goods from suppliers, inspecting the products and shipping the products to wholesale customers and the Lilly Pulitzer retail stores. We seek to maintain sufficient levels of inventory to support pre-booked orders and anticipated sales volume.

### *Wholesale Operations*

Part of our strategy is to maintain controlled distribution to protect and grow the Lilly Pulitzer brand. During the 2010 calendar year, which is not directly comparable to our fiscal year, approximately 55% of Lilly Pulitzer's net sales were sales to wholesale customers.

During calendar year 2010, which is not directly comparable to our fiscal year, approximately 47% of Lilly Pulitzer's wholesale sales were to certain wholesale customers, which we refer to as Lilly Pulitzer Signature Stores. For these stores, we enter into agreements whereby we grant the other party the right to operate a store as a Lilly Pulitzer Signature Store within a specified geographic area, subject to certain conditions, including designating a portion of the store specifically for Lilly Pulitzer products, the purchase of reasonable quantities of Lilly Pulitzer products, and adhering to certain brand appropriate specifications. These agreements are generally for one- or two-year period, renewable at the option of Lilly Pulitzer. As of January 29, 2011, there were approximately 70 Lilly Pulitzer

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Signature Stores. The remaining 53% of wholesale sales were to specialty stores and a limited number of select Belk, Dillard's, Bloomingdale's, Lord & Taylor and Saks Fifth Avenue stores. No single wholesale customer of Lilly Pulitzer accounted for more than 10% of Lilly Pulitzer's wholesale sales during calendar year 2010.

We maintain Lilly Pulitzer apparel sales offices and showrooms in several locations, including King of Prussia, Pennsylvania and New York. Our wholesale operations for Lilly Pulitzer utilize a sales force consisting primarily of salaried sales employees.

*Direct to Consumer Operations*

The components of Lilly Pulitzer's direct to consumer strategy include retail store and e-commerce operations and represented approximately 45% of Lilly Pulitzer's net sales for the 2010 calendar year.

A key element of our direct to consumer strategy is e-commerce. The ability to effectively communicate the Lilly Pulitzer brand message to targeted consumers through social media and other methods of digital marketing is a significant factor in the success of the Lilly Pulitzer brand. The Lilly Pulitzer e-commerce business is developing rapidly and we believe it is a key element of the Lilly Pulitzer business.

Our direct to consumer strategy for the Lilly Pulitzer brand also includes locating retail stores in higher-end malls and brand-appropriate street locations. Each retail store carries a wide range of merchandise, including apparel, footwear and accessories, all presented in a manner intended to enhance the Lilly Pulitzer image. Our full-price Lilly Pulitzer retail stores allow the opportunity to present Lilly Pulitzer's full line of current season products, including licensees' products. We believe our Lilly Pulitzer retail stores provide high visibility for the brand and products and also enable us to stay close to the needs and preferences of consumers. We believe the presentation of these products in our Lilly Pulitzer retail stores helps build brand awareness and acceptance and thus enhances Lilly Pulitzer's business with our wholesale customers.

The table below provides additional information regarding Lilly Pulitzer retail stores as of January 29, 2011.

	Number of Stores	Average Square Feet
Florida	5	3,300
New York	3	3,000
Pennsylvania	2	4,600
Texas	2	3,200
Other	4	3,600
Total	16	3,500

Retail store sales per square foot for the 2010 calendar year were approximately \$345 for the continuing Lilly Pulitzer stores open for the full 2010 calendar year. At this time, we do not have any plans to open any new Lilly Pulitzer stores during fiscal 2011, but we are relocating one store to a smaller location within the same mall during the first quarter of fiscal 2011. The operation of retail stores requires a greater amount of capital investment than wholesale operations. We anticipate that future stores will occupy a smaller footprint than the average of our existing stores.

*Licensing Operations*

We license the Lilly Pulitzer trademark to a variety of licensees in categories beyond Lilly Pulitzer's core product categories. We believe licensing is an attractive business opportunity for the Lilly Pulitzer brand. Once a brand is established, licensing requires modest additional investment for us but

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can yield high-margin income. It also affords the opportunity to enhance overall brand awareness and exposure. In evaluating a potential Lilly Pulitzer licensee, we typically consider the candidate's experience, financial stability, manufacturing performance and marketing ability. We also evaluate the marketability and compatibility of the proposed products with other Lilly Pulitzer brand products.

Our agreements with Lilly Pulitzer licensees are for specific geographic areas and expire at various dates in the future. Generally, the agreements require minimum royalty payments as well as royalty and advertising payments based on specified percentages of the licensee's net sales of the licensed products. Our license agreements generally provide us the right to approve all products, advertising and proposed channels of distribution.

Third party license arrangements for Lilly Pulitzer products include the following product categories:

Furniture	Stationery	Wedding gowns
Bedding and home fashions	Eyewear	

***Ben Sherman***

Ben Sherman is a London-based designer, marketer and distributor of men's branded sportswear. Ben Sherman was established in 1963 as an edgy, "Mod"-inspired shirt brand and has evolved into a British lifestyle brand of apparel targeted at style conscious men ages 25 to 40 in multiple markets throughout the world. During fiscal 2010, approximately 53% and 29% of Ben Sherman's net sales occurred in the United Kingdom and United States, respectively, with the remaining 18% of net sales occurring primarily in Europe. Our Ben Sherman products can be found in certain department stores and a variety of independent specialty stores, as well as in our own Ben Sherman retail stores and on certain websites.

Ben Sherman products are sold to our wholesale customers, as well as in our owned and licensed retail stores located in numerous countries throughout the world. In recent years, we have implemented certain initiatives to elevate our wholesale distribution to attain higher price points for our Ben Sherman men's products, design one Ben Sherman apparel collection consistent throughout the world, reduce our infrastructure and license certain of our non-core businesses to third parties to allow us to focus our resources on our core business—men's sportswear. We believe that these initiatives have been critical steps in improving the operating results of Ben Sherman. We anticipate that these initiatives will continue to offer continuing improvement in existing opportunities.

We market the Ben Sherman brand through print, moving media, promotional programs, Internet marketing and tradeshow initiatives. We provide point-of-sale materials and signage to wholesale customers to enhance the presentation of our Ben Sherman products at third party retail locations. We also employ cooperative advertising programs with certain Ben Sherman wholesale customers.

In addition to the Ben Sherman trademark, we also own the Nickelson trademark and sell Nickelson products in the United Kingdom. Nickelson is a British urban brand aimed at a target market of 18- to 30-year olds with a specific slant on the streetwear-influenced youth market. The Nickelson brand gives our customers a lower-priced alternative to our Ben Sherman brand in the United Kingdom. During fiscal 2010, approximately 5% of the net sales of Ben Sherman were sales of Nickelson products.

*Design, Sourcing and Distribution*

We believe product quality and design are critical to the continued success of the Ben Sherman brand. Ben Sherman men's apparel products are developed by our dedicated design teams located at the Ben Sherman headquarters in London, England. Our Ben Sherman design teams focus on the

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target consumer, and the design process combines feedback from buyers, consumers and our sales force, along with market trend research. We design our Ben Sherman apparel products to incorporate various fiber types, including cotton, wool or other natural fibers, synthetics, or blends of two or more of these materials.

We primarily utilize a large third party buying agent based in Hong Kong to manage the production and sourcing of the majority of our Ben Sherman apparel products in China and other countries in Asia. Through this buying agent and a sourcing office we operate in India, during fiscal 2010 we used approximately 125 suppliers primarily located in China, Thailand and India to manufacture our Ben Sherman products on an order-by-order basis. The largest ten suppliers provided approximately 55% of the Ben Sherman products acquired during fiscal 2010. Substantially all of our Ben Sherman products were package purchases of finished goods, which are manufactured to our specifications. We typically do not take title to the goods until they are shipped by the manufacturer to us.

We use a third party distribution center in the United Kingdom for our Ben Sherman products sold in the United Kingdom and Europe. In the United States, distribution services are performed for Ben Sherman at our owned distribution center in Lyons, Georgia. Distribution center activities include receiving finished goods from suppliers, inspecting the products and shipping the products to wholesale customers and our Ben Sherman retail stores. We seek to maintain sufficient levels of inventory to support pre-booked orders and anticipated sales volume.

### *Wholesale Operations*

Part of our strategy is to maintain controlled distribution to protect and grow the Ben Sherman brand. During fiscal 2010, approximately 70% of Ben Sherman's net sales were sales to wholesale customers and international distributors. During fiscal 2010, approximately 11% of Ben Sherman's net sales were to its largest customer, Debenhams, which operates retail stores in the United Kingdom, and approximately 28% of Ben Sherman's net sales were to its five largest wholesale customers. In the United States, Ben Sherman's products can be located in specialty stores as well as Macy's, Nordstrom, Lord & Taylor and other department stores.

We maintain Ben Sherman apparel sales offices and showrooms in several locations, including London, New York and Dusseldorf, among others. Our wholesale operations for Ben Sherman utilize a sales force consisting of salaried sales employees and independent commissioned sales representatives.

### *Direct to Consumer Operations*

Our direct to consumer strategy for the Ben Sherman brand includes locating retail stores in higher-end malls and brand-appropriate street locations. Each retail store carries a wide range of merchandise, including apparel, footwear and accessories, all presented in a manner intended to enhance the Ben Sherman image. Our full-price Ben Sherman retail stores allow the opportunity to present Ben Sherman's full line of current season products, including licensee's products. We believe our Ben Sherman retail stores provide high visibility of the brand and products and also enable us to stay close to the needs and preferences of consumers. We believe the presentation of these products in our Ben Sherman retail stores helps build brand awareness and acceptance and thus enhances business with our wholesale customers. Our outlet stores in the United Kingdom serve an important role in the overall inventory management by allowing us to sell discontinued and out-of-season products at better prices than are generally otherwise available from outside parties, while helping us protect the Ben Sherman brand by controlling the distribution of such products.



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The table below provides additional information regarding Ben Sherman retail stores as of January 29, 2011.

	Number of Stores	Average Square Feet
United States Full-Price Stores	5	3,800
United Kingdom Full-Price Stores	4	2,600
Germany Full-Price Stores	2	2,100
United Kingdom Outlet Stores	4	1,600
Total	15	2,700

During fiscal 2010, approximately 27% of Ben Sherman's net sales were from owned retail store operations. Retail sales per square foot were approximately \$595 for our full-price Ben Sherman stores open throughout fiscal 2010 compared to \$560 for the full-price Ben Sherman stores open throughout fiscal 2009. Although we have not agreed to any retail store openings for fiscal 2011 at this time, we continue to evaluate potential locations and may open retail stores in fiscal 2011 if we identify locations which meet our investment criteria. The operation of our retail stores requires a greater amount of capital investment than wholesale operations. Based on recent store openings, we have spent approximately \$0.9 million of capital expenditures on average to build out a Ben Sherman full-price retail store. Often, the landlord provides certain incentives to fund a portion of these capital expenditures.

Another component of our direct to consumer strategy is operating certain concession arrangements, whereby we operate Ben Sherman shops within department or other stores. The inventory at these locations is owned by us until sold to the consumer, at which time we recognize the full retail sales price. In these arrangements, we are responsible for the cost of the Ben Sherman employee responsible for the area and also pay a commission to the department store to cover occupancy and certain other costs associated with using the space. As of January 29, 2011, we operated 10 concession locations in the United Kingdom.

#### *Licensing/Distributor Operations*

We license the Ben Sherman trademark to a variety of licensees in categories beyond Ben Sherman's core product categories, including footwear and kids apparel. We believe licensing is an attractive business opportunity for the Ben Sherman brand. Once a brand is established, licensing requires modest additional investment for us but can yield high-margin income. It also affords the opportunity to enhance overall brand awareness and exposure. In evaluating a potential Ben Sherman licensee, we typically consider the candidate's experience, financial stability, manufacturing performance and marketing ability. We also evaluate the marketability and compatibility of the proposed products with other Ben Sherman brand products.

Our agreements with Ben Sherman licensees are for specific geographic areas and expire at various dates in the future. Generally, the agreements require minimum royalty payments as well as royalty and advertising payments based on specified percentages of the licensee's net sales of the licensed products. Our license agreements generally provide us the right to approve all products, advertising and proposed channels of distribution.

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Third party license arrangements for Ben Sherman products include the following product categories:

Footwear	Kid's apparel
Men's backpacks and travel bags	Men's tailored clothes and dress shirts
Men's and boys' watches and jewelry	Men's and boys' underwear, socks and sleepwear
Men's and women's eyewear	Men's gift products
Men's fragrances and toiletries	Men's and women's accessories, wallets and small leather goods
Men's neckwear and pocket squares	Men's hats, caps, scarves and gloves
Men's and boys' belts	

In addition to the license agreements for the specific product categories listed above, we have also entered into certain international license/distribution agreements which allow our partners the opportunity to distribute Ben Sherman products in certain geographic areas around the world, including Australia, Asia, South Africa, Europe and Canada. The majority of the products distributed by these partners are acquired from us or other product licensees and are typically identical to the products sold in the United Kingdom and United States. We believe there is potential for further penetration into these and other markets for the Ben Sherman brand. In most markets, our license/distribution partners are required to open retail stores in their respective geographic regions. As of January 29, 2011, our license/distribution partners operated 20 retail stores located in Australia, Asia, South Africa and Europe.

***Lanier Clothes***

Lanier Clothes designs and markets branded and private label men's suits, sportcoats, suit separates and dress slacks across a wide range of price points. Our Lanier Clothes branded products are sold under certain licensed trademarks including Kenneth Cole, Dockers and Geoffrey Beene. Additionally, we design and market products for our owned Billy London, and Arnold Brant brands. Billy London is a modern, British-inspired fashion brand geared towards the value-oriented consumer. Arnold Brant is an upscale tailored brand that is intended to blend modern elements of style with affordable luxury. In addition to the branded businesses, we design and source certain private label tailored clothing products. We believe that this private label business complements our branded tailored clothing businesses. Significant private label brands for which we produce tailored clothing include Stafford, Lands' End, Alfani, Structure, and Kenneth Roberts. Sales of branded products represented approximately 64% and 50% of Lanier Clothes' net sales during fiscal 2010 and fiscal 2009, respectively.

Our Lanier Clothes products are sold to national chains, department stores, specialty stores, specialty catalog retailers and discount retailers throughout the United States. In Lanier Clothes, we have long-standing relationships with some of the United States' largest retailers, including JCPenney, Macy's, Sears, Men's Wearhouse and Kohl's, representing approximately 22%, 14%, 11%, 10% and 10%, respectively, of Lanier Clothes' net sales during fiscal 2010. Sales to Lanier Clothes' 10 largest customers represented more than 85% of Lanier Clothes' net sales in fiscal 2010.

We market our branded tailored clothing products on a brand-by-brand basis, targeting distinct consumer demographics and lifestyles. Our advertising programs are an integral part of the branded product offerings. For certain tailored clothing products, we employ cooperative advertising programs.

***Design, Manufacturing, Sourcing and Distribution***

We believe that superior customer service and supply chain management, as well as the design of quality products, are all integral components of our strategy in the branded and private label tailored clothing market. Our Lanier Clothes' design teams, which are located in New York, focus on the target

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consumer for each brand. The design process combines feedback from buyers and sales agents along with market trend research.

During fiscal 2010, Lanier Clothes acquired the majority of its products on a package purchase of finished goods basis from third party producers outside of the United States, primarily in China. As the ability and willingness of third party manufacturers to finance raw materials continues to increase, we anticipate that Lanier Clothes will continue to increase the percentage of goods acquired as package purchases of finished goods rather than CMT purchases. CMT purchases are purchases whereby we supply the fabric and purchase cut, sew and finish labor (or "cut, make, trim") from our third party producers. For CMT purchases, we procure and retain ownership of the fabric which we purchased throughout the manufacturing and finishing process. Lanier Clothes manages production in Asia and Latin America through a combination of efforts from our Lanier Clothes offices in Atlanta, Georgia and third party buying agents. Lanier Clothes purchased goods from approximately 125 suppliers in fiscal 2010. The ten largest suppliers of Lanier Clothes provided more than 85% of the products Lanier Clothes acquired from third parties during fiscal 2010. In addition to purchasing products from third parties, Lanier Clothes also operates a manufacturing facility, located in Merida, Mexico, which produced approximately 17% of our Lanier Clothes products during fiscal 2010.

Our various Lanier Clothes products are manufactured from a variety of fibers, including wool, silk, linen, cotton and other natural fibers, as well as synthetics and blends of these materials. The majority of the materials used in Lanier Clothes' manufacturing operations are purchased in the form of woven finished fabrics directly from various offshore fabric mills.

For Lanier Clothes, we utilize a distribution center located in Toccoa, Georgia, where we receive goods from our suppliers, inspect those products and ship the goods to our customers. We seek to maintain sufficient levels of inventory to support programs for pre-booked orders and to meet increased customer demand for at-once ordering. For certain standard tailored clothing product styles, we maintain in-stock replenishment programs, providing shipment to customers within just a few days of receiving the order. These types of programs generally require higher inventory levels. Disposal of excess prior-season inventory is an ongoing part of our business.

We maintain apparel sales offices and showrooms for our Lanier Clothes products in several locations, including New York, Dallas and Atlanta. We employ a sales force for Lanier Clothes primarily consisting of salaried employees.

### ***Corporate and Other***

Corporate and Other is a reconciling category for reporting purposes and includes our corporate offices, substantially all financing activities, LIFO inventory accounting adjustments and other costs that are not allocated to our operating groups. Corporate and Other also includes the operating results of our Oxford Golf business and our Lyons, Georgia distribution center, both of which were previously reported as part of our former Oxford Apparel operating group, prior to the disposal of substantially all of the operations and assets of Oxford Apparel on January 3, 2011.

The Oxford Golf brand is designed to appeal to a sophisticated golf apparel consumer with a preference for high quality and classic styling. Our Oxford Golf products are designed by a team located in New York and are primarily acquired on a package purchase, finished goods basis from third party producers outside of the United States. Oxford Golf seeks to maintain sufficient levels of inventory to support programs for pre-booked orders and at-once ordering. Oxford Golf maintains an apparel sales office in New York, while employing a sales force consisting primarily of commissioned sales agents.

Our Lyons, Georgia distribution center receives finished goods from suppliers, inspects those products and ships the products to customers for our U.S. Ben Sherman operations and our Oxford Golf business.

## TRADEMARKS

As discussed above, we own trademarks, several of which are very important to our business. Generally, our significant trademarks are subject to registrations and pending applications throughout the world for use on a variety of items of apparel and, in some cases, apparel-related products, accessories, home furnishings and beauty products, as well as in connection with retail services. We continue to expand our worldwide usage and registration of certain of our trademarks. In general, trademarks remain valid and enforceable as long as the trademarks are used in connection with our products and services and the required registration renewals are filed. Our significant trademarks are discussed within each operating group description. Important factors relating to risks associated with our trademarks include, but are not limited to, those described in Part I, Item 1A. Risk Factors.

## COMPETITION

We sell our products in highly competitive domestic and international markets in which numerous United States-based and foreign apparel firms compete. No single apparel firm or small group of apparel firms dominates the apparel industry and our direct competitors vary by operating group and distribution channel. We believe that the principal competitive factors in the apparel industry are design, brand image, consumer preference, price, quality, marketing and customer service. We believe our ability to compete successfully in styling and marketing is related to our ability to foresee changes and trends in fashion and consumer preference, and to present appealing products for consumers. In some instances, particularly with respect to our private label businesses, a retailer that is our customer may compete directly with us by sourcing its products directly. Important factors relating to risks associated with competitive factors in our industry include, but are not limited to, those described in Part I, Item 1A. Risk Factors.

## SEASONAL ASPECTS OF BUSINESS AND ORDER BACKLOG

Although our various product lines are sold on a year-round basis, the demand for specific products or styles may be seasonal. For example, the demand for Tommy Bahama and Lilly Pulitzer products in our principal markets is generally higher in the spring season and lower in the fall season. Typically, our wholesale products are sold prior to each of the retail selling seasons, including spring, summer, fall and holiday. As the timing of product shipments and other events affecting the retail business may vary, we do not believe that results for any particular quarter are necessarily indicative of results for the full fiscal year. In addition, we do not believe that the fiscal 2010 distribution of net sales and operating income is necessarily indicative of the expected distribution in future years as the information below does not reflect a full year's operations of Lilly Pulitzer and individual quarters may be impacted by certain unusual or non-recurring items, economic conditions or other factors. The following table presents the percentage of net sales and operating income by quarter (unaudited) for fiscal 2010:

	<b>First Quarter</b>	<b>Second Quarter</b>	<b>Third Quarter</b>	<b>Fourth Quarter</b>
Net sales	27%	24%	23%	26%
Operating income	37%	27%	16%	20%

### Order Backlog

As of January 29, 2011 and January 30, 2010, we had booked orders for our continuing operations totaling \$165.1 million and \$129.4 million, respectively, substantially all of which we expect will be or were shipped within six months after each such date. Once we receive a specific purchase order, the dollar value of such order is included in our booked orders. A portion of our business consists of at-once EDI "Quick Response" programs with large retailers. Replenishment shipments under these

programs generally have such an abbreviated order life that they are excluded from the order backlog completely. We do not believe that this backlog information is necessarily indicative of sales to be expected for future periods as the timing of customer orders, and therefore the order backlog can be impacted by a variety of factors.

#### **IMPORT RESTRICTIONS AND OTHER GOVERNMENT REGULATIONS**

We are exposed to certain risks as a result of our international operations. Almost all of our merchandise is manufactured by foreign suppliers. During fiscal 2010, we sourced approximately 75% of our products acquired as part of our continuing operations from China. We do not currently expect this concentration of sourcing from China to be materially impacted in the future solely as a result of Lilly Pulitzer's operations. Our imported products are subject to customs, trade and other laws and regulations governing their entry into the United States and other countries where we sell our products. From time to time and in the ordinary course of business, we become subject to claims by the United States Customs Service and similar government authorities in other countries for duties and related fees.

Substantially all of the merchandise we acquire is subject to duties which are assessed on the value of the imported product. Duty rates vary depending on the type of garment and its fiber content. During fiscal 2010, cotton products represented approximately one-half of our total imported products and were subject to an average duty rate of approximately 17%, while silk and linen products represented approximately 20% of our total imported products and were subject to an average duty rate of approximately 2%. Duty rates are subject to change in future periods.

Quotas on apparel and textiles among the World Trade Organization's member nations were eliminated effective January 1, 2008 and resulted in the continued shift of sourcing and manufacturing from the Western hemisphere to Asia. Although China's accession agreement for membership in the WTO resulted in the elimination of quotas on Chinese-made textile and apparel products into WTO countries, the United States and European countries are still allowed in certain circumstances to unilaterally impose "anti-dumping" duties in response to a particular product being imported (from China or other countries) in such increased quantities as to cause, or threaten to cause, serious damage to the comparable domestic industry. In addition, "countervailing" duties are other duties which can be imposed by the United States in cases where it finds that subsidies are being provided by a foreign government to its manufacturers and where this subsidized merchandise causes or threatens to cause damage to the comparable domestic U.S. industry. Additionally, there have been some recent legislative proposals which, if adopted, would treat manipulation by China of the value of its currency as actionable under the anti-dumping or countervailing duty laws. The imposition of anti-dumping or countervailing duty on products that we import would increase the cost of those products to us and we may not be able to pass on any such cost increases to our customers.

In January 2010, the United States Customs Service began enforcement of a regulation requiring importer security filings. The regulation requires us to submit additional cargo details before the cargo is loaded onto an ocean vessel bound for the United States. We could become subject to penalties and/or delays in obtaining our products from the United States Customs Service if we fail to comply with these existing or future regulations. Similar customs import regulations went into effect on January 1, 2011 in the European Union, where a significant majority of Ben Sherman's net sales are generated.

In addition, apparel and other products sold by us are subject to increasingly stringent and complex product performance and safety standards, laws and other regulations, including the Consumer Product Safety Improvement Act of 2008, California Proposition 65 and those adopted by the Federal Trade Commission. These regulations relate principally to product labeling, licensing requirements and certification of product safety. We believe that we are in compliance with those regulations. Our

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licensed products and licensing partners are also subject to regulation. Our agreements require our licensing partners to operate in compliance with all laws and regulations, and we are not aware of any violations which could reasonably be expected to have a material effect on our business or results of operations.

Although we have not been materially inhibited from doing business in desired markets in the past, we cannot assure that significant impediments will not arise in the future as we expand product offerings and brands and enter into new markets. Our management regularly monitors proposed regulatory changes and the existing regulatory environment, including any impact on our operations or on our ability to import products from China and other countries.

Important factors relating to risks associated with government regulations include, but are not limited to, those described in Part I, Item 1A. Risk Factors.

## EMPLOYEES

As of January 29, 2011, we employed approximately 4,000 persons, of whom approximately 75% were employed in the United States. Approximately 55% of our employees were retail store and restaurant employees. We believe our employee relations are good.

## AVAILABLE INFORMATION

Our Internet address is [www.oxfordinc.com](http://www.oxfordinc.com). Under "Investor Info" on the home page of our website, we have provided a link to the SEC's website where, among other things, our annual report on Form 10-K, proxy statement, quarterly reports on Form 10-Q and current reports on Form 8-K, and amendments to those reports filed or furnished pursuant to Section 13(a) or 15(d) of the Securities Exchange Act of 1934, as amended, are generally available free of charge, once we electronically file such material with, or furnish it to, the SEC. Additionally, our Corporate Governance Guidelines, as well as the charters of our Audit Committee and Nominating, Compensation & Governance Committee of our Board of Directors, are available under "Corporate Governance" on the home page of our website.

In addition, we will provide, at no cost, copies of this report, excluding exhibits, and other filings made with the SEC. Requests should be directed to our principal executive offices at:

Investor Relations Department  
Oxford Industries, Inc.  
222 Piedmont Avenue, N.E.  
Atlanta, GA 30308  
[info@oxfordinc.com](mailto:info@oxfordinc.com)  
(404) 659-2424

The information on the website listed above is not and should not be considered part of this Annual Report on Form 10-K and is not incorporated by reference in this document.

### **Item 1A. Risk Factors**

Our business faces many risks, many of which are outside of our control. The following factors, as well as factors described elsewhere in this report or in our other filings with the SEC that could materially affect our business, financial condition or operating results, should be carefully considered. The risks and uncertainties described below are not the only risks we face. Additional risks and uncertainties not presently known to us or that we currently consider immaterial may also impact our business operations or financial results. If any of the following risks actually occur, our business, financial condition or operating results may be adversely affected.

***Our business is and will continue to be heavily influenced by economic trends and general economic conditions, which may be exacerbated by global political or economic uncertainty resulting from recent events, and a deterioration or worsening of consumer confidence or consumer purchases of discretionary products may adversely affect our business, financial condition and results of operations.***

The apparel industry is cyclical and dependent upon the overall level of discretionary consumer spending, which changes as regional, domestic and international economic conditions change. Often, the apparel industry experiences longer periods of recession and greater declines than the general economy. Overall economic conditions that affect discretionary consumer spending include, but are not limited to, employment levels, recessions, energy costs, interest rates, tax rates, personal debt levels, housing prices and stock market volatility. Uncertainty about the future may also impact the level of consumer confidence or discretionary consumer spending or result in shifts in consumer spending to products other than apparel. Any deterioration in general economic or political conditions, acts of war or terrorism or other factors that create uncertainty or alter the discretionary consumer habits in our key markets, particularly the United States and the United Kingdom, could reduce our sales, increase our costs of goods sold or require us to significantly modify our current business practices and, consequently, adversely affect our business, financial condition and results of operations. These and other events that impact our operating results could also result in adverse consequences to our business, such as our inability to comply with financial covenants under our debt instruments.

The economies of the United States, United Kingdom and other parts of the world weakened as a result of the global economic crisis which commenced in 2008 and continued through 2009. We saw intermittent signs of stabilization in economic conditions in the United States and globally during fiscal 2010, but there are no assurances that the global economy will continue to recover. Those recessionary conditions have adversely impacted retail sales of apparel and other consumer products, and have impacted our business. In addition, concerns regarding acts of terrorism, the wars in Iraq and Afghanistan, political unrest throughout the Middle East and the March 2011 earthquake in Japan, among other events, have created significant global economic and political uncertainties that may affect consumer demand for our products in the United States and other parts of the world, as well as result in disruptions to sourcing of our products from Asian markets. These or similar factors could consequently reduce our sales and/or increase our costs of goods sold.

Additionally, significant changes in the operations or liquidity for any of the parties with which we conduct our business, including suppliers, customers, trademark licensees and lenders, among others, now or in the future, or in the access to capital markets for us or any such parties, could result in lower demand for our products, lower sales, higher costs or other disruptions in our business.

***Our success depends on the reputation and value of our owned and licensed brand names, including, in particular, Tommy Bahama, Lilly Pulitzer and Ben Sherman, and actions by us, our wholesale customers, licensees or others who have interests in our brands could diminish the reputation or value of our brands and adversely affect our business operations.***

The success of our business depends on the reputation and value of our owned and licensed brand names. The value of our brands could be diminished by actions taken by us, for instance by becoming overly promotional, or by our wholesale customers or others, including marketing partners, who have interests in the brands. We cannot always control the marketing and promotion of our products by our wholesale customers or other third parties and actions by such parties that are inconsistent with our own marketing efforts or that otherwise adversely affect the appeal of our products could diminish the value or reputation of one or more of our brands and have an adverse effect on our sales and business operations.

In addition, we license certain of our brands, such as Tommy Bahama, Lilly Pulitzer and Ben Sherman, to third party licensees. While we take significant steps to ensure the reputation of our

brands is maintained through our license agreements, there can be no guarantee our brands will not be negatively impacted through our association with products outside of our core apparel products or due to the actions of a licensee. The improper or detrimental actions of a licensee could significantly impact the perception of our brands.

***The apparel industry is subject to rapidly evolving fashion trends, and we must continuously offer innovative and market appropriate products to maintain and grow our existing businesses. Failure to offer innovative and market appropriate products may adversely affect our sales and lead to excess inventory, markdowns and/or dilution of our brands.***

We believe that the principal competitive factors in the apparel industry are design, brand image, consumer preference, price, quality, marketing and customer service. Although certain of our products carry over from season to season, the apparel industry in general is subject to rapidly changing fashion trends and shifting consumer demands. In particular, we believe that our lifestyle branded Tommy Bahama, Lilly Pulitzer and Ben Sherman products may be more susceptible to changing fashion trends and consumer preferences than apparel products generally. Accordingly, we must anticipate, identify and capitalize upon emerging fashion trends. We believe that our success depends on our ability to continuously develop, source, market and deliver a wide variety of innovative, fashionable and desirable brands and products. These products must be offered at appropriate price points in their respective distribution channels. Sales growth from our brands will depend largely upon our ability to continue to maintain and enhance the distinctive brand identities.

Due to the competitive nature of the apparel industry, there can be no assurance that the demand for our products will not decline or that we will be able to successfully evaluate and adapt our products to align with consumers' preferences, fashion trends and changes in consumer demographics. As is typical with new products, market acceptance of new price points and designs is subject to uncertainty. The introduction or repositioning of new lines and products often requires substantial costs in design, marketing and advertising, which may not be recovered if the products are not successful. Any failure on our part to develop appealing products and update core products could result in lower sales and/or harm the reputation and desirability of our brands. Additionally, since we generally make decisions regarding product designs several months in advance of the time when consumer acceptance can be measured, such a failure could leave us with a substantial amount of unsold excess inventory, which we may be forced to sell at lower price points. Any of these factors could result in a deterioration of the appeal of our brands and products, adversely affecting our business, financial condition and operating results.

***Our business is subject to legal, regulatory, political and economic risks, including risks relating to the importation of our products, and our products may become less competitive as a result of adverse changes affecting our operations.***

As we source substantially all of our products from foreign countries, including approximately 75% of our product purchases from China during fiscal 2010, we are exposed to risks associated with changes in the laws and regulations governing the importing and exporting of apparel products into and from the countries in which we operate.

Some of the risks associated with importing our products from foreign countries include quotas imposed by countries in which our products are manufactured or countries into which our products are imported, which limit the amount and type of goods that may be imported annually from or into these countries; changes in social, political, labor and economic conditions or terrorist acts that could result in the disruption of trade from the countries in which our manufacturers are located; the imposition of additional or new duties, tariffs, taxes or other charges and shifts in sourcing patterns as a result of such charges; significant fluctuations in the cost of raw materials; significant delays in the delivery of our products, due to security considerations; rapid fluctuations in sourcing costs, including costs for raw



materials and labor; the imposition of antidumping or countervailing duties; fluctuations in the value of the dollar against foreign currencies; and restrictions on the transfer of funds to or from foreign countries. The imposition of a quota arrangement between the United States and China on our products, or the elimination of duty-free treatment or our inability to qualify for such benefits, would adversely impact our business by increasing our cost of goods sold.

In addition, our products are subject to increasingly stringent and complex product performance and safety standards, laws and other regulations, such as the Consumer Product Safety Improvement Act of 2008 and California Proposition 65, particularly given the concentration of our retail stores in the State of California. Failure to comply with such regulations could result in a delay, non-delivery or mandated destruction of inventory shipments during key seasons, financial penalties and/or harm to our reputation and business relationships, and compliance with existing and future regulations could increase our cost of goods sold.

Our, or any of our suppliers', failure to comply with customs or similar laws or any other applicable regulations could restrict our ability to import products or lead to fines, penalties or adverse publicity, and future regulatory actions or trade agreements may provide our competitors with a material advantage over us or materially increase our costs.

***Significant fluctuations and volatility in the price of raw materials and freight may materially increase our costs, some or all of which we may be unable to pass on to our customers.***

Most of the products we purchase from third-party producers are package purchases, and we and our third-party suppliers rely on the availability of raw materials at reasonable prices. The principal fabrics used in our business are cotton, linens, wools, silk, other natural fibers, synthetics and blends of these materials. The prices paid for these fabrics depend on the market price for raw materials used to produce them. We have seen a sustained increase in the costs of raw materials, particularly cotton, as a result of rising demand from the economic recovery, weather-related supply disruptions, significant declines in U.S. inventory and a sharp rise in the futures market for cotton, which has been compounded by increased costs of transportation of our products as a result of sustained increases in oil prices. In addition, the cost of the materials that are used in our manufacturing process, such as oil-related commodity prices and other raw materials, such as dyes and chemicals, and other costs, can fluctuate. We historically have not entered into any futures contracts to hedge commodity prices. Any significant increase in the price of raw materials or freight may materially increase our costs, some or all of which we may be unable to pass on to our customers.

***We are dependent upon the ability of our third-party producers, substantially all of whom are located in foreign countries, to meet our requirements; any failures by these producers to meet our requirements, or the unavailability of suitable producers at reasonable prices may negatively impact our ability to deliver quality products to our customers on a timely basis or result in higher costs or reduced net sales.***

We source substantially all of our products from non-exclusive, third-party producers located in foreign countries. Although we place a high value on long-term relationships with our suppliers, generally we do not have long-term contracts but, instead, conduct business on an order-by-order basis. Therefore, we compete with other companies for the production capacity of independent manufacturers. We regularly depend upon the ability of third-party producers to secure a sufficient supply of raw materials, adequately finance the production of goods ordered and maintain sufficient manufacturing and shipping capacity. Although we monitor production in third-party manufacturing locations, we cannot be certain that we will not experience operational difficulties with our manufacturers, such as the reduction of availability of production capacity, errors in complying with product specifications, insufficient quality control, failures to meet production deadlines or increases in manufacturing costs. Such difficulties may negatively impact our ability to deliver quality products to

our customers on a timely basis, which may, in turn, have a negative impact on our customer relationships and result in lower net sales.

We also require third-party producers to meet certain standards in terms of working conditions, environmental protection and other matters before placing business with them. As a result of costs relating to compliance with these standards, we may pay higher prices than some of our competitors for products. In addition, failure by us or our independent manufacturers to adhere to labor or other laws or business practices accepted as ethical, and the potential litigation, negative publicity and political pressure relating to any of these events, could disrupt our operations or harm our reputation.

***The apparel industry is highly competitive, and we face significant competitive threats to our business from various third parties that could reduce our sales, increase our costs, reduce price points for our products, and/or decrease margins.***

The highly competitive apparel industry includes numerous domestic and foreign apparel designers, manufacturers, distributors, importers, licensors and retailers, some of which may also be our customers and some of whom are significantly larger and have significantly greater financial resources than we do. The level and nature of our competition varies, and the number of our direct competitors and the intensity of competition may increase as we expand into other markets or product lines or as other companies expand into our markets or product lines. Some of our competitors may be able to adapt to changes in consumer demand more quickly, to devote greater resources to establishing brand recognition or to adopt more aggressive pricing policies than we can. Additionally, certain of our competitors offer apparel for sale at significant discounts, particularly in response to weak economic conditions, which results in more pressure to reduce prices or the risk that our products may not be as desirable as lower priced products. These competitive factors within the apparel industry may result in reduced sales, increased costs, lower prices for our products and/or decreased margins.

***Our concentration of retail stores and wholesale customers for certain of our products exposes us to certain regional risks.***

Our retail locations are heavily concentrated in certain geographic areas in the United States, including Florida and California for our Tommy Bahama retail stores, Florida for our Lilly Pulitzer retail stores and the United Kingdom for our Ben Sherman retail stores. As of January 29, 2011, 41 out of our 89 Tommy Bahama retail stores were located in these two U.S. states, five out of our 16 Lilly Pulitzer retail stores were located in Florida and more than half of our owned Ben Sherman retail stores, including outlets, were located in the United Kingdom. Additionally, a significant portion of our wholesale sales for Tommy Bahama and Ben Sherman products are concentrated in the same geographic areas as our own retail store locations for these brands. Due to this concentration, we have heightened exposure to factors that impact these regions, including general economic conditions, weather patterns, natural disasters, changing demographics and other factors.

***We depend on a group of key customers for a significant portion of our wholesale sales. A significant adverse change in a customer relationship or in a customer's financial position could negatively impact our net sales and profitability.***

We generate a significant percentage of our wholesale sales from a few major customers. During fiscal 2010, sales to our five largest customers accounted for approximately 46% of our consolidated wholesale sales and sales to our largest wholesale customer represented approximately 16% of our consolidated wholesale sales. A decrease in the number of stores that carry our products, restructuring of our customers' operations, more centralized purchasing decisions, direct sourcing and greater leverage by customers, as a result of further consolidation in the retail industry or otherwise could result in lower prices, realignment of customer affiliations or other factors which could negatively impact our net sales and profitability.

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We generally do not have long-term contracts with any of our customers. Instead, we rely on long-standing relationships with these customers and our position within the marketplace. As a result, purchases generally occur on an order-by-order basis, and each relationship can generally be terminated by either party at any time. A decision by one or more major customers to terminate its relationship with us or to reduce its purchases from us, whether motivated by competitive considerations, quality or style issues, financial difficulties, economic conditions or otherwise, could adversely affect our net sales and profitability, as it would be difficult to immediately, if at all, replace this business with new customers or increase sales volumes with other existing customers.

In addition, due to long product lead times, several of our product lines are designed and manufactured in anticipation of orders for sale. We make commitments for fabric and production in connection with these lines. These commitments can be made up to several months prior to the receipt of firm orders from customers, and if orders do not materialize or are canceled, we may incur expenses to terminate our fabric and production commitments or to dispose of excess inventories.

We also extend credit to several of our key customers without requiring collateral, which results in a large amount of receivables from just a few customers. During the past several years, companies in the apparel industry, including some of our customers, have had financial difficulties and have experienced tightened credit markets and declining sales and profitability on a comparable store basis. If one or more of our key customers experiences significant problems in the future, including as a result of general weakness in the apparel industry, our sales may be reduced, and the risk associated with extending credit to these customers may increase. A significant adverse change in a customer's financial position could cause us to limit or discontinue business with that customer, require us to assume greater credit risk relating to that customer's receivables or limit our ability to collect amounts related to previous shipments to that customer. These or other events related to our significant customers could adversely affect our net sales and profitability.

***The acquisition of new businesses, such as our recent acquisition of the Lilly Pulitzer brand and operations, has certain inherent risks, including, for example, strains on our management team, unexpected acquisition costs, and, in some instances, contingent payments.***

One component of our business strategy is the acquisition of new businesses or product lines as and when appropriate investment opportunities are available. Consistent with this strategy, in December 2010, we acquired the Lilly Pulitzer brand and operations.

In connection with our acquisition of the Lilly Pulitzer brand and operations, or in any future acquisitions, we may become responsible for unexpected liabilities that we failed or were unable to discover in the course of performing due diligence. Although we have required the selling shareholders of Sugartown to indemnify us against undisclosed liabilities, we cannot assure you that the indemnification, even if obtained, will be enforceable, collectible or sufficient in amount, scope or duration to fully offset the possible liabilities associated with the business or assets acquired. Any of these liabilities, individually or in the aggregate, could have a material adverse effect on our business, financial condition and results of operations.

In addition, integrating acquired businesses is a complex, time-consuming and expensive process. The integration process for newly acquired businesses, including the Lilly Pulitzer brand and operations, could create for us a number of challenges and adverse consequences associated with the integration of product lines, employees, sales teams and outsourced manufacturers; employee turnover, including key management and creative personnel of the acquired and existing businesses; disruption in product cycles for newly acquired product lines; maintenance of acceptable standards, controls, procedures and policies; and the impairment of relationships with customers of the acquired and existing businesses. Further, we may not be able to manage the combined operations and assets effectively or realize the anticipated benefits of the acquisition.

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In connection with our acquisition of the Lilly Pulitzer brand and operations, we entered into a contingent consideration agreement with the selling shareholders that may require us to pay up to \$20 million in performance-based contingent payments to those shareholders over the next four years. Although we will only be required to make these payments if the acquired business is successful, the contingent payments are payable based on that business achieving earnings targets. If the acquired Sugartown business is successful but the rest of our business is not successful, we may have difficulty making the contingent payments. The principal shareholders of Sugartown from whom we acquired the business are key members of management of our Lilly Pulitzer Group. It is possible that their interests with respect to the contingent payments will differ from our interests or those of our shareholders.

***Our operations are reliant on information technology, and any interruption or other failure in our information technology systems, including disruptions at any of our principal distribution facilities, may impair our ability to compete effectively in the apparel industry, including our ability to provide services to our customers and meet the needs of management.***

The efficient operation of our business is dependent on information technology. Information systems are used in all stages of our operations from design to distribution and as a method of communication with our customers and suppliers. Additionally, certain of our operating groups utilize e-commerce websites to sell goods directly to consumers. Our management also relies on information systems to provide relevant and accurate information in order to allocate resources and forecast and report our operating results. Service interruptions may occur as a result of a number of factors, including computer viruses, hacking or other unlawful activities by third parties, disasters, or failures to properly install, upgrade, integrate, protect, repair or maintain our systems and e-commerce websites. Any material disruption in our information technology systems, or any failure to timely, efficiently and effectively integrate new systems, could have an adverse affect on our business or results of operations.

In addition, our ability to meet customer expectations, manage inventory and achieve objectives for operating efficiencies depends on the proper operation of our primary distribution facilities, some of which are owned and others of which are operated by third parties. Finished garments from our contractors are inspected and stored at these distribution facilities. If any of these distribution facilities were to shut down or otherwise become inoperable or inaccessible for any reason, or if the goods in the distribution center were otherwise unavailable for shipment, as a result of a technology failure or otherwise, we could experience a reduction in sales, a substantial loss of inventory or higher costs and longer lead times associated with the distribution of our products during the time it takes to reopen or replace the facility or to restore the technological capabilities of the facility. This could negatively affect our operating results and our customer relationships.

***Compliance with privacy and information laws and requirements could be costly, and a breach of information security or privacy could adversely affect our business.***

The regulatory environment governing our use of individually identifiable data of customers, employees and others is complex and a matter of growing public concern. Privacy and information security laws and requirements change frequently, and compliance with them may require us to incur costs to make necessary systems changes and implement new administrative processes. If a data security breach occurs, our reputation could be damaged and we could experience lost sales, fines or lawsuits.

***Our business could be harmed if we fail to maintain proper inventory levels.***

We schedule production from third party manufacturers based on our expectations for the demand for our products. However, various factors could result in variances from our forecasts. As a result, we may be unable to sell the products we have ordered in advance from manufacturers or that we have in our inventory, which may result in inventory markdowns or the sale of excess inventory at discounted prices. These events could significantly harm our operating results and impair the image of our brands.

Conversely, we may not be in a position to order quality products from our manufacturers in a timely manner and/or we may experience inventory shortages as demand for our products increases, which might result in unfilled orders, negatively impact customer relationships, diminish brand loyalty and result in lost revenues, any of which could harm our business.

***We operate in various countries with differing laws and regulations, which may impair our ability to maintain compliance with regulations and laws.***

Although we attempt to abide by the laws and regulations in each jurisdiction in which we operate, the complexity of the laws and regulations to which we are subject, including customs regulations, labor laws, competition laws, consumer protection laws and domestic and international tax legislation, makes it difficult for us to ensure that we are currently, or will be in the future, compliant with all laws and regulations. We may be required to make significant expenditures or modify our business practices to comply with existing or future laws or regulations, and unfavorable resolution to litigation or a violation of applicable laws and regulations may increase our costs and materially limit our ability to operate our business.

***We may not be successful in identifying locations and negotiating appropriate lease terms for retail stores and restaurants.***

An integral part of our strategy has been to develop and operate retail stores and restaurants for certain of our lifestyle brands. Net sales from retail stores and restaurants were approximately 43% of our consolidated net sales during fiscal 2010.

Successful operation of our retail stores and restaurants depends, in part, on the overall ability of the retail location to attract a consumer base sufficient to make store sales volume profitable. If we are unable to identify new locations with consumer traffic sufficient to support a profitable sales level, retail growth may consequently be limited. Further, if existing retail stores and restaurants do not maintain a sufficient customer base that provides a reasonable sales volume, it could have a negative impact on our sales, gross margin, and results of operations. From time to time, we seek to downsize or close some of our retail store or restaurant operations, which may require a modification or termination of an existing lease; such actions may require payment of exit fees and/or result in fixed asset impairment charges, the amounts of which could be material.

In addition, there has been some recent consolidation among commercial real estate developers, mall operators and/or shopping center managers. Significant consolidation within the commercial real estate development, operation and/or management industries impacting locations where we might operate retail stores and/or restaurants or that we might otherwise consider desirable could reduce our leverage with such parties, thereby materially adversely affecting the terms of future leases for our retail stores and restaurants or making entering into long-term commitments with such parties cost prohibitive.

***Our business, in particular our retail and restaurant operations, is subject to state and local laws and regulations for health, safety, labor and similar operational issues. The costs of compliance with, or the violation of, such laws and regulations could have an adverse effect on our costs or operations, and we may be adversely impacted by negative publicity surrounding any of these issues.***

We operate retail stores and restaurants in numerous jurisdictions. Our retail and restaurant operations are subject to comprehensive state and local laws and regulations on a wide range of employment, safety and other matters. The complexity of these laws and regulations to which we are subject, which may vary widely by jurisdiction, makes it difficult for us to ensure that we are currently, or will be in the future, compliant with all laws and regulations. We may be required to make significant expenditures or modify our business practices to comply with existing or future laws or

regulations, and unfavorable resolution to litigation or a violation of applicable laws and regulations may increase our costs and materially limit our ability to operate our business.

In addition, the restaurant industry is highly competitive and requires compliance with a variety of federal, state and local regulations. In particular, all of our Tommy Bahama restaurants serve alcohol and, therefore, maintain liquor licenses. Our ability to maintain our liquor licenses depends on our compliance with applicable laws and regulations. The loss of a liquor license would adversely affect the profitability of a restaurant. Additionally, as a participant in the restaurant industry, we face risks related to food quality, food-borne illness, injury, health inspection scores and labor relations. Regardless of whether allegations related to these matters are valid or whether we become liable, we may be materially affected by negative publicity associated with these issues. The negative impact of adverse publicity relating to one restaurant may extend beyond the restaurant involved to affect some or all of the other restaurants, as well as the image of the Tommy Bahama brand as a whole.

***We may be unable to protect our trademarks and other intellectual property or may otherwise have our brand names harmed.***

We believe that our registered and common law trademarks and other intellectual property, as well as other contractual arrangements, including licenses and other proprietary intellectual property rights, have significant value and are important to our continued success and our competitive position due to their recognition by retailers and consumers. Approximately 85% of our net sales in fiscal 2010 were attributable to branded products for which we own the trademark. Therefore, our success depends to a significant degree upon our ability to protect and preserve our intellectual property. We rely on laws in the United States and other countries to protect our proprietary rights. However, we may not be able to sufficiently prevent third parties from using our intellectual property without our authorization, particularly in those countries where the laws do not protect our proprietary rights as fully as in the United States. The use of our intellectual property or similar intellectual property by others could reduce or eliminate any competitive advantage we have developed, causing us to lose sales or otherwise harm the reputation of our brands.

Additionally, there can be no assurance that the actions that we have taken will be adequate to prevent others from seeking to block sales of our products as violations of proprietary rights. Although we have not been materially inhibited from selling products in connection with trademark disputes, as we extend our brands into new product categories and new product lines and expand the geographic scope of our marketing, including internationally, we could become subject to litigation based on allegations of the infringement of intellectual property rights of third parties. In the event a claim of infringement against us is successful, we may be required to pay damages, royalties or license fees to continue to use intellectual property rights that we had been using, or we may be unable to obtain necessary licenses from third parties at a reasonable cost or within a reasonable time. Litigation and other legal action of this type, regardless of whether it is successful, could result in substantial costs to us and diversion of our management and other resources.

***Our business depends on our senior management and other key personnel, and the unexpected loss of individuals integral to our business, our inability to attract and retain qualified personnel in the future or our failure to successfully plan for and implement succession of our senior management and key personnel may have an adverse effect on our operations, business relationships and ability to execute our strategies.***

Our senior management has substantial experience and expertise in the apparel and related industries. Our success depends upon disciplined execution at all levels of our organization, including the members of our senior management. Competition for qualified personnel in the apparel industry is intense, and we compete to attract and retain these individuals with other companies which may have greater financial resources. In addition, we will need to plan for the succession of our senior management and successfully integrate new members of management within our organization. This may

include situations in which individuals join our company as a result of acquisitions that we make, such as the recent employment of the principals of the Lilly Pulitzer brand and operations to lead our Lilly Pulitzer Group, and may be more familiar with certain of the operational aspects of acquired businesses than other members of our management. The unexpected loss of any of our senior management, or the unsuccessful integration of new leadership, could negatively affect our operations, business relationships and ability to execute our strategies.

***Our foreign sourcing operations as well as the sale of products in foreign markets result in an exposure to fluctuations in foreign currency exchange rates.***

As a result of our international operations, we are exposed to certain risks in conducting business outside of the United States. Substantially all of our orders for the production of apparel in foreign countries are denominated in U.S. dollars. Purchase prices for our products may be impacted by fluctuations in the exchange rate between the U.S. dollar and the local currencies of the contract manufacturers, either of which may have the effect of increasing our cost of goods sold in the future. If the value of the U.S. dollar decreases relative to certain foreign currencies in the future, then the prices that we negotiate for products could increase, and it is possible that we would not be able to pass this increase on to customers, which would negatively impact our margins. If the value of the U.S. dollar increases between the time a price is set and payment for a product, the price we pay may be higher than that paid for comparable goods by competitors that pay for goods in local currencies, and these competitors may be able to sell their products at more competitive prices. Additionally, currency fluctuations could also disrupt the business of our independent manufacturers that produce our products by making their purchases of raw materials more expensive and difficult to finance.

We received U.S. dollars for approximately 90% of our product sales during fiscal 2010. The sales denominated in foreign currencies primarily relate to Ben Sherman sales in the United Kingdom and Europe. An increase in the value of the U.S. dollar compared to these other currencies in which we have sales could result in lower levels of sales and earnings in our consolidated statements of operations, although the sales in foreign currencies could be equal to or greater than amounts in prior periods. In addition, to the extent that the stronger U.S. dollar increases costs, and the products are sold in another currency, but the additional cost cannot be passed on to our customers, our gross margins will be negatively impacted. We generally do not engage in hedging activities with respect to our exposure to foreign currency risk except that, on occasion, we do purchase foreign currency forward exchange contracts for our goods purchased on U.S. dollar terms that are expected to be sold in the United Kingdom and Europe.

***We hold licenses for the use of other parties' brand names, and we cannot guarantee our continued use of such brand names or the quality or salability of such brand names.***

We have entered into license and design agreements to use certain trademarks and trade names, such as Kenneth Cole, Dockers and Geoffrey Beene, to market our products. Approximately 8% of our net sales during fiscal 2010 related to the products for which we license the use of the trademark for specific product categories. These license and design agreements will expire at various dates in the future. We cannot guarantee that we will be able to renew these licenses on acceptable terms upon expiration or that we will be able to acquire new licenses to use other popular trademarks. The termination or expiration of a license agreement will cause us to lose the sales and any associated profits generated pursuant to such license and in certain cases could result in an impairment charge for related intangible assets.

In addition to certain compliance obligations, all of our significant licenses provide minimum thresholds for royalty payments and advertising expenditures for each license year, which we must pay regardless of the level of our sales of the licensed products. If these thresholds are not met, our licensors may be permitted contractually to terminate these agreements or seek payment of minimum

royalties even if the minimum sales are not achieved. In addition, our licensors produce their own products and license their trademarks to other third parties, and we are unable to control the quality of these goods that others produce. If licensors or others do not maintain the quality of these trademarks or if the brand image deteriorates, our sales and any associated profits generated by such brands may decline.

***We make use of debt to finance our operations, which exposes us to risks that could adversely affect our business, financial position and operating results.***

Our levels of debt vary as a result of the seasonality of our business, investments in acquisitions and working capital and divestitures. As of January 29, 2011, we had \$150 million aggregate principal amount outstanding of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes and no borrowings outstanding under our U.S. Revolving Credit Agreement or our U.K. Revolving Credit Agreement. Our debt levels may increase in the future under our existing facilities or potentially under new facilities, or the terms or forms of our financing arrangements in the future may change. There are no assurances that in the future we will be able to refinance our debt obligations on terms that are satisfactory to us.

Our indebtedness includes, and any future indebtedness may include, certain obligations and limitations, including the periodic payment of principal and interest, maintenance of certain covenants and certain other limitations related to additional debt, dividend payments, investments and dispositions of assets. Our ability to satisfy these obligations will be dependent upon our business, financial condition and operating results. These obligations and limitations may increase our vulnerability to adverse economic and industry conditions, place us at a competitive disadvantage compared to our competitors that are less leveraged and limit our flexibility in carrying out our business plan and planning for, or reacting to, changes in the industry in which we operate.

In addition, we have interest rate risk on indebtedness under our U.S. Revolving Credit Agreement and U.K. Revolving Credit Agreement. We generally do not engage in hedging activities with respect to our interest rate risk, and an increase in interest rates may require us to pay a greater amount of our funds from operations towards interest, even if the amount of borrowings outstanding remains the same. As a result, we may have to revise or delay our business plans, reduce or delay capital expenditures or otherwise adjust our plans for operations.

***We may be unable to successfully execute a key component of our business strategy, which is to grow our business through organic growth and/or, if and when appropriate, acquisitions of lifestyle brands that fit within our business model, and any failure to successfully execute this aspect of our business strategy may have a material adverse effect on our business, financial condition, liquidity and results of operations.***

One key component of our business strategy is to grow our business through organic growth and/or, if and when appropriate, acquisitions of lifestyle brands that fit within our business model, such as our acquisition of the Lilly Pulitzer brand and operations in December 2010. Organic growth may be achieved by, among other things, increasing our market share in existing markets, including to existing wholesale customers; selling our products in new markets, including international markets; increasing sales in our direct-to-consumer channels; and increasing the product offerings within our various operating groups. Successful growth of our business through organic growth and/or acquisitions is subject to, among other things, the ability of our management to implement plans for expanding our existing businesses and our ability to find suitable acquisition candidates at reasonable prices in the future. We may not be successful in this regard, and our inability to grow our business may have a material adverse effect on our business, financial condition, liquidity and results of operations.



***Divestitures of certain businesses or discontinuations of certain product lines may require us to find alternative uses for our resources.***

As we did in fiscal 2010 with the sale of substantially all of the operations and assets of our former Oxford Apparel Group and as we did during fiscal 2008 and fiscal 2009 with the restructuring of our operations at Ben Sherman, Lanier Clothes and our former Oxford Apparel Group, we may determine that it is appropriate to divest or discontinue certain operations. Divestitures of certain businesses that do not align with our strategy or the discontinuation of certain product lines which may not provide the returns that we expect or desire may result in underutilization of our resources in the event that the operations are not replaced with new lines of business either internally or through acquisition. There can be no guarantee that if we divest certain businesses or discontinue certain product lines that we will be able to replace the sales and profits related to these businesses or appropriately utilize our remaining resources, which may result in a decline in our operating results and/or result in an inappropriate capitalization of our organization.

***Our operations are influenced by weather patterns and natural or man-made disasters.***

Like other companies in the apparel industry, our sales volume and operations may be adversely affected by unseasonable weather conditions or natural or man-made disasters, which may cause consumers to alter their purchasing habits or result in a disruption to our operations. Because of the seasonality of our business, the concentration of a significant proportion of our customers in certain geographic regions, the concentration of our sourcing operations and the concentration of our distribution operations, the occurrence of such events could disproportionately impact our business, financial condition and operating results.

**Item 1B. *Unresolved Staff Comments***

None.

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We lease and own space for our distribution centers, manufacturing facilities, retail stores and sales/administration office space in various domestic and international locations. We believe that our existing properties are well maintained, are in good operating condition and will be adequate for our present level of operations. Our operations utilize:

- approximately 1.2 million square feet of owned distribution and manufacturing facilities in the United States and Mexico;
- approximately 0.6 million square feet of leased retail and restaurant space in the United States, the United Kingdom and Germany; and
- approximately 0.5 million square feet of leased and owned administrative and sales space in various locations including the United States, the United Kingdom, Germany, China and Hong Kong.

In addition to our owned distribution facilities, we also utilize certain third party warehouse/distribution providers where we do not own or lease any space. Each of our retail stores and restaurants are less than 16,000 square feet, and we do not believe that we are dependent on any individual retail or restaurant location for our business operations. These retail stores and restaurants are operated by Tommy Bahama, Ben Sherman and Lilly Pulitzer, as described in more detail in Item 1. Business of this report. We anticipate that we will be able to extend our leases to the extent that they expire in the near future on terms that are satisfactory to us or, if necessary, locate substitute properties on acceptable terms.

Details of our principal administrative, sales, distribution and manufacturing facilities, including approximate square footage, are as follows:

<u>Location</u>	<u>Primary Use</u>	<u>Operating Group</u>	<u>Square Footage</u>	<u>Lease Expiration</u>
Seattle, Washington	Sales/administration	Tommy Bahama	80,000	2015
Auburn, Washington	Distribution center	Tommy Bahama	260,000	2015
King of Prussia, Pennsylvania	Sales/administration	Lilly Pulitzer	40,000	Owned
King of Prussia, Pennsylvania	Distribution center	Lilly Pulitzer	65,000	Owned
London, England	Sales/administration	Ben Sherman	20,000	2013
Lurgan, Northern Ireland	Sales/administration	Ben Sherman	10,000	Owned
Toccoa, Georgia	Distribution center	Lanier Clothes	310,000	Owned
Merida, Mexico	Manufacturing plant	Lanier Clothes	80,000	Owned
Atlanta, Georgia	Sales/administration	Corporate and Other and Lanier Clothes	70,000	Owned
Lyons, Georgia	Sales/administration	Corporate and Other and Ben Sherman	90,000	Owned
Lyons, Georgia	Distribution center	Corporate and Other and Ben Sherman	330,000	Owned
New York, New York	Sales/administration	Various	35,000	Various
Hong Kong	Sales/administration	Various	30,000	Various

**Item 3. Legal Proceedings**

From time to time, we are a party to litigation and regulatory actions arising in the ordinary course of business. We are not currently a party to litigation or regulatory actions, or aware of any proceedings contemplated by governmental authorities, that we believe could reasonably be expected to have a material impact on our financial position, results of operations or cash flows.

**Item 4. Reserved****PART II****Item 5. Market for Registrant's Common Equity, Related Stockholder Matters and Issuer Purchases of Equity Securities****Market and Dividend Information**

Our common stock is listed and traded on the New York Stock Exchange under the symbol "OXM." As of March 18, 2011, there were 384 record holders of our common stock. The following table sets forth the high and low sale prices and quarter-end closing prices of our common stock as reported on the New York Stock Exchange for the quarters indicated. Additionally, the table indicates the dividends per share declared on shares of our common stock by our Board of Directors for each quarter.

	High	Low	Close	Dividends
Fiscal 2010				
Fourth Quarter	\$ 29.50	\$ 21.50	\$ 23.86	\$ 0.11
Third Quarter	\$ 24.66	\$ 19.23	\$ 23.03	\$ 0.11
Second Quarter	\$ 24.50	\$ 15.00	\$ 22.40	\$ 0.11
First Quarter	\$ 23.71	\$ 16.05	\$ 21.59	\$ 0.11
Fiscal 2009				
Fourth Quarter	\$ 25.62	\$ 17.54	\$ 17.84	\$ 0.09
Third Quarter	\$ 23.80	\$ 12.66	\$ 19.35	\$ 0.09
Second Quarter	\$ 14.01	\$ 8.39	\$ 13.71	\$ 0.09
First Quarter	\$ 10.70	\$ 3.14	\$ 9.84	\$ 0.09

On March 28, 2011, our Board of Directors approved a cash dividend of \$0.13 per share payable on April 29, 2011 to shareholders of record as of the close of business on April 15, 2011. Although we have paid dividends in each quarter since we became a public company in July 1960, we may discontinue or modify dividend payments at any time if we determine that other uses of our capital, including but not limited to, payment of outstanding debt, repurchases of outstanding shares or funding of future acquisitions, may be in our best interest; if our expectations of future cash flows and future cash needs outweigh the ability to pay a dividend; or if the terms of our credit facilities, the indenture for the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes, other debt instruments, contingent consideration arrangements or applicable law limit our ability to pay dividends. We may borrow to fund dividends in the short-term based on our expectation of operating cash flows in future periods subject to the terms and conditions of our credit facilities, the indenture for the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes or other debt instruments and applicable law. All cash flow from operations will not necessarily be paid out as dividends in all periods.

For details about limitations on our ability to pay dividends, see Note 5 of our consolidated financial statements and Part II, Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations, both contained in this report.

**Recent Sales of Unregistered Securities**

We did not sell any unregistered equity securities during fiscal 2010.

**Purchases of Equity Securities by the Issuer and Affiliated Purchases**

We have certain stock incentive plans as described in Note 7 to our consolidated financial statements included in this report, all of which are publicly announced plans. Under the plans, we can

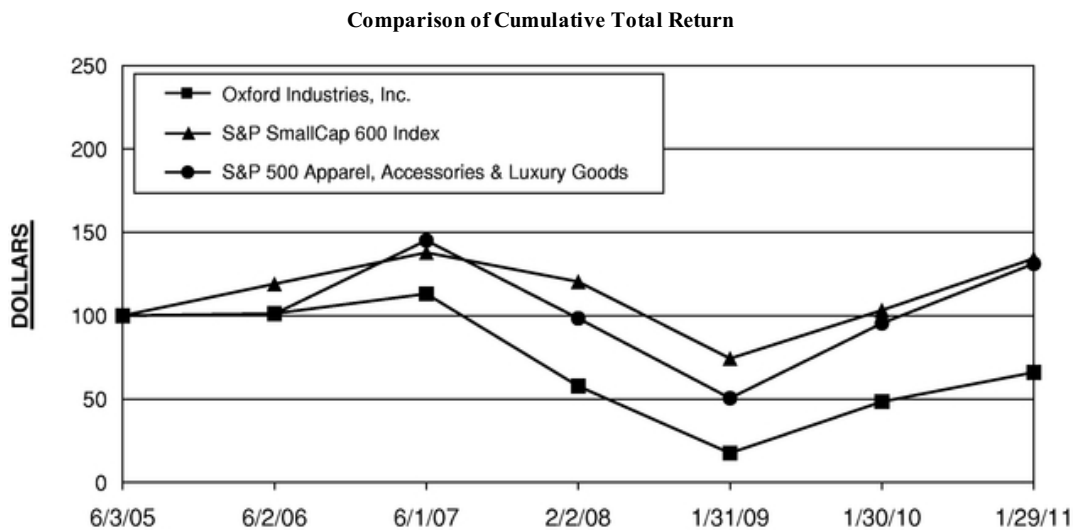
repurchase shares from employees to cover employee tax liabilities related to the exercise of stock options or the vesting of previously restricted shares. No shares were purchased during the fourth quarter of fiscal 2010. On March 28, 2011, approximately 0.3 million shares of our common stock which were issued as restricted stock awards vested. At that time, we purchased approximately 0.1 million shares of the vested common stock from our employees, including certain of our named executive officers, to cover employee tax liabilities related to the vesting of the shares.

In the second quarter of fiscal 2010, our Board of Directors authorized us to spend up to \$50 million to repurchase shares of our common stock and/or 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes. This authorization superseded and replaced all previous authorizations to repurchase shares of our common stock and/or our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes. As of January 29, 2011, no shares of our common stock nor any of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes had been repurchased pursuant to this authorization, which has no automatic expiration.

**Stock Price Performance Graph**

The graph below reflects cumulative total shareholder return (assuming an initial investment of \$100 and the reinvestment of dividends) on our common stock compared to the cumulative total return for a period of five years and eight months, beginning June 3, 2005 and ending January 29, 2011 of:

- The S&P SmallCap 600 Index; and
- The S&P 500 Apparel, Accessories and Luxury Goods.



Company / Index	Base Period 6/3/05	INDEXED RETURNS Years Ending					
		6/2/06	6/1/07	2/2/08	1/31/09	1/30/10	1/29/11
Oxford Industries, Inc.	100	101.28	113.10	57.76	17.57	48.42	65.98
S&P SmallCap 600 Index	100	119.04	137.84	120.39	74.30	103.25	134.30
S&P 500 Apparel, Accessories & Luxury Goods	100	101.05	145.13	98.39	50.51	95.44	131.13

**Item 6. Selected Financial Data**

Our selected financial data included in the table below reflects (1) the results of operations for Lilly Pulitzer, which was acquired on December 21, 2010, subsequent to date of the acquisition and (2) the divestiture of substantially all of the operations and assets of our former Womenswear and

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Oxford Apparel operations in fiscal 2006 and fiscal 2010, respectively, resulting in those operations being classified as discontinued operations for all periods presented. On October 8, 2007, our Board of Directors approved a change to our fiscal year end. Effective with our fiscal year which commenced on June 2, 2007, our fiscal year ends the end of the Saturday closest to January 31 and will, in each case, begin at the beginning of the day next following the last day of the preceding fiscal year. Accordingly, there was a transition period from June 2, 2007 through February 2, 2008 for which we filed a transition report on Form 10-KT for that period.

	Fiscal 2010	Fiscal 2009	Fiscal 2008	Eight-month Transition Period Ended February 2, 2008	Fiscal 2007	Fiscal 2006
	(In millions, except per share amounts)					
Net sales	\$ 603.9	\$ 585.3	\$ 699.1	\$ 501.5	\$ 799.5	\$ 766.2
Cost of goods sold	276.5	294.5	363.5	263.8	422.2	406.2
Gross profit	327.4	290.8	335.6	237.7	377.4	360.0
SG&A	301.0	282.5	325.4	218.5	310.6	284.9
Amortization of intangible assets	1.0	1.2	2.8	3.1	6.3	7.6
Change in fair value of contingent consideration	0.2	—	—	—	—	—
Impairment of goodwill and intangible assets	—	—	307.5	—	—	—
Royalties and other operating income	15.4	11.8	15.7	11.3	12.8	12.7
Operating income (loss)	40.7	18.9	(284.4)	27.4	73.2	80.2
Gain on repurchase of 8 <sup>7</sup> /8% Senior Unsecured Notes	—	—	7.8	—	—	—
Interest expense, net	19.9	20.5	21.3	13.8	20.9	17.0
Earnings (loss) from continuing operations before income taxes	20.8	(1.6)	(298.0)	13.6	52.3	63.3
Income taxes (benefit)	4.5	(2.9)	(19.8)	1.9	16.3	18.8
Net earnings (loss) from continuing operations	16.2	1.4	(278.1)	11.7	36.0	44.5
Earnings from discontinued operations, net of taxes	12.9	13.2	6.6	8.5	15.5	14.8
Gain on sale of discontinued operations, net of taxes	49.5	—	—	—	—	10.4
Net earnings from discontinued operations, net of taxes	62.4	13.2	6.6	8.5	15.5	25.2
Net earnings (loss)	\$ 78.7	\$ 14.6	\$ (271.5)	\$ 20.2	\$ 51.6	\$ 69.7
Diluted net earnings (loss) from continuing operations per common share	\$ 0.98	\$ 0.09	\$ (17.42)	\$ 0.67	\$ 2.01	\$ 2.50
Diluted earnings from discontinued operations, net of taxes, per common share	\$ 0.78	\$ 0.81	\$ 0.42	\$ 0.49	\$ 0.87	\$ 0.83
Diluted gain on sale of discontinued operations, net of taxes, per common share	\$ 2.99	—	—	—	—	\$ 0.58
Diluted net earnings from discontinued operations per common share	\$ 3.77	\$ 0.81	\$ 0.42	\$ 0.49	\$ 0.87	\$ 1.41
Diluted net earnings (loss) per common share	\$ 4.75	\$ 0.90	\$ (17.00)	\$ 1.16	\$ 2.88	\$ 3.92
Diluted weighted average shares outstanding	16.6	16.3	16.0	17.4	17.9	17.8
Dividends declared	\$ 7.3	\$ 5.9	\$ 11.5	\$ 9.3	\$ 11.7	\$ 9.9
Dividends declared per common share	\$ 0.44	\$ 0.36	\$ 0.72	\$ 0.54	\$ 0.66	\$ 0.57
Total assets, at period-end	\$ 558.5	\$ 425.2	\$ 467.7	\$ 910.1	\$ 907.6	\$ 885.0
Long-term debt, less current maturities, at period-end	\$ 147.1	\$ 146.4	\$ 194.2	\$ 234.4	\$ 199.3	\$ 200.0
Shareholders' equity, at period-end	\$ 180.0	\$ 104.4	\$ 87.3	\$ 407.4	\$ 452.9	\$ 398.1
Capital expenditures	\$ 13.3	\$ 11.3	\$ 20.0	\$ 21.1	\$ 31.3	\$ 25.0
Depreciation and amortization	\$ 18.8	\$ 20.4	\$ 23.6	\$ 16.0	\$ 23.1	\$ 22.7
Amortization of deferred financing costs	\$ 1.3	\$ 3.4	\$ 2.9	\$ 1.7	\$ 2.5	\$ 2.5
Book value per share at period-end	\$ 10.90	\$ 6.34	\$ 5.50	\$ 25.38	\$ 25.38	\$ 22.56

**Item 7. *Management's Discussion and Analysis of Financial Condition and Results of Operations***

The following discussion and analysis of our operations, cash flows, liquidity and capital resources should be read in conjunction with our consolidated financial statements contained in this report.

**OVERVIEW**

We generate revenues and cash flow primarily through the design, production, sale and distribution of branded consumer apparel for men, women and children and the licensing of company owned trademarks. Our principal markets and customers are located in the United States and, to a lesser extent, the United Kingdom. We source substantially all of our products through third party manufacturers located outside of the United States and United Kingdom. We distribute our products through our direct to consumer channels, including our retail stores, e-commerce websites and restaurants, as well as through our wholesale distribution channel, which includes department stores, specialty stores, national chains, specialty catalogs, mass merchants and Internet retailers.

Although we have seen signs of recovery in fiscal 2010, the last three years have been particularly challenging for our operating groups due to the weak global economic conditions which began in fiscal 2008 and continued through fiscal 2009. In much of fiscal 2010, we purchased inventory at levels which mitigated inventory markdown risk and promotional pressure, while also maintaining the integrity of our brands. However, these precautions also limited our growth opportunities in some cases. Although the challenging economic conditions continue to have an impact on our business and the apparel industry as a whole, and we continue to focus on minimizing inventory markdown risk and promotional pressure, we have been slightly more aggressive in our inventory purchases for fiscal 2011 and anticipate continuing to purchase inventory more aggressively if the economic conditions continue to show improvement. We believe that fiscal 2011 will be impacted by pricing pressures on raw materials, fuel, transportation and other costs necessary for the production and sourcing of apparel products.

We continue to believe it is important to focus on maintaining a strong balance sheet and ample liquidity. We believe that the measures we have taken to reduce working capital requirements, moderate capital expenditures for retail stores, reduce our overhead structure, refinance our significant debt agreements and divest substantially all of the operations and assets of our former Oxford Apparel operating group have significantly enhanced our balance sheet and liquidity, while allowing us to acquire the Lilly Pulitzer brand and operations and continue to operate our businesses appropriately. We believe our strong balance sheet and liquidity will allow us to aggressively develop Tommy Bahama, Lilly Pulitzer and Ben Sherman, our lifestyle brands, while maintaining Lanier Clothes' high level of performance, and at the same time maintain the financial flexibility to opportunistically enhance our capital structure and pursue desirable acquisitions, if any meet our investment criteria.

The apparel and retail industry is cyclical and dependent upon the overall level of discretionary consumer spending, which changes as regional, domestic and international economic conditions change. The impact of negative economic conditions may have a longer and more severe impact on the apparel and retail industry than the same conditions have on other industries. Therefore, even if conditions improve in the general economy, the negative impact on the apparel and retail industry may continue.

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The following table sets forth our consolidated operating results (in thousands, except per share amounts) for fiscal 2010 compared to fiscal 2009:

	Fiscal 2010	Fiscal 2009	\$ Change
Net sales	\$ 603,947	\$ 585,306	\$ 18,641
Earnings from continuing operations	\$ 16,235	\$ 1,386	\$ 14,849
Earnings from continuing operations per diluted common share	\$ 0.98	\$ 0.09	\$ 0.89
Earnings from discontinued operations, net of taxes	\$ 12,877	\$ 13,238	\$ (361)
Earnings from discontinued operations per diluted common share	\$ 0.78	\$ 0.81	\$ (0.03)
Gain on sale of discontinued operations, net of taxes	\$ 49,546	\$ —	\$ 49,546
Gain on sale of discontinued operations per diluted common share	\$ 2.99	\$ —	\$ 2.99
Net earnings from discontinued operations, net of taxes	\$ 62,423	\$ 13,238	\$ 49,185
Net earnings from discontinued operations per diluted common share	\$ 3.77	\$ 0.81	\$ 2.96
Net earnings	\$ 78,658	\$ 14,624	\$ 64,034
Net earnings per diluted common share	\$ 4.75	\$ 0.90	\$ 3.85
Weighted average common shares outstanding—diluted	16,551	16,304	247

The primary reasons for the improvement in earnings from continuing operations were:

- An increase in net sales driven by an increase in all channels of distribution at Tommy Bahama and the \$6.0 million of net sales related to Lilly Pulitzer subsequent to our acquisition on December 21, 2010. These net sales increases were partially offset by net sales decreases in Ben Sherman and Lanier Clothes, which were primarily attributable to our exit from certain business lines in these two groups. Fiscal 2010 included \$2.5 million of net sales associated with businesses in Ben Sherman and Lanier Clothes that we have exited compared to \$20.8 million of such sales in fiscal 2009.
- Improved gross margins, which benefitted from the higher proportion of net sales being Tommy Bahama sales and 2010 including a LIFO accounting charge of \$3.8 million compared to a LIFO accounting charge of \$4.9 million in fiscal 2009. Additionally, gross margins were negatively impacted by approximately \$0.8 million of charges to cost of goods sold in Lilly Pulitzer resulting from the write-up of acquired inventory from cost to fair value pursuant to the purchase method of accounting in connection with the sale of acquired inventory, as discussed below.
- A \$0.2 million charge related to the change in fair value of contingent consideration associated with the acquisition of the Lilly Pulitzer brand and operations.
- Increased royalty income in Tommy Bahama resulting from increased sales during fiscal 2010 by existing licensees, the addition of new licensees and certain license termination payments received in fiscal 2010.
- The \$1.8 million write-off of unamortized deferred financing costs related to the satisfaction and discharge of the remaining 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes, which was included in interest expense in fiscal 2009.

These items were partially offset by:

- The net increase in SG&A which was primarily due to (1) increased incentive compensation amounts resulting from the resumption of our incentive compensation program, which was suspended in fiscal 2009 and is tied to our financial performance, (2) increased retail store operating costs as a result of the opening of additional retail stores during fiscal 2009 and fiscal 2010, (3) the inclusion of SG&A associated with Lilly Pulitzer operations subsequent to our acquisition on December 21, 2010, (4) transaction costs associated with the acquisition of Lilly

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Pulitzer totaling approximately \$0.8 million and (5) the net impact of restructuring and other charges of \$3.2 million related to certain retail store lease terminations and fixed asset impairment charges in Ben Sherman in fiscal 2010 compared to restructuring charges of \$2.6 million related to Ben Sherman's exit from its women's, footwear and kids' operations and other streamlining initiatives in Ben Sherman as well as an impairment of certain leasehold improvements in Tommy Bahama in fiscal 2009.

Earnings from discontinued operations reflect operations related to our former Oxford Apparel operating group. We sold substantially all of the operations and assets of Oxford Apparel in fiscal 2010, as discussed below. Earnings from discontinued operations for fiscal 2010 included the \$49.5 million gain on sale associated with this transaction and eleven months of operations for the discontinued operations, whereas fiscal 2009 included twelve months of operations for the discontinued operations. We do not anticipate significant operating activities associated with discontinued operations in the future other than the conversion of the net retained assets and liabilities of the discontinued operations as of January 29, 2011, into cash, substantially all of which we anticipate will occur during the first half of fiscal 2011 and the sale of inventory and recognition of the related commission income associated with goods in process as of January 29, 2011.

### **ACQUISITION OF LILLY PULITZER**

On December 21, 2010, we acquired all of the outstanding capital stock of Sugartown Worldwide, Inc. from SWI Holdings, Inc., pursuant to a stock purchase agreement, which was treated as an asset purchase for tax purposes. Sugartown owns the Lilly Pulitzer trademark and designs, sources and distributes upscale collections of women's dresses, sportswear and other products to specialty and department stores, as well as through direct to consumer channels, including retail stores and an e-commerce site. The operations of the acquired business are reported as our Lilly Pulitzer operating group from the date of acquisition.

We paid \$60 million in cash, subject to adjustment based on net working capital as of the closing date of the acquisition. After giving effect to a preliminary working capital adjustment, the purchase price paid was approximately \$58.3 million, net of acquired cash of \$0.9 million. In connection with the acquisition, we entered into a contingent consideration agreement on December 21, 2010, pursuant to which we will be obligated to pay cash payments of up to \$2.5 million after each of the four fiscal years following the closing of the transaction and an additional \$10 million subsequent to the end of the fourth fiscal year, contingent upon the Lilly Pulitzer operating group's achievement of certain performance targets.

### **DISCONTINUED OPERATIONS—OXFORD APPAREL**

On January 3, 2011, we sold to LF USA Inc., substantially all of the operations and assets of our former Oxford Apparel operating group (other than accounts receivable associated with the businesses which are being sold and all assets and operations relating to our Oxford Golf business and our distribution center in Lyons, Georgia). The purchase price paid by LF was equal to approximately \$121.7 million, less an adjustment based on net working capital on the closing date of the transaction. After giving effect to the preliminary net working capital adjustment, the purchase price paid by LF at the closing of the transaction was approximately \$108.2 million, of which \$5.4 million is being held in escrow pending completion of the final working capital adjustment and other requirements. The net working capital deficit resulted from our retention of accounts receivable and goods in transit as of the closing date, partially offset by our retention of certain accounts payable, as of the closing date, associated with Oxford Apparel. The final net working capital adjustment is expected to occur within 120 days of the closing date of the transaction. LF also agreed to purchase our goods in transit relating to Oxford Apparel following the closing of the transaction. As of January 29, 2011, there were approximately \$17.0 million of net assets associated with the discontinued operations, including a



\$5.4 million receivable for the cash held in escrow. We anticipate that these net assets, as well as certain commissions we will earn related to goods in transit and inventory in process as of the transaction date, will be converted into cash during the first half of fiscal 2011.

In connection with the consummation of the transaction described above, we, among other things, entered into (1) license agreements with LF to grant licenses (subject to the limitations set forth in the applicable license agreements) to LF to use the trade name "Oxford Apparel" perpetually in connection with its business, as well as to use certain other trademarks in connection with the manufacture, sale and distribution of men's dress shirts for certain periods of time in the applicable territory; (2) a services agreement with LF pursuant to which, in exchange for various fees, we will provide certain transitional support services to LF in its operation of the transferred assets; and (3) a limited non-competition agreement with LF pursuant to which we agreed (subject to the exceptions set forth in the non-competition agreement) not to engage in certain activities for a period of three years following the completion of the transaction.

The results of operations classified as discontinued operations include the operating results for Oxford Apparel as reported historically, except that (1) the operations of our Oxford Golf business and the operations of our Lyons, Georgia distribution center are reported within Corporate and Other as those operations were not sold and (2) certain corporate service costs which were previously allocated to Oxford Apparel are included in Corporate and Other as there is uncertainty in whether there will be a reduction in those costs as a result of the Oxford Apparel sale.

We allocated all interest expense related to our U.S. Revolving Credit Agreement to earnings from discontinued operations as the estimated net proceeds from the transaction and the proceeds from the settlement of the retained assets and liabilities related to the discontinued operations, substantially all of which are expected to be converted into cash during the first half of fiscal 2011, exceed the amounts outstanding under our U.S. Revolving Credit Agreement during each of the periods presented. We did not allocate any interest related to our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes to discontinued operations. The income taxes for discontinued operations reflect the residual income tax expense after calculating the income taxes for continuing operations, excluding the discontinued operations.

## OPERATING GROUPS

Our business is primarily operated through our four operating groups: Tommy Bahama, Lilly Pulitzer, Ben Sherman and Lanier Clothes. We identify our operating groups based on the way our management organizes the components of our business for purposes of allocating resources and assessing performance. All amounts included in this report and in our consolidated financial statements reflect our changes in operating groups during fiscal 2010, including (1) the acquisition of Sugartown, resulting in the creation of our Lilly Pulitzer operating group, (2) the sale of substantially all of the operations and assets of our former Oxford Apparel operating group, which are now classified as discontinued operations, (3) the reclassification of our Oxford Golf business and our Lyons, Georgia distribution center operations into Corporate and Other, as these activities were previously included in Oxford Apparel, but will continue to be operated by us, and (4) the reclassification of certain corporate service costs from Oxford Apparel, where they were previously allocated, to Corporate and Other, as there is uncertainty in whether there will be a reduction in those costs as a result of the Oxford Apparel sale.

Tommy Bahama designs, sources and markets collections of men's and women's sportswear and related products. The target consumers of Tommy Bahama are affluent men and women age 35 and older who embrace a relaxed and casual approach to daily living. Tommy Bahama products can be found in our owned and licensed Tommy Bahama retail stores and on our Tommy Bahama e-commerce website, as well as in certain department stores and independent specialty stores throughout the United

States. We also license the Tommy Bahama name for various product categories and operate Tommy Bahama restaurants.

Lilly Pulitzer designs, sources and distributes upscale collections of women's and girl's dresses, sportswear and other products. Lilly Pulitzer was originally created in the late 1950's and is an affluent brand with heritage and aesthetic based on the Palm Beach resort lifestyle. The brand is somewhat unique among women's brands in that it has demonstrated multi-generational appeal. The brand targets three distinct groups of women: young women recently graduated from college; young mothers and their daughters; and women who are not tied to the academic calendar. Lilly Pulitzer products can be found in our owned Lilly Pulitzer stores, in Lilly Pulitzer Signature Stores and on our Lilly Pulitzer website, as well as in certain department stores and a variety of independent specialty stores. We also license the Lilly Pulitzer name for various product categories.

Ben Sherman is a London-based designer, marketer and distributor of men's branded sportswear and related products. Ben Sherman was established in 1963 as an edgy, "Mod"-inspired shirt brand and has evolved into a British lifestyle brand of apparel targeted at style conscious men ages 25 to 40 in multiple markets throughout the world. Ben Sherman products can be found in certain department stores, a variety of independent specialty stores and our owned and licensed Ben Sherman retail stores, as well as on Ben Sherman e-commerce websites. We also license the Ben Sherman name for various product categories.

Lanier Clothes designs and markets branded and private label men's tailored clothing including suits, sportcoats, suit separates and dress slacks across a wide range of price points. Certain Lanier Clothes products are sold using trademarks licensed to us by third parties, including Kenneth Cole, Dockers, and Geoffrey Beene. Lanier Clothes also offers branded products under our Billy London and Arnold Brant trademarks. In addition to the branded businesses, Lanier Clothes designs and sources certain private label products for certain customers. Significant private label brands include Stafford, Lands' End, Alfani, Structure and Kenneth Roberts. Our Lanier Clothes products are sold to national chains, department stores, specialty stores, specialty catalog retailers and discount retailers throughout the United States.

Corporate and Other is a reconciling category for reporting purposes and includes our corporate office, substantially all financing activities, elimination of inter-segment sales, LIFO inventory accounting adjustments, other costs that are not allocated to the operating groups and operations of our other businesses which are not included in our four operating groups. LIFO inventory calculations are made on a legal entity basis which does not correspond to our operating group definitions; therefore, LIFO inventory accounting adjustments are not allocated to operating groups. The operations of businesses that are included in Corporate and Other include our Oxford Golf business and our Lyons, Georgia distribution center operations.

For further information regarding our operating groups, see Note 10 to our consolidated financial statements and Part I, Item 1, Business, both included in this report.

## **RESULTS OF OPERATIONS**

The following table sets forth the specified line items in our consolidated statements of operations both in dollars (in thousands) and as a percentage of net sales. We have calculated all percentages based on actual data, but percentage columns may not add due to rounding. Individual line items of our consolidated statements of operations may not be directly comparable to those of our competitors, as classification of certain expenses may vary by company. In accordance with U.S. GAAP, net sales, cost of goods sold, gross profit, SG&A, amortization of intangible assets, change in fair value of contingent consideration, impairment of goodwill and intangible assets, royalties and other operating income, operating income, interest expense, net, earnings from continuing operations before income taxes, income taxes and earnings from continuing operations reflect continuing operations only, and all

discontinued operations are reflected in net earnings from discontinued operations. For purposes of the tables below, "NM" means not meaningful.

	Fiscal 2010		Fiscal 2009		Fiscal 2008	
Net sales	\$ 603,947	100.0%	\$ 585,306	100.0%	\$ 699,064	100.0%
Cost of goods sold	276,540	45.8%	294,493	50.3%	363,452	52.0%
Gross profit	327,407	54.2%	290,813	49.7%	335,612	48.0%
SG&A	301,002	49.8%	282,489	48.3%	325,342	46.5%
Amortization of intangible assets	973	0.2%	1,217	0.2%	2,800	0.4%
Change in fair value of contingent consideration	200	0.0%	—	—	—	—
Impairment of goodwill and intangible assets	—	—	—	—	307,532	44.0%
Royalties and other operating income	15,430	2.6%	11,803	2.0%	15,661	2.2%
Operating income (loss)	40,662	6.7%	18,910	3.2%	(284,401)	(40.7)%
Gain on repurchase of 8 <sup>7</sup> /8% Senior Unsecured Notes	—	—	—	—	7,767	1.1%
Interest expense, net	19,887	3.3%	20,469	3.5%	21,317	3.0%
Earnings (loss) from continuing operations before income taxes	20,775	3.4%	(1,559)	(0.3)%	(297,951)	(42.6)%
Income taxes	4,540	0.8%	(2,945)	(0.5)%	(19,845)	(2.8)%
Earnings (loss) from continuing operations	16,235	2.7%	1,386	0.2%	(278,106)	(39.8)%
Earnings from discontinued operations, net of taxes	12,877	NM	13,238	NM	6,649	NM
Gain on sale of discontinued operations, net of taxes	49,546	NM	—	NM	—	NM
Net earnings from discontinued operations, net of taxes	62,423	NM	13,238	NM	6,649	NM
Net earnings (loss)	\$ 78,658	NM	\$ 14,624	NM	\$ (271,457)	NM

#### FISCAL 2010 COMPARED TO FISCAL 2009

The discussion and tables below compares certain line items included in our statements of operations for fiscal 2010 to fiscal 2009. Each dollar and percentage change provided reflects the change between these periods unless indicated otherwise. Each dollar and share amount included in the tables is in thousands except for per share amounts.

#### Net Sales

	Fiscal 2010	Fiscal 2009	\$ Change	% Change
Tommy Bahama	\$398,510	\$363,084	\$35,426	9.8%
Lilly Pulitzer	5,959	—	5,959	NM
Ben Sherman	86,920	102,309	(15,389)	(15.0)%
Lanier Clothes	103,733	114,542	(10,809)	(9.4)%
Corporate and Other	8,825	5,371	3,454	64.3%
Total net sales	\$603,947	\$585,306	\$ 18,641	3.2%

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Consolidated net sales increased \$18.6 million, or 3.2%, in fiscal 2010 compared to fiscal 2009. The increase in net sales was primarily a result of the changes in each operating group discussed below as well as the inclusion of sales for Lilly Pulitzer in fiscal 2010 subsequent to our acquisition on December 21, 2010. Fiscal 2010 included \$2.5 million of sales related to businesses that we have exited in Ben Sherman and Lanier Clothes compared to \$20.8 million of such sales in fiscal 2009.

### *Tommy Bahama:*

The increase in net sales for Tommy Bahama was primarily due to improved comparable retail store sales, sales at retail stores opened during fiscal 2009 and fiscal 2010, higher e-commerce sales and higher wholesale sales. Tommy Bahama apparel unit sales increased 14.1%, which was a result of the improvement in all channels of distribution. The average selling price per unit decreased by 3.2% due to Tommy Bahama offering more items at entry level price points below \$100 and women's, home and gift items, which carry a lower average unit price than men's, making up a higher proportion of Tommy Bahama's sales mix.

### *Lilly Pulitzer:*

We acquired Lilly Pulitzer on December 21, 2010. Therefore, fiscal 2010 reflects approximately six weeks of net sales that totaled \$6.0 million for Lilly Pulitzer while the prior year includes no net sales for Lilly Pulitzer.

### *Ben Sherman:*

The decrease in net sales for Ben Sherman was primarily due to a 17.8% reduction in unit sales largely resulting from our exit from and subsequent licensing of our footwear and kids' businesses and our exit from our women's operations during fiscal 2009. Net sales related to the footwear, kids' and women's businesses totaled approximately \$2.1 million in fiscal 2010 compared to \$17.2 million in fiscal 2009. Net sales were also negatively impacted by a 2.1% decrease in the average exchange rate of the British pound sterling versus the United States dollar during fiscal 2010 compared to the average exchange rate for fiscal 2009. The impact of the exited businesses and the exchange rate were partially offset by increased in retail sales in fiscal 2010. The average selling price per unit for Ben Sherman increased 3.4% as retail sales represented a greater proportion of total Ben Sherman sales during fiscal 2010 and there were fewer off-price sales in fiscal 2010. Fiscal 2009 included more off-price sales associated with the exited businesses.

### *Lanier Clothes:*

The decrease in net sales for Lanier Clothes was primarily due to a reduction in unit sales of 10.8%, which was driven by lower sales in our private label businesses and the inclusion of approximately \$3.6 million of net sales in fiscal 2009 related to businesses that we have exited. These decreases in net sales were partially offset by higher sales in our branded tailored clothing business. The average selling price per unit increased 1.5% as a result of the change in sales mix as private label products typically have a lower selling price than branded products and many of the sales of the products for businesses that we exited were off-price, close out sales.

### *Corporate and Other:*

Corporate and Other primarily consists of the net sales of our Oxford Golf business and our Lyons, Georgia distribution center. The increase in the net sales for Corporate and Other are primarily driven by the higher net sales in our Oxford Golf business during fiscal 2010.

[Table of Contents](#)**Gross Profit**

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>\$ Change</u>	<u>% Change</u>
Gross profit	\$ 327,407	\$ 290,813	\$ 36,594	12.6%
Gross margin (gross profit as a % of net sales)	54.2%	49.7%		
LIFO charges included in gross profit	\$ 3,792	\$ 4,943		
Restructuring charges included in gross profit	—	\$ 355		
Write-up of acquired inventory included in gross profit	\$ 764	—		

The increase in gross profit was primarily due to higher net sales and increased gross margins. The increase in gross margins was primarily due to changes in the sales mix for fiscal 2010 compared to fiscal 2009. The changes in sales mix included (1) direct to consumer sales, which generally have higher gross margins than wholesale sales, making up a larger proportion of Tommy Bahama sales, (2) Tommy Bahama sales representing a larger proportion of our consolidated net sales, (3) fewer close out sales in Ben Sherman as fiscal 2009 included sales associated with footwear, kids' and women's operations, which we exited, (4) the inclusion of \$0.4 million of restructuring charges in Ben Sherman in 2009 associated with our exit from the Ben Sherman footwear, kids' and women's operations, (5) a sales mix change in Lanier Clothes towards branded products and (6) the impact of LIFO accounting charges which totaled \$3.8 million and \$4.9 million in fiscal 2010 and fiscal 2009, respectively. These positive items were partially offset by the negative impact on our gross profit of approximately \$0.8 million of charges to cost of goods sold in Lilly Pulitzer resulting from the write-up of acquired inventory from cost to fair value pursuant to the purchase method of accounting in connection with the sale of acquired inventory. Our gross profit may not be directly comparable to those of our competitors, as statement of operations classification of certain expenses may vary by company.

**SG&A**

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>\$ Change</u>	<u>% Change</u>
SG&A	\$ 301,002	\$ 282,489	\$ 18,513	6.6%
SG&A (as % of net sales)	49.8%	48.3%		
Restructuring and other charges included in SG&A	\$ 3,212	\$ 2,201		
Acquisition transaction costs included in SG&A	\$ 848	—		
Environmental reserve reduction included in SG&A	\$ (2,242)	—		

The increase in SG&A was primarily due to fiscal 2010 including (1) costs associated with the resumption of our incentive compensation program, which was suspended in fiscal 2009 and is tied to our financial performance, which impacted SG&A for each of our operating groups, (2) the incremental SG&A associated with the costs of operating retail stores which opened during fiscal 2009 and fiscal 2010, (3) SG&A costs associated with Lilly Pulitzer subsequent to our acquisition and (4) transaction costs associated with the Lilly Pulitzer acquisition totaling \$0.8 million. Additionally, SG&A was impacted by the impact of restructuring charges which totaled \$3.2 million in fiscal 2010 and \$2.2 million in fiscal 2009. The fiscal 2010 restructuring costs primarily related to lease termination charges related to two Ben Sherman retail stores in the United Kingdom and certain fixed asset impairment charges in Ben Sherman. The fiscal 2009 restructuring charges included \$2.0 million related to charges associated with our exit from the Ben Sherman women's, footwear and kids' operations, as well as other streamlining initiatives, and \$0.5 million related to the impairment of certain leasehold improvements associated with a Tommy Bahama New York office lease. These increased charges to SG&A were partially offset by the \$2.2 million of decrease in SG&A in fiscal 2010 resulting from a reduction in our estimate of expected remediation costs associated with an existing environmental reserve.

[Table of Contents](#)**Amortization of Intangible Assets**

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>\$ Change</u>	<u>% Change</u>
Amortization of intangible assets	\$ 973	\$ 1,217	\$ (244)	(20.0)%

The decrease in amortization of intangibles was the result of decreases in amortization for Tommy Bahama and Ben Sherman as amortization of intangible assets is typically greater in the earlier periods following an acquisition. We anticipate that amortization of intangible assets in fiscal 2011 will be approximately \$1.2 million with an increase due to the amortization of intangible assets related to Lilly Pulitzer being partially offset by decreases in amortization of intangible assets for Tommy Bahama and Ben Sherman.

**Change in fair value of contingent consideration**

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>\$ Change</u>	<u>% Change</u>
Change in fair value of contingent consideration	\$ 200	\$ —	\$ 200	100.0%

In connection with the acquisition of the Lilly Pulitzer brand and operations, we entered into a contingent consideration agreement with the sellers, whereby we will be obligated to pay certain contingent consideration amounts based on the achievement of certain performance criteria by our Lilly Pulitzer operating group, which may be as much as \$20 million in the aggregate over the four years subsequent to the acquisition. In accordance with U.S. GAAP, we have recognized a liability in our consolidated balance sheets for the fair value of this liability. This liability will increase in fair value as we approach the date of anticipated payment, resulting in a charge to our consolidated statements of operations. Additionally, the fair value of the contingent consideration will change in future periods to the extent that our assumptions regarding the probability of the payment of the contingent consideration, discount rates and other factors change as part of our periodic assessment of the fair value of the liability. We anticipate that the change in fair value of contingent consideration due to the passage of time only will be approximately \$2.4 million in fiscal 2011; however, this charge will change if we alter any assumptions related to fair value of the contingent consideration. The change in assumptions could result in a material change to the amount included in the statement of operations for fiscal 2011.

**Royalties and other operating income**

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>\$ Change</u>	<u>% Change</u>
Royalties and other operating income	\$ 15,430	\$ 11,803	\$ 3,627	30.7%

The increase in royalties and other operating income was primarily due to increased royalty income in Tommy Bahama, as sales reported by certain licensees increased and new licensees were added as well as the impact of a payment received related to the termination of the license for Tommy Bahama rum in fiscal 2010.

*Operating income (loss)*

	Fiscal 2010	Fiscal 2009	\$ Change	% Change
Tommy Bahama	\$ 51,081	\$ 37,515	\$ 13,566	36.2%
Lilly Pulitzer	(372)	—	(372)	NM
Ben Sherman	(2,664)	(8,616)	5,952	69.1%
Lanier Clothes	14,316	12,389	1,927	15.6%
Corporate and Other	(21,699)	(22,378)	679	3.0%
Total operating income	<u>\$ 40,662</u>	<u>\$ 18,910</u>	<u>\$ 21,752</u>	<u>115.0%</u>
LIFO charges included in operating income	\$ 3,792	\$ 4,943		
Write-up of acquired inventory included in operating income	\$ 764	—		
Change in fair value of contingent consideration including in operating income	\$ 200	—		
Acquisition transaction costs included in operating income	\$ 848	—		
Restructuring charges included in operating income	\$ 3,212	\$ 2,556		
Environmental reserve reduction included in operating income	\$ (2,242)	—		

Operating income, on a consolidated basis, increased to \$40.7 million in fiscal 2010 from \$18.9 million in fiscal 2009. The \$21.8 million increase in operating income was primarily due to (1) increased net sales, (2) improved gross margins and (3) higher royalty income, which were partially offset by (1) increased SG&A, (2) the impact of restructuring charges of \$3.2 million for fiscal 2010 and \$2.6 million for fiscal 2009, (3) inventory mark-up charges associated with purchase accounting of \$0.8 million and (4) transaction costs associated with the Lilly Pulitzer acquisition of \$0.8 million. Additionally, operating income included charges for LIFO accounting of \$3.8 million in fiscal 2010 and \$4.9 million in fiscal 2009. Fiscal 2010 also included a \$2.2 million of decrease in SG&A resulting from a reduction in our estimate of remediation costs associated with an existing environmental reserve. Changes in operating income by operating group are discussed below.

*Tommy Bahama:*

	Fiscal 2010	Fiscal 2009	\$ Change	% Change
Net sales	\$ 398,510	\$ 363,084	\$ 35,426	9.8%
Operating income	\$ 51,081	\$ 37,515	\$ 13,566	36.2%
Operating income as % of net sales	12.8%	10.3%		
Restructuring charges included in operating income	\$ —	\$ 534		

The increase in operating income for Tommy Bahama was primarily due to the increased net sales, improved gross margins due to a greater proportion of direct to consumer sales as a percentage of total Tommy Bahama sales and higher royalty income, which were partially offset by increased SG&A associated with higher incentive compensation expense, the costs of operating additional retail stores during fiscal 2010 and other overhead cost increases.

[Table of Contents](#)*Lilly Pulitzer:*

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>
Net sales	\$ 5,959	\$ —
Operating income (loss)	\$ (372)	\$ —
Operating income (loss) as % of net sales	(6.2%)	—
Write-up of acquired inventory included in operating income (loss)	\$ 764	\$ —
Change in fair value of contingent consideration included in operating income (loss)	\$ 200	\$ —

We acquired Lilly Pulitzer on December 21, 2010. Therefore, fiscal 2010 reflects approximately six weeks of operating income for Lilly Pulitzer while the prior year includes no operating income for Lilly Pulitzer. The six weeks of fiscal 2010 operating results were negatively impacted by approximately \$0.8 million of charges to cost of goods sold in Lilly Pulitzer resulting from the write-up of acquired inventory from cost to fair value pursuant to the purchase method of accounting in connection with the sale of acquired inventory. U.S. GAAP requires that all assets acquired as part of an acquisition, including inventory, be recorded at fair value, rather than cost. This write-up is recognized as an increase to cost of goods sold as the inventory is sold in the ordinary course of business. The remaining write-up included in our inventory at January 29, 2010 is approximately \$1.0 million, which we anticipate will be recognized as cost of goods sold, in addition to normal cost of goods sold amounts, during the first quarter of fiscal 2011 as the acquired inventory is sold. Additionally, the Lilly Pulitzer operating results included a \$0.2 million charge related to the change in the fair value of the contingent consideration. U.S. GAAP requires that we estimate the fair value of the contingent consideration periodically, with any change in the fair value being included in the statement of operations during that period.

*Ben Sherman:*

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>\$ Change</u>	<u>% Change</u>
Net sales	\$ 86,920	\$ 102,309	\$ (15,389)	(15.0)%
Operating income (loss)	\$ (2,664)	\$ (8,616)	\$ 5,952	69.1%
Operating income (loss) as % of net sales	(3.1)%	(8.4)%		
Restructuring charges included in operating income (loss)	\$ 3,212	\$ 2,022		

The improved operating results for Ben Sherman were primarily due to increased gross margins and reduced SG&A, driven by our exit from and subsequent licensing of the footwear and kids' businesses, our exit from the women's operations and other streamlining initiatives. Fiscal 2010 included \$3.2 million of charges associated with our termination of two retail store leases in the United Kingdom and fixed asset impairment charges, while 2009 SG&A included \$2.0 million of restructuring charges primarily related to our exit from and subsequent licensing of the footwear and kids' businesses and other streamlining initiatives.

*Lanier Clothes:*

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>\$ Change</u>	<u>% Change</u>
Net sales	\$ 103,733	\$ 114,542	\$ (10,809)	(9.4)%
Operating income	\$ 14,316	\$ 12,389	\$ 1,927	15.6%
Operating income as % of net sales	13.8%	10.8%		



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The increase in operating income for Lanier Clothes was primarily a result of improved gross margins due to sales mix, with branded sales representing a greater proportion of Lanier Clothes' sales in fiscal 2010, and close out sales associated with exited businesses being included in net sales fiscal 2009. The improved gross margins were partially offset by increased SG&A, resulting from higher incentive compensation expense and the higher cost structure generally associated with branded businesses.

*Corporate and Other:*

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>\$ Change</u>	<u>% Change</u>
Net sales	\$ 8,825	\$ 5,371	\$ 3,454	64.3%
Operating loss	\$ (21,699)	\$ (22,378)	679	3.0%
LIFO charges included in operating loss	\$ 3,792	\$ 4,943		
Acquisition transaction costs included operating loss	\$ 848	—		
Environmental reserve reduction included in operating loss	\$ (2,242)	—		

The Corporate and Other operating results improved by \$0.7 million from a loss of \$22.4 million in fiscal 2009 to a loss of \$21.7 million in fiscal 2010. Fiscal 2010 and fiscal 2009 included LIFO accounting charges of \$3.8 million and \$4.9 million, respectively. Fiscal 2010 also included \$0.8 million of transaction costs associated with the acquisition of Lilly Pulitzer, which were expensed as incurred, and a \$2.2 million reduction in our estimate of expected remediation costs associated with an existing environmental reserve. Aside from the impact of LIFO accounting charges, the transaction costs associated with the Lilly Pulitzer acquisition and the reduction in the environmental reserve, the reduced operating results were primarily due to higher incentive compensation costs resulting from the resumption of our incentive compensation program, which was suspended in fiscal 2009 and is tied to our financial performance.

*Interest expense, net*

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>\$ Change</u>	<u>% Change</u>
Interest expense, net	\$ 19,887	\$ 20,469	\$ (582)	(2.8)%
Write-off of deferred financing costs included in interest expense	\$ —	\$ 1,759		

Interest expense for fiscal 2010 and fiscal 2009 was relatively unchanged, after reclassifying all interest related to our U.S. Revolving Credit Agreement to discontinued operations. However, fiscal 2009 included a \$1.8 million write-off of unamortized deferred financing costs and discount related to the 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes, which were satisfied and discharged in June 2009. Aside from the impact of this \$1.8 million write-off, the increase in interest expense was primarily due to higher interest rates in fiscal 2010, which resulted from the June 2009 replacement of our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes with our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes.

*Income taxes*

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>\$ Change</u>	<u>% Change</u>
Income taxes	\$ 4,540	\$ (2,945)	\$ 7,485	NM
Effective tax rate	21.9%	NM		

Income taxes for both periods were impacted by certain discrete items, including a decrease in income tax contingency reserves upon the expiration of the corresponding statute of limitations, favorable permanent differences and tax credits which do not necessarily fluctuate with earnings. The

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effective tax rate in fiscal 2010 is not necessarily indicative of the effective tax rates in future periods, as the effective tax rate in the future will be higher if our earnings levels increase because the incremental earnings will likely be taxed at rates more closely aligned with statutory tax rates.

**Net earnings**

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>Change</u>
Earnings from continuing operations	\$ 16,235	\$ 1,386	\$ 14,849
Earnings from continuing operations per diluted common share	\$ 0.98	\$ 0.09	\$ 0.89
Net earnings from discontinued operations	\$ 62,423	\$ 13,238	\$ 49,185
Net earnings from discontinued operations per diluted common share	\$ 3.77	\$ 0.81	\$ 2.96
Net earnings	\$ 78,658	\$ 14,624	\$ 64,034
Net earnings per diluted common share	\$ 4.75	\$ 0.90	\$ 3.85
Weighted average common shares outstanding—diluted	16,551	16,304	247

The increase in earnings from continuing operations was primarily due to higher net sales with a higher gross margin resulting from a change in sales mix and higher royalty income, but partially offset by higher SG&A, each as discussed above. The increased results of the discontinued operations reflects the \$49.5 million after-tax gain on the sale of substantially all the operations and assets of our former Oxford Apparel operating group, partially offset by the impact of fiscal 2010 including 11 months of activity prior to the sale (compared with 12 months of activity in fiscal 2009). We do not anticipate significant earnings from the discontinued operations in future periods, except that we do anticipate earning commissions on inventory in transit during the first half of fiscal 2011 for inventory that was in process at the time of the transaction.

**FISCAL 2009 COMPARED TO FISCAL 2008****Net sales**

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>	<u>% Change</u>
Tommy Bahama	\$ 363,084	\$ 421,687	\$ (58,603)	(13.9)%
Lilly Pulitzer	—	—	—	—
Ben Sherman	102,309	133,522	(31,213)	(23.4)%
Lanier Clothes	114,542	135,581	(21,039)	(15.5)%
Corporate and Other	5,371	8,274	(2,903)	(35.1)%
Total net sales	<u>\$ 585,306</u>	<u>\$ 699,064</u>	<u>\$ (113,758)</u>	<u>(16.3)%</u>

Net sales, on a consolidated basis, decreased \$113.8 million, or 16.3%, in fiscal 2009 compared to fiscal 2008 primarily as a result of the changes in each operating group discussed below. Approximately \$35 million of the decline in net sales from fiscal 2008 to fiscal 2009 was due to the exit of certain businesses in Ben Sherman and Lanier Clothes.

**Tommy Bahama:**

The decrease in net sales for Tommy Bahama was primarily due to a reduction in net sales in our wholesale business and in our existing retail stores resulting from the challenging retail environment. This decrease in wholesale sales and existing store retail sales was partially offset by sales at our retail stores opened during fiscal 2008 and fiscal 2009 and increased e-commerce sales. Unit sales decreased 18.8% due primarily to the challenging economic environment. The average selling price per unit increased by 5.3%, as sales at our retail stores and our e-commerce sales, both of which have higher sales prices than wholesale sales, represented a greater proportion of total Tommy Bahama sales.

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*Ben Sherman:*

The decrease in net sales for Ben Sherman was primarily due to (1) our exit from our Ben Sherman women's, footwear and kids' operations, (2) a 13% reduction in the average exchange rate of the British pound sterling versus the United States dollar during fiscal 2009 compared to the average exchange rate during fiscal 2008 and (3) the impact of the challenging economic environment. During fiscal 2009, unit sales for Ben Sherman declined by 19.5% due primarily to the challenging economic conditions as well as our exit from our women's, footwear and kids' operations. The average selling price per unit decreased 4.9%, resulting primarily from the impact of the weaker British pound sterling, which was partially offset by a larger percentage of total Ben Sherman sales being sales at our retail stores, which generally have a higher sales price than wholesale sales.

*Lanier Clothes:*

The decrease in net sales for Lanier Clothes was primarily due to (1) our exit from the Oscar de la Renta and Nautica licensed businesses, with fiscal 2009 sales primarily consisting of close out sales of these product lines, (2) the restructuring of the Arnold Brant business in fiscal 2008 and (3) the challenging economic conditions. These factors resulted in a decrease in unit sales of 4.1% and a decrease in the average selling price per unit of 11.9%.

*Corporate and Other:*

Corporate and Other includes the net sales of our Oxford Golf business and our Lyons, Georgia distribution center operations. The decrease in the net sales for Corporate and Other was primarily driven by lower net sales in our Oxford Golf business.

**Gross Profit**

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>	<u>% Change</u>
Gross profit	\$ 290,813	\$ 335,612	\$ (44,799)	(13.3)%
Gross margin (gross profit as a % of net sales)	49.7%	48.0%		
LIFO accounting charges included in gross profit	\$ 4,943	\$ 473		
Restructuring and other charges included in gross profit	\$ 355	\$ 4,767		

The decrease in gross profit was primarily due to lower sales in each operating group, as described above. Ben Sherman's gross margins were negatively impacted by increased cost of goods sold related to inventory purchases denominated in United States dollars but sold in other currencies. Fiscal 2009 included LIFO accounting charges of \$4.9 million, while fiscal 2008 included LIFO accounting charges of \$0.5 million. Fiscal 2009 gross profit was negatively impacted by restructuring charges of \$0.4 million, while fiscal 2008 gross profit was negatively impacted by restructuring charges of \$4.8 million primarily related to our exit from certain businesses in our Lanier Clothes group. Consolidated gross margins increased to 49.7% of net sales in fiscal 2009 from 48.0% in fiscal 2008. In addition to the LIFO accounting adjustments and restructuring charges, gross margins were also impacted by the sales mix between our retail operations and wholesale operations, with retail sales, which generally have higher gross margins, representing a higher proportion of our net sales during fiscal 2009 than in fiscal 2008. Our gross profit may not be directly comparable to those of our competitors, as statement of operations classification of certain expenses may vary by company.

[Table of Contents](#)**SG&A**

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>	<u>% Change</u>
SG&A	\$ 282,489	\$ 325,342	\$ (42,853)	(13.2)%
SG&A (as % of net sales)	48.3%	46.5%		
Restructuring and other charges included in SG&A	\$ 2,201	\$ 5,847		

The decrease in SG&A was primarily due to (1) significant reductions in our headcount and other overhead costs across all operating groups, (2) cost reductions associated with our exit from certain businesses, (3) the impact on Ben Sherman of a 13% reduction in the average value of the British pound sterling versus the United States dollar in fiscal 2009 as compared to fiscal 2008, (4) reductions in store opening costs resulting from fewer retail store openings in fiscal 2009, (5) reductions in advertising expenses and (6) a decrease in restructuring charges as fiscal 2009 SG&A included restructuring charges of approximately \$2.2 million while fiscal 2008 SG&A included restructuring charges and other unusual items totaling a net charge of approximately \$5.8 million. The fiscal 2008 restructuring charges were primarily associated with our decision to exit from certain license agreements relating to Nautica and Oscar de la Renta brands and the restructuring of our Arnold Brant business as well as certain severance and fixed asset impairment charges in Tommy Bahama, Ben Sherman and Corporate and Other. The cost savings were partially offset by expenses associated with the operation of additional retail stores which opened subsequent to the beginning of fiscal 2008.

**Amortization of intangible assets**

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>	<u>% Change</u>
Amortization of intangible assets	\$ 1,217	\$ 2,800	\$ (1,583)	(56.5)%

The decrease was the result of amortization typically being greater in the earlier periods following an acquisition.

**Impairment of goodwill and intangible assets**

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>
Impairment of goodwill and intangible assets	\$ —	\$ 307,532	\$ (307,532)

The non-cash impairment charges in fiscal 2008 included (1) goodwill impairment charges in Tommy Bahama and Ben Sherman of \$204.5 million and \$37.7 million, respectively, and (2) trademark and other intangible asset impairment charges in Tommy Bahama, Ben Sherman and Lanier Clothes of \$17.1 million, \$46.1 million and \$2.2 million, respectively.

**Royalties and other operating income**

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>	<u>% Change</u>
Royalties and other operating income	\$ 11,803	\$ 15,661	\$ (3,858)	(24.6)%

The decrease in royalties and other operating income was primarily due to the termination of the license agreement for footwear in Tommy Bahama and the challenging economic conditions, as well as the 13% decline in the average value of the British pound sterling versus the United States dollar, which impacted Ben Sherman royalty income.

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**Operating Income (Loss)**

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>
Tommy Bahama	\$ 37,515	\$ (173,448)	\$ 210,963
Lilly Pulitzer	—	—	—
Ben Sherman	(8,616)	(84,988)	76,372
Lanier Clothes	12,389	(8,283)	20,672
Corporate and Other	(22,378)	(17,682)	(4,696)
Total operating income (loss)	<u>\$ 18,910</u>	<u>\$ (284,401)</u>	<u>\$ 303,311</u>
Impairment of goodwill and intangible assets included in operating income (loss)	\$ —	\$ 307,532	
LIFO accounting charges included in total operating income (loss)	\$ 4,943	\$ 473	
Other restructuring and unusual charges included in total operating income (loss)	\$ 2,556	\$ 10,614	

Operating results, on a consolidated basis, improved from an operating loss of \$284.4 million in fiscal 2008 to operating income of \$18.9 million in fiscal 2009. The improved results were primarily due to (1) the impairment charges in fiscal 2008, (2) the larger amount of restructuring charges in fiscal 2008 and (3) the reduction in SG&A in fiscal 2009. These items were partially offset by (1) the sales decline, as discussed above, which resulted in lower gross profit, (2) the greater LIFO accounting charges in fiscal 2009 and (3) the decrease in royalties and other operating income. Changes in operating income by operating group are discussed below.

*Tommy Bahama:*

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>	<u>% Change</u>
Net sales	\$ 363,084	\$ 421,687	\$ (58,603)	(13.9)%
Operating income (loss)	37,515	(173,448)	210,963	NM
Operating income (loss) % of net sales	<u>10.3%</u>	<u>(41.1)%</u>		
Impairment of goodwill and intangible assets included in operating income (loss)	\$ —	\$ 221,559		
Restructuring charges included in operating income(loss)	\$ 534	\$ 952		

The improved operating results for Tommy Bahama were primarily due to the impairment charges in fiscal 2008. The fiscal 2009 operating results of Tommy Bahama were impacted by (1) decreased SG&A including decreased employment, advertising, store pre-opening and other variable operating costs and (2) higher gross margins as retail sales, which generate higher gross margins, represented a greater proportion of total Tommy Bahama sales. These positive factors were partially offset by (1) decreased gross profit, despite the higher gross margins, due to the decreased net sales and (2) decreased royalty income primarily due to the termination of the license agreement for footwear. Fiscal 2009 included approximately \$0.5 million of restructuring charges related to a leasehold improvement charge with respect to a New York office lease while fiscal 2008 included restructuring charges of \$1.0 million consisting of severance costs and fixed asset impairment charges.

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	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>	<u>% Change</u>
Net sales	\$ 102,309	\$ 133,522	\$ (31,213)	(23.4)%
Operating income (loss)	(8,616)	(84,988)	76,372	NM
Operating income (loss) % of net sales	(8.4)%	(63.7)%		
Impairment of goodwill and intangible assets included in operating income (loss)	\$ —	\$ 83,766		
Restructuring charges included in operating income (loss)	\$ 2,022	\$ 535		

The improved operating results for Ben Sherman were primarily due to the impairment charges in fiscal 2008. The operating results for fiscal 2009 were negatively impacted by (1) lower net sales, (2) the unfavorable impact on gross margins related to inventory purchases denominated in United States dollars but sold in other currencies, (3) lower royalty income and (4) \$2.0 million of restructuring charges, which were primarily related to the exit from the Ben Sherman women's, footwear and kids' operations as well as other streamlining initiatives. These items were partially offset by headcount and other overhead reductions, which resulted in lower SG&A in fiscal 2009. Fiscal 2008 included restructuring charges of \$0.5 million consisting of severance payments.

*Lanier Clothes:*

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>	<u>% Change</u>
Net sales	\$ 114,542	\$ 135,581	\$ (21,039)	(15.5)%
Operating income (loss)	12,389	(8,283)	20,672	NM
Operating income (loss) % of net sales	10.8%	(6.1)%		
Impairment of intangible assets included in operating income (loss)	\$ —	\$ 2,207		
Restructuring charges included in operating income (loss)	\$ —	\$ 7,908		

The improved operating results for Lanier Clothes were primarily due to (1) increased gross profit as improved gross margins more than offset the impact of the decreased net sales, (2) reductions in SG&A due to reductions in headcount and other overhead costs and (3) fiscal 2008 including impairment charges of \$2.2 million and restructuring charges of \$7.9 million, which were primarily related to our exit from the Nautica and Oscar de la Renta licensed businesses, the restructuring of our Arnold Brant business and certain other unusual items.

*Corporate and Other:*

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>	<u>% Change</u>
Net sales	\$ 5,371	\$ 8,274	\$ (2,903)	(35.1)%
Operating income (loss)	\$ (22,378)	\$ (17,682)	\$ (4,696)	NM
LIFO accounting charges included in operating income (loss)	\$ 4,943	\$ 473		
Restructuring charges included in operating income (loss)	\$ —	\$ 1,219		

The decrease in operating results for Corporate and Other is primarily due to (1) the \$4.9 million LIFO accounting charge in fiscal 2009 compared to a LIFO accounting charge of \$0.5 million in fiscal 2008 and (2) \$1.2 million of restructuring charges consisting of severance and charges associated with certain leased office space incurred in fiscal 2008.

[Table of Contents](#)**Gain on repurchase of 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes**

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>
Gain on repurchase of 8 <sup>7</sup> / <sub>8</sub> % Senior Unsecured Notes	\$ —	\$ 7,767	\$ (7,767)

Fiscal 2008 included a \$7.8 million gain on our repurchase of \$33.2 million of aggregate principal amount of our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes for \$25.0 million.

**Interest expense, net**

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>	<u>% Change</u>
Interest expense, net	\$ 20,469	\$ 21,317	\$ (848)	(4.0)%
Write-off of deferred financing costs included in interest expense	\$ 1,759	\$ 900		

The decrease in interest expense, net was primarily due to lower debt levels on our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes and our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes in fiscal 2009 as compared to the amount outstanding on our 8<sup>7</sup>/<sub>8</sub>% Senior Secured Notes in fiscal 2008. The decrease in debt was primarily attributable to the net impact of (1) our repurchase of \$33.2 million aggregate principal amount of our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes at a discount in fiscal 2008, (2) the issuance of \$150.0 million aggregate principal amount of 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes in fiscal 2009 and (3) the satisfaction and discharge of \$166.8 million aggregate principal amount of our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes in fiscal 2009, which was funded by the proceeds from the issuance of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes and borrowings under our U.S. Revolving Credit Agreement. The decrease in debt was partially offset by the higher interest rates associated with our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes. The impact of these changes was partially offset by the net impact of the \$1.8 million and \$0.9 million of charges related to the write-off of unamortized deferred financing costs as a result of certain changes to our financing arrangements in each period in fiscal 2009 and fiscal 2008, respectively. All interest expense associated with our U.S. Revolving Credit Agreement was allocated to interest expense in discontinued operations for both fiscal 2009 and fiscal 2008.

**Income Taxes**

	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>	<u>\$ Change</u>
Income taxes	\$ (2,945)	\$ (19,845)	\$ 16,900
Effective tax rate	NM	6.7%	

Income taxes for fiscal 2009 benefited from the impact of (1) changes in permanent book/tax differences related to our foreign operations, (2) the impact of certain tax credits which do not fluctuate with our earnings and (3) certain other discrete items. Income taxes for fiscal 2008 reflect the non-deductibility of a significant portion of the goodwill impairment charges recognized in fiscal 2008.

*Net earnings*

	Fiscal 2009	Fiscal 2008	Change
Earnings (loss) from continuing operations	\$ 1,386	\$ (278,106)	\$ 279,492
Earnings (loss) from continuing operations per diluted common share	\$ 0.09	\$ (17.42)	\$ 17.51
Net earnings from discontinued operations	\$ 13,238	\$ 6,649	\$ 6,589
Net earnings from discontinued operations per diluted common share	\$ 0.81	\$ 0.42	\$ 0.39
Net earnings (loss)	\$ 14,624	\$ (271,457)	\$ 286,081
Net earnings (loss) per diluted common share	\$ 0.90	\$ (17.00)	\$ 17.90
Weighted average common shares outstanding—diluted	16,304	15,968	336

The improved earnings from continuing operations was primarily due to the fiscal 2008 impairment charges and lower SG&A in fiscal 2009. These improvements were partially offset by the impact of (1) lower net sales in fiscal 2009, (2) lower royalty income in fiscal 2009 and (3) the gain on the repurchase of our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes in fiscal 2008, each as discussed above. The change in the net earnings from discontinued operations was primarily due to \$7.3 million of impairment charges and a net charge of \$0.4 million for other unusual items in fiscal 2008 as well as the impact of lower SG&A, which were offset by decreased gross profit resulting from a decrease in net sales.

**FINANCIAL CONDITION, LIQUIDITY AND CAPITAL RESOURCES**

Our primary source of revenue and cash flow is our operating activities in the United States and, to a lesser extent, the United Kingdom. Our primary uses of cash flow include the acquisition of apparel products in the operation of our business, as well as employee compensation and benefits, occupancy costs, marketing and advertising costs, other general and administrative operating expenses, funding of capital expenditures for retail stores, payment of quarterly dividends, periodic interest payments related to our financing arrangements and repayment of our indebtedness. If cash inflows are less than cash outflows, we have access to amounts under our U.S. Revolving Credit Agreement and U.K. Revolving Credit Agreement, subject to their terms, each of which is described below. We may seek to finance future capital investment programs through various methods, including, but not limited to, cash on hand, cash flow from operations, borrowings under our current or additional credit facilities and sales of debt or equity securities.

Although our net sales, operating income and operating cash flows were impacted by the weak economic conditions since fiscal 2008, we maintained positive operating cash flows for each of fiscal 2008, fiscal 2009 and fiscal 2010 and we anticipate operating cash flows will increase as economic conditions continue to improve. Also, we believe we have maintained a strong balance sheet and liquidity through various actions including (1) purchasing inventory at levels which mitigated inventory markdown risk and promotional pressure in fiscal 2009 and most of fiscal 2010, (2) reducing working capital levels during fiscal 2008 and fiscal 2009, (3) reducing our corporate overhead costs in fiscal 2008 and fiscal 2009, (4) exiting certain underperforming businesses in Ben Sherman and Lanier Clothes, (4) reducing our capital expenditures related to new store openings during fiscal 2009 and fiscal 2010 and (5) divesting of substantially all of the operations and assets of our former Oxford Apparel operating group in January 2011. As a result of these actions and positive operating cash flows, we were able to purchase the Lilly Pulitzer brand and operations on December 21, 2010 for \$60 million. After all of these events, we had approximately \$44.1 million of cash on hand as of January 29, 2011 with no borrowings outstanding under our \$175 million U.S. Revolving Credit agreement.



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**Key Liquidity Measures**

(\$ in thousands)	January 29, 2011	January 30, 2010	\$ Change	% Change
Current assets	\$ 268,913	\$ 191,906	\$ 77,007	40.1%
Current liabilities	147,091	96,450	50,641	52.5%
Working capital	<u>\$ 121,822</u>	<u>\$ 95,456</u>	<u>\$ 26,366</u>	<u>27.6%</u>
Working capital ratio	1.83	1.99		
Debt to total capital ratio	45%	58%		

Our working capital ratio is calculated by dividing total current assets by total current liabilities, including assets and liabilities related to discontinued operations. Current assets and current liabilities increased from January 30, 2010 to January 29, 2011, as described below; however, current liabilities increased more than current assets, primarily due to the income tax payable related to the gain on sale of our Oxford Apparel operations which is included in current liabilities related to discontinued operations. For the ratio of debt to total capital, debt is defined as short-term and long-term debt, and total capital is defined as debt plus shareholders' equity. The change in the debt to total capital ratio from January 30, 2010 to January 29, 2011 was primarily a result of the gain on the sale of our Oxford Apparel operations and assets in fiscal 2010, as well as earnings from continuing operations and discontinued operations during fiscal 2010, which resulted in an increase in shareholders' equity during the year. Our debt levels and ratio of debt to total capital in future periods may not be comparable to historical amounts due to the impact of the Oxford Apparel sale and as we continue to assess our capital structure. Changes in our capital structure in the future, if any, will depend on prevailing market conditions, our liquidity requirements, contractual restrictions and other factors. The amounts involved may be material.

**Balance Sheet**

The following tables set forth certain information included in our consolidated balance sheets (in thousands) and calculations of changes in the information included in our consolidated balance sheets. Below each table are explanations for any significant changes in the balances at January 29, 2011 compared to January 30, 2010.

*Current Assets:*

	January 29, 2011	January 30, 2010	\$ Change	% Change
Cash and cash equivalents	\$ 44,094	\$ 8,288	\$ 35,806	432.0%
Receivables, net	50,177	44,690	5,487	12.2%
Inventories, net	85,338	58,180	27,158	46.7%
Prepaid expenses, net	12,554	10,508	2,046	19.5%
Deferred tax assets	19,005	13,875	5,130	37.0%
Total current assets related to continuing operations	<u>211,168</u>	<u>135,541</u>	<u>75,627</u>	<u>55.8%</u>
Assets related to discontinued operations	57,745	56,365	1,380	2.4%
Total current assets	<u>\$ 268,913</u>	<u>\$ 191,906</u>	<u>\$ 77,007</u>	<u>40.1%</u>

Cash and cash equivalents as of January 29, 2011 increased compared to cash and cash equivalents as of January 30, 2010 due to the net impact of cash flow generated from the sale of our Oxford Apparel operations and positive cash flow generated from our continuing operations, which were partially offset by (1) the \$60 million acquisition of the Lilly Pulitzer brand and operations, (2) negative cash flows provided by our discontinued operations during fiscal 2010 resulting from increased working

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capital needs prior to the Oxford Apparel sale, (3) capital expenditures incurred during fiscal 2010 and (4) the payment of dividends during fiscal 2010. Receivables, net as of January 29, 2011 increased compared to January 30, 2010 primarily due to the receivables associated with our Lilly Pulitzer business as of January 29, 2011. Inventories, net as of January 29, 2011 increased from January 30, 2010 primarily due to an increase in inventories in Tommy Bahama to support anticipated sales and growth and the inventory associated with our Lilly Pulitzer business as of January 29, 2011. The increase in prepaid expenses, net from January 30, 2010 to January 29, 2011 was primarily due to the prepaid expenses associated with our Lilly Pulitzer business. Deferred tax assets have increased from January 30, 2010 primarily as a result of the change in book to tax differences associated with compensation accruals, restricted stock awards and accounts receivable reserves. The decrease in assets related to discontinued operations was primarily a result of the sale of inventory, excluding inventory in transit, and other assets related to our Oxford Apparel operations, which was partially offset by an increase in receivables associated with this business, substantially all of which we anticipate collecting prior to the end of the first quarter of fiscal 2011.

*Non-current Assets:*

	January 29, 2011	January 30, 2010	\$ Change	% Change
Property and equipment, net	\$ 83,895	\$ 78,425	\$ 5,470	7.0%
Intangible assets, net	166,680	137,462	29,218	21.3%
Goodwill	16,866	—	16,866	100.0%
Other non-current assets, net	22,117	17,381	4,736	27.2%
<b>Total non-current assets, net</b>	<b>\$ 289,558</b>	<b>\$ 233,268</b>	<b>\$ 56,290</b>	<b>24.1%</b>

The increase in property and equipment, net at January 29, 2011 was primarily due to assets associated with our Lilly Pulitzer business and fiscal 2010 capital expenditures which were partially offset by fiscal 2010 depreciation expense. The increase in intangible assets, net and goodwill was primarily related to the intangible assets and goodwill acquired as part of our acquisition of Lilly Pulitzer during fiscal 2010. The increase in other non-current assets was primarily due to the payment of loans associated with company owned life insurance policies, which had previously been recorded as a reduction to other non-current assets in accordance with U.S. GAAP.

*Liabilities:*

	January 29, 2011	January 30, 2010	\$ Change	% Change
Current liabilities related to continuing operations	\$ 106,306	\$ 77,508	\$ 28,798	37.2%
Long-term debt, less current maturities	147,065	146,408	657	0.4%
Other non-current liabilities	55,441	49,478	5,963	12.1%
Non-current deferred income taxes	28,846	28,421	425	1.5%
<b>Total liabilities related to continuing operations</b>	<b>\$ 337,658</b>	<b>\$ 301,815</b>	<b>\$ 35,843</b>	<b>11.9%</b>
Liabilities related to discontinued operations	\$ 40,785	\$ 18,942	\$ 21,843	115.3%
<b>Total liabilities</b>	<b>\$ 378,443</b>	<b>\$ 320,757</b>	<b>\$ 57,686</b>	<b>18.0%</b>

The increase in current liabilities was primarily due to the increase in accounts payable and accrued expenses due to higher inventory purchases near year end in fiscal 2010 and accrued compensation, which resulted from the resumption of our incentive compensation program in fiscal 2010. Our incentive compensation program was suspended in fiscal 2009 and is tied to our financial performance, which exceeded targets for our incentive compensation program in fiscal 2010. The

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increase in other non-current liabilities primarily resulted from the contingent acquisition consideration liability recognized as part of the acquisition of Lilly Pulitzer, which was partially offset by decreases in deferred rent and environmental reserve liabilities during fiscal 2010. The increase in liabilities related to discontinued operations was primarily a result of the tax liability associated with the gain on sale of the discontinued operations, partially offset by decreases in trade payables due to the sale of the business. We anticipate that substantially all liabilities associated with the discontinued operations will be satisfied before the end of the first half of fiscal 2011.

**Statement of Cash Flows**

The following table sets forth the net cash flows resulting in the change in our cash and cash equivalents (in thousands):

	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>
Net cash provided by operating activities	\$ 35,691	\$ 60,975	\$ 51,849
Net cash used in investing activities	(71,553)	(11,297)	(19,801)
Net cash used in financing activities	(11,223)	(65,026)	(79,701)
Net cash provided by discontinued operations	82,860	20,579	37,075
Net change in cash and cash equivalents	<u>\$ 35,775</u>	<u>\$ 5,231</u>	<u>\$ (10,578)</u>

**Fiscal 2010 Compared to Fiscal 2009**

Cash and cash equivalents on hand was \$44.1 million and \$8.3 million at January 29, 2011 and January 30, 2010, respectively. The change in cash was primarily due to the cash flow activities discussed below.

*Operating Activities:*

The operating cash flows for fiscal 2010 and fiscal 2009 of \$35.7 million and \$61.0 million, respectively, were primarily the result of net earnings for the relevant period, adjusted for non-cash activities such as depreciation, amortization and stock compensation expense as well as changes in our working capital accounts. In fiscal 2010, the more significant changes in working capital were increases in inventories and accounts payable as we increased our inventory in anticipation of higher sales in the future, whereas fiscal 2009 reflected a \$35.7 million reduction in inventories during fiscal 2009 as we reduced our inventory levels in all operating groups due to the economic uncertainty and our exit from certain businesses.

*Investing Activities:*

During fiscal 2010 and fiscal 2009, investing activities used \$71.6 million and \$11.3 million, respectively, of cash. In fiscal 2010, we used approximately \$58.3 million of cash to acquire the Lilly Pulitzer brand and operations. Additionally, we used cash totaling \$13.3 million and \$11.3 million of capital expenditures in fiscal 2010 and fiscal 2009, respectively, which were primarily related to new retail stores and costs associated with investments in certain technology initiatives.

*Financing Activities:*

During fiscal 2010 and fiscal 2009, financing activities used \$11.2 million and \$65.0 million, respectively, of cash. In fiscal 2010, the primary use of cash for financing activities was the payment of dividends and the repayment of loans related to certain company owned life insurance policies. In fiscal 2009, cash flow from operations, borrowings under our U.S. Revolving Credit Agreement and the proceeds from the issuance of \$150.0 million aggregate principal amount of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured

Notes were used to repurchase \$166.8 million aggregate principal amount of our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes, to pay \$5.9 million of dividends and to pay \$5.0 million of financing costs associated with the issuance of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes in June 2009.

*Discontinued Operations:*

The cash flows from discontinued operations reflect cash flow provided by or used in the activities of our discontinued operations. The change in cash flow from discontinued operations primarily reflects the \$102.8 million of proceeds from the sale of the discontinued operations during fiscal 2010, but also reflects that the discontinued operations were reducing working capital requirements in fiscal 2009 and increasing working capital requirements in fiscal 2010. As of January 29, 2011, there were approximately \$17.0 million of net assets associated with the discontinued operations included in our consolidated balance sheet, including a \$5.4 million receivable for the cash held in escrow related to the Oxford Apparel sale. We anticipate that these net assets, as well as certain commissions we will earn related to inventory in process as of the transaction date, will be converted into cash in the first half of fiscal 2011.

**Fiscal 2009 Compared to Fiscal 2008**

Cash and cash equivalents on hand were \$8.3 million and \$3.3 million at January 30, 2010 and January 31, 2009, respectively. The change in cash was primarily due to the cash flow activities discussed below.

*Operating Activities:*

The operating cash flows for fiscal 2009 and fiscal 2008 were primarily the result of earnings for the relevant period, adjusted for non-cash activities such as depreciation, amortization, impairment and stock compensation expense as well as changes in our working capital accounts. In fiscal 2009, the significant change in working capital was a \$35.7 million reduction in inventories, while the significant changes in working capital in fiscal 2008 were decreases in inventories and accounts receivable, which increased cash flow from operations, and a decrease in current liabilities, which decreased cash flow from operations. These changes reflect our emphasis in fiscal 2009 and fiscal 2008 on reducing our working capital investment.

*Investing Activities:*

During fiscal 2009 and fiscal 2008, investing activities used \$11.3 million and \$19.8 million, respectively, of cash. In both years, these investing activities primarily consisted of capital expenditures related to new retail stores and costs associated with our ongoing implementation of a new integrated financial system.

*Financing Activities:*

In fiscal 2009, financing activities used \$65.0 million of cash, which was primarily used for a \$54.1 million reduction in debt. In fiscal 2009, cash flow from operations, borrowings under our U.S. Revolving Credit Agreement and the proceeds from the issuance of \$150.0 million aggregate principal amount of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes were used to repurchase \$166.8 million aggregate principal amount of our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes, to pay \$5.9 million of dividends and to pay \$5.0 million of financing costs associated with the issuance of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes in June 2009.

In fiscal 2008, financing activities used \$79.7 million of cash, which was primarily used for a \$63.7 million reduction in debt. In fiscal 2008, cash flow from operations were used to repurchase \$33.2 million of our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes, reduce the debt outstanding under our U.S.

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Revolving Credit Agreement, pay \$14.4 million of dividends and pay \$1.7 million of deferred financing costs associated with the refinancing of our U.S. Revolving Credit Agreement.

*Discontinued Operations:*

The cash flows from discontinued operations reflect cash flow provided by or used in the activities of our discontinued operations. The change in cash flow from discontinued operations reflects the impact of earnings and reductions in working capital levels during both fiscal 2009 and fiscal 2008.

*Liquidity and Capital Resources*

The table below provides a description of our significant financing arrangements and the amounts outstanding under these financing arrangements (in thousands) as of January 29, 2011:

	<u>Outstanding</u>
\$175 million U.S. Secured Revolving Credit Facility ("U.S. Revolving Credit Agreement"), which is limited to a borrowing base consisting of specified percentages of eligible categories of assets, accrues interest, unused line fees and letter of credit fees based upon a pricing grid which is tied to average unused availability, requires interest payments monthly with principal due at maturity (August 2013) and is secured by a first priority security interest in the accounts receivable (other than royalty payments in respect of trademark licenses), inventory, investment property (including the equity interests of certain subsidiaries), general intangibles (other than trademarks, trade names and related rights), deposit accounts, intercompany obligations, equipment, goods, documents, contracts, books and records and other personal property of Oxford Industries, Inc. and substantially all of its domestic subsidiaries and a second priority security interest in those assets in which the holders of the 11 <sup>3</sup> / <sub>8</sub> % Senior Secured Notes have a first priority security interest	\$ —
£7 million Senior Secured Revolving Credit Facility ("U.K. Revolving Credit Agreement"), which accrues interest at the bank's base rate plus 3.5%, requires interest payments monthly with principal payable on demand and is collateralized by substantially all of the United Kingdom assets of Ben Sherman	—
11.375% Senior Secured Notes ("11 <sup>3</sup> / <sub>8</sub> % Senior Secured Notes"), which accrue interest at an annual rate of 11.375% (effective interest rate of 12%) and require interest payments semi-annually in January and July of each year, require payment of principal at maturity (July 2015), are subject to certain prepayment penalties, are secured by a first priority interest in all U.S. registered trademarks and certain related rights and certain future acquired real property owned in fee simple of Oxford Industries, Inc. and substantially all of its consolidated domestic subsidiaries and a second priority security interest in those assets in which the lenders under the U.S. Revolving Credit Agreement have a first priority security interest, and are guaranteed by certain of our domestic subsidiaries	150,000
Unamortized discount	(2,935)
Total debt	\$ 147,065
Short-term debt and current maturities of long-term debt	—
Long-term debt, less current maturities	<u>\$ 147,065</u>

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To the extent cash flow needs exceed cash flow provided by our operations, we will have access, subject to their terms, to our lines of credit to provide funding for operating activities, capital expenditures and acquisitions, if any. Our credit facilities are also used to finance trade letters of credit for product purchases, which are drawn against our lines of credit at the time of shipment of the products and reduce the amounts available under our lines of credit and borrowing capacity under our credit facilities when issued. As of January 29, 2011, approximately \$29.9 million of trade letters of credit and other limitations on availability in the aggregate were outstanding against the U.S. Revolving Credit Agreement and the U.K. Revolving Credit Agreement. As of January 29, 2011, we had approximately \$145.0 million in unused availability under the U.S. Revolving Credit Agreement and approximately \$7.5 million in unused availability under the U.K. Revolving Credit Agreement, subject to the respective limitations on borrowings set forth in the U.S. Revolving Credit Agreement, U.K. Revolving Credit Agreement and the indenture for the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes.

### *Covenants, Other Restrictions and Prepayment Penalties:*

Our credit facilities and 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes are subject to a number of affirmative covenants regarding the delivery of financial information, compliance with law, maintenance of property, insurance and conduct of business. Also, our credit facilities and 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes are subject to certain negative covenants or other restrictions including, among other things, limitations on our ability to (i) incur debt, (ii) guaranty certain obligations, (iii) incur liens, (iv) pay dividends to shareholders, (v) repurchase shares of our common stock, (vi) make investments, (vii) sell assets or stock of subsidiaries, (viii) acquire assets or businesses, (ix) merge or consolidate with other companies, or (x) prepay, retire, repurchase or redeem debt.

Our U.S. Revolving Credit Agreement contains a financial covenant that applies if unused availability under the U.S. Revolving Credit Agreement for three consecutive days is less than the greater of (i) \$26.25 million or (ii) 15% of the total revolving commitments. In such case, our fixed charge coverage ratio as defined in the U.S. Revolving Credit Agreement must not be less than 1.0 to 1.0 for the immediately preceding 12 fiscal months for which financial statements have been delivered. This financial covenant continues to apply until we have maintained unused availability under the U.S. Revolving Credit Agreement of more than the greater of (i) \$26.25 million or (ii) 15% of the total revolving commitments for 30 consecutive days.

Additionally, pursuant to the indenture governing our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes, our ability to incur certain indebtedness or to make certain restricted payments, as defined in the indenture, is subject to our meeting certain conditions, including in each case the condition that our fixed charge coverage ratio, as defined in the indenture, not be less than 2.0 to 1.0 for the preceding four fiscal quarters on a pro forma basis after giving effect to the proposed indebtedness or restricted payment and, in the case of a restricted payment, the condition that the aggregate total of all restricted payments not exceed a certain allowable amount calculated pursuant to a formula set forth in the indenture. Restricted payments under the indenture include, without limitation, cash dividends to shareholders, repurchases of our capital stock, and certain investments.

We believe that the affirmative covenants, negative covenants, financial covenants and other restrictions are customary for those included in similar facilities and notes entered into at the time we entered into our agreements. During fiscal 2010 and as of January 29, 2011, no financial covenant testing was required pursuant to our U.S. Revolving Credit Agreement as the minimum availability threshold was met at all times. As of January 29, 2011, we were compliant with all covenants related to our credit facilities and 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes.

At any time prior to July 15, 2012, we may redeem all or a portion of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes, on not less than 30 nor more than 60 days' prior notice, in amounts of \$2,000 or an integral multiple of \$1,000 in excess thereof, at a price equal to the greater of (i) 100% of the aggregate

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principal amount of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes to be redeemed, together with accrued and unpaid interest, if any, to the date of redemption or (ii) as determined by an independent investment banker (as prescribed under the indenture), the sum of the present values of 105.688% of the principal amount of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes being redeemed plus scheduled payments of interest (not including any portion of such payments of interest accrued as of the date of redemption) from the date of redemption to July 15, 2012 discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as defined in the indenture) plus 50 basis points, together with accrued and unpaid interest, if any, to the date of redemption.

On or after July 15, 2012, we may redeem all or a portion of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes, on not less than 30 nor more than 60 days' prior notice, in amounts of \$2,000 or an integral multiple of \$1,000 in excess thereof at the following redemption prices (expressed as percentages of the principal amount), together with accrued and unpaid interest, if any, to the redemption date, if redeemed during the 12-month period beginning July 15 of the years indicated below:

2012	105.688%
2013	102.844%
2014 and thereafter	100.000%

*Other Liquidity Items:*

We anticipate that we will be able to satisfy our ongoing cash requirements, which generally consist of working capital and other operating activity needs, capital expenditures (primarily for the opening of additional retail stores), interest payments on our debt during fiscal 2011 and dividends, if any, primarily from positive cash flow from operations supplemented by cash on hand and borrowings under our lines of credit, if necessary. Our need for working capital is typically seasonal with the greatest requirements generally existing in the fall and spring of each year. Our capital needs will depend on many factors including our growth rate, the need to finance inventory levels and the success of our various products. At maturity of the U.S. Revolving Credit Agreement and the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes or if the U.K. Revolving Credit Agreement was required to be paid, we anticipate that we will be able to refinance the facilities and debt with terms available in the market at that time, which may or may not be as favorable as the terms of the current agreements.

**Contractual Obligations**

The following table summarizes our contractual cash obligations, as of January 29, 2011, by future period:

	Payments Due by Period				Total
	Less Than 1 year	1-3 Years	3-5 Years (In thousands)	More Than 5 Years	
<b>Contractual Obligations:</b>					
11 <sup>3</sup> / <sub>8</sub> % Senior Secured Notes	\$ —	\$ —	\$ 150,000	\$ —	\$ 150,000
Interest on 11 <sup>3</sup> / <sub>8</sub> % Senior Secured Notes	17,063	34,125	25,594	—	76,782
U.S. Revolving Credit Agreement and U.K. Revolving Credit Agreement(1)					
Operating leases(2)	38,671	71,840	57,125	64,895	232,531
Minimum royalty and advertising payments pursuant to royalty agreements	3,283	2,973	1,024	—	7,280
Letters of credit	29,949	—	—	—	29,949
Contingent purchase price consideration(3)	—	5,000	15,000	—	20,000
Other(4)(5)(6)	—	—	—	—	—
<b>Total</b>	<b>\$ 88,966</b>	<b>\$ 113,938</b>	<b>\$ 248,743</b>	<b>\$ 64,895</b>	<b>\$ 516,542</b>

- (1) Principal and interest amounts payable in future periods on our U.S. Revolving Credit Agreement and U.K. Revolving Credit Agreement have been excluded from the table above, as the amount that will be outstanding and interest rate during any fiscal year will be dependent upon future events which are not known at this time. As of January 29, 2011, no amounts were outstanding under our U.S. Revolving Credit Agreement or our U.K. Revolving Credit Agreement.
- (2) Amounts to be paid in future periods for real estate taxes, insurance, other operating expenses and contingent rent applicable to the properties pursuant to the respective operating leases have been excluded from the table above, as the amounts payable in future periods are generally not specified in the lease agreements and are dependent on factors which are not known at this time. Such amounts incurred in fiscal 2010 totaled approximately \$11.3 million.
- (3) Amounts reflected in the table reflect the maximum amount payable pursuant to a contingent consideration arrangement associated with the Lilly Pulitzer acquisition, which totaled \$20 million as of January 29, 2011. Amounts are payable if certain performance criteria related to the acquired business are met during the four years subsequent to acquisition. As of January 29, 2011, our balance sheet reflects a liability of \$10.7 million associated with this arrangement, which reflects the fair value of the anticipated payments as of that date.
- (4) Amounts totaling \$9.7 million of deferred compensation obligations and obligations related to the postretirement benefit portions of endorsement-type split dollar life insurance policies, which are included in other non-current liabilities in our consolidated balance sheet as of January 29, 2011, have been excluded from the table above, due to the uncertainty of the timing of the payment of these obligations, which are generally at the discretion of the individual employees or upon the death of the former employee, respectively.
- (5) An environmental reserve liability of \$1.9 million, which is included in other non-current liabilities in our consolidated balance sheet as of January 29, 2011 and discussed in Note 6 to our consolidated financial statements included in this report, has been excluded from the above table, as we were not contractually obligated to incur these costs as of January 29, 2011 and the timing of payment is uncertain.



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- (6) Non-current deferred tax liabilities of \$28.8 million included in our consolidated balance sheet as of January 29, 2011 and discussed in Note 8 to our consolidated financial statements included in this report have been excluded from the above table, as deferred income tax liabilities are calculated based on temporary differences between the tax basis and book basis of assets and liabilities, which will result in taxable amounts in future years when the liabilities are settled at their reported financial statement amounts. As the results of these calculations do not have a direct connection with the amount of cash taxes to be paid in any future periods, scheduling deferred income tax liabilities by period could be misleading.

Our anticipated capital expenditures for fiscal 2011, which are excluded from the table above as we are not contractually obligated to pay these amounts as of January 29, 2011, are expected to be approximately \$30 million. These expenditures are expected to consist primarily of costs associated with opening new retail stores and certain technology initiatives.

**Dividend Declaration**

On March 28, 2011, our Board of Directors approved a cash dividend of \$0.13 per share payable on April 29, 2011 to shareholders of record as of the close of business on April 15, 2011. Although we have paid dividends in each quarter since we became a public company in July 1960, we may discontinue or modify dividend payments at any time if we determine that other uses of our capital, including but not limited to, payment of outstanding debt, repurchases of outstanding shares or funding of future acquisitions, may be in our best interest; if our expectations of future cash flows and future cash needs outweigh the ability to pay a dividend; or if the terms of our credit facilities, the indenture for the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes, other debt instruments, contingent consideration arrangements or applicable law limit our ability to pay dividends. We may borrow to fund dividends in the short-term based on our expectation of operating cash flows in future periods subject to the terms and conditions of our credit facilities, the indenture for the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes or other debt instruments. All cash flow from operations will not necessarily be paid out as dividends in all periods.

**Off Balance Sheet Arrangements**

We have not entered into agreements which meet the SEC's definition of an off balance sheet financing arrangement, other than operating leases, and have made no financial commitments to or guarantees with respect to any unconsolidated subsidiaries or special purpose entities.

**CRITICAL ACCOUNTING POLICIES**

The discussion and analysis of our financial condition and results of operations are based upon our consolidated financial statements, which have been prepared in accordance with U.S. GAAP. The preparation of these financial statements requires us to make estimates and judgments that affect the reported amounts of assets, liabilities, revenues and expenses and related disclosures. On an ongoing basis, we evaluate our estimates, including those related to receivables, inventories, goodwill, intangible assets, income taxes, contingencies and other accrued expenses. We base our estimates on historical experience and on various other assumptions that are believed to be reasonable under the circumstances, the results of which form the basis for making judgments about the carrying values of assets and liabilities that are not readily apparent from other sources. Actual results may differ from these estimates under different assumptions or conditions. We believe that we have appropriately applied our critical accounting policies. However, in the event that inappropriate assumptions or methods were used relating to the critical accounting policies below, our consolidated statements of operations could be misstated.

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The detailed summary of significant accounting policies is included in Note 1 to our consolidated financial statements contained in this report. The following is a brief discussion of the more significant accounting policies, estimates and methods we use.

### **Revenue Recognition and Accounts Receivable**

Our revenue primarily consists of wholesale, retail store, restaurant and e-commerce sales. We consider revenue realized or realizable and earned when the following criteria are met: (1) persuasive evidence of an agreement exists, (2) delivery has occurred, (3) our price to the buyer is fixed or determinable, and (4) collectibility is reasonably assured.

In the normal course of business we offer certain discounts or allowances to our wholesale customers. Wholesale operations' sales are recorded net of such discounts and allowances, as well as advertising support not specifically relating to the reimbursement for actual advertising expenses by our customers and provisions for estimated returns. As certain allowances and other deductions are not finalized until the end of a season, program or other event which may not have occurred yet, we estimate such discounts and allowances on an ongoing basis. Significant considerations in determining our estimates for discounts, returns and allowances for wholesale customers include historical and current trends, agreements with customers, projected seasonal results, an evaluation of current economic conditions and retailer performance. Actual discounts and allowances to our wholesale customers have not differed materially from our estimates in prior periods. As of January 29, 2011, our total reserves for discounts and allowances were approximately \$9.2 million and, therefore, if the allowances changed by 10% it would have a pre-tax impact of \$0.9 million on earnings from continuing operations.

In circumstances where we become aware of a specific customer's inability to meet its financial obligations, a specific reserve for bad debts is taken as a reduction to accounts receivable to reduce the net recognized receivable to the amount reasonably expected to be collected. For all other customers, we recognize estimated reserves for bad debts based on our historical collection experience, the financial condition of our customers, an evaluation of current economic conditions and anticipated trends, each of which is subjective and requires certain assumptions. Actual charges for uncollectible amounts have not differed materially from our estimates in prior periods. As of January 29, 2011, our allowance for doubtful accounts was approximately \$2.6 million, and therefore, if the allowance for doubtful accounts changed by 10% it would have a pre-tax impact of approximately \$0.3 million on earnings from continuing operations.

### **Inventories, net**

For operating group reporting, inventory is carried at the lower of the first-in, first-out (FIFO) method cost or market. We continually evaluate the composition of our inventories for identification of distressed inventory. In performing this evaluation we consider slow-turning products, prior seasons' fashion products and current levels of replenishment program products as compared to future sales estimates. For wholesale inventory, we estimate the amount of goods that we will not be able to sell in the normal course of business and write down the value of these goods as necessary. For retail inventory, we provide an allowance for shrinkage and goods expected to be sold below cost. As the amount to be ultimately realized for the goods is not necessarily known at period end, we must utilize certain assumptions considering historical experience, the age of the inventory, inventory quantity, quality and mix, historical sales trends, future sales projections, consumer and retailer preferences, market trends and general economic conditions.

For consolidated financial reporting, approximately \$74.1 million of our inventories are valued at the lower of last-in, first-out (LIFO) method cost or market after deducting the \$46.0 million LIFO reserve as of January 29, 2011. Approximately \$11.3 million of our inventories are valued at the lower

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of FIFO cost or market as of January 29, 2011. As of January 29, 2011 and January 30, 2010, approximately 87% and 81%, respectively, of our inventories are accounted for using the LIFO method. Generally, our inventories related to our domestic operations are valued at the lower of LIFO cost or market and our inventories related to our international operations are valued at the lower of FIFO cost or market. LIFO inventory accounting adjustments are not allocated to our operating groups as LIFO inventory pools do not correspond to our operating group definitions. LIFO reserves are based on the Producer Price Index as published by the United States Department of Labor. We write down inventories valued at the lower of LIFO cost or market when LIFO exceeds market value. We consider LIFO accounting adjustments to not only include changes in the LIFO reserve, but also changes in markdown reserves which are considered in LIFO accounting. For operating group reporting purposes included in Note 10 to our consolidated financial statements and in the results of operations in our Management's Discussion and Analysis of Financial Condition and Results of Operations included in this report, the impact of LIFO accounting is included in Corporate and Other.

As of January 29, 2011, we had recorded a reserve of approximately \$0.8 million related to inventory on the lower of FIFO cost or market method. A 10% change in the amount of markdowns for inventory valued on the lower of FIFO cost or market method as of January 29, 2011 would have a pre-tax impact of approximately \$0.1 million on earnings from continuing operations. A change in the markdowns of our inventory valued at the lower of LIFO cost or market method would not be expected to have a material impact on our consolidated financial statements due to the existence of our significant LIFO reserve of \$46.0 million, or 38% of the FIFO cost of the inventory, as of January 29, 2011. A change in inventory levels at the end of future years compared to inventory balances as of January 29, 2011 could result in a material impact on our consolidated financial statements as such a change may erode portions of our earlier base year layers for purposes of making our annual LIFO computation.

The purchase method of accounting for business combinations requires that assets and liabilities, including inventories, are recorded at fair value at acquisition. In accordance with U.S. GAAP, the definition of fair value of inventories acquired generally will equal the expected sales price less certain costs associated with selling the inventory, which may exceed the actual cost of producing the acquired inventories. In determining the fair value of the acquired inventory, we must make certain assumptions regarding costs incurred prior to acquisition for the acquired inventory, an appropriate profit allowance and estimates of the costs to sell the inventory. Such estimates involve significant uncertainty, and if we had made different assumptions, the impact on our consolidated financial statements could be significant. In accordance with U.S. GAAP, we recognized a write-up of inventories of approximately \$1.8 million above the cost of acquired inventories to fair value in connection with our acquisition of the Lilly Pulitzer brand and operations, which we included in our allocation of purchase price. Based on the inventory turn of the acquired inventories, approximately \$0.8 million of the write-up was recognized as additional cost of goods sold in fiscal 2010, and we anticipate that the remaining \$1.0 million of the write-up, which is included in inventories, net in our consolidated balance sheet as of January 29, 2011, will be recognized as cost of goods sold during the first quarter of fiscal 2011 as the acquired inventory is sold in the ordinary course of business.

### **Goodwill, net**

Goodwill is recognized as the amount by which the cost to acquire a company or group of assets exceeds the fair value of assets acquired less any liabilities assumed at acquisition. Such goodwill is allocated to the respective reporting unit at the time of acquisition. Goodwill is not amortized but instead is evaluated for impairment annually or more frequently if events or circumstances indicate that the goodwill might be impaired. The evaluation of the recoverability of goodwill includes valuations of each applicable underlying business using fair value techniques and market comparables which may include a discounted cash flow analysis or an independent appraisal. Significant estimates, some of

which require subjective judgment, included in such a valuation include future cash flow projections of the business, which are based on our future expectations for the business. Additionally, the discount rate used in this analysis is an estimate of the risk-adjusted market-based cost of capital.

As part of our annual impairment test, we use certain indicators to evaluate whether the carrying value of goodwill may not be recoverable, such as (i) negative operating cash flow or a forecast that demonstrates declines in the operating cash flow of a reporting unit or the inability of a reporting unit to improve its operations to appropriate levels, (ii) a significant adverse change in the business climate that could affect the value of an entity and (iii) whether the book value of our shareholders' equity exceeds our market capitalization. A decrease in our market capitalization resulting from a decrease in our stock price, or a negative long-term performance outlook, could cause the carrying value of our reporting units to exceed their fair values, which may result in an impairment loss. If our analysis indicates an impairment of goodwill balances, the impairment is recognized in the consolidated financial statements.

During fiscal 2008, the price of our common stock declined significantly, particularly late in the third quarter and throughout the fourth quarter. As of January 31, 2009, the carrying value of our net assets exceeded the fair value of our net assets, measured as market capitalization of our outstanding common stock, plus a reasonable control premium, and the fair value of our outstanding debt. The analysis comparing our enterprise fair value to our book value along with consideration of the actual and projected results of our reporting units indicated that it was appropriate to write off all goodwill in Tommy Bahama and Ben Sherman in fiscal 2008, resulting in a total goodwill impairment charge of approximately \$242.2 million. Additionally, all goodwill related to Oxford Apparel of \$1.8 million was written off in fiscal 2008, which is included in discontinued operations in our statements of operations. No impairment of goodwill was recognized in fiscal 2009 or fiscal 2010.

As a result of our acquisition of the Lilly Pulitzer brand and operations, we allocated approximately \$16.9 million of goodwill based on our preliminary fair value allocation. The amount of goodwill ultimately recognized may change in the future if we revise our fair value allocation during the allocation period.

#### **Intangible Assets, net**

Intangible assets included in our consolidated balance sheet as of January 29, 2011 totaled approximately \$166.7 million, which includes approximately \$6.0 million of customer relationships with finite lives and \$160.7 million of trademarks with indefinite lives. At acquisition, we estimate and record the fair value of purchased intangible assets, which primarily consist of trademarks and customer relationships. The fair values and useful lives of these intangible assets are estimated based on management's assessment as well as independent third party appraisals in some cases. Such valuation may include a discounted cash flow analysis of anticipated revenues or cost savings resulting from the acquired intangible asset using an estimate of a risk-adjusted market-based cost of capital as the discount rate.

Amortization of intangible assets with finite lives, which primarily consist of customer relationships, is recognized over their estimated useful lives using a method of amortization that reflects the pattern in which the economic benefits of the intangible assets are consumed or otherwise realized. We amortize our intangible assets with finite lives for periods of up to 15 years. The determination of an appropriate useful life for amortization is based on our plans for the intangible asset as well as factors outside of our control. Intangible assets with finite lives are reviewed for impairment periodically if events or changes in circumstances indicate that the carrying amount may not be recoverable. If expected future undiscounted cash flows from operations are less than their carrying amounts, an asset is determined to be impaired and a loss is recorded for the amount by which the carrying value of the

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asset exceeds its fair value. Amortization related to intangible assets with finite lives totaled \$1.0 million during fiscal 2010 and is anticipated to be approximately \$1.2 million in fiscal 2011.

Trademarks with indefinite lives are not amortized but instead evaluated for impairment annually or more frequently if events or circumstances indicate that the intangible asset might be impaired. The evaluation of the recoverability of trademarks with indefinite lives includes valuations based on a discounted cash flow analysis utilizing the relief from royalty method, among other considerations. This approach is dependent upon a number of uncertain factors, including estimates of future net sales, growth rates, royalty rates for the trademarks and discount rates. Such estimates involve significant uncertainty, and if our plans or anticipated results change, the impact on our financial statements could be significant. If this analysis indicates an impairment of a trademark with an indefinite useful life, the amount of the impairment is recognized in the consolidated financial statements based on the amount that the carrying value exceeds the estimated fair value of the asset.

As a result of the impact of the difficult economic conditions on the operations of Tommy Bahama and Ben Sherman as well as the required use of higher discount rates than used in prior years, we recognized approximately \$65.4 million of impairment charges related to intangible assets in fiscal 2008. Charges of \$17.1 million, \$46.1 million and \$2.2 million were recognized in Tommy Bahama, Ben Sherman and Lanier Clothes, respectively. The fiscal 2008 impairment charges related to intangible assets resulted in a tax benefit in our consolidated statements of operations. In fiscal 2009 and fiscal 2010, no impairment charges related to intangible assets were recognized.

As a result of our acquisition of the Lilly Pulitzer brand and operations, we recognized \$30.5 million of intangible assets including trademarks and customer relationships in our consolidated balance sheet at acquisition using the methodology outlined above. These acquired intangible assets consist of \$27.5 million of indefinite lived trademarks and \$3.0 million of definite lived customer relationships. The amount of intangible assets ultimately recognized may change in the future if we revise our fair value allocation during the allocation period.

### **Income Taxes**

Significant judgment is required in determining the provision for income taxes for a company with global operations. The ultimate tax outcome may be uncertain for many transactions. Our provisions are based on federal and projected state statutory rates and take into account our assessment of permanent book/tax differences, income tax credits and uncertain tax positions. We estimate the effective tax rate for the full fiscal year and record a quarterly income tax provision in accordance with the anticipated annual rate. As the fiscal year progresses, the estimate is refined based upon actual events and earnings (loss) by jurisdiction and to reflect changes in our judgment of the likely outcome of uncertain tax positions. This estimation process periodically results in a change to the expected effective tax rate for the fiscal year. When this occurs, we adjust the income tax provision during the quarter in which the change in estimate occurs so that the year-to-date provision reflects the expected annual rate. Income tax expense may also be adjusted for discrete events occurring during the year, such as the enactment of tax rate changes or changes in uncertain tax positions, which are reflected in the quarter that the changes occur.

### **Business Combinations**

We account for our business combinations using the purchase method of accounting. The cost of each acquired business is allocated to the individual tangible and intangible assets acquired and liabilities assumed or incurred as a result of the acquisition based on their estimated fair values. The assessment of the estimated fair values of assets and liabilities acquired requires us to make certain assumptions regarding the use of the acquired assets, anticipated cash flows, probabilities of cash flows,

discount rates and other factors. The methodology of determining the acquired fair value for inventories, goodwill and intangible assets are each discussed in more detail above.

As part of our acquisition of the Lilly Pulitzer brand and operations, we have entered into certain contingent consideration arrangements with the sellers, whereby we will owe the sellers contingent consideration if certain performance criteria related to the acquired business are attained. The purchase method of accounting requires that this contingent consideration is recorded at fair value on the date of acquisition and adjusted periodically based on our estimates of fair value. Such valuation requires assumptions regarding anticipated cash flows, probabilities of cash flows, discount rates and other factors. For the Lilly Pulitzer acquisition, the total contingent consideration that we may be required to pay totals \$20 million; however, our estimate on the date of acquisition of the fair value of this amount is approximately \$10.5 million, which reflects the discounted fair value of the anticipated payments. This estimate of fair value considers each of the assumptions discussed above. Such estimates involve significant uncertainty, and we expect that during the one year allocation period and subsequent to the allocation period, we will gain better knowledge about the uncertainties, and we expect that it is very likely that we will revise our estimate of the fair value of this contingent consideration in future periods. Additionally, the fair value will change each period with the recognition of interest expense resulting from the passage of time at the applicable discount rate as we approach the payment dates of the contingent consideration. If our plans or the anticipated results of the acquired business change, the impact on our consolidated balance sheets and consolidated statements of operations could be significant.

Based on our current assumptions related to the contingent consideration valuation, we anticipate that the change in fair value associated with the contingent consideration arrangement will be approximately \$2.4 million during fiscal 2011 assuming there are no other changes to our assumptions related to the fair value of the contingent consideration arrangement. The change in fair value of the contingent consideration in fiscal 2011 and subsequent periods could change significantly if our assumptions regarding the valuation of the contingent consideration change during fiscal 2011.

We anticipate that the allocation of purchase price will be revised during the allocation period as necessary when, and if, information becomes available to revise the fair value of the assets acquired and the liabilities assumed. To the extent information to revise the allocation becomes available during the allocation period the allocation of the purchase price will be adjusted. Should information become available after the allocation period indicating that adjustments to the allocation are appropriate, those adjustments will be included in operating results. The allocation period will not exceed one year from the date of the acquisition. As we have not completed our valuation of assets and liabilities acquired, including the valuation of the contingent consideration, we have not completed the purchase price allocation related to our December 21, 2011 acquisition of Lilly Pulitzer as discussed in Note 14 of our consolidated financial statements included in this report.

For the valuation of each of the acquired assets, including receivables, inventories, fixed assets, intangible assets, other assets and goodwill, and the acquired liabilities, including accounts payable, accrued expenses, contingent consideration and any other liabilities, the assumptions that we made regarding the valuation of these assets could differ significantly from the assumptions made by other parties. The use of different assumptions could result in materially different valuations for the acquired assets and liabilities assumed, which would impact the opening balance sheet as well as the results of operations for future periods.

#### **SEASONALITY**

Although our various product lines are sold on a year-round basis, the demand for specific products or styles may be seasonal. For example, the demand for Tommy Bahama and Lilly Pulitzer products in our principal markets is generally higher in the spring season and lower in the fall season.

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Typically, our wholesale products are sold prior to each of the retail selling seasons, including spring, summer, fall and holiday. As the timing of product shipments and other events affecting the retail business may vary, we do not believe that results for any particular quarter are necessarily indicative of results for the full fiscal year. In addition, we do not believe that the fiscal 2010 distribution of net sales and operating income is necessarily indicative of the expected distribution in future years as the information below does not reflect a full year's operations of Lilly Pulitzer and individual quarters may be impacted by certain unusual or non-recurring items, economic conditions or other factors. The following table presents the percentage of net sales and operating income by quarter (unaudited) for fiscal 2010:

	First Quarter	Second Quarter	Third Quarter	Fourth Quarter
Net sales	27%	24%	23%	26%
Operating income	37%	27%	16%	20%

**Item 7A. Quantitative and Qualitative Disclosures About Market Risk****Interest Rate Risk**

We are exposed to market risk from changes in interest rates on our indebtedness, which could impact our financial condition and results of operations in future periods. Our objective is to limit the impact of interest rate changes on earnings and cash flow, primarily through a mix of fixed-rate and variable-rate debt. This assessment also considers our need for flexibility in our borrowing arrangements resulting from the seasonality of our business, among other factors. We continuously monitor interest rates to consider the sources and terms of our borrowing facilities in order to determine whether we have achieved our interest rate management objectives. None of our debt was entered into for speculative purposes. Also, we generally do not engage in hedging activities with respect to our interest rate risk and generally do not enter into such any such hedging transactions on a speculative basis.

As of January 29, 2011, we had no debt outstanding which was subject to variable interest rates, although we did have debt subject to variable interest rates outstanding at various times during fiscal 2010. Our lines of credit, which are based on variable interest rates, provide the necessary borrowing flexibility we require due to the seasonality of our business and our need to fund certain product purchases with trade letters of credit. To the extent that the amounts outstanding under our variable-rate lines of credit change, our exposure to changes in interest rates would also change. We do not believe that borrowings and interest rates, and therefore interest expense, for fiscal 2010 are necessarily indicative of borrowings in future periods given our divestiture and acquisition activities in the fourth quarter of fiscal 2010, as well as other factors. After considering the impact of these transactions, we do not anticipate having a significant amount of borrowings outstanding under our variable-rate lines of credits during fiscal 2011; however, we may have amounts outstanding under our variable-rate lines of credits at certain times during fiscal 2011 based on our seasonal working capital requirements or if anticipated cash requirements exceed our current expectations. If we make changes to our capital structure or acquire additional businesses in the future, such transactions could materially impact our borrowing levels on our variable-rate lines of credit and, thus, interest expense in future periods as well.

As of January 29, 2011, we had approximately \$150 million aggregate principal amount of fixed-rate debt outstanding, consisting of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes, which have an effective interest rate of 12.0% and mature in July 2015. Such fixed-rate debt may result in higher interest expense than could be obtained under variable interest rate arrangements in certain periods, but is primarily intended to provide long-term financing of our capital structure and minimize our exposure to increases in interest rates. A change in the market interest rate impacts the fair value of our fixed-rate

debt but has no impact on interest incurred or cash flows. Even if we have a substantial amount of cash on hand, our ability to reduce the amount of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes outstanding may be limited until July 2012, without a significant costs.

#### **Foreign Currency Risk**

To the extent that we have assets and liabilities, as well as operations, denominated in foreign currencies that are not hedged, we are subject to foreign currency transaction and translation gains and losses. We view our foreign investments as long-term and, as a result, we generally do not hedge such foreign investments. We do not hold or issue any derivative financial instruments related to foreign currency exposure for speculative purposes.

We receive United States dollars for most of our product sales. However, approximately 10% of our net sales for fiscal 2010 were denominated in currencies other than the United States dollar. These sales primarily relate to Ben Sherman sales in the United Kingdom and Europe. A strengthening United States dollar could result in lower levels of sales and earnings in our consolidated statements of operations in future periods, although the sales in foreign currencies could be equal to or greater than amounts as previously reported. Based on our net sales during fiscal 2010 denominated in foreign currencies, if the United States dollar had been 10% stronger against the British pound we would have experienced a decrease in net sales of approximately \$6.2 million, but the impact on operating income would have been immaterial.

Substantially all of our inventory purchases, including goods for operations in the United Kingdom, from contract manufacturers throughout the world are denominated in United States dollars. Purchase prices for our products may be impacted by fluctuations in the exchange rate between the United States dollar and the local currencies of the contract manufacturers, which may have the effect of increasing our cost of goods sold in the future. Additionally, to the extent that the exchange rate between the United States dollar and the currency that the inventory will be sold in changes, the gross margins of those businesses could be impacted significantly.

We may from time to time purchase short-term foreign currency forward exchange contracts to hedge against changes in foreign currency exchange rates, and at January 29, 2011, we were a party to approximately \$16.5 million of such contracts that were unsettled. These contracts primarily consist of agreements to purchase U.S. dollars and sell Euro. During fiscal 2010, foreign currency forward exchange contracts outstanding did not exceed \$20 million at any time. When such contracts are outstanding, the contracts are marked to market with the offset being recognized in other comprehensive income or our consolidated statement of operations if the transaction does or does not, respectively, qualify as a hedge in accordance with U.S. GAAP.

#### **Commodity and Inflation Risk**

We are affected by inflation and changing prices primarily through the purchase of raw materials and finished goods and increased operating costs to the extent that any such fluctuations are not reflected by adjustments in the selling prices of our products. Inflation/deflation risks are managed by each operating group through selective price increases when possible, productivity improvements and cost containment initiatives. We do not enter into significant long-term sales or purchase contracts, and we do not engage in hedging activities with respect to such risk. Based on purchases and negotiations for inventory purchases thus far in fiscal 2011, it appears that our gross margins will be impacted by pricing pressures on raw materials, fuel, transportation and other costs necessary for the production and sourcing of apparel products during fiscal 2011 compared to fiscal 2010.



Item 8. *Financial Statements and Supplementary Data*

OXFORD INDUSTRIES, INC.

CONSOLIDATED STATEMENTS OF OPERATIONS

(in thousands, except per share amounts)

	Fiscal 2010	Fiscal 2009	Fiscal 2008
Net sales	\$ 603,947	\$ 585,306	\$ 699,064
Cost of goods sold	276,540	294,493	363,452
Gross profit	327,407	290,813	335,612
SG&A	301,002	282,489	325,342
Amortization of intangible assets	973	1,217	2,800
Change in fair value of contingent consideration	200	—	—
Impairment of goodwill and intangible assets	—	—	307,532
	302,175	283,706	635,674
Royalties and other operating income	15,430	11,803	15,661
Operating income (loss)	40,662	18,910	(284,401)
Gain on repurchase of 8 <sup>7</sup> /8% Senior Unsecured Notes	—	—	7,767
Interest expense, net	19,887	20,469	21,317
Earnings (loss) from continuing operations before income taxes	20,775	(1,559)	(297,951)
Income taxes (benefit)	4,540	(2,945)	(19,845)
Earnings (loss) from continuing operations	16,235	1,386	(278,106)
Earnings from discontinued operations, net of taxes	12,877	13,238	6,649
Gain on sale of discontinued operations, net of taxes	49,546	—	—
Net earnings from discontinued operations	62,423	13,238	6,649
Net earnings (loss)	\$ 78,658	\$ 14,624	\$ (271,457)
Earnings (loss) from continuing operations, net of taxes per common share:			
Basic	\$ 0.98	\$ 0.09	\$ (17.42)
Diluted	\$ 0.98	\$ 0.09	\$ (17.42)
Earnings from discontinued operations, net of taxes per common share:			
Basic	\$ 0.78	\$ 0.81	\$ 0.42
Diluted	\$ 0.78	\$ 0.81	\$ 0.42
Gain on sale of discontinued operations, net of taxes per common share:			
Basic	\$ 3.00	\$ 0.00	\$ 0.00
Diluted	\$ 2.99	\$ 0.00	\$ 0.00
Net earnings from discontinued operations per common share:			
Basic	\$ 3.77	\$ 0.81	\$ 0.42
Diluted	\$ 3.77	\$ 0.81	\$ 0.42
Net earnings (loss) per common share:			
Basic	\$ 4.76	\$ 0.90	\$ (17.00)
Diluted	\$ 4.75	\$ 0.90	\$ (17.00)
Weighted average common shares outstanding:			
Basic	16,537	16,297	15,968
Dilution	14	7	—
Diluted	16,551	16,304	15,968
Dividends declared per common share	\$ 0.44	\$ 0.36	\$ 0.72

See accompanying notes.

**OXFORD INDUSTRIES, INC.**  
**CONSOLIDATED BALANCE SHEETS**

(in thousands, except par amounts)

	January 29, 2011	January 30, 2010
<b>ASSETS</b>		
<b>Current Assets:</b>		
Cash and cash equivalents	\$ 44,094	\$ 8,288
Receivables, net	50,177	44,690
Inventories, net	85,338	58,180
Prepaid expenses, net	12,554	10,508
Deferred tax assets	19,005	13,875
Assets related to discontinued operations, net	57,745	56,365
<b>Total current assets</b>	<b>268,913</b>	<b>191,906</b>
Property and equipment, net	83,895	78,425
Intangible assets, net	166,680	137,462
Goodwill	16,866	—
Other non-current assets, net	22,117	17,381
<b>Total Assets</b>	<b>\$ 558,471</b>	<b>\$ 425,174</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>		
<b>Current Liabilities:</b>		
Trade accounts payable and other accrued expenses	\$ 83,211	\$ 68,249
Accrued compensation	23,095	9,259
Liabilities related to discontinued operations	40,785	18,942
<b>Total current liabilities</b>	<b>147,091</b>	<b>96,450</b>
Long-term debt, less current maturities	147,065	146,408
Other non-current liabilities	55,441	49,478
Non-current deferred income taxes	28,846	28,421
Commitments and contingencies		
<b>Shareholders' Equity:</b>		
Common stock, \$1.00 par value per common share	16,511	16,461
Additional paid-in capital	96,597	91,840
Retained earnings	90,739	19,356
Accumulated other comprehensive loss	(23,819)	(23,240)
<b>Total shareholders' equity</b>	<b>180,028</b>	<b>104,417</b>
<b>Total Liabilities and Shareholders' Equity</b>	<b>\$ 558,471</b>	<b>\$ 425,174</b>

See accompanying notes.

OXFORD INDUSTRIES, INC.

CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY

(in thousands)

	Common Stock	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Total
<b>Balance, February 2, 2008</b>	16,049	\$ 85,224	\$ 293,045	\$ 13,063	\$ 407,381
Comprehensive income:					
Net earnings (loss) and other comprehensive income (loss)	—	—	(271,457)	(40,668)	(312,125)
Shares issued under stock plans, net of tax benefit of \$0.3 million	375	(284)	—	—	91
Compensation expense for stock awards	—	3,485	—	—	3,485
Repurchase of common stock	(558)	—	558	—	—
Cash dividends declared	—	—	(11,525)	—	(11,525)
<b>Balance, January 31, 2009</b>	15,866	88,425	10,621	(27,605)	87,307
Comprehensive income:					
Net earnings and other comprehensive income	—	—	14,624	4,365	18,989
Shares issued under stock plans, net of tax provision of \$0.4 million	595	(950)	—	—	(355)
Compensation expense for stock awards	—	4,365	—	—	4,365
Cash dividends declared	—	—	(5,889)	—	(5,889)
<b>Balance, January 30, 2010</b>	16,461	91,840	19,356	(23,240)	104,417
Comprehensive income:					
Net earnings and other comprehensive income (loss)	—	—	78,658	(579)	78,079
Shares issued under stock plans, net of tax benefit of \$0.1 million	50	224	—	—	274
Compensation expense for stock awards	—	4,533	—	—	4,533
Cash dividends declared	—	—	(7,275)	—	(7,275)
<b>Balance, January 29, 2011</b>	16,511	\$ 96,597	\$ 90,739	\$ (23,819)	\$ 180,028

See accompanying notes.

**OXFORD INDUSTRIES, INC.**  
**CONSOLIDATED STATEMENTS OF CASH FLOWS**  
(in thousands)

	Fiscal 2010	Fiscal 2009	Fiscal 2008
<b>Cash Flows From Operating Activities:</b>			
Earnings (loss) from continuing operations	\$ 16,235	\$ 1,386	\$ (278,106)
Adjustments to reconcile earnings (loss) from continuing operations to net cash provided by operating activities:			
Depreciation	17,840	19,207	20,849
Amortization of intangible assets	973	1,217	2,800
Impairment of goodwill and intangible assets	—	—	307,532
Change in fair value of contingent consideration	200	—	—
Amortization/write-off of deferred financing costs and bond discount	1,952	3,370	2,921
Gain on repurchase of 8 <sup>7</sup> / <sub>8</sub> % Senior Unsecured Notes	—	—	(7,767)
Stock compensation expense	4,549	4,003	3,420
Loss on sale of property and equipment	376	2,147	128
Deferred income taxes	(4,620)	(8,114)	(26,254)
Changes in working capital, net of acquisitions and dispositions:			
Receivables	162	1,250	20,405
Inventories	(17,920)	35,669	20,399
Prepaid expenses	(369)	79	1,327
Current liabilities	22,340	(1,220)	(17,113)
Other non-current assets	(1,260)	(1,390)	3,751
Other non-current liabilities	(4,767)	3,371	(2,443)
<b>Net cash provided by operating activities</b>	<b>35,691</b>	<b>60,975</b>	<b>51,849</b>
<b>Cash Flows From Investing Activities:</b>			
Acquisitions, net of cash acquired	(58,303)	—	—
Purchases of property and equipment	(13,328)	(11,308)	(20,038)
Other	78	11	237
<b>Net cash used in investing activities</b>	<b>(71,553)</b>	<b>(11,297)</b>	<b>(19,801)</b>
<b>Cash Flows From Financing Activities:</b>			
Repayment of revolving credit arrangements	(172,082)	(252,764)	(373,088)
Proceeds from revolving credit arrangements	172,082	219,444	334,344
Repayment of company owned life insurance policy loans	(4,125)	—	—
Repurchase of 8 <sup>7</sup> / <sub>8</sub> % Senior Unsecured Notes	—	(166,805)	(24,971)
Proceeds from the issuance of 11 <sup>3</sup> / <sub>8</sub> % Senior Secured Notes	—	146,029	—
Deferred financing costs paid	—	(5,049)	(1,664)
Proceeds from issuance of common stock	177	8	91
Dividends on common stock	(7,275)	(5,889)	(14,413)
<b>Net cash used in financing activities</b>	<b>(11,223)</b>	<b>(65,026)</b>	<b>(79,701)</b>
<b>Cash Flows from Discontinued Operations:</b>			
Net operating cash flows (used in) provided by discontinued operations	(19,930)	20,594	38,513
Net investing cash flows provided by (used in) discontinued operations	102,790	(15)	(1,438)
<b>Net cash provided by discontinued operations</b>	<b>82,860</b>	<b>20,579</b>	<b>37,075</b>
Net change in cash and cash equivalents	35,775	5,231	(10,578)
Effect of foreign currency translation on cash and cash equivalents	31	(233)	(1,044)
Cash and cash equivalents at the beginning of year	8,288	3,290	14,912
Cash and cash equivalents at the end of year	<u>\$ 44,094</u>	<u>\$ 8,288</u>	<u>\$ 3,290</u>
<b>Supplemental disclosure of cash flow information:</b>			
Cash paid for interest, net, including interest paid for discontinued operations	\$ 18,560	\$ 20,051	\$ 21,900
Cash paid for income taxes, including income taxes paid for discontinued operations	\$ 20,859	\$ 9,741	\$ 11,241

See accompanying notes.

**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS**

**January 29, 2011**

**Note 1. Summary of Significant Accounting Policies**

*Principal Business Activity*

We are an international apparel design, sourcing and marketing company featuring a diverse portfolio of owned lifestyle brands, featuring Tommy Bahama, Ben Sherman and Lilly Pulitzer, as well as owned and licensed brands of tailored clothing and golf apparel. We distribute our owned lifestyle branded products through a variety of upscale department stores and specialty stores as well as company owned retail stores and e-commerce websites. Additionally, we operate Tommy Bahama restaurants, which are generally adjacent to certain of our Tommy Bahama retail stores. Our branded and private label tailored clothing products are distributed through department stores, specialty stores, national chains, specialty catalogs, mass merchants and Internet retailers. Originally founded in 1942, we have undergone a transformation as we migrated from our historical domestic manufacturing roots towards a focus on designing, sourcing and marketing apparel products bearing prominent trademarks owned by us.

Unless otherwise indicated, all references to assets, liabilities, revenues and expenses in these financial statements reflect continuing operations and exclude any amounts related to the discontinued operations of our former Oxford Apparel Group, as discussed in note 15.

*Fiscal Year*

Our fiscal year ends on the Saturday closest to January 31 and will, in each case, begin at the beginning of the day next following the last day of the preceding fiscal year. As used in these financial statements, the terms listed below (or words of similar import) reflect the respective period noted:

Fiscal 2011	52 weeks ending January 28, 2012
Fiscal 2010	52 weeks ended January 29, 2011
Fiscal 2009	52 weeks ended January 30, 2010
Fiscal 2008	52 weeks ended January 31, 2009

*Principles of Consolidation*

Our consolidated financial statements include the accounts of Oxford Industries, Inc. and any other entities in which we have a controlling financial interest, including our wholly-owned domestic and foreign subsidiaries, or entities that meet the definition of a variable interest entity of which we are deemed to be the primary beneficiary. In determining whether a controlling financial interest exists, we consider ownership of voting interests, as well as other rights of the investors. The results of operations of acquired businesses are included in our consolidated statements of operations from the respective dates of the acquisitions. All significant intercompany accounts and transactions are eliminated in consolidation.

We account for investments in which we exercise significant influence, but do not control and have not been determined to be the primary beneficiary, using the equity method of accounting. Significant influence is generally presumed to exist when we own between 20% and 50% of the entity. However, if we own a greater than 50% ownership interest in an entity and the minority shareholders hold certain rights that allow them to approve or veto certain major decisions of the business, we would use the equity method of accounting. Under the equity method of accounting, original investments are

**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 1. Summary of Significant Accounting Policies (Continued)**

recorded at cost, and are subsequently adjusted for our contributions to, distributions from and share of income or losses of the entity. Allocations of income and loss and distributions by the entity are made in accordance with the terms of the ownership agreement. We did not own any investments in an unconsolidated entity accounted for under the equity method as part of our continuing operations in any period presented. Our investments accounted for under the equity method related to discontinued operations are included in assets related to discontinued operations, net in our consolidated balance sheets, and the related income is included in earnings from discontinued operations in our consolidated statements of operations.

***Business Combinations***

We account for our business combinations using the purchase method of accounting. The cost of each acquired business is allocated to the individual tangible and intangible assets acquired and liabilities assumed based on their estimated fair values. The assessment of the estimated fair values of assets and liabilities acquired requires us to make certain assumptions regarding the use of the acquired assets, anticipated cash flows, probabilities of cash flows, discount rates and other factors. The allocation may be revised during an allocation period as necessary when, and if, information becomes available to revise the fair value of the assets acquired and the liabilities assumed. To the extent information to revise the allocation becomes available during the allocation period, the allocation of the purchase price will be adjusted. Should information become available after the allocation period indicating that adjustments to the allocation is appropriate, those adjustments will be included in operating results. The allocation period will not exceed one year from the date of the acquisition. As we have not completed our valuation of assets and liabilities acquired, we have not completed the purchase price allocation related to our December 21, 2010 acquisition of the Lilly Pulitzer brand and operations, as discussed in note 14.

***Revenue Recognition and Accounts Receivable***

Our revenue consists of wholesale, retail store, restaurant and e-commerce. We consider revenue realized or realizable and earned when the following criteria are met: (1) persuasive evidence of an agreement exists, (2) delivery has occurred, (3) our price to the buyer is fixed or determinable and (4) collectibility is reasonably assured.

For sales within our wholesale operations, we consider a submitted purchase order or some form of electronic communication from the customer requesting the goods persuasive evidence of an agreement. For substantially all of our wholesale sales, our products are considered sold and delivered at the time that the products are shipped, as substantially all products are sold based on FOB shipping point terms. This generally coincides with the time that title passes and the risks and rewards of ownership have passed to the customer. For certain transactions in which the goods do not pass through our owned or third party distribution centers and title and the risks and rewards of ownership pass at the time the goods leave the foreign port, revenue is recognized at that time. In certain cases in which we retain the risk of loss during shipment, revenue recognition does not occur until the goods have reached the specified customer. Retail store revenue, concession revenue and restaurant revenues are recorded at the time of sale to consumers. E-commerce revenue is recorded at the time of shipment to consumers. Retail store, e-commerce and restaurant revenues are recorded net of

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)**

estimated returns, as appropriate, and net of applicable sales taxes in our consolidated statements of operations.

In the normal course of business we offer certain discounts or allowances to our wholesale customers. Wholesale operations' sales are recorded net of such discounts and allowances, as well as advertising support not specifically relating to the reimbursement for actual advertising expenses by our customers and provisions for estimated returns. As certain allowances and other deductions are not finalized until the end of a season, program or other event which may not have occurred yet, we estimate such discounts and allowances on an ongoing basis. Significant considerations in determining our estimates for discounts, returns and allowances for wholesale customers include historical and current trends, agreements with customers, projected seasonal results, an evaluation of current economic conditions and retailer performance. We record the discounts, returns and allowances as a reduction to net sales in our consolidated statements of operations. As of January 29, 2011 and January 30, 2010, reserve balances related to these items were \$9.2 million and \$8.8 million, respectively.

In circumstances where we become aware of a specific customer's inability to meet its financial obligations, a specific reserve for bad debts is taken as a reduction to accounts receivable to reduce the net recognized receivable to the amount reasonably expected to be collected. Such amounts are written off at the time that the amounts are not considered collectible. For all other customers, we recognize estimated reserves for bad debts based on our historical collection experience, the financial condition of our customers, an evaluation of current economic conditions and anticipated trends, each of which is subjective and requires certain assumptions. We include such charges and write-offs in SG&A in our consolidated statements of operations. As of January 29, 2011 and January 30, 2010, bad debt reserve balances were \$2.6 million and \$1.6 million, respectively.

We have determined that gift card balances are unlikely to be redeemed once they have been outstanding for four years and therefore may be recognized as income, subject to applicable laws in certain states. Gift card breakage is included in net sales in our consolidated statements of operations.

Royalties from the license of our owned brands, which are generally based on the greater of a percentage of the licensee's actual net sales or a contractually determined minimum royalty amount, are recorded based upon the guaranteed minimum levels and adjusted as sales data is received from licensees. In some cases, we may receive initial payments for the grant of license rights, which are recognized as revenue over the term of the license agreement. Royalty income was \$15.3 million, \$11.6 million and \$15.5 million during fiscal 2010, fiscal 2009 and fiscal 2008, respectively and is included in royalties and other operating income in our consolidated statements of operations.

***Cost of Goods Sold***

We include in cost of goods sold and inventories all manufacturing, sourcing and procurement costs and expenses incurred prior to or in association with the receipt of finished goods at our distribution facilities. These costs principally include product cost, inbound freight charges, import costs, purchasing costs, internal transfer costs, direct labor, manufacturing overhead, insurance, duties, brokers' fees and consolidators' fees. For retail operations, in-bound freight from our warehouse to our own retail stores is also included.

**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 1. Summary of Significant Accounting Policies (Continued)**

Our gross margins may not be directly comparable to those of our competitors, as statement of operations classifications of certain expenses may vary by company.

***SG&A***

We include in SG&A costs incurred subsequent to the receipt of finished goods at our distribution facilities, such as the cost of inspection, stocking, warehousing, picking and packing, and shipping and handling of goods for delivery to customers. SG&A also includes product design costs, selling costs, royalty costs, advertising, promotion and marketing expenses, professional fees, other general and administrative expenses and our corporate overhead costs. Additionally, all costs associated with the operations of our retail stores, concessions and restaurants, such as labor and occupancy costs and other fees, are included in SG&A.

Distribution network costs, including shipping and handling, are included as a component of SG&A. We consider distribution network costs to be the costs associated with operating our distribution centers, as well as the costs paid to third parties who perform those services for us. In fiscal 2010, fiscal 2009 and fiscal 2008, distribution network costs, including shipping and handling, included in SG&A totaled approximately \$21.6 million, \$21.4 million and \$28.3 million, respectively. We generally classify amounts billed to customers for shipping and handling fees as revenues and classify costs related to shipping in SG&A in our consolidated statements of operations.

All costs associated with advertising, promoting and marketing of our products are expensed during the period when the advertisement first shows. Costs associated with cooperative advertising programs under which we agree to make general contributions to the customers' advertising and promotional funds are recorded as a reduction to net sales as recognized. If we negotiate an advertising plan and share in the cost for an advertising plan that is for specific ads run for products purchased by the customer from us, and the customer is required to provide proof that the advertisement was run, such costs are recognized as SG&A. Advertising, promotions and marketing expenses included in SG&A for fiscal 2010, fiscal 2009 and fiscal 2008 were \$15.2 million, \$15.0 million and \$23.8 million, respectively. Prepaid advertising, promotions and marketing expenses included in prepaid expenses in our consolidated balance sheets as of January 29, 2011 and January 30, 2010 were \$0.8 million and \$0.8 million, respectively.

Royalties related to our license of third party brands, which are generally based on the greater of a percentage of our actual net sales for the brand or a contractually determined minimum royalty amount, are recorded based upon the guaranteed minimum levels and adjusted based on net sales of the branded products, as appropriate. In some cases, we may be required to make certain up-front payments for the license rights, which are deferred and recognized as royalty expense over the term of the license agreement. Royalty expenses recognized as SG&A in fiscal 2010, fiscal 2009 and fiscal 2008 were \$3.4 million, \$2.7 million and \$5.1 million, respectively. Such amounts may be dependent upon sales of our products which we sell pursuant to the terms of a license agreement with another party.

***Cash and Cash Equivalents***

We consider cash equivalents to be short-term investments with original maturities of three months or less for purposes of our consolidated statements of cash flows.



OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)**

*Supplemental Disclosure of Non-cash Investing and Financing Activities*

During fiscal 2010, in connection with our acquisition of the Lilly Pulitzer brand and operations, we accrued the fair value of contingent consideration totaling \$10.5 million as a non-cash investing activity. The timing of payment of the contingent consideration is dependent upon the acquired Lilly Pulitzer business meeting certain earnings thresholds in the four years subsequent to acquisition. The amount to ultimately be paid is uncertain at this time, but the maximum amount payable is \$20 million in the aggregate.

During fiscal 2010, in connection with our sale of substantially all of the operations and assets of our former Oxford Apparel Group, we accrued \$5.4 million, which is payable to us upon completion of the related working capital calculation, less the working capital shortfall, if any. This amount represents a non-cash investing activity. We anticipate that this amount, as adjusted for the final working capital adjustment, if any, will be paid to us in the first quarter of fiscal 2011.

*Inventories, net*

For operating group reporting, inventory is carried at the lower of FIFO cost or market. We continually evaluate the composition of our inventories for identification of distressed inventory. In performing this evaluation we consider slow-turning products, prior-seasons' fashion products and current levels of replenishment program products as compared to future sales estimates. For wholesale inventory, we estimate the amount of goods that we will not be able to sell in the normal course of business and write down the value of these goods as necessary. For retail inventory, we provide an allowance for shrinkage and goods expected to be sold below cost. As the amount to be ultimately realized for the goods is not necessarily known at period end, we must utilize certain assumptions considering historical experience, the age of the inventory, inventory quantity, quality and mix, historical sales trends, future sales projections, consumer and retailer preferences, market trends and general economic conditions.

For consolidated financial reporting, as of January 29, 2011 and January 30, 2010, approximately \$74.1 million and \$47.2 million of our inventories are valued at the lower of LIFO cost or market after deducting our LIFO reserve, and approximately \$11.3 million and \$11.0 million of our inventories are valued at the lower of FIFO cost or market as of January 29, 2011 and January 30, 2010, respectively. As of January 29, 2011 and January 30, 2010, approximately 87% and 81%, respectively, of our inventories are accounted for using the LIFO method. Generally, inventories of our domestic operations are valued at the lower of LIFO cost or market, and our inventories of our international operations are valued at the lower of FIFO cost or market. LIFO inventory accounting adjustments are not allocated to the respective operating groups as our LIFO inventory pool does not correspond to our operating group definitions. LIFO reserves are based on the Producer Price Index as published by the United States Department of Labor. We write down inventories valued at the lower of LIFO cost or market when LIFO cost exceeds market value. We consider LIFO accounting adjustments to not only include changes in the LIFO reserve, but also changes in markdown reserves which are considered in LIFO accounting. The impact of accounting for inventories on the LIFO method is reflected in Corporate and Other for operating group reporting purposes included in Note 10.

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)**

The purchase method of accounting for business combinations requires that assets and liabilities, including inventories, are recorded at fair value at acquisition. In accordance with U.S. GAAP, the definition of fair value of inventories acquired generally will equal the expected sales price less certain costs associated with selling the inventory, which may exceed the actual cost of the acquired inventories. In accordance with U.S. GAAP, we recognized a write-up of inventories in connection with our acquisition of the Lilly Pulitzer brand and operations of approximately \$1.8 million above the cost of the acquired inventories to fair value, which we included in our allocation of purchase price. Based on the inventory turn of the acquired inventories, approximately \$0.8 million of the write-up was recognized as additional cost of goods sold in fiscal 2010, and we anticipate that the remaining \$1.0 million of the write-up, which is included in inventories in our consolidated balance sheet as of January 29, 2011, will be recognized as cost of goods sold in the first quarter of fiscal 2011.

***Property and Equipment, net***

Property and equipment, including leasehold improvements that are reimbursed by landlords as a tenant improvement allowance and any assets under capital leases is carried at cost less accumulated depreciation. Additions are capitalized while repair and maintenance costs are charged to the statement of operations as incurred. Depreciation is calculated using both straight-line and accelerated methods generally over the estimated useful lives of the assets as follows:

Buildings and improvements	7 – 40 years
Machinery and equipment	2 – 15 years
Leasehold improvements	Lesser of remaining life of the asset or lease term

Property and equipment is reviewed periodically for impairment if events or changes in circumstances indicate that the carrying amount may not be recoverable. If expected future undiscounted cash flows from operations are less than their carrying amounts, an asset is determined to be impaired and a loss is recorded for the amount by which the carrying value of the asset exceeds its fair value.

Depreciation expense for fiscal 2010, fiscal 2009 and fiscal 2008 included approximately \$0.4 million, \$2.3 million and \$1.5 million, respectively, of impairment charges for property and equipment. Substantially all of these charges were recorded in SG&A in our consolidated statements of operations.

***Goodwill, net***

Goodwill is recognized as the amount by which the cost to acquire a company or group of assets exceeds the fair value of assets acquired less any liabilities assumed at acquisition. Such goodwill is allocated to the respective reporting unit at the time of acquisition. Goodwill is not amortized but instead is evaluated for impairment annually or more frequently if events or circumstances indicate that the goodwill might be impaired. The evaluation of the recoverability of goodwill includes valuations of each applicable underlying business using fair value techniques and market comparables which may include a discounted cash flow analysis or an independent appraisal. Significant estimates, some of which require subjective judgment, included in such a valuation include future cash flow projections of the business, which are based on our future expectations for the business. Additionally, the discount

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)**

rate used in this analysis is an estimate of the risk-adjusted market-based cost of capital. The estimates and assumptions included in the valuation involve significant uncertainty, and if our plans or anticipated results change, the impact on our financial statements could be significant.

We test goodwill for impairment as of the first day of the fourth quarter of our fiscal year, which coincides with the timing of our annual budgeting process that is used in estimating future cash flows for the analysis. In addition to the annual impairment test, we use certain indicators to evaluate whether it is more likely than not that the carrying value of goodwill may not be recoverable, such as (i) negative operating cash flow or a forecast that demonstrates declines in the operating cash flow of a reporting unit or the inability of a reporting unit to improve its operations to appropriate levels, (ii) a significant adverse change in the business climate that could affect the value of an entity or (iii) whether the book value of our shareholders' equity exceeds our market capitalization. A sustained decrease in our market capitalization resulting from a decrease in our stock price, or a negative long-term performance outlook, could cause the carrying value of our reporting units to exceed their fair values, which may result in an impairment loss. If our analysis indicates an impairment of goodwill balances, the impairment is recognized in the consolidated financial statements.

During fiscal 2008 the price of our common stock declined significantly, particularly late in the third quarter and throughout the fourth quarter. At the time of our impairment test during the fourth quarter of fiscal 2008, the carrying value of our net assets exceeded the fair value of our net assets, measured as market capitalization of our outstanding common stock, plus a reasonable control premium, and the fair value of our outstanding debt. The analysis comparing our enterprise fair value to our book value along with consideration of the actual and projected results of our reporting units indicated that it was appropriate to write-off all goodwill in Tommy Bahama and Ben Sherman in fiscal 2008, resulting in a total goodwill impairment charge of approximately \$242.2 million. Additionally, in connection with this analysis, we also wrote off all goodwill related to Oxford Apparel, which is included in earnings from discontinued operations. No impairment of goodwill was identified during any other periods presented.

As of January 29, 2011, all the goodwill included in our consolidated balance sheet is deductible for tax purposes.

***Intangible Assets, net***

At acquisition, we estimate and record the fair value of purchased intangible assets, which primarily consist of trademarks and customer relationships. The fair values and useful lives of these intangible assets are estimated based on our assessment as well as independent third party appraisals in some cases. Such valuations may include a discounted cash flow analysis of anticipated revenues or cost savings resulting from the acquired intangible asset using an estimate of a risk-adjusted market-based cost of capital as the discount rate.

Amortization of intangible assets with finite lives, which primarily consist of customer relationships, is recognized over their estimated useful lives using a method of amortization that reflects the pattern in which the economic benefits of the intangible assets are consumed or otherwise realized. We amortize our intangible assets with finite lives for periods of up to 15 years in some cases. The determination of an appropriate useful life for amortization is based on our plans for the intangible

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)**

asset as well as factors outside of our control, including expected customer attrition. Intangible assets with finite lives are reviewed for impairment periodically if events or changes in circumstances indicate that the carrying amount may not be recoverable. If expected future undiscounted cash flows from operations are less than their carrying amounts, an asset is determined to be impaired and a loss is recorded for the amount by which the carrying value of the asset exceeds its fair value.

Intangible assets with indefinite lives, which primarily consist of trademarks, are not amortized but instead evaluated for impairment annually or more frequently if events or circumstances indicate that the intangible asset might be impaired. The evaluation of the recoverability of trademarks with indefinite lives includes valuations based on a discounted cash flow analysis utilizing the relief from royalty method, among other considerations. This approach to determining fair value is dependent upon a number of uncertain factors, including estimates of future net sales, growth rates, royalty rates for the trademarks and discount rates. Such estimates and assumptions involve significant uncertainty, and if our plans or anticipated results change, the impact on our financial statements could be significant. If this analysis indicates an impairment of a trademark with an indefinite useful life, the amount of the impairment is recognized in our consolidated financial statements based on the amount that the carrying value exceeds the estimated fair value of the asset. We test intangible assets with indefinite lives for impairment as of the first day of the fourth quarter of our fiscal year, which coincides with the timing of our annual budgeting process that is used in estimating future cash flows for the analysis.

Impairment of intangible assets with finite and indefinite lives, which is included in impairment of goodwill and intangible assets in our consolidated statements of operations and consolidated statements of cash flows, totaled approximately \$65.4 million during fiscal 2008. These charges were impacted by the difficult economic conditions on the operations of our operating groups as well as the required use of higher discount rates, among other factors. These impairment charges primarily related to the Tommy Bahama, Ben Sherman and Arnold Brant trademarks. Certain trademarks in Oxford Apparel were also impaired during fiscal 2008, which are included in earnings from discontinued operations. No impairment of intangible assets with indefinite lives was identified during any other periods presented.

Any costs associated with extending or renewing recognized intangible assets, which primarily consist of trademarks and customer relationships, are generally expensed as incurred.

***Prepaid Expenses and Other Non-Current Assets, net***

Amounts included in prepaid expenses primarily consist of prepaid operating expenses, including rent, taxes, insurance, royalties and advertising. Other non-current assets primarily consist of investments related to our deferred compensation plan, deferred financing costs and certain investments in officers' life insurance policies.

**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 1. Summary of Significant Accounting Policies (Continued)**

Deferred financing costs, which are included in other non-current assets, net, are amortized on a straight-line basis, which approximates the effective interest method over the life of the related debt. Amortization expense for deferred financing costs, which is included in interest expense in the consolidated statements of operations was \$1.3 million, \$3.0 million and \$2.7 million during fiscal 2010, fiscal 2009 and fiscal 2008, respectively. Included in the amortization expense above were \$1.8 million associated with the satisfaction and discharge of our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes recognized in fiscal 2009 and \$0.9 million associated with an amendment to certain of our financing arrangements in fiscal 2008. Unamortized deferred financing costs totaled approximately \$4.9 million and \$6.2 million at January 29, 2011 and January 30, 2010, respectively.

Officers' life insurance policies that are owned by us, which are included in other non-current assets, net, are recorded at their cash surrender value, less any outstanding loans associated with the life insurance policies that are payable to the life insurance company with which the policy is outstanding. As of January 29, 2011 and January 30, 2010, the officers' life insurance policies, net recorded in our consolidated balance sheets totaled approximately \$5.1 million and \$0.9 million, respectively. The increase in the balance primarily relates to the \$4.1 million payment of the loans associated with the life insurance policies during fiscal 2010.

***Deferred Compensation***

We have a non-qualified deferred compensation plan offered to a select group of highly compensated employees. The plan provides participants with the opportunity to defer a portion of their cash compensation in a given plan year, of which a percentage may be matched by us in accordance with the terms of the plan. We make contributions to rabbi trusts or other investments to provide a source of funds for satisfying these deferred compensation liabilities. Investments held for our deferred compensation plan consist of insurance contracts and are recorded based on valuations provided by insurance carriers, which may incorporate unobservable factors. A change in the value of the underlying assets would substantially be offset by a change in the liability to the employee resulting in an immaterial net impact on our consolidated financial statements. These securities approximate the participant-directed investment selections underlying the deferred compensation liabilities.

The total value of the deferred compensation investments, which are included in other non-current assets, net, as of January 29, 2011 and January 30, 2010 was \$9.9 million and \$9.0 million, respectively, substantially all of which are held in a rabbi trust. The liabilities associated with the non-qualified deferred compensation plan are included in other non-current liabilities in our consolidated balance sheets and totaled approximately \$9.8 million and \$9.1 million at January 29, 2011 and January 30, 2010, respectively.

***Trade Accounts Payable, Accrued Compensation and Other Accrued Expenses***

Liabilities for trade accounts payable, accrued compensation and other accrued expenses are carried at cost, which is the fair value of the consideration expected to be paid in the future for goods and services received, whether or not billed to us. Accruals for employee insurance and workers' compensation, which are included in accounts payable and other accrued expenses in our consolidated balance sheets, include estimated settlements for known claims, as well as accruals for estimates of incurred but not reported claims based on our claims experience and statistical trends.

**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 1. Summary of Significant Accounting Policies (Continued)**

We are subject to certain claims and assessments related to legal, environmental or tax items in the ordinary course of business. For those matters where it is probable that we have incurred a loss and the loss, or range of loss, can be reasonably estimated, we have recorded reserves in the consolidated financial statements. In other instances, because of the uncertainties related to both the probable outcome and amount or range of loss, we are unable to make a reasonable estimate of a liability, if any, and therefore have not recorded a reserve. As additional information becomes available, we adjust our assessment and estimates of such liabilities accordingly.

***Other Non-current Liabilities***

Amounts included in other non-current liabilities primarily consist of deferred rent related to our lease agreements, as discussed below and deferred compensation and income tax uncertainties, as discussed in Note 9 and Note 8, respectively.

***Leases***

In the ordinary course of business we enter into lease agreements for retail, office and warehouse/distribution space, as well as leases for certain property and equipment. The leases have varying terms and expirations and frequently have provisions to extend, renew or terminate the lease agreement, among other terms and conditions, as negotiated. We assess the lease at inception and determine whether the lease qualifies as a capital or operating lease. Assets leased under capital leases and the related liabilities are included in our consolidated balance sheets in property and equipment and long-term debt, respectively. Assets leased under operating leases are not recognized as assets and liabilities in our consolidated balance sheets.

When a non-cancelable operating lease includes any fixed escalation clauses, lease incentives for rent holidays and/or landlord build-out-related allowances, rent expense is recognized on a straight-line basis over the initial term of the lease from the date that we take possession of the space. The amount by which rents currently payable under the lease differs from the average amount is recorded in other non-current liabilities in our consolidated balance sheets. Deferred rent as of January 29, 2011 and January 30, 2010 was approximately \$28.8 million and \$30.3 million, respectively. Contingent rents, including those based on a percentage of retail sales over stated levels, and rental payment increases based on a contingent future event are recognized as the expense is incurred.

If we vacate leased space and determine that we do not plan to use the space in the future, we recognize a loss for any future rent payments, less any anticipated future sublease income and adjusted for any deferred rent amounts included in our consolidated balance sheet on that date. Additionally, for any lease that we terminate and agree to a lease termination payment, we recognize a loss for the lease termination payment at the time of the agreement. During fiscal 2010 and fiscal 2008, we recognized \$2.8 million and \$1.5 million of charges related to lease termination losses and vacated leased office space that we do not intend to utilize in the future. No material charges related to lease terminations or vacated leased office space were incurred in fiscal 2009.

***Dividends***

Dividends are accrued at the time that the dividend is declared by our Board of Directors.

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)***Other Comprehensive Income (Loss)*

Other comprehensive income (loss) includes all changes in equity from non-owner sources, such as foreign currency translation adjustments and the net unrealized gain (loss) associated with forward foreign currency exchange contracts which qualify for hedge accounting. The following summary sets forth the components of accumulated other comprehensive income (loss), net of tax (in thousands) which are included in shareholders' equity in our consolidated balance sheets.

	Foreign Currency Translation Gain (Loss)	Net Unrealized Gain (Loss) on Forward Foreign Currency Exchange Contracts	Total Accumulated Other Comprehensive Income (Loss)
Balance, February 2, 2008	\$ 13,063	\$ —	\$ 13,063
Fiscal 2008 activity, net of income taxes	(40,668)	—	(40,668)
Balance, January 31, 2009	(27,605)	—	(27,605)
Fiscal 2009 activity, net of income taxes	4,365	—	4,365
Balance, January 30, 2010	(23,240)	—	(23,240)
Fiscal 2010 activity, net of income taxes	(536)	(43)	(579)
Balance, January 29, 2011	<u>\$ (23,776)</u>	<u>\$ (43)</u>	<u>\$ (23,819)</u>

*Foreign Currency Translation*

Assets and liabilities denominated in amounts other than the functional currency are remeasured into the functional currency at the rate of exchange in effect on the balance sheet date, and income and expenses are remeasured at the average rates of exchange prevailing during the relevant period. The impact of any such remeasurement is recognized in our consolidated statements of operations in the respective period. Net gains (losses) related to foreign currency transactions were not material for fiscal 2010, fiscal 2009 and fiscal 2008. The financial statements of our subsidiaries for which the functional currency is a currency other than the United States dollar are translated into United States dollars at the rate of exchange in effect on the balance sheet date for the balance sheet and at the average rates of exchange prevailing during the period for the statements of operations. The impact of such translation is recognized in accumulated other comprehensive income (loss) in our consolidated balance sheets and included in other comprehensive income (loss) in our consolidated statements of shareholders' equity.

*Forward Foreign Currency Exchange Contracts*

We are exposed to foreign currency exchange risk when we purchase or sell goods in foreign currencies. Such exposures primarily result from our U.K. business purchasing goods in U.S. dollars, Euro or other currencies, our U.K. business selling goods in U.S. dollars, Euro and other currencies and certain intercompany transactions between our U.S. operations and U.K. operations. We may enter into short-term forward foreign currency exchange contracts in the ordinary course of business to mitigate a portion of the risk associated with foreign currency exchange rate fluctuations related to purchases of inventory or selling goods in currencies other than their functional currencies by certain of our foreign subsidiaries. The fair value and book value of the forward foreign exchange contracts,

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)**

which is included in prepaid expenses or accounts payable and accrued expenses in our consolidated balance sheets, is based on dealer quotes of market forward rates and reflects the amount that we would receive or pay at the short-term maturity dates for contracts involving the same currencies and maturity dates. Such contracts have not been entered into for speculative purposes. All forward foreign currency exchange contracts that had not been settled as of January 29, 2011 have contractual settlement dates during fiscal 2011.

For any forward foreign currency exchange contracts that are not designated as cash flow hedges for accounting purposes, the unrealized gains (losses) on outstanding forward foreign currency exchange contracts are included in earnings (losses) from continuing operations as a component of SG&A in our consolidated statements of operations. The notional amount of forward foreign currency exchange contracts which had not been settled that are not designated as cash flow hedges for accounting purposes totaled approximately \$0.0 million and \$7.0 million as of January 29, 2011 and January 30, 2010, respectively.

For any forward foreign currency exchange contracts that qualify as cash flow hedges for accounting purposes and have not been settled as of period-end, the unrealized gains (losses) on outstanding forward foreign currency exchange contracts are recognized, to the extent the hedge relationship has been effective, as a component of accumulated other comprehensive income (loss) in our consolidated balance sheets. Any ineffectiveness of these instruments is immediately recognized in our consolidated statements of operations as a component of SG&A similar to the policy for such contracts not designated as hedges for accounting purposes. No significant ineffectiveness was recorded on designated hedges during fiscal 2010, fiscal 2009 and fiscal 2008. The notional amount of forward foreign currency exchange contracts which had not been settled that qualify as hedges for accounting purposes totaled approximately \$16.5 million and \$0.0 million as of January 29, 2011 and January 30, 2010, respectively. We measure effectiveness of our forward foreign currency exchange contracts that qualify as cash flow hedges, both at inception and on an ongoing basis.

***Fair Value Measurements***

Fair value, in accordance with U.S. GAAP, is defined as the exchange price that would be received for an asset or paid to transfer a liability (an exit price) in the principal or most advantageous market for the asset or liability in an orderly transaction between market participants at the measurement date. As such fair value is a market-based measurement that should be determined based on assumptions that market participants would use in pricing an asset or liability. Valuation techniques include the market approach (comparable market prices), the income approach (present value of future income or cash flow), and the cost approach (cost to replace the service capacity of an asset or replacement cost). These valuation techniques may be based upon observable and unobservable inputs. The three levels of inputs used to measure fair value pursuant to the guidance are as follows:

- Level 1—Quoted prices in active markets for identical assets or liabilities.
- Level 2—Observable inputs other than quoted prices included in Level 1, such as quoted prices for similar assets and liabilities in active markets; quoted prices for identical or similar assets and liabilities in markets that are not active; or other inputs that are observable or can be corroborated by observable market data.



OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)**

- Level 3—Unobservable inputs that are supported by little or no market activity and that are significant to the fair value of the assets or liabilities, which includes certain pricing models, discounted cash flow methodologies and similar techniques that use significant unobservable inputs.

Our financial instruments consist primarily of our cash and cash equivalents, accounts receivable, accounts payable, forward foreign currency exchange contracts, contingent purchase price consideration and long-term debt. Given their short-term nature, the carrying amounts of cash and cash equivalents, receivables and accounts payable approximate their fair values. Additionally, the carrying amounts of our variable-rate borrowings approximate fair value.

We have determined that forward foreign currency exchange contracts in U.S. dollars and Euro with a notional amount of \$16.5 million and \$7.0 million as of January 29, 2011 and January 30, 2010, respectively, are financial assets or financial liabilities measured at fair value on a recurring basis included in our consolidated balance sheets. The fair value of these contracts was less than \$0.1 million as of each of January 29, 2011 and January 30, 2010. Such amounts which were included in prepaid expenses and accumulated comprehensive income in our consolidated financial statements was based on dealer quotes of market forward rates and reflects the amount that we would receive or pay at the short-term maturity dates for contracts involving the same currencies and maturity dates. Based on these circumstances, we believe that these forward foreign currency exchange contracts are most appropriately included within level 2 of the fair value hierarchy.

We have determined that the \$10.7 million of contingent purchase price consideration related to our acquisition of the Lilly Pulitzer brand and operations is a financial liability measured at fair value on a recurring basis included in our consolidated financial statements as of January 29, 2011. The fair value and book value of the contingent purchase price consideration are included in other non-current liabilities in our consolidated balance sheets and are based on our assumptions related to the probability of the aggregate \$20 million of potential contingent purchase price consideration being paid, discounted to present value. Based on these circumstances, we believe that this liability is most appropriately classified within level 3 of the fair value hierarchy.

Recent trades of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes have indicated that the fair value of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes is approximately \$168 million as of January 29, 2011; however, based on the limited trading activity of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes, this amount may not necessarily be indicative of fair value. The net book value of our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes as of January 29, 2011 is approximately \$147.1 million. The significant terms of our debt arrangements are disclosed in Note 5.

Additionally, we have determined that our property and equipment, intangible assets and goodwill are non-financial assets measured at fair value on a non-recurring basis. We have determined that our approaches for determining fair values for each of these assets generally are based on Level 3 inputs.

***Concentration of Credit Risk and Significant Customers***

Our financial instruments that are exposed to concentrations of credit risk consist primarily of accounts receivable, for which the total exposure is limited to the amount recognized in our consolidated balance sheets. We sell our merchandise to customers operating in a number of retail distribution channels in the United States, as well as in some retail distribution channels in other

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)**

countries. We extend and continuously monitor credit risk based on an evaluation of the customer's financial condition and credit history and generally require no collateral. Credit risk is impacted by conditions or occurrences within the economy and the retail industry and is principally dependent on each customer's financial condition. Additionally, a decision by the controlling owner of a group of stores or any significant customer to decrease the amount of merchandise purchased from us or to cease carrying our products could have an adverse effect on our results of operations in future periods. Nordstrom represented 14% of our consolidated accounts receivable, net as of January 29, 2011. During fiscal 2008, Macy's represented 11% of our consolidated net sales, while no individual customer represented greater than 10% of our consolidated net sales in fiscal 2010 or fiscal 2009.

The table below presents the percentages of net sales by any customer that represents 10% or more of the operating group's (and our consolidated total) net sales, including wholesale, retail, restaurant and e-commerce sales, during the periods presented.

	Fiscal 2010	Fiscal 2009	Fiscal 2008
Tommy Bahama	10%	10%, 10%	13%, 10%
Ben Sherman	11%	15%	13%
Lanier Clothes	22%, 14%, 11%, 10%, 10%	28%, 16%, 13%, 11%	30%, 18%, 12%

**Income Taxes**

We recognize deferred tax assets and liabilities based on the difference between the financial and the tax bases of the assets and liabilities using enacted tax rates expected to apply to taxable income in the period in which such amounts are expected to be realized or settled. Our policy is to recognize net deferred tax assets, whose realization is dependent upon taxable net earnings (loss) in future years, when a greater than 50% probability exists that the tax benefits will actually be realized some time in the future. This is accomplished by recording a valuation allowance against deferred tax assets in the amount for which we believe there is not more than a 50% probability that a benefit will be realized.

There are certain exceptions to the requirement that deferred tax liabilities be recognized for the difference in the financial and tax bases of assets in the case of foreign subsidiaries. The excess of financial over tax basis of an investment in a foreign subsidiary in excess of undistributed earnings is not recognized if the investment is considered to be essentially permanent in duration. We consider our investments in certain of our foreign subsidiaries to be permanently reinvested. For each of these entities, the tax basis equals or exceeds the financial basis as of January 29, 2011.

Deferred tax liabilities are also not required to be recognized for undistributed earnings of foreign subsidiaries when those earnings are considered to be permanently reinvested outside the United States. The company does not consider the earnings of its foreign subsidiaries to be permanently reinvested outside the U.S., and therefore records the deferred tax liability on such earnings in the year they are included in the financial statements.

We utilize a two-step approach for evaluating tax positions. Under the two-step method, recognition occurs when we conclude that a tax position, based solely on technical merits, is more-likely-than-not (greater than 50%) to be sustained upon examination. Measurement is only addressed if step one has been satisfied. The tax benefit recorded is measured as the largest amount of

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)**

benefit, determined on a cumulative probability basis, that is more-likely-than-not to be realized upon ultimate settlement. Those tax positions failing to qualify for initial recognition are recognized in the first subsequent interim period they meet the more-likely-than-not standard, or are resolved through negotiation or litigation with the taxing authority or upon expiration of the statute of limitations. Derecognition of a tax position that was previously recognized occurs when we subsequently determine that a tax position no longer meets the more-likely-than-not threshold of being sustained.

We file income tax returns in the United States and various state, local and foreign jurisdictions. Our federal, state, local and foreign income tax returns filed for the years ended on or before June 2, 2006, with limited exceptions, are no longer subject to examination by tax authorities.

Interest and penalties associated with unrecognized tax positions are recorded within income tax expense in our consolidated statements of operations.

We generally receive a United States income tax benefit upon the exercise of our employee stock options and the vesting of stock granted to employees. The benefit is equal to the difference between the fair market value of the stock at the time of the exercise and the option price, if any, times the approximate tax rate. We have recorded the benefit associated with the exercise of employee stock options and the vesting of stock granted to employees as a reduction to income taxes payable. To the extent compensation expense has been recorded, income tax expense is reduced. Any additional benefit is recorded directly to shareholders' equity in our consolidated balance sheets. If a tax benefit is realized on compensation of an amount less than recorded for financial statement purposes, the decrease in benefit is also recorded directly to shareholders' equity.

***Stock-Based Compensation***

We have certain stock-based employee compensation plans as described in Note 7, which provide for the ability to grant restricted stock, stock options and other stock-based awards to our employees and non-employee directors. We recognize share-based payments to employees and non-employee directors in our consolidated statements of operations based on their fair values on the grant date.

Using the fair value method, compensation expense, with a corresponding entry to additional paid-in capital, is recognized related to the issuance of restricted stock awards. The awards which are unvested as of January 29, 2010 are dependent upon the employee remaining employed by us for a specified time subsequent to the grant date; however, some prior grants were also dependent upon us meeting certain performance measures in one year and the employee remaining employed by us for a specified time subsequent to the performance period, if applicable. The amount of compensation expense recognized over the performance, if any, and vesting period is calculated based upon the market value of the shares on the grant date. The compensation expense, less an estimated forfeiture rate, if material, is recognized on a straight-line basis over the performance period, if any, and required service period. The estimated forfeiture rate is assessed and adjusted periodically as appropriate.

***Earnings (Loss) Per Share***

Basic net earnings (loss) per share is calculated as net earnings divided by the weighted average number of common shares outstanding during the period, including any unvested shares with

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 1. Summary of Significant Accounting Policies (Continued)**

nonforfeitable rights to dividends. Shares repurchased are removed from the weighted average number of common shares outstanding upon repurchase and delivery.

Diluted net earnings (loss) per share is calculated similarly to basic net earnings (loss) per share, except that it also includes the potential dilution using the treasury stock method that could occur if dilutive securities, including stock options, were exercised. The treasury stock method assumes that shares are issued for stock options that are "in the money," and that we use the proceeds of such stock option exercises to repurchase shares at the average market value of our shares for the respective period. For purposes of the treasury stock method, proceeds consist of cash to be paid, future compensation expense to be recognized and the amount of tax benefits, if any, which will be credited to additional paid-in capital assuming exercise of the stock options. During fiscal 2010, fiscal 2009 and fiscal 2008, approximately 0.1 million, 0.1 million and 0.2 million, respectively, of stock options were excluded from our computation of diluted earnings (loss) per share as the options were anti-dilutive. Thus, as very few of our outstanding stock options were dilutive during fiscal 2010, fiscal 2009 and fiscal 2008 outstanding stock options did not have a significant impact on weighted average shares outstanding during any period presented.

***Discontinued Operations***

As discussed in Note 15, on January 3, 2011, we disposed of substantially all of the operations and assets of our former Oxford Apparel operating group. The results of operations classified as discontinued operations in our consolidated balance sheets, consolidated statements of operations and consolidated statements of cash flows for all periods presented include the operations of our former Oxford Apparel operating group, as reported historically, except that (1) the operations of our Oxford Golf business and the operations of our Lyons, Georgia distribution center are reported within Corporate and Other as those operations were not sold and (2) certain corporate service costs which were previously allocated to Oxford Apparel are reported as corporate service costs included in Corporate and Other as there is uncertainty in whether there will be a reduction in those costs as a result of the Oxford Apparel sale.

With respect to interest expense, we allocated all interest expense related to our U.S. Revolving Credit Agreement to earnings from discontinued operations as the net proceeds from the transaction and the proceeds from the settlement of the retained assets and liabilities related to the discontinued operations, substantially all of which are expected to be converted into cash during the first half of fiscal 2011, exceeded the amounts outstanding under our U.S. Revolving Credit Agreement during each of the periods presented. We did not allocate any interest related to our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes to discontinued operations. The income taxes for discontinued operations reflect the residual income tax expense after calculating the income taxes for continuing operations, excluding the discontinued operations.

***Seasonality***

Although our various product lines are sold on a year-round basis, the demand for specific products or styles may be seasonal. For example, the demand for Tommy Bahama and Lilly Pulitzer products in our principal markets is generally higher in the spring season and lower in the fall season. Typically, our wholesale products are sold prior to each of the retail selling seasons, including spring,

**OXFORD INDUSTRIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****January 29, 2011****Note 1. Summary of Significant Accounting Policies (Continued)**

summer, fall and holiday. As the timing of product shipments and other events affecting the retail business may vary, we do not believe that results for any particular quarter are necessarily indicative of results for the full fiscal year. In addition, we do not believe that the fiscal 2010 distribution of net sales and operating income is necessarily indicative of the expected distribution in future years as the information below does not reflect a full year's operations of Lilly Pulitzer and individual quarters may be impacted by certain unusual or non-recurring items, economic conditions or other factors. The following table presents the percentage of net sales and operating income by quarter (unaudited) for fiscal 2010:

	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>
Net sales	27%	24%	23%	26%
Operating income	37%	27%	16%	20%

***Use of Estimates***

The preparation of our consolidated financial statements in conformity with U.S. GAAP requires us to make certain estimates and assumptions that affect the amounts reported as assets, liabilities, revenues and expenses in the consolidated financial statements and accompanying notes. Actual results could differ from those estimates.

**Note 2. Inventories**

The components of inventories are summarized as follows (in thousands):

	<u>January 29, 2011</u>	<u>January 30, 2010</u>
Finished goods	\$ 122,159	\$ 89,980
Work in process	5,744	6,971
Fabric, trim and supplies	3,389	5,667
LIFO reserve	(45,954)	(44,438)
Total inventory	<u>\$ 85,338</u>	<u>\$ 58,180</u>

There were no LIFO inventory liquidations in fiscal 2010. During fiscal 2009 and fiscal 2008, inventories valued on the LIFO basis declined, which resulted in a liquidation of LIFO inventory carried at the lower costs prevailing in prior years. The impact of the liquidation in fiscal 2009 and fiscal 2008 was to decrease cost of goods sold as compared to the cost of current year purchases by approximately \$3.5 million and \$1.2 million, respectively.

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 3. Property and Equipment, Net**

Property and equipment, carried at cost, is summarized as follows (in thousands):

	January 29, 2011	January 30, 2010
Land	\$ 1,870	\$ 700
Buildings	34,325	23,303
Machinery and equipment	79,632	80,680
Leasehold improvements	107,567	98,412
Subtotal	223,394	203,095
Less accumulated depreciation and amortization	(139,499)	(124,670)
Total property and equipment, net	<u>\$ 83,895</u>	<u>\$ 78,425</u>

**Note 4. Intangible Assets and Goodwill**

Intangible assets by category are summarized below (in thousands):

	January 29, 2011	January 30, 2010
Intangible assets with finite lives, which primarily consist of customer relationships:		
Gross carrying amount	\$ 45,877	\$ 43,049
Accumulated amortization	(39,856)	(39,028)
Total intangible assets with finite lives, net	6,021	4,021
Intangible assets with indefinite lives:		
Trademarks	160,659	133,441
Total intangible assets, net	<u>\$ 166,680</u>	<u>\$ 137,462</u>

Based on the current estimated useful lives assigned to our intangible assets, amortization expense for fiscal 2011, fiscal 2012, fiscal 2013, fiscal 2014 and fiscal 2015 is expected to be \$1.2 million, \$1.0 million, \$0.8 million, \$0.6 million and \$0.5 million, respectively.

During fiscal 2008, we recognized intangible asset impairment charges of approximately \$65.4 million. The method and assumptions used in determining the impairment charges are discussed further in Note 1. Approximately \$17.1 million, \$46.1 million and \$2.2 million of the charges relate to Tommy Bahama, Ben Sherman and Lanier Clothes, respectively. No other periods presented included any intangible asset impairment charges.

Goodwill as of February 2, 2008 primarily related to the acquisition of Tommy Bahama in June 2003, Ben Sherman in July 2004 and the third party buying agent utilized by Tommy Bahama on February 1, 2008, and were allocated to the Tommy Bahama, Ben Sherman and Tommy Bahama operating groups, respectively. As a result of our goodwill impairment tests in fiscal 2008, we determined that the goodwill associated with the Tommy Bahama and Ben Sherman businesses was impaired, and we wrote off all related goodwill amounts. No other periods presented included any

**OXFORD INDUSTRIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****January 29, 2011****Note 4. Intangible Assets and Goodwill (Continued)**

goodwill impairment charges. The changes in the carrying amount of goodwill by operating group and in total, for fiscal 2010, fiscal 2009 and fiscal 2008 are as follows (in thousands):

	<u>Tommy Bahama</u>	<u>Ben Sherman</u>	<u>Lilly Pulitzer</u>	<u>Total</u>
Balance, February 2, 2008	\$ 204,423	\$ 51,651	\$ —	\$ 256,074
Impairment of goodwill	(204,423)	(37,731)	—	(242,154)
Impact of foreign currency exchange rate change prior to impairment of goodwill	—	(13,920)	—	(13,920)
Balance, January 31, 2009	—	—	—	—
Activity	—	—	—	—
Balance, January 30, 2010	—	—	—	—
Acquisition	—	—	16,866	16,866
Balance, January 29, 2011	<u>\$ —</u>	<u>\$ —</u>	<u>\$ 16,866</u>	<u>\$ 16,866</u>

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 5. Debt**

The following table details our debt (in thousands) as of the dates specified:

	January 29, 2011	January 30, 2010
\$175 million U.S. Secured Revolving Credit Facility ("U.S. Revolving Credit Agreement"), which is limited to a borrowing base consisting of specified percentages of eligible categories of assets, accrues interest, unused line fees and letter of credit fees based upon a pricing grid which is tied to average unused availability, requires interest payments monthly with principal due at maturity (August 2013) and is secured by a first priority security interest in the accounts receivable (other than royalty payments in respect of trademark licenses), inventory, investment property (including the equity interests of certain subsidiaries), general intangibles (other than trademarks, trade names and related rights), deposit accounts, intercompany obligations, equipment, goods, documents, contracts, books and records and other personal property of Oxford Industries, Inc. and substantially all of its domestic subsidiaries and a second priority interest in those assets in which the holders of the 11 <sup>3</sup> / <sub>8</sub> % Senior Secured Notes have a first priority interest	\$ —	\$ —
£7 million Senior Secured Revolving Credit Facility ("U.K. Revolving Credit Agreement"), which accrues interest at the bank's base rate plus as much as 3.5%, requires interest payments monthly with principal payable on demand and is collateralized by substantially all of the United Kingdom assets of Ben Sherman	—	—
11.375% Senior Secured Notes ("11 <sup>3</sup> / <sub>8</sub> % Senior Secured Notes"), which accrue interest at an annual rate of 11.375% (effective interest rate of 12%) and require interest payments semi-annually in January and July of each year, require payment of principal at maturity (July 2015), are subject to certain prepayment penalties, are secured by a first priority interest in all U.S. registered trademarks and certain related rights and certain future acquired real property owned in fee simple of Oxford Industries, Inc. and substantially all of its consolidated domestic subsidiaries and a second priority interest in those assets in which the lenders under the U.S. Revolving Credit Agreement have a first priority interest(1)	150,000	150,000
Unamortized discount(1)	(2,935)	(3,592)
<b>Total debt</b>	<b>147,065</b>	<b>146,408</b>
Short-term debt and current maturities of long-term debt	—	—
<b>Long-term debt, less current maturities</b>	<b>\$ 147,065</b>	<b>\$ 146,408</b>

(1) In June 2009, we issued the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes at 97.353% of the \$150 million principal amount, resulting in gross proceeds of \$146.0 million.



OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 5. Debt (Continued)**

Our credit facilities are used to finance trade letters of credit, as well to provide funding for other operating activities, capital expenditures and acquisitions. As of January 29, 2011, approximately \$29.9 million of trade letters of credit and other limitations on availability were outstanding against the U.S. Revolving Credit Agreement and the U.K. Revolving Credit Agreement. On January 29, 2011, we had approximately \$145.0 million and \$7.5 million in unused availability under the U.S. Revolving Credit Agreement and the U.K. Revolving Credit Agreement, respectively, subject to the respective limitations on borrowings set forth in the U.S. Revolving Credit Agreement, U.K. Revolving Credit Agreement and the indenture for the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes.

***Covenants, Other Restrictions and Prepayment Penalties***

Our credit facilities and 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes are subject to a number of affirmative covenants regarding the delivery of financial information, compliance with law, maintenance of property, insurance and conduct of business. Also, our credit facilities and 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes are subject to certain negative covenants or other restrictions including, among other things, limitations on our ability to (i) incur debt, (ii) guaranty certain obligations, (iii) incur liens, (iv) pay dividends to shareholders, (v) repurchase shares of our common stock, (vi) make investments, (vii) sell assets or stock of subsidiaries, (viii) acquire assets or businesses, (ix) merge or consolidate with other companies, or (x) prepay, retire, repurchase or redeem debt.

Our U.S. Revolving Credit Agreement contains a financial covenant that applies only if unused availability under the U.S. Revolving Credit Agreement is less than the greater of (i) \$26.25 million or (ii) 15% of the total revolving commitments for three consecutive business days. In such case, our fixed charge coverage ratio, as defined in the U.S. Revolving Credit Agreement, must not be less than 1.0 to 1.0 for the immediately preceding 12 fiscal months for which financial statements have been delivered. This financial covenant continues to apply until we have maintained unused availability under the U.S. Revolving Credit Agreement of more than the greater of (i) \$26.25 million or (ii) 15% of the total revolving commitments for thirty consecutive days.

Additionally, pursuant to the indenture governing our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes, our ability to incur certain indebtedness or to make certain restricted payments, as defined in the indenture, is subject to our meeting certain conditions, including in each case the condition that our fixed charge coverage ratio, as defined in the indenture, not be less than 2.0 to 1.0 for the preceding four fiscal quarters on a pro forma basis after giving effect to the proposed indebtedness or restricted payment and, in the case of a restricted payment, the condition that the aggregate total of all restricted payments not exceed a certain allowable amount calculated pursuant to a formula set forth in the indenture. Restricted payments under the indenture include, without limitation, cash dividends to shareholders, repurchases of our capital stock, and certain investments.

We believe that the affirmative covenants, negative covenants, financial covenants and other restrictions are customary for those included in similar facilities and notes entered into at the time we entered into these agreements. As of January 29, 2011, no financial covenant testing was required pursuant to our U.S. Revolving Credit Agreement as the minimum availability threshold was met. As of January 29, 2011, we were compliant with all covenants related to our credit facilities and 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes.

**OXFORD INDUSTRIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****January 29, 2011****Note 5. Debt (Continued)**

At any time prior to July 15, 2012, we may redeem all or a portion of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes, on not less than 30 nor more than 60 days' prior notice, in amounts of \$2,000 or an integral multiple of \$1,000 in excess thereof, at a price equal to the greater of (i) 100% of the aggregate principal amount of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes to be redeemed, together with accrued and unpaid interest, if any, to the date of redemption or (ii) as determined by an independent investment banker (as prescribed under the indenture), the sum of the present values of 105.688% of the principal amount of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes being redeemed plus scheduled payments of interest (not including any portion of such payments of interest accrued as of the date of redemption) from the date of redemption to July 15, 2012 discounted to the redemption date on a semiannual basis (assuming a 360-day year consisting of twelve 30-day months) at the Adjusted Treasury Rate (as defined in the indenture) plus 50 basis points, together with accrued and unpaid interest, if any, to the date of redemption.

On or after July 15, 2012, we may redeem all or a portion of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes, on not less than 30 nor more than 60 days' prior notice, in amounts of \$2,000 or an integral multiple of \$1,000 in excess thereof at the following redemption prices (expressed as percentages of the principal amount), together with accrued and unpaid interest, if any, to the redemption date, if redeemed during the 12-month period beginning July 15 of the years indicated below:

2012	105.688%
2013	102.844%
2014 and thereafter	100.000%

***8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes***

In fiscal 2008, we repurchased in open market transactions approximately \$33.2 million aggregate principal amount of an original \$200.0 million aggregate principal amount 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes for approximately \$25.0 million. The repurchase of the 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes and related write-off of approximately \$0.4 million of deferred financing costs and unamortized debt discount associated with the 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes resulted in a gain of approximately \$7.8 million. The remaining \$166.8 million of 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes were satisfied and discharged in fiscal 2009 in connection with our issuance of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes. Therefore, none of the 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes were outstanding as of January 29, 2011 and January 30, 2010.

**Note 6. Commitments and Contingencies**

We have operating lease agreements for buildings, retail space, sales offices and equipment with varying terms. The aggregate minimum base rental commitments for all non-cancelable operating real property leases with original terms in excess of one year are \$38.7 million, \$37.4 million, \$34.5 million, \$31.0 million, \$26.1 million and \$64.9 million for fiscal 2011, fiscal 2012, fiscal 2013, fiscal 2014, fiscal 2015 and thereafter, respectively. Total rent expense under all leases was \$43.3 million, \$42.0 million and \$42.0 million in fiscal 2010, fiscal 2009 and fiscal 2008, respectively. Most leases provide for payments of real estate taxes, insurance and other operating expenses applicable to the property and many retail leases provide for contingent rent based on retail sales, which are included in total rent

**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 6. Commitments and Contingencies (Continued)**

expense. However, these payments for real estate taxes, insurance, other operating expenses and contingent rent are not included in the aggregate minimum rental commitments above, as the amounts payable in future periods are generally not specified in the lease agreement and are dependent on future events. The total amount of such charges were \$11.3 million, \$10.3 million and \$9.9 million, in fiscal 2010, fiscal 2009 and fiscal 2008, respectively, which includes \$0.9 million, \$0.6 million and \$0.7 million, of percentage rent during fiscal 2010, fiscal 2009 and fiscal 2008, respectively.

We are also currently obligated under certain apparel license and design agreements to make future minimum royalty and advertising payments of \$3.3 million, \$1.7 million, \$1.3 million and \$1.0 million for fiscal 2011, fiscal 2012, fiscal 2013 and fiscal 2014, respectively, and none thereafter. These amounts do not include amounts, if any, that exceed the minimums required pursuant to the agreements.

In connection with our acquisition of the Lilly Pulitzer brand and operations on December 21, 2010, as discussed in note 14, we entered into a contingent consideration agreement pursuant to which we will be obligated to pay cash payments of up to \$2.5 million subsequent to each of the four years following the closing of the acquisition and an additional \$10 million subsequent to the end of the fourth year, each contingent upon Lilly Pulitzer's achievement of certain financial targets. The fair value of this liability, totaling \$10.7 million as of January 29, 2010, is included in contingent acquisition payable in our consolidated balance sheet.

In a prior fiscal year, we discovered the presence of hazardous waste on one of our properties. We believe that remedial action will be required, including continued investigation, monitoring and treatment of groundwater and soil, although the timing of such remedial action is uncertain. As of January 29, 2011 and January 30, 2010, the reserve for the remediation of this site was approximately \$1.9 million and \$4.1 million, respectively, which is included in other non-current liabilities in our consolidated balance sheets. The amount recorded represents our estimate of the costs, on an undiscounted basis, to clean up this site, based on currently available information. This estimate may change in future periods as more information on the remediation activities required and timing of those activities become known. The decrease in the reserve during fiscal 2010 was primarily due to a \$2.2 million reduction in our estimate of the costs required to remediate the property, as well as certain monitoring costs incurred during fiscal 2010. The change in estimate is included as a reduction of SG&A in our consolidated statements of operations. No other significant amounts related to this reserve were recorded in the statement of operations in fiscal 2010, fiscal 2009 or fiscal 2008.

**Note 7. Shareholders Equity**

***Common Stock***

We had 60 million shares of \$1.00 par value per share common stock authorized for issuance as of January 29, 2011 and January 30, 2010. We had 16.5 million shares of common stock issued and outstanding as of each of January 29, 2011 and January 30, 2010.

***Long-Term Stock Incentive Plan***

As of January 29, 2011 approximately 1.0 million share awards were available for issuance under our Long-Term Stock Incentive Plan (the "Long-Term Stock Incentive Plan"). The plan allows us to

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 7. Shareholders Equity (Continued)**

grant stock-based awards to employees and non-employee directors in the form of stock options, stock appreciation rights, restricted shares and/or restricted share units. Shares granted or that may be granted pursuant to outstanding options under our previous stock incentive plans, our 1992 Stock Option Plan and our 1997 Stock Option Plan, continue to be governed under those plans and the individual agreements with respect to provisions relating to exercise, termination and forfeiture. No additional grants are available under the previous plans. Since December 2003, performance- and service-based restricted stock awards have been the primary vehicle in our stock-based compensation strategy, although we are not prohibited from granting other types of share-based compensation awards.

Restricted shares granted in recent years generally vest three or four years from the date of grant if the employee is still employed by us on that date. At the time that the shares are issued, the shareholder is entitled to the same dividend and voting rights as other holders of our common stock unless the shares are subsequently forfeited. The employee is restricted from transferring or selling the restricted shares and generally forfeits the shares upon the termination of employment prior to the end of the vesting period. The specific provisions of the awards, including exercisability and term of the award, are evidenced by agreements with the employee as determined by our compensation committee or Board of Directors, as applicable.

The table below summarizes the restricted stock award activity (in shares) during fiscal 2010, fiscal 2009 and fiscal 2008:

	Fiscal 2010		Fiscal 2009		Fiscal 2008	
	Number of Shares	Weighted-average grant date fair value	Number of Shares	Weighted-average grant date fair value	Number of Shares	Weighted-average grant date fair value
Restricted stock outstanding at beginning of fiscal period	810,500	\$ 15	353,657	\$ 24	72,864	\$ 42
Restricted stock issued	90,000	\$ 22	597,870	\$ 11	346,975	\$ 23
Restricted stock vested, including restricted stock repurchased from employee for employees' tax liability	(50,000)	\$ 22	(88,692)	\$ 25	(48,182)	\$ 42
Restricted stock forfeited	(70,000)	\$ 18	(52,335)	\$ 19	(18,000)	\$ 24
Restricted stock outstanding at end of fiscal period	<u>780,500</u>	\$ 16	<u>810,500</u>	\$ 15	<u>353,657</u>	\$ 24

In addition, we grant restricted stock awards to our non-employee directors for a portion of each non-employee director's compensation. The non-employee directors must complete certain service requirements; otherwise, the restricted shares are subject to forfeiture. On the date of issuance, the non-employee directors are entitled to the same dividend and voting rights as other holders of our common stock. The non-employee directors are restricted from transferring or selling the restricted shares prior to the end of the vesting period. As of January 29, 2011, less than 0.1 million of such awards were outstanding and unvested.

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 7. Shareholders Equity (Continued)**

As of January 29, 2011, there was approximately \$4.0 million of unrecognized compensation expense related to unvested share-based compensation awards which have been issued. That expense is expected to be recognized through the first half of fiscal 2013. The following table summarizes information about the unvested shares as of January 30, 2010.

<u>Restricted Stock Grant</u>	<u>Number of Shares</u>	<u>Average Market Price on Date of Grant</u>	<u>Vesting Date</u>
Fiscal 2008 Transition Year Restricted Stock Awards	3,000	\$ 35	June 2011
Fiscal 2008 Restricted Stock Awards	260,000	\$ 22	March 2011
Fiscal 2009 Restricted Stock Awards	472,500	\$ 11	April 2013
Fiscal 2010 Restricted Stock Awards	45,000	\$ 22	April 2013
	<u>780,500</u>		

Prior to and including December 2003 grants under our previous stock incentive plans, we typically granted stock options to employees at certain times as determined by our Board of Directors or our compensation committee. Stock options were typically granted with an exercise price equal to the stock's fair market value on the date of grant. The previously granted stock options, including those still outstanding, had ten-year terms and vested and became exercisable in increments of 20% on each anniversary from the date of grant. The last stock options granted by us vested in fiscal 2008 resulting in all options outstanding also being exercisable subsequent to that date. The total grant date fair value for options vesting in fiscal 2008 totaled \$0.6 million. The total intrinsic value for stock options exercised during fiscal 2010, fiscal 2009 and fiscal 2008 was \$0.2 million, \$0.1 million and \$0.1 million, respectively, while the aggregate intrinsic value for options outstanding and exercisable as of January 29, 2011 was approximately \$0.4 million.

A summary of the stock option activity during fiscal 2010, fiscal 2009 and fiscal 2008 is presented below:

	<u>Fiscal 2010</u>		<u>Fiscal 2009</u>		<u>Fiscal 2008</u>	
	<u>Shares</u>	<u>Weighted Average Exercise Price</u>	<u>Shares</u>	<u>Weighted Average Exercise Price</u>	<u>Shares</u>	<u>Weighted Average Exercise Price</u>
Stock options outstanding, beginning of fiscal period	191,105	\$ 25	203,245	\$ 25	231,865	\$ 25
Stock options exercised	(16,005)	\$ 12	(1,800)	\$ 11	(8,240)	\$ 19
Stock options forfeited	(23,980)	\$ 27	(10,340)	\$ 21	(20,380)	\$ 28
Stock options outstanding and exercisable, end of fiscal year	<u>151,120</u>	\$ 26	<u>191,105</u>	\$ 25	<u>203,245</u>	\$ 25

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 7. Shareholders Equity (Continued)**

The following table summarizes information about our stock options outstanding, all of which are exercisable, as of January 29, 2011.

<u>Date of Option Grant</u>	<u>Number of Options Outstanding and Exercisable</u>	<u>Exercise Price</u>	<u>Grant-Date Fair Value</u>	<u>Expiration Date</u>
July 16, 2001	6,870	\$ 10.73	\$ 3.18	July 16, 2011
July 15, 2002	23,000	\$ 11.73	\$ 3.25	July 15, 2012
August 18, 2003	61,900	\$ 26.44	\$ 11.57	Aug. 18, 2013
December 16, 2003	59,350	\$ 32.75	\$ 14.17	Dec. 16, 2013
	<u>151,120</u>			

***Accelerated Share Repurchase Program***

On November 8, 2007, we entered into a \$60 million accelerated share repurchase agreement with Bank of America, N.A., an unrelated third party. On that date, we made a payment of \$60 million to Bank of America that was funded by borrowings under our prior revolving credit agreement. Bank of America made an initial delivery to us of approximately 1.9 million shares during the eight month transition period ended February 2, 2008 and a final delivery of approximately 0.6 million shares during fiscal 2008 upon completion of the program. Pursuant to the accelerated share repurchase program we acquired an aggregate of approximately 2.5 million shares at a price of \$24.03 per share. The accelerated share repurchase program is complete and no additional shares will be received pursuant to the agreement.

***Employee Stock Purchase Plan***

There were approximately 0.6 million shares of common stock authorized for issuance under our Employee Stock Purchase Plan ("ESPP") as of January 29, 2011. The ESPP allows qualified employees to purchase shares of our common stock on a quarterly basis, based on certain limitations, through payroll deductions. The shares purchased pursuant to the ESPP are not subject to any vesting or other restrictions. On the last day of each calendar quarter, the accumulated payroll deductions are applied toward the purchase of our common stock at a price equal to 85% of the closing market price on that date. Stock compensation expense related to the employee stock purchase plan recognized was \$0.1 million in each of fiscal 2010, fiscal 2009 and fiscal 2008.

***Preferred Stock***

We had 30 million shares of \$1.00 par value preferred stock authorized for issuance as of January 29, 2011. No shares were issued or outstanding as of January 29, 2011 or January 30, 2010.

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 8. Income Taxes**

The following table summarizes our distribution between domestic and foreign earnings (loss) from continuing operations before income taxes and the provision (benefit) for income taxes related to continuing operations (in thousands):

	Fiscal 2010	Fiscal 2009	Fiscal 2008
Earnings (loss) from continuing operations before income taxes:			
Domestic	\$ 16,733	\$ (3,864)	\$ (191,592)
Foreign	4,042	2,305	(106,359)
Earnings (loss) from continuing operations before income taxes	<u>\$ 20,775</u>	<u>\$ (1,559)</u>	<u>\$ (297,951)</u>
Current:			
Federal	\$ 5,649	\$ 3,050	\$ 4,362
State	2,162	1,107	702
Foreign	1,698	1,106	726
	<u>9,509</u>	<u>5,263</u>	<u>5,790</u>
Deferred—Federal and State	(4,637)	(8,030)	(12,517)
Deferred—Foreign	(332)	(178)	(13,118)
Income Taxes	<u>\$ 4,540</u>	<u>\$ (2,945)</u>	<u>\$ (19,845)</u>

Reconciliations of the United States federal statutory income tax rates and our effective tax rates are summarized as follows:

	Fiscal 2010	Fiscal 2009	Fiscal 2008
Statutory rate	35.0%	35.0%	35.0%
State income taxes—net of federal income tax benefit	0.5%	26.8%	0.2%
Impact of foreign earnings (loss)(1)	(0.8)%	145.1%	1.1%
Valuation allowance against foreign losses and other carryforwards(1)	(3.0)%	(85.4)%	—
Change in contingency reserves related to unrecognized tax benefits	(6.6)%	4.5%	0.2%
Impact of permanent differences related to life insurance investments and compensation	(2.2)%	9.1%	—
Impact of federal tax credits	(2.1)%	28.1%	—
Permanent reduction of available carryforwards	2.0%	—	—
Other adjustment(2)	(2.5)%	25.6%	—
Impact of non-deductible goodwill impairment(3)	—	—	(29.4)%
Other, net	1.6%	0.1%	(0.4)%
Effective rate for continuing operations	<u>21.9%</u>	<u>188.9%</u>	<u>6.7%</u>

- (1) The percentage in fiscal 2009 reflects the benefit of foreign losses, including the reversal of deferred taxes recorded on undistributed earnings in prior years. A portion of this benefit is estimated to have a less than 50% probability of being realized and is therefore reduced by a valuation allowance.

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

## Note 8. Income Taxes (Continued)

- (2) The other adjustment in fiscal 2010 and fiscal 2009 reflects the change in the expected tax impact to be realized upon reversal of deferred tax assets and liabilities, caused by changes in enacted foreign and state tax rates and apportionment of total taxable income among jurisdictions.
- (3) In fiscal 2008, we recorded an impairment of goodwill which resulted in a non-deductible difference.

Deferred tax assets and liabilities included in our consolidated balance sheets are comprised of the following (in thousands):

	January 29, 2011	January 30, 2010
<b>Deferred Tax Assets:</b>		
Inventories	\$ 7,555	\$ 7,311
Accrued compensation and benefits	10,630	7,230
Allowance for doubtful accounts	373	491
Depreciation and amortization	9,924	11,187
Non-current liabilities	743	1,583
Deferred rent and lease obligations	1,766	978
Operating loss carryforwards	1,385	2,128
Other, net	5,412	4,184
Deferred tax assets	<u>37,788</u>	<u>35,092</u>
<b>Deferred Tax Liabilities:</b>		
Acquired intangible assets	45,175	46,588
Foreign(1)	597	510
Deferred tax liabilities	<u>45,772</u>	<u>47,098</u>
Valuation allowance	1,857	2,539
Net deferred tax liability	<u>\$ (9,841)</u>	<u>\$ (14,545)</u>

- (1) As of January 29, 2011 and January 30, 2010, we had undistributed earnings of foreign subsidiaries of approximately \$8.7 million and \$7.1 million, respectively, which have been provided for in our income tax provision, as the earnings are not considered permanently reinvested outside of the United States. If the earnings were repatriated to the United States, the earnings would be subject to United States taxation at that time. The amount of deferred tax liability recognized associated with the undistributed earnings represents the approximate excess of the United States tax liability over the creditable foreign taxes paid that would result from a full remittance of undistributed earnings.



## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 8. Income Taxes (Continued)**

A reconciliation of unrecognized tax benefits at the beginning and end of the year is as follows (in thousands):

	Fiscal 2010	Fiscal 2009	Fiscal 2008
Balance at beginning of period	\$ 4,402	\$ 4,558	\$ 5,082
Additions for current year tax positions	15	32	29
Expiration of the statute of limitation for the assessment of taxes	(1,402)	(670)	(362)
Additions for tax positions of prior year	153	691	133
Reductions for tax positions of prior year	(24)	(64)	(324)
Settlements	(223)	(145)	—
Balance at end of period	<u>\$ 2,921</u>	<u>\$ 4,402</u>	<u>\$ 4,558</u>

The unrecognized tax benefits, if recognized, would reduce our annual effective rate. The net impact on our statements of operations for potential interest expense related to these unrecognized tax benefits was a benefit of \$0.5 million in fiscal 2010 and expense of less than \$0.1 million for each of fiscal 2009 and fiscal 2008. As of January 29, 2011 and January 30, 2010, we have recognized in our consolidated balance sheets, total liabilities for potential penalties and interest, in the aggregate, of \$0.5 million and \$0.9 million, respectively. It is reasonably possible that the amount of unrecognized benefit with respect to certain of our unrecognized tax positions will increase or decrease within the next twelve months. Events that may cause these changes include the settlement of issues with taxing authorities or expiration of statutes of limitations. At this time, an estimate of the reasonably possible changes cannot be made.

**Note 9. Defined Contribution Plans**

We have a tax-qualified voluntary retirement savings plan covering substantially all full-time United States employees and other similar plans covering certain foreign employees. If a participant decides to contribute, a portion of the contribution is matched by us. Additionally, we incur certain charges related to our non-qualified deferred compensation plan as discussed in Note 1. Realized and unrealized gains and losses on the deferred compensation plan investments are recorded in SG&A in our consolidated statements of operations and substantially offset the changes in deferred compensation liabilities to participants resulting from changes in market values. Our aggregate expense under these defined contribution and non-qualified deferred compensation plans in fiscal 2010, fiscal 2009 and fiscal 2008 were \$1.1 million, \$1.2 million and \$2.1 million, respectively.

**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 10. Operating Groups**

Our business is primarily operated through our four operating groups: Tommy Bahama, Lilly Pulitzer, Ben Sherman and Lanier Clothes. We identify our operating groups based on the way our management organizes the components of our business for purposes of allocating resources and assessing performance. All amounts included in this report and in our consolidated financial statements reflect our changes in operating groups during fiscal 2010, including (1) the acquisition of Sugartown resulting in the creation of our Lilly Pulitzer operating group, (2) the sale of substantially all of the operations and assets of our former Oxford Apparel operating group, which are now classified as discontinued operations, (3) the reclassification of our Oxford Golf business and our Lyons, Georgia distribution center operations into Corporate and Other, as these activities were previously included in Oxford Apparel, but will continue to be operated by us, and (4) the reclassification of certain corporate service costs from Oxford Apparel, where they were previously allocated, to Corporate and Other, as there is uncertainty in whether there will be a reduction in those costs as a result of the Oxford Apparel sale.

Tommy Bahama designs, sources and markets collections of men's and women's sportswear and related products. The target consumers of Tommy Bahama are affluent men and women age 35 and older who embrace a relaxed and casual approach to daily living. Tommy Bahama products can be found in our owned and licensed Tommy Bahama retail stores and on our Tommy Bahama e-commerce website, as well as in certain department stores and independent specialty stores throughout the United States. We also license the Tommy Bahama name for various product categories and operate Tommy Bahama restaurants.

Lilly Pulitzer designs, sources and distributes upscale collections of women's and girl's dresses, sportswear and other products. Lilly Pulitzer was originally created in the late 1950's and is an affluent brand with heritage and aesthetic based on the Palm Beach resort lifestyle. The brand is somewhat unique among women's brands in that it has demonstrated multi-generational appeal. The brand targets three distinct groups of women: young women recently graduated from college; young mothers and their daughters; and women who are not tied to the academic calendar. Lilly Pulitzer products can be found in our owned Lilly Pulitzer stores, in Lilly Pulitzer Signature Stores and on our Lilly Pulitzer website, as well as in certain department stores and a variety of independent specialty stores. We also license the Lilly Pulitzer name for various product categories.

Ben Sherman is a London-based designer, marketer and distributor of men's branded sportswear and related products. Ben Sherman was established in 1963 as an edgy, "Mod"-inspired shirt brand and has evolved into a British lifestyle brand of apparel targeted at style conscious men ages 25 to 40 in multiple markets throughout the world. Ben Sherman products can be found in certain department stores, a variety of independent specialty stores and our owned and licensed Ben Sherman retail stores, as well as on Ben Sherman e-commerce websites. We also license the Ben Sherman name for various product categories.

Lanier Clothes designs and markets branded and private label men's tailored clothing including suits, sportcoats, suit separates and dress slacks across a wide range of price points. Certain Lanier Clothes products are sold using trademarks licensed to us by third parties, including Kenneth Cole, Dockers, and Geoffrey Beene. Lanier Clothes also offers branded products under our Billy London and Arnold Brant trademarks. In addition to the branded businesses, Lanier Clothes designs and sources certain private label products for certain customers. Significant private label brands include Stafford,

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 10. Operating Groups (Continued)**

Lands' End, Alfani, Structure and Kenneth Roberts. Our Lanier Clothes products are sold to national chains, department stores, specialty stores, specialty catalog retailers and discount retailers throughout the United States.

Corporate and Other is a reconciling category for reporting purposes and includes our corporate office, substantially all financing activities, elimination of inter-segment sales, LIFO inventory accounting adjustments, other costs that are not allocated to the operating groups and operations of our other businesses which are not included in our four operating groups. LIFO inventory calculations are made on a legal entity basis which does not correspond to our operating group definitions; therefore, LIFO inventory accounting adjustments are not allocated to operating groups. The operations of businesses that are included in Corporate and Other include our Oxford Golf business and our Lyons, Georgia distribution center operations.

The tables below presents certain information about our operating groups included in continuing operations (in thousands):

	Fiscal 2010	Fiscal 2009	Fiscal 2008
<b>Net Sales</b>			
Tommy Bahama	\$ 398,510	\$ 363,084	\$ 421,687
Lilly Pulitzer	5,959	—	—
Ben Sherman	86,920	102,309	133,522
Lanier Clothes	103,733	114,542	135,581
Corporate and Other	8,825	5,371	8,274
<b>Total</b>	<u>\$ 603,947</u>	<u>\$ 585,306</u>	<u>\$ 699,064</u>
<b>Depreciation</b>			
Tommy Bahama	\$ 13,411	\$ 14,576	\$ 16,667
Lilly Pulitzer	150	—	—
Ben Sherman	2,173	3,000	2,367
Lanier Clothes	462	528	884
Corporate and Other	1,644	1,103	931
<b>Total</b>	<u>\$ 17,840</u>	<u>\$ 19,207</u>	<u>\$ 20,849</u>
<b>Amortization of Intangible Assets</b>			
Tommy Bahama	\$ 693	\$ 888	\$ 1,418
Lilly Pulitzer	13	—	—
Ben Sherman	267	329	1,322
Lanier Clothes	—	—	60
Corporate and Other	—	—	—
<b>Total</b>	<u>\$ 973</u>	<u>\$ 1,217</u>	<u>\$ 2,800</u>

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

## Note 10. Operating Groups (Continued)

	Fiscal 2010	Fiscal 2009	Fiscal 2008
<b>Impairment of Goodwill and Intangible Assets</b>			
Tommy Bahama	\$ —	\$ —	\$ 221,559
Lilly Pulitzer	—	—	—
Ben Sherman	—	—	83,766
Lanier Clothes	—	—	2,207
Corporate and Other	—	—	—
<b>Total</b>	<b>\$ —</b>	<b>\$ —</b>	<b>\$ 307,532</b>
<b>Operating Income (Loss)</b>			
Tommy Bahama	\$ 51,081	\$ 37,515	\$ (173,448)
Lilly Pulitzer	(372)	—	—
Ben Sherman	(2,664)	(8,616)	(84,988)
Lanier Clothes	14,316	12,389	(8,283)
Corporate and Other	(21,699)	(22,378)	(17,682)
<b>Total Operating Income (Loss)</b>	<b>40,662</b>	<b>18,910</b>	<b>(284,401)</b>
Gain on repurchase of 8 <sup>7</sup> / <sub>8</sub> % Senior Unsecured Notes	—	—	7,767
Interest expense, net	19,887	20,469	21,317
<b>Earnings (Loss) From Continuing Operations</b>			
<b>Before Income Taxes</b>	<b>\$ 20,775</b>	<b>\$ (1,559)</b>	<b>\$ (297,951)</b>
<b>Purchases of Property and Equipment</b>			
Tommy Bahama	\$ 11,225	\$ 5,618	\$ 15,020
Lilly Pulitzer	277	—	—
Ben Sherman	963	3,442	1,836
Lanier Clothes	30	21	186
Corporate and Other	833	2,227	2,996
<b>Total</b>	<b>\$ 13,328</b>	<b>\$ 11,308</b>	<b>\$ 20,038</b>

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

Note 10. Operating Groups (Continued)

	January 29, 2011	January 30, 2010
<b>Total Assets</b>		
Tommy Bahama	\$ 274,140	\$ 256,759
Lilly Pulitzer	79,476	—
Ben Sherman	67,478	69,775
Lanier Clothes	35,530	39,213
Corporate and Other	44,102	3,062
Assets related to Discontinued Operations	57,745	56,365
<b>Total</b>	<u>\$ 558,471</u>	<u>\$ 425,174</u>
<b>Intangible Assets, net</b>		
Tommy Bahama	\$ 112,480	\$ 113,173
Lilly Pulitzer	30,488	—
Ben Sherman	23,712	24,289
Lanier Clothes	—	—
Corporate and Other	—	—
<b>Total</b>	<u>\$ 166,680</u>	<u>\$ 137,462</u>

Information for the net book value of our long-lived assets, including property and equipment, goodwill and intangible assets, by geographic area is presented below (in thousands):

	January 29, 2011	January 30, 2010
United States	\$ 239,041	\$ 185,595
United Kingdom	26,687	28,276
Other foreign	1,713	2,016
<b>Total</b>	<u>\$ 267,441</u>	<u>\$ 215,887</u>

Information for the net sales recognized by geographic area is presented below (in thousands):

	Fiscal 2010	Fiscal 2009	Fiscal 2008
United States and Canada	\$ 541,750	\$ 508,917	\$ 591,473
United Kingdom and Europe	58,465	71,806	100,060
Other	3,732	4,583	7,531
<b>Total</b>	<u>\$ 603,947</u>	<u>\$ 585,306</u>	<u>\$ 699,064</u>

**OXFORD INDUSTRIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****January 29, 2011****Note 11. Related Party Transactions**

SunTrust Banks, Inc. and its subsidiaries ("SunTrust") is one of our principal shareholders, holding shares of our common stock in various fiduciary and agency capacities. Mr. J. Hicks Lanier, our Chief Executive Officer, is on the board of directors of SunTrust and is a member of its Audit and Risk Committees. Mr. E. Jenner Wood, III, a board member of Oxford Industries, Inc., has been Chairman, President and CEO of SunTrust Bank, Atlanta/Georgia Division since April 2010 and was previously Chairman, President and Chief Executive Officer of SunTrust Bank, Central Group, during fiscal 2010, fiscal 2009 and fiscal 2008.

We maintain a syndicated credit facility under which SunTrust serves as agent and lender and a SunTrust affiliate acted as a joint book-running manager in connection with our 2009 offering of the 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes and as a dealer-manager in connection with the accompanying tender offer for our 8<sup>7</sup>/<sub>8</sub>% Senior Unsecured Notes. The services provided and fees paid to SunTrust in connection with such services for each period are set forth below (in thousands):

<u>Service</u>	<u>Fiscal 2010</u>	<u>Fiscal 2009</u>	<u>Fiscal 2008</u>
Interest and agent fees for our credit facility	\$ 303	\$ 353	\$ 1,146
Cash management and senior notes related services	\$ 66	\$ 85	\$ 93
Book-running manager and dealer-manager fees	\$ —	\$ 750	\$ —
Other	\$ 8	\$ 8	\$ 8

Our aggregate payments to SunTrust and its subsidiaries for these services did not exceed 1% of our gross revenues during the periods presented or 1% of SunTrust's gross revenues during its fiscal years ended December 31, 2010, December 31, 2009 and December 31, 2008.

In connection with our acquisition of the Lilly Pulitzer brand and operations on December 21, 2010, we entered into a contingent consideration agreement pursuant to which the beneficial owners of the capital stock of Sugartown prior to the acquisition will be entitled to earn up to an additional \$20 million in cash, in the aggregate, over the four years following the closing of the acquisition based on our Lilly Pulitzer Group's achievement of certain financial targets. The beneficial owners of the capital stock of Sugartown prior to the acquisition continue to manage the Lilly Pulitzer operations subsequent to the acquisition.

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 12. Summarized Quarterly Data (unaudited)**

Each of our fiscal quarters consists of thirteen week periods, beginning on the first day after the end of the prior fiscal quarter. Following is a summary of our fiscal 2010 and fiscal 2009 quarterly results, as modified to reflect the reclassification of substantially all of our Oxford Apparel operations to discontinued operations (in thousands, except per share amounts):

<u>Fiscal 2010</u>	<u>First Quarter</u>	<u>Second Quarter</u>	<u>Third Quarter</u>	<u>Fourth Quarter</u>	<u>Total</u>
Net sales	\$ 163,625	\$ 142,981	\$ 139,627	\$ 157,714	\$ 603,947
Cost of goods sold	73,918	63,963	65,942	72,717	276,540
Gross profit	89,707	79,018	73,685	84,997	327,407
SG&A	78,009	71,324	70,995	80,674	301,002
Amortization of intangible assets	240	238	241	254	973
Change in fair value of contingent consideration	—	—	—	200	200
Royalties and other operating income	3,513	3,723	3,982	4,212	15,430
Operating income	14,971	11,179	6,431	8,081	40,662
Interest expense, net	4,967	5,053	5,095	4,772	19,887
Earnings from continuing operations, before income taxes	10,004	6,126	1,336	3,309	20,775
Income taxes	1,480	1,447	17	1,596	4,540
Earnings from continuing operations	8,524	4,679	1,319	1,713	16,235
Net earnings from discontinued operations, including gain on sale of discontinued operations, net of taxes	3,973	2,540	4,231	51,679	62,423
Net earnings	\$ 12,497	\$ 7,219	\$ 5,550	\$ 53,392	\$ 78,658
Earnings from continuing operations per common share:					
Basic	\$ 0.52	\$ 0.28	\$ 0.08	\$ 0.10	\$ 0.98
Diluted	\$ 0.52	\$ 0.28	\$ 0.08	\$ 0.10	\$ 0.98
Net earnings from discontinued operations per common share:					
Basic	\$ 0.24	\$ 0.15	\$ 0.26	\$ 3.12	\$ 3.77
Diluted	\$ 0.24	\$ 0.15	\$ 0.26	\$ 3.12	\$ 3.77
Net earnings per common share:					
Basic	\$ 0.76	\$ 0.44	\$ 0.34	\$ 3.23	\$ 4.76
Diluted	\$ 0.76	\$ 0.44	\$ 0.33	\$ 3.22	\$ 4.75
Weighted average common shares outstanding:					
Basic	16,491	16,540	16,564	16,552	16,537
Diluted	16,503	16,552	16,576	16,562	16,551

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

Note 12. Summarized Quarterly Data (unaudited) (Continued)

Fiscal 2009	First Quarter	Second Quarter	Third Quarter	Fourth Quarter	Total
Net sales	\$ 155,236	\$ 144,397	\$ 142,274	\$ 143,399	\$ 585,306
Cost of goods sold	77,399	76,314	74,163	66,617	294,493
Gross profit	77,837	68,083	68,111	76,782	290,813
SG&A	72,125	68,806	66,896	74,662	282,489
Amortization of intangible assets	298	306	307	306	1,217
Royalties and other operating income	2,264	2,508	3,266	3,765	11,803
Operating income	7,678	1,479	4,174	5,579	18,910
Interest expense, net, including write-off of deferred financing costs	4,230	6,037	5,079	5,123	20,469
Earnings (loss) from continuing operations, before income taxes	3,448	(4,558)	(905)	456	(1,559)
Income taxes	184	(1,495)	(982)	(652)	(2,945)
Earnings (loss) from continuing operations	3,264	(3,063)	77	1,108	1,386
Net earnings from discontinued operations, net of taxes	3,347	2,883	4,228	2,780	13,238
Net earnings (loss)	<u>\$ 6,611</u>	<u>\$ (180)</u>	<u>\$ 4,305</u>	<u>\$ 3,888</u>	<u>\$ 14,624</u>
Earnings (loss) from continuing operations per common share:					
Basic	<u>\$ 0.21</u>	<u>\$ (0.19)</u>	<u>\$ 0.00</u>	<u>\$ 0.07</u>	<u>\$ 0.09</u>
Diluted	<u>\$ 0.21</u>	<u>\$ (0.19)</u>	<u>\$ 0.00</u>	<u>\$ 0.07</u>	<u>\$ 0.09</u>
Net earnings from discontinued operations per common share:					
Basic	<u>\$ 0.21</u>	<u>\$ 0.18</u>	<u>\$ 0.26</u>	<u>\$ 0.17</u>	<u>\$ 0.81</u>
Diluted	<u>\$ 0.21</u>	<u>\$ 0.18</u>	<u>\$ 0.26</u>	<u>\$ 0.17</u>	<u>\$ 0.81</u>
Net earnings (loss) per common share:					
Basic	<u>\$ 0.42</u>	<u>\$ (0.01)</u>	<u>\$ 0.26</u>	<u>\$ 0.24</u>	<u>\$ 0.90</u>
Diluted	<u>\$ 0.42</u>	<u>\$ (0.01)</u>	<u>\$ 0.26</u>	<u>\$ 0.24</u>	<u>\$ 0.90</u>
Weighted average common shares outstanding:					
Basic	<u>15,876</u>	<u>16,288</u>	<u>16,522</u>	<u>16,503</u>	<u>16,297</u>
Diluted	<u>15,876</u>	<u>16,288</u>	<u>16,533</u>	<u>16,517</u>	<u>16,304</u>

The sum of the quarterly earnings (loss) from continuing operations per common share, earnings from discontinued operations per common share and net earnings (loss) per common share amounts may not equal the amounts for the full year due to rounding. Additionally, the sum of earnings (loss) from continuing operations per common share and net earnings (loss) from discontinued operations per common share may not equal net earnings (loss) per common share for each quarter due to rounding.



**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 12. Summarized Quarterly Data (unaudited) (Continued)**

The fourth quarter of fiscal 2010 included the following significant items which impacted earnings from continuing operations for the quarter: (1) the acquisition of Lilly Pulitzer as discussed in Note 14, including the \$0.8 million of transaction costs associated with the transaction and the \$0.8 million of additional cost of goods over cost resulting from the write-up of acquired inventory from cost to fair value pursuant to the purchase method of accounting, (2) \$3.2 million of charges in Ben Sherman, primarily related to the termination of certain lease agreements and the impairment of certain fixed assets, (3) the \$2.2 million reduction of an environmental reserve liability and (4) the \$2.4 million LIFO accounting charge. The fourth quarter of fiscal 2009 included the following significant items which impacted earnings from continuing operations for the quarter: (1) \$1.2 million of restructuring and fixed asset impairment charges and (2) a \$1.7 million LIFO accounting credit. Additionally, the fourth quarter of fiscal 2010 included the sale of substantially all of the operations and assets of our former Oxford Apparel Group resulting in a gain of approximately \$49.5 million which is included in discontinued operations in our statement of operations.

**Note 13. Restructuring Charges and Other Unusual Items**

During fiscal 2010, we incurred approximately \$3.2 million of charges primarily consisting of retail store lease terminations in the United Kingdom totaling \$2.8 million, which were paid in the first quarter of fiscal 2011, and fixed asset impairment charges of \$0.4 million, all which were included in SG&A in our consolidated statements of operations. Additionally, fiscal 2010 also included the acquisition of Lilly Pulitzer as discussed in Note 14, the disposal of substantially all of the operations and assets of our former Oxford Apparel Group as discussed in Note 15 and the change in estimate for an environmental reserve discussed in Note 6.

During fiscal 2009, we incurred approximately \$2.0 million of charges related to certain restructuring initiatives in our Ben Sherman operating group, \$1.7 million of which were included in SG&A in our consolidated statements of operations with the remaining amounts included in cost of goods sold. The restructuring charges primarily relate to our exit from the Ben Sherman footwear, kids' and women's operations as well as other streamlining initiatives. These charges primarily consist of employee termination costs and certain contract termination costs. Substantially all such costs were paid during fiscal 2009.

During fiscal 2008, Lanier Clothes incurred restructuring charges totaling approximately \$9.8 million primarily associated with our decision to exit from certain license agreements and the restructuring of our Arnold Brant business. These charges include costs associated with the disposal of the inventory, payments related to license termination, the impairment of intangible assets associated with the Arnold Brant business of \$2.2 million, severance costs, the \$0.2 million impairment of certain property and equipment and charges associated with certain leased office space. Approximately \$2.8 million and \$2.2 million of these charges were recorded in SG&A and impairment of goodwill and intangible assets, respectively, in our consolidated statements of operations. The remaining charges, which relate to inventory disposal, were recognized in net sales and cost of goods sold in our consolidated statements of operations. In addition to these restructuring charges recognized in fiscal 2008, we recognized other unusual items totaling a net charge of \$0.3 million in Lanier Clothes. Substantially all of these restructuring charges were paid in fiscal 2008.

**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 13. Restructuring Charges and Other Unusual Items (Continued)**

Tommy Bahama, Ben Sherman and Corporate and Other recognized restructuring charges and fixed asset impairment charges totaling approximately \$1.0 million, \$0.5 million and \$1.2 million, respectively, in fiscal 2008, substantially all of which were paid in fiscal 2008. These charges primarily relate to severance, property and equipment impairment and costs associated with certain office leases. All of these charges are included in SG&A in our consolidated statements of operations.

**Note 14. Business Combinations**

On December 21, 2010, we acquired all of the outstanding capital stock of Sugartown from SWI Holdings, Inc., pursuant to a stock purchase agreement. Sugartown owns the Lilly Pulitzer trademark and designs, sources and distributes upscale collections of women's dresses, sportswear and other products to specialty and department stores, as well as through direct to consumer channels, including retail stores and an e-commerce site. We will report the acquired operations of Sugartown as our Lilly Pulitzer operating group.

We paid \$60 million in cash, subject to adjustment based on net working capital as of the closing date for the acquisition. After giving effect to a preliminary working capital adjustment, the purchase price paid was approximately \$58.3 million, net of acquired cash of \$0.9 million. In connection with the acquisition, we entered into a contingent consideration agreement dated as of December 21, 2010, pursuant to which we will be obligated to pay cash payments of up to \$2.5 million in each of the four years following the closing of the transaction and an additional \$10 million subsequent to the end of the fourth year, contingent upon Lilly Pulitzer's achievement of certain financial targets. Transaction costs related to this transaction totaled approximately \$0.8 million and are included in SG&A in our consolidated statements of operations in fiscal 2010.

Our allocation of purchase price to the fair value of the acquired assets and liabilities assumed, is preliminary and will be revised through the one year allocation period as appropriate as we obtain new information about the fair values of these assets and liabilities and as we revise our estimates of the fair values of the assets and liabilities, including the contingent consideration, based on any new information. The following table summarizes our preliminary allocation, subject to finalization during

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 14. Business Combinations (Continued)**

the allocation period as necessary, of the purchase price for the Lilly Pulitzer acquisition (in thousands):

	<u>Lilly Pulitzer acquisition</u>
Cash	\$ 936
Receivables	6,439
Inventories(1)	9,439
Prepaid expenses and other current assets	1,082
Property and equipment	10,523
Intangible assets	30,500
Goodwill	16,866
Other non-current assets	645
Deferred income tax assets	688
Trade accounts payable, accrued compensation and other accrued expenses assumed	(6,647)
Deferred income tax liability	(688)
Purchase price(2)	<u>\$ 69,783</u>

- (1) Includes a write-up of acquired inventory from cost to fair value of \$1.8 million pursuant to the purchase method of accounting. This amount will be recognized in cost of goods sold as the acquired inventory is sold.
- (2) The purchase price includes \$10.5 million of contingent considerations associated with the acquisition which may be payable in future periods if certain financial targets are met.

Intangible assets allocated in connection with our preliminary purchase price allocation, subject to finalization during the allocation period as necessary, consisted of the following (in thousands):

	<u>Useful life</u>	<u>Lilly Pulitzer acquisition</u>
Finite lived intangible assets acquired, consisting of customer relationships	13 years	\$ 3,000
Trade names and trademarks—indefinite	n/a	27,500
Total intangible assets acquired		<u>\$ 30,500</u>

**Pro Forma Information (unaudited)**

The pro forma information presented below (in thousands, except per share data) gives effect to the December 21, 2010 acquisition of Lilly Pulitzer as if the acquisition had occurred as of the beginning of fiscal 2009. The information presented below is for illustrative purposes only and is not indicative of results that would have been achieved if the acquisition had occurred as of the beginning of fiscal 2009, nor does it intend to be a projection of future results of operations. The pro forma statements of operations have been prepared from our and Lilly Pulitzer's historical audited

**OXFORD INDUSTRIES, INC.****NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)****January 29, 2011****Note 14. Business Combinations (Continued)**

consolidated statements of operations for the years presented, including without limitation, purchase accounting adjustments, but does not include any synergies or operating cost reductions that may be achieved from the combined operations. The fiscal 2009 pro forma information includes the following items which negatively impact earnings from continuing operations: (1) transaction costs of approximately \$0.8 million related to the acquisition, (2) \$1.8 million of additional cost of goods sold resulting from the application of purchase accounting to inventory acquired at acquisition and (3) approximately \$0.5 million of amortization of acquired intangible assets in each year.

	Fiscal 2010	Fiscal 2009
Net sales	\$ 669,621	\$ 650,494
Earnings from continuing operations before income taxes	\$ 25,785	\$ (5,064)
Earnings from continuing operations	\$ 19,624	\$ (4,277)
Earnings from continuing operations per share:		
Basic	\$ 1.19	\$ (0.05)
Diluted	\$ 1.19	\$ (0.05)

We anticipate that this acquisition will assist us in pursuing one of our strategic goals of owning a portfolio of lifestyle brands. The acquisition will provide strategic benefits through growth opportunities and further diversification of our business over distribution channels, price points, product categories and target consumers.

**Note 15. Discontinued Operations**

On January 3, 2011, we sold to LF USA Inc. ("LF") substantially all of the operations and assets of our former Oxford Apparel operating group (other than accounts receivable associated with the businesses that was sold and all assets and operations relating to our Oxford Golf business and our distribution center in Lyons, Georgia). The purchase price paid by LF was equal to approximately \$121.7 million, less an adjustment based on net working capital on the closing date of the transaction. After giving effect to a preliminary net working capital adjustment, the purchase price paid by LF at the closing of the transaction was approximately \$108.2 million, of which \$5.4 million is held in escrow pending completion of the final working capital adjustment and other requirements. The net working capital deficit resulted from our retention of accounts receivable and goods in transit as of the closing date, partially offset by our retention of certain accounts payable, as of the closing date, associated with Oxford Apparel. The purchase price is subject to a final net working capital adjustment, which is expected to occur within 120 days of the closing date of the transaction and not expected to be significantly different than the preliminary net working capital. LF also agreed to purchase our goods in transit relating to Oxford Apparel following the closing of the transaction until all goods associated with the sold Oxford Apparel operations are transferred.

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 15. Discontinued Operations (Continued)**

In connection with the consummation of the transaction described above, we, among other things, entered into (1) license agreements with LF to grant licenses (subject to the limitations set forth in the applicable license agreements) to LF to use the trade name "Oxford Apparel" perpetually in connection with its business, as well as to use certain other trademarks in connection with the manufacture, sale and distribution of men's dress shirts for certain periods of time in the applicable territory; (2) a services agreement with LF pursuant to which, in exchange for various fees, we will provide certain transitional support services to LF in its operation of the transferred assets; and (3) a limited non-competition agreement with LF pursuant to which we agreed (subject to the exceptions set forth in the non-competition agreement) not to engage in certain activities for a period of three years following the completion of the transaction.

The following represents the major classes of assets and liabilities related to the discontinued operations included in our consolidated balance sheets as of the following dates (in thousands):

	January 29, 2011	January 30, 2010
Receivables, net, including \$5.4 million of purchase price consideration held in escrow	\$ 48,564	\$ 29,708
Inventories, net	9,162	18,849
Other current assets, net	19	205
Property and equipment, net	—	1,115
Other assets, net (1)	—	6,488
Total assets	<u>\$ 57,745</u>	<u>\$ 56,365</u>
Trade accounts payable, other accrued expenses and accrued compensation	\$ 13,164	\$ 17,592
Income taxes payable associated with the discontinued operations	27,621	762
Other liabilities	—	588
Total liabilities	<u>40,785</u>	<u>18,942</u>
Net assets	<u>\$ 16,960</u>	<u>\$ 37,423</u>

- (1) The other assets, net primarily consisted of our investment in an unconsolidated entity, which owned certain trademarks and was accounted for using the equity method of accounting

We do not anticipate significant operations or cash flows related to the discontinued operations other than the collection of receivables, payment of liabilities, sale of goods in transit included in discontinued operations in our balance sheet as of January 29, 2011, and certain commissions related to in-process inventory on the date of the transaction, substantially all of which we anticipate will be settled during the first half of fiscal 2011.

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

**Note 15. Discontinued Operations (Continued)**

Operating results of the discontinued operations are shown below (in thousands):

	Fiscal 2010	Fiscal 2009	Fiscal 2008(1)
Net sales	\$ 200,636	\$ 215,352	\$ 248,452
Cost of goods sold	160,749	172,482	196,862
Gross profit	39,887	42,870	51,590
SG&A	19,873	21,880	32,729
Impairment and amortization of goodwill, intangible assets and an investment in an unconsolidated entity(2)	—	—	7,384
Royalties and other operating income(3)	1,118	1,254	1,633
Operating income	21,132	22,244	13,110
Interest expense, net	522	892	2,385
Earnings from discontinued operations before income taxes	20,610	21,352	10,725
Income taxes	7,733	8,114	4,076
Earnings from discontinued operations, net of taxes	12,877	13,238	6,649
Gain on sale of discontinued operations, net of taxes	49,546	—	—
Net earnings from discontinued operations, net of taxes	\$ 62,423	\$ 13,238	\$ 6,649

- (1) Oxford Apparel incurred certain restructuring charges totaling approximately \$2.7 million during fiscal 2008 primarily associated with the decision to exit certain businesses. These charges reflected in discontinued operations above include costs associated with the disposal of inventory of \$0.5 million which are classified as a reduction to net sales, the impairment of certain intangible assets of \$1.1 million recorded in impairment of goodwill, intangible assets and investment in an unconsolidated entity, \$0.9 million of impairment of property and equipment included in SG&A and \$0.3 million of severance related costs included in SG&A. Oxford Apparel also recorded a net benefit of \$1.2 million primarily related to the resolution of a contingent liability and the sale of a trademark partially offset by an increase in our bad debt reserve due to certain customers' bankruptcy filings, substantially all of which were recorded in SG&A in the discontinued operations above.
- (2) During fiscal 2008, as part of our annual impairment testing process, we determined that impairment charges totaling \$6.2 million related to our investment in an unconsolidated entity and goodwill were appropriate as the carrying values of the investment and goodwill exceeded their fair value. The fair values of the investment in an unconsolidated entity and goodwill were determined using a discounted cash flow approach.
- (3) Royalties and other operating income in discontinued operations primarily relate to earnings from an investment in an unconsolidated entity.

**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 16. Condensed Consolidating Financial Statements**

Our 11<sup>3</sup>/<sub>8</sub>% Senior Secured Notes are guaranteed by substantially all of our wholly-owned domestic subsidiaries ("Subsidiary Guarantors"). All guarantees are full and unconditional. For consolidated financial reporting purposes, non-guarantors consist of our subsidiaries which are organized outside the United States and certain domestic subsidiaries. We use the equity method with respect to investment in subsidiaries included in other non-current assets in our condensed consolidating financial statements. Set forth below are our condensed consolidating balance sheets as of January 29, 2011 and January 30, 2010 (in thousands) as well as our condensed consolidating statements of operations and statements of cash flows for fiscal 2010, fiscal 2009 and fiscal 2008 (in thousands).

**OXFORD INDUSTRIES, INC.  
CONDENSED CONSOLIDATING BALANCE SHEETS  
January 29, 2011**

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated Total
<b>ASSETS</b>					
Cash and cash equivalents	\$ 41,130	\$ 809	\$ 2,155	\$ —	\$ 44,094
Receivables, net	10,969	3,431	44,897	(9,120)	50,177
Inventories, net	(13,234)	86,747	11,889	(64)	85,338
Prepaid expenses and deferred tax assets, net	19,756	12,671	3,018	(3,886)	31,559
Assets related to discontinued operations, net	46,418	324	11,003	—	57,745
<b>Total current assets</b>	<b>105,039</b>	<b>103,982</b>	<b>72,962</b>	<b>(13,070)</b>	<b>268,913</b>
Property and equipment, net	7,182	72,323	4,390	—	83,895
Goodwill and intangible assets, net	—	159,543	24,003	—	183,546
Other non-current assets, net	579,130	143,459	4,101	(704,573)	22,117
<b>Total Assets</b>	<b>\$ 691,351</b>	<b>\$ 479,307</b>	<b>\$ 105,456</b>	<b>\$ (717,643)</b>	<b>\$ 558,471</b>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>					
Current liabilities related to continuing operations	\$ 13,978	\$ 59,255	\$ 41,170	\$ (8,097)	\$ 106,306
Current liabilities related to discontinued operations	32,379	—	8,406	—	40,785
Long-term debt, less current maturities	147,065	—	—	—	147,065
Other non-current liabilities	322,237	(301,271)	143,113	(108,638)	55,441
Non-current deferred income taxes	(4,336)	26,944	6,332	(94)	28,846
Total shareholders'/invested equity	180,028	694,379	(93,565)	(600,814)	180,028
<b>Total Liabilities and Shareholders' Equity</b>	<b>\$ 691,351</b>	<b>\$ 479,307</b>	<b>\$ 105,456</b>	<b>\$ (717,643)</b>	<b>\$ 558,471</b>

OXFORD INDUSTRIES, INC.

NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

Note 16. Condensed Consolidating Financial Statements (Continued)

January 30, 2010

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated Total
<b>ASSETS</b>					
Cash and cash equivalents	\$ 5,933	\$ 503	\$ 1,852	\$ —	\$ 8,288
Receivables, net	11,251	2,868	40,486	(9,915)	44,690
Inventories, net	(9,896)	57,217	11,856	(997)	58,180
Prepaid expenses and deferred tax assets, net	16,347	8,851	3,103	(3,918)	24,383
Assets related to discontinued operations, net	43,805	6,631	5,929	—	56,365
Total current assets	67,440	76,070	63,226	(14,830)	191,906
Property and equipment, net	8,398	64,442	5,585	—	78,425
Intangible assets, net	—	112,882	24,580	—	137,462
Other non-current assets, net	490,554	142,827	3,819	(619,819)	17,381
Total Assets	<u>\$ 566,392</u>	<u>\$ 396,221</u>	<u>\$ 97,210</u>	<u>\$ (634,649)</u>	<u>\$ 425,174</u>
<b>LIABILITIES AND SHAREHOLDERS' EQUITY</b>					
Current liabilities related to continuing operations	\$ 27,108	\$ 27,974	\$ 32,076	\$ (9,650)	\$ 77,508
Current liabilities related to discontinued operations	12,332	—	6,610	—	18,942
Long-term debt, less current maturities	146,408	—	—	—	146,408
Other non-current liabilities	280,138	(268,351)	145,486	(107,795)	49,478
Non-current deferred income taxes	(4,011)	26,605	6,794	(967)	28,421
Total shareholders'/invested equity	104,417	609,993	(93,756)	(516,237)	104,417
Total Liabilities and Shareholders' Equity	<u>\$ 566,392</u>	<u>\$ 396,221</u>	<u>\$ 97,210</u>	<u>\$ (634,649)</u>	<u>\$ 425,174</u>



**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 16. Condensed Consolidating Financial Statements (Continued)**

**OXFORD INDUSTRIES, INC.  
CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS  
Fiscal 2010**

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated Total
Net sales	\$ 112,270	\$ 435,599	\$ 85,308	\$ (29,230)	\$ 603,947
Cost of goods sold	77,481	178,776	35,780	(15,497)	276,540
Gross profit	34,789	256,823	49,528	(13,733)	327,407
SG&A including amortization of intangible assets and change in fair value of contingent consideration	33,982	231,246	52,813	(15,866)	302,175
Royalties and other operating income (loss)	1,118	8,830	7,343	(1,861)	15,430
Operating income	1,925	34,407	4,058	272	40,662
Interest (income) expense, net	21,492	(4,548)	2,949	(6)	19,887
Income from equity investment	25,863	—	—	(25,863)	—
Earnings from continuing operations before income taxes	6,296	38,955	1,109	(25,585)	20,775
Income taxes (benefit)	(12,115)	15,212	1,346	97	4,540
Earnings (loss) from continuing operations	18,411	23,743	(237)	(25,682)	16,235
Earnings from discontinued operations, net of taxes	60,068	1,409	946	—	62,423
Net earnings (loss)	\$ 78,479	\$ 25,152	\$ 709	\$ (25,682)	\$ 78,658

**Fiscal 2009**

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated Total
Net sales	\$ 120,148	\$ 395,982	\$ 98,394	\$ (29,218)	\$ 585,306
Cost of goods sold	95,183	166,381	49,224	(16,295)	294,493
Gross profit	24,965	229,601	49,170	(12,923)	290,813
SG&A including amortization of intangible assets	27,663	215,834	54,081	(13,872)	283,706
Royalties and other operating income (loss)	18	5,812	6,373	(400)	11,803
Operating income (loss)	(2,680)	19,579	1,462	549	18,910
Interest (income) expense, net	22,323	(4,930)	3,453	(377)	20,469
Income (loss) from equity investment	13,539	—	—	(13,539)	—
Earnings (loss) from continuing operations before income taxes	(11,464)	24,509	(1,991)	(12,613)	(1,559)
Income taxes (benefit)	(12,249)	8,376	603	325	(2,945)
Earnings from continuing operations	785	16,133	(2,594)	(12,938)	1,386
Earnings from discontinued operations, net of taxes	9,825	1,769	1,644	—	13,238
Net earnings (loss)	\$ 10,610	\$ 17,902	\$ (950)	\$ (12,938)	\$ 14,624

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

## Note 16. Condensed Consolidating Financial Statements (Continued)

OXFORD INDUSTRIES, INC.  
CONDENSED CONSOLIDATING STATEMENTS OF OPERATIONS  
Fiscal 2008

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated Total
Net sales	\$ 138,186	\$ 460,597	\$ 140,008	\$ (39,727)	\$ 699,064
Cost of goods sold	113,251	208,168	64,617	(22,584)	363,452
Gross profit	24,935	252,429	75,391	(17,143)	335,612
SG&A including amortization and impairment of intangible assets goodwill	35,820	429,483	186,833	(16,462)	635,674
Royalties and other operating income (loss)	485	8,718	6,814	(356)	15,661
Operating income (loss)	(10,400)	(168,336)	(104,628)	(1,037)	(284,401)
Interest (income) expense, net including gain on repurchase of 8 <sup>7</sup> / <sub>8</sub> % Senior Unsecured Notes	15,696	(11,193)	9,049	(2)	13,550
Income (loss) from equity investment	(259,608)	—	—	259,608	—
Earnings (loss) from continuing operations before income taxes	(285,704)	(157,143)	(113,677)	258,573	(297,951)
Income taxes (benefit)	(8,272)	832	(12,043)	(362)	(19,845)
Earnings (loss) from continuing operations	(277,432)	(157,975)	(101,634)	258,935	(278,106)
Earnings (loss) from discontinued operations, net of taxes	6,871	(937)	715	—	6,649
Net earnings (loss)	\$ (270,561)	\$ (158,912)	\$ (100,919)	\$ 258,935	\$ (271,457)

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

## Note 16. Condensed Consolidating Financial Statements (Continued)

OXFORD INDUSTRIES, INC.  
CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS  
Fiscal 2010

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated Total
Cash Flows From Operating Activities:					
Net cash provided by (used in) operating activities	\$ (18,158)	\$ 47,879	\$ 6,203	\$ (233)	\$ 35,691
Cash Flows from Investing Activities:					
Net cash used in investing activities	(60,026)	(10,884)	(643)	—	(71,553)
Cash Flows from Financing Activities:					
Repayments of company owned life insurance policy loans	(4,125)	—	—	—	(4,125)
Proceeds from issuance of common stock	177	—	—	—	177
Change in intercompany payable	44,288	(42,491)	(2,030)	233	—
Dividends on common stock	(7,275)	—	—	—	(7,275)
Net cash provided by (used in) financing activities	33,065	(42,491)	(2,030)	233	(11,223)
Cash Flows from Discontinued Operations:					
Net cash provided by (used in) discontinued operations	80,316	5,802	(3,258)	—	82,860
Net change in Cash and Cash Equivalents	35,197	306	272	—	35,775
Effect of foreign currency translation	—	—	31	—	31
Cash and Cash Equivalents at the Beginning of Period	5,933	503	1,852	—	8,288
Cash and Cash Equivalents at the End of Period	<u>\$ 41,130</u>	<u>\$ 809</u>	<u>\$ 2,155</u>	<u>\$ —</u>	<u>\$ 44,094</u>

## OXFORD INDUSTRIES, INC.

## NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)

January 29, 2011

## Note 16. Condensed Consolidating Financial Statements (Continued)

OXFORD INDUSTRIES, INC.  
CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS  
Fiscal 2009

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated Total
<b>Cash Flows From Operating Activities:</b>					
Net cash provided by (used in) operating activities	\$ 8,953	\$ 51,203	\$ 593	\$ 226	\$ 60,975
<b>Cash Flows from Investing Activities:</b>					
Net cash used in investing activities	(5,851)	(6,927)	(2,132)	3,613	(11,297)
<b>Cash Flows from Financing Activities:</b>					
Change in debt	(27,722)	—	(5,598)	—	(33,320)
Repurchase of 8 <sup>7</sup> / <sub>8</sub> % Senior Unsecured Notes	(166,805)	—	—	—	(166,805)
Proceeds from the issuance of 11 <sup>3</sup> / <sub>8</sub> % Senior Secured Notes	146,029	—	—	—	146,029
Deferred financing costs paid	(5,049)	—	—	—	(5,049)
Proceeds from issuance of common stock	8	—	—	—	8
Equity contribution received	—	—	3,613	(3,613)	—
Change in intercompany payable	44,507	(44,177)	(104)	(226)	—
Dividends on common stock	(5,889)	—	—	—	(5,889)
Net cash provided by (used in) financing activities	(14,921)	(44,177)	(2,089)	(3,839)	(65,026)
<b>Cash Flows from Discontinued Operations:</b>					
Net cash provided by discontinued operations	16,225	300	4,054	—	20,579
Net change in Cash and Cash Equivalents	4,406	399	426	—	5,231
Effect of foreign currency translation	—	—	(233)	—	(233)
Cash and Cash Equivalents at the Beginning of Period	1,527	104	1,659	—	3,290
Cash and Cash Equivalents at the End of Period	\$ 5,933	\$ 503	\$ 1,852	\$ —	\$ 8,288

**OXFORD INDUSTRIES, INC.**

**NOTES TO CONSOLIDATED FINANCIAL STATEMENTS (Continued)**

**January 29, 2011**

**Note 16. Condensed Consolidating Financial Statements (Continued)**

**OXFORD INDUSTRIES, INC.  
CONDENSED CONSOLIDATING STATEMENTS OF CASH FLOWS  
Fiscal 2008**

	Oxford Industries (Parent)	Subsidiary Guarantors	Subsidiary Non- Guarantors	Consolidating Adjustments	Consolidated Total
<b>Cash Flows From Operating Activities:</b>					
Net cash provided by (used in) operating activities	\$ 16,042	\$ 48,023	\$ (12,005)	\$ (211)	\$ 51,849
<b>Cash Flows from Investing Activities:</b>					
Net cash used in investing activities	(2,183)	(16,014)	(1,604)	—	(19,801)
<b>Cash Flows from Financing Activities:</b>					
Change in debt	(45,177)	(1)	6,434	—	(38,744)
Repurchase of 8 <sup>7</sup> / <sub>8</sub> % Senior Unsecured Notes	(24,971)	—	—	—	(24,971)
Deferred financing costs paid	(1,664)	—	—	—	(1,664)
Proceeds from issuance of common stock	91	—	—	—	91
Change in intercompany payable	(22,538)	22,847	(520)	211	—
Dividends on common stock	50,407	(58,862)	(5,958)	—	(14,413)
Net cash provided by (used in) financing activities	(43,852)	(36,016)	(44)	211	(79,701)
<b>Cash Flows from Discontinued Operations:</b>					
Net cash provided by (used in) discontinued operations	29,420	3,673	3,982	—	37,075
<b>Net change in Cash and Cash Equivalents</b>	<b>(573)</b>	<b>(334)</b>	<b>(9,671)</b>	<b>—</b>	<b>(10,578)</b>
Effect of foreign currency translation	—	—	(1,044)	—	(1,044)
Cash and Cash Equivalents at the Beginning of Period	2,100	438	12,374	—	14,912
Cash and Cash Equivalents at the End of Period	<u>\$ 1,527</u>	<u>\$ 104</u>	<u>\$ 1,659</u>	<u>\$ —</u>	<u>\$ 3,290</u>

**SCHEDULE II**  
**Oxford Industries, Inc.**

**Valuation and Qualifying Accounts**

Column A	Column B	Column C		Column D	Column E
Description	Balance at Beginning of Period	Additions Charged to Costs and Expenses	Charged to Other Accounts— Describe (In thousands)	Deductions— Describe	Balance at End of Period
<b>Fiscal 2010</b>					
Deducted from asset accounts:					
Accounts receivable reserves(1)	\$ 8,817	\$ 10,068	\$ 1,341(3)	\$ (11,048)(4)	\$ 9,178
Allowance for doubtful accounts(2)	1,571	(89)	1,355(3)	(278)(5)	2,559
<b>Fiscal 2009</b>					
Deducted from asset accounts:					
Accounts receivable reserves(1)	\$ 9,417	\$ 10,218	—	\$ (10,818)(4)	\$ 8,817
Allowance for doubtful accounts(2)	1,857	1,466	—	(1,752)(5)	1,571
<b>Fiscal 2008</b>					
Deducted from asset accounts:					
Accounts receivable reserves(1)	\$ 9,201	\$ 11,794	—	\$ (11,578)(4)	\$ 9,417
Allowance for doubtful accounts(2)	1,073	1,776	—	(992)(5)	1,857

- (1) Accounts receivable reserves include estimated reserves for allowances, returns and discounts related to our wholesale operations as discussed in our significant accounting policy disclosure for Revenue Recognition and Accounts Receivable in Note 1 of our consolidated financial statements.
- (2) Allowance for doubtful accounts consists of amounts reserved for our estimate of a customer's inability to meet its financial obligations as discussed in our significant accounting policy disclosure for Revenue Recognition and Accounts Receivable in Note 1 of our consolidated financial statements.
- (3) Addition due to the acquisition of Lilly Pulitzer in December 2010.
- (4) Principally amounts written off related to customer allowances, returns and discounts.
- (5) Principally accounts written off as uncollectible.

**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Shareholders of Oxford Industries, Inc.

We have audited the accompanying consolidated balance sheets of Oxford Industries, Inc. (the Company) as of January 29, 2011 and January 30, 2010, and the related consolidated statements of operations, shareholders' equity, and cash flows for each of the three years in the period ended January 29, 2011. Our audits also included the financial statement schedule listed in the Index at Item 15(a). These financial statements and schedule are the responsibility of the Company's management. Our responsibility is to express an opinion on these financial statements and schedule based on our audits.

We conducted our audits in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether the financial statements are free of material misstatement. An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements. An audit also includes assessing the accounting principles used and significant estimates made by management, as well as evaluating the overall financial statement presentation. We believe that our audits provide a reasonable basis for our opinion.

In our opinion, the consolidated financial statements referred to above present fairly, in all material respects, the consolidated financial position of Oxford Industries, Inc. at January 29, 2011 and January 30, 2010, and the consolidated results of its operations and its cash flows for each of the three years in the period ended January 29, 2011, in conformity with U.S. generally accepted accounting principles. Also, in our opinion, the related financial statement schedule, when considered in relation to the basic financial statements taken as a whole, presents fairly in all material respects the information set forth therein.

We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), Oxford Industries, Inc.'s internal control over financial reporting as of January 29, 2011, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission and our report dated March 31, 2011 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Atlanta, Georgia  
March 31, 2011

**Item 9. Changes in and Disagreements with Accountants on Accounting and Financial Disclosure**

None.

**Item 9A. Controls and Procedures**

Our principal executive officer and principal financial officer have evaluated the effectiveness of our disclosure controls and procedures (as defined in Rules 13a-15(e) and 15d-15(e) under the Securities Exchange Act) as of the end of the period covered by this report. Based upon that evaluation, our principal executive officer and principal financial officer concluded that, as of the end of the period covered by this report, our disclosure controls and procedures were effective in ensuring that information required to be disclosed by us in our Securities Exchange Act reports is recorded, processed, summarized and reported within the time periods specified in the SEC's rules and forms, and that such information is accumulated and communicated to our management, including our principal executive officer and principal financial officer, as appropriate, to allow timely decisions regarding required disclosure.

There have not been any changes in our internal control over financial reporting (as such term is defined in Rule 13a-15(f) and 15d-15(f) under the Securities Exchange Act) during the fourth quarter of fiscal 2010 that have materially affected, or are reasonably likely to materially affect, our internal control over financial reporting.

**Report of Management on Internal Control Over Financial Reporting**

Our management is responsible for establishing and maintaining adequate internal control over financial reporting (as such term is defined in Rules 13a-15(f) and 15d-15(f) under the Securities Exchange Act of 1934). Our internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of our consolidated financial statements for external purposes in accordance with accounting principles generally accepted in the United States.

Our internal control over financial reporting is supported by a program of appropriate reviews by management, written policies and guidelines, careful selection and training of qualified personnel, and a written code of conduct. Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. In addition, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

On December 21, 2010, we completed our acquisition of Sugartown. Sugartown's results of operations are included in our consolidated financial statements from the date of acquisition. As permitted by the SEC, we have elected to exclude Sugartown from our assessment of the effectiveness of our internal control over financial reporting as of January 29, 2011. Total assets and net sales of Sugartown represent 14% and 1%, respectively, of our total assets and net sales as reported in our consolidated financial statements for fiscal 2010.

We assessed the effectiveness of our internal control over financial reporting as of January 29, 2011. In making this assessment, management used the criteria set forth by the Committee of Sponsoring Organizations of the Treadway Commission (COSO) in the *Internal Control—Integrated Framework*. Based on this assessment, we believe that our internal control over financial reporting was effective as of January 29, 2011.



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Ernst & Young LLP, our independent registered public accounting firm, has audited our internal control over financial reporting as of January 29, 2011, and its report thereon is included herein.

/s/ J. HICKS LANIER

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J. Hicks Lanier  
*Chairman and Chief Executive Officer*  
*(Principal Executive Officer)*

March 31, 2011

/s/ K. SCOTT GRASSMYER

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K. Scott Grassmyer  
*Senior Vice President, Chief Financial Officer and Controller*  
*(Principal Financial Officer)*

March 31, 2011

**Report of Independent Registered Public Accounting Firm**

The Board of Directors and Shareholders of Oxford Industries, Inc.

We have audited Oxford Industries, Inc.'s (the Company's) internal control over financial reporting as of January 29, 2011, based on criteria established in Internal Control—Integrated Framework issued by the Committee of Sponsoring Organizations of the Treadway Commission (the COSO criteria). Oxford Industries, Inc.'s management is responsible for maintaining effective internal control over financial reporting, and for its assessment of the effectiveness of internal control over financial reporting included in the accompanying Report of Management on Internal Control over Financial Reporting. Our responsibility is to express an opinion on the Company's internal control over financial reporting based on our audit.

We conducted our audit in accordance with the standards of the Public Company Accounting Oversight Board (United States). Those standards require that we plan and perform the audit to obtain reasonable assurance about whether effective internal control over financial reporting was maintained in all material respects. Our audit included obtaining an understanding of internal control over financial reporting, assessing the risk that a material weakness exists, testing and evaluating the design and operating effectiveness of internal control based on the assessed risk, and performing such other procedures as we considered necessary in the circumstances. We believe that our audit provides a reasonable basis for our opinion.

A company's internal control over financial reporting is a process designed to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles. A company's internal control over financial reporting includes those policies and procedures that (1) pertain to the maintenance of records that, in reasonable detail, accurately and fairly reflect the transactions and dispositions of the assets of the company; (2) provide reasonable assurance that transactions are recorded as necessary to permit preparation of financial statements in accordance with generally accepted accounting principles, and that receipts and expenditures of the company are being made only in accordance with authorizations of management and directors of the company; and (3) provide reasonable assurance regarding prevention or timely detection of unauthorized acquisition, use, or disposition of the company's assets that could have a material effect on the financial statements.

Because of its inherent limitations, internal control over financial reporting may not prevent or detect misstatements. Also, projections of any evaluation of effectiveness to future periods are subject to the risk that controls may become inadequate because of changes in conditions, or that the degree of compliance with the policies or procedures may deteriorate.

As indicated in the accompanying Report of Management on Internal Control over Financial Reporting, management's assessment of and conclusion on the effectiveness of internal control over financial reporting did not include the internal controls of Sugartown Worldwide, Inc., which is included in the fiscal 2010 consolidated financial statements of Oxford Industries, Inc. and constituted approximately 14% of total assets as of January 29, 2011 and approximately 1% of net sales for the year then ended. Our audit of internal control over financial reporting of Oxford Industries, Inc. also did not include an evaluation of the internal control over financial reporting of Sugartown Worldwide, Inc.

In our opinion, Oxford Industries, Inc. maintained, in all material respects, effective internal control over financial reporting as of January 29, 2011, based on the COSO criteria.

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We also have audited, in accordance with the standards of the Public Company Accounting Oversight Board (United States), the fiscal 2010 consolidated financial statements of Oxford Industries, Inc., and our report dated March 31, 2011 expressed an unqualified opinion thereon.

/s/ Ernst & Young LLP

Atlanta, Georgia  
March 31, 2011

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**Item 9B. Other Information**

None

**PART III**

**Item 10. Directors, Executive Officers and Corporate Governance**

The following table sets forth certain information concerning the members of our Board of Directors as of January 29, 2011:

<b>Name</b>	<b>Principal Occupation</b>
Cecil D. Conlee	Mr. Conlee is Chairman of CGR Advisors, a real estate advisory company.
George C. Guynn	Mr. Guynn is the retired President and CEO of the Federal Reserve Bank of Atlanta.
John R. Holder	Mr. Holder is Chairman and Chief Executive Officer of Holder Properties, a commercial real estate development company.
J. Hicks Lanier	Mr. Lanier is our Chairman and Chief Executive Officer.
J. Reese Lanier	Mr. Lanier was self-employed in farming and related businesses until his retirement in 2009.
Dennis M. Love	Mr. Love is President and Chief Executive Officer of Printpack Inc., a manufacturer of flexible and specialty rigid packaging.
Clarence H. Smith	Mr. Smith is President and Chief Executive Officer of Haverty Furniture Companies, Inc., a home furnishings retailer.
Helen B. Weeks	Ms. Weeks founded Ballard Designs, Inc., a home furnishing catalog business, in 1983 and served as Chief Executive Officer until she retired in 2002.
E. Jenner Wood III	Mr. Wood is Chairman, President and CEO of SunTrust Bank, Atlanta/Georgia Division

The following table sets forth certain information concerning our executive officers as of January 29, 2011:

<b>Name</b>	<b>Position Held</b>
J. Hicks Lanier	Chairman and Chief Executive Officer
Scott A. Beaumont	CEO, Lilly Pulitzer Group
Thomas E. Campbell	Senior Vice President—Law, General Counsel and Secretary
Thomas C. Chubb III	President
K. Scott Grassmyer	Senior Vice President, Chief Financial Officer and Controller
Dennis D. MacCulloch	President, Lanier Clothes
Panayiotis P. Philippou	CEO, Ben Sherman Group
Terry R. Pillow	CEO, Tommy Bahama Group

Additional information required by this Item 10 of Part III will appear in our definitive proxy statement under the headings "Corporate Governance and Board Matters—Directors," "Executive Officers," "Common Stock Ownership by Management and Certain Beneficial Owners—Section 16(a)

Beneficial Ownership Reporting Compliance," "Corporate Governance and Board Matters—Corporate Governance Guidelines; Conduct Policies," and "Corporate Governance and Board Matters—Board Meetings and Committees of our Board of Directors," and is incorporated herein by reference.

Our Board of Directors has adopted a code of ethical conduct for our Principal Executive Officer, our Principal Financial Officer, and other designated key financial associates. Additionally, our Board of Directors has adopted a conflict of interest and business ethics policy for all of our employees. Our employees are expected to adhere at all times to these policies, as applicable. We have posted both of these codes on our website, [www.oxfordinc.com](http://www.oxfordinc.com). We will provide, at no cost, copies of these codes to any person who requests copies as described in Part I, Item 1. "Business—Available Information." We will also disclose any amendments or waivers to our code of ethical conduct on our website.

**Item 11. *Executive Compensation***

The information required by this Item 11 of Part III will appear in our definitive proxy statement under the headings "Corporate Governance and Board Matters—Director Compensation," "Executive Compensation," "Nominating, Compensation & Governance Committee Report" and "Compensation Committee Interlocks and Insider Participation" and is incorporated herein by reference.

**Item 12. *Security Ownership of Certain Beneficial Owners and Management and Related Stockholder Matters***

The information required by this Item 12 of Part III will appear in our definitive proxy statement under the headings "Equity Compensation Plan Information" and "Common Stock Ownership by Management and Certain Beneficial Owners" and is incorporated herein by reference.

**Item 13. *Certain Relationships and Related Transactions, and Director Independence***

The information required by this Item 13 of Part III will appear in our definitive proxy statement under the headings "Certain Relationships and Related Transactions" and "Corporate Governance and Board Matters—Director Independence" and is incorporated herein by reference.

**Item 14. *Principal Accountant Fees and Services***

The information required by this Item 14 of Part III will appear in our definitive proxy statement under the heading "Audit-Related Matters—Fees Paid to Independent Registered Public Accounting Firm" and "Audit-Related Matters—Audit Committee Pre-Approval of Audit and Permissible Non-Audit Services of Independent Auditors" and is incorporated herein by reference.

**PART IV**

**Item 15. *Exhibits and Financial Statement Schedules***

(a) *1. Financial Statements*

The following consolidated financial statements are included in Part II, Item 8 of this report:

- Consolidated Balance Sheets as of January 29, 2011 and January 30, 2010.
- Consolidated Statements of Operations for fiscal 2010, fiscal 2009 and fiscal 2008.
- Consolidated Statements of Shareholders' Equity for fiscal 2010, fiscal 2009 and fiscal 2008.
- Consolidated Statements of Cash Flows for fiscal 2010, fiscal 2009 and fiscal 2008.
- Notes to Consolidated Financial Statements for fiscal 2010, fiscal 2009 and fiscal 2008.

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### 2. *Financial Statement Schedules*

- Schedule II—Valuation and Qualifying Accounts

All other schedules for which provisions are made in the applicable accounting regulation of the SEC are not required under the related instructions or are inapplicable and, therefore, have been omitted.

#### *(b) Exhibits*

- 2.1 Purchase Agreement, dated as of November 22, 2010, among LF USA Inc., Oxford Industries, Inc., Piedmont Apparel Corporation, Tommy Bahama International, Pte. Ltd. and Oxford Product (International) Limited. Incorporated by reference to Exhibit 2.1 to the Company's Form 8-K filed on November 22, 2010.
- 2.2 Stock Purchase Agreement, dated as of December 21, 2010, by and among Oxford Industries, Inc., Sugartown Worldwide, Inc., SWI Holdings, Inc. and the other sellers party thereto. Incorporated by reference to Exhibit 2.1 to the Company's Form 8-K filed on December 21, 2010.
- 3.1 Restated Articles of Incorporation of Oxford Industries, Inc. Incorporated by reference to Exhibit 3.1 to the Company's Form 10-Q for the fiscal quarter ended August 29, 2003.
- 3.2 Bylaws of Oxford Industries, Inc., as amended. Incorporated by reference to Exhibit 3.1 to the Company's Form 8-K filed on June 17, 2009.
- 4.1 Indenture, dated June 30, 2009, among Oxford Industries, Inc., the Guarantors party thereto and U.S. Bank National Association, as trustee. Incorporated by reference to Exhibit 4.1 to the Company's Form 8-K filed on July 2, 2009.
- 4.2 Form of 11.375% Senior Secured Note due 2015. Incorporated by reference to Exhibit 4.2 to the Company's Form 8-K filed on July 2, 2009.
- 10.1 1997 Stock Option Plan, as amended. Incorporated by reference to Exhibit 10(a) to the Company's Form 10-K for the fiscal year ended May 31, 2002.†
- 10.2 Second Amendment to the 1997 Stock Option Plan. Incorporated by reference to Exhibit 10(s) to the Company's Form 10-K for the fiscal year ended June 2, 2006.†
- 10.3 Amended and Restated Long-Term Stock Incentive Plan, effective as of March 26, 2009. Incorporated by reference to Appendix A to the Company's Proxy Statement for its Annual Meeting of Shareholders held June 15, 2009, filed on May 11, 2009.†
- 10.4 Form of Restricted Stock Agreement. Incorporated by reference to Exhibit 10(y) to the Company's Form 10-KT for the eight month transition period ended February 2, 2008.†
- 10.5 Form of Oxford Industries, Inc. 2009 Restricted Stock Agreement. Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on June 17, 2009.†
- 10.6 Oxford Industries, Inc. Executive Performance Incentive Plan (as amended and restated, effective March 27, 2008). Incorporated by reference to Appendix A to the Company's Proxy Statement for its Annual Meeting of Shareholders held June 16, 2008, filed on May 13, 2008.†
- 10.7 Executive Medical Plan. Incorporated by reference to Exhibit 10(d) to the Company's Form 10-K for the fiscal year ended June 3, 2005.†
- 10.8 Employment Offer Letter to Knowlton J. O'Reilly. Incorporated by reference to Exhibit 10.5 to the Company's Form 10-Q for the fiscal quarter ended November 30, 2007.†

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- 10.9 Employment Offer Letter to Terry R. Pillow. Incorporated by reference to Exhibit 10(a) to the Company's Form 10-Q for the fiscal quarter ended August 2, 2008.†
- 10.10 Second Amended and Restated Credit Agreement, dated as of August 15, 2008, by and among Oxford Industries, Inc., Tommy Bahama Group, Inc., the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as lenders, the financial institutions party thereto from time to time as Issuing Banks and SunTrust Bank, as administrative agent.\*/\*\
- 10.11 Amended and Restated Pledge and Security Agreement, dated as of August 15, 2008, among Oxford Industries, Inc., the other Grantors party thereto and SunTrust Bank, as administrative agent.\*
- 10.12 Second Amended and Restated Pledge and Security Agreement, dated June 30, 2009, among Oxford Industries, Inc., the other Grantors party thereto and SunTrust Bank, as administrative agent.\*
- 10.13 Intercreditor Agreement, dated June 30, 2009, between U.S. Bank National Association, as trustee and as collateral agent under the Indenture, and SunTrust Bank, as agent under the ABL Credit Agreement, as acknowledged by the Company and the subsidiaries party thereto. Incorporated by reference to Exhibit 10.1 to the Company's Form 8-K filed on July 2, 2009.
- 10.14 Registration Rights Agreement, dated June 30, 2009, among Oxford Industries, Inc., the guarantors party thereto, Banc of America Securities LLC, SunTrust Robinson Humphrey, Inc., Credit Suisse Securities (USA) LLC, BB&T Capital Markets, a Division of Scott & Stringfellow, LLC, Morgan Keegan & Company, Inc, Barclays Capital Inc. and PNC Capital Markets LLC. Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on July 2, 2009.
- 10.15 Security Agreement, dated June 30, 2009, among Oxford Industries, Inc., the other Grantors party thereto, U.S. Bank National Association, as collateral agent and as trustee, and each Additional Pari Passu Agent from time to time party thereto.\*
- 10.16 Letter agreement between the Company and Mr. Knowlton J. O'Reilly.†
- 10.17 Agreement dated as of January 30, 2010 between Ben Sherman Limited and Miles Gray.\*†
- 10.18 Oxford Industries, Inc. Deferred Compensation Plan, as amended and restated effective September 1, 2010. Incorporated by reference to Exhibit 10.2 to the Company's Form 8-K filed on July 2, 2009.†
- 10.19 First Amendment to the Oxford Industries, Inc. Deferred Compensation Plan, as amended and restated effective September 1, 2010.\*†
- 10.20 Earnout Agreement, dated as of December 21, 2010, by and among Oxford Industries, Inc., Sugartown Worldwide, Inc., SWI Holdings, Inc. and the other parties thereto.\*
- 10.21 Employment Agreement, dated as of December 21, 2010, by and between Sugartown Worldwide, Inc. and Scott A. Beaumont.\*†
- 21 List of Subsidiaries.\*
- 23 Consent of Independent Registered Public Accounting Firm.\*
- 24 Powers of Attorney.\*
- 31.1 Certification by Chief Executive Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.\*

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31.2 Certification by Chief Financial Officer pursuant to Section 302 of the Sarbanes-Oxley Act of 2002.\*

32 Certification by Chief Executive Officer and Chief Financial Officer pursuant to Section 906 of the Sarbanes-Oxley Act of 2002.\*

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\* Filed herewith

† Management contract or compensation plan or arrangement required to be filed as an exhibit to this form pursuant to Item 15(b) of this report.

/s\ Application has been made to the SEC for confidential treatment of certain provisions of this exhibit. Omitted material for which confidential treatment has been requested has been filed separately with the SEC.

We agree to file upon request of the SEC a copy of all agreements evidencing long-term debt of ours omitted from this report pursuant to Item 601(b)(4) (iii) of Regulation S-K.

Shareholders may obtain copies of Exhibits without charge upon written request to the Corporate Secretary, Oxford Industries, Inc., 222 Piedmont Avenue, N.E., Atlanta, Georgia 30308.





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<u>Signature</u>	<u>Capacity</u>	<u>Date</u>
<p style="text-align: center;">* _____ Clarence H. Smith</p>	Director	March 31, 2011
<p style="text-align: center;">_____ Helen B. Weeks</p>	Director	
<p style="text-align: center;">* _____ E. Jenner Wood</p>	Director	March 31, 2011
<p>*By <u>          /s/ THOMAS E. CAMPBELL</u>           Thomas E. Campbell           <i>as Attorney-in-Fact</i></p>		



Note: Certain material has been omitted from this Second Amended and Restated Credit Agreement in accordance with a request for confidential treatment submitted to the Securities and Exchange Commission. [\*\*\*\*\*] indicates omitted material. The omitted material has been filed separately with the Securities and Exchange Commission.

SECOND AMENDED AND RESTATED CREDIT AGREEMENT

by and among

OXFORD INDUSTRIES, INC. and  
TOMMY BAHAMA GROUP, INC.,  
as the Borrowers,

The Persons party hereto as the Guarantors,

The financial institutions party hereto as the Lenders,

The financial institutions party hereto as the Issuing Banks,

SUNTRUST BANK,  
as the Administrative Agent,

BANK OF AMERICA, N.A.,  
as Syndication Agent,

and

SUNTRUST ROBINSON HUMPHREY, INC.,  
as Lead Arranger and Bookrunner

August 15, 2008

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SECOND AMENDED AND RESTATED CREDIT AGREEMENT

THIS SECOND AMENDED AND RESTATED CREDIT AGREEMENT, dated as of August 15, 2008, is made by and among OXFORD INDUSTRIES, INC., a Georgia corporation ("Parent"), TOMMY BAHAMA GROUP, INC., a Delaware corporation ("TBG"; together with Parent, each referred to herein individually as a "Borrower" and, collectively, as the "Borrowers"), the Persons party hereto from time to time as Guarantors, the financial institutions party hereto from time to time as Lenders, the financial institutions party hereto from time to time as the Issuing Banks, and SUNTRUST BANK, as the Administrative Agent.

WITNESSETH:

**WHEREAS**, a credit facility was extended to Parent and certain of its Subsidiaries, as borrowers (the "2003 Borrowers"), pursuant to the terms and conditions of that certain Credit Agreement dated as of June 13, 2003 (as amended, restated, supplemented or otherwise modified from time to time prior to July 28, 2004, the "2003 Credit Agreement"), by and among the 2003 Borrowers, certain subsidiaries of the 2003 Borrowers party thereto as Guarantors (as defined in the 2003 Credit Agreement), certain financial institutions party thereto as Lenders (as defined in the 2003 Credit Agreement), the financial institutions party thereto as Issuing Banks (as defined in the 2003 Credit Agreement), Merrill Lynch Capital (a division of Merrill Lynch Business Financial Services Inc.), as Syndication Agent (as defined in the 2003 Credit Agreement), and SunTrust Bank, as Administrative Agent;

**WHEREAS**, the 2003 Credit Agreement was amended and restated on July 28, 2004 by that certain Amended and Restated Credit Agreement dated as of July 28, 2004 (as amended, restated, supplemented or otherwise modified from time to time prior to date hereof, the "Existing Credit Agreement") by and among Parent, certain Subsidiaries of Parent as borrowers or guarantors, certain financial institutions parties thereto as Lenders, the Issuing Banks party thereto and the Administrative Agent;

**WHEREAS**, in connection with the Existing Credit Agreement, Borrowers and certain of their subsidiaries executed and delivered the Security Documents (as defined in the Existing Credit Agreement) in favor of the Administrative Agent to secure the payment and performance of the Obligations (as defined under the Existing Credit Agreement);

**WHEREAS**, certain Lenders (as defined in the Existing Credit Agreement) do not desire to be a party to this Agreement and therefore such Lenders, as assignors, and SunTrust Bank, as assignee, have entered into an Assignment and Acceptance of even date herewith, pursuant to which such Lenders have assigned all of their respective Revolving Loan Commitments (as defined in the Existing Credit Agreement) held by

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them under the Existing Credit Agreement to SunTrust Bank, and SunTrust Bank has assumed each of such Lenders' Revolving Loan Commitments (as defined in the Existing Credit Agreement) thereunder;

**WHEREAS**, upon the execution and delivery of this Agreement, pursuant to Section 11.20 of this Agreement, to the extent necessary to achieve the allocation of the Revolving Loan Commitments, SunTrust Bank has assigned a portion of its Revolving Loan Commitment to the other Lenders party hereto;

**WHEREAS**, each Borrower Party (as defined herein) acknowledges and agrees that the security interests and Liens (as defined in the Existing Credit Agreement) granted to the Administrative Agent pursuant to the Existing Credit Agreement and the other Security Documents (as defined in the Existing Credit Agreement), shall remain outstanding and in full force and effect, without interruption or impairment of any kind, in accordance with the Existing Credit Agreement except to the extent such Security Documents are amended, restated, supplemented, terminated, released, satisfied or otherwise modified in connection with this Agreement, and shall continue to secure the Obligations (as defined herein);

**WHEREAS**, each Borrower Party acknowledges and agrees that (a) the Obligations (as defined herein) represent, among other things, the amendment, restatement, renewal, extension, consolidation and modification of the Obligations (as defined in the Existing Credit Agreement) arising in connection with the Existing Credit Agreement and other Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith; (b) the Borrower Parties intend that the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith and the collateral pledged thereunder shall secure, without interruption or impairment of any kind except to the extent the Security Documents (as defined in the Existing Credit Agreement) are amended, restated, supplemented, terminated, released, satisfied or otherwise modified in connection with this Agreement, all existing Obligations (as defined in the Existing Credit Agreement) under the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith, as they may be amended, restated, renewed, extended, consolidated and modified hereunder, together with all other obligations hereunder; (c) all Liens (as defined in the Existing Credit Agreement) evidenced by the Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith are hereby ratified, confirmed and continued except to the extent such Loan Documents are amended, restated, supplemented, terminated, released, satisfied or otherwise modified in connection with this Agreement; and (d) the Loan Documents (as defined herein) are intended to restate, renew, extend, consolidate, amend and modify the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith;

**WHEREAS**, each party hereto intends that (a) the provisions of the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith, to the extent restated, renewed, extended, consolidated, amended and modified hereby and by the other Loan Documents (as defined herein), are hereby superseded and replaced by the provisions hereof and of the other Loan Documents (as defined herein); (b) the Revolving Loan Notes (as defined herein) restate, renew, extend, consolidate, amend, modify, replace, are substituted for and supersede in their entirety, but do not extinguish, the Obligations (as defined in the Existing Credit Agreement) arising under the Revolving Loan Notes (as defined in the Existing Credit Agreement) issued pursuant to the Existing Credit Agreement; and (c) by entering into and performing their respective obligations hereunder, this transaction shall not constitute a novation or an accord and satisfaction;

**NOW, THEREFORE**, in consideration of the premises and the covenants and agreements contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree that the Existing Credit Agreement is hereby amended and restated as follows:

ARTICLE 1.

DEFINITIONS, ACCOUNTING PRINCIPLES AND  
OTHER INTERPRETIVE MATTERS

Section 1.1 Definitions. For the purposes of this Agreement:

“Account Debtor” shall mean any Person who is obligated to make payments in respect of an Account.

“Accounts” shall mean all “accounts,” as such term is defined in the UCC, of each Borrower Party whether now existing or hereafter created or arising, including, without limitation, (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by chattel paper (as defined in the UCC) or instruments (as defined in the UCC)) (including any such obligations that may be characterized as an account or contract right under the UCC), (b) all of each Borrower Party’s rights in, to and under all purchase orders or receipts for goods or services, (c) all of each Borrower Party’s rights to any goods represented by any of the foregoing (including unpaid sellers’ rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all rights to payment due to a Borrower Party for property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, for a secondary obligation incurred or to be incurred, for energy provided or to be provided, for the use or hire of a vessel under a charter or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by such Borrower Party or in connection with any other transaction (whether or not yet earned by performance on the part of such Borrower Party), (e) all health care insurance receivables and (f) all collateral security of

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any kind, given by any Account Debtor or any other Person with respect to any of the foregoing.

“ACH Transactions” shall mean any cash management or related services including the automated clearinghouse transfer of funds by any Lender (or any Affiliate of any Lender) for the account of the Borrower Parties pursuant to agreement or overdrafts.

“Activation Event” shall have the meaning specified in Section 6.15(a).

“Activation Notice” shall have the meaning specified in Section 6.15(a).

“additional amounts” shall have the meaning specified in Section 2.8(b)(i).

“Administrative Agent” shall mean SunTrust Bank, acting as administrative agent for the Lender Group, and any successor Administrative Agent appointed pursuant to Section 10.12.

“Administrative Agent Indemnified Person” shall have the meaning specified in Section 10.10.

“Administrative Agent’s Office” shall mean the office of the Administrative Agent located at 303 Peachtree Street, Twenty-Third Floor, Atlanta, Georgia 30308, Attention: Kevin Harrison, or such other office as may be designated by the Administrative Agent pursuant to the provisions of Section 11.1.

“Administrative Borrower” shall have the meaning specified in Section 13.4.

“Administrative Questionnaire” shall mean a questionnaire substantially in the form of Exhibit A.

“Advance” or “Advances” shall mean amounts of the Loans advanced by the Lenders to, or on behalf of, the Borrowers pursuant to Section 2.2 on the occasion of any borrowing and shall include, without limitation, all Agent Advances and Swing Loans.

“Affiliate” shall mean, with respect to any Person, any other Person that, directly or indirectly, is in control of, is controlled by, or is under common control with such Person, or that is a director, officer, manager or partner of such Person. For purposes of this definition, “control”, when used with respect to any Person, shall mean the direct or indirect beneficial ownership of twenty percent (20%) or more of the outstanding Equity Interests of such Person. For purposes of this definition, “officer,” when used with respect to any Person, shall mean its president, any vice president of such Person in charge of a principal business unit, division or function (such as sales, administration or finance) and any other Person who performs policy making functions for such Person.

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“Agent Advances” shall have the meaning specified in Section 2.1(f).

“Aggregate Commitment Ratio” shall mean, with respect to any Lender, the ratio, expressed as a percentage, of (a) the unutilized Revolving Loan Commitment plus Loans (other than Swing Loans and Agent Advances) outstanding plus participation interests in Letter of Credit Obligations, Swing Loans and Agent Advances outstanding of such Lender, divided by (b) the sum of the aggregate unutilized Revolving Loan Commitment plus Loans (other than Swing Loans and Agent Advances) outstanding plus participation interests in Letter of Credit Obligations, Swing Loans and Agent Advances of all Lenders, which, as of the Agreement Date, are set forth (together with Dollar amounts of the Revolving Loan Commitments) on Schedule 1(a).

“Aggregate Letter of Credit Commitment” shall mean the several obligations of the Issuing Banks to issue (or arrange with a Foreign Issuer for the issuance of) Letters of Credit for the account of any Borrower Party from time to time in an aggregate face amount not to exceed \$175,000,000 pursuant to the terms of this Agreement; provided, however, the aggregate face amount of all outstanding Standby Letters of Credit shall not at any time exceed \$20,000,000.

“Aggregate Revolving Credit Obligations” shall mean, as of any particular time, the sum of (a) the aggregate principal amount of all Revolving Loans then outstanding, plus (b) the aggregate principal amount of all Swing Loans then outstanding, plus (c) the aggregate principal amount of all Agent Advances then outstanding, plus (d) the aggregate principal amount of all Letter of Credit Obligations then outstanding.

“Agreement” shall mean this Second Amended and Restated Credit Agreement, together with all Exhibits and Schedules hereto.

“Agreement Date” shall mean the date as of which this Agreement is dated.

“Anti-Terrorism Laws” shall mean any Applicable Laws relating to terrorism or money laundering, including Executive Order No. 13224 and the USA Patriot Act.

“Applicable Law” shall mean, in respect of any Person, all provisions of constitutions, statutes, rules, regulations, and orders of governmental bodies or regulatory agencies applicable, whether by law or by virtue of contract, to such Person, and all orders and decrees of all courts and arbitrators in proceedings or actions to which the Person in question is a party or by which it is bound.

“Applicable Margin” shall mean that per annum rate of interest determined as follows: with respect to each Advance and issuance of Letters of Credit, the applicable margin shall be (a) from the Agreement Date through (and including) the date two (2) Business Days after the delivery of the Borrowing Base Certificate required pursuant to Section 7.5(a) for the period ended August 2, 2008, (i) 2.00% for Eurodollar Advances, (ii) 0.00% for Base Rate Advances, (iii) 2.00% for Standby Letters of Credit and (iv)

1.25% for Documentary Letters of Credit and (b) thereafter, the applicable margin determined by the Administrative Agent based upon the Average Availability for the fiscal quarter most recently ended (with respect to which the Borrowing Base Certificate referred to below is delivered), effective as of the third Business Day after the Borrowing Base Certificate referred to in Section 7.5(a) is delivered by Parent to the Administrative Agent for such fiscal quarter most recently ended, expressed as a per annum rate of interest as follows:

Level	Average Availability	Applicable Margin		Letter of Credit Fee	
		LIBOR Loans	Base Rate Loans	Standby Letters of Credit	Documentary Letters of Credit
I	Greater than \$112,500,000	1.75%	0.00%	1.75%	1.00%
II	Greater than \$35,000,000 but less than or equal to \$112,500,000	2.00%	0.00%	2.00%	1.25%
III	Less than or equal to \$35,000,000	2.25%	0.00%	2.25%	1.50%

In the event that Parent fails to timely provide the Borrowing Base Certificate referred to above in accordance with the terms of Section 7.5(a), and without prejudice to any additional rights under Section 9.2, as of the second Business Day after delivery of such Borrowing Base Certificate was due until the date two (2) Business Days following the date such Borrowing Base Certificate was delivered, the applicable margin shall be the highest pricing level (i.e. Level III). In the event that the information contained in any Borrowing Base Certificate referred to above is shown to be inaccurate, and such inaccuracy, if corrected, would have led to the application of a higher interest rate for any period (an “Applicable Period”) than the applicable margin actually applied for such Applicable Period, then (i) Borrowers shall immediately deliver to the Administrative Agent a correct Borrowing Base Certificate for such Applicable Period, (ii) such higher applicable margin shall be deemed to have been in effect for such Applicable Period, and (iii) the Borrowers shall immediately deliver to the Administrative Agent full payment in respect of the accrued additional interest on the Loans and Letters of Credit as a result of such increased applicable margin for such Applicable Period, which payment shall be promptly applied by the Administrative Agent in accordance with Section 2.11 (it being understood that nothing contained in this paragraph shall limit the rights of the Administrative Agent and the other Lenders to exercise their rights under Section 2.3(b) or Section 9.2).

“Approved Freight Handler” shall mean any Freight Handler that has delivered a Lien Acknowledgement Agreement in favor of the Administrative Agent (including, without limitation, any Freight Handler that has delivered a Lien Acknowledgement Agreement in connection with the Existing Credit Agreement), so long as such Lien

Acknowledgement remains in full force and effect and the Administrative Agent has not received any notice of termination with respect thereto.

“Approved Fund” shall mean any Fund that is administered or managed by (a) a Lender, (b) an Affiliate of a Lender or (c) an entity that administers or manages a Lender.

“Assignment and Acceptance” shall mean that certain form of Assignment and Acceptance attached hereto as Exhibit B, pursuant to which each Lender may, as further provided in Section 11.5, sell a portion of its Loans or Revolving Loan Commitment.

“Authorized Signatory” shall mean, with respect to any Borrower Party, such senior personnel of such Borrower Party as may be duly authorized and designated in writing to the Administrative Agent by such Borrower Party to execute documents, agreements, and instruments on behalf of such Borrower Party.

“Availability” shall mean, as of any date of determination, the amount (if any) by which (a) the lesser of (i) the Revolving Loan Commitment, and (ii) the Borrowing Base as most recently reported by the Borrower Parties on or prior to such date of determination, exceeds (b) the Aggregate Revolving Credit Obligations on such date of determination.

“Available Letter of Credit Amount” shall mean, as of any particular time, an amount equal to the lesser of (a) the Aggregate Letter of Credit Commitment at such time less the aggregate amount of all Letter of Credit Obligations then outstanding and (b) Availability at such time.

“Average Availability” shall mean, as of any date of determination with respect to any period, the sum of daily Availability on each day during the applicable period, divided by the number of days in such period.

“Bank Product Reserves” shall mean all reserves that the Administrative Agent, from time to time, establishes in its Permitted Discretion for Bank Products then provided or outstanding.

“Bank Products” shall mean any one or more of the following types of services or facilities extended to the Borrower Parties by a Person who at the time such services or facilities were extended was a Lender (or an Affiliate of any Lender): (a) credit cards; (b) ACH Transactions; (c) Cash Management Services; and (d) the Lender Hedge Agreements.

“Bank Products Documents” shall mean all agreements entered into from time to time by the Borrower Parties in connection with any of the Bank Products and shall include the Lender Hedge Agreements.



“Bankruptcy Code” shall mean the United States Bankruptcy Code (11 U.S.C. Section 101 et seq.), as now or hereafter amended, and any successor statute.

“Base Rate” shall mean the higher of (i) the rate which the Administrative Agent announces from time to time as its prime lending rate, as in effect from time to time, or (ii) the Federal Funds Rate, as in effect from time to time, plus one-half of one percent (1/2%) per annum (any changes in such rates to be effective as of the date of any change in such rate). The Administrative Agent’s prime lending rate is a reference rate and does not necessarily represent the lowest or best rate of interest actually charged to any customer of the Administrative Agent. The Administrative Agent may make commercial loans or other loans at rates of interest at, above, or below the Administrative Agent’s prime lending rate.

“Base Rate Advance” shall mean an Advance which the Borrowers request to be made as a Base Rate Advance or which is converted to a Base Rate Advance, in accordance with the provisions of Section 2.2(b).

“Ben Sherman” shall mean Ben Sherman Limited, a private company limited by shares incorporated under the laws of England.

“Blocked Account” shall have the meaning specified in Section 6.15(b).

“Blocked Account Agreement” shall mean any agreement executed by a depository bank or securities intermediary and the Administrative Agent, for the benefit of the Lender Group, and acknowledged and agreed to by the applicable Borrower Party, in form acceptable to the Administrative Agent in its sole discretion.

“Borrower” and “Borrowers” shall have the meanings specified in the preamble.

“Borrower Parties” shall mean, collectively, the Borrowers and the Guarantors; and “Borrower Party” shall mean any one of the foregoing Borrower Parties.

“Borrower Payments” shall have the meaning specified in Section 2.8(b)(i).

“Borrowing Base” shall mean, at any particular time, the sum of:

- (a) 90% of Eligible Credit Card Receivables; *plus*
- (b) 85% of Eligible Accounts; *plus*
- (c) 90% of the appraised NOLV of Eligible Domestic Inventory; *plus*
- (d) an amount equal to the lesser of (i) the In-Transit Inventory Limit or (ii) 90% of the appraised NOLV of Eligible In-Transit Inventory; *plus*

- (e) an amount equal to the lesser of (i) \$65,000,000 or (ii) 90% of the amount of Eligible L/C Inventory; *plus*
- (f) 100% of Qualified Cash; *minus*
- (g) any Reserves.

“Borrowing Base Certificate” shall mean a certificate of an Authorized Signatory of the Administrative Borrower substantially in the form of Exhibit C.

“Business Day” shall mean any day excluding Saturday, Sunday and any day which is a legal holiday under the laws of the State of Georgia or is a day on which banking institutions located in such state are closed; provided, however, that when used with reference to a Eurodollar Advance (including the making, continuing, prepaying or repaying of any Eurodollar Advance), the term “Business Day” shall also exclude any day in which banks are not open for dealings in deposits of Dollars on the London interbank market.

“Capital Expenditures” shall mean, for any period, on a consolidated basis for the Borrower Parties and their Subsidiaries, the aggregate of all expenditures made by the Borrower Parties and their Subsidiaries during such period that, in conformity with GAAP, are required to be included in or reflected on the consolidated balance sheet as a capital asset of Parent, including, without limitation, Capitalized Lease Obligations of the Borrower Parties and their Subsidiaries, but, for the avoidance of doubt, excluding EITF 97-10 Capital Lease Obligations.

“Capitalized Lease Obligation” shall mean that portion of any obligation of a Person as lessee under a lease which at the time would be required to be capitalized on the balance sheet of such lessee in accordance with GAAP, other than EITF 97-10 Capital Lease Obligations.

“Cash Equivalents” shall mean, collectively, (a) marketable, direct obligations of the US and its agencies maturing within three hundred sixty-five (365) days of the date of purchase, (b) commercial paper issued by corporations, each of which shall have a consolidated net worth of at least \$500,000,000, which commercial paper will mature within one hundred eighty (180) days from the date of the original issue thereof and is rated “P-1” or better by Moody’s or “A-1” or better by S&P, (c) certificates of deposit maturing within three hundred sixty-five (365) days of the date of purchase and issued by a US national or state bank having deposits totaling more than \$500,000,000, and whose short-term debt is rated “P-1” or better by Moody’s or “A-1” or better by S&P, (d) up to \$100,000 per institution and up to \$1,000,000 in the aggregate in (i) short-term obligations issued by any local commercial bank or trust company located in those areas where the Borrower conducts its business, whose deposits are insured by the Federal Deposit Insurance Corporation, or (ii) commercial bank-insured money market funds, or

any combination of the types of investments described in this clause (d), and (e) overnight investments with such financial institutions having a short term deposit rating of “P-1” or better by Moody’s, or “A-1” or better by S&P.

“Cash Management Bank” shall have the meaning specified in Section 6.15(a).

“Cash Management Services” shall mean any services provided from time to time by a Person who at the time such services or facilities were extended was a Lender (or an Affiliate of any Lender) to any Borrower Party in connection with operating, collections, payroll or other depository or disbursement accounts, including automatic clearinghouse, controlled disbursement, depository, electric funds transfer, information reporting, lockbox, stop payment, overdraft and/or wire transfer services.

“Change in Control” shall mean the occurrence of one or more of the following events: (a) any sale, lease, exchange or other transfer (in a single transaction or a series of related transactions) of all or substantially all of the assets of Parent to any person or “group” (within the meaning of the SEA); (b) the acquisition of ownership, directly or indirectly, beneficially or of record, by any person or “group” (within the meaning of the SEA) of thirty-five percent (35%) or more of the outstanding shares of the voting Equity Interests of Parent; (c) as of any date a majority of the board of directors of Parent consists (other than vacant seats) of individuals who were not either (i) directors of Parent as of the Agreement Date, (ii) selected or nominated to become directors by the board of directors of Parent of which a majority consisted of individuals described in clause (i), or (iii) selected or nominated to become directors by the board of directors of Parent of which a majority consisted of individuals described in clause (i) and individuals described in clause (ii); or (d) Parent shall cease to own and control, directly or indirectly, 100% of the outstanding Equity Interests of TBG.

“Code” shall mean the Internal Revenue Code of 1986, as amended from time to time.

“Collateral” shall mean all property pledged as collateral security for the Obligations pursuant to the Security Documents or otherwise, and all other property of any Borrower Party that is now or hereafter in the possession or control of any member of the Lender Group, or on which any member of the Lender Group has been granted a Lien.

“Collateral Access Agreement” shall mean any agreement of any lessor, warehouseman, processor, consignee or other Person in possession of, having a Lien upon or having rights or interests in, any of the Collateral in favor of the Administrative Agent, for the benefit of the Lender Group, substantially in the form of Exhibit D-1 or Exhibit D-2 or otherwise in form and substance satisfactory to the Administrative Agent, waiving or subordinating Liens or certain other rights or interests such Person may hold in regard to the property of any of the Borrower Parties and providing the Administrative Agent access to its Collateral.

“Commitment Increase” shall have the meaning specified in Section 2.17(a)(i).

“Commitment Increase Cap” shall have the meaning specified in Section 2.17(a)(i).

“Compliance Certificate” shall mean a certificate executed by an Authorized Signatory of the Administrative Borrower substantially in the form of Exhibit E.

“Confidential Information” shall have the meaning specified in Section 11.17.

“Controlled Disbursement Account” shall have the meaning specified in Section 2.2(f).

“Credit Card Issuer” shall mean any Person (other than a Borrower Party) who issues or whose members issue credit cards, including without limitation, MasterCard or VISA bank credit or debit cards or other bank credit or debit cards issued through MasterCard International, Inc., Visa, U.S.A., Inc. or Visa International and American Express, Discover, Diners Club, Carte Blanche and other non-bank credit or debit cards, including, without limitation, credit or debit cards issued by or through American Express Travel Related Services Company, Inc., Novus Services, Inc., or any proprietary card issuer reasonably acceptable to the Administrative Agent.

“Credit Card Receivables” shall mean each Account together with all income, payments and proceeds thereof, owed by a Credit Card Issuer or Credit Card Processor to a Borrower Party resulting from charges by a customer of a Borrower Party on credit or debit cards issued or processed by such Credit Card Issuer or Credit Card Processor in connection with the sale of goods by a Borrower Party, or services performed by a Borrower Party, in each case in the ordinary course of its business.

“Credit Card Processor” shall mean any servicing or processing agent or any factor or financial intermediary who facilitates, services, processes or manages the credit authorization, billing transfer and/or payment procedures with respect to any Borrower Party’s sales transactions involving credit card or debit card purchases by customers using credit cards or debit cards issued by any Credit Card Issuer.

“Customer Dispute” shall mean all instances in which (a) a customer of a Borrower has rejected or returned the goods and such return or rejection has not been accepted by such Borrower as a valid return or rejection, or (b) a customer of a Borrower has otherwise affirmatively asserted grounds for nonpayment of an Account, including, without limitation, any repossession of goods by such Borrower, or any claim by an Account Debtor of total or partial failure of delivery, set-off, counterclaim, or breach of warranty.

“Date of Issue” shall mean the date on which an Issuing Bank issues (or, at the direction of an Issuing Bank, a Foreign Issuer issues) a Letter of Credit pursuant to Section 2.15.

“Default” shall mean any Event of Default, and any of the events specified in Section 9.1 regardless of whether there shall have occurred any passage of time or giving of notice (or both) that would be necessary in order to constitute such event an Event of Default.

“Default Rate” shall mean a simple per annum interest rate equal to, (a) with respect to all outstanding principal, the sum of (i) the applicable Interest Rate Basis, plus (ii) the highest Applicable Margin, plus (iii) two percent (2.00%), and (b) with respect to all other Obligations (other than Obligations from Bank Products), the sum of (i) the Base Rate, plus (ii) the Applicable Margin applicable to Base Rate Advances plus (iii) two percent (2.00%); provided, however, that (y) as to any Eurodollar Advance outstanding on the date that the Default Rate becomes applicable, the Default Rate shall be based on the then applicable Eurodollar Basis until the end of the current Eurodollar Advance Period and thereafter the Default Rate shall be based on the Base Rate as in effect from time to time and (z) as to any Base Rate Advance outstanding on the date that the Default Rate becomes applicable, the Default Rate shall be based on the Base Rate as in effect from time to time.

“Dilution” shall mean, as of any date of determination, a percentage, based upon the experience of the immediately prior twelve month period, that is the result of dividing the Dollar amount of (a) bad debt write downs, discounts, advertising allowances, credits or other dilutive items with respect to each Borrower Party’s Accounts during such period, by (b) each Borrower Party’s billings with respect to Accounts during such period.

“Dilution Reserve” shall mean, as of any date of determination, an amount sufficient to reduce the advance rate against Eligible Accounts by the amount which Dilution is in excess of five percent (5.00%), rounded down to the nearest one-tenth of a percentage point (0.10%).

“Disbursement Account” shall mean account number 8800828975 maintained at SunTrust Bank, or as otherwise designated to the Administrative Agent by the Administrative Borrower.

“Dividends” shall mean any direct or indirect distribution, dividend, or payment to any Person on account of any Equity Interests of any Borrower Party.

“Documentary Letter of Credit” shall mean a documentary Letter of Credit issued in respect of the purchase of goods or services by any Borrower Party in the ordinary course of its business.

“Dollars” or “\$” shall mean the lawful currency of the United States of America.

“Domestic Subsidiary” shall mean any Subsidiary of a Borrower that is organized and existing under the laws of the US or any state or commonwealth thereof or under the laws of the District of Columbia, but shall not include US Ben Sherman Holdco.

“EBITDAR” shall mean, with respect to the Borrowers and their Subsidiaries for any period, an amount equal to the sum of (a) Net Income for such period *plus* (b) to the extent deducted in determining Net Income for such period, (i) Interest Expense, (ii) income tax expense, (iii) Rent Expense, (iv) loss from extraordinary items and (v) depreciation and amortization expense, determined on a consolidated basis in accordance with GAAP in each case for such period; provided, however, that if any such calculation includes any period in which an acquisition or sale of a Person or all or substantially all of the assets of a Person occurred, then such calculation shall be made on a Pro Forma Basis.

“E-Fax” means any system used to receive or transmit faxes electronically.

“EITF 97-10 Capital Lease Obligations” means obligations that are classified as “Capital Lease Obligations” under GAAP due to the application of Emerging Issues Task Force Regulation 97-10, and that, but for such regulation, would not constitute Capital Lease Obligations.

“Electronic Transmission” means each document, instruction, authorization, file, information and any other communication transmitted, posted or otherwise made or communicated by e-mail or E-Fax, or otherwise to or from an E-System or other equivalent service.

“Eligible Accounts” shall mean, at any particular date, all Accounts of the Borrower Parties that the Administrative Agent, in the exercise of its Permitted Discretion, determines to be Eligible Accounts; provided, however, that, without limiting the right of the Administrative Agent to establish other criteria of ineligibility, Eligible Accounts shall not include any of the following Accounts:

- (a) Accounts with respect to which more than one hundred twenty (120) days have elapsed since the original invoice therefor or sixty (60) days since the due date of the original invoice;
- (b) Accounts with respect to which any of the representations, warranties, covenants and agreements contained in Section 5.2 are not or have ceased to be complete and correct or have been breached;
- (c) Accounts with respect to which, in whole or in part, a check, promissory note, draft, trade acceptance or other instrument for the payment of money has been received, presented for payment and returned uncollected for any reason, unless

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the Account Debtor subsequently honors such check, note, draft, acceptance or instrument or pays such Account or part thereof paid therewith;

- (d) Accounts as to which the Borrower Party has not performed, as of the applicable date of calculation, all of its obligations then required to have been performed, including, without limitation, the delivery of merchandise or rendition of services applicable to such Accounts;
- (e) Accounts as to which any one or more of the following events has occurred with respect to the Account Debtor on such Accounts: death or judicial declaration of incompetency of such Account Debtor who is an individual; the filing by or against such Account Debtor of a request or petition for liquidation, reorganization, arrangement, adjustment of debts, adjudication as a bankrupt, winding-up, or other relief under the bankruptcy, insolvency, or similar laws of the US, any state or territory thereof, or any foreign jurisdiction, now or hereafter in effect; the making of any general assignment by such Account Debtor for the benefit of creditors; the appointment of a receiver or trustee for such Account Debtor or for any of the assets of such Account Debtor, including, without limitation, the appointment of or taking possession by a “custodian,” as defined in Bankruptcy Code; the institution by or against such Account Debtor of any other type of insolvency proceeding (under the bankruptcy laws of the US or otherwise) or of any formal or informal proceeding for the dissolution or liquidation of, settlement of claims against, or winding up of affairs of, such Account Debtor; the sale, assignment, or transfer of all or substantially all of the assets of such Account Debtor unless the obligations of such Account Debtor in respect of the Accounts are assumed by and assigned to such purchaser or transferee; the nonpayment generally by such Account Debtor of its debts as they become due; or the cessation of the business of such Account Debtor as a going concern; provided, however, that the foregoing shall not include post-petition Accounts of an Account Debtor to the extent that (i) such Accounts constitute Accounts of such Account Debtor as a “debtor-in-possession” and (ii) such Accounts have been approved by the Administrative Agent in its Permitted Discretion;
- (f) Accounts of an Account Debtor for whom fifty percent (50%) or more of the aggregate Dollar amount of such Account Debtor’s outstanding Accounts are classified as ineligible under the criteria set forth in clause (a) hereof;
- (g) Accounts which represent the remaining obligations for partially paid invoices;
- (h) Accounts owed by an Account Debtor which: (i)(A) does not maintain its chief executive office or have a material presence in the US or in Canada and (B) is not organized under the laws of the US or any state or territory thereof or of Canada or any province thereof; or (ii) is the government of any foreign country or sovereign state, or of any state, municipality, or other political subdivision thereof, or of any department, agency, public corporation, or other instrumentality thereof; except to the extent that such Accounts are secured or payable by a letter of credit or acceptance, or

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insured under foreign credit insurance in each case, on terms and conditions satisfactory to the Administrative Agent in its Permitted Discretion;

- (i) Accounts owed by an Account Debtor which is an Affiliate or employee of any Borrower Party;
- (j) Accounts which are owed by an Account Debtor to which the Borrower Party is indebted in any way, or which are subject to any right of setoff by the Account Debtor, including, without limitation, for co-op advertising, rebates, incentives and promotions, to the extent of such indebtedness or right of setoff and without duplication of any such indebtedness or right of setoff accounted for in the calculation of Dilution;
- (k) Accounts which are subject to any Customer Dispute, but only to the extent of the amount in dispute;
- (l) Accounts which are owed by the government of the US, or any department, agency, public corporation, or other instrumentality thereof (excluding Accounts owed by the Army & Air Force Exchange Service (“AAFES”) to the extent such AAFES Accounts do not exceed \$2,000,000), unless all required procedures for the effective collateral assignment of the Accounts under the Federal Assignment of Claims Act of 1940 have been complied with to the Administrative Agent’s reasonable satisfaction with respect to such Accounts;
- (m) Accounts which are owed by any state, municipality, territory or other political subdivision of the US, or any department, agency, public corporation, or other instrumentality thereof and as to which the Administrative Agent determines in its Permitted Discretion that the Administrative Agent’s security interest therein is not or cannot be perfected or cannot be enforced against the applicable Account Debtor;
- (n) Accounts which represent third-party leasing transactions;
- (o) Accounts which represent sales on a bill-and-hold, guaranteed sale, sale and return, sale on approval, consignment or other repurchase or return basis;
- (p) Accounts which represent any contractual obligation, based on a percentage of sales or otherwise, that must be collected from the Account Debtor and paid by the Borrower Party to a third party as a “pass-through” item, but only to the extent of the amount of such pass-through;
- (q) Accounts which are evidenced by a promissory note or other instrument or by chattel paper;
- (r) Accounts as to which the applicable Account Debtor has not been sent an invoice or for which are partially billed;

(s) Accounts with respect to which the Account Debtor is located in a state or jurisdiction that requires, as a condition to access to the courts of such jurisdiction, that a creditor qualify to transact business, file a business activities report or other report or form, or take one or more other actions, unless the Borrower Party has so qualified, filed such reports or forms, or taken such actions (and, in each case, paid any required fees or other charges), except to the extent that the Borrower Party may qualify subsequently as a foreign entity authorized to transact business in such state or jurisdiction and gain access to such courts, without incurring any cost or penalty viewed by the Administrative Agent to be significant in amount, and such later qualification cures any bar to access to such courts to enforce payment of such Account;

(t) Accounts which are not a bona fide, valid and, to the best of the Borrower Parties' knowledge, enforceable obligation of the Account Debtor thereunder;

(u) Accounts which are owed by an Account Debtor with whom any Borrower Party has any agreement or understanding for deductions from the Accounts, except for discounts or allowances which are made in the ordinary course of business for prompt payment or volume purchases and which discounts or allowances are reflected in the calculation of the face value of each invoice related to such Accounts, or Accounts with respect to which a debit or chargeback has been issued or generated, in each case to the extent of such deduction and without duplication of any such deduction accounted for in the calculation of Dilution;

(v) Accounts which are not subject to a valid and continuing first priority Lien in favor of the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Documents as to which all action necessary or desirable to perfect such security interest shall have been taken, and to which the Borrower Party has good and marketable title, free and clear of any Liens (other than Liens in favor of the Administrative Agent, for the benefit of the Lender Group, and Permitted Liens);

(w) Accounts which are owed by an Account Debtor to the extent that such Account, together with all other Accounts owing by the same Account Debtor and its Affiliates, exceed twenty-five percent (25%) of all Eligible Accounts;

(x) Accounts which represent rebates, refunds or other similar transactions, but only to the extent of the amount of such rebate, refund or similar transaction;

(y) Accounts as to which a security agreement, financing statement, equivalent security or Lien instrument or continuation statement is on file or of record in any public office, except any such as may have been filed in favor of the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Documents, any such evidencing or relating to a Permitted Lien, and any such with respect to a Lien granted by an Account Debtor in favor of a Borrower Party; or



- (z) Accounts which constitute Eligible Credit Card Receivables.

“Eligible Assignee” shall mean (a) a Lender; (b) an Affiliate of a Lender; (c) an Approved Fund; or (d) any other Person approved by (i) the Administrative Agent, (ii) with respect to any proposed assignee of the Revolving Loan Commitment, the Issuing Banks, and (iii) unless (x) such Person is taking delivery of an assignment in connection with physical settlement of a credit derivatives transaction or (y) a Default exists, the Administrative Borrower, such approvals of the Administrative Agent, the Issuing Banks and the Administrative Borrower not to be unreasonably withheld or delayed; provided, however, that if the consent of the Administrative Borrower to an assignment or to an Eligible Assignee is required hereunder (including a consent to an assignment which does not meet the minimum assignment thresholds specified in Section 11.5(b)), the Administrative Borrower shall be deemed to have given its consent five (5) Business Days after the date notice thereof has been delivered by the assigning Lender (through the Administrative Agent) unless such consent is expressly refused by the Administrative Borrower prior to such fifth (5th) Business Day.

“Eligible Credit Card Receivables” shall mean, at any particular date, each Credit Card Receivable that satisfies the following criteria at the time of creation and continues to meet the same at the time of such determination: such Credit Card Receivable (i) has been earned by performance, represents the bona fide amounts due to a Borrower Party from a Credit Card Issuer or from a Credit Card Processor, and was originated in the ordinary course of business of such Borrower Party, and (ii) is not ineligible for inclusion in the calculation of the Borrowing Base pursuant to any of clauses (a) through (k) below. Without limiting the foregoing, to qualify as an Eligible Credit Card Receivable, an Account shall indicate no Person other than a Borrower Party as payee or remittance party. In determining the amount to be so included, the face amount of an Account shall be reduced by, without duplication, to the extent not reflected in such face amount, (i) the amount of all accrued and actual discounts, claims, credits or credits pending, promotional program allowances, price adjustments, finance charges or other allowances (including any amount that a Borrower Party may be obligated to rebate to a customer, a Credit Card Issuer or a Credit Card Processor pursuant to the terms of any agreement or understanding) and (ii) the aggregate amount of all cash received in respect of such Account but not yet applied by the applicable Borrower Party to reduce the amount of such Credit Card Receivable. Any Credit Card Receivables meeting the foregoing criteria shall be deemed Eligible Credit Card Receivables but only as long as such Credit Card Receivable is not included within any of the following categories, in which case such Credit Card Receivable shall not constitute an Eligible Credit Card Receivable:

- (a) Credit Card Receivables which do not constitute an “Account” (as defined in the UCC);

(b) Credit Card Receivables that have been outstanding for more than five (5) Business Days from the date of sale of goods or services giving rise to such Credit Card Receivables;

(c) Credit Card Receivables with respect to which a Borrower Party does not have good, and valid title, free and clear of any Lien (other than Liens granted to the Administrative Agent and other Permitted Liens);

(d) Credit Card Receivables that are not subject to a first priority security interest in favor of the Administrative Agent (other than Permitted Liens having priority over the Lien of the Administrative Agent under Applicable Law) (it being the intent that chargebacks in the ordinary course by such Credit Card Processors and Credit Card Issuers shall not be deemed violative of this clause);

(e) Credit Card Receivables which are disputed, are with recourse, or with respect to which a claim, counterclaim, offset or chargeback has been asserted (but only to the extent of such claim, counterclaim, offset or chargeback);

(f) Credit Card Receivables as to which the Credit Card Processor has the right under certain circumstances to require a Borrower Party to repurchase the Accounts from such Credit Card Processor;

(g) Credit Card Receivables due from a Credit Card Issuer or Credit Card Processor of the applicable credit card which is the subject of any bankruptcy or insolvency proceedings;

(h) Credit Card Receivables which are not a valid, legally enforceable obligation of the applicable Credit Card Issuer with respect thereto;

(i) Credit Card Receivables which do not conform in all material respects to all representations, warranties or other provisions in the Loan Documents relating to Credit Card Receivables;

(j) Credit Card Receivables which are evidenced by "chattel paper" or an "instrument" of any kind unless such "chattel paper" or "instrument" is in the possession of the Administrative Agent and, to the extent necessary or appropriate, endorsed to the Administrative Agent;

(k) Credit Card Receivables arising from the use of a private label credit card (i.e., any Credit Card Receivable where a Borrower Party or an Affiliate of a Borrower Party is the Credit Card Issuer); or

(l) Credit Card Receivables arising from the use of a “co-branded” credit card which are deemed ineligible for inclusion in the Borrowing Base by the Administrative Agent in the exercise of its Permitted Discretion.

“Eligible Domestic Inventory” shall mean, as of any particular date, the portion of the Inventory of each Borrower Party that the Administrative Agent, in the exercise of its Permitted Discretion, determines to be Eligible Domestic Inventory; provided, however, that without limiting the right of the Administrative Agent to establish other criteria of ineligibility, Eligible Domestic Inventory shall not include any of the following Inventory:

- (a) Inventory that is not owned solely by a Borrower Party;
- (b) Inventory that does not conform to all of the warranties and representations regarding the same which are set forth in this Agreement or any of the other Loan Documents;
- (c) Inventory that is not located in the US or Canada (excluding the Province of Quebec) either (i) on real property owned by a Borrower Party, (ii) at any leased premises where the fair market value of the Inventory stored or located at such leased premises is \$100,000 or less, (iii) on leased premises in regard to which the landlord thereof shall have executed and delivered to the Administrative Agent a Collateral Access Agreement or with respect to which the Administrative Agent has established a Rent Reserve, or (iv) at premises where a bailee, warehouseman or similar party is in possession of such Inventory and shall have executed and delivered to the Administrative Agent a Collateral Access Agreement; provided, however, the aggregate amount of all Eligible Domestic Inventory located in Canada shall not exceed \$5,000,000 in the aggregate at any time of determination; provided, further, Eligible Domestic Inventory shall not include any Inventory at any location where the aggregate fair market value of all Inventory at such location, together with all other Inventory located within a reasonable proximity to such location, is less than \$50,000;
- (d) Inventory that is subject to any asserted claim of reclamation, Lien, adverse claim, interest or right (other than Liens in favor of the Administrative Agent, Permitted Liens and claims, interests, rights or other encumbrances arising from a licensing, patent, royalty, trademark, trade name or copyright agreement with a third party so long as, if requested by the Administrative Agent in its Permitted Discretion, any such Inventory is subject to a Licensor Consent) of any other Person, but solely to the extent of the amount of such Lien, claim, interest or right;
- (e) Inventory that has been consigned for sale to or by any Person;

- (f) Inventory that is not in good condition or does not meet all standards imposed by any Person having regulatory authority over such goods or their use and/or sale, or Inventory that is not currently saleable in the normal course of a Borrower Party's business;
- (g) Inventory that consists of work-in-process;
- (h) Inventory scheduled for return to vendors, Inventory which is obsolete or slow-moving (for purposes of this subsection, what constitutes "obsolete or slow-moving" Inventory shall be determined by the Administrative Agent in its Permitted Discretion), display items, packaging materials, labels or name plates or similar supplies;
- (i) Inventory that is not personal property in which a Borrower Party has granted a valid and continuing first priority Lien in favor of the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Documents, or as to which all action necessary to perfect such security interest has not been taken;
- (j) Inventory that is covered, in whole or in part, by any security agreement, financing statement, equivalent security or Lien instrument or continuation statement which is on file or of record in any public office, except (i) such as may have been filed in favor of the Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Documents or (ii) such as may have been filed with respect to Permitted Liens;
- (k) Inventory which constitutes In-Transit Inventory or Eligible L/C Inventory; and
- (l) Inventory that is subject to any licensing, patent, royalty, trademark, trade name or copyright agreement with any third party requiring the payment of royalties or fees or requiring the consent of the licensor for a sale thereof by the Administrative Agent and is not subject to a Licensor Consent that has been requested by the Administrative Agent in its Permitted Discretion.

"Eligible Inventory" shall mean, collectively, Eligible Domestic Inventory, Eligible In-Transit Inventory and Eligible L/C Inventory.

"Eligible In-Transit Inventory" means all finished goods which constitute In-Transit Inventory (without duplication of any Eligible L/C Inventory or Eligible Domestic Inventory) owned any Borrower Party, which such Inventory is in transit to a Borrower Party's location in the US or Canada (excluding the Province of Quebec) or to a customer of a Borrower Party that will take delivery of such Inventory at the port of destination located in the US or Canada (excluding the Province of Quebec) and as to which such In-Transit Inventory: (i) shall be the subject of a bill of lading or a cargo receipt that (A)(x) in the case of a negotiable bill of lading or negotiable cargo receipt, is

consigned to the Administrative Agent or an Issuing Bank (either directly or by means of endorsement) or (y) in the case of a non-negotiable bill of lading or non-negotiable cargo receipt, is consigned to the Administrative Agent or an Issuing Bank (either directly or by means of endorsements) or to a Borrower Party if such bill of lading or cargo receipt shall state “[Name of applicable Borrower Party], subject to the security interest of SunTrust Bank, as agent, 303 Peachtree Street, N.E., Atlanta, Georgia 30308” thereon and (B) was issued by the carrier respecting the subject In-Transit Inventory, (ii) is insured in accordance with Section 6.5, (iii) with respect to In-Transit Inventory that is subject to a non-negotiable bill of lading or non-negotiable cargo receipt, such In-Transit Inventory shall be in the physical possession of an Approved Freight Handler and (iv) would not be deemed ineligible for inclusion in the Borrowing Base under clauses (a), (b), (d) (other than in respect of any possessory Lien of the related common carrier or any Lien in favor of a related Approved Freight Handler), (e), (f), (g), (h), (j) or (l) of the definition of Eligible Domestic Inventory, treating such eligibility criteria as applicable to such In-Transit Inventory. Upon the request of the Administrative Agent, the Borrower Parties shall promptly deliver to the Administrative Agent copies of all such bills of lading or cargo receipts.

“Eligible L/C Inventory” shall mean an amount equal to the aggregate face amount of all Documentary Letters of Credit (other than Letters of Credit covering Eligible In-Transit Inventory or Eligible Domestic Inventory) issued and outstanding on behalf of a Borrower Party in connection with the purchase of goods that would constitute Eligible Domestic Inventory or Eligible In-Transit Inventory upon delivery to the applicable Borrower Party, or would result in Eligible Accounts upon sale, (and to the extent such goods underlying any such Documentary Letters of Credit are in the possession of a Freight Handler, such Freight Handler is an Approved Freight Handler) excluding the portion of the face amount of any Documentary Letter of Credit relating to goods that are or are to become Inventory which are scheduled to be shipped by the seller or manufacturer more than sixty (60) days after such date of determination.

“Environmental Laws” shall mean, collectively, any and all applicable federal, state, local or municipal laws, rules, orders, regulations, statutes, ordinances, codes, decrees or requirements of any Governmental Authority regulating, relating to or imposing liability or standards of conduct concerning environmental protection matters, including without limitation, Hazardous Materials or human health, as now or may at any time during the term of this Agreement be in effect.

“Equity Interests” shall mean, as applied to any Person, any capital stock, membership interests, partnership interests or other equity interests of such Person, regardless of class or designation, and all warrants, options, purchase rights, conversion or exchange rights, voting rights, calls or claims of any character with respect thereto.

“ERISA” shall mean the Employee Retirement Income Security Act of 1974, as in effect on the Agreement Date and as such Act may be amended thereafter from time to time.

“ERISA Affiliate” shall mean, with respect to any Borrower Party, any trade or business (whether or not incorporated) that together with such Borrower Party, are treated as a single employer under Section 414 of the Code.

“ERISA Event” shall mean, with respect to any Borrower Party or any ERISA Affiliate, (a) a Reportable Event; (b) the withdrawal of any Borrower Party or ERISA Affiliate from a Title IV Plan subject to Section 4063 of ERISA during a plan year in which it was a substantial employer, as defined in Section 4001(a)(2) of ERISA; (c) the complete or partial withdrawal of any Borrower Party or any ERISA Affiliate from any Multiemployer Plan; (d) the filing of a notice of intent to terminate a Title IV Plan or the treatment of a Title IV Plan amendment as a termination under Section 4041 or 4041A of ERISA; (e) the institution of proceedings to terminate a Title IV Plan or Multiemployer Plan by the PBGC; (f) the reorganization or insolvency of a Multiemployer Plan under Section 4241 or 4245 of ERISA; (g) the failure by any Borrower Party or ERISA Affiliate to make when due required contributions to a Multiemployer Plan or Title IV Plan unless such failure is cured within thirty (30) days; (h) any other event or condition that would reasonably be expected to constitute grounds under Section 4042 of ERISA for the termination of, or the appointment of a trustee to administer, any Title IV Plan or Multiemployer Plan or for the imposition of liability under Section 4069 or 4212(c) of ERISA; (i) the revocation of a Plan’s tax-qualified status under Code Section 401(a); (j) the reorganization or insolvency of a Multiemployer Plan under Section 4241 or 4245 of ERISA; (k) a Title IV Plan is in “at risk status” within the meaning of Code Section 430(i); or (l) a Multiemployer Plan is in “endangered status” or “critical status” within the meaning of Code Section 432(b).

“E-System” means any electronic system, including Intralinks<sup>®</sup> and any other internet or extranet-based site, whether such electronic system is owned, operated or hosted by the Administrative Agent, any of its Affiliates or any other Person, providing for access to data protected by passcodes or other security system.

“Eurodollar Advance” shall mean an Advance which the Administrative Borrower requests to be made as a Eurodollar Advance or which is continued as or converted to a Eurodollar Advance, in accordance with the provisions of Section 2.2(c).

“Eurodollar Advance Period” shall mean, for each Eurodollar Advance, each one (1), two (2), three (3), or six (6) month period, as selected by the Administrative Borrower pursuant to Section 2.2(c), during which the applicable Eurodollar Rate (but not the Applicable Margin) shall remain unchanged. Notwithstanding the foregoing, however: (a) any applicable Eurodollar Advance Period which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day, unless such Business Day falls in another calendar month, in which case such Eurodollar

Advance Period shall end on the next preceding Business Day; (b) any applicable Eurodollar Advance Period which begins on a day for which there is no numerically corresponding day in the calendar month during which such Eurodollar Advance Period is to end shall (subject to clause (a) above) end on the last day of such calendar month; and (c) no Eurodollar Advance Period shall extend beyond the Maturity Date or such earlier date as would interfere with the repayment obligations of the Borrowers under Section 2.6.

“Eurodollar Basis” shall mean, with respect to each Eurodollar Advance Period, a simple per annum interest rate equal to the quotient of (a) the Eurodollar Rate divided by (b) one minus the Eurodollar Reserve Percentage, stated as a decimal. The Eurodollar Basis shall remain unchanged during the applicable Eurodollar Advance Period, except for changes to reflect adjustments in the Eurodollar Reserve Percentage.

“Eurodollar Rate” shall mean, for any Eurodollar Advance Period, the rate per annum quoted on the display designated on that page of the Bloomberg reporting service, or similar service as determined by the Administrative Agent, that displays British Banker’s Association Interest Settlement Rates for Dollar deposits as of 11:00 a.m. (London, England time) two (2) Business Days prior to the applicable date of determination; provided, however, that if no such quoted rate appears on such page, the rate used for such Eurodollar Advance Rate shall be the per annum rate of interest determined by the Administrative Agent to be the rate at which Dollar deposits for such Eurodollar Advance Period are offered to the Administrative Agent as of 11:00 a.m. (London, England time) two (2) business days prior to such date of determination.

“Eurodollar Reserve Percentage” shall mean the aggregate of the maximum reserve percentages (including, without limitation, any emergency, supplemental, special or other marginal reserves) expressed as a decimal (rounded upwards to the next one one-hundredth of one percent (1/100th of 1%)) in effect on any day to which the Administrative Agent is subject with respect to the Eurodollar Basis pursuant to regulations issued by the Board of Governors of the Federal Reserve System (or any Governmental Authority succeeding to any of its principal functions) (“Regulation D”) with respect to Eurocurrency Liabilities (as that term is defined in Regulation D). Eurodollar Advances shall be deemed to constitute Eurocurrency Liabilities and to be subject to such reserve requirements without benefit of or credit for proration, exemptions or offsets that may be available from time to time to the Administrative Agent under Regulation D. The Eurodollar Reserve Percentage shall be adjusted automatically on and as of the effective date of any change in any reserve percentage. The Eurodollar Basis for any Eurodollar Advance shall be adjusted as of the effective date of any changes in the Eurodollar Reserve Percentage.

“Event of Default” shall mean any of the events specified in Section 9.1, provided that any requirement for notice or lapse of time, or both, has been satisfied.

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“Excluded Deposit Accounts” shall mean, collectively, (i) each disbursement account that has a balance no greater than the amount necessary to cover outstanding checks drawn on such account, (ii) petty cash deposit accounts for retail stores of Retail Borrower Parties that have a balance (determined on an average basis for all retail stores as of any date of determination) no greater than \$5,000 per retail store, (iii) the employee benefit trust account number 8801663496 at SunTrust Bank or such other similar employee benefit trust account, so long as the balance therein does not exceed as of any date of determination the Administrative Borrower’s estimate of employee benefit claims to be paid in the remaining portion of such fiscal year (or, with respect to any date of determination in the last fiscal month of any fiscal year, the Administrative Borrower’s estimate of employee benefit claims to be paid in the remaining portion of such fiscal year and during the next succeeding fiscal year) from such date of determination (provided, that at any time that a Default exists, Borrower Parties shall not deposit additional funds into such account except to the extent necessary to pay accrued and unpaid employee benefit claims that are then due and payable) and (iv) other deposit accounts with balances not to exceed \$1,000,000 in the aggregate.

“Excluded Subsidiary” shall mean any Person acquired or formed after the Agreement Date which (i) would be a Subsidiary of a Borrower Party but for the exclusion of “Excluded Subsidiaries” in the proviso of the definition of Subsidiary, (ii) is not a Wholly Owned Subsidiary of a Borrower Party and (iii) is (or whose parent is) contractually prohibited from executing a Guaranty Supplement, granting a Lien in favor of the Administrative Agent as required under Section 6.20 or having its Equity Interest pledged to secure the Obligations; provided, however, if such Subsidiary is not contractually prohibited from taking all of the actions described in clause (iii) above, then it shall be deemed an “Excluded Subsidiary” only with respect to the actions which it or its parent is contractually prohibited from taking.

“Executive Order No. 13224” shall mean Executive Order No. 13224 on Terrorist Financing, effective September 24, 2001, as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

“Existing Credit Agreement” has the meaning ascribed to such term in the recitals to this Agreement.

“Existing Letters of Credit” shall mean the letters of credit listed on Schedule L-1.

“Federal Funds Rate” shall mean, for any day, the rate set forth in the weekly statistical release designated as H.15(519), or any successor publication, published by the Federal Reserve Bank of New York (including any such successor, “H.15(519)”) on the preceding Business Day opposite the caption “Federal Funds (Effective)”; or, if for any relevant day such rate is not so published on any such preceding Business Day, the rate for such day will be the arithmetic mean as determined by the Administrative Agent of the rates for the last transaction in overnight Federal funds arranged prior to 12:00 noon

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(Atlanta, Georgia time) on that day by each of three (3) leading brokers of Federal funds transactions in New York, New York selected by the Administrative Agent.

“Fee Letter” shall mean that certain fee letter dated as of the Agreement Date, executed by the Borrowers and addressed to SunTrust Bank.

“Financial Covenant” shall mean the financial covenant applicable to the Borrower Parties from time to time pursuant to Section 8.8.

“Fixed Charge Coverage Ratio” shall mean, with respect to the Borrowers and their Subsidiaries on a consolidated basis for any period, calculated on a Pro Forma Basis during such period, the ratio of (a) the greater of (i) (x) EBITDAR for such period minus (y) the sum of (A) Capital Expenditures made during such period and not financed with the proceeds of Funded Debt (other than the proceeds of a Loan) and (B) cash income taxes paid during such period, or (ii) zero, to (b) Fixed Charges.

“Fixed Charges” shall mean, for Borrowers and their Subsidiaries for any period, the sum (without duplication) of (a) Interest Expense for such period, (b) Rent Expense for such period, (c) scheduled principal payments made on Total Funded Debt during such period (which, for purposes of clarification, exclude (i) principal payments (other than scheduled amortization payments, if any) made on the Senior Notes prior to maturity and (ii) prepayments under the Revolving Loans), and (d) Restricted Payments (other than Dividends paid in kind) to holders of Equity Interests paid by Parent during such period.

“Foreign IP Transfer” shall mean the sale, disposition or other transfer by one or more of the Borrower Parties of any foreign patents, trademarks, service marks or copyrights and any licenses and other rights related thereto, including without limitation the right to sue for past, present and future infringement thereof and the goodwill associated with any trademarks and service marks, and so long as (a) such sale, disposition or other transfer is for fair market value (provided that a capital contribution to a Wholly-Owned Subsidiary of a Borrower Party shall be deemed to be for fair market value), (b) such sale, disposition or other transfer is made to a Foreign Subsidiary that is a Wholly Owned Subsidiary of a Borrower Party, and such Wholly-Owned Subsidiary is directly owned by a Borrower Party and the Equity Interests of such Foreign Subsidiary have been pledged to the Administrative Agent in accordance with Section 6.20 unless such direct ownership or pledge is prohibited by Applicable Law, would impose material taxes that otherwise would not be payable, materially increase taxes, or otherwise thwart or materially impair a tax objective or benefit expected to be obtained or available as a result of such sale, disposition or other transfer, (c) no Default or Event of Default shall have occurred and be continuing or result therefrom and (d) a senior officer of Parent shall have delivered a certificate to the Administrative Agent certifying that any such sale, disposition or other transfer satisfies the conditions of clauses (a), (b) and (c) above.



“Foreign Issuer” shall mean any foreign bank engaged by an Issuing Bank to issue Documentary Letters of Credit on behalf of such Issuing Bank so long as (a) such foreign bank has agreed to hold any and all documents, instruments or other Collateral in its possession in connection with the issuance of any Documentary Letter of Credit as bailee on behalf of the Administrative Agent to perfect the Administrative Agent’s security interest in such documents, instruments or other Collateral and (b) the agreement between such Issuing Bank and the Foreign Issuer is satisfactory to the Administrative Agent in its reasonable discretion.

“Foreign Lender” shall have the meaning specified in Section 2.8(b)(v).

“Foreign Subsidiary” shall mean any Subsidiary of a Borrower Party that does not constitute a Domestic Subsidiary.

“Freight Handler” shall mean any freight forwarder, customs broker, customs agent, shipper, shipping company or similar Person utilized by a Borrower Party from time to time in connection with the importation of Inventory.

“Fund” shall mean any Person that is (or will be) engaged in making, purchasing, holding or otherwise investing in commercial loans and similar extensions of credit in the ordinary course of its business.

“Funded Debt” of any Person shall mean, without duplication, (i) obligations of such Person for borrowed money, (ii) obligations of such Person evidenced by bonds, debentures, notes or other similar instruments, (iii) obligations of such Person in respect of the deferred purchase price of property or for services (other than trade payables incurred in the ordinary course of business on terms customary in the trade), (iv) obligations of such Person under any conditional sale or other title retention agreement(s) relating to property acquired by such person, (v) Capitalized Lease Obligations of such Person as determined in accordance with GAAP, (vi) obligations, contingent or otherwise, of such Person in respect of letters of credit, acceptances or similar extensions of credit, (vii) guaranties by such Person of the type of indebtedness described in clauses (i) through (vi) above, (viii) all indebtedness of a third party secured by any Lien on property owned by such Person, whether or not such indebtedness has been assumed by such Person, (ix) all obligations of such Person, contingent or otherwise, to purchase, redeem, retire or otherwise acquire for value any Equity Interest of such Person, (x) off-balance sheet liability retained in connection with asset securitization programs, synthetic leases, sale and leaseback transactions or other similar obligations arising with respect to any other transaction which is the functional equivalent of or takes the place of borrowing but which does not constitute a liability on the consolidated balance sheet of such Person and its Subsidiaries and (xi) obligations under any Hedge Agreement.

“Funding Losses” shall mean expenses incurred by any Lender or any participant of such Lender permitted hereunder in connection with the re-employment of funds prepaid, repaid, not borrowed, or paid, as the case may be, and any lost profit of such

Lender or any participant of such Lender over the remainder of the Eurodollar Advance Period for such prepaid Advance. For purposes of calculating amounts payable to a Lender hereunder with respect to Funding Losses, each Lender shall be deemed to have actually funded its relevant Eurodollar Advance through the purchase of a deposit bearing interest at the Eurodollar Rate in an amount equal to the amount of that Eurodollar Advance and having a maturity and repricing characteristics comparable to the relevant Eurodollar Advance Period; provided, however, that each Lender may fund each of its Eurodollar Advances in any manner it sees fit, and the foregoing assumption shall be utilized only for the calculation of amounts payable hereunder.

“GAAP” shall mean generally accepted accounting principles and practices set forth from time to time in the opinions and pronouncements of the Accounting Principles Board and the American Institute of Certified Public Accountants and statements and pronouncements of the Financial Accounting Standards Board or such statements by such other entities as may be approved by a significant segment of the accounting profession in the United States, that are applicable to the circumstances as of the date of determination, consistently applied.

“Governmental Authority” shall mean any nation or government, any state or other political subdivision thereof and any entity to the extent exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government.

“Guarantors” shall mean, collectively, the Subsidiary Guarantors and any other Person that has executed a Guaranty Supplement or other document guaranteeing the Obligations; and “Guarantor” shall mean any one of the foregoing Guarantors.

“Guaranty” or “guaranteed,” as applied to an obligation (each a “primary obligation”), shall mean and include (a) any guaranty, direct or indirect, in any manner, of any part or all of such primary obligation, and (b) any agreement, direct or indirect, contingent or otherwise, the practical effect of which is to assure in any way the payment or performance (or payment of damages in the event of non-performance) of any part or all of such primary obligation, including, without limiting the foregoing, any reimbursement obligations as to amounts drawn down by beneficiaries of outstanding letters of credit, and any obligation of any Person, whether or not contingent, (i) to purchase any such primary obligation or any property or asset constituting direct or indirect security therefor, (ii) to advance or supply funds (A) for the purchase or payment of such primary obligation or (B) to maintain working capital, equity capital or the net worth, cash flow, solvency or other balance sheet or income statement condition of any other Person, (iii) to purchase property, assets, securities or services primarily for the purpose of assuring the owner or holder of any primary obligation of the ability of the primary obligor with respect to such primary obligation to make payment thereof or (iv) otherwise to assure or hold harmless the owner or holder of such primary obligation

against loss in respect thereof. All references in this Agreement to “this Guaranty” shall be to the Guaranty provided for pursuant to the terms of Article 3.

“Guaranty Supplement” shall have the meaning specified in Section 6.20.

“Hazardous Materials” shall mean any hazardous materials, hazardous wastes, hazardous constituents, hazardous or toxic substances, petroleum products (including crude oil or any fraction thereof), friable asbestos containing materials defined or regulated as such in or under any Environmental Law.

“Hedge Agreement” shall mean any and all transactions, agreements or documents now existing or hereafter entered into between or among any Borrower Party, on the one hand, and a third party, on the other hand, which provides for an interest rate, credit or equity swap, cap, floor, collar, forward foreign exchange transaction, currency swap, cross currency rate swap, currency option, or any combination of, or option with respect to, these or similar transactions, for the purpose of hedging such Borrower Party’s exposure to fluctuations in interest or exchange rates, loan, credit exchange, security or currency valuations.

“Indemnified Person” shall mean each member of the Lender Group, each Affiliate thereof and each of their respective employees, representatives, officers and directors.

“Indenture” shall mean that certain Indenture dated as of May 16, 2003 between Parent, as issuer, and the Indenture Trustee governing the issuance of the Senior Notes, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with Section 8.13, and any replacement indenture, credit or loan agreement, note or securities purchase agreement, or other similar governing agreement executed in connection with any new note offering or other financing described in clause (b) of the definition of Senior Notes.

“Indenture Trustee” shall mean U.S. Bank N.A., together with any successor trustee appointed in accordance with the Indenture or any trustee or similar party with respect to any replacement indenture, credit or loan agreement, note or securities purchase agreement, or other similar governing agreement executed in connection with any new note offering or other financing described in clause (b) of the definition of Senior Notes.

“Interest Expense” shall mean, for Borrowers and their Subsidiaries for any period determined on a consolidated basis in accordance with GAAP, the sum of (i) total interest expense including, without limitation, the interest component in respect of Capitalized Lease Obligations for such period (whether or not actually paid during such period) *plus* (ii) the net amount payable (or *minus* the net amount receivable) under Hedging Agreements with respect to interest rates during such period (whether or not actually paid or received during such period).

“Interest Rate Basis” shall mean the Base Rate or the Eurodollar Basis, as applicable.

“In-Transit Inventory” shall mean Inventory of a Borrower Party that is currently in transit (whether by vessel, air or land) from (i) a location outside the United States or Canada to a location in the United States or Canada (other than the Province of Quebec) or (ii) a location in the United States or Canada to another location in the United States or Canada (other than the Province of Quebec).

“In-Transit Inventory Limit” shall mean (i) during Parent’s fiscal months of January and February, \$40,000,000 and (ii) at all other times, \$30,000,000.

“Inventory” shall mean all “inventory,” as such term is defined in the UCC, of each Borrower Party, whether now existing or hereafter acquired, wherever located, and in any event including inventory, merchandise, goods and other personal property that are held by or on behalf of a Borrower Party for sale or lease or are furnished or are to be furnished (but only when so furnished) under a contract of service, goods that are leased by a Borrower Party as lessor, or that constitute raw materials, samples, work-in-process, finished goods, returned goods, promotional materials or materials or supplies of any kind, nature or description used or consumed or to be used or consumed in such Borrower Party’s business or in the processing, production, packaging, promotion, delivery or shipping of the same, including all supplies and embedded software.

“Investment” shall mean, with respect to any Person, any loan, advance or extension of credit by such Person to, or any Guaranty with respect to the Equity Interests, Funded Debt or other obligations of, or any contributions to the capital of, any other Person, or any ownership, purchase or other acquisition by such Person of any Equity Interests of any other Person, other than any acquisition of all or substantially all of the Equity Interests of a Person.

“Issuing Bank Joinder Agreement” shall have the meaning specified in Section 2.15(i).

“Issuing Banks” shall mean (a) SunTrust Bank and (b) any other Person (consented to by the Administrative Agent and, so long as no Default exists, the Administrative Borrower) who hereafter may be designated as an Issuing Bank pursuant to an Assignment and Acceptance or pursuant to an Issuing Bank Joinder Agreement; provided, however, under no circumstances shall there be more than four (4) Issuing Banks at any one time.

“Lender Group” shall mean, collectively, the Administrative Agent, the Issuing Banks and the Lenders. In addition, if any Person ceases to be a Lender, then for any Lender Hedge Agreement entered into by any Borrower Party with such Person while it was a Lender, such Person shall be deemed to be a member of the Lender Group for purposes of determining the secured parties under any Security Documents.

“Lender Hedge Agreement” shall mean any and all Hedge Agreements now existing or hereafter entered into between or among any Borrower Party, on the one hand, and any Person that is a Lender (or an Affiliate of a Lender) at the time such Hedge Agreement was entered into, on the other hand.

“Lenders” shall mean those lenders whose names are set forth on the signature pages to this Agreement under the heading “Lenders” and any assignees of the Lenders who hereafter become parties hereto pursuant to and in accordance with Section 11.5; and “Lender” shall mean any one of the foregoing Lenders.

“Letter of Credit Commitment” shall mean, with respect to any Issuing Bank, the obligation of such Issuing Bank to issue, or arrange for the issuance of, Letters of Credit pursuant to the terms of this Agreement in an aggregate face amount from time to time not to exceed the amount set forth on Schedule 1(a) or any applicable Assignment and Acceptance; provided, however, the aggregate face amount of all outstanding Standby Letters of Credit shall not at any time exceed \$20,000,000.

“Letter of Credit Obligations” shall mean, at any time, the sum of (a) an amount equal to one hundred percent (100%) of the aggregate undrawn and unexpired stated amount (including the amount to which any such Letter of Credit can be reinstated pursuant to its terms) of the then outstanding Letters of Credit, plus (b) an amount equal to one hundred percent (100%) of the aggregate drawn, but unreimbursed drawings of any Letters of Credit (excluding, for the avoidance of doubt, such drawings that have been reimbursed with Advances made pursuant to Section 2.15(e)).

“Letter of Credit Reserve Account” shall mean any account maintained by the Administrative Agent for the benefit of any Issuing Bank, the proceeds of which shall be applied as provided in Section 9.2(d).

“Letters of Credit” shall mean (a) either Standby Letters of Credit or Documentary Letters of Credit issued by Issuing Banks or arranged by an Issuing Bank for the account of any Borrower Party from time to time in accordance with Section 2.15 and (b) the Existing Letters of Credit.

“License Agreement” shall mean any license agreement or other agreement between a Borrower Party and a Person duly holding rights in a trademark, trade name or service mark pursuant to which such Borrower Party is granted a license to use such trademark, trade name or service mark on Inventory of such Borrower Party.

“Licensor Consent Agreement” shall mean an agreement among the applicable Borrower Party, the Administrative Agent and the applicable licensor in form and substance reasonably acceptable to the Administrative Agent pursuant to which, among other things, the licensor acknowledges the Lien of the Administrative Agent in the Inventory that is subject to the applicable License Agreement and agrees to permit the

Administrative Agent to sell the Inventory that is subject to the License Agreement upon and during the continuance of an Event of Default.

“Lien” shall mean, with respect to any property, any mortgage, lien, pledge, assignment for security purposes, charge, security interest, title retention agreement, levy, execution, seizure, attachment, garnishment, any documents, notice, instruments or other filings under the Federal Assignment of Claims Act of 1940, or other encumbrance of any kind in respect of such property, whether or not choate, vested, or perfected.

“Lien Acknowledgement Agreement” shall mean an agreement between a Freight Handler and the Administrative Agent, in form and substance satisfactory to the Administrative Agent, pursuant to which, among other things, the Freight Handler (a) acknowledges the Lien of the Administrative Agent in the Collateral in the possession of the Freight Handler and any documents evidencing same, (b) agrees to hold any documents of title evidencing the Collateral as Administrative Agent’s agent and bailee for purposes of perfecting the Administrative Agent’s Lien on such Collateral and (c) if so instructed by the Administrative Agent, agrees to return to the Administrative Agent or otherwise deliver at its direction, all of the Collateral in its custody, control or possession.

“Loan Account” shall have the meaning specified in Section 2.7(b).

“Loan Documents” shall mean this Agreement, any Revolving Loan Notes, the Security Documents, the Blocked Account Agreements, the Fee Letter, the Post-Closing Agreement, the Guaranty Supplements, all reimbursement agreements relating to Letters of Credit issued hereunder, all Lien Acknowledgement Agreements, all Collateral Access Agreements, all Compliance Certificates, all Requests for Advance, all Requests for Issuance of Letters of Credit, all Notices of Conversion/Continuation, all Notices of Requested Commitment Increase, all Borrowing Base Certificates, all documents executed in connection with the Federal Assignment of Claims Act of 1940 (if any), and all other documents, lockbox agreements, instruments, certificates, and agreements executed or delivered by a Borrower Party in connection with or contemplated by this Agreement, including, without limitation, any security agreements or guaranty agreements from any Borrower’s Subsidiaries to the Lender Group, or any of them; provided, however, that, notwithstanding the foregoing, none of the Bank Product Documents shall constitute Loan Documents.

“Loans” shall mean, collectively, the Revolving Loans, the Swing Loans and the Agent Advances.

“Majority Lenders” shall mean, as of any date of calculation, Lenders the sum of whose unutilized Revolving Loan Commitments plus Loans (other than Swing Loans and Agent Advances) outstanding plus participation interests in Letter of Credit Obligations, Swing Loans and Agent Advances outstanding on such date of calculation exceeds fifty percent (50%) of the sum of the aggregate unutilized Revolving Loan Commitment plus Loans (other than Swing Loans and Agent Advances) outstanding plus participation

interests in Letter of Credit Obligations, Swing Loans and Agent Advances outstanding of all of the Lenders as of such date of calculation.

“Margin Stock” shall have the meaning specified in Section 5.1(t).

“Material Contracts” shall mean, collectively, all contracts, leases, instruments, guaranties, licenses or other arrangements (other than the Loan Documents) to which any Borrower Party or any Subsidiary of a Borrower Party is or becomes a party and which are required to be filed with the U.S. Securities and Exchange Commission under Item 601(b)(4) or 601(b)(10) of Regulation S-K (other than those required to be filed as a result of Item 601(b)(10)(ii)(A), 601(b)(10)(iii)(A) or 601(b)(10)(iii)(B) of Regulation S-K).

“Materially Adverse Effect” shall mean, with respect to any event, act, condition or occurrence of whatever nature (including any adverse determination in any litigation, arbitration or governmental investigation or proceeding), a material adverse change in, or a material adverse effect on: (a) the business, operations, properties, condition (financial or otherwise), assets or income of the Borrowers and their Subsidiaries, taken as a whole; (b) the ability of the Borrowers and their Subsidiaries, taken as a whole, to perform any material obligations under the Loan Documents, taken as a whole; or (c) (i) the validity, binding effect or enforceability of the Loan Documents, taken as a whole, (ii) the rights, remedies or benefits available to the Administrative Agent, the Issuing Banks or any Lender under the Loan Documents, taken as a whole, or (iii) the attachment, perfection or priority of any Lien of the Administrative Agent under the Security Documents on a material portion of the Collateral. In determining whether any individual event, act, condition or occurrence of the foregoing types would result in a Materially Adverse Effect, notwithstanding that a particular event, act, condition or occurrence does not itself have such effect, a Materially Adverse Effect shall be deemed to have occurred if the cumulative effect of such event, act, condition or occurrence and all other events, acts, conditions or occurrences of the foregoing types which have occurred would result in a Materially Adverse Effect.

“Maturity Date” shall mean August 15, 2013, or such earlier date as payment of the Loans shall be due (whether by acceleration or otherwise); provided, however, if the Borrowers’ outstanding Senior Notes are (a) not repaid in full on or prior to November 16, 2010 or (b) refinanced in full on or prior to November 16, 2010 pursuant to a new note offering or other financing that has a maturity date at least six (6) months after August 15, 2013, then the maturity date of this Agreement shall be the date that is six (6) months prior to the maturity date of the Senior Notes (or such new notes or other financing).

“Maximum Guaranteed Amount” shall have the meaning specified in Section 3.1(g).

“Moody’s” shall mean Moody’s Investor Service, Inc., or any successor thereto.

“Multiemployer Plan” shall mean a “multiemployer plan” as defined in Section 4001(a)(3) of ERISA, and to which any Borrower Party or ERISA Affiliate is making, is obligated to make, has made or has been obligated to make at any time within the past five (5) years, contributions on behalf of participants who are or were employed by any of them.

“Necessary Authorizations” shall mean all material authorizations, consents, permits, approvals, licenses, and exemptions from, and all filings and registrations with, and all reports to, any Governmental Authority whether federal, state, local, and all agencies thereof, which are required for the transactions contemplated by the Loan Documents and the conduct of the businesses and the ownership (or lease) of the properties and assets of the Borrower Parties.

“Net Cash Proceeds” shall mean, with respect to any sale, lease, transfer, casualty loss or other disposition or loss of assets by any Borrower Party or any issuance by any Borrower Party of any Equity Interests or the incurrence by any Borrower Party of any Funded Debt (other than the Obligations), the aggregate amount of cash received for such assets or Equity Interests, or as a result of such Funded Debt, net of reasonable and customary transaction costs properly attributable to such transaction and payable by such Borrower Party to a non-Affiliate in connection with such sale, lease, transfer or other disposition of assets or the issuance of any Equity Interests or the incurrence of any Funded Debt, including, without limitation, sales commissions and underwriting discounts.

“Net Income” shall mean, for any period, the net income (or loss) of the Borrowers and their Subsidiaries for such period determined on a consolidated basis in accordance with GAAP, but excluding therefrom (to the extent otherwise included therein) (i) any extraordinary gains or losses, (ii) any gains attributable to write-ups of assets, (iii) any non-cash losses attributable to write-downs of intangible assets, (iv) any Equity Interest of any Borrower or any Subsidiary of any Borrower in the unremitted earnings of any Person that is not a Subsidiary, (v) any income (or loss) of any Person accrued prior to the date it becomes a Subsidiary or is merged into or consolidated with any Borrower or any Subsidiary on the date that such Person’s assets are acquired by such Borrower or such Subsidiary and (vi) non-cash expenses in connection with stock compensation.

“New Lender” shall have the meaning specified in Section 2.17(a)(i).

“NOLV” shall mean, as to any particular asset, the value determined by multiplying (a) the estimated percentage recoverable for such class of Eligible Inventory in an orderly liquidation thereof net of all liquidation costs and expenses, as determined based on the most recent appraisal conducted by a qualified appraiser selected by the Administrative Agent, times (b) the Perpetual Inventory Cost of such asset. In respect of the determination of the NOLV of Eligible In-Transit Inventory, the “estimated percentage recoverable” shall take into account, among other things, the respective

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amounts necessary to obtain the release of any possessory Lien of any related common carrier and any Lien in favor of any related Approved Freight Handler, as well as any costs of demurrage.

“Notice of Conversion/Continuation” shall mean a notice in substantially the form of Exhibit F.

“Notice of Requested Commitment Increase” shall mean a notice substantially in the form of Exhibit K.

“Obligations” shall mean (a) all payment and performance obligations as existing from time to time of the Borrower Parties to the Lender Group, or any of them, under this Agreement and the other Loan Documents (including all Letter of Credit Obligations and including any interest, fees and expenses that, but for the provisions of the Bankruptcy Code, would have accrued), or as a result of making the Loans or issuing the Letters of Credit, (b) the obligation to pay an amount equal to the amount of any and all damages which the Lender Group, or any of them, may suffer by reason of a breach by any Borrower Party of any obligation, covenant, or undertaking with respect to this Agreement or any other Loan Document, and (c) any debts, liabilities and obligations as existing from time to time of any Borrower Party to any Lender (or an Affiliate of any Lender) arising from or in connection with any Bank Products and, if such Lender ceases to be a Lender, any debts, liabilities and obligations as existing from time to time of any Borrower Party to such Lender (or an Affiliate of such Lender) arising from or in connection with any Bank Products Documents entered into at a time when such Person was a Lender hereunder.

“OFAC” shall mean the Office of Foreign Assets Control of the United States Department of the Treasury.

“Other Taxes” shall have the meaning specified in Section 2.8(b)(ii).

“Overadvance” shall have the meaning specified in Section 2.1(e).

“Parent” shall mean Oxford Industries, Inc., a Georgia corporation.

“Participant” shall have the meaning specified in Section 11.5(d).

“Payment Date” shall mean the last day of each Eurodollar Advance Period for a Eurodollar Advance.

“PBGC” shall mean the Pension Benefit Guaranty Corporation or any entity succeeding to any or all of its functions under ERISA.

“Perfection Certificate” shall mean, collectively, the perfection certificates delivered by each of the Borrower Parties to the Administrative Agent.

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“Permitted Discretion” shall mean a determination made in the exercise of reasonable commercial discretion in accordance with the Administrative Agent’s customary or generally applicable credit policies.

“Permitted Liens” shall mean, as applied to any Person:

- (a) Any Lien in favor of the Administrative Agent or any other member of the Lender Group given to secure the Obligations;
- (b) (i) Liens on real estate for real estate taxes not yet delinquent and (ii) Liens for taxes, assessments, judgments, governmental charges or levies, or claims not yet delinquent or the non-payment of which is being diligently contested in good faith by appropriate proceedings and for which adequate reserves have been set aside on such Person’s books;
- (c) Liens of carriers, warehousemen, mechanics, laborers, suppliers, workers and materialmen incurred in the ordinary course of business for sums not yet due or being diligently contested in good faith, if such reserve or appropriate provision, if any, as shall be required by GAAP shall have been made therefor;
- (d) Liens incurred in the ordinary course of business in connection with worker’s compensation and unemployment insurance or other types of social security benefits;
- (e) Easements, rights-of-way, restrictions (including zoning or deed restrictions), and other similar encumbrances on the use of real property which in the reasonable opinion of the Administrative Agent do not interfere with the ordinary conduct of the business of such Person;
- (f) Purchase money security interests and Liens securing Capitalized Lease Obligations provided that such Lien attaches only to the asset (which asset shall not constitute Inventory) so purchased or leased by such Person and secures only Funded Debt incurred by such Person in order to purchase or lease such asset, but only to the extent permitted by Section 8.1(d);
- (g) Deposits to secure the performance of bids, trade contracts, tenders, sales, leases, statutory obligations, surety and appeal bonds, performance bonds and other obligations of a like nature incurred in the ordinary course of business;
- (h) Liens on assets of the Borrower Parties and their Subsidiaries existing as of the Agreement Date which are set forth on Schedule 1(b);
- (i) With respect to real property, Liens that are exceptions to the commitments for title insurance issued in connection with any mortgage thereon;

- (j) Liens on the assets of Ben Sherman and its Subsidiaries securing Funded Debt under the UK Credit Facility;
- (k) Liens on the assets of Ben Sherman and its Subsidiaries that are permitted under the UK Credit Facility;
- (l) Statutory Liens in favor of landlords with respect to Inventory at leased premises in a state that provides for statutory Liens in favor of landlords or Liens arising under leases entered into by a Borrower Party in the ordinary course of business;

(m) Liens on real property and Intellectual Property (as defined in the Security Agreement) and Liens on the Collateral which are subordinated to the Liens on the Collateral in favor of the Administrative Agent, for the benefit of the Lender Group, securing Funded Debt permitted under Section 8.1(e) in an aggregate principal amount not to exceed \$200,000,000 so long as (i) any such Liens and the related Funded Debt are subject to an intercreditor agreement, to the extent required by the Administrative Agent, which shall be on terms and conditions reasonably acceptable to the Administrative Agent and the Majority Lenders and (ii) if any such subordinated Lien is granted on the Collateral to any other Person, then the Administrative Agent, for the benefit of the Lender Group, shall have also been granted a subordinated Lien on any assets or property of the Borrower Parties and their Subsidiaries securing such other Funded Debt owing to such other Person to the extent that such assets or property, but for the granting of such subordinated Lien, do not constitute Collateral; and

(n) Liens on cash collateral in an aggregate amount not to exceed \$10,150,000 provided to HSBC Bank USA, National Association (“HSBC”) pursuant to a reimbursement agreement (or otherwise) with respect to letters of credit issued by HSBC or its Affiliates on behalf of one or more of the Borrower Parties under the Existing Credit Agreement as listed on Schedule P-1.

“Perpetual Inventory Cost” shall mean the cost of such Inventory as maintained by the Borrower Parties in their wholesale or retail perpetual inventory systems, in each case consistent with the methodology used by the Borrower Parties as of the most recent appraisal conducted by or on behalf of the Administrative Agent with respect to such Inventory.

“Person” shall mean an individual, corporation, partnership, trust, joint stock company, limited liability company, unincorporated organization, other legal entity or joint venture or a government or any agency or political subdivision thereof.

“Plan” shall mean an employee benefit plan within the meaning of Section 3(3) of ERISA that any Borrower Party or ERISA Affiliate maintains, contributes to or has an obligation to contribute to or has maintained, contributed to or had an obligation to contribute to at any time within the past six (6) years on behalf of participants who were employed by any Borrower Party or ERISA Affiliate.

“Post-Closing Agreement” shall mean that certain letter agreement dated as of the Agreement Date among the Borrowers and the Administrative Agent with respect to certain post closing matters to be completed by the Borrower Parties.

“Pounds Sterling” shall mean the lawful currency of the United Kingdom and, if the United Kingdom adopts the Euro as its lawful currency, includes the equivalent amount of Euros.

“Pro Forma Basis” shall mean for purposes of determining compliance with the Financial Covenant and the defined terms relating thereto, giving pro forma effect to any acquisition or sale of a Person, all or substantially all of the business or assets of a Person, and any related incurrence, repayment or refinancing of Funded Debt, Capital Expenditures or other related transactions which would otherwise be accounted for as an adjustment permitted by Regulation S-X under the Securities Act or on a pro forma basis under GAAP, in each case, as if such acquisition or sale and related transactions were realized on the first day of the relevant period.

“Property” shall mean any real property or personal property, plant, building, facility, structure, underground storage tank or unit, equipment, Inventory or other asset owned, leased or operated by the Borrower Parties, their Subsidiaries or any of them (including, without limitation, any surface water thereon or adjacent thereto, and soil and groundwater thereunder).

“Qualified Cash” shall mean, as of any date of determination, the amount of unrestricted cash and Cash Equivalents of the Borrower Parties that is in deposit accounts or in securities accounts, or any combination thereof, and which such deposit account or securities account is the subject of a Blocked Account Agreement and is maintained by a branch office of a bank or securities intermediary located within the United States; provided, however, the aggregate amount included in the calculation of “Qualified Cash” for cash and Cash Equivalents maintained with any bank or other financial institution other than the Administrative Agent shall not at any time exceed \$2,000,000.

“Register” shall have the meaning specified in Section 11.5(c).

“Reimbursement Obligations” shall mean the payment obligations of the Borrowers under Section 2.15(d).

“Rent Expense” shall mean, for any period, the sum of all base and percentage rental expense (but excluding any expense payable for leasehold improvements, common area maintenance, taxes, insurance, utilities, marketing costs and similar charges) for real property of the Borrowers and its Subsidiaries, determined on a consolidated basis in accordance with GAAP.

“Rent Reserve” shall mean, with respect to any leased real property other than (a) leased premises at which the book value of Inventory at such location is less than or equal

to \$100,000 or (b) leased premises in regard to which the landlord thereof shall have executed and delivered to the Administrative Agent a Collateral Access Agreement, an amount equal to three (3) months rental expense for such leased real property (or such other amount as the Administrative Agent may deem appropriate in its Permitted Discretion based on the circumstances).

“Replacement Event” shall have the meaning specified in Section 11.16.

“Replacement Lender” shall have the meaning specified in Section 11.16.

“Reportable Event” shall mean any “reportable event” within the meaning of Section 4043 of ERISA with respect to a Title IV Plan for which the thirty (30) day notice period has not been waived.

“Request for Advance” shall mean any certificate signed by an Authorized Signatory of the Administrative Borrower requesting a new Advance hereunder, which certificate shall be denominated a “Request for Advance,” and shall be in substantially the form of Exhibit G. Each Request for Advance shall, among other things, specify the date of the Advance, which shall be a Business Day, the amount of the Advance, and the type of Advance.

“Request for Issuance of Letter of Credit” shall mean any certificate signed by an Authorized Signatory of the Administrative Borrower requesting that an Issuing Bank issue a Letter of Credit hereunder, which certificate shall be in substantially the form of Exhibit H, and shall, among other things, (a) specify that the requested Letter of Credit is either a Documentary Letter of Credit or a Standby Letter of Credit, (b) the stated amount of the Letter of Credit (which shall be in Dollars), (c) the effective date (which shall be a Business Day) for the issuance of such Letter of Credit, (d) the date on which such Letter of Credit is to expire (which shall be a Business Day and which shall be subject to Section 2.15(a)), (e) the Person for whose benefit such Letter of Credit is to be issued, (f) other relevant terms of such Letter of Credit, and (g) the Available Letter of Credit Amount as of the scheduled date of issuance of such Letter of Credit.

“Reserves” shall mean reserves that the Administrative Agent may establish from time to time in its Permitted Discretion for such purposes as the Administrative Agent shall deem necessary (without duplication of any amounts accounted for in the definitions of Eligible Accounts, Eligible Credit Card Receivables, Eligible Domestic Inventory, Eligible In-Transit Inventory, Eligible L/C Inventory or NOLV). Without limiting the generality of the foregoing, the following reserves (without duplication) shall be deemed an exercise of the Administrative Agent’s Permitted Discretion: (a) reserves for accrued but unpaid ad valorem, excise and personal property tax liability; (b) Bank Product Reserves; (c) reserves for warehousemen’s, bailees’, shippers’ or carriers’ charges; (d) reserves for any other matter that has a negative impact on the value of the Collateral; (e) the Dilution Reserve; (f) the Rent Reserve; (g) with respect to Eligible In-Transit Inventory and Eligible L/C Inventory, reserves for duties, customs brokers, insurance and

other incidental charges pertaining thereto; and (h) with respect to Eligible Inventory, reserves for any required royalty or similar licensing payments.

“Restricted Payment” shall mean (a) any Dividend, or (b) any redemption, purchase, retirement, defeasance, sinking fund or similar payment or any claim of rescission of or with respect to the Equity Interests of Parent.

“Retail Borrower Parties” shall mean, collectively, all Domestic Subsidiaries of Parent that are parties to this Agreement and whose principal business is the operation of retail stores.

“Retiree Welfare Plan” shall mean a Plan that is an “employee welfare benefit plan” within the meaning of Section 3(1) of ERISA that provides for continuing coverage or benefits for any participant or any beneficiary of a participant after such participant’s termination of employment, other than continuation coverage provided pursuant to Code Section 4980B (or applicable state law mandating health insurance continuation coverage for employees) and at the sole expense of the participant or the beneficiary.

“Revolving Commitment Ratio” shall mean, with respect to any Lender, the ratio, expressed as a percentage, of (a) the Revolving Loan Commitment of such Lender, divided by (b) the Revolving Loan Commitment of all Lenders, which, as of the Agreement Date, are set forth (together with Dollar amounts thereof) on Schedule 1(a).

“Revolving Loan Commitment” shall mean the several obligations of the Lenders to advance to the Borrowers on or after the Agreement Date, in accordance with their respective Revolving Commitment Ratios, pursuant to the terms of this Agreement, the aggregate amount of up to \$175,000,000, as such amount may be reduced from time to time pursuant to the terms of this Agreement or increased pursuant to Section 2.17.

“Revolving Loan Notes” shall mean those certain promissory notes issued by the Borrowers to each of the Lenders that requests a promissory note, in accordance with each such Lender’s Revolving Commitment Ratio of the Revolving Loan Commitment, in substantially in the form of Exhibit I.

“Revolving Loans” shall mean, collectively, the amounts (other than Agent Advances and Swing Loans) advanced from time to time by the Lenders to the Borrowers under the Revolving Loan Commitment, not to exceed the amount of the Revolving Loan Commitment.

“S&P” shall mean Standard & Poor’s Ratings Group, a division of McGraw-Hill, Inc., or any successor thereto.

“Sanctioned Country” shall mean a country subject to a sanctions program identified on the list maintained by OFAC and available at

<http://www.treas.gov/offices/eotffc/ofac/sanctions/index.html>, or as otherwise published from time to time.

“Sanctioned Person” shall mean (i) a Person named on the list of “Specially Designated Nationals and Blocked Persons” maintained by OFAC available at <http://www.treas.gov/offices/eotffc/ofac/sdn/index.html>, or as otherwise published from time to time, or (ii) (A) an agency of the government of a Sanctioned Country, (B) an organization controlled by a Sanctioned Country, or (C) a person resident in a Sanctioned Country, to the extent subject to a sanctions program administered by OFAC.

“SEA” shall mean the Securities and Exchange Act of 1934 and the rules promulgated thereunder by the Securities and Exchange Commission, as amended from time to time or any similar Federal law then in force.

“Securities Act” shall mean the Securities Act of 1933, as amended, or any similar Federal law then in force.

“Security Agreement” shall mean that certain Amended and Restated Pledge and Security Agreement dated as of the Agreement Date among the Borrower Parties and the Administrative Agent, on behalf of, and for the benefit of, the Lender Group.

“Security Documents” shall mean, collectively, the Security Agreement, all UCC-1 financing statements and any other document, instrument or agreement granting Collateral for the Obligations, as the same may be amended or modified from time to time.

“Senior Notes” shall mean the senior debt securities of Parent issued under and pursuant to the terms of the Indenture and due June 11, 2011, as amended, restated, supplemented or otherwise modified from time to time in accordance with Section 8.13, and shall include (a) any note or notes issued in exchange, substitution or replacement thereof pursuant to the Indenture or (b) any new note offering or other financing used, in material part, to repay all or a portion of such senior debt securities of Parent so long as any such new note offering or other financing (i) is on market terms and conditions determined as of the date any such Funded Debt is incurred and (ii) has a maturity date not earlier than the date that is six months following the stated Maturity Date.

“Senior Notes Debt” shall mean Funded Debt evidenced by the Senior Notes Documents.

“Senior Notes Documents” shall mean the Senior Notes, the Indenture and any other document, instrument or other agreement executed in connection therewith, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with Section 8.13.

“Standby Letter of Credit” shall mean a Letter of Credit issued to support obligations of any Borrower Party incurred in the ordinary course of its business, and which is not a Documentary Letter of Credit.

“Subsidiary” shall mean, as applied to any Person, (a) any corporation of which more than fifty percent (50%) of the outstanding stock (other than directors’ qualifying shares) having ordinary voting power to elect a majority of its board of directors, regardless of the existence at the time of a right of the holders of any class or classes of securities of such corporation to exercise such voting power by reason of the happening of any contingency, or any partnership or limited liability company of which more than fifty percent (50%) of the outstanding partnership interests or membership interests, as the case may be, is at the time owned by such Person, or by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person, and (b) any other entity which is controlled or capable of being controlled by such Person, or by one or more Subsidiaries of such Person, or by such Person and one or more Subsidiaries of such Person; provided, however, that as applied to Parent or its Subsidiaries, the term “Subsidiary” shall not include the Persons listed on Schedule 1(c) or any Excluded Subsidiary.

“Subsidiary Guarantors” shall mean all Subsidiaries of the Borrowers signatory to this Agreement as a “Guarantor” and all Subsidiaries of the Borrowers that have executed and delivered a Guaranty Supplement.

“Swing Bank” shall mean SunTrust Bank, or any other Lender who shall agree with the Administrative Agent and the Administrative Borrower to act as Swing Bank.

“Swing Loan Commitment” shall mean the obligation of the Swing Bank in accordance with Section 2.1(d) to make Swing Loans in the aggregate amount of up to \$15,000,000, as such amount may be reduced from time to time pursuant to this Agreement.

“Swing Loans” shall mean, collectively, the amounts advanced from time to time by the Swing Bank to the Borrowers under the Swing Loan Commitment, not to exceed the amount of the Swing Loan Commitment.

“Taxes” shall have the meaning specified in Section 2.8(b)(i).

“TBG” shall mean Tommy Bahama Group, Inc., a Delaware corporation.

“Title IV Plan” shall mean a Plan that is an “employee pension benefit plan,” within the meaning of Section 3(2) of ERISA, that is covered by Title IV of ERISA.

“Total Funded Debt” shall mean, as of any date of determination, all Funded Debt of the Borrowers and their Subsidiaries measured on a consolidated basis as of such date, but excluding Funded Debt of the type described in subsection (xi) of the definition

thereof.

“UCC” shall mean the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles or Divisions of the UCC, the definition of such term contained in Article or Division 9 shall govern; provided further, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the Administrative Agent’s Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term “UCC” shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

“UK Credit Facility” shall mean one or more credit facilities in favor of Ben Sherman or any of its Subsidiaries, whether now existing or hereafter created or established, and any refinancing or replacement credit facilities.

“UK Credit Facility Documents” shall mean all documents executed by Ben Sherman or any of its Subsidiaries in connection with the UK Credit Facility, as the same may be amended, restated, supplemented or otherwise modified from time to time in accordance with Section 8.13.

“Uniform Customs” shall mean the Uniform Customs and Practice for Documentary Credits (2007 Revision), International Chamber of Commerce Publication No. 600 (or such later revision as may be published by the International Chamber of Commerce on any date any Letter of Credit may be issued).

“Unused Line Fee” shall have the meaning specified in Section 2.4(b).

“US” or “United States” shall mean the United States of America.

“US Ben Sherman Holdco” shall mean Oxford Private Limited of Delaware, Inc., a Delaware corporation.

“USA Patriot Act” shall mean the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism (USA PATRIOT ACT) Act of 2001, Pub. L. No. 107-56, 115 Stat. 272 (2001), as the same has been, or shall hereafter be, renewed, extended, amended or replaced.

“Voidable Transfer” shall have the meaning specified in Section 11.18.

“Wholly Owned Subsidiary” means, with respect to any Person, any corporation, partnership or other entity of which all of the Equity Interests (other than directors’



qualifying shares and other de minimus Equity Interests that are required to be issued to natural Persons, local residents or nationals or to a minimum number of holders of Equity Interests, in order to satisfy any requirements of Applicable Law) are directly or indirectly owned or controlled by such Person or one or more Wholly Owned Subsidiaries of such Person or by such Person and one or more Wholly Owned Subsidiaries of such Person.

Section 1.2 Accounting Principles. The classification, character and amount of all assets, liabilities, capital accounts and reserves and of all items of income and expense to be determined, and any consolidation or other accounting computation to be made, and the interpretation of any definition containing any financial term, pursuant to this Agreement shall be determined and made in accordance with GAAP consistently applied, unless such principles are inconsistent with the express requirements of this Agreement; provided that if because of a change in GAAP after the date of this Agreement any Borrower or any of its Subsidiaries would be required to alter a previously utilized accounting principle, method or policy in order to remain in compliance with GAAP, such determination shall continue to be made in accordance with such Borrower's or such Subsidiary's previous accounting principles, methods and policies. All accounting terms used herein without definition shall be used as defined under GAAP. All financial calculations hereunder shall, unless otherwise stated, be determined for the Borrowers on a consolidated basis with their Subsidiaries.

Section 1.3 Other Interpretive Matters. Each definition of an agreement in this Article 1 shall include such instrument or agreement as amended, restated, supplemented or otherwise modified from time to time with, if required, the prior written consent of the Majority Lenders, except as provided in Section 11.12 and otherwise to the extent permitted under this Agreement and the other Loan Documents. Except where the context otherwise requires, definitions imparting the singular shall include the plural and vice versa. Except where otherwise specifically provided herein, each reference to a "Section", "Article", "Exhibit" or "Schedule" shall be to a Section or Article of this Agreement or an Exhibit or Schedule attached to this Agreement. Except where otherwise specifically restricted, reference to a party to a Loan Document includes that party and its successors and assigns. All terms used herein which are defined in Article 9 of the UCC and which are not otherwise defined herein shall have the same meanings herein as set forth therein.

Section 1.4 Certain Provisions Cumulative. The permissive subsections and clauses in each Section of Article 8 are intended to be and are to be construed as cumulative provisions. To the extent that any item, transaction, event, fact or circumstance would be permitted under more than one such subsection or clause of any Section of Article 8, such item, transaction, event, fact or circumstance shall be deemed permitted under one such subsection or clause without reducing the amount permitted under or otherwise limiting any other subsection or clause of such Section. In any such case, the Borrowers may elect which such subsection or clause shall be deemed to permit

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any item, transaction, event, fact or circumstance, and notwithstanding any such election, may thereafter elect that such item, transaction, event, fact or circumstance be deemed permitted under another such subsection or clause that otherwise permits such item, transaction, event, fact or circumstance.

## ARTICLE 2.

### THE LOANS AND THE LETTERS OF CREDIT

Section 2.1 Extension of Credit. Subject to the terms and conditions of, and in reliance upon the representations and warranties made in, this Agreement and the other Loan Documents, the Lenders have extended and agree, severally in accordance with their respective Revolving Commitment Ratios, and not jointly, to extend credit to the Borrowers in an aggregate principal amount not to exceed \$175,000,000.

(a) The Revolving Loans. Each Lender agrees, severally in accordance with its Revolving Commitment Ratio and not jointly with the other Lenders, upon the terms and subject to the conditions of this Agreement, to lend and relend to the Borrowers, from time to time on any Business Day prior to the Maturity Date, amounts which do not exceed such Lender's ratable share (based upon such Lender's Revolving Commitment Ratio) of Availability as of such Business Day. Subject to the terms and conditions hereof and prior to the Maturity Date, Advances under the Revolving Loan Commitment may be repaid and reborrowed from time to time on a revolving basis.

(b) Intentionally Omitted.

(c) The Letters of Credit. Subject to the terms and conditions of this Agreement, each Issuing Bank agrees, severally in accordance with its Letter of Credit Commitment and not jointly, to issue Letters of Credit (or to arrange with a Foreign Issuer for the issuance of a Letter of Credit on behalf of such Issuing Bank) for the account of the Borrowers, from time to time on any Business Day prior to the date thirty (30) days prior to the Maturity Date, pursuant to Section 2.15 (i) in an aggregate outstanding face amount (A) for all Issuing Banks, not to exceed the Aggregate Letter of Credit Commitment at any time (B) for an individual Issuing Bank, not to exceed such Issuing Bank's Letter of Credit Commitment and (ii) not to exceed, with respect to the issuance of any individual Letter of Credit as of any Business Day, the Available Letter of Credit Amount as of such Business Day.

(d) The Swing Loans. Subject to the terms and conditions of this Agreement, the Swing Bank, in its sole discretion, may from time to time on any Business Day after the Agreement Date but prior to the Maturity Date, make Swing Loans to the Borrowers (i) in an amount not to exceed Availability as of such Business Day and (ii) in an aggregate amount (including all Swing Loans outstanding as of such Business Day) not to exceed \$15,000,000.

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(e) Overadvances. If at any time the amount of the Aggregate Revolving Credit Obligations exceeds the Revolving Loan Commitment, the Borrowing Base or any other applicable limitation set forth in this Agreement (including, without limitation, the limitations on Swing Loans, Agent Advances and Letters of Credit) such excess (an “Overadvance”) shall nevertheless constitute a portion of the Obligations that are secured by the Collateral and are entitled to all benefits thereof. For the avoidance of doubt, under no circumstances shall any Lender be required to make Loans (or be deemed to have purchased and received interests and participations in Letters of Credit) in an aggregate amount in excess of its Revolving Loan Commitment. In no event, however, shall the Borrowers have any right whatsoever to (i) receive any Revolving Loan, (ii) receive any Swing Loan, or (iii) request the issuance of any Letter of Credit if, before or after giving effect thereto, there shall exist a Default or an Overadvance. In the event that (1) the Lenders shall make any Revolving Loans, (2) the Swing Bank shall make any Swing Loan, (3) the Administrative Agent shall make any Agent Advances or (4) the Issuing Banks shall agree to the issuance of any Letter of Credit, which in any such case gives rise to an Overadvance or an Overadvance should otherwise exist, the Borrowers shall make, on demand, a payment on the Obligations to be applied to the Revolving Loans, the Swing Loans, the Agent Advances and the Letter of Credit Reserve Account, as appropriate, in an aggregate principal amount equal to such Overadvance.

(f) Agent Advances.

(i) Subject to the limitations set forth below and notwithstanding anything else in this Agreement to the contrary, the Administrative Agent is authorized by the Borrowers and the Lenders, from time to time in the Administrative Agent’s sole discretion, (A) at any time that a Default exists, or (B) at any time that any of the other conditions precedent set forth in Article 4 have not been satisfied, to make Base Rate Advances to the Borrowers on behalf of the Lenders in an aggregate amount outstanding at any time not to exceed the lesser of (y) the Revolving Loan Commitment minus all Aggregate Revolving Credit Obligations and (z) \$10,000,000, which the Administrative Agent, in its reasonable business judgment, deems necessary or desirable (1) to preserve or protect the Collateral, or any portion thereof, (2) to enhance the likelihood of, or maximize the amount of, repayment of the Loans and other Obligations, or (3) to pay any other amount chargeable to the Borrowers pursuant to the terms of this Agreement, including costs, fees and expenses as provided under this Agreement (any of such advances are herein referred to as “Agent Advances”); provided, that (i) such amount shall not be outstanding more than 30 days and (ii) the Majority Lenders may at any time revoke the Administrative Agent’s authorization to make Agent Advances. Any such revocation must be in writing and shall become effective prospectively upon the Administrative Agent’s receipt thereof. The Administrative Agent shall promptly provide to the Administrative Borrower written notice of any Agent Advance.

(ii) The Agent Advances shall be secured by the Collateral and shall constitute Obligations hereunder. Each Agent Advance shall bear interest as a Base Rate Advance. Each Agent Advance shall be subject to all terms and conditions of this Agreement and the other Loan Documents applicable to Revolving Loans, except that all payments thereon shall be made to the Administrative Agent solely for its own account and the making of any Agent Advance shall not require the consent of the Borrowers. The Administrative Agent shall have no duty or obligation to make any Agent Advance hereunder.

(iii) The Administrative Agent shall notify each Lender no less frequently than weekly, as determined by the Administrative Agent, of the principal amount of Agent Advances outstanding as of 12:00 noon (Atlanta, Georgia time) as of such date, and each Lender's pro rata share thereof. Each Lender shall before 3:00 p.m. (Atlanta, Georgia time) on such Business Day make available to the Administrative Agent, in immediately available funds, the amount of its pro rata share of such principal amount of Agent Advances outstanding. Upon such payment by a Lender, such Lender shall be deemed to have made a Revolving Loan to the Borrowers, notwithstanding any failure of the Borrowers to satisfy the conditions in Section 4.2. The Administrative Agent shall use such funds to repay the principal amount of Agent Advances. Additionally, if at any time any Agent Advances are outstanding, any of the events described in clauses (g) or (h) of Section 9.1 shall have occurred, then each Lender shall automatically, upon the occurrence of such event, and without any action on the part of the Administrative Agent, the Borrowers or the Lenders, be deemed to have purchased an undivided participation in the principal and interest of all Agent Advances then outstanding in an amount equal to such Lender's Revolving Commitment Ratio and each Lender shall, notwithstanding such Event of Default, immediately pay to the Administrative Agent in immediately available funds, the amount of such Lender's participation (and upon receipt thereof, the Administrative Agent shall deliver to such Lender, a loan participation certificate dated the date of receipt of such funds in such amount). The disbursement of funds in connection with the settlement of Agent Advances hereunder shall be subject to the terms and conditions of this Section 2.1(f).

Section 2.2 Manner of Borrowing and Disbursement of Loans.

(a) Choice of Interest Rate, etc. Any Advance shall, at the option of the Borrowers, be made either as a Base Rate Advance or as a Eurodollar Advance (except for the first three (3) Business Days after the Agreement Date, during which period the Loans shall bear interest as a Base Rate Advance); provided, however, that (i) if the Administrative Borrower fails to give the Administrative Agent written notice specifying whether a Eurodollar Advance is to be repaid, continued or converted on a Payment Date, such Advance shall be converted to a Base Rate Advance on the Payment Date in accordance with Section 2.3(a)(iii), (ii) the Administrative Borrower may not

select a Eurodollar Advance (A) with respect to Swing Loans, (B) with respect to an Advance, the proceeds of which are to reimburse an Issuing Bank pursuant to Section 2.15, or (C) if, at the time of such Advance or at the time of the continuation of, or conversion to, a Eurodollar Advance pursuant to Section 2.2(c), a Default exists and (iii) all Agent Advances shall be made as Base Rate Advances. Any notice given to the Administrative Agent in connection with a requested Advance hereunder shall be given to the Administrative Agent prior to 11:00 a.m. (Atlanta, Georgia time) in order for such Business Day to count toward the minimum number of Business Days required.

(b) Base Rate Advances.

(i) Initial and Subsequent Advances. The Administrative Borrower shall give the Administrative Agent in the case of Base Rate Advances irrevocable notice by telephone not later than 11:00 a.m. (Atlanta, Georgia time) on the Business Day of such Base Rate Advance and shall immediately confirm any such telephone notice with a written Request for Advance; provided, however, that the failure by the Administrative Borrower to confirm any notice by telephone with a written Request for Advance shall not invalidate any notice so given.

(ii) Repayments and Conversions. The Borrowers may (A) subject to Section 2.5, at any time without prior notice repay a Base Rate Advance, or (B) upon at least three (3) Business Days' irrevocable prior written notice by the Administrative Borrower to the Administrative Agent in the form of a Notice of Conversion/Continuation, convert all or a portion of the principal thereof to one or more Eurodollar Advances. Upon the date indicated by the Administrative Borrower, such Base Rate Advance shall be so repaid or converted.

(c) Eurodollar Advances.

(i) Initial and Subsequent Advances. The Administrative Borrower shall give the Administrative Agent in the case of Eurodollar Advances irrevocable notice by telephone not later than 11:00 a.m. (Atlanta, Georgia time) three (3) Business Days prior to the date of such Eurodollar Advance and shall immediately confirm any such telephone notice with a written Request for Advance; provided, however, that the failure by the Administrative Borrower to confirm any notice by telephone with a written Request for Advance shall not invalidate any notice so given.

(ii) Repayments, Continuations and Conversions. At least three (3) Business Days prior to each Payment Date for a Eurodollar Advance, the Administrative Borrower shall give the Administrative Agent written notice in the form of a Notice of Conversion/Continuation specifying whether all or a portion of such Eurodollar Advance outstanding on such Payment Date is to be continued

in whole or in part as one or more new Eurodollar Advances and also specifying the new Eurodollar Advance Period applicable to each such new Eurodollar Advance (and subject to the provisions of this Agreement, upon such Payment Date, such Eurodollar Advance shall be so continued). Upon such Payment Date, any Eurodollar Advance (or portion thereof) not so continued shall be converted to a Base Rate Advance or, subject to Section 2.5, be repaid.

(iii) Miscellaneous. Notwithstanding any term or provision of this Agreement which may be construed to the contrary, each Eurodollar Advance shall be in a principal amount of no less than \$1,000,000 and in an integral multiple of \$500,000 in excess thereof, and at no time shall the aggregate number of all Eurodollar Advances then outstanding exceed six (6).

(d) Notification of Lenders. Upon receipt of a (i) Request for Advance or a telephone or teletype request for Advance, (ii) notification from an Issuing Bank that a draw has been made under any Letter of Credit (unless such Issuing Bank will be reimbursed through the funding of a Swing Loan), or (iii) notice from the Administrative Borrower with respect to the prepayment of any outstanding Eurodollar Advance prior to the Payment Date for such Advance, the Administrative Agent shall promptly notify each Lender by telephone or teletype of the contents thereof and the amount of each Lender's portion of any such Advance. Each Lender shall, not later than 3:00 p.m. (Atlanta, Georgia time) on the date specified for such Advance (under clause (i) or (ii) above) in such notice, make available to the Administrative Agent at the Administrative Agent's Office, or at such account as the Administrative Agent shall designate, the amount of such Lender's portion of the Advance in immediately available funds.

(e) Disbursement. Prior to 4:00 p.m. (Atlanta, Georgia time) on the date of an Advance hereunder, the Administrative Agent shall, subject to the satisfaction of the conditions set forth in Article 4, disburse the amounts made available to the Administrative Agent by the Lenders in like funds by (i) transferring the amounts so made available by wire transfer to the Borrowers' Disbursement Account or (ii) in the case of an Advance the proceeds of which are to reimburse an Issuing Bank pursuant to Section 2.15, transferring such amounts to such Issuing Bank. Unless the Administrative Agent shall have received notice from a Lender prior to 1:00 p.m. (Atlanta, Georgia time) on the date of any Advance that such Lender will not make available to the Administrative Agent such Lender's ratable portion of such Advance, the Administrative Agent may assume that such Lender has made or will make such portion available to the Administrative Agent on the date of such Advance and the Administrative Agent may, in its sole discretion and in reliance upon such assumption, make available to the Borrowers or the appropriate Issuing Bank, as applicable, on such date a corresponding amount. If and to the extent such Lender shall not have so made such ratable portion available to the Administrative Agent, such Lender agrees to repay to the Administrative Agent forthwith on demand such corresponding amount together with interest thereon, for each day from the date such amount is made available to the Borrowers or the appropriate Issuing Bank,

as applicable, until the date such amount is repaid to the Administrative Agent, (x) for the first two (2) Business Days, at the Federal Funds Rate for such Business Days, and (y) thereafter, at the Base Rate. If such Lender shall repay to the Administrative Agent such corresponding amount, such amount so repaid shall constitute such Lender's portion of the applicable Advance for purposes of this Agreement and if both such Lender and the Borrowers shall pay and repay such corresponding amount, the Administrative Agent shall promptly relend to the Borrowers such corresponding amount. If such Lender does not repay such corresponding amount immediately upon the Administrative Agent's demand therefor, the Administrative Agent shall notify the Administrative Borrower and the Borrowers shall immediately pay such corresponding amount to the Administrative Agent. The failure of any Lender to fund its portion of any Advance shall not relieve any other Lender of its obligation, if any, hereunder to fund its respective portion of the Advance on the date of such borrowing, but no Lender shall be responsible for any such failure of any other Lender. In the event that a Lender for any reason fails or refuses to fund its portion of an Advance in violation of this Agreement, then, until such time as such Lender has funded its portion of such Advance, or all other Lenders have received payment in full (whether by repayment or prepayment) of the principal and interest due in respect of such Advance, such non-funding Lender shall not (i) have the right to vote regarding any issue on which voting is required or advisable under this Agreement or any other Loan Document and, with respect to any such Lender, the amount of the Revolving Loan Commitments or Loans, as applicable, held by such Lender shall not be counted as outstanding for purposes of determining "Majority Lenders" hereunder, and (ii) be entitled to receive any payments of principal, interest or fees from the Borrowers or the Administrative Agent (or the other Lenders) in respect of its Loans.

(f) Deemed Requests for Advance. Unless payment is otherwise timely made by the Borrowers, the becoming due of any amount required to be paid under this Agreement or any of the other Loan Documents as principal, interest, reimbursement obligations in connection with Letters of Credit, premiums, fees, reimbursable expenses or other sums payable hereunder shall be deemed irrevocably to be a Request for Advance on the due date of, and in an aggregate amount required to pay, such principal, interest, reimbursement obligations in connection with Letters of Credit, premiums, fees, reimbursable expenses or other sums payable hereunder, and the proceeds of a Revolving Loan made pursuant thereto may be disbursed by way of direct payment of the relevant Obligation and shall bear interest as a Base Rate Advance. The Lenders shall have no obligation to the Borrowers to honor any deemed Request for Advance under this Section 2.2(f) unless all the conditions set forth in Section 4.2 have been satisfied, but, with the consent of the Lenders required under the last sentence of Section 4.2, may do so in their sole discretion and without regard to the existence of, and without being deemed to have waived, any Default and without regard to the existence or creation of an Overadvance or the failure by the Borrowers to satisfy any of the conditions set forth in Section 4.2. No further authorization, direction or approval by the Borrowers shall be required to be given by the Borrowers for any deemed Request for Advance under this Section 2.2(f). The Administrative Agent shall promptly provide to

the Administrative Borrower written notice of any Advance pursuant to this Section 2.2(f). The Borrowers have established with the Administrative Agent a master disbursement account into which the Administrative Agent wires proceeds of Advances from time to time (the "Controlled Disbursement Account"). Until such time as the Administrative Agent in its sole discretion delivers written notice to the contrary, the presentation for payment by the Administrative Agent of any check or other item of payment drawn on the Controlled Disbursement Account at a time when there are insufficient funds in such account to cover such check or other item of payment shall be deemed irrevocably to be a request (without any requirement for the submission of a Request for Advance) for an Advance on the date of such presentation and in an amount equal to the aggregate amount of the items presented for payment, and the proceeds of such Advances may be disbursed to the Controlled Disbursement Account and shall bear interest as a Base Rate Advance.

(g) Special Provisions Pertaining to Swing Loans.

(i) The Administrative Borrower shall give the Swing Bank written notice in the form of a Request for Advance, or notice by telephone no later than 1:00 p.m. (Atlanta, Georgia time) on the date on which the Borrowers wish to receive an Advance of any Swing Loan followed immediately by a written Request for Advance, with a copy to the Administrative Agent; provided, however, that the failure by the Administrative Borrower to confirm any notice by telephone with a written Request for Advance shall not invalidate any notice so given; provided further, however, that any request by the Administrative Borrower of a Base Rate Advance under the Revolving Loan Commitment shall be deemed to be a request for a Swing Loan unless the Administrative Borrower specifically requests otherwise. Each Swing Loan shall bear interest at the rate equal to the sum of (A) the Base Rate and (B) the Applicable Margin with respect to Base Rate Advances. If the Swing Bank, in its sole discretion, elects to make the requested Swing Loan, the Swing Loan shall be made on the date specified in the notice or the Request for Advance and such notice or Request for Advance shall specify (i) the amount of the requested Swing Loan, and (ii) instructions for the disbursement of the proceeds of the requested Swing Loan. Each Swing Loan shall be subject to all the terms and conditions applicable to Revolving Loans, except that all payments thereon shall be payable to the Swing Bank solely for its own account. The Swing Bank shall have no duty or obligation to make any Swing Loans hereunder. The Swing Bank shall not make any Swing Loans if the Swing Bank has received written notice from any Lender (or the Swing Bank has actual knowledge) that one or more applicable conditions precedent set forth in Section 4.2 will not be satisfied (or waived pursuant to the last sentence of Section 4.2) on the requested Advance date. In the event the Swing Bank in its sole and absolute discretion elects to make any requested Swing Loan, the Swing Bank shall make the proceeds of such Swing Loan available to the Borrowers by deposit of Dollars in same day funds by wire transfer to the Disbursement

Account. In the event that the Swing Bank informs the Administrative Agent that it will not make the requested Advance as a Swing Loan, then such request will be deemed a request for a Base Rate Advance under the Revolving Loan Commitment.

(ii) The Swing Bank shall notify the Administrative Agent and in turn the Administrative Agent shall notify each Lender no less frequently than weekly, as determined by the Administrative Agent, of the principal amount of Swing Loans outstanding as of 12:00 noon (Atlanta, Georgia time) as of such date and each Lender's pro rata share (based on its Revolving Commitment Ratio) thereof. Each Lender shall before 3:00 p.m. (Atlanta, Georgia time) on such date of notice make available to the Administrative Agent, in immediately available funds, the amount of its pro rata share (based on its Revolving Commitment Ratio) of such principal amount of Swing Loans outstanding. Upon such payment by a Lender, such Lender shall be deemed to have made a Revolving Loan to the Borrowers, notwithstanding any failure of the Borrowers to satisfy the conditions in Section 4.2. The Administrative Agent shall use such funds to repay the principal amount of Swing Loans to the Swing Bank. Additionally, if at any time any Swing Loans are outstanding, any of the events described in clauses (g) or (h) of Section 9.1 shall have occurred, then each Lender shall automatically upon the occurrence of such event and without any action on the part of the Swing Bank, the Borrowers, the Administrative Agent or the Lenders be deemed to have purchased an undivided participation in the principal and interest of all Swing Loans then outstanding in an amount equal to such Lender's Revolving Commitment Ratio of the principal and interest of all Swing Loans then outstanding and each Lender shall, notwithstanding such Event of Default, immediately pay to the Administrative Agent for the account of the Swing Bank in immediately available funds, the amount of such Lender's participation (and upon receipt thereof, the Swing Bank shall deliver to such Lender a loan participation certificate dated the date of receipt of such funds in such amount). The disbursement of funds in connection with the settlement of Swing Loans hereunder shall be subject to the terms and conditions of Section 2.2(e).

Section 2.3 Interest.

(a) On Loans. Interest on the Loans, subject to Sections 2.3(b) and (c), shall be payable as follows:

(i) On Base Rate Advances. Interest on each Base Rate Advance shall be computed for the actual number of days elapsed on the basis of a hypothetical year of three hundred sixty (360) days and shall be payable monthly in arrears on the second Business Day of each calendar month for the prior calendar month, commencing with calendar month ending August 31, 2008. Interest on Base Rate Advances then outstanding shall also be due and payable on



the Maturity Date (or the date of any earlier prepayment in full of the Obligations). Interest shall accrue and be payable on each Base Rate Advance at a per annum interest rate equal to the sum of (A) the Base Rate and (B) the Applicable Margin with respect to Base Rate Advances.

(ii) On Eurodollar Advances. Interest on each Eurodollar Advance shall be computed for the actual number of days elapsed on the basis of a hypothetical year of three hundred sixty (360) days and shall be payable in arrears on (x) the Payment Date for such Advance, and (y) if the Eurodollar Advance Period for such Advance is greater than three (3) months, on the last day of each three month period prior to the expiration of the applicable Eurodollar Advance Period for such Advance. Interest on Eurodollar Advances then outstanding shall also be due and payable on the Maturity Date (or the date of any earlier prepayment in full of the Obligations). Interest shall accrue and be payable on each Eurodollar Advance at a rate per annum equal to the sum of (A) the Eurodollar Basis applicable to such Eurodollar Advance and (B) the Applicable Margin with respect to Eurodollar Advances.

(iii) If No Notice of Selection of Interest Rate. If the Administrative Borrower fails to give the Administrative Agent timely notice of its selection of a Eurodollar Basis, or if for any reason a determination of a Eurodollar Basis for any Advance is not timely concluded, the Base Rate shall apply to such Advance. If the Administrative Borrower fails to elect to continue any Eurodollar Advance then outstanding prior to the last Payment Date applicable thereto in accordance with the provisions of Section 2.2, as applicable, the Base Rate shall apply to such Advance commencing on and after such Payment Date.

(b) Upon Default. Upon the occurrence and during the continuance of an Event of Default, at the Administrative Agent's discretion or upon the request of the Majority Lenders, interest on the outstanding Obligations shall accrue at the Default Rate. Interest accruing at the Default Rate shall be payable on demand and in any event on the Maturity Date (or the date of any earlier prepayment in full of the Obligations) and shall accrue until the earliest to occur of (i) waiver of the applicable Event of Default in accordance with Section 11.12, (ii) agreement by the Majority Lenders to rescind the charging of interest at the Default Rate, or (iii) payment in full of the Obligations. The Lenders shall not be required to (A) accelerate the maturity of the Loans, (B) terminate the Revolving Loan Commitments, or (C) exercise any other rights or remedies under the Loan Documents in order to charge interest hereunder at the Default Rate.

(c) Computation of Interest. In computing interest on any Advance, the date of making the Advance shall be included and the date of payment shall be excluded; provided, however, that if an Advance is repaid on the date that it is made, one (1) day's interest shall be due with respect to such Advance.

Section 2.4 Fees.

(a) Fee Letter. The Borrowers jointly and severally agree to pay to the Administrative Agent such fees as are set forth in the Fee Letter.

(b) Unused Line Fee. The Borrowers jointly and severally agree to pay to the Administrative Agent, for the account of the Lenders in accordance with their respective Revolving Commitment Ratios, an unused line fee (“Unused Line Fee”) on the aggregate amount by which the Revolving Loan Commitment exceeded the sum of the average daily amount of Aggregate Revolving Credit Obligations (other than with respect to any Swing Loans and Agent Advances) for each day from the Agreement Date through the Maturity Date (or the date of any earlier prepayment in full of the Obligations), at a per annum rate equal to three-tenths of one percent (0.30%). Such Unused Line Fee shall be computed on the basis of a hypothetical year of three hundred sixty (360) days for the actual number of days elapsed, shall be payable in arrears on August 31, 2008, for the calendar month then ended and thereafter shall be payable monthly in arrears on the last day of each calendar month thereafter for the calendar month then ended, and if then unpaid, on the Maturity Date (or the date of any earlier prepayment in full of the Obligations), and shall be fully earned when due and non-refundable when paid.

(c) Letter of Credit Fees.

(i) The Borrowers shall pay to the Administrative Agent for the account of the Lenders, in accordance with their respective Revolving Commitment Ratios, a fee on the stated amount of any outstanding Letters of Credit for each day from the Date of Issue through the Maturity Date (or the date of any earlier prepayment in full of the Obligations) at a rate per annum on the amount of the Letter of Credit Obligations equal to the Applicable Margin in effect from time to time with respect to Letter of Credit fees. Such Letter of Credit fee shall be computed on the basis of a hypothetical year of three hundred sixty (360) days for the actual number of days elapsed, shall be payable monthly in arrears for each calendar month on the last day of such calendar month, commencing on August 31, 2008, and if then unpaid, on the Maturity Date (or the date of any earlier prepayment in full of the Obligations), and shall be fully earned when due and non-refundable when paid.

(ii) The Borrowers shall also pay to the Administrative Agent, for the account of each applicable Issuing Bank, (A) a fee on the stated amount of each Letter of Credit issued by or on behalf of such Issuing Bank for each day from the Date of Issue through the expiration date of each such Letter of Credit (or any earlier prepayment in full of the Obligations) at a rate of one-eighth of one percent (0.125%) per annum which fee shall be computed on the basis of a hypothetical year of three hundred sixty (360) days for the actual number of days elapsed, shall be payable monthly in arrears on the last day of each calendar month for the calendar month then ended, commencing on August 31, 2008, and,

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if unpaid on the Maturity Date (or any earlier prepayment in full of the Obligations) and (B) any reasonable and customary fees charged by the Issuing Banks for issuance and administration of such Letters of Credit. The foregoing fees shall be fully earned when due, and non-refundable when paid.

(d) Computation of Fees. In computing any fees payable under this Section 2.4, the first day of the applicable period shall be included and the date of the payment shall be excluded.

Section 2.5 Prepayment/Reduction of Commitment.

(a) The principal amount of any Base Rate Advance may be repaid in full or in part at any time, without penalty or prior notice; and the principal amount of any Eurodollar Advance may be prepaid prior to the applicable Payment Date, provided that the Borrowers shall reimburse the Lenders and the Administrative Agent, on the earlier of demand or the Maturity Date, for any Funding Losses or reasonable out-of-pocket expense incurred by the Lenders or the Administrative Agent in connection with such prepayment, as set forth in Section 2.9. Each notice of prepayment of any Eurodollar Advance shall be irrevocable, and each prepayment or repayment made under this Section 2.5(a) shall include the accrued interest on the amount so prepaid or repaid. Upon receipt of any notice of repayment or prepayment, the Administrative Agent shall promptly notify each Lender of the contents thereof by telephone or telecopy and of such Lender's portion of the repayment or prepayment. Notwithstanding the foregoing, the Borrowers shall not make any repayment or prepayment of the Revolving Loans unless and until the balance of the Swing Loans and the Agent Advances then outstanding is zero. Other than with respect to amounts required to be applied to the Loans pursuant to the last sentence of Section 2.6(a) or pursuant to Section 2.6(c) or Section 6.15, repayments or prepayments of principal hereunder shall be in minimum amounts of \$1,000,000 and integral multiples of \$100,000 in excess thereof. Except as provided in Section 2.5(b), any repayment and prepayment of Advances outstanding under the Revolving Loan Commitment shall not reduce the Revolving Loan Commitment. Any prepayment of the Loans shall not affect the Borrowers' obligation to continue to make payments under any swap agreement (as defined in 11 U.S.C. §101), including, without limitation any such swap agreement that is a Lender Hedge Agreement, which shall remain in full force and effect notwithstanding such prepayment, subject to the terms of the applicable swap agreement.

(b) The Borrowers shall have the right, at any time and from time to time after the Agreement Date and prior to the Maturity Date, upon at least thirty (30) days' prior written notice to the Administrative Agent, without premium or penalty, to cancel or reduce permanently all or a portion of the Revolving Loan Commitment on a pro rata basis among the Lenders in accordance with their respective Revolving Commitment Ratios; provided, that (i) any such partial reduction shall be made in an amount not less than \$5,000,000 and in integral multiples of \$1,000,000 in excess thereof

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and (ii) the Revolving Loan Commitment may not be reduced to an amount below the then outstanding Letter of Credit Obligations. As of the date of cancellation or reduction set forth in such notice, the Revolving Loan Commitment shall be permanently canceled or reduced to the amount stated in the Administrative Borrower's notice for all purposes herein, and the Borrowers shall pay to the Administrative Agent for the account of the Lenders the amount necessary to repay in full the principal amount of the Revolving Loans, Swing Loans and Agent Advances or reduce the principal amount of the Revolving Loans, Swing Loans and Agent Advances then outstanding to not more than the amount of the Revolving Loan Commitment as so reduced, together with accrued interest on the amount so prepaid and the Unused Line Fee set forth in Section 2.4(b) accrued through the date of the reduction with respect to the amount reduced, and shall reimburse the Administrative Agent and the Lenders for any Funding Losses or out-of-pocket expense incurred by any of them in connection with such payment as set forth in Section 2.9 and, in the case of cancellation of the Revolving Loan Commitment, shall secure the Letter of Credit Obligations through the delivery of cash collateral in an amount equal to 105% of the Letters of Credit Obligations.

Section 2.6      Repayment.

(a)      The Revolving Loans. All unpaid principal and accrued interest on the Revolving Loans shall be due and payable in full on the Maturity Date. Notwithstanding the foregoing, however, in the event that at any time and for any reason there shall exist an Overadvance, the Borrowers shall pay to the Administrative Agent, on demand, an amount equal to the Overadvance, which payment shall constitute a mandatory payment of the Revolving Loans, Agent Advances, Swing Loans and Letter of Credit Reserve Account, as appropriate.

(b)      Intentionally Omitted.

(c)      Other Mandatory Repayments.

(i)      In the event that after the Agreement Date, any Borrower Party shall issue any Equity Interests or shall incur any Funded Debt other than Funded Debt permitted under Section 8.1, one hundred percent (100%) of the Net Cash Proceeds received by such Borrower Party from such issuance or incurrence shall be paid within one (1) Business Day of receipt of the proceeds thereof by such Borrower Party to the Lenders as a mandatory payment of the Loans. Any payment due hereunder shall be applied first to repay outstanding Agent Advances, second to outstanding Swing Loans and then to repay outstanding Revolving Loans. So long as no Event of Default exists, all such other Net Cash Proceeds shall be applied in the manner set forth in Section 2.11(a). Notwithstanding the foregoing, if an Event of Default exists, all such Net Cash Proceeds shall be applied in the manner set forth in Section 2.11(b). The Revolving Loan Commitment shall not be permanently reduced by the amount of any payment of the Agent Advances, Swing Loans or Revolving Loans due under

this Section 2.6(c)(i). Nothing in this Section shall authorize any Borrower Party to incur any Funded Debt except as expressly permitted by this Agreement or to issue any Equity Interests except to the extent not prohibited by this Agreement.

(ii) All Net Cash Proceeds from the sale (other than the sale of Inventory in the ordinary course of business and other asset dispositions in an aggregate amount not to exceed \$500,000 per fiscal year) or casualty or condemnation loss of any Collateral or other assets of any Borrower Party shall be paid within one (1) Business Day of receipt of the proceeds thereof by the Borrower Parties as a mandatory payment of the Obligations. So long as no Event of Default exists, all such Net Cash Proceeds (other than Net Cash Proceeds from the sale of Inventory in the ordinary course of business or other asset dispositions in an aggregate amount not to exceed \$500,000 per fiscal year) shall be applied first to repay outstanding Agent Advances, second to outstanding Swing Loans and then to repay outstanding Revolving Loans. So long as no Event of Default exists, all such other Net Cash Proceeds shall be applied in the manner set forth in Section 2.11(a). Notwithstanding the foregoing, if an Event of Default exists, all such Net Cash Proceeds shall be applied in the manner set forth in Section 2.11(b). The Revolving Loan Commitment shall not be permanently reduced by the amount of any payment of the Agent Advances, Swing Loans or Revolving Loans due under this Section 2.6(c)(ii).

(d) The Other Obligations. In addition to the foregoing, the Borrowers hereby promise to pay all Obligations (other than Obligations in respect of Bank Products), including, without limitation, the principal amount of the Loans, amounts drawn under Letters of Credit and interest and fees on the foregoing, as the same become due and payable hereunder and, in any event, on the Maturity Date.

Section 2.7 Notes: Loan Accounts.

(a) The Loans shall be repayable in accordance with the terms and provisions set forth herein and, upon request by any Lender, the Loans owed to such Lender shall be evidenced by Revolving Loan Notes. A Revolving Loan Note shall be payable to the order of each Lender requesting such a Note in accordance with the Revolving Commitment Ratio of such Lender. Each such Note shall be issued by the Borrowers to the applicable Lender and shall be duly executed and delivered by an Authorized Signatory of each Borrower.

(b) The Administrative Agent shall open and maintain on its books in the name of the Borrowers a loan account with respect to the Loans and interest thereon (the "Loan Account"). The Administrative Agent shall debit such Loan Account for the principal amount of each Advance made by it on behalf of the Lenders, accrued interest thereon, and all other amounts which shall become due from the Borrowers pursuant to this Agreement and shall credit the Loan Account for each payment which the Borrowers shall make in respect to the Obligations. The records of the Administrative Agent with

respect to such Loan Account shall be conclusive evidence of the Loans and accrued interest thereon, absent manifest error.

Section 2.8 Manner of Payment.

(a) When Payments Due.

(i) Each payment (including any prepayment) by the Borrowers on account of the principal of or interest on the Loans, fees, and any other amount owed to any member of the Lender Group under this Agreement or the other Loan Documents shall be made not later than 12:00 noon (Atlanta, Georgia time) on the date specified for payment under this Agreement or any other Loan Document to the Administrative Agent at the Administrative Agent's Office, for the account of the Lenders, the Issuing Banks or the Administrative Agent, as the case may be, in Dollars in immediately available funds. Any payment received by the Administrative Agent after 12:00 noon (Atlanta, Georgia time) shall be deemed received on the next Business Day. In the case of a payment for the account of a Lender, the Administrative Agent will promptly thereafter distribute the amount so received in like funds to such Lender. In the case of a payment for the account of an Issuing Bank, the Administrative Agent will promptly thereafter distribute the amount so received in like funds to such Issuing Bank. If the Administrative Agent shall not have received any payment from the Borrowers as and when due, the Administrative Agent will promptly notify the Lenders accordingly.

(ii) Except as provided in the definition of Eurodollar Advance Period, if any payment under this Agreement or any other Loan Document shall be specified to be made on a day which is not a Business Day, it shall be made on the next succeeding day which is a Business Day, and such extension of time shall in such case be included in computing interest and fees, if any, in connection with such payment.

(b) No Deduction.

(i) Any and all payments of principal and interest, or of any fees or indemnity or expense reimbursements by the Borrowers hereunder or under any other Loan Documents (the "Borrower Payments") shall be made without setoff or counterclaim and free and clear of and without deduction for any and all current or future taxes, levies, imposts, deductions, charges or withholdings with respect to such Borrower Payments and all interest, penalties or similar liabilities with respect thereto, excluding taxes imposed on the net income of any member of the Lender Group by the jurisdiction under the laws of which such member of the Lender Group is organized or conducts business or any political subdivision thereof (all such nonexcluded taxes, levies, imposts, deductions, charges or withholdings and liabilities collectively or individually

“Taxes”). If any Borrower shall be required to deduct any Taxes from or in respect of any sum payable to any member of the Lender Group hereunder or under any other Loan Document, (i) the sum payable shall be increased by the amount (an “additional amount”) necessary so that after making all required deductions (including deductions applicable to additional sums payable under this Section 2.8(b)(i), such member of the Lender Group shall receive an amount equal to the sum it would have received had no such deductions been made, (ii) such Borrower shall make such deductions, and (iii) such Borrower shall pay the full amount deducted to the relevant Governmental Authority in accordance with Applicable Law.

(ii) In addition, the Borrowers shall pay to the relevant Governmental Authority in accordance with Applicable Law any current or future stamp or documentary taxes or any other excise or property taxes, charges or similar levies that arise from any payment made hereunder or from the execution, delivery or registration of, or otherwise with respect to, this Agreement or any other Loan Document (such taxes being “Other Taxes”).

(iii) The Borrowers shall indemnify the members of the Lender Group for the full amount of Taxes and Other Taxes with respect to Borrower Payments paid by such Person, and any liability (including penalties, interest and expenses (including reasonable attorney’s fees and expenses)) arising therefrom or with respect thereto, whether or not such Taxes or Other Taxes were correctly or legally asserted by the relevant Governmental Authority. A certificate setting forth and containing an explanation in reasonable detail of the manner in which such amount shall have been determined and the amount of such payment or liability prepared by a member of the Lender Group or the Administrative Agent on its behalf, absent manifest error, shall be final, conclusive and binding for all purposes. Such indemnification shall be made within thirty (30) days after the date the Administrative Agent or such member, as the case may be, makes written demand therefor. If any Taxes or Other Taxes for which the Administrative Agent or any member of the Lender Group has received indemnification from the Borrowers hereunder shall be finally determined to have been incorrectly or illegally asserted and are refunded to the Administrative Agent or such member, the Administrative Agent or such member, as the case may be, shall promptly forward to the Borrowers any such refunded amount (after deduction of any Tax or Other Tax paid or payable by any member of the Lender Group as a result of such refund), not exceeding the increased amount paid by the Borrowers pursuant to this Section 2.8(b).

(iv) As soon as practicable after the date of any payment of Taxes or Other Taxes by the Borrowers to the relevant Governmental Authority, the Administrative Borrower will deliver to the Administrative Agent, at its

address, the original or a certified copy of a receipt issued by such Governmental Authority evidencing payment thereof.

(v) On or prior to the Agreement Date (or, in the case of any Lender that becomes a party to this Agreement pursuant to an Assignment and Acceptance, on or prior to the effective date of such Assignment and Acceptance), each Lender which is organized in a jurisdiction other than the United States or a political subdivision thereof (a “Foreign Lender”) shall provide each of the Administrative Agent and the Administrative Borrower with either (A) two (2) properly executed originals of Form W-8ECI or Form W-8BEN (or any successor forms) prescribed by the Internal Revenue Service or other documents satisfactory to the Administrative Borrower and the Administrative Agent, as the case may be, certifying (1) as to such Foreign Lender’s status for purposes of determining exemption from United States withholding taxes with respect to all payments to be made to such Foreign Lender hereunder and under any other Loan Documents or Bank Products Documents or (2) that all payments to be made to such Foreign Lender hereunder and under any other Loan Documents and Bank Products Documents are subject to such taxes at a rate reduced to zero by an applicable tax treaty, or (B)(1) a certificate executed by such Lender certifying that such Lender is not a “bank” and that such Lender qualifies for the portfolio interest exemption under Section 881(c) of the Code, and (2) two (2) properly executed originals of Internal Revenue Service Form W-8BEN (or any successor form), in each case, certifying such Lender’s entitlement to an exemption from United States withholding tax with respect to payments of interest to be made hereunder or under any other Loan Documents or Bank Products Documents. Each such Foreign Lender agrees to provide the Administrative Agent and the Administrative Borrower with new forms prescribed by the Internal Revenue Service upon the expiration or obsolescence of any previously delivered form, or after the occurrence of any event requiring a change in the most recent forms delivered by it to the Administrative Agent and the Administrative Borrower.

(vi) The Borrowers shall not be required to indemnify any Foreign Lender, or to pay any additional amounts to such Foreign Lender pursuant to Section 2.8(b)(i) or (b)(iii) above to the extent that (A) the obligation to withhold amounts with respect to United States Federal, state or local withholding tax existed on the date such Foreign Lender became a party to this Agreement (or, in the case of a transferee, on the effective date of the Assignment and Acceptance pursuant to which such transferee became a Lender) or, with respect to payments to a new lending office, the date such Foreign Lender designated such new lending office; provided, however, that this clause (A) shall not apply to any Foreign Lender that became a Lender or new lending office that became a new lending office as a result of an assignment or designation made at the request of the Administrative Borrower; and provided further, however, that this clause (A) shall not apply to the extent the indemnity payment or additional

amounts, if any, that any member of the Lender Group through a new lending office would be entitled to receive (without regard to this clause (A)) do not exceed the indemnity payment or additional amounts that the Person making the assignment or transfer to such member of the Lender Group making the designation of such new lending office would have been entitled to receive in the absence of such assignment, transfer or designation or (B) the obligation to pay such additional amounts or such indemnity payments would not have arisen but for a failure by such member of the Lender Group to comply with the provisions of Section 2.8(b)(v) above.

(vii) Nothing contained in this Section 2.8(b) shall require any member of the Lender Group to make available to the Borrowers any of its tax returns (or any other information) that it deems confidential or proprietary.

Section 2.9 Reimbursement. Whenever any Lender shall sustain or incur any Funding Losses or out-of-pocket expenses in connection with (a) failure by the Borrowers to borrow or continue any Eurodollar Advance, or convert any Advance to a Eurodollar Advance, in each case, after having given notice of their intention to do so in accordance with Section 2.2 (whether by reason of the election of the Borrowers not to proceed or the non-fulfillment of any of the conditions set forth in this Agreement), or (b) prepayment of any Eurodollar Advance in whole or in part for any reason or (c) failure by the Borrowers to prepay any Eurodollar Advance after giving notice of its intention to prepay such Advance, the Borrowers agree to pay to such Lender, promptly upon such Lender's demand therefor, an amount sufficient to compensate such Lender for all such Funding Losses and out-of-pocket expenses. Such Lender's good faith determination of the amount of such Funding Losses and out-of-pocket expenses, absent manifest error, shall be binding and conclusive. Losses subject to reimbursement hereunder shall include, without limitation, expenses incurred by any Lender or any participant of such Lender permitted hereunder in connection with the re-employment of funds prepaid, repaid, not borrowed, or paid, as the case may be, and any lost profit of such Lender or any participant of such Lender over the remainder of the Eurodollar Advance Period for such prepaid Advance. For purposes of calculating amounts payable to a Lender under this paragraph, each Lender shall be deemed to have actually funded its relevant Eurodollar Advance through the purchase of a deposit bearing interest at the Eurodollar Rate in an amount equal to the amount of that Eurodollar Advance and having a maturity and repricing characteristics comparable to the relevant Eurodollar Advance Period; provided, however, that each Lender may fund each of its Eurodollar Advances in any manner it sees fit, and the foregoing assumption shall be utilized only for the calculation of amounts payable under this Section.



Section 2.10 Pro Rata Treatment.

(a) Advances. Each Advance with respect to the Revolving Loans from the Lenders under this Agreement shall be made pro rata on the basis of their respective Revolving Commitment Ratios.

(b) Payments. Each payment and prepayment of the principal of the Revolving Loans and each payment of interest on the Revolving Loans received from the Borrowers shall be made by the Administrative Agent to the Lenders pro rata on the basis of their respective unpaid principal amounts thereof outstanding immediately prior to such payment or prepayment (except in cases when a Lender's right to receive payments is restricted pursuant to Section 2.2(e)). If any Lender shall obtain any payment (whether involuntary, through the exercise of any right of set-off or otherwise) on account of the Loans in excess of its ratable share of Loans under its Aggregate Commitment Ratio (or in violation of any restriction set forth in Section 2.2(e)), such Lender shall forthwith purchase from the other Lenders such participation in the Loans made by them as shall be necessary to cause such purchasing Lender to share the excess payment ratably with each of them; provided, however, that if all or any portion of such excess payment is thereafter recovered from such purchasing Lender, such purchase from each Lender shall be rescinded and such Lender shall repay to the purchasing Lender the purchase price to the extent of such recovery without interest thereon unless the Lender obligated to repay such amount is required to pay interest. The Borrowers agree that any Lender so purchasing a participation from another Lender pursuant to this Section 2.10(b) may, to the fullest extent permitted by law, exercise all its rights of payment (including the right of set-off) with respect to such participation as fully as if such Lender were the direct creditor of the Borrowers in the amount of such participation.

Section 2.11 Application of Payments.

(a) Payments Prior to Event of Default. Prior to the occurrence and continuance of an Event of Default, all amounts received by the Administrative Agent from the Borrowers (other than payments specifically earmarked for application to certain principal, interest, fees or expenses hereunder or payments made pursuant to Section 2.6(c) (which shall be applied as earmarked or, with respect to payments under Section 2.6(c), as set forth in Section 2.6(c)), shall be distributed by the Administrative Agent in the following order of priority:

FIRST, to the payment of out-of-pocket costs and expenses (including without limitation reasonable attorneys' fees) of the Administrative Agent with enforcing the rights of the Lenders under the Loan Documents, and any Agent Advances made by the Administrative Agent under or pursuant to the terms of the Loan Documents;

SECOND, to payment of any fees owed to the Administrative Agent, the Issuing Banks or the Swing Bank hereunder or under any other Loan Document;

THIRD, to the payment of all obligations consisting of accrued fees and interest payable to the Lenders hereunder;

FOURTH, to the payment of principal then due and payable on the Swing Loans;

FIFTH, to the payment of principal then due and payable on the Revolving Loans;

SIXTH, to the payment of the Obligations arising in respect of Bank Products then due and payable; and

SEVENTH, to the payment of all other Obligations not otherwise referred to in this Section 2.11(a) then due and payable.

(b) Payments Subsequent to Event of Default. Notwithstanding anything in this Agreement or any other Loan Documents which may be construed to the contrary, subsequent to the occurrence and during the continuance of an Event of Default, payments and prepayments with respect to the Obligations made to the Lender Group, or any of them, or otherwise received by any member of the Lender Group (from realization on Collateral or otherwise) shall be distributed in the following order of priority (subject, as applicable, to Section 2.10):

FIRST, to the payment of out-of-pocket costs and expenses (including without limitation reasonable attorneys' fees) of the Administrative Agent with enforcing the rights of the Lenders under the Loan Documents, and any Agent Advances made by the Administrative Agent under or pursuant to the terms of the Loan Documents (including, without limitation, any costs incurred in connection with the sale or disposition of any Collateral);

SECOND, to payment of any fees owed to the Administrative Agent, the Issuing Banks or the Swing Bank hereunder or under any other Loan Document;

THIRD, to the payment of out-of-pocket costs and expenses (including without limitation reasonable attorneys' fees) of the Lenders with enforcing the rights of its rights under the Loan Documents;

FOURTH, to the payment of all obligations consisting of accrued fees and interest payable to the Lenders hereunder;

FIFTH, to the payment of the principal of the Swing Loans then outstanding,

SIXTH, pro rata, to (i) the payment of principal on the Revolving Loans then outstanding, and (ii) the Letter of Credit Reserve Account to the extent of one hundred five percent (105%) of any Letter of Credit Obligations then outstanding,

SEVENTH, to the payment of any Obligation arising in respect of the Bank Products;

EIGHTH, to any other Obligations not otherwise referred to in this Section 2.11(b); and

NINTH, upon satisfaction in full of all Obligations, to the Borrowers or as otherwise required by law.

Section 2.12 Use of Proceeds. The proceeds of the Loans shall be used by the Borrowers as follows:

(a) The proceeds of the initial Advance of Revolving Loans hereunder shall be used on the Agreement Date to refinance existing Funded Debt and to fund transaction costs.

(b) The balance of the proceeds of the Loans shall be used (i) to fund future acquisitions permitted hereunder, (ii) to provide for working capital and (iii) for the Borrowers' general corporate purposes.

Section 2.13 All Obligations to Constitute One Obligation. All Obligations shall constitute one general obligation of the Borrowers and shall be secured by the Administrative Agent's security interest (on behalf of, and for the benefit of, the Lender Group) and Lien upon all of the Collateral, and by all other security interests and Liens heretofore, now or at any time hereafter granted by any Borrower Party to the Administrative Agent or any other member of the Lender Group, to the extent provided in the Security Documents under which such Liens arise.

Section 2.14 Maximum Rate of Interest. The Borrowers and the Lender Group hereby agree and stipulate that the only charges imposed upon the Borrowers for the use of money in connection with this Agreement are and shall be the specific interest and fees described in this Article 2 and in any other Loan Document. Notwithstanding the foregoing, the Borrowers and the Lender Group further agree and stipulate that all closing fees, agency fees, syndication fees, facility fees, underwriting fees, default charges, late charges, funding or "breakage" charges, increased cost charges, attorneys' fees and reimbursement for costs and expenses paid by any member of the Lender Group to third parties or for damages incurred by the Lender Group, or any of them, are charges to compensate the Lender Group for underwriting and administrative services and costs or losses performed or incurred, and to be performed and incurred, by the Lender Group in connection with this Agreement and the other Loan Documents and shall under no circumstances be deemed to be charges for the use of money pursuant to Official Code of Georgia Annotated Sections 7-4-2 and 7-4-18 or any other Applicable Law. In no event shall the amount of interest and other charges for the use of money payable under this Agreement exceed the maximum amounts permissible under any law that a court of competent jurisdiction shall, in a final determination, deem applicable. The Borrowers

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and the Lender Group, in executing and delivering this Agreement, intend legally to agree upon the rate or rates of interest and other charges for the use of money and manner of payment stated within it; provided, however, that, anything contained herein to the contrary notwithstanding, if the amount of such interest and other charges for the use of money or manner of payment exceeds the maximum amount allowable under Applicable Law, then, ipso facto as of the Agreement Date, the Borrowers are and shall be liable only for the payment of such maximum as allowed by law, and payment received from the Borrowers in excess of such legal maximum, whenever received, shall be applied to reduce the principal balance of the Revolving Loans to the extent of such excess.

Section 2.15 Letters of Credit.

(a) Subject to the terms and conditions of this Agreement, each Issuing Bank, on behalf of the Lenders, and in reliance on the agreements of the Lenders set forth in Section 2.15(c) below, hereby agrees to issue (or arrange with a Foreign Issuer for the issuance of) one or more Letters of Credit up to an aggregate face amount equal to such Issuing Bank's Letter of Credit Commitment; provided, however, that, except as described in the last sentence of Section 4.3, the Issuing Banks shall not issue (or arrange with a Foreign Issuer for the issuance of) any Letter of Credit unless the conditions precedent to the issuance thereof set forth in Section 4.3 have been satisfied; provided, however, that at no time shall the total Letter of Credit Obligations outstanding hereunder exceed the Aggregate Letter of Credit Commitment. Each Letter of Credit shall (i) be denominated in Dollars, and (ii) expire no later than the earlier to occur of (A) the date thirty (30) days prior to the Maturity Date, and (B) three hundred sixty (360) days after its date of issuance (but may contain provisions for automatic renewal provided that no Default exists on the renewal date or would be caused by such renewal and provided no such renewal shall extend beyond the date thirty (30) days prior to the Maturity Date). Each Letter of Credit shall be subject to the Uniform Customs and, to the extent not inconsistent therewith, the laws of the State of New York. None of the Issuing Banks shall at any time be obligated to issue, or cause to be issued, any Letter of Credit if such issuance would conflict with, or cause such Issuing Bank to exceed any limits imposed by, any Applicable Law.

(b) The Administrative Borrower may from time to time request that an Issuing Bank issue (or arrange with a Foreign Issuer for the issuance of) a Letter of Credit. The Administrative Borrower shall execute and deliver to the Administrative Agent and the applicable Issuing Bank a Request for Issuance of Letter of Credit for each Letter of Credit to be issued by such Issuing Bank, not later than 11:00 a.m. (Atlanta, Georgia time) one (1) Business Day preceding the date on which the requested Letter of Credit is to be issued, or such shorter notice as may be acceptable to the applicable Issuing Bank and the Administrative Agent. Upon receipt of any such Request for Issuance of Letter of Credit, subject to satisfaction of all conditions precedent thereto as set forth in Section 4.3 or waiver of such conditions pursuant to the last sentence of Section 4.3, the applicable Issuing Bank shall process such Request for Issuance of Letter

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of Credit and the certificates, documents and other papers and information delivered to it in connection therewith in accordance with its customary procedures and shall promptly issue (or arrange with a Foreign Issuer for the issuance of) the Letter of Credit requested thereby. Such Issuing Bank shall furnish a copy of such Letter of Credit to the Administrative Borrower and the Administrative Agent following the issuance thereof. In addition to the fees payable pursuant to Section 2.4(c)(ii), the Borrowers shall pay or reimburse each Issuing Bank for normal and customary costs and expenses incurred by such Issuing Bank in issuing, effecting payment under, amending or otherwise administering the Letters of Credit. On each Business Day on or before 10:00 a.m. (Atlanta, Georgia time) each Issuing Bank shall deliver to the Administrative Agent and the Administrative Borrower a report in substantially the form of Exhibit L (a "Daily Letter of Credit Report") (A) setting forth the opening balance of its Letters of Credit outstanding on the immediately preceding Business Day, (B) identifying all Letters of Credit issued (or amended) by it (or its Foreign Issuer) on such immediately preceding Business Day, (C) identifying all Letters of Credit cancelled on such immediately preceding Business Day, (D) identifying all draws on such immediately preceding Business Day under Letters of Credit issued by it (or its Foreign Issuer), (E) setting forth the ending balance of its Letters of Credit outstanding on such immediately preceding Business Day and (E) identifying all requests for the issuance of Letters of Credit cancelled on such immediately preceding Business Day.

(c) Immediately upon the issuance by an Issuing Bank of a Letter of Credit and in accordance with the terms and conditions of this Agreement, such Issuing Bank shall be deemed to have sold and transferred to each Lender, and each Lender shall be deemed irrevocably and unconditionally to have purchased and received from such Issuing Bank, without recourse or warranty, an undivided interest and participation, to the extent of such Lender's Revolving Commitment Ratio, in such Letter of Credit and the obligations of the Borrowers with respect thereto (including, without limitation, all Letter of Credit Obligations with respect thereto). The applicable Issuing Bank shall promptly notify the Administrative Agent of any draw under a Letter of Credit. At such time as the Administrative Agent shall be notified by the applicable Issuing Bank that the beneficiary under any Letter of Credit has drawn on the same, the Administrative Agent shall promptly notify the Administrative Borrower and the Swing Bank (or, at its option, all Lenders), by telephone or teletype, of the amount of the draw and, in the case of each Lender, such Lender's portion of such draw amount as calculated in accordance with its Revolving Commitment Ratio.

(d) The Borrowers hereby agree to immediately reimburse each Issuing Bank for amounts paid by such Issuing Bank in respect of draws under each Letter of Credit. In order to facilitate such repayment, the Borrowers hereby irrevocably request the Lenders, and the Lenders hereby severally agree, on the terms and conditions of this Agreement (other than as provided in Article 2 with respect to the amounts of, the timing of requests for, and the repayment of Advances hereunder and in Article 4 with respect to conditions precedent to Advances hereunder), with respect to any drawing

under a Letter of Credit, to make a Base Rate Advance on each day on which a draw is made under any Letter of Credit and in the amount of such draw, and to pay the proceeds of such Advance directly to the applicable Issuing Bank to reimburse such Issuing Bank for the amount paid by it upon such draw. Each Lender shall pay its share of such Base Rate Advance by paying its portion of such Advance to the Administrative Agent in accordance with Section 2.2(e) and its Revolving Commitment Ratio, without reduction for any set-off or counterclaim of any nature whatsoever and regardless of whether any Default exists or would be caused thereby. The disbursement of funds in connection with a draw under a Letter of Credit pursuant to this Section hereunder shall be subject to the terms and conditions of Section 2.2(e). The obligation of each Lender to make payments to the Administrative Agent, for the account of an Issuing Bank, in accordance with this Section 2.15 shall be absolute and unconditional and no Lender shall be relieved of its obligations to make such payments by reason of noncompliance by any other Person with the terms of the Letter of Credit or for any other reason (other than the gross negligence or willful misconduct of such Issuing Bank in paying such Letter of Credit, as determined by a final non-appealable judgment of a court of competent jurisdiction). The Administrative Agent shall promptly remit to such Issuing Bank the amounts so received from the other Lenders. Any overdue amounts payable by the Lenders to an Issuing Bank in respect of a draw under any Letter of Credit shall bear interest, payable on demand, (x) for the first two (2) Business Days, at the Federal Funds Rate, and (y) thereafter, at the Base Rate. Notwithstanding the foregoing, at the request of the Administrative Agent, the Swing Bank may, at its option and subject to the conditions set forth in Section 2.2(g) other than the condition that the applicable conditions precedent set forth in Article 4 be satisfied, make Swing Loans to reimburse the Issuing Banks for amounts drawn under Letters of Credit.

(e) The Borrowers agree that each Advance by the Lenders to reimburse an Issuing Bank for draws under any Letter of Credit, shall, for all purposes hereunder, unless and until converted into a Eurodollar Advance pursuant to Section 2.2(b)(ii), be deemed to be a Base Rate Advance under the Revolving Loan Commitment and shall be payable and bear interest in accordance with all other Base Rate Advances of Revolving Loans.

(f) The Borrowers agree that any action taken or omitted to be taken by any Issuing Bank or any Foreign Issuer in connection with any Letter of Credit, except for such actions or omissions as shall constitute gross negligence or willful misconduct on the part of such Issuing Bank as determined by a final non-appealable judgment of a court of competent jurisdiction, shall be binding on the Borrowers as between the Borrowers and such Issuing Bank, and shall not result in any liability of such Issuing Bank to the Borrowers. The obligation of the Borrowers to reimburse an Issuing Bank for a drawing under any Letter of Credit or the Lenders for Advances made by them to the Issuing Banks on account of draws made under the Letters of Credit shall be absolute, unconditional and irrevocable, and shall be paid strictly in accordance with the terms of this Agreement under all circumstances whatsoever (except if arising from the gross

negligence or willful misconduct on the part of such Issuing Bank as determined by a final non-appealable judgment of a court of competent jurisdiction), including, without limitation, the following circumstances:

- (i) Any lack of validity or enforceability of any Loan Document;
- (ii) Any amendment or waiver of or consent to any departure from any or all of the Loan Documents;
- (iii) Any improper use which may be made of any Letter of Credit or any improper acts or omissions of any beneficiary or transferee of any Letter of Credit in connection therewith;
- (iv) The existence of any claim, set-off, defense or any right which any Borrower may have at any time against any beneficiary or any transferee of any Letter of Credit (or Persons for whom any such beneficiary or any such transferee may be acting), any Lender or any other Person, whether in connection with any Letter of Credit, any transaction contemplated by any Letter of Credit, this Agreement, or any other Loan Document, or any unrelated transaction;
- (v) Any statement or any other documents presented under any Letter of Credit proving to be insufficient, forged, fraudulent or invalid in any respect or any statement therein being untrue or inaccurate in any respect whatsoever;
- (vi) The insolvency of any Person issuing any documents in connection with any Letter of Credit;
- (vii) Any breach of any agreement between any Borrower and any beneficiary or transferee of any Letter of Credit;
- (viii) Any irregularity in the transaction with respect to which any Letter of Credit is issued, including any fraud by the beneficiary or any transferee of such Letter of Credit;
- (ix) Any errors, omissions, interruptions or delays in transmission or delivery of any messages, by mail, cable, telegraph, wireless or otherwise, whether or not they are in code;
- (x) Any act, error, neglect or default, omission, insolvency or failure of business of any of the correspondents of the applicable Issuing Bank;

(xi) Any other circumstances arising from causes beyond the control of the applicable Issuing Bank;

(xii) Payment by an Issuing Bank (or the Foreign Issuer) under any Letter of Credit against presentation of a sight draft or a certificate which does not comply with the terms of such Letter of Credit, provided that such payment shall not have constituted gross negligence or willful misconduct of such Issuing Bank or Foreign Issuer as determined by a final non-appealable judgment of a court of competent jurisdiction; and

(xiii) Any other circumstance or happening whatsoever, whether or not similar to any of the foregoing.

(g) The Borrowers will indemnify and hold harmless each Indemnified Person from and against any and all claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements of any kind or nature whatsoever (including reasonable attorneys' fees) which may be imposed on, incurred by or asserted against such Indemnified Person in any way relating to or arising out of the issuance of a Letter of Credit, except that the Borrowers shall not be liable to an Indemnified Person for any portion of such claims, liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses or disbursements resulting from the gross negligence or willful misconduct of such Indemnified Person as determined by a final non-appealable judgment of a court of competent jurisdiction. This Section 2.15(g) shall survive termination of this Agreement.

(h) Each Lender shall be responsible (to the extent the Borrowers are obligated to reimburse the applicable Issuing Bank under the Loan Documents and such Issuing Bank is not reimbursed by the Borrowers) for its pro rata share (based on such Lender's Revolving Commitment Ratio) of any and all reasonable out-of-pocket costs, expenses (including reasonable legal fees) and disbursements which may be incurred or made by such Issuing Bank in connection with the collection of any amounts due under, the administration of, or the presentation or enforcement of any rights conferred by any Letter of Credit, any Borrower's or any guarantor's obligations to reimburse draws thereunder or otherwise. In the event the Borrowers shall fail to pay such expenses of an Issuing Bank within fifteen (15) days of demand for payment by such Issuing Bank, each Lender shall thereupon pay to such Issuing Bank its pro rata share (based on such Lender's Revolving Commitment Ratio) of such expenses within ten (10) days from the date of such Issuing Bank's notice to the Lenders of the Borrowers' failure to pay; provided, however, that if the Borrowers shall thereafter pay such expenses, such Issuing Bank will repay to each Lender the amounts received from such Lender hereunder.

(i) Any Person that is to be a new Issuing Bank (other than pursuant to the execution of an Assignment and Acceptance) is required to enter into this Agreement by executing and delivering to the Administrative Agent and the Administrative Borrower a joinder agreement in the form of Exhibit M (each an "Issuing

Bank Joinder Agreement”). Upon the execution and delivery of any Issuing Bank Joinder Agreement by such Person, such Person shall become an Issuing Bank hereunder with the same force and effect as if originally named as an Issuing Bank herein. The execution and delivery of any Issuing Bank Joinder Agreement adding an additional Person as a party to this Agreement shall not require the consent of any party hereto other than the Administrative Agent and, so long as no Default exists, the Administrative Borrower.

(j) Unless otherwise expressly agreed by the Issuing Bank and the Borrowers when a Letter of Credit is issued and subject to Applicable Laws, (i) each Standby Letter of Credit shall be governed by the “International Standby Practices 1998” (ISP98) (or such later revision as may be published by the Institute of International Banking Law & Practice on any date any Letter of Credit may be issued) and (ii) each Documentary Letter of Credit shall be governed by the Uniform Customs and (iii) in both cases, to the extent not inconsistent therewith, the governing law of this Agreement set forth in Section 11.7.

Section 2.16 Bank Products. Any Borrower Party may request and each Lender may, in its sole and absolute discretion, arrange for such Borrower Party to obtain from such Lender or any Affiliate of such Lender, Bank Products although no Borrower Party is required to do so. If any Bank Products are provided by an Affiliate of a Lender, the Borrower Parties agree to indemnify and hold the Lender Group, or any of them, harmless from any and all costs and obligations now or hereafter incurred by the Lender Group, or any of them, which arise from any indemnity given by such Lender to any of its Affiliates, as applicable, related to such Bank Products; provided, however, nothing contained herein is intended to limit the Borrower Parties’ rights, with respect to such Lender or any of its Affiliates, as applicable, if any, which arise as a result of the execution of documents by and between the Borrower Parties and such Person which relate to any Bank Products. The agreement contained in this Section shall survive termination of this Agreement. The Borrower Parties acknowledge and agree that the obtaining of Bank Products from a Lender or its Affiliates (a) is in the sole and absolute discretion of such Lender or such Affiliates, and (b) is subject to all rules and regulations of such Lender or such Affiliates.

Section 2.17 Additional Increase of Commitments: Additional Lenders.

(a) Increase of the Revolving Loan Commitment.

(i) So long as no Event of Default has occurred and is continuing, Parent, on behalf of Borrowers, may request the right to effectuate increases in the Revolving Loan Commitment (any such increase, a “Commitment Increase”), in an aggregate amount of up to \$100,000,000 for all such Commitment Increases (the “Commitment Increase Cap”), during the term of this Agreement by delivering a Notice of Requested Commitment Increase to the Administrative Agent substantially in the form of Exhibit K (a “Notice of Requested Commitment Increase”), provided that, in each case: (A) each Commitment Increase shall be in minimum increments of \$10,000,000;



(B) the proposed Commitment Increase shall have been consented to in writing by the Administrative Agent (such consent not to be unreasonably withheld), each Lender (if any) who is increasing its portion of the Revolving Loan Commitment and any other bank or financial institution acceptable to the Borrowers and the Administrative Agent that has agreed to become a Lender in respect of all or a portion of the Commitment Increase (a “New Lender”); and (C) the proposed Commitment Increase, together with any prior Commitment Increase, shall not exceed the Commitment Increase Cap. Each Notice of Requested Commitment Increase shall specify: (1) the amount of the proposed Commitment Increase and (2) the requested date of the proposed Commitment Increase (which shall be at least thirty (30) days from the date of delivery of the Notice of Requested Commitment Increase). Each Notice of Requested Commitment Increase shall be binding on all Borrowers. Upon the effective date of any Commitment Increase, Parent shall deliver to the Administrative Agent a certificate of the chief financial officer of Parent certifying that no Default or Event of Default then exists or would be caused thereby. No Commitment Increase shall be effective until the Administrative Agent shall have received amendments to this Agreement and the other Loan Documents, commitments of Lenders or New Lenders in an aggregate amount equal to such Commitment Increase, Lender Agreements for each Lender or New Lender committing to such Commitment Increase, any upfront fees to be paid to the Lenders committing to such Commitment Increase, and, if requested, opinion letters, Revolving Loan Notes and such other agreements, documents and instruments requested by and reasonably satisfactory to the Administrative Agent in its Permitted Discretion evidencing and setting forth the conditions of such Commitment Increase.

(ii) If the Administrative Agent approves a proposed Commitment Increase, the Administrative Agent shall deliver a copy of the Notice of Requested Commitment Increase relating thereto to each Lender. No Lender (or any successor thereto) shall have any obligation to increase its portion of the Revolving Loan Commitment or its other obligations under this Agreement or the other Loan Documents, and any decision by a Lender to increase its portion of the Revolving Loan Commitment shall be made in its sole discretion independently from any other Lender. If the Administrative Agent receives commitments from the Lenders or the New Lenders in excess of the amount of the proposed Commitment Increase, the Administrative Agent shall have the right, in its sole discretion, to reduce and reallocate (within the minimum and maximum amounts specified by each such Lender or New Lender in its notice to the Administrative Agent) the shares of such Commitment Increase of the Lenders or New Lenders willing to fund the proposed Commitment Increase so that the total committed shares of the proposed Commitment Increase equals the proposed Commitment Increase. The Administrative Agent shall notify each Lender or New Lender, as the case may be, whether its proposed share of the proposed Commitment Increase has been accepted and, if so, the amount of its share of such Commitment Increase, and such Lender shall thereafter execute and deliver a Lender Agreement with respect to its respective share of such Commitment Increase.

(iii) Notwithstanding anything to the contrary contained herein, each Commitment Increase meeting the conditions set forth in Section 2.17(a)(i) shall not require the consent of any Lender other than those Lenders, if any, which have agreed to increase their portions of the Revolving Loan Commitment in connection with such Commitment Increase and shall not constitute an amendment, modification or waiver that is subject to Section 11.12 and shall be effective as of the later of (a) the date specified in the applicable Notice of Requested Commitment Increase and (b) the date upon which the foregoing conditions shall have been satisfied or waived by the Administrative Agent and the Lenders which have agreed to increase their portions of the Revolving Loan Commitment, or by the requisite Lenders in accordance with Section 11.12 in the case of a waiver of an Event of Default, as applicable.

(b) Effect of Commitment Increase. After giving effect to any Commitment Increase, the outstanding Revolving Loans may not be held pro rata in accordance with the new Revolving Loan Commitment. In order to remedy the foregoing, on the effective date of each Commitment Increase, the Lenders (including any New Lenders) shall reallocate the Revolving Loans owed to them among themselves so that, after giving effect thereto, the Revolving Loans will be held by the Lenders (including any New Lenders) on a pro rata basis in accordance with their respective Revolving Commitment Ratios (after giving effect to such Commitment Increase). Each Lender agrees to wire immediately available funds to the Administrative Agent in accordance with this Agreement as may be required by the Administrative Agent in connection with the foregoing. Notwithstanding the provisions of Section 11.5, the reallocations so made by each Lender whose Revolving Commitment Ratio has increased shall be deemed to be a purchase of a corresponding amount of the Revolving Loans of the Lender or Lenders whose Revolving Commitment Ratio have decreased and shall not be considered an assignment for purposes of Section 11.5.

### ARTICLE 3.

#### GUARANTY

##### Section 3.1 Guaranty.

(a) Each Guarantor hereby guarantees to the Administrative Agent, for the benefit of the Lender Group, the full and prompt payment of the Obligations, including, without limitation, any interest therein (including, without limitation, interest as provided in this Agreement, accruing after the filing of a petition initiating any insolvency proceedings, whether or not such interest accrues or is recoverable against the Borrowers after the filing of such petition for purposes of the Bankruptcy Code or is an allowed claim in such proceeding), plus reasonable attorneys' fees and expenses if the obligations represented by this Guaranty are collected by law, through an attorney-at-law, or under advice therefrom.

(b) Regardless of whether any proposed guarantor or any other Person shall become in any other way responsible to the Lender Group, or any of them, for or in respect of the Obligations or any part thereof, and regardless of whether or not any Person now or hereafter responsible to the Lender Group, or any of them, for the Obligations or any part thereof, whether under this Guaranty or otherwise, shall cease to be so liable, each Guarantor hereby declares and agrees that this Guaranty shall be a joint and several obligation, shall be a continuing guaranty and shall be operative and binding until the Obligations shall have been indefeasibly paid in full in cash (or in the case of Letter of Credit Obligations, secured through delivery of cash collateral in an amount equal to one hundred and five percent (105%) of the Letter of Credit Obligations) and the Revolving Loan Commitments shall have been terminated.

(c) Each Guarantor absolutely, unconditionally and irrevocably waives any and all right to assert any defense (other than the defense of payment in cash in full, to the extent of its obligations hereunder, or a defense that such Guarantor's liability is limited as provided in Section 3.1(g)), set-off, counterclaim or cross-claim of any nature whatsoever with respect to this Guaranty or the obligations of the Guarantors under this Guaranty or the obligations of any other Person or party (including, without limitation, the Borrowers) relating to this Guaranty or the obligations of any of the Guarantors under this Guaranty or otherwise with respect to the Obligations in any action or proceeding brought by the Administrative Agent or any other member of the Lender Group to collect the Obligations or any portion thereof, or to enforce the obligations of any of the Guarantors under this Guaranty.

(d) The Lender Group, or any of them, may from time to time, without exonerating or releasing any Guarantor in any way under this Guaranty, (i) take such further or other security or securities for the Obligations or any part thereof as they may deem proper, or (ii) release, discharge, abandon or otherwise deal with or fail to deal with any Guarantor of the Obligations or any security or securities therefor or any part thereof now or hereafter held by the Lender Group, or any of them, or (iii) amend, modify, extend, accelerate or waive in any manner any of the provisions, terms, or conditions of the Loan Documents, all as they may consider expedient or appropriate in their sole discretion. Without limiting the generality of the foregoing, or of Section 3.1(e), it is understood that the Lender Group, or any of them, may, without exonerating or releasing any Guarantor, give up, modify or abstain from perfecting or taking advantage of any security for the Obligations and accept or make any compositions or arrangements, and realize upon any security for the Obligations when, and in such manner, and with or without notice, all as such Person may deem expedient.

(e) Each Guarantor acknowledges and agrees that no change in the nature or terms of the Obligations or any of the Loan Documents, or other agreements, instruments or contracts evidencing, related to or attendant with the Obligations (including any novation), shall discharge all or any part of the liabilities and obligations of such Guarantor pursuant to this Guaranty; it being the purpose and intent of the

Guarantors and the Lender Group that the covenants, agreements and all liabilities and obligations of each Guarantor hereunder are absolute, unconditional and irrevocable under any and all circumstances. Without limiting the generality of the foregoing, each Guarantor agrees that until each and every one of the covenants and agreements of this Guaranty is fully performed, and without possibility of recourse, whether by operation of law or otherwise, such Guarantor's undertakings hereunder shall not be released, in whole or in part, by any action or thing which might, but for this paragraph of this Guaranty, be deemed a legal or equitable discharge of a surety or guarantor, or by reason of any waiver, omission of the Lender Group, or any of them, or their failure to proceed promptly or otherwise, or by reason of any action taken or omitted by the Lender Group, or any of them, whether or not such action or failure to act varies or increases the risk of, or affects the rights or remedies of, such Guarantor or by reason of any further dealings between the Borrowers, on the one hand, and any member of the Lender Group, on the other hand, or any other guarantor or surety, and such Guarantor hereby expressly waives and surrenders any defense to its liability hereunder, or any right of counterclaim or offset of any nature or description which it may have or may exist based upon, and shall be deemed to have consented to, any of the foregoing acts, omissions, things, agreements or waivers.

(f) The Lender Group, or any of them, may, without demand or notice of any kind upon or to any Guarantor, at any time or from time to time when any amount shall be due and payable hereunder by any Guarantor, if the Borrowers shall not have timely paid any of the Obligations (or in the case of Letter of Credit Obligations, secured through delivery of cash collateral in an amount equal to one hundred and five percent (105%) of the Letter of Credit Obligations), set-off and appropriate and apply to any portion of the Obligations hereby guaranteed, and in such order of application as the Administrative Agent may from time to time elect in accordance with this Agreement, any deposits, property, balances, credit accounts or moneys of any Guarantor in the possession of any member of the Lender Group or under their respective control for any purpose. If and to the extent that any Guarantor makes any payment to the Administrative Agent or any other Person pursuant to or in respect of this Guaranty, any claim which such Guarantor may have against any Borrower by reason thereof shall be subject and subordinate to the prior payment in full of the Obligations to the satisfaction of the Lender Group.

(g) The creation or existence from time to time of Obligations in excess of the amount committed to or outstanding on the date of this Guaranty is hereby authorized, without notice to any Guarantor, and shall in no way impair or affect this Guaranty or the rights of the Lender Group herein. It is the intention of each Guarantor and the Administrative Agent that each Guarantor's obligations hereunder shall be, but not in excess of, the Maximum Guaranteed Amount (as herein defined). The "Maximum Guaranteed Amount" with respect to any Guarantor, shall mean the maximum amount which could be paid by such Guarantor without rendering this Guaranty void or voidable as would otherwise be held or determined by a court of competent jurisdiction in any

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action or proceeding involving any state or Federal bankruptcy, insolvency, reorganization, moratorium, fraudulent conveyance or other similar laws relating to the insolvency of debtors.

(h) Upon the bankruptcy or winding up or other distribution of assets of any Borrower, or of any surety or guarantor (other than the applicable Guarantor) for any Obligations of the Borrowers to the Lender Group, or any of them, the rights of the Administrative Agent against any Guarantor shall not be affected or impaired by the omission of any member of the Lender Group to prove its claim, or to prove the full claim, as appropriate, against the Borrowers, or any such other guarantor or surety, and the Administrative Agent may prove such claims as it sees fit and may refrain from proving any claim and in its discretion may value as it sees fit or refrain from valuing any security held by it without in any way releasing, reducing or otherwise affecting the liability to the Lender Group of each of the Guarantors.

(i) Each Guarantor hereby absolutely, unconditionally and irrevocably expressly waives, except to the extent such waiver would be expressly prohibited by Applicable Law, the following: (i) notice of acceptance of this Guaranty, (ii) notice of the existence or creation of all or any of the Obligations, (iii) presentment, demand, notice of dishonor, protest and all other notices whatsoever (other than notices expressly required hereunder or under any other Loan Document to which any Guarantor is a party), (iv) all diligence in collection or protection of or realization upon the Obligations or any part thereof, any obligation hereunder, or any security for any of the foregoing, (v) all rights to enforce any remedy which the Lender Group, or any of them, may have against any Borrower and (vi) any and all rights under Official Code of Georgia Sections 10-7-23 and 10-7-24 and any analogous statute in any other applicable jurisdiction. If a claim is ever made upon any member of the Lender Group for the repayment or recovery of any amount or amounts received by such Person in payment of any of the Obligations and such Person repays all or part of such amount by reason of (A) any judgment, decree or order of any court or administrative body having jurisdiction over such Person or any of its property, or (B) any settlement or compromise of any such claim effected by such Person with any such claimant, including any Borrower, then in such event each Guarantor agrees that any such judgment, decree, order, settlement or compromise shall be binding upon such Guarantor, notwithstanding any revocation hereof or the cancellation of any promissory note or other instrument evidencing any of the Obligations, and such Guarantor shall be and remain obligated to such Person hereunder for the amount so repaid or recovered to the same extent as if such amount had never originally been received by such Person.

(j) This Guaranty is a continuing guaranty of the Obligations and all liabilities to which it applies or may apply under the terms hereof and shall be conclusively presumed to have been created in reliance hereon. No failure or delay by any member of the Lender Group in the exercise of any right, power, privilege or remedy shall operate as a waiver thereof, and no single or partial exercise by the Administrative

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Agent of any right or remedy shall preclude other or further exercise thereof or the exercise of any other right or remedy and no course of dealing between any Guarantor and any member of the Lender Group shall operate as a waiver thereof. No action by any member of the Lender Group permitted hereunder shall in any way impair or affect this Guaranty. For the purpose of this Guaranty, the Obligations shall include, without limitation, all Obligations of the Borrowers to the Lender Group, notwithstanding any right or power of any third party, individually or in the name of any Borrower and the Lender Group, or any of them, to assert any claim or defense as to the invalidity or unenforceability of any such Obligation, and no such claim or defense shall impair or affect the obligations of any Guarantor hereunder.

(k) This is a guaranty of payment and not of collection. In the event the Administrative Agent makes a demand upon any Guarantor in accordance with the terms of this Guaranty, such Guarantor shall be held and bound to the Administrative Agent directly as debtor in respect of the payment of the amounts hereby guaranteed. All costs and expenses, including, without limitation, reasonable attorneys' fees and expenses, incurred by the Administrative Agent in obtaining performance of or collecting payments due under this Guaranty shall be deemed part of the Obligations guaranteed hereby.

(l) Each Subsidiary Guarantor is a direct or indirect wholly owned Domestic Subsidiary of a Borrower. Each Guarantor expressly represents and acknowledges that any financial accommodations by the Lender Group to the Borrowers, including, without limitation, the extension of credit, are and will be of direct interest, benefit and advantage to such Guarantor.

(m) Each Guarantor shall be entitled to subrogation and contribution rights from and against the Borrowers the extent any Guarantor is required to pay to any member of the Lender Group any amount in excess of the Loans advanced directly to, or other Obligations incurred directly by, such Guarantor or as otherwise available under Applicable Law; provided, however, that such subrogation and contribution rights are and shall be subject to the terms and conditions of this [Section 3.1](#) and [Section 13.5](#). The payment obligation of a Guarantor to any other Guarantor under any Applicable Law regarding contribution rights among co-obligors or otherwise shall be subordinate and subject in right of payment to the prior payment in full of the obligations of such Guarantor under the other provisions of this Guaranty, and such Guarantor shall not exercise any right or remedy with respect to such rights until payment and satisfaction in full of all such obligations.

Section 3.2 [Special Provisions Applicable to Subsidiary Guarantors](#). Pursuant to [Section 6.20](#) of this Agreement, any new Domestic Subsidiary of any Borrower is required to enter into this Agreement by executing and delivering to the Administrative Agent a Guaranty Supplement. Upon the execution and delivery of a Guaranty Supplement by such new Domestic Subsidiary, such Domestic Subsidiary shall become a

Guarantor and Borrower Party hereunder with the same force and effect as if originally named as a Guarantor or Borrower Party herein. The execution and delivery of any Guaranty Supplement (or any other supplement to any Loan Document delivered in connection therewith) adding an additional Guarantor as a party to this Agreement or any other Applicable Loan Document shall not require the consent of any other party hereto. The rights and obligations of each party hereunder shall remain in full force and effect notwithstanding the addition of any new Guarantor hereunder.

ARTICLE 4.

CONDITIONS PRECEDENT

Section 4.1 Conditions Precedent to Initial Advance. The obligations of the Lenders to undertake the Revolving Loan Commitments and to make the initial Advance hereunder, and the obligation of the Issuing Banks to issue (or arrange for the issuance of) the initial Letter of Credit hereunder, are subject to the prior fulfillment of each of the following conditions:

- Agent:
- (a) The Administrative Agent shall have received each of the following, in form and substance satisfactory to the Administrative Agent:
    - (i) This duly executed Agreement;
    - (ii) A duly executed Revolving Loan Note to the order of each Lender requesting a promissory note in the amount of such Lender's Revolving Commitment Ratio of the Revolving Loan Commitment;
    - (iii) The Security Agreement duly executed by the Borrower Parties, together with Uniform Commercial Code financing statements related thereto;
    - (iv) Original stock certificates evidencing the issued and outstanding shares of capital stock pledged to the Administrative Agent pursuant to the Security Agreement, together with stock powers or other appropriate instruments of transfer executed in blank;
    - (v) The duly executed Blocked Account Agreements required by Section 6.15;
    - (vi) The Fee Letter duly executed by the Borrowers;
    - (vii) The duly executed Post-Closing Agreement;
    - (viii) A satisfactory field audit of all Accounts and Inventory, and completion of satisfactory appraisals of all Inventory, in form and substance

reasonably satisfactory to the Administrative Agent and completed by auditors and appraisers selected by the Administrative Agent;

- (ix) The legal opinion of King & Spalding LLP, counsel to the Borrower Parties, addressed to the Lender Group;
- (x) The legal opinion of (A) Parker Poe Adams & Bernstein LLP and (B) Gray Robinson, P.A., local counsel to the Borrower Parties, addressed to the Lender Group;
- (xi) The duly executed Request for Advance for the initial Advance of the Loans;
- (xii) A duly executed Borrowing Base Certificate dated as of the Agreement Date and calculated as of July 5, 2008;
- (xiii) A loan certificate signed by an Authorized Signatory of each Borrower Party, including a certificate of incumbency with respect to each Authorized Signatory of such Borrower Party, together with appropriate attachments which shall include, without limitation, the following: (A) a copy of Certificate of Incorporation or Formation of such Borrower Party certified to be true, complete and correct by the Secretary of State of the State of such Borrower Party's incorporation or formation, (B) a true, complete and correct copy of the By-Laws of such Borrower Party, (C) a true, complete and correct copy of the resolutions of such Borrower Party authorizing the execution, delivery and performance by such Borrower Party of the Loan Documents and authorizing the borrowings or guaranty, as applicable, hereunder, (D) certificates of good standing from each jurisdiction in which such Borrower Party does business, and (E) copies of all agreements among the shareholders of such Borrower Party to which such Borrower Party is a party and plans and agreements (other than agreements entered into pursuant to or in connection with a disclosed plan) providing for the grant, issuance or sale of Equity Interests of such Borrower Party;
- (xiv) A Solvency Certificate executed by an Authorized Signatory of the Administrative Borrower regarding the solvency and financial condition of Parent and its Subsidiaries, together with a pro forma balance sheet giving effect to the incurrence of the initial Advance and the issuance of the initial Letter of Credit hereunder;
- (xv) Parent and its Subsidiaries (a) 2008 business plan including its 12 month income statement, balance sheet, statement of cash flows and availability forecast and (b) monthly projections, including income statement, balance sheet and statement of cash flows, through January 31, 2009;

(xvi) Consolidated financial statements of Parent and its Subsidiaries for the eight-month transition period ended February 2, 2008 and the fiscal year-to-date period ended July 5, 2008, including balance sheets, income and cash flow statements prepared in conformity with GAAP, and with respect to the financial statements for the eight-month transition period ended February 2, 2008, audited by independent public accountants of recognized national standing;

(xvii) Certificates of insurance and loss payable endorsements with respect to the Borrower Parties, in each case, meeting the requirements of Section 6.5;

(xviii) Pay-off letters, termination statements, canceled mortgages and the like required by the Administrative Agent in connection with the removal of any Liens (other than Permitted Liens), including, without limitation, all tax Liens, against the assets of the Borrower Parties;

(xix) Lien search results with respect to the Borrower Parties from all appropriate jurisdictions and filing offices;

(xx) Evidence satisfactory to the Administrative Agent that the Liens granted pursuant to the Security Documents will be first priority perfected Liens on the Collateral (subject only to Permitted Liens);

(xxi) Payment of all fees and expenses payable to the Administrative Agent, the Affiliates of the Administrative Agent, and the Lenders in connection with the execution and delivery of this Agreement, including, without limitation, fees and expenses of counsel to the Administrative Agent;

(xxii) A flow of funds report duly executed by the Administrative Borrower which report shall include a statement of all sources and uses of funds on the Agreement Date; and

(xxiii) All such other documents as the Administrative Agent may reasonably request, certified by an appropriate governmental official or an Authorized Signatory if so requested.

(b) The Lender Group shall have received evidence satisfactory to them that no change in the business assets, management, operations or financial condition of the Borrower Parties shall have occurred since February 2, 2008, which change has had or could be reasonably expected to have a Materially Adverse Effect, and the Lender Group shall have received a certificate of an Authorized Signatory of the Administrative Borrower so stating.



(c) The Lender Group shall have received the financial statements described in Section 5.1(k), each in form and substance reasonably acceptable to the members of the Lender Group.

(d) The Lender Group shall have received evidence satisfactory to them that all Necessary Authorizations are in full force and effect and are not subject to any pending or threatened reversal or cancellation, that no other consents or approvals are required and that no Default exists, after giving effect to the initial Advance hereunder, and the Lender Group shall have received a certificate of an Authorized Signatory of the Administrative Borrower so stating.

(e) The Administrative Agent shall have received confirmation that the original Uniform Commercial Code financing statements naming the respective Borrower Parties as debtor and the Administrative Agent as secured party have been duly filed in all appropriate jurisdictions, in such form as shall be satisfactory to the Administrative Agent.

(f) The Administrative Agent shall have received a Borrowing Base Certificate, in form and substance satisfactory to the Lender Group, reflecting that, among other things, as of the Agreement Date, after giving effect to the borrowings hereunder on the Agreement Date and the issuance of any Letters of Credit hereunder on the Agreement Date, Availability shall not be less than \$75,000,000 (with trade payables being paid currently, expenses and liabilities being paid in the ordinary course of business and without acceleration of sales and without deterioration in working capital).

(g) The Administrative Agent shall have completed such other business and legal due diligence with respect to the Borrowers and the results thereof shall be acceptable to the Administrative Agent, in its sole discretion.

Section 4.2 Conditions Precedent to Each Advance. The obligation of the Lenders to make each Advance, including the initial Advance hereunder (but excluding Advances, the proceeds of which are to reimburse (i) the Swing Bank for Swing Loans, (ii) the Administrative Agent for Agent Advances or (iii) the Issuing Banks for amounts drawn under a Letter of Credit), is subject to the fulfillment of each of the following conditions immediately prior to or contemporaneously with such Advance:

(a) All of the representations and warranties of the Borrower Parties under this Agreement and the other Loan Documents, which, pursuant to Section 5.4, are made at and as of the time of such Advance, shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) at such time, both before and after giving effect to the application of the proceeds of the Advance;

(b) Since February 2, 2008, there shall have been no change that has had or could be reasonably expected to have a Materially Adverse Effect;

(c) There shall not exist on the date of such Advance and after giving effect thereto, a Default; and

(d) The Administrative Agent and the Lenders shall have received all such other certificates, reports, statements, opinions of counsel, or other documents as the Administrative Agent or Lenders may reasonably request and all other conditions to the making of such Advance which are set forth in this Agreement shall have been fulfilled.

The Borrowers hereby agree that the delivery of any Request for Advance hereunder or any telephonic request for an Advance hereunder shall be deemed to be the certification of the Authorized Signatory thereof that all of the conditions set forth in this Section 4.2 have been satisfied. Notwithstanding the foregoing, if the conditions, or any of them, set forth above are not satisfied, such conditions may be waived by the requisite Lenders under Section 11.12.

Section 4.3 Conditions Precedent to Each Letter of Credit. The obligation of the Issuing Banks to issue (or arrange for the issuance of) each Letter of Credit (including the initial Letter of Credit) hereunder is subject to the fulfillment of each of the following conditions immediately prior to or contemporaneously with the issuance of such Letter of Credit:

(a) All of the representations and warranties of the Borrower Parties under this Agreement and the other Loan Documents, which, pursuant to Section 5.4, are made at and as of the time of the issuance of such Letter of Credit, shall be true and correct in all material respects (without duplication of any materiality qualifier contained therein) at such time, both before and after giving effect to the issuance of such Letter of Credit;

(b) Since February 2, 2008, there shall have been no change that has had or could be reasonably expected to have a Materially Adverse Effect;

(c) There shall not exist on the date of issuance of such Letter of Credit, and after giving effect thereto, a Default; and

(d) The Administrative Agent and the applicable Issuing Bank shall have received all such other certificates, reports, statements, opinions of counsel, or other documents as the Administrative Agent or such Issuing Bank may reasonably request and all other conditions to the issuance of such Letter of Credit which are set forth in this Agreement shall have been fulfilled.

The Borrowers hereby agree that the delivery of any Request for Issuance of a Letter of Credit hereunder shall be deemed to be the certification of the Authorized Signatory thereof that all of the conditions set forth in this Section 4.3 have been satisfied. Notwithstanding the foregoing, if the conditions, or any of them, set forth above are not satisfied, such conditions may be waived by the requisite Lenders under Section 11.12.

ARTICLE 5.

REPRESENTATIONS AND WARRANTIES

Section 5.1 General Representations and Warranties. In order to induce the Lender Group to enter into this Agreement and to extend the Loans and issue the Letters of Credit to the Borrowers, each Borrower Party hereby represents and warrants that:

(a) Organization; Power; Qualification. Each Borrower Party (i) is a corporation, partnership or limited liability company duly organized, validly existing, and in good standing under the laws of its state of incorporation or formation, (ii) has the corporate or other company power and authority to own or lease and operate its properties and to carry on its business as now being and hereafter proposed to be conducted, and (iii) is duly qualified and is in good standing as a foreign corporation or other company, and authorized to do business, in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization except in each case where the failure to have such power and authority described in clause (ii) above or to be so qualified as described in clause (iii) above would not reasonably be expected to have a Materially Adverse Effect.

(b) Authorization; Enforceability. Each Borrower Party has the power and has taken all necessary action, corporate or otherwise, to authorize it to execute, deliver, and perform its obligations under this Agreement and each of the other Loan Documents to which it is a party in accordance with the terms thereof and to consummate the transactions contemplated hereby and thereby. Each of this Agreement and each other Loan Document to which a Borrower Party is a party has been duly executed and delivered by such Borrower Party, and (except for Requests for Advance, Requests for Issuance of Letters of Credit, Notices of Conversion/Continuation, Notices of Requested Commitment Increases and Uniform Commercial Code financing statements solely to the extent they do not contain any affirmative obligations of the Borrower Parties) is a legal, valid and binding obligation of such Borrower Party, enforceable in accordance with its terms except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization or similar laws affecting the enforcement of creditor's rights generally or by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

(c) Partnerships; Joint Ventures; Subsidiaries. Except as disclosed on Schedule 5.1(c)-1, as of the Agreement Date, no Borrower Party or any Subsidiary of a Borrower Party has any Subsidiaries, which Subsidiaries are identified on such Schedule as Domestic Subsidiaries or Foreign Subsidiaries. As of the Agreement Date, no Borrower Party or any Subsidiary of a Borrower Party is a partner or joint venturer in any partnership or joint venture other than (i) the Subsidiaries listed on Schedule 5.1(c)-1 and (ii) the partnerships and joint ventures (that are not Subsidiaries) listed on Schedule 5.1(c)-2. Schedule 5.1(c)-1 and Schedule 5.1(c)-2 set forth, for each Person set forth

thereon, a complete and accurate statement of (i) the percentage ownership of each such Person by the applicable Borrower Party or Subsidiary of a Borrower Party as of the Agreement Date, (ii) the state or other jurisdiction of incorporation or formation, as appropriate, of each such Person as of the Agreement Date, (iii) each state in which each such Person is qualified to do business on the Agreement Date and (iv) all of each such Person's trade names, trade styles, "doing business as" or fictitious names which such Person has used or under which such Person has transacted business during the five (5) year period immediately preceding the Agreement Date.

(d) Capital Stock and Related Matters. The authorized Equity Interests as of the Agreement Date of each Borrower Party and each Subsidiary of a Borrower Party that is a corporation and the number of shares of such Equity Interests that are issued and outstanding as of the Agreement Date are as set forth on Schedule 5.1(d). All of the shares of such Equity Interests in Domestic Subsidiaries that are issued and outstanding as of the Agreement Date have been duly authorized and validly issued and are fully paid and non-assessable. None of such Equity Interests in Domestic Subsidiaries have been issued in violation of the Securities Act, or the securities, "Blue Sky" or other Applicable Laws of any applicable jurisdiction. As of the Agreement Date, the Equity Interests of each such Borrower Party (other than Parent) and each such Subsidiary of a Borrower Party are owned by the parties listed on Schedule 5.1(d) in the amounts set forth on such schedule and a description of the Equity Interests of each such party is listed on Schedule 5.1(d). As of the Agreement Date, except as described on Schedule 5.1(d), no Borrower Party (other than Parent) or any Subsidiary of a Borrower Party has outstanding any stock or securities convertible into or exchangeable for any shares of its Equity Interests, nor are there any preemptive or similar rights to subscribe for or to purchase, or any other rights to subscribe for or to purchase, or any options for the purchase of, or any agreements providing for the issuance (contingent or otherwise) of, or any calls, commitments, or claims of any character relating to, any Equity Interests or any stock or securities convertible into or exchangeable for any Equity Interests. Except as set forth on Schedule 5.1(d), as of the Agreement Date, no Borrower Party or any Subsidiary of any Borrower Party is subject to any obligation (contingent or otherwise) to repurchase or otherwise acquire or retire any shares of its Equity Interests or to register any shares of its Equity Interests, and there are no agreements restricting the transfer of any shares of such Borrower Party's or such Subsidiary's Equity Interests.

(e) Compliance with Law, Loan Documents, and Contemplated Transactions. The execution, delivery, and performance of this Agreement and each of the other Loan Documents in accordance with their respective terms and the consummation of the transactions contemplated hereby and thereby do not and will not (i) violate any Applicable Law, (ii) conflict with, result in a breach of, or constitute a default under the certificate of incorporation or formation or by-laws, partnership agreement or operating agreement of any Borrower Party or under any indenture, agreement, or other instrument to which any Borrower Party is a party or by which any Borrower Party or any of its properties may be bound, or (iii) result in or require the

creation or imposition of any Lien upon or with any assets or property of any Borrower Party except Permitted Liens.

(f) Necessary Authorizations. Each Borrower Party and each Subsidiary of a Borrower Party has obtained all Necessary Authorizations, and all such Necessary Authorizations are in full force and effect except, other than with respect to the transactions contemplated by the Loan Documents, where failure to obtain such Necessary Authorizations, or the failure of such Necessary Authorizations to be in full force and effect, could not reasonably be expected to have a Materially Adverse Effect. None of such Necessary Authorizations is the subject of any pending or, to the best of each Borrower Party's knowledge, threatened attack or revocation, by the grantor of the Necessary Authorization except, other than with respect to the transactions contemplated by the Loan Documents, where the revocation by the grantor of such Necessary Authorizations could not reasonably be expected to have a Materially Adverse Effect.

(g) Title to Properties. Each Borrower Party has good and marketable title to, or a valid leasehold interest in, all of its properties and assets except as could not, individually or in the aggregate, be expected to have a Materially Adverse Effect, and none of such properties or assets is subject to any Liens, other than Permitted Liens.

(h) Material Contracts. Schedule 5.1(h) contains a complete list, as of the Agreement Date, of each Material Contract, true, correct and complete copies of which have been delivered to the Administrative Agent. Schedule 5.1(h) further identifies, as of the Agreement Date, each Material Contract that requires consent to the granting of a Lien in favor of the Administrative Agent on the rights of any Borrower Party thereunder. No Borrower Party or any Subsidiary of a Borrower Party is in default under or with respect to any Material Contract to which it is a party or by which it or any of its properties are bound which default gives rise to a right of termination by the non-defaulting party and which Material Contract, if terminated, could reasonably be expected to have a Materially Adverse Effect.

(i) Labor Matters. Except as disclosed on Schedule 5.1(i): as of the Agreement Date, (i) no Borrower Party is engaged in any unfair labor practice; (ii) there is no unfair labor practice complaint pending against any Borrower Party before the National Labor Relations Board and no grievance or arbitration proceeding arising out of or under any collective bargaining agreement that is so pending against any Borrower Party; and (iii) no strike or work stoppage is in existence involving any employees of any Borrower Party, except (with respect to any matter specified in clause (i) or (ii) above) such as could not reasonably be expected to have a Materially Adverse Effect.

(j) Taxes. Except as set forth on Schedule 5.1(j), all federal, state and other material tax returns of each Borrower Party required by law to be filed have been filed, and all federal, state and other material taxes (including without limitation, all real estate and personal property, income, franchise, transfer and gains taxes), assessments, governmental charges or levies upon each Borrower Party and any of their respective

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properties, income, profits, and assets, which are shown thereon to be due and payable, have been paid, except any payment of any of the foregoing which such Borrower Party or such Subsidiary, as applicable, is currently contesting in good faith by appropriate proceedings and with respect to which reserves in conformity with GAAP have been provided on the books of such Borrower Party or such Subsidiary, as the case may be. As of the Agreement Date, no adjustment relating to any tax returns has been proposed formally or informally by any Governmental Authority and, to the knowledge of each Borrower Party, no basis exists for any such adjustment, except as reflected in the charges, accruals and reserves on the books of the Borrower Parties and their Subsidiaries. The charges, accruals, and reserves on the books of the Borrower Parties and their Subsidiaries in respect of taxes are, in the good faith judgment of the Borrower Parties, adequate. Except as set forth on Schedule 5.1(j), as of the Agreement Date, no Borrower Party or any Subsidiary of a Borrower Party has knowledge of any pending audit by the Internal Revenue Service or any other taxing authority.

(k) Financial Statements. The Borrowers have furnished, or have caused to be furnished, to the Lenders (i) the audited consolidated financial statements of Parent and its Subsidiaries which present fairly in accordance with GAAP the financial position of Parent and its Subsidiaries as at February 2, 2008, and the results of operations for the eight-month transition period then ended, and (ii) the unaudited interim consolidated financial statements of Parent and its Subsidiaries which present fairly in accordance with GAAP, subject to normal year end adjustments, the financial position of Parent and its Subsidiaries as at May 3, 2008, and the results of operations for the three-month period then ended.

(l) No Adverse Change. Since February 2, 2008, there has occurred no event which has had or could reasonably be expected to have a Materially Adverse Effect.

(m) Intentionally Omitted.

(n) Liabilities, Litigation, etc. As of the Agreement Date, except for liabilities incurred in the normal course of business, no Borrower Party or any Subsidiary of any Borrower Party has any liabilities exceeding (individually or in the aggregate) \$7,500,000, direct or contingent, except as disclosed or referred to in the financial statements referred to in Section 5.1(k) or with respect to the Obligations and the Senior Notes. As of the Agreement Date, except as described on Schedules 5.1(n) and 5.1(y), there is no litigation, legal or administrative proceeding, investigation, or other action of any nature pending or, to the knowledge of the Borrower Parties, threatened against or affecting any Borrower Party, any Subsidiary of any Borrower Party or any of their respective properties which could reasonably be expected to result in any judgment against or liability of such Borrower Party or Subsidiary in excess of \$7,500,000 individually and in the aggregate with respect to all Borrower Parties and their Subsidiaries, or the loss of any certification or license the loss of which could reasonably

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be expected to have a Materially Adverse Effect. None of such litigation disclosed on Schedules 5.1(n) and 5.1(y), individually or collectively, could reasonably be expected to have a Materially Adverse Effect.

(o) ERISA. Each Borrower Party and each Plan are in compliance in all material respects with ERISA and the Code, and no Borrower Party nor any of its ERISA Affiliates has incurred any accumulated funding deficiency within the meaning of ERISA or the Code with respect to any such Plan that is subject to the minimum funding requirements of ERISA or the Code. Each Borrower Party and each of its ERISA Affiliates have complied with all material requirements of Sections 601 through 608 of ERISA and Section 4980B of the Code. No Borrower Party has made any promises of retirement or other benefits to employees, except as set forth in the Plans. No Borrower Party has incurred any material liability to the PBGC in connection with any such Plan. No Reportable Event has occurred and is continuing with respect to any such Plan. No such Plan or trust created thereunder, or party in interest (as defined in Section 3(14) of ERISA, or any fiduciary (as defined in Section 3(21) of ERISA), has engaged in a non-exempt “prohibited transaction” (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) which would subject any Borrower Party to any penalty or tax on “prohibited transactions” imposed by Section 502 of ERISA or Section 4975 of the Code that could reasonably be expected to have a Materially Adverse Effect. No Borrower Party or any ERISA Affiliate is a participant in or is obligated to make any payment to a Multiemployer Plan.

(p) Intellectual Property; Licenses; Certifications. As of the Agreement Date, except as set forth on Schedule 5.1(p), no Borrower Party owns any registered patents, trademarks, service marks or copyrights, and has no pending registration applications with respect to any of the foregoing. As of the Agreement Date, the Borrower Parties own or otherwise have the right to use all patents, trademarks, service marks or copyrights necessary for the operation of the business of the Borrower Parties as currently conducted, except for any such the failure to so own or have the right to use could not reasonably be expected to have a Materially Adverse Effect.

(q) Compliance with Law; Absence of Default. Each Borrower Party and each Subsidiary of a Borrower Party is in compliance with all Applicable Laws and with all of the provisions of its certificate of incorporation or formation and by-laws or other governing documents except where the failure to be in compliance could not reasonably be expected to have a Materially Adverse Effect, and no event has occurred or has failed to occur which has not been remedied or waived, the occurrence or non-occurrence of which constitutes a Default.

(r) Intentionally Omitted.

(s) Accuracy and Completeness of Information. All written information, reports, other papers and data relating to the Borrower Parties and their Subsidiaries furnished by or at the direction of the Borrower Parties to the Lender Group

(other than projections, estimates and forecasts) were, at the time furnished, complete and correct in all material respects. With respect to projections, estimates and forecasts given to the Lender Group, such projections, estimates and forecasts are based on the Borrower Parties' good faith assessment of the future of the business at the time made. The Borrower Parties had a reasonable basis for such assessment at the time made.

(t) Compliance with Regulations T, U, and X. No Borrower Party is engaged principally in the business of, or has as one of its important activities, extending credit for the purpose of purchasing or carrying, any "margin security" or "margin stock" as defined in Regulations T, U and X of the Board of Governors of the Federal Reserve System (herein called "Margin Stock"). None of the proceeds of the Loans will be used, directly or indirectly, for the purpose of purchasing or carrying any Margin Stock or for the purpose of reducing or retiring any Funded Debt which was originally incurred to purchase or carry Margin Stock or for any other purpose which might constitute this transaction a "purpose credit" within the meaning of said Regulations T, U and X. If so requested by the Administrative Agent, the Borrowers will furnish the Administrative Agent with (i) a statement or statements in conformity with the requirements of Federal Reserve Form U-1 referred to in Regulation U of said Board of Governors and (ii) other documents evidencing its compliance with the margin regulations reasonably requested by the Administrative Agent. Neither the making of the Loans nor the use of proceeds thereof will violate the provisions of Regulation T, U or X of said Board of Governors.

(u) Solvency. As of the Agreement Date and after giving effect to the transactions contemplated by the Loan Documents (i) the property of each Borrower, individually, and the Borrower Parties, taken as a whole, at a fair valuation on a going concern basis, will exceed its or their, as applicable, debt; (ii) the capital of each Borrower Party will not be unreasonably small to conduct its business; and (iii) no Borrower Party will have incurred debts, or have intended to incur debts, beyond its ability to pay such debts as they mature. For purposes of this Section, "debt" shall mean any liability on a claim, and "claim" shall mean (A) the right to payment, whether or not such right is reduced to judgment, liquidated, unliquidated, fixed, contingent, matured, unmatured, undisputed, legal, equitable, secured or unsecured, or (B) the right to an equitable remedy for breach of performance if such breach gives rise to a right to payment, whether or not such right to an equitable remedy is reduced to judgment, fixed, contingent, matured, unmatured, undisputed, secured or unsecured.

(v) Insurance. As of the Agreement Date, all material insurance policies and coverages maintained by the Borrower Parties and their Subsidiaries are described on Schedule 5.1(v).

(w) Intentionally Omitted.

(x) Real Property. All real property leased by each Borrower Party as of the Agreement Date where Collateral is located is set forth in Schedule 5.1(x)-1. All

real property owned by each Borrower Party as of the Agreement Date is set forth in Schedule 5.1(x)-2.

(y) Environmental Matters.

(i) Except as specifically disclosed in Schedule 5.1(y) or as could not, individually or in the aggregate, reasonably be expected to have a Materially Adverse Effect, no Borrower Party or any Subsidiary thereof (A) has failed to comply with any Environmental Law or to obtain, maintain or comply with any permit, license or other approval required under any Environmental Law, (B) has received notice of any claim with respect to any Environmental Law or (C) knows of any basis for any liability under any Environmental Law.

(ii) Except in each case, as could not, individually or in the aggregate, reasonably be expected to have a Materially Adverse Effect or as otherwise set forth in Schedule 5.1(y), (A) there are no and never have been any underground or above-ground storage tanks or any surface impoundments, septic tanks, pits, sumps or lagoons in which Hazardous Materials are being or have been treated, stored or disposed on any property currently owned or, to the knowledge of any Borrower Party, operated by any Borrower Party; (B) there is no asbestos or asbestos-containing material on any property currently owned or, to the knowledge of any Borrower Party, operated by any Borrower Party or; and (C) to the knowledge of the Borrower Parties, Hazardous Materials have not been released, discharged or disposed of on any property currently or formerly owned or operated by any Borrower Party or any Subsidiary thereof.

(iii) Except in each case, as could not, individually or in the aggregate, reasonably be expected to have a Materially Adverse Effect or as otherwise set forth on Schedule 5.1(y), (i) no Borrower Party or any Subsidiary thereof is undertaking, either individually or together with other potentially responsible parties, any investigation or assessment or remedial or response action relating to any actual or threatened release, discharge or disposal of Hazardous Materials at any site, location or operation, either voluntarily or pursuant to the order of any Governmental Authority or the requirements of any Environmental Law; and (ii) all Hazardous Materials generated, used, treated, handled or stored at, or transported to or from, any property currently or formerly owned or operated by any Borrower Party or any Subsidiary thereof have been disposed of in a manner not reasonably expected to result in liability to any Borrower Party or any Subsidiary thereof.

(z) Intentionally Omitted.

(aa) Name of Borrower Party. Except as set forth on Schedule 5.1(aa), no Borrower Party has changed its name within the preceding five (5) years from the Agreement Date.



(bb) Investment Company Act. No Borrower Party or any Subsidiary of a Borrower Party is required to register under the provisions of the Investment Company Act of 1940, as amended, and neither the entering into or performance by the Borrower Parties of this Agreement nor the issuance of any Revolving Loan Notes violates any provision of such Act or requires any consent, approval, or authorization of, or registration with, any governmental or public body or authority pursuant to any of the provisions of such Act.

(cc) Permitted Debt and Permitted Lien Status. The Obligations as and when incurred shall constitute permitted Indebtedness (as defined in the Indenture) under the Senior Notes Documents, and all Liens granted to the Administrative Agent under the Loan Documents shall constitute Permitted Liens (as defined in the Indenture) under the Senior Notes Documents.

(dd) Holding Company Status. US Ben Sherman Holdco does not (x) have any material liabilities other than intercompany Funded Debt permitted hereunder or (y) own any material assets or engage in any material activity or business other than its ownership of the Equity Interests of Oxford Industries (UK 1) and the intercompany Funded Debt permitted hereunder that is owed to it.

(ee) OFAC. None of the Borrower Parties, any Subsidiary of Parent, any Affiliate of the Borrower Parties (other than an Affiliate that is a shareholder of Parent) or, to the knowledge of any Borrower Party as of the Agreement Date, any Affiliate that is a shareholder of Parent (i) is a Sanctioned Person, (ii) has more than 15% of its assets in Sanctioned Countries, or (iii) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries. No part of the proceeds of any Loans hereunder will be used directly or indirectly to fund any operations in, finance any investments or activities in or make any payments to, a Sanctioned Person or a Sanctioned Country or for any payments to any governmental official or employee, political party, official of a political party, candidate for political office, or anyone else acting in an official capacity, in order to obtain, retain or direct business or obtain any improper advantage, in violation of the United States Foreign Corrupt Practices Act of 1977, as amended.

(ff) Patriot Act. Neither any Borrower Party nor any of its Subsidiaries is an “enemy” or an “ally of the enemy” within the meaning of Section 2 of the Trading with the Enemy Act of the United States of America (50 U.S.C. App. §§ 1 et seq.), as amended or any enabling legislation or executive order relating thereto. Neither any Borrower Party nor any of its Subsidiaries is in violation of (a) the Trading with the Enemy Act, as amended, (b) any of the foreign assets control regulations of the United States Treasury Department (31 CFR, Subtitle B, Chapter V, as amended) or any enabling legislation or executive order relating thereto or (c) the USA Patriot Act. None of the Borrower Parties (i) is a blocked person described in section 1 of the Executive

Order No. 13224 or (ii) to the best of its knowledge, engages in any dealings or transactions, or is otherwise associated, with any such blocked person.

(gg) License Agreements. As of the Agreement Date, all License Agreements of the Borrower Parties are listed on Schedule 5.1(gg).

Section 5.2 Representations and Warranties Relating to Credit Card Receivables and Accounts Receivables. With respect to all Accounts of each Borrower Party, such Borrower Party hereby warrants and represents to the Lender Group that such Accounts are bona fide existing payment obligations of Account Debtors created by the sale and delivery of Inventory or the rendition of services to such Account Debtors in the ordinary course of such Borrower Party's business. As to each Account that was included by such Borrower Party as an Eligible Account or an Eligible Credit Card Receivable in the most recent Borrowing Base Certificate submitted to the Administrative Agent by the Administrative Borrower, such Account was not ineligible (to the Administrative Borrower's knowledge with respect to any Account deemed ineligible by the Administrative Agent in the exercise of its Permitted Discretion) by virtue of one or more of the excluding criteria set forth in the definition of Eligible Accounts or Eligible Credit Card Receivables, as applicable, as of the date of such Borrowing Base Certificate.

Section 5.3 Representations and Warranties Relating to Inventory. As to Inventory that was included by such Borrower Party as Eligible Inventory in the most recent Borrowing Base Certificate submitted to the Administrative Agent by the Administrative Borrower, such Inventory was not ineligible (to the Administrative Borrower's knowledge with respect to any Account deemed ineligible by the Administrative Agent in the exercise of its Permitted Discretion) by virtue of one or more of the applicable excluding criteria set forth in the definition of Eligible Domestic Inventory, Eligible In-Transit Inventory and Eligible L/C Inventory, as the case may be, as of the date of such Borrowing Base Certificate.

Section 5.4 Survival of Representations and Warranties, etc. All representations and warranties made under this Agreement and the other Loan Documents shall be deemed to be made, and shall be true and correct, at and as of the Agreement Date and the date of each Advance or issuance of a Letter of Credit hereunder, except to the extent previously fulfilled in accordance with the terms of this Agreement or the other Loan Documents and to the extent subsequently inapplicable. All representations and warranties made under this Agreement and the other Loan Documents shall survive, and not be waived by, the execution hereof by the Lender Group, or any of them, any investigation or inquiry by any member of the Lender Group, or the making of any Advance or the issuance of any Letter of Credit under this Agreement.

ARTICLE 6.

GENERAL COVENANTS

Until the later of the date the Obligations are repaid in full or the date the Borrowers no longer have the right to borrow, or have Letters of Credit issued, hereunder (whether or not the conditions to borrowing have been or can be fulfilled), and unless the Majority Lenders shall otherwise give their prior consent in writing:

Section 6.1 Preservation of Existence and Similar Matters. Each Borrower Party will, and will cause each of its Subsidiaries to (i) except as expressly permitted by Section 8.7, preserve and maintain its existence, and, solely with respect to its Domestic Subsidiaries, maintain its due organization, valid existence and good standing, in each case in its jurisdiction of incorporation or organization, (ii) qualify and remain qualified and authorized to do business in each jurisdiction in which the character of its properties or the nature of its business requires such qualification or authorization except where the failure to be so qualified would not reasonably be expected to have a Materially Adverse Effect, and (iii) maintain all Necessary Authorizations except where the failure to maintain such Necessary Authorizations would not reasonably be expected to have a Materially Adverse Effect.

Section 6.2 Compliance with Applicable Law. Each Borrower Party will, and will cause each of its Subsidiaries to, comply, in all material respects, with the requirements of all Applicable Law, except where the failure to so comply could not reasonably be expected to have a Materially Adverse Effect.

Section 6.3 Maintenance of Properties. Each Borrower Party will, and will cause each of its Domestic Subsidiaries to, maintain or cause to be maintained in the ordinary course of business in good repair, working order and condition, normal wear and tear and disposal of obsolete equipment excepted, all properties used or useful in its business (whether owned or held under lease), and from time to time make or cause to be made all needed and appropriate repairs, renewals, replacements, additions, betterments, and improvements thereto, except where the failure to do so could not reasonably be expected to have a Materially Adverse Effect.

Section 6.4 Accounting Methods and Financial Records. Each Borrower Party will, and will cause each of its Domestic Subsidiaries to, maintain a system of accounting established and administered in accordance with GAAP and will keep adequate records and books of account in which complete entries will be made in accordance with such accounting principles consistently applied and reflecting all transactions required to be reflected by such accounting principles.

Section 6.5 Insurance. Each Borrower Party will, and will cause each of its Subsidiaries to, maintain insurance including, but not limited to, public liability, property insurance, comprehensive general liability, product liability, business interruption and

fideli ty coverage insurance, in such amounts and against such risks as would be customary for companies in the same industry and of comparable size as the Borrower Parties and their Subsidiaries from financially sound and reputable insurance companies having and maintaining an A.M. Best rating of "A minus" or better and being in a size category of VI or larger or otherwise acceptable to the Administrative Agent. Without limitation to the foregoing, each Borrower Party further agrees to maintain and pay for, or cause to be paid for, insurance upon all goods constituting Collateral wherever located, in storage or in transit in vehicles, vessels or aircraft, including goods evidenced by documents, covering casualty, hazard, public liability and such other risks and in such amounts as would be customary for companies in the same industry and of comparable size as the Borrower Parties, from financially sound and reputable insurance companies having and maintaining an A.M. Best rating of "A minus" or better and being in a size category of VI or larger or otherwise acceptable to the Administrative Agent to insure the Lender Group's interest in such Collateral. All such insurance policies covering goods that constitute Collateral shall name the Administrative Agent as loss payee and all general liability insurance policies of the Borrower Parties shall name the Administrative Agent as additional insured (other than insurance policies subject to the terms and conditions of the Post-Closing Agreement). Subject to the terms and conditions of the Post-Closing Agreement with respect to insurance policies of the Borrower Parties in foreign jurisdictions, each Borrower Party shall deliver the original certificates of insurance or banker's endorsements evidencing that the required liability insurance policies of the Borrower Parties naming the Administrative Agent as additional insured is in force together with satisfactory lender's loss payable endorsements or banker's endorsements with respect to insurance covering goods that constitute Collateral. Each policy of insurance or endorsement with respect to property coverage shall contain a clause requiring the insurer to give not less than thirty (30) days' prior written notice (or ten (10) days' prior written notice with respect to any cancellation for non-payment of premium) to the Administrative Agent in the event of cancellation or modification of the policy for any reason whatsoever and a clause that the interest of the Administrative Agent shall not be impaired or invalidated by any act or neglect of any Borrower Party or owner of the Collateral. If any Borrower Party fails to provide and pay for such insurance, the Administrative Agent may, at the Borrowers' expense, procure the same, but shall not be required to do so. Each Borrower Party agrees to deliver to the Administrative Agent, promptly as rendered, true copies of all reports made in any reporting forms to insurance companies.

Section 6.6 Payment of Taxes and Claims. Each Borrower Party will, and will cause each of its Subsidiaries to, pay and discharge all taxes, assessments, and governmental charges or levies imposed upon it or its income or profit or upon any properties belonging to it prior to the date on which penalties attach thereto, and all lawful claims for labor, materials and supplies which have become due and payable and which by law have or may become a Lien upon any of its Property; except that, no such tax, assessment, charge, levy, or claim need be paid which is being contested in good faith by appropriate proceedings and for which adequate reserves shall have been set

aside on the appropriate books, but only so long as such tax, assessment, charge, levy, or claim does not become a Lien or charge other than a Permitted Lien and no foreclosure, distraint, sale, or similar proceedings shall have been commenced and remain unstayed for a period thirty (30) days after such commencement. Each Borrower Party shall, and shall cause each of its Subsidiaries to, timely file all information returns required by federal, state, or local tax authorities.

Section 6.7 Visits and Inspections. Each Borrower Party will, and will permit each of its Subsidiaries to, permit representatives of the Administrative Agent to (a) visit and inspect the properties of the Borrower Parties and their Subsidiaries during normal business hours, (b) inspect and make extracts from and copies of the Borrower Parties' and their Subsidiaries' books and records, and (c) discuss with the Borrower Parties' and their Subsidiaries' respective principal officers the Borrower Parties' or such Subsidiaries' businesses, assets, liabilities, financial positions, results of operations, and business prospects relating to the Borrower Parties or such Subsidiaries; provided, however, Borrowers shall only be obligated to pay for one field audit and one appraisal in any twelve (12) month period unless (i) Availability is less than or equal to twenty percent (20%) of the amount of the Revolving Loan Commitment then in effect, in which case the Borrowers shall be obligated to pay for two field audits and two appraisals during any twelve (12) month period or (ii) an Event of Default has occurred and is continuing, in which case, the Borrowers shall pay for all field audits and appraisals, as determined by the Administrative Agent in its sole and absolute discretion; provided, further, any field exam or appraisal conducted pursuant to Section 8.7(d) shall not count against the limitations on field exams and appraisals described above. Any other member of the Lender Group may, at its expense, accompany the Administrative Agent on any regularly scheduled visit (or at any time that a Default exists any visit regardless of whether it is regularly scheduled) to the Borrower Parties and their Subsidiaries' properties.

Section 6.8 Intentionally Omitted.

Section 6.9 ERISA. Each Borrower Party shall at all times make, or cause to be made, prompt payment of contributions required to meet the minimum funding standards set forth in ERISA with respect to each Borrower Party's and its ERISA Affiliates' Plans that are subject to such funding requirements; furnish to the Administrative Agent, promptly upon the Administrative Agent's request therefor, copies of any annual report required to be filed pursuant to ERISA in connection with each such Plan of each Borrower Party and its ERISA Affiliates; notify the Administrative Agent as soon as practicable of any ERISA Event that could reasonably be expected to have a Materially Adverse Effect; and furnish to the Administrative Agent, promptly upon the Administrative Agent's request therefor, such additional information concerning any such Plan as may be reasonably requested by the Administrative Agent.

Section 6.10 Lien Perfection. Each Borrower Party agrees to take such action as may be reasonably requested by the Administrative Agent to perfect or continue the perfection of the Administrative Agent's (on behalf of, and for the benefit of, the Lender Group) security interest in the Collateral. Each Borrower Party hereby authorizes the Administrative Agent to file any such financing statement on such Borrower Party's behalf describing the Collateral as "all assets of the debtor" or "all personal property of the debtor."

Section 6.11 Location of Collateral. All tangible property owned by a Borrower Party constituting Collateral, other than Inventory in transit, Inventory sold or consigned for sale in the ordinary course of business and raw materials and work-in-process located at manufacturing sites outside the US and Canada, is on the Agreement Date kept by the Borrower Parties at one or more of the business locations of the Borrower Parties set forth in Schedule 6.11. The Inventory shall not, without the prior written approval of the Administrative Agent, be moved from the locations set forth on Schedule 6.11 except for (a) Inventory in transit, (b) raw materials and work-in-process located at manufacturing sites outside the US and Canada, (c) sales or other dispositions of assets permitted pursuant to Section 8.7 or consignments for sale in the ordinary course of business and (d) locations within the US or Canada (other than the Province of Quebec) other than those specified in the first sentence of this Section 6.11 if (i) the Administrative Borrower gives the Administrative Agent reasonable notice of the new location and (ii) the Lender Group's security interest in such Inventory is and continues to be a duly perfected, first priority Lien thereon.

Section 6.12 Protection of Collateral. All insurance expenses and expenses of protecting, storing, warehousing, insuring, handling, maintaining and shipping the Collateral (including, without limitation, all rent payable by any Borrower Party to any landlord of any premises where any of the Collateral may be located), and any and all excise, property, sales, and use taxes imposed by any state, federal, or local authority on any of the Collateral or in respect of the sale thereof, shall be borne and paid by the Borrower Parties. If the Borrower Parties fail to promptly pay any portion thereof when due, the Lenders may, at their option during the existence of an Event of Default, but shall not be required to, make a Base Rate Advance for such purpose and pay the same directly to the appropriate Person. The Borrower Parties agree to reimburse the Lenders promptly therefor with interest accruing thereon daily at the Default Rate provided in this Agreement. All sums so paid or incurred by the Lenders for any of the foregoing and all reasonable costs and expenses (including attorneys' fees, legal expenses, and court costs) which the Lenders may incur in enforcing or protecting the Lien on or rights and interest in the Collateral or any of their rights or remedies under this or any other agreement between the parties hereto or in respect of any of the transactions to be had hereunder until paid by the Borrowers to the Lenders with interest at the Default Rate, shall be considered Obligations owing by the Borrowers to the Lenders hereunder. Such Obligations shall be secured by all Collateral and by any and all other collateral, security, assets, reserves, or funds of the Borrower Parties in or coming into the hands or inuring to

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the benefit of the Lenders. Neither the Administrative Agent nor the Lenders shall be liable or responsible in any way for the safekeeping of any of the Collateral or for any loss or damage thereto (except for reasonable care in the custody thereof while any Collateral is in the Administrative Agent's or the Lenders' actual possession) or for any diminution in the value thereof, or for any act or default of any warehouseman, carrier, forwarding agency, or other person whomsoever, but the same shall be at the Borrower Parties' sole risk.

Section 6.13 Assignments and Records of Accounts. If so requested by the Administrative Agent during the continuance of an Event of Default, each Borrower Party shall execute and deliver to the Administrative Agent, for the benefit of the Lender Group, formal written assignments of all of the Accounts constituting Collateral daily, which shall include all such Accounts that have been created since the date of the last assignment, together with copies of invoices or invoice registers related thereto. Each Borrower Party shall keep in all material respects accurate and complete records of the Accounts and all payments and collections thereon.

Section 6.14 Administration of Accounts.

(a) The Administrative Agent retains the right after the occurrence and during the continuance of an Event of Default to notify the Account Debtors to pay all amounts owing on Accounts constituting Collateral to the Administrative Agent, for the benefit of the Lender Group, and to collect the Accounts directly in its own name and to charge the collection costs and expenses, including attorneys' fees, to the Borrower Parties. The Administrative Agent has no duty to protect, insure, collect or realize upon the Accounts or preserve rights in them. Each Borrower Party irrevocably makes, constitutes and appoints the Administrative Agent as such Borrower Party's true and lawful attorney and agent-in-fact to endorse such Borrower Party's name on any checks, notes, drafts or other payments relating to the Accounts which come into the Administrative Agent's possession or under the Administrative Agent's control as a result of its taking any of the foregoing actions. Additionally, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent, for the benefit of the Lender Group, shall have the right to collect and settle or adjust all disputes and claims directly with the Account Debtor and to compromise the amount or extend the time for payment of the Accounts upon such terms and conditions as the Administrative Agent may deem advisable, and to charge the deficiencies, reasonable costs and expenses thereof, including attorney's fees, to the Borrower Parties.

(b) If an Account includes a charge for any tax payable to any governmental taxing authority, upon the occurrence and during the continuance of an Event of Default, the Administrative Agent on behalf of the Lenders is authorized, in its sole discretion, to pay the amount thereof to the proper taxing authority for the account of the applicable Borrower Party and to make a Base Rate Advance to the Borrowers to pay therefor. The Borrower Parties shall notify the Administrative Agent if any Account

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includes any tax due to any governmental taxing authority and, in the absence of such notice, the Administrative Agent shall have the right to retain the full proceeds of the Account and shall not be liable for any taxes to any governmental taxing authority that may be due by any Borrower Party by reason of the sale and delivery creating the Account.

(c) Whether or not a Default has occurred, any of the Administrative Agent's officers, employees or agents shall have the right after prior notice to the Administrative Borrower (provided no prior notice shall be required if an Event of Default shall have occurred and be continuing), at any time or times hereafter, in the name of the Lenders, or any designee of the Lenders or the Borrower Parties, to verify the validity, amount or other matter relating to any Accounts by mail, telephone, telegraph or otherwise. The Borrower Parties shall cooperate fully with the Administrative Agent and the Lenders in an effort to facilitate and promptly conclude any such verification process.

Section 6.15 Blocked Account Agreements.

(a) Each deposit account and securities account owned or maintained by the Borrower Parties (other than an Excluded Deposit Account) shall be maintained at a bank or financial institution which is reasonably acceptable to the Administrative Agent (each such bank, a "Cash Management Bank"). As of the Agreement Date, each deposit account and securities account of the Borrower Parties are listed on Schedule 6.15 and such schedule designates which accounts are deposit accounts. Except with respect to Excluded Accounts or with the prior written consent of the Administrative Agent, each deposit account and securities account maintained by any Borrower Party shall be subject to a control agreement in form and substance satisfactory to the Administrative Agent and such bank or financial institution (each such account, a "Blocked Account Agreement"). Each such Blocked Account Agreement shall provide, among other things, that from and after the Agreement Date, the relevant Cash Management Bank, agrees, from and after the receipt of a notice (an "Activation Notice") from the Administrative Agent (which Activation Notice shall be given by the Administrative Agent at any time at which (i) an Event of Default has occurred and is continuing or (ii) Availability for three (3) consecutive Business Days is less than the greater of (A) \$26,250,000 and (B) fifteen percent (15%) of the amount of the Revolving Loan Commitment then outstanding (the foregoing being referred to herein as an "Activation Event")), to forward immediately all amounts in each deposit account or securities account, as the case may be to the Administrative Agent per its instructions and to commence the process of daily sweeps from such account to the Administrative Agent.

(b) The Borrower Parties shall take all steps to ensure that all of their Account Debtors and all of their Credit Card Processors forward all items of payment to lockboxes established with the Cash Management Banks. The Borrower Parties shall irrevocably instruct such Credit Card Processors to forward all items of payment owing to the Borrower Parties directly to a deposit account subject to a Blocked Account

Agreement (a "Blocked Account").

(c) In the event that any Borrower Party shall at any time receive any remittances of any of the foregoing directly or shall receive any other funds representing proceeds of the Collateral, such Borrower Party shall hold the same as trustee for the Administrative Agent, shall segregate such remittances from its other assets, and shall promptly deposit the same into a Blocked Account. All cash, cash equivalents, checks, notes, drafts or similar items of payment received by any Borrower Party shall be deposited into a Blocked Account promptly upon receipt thereof by such Borrower Party.

Section 6.16 Further Assurances. Upon the request of the Administrative Agent, each Borrower Party will promptly cure, or cause to be cured, defects in the creation and issuance of any Revolving Loan Notes and the execution and delivery of the Loan Documents (including this Agreement), resulting from any act or failure to act by any Borrower Party or any employee or officer thereof. Each Borrower Party at its expense will promptly execute and deliver to the Administrative Agent and the Lenders, or cause to be executed and delivered to the Administrative Agent and the Lenders, all such other and further documents, agreements, and instruments in compliance with or accomplishment of the covenants and agreements of the Borrower Parties in the Loan Documents (including this Agreement), or to correct any omissions in the Loan Documents, or more fully to state the obligations set out herein or in any of the Loan Documents, or to obtain any consents, all as may be necessary or appropriate in connection therewith.

Section 6.17 Intentionally Omitted.

Section 6.18 Indemnity. Each Borrower Party will indemnify and hold harmless each Indemnified Person from and against any and all claims, liabilities, investigations, losses, damages, actions, demands, penalties, judgments, suits, investigations and costs, expenses (including reasonable fees and expenses of experts, agents, consultants and counsel) and disbursements, in each case, of any kind or nature (whether or not the Indemnified Person is a party to any such action, suit or investigation) whatsoever which may be imposed on, incurred by, or asserted against an Indemnified Person resulting from any breach by the Borrower Parties of any representation or warranty made hereunder, or otherwise in any way relating to or arising out of the Revolving Loan Commitments, this Agreement, the other Loan Documents or any other document contemplated by this Agreement, the making, administration or enforcement of the Loan Documents and the Loans, any transaction contemplated hereby or any related matters unless, with respect to any of the above, such Indemnified Person is determined by a final non-appealable judgment of a court of competent jurisdiction to have acted or failed to act with gross negligence or willful misconduct. NO INDEMNIFIED PERSON SHALL BE RESPONSIBLE OR LIABLE TO ANY OTHER PARTY TO ANY LOAN DOCUMENT, ANY SUCCESSOR, ASSIGNEE OR THIRD PARTY BENEFICIARY OF SUCH PERSON OR ANY OTHER PERSON ASSERTING CLAIMS



DERIVATIVELY THROUGH SUCH PARTY, FOR INDIRECT, PUNITIVE, EXEMPLARY OR CONSEQUENTIAL DAMAGES WHICH MAY BE ALLEGED AS A RESULT OF CREDIT HAVING BEEN EXTENDED, SUSPENDED OR TERMINATED UNDER ANY LOAN DOCUMENT OR AS A RESULT OF ANY OTHER TRANSACTION CONTEMPLATED HEREUNDER OR UNDER ANY OTHER LOAN DOCUMENT. This Section 6.18 shall survive termination of this Agreement.

Section 6.19 Environmental Matters. Each Borrower Party shall (a) conduct its operations and keep and maintain its Properties in compliance with all Environmental Laws, except where the failure to do so could not reasonably be expected to have a Materially Adverse Effect; (b) obtain and renew all environmental permits necessary for its operations and Properties, except where the failure to do so could not reasonably be expected to have a Materially Adverse Effect; and (c) implement any and all investigation, remediation, removal and response actions that are appropriate or necessary to maintain the value and marketability of its Properties or to otherwise comply with Environmental Laws pertaining to the presence, generation, treatment, storage, use, disposal, transportation or release of any Hazardous Materials on, at, in, under, above, to, from or about any of its Properties, provided, however, that no Borrower Party shall be required to undertake any such investigation, remediation, removal or response action to the extent that (i) its obligation to do so is being contested in good faith and by proper proceedings and adequate reserves have been set aside and are being maintained by the Borrower Parties with respect to such circumstances in accordance with GAAP, or (ii) failure to undertake any investigation, remediation, removal or response action could not reasonably be expected to have a Materially Adverse Effect.

Section 6.20 Formation of Subsidiaries. At the time of the formation of any direct or indirect Subsidiary of any Borrower (other than an Excluded Subsidiary) after the Agreement Date or the acquisition of any direct or indirect Subsidiary of any Borrower (other than an Excluded Subsidiary) after the Agreement Date, the Borrower Parties, as appropriate, shall (a) cause such new Domestic Subsidiary to provide to the Administrative Agent, for the benefit of the Lender Group, a joinder and supplement to this Agreement substantially in the form of Exhibit J (each, a "Guaranty Supplement"), pursuant to which such new Domestic Subsidiary shall agree to join as a Guarantor of the Obligations under Article 3 and as a Borrower Party under this Agreement, a supplement to the Security Agreement, and such other security documents, together with appropriate Uniform Commercial Code financing statements, all in form and substance reasonably satisfactory to the Administrative Agent, (b) provide to the Administrative Agent, for the benefit of the Lender Group, a pledge agreement and appropriate certificates and powers or Uniform Commercial Code financing statements, pledging all direct or beneficial ownership interest in such new Subsidiary (regardless of whether owned by a Borrower Party or a Subsidiary of a Borrower Party or a minority shareholder), in form and substance reasonably satisfactory to the Administrative Agent, provided, however, with respect to any Foreign Subsidiary (including US Ben Sherman Holdco), such pledge will

only be required to the extent the Equity Interests of such Foreign Subsidiary are directly owned and held by a Borrower Party, and with respect to any such Foreign Subsidiary, such pledge shall be limited to sixty-five percent (65%) of the Equity Interests of such Foreign Subsidiary, and (c) provide to the Administrative Agent, for the benefit of the Lender Group, all other documentation, including one or more opinions of counsel satisfactory to the Administrative Agent, which in its reasonable opinion is appropriate with respect to such formation and the execution and delivery of the applicable documentation referred to above. Nothing in this Section 6.20 shall authorize any Borrower Party or any Subsidiary of a Borrower Party to form or acquire any Subsidiary to the extent the formation or acquisition of such Subsidiary is prohibited pursuant to Article 8. Any document, agreement or instrument executed or issued pursuant to this Section 6.20 shall be a "Loan Document" for purposes of this Agreement.

Section 6.21 Intentionally Omitted.

Section 6.22 Holding Company Dividends. In the event Ben Sherman or any of its Foreign Subsidiaries pays any Dividend to US Ben Sherman Holdco, Parent shall cause US Ben Sherman Holdco to distribute immediately the amount of such Dividend to Parent.

## ARTICLE 7.

### INFORMATION COVENANTS

Until the earlier of the date the Obligations are repaid in full or the date the Borrowers no longer have a right to borrow, or have Letters of Credit issued, hereunder (whether or not the conditions to borrowing have been or can be fulfilled) and unless the Majority Lenders shall otherwise give their prior consent in writing, the Administrative Borrower will furnish or cause to be furnished to each member of the Lender Group at their respective offices the following items; provided, however, that the Administrative Borrower, at its option, may deliver such items described in Sections 7.1, 7.2, 7.3, 7.5(c) and 7.6(h) to the Administrative Agent with instructions to post such items on "IntraLinks" or any similar website for viewing by the Lenders or to send such items to the Lenders via electronic mail and the Administrative Agent shall post or send via electronic mail such items within a reasonable period of time after delivery thereby by the Administrative Borrower to it and such posting or sending via electronic mail shall constitute delivery of such items to the Lenders:

Section 7.1 Monthly and Quarterly Financial Statements and Information.

(a) Within thirty (30) days after the last day of the first two (2) fiscal months of each fiscal quarter of Parent and its Subsidiaries, the consolidated balance sheet of Parent as at the end of such fiscal month, and the related statement of income and related statement of cash flows for such fiscal month and for the fiscal year to date period ended with the last day of such fiscal month, which financial statements shall set forth in

comparative form such figures (i) as at the end of such month during the previous fiscal year and for such month during the previous fiscal year and (ii) the figures for the applicable period set forth in the projections provided by the Borrower Parties pursuant to Section 4.1, as amended or superseded by projections delivered pursuant to Section 7.5(d), as modified by amendments to such projections delivered pursuant to Section 7.6(e), all of which shall be on a consolidated basis and shall be certified by an Authorized Signatory of the Administrative Borrower, in his or her opinion, to present fairly in accordance with GAAP the financial position of Parent and its Subsidiaries, as at the end of such period and the results of operations for such period, and for the elapsed portion of the year ended with the last day of such period, subject only to normal year-end adjustments and lack of footnotes.

(b) Within forty-five (45) days after the last day of each fiscal quarter in each fiscal year of the Borrowers, the consolidated balance sheet of Parent and its Subsidiaries as at the end of such fiscal quarter, and the related statement of income and related statement of cash flows for such fiscal quarter and for the fiscal month then ended which financial statements shall set forth in comparative form (i) such figures as at the end of such quarter and month during the previous fiscal year and for such quarter during the previous fiscal year and (ii) the figures for the applicable period set forth in the projections provided by the Borrower Parties pursuant to Section 4.1, as amended or superseded by projections delivered pursuant to Section 7.5(d), as modified by amendments to such projections delivered pursuant to Section 7.6(e), all of which shall be on a consolidated basis and shall be certified by an Authorized Signatory of the Administrative Borrower, in his or her opinion, to present fairly in accordance with GAAP the financial position of Parent and its Subsidiaries, as at the end of such period and the results of operations for such period, subject only to normal year-end adjustments and lack of footnotes.

Section 7.2 Annual Financial Statements and Information; Certificate of No Default. Within ninety (90) days after the end of each fiscal year of Parent, the audited balance sheet of Parent and its Subsidiaries as at the end of such year and the related audited statements of income and retained earnings and related audited statements of cash flows for such year, all of which shall be on a consolidated basis with the other Borrower Parties, which financial statements shall set forth in comparative form such figures as at the end of and for the previous year, and shall be accompanied by an opinion of independent certified public accountants of recognized standing satisfactory to the Administrative Agent, stating that such financial statements are unqualified and prepared in all material respects in accordance with GAAP, without any explanatory paragraphs.

Section 7.3 Compliance Certificates.

(a) Compliance Certificates. At the time the financial statements are furnished pursuant to Section 7.1(b) and Section 7.2, a Compliance Certificate:

(b) If at the end of such period the Financial Covenant is applicable, setting forth at the end of such period the arithmetical calculations required to establish whether or not the Borrower Parties were in compliance with the requirements of the Financial Covenant;

(c) Stating whether any material change in GAAP or the application thereof has occurred since the date of the Borrowers' audited financial statements delivered on the Agreement Date, and, if any change has occurred, specifying the effect of such change on the financial statements accompanying such certificate; and

(d) Stating that, to the best of his or her knowledge, no Default has occurred as at the end of such period, or, if a Default has occurred, disclosing each such Default and its nature, when it occurred and whether it is continuing.

Section 7.4 Access to Accountants. Each Borrower Party hereby authorizes the Administrative Agent to communicate directly with the Borrower Parties' and their Subsidiaries' independent public accountants and authorizes these accountants to disclose to the Administrative Agent any and all financial statements and other supporting financial data, including matters relating to the annual audit and copies of any management letter with respect to its business, financial condition and other affairs. On or before the Agreement Date, the Administrative Borrower, on behalf of all of the Borrower Parties, shall deliver to their independent public accountants a letter authorizing them to comply with the provisions of this Section 7.4.

Section 7.5 Additional Reports.

(a) Within (i) fifteen (15) days after the end of each fiscal month if Average Availability exceeds twenty percent (20%) of the amount of the Revolving Loan Commitment and (ii) three (3) Business Days after the end of each fiscal week if Average Availability is less than or equal to twenty percent (20%) of the amount of the Revolving Loan Commitment, Administrative Borrower shall deliver to the Administrative Agent a Borrowing Base Certificate, as of the last day of the preceding fiscal month or fiscal week, as the case may be, which shall be in the form of Exhibit C, and shall be correct and complete in all material respects, setting forth a categorical breakdown of all Accounts and Inventory of the Borrower Parties, a calculation of Eligible Accounts, Eligible Credit Card Receivables and Eligible Inventory as of such last day of the preceding fiscal period and a calculation of Average Availability for the preceding fiscal month or fiscal week, as the case may be.

(b) Together with the delivery of the Borrowing Base Certificate as required under Section 7.5(a) or as may otherwise be requested by the Administrative Agent, the Administrative Borrower shall deliver to the Administrative Agent, in form acceptable to the Administrative Agent, such reports and other supporting documentation regarding the calculation of the Borrowing Base as the Administrative Agent may

reasonably request, in each case existing as of the last day of the preceding fiscal month or such other date reasonably required by the Administrative Agent.

(c) Promptly upon receipt thereof, the Administrative Borrower shall deliver to the Administrative Agent and the Lenders copies of all final reports, if any, submitted to any Borrower Party or any Domestic Subsidiary of a Borrower Party by its independent public accountants in connection with any annual or interim audit of the Borrower Parties, or any of them, including, without limitation, any final management report, as applicable, prepared in connection with the annual audit referred to in Section 7.2;

(d) On or before the date forty-five (45) days following the commencement of each fiscal year, the Administrative Borrower shall deliver to the Administrative Agent and the Lenders the annual budget for the Borrower Parties and their Subsidiaries approved by the chief financial officer or treasurer of Parent, including forecasts of the income statement, the balance sheet and a cash flow statement for such fiscal year on a month by month basis;

(e) To the extent not covered elsewhere in this Article 7, promptly after the sending thereof, the Borrower Parties shall deliver to the Administrative Agent copies of all financial statements, reports and other information which any Borrower Party sends to any holder of the Senior Notes Debt or Parent's securities (or any agent or trustee acting for any such holder) or which any Borrower Party files with the Securities and Exchange Commission (other than periodic reports filed on Form 10Q or Form 10K or current reports filed on Form 8K);

(f) If there is a material change in GAAP after February 2, 2008 that affects the presentation of the financial statements referred to in Sections 7.1 and 7.2, then, in addition to delivery of such financial statements, and on the date such financial statements are required to be delivered, the Administrative Borrower shall furnish the adjustments and reconciliations necessary to enable the Borrowers and each Lender to determine compliance with the Financial Covenant, if at such time the Financial Covenant is applicable, all of which shall be determined in accordance with GAAP consistently applied;

(g) At any time that a Default exists and on and after any date of request by the Administrative Agent in its reasonable discretion, the Administrative Borrower shall provide to the Administrative Agent notice of the termination of any lease of real property where Inventory is located promptly upon termination of such lease; and

(h) From time to time and promptly upon each request the Borrower Parties shall, and shall cause their Subsidiaries to, deliver to the Administrative Agent on behalf of the Lender Group such data, certificates, reports, statements, opinions of counsel, documents, or further information regarding the business, assets, liabilities, financial position, projections, results of operations, or business prospects of each of the

Borrower Parties, or such Subsidiaries, or any of them, as the Administrative Agent may reasonably request.

Section 7.6 Notice of Litigation and Other Matters.

(a) Promptly upon (and in any event within five (5) Business Days of) any Borrower Party's obtaining knowledge of the institution of, or a written threat of, any action, suit, governmental investigation or arbitration proceeding against any Borrower Party, any Subsidiary of a Borrower Party or any Property, which action, suit, governmental investigation or arbitration proceeding, if adversely determined, would expose, in such Borrower Party's reasonable judgment, any Borrower Party or any Subsidiary of a Borrower Party to liability in an aggregate amount in excess of \$7,500,000, the Administrative Borrower shall notify the Lender Group of the occurrence thereof, and the Administrative Borrower shall provide such additional information with respect to such matters as the Lender Group, or any of them, may reasonably request.

(b) Promptly upon (and in any event within five (5) Business Days of) the occurrence of any default (whether or not any Borrower Party or any Subsidiary of a Borrower Party, as applicable, has received notice thereof from any other Person) on Funded Debt of any Borrower Party or any Subsidiary of a Borrower Party which singly, or in the aggregate, exceeds \$7,500,000, the Administrative Borrower shall notify the Administrative Agent of the occurrence thereof;

(c) Promptly upon (and in any event within five (5) Business Days of) any Borrower Party's receipt of notice of the pendency of any proceeding for the condemnation or other taking of any material Property of any Borrower Party constituting Collateral, the Administrative Borrower shall notify the Administrative Agent of the occurrence thereof;

(d) Promptly upon (and in any event within five (5) Business Days of) any Borrower Party's receipt of notice of any event that could reasonably be expected to have a Materially Adverse Effect, the Administrative Borrower shall notify the Administrative Agent of the occurrence thereof;

(e) Promptly (and in any event within five (5) Business Days) following any material amendment or change approved by the board of directors of Parent to the budget submitted to the Lender Group pursuant to Section 7.5(d), the Administrative Borrower shall notify the Administrative Agent of the occurrence thereof;

(f) Promptly (and in any event within five (5) Business Days) following any officer of Parent becoming aware of any (i) Default under any Loan Document, default by any Borrower Party under the Senior Notes Documents, or default by Ben Sherman or any of its Subsidiaries under the UK Credit Facility, or (ii) default under any other agreement (other than those referenced in clause (i) of this Section 7.6(f)) to which any Borrower Party or any Subsidiary of a Borrower Party is a party or by

which any Borrower Party's or any such Subsidiary's properties is bound which could reasonably be expected to have a Materially Adverse Effect, then the Administrative Borrower shall notify the Administrative Agent of the occurrence thereof giving in each case the details thereof and specifying the action proposed to be taken with respect thereto;

(g) Promptly (but in any event within five (5) Business Days) following the occurrence of (i) any ERISA Event or (ii) a "prohibited transaction" (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) with respect to any Plan of any Borrower Party or any of its ERISA Affiliates which would subject any Borrower Party to any penalty or tax on "prohibited transactions" imposed by Section 502 of ERISA or Section 4975 of the Code, the Borrower Parties shall notify the Administrative Agent and the Lenders of the occurrence thereof, provided such occurrence, proceeding, or failure exposes such Borrower Party or ERISA Affiliate to liability in an aggregate amount in excess of \$7,500,000.

(h) The Administrative Borrower shall deliver updates or supplements to the following schedules (i) within sixty (60) days after the end of the end of each fiscal year, as of the last day of such fiscal year: Schedule 5.1(c)-1, Schedule 5.1(c)-2, Schedule 5.1(d), Schedule 5.1(h), Schedule 5.1(p), Schedule 5.1(gg), Schedule 6.11 and Schedule 6.15, in each case, as may be required to render correct the representations and warranties contained in the applicable sections to which such schedules relate as of the last day of such fiscal year without giving effect to any references therein to the "Agreement Date" in each case, appropriately marked to show the changes made therein; provided that no such supplement to any such Schedules or representation shall be deemed a waiver of any Default resulting from the matters disclosed therein, except as consented to by the Majority Lenders in writing.

(i) Promptly upon (and in any event within five (5) Business Days of) any Borrower Party's obtaining knowledge that any Affiliate of the Borrower Parties: (i) is a Sanctioned Person, (ii) has more than 15% of its assets in Sanctioned Countries, or (iii) derives more than 15% of its operating income from investments in, or transactions with Sanctioned Persons or Sanctioned Countries.

## ARTICLE 8.

### NEGATIVE COVENANTS

Until the earlier of the date the Obligations are repaid in full or the date the Borrowers no longer have a right to borrow, or have Letters of Credit issued, hereunder (whether or not the conditions to borrowing have been or can be fulfilled) and unless the Majority Lenders shall otherwise give their prior consent in writing:

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Section 8.1 Funded Debt. No Borrower Party will, or will permit any of its Subsidiaries to, create, assume, incur, or otherwise become or remain obligated in respect of, or permit to be outstanding, any Funded Debt except:

- (a) Funded Debt under this Agreement and the other Loan Documents and the Bank Products Documents;
- (b) Funded Debt existing on the Agreement Date and listed on Schedule 8.1;
- (c) (i) the Senior Notes Debt and (ii) Funded Debt which shall be on market terms and conditions (determined as of the date any such Funded Debt is incurred) and shall have a maturity date not earlier than the date that is six months following the stated Maturity Date, so long as the aggregate outstanding principal amount of all Funded Debt permitted pursuant to this Section 8.1(c) shall not at any time exceed \$375,000,000;
- (d) Funded Debt of a Borrower Party or any Subsidiary of a Borrower Party that is unsecured or secured by Permitted Liens described in clause (f) of the definition of Permitted Liens set forth in Article 1 (including without limitation Capitalized Lease Obligations), collectively, not to exceed the aggregate principal amount of \$25,000,000 at any time outstanding;
- (e) Guaranties permitted by Section 8.2;
- (f) Unsecured Funded Debt of any Borrower Party owed to another Borrower Party;
- (g) Obligations under Hedge Agreements not entered into for speculative purposes and not exceeding the aggregate notional amounts of \$75,000,000 with respect thereto;
- (h) (i) Unsecured Funded Debt of the Foreign Subsidiaries owed to the Borrower Parties or any of their Subsidiaries existing on the Agreement Date, (ii) unsecured Funded Debt of the Foreign Subsidiaries owed to the Borrower Parties or any of their Subsidiaries incurred after the Agreement Date to the extent that such unsecured Funded Debt constitutes an Investment permitted under Section 8.5(e), and (iii) unsecured Funded Debt of the Borrower Parties owed to the Foreign Subsidiaries;
- (i) Funded Debt incurred by Ben Sherman or its Subsidiaries pursuant to the UK Credit Facility in an aggregate principal amount not to exceed 12,000,000 Pounds Sterling at any time outstanding; and
- (j) Other unsecured Funded Debt of Oxford Industries (UK 3) Limited, a private company limited by shares incorporated in England, to Oxford

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Industries (UK 2), a private company limited by shares incorporated in England, and of Oxford Industries (UK 1) Limited, a private company limited by shares incorporated in England to US Ben Sherman Holdco, in each case, in an amount not to exceed 63,000,000 Pounds Sterling at any time outstanding.

Section 8.2 Guaranties. No Borrower Party will, or will permit any of its Subsidiaries to, at any time guarantee or enter into or assume any Guaranty, or be obligated with respect to, or permit to be outstanding, any Guaranty, other than (a) guaranties of the Obligations, (b) guaranties of obligations under repurchase agreements of any Borrower Party entered into in connection with the sale of products in the ordinary course of business of such Borrower Party, (c) guaranties of obligations under agreements of any Borrower Party entered into in connection with the acquisition of services, supplies, and equipment in the ordinary course of business of such Borrower Party, (d) endorsements of instruments in the ordinary course of business, (e) guaranties of the Senior Notes Debt as long as such guarantor is also a Guarantor of the Obligations; (f) guaranties of Funded Debt permitted under clauses (b), (c)(ii), (d) and (g) of Section 8.1, (g) guaranties by any Borrower Party of any obligation of any other Borrower Party to the extent such obligation is not prohibited hereunder, (h) guaranties of the obligations of Ben Sherman and its Subsidiaries under the UK Credit Facility by Ben Sherman and its Foreign Subsidiaries, and (i) other Guaranties with respect to obligations in an aggregate amount not to exceed \$15,000,000 at any time outstanding.

Section 8.3 Liens. No Borrower Party will, or will permit any Subsidiary of a Borrower Party to, create, assume, incur, or permit to exist or to be created, assumed, or permitted to exist, directly or indirectly, any Lien on any of its property, real or personal, now owned or hereafter acquired, except for Permitted Liens.

Section 8.4 Restricted Payments. No Borrower Party shall, or shall permit any Subsidiary of a Borrower Party to, directly or indirectly declare or make any Restricted Payment, or set aside any funds for any such purpose, other than dividends on common stock which accrue (but are not paid in cash) or are paid in kind or dividends on preferred stock which accrue (but are not paid in cash) or are paid in kind; provided, however, that (a) any Subsidiary of Parent may make Restricted Payments to Parent or any other Subsidiary of Parent that owns Equity Interests of such Subsidiary making such Restricted Payment; (b) Parent may make regularly scheduled payments of interest due on the Senior Notes to the holders thereof; and (c) Parent may make Restricted Payments after the Agreement Date if (i) such Restricted Payments do not exceed \$15,000,000 in the aggregate during any fiscal year of Parent, so long as before and after giving effect to such Restricted Payment, no Default has occurred and is continuing or would result from the making of such Restricted Payment, and (ii) such Restricted Payments exceed \$15,000,000 in the aggregate during any fiscal year of Parent, so long as (A) no Default has occurred and is continuing or would result from the making of such Restricted Payment and (B) Parent, on behalf of the Borrower Parties, delivers to the Administrative



Agent a certificate, together with supporting documents in form and substance satisfactory to the Administrative Agent, executed by an Authorized Signatory certifying that, after giving pro forma effect to such Restricted Payment, (1) Availability is not projected to be less than the greater of (y) twenty percent (20%) of the amount of the Revolving Loan Commitment then in effect and (z) \$35,000,000, at all times during the twelve (12) month period immediately following such Restricted Payment and (2) Borrower Parties and their Subsidiaries have, on a consolidated basis, a Fixed Charge Coverage Ratio of at least 1.20:1.00 as of such date of determination.

Section 8.5 Investments. No Borrower Party will, or will permit any of its Subsidiaries to, make any Investment, except that (a) any Borrower Party or any Subsidiary of a Borrower Party may purchase or otherwise acquire and own and may permit any of its Subsidiaries to purchase or otherwise acquire and own Cash Equivalents provided that to the extent required by Section 6.15, any such Investments in Cash Equivalents shall be subject to a Blocked Account Agreement or other control agreement in form and substance reasonably satisfactory to the Administrative Agent; (b) any Borrower Party or Subsidiary of a Borrower Party may hold the Investments in existence on the Agreement Date and described on Schedule 8.5; (c) so long as no Default shall have occurred and be continuing or would result therefrom, any Borrower Party or Subsidiary of a Borrower Party may convert any of its Accounts that are in excess of ninety (90) days past due into notes or Equity Interests from the applicable Account Debtor so long as the Administrative Agent, for the benefit of the Lender Group, is granted a first priority security interest in such Equity Interests or notes held by a Borrower Party which Lien is perfected contemporaneously with the conversion of such Account to Equity Interests or notes; (d) the Borrower Parties and their Subsidiaries may hold the Equity Interests of their respective Subsidiaries in existence as of the Agreement Date and their Subsidiaries created or acquired after the Agreement Date in accordance with Section 6.20; (e) the Borrower Parties and their Subsidiaries may make additional Investments in their Foreign Subsidiaries in the form of loans or additional equity contributions if (i) the aggregate Investment is less than or equal to \$25,000,000, so long as (A) no Default or Event of Default shall have occurred or is continuing or results therefrom and (B) the Administrative Agent shall have received a pro forma Borrowing Base Certificate giving effect to such transaction if any Collateral included in the most recent Borrowing Base Certificate (other than Qualified Cash so long as any such Qualified Cash used to fund such Investment, if deducted from the most recent Borrowing Base Certificate, would not result in an Overadvance) was contributed to such Foreign Subsidiary as part of such Investment, or (ii) the aggregate Investment is greater than \$25,000,000, so long as (A) no Default or Event of Default shall have occurred or is continuing or results therefrom and (B) Administrative Borrower delivers a certificate, together with supporting documentation (including a pro forma Borrowing Base Certificate giving effect to such transaction if any Collateral included in the most recent Borrowing Base Certificate was contributed to such Foreign Subsidiary as part of such Investment) in form and substance reasonably satisfactory to the Administrative Agent, to the Administrative Agent executed by an Authorized Signatory evidencing that after

giving pro forma effect to such Investment (y) Availability is not projected to be less than the greater of (a) twenty percent (20%) of the amount of the Revolving Loan Commitment then in effect and (b) \$35,000,000 at all times during the twelve (12) month period immediately following such Investment and (C) Borrowers and their Subsidiaries have, on a consolidated basis, a Fixed Charge Coverage Ratio of at least 1.20:1.00 as of such date of determination; (f) any Borrower Party may make Investments in another Borrower Party; (g) the Borrower Parties and their Subsidiaries may make Investments permitted under Section 8.7(d); (h) the Borrower Parties and their Subsidiaries may make loans to employees in an aggregate amount not to exceed \$1,000,000 at any time outstanding; (i) the Foreign Subsidiaries of the Borrower Parties may make loans to the Borrower Parties to the extent permitted under Section 8.1(h)(iii); (j) the Borrower Parties and their Subsidiaries may make Investments for the purpose of consummating an acquisition permitted under Section 8.7(d); (k) the Borrower Parties and their Subsidiaries may make travel advances and advances on sales commissions in the ordinary course of business; and (l) the Borrower Parties and their Subsidiaries may make additional Investments if (i) the aggregate Investment is less than or equal to \$25,000,000, so long as no Default or Event of Default shall have occurred or is continuing or results therefrom, or (ii) the aggregate Investment is greater than \$25,000,000, so long as (A) no Default or Event of Default shall have occurred or is continuing or results therefrom and (B) Administrative Borrower delivers a certificate, together with supporting documentation in form and substance reasonably satisfactory to the Administrative Agent, to the Administrative Agent executed by an Authorized Signatory evidencing that after giving pro forma effect to such Investment (y) Availability is not projected to be less than the greater of (a) twenty percent (20%) of the amount of the Revolving Loan Commitment then in effect and (b) \$35,000,000 at all times during the twelve (12) month period immediately following such Investment and (C) Borrowers and their Subsidiaries have, on a consolidated basis, a Fixed Charge Coverage Ratio of at least 1.20:1.00.

Section 8.6 Affiliate Transactions. No Borrower Party shall, or shall permit any Subsidiary of a Borrower Party to, enter into or be a party to any agreement or transaction with any Affiliate (other than a Borrower Party or a Subsidiary of a Borrower Party) except (a) as described on Schedule 8.6, (b) upon fair and reasonable terms that are no less favorable to such Borrower Party or such Subsidiary than it would obtain in a comparable arms length transaction with a Person not an Affiliate of such Borrower Party or such Subsidiary or (c) as permitted by Sections 8.4 and 8.5(h) and (k).

Section 8.7 Liquidation; Change in Ownership, Name, or Year; Disposition or Acquisition of Assets; Etc. No Borrower Party shall, or shall permit any Subsidiary to, at any time:

(a) Liquidate or dissolve itself (or suffer any liquidation or dissolution) or otherwise wind up its business, except that any Subsidiary of Parent (other than TBG) may liquidate or dissolve itself in accordance with Applicable Law so long as

no Default or Event of Default has occurred and is continuing (or would result therefrom) and such liquidation or dissolution would not reasonably be expected to cause a Materially Adverse Effect;

(b) Sell, lease, abandon, transfer or otherwise dispose of, in a single transaction or a series of related transactions, any assets, property or business (including any Equity Interests) except for (i) the sale of Inventory in the ordinary course of business at the fair market value thereof and for cash or cash equivalents, (ii) the sale, lease, sublease, abandonment, transfer or other disposition of assets, property or business in the ordinary course of business, (iii) the sale, lease or transfer of any assets, property or business by any Borrower Party to any other Borrower Party or from any Foreign Subsidiary to another Foreign Subsidiary, (iv) the sale, lease, sublease, transfer or other disposal of real property (including any buildings, machinery and equipment located thereon) so long as (A) no Default or Event of Default shall have occurred and be continuing or result therefrom and (B) in the case of any sale of real property, the purchase price paid for such assets shall be at least equal to the amount at which such assets are carried on the books of the applicable Borrower Party, (v) additional sales of assets, property or business that do not exceed \$10,000,000 in the aggregate during any trailing twelve (12) month period so long as (A) no Default or Event of Default shall have occurred and be continuing or result therefrom and (B) the purchase price paid for such assets shall be equal to the fair market value of such assets as determined by Parent in good faith, (vi) other sales of assets, property or business that exceed \$10,000,000 in the aggregate but do not exceed (A) \$30,000,000 in the aggregate during any twelve (12) month period or (B) \$50,000,000 in the aggregate during the term of this Agreement so long as (1) no Default or Event of Default shall have occurred and be continuing or result therefrom, (2) the purchase price paid for such assets shall be at least equal to (y) the fair market value of such assets as determined by the board of directors of Parent acting in good faith and (z) the Availability generated under the Borrowing Base by such assets and (3) Parent, on behalf of the Borrowers, delivers a certificate, together with supporting documentation in form and substance reasonably satisfactory to the Administrative Agent, to the Administrative Agent executed by an Authorized Signatory certifying that, after giving pro forma effect to such sale, Availability is not projected to be less than the greater of (i) twenty percent (20%) of the amount of the Revolving Loan Commitment then in effect and (ii) \$35,000,000 at all times during the twelve (12) month period immediately following the consummation of such sale, (vii) sales of assets listed on Schedule 8.7 in accordance with the terms and conditions set forth therein, (viii) any Foreign IP Transfer, and (ix) the Borrower Parties and their Subsidiaries may make Restricted Payments to the extent permitted by Section 8.4;

(c) Become a partner or joint venturer with any third party after the Agreement Date; provided, however, that, subject to the limitations set forth in Sections 8.1 and 8.5, the Borrower Parties and their Subsidiaries may enter into partnerships and joint ventures after the Agreement Date;

(d) Acquire (i) all or substantially all of the assets, property or business of any other Person, (ii) all or substantially all of the Equity Interests of any other Person or (iii) any assets that constitute a division or operating unit of the business of any other Person; provided, however, that the Borrower Parties and their Subsidiaries shall be permitted to consummate an acquisition described above if (A) the aggregate purchase price is less than or equal to \$25,000,000, so long as no Default or Event of Default shall have occurred or is continuing or results therefrom, or (B) the aggregate purchase price is greater than \$25,000,000, so long as (1) no Default or Event of Default shall have occurred or is continuing or results therefrom and (2) Administrative Borrower delivers a certificate, together with supporting documentation in form and substance reasonably satisfactory to the Administrative Agent, to the Administrative Agent executed by an Authorized Signatory evidencing that after giving pro forma effect to such acquisition (y) Availability is not projected to be less than the greater of (a) twenty percent (20%) of the amount of the Revolving Loan Commitment then in effect and (b) \$35,000,000 at all times during the twelve (12) month period immediately following the consummation of such acquisition and (z) Borrowers and their Subsidiaries have, on a consolidated basis, a Fixed Charge Coverage Ratio of at least 1.20:1.00 as of such date of determination; provided, further, that the acquired assets shall not be eligible for inclusion in the Borrowing Base until the Administrative Agent has successfully completed a field audit with respect to such acquired assets (at Borrowers' sole cost and expense) and shall only be included thereafter to the extent such assets satisfy the applicable eligibility criteria (and upon request by the Administrative Borrower, the Administrative Agent shall conduct any such field audit in a reasonably expedient manner);

(e) Merge or consolidate with any other Person; provided, however, that (i) any Borrower may merge into another Borrower so long as, with respect to any merger with Parent, Parent is the surviving entity after such merger, (ii) any Subsidiary of Parent may merge into any Borrower Party so long as, with respect to any merger with a Borrower, such Borrower shall be the surviving entity after such merger and, with respect to any merger with any other Borrower Party, such other Borrower Party shall be the surviving entity after such merger, (iii) any Foreign Subsidiary may merge into another Foreign Subsidiary, (iv) any Borrower Party or any Subsidiary of a Borrower Party may merge with any Person in order to consummate an acquisition permitted under Section 8.7(d) so long as, with respect to any merger with a Borrower, such Borrower shall be the surviving entity after such merger, and, with respect to any merger with any other Borrower Party, such other Borrower Party shall be the surviving entity after such merger, and (v) any Borrower Party or any Subsidiary of a Borrower Party may merge with any Person in order to consummate a sale, transfer or disposition permitted under Section 8.7(b);

(f) Change its corporate name without giving the Administrative Agent thirty (30) days prior written notice of its intention to do so and complying with all reasonable requirements of the Lenders in regard thereto;

(g) Change its year-end for accounting purposes from the fiscal year ending on the Saturday occurring closest to each January 31 without giving the Administrative Agent thirty (30) days written notice prior to the end of the new year-end for accounting purposes and complying with all reasonable requirements of the Lenders in regard thereto; or

(h) With respect to US Ben Sherman Holdco, incur or maintain any material liability other than intercompany Funded Debt permitted hereunder or own any material assets or engage in any material activity or business, except its ownership of the Equity Interests of Oxford Industries (UK 1) and the intercompany Funded Debt permitted hereunder that is owed to it.

Section 8.8 Fixed Charge Coverage Ratio. If Availability for three (3) consecutive Business Days is less than the greater of (a) \$26,250,000 and (b) fifteen percent (15%) of the amount of the Revolving Loan Commitment then in effect (a “Trigger Event”), the Borrower Parties shall not permit, as of the last day of the most recently ended fiscal month for which financial statements have been delivered pursuant to Section 7.1 or 7.2, the Fixed Charge Coverage Ratio for the immediately preceding twelve (12) fiscal month period then ended to be less than 1.00 to 1.00; provided, however, if after a Trigger Event occurs, Availability is greater than the greater of (a) \$26,250,000 and (b) fifteen percent (15%) of the amount of the Revolving Loan Commitment then in effect for thirty (30) consecutive days, then the Borrower Parties shall no longer be subject to the requirements of this Section 8.8 unless a subsequent Trigger Event shall occur.

Section 8.9 Intentionally Omitted.

Section 8.10 Intentionally Omitted.

Section 8.11 Intentionally Omitted.

Section 8.12 Sales and Leasebacks. No Borrower Party shall enter into any arrangement, directly or indirectly, with any third party whereby such Borrower Party shall sell or transfer any property, real or personal, whether now owned or hereafter acquired, and whereby such Borrower Party shall then or thereafter rent or lease as lessee such property or any part thereof or other property which such Borrower Party intends to use for substantially the same purpose or purposes as the property sold or transferred which would result in the sale or transfer of assets of the Borrower Parties in an aggregate amount exceeding \$15,000,000 during the term of the Agreement.

Section 8.13 Amendment and Waiver. Except as permitted hereunder, no Borrower Party shall, or shall permit any Subsidiary of a Borrower Party to (a) enter into any amendment of, or agree to or accept any waiver, which would adversely affect the rights of such Borrower Party or such Subsidiary, as applicable, or any member of the Lender Group, of (i) its articles or certificate of incorporation or formation and by-laws,

partnership agreement or other governing documents or (ii) the Indenture or any of the other Senior Note Documents, or (b) permit any Material Contract to be cancelled or terminated prior to its stated maturity if such cancellation or termination could reasonably be likely to result in a Materially Adverse Effect.

Section 8.14 ERISA Liability. No Borrower Party shall fail to meet all of the applicable minimum funding requirements of ERISA and the Code, without regard to any waivers thereof, to the extent such failure could reasonably be expected to have a Materially Adverse Effect and, to the extent that the assets of any of their Plans would be less (by \$1,000,000 or more) than an amount sufficient to provide all accrued benefits payable under such Plans, the Borrower Parties shall make the maximum deductible contributions allowable under the Code (based on the Borrower's current actuarial assumptions). No Borrower Party shall, or shall cause or permit any ERISA Affiliate to, (a) cause or permit to occur any event that could result in the imposition of a Lien under Section 430 of the Code or Section 302 or 4068 of ERISA or (b) cause or permit to occur an ERISA Event to the extent the event described in (a) or (b) individually or in the aggregate could reasonably be expected to have a Materially Adverse Effect.

Section 8.15 Prepayments. No Borrower Party shall, or shall permit any of its Subsidiaries to, prepay, redeem, defease or purchase in any manner, or deposit or set aside funds for the purpose of any of the foregoing, make any payment in respect of principal of, or make any payment in respect of interest on, any Funded Debt (other than Funded Debt under the UK Credit Facility), except the Borrowers may (a) make regularly scheduled payments of principal or interest required in accordance with the terms of the instruments governing any Funded Debt permitted hereunder, (b) make payments, including prepayments permitted or required hereunder, with respect to the Obligations and as expressly permitted by Section 8.4(b), (c) prepay the Senior Notes as described in clause (a) or (b) of the definition of Senior Notes, and (d) make such other payments or prepayments of Funded Debt so long as (i) no Default or Event of Default shall have occurred or is continuing or results therefrom and (ii) Administrative Borrower delivers a certificate, together with supporting documentation in form and substance reasonably satisfactory to the Administrative Agent, to the Administrative Agent executed by an Authorized Signatory evidencing that (A) immediately after giving effect to such payment, Availability is not less than the greater of (x) twenty percent (20%) of the amount of the Revolving Loan Commitment then in effect and (y) \$35,000,000, and (B) at all times during the twelve (12) month period immediately following such payment, Availability is not projected to be less than the greater of (x) fifteen percent (15%) of the amount of the Revolving Loan Commitment then in effect and (y) \$26,250,000.

Section 8.16 Conduct of Business. The Borrower Parties shall not engage substantially in any line of business substantially different from the lines of business conducted by the Borrower Parties and their Subsidiaries on the Agreement Date or from any lines of business reasonably related, complementary, ancillary or incidental thereto.

Section 8.17 Inconsistent Agreements. No Borrower Party shall, or shall permit any Subsidiary of any Borrower Party to, enter into any contract or agreement which would violate the terms hereof or any other Loan Document.

ARTICLE 9.

DEFAULT

Section 9.1 Events of Default. Each of the following shall constitute an Event of Default, whatever the reason for such event and whether it shall be voluntary or involuntary or be effected by operation of law or pursuant to any judgment or order of any court or any order, rule, or regulation of any governmental or non-governmental body:

(a) Any representation or warranty made under this Agreement or any other Loan Document shall prove incorrect or misleading in any material respect when made or deemed to have been made pursuant to Section 5.4;

(b) (i) Any payment of any principal hereunder, or any reimbursement obligations with respect to any Letter of Credit shall not be received by the Administrative Agent on the date such payment is due, or (ii) any payment of any interest hereunder or any fees payable hereunder or under the other Loan Documents by any Borrower Party shall not be received by the Administrative Agent within three (3) Business Days from the date on which such payment is due;

(c) (i) Any Borrower Party shall default in the performance or observance of any agreement or covenant contained in Section 2.12, 6.1, 6.5 or 6.15 or in Article 7 or Article 8 (other than Section 8.16); or (ii) any Borrower Party shall default in the performance or observance of any agreement or covenant contained in Section 6.7 or 6.20, and such default, if curable, shall not be cured within the earlier of (i) a period of five (5) days from the date that an officer of either Borrower knew or should have known of the occurrence of such default, or (ii) a period of five (5) days after written notice of such default is given by the Administrative Agent to the Administrative Borrower;

(d) Any Borrower Party shall default in the performance or observance of any other agreement or covenant contained in this Agreement not specifically referred to elsewhere in this Section 9.1, and such default, if curable, shall not be cured within the earlier of (i) a period of thirty (30) days from the date that an officer of a Borrower knew or should have known of the occurrence of such default, or (ii) a period of thirty (30) days after written notice of such default is given by the Administrative Agent to the Administrative Borrower;

(e) There shall occur any default in the performance or observance by any Borrower Party of any agreement or covenant contained in any of the other Loan Documents (other than this Agreement or as otherwise provided in this Section 9.1)

which, if curable, shall not be cured within the applicable cure period, if any, provided for in such Loan Document, or, if there is no applicable cure period set forth in such Loan Document, within the earlier of (i) a period of thirty (30) days from the date that an officer of a Borrower knew of the occurrence of such default, or (ii) a period of thirty (30) days after written notice of such default is given by the Administrative Agent to the Administrative Borrower;

(f) There shall occur any Change in Control;

(g) (i) There shall be entered a decree or order for relief in respect of any Borrower Party or any Subsidiary of a Borrower Party under the Bankruptcy Code, or any other applicable federal or state bankruptcy law or other similar law, or appointing a receiver, liquidator, assignee, trustee, custodian, sequestrator, or similar official of any Borrower Party or of any Subsidiary of a Borrower Party or of any substantial part of its properties, or ordering the winding-up or liquidation of the affairs of any Borrower Party or any Subsidiary of a Borrower Party, or (ii) an involuntary petition shall be filed against any Borrower Party or any Subsidiary of a Borrower Party and a temporary stay entered and (A) such petition and stay shall not be diligently contested, or (B) any such petition and stay shall continue undismissed for a period of sixty (60) consecutive days;

(h) Any Borrower Party or any Subsidiary of a Borrower Party shall commence an insolvency proceeding or any Borrower Party or any Subsidiary of a Borrower Party shall consent to the institution of an insolvency proceeding or to the appointment or taking of possession of a receiver, liquidator, assignee, trustee, custodian, sequestrator, or other similar official of such Borrower Party or any Subsidiary of a Borrower Party or of any substantial part of its properties, or any Borrower Party or any Subsidiary of a Borrower Party shall fail generally to pay its debts as they become due, or any Borrower Party or any Subsidiary of a Borrower Party shall take any action in furtherance of any such action;

(i) A final judgment (other than a money judgment or judgments fully covered (except for customary deductibles or copayments not to exceed \$7,500,000 in the aggregate) by insurance as to which the insurance company is not currently disputing or has not denied coverage) shall be entered by any court against any Borrower Party or any Subsidiary of any Borrower Party for the payment of money which exceeds in value \$7,500,000, or a warrant of attachment or execution or similar process shall be issued or levied against property of any Borrower Party or any Subsidiary of a Borrower Party pursuant to a final judgment which, together with all other such property of the Borrower Parties and their Subsidiaries subject to other such process, exceeds in value \$7,500,000 in the aggregate, and if, within thirty (30) days after the entry, issue, or levy thereof, such judgment, warrant, or process shall not have been paid or discharged or stayed pending appeal, or if, after the expiration of any such stay, such judgment, warrant, or process shall not have been paid or discharged;

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(j) There shall be at any time (i) any “accumulated funding deficiency,” as defined in ERISA or in Section 412 of the Code, with respect to any Plan maintained by any Borrower Party or any ERISA Affiliate of a Borrower Party, or to which any Borrower Party or any of its ERISA Affiliates has any liabilities; (ii) a trustee shall be appointed by a United States District Court to administer any Plan maintained by any Borrower Party or any ERISA Affiliate of a Borrower Party, or to which any Borrower Party or any of its ERISA Affiliates has any liabilities; (iii) the PBGC shall institute proceedings to terminate any such Plan; (iv) any Borrower Party or any ERISA Affiliate of any Borrower Party shall incur any liability to the PBGC in connection with the termination of any such Plan; (v) any Plan or trust created under any Plan of any Borrower Party or any ERISA Affiliate of any Borrower Party shall engage in a non-exempt “prohibited transaction” (as such term is defined in Section 406 of ERISA or Section 4975 of the Code) which would subject any such Plan, any trust created thereunder, any trustee or administrator thereof, or any party dealing with any such Plan or trust to any tax or penalty on “prohibited transactions” imposed by Section 502 of ERISA or Section 4975 of the Code; (vi) any Borrower Party or any ERISA Affiliate of any Borrower Party shall enter into or become obligated to contribute to a Multiemployer Plan; (vii) there shall be at any time a Lien imposed against the assets of a Borrower Party or ERISA Affiliate under Code Section 430, or ERISA Sections 302 or 4068; or (viii) there shall occur at any time an ERISA Event; provided, however that no Event of Default shall occur as a result of an event described in clauses (i), (ii), (iii), (iv), (v), (vi) or (viii) of this Section 9.1(j) unless such event either individually or in the aggregate with other events described therein could reasonably be expected result in an aggregate liability greater than \$7,500,000;

(k) There shall occur any default (after the expiration of any applicable grace or cure period) under the Senior Notes Documents, the UK Credit Facility Documents or any other indenture, credit or loan agreement, note or securities purchase agreement, or other similar governing agreement for Funded Debt of any Borrower Party or any Subsidiary of a Borrower Party in an aggregate principal amount exceeding \$7,500,000 (determined singly or in the aggregate with other Funded Debt); or

(l) All or any material provision of any material Loan Document shall at any time and for any reason be declared to be null and void, the effect of which is to render any such material Loan Document inadequate for the practical realization of the rights and benefits afforded thereby, or a proceeding shall be commenced by any Borrower Party, any Subsidiary of a Borrower Party or any Affiliate thereof, or by any governmental authority having jurisdiction over any Borrower Party or any Subsidiary of a Borrower Party or any Affiliate thereof, seeking to establish the invalidity or unenforceability thereof (exclusive of questions of interpretation of any provision thereof), or any Borrower Party, any Subsidiary of a Borrower Party shall deny that it has any liability or obligation for the payment of any Obligation provided under any Loan Document.

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Section 9.2 Remedies. If an Event of Default shall have occurred and shall be continuing, in addition to the rights and remedies set forth elsewhere in this Agreement and the other Loan Documents:

(a) With the exception of an Event of Default specified in Section 9.1(g) or (h), the Administrative Agent may in its discretion (unless otherwise instructed by the Majority Lenders) or shall at the direction of the Majority Lenders, (i) terminate the Revolving Loan Commitment and the Letter of Credit Commitment, or (ii) declare the principal of and interest on the Loans and all other Obligations (other than any Obligations existing from time to time of any Borrower Party arising in connection with any Bank Products Documents) to be forthwith due and payable without presentment, demand, protest, or notice of any kind, all of which are hereby expressly waived, anything in this Agreement or in any other Loan Document to the contrary notwithstanding.

(b) Upon the occurrence and continuance of an Event of Default specified in Sections 9.1(g) or (h), such principal, interest, and other Obligations (other than any Obligations existing from time to time of any Borrower Party arising in connection with any Bank Products Documents) shall thereupon and concurrently therewith become due and payable, and the Revolving Loan Commitment and the Letter of Credit Commitment, shall forthwith terminate, all without any action by the Lender Group, or any of them and without presentment, demand, protest, or other notice of any kind, all of which are expressly waived, anything in this Agreement or in any other Loan Document to the contrary notwithstanding.

(c) The Administrative Agent may in its discretion (unless otherwise instructed by the Majority Lenders) or shall at the direction of the Majority Lenders exercise all of the post-default rights granted to the Lender Group, or any of them, under the Loan Documents or under Applicable Law. The Administrative Agent, for the benefit of the Lender Group, shall have the right to the appointment of a receiver for the Property of the Borrower Parties, and the Borrower Parties hereby consent to such rights and such appointment and hereby waive any objection the Borrower Parties may have thereto or the right to have a bond or other security posted by the Lender Group, or any of them, in connection therewith.

(d) In regard to all Letters of Credit with respect to which presentment for honor shall not have occurred at the time of any acceleration of the Obligations pursuant to the provisions of this Section 9.2 or, upon the request of the Administrative Agent, after the occurrence of an Event of Default and prior to acceleration, the Borrowers shall promptly upon demand by the Administrative Agent deposit in a Letter of Credit Reserve Account opened by the Administrative Agent for the benefit of the Lender Group an amount equal to one hundred and five percent (105%) of the aggregate then undrawn and unexpired amount of such Letter of Credit Obligations. Amounts held in such Letter of Credit Reserve Account shall be applied by the Administrative Agent to

the payment of drafts drawn under such Letters of Credit, and the unused portion thereof after such Letters of Credit shall have expired or been fully drawn upon, if any, shall be applied to repay other Obligations in the manner set forth in Section 2.11. Pending the application of such deposit to the payment of the Reimbursement Obligations, the Administrative Agent shall, to the extent reasonably practicable, invest such deposit in an interest bearing open account or similar available savings deposit account and all interest accrued thereon shall be held with such deposit as additional security for the Obligations. After all such Letters of Credit shall have expired or been fully drawn upon, all Reimbursement Obligations shall have been satisfied, and all other Obligations shall have been paid in full, the balance, if any, in such Letter of Credit Reserve Account shall be returned to the Borrowers. Except as expressly provided hereinabove, presentment, demand, protest and all other notices of any kind are hereby expressly waived by the Borrowers.

- (e) The rights and remedies of the Lender Group hereunder shall be cumulative, and not exclusive.

#### ARTICLE 10.

##### THE ADMINISTRATIVE AGENT

Section 10.1 Appointment and Authorization. Each member of the Lender Group hereby irrevocably appoints and authorizes, and hereby agrees that it will require any transferee of any of its interest in this Agreement and the other Loan Documents and its Loans, Revolving Loan Commitment and, if applicable, Letter of Credit Commitment irrevocably to appoint and authorize, the Administrative Agent to take such actions as its agent on its behalf and to exercise such powers hereunder and under the other Loan Documents as are delegated by the terms hereof and thereof, together with such powers as are reasonably incidental thereto. Without limiting the foregoing, each member of the Lender Group hereby authorizes the Administrative Agent to execute and deliver each Loan Document to which the Administrative Agent is, or is required to be, a party. Neither the Administrative Agent nor any of its directors, officers, employees, or agents shall be liable for any action taken or omitted to be taken by it hereunder or in connection herewith, except for its own gross negligence or willful misconduct as determined by a final non-appealable order of a court of competent jurisdiction.

Section 10.2 Interest Holders. The Administrative Agent may treat each Lender, or the Person designated in the last notice filed with the Administrative Agent under this Section 10.2, as the holder of all of the interests of such Lender in this Agreement and the other Loan Documents and its Loans and Revolving Loan Commitment until written notice of transfer, signed by such Lender (or the Person designated in the last notice filed with the Administrative Agent) and by the Person designated in such written notice of transfer, in form and substance satisfactory to the Administrative Agent, shall have been filed with the Administrative Agent.

Section 10.3 Consultation with Counsel. The Administrative Agent may consult with legal counsel selected by it and shall not be liable to any Lender or any Issuing Bank for any action taken or suffered by it in good faith in reliance on the advice of such counsel.

Section 10.4 Documents. The Administrative Agent shall not be under any duty to examine, inquire into, or pass upon the validity, effectiveness, or genuineness of this Agreement, any other Loan Document, or any instrument, document, or communication furnished pursuant hereto or in connection herewith, and the Administrative Agent shall be entitled to assume that they are valid, effective, and genuine, have been signed or sent by the proper parties, and are what they purport to be.

Section 10.5 Administrative Agent and Affiliates. With respect to the Revolving Loan Commitment and Loans, the Administrative Agent shall have the same rights and powers hereunder as any other Lender, and the Administrative Agent and its Affiliates, as the case may be, may accept deposits from, lend money to, and generally engage in any kind of business with the Borrower Parties or any Affiliates of, or Persons doing business with, the Borrower Parties, as if it were not the Administrative Agent or affiliated with the Administrative Agent and without any obligation to account therefor. The Lenders and the Issuing Banks acknowledge that the Administrative Agent and its Affiliates have other lending and investment relationships with the Borrower Parties and their Affiliates and in the future may enter into additional such relationships.

Section 10.6 Responsibility of the Administrative Agent. Notwithstanding any provision to the contrary contained elsewhere in this Agreement or in any other Loan Document, the Administrative Agent shall not have any duties or responsibilities, except those expressly set forth herein, nor shall the Administrative Agent have or be deemed to have any fiduciary relationship with any other member of the Lender Group, and no implied covenants, functions, responsibilities, duties, obligations or liabilities shall be read into this Agreement or any other Loan Document or otherwise exist against the Administrative Agent. Without limiting the generality of the foregoing sentence, the use of the term “agent” in this Agreement with reference to the Administrative Agent is not intended to connote any fiduciary or other implied (or express) obligations arising under agency doctrine of any applicable law. Instead, such term is used merely as a matter of market custom, and is intended to create or reflect only an administrative relationship between independent contracting parties. The Administrative Agent shall be entitled to assume that no Default exists unless it has actual knowledge, or has been notified by any Borrower Party, of such fact, or has been notified by a Lender that such Lender considers that a Default exists, and such Lender shall specify in detail the nature thereof in writing. The Administrative Agent shall provide each Lender with copies of such documents received from any Borrower Party as such Lender may reasonably request.

Section 10.7 Action by Administrative Agent.

(a) The Administrative Agent shall be entitled to use its discretion with respect to exercising or refraining from exercising any rights which may be vested in it by, and with respect to taking or refraining from taking any action or actions which it may be able to take under or in respect of, this Agreement, unless the Administrative Agent shall have been instructed by the Majority Lenders to exercise or refrain from exercising such rights or to take or refrain from taking such action. The Administrative Agent shall incur no liability under or in respect of this Agreement with respect to anything which it may do or refrain from doing in the reasonable exercise of its judgment or which may seem to it to be necessary or desirable in the circumstances.

(b) The Administrative Agent shall not be liable to the Lenders and the Issuing Banks, or any of them, in acting or refraining from acting under this Agreement or any other Loan Document in accordance with the instructions of the Majority Lenders (or all Lenders if expressly required by Section 11.12) and in the absence of its own gross negligence or willful misconduct, and any action taken or failure to act pursuant to such instructions shall be binding on all Lenders and the Issuing Banks.

Section 10.8 Notice of Default. In the event that any member of the Lender Group shall acquire actual knowledge, or shall have been notified in writing, of any Default, such member of the Lender Group shall promptly notify the other members of the Lender Group, and the Administrative Agent shall take such action and assert such rights under this Agreement as the Majority Lenders shall request in writing, and the Administrative Agent shall not be subject to any liability by reason of its acting pursuant to any such request. If the Majority Lenders shall fail to request the Administrative Agent to take action or to assert rights under this Agreement in respect of any Default after their receipt of the notice of any Default from a member of the Lender Group, or shall request inconsistent action with respect to such Default, the Administrative Agent may, but shall not be required to, take such action and assert such rights (other than rights under Article 9) as it deems in its discretion to be advisable for the protection of the Lender Group, except that, if the Majority Lenders have instructed the Administrative Agent not to take such action or assert such right, in no event shall the Administrative Agent act contrary to such instructions.

Section 10.9 Responsibility Disclaimed. The Administrative Agent shall not be under any liability or responsibility whatsoever as Administrative Agent:

(a) To any Borrower Party or any other Person or entity as a consequence of any failure or delay in performance by or any breach by, any member of the Lender Group of any of its obligations under this Agreement;

(b) To any Lender Group, or any of them, as a consequence of any failure or delay in performance by, or any breach by, any Borrower Party or any other obligor of any of its obligations under this Agreement or any other Loan Document; or

(c) To any Lender Group, or any of them, for any statements, representations, or warranties in this Agreement, or any other document contemplated by this Agreement or any information provided pursuant to this Agreement, any other Loan Document, or any other document contemplated by this Agreement, or for the validity, effectiveness, enforceability, or sufficiency of this Agreement, any other Loan Document, or any other document contemplated by this Agreement.

Section 10.10 Indemnification. The Lenders agree to indemnify (to the extent that the Borrowers are obligated to reimburse the Administrative Agent under the Loan Documents and the Administrative Agent is not reimbursed by the Borrowers) and hold harmless the Administrative Agent and each of its Affiliates, employees, representatives, officers and directors (each an "Administrative Agent Indemnified Person") pro rata in accordance with their Aggregate Commitment Ratios from and against any and all claims, liabilities, investigations, losses, damages, actions, demands, penalties, judgments, suits, investigations, costs, expenses (including fees and expenses of experts, agents, consultants and counsel) and disbursements, in each case, of any kind or nature (whether or not an Indemnified Person is a party to any such action, suit or investigation) whatsoever which may be imposed on, incurred by, or asserted against an Indemnified Person resulting from any breach or alleged breach by the Borrower Parties of any representation or warranty made hereunder, or otherwise in any way relating to or arising out of the Revolving Loan Commitments, this Agreement, the other Loan Documents or any other document contemplated by this Agreement or any action taken or omitted by the Administrative Agent under this Agreement, any other Loan Document, or any other document contemplated by this Agreement (other than Bank Products Documents), the making, administration or enforcement of the Loan Documents and the Loans or any transaction contemplated hereby or any related matters unless, with respect to any of the above, such Indemnified Person is determined by a final non-appealable judgment of a court of competent jurisdiction to have acted or failed to act with gross negligence or willful misconduct. This Section 10.10 is for the benefit of the Administrative Agent and shall not in any way limit the obligations of the Borrower Parties under Section 6.18. The provisions of this Section 10.10 shall survive the termination of this Agreement.

Section 10.11 Credit Decision. Each member of the Lender Group represents and warrants to each other member of the Lender Group that:

(a) In making its decision to enter into this Agreement and to make its Advances it has independently taken whatever steps it considers necessary to evaluate the financial condition and affairs of the Borrower Parties and that it has made an independent credit judgment, and that it has not relied upon information provided by the Administrative Agent or any of its Affiliates;

(b) So long as any portion of the Obligations remains outstanding, it will continue to make its own independent evaluation of the financial condition and affairs of the Borrower Parties; and

(c) Except for notices, reports and other documents expressly herein required to be furnished to the Lenders by the Administrative Agent, the Administrative Agent shall not have any duty or responsibility to provide any Lender with any credit or other information concerning the business, prospects, operations, property, financial and other condition or creditworthiness of the Borrower Parties which may come into the possession of any of the Administrative Agent or any Affiliates of the Administrative Agent.

Section 10.12 Successor Administrative Agent. Subject to the appointment and acceptance of a successor Administrative Agent as provided below, the Administrative Agent may resign at any time by giving written notice thereof to the Lenders and the Administrative Borrower. Upon any such resignation, the Majority Lenders shall have the right to appoint a successor Administrative Agent (with the consent of the Administrative Borrower if no Event of Default then exists). If no successor Administrative Agent shall have been so appointed by the Majority Lenders, and shall have accepted such appointment within thirty (30) days after the retiring Administrative Agent's giving of notice of resignation, then the retiring Administrative Agent may, on behalf of the Lenders, appoint a successor Administrative Agent which shall be any Lender or a Person organized under the laws of the US, a State or any political subdivision thereof which has combined capital and reserves in excess of \$250,000,000. Upon the acceptance of any appointment as Administrative Agent hereunder by a successor Administrative Agent, such successor Administrative Agent shall thereupon succeed to and become vested with all the rights, powers, privileges, duties, and obligations of the retiring Administrative Agent, and the retiring Administrative Agent shall be discharged from its duties and obligations hereunder. After any retiring Administrative Agent's resignation hereunder as Administrative Agent, the provisions of Article 10 shall continue in effect for its benefit in respect of any actions taken or omitted to be taken by it while it was acting as the Administrative Agent.

Section 10.13 Administrative Agent May File Proofs of Claim. The Administrative Agent may file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Administrative Agent (including any claim for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent, its agents, financial advisors and counsel), the Lenders and the Issuing Banks allowed in any judicial proceedings relative to any Borrower Party, or any of their respective creditors or property, and shall be entitled and empowered to collect, receive and distribute any monies, securities or other property payable or deliverable on any such claims and any custodian in any such judicial proceedings is hereby authorized by each Lender and each Issuing Bank to make such payments to the Administrative Agent and, in the event that the Administrative Agent shall consent to the making of such payments directly to the Lenders and the Issuing Banks, to pay to the Administrative Agent any amount due to the Administrative Agent for the reasonable compensation, expenses, disbursements and advances of the Administrative Agent, its agents, financial advisors and counsel, and any other amounts

due the Administrative Agent under Section 11.2. Nothing contained in this Agreement or the Loan Documents shall be deemed to authorize the Administrative Agent to authorize or consent to or accept or adopt on behalf of any Lender or any Issuing Bank any plan of reorganization, arrangement, adjustment or composition affecting this Agreement, any Revolving Loan Notes, the Letters of Credit or the rights of any holder thereof, or to authorize the Administrative Agent to vote in respect of the claim of any Lender or any Issuing Bank in any such proceeding.

Section 10.14 Collateral. The Administrative Agent is hereby authorized to hold all Collateral pledged pursuant to any Loan Document and to act on behalf of the Lender Group, in its own capacity and through other agents appointed by it, under the Security Documents; provided, that the Administrative Agent shall not agree to the release of any Collateral except in accordance with the terms of this Agreement. The Lender Group acknowledges that the Loans, any Overadvances, all Obligations with respect to Bank Products Documents and all interest, fees and expenses hereunder constitute one Funded Debt, secured by all of the Collateral. The Administrative Agent hereby appoints each Lender and each Issuing Bank as its agent (and each Lender and each Issuing Bank hereby accepts such appointment) for the purpose of perfecting the Administrative Agent's Liens in assets which, in accordance with the UCC, can be perfected by possession. Should any Lender or any Issuing Bank obtain possession of any such Collateral, subject to the limitations set forth in the Blocked Account Agreements, promptly upon the Administrative Agent's request therefor shall deliver such Collateral to the Administrative Agent or in accordance with the Administrative Agent's instructions.

Section 10.15 Release of Collateral.

(a) Each Lender and each Issuing Bank hereby directs, in accordance with the terms of this Agreement, the Administrative Agent to release any Lien held by the Administrative Agent for the benefit of the Lender Group:

(i) against all of the Collateral, upon final and indefeasible payment in full of the Obligations and termination of the Revolving Loan Commitments;

(ii) against any part of the Collateral sold, transferred or disposed of by the Borrower Parties if such sale, transfer or other disposition is permitted by Section 8.7 or is otherwise consented to by the requisite Lenders for such release as set forth in Section 11.12, as certified to the Administrative Agent by the Administrative Borrower in a certificate of an Authorized Signatory of the Administrative Borrower; and

(iii) against any part of the Collateral consisting of (A) real property or (B) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications and copyrights

(whether or not registered) embodied in any of the foregoing or related to works with which the goodwill of any Borrower Party has become associated, all renewals thereof, all income, royalties, damages and payments now and hereafter due and payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, the right to sue for past, present and future infringements and dilutions thereof, the goodwill of each Borrower Party's business symbolized by the foregoing and connected therewith, and all of each Borrower Party's licenses and other rights directly related thereto.

(b) Each Lender and each Issuing Bank hereby directs the Administrative Agent to execute and deliver or file or authorize the filing of such termination and partial release statements and do such other things as are necessary to release Liens to be released pursuant to this Section 10.15 promptly upon the effectiveness of any such release. Upon request by the Administrative Agent at any time, the Lenders and the Issuing Banks will confirm in writing the Administrative Agent's authority to release particular types or items of Collateral pursuant to this Section 10.15.

Section 10.16 Additional Agents. None of the Lenders or other entities identified on the facing page of this Agreement as a "Lead Arranger", "Co-Syndication Agents", or "Documentation Agent" shall have any right, power, obligation, liability, responsibility or duty under this Agreement or any other Loan Document other than those applicable to all Lenders as such if such entity is also a Lender. Without limiting the foregoing, none of the Lenders or other entities so identified shall have or be deemed to have any fiduciary relationship with any other Lender. Each Lender acknowledges that it has not relied, and will not rely, on any of the Lenders or other entities so identified in deciding to enter into this Agreement or any other Loan Document or in taking or not taking action hereunder or thereunder.

## ARTICLE 11.

### MISCELLANEOUS

#### Section 11.1 Notices.

(a) All notices and other communications under this Agreement shall be in writing and shall be deemed to have been given five (5) days after deposit in the mail, designated as certified mail, return receipt requested, postage-prepaid, or one (1) day after being entrusted to a reputable commercial overnight delivery service, (or to the extent specifically permitted under Section 11.1(c) only, when sent out by electronic means) addressed to the party to which such notice is directed at its address determined as in this Section 11.1. All notices and other communications under this Agreement shall be given to the parties hereto at the following addresses:



- (i) If to any Borrower Party, to such Borrower Party in care of the Administrative Borrower at:

Oxford Industries, Inc.  
222 Piedmont Avenue  
Atlanta, Georgia 30308-1545  
Attn: General Counsel

with a copy to:

King & Spalding LLP  
1180 Peachtree Street, NE  
Atlanta, Georgia 30309-3521  
Attn: Hector E. Llorens, Jr., Esq.

- (ii) If to the Administrative Agent, to it at:

SunTrust Bank  
303 Peachtree Street  
Twenty Third Floor  
Atlanta, Georgia 30308  
Attn: Oxford Account Manager

with a copy to:

Chris D Molen, Esq.  
Paul, Hastings, Janofsky & Walker LLP  
600 Peachtree Street, N.E.  
Suite 2400  
Atlanta, Georgia 30308

- (iii) If to the Lenders, to them at the addresses set forth on the signature pages of this Agreement; and

- (iv) If to the Issuing Banks, at the addresses set forth on the signature pages of this Agreement.

(b) Any party hereto may change the address to which notices shall be directed under this Section 11.1 by giving ten (10) days' written notice of such change to the other parties.

(c) The Borrowers may make delivery of the items required by Sections 7.1, 7.2 and 7.3 via Electronic Transmission to the Lender Group.

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Section 11.2 Expenses. The Borrowers agree to promptly pay or promptly reimburse:

(a) All reasonable out-of-pocket expenses of the Administrative Agent and its Affiliates in connection with the preparation, negotiation, execution, delivery and syndication of this Agreement and the other Loan Documents, the transactions contemplated hereunder and thereunder, and the making of the initial Advance hereunder, including, but not limited to, the reasonable fees and disbursements of counsel for the Administrative Agent and its Affiliates;

(b) All reasonable out-of-pocket expenses of the Administrative Agent in connection with the administration of the transactions contemplated in this Agreement and the other Loan Documents, and the preparation, negotiation, execution, and delivery of any waiver, amendment, or consent by the Lenders relating to this Agreement or the other Loan Documents, including, but not limited to, all reasonable out-of-pocket expenses of the Administrative Agent in connection with their periodic field audits, a fee of \$1,000 per day (as may be increased from time to time by the Administrative Agent), per auditor, plus reasonable out-of-pocket expenses for each field audit of the Administrative Agent performed by personnel employed by the Administrative Agent, and the reasonable fees and disbursements of counsel for the Administrative Agent;

(c) (i) All out-of-pocket costs and expenses of the Administrative Agent in connection with any restructuring, refinancing, or "work out" of the transactions contemplated by this Agreement, and of obtaining performance under this Agreement and the other Loan Documents, and all out-of-pocket costs and expenses of collection of the Administrative Agent if default is made in the payment of the Obligations, which in each case shall include fees and out-of-pocket expenses of counsel for the Administrative Agent, and the fees and out-of-pocket expenses of any experts of the Administrative Agent, or consultants of the Administrative Agent and (ii) in addition to the foregoing, upon the occurrence and during the continuance of an Event of Default, the Borrower Parties shall reimburse the other members of the Lender Group for their out-of-pocket costs and expenses in connection with obtaining performance under this Agreement and the other Loan Documents, and all out-of-pocket costs and expenses of collection if default is made in the payment of the Obligations, provided, however, out-of-pocket costs and expenses of counsel shall be limited to one counsel for the Lender Group (in addition to the Administrative Agent's counsel referred to above); and

(d) All taxes, assessments, general or special, and other charges levied on, or assessed, placed or made against any of the Collateral, any Revolving Loan Notes or the Obligations.

Section 11.3 Waivers. The rights and remedies of the Lender Group under this Agreement, the other Loan Documents and the Bank Products Documents shall be cumulative and not exclusive of any rights or remedies which they would otherwise have. No failure or delay by the Lender Group, or any of them, or the Majority Lenders in



exercising any right shall operate as a waiver of such right. The Lender Group expressly reserves the right to require strict compliance with the terms of this Agreement in connection with any funding of a request for an Advance. In the event the Lenders decide to fund a request for an Advance at a time when the Borrowers are not in strict compliance with the terms of this Agreement, such decision by the Lenders shall not be deemed to constitute an undertaking by the Lenders to fund any further requests for Advances or preclude the Lenders from exercising any rights available to the Lenders under the Loan Documents or at law or equity. Any waiver or indulgence granted by the Lenders or by the Majority Lenders shall not constitute a modification of this Agreement, except to the extent expressly provided in such waiver or indulgence, or constitute a course of dealing by the Lenders at variance with the terms of the Agreement such as to require further notice by the Lenders of the Lenders' intent to require strict adherence to the terms of the Agreement in the future. Any such actions shall not in any way affect the ability of the Lenders, in their discretion, to exercise any rights available to them under this Agreement or under any other agreement, whether or not the Lenders are party, relating to the Borrowers.

Section 11.4 Set-Off. In addition to any rights now or hereafter granted under Applicable Law and not by way of limitation of any such rights, except to the extent limited by Applicable Law, at any time that an Event of Default exists, each member of the Lender Group and each subsequent holder of the Obligations is hereby authorized by the Borrower Parties at any time or from time to time, without notice to the Borrower Parties or to any other Person, any such notice being hereby expressly waived, to set-off and to appropriate and apply any and all deposits (general or special, time or demand, including, but not limited to, Funded Debt evidenced by certificates of deposit, in each case whether matured or unmatured, but not including any amounts held by any member of the Lender Group or any of its Affiliates in any escrow or custodial account) and any other Funded Debt at any time held or owing by any member of the Lender Group or any such holder to or for the credit or the account of any Borrower Party, against and on account of the obligations and liabilities of the Borrower Parties, to any member of the Lender Group or any such holder under this Agreement, any Revolving Loan Notes, any other Loan Document and any Bank Products Documents, including, but not limited to, all claims of any nature or description arising out of or connected with this Agreement, any Revolving Loan Notes, any other Loan Document or any Bank Products Document, irrespective of whether or not (a) the Lender Group shall have made any demand hereunder or (b) the Lender Group shall have declared the principal of and interest on the Loans and any Revolving Loan Notes and other amounts due hereunder to be due and payable as permitted by Section 9.2 and although said obligations and liabilities, or any of them, shall be unmatured. Any sums obtained by any member of the Lender Group or by any subsequent holder of the Obligations shall be subject to the application of payments provisions of Article 2.

Section 11.5 Assignment.

(a) The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns permitted hereby, except that no Borrower Party may assign or otherwise transfer any of its rights or obligations hereunder without the prior written consent of each Lender (and any attempted assignment or transfer by any Borrower Party without such consent shall be null and void). Nothing in this Agreement, expressed or implied, shall be construed to confer upon any Person (other than the parties hereto, their respective successors and assigns permitted hereby and, to the extent expressly contemplated hereby, the Affiliates of the Administrative Agent) any legal or equitable right, remedy or claim under or by reason of this Agreement.

(b) Any Lender may assign to one or more Eligible Assignees all or a portion of its rights and obligations under this Agreement (including all or a portion of its Revolving Loan Commitment and the Loans at the time owing to it and, if applicable, all or a portion of its Letter of Credit Commitment and excluding rights and obligations with respect to Bank Products Documents); provided that (i) except in the case of an assignment of the entire remaining amount of the assigning Lender's portion of the Revolving Loan Commitment and the Loans at the time owing to it or in the case of an assignment to a Lender or an Affiliate of a Lender or an Approved Fund with respect to a Lender, the aggregate amount of the Revolving Loan Commitment of the assigning Lender subject to each such assignment (determined as of the date the Assignment and Acceptance with respect to such assignment is delivered to the Administrative Agent), shall not be less than \$5,000,000, unless each of the Administrative Agent and, so long as no Default exists, the Administrative Borrower otherwise consents (each such consent not to be unreasonably withheld or delayed), and (ii) the parties to each assignment shall execute and deliver to the Administrative Agent an Assignment and Acceptance, together with a processing and recordation fee of \$3,500 (unless such assignment is to a Lender, an Affiliate of a Lender or an Approved Fund), and the Eligible Assignee, if it shall not be a Lender, shall deliver to the Administrative Agent an Administrative Questionnaire. Subject to acceptance and recording thereof by the Administrative Agent pursuant to paragraph (c) of this Section, from and after the effective date specified in each Assignment and Acceptance, the Eligible Assignee thereunder shall be a party hereto and, to the extent of the interest assigned by such Assignment and Acceptance, have the rights and obligations of a Lender under this Agreement, and the assigning Lender thereunder shall, to the extent of the interest assigned by such Assignment and Acceptance, be released from its obligations under this Agreement (and, in the case of an Assignment and Acceptance covering all of the assigning Lender's rights and obligations under this Agreement, such Lender shall cease to be a party hereto but shall continue to be entitled to the benefits of Sections 2.8(b), 2.9, 6.18, 12.3 and 12.5). Any assignment or transfer by a Lender of rights or obligations under this Agreement that does not comply with this paragraph shall be treated for purposes of this Agreement as a sale by such Lender of a

participation in such rights and obligations in accordance with paragraph (d) of this Section.

(c) The Administrative Agent, acting solely for this purpose as an agent of the Borrowers, shall maintain at the Administrative Agent's Office a copy of each Assignment and Acceptance delivered to it and a register for the recordation of the names and addresses of the Lenders, and the portion of the Revolving Loan Commitment of, and principal amount of the Loans owing to, each Lender pursuant to the terms hereof from time to time (the "Register"). The entries in the Register shall be conclusive, and the Borrowers, the Administrative Agent and the Lenders may treat each Person whose name is recorded in the Register pursuant to the terms hereof as a Lender hereunder for all purposes of this Agreement, notwithstanding notice to the contrary. The Register shall be available for inspection by the Borrowers and any Lender, at any reasonable time and from time to time upon reasonable prior notice.

(d) Any Lender may, without the consent of, or notice to, the Borrower Parties or the Administrative Agent, sell participations to one or more banks or other entities (a "Participant") in all or a portion of such Lender's rights and/or obligations under this Agreement (including all or a portion of its Revolving Loan Commitment and/or the Loans owing to it); provided that (i) such Lender's obligations under this Agreement shall remain unchanged, (ii) such Lender shall remain solely responsible to the other parties hereto for the performance of such obligations and (iii) the Borrowers and the Lender Group shall continue to deal solely and directly with such Lender in connection with such Lender's rights and obligations under this Agreement. Any agreement or instrument pursuant to which a Lender sells such a participation shall provide that such Lender shall retain the sole right to enforce this Agreement and to approve any amendment, modification or waiver of any provision of this Agreement; provided that such agreement or instrument may provide that such Lender will not, without the consent of the Participant, agree to any amendment, modification or waiver described in Section 11.12(a) (i) that affects such Participant. Subject to paragraph (e) of this Section, the Borrowers agree that each Participant shall be entitled to the benefits of Sections 2.8(b), 2.9, 6.18, 6.19(c) and 12.3 to the same extent as if it were a Lender and had acquired its interest by assignment pursuant to paragraph (b) of this Section. To the extent permitted by law, each Participant also shall be entitled to the benefits of Section 11.4 as though it were a Lender, provided such Participant agrees to be subject to Section 2.8(b) as though it were a Lender.

(e) A Participant shall not be entitled to receive any greater payment under Section 2.8(b) or Section 12.3 than the applicable Lender would have been entitled to receive with respect to the participation sold to such Participant, unless the sale of the participation to such Participant is made with the Administrative Borrower's prior written consent. A Participant that would be a Foreign Lender if it were a Lender shall not be entitled to the benefits of Section 2.8(b) unless the Administrative Borrower is notified of

the participation sold to such Participant and such Participant agrees, for the benefit of the Borrowers, to comply with Section 2.8(b) as though it were a Lender.

(f) Any Lender may at any time pledge or assign a security interest in all or any portion of its rights under this Agreement to secure obligations of such Lender, including without limitation (i) any pledge or assignment to secure obligations to a Federal Reserve Bank and (ii) in the case of any Lender that is a Fund, any pledge or assignment of all or any portion of such Lender's rights under this Agreement to any holders of obligations owed, or securities issued, by such Lender as security for such obligations or securities, or to any trustee for, or any other representative of, such holders, and this Section shall not apply to any such pledge or assignment of a security interest; provided that no such pledge or assignment of a security interest shall release a Lender from any of its obligations hereunder or substitute any such pledgee or assignee for such Lender as a party hereto.

Section 11.6 Counterparts. This Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

Section 11.7 Governing Law. This Agreement and the other Loan Documents 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 otherwise provided in the Loan Documents.

Section 11.8 Severability. Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

Section 11.9 Headings. Headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof.

Section 11.10 Source of Funds. Notwithstanding the use by the Lenders of the Base Rate and the Eurodollar Rate as reference rates for the determination of interest on the Loans, the Lenders shall be under no obligation to obtain funds from any particular source in order to charge interest to the Borrowers at interest rates tied to such reference rates.

Section 11.11 Entire Agreement. **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.**

Each Borrower Party represents and warrants to the Lender Group that it has read the provisions of this Section 11.11 and discussed the provisions of this Section 11.11 and the rest of this Agreement with counsel for such Borrower Party, and such Borrower Party acknowledges and agrees that the Lender Group is expressly relying upon such representations and warranties of such Borrower Party (as well as the other representations and warranties of such Borrower Party set forth in this Agreement and the other Loan Documents) in entering into this Agreement.

Section 11.12 Amendments and Waivers.

(a) Neither this Agreement, any other Loan Document nor any term hereof or thereof may be amended orally, nor may any provision hereof be waived orally but only by an instrument in writing signed by the Majority Lenders, or in the case of Loan Documents executed by the Administrative Agent (and not the other members of the Lender Group), signed by the Administrative Agent and approved by the Majority Lenders and, in the case of an amendment, also by the Borrowers, except that: (i) the consent of each of the Lenders and, in the case of an amendment, the Borrowers, shall be required for (A) any sale or release of, or the subordination of the Administrative Agent's security interest in, any material Collateral except in conjunction with sales or transfers of Collateral permitted hereunder, (B) except in conjunction with sales or transfers of Collateral or Subsidiaries or other transactions permitted hereunder, any release of any guarantor of the Obligations, (C) any extensions, postponements or delays of the Maturity Date or the scheduled date of payment of interest or principal or fees, or any reduction of principal (without a corresponding payment with respect thereto), or reduction in the rate or amount of interest or fees due to the Lenders hereunder or under any other Loan Documents, (D) any amendment of this Section 11.12 or of the definition of "Majority Lenders" or any other provision of the Loan Documents specifying the number or percentage of Lenders required to waive, amend or modify any rights thereunder or make any determination or grant any consent thereunder, (E) any amendment increasing the Revolving Loan Commitments (it being understood and agreed that a waiver of any Default or Event of Default or modification of any of the defined terms contained herein (other than those defined terms specifically addressed in this Section 11.12) shall not constitute a change in the terms of the Revolving Loan Commitments of any Lender), (F) any amendment to the definition of Borrowing Base (including, without limitation, increasing the amounts or percentages set forth therein) or any amendment to any of the defined terms used therein, (G) any amendment to the definition of "Availability" or any of the defined terms used therein, (H) any amendment to Section 2.10 or Section 2.11 and (I) any amendment to the definition of Revolving Commitment Ratio or any of the defined terms used therein; (ii) the consent of the Administrative Agent, the Majority Lenders and the Borrowers shall be required for any amendment to Section 2.1(f) or

Article 10; (iii) the consent of the Issuing Banks, the Majority Lenders and the Borrowers shall be required for any amendment to Sections 2.1(c) or 2.15 or the definition of "Letter of Credit Commitment"; (iv) the consent of the Guarantors and the Majority Lenders shall be required for any amendment to Article 3; (v) the consent of the Swing Bank, the Majority Lenders and the Borrowers shall be required for any amendment to Section 2.1(d) or Section 2.2(g); (vi) the consent of the Administrative Agent only shall be required to amend Schedule 1(a) to reflect assignments of the Revolving Loan Commitments and Loans in accordance with this Agreement. In addition to the required consents set forth above, if SunTrust Bank or any Affiliate thereof has entered into a Lender Hedge Agreement with any Borrower Party and SunTrust Bank is no longer the Administrative Agent or a Lender, the consent of SunTrust Bank or such Affiliate shall be required for any amendment to Section 2.11 or any amendment described in clause (i)(A) above. Any amendment, modification, waiver, consent, termination or release of any Bank Products Documents may be effected by the parties thereto without the consent of the Lender Group.

(b) Each Lender grants to the Administrative Agent the right to purchase all (but not less than all) of such Lender's portion of the Revolving Loan Commitment, Letter of Credit Commitment, the Loans and Letter of Credit Obligations owing to it and any Revolving Loan Notes held by it and all of its rights and obligations hereunder and under the other Loan Documents at a price equal to the outstanding principal amount of the Loans payable to such Lender plus any accrued but unpaid interest on such Loans and accrued but unpaid commitment fees and letter of credit fees owing to such Lender plus the amount necessary to cash collateralize any Letters of Credit issued by such Lender, which right may be exercised by the Administrative Agent if such Lender refuses to execute any amendment, waiver or consent which requires the written consent of all of the Lenders and to which the Majority Lenders, the Administrative Agent and the Borrowers have agreed. Each Lender agrees that if the Administrative Agent exercises its option hereunder, it shall promptly execute and deliver an Assignment and Acceptance and other agreements and documentation necessary to effectuate such assignment. The Administrative Agent may assign its purchase rights hereunder to any assignee if such assignment complies with the requirements of Section 11.5(b).

(c) If any fees are paid to the Lenders as consideration for amendments, waivers or consents with respect to this Agreement, at Administrative Agent's election, such fees may be paid only to those Lenders that agree to such amendments, waivers or consents within the time specified for submission thereof.

Section 11.13 Other Relationships. No relationship created hereunder or under any other Loan Document shall in any way affect the ability of any member of the Lender Group to enter into or maintain business relationships with the Borrowers, or any of its Affiliates, beyond the relationships specifically contemplated by this Agreement and the other Loan Documents.



Section 11.14 Pronouns. The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

Section 11.15 Disclosure. The Borrower Parties agree that the Administrative Agent shall have the right, with the consent of the Administrative Borrower (such consent not to be unreasonably withheld), to issue press releases regarding the making of the Loans and the issuance and the Revolving Loan Commitment to the Borrowers pursuant to the terms of this Agreement.

Section 11.16 Replacement of Lender. In the event that a Replacement Event (as defined below) occurs and is continuing with respect to any Lender, the Administrative Borrower may designate another financial institution (such financial institution being herein called a "Replacement Lender") acceptable to the Administrative Agent, and which is not a Borrower or an Affiliate of any Borrower, to assume such Lender's Revolving Loan Commitment hereunder, to purchase the Loans and participations of such Lender and such Lender's rights hereunder and (if such Lender is an Issuing Bank) to issue Letters of Credit in substitution for all outstanding Letters of Credit issued by such Lender, without recourse to or representation or warranty by, or expense to, such Lender for a purchase price equal to the outstanding principal amount of the Loans payable to such Lender plus any accrued but unpaid interest on such Loans and accrued but unpaid commitment fees and letter of credit fees owing to such Lender plus amounts necessary to cash collateralize any Letters of Credit issued by such Lender, and upon such assumption, purchase and substitution, and subject to the execution and delivery to the Administrative Agent by the Replacement Lender of documentation satisfactory to the Administrative Agent (pursuant to which such Replacement Lender shall assume the obligations of such original Lender under this Agreement), the Replacement Lender shall succeed to the rights and obligations of such Lender hereunder and such Lender shall no longer be a party hereto or have any rights hereunder provided that the obligations of the Borrowers to indemnify such Lender with respect to any event occurring or obligations arising before such replacement shall survive such replacement. "Replacement Event" shall mean, with respect to any Lender, (a) the commencement of or the taking of possession by, a receiver, custodian, conservator, trustee or liquidator of such Lender, or the declaration by the appropriate regulatory authority that such Lender is insolvent or (b) the making of any claim by any Lender under Sections 2.8(b), 12.3 or 12.5, unless the changing of the lending office by such Lender would obviate the need of such Lender to make future claims under such Sections.

Section 11.17 Confidentiality. No member of the Lender Group shall disclose any non-public, confidential information regarding the Borrower Parties or their Subsidiaries ("Confidential Information") to any other Person without the consent of the Administrative Borrower, other than (i) to such member of the Lender Group's Affiliates and their officers, directors, employees, agents and advisors, to other members of the Lender Group and, as contemplated by Section 11.5, to actual or prospective assignees

and participants, and then only on a confidential basis, (ii) as required by any law, rule or regulation or judicial process, (iii) to any rating agency when required by it, provided, that, prior to any such disclosure, such rating agency shall undertake to preserve the confidentiality of any Confidential Information relating to the Borrower Parties received by it from such member of the Lender Group, (iv) as requested or required by any state, federal or foreign authority or examiner regulating banks or banking, and (v) in connection with the exercise of any remedy hereunder or any suit, action or proceeding relating to this Agreement or any other Loan Document or the enforcement of rights hereunder or thereunder.

Section 11.18 Revival and Reinstatement of Obligations. If the incurrence or payment of the Obligations by any Borrower or any Guarantor, or the transfer to the Lender Group of any property, should for any reason subsequently be declared to be void or voidable under any state or federal law relating to creditors' rights, including provisions of the Bankruptcy Code relating to fraudulent conveyances, preferences or other voidable or recoverable payments of money or transfers of property (collectively, a "Voidable Transfer"), and if the Lender Group, or any of them, is required to repay or restore, in whole or in part, any such Voidable Transfer, or elects to do so upon the reasonable advice of its counsel, then, as to any such Voidable Transfer, or the amount thereof that the Lender Group, or any of them, is required or elects to repay or restore, and as to all reasonable costs, expenses and attorneys fees of the Lender Group related thereto, the liability of the Borrowers or such Guarantor, as applicable, automatically shall be revived, reinstated and restored and shall exist as though such Voidable Transfer had never been made.

Section 11.19 Electronic Transmissions. (a) Authorization. Subject to the provisions of this Section 11.19(a), each of the Administrative Agent, the Borrower Parties, the Lenders, each Issuing Bank and each of their Affiliates is authorized (but not required) to transmit, post or otherwise make or communicate, in its sole discretion, Electronic Transmissions in connection with any Loan Document and the transactions contemplated therein. Each of the Borrower Parties hereby acknowledges and agrees, and each of the Borrower Parties shall cause each of their Subsidiaries to acknowledge and agree, that the use of Electronic Transmissions is not necessarily secure and that there are risks associated with such use, including risks of interception, disclosure and abuse and each indicates it assumes and accepts such risks by hereby authorizing the transmission of Electronic Transmissions.

(b) Separate Agreements. All uses of an E-System shall be governed by and subject to, in addition to the terms and conditions of this Agreement, separate terms and conditions posted or referenced in such E-System and related Contractual Obligations executed by Borrower Parties or the members of the Lender Group in connection with the use of such E-System.

(c) Limitation of Liability. All E-Systems and Electronic Transmissions shall be provided “as is” and “as available”. None of Administrative Agent, the Lenders or any of their respective Affiliates warrants the accuracy, adequacy or completeness of any E-Systems or Electronic Transmission, and each disclaims all liability for errors or omissions therein. No warranty of any kind is made by the Administrative Agent, the Lenders or any of their respective Affiliates in connection with any E-Systems or Electronic Communication, including any warranty of merchantability, fitness for a particular purpose, non-infringement of third-party rights or freedom from viruses or other code defects. Each of the Borrowers and the other Borrower Parties agrees that the Lender Group has no responsibility for maintaining or providing any equipment, software, services or any testing required in connection with any Electronic Transmission or otherwise required for any E-System.

Section 11.20 Assignment as of the Agreement Date.

(a) In accordance with the terms and conditions of Section 11.5, SunTrust Bank (the “Assignor”) hereby sells and assigns to Branch Banking & Trust Company, Credit Suisse, Cayman Islands Branch, Regions Bank and UPS Capital Corporation (collectively, the “Assignees” and each an “Assignee”), and each Assignee hereby irrevocably purchases and assumes from the Assignor, that interest in and to the Assignor’s rights and obligations under the Loan Documents as of the date hereof with respect to the Assignor’s Revolving Loan Commitment and the assigned portion of such Revolving Loan Commitment set forth in Section 11.20(f) (as to each Assignee, the “Assigned Interest” and collectively, the “Assigned Interests”). After giving effect to such sale and assignment, each Assignee’s and the Assignor’s Revolving Loan Commitment will be set forth in Schedule 1(a). Such sale and assignment is without recourse to the Assignor and, except as expressly provided in this Section 11.20, without representation or warranty by the Assignor.

(b) The Assignor (a) represents and warrants that (i) it is the legal and beneficial owner of its Assigned Interest, and (ii) its Assigned Interest is free and clear of any lien, encumbrance or other adverse claim and (b) assumes no responsibility with respect to (i) any statements, warranties or representations made in or in connection with this Agreement or any other Loan Document, (ii) the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any Collateral thereunder, (iii) the financial condition of the Borrowers, any of their respective Subsidiaries or Affiliates or any other Person obligated in respect of any Loan Document or (iv) the performance or observance by the Borrowers, any of their respective Subsidiaries or Affiliates or any other Person of any of their respective obligations under any Loan Document.

(c) Each Assignee (a) represents and warrants that (i) it has full power and authority, and has taken all action necessary, to execute and deliver this Agreement and to consummate the transactions contemplated hereby and to become a Lender hereunder,

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(ii) it meets all requirements of an Eligible Assignee hereunder (subject to receipt of such consents as may be required hereunder), (iii) from and after the Agreement Date, it shall be bound by the provisions of this Agreement as a Lender hereunder and, to the extent of its Assigned Interest, shall have the obligations of a Lender hereunder, (iv) it has received a copy of this Agreement, together with copies of the most recent financial statements delivered pursuant to Sections 7.1 and 7.2, as applicable, and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement and to purchase its Assigned Interest on the basis of which it has made such analysis and decision independently and without reliance on the Administrative Agent or any other Lender, and (v) if it is a Lender that is organized in a jurisdiction other than the United States or a political subdivision thereof, it has delivered to the Administrative Agent any documentation required to be delivered by it pursuant to the terms of this Agreement including, without limitation, under Section 2.8(b), duly completed and executed by the Assignee; and (b) agrees that (i) it will, independently and without reliance on the Administrative Agent, the Assignor or any other Lender, and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Loan Documents, and (ii) it will perform in accordance with their terms all of the obligations which by the terms of the Loan Documents are required to be performed by it as a Lender.

(d) The effective date of the assignment provided for in this Section 11.20 shall be the Agreement Date. The Administrative Agent hereby waives payment of the processing fee with respect to each assignment provided for under this Section 11.20.

(e) As of the Agreement Date (i) each Assignee shall be a party to this Agreement and, to the extent of the interest assigned pursuant to this Agreement, have the rights and obligations of a Lender hereunder and under the other Loan Documents, and (ii) the Assignor shall, to the extent of the interest assigned pursuant to this Section 11.20, relinquish its rights and be released from its obligations under this Agreement and the other Loan Documents.

(f) From and after the Agreement Date, the Administrative Agent shall make all payments in respect of each Assigned Interest (including payments of principal, interest, fees and other amounts) to the applicable Assignee whether such amounts have accrued prior to, on or after the Agreement Date. On the Agreement Date, each Assignee shall pay to the Administrative Agent, for the benefit of the Assignor, its Revolving Commitment Ratio (as set forth on Schedule 1(a)) of the principal amount of any outstanding Revolving Loans under this Agreement and the other Loan Documents. The Assignor and each Assignee shall make all appropriate adjustments in payments under this Agreement and the other Loan Documents for periods prior to the Agreement Date directly between themselves on the Agreement Date.

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(i) The Assignor's Revolving Loan Commitment and Revolving Commitment Ratio immediately prior to the assignment contemplated by this Section 11.20:

SunTrust Bank:	\$105,000,000/60.0000000%
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(ii) Each Assignee's Revolving Loan Commitment and Revolving Commitment Ratio immediately prior to the assignment contemplated by this Section 11.20:

Branch Banking & Trust Company:	\$0.00/0.00%
Credit Suisse, Cayman Islands Branch:	\$0.00/0.00%
Regions Bank:	\$0.00/0.00%
UPS Capital Corporation:	\$0.00/0.00%

(iii) Each Assignee's Revolving Loan Commitment and Revolving Commitment Ratio immediately after the assignment contemplated by this Section 11.20:

Branch Banking & Trust Company:	\$20,000,000/11.4285714%
Credit Suisse, Cayman Islands Branch:	\$10,000,000/5.7142857%
Regions Bank:	\$20,000,000/11.4285714%
UPS Capital Corporation:	\$15,000,000/8.5714286%

(iv) The Assignor's Revolving Loan Commitment and Revolving Commitment Ratio immediately after the assignment to Assignees contemplated by this Section 11.20:

SunTrust Bank:	\$40,000,000/22.8571429%
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Section 11.21 Amendment and Restatement.

(a) Each Borrower Party acknowledges and agrees that the security interests and Liens (as defined in the Existing Credit Agreement) granted to the Administrative Agent pursuant to the Existing Credit Agreement and the other Security Documents (as defined in the Existing Credit Agreement), shall remain outstanding and in full force and effect, without interruption or impairment of any kind, in accordance with the Existing Credit Agreement and shall continue to secure the Obligations except to the extent such Security Documents are amended, restated, modified or otherwise supplemented on the Agreement Date.

(b) Each Borrower Party acknowledges and agrees that (i) the Obligations represent, among other things, the amendment, restatement, renewal, extension, consolidation and modification of the Obligations (as defined in the Existing Credit Agreement) arising in connection with the Existing Credit Agreement and other Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith; (ii) the Borrower Parties intend that the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith and the collateral pledged thereunder shall secure, without interruption or impairment of any kind, all existing Obligations (as defined in the Existing Credit Agreement) under the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith, as they may be amended, restated, renewed, extended, consolidated and modified hereunder, together with all other obligations hereunder; (iii) all Liens (as defined in the Existing Credit Agreement) evidenced by the Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith are hereby ratified, confirmed and continued; and (iv) the Loan Documents are intended to restate, renew, extend, consolidate, amend and modify the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith.

Each Borrower Party intends that (i) the provisions of the Existing Credit Agreement and the other Loan Documents (as defined in the Existing Credit Agreement) executed in connection therewith, to the extent restated, renewed, extended, consolidated, amended and modified hereby and by the other Loan Documents, be hereby superseded and replaced by the provisions hereof and of the other Loan Documents; (ii) the Revolving Loan Notes restate, renew, extend, consolidate, amend, modify, replace, are substituted for and supersede in their entirety, but do not extinguish, the Obligations (as defined in the Existing Credit Agreement) arising under the Revolving Loan Notes (as defined in the Existing Credit Agreement) issued pursuant to the Existing Credit Agreement; and (iii) by entering into and performing their respective obligations hereunder, this transaction shall not constitute a novation.

## ARTICLE 12.

### YIELD PROTECTION

Section 12.1 Eurodollar Rate Basis Determination. Notwithstanding anything contained herein which may be construed to the contrary, if with respect to any proposed Eurodollar Advance for any Eurodollar Advance Period, the Administrative Agent determines that deposits in Dollars (in the applicable amount) are not being offered to leading banks in the London interbank market for such Eurodollar Advance Period, the Administrative Agent shall forthwith give notice thereof to the Administrative Borrower and the Lenders, whereupon until the Administrative Agent notifies the Administrative

Borrower that the circumstances giving rise to such situation no longer exist, the obligations of the Lenders to make Eurodollar Advances shall be suspended.

Section 12.2 Illegality. If any change in Applicable Law, any change in the interpretation or administration of any Applicable Law by any governmental authority, central bank, or comparable agency charged with the interpretation or administration thereof, or any change in compliance with Applicable Law as a result of compliance by any Lender with any request or directive (whether or not having the force of law) of any such authority, central bank, or comparable agency after the Agreement Date, shall make it unlawful for any Lender to make, maintain, or fund its Eurodollar Advances, such Lender shall so notify the Administrative Agent, and the Administrative Agent shall forthwith give notice thereof to the other Lenders and the Administrative Borrower. Before giving any notice to the Administrative Agent pursuant to this Section 12.2, such Lender shall designate a different lending office if such designation will avoid the need for giving such notice and will not, in the judgment of such Lender, be otherwise disadvantageous to such Lender. Upon receipt of such notice, notwithstanding anything contained in Article 2, the Borrowers shall repay in full the then outstanding principal amount of each affected Eurodollar Advance of such Lender, together with accrued interest thereon, either (a) on the last day of the then current Eurodollar Advance Period applicable to such Eurodollar Advance if such Lender may lawfully continue to maintain and fund such Eurodollar Advance to such day or (b) immediately if such Lender may not lawfully continue to fund and maintain such Eurodollar Advance to such day. Concurrently with repaying each affected Eurodollar Advance of such Lender, notwithstanding anything contained in Article 2, the Borrowers shall borrow a Base Rate Advance from such Lender, and such Lender shall make such Advance in an amount such that the outstanding principal amount of the Revolving Loans held by such Lender shall equal the outstanding principal amount of such Revolving Loans immediately prior to such repayment.

Section 12.3 Increased Costs.

(a) If any change in Applicable Law, any change in the interpretation or administration of any Applicable Law by any governmental authority, central bank, or comparable agency charged with the interpretation or administration thereof or any change in compliance with Applicable Law as a result of any request or directive (whether or not having the force of law) of such governmental authority, central bank, or comparable agency after the Agreement Date:

(i) Shall subject any Lender to any tax, duty, or other charge with respect to its obligation to make Eurodollar Advances, or its Eurodollar Advances, or shall change the basis of taxation of payments to any Lender of the principal of or interest on its Eurodollar Advances or in respect of any other amounts due under this Agreement in respect of its Eurodollar Advances or its

obligation to make Eurodollar Advances (except for changes in the rate of tax on the overall net income of such Lender);

(ii) Shall impose, modify, or deem applicable any reserve (including, without limitation, any imposed by the Board of Governors of the Federal Reserve System, but excluding any included in an applicable Eurodollar Reserve Percentage), special deposit, assessment, or other requirement or condition against assets of, deposits (other than as described in [Section 12.5](#)) with or for the account of, or commitments or credit extended by any Lender, or shall impose on any Lender or the eurodollar interbank borrowing market any other condition affecting its obligation to make such Eurodollar Advances or its Eurodollar Advances; and the result of any of the foregoing is to increase the cost to such Lender of making or maintaining any such Eurodollar Advances, or to reduce the amount of any sum received or receivable by the Lender under this Agreement or under any Revolving Loan Notes with respect thereto, and such increase is not given effect in the determination of the Eurodollar Rate;

(iii) Shall subject any Issuing Bank or any Lender to any tax, duty or other charge with respect to the obligation to issue Letters of Credit, maintain Letters of Credit or participate in Letters of Credit, or shall change the basis of taxation of payments to any Issuing Bank or any Lender in respect of amounts drawn under Letters of Credit or in respect of any other amounts due under this Agreement in respect of Letters of Credit or the obligation of the Issuing Banks to issue Letters of Credit or maintain Letters of Credit or the obligation of the Lenders to participate in Letters of Credit (except for changes in the rate of tax on the overall net income of such Issuing Bank or any Lender); or

(iv) Shall impose, modify, or deem applicable any reserve (including, without limitation, any imposed by the Board of Governors of the Federal Reserve System), special deposit, assessment, or other requirement or condition against assets of, deposits (other than as described in [Section 12.5](#)) with or for the account of, or commitments or credit extended by any Issuing Bank, or shall impose on any Issuing Bank or any Lender any other condition affecting the obligation to issue Letters of Credit, maintain Letters of Credit or participate in Letters of Credit; and the result of any of the foregoing is to increase the cost to such Issuing Bank or any Lender of issuing, maintaining or participating in any such Letters of Credit or to reduce the amount of any sum received or receivable by such Issuing Bank or any Lender under this Agreement with respect thereto,

then promptly upon demand by such Lender or such Issuing Bank, the Borrowers agree to pay, without duplication of amounts due under [Section 2.8\(b\)](#), to such Lender or such Issuing Bank such additional amount or amounts as will compensate such Lender or such Issuing Bank for such increased costs. Each Lender or each Issuing Bank will promptly notify the Administrative Borrower and the Administrative Agent of any event of which

it has knowledge, occurring after the date hereof, which will entitle such Lender or the such Issuing Bank to compensation pursuant to this Section 12.3 and will designate a different lending office if such designation will avoid the need for, or reduce the amount of, such compensation and will not, in the sole judgment of such Lender or such Issuing Bank, be otherwise disadvantageous to such Lender or such Issuing Bank.

(b) A certificate of any Lender or any Issuing Bank claiming compensation under this Section 12.3 and setting forth the additional amount or amounts to be paid to it hereunder and calculations therefor shall be conclusive in the absence of manifest error. In determining such amount, such Lender or such Issuing Bank may use any reasonable averaging and attribution methods. If any Lender or any Issuing Bank demands compensation under this Section 12.3, the Borrowers may at any time, upon at least five (5) Business Days' prior notice to such Lender, prepay in full the then outstanding affected Eurodollar Advances of such Lender, together with accrued interest thereon to the date of prepayment, along with any reimbursement required under Section 2.9. Concurrently with prepaying such Eurodollar Advances, the Borrowers shall borrow a Base Rate Advance, or a Eurodollar Advance not so affected, from such Lender, and such Lender shall make such Advance in an amount such that the outstanding principal amount of the Revolving Loans held by such Lender shall equal the outstanding principal amount of such Revolving Loans immediately prior to such prepayment.

Section 12.4 Effect On Other Advances. If notice has been given pursuant to Sections 12.1, 12.2 or 12.3 suspending the obligation of any Lender to make any, or requiring Eurodollar Advances of any Lender to be repaid or prepaid, then, unless and until such Lender (or, in the case of Section 12.1, the Administrative Agent) notifies the Administrative Borrower that the circumstances giving rise to such repayment no longer apply, all Advances which would otherwise be made by such Lender as to the Eurodollar Advances affected shall, at the option of the Administrative Borrower, be made instead as Base Rate Advances.

Section 12.5 Capital Adequacy. If after the Agreement Date, any Lender or any Issuing Bank (or any Affiliate of the foregoing) shall have reasonably determined that the adoption of any applicable law, governmental rule, regulation or order regarding the capital adequacy of banks or bank holding companies, or any change therein, or any change in the interpretation or administration thereof by any governmental authority, central bank or comparable agency charged with the interpretation or administration thereof, or compliance by such Lender or such Issuing Bank (or any Affiliate of the foregoing) with any request or directive regarding capital adequacy (whether or not having the force of law) of any such governmental authority, central bank or comparable agency (but only if such adoption, change, request or directive occurs after the Agreement Date), has or would have the effect of reducing the rate of return on such Lender's or such Issuing Bank's (or any Affiliate of the foregoing) capital as a consequence of such Lender's or such Issuing Bank's Revolving Loan Commitment or obligations hereunder to a level below that which it could have achieved but for such



adoption, change or compliance (taking into consideration such Lender's or such Issuing Bank's (or any Affiliate of the foregoing) policies with respect to capital adequacy immediately before such adoption, change or compliance and assuming that such Lender's or such Issuing Bank's (or any Affiliate of the foregoing) capital was fully utilized prior to such adoption, change or compliance), then, promptly upon demand by such Lender or such Issuing Bank, the Borrowers shall immediately pay to such Lender or such Issuing Bank such additional amounts as shall be sufficient to compensate such Lender or such Issuing Bank for any such reduction actually suffered; provided, however, that there shall be no duplication of amounts paid to a Lender pursuant to this sentence and Section 12.3. A certificate of such Lender or such Issuing Bank setting forth the amount to be paid to such Lender or such Issuing Bank by the Borrowers as a result of any event referred to in this paragraph shall, absent manifest error, be conclusive.

#### ARTICLE 13.

##### JURISDICTION, VENUE AND WAIVER OF JURY TRIAL

Section 13.1 Jurisdiction and Service of Process. FOR PURPOSES OF ANY LEGAL ACTION OR PROCEEDING BROUGHT BY ANY MEMBER OF THE LENDER GROUP WITH RESPECT TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY BANK PRODUCTS DOCUMENT, EACH BORROWER PARTY HEREBY IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND HEREBY IRREVOCABLY DESIGNATES AND APPOINTS, AS ITS AUTHORIZED AGENT FOR SERVICE OF PROCESS IN THE STATE OF NEW YORK, THE ADMINISTRATIVE BORROWER, OR SUCH OTHER PERSON AS SUCH BORROWER PARTY SHALL DESIGNATE HEREAFTER BY WRITTEN NOTICE GIVEN TO THE ADMINISTRATIVE AGENT (THE "DESIGNEE"). THE CONSENT TO JURISDICTION HEREIN SHALL NOT BE EXCLUSIVE. THE LENDER GROUP SHALL FOR ALL PURPOSES AUTOMATICALLY, AND WITHOUT ANY ACT ON THEIR PART, BE ENTITLED TO TREAT SUCH DESIGNEE OF EACH BORROWER PARTY AS THE AUTHORIZED AGENT TO RECEIVE FOR AND ON BEHALF OF SUCH BORROWER PARTY SERVICE OF WRITS, OR SUMMONS OR OTHER LEGAL PROCESS IN THE STATE OF NEW YORK, WHICH SERVICE SHALL BE DEEMED EFFECTIVE PERSONAL SERVICE ON SUCH BORROWER PARTY SERVED WHEN DELIVERED TO THE DESIGNEE, WHETHER OR NOT SUCH DESIGNEE GIVES NOTICE TO SUCH BORROWER PARTY; AND DELIVERY OF SUCH SERVICE TO ITS AUTHORIZED AGENT SHALL BE DEEMED TO BE MADE WHEN PERSONALLY DELIVERED. IF THE DESIGNEE IS THE ADMINISTRATIVE BORROWER OR AN AFFILIATE OF THE ADMINISTRATIVE BORROWER, SERVICE SHALL BE MADE ON DESIGNEE BY DELIVERY TO THE DESIGNEE'S AGENT REGISTERED WITH THE NEW YORK SECRETARY OF STATE FOR SERVICE OF PROCESS. IN THE EVENT THAT, FOR ANY

REASON, SUCH DESIGNEE SHALL NO LONGER SERVE AS DESIGNEE FOR A BORROWER PARTY TO RECEIVE SERVICE OF PROCESS IN THE STATE OF NEW YORK, SUCH BORROWER PARTY SHALL SERVE AND ADVISE THE ADMINISTRATIVE AGENT THEREOF SO THAT AT ALL TIMES EACH BORROWER PARTY WILL MAINTAIN AN AGENT TO RECEIVE SERVICE OF PROCESS IN THE STATE OF NEW YORK ON BEHALF OF SUCH BORROWER PARTY WITH RESPECT TO THIS AGREEMENT, ALL OTHER LOAN DOCUMENTS AND THE BANK PRODUCTS DOCUMENTS. IN THE EVENT THAT, FOR ANY REASON, SERVICE OF LEGAL PROCESS CANNOT BE MADE IN THE MANNER DESCRIBED ABOVE, SUCH SERVICE MAY BE MADE IN SUCH MANNER AS PERMITTED BY LAW.

Section 13.2 Consent to Venue. EACH BORROWER PARTY HEREBY IRREVOCABLY WAIVES ANY OBJECTION IT WOULD MAKE NOW OR HEREAFTER FOR THE LAYING OF VENUE OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, ANY OTHER LOAN DOCUMENT OR ANY BANK PRODUCTS DOCUMENT BROUGHT IN THE FEDERAL COURTS OF THE UNITED STATES SITTING IN NEW YORK COUNTY, NEW YORK, AND HEREBY IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

Section 13.3 Waiver of Jury Trial. EACH BORROWER PARTY AND EACH MEMBER OF THE LENDER GROUP TO THE EXTENT PERMITTED BY APPLICABLE LAW WAIVES, AND OTHERWISE AGREES NOT TO REQUEST, A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OF ANY TYPE IN WHICH ANY BORROWER PARTY, ANY MEMBER OF THE LENDER GROUP OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IS A PARTY, AS TO ALL MATTERS AND THINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT, THE OTHER LOAN DOCUMENTS, THE BANK PRODUCTS DOCUMENTS AND THE RELATIONS AMONG THE PARTIES LISTED IN THIS ARTICLE 13.

Section 13.4 The Administrative Borrower. Each Borrower hereby irrevocably appoints Parent as the borrowing agent and attorney-in-fact for all Borrowers (the "Administrative Borrower"), which appointment shall remain in full force and effect unless and until the Administrative Agent shall have received prior written notice signed by each Borrower that such appointment has been revoked and that another Borrower has been appointed the Administrative Borrower. Each Borrower hereby irrevocably appoints and authorizes the Administrative Borrower (i) to provide the Administrative Agent with all notices with respect to Loans and Letters of Credit obtained for the benefit of any Borrower and all other notices and instructions under this Agreement and (ii) to take such action as the Administrative Borrower deems appropriate on its behalf to obtain

Loans and Letters of Credit and to exercise such other powers as are reasonably incidental thereto to carry out the purposes of this Agreement.

Section 13.5 All Obligations to Constitute Joint and Several Obligations.

(a) All Obligations shall constitute joint and several obligations of the Borrowers and shall be secured by the Administrative Agent's Lien upon all of the Collateral, and by all other Liens heretofore, now or at any time hereafter granted by each Borrower to the Administrative Agent, for the benefit of the Lender Group, to the extent provided in the Loan Documents or Bank Product Documents under which such Lien arises. Each Borrower expressly represents and acknowledges that it is part of a common enterprise with the other Borrowers and that any financial accommodations by the Administrative Agent, and the other members of the Lender Group to any other Borrower hereunder and under the other Loan Documents and the Bank Product Documents are and will be of direct and indirect interest, benefit and advantage to all Borrowers. Each Borrower acknowledges that any Request for Advance, Notice of Conversion/Continuation, Notice of Requested Commitment Increase, Request for Issuance of Letter of Credit or other notice or request given by any Borrower (including the Administrative Borrower) to the Administrative Agent shall bind all Borrowers, and that any notice given by the Administrative Agent or any other member of the Lender Group to any Borrower shall be effective with respect to all Borrowers. Each Borrower acknowledges and agrees that each Borrower shall be liable, on a joint and several basis, for all of the Loans and other Obligations, regardless of which Borrower actually may have received the proceeds of any of the Loans or other extensions of credit or have had Letters of Credit issued hereunder or the amount of such Loans received, Letters of Credit issued or the manner in which the Administrative Agent or any other member of the Lender Group accounts among the Borrowers for such Loans, Letters of Credit or other extensions of credit on its books and records, and further acknowledges and agrees that Loans and other extensions of credit to any Borrower inure to the mutual benefit of all of the Borrowers and that the Administrative Agent and the other members of the Lender Group are relying on the joint and several liability of the Borrowers in extending the Loans and other financial accommodations hereunder. Each Borrower shall be entitled to subrogation and contribution rights from and against the other Borrowers to the extent any Borrower is required to pay to any member of the Lender Group any amount in excess of the Loans advanced directly to, or other Obligations incurred directly by, such Borrower or as otherwise available under Applicable Law; provided, however, that such subrogation and contribution rights are and shall be subject to the terms and conditions of this Section 13.5.

(b) In the event any Borrower Party (a "Funding Borrower Party") shall make any payment or payments under this Agreement or shall suffer any loss as a result of any realization upon any collateral granted by it to secure its obligations hereunder, such Funding Borrower Party shall have the right to seek contribution payments from each other Borrower Party (each, a "Contributing Borrower Party") to the extent permitted by

Applicable Law. Nothing in this Section 13.5(b) shall affect any Borrower Party's joint and several liability to the Lender Group for the entire amount of its Obligations. Each Borrower Party covenants and agrees that (i) its right to receive any contribution hereunder from a Contributing Borrower Party shall be subordinate and junior in right of payment to all obligations of the Borrower Parties to the Lender Group hereunder and (ii) it shall not exercise any such contribution rights unless and until the Obligations shall have been paid in full in cash (or, with respect to Letters of Credit, cash collateralized or supported by a letter of credit) and the Revolving Loan Commitments terminated.

(c) Nothing in this Section 13.5 shall affect any Borrower's joint and several liability to the Lender Group for the entire amount of its Obligations. Each Borrower Party covenants and agrees that its right to receive any contribution hereunder from a contributing Borrower Party shall be subordinate and junior in right of payment to all Obligations of the Borrowers to the Lender Group hereunder. No Borrower Party will exercise any rights that it may acquire by way of subrogation hereunder or under any other Loan Document or any Bank Product Document or at law by any payment made hereunder or otherwise, nor shall any Borrower Party seek or be entitled to seek any contribution or reimbursement from any other Borrower Party in respect of payments made by such Borrower Party hereunder or under any other Loan Document or under any Bank Product Document, until all amounts owing to the Lender Group on account of the Obligations are paid in full in cash (or, with respect to Letters of Credit, are either cash collateralized or supported by a letter of credit) and the Revolving Loan Commitments are terminated. If any amounts shall be paid to any Borrower Party on account of such subrogation or contribution rights at any time when all of the Obligations shall not have been paid in full, such amount shall be held by such Borrower Party in trust for the Lender Group segregated from other funds of such Borrower Party, and shall, forthwith upon receipt by such Borrower Party, be turned over to the Administrative Agent in the exact form received by such Borrower Party (duly endorsed by such Borrower Party to the Administrative Agent, if required), to be applied against the Obligations, whether matured or unmatured, as provided for herein.

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IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized officers, all as of the day and year first above written.

BORROWERS:

OXFORD INDUSTRIES, INC.

By: \_\_\_\_\_

Name:  
Title:

TOMMY BAHAMA GROUP, INC.

By: \_\_\_\_\_

Name:  
Title:

GUARANTORS:

BEN SHERMAN CLOTHING, INC.

By: \_\_\_\_\_

Name:  
Title:

LIONSHEAD CLOTHING COMPANY

By: \_\_\_\_\_

Name:  
Title:

OXFORD CARIBBEAN, INC.

By: \_\_\_\_\_

Name:  
Title:

CREDIT AGREEMENT

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OXFORD GARMENT, INC.

By: \_\_\_\_\_  
Name:  
Title:

OXFORD INTERNATIONAL, INC.

By: \_\_\_\_\_  
Name:  
Title:

OXFORD OF SOUTH CAROLINA, INC.

By: \_\_\_\_\_  
Name:  
Title:

PIEDMONT APPAREL CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

SFI OF OXFORD ACQUISITION CORPORATION

By: \_\_\_\_\_  
Name:  
Title:

TOMMY BAHAMA BEVERAGES, LLC

By: \_\_\_\_\_  
Name:  
Title:

CREDIT AGREEMENT

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TOMMY BAHAMA R&R HOLDINGS, INC.

By: \_\_\_\_\_  
Name:  
Title:

TOMMY BAHAMA TEXAS BEVERAGES, LLC  
By: Tommy Bahama Beverages, LLC, its sole member

By: \_\_\_\_\_  
Name:  
Title:

VIEWPOINT MARKETING, INC.

By: \_\_\_\_\_  
Name:  
Title:

OXFORD LOCKBOX, INC.

By: \_\_\_\_\_  
Name:  
Title:

CREDIT AGREEMENT

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ADMINISTRATIVE AGENT,  
ISSUING BANK AND LENDER:

SUNTRUST BANK, as the Administrative Agent, an Issuing Bank, a Lender  
and the Swing Bank

By: \_\_\_\_\_  
Name:  
Title:

CREDIT AGREEMENT

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Schedule 1(a)

Revolving Loan Commitments:

<u>Lender</u>	<u>Revolving Loan Commitment</u>	<u>Revolving Commitment Ratio</u>
SunTrust Bank	\$ 40,000,000	22.8571429%
Bank of America, N.A.	\$ 35,000,000	20.0000000%
JPMorgan Chase Bank, N.A.	\$ 15,000,000	8.5714286%
Israel Discount Bank of New York	\$ 10,000,000	5.7142857%
PNC Bank National Association	\$ 10,000,000	5.7142857%
Branch Banking & Trust Company	\$ 20,000,000	11.4285714%
Credit Suisse, Cayman Islands Branch	\$ 10,000,000	5.7142857%
Regions Bank	\$ 20,000,000	11.4285714%
UPS Capital Corporation	\$ 15,000,000	8.5714286%
<b>Totals</b>	<b>\$ 175,000,000</b>	<b>100%</b>

Letter of Credit Commitments:

<u>Issuing Bank</u>	<u>Letter of Credit Commitment</u>
SunTrust Bank	\$ 175,000,000
Bank of America, N.A.	\$ 175,000,000

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Schedule 1(b)

Permitted Liens

As of the Agreement Date, Parent and the Borrower Parties have some or all of the following bonds in effect. Unrecorded liens secured by such bonds may exist as of the Agreement Date.

<u>Dt Rec'd</u>	<u>Period</u>	<u>Description</u>	<u>Surety Bond #</u>	<u>Customs Bond #</u>
09/20/06	01/11/07 - 1/11/08	CF 301 Importer Broker 113.62 - Oxford/BS	051215013	990608275
09/19/06	01/11/07 - 1/11/08	CF 301 Importer Broker 113.62 - Reconciliation Rider - Oxford/BS	051215013	990608275
05/20/06	08/25/07 - 08/24/08	CF 301 - International Carrier	011494809	178813283
05/25/07	05/01/07 - 05/01/08	Non-Resident GST Bond - Powerhouse	100804584	
03/17/08	03/01/08 - 03/01/09	Customs Bond, RNW - SFI	104617802	
04/01/08	04/27/08 - 04/27/09	CF 301 Importer Broker 113.62 - TB	070405004	9907E1753
04/01/08	04/27/08 - 04/27/09	CF 301 Importer Broker 113.62 -Reconciliation Rider - TB	070405004	9907E1753
09/17/07	09/17/07 - 09/17/08	Oxford Ind., Inc. vs Commonwealth of PA Appeal Bond	104937884	
09/05/06	08/25/07 - 08/25/08	Sales and Use Tax Bond - BS Desert Passage	104796452	
07/09/07	07/27/07 - 07/27/08	Sales and Use Tax Bond - TB LV Boulevard	104041218	
07/09/07	07/27/07 - 07/27/08	Sales and Use Tax Bond - TB LV Fashion Show	104041219	
09/24/07	10/19/07 - 10/19/08	Sales and Use Tax Bond - TB Primm	104145178	
09/24/07	10/04/07 - 10/04/08	Sales and Use Tax Bond - TB Forum @ Caesar's	104322064	
09/24/07	10/04/07 - 10/04/08	Sales and Use Tax Bond - Indigo Palms @ Caesars	104322065	
12/05/07	11/19/07 - 11/19/08	Sales and Use Tax Bond - LV Town Center	105023392	
01/15/08	01/12/08 - 01/12/09	Utility Deposit Bond acct# 2909948	104416438	
04/01/08	04/25/08 - 04/25/09	TB Alcohol License Bond	104517903	



Schedule 1(c)

Certain Excluded Subsidiaries

Patch Licensing LLC  
Oxford Industries Foundation, Inc..

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Schedule L-1

Existing Letters of Credit

See attached as of the date set forth therein.

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**OXFORD INDUSTRIES, INC.**  
**OUTSTANDING LETTERS OF CREDIT**  
**As Of August 14, 2008**

	<u>TOTAL \$ OUTSTANDING</u>	<u>Issuing Country</u>
SUNTRUST BANK STANDBY L/C	\$ 2,808,022.82	USA
BANK OF AMERICA	2,430,484.06	USA
BANK OF AMERICA	9,493,787.65	HK
STANDARD CHARTERED	<u>1,955,534.73</u>	HK
TOTAL Oxford SBLC's	\$ 2,808,022.82	
TOTAL Oxford Trade LC's	<u>13,879,806.44</u>	
SUNTRUST BANK STANDBY L/C	<u>\$ 16,687,829.26</u>	

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SUNTRUST BANK

AS OF AUGUST 8, 2007

<u>REFERENCE</u>	<u>BENEFICIARY</u>	<u>AMOUNT OUTSTANDING</u>	<u>ISSUE DATE</u>	<u>EXPIRATION</u>
F503336	ACE AMERICAN INSURANCE COMPANY	\$ 434,711.00	5/20/2002	6/27/2009
F840821	11 WEST 42 REALTY INVESTORS, L.L.C.	\$ 86,471.00	3/17/2003	6/27/2009
F843377	HARTFORD FIRE INSURANCE COMPANY	\$ 1,560,000.00	6/24/2004	6/27/2009
F847642	428 WESTLAKE LLC	\$ 430,772.82	12/19/2005	11/14/2008
F848048	WV SUB, L.L.C.	\$ 190,000.00	3/1/2006	12/31/2008
F848671	TEACHERS INSURANCE ANNUITY	\$ 106,068.00	6/29/2006	12/31/2008
		<u>\$ 2,808,022.82</u>		

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**BANK OF AMERICA - USA**

<b>Beneficiary Country</b>	<b>Issue Date</b>	<b>Expiry Date</b>	<b>Outstanding Liability USD</b>
TAIWAN	05 Dec 2007	22 Sep 2008	173,743.47
VIETNAM	07 Jan 2008	21 Aug 2008	18,486.39
KOREA (SOUTH)	30 Jan 2008	22 Oct 2008	95,588.28
INDIA	19 May 2008	21 Oct 2008	49,344.21
TAIWAN	23 Jun 2008	22 Oct 2008	735,542.65
INDIA	09 Jul 2008	24 Nov 2008	145,788.96
Ely and Walker Subtotal:			<u>1,218,493.96</u>
CHINA	16 Jul 2008	01 Sep 2008	12,252.47
INDIA	24 Jul 2008	25 Aug 2008	84,975.00
INDIA	04 Aug 2008	05 Sep 2008	95,568.55
INDIA	14 Aug 2008	15 Sep 2008	88,798.88
Lanier Clothes Subtotal:			<u>281,594.90</u>
KOREA (SOUTH)	28 Jul 2008	03 Sep 2008	62,819.93
	11 Aug 2008	11 Aug 2009	64,900.95
	11 Aug 2008	11 Aug 2009	73,264.80
HONG KONG	30 Jun 2008	31 Jul 2008	282,426.38
HONG KONG	30 Jun 2008	09 Aug 2008	29,423.05
HONG KONG	30 Jun 2008	31 Jul 2008	1,468.44
HONG KONG	30 Jun 2008	06 Sep 2008	258,854.30
HONG KONG	28 Jul 2008	28 Aug 2008	116,466.11
HONG KONG	28 Jul 2008	30 Aug 2008	14,097.04
HONG KONG	06 Aug 2008	13 Sep 2008	26,674.20
Tommy Bahama Subtotal:			<u>930,395.20</u>
		<b>GRAND TOTAL</b>	<b>\$ <u>2,430,484.06</u></b>

**BANK OF AMERICA - HONG KONG**

<b>Issue Date</b>	<b>Expiry Date</b>	<b>Maturity Date</b>	<b>Cur</b>	<b>O/S Amount (USD)</b>
26-Feb-08	23-Aug-08	—	USD	34,518.74
26-Feb-08	20-Aug-08	—	USD	31,017.84
26-Feb-08	26-Jun-08	—	USD	28,210
03-Mar-08	10-Aug-08	—	USD	23,574.20
31-Mar-08	05-Sep-08	—	USD	228,961.97
14-Apr-08	04-Aug-08	—	USD	18,613.23
17-Apr-08	16-Jul-08	—	USD	64,800
21-Apr-08	02-Sep-08	—	USD	23,474.80
25-Apr-08	19-Aug-08	—	USD	108,844.92
06-May-08	10-Sep-08	—	USD	49,735.46
08-May-08	07-Aug-08	—	USD	134,337.67
13-May-08	01-Aug-08	—	USD	4.02
13-May-08	10-Aug-08	—	USD	17,405.22
13-May-08	21-Sep-08	—	USD	46,355.36
15-May-08	17-Aug-08	—	USD	27,417.69
15-May-08	08-Sep-08	—	USD	102,088.56
15-May-08	05-Sep-08	—	USD	185,358.86
15-May-08	16-Sep-08	—	USD	111,101.90
15-May-08	06-Oct-08	—	USD	58,644.58
16-May-08	15-Aug-08	—	USD	935,428.29
20-May-08	23-Aug-08	—	USD	231,559.02
21-May-08	11-Aug-08	—	USD	32,592.11
27-May-08	25-Aug-08	—	USD	118,399.28
30-May-08	12-Aug-08	—	USD	270,060.90
03-Jun-08	05-Aug-08	—	USD	21,446.78
05-Jun-08	05-Aug-08	—	USD	97,115.94
06-Jun-08	14-Oct-08	—	USD	94,946.78

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06-Jun-08	06-Oct-08	—	USD	408,060.40
13-Jun-08	22-Aug-08	—	USD	29,352
20-Jun-08	20-Aug-08	—	USD	58,858.30
24-Jun-08	16-Aug-08	—	USD	30,805.01
25-Jun-08	16-Aug-08	—	USD	26,723.08
25-Jun-08	05-Sep-08	—	USD	5,327.70
26-Jun-08	22-Aug-08	—	USD	23,790.38
08-Jul-08	27-Aug-08	—	USD	11,258.97
09-Jul-08	06-Oct-08	—	USD	3,649,067.94
09-Jul-08	05-Sep-08	—	USD	35,884.80
18-Jul-08	30-Sep-08	—	USD	117,918.05
24-Jul-08	10-Oct-08	—	USD	168,882.89
24-Jul-08	05-Sep-08	—	USD	326,584.16
29-Jul-08	22-Sep-08	—	USD	13,431.23
05-Aug-08	26-Sep-08	—	USD	40,371.71
05-Aug-08	10-Oct-08	—	USD	184,283.76
05-Aug-08	17-Nov-08	—	USD	28,680.75
05-Aug-08	17-Dec-08	—	USD	53,120.16
05-Aug-08	10-Dec-08	—	USD	48,264.56
07-Aug-08	02-Dec-08	—	USD	20,390.50
12-Aug-08	16-Sep-08	—	USD	7,546.50
12-Aug-08	14-Oct-08	—	USD	140,180.45
13-Aug-08	14-Oct-08	—	USD	937,435.97
14-Aug-08	29-Jan-09	—	USD	18,680.08
14-Aug-08	10-Oct-08	—	USD	12,874.18
				<b>9,493,787.65</b>

**STANDARD CHARTERED BANK - HONG KONG**

AS OF AUGUST 14, 2008

<b>BENEFICIARY</b>	<b>COUNTRY OF ORIGIN</b>	<b>CCY</b>	<b>DEAL AMOUNT</b>	<b>TENOR DAYS</b>	<b>TRANSACTION DATE</b>	<b>DUE DATE</b>
DOW MERCHANDISING CO., LTD.	VIETNAM	USD	19,770.13	0	08/Aug/08	22/Sep/08
NINGBO SUNRISE TEXTILE DYEING	CHINA	USD	141,141.00	0	08/Aug/08	19/Sep/08
CONCORDE GARMENTS LTD.	BANGLADESH	USD	770,282.22	0	11/Aug/08	17/Dec/08
CONCORDE GARMENTS LTD.	BANGLADESH	USD	393,772.34	0	11/Aug/08	15/Dec/08
COLLTEX GARMENT MFY (HK) CO.,	VIETNAM	USD	416,598.00	0	12/Aug/08	10/Nov/08
MOHAMMADI GROUP LTD.	BANGLADESH	USD	152,913.60	0	14/Aug/08	15/Dec/08
DRESSMEN GARMENTS LTD	BANGLADESH	USD	61,057.44	0	14/Aug/08	11/Dec/08
			<b>1,955,534.73</b>			

## Schedule P-1(c)

HSBC Letters of Credit

See attached as of the date set forth therein.

## HSBC Letters of Credit

**Oxford Industrial Inc DC Outstanding as at 15Aug2008**

<b>DC Number</b>	<b>Customer Reference</b>	<b>Beneficiary's name</b>	<b>Date of Issue</b>		<b>O/S Amount</b>	<b>Date of expiry</b>	<b>Beneficiary Country</b>
DCBHKH645942	HK2044-S2S1	SINHA INDUSTRIES LTD	1/15/2008	USD	391,488.76	10/8/2008	BANGLADESH
DCBHKH645960	HK2062-70D1	ELITE GARMENTS INDUSTRIES LTD.	3/11/2008	USD	163,374.03	9/17/2008	BANGLADESH
DCBHKH645962	HK2064-K5D1	CONCORDE GARMENTS LTD.	3/13/2008	USD	61,518.41	8/28/2008	BANGLADESH
DCBHKH645964	HK2066-70D1	DRESSMEN APPARELS LTD.	3/13/2008	USD	55,490.54	8/27/2008	BANGLADESH
DCBHKH645969	HK2071-S2D1	DRESSMEN GARMENTS LTD	3/25/2008	USD	160,033.77	8/21/2008	BANGLADESH
DCBHKH645971	HK2073-E7D1	CONCORDE GARMENTS LTD.	4/9/2008	USD	133,934.76	9/5/2008	BANGLADESH
DCBHKH645972	HK2074-C3L1	ZXY INTERNATIONAL FZCO	4/10/2008	USD	24,211.32	8/10/2008	U.A.E.
DCBHKH645973	HK2075-S2D1	DRESSMEN GARMENTS LTD	4/11/2008	USD	15,245.69	9/12/2008	BANGLADESH
DCBHKH645974	HK2076-S2S1	SINHA INDUSTRIES LTD	4/11/2008	USD	110,023.33	8/20/2008	BANGLADESH
DCBHKH645975	HK2077-E7D1	CONCORDE GARMENTS LTD.	4/15/2008	USD	407,437.47	8/27/2008	BANGLADESH
DCBHKH645977	HK2079-E7D1	MOHAMMADI GROUP LTD.	4/16/2008	USD	275,252.65	8/19/2008	BANGLADESH
DCBHKH645978	HK2080-E7D1	CONCORDE GARMENTS LTD.	4/18/2008	USD	175,368.27	9/3/2008	BANGLADESH
DCBHKH645979	HK2081-H7L1	ZXY INTERNATIONAL FZCO	4/24/2008	USD	43,650.00	9/11/2008	U.A.E.
DCBHKH645980	HK2082-E7D1	CONCORDE GARMENTS LTD.	4/29/2008	USD	134,383.48	8/20/2008	BANGLADESH
DCBHKH645981	HK2083-E7D1	ELITE GARMENTS INDUSTRIES LTD.	5/8/2008	USD	197,714.33	10/1/2008	BANGLADESH
DCBHKH645982	HK2084-70D1	DRESSMEN APPARELS LTD.	5/9/2008	USD	51,464.70	10/22/2008	BANGLADESH
DCBHKH645983	HK2085-S2D1	DRESSMEN GARMENTS LTD	5/14/2008	USD	92,936.56	9/25/2008	BANGLADESH
DCBHKH645984	HK2086-E7D1	MOHAMMAD I GROUP LTD.	5/14/2008	USD	240,196.80	8/19/2008	BANGLADESH



<b>DC Number</b>	<b>Customer Reference</b>	<b>Beneficiary's name</b>	<b>Date of Issue</b>		<b>O/S Amount</b>	<b>Date of expiry</b>	<b>Beneficiary Country</b>
DCBHKH645985	HK2087-K5D1	CONCORDE GARMENTS LTD.	5/15/2008	USD	210,069.05	10/30/2008	BANGLADESH
DCBHKH645986	HK2088-E7D1	ELITE GARMENTS INDUSTRIES LTD.	5/16/2008	USD	54,021.24	10/1/2008	BANGLADESH
DCBHKH645987	HK2089-E7D1	CONCORDE GARMENTS LTD.	5/21/2008	USD	156,377.73	10/15/2008	BANGLADESH
DCBHKH645988	HK2090-G1L1	W+F EX- UND IMPORT GMBH	5/22/2008	USD	109,391.31	10/6/2008	GERMANY
DCBHKH645989	HK2091-G1L1	W+F EX- UND IMPORT GMBH	5/22/2008	USD	33,555.00	10/6/2008	GERMANY
DCBHKH645990	HK2092-E7D1	MOHAMMADI GROUP LTD.	5/26/2008	USD	86,695.01	10/7/2008	BANGLADESH
DCBHKH645991	HK2093-70D1	ELITE GARMENTS INDUSTRIES LTD.	5/28/2008	USD	116,187.58	11/26/2008	BANGLADESH
DCBHKH645992	HK2094-E7D1	ELITE GARMENTS INDUSTRIES LTD.	5/28/2008	USD	379,416.19	9/24/2008	BANGLADESH
DCBHKH645993	HK2095-E7D1	ELITE GARMENTS INDUSTRIES LTD.	5/28/2008	USD	27,921.60	8/26/2008	BANGLADESH
DCBHKH645994	HK2096-S2D1	DRESSMEN GARMENTS LTD	6/4/2008	USD	33,559.00	8/20/2008	BANGLADESH
DCBHKH645995	HK2097-E7D1	TULIP GARMENTS LTD.	6/6/2008	USD	888,464.70	9/20/2008	BANGLADESH
DCBHKH645996	HK2098-E7D1	TULIP GARMENTS LTD.	6/6/2008	USD	906,058.80	9/20/2008	BANGLADESH
DCBHKH645997	HK2099-E7D1	ELITE GARMENTS INDUSTRIES LTD.	6/12/2008	USD	371,031.75	11/12/2008	BANGLADESH
DCBHKH645998	HK2100-E7D1	ELITE GARMENTS INDUSTRIES LTD.	6/12/2008	USD	278,708.11	11/1/2008	BANGLADESH
DCBHKH645999	HK2101-E7D1	CONCORDE GARMENTS LTD.	6/24/2008	USD	136,870.44	10/21/2008	BANGLADESH
DCBHKH646000	HK2102-S2D1	DRESSMEN GARMENTS LTD	6/24/2008	USD	190,541.11	11/5/2008	BANGLADESH
DCBHKH646001	HK2103-E7D1	CONCORDE GARMENTS LTD	6/27/2008	USD	49,496.88	10/28/2008	BANGLADESH
DCBHKH646002	HK2104-D1D1	DRESSMEN GARMENTS LTD	7/9/2008	USD	132,653.24	10/9/2008	BANGLADESH
DCBHKH646003	HK2104-D1D1	DRESSMEN GARMENTS LTD	7/11/2008	USD	132,532.71	10/21/2008	BANGLADESH
DCBHKH646004	HK2106-E7D1	ELITE GARMENTS INDUSTRIES LTD.	7/15/2008	USD	7,131.72	10/15/2008	BANGLADESH

DC Number	Customer Reference	Beneficiary's name	Date of Issue		O/S Amount	Date of expiry	Beneficiary Country
DCBHKH646005	HK21 07-E7D1	ELITE GARMENTS INDUSTRIES LTD.	7/16/2008	USD	158,331.60	11/19/2008	BANGLADESH
DCBHKH646006	HK2108-E7D1	CONCORDE GARMENTS LTD.	7/16/2008	USD	82,715.78	11/19/2008	BANGLADESH
DCBHKH646007	HK2109-E7D1	ELITE GARMENTS INDUSTRIES LTD.	7/30/2008	USD	26,889.82	11/5/2008	BANGLADESH
			<b>TOTAL</b>	<b>USD</b>	<b>7,313,345.24</b>		

**Oxford Industrial Inc Outstanding Bills as at 15Aug2008**

Applicant's Name	Beneficiary's name	DC Number	Customer Reference	Bill Reference	O/S Amount	Negot Bank Country
OXFORD INDUSTRIES INC.,	CONCORDE GARMENTS LTD.	DCBHKH 645971	HK2073- E7D1	BABOXF898645HKH	USD 95,593.20	BANG
OXFORD INDUSTRIES INC.,	SINHA INDUSTRIES LTD	DCBHKH 645970	HK2073-S2S1	BABOXF898719HKH	USD 66,652.56	BANG
OXFORD INDUSTRIES INC.,	SINHA INDUSTRIES LTD	DCBHKH 645974	HK2076-S2S1	BABOXF898887HKH	USD 88,900.56	BANG
OXFORD INDUSTRIES INC.,	SINHA INDUSTRIES LTD	DCBHKH 645942	HK2044-S2S1	BABOXF898889HKH	USD 162,178.26	BANG
OXFORD INDUSTRIES INC.,	SINHA INDUSTRIES LTD	DCBHKH 645942	HK2044-S2S1	BABOXF898941HKH	USD 68,419.50	BANG
OXFORD INDUSTRIES INC.,	CONCORDE GARMENTS LTD.	DCBHKH 645975	HK2077- E7D1	BABOXF898888HKH	USD 210,269.46	BANG
OXFORD INDUSTRIES INC.,	CONCORDE GARMENTS LTD.	DCBHKH 645978	HK2080- E7D1	BABOXF898917HKH	USD 138,269.94	BANG
OXFORD INDUSTRIES INC.,	CONCORDE GARMENTS LTD.	DCBHKH 645975	HK2077- E7D1	BABOXF898923HKH	USD 232,381.62	BANG

OXFORD INDUSTRIES INC.,	SINHA INDUSTRIES LTD	DCBHKH 645942	HK2044-S2S1	BABOXF898972HKH	USD	154,662.92	BANG
				<b>TOTAL</b>	<b>USD</b>	<b>1,217,328.02</b>	

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SCHEDULES TO THE  
SECOND AMENDED AND RESTATED CREDIT AGREEMENT

by and among

OXFORD INDUSTRIES, INC. and  
TOMMY BAHAMA GROUP, INC.,  
as the Borrowers,

The Persons party thereto as the Guarantors,

The financial institutions party hereto as the Lenders,

The financial institutions party thereto,  
as the Issuing Banks,

SUNTRUST BANK,  
as the Administrative Agent,

BANK OF AMERICA, N.A.,  
as Syndication Agent,

and

SUNTRUST ROBINSON HUMPHREY, INC.,  
as Lead Arranger and Bookrunner

As of August 15, 2008

Certain information set forth in these Schedules has been included and disclosed solely for informational purposes and may not be required to be disclosed pursuant to the terms and conditions of the Second Amended and Restated Credit Agreement, dated as of August 15, 2008 (the "Agreement"), by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"); together with Parent, each referred to individually as a "Borrower" and, collectively, as the "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Lenders, the financial institutions party thereto as the Issuing Banks, Bank of America, N.A., as Syndication Agent, and SunTrust Bank, as the Administrative Agent. No information so included and disclosed shall be deemed to establish a standard of materiality or otherwise be used to determine whether such information or any other information is material.

Capitalized terms used but not defined in the Schedules shall have the meanings ascribed to them in the Agreement.

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Schedule 5.1(c)-1

Subsidiaries

<u>Subsidiary</u>	<u>Domestic or Foreign Subsidiary</u>	<u>Jurisdiction of Incorporation or Formation</u>	<u>Percentage of Ownership</u>	<u>Qualifications</u>	<u>Other Names</u>	<u>Authorized and Issued Equity</u>
Oxford International, Inc.	Domestic	Georgia	100% owned by Parent	N/A	N/A	Authorized to issue 100,000 shares, \$1.00 par value per share, 100,000 of which are issued and outstanding
Ben Sherman Clothing, Inc.	Domestic	Georgia	100% owned by Parent	California, Florida, Nevada, New Hampshire, New Jersey, New York, North Carolina, Pennsylvania, Massachusetts and Texas	Oxford Clothing Corporation	Authorized to issue 1,000 shares, \$1.00 par value per share, 1,000 of which are issued and outstanding
Oxford Garment, Inc.	Domestic	Delaware	100% owned by Parent	N/A	N/A	Authorized to issue 3,000 shares, \$1.00 par value per share, 3,000 of which are issued and outstanding
Piedmont Apparel Corporation	Domestic	Delaware	100% owned by Parent	N/A	Airman Shirt Co., Ltd.	Authorized to issue 1,500 shares, \$1.00 par value per share, 1,500 of which are issued and outstanding
Lionshead Clothing Company	Domestic	Delaware	100% owned by Parent	N/A	Manchester Shirts, Inc.	Authorized to issue 1,500 shares, \$1.00 par value per share, 1,500 of which are issued and outstanding
Oxford Caribbean, Inc.	Domestic	Delaware	100% owned by Parent	N/A	N/A	Authorized to issue 3,000 shares, \$1.00 par value per share, 3,000 of which are issued and outstanding
Oxford Private Limited of Delaware, Inc.	Foreign	Delaware	100% owned by Parent	N/A	N/A	Authorized to issue 1,500 shares, \$1.00 par value per share, 1,500 of which are issued and outstanding

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<b>Subsidiary</b>	<b>Domestic or Foreign Subsidiary</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Percentage of Ownership</b>	<b>Qualifications</b>	<b>Other Names</b>	<b>Authorized and Issued Equity</b>
Oxford Lockbox, Inc.	Domestic	Delaware	100% owned by Parent			Authorized to issue 1,000 shares, \$1.00 par value per share, 1,000 of which are issued and outstanding
SFI of Oxford Acquisition Corporation	Domestic	Delaware	100% owned by Parent	California, Georgia, Illinois, New York, and Virginia	Arnold Brant	Authorized to issue 1,000 shares, \$1.00 par value per share, 1,000 of which are issued and outstanding
Tommy Bahama Group, Inc.	Domestic	Delaware	100% owned by Parent	Washington, Illinois and New York	Viewpoint International, Inc., Tommy Bahama Golf, Indigo Palms, Island Soft, and Tommy Bahama Relax	Authorized to issue 5,000 shares Class A Common Stock \$.001 par value of which 2,125 shares are issued and outstanding.
Tommy Bahama R&R Holdings, Inc.	Domestic	Delaware	100% owned by TBG	Alabama, Arizona, California, Colorado, Connecticut, Florida, Georgia, Hawaii, Indiana, Maryland, Massachusetts, Michigan, Minnesota, Missouri, Nevada, New Jersey, New York, North Carolina, Oregon, South Carolina, Texas, Virginia and Washington(1)	See attached.	Authorized to issue 100 shares of capital stock, \$1.00 par value per share, 100 of which are issued and outstanding

(1) Note: Not currently qualified to do business in Illinois.

<b>Subsidiary</b>	<b>Domestic or Foreign Subsidiary</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Percentage of Ownership</b>	<b>Qualifications</b>	<b>Other Names</b>	<b>Authorized and Issued Equity</b>
Tommy Bahama Beverages, LLC	Domestic	Delaware	100% owned by Tommy Bahama R&R Holdings, Inc.	Arizona, California Hawaii and Nevada	N/A	N/A
Viewpoint Marketing, Inc.	Domestic	Florida	100% owned by Parent	Florida	N/A	Authorized to issue 1,000 shares, \$1.00 par value per share.
Oxford of South Carolina, Inc.	Domestic	South Carolina	100% owned by Parent	Florida and New York	(purchased all of the assets of Next Day Apparel, Inc.)	Authorized to issue 100,000 shares, \$1.00 par value per share, 100,000 of which are issued and outstanding
Tommy Bahama Texas Beverages, LLC	Domestic	Texas	100% owned by Tommy Bahama Beverages, LLC	N/A	N/A	N/A
Ben Sherman Australia (Pty) Ltd.	Foreign	Australia	100% owned by Ben Sherman Group Limited	N/A	N/A	2 ordinary shares, AUD 1.00 per share, are authorized, issued and outstanding
Oxford de Colon, S.A.	Foreign	Costa Rica	100% ownership by Oxford International, Inc.	N/A	N/A	There are 10 shares, \$1.00 par value per share, issued and outstanding

<b>Subsidiary</b>	<b>Domestic or Foreign Subsidiary</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Percentage of Ownership</b>	<b>Qualifications</b>	<b>Other Names</b>	<b>Authorized and Issued Equity</b>
Oxford Internacional de Guatemala Sociedad Anonima	Foreign	Guatemala	99% owned by Oxford International, Inc. and 1% owned by Linda Green	N/A	N/A	There are 1,000 shares, \$1.00 par value per share, issued and outstanding
Q.R. Fashions S. de R.L.	Foreign	Honduras	100% owned by Oxford Caribbean, Inc.	N/A	N/A	There are 5,000 shares, \$1.00 par value per shares, issued and outstanding
Industrias Lanier De Honduras S. de R.L.	Foreign	Honduras	50% owned by Parent and 50% owned by Oxford Caribbean, Inc.	N/A	N/A	There are 5,000 shares, \$1.00 par value per shares, are issued and outstanding
Oxford Products (International) Limited	Foreign	Hong Kong	Over 99% owned by Parent (holds 149,999 shares) and fractional percentage owned by Oxford International, Inc. (holds 1 share)	N/A	N/A	Authorized to issue 3,000,000 shares, HK\$1.00 par value per share, 150,000 shares of which are issued and outstanding

<b>Subsidiary</b>	<b>Domestic or Foreign Subsidiary</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Percentage of Ownership</b>	<b>Qualifications</b>	<b>Other Names</b>	<b>Authorized and Issued Equity</b>
Tommy Bahama Global Sourcing Limited	Foreign	Hong Kong	100% owned by Oxford Products (International) Limited	N/A	Oxford Apparel (HK) Limited and Top Candor Limited	Authorized to issue 10,000 shares, par value HK\$1.00 per share, 100 shares of which are issued and outstanding
Maxsend Trading Limited	Foreign	Hong Kong	100% owned by Tommy Bahama Global Sourcing Limited	N/A	N/A	Authorized to issue 100,000 shares, par value HK\$1.00 per share, 100,000 shares of which are issued and outstanding
Camisas Bahia Kino S.A. de C.V.	Foreign	Mexico	100% owned by Parent	N/A	N/A	There are 88,000 shares, \$1.00 par value per share, authorized 1,100 of which are issued and outstanding (100 Series A and 1000 Series B)
Manufacturera de Sonora, S.A. de CV	Foreign	Mexico	99% owned by Parent and 1% owned by Oxford International, Inc.	N/A	N/A	There are 100 shares of Series B Shares, \$1.00 par value per share, and 10,949 Series B-1 shares, \$1.00 par value per share, issued and outstanding
Industrias Oxford de Merida, S.A. de CV	Foreign	Mexico	99% owned by Oxford Products (International) Limited and 1% owned by Parent	N/A	Merox Apparel International Limited	There are 1,000 Series A Shares, \$1.00 par value per share, and 10,235,362 Series B Shares, \$1.00 par value per share, issued and outstanding



<b>Subsidiary</b>	<b>Domestic or Foreign Subsidiary</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Percentage of Ownership</b>	<b>Qualifications</b>	<b>Other Names</b>	<b>Authorized and Issued Equity</b>
Oxford Philippines, Inc.	Foreign	The Philippines	3.74% owned by Parent, (holds 24,995 shares) 96.25% owned by Oxford Products (International) Limited and fractional percentages held by various individuals	N/A	N/A	There are 667,465 shares, \$1.00 par value per share, issued and outstanding
Oxford of Europe	Foreign	The United Kingdom	100% owned by Parent	N/A	N/A	There are 2 shares, \$1.00 par value per share, issued and outstanding
Ben Sherman Holdings Limited	Foreign	The United Kingdom	100% owned by Oxford Private Limited of Delaware	N/A	Oxford Industries (UK1) Limited	There is one share of £ 0.01 per share issued with 100,000,000 shares authorized capital
Oxford Industries (UK2) Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Holdings Limited	N/A	N/A	There is one share of £ 0.01 per share issued with 100,000,000 shares authorized capital
Oxford Industries (UK3) Limited	Foreign	The United Kingdom	100% owned by Oxford Industries (UK2) Limited	N/A	N/A	There is one share of £ 0.01 per share with 100,000,000 shares authorized capital

<b>Subsidiary</b>	<b>Domestic or Foreign Subsidiary</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Percentage of Ownership</b>	<b>Qualifications</b>	<b>Other Names</b>	<b>Authorized and Issued Equity</b>
Ben Sherman Limited	Foreign	The United Kingdom	100% owned by Oxford Industries (UK3) Limited	N/A	N/A	Authorized to issue 66,667 ordinary shares, £ 1 per share, 66,667 of which are issued and outstanding, authorized to issue 228,033 A ordinary shares, £ 0.01 per share, 214,619 of which are issued and outstanding and authorized to issue 55,300 B ordinary shares, £ 0.01 per share, 52,047 of which are issued and outstanding
Ben Sherman Group Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Limited	N/A	N/A	Authorized to issue 2,913,622 ordinary shares, £ 1 per share, 832,104 of which are issued and outstanding
Textile Caledonia Investments Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Group Limited	N/A	N/A	Authorized to issue 100,000 ordinary shares, £ 1 per share, 10,000 of which are issued and outstanding
Sherman Cooper Marketing Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Group Limited	N/A	N/A	Authorized to issue 1,000 ordinary shares, £ 1 per share, 100 of which are issued and outstanding
Ben Sherman (Manufacturing) Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Group Limited	N/A	N/A	Authorized to issue 10,000 ordinary shares, £ 1 per share, 2 of which are issued and outstanding
Ben Sherman (Lurgan) Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Group Limited	N/A	N/A	Authorized to issue 10,000 ordinary shares, £ 1 per share, 2 of which are issued and outstanding
The Branded Shirt Co. Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Group Limited	N/A	N/A	Authorized to issue 1,000 ordinary shares, £ 1 per share, 2 of which are issued and outstanding

<b>Subsidiary</b>	<b>Domestic or Foreign Subsidiary</b>	<b>Jurisdiction of Incorporation or Formation</b>	<b>Percentage of Ownership</b>	<b>Qualifications</b>	<b>Other Names</b>	<b>Authorized and Issued Equity</b>
Neal and Cooper Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Group Limited	N/A	N/A	Authorized to issue 1,000 ordinary shares, £ 1 per share, 2 of which are issued and outstanding
Dunkeld Fashions Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Group Limited	N/A	N/A	Authorized to issue 1,000 ordinary shares, £ 1 per share, 2 of which are issued and outstanding
Tern Shirts Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Group Limited	N/A	N/A	Authorized to issue 1,000 ordinary shares, £ 1 per share, 2 of which are issued and outstanding
Slix Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Group Limited	N/A	N/A	Authorized to issue 1,000 ordinary shares, £ 1 per share, 2 of which are issued and outstanding
Rodeo International Limited	Foreign	The United Kingdom	100% owned by Ben Sherman Group Limited	N/A	N/A	Authorized to issue 100,000 ordinary shares, £ 1 per share, 100,000 of which are issued and outstanding

The following names have been used by Tommy Bahama R&R Holdings, Inc. (or by entities which have been merged into Tommy Bahama R&R Holdings, Inc.) within the past five years:

Tommy Bahama Ala Moana  
Tommy Bahama Atlantic City  
Tommy Bahama Austin  
Tommy Bahama Biltmore  
Tommy Bahama Birmingham  
Tommy Bahama Boca Raton  
Tommy Bahama's Tropical Café & Emporium  
Tommy Bahama Café Emporium  
Tommy Bahama Charleston  
Tommy Bahama Cherry Creek  
Tommy Bahama Dallas  
Tommy Bahama Dallas Galleria  
Tommy Bahama Farmers Market  
Tommy Bahama's Island Grille  
Tommy Bahama Kansas City  
Tommy Bahama La Jolla  
Tommy Bahama Las Olas  
Tommy Bahama Las Vegas  
Tommy Bahama Las Vegas Fashion Show  
Tommy Bahama Las Vegas Forum  
Tommy Bahama Manhattan Village  
Tommy Bahama Mauna Lani  
Tommy Bahama Mission Viejo  
Tommy Bahama Myrtle Beach  
Tommy Bahama Newport Beach  
Tommy Bahama North Scottsdale  
Tommy Bahama Orlando  
Tommy Bahama Palm Beach Gardens  
Tommy Bahama Palm Desert  
Tommy Bahama Palo Alto  
Tommy Bahama Pasadena  
Tommy Bahama Phipps Plaza  
Tommy Bahama Primm  
Tommy Bahama Relax  
Tommy Bahama San Diego Fashion Valley  
Tommy Bahama San Jose  
Tommy Bahama Sarasota  
Tommy Bahama South Park  
Tommy Bahama St. Augustine  
Tommy Bahama Troy  
Tommy Bahama Tucson  
Tommy Bahama Tysons Galleria  
Tommy Bahama Wailea  
Tommy Bahama Walnut Creek  
Tommy Bahama Whalers Village  
Tommy Bahama Woodbury Commons  
Tommy Bahama International Plaza  
Tommy Bahama Short Hills  
Tommy Bahama Wellington Green  
Tommy Bahama Woodlands  
Tommy Bahama Womens Swimwear  
Tommy Bahama Golf  
Indigo Palms Fashion Island  
Indigo Palms Las Vegas Forum  
Indigo Palms Santana Row  
Indigo Palms Las Olas

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Schedule 5.1(c)-2

Partnerships / Joint Ventures

JiangSu Oxford-Sainty Garment Manufacturing Ltd. is a Chinese company in which Oxford Products (International) Ltd. owns a 25% interest.

See Schedule 1(c) (Certain Excluded Subsidiaries): Piedmont Apparel Corporation owns a 2/3 membership interest in Patch Licensing LLC.

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Schedule 5.1(d)

Outstanding Capital Stock Ownership

Equity Interests:

1. Number of Authorized and Issued and Outstanding Equity Interests
    - As of August 5, 2008, (i) Parent was authorized to issue 90,000,000 shares of capital stock, of which 60,000,000 are common stock, \$1 .00 par value per share, and 30,000,000 are preferred stock, \$1.00 par value per share and (ii) there were issued and outstanding 15,860,277 shares of common stock, par value \$1.00 per share, of Parent.
    - See Schedule 5.1(c)-1 with respect to the authorized and issued and outstanding Equity Interests of the Borrower Parties (other than Parent) and their Subsidiaries.
  2. Ownership of Equity Interests:
    - See Schedule 5.1(c)-1 with respect to the ownership of the Equity Interests of each Borrower Party (other than Parent) and each Subsidiary of a Borrower Party.
  3. Stock or Securities Convertible Into or Exchangeable for Shares of Equity Interests, Preemptive or Similar Rights to Subscribe for or to Purchase, and Other Rights to Subscribe for or to Purchase, and Options for the Purchase of, and Agreements Providing for the Issuance (Contingent or Otherwise) of, and Calls, Commitments, or Claims of any Character relating to, Equity Interests or Stock or Securities Convertible Into or Exchangeable for Equity Interests of a Borrower party or a Subsidiary of a Borrower Party:
    - As of August 1, 2008, there were options to purchase 217,265 shares of common stock, par value \$1.00 per share, of Parent outstanding. Of the options outstanding as of such date, options to purchase 176,445 shares of common stock, par value \$1.00 per share, of Parent were vested, with a weighted average exercise price of approximately \$23.93 per share. The unvested options to purchase 40,820 shares of common stock, par value \$1.00 per share, of Parent had a weighted average exercise price of approximately \$29.50 per share.
    - As of August 2, 2008, there were 3,204 restricted share units outstanding under the Oxford Industries, Inc. Long-Term Stock Incentive Plan. Each restricted share unit entitles the recipient to one share of common stock, par value \$1.00 per share, of Parent, subject to satisfaction of certain vesting conditions.
  4. Obligations (Contingent or Otherwise) to Repurchase or Otherwise Acquire or Retire Shares of Equity Interests or to Register Shares of Equity Interests, and Agreements Restricting the Transfer of any Shares of a Borrower Party's or a Subsidiary of a Borrower Party's Equity Interests:
-

- Among the outstanding Equity Interests of Parent as of August 2, 2008, there were 391,994 shares of common stock, par value \$1.00 per share, of Parent outstanding with restrictions on transfer and subject to further vesting conditions.
  - Restricted stock of Parent described above is subject to repurchase, at the election of the holder thereof, by Parent for purposes of satisfying tax withholding obligations.
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Schedule 5.1(h)

Material Contracts

Material Contracts:

Indenture Agreement dated May 16, 2003 among Parent, the Guarantors party thereto and SunTrust Bank.

Supplemental Indenture Agreement No. 1 dated June 13, 2003 among Parent, the Guarantors party thereto and SunTrust Bank.

Supplemental Indenture Agreement No. 2 dated July 28, 2004 among the Guarantors, Parent and Sun Trust Bank.

Supplemental Indenture Agreement No. 3 dated December 30, 2004 among the Guarantors, Parent and SunTrust Bank.

Letter Agreement, dated November 8, 2007, between Parent and Bank of America, N.A. relating to an Issuer Forward Repurchase Transaction.

Amendment, dated November 9, 2007, between Parent and Bank of America, N.A. to Letter Agreement relating to an Issuer Forward Repurchase Transaction.

Material Contracts Requiring Consent to the Granting of a Lien:

None.

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Schedule 5.1(i)

Labor Matters

None.

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Schedule 5.1(j)

Labor Matters

1. The consolidated Federal income tax return of Parent and its Subsidiaries for the fiscal year ended June 2, 2006 is currently under audit by the IRS. The audit is ongoing and no adjustments have been proposed to date.
2. Parent is being audited by New York City for corporate income/franchise tax for the fiscal year ended May 30, 2003. No adjustment has been proposed to date. The estimated tax liability of \$171,000 for a known issue has been fully accrued for financial purposes.
3. Parent has been assessed additional income and franchise the fiscal years May 2002 — May 2004 by the State of Pennsylvania. The assessment has been appealed; however, the assessed tax amount of \$227,000 has been fully accrued.

The State of Pennsylvania has also asserted that Parent owes income and franchise taxes for years prior to those under audit, for which no returns were filed. The State of Pennsylvania has assessed approximately \$45,000 in tax to date, which Parent has paid; however, there is potential for additional assessment. With the assistance of outside counsel, Parent is working with the State of Pennsylvania to resolve this matter.

4. Parent has been assessed additional business and occupation tax by the State of Washington for the period 1/01/03 — 12/31/06. Portions of the assessment have been appealed, and Parent has accrued the final expected assessment amount of \$120,000.
5. A Canadian GST audit is in progress for SFI of Oxford Acquisition Corporation for the period June 2006 — Dec. 2007. Requested documentation has been provided, and neither Parent nor SFI of Oxford Acquisition Corporation has been advised of any potential adjustments.
6. TBG is under audit by the State of Washington for sales, use and business and occupation tax. Parent and TBG are still in the process of providing documentation.
7. Tommy Bahama R&R Holdings, Inc. is being audited for sales tax by the State of Florida for the period 10/01/05 — 09/30/05. A tentative assessment has been issued for additional tax of \$99,500. Tommy Bahama R&R Holdings, Inc. has paid \$33,600 of the assessment and anticipates significant reduction of the remaining assessment upon providing additional documentation to the State of Illinois.
8. The following sales tax audits have been initiated, but have not yet produced any proposed assessments:

<u>Governmental Authority</u>	<u>Borrower Party or Subsidiary</u>	<u>Period in Question</u>
State of Illinois	Tommy Bahama R&R Holdings,	July 2005 — December

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	Inc.	2007
State of Georgia	Tommy Bahama R&R Holdings, Inc.	Not Determined
State of Texas	Tommy Bahama R&R Holdings, Inc.	November 2004 — January 2008
State of New York	Tommy Bahama R&R Holdings, Inc.	September 2000 — August 2006
State of New York	TBG	March 2003 — May 2006
State of New York	Oxford of South Carolina, Inc.	September 2000 — August 2006
State of New York	Parent	September 2003 — August 2006

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Schedule 5.1(n)

Litigation

None.

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Schedule 5.1(p)

Intellectual Property: Licenses and Certifications

See attached.

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Foreign SFI of Oxford Acquisition Corporation  
Trademarks

**Trademark Records By Trademark**

<b>Owner</b>	<b>Trademark</b>	<b>Country</b>	<b>Appl. Date</b>	<b>,No.</b>	<b>Status</b>	<b>Agent</b>
<i>Client</i>	<i>File Reference</i>	<b>Next Renewal Due</b>	<b>Reg. Date</b>	<b>, No.</b>	<b>Sub Status</b>	<b>Supervisor</b>
<b>ALTA UOMO</b>						
SFI OF OXFORD ACQUISITION CORPORATION	<b>ALTA UOMO</b>	Canada	Jun 5 1991	683531	Registered	DAVIES WARD PHILLIPS & VINEBERG LLP
	<i>1029</i>	<b>Jul 10 2022</b>	<i>Jul 10 1992</i>	TMA0400193	<i>Allowance Issued</i>	<i>Mary Margaret Heaton</i>
Class	25					
Goods	CLOTHING, FOOTWEAR (1) MEN'S CLOTHING, NAMELY: SUITS, JACKETS, PANTS. SLACKS, SHIRTS, VESTS, BIAZERS, SWEATERS, T-SHIRTS, SWEAT SHIRTS, SHORTS, TRACK SUITS, COATS, OVERCOATS, RAINCOATS, TIES, BELTS, SOCKS, SCARVES.					
<b>ARNOLD BRANT</b>						
SFI OF OXFORD ACQUISITION CORPORATION	<b>ARNOLD BRANT</b>	Canada		Sep 21 1994	CA076412300	Registered
	<i>1030</i>	<b>Oct 25 2011</b>		<i>Oct 25 1996</i>	<i>TMA0465032</i>	<i>Mary Allowance Margaret issued Heaton</i>
Class	25					
Goods	CLOTHING, FOOTWEAR (1) MEN'S CLOTHING, NAMELY: SUITS, JACKETS, PANTS. SLACKS, SHIRTS, VESTS, BIAZERS, COATS, RAINCOATS, PARKAS, BELTS, ASCOTS; SPORTS CLOTHING, NAMELY: SPORTS JACKETS, SWEATERS, T-SHIRTS, SWEAT SHIRTS					
SFI OF OXFORD ACQUISITION CORPORATION	<b>ARNOLD BRANT</b>	Canada		Mar 15 2004	CA1209690000	Registered
	<i>1024</i>	<b>Mar 30 2020</b>		<i>Mar 30 2005</i>	<i>TMA0636334</i>	<i>Mary Allowance Margaret issued Heaton</i>
Class	9					
Goods	INSTRUMENTS					
Class	14					
Goods	PRECIOUS METALS, JEWELERY					
Class	25					
	CLOTHING, FOOTWEAR MEN'S WOMENS AND CHILDREN'S CLOTHING NAMELY: TOPCOATS, DRESSES, JUMPSUITS, JUMPERS, OVERALLS, JEANS, BLOUSONS, SUSPENDERS, PONCHOS, CAFTANS, BLOUSES, SWEAT PANTS, JERSEYS, TUNICS, SKIRTS,					

SPORT CLOTHING, NAMELY: BATHING SUITS, JOGGING SETS, SNOWSUITS, SKI JACKETS, SKI PANTS, SKI SUITS, ROBES, NIGHTWEAR, NAMELY: NIGHTGOWNS, BABY DOLLAS, PYJAMAS, BATHROBES, NEGLIGEEES, KIMONOS, UNDERWEAR AND LINGERIE, NAMELY: TEDDIES, CAMISOLES, PANTYHOSE, NYLONS, NIGHT SHIRTS, BATH TERRY WRAPS, BODYSUITS, LEGGINGS, SOCKS, ANKLE SOCKS, KNEE-HIGH SOCKS, TIGHTS, SHORTS, STOCKINGS, HOSE, PANTIES, HALF SLIPS, SLIPS, FOUNDATION SLIPS, BRASSIERES, GIRDLES, PANTY GIRDLES, GARTER BELTS, GARTERS, MEN'S WOMEN'S AND CHILDREN'S FASHION ACCESSORIES, NAMELY: SCARVES, HATS, HANDBANDS, MITTENS, GLOVES, CAPS, SKI GOGGLES, EAR MUFFS, JEWELRY, NAME: PINS, BRACELETS, NECKLACES, EARRINGS, WATCHES, SUNGLASSES, MEN'S WOMEN'S AND CHILDREN'S FOOTWEAR NAMELY: SHOES, BOOTS, LOAFERS, WALKING SHOES, RUNNING SHOES, ATHLETIC SHOES, SANDALS AND SLIPPERS

**COLLEZIONE UOMO**

SFI OF OXFORD ACQUISITION CORPORATION	<b>COLLEZIONE UOMO</b>	Canada	Apr 20 1989	CA062962500	Registered	
	1026	<b>Jul 6 2020</b>	Jul 6 1990	TMA0370442	renewed	Mary Margaret Heaton

Class 25  
 Goods CLOTHING, FOOTWEAR MEN'S JACKETS AND SUITS

**LE MANUFACTURIER D'HABITS**

SFI OF OXFORD ACQUISITION CORPORATION	<b>LE MANUFACTURIER D'HABITS</b>	Canada	Jan 3 1985	CA053402700	Registered	
	1025	<b>Jan 3 2016</b>	Jan 3 1986	TMA0309971	Allowance Issued	Mary Margaret Heaton

Class 35  
 Goods SERVICES ADVERTISING & BUSINESS ADVERTISING SERVICES RELATING TO MEN'S CLOTHING.

**MARANZONE UOMO**

SFI OF OXFORD ACQUISITION CORPORATION	<b>MARANZONE UOMO</b>	Canada	Sep 19 2005	1272525	Registered	
	1023	<b>Nov 6 2016</b>	Nov 6 2006	TMA676377	Published	Mary Margaret Heaton

Class 25  
 Goods CLOTHING, FOOTWEAR, MEN'S CLOTHING, NAMELY, SUITS, JACKETS AND TROUSERS

**SFI**

SFI OF OXFORD ACQUISITION CORPORATION	<b>SFI</b>	Canada	Apr 21 1987	CA058200000	Registered	Mary
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1012 *Mar 31 2018* *Mar 31 1988* **TMA0338779** Margaret Heaton

Class 25  
Goods MEN'S SUITS, SPORT JACKETS, PANTS, SHIRTS, JERSEYS AND SWEATERS

**SFI APPAREL**

SFI OF OXFORD ACQUISITION CORPORATION **SFI APPAREL** Canada Sep 19 1989 CA064081400 Registered  
*Nov 9 2020* *Nov 9 1990* **TMA0375540** renewed *Mary Margaret Heaton*

Class 35  
Goods SERVICES ADVERTISING & BUSINESS  
Class 42  
Goods SERVICES HOTEL, RETAIL, PERSONAL, PROFESSIONAL: OPERATION OF A BUSINESS DEALING IN THE WHOLESALE AND DISTRIBUTION OF MEN'S WEAR

**THE COLLECTION ULTIMO UOMO**

SFI OF OXFORD ACQUISITION CORPORATION **THE COLLECTION ULTIMO UOMO** Canada Oct 26 1993 CA073996200 Registered  
*1031* *Apr 14 2010* *Apr 14 1995* **TMA0441852** Allowance issued *Mary Margaret Heaton*

Class 25  
Goods CLOTHING, FOOTWEAR (1) MEN'S CLOTHING, NAMELY: SUITS, JACKETS, PANTS, SLACKS, SHIRTS, VESTS, BLAZERS, SWEATERS, T-SHIRTS, SWEAT SHIRTS, SHORTS, TRACK SUITS, COATS, OVERCOATS, RAINCOATS, TIES, BELTS, SOCKS, SCARVES

ULTIMO UOMO

SFI OF OXFORD ACQUISITION CORPORATION **ULTIMO UOMO** Canada Nov 9 1990 CA067013200 Registered  
*1028* *Mar 27 2022* *Mar 27 1992* TMA0396346 renewed *Mary Margaret Heaton*

Class 25  
Goods CLOTHING, FOOTWEAR (1) MEN'S CLOTHING, NAMELY: SUITS, JACKETS, PANTS, SLACKS, SHIRTS, VESTS, BLAZERS, SWEATERS, T-SHIRTS, SWEAT SHIRTS, SHORTS, TRACK SUITS, COATS, OVERCOATS, RAINCOATS, TIES, BELTS, SOCKS, SCARVES

Foreign Tommy Bahama Group, Inc. Trademarks

Trademark Records By Trademark

Owner	Trademark	Country	Application No.	Registration No.	Registration Date	Classes	Status
<b>LIFE IS ONE LONG WEEKEND</b>							
Tommy Bahama Group, Inc.	<b>LIFE IS ONE LONG WEEKEND</b>		United Arab Emirates	64371	55293	Apr 10 2005	25 Registered
<b>TOMMY BAHAMA</b>							
Tommy Bahama Group, Inc.	<b>TOMMY BAHAMA</b>		United Arab Emirates	64357	55589	Oct 17 2005	16 Registered
Tommy Bahama Group, Inc.	<b>TOMMY BAHAMA</b>		United Arab Emirates	64359	55301	Apr 10 2005	20 Registered
Tommy Bahama Group, Inc.	<b>TOMMY BAHAMA</b>		United Arab Emirates	64362	55300	Apr 10 2005	25 Registered
Tommy Bahama Group, Inc.	<b>TOMMY BAHAMA</b>		United Arab Emirates	64363	55299	Apr 10 2005	27 Registered
Tommy Bahama Group, Inc.	<b>TOMMY BAHAMA</b>		United Arab Emirates	64364	55298	Apr 10 2005	28 Registered
Tommy Bahama Group, Inc.	<b>TOMMY BAHAMA</b>		United Arab Emirates	64351	55545	Oct 15 2005	3 Registered
Tommy Bahama Group, Inc.	<b>TOMMY BAHAMA</b>		United Arab Emirates	64365	55297	Apr 10 2005	32 Registered
Tommy Bahama Group, Inc.	<b>TOMMY BAHAMA</b>		United Arab Emirates	64366	55296	Apr 10 2005	34 Registered
Tommy Bahama Group, Inc.	<b>TOMMY BAHAMA</b>		United Arab Emirates	64352	55544	Oct 15 2005	4 Registered
Tommy Bahama Group, Inc.	<b>TOMMY BAHAMA</b>		United Arab Emirates	64354	55586	Oct 17 2005	9 Registered

Trademark Report

Thursday, July 24, 2008

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>AMBER ISLE</b>	110618 326975	HUTCG	Registered	1167050 03/19/2007	1167050 03/19/2007	03/19/2017	
<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.		0			
<b>Class/ Goods:</b>	International	11	Apparatus for lighting, lamps (Int. 11).				
	International	20	Furniture (Int. 20).				
	International	24	Textiles and textile goods, not Included In other classes; bedding, Including bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, throws, matelasse coverlets (Int. 24).				
<b>BAHAMA</b>	110618 326978	HUTCG	Registered	1167049 03/19/2007	1167049 03/19/2007	03/19/2017	
<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods</b>	International	25	Clothing, including men's, and women's clothing, knit and woven sweaters and shirts, swimwear; footwear; headgear, including hats (Int. 25).				
<b>BAHAMA</b>	110618	HUTCG	Registered	548,102	TMA317,281	08/08/2016	12/28/1987



	264616			08/22/1985	08/08/1986		
<b>Country:</b>	Canada		<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National	000		(1) Men's clothing, namely pants and shorts.			
	National	000		(2) Shirts.			

<b>BAHAMA BAHAMA &amp; Palm Tree Design</b>							
	110618		HUTCG	Registered	611,979	TMA357,513	06/23/2019
	264614				06/23/1989		
<b>Country:</b>	Canada		<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National	000		Shirts.			

1

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>BAHAMA BAHAMA BAHAMA BAHAMA &amp; Palm Tree Design</b>							
	110618		HUTCG	Registered	550,563	TMA323,704	02/13/2017
	264615				10/10/1985		
<b>Country:</b>	Canada		<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National	000		Men's clothing, namely pants and shorts.			

<b>BIRDIE ZIP BY TOMMY BAHAMA &amp; Design</b>							
	110618		HUTCG	Registered	1,193,553	TMA671,185	08/25/2021
	270481				10/14/2003	08/25/2006	09/01/2000
<b>Country:</b>	Canada		<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National	000		Men's clothing, namely jackets, vests and shirts.			

<b>BIRDIE ZIP BY TOMMY BAHAMA &amp; Design</b>							
	110618		HUTCG	Registered	3413441	3413441	10/31/2013
	270486				10/14/2003	04/01/2005	09/01/2000
<b>Country:</b>	Community Trade		<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	025		IC 25: Clothing, footwear, headgear; men's clothing, namely jackets, vests and shirts.			

<b>BIRDIE ZIP BY TOMMY BAHAMA &amp; Design</b>							
	110618		HUTCG	Registered	03 3251146	03 3251146	10/31/2013
	270479				10/14/2003	10/14/2003	09/01/2000
<b>Country:</b>	France		<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	025		IC 25: Men's clothing, namely jackets, vests, and shirts.			

<b>BIRDIE ZIP BY TOMMY BAHAMA &amp; Design</b>							
	110618		HUTCG	Registered	624311	830580	10/14/2013
	270475				10/14/2003	04/19/2004	09/01/2000
<b>Country:</b>	Mexico		<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	025		IC 25: Men's clothing, namely jackets, vests and shirts.			

2

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>BIRDIE ZIP By Tommy Bahama (Stylized) &amp; Design</b>							
	110618		HUTCG	Registered	1167054	1167054	03/19/2017
	326995				03/19/2007	03/19/2007	
<b>Country:</b>	Australia		<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	25		Clothing, including men's clothing, jackets, vests and shirts (Int. 25).			

<b>BLACK TIE AT THE BEACH</b>							
	110618		HUTCG	Registered	1167048	1167048	03/19/2017
	326982				03/19/2007	03/19/2007	
<b>Country:</b>	Australia		<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	25		Clothing, including men's clothing, shirts, pants, sportcoats and jackets (Int. 25).			

<b>BUNGALOW</b>							
	110618		HUTCG	Registered	1167046	1167046	03/19/2017
	326983				03/19/2007	03/19/2007	
<b>Country:</b>	Australia		<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	35		Retailing of clothing, footwear and headgear, including retail shops featuring men's, women's and children's clothing (Int. 35)..			

<b>BUNGALOW BRAND</b>							
	110618		HUTCG	Registered	1167045	1167045	03/19/2017
	327020				03/19/2007	03/19/2007	
<b>Country:</b>	Australia		<b>Owner:</b>	Tommy Bahama Group, Inc.			
						0	

**Class/ Goods:** International 25 Clothing, footwear, headgear; men's, women's, boys' and girls' clothing, including knit and woven shirts, knit and woven pants, shorts and jeans; swimwear; sweaters; outerwear, including coats, jackets and capes; clothing accessories, including belts, hats, gloves, socks, scarves and neckwear; shoes (Int. 25).

3

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>DENIM FOR ISLAND LIVING</b>							
	110618 326984	HUTCG	Registered	1167044 03/19/2007	1167044 03/19/2007	03/19/2017	
<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods:</b>	International 25	Clothing, footwear, headgear; men's, women's, boys' and girls' clothing, including knit and woven pants, shorts and jeans; shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs (Int. 25).					

<b>Diamond Design</b>							
	110618 327014	HUTCG	Registered	1167056 03/19/2007	1167056 03/19/2007	03/19/2017	
<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods:</b>	International 25	Clothing, women's clothing and accessories being scarves, belts, headwear and footwear (Int. 25).					

<b>ELEPHANT TRUNKS BY TOMMY BAHAMA</b>							
	110618 326986	HUTCG	Registered	1167043 03/19/2007	1167043 03/19/2007	03/19/2017	
<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods:</b>	International 25	Clothing, swimwear (Int. 25).					

<b>FIRE ISLAND LINENS</b>							
	110618 327000	HUTCG	Registered	1167065 03/19/2007	1167065 03/19/2007	03/19/2007	
<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods:</b>	International 24	Textiles and textile goods, not included in other classes; bedding, including bed linen, bed spread, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, dust ruffles, throws, matelasse coverlets, bed scarves, sheers; towels, bath sheets, washcloths and mitts, shower curtains; table linen, including table cloths, napkins, place mats, coasters (Int. 24).					
	International 27	Rugs, carpets, mats, matting and other materials for covering existing floors (Int. 27).					

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>FINE ISLAND LINENS</b>							
	110618 264533	HUTCG	Registered	1,141,857 05/27/2002	TMA666,814 06/30/2006	06/30/2021	
<b>Country:</b>	Canada	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods:</b>	National 00	Bedding, namely, pillow covers, towels, bath sheets, washcloths and mitts, shower curtains and bathmats.					

<b>FINE ISLAND LINENS</b>							
	110618 264534	HUTCG	Registered	558,168 07/26/2002	874,583 03/31/2005	07/26/2012	
<b>Country:</b>	Mexico	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods:</b>	International 024	IC 24: Blancos de cama, a saber, sábanas y fundas para cama, cobertores, almohadas, fundas para almohadas, fundas bordadas para almohada, cubiertas para almohada, edredones, cubiertas de edredones, sobrecamas, cobijas, colchas y cubiertas de colchas, rodapiés, guarda polvos, cobertores ligeros, cobertores acolchados, bandas de tela para cama, mantas transparentes; toallas, mantas de baño, cortinas de baño y tapetes de baño, blancos de mesa, a saber, servilletas, manteles individuales, portavasos (Bedding, namely, bed linen, bed spreads, pillows, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, dust ruffles, throws, matelessé coverlets, bed scarves, sheers; towels, bath sheets, washcloths and mills, shower curtains and bathmats; table linen, namely, table cloths, napkins, place mats, coasters].					

<b>FISHTAIL</b>							
	110618 327001	HUTCG	Registered	1167064 03/19/2007	1167064 03/19/2007	03/19/2017	
<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods:</b>	International 25	Clothing, men's pants; none of the aforesaid goods having a fish tail hem (Int. 25).					

<b>GARDEN OF HOPE AND COURAGE</b>							
	110618 327003	HUTCG	Registered	1167063 03/19/2007	1167063 03/19/2007	03/19/2017	

<b>Country:</b>	Australia	<b>Owner:</b>	Tommy Bahama Group, Inc.
<b>Class/ Goods:</b>	International 25		Clothing, men's shirts (Int. 25).

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>GOLDEN SUN</b>	110618 345363	HUTCG	Pending	1,398,190 06/04/2008			
<b>Country:</b>	Canada			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 00			Distilled spirits and liquors namely rum.			

<b>INDIGO PALMS</b>	110618 264450	HUTCG	Published	1,128,415 01/17/2002			
<b>Country:</b>	Canada			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National 000			(1) Men's, women's, boys', and girls' clothing, accessories and footwear.			
	National 000			(2) Men's, women's, boys', and girls' clothing, namely, knit and woven pants, shorts, and jeans; shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs.			

<b>INDIGO PALMS</b>	110618 295016	HUTCG	Pending	1,195,867 11/05/2003			
<b>Country:</b>	Canada			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 00			Men's, women's, boy's and girl's clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs.			

<b>INDIGO PALMS &amp; Design</b>	110618 264452	HUTCG	Published	1,131,914 02/21/2002			
<b>Country:</b>	Canada			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National 000			Clothing, namely, denim pants, shirts and jackets.			

<b>INDIGO PALMS (Stylized)</b>	110618 327009	HUTCG	Registered	1167062 03/19/2007	1167062 03/19/2007	03/19/2017	
<b>Country:</b>	Australia			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 25			Clothing, footwear, headgear; denims; jackets; knit shirts; leather jackets; pants; shirts; short-sleeved or long-sleeved T-shirts; sweaters (Int. 25).			

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>INDIGO PALMS DENIM COMPANY</b>	110618 327005	HUTCG	Registered	1167061 03/19/2007	1167061 03/19/2007	03/19/2017	
<b>Country:</b>	Australia			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 25			Clothing, footwear, headgear; men's, women's, boys' and girls' clothing, including knit and woven pants, shorts and jeans; shirts, sweaters, jackets, vests (Int. 25).			

<b>INDIGO PALMS DENIM COMPANY</b>	110618 264451	HUTCG	Published	1,128,414 01/17/2002	0		
<b>Country:</b>	Canada			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National 000			(1) Men's, women's, boys', and girls' clothing, accessories and footwear.			
	National 000			(2) Men's, women's, boys', and girls' clothing, namely, knit and woven pants, shorts, and jeans; shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs.			

<b>ISLAND EASE</b>	110618 327006	HUTCG	Registered	1167059 03/19/2007	1167059 03/19/2007	03/19/2017	
<b>Country:</b>	Australia			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 25			Clothing, shirts and pants (Int. 25).			

**ISLAND EASE**

	110618	HUTCG	Registered	1,171,500	674,141	11/04/2021	
	264731			03/18/2003	10/04/2006		
<b>Country:</b>	Canada			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National	35		Clothing, namely, shirts and pants.			

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>ISLAND EASE</b>							
	110618	HUTCG	Registered	592,810	798,970	03/18/2013	
	264733			03/18/2003	07/08/2003		
<b>Country:</b>	Mexico			<b>Owner:</b> Tommy Bahama Group, Inc.	0		
<b>Class/ Goods:</b>	International	25		Clothing, namely, shirts and pants.			

<b>ISLAND LEAGUER</b>							
	110618	HUTCG	Registered	1167058	1167058	03/19/2017	
	327007			03/19/2007	03/19/2007		
<b>Country:</b>	Australia			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	25		Clothing, men's knit and woven shirts and sweaters (Int. 25).			

<b>ISLAND SOFT</b>							
	110618	HUTCG	Registered	1,195,865	TMA677329	11/20/2021	
	275952			11/05/2003	11/20/2006		
<b>Country:</b>	Canada			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National	00		Men's, women's, boy's and girl's clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs.			

<b>LIFE IS ONE LONG WEEKEND</b>							
	110618	HUTCG	Pending	1167057		03/19/2017	
	327010			03/19/2007	03/19/2007		
<b>Country:</b>	Australia			<b>Owner:</b> Tommy Bahama Group, Inc.	0		
<b>Class/ Goods:</b>	International	25		Clothing, footwear, headgear, men's, women's, boys' and girls' clothing, including knit and woven shirts, knit and woven pants, shorts and jeans; sweaters; outerwear, including coats, jackets and capes; clothing accessories, including belts, hats, gloves, socks, scarves and neckwear; shoes (Int. 25).			
	International	27		Rugs, carpets, mats, matting and other materials for covering existing floors (Int. 27).			
	International	32		Beers; non-alcoholic beverages (Int. 32).			

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>LIFE IS ONE LONG WEEKEND</b>							
	110618	HUTCG	Pending	1,385,093			
	341613			02/27/2008			
<b>Country:</b>	Canada			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	00		Watches.			

<b>LIFE IS ONE LONG WEEKEND</b>							
	110618	HUTCG	Registered	513,984	729,168	10/26/2011	
	264358			10/26/2001	12/17/2001		
<b>Country:</b>	Mexico			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	014		IC 14: Watches.			

<b>LIFE IS ONE LONG WEEKEND</b>							
	110618	HUTCG	Registered	513,985	732,182	10/26/2011	
	264361			10/26/2001	10/26/2001		
<b>Country:</b>	Mexico			<b>Owner:</b> Tommy Bahama Group, Inc.	0		
<b>Class/ Goods:</b>	International	011		IC 11: Lamps.			

<b>OCEANAIRE</b>							
	110618	HUTCG	Registered	1167074	1167074	03/19/2017	
	327097			03/19/2007	03/19/2007		
<b>Country:</b>	Australia			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	25		Clothing, men's pants (Int. 25).			

<b>ORIGINAL ISLAND SPORT</b>							
	110618	HUTCG	Registered	1167073	1167073	03/19/2017	
	327100			03/19/2007	03/19/2007		

<b>Country:</b>	Australia		<b>Owner:</b> Tommy Bahama Group, Inc.
<b>Class/ Goods:</b>	International	25	Clothing, footwear, headgear, men's, women's, boys' and girls' clothing, including knit and woven shirts, knit and woven pants, shorts and jeans; sweaters; outerwear, including coats, jackets and capes; clothing accessories, including belts, hats, gloves, socks, scarves and neckwear; shoes (Int. 25).

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>ORIGINAL ISLAND SPORT</b>	110618 264521	HUTCG	Registered	3975562 03/24/2004	3975562 10/14/2007	10/13/2017	
<b>Country:</b>	China P.R.				0		
<b>Class/ Goods:</b>	International	25		Clothing and swimwear (Int. 25).			
<b>ORIGINAL ISLAND SPORT</b>	110618 264524	HUTCG	Registered	300179541 03/17/2004	1167074 03/17/2004	03/16/2014	
<b>Country:</b>	Hong Kong						
<b>Class/ Goods:</b>	International	025		IC 25: Clothing and swimwear.			
<b>ORIGINAL ISLAND SPORT</b>	110618 264262	HUTCG	Registered	105959/1997 04/11/1997	4,195,941 10/09/1998	10/09/2008	
<b>Country:</b>	Japan						
<b>Class/ Goods:</b>	International	025		IC 25: Clothing.			
<b>ORIGINAL ISLAND SPORT</b>	110618 264522	HUTCG	Registered	543,831 04/22/2002	747,251 04/22/2002	04/22/2012	
<b>Country:</b>	Mexico				0		
<b>Class/ Goods:</b>	International	025		IC 25: Clothing and swimwear.			
<b>Palm Tree Design</b>	110618 327011	HUTCG	Registered	1167055 03/19/2007	1167055 03/19/2007	03/19/2017	
<b>Country:</b>	Australia						
<b>Class/ Goods:</b>	International	9		Eyewear; eyeglasses and sunglasses; eyeglass and sunglass frames; ophthalmic lenses; eyeglass and sunglass cases; eyewear accessories, including eyeglass cords, eyeglass chains (Int. 9).			

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>PARADISE NATION</b>	110618 327101	HUTCG	Registered	1167072 03/19/2007	1167072 03/19/2007	03/19/2017	
<b>Country:</b>	Australia						
<b>Class/ Goods:</b>	International	25		Clothing, men's clothing, including woven shirts (Int. 25).			
	International	9		Magnetic data carriers, recording discs, pre-recorded compact discs featuring music and vocals (Int. 9).			
<b>PINEAPPLE Design</b>	110618 327096	HUTCG	Registered	1167075 03/19/2007	03/19/2017 03/19/2007		
<b>Country:</b>	Australia				0		
<b>Class/ Goods:</b>	International	11		Apparatus for lighting, lamps (Int. 11).			
	International	20		Furniture (Int. 20).			
	International	24		Textile and textile goods, not included in other classes, bedding, including bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, throws, matelasse coverlets (Int. 24).			
<b>Pineapple Design</b>	110618 266223	HUTCG	Registered	607923 06/30/2003	815012 11/26/2003	06/30/2013	
<b>Country:</b>	Mexico						
<b>Class/ Goods:</b>	International	027		IC 27: Rugs.			
<b>Pineapple Design</b>	110618	HUTCG	Registered	607921	816011	06/30/2013	

	266221			06/30/2003	11/26/2003		
<b>Country:</b>	Mexico		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	020	IC 20: Furniture.				

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>PINEAPPLE Design</b>	110618 266222	HUTCG	Registered	607922 06/30/2003	813609 11/24/2003	06/30/2013	
<b>Country:</b>	Mexico		<b>Owner:</b> Tommy Bahama Group, Inc.		0		
<b>Class/ Goods:</b>	International	024	IC 24: Bedding, namely, bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, throws, matelesse coverlets.				

<b>Pineapple Design</b>	110618 266195	HUTCG	Registered	607920 06/30/2003	815651 11/27/2003	06/30/2013	
<b>Country:</b>	Mexico		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	011	IC 11: Lamps.				

<b>PURVEYOR OF ISLAND LIFESTYLES</b>	110618 327113	HUTCG	Registered	1167070 03/19/2007	1167070 03/19/2007	03/19/2017	
<b>Country:</b>	Australia		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	27	Rugs, carpets, mats, matting and other materials for covering existing floors (Int. 27).				

<b>PURVEYOR OF ISLAND LIFESTYLES</b>	110618 264442	HUTCG	Registered	1,135,051 03/21/2002	TMA637,465 04/15/2005	04/15/2020	
<b>Country:</b>	Canada		<b>Owner:</b> Tommy Bahama Group, Inc.		0		
<b>Class/ Goods:</b>	National	000	Retail store services featuring clothing and general consumer goods.				

<b>RELAX</b>	110618 327137	HUTCG	Pending	1167077 03/19/2007	03/19/2017		
<b>Country:</b>	Australia		<b>Owner:</b> Tommy Bahama Group, Inc.		0		
<b>Class/ Goods:</b>	International	11	Apparatus for lighting, lamps and electric lighting fixtures; apparatus for ventilating, ceiling fans (Int. 11).				
	International	14	Horological and chronometric instruments; watches (Int. 14).				

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
	International	16					
	International	18					
	International	20					
	International	21					

Paper, cardboard and goods made from these materials, not included in other classes; printed matter; photographs; stationery; adhesives for stationery or household purposes; office requisites (except furniture); writing instruments, greeting cards, self-adhesive notes, desk blotters, desksets, photo albums, passport holders, playing cards (Int. 16).

Leather and imitations of leather, and goods made of these materials and not included in other classes; trunks and traveling bags; suitcases, portmanteaus, travelling trunks, garment bags, toiletry cases sold empty, backpacks, carry-on bags, overnight bags, overnight cases, duffel bags, all purpose sports bags, beach bags, clutch bags, clutch purses, leather shopping bags, shoulder bags, tote bags, briefcases, business card cases, credit card cases, attache cases, document cases, key cases, wallets, change purses, fanny packs, handbags, leather key fobs, luggage tags, pocketbooks; umbrellas (Int. 18).

Furniture (Int. 20).

Household or kitchen utensils and containers (not of precious metal or coated therewith); glassware, porcelain and earthenware not included in other classes; ceramic and porcelain dinnerware for casual and fine dining, including serving dishes and bowls, serving platters, dinner plates, chargers, salad plates, soup bowls, cups, saucers, mugs; serving platters, serving trays and decorative trays not of precious metal, salt and pepper shakers, salt and pepper mills, sugar bowls, butter dishes, candy dishes, trivets, napkin rings not of precious metals, napkin holders, candle holders, wood and wicker baskets, vases, placecard holders; glassware, including stemware, water glasses, beverage glasses, wine glasses, champagne flutes and bowls, beer glasses, tumblers, snifters, pitchers and decanters; glass jars and bottles for oil, vinegar, spices, cookies, jams, jellies and for decorative purposes sold empty; non-metal decorative boxes (Int. 21).

International	24	Textiles and textile goods, not included in other classes; bedding, including bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, dust ruffles, throws, matelasse coverlets, bed scarves, bed sheers; towels, bath sheets, wash cloths and and washing mitts, shower curtains; table linen, including table cloths, napkins, place mats, coasters; fabric bath mats (Int. 24).
International	25	Clothing, footwear, headgear (Int. 25).
International	27	Rugs, carpets, mats, matting and other materials for covering existing floors (Int. 27).
International	28	Sporting articles, apparatus and equipment; golf equipment, golf balls, golf clubs and putters, head covers for golf clubs and putters, golf bags and golf bag covers, divot repair tools, golf ball markers, golf brushes, golf gloves, golf bag tags, golf tees, golf accessory pouches (Int. 28).

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
	International	3		Perfume, eau de cologne, eau de perfume, eau de toilette, shower gel, body lotion, skin soaps, personal deodorants and antiperspirants, aftershave lotion, hair lotions, essential oils for personal use and body powder (Int. 3).			
	International	34		Smokers' articles; ashtrays, humidors, cigar cutters, cigarette and cigar lighters not of precious metals (Int. 34).			
	International	35		Retailing, including retail store services featuring clothing and general consumer goods (Int. 35).			
	International	4		Tapers and candles (Int. 4).			
	International	9		Magnetic data carriers, recording discs, pre-recorded compact discs featuring music and vocals; eyewear; eyeglasses and sunglasses; ophthalmic lenses; eyeglass and sunglass frames; eyeglass and sunglass cases; eyewear accessories, including eyeglass cords, eyeglass chains and eyeglass cleaning cloths (Int. 9).			

**RELAX**

	110618 281048	HUTCG	Published	1,224,383 07/21/2004			
<b>Country:</b>	Canada			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National	00		Men's and women's clothing, namely, shirts, pants, shorts, jeans, sweaters, jackets, vests, coats, rainwear, shoes, hats, socks, neckwear, and swimwear.			

**RELAX**

	110618 281051	HUTCG	Published	003943933 07/21/2004	11/26/2003	07/31/2014	
<b>Country:</b>	Community Trade			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	25		Men's and women's clothing, namely, shirts, pants, shorts, jeans, sweaters, jackets, vests, coats, rainwear, shoes, hats, socks, neckwear, and swimwear (Int. 25).			

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>RELAX &amp; Design</b>	110618 281049	HUTCG	Pending	1,224,382 07/21/2004			
<b>Country:</b>	Canada			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	National	00		Men's and women's clothing, namely, shirts, pants, shorts, jeans, sweaters, jackets, vests, coats, rainwear, shoes, hats, socks, neckwear, and swimwear.			

**RELAX & Design**

	110618 281050	HUTCG	Registered	003943751 07/21/2004	003943751 12/19/2006	07/31/2014	
<b>Country:</b>	Community Trade			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	25		Men's and women's clothing, namely, shirts, pants, shorts, jeans, sweaters, jackets, vests, coats, rainwear, shoes, hats, socks, neckwear, and swimwear. (Int. 25).			

**RELAX & Design**

	110618 281047	HUTCG	Pending	667845 07/21/2004		07/21/2014	
<b>Country:</b>	Mexico			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	25		Men's and women's clothing, namely, shirts, pants, shorts, jeans, sweaters, jackets, vests, coats, rainwear, shoes, hats, socks, neckwear, and swimwear (Int. 25).			

<b>Stitching Back Pocket Crisscross Design</b>							
	110618		HUTCG	Pending	1167052		03/19/2017
	327117				03/19/2007		
<b>Country:</b>	Australia		<b>Owner:</b> Tommy Bahama Group, Inc.		0		
<b>Class/ Goods:</b>	International	25	Clothing, including pants, jeans, shorts, and skirts (Int. 25).				

<b>Stitching Back Pocket Diamond Design</b>							
	110618		HUTCG	Pending	1167051		03/19/2017
	327119				03/19/2007		
<b>Country:</b>	Australia		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	25	Clothing, including pants, jeans, shorts, and skirts (Int. 25).				

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<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
<b>TB &amp; Palm Design</b>							
	110618		HUTCG	Registered	1,171,499	TMA636,826	04/06/2020
	264732				03/18/2003	04/06/2005	
<b>Country:</b>	Canada		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	National	000	Men's, women's, boy's and girl's clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, sweaters, jackets, vests, coats, rainwear, sleepwear, swimwear, belts, hats, gloves, socks, scarves, ties, ascots and neckerchiefs.				

<b>TB &amp; Palm Design</b>							
	110618		HUTCG	Registered	592,809	870,529	03/18/2013
	264734				03/18/2003	02/28/2005	
<b>Country:</b>	Mexico		<b>Owner:</b> Tommy Bahama Group, Inc.		0		
<b>Class/ Goods:</b>	International	25	IC 25: Men's, women's, boy's and girl's clothing; namely, knit and woven pants, shorts, jeans; skirts, shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, swimwear, belts, hats, gloves, socks, scarves, ties, ascots and neckerchiefs.				

<b>TB (Stylized) &amp; Palm Tree Design</b>							
	110618		HUTCG	Registered	1167068	1167068	03/19/2017
	327122				03/19/2007	03/19/2007	
<b>Country:</b>	Australia		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	25	Clothing, footwear, headgear; men's, women's, boy's and girls' clothing, including knit and woven pants, shorts, jeans, skirts, shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, swimwear, belts, hats, gloves, socks, scarves, ties, ascots and neckerchiefs (Int. 25).				

<b>TB INDIGO PALMS (Stylized) &amp; Design</b>							
	110618		HUTCG	Registered	1167067	1167067	03/19/2017
	327124				03/19/2007	03/19/2007	
<b>Country:</b>	Australia		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	25	Clothing, including denim pants, shirts and jackets (Int. 25).				

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<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
<b>THE BACK PORCH</b>							
	110618		HUTCG	Registered	1167066	1167066	03/19/2017
	327125				03/19/2007	03/19/2007	
<b>Country:</b>	Australia		<b>Owner:</b> Tommy Bahama Group, Inc.		0		
<b>Class/ Goods:</b>	International	25	Clothing, footwear, headgear; men's, women's, boy's and girls' clothing, including knit and woven pants, shorts and jeans, shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, belts, hats, gloves, socks, scarves, ties, ascots and neckerchiefs (Int. 25).				

<b>TOMMY BAHAMA</b>							
	110618		HUTCG	Registered	667583	667583	07/25/2015
	264254				07/25/1995	07/25/1995	
<b>Country:</b>	Australia		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	025	IC 25: Clothing, footwear, headgear.				

<b>TOMMY BAHAMA</b>							
	110618		HUTCG	Published	1167084	03/19/2017	
	327127				03/19/2007		



<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.	0
<b>Class/ Goods:</b>	International	11	Apparatus for lighting, lamps and electric lighting fixtures; apparatus for ventilating, ceiling fans (Int. 11).
	International	16	Paper, cardboard and goods made from these materials, not included in other classes; printed matter; photographs; stationery or household purposes; office requisites (except furniture); writing instruments, greeting cards, self-adhesive notes, desk blotters, desksets, photo albums, passport holders,(Int. 16).
	International	18	Leather and imitations of leather, and goods made of these materials and not included in other classes; trunks and traveling bags; suitcases, porimanteaus, travelling trunks, garment bags, toiletry cases sold empty, backpacks, carry-on bags, overnight bags, overnight cases, duffel bags, all purpose sports bags, beach bags, clutch bags, clutch purses, leather shopping bags, shoulder bags, tote bags, briefcases, business card cases, credit card cases, attache cases, document cases, key cases, wallets, change purses, fanny packs, handbags, leather key fobs, luggage tags, pocketbooks; umbrellas (Int. 18).
	International	20	Furniture (Int. 20).

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Tmk Name	Client # Matter #		Application		Registration		Renew Date	First Use Date
			Atty	Status	No & Date	No & Date		
	International	21						Household or kitchen utensils and containers (not of precious metal or coated therewith); glassware, porcelain and earthenware not included in other classes; ceramic and porcelain dinnerware for casual and fine dining, including serving dishes and bowls, serving platters, dinner plates, chargers, salad plates, soup bowls, cups, saucers, mugs; serving platters, serving trays and decorative trays not of precious metal, salt and pepper shakers, salt and pepper mills, sugar bowls, butter dishes, candy dishes, trivets, napkin rings not of precious metals, napkin holders, candle holders, wood and wicker baskets, vases, placecard holders; glassware, including stemware, water glasses, beverage glasses, wine glasses, champagne flutes and bowls, beer glasses, tumblers, snifters, pitchers and decanters; glass jars and bottles for oil, vinegar, spices, cookies, jams, jellies and for decorative purposes sold empty; non-metal decorative boxes (Int. 21).
	International	24						Textiles and textile goods, not included in other classes; bedding, including bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, dust ruffles, throws, matelasse coverlets, bed scarves, bed sheers; towels, bath sheets, wash cloths and and washing mitts, shower curtains; table linen, including table cloths, napkins, place mats, coasters; fabric bath mats (Int. 24).
	International	27						Rugs, carpets, mats, matting and other materials for covering existing floors (Int. 27).
	International	28						Sporting articles, apparatus and equipment; golf equipment, golf balls, golf clubs and putters, head covers for golf clubs and putters, golf bags and golf bag covers, divot repair tools, golf ball markers, golf brushes, golf gloves, golf bag tags, golf tees, golf accessory pouches, playing cards (Int. 28).
	International	3						Perfume, eau de cologne, eau de perfume, eau de toilette, shower gel, body lotion, skin soaps, personal deodorants and antiperspirants, aftershave lotion, hair lotions, essential oils for personal use and body powder (Int. 3).
	International	34						Smokers' articles; ashtrays, humidors, cigar cutters, cigarette and cigar lighters not of precious metals (Int. 34).
	International	35						Retailing, including retail store services featuring clothing and general consumer goods (Int. 35).
	International	4						Tapers and candles (Int. 4).
	International	9						Magnetic data carriers, recording discs, pre-recorded compact disks featuring music and vocals; eyewear; eyeglasses and sunglasses; ophthalmic lenses; eyeglass and sunglass frames; eyeglass and sunglass cases; eyewear accessories including eyeglass cords, eyeglass chains and eyeglass cleaning cloths (Int. 9).

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Tmk Name	Client # Matter #		Application		Registration		Renew Date	First Use Date
			Atty	Status	No & Date	No & Date		
<b>TOMMY BAHAMA</b>	110618 327219		HUTCG	Published	1169021 03/28/2007	03/28/2017		
<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.						
<b>Class/ Goods:</b>	International	16						Sample books including wallpaper sample books, wallpaper pattern books, sample cards, sample folders; stationery; printed matter; photographs; instructional material (except apparatus); paper for use in the production of wallpaper (Int. 16).
	International	24						Textiles and textile goods, not included in other classes (Int. 24).

International	27	Coverings for walls; wallpaper, wallpaper trimmings, wallpaper with a textile covering; books of wallpaper samples; textile wallpaper (Int. 27).
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**TOMMY  
BAHAMA**

110618 308004		HUTCG	Registered	1097137 02/02/2006	1097137 02/02/2006	02/02/2016
<b>Country:</b> Australia		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b> International	14	Horological and chronometric instruments; watches (Int. 14).				

**TOMMY  
BAHAMA**

110618 264275		HUTCG	Registered	22,064 09/30/1999	22,064 09/30/1999	09/30/2013
<b>Country:</b> Bahamas		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b> National	038	NC 38: Articles of clothing and all other goods in class 38. [The Bahamas use a local classification system based on the former UK classification system, Class 38 is "articles of clothing").				

**TOMMY  
BAHAMA**

110618 266195		HUTCG	Pending	30,474 06/30/2003	11/27/2003	04/18/2001
<b>Country:</b> Bahamas		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b> International	50	Textile wallpaper and all other goods (Int. 50).				

<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
<b>TOMMY BAHAMA</b>	110618 324214	HUTCG	Pending	30,472 09/18/2007		04/18/2021	
<b>Country:</b>	Bahamas	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods:</b>	International	39	Wallpaper sample books and all other goods (Int. 39).				

**TOMMY  
BAHAMA**

110618 327221		HUTCG	Published	829134174 05/09/2007		0
<b>Country:</b> Brazil		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b> International	27	Textile wallpaper (Int. 27).				

**TOMMY  
BAHAMA**

110618 324213		HUTCG	Published	829134182 05/09/2007		
<b>Country:</b> Brazil		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b> International	16					

**TOMMY  
BAHAMA**

110618 264292		HUTCG	Pending	821817396 11/25/1999		
<b>Country:</b> Brazil		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b> International	025	IC 25: Men's, women's, boys', and girls' clothing; namely, knit and woven shirts, knit and woven pants, shorts and jeans; sweaters, jackets, vests, coats, rainwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs.				

<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
<b>TOMMY BAHAMA</b>	110618 264626	HUTCG	Registered	1,157,259 10/28/2002	TMA659,197 02/16/2006	02/16/2021	
<b>Country:</b> Canada		<b>Owner:</b> Tommy Bahama Group, Inc.					

**Class/ Goods:** National 000 Ceramic and porcelain dinnerware for casual and fine dining, namely serving dishes and bowls, serving platters, dinner plates, chargers, salad plates, soup bowls, cups, saucers, mugs; serving forks, serving ladles, serving platters not of precious metal, salt and pepper shakers, salt and pepper mills, creamers, sugar bowls, butter dishes, candy dishes, canisters, gravy boats, trivets, napking rings not of precious metals, napkin holders, candle holders, baskets, vases, figurines, placecard holders; glassware, namely, stemware, water glasses, beverage glasses, wine glasses, champagne flutes and bowls, beer glasses, tumblers, snifters, pitchers and decanters; glass jars and bottles for oil, vinegar, spices, cookies, jams, jellies and for decorative purposes sold empty; ice buckets.

**TOMMY BAHAMA**

110618 HUTCG Registered 729,128(2) TMA507,898 06/04/2018  
 264359 05/30/2001 06/04/2003  
**Country:** Canada **Owner:** Tommy Bahama Group, Inc.  
**Class/ Goods:** National 000 (1) Men's, women's, boys' and girls' clothing and accessories, namely shirts, pants, shorts, sweaters, belts, hats, gloves, socks, scarves.  
 National 000 (2) Watches and lamps.  
 National 000 (3) Watches.

**TOMMY BAHAMA**

110618 HUTCG Registered 729,128(1) TMA507,898 12/27/2022  
 264530 05/17/1995 12/27/2007  
**Country:** Canada **Owner:** Tommy Bahama Group, Inc.  
**Class/ Goods:** National 000 Restaurant, bar and carry-out food services.

**TOMMY BAHAMA**

110618 HUTCG Pending 1,367,756  
 335079 10/17/2007  
**Country:** Canada **Owner:** Tommy Bahama Group, Inc. 0  
**Class/ Goods:** International 00 Luggage.

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>TOMMY BAHAMA</b>	110618 314487	HUTCG	Issued	1,138,851 04/26/2002	TMA660,292 03/07/2006	03/07/2021	
<b>Country:</b>	Canada	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods:</b>	National 00	Bedding, namely, bed linen, bed spreads, pillows, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, dust ruffles, throws, matelasse coverlets, bed scarves, sheers; towels, bath sheets, washcloths and mitts, shower curtains; table linen, namely, table cloths, napkins, place mats, coasters; and					
	National 00	Pillows, throws, towels, bath sheets, washcloths and mitts, shower curtains, table linen, namely, napkins, place mats, coasters and bath mats.					

**TOMMY BAHAMA**

110618 HUTCG Registered 1,138,851 TMA660,292 03/07/2021  
 264528 04/26/2002 03/07/2006  
**Country:** Canada **Owner:** Tommy Bahama Group, Inc.  
**Class/ Goods:** National 000 Pillows, throws, towels, bath sheets, washcloths and mitts, shower curtains; table linen, namely, napkins, place mats, coasters and bath mats.

**TOMMY BAHAMA**

110618 HUTCG Allowed 729,128 (3)  
 327222 03/30/2007  
**Country:** Canada **Owner:** Tommy Bahama Group, Inc. 0  
**Class/ Goods:** International 00 Wallpaper, wallpaper sample books and textiles wallpaper.

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>TOMMY BAHAMA</b>	110618 270640	HUTCG	Registered	1,180,223 06/03/2003	TMA701,257 11/21/2007	11/21/2022	
<b>Country:</b>	Canada	<b>Owner:</b> Tommy Bahama Group, Inc.					

<b>Class/ Goods:</b>	National	000	Tapers; stationery; desk blotters, desk sets, photo albums; cigar cutters; cigarette and cigar lighters not of precious metals; board games, poker chips, checkers pieces, chess sets, croquet sets, shuffle board sets, bocci balls, dart boards and darts, billiard balls, billiard and pool cues.
	National	000	Candles, ashtrays; humidors; self-adhesive notes; greeting cards; writing instruments; playing cards.
	National	000	Tapers and candles; writing instruments, stationery, greeting cards, self-adhesive notes, desk blotters, desk sets, photo albums; ashtrays, humidors, cigar cutters, cigarette and cigar lighters not of precious metals.
	National	000	Board games, poker chips, chess sets.

**TOMMY BAHAMA**

	110618		HUTCG	Registered	1,134,574	TMA636,845	04/06/2020
	264441				03/15/2002	04/06/2005	
<b>Country:</b>	Canada		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	National	000	Retail store services featuring clothing and general consumer goods.				

**TOMMY BAHAMA**

	110618		HUTCG	Pending	1,398,185		
	345362				06/04/2008		
<b>Country:</b>	Canada		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	00	Distilled spirits and liquors namely rum.				

**TOMMY BAHAMA**

	110618		HUTCG	Registered	729,128(2)	TMA507,898	02/11/2014
	264247				07/30/1998	02/11/1999	
<b>Country:</b>	Canada		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	National	00	Men's, women's, boys' and girls clothing and accessories, namely shirts, pants, shorts, jeans, sweaters, belts, hats, gloves, socks, scarves, neckwear and shoes.				
	National	00	Watches and lamps.				
	National	00	Watches.				
	National	00	Restaurant, bar and carry out services.				

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>TOMMY BAHAMA</b>	110618		HUTCG	Registered	767,890	802,656	12/03/2017
	327223				03/28/2007	12/03/2007	
<b>Country:</b>	Chile		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	16	Wallpaper sample books (Int. 16).				
	International	24	Textile wallpaper (Int. 24).				
	International	27	Wallpaper (Int. 27).				

**TOMMY BAHAMA**

	110618		HUTCG	Pending	473,750		
	264291				01/20/2000		
<b>Country:</b>	Chile		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	025	IC 25: All goods in class 25.				

**TOMMY BAHAMA**

	110618		HUTCG	Pending	3113598		
	264454				03/28/2002		
<b>Country:</b>	China P.R.		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	025	IC 25: Men's, women's and children's clothing namely knit and woven shirts; knit and woven pants; shorts and jeans; sportswear; sweaters; outerwear namely coats, jackets, capes; cappa; clothing accessories namely belts, hats, gloves, socks, scarves and neckwear; and shoes.				

**TOMMY BAHAMA**

	110618		HUTCG	Pending	6006311		
	428808				04/18/2007		
<b>Country:</b>	China P.R.		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	16	Wallpaper sample books (Int. 16).				

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>TOMMY BAHAMA</b>	110618 327224	HUTCG	Pending	6006309 04/18/2007			
<b>Country:</b>	China P.R.			<b>Owner:</b> Tommy Bahama Group, Inc.	0		
<b>Class/ Goods:</b>	International 27			Wallpaper; textile wallpaper (Int. 27).			

<b>TOMMY BAHAMA</b>	110618 264268	HUTCG	Registered	970083470 08/11/1997	1219615 10/27/1998	10/26/2008	
<b>Country:</b>	China P.R.			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 32			IC 32: Beer, ale, mineral water, and soft drinks.			

<b>TOMMY BAHAMA</b>	110618 328810	HUTCG	Pending	n/a 04/18/2007			
<b>Country:</b>	China P.R.			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 24			Textile wallpaper (Int. 24).			

<b>TOMMY BAHAMA</b>	110618 264439	HUTCG	Registered	002416642 10/18/2001	002416642 02/23/2005	10/31/2011	
<b>Country:</b>	Community Trade			<b>Owner:</b> Tommy Bahama Group, Inc.	0		
<b>Class/ Goods:</b>	International 003			IC 3: Perfume, eau de cologne, eau de parfume, eau de toilette, shower gel, body lotion, skin soaps, personal deodorants and antiperspirants, aftershave lotion.			
	International 009			IC 9: Eyeglasses and sunglasses; ophthalmic lenses; eyeglass and sunglass frames; eyeglass and sunglass cases; eyewear accessories, namely, eyeglass cords, eyeglass chains and eyeglass cleaning cloths.			
	International 011			IC 11: Lamps and lighting fixtures.			
	International 014			IC 14: Watches.			
	International 016			IC 16: Playing cards.			
	International 018			IC 18: Suitcases, portmanteaus, travelling trunks, garment bags, toiletry cases sold empty, backpacks, carry-on			

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
							bags, overnight bags, overnight cases, duffel bags, all purpose sports bags, beach bags, clutch bags, clutch purses, leather shopping bags, shoulder bags, tote bags, briefcases, business card cases, credit card cases, attache cases, document cases, key cases, wallets, change purses, fanny packs, handbags, leather key fobs, luggage tags, pocketbooks; passport holders made of leather.
	International 020			IC 20: Furniture.			
	International 021			IC 21: Urns, vases and planters; serving trays and decorative trays; decorative boxes.			
	International 024			IC 24: Towels, fabric bathmats and oilcloth mats.			
	International 027			IC 27: Rugs and carpets.			
	International 028			IC 28: Golf bags.			
	International 032			IC 32: Beer and ale.			
	International 035			IC 35: Retail store services featuring clothing and general consumer goods.			
	International 042			IC 42: Restaurant, bar and carry-out food services.			

<b>TOMMY BAHAMA</b>	110618	HUTCG	Registered	000903138	000903138	08/31/2018	
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<b>Country:</b>	264246			08/11/1998	12/08/1999		
<b>Class/ Goods:</b>	Community Trade		<b>Owner:</b> Tommy Bahama Group, Inc.				
	International	25		Clothing, footwear, headgear (Int. 25).			

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>TOMMY BAHAMA</b>	110618 327225	HUTCG	Registered	5802384 03/30/2007	5802384 06/08/2008	03/31/2017	
<b>Country:</b>	Community Trade		<b>Owner:</b> Tommy Bahama Group, Inc.		0		
<b>Class/ Goods:</b>	International	16		Printed matter; publications; paper and cardboard and articles made from these materials; books, newspapers and newsletters; photographs, paintings and engravings; paper for use in the production of wallpaper; paper for decoration purposes; wrapping materials; wallpaper pattern books; adhesives for household purposes; teaching and instructional materials; artists materials; writing instruments; stationery (Int. 16).			
	International	24		Textiles and textile goods; textile place goods; textile piece goods for household or furnishing purposes and textile articles made therefrom; fabrics, textile fabrics, furnishing fabrics, wall coverings and hangings and ceiling coverings and hangings made wholly or principally of textile materials; tapestries; curtains, curtain holders; blinds, roller blinds; loose covers for furniture, upholstery fabrics, cushion covers; bed covers, bed linen, bedspreads, sheets, quilts, pillowcases, duvet covers; household linen, table covers, table cloths, table linen, table napkins; bath linen, towels, face flannels; handkerchiefs (Int. 24).			
	International	27		Carpets, rugs, mats and matting, linoleum; floor coverings; wall and ceiling coverings; wall and ceiling hangings; wallpaper and ceiling paper (Int. 27).			
	International	28		Toys; games; playthings; sports equipment and sporting goods; sports bags; parts and fittings for all the aforesaid (Int. 28).			

<b>TOMMY BAHAMA</b>	110618 264257	HUTCG	Registered	93/472,619 06/17/1993	93,472,619 06/17/1993	06/17/2013	
<b>Country:</b>	France		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	025		IC 25: Clothing, footwear, headgear.			

<b>TOMMY BAHAMA</b>	110618 264258	HUTCG	Registered	V 24 264/25 Wz 06/01/1993	2 060 929 03/28/1994	06/30/2013	
<b>Country:</b>	Germany		<b>Owner:</b> Tommy Bahama Group, Inc.		0		
<b>Class/ Goods:</b>	International	025		IC 25: Clothing, belts, hats, gloves, stockings and socks, scarves, ties, footwear.			

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>TOMMY BAHAMA</b>	110618 264241	HUTCG	Registered	97/11044 08/04/1997	B16116/1999 08/04/1997	08/03/2014	
<b>Country:</b>	Hong Kong		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	25		Clothing for men, women and children; knitted and woven shirts, pants and jeans; sweaters; outerwear, coats, jackets and capes; belts, hats, gloves, socks, scarves and neckwear, shoes; all included in Class 25 but none of the aforesaid goods containing or made of denim.			

<b>TOMMY BAHAMA</b>	110618 327226	HUTCG	Registered	300843345 03/30/2007	300843345 03/30/2007	03/29/2017	
<b>Country:</b>	Hong Kong		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	16		Printed matter; wallpaper sample books, wallpaper pattern books, books containing samples of wall coverings (Int. 16).			
	International	24		Textiles and textile goods; textile wallpaper; wall hangings of textile (Int. 24).			
	International	27		Wall hangings (non textile); wallpaper; wallpaper trimmings (Int. 27).			

<b>TOMMY BAHAMA</b>							
	110618		HUTCG	Registered	RM2003C002891	670494	06/25/2013
	264248				02/09/1996	02/09/1996	
<b>Country:</b>	Italy		<b>Owner:</b> Tommy Bahama Group, Inc.			0	
<b>Class/ Goods:</b>	International	025	IC 25: Clothing, footwear and headgear.				

<b>TOMMY BAHAMA</b>							
	110618		HUTCG	Registered	66335/93	3,151,076	04/30/2016
	264249				06/28/1993	04/30/1996	
<b>Country:</b>	Japan		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	025	IC 25: Clothing, footwear, and belts.				

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<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
<b>TOMMY BAHAMA</b>							
	110618		HUTCG	Registered	105957/1997	4,444,007	01/05/2011
	264261				04/11/1997	01/05/2001	
<b>Country:</b>	Japan		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	032	IC 32: Beer, soft drinks, fruit juices, vegetable juices, whey beverages, extracts of hops for making beer.				

<b>TOMMY BAHAMA</b>							
	110618		HUTCG	Registered	2007-033253	5107715	01/25/2018
	327227				04/05/2007	01/25/2008	
<b>Country:</b>	Japan		<b>Owner:</b> Tommy Bahama Group, Inc.			0	
<b>Class/ Goods:</b>	International	16	Wallpaper sample books (Int. 27).				
	International	27	Wallpaper, textile wallpapers (Int. 27).				

<b>TOMMY BAHAMA</b>							
	110618		HUTCG	Registered	575,793	820,490	11/18/2012
	264691				11/18/2002	02/13/2004	
<b>Country:</b>	Mexico		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	8	Flatware, namely, forks, knives, and spoons; serving utensils made of non-precious metals, namely, serving ladles, serving spoons, and serving forks (Int. 8).				

<b>TOMMY BAHAMA</b>							
	110618		HUTCG	Registered	575,792	785,311	11/18/2012
	264625				11/18/2002	03/27/2003	
<b>Country:</b>	Mexico		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	021	IC 21: Ceramic and porcelain dinnerware for casual and fine dining, namely serving dishes and bowls, serving platters, dinner plates, chargers, salad plates, soup bowls, cups, saucers, mugs; serving forks, serving ladles not of precious metal, salt and pepper shakers, salt and pepper mills, creamers, sugar bowls, butter dishes, candy dishes, canisters, gravy boats, trivets, napkin rings not of precious metals, napking holders, candle holders, baskets, vases, figurines, placecard holders; glassware, namely, stemware, water glasses, beverage glasses, wine glasses, champagne flutes and bowls, beer glasses, tumblers, snifters, pitchers and decanters; glass jars and bottles for oil, vinegar, spices, cookies, jams, jellies and for decorative purposes sold empty; ice buckets.				

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<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
<b>TOMMY BAHAMA</b>							
	110618		HUTCG	Registered	513,987	729,170	10/26/2011
	264362				10/26/2001	12/17/2001	
<b>Country:</b>	Mexico		<b>Owner:</b> Tommy Bahama Group, Inc.			0	
<b>Class/ Goods:</b>	International	011	IC 11: Lamps.				

<b>TOMMY BAHAMA</b>							
	110618		HUTCG	Registered	603,441	812,317	06/02/2013
	266209				06/02/2003	11/14/2003	
<b>Country:</b>	Mexico		<b>Owner:</b> Tommy Bahama Group, Inc.				

**Class/ Goods:** International 034 Ashtrays, humidors, cigar cutters, cigarette and cigar lighters not of precious metal.

**TOMMY  
BAHAMA**

110618 HUTCG Pending 924840 04/04/2018  
341577 04/04/2008  
**Country:** Mexico **Owner:** Tommy Bahama Group, Inc.  
**Class/ Goods:** International 32

**TOMMY  
BAHAMA**

110618 HUTCG Registered 848495 987843 04/13/2017  
327228 04/13/2007 05/31/2007  
**Country:** Mexico **Owner:** Tommy Bahama Group, Inc. 0  
**Class/ Goods:** International 027 Wallpaper (Int. 27).

**TOMMY  
BAHAMA**

110618 HUTCG Registered 848221 989804 04/12/2017  
329050 04/12/2007 06/26/2007  
**Country:** Mexico **Owner:** Tommy Bahama Group, Inc.  
**Class/ Goods:** International 16 Wallpaper sample books (Int. 16).

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<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
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**TOMMY  
BAHAMA**

	110618	HUTCG	Registered	603,435	808,860	06/02/2013	
	266207			06/02/2003	10/09/2003		
<b>Country:</b>	Mexico			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 016			IC 16: Writing instruments, stationery, greeting cards, self-adhesive notes, desk blotters, desk sets, photo albums..			

**TOMMY  
BAHAMA**

	110618	HUTCG	Registered	848222	986976	04/12/2017	
	329051			04/12/2007	05/30/2007		
<b>Country:</b>	Mexico			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 24			Textile wallpaper (Int. 24).			

**TOMMY  
BAHAMA**

	110618	HUTCG	Registered	171723	443,755	06/29/2013	
	264250			0612911993	06/29/1993		
<b>Country:</b>	Mexico			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 025			IC 25: Clothing, footwear, headgear.			

**TOMMY  
BAHAMA**

	110618	HUTCG	Registered	891176	1013060	10/23/2017	
	335088			10/23/2007	11/22/2007		
<b>Country:</b>	Mexico			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 18			Luggage (Int. 18).			

**TOMMY  
BAHAMA**

	110618	HUTCG	Registered	603,436	808,861	06/02/2013	
	266206			06/02/2003	10/09/2003		
<b>Country:</b>	Mexico			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 004			IC 4: Tapers and candles.			

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<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
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**TOMMY  
BAHAMA**

	110618	HUTCG	Registered	603,437	808,862	06/02/2013	
	266208			06/02/2003	10/09/2003		
<b>Country:</b>	Mexico			<b>Owner:</b> Tommy Bahama Group, Inc.			



<b>Class/ Goods:</b>	International	028	IC 28: Board games, poker chips, checkers pieces, chess sets, croquet sets, shuffle board sets, bocci balls, dart boards and darts, billiard balls, billiard and pool cues.
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**TOMMY  
BAHAMA**

	110618		HUTCG	Registered	513,986	729,169	10/26/2011
	264357				10/26/2001	12/17/2001	
<b>Country:</b>	Mexico		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	014	IC 14: Watches.				

**TOMMY  
BAHAMA**

	110618		HUTCG	Registered	251907	251907	08/02/2016
	264256				08/02/1995	06/09/1997	
<b>Country:</b>	New Zealand		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	025	IC 25: Clothing, footwear and headgear.				

**TOMMY  
BAHAMA**

	110618		HUTCG	Published	766207	04/02/2017	
	327229				04/02/2007		
<b>Country:</b>	New Zealand		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	16	Sample books including wallpaper sample books, wallpaper pattern books, sample cards, sample folders; stationery; printed matter; photographs; office requisites (except furniture); instructional and teaching material (except apparatus); paper for use in the production of wallpaper; paper, cardboard and goods made from these materials, not included in other classes (Int. 16).				
	International	24	Textiles and textile goods, not included in other classes; bed and table covers (Int. 24).				
	International	27	Covering for walls; wallpaper, wallpaper trimmings, wallpaper with a textile covering; carpets, rugs, mats, matting and other materials for covering existing floors; wall hangings (non-textile) (Int. 27).				

<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
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**TOMMY  
BAHAMA**

	110618		HUTCG	Published	4-2007-009503		
	335809				08/30/2007		
<b>Country:</b>	Philippines		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	25	Men's, women's, boys', and girls' clothing; namely, knit and woven shirts; knit and woven pants, shorts, and jeans; sweaters, jackets, vests, coats, rainwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerschiefs (int. 25).				

**TOMMY  
BAHAMA**

	110618		HUTCG	Suspended	4-2007-003459		
	327230				04/02/2007		
<b>Country:</b>	Philippines		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	16	Wallpaper, wallpaper sample books, textile wallpaper (Int. 16).				
	International	24	Wallcoverings (Int. 24).				

**TOMMY  
BAHAMA**

	110618		HUTCG	Registered	1,774,917	1,774,917	07/29/2013
	264240				07/29/1993	07/29/1993	
<b>Country:</b>	Spain		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	025	IC 25: Articles of ready-made clothing for men, women and children: and especially shirts (knit and woven), pants, shorts and jeans (knit and woven), sweaters, outerwear, and accessories. namely belts, hats, gloves, socks, scarves, neckwear and shoes.				

**TOMMY  
BAHAMA**

	110618		HUTCG	Registered	TM/2007/000130	TM/2007/000130	04/26/2017
	328816				04/26/2007	11/02/2047	
<b>Country:</b>	St. Lucia		<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	24	Textile wallpaper (Int. 24).				

<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
<b>TOMMY BAHAMA</b>	110618 327232	HUTCG	Registered	TM/2007/000129 04/26/2007	TM/2007/000129 11/02/2007	04/26/2017	
<b>Country:</b>	St. Lucia			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 16			Wallpaper sample books (int. 16); and			
	International 27			Wallpaper (Int. 27).			

<b>TOMMY BAHAMA</b>	110618 264501	HUTCG	Registered	253 of 2002 08/16/2002	1,534,082 08/16/2002	04/27/2010	
<b>Country:</b>	St. Lucia			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 025			IC 25: Articles of outer clothing; shirts; trousers; shorts; jeans; sweaters; Jackets; waistcoats; coats; rainwear, belts; hats; gloves; socks, scarves; ties; ascots; neckerchiefs.			

<b>TOMMY BAHAMA</b>	110618	HUTCG	Registered	TM/2002/000235 235 of 2002 03/14/2003		03/14/2013	
<b>Country:</b>	St. Lucia			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 035			IC 35: Retail store services featuring clothing, swimwear, and general consumer goods.			

<b>TOMMY BAHAMA</b>	110618 327233	HUTCG	Registered	53506/2007 03/29/2007	560 860 03/29/2007	03/29/2017	
<b>Country:</b>	Switzerland			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 16			Wallpaper sample books (Int. 16).			
	International 24			Textile wallpaper (Int. 24)			
	International 27			Wallpaper, not of textile material (Int. 27).			

<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
<b>TOMMY BAHAMA</b>	110618 264440	HUTCG	Registered	10143/2001 10/19/2001	497577 10/19/2001	1W19/2011	
<b>Country:</b>	Switzerland			<b>Owner:</b> Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International 003			IC 3: Perfumes, essential oils, beauty products, soaps, deodorants for personal use, antiperspirants.			
	International 009			IC 9: Glasses and sunglasses, visual lenses; eyeglass frames; eyeglass cases; eyeglass chains.			
	International 011			IC 11: Lighting fixtures.			
	International 014			IC 14: Watches, clocks and time measurement instruments, Jewelry; trays made out of precious metal for household use.			
	International 016			IC 16: Paper, cardboard and goods made out of these materials, provided they are not contained in other classes; printed products; wrapping materials made out of plastic, provided they are not contained in other classes; wrappers for business cards and credit cards: wrappers for passports.			
	International 018			IC 18: Leather and feather Imitations and goods made out of it; provided they are not contained in other classes, namely suitcases, travel suitcases, wardrobe trunks, suit bags, toiletry bags made out of leather and leather imitations, backpacks, carry-one, duffel bags, athletic bags; beach bags; clutches, hand bags, shopping bags, shoulder bags, travel bags, briefcases, wallets, purses, pouches, suitcase tags made out of leather and leather imitations, purses.			
	International 020			IC 20: Furniture, mirrors, frames; goods, if contained In class 20, made out of wood, cork, duct, cane, willow, horn, Ivory or plastic, namely decorative goods made out of non-textile material, cans, boxes made out of wood or plastic.			
	International 021			IC 21: Urns and vases (not made out of precious metal), flower pots, planting pots, pottery, ceramics, outer flower pots, not made out of paper, cleaning cloths for glasses; trays for household use, not made out of precious metal.			

International	024	IC 24: Weaved fabrics and textiles, as contained in class 24; bathing cloths (except bathing garments), bed linens, table linens made out of textile.
International	025	IC 25: Garments, shoes, head coverings.
International	027	IC 27: Rugs, doormats. mats; bath mats; washcloths.

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
	International	028		IC 28: Golf bags, with or without wheels, golf gloves, playing cards.			
	International	032		IC 32: Beer.			
	International	035		IC 35: Retail items with articles of clothing, shoes, head coverings as well as the other goods mentioned in the foregoing classes.			
	International	043		IC 43: Operation of restaurants, bars and restaurants with outdoor selling areas; catering of guests in restaurants, bars, snack bars and cafeterias.			

**TOMMY BAHAMA**

110618  
333152  
**Country:** United Arab Emirat  
**Class/ Goods:** International 24  
HUTCG Pending 97367 07/12/2017  
07/12/2007  
**Owner:** Tommy Bahama Group, Inc.

**TOMMY BAHAMA**

110618  
327234  
**Country:** United Arab Emirat  
**Class/ Goods:** International 16  
HUTCG Pending 97365 07/12/2017  
07/12/2007  
**Owner:** Tommy Bahama Group, Inc.

**TOMMY BAHAMA**

110618  
333157  
**Country:** United Arab Emirat  
**Class/ Goods:** International 27  
HUTCG Pending 97375 07/12/2017  
07/12/2007  
**Owner:** Tommy Bahama Group, Inc.

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Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>TOMMY BAHAMA</b>	110618 264255	HUTCG	Registered	1534082 04/27/1993	A1534082 05/10/1996	04/27/2010	
	<b>Country:</b> United Kingdom			<b>Owner:</b> Tommy Bahama Group, Inc.			
	<b>Class/ Goods:</b> International	025		IC 25: Articles of outer clothing; shirts; trousers; shorts; jeans; sweaters; jackets; waistcoats; coats; rainwear; belts; hats; gloves; socks; scarves; ties; ascots; neckerchiefs.			

**TOMMY BAHAMA**

110618  
335077  
**Country:** United Kingdom  
**Class/ Goods:** International 18  
HUTCG Registered 2469352 10/12/2007 2469352 05/23/2008 10/12/2017  
**Owner:** Tommy Bahama Group, Inc.  
Leather and imitations of leather and goods made of these materials and not included in other classes; animal skins, hides; trunks and travelling bags; walking sticks; whips, harness and saddlery; luggage; purses; bags; saddle bags; bike bags; rucksacks and travel bags; wallets; briefcases, document wallets; sports bags; parts and fittings for all the aforesaid goods (Int. 18).

**TOMMY BAHAMA**

110618  
264274  
HUTCG Published 8806-99 05/25/1999

**Country:** Venezuela  
**Class/ Goods:** International 025  
**Owner:** Tommy Bahama Group, Inc.  
 IC 25: Men's, women's, boys', and girls' clothing; namely, knit and woven pants, shorts, and jeans; sweaters, jackets, vests, coats, rainwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs.

**TOMMY BAHAMA**

110618 HUTCG Published 2007-008062  
 327235 04/17/2007  
**Country:** Venezuela  
**Owner:** Tommy Bahama Group, Inc.  
**Class/ Goods:** International 27 Wallpaper (Int. 27).

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>TOMMY BAHAMA</b>	110618	HUTCG	Published	2007-008061			
	328815			04/17/2007			
	<b>Country:</b> Venezuela			<b>Owner:</b> Tommy Bahama Group, Inc.			
	<b>Class/ Goods:</b> International 24			Textile wallpaper (Int. 24).			

**TOMMY BAHAMA**

110618 HUTCG Published 2007-008060  
 328811 04/17/2007  
**Country:** Venezuela  
**Owner:** Tommy Bahama Group, Inc.  
**Class/ Goods:** International 16 Wallpaper sample books (Int. 16),

**TOMMY BAHAMA TROPICAL CAFE**

110618 HUTCG Pending 924481 04/04/2018  
 341599 04/04/2008  
**Country:** Mexico  
**Owner:** Tommy Bahama Group, Inc.  
**Class/ Goods:** International 43

**TOMMY BAHAMA (Stylized) & Palm Tree Design**

110618 HUTCG Registered 1167083 1167083 03/19/2017  
 327128 03/19/2007 03/19/2007  
**Country:** Australia  
**Owner:** Tommy Bahama Group, Inc.  
**Class/ Goods:** International 24 Textiles and textile goods, not included in other classes; bedding, including bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, dust ruffles, throws, matelasse coverlets, bed scarves, bed sheers; towels, bath sheets, wash cloths and washing mitts, shower curtains; table linen, including table cloths, napkins, piece mats, coasters; fabric bath mats (t. 24).  
 International 25 Clothing, footwear, headgear, belts, camp shirts, gold shirts, hats, jackets, knit shirts, neckwear, pants, polo shirts, shirts, shoes, shorts, sweaters (Int. 25).

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
<b>TOMMY BAHAMA AMBER ISLE COLLECTION (Stylized) &amp;</b>	110618	HUTCG	Registered	1167053	1167053	03/19/2017	
	327130			03/19/2007	03/19/2007		
	<b>Country:</b> Australia			<b>Owner:</b> Tommy Bahama Group, Inc.			
	<b>Class/ Goods:</b> International 20			Furniture (Int. 20).			

**TOMMY BAHAMA GOLDEN SUN**

110618 HUTCG Pending 1,398,187  
 345354 06/04/2008  
**Country:** Canada  
**Owner:** Tommy Bahama Group, Inc.  
**Class/ Goods:** International 00 Distilled spirits and liquors namely rum.

**TOMMY BAHAMA ISLAND SOFT**

110618 HUTCG Registered 1167082 1167082 03/19/2017  
 327131 03/19/2007 03/19/2007  
**Country:** Australia  
**Owner:** Tommy Bahama Group, Inc.

<b>Class/ Goods:</b>	International	25	Clothing, footwear, headgear, men's, women's, boys' and girls' clothing, including knit and woven pants, shorts and Jeans: shirts, sweaters, Jackets, vests, coats, rainwear, sleepwear. belts, hats, gloves, socks, scarves, ties, ascots and neckerchiefs (Int. 25).
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**TOMMY BAHAMA RELAX**

	110618		HUTCG	Pending	1167076	03/19/2017		
	327138				03/19/2007			
<b>Country:</b>	Australia							
<b>Class/ Goods:</b>	International	11	<b>Owner:</b> Tommy Bahama Group, Inc.					
			Apparatus for lighting, lamps and electric lighting fixtures; apparatus for ventilating, ceiling fans (Int. 11).					
	International	14	Horological and chronometric instruments; watches (Int. 14).					
	International	16	Paper, cardboard and goods made from these materials, not included in other classes; printed matter; photographs; stationery; adhesives for stationery or household purposes; office requisites (except furniture); writing Instruments, greeting cards, self-adhesive notes, desk blotters, desksets, photo albums, passport holders, playing cards (Int. 16).					
	International	18	Leather and imitations of leather, and goods made of these materials and not included In other classes; trunks and travelling bags; suitcases, portmanteaus, travelling trunks, garment bags, toiletry cases sold empty, backpacks,					

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
							carryon bags, overnight bags, overnight cases, duffel bags, all purpose sports bags, beach bags, clutch bags, clutch purses, leather shopping bags, shoulder bags, tote bags, briefcases, business card cases, credit card cases, attache cases, document cases, key cases, wallets, change purses, fanny packs, handbags, leather key fobs, luggage tags. pocketbooks; umbrellas (Int. 18).
	International	20					Furniture (Int. 20).
	International	21					Household or kitchen utensils and containers (not of precious metal or coated therewith); glassware, porcelain and earthenware not included in other classes; ceramic and porcelain dinnerware for casual and fine dining, including serving dishes and bowls, serving platters, dinner plates, chargers, salad plates, soup bowls, cups, saucers, mugs; serving platters, serving trays and decorative trays not of precious metal, salt and pepper shakers, salt and pepper mills, sugar bowls, butter dishes, candy dishes, trivets, napkin rings not of precious metals, napkin holders, candle holders, wood and wicker baskets, vases, placecard holders; glassware, including stemware, water glasses, beverage glasses, wine glasses, champagne flutes and bowls, beer glasses, tumblers, snifters, pitchers and decanters; glass jars and bottles for oil, vinegar, spices, cookies, jams, jellies and for decorative purposes sold empty; non-metal decorative boxes (Int. 21).
	International	24					Textiles and textile goods, not included in other classes; bedding, including bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts end quilt covers, bed skirts, dust ruffles, throws, matelasse coverlets, bed scarves, bed sheers; towels, bath sheets, wash cloths and washing mitts, shower curtains; table linen, including table cloths, napkins, place mats, coasters; fabric bath mats (Int. 24).
	International	25					Clothing, footwear, headgear (Int. 25).
	International	27					Rugs, carpets, mats, matting and other materials for covering existing floors (Int. 27).
	International	28					Sporting articles, apparatus and equipment; golf equipment, golf balls, golf clubs and putters, head covers for golf clubs and putters, golf bags and golf bag covers, divot repair tools, golf ball markers, golf brushes, golf gloves, golf bag tags, golf tees, golf accessory pouches (Int. 28).
	International	3					Perfume, eau de cologne, eau de perfume, eau de toilette, shower gel, body lotion, skin soaps, personal deodorants end antiperspirants, aftershave lotion, hair lotions, essential oils for personal use and body powder (Int. 3).
	International	34					Smokers' articles: ashtrays, humidors, cigar cutters, cigarette and cigar lighters not of precious metals (Int. 34).
	International	35					Retailing, Including retail store services featuring clothing and general consumer goods (Int. 35).

Tmk Name	Client # Matter #	Atty	Status	Application No & Date	Registration No & Date	Renew Date	First Use Date
	International	4					Tapers and candles (Int. 4).

International	9	Magnetic data carriers, recording discs, pre-recorded compact discs featuring music and vocals; eyewear; eyeglasses and sunglasses; ophthalmic lenses; eyeglass and sunglass frames; eyeglass and sunglass cases; eyewear accessories, including eyeglass cords, eyeglass chains and eyeglass cleaning cloths (Int. 9).
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**TOMMY BAHAMA RELAX**

110618		HUTCG	Registered	800048	949688	08/11/2016
304912				08/11/2006	08/28/2006	
<b>Country:</b>	Mexico	<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	25	Men's and women's clothing, namely, shirts, pants, shads, sweaters, jackets, hats and swimwear (Int. 25).			

**TOMMY BAHAMA SHADE MAKER (Stylized) & Design**

110618		HUTCG	Pending	1167081	03/19/2017	
327132				03/19/2007		
<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	25	Clothing, headgear, hats (Int. 25).			

**TOMMY BAHAMA'S TROPICAL CAFE**

110618		HUTCG	Registered	970083471	1233917	12/19/2008
264245				08/11/1997	12/20/1998	
<b>Country:</b>	China P.R.	<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	42	IC 42: Restaurant services.			

**TOMMY BAHAMA'S TROPICAL CAFE**

110618		HUTCG	Registered	97/11042	10870/1999	08/03/2014
264242				08/04/1997	09/06/1999	
<b>Country:</b>	Hong Kong	<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	42	Restaurant services.			

<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
<b>TOMMY BAHAMA'S TROPICAL CAFE</b>							
	110618	HUTCG	Registered	105958/1997	4,342,641	12/10/2009	
	264267			04/11/1997	12/10/1999		
<b>Country:</b>	Japan	<b>Owner:</b> Tommy Bahama Group, Inc.					
<b>Class/ Goods:</b>	International	042	IC 42: Serving food & drink (restaurant services), beauty salons, hairdressing salons, public baths, meteorological information, testing/screening/research of pharmaceuticals/cosmetics/food, testing/research for machinery, agencies for industrial property procedures/preparation of expert opinions and other business, litigation and other legal services and advice, agencies for registration/deposits (services by judicial scriveners), massage/therapeutic finger-pressing, moxa cautery (moxibustion), bone-resetting by Judo technique, acupuncture, medical services, providing medical information, physical examination, dentistry, preparation of medicines, veterinary diagnostics, rental/leasing of knitting machines, rental/leasing of sewing machines, rental of otted plants, rental leasing of curtains, rental/leasing of furniture, rental/leasing of wall hangings, rental/leasing of mattings, rental/leasing of cameras, rental/leasing of optical instruments, rental/leasing of fishing instruments, rental/leasing of mining instruments, rental/leasing of measuring apparatus/instruments, rental/leasing of combine harvesters, rental/leasing of altars, rental/leasing of mowers, rental/leasing of fire alarms, rental/leasing of fire extinguishers, rental/leasing of towels, rental/leasing of air conditioning and heating apparatus, rental/leasing of ultrasonic diagnostic equipment, rental/leasing of cookers, rental/leasing of working surfaces, rental/leasing of sinks, rental/leasing of typographic machines, rental/leasing of instruments for beauty parlors or barbers, rental/leasing of physical or chemical instruments.				

**TOMMY BOHAMA**

110618		HUTCG	Pending	3128153		
264531				03/28/2002		
<b>Country:</b>	China P.R.	<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	025	IC 25: Men's, women's and children's clothing namely knit and woven shirts; knit and woven pants; shorts and jeans; sportswear, sweaters; outwear namely coats, jackets, capes; cappa; clothing accessories namely belts, hats, gloves, socks, scarves and neckwear, and shoes.			

**TORTOLA**

110618		HUTCG	Pending	1,167,080	03/19/2017	
327133				03/19/2007		
<b>Country:</b>	Australia	<b>Owner:</b> Tommy Bahama Group, Inc.				
<b>Class/ Goods:</b>	International	25	Clothing, men's knit and woven shirts (Int. 25).			

<u>Tmk Name</u>	<u>Client # Matter #</u>	<u>Atty</u>	<u>Status</u>	<u>Application No &amp; Date</u>	<u>Registration No &amp; Date</u>	<u>Renew Date</u>	<u>First Use Date</u>
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**TRAVELER'S  
RETREAT**

	110618	HUTCG	Registered	1167079	1167079	03/19/2017
	327135			03/19/2007	03/19/2007	
<b>Country:</b>	Australia	<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	20	Furniture (Int. 20).			

**TROPICOTTON**

	110618	HUTCG	Registered	1167078	1167078	03/19/2017
	327136			03/19/2007	03/19/2007	
<b>Country:</b>	Australia	<b>Owner:</b>	Tommy Bahama Group, Inc.			
<b>Class/ Goods:</b>	International	25	Clothing, women's clothing, including knit and woven pants and short; jackets (Int. 25).			

Record Count: 153

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Copyright Title	Alternate Title	Author/Claimant	Registration #	Year Registered	Description
TB3750 TB1095 (21) LA NINA COLADA CAMP		Viewpoint International, Inc.	VA 1-245-389	2002	Fabric Design
TB 3754 (21) LEAF AND LET LEAF CAMP		Viewpoint International, Inc.	VA 1-245-390	2002	Fabric Design
T83803 (21) VINTAGE VINES		Viewpoint International, Inc.	VA 1-245-391	2002	Fabric Design
TB3778 (21) LOVERS LANE		Viewpoint International, Inc.	VA 1-245-392	2002	Fabric Design
TB3752 (21) PERSIAN PROMISE		Viewpoint International, Inc.	VA 1-245-393	2002	Fabric Design
TB3770 (21) CATALINA CORSAGE		Viewpoint International, Inc.	VA 1-245-394	2002	Fabric Design
TB3747 TB9051 (21) GARDEN OF HOPE AND COURAGE MENS		Viewpoint International, Inc.	VA 1-245-395	2002	Fabric Design
TB3777 (21) KIMONO		Viewpoint International, Inc.,	VA 1-245-396	2002	Fabric Design
TB3667 (21) FLORAL IMPRESSION (BORDER)		Viewpoint International, Inc.	VA 1-245-397	2002	Fabric Design
TB3788 (21) FOULARD'S GOLD CAMP		Viewpoint International, Inc.	VA 1-245-398	2002	Fabric Design
TB3749 (21) NO MONEY, NO HONEY CAMP		Viewpoint International, Inc.,	VA 1-245-399	2002	Fabric Design
TB3792 (21) EL JARDIN CAMP		Viewpoint International, Inc.	VA 1-245-400	2002	Fabric Design
TB3748 TB9052 (21) BAHAMARAMA		Viewpoint International, Inc.	VA 1-245-401	2002	Fabric Design
TB2370 (21) GARDEN OF EDEN		Viewpoint International, Inc.	VA 1-245-402	2002	Fabric Design
TB2390 (21) OOH LA LEI POLO		Viewpoint International, Inc.	VA 1-245-403	2002	Fabric Design
TB2398 (21) ST. LUCIO POLO		Viewpoint International, Inc.	VA 1-245-404	2002	Fabric Design
TB3781 TB1093 TB9056 (21) LOBSTER LIASON CAMP		Viewpoint International, Inc.	VA 1-245-405	2002	Fabric Design
TB3736 TB9048 (21) ISLAND OF DESIRE		Viewpoint International, Inc.	VA 1-245-406	2002	Fabric Design
TB2397 (21) WATER LILY		Viewpoint International, Inc.	VA 1-245-407	2002	Fabric Design
TB2396/TB3799 (21) MAKIN' WAVES/BLOW ME AWAY CAMP		Viewpoint International, Inc.	VA 1-245-408	2002	Fabric Design
TB3763 (21) PAISLEY PASSION		Viewpoint International, Inc.	VA 1-245-409	2002	Fabric Design
TB2371 (21) FLORAL RHAPSODY		Viewpoint International, Inc.	VA 1-245-410	2002	Fabric Design
TB3756 (21) PLAID TASTIK CAMP		Viewpoint International, Inc.	VA 1-245-411	2002	Fabric Design
TB3734/TB9045 BONGO CONGO CAMP		Viewpoint International, Inc.	VA 1-245-412	2002	Fabric Design
TB3739 (21) SEISMO-PLAID CAMP		Viewpoint International, Inc.	VA 1-245-413	2002	Fabric Design
TB3745 (21) A SHORE THING CAMP		Viewpoint International, Inc.	VA 1-245-414	2002	Fabric Design

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Author/Claimant</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
TB3773 TB9048 (21) HERMIT THE CRAB CAMP		Viewpoint International, Inc.	VA 1-245-352	2002	Fabric Design
TB1091 (21) PARADISE PAISLEY		Viewpoint International, Inc.	VA 1-245-353	2002	Fabric Design
TB3735 (21) FAN FLORA CAMP		Viewpoint International, Inc.	VA 1-245-354	2002	Fabric Design
TB2373 (21) SOLSTICE		Viewpoint International, Inc.	VA 1-245-355	2002	Fabric Design
TB3761 (21) TRYST IN THE MIST CAMP		Viewpoint International, Inc.	VA 1-245-358	2002	Fabric Design
TB1086 (21) PINA POWER		Viewpoint International, Inc.	VA 1-245-356	2002	Fabric Design
TB2372 121) PINEAPPLE-PICK-ME-UP POLO		Viewpoint International, Inc.	VA 1-245-357	2002	Fabric Design
TB2344 (21) PANDA CHOW POLO		Viewpoint International, Inc.	VA 1-245-360	2002	Fabric Design
TB3800 TB9047 TB1094 (21) BRUCE'S BALLAD CAMP		Viewpoint International, Inc.	VA 1-245-359	2002	Fabric Design
TB3806 (21) SHELL SHOCKED CAMP		Viewpoint International, Inc.	VA 1-245-361	2002	Fabric Design
TB3740 (21) BE THERE OR BE SQUARE CAMP		Viewpoint International, Inc.	VA 1-245-362	2002	Fabric Design
TB1092 (21) CALYPSO QUEEN		Viewpoint International, Inc.	VA 1-245-363	2002	Fabric Design
TB3755 (21) PLAID TO SEE YOU CAMP		Viewpoint International, Inc.	VA 1-245-364	2002	Fabric Design
TB3753 (21) FLORENTINE SHELL		Viewpoint International, Inc.	VA 1-245-365	2002	Fabric Design
TB3918 (21) SHADY PALMS CAMP		Viewpoint International, Inc.	VA 1-245-368	2002	Fabric Design
TB3917 (21) SUGAR PLAIDY CAMP		Viewpoint International, Inc.	VA 1-245-357	2002	Fabric Design
TB3757 (21) PARADISE BOUND CAMP		Viewpoint International, Inc.	VA 1-245-368	2002	Fabric Design
TB3775 (21) GARDEN OF HOPE AND COURAGE WOMENS		Viewpoint International, Inc.	VA 1-245-369	2002	Fabric Design
TB3780 TB9053 (21) SOLSTICE		Viewpoint International, Inc.	VA 1-245-370	2002	Fabric Design
TB3759 (21) HELLUVA HONEYMOON		Viewpoint International, Inc.	VA 1-245-371	2002	Fabric Design
TB3782A/TB9054 (21) BIM-BAM-BOOM		Viewpoint International, Inc.	VA 1-245-372	2002	Fabric Design
TB2384 (21) TWILIGHT WHISPER		Viewpoint International, Inc.	VA 1-245-373	2002	Fabric Design
TB3733 (21) PAISLEY PALACE		Viewpoint International, Inc.	VA 1-245-374	2002	Fabric Design
TB3772 (21) ALTANIS DELIGHT		Viewpoint International, Inc.	VA 1-245-375	2002	Fabric Design
TB3779 (21) FLORAL SUSPENSE		Viewpoint International, Inc.	VA 1-245-376	2002	Fabric Design
TB3910 (21) FERN EUPHORIA		Viewpoint International, Inc.	VA 1-245-377	2002	Fabric Design

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Author/Claimant</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
TB2404 (21) BANDITO LITO		Viewpoint International, Inc.	VA 1-245-378	2002	Fabric Design
TB3798 TB9060 (21) HALO HALO		Viewpoint International, Inc.	VA 1-245-379	2002	Fabric Design
TB3632 (21) JURASSIC PALMS CAMP		Viewpoint International, Inc.	VA 1-245-380	2002	Fabric Design
TB3922 (21) TIKI TIME CAMP		Viewpoint International, Inc.	VA 1-245-381	2002	Fabric Design
TB3789 (21) PINEAPPLE TWIST CAMP		Viewpoint International, Inc.	VA 1-245-382	2002	Fabric Design
TB3758 TB9057 (21) TAKEN BY STORM CAMP		Viewpoint International, Inc.	VA 1-245-383	2002	Fabric Design
TB2374 (21) KING OF THE JUNGLE POLO		Viewpoint International, Inc.	VA 1-245-384	2002	Fabric Design
TB3792 (21) FLORAL IMPRESSION (BACKGRD)		Viewpoint International, Inc.	VA 1-245-385	2002	Fabric Design
TB3737 (21) SINGAPORE SENSATION		Viewpoint International, Inc.	VA 1-245-386	2002	Fabric Design
TB30012 (23) BIG KAHUNA POND		Viewpoint International, Inc.	VA 1-247-502	2002	Fabric Design
TB30006 (23) PLAD ABOUT PAISLEY		Viewpoint International, Inc.	VA 1-247-503	2002	Fabric Design
TB3925 (23) BAMBOO BLIND		Viewpoint International, Inc.	VA 1-247-504	2002	Fabric Design
TB2410 (23) FERNTASIA		Viewpoint International, Inc.	VA 1-247-505	2002	Fabric Design
TB30029 (23) SANDPIPER PLAID		Viewpoint International, Inc.	VA 1-247-506	2002	Fabric Design
TB3920 (23) TAHITIAN TANGO		Viewpoint International, Inc.	VA 1-247-507	2002	Fabric Design
TB3997 (23) RUM RUNNER STRIPE		Viewpoint International, Inc.	VA 1-247-508	2002	Fabric Design
TB30011/TB9062 (23) FLORAL ANTIQUITY	GARDEN OF HOPE AND COURAGE	Viewpoint International, Inc.	VA 1-247-509	2002	Fabric Design
TB3935 (23) EASY CHECK		Viewpoint International, Inc.	VA 1-247-510	2002	Fabric Design
TB3982/TB9072 (23) CAPE CARNIVAL		Viewpoint International, Inc.	VA 1-247-511	2002	Fabric Design
TB2433 (23) TAHITIAN TANGO		Viewpoint International, Inc.	VA 1-247-512	2002	Fabric Design
TB3957/TB2413/TB1108 (23) HYPNOTIC PALMS		Viewpoint International, Inc.	VA 1-247-513	2002	Fabric Design
TB30034 (23) PALMOA PALMS		Viewpoint International, Inc.	VA 1-247-514	2002	Fabric Design
TB3985/TB9075 (23) HANA HEAVEN		Viewpoint International, Inc.	VA 1-247-515	2002	Fabric Design
TB2412 (23) POPPY FIELDS		Viewpoint International, Inc.	VA 1-247-516	2002	Fabric Design
TB3949 (23) TWIN FALLS		Viewpoint International, Inc.	VA 1-247-517	2002	Fabric Design

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TB1105 (23) PLANT PAGEANT		Viewpoint International, Inc.	VA 1-247-518	2002	Fabric Design
TB30036 (23) PALM SOLO		Viewpoint International, Inc.	VA 1-247-519	2002	Fabric Design
TB2414 (23) WONDER WOODS		Viewpoint International, Inc.	VA 1-247-520	2002	Fabric Design
TB30027 (23) STARLIGHT PLAID		Viewpoint International, Inc.	VA 1-247-521	2002	Fabric Design
TB1104 (23) LOTS A PINEAPPLE		Viewpoint International, Inc.	VA 1-247-522	2002	Fabric Design
TB30004 (23) TALLY ME BANANAS		Viewpoint International, Inc.	VA 1-247-523	2002	Fabric Design
TB3932 (23) TIKI CORSAGE		Viewpoint International, Inc.	VA 1-247-524	2002	Fabric Design
TB3926 (23) TROPICAL VINEYARD		Viewpoint International, Inc.	VA 1-247-525	2002	Fabric Design
TB3950/TB9064 (23) FLASHBACK FLORAL		Viewpoint International, Inc.	VA 1-247-526	2002	Fabric Design
TB30013 (23) LATIN LEAF		Viewpoint International, Inc.	VA 1-247-527	2002	Fabric Design
TB3945 (23) GARDEN OF HOPE AND COURAGE	RAINFOREST	Viewpoint International, Inc.	VA 1-247-528	2002	Fabric Design
TB3973 (23) PALM IN A BOX		Viewpoint International, Inc.	VA 1-247-529	2002	Fabric Design
TB30010 (23) SABA DEDUCTION STRIPE		Viewpoint International, Inc.	VA 1-247-530	2002	Fabric Design
TB3941 (23) TROPICAL SEA GLASS		Viewpoint International, Inc.	VA 1-247-531	2002	Fabric Design
TB2417 (23) FLORAL VIBRATIONS		Viewpoint International, Inc.	VA 1-247-532	2002	Fabric Design
TB30035 (23) MINTICELLO MIST		Viewpoint International, Inc.	VA 1-247-533	2002	Fabric Design
TB30088 (23) DANCING FLOWERS		Viewpoint International, Inc.	VA 1-247-534	2002	Fabric Design
TB2418 (23) POCONO PINEAPPLE		Viewpoint International, Inc.	VA 1-247-535	2002	Fabric Design
TB2423 (23) TWIN FALLS		Viewpoint International, Inc.	VA 1-247-536	2002	Fabric Design
TB3955 (23) BIG AND BEAUTIFUL		Viewpoint International, Inc.	VA 1-247-537	2002	Fabric Design
TB3990 (23) BOURBON LEGENDS		Viewpoint International, Inc.	VA 1-247-538	2002	Fabric Design
TB30023/TB1107 (23) PALM DUNE		Viewpoint International, Inc.	VA 1-247-539	2002	Fabric Design
TB3956 (23) LOBSTER LINE DANCE		Viewpoint International, Inc.	VA 1-247-540	2002	Fabric Design
TB3996 (23) MONKEY JUNGLE		Viewpoint International, Inc.	VA 1-247-541	2002	Fabric Design
TB2416 (23) PINA COLADA		Viewpoint International, Inc.	VA 1-247-542	2002	Fabric Design
TB3953 (23) BAMBOO SUNRISE		Viewpoint International, Inc.	VA 1-247-543	2002	Fabric Design

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TB3936 (23) FLORAL PARADISE		Viewpoint International, Inc.	VA 1-247-544	2002	Fabric Design
TB3924/TB9066 (23) LEAF OF LUXURY		Viewpoint International, Inc.	VA 1-247-545	2002	Fabric Design
TB3986 (23) PINEAPPLE LANE		Viewpoint International, Inc.	VA 1-247-546	2002	Fabric Design
TB3987 (23) PALM CONCERTO #8		Viewpoint International, Inc.	VA 1-247-547	2002	Fabric Design
TB3977 (23) STRIPE TEASE		Viewpoint International, Inc.	VA 1-247-548	2002	Fabric Design
TB3963 (23) BARBADOS BAY		Viewpoint International, Inc.	VA 1-247-549	2002	Fabric Design
TB30026 (23) BEACH WALK		Viewpoint International, Inc.	VA 1-247-550	2002	Fabric Design
TB30024 (23) MOSAIC PALMS		Viewpoint International, Inc.	VA 1-247-551	2002	Fabric Design
TB30022 (23) FERN BABY FERN		Viewpoint International, Inc.	VA 1-247-552	2002	Fabric Design

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SUNSET COCKTAILS	n/a	Viewpoint International, Inc.	SR 314-648	11/29/2002	Sound recording, liner notes and jacket artwork

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<b>Copyright Title</b>	<b>Alternate Title (NONE)</b>	<b>Author/Claimant</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
TB 2515 (33) TB Tropical Punch	N/A	Viewpoint International, Inc.	VA 1-203-522	2003	Fabric Design
TB30224 (33) Figi Fest	N/A	Viewpoint International, Inc.	VA 1-203-519	2003	Fabric Design
TB2482 (33) Flirty Floral	N/A	Viewpoint International, Inc.	VA 1-203-512	2003	Fabric Design
TB2491 (33) Palm Top Hibiscus	N/A	Viewpoint International, Inc.	VA 1-203-511	2003	Fabric Design
TB2499 (33) Orchid Overture	N/A	Viewpoint International, Inc.	VA 1-203-508	2003	Fabric Design
TB2493/TB9124/TB1143 (33) Pick Me Up / Flora Bora	N/A	Viewpoint International, Inc.	VA 1-203-499	2003	Fabric Design
TB2481 (33) Calypso Cocktail	N/A	Viewpoint International, Inc.	VA 1-203-497	2003	Fabric Design
TB2514 (33) Hana Cove	N/A	Viewpoint International, Inc.	VA 1-203-495	2003	Fabric Design
TB2494 (33) Boxer Palm	N/A	Viewpoint International, Inc.	VA 1-203-489	2003	Fabric Design
TB2489 (33) Shades of Paradise	N/A	Viewpoint International, Inc.	VA 1-203-524	2003	Fabric Design

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Author/Claimant</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
BAMBOO BOUQUET	34TB436	Viewpoint International, Inc.	VA 1-221-761	2003	Fabric Design
BON VOYAGE	34TB30415	Viewpoint International, Inc.	VA 1-221-769	2003	Fabric Design
BANQUET TOSS	34TB30413	Viewpoint International, Inc.	VA 1-221-762	2003	Fabric Design
Buena Vista	34TB2535	Viewpoint International, Inc.	VA 1-217-919	2003	Fabric Design
CHAMPAGNE TOAST	34TB30427	Viewpoint International, Inc.	VA 1-217-925	2003	Fabric Design
Costa Rica	34TB30357	Viewpoint International, Inc.	VA 1-221-755	2003	Fabric Design
déjà vu	34TB30380	Viewpoint International, Inc.	VA 1-217-929	2003	Fabric Design
FANTASY ISLAND	34TB30328	Viewpoint International, Inc.	VA 1-217-931	2003	Fabric Design
FIRST DANCE	34TB30418	Viewpoint International, Inc.	VA 1-217-927	2003	Fabric Design
Flamingo Dance Towel	34TB132	Viewpoint International, Inc.	VA 1-214-455	2003	Fabric Design
FLOWER GIRL	34TB30417	Viewpoint International, Inc.	VA 1-221-771	2003	Fabric Design
Four Food Groups	T7314/T7313	Viewpoint International, Inc.	VA 1-226-307	2003	Fabric Design
Fresca Palms	34TB30399	Viewpoint International, Inc.	VA 1-217-914	2003	Fabric Design
Fresh Beverage	34TB30566	Viewpoint International, Inc.	VA 1-221-775	2003	Fabric Design
Ginger Tonic	34TB30346	Viewpoint International, Inc.	VA 1-221-760	2003	Fabric Design
GoHac	34TB30398	Viewpoint International, Inc.	VA 1-217-920	2003	Fabric Design
Hilo Hideaway	34TB2548	Viewpoint International, Inc.	VA 1-221-766	2003	Fabric Design
HONEYMOON LAGOON	34TB2525	Viewpoint International, Inc.	VA 1-221-763	2003	Fabric Design
Hula Hallucinations	34TB30375	Viewpoint International, Inc.	VA 1-221-764	2003	Fabric Design
Island Carpool	T7316	Viewpoint International, Inc.	VA 1-226-306	2003	Fabric Design
Island Gateway	34TB30405	Viewpoint International, Inc.	VA 1-221-770	2003	Fabric Design
Island Surprise	34TB2546	Viewpoint International, Inc.	VA 1-221-768	2003	Fabric Design
Jungle Rhumba	34TB30403	Viewpoint International, Inc.	VA 1-217-923	2003	Fabric Design
Kong Coast	34TB2542	Viewpoint International, Inc.	VA 1-221-756	2003	Fabric Design
LILY MY LOVE	34TB30330	Viewpoint International, Inc.	VA 1-221-765	2003	Fabric Design
Lost Islands	34TB2550	Viewpoint International, Inc.	VA 1-221-745	2003	Fabric Design
Lotus Limbo	34TB30326	Viewpoint International, Inc.	VA 1-217-913	2003	Fabric Design
LOVE BIRDS	34TB30419	Viewpoint International, Inc.	VA 1-217-922	2003	Fabric Design
Love Notes Embroidery	34TB8148	Viewpoint International, Inc.	VA 1-214-456	2003	Fabric Design
Luscious Lovelies	34TB30411	Viewpoint International, Inc.	VA 1-221-773	2003	Fabric Design
MAMBO MAMA	34TB30354	Viewpoint International, Inc.	VA 1-217-933	2003	Fabric Design
Moonlight Bay	34TB2549	Viewpoint International, Inc.	VA 1-221-745	2003	Fabric Design
ORCHID BREEZE	34TB30340	Viewpoint International, Inc.	VA 1-217-928	2003	Fabric Design
Orchids on the Run	34TB30364	Viewpoint International, Inc.	VA 1-217-930	2003	Fabric Design
PAINT THE TOWN	34TG30344	Viewpoint International, Inc.	VA 1-221-752	2003	Fabric Design
Palm Illusion	34TB30365	Viewpoint International, Inc.	VA 1-217-918	2003	Fabric Design
Palm Plle-it	34TB30360	Viewpoint International, Inc.	VA 1-217-915	2003	Fabric Design
Palm Swizzles	34TB30395	Viewpoint International, Inc.	VA 1-217-917	2003	Fabric Design
Paradise Beach	T30300	Viewpoint International, Inc.	VA 1-226-305	2003	Fabric Design
PINEAPPLE PIZAZZ	34TB1150	Viewpoint International, Inc.	VA 1-221-750	2003	Fabric Design
Pineapple Soul Mate	34TB30349	Viewpoint International, Inc.	VA 1-221-759	2003	Fabric Design
Pineapple Tango	34TB30374	Viewpoint International, Inc.	VA 1-221-758	2003	Fabric Design
Pipe Dream	34TB30387	Viewpoint International, Inc.	VA 1-221-754	2003	Fabric Design
POINSETTA PROMISE	34TB30331	Viewpoint International, Inc.	VA 1-221-747	2003	Fabric Design
Promise Me Paradise Embroidery	34TB147	Viewpoint International, Inc.	VA 1-214-454	2003	Fabric Design
ROMANTIC RENDEZVOUS	34TB30329	Viewpoint International, Inc.	VA 1-217-916	2003	Fabric Design
Salvadorian	34TB30393	Viewpoint International, Inc.	VA 1-221-767	2003	Fabric Design
Scene Stealer	T7315/T7312	Viewpoint International, Inc.	VA 1-226-308	2003	Fabric Design
Smooth Operator	T30299/T7320	Viewpoint International, Inc.	VA 1-226-304	2003	Fabric Design
Smooth Sailing	34TB30370	Viewpoint International, Inc.	VA 1-221-772	2003	Fabric Design
Tahitian Breeze	34TB30377	Viewpoint International, Inc.	VA 1-221-753	2003	Fabric Design
Tarpum Springs	34TB2530	Viewpoint International, Inc.	VA 1-217-924	2003	Fabric Design
THE HONEYMOONER	34TB1148	Viewpoint International, Inc.	VA 1-217-926	2003	Fabric Design
Tranquility Isle	34TB30367	Viewpoint International, Inc.	VA 1-221-748	2003	Fabric Design
TROPICAL LACE	34TB30416	Viewpoint International, Inc.	VA 1-217-932	2003	Fabric Design

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TROPICAL TREASURE	34TB1149	Viewpoint International, Inc.	VA 1-221-751	2003	Fabric Design
TWILIGHT PROPOSAL	34TB30422	Viewpoint International, Inc.	VA 1-221-749	2003	Fabric Design
Vacation Vixen - Back	34TB30394	Viewpoint International, Inc.	VA 1-217-921	2003	Fabric Design
Vacation Vixen - Bottom	34TB30407	Viewpoint International, Inc.	VA 1-221-757	2003	Fabric Design
WEDDING SHOWER	34TB0414	Viewpoint International, Inc.	VA 1-221-774	2003	Fabric Design

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ANTIKI FLORAL	TB30460/TB9181, Flower Tangle	Viewpoint International, Inc.	VA 1-219-425	2004	Fabric Design
BALI BLISS	TB30461	Viewpoint International, Inc.	VA 1-241-847	2004	Fabric Design
BAMBOO	TB30466/TB9162	Viewpoint International, Inc.	VA 1-219-341	2004	Fabric Design
BELLE JARDIN	TB30505	Viewpoint International, Inc.	VA 1-252-630	2004	Fabric Design
BELOW THE EQUATOR	TB30476	Viewpoint International, Inc.	VA 1-219-386	2004	Fabric Design
BIG SHOT DRIVE IN	T2915	Viewpoint International, Inc.	VA 1-300-327	2004	Fabric Design
BOUTIQUE BANQUET	TB30588	Viewpoint International, Inc.	VA 1-219-344	2004	Fabric Design
BRUSHED HIBISCUS CAMP	TB30585	Viewpoint International, Inc.	VA 1-219-339	2004	Fabric Design
CABANA PALM	TB30471	Viewpoint International, Inc.	VA 1-219-430	2004	Fabric Design
CAFÉ BAHAMA	TB30454	Viewpoint International, Inc.	VA 1-241-849	2004	Fabric Design
CASTING AGENT	T30484	Viewpoint International, Inc.	VA 1-300-336	2004	Fabric Design
COSTA FLORA	TB2587	Viewpoint International, Inc.	VA 1-219-343	2004	Fabric Design
DAISY DELIGHT	TB30489	Viewpoint International, Inc.	VA 1-219-411	2004	Fabric Design
DATE GROVE	TB30435/TB1160	Viewpoint International, Inc.	VA 1-219-387	2004	Fabric Design
DESERT BIRDS	TB30482/TB9181	Viewpoint International, Inc.	VA 1-219-412	2004	Fabric Design
DESERT IRIS	TB30441	Viewpoint International, Inc.	VA 1-219-425	2004	Fabric Design
DREAMING DEL RIO	TB30458	Viewpoint International, Inc.	VA 1-219-422	2004	Fabric Design
FAN-TASTIC	TB30430	Viewpoint International, Inc.	VA 1-219-428	2004	Fabric Design
FAT CAT CASINO	T7340	Viewpoint International, Inc.	VA 1-300-330	2004	Fabric Design
FIRE FLOWER	TB30496	Viewpoint International, Inc.	VA 1-252-833	2004	Fabric Design
FLEUR DE SOLEIL	TB30450	Viewpoint International, Inc.	VA 1-219-392	2004	Fabric Design
FLORAL REFLECTIONS	TB30487	Viewpoint International, Inc.	VA 1-219-410	2004	Fabric Design
FROM HERE TO PARADISE	TB30428	Viewpoint International, Inc.	VA 1-219-420	2004	Fabric Design
GARDEN MIRAGE	TB30457	Viewpoint International, Inc.	VA 1-219-431	2004	Fabric Design
GARDEN OF HOPE AND COURAGE	TB30468 Lotus Blossom	Viewpoint International, Inc.	VA 1-252-834	2004	Fabric Design
HEAT WAVE	TB30444/TB9174	Viewpoint International, Inc.	VA 1-219-432	2004	Fabric Design
HIBISCUS HIDEAWAY	TB30437	Viewpoint International, Inc.	VA 1-252-631	2004	Fabric Design
HIBISCUS HULA HOTEL	TB3-434	Viewpoint International, Inc.	VA 1-241-848	2004	Fabric Design

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HIDING IN HIBISCUS	TB30455	Viewpoint International, Inc.	VA 1-219-391	2004	Fabric Design
HOLLYWOOD HIBISCUS	TB30593	Viewpoint International, Inc.	VA 1-219-346	2004	Fabric Design
ISLAND ADVENTURE CAMP	TB30431	Viewpoint International, Inc.	VA 1-219-389	2004	Fabric Design
ISLAND DIRECTOR	T7338, T7334	Viewpoint International, Inc.	VA 1-300-329	2004	Fabric Design
ISLAND INSPIRATION	TB30499	Viewpoint International, Inc.	VA 1-219-409	2004	Fabric Design
JARDIN	TB30509	Viewpoint International, Inc.	VA 1-219-404	2004	Fabric Design
MAI TIDE	TB30438/TB9175/ Shade of	Viewpoint International, Inc.	VA 1-219-393	2004	Fabric Design
MARTINIS & BIKINIS	T7347	Viewpoint International, Inc.	VA 1-300-328	2004	Fabric Design
MOON OVER MIAMI	TB30445/TB9172	Viewpoint International, Inc.	VA 1-219-394	2004	Fabric Design
ORCHID SANDS	TB30591	Viewpoint International, Inc.	VA 1-247-587	2004	Fabric Design
ORCHID SPRINGS	TB30596	Viewpoint International, Inc.	VA 1-219-337	2004	Fabric Design
PARADISE FOUND	TB30594	Viewpoint International, Inc.	VA 1-219-349	2004	Fabric Design
PARADISE SHADOW	TB30584	Viewpoint International, Inc.	VA 1-219-350	2004	Fabric Design
PASSION LEAF	TB30274	Viewpoint International, Inc.	VA 1-219-423	2004	Fabric Design
PICNIC IN PROVENCE	TB30446	Viewpoint International, Inc.	VA 1-219-406	2004	Fabric Design
PINEAPPLE INFUSION	TB30474/TB9169	Viewpoint International, Inc.	VA 1-219-384	2004	Fabric Design
PLAY IT AGAIN	TB30279	Viewpoint International, Inc.	VA 1-219-340	2004	Fabric Design
PROPELLA PALM	TB30433/9163	Viewpoint International, Inc.	VA 1-219-385	2004	Fabric Design
ROSE AMOR	TB30451	Viewpoint International, Inc.	VA 1-241-850	2004	Fabric Design
RUSTIC PARADISE	TB30590	Viewpoint International, Inc.	VA 1-219-338	2004	Fabric Design
SAIL FAST LIVE SLOW	T30466, T2964	Viewpoint International, Inc.	VA 1-300-331	2004	Fabric Design
SO RIGHT, SARONG	TB30543/TB9160	Viewpoint International, Inc.	VA 1-219-388	2004	Fabric Design
SOUTH PACIFIC	TB2558	Viewpoint International, Inc.	VA 1-219-342	2004	Fabric Design
SUNSET HIDEAWAY	TB30359	Viewpoint International, Inc.	VA 1-219-348	2004	Fabric Design
SWIZZLE INN	T30465, T7345	Viewpoint International, Inc.	VA 1-300-332	2004	Fabric Design
TAHITI SWEETIE	TB30592	Viewpoint International, Inc.	VA 1-219-347	2004	Fabric Design
TAHITIAN DREAMIN'	TB30467/TB9178	Viewpoint International, Inc.	VA 1-219-429	2004	Fabric Design
TALL COOL ONE	T7339	Viewpoint International, Inc.	VA 1-300-326	2004	Fabric Design
TEETOTALER	T7334	Viewpoint International, Inc.	VA 1-300-337	2004	Fabric Design



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TICKET TO PARADISE	TB30459/TB9173	Viewpoint International, Inc.	VA 1-219-427	2004	Fabric Design
TOMMY TONGA	TB30482/TB9165	Viewpoint International, Inc.	VA 1-219-390	2004	Fabric Design
VISIONS OF PARADISE	TB30475/TB9179 Garden	Viewpoint International, Inc.	VA 1-241-848	2004	Fabric Design
WANNA BE LOVED BY YOU	TB30508/TB9682/TB1161	Viewpoint International, Inc.	VA 1-252-632	2004	Fabric Design
WATERFALL FLOWERS	TB30587	Viewpoint International, Inc.	VA 1-219-345	2004	Fabric Design
WINGS OVER RIO	TB30465	Viewpoint International, Inc.	VA 1-219-424	2004	Fabric Design

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AERIAL PALMS	T30476/120026	Tommy Bahama Group, Inc.	VA 1-263-899	2004	Fabric Design
AGUA FRESCA	T20020	Tommy Bahama Group, Inc.	VA 1-263-895	2004	Fabric Design
BAHAMA BLISS	T30463	Tommy Bahama Group, Inc.	VA 1-263-889	2004	Fabric Design
BALCONY BLOOMS	TW1348	Tommy Bahama Group, Inc.	VA 1-259-263	2004	Fabric Design
BATIKI FLORAL	TW60036/6936	Tommy Bahama Group, Inc.	VA 1-259-284	2004	Fabric Design
BATIKI LOUNGE	T30496	Tommy Bahama Group, Inc.	VA 1-263-888	2004	Fabric Design
BIRD IN PARADISE	T30472/T30471	Tommy Bahama Group, Inc.	VA 1-263-920	2004	Fabric Design
BLOCK PARTY	T20022	Tommy Bahama Group, Inc.	VA 1-253-898	2004	Fabric Design
BOGEY AND LAST CALL	T7356, T7364, T30622	Tommy Bahama Group, Inc.	VA 1-300-333	2004	Fabric Design
BRISBANE HIBISCUS	TW60089/3940	Tommy Bahama Group, Inc.	VA 1-259-258	2004	Fabric Design
CALLAFLORA	TW3927/30041	Tommy Bahama Group, Inc.	VA 1-259-259	2004	Fabric Design
CHAIRMAN OF THE BOARD	T30615	Tommy Bahama Group, Inc.	VA 1-300-334	2004	Fabric Design
CHAMELEON GARDEN	TW60070/30008	Tommy Bahama Group, Inc.		2004	Fabric Design
CLIMBING VINES	TW2431	Tommy Bahama Group, Inc.	VA 1-259-285	2004	Fabric Design
CLUB 88	(43) TB30642/9254	Tommy Bahama Group, Inc.	VA 1-265-751	2004	Fabric Design
DANCING MIRAGE	TW3976A&B/3955/6391	Tommy Bahama Group, Inc.		2004	Fabric Design
DRAGON DREAMS	(43) TB30619/TB9187	Tommy Bahama Group, Inc.	VA 1-263-752	2004	Fabric Design
ENDLESS WEEKEND	T30558	Tommy Bahama Group, Inc.	VA 1-263-918	2004	Fabric Design
FERN FLOWER-FLORIA	TW6927/3926	Tommy Bahama Group, Inc.	VA 1-259-271	2004	Fabric Design
FIRE FLOWER	T30473/79273	Tommy Bahama Group, Inc.	VA 1-263-892	2004	Fabric Design
FISHNET FERN	TW2439/6917	Tommy Bahama Group, Inc.			Fabric Design
FLORAL CORAL	TW2446	Tommy Bahama Group, Inc.			Fabric Design
FLORAL FIREWORKS	TW3915	Tommy Bahama Group, Inc.	VA 1-259-268	2004	Fabric Design
FLORAL ISLAND	TW60032/3906	Tommy Bahama Group, Inc.	VA 1-259-278	2004	Fabric Design
FLORAMAZING	TW30045/60092	Tommy Bahama Group, Inc.	VA 1-259-270	2004	Fabric Design
FLOWER FAN	TW30009	Tommy Bahama Group, Inc.	VA 1-259-282	2004	Fabric Design
FLOWER POOL TEE	TW2441	Tommy Bahama Group, Inc.	VA 1-259-290	2004	Fabric Design
FLOWER SHOWER	TW2429/TW6914	Tommy Bahama Group, Inc.			Fabric Design
GALLERY WALK	T20025/T20030	Tommy Bahama Group, Inc.	VA 1-263-890	2004	Fabric Design
GARDEN COLLAGE	TW60025/2447	Tommy Bahama Group, Inc.	VA 1-259-281	2004	Fabric Design
GARDEN OF HOPE & COURAGE/BAHAMA COLODA	T30532/T7361/T9221	Tommy Bahama Group, Inc.	VA 1-263-897	2004	Fabric Design
GARDEN OF HOPE AND COURAGE/TERRACE GARDEN	TW3922/60038	Tommy Bahama Group, Inc.	VA 1-259-277	2004	Fabric Design
GREAT BARRIER LEAF	TW60028/2445	Tommy Bahama Group, Inc.	VA 1-259-287	2004	Fabric Design
HARBOR YARN DYE	TW3961	Tommy Bahama Group, Inc.			Fabric Design
HEART OF PALMS/PALM RELIEF	T30524/T30625	Tommy Bahama Group, Inc.	VA 1-283-911	2004	Fabric Design
JUNGLE DOWN UNDER	TW3957/6932	Tommy Bahama Group, Inc.	VA 1-259-269	2004	Fabric Design
JUNGLE HEAT	T20053/T9264/T30583	Tommy Bahama Group, Inc.	VA 1-283-915	2004	Fabric Design
KOI ME LATER	T30493/T7359/T9253	Tommy Bahama Group, Inc.	VA 1-283-917	2004	Fabric Design
LATE NIGHT TANGO	T30518/T9265	Tommy Bahama Group, Inc.	VA 1-283-900	2004	Fabric Design
LEAF CONSTELLATION	TW60035/3916/6966	Tommy Bahama Group, Inc.	VA 1-259-267	2004	Fabric Design
LEAF IT TO ME	T30517	Tommy Bahama Group, Inc.	VA 1-263 885	2004	Fabric Design
LEAVES OF PARADISE	TW3954	Tommy Bahama Group, Inc.	VA 1-259-273	2004	Fabric Design
LEAVES OVER LEAVES	TW3928/1350/60066	Tommy Bahama Group, Inc.	VA 1-259-272	2004	Fabric Design
LIGHT OF BRIGHT LILLIES	TW6922/TW60034/TW3909	Tommy Bahama Group, Inc.	VA 1-259-279	2004	Fabric Design
LILY ISLAND	TW3946/60046/3945	Tommy Bahama Group, Inc.	VA 1-259-280	2004	Fabric Design
LUAU LANES	TW3925	Tommy Bahama Group, Inc.	VA 1-259-289	2004	Fabric Design
MADE IN THE SHADE	TW 1352/3924	Tommy Bahama Group, Inc.	VA 1-259-261	2004	Fabric Design
MANDALAY	T30512/T9257	Tommy Bahama Group, Inc.	VA 1-263-894	2004	Fabric Design
MONTE COLLINA	TW60050/3962/1367	Tommy Bahama Group, Inc.	VA 1-259-260	2004	Fabric Design

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MOONLIT BREEZE	TW3948	Tommy Bahama Group, Inc.	VA 1-259-258	2004	Fabric Design
PALM DADDY	T30522	Tommy Bahama Group, Inc.	VA 1-263-884	2004	Fabric Design
PALM TREE PARTY	TW7189/7190	Tommy Bahama Group, Inc.	VA 1-259-275	2004	Fabric Design
PALM TREE PASSION	TW30046	Tommy Bahama Group, Inc.			Fabric Design
PARADISE ETCHINGS	T30500	Tommy Bahama Group, Inc.	VA 1-253-896	2004	Fabric Design
PARADISE LEI	T30486/T9269	Tommy Bahama Group, Inc.	VA 1-283-922	2004	Fabric Design
PARADISE PAGODA	T20018/T20019	Tommy Bahama Group, Inc.	VA 1-263-887	2004	Fabric Design
PILLAR OF THE COMMUNITY	T20034	Tommy Bahama Group, Inc.	VA 1-259-282	2004	Fabric Design
PINEAPPLE FLAIR	TW1353	Tommy Bahama Group, Inc.	VA 1-259-293	2004	Fabric Design
PINEAPPLE TOSS	TW2436	Tommy Bahama Group, Inc.	VA 1-259-283	2004	Fabric Design
POSTAGE PICK UP	T30515	Tommy Bahama Group, Inc.	VA 1-263-913	2004	Fabric Design
POT OF GOLD CAMP	T30484/T9262	Tommy Bahama Group, Inc.	VA 1-263-891	2004	Fabric Design
REMOTE ISLAND	T30519/T9283	Tommy Bahama Group, Inc.	VA 1-2630912	2004	Fabric Design
SAMBA SUNSET	T30616/t9266	Tommy Bahama Group, Inc.	VA 1-265-912	2004	Fabric Design
SEAFOOD TROOPS	T30525/T9549/T9256	Tommy Bahama Group, Inc.	VA 1-263-919	2004	Fabric Design
SHADED FERN TOSS	TW3929/6926/6005	Tommy Bahama Group, Inc.	VA 1-259-292	2004	Fabric Design
SHADOW PALM HIBISCUS	TW6923/1337/3900	Tommy Bahama Group, Inc.	VA 1-259-291	2004	Fabric Design
SNAP SHOT	T60481	Tommy Bahama Group, Inc.	VA 1-263-916	2004	Fabric Design
SPLASH DANCE	T7367	Tommy Bahama Group, Inc.	VA 1-300-335	2004	Fabric Design
SPLIT DECISION	T30523	Tommy Bahama Group, Inc.	VA 1-271-900	2004	Fabric Design
SUN BAKED BLOSSOM	TW3914/TW1371	Tommy Bahama Group, Inc.	VA 1-259-286	2004	Fabric Design
SUNDANCER	(43) TB2590	Tommy Bahama Group, Inc.	VA 1-263-753	2004	Fabric Design
TIGER LILY LANE	TW3964/80090	Tommy Bahama Group, Inc.	VA 1-269-276	2004	Fabric Design
TROPICAL ATOL	TW1917/192/7196	Tommy Bahama Group, Inc.	VA 1-259-274	2004	Fabric Design
TROPICAL SKETCH	TW1361/3921	Tommy Bahama Group, Inc.	VA 1-259-258	2004	Fabric Design
TROPICAL TEA PARTY	TW60047/3950/1398/1363	Tommy Bahama Group, Inc.	VA 1-259-264	2004	Fabric Design
VINTAGE ORCHID	TW2442	Tommy Bahama Group, Inc.		2004	Fabric Design
VINTAGE VINES	TW60037/3918	Tommy Bahama Group, Inc.	VA 1-259-257	2004	Fabric Design
VINTAGE VISION	T9260	Tommy Bahama Group, Inc.	VA 1-263-914	2004	Fabric Design
VOLCANIC VENTURE	T30477/T10024/T9258	Tommy Bahama Group, Inc.	VA 1-263-901	2004	Fabric Design
WADING FOR LOVE	T9255	Tommy Bahama Group, Inc.	VA 1-263-921	2004	Fabric Design
WATERCOLOR BLOSSOMS	TW1365/1399/3961	Tommy Bahama Group, Inc.	VA 1-259-265	2004	Fabric Design
WHIRLWIND	T9252	Tommy Bahama Group, Inc.	VA 1-263-893	2004	Fabric Design
ZEN AND NOW	T30544, T7365	Tommy Bahama Group, Inc.	VA 1-300-338	2004	Fabric Design
ISLAND SOFT		Tommy Bahama Group, Inc.	TXu1-158-449	2004	Literary Work

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BAHAMA ALL NIGHTER/ALL NIGHTER TRAVELER	(44) TB30751/TB9221	Tommy Bahama Group, Inc.	VA 1-282-117	2004	Fabric Design
BANANA BRIGADE	(44) TB30761/TB2645	Tommy Bahama Group, Inc.	VA 1-275-849	2004	Fabric Design
DIRECTOR'S CUT	(44) \B30704/TB2618/ TB9527	Tommy Bahama Group, Inc.	VA 1-275-848	2004	Fabric Design
EL STAMPADO	(44) TB30686/TB9206	Tommy Bahama Group, Inc.	VA 1-282-089	2004	Fabric Design
FANTASTIKI	(44) TB30899/TB9218	Tommy Bahama Group, Inc.	VA 1-282-120	2004	Fabric Design
FERNTASTIC	(44) TB30759	Tommy Bahama Group, Inc.	VA 1-282-115	2004	Fabric Design
HUT HUT HURRAY/SUNRISE SAIL	(44) TB30673/TB9213	Tommy Bahama Group, Inc.	VA 1-276-847	2004	Fabric Design
IMPRESSION MAKER	(44) TB609	Tommy Bahama Group, Inc.	VA 1-282-094	2004	Fabric Design
INTOXICA	(44) TB30651	Tommy Bahama Group, Inc.	VA 1-282-119	2004	Fabric Design
LARGER THAN LEAF	(44) TB30663/TB9222	Tommy Bahama Group, Inc.	VA 1-282.112	2004	Fabric Design
LEAFING A DREAM	(44)T2629	Tommy Bahama Group, Inc.	VA 1-282087	2004	Fabric Design
MAI TAI MAMBO	(44) TB30653	Tommy Bahama Group, Inc.	VA 1-282.082	2004	Fabric Design
MAIDEN PARADISE/HULA WAHINE	(44) TB30654/TB2641/ TB9209	Tommy Bahama Group, Inc.	VA 1-282-103	2004	Fabric Design
MAX A MILLION	(44) TB9216	Tommy Bahama Group, Inc.	VA 1-282-108	2004	Fabric Design
MAYAN MOSAIC	(44) TB30675/TB9211	Tommy Bahama Group, Inc.	VA 1-282-104	2004	Fabric Design
MILE HIGH CLUB	(44) TB30752/TB1181	Tommy Bahama Group, Inc.	VA 1-282-084	2004	Fabric Design
MOJITO MAMBO	(44) TB30667/TB9529/ TB9216	Tommy Bahama Group, Inc.	VA 1-282-106	2004	Fabric Design
NAUGHTY NOEL	(44) TB30748/TB9528	Tommy Bahama Group, Inc.	VA 1-276-846	2004	Fabric Design
PALM ALMIGHTY	(44) TB30701	Tommy Bahama Group, Inc.	VA 1-282-090	2004	Fabric Design
PALM FICTION	(44) TB30747	Tommy Bahama Group, Inc.	VA 1-275.851	2004	Fabric Design
PALM WITH THE WIND	(44) TB30658/TB2612/ TB9214	Tommy Bahama Group, Inc.	VA 1 282-088	2004	Fabric Design
PALM-TOPIA/TAKING COVER	(44) TB2623	Tommy Bahama Group, Inc.	VA 1-275-845	2004	Fabric Design
PARALLEL PARADISE	(44) TB30546/TB2613	Tommy Bahama Group, Inc.	VA 1.- 82-101	2004	Fabric Design
PINEAPPLE MADNESS	(44) TB30677/TB2619/ TB9220	Tommy Bahama Group, Inc.	VA 1-282-085	2004	Fabric Design
PINEAPPLE RUMBA	(44) TB2620	Tommy Bahama Group, Inc.	VA 1-282-096	2004	Fabric Design
PLUME WITH A VIEW	(44) TB30672/TB2642/ TB30672/ TB9217	Tommy Bahama Group, Inc.	VA 1-282-100	2004	Fabric Design
ROPE 'N ROLL.	(44) TB30664/TB2682	Tommy Bahama Group, Inc.	VA 1-275-853	2004	Fabric Design
TAHITIAN FIRE LIGHT	(44) TB30884	Tommy Bahama Group, Inc.	VA 1-282-109	2004	Fabric Design
TI-KI-LA RENDEZVOUS	(44) TB9207	Tommy Bahama Group, Inc.	VA 1-282-113	2004	Fabric Design
TRAVELIN' MAN	(44)1630897/T69223/ 181178	Tommy Bahama Group, Inc.	VA 1-282-116	2004	Fabric Design
TRELLIS THE TRUTH	(44) TB30659	Tommy Bahama Group, Inc.	VA 1-282-105	2004	Fabric Design
TWO PALM SAM	(44) TB2643	Tommy Bahama Group, Inc.	VA 1-275-850	2004	Fabric Design
UNCAGED	(44) TB30760	Tommy Bahama Group, Inc.	VA 1-282-095	2004	Fabric Design
WHAT A CATCH!	(44) TB3071/TB9531/TB9212	Tommy Bahama Group, Inc.	VA 1-275-852	2004	Fabric Design
YING YANG PALM	(44) TB30680	Tommy Bahama Group, Inc.	VA-1-282-097	2004	Fabric Design
BANANARAMA	(44) TB2603	Tommy Bahama Group, Inc.	Fabric missing-Style TW2467; TW2548		Fabric Design

BIRD OF PARADISE	(44) TB30764	Tommy Bahama Group, Inc.	VA 1-282-107	2004	Fabric Design
HIBISCUS FLOAT	(44) TB2649	Tommy Bahama Group, Inc.	Fabric missing-Style TW2451; TW2471		Fabric Design
HIBISCUS IN THE MIST	(44) TB30347	Tommy Bahama Group, Inc.	VA 1-282-110	2004	Fabric Design
HULA WAHINE	(44) TB30654	Tommy Bahama Group, Inc.	VA 1-282-086	2004	Fabric Design
ISLAND HIBISCUS	(44) TB30710	Tommy Bahama Group, Inc.	VA 1-282-102	2004	Fabric Design
PACIFIC SCENERY	(44) TB30740	Tommy Bahama Group, Inc.	VA 1-282-099	2004	Fabric Design
PINEAPPLE BOUQUET	(44) TB30338	Tommy Bahama Group, Inc.	VA 1-282-111	2004	Fabric Design
POLYNESIAN PUNCH	(44) TB30677	Tommy Bahama Group, Inc.	VA 1-282-118	2004	Fabric Design
POSTCARD DREAMS	??	Tommy Bahama Group, Inc.	No Print # assigned- missing; Style #TW60057/TW2494	2004	Fabric Design
SHADES OF ROMANCE	(44) TB30771	Tommy Bahama Group, Inc.	VA 1-282-114	2004	Fabric Design
SUNRISE SAIL	(44) TB30708	Tommy Bahama Group, Inc.	VA 1-262-083	2004	Fabric Design
TAHITIAN TANGO	(44) TB30770	Tommy Bahama Group, Inc.	VA 1-282-092	2004	Fabric Design
TAHITIAN TONAL (Engineered)	(44) TB30695	Tommy Bahama Group, Inc.	VA 1-282-093	2004	Fabric Design
TAKING COVER	(44) TB30580	Tommy Bahama Group, Inc.	VA 1-252-091	2004	Fabric Design
VINTAGE BOUQUET	(44) TB30768	Tommy Bahama Group, Inc.	VA 1-282-121	2004	Fabric Design
WATERCOLOR VIEW	(44) TB30763	Tommy Bahama Group, Inc.	VA-1-282-096	2004	Fabric Design
Swingers Only		Tommy Bahama Group, Inc.	VAu648-584	2004	Fabric Design
Paradise Detective		Tommy Bahama Group, Inc.	VAu648-583	2004	Fabric Design
Cigar Club		Tommy Bahama Group, Inc.	VAu648-582	2004	Fabric Design
Cigar Club Bag		Tommy Bahama Group, Inc.	VAu648-581	2004	Fabric Design
Cigar Club Towel		Tommy Bahama Group, Inc.	VAu648-580	2004	Fabric Design
Grass Call		Tommy Bahama Group, Inc.	VAu648-579	2004	Fabric Design
Grass Call II	Grass Call	Tommy Bahama Group, Inc.	VAu648-578	2004	Fabric Design
Born to Break Par		Tommy Bahama Group, Inc.	VAu648-577	2004	Fabric Design
Straight Up		Tommy Bahama Group, Inc.	VAu648-576	2004	Fabric Design
Paradise Pin Up		Tommy Bahama Group, Inc.	VAu648-575	2004	Fabric Design
Best Wishes		Tommy Bahama Group, Inc.	VAu648-574	2004	Fabric Design

#### COPYRIGHTS (COMMERCIAL PRINTS) 2004

Copyright Title	Owner	Registration #	New Registered	Description
Couple on Grass	Tommy Bahama Group, Inc.	VAu656-158	2004	Commercial Print
Bowing Horse	Tommy Bahama Group, Inc.	VAu656-158	2004	Commercial Print
Tennis Man	Tommy Bahama Group, Inc.	VAu656-162	2004	Commercial Print
Man by Pool	Tommy Bahama Group, Inc.	VAu656-160	2004	Commercial Print
Woman Kneeling on Beach	Tommy Bahama Group, Inc.	VAu656-157	2004	Commercial Print
Sports Car	Tommy Bahama Group, Inc.	VAu656-161	2004	Commercial Print

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Registration #</b>	<b>New Registered</b>	<b>Year Registered</b>	<b>Description</b>
AMAZE ME	(61) TB30866	Tommy Bahama Group, Inc.	VA 1-299-336	2004	Fabric Design
Awakening (Allover)	(51)TB30840	Tommy Bahama Group, Inc.	VA 1-284-293	2004	Fabric Design
Awakening (Engineered)	(51)TB30841	Tommy Bahama Group, Inc.	VA 1-284-297	2004	Fabric Design
BAMBOO ECLIPSE	(51) TB30773	Tommy Bahama Group, Inc.	VA 1-299-323	2004	Fabric Design
BANANA BOTANA	(51) TB30774	Tommy Bahama Group, Inc.	VA 1-299-337	2004	Fabric Design
Beach Party Mixer	(51)TB30851	Tommy Bahama Group, Inc.	VA 1-297-829	2004	Fabric Design
BIRD IS THE WORD	(61) TB30784/TB9234	Tommy Bahama Group, Inc.	VA 1-299-328	2004	Fabric Design
BIRD OF PATCHADISE	(51) 1830804/T89226	Tommy Bahama Group, Inc.	VA 1-299-330	2004	Fabric Design
Blushing Orchid	(51)1W2653	Tommy Bahama Group, Inc.	VA 1-284-291	2004	Fabric Design
Butterfly Getaway	(51)TB30844	Tommy Bahama Group, Inc.	VA 1-297-821	2004	Fabric Design
Butterfly Getaway /no butterflies	(51)TB1195	Tommy Bahama Group, Inc.	VA 1-284-300	2004	Fabric Design
Copa Copacabanna	(51)TB30817	Tommy Bahama Group, Inc.	VA 1-297-627	2004	Fabric Design
Country Club	(51)TB30823	Tommy Bahama Group, Inc.	VA 1-297-631	2004	Fabric Design
Desert Oasis	(51)1B30831	Tommy Bahama Group, Inc.	VA 1-297-625	2004	Fabric Design
Desert Oasis (Blue)	(51)TB30822	Tommy Bahama Group, Inc.	VA 1-297-628	2004	Fabric Design
Desert Shadows	(51)TB30864	Tommy Bahama Group, Inc.	Did not receive fabric	N/A	Fabric Design
Dr. Cocktail		Tommy Bahama Group, Inc.	VAu648-587	2004	Fabric Design
Dr. T. Bahama M.D.	Dr. Cocktail (back of shirt)	Tommy Bahama Group, Inc.	Applied October 20, 2004. Refused registration for being more like a trademark.	N/A	Fabric Design
FIRECRACKER PALMS	(51) TB2668	Tommy Bahama Group, Inc.	VA 1-299-320	2004	Fabric Design
FLORAL INVESTMENT	(51) TB2694	Tommy Bahama Group, Inc.	VA 1-299-339	2004	Fabric Design
Going Bananas	(51)TB30814	Tommy Bahama Group, Inc.	VA 1-284-290	2004	Fabric Design
GRANDE PARDISEO	(51)TB30764	Tommy Bahama Group, Inc.	VA 1-299-329	2004	Fabric Design
Hibiscus Beach	(61)TW2697	Tommy Bahama Group, Inc.	Did not receive fabric	N/A	Fabric Design
HIBISCUS HACIENDA	(51) TB30826/TB9239	Tommy Bahama Group, Inc.	VA 1-299.332	2004	Fabric Design
Hibiscus Icon	(51)182878	Tommy Bahama Group, Inc.	Applied November 9, 2004	2004	Fabric Design
HULA MARATHON	(51)TB30785	Tommy Bahama Group, Inc.	VA 1-299-345	2004	Fabric Design
HULAWOOD	(51) TB30799/TB9238	Tommy Bahama Group, Inc.	VA 1-299.334	2004	Fabric Design

Juicy Blooms	(51)TB30816	Tommy Bahama Group,, Inc.	VA 1-297-832	2004	Fabric Design
Juicy Blooms (Blue)	(51)TB2651	Tommy Bahama Group, Inc.	VA 1-297-630	2004	Fabric Design
JUNGLE BOGGIE	(51) TB30827	Tommy Bahama Group, Inc.	VA 1-299-325	2004	Fabric Design
Jungle Tumble	51 TB30822	Tommy Bahama Group, Inc.	Did not receive fabric	N/A	Fabric Design
JUST DUET	(51) TB30783/TB9240	Tommy Bahama Group, Inc.	VA 1-299.344	2004	Fabric Design
KABOOM PALM	(51 ) TB30801/TB9231	Tommy Bahama Group, Inc.	VA 1-299.324	2004	Fabric Design
King of Green		Tommy Bahama Group, Inc.	VAu648-586	2004	Fabric Design
King of Green II	King of Green	-Tommy Bahama Group, Inc.	VAu654-237	2004	Fabric Design
Luau Lanes		Tommy Bahama Group, Inc.	VAu648-588	2004	Fabric Design
LUAU LANES	(51) TB30753	Tommy Bahama Group, Inc.	VA 1-299-319	2004	Fabric Design
Lush Limbo	(51) TB2651	Tommy Bahama Group, Inc.	VA 1-297-823	2004	Fabric Design
MARGARITA MAMBO	(51) TB30811/TB9228	Tommy Bahama Group, Inc.	VA 1-299-333	2004	Fabric Design
Mirage	(51)TB30850	Tommy Bahama Group, Inc.	VA 1-297-828	2004	Fabric Design
Missing Title	(51) TB2689	Tommy Bahama Group, Inc.	Did not apply	Did not apply	
MISSION BEACH	(51) TB2687	Tommy Bahama Group, Inc.	VA 1-299-341	2004	Fabric Design
MONKEY SNACK	(51) TB30798	Tommy Bahama Group; Inc.	VA 1-299-321	2004	Fabric Design
OASIS PALM	(51) TB30788/TB9	Tommy Bahama Group, Inc.	VA 1-299.343	2004	Fabric Design
PALM DRIVE (51) TB30869	(51) TB2689	Tommy Bahama Group, Inc.	VAu657-926	2005	Fabric Design
PALM SCREENING	(51) TB30809	Tommy Bahama Group, Inc.	VA 1-299-335	2004	Fabric Design
PALM TILES	(61) TB2686	Tommy Bahama Group, Inc.	VA 1-299-338	2004	Fabric Design
Petal Pusher	(51)1B30816	Tommy Bahama Group, Inc.	VA 1-297-633	2004	Fabric Design
Picture Perfect	(51)TB30813	Tommy Bahama Group, Inc.	VA 1-297-620	2004	Fabric Design
PINEAPPLE FLOAT	(51) TB30797	Tommy Bahama Group, Inc.	VA 1-299-326	2004	Fabric Design
PINEAPPLE PLANTATION	(51) TB30887	Tommy Bahama Group, Inc.	VA 1-299-342	2004	Fabric Design
Polynesian Palms	(51)TB30821	Tommy Bahama Group, Inc.	VA 1-284-294	2004	Fabric Design
Potynesian Paradise	(51)TB30825	Tommy Bahama Group, Inc.	VA 1-284-298	2004	Fabric Design
PORTAL TO PARADISE Same as Palm Drive	Same as Palm Drive	Tommy Bahama Group, Inc.	Same as Palm Drive	Same as Palm Drive	Fabric Design
Putt Daddy		Tommy Bahama Group, Inc.	VAu648-591	2004	Fabric Design
Putt Daddy II	Putt Daddy	Tommy Bahama Group, Inc.	VAu648-590	2004	Fabric Design
Putt Daddy III	Putt baddy, Putt Daddy II	Tommy Bahama Group, Inc.	VAu648-589	2004	Fabric Design

Queen of the Desert	(51)TS30806	Tommy Bahama Group, Inc.	VA 1-297-822	2004	Fabric Design
Rain Petals	(51)TB30842	Tommy Bahama Group, Inc.	VA 1-284-292	2004	Fabric Design
Sails Call		Tommy Bahama Group, Inc.	VAu648-585	2004	Fabric Design
SAMBA SERENADE	(51) TB30805	Tommy Bahama Group, Inc.	VA 1-299-340	2004	Fabric Design
Shake My Day		Tommy Bahama Group, Inc.	VAu648-593	2004	Fabric Design
Shake my Day II	Shake My Day	Tommy Bahama Group, Inc.	VAu648-592	2004	Fabric Design
SUITE TIME	(51) T92667	Tommy Bahama Group, Inc.	VA 1-299-317	2004	Fabric Design
Suplme Pineapple	(51)TB1194	Tommy Bahama Group, Inc.	Did not receive fabric	N/A	Fabric Design
SWANKY PALMS	(51) TB30794/TB9233	Tommy Bahama Group, Inc.	VA 1-299-327	2004	Fabric Design
Tempartures Risin'	(51)TB30846	Tommy Bahama Group, Inc.	Did not receive fabric	N/A	Fabric Design
TRIPLE VISION	(61) TB30829/TB9535	Tommy Bahama Group, Inc.	VA 1-299-331	2004	Fabric Design
Tropical Trellis	(51)TB30822	Tommy Bahama Group, Inc.	VA 1-284-295	2004	Fabric Design
TURKS TILES	(51) T30775/TB9230	Tommy Bahama Group, Inc.	VA 1-299-322	2004	Fabric Design
Watercolor Floral	(51)TB30824	Tommy Bahama Group, Inc.	VA 1-297-624	2004	Fabric Design
WHICH WAY TO PARADISE	(51) TB9237	Tommy Bahama Group, Inc.	VA 1-299318	2004	Fabric Design
Windswept Floral	(51)1B2874	Tommy Bahama Group, Inc.	VA 1-297-619	2004	Fabric Design
Wings of Paradise	(51)TB30865	Tommy Bahama Group, Inc.	VA 1-284-296	2004	Fabric Design

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Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description
<b>WOMEN'S HOLIDAY</b>					
Bursting Bouquet	(53) TB30916	Tommy Bahama Group, Inc.	VAu667-410	2005	Fabric Design
Celebration	(53) TB30954	Tommy Bahama Group, Inc.	VAu667-418	2005	Fabric Design
En Fuego Flora	(53) TB2702	Tommy Bahama Group, Inc.	Applied: 6/6/05	N/A	Fabric Design
Festival Lily	(53) TB2707	Tommy Bahama Group, Inc.	Awaiting swatches from Hong Kong	N/A	Fabric Design
Fields of Paradise	(53) TB30947	Tommy Bahama Group, Inc.	VAu667-397	N/A	Fabric Design
Fire Floral (All Over)	(53) TB30895	Tommy Bahama Group, Inc.	VAu667-402	2005	Fabric Design
Fire Floral (Engineered)	(53) TB30895	Tommy Bahama Group, Inc.	VAu667-392	N/A	Fabric Design
Floral Fiesta	(53) TB30897	Tommy Bahama Group, Inc.	VAu667-409	2005	Fabric Design
Ginger Sail	(53) TB30971	Tommy Bahama Group, Inc.	VAu667-420	2005	Fabric Design
Hammock Lounger	(53) TB30835	Tommy Bahama Group, Inc.	VAu667-412	2005	Fabric Design
Intrigue	(53) TB2730	Tommy Bahama Group, Inc.	Applied: 6/6/05	N/A	Fabric Design
Intrigue	(53) TB2730	Tommy Bahama Group, Inc.	Awaiting swatches from Hong Kong	N/A	Fabric Design
Mexican Market	(53) TB30896	Tommy Bahama Group, Inc.	VAu667-405	2005	Fabric Design
Mexican Market	(53) TB30896 (Green)	Tommy Bahama Group, Inc.	VAu664-534	2005	Fabric Design
Mustique	(53) TB2716	Tommy Bahama Group, Inc.	Awaiting swatches from Hong Kong	N/A	Fabric Design
Nostalgia	(53) TB30901	Tommy Bahama Group, Inc.	VAu667-419	2005	Fabric Design
Nostalgia Flower	(53) TB30900	Tommy Bahama Group, Inc.	VAu667-413	2005	Fabric Design
Nostalgia Ironwork	(53) TB30931	Tommy Bahama Group, Inc.	VAu667-406	2005	Fabric Design
Old Havanna	(53) TB3899B/ (53) TB3899A	Tommy Bahama Group, Inc.	VAu667-415	2005	Fabric Design
Pineapple VooDoo	(53) TB30909	Tommy Bahama Group, Inc.	VAu667-408	2005	Fabric Design
Rendevous	(53) TB2703	Tommy Bahama Group, Inc.	VAu667-414	2005	Fabric Design
Romance Island	(53) TB30955	Tommy Bahama Group, Inc.	VAu667-407	2005	Fabric Design
Shadow Play	(53) TB30911B	Tommy Bahama Group, Inc.	VAu667-400	2005	Fabric Design
Shadow Play Mix	(53) TB30910	Tommy Bahama Group, Inc.	VAu667-401	2005	Fabric Design
Siesta Stamp	(53) TB30893	Tommy Bahama Group, Inc.	VAu667-418	2005	Fabric Design

Siesta Stripe	(53) TB30892	Tommy Bahama Group, Inc.	VAu667-403	2005	Fabric Design
Sultry Shades	(53) TB30932	Tommy Bahama Group, Inc.	VAu667-404	2005	Fabric Design

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Temptation Floral	(53) TB30903	Tommy Bahama Group, Inc.	VAu667-417	2005	Fabric Design
Tones of Tranquility	(53) TB2704	Tommy Bahama Group, Inc.	Applied: 6/6/05	N/A	Fabric Design
Tropical Toile	(53) TB30891	Tommy Bahama Group, Inc.	VAu667-411	2005	Fabric Design
Waves of Hibiscus	(53) TB30919 Light	Tommy Bahama Group, Inc.	VAu667-398	2005	Fabric Design
Waves of Hibiscus	(53) TB30919 Momingsky	Tommy Bahama Group, Inc.	VAu667-399	2005	Fabric Design
Waves of Hibiscus	(53) TB2712	Tommy Bahama Group, Inc.	VAu667-398	2005	Fabric Design
Windward Walk	(53) TB30913	Tommy Bahama Group, Inc.	VAu667-393 Light Blue/VAu667-395 Navy Blue	2005	Fabric Design
Windward Walk	(53) TB2699	Tommy Bahama Group, Inc.	VAu667-394	2005	Fabric Design
<b>MEN'S HOLIDAY</b>					
3-Way Stop	(53) 30888/tb9543 Camel	Tommy Bahama Group, Inc.	VAu672-956	2005	Fabric Design
3-Way Stop	(53) TB30888/TB9543 Delivery	Tommy Bahama Group, Inc.	VAu672-957	2005	Fabric Design
Bahama Bam Boo	(53) TB30458	Tommy Bahama Group, Inc.	VAu672-937	2005	Fabric Design
Birds Afloat	(53) TB2727	Tommy Bahama Group, Inc.	VAu672-942	2005	Fabric Design
Bombay Blooms	(53) TB30951/9251	Tommy Bahama Group, Inc.	VAu672-946	2005	Fabric Design
Casa del Habano	(53) TB30928/9545	Tommy Bahama Group, Inc.	VAu672-941	2005	Fabric Design
El Grande	(53) TB30949	Tommy Bahama Group, Inc.	VAu672-929	2005	Fabric Design
Flora da Keys	(53) TB9258	Tommy Bahama Group, Inc.	VAu672-928	2005	Fabric Design
Garden of Hope & Courage/Borders of Paradise	(53) TB30872/TB9264	Tommy Bahama Group, Inc.	VAu672-949	2005	Fabric Design
Hibiscus Mistress	(53) TB30923/9259	Tommy Bahama Group, Inc.	VAu672-953	2005	Fabric Design
Hidden Fruit	(53) TB2726	Tommy Bahama Group, Inc.	VAu672-933	2005	Fabric Design
Island Imprints	(53) TB30933/9263	Tommy Bahama Group, Inc.	VAu672-960	2005	Fabric Design
Live Bait	(53) TB30877/TB9248	Tommy Bahama Group, Inc.	VAu672-952	2005	Fabric Design
Medallion Stallion	(53) TB30921/9256	Tommy Bahama Group, Inc.	VAu672-934	2005	Fabric Design
Menage a Palms	(53) TB30940	Tommy Bahama Group, Inc.	VAu672-938	2005	Fabric Design
Monkeys Wild	(53) TB30889	Tommy Bahama Group, Inc.	VAu672-935	2005	Fabric Design
On the Prowl	(53) TB30942/9542	Tommy Bahama Group, Inc.	VAu672-958	2005	Fabric Design
Palm Date	(53) TB30922	Tommy Bahama Group, Inc.	VAu672-947	2005	Fabric Design
Palm Eclipse	(53) TB30941	Tommy Bahama Group, Inc.	VAu672-936	2005	Fabric Design
Pineapple Progression	(53) TB30880/9261	Tommy Bahama Group, Inc.	VAu672-948	2005	Fabric Design

Pineapple Salsa	(53) TB30769	Tommy Bahama Group, Inc.	VAu672-959	2005	Fabric Design
Pisces Rising	(53) TB30887/9265	Tommy Bahama Group, Inc.	VAu672-945	2005	Fabric Design
Pop of Walkiki	(53) TB30952	Tommy Bahama Group, Inc.	VAu672-939	2005	Fabric Design
Real Estate	(53) TB31043	Tommy Bahama Group, Inc.	VAu672-951	2005	Fabric Design
Swinging Palms	(53) TB31044	Tommy Bahama Group, Inc.	VAu672-943	2005	Fabric Design
Ticket to Relax	(53) TB31045	Tommy Bahama Group, Inc.	VAu672-931	2005	Fabric Design
Tonal Tommy	(53) TB30882/9252	Tommy Bahama Group, Inc.	VAu672-981	2005	Fabric Design
Tropical Combustion	(53) TB9266	Tommy Bahama Group, Inc.	VAu672-932	2005	Fabric Design
Tropical Tsunami	(53) TB30946	Tommy Bahama Group, Inc.	VAu672-950	2005	Fabric Design
Twice as Nice	(53) TB30950	Tommy Bahama Group, Inc.	VAu672-954	2005	Fabric Design
Twin Fantasy	(53) TB30917	Tommy Bahama Group, Inc.	VAu672-962	2005	Fabric Design
Underwater Fantasy	(53) TB30934	Tommy Bahama Group, Inc.	VAu672-955	2005	Fabric Design
Vacation Station	(53) TB31042	Tommy Bahama Group, Inc.	VAu672-930	2005	Fabric Design
West Wind	(53) TB2713	Tommy Bahama Group, Inc.	VAu672-940	2005	Fabric Design
Windward	(53) TB30879	Tommy Bahama Group, Inc.	VAu672-944	2005	Fabric Design

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
<b>WOMEN'S HOLIDAY</b>					
Cat-Chi	(54) TB30981	Tommy Bahama Group, Inc.	VAu672-345	2005	Fabric Design
Cat's Meow	(54) TB30984	Tommy Bahama Group, Inc.	VAu672-344	2005	Fabric Design
Dancing Daylight	(54) TB31063	Tommy Bahama Group, Inc.	VAu672-348	2005	Fabric Design
Glass Menagerie	(54) TB2761/ (54) TB2734 (54) TB30998	Tommy Bahama Group, Inc.	VAu672-352	2005	Fabric Design
Hidden Hibiscus	(54) TB2774	Tommy Bahama Group, Inc.	VAu672-337	2005	Fabric Design
Kitty's Purr	(54) TB2738	Tommy Bahama Group, Inc.	VAu672-347	2005	Fabric Design
New Horizons	(54) TB2753B	Tommy Bahama Group, Inc.	VAu672-340	2005	Fabric Design
Orchid Sanctuary	(54) TB31022	Tommy Bahama Group, Inc.	VAu672-349	2005	Fabric Design
Pineapple Pop	(54) TB2771/ (54) TB31032	Tommy Bahama Group, Inc.	VAu672-346	2005	Fabric Design
Playful Poppies	(54) TB2741/ (54) TB31033	Tommy Bahama Group, Inc.	VAu672-335	2005	Fabric Design
Rainforest Retreat	(54) TB2752/ (54) TB31023	Tommy Bahama Group, Inc.	VAu672-353	2005	Fabric Design
Sea Bubbles	(54) TB30993	Tommy Bahama Group, Inc.	VAu672-341	2005	Fabric Design
Showering Flower	(54) TB2742	Tommy Bahama Group, Inc.	VAu672-336	2005	Fabric Design
Spice Island Flora	(54) TB30996	Tommy Bahama Group, Inc.	VAu672-350	2005	Fabric Design
Sunshine Through the Mist	(54) TB31062	Tommy Bahama Group, Inc.	VAu672-338	2005	Fabric Design
Sweet Silence	(54) TB31021	Tommy Bahama Group, Inc.	VAu672-355	2005	Fabric Design
Take me There	(54) TB30780	Tommy Bahama Group, Inc.	VAu672-343	2005	Fabric Design
Tigris Floral	(54) TB2740/ (54) TB30983	Tommy Bahama Group, Inc.	VAu672-339	2005	Fabric Design
Tropical Garland	(54) TB31055/ (54) TB YD3169	Tommy Bahama Group, Inc.	VAu672-342	2005	Fabric Design
Tropical Treasure	(54) TB30990	Tommy Bahama Group, Inc.	VAu672-354	2005	Fabric Design
Wild Side Floral	(54) TB31027/ (54) TB14058	Tommy Bahama Group, Inc.	VAu672-351	2005	Fabric Design
<b>MEN'S HOLIDAY</b>					
Aruba Palms	(54) TBY3150	Tommy Bahama Group, Inc.	VAu676-353	2005	Fabric Design
Aruban Nights	(54) TB31011/ TB9277	Tommy Bahama Group, Inc.	VAu676-350	2005	Fabric Design
Baja Breeze	(54) TB3170	Tommy Bahama Group, Inc.	VAu676-347	2005	Fabric Design
Cactus Cantina	(54) TB31009/TB9547	Tommy Bahama Group, Inc.	VAu676-368	2005	Fabric Design

Coastline Craze	(54) TB31034/TB9280	Tommy Bahama Group, Inc.	VAu676-356	2005	Fabric Design
Corsica Cactus	(54) TB31016	Tommy Bahama Group, Inc.	VAu676-337	2005	Fabric Design
Dragon Racing	(54) TB31012/TB9273/TB9546	Tommy Bahama Group, Inc.	VAu676-341	2005	Fabric Design
Fluer De France	(54) TB9285	Tommy Bahama Group, Inc.	VAu676-355	2005	Fabric Design
Fluer Island	(54) TB31001	Tommy Bahama Group, Inc.	VAu676-358	2005	Fabric Design
Garden of Hope & Courage, Hol 05	(54) TB31074	Tommy Bahama Group, Inc.	VAu676-351	2005	Fabric Design
King Cone	(54) TB31053	Tommy Bahama Group, Inc.	VAu676-367	2005	Fabric Design
Lotus Maximus	(54) TB31071/TB9284	Tommy Bahama Group, Inc.	VAu676-357	2005	Fabric Design
Lunar Lotus	(54) TB31054/TB9286	Tommy Bahama Group, Inc.	VAu676-346	2005	Fabric Design
Manor De Mango	(54) TB31050/TB9283	Tommy Bahama Group, Inc.	VAu676-342	2005	Fabric Design
Marina Half Pipe	(54) TB9289	Tommy Bahama Group, Inc.	VAu676-360	2005	Fabric Design
Mirror Palms	(54) TB31019/TB9279	Tommy Bahama Group, Inc.	VAu676-344	2005	Fabric Design
Palm Away	(54) TB31052/TB9275	Tommy Bahama Group, Inc.	VAu676-362	2005	Fabric Design
Palm Bounty	(54) TB9293	Tommy Bahama Group, Inc.	VAu676-369	2005	Fabric Design
Palm De Provence	(54) TB2747	Tommy Bahama Group, Inc.	VAu676-366	2005	Fabric Design
Palm Portrait	(54) TB31000	Tommy Bahama Group, Inc.	VAu676-339	2005	Fabric Design
Palm Relief	(54) TB9184	Tommy Bahama Group, Inc.	VAu676-338	2005	Fabric Design
Palms Together	(54) TBY2118	Tommy Bahama Group, Inc.	VAu676-354	2005	Fabric Design
Paradise Ranch	(54) TB31017/TB9292	Tommy Bahama Group, Inc.	VAu676-352	2005	Fabric Design
Paradise Vintage	(54) TB31048	Tommy Bahama Group, Inc.	VAu676-384	2005	Fabric Design
Pina Pinata	(54) TB31073	Tommy Bahama Group, Inc.	VAu676-340	2005	Fabric Design
Royal Lush	(54) TB30994	Tommy Bahama Group, Inc.	VAu676-361	2005	Fabric Design
Safari So Good	(54) TB2748	Tommy Bahama Group, Inc.	VAu676-365	2005	Fabric Design
Santa Cruise	(54) TB31007	Tommy Bahama Group, Inc.	VAu676-348	2005	Fabric Design
Sun ower	(54) TBYD3158	Tommy Bahama Group, Inc.	VAu676-336	2005	Fabric Design
The Last Cantina	(54) TB31005	Tommy Bahama Group, Inc.	VAu676-363	2005	Fabric Design
Tour De Lei	(54) TB2745	Tommy Bahama Group, Inc.	VAu676-359	2005	Fabric Design
Uke-Lady Luau	(54) TB31040	Tommy Bahama Group, Inc.	VAu676-345	2005	Fabric Design
Ukulei-Lei Boxer	(54) TB9549	Tommy Bahama Group, Inc.	VAu676-343	2005	Fabric Design

Upstream Vintage <b>ARTWORK</b>	(54) TBY3182	Tommy Bahama Group, Inc.	VAu676-349	2005	Fabric Design
Born to Swing		Tommy Bahama Group, Inc.	VAu685-936	2005	T-Shirt Design
Hawaiian Ginger		Tommy Bahama Group, Inc.	VAu685-941	2005	Decorative Design
Hawaiian Shirt Plate		Tommy Bahama Group, Inc.	VAu685-938	2005	Decorative Design
King of Cool		Tommy Bahama Group, Inc.	VAu685-937	2005	T-Shirt Design
Pineapple Rodeo		Tommy Bahama Group, Inc.	VAu685-934	2005	T-Shirt Design
Paradise Ranch		Tommy Bahama Group, Inc.	VAu685-935	2005	T-Shirt Design
Porceline Post Card Motif Tray		Tommy Bahama Group, Inc.	VAu685-940	2005	Decorative Design
Porceline Post Card Motif Box		Tommy Bahama Group, Inc.	VAu685-939	2005	Decorative Design
Skate Date Club		Tommy Bahama Group, Inc.	VAu685-942	2005	T-Shirt Design

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<b>Copyright Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
Bed with Leaf Pattern Lines	Tommy Bahama Group, Inc.	VAu647-382	2005	Commercial Prints
Clear Flower	Tommy Bahama Group, Inc.	VAu668-308	2005	Commercial Prints
Linen on Shelves	Tommy Bahama Group, Inc.	VAu647-381	2005	Commercial Prints
Loafers on End Table	Tommy Bahama Group, Inc.	VAu647-368	2005	Commercial Prints
Man and Woman Embracing Love	Tommy Bahama Group, Inc.	VAu647-375	2005	Commercial Prints
Man and Woman Embracing on Beach	Tommy Bahama Group, Inc.	VAu647-373	2005	Commercial Prints
Man and Woman Embracing Under Palm Tree	Tommy Bahama Group, Inc.	VAu647-372	2005	Commercial Prints
Man and Woman in Glasses	Tommy Bahama Group, Inc.	VAu668-305	2005	Commercial Prints
Man and Woman in Happy Embrace	Tommy Bahama Group, Inc.	VAu647-377	2005	Commercial Prints
Man Standing in Doorway	Tommy Bahama Group, Inc.	VAu647-378	2005	Commercial Prints
Man's Feet in Sandals	Tommy Bahama Group, Inc.	VAu647-376	2005	Commercial Prints
Man's Watch 10:10	Tommy Bahama Group, Inc.	VAu647-383	2005	Commercial Prints
Perfume and Cologne	Tommy Bahama Group, Inc.	VAu647-367	2005	Commercial Prints
Pineapples in Bowl	Tommy Bahama Group, Inc.	VAu668-306	2005	Commercial Prints
Rug with Palm Tree Leaf Pattern	Tommy Bahama Group, Inc.	VAu647-380	2005	Commercial Prints
Rug with Plant vine Pattern	Tommy Bahama Group, Inc.	VAu647-379	2005	Commercial Prints
Woman in the Wind	Tommy Bahama Group, Inc.	VAu668-304	2005	Commercial Prints
Woman Smiling Wearing Watch	Tommy Bahama Group, Inc.	VAu668-303	2005	Commercial Prints
Woman Standing with Hands on Hips	Tommy Bahama Group, Inc.	VAu647-371	2005	Commercial Prints
Woman's Shoe in Iron Tray	Tommy Bahama Group, Inc.	VAu647-374	2005	Commercial Prints
Women's Shoes on Rock	Tommy Bahama Group, Inc.	VAu647-369	2005	Commercial Prints
Women's Watch on Rock	Tommy Bahama Group, Inc.	VAu647-370	2005	Commercial Prints
Yacht on a Sunset Sail	Tommy Bahama Group, Inc.	VAu668-307	2005	Commercial Prints



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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
Big Bird	N/A	Tommy Bahama Group, Inc.	VAu665-729	2005	Fabric Design
Casa Blanca	Rojo	Tommy Bahama Group, Inc.	VAu665-720	2005	Fabric Design
Casa Blanca	Azul	Tommy Bahama Group, Inc.	VAu665-719	2005	Fabric Design
Del Sol Stripe	Limon	Tommy Bahama Group, Inc.	VAu665-718	2005	Fabric Design
Del Sol Stripe	Agua	Tommy Bahama Group, Inc.	VAu665-717	2005	Fabric Design
Fiesta Stripe	Azul & Rojo	Tommy Bahama Group, Inc.	VAu665-182	2005	Fabric Design
Hot Tropics	Mango	Tommy Bahama Group, Inc.	VAu665-727	2005	Fabric Design
Hot Tropics	Indigo	Tommy Bahama Group, Inc.	VAu665-728	2005	Fabric Design
Ka-Bloom	Rojo	Tommy Bahama Group, Inc.	VAu665-726	2005	Fabric Design
Ka-Bloom	Azul	Tommy Bahama Group, Inc.	VAu665-725	2005	Fabric Design
Las Palmas	Limon	Tommy Bahama Group, Inc.	VAu665-724	2005	Fabric Design
Las Palmas	Agua	Tommy Bahama Group, Inc.	VAu665-723	2005	Fabric Design
Mai-Tie (Dye)	Mango, Lilly Pad & Indigo	Tommy Bahama Group, Inc.	VAu678-181	2005	Fabric Design
Native Bird	Multi	Tommy Bahama Group, Inc.	VAu665-731	2005	Fabric Design
New Bird	N/A	Tommy Bahama Group, Inc.	VAu665-730	2005	Fabric Design
Tropicana	La Rosa, Azul, Indigo & Black	Tommy Bahama Group, Inc.	VAu678-183	2005	Fabric Design
Tropicana	Limon & Agua	Tommy Bahama Group, Inc.	VAu678-184	2005	Fabric Design
Viva Las Flores	Rojo	Tommy Bahama Group, Inc.	VAu665-721	2005	Fabric Design
Viva Las Flores	Azul	Tommy Bahama Group, Inc.	VAu665-722	2005	Fabric Design

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Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description
<b>MEN'S SPRING 2006</b>					
20,000 LEAVES UNDER THE SEA	(61) TB31187	Tommy Bahama Group, Inc.	VAu700-403	2006	Fabric Design
ABOUT A KOI/KOI STORY	(61) TB31201/TB9297	Tommy Bahama Group, Inc.	Applied: March 2006	N/A	Fabric Design
ANCHOR AWAY	(61) TB31117	Tommy Bahama Group, Inc.	VAu700-398	2006	Fabric Design
AQUA BLOOM	(61) TB9305	Tommy Bahama Group, Inc.	VAu700-417	2006	Fabric Design
BAMBOO ABOARD	(61) TB31087	Tommy Bahama Group, Inc.	VAu700-429	2006	Fabric Design
BAMBOO HAKU	(61) TB31202	Tommy Bahama Group, Inc.	VAu700-438	2006	Fabric Design
BANANA TIENDA	(61) TB31088	Tommy Bahama Group, Inc.	VAu700-430	2006	Fabric Design
BLOOM SERVICE	(61) TB9299	Tommy Bahama Group, Inc.	VAu700-414	2006	Fabric Design
CUBAN COVE SEEKER	(61) TB9311	Tommy Bahama Group, Inc.	VAu700-418	2006	Fabric Design
CUBANO CASCADE	(61) TB9308	Tommy Bahama Group, Inc.	VAu700-424	2006	Fabric Design
DIVER'S DELIGHT	(61) TB9318	Tommy Bahama Group, Inc.	VAu700-406	2006	Fabric Design
DON JUAN DE PALMO	(61) TB31094	Tommy Bahama Group, Inc.	VAu700-399	2006	Fabric Design
FADE OUT AVE	(61) TB9320	Tommy Bahama Group, Inc.	VAu700-404	2006	Fabric Design
FAN CLUB	(61) TB31116	Tommy Bahama Group, Inc.	VAu700-407	2006	Fabric Design
FANBRELLA	(61) TB31110	Tommy Bahama Group, Inc.	VAu700-434	2006	Fabric Design
FANTANGO	(61) TB31076	Tommy Bahama Group, Inc.	VAu700-445	2006	Fabric Design
FLOTILLA	(61) TB31077	Tommy Bahama Group, Inc.	VAu700-405	2006	Fabric Design
GARDEN OF HOPE AND COURAGE SPRING 06/BOURBON BLOOM	(61) TB31106/9555	Tommy Bahama Group, Inc.	VAu700-440	2006	Fabric Design
GEISHA GARDENS	(61) TB31198	Tommy Bahama Group, Inc.	VAu700-437	2006	Fabric Design
GINGER LEI	(61) TB31107	Tommy Bahama Group, Inc.	VAu700-420	2006	Fabric Design
HAVANA BLAST AVE	(61) TB9307	Tommy Bahama Group, Inc.	VAu700-412	2006	Fabric Design
HAVANNA HEAT	(61) TB31217/31218	Tommy Bahama Group, Inc.	VAu700-444	2006	Fabric Design
HIBISCUS BLUES	(61) TB31085	Tommy Bahama Group, Inc.	VAu700-436	2006	Fabric Design
HIBISCUS PARADE	(61) TB31204	Tommy Bahama Group, Inc.	VAu700-421	2006	Fabric Design
HOKKAIDO HIBISCUS	(61) TB31109	Tommy Bahama Group, Inc.	VAu700-401	2006	Fabric Design
ISLAND MIRAGE AVE	(61) TB9330	Tommy Bahama Group, Inc.	VAu700-400	2006	Fabric Design



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Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description
JAVA SEE JAVA DO	(61) TB9317	Tommy Bahama Group, Inc.	VAu700-402	2006	Fabric Design
KING OF BLUES	(61) TB31216	Tommy Bahama Group, Inc.	VAu700-431	2006	Fabric Design
LA TO LAS VEGAS	(61) TB31119/9554	Tommy Bahama Group, Inc.	VAu700-410	2006	Fabric Design
LEAVES FALLIN	(61) TB9352	Tommy Bahama Group, Inc.	VAu700-409	2006	Fabric Design
LEI 'N AROUND	(61) TB9302	Tommy Bahama Group, Inc.	VAu700-411	2006	Fabric Design
LOST LAGOON SEEKER	(61) TB9304	Tommy Bahama Group, Inc.	VAu700-428	2006	Fabric Design
MARTINI GRAS	(61) TB31102	Tommy Bahama Group, Inc.	VAu700-439	2006	Fabric Design
MOSAIC MAMBO	(61) TB31091	Tommy Bahama Group, Inc.	VAu700-408	2006	Fabric Design
ORCHID YOU NOT	(61) TB31123	Tommy Bahama Group, Inc.	VAu700-413	2006	Fabric Design
PALM MIRAGE	(61) TB31121	Tommy Bahama Group, Inc.	VAu700-426	2006	Fabric Design
PIER FUN	(61) TB31080	Tommy Bahama Group, Inc.	VAu700-441	2006	Fabric Design
PLAIDING IT COOL	(61) TB9309	Tommy Bahama Group, Inc.	VAu700-415	2006	Fabric Design
SANDDOLLAR	(61) TB9303	Tommy Bahama Group, Inc.	VAu700-443	2006	Fabric Design
SCENIC SEEKER	(61) TB9355	Tommy Bahama Group, Inc.	VAu700-416	2006	Fabric Design
SEA GARDENS	(61) TB31079	Tommy Bahama Group, Inc.	VAu700-435	2006	Fabric Design
SHOW STOPPER	(61) TB31120	Tommy Bahama Group, Inc.	VAu700-433	2006	Fabric Design
THE PALM OF FAME	(61) TB31100	Tommy Bahama Group, Inc.	VAu700-422	2006	Fabric Design
TIE DYE MAI TAI	(61) TB9327	Tommy Bahama Group, Inc.	VAu700-432	2006	Fabric Design
TONAL TIDE SEEKER	(61) TB9306	Tommy Bahama Group, Inc.	VAu700-423	2006	Fabric Design
UNDIVIDED ATTENTION	(61) TB31089	Tommy Bahama Group, Inc.	VAu700-442	2006	Fabric Design
VIEW BAYOU	(61) TB31197	Tommy Bahama Group, Inc.	VAu700-419	2006	Fabric Design
WEAVE ME ALONE	(61) TB31093	Tommy Bahama Group, Inc.	VAu700-426	2006	Fabric Design
WU GARDEN	(61) TB31111	Tommy Bahama Group, Inc.	VAu700-427	2006	Fabric Design
<b>WOMEN'S SPRING 2006</b>					
	(61) TB31210 (Wovens)/ (61) TB31086 (Border)				
A Thousand Temples Borders	(61) TB2811 (Knits)	Tommy Bahama Group, Inc.	VA1-383-832	2005	Fabric Design
Bahama Henna	(61) TB2784	Tommy Bahama Group, Inc.	VA1-383-819	2005	Fabric Design
	(61) TB31127 (Wovens)/ (61) TB2809 (Knits)				
Balinese Blossoms		Tommy Bahama Group, Inc.	VA1-383-824	2005	Fabric Design

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
Beyond the Bungalow	(61) TB31148	Tommy Bahama Group, Inc.	VA1-383-828	2005	Fabric Design
Charms of the Kasbah	(61) TB31138 (Wovens)/ (61) TB31139 (Boarder)	Tommy Bahama Group, Inc.	VA1-383-822	2005	Fabric Design
Citrus Garden	(61) TB31145 (Wovens)/ (61) TB2790 (Knits)	Tommy Bahama Group, Inc.	VA1-383-829	2005	Fabric Design
Courtly Columns	(61) TB31231	Tommy Bahama Group, Inc.	VA1-383-816	2005	Fabric Design
Ink Blossoms	(61) TB31220 (wovens)/ (61) TB2827 (Knits)	Tommy Bahama Group, Inc.	VA1-383-834	2005	Fabric Design
Ink Blossoms Allover	(61) TB31223	Tommy Bahama Group, Inc.	VA1-383-815	2005	Fabric Design
My Maharaja	(61) TB31181 (Wovens)/ (61) TB2779 (Knits)	Tommy Bahama Group, Inc.	VA1-383-820	2005	Fabric Design
Paisley Daze	(61) TB31137 (Wovens)/ (61) TB2779 (Knits)	Tommy Bahama Group, Inc.	VA1-383-814	2005	Fabric Design
Palm Tree Place	(61) TB31149 (Wovens)/ (61) TB2801 (Knits)	Tommy Bahama Group, Inc.	VA1-383-823	2005	Fabric Design
Plumeria Garden	(61) TB31229	Tommy Bahama Group, Inc.	VA1-383-826	2005	Fabric Design
Queen of Sheba	(61) TB31193	Tommy Bahama Group, Inc.	VA1-383-817	2005	Fabric Design
Scroll Scapes	(61) TB31224 (Wovens)/ (61) TB2828 (Knits)	Tommy Bahama Group, Inc.	Applied Feb. 2006	Cancelled Application per Alyse TB Seattle 2-22-07	Fabric Design
Sea Scapes	(61) TB31232	Tommy Bahama Group, Inc.	VA1-383-825	2005	Fabric Design
Shades of Paradise	(61) TB31150	Tommy Bahama Group, Inc.	VA1-383-827	2005	Fabric Design
Sunshine Smile	(61) TB2791 (Knits)	Tommy Bahama Group, Inc.	VA1-383-831	2005	Fabric Design
Sunshine Wink	(61) TB31144 (Wovens)/ (61) TB2781 (Knits)	Tommy Bahama Group, Inc.	VA1-383-813	2005	Fabric Design
Tiles of Tangler	(61) TB31215	Tommy Bahama Group, Inc.	VA1-383-820	2005	Fabric Design
Tropical Market	(61) TB31147	Tommy Bahama Group, Inc.	VA1-383-833	2005	Fabric Design
Tropical Tatoo	(61) TB2778	Tommy Bahama Group, Inc.	VA1-383-818	2005	Fabric Design
Tutti Fruitty	(61) TB31142 (Wovens)/ (61) TB2787 (Knits)	Tommy Bahama Group, Inc.	VA1-383-830	2005	Fabric Design

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<b>MEN'S FALL 2006</b>					
A Shore Thing	(63) TB9351	Tommy Bahama Group, Inc.	VA1-356-857	2006	Fabric Design
Bird Watching	(63) TB31264	Tommy Bahama Group, Inc.	VA1-356-796	2006	Fabric Design
Birds of Bombay	(63) TB31243	Tommy Bahama Group, Inc.	VA1-349-287	2006	Fabric Design
Bombay Greetings	(63) TB31241	Tommy Bahama Group, Inc.	VA1-356-865	2006	Fabric Design
Call to Hula	(63) TB31255	Tommy Bahama Group, Inc.	VA1-356-864	2006	Fabric Design
Chili Power	(63) TB9341	Tommy Bahama Group, Inc.	VA1-349-275	2006	Fabric Design
Cocktail Cruise	(63) TB9345	Tommy Bahama Group, Inc.	VA1-356-856	2006	Fabric Design
Day Tripper	(63) TB9335	Tommy Bahama Group, Inc.	VA1-349-285	2006	Fabric Design
First Shield	(63) TB31235	Tommy Bahama Group, Inc.	VA1-349-286	2006	Fabric Design
Fruit of the Bloom	(63) TB31282	Tommy Bahama Group, Inc.	VA1-349-284	2006	Fabric Design
Gateway of India	(63) TB31244	Tommy Bahama Group, Inc.	VA1-356-795	2006	Fabric Design
Highway To My Way	(63) TB9360	Tommy Bahama Group, Inc.	VA1-349-265	2006	Fabric Design
Himalayan Hibiscus	(63) TB31245	Tommy Bahama Group, Inc.	VA1-349-288	2006	Fabric Design
Island Canvas	(63) TB9356	Tommy Bahama Group, Inc.	VA1-356-863	2006	Fabric Design
Island Palm-Palms	(63) TB31236	Tommy Bahama Group, Inc.	VA1-356-859	2006	Fabric Design
Jungle Brush	(63) TB9357	Tommy Bahama Group, Inc.	VA1-356-792	2006	Fabric Design
Kaul Five-O	(63) TB31292	Tommy Bahama Group, Inc.	VA1-349-281	2006	Fabric Design
Koki Beach	(63) TB31251	Tommy Bahama Group, Inc.	VA1-349-291	2006	Fabric Design
Lava Lounge	(63) TB9333	Tommy Bahama Group, Inc.	VA1-356-858	2006	Fabric Design
Malbar Mixer	(63) TB31275	Tommy Bahama Group, Inc.	VA1-349-277	2006	Fabric Design
Monkeyin' Around	(63) TB31238	Tommy Bahama Group, Inc.	VA1-349-278	2006	Fabric Design
Never Ending Summer	(63) TB31297	Tommy Bahama Group, Inc.	VA1-358-794	2006	Fabric Design
Orlando Plum	(63) TB31233	Tommy Bahama Group, Inc.	VA1-349-267	2006	Fabric Design
Paisley's of Paradise	(63) TB31252	Tommy Bahama Group, Inc.	VA1-356-854	2006	Fabric Design
Palm Break	(63) TB31270	Tommy Bahama Group, Inc.	VA1-349-282	2006	Fabric Design
Palm Print	(63) TB9361	Tommy Bahama Group, Inc.	VA1-349-293	2006	Fabric Design
Polly's Vacation	(63) TB312779	Tommy Bahama Group, Inc.	VA1-356-797	2006	Fabric Design

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Prowling Around	(63) TB31256	Tommy Bahama Group, Inc.	VA1-358-855	2006	Fabric Design
Sahara Palm	(63) TB31257	Tommy Bahama Group, Inc.	VA1-349-290	2006	Fabric Design
Sea You Soon	(63) TB31284	Tommy Bahama Group, Inc.	VA1-349-276	2006	Fabric Design
Seaflower Stripe	(63) TB9364/TB31298	Tommy Bahama Group, Inc.	VA1-356-798	2006	Fabric Design

Seaspray	(63) TB31295	Tommy Bahama Group, Inc.	VA1-356-866	2006	Fabric Design
Slow Tide	(63) TB9348	Tommy Bahama Group, Inc.	VA1-356-793	2006	Fabric Design
Splitting Image	(63) TB31259	Tommy Bahama Group, Inc.	VA1-349-266	2006	Fabric Design
Sunset Rally	(63) TB9334	Tommy Bahama Group, Inc.	VA1-356-868	2006	Fabric Design
Take A Dip	(63) TB31272	Tommy Bahama Group, Inc.	VA1-356-867	2006	Fabric Design
Tikka Taxi	(63) TB31242	Tommy Bahama Group, Inc.	VA1-356-889	2006	Fabric Design
Veranda Rights	(63) TB9350	Tommy Bahama Group, Inc.	VA1-349-289	2006	Fabric Design
Waves of Hibiscus	(63) TB30919	Tommy Bahama Group, Inc.	VA1-349-283	2006	Fabric Design
Whirly Curly	(63) TB9340	Tommy Bahama Group, Inc.	VA1-349-292	2006	Fabric Design
Zanzibar	(63) TB31259	Tommy Bahama Group, Inc.	VAu703-260	2006	Fabric Design
<b>WOMEN'S FALL 2006</b>					
Blossoms Galore	(63) TB2870/ TB31319	Tommy Bahama Group, Inc.	VAu702-559	2006	Fabric Design
Climbing Vines	(63) TB31331	Tommy Bahama Group, Inc.	VAu695-531	2006	Fabric Design
Fall Fronds	(63) TB2882	Tommy Bahama Group, Inc.	VAu695-635	2006	Fabric Design
Fleur de Force	(63) TBTB2845/ TB31285	Tommy Bahama Group, Inc.	VAu695-530	2006	Fabric Design
Hun a Little Song	(63) TB31316	Tommy Bahama Group, Inc.	VAu702-562	2006	Fabric Design
Kaleidoscope Floral	(63) TB2854/ TB31300	Tommy Bahama Group, Inc.	VAu702-564	2006	Fabric Design
Linework Floral	(63) TB2866	Tommy Bahama Group, Inc.	VAu702-561	2006	Fabric Design
Lucky Leaf	(63) TB31387	Tommy Bahama Group, Inc.	Applied: May 2006	N/A	Fabric Design
Orchard Blossoms Bouquet	(63) TB31334	Tommy Bahama Group, Inc.	VAu702-560	2006	Fabric Design
Ornamental Flowers	(63) TB2878	Tommy Bahama Group, Inc.	VAu695-529	2006	Fabric Design
Pear Orchard	(63) TB2867/ TB31333	Tommy Bahama Group, Inc.	VAu702-567	2006	Fabric Design
Silly for Chantilly	(63) TB2871	Tommy Bahama Group, Inc.	VAu695-534	2006	Fabric Design
Speckles and Spots	(63) TB31291	Tommy Bahama Group, Inc.	VAu702-563	2006	Fabric Design
Spice of Life	(63) TB31383	Tommy Bahama Group, Inc.	VAu702-565	2006	Fabric Design

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Star Flower	(63) TB2860/ TB31307	Tommy Bahama Group, Inc.	VAu702-566	2006	Fabric Design
Sunrise Shadow	(63) TB31385	Tommy Bahama Group, Inc.	VAu695-533	2006	Fabric Design
Tommy's Garden	(63) TB31386	Tommy Bahama Group, Inc.	Applied: May 2006	N/A	Fabric Design
Tribal Chevron	(63) TB2853	Tommy Bahama Group, Inc.	VAu695-532	2006	Fabric Design
<b>ARTWORK</b>					
Ride the Tip		Tommy Bahama Group, Inc.	VAu703-510	2006	Decorative Design
Hotel Bombay Lounge		Tommy Bahama Group, Inc.	VAu703-507	2006	Decorative Design
Paradise Grand Prix		Tommy Bahama Group, Inc.	VAu703-508	2006	Decorative Design
Jungle Shakedown		Tommy Bahama Group, Inc.	VAu703-509	2006	Decorative Design

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<b>Holiday 2006 Artwork</b>					
Paradise Plunder	T31520 (embroidered shirt)	Tommy Bahama Group, Inc.	VAu713-103	2006	Decorative Design
Toast To Libation	Republic of Relaxation / T31521 (embroidered shirt)	Tommy Bahama Group, Inc.	VAu713-102	2006	Decorative Design
Without Reservation	T31516 (embroidered shirt)	Tommy Bahama Group, Inc.	VAu713-101	2006	Decorative Design
Seas The Day	Paradise Rush Hour/ T31518 (embroidered shirt)	Tommy Bahama Group, Inc.	VAu713-100	2006	Decorative Design
<b>MEN'S HOLIDAY 2006</b>					
Agave Jungle	(64) TB31349	Tommy Bahama Group, Inc.	VA 1-404-772	2006	Fabric Design
BBO Eskew	(64) TB9382/TB9383	Tommy Bahama Group, Inc.	VA 1-404-756	2006	Fabric Design
Beauty On The Beach	(64) TB9385	Tommy Bahama Group, Inc.	VA 1-404-757	2006	Fabric Design
Bird is The Word	(64) TB9264	Tommy Bahama Group, Inc.	VA 1-404-769	2006	Fabric Design
Brighten Beachy	(64) TB9367	Tommy Bahama Group, Inc.	VA 1-404-762	2006	Fabric Design
Casa De Flora	(64) TB9366	Tommy Bahama Group, Inc.	VA 1-404-763	2006	Fabric Design
Casino Coast	(64) TB31357	Tommy Bahama Group, Inc.	VA 1-404-776	2006	Fabric Design
Dive & Dash	(64) TB9369	Tommy Bahama Group, Inc.	VA 1-404-764	2006	Fabric Design
Early Bird	(64) TB31352	Tommy Bahama Group, Inc.	VA 1-404-750	2006	Fabric Design
Finding Reno	(64) TB9374	Tommy Bahama Group, Inc.	VA 1-404-770	2006	Fabric Design
Fish n Chicks	(64) T9384	Tommy Bahama Group, Inc.	VA 1-404-773	2006	Fabric Design
Grand Prix	(64) TB31362	Tommy Bahama Group, Inc.	VA 1-404-765	2006	Fabric Design
Halelani View	(64) TB31365	Tommy Bahama Group, Inc.	VA 1-404-758	2006	Fabric Design
Hawaiian Garden	(64)TB31111	Tommy Bahama Group, Inc.	VA 1-404-787	2006	Fabric Design
Hibiscus Ahoy	(64) TB31438	Tommy Bahama Group, Inc.	Applied: September 11, 2008	2006	Fabric Design
Hidden Hibiscus	(64) TB31374	Tommy Bahama Group, Inc.	VA 1-404-752	2006	Fabric Design
Hold'em & Fold'em	(64) TB31361	Tommy Bahama Group, Inc.	VA 1-404-751	2006	Fabric Design
Lady Luau	(64) TB31364	Tommy Bahama Group, Inc.	VA 1-404-774	2006	Fabric Design
Lanikal Leaves	(64) TB31367	Tommy Bahama Group, Inc.	VA 1-404-766	2006	Fabric Design

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Leaf Me Here	(64) TB31371	Tommy Bahama Group, Inc.	VA 1-404-781	2006	Fabric Design
Malden Monaco	(64) TB31382/T31356	Tommy Bahama Group, Inc.	VA 1-393-468	2006	Fabric Design
Margarita Bloom	(64) TB31355	Tommy Bahama Group, Inc.	VA 1-402-541	2006	Fabric Design
Painted Palms	64 T831351	Tommy Bahama Group, Inc.	VA 1-404-748	2006	Fabric Design
Parrots of the Caribbean	(64) TB31341	Tommy Bahama Group, Inc.	VA 1-404-755	2006	Fabric Design
Place To Be Scene	(64) TB9371	Tommy Bahama Group, Inc.	VA 1-404-760	2006	Fabric Design
Plumeria Palace	(64) TB31358	Tommy Bahama Group, Inc.	VA 1-404-759	2006	Fabric Design
Ponderosa Pineapples	(64) TB31399	Tommy Bahama Group, Inc.	VA 1-404-768	2006	Fabric Design
Rest & Relaxation	(64) TB9377	Tommy Bahama Group, Inc.	VA 1-404-775	2006	Fabric Design
Riviera Racer	(64) TB31359	Tommy Bahama Group, Inc.	VA 1-404-745	2006	Fabric Design
Royal Hibiscus	(64) TB31074	Tommy Bahama Group, Inc.	VA 1-404-753	2006	Fabric Design
Rum Punch	964) TB31343	Tommy Bahama Group, Inc.	VA 1-404-746	2006	Fabric Design
Shore Leave	64 TB31348	Tommy Bahama Group, Inc.	VA 1-404-743	2006	Fabric Design
Sky Hi	(64) TB9368	Tommy Bahama Group, Inc.	VA 1-404-744	2006	Fabric Design
Soul in One	(64) TB9248	Tommy Bahama Group, Inc.	VA 1-404-754	2006	Fabric Design
Spin Cycle	(64) TB9380	Tommy Bahama Group, Inc.	VA 1-404-742	2006	Fabric Design
Toucan Santa	(64) TB31340	Tommy Bahama Group, Inc.	Applied; September 11, 2006	N/A	Fabric Design
Treasure Reef	(64) TB31346	Tommy Bahama Group, Inc.	VA 1-399-044	2006	Fabric Design
Uno, Dos Palms	(64) TB31353	Tommy Bahama Group, Inc.	VA 1-404-771	2006	Fabric Design
Valle Isle	(64) TB31368	Tommy Bahama Group, Inc.	VA 1-404-747	2006	Fabric Design
Veranda Vista	(64) TB31369	Tommy Bahama Group, Inc.	VA 1-399-043	2006	Fabric Design
Walk the Plank	(64) TB31342	Tommy Bahama Group, Inc.	VA 1-402-542	2006	Fabric Design
<b>WOMEN'S HOLIDAY 2006</b>					
Bamboo Island	(64) TW60220/TW14210/TW30551	Tommy Bahama Group, Inc.	VAu729-412	2006	Fabric Design
Beautiful Orchid	(64) TW30529	Tommy Bahama Group, Inc.	VAu729-411	2006	Fabric Design
Cherry Blossom Dress	(64) TW60218	Tommy Bahama Group, Inc.	VU729-416	2006	Fabric Design
Cherry Blossom Scarf	(64) TW7226	Tommy Bahama Group, Inc.	VAu734-883	2006	Fabric Design
Cherry Blossom Skirt	(64) TW65131	Tommy Bahama Group, Inc.	VAu729-414	2006	Fabric Design
Ironwork	(64)	Tommy Bahama	VAu734-886	2006	Fabric Design

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
Island Fronds	TW30528/TW60557/60227	Group, Inc.			
Island Fronds	(64) TW4670	Tommy Bahama Group, Inc.	VAu729-410	2006	Fabric Design
Island Shawdows	(64) TW60224/TW65136	Tommy Bahama Group, Inc.	VAu729-413	2006	Fabric Design
Lattice Border	(64) TW30520	Tommy Bahama Group, Inc.	VAu734-887	2006	Fabric Design
Leaf Bazaar	(64) TW60228/TW14217/TW65139	Tommy Bahama Group, Inc.	VAu729-409	2006	Fabric Design
Oasis Garden	(64) TW30537/TW60234/TW8282	Tommy Bahama Group, Inc.	VAu734-884	2006	Fabric Design
Palm Mirage	(64) TW60236/TW14230/8282	Tommy Bahama Group, Inc.	VAu734-888	2006	Fabric Design
Sun Orchid	(64) TW65133/TW14209/1W60221	Tommy Bahama Group, Inc.	VAu734-885	2006	Fabric Design



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Copyright Title	Owner	Registration #	Year Registered	Description
The Shady Lady	Tommy Bahama Group, inc;	VAu725-439	2006	Commercial Prints
Cool Breeze Beauty	Tommy Bahama Group; Inc.	VAu725-440	2006	Commercial Prints
Veranda Vixen	Tommy Bahama Group, Inc.	VAu725-441	2006	Commercial Prints
Her Split Decision	Tommy Bahama Group, Inc.	VAu725-442	2006	Commercial Prints
Bandana Beauty	Tommy Bahama Group, Inc.	VAu725-443	2006	Commercial Prints
A Chair Affair	Tommy Bahama Group, Inc.	VAu725-444	2006	Commercial Prints
Casual Moments	Tommy Bahama Group, Inc.	VAu725-445	2006	Commercial Prints
Road Princess	Tommy Bahama Group, Inc.	VAu725-446	2006	Commercial Prints
She's Camera Ready	Tommy Bahama Group, Inc.	VAu725-447	2006	Commercial Prints
A Man and His Guitar	Tommy Bahama Group, Inc.	VAu725-446	2006	Commercial Prints
Chill Time Denim	Tommy Bahama Group, Inc.	VAu725-449	2006	Commercial Prints
Jeans That Rock!	Tommy Bahama Group, Inc.	VAu725-450	2006	Commercial Prints
The Garden Mirage	Tommy Bahama Group, Inc.	VAu725-451	2006	Commercial Prints

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Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description
<b>MEN'S SPRING 2007</b>					
Amazon Palm	(71) TB31413	Tommy Bahama Group, Inc.	VA 1-399-075	2007	Fabric Design
Carnival Garden	(71) TB31402	Tommy Bahama Group, Inc.	VA 1-404-798	2007	Fabric Design
Channel Surfer	(71) TB9400	Tommy Bahama Group, Inc.	VA 1-399-057	2007	Fabric Design
Copababana	(71) TB30680	Tommy Bahama Group, Inc.	VA 1-404-790	2007	Fabric Design
Crustacean Formation	(71) TB31445/TB9424	Tommy Bahama Group, Inc.	VA 1-399-064	2007	Fabric Design
Destination Relaxation	(71) TB9399	Tommy Bahama Group, Inc.	VA 1-399-065	2007	Fabric Design
Destination Vacation	(71) TB9411	Tommy Bahama Group, Inc.	VA 1-396-661	2007	Fabric Design
Flora Aura	(71) TB31415	Tommy Bahama Group, Inc.	VA 1-399-079	2007	Fabric Design
Hawaiian Hiatus	(71) TB9408	Tommy Bahama Group, Inc.	VA 1.396-863	2007	Fabric Design
Honey, I Blew Up the Pineapple	(71) TB9418	Tommy Bahama Group, Inc.	VA 1-399-077	2007	Fabric Design
Hula Lookin' At	(71) TB9391	Tommy Bahama Group, Inc.	VA 1.399-068	2007	Fabric Design
Island Grove	(71) TB31428	Tommy Bahama Group, Inc.	VA 1-404-781	2007	Fabric Design
Jewel of the isle	(71) TB31417	Tommy Bahama Group, Inc.	VA 1.399-058	2007	Fabric Design
Leafful Weapon	(71) TB9397/TB9413	Tommy Bahama Group, Inc.	VA 1-404-782	2007	Fabric Design
Lelz Daze	(71) TB9394	Tommy Bahama Group, Inc.	VA 1-399-059	2007	Fabric Design
Linen Reef	(71) TB31447	Tommy Bahama Group, Inc.	VA 1-398-857	2007	Fabric Design
Luau Sunset	(71) TB31451	Tommy Bahama Group, Inc.	VA 1-399-071	2007	Fabric Design
Lucky Streak	(71) TB9393	Tommy Bahama Group, Inc.	VA 1-399-066	2007	Fabric Design
Lunar Festival	(71) TB31422	Tommy Bahama Group, Inc.	VA 1-399-073	2007	Fabric Design
Mardi Gras Mirage	(71) TB30680	Tommy Bahama Group, Inc.	VA 1-399-070	2007	Fabric Design
Martini Break	(71) TB31432	Tommy Bahama Group, Inc.	VA 1-399-078	2007	Fabric Design
Masquerade Mix	(71) TB31466	Tommy Bahama Group, Inc.	VA 1.399-081	2007	Fabric Design
Miami Heatwave	(71) TB31453	Tommy Bahama Group, Inc.	VA 1-399-056	2007	Fabric Design
Mirage Collage	(71) TB9421	Tommy Bahama Group, Inc.	VA 1-396-858	2007	Fabric Design
Morrow Bay	(71) TB9404	Tommy Bahama Group, Inc.	VA 1-399-061	2007	Fabric Design

Mr. Martini	(71) TB31432	Tommy Bahama Group, Inc.	N/A	Applied: 2/13/07	Fabric Design
Of Koi-ce	(71) TB31418	Tommy Bahama Group, Inc.	VA 1-404-800	2007	Fabric Design
Palm Desert	(71) TB31413	Tommy Bahama	VA 1-398-906	2007	Fabric Design

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		Group, Inc.			
Palm Flings	(71) TB31403	Tommy Bahama Group, Inc.	VA 1-404-792	2007	Fabric Design
Palm O'Rama	(71) TB9406	Tommy Bahama Group, Inc.	VA 1-399-067	2007	Fabric Design
Palm Springs Postcard	(71) TB31452	Tommy Bahama Group, Inc.	VA 1-404-793	2007	Fabric Design
Pale Palm	(71) TB31456	Tommy Bahama Group, Inc.	VA 1.399-074	2007	Fabric Design
Phuket Palms	(71) TB31422	Tommy Bahama Group, Inc.	VA 1-404-791	2007	Fabric Design
Pineapple Fiesta	(71) TB31450	Tommy Bahama Group, Inc.	VA 1-399-072	2007	Fabric Design
Pineapple Oasis	(71) TB31437	Tommy Bahama Group, Inc.	VA 1-399-062	2007	Fabric Design
Pineapple Splash	(71)T139409	Tommy Bahama Group, Inc.	VA 1-396-882	2007	Fabric Design
Pineapple Tumble	(71) TB31414	Tommy Bahama Group, Inc.	VA 1-399-076	2007	Fabric Design
Poolside Tropics	(71) TB9405	Tommy Bahama Group, Inc.	VA 1-404-778	2007	Fabric Design
Relax Resort	(71) TB9420	Tommy Bahama Group, Inc.	VA 1-396-864	2007	Fabric Design
Retro Palms	(71) TB31401	Tommy Bahama Group, Inc.	VA 1-404-789	2007	Fabric Design
Santa Cruise	(71) TB9402	Tommy Bahama Group, Inc.	VA 1-404-777	2007	Fabric Design
Sea You Lei'ter	(71) TB9390	Tommy Bahama Group, Inc.	VA 1-404-780	2007	Fabric Design
Sip Back and Relax	(71) TB9417	Tommy Bahama Group, Inc.	VA 1-399-859	2007	Fabric Design
Sunset Rally	(71) TB9334	Tommy Bahama Group, Inc.	VA 1-404801	2007	Fabric Design
Tahitian Fields	(71) TB9407	Tommy Bahama Group, Inc.	VA 1-399-069	2007	Fabric Design
Tarpon Bay	(71) TB31422	Tommy Bahama Group, Inc.	VA 1-396-865	2007	Fabric Design
THAI BO	(71) TB31457	Tommy Bahama Group, Inc.	VA 1-399-080	2007	Fabric Design
The Thai That Vines	(71) TB31419	Tommy Bahama Group, Inc.	VA 1-399-080	2007	Fabric Design
Tropic View	(71) TB31435	Tommy Bahama Group, Inc.	VA 1-399-083	2007	Fabric Design
Tropicali	(71) TB9412	Tommy Bahama Group, Inc.	VA 1-396-860	2007	Fabric Design
Yes! Siam	(71) TB31421	Tommy Bahama Group, Inc.	VA 1-404-796	2007	Fabric Design
<b>Men's and Women's (TB18 Golf) Spring 2007</b>					
Bungalow Blooms	GP108	Tommy Bahama Group, Inc.	VA 1-404-794	2007	Fabric Design
Cope Cabana	GP107	Tommy Bahama Group, Inc.	VA 1-404-779	2007	Fabric Design
Head over Heels	GP283	Tommy Bahama Group, Inc.	VA 1-404-795	2007	Fabric Design
Pool Flower	GP106	Tommy Bahama Group, Inc.	VA 1-404-788	2007	Fabric Design
Sugar Blossom	GP113	Tommy Bahama Group, Inc.	VA 1-404-799	2007	Fabric Design

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Swizzle Stripe	GP109	Tommy Bahama Group, Inc.	VA 1-404-797	2007	Fabric Design
<b>WOMEN'S SPRING 2007</b>					
Capri Coast Dress and Skirt	(71)TBW 30041	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Capri Coast Shirt	(71)TBW30048	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Flora Bora Jacquard	(71)TWYD3012	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Island Canopy	(71)TBW408	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Knot A Floral Halter	(71)TBW30031	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Knot A Floral Shirt	(71)TBW30042	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Knot A Floral Skirt	(71)TBW 30047	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Nautical Anchor	(71)TBW2014SP	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Nautical Crest	(71)TBW2012	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Palm Tree Jungle	(71)TBW30044	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Paradise Hotel Silk Scarf	(71)TBW30030	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Tahitian Sunset	(71)TBW2016	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Terrace Tile	(71)TBW 30043	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Waving Palms	(71)TBW30035/ (71)TBW407/ (71)TBW2017TX	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Welcome to Bermuda Shirt	(71)TBW30034	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design

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Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description
<b>MEN'S FALL 2007</b>					
Apertif	(73) TB31528	Tommy Bahama Group, Inc.	VA 1-416-776	2007	Fabric Design
Bamboo Cove	(73) TB31490		VA 1-416-767	2007	Fabric Design
Batik La Chique	(73) TB31488		VA 1-416-744	2007	Fabric Design
Bordeaux Blooms	(73) TB31496		VA 1-416-756	2007	Fabric Design
Cailstoga Canopy	(73)T1331485		VA 1-416-769	2007	Fabric Design
Coyote Cove	(73) TB31493		VA 1-416-764	2007	Fabric Design
Desert Surf	(73) TB31530		VA 1-416-758	2007	Fabric Design
Dune Garden	(73) TB31531		VA 1-416-774	2007	Fabric Design
Fan Mall	(73) TB9441		VA 1-416-754	2007	Fabric Design
Floral Reflections	(73) TB31504		VA 1-416-752	2007	Fabric Design
Garden of Hope and Courage Fall 07	(73)TB31512		VA 1-416-760	2007	Fabric Design
Hibiscus High Road	(73) TB9426		VA 1-416-761	2007	Fabric Design
Hip Trip	(73) TB9434		VA 1-416-763	2007	Fabric Design
Island Reserve	(73) TB31492		VA 1-416-742	2007	Fabric Design
Late Harvest	(73) TB31486		VA 1-416-779	2007	Fabric Design
Lel'n Around	(73) TB9435		VA 1-416-759	2007	Fabric Design
Maximum Over Chili	(73) TB9428		VA 1-416-748	2007	Fabric Design
Mojito Montage	(73) TB9427		VA 1-416-770	2007	Fabric Design
Muscat Mirage	(73) TB31494		VA 1-416-778	2007	Fabric Design
Pacific Breeze	(73) TB31500		VA 1-416-753	2007	Fabric Design
Palms Unite	(73) TB31495		VA 1-416-741	2007	Fabric Design
Paradise Camp	(73) TB31491		VA 1-416-765	2007	Fabric Design
Party On	(73) TB9447		VA 1-416-750	2007	Fabric Design
Passion for Paradise	(73) TB9440		VA 1-416-762	2007	Fabric Design
Pineapple Row	(73) TB31482		VA 1-416-771	2007	Fabric Design
Que Syrah	(73) TB31527		VA 1-416-748	2007	Fabric Design
Relaxursion	(73) TB9433		VA 1-416-743	2007	Fabric Design
SeaView Soon	(73) TB9431		VA 1-416-772	2007	Fabric Design
Shade Lounger	(73) TB31503		VA 1-416-776	2007	Fabric Design
Tails of the Sea	(73) TB9414		VA 1-416-755	2007	Fabric Design
Tropical Maze	(73) TB31484		VA 1-416-745	2007	Fabric Design
U'ma Favorite Camp	(73) TB31514		VA 1-416-747	2007	Fabric Design
Vacation Fascination	(73) TB9439		VA 1-416-773	2007	Fabric Design
Valley Floral	(73) TB31507		VA 1-416-766	2007	Fabric Design
Vintage View	(73) TB31499		VA 1-416-777	2007	Fabric Design
Volksdragon	(73) TB9429		VA 1-416-749	2007	Fabric Design
Wake 'N Bake	(73) TB9437		VA 1-416-757	2007	Fabric Design
(Retail Special)	(73) TB31646		VA 1-416-766	2007	Fabric Design
(Retail Special)	(73) TB31537		VA 1-416-751	2007	Fabric Design
<b>WOMEN'S FALL 2007</b>					
Desert Jungle	TBW300700		VA 1-416-751	<i>Pending/Applied For</i>	Fabric Design
Filigree Paisley	TBW300060			<i>Pending/Applied For</i>	Fabric Design
Ink Blossom	TBW30077			<i>Pending/Applied For</i>	Fabric Design
Island Flora	TBW2023			<i>Pending/Applied For</i>	Fabric Design
Madeira Flora	TBW30065			<i>Pending/Applied For</i>	Fabric Design
Madeira Jacquard	TWJ73001			<i>Pending/Applied For</i>	Fabric Design

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Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description
Moonlit Jungle	TBW30059			<i>Pending/Applied For</i>	Fabric Design
Portuguese Medallion	TBW30064			<i>Pending/Applied For</i>	Fabric Design
Tahiti Orchids	TBW30055			<i>Pending/Applied For</i>	Fabric Design
Taravao	TBEM1017			<i>Pending/Applied For</i>	Fabric Design
Temptation Floral	TB30903			<i>Pending/Applied For</i>	Fabric Design
Zanzi Medallion	TBW30063			<i>Pending/Applied For</i>	Fabric Design
Zanzi Paisley	TBW30058			<i>Pending/Applied For</i>	Fabric Design

**ARTWORK**

Daily Double	T31807 (embroidered shirt)		VAu750-258	2007	Decorative Design
Paradise Nation	T20709 (embroidered sweatshirt)		VAu750-261	2007	Decorative Design
Pelican Cigar	T31769 (embroidered shirt)		VAu750-259	2007	Decorative Design
Pineapple Express	T31715		VAu750-260	2007	Decorative Design

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Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description	Electronic Submission Case #
<b>SPRING 2008 ART WORK</b>						
BILL COLLECTOR BAR	TR7012(G)	Tommy Bahama Group,	VAu000957155	2008	ARTWORK	1-4294150
BOARDS OF A FEATHER	TR2146	Tommy Bahama Group,	VAu000957595	2008	ARTWORK	
CASTING CALL	T32092	Tommy Bahama Group,	VAu000957209	2008	ARTWORK	
DESERT PHOENIX	T32118	Tommy Bahama Group,	VAu000957221	2008	ARTWORK	
DESPERTE STEAK KNIVES	TR2145	Tommy Bahama Group,	VAu000957156	2008	ARTWORK	
EX PRESIDENTE' CAMP	732125	Tommy Bahama Group,	VAu000957464	2008	ARTWORK	
FISH & CHICKS	TR734	Tommy Bahama Group,	VAu000957154	2008	ARTWORK	
FLAMINGO LANES	T31998	Tommy Bahama Group,	VAu000957204	2008	ARTWORK	
HULA LOTTA SHAKIN' TEE	TR2097	Tommy Bahama Group,	VAu000957190	2008	ARTWORK	
LOGO STRIPE TOWEL	TR712	Tommy Bahama Group,	VAu000957200	2008	ARTWORK	
MARLIN LINE-UP	TR794	Tommy Bahama Group,	VAu000957203	2008	ARTWORK	
NATURAL BORN GRILLER	TR7001(G)	Tommy Bahama Group,	VAu000957193	2008	ARTWORK	
PARADISE DISTILLED	732032	Tommy Bahama Group,	VAu000957208	2008	ARTWORK	
PARADISE ON TAP	T32145	Tommy Bahama Group,	VAu000957206	2008	ARTWORK	
RIDE'EM COWBOYS	T32121	Tommy Bahama Group,	VAu000957465	2008	ARTWORK	
SIGNS OF LIFE	TR2148	Tommy Bahama Group,	VAu000957194	2008	ARTWORK	
ST. CROIX LANES	T32074	Tommy Bahama Group,	VAu000957466	2008	ARTWORK	
<b>Men's &amp; Women's (TB18 GOLF) Sprint 2008</b>						
Bahama Bouquet	(81) GP129	Tommy Bahama Group,	VA1-63-996	2008	Fabric Design	
Bell of the Ball	(81) GP142	Tommy Bahama Group,	VA1-631-993	2008	Fabric Design	
Play Thru Paisley	(81) GP2101	Tommy Bahama Group,	VA1-631-998	2008	Fabric Design	
Houndstooth Blooms	(81) GP422	Tommy Bahama Group,	VA1-632-006	2008	Fabric Design	
Let's Par-Tee	(81) GP130	Tommy Bahama Group,	VA1-632-003	2008	Fabric Design	
Pretty Birdie	(81) GP2078	Tommy Bahama Group,	VA1-632-005	2008	Fabric Design	
Oh Medallion	(81) GP130	Tommy Bahama Group,	VA1-632-004	2008	Fabric Design	
Cape Escape	(81) GP2088	Tommy Bahama Group,	VA1-632-525	2008	Fabric Design	
Buoyed Up	(81) GP2122	Tommy Bahama Group,	VA1-631-999	2008	Fabric Design	
Straight Shooter	(81)GYD2105	Tommy Bahama Group,	VA1-632-523	2008	Fabric Design	
<b>MEN'S SPRING 2008</b>						
CAMO-MIRAGE	(81) T131221	Tommy Bahama Group,	VA 1632:977	2008	Fabric	
SHORE STORIES	(81) TB2977	Tommy Bahama Group,	VA 1-632-976	2008	Fabric	
PHUKET PALMS	(81) TB31422	Tommy Bahama Group,	VA 1-632-974	2008	Fabric	
WEEKEND AT FERNIES	(81) TB1631	Tommy Bahama Group,	VA 1-632-970	2008	Fabric	
FRONDS DE LEON	(81)	Tommy Bahama Group,	VA 1-632-972	2008	Fabric	
	TB31632/TB9484					
SLAM DUNK	(81) TB31635	Tommy Bahama Group,	VA 1-632-971	2008	Fabric	
BAMBOOZE CRUISE	(81) TB31643	Tommy Bahama Group,	VA 1-632-973	2008	Fabric	
TECH TAC TOE	(81) TB31646	Tommy Bahama Group,	VA 1-632-975	2008	Fabric	
DOWNLOAD STRIPE	(81) TB31648	Tommy Bahama Group,	VA 1-632-978	2008	Fabric	
FLOWER POINT	(81) TB31649	Tommy Bahama Group,	VA 1-634.025	2008	Fabric	
SPACE & TIME	(81) TB31654	Tommy Bahama Group,	VA 1-634-024	2008	Fabric	
TIDE N' SEEK	(81) TB31656	Tommy Bahama Group,	VA 1-634-02	2008	Fabric	
JUST COASTING	(81) TB31657	Tommy Bahama Group,	VA 1-634-022	2008	Fabric	
CORAL LEAF	(81) TB31660	Tommy Bahama Group,	VA 1-634-021	2008	Fabric	
SUNDAY SIESTA	(81)TB31662	Tommy Bahama Group,	VA 1-634-026	2008	Fabric	
DRAG'N RACING	(81)	Tommy Bahama Group,	VA 1-634-020	2008	Fabric	
	TB31667/TB31707					
BREEZE FRAME	(81) TB31668	Tommy Bahama Group,	VA 1-634-029	2008	Fabric	
KE'IKI BEACH	(81) 1B31670	Tommy Bahama Group,	VA 1-634-028	2008	Fabric	
PARADISE LANE	(81) TB31671	Tommy Bahama Group,	VA 1-634-027	2008	Fabric	
TAMARINDO	(81)TB31672	Tommy Bahama Group,	VA 1-633-964	2008	Fabric	
CALYPSO ISLAND	(81) TB31673	Tommy Bahama Group,	CA 1-633-976	2008	Fabric	

SAND-A-LEI	(81) TB1674	Tommy Bahama Group,	VA 1-633-975	2008	Fabric
PAPA ROCKS	(81) TB31676	Tommy Bahama Group,	VA 1-633-974	2008	Fabric
A-GUST-OF FLORAL	(81) TB31680	Tommy Bahama Group,	VA 1-633-973	2008	Fabric
GARDEN OF HOPE AND COURAGE SP 08	(81)TB31681	Tommy Bahama Group,	VA 1-633-972	2008	Fabric
COPY PASTE	(81) TB31689	Tommy Bahama Group,	VA 1-633-971	2008	Fabric
THE REAL MCKOI	(81) TB31691	Tommy Bahama Group,	VA 1-633-970	2008	Fabric
GEORGE FLORA-MAN	(81) TB1766	Tommy Bahama Group,	VA 1-633-968	2008	Fabric
CASA DE CHILL	(81)TB9366	Tommy Bahama Group,	VA 1-633.967	2008	Fabric
FEISTY FIESTA	(81) TB9390	Tommy Bahama Group,	VA 1-633-966	2008	Fabric

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Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description	Electronic Submission Case #
PALM O'RAMA	(81) TB9406	Tommy Bahama Group,	VA 1-633-965	2008	Fabric	
RIP SWIRL	(81) TB9408	Tommy Bahama Group,	VA 1-633.959	2008	Fabric	
LEI Z BOY	(81) TB9411	Tommy Bahama Group,	VA 1-633-958	2008	Fabric	
LEI-ING LOW	(81) TB9435	Tommy Bahama Group,	VA 1-633-956	2008	Fabric	
ALL SHOOK UP	(81) T89451	Tommy Bahama Group,	VA 1-633-954	2008	Fabric	
CABO SAN LOCO	(81) TB9457	Tommy Bahama Group,	VA 1-633-953	2008	Fabric	
ANTONIO BANDANA	(81) TB9459	Tommy Bahama Group,	VA 1-633-950	2008	Fabric	
HU-LA-LA	(81) TB9482	Tommy Bahama Group,	VA 1-633-960	2008	Fabric	
PANAME CITY PAISLEY	(81) TB9483	Tommy Bahama Group,	VA I-633.951	2008	Fabric	
GIN ATOMIC	(81)TB9484/TB31632	Tommy Bahama Group,	VA 1-633-949	2008	Fabric	
CANNON BEACH	(81) TB9485	Tommy Bahama Group,	VA 1:633-948	2008	Fabric	
IN A PINCH	(81)TB9486	Tommy Bahama Group,	VA 1-633-946	2008	Fabric	
HANA LEI BEACH	(81)TB9490	Tommy Bahama Group,	VA 1-633-955	2008	Fabric	
THE LEI DOWN	(81) TB9492	Tommy Bahama Group,	VA 1433-182	2008	Fabric	
WHERE'S THE REEF?	(81) TB9493	Tommy Bahama Group,	VA 1-633-172	2008	Fabric	
SAKI TO ME	(81)TB9496	Tommy Bahama Group,	VA 1-633-173	2008	Fabric	
LEI ALL DAY	(81)TB9497	Tommy Bahama Group,	VA 1-633-174	2008	Fabric	
FLOATATION ADVICE	(81) TB9498	Tommy Bahama Group,	VA 1-633-176	2008	Fabric	
HAVANA CABANA	(81) T89502	Tommy Bahama Group,	VA 1-633-181	2008	Fabric	
HIBACHI HIBISCUS	(81) TB9503	Tommy Bahama Group,	VA 1-633-177	2008	Fabric	
GRILL BILL	(81) TB9504	Tommy Bahama Group,	VA 1-633-178	2008	Fabric	
LEIING & DRINKING	(81) TB9507	Tommy Bahama Group,	VA 1-633-179	2008	Fabric	
HAROLD & MOD	(81) TB9508	Tommy Bahama Group,	VA 1-633-180	2008	Fabric	
PALM CRUISE	(81) TB9512	Tommy Bahama Group,	VA 1-633-175	2008	Fabric	
<b>WOMEN'S SPRING 2008</b>						
LATTICE GEO	TBW2062	Tommy Bahama Group,	Vau 961-548	2008	Fabric	1-47905391
ZEBRA PRINT	TBW30148	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design	1-47905433
DAMASK PRINT	TBW30118	Tommy Bahama Group,	Vau 961-533	2008	Fabric	1-47905465
BALINESE BREEZE	TBW2058	Tommy Bahama Group,	Vau 961-539	2008	Fabric	1-47905497
BLACK PASSION	TBW30112	Tommy Bahama Group,	Vau 961-512	2008	Fabric	1-47905529
PASSION PAISLEY	TBW30109	Tommy Bahama Group,	Vau 961-535	2008	Fabric	1-47905561
70'S FLORAL DRESS	TBW2050	Tommy Bahama Group,	Vau 961-547	2008	Fabric	1-47903593
70'S FLORAL SLEEVELESS	TBW30110	Tommy Bahama Group,	you 961-538	2008	Fabric	1-47905625
70'S FLORAL PRINT SCARF	TBW30144	Tommy Bahama Group,	Vau 961-528	2008	Fabric	1-47905660
FLORAL SPRAY SHIRT	TBW30124	Tommy Bahama Group,	Vau 961-544	2008	Fabric	1-47905692
RIBBON FLORAL	TBW30125	Tommy Bahama Group,	Vau 961-546	2008	Fabric	147905724
HONOLULU FLORAL	TBW2060	Tommy Bahama Group,	Vau 961-531	2008	Fabric	1-47905756
PARADISE FLORAL	TBW30146	Tommy Bahama Group,	Vau 961-516	2008	Fabric	1-47905788
CHAIN PRINT	TBW2051	Tommy Bahama Group,	Vau 961-549	2008	Fabric	1-47905820
KNOT A PLAID	TBW30131	Tommy Bahama Group,	Rejected	2008	Fabric	1-47905852
BAMBOO BEACH	TBW30143	Tommy Bahama Group,	Vau 961-530	2008	Fabric	1-47905884
MOD FLORAL	TBW30133	Tommy Bahama Group,	Vau 961.514	2008	Fabric	1-47952116
LAGUNA VINE	TBW2052	Tommy Bahama Group,	Vau 961-529	2008	Fabric	1-47952148
SUMMER SOLSTICE	TBW30136	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design	147952180
TROPICAL TRELLIS STRIPE	TBW30116	Tommy Bahama Group,	Vau 961-517	2008	Fabric	1-47952212
SUN DAZE	TBW30137	Tommy Bahama Group,	Vau 961-537	2008	Fabric	1-47952244
ZUMA LEAF	TBW2059	Tommy Bahama Group,	Vau 961-532	2008	Fabric	1-47952276
CHAIN LINK GEO	TBW2081	Tommy Bahama Group,				
TEXTURED LEAF	713W 2082 TV 60514	Tommy Bahama Group, Inc.			Fabric Design	
SPA LEAF	TBW2083 TV 20230 TV 60513	Tommy Bahama Group, Inc.			Fabric Design	



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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>	<b>Electronic Submission Case #</b>
<b>FALL 2008; MEN'S ART WORK</b>						
BAREFOOT BAR	TR2178	Tommy Bahama Group, Inc.			Decorative Design	1-4294150
MARLIN MAYHEM	TR7036	Tommy Bahama Group, Inc.			Decorative Design	
PINA EXPRESS	TR7031	Tommy Bahama Group, Inc.			Decorative Design	
THE OVAL OFFICE	TR2064	Tommy Bahama Group, Inc.			Decorative Design	
DOWN SHIFT	TR2177/TR7022	Tommy Bahama Group, Inc.			Decorative Design	
BULL SHOT LOUNGE	T32274	Tommy Bahama Group, Inc.			Decorative Design	
JUST ANOTHER DAY IN PARADISE	T32148	Tommy Bahama Group, Inc.			Decorative Design	
FLAGS OF LEISURE	T32281	Tommy Bahama Group, Inc.			Decorative Design	
<b>FALL 2008 MEN'S - TOMMY BAHAMA/RELAX PRINTS</b>						
FRONT & ZENTER	(83) TBYD3534	Tommy Bahama Group, Inc.			Fabric Design	
BIG SUR	(83) TB31781	Tommy Bahama Group, Inc.			Fabric Design	
STAIRWAY TO PARADE	(83) TB31738	Tommy Bahama Group, Inc.			Fabric Design	
CANOPY MIST	(83) TB31742	Tommy Bahama Group, Inc.			Fabric Design	
ZENTER OF THE UNIVERSE	(83) TB31784	Tommy Bahama Group, Inc.			Fabric Design	
BIG LEAGUE	(83) TB31796	Tommy Bahama Group, Inc.			Fabric Design	
TROPICAL LANES	(83) TB31775	Tommy Bahama Group, Inc.			Fabric Design	
PARADISE BOWL	(83) TB31752	Tommy Bahama Group, Inc.			Fabric Design	
SUITE DEAL	(83) TB31749	Tommy Bahama Group, Inc.			Fabric Design	
SUNDIAL	(83) TB31764	Tommy Bahama Group, Inc.			Fabric Design	
PAISLEY PLAZA	(83) TB31791	Tommy Bahama Group, Inc.			Fabric Design	
HAVANA PALM	(83) TB31763	Tommy Bahama Group, Inc.			Fabric Design	
LEAF ME IN PARADISE	(83) TB31761	Tommy Bahama Group, Inc.			Fabric Design	
BIRDS GONE WILD	(83) TB31776	Tommy Bahama Group, Inc.			Fabric Design	
DIVINE LIFE	(83) TB31748	Tommy Bahama Group, Inc.			Fabric Design	
BILLIONAIRE'S PARADISE	(83) TB31747	Tommy Bahama Group, Inc.			Fabric Design	
PINEAPPLE BRIGADE	(83) TB31751	Tommy Bahama Group, Inc.			Fabric Design	
RELAX NATION	(83) TB31787	Tommy Bahama Group, Inc.			Fabric Design	
BOB GRILLIN'/BOB CHILLIN	(83) TB3990/TB	Tommy Bahama Group, Inc.			Fabric Design	
LAFERN AND SHIRLEY	(83) TB9533	Tommy Bahama Group, Inc.			Fabric Design	
PARADISE PLUMES	(83) TB9516	Tommy Bahama Group, Inc.			Fabric Design	
GEO JAM	(83) TB9258	Tommy Bahama Group, Inc.			Fabric Design	
SWIRL OF MY DREAMS	(83) TB9523	Tommy Bahama Group, Inc.			Fabric Design	
WHOLE LOTTA HULA	(83) TB31797	Tommy Bahama Group, Inc.			Fabric Design	
IT TAKES A CHILLAGE	(83) TB9539	Tommy Bahama Group, Inc.			Fabric Design	
ONCE IN A LEAFTIME	(83) TB9520	Tommy Bahama Group, Inc.			Fabric Design	
HIDE AND BATIK	(83) TB9527	Tommy Bahama Group, Inc.			Fabric Design	
GEO RETRO	(83) TB9544	Tommy Bahama Group, Inc.			Fabric Design	
PETAL TO THE METAL	(83) TB9543	Tommy Bahama Group, Inc.			Fabric Design	
PIMP MY SIDE	(83) TB9545	Tommy Bahama Group, Inc.			Fabric Design	

LAS PALMAS	(83) TB9534	Tommy Bahama Group, Inc.	Fabric Design
B-I-N-GEO	(83) TB9536	Tommy Bahama Group, Inc.	Fabric Design
LAW& BORDER	(83) TB9510	Tommy Bahama Group, Inc.	Fabric Design
TRACES OF THE SEA	(83) TB9524	Tommy Bahama Group, Inc.	Fabric Design
<b>Men's &amp; Women's (TB 18 GOLF) Fall 2008</b>			
LOOP ME IN	(83) GWP152	Tommy Bahama Group, Inc.	Fabric Design
SASSIE LASSIE	(83) GWP149	Tommy Bahama Group, Inc.	Fabric Design
FLORAL IMPRESSION	(83) GWP2208	Tommy Bahama Group, Inc.	Fabric Design
FIREWORKS	(83) GWP2191	Tommy Bahama Group, Inc.	Fabric Design
GROVIN BABY	(83) GWP156	Tommy Bahama Group, Inc.	Fabric Design
MY LADY PAISLEY	(83) GWP157	Tommy Bahama Group, Inc.	Fabric Design
GO CARGOI	(83) GWP161	Tommy Bahama Group, Inc.	Fabric Design
HOYTIE-TOYIE	(83) GWP2175	Tommy Bahama Group, Inc.	Fabric Design
LADY LOFT	(83) GWP154	Tommy Bahama Group, Inc.	Fabric Design
SWEET CONFETTI	(83) GWP2171	Tommy Bahama Group, Inc.	Fabric Design
PICCADILLY PLACE	(83) GWP2185	Tommy Bahama Group, Inc.	Fabric Design
FEATHERIE DOTS	(83) GWP2172	Tommy Bahama Group, Inc.	Fabric Design
DECO DAME	(83) GWP2202	Tommy Bahama Group, Inc.	Fabric Design
BIRDIE OF PARADISE	(83) GWP2179	Tommy Bahama Group, Inc.	Fabric Design
<b>WOMEN'S 2008</b>			

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MOREA GOE	TBW 2072	Tommy Bahama Group, Inc.			Fabric Design	
BALINESE DREAMS	TBW30150	Tommy Bahama Group, Inc.			Fabric Design	
TAHITIAN PALMS (leaf)	TBW 2078	Tommy Bahama Group, Inc.			Fabric Design	DRESS
TAHITIAN PALMS (geo)	TBW 2079 TBW 3155 TW 14500	Tommy Bahama Group, Inc.			Fabric Design	BORDER
PARADISE MEDALLION	TW 8403	Tommy Bahama Group, Inc.			Fabric Design	
PARADISE MEDALLION	TBW 30156 TBW 2069	Tommy Bahama Group, Inc.			Fabric Design	
COCOA PALMS	TW 65321	Tommy Bahama Group, Inc.			Fabric Design	
COCOA PALMS	TBW 424	Tommy Bahama Group, Inc.			Fabric Design	
SOUTH SEAS GEO	TBW 2073	Tommy Bahama Group, Inc.			Fabric Design	
ROAD TO BALI	TBW 2077	Tommy Bahama Group, Inc.			Fabric Design	
INDONESIAN PAISLEY	TBW 30160	Tommy Bahama Group, Inc.			Fabric Design	
SUMATRA MEDALLION	TBW30152 TBW 30171	Tommy Bahama Group, Inc.			Fabric Design	
COCO PLAYA PAISLEY	TW 7379 TBW 30164 TW 60496	Tommy Bahama Group, Inc.			Fabric Design	
BARBADOS GEO	TW30904 TBW 2075 TW 20209	Tommy Bahama Group, Inc.			Fabric Design	
MONTSERRAT	TBW418	Tommy Bahama Group, Inc.			Fabric Design	

PATENTS

US Patent Application No. 11/590,690 Stain Resistant Interlining for Clothing; filed October 31, 2006 by Oxford Industries, Inc.

US Provisional Application No. 60/947,507 Shirt with Woven Pleats; filed July 2, 2007 by Oxford Industries, Inc.; Conversion application filed July 2, 2008.

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**US Oxford Industries, Inc. Trademarks**

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**Trademark Records By Trademark**

<b>Owner Client</b>	<b>Trademark File Reference</b>	<b>Country Next Renewal Date</b>	<b>Appl. Date Reg. Date</b>	<b>No. No.</b>	<b>Status Sub Status</b>	<b>Agent Supervisor</b>
<b>CATTLEMAN</b>						
Oxford Industries, Inc.	CATTLEMAN	United States of America	Dec 4 1989	74007488	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>606</i>	<i>Jul 10 1990</i>	<i>Jul 10 2010</i>	<i>1605723</i>		<i>Mary Margaret Heaton</i>
Class Goods	25 CLOTHING AND SPORTSWEAR, NAMELY JEANS AND SHIRTS					
Oxford Industries, Inc.	CATTLEMAN	United States of America	Mar 1 1991	74143636	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>599</i>	<i>Nov 10 2012</i>	<i>Nov 10 1992</i>	<i>1731204</i>		<i>Mary Margaret Heaton</i>
Class Goods	25 men's shirts, pants and jackets					
<b>COUNTRY CHARMERS</b>						
Oxford Industries, Inc.	COUNTRY CHARMERS	United States of America	Mar 5 1991	74144591	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>596</i>	<i>May 5 2012</i>	<i>May 5 1992</i>	<i>1685405</i>		<i>Mary Margaret Heaton</i>
Class Goods	25 casual clothing; namely, ladies western dresses and skirts, blouses and shirts					
<b>CUMBERLAND OUTFITTERS</b>						
Oxford Industries, Inc.	CUMBERLAND OUTFITTERS	United States of America	Jun 16 1995	74689426	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>555</i>	<i>Jan 14 2017</i>	<i>Jan 14 1997</i>	<i>2031132</i>	<i>renewed</i>	<i>Mary Margaret Heaton</i>
Class Goods	25 men's shirts					
<b>ELY</b>						
Oxford Industries, Inc.	ELY	United States of America	Dec 22 1971	72410888	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>731</i>	<i>Mar 13 2013</i>	<i>Mar 13 1973</i>	<i>0955223</i>		<i>Mary Margaret Heaton</i>
Class Goods	25 SHIRTS (SPORT, DRESS, WESTERN, WORK), PAJAMAS, ROBES, UNDERWEAR, SWEAT SHIRTS, SWIMWEAR, PANTS, JACKETS, JEANS, OVERALLS AND WORK CLOTHING					

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Class 39  
Goods

**ELY CASUALS**

Oxford Industries, Inc.	ELY CASUALS	United States of America	Jul 6 2001	76280826	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>534</i>	<i>Apr 1 2013</i>	<i>Apr 1 2003</i>	<i>2703121</i>	<i>renewed</i>	<i>Mary Margaret Heaton</i>

Class 25  
Goods Men's and Boys shirts

**ELY DIAMOND**

Oxford Industries, Inc.	ELY DIAMOND	United States of America	Mar 1 1991	74143649	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>598</i>	<i>Jun 2 2012</i>	<i>Jun 2 1992</i>	<i>1690259</i>		<i>Mary Margaret Heaton</i>

Class 25  
Goods men's and boys shirts

**ELY PLAINS**

Oxford Industries, Inc.	ELY PLAINS	United States of America	Mar 4 1991	74143774	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>597</i>	<i>Feb 4 2012</i>	<i>Feb 4 1992</i>	<i>1674367</i>		<i>Mary Margaret Heaton</i>

Class 25  
Goods western shirts and pants for ladies, girls and men

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**Trademark Records By Trademark**

<b>Owner Client</b>	<b>Trademark File Reference</b>	<b>Country Next Renewal Date</b>	<b>Appl. Date Reg. Date</b>	<b>No. No.</b>	<b>Status Sub Status</b>	<b>Agent Supervisor</b>
<b>Logo (O Needle)</b>						
Oxford Industries, Inc.	Logo (O Needle)	United States of America	Jun 24 1988	73736283	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>613</i>	<i>Aug 1 2009</i>	<i>Aug 1 1989</i>	<i>1550250</i>		<i>Mary Margaret Heaton</i>
Class	25					
Goods	WEARING APPAREL, NAMELY; SWEATERS, SHIRTS AND JACKETS					

**Trademark Records By Trademark**

<b>Owner Client</b>	<b>Trademark File Reference</b>	<b>Country Next Renewal Date</b>	<b>Appl. Date Reg. Date</b>	<b>No. No.</b>	<b>Status Sub Status</b>	<b>Agent Supervisor</b>
<b>2 DRY</b>						
Oxford Industries, Inc.	2 DRY <i>1129</i>	United States of America	Oct 26 2006	77029735	Pending  <i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
Class Goods	25 SHIRTS					
<b>ACTION ARM</b>						
Oxford Industries, Inc.	ACTION ARM	United States of America	Jul 7 2003	76530257	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>523</i>	<i>Mar 15 2015</i>	<i>Mar 15 2005</i>	<i>2933803</i>		<i>Mary Margaret Heaton</i>
Class Goods	25 Men's Shirts					
<b>APPAREL FOR OUR EARTH</b>						
Oxford Industries, Inc.	APPAREL FOR OUR EARTH <i>1392</i>	United States of America	Apr 24 2008	77456916	Pending  Newly Filed	<i>Mary Margaret Heaton</i>
Class Goods	25 SHIRTS					
<b>BLOCKPOINT</b>						
Oxford Industries, Inc.	BLOCKPOINT <i>1037</i>	United States of America	Mar 21 2006	78842247	Pending  <i>Newly Filed</i>	<i>Mary Margaret Heaton</i>
Class Goods	25 SHIRTS					



**BUILT TO PERFORM**

Oxford Industries, Inc.	BUILT TO PERFORM 919	United States of America Dec 25 2017	May 19 2005 Dec 25 2007	78633101 3360498	Registered Allowance issued	Mary Margaret Heaton
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Class Goods	25 Men's golf shirts and outerwear
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**COLLEGIATE FIT**

Oxford Industries, Inc.	COLLEGIATE FIT 1019	United States of America Mar 25 2018	Jan 19 2006 Mar 25 2008	78794558 3403259	Registered FIT Allowance issued	Mary Margaret Heaton
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Class Goods	25 SHIRTS
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**COOL LUX**

Oxford Industries, Inc.	COOL LUX 987	United States of America	Aug 9, 2005	78688231	Pending Allowance issued	Mary Margaret Heaton	Cool Lux
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Class Goods	25 Shirts
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**CYE**

Oxford Industries, Inc.	CYE 1139	United States of America	Dec 5 2006	77057198	Pending allow to lapse	Mary Margaret Heaton	CYE
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Class Goods	25 Shirts
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**EASY MOTION**

Oxford Industries, Inc.	EASY MOTION	United States of America	Jul 7 2003	76530258	Registered	Oxford Industries, Inc.
Oxford Industries, Inc.	522	Aug 9 2015	Aug 9 2005	2983655		Mary Margaret Heaton

Class	25
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Goods Men's Shirts

**ECO COT**

Oxford Industries, Inc. ECO COT United States of Jul 17 2006 78930686 Pending  
America  
1055 Allowance issued Mary Margaret Heaton Eco Cot

Class 25  
Goods CLOTHING: NAMELY DRESS SHIRTS, KNIT SHIRTS

**ENERGY SAVING**

Oxford Industries, Inc. ENERGY SAVING United States of Jun 21 2007 77211576 Pending  
America  
1307 Allowance issued Mary Margaret Heaton Energy Saving

Class 25  
Goods SHIRTS

**ENERGY SAVING APPAREL**

Oxford Industries, Inc. ENERGY SAVING United States of Apr 24 2006 77456907 Pending  
APPAREL America  
1391 Mary Margaret Heaton Energy Saving  
Apparel

Class 25  
Goods SHIRTS

**ETI**

Oxford Industries, Inc. ETI United States of Jul 25 2006 78936956 Pending  
America  
1057 Published Mary Margaret Heaton ETI

Class 25  
Goods SHIRTS

**FROM THE LINKS TO LIFE**

Oxford Industries, Inc.	FROM THE LINKS TO LIFE 1335	United States of America	Jul 10 2007	77225569	Pending		
					<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>	From the Links to Life
Class Goods	25 SHIRTS						

**GO COLD WATER**

Oxford Industries, Inc.	GO COLD WATER 1408	United States of America	Jul 1 2008	77512518	Pending		
					<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>	
Class Goods	25 SHIRTS						

**KONA WIND**

Oxford Industries, Inc.	KONA WIND 986	United States of America <i>Aug 21 2017</i>	Aug 18 2005 <i>Aug 21 2007</i>	78695361 3283679	Registered	<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>	Kona Wind
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Class Goods	25 Boardshorts; Shirts, Swimsuits
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Oxford Industries, Inc.	KONA WIND 1056	United States of America	July 21 2006	78934580	Pending		
					<i>Published</i>	<i>Mary Margaret Heaton</i>	Kona Wind

Class Goods	24 FABRICS: NAMELY BED SHEETS; BED SKIRTS; BED SPREADS; PILLOW CASES
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**LINELOCK**

Oxford Industries, Inc.	LINELOCK	United States of America	Dec 8 2003	78337590	Registered	Oxford Industries, Inc.	LINELOCK
<i>Oxford Industries, Inc.</i>	<i>501</i>	<i>Jul 12 2015</i>	<i>Jul 12 2005</i>	<i>2968666</i>		<i>Mary Margaret Heaton</i>	

Class Goods	25 MEN'S SHIRTS
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**LINKS TECH**

Oxford Industries, Inc.	LINKS TECH	United States of America	Apr 27 2000	76035853	Registered	Oxford Industries, Inc.	
<i>Oxford Industries, Inc.</i>	<i>537</i>	<i>Jan 8 2012</i>	<i>Jan 8 2002</i>	<i>2528587</i>		<i>Mary Margaret Heaton</i>	

Class Goods	25 Men's shirts
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**LIQUID SILK**

Oxford Industries, Inc.	LIQUID SILK	United States of America	Jul 7 2003	76530259	Registered	Oxford Industries, Inc.	
<i>Oxford Industries, Inc.</i>	<i>521</i>	<i>Aug 21 2017</i>	<i>Aug 21 2007</i>	<i>3283345</i>	<i>Allowance Issued</i>	<i>Mary Margaret Heaton</i>	

Class Goods	25 Men's Shirts
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**LUX CARE**

Oxford Industries, Inc.	LUX CARE 1245	United States of America	Jan 8 2007	7707776	Pending		
					<i>Published</i>	<i>Mary Margaret Heaton</i>	Lux Care

Class Goods	25 SHIRTS
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**METRO LONDON**

Oxford Industries, Inc.	METRO LONDON 1370	United States of America	Jan 7 2008	77365404	Pending  <i>Newly Filed</i>	  <i>Mary Margaret Heaton</i>
Class Goods	25 SHIRTS					
Oxford Industries, Inc.	METRO LONDON 1371	United States of America	Jan 7 2008	77365412	Pending  <i>Newly Filed</i>	  <i>Mary Margaret Heaton</i>
Class Goods	18 LUGGAGE					

**MICRO CURE**

Oxford Industries, Inc.	MICRO CURE 1257	United States of America	May 3 2007	77172009	Pending	<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>	Micro cure
Class Goods	25 SHIRTS							

**OCEAN PEACH**

Oxford Industries, Inc.	OCEAN PEACH 1053	United States of America	Jul 17 2006	78930737	Pending	<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>	Ocean Peach
Class Goods	25 CLOTHING: NAMELY DRESS SHIRTS; KNIT SHIRTS							

**PERMA SHAPE COLLAR**

Oxford Industries, Inc.	PERMA SHAPE COLLAR 1308	United States of America	Jun 25 2007	77214125	Pending	<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>	Perma Shape Collar
Class Goods	25 SHIRTS							

**PINE FAB**

Oxford Industries, Inc.	PINE FAB 1054	United States of America	Jul 17 2005	78930732	Pending	<i>Published</i>	<i>Mary Margaret Heaton</i>	Pine Fab
Class Goods	25 CLOTHING: NAMELY DRESS SHIRTS; KNIT SHIRTS							

**POWER SWING**

Oxford Industries, Inc.	POWER SWING	United States of America	Aug 13 2003	76540278	Registered	Oxford Industries, Inc.	
<i>Oxford Industries, Inc.</i>	520	<i>Aug 9 2015</i>	<i>Aug 9 2005</i>	2983674		<i>Mary Margaret Heaton</i>	
Class Goods	25 Men's Shirts						

**RING FREE**

Oxford Industries, Inc.	RING FREE	United States of America	Sep 30 2005	78723934	Registered		
	995		<i>May 1 2007</i>	3236105	<i>Published</i>	<i>Mary Margaret Heaton</i>	Ring Free
Class Goods	25 SHIRTS						

**SHIRT FREE**

Oxford Industries, Inc.	SHIRT FREE	United States of America	Jul 10 2007	77225563	Pending		
	1334				<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>	Shirt Free
Class Goods	25 SHIRTS						

**SHIRT GUARD**

Oxford Industries, Inc.	SHIRT GUARD	United States of America	Aug 28 2006	78961454	Pending		
	1060				<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>	Shirt Guard
Class Goods	25 SHIRTS						

**TECHNO DRY**

Oxford Industries, Inc.	TECHNO DRY	United States of America	Aug 24 2006	78959315	Registered		
	1062	<i>Jun 26 2017</i>	<i>Jun 26 2007</i>	3256429	<i>Published</i>	<i>Mary Margaret Heaton</i>	Techno Dry
Class	25						

Goods CLOTHING NAMELY SHIRTS

**THE LIFETIME COLLAR**

Oxford Industries, Inc.	THE LIFETIME COLLAR	United States of America	Sep 27 2002	76454877	Registered	Oxford Industries, Inc.	
<i>Oxford Industries, Inc.</i>	513	<i>Jan 13 2014</i>	<i>Jan 13 2004</i>	2805640		<i>Mary Margaret Heaton</i>	

Class 25  
Goods Men's and Boy's shirts

**TRANQUILITY BAY**

Oxford Industries, Inc.	TRANQUILITY BAY	United States of America	Jul 16 2007	77230084	Pending		
	1337				<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>	Tranquility Bay

Class 24  
Goods BEN LINEN; BED SKIRTS; BED SPREADS; BED BLANKETS; BATH SHEETS; BATH TOWELS

Oxford Industries, Inc.	TRANQUILITY BAY	United States of America	Jul 16 2007	77230085	Pending		
	1336				<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>	Tranquility Bay

Class 18  
Goods LUGGAGE

Oxford Industries, Inc.	TRANQUILITY BAY	United States of America	Jun 17 2004	78436790	Pending		
<i>Oxford Industries, Inc.</i>	798				<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>	Tranquility Bay

Class 25  
Goods MEN'S AND WOMEN'S WEARING APPAREL

**TRUST THE TRADITION**

Oxford Industries, Inc.	TRUST THE TRADITION	United States of America	Mar 12 2007	77128003	Registered		
	1241		<i>Apr 1 2018</i>	3406287	<i>Published</i>	<i>Mary Margaret Heaton</i>	Trust the Tradition

Class 25  
Goods SHIRTS

**VERI COOL**

Oxford Industries, Inc.	VERI COOL	United States of America	Apr 3 2006	78852562	Pending		
	1038				<i>Published</i>	<i>Mary Margaret Heaton</i>	Veri Cool

Class	25
Goods	SHIRTS

**VERI COOL BE ACTIVE STAY COOL**

Oxford Industries, Inc.	VERI COOL BE ACTIVE STAY COOL	United States of America	Dec 20 2004	78535285	Registered		
<i>Oxford Industries, Inc.</i>	869		<i>Dec 13 2015</i>	<i>3028941</i>	<i>Published</i>	<i>Mary Margaret Heaton</i>	

Class	25
Goods	Men's Shirts

**WIND GEAR**

Oxford Industries, Inc.	WIND GEAR	United States of America	Jul 7 2003	76530255	Registered	Oxford Industries, Inc.	
<i>Oxford Industries, Inc.</i>	525	<i>Sep 6 2015</i>	<i>Sep 6 2005</i>	<i>2992885</i>	<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>	

Class	25
Goods	Men's Shirts

**WIND GEAR**

Oxford Industries, Inc.	WIND GEAR	United States of America	Jul 7 2003	76530256	Pending	Oxford Industries, Inc.	
<i>Oxford Industries, Inc.</i>	524					<i>Mary Margaret Heaton</i>	

Class	25
Goods	Men's Shirts



**Trademark Records By Trademark**

Owner Client	Trademark File Reference	Country Next Renewal Date	Appl. Date Reg. Date	No. No.	Status Sub Status	Agent Supervisor	
<b>GOLF TECH</b>							
Oxford Industries, Inc.	GOLF TECH	United States of America	Feb 15 2007	77107992	Pending		
	1238				Suspended	Mary Margaret Heaton	GOLF TECH
Class Goods	25 GOLF SHIRTS						
<b>GREEN CARE</b>							
Oxford Industries, Inc.	GREEN CARE	United States of America	Sep 25 2007	77288659	Pending		
	1350				Allowance issued	Mary Margaret Heaton	Green Care
Class Goods	15 SHIRTS						
<b>HOLBROOK</b>							
Oxford Industries, Inc.	HOLBROOK	United States of America	Feb 7 1969	72318672	Registered	Oxford Industries, Inc.	
Oxford Industries, Inc.	736	Aug 3 2011	Aug 3 1971	0917690		Mary Margaret Heaton	
Class Goods	25 Men's and Boy's Shirts						
Class Goods	39						
<b>Logo (O Golf Shield)</b>							
Oxford Industries, Inc.	Logo (O Golf Shield)	United States of America	Oct 16 2003	76551594	Pending	Oxford Industries, Inc.	
Oxford Industries, Inc.	512				Published	Mary Margaret Heaton	
Class Goods	25 MEN'S CLOTHING, SPORTSWEAR AND CASUAL WEAR; NAMELY GOLF SHIRTS, T-SHIRTS, PANTS, SPORT SHORTS, WALK SHORTS, JACKETS, SWEATERS, HATS, AND VISORS						

**OXFORD GOLF**

Oxford Industries, Inc.	OXFORD GOLF	United States of America	May 20 2003	76519622	Registered	Oxford Industries, Inc.	
Oxford Industries, Inc.	526	Nov 15 2015	Nov 15 2005	3014444		Mary Margaret Heaton	Oxford Golf
Class Goods	25 men's shirts, sweaters, vests and shorts						

**Oxford Golf Collection**

Oxford Industries, Inc.	Oxford Golf Collection	United States of America	Dec 5 2005	78766553	Registered		
	1015	Mar 18 2018	Mar 18 2008	3399710	Allowance issued	Mary Margaret Heaton	Oxford Golf Collection
Class Goods	25 Pants, shirts, sweaters						

**OXFORD SHIRTINGS**

Oxford Industries, Inc.	OXFORD SHIRTINGS	United States of America	May 18 1988	73729102	Registered		
	809	Nov 5 2011	Nov 5 1991	1663863	renewed	Mary Margaret Heaton	
Class Goods	25 Wearing Apparel; Namely jackets, sweaters and shirts						

**OXFORD SHIRTMAKERS**

Oxford Industries, Inc.	OXFORD	United States of	Dec 18 1987	73701682	Registered	Oxford
<i>Oxford Industries, Inc.</i>	SHIRTMAKERS	America	<i>Sep 12 1989</i>	<i>1555819</i>		Industries, Inc.
	618	<i>Sep 12 2009</i>				<i>Mary Margaret</i>
						<i>Heaton</i>
Class	25					
Goods	MEN'S AND BOYS' DRESS SHIRTS AND SPORT SHIRTS					

**OXFORD SPORT**

Oxford Industries, Inc.	OXFORD SPORT	United States of America	Oct 30 2003	78320894	Pending	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	502					<i>Mary Margaret Heaton</i>
Class Goods	25 men's shirts					

**Trademark Records By Trademark**

Owner Client	Trademark File Reference	Country Next Renewal Date	Appl. Date Reg. Date	No. No.	Status Sub Status	Agent Supervisor
<b>SOLITUDE</b>						
Oxford Industries, Inc.	SOLITUDE 994	United States of America Sep 12 2010	Jun 5 1998 Sep 12 2000	75496966 2386201	Registered	Mary Margaret Heaton
Class Goods	25 CLOTHING; NAMELY, T-SHIRTS, SWEATSHIRTS, SWEAT PANTS, PANTS, TANK TOPS, JERSEYS, SHORTS, PAJAMAS, SPORT SHIRTS, SWEATERS, NIGHTSHIRTS, WARM-UP SUITS, JACKETS, PARKAS, COATS, SWIM TRUNKS, BEACHWEAR, SWIM WEAR, WET SUITS, POLO SHIRTS, RUGBY SHIRTS, BODY SUITS, JOGGING SUITS, ROBES, GOLF SHIRTS, UNIFORMS, JEANS, SOCKS, FOOTWEAR, UNDERWEAR, MEN'S BRIEFS, BOXER SHORTS, GLOVES, HEAD WEAR, CAPS, HATS, SLEEP WEAR, HEADBANDS, WRISTBANDS, SWEAT BANDS, NECKTIES, BELTS, ATHLETIC FOOTWEAR AND FOOTWEAR					
Oxford Industries, Inc.	SOLITUDE 1242	United States of America	Mar 12 2007	77127976	Pending Published	Mary Margaret Heaton Solitude
Class Goods	18 LUGGAGE					
Oxford Industries, Inc.	SOLITUDE 1052	United States of America	Jul 17 2006	78931273	Pending Newly Filed	Mary Margaret Heaton Solitude
Class Goods	25 FOOTWEAR					
Oxford Industries, Inc.	SOLITUDE 1059	United States of America	Aug 15 2006	78952176	Pending Published	Mary Margaret Heaton Solitude
Class Goods	18 HANDBAGS					
Class Goods	25 LEATHER BELTS					

Oxford Industries, Inc. SOLITUDE United States of America Aug 28 2006 78961454 Pending  
1061 Published Mary Margaret Heaton Solitude

Class 25  
Goods CLOTHING-NAMELY: BODY SUITS, BOXER SHORTS, BRIEFS, COATS, HEADBANDS, JEANS, JOGGING SUITS, LEATHER BELTS, NECKTIES, NIGHT SHIRTS, PAJAMAS, PARKAS, ROBES, RUGBY TOPS, SLEEPWEAR, SOCKS, TANK TOPS, UNDERWEAR, WARM UP SUITS; WET SUITS

Oxford Industries, Inc. SOLITUDE United States of America Sep 13 2006 78973821 Pending  
1078 Published Mary Margaret Heaton SOLITUDE

Class 3  
Goods BODY AND BEAUTY CARE COSMETICS; BODY SPRAY USED AS A PERSONAL DEODORANT AND AS FRAGRANCE; COSMETIC CREAMS FOR SKIN CARE; DEODORANTS FOR BODY CARE; FRAGRANCES FOR PERSONAL USE; HAIR CARE CREAMS; HAIR CARE LOTIONS; HAIR CONDITIONER; HAIR CREAMS; HAIR LOTIONS; HAIR SHAMPOO; HAIR SPRAY; HAIR STYLING GEL; HAIR STYLING SPRAY; LOTIONS FOR FACE AND BODY CARE; NON-MEDICATED LIP CARE PREPARATIONS; SOAPS FOR BODY CARE; SUN CARE LOTIONS

**SOLITUDE S**

Oxford Industries, Inc. SOLITUDE S United States of America Oct 31 2005 78743726 Pending  
999 Suspended Mary Margaret Heaton

Class 25  
Goods PANTS, SHIRTS, SHORTS

**Trademark Records By Trademark**

Owner Client	Trademark File Reference	Country Next Renewal Date	Appl. Date Reg. Date	No. No.	Status Sub Status	Agent Supervisor
<b>BILLY LONDON</b>						
Oxford Industries, Inc.	BILLY LONDON	United States of America	Nov 16 2004	78517495	Registered	
	888	Aug 22 2016	Aug 22 2006	3134172	Allowance issued	Mary Margaret Heaton
Class	25					
Goods	Men's suites, sportcoats and pants					
<b>CHRISTOPHER HUNT</b>						
Oxford Industries, Inc.	CHRISTOPHER HUNT	United States of America	Aug 7 1987	73676999	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	624	Jan 31 2009	Jan 31 1989	1522687		Mary Margaret Heaton
Class	25					
Goods	MEN'S AND BOY'S SUITS, SLACKS, SPORTCOATS AND VESTS					
<b>CROP &amp; SADDLE</b>						
Oxford Industries, Inc.	CROP & SADDLE	United States of America	Jul 11 1988	73739075	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	612	Mar 7 2009	Mar 7 1989	1528387		Mary Margaret Heaton
Class	25					
Goods	WEARING APPAREL, NAMELY SUITS, SPORTCOATS AND SLACKS					
<b>EVERPRESS</b>						
Oxford Industries, Inc.	EVERPRESS	United States of America	Apr 26 2007	77165987	Pending	
	1258				Newly Filed	Mary Margaret Heaton
Class	25					Everpress
Goods	SHIRTS, SPORTS JACKETS, SUITS					

**EXTERIOR DESIGN**

Oxford Industries, Inc.	EXTERIOR DESIGN	United States of America	Jan 2 1997	75220477	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>549</i>	<i>Sep 16 2007</i>	<i>Sep 16 1997</i>	<i>2097901</i>	<i>allow to lapse</i>	<i>Mary Margaret Heaton</i>

Class 25  
Goods men's suits, slacks, vests and jackets

**HOLBROOK**

Oxford Industries, Inc.	HOLBROOK	United States of America	Jul 20 1994	74551492	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>567</i>	<i>Aug 19 2017</i>	<i>Aug 19 1997</i>	<i>2089513</i>	<i>renewed</i>	<i>Mary Margaret Heaton</i>

Class 25  
Goods men's suits, sportcoats, and slacks

**HOOK AND BULLET**

Oxford Industries, Inc.	HOOK AND BULLET	United States of America	Apr 4 2000	76017428	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>538</i>	<i>Mar 26 2012</i>	<i>Mar 26 2002</i>	<i>2553820</i>		<i>Mary Margaret Heaton</i>

Class 25  
Goods Men's suits, sportscoats and dress pants

**LANA MODA**

Oxford Industries, Inc.	LANA MODA	United States of America	Jul 30 1992	74299191	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>553</i>	<i>Dec 7 2013</i>	<i>Dec 7 1993</i>	<i>1810289</i>		<i>Mary Margaret Heaton</i>

Class 25  
Goods men's wool suits, sportscoats and dress pants

**LANIER**

Oxford Industries, Inc.	LANIER	United States of America	Mar 4 1985	73524879	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>655</i>	<i>Mar 11 2016</i>	<i>Mar 11 1986</i>	<i>1386068</i>	<i>renewed</i>	<i>Mary Margaret Heaton</i>

Class 25  
Goods MEN'S AND BOY'S SUITS, JACKETS, SLACKS, SPORTCOATS AND TOPCOATS

**LANIER CLOTHES**

Oxford Industries, Inc.	LANIER CLOTHES	United States of America	Feb 4 1974	73012493	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>721</i>	<i>Jan 14 2015</i>	<i>Jan 14 1975</i>	<i>1001567</i>	<i>renewed</i>	<i>Mary Margaret Heaton</i>

Class 25  
Goods MEN'S AND BOYOS' SUITS, JACKETS AND TROUSERS

**LUXURY TOUCH**

Oxford Industries, Inc.	LUXURY TOUCH	United States of America	Feb 12 2008	77394406	Pending	
	<i>1374</i>				<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>

Class 25  
Goods SUITS

**NEON**

Oxford Industries, Inc.	NEON	United States of America	Oct 5 1987	73687838	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>620</i>	<i>Oct 11 2008</i>	<i>Oct 11 1988</i>	<i>1508268</i>		<i>Mary Margaret Heaton</i>

Class 25  
Goods WEARING APPAREL, NAMELY; SUITS, SHIRTS, SLACKS, JACKETS AND SPORTCOATS

**PERFECT PRESS**

Oxford Industries, Inc.	PREFECT PRESS	United States of America	Aug 31 2004	78476485	Registered	
	921	Jan 17 2016	Jan 17 1006	3047065	Allowed issued	Mary Margaret Heaton
Class	25					
Goods	Men's suits, including slacks and jackets					



**PHILLIP ST. JOHN**

Oxford Industries, Inc.	PHILLIP ST. JOHN	United States of America	Jun 30 1983	73432701	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>677</i>	<i>Jul 2 2015</i>	<i>Jul 2 1985</i>	<i>1346299</i>		<i>Mary Margaret Heaton</i>
Class	25					
Goods	Men's and Boy's Suits, Jackets and Trousers					

**QUAILBROOK**

Oxford Industries, Inc.	QUAILBROOK	United States of America	Jul 11 1988	73739076	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>611</i>	<i>Feb 14 2009</i>	<i>Feb 14 1989</i>	<i>1524669</i>		<i>Mary Margaret Heaton</i>
Class	25					
Goods	WEARING APPAREL, NAMELY SUITS, SPORTCOATS AND SLACKS					

**SMARTSUIT**

Oxford Industries, Inc.	SMARTSUIT	United States of America	Apr 17 2002	76397281	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>532</i>	<i>Mar 14 2016</i>	<i>Mar 14 2006</i>		<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
Class	25					
Goods	Men's suits, sportscoats and dress pants					

**SUPERFINE 130**

Oxford Industries, Inc.	SUPERFINE 130	United States of America	Apr 25 2003	76509852	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>505</i>	<i>Apr 4 2016</i>	<i>Apr 4 2006</i>	<i>3077093</i>	<i>Published</i>	<i>Mary Margaret Heaton</i>
Class	25					
Goods	Men's suits and pants					

**THE CITICLOTH**

Oxford Industries, Inc.	THE CITICLOTH	United States of America	Dec 12 1986	73635097	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	<i>635</i>	<i>Sep 1 2007</i>	<i>Sep 1 1987</i>	<i>1455434</i>		<i>Mary Margaret Heaton</i>

Class  
Goods

25  
MEN'S AND BOY'S SUITS, SPORTCOATS, VESTS AND SLACKS

**Trademark Records By Trademark**

<b>Owner Client</b>	<b>Trademark File Reference</b>	<b>Country Next Renewal Date</b>	<b>Appl. Date Reg. Date</b>	<b>No. No.</b>	<b>Status Sub Status</b>	<b>Agent Supervisor</b>
<b>9 2 8 TO</b>						
Oxford Industries, Inc.	9 2 8 TO	United States of America	Apr 22 1992	74268033	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	588	<i>Mar 30 2013</i>	<i>Mar 30 1993</i>	<i>1761460</i>		<i>Mary Margaret Heaton</i>
Class Goods	25 wearing apparel; namely, mens' pants and sports jackets					
<b>928</b>						
Oxford Industries, Inc.	928	United States of America	Nov 30 1981	73339437	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	700	<i>Jan 4 2013</i>	<i>Jan 4 1983</i>	<i>1222689</i>		<i>Mary Margaret Heaton</i>
Class Goods	25 Men's Slacks					
<b>OAKDALE</b>						
Oxford Industries, Inc.	OAKDALE	United States of America	Jul 9 1982	73373734	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	696	<i>Jul 5 2013</i>	<i>Jul 5 1983</i>	<i>1244632</i>		<i>Mary Margaret Heaton</i>
Class Goods	25 Men's Slacks					
<b>TRAIL GEAR</b>						
Oxford Industries, Inc.	TRAIL GEAR	United States of America	Jul 9 1982	73373735	Registered	Oxford Industries, Inc.
<i>Oxford Industries, Inc.</i>	695	<i>Jul 5 2013</i>	<i>Jul 5 1983</i>	<i>1244633</i>		<i>Mary Margaret Heaton</i>
Class Goods	25 Men's Slacks					

**Trademark Records By Trademark**

<b>Owner Client</b>	<b>Trademark File Reference</b>	<b>Country Next Renewal Date</b>	<b>Appl. Date Reg. Date</b>	<b>No. No.</b>	<b>Status Sub Status</b>	<b>Agent Supervisor</b>	
<b>OXFORD</b>							
Piedmont Apparel Corporation <i>Oxford Industries, Inc.</i>	OXFORD  768	United States of America <i>Oct 4 2015</i>	Jan 20 2004  <i>Oct 4 2005</i>	78354017  <i>3003702</i>	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>	OXFORD
Class	40						
Goods	Custom manufacture of clothing for private label brand owners at the wholesale level.						

**US SFI of Oxford Acquisition Corporation Trademarks**

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**Trademark Records By Trademark**

<b>Owner Client</b>	<b>Trademark File Reference</b>	<b>Country Next Renewal Date</b>	<b>Appl. Date Reg. Date</b>	<b>No. No.</b>	<b>Status Sub Status</b>	<b>Agent Supervisor</b>	
<b>ARNOLD BRANT</b>							
SFI OF OXFORD ACQUISITION CORPORATION	ARNOLD BRAND	United States of America	Sep 22 1994	74577159	Registered		
	1011	Jul 1 2017	Jul 1 1997	2074835	renewed	Mary Margaret Heaton	
Class Goods	25	CLOTHING; MEN'S CLOTHING NAMELY SUITS, JACKETS, PANTS, TROUSERS, SHIRTS, TIES, VESTS, BLAZERS, COATS, RAINCOATS, PARKAS, BELTS, ASCOTS, SPORTS CLOTHING NAMELY SPORTS JACKETS, SWEATERS, T-SHIRTS, SWEAT SHIRTS					
SFI OF OXFORD ACQUISITION CORPORATION	ARNOLD BRAND	United States of America	Oct 20 2005	78385288	Registered		
	1010	Jul 18 2016	Jul 18 2006	3115974	Put in Order	Mary Margaret Heaton	
Class Goods	9	ELECTRICAL AND SCIENTIFIC APPARATUS: SUNGLASSES, SKI GOGGLES					
Class Goods	14	JEWELRY: JEWELRY NAMELY PINS, BRACELETS, NECKLACES, EARRINGS, AND WATCHES					
Class Goods	25	MEN'S WOMEN'S AND CHILDREN'S CLOTHING NAMELY TOPCOATS, DRESSES, JUMPSUITS, JUMPERS, OVERALLS, JEANS, BLOUSONS, SUSPENDERS, PONCHOS, CAFTANS, BLOUSES, SWEAT PANTS, JERSEYS, TUNICS, SKIRTS, SPORT CLOTHING NAMELY BATHING SUITS, JOGGING SUITS, SNOWSUITS, SKI JACKETS, SKI PANTS, SKI SUITS, ROBES,, NIGHTWEAR NAMELY NIGHTGOWNS, BABY DOLLS, PAJAMAS, BATHROBES, NEGLIGEEES, KIMONOS, UNDERWEAR AND LINGERIE NAMELY TEDDIES, CAMISOLES, PANTYHOSE, NYLONS, NIGHT SHIRTS, BATH TERRY WRAPS, BODYSUITS, LEGGINGS, SOCKS, ANKLE SOCKS, KNEE-HIGH SOCKS, TIGHTS, SHORTS, STOCKINGS, HOSIERY, PANTIES, HALF SLIPS, SLIPS, FOUNDATION SLIPS, BRASSIERES, GIRDLES, PANTY GIRDLES, GARTER BELTS, GARTERS, MEN'S WOMEN'S AND CHILDREN'S FASHION ACCESSORIES NAMELY SCARVES, HATS, MITTENS, GLOVES, CAPS, EAR MUFFS, MEN'S WOMEN'S AND CHILDREN'S FOOTWEAR, NAMELY SHOES, BOOTS, LOAFERS, WALKING SHOES, RUNNING SHOES, ATHLETIC SHOES, SANDALS AND SLIPPERS.					
<b>MARANZONE</b>							
SFI OF OXFORD ACQUISITION CORPORATION	MARANZONE	United States of America	Sep 28 2005	78721972	Registered		
	1008	Aug 28 2017	Aug 28 207	3285664	Published	Mary Margaret Heaton	MARANZONE
Class Goods	25	CLOTHING: MEN'S CLOTHING NAMELY SUITS, JACKETS AND TROUSERS					

**MARANZONE UOMO**

SFI OF OXFORD ACQUISITION CORPORATION	MARANZONE UOMO	United States of America	Sep 28 2005	78721978	Registered		
	1009	Jul 24 2017	Jul 24 2007	3267761	Published	Mary Margaret Heaton	MARANZONE UOMO

Class 25  
Goods CLOTHING: MEN'S CLOTHING NAMELY SUITS, JACKETS AND TROUSERS

**SFI**

SFI OF OXFORD ACQUISITION CORPORATION	SFI	United States of America	Oct 7 1996	75177722	Registered		
	1007	Apr 14 2018	Apr 14 1998	2151434	Published	Mary Margaret Heaton	

Class 25  
Goods CLOTHING: MEN'S APPAREL, NAMELY, SUITS, SPORT JACKETS, VESTS, BLAZERS, PANTS, SLACKS, SHIRTS, SWEATERS, TIES

Class 35  
Goods ADVERTISING AND BUSINESS: WHOLESALE STORE SERVICES FEATURING MEN'S APPAREL

**SILVERSTONE**

SFI OF OXFORD ACQUISITION CORPORATION	SILVERSTONE	United States of America	Dec 5 2006	77057223	Registered		
	1138	Jul 29 2018	Jul 29 2008	3474558	Put in Order	Mary Margaret Heaton	Silverstone

Class 25  
Goods Jackets; Pants; Suits

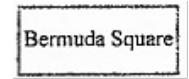
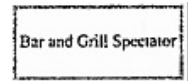
**US Trademarks for Tommy Bahama Group, Inc.**

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**Trademark Records By Trademark**

<b>Owner Client</b>	<b>Trademark File Reference</b>	<b>Country Next Renewal Date</b>	<b>Appl. Date Reg. Date</b>	<b>No. No.</b>	<b>Status Sub Status</b>	<b>Agent Supervisor</b>
<b>AMBER ISLE</b>						
Tommy Bahama Group, Inc.	AMBER ISLE	United States of America	Dec 31 2002	76199042	Registered	Oxford Industries, Inc.
Tommy Bahama Group, Inc.	416	Jul 13 2014	Jul 13 2004	2863722		Mary Margaret Heaton
Class Goods	11 Lamps					
Class Goods	20 Furniture					
Class Goods	24 Bedding, namely, bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, throws, matelesse coverlets					
<b>BAHAMA</b>						
Tommy Bahama Group, Inc.	BAHAMA	United States of America	Oct 27 2003	78319077	Registered	Oxford Industries, Inc.
Tommy Bahama Group, Inc.	408	Aug 23 2015	Aug 23 2005	2988156	Allowance issued	Mary Margaret Heaton
Class Goods	25 MEN'S AND WOMEN'S CLOTHING; NAMELY, KNIT AND WOVEN SWEATERS AND SHIRTS; HATS AND SWIMWEAR					
<b>BAR AND GRILL SPECTATOR</b>						
Tommy Bahama Group, Inc.	BAR AND GRILL SPECTATOR	United States of America	May 5, 2008	77465638	Pending	
	1397				Newly Filed	Mary Margaret Heaton
Class Goods	25 SHIRTS					
<b>BERMUDA SQUARE</b>						
Tommy Bahama Group, Inc.	BERMUDA SQUARE	United States of America	May 5, 2008	77465729	Pending	
	1404				Newly Filed	Mary Margaret Heaton
Class Goods	25 SHIRTS					



**BIRDIE ZIP BY TOMMY BAHAMA**

Tommy Bahama Group, Inc.	BIRDIE ZIP BY TOMMY BAHAMA	United States of America	Apr 14 2003	78237657	Registered	Oxford Industries, Inc.
Tommy Bahama Group, Inc.	414	May 10 2015	May 10 2005	2947689		Mary Margaret Heaton
Class	25					
Goods	Men's clothing, namely jackets, vests, and shirts					

**BLACK TIE AT THE BEACH**

Tommy Bahama Group, Inc.	BLACK TIE AT THE BEACH	United States of America	Jan 14 2004	78352007	Registered	Oxford Industries, Inc.
Tommy Bahama Group, Inc.	758	Sep 13 2015	Sep 13 2005	2995992	Allowance Issued	Mary Margaret Heaton
Class	25					
Goods	MEN'S CLOTHING, NAMELY, SHIRTS, PANTS, SPORTCOATS AND JACKETES					

**BUNGALOW**

Tommy Bahama Group, Inc.	BUNGALOW	United States of America	Feb 9 1999	75636815	Registered	Oxford Industries, Inc.
Tommy Bahama Group, Inc.	464	May 29 2011	May 29 2001	2455996	renewed	Mary Margaret Heaton
Class	35					
Goods	Retail shops featuring men's, women's and children's clothing					

**BUNGALOW BLONDE**

Tommy Bahama Group, Inc.	BUNGALOW BLONDE	United States of America	Dec 18 1995	75033535	Registered	Oxford Industries, Inc.
Tommy Bahama Group, Inc.	490	Oct 28 2017	Oct 28 1997	2109682	renewed	Mary Margaret Heaton
Class	32					
Goods	beer, ale, porter, mineral water and aerated water					

**BUNGALOW BRAND**

Tommy Bahama Group, Inc.	BUNGALOW BRAND	United States of America	Oct 9 1996	75179530	Registered	Oxford Industries, Inc.
Tommy Bahama Group, Inc.	472	June 24 2007	June 24 1997	2074073	allow to lapse	Mary Margaret Heaton
Class	25					
Goods	men's, women's, boys' and girls' clothing, namely, knit and woven shirts, knit and woven pants, shorts and jeans; sweaters; outerwear, namely, coats, jackets and capes; clothing accessories, namely, belts, hats, gloves, socks, scarves and neckwear, and shoes					
Tommy Bahama Group, Inc.	BUNGALOW BRAND	United States of America	Mar 20 2002	78116104	Registered	Oxford Industries, Inc.
Tommy Bahama Group, Inc.	426	Apr 27 2014	Apr 27 2004	2837238		Mary Margaret Heaton
Class	25					
Goods	Swim wear					

**BUNGALOW BREW**

Tommy Bahama Group, Inc.	BUNGALOW BREW	United States of America	Dec 18 1995	75033536	Registered	Oxford Industries, Inc.
Tommy Bahama Group, Inc.	489	Dec 16 2017	Dec 16 1997	2122176	renewed	Mary Margaret Heaton
Class	32					
Goods	beer, ale, porter, mineral water and aerated waters					

**CAMPOLO**

Tommy Bahama Group, Inc.	CAMPOLO	United States of America	Sept 13 2004	78482456	Registered	Oxford Industries, Inc.
Tommy Bahama Group, Inc.	843	Aug 14 2017	Aug 14 2007	3281062	Supplemental	Mary Margaret Heaton
Class	25					
Goods	Men's Shirts					

**CARNEROS**

Tommy Bahama Group Inc.	CARNEROS <i>1403</i>	United States of America	May 5 2008	77465808	Pending <i>Newly Filed</i>	<i>Mary Margaret Heaton</i>
Class Goods	25 SHIRTS					

**COTTON LAWN CHAIR**

Tommy Bahama Group Inc. COTTON LAWN CHAIR 1349 United States of America Sep 27 2007 77290133 Pending Allowance issued Mary Margaret Heaton

Class 25  
Goods SHIRTS

**DENIM FOR ISLAND LIVING**

Tommy Bahama Group, Inc. DENIM FOR ISLAND LIVING 445 United States of America Oct 2 2000 78028575 Registered Oxford Industries, Inc. Mary Margaret Heaton  
Tommy Bahama Group, Inc. Nov 5 2012 Nov 5 2002 2647238

Class 25  
Goods Men's, women's, boys', and girls' clothing; namely, knit and woven pants, shorts, and jeans; shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs

**ELEPHANT TRUNKS BY TOMMY BAHAMA**

Tommy Bahama Group, Inc. ELEPHANT TRUNKS BY TOMMY BAHAMA 421 United States of America Jul 30 2002 78148931 Registered Oxford Industries, Inc. Mary Margaret Heaton  
Tommy Bahama Group, Inc. Jun 24 2013 Jun 24 2003 2729260

Class 25  
Goods swimwear

**FINE ISLAND LINENS**

Tommy Bahama Group, Inc. FINE ISLAND LINENS 401 United States of America May 15 2002 78128930 Registered Oxford Industries, Inc. Mary Margaret Heaton  
Tommy Bahama Group, Inc. Dec 2 2013 Dec 2 2003 2788714

Class 24  
Goods Bedding, namely, bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, dust ruffles, throws, matelesse coverlets, bed scarves, sheers; towels, bath sheets, washcloths and mitts, shower curtains; table linen, namely, table cloths, napkins, place mats, coasters

Class 27  
Goods Bathmats

**FISHTAIL**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	FISHTAIL 397	United States of America <i>Oct 12 2014</i>	Nov 6 2003 <i>Oct 12 2004</i>	78323860 2893632	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class Goods	25 MEN'S PANTS
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**GAME SHOT**

Tommy Bahama Group, Inc.	GAME SHOT 1402	United States of America	May 5 2008	77465790	Pending	<i>Mary Margaret Heaton</i>
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Class Goods	25 SWEAT SHIRTS
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**GARDEN OF HOPE AND COURAGE**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	GARDEN OF HOPE AND COURAGE 388	United States of America <i>Dec 7 2014</i>	Dec 2 2003 <i>Dec 7 2004</i>	78335270 2908732	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class Goods	25 MEN'S SHIRTS
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**GET IT DONE (LATER)**

Tommy Bahama Group, Inc.	GET IT DONE (LATER) 1266	United States of America	May 10 2007	77178116	Pending	<i>Allowance issued Mary Margaret Heaton</i>
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Class Goods	25 SWEATERS, JACKETS
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**GOLDEN SUN**

Tommy Bahama Group, Inc.	GOLDEN SUN 1035	United States of America	Mar 16 2006	78838493	Pending	<i>initial rejection Mary Margaret Heaton</i>
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Class 33  
Goods DISTILLED SPIRITS

**HEATHERED PARADISE PEACH**

Tommy Bahama Group, Inc. HEATHERED PARADISE PEACH 1395 United States of America May 5 2008 77465762 Pending Newly Filed Mary Margaret Heaton

Class 25  
Goods SHIRTS

**INDIGO PALMS**

Tommy Bahama Group, Inc. INDIGO PALMS 402 United States of America Feb 24 2014 Oct 2 2000 Feb 24 2004 78028577 2816969 Registered Oxford Industries, Inc. Mary Margaret Heaton

Class 25  
Goods Men's, women's, boys', and girls' clothing; namely, knit and woven pants, shorts, and jeans; shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs

Tommy Bahama Group, Inc. INDIGO PALMS 378 United States of America Nov 29 2015 Jun 24 2003 Nov 29 2005 78266628 3021725 Registered Oxford Industries, Inc. Mary Margaret Heaton

Class 35  
Goods Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear

Tommy Bahama Group, Inc. INDIGO PALMS 812 United States of America Sep 5 2016 Sep 22 2005 Sep 5 2006 78718945 3138846 Registered Published Oxford Industries, Inc. Mary Margaret Heaton

Class 25  
Goods Denims, Jackets, Knit shirts, Leather jackets, Pants, Shirts, Short-sleeved or long-sleeved t-shirts, Sweaters

**INDIGO PALMS DENIM COMPANY**

Tommy Bahama Group, Inc. INDIGO PALMS DENIM COMPANY 403 United States of America Feb 24 2014 Oct 2 2000 Feb 24 2004 78028576 2816968 Registered Oxford Industries, Inc. Mary Margaret Heaton

Class 25  
Goods Men's, women's, boys', and girls' clothing; namely, knit and woven pants, shorts, and jeans; shirts, sweaters, jackets, vests

**ISLAND EASE**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	ISLAND EASE <i>419</i>	United States of America <i>Jul 6 2014</i>	Oct 24 2002 <i>Jul 6 2004</i>	78178125 <i>2861432</i>	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class 25  
Goods Clothing, namely, shirts and pants

**ISLAND ESTATE**

Tommy Bahama Group, Inc.	ISLAND ESTATE <i>1387</i>	United States of America	Apr 10 2008	77445065	Pending	<i>Mary Margaret Heaton</i>
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Class 25  
Goods SHIRTS; PANTS

Tommy Bahama Group, Inc.	ISLAND ESTATE <i>1386</i>	United States of America	Apr 10 2008	77445076	Pending	<i>Mary Margaret Heaton</i>
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Class 20  
Goods FURNITURE

**ISLAND LEAGUER**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	ISLAND LEAGUER <i>399</i>	United States of America <i>Oct 19 2014</i>	Nov 5 2003 <i>Oct 19 2004</i>	78323630 <i>2895903</i>	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class 25  
Goods MEN'S KNIT AND WOVEN SHIRTS AND SWEATERS

**ISLAND RETREAT**

Tommy Bahama Group, Inc.	ISLAND RETREAT <i>1378</i>	United States of America	Feb 12 2008	77394919	Pending  <i>Newly Filed</i>	  <i>Mary Margaret Heaton</i>
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Class Goods	24 BED SHEETS; BED SKIRTS; BED SPREADS; PILLOW CASES; PILLOW COVERS; PILLOW SHAMS
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**ISLAND SOFT**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	ISLAND SOFT <i>411</i>	United States of America <i>Oct 7 2013</i>	May 17 2001 <i>Oct 7 2003</i>	78064180 <i>2772576</i>	Registered  <i>Allowance issued</i>	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class Goods	25 Men's clothing; namely, knit and woven pants, shorts, shirts, sweaters, jackets, vests, and belts
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**ISLAND SOFT (Block Design)**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	ISLAND SOFT (Block Design) <i>751</i>	United States of America <i>Apr 10 2017</i>	Mar 8 2004 <i>Apr 10 2007</i>	78380055 <i>3228437</i>	Registered  <i>Allowance issued</i>	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class Goods	25 Men's clothing; namely, knit and woven pants, shorts, shirts, sweaters, jackets, vests, and belts.
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**ISLAND TIDE**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	ISLAND TIDE <i>1398</i>	United States of America	May 5 2008	77465680	Pending  <i>Newly Filed</i>	  <i>Mary Margaret Heaton</i>
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Class Goods	25 SHIRTS
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**KINGSTOWN**

Tommy Bahama Group, Inc.	KINGSTOWN <i>1360</i>	United States of America	Oct 25 2007	77313548	Pending  <i>Allowance issued</i>	  <i>Mary Margaret Heaton</i>
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Class Goods	20 FURNITURE
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**KINGSTOWN COLONY**

Tommy Bahama Group, Inc.	KINGSTOWN COLONY <i>1352</i>	United States of America	Sep 25 2007	77288564	Pending  <i>Allowance issued</i>	  <i>Mary Margaret Heaton</i>
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Class Goods	20 BEDROOM FURNITURE; LIVING ROOM FURNITURE; TABLES, CHAIRS; DINING CHAIRS; BEDS; FURNITURE: NAMELY DRESSERS; COUCHES; ARMOIRES
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Class Goods	24 UPHOLSTERY FABRICS
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**LEISURE TECH**

Tommy Bahama Group, Inc.	LEISURE TECH <i>1239</i>	United States of America <i>Nov 20 2017</i>	Mar 6 2007 <i>Nov 20 2007</i>	77123241 <i>3338963</i>	Registered  <i>Published</i>	  <i>Mary Margaret Heaton</i>
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Class Goods	25 KNIT SHIRTS, SWEATERS, PANTS, JACKETS
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**LIFE IS ONE LONG WEEKEND**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	LIFE IS ONE LONG WEEKEND <i>479</i>	United States of America <i>Sep 23 2017</i>	Aug 9 1996 <i>Sep 23 1997</i>	75147905 <i>2100425</i>	Registered  <i>renewed</i>	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class 25  
Goods men's, women's, boys' and girls' clothing, namely, knit and woven pants, and jeans; sweaters; outerwear, namely, coats, jackets and capes; clothing accessories, namely, belts, hats, gloves, socks, scarves and neckwear; and shoes

Tommy Bahama Group, Inc.	LIFE IS ONE LONG WEEKEND	United States of America	Aug 9 1996	75147910	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc</i>	474	<i>Jul 15 2017</i>	<i>Jul 15 1997</i>	<i>2079256</i>	<i>renewed</i>	<i>Mary Margaret Heaton</i>

Class 25  
Goods men's clothing, namely, knit and woven shirts

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc</i>	LIFE IS ONE LONG WEEKEND 381	United States of America <i>Mar 2 2014</i>	Oct 10 2000 <i>Mar 2 2004</i>	78029893 2820384	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	27 rugs and carpets					
<b>LOCALLY FAMOUS</b>						
Tommy Bahama Group, Inc.	LOCALLY FAMOUS 1314	United States of America <i>Feb 12 2018</i>	Jun 26 2007 <i>Feb 12 2008</i>	77215744 3381521	Registered <i>Published</i>	<i>Mary Margaret Heaton</i>
Class Goods	25 SHIRTS					
<b>Logo (Diamond Design)</b>						
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc</i>	Logo (Diamond Design) 384	United States of America <i>Jul 26 2015</i>	Dec 5 2003 <i>Jul 26 2005</i>	78337205 2980252	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	25 WOMEN'S CLOTHING AND ACCESSORIES; NAMELY, SHIRTS AND HATS					
<b>Logo (Palm Tree)</b>						
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc</i>	Logo (Palm Tree) 420	United States of America <i>Jun 3 2013</i>	Aug 5 2002 <i>Jun 3 2003</i>	78151026 2721567	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	9 Eyeglasses and sunglasses; eyeglass and sunglass frames; ophthalmic lenses; eyeglass and sunglass cases; eyewear accessories, namely, eyeglass cords, eyeglass chains and eyeglass cleaning cloths					
<b>Logo (Pineapple)</b>						
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc</i>	Logo (Pineapple) 417	United States of America <i>May 25 2014</i>	Dec 31 2002 <i>May 25 2004</i>	78199041 2846777	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	11 Lamps					

Class 20  
Goods Furniture

Class 24  
Goods Bedding, namely, bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, throws, matelesse coverlets

Class 27  
Goods Rugs

**MIDNIGHT DIAMOND PEACH**

Tommy Bahama  
Group, Inc. MIDNIGHT  
DIAMOND PEACH  
1401 United States of  
America May 5 2008 77465836 Pending  
*Newly Filed Mary Margaret  
Heaton*

Class 25  
Goods SHIRTS

**OCEANAIRE**

Tommy Bahama  
Group, Inc. OCEANAIRE United States of  
America Apr 5 2005 78601760 Registered  
879 Oct 3 2016 Oct 3 2006 3150637  
*Mary Margaret  
Heaton*

Class 25  
Goods Men's Pants

**ON THE ROCKS**

Tommy Bahama  
Group, Inc. ON THE ROCKS United States of  
America May 5 2008 77465776 Pending  
1396 *Newly Filed Mary Margaret  
Heaton*

Class 25  
Goods SHIRTS

**ORIGINAL ISLAND SPORT**

Tommy Bahama  
Group, Inc. ORIGINAL ISLAND  
SPORT United States of  
America Mar 20 2002 78116103 Registered  
*Tommy Bahama 391 Dec 23 2013 Dec 23 2003 2799214  
Group, Inc. Oxford  
Industries, Inc.  
Mary Margaret  
Heaton*

Class 25  
Goods Swim wear

**PARADISE NATION**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc</i>	PARADISE NATION 465	United States of America <i>Oct 3 2010</i>	Nov 30 1998 <i>Oct 3 2000</i>	75597103 2392182	Registered <i>renewed</i>	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class	25
Goods	Men's woven shirts

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc</i>	PARADISE NATION 427	United States of America <i>Jun 22 2014</i>	Feb 6 2002 <i>June 22 2004</i>	78107207 2856732	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class	9
Goods	pre-recorded compact discs featuring music and vocals

**PLANTATION**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc</i>	PLANTATION 467	United States of America <i>Oct 2 2011</i>	Jun 19 1997 <i>Oct 2 2001</i>	75311605 2494570	Registered <i>allow to lapse</i>	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class	25
Goods	men's, women's, boys' and children's clothing, namely, knit and woven shirts, knit and woven pants, shorts and jeans; sweaters; outerwear, namely, coats, jackets and capes; clothing accessories, namely, belts, hats, gloves, socks, scarves and neckwear; and shoes

**PURVEYOR OF ISLAND LIFESTYLES**

Tommy Bahama Group, Inc.	PURVEYOR OF ISLAND LIFESTYLES 1248	United States of America	Mar 27 2007	77141681	Pending  <i>Allowance issued</i>	  <i>Mary Margaret Heaton</i>
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Class	33
Goods	DISTILLED SPIRITS

Tommy Bahama Group, Inc.	PURVEYOR OF ISLAND LIFESTYLES 1253	United States of America <i>Nov 27 2017</i>	Apr 17 2007 <i>Nov 27 2007</i>	77158275 3343667	Registered  <i>Published</i>	  <i>Mary Margaret Heaton</i>
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Class	25
Goods	KNIT SHIRTS, SHIRTS, JACKETS, PANTS, SHORTS, SWEATERS

Tommy Bahama Group, Inc.	PURVEYOR OF ISLAND LIFESTYLES	United States of America	Apr 19 2002	78122782	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	423	<i>Jan 21 2013</i>	<i>Jan 21 2003</i>	2678330		<i>Mary Margaret Heaton</i>
Class Goods	27 Rugs and carpets					
Tommy Bahama Group, Inc.	PURVEYOR OF ISLAND LIFESTYLES	United States of America	Jun 6 2003	78259190	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	393	<i>May 11 2014</i>	<i>May 11 2004</i>	2840371		<i>Mary Margaret Heaton</i>
Class Goods	35 Retail store services, featuring clothing and general consumer goods					
<b>RELAX</b>						
Tommy Bahama Group, Inc.	RELAX	United States of America	Jan 23 2007	77089039	Pending	
	1222				<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
Class Goods	9 CASES FOR SPECTACLES AND SUNGLASSES; FRAMES FOR SPECTACLES AND SUNGLASSES; SPECTACLES; SUNGLASSES					
Tommy Bahama Group, Inc.	RELAX	United States of America	Jan 21 2004	78-354819	Pending	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	800				<i>Published</i>	<i>Mary Margaret Heaton</i>
Class Goods	25 MEN'S AND WOMEN'S CLOTHING, NAMELY, SHIRTS, PANTS, SHORTS, JEANS, SWEATERS, JACKETS, VESTS, COATS, RAINWEAR, SHOES, HATS, SOCKS, NECKWEAR, AND SWIMWEAR					
<b>RELAX (&amp; DESIGN)</b>						
Tommy Bahama Group, Inc.	RELAX (& Design)	United States of America	Jan 21 2004	78355031	Pending	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	799				<i>Published</i>	<i>Mary Margaret Heaton</i>
Class Goods	25 MEN'S AND WOMEN'S CLOTHING, NAMELY, SHIRTS, PANTS, SHORTS, JEANS, SWEATERS, JACKETS, VESTS, COATS, RAINWEAR, SHOES, HATS, SOCKS, NECKWEAR, AND SWIMWEAR					

**RELAX IN STYLE**

Tommy Bahama Group, Inc.	RELAX IN STYLE <i>1351</i>	United States of America	Sep 25 2007	77288639	Pending	<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
Class Goods	25 SHIRTS						

**RESORT SHORT**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	RESORT STYLE <i>396</i>	United States of America <i>Oct 19 2014</i>	Nov 6 2003 <i>Oct 19 2004</i>	78323875 <i>2895905</i>	Registered		Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	25 MEN'S SHORTS						

**ROCKER CANNON**

Tommy Bahama Group, Inc.	ROCKER CANNON <i>1394</i>	United States of America	Apr 28 2008	77459255	Pending	<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>
Class Goods	25 JACKETS						

**RUMBA DEL SOL**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	RUMBA DEL SOL <i>761</i>	United States of America	Mar 16 2004	78385336	Pending	<i>Allowance issued</i>	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	20 Furniture						

**SET SAIL**

Tommy Bahama Group, Inc.	SET SAIL <i>1271</i>	United States of America <i>Feb 5</i>	Jun 11 2007 <i>Feb 5 2008</i>	77202699 <i>3378279</i>	Registered	<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>
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Class Goods	3 PERFUME, PERFUMED SOAP, EAU DE PERFUME, PERFUMED CREAMS
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**Stitching (Back Pocket)**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	Stitching (Back Pocket) <i>432</i>	United States of America <i>Jan 29 2012</i>	Aug 28 2001 <i>Jan 29 2002</i>	78081509 <i>2535136</i>	Registered		Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	25 Clothing, namely, pants, jeans, shorts and skirts						

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	Stitching (Back Pocket) <i>383</i>	United States of America <i>Apr 26 2015</i>	Dec 5 2003 <i>Apr 26 2005</i>	78337256 <i>2945394</i>	Registered		Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	25 WOMEN'S CLOTHING; NAMELY, PANTS, JEANS, SHORTS AND SKIRTS						

**SUNRISE PEAK**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	SUNRISE PEAK <i>1049</i>	United States of America	Jun 12 2006	78905585	Pending	<i>allow to lapse</i>	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	20 FURNITURE; OUTDOOR FURNITURE						

**TB**

Tommy Bahama  
Group, Inc.  
*Tommy Bahama  
Group, Inc.*

TB  
390

United States of  
America  
*Mar 23 2014*

Oct 7 2002  
*Mar 23 2004*

78171813  
2825018

Registered

Oxford  
Industries, Inc.  
*Mary Margaret  
Heaton*

Class 25  
Goods Men's, women's, boys', and girls; clothing; namely, knit and woven pants, shorts, jeans, skirts, shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, swimwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs

**TB 18 GOLF (stylized)**

Tommy Bahama Group, Inc.	TB 18 GOLF (stylized) 1240	United States of America Nov 20 2017	Mar 6 2007 Nov 20 2007	77123365 3338972	Registered Published	Mary Margaret Heaton
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Class Goods	25 KNIT SHIRTS, SWEATERS, JACKETS, PANTS
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**TB INDIGO PALMS**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TB INDIGO PALMS 440	United States of America Jun 15 2014	Mar 22 2001 Jun 15 2004	78054599 2854879	Registered	Oxford Industries, Inc. Mary Margaret Heaton
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Class Goods	25 Clothing, namely, denim pants, shirts and jackets
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**THE BACK PORCH**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	THE BACK PORCH 448	United States of America Jul 2 2012	Aug 17 2000 Jul 2 2002	78021735 2589935	Registered	Oxford Industries, Inc. Mary Margaret Heaton
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Class Goods	25 Men's, women's, boys', and girls' clothing; namely, knit and woven pants, shorts, and jeans; shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs
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**TOMMY BAHAMA**

Tommy Bahama Group, Inc.	TOMMY BAHAMA 1393	United States of America Jul 15 2018	Mar 12 2007 Jul 15 2008	77128084 3468860	Registered Allowance issued	Mary Margaret Heaton
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Class Goods	16 WALLPAPER SAMPLE BOOK
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Class Goods	27 WALLPAPER
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Tommy Bahama Group, Inc.	TOMMY BAHAMA 1357	United States of America Jul 8 2018	Oct 4 2007 Jul 8 2008	77295945 3463895	Registered Allowance issued	Mary Margaret Heaton
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Class Goods	18 LUGGAGE; DUFFLE BAGS; GARMENT BAGS FOR TRAVEL; OVERNIGHT BAGS; TOTE BAGS; TRAVEL BAGS					
Tommy Bahama Group, Inc.	TOMMY BAHAMA <i>1362</i>	United States of America	Nov 20 2007	77333785	Pending	<i>Allowance issued Mary Margaret Heaton</i>
Class Goods	41 HEALTH CLUB SERVICES, NAMELY PROVIDING INSTRUCTION AND EQUIPMENT IN THE FIELD OF PHYSICAL EXERCISE; PROVIDING GOLF FACILITIES; PROVIDING TENNIS COURT FACILITIES					
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA <i>491</i>	United States of America <i>Nov 2 2013</i>	Aug 13 1992 <i>Nov 2 1993</i>	74303789 <i>1802812</i>	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	25 men's, women's, boys', and girls' clothing; namely, knit and woven shirts; knit and woven pants, shorts, and jeans; sweaters, jackets, vests, coats, rainwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs					
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA <i>459</i>	United States of America <i>Jun 19 2011</i>	Aug 28 1995 <i>Jun 19 2001</i>	75976078 <i>2462870</i>	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	20 furniture					
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA <i>458</i>	United States of America <i>Aug 24 2009</i>	Aug 28 1995 <i>Aug 24 1999</i>	75978343 <i>2273118</i>	Registered <i>renewed</i>	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	32 beer and ale					
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA <i>457</i>	United States of America <i>Oct 5 2009</i>	Aug 28 1995 <i>Oct 5 1999</i>	75978560 <i>2284151</i>	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	42 restaurant, bar and carry-out food services					

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 456	United States of America <i>Aug 29 2010</i>	Aug 28 1995 <i>Aug 29 2000</i>	75979672 2381910	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	24	towels, fabric bathmats and oilcloth mats				
Tommy Bahama Group, Inc.	TOMMY BAHAMA 1366	United States of America	Dec 7 2006	77059169	Pending <i>Suspended</i>	<i>Mary Margaret Heaton</i>
Class Goods	33	Prepared alcoholic cocktail				
Tommy Bahama Group, Inc.	TOMMY BAHAMA 1363	United States of America	Nov 20 2007	77333789	Pending <i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
Class Goods	36	Real estate brokerage; Real estate management				
Tommy Bahama Group, Inc.	TOMMY BAHAMA 1364	United States of America	Nov 20 2007	77333793	Pending <i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
Class Goods	43	Hotel services; Hotels; Resort hotels; Resort lodging services				
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 451	United States of America <i>Oct 22 2012</i>	Aug 15 2000 <i>Oct 22 2002</i>	78021272 2641036	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	9	eyeglasses and sunglasses; ophthalmic lenses; eyeglass and sunglass frames; eyeglass and sunglass cases; eyewear accessories, namely, eyeglass cords, eyeglass chains and eyeglass cleaning cloths				
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 450	United States of America <i>Feb 8 2015</i>	Aug 15 2000 <i>Feb 8 2005</i>	78021333 2925676	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>

Class	21					
Goods	Vases, serving trays and decorative trays not of precious metal; non-metal decorative boxes					
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 449	United States of America <i>Sep 25 2011</i>	Aug 17 2000 <i>Sep 25 2001</i>	78021687 2492771	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class	35					
Goods	RETAIL STORE SERVICES FEATURING CLOTHING AND GENERAL CONSUMER GOODS					
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 446	United States of America <i>Mar 19 2012</i>	Sep 12 2000 <i>Mar 19 2002</i>	78025536 2551210	Registered	Oxford Industries, Inc.
Class	14					
Goods	Watches					
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 444	United States of America <i>Dec 31 2012</i>	Oct 4 2000 <i>Dec 31 2002</i>	78028967 2670281	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class	27					
Goods	rugs and carpets					
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 430	United States of America <i>Mar 12 2012</i>	Aug 30 2001 <i>Mar 12 2002</i>	78081904 2547466	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class	16					
Goods	Playing cards					
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 428	United States of America <i>Jul 29 2013</i>	Feb 6 2002 <i>Jul 29 2003</i>	78107197 2745191	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class	9					
Goods	pre-recorded compact discs featuring music and vocals					

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 425	United States of America <i>Apr 8 2013</i>	Apr 3 2002 <i>Apr 8 2003</i>	78119245 2704749	Registered	Oxford Industries, Inc. <i>Tiffany Easton</i>
Class Goods	24	BEDDING, NAMELY, BED LINEN, BED SPREADS, PILLOWS, PILLOW CASES, PILLOW SHAMS, PILLOW COVERS, DUVETS, DUVET COVERS, COMFORTERS, BLANKETS, QUILTS AND QUILT COVERS, BED SKIRTS, DUST RUFFLES, THROWS, MATELESSEE COVERLETS, BED SCARVES, BED SHEERS; TOWELS, BATH SHEETS, WASH CLOTHS AND WASHING MITTS, SHOWER CURTAINS; TABLE LINEN, NAMELY, TABLE CLOTHS, NAPKINS, PLACE MATS, COASTERS				
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 422	United States of America <i>Jan 21 2013</i>	Apr 19 2002 <i>Jan 21 2003</i>	78122811 2678331	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	28	Golf balls, golf clubs and putters, head covers for golf clubs and putters, golf bags and golf bag covers, divot repair tools, golf ball markers, golf brushes, golf gloves, golf bag tags, golf tees, golf accessory pouches				
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 409	United States of America <i>Nov 11 2013</i>	Dec 12 2002 <i>Nov 11 2003</i>	78193846 2782036	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	24	Bedding, namely, bed linen, bed spreads, pillow cases, pillow shams, pillow covers, duvets, duvet covers, comforters, blankets, quilts and quilt covers, bed skirts, dust ruffles, throws, matelessee coverlets, bed scarves, bed sheers; towels, bath sheets, wash cloths and washing mitts, shower curtains; table linen, namely, table cloths, napkins, place mats, coasters				
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 410	United States of America <i>Oct 7 2013</i>	Dec 30 2002 <i>Oct 7 2003</i>	78198459 2771892	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	4	Tapers and candies				
Class Goods	16	Writing instruments, stationary, greeting cards, self-adhesive notes, desk blotters, desk sets, photo albums				
Class Goods	34	Ashtrays, humidors, cigar cutters, cigarette and cigar lighters not of precious metals				
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 770	United States of America <i>Apr 4 2016</i>	Apr 8 2004 <i>Apr 4 2006</i>	78398489 3075649	Registered <i>Published</i>	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
20						
Class Goods	3	perfume, eau de cologne, eau de perfume, eau de toilette, shower gel, body lotion, skin soaps, persona deodorants, antiperspirants, aftershave lotion, hair lotions, essential oils for personal use and body powder				
Tommy Bahama Group, Inc.	TOMMY BAHAMA 887	United States of America <i>Sep 18 2017</i>	May 4 2005 <i>Sep 18 2007</i>	78623179 3294923	Registered <i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
Class Goods	33	Distilled liquors				
Tommy Bahama Group, Inc.	TOMMY BAHAMA 886	United States of America	May 4 2005	78623189	Pending <i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
Class Goods	32	Non-alcoholic cocktail mixers				
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 996	United States of America <i>Jul 25 2016</i>	Oct 4 2005 <i>Jul 25 2006</i>	78725865 3120783	Registered <i>Published</i>	<i>Mary Margaret Heaton</i>
Class Goods	11	CEILING FANS				
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 1014	United States of America	Jan 5 2006	78785539	Pending <i>Allowance issued</i>	<i>Mary Margaret Heaton</i>

Class 34  
Goods CIGARS

Tommy Bahama Group, Inc.	TOMMY BAHAMA	United States of America	Sep 6 2006	78968024	Registered	
	1085	Apr 10 2017	Apr 10 2007	3227991	Published	Mary Margaret Heaton

Class 28  
Goods BACKGAMMON GAME SETS; BOARD GAMES; CARD GAMES; GAMING EQUIPMENT NAMELY: POKER CHIPS

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 802	United States of America <i>Aug 10 2014</i>	Aug 15 2000 <i>Aug 10 2004</i>	78975254 2872869	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	11 LAMPS AND ELECTRIC LIGHTING FIXTURES					
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA 1016	United States of America <i>Mar 28 2016</i>	Oct 23 2002 <i>Mar 28 2006</i>	78976654 3074797	Registered <i>Allowance issued</i>	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class Goods	21 Ceramic and porcelain dinnerware for casual and fine dining, namely serving dishes and bowls, serving platters, dinner plates, chargers, salad plates, soup bowls, cups, saucers, mugs; serving platters not of precious metal, salt and pepper shakers, salt and pepper mills, creamers, sugar bowls, butter dishes, candy dishes, canisters, gravy boats, trivets, napkin rings not of precious metals, napkin holders, candle holders, wood and wicker baskets, bases, placecard holders; glassware, namely, stemware, water glasses, beverage glasses, wine glasses, champagne flutes and bowls, beer glasses, tumblers, snifters, pitchers and decanters; glass and bottles for oil, vinegar, spices, cookies, jams, jellies and for decorative purposes sold empty.					
Tommy Bahama Group, Inc.	TOMMY BAHAMA 1365	United States of America	Nov 20 2007	77333797	Pending <i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
Class Goods	43 Hotel services; Private residence club services, namely, provision to club members of temporary accommodations in company owned or leased private residences					
<b>TOMMY BAHAMA (W/DESIGN)</b>						
Tommy Bahama Group, Inc.	TOMMY BAHAMA (W/DESIGN) 1039	United States of America <i>Jan 16 2017</i>	Apr 7 2006 <i>Jan 16 2007</i>	78856819 3198912	Registered <i>Published</i>	<i>Mary Margaret Heaton</i>
Class Goods	25 BELTS, CAMP SHIRTS, GOLF SHIRTS, HATS, JACKETS, KNIT SHIRTS, NECKWEAR, PANTS, POLO SHIRTS, SHIRTS, SHOES, SHORTS, SWEATERS					
<b>TOMMY BAHAMA AMBER ISLE COLLECTION</b>						
Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA AMBER ISLE COLLECTION 404	United States of America <i>Nov 25 2013</i>	Mar 20 2002 <i>Nov 25 2003</i>	78116249 2787590	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>

Class 20  
Goods Furniture

**TOMMY BAHAMA BUNGALOW BLONDE**

Tommy Bahama Group, Inc.	TOMMY BAHAMA BUNGALOW BLONDE	United States of America	Apr 1 1996	75081308	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	488	<i>Sep 23 2017</i>	<i>Sep 23 1997</i>	2100290	<i>renewed</i>	<i>Mary Margaret Heaton</i>

Class 32  
Goods beer, ale, "mineral water, soft drinks and non-alcoholic mixes"

**TOMMY BAHAMA BUNGALOW BREW**

Tommy Bahama Group, Inc.	TOMMY BAHAMA BUNGALOW BREW	United States of America	Dec 10 1996	75210782	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	470	<i>Nov 11 2017</i>	<i>Nov 11 1997</i>	2112400	<i>renewed</i>	<i>Mary Margaret Heaton</i>

Class 32  
Goods beer, ale, mineral water soft drinks and non-alcoholic cocktail mixes

**TOMMY BAHAMA CHALLENGE**

Tommy Bahama Group, Inc.	TOMMY BAHAMA CHALLENGE	United States of America	Apr 15 2004	78402659	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	771	<i>Aug 16 2015</i>	<i>Aug 16 2005</i>	2986535	<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>

Class 35  
Goods PROMOTING SPORTS COMPETITIONS AND/OR EVENTS OF OTHERS IN THE FIELD OF GOLF TOURNAMENTS

Tommy Bahama Group, Inc.	TOMMY BAHAMA CHALLENGE	United States of America	Apr 15 2004	78402698	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	772	<i>Aug 8 2016</i>	<i>Aug 8 2006</i>	3127675	<i>Published</i>	<i>Mary Margaret Heaton</i>

Class 41  
Goods ORGANIZING AND SPONSORING SPORTING EVENTS IN THE NATURE OF GOLF CHAMPIONSHIP TOURNAMENTS AND RELATED ENTERTAINMENT

**TOMMY BAHAMA DENIM**

Tommy Bahama Group, Inc.	TOMMY BAHAMA DENIM 1384	United States of America	Mar 10 2008	77417376	Pending	<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>
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Class	25
Goods	DENIM JEANS

**TOMMY BAHAMA EST. 1993 RELAX**

Tommy Bahama Group, Inc.	TOMMY BAHAMA EST, 1993 RELAX 1043	United States of America	Apr 24 2006	78868344	Registered		Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>		<i>Aug 7 2017</i>	<i>Aug 7 2007</i>	<i>3274843</i>	<i>Published</i>		<i>Mary Margaret Heaton</i>

Class	25
Goods	CAMPSHIRTS, OPEN-NECKED SHIRTS, T-SHIRTS

**TOMMY BAHAMA GOLDEN SUN**

Tommy Bahama Group, Inc.	TOMMY BAHAMA GOLDEN SUN 1034	United States of America	Mar 16 2006	78838489	Pending	<i>initial rejection</i>	<i>Mary Margaret Heaton</i>
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Class	33
Goods	DISTILLED SPIRITS

**TOMMY BAHAMA ISLAND COASTAL CUISINE**

Tommy Bahama Group, Inc.	TOMMY BAHAMA ISLAND COASTAL CUISINE 1379	United States of America	Feb 26 2008	77405973	Pending	<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>
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Class	43
Goods	RESTAURANT AND BAR SERVICES; RESTAURANT AND CAFÉ SERVICES



**TOMMY BAHAMA ISLAND SOFT**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TOMMY BAHAMA ISLAND SOFT 441	United States of America <i>Oct 29 2012</i>	Jan 11 2001 <i>Oct 29 2002</i>	78042795 2644541	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
Class	25					
Goods	Men's, women's, boys', and girls' clothing; namely, knit and woven pants, shorts, and jeans; shirts, sweaters, jackets, vests, coats, rainwear, sleepwear, belts, hats, gloves, socks, scarves, ties, ascots, and neckerchiefs					

**TOMMY BAHAMA PRIVATE ISLAND**

Tommy Bahama Group, Inc.	TOMMY BAHAMA PRIVATE ISLAND 1385	United States of America	Mar 10 2008	77417344	Pending	<i>Newly Filed</i> <i>Mary Margaret Heaton</i>
Class	25					
Goods	SHIRTS; PANTS					

**TOMMY BAHAMA RELAX**

Tommy Bahama Group, Inc.	TOMMY BAHAMA RELAX 1128	United States of America	Oct 17 2006	77022410	Pending	<i>Allowance issued</i> <i>Mary Margaret Heaton</i>
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Class	19					
Goods	NON-METAL WINDOW SHUTTERS					

Class	20					
Goods	INTERIOR WINDOW SHUTTERS					

Tommy Bahama Group, Inc.	TOMMY BAHAMA RELAX 992	United States of America <i>Dec 4 2017</i>	Aug 4 2005 <i>Dec 4 2007</i>	78685933 3349637	Registered	<i>Published</i> <i>Mary Margaret Heaton</i>
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Class	25					
Goods	Bermuda shorts; Jackets; Jeans; Knit shirts; Men and women jackets, coats, trousers, vests; Pants; Shirts; Short-sleeved or long-sleeved t-shirts; Shorts; Sport shirts; Sweaters; T-shirts; Vests					

Tommy Bahama Group, Inc.	TOMMY BAHAMA RELAX 1040	United States of America <i>Oct 30 2017</i>	Apr 13 2006 <i>Oct 30 2007</i>	78860957 3327650	Registered	<i>Allowance issued</i> <i>Mary Margaret Heaton</i>
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Class 35  
Goods RETAIL APPAREL STORES

**TOMMY BAHAMA RELAX QUALITY SINCE 1993**

Tommy Bahama Group, Inc.	TOMMY BAHAMA RELAX QUALITY SINCE 1993	United States of America	Apr 24 2006	78868314	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	<i>1044</i>	<i>Jul 17 2017</i>	<i>Jul 17 2007</i>	<i>3264623</i>	<i>Published</i>	<i>Mary Margaret Heaton</i>

Class 25  
Goods HATS, T-SHIRTS

**TOMMY BAHAMA SHADE MAKER**

Tommy Bahama Group, Inc.	TOMMY BAHAMA SHADE MAKER	United States of America	Jul 18 2003	78276251	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	<i>400</i>	<i>Jul 13 2014</i>	<i>Jul 13 2004</i>	<i>2862861</i>		<i>Mary Margaret Heaton</i>

Class 25  
Goods Clothing, namely, hats

**TOMMY BAHAMA THE ISLAND COASTAL CUISINE (stylized and/or with design)**

Tommy Bahama Group, Inc.	TOMMY BAHAMA THE ISLAND COASTAL CUISINE (stylized and/or with design)	United States of America	Feb 12 2008	77394404	Pending	
	<i>1373</i>				<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>

Class 43  
Goods BAR AND RESTAURANT SERVICES; RESTAURANT; RESTAURANT AND BAR SERVICES

**TOMMY BAHAMA WHITE SAND**

Tommy Bahama Group, Inc.	TOMMY BAHAMA WHITE SAND	United States of America	Mar 16 2006	78838511	Registered	
	<i>1036</i>	<i>Nov 6 2017</i>	<i>Nov 6 2007</i>	<i>3332260</i>	<i>Newly Filed</i>	<i>Mary Margaret Heaton</i>

Class 33  
Goods DISTILLED SPIRITS

**TOMMY BAHAMA'S ISLAND GRILLE**

Tommy Bahama Group, Inc.	TOMMY BAHAMA'S ISLAND GRILLE 1348	United States of America	Sep 24 2007	77287045	Pending	
					<i>Allowance issued</i>	<i>Mary Margaret Heaton</i>

Class	43
Goods	RESTAURANTS

**TOMMY BAHAMA'S TROPICAL CAFÉ**

Tommy Bahama Group, Inc.	TOMMY BAHAMA'S TROPICAL CAFÉ'	United States of America	Apr 1 1997	75267332	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	<i>469</i>	<i>Nov 11 2017</i>	<i>Nov 11 1997</i>	<i>2112530</i>	<i>renewed</i>	<i>Mary Margaret Heaton</i>

Class	42
Goods	restaurant services

**TORTOLA**

Tommy Bahama Group, Inc.	TORTOLA	United States of America	Nov 13 2003	78327590	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	<i>395</i>	<i>Nov 2 2014</i>	<i>Nov 2 2004</i>	<i>2899981</i>		<i>Mary Margaret Heaton</i>

Class	25
Goods	MEN'S KNIT AND WOVEN SHIRTS

**TRAVELER'S RETREAT**

Tommy Bahama Group, Inc.	TRAVELER'S RETREAT	United States of America	Dec 3 2003	78335772	Registered	Oxford Industries, Inc.
<i>Tommy Bahama Group, Inc.</i>	<i>385</i>	<i>Dec 7 2014</i>	<i>Dec 7 2004</i>	<i>2908736</i>		<i>Mary Margaret Heaton</i>

Class	20
Goods	FURNITURE

**TROPICOTTON**

Tommy Bahama Group, Inc. <i>Tommy Bahama Group, Inc.</i>	TROPICOTTON <i>407</i>	United States of America <i>Jul 19 2015</i>	Oct 27 2003 <i>Jul 19 2005</i>	78319114 <i>2974038</i>	Registered	Oxford Industries, Inc. <i>Mary Margaret Heaton</i>
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Class Goods	25 WOMEN'S CLOTHING; NAMELY, KNIT AND WOVEN PANTS AND SHORTS; JACKETS
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**WHITE SAND**

Tommy Bahama Group, Inc.	WHITE SAND <i>1046</i>	United States of America <i>Nov 13 2017</i>	Mar 16 2006 <i>Nov 13 2007</i>	78838523 <i>3336958</i>	Registered <i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
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Class Goods	33 DISTILLED SPIRITS - WINES AND SPIRITS
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**WOODMONT**

Tommy Bahama Group, Inc.	WOODMONT <i>1399</i>	United States of America	May 5 2008	77465500	Pending <i>Newly Filed</i>	<i>Mary Margaret Heaton</i>
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Class Goods	25 SHORTS
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**ZEN TINI LIQUID NIRVANA**

Tommy Bahama Group, Inc.	ZEN TINI LIQUID NIRVANA <i>1359</i>	United States of America	Oct 25 2007	77312887	Pending <i>Allowance issued</i>	<i>Mary Margaret Heaton</i>
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Class Goods	25 SHIRTS
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**ZIPPED MARLIN AND ROSSI**

Tommy Bahama Group, Inc.	ZIPPED MARLIN AND ROSSI <i>1400</i>	United States of America	May 5 2008	77465748	Pending <i>Newly Filed</i>	<i>Mary Margaret Heaton</i>
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Class  
Goods

25  
SWEAT SHIRTS

29

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**US Trademark Index**

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**Trademark Records By Owner**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Classes</u>	<u>Status</u>
<b>Tommy Bahama Group Inc.</b>							
Tommy Bahama Group Inc.	BAR AND GRILL SPECTATOR	United States of America	77465638			25	Pending
Tommy Bahama Group Inc.	BERMUDA SQUARE	United States of America	77465729			25	Pending
Tommy Bahama Group Inc.	CARNEROS	United States of America	77465808			25	Pending
Tommy Bahama Group Inc.	COTTON LAWN CHAIR	United States of America	77290133			25	Pending
Tommy Bahama Group Inc.	GAME SHOT	United States of America	77465790			25	Pending
Tommy Bahama Group Inc.	HEATHERED PARADISE PEACH	United States of America	77465762			25	Pending
Tommy Bahama Group Inc.	ISLAND ESTATE	United States of America	77445065			25	Pending
Tommy Bahama Group Inc.	ISLAND ESTATE	United States of America	77445076			20	Pending
Tommy Bahama Group Inc.	ISLAND RETREAT	United States of America	77394919			24	Pending
Tommy Bahama Group Inc.	ISLAND TIDE	United States of America	77465680			25	Pending
Tommy Bahama Group Inc.	KINGSTOWN	United States of America	77313548			20	Pending
Tommy Bahama Group Inc.	LOCALLY FAMOUS	United States of America	77215744	3381521	Feb 12 2008	25	Pending
Tommy Bahama Group Inc.	MIDNIGHT DIAMOND PEACH	United States of America	77465836			25	Pending
Tommy Bahama Group Inc.	ON THE ROCKS	United States of America	77465776			25	Pending
Tommy Bahama Group Inc.	ROCKER CANNON	United States of America	77459255			25	Pending
Tommy Bahama Group Inc.	SET SAIL	United States of America	77202699	3378279	Feb 5 2008	3	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	77128084	3468860	Jul 15 2008	16, 27	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	77295945	3463895	Jul 8 2008	18	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	77333785			41	Pending
Tommy Bahama Group Inc.	TOMMY BAHAMA DENIM	United States of America	77417376			25	Pending
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	77405973			43	Pending

ISLAND COASTAL CUISINE							
Tommy Bahama Group Inc.	TOMMY BAHAMA PRIVATE ISLAND	United States of America	77417344			25	Pending
Tommy Bahama Group Inc.	TOMMY BAHAMA THE ISLAND COASTAL CUISINE (stylized and/or with design)	United States of America	77394404			43	Pending
Tommy Bahama Group Inc.	TOMMY BAHAMA'S ISLAND GRILLE	United States of America	77287045			43	Pending
Tommy Bahama Group Inc.	WOODMONT	United States of America	77465500			25	Pending
Tommy Bahama Group Inc.	ZEN TINI LIQUID NIRVANA	United States of America	77312887			25	Pending
Tommy Bahama Group Inc.	ZIPPED MARLIN AND ROSSI	United States of America	77465748			25	Pending
Tommy Bahama Group Inc.	AMBER ISLE	United States of America	78199042	2863722	Jul 13 2004	11, 20, 24	Registered
Tommy Bahama Group Inc.	BAHAMA	United States of America	78319077	2988156	Aug 23 2005	25	Registered
Tommy Bahama Group Inc.	BIRDIE ZIP BY TOMMY BAHAMA	United States of America	78237657	2947689	May 10 2005	25	Registered
Tommy Bahama Group Inc.	BLACK TIE AT THE BEACH	United States of America	78352007	2995992	Sep 13 2005	25	Registered
Tommy Bahama Group Inc.	BUNGALOW	United States of America	75636815	2455996	May 29 2001	35	Registered
Tommy Bahama Group Inc.	BUNGALOW BLONDE	United States of America	75033535	2109682	Oct 28 1997	32	Registered
Tommy Bahama Group Inc.	BUNGALOW BRAND	United States of America	75179530	2074073	Jun 24 1997	25	Registered
Tommy Bahama Group Inc.	BUNGALOW BRAND	United States of America	78116104	2837238	Apr 27 2004	25	Registered
Tommy Bahama Group Inc.	BUNGALOW BREW	United States of America	75033536	2122176	Dec 16 1997	32	Registered
Tommy Bahama Group Inc.	CAMPOLO	United States of America	78482456	3281062	Aug 14 2007	25	Registered
Tommy Bahama Group Inc.	DENIM FOR ISLAND LIVING	United States of America	78028575	2647238	Nov 5 2002	25	Pending
Tommy Bahama Group Inc.	ELEPHANT TRUNKS BY TOMMY BAHAMA	United States of America	78148931	2729260	Jun 24 2003	25	Registered
Tommy Bahama Group Inc.	FINE ISLAND LINENS	United States of America	78128930	2788714	Dec 2 2003	24,27	Registered

Tommy Bahama Group Inc.	FISTAIL	United States of America	78323860	2893632	Oct 12 2004	25	Registered
Tommy Bahama Group Inc.	GARDEN OF HOPE AND COURAGE	United States of America	78335270	2908732	Dec 7 2004	25	Registered
Tommy Bahama Group Inc.	GET IT DONE (LATER)	United States of America	787178116			25	Pending
Tommy Bahama Group Inc.	Golden Sun	United States of America	78838493			33	Pending
Tommy Bahama Group Inc.	INDIGO PALMS	United States of America	78028577	2816969	Feb 24 2004	25	Registered
Tommy Bahama Group Inc.	INDIGO PALMS	United States of America	78266628	3021725	Nov 29 2005	35	Registered
Tommy Bahama Group Inc.	INDIGO PALMS	United States of America	78718945	3138846	Sep 5 2006	25	Registered
Tommy Bahama Group Inc.	INDIGO PALMS DENIM COMPANY	United States of America	78028576	2816968	Feb 24 2004	25	Registered
Tommy Bahama Group Inc.	ISLAND EASE	United States of America	78178125	2861432	Jul 6 2004	25	Registered
Tommy Bahama Group Inc.	ISLAND LEAGUER	United States of America	78323630	2895903	Oct 19 2004	25	Registered
Tommy Bahama Group Inc.	ISLAND SOFT	United States of America	78064180	2772576	Oct 7 2003	25	Registered
Tommy Bahama Group Inc.	ISLAND SOFT (Block Design)	United States of America	78380055	3228437	Apr 10 2007	25	Registered
Tommy Bahama Group Inc.	KINGSTOWN COLONY	United States of America	77288564			20,24	Pending
Tommy Bahama Group Inc.	LEISURE TECH	United States of America	77123241	3338963	Nov 20 2007	25	Registered
Tommy Bahama Group Inc.	LIFE IS ONE LONG WEEKEND	United States of America	75147905	2100425	Sep 23 1997	25	Registered
Tommy Bahama Group Inc.	LIFE IS ONE LONG WEEKEND	United States of America	75147910	2079256	Jul 15 1997	25	Registered
Tommy Bahama Group Inc.	LIFE IS ONE LONG WEEKEND	United States of America	78029893	2820384	Mar 2 2004	27	Registered
Tommy Bahama Group Inc.	Logo (Diamond Design)	United States of America	78337205	2980252	Jul 26 2005	25	Registered
Tommy Bahama Group Inc.	Logo (Palm Tree)	United States of America	78151026	2721567	Jun 3 2003	9	Registered
Tommy Bahama Group Inc.	Logo (Pineapple)	United States of America	78199041	2846777	May 25 2004	11,20,24,27	Registered
Tommy Bahama Group Inc.	OCEANAIRE	United States of America	78601760	3150637	Oct 3 2005	25	Registered
Tommy Bahama Group Inc.	ORIGINAL ISLAND SPORT	United States of America	78116103	2799214	Dec 23 2003	25	Registered
Tommy Bahama Group Inc.	PARADISE NATION	United States of America	75597103	2392182	Oct 3 2000	25	Registered
Tommy Bahama Group Inc.	PARADISE NATION	United States of America	78107207	2856732	Jun 22 2004	9	Registered



Tommy Bahama Group Inc.	PLANTATION	United States of America	75311606	2494570	Oct 2 2001	25	Registered
Tommy Bahama Group Inc.	PURVEYOR OF ISLAND LIFESTYLES	United States of America	77141681			33	Pending
Tommy Bahama Group Inc.	PURVEYOR OF ISLAND LIFESTYLES	United States of America	77158275	3343667	Nov 27 2007	25	Registered
Tommy Bahama Group Inc.	PURVEYOR OF ISLAND LIFESTYLES	United States of America	78122782	2678330	Jan 21 2003	27	Registered
Tommy Bahama Group Inc.	PURVEYOR OF ISLAND LIFESTYLES	United States of America	78259190	2840371	May 11 2004	35	Registered
Tommy Bahama Group Inc.	RELAX	United States of America	77089039			9	Pending
Tommy Bahama Group Inc.	RELAX	United States of America	78-354819			25	Pending
Tommy Bahama Group Inc.	RELAX (& Design)	United States of America	78355031			25	Pending
Tommy Bahama Group Inc.	RELAX IN STYLE	United States of America	77288639			25	Pending
Tommy Bahama Group Inc.	RESORT SHORT	United States of America	78323875	2895905	Oct 19 2004	25	Registered
Tommy Bahama Group Inc.	RUMBA DEL SOL	United States of America	78385336			20	Pending
Tommy Bahama Group Inc.	Stitching (Back Pocket)	United States of America	78081509	2535136	Jan 29 2002	25	Registered
Tommy Bahama Group Inc.	Stitching (Back Pocket)	United States of America	78337256	2945394	Apr 26 2005	25	Registered
Tommy Bahama Group Inc.	SUNRISE PEAK	United States of America	78905585			20	Pending
Tommy Bahama Group Inc.	TB	United States of America	78171813	2825018	Mar 23 2004	25	Registered
Tommy Bahama Group Inc.	TB 18 GOLF (stylized)	United States of America	77123365	3338972	Nov 20 2007	25	Registered
Tommy Bahama Group Inc.	TB INDIGO PALMS	United States of America	78054599	2854879	Jun 15 2004	25	Registered
Tommy Bahama Group Inc.	THE BACK PORCH	United States of America	78021735	2589935	Jul 2 2002	25	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	74303789	1802812	Nov 2 1993	25	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	75976078	2462870	Jun 19 2001	20	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	75978343	2273118	Aug 24 1999	32	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	75978560	2284151	Oct 5 1999	42	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	75979672	2381910	Aug 29 2000	24	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	77059169			33	Pending

Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	77333789			36	Pending
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	77333793			43	Pending
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78021272	2641036	Oct 22 2002	9	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78021333	2925676	Feb 8 2005	21	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78021667	2492771	Sep 25 2001	35	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78025536	2551210	Mar 19 2002	14	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78028967	2670281	Dec 31 2002	27	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78081904	2547466	Mar 12 2002	16	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78107197	2745191	Jul 29 2003	9	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78119245	2704749	Apr 8 2003	24	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78122811	2678331	Jan 21 2003	28	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78193846	2782036	Nov 11 2003	24	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78198459	2771892	Oct 7 2003	4,16,34	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78398489	3075649	Apr 4 2006	3	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78623179	3294923	Sep 18 2007	33	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78623189			32	Pending
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78725865	3120783	Jul 25 2006	11	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78785539			34	Pending
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78968024	3227991	Apr 10 2007	28	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78975254	2872869	Aug 10 2004	11	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	789765654	3074797	Mar 28 2006	21	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	78856819	3198912	Jan 16 2007	25	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA (W/DESIGN)	United States of America	78116249	2787590	Nov 25 2003	20	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA AMBER ISLE COLLECTION	United States of America					
Tommy Bahama Group Inc.	TOMMY BAHAMA BUNGALOW BLONDE	United States of America	75081308	2100290	Sep 23 1997	32	Registered

Tommy Bahama Group Inc.	TOMMY BAHAMA BUNGALOW BREW	United States of America	75210782	2112400	Nov 11 1997	32	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA CHALLENGE	United States of America	78402659	2986535	Aug 16 2005	35	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA CHALLENGE	United States of America	78402698	3127675	Aug 8 2006	41	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA EST. 1993 RELAX	United States of America	78868344	3274843	Aug 7 2007	25	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA GOLDEN SUN	United States of America	78838489			33	Pending
Tommy Bahama Group Inc.	TOMMY BAHAMA ISLAND SOFT	United States of America	78042795	2644541	Oct 29 2002	25	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA RELAX	United States of America	77022410			19,20	Pending
Tommy Bahama Group Inc.	TOMMY BAHAMA RELAX	United States of America	78685933	3349637	Dec 4 2007	25	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA RELAX	United States of America	78860957	3327650	Oct 30 2007	35	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA RELAX QUALITY SINCE 1993	United States of America	78868314	3264623	Jul 17 2007	25	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA SHADE MAKER	United States of America	78276251	2862861	Jul 13 2004	25	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA WHITE SAND	United States of America	78838511	3332260	Nov 6 2007	33	Registered
Tommy Bahama Group Inc.	TOMMY BAHAMA'S TROPICAL CAFÉ	United States of America	2112530	2112530	Nov 11 1997	42	Registered
Tommy Bahama Group Inc.	TORTOLA	United States of America	2899981	2899981	Nov 2 2004	25	Registered
Tommy Bahama Group Inc.	TRAVELER'S RETREAT	United States of America	2908736	2908736	Dec 7 2004	20	Registered
Tommy Bahama Group Inc.	TROPICOTTON	United States of America	2974038	2974038	Jul 19 2005	25	Registered
Tommy Bahama Group Inc.	WHITE SAND	United States of America	3336958	3336958	Nov 13 2007	33	Registered
<b>Tommy Bahama Group, Inc.</b>							
Tommy Bahama Group Inc.	TOMMY BAHAMA	United States of America	77333797			43	pending

**Trademark Records By Trademark**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Classes</u>	<u>Status</u>
<b>ARNOLD BRANT</b>							
SFI OF OXFORD ACQUISITION CORPORATION	ARNOLD BRANT	United States of America	74577159	2074835	Jul 1 1997	25	Registered
SFI OF OXFORD ACQUISITION CORPORATION	ARNOLD BRANT	United States of America	78385288	3115974	Jul 18 2006	9,14,25	Registered
<b>MARANZONE</b>							
SFI OF OXFORD ACQUISITION CORPORATION	MARANZONE	United States of America	78721972	3285664	Aug 28 2007	25	Registered
<b>MARANZONE UOMO</b>							
SFI OF OXFORD ACQUISITION CORPORATION	MARANZONE UOMO	United States of America	78721978	3267761	Jul 24 2007	25	Registered
<b>SFI</b>							
SFI OF OXFORD ACQUISITION CORPORATION	SFI	United States of America	75177722	2151434	Apr 14 1998	25,35	Registered
<b>SILVERSTONE</b>							
SFI OF OXFORD ACQUISITION CORPORATION	SILVERSTONE	United States of America	77057223	3474558	Jul 29 2008	25	Registered

**Trademark Records By Trademark**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Classes</u>	<u>Status</u>
<b>OXFORD</b>							
Piedmont Apparel Corporation	OXFORD	United States of America	78354017	3003702	Oct 4 2005	40	Registered

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**Trademark Records By Trademark**

<u>Owner Client</u>	<u>Trademark File Reference</u>	<u>Country Next Renewal Date</u>	<u>Appl. Date Reg. Date</u>	<u>No. No.</u>	<u>Status Sub Status</u>	<u>Agent Supervisor</u>
<b>CATTLEMAN</b>						
Oxford Industries, Inc.	CATTLEMAN	United States of America	Dec 4 1989	74007488	Registered	Oxford Industries, Inc.
Oxford Industries, Inc.	606	Jul 10 1990	Jul 10 2010	1605723		Mary Margaret Heaton
Class Goods	25 CLOTHING AND SPORTSWEAR, NAMELY JEANS AND SHIRTS					
Oxford Industries, Inc.	CATTLEMAN	United States of America	Mar 1 1991	74143636	Registered	Oxford Industries, Inc.
Oxford Industries, Inc.	599	Nov 10 2012	Nov 10 1992	1731204		Mary Margaret Heaton
Class Goods	25 men's shirts, pants and jackets					
<b>COUNTRY CHARMERS</b>						
Oxford Industries, Inc.	COUNTRY CHARMERS	United States of America	Mar 5 1991	74144591	Registered	Oxford Industries, Inc.
Oxford Industries, Inc.	596	May 5 2012	May 5 1992	1685405		Mary Margaret Heaton
Class Goods	25 casual clothing; namely, ladies western dresses and skirts, blouses and shirts					
<b>CUMBERLAND OUTFITTERS</b>						
Oxford Industries, Inc.	CUMBERLAND OUTFITTERS	United States of America	Jun 16 1995	74689426	Registered	Oxford Industries, Inc.
Oxford Industries, Inc.	555	Jan 14 2017	Jan 14 1997	2031132	renewed	Mary Margaret Heaton
Class Goods	25 men's shirts					
<b>ELY</b>						
Oxford Industries, Inc.	ELY	United States of America	Dec 22 1971	72410888	Registered	Oxford Industries, Inc.
Oxford Industries, Inc.	731	Mar 13 2013	Mar 13 1973	0955223		Mary Margaret Heaton
Class Goods	25 SHIRTS (SPORT, DRESS, WESTERN, WORK), PAJAMAS, ROBES, UNDERWEAR, SWEAT SHIRTS, SWIMWEAR, PANTS, JACKETS, JEANS, OVERALLS AND WORK CLOTHING					

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Class 39  
Goods

**ELY CASUALS**

Oxford Industries, Inc.	ELY CASUALS	United States of America	Jul 6 2001	76280826	Registered	Oxford Industries, Inc.
Oxford Industries, Inc.	534	Apr 1 2013	Apr 1 2003	2703121	renewed	Mary Margaret Heaton

Class 25  
Goods Men's and Boys shirts

**ELY DIAMOND**

Oxford Industries, Inc.	ELY DIAMOND	United States of America	Mar 1 1991	74143649	Registered	Oxford Industries, Inc.
Oxford Industries, Inc.	598	Jun 2 2012	Jun 2 1992	1690259		Mary Margaret Heaton

Class 25  
Goods men's and boys shirts

**ELY PLAINS**

Oxford Industries, Inc.	ELY PLAINS	United States of America	Mar 4 1991	74143774	Registered	Oxford Industries, Inc.
Oxford Industries, Inc.	597	Feb 4 2012	Feb 4 1992	1674367		Mary Margaret Heaton

Class 25  
Goods western shirts and pants for ladies, girls and men

**Trademark Records By Trademark**

<b>Owner Client</b>	<b>Trademark File Reference</b>	<b>Country Next Renewal Date</b>	<b>Appl. Date Reg. Date</b>	<b>No. No.</b>	<b>Status Sub Status</b>	<b>Agent Supervisor</b>
<b>Logo (O Needle)</b>						
Oxford Industries, Inc.	Logo (O Needle)	United States of America	Jun 24 1988	73736283	Registered	Oxford Industries, Inc.
Oxford Industries, Inc.	613	Aug 1 2009	Aug 1 1989	1550250		Mary Margaret Heaton
Class Goods	25 WEARING APPAREL, NAMELY; SWEATERS, SHIRTS AND JACKETS					

**Trademark Records By Trademark**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Classes</u>	<u>Status</u>
<b>2 DRY</b>						
Oxford Industries, Inc.	2 DRY	United States of America	77029735		25	Pending
<b>ACTION ARM</b>						
Oxford Industries, Inc.	ACTION ARM	United States of America	76530257	2933803	Mar 15 2005	25 Registered
<b>APPAREL FOR OUR EARTH</b>						
Oxford Industries, Inc.	APPAREL FOR OUR EARTH	United States of America	77456916		25	Pending
<b>BLOCKPOINT</b>						
Oxford Industries, Inc.	BLOCKPOINT	United States of America	78842247		25	Registered
<b>BUILT TO PERFORM</b>						
Oxford Industries, Inc.	BUILT TO PERFORM	United States of America	78633101	3360498	Dec 25 2007	25 Registered
<b>COLLEGIATE FIT</b>						
Oxford Industries, Inc.	COLLEGIATE FIT	United States of America	78794558	3403259	Mar 25 2008	25 Registered
<b>COOL LUX</b>						
Oxford Industries, Inc.	COOL LUX	United States of America	78688231		25	Pending
<b>CYE</b>						
Oxford Industries, Inc.	CYE	United States of America	77057198		25	Pending
<b>EASY MOTION</b>						
Oxford Industries, Inc.	EASY MOTION	United States of America	76530258	2983655	Aug 9 2005	25 Registered



**ECO COT**

Oxford Industries, Inc.	ECO COT	United States of America	78930686			25	Pending
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**ENERGY SAVING**

Oxford Industries, Inc.	ENERGY SAVING	United States of America	77211576			25	Pending
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**ENERGY SAVING APPAREL**

Oxford Industries, Inc.	ENERGY SAVING APPAREL	United States of America	77456907			25	Pending
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**ETI**

Oxford Industries, Inc.	ETI	United States of America	78936956			25	Pending
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**FROM THE LINKS TO LIFE**

Oxford Industries, Inc.	FROM THE LINKS TO LIFE	United States of America	77225569			25	Pending
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**GO COLD WATER**

Oxford Industries, Inc.	GO COLD WATER	United States of America	77512518			25	Pending
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**KONA WIND**

Oxford Industries, Inc.	KONA WIND	United States of America	78934560			24	Pending
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Oxford Industries, Inc.	KONA WIND	United States of America	78695361	3283679	Apr 21 2007	25	Registered
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**LINELOCK**

Oxford Industries, Inc.	LINELOCK	United States of America	78337590	2968666	Jul 12 2005	25	Registered
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**LINKS TECH**

Oxford Industries, Inc.	LINKS TECH	United States of America	76035853	2528587	Registered	25	Registered
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**LIQUID SILK**

Oxford Industries, Inc.	LIQUID SILK	United States of America	76530259	3283345	Aug 21 2007	25	Registered
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**LUX CARE**

Oxford Industries, Inc.	LUX CARE	United States of America	7707776			25	Pending
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**METRO LONDON**

Oxford Industries, Inc.	METRO LONDON	United States of America	77365412			18	Pending
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Oxford Industries, Inc.	METRO LONDON	United States of America	77365404			25	Pending
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**MICRO CURE**

Oxford Industries, Inc.	MICRO CURE	United States of America	77172009			25	Pending
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**OCEAN PEACH**

Oxford Industries, Inc.	OCEAN PEACH	United States of America	78930737			25	Pending
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**PERMA SHAPE COLLAR**

Oxford Industries, Inc.	PERMA SHAPE COLLAR	United States of America	77214125			25	Pending
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**PINE FAB**

Oxford Industries, Inc.	PINE FAB	United States of America	78930732			25	Pending
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**POWER SWING**

Oxford Industries, Inc.	POWER SWING	United States of America	76540278	2983674	Aug 9 2005	25	Registered
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**RING FREE**

Oxford Industries, Inc.	RING FREE	United States of America	78723934	3236105	May 1 2007	25	Registered
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**SHIRT FREE**

Oxford Industries, Inc.	SHIRT FREE	United States of America	77225563			25	Pending
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**SHIRT GUARD**

Oxford Industries, Inc.	SHIRT GUARD	United States of America	78961454			25	Pending
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**TECHNO DRY**

Oxford Industries, Inc.	TECHNO DRY	United States of America	78959315	3256429	Jun 26 2007	25	Registered
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**THE LIFETIME COLLAR**

Oxford Industries, Inc.	THE LIFETIME COLLAR	United States of America	76454877	2805640	Jan 13 2004	25	Registered
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**TRANQUILITY BAY**

Oxford Industries, Inc.	TRANQUILITY BAY	United States of America	77230085			18	Pending
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Oxford Industries, Inc.	TRANQUILITY BAY	United States of America	77230084			24	Pending
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Oxford Industries, Inc.	TRANQUILITY BAY	United States of America	78436790			25	Pending
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**TRUST THE TRADITION**

Oxford Industries, Inc.	TRUST THE TRADITION	United States of America	77128003	3406287	Apr 1 2018	25	Registered
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**VERI COOL**

Oxford Industries, Inc.	VERI COOL	United States of America	78852562			25	Pending
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**VERI COOL BE ACTIVE STAY COOL**

Oxford Industries, Inc.	VERI COOL BE ACTIVE STAY COOL	United States of America	78535285	3028941	Dec 13 2005	25	Registered
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**WIND GEAR**

Oxford Industries, Inc.	WIND GEAR	United States of America	76530255	2992885	Sep 6 2005	25	Registered
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**WIND WEAR**

Oxford Industries, Inc.	WIND WEAR	United States of America	76530256			25	Pending
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**Trademark Records By Trademark**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Classes</u>	<u>Status</u>
<b>GOLF TECH</b>						
Oxford Industries, Inc.	GOLF TECH	United States of America	77107992		25	Pending
<b>GREEN CARE</b>						
Oxford Industries, Inc.	GREEN CARE	United States of America	77288659		25	Pending
<b>HOLBROOK</b>						
Oxford Industries, Inc.	HOLBROOK	United States of America	72318672	0917690	Aug 3 1971	25,39 Registered
<b>Logo (O Golf Shield)</b>						
Oxford Industries, Inc.	Logo (O Golf Shield)	United States of America	76551594		25	Pending
<b>OXFORD GOLF</b>						
Oxford Industries, Inc.	OXFORD GOLF	United States of America	76519622	3014444	Nov 15 2005	25 Registered
<b>Oxford Golf Collection</b>						
Oxford Industries, Inc.	Oxford Golf Collection	United States of America	78766553	3399710	Mar 18 2008	25 Registered
<b>OXFORD SHIRTINGS</b>						
Oxford Industries, Inc.	OXFORD SHIRTINGS	United States of America	73729102	1663863	Nov 5 1991	25 Registered
<b>OXFORD SHIRTMAKERS</b>						
Oxford Industries, Inc.	OXFORD SHIRTMAKERS	United States of America	73701682	1555819	Sep 12 1989	25 Registered
<b>OXFORD SPORT</b>						
Oxford Industries, Inc.	OSFORD SPORT	United States of America	78320894		25	Pending

**Trademark Records By Trademark**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Classes</u>	<u>Status</u>
<b>SOLITUDE</b>						
Oxford Industries, Inc.	SOLITUDE	United States of America	77127976		18	Pending
Oxford Industries, Inc.	SOLITUDE	United States of America	78952176		18,25	Pending
Oxford Industries, Inc.	SOLITUDE	United States of America	75496966	2386201	Sep 12 2000	Registered
Oxford Industries, Inc.	SOLITUDE	United States of America	78931273		25	Pending
Oxford Industries, Inc.	SOLITUDE	United States of America	78961464		25	Pending
Oxford Industries, Inc.	SOLITUDE	United States of America	78973821		3	Pending
<b>SOLITUDE S</b>						
Oxford Industries, Inc.	SOLITUDE S	United States of America	78743726		25	Pending

**Trademark Records By Trademark**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Classes</u>	<u>Status</u>
<b>BILLY LONDON</b>						
Oxford Industries, Inc.	BILLY LONDON	United States of America	78517495	3134172	Aug 22 2006	25 Registered
<b>CHRISTOPHER HUNT</b>						
Oxford Industries, Inc.	CHRISTOPHER HUNT	United States of America	73676999	1522687	Jan 31 1989	25 Registered
<b>CROP &amp; SADDLE</b>						
Oxford Industries, Inc.	CROP & SADDLE	United States of America	73739075	1528387	Mar 7 1989	25 Registered
<b>EVERPRESS</b>						
Oxford Industries, Inc.	EVERPRESS	United States of America	77165987			25 Pending
<b>EXTERIOR DESIGN</b>						
Oxford Industries, Inc.	EXTERIOR DESIGN	United States of America	75220477	2097901	Sept 16 1997	25 Registered
<b>HOLBROOK</b>						
Oxford Industries, Inc.	HOLBROOK	United States of America	74551492	2089513	Aug 19 1997	25 Registered
<b>HOOK AND BULLET</b>						
Oxford Industries, Inc.	HOOK AND BULLET	United States of America	76017428	2553820	Mar 26 2002	25 Registered
<b>LANA MODA</b>						
Oxford Industries, Inc.	LANA MODA	United States of America	74299191	1810289	Dec 7 1993	25 Registered
<b>LANIER</b>						
Oxford Industries, Inc.	LANIER	United States of America	73524879	1386068	Mar 11 1986	25 Registered

**LANIER CLOTHES**

Oxford Industries, Inc.	LANIER CLOTHES	United States of America	73012493	1001567	Jan 14 1975	25	Registered
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**LUXURY TOUCH**

Oxford Industries, Inc.	LUXURY TOUCH	United States of America	77394406			25	Pending
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**NEON**

Oxford Industries, Inc.	NEON	United States of America	73687838	1508268	Oct 11 1988	25	Registered
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**PERFECT PRESS**

Oxford Industries, Inc.	PERFECT PRESS	United States of America	78476488	3047065	Jan 17 2006	25	Registered
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**PHILLIP ST. JOHN**

Oxford Industries, Inc.	PHILLIP ST. JOHN	United States of America	73432701	1346299	Jul 2 1985	25	Registered
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**QUAILBROOK**

Oxford Industries, Inc.	QUAILBROOK	United States of America	73739076	1524669	Feb 14 1989	25	Registered
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**SMARTSUIT**

Oxford Industries, Inc.	SMARTSUIT	United States of America	76397281	3068579	Mar 14 2006	25	Registered
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**SUPERFINE 130**

Oxford Industries, Inc.	SUPERFINE 130	United States of America	76509852	3077093	Apr 4 2006	25	Registered
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**THE CITICLOTH**

Oxford Industries, Inc.	CITICLOTH	United States of America	73635097	1455434	Sep 1 1987	25	Registered
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**Trademark Records By Trademark**

<u>Owner</u>	<u>Trademark</u>	<u>Country</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Classes</u>	<u>Status</u>
<b>9 2 8 to</b>						
Oxford Industries, Inc.	9 2 8 to	United States of America	74268033	1761460	Mar 30 1993	25 Registered
<b>928</b>						
Oxford Industries, Inc.	928	United States of America	73339437	1222689	Jan 4 1983	25 Registered
<b>OAKDALE</b>						
Oxford Industries, Inc.	OAKDALE	United States of America	73373734	1244632	Jul 5 1983	25 Registered
<b>TRAIL GEAR</b>						
Oxford Industries, Inc.	TRAIL GEAR	United States of America	73373735	1244633	Jul 5 1983	25 Registered

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**Foreign Tommy Bahama Group, Inc., Viewpoint International, Inc. (former name for Tommy Bahama Group, Inc.) and Oxford Industries, Inc. Trademarks**

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Canada	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Billy London									
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Pending Application			<i>TM Type:</i>				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>	005.116			
<i>Client:</i>	<i>Client Ref:</i>									
<i>Agent:</i>	<i>Agent Ref:</i>									
<i>App. #</i>	1 366 060	<i>App. Dt:</i>	10/3/2007	<i>Mail Dt:</i>	<i>ITU:</i>			No		
<i>Pub. #</i>	<i>Pub. Dt:</i>									
<i>Reg. #:</i>	<i>Reg. Dt:</i>									
<i>Action</i>	<i>Rem. Dt</i>	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	<i>IC1</i>	<i>IC2</i>	<i>IC3</i>	<i>Notes</i>	<i>Act.</i>	
<i>Review File</i>	9/2/2009	10/2/2009	10/2/2009		Yes	Yes	Yes		Yes	
<i>Submit Evidence of Use</i>	8/2/2010	10/2/2010	10/2/2013		Yes	Yes	Yes		Yes	
<i>Submit Evidence of Use Ext #1</i>	2/2/2011	4/2/2011	10/2/2013		Yes	Yes	Yes		Yes	
<i>Submit Evidence of Use Ext. #2</i>	8/2/2011	10/2/2011	10/2/2013		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>			<i>1st App. #:</i>	1 366 060	<i>1st App. Dt:</i>			10/2/2007		
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	<i>1st Reg. Dt:</i>						
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	men's suits, sportcoats and pants									
<i>Class(es) Claimed:</i>				<i>Classification Type:</i>	No Classification					
<i>ID:</i>	1048	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/3/2007		<i>Update Date:</i>	10/9/2007

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	European Union	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	Yes	
<i>Mark:</i>	Country Charmer									
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark					
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0006					
<i>Client:</i>		<i>Client Ref:</i>								
<i>Agent:</i>	W.P. Thompson & Co.	<i>Agent Ref:</i>	T4086489EM							
<i>App. #</i>	002922805	<i>App. Dt:</i>	10/29/2002	<i>Mail Dt:</i>		<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>	3/29/2004	<i>Allow Dt:</i>		<i>1st User Dt:</i>				
<i>Reg. #:</i>	002922805	<i>Reg. Dt:</i>	11/2/2002	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.	
<i>Status Check on App</i>	4/25/2003	4/25/2003		3/14/2003	No	No	No		No	
<i>Frwd: Filing Certificate</i>	4/29/2003	4/29/2003	4/29/2003	3/14/2003	Yes	Yes	Yes		No	
<i>Renewal</i>	6/2/2012	11/2/2012	4/29/2013		Yes	Yes	Yes		Yes	
<i>Renewal Ext #1</i>	10/29/2012	4/29/2013	4/29/2013		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>			<i>1st App. #:</i>	002922805		<i>1st App. Dt:</i>	10/29/2002			
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	002922805		<i>1st Reg. Dt:</i>	11/2/2002			
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Clothing for men, women and children									
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification					
<i>ID:</i>	331	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	1/23/2003		<i>Update Date:</i>	11/8/2004

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	European Union	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	Yes
<i>Mark:</i>	Ely Cattleman								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0007				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	W.P. Thompson & Co.	<i>Agent Ref:</i>	T408648EM						
<i>App. #</i>	002922870	<i>App. Dt:</i>	11/2/2002	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	002922870	<i>Reg. Dt:</i>	11/2/2002	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	IC1	IC2	IC3	<i>Notes</i>	<i>Act.</i>
<i>Frwd: Filing Certificate</i>	4/29/2003	4/29/2003	4/29/2003	3/14/2003	Yes	Yes	Yes		No
<i>Renewal</i>	6/2/2012	11/2/2012	4/29/2013		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	10/29/2012	4/29/2013	4/29/2013		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		002922870		<i>1st App. Dt:</i>	10/29/2002		
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		002922870		<i>1st Reg. Dt:</i>	11/2/2002		
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Clothing for men, women and children								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification				
<i>ID:</i>	93	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	1/1/2003		
						<i>Update Date:</i>	11/8/2004		

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Italy	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Holbrook								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>					
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>				005.0010	
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Fiammenghi	<i>Agent Ref:</i>	CF/ps10807						
<i>App. #</i>		<i>App. Dt:</i>		<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	662080	<i>Reg. Dt:</i>	11/9/1993	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	Final Dt	<i>Compl. Dt.</i>	IC1	IC2	IC3	<i>Notes</i>	Act.
<i>Renewal handled through foreign counsel</i>	5/9/2003	11/9/2003		11/9/2003	No	No	No		No
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>				<i>1st App. Dt:</i>			
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		662080		<i>1st Reg. Dt:</i>			11/9/1993
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Clothing								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>		<i>International Classification</i>			
<i>ID:</i>	96	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	1/1/2003	<i>Update Date:</i>	7/24/2008

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Benelux	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Holbrook								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>				Trademark	
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>				005.0005	
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Kirkpatrick Office SA	<i>Agent Ref:</i>	MBNL/6552-OXF-394.27						
<i>App. #</i>		<i>App. Dt:</i>		<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	394 273	<i>Reg. Dt:</i>	10/28/1993	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	IC1	IC2	IC3	Notes	Act.
<i>Informed Client</i>	4/18/2003	10/28/2003		10/28/2003	No	No	No		No
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>				<i>1st App. Dt:</i>			
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		394 273		<i>1st Reg. Dt:</i>			10/28/1993
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	All goods								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>				International Classification	
<i>ID:</i>	101	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	1/1/2003	<i>Update Date:</i>	7/24/2008

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Germany	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	Yes	
<i>Mark:</i>	Holbrook									
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered			<i>TM Type:</i>	Trademark			
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>	Renewed			<i>Alternate #:</i>	005.0009			
<i>Client:</i>		<i>Client Ref:</i>								
<i>Agent:</i>	Lichtenstein, Koemer & Partners	<i>Agent Ref:</i>	93/1309/hn							
<i>App. #</i>	08000925	<i>App. Dt:</i>	10/19/1973	<i>Mail Dt:</i>		<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>				
<i>Reg. #:</i>	9222424	<i>Reg. Dt:</i>	9/10/1974	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	Final Dt	<i>Compl. Dt.</i>	IC1	IC2	IC3	<i>Notes</i>	Act.	
<i>Informed by client this is German counsel's</i>				10/16/2003	No	No	No		No	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>		<i>1st App. #:</i>		0800925		<i>1st App. Dt:</i>			10/19/1973	
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		9222424		<i>1st Reg. Dt:</i>			9/10/1974	
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Clothing									
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification					
<i>ID:</i>	104	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	1/1/2003		<i>Update Date:</i>	7/24/2008

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	France	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Holbrook									
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered			<i>TM Type:</i>				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>				
<i>Client:</i>		<i>Client Ref:</i>								
<i>Agent:</i>	Clifford Chance	<i>Agent Ref:</i>	C TL0492A.COM/KSP							
<i>App. #</i>	1251654	<i>App. Dt:</i>	10/28/1983	<i>Mail Dt:</i>		<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>				
<i>Reg. #:</i>	1251654	<i>Reg. Dt:</i>	10/26/1993	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	Final Dt	<i>Compl. Dt.</i>	IC1	IC2	IC3	<i>Notes</i>	Act.	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>		<i>1st App. #:</i>		1251654		<i>1st App. Dt:</i>			10/28/1983	
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		1251654		<i>1st Reg. Dt:</i>			10/26/1993	
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Clothing									
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification					
<i>ID:</i>	103	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	1/1/2003		<i>Update Date:</i>	7/24/2008

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Canada	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Indigo Palms								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Pending Application			<i>TM Type:</i>	Trademark		
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>	005.0015		
<i>Client:</i>	<i>Client Ref:</i>								
<i>Agent:</i>	Gowling LaFleur Henderson LLP	<i>Agent Ref:</i>	T6/747 430 CA						
<i>App. #</i>		<i>App. Dt:</i>	11/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		<i>1st App. Dt:</i>					11/5/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		<i>1st Reg. Dt:</i>					
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing: namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots, and neckerchiefs (Cl.25)								
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (Cl. 35) FILE SENT TO WENDY ROBERTSON, ALSTON ON 6-28-05								
<i>Class(es) Claimed:</i>	25, 35	<i>Classification Type:</i>	International Classification						
<i>ID:</i>	416	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003	<i>Update Date:</i>	7/24/2008

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	China (People's Republic of)	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Indigo Palms								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Service Mark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0039.1				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Vivien Chan & Co.	<i>Agent Ref:</i>	JAI031783						
<i>App. #</i>	3832649	<i>App. Dt:</i>	12/8/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	2832649	<i>Reg. Dt:</i>	3/28/2006	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Renewal</i>	9/27/2015	3/27/2016	9/28/2016		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	3/28/2016	9/28/2016	9/28/2016		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		3832649	<i>1st App. Dt:</i>				12/8/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		3832649	<i>1st Reg. Dt:</i>				3/28/2006
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Promotion and Sales for others of books, clothing, clothing accessories, sunglasses, shoes and swimwear in Class 35								
<i>Class(es) Claimed:</i>	35	<i>Classification Type:</i>		International Classification					
<i>ID:</i>	588	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	12/21/2004	<i>Update Date:</i>	7/24/2008

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Switzerland	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Indigo Palms									
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered			<i>TM Type:</i>	Trademark			
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>	005.0019			
<i>Client:</i>	<i>Client Ref:</i>									
<i>Agent:</i>	Kirker & Cie SA	<i>Agent Ref:</i>								
<i>App. #</i>	5578/2003	<i>App. Dt:</i>	11/11/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1<sup>st</sup> User Dt:</i>				
<i>Reg. #:</i>	517968	<i>Reg. Dt:</i>	11/11/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	IC1	IC2	IC3	<i>Notes</i>	<i>Act.</i>	
<i>Priority docs received</i>				11/20/2003	No	No	No		No	
<i>Review File</i>	10/11/2005	11/11/2005	11/11/2005		Yes	Yes	Yes		Yes	
<i>Renewal</i>	11/11/2012	11/11/2013	5/11/2014		Yes	Yes	Yes		Yes	
<i>Renewal Ext #1</i>	5/11/2013	5/11/2014	5/11/2014		Yes	Yes	Yes		Yes	
<i>Renewal Prior Apr 1, 1993</i>	5/11/2023	11/11/2023	11/11/2023		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>		<i>1st App. #:</i>		5578/2003	<i>1st App. Dt:</i>				11/11/2003	
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		517968	<i>1st Reg. Dt:</i>				11/11/2003	
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots, and neckerchiefs (Cl.25)									
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (Cl. 35)									
<i>Class(es) Claimed:</i>	25, 35				<i>Classification Type:</i>	International Classification				
<i>ID:</i>	420	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003		<i>Update Date:</i>	6/23/2005

**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	China (People's Republic of)	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Indigo Palms								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0039				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Vivien Chan & Co.	<i>Agent Ref:</i>	JAI031779/303/326						
<i>App. #</i>	3832649	<i>App. Dt:</i>	12/8/2003	<i>Mail Dt:</i>	<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>	12/28/2005	<i>Allow Dt:</i>	<i>1st User Dt:</i>				
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>	<i>Com. Use Dt:</i>				
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Renewal</i>	9/27/2015	3/27/2016	9/28/2016		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	3/28/2016	9/28/2016	9/28/2016		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>	3832652	<i>1st App. Dt:</i>	12/8/2003				
<i>In Charge 3:</i>		<i>1st Reg. #:</i>	3832649	<i>1st Reg. Dt:</i>	3/28/2006				
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Retail promotion of goods								
<i>Class(es) Claimed:</i>	35	<i>Classification Type:</i>	International Classification						
<i>ID:</i>	442	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003	<i>Update Date:</i>	7/24/2008

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Hong Kong	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Indigo Palms									
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered			<i>TM Type:</i>	Trademark			
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>	005.0027			
<i>Client:</i>	<i>Client Ref:</i>									
<i>Agent:</i>	Wilkinson & Grist	<i>Agent Ref:</i>	AC:LC:J440-2TM							
<i>App. #</i>	300111167	<i>App. Dt:</i>	11/14/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>	9/17/2004	<i>Allow Dt:</i>		<i>1st User Dt:</i>				
<i>Reg. #:</i>	300111167	<i>Reg. Dt:</i>	11/14/2003	<i>Grant Dt.:</i>	11/14/2003		<i>Com. Use Dt:</i>			
<i>Action</i>	<i>Rem. Dt</i>	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	<i>IC1</i>	<i>IC2</i>	<i>IC3</i>	<i>Notes</i>	<i>Act.</i>	
<i>Renewal Prior Apr. 4, 2003</i>	5/14/2010	11/14/2010	12/14/2010		Yes	Yes	Yes		Yes	
<i>Renewal Prior Apr. 4, 2003</i>	6/14/2010	12/14/2010	12/14/2010		Yes	Yes	Yes		Yes	
<i>Ext #1</i>										
<i>Renewal</i>	5/14/2013	11/14/2013	11/14/2013		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>		<i>1st App. #:</i>		300111167	<i>1st App. Dt:</i>				11/14/2003	
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		300111167	<i>1st Reg. Dt:</i>				11/14/2003	
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)									
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (CI. 35)									
<i>Class(es) Claimed:</i>	25, 35			<i>Classification Type:</i>	International Classification					
<i>ID:</i>	429	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003		<i>Update Date:</i>	10/2/2006

**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Japan	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Indigo Palms								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered			<i>TM Type:</i>	Trademark		
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>	005.0055		
<i>Client:</i>	<i>Client Ref:</i>								
<i>Agent:</i>	Yuasa & Hara	<i>Agent Ref:</i>	YY, VT 0240-00002						
<i>App. #</i>	99342/2003	<i>App. Dt:</i>	11/10/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	4947042	<i>Reg. Dt:</i>	4/21/2006	<i>Grant Dt.:</i>			<i>Com. Use Dt:</i>		
<i>Action</i>	<i>Rem. Dt</i>	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	<i>IC1</i>	<i>IC2</i>	<i>IC3</i>	<i>Notes</i>	<i>Act.</i>
<i>Office Action Response</i>	7/21/2004	8/21/2004		7/15/2004	No	No	No		No
<i>Use Required</i>	4/21/2008	4/21/2009	4/21/2009		Yes	Yes	Yes		Yes
<i>Renewal</i>	10/21/2015	4/21/2016	10/21/2016		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	4/21/2016	10/21/2016	10/21/2016		Yes	Yes	Yes		Yes

*In Charge 1:*

*In Charge 2:*

*1st App. #:*

99342/2003

*1st App. Dt:*

11/10/2003

*In Charge 3:*

*1st Reg. #:*

4947042

*1st Reg. Dt:*

4/21/2006

*Disclaimer(s):*

*G&S Description:*

Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)

*Class(es) Claimed:*

25, 35

*Classification Type:*

International Classification

*ID:* 459

*Active:* Yes

*Last User:*

WMK

*Input Date:* 10/29/2003

*Update Date:* 5/30/2006

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	European Union	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	Yes	
<i>Mark:</i>	Indigo Palms									
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark					
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0051					
<i>Client:</i>		<i>Client Ref:</i>								
<i>Agent:</i>	Field Fisher Waterhouse	<i>Agent Ref:</i>	37402-00003							
<i>App. #</i>		<i>App. Dt:</i>	10/29/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>	8/23/2004	<i>Allow Dt:</i>		<i>1st User Dt:</i>				
<i>Reg. #:</i>	3462009	<i>Reg. Dt:</i>	2/10/2005	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.	
<i>Use Required</i>	2/10/2009	2/10/2010	2/10/2010		Yes	Yes	Yes		Yes	
<i>Renewal</i>	4/29/2013	10/29/2013	4/29/2014		Yes	Yes	Yes		Yes	
<i>Renewal Ext #1</i>	10/29/2013	4/29/2014	4/29/2014		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>		<i>1st App. #:</i>		<i>1st App. Dt:</i>	10/29/2003					
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		3462009	<i>1st Reg. Dt:</i>	2/10/2005				
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)									
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)									
<i>Class(es) Claimed:</i>	25, 35			<i>Classification Type:</i>	International Classification					
<i>ID:</i>	455	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003		<i>Update Date:</i>	1/30/2006

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Australia	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Indigo Palms								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0043				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Pipers Patent & Trademark Attorneys	<i>Agent Ref:</i>	M/HK/300994AU						
<i>App. #</i>	976090	<i>App. Dt:</i>	10/28/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	11/27/2003	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	976909	<i>Reg. Dt:</i>	10/28/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Renewal Prior to Jan. 1, 1996</i>	10/28/2009	10/28/2010	10/28/2011		Yes	Yes	Yes		Yes
<i>Renewal Prior to Jan. 1, 1996 Ext #1</i>	10/28/2010	10/28/2011	10/28/2011		Yes	Yes	Yes		Yes
<i>Renewal</i>	4/28/2013	10/28/2013	10/28/2014		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	4/28/2014	10/28/2014	10/28/2014		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>	976090	<i>1st App. Dt:</i>					10/28/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>	976909	<i>1st Reg. Dt:</i>					10/28/2003
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)								
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)								
<i>Class(es) Claimed:</i>	25, 35	<i>Classification Type:</i>	International Classification						
<i>ID:</i>	446	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	10/24/2006

**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Venezuela	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Indigo Palms								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Pending Application			<i>TM Type:</i>	Trademark		
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>	005.0067		
<i>Client:</i>	<i>Client Ref:</i>								
<i>Agent:</i>	Ezagui Spitzer Law Firm	<i>Agent Ref:</i>	9340-949-1						
<i>App. #</i>	17942-03	<i>App. Dt:</i>	12/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	<i>Rem. Dt</i>	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	<i>IC1</i>	<i>IC2</i>	<i>IC3</i>	<i>Notes</i>	<i>Act.</i>
<i>Review File</i>	11/5/2005	12/5/2005	12/5/2005		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		17942-03	<i>1st App. Dt:</i>				12/5/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>			<i>1st Reg. Dt:</i>				
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)								
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)								
<i>Class(es) Claimed:</i>	25, 35	<i>Classification Type:</i>	International Classification						
<i>ID:</i>	471	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	7/24/2008

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	New Zealand	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Indigo Palms								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0063				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Pipers Patent & Trademark Attorneys	<i>Agent Ref:</i>	R/HC/110363NZ						
<i>App. #</i>	703960	<i>App. Dt:</i>	11/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	11/28/2003	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	703960	<i>Reg. Dt:</i>	6/24/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	Final Dt	<i>Compl. Dt.</i>	IC1	IC2	IC3	<i>Notes</i>	<i>Act.</i>
<i>Renewal Prior Aug 20, 2003</i>	5/5/2010	11/5/2010	11/5/2010		Yes	Yes	Yes		Yes
<i>Renewal</i>	2/24/2013	6/24/2013	11/5/2013		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	703960		<i>1st App. Dt:</i>	11/5/2003		
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	703960		<i>1st Reg. Dt:</i>	6/24/2003		
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)								
<i>Class(es) Claimed:</i>	25, 35			<i>Classification Type:</i>	International Classification				
<i>ID:</i>	467	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	10/2/2006

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Mexico	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Indigo Palms								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Service Mark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0023				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Goodrich, Riquelme y Asociandos	<i>Agent Ref:</i>	T031073MX0						
<i>App. #</i>	630055	<i>App. Dt:</i>	11/25/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	821311	<i>Reg. Dt:</i>	2/18/2004	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Use Required</i>	2/18/2006	2/18/2007	2/18/2007		Yes	Yes	Yes		Yes
<i>Renewal</i>	5/25/2013	11/25/2013	5/25/2014		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	11/25/2013	5/25/2014	5/25/2014		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		630055		<i>1st App. Dt:</i>	11/25/2003		
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		821311		<i>1st Reg. Dt:</i>	2/18/2004		
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Retail store services, mainly retail store services of books, clothing, clothing accessories, sunglasses, shoes and swimwear								
<i>Class(es) Claimed:</i>	35	<i>Classification Type:</i>	International Classification						
<i>ID:</i>	532	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	6/29/2004	<i>Update Date:</i>	1/25/2007

**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Bahamas	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Indigo Palms								
<i>Reg. Owner:</i>	Viewpoint International, Inc.	<i>Status:</i>	Published	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0035				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Mosko & Associates	<i>Agent Ref:</i>	23001248-RM						
<i>App. #</i>	26352	<i>App. Dt:</i>	11/21/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	3/1/2007	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Renewal</i>	5/21/2017	11/21/2017	12/21/2017		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	6/21/2017	12/21/2017	12/21/2017		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		26352		<i>1st App. Dt:</i>	11/21/2003		
<i>In Charge 3:</i>		<i>1st Reg. #:</i>				<i>1st Reg. Dt:</i>			
<i>Disclaimer(s):</i>									

*G&S Description:* Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)

*Class(es) Claimed:* 25, 35

*Classification Type:*

International Classification

*ID:* 437

*Active:* Yes

*Last User:* WMK

*Input Date:* 10/28/2003

*Update Date:* 4/19/2007

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Brazil	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Indigo Palms								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Allowed	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0031				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	David Do Nascimento Avogados Associados	<i>Agent Ref:</i>							
<i>App. #</i>	825964288 (c1 25)	<i>App. Dt:</i>	12/1/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	1/6/2004	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Class 25 renewal due</i>		7/3/2017			No	No	No		Yes
<i>Class 35 renewal due</i>		1/28/2018			No	No	No		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	825964288 (cl 25)		<i>1st App. Dt:</i>	12/1/2003		
<i>In Charge 3:</i>			<i>1st Reg. #:</i>			<i>1st Reg. Dt:</i>			
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)								
<i>Class(es) Claimed:</i>	25, 35			<i>Classification Type:</i>	International Classification				
<i>ID:</i>	432	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003		
						<i>Update Date:</i>	7/24/2008		

**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Venezuela	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Island Soft								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0066				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Ezagui Spitzer Law Firm	<i>Agent Ref:</i>	9340-949-1						
<i>App. #</i>	17943-03	<i>App. Dt:</i>	12/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>	12/19/2005	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Renewal</i>	6/19/2015	12/19/2015	6/19/2016		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	12/19/2015	6/19/2016	6/19/2016		Yes	Yes	Yes		Yes
<i>Renewal Prior to Aug 4, 1992</i>	6/19/2020	12/19/2020	12/19/2020		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>	17943-03	<i>1st App. Dt:</i>					12/5/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		<i>1st Reg. Dt:</i>					12/19/2005
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification				
<i>ID:</i>	470	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	3/7/2006

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Japan	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Island Soft								
<i>Reg. Owner:</i>	Viewpoint International, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0054				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Yuasa & Hara	<i>Agent Ref:</i>	YY, VT 0240-00001						
<i>App. #</i>	99341/2003	<i>App. Dt:</i>	11/10/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	4941065	<i>Reg. Dt:</i>	3/31/2006	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Review File</i>	10/10/2005	11/10/2005	11/10/2005	7/15/2004	Yes	Yes	Yes		No
<i>Renewal</i>	10/1/2015	3/31/2016	9/30/2016		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	3/30/2016	9/30/2016	9/30/2016		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		99341/2003	<i>1st App. Dt:</i>				11/10/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		4941065	<i>1st Reg. Dt:</i>				3/31/2006
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
<i>Class(es) Claimed:</i>				<i>Classification Type:</i>	International Classification				
<i>ID:</i>	458	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	5/30/2006

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	New Zealand	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Island Soft								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0062				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Pipers Patent & Trademark Attorneys	<i>Agent Ref:</i>	R/HC/110361NZ						
<i>App. #</i>	703958	<i>App. Dt:</i>	11/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	11/28/2003	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	703958	<i>Reg. Dt:</i>	11/5/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Renewal Prior Aug. 20, 2003</i>	5/5/2010	11/5/2010	11/5/2010		Yes	Yes	Yes		Yes
<i>Renewal</i>	5/5/2013	11/5/2013	11/5/2013		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		703958	<i>1st App. Dt:</i>				11/5/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		703958	<i>1st Reg. Dt:</i>				11/5/2003
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
<i>Class(es) Claimed:</i>	25	<i>Classification Type:</i>	International Classification						
<i>ID:</i>	466	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	10/2/2006

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Switzerland	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Island Soft								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0018				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Kirker & Cie SA	<i>Agent Ref:</i>							
<i>App. #</i>	5580/2003	<i>App. Dt:</i>	11/11/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>	1/13/2004	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	517181	<i>Reg. Dt:</i>	11/11/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	Final Dt	<i>Compl. Dt.</i>	IC1	IC2	IC3	<i>Notes</i>	<i>Act.</i>
<i>Review File</i>	10/11/2005	11/11/2005	11/11/2005		Yes	Yes	Yes		Yes
<i>Renewal</i>	11/11/2012	11/11/2013	5/11/2014		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	5/11/2013	5/11/2014	5/11/2014		Yes	Yes	Yes		Yes
<i>Renewal Prior Apr 1, 1993</i>	5/11/2023	11/11/2023	11/11/2023		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>	5580/2003	<i>1st App. Dt:</i>					11/11/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>	517181	<i>1st Reg. Dt:</i>					11/11/2003
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)								
<i>Class(es) Claimed:</i>	25	<i>Classification Type:</i>	International Classification						
<i>ID:</i>	418	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003	<i>Update Date:</i>	6/23/2005

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Hong Kong	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Island Soft								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>				Trademark	
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>				005.0026	
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Wilkinson & Grist	<i>Agent Ref:</i>	AC:LC:J440-ITM						
<i>App. #</i>	300111121	<i>App. Dt:</i>	11/14/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>	12/12/2003	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	300111121	<i>Reg. Dt:</i>	11/14/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	Final Dt	<i>Compl. Dt.</i>	IC1	IC2	IC3	Notes	Act.
<i>Renewal</i>	5/14/2013		11/14/2013		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		300111121	<i>1st App. Dt:</i>				11/14/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		300111121	<i>1st Reg. Dt:</i>				11/14/2003
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>				International Classification	
<i>ID:</i>	427	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003	<i>Update Date:</i>	6/23/2005

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Brazil	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Island Soft									
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Pending Application			<i>TM Type:</i>	Trademark			
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>	005.0030			
<i>Client:</i>	<i>Client Ref:</i>									
<i>Agent:</i>	David Do Nascimento Avogados Associados	<i>Agent Ref:</i>								
<i>App. #</i>	825964326	<i>App. Dt:</i>	12/1/2003	<i>Mail Dt:</i>	<i>ITU:</i>			No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	1/6/2004	<i>Allow Dt:</i>	<i>1st User Dt:</i>					
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>	<i>Com. Use Dt:</i>					
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.	
<i>Renewal</i>	11/25/2012	11/25/2013	5/25/2014		Yes	Yes	Yes		Yes	
<i>Renewal Ext #1</i>	5/25/2013	5/25/2014	5/25/2014		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>		<i>1st App. #:</i>		825964326	<i>1st App. Dt:</i>				12/1/2003	
<i>In Charge 3:</i>		<i>1st Reg. #:</i>				<i>1st Reg. Dt:</i>				
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)									
<i>Class(es) Claimed:</i>	25	<i>Classification Type:</i>				International Classification				
<i>ID:</i>	431	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003		<i>Update Date:</i>	7/24/2008

**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Bahamas	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Island Soft									
<i>Reg. Owner:</i>	Viewpoint International, Inc.	<i>Status:</i>	Published			<i>TM Type:</i>	Trademark			
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>	005.0034			
<i>Client:</i>	<i>Client Ref:</i>									
<i>Agent:</i>	Mosko & Associates	<i>Agent Ref:</i>	23001248-RM							
<i>App. #</i>	26354	<i>App. Dt:</i>	11/21/2003	<i>Mail Dt:</i>	<i>ITU:</i>			No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>	<i>1st User Dt:</i>					
<i>Reg. #:</i>	26354	<i>Reg. Dt:</i>		<i>Grant Dt.:</i>	<i>Com. Use Dt:</i>					
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.	
<i>Renewal</i>	5/21/2017	11/21/2017	12/21/2017		Yes	Yes	Yes		Yes	
<i>Renewal Ext #1</i>	6/21/2017	12/21/2017	12/21/2017		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>		<i>1st App. #:</i>		26354	<i>1st App. Dt:</i>				11/21/2003	
<i>In Charge 3:</i>		<i>1st Reg. #:</i>				<i>1st Reg. Dt:</i>				
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)									
<i>Class(es) Claimed:</i>	25	<i>Classification Type:</i>				International Classification				

ID: 436

Active: Yes

Last User: WMK

Input Date: 10/28/2003

Update Date: 7/24/2008

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Mexico	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Island Soft									
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark					
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0022					
<i>Client:</i>		<i>Client Ref:</i>								
<i>Agent:</i>	Goodrich, Riquelme y Asociados	<i>Agent Ref:</i>	T031074MX0							
<i>App. #</i>	630956	<i>App. Dt:</i>	11/25/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>				
<i>Reg. #:</i>	827036	<i>Reg. Dt:</i>	11/25/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.	
<i>Renewal</i>	5/25/2013	11/25/2013	5/25/2014		Yes	Yes	Yes		Yes	
<i>Renewal Ext #1</i>	11/25/2013	5/25/2014	5/25/2014		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>			<i>1st App. #:</i>	630956		<i>1st App. Dt:</i>	11/25/2003			
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	827036		<i>1st Reg. Dt:</i>	11/25/2003			
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)									
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification					
<i>ID:</i>	423	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003		<i>Update Date:</i>	10/17/2006

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	China (People's Republic of)	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Island Soft									
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark					
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0038					
<i>Client:</i>		<i>Client Ref:</i>								
<i>Agent:</i>	Vivien Chan & Co.	<i>Agent Ref:</i>	JA1031779							
<i>App. #</i>	3832653	<i>App. Dt:</i>	12/8/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	9/28/2006	<i>Allow Dt:</i>		<i>1st User Dt:</i>				
<i>Reg. #:</i>	3832653	<i>Reg. Dt:</i>	12/28/2006	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<i>Action</i>	<i>Rem. Dt</i>	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	<i>IC1</i>	<i>IC2</i>	<i>IC3</i>	<i>Notes</i>	<i>Act.</i>	
<i>Use Required</i>	12/28/2008	12/28/2009	12/28/2009		Yes	Yes	Yes		Yes	
<i>Renewal</i>	6/27/2016	12/27/2016	6/28/2017		Yes	Yes	Yes		Yes	
<i>Renewal Ext #1</i>	12/28/2016	6/28/2017	6/28/2017		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>		<i>1st App. #:</i>		3832653	<i>1st App. Dt:</i>				12/8/2003	
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		3832653	<i>1st Reg. Dt:</i>				12/28/2006	
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)									
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification					
<i>ID:</i>	441	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003		<i>Update Date:</i>	3/12/2007

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Canada	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Island Soft								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0014				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Gowling LaFleur Henderson LLP	<i>Agent Ref:</i>	T6/747 429CA						
<i>App. #</i>	1195865	<i>App. Dt:</i>	11/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	2/16/2005	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	TMA 677329	<i>Reg. Dt:</i>	11/20/2006	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	<i>Rem. Dt</i>	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	<i>IC1</i>	<i>IC2</i>	<i>IC3</i>	<i>Notes</i>	<i>Act.</i>
<i>Submit Evidence of Use Ext #1</i>	3/5/2007		11/3/2009	3/5/2007	Yes	Yes	Yes		No
<i>Submit Evidence of Use</i>	9/5/2006		11/3/2009	10/24/2006	Yes	Yes	Yes		No
<i>Renewal</i>	5/20/2021	11/20/2021	5/20/2022		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	11/20/2021	5/20/2022	5/20/2022		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	1195865	<i>1st App. Dt:</i>				11/5/2003
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	TMA 677329	<i>1st Reg. Dt:</i>				11/20/2006
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification				
<i>ID:</i>	412	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003	<i>Update Date:</i>	4/6/2007

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	European Union	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	Yes
<i>Mark:</i>	Island Soft								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0050				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Field Fisher Waterhouse	<i>Agent Ref:</i>	37402-00002						
<i>App. #</i>		<i>App. Dt:</i>	10/29/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	3465821	<i>Reg. Dt:</i>	10/29/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Use Required</i>	10/29/2007	10/29/2008	10/29/2008		Yes	Yes	Yes		No
<i>Renewal</i>	4/29/2013	10/29/2013	4/29/2014		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	10/29/2013	4/29/2014	4/29/2014		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>				<i>1st App. Dt:</i>			10/29/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		TMA 3465821		<i>1st Reg. Dt:</i>			10/29/2003
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification				
<i>ID:</i>	454	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	1/30/2006

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Chile	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Island Soft									
<i>Reg. Owner:</i>	Viewpoint International, Inc.	<i>Status:</i>	Published			<i>TM Type:</i>	Trademark			
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>	005.0046			
<i>Client:</i>	<i>Client Ref:</i>									
<i>Agent:</i>	Clarke, Modet & Co.	<i>Agent Ref:</i>								
<i>App. #</i>	643.958	<i>App. Dt:</i>	4/16/2004	<i>Mail Dt:</i>	3/25/2004	<i>ITU:</i>	No			
<i>Pub. #</i>	<i>Pub. Dt:</i>									
<i>Reg. #:</i>	709.088	<i>Reg. Dt:</i>	11/17/2004	<i>Grant Dt.:</i>	<i>Com. Use Dt:</i>					
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	IC1	IC2	IC3	<i>Notes</i>	<i>Act.</i>	
<i>Sent to Secretary of State</i>				11/19/2003	No	No	No	No		
<i>Rec'd Acknow of Receipt</i>	5/25/2004	5/25/2004	5/25/2004	4/23/2004	Yes	Yes	Yes	No		
<i>Renewal</i>	5/17/2004	11/17/2014	12/17/2014	Yes		Yes	Yes	Yes		
<i>Renewal Ext #1</i>	6/17/2014	12/17/2014	12/17/2014	Yes		Yes	Yes	Yes		
<i>In Charge 1:</i>										
<i>In Charge 2:</i>	<i>1st App. #:</i>		643.958	<i>1st App. Dt:</i>	4/16/2004					
<i>In Charge 3:</i>	<i>1st Reg. #:</i>		709.088	<i>1st Reg. Dt:</i>	11/17/2004					
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)									
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification					
<i>ID:</i>	450	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003		<i>Update Date:</i>	3/31/2006

**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Australia	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Island Soft									
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered			<i>TM Type:</i>	Trademark			
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>				<i>Alternate #:</i>	005.0042			
<i>Client:</i>	<i>Client Ref:</i>									
<i>Agent:</i>	Pipers Patent & Trademark Attorneys	<i>Agent Ref:</i>	M/HK/300997AU							
<i>App. #</i>	976092	<i>App. Dt:</i>	10/28/2003	<i>Mail Dt:</i>	<i>ITU:</i>			No		
<i>Pub. #</i>	<i>Pub. Dt:</i>		3/25/2004							
<i>Reg. #:</i>	976092	<i>Reg. Dt:</i>	10/28/2003	<i>Grant Dt.:</i>	<i>Com. Use Dt:</i>					
<i>Action</i>	Rem. Dt	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	IC1	IC2	IC3	<i>Notes</i>	<i>Act.</i>	
<i>Renewal</i>	4/28/2013	10/28/2013	10/28/2014	Yes		Yes	Yes	Yes		
<i>Renewal Ext #1</i>	4/28/2014	10/28/2014	10/28/2014	Yes		Yes	Yes	Yes		
<i>In Charge 1:</i>										
<i>In Charge 2:</i>	<i>1st App. #:</i>		976092	<i>1st App. Dt:</i>	10/28/2003					
<i>In Charge 3:</i>	<i>1st Reg. #:</i>		976092	<i>1st Reg. Dt:</i>	10/28/2003					



*Disclaimer(s):*

*G&S Description:* Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

*Class(es) Claimed:*

25

*Classification Type:*

International Classification

*ID:* 445

*Active:* Yes

*Last User:*

WMK

*Input Date:* 10/29/2003

*Update Date:* 10/2/2006

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Australia	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Abandoned	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0044				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Pipers Patent & Trademark Attorneys	<i>Agent Ref:</i>	M/HK/300996AU						
<i>App. #</i>	976093	<i>App. Dt:</i>	10/28/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	976093		<i>1st App. Dt:</i>	10/28/2003		
<i>In Charge 3:</i>			<i>1st Reg. #:</i>			<i>1st Reg. Dt:</i>			
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification				
<i>ID:</i>	448	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	6/23/2005

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Brazil	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Published	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0032				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	David Do Nascimento Avogados Associados	<i>Agent Ref:</i>							
<i>App. #</i>	825964270	<i>App. Dt:</i>	12/1/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	1/6/2004	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>follow on rejection</i>		8/17/2008			No	No	No		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		825964270	<i>1st App. Dt:</i>				12/1/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>			<i>1st Reg. Dt:</i>				
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
<i>Class(es) Claimed:</i>	25	<i>Classification Type:</i>	International Classification						
<i>ID:</i>	434	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003	<i>Update Date:</i>	6/9/2008

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	New Zealand	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Abandoned	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0064				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Pipers Patent & Trademark Attorneys	<i>Agent Ref:</i>	R/HC/110362NZ						
<i>App. #</i>	703959	<i>App. Dt:</i>	11/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1<sup>st</sup> User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	<i>Rem. Dt</i>	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	<i>IC1</i>	<i>IC2</i>	<i>IC3</i>	<i>Notes</i>	<i>Act.</i>
<i>Answer to Examiner's Report DUE</i>	5/5/2004		5/5/2004	10/24/2004	Yes	Yes	Yes		No
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1<sup>st</sup> App. #:</i>		703959	<i>1<sup>st</sup> App. Dt:</i>				11/5/2003
<i>In Charge 3:</i>		<i>1<sup>st</sup> Reg. #:</i>				<i>1<sup>st</sup> Reg. Dt:</i>			
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
<i>Class(es) Claimed:</i>	25	<i>Classification Type:</i>							<i>International Classification</i>
<i>ID:</i>	468	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	1/19/2007

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Hong Kong	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0064				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Wikinson & Grist	<i>Agent Ref:</i>	AC:LC:J440-3TM						
<i>App. #</i>	300111158	<i>App. Dt:</i>	11/14/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>	9/17/2004	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	300111158	<i>Reg. Dt:</i>	11/14/2013	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Instruct Associate regarding action</i>	7/7/2004	8/7/2004		7/20/2004	No	No	No		No
<i>Renewal Ins</i>	5/14/2013	11/13/2013	11/14/2013		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	300111158		<i>1st App. Dt:</i>			11/14/2003
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	300111158		<i>1st Reg. Dt:</i>			11/14/2013
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification				
<i>ID:</i>	428	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003	<i>Update Date:</i>	6/23/2005

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Mexico	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0024				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Goodrich, Riquelme y Asociados	<i>Agent Ref:</i>	T031075MX0						
<i>App. #</i>	630958	<i>App. Dt:</i>	11/15/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	827037	<i>Reg. Dt:</i>	11/25/2003	<i>Grant Dt.:</i>	3/29/2004	<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Renewal</i>	5/25/2013	11/25/2013	5/25/2014		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	11/25/2013	5/25/2014	5/25/2014		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		630958	<i>1st App. Dt:</i>				11/25/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		827037	<i>1st Reg. Dt:</i>				11/25/2003
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)								
<i>Class(es) Claimed:</i>	25	<i>Classification Type:</i>	International Classification						
<i>ID:</i>	424	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003	<i>Update Date:</i>	6/9/2008

**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Bahamas	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Viewpoint International, Inc.	<i>Status:</i>	Published	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0036				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Mosko & Associates	<i>Agent Ref:</i>	23001248-RM						
<i>App. #</i>	26355	<i>App. Dt:</i>	11/21/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	26355	<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Renewal</i>	5/21/2017	11/21/2017	12/21/2017		Yes	Yes	Yes		
<i>Renewal Ext #1</i>	6/21/2017	12/21/2017	12/21/2017		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		26355	<i>1st App. Dt:</i>				11/21/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		26355	<i>1st Reg. Dt:</i>				
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)								

*Class(es) Claimed:* 25

*Classification Type:*

International Classification

*ID:* 438

*Active:* Yes

*Last User:* WMK

*Input Date:* 10/28/2003

*Update Date:* 7/24/2008

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Switzerland	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0020				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Kirker & Cie S.A.	<i>Agent Ref:</i>							
<i>App. #</i>	5581/2003	<i>App. Dt:</i>	11/11/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>	1/13/2004	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	517,182	<i>Reg. Dt:</i>	11/11/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Review File</i>	10/11/2005	11/11/2005	11/11/2005		Yes	Yes	Yes		Yes
<i>Renewal</i>	11/11/2012	11/11/2013	5/11/2014		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	5/11/2013	5/11/2014	5/11/2014		Yes	Yes	Yes		Yes
<i>Renewal Prior Apr 1, 1993</i>	5/11/2023	11/11/2023	11/11/2023		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>	5581/2003	<i>1st App. Dt:</i>					11/11/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>	517,182	<i>1st Reg. Dt:</i>					11/11/2003
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)								
<i>Class(es) Claimed:</i>	25	<i>Classification Type:</i>			International Classification				
<i>ID:</i>	421	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003	<i>Update Date:</i>	6/23/2005

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	European Union	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0052				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Field Fisher Waterhouse	<i>Agent Ref:</i>	37403-00004						
<i>App. #</i>	3470671	<i>App. Dt:</i>	10/29/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>	7/26/2004	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	3470671	<i>Reg. Dt:</i>	10/29/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Pay Reg. Fee</i>			10/29/2005	2/14/2005	Yes	Yes	Yes		No
<i>Use Required</i>	10/29/2007	10/29/2008	10/29/2008		Yes	Yes	Yes		Yes
<i>Renewal</i>	4/29/2013	10/29/2013	4/29/2014		Yes	Yes	Yes		Yes
<i>Renewal Ext # 1</i>	10/29/2013	4/29/2014	4/29/2014		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	3470671		<i>1st App. Dt:</i>			10/29/2003
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	3470671		<i>1st Reg. Dt:</i>			10/29/2003
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification				
<i>ID:</i>	456	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	1/30/2006

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	China (People's Republic Of)	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0040				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Vivien Chan & Co.	<i>Agent Ref:</i>	JAI031779/303/326						
<i>App. #</i>	3832654	<i>App. Dt:</i>	12/8/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>	9/28/2006	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	3832654	<i>Reg. Dt:</i>	12/27/2006	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	<i>Rem. Dt</i>	<i>Due Dt</i>	<i>Final Dt</i>	<i>Compl. Dt.</i>	<i>IC1</i>	<i>IC2</i>	<i>IC3</i>	<i>Notes</i>	<i>Act.</i>
<i>Use Required</i>	12/27/2008	12/27/2009	12/27/2009		Yes	Yes	Yes		Yes
<i>Renewal</i>	6/26/2016	12/26/2016	6/27/2017		Yes	Yes	Yes		Yes
<i>Renewal Ext # 1</i>	12/27/2016	6/27/2017	6/27/2017		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>	3832654	<i>1st App. Dt:</i>					12/8/2003
<i>In Charge 3:</i>		<i>1st Reg. #:</i>	3832654	<i>1st Reg. Dt:</i>					12/27/2006
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
<i>Class(es) Claimed:</i>	25	<i>Classification Type:</i>			International Classification				
<i>ID:</i>	443	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	3/12/2007

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Venezuela	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<i>Mark:</i>	Life is One Long Weekend									
<i>Reg. Owner:</i>	Viewpoint International, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark					
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0068					
<i>Client:</i>		<i>Client Ref:</i>								
<i>Agent:</i>	Ezagui Spitzer Law Firm	<i>Agent Ref:</i>	9340-949-1							
<i>App. #</i>	17941-03	<i>App. Dt:</i>	12/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>		No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1<sup>st</sup> User Dt:</i>				
<i>Reg. #:</i>		<i>Reg. Dt:</i>	12/19/2005	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.	
<i>Renewal</i>	6/19/2015	12/19/2015	6/19/2016		Yes	Yes	Yes		Yes	
<i>Renewal Ext # 1</i>	12/19/2015	6/19/2016	6/19/2016		Yes	Yes	Yes		Yes	
<i>Renewal Prior to Aug. 4, 1992</i>	6/19/2020	12/19/2020	12/19/2020		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>		<i>1<sup>st</sup> App. #:</i>		17941-03	<i>1<sup>st</sup> App. Dt:</i>				12/5/2003	
<i>In Charge 3:</i>		<i>1<sup>st</sup> Reg. #:</i>			<i>1<sup>st</sup> Reg. Dt:</i>				12/19/2005	
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)									
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification					
<i>ID:</i>	472	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003		<i>Update Date:</i>	3/7/2006

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**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Canada	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0016				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Gowling LaFleur Henderson LLP	<i>Agent Ref:</i>	T6/747 431 CA						
<i>App. #</i>	1195866	<i>App. Dt:</i>	11/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	5/26/2004	<i>Allow Dt:</i>		<i>1<sup>st</sup> User Dt:</i>			
<i>Reg. #:</i>	TMA630632	<i>Reg. Dt:</i>	1/20/2005	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Submit Declaration</i>	9/5/2006		11/3/2009	11/5/2004	Yes	Yes	Yes		No
<i>Renewal</i>	7/20/2019	1/20/2020	7/20/2020		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	1/20/2020	7/20/2020	7/20/2020		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		1195866		<i>1<sup>st</sup> App. Dt:</i>	11/5/2003		
<i>In Charge 3:</i>		<i>1<sup>st</sup> Reg. #:</i>		TMA630632		<i>1<sup>st</sup> Reg. Dt:</i>	1/20/2005		
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (CI. 25)								
<i>Class(es) Claimed:</i>	25			<i>Classification Type:</i>	International Classification				
<i>ID:</i>	414	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003		
						<i>Update Date:</i>	1/19/2007		

**TM Rights (Essential)****Report Date: 7/24/2008**

<i>Country:</i>	Japan	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<i>Mark:</i>	Life is One Long Weekend								
<i>Reg. Owner:</i>	Viewpoint International, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0056				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Yuasa & Hara	<i>Agent Ref:</i>	YY, VT 0240-00003						
<i>App. #</i>	99343/2003	<i>App. Dt:</i>	11/10/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1<sup>st</sup> User Dt:</i>			
<i>Reg. #:</i>	4776403	<i>Reg. Dt:</i>	6/4/2004	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<i>Action</i>	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
<i>Use Required</i>	6/4/2006	6/4/2007	6/4/2007	11/5/2004	Yes	Yes	Yes		Yes
<i>Renewal</i>	12/4/2013	6/4/2014	12/4/2014		Yes	Yes	Yes		Yes
<i>Renewal Ext #1</i>	6/4/2014	12/4/2014	12/4/2014		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		99343/2003		<i>1<sup>st</sup> App. Dt:</i>	11/10/2003		
<i>In Charge 3:</i>		<i>1<sup>st</sup> Reg. #:</i>		4776403		<i>1<sup>st</sup> Reg. Dt:</i>	6/4/2004		

*Disclaimer(s):*

*G&S Description:* Men's, women's, boys' and girls' clothing, namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

*Class(es) Claimed:*

25

*Classification Type:*

International Classification

*ID:* 460

*Active:* Yes

*Last User:* WMK

*Input Date:* 10/29/2003

*Update Date:* 1/19/2007

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Chile Warning: No Third Party: No WIPO: No CTM: No

**Mark: Life Is One Long Weekend**

Reg. Owner: Viewpoint International, Inc. Status: Pending Application TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0048

Client: Client Ref:

Agent: Clarke, Model & Co. Agent Ref:

App. # 643.959 App. Dt: 4/16/2004 Mail Dt: 3/25/2004 ITU: No

Pub. # Pub. Dt: Allow Dt: 1st User Dt:

Reg. #: 709.089 Reg. Dt: 11/17/2004 Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Sent to Secretary of State				11/19/2003	No	No	No		No
Rec'd: Acknow of Receipt	5/25/2004	5/25/2004	5/25/2004	4/23/2004	Yes	Yes	Yes		No
Renewal	5/17/2014	11/17/2014	12/17/2014		Yes	Yes	Yes		Yes
Renewal Ext. #!	6/17/2014	12/17/2014	12/17/2014		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: 1st App. #: 643.959 1st App. Dt: 4/16/2004

In Charge 3: 1st Reg. #: 709.089 1st Reg. Dt: 11/17/2004

Disclaimer(s):

G&S Description: Men's, women's, boys' and girls' clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Class(es) Claimed: 25 Classification Types: International Classification

ID: 452 Active: Yes Last User: WMK Input Date: 10/29/2003 Update Date: 3/31/2006

**TM Rights (Essential)**

**Report Date: 7/24/2008**

*Country:* China (People's Republic Of)      *Warning:* No      *Third Party:* No      *WIPO:* No      *CTM:* No

**Mark**      **Liquid Silk**

*Reg. Owner:* Oxford Industries, Inc.      *Status:* Pending Application      *TM Type:* Trademark

*Owner:* Oxford Industries, Inc.      *SubStatus:*      *Alternate #:* 005.0081

*Client:*      *Client Ref:*

*Agent:*      *Agent Ref:*

*App. #*      4772190      *App. Dt:*      7/11/2005      *Mail Dt:*      *ITU:*      No

*Pub. #:*      *Pub. Dt:*      *Allow. Dt:*      *1st Use Dt:*

*Reg. #:*      *Reg. Dt:*      *Grant Dt:*      *Com. Use Dt:*

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
review file		9/10/2008			No	No	No		Yes

*In Charge 1:*

*In Charge 2:*      *1st App. #:*      4772190      *1st App. Dt:*      7/11/2005

*In Charge 3:*      *1st Reg. #:*      *1st Reg. Dt:*

*Disclaimer(s):*

*G&S Description:*      men's shirts; clothing

*Class(es) Claimed:*

*Classification Types:*      International Classification

*ID:*      634      *Active:*      Yes      *Last User:*      WMK      *Input Date:*      6/1/2005      *Update Date:*      7/24/2008

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	Taiwan	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Liquid Silk</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>				<i>Trademark</i>	
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>				005.0083	
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Saint Island	<i>Agent Ref:</i>							
<i>App. #</i>	94027442	<i>App. Dt:</i>	6/9/2005	<i>Mail Dt:</i>	3/25/2004	<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	1234580	<i>Reg. Dt:</i>	11/1/2006	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Renewal	5/1/2016	11/1/2016	5/1/2017		Yes	Yes	Yes		Yes
Renewal Ext. #!	11/1/2016	5/1/2017	5/1/2017		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		94027442		<i>1st App. Dt:</i>			6/9/2005
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		1234580		<i>1st Reg. Dt:</i>			11/1/2006
<i>G&amp;S Description:</i>	Men's shirts and clothing								
<i>Class(es) Claimed:</i>	25			<i>Classification Types:</i>		International Classification			
<i>ID:</i>	636	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	6/1/2005	<i>Update Date:</i>	1/9/2007

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	South Korea	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Liquid Silk</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Abandoned	<i>TM Type:</i>				<i>Trademark</i>	
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>				005.0083	
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Dong Won	<i>Agent Ref:</i>							
<i>App. #</i>	40-2005-27225	<i>App. Dt:</i>	6/14/2005	<i>Mail Dt:</i>	3/25/2004	<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	40-2005-27225		<i>1st App. Dt:</i>			6/14/2005
<i>In Charge 3:</i>			<i>1st Reg. #:</i>			<i>1st Reg. Dt:</i>			
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	shirts								
<i>Class(es) Claimed:</i>	25			<i>Classification Types:</i>				<i>International Classification</i>	
<i>ID:</i>	638	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	6/1/2005	<i>Update Date:</i>	9/24/2007

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: South Korea Warning: No Third Party: No WIPO: No CTM: No

**Mark: Oxford**

Reg. Owner: Oxford Industries, Inc. Status: Registered TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0012

Client: Client Ref:

Agent: Dong Won Agent Ref:

App. # App. Dt: Mail Dt: ITU: No

Pub. # Pub. Dt: Allow Dt: 1st User Dt:

Reg. #: 41404 Reg. Dt: 2/7/1995 Grant Dt.: Com. Use Dt:

**Action Rem. Dt Due Dt Final Dt Compl. Dt IC1 IC2 IC3 Notes Act.**

Renewal Due 12/7/2014 2/7/2015 No No No Yes

In Charge 1:

In Charge 2: 1st App. #: 1st App. Dt:

In Charge 3: 1st Reg. #: 41404 1st Reg. Dt: 2/7/1995

Disclaimer(s):

G&S Description: Dress shirts, sports shirts, jackets, dress coats, neckties, hats, caps, jumpers, skirts, sarongs, slacks, shorts, pants, vests, blouses, casual shirts, knit shirts, sweaters, t-shirts, sweat shirts, polo shirts, cadigans, trousers, suits, shawls, capes, anoraks, mantles, blousons, scarves and gloves

Class(es) Claimed: 25 Classification Types: International Classification

ID: 607 Active: Yes Last User: WMK Input Date: 1/19/2005 Update Date: 9/21/2005

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Canada Warning: No Third Party: No WIPO: No CTM: No

**Mark: Oxford Apparel**

Reg. Owner: Oxford Industries, Inc. Status: Published TM Type:

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0111

Client: Client Ref:

Agent: Agent Ref:

App. # 1340904 App. Dt: 3/26/2007 Mail Dt: ITU: Yes

Pub. # Pub. Dt: 10/10/2007 Allow Dt: 1st User Dt:

Reg. #: Reg. Dt: Grant Dt: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
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Submit Evidence of Use	1/27/2010	<b>3/26/2010</b>	3/27/2013		Yes	Yes	Yes		Yes
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Submit Evidence of Use Ext #1	7/27/2010	<b>9/27/2010</b>	3/27/2013		Yes	Yes	Yes		Yes
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Submit Evidence of Use Ext #2	1/27/2011	<b>3/27/2013</b>	3/27/2013		Yes	Yes	Yes		Yes
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Submit Evidence of Use Ext #3	7/27/2011	<b>9/27/2011</b>	3/27/2013		Yes	Yes	Yes		Yes
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Submit Evidence of Use Ext #4	1/27/2012	<b>3/27/2012</b>	3/27/2013		Yes	Yes	Yes		Yes
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Submit Evidence of Use Ext #5	7/27/2012	<b>9/27/2012</b>	3/27/2013		Yes	Yes	Yes		Yes
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Submit Evidence of Use Ext #6	1/27/2013	<b>3/27/2013</b>	3/27/2013		Yes	Yes	Yes		Yes
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In Charge 1:

In Charge 2: 1st App. #: 1340904 1st App. Dt: 3/27/2007

In Charge 3: 1st Reg. #: 1st Reg. Dt:

Disclaimer(s):

G&S Description: Men's shirts

Class(es) Claimed: 25 Classification Types: International Classification

ID: 989 Active: Yes Last User: WMK Input Date: 3/27/2007 Update Date 10/23/2007

**TM Rights (Essential)****Report Date: 74/24/2008**

<i>Country:</i>	United States	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Oxford Golf</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Published	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0072				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>		<i>Agent Ref:</i>							
<i>App. #</i>	76519622	<i>App. Dt:</i>	5/20/2003	<i>Mail Dt:</i>		<i>ITU:</i>	Yes		
<i>Pub. #</i>		<i>Pub. Dt:</i>	8/23/2005	<i>Allow Dt:</i>		<i>1<sup>st</sup> User Dt:</i>	11/15/2003		
<i>Reg. #:</i>	3014444	<i>Reg. Dt:</i>	11/15/2005	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Office Action Response	4/15/2004	<b>6/15/2004</b>		6/7/2004	No	No	No		No
Office Action Response	11/17/2004	<b>12/17/2004</b>		12/16/2004	No	No	No		No
Affidavit of Use	11/15/2010	<b>11/15/2011</b>	5/15/2012		Yes	Yes	Yes		Yes
Incontestability	11/15/2010	<b>11/15/2011</b>	5/15/2012		Yes	Yes	Yes		Yes
Affidavit of Use Ext #1	5/15/2011	<b>5/15/2012</b>	5/15/2012		Yes	Yes	Yes		Yes
Incontestability	5/15/2011	<b>5/15/2012</b>	5/15/2012		Yes	Yes	Yes		Yes
Affidavit of Use at Renewal	11/15/2014	<b>11/15/2015</b>	5/15/2016		Yes	Yes	Yes		Yes
Renewal	11/15/2014	<b>11/15/2015</b>	5/15/2016		Yes	Yes	Yes		Yes
Affidavit of Use at Renewal Ext #1	5/15/2015	<b>5/15/2016</b>	5/15/2016		Yes	Yes	Yes		Yes
Renewal Ext #1	5/15/2015	<b>5/15/2016</b>	5/15/2016		Yes	Yes	Yes		Yes
Renewal Prior Nov 16, 1989	5/15/2025	<b>11/15/2025</b>	5/15/2026		Yes	Yes	Yes		Yes
Renewal Prior Nov 16, 1989 Ext #1	11/15/2025	<b>5/15/2026</b>	5/15/2026		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1<sup>st</sup> App. #:</i>		76519622		<i>1<sup>st</sup> App. Dt:</i>	5/20/2003		
<i>In Charge 3:</i>		<i>1<sup>st</sup> Reg. #:</i>		3014444		<i>1<sup>st</sup> Reg. Dt:</i>	11/15/2005		
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	men's shirts, sweaters, vests and shorts								
<i>Class(es) Claimed:</i>	25			<i>Classification Types:</i>	International Classification				
<i>ID:</i>	485	<i>Active:</i>	Yes	<i>Last User:</i>	WMK		<i>Input Date:</i>	2/3/2004	
							<i>Update Date</i>	11/21/2005	

**TM Rights (Essential)****Report Date: 74/24/2008**

<i>Country:</i>	United States	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Oxford Golf Collection</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>					
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0103				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>		<i>Agent Ref:</i>							
<i>App. #</i>	78766553	<i>App. Dt:</i>	12/5/2005	<i>Mail Dt:</i>		<i>ITU:</i>	Yes		

<i>Pub. #</i>		<i>Pub. Dt:</i>	1/2/2007	<i>Allow Dt:</i>	3/27/2007	<i>1<sup>st</sup> User Dt:</i>				
<i>Reg. #:</i>	3399710	<i>Reg. Dt:</i>	3/18/2008	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>	
Office Action Due				10/10/2006	No	No	No		No	
Submit Evidence of Use	8/27/2007		3/27/2007	9/20/2007	Yes	Yes	Yes		No	
Affidavit of Use	3/18/2013	<b>3/18/2014</b>	9/18/2014		Yes	Yes	Yes		Yes	
Incontestability	3/18/2013	<b>3/18/2014</b>	9/18/2014		Yes	Yes	Yes		Yes	
Affidavit of Use Ext #1	9/18/2013	<b>9/18/2014</b>	9/18/2014		Yes	Yes	Yes		Yes	
Incontestability Ext #1	9/18/2013	<b>9/18/2014</b>	9/18/2014		Yes	Yes	Yes		Yes	
Affidavit of Use at Renewal	3/18/2017	<b>3/18/2018</b>	9/18/2018		Yes	Yes	Yes		Yes	
Renewal	3/18/2017	<b>3/18/2018</b>	9/18/2018		Yes	Yes	Yes		Yes	
Affidavit of Use at Renewal Ext #1	5/15/2015	<b>5/15/2016</b>	5/15/2016		Yes	Yes	Yes		Yes	
Renewal Ext #1	9/18/2017	<b>9/18/2017</b>	9/18/2018		Yes	Yes	Yes		Yes	
Renewal Prior Nov 16, 1989	9/18/2077	<b>3/18/2028</b>	6/18/2028		Yes	Yes	Yes		Yes	
Renewal Prior Nov 16, 1989 Ext #1	12/18/2027	<b>6/18/2028</b>	6/18/2028		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>			<i>1<sup>st</sup> App. #:</i>	78766553	<i>1<sup>st</sup> App. Dt:</i>			12/5/2005		
<i>In Charge 3:</i>			<i>1<sup>st</sup> Reg. #:</i>	3399710	<i>1<sup>st</sup> Reg. Dt:</i>			3/18/2008		
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Pants, shirts, sweaters									
<i>Class(es) Claimed:</i>	25			<i>Classification Types:</i>			International Classification			
<i>ID:</i>	948	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>		8/24/2006	<i>Update Date</i>	3/21/2008

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	European Union	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	Yes	
<b>Mark:</b>	<b>Oxford Golf Collection and Design</b>									
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark					
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0099					
<i>Client:</i>		<i>Client Ref:</i>								
<i>Agent:</i>		<i>Agent Ref:</i>	C/em5.008.727							
<i>App. #</i>	5.008.727	<i>App. Dt:</i>	4/10/2006	<i>Mail Dt:</i>		<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>	10/2/2006	<i>Allow Dt:</i>		<i>1st User Dt:</i>				
<i>Reg. #:</i>	5.008.727	<i>Reg. Dt:</i>	3/12/2007	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>	
Use Required	3/12/2011	<b>3/12/20123/ 12/2012</b>			Yes	Yes	Yes		Yes	
Renewal Required	3/10/2016	<b>4/10/2016</b>			No	No	No		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>			<i>1st App. #:</i>	5.008.727		<i>1st App. Dt:</i>	4/10/2006			
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	5.008.727		<i>1st Reg. Dt:</i>	3/12/2007			
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	Clothing, footwear, headgear									
<i>Class(es) Claimed:</i>	25			<i>Classification Types:</i>	International Classification					
<i>ID:</i>	797	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	4/17/2006		<i>Update Date</i>	4/9/2007

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Canada Warning: No Third Party: No WIPO: No CTM: No

**Mark: Oxford Shirtmakers**

Reg. Owner: Oxford Industries, Inc. Status: Published TM Type:

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0110

Client: Client Ref:

Agent: Agent Ref:

App. # 1340908 App. Dt: 3/26/2007 Mail Dt: ITU: Yes

Pub. # Pub. Dt: 3/12/2008 Allow Dt: 1st User Dt:

Reg. #: Reg. Dt: Grant Dt: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Submit Evidence of Use	1/27/2010	<b>3/27/2010</b>	3/27/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #1	7/27/2010	<b>9/27/2010</b>	3/27/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #2	1/27/2011	<b>3/27/2011</b>	3/27/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #3	7/27/2011	<b>9/27/2011</b>	3/27/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use #4	1/27/2013	<b>3/27/2012</b>	3/27/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use #5	7/27/2012	<b>9/27/2012</b>	3/27/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #6	1/27/2013	<b>3/27/2013</b>	3/27/2013		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: 1st App. #: 1340908 1st App. Dt: 3/27/2007

In Charge 3: 1st Reg. #: 1st Reg. Dt:

Disclaimer(s):

G&S Description: Men's shirts

Class(es) Claimed: 25 Classification Types: International Classification

ID: 988 Active: Yes Last User: WMK Input Date: 3/27/2007 Update Date 6/9/2008

**TM Rights (Essential)**

**Report Date: 7/24/2008**

<i>Country:</i>	Italy	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No		
<b>Mark:</b>	<b>Oxford Shirtmakers</b>										
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>	Trademark						
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0011						
<i>Client:</i>		<i>Client Ref:</i>									
<i>Agent:</i>	Fiammenghi-Fiammenghi	<i>Agent Ref:</i>	21.531								
<i>App. #</i>		<i>App. Dt:</i>		<i>Mail Dt:</i>		<i>ITU:</i>	No				
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>					
<i>Reg. #:</i>	169078	<i>Reg. Dt:</i>	11/8/1993	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>					
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>		
Renewal handled through foreign counsel	5/9/2003	<b>11/9/2003</b>		11/9/2003	No	No	No		No		
<i>In Charge 1:</i>											
<i>In Charge 2:</i>		<i>1st App. #:</i>				<i>1st App. Dt:</i>					
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		169078		<i>1st Reg. Dt:</i>	11/8/1993				
<i>Disclaimer(s):</i>											
<i>G&amp;S Description:</i>	Clothing										
<i>Class(es) Claimed:</i>	25			<i>Classification Types:</i>	International Classification						
<i>ID:</i>	97	<i>Active:</i>	Yes	<i>Last User:</i>	WMK		<i>Input Date:</i>	1/1/2003		<i>Update Date</i>	7/24/2008

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Canada Warning: No Third Party: No WIPO: No CTM: No

**Mark: Oxford Traveler**

Reg. Owner: Oxford Industries, Inc. Status: Published TM Type:

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0112

Client: Client Ref:

Agent: Agent Ref:

App. # 1340907 App. Dt: 3/26/2007 Mail Dt: ITU: Yes

Pub. # Pub. Dt: 10/10/2007 Allow Dt: 1st User Dt:

Reg. #: Reg. Dt: Grant Dt: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Submit Evidence of Use	1/26/2010	<b>3/26/2010</b>	3/26/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #1	7/26/2010	<b>9/26/2010</b>	3/26/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #2	1/26/2011	<b>3/26/2011</b>	3/26/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #3	7/26/2011	<b>9/26/2011</b>	3/26/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use #4	1/26/2012	<b>3/26/2012</b>	3/26/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use #5	7/26/2012	<b>9/26/2012</b>	3/26/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #6	1/26/2013	<b>3/26/2013</b>	3/26/2013		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: 1st App. #: 1340907 1st App. Dt: 3/26/2007

In Charge 3: 1st Reg. #: 1st Reg. Dt:

Disclaimer(s):

G&S Description: men's shirts

Class(es) Claimed: Classification Types: No classification

ID: 990 Active: Yes Last User: WMK Input Date: 3/27/2007 Update Date 10/23/2007

**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	United States	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No	
<b>Mark:</b>	<b>Oxford 1</b>									
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Pending Application			<i>TM Type:</i>	Trademark			
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0071					
<i>Client:</i>		<i>Client Ref:</i>								
<i>Agent:</i>		<i>Agent Ref:</i>								
<i>App. #</i>	78354017	<i>App. Dt:</i>	1/20/2004	<i>Mail Dt:</i>		<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>	7/12/2005	<i>Allow Dt:</i>		<i>1st User Dt:</i>	1/1/1961			
<i>Reg. #:</i>	3003702	<i>Reg. Dt:</i>	10/4/2005	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>				
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>	
Office Action Response	1/20/2005			2/10/2005	No	No	No		No	
Affidavit of Use	10/4/2010	<b>10/4/2011</b>	4/4/2012		Yes	Yes	Yes		Yes	
Incontestability	10/4/2010	<b>10/4/2011</b>	4/4/2012		Yes	Yes	Yes		Yes	
Affidavit of Use Ext #1	4/4/2011	<b>4/4/2012</b>	4/4/2012		Yes	Yes	Yes		Yes	
Incontestability Ext #1	4/4/2011	<b>4/4/2012</b>	4/4/2012		Yes	Yes	Yes		Yes	
Affidavit of Use at Renewal	10/4/2014	<b>10/4/2015</b>	4/4/2016		Yes	Yes	Yes		Yes	
Renewal	10/4/2014	<b>10/4/2015</b>	4/4/2016		Yes	Yes	Yes		Yes	
Affidavit of Use at Renewal Ext #1	4/4/2015	4/4/2016	4/4/2016		Yes	Yes	Yes		Yes	
Renewal Ext #1	4/4/2015	<b>4/4/2016</b>	4/4/2016		Yes	Yes	Yes		Yes	
Renewal Prior Nov 16, 1989	4/4/2025	<b>10/4/2025</b>	4/4/2026		Yes	Yes	Yes		Yes	
Renewal Prior Nov 16, 1989 Ext #1	10/4/2025	<b>4/4/2026</b>	4/4/2026		Yes	Yes	Yes		Yes	
<i>In Charge 1:</i>										
<i>In Charge 2:</i>		<i>1st App. #:</i>		78354017	<i>1st App. Dt:</i>				1/20/2004	
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		3003702	<i>1st Reg. Dt:</i>				10/4/2005	
<i>Disclaimer(s):</i>										
<i>G&amp;S Description:</i>	custom manufacture of clothing for private label brand owners at the wholesale level									
<i>Class(es) Claimed:</i>	40	<i>Classification Types:</i>							<i>International Classification</i>	
<i>ID:</i>	559	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	8/11/2004		<i>Update Date</i>	10/17/2005

**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	European Union	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	Yes
<b>Mark:</b>	<b>Purveyor of Island Lifestyles</b>								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Registered			<i>TM Type:</i>	Trademark		
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0053				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Field Fisher Waterhouse	<i>Agent Ref:</i>	37402-00005						
<i>App. #</i>	3470689	<i>App. Dt:</i>	10/29/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		

<i>Pub. #</i>		<i>Pub. Dt:</i>	7/26/2004	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	3470689	<i>Reg. Dt:</i>	10/29/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Renewal Due	9/29/2013	<b>10/29/2013</b>			No	No	No		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>									
			<i>1st App. #:</i>	3470689		<i>1st App. Dt:</i>			10/29/2003
<i>In Charge 3:</i>									
			<i>1st Reg. #:</i>	3470689		<i>1st Reg. Dt:</i>			10/29/2003
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear (cl. 35)								
<i>Class(es) Claimed:</i>	25, 35			<i>Classification Types:</i>		International Classification			
<i>ID:</i>	457	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date</i>	1/30/2006

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**TM Rights (Essential)**

**Report Date: 7/24/2008**

Country: Switzerland Warning: No Third Party: No WIPO: No CTM: No

**Mark: Purveyor of Island Lifestyles**

Reg. Owner: Tommy Bahama Group, Inc. Status: Registered TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0021

Client: Client Ref:

Agent: Kirker & Cie S.A. Agent Ref:

App. # 5579/2003 App. Dt: 11/11/2003 Mail Dt: ITU: No

Pub. # Pub. Dt: Allow Dt: 1st User Dt:

Reg. #: 517969 Reg. Dt: 11/11/2003 Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
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Priority docs received				11/20/2003	No	No	No		No
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Review File	10/11/2005	<b>11/11/2005</b>	11/11/2005		Yes	Yes	Yes		Yes
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Renewal	11/11/2012	<b>11/11/2013</b>	5/11/2014		Yes	Yes	Yes		Yes
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Renewal Ext #1	5/11/2013	<b>5/11/2014</b>	5/11/2014		Yes	Yes	Yes		Yes
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Renewal Prior Apr 1, 1993	5/11/2023	<b>11/11/2023</b>	11/11/2023		Yes	Yes	Yes		Yes
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*In Charge 1:*

*In Charge 2:* Ist App. #: 5578/2003 1st App. Dt: 11/11/2003

*In Charge 3:* Ist Reg. #: 517969 1st Reg. Dt: 11/11/2003

*Disclaimer(s):*

*G&S Description:* Men's, women's boys' and girls' clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear (cl. 35)

*Class(es) Claimed:* 25, 35 *Classification Types:* International Classification

*ID:* 422 *Active:* Yes *Last User:* WMK *Input Date:* 10/28/2003 *Update Date:* 6/23/2005

**TM Rights (Essential)**

**Report Date: 7/24/2008**

Country: Hong Kong Warning: No Third Party: No WIPO: No CTM: No

**Mark: Purveyor of Island Lifestyles**

Reg. Owner: Tommy Bahama Group, Inc. Status: Registered TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0029

Client: Client Ref:

Agent: Wilkinson & Grist Agent Ref: AC:LC:J440-4TM

App. # 300111176 App. Dt: 11/14/2003 Mail Dt: ITU: No

Pub. # Pub. Dt: 9/17/2004 Allow Dt: 1st User Dt:

Reg. #: 300111176 Reg. Dt: 11/14/2003 Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Instruct associate re action	7/25/2004	<b>8/25/2004</b>		7/15/2004	No	No	No		No
Renewal	5/14/2013	<b>11/13/2013</b>	11/14/2013		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: 1st App. #: 300111176 1st App. Dt: 11/14/2003

In Charge 3: 1st Reg. #: 300111176 1st Reg. Dt: 11/14/2003

Disclaimer(s):

G&S Description: Men's, women's boys' and girls' clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear (cl. 35)

Class(es) Claimed: 25, 35 Classification Types: International Classification

ID: 430 Active: Yes Last User: WMK Input Date: 10/28/2003 Update Date 6/23/2005

**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	Canada	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Purveyor of Island Lifestyles</b>								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Published	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0017a				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Gowling LaFleur Henderson LLP	<i>Agent Ref:</i>	T6/747 432 CA						
<i>App. #</i>	1195868	<i>App. Dt:</i>	11/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>		Yes	
<i>Pub. #</i>		<i>Pub. Dt:</i>	3/16/2005	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	688460	<i>Reg. Dt:</i>	5/29/2007	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Renewal	11/29/2021	<b>5/29/2022</b>	11/29/2022		Yes	Yes	Yes		Yes
Renewal Ext #1	5/29/2022	<b>11/29/2022</b>	11/29/2022		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>		<i>1st App. #:</i>		1195868		<i>1st App. Dt:</i>		11/5/2003	
<i>In Charge 3:</i>		<i>1st Reg. #:</i>		688460		<i>1st Reg. Dt:</i>		5/29/2007	
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's boys' and girls' clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)								
<i>Class(es) Claimed:</i>	25, 35			<i>Classification Types:</i>	International Classification				
<i>ID:</i>	417	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/28/2003	<i>Update Date</i> 4/16/2008	

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Brazil Warning: No Third Party: No WIPO: No CTM: No

**Mark: Purveyor of Island Lifestyles**

Reg. Owner: Tommy Bahama Group, Inc. Status: Published TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0033

Client: Client Ref:

Agent: David Do Nascimento Avogados Associados Agent Ref:

App. #: 825964300 App. Dt: 12/1/2003 Mail Dt: ITU: No

Pub. #: Pub. Dt: 1/6/2004 Allow Dt: 1st User Dt:

Reg. #: Reg. Dt: Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Follow with Brazilian counsel		8/12/2008			No	No	No		Yes

In Charge 1:

In Charge 2: 1st App. #: 825964300 1st App. Dt: 12/1/2003

In Charge 3: 1st Reg. #: 1st Reg. Dt:

Disclaimer(s):

G&S Description: Men's, women's boys' and girls' clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)

Class(es) Claimed: 25, 35 Classification Types: International Classification

ID: 435 Active: Yes Last User: WMK Input Date: 10/28/2003 Update Date 3/12/2008

**TM Rights (Essential)**

**Report Date: 7/24/2008**

Country: Bahamas Warning: No Third Party: No WIPO: No CTM: No

**Mark: Purveyor of Island Lifestyles**

Reg. Owner: Viewpoint International, Inc. Status: Published TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0037

Client: Client Ref:

Agent: Mosko & Associates Agent Ref: 23001248-RM

App. # 26353 App. Dt: 11/21/2003 Mail Dt: ITU: No

Pub. # Pub. Dt: 1/6/2004 Allow Dt: 1st User Dt:

Reg. #: 26353 Reg. Dt: Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Renewal	5/21/2017	11/21/2017	12/21/2017		Yes	Yes	Yes		Yes
Renewal Ext #1	6/21/2017	12/21/2017	12/21/2017		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: 1st App. #: 26353 1st App. Dt: 11/21/2003

In Charge 3: 1st Reg. #: 26353 1st Reg. Dt:

Disclaimer(s):

G&S Description: Men's, women's boys' and girls' clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)

Class(es) Claimed: 25, 35 Classification Types: International Classification

ID: 439 Active: Yes Last User: WMK Input Date: 10/28/2003 Update Date 7/24/2008



**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: China (People's Republic Of)      Warning: No      Third Party: No      WIPO: No      CTM: No

**Mark:**      **Purveyor of Island Lifestyles**

Reg. Owner: Tommy Bahama Group, Inc.      Status: Registered      TM Type: Trademark

Owner: Oxford Industries, Inc.      SubStatus:      Alternate #: 005.0041

Client:      Client Ref:

Agent: Vivien Chan & Co.      Agent Ref: JA1031779/303/326

App. #: 3832650      App. Dt: 12/8/2003      Mail Dt: 3/25/2004      ITU: No

Pub. #:      Pub. Dt: 9/7/2006      Allow Dt:      1st User Dt:

Reg. #: 3832650      Reg. Dt: 12/7/2006      Grant Dt.:      Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Use Required	12/7/2008	<b>12/7/2009</b>	12/7/2009		Yeas	Yes	Yes		Yes
Renewal	6/6/2016	<b>12/6/2016</b>	6/7/2017		Yes	Yes	Yes		No
Renewal Ext. #!	12/7/2016	<b>6/7/2017</b>	6/7/2017		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2:      1st App. #: 3832650      1st App. Dt: 12/8/2003

In Charge 3:      1st Reg. #: 3832650      1st Reg. Dt: 12/7/2006

Disclaimer(s):

G&S Description: Men's, women's, boys' and girls' clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Class(es) Claimed: 25      Classification Types: International Classification

ID: 444      Active: Yes      Last User: WMK      Input Date: 10/29/2003      Update Date: 7/21/2008

**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	China (People's Republic Of)	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Purveyor of Island Lifestyles</b>								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Pending Application	<i>TM Type:</i>	Service Mark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0041.1				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>		<i>Agent Ref:</i>							
<i>App. #</i>	3832651	<i>App. Dt:</i>	12/8/2003	<i>Mail Dt:</i>	<i>ITU:</i>	No			
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>	<i>1st User Dt:</i>				
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>	<i>Com. Use Dt:</i>				
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
follow up with pre counsel		<b>9/15/2008</b>			No	No	No		Yes
Renewal	6/6/2016	<b>12/6/2016</b>	6/7/2017		Yes	Yes	Yes		No
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	3832651			<i>1st App. Dt:</i>		12/8/2003
<i>In Charge 3:</i>			<i>1st Reg. #:</i>				<i>1st Reg. Dt:</i>		
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Promotion and sales for others of books, clothing, clothing accessories, sunglasses, shoes and swimwear in Class 35								
<i>Class(es) Claimed:</i>	35			<i>Classification Types:</i>	International Classification				
<i>ID: 587</i>	<i>Active:</i> Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	12/21/2004		<i>Update Date:</i>	7/24/2008	

**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	Chile	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Purveyor of Island Lifestyles</b>								
<i>Reg. Owner:</i>	Viewpoint International, Inc.	<i>Status:</i>	Published	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0049				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Clarke, Modet & Co.	<i>Agent Ref:</i>							
<i>App. #</i>	643.963/643.961	<i>App. Dt:</i>	4/16/2004	<i>Mail Dt:</i>	3/25/2004	<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>	<i>1st User Dt:</i>				
<i>Reg. #:</i>	70.090/709.091	<i>Reg. Dt:</i>	11/17/2004	<i>Grant Dt.:</i>	<i>Com. Use Dt:</i>				
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Sent to Secretary of State				11/19/2003	No	No	No		No
Rec'd: Acknow of Receipt	5/25/2004	<b>5/25/2004</b>	5/25/2004	4/23/2004	Yes	Yes	Yes		No
Renewal	5/17/2004	<b>11/17/2014</b>	12/17/2014		Yes	Yes	Yes		Yes
Renewal Ext #1	6/17/2014	<b>12/17/2014</b>	12/17/2014		Yes	Yes	Yes		No
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	643.963/643.961			<i>1st App. Dt:</i>		4/16/2004

*In Charge 3:*

*1st Reg. #:*

70.090/709.091

*1st Reg. Dt:*

11/17/2004

*Disclaimer(s):*

*G&S Description:*

Men's, women's boys' and girls' clothing; namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Commercial Establishment in Class 9, 16, 25 for Metropolitan Region

*Class(es) Claimed:*

9, 16, 25

*Classification Types:*

International Classification

*ID:* 453

*Active:* Yes

*Last User:*

WMK

*Input Date:* 10/29/2003

*Update Date:* 3/31/2006

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Japan Warning: No Third Party: No WIPO: No CTM: No

**Mark:** Purveyor of island Lifestyles

Reg. Owner: Viewpoint International, Inc. Status: Published TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0057

Client: Client Ref:

Agent: Yuasa & Hara Agent Ref:

App. # 993444/2003 App. Dt: 11/10/2003 Mail Dt: ITU: No

Pub. # Pub. Dt: 11/20/2004 Allow Dt: 1st User Dt:

Reg. #: 4814382 Reg. Dt: 10/29/2004 Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Office Action Response	7/21/2004	<b>8/21/2004</b>		7/15/2004	No	No	No		No
Pay Registration Fee	10/25/2004	<b>11/5/2004</b>		10/18/2004	No	No	No		No
Opposition Procedure(s) Ends	1/20/2005	<b>1/20/2005</b>	1/20/2005		Yes	Yes	Yes		Yes
Use Required	10/29/2006	<b>10/29/2007</b>			Yes	Yes	Yes		Yes
Renewal	4/29/2014	<b>10/29/2014</b>	4/29/2015		Yes	Yes	Yes		Yes
Renewal Ext #1	10/29/2014	<b>4/29/2015</b>	4/29/2015		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: 1st App. #: 993444/2003 1st App. Dt: 11/10/2003

In Charge 3: 1st Reg. #: 4814382 1st Reg. Dt: 10/29/2004

Disclaimer(s):

G&S Description: Men's, women's, boys' and girls' clothing: namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear (cl. 35)

Class(es) Claimed: 25,35 Classification Types: International Classification

ID: 461 Active: Yes Last User: WMK Input Date: 10/29/2003 Update Date: 6/23/2005

**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	New Zealand	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Purveyor of Island Lifestyles</b>								
<i>Reg. Owner:</i>	Tommy Bahama Group, Inc.	<i>Status:</i>	Published	<i>TM Type:</i>	Trademark				
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>	005.0065				
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Pipers Patent & Trademark Attorneys	<i>Agent Ref:</i>	R/HC/110364NZ						
<i>App. #</i>	703961	<i>App. Dt:</i>	11/5/2003	<i>Mail Dt:</i>		<i>ITU:</i>	No		
<i>Pub. #</i>		<i>Pub. Dt:</i>	11/28/2003	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	703961	<i>Reg. Dt:</i>	6/6/2003	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Renewal Prior Aug. 20, 2003	5/5/2010	<b>11/5/2010</b>	11/5/2010		Yes	Yes	Yes		Yes
Renewal	1/6/2003	<b>6/6/2013</b>	11/5/2013		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	703961		<i>1st App. Dt:</i>	11/5/2003		
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	703961		<i>1st Reg. Dt:</i>	6/6/2003		
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's, women's, boys' and girls' clothing: namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)								
	Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)								
<i>Class(es) Claimed:</i>	25,35			<i>Classification Types:</i>	International Classification				
<i>ID:</i>	469	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	10/29/2003	<i>Update Date:</i>	10/2/2006



**TM Rights (Essential)**

**Report Date: 7/24/2008**

Country: Venezuela Warning: No Third Party: No WIPO: No CTM: No

**Mark: Purveyor of Island Lifestyles**

Reg. Owner: Viewpoint International, Inc. Status: Published TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0069

Client: Client Ref:

Agent: Ezagui Spitzer Law Firm Agent Ref: 9340-949-1

App. # 17940-03 App. Dt: 12/5/2003 Mail Dt: ITU: No

Pub. # Pub. Dt: Allow Dt: 1st User Dt:

Reg. #: Reg. Dt: 12/19/2005 Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Priority documents filed				12/12/2003	No	No	No		No
Renewal	6/19/2015	12/19/2015	6/19/2016		Yes	Yes	Yes		Yes
Renewal Ext #1	12/19/2015	6/19/2016	6/19/2016		Yes	Yes	Yes		Yes
Renewal Prior to Aug. 4, 1992	6/19/2020	12/19/2020	12/19/2020		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: Ist App. #: 17940-03 1st App. Dt: 12/5/2003

In Charge 3: Ist Reg. #: 1st Reg. Dt: 12/19/2005

Disclaimer(s):

G&S Description: Men's, women's, boys' and girls' clothing: namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs, (Cl. 25)

Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (cl. 35)

Class(es) Claimed: 25, 35 Classification Types: International Classification

ID: 473 Active: Yes Last User: WMK Input Date: 10/29/2003 Update Date: 7/24/2008

**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Australia Warning: No Third Party: No WIPO: No CTM: No

**Mark: Purveyor of Island Lifestyles**

Reg. Owner: Tommy Bahama Group, Inc. Status: Published TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0045

Client: Client Ref:

Agent: Pipers Patent & Trademark Attorneys Agent Ref: M/HK/300996AU

App. #: 976091 App. Dt: 10/28/2003 Mail Dt: ITU: No

Pub. #: Pub. Dt: 11/27/2003 Allow Dt: 1st User Dt:

Reg. #: 976091 Reg. Dt: 10/18/2003 Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Renewal Prior to Jan 1, 1996	10/28/2009	<b>10/28/2010</b>	10/28/2011		Yes	Yes	Yes		Yes
Renewal Prior to Jan. 1, 1996 Ext #1	10./28/2010	<b>10/28/2011</b>	10/28/2012		Yes	Yes	Yes		Yes
Renewal	4/28/2013	<b>10/28/2013</b>	10/28/2014		Yes	Yes	Yes		Yes
Renewal Ext #1	4/28/2014	<b>10/28/2014</b>	10/28/2014		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: Ist App. #: 976091 1st App. Dt: 10/28/2003

In Charge 3: Ist Reg. #: 976091 1st Reg. Dt: 10/18/2003

Disclaimer(s):

G&S Description: Men's, women's, boys' and girls' clothing: namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Retail store services featuring books, clothing, clothing accessories, sunglasses, shoes, and swimwear. (Cl. 35)

Class(es) Claimed: 25, 35 Classification Types: International Classification

ID: 449 Active: Yes Last User: WMK Input Date: 10/29/2003 Update Date: 10/24/2006

**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Canada Warning: No Third Party: No WIPO: No CTM: No

**Mark:** Purveyor of Island Lifestyles

Reg. Owner: Tommy Bahama Group, Inc. Status: Published TM Type:

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0017

Client: Client Ref:

Agent: Agent Ref:

App. # 1135051 App. Dt: 3/21/2002 Mail Dt: ITU: No

Pub. # Pub. Dt: Allow Dt: 1st User Dt:

Reg. #: TM 637465 Reg. Dt: 4/15/2005 Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Renewal	10/15/2019	4/15/2020	10/15/2020		Yes	Yes	Yes		Yes
Renewal Ext #1	4/15/2020	10/15/2020	10/15/2020		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: 1st App. #: 1135051 1st App. Dt: 3/21/2002

In Charge 3: 1st Reg. #: TM 637465 1st Reg. Dt: 4/15/2005

Disclaimer(s):

G&S Description: Retail store services featuring clothing and general consumer goods

Class(es) Claimed: Classification Types: International Classification

ID: 997 Active: Yes Last User: WMK Input Date: 4/6/2007 Update Date: 9/24/2007



**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Mexico Warning: No Third Party: No WIPO: No CTM: No

**Mark: Purveyor of Island Lifestyles**

Reg. Owner: Tommy Bahama Group, Inc. Status: Published TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0025

Client: Client Ref:

Agent: Goodrich, Riquelme y Asociados Agent Ref: T031076MX0

App. # 630959 App. Dt: 11/25/2003 Mail Dt: ITU:

Pub. # Pub. Dt: Allow Dt: 1st User Dt:

Reg. #: 827038 Reg. Dt: 11/25/2003 Grant Dt.: 3/29/2004 Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Office Action Response	8/15/2004	<b>8/18/2004</b>		8/3/2004	No	No	No		No
Renewal	10/25/2013	<b>11/25/2013</b>	5/25/2014		Yes	Yes	Yes		Yes
Renewal Ext #1	3/25/2014	<b>5/25/2014</b>	5/25/2014		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: 1st App. #: 630959 1st App. Dt: 11/25/2003

In Charge 3: 1st Reg. #: 827038 1st Reg. Dt: 11/25/2003

Disclaimer(s):

G&S Description: Men's, women's, boys' and girls' clothing: namely, knit and woven pants, shorts and jeans; shirts, skirts, dresses, sweaters, jackets, vests, coats, robes, rainwear, swimwear, sleepwear, belts, hats, gloves, socks, stockings, scarves, ties, ascots and neckerchiefs. (Cl. 25)

Class(es) Claimed: 25 Classification Types: International Classification

ID: 426 Active: Yes Last User: WMK Input Date: 10/28/2003 Update Date: 10/17/2006

**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	Thailand	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Ring Free</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Published	<i>TM Type:</i>					Trademark
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>					005.0086
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>		<i>Agent Ref:</i>							
<i>App. #</i>	593574	<i>App. Dt:</i>	6/15/2005	<i>Mail Dt:</i>		<i>ITU:</i>			No
<i>Pub. #</i>		<i>Pub. Dt:</i>	9/9/2005	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	Kor234294	<i>Reg. Dt:</i>	6/15/2005	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Renewal Due	4/14/2015	<b>6/14/2015</b>			No	No	No		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	593574		<i>1st App. Dt:</i>			6/15/2005
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	Kor234294		<i>1st Reg. Dt:</i>			6/15/2005
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's shirts								
<i>Class(es) Claimed:</i>	25			<i>Classification Types:</i>					International Classification
<i>ID:</i>	644	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	6/1/2005	<i>Update Date:</i>	3/3/2006

**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	China (People's Republic of)	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Ring Free</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Published	<i>TM Type:</i>					Trademark
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>					005.0080
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Vivien Chan & Co.	<i>Agent Ref:</i>							
<i>App. #</i>	4772191	<i>App. Dt:</i>	7/11/2005	<i>Mail Dt:</i>		<i>ITU:</i>			No
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	1998521	<i>Reg. Dt:</i>	3/1/2006	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Use Required	3/1/2008	<b>3/1/2009</b>	3/1/2009		Yes	Yes	Yes		Yes
Renewal	8/29/2015	<b>2/29/2016</b>	8/1/2016		Yes	Yes	Yes		Yes
Renewal Ext #1	2/1/2016	<b>8/1/2016</b>	8/1/2016		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	4772191		<i>1st App. Dt:</i>			7/11/2005
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	1998521		<i>1st Reg. Dt:</i>			3/1/2006
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's shirts; clothing								
<i>Class(es) Claimed:</i>	25			<i>Classification Types:</i>					International Classification
<i>ID:</i>	632	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	6/1/2005	<i>Update Date:</i>	5/30/2006

**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	Taiwan	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Ring Free</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>				<i>Trademark</i>	
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>				005.0082	
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Saint Island	<i>Agent Ref:</i>							
<i>App. #</i>	94027444	<i>App. Dt:</i>	6/9/2005	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	1998521	<i>Reg. Dt:</i>	3/1/2006	<i>Grant Dt:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Use Required	3/1/3008	<b>3/1/2009</b>	3/1/3009		Yes	Yes	Yes		Yes
Renewal	1/29/2016	<b>2/29/2016</b>	9/1/3016		Yes	Yes	Yes		Yes
Renewal Ext #1		<b>5/31/2016</b>	9/1/2016		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	94027444		<i>1st App. Dt:</i>			6/9/2005
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	1998521		<i>1st Reg. Dt:</i>			3/1/3006
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's shirts and clothing								
<i>Class(es) Claimed:</i>				<i>Classification Types:</i>		<i>International Classification</i>			
<i>ID:</i>	635	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	6/1/2005	<i>Update Date:</i>	7/11/2006

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	Japan	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Ring Free</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>				Trademark	
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>				005.0086	
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	TMI Associates	<i>Agent Ref:</i>							
<i>App. #</i>	2005-050738	<i>App. Dt:</i>	6/7/2005	<i>Mail Dt:</i>		<i>ITU:</i>		No	
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	4918159	<i>Reg. Dt:</i>	12/22/2005	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Use Required	12/22/2007	<b>12/22/2008</b>	12/22/2008		Yes	Yes	Yes		Yes
Renewal	6/22/2015	<b>12/22/2015</b>	6/22/2016		Yes	Yes	Yes		Yes
Renewal Ext #1	12/22/2015	<b>6/22/2016</b>	6/22/2016		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	2005-050738		<i>1st App. Dt:</i>			6/7/2005
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	4918159		<i>1st Reg. Dt:</i>			12/22/2005
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Men's shirts								
<i>Class(es) Claimed:</i>				<i>Classification Types:</i>				International Classification	
<i>ID:</i>	642	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	6/1/2005	<i>Update Date:</i>	7/11/2006

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	South Korea	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Ring Free</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Abandoned	<i>TM Type:</i>				Trademark	
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>				005.0082	
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Dong Won	<i>Agent Ref:</i>							
<i>App. #</i>	40-2005-27224	<i>App. Dt:</i>	6/14/2005	<i>Mail Dt:</i>		<i>ITU:</i>			
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	40-2005-27224		<i>1st App. Dt:</i>			6/14/2005
<i>In Charge 3:</i>			<i>1st Reg. #:</i>			<i>1st Reg. Dt:</i>			
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Shirts								
<i>Class(es) Claimed:</i>				<i>Classification Types:</i>				International Classification	
<i>ID:</i>	637	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	6/1/2005	<i>Update Date:</i>	3/2/2006
<i>Country:</i>	Indonesia	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Ring Free</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Pending Application	<i>TM Type:</i>				Trademark	
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>				005.0086	
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>	Biro Oktroi Roosseno	<i>Agent Ref:</i>							
<i>App. #</i>	D00 206 006491	<i>App. Dt:</i>	3/2/2006	<i>Mail Dt:</i>		<i>ITU:</i>			
<i>Pub. #</i>		<i>Pub. Dt:</i>		<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>		<i>Reg. Dt:</i>		<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Renewal Prior to Aug. 01, 2001	3/2/2014	<b>3/2/2015</b>	3/2/2015	***	Yes	Yes	Yes		Yes
Renewal	3/2/2015	<b>3/2/2016</b>	9/2/2016		Yes	Yes	Yes		Yes
Renewal Ext #1	9/2/2015	<b>9/2/2016</b>	9/2/2016		Yes	Yes	Yes		Yes

*In Charge 1:*

*In Charge 2:*

*1st App. #:*

D00 206 006491

*1st App. Dt:*

3/2/2006

*In Charge 3:*

*1st Reg. #:*

*1st Reg. Dt:*

*Disclaimer(s):*

*G&S Description:*

Men's shirts

*Class(es) Claimed:*

*Classification Types:*

International Classification

*ID:* 639

*Active:* Yes

*Last User:*

WMK

*Input Date:* 6/1/2005

*Update Date:* 7/24/2008

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

<i>Country:</i>	United States	<i>Warning:</i>	No	<i>Third Party:</i>	No	<i>WIPO:</i>	No	<i>CTM:</i>	No
<b>Mark:</b>	<b>Ring Free</b>								
<i>Reg. Owner:</i>	Oxford Industries, Inc.	<i>Status:</i>	Registered	<i>TM Type:</i>					
<i>Owner:</i>	Oxford Industries, Inc.	<i>SubStatus:</i>		<i>Alternate #:</i>				005.0104	
<i>Client:</i>		<i>Client Ref:</i>							
<i>Agent:</i>		<i>Agent Ref:</i>							
<i>App. #</i>	78723934	<i>App. Dt:</i>	9/30/2005	<i>Mail Dt:</i>		<i>ITU:</i>		Yes	
<i>Pub. #</i>		<i>Pub. Dt:</i>	2/13/2007	<i>Allow Dt:</i>		<i>1st User Dt:</i>			
<i>Reg. #:</i>	3236105	<i>Reg. Dt:</i>	5/1/2007	<i>Grant Dt.:</i>		<i>Com. Use Dt:</i>			
<b>Action</b>	<b>Rem. Dt</b>	<b>Due Dt</b>	<b>Final Dt</b>	<b>Compl. Dt.</b>	<b>IC1</b>	<b>IC2</b>	<b>IC3</b>	<b>Notes</b>	<b>Act.</b>
Office Action Response				10/3/2006	No	No	No		No
Affidavit of Use	5/1/2012	<b>5/1/2013</b>	11/1/2013		Yes	Yes	Yes		Yes
Incontestability	5/1/2012	<b>5/1/2013</b>	11/1/2013		Yes	Yes	Yes		Yes
Affidavit of Use Ext #1	11/1/2012	<b>11/1/2013</b>	11/1/2013		Yes	Yes	Yes		Yes
Incontestability Ext #1	11/1/2012	<b>11/1/2013</b>	11/1/2013		Yes	Yes	Yes		Yes
Affidavit of Use at Renewal	5/1/2016	<b>5/1/2017</b>	11/1/2017		Yes	Yes	Yes		Yes
Renewal	5/1/2016	<b>5/1/2017</b>	11/1/2017		Yes	Yes	Yes		Yes
Affidavit of Use at Renewal Ext #1	11/1/2016	<b>11/1/2017</b>	11/1/2107		Yes	Yes	Yes		Yes
Renewal Ext #1	11/1/2016	<b>11/1/2017</b>	11/1/2017		Yes	Yes	Yes		Yes
Renewal Prior Nov 16, 1989	11/1/2026	<b>5/1/2027</b>	8/1/2027		Yes	Yes	Yes		Yes
Renewal Prior Nov 16, 1989 Ext #1	2/1/2027	<b>8/1/2027</b>	8/1/2027		Yes	Yes	Yes		Yes
<i>In Charge 1:</i>									
<i>In Charge 2:</i>			<i>1st App. #:</i>	78723934		<i>1st App. Dt:</i>			9/30/2005
<i>In Charge 3:</i>			<i>1st Reg. #:</i>	3236105		<i>1st Reg. Dt:</i>			5/1/2007
<i>Disclaimer(s):</i>									
<i>G&amp;S Description:</i>	Shirts								
<i>Class(es) Claimed:</i>	25			<i>Classification Types:</i>				International Classification	
<i>ID:</i>	949	<i>Active:</i>	Yes	<i>Last User:</i>	WMK	<i>Input Date:</i>	8/24/2006	<i>Update Date:</i>	5/8/2007

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Mexico Warning: No Third Party: No WIPO: No CTM: No

**Mark: Solitude**

Reg. Owner: Oxford Industries, Inc. Status: Published TM Type:

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0109

Client: Client Ref:

Agent: Goodrich, Riquelme y Asociados Agent Ref:

App. # 838744 App. Dt: Mail Dt: ITU:

Pub. # Pub. Dt: Allow Dt: 1st User Dt:

Reg. #: 978346 Reg. Dt: 2/26/2007 Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Use Required	2/26/2009	2/26/2010	2/26/2010		Yes	Yes	Yes		Yes
Renewal Due		2/26/2017			No	No	No		Yes

In Charge 1:

In Charge 2: 1st App. #: 838744 1st App. Dt:

In Charge 3: 1st Reg. #: 978346 1st Reg. Dt: 2/26/2007

Disclaimer(s):

G&S Description: Men's and women's shirts, pants, shorts and outerwear

Class(es) Claimed: Classification Types: International Classification

ID: 976 Active: Yes Last User: WMK Input Date: 2/1/2007 Update Date: 6/4/2007





*In Charge 2:* *1st App. #:* *1st App. Dt:*  
*In Charge 3:* *1st Reg. #:* 2386201 *1st Reg. Dt:* 9/12/2000

*Disclaimer(s):*

*G&S Description:* Clothing; namely, t-shirts, sweatshirts, sweat pants, pants, tank tops, jerseys, shorts, pajamas, sport shirts, sweaters, nightshirts, warm-up suits, jackets, parkas, coats, swim trunks, beachwear, swim wear, wet suits, polo shirts, rugby shirts, body suits, jogging suits, robes, golf shirts, uniforms, jeans, socks, footwear, underwear, men's briefs, boxer shorts, gloves, head wear, caps, hats, sleep wear, headbands, wristbands, sweat bands, neckties, belts, athletic footwear and footwear

*Class(es) Claimed:* 25 *Classification Types:* International Classification  
*ID:* 740 *Active:* Yes *Last User:* WMK *Input Date:* 9/28/2005 *Update Date:* 10/24/2006

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Mexico Warning: No Third Party: No WIPO: No CTM: No

Mark: Solitude

Reg. Owner: Oxford Industries, Inc. Status: Registered TM Type:

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0109

Client: Client Ref:

Agent: Agent Ref:

App. # 838744 App. Dt: 2/26/2007 Mail Dt: ITU: No

Pub. # Pub. Dt: Allow Dt: 1st User Dt:

Reg. #: 978346 Reg. Dt: 3/23/2007 Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
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Renewal	8/26/2016	2/26/2017	8/26/2017		Yes	Yes	Yes		Yes
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Renewal Ext #1	2/26/2017	8/26/2017	8/26/2017		Yes	Yes	Yes		Yes
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In Charge 1:

In Charge 2: 1st App. #: 838744 1st App. Dt: 2/26/2007

In Charge 3: 1st Reg. #: 978346 1st Reg. Dt: 3/23/2007

Disclaimer(s):

G&S Description:

Class(es) Claimed:

Classification Types:

International Classification

ID: 981 Active: Yes Last User: WMK Input Date: 2/27/2007 Update Date: 6/20/2007

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**TM Rights (Essential)**

**Report Date: 74/24/2008**

Country: Canada Warning: No Third Party: No WIPO: No CTM: No

**Mark: Super Dry**

Reg. Owner: Oxford Industries, Inc. Status: Pending Application

TM Type:

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0117

Client: Client Ref:

Agent: Agent Ref:

App. # 1367441 App. Dt: 10/16/2007 Mail Dt: ITU: No

Pub. # Pub. Dt: Allow Dt: 1st User Dt:

Reg. #: Reg. Dt: Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Review File	9/16/2009	<b>10/16/2009</b>	10/16/2009		Yes	Yes	Yes		Yes
Submit Evidence of Use	8/16/2010	<b>10/16/2010</b>	10/16/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #1	2/16/2011	<b>4/16/2011</b>	10/16/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #2	8/16/2011	<b>10/16/2011</b>	10/16/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #3	2/16/2011	<b>4/16/2012</b>	10/16/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #4	8/16/2012	<b>10/16/2012</b>	10/16/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #5	2/16/2013	<b>4/16/2013</b>	10/16/2013		Yes	Yes	Yes		Yes
Submit Evidence of Use Ext #6	8/16/2013	<b>10/16/2013</b>	10/16/2013		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: Ist App. #: 1367441 1st App. Dt: 10/16/2007

In Charge 3: Ist Reg. #: 1st Reg. Dt:

Disclaimer(s):

G&S Description: men's shirts

Class(es) Claimed: Classification Types: No Classification

ID: 1052 Active: Yes Last User: WMK Input Date: 10/22/2007 Update Date: 10/22/2007

**TM Rights (Essential)****Report Date: 74/24/2008**

Country: United States Warning: No Third Party: No WIPO: No CTM: No

**Mark: Wedge**

Reg. Owner: Oxford Industries, Inc. Status: Registered TM Type: Trademark

Owner: Oxford Industries, Inc. SubStatus: Alternate #: 005.0096

Client: Client Ref:

Agent: Agent Ref:

App. # 76526491 App. Dt: 6/20/2003 Mail Dt: ITU: No

Pub. # Pub. Dt: 2/19/2006 Allow Dt: 1st User Dt: 9/30/2005

Reg. #: 3214440 Reg. Dt: 3/6/2007 Grant Dt.: Com. Use Dt:

Action	Rem. Dt	Due Dt	Final Dt	Compl. Dt.	IC1	IC2	IC3	Notes	Act.
Appeal Due	7/28/2006			9/19/2006	No	No	No		No
Affidavit of Use	3/6/2012	3/6/2013	9/6/2013		Yes	Yes	Yes		Yes
Incontestability	3/6/2012	3/6/2013	9/6/2013		Yes	Yes	Yes		Yes
Affidavit of Use Ext #2	9/6/2012	9/6/2013	9/6/2013		Yes	Yes	Yes		Yes
Incontestability Ext #1	9/6/2012	9/6/2013	9/6/2013		Yes	Yes	Yes		Yes
Affidavit of Use at Renewal	3/6/2016	3/6/2017	9/6/2017		Yes	Yes	Yes		Yes
Renewal	3/6/2016	3/6/2017	9/6/2017		Yes	Yes	Yes		Yes
Affidavit of Use at Renewal Ext #1	9/6/2016	9/6/2017	9/6/2017		Yes	Yes	Yes		Yes
Renewal Ext #1	9/6/2016	9/6/2017	9/6/2017		Yes	Yes	Yes		Yes
Renewal Prior Nov 16, 1989	9/6/2026	3/6/2027	6/6/2027		Yes	Yes	Yes		Yes
Renewal Prior Nov 16, 1989 Ext #1	12/6/2026	6/6/2027	6/6/2027		Yes	Yes	Yes		Yes

In Charge 1:

In Charge 2: 1st App. #: 76526491 1st App. Dt: 6/20/2003

In Charge 3: 1st Reg. #: 3214440 1st Reg. Dt: 3/6/2007

Disclaimer(s):

G&S Description: men's shirts, suits and pants

Class(es) Claimed: 25 Classification Types: No Classification

ID: 1739 Active: Yes Last User: WMK Input Date: 9/28/2005 Update Date: 1/25/2008

Schedule 5.1(v)Insurance**Liability and Casualty**

Workers' Compensation	Hartford Insurance Company of the Midwest	20WNMS9025	\$1m
Injury to employees in the scope and course of their employment. Note: Standby Letters of Credit are provided to Ace for claims prior to fiscal 2003 and the Hartford for current claims.	The Hartford Insurance Company 690 Asylum Ave., T-21-2 Hartford, CT 06105 Steve Dietz (860) 547-2705		

<b>Workers' Compensation</b> Injury to employees in the scope and course of their employment. Note: Standby Letters of Credit are provided to Ace for claims prior to fiscal 2003 and the Hartford for current claims.	<b>Twin City Fire Insurance Company</b> The Hartford Insurance Company 690 Asylum Ave., T-21-2 Hartford, CT 06105 Steve Dietz (860) 547-2705	WBRMS9026 (Wisconsin only)	\$1m
<b>Workers' Compensation -Employee's Compensation (Hong Kong)</b> Injury to employees in the scope and course of their employment.	<b>Axa General Insurance Hong Kong LTD.</b> 30/F PCCW Tower Taikoo Place 979 King's Road Quarry Bay, Hong Kong (852) 2523 3061	1095/AB3/0002241/000	\$100 million HK
<b>Workers' Compensation -Employee's Compensation (Hong Kong - TB Global Sourcing Limited)</b> Injury to employees in the scope and course of their employment.	<b>MSIG Insurance (Hong Kong) Limited</b> 9/F City Plaza One 1111 Kings Road Taikoo Shing Hong Kong 852 2894 0555	61021804 EC	\$100 million HK

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<b>Work Injury Comp -(Singapore)</b> Injury to employees in the scope and course of their employment.	<b>QBE Insurance (International) Limited</b> 65 Chulia Street #36-01 OCBC Centre (West Lobby) Singapore 049513 65 -6224 6633	B-WC103368-WCA-R0008	\$10 m (SGD) Aggregate/one event
<b>Liability - General</b> Bodily injury or damage to 3rd parties and/or property	<b>Hartford Fire Insurance Company</b> The Hartford Insurance Company 690 Asylum Ave., T-21-2 Hartford, CT 06115 Steve Dietz (860) 547-2705	20UENMS9028	\$2m
<b>Liability - General (Hong Kong - TB Global Sourcing)</b> Bodily injury or damage to 3rd parties and/or property	<b>MSIG Insurance (Hong Kong) Limited</b> 9/F City Plaza One 1111 Kings Road Taikoo Shing Hong Kong Theresa Leung 852 2894 0555	60027115 LIA	\$2.5 m HKD
<b>Liability - General (China)</b> Bodily injury or damage to 3rd parties and/or property	<b>Huatai Insurance Comapny of China</b> 1713, Toower A, Corporate Square Xicheng District 35 Jinrong St., Bejing 100032 China +86 20 38812306 Mr. Yong, Mr. Feng or Mr. Yi Shixiong	1019325022007000290-01	\$1m
<b>Liability - General (Germany)</b> Bodily injury or damage to 3rd parties and/or property	<b>ACE European Group LTD.</b> Direktion für Deutschland Lurgaillee 10 60439 Frankfurt, Germany	43 GEA 00053	\$1m

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<b>Liability - General &amp; EL (Great Britain &amp; Northern Ireland)</b> Bodily injury or damage to 3rd parties and/or property as well as Employer's Liability coverage in Great Britain & Northern Ireland for injury to employees in the scope and course of their employment.	<b>ACE European Group LTD.</b> 200 Bromielaw Glasgow G1 4RU United Kingdom +44 (0)141 285 2999	47 UK 125273	\$1m Liability GBP 10m EL
<b>Liability - General (Mexico)</b> Bodily injury or damage to 3rd parties and/or property	<b>Ace Seguros, S.A.</b> Bosques de Alisos #47 - 1 er. Piso Bosque de las Lomas C.P. Mexico D.F. 05120	RC-13868	\$1m
<b>Liability - Auto</b> Bodily injury or damage to 3rd parties and/or property caused in an auto accident	<b>Hartford Fire Insurance Company</b> The Hartford Insurance Company 690 Asylum Ave., T-21-2 Hartford, CT 06115 Steve Dietz (860) 547-2705	20UENMS9027	\$2m
<b>Liability - Auto (Great Britain &amp; Northern Ireland)</b> Bodily injury or damage to 3rd parties and/or property caused in an auto accident	<b>Allianz/Church &amp; General/Cornhill</b> Allianz House 21 Linenhall Street Belfast BT2 8AB +44 (0)28-9089-1309	BT SFN 3444209	GBP20m
<b>Liability - Auto (Mexico)</b> Bodily injury or damage to 3rd parties and/or property caused in an auto accident	<b>ABA Ace Seguros, SA de CV</b> Av. Insurgentes Sur 1898 5th Floor Col. Florida, Dele. Alvaro Obregon, Mx, D.F. 52 (55) 5322-8000 Local off: Cicuito Colonias 132x38 Col. Buenavista, Merida, Yuc. CP 97127 52 58 58 00 Ext. 859	Policy/car N128002681-3 N128002681-2 N128002681-1	Commercial value (on all cars)



<b>Liability - Auto (Hong Kong)</b> Bodily injury or damage to 3rd parties and/or property caused in an auto accident	<b>Asia Insurance Co., LTD.</b> 16/F Worldwide House, 19 Des Voeux Road, Central, Hong Kong (852) 3606 9933	AWM/MPC/07-00036573	\$100m HK\$ 3rd party death or injury and \$2m HK\$ 3rd party property damage
<b>Liability - Non-owned Aviation</b> Bodily injury or damage to 3rd parties and/or property as a result from rented or leased aircraft	<b>XL Specialty Insurance Company</b> A Capital Stock Company 1201 North Market Street Wilmington, DE 19081 (866) 304-3079	NAN3041688	\$25m
<b>Casualty - International</b> Coverage for lawsuits filed outside US jurisdictions or a suit from outside US jurisdictions filed in the US. foreign voluntary workers comp coverage, contingent employers' liability and minimal travel accident coverage. This policy acts as DIC coverage to the local Liability - General policies and the local EL - for Great Britain & Northern Ireland.	<b>Ace American Insurance Co.</b> One Beaver Valley Rd. P.O. Box 15412 Wilmington, DE 19850-5412 Jennifer Royer (800) 204-0518 x6440	PHFD36830645	\$2m/1m/1m
<b>Lifeline Plus Group Accident &amp; Travel Policy (Ben Sherman only)</b> Covers laptops, phones and other personal property as well as accidents to employees when on an overnight trip o/s their country of residence	<b>AIG UK Limited</b> 58 Fenchurch Street London EC3M 4AB	10606333	\$10m any one accident \$25m Aircraft accumulation limit \$5k (GBP) - personal property
<b>Casualty - Primary Umbrella</b> First layer of coverage above primary policies described above	<b>Ace American Insurance Company</b> 500 Colonial Center Pkwy, Suite 200 Roswell, GA 30076 Becky Barnette 678-795-4221	XOO G23868921	\$25m x \$1m

<b>Casualty -1st Excess Liability</b> Second layer of coverage above primary policies described above	<b>American Zurich Insurance Co.</b> 3480 Preston Ridge Road Alpharetta, GA 30005 Deborah Schwarz (404) 851-3397	AEC 5964699 00	\$25m x \$25m
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<b>Casualty - 2nd Excess Liability</b> Third layer of coverage above primary policies described above	<b>Great American Insurance Company of NY</b> 8510 Mc Alpine Park Dr. Suite 114 Charlotte, NC 28211-6250 Cathy Bamette (704)364-5161	EXC2194532	\$25m x \$50m
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<b>Casualty -3rd Excess Liability</b> Fourth layer of coverage above primary policies described above	<b>The Ohio Casualty Insurance Company</b> Professional Risk Brokers, Inc. 8510 Mc Alpine Park Dr. Suite 114 Charlotte, NC 28211-6250 Cathy Bamette (704)364-5161	ECO53092815-9	\$25m x \$75m
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#### Management Liability

<b>Directors and Officers Liability</b> Payable to the directors and officers or to the company itself to cover damages or defense costs in the event they are sued for wrongful acts	<b>(Chubb) Federal Insurance Company</b> Two Live Oak Center, Suite 900 3445 Peachtree Road, N.E. Atlanta, GA 30326 Jeff Portis (404) 266-4853	8114-8254	\$10m
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<b>Directors and Officers Excess</b> First layer of coverage above primary policy described above	<b>(AIG)</b> National Union Fire Insurance Company of Pittsburgh, PA. 175 Water Street New York, NY 10038 Steve McDonald (877)867-3783	005655320	\$10m x \$10m
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<b>Directors and Officers Side A</b> Payable only to the directors and officers to cover damages or defense costs in the event they are sued for wrongful acts	<b>XL Specialty Insurance Company</b> 100 Constitution Plaza 17th floor Hartford, CT 06103 Stuart Perry (860) 948.1810	ELU105074-08	\$10m x \$20m
<b>TB D&amp;O Runoff</b> Tail policy for 6 years to cover prior TB D&O claims pre-acquisition	<b>Great American Insurance Co.</b> Executive Liability Division P.O. Box 66943 Chicago, IL 60666	DOL5741780	\$2m
<b>Fiduciary</b> Protection for trustees of savings plan	<b>(Chubb)</b> <b>Federal Insurance Company</b> Two Live Oak Center, Suite 900 3445 Peachtree Road, N.E. Atlanta, GA 30326 Jeff Portis (404) 266-4853	8114-8254	\$10m
<b>Crime</b> Coverage for crimes committed against Oxford by an employee	<b>(Chubb)</b> <b>Federal Insurance Company</b> Two Live Oak Center, Suite 900 3445 Peachtree Road, N.E. Atlanta, GA 30326 Jeff Portis (404) 266-4853	8114-8254	\$10m
<b>Special Coverages Policy</b> Covers costs associated with the kidnap and/or ransom of an Oxford employee	<b>Liberty Insurance Underwriters, Inc.</b> Professional Indemnity Agency, Inc. 37 Radio Circle Drive Mount Kisco, NY 10549 (914) 241-8900	203720-016	\$10mm per occurrence
<b>Employment Practices Liability</b> Employee claims against Oxford for Title VII type law suits	<b>(Chubb)</b> <b>Federal Insurance Company</b> Two Live Oak Center, Suite 900 3445 Peachtree Road, N.E. Atlanta, GA 30326 Jeff Portis (404) 266-4853	8114-8254	\$10m

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## Property and Stock Throughput

<b>Worldwide Property</b> Domestic and foreign fixed assets, business interruption, contingent business interruption coverage and engineering (property loss control) services. Also includes first excess layer for Foreign Property (DIC).	<b>Ace American Insurance Company</b> 500 Colonial Center Pkwy, Suite 200 Roswell, GA 30076 Brian Church (678) 795-4294	GPAD35651652	\$50m subject to sublimits
<b>Foreign Property (Great Britain, Northern Ireland &amp; Germany)</b> Required by some countries to purchase local policies; mirrors the Worldwide Property.	<b>ACE European Group LTD.</b> 200 Bromielaw Glasgow G1 4RU United Kingdom +44 (0)141 285 2999	M3UK0072UK	Location limit or 15,347,349
<b>Foreign Property (Mexico)</b> Required by some countries to purchase local policies; mirror the Worldwide Property.	<b>Ace Seguros, S.A.</b> Bosques de Alisos #47 - 1 er. Piso Bosque de las Lomas C.P. Mexico D.F. 05120		Location limit or 12,910,063
<b>Foreign Property (China)</b> Required by some countries to purchase local policies; mirror the Worldwide Property.	<b>Huatai Insurance Comapny of China</b> 1713, Toower A, Corporate Square Xicheng District 35 Jinrong St., Beijing 100032 China +86 20 38812306 Mr. Yong, Mr. Feng or Mr. Yi Shixiong		Location limit or 117,556
<b>Foreign Property (Hong Kong)</b> Required by some countries to purchase local policies; mirror the Worldwide Property.	<b>Ace Insurance Limited</b> 25th Floor, Shui On Centre, No. 6 - ID0577310/08 8 Harbour Road Wangchai Hong Kong +65 6398 8000	HID0577310/08	Location Limit or 1,180,467

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<b>Foreign Property (Hong Kong - TB Global Sourcing)</b> Required by some countries to purchase local policies; mirror the Worldwide Property.	<b>MSIG Insurance (Hong Kong) Limited</b> 9/F City Plaza One 1111 Kings Road Taikoo Shing Hong Kong Theresa Leung 852 2894 0555	11085950CFR	\$5.9 m HKD
<b>Foreign Property (India)</b> Required by some countries to purchase local policies; mirror the Worldwide Property.	<b>Bajaj Allianz General Insurance Company Limited India</b> GE Plz., 1st Fl., Airport Rd. Yerawada, Pune, , India +91 020 6602 6666		Location Limit or 2,314,218
<b>Foreign Property (Shenzhen - OPIL)</b> Required by some countries to purchase local policies; mirror the Worldwide Property.	<b>The Ming An Insurance Company (China) Ltd.</b> 27/F Block C, Tian An International Building, Renmin Nan Road Shenzhen, China Mr. Hung 86-755-82312998	SZ: 06020100020013072008000007	\$1,000,000 RMB
<b>Foreign Property (Zhuhai - Ben Sherman)</b> Required by some countries to purchase local policies; mirror the Worldwide Property.	<b>The Ming An Insurance Company (China) Ltd.</b> 27/F Block C, Tian An International Building, Renmin Nan Road Shenzhen, China Mr. Hung 86-755-82312998	SZ: 06020100020013072008000006	\$1,000,000 RMB

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<b>Stock Throughput</b> Coverage for inventory owned by Oxford worldwide.	<b>National Liability and Fire Insurance Co.</b> Starr Marine Agency, Inc. 90 Park Ave. 6th floor New York, NY 10016 John Cella (646) 227-6457	CNY00117USA1	\$5m - any one vessel, \$2m - unscheduled locations, limit Occurrence @ location on scheduled facilities
<b>Flood Policies (FEMA)</b> National Flood Insurance Program policies for Tommy Bahama retail stores.	<b>(Travelers) Standard Fire Insurance Company</b> Flood Insurance Program P.O. Box 2874 Omaha, NE 68103 1-800-505-0193	see attached	\$350k - \$500k
<b>Engineering Inspection - (Great Britain)</b> Statutory inspection on the lift @ Clerkenwell Rd.	<b>Royal &amp; Sun Alliance</b>	ENN508355	N/A

Schedule 5.1(x)-1

Leased Real Property

<u>Lessee Entity(ies)</u>	<u>Location(s)</u>
Parent	35 E 38 <sup>th</sup> Street 2E New York, NY
Parent	35 E 38 <sup>th</sup> Street 6E New York, NY
Parent	35 E. 38th Street, 6B New York, NY
Parent	35 E. 38th Street, 7B New York, NY
Parent	35 E. 38 <sup>th</sup> Street 7F New York, NY
Parent	35 E. 38 <sup>th</sup> Street 7K New York, NY
Parent	35 E. 38th Street, 9A New York, NY
Parent	3 Park Avenue (Storage) New York, New York
Parent	3 Park Avenue, 24 <sup>TH</sup> and 27 <sup>TH</sup> Floors, New York, New York
Parent	11 West 42nd Street, 15th Floor New York, NY
Parent	Empire State Building, Ste. 1501-02 & 1535-36 350 Fifth Avenue New York, NY
Parent	Arnold Brant Showroom 595 Madison Avenue, 15 <sup>th</sup> Floor New York, NY
Parent	1600 Green Street Tupelo, MS
Parent	419 13th Street Gaffney, SC

<b>Lessee Entity(ies)</b>	<b>Location(s)</b>
Parent	55 Stockton Street San Francisco, CA
Parent	1280A Coast Village Circle Santa Barbara, CA
Parent	2601 Network Boulevard Frisco, TX
Parent	1829 New Holland Road Kenhorst, PA
Lionshead Clothing Company, Oxford Caribbean, Inc., Oxford Garment, Inc., Oxford Private Limited of Delaware, Inc., and Piedmont Apparel Corporation	1105 North Market Street, Suite 1448 Wilmington, DE
Parent	208 Hartmann Drive Lebanon, TN
Ben Sherman Clothing, Inc.	96 Spring Street New York, NY
Ben Sherman Clothing, Inc.	Beverly Center 8500 Beverly Boulevard Los Angeles, CA
Ben Sherman Clothing, Inc.	Miracle Mile Shops at Planet Hollywood Resort & Casino 3663 Las Vegas Boulevard South Las Vegas, NV
Ben Sherman Clothing, Inc.	California Market Center 110 East Ninth Street Los Angeles, CA
Ben Sherman Clothing, Inc.	1807 Ross Avenue Dallas, TX
Ben Sherman Clothing, Inc.	154-156 Newbury Street Boston, MA(1)

(1) Note: For reference only, retail store not open as of Agreement Date.

<b>Lessee Entity(ies)</b>	<b>Location(s)</b>
TBG	428 Westlake Avenue N. Seattle, WA
TBG	Tower Building 17 <sup>th</sup> Floor 1809 Seventh Avenue Seattle, WA
TBG	1071 Avenue of the Americas 10 <sup>th</sup> and 11 <sup>th</sup> Floors New York, New York
TBG	3940 I Street NW Auburn, Washington
TBG	Merchandise Mart West Kinzie St. and North Orleans St. Chicago, IL
Tommy Bahama R&R Holdings, Inc.	1450 Ala Moana Boulevard Honolulu, Hawaii
Tommy Bahama R&R Holdings, Inc.	Biltmore Fashion Park 2502 E. Camelback Road Phoenix, Arizona
Tommy Bahama R&R Holdings, Inc.	105 Summit Boulevard Birmingham, Alabama
Tommy Bahama R&R Holdings, Inc.	418 Plaza Real Boca Raton, Florida
Tommy Bahama R&R Holdings, Inc.	Greenwich House 1222 Third Street South Naples, Florida
Tommy Bahama R&R Holdings, Inc.	Cherry Creek Center 3000 E. 1st Ave. Denver, CO
Tommy Bahama R&R Holdings, Inc.	North Bridge Mall 520 & 540 North Michigan Ave. Chicago, Illinois
Tommy Bahama R&R Holdings, Inc.	320 Avenue San Lorenzo Coral Gables, Florida



<b>Lessee Entity(ies)</b>	<b>Location(s)</b>
Tommy Bahama R&R Holdings, Inc.	525 Grand Blvd San Destin, FL
Tommy Bahama R&R Holdings, Inc.	The Grove at Farmers Market 189 The Grove Drive Los Angeles, California
Tommy Bahama R&R Holdings, Inc.	Country Club Plaza 320, 324 & 328 West 47 <sup>th</sup> Street Kansas City, Missouri
Tommy Bahama R&R Holdings, Inc.	Village Centre Building 1100 Wall St. La Jolla, California
Tommy Bahama R&R Holdings, Inc.	1002 East Las Olas Blvd. Ft. Lauderdale, Florida
Tommy Bahama R&R Holdings, Inc.	Miracle Mile Shops 3663 Las Vegas Boulevard South Las Vegas, Nevada
Tommy Bahama R&R Holdings, Inc.	Fashion Show Mall 3200 Las Vegas Blvd. Las Vegas, Nevada
Tommy Bahama R&R Holdings, Inc.	3208 Sepulveda Boulevard Manhattan Beach, California
Tommy Bahama R&R Holdings, Inc.	The Shops at Mauna Lani, Mauna Lani Resort 68-1330 Mauni Lani Drive Kamuela, Hawaii
Tommy Bahama R&R Holdings, Inc.	854 Avocado Avenue Newport Beach, California
Tommy Bahama R&R Holdings, Inc.	15205 N. Kierland Blvd. Scottsdale, Arizona
Tommy Bahama R&R Holdings, Inc.	The Mall at Millenia 4200 Conroy Rd. Orlando, Florida
Tommy Bahama R&R Holdings, Inc.	The Gardens at El Paseo Shopping 73-595 El Paseo Palm Desert, California

<b>Lessee Entity(ies)</b>	<b>Location(s)</b>
Tommy Bahama R&R Holdings, Inc.	74 Stanford Shopping Center Building D Palo Alto, California
Tommy Bahama R&R Holdings, Inc.	303 East Green Street Pasadena, California
Tommy Bahama R&R Holdings, Inc.	517, 519 & 521 South Raymond Avenue Pasadena, California
Tommy Bahama R&R Holdings, Inc.	32100 Las Vegas Blvd. South Las Vegas, Nevada
Tommy Bahama R&R Holdings, Inc.	7007 Friars Road, Space 305 San Diego, CA
Tommy Bahama R&R Holdings, Inc.	355 Santana Row San Jose, California
Tommy Bahama R&R Holdings, Inc.	300 John Ringling Blvd. Sarasota, Florida
Tommy Bahama R&R Holdings, Inc.	355 Monroe Dr. St. Armands Circle, 2nd Fl. Sarasota, Florida
Tommy Bahama R&R Holdings, Inc.	310 John Ringling Blvd. Suite(s) 4, 5 and 7 Sarasota, Florida
Tommy Bahama R&R Holdings, Inc.	310 John Ringling Blvd. Office #9, 10 and 11 Sarasota, Florida
Tommy Bahama R&R Holdings, Inc.	2700 State Road 16 St. Augustine, FL
Tommy Bahama R&R Holdings, Inc.	The Old Hyde Park Village Shopping Center 1623 Snow Avenue Tampa, Florida
Tommy Bahama R&R Holdings, Inc.	The Shops at Wailea, 3750 Wailea Alanui Drive Kihei (Wailea), HI
Tommy Bahama R&R Holdings, Inc.	1521 Mt. Diablo Walnut Creek, CA

<b>Lessee Entity(ies)</b>	<b>Location(s)</b>
Tommy Bahama R&R Holdings, Inc.	Whalers Village Shopping Center 2435 Kaanapali Parkway Building C Lahaina (Maui), Hawaii
Tommy Bahama R&R Holdings, Inc.	139 Marigold Court Central Valley, NY
Tommy Bahama R&R Holdings, Inc.	The Domain 11506 Century Oaks Terrace Austin, TX
Tommy Bahama R&R Holdings, Inc.	West Village 3699 McKinney Avenue Dallas, TX
Tommy Bahama R&R Holdings, Inc.	Tysons Galleria 1775 G International Drive McLean, VA
Tommy Bahama R&R Holdings, Inc.	Phipps Plaza 3500 Peachtree Road NE Atlanta, GA
Tommy Bahama R&R Holdings, Inc.	2905 East Skyline Drive Space 268 Tucson, Arizona
Tommy Bahama R&R Holdings, Inc.	555 Shop at Mission Viejo Mission Viejo, CA
Tommy Bahama R&R Holdings, Inc.	Somerset Collection 2801. Big Beaver Troy, MI
Tommy Bahama R&R Holdings, Inc.	4400 Sharon Road Charlotte, NC
Tommy Bahama R&R Holdings, Inc.	3101 PGA Boulevard Palm Beach Gardens, FL
Tommy Bahama R&R Holdings, Inc.	591 Newport Center Drive Newport Beach, CA
Tommy Bahama R&R Holdings, Inc.	3570 Las Vegas Boulevard Forum Shops at Caesars Palace Las Vegas, NV

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<u>Lessee Entity(ies)</u>	<u>Location(s)</u>
Tommy Bahama R&R Holdings, Inc.	Dallas Galleria 13350 Dallas Parkway Dallas, TX
Tommy Bahama R&R Holdings, Inc.	235 West Market Mall of America Bloomington, MN
Tommy Bahama R&R Holdings, Inc.	2100 Northbrook Court Northbrook, IL
Tommy Bahama R&R Holdings, Inc.	The Pier at Caesars 1 Atlantic Ocean Atlantic City, NJ
Tommy Bahama R&R Holdings, Inc.	The Mall at Wellington Green 10300 West Forest Hill Boulevard Wellington, FL
Tommy Bahama R&R Holdings, Inc.	2223 N. West Shore Blvd. Tampa, FL
Tommy Bahama R&R Holdings, Inc.	Bridgeport Village Shopping Center 7242 SW Bridgeport Road Tigard, OR
Tommy Bahama R&R Holdings, Inc.	15900 La Cantera Parkway, San Antonio, TX
Tommy Bahama R&R Holdings, Inc.	Prime Outlets at San Marcos II 3939 Interstate Highway 35 South, Building A San Marcos, TX
Tommy Bahama R&R Holdings, Inc.	8701 Keystone Crossing Indianapolis, IN
Tommy Bahama R&R Holdings, Inc.	3500 Las Vegas Boulevard Las Vegas, NV
Tommy Bahama R&R Holdings, Inc.	607 East Las Olas Boulevard Fort Lauderdale, FL
Tommy Bahama R&R Holdings, Inc.	University Village 2600 NE 46 <sup>th</sup> Street Seattle, WA

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<b>Lessee Entity(ies)</b>	<b>Location(s)</b>
Tommy Bahama R&R Holdings, Inc.	Market Street at the Woodlands 9595 Six Pines Drive Woodlands , TX
Tommy Bahama R&R Holdings, Inc.	146 Market Street Charleston Place Charleston, SC
Tommy Bahama R&R Holdings, Inc.	701 South Rosemary West Palm Beach, FL
Tommy Bahama R&R Holdings, Inc.	2200 Thousand Oaks Blvd. Thousand Oaks, CA
Tommy Bahama R&R Holdings, Inc.	Town Square Shopping Center 6635 Las Vegas Blvd Las Vegas, NV
Tommy Bahama R&R Holdings, Inc.	23161 Fashion Drive Estero, FL 33928
Tommy Bahama R&R Holdings, Inc.	The Market Common at Myrtle Beach 3044 Howard Avenue Myrtle Beach, SC
Tommy Bahama R&R Holdings, Inc.	9101 International Drive Orlando, FL
Tommy Bahama R&R Holdings, Inc.	845 Market Street San Francisco, CA
Tommy Bahama R&R Holdings, Inc.	Ocean Avenue at Mission Street Carmel, CA
Tommy Bahama R&R Holdings, Inc.	321 Nut Tree Road Vacaville, CA
Tommy Bahama R&R Holdings, Inc.	St. Johns Town Center 4663 River City Drive Jacksonville, FL
Tommy Bahama R&R Holdings, Inc.	Prime Outlets at Queenstown 135 Outlet Center Drive Queenstown, MD
Tommy Bahama R&R Holdings, Inc.	Prime Outlets at Williamsburg 5601-5607 Richmond Road Williamsburg, VA

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<b>Lessee Entity(ies)</b>	<b>Location(s)</b>
Tommy Bahama R&R Holdings, Inc.	1220 3rd Street South Naples, FL
Tommy Bahama R&R Holdings, Inc.	1201 3rd Street South Naples, FL
Tommy Bahama R&R Holdings, Inc.	4040 Natick West Natick, Massachusetts
Tommy Bahama R&R Holdings, Inc.	Kings Shops Village 250 Waikoloa Beach Drive Waikoloa, HI
Tommy Bahama R&R Holdings, Inc.	Short Pump Town Center 11800 W. Broad Street Richmond, VA
Tommy Bahama R&R Holdings, Inc.	Kukui'ula Village Building D(2) Poipu Road & Lawai Road Koloa, Hawaii
Tommy Bahama R&R Holdings, Inc.	Irvine Spectrum Center 65 Fortune Drive Irvine, CA 92618
Tommy Bahama R&R Holdings, Inc.	400 South Coast Highway Laguna Beach, CA 92654(3)
Tommy Bahama R&R Holdings, Inc.	Anaheim GardenWalk 321 W. Katella Avenue Anaheim, California
Tommy Bahama R&R Holdings, Inc.	Tanger Outlet Center 2601 S. McKenzie St. Foley, Alabama
Tommy Bahama R&R Holdings, Inc.	Mohegan Sun One Mohegan Sun Blvd. Uncasville, CT 06382-1355(4)
Tommy Bahama R&R Holdings, Inc.	Westfield Galleria at Roseville Roseville, CA(5)

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- (2) Note: For reference only, retail store not open as of Agreement Date.  
(3) Note: For reference only, retail store not open as of Agreement Date.  
(4) Note: For reference only, retail store not open as of Agreement Date.  
(5) Note: For reference only, retail store not open as of Agreement Date.
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<u>Lessee Entity(ies)</u>	<u>Location(s)</u>
Tommy Bahama R&R Holdings, Inc.	Fashion Outlets of Niagara 1900 Military Road and Connecting Boulevard Niagara, New York(6)

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(6) Note: For reference only, outlet at this location expected to open on or about August 9, 2008.

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Schedule 5.1(x)-2

Owned Real Property

<u>Real Property Address</u>	<u>Owner</u>
222 Piedmont Avenue Atlanta, Georgia	Parent
2776 Hamilton Road Buford, Georgia	Parent
419 13th Street Gaffney, South Carolina	Parent
736 Woodbury Road Greenville, Georgia	Parent
555 S. Victory Drive Lyons, Georgia	Parent
752 Victory Drive Lyons, Georgia	Parent
6124 Liberty Hill Road Toccoa, Georgia	Parent
108 Thompson Street, #1, 1965 Vidalia, Georgia	Parent
Golbe Street Lot Gaffney, South Carolina	Parent

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Schedule 5.1(y)

Environmental Matters

Greenville, Georgia Facility

In October of 1993, the Georgia Environmental Protection Division (“EPD”) collected water samples from the Greenville, Georgia site at its boiler drainage sump which tested positive for Tetrachloroethene (“PCE”), a common dry cleaning chemical. Oxford and the EPD entered into a Consent Order dated July 20, 1994 which had several requirements that included the closure of the boiler drainage sump and an investigation of the contamination on the site.

Oxford hired Kiber Environmental Services, Inc. which later became Peachtree Environmental, Inc. (“Peachtree”) as its environmental consultant and Kilpatrick and Cody, which later became Kilpatrick Stockton (“Kilpatrick”) as its environmental attorneys. Oxford completed the closure of the drainage sump under the requirements of the Resource Conservation and Recovery Act (“RCRA”) on November 20, 1995.

Under the Consent Order, Oxford was also required to conduct an investigation on the site to determine the extent of the contamination. Oxford conducted several extensive surveys of the site that included ground water and soil samples for the site.

During the years of 1999-2000 the Greenville site was placed on an EPA RCRA Cleanup Corrective Action List. This list was developed by the federal government to insure prompt cleanup of RCRA sites. The Greenville site had not been evaluated and therefore could not be labeled as meeting all of the necessary indicators to state that a cleanup had occurred. Therefore, Oxford was contacted in the fall of 2001 by EPD. Investigators from the EPD visited the site and conducted some sampling to determine if the Greenville site could be taken off the EPA RCRA Cleanup List.

The EPD conducted another inspection on February 12, 2002 in order to evaluate the potential need for further corrective action at the site. The results of the inspection were reported to Oxford in a September 10, 2002 letter. This letter stated that the PCE concentration had decreased by approximately one-third since the performance of the last sampling event. EPD concluded that the site had met the environmental indicator goal of “groundwater migration under control”. Oxford and the EPD have agreed to conduct sampling tests every three years of the monitoring wells located on the site. Oxford has provided a Groundwater Monitoring Plan to EPD and it has approved this plan. Oxford continued to test as required from 2002 until 2007.

Georgia Environmental Protection Division’s reviewed the June 2007 Groundwater Monitoring Report, and the Georgia EPD requested that Oxford delineate the source of the continuing contamination of the soil. Peachtree began working with Georgia’s EPD to determine the correct testing procedures for this task. Recently, the Georgia EPD requested Oxford to prepare a groundwater corrective action plan. To complete both of the tasks requested by the Georgia’s EPD, Oxford requested that Peachtree prepare and present for acceptance a Groundwater Corrective Action Plan that addresses the concerns of EPD. This plan has been approved by EPD and the first phase of the plan has just been implemented by Peachtree at the site as of July 11, 2008.

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Schedule 5.1(aa)

Change of Name

On July 30, 2004, Oxford Clothing Corporation, a Georgia corporation, changed its name to Ben Sherman Clothing, Inc., a Georgia corporation.

In January 2005, Viewpoint International, Inc., a Delaware corporation, changed its name to Tommy Bahama Group, Inc., a Delaware corporation

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Schedule 5.1(gg)

License Agreements

1. License Agreement between Geoffrey Beene, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated November 1, 2006.
  2. License Agreement by and between Levi Strauss & Co. (Licensor) and Oxford Industries, Inc. (Licensee), dated January 31, 2000.
  3. License Agreement by and between Tommy Hilfiger Licensing, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated August 4, 1993.
  4. License Agreement by and between Tommy Hilfiger Licensing, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated June 15, 1995.
  5. License Agreement by and between L-K Enterprises, LLC (Licensor) and Oxford Industries, Inc. (Licensee), dated December 12, 2001.
  6. License Agreement by and between JRA Trademarks Co., Ltd. (Licensor) and Oxford Industries, Inc. (Licensee), dated as of January 1, 2007.
  7. License Agreement by and between Levi Strauss & Co. (Licensor) and Oxford Industries, Inc. (Licensee), dated November 30, 2006.
  8. License Agreement by and between Patch Licensing, LLC (Licensor) and Oxford Industries, Inc. (Licensee), dated as of August 10, 2006.
  9. License Agreement by and between Kenneth Cole Productions, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated February 19, 2007.
  10. License Agreement by and between Oxford Industries, Inc. (Licensee) and Licensing Partners International, LLC (Licensor), entered January 1, 2007.
  11. License Agreement by and between Oxford Industries, Inc. (Licensee) and Dal Dielo LLC (Licensor), entered April 1, 2008.
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Schedule 6.11

Locations of Collateral

1. See Schedules 5.1(x)-1 and 5.1(x)-2.

2. Additional locations:

860 Broadway, 5<sup>th</sup> Floor  
New York, NY 10003

1880 Matheson Blvd., E.  
Mississauga, Ontario Canada

5185 Tomken Road  
Mississauga, Ontario Canada

6200 Kennedy Road, Unit 3  
Mississauga, Ontario Canada

Ville St. Laurent  
Quebec Canada

3. Warehouse locations:

Kelly Freight Systems  
1371 Charles Willard Street  
Carson, CA 90746

Kelly Frt DC- Miami, FL Y  
7011 Northwest 87<sup>th</sup> Ave.  
Miami, FL 33178

Kelly Global Logistics  
10 Southwood Parkway, Bldg 10, Suite 400  
Atlanta, GA

Panalpina  
2520 Marie Curie  
Ville St. Laurent  
Quebec, Canada

4. Locations of tangible personal property outside of the US or Canada:

	<u>Bldg</u>	<u>Address</u>
Merida Sewing Plant	<b>414</b>	KM 12.5 Carretera Merida-Progreso S.N. Parque Industrial Yucatan Merida, Yucatan CP 97110 Mexico

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Merida Cutting Plant	<b>473</b>	Calle 60 # 284A y 286 x 29 y 31 (Circuito Colonias) Colonia Buenavista Merida, Yucatan CP 97127 Mexico
Columbia	<b>430</b>	Calle 14 No 52A-134 Medellin, Columbia
Hong Kong	<b>465</b>	LV 19, Tower 1, Metroplaza 223 Hing Fong Road Kwai Chung, NT, Hong Kong
Lurgan	<b>198</b>	20 Portadown Road Lurgan, Co. Ammagh BT66 8RE
India	<b>491</b>	30/1, Gowdanapalya Subramanyapura Post Opp Srinivas Talkies Bangalore, India 560061

5. Other locations of miscellaneous portable personal property used by employees from time to time, such as laptop computers, work files, and other items which do not constitute Inventory.

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Schedule 8.1

Funded Debt Existing on the Agreement Date

See Schedule P-1

Outstanding restricted stock of Parent as of the Agreement Date is subject to repurchase, at the election of the holder thereof, by Parent for purposes of satisfying tax withholding obligations.

Pursuant to a Unit Purchase Agreement, dated as of August 10, 2006, Piedmont Apparel Corporation is obligated to pay \$203,162 in respect of the deferred purchase price of its acquisition of its 2/3 membership interest in Patch Licensing LLC.

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Schedule 8.5

Investments / Guaranties as of the Agreement Date

1. Oxford Private Limited of Delaware, Inc. has a \$29,571,296 equity investment in Ben Sherman Group Limited and its Subsidiaries.
  2. Parent has a \$33,370,485 equity investment in Oxford Products (International) Limited.
  3. Oxford Products (International) Limited has a \$149,320 equity investment in JiangSu Oxford-Sainty Gament Manufacturing Ltd.
  4. There is an outstanding loan payable to Parent in the amount of \$1,000,000 from Oxford Products (International) Limited. The loan does not have a stated maturity date, and there is no interest payable on the principal outstanding.
  5. There are outstanding Investments from and to (including equity investments, loans outstanding and guarantees) Foreign Subsidiaries in or to other Foreign Subsidiaries.
  6. There are outstanding Investments from and to (including equity investments, loans outstanding and guarantees) Borrower Parties in or to other Borrower Parties.
  7. Piedmont Apparel Corporation has an equity investment in Patch Licensing LLC. As of August 2, 2008, the amount of such investment was \$10,473,522, and the amount of such investment as of the Agreement Date is not materially different.
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Schedule 8.6

Affiliate Transactions

Compensation payable to certain of the executive officers of Parent, as well as Parent's current compensation practices relating to executive officers of Parent, are described in Parent's proxy statement filed with the U.S. Securities and Exchange Commission on May 13, 2008.

The compensation payable to the officers of Parent and its Subsidiaries (other than the executive officers of Parent described in the preceding paragraph) is based on substantially comparable compensation practices as those relating to executive officers of Parent, as described in Parent's proxy statement filed with the U.S. Securities and Exchange Commission on May 13, 2008 except that (1) officers of Ben Sherman and its Subsidiaries are compensated substantially in accordance with the compensation practices relating to the compensation of Mr. Miles Gray, CEO, Ben Sherman Group, as described in Parent's proxy statement filed with the U.S. Securities and Exchange Commission on May 13, 2008, and (2) officers of TBG (other than those who are also officers of Parent) are compensated substantially in accordance with the compensation practices relating to the compensation of Mr. S. Anthony Margolis, the former Chief Executive Officer of the Tommy Bahama Group, as described in Parent's proxy statement filed with the U.S. Securities and Exchange Commission on May 13, 2008.

In accordance with the terms of the Oxford Industries, Inc. Long-Term Stock Incentive Plan and the terms of his offer letter, Mr. Terry R. Pillow, Chief Executive Officer of the Tommy Bahama Group, received a grant of 50,000 restricted shares of Parent's common stock on March 28, 2008. These restricted shares vest on March 28, 2011, subject to certain conditions, including Mr. Pillow's continued employment with Parent and/or its Subsidiaries.

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Schedule 8.7

Scheduled Assets

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**EXHIBIT A**

**FORM OF ADMINISTRATIVE QUESTIONNAIRE**

**Borrower Information**

Borrowers: Oxford Industries, Inc. and Tommy Bahama Group, Inc.  
 Amount and Facility: \$175,000,000 Senior Secured Revolving Credit Facility  
 Closing Date: August 15, 2008  
 Borrower Tax ID#: 58-0831862, 13-3676108

**Participant Information**

Institution: \_\_\_\_\_  
 (As it will appear in documents and subsequent announcements)  
 Institution Tax ID#: \_\_\_\_\_  
 Is institution a foreign entity?  Yes. Please include the applicable W-8 BEN, W-8 ECI or W-9 withholding form for your entity.  
 Not Applicable

**Credit Contact**

**Admin./Operations Contact**

Primary Contact:	_____	_____
Title:	_____	_____
Street Address:	_____	_____
City/State/Zip:	_____	_____
Telephone Number:	_____	_____
Fax Number:	_____	_____
E-mail Address:	_____	_____

**Compliance Contact**

**Letter of Credit Contact**

Primary Contact:	_____	_____
Title:	_____	_____
Street Address:	_____	_____
City/State/Zip:	_____	_____
Telephone Number:	_____	_____
Fax Number:	_____	_____
E-mail Address:	_____	_____

**Wire Routing Instructions**

Bank Name: \_\_\_\_\_  
 ABA Number: \_\_\_\_\_  
 City/State: \_\_\_\_\_  
 Account Name (OBI): \_\_\_\_\_  
 Account Number: \_\_\_\_\_

Beneficiary (BNF)  
Ref:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

**Administrative Agent Information**

<b>Operations</b>		<b>Wire Instructions</b>	
Primary Contact:	<u>Kevin Harrison</u>	Bank:	_____
Telephone Number:	<u>(404) 588-7673</u>	City/State:	_____
Fax Number:	<u>(404) 588-7061</u>	ABA #:	_____
Address:	<u>SunTrust Bank</u> <u>303 Peachtree Street, 23rd Floor</u> <u>Atlanta, Georgia 30308</u>	Credit:	_____
	_____	Account #:	_____
	_____	Attention:	_____
E-mail Address:	<u>kevin.harrison@suntrust.com</u>	Reference:	_____
	_____		_____

PLEASE COMPLETE THIS FORM AND FAX TO SUNTRUST BANK AT (404) 588-7061.

**EXHIBIT B**

**FORM OF ASSIGNMENT AND ACCEPTANCE**

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definitions shall have the meanings ascribed thereto in the Credit Agreement), by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as the "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as lenders (the "Lenders"), the financial institutions party thereto from time to time as Issuing Banks, and SunTrust Bank, as the administrative agent (the "Administrative Agent").

The "Assignor" and the "Assignee" referred to on Schedule 1 agree as follows:

1. The Assignor hereby sells and assigns to the Assignee without recourse, and the Assignee hereby purchases and assumes from the Assignor, an interest in and to the Assignor's rights and obligations under the Credit Agreement as of the date hereof equal to the percentage interest specified on Schedule 1 of all outstanding rights and obligations under the Credit Agreement. After giving effect to such sale and assignment, the Assignee's Revolving Loan Commitment and the amount of the Loans owing to the Assignee will be as set forth on Schedule 1.

2. The Assignor (a) represents and warrants that it is the legal and beneficial owner of the interest being assigned by it hereunder and that such interest is free and clear of any adverse claim; (b) makes no representation or warranty and assumes no responsibility with respect to any statements, warranties or representations made in or in connection with the Loan Documents or the execution, legality, validity, enforceability, genuineness, sufficiency or value of the Loan Documents or any other instrument or document furnished pursuant thereto; and (c) makes no representation or warranty and assumes no responsibility with respect to the financial condition of any Borrower or the performance or observance by any Borrower of any of its obligations under the Loan Documents or any other instrument or document furnished pursuant thereto.

3. The Assignee (a) confirms that it has received a copy of the Credit Agreement, together with copies of the most recent financial statements delivered thereunder and such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Assignment and Acceptance; (b) agrees that it will, independently and without reliance upon the Administrative Agent, the Assignor or any other Lender and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement; (c) confirms that it is an Eligible Assignee; (d) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement as are delegated to the Administrative Agent by the terms thereof, together with such powers and

discretion as are reasonably incidental thereto; (e) agrees that it will perform in accordance with their terms all of the obligations that by the terms of the Credit Agreement are required to be performed by it as a Lender; and (f) attaches any U.S. Internal Revenue Service forms required under Section 2.8(b)(v) of the Credit Agreement.

4. Following the execution hereof, the Assignor and the Assignee shall deliver this Assignment and Acceptance, along with (a) a processing and recordation fee of \$3,500 payable by the Assignee to the Administrative Agent and (b) if the Assignee is not a Lender, a completed Administrative Questionnaire, for acceptance and recording by the Administrative Agent. Unless otherwise indicated on Schedule 1, the effective date for this Assignment and Acceptance (the "Effective Date") shall be the date of acceptance hereof by the Administrative Agent.

5. Upon such acceptance and recording by the Administrative Agent, as of the Effective Date, (a) the Assignee shall be a party to the Credit Agreement and, to the extent provided in this Assignment and Acceptance and the Credit Agreement, shall have the rights and obligations of a Lender thereunder, and (b) the Assignor shall, to the extent provided in this Assignment and Acceptance and the Credit Agreement, relinquish its rights and be released from its obligations under the Credit Agreement.

6. Upon such acceptance and recording by the Administrative Agent, from and after the Effective Date, the Administrative Agent shall make all payments under the Credit Agreement in respect of the interest assigned hereby (including, without limitation, all payments of principal, interest and commitment fees with respect thereto) to the Assignee. The Assignor and Assignee shall make all appropriate adjustments in payments under the Credit Agreement for periods prior to the Effective Date directly between themselves.

7. This Assignment and Acceptance shall be governed by, and construed in accordance with, the laws of the State of New York.

8. This Assignment and Acceptance may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Assignment and Acceptance in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

[Remainder of this page intentionally left blank]

IN WITNESS WHEREOF, the Assignor and the Assignee have caused this Assignment and Acceptance to be executed by their authorized signatory as of the date specified thereon.

**[NAME OF ASSIGNOR], as the Assignor**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 200

**[NAME OF ASSIGNEE], as the Assignee**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Date: \_\_\_\_\_, 200

ACCEPTED AND APPROVED THIS      DAY  
OF                      , 20    :

**SUNTRUST BANK**, as the Administrative Agent

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**SCHEDULE 1  
ASSIGNMENT AND ACCEPTANCE**

Revolving Loan Commitment of Assignor prior to assignment: \$

Revolving Loan Commitment assigned to Assignee: \$

Revolving Loan Commitment of Assignor after assignment: \$

Revolving Loan Commitment Ratio of Assignee after assignment: %

The Assignee's Domestic Lending Office:

The Assignee's Eurodollar Lending Office:

Effective Date (if other than date of acceptance by the Administrative Agent): , 200

B-3



**OXFORD INDUSTRIES, INC.**

**AND**

**TOMMY BAHAMA GROUP, INC.**

**BORROWING BASE CERTIFICATE**

**BORROWING BASE CERTIFICATE DATE:**

**COLLATERAL DATE: 07/05/08**

	<u>Reporting Date</u>
<b><u>COLLATERAL:</u></b>	
Cash In Bank - Suntrust Accounts	0
Cash in Bank in other US domestic accounts (not to exceed \$2mil)	0
AVAILABLE ACCOUNTS RECEIVABLE FOR THE CURRENT CALCULATION PERIOD	0
AVAILABLE INVENTORY AND L/C FOR THE CURRENT CALCULATION PERIOD	0
OTHER RESERVES FOR THE CURRENT CALCULATION PERIOD	<u>0</u>
GROSS AVAILABLE FOR THE CURRENT CALCULATION PERIOD	0
<b><u>SUMMARY OF OBLIGATIONS FOR THE CURRENT CALCULATION PERIOD:</u></b>	
TOTAL REVOLVING LINE OF CREDIT	0
TOTAL STANDBY LETTERS OF CREDIT	0
TOTAL TRADE LETTERS OF CREDIT (LESS HSBC)	<u>0</u>
TOTAL OF ALL OBLIGATIONS FOR THE CURRENT CALCULATION PERIOD	<u>0</u>
<b>TOTAL AVAILABLE (OVERADVANCE) FOR THE CURRENT CALCULATION PERIOD</b>	<b><u><u>0</u></u></b>

PREPARED BY: \_\_\_\_\_ DATE: \_\_\_\_\_

TITLE: \_\_\_\_\_

**NOTES:****OXFORD INDUSTRIES, INC. &  
TOMMY BAHAMA GROUP, INC.**

		07/05/08 Amount
<b>Accounts Receivable Information:</b>		
Beginning Unpaid Balance of All Unpaid Receivables	[Date]	0
Credit Sales for the Current Calculation Period	[Date]	
OPIL Sales		0
Retail Sales		0
Other Sales		0
Total Sales for the Current Period		0
Debit Memos Issued for the Current Calculation Period	[Date]	0
Collections Received for the Current Calculation Period	[Date]	0
Credit Memos/Write Offs Issued for the Current Calculation Period (Dilutive)	[Date]	
Returns		0
Write Off's (Customer)		0
Bad Debt Charge Off		0
Other: Miscellaneous Credits		0
Other: Other Debit/Credits		0
Total Dilutive Credits Issued for the Current Period		0
Credit Memos/Write Offs Issued for the Current Calculation Period (Non-Dilutive)	[Date]	
OPIL		0
Retail Returns		0
Retail Write-offs		0
Other:		0
Total Non-Dilutive Credits Issued for the Current Period		0
Total Credits Issued for the Current Period		0
<b>Ending Unpaid Balance of all Receivables for the Current Calculation Period</b>	<b>[Date]</b>	<b>0</b>
<b>Accounts Receivable Aging Report: (Aged by Due Date)</b>		
Current		0
01 to 30 PD		0
31 to 60 PD		0
>60 PD		0
Total Receivables	[Date]	0
<b>Accounts Receivable Reconciliation:</b>		
Total Accounts Receivable per Aging	[Date]	0
Balance per General Ledger		0
Variance		0
<b>Reconciling Items:</b>		
a. Last Day Cash		0
b. Misc Adj (Outstanding adjustments needed for Lawson)		0
c. OPIL & TBGS - Accounts receivable (foreign)		0
d.		0
e.		0
f.		0
g.		0
<b>Total Variance</b>		<b>0</b>
<b>Unreconciled Variance</b>		<b>0</b>
<b>Eligible Accounts Receivable Information:</b>		
Unpaid Balance for All Accounts Receivable for the Calculation Period	[Date]	0
Less:		
a A/R Balances >60 Days Past Due (To the extent not covered in the line item above)		0





Eligible Accounts Receivable for the Current Period 0

DILUTION RESERVE FOR THE CURRENT CALCULATION PERIOD #DIV/0!

**Oxford Industries, Inc. &  
Tommy Bahama Group, Inc.**

**Inventory**

7/5/2008 Inventory by Component:	Oxford Apparel	Lanier	Tommy Bahama Wholesale	Tommy Bahama Retail	Ben Sherman US Wholesale	Ben Sherman US Retail	Total
Total Fabric Inventory	0	0	0	0	0	0	0
Total Trim Inventory	0	0	0	0	0	0	0
Total In-Process Inventory	0	0	0	0	0	0	0
Total Finished Goods Inventory	0	0	0	0	0	0	0
Total Intransit Inventory	0	0	0	0	0	0	0
L/C Inventory (Documentary)	0	0	0	0	0	0	0
<b>Total Inventory</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>

Inventory:	Gross Inventory	Ineligible Inventory	Eligible Inventory	NOLV	Percent of NOLV	Adjusted Advance Rate	Available NOLV
Tommy Bahama Wholesale	0	0	0	137.6%	90.0%	123.8%	0
Tommy Bahama Retail	0	0	0	74.9%	90.0%	67.4%	0
Ben Sherman US Wholesale	0	0	0	57.9%	90.0%	52.1%	0
Ben Sherman US Retail	0	0	0	60.7%	90.0%	54.6%	0
Lanier Wholesale	0	0	0	61.0%	90.0%	54.9%	0
Oxford Apparel Wholesale	0	0	0	76.5%	90.0%	68.9%	0
<b>Total On Hand Inventory</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>0</b>

	Gross Inventory	Ineligible Inventory	Eligible Inventory	NOLV	Percent of NOLV	Adjusted Advance Rate	Available NOLV
Tommy Bahama Wholesale In-Transit	0	0	0	112.1%	90.0%	100.9%	0
Tommy Bahama Retail In-Transit	0	0	0	72.4%	90.0%	65.2%	0
Ben Sherman US Wholesale In-Transit	0	0	0	45.0%	90.0%	40.5%	0
Ben Sherman US Retail In-Transit	0	0	0	62.8%	90.0%	56.5%	0
Lanier Wholesale In-Transit	0	0	0	0.0%	90.0%	0.0%	0
Oxford Apparel Wholesale In-Transit	0	0	0	53.8%	90.0%	48.4%	0
<b>Total Intransit Inventory</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>0</b>

	Gross L/C	Ineligible L/C	Eligible L/C	NOLV	Percent of NOLV	Adjusted Advance Rate	Available NOLV
Tommy Bahama L/C Inventory	0	0	0	112.1%	90.0%	100.9%	0
Ben Sherman US L/C Inventory	0	0	0	0.0%	90.0%	0.0%	0
Lanier Wholesale L/C Inventory	0	0	0	61.0%	90.0%	54.9%	0
Oxford Apparel Wholesale L/C Inventory	0	0	0	53.8%	90.0%	48.4%	0
<b>Total L/C Inventory</b>	<b>0</b>	<b>0</b>	<b>0</b>				<b>0</b>

**Total Available Inventory** **0**

NOTE: (1) NOLV advance rates based on appraisal dated May 31, 2008

**Oxford Industries, Inc. &  
Tommy Bahama Group, Inc.**

**Ineligible Inventory**

07/05/08 Finished Goods Inventory	Oxford Apparel	Lanier	Tommy Bahama Retail	Tommy Bahama Wholesale	Ben Sherman US Retail	Ben Sherman US Wholesale	Total
Inventory In/Out on Consignment	0	0	0	0	0	0	0
Inventory Located in Foreign Locations	0	0	0	0	0	0	0
Third Party Locations (No Bailee Agreement)	0	0	0	0	0	0	0
Locations less than \$50k (Not in reasonable proximity of eligible inventory)	0	0	0	0	0	0	0
Quality Hold/Reprocessing	0	0	0	0	0	0	0
Liquidation	0	0	0	0	0	0	0

Shrink Reserve	0	0	0	0	0	0	0	0
Other:	0	0	0	0	0	0	0	0
Other:	0	0	0	0	0	0	0	0
Other:	0	0	0	0	0	0	0	0
Total Ineligible Finished Goods	0	0	0	0	0	0	0	0

Intransit Inventory and L/C Inventory:	Oxford Apparel	Lanier	Tommy Bahama Retail	Tommy Bahama Wholesale	Ben Sherman US Retail	Ben Sherman US Wholesale	Total
Intransit Inventory - Destination outside US and Canada	0	0	0	0	0	0	0
Intransit Inventory - BOL not properly consigned per eligibility requirements	0	0	0	0	0	0	0
L/C - HSBC	0	0	0	0	0	0	0
L/C - Destination outside US and Canada (excluding HSBC)	0	0	0	0	0	0	0
L/C-Shipments greater than 60 days past BBC date (excluding HSBC)	0	0	0	0	0	0	0
L/C - Intransit (excluding HSBC)	0	0	0	0	0	0	0
Total Intransit/L/C Ineligible	0	0	0	0	0	0	0

#### Other Ineligible

Other Ineligibles:	Oxford Apparel	Lanier	Tommy Bahama	Ben Sherman US	Gross Total	Rate	Net Total
Gift Card Liability	0	0	0	0	0	50.0%	0
Merchandise Credits	0	0	0	0	0	50.0%	0
Coupon Payable	0	0	0	0	0	50.0%	0
Royalty Payable	0	0	0	0	0	100.0%	0
Landlord Lien	0	0	0	0	0	100.0%	0
Total Other	0	0	0	0	0		0

**NOTES:** 1 Landlord Lien - three months rent on all locations without waivers.

### EXHIBIT D-1

#### FORM OF COLLATERAL ACCESS AGREEMENT

WHEREAS, [LANDLORD], a [STATE] [ORGANIZATION], is the landlord (hereinafter "Landlord") and [NAME OF APPLICABLE BORROWER PARTY], a [STATE] [ORGANIZATION], is the tenant (hereinafter "Tenant") pursuant to a lease dated [DATE] (together with any modifications, supplements, renewals and amendments, hereinafter the "Lease") covering a portion or all of the real property located at [ ] (hereinafter the "Property"); and

WHEREAS, Tenant and one or more of its affiliates, each lender from time to time party thereto (collectively, the "Lenders" and individually, a "Lender") and SunTrust Bank, as administrative agent for the Lenders (in such capacity, together with its successors and assigns in such capacity, "Administrative Agent"), have entered or will be entering into certain financing agreements, pursuant to which Administrative Agent and the Lenders have made and will make certain loans and other financial accommodations (collectively, together with any modifications, refinancings, replacements, supplements, renewals and amendments, hereinafter the "Loan") to Tenant and/or its affiliates to be secured by a security interest in the personal property of Tenant or its affiliates which is or may be located on the Property (the "Personal Property").

NOW, THEREFORE, in consideration of the mutual covenants and agreements herein contained, Landlord and Administrative Agent hereby covenant and agree, as of , 2008, as follows:

- Landlord acknowledges that (a) the Lease is in full force and effect and constitutes the legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms, (b) this agreement constitutes the legal, valid and binding obligation of Landlord enforceable against Landlord in accordance with its terms, and (c) Landlord is not aware of any existing default under the Lease or any such default which would result from the execution, delivery and performance of the financing agreements described above.
- Landlord waives any lien, interest, claim, right or title in the Personal Property, which Landlord now has or may hereafter acquire, whether by statute, agreement or otherwise, and agrees that the Personal Property is and shall remain personal property and shall not constitute fixtures, notwithstanding any attachment to real property or any other applicable law or doctrine relating to fixtures.
- Landlord agrees to give Administrative Agent written notice (a) within five (5) business days after any default under or termination of the Lease, or any abandonment or surrender of the Property, by Tenant, and (b) thirty (30) days prior to any termination of the Lease or repossession of the Property by Landlord (the "Notice Period"). During the Notice Period, Administrative Agent shall have the right, without the obligation, to cure any event of default under the Lease. Any of the foregoing done by Administrative Agent shall be effective to cure an event of default as if the same had been done by Tenant and shall not be deemed an assumption of the Lease or any of Tenant's obligations thereunder by Administrative Agent.

Landlord agrees that Administrative Agent shall not have any obligations to Landlord under the Lease or otherwise or any obligation to assume the Lease or any obligations thereunder.

4. Each of Landlord and Tenant hereby agree that Administrative Agent or its designee may enter upon the Property to do any or all of the following with respect to the Personal Property: assemble, have appraised, display, sever, remove, maintain, prepare for sale or lease, advertise, inspect, repair, lease, transfer and/or sell (at public auction or private sale). Landlord agrees not to restrict or otherwise interfere with access to, or use of, the Property by Administrative Agent or any other person for the foregoing purposes. Administrative Agent shall have the right and license to enter into and occupy the Property, on the conditions and for the purposes described above, at any time and from time to time, until the expiration of a period of ninety (90) days following the later of (a) Landlord placing Administrative Agent in possession of the Property and (b) repossession of the Property by Landlord or abandonment or surrender of the Property by Tenant, whether voluntary or involuntary; provided, however, if Administrative Agent is prohibited by any process or injunction issued by any court, or by reason of any bankruptcy or insolvency proceeding involving Tenant, from enforcing its security interest in the Personal Property, such ninety (90) day period shall commence upon termination of such prohibition. In consideration of the foregoing, Administrative Agent agrees (to the extent not paid by Tenant) to pay to Landlord for the use and occupancy of the Property by Administrative Agent during such ninety (90) day period, per diem rent (based upon base rent and Tenant's pro rata share of operating costs, utilities and taxes payable by Tenant under the Lease but excluding any supplemental rent or other costs, expenses or amounts or any indemnities payable thereunder, upon default or otherwise) for each day Administrative Agent uses or occupies the Property during such ninety (90) day period as provided above, based upon a thirty (30) day month for actual days of occupancy by Administrative Agent. Administrative Agent shall also pay Landlord the amount reasonably necessary to repair any physical damage to the Property caused by Administrative Agent's entry thereon or removal of Personal Property therefrom.

5. Administrative Agent may extend the amounts, times or manner of payment of any obligations of Tenant to Administrative Agent and the Lenders in connection with the Loan or otherwise amend, modify, supplement or waive any of the terms and conditions or any agreement respecting same, all without the consent of, or notice to, Landlord.

6. All requests, notices or service provided for or permitted to be given or made pursuant to this agreement shall be deemed to have been properly given or made by depositing same in the United States mail, postage prepaid and registered or certified return receipt requested and addressed to the addressees set forth below, or to such other addressees as may from time to time be specified in writing by either party to the other:

If to Landlord:

**[LANDLORD]  
[PLEASE PROVIDE ADDRESS]**

If to Tenant:

[TENANT]  
[PLEASE PROVIDE ADDRESS]

If to Administrative Agent:

SunTrust Bank  
303 Peachtree Street, 23rd Floor  
Atlanta, Georgia 30308  
Attn: Asset Based Lending — Oxford Account  
Fax No.: 404-588-7061

All requests, notices or service shall be effective upon being deposited in the United States Mail; however, the time period in which any response to any notice or service must be made shall commence from the date of receipt of the request, notice or service by the addressee.

7. This agreement is binding upon and inures to the benefit of Landlord and Administrative Agent and their respective successors and assigns, and to no other person or entities. Landlord agrees that Administrative Agent may, upon delivery of written notice to Landlord, assign all of Administrative Agent's interest in this agreement, and that such assignee of Administrative Agent shall have all of Administrative Agent's rights and privileges, and shall be bound by Administrative Agent's obligations, under this agreement. This agreement shall become effective on the date it is fully executed and delivered by both Landlord and Administrative Agent. Any amendment of this agreement shall be in writing and signed by Administrative Agent and Landlord.

8. This agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile or other electronic transmission shall be deemed an original signature hereto.

9. This agreement shall be governed by and construed in accordance with the laws of the State of New York.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Landlord, Tenant and Administrative Agent have caused this agreement to be executed by their duly authorized officers and representatives as of the date set forth above.

LANDLORD:

[TBD]

By: \_\_\_\_\_  
Name:  
Title:

ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

TENANT:

[NAME OF APPLICABLE CREDIT PARTY], as Tenant

By: \_\_\_\_\_  
Name:  
Title

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**EXHIBIT D-2**

**FORM OF COLLATERAL ACCESS AGREEMENT - BAILEE**

Date:

Ladies and Gentlemen:

As part of certain financing arrangements pursuant to the provisions of that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc. a Delaware corporation ("TBCG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as the "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as lenders (the "Lenders"), the financial institutions party thereto from time to time as Issuing Banks, and SunTrust Bank, as the administrative agent (the "Administrative Agent"), the Borrowers have pledged and granted to the Administrative Agent, for the benefit of the Lender Group (as defined in the Credit Agreement), a continuing general lien upon and security interest in all present and future merchandise, inventory and goods of the Borrowers (the "Inventory"), including all Inventory presently held by you and which may be stored by, shipped to or handled by you from time to time in the future. In connection therewith, from time to time, Inventory may be located at the premises owned or leased by you at the following locations (collectively, the "Premises");

Notification is hereby given of the Administrative Agent's security interest in the Inventory, and you hereby acknowledge receipt of such notification and agree to hold all Inventory except as provided in the last sentence of this paragraph, subject only to the Administrative Agent's instructions. Additionally, you hereby agree that, upon at least forty-eight (48) hours' written notice, the Administrative Agent may have access to, and may enter upon, the Premises during regular business hours for the purpose of inspecting, repossessing or moving or otherwise dealing with the Inventory. The Administrative Agent hereby consents to having one of your representatives present for any such inspection or move, provided that such representative shall not hinder the Administrative Agent's actions in connection with such inspection or move. Upon written notice and

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instruction by the Administrative Agent, you agree to refuse to release the Inventory to the Borrowers or their agents and agree to release such Inventory only to the party designated by the Administrative Agent in such written direction. You further agree, at the Borrowers' expense, to (a) cooperate with the Administrative Agent in its efforts to assemble all Inventory located on the Premises, take possession of such Inventory and remove the same therefrom, (b) not to hinder the Administrative Agent's actions in enforcing its liens on the Inventory, and (c) upon the written direction of the Administrative Agent, release the Inventory to such persons that the Administrative Agent may instruct. Until you have received written notification from the Administrative Agent to the contrary, you may continue to accept and comply with instructions issued by the Borrowers.

To assist the Administrative Agent in keeping accurate records relating to the Borrowers' Inventory on the Premises, if requested in writing by the Administrative Agent, you hereby agree to provide the Administrative Agent with the date regarding delivery and shipment of the Inventory, and statements of charges in the form prepared for the Borrowers. Further, you agree to advise the Administrative Agent in the event that any charges or expenses due from the Borrowers to you become past due. In addition, you agree to confirm balances of the Inventory to the Administrative Agent when, if ever, an inventory count (other than any "test count") is taken by you or, to the extent that you are provided with information with respect thereto, by the Borrowers, and to make copies of any such inventory count available to the Administrative Agent at its written request.

All of your charges of any nature whatsoever shall continue to be charged to and paid by the Borrowers. The Administrative Agent shall not be directly or indirectly liable or responsible for any of said charges whether due or to become due. You hereby acknowledge that the Administrative Agent has been granted a security interest in all of the Inventory, which security interest is senior to all liens, claims and interests which you or any of your creditors, may have on any of the Inventory. You hereby waive, with respect to the Administrative Agent and any of its successors and assigns, any and all title, warehouseman's or bailee's liens, security interests or other interests, if any, which you may now or hereafter have in the Inventory, whether for unpaid storage charges or otherwise and whether by virtue of possession of the Inventory, your agreements with the Borrowers, the bailee/bailor relationship or any local, state or federal law or statute. You further agree that you will not, and you hereby waive all rights to, deduct from Inventory, by way of set-off, recoupment, counter-claim or otherwise, any sums that you might otherwise be entitled to deduct by reason of any debts or liabilities, if any, now or at any future time owing to you by the Borrowers, and that the Inventory shall be clearly identifiable as being owned by the Borrowers and shall be maintained in discrete bin locations separate from any other property in your possession. You also agree that all warehouse receipts, if any, issued by you in connection with the Inventory shall be (a) non-negotiable warehouse receipts or (b) negotiable warehouse receipts promptly delivered to the Administrative Agent. You will inform your creditors who seek to obtain a security interest in the Inventory that the Inventory is owned by the Borrowers and is subject to a first priority security interest therein and lien thereon. In addition, you

authorize the Administrative Agent to file precautionary UCC financing statements naming you as debtor and the Borrowers as secured party, with an assignment to the Administrative Agent, for the purpose of noting the location of the Borrowers' Inventory at your location.

The arrangements and instructions outlined herein shall continue in full force until (i) the Administrative Agent notifies you of the termination hereof, or, if earlier, (ii) the Obligations (as defined in the Credit Agreement) have been paid in full in cash or otherwise fully paid or performed to the satisfaction of the Lender Group (as defined in the Credit Agreement) and the Revolving Loan Commitment (as defined in the Credit Agreement) has expired or been terminated; provided, however, that, at any time and so long as no Inventory is held by you or stored by, shipped to or handled by you, whether on the Premises or otherwise, you shall be under no obligation to comply with the covenants and restrictions contained herein. Until the Obligations have been paid in full in cash or otherwise fully paid or performed to the satisfaction of the Lender Group and the Revolving Loan Commitment has expired or been terminated, the arrangements and instructions outlined herein may not be changed or terminated without the prior written consent of the Administrative Agent.

The Administrative Agent may, without affecting the validity of the agreements contained herein, extend the time of payment of any obligations of the Borrowers to the Administrative Agent or alter the performance of any of the terms and conditions of the above-referenced financing arrangements, without your consent or notice to you and without in any manner whatsoever impairing or affecting the effectiveness of the agreements contained herein. The agreements contained herein shall be governed by New York law without regard to conflict of law principles. The agreements contained herein shall be binding upon you and your successors, assigns and agents and shall inure to the benefit of the Administrative Agent and its successors, assigns and other transferees as express third party beneficiaries.

All requests, notices or service provided for or permitted to be given or made pursuant to this agreement shall be deemed to have been properly given or made if personally delivered or sent by registered or certified mail (postage prepaid, return receipt requested), overnight courier, or facsimile to you or to the Administrative Agent, as the case may be, at the appropriate address set forth below:

If to you:

Attn:  
Telecopy Number:

If to the Administrative Agent:

SunTrust Bank  
303 Peachtree Street, 23rd Floor  
Atlanta, Georgia 30308  
Attn: Kevin Harrison



Telecopy No.: (404) 588-7061

The parties hereto may change the address at which they are to receive notices hereunder, by notice in writing in the foregoing manner given to the other. All requests, notices or service shall be deemed received on the earlier of the date of actual receipt or three (3) days after the deposit thereof in the mail.

This letter may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this letter in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

[SIGNATURES ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed by their authorized signatory as of the date specified thereon.

SUNTRUST BANK, as the Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

[NAME OF BAILEE]

By: \_\_\_\_\_  
Name:  
Title:

[APPLICABLE BORROWER PARTY]

By: \_\_\_\_\_  
Name:  
Title:

COLLATERAL ACCESS AGREEMENT - BAILEE

**EXHIBIT E**

**FORM OF COMPLIANCE CERTIFICATE**

The undersigned hereby certifies that he or she is an Authorized Signatory of Oxford Industries, Inc., a Georgia corporation (the "Administrative Borrower"). In connection with that certain Second Amended and Restated Credit Agreement, dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement), by and among the Administrative Borrower, Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with the Administrative Borrower, each referred to individually as a "Borrower" and, collectively, as the "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as lenders (the "Lenders"), the financial institutions party thereto from time to time as Issuing Banks, and SunTrust Bank, as the administrative agent (the "Administrative Agent"), the undersigned does hereby further certify that:

1. To the extent applicable, true and correct calculations demonstrating compliance with Section 8.8 of the Credit Agreement for the month ended **[DATE]** are set forth on Schedule 1 attached hereto;
2. No material change in GAAP or the application thereof has occurred since the date of the Borrower Parties' audited financial statements delivered on the Agreement Date for the eight-month transition period ended February 2, 2008 **[, except as set forth on Schedule 2 (which schedule describes the effect of such change on the financial statements accompanying this Compliance Certificate)];** and
3. To the best of my knowledge, no Default or Event of Default has occurred during the period ended \_\_\_\_\_, 200 **[, except as described on Schedule 3 attached hereto (which Schedule describes the nature of such Default/Event of Default and when it occurred and whether it is continuing)].**

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, I have executed this Compliance Certificate as of \_\_\_\_\_, 20\_\_ .

OXFORD INDUSTRIES, INC., as the Administrative Borrower

By: \_\_\_\_\_

Name:

Title:



A. Compliance Calculation Section 8.8 — Fixed Charge Coverage Ratio

(a)	Net Income	\$
(b)	To the extent deducted in determining Net Income for such period, Interest Expense	\$
(c)	To the extent deducted in determining Net Income for such period, income tax expense	\$
(d)	To the extent deducted in determining Net Income for such period, Rent Expense	\$
(e)	To the extent deducted in determining Net Income for such period, loss from extraordinary items	\$
(f)	To the extent deducted in determining Net Income for such period, depreciation and amortization expense	\$
(g)	EBITDAR(1) ((a) + (b) + (c) + (d) + (e) + (f))	\$
(h)	Capital Expenditures made during such period and not financed with the proceeds of Funded Debt (other than the proceeds of a Loan)	\$
(i)	Income tax expense for such period	\$
(j)	(h) + (i)	\$
(k)	The greater of (1) (g) minus (j) and (2) zero	\$
(l)	Interest Expense for such period	\$

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(1) provided, however, that if any such calculation includes any period in which an acquisition or sale of a Person or all or substantially all of the assets of a Person occurred, then such calculation shall be made on a Pro Forma Basis.

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(m)	Rent Expense for such period	\$
(n)	Scheduled principal payments made on Total Funded Debt during such period(2)	\$
(o)	Restricted Payments (other than dividends paid in kind) to holders of Equity Interests paid by the Parent during such period	\$
(p)	Fixed Charges ((l) + (m) + (n) + (o))	\$
(q)	Ratio of (k) to (p)	:

In compliance?

Yes  No

(2) For the purposes of clarification, exclude payments made on the Senior Notes prior to maturity and prepayments under the Revolving Loans.

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**EXHIBIT F**

**FORM OF NOTICE OF CONVERSION/CONTINUATION**

I, \_\_\_\_\_, the \_\_\_\_\_ and an Authorized Signatory of Oxford Industries, Inc., a Georgia corporation (the "Administrative Borrower"), do hereby certify pursuant to the provisions of that certain Second Amended and Restated Credit Agreement, dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement), by and among the Administrative Borrower, Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with the Administrative Borrower, each referred to individually as a "Borrower" and, collectively, as the "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as lenders (the "Lenders"), the financial institutions party thereto from time to time as Issuing Banks, and SunTrust Bank, as the administrative agent (the "Administrative Agent"), that, with respect to the existing outstanding [Base Rate / Eurodollar] Advance under the Revolving Loan Commitment in the original principal amount of \$[ \_\_\_\_\_ ],

(a) that such [Base Rate / Eurodollar] Advance be converted or continued as follows:

(i) \$[ \_\_\_\_\_ ] of such amount shall be converted to a Base Rate Advance, effective [ \_\_\_\_\_, \_\_\_\_\_ ] [DATE];

(ii) \$[ \_\_\_\_\_ ] of such amount shall be [converted to /continued as] a Eurodollar Advance with a Eurodollar Advance Period of [ \_\_\_\_\_ ] months, effective [ \_\_\_\_\_, \_\_\_\_\_ ] [DATE];

(iii) \$[ \_\_\_\_\_ ] of such amount shall be repaid on [ \_\_\_\_\_, \_\_\_\_\_ ] [DATE];

(b) after giving effect to the foregoing, the number of Eurodollar Advances outstanding shall not exceed six (6); and

(c) no Default has occurred and is continuing.

The foregoing instructions shall be irrevocable. This Notice of Conversion/Continuation shall be a Loan Document for all purposes.



4. The incumbency of persons authorized by the Administrative Borrower to sign documents is as stated in the certificate of incumbency most recently delivered by the Administrative Borrower to the Administrative Agent.

5. No Default or Event of Default exists or will exist immediately after giving effect to this Request for Advance.

[remainder of page intentionally left blank]

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5. The incumbency of persons authorized by the Administrative Borrower to sign documents is as stated in the certificate of incumbency most recently delivered to the Administrative Agent.

6. No Default exists or will exist immediately after giving effect to this Request for Issuance of Letter of Credit.

[remainder of page intentionally left blank]

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Dated as of this      day of      , 20   .

**OXFORD INDUSTRIES, INC.**, as the Administrative Borrower

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT I**

**FORM OF REVOLVING LOAN NOTE**

US \$[      ]

[DATE]

FOR VALUE RECEIVED, the undersigned, OXFORD INDUSTRIES, INC., a Georgia corporation, and TOMMY BAHAMA GROUP, INC., a Delaware corporation (hereinafter, together with their respective successors and assigns, each a "Borrower" and collectively, the "Borrowers"), hereby, jointly and severally, promise to pay to the order of [      ] (hereinafter, together with its successors and assigns, the "Lender"), at the office of the Administrative Agent (as defined below), in immediately available funds, the principal sum of [      and      /100s DOLLARS (\$      )] of United States funds, or, if less, so much thereof as may from time to time be advanced and outstanding as Revolving Loans by the Lender to the Borrowers hereunder, plus interest as hereinafter provided. Such Advances of Revolving Loans may be endorsed from time to time on the grid attached hereto, but the failure to make such notations shall not affect the validity of any of the Borrowers' obligations to repay unpaid principal and interest hereunder.

This Note is one of the Revolving Loan Notes referred to in that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 by and among the Borrowers, the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders (the "Lenders") and SunTrust Bank, as the administrative agent (the "Administrative Agent") (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"). All capitalized terms used herein shall have the meanings ascribed to such terms in the Credit Agreement except to the extent such capitalized terms are otherwise defined or limited herein.

All principal amounts and other Obligations then outstanding hereunder shall be due and payable in full on the Maturity Date, or such earlier date as the Revolving Loans shall be due and payable in full, whether by acceleration or otherwise, pursuant to the Credit Agreement. The Borrowers also shall repay the principal outstanding hereunder from time to time as provided in the Credit Agreement.

The Borrowers shall be entitled to borrow, repay and re-borrow funds hereunder pursuant to the terms and conditions of the Credit Agreement. Prepayment of the principal amount of any Revolving Loan may be made only as provided in the Credit Agreement.

The Borrowers hereby, jointly and severally, promise to pay interest on the unpaid principal amount hereof as provided in Article 2 of the Credit Agreement. Interest under this Note also shall be due and payable when this Note shall become due (whether at maturity, by reason of acceleration or otherwise). Upon the occurrence and during the continuance of an Event of Default, at the Administrative Agent's discretion or upon the request of the Majority Lenders, the Obligations shall bear interest payable at the Default Rate in the manner and at the times provided in the Credit Agreement.

In no event shall the amount of interest due or payable hereunder exceed the maximum rate of interest allowed by Applicable Law, and in the event any such payment is inadvertently made by the Borrowers or inadvertently received by the Lender, then such excess sum shall be credited as a payment of principal, unless the Borrowers shall notify the Lender in writing that it elects to have such excess sum returned forthwith. It is the express intent hereof that the Borrowers not pay, and the Lender not receive, directly or indirectly, in any manner whatsoever, interest in excess of that which may legally be paid by the Borrowers under Applicable Law.

The Borrowers hereby waive presentment for payment, demand, notice of non-payment or dishonor, protest, notice of protest and notice of any other kind whatsoever not expressly provided for in the Credit Agreement or any other Loan Document.

No delay or omission on the part of the Lender or any holder hereof in exercising its rights under this Note, or delay or omission on the part of the Lender, the Administrative Agent, the Majority Lenders or the Lender Group, or any of them, in exercising its or their rights under the Credit Agreement or under any other Loan Document, or course of conduct relating thereto, shall operate as a waiver of such rights or any other right of the Lender or any holder hereof, nor shall any waiver by the Lender, the Administrative Agent, the Majority Lenders or the Lender Group, or any of them, or any holder hereof, of any such right or rights on any one occasion be deemed a bar to, or waiver of, the same right or rights on any future occasion.

The Borrowers hereby, jointly and severally, promise to pay all costs of collection, including, without limitation, reasonable attorneys' fees, should this Note be collected by or through an attorney-at-law or under advice therefrom.

Time is of the essence in this Note.

This Note evidences the Lender's portion of the Revolving Loans under, and is entitled to the benefits and subject to the terms of, the Credit Agreement, which contains provisions with respect to the acceleration of the maturity of this Note upon the happening of certain stated events, and provisions for prepayment and repayment. This Note is secured by and is also entitled to the benefits of the Loan Documents to the extent provided therein and any other agreement or instrument providing collateral for the Revolving Loans, whether now or hereafter in existence, and any filings, instruments, agreements and documents relating thereto and providing collateral for the Revolving Loans.

This Note 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.

[remainder of this page intentionally left blank]

IN WITNESS WHEREOF, a duly authorized officer of each Borrower, as Authorized Signatory, has executed this Note under seal as of the day and year first above written.

**OXFORD INDUSTRIES, INC.**, a Georgia corporation

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**, a Delaware corporation

By: \_\_\_\_\_  
Name:  
Title:

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REVOLVING LOAN ADVANCES

<u>DATE</u>	<u>AMOUNT OF REVOLVING LOAN ADVANCE</u>	<u>TYPE OF REVOLVING LOAN ADVANCE</u>	<u>AMOUNT OF PRINCIPAL PAID OR PREPAID</u>	<u>NOTATION MADE</u>

**EXHIBIT J**

**FORM OF GUARANTY SUPPLEMENT**

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement), by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBC"; together with Parent, each referred to individually as a "Borrower" and, collectively, as the "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Bank, the financial institutions party thereto from time to time as lenders (the "Lenders") and SunTrust Bank, as the administrative agent (the "Administrative Agent").

Whereas, pursuant to Section 6.20 of the Credit Agreement, new Domestic Subsidiary (whether by acquisition, creation or designation) of any Borrower (other than Excluded Subsidiaries) are required to join the Credit Agreement as a Guarantor and become a Borrower Party by executing and delivering in favor of the Administrative Agent this Guaranty Supplement. Upon the execution and delivery of this Guaranty Supplement by such Subsidiary, such Subsidiary shall become a Guarantor of the Obligations and become a Borrower Party under the Credit Agreement with the same force and effect as if originally named as a Guarantor therein.

The undersigned (the "New Guarantor") hereby agrees as follows:

1. In accordance with Section 6.20 of the Credit Agreement, the New Guarantor, by its signature below, becomes a "Guarantor" and a "Borrower Party" under the Credit Agreement with the same force and effect as if originally named therein as a "Guarantor" and as a "Borrower Party", and the New Guarantor hereby agrees to all of the terms and provisions of the Credit Agreement applicable to it as a "Guarantor" and as a "Borrower Party" thereunder. In furtherance of the foregoing, the New Guarantor, as security for the payment and performance in full of the Obligations, does hereby guarantee, subject to the limitations set forth in Section 3.1(g) of the Credit Agreement, to the Administrative Agent, for the benefit of the Lender Group, the full and prompt payment of the Obligations, including, without limitation, any interest thereon (including, without limitation, interest, as provided in the Credit Agreement, accruing after the filing of a petition initiating any insolvency proceedings, whether or not such interest accrues or is recoverable against the Borrowers after the filing of such petition for purposes of the Bankruptcy Code or is an allowed claim in such proceeding), plus reasonable attorneys' fees and expenses if the obligations represented by the Credit Agreement are collected by law, through an attorney-at-law, or under advice therefrom. Each reference to a "Guarantor" and "Borrower Party" in the Credit Agreement shall be deemed to include the New Guarantor. The Credit Agreement is incorporated herein by reference.

2. The New Guarantor represents and warrants to the Administrative Agent and the other members of the Lender Group that this Guaranty Supplement has been duly executed and delivered by the New Guarantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except to the extent that the enforceability thereof may be limited by applicable bankruptcy, insolvency, reorganization, or similar laws affecting the enforcement of creditors' rights generally or by general principles of equity (regardless of whether such enforcement is considered in a proceeding in equity or at law).

3. This Guaranty Supplement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same agreement. In proving this Guaranty Supplement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic shall be deemed an original signature hereto.

4. Except as expressly supplemented hereby, the Credit Agreement shall remain in full force and effect.

5. THIS GUARANTY SUPPLEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK.

6. This Guaranty Supplement shall be considered a Loan Document for all purposes.

[remainder of this page intentionally left blank]

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IN WITNESS WHEREOF, the New Guarantor has duly executed this Guaranty Supplement as of the day and year first above written.

NEW GUARANTOR: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EXHIBIT K**

**FORM OF NOTICE OF REQUESTED COMMITMENT INCREASE**

, 20

SunTrust Bank  
303 Peachtree Street  
23rd Floor  
Mail Code 1981  
Atlanta, GA 30308

Ladies and Gentlemen:

Reference is made to that certain Second Amended and Restated Credit Agreement, dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement), by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as the "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as lenders (the "Lenders"), the financial institutions party thereto from time to time as Issuing Banks, and SunTrust Bank, as the administrative agent (the "Administrative Agent"). The undersigned hereby gives notice, pursuant to Section 2.17 of the Credit Agreement, that it hereby requests a Commitment Increase, and in connection therewith sets forth below the information relating to such requested Commitment Increase, as required by Section 2.17 of the Credit Agreement:

1. Parent, on behalf of the Borrowers, hereby requests the following Commitment Increase in the amount of \$[                    ].
2. The requested date of the proposed Commitment Increase is [                    , 20                    ].

The undersigned hereby certifies, on behalf of the Borrowers, that the following statements are true on the date hereof:

(a) The representations and warranties contained in the Credit Agreement and the other Loan Documents shall be true and correct in all material respects (unless any such representation or warranty is qualified as to materiality, in which case such representation and warranty shall be true and correct in all respects) on and as of such date with the same effect as if made on and as of such date; except for any representation and warranty made as of an earlier date, which representation and warranty shall remain true and correct in all material respects (unless such representation or warranty is qualified as to materiality, in which case such representation and warranty shall be true and correct in all respects) as of such earlier date;

(b) No law, regulation, order judgment, or decree of any Governmental Authority exists, and no action, suit, investigation, litigation or proceeding is pending or, to the knowledge of any Borrower, threatened in any court or before any arbitrator or Governmental Authority, which (i) purports to enjoin, prohibit, restrain or otherwise affect the making of the Commitment Increase requested hereby or (ii) has or has a reasonable likelihood of having a Materially Adverse Effect.

(c) No Default or Event of Default has occurred and is continuing, or would result from such proposed Commitment Increase.

Parent, on behalf of Borrowers, has caused this Notice of Requested Commitment Increase to be executed and delivered by its duly authorized representatives, this day of \_\_\_\_\_, 20\_\_.

**OXFORD INDUSTRIES, INC.**, for itself and on behalf of the other Borrowers

By: \_\_\_\_\_  
Name:  
Title:

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EXHIBIT L

Oxford Industries, Inc.

Daily Letter of Credit Transaction Report

delivered pursuant to that certain Second Amended and Restated Credit Agreement (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed thereto in the Credit Agreement) dated as of August , 2008 by and among Oxford Industries, Inc., Tommy Bahama Group, Inc., the Persons party thereto from time to time as guarantors, the financial institutions party thereto from time to time as issuing banks, the financial institutions party thereto from time to time as lenders and SunTrust Bank, as Administrative Agent.

Issuing Bank	_____
Date of Report	_____
	Amount (Activity for [insert date of Business Day immediately preceding Date of Report])
Opening Balance	\$ _____
<b>Increases</b>	
Issuances	_____
Increases due to Amendment	_____
<b>Total LC Increases</b>	<u>\$ _____</u>
<b>Decreases</b>	
Draw Reimbursements	_____
Cancellations	_____
Reductions due to Amendment	_____
<b>Total LC's Decreases</b>	<u>\$ _____</u>
<b>Total Activity (Net)</b>	<u>\$ _____</u>
<b>Closing Balance</b>	<u>\$ _____</u>
<b>LC's converted to "Direct Liabilities"</b>	\$ _____
<b>Draw Reimbursement Request (today)</b>	\$ _____
<b>Transaction Fees</b>	_____
<b>Total Amount to be Funded Today</b>	<u>\$ _____</u>

The undersigned Issuing Bank hereby submits this report pursuant to Section 2.15 of the Credit Agreement and certifies that the information contained in this report is true, correct and complete as of the date specified above.

Issuing Bank: [ \_\_\_\_\_ ]  
By:  
Name:  
Title:

**EXHIBIT M**

**FORM OF ISSUING BANK JOINDER AGREEMENT**

THIS ISSUING BANK JOINDER AGREEMENT, dated \_\_\_\_\_, 20\_\_\_\_ (this "Agreement"), is made by the undersigned in connection with that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein without definition shall have the meanings ascribed thereto in the Credit Agreement), by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as the "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as lenders (the "Lenders"), the financial institutions party thereto from time to time as Issuing Banks, and SunTrust Bank, as the administrative agent (the "Administrative Agent").

WHEREAS, the undersigned desires to become a party to the Credit Agreement, as a "Issuing Bank," or increase its existing Letter of Credit Commitment in accordance with the terms hereof, as the case may be.

NOW, THEREFORE, the undersigned hereby agrees as follows:

1. The undersigned agrees to be bound by the provisions of the Credit Agreement, and agrees that it shall, on the date this Agreement is accepted and approved by the Administrative Agent, and, so long as no Default exists, the Administrative Borrower, become an Issuing Bank for all purposes of the Credit Agreement to the same extent as if originally a party thereto, with a Letter of Credit Commitment as set forth below its name on its signature page hereto.] OR [The undersigned Issuing Bank agrees that effective upon [ ] it is increasing its existing Letter of Credit Commitment as set forth below its name on the signature page hereto.]

2. The undersigned: (a) represents and warrants that it is legally authorized to enter into this Agreement; (b) confirms that it has received a copy of the Credit Agreement, together with such other documents and information as it has deemed appropriate to make its own credit analysis and decision to enter into this Agreement; (c) agrees that it has made and will, independently and without reliance upon the Administrative Agent or any other Lender or Issuing Bank and based on such documents and information as it shall deem appropriate at the time, continue to make its own credit decisions in taking or not taking action under the Credit Agreement or any instrument or document furnished pursuant hereto or thereto; (d) appoints and authorizes the Administrative Agent to take such action as agent on its behalf and to exercise such powers and discretion under the Credit Agreement or any instrument or documents furnished pursuant hereto or thereto as are delegated to the Administrative Agent by the terms thereof, together with such powers as are incidental thereto; and (e) agrees that it will be bound by the provisions of the Credit Agreement and will perform in accordance with its terms all the

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obligations which by the terms of the Credit Agreement are required to be performed by it as a Issuing Bank.

3. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective successors and permitted assigns. Wherever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under Applicable Law, but if any provision of this Agreement shall be prohibited by or invalid under Applicable Law, such provision shall be ineffective only to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. This Agreement may be executed in any number of counterparts, which together shall constitute one instrument. Delivery of an executed counterpart of a signature page of this Agreement by telecopy or by other electronic transmission shall be effective as delivery of a manually executed counterpart of this Agreement. This Agreement shall be governed by, and construed in accordance with, the law of the State of New York.

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IN WITNESS WHEREOF, the undersigned has caused this Agreement to be executed and delivered by a duly authorized officer on the date first above written.

[INSERT NAME OF ISSUING BANK]

By: \_\_\_\_\_  
Name:  
Title:

[[Additional] Letter of Credit] Commitment: \$            ]

Accepted and approved this        day  
of            , 20

SUNTRUST BANK, as Administrative  
Agent

By: \_\_\_\_\_  
Name:  
Title:

**[IF NO DEFAULT EXISTS]**

OXFORD INDUSTRIES, INC., as  
Administrative Borrower

By: \_\_\_\_\_  
Name:  
Title:

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## AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

This AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT (this "Agreement") is made as of this 15th day of August, 2008, among the Grantors 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 (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as administrative agent (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"), the Lender Group (as defined therein) is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

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

WHEREAS, in order to induce the Lender Group to enter into the Credit Agreement and the other Loan Documents and to induce the Lender Group to make financial accommodations to Borrowers as provided for in the Credit Agreement, Grantors have agreed to grant a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, (a) all of the present and future obligations of Grantors arising from this Agreement, the Credit Agreement, the other Loan Documents and the Bank Products Documents and (b) all Obligations of Borrowers, including, in the case of each of clauses (a) and (b), reasonable attorneys' fees and expenses and any interest, fees or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding (clauses (a) and (b) being hereinafter referred to as the "Secured Obligations");

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement. Any terms used in this Agreement that are defined in the UCC shall be construed

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and defined as set forth in the UCC unless otherwise defined herein or in the Credit Agreement; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

(a) “Books” means books and Records (including each Grantor’s Records indicating, summarizing, or evidencing such Grantor’s assets (including the Collateral) or liabilities, each Grantor’s Records relating to such Grantor’s business operations or financial condition, and each Grantor’s Goods or General Intangibles (other than Trademarks and Intellectual Property Licenses related thereto) related to such information).

(b) “Borrowers” has the meaning specified therefor in the recitals to this Agreement.

(c) “Chattel Paper” means chattel paper (as that term is defined in the UCC) and includes tangible chattel paper and electronic chattel paper.

(d) “Collateral” has the meaning specified therefor in Section 2.

(e) “Commercial Tort Claims” means commercial tort claims (as that term is defined in the UCC), and includes those commercial tort claims listed on Schedule 2.

(f) “Copyrights” means copyrights and copyright registrations, including the copyright registrations and applications for registration listed on Schedule 3, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof and (iv) all of each Grantor’s rights corresponding thereto throughout the world (other than copyrights included in the definition of “Trademarks” hereunder).

(g) “Copyright Security Agreement” means each Copyright Security Agreement among Grantors, or any of them, and Administrative Agent, for the benefit of the Lender Group, in substantially the form of Exhibit A attached hereto, pursuant to which Grantors have granted to Administrative Agent, for the benefit of the Lender Group, a security interest in all their respective Copyrights.

(h) “Credit Agreement” has the meaning specified therefor in the recitals to this Agreement.

(i) “Deposit Account” means any deposit account (as that term is defined in the UCC).

(j) “Documents” means documents (as that term is defined in the UCC).

(k) “Draft” means a draft (as that term is defined in the UCC).

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- (l) “Equipment” means equipment (as that term is defined in the UCC).
  - (m) “First-Tier Foreign Subsidiary” shall mean any Foreign Subsidiary that is directly held by Parent or its Domestic Subsidiaries.
  - (n) “Fixtures” means fixtures (as that term is defined in the UCC).
  - (o) “General Intangibles” means general intangibles (as that term is defined in the UCC) and, in any event, including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill (including the goodwill associated with any Trademark), Patents, Trademarks, Copyrights, URLs and domain names, industrial designs, other industrial or Intellectual Property or rights therein or applications therefor, whether under license or otherwise, programs, programming materials, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, uncertificated Equity Interests not constituting a security (as defined in the UCC), and any other personal property other than commercial tort claims, money, Accounts, Chattel Paper, Deposit Accounts, Goods, Investment Related Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.
  - (p) “Goods” means goods (as that term is defined in the UCC).
  - (q) “Grantor” and “Grantors” has the meaning specified therefor in the recitals to this Agreement.
  - (r) “Insolvency Proceeding” means (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors, in each of case (a) and (b) undertaken under federal, state or foreign law, including the Bankruptcy Code.
  - (s) “Instrument” means an instrument (as that term is defined in the UCC).
  - (t) “Intellectual Property” means any and all Intellectual Property Licenses, Patents, Copyrights, Trademarks and trade secrets.
  - (u) “Intellectual Property Licenses” means a license or other agreement granting a right to use any Patent, Trademark, Copyright or other Intellectual Property, to which a Grantor is a party, whether as a licensee or a licensor, including the license agreements listed on Schedule 4, and the right to use any such Patent, Trademark, Copyright or other Intellectual Property (to the extent permitted by such license) in connection with the enforcement of the Lender Group’s rights under the Loan Documents, including the right to prepare for sale and sell
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any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses.

(v) “Inventory” means inventory (as that term is defined in the UCC).

(w) “Investment Related Property” means (i) investment property (as that term is defined in the UCC), and (ii) all of the following regardless of whether classified as investment property under the UCC: all Pledged Interests; Pledged Operating Agreements; and Pledged Partnership Agreements.

(x) “Letter-of-Credit Rights” means letter-of-credit rights (as that term is defined in the UCC).

(y) “Negotiable Collateral” means Instruments, Letter-of-Credit Rights, Promissory Notes, Drafts and Documents.

(z) “Patents” means patents and patent applications, including the patents and patent applications listed on Schedule 5, and (i) all continuations and continuations-in-part, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of each Grantor’s rights corresponding thereto throughout the world.

(aa) “Patent Security Agreement” means each Patent Security Agreement among Grantors, or any of them, and Administrative Agent, for the benefit of the Lender Group, in substantially the form of Exhibit B attached hereto, pursuant to which Grantors have granted to Administrative Agent, for the benefit of the Lender Group, a security interest in all their respective Patents.

(bb) “Pledged Companies” means, each Person listed on Schedule 6 as a “Pledged Company”, together with each other Person, all or a portion of whose Equity Interests, are acquired or otherwise owned by a Grantor after the Agreement Date and are required to be pledged to Administrative Agent under Section 6.20 of the Credit Agreement, other than any such Equity Interest excluded from the term “Collateral” under the last paragraph of Section 2.

(cc) “Pledged Interests” means all of each Grantor’s right, title and interest in and to all of the Equity Interests now or hereafter owned by such Grantor, regardless of class or designation, in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, including any certificates representing the Equity Interests, the right to request after the occurrence and during the continuation of an Event of Default that such Equity Interests be registered in the name of Administrative Agent or any of its nominees, the right to receive any certificates representing any of the Equity Interests and the right to require that such certificates be delivered to Administrative Agent together with undated powers or assignments of investment securities with respect thereto, duly endorsed in blank by such Grantor, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and of all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind,

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and cash, Instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing except that Pledged Interests shall not include any property or assets which are excluded from the term "Collateral" under the last paragraph of Section 2.

(dd) "Pledged Interests Addendum" means a Pledged Interests Addendum substantially in the form of Exhibit C to this Agreement.

(ee) "Pledged Operating Agreements" means all of each Grantor's rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.

(ff) "Pledged Partnership Agreements" means all of each Grantor's rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.

(gg) "Proceeds" has the meaning specified therefor in Section 2.

(hh) "Promissory Note" means a promissory note (as that term is defined in the UCC).

(ii) "Real Property" means any estates or interests in real property now owned or hereafter acquired by any Grantor and the improvements thereto.

(jj) "Record" means a record (as that term is defined in the UCC).

(kk) "Security Interest" has the meaning specified therefor in Section 2.

(ll) "Secured Obligations" has the meaning specified in the recitals to this Agreement.

(mm) "Securities Account" means a securities account (as that term is defined in the UCC).

(nn) "Supporting Obligations" means supporting obligations (as such term is defined in the UCC), and includes Letter-of-Credit Rights and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Related Property.

(oo) "Trademarks" means trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, and Copyrights (whether or not registered) embodied in any of the foregoing or related to works with which the goodwill of any Grantor has become associated, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of each

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Grantor's business symbolized by the foregoing and connected therewith, and (v) all of each Grantor's rights corresponding thereto throughout the world.

(pp) "URL" means "uniform resource locator," an internet web address.

2. Grant of Security. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lender Group, a continuing security interest (hereinafter referred to as the "Security Interest") in all personal property of such Grantor whether now owned or hereafter acquired or arising and wherever located, including such Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the "Collateral");

(a) all of such Grantor's Accounts (other than Accounts related to the Grantor's Trademarks and Intellectual Property Licenses related thereto);

(b) all of such Grantor's Books;

(c) all of such Grantor's Chattel Paper;

(d) all of such Grantor's interest with respect to any Deposit Account;

(e) all of such Grantor's Equipment and fixtures;

(f) all of such Grantor's General Intangibles (other than Trademarks or Intellectual Property Licenses related thereto);

(g) all of such Grantor's Inventory;

(h) all of such Grantor's Investment Related Property;

(i) all of such Grantor's Negotiable Collateral;

(j) all of such Grantor's rights in respect of Supporting Obligations;

(k) all of such Grantor's interest with respect to any Commercial Tort Claims listed on Schedule 2;

(l) all of such Grantor's money, Cash Equivalents, or other assets of each such Grantor that now or hereafter come into the possession, custody, or control of Administrative Agent or any other member of the Lender Group; and

(m) all of the proceeds and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or commercial tort claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, General Intangibles (other than Trademarks or Intellectual Property Licenses related thereto), Inventory, Investment Related Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in

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condemnation with respect to any of the property of Grantors constituting Collateral, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing Collateral (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Related Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Grantor or Administrative Agent from time to time with respect to any of the Investment Related Property.

Notwithstanding anything contained in this Section 2 to the contrary, the term "Collateral" shall not include: (i) any of the Equity Interests of a Foreign Subsidiary of a Grantor other than a First-Tier Foreign Subsidiary of such Grantor, (ii) with respect to any First-Tier Foreign Subsidiary of a Grantor, any Equity Interests in excess of sixty-five percent (65%) of the Equity Interests of such First-Tier Foreign Subsidiary, together with all certificates representing such Equity Interests, all Proceeds thereof and all rights relating thereto, (iii) any Equity Interests in an Excluded Subsidiary, (iv) any Equity Interests in Patch Licensing LLC, (v) any Trademark or any Intellectual Property License related thereto owned by any Grantor (as licensor or as licensee) and any Proceeds related thereto.

3. Security for Obligations. This Agreement and the Security Interest created hereby secures the payment and performance of all of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent or any other member of the Lender Group, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any other Grantor.

4. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements included in the Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Administrative Agent or any other member of the Lender Group of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the Collateral, and (c) no member of the Lender Group shall have any obligation or liability under such contracts and agreements included in the Collateral by reason of this Agreement, nor shall any member of the Lender Group be obligated to perform any of the obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Until an Event of Default shall occur and be continuing, except as otherwise provided in this Agreement, the Credit Agreement, or other Loan Documents, Grantors shall have the right to possession and enjoyment of the Collateral for the purpose of conducting the ordinary course of their respective businesses, subject to and upon the terms hereof and of the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the

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Pledged Interests, including all voting, consensual, and dividend rights, shall remain in the applicable Grantor until the occurrence of an Event of Default and until Administrative Agent shall notify the applicable Grantor of Administrative Agent's exercise of voting, consensual, or dividend rights with respect to the Pledged Interests pursuant to Section 15 hereof.

5. Representations and Warranties. Each Grantor hereby represents and warrants as follows:

(a) The exact legal name of each of the Grantors is set forth on the signature pages of this Agreement or a written notice provided to Administrative Agent pursuant to Section 8.7(f) of the Credit Agreement. No Grantor conducts, and, during the five-year period immediately preceding the Agreement Date, no Grantor has conducted, business under any trade name or other name other than those set forth on Schedule 1 attached hereto.

(b) Such Grantor's organizational identification number (within the meaning of Section 9-516(b)(5)(C)(iii) of the UCC), and its chief executive office, principal place of business and the place where such Grantor maintains its records concerning the Collateral is set forth on Schedule 1. If such Grantor is a corporation, limited liability company, limited partnership, corporate trust or other registered organization, the state under whose law such registered organization was organized is set forth on Schedule 1.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

(e) This Agreement creates a valid security interest in the Collateral of each of Grantors, to the extent a security interest therein can be created under the UCC, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the UCC, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements listing each applicable Grantor, as a debtor, and Administrative Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 7. Upon the making of such filings, Administrative Agent shall have a first priority perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by the filing of a financing statement subject only to Permitted Liens. All action by any Grantor necessary to protect and perfect such security interest on such Collateral has been duly taken.

(f) (i) Except for the Security Interest created hereby, each Grantor is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all Liens of the Pledged Interests indicated on Schedule 6 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Agreement Date; (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and nonassessable and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Pledged Companies of such Grantor identified on Schedule 6 as supplemented or modified by any Pledged Interests Addendum or any Supplement to this Agreement; (iii) such Grantor has the right and requisite authority to pledge the Investment Related Property pledged

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by such Grantor to Administrative Agent as provided herein; (iv) all actions necessary to perfect, establish the first priority (subject to any Permitted Liens) of, or otherwise protect, Administrative Agent's Security Interest in the Investment Related Collateral, and the proceeds thereof, will have been duly taken, (A) upon the execution and delivery of this Agreement; (B) upon the taking of possession by Administrative Agent of any certificates constituting the Pledged Interests, to the extent such Pledged Interests are represented by certificates, together with undated powers endorsed in blank by the applicable Grantor, (C) upon the filing of financing statements in the applicable jurisdiction set forth on Schedule 7 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates, and (D) with respect to any Securities Accounts, upon the delivery of control agreements with respect thereto; and (v) each Grantor has delivered to and deposited with Administrative Agent (or, with respect to any Pledged Interests created or obtained after the Agreement Date, will deliver and deposit in accordance with Sections 6(a) and 8 hereof) all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by such Grantor has been issued or transferred in violation of any securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(g) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a Security Interest by such Grantor in and to the Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by such Grantor, or (ii) for the exercise by Administrative Agent of the voting or other rights provided for in this Agreement with respect to the Investment Related Property or the remedies in respect of the Collateral pursuant to this Agreement, except as may be required in connection with such disposition of Investment Related Property by laws affecting the offering and sale of securities generally.

6. Covenants. Each Grantor, jointly and severally, covenants and agrees with Administrative Agent and the other members of the Lender Group that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 22 hereof:

(a) Possession of Collateral. In the event that any Collateral, including proceeds, is evidenced by or consists of Negotiable Collateral, Investment Related Property, or Chattel Paper, individually or in the aggregate, in the face amount of at least \$1,000,000, and if and to the extent that perfection or priority of Administrative Agent's Security Interest is dependent on or enhanced by possession, the applicable Grantor, promptly, but in any case within ten (10) Business Days thereof, upon the request of Administrative Agent and in accordance with Section 8 hereof, shall execute such other documents and instruments as shall be requested by Administrative Agent or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Related Property, or Chattel Paper to Administrative Agent, together with such undated powers endorsed in blank as shall be requested by Administrative Agent;

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(b) Chattel Paper.

(i) Each Grantor shall take all steps reasonably necessary to grant Administrative Agent control of all electronic Chattel Paper in accordance with the UCC and all "transferable records" as that term is defined in Section 16 of the Uniform Electronic Transaction Act and Section 201 of the federal Electronic Signatures in Global and National Commerce Act as in effect in any relevant jurisdiction with respect to Chattel Paper, individually or in the aggregate, in the face amount of at least \$1,000,000;

(ii) If any Grantor retains possession of any Chattel Paper or Instruments, individually or in the aggregate, in the face amount of at least \$1,000,000 (which retention of possession shall be subject to the extent permitted hereby and by the Credit Agreement), promptly upon the request of Administrative Agent, such Chattel Paper and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the Security Interest of SunTrust Bank, as Administrative Agent for the benefit of the Lender Group";

(c) Control Agreements.

(i) Each Grantor shall obtain an authenticated Blocked Account Agreement, in form and substance satisfactory to Administrative Agent, as required pursuant to Section 6.15 of the Credit Agreement;

(ii) Each Grantor shall obtain authenticated control agreements, all in form and substance satisfactory to Administrative Agent, from each issuer (other than a Pledged Company) of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for any Grantor, individually or in the aggregate, having a value of more than \$1,000,000 and to the extent otherwise constituting Collateral;

(d) Letter-of-Credit Rights. Each Grantor that is or becomes the beneficiary of a letter of credit shall promptly (and in any event within thirty (30) days after becoming a beneficiary), notify Administrative Agent thereof and, as to Letter-of-Credit Rights arising under letters of credit, individually or in the aggregate, having a face amount of more than \$1,000,000, upon the request by Administrative Agent, enter into a tri-party agreement with Administrative Agent and the issuer or confirmation bank with respect to Letter-of-Credit Rights assigning such Letter-of-Credit Rights to Administrative Agent and directing all payments thereunder to Administrative Agent, all in form and substance satisfactory to Administrative Agent;

(e) Commercial Tort Claims. Each Grantor shall promptly (and in any event within ten (10) Business Days of receipt thereof), notify Administrative Agent in writing upon incurring or otherwise obtaining a Commercial Tort Claim which if successful would involve a claim having a projected value of at least \$1,000,000, after the date hereof against any third party and, upon request of Administrative Agent, promptly amend Schedule 2 to this Agreement, authorize the filing of additional financing statements or amendments to existing financing statements and do such other acts or things deemed necessary or desirable by Administrative

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Agent to give Administrative Agent a first priority, perfected security interest in any such Commercial Tort Claim;

(f) Intentionally Omitted:

(g) Intellectual Property.

(i) Upon request of Administrative Agent, in order to facilitate filings with the United States Patent and Trademark Office and the United States Copyright Office, each Grantor shall execute and deliver to Administrative Agent one or more Copyright Security Agreements or Patent Security Agreements to evidence Administrative Agent's Lien on such Grantor's Patents or Copyrights, and the General Intangibles (other than Trademarks and Intellectual Property Licenses related thereto) of such Grantor relating thereto or represented thereby, in each case, except to the extent excluded from the term "Collateral" under the last paragraph of Section 2;

(ii) Each Grantor shall have the duty, to the extent materially necessary or economically desirable, in the good faith judgment of such Grantor, in the operation of such Grantor's business, (A) to promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, (B) 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, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (D) to take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights and Intellectual Property Licenses related thereto, and its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Any expenses incurred in connection with the foregoing shall be borne by the appropriate Grantor. Each Grantor further agrees not to abandon any Trademark, Patent, Copyright, or Intellectual Property License related thereto that is materially necessary or economically desirable in the operation of such Grantor's business without the prior written consent of Administrative Agent, except as permitted by the Credit Agreement;

(iii) Grantors acknowledge and agree that the members of the Lender Group shall have no duties with respect to the Trademarks, Patents, Copyrights, or Intellectual Property Licenses related thereto. Without limiting the generality of this Section 6(g), Grantors acknowledge and agree that no member of the Lender Group shall be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights, or Intellectual Property Licenses related thereto against any other Person, but Administrative Agent or any member of the Lender Group may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of Borrowers and shall be chargeable to the Loan Account;

(iv) Promptly upon any filing of an application for the registration of any Patent with the United States Patent and Trademark Office or any Copyright with the United

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States Copyright Office or any similar office or agency, each Grantor shall comply with Section 6(g)(i) hereof;

(h) Investment Related Property.

(i) If any Grantor shall receive or become entitled to receive any Pledged Interests after the Agreement Date (other than Dividends paid in cash), it shall promptly (and in any event within thirty (30) Business Days of receipt thereof) deliver to Administrative Agent a duly executed Pledged Interests Addendum identifying such Pledged Interests;

(ii) Upon the occurrence and during the continuance of an Event of Default, all sums of money and property paid or distributed in respect of the Pledged Interests which are received by any Grantor shall be held by the Grantors in trust for the benefit of Administrative Agent segregated from such Grantor's other property, and such Grantor shall deliver it forthwith to Administrative Agent in the exact form received;

(iii) No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests to the extent prohibited under the terms and conditions of the Credit Agreement;

(iv) Each Grantor agrees that it will cooperate with Administrative Agent in obtaining all necessary approvals and making all necessary filings under federal, state or local law in connection with the Security Interest on the Pledged Interests or any sale or transfer thereof;

(v) As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby represents, warrants and covenants that the Pledged Interests issued pursuant to such agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets, (B) do not and will not constitute investment company securities, and (C) are not and will not be held by such Grantor in a securities account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provide or shall provide that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction;

(i) Intentionally Omitted:

(j) Transfers and Other Liens. Grantors shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except expressly permitted by the Credit Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral of any of Grantors, except for Permitted Liens. The inclusion of Proceeds in the Collateral shall not be deemed to constitute Administrative Agent's consent to any sale or other disposition of any of the Collateral otherwise prohibited under this Agreement or the other Loan Documents; and

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(k) Other Actions as to Any and All Collateral. Each Grantor shall promptly (and in any event within ten (10) Business Days of acquiring or obtaining such Collateral) notify Administrative Agent in writing upon acquiring or otherwise obtaining any Collateral after the date hereof consisting of Investment Related Property (other than any security or security entitlement that is maintained in a securities account which is subject to a tri-party control agreement among the Administrative Agent, the applicable Grantor and the securities intermediary), Chattel Paper (electronic, tangible or otherwise), promissory notes (as defined in the UCC), or Instruments, in each case, individually or in the aggregate, having a face amount of at least \$1,000,000 and upon the request of Administrative Agent and in accordance with Section 8 hereof, promptly execute such other documents, or if applicable, deliver such Chattel Paper, other documents or certificates evidencing any Investment Related Property in accordance with Section 6 hereof and do such other acts or things deemed necessary or desirable by Administrative Agent to protect Administrative Agent's Security Interest therein.

7. Relation to Other Security Documents. The provisions of this Agreement shall be read and construed with the other Loan Documents referred to below in the manner so indicated.

(a) Credit Agreement. In the event of any conflict between any provision in this Agreement and a provision in the Credit Agreement, such provision of the Credit Agreement shall control.

(b) Patent and Copyright Security Agreements. The provisions of the Copyright Security Agreements and Patent Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in the Copyright Security Agreements or the Patent Security Agreements shall limit any of the rights or remedies of Administrative Agent hereunder.

8. Further Assurances.

(a) Each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that Administrative Agent may reasonably request, in order to perfect and protect any Security Interest granted or purported to be granted hereby or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(b) Each Grantor authorizes the filing by Administrative Agent financing or continuation statements, or amendments thereto, and such Grantor will execute and deliver to Administrative Agent such other instruments or notices, as may be necessary or as Administrative Agent may reasonably request, in order to perfect and preserve the Security Interest granted or purported to be granted hereby.

(c) Each Grantor authorizes Administrative Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments describing the Collateral as defined herein.

(d) Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in

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connection with this Agreement without the prior written consent of Administrative Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

9. Administrative Agent's Right to Perform Contracts. Upon the occurrence and during the continuance of an Event of Default, Administrative Agent (or its designee) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could.

10. Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Administrative Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement, to take any action and to execute any instrument which Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts constituting Collateral or any other Collateral of such Grantor;

(b) to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of Administrative Agent;

(c) to receive, indorse, and collect any Drafts or other Instruments, Documents, Negotiable Collateral or Chattel Paper;

(d) to file any claims or take any action or institute any proceedings which Administrative Agent may deem necessary or desirable for the collection of any of the Collateral of such Grantor or otherwise to enforce the rights of Administrative Agent with respect to any of the Collateral;

(e) to repair, alter, or supply Goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor constituting Collateral;

(f) to use any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, advertising matter or other industrial or intellectual property rights, in advertising for sale and selling Inventory and other Collateral and to collect any amounts due under Accounts constituting Collateral, contracts or Negotiable Collateral of such Grantor to the extent permitted under applicable licenses agreements or as permitted by Applicable Law; and

(g) Administrative Agent on behalf of the Lender Group shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Patents, Copyrights and Intellectual Property Licenses related to Patents and Copyrights and, if Administrative Agent shall commence any such suit, the appropriate Grantor shall, at the request of Administrative

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Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact 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.

11. Administrative Agent May Perform. If any of Grantors fails to perform any agreement contained herein, Administrative Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of Administrative Agent incurred in connection therewith shall be payable, jointly and severally, by Grantors.

12. Administrative Agent's Duties. The powers conferred on Administrative Agent hereunder are solely to protect Administrative Agent's interest in the Collateral, for the benefit of the Lender Group, and shall not impose any duty upon Administrative Agent to exercise any such powers. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, Administrative Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its actual possession if such Collateral is accorded treatment substantially equal to that which Administrative Agent accords its own property.

13. Collection of Certain Accounts, Certain General Intangibles and Negotiable Collateral. At any time upon the occurrence and during the continuation of an Event of Default, Administrative Agent or Administrative Agent's designee may (a) notify Account Debtors of any Grantor to pay all amounts owing on Accounts constituting Collateral to Administrative Agent, for the benefit of the Lender Group, and (b) collect the Accounts, General Intangibles and Negotiable Collateral (in each case to the extent constituting Collateral) directly, and any collection costs and expenses shall constitute part of such Grantor's Secured Obligations under the Loan Documents.

14. Disposition of Pledged Interests by Administrative Agent. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal or state securities laws of the United States and disposition thereof after an Event of Default may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, Administrative Agent may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if the Pledged Interests were registered and qualified pursuant to federal and state securities laws and sold on the open market. Each Grantor, therefore, agrees that: (a) if Administrative Agent shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, Administrative Agent shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best manner

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in which to offer the Pledged Interest or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof; and (b) such reliance shall be conclusive evidence that Administrative Agent has handled the disposition in a commercially reasonable manner.

15. Voting Rights.

(a) Upon the occurrence and during the continuation of an Event of Default, (i) Administrative Agent may, at its option, and with prior notice to any Grantor, and in addition to all rights and remedies available to Administrative Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights, and all other ownership or consensual rights in respect of the Pledged Interests owned by such Grantor, but under no circumstances is Administrative Agent obligated by the terms of this Agreement to exercise such rights, and (ii) if Administrative Agent duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints Administrative Agent, such Grantor's true and lawful attorney-in-fact and IRREVOCABLE PROXY to vote such Pledged Interests in any manner Administrative Agent deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney granted hereby is coupled with an interest and shall be irrevocable.

(b) For so long as any Grantor shall have the right to vote the Pledged Interests owned by it, such Grantor covenants and agrees that it will not, without the prior written consent of Administrative Agent, vote or take any consensual action with respect to such Pledged Interests which would materially adversely affect the rights of Administrative Agent and the other members of the Lender Group with respect to the Borrower Parties taken as a whole.

16. Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the UCC or any other Applicable Law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, Administrative Agent without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any of Grantors or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC or any other Applicable Law), may take immediate possession of all or any portion of the Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of Administrative Agent forthwith, assemble all or part of the Collateral as directed by Administrative Agent and make it available to Administrative Agent at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Administrative Agent's offices or elsewhere, for cash, on credit, and upon such other terms as Administrative Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days notice to any of Grantors of the time and place of any public sale or the time after

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which any private sale is to be made shall constitute reasonable notification and specifically such notice shall constitute a reasonable “authenticated notification of disposition” within the meaning of Section 9-611 of the UCC. Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Administrative Agent is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor’s labels, Patents, Copyrights, rights of use of any name, trade secrets, trade names, Trademarks, service marks and advertising matter, URLs, domain names, industrial designs, other industrial or Intellectual Property or any property of a similar nature, whether owned by any of Grantors or with respect to which any of Grantors have rights under license, sublicense, or other agreements, as it pertains to the Collateral, in preparing for sale, advertising for sale and selling any Collateral, and each Grantor’s rights under all licenses and all franchise agreements shall inure to the benefit of Administrative Agent in each case, to the extent permitted under applicable licenses and franchise agreements or as permitted by Applicable Law.

(c) Any cash held by Administrative Agent as Collateral and all cash proceeds received by Administrative Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral shall be applied against the Secured Obligations in the order set forth in the Credit Agreement. In the event the proceeds of Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(d) Each Grantor hereby acknowledges that the Secured Obligations arose out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing, Administrative Agent shall, to the extent permitted by Applicable Law, have the right to an immediate writ of possession without notice of a hearing. Administrative Agent shall have the right to the appointment of a receiver for the properties and assets of each of Grantors, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantors may have thereto or the right to have a bond or other security posted by Administrative Agent.

17. Remedies Cumulative. Each right, power, and remedy of Administrative Agent as provided for in this Agreement or in the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or in the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Administrative Agent, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Administrative Agent of any or all such other rights, powers, or remedies.

18. Marshaling. Administrative Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or

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other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Administrative Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

19. Intentionally Omitted.

20. Merger, Amendments, Etc. 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 AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Agreement, and no consent to any departure by any of Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Administrative Agent and each of Grantors to which such amendment applies.

21. Addresses for Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to Administrative Agent at its address specified in the Credit Agreement, and to any of the Grantors at their respective addresses specified in the Credit Agreement or, as to any party, at such other address as shall be designated by such party in a written notice to the other party.

22. Continuing Security Interest: Assignments under Credit Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the Obligations have been repaid in full in cash, or otherwise satisfied to the satisfaction of the Lender Group, in accordance with the provisions of the Credit Agreement and the Revolving Loan Commitment has expired or has been terminated, (b) be binding upon each of Grantors, and their respective successors and assigns, and (c) inure to the benefit of, and be enforceable by, Administrative Agent, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may, in accordance with the provisions of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise. Upon repayment in full in cash, or other satisfaction to the satisfaction of the Lender Group, of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Revolving Loan Commitment, the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto. At such time, Administrative Agent will authorize the filing of appropriate

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termination statements to terminate such Security Interests. No transfer or renewal, extension, assignment, or termination of this Agreement or of the Credit Agreement, any other Loan Document, or any other instrument or document executed and delivered by any Grantor to Administrative Agent nor any additional Advances or other loans made by any Lender to Borrowers, nor the taking of further security, nor the retaking or re-delivery of the Collateral to Grantors, or any of them, by Administrative Agent, nor any other act of any member of the Lender Group shall release any of Grantors from any obligation, except a release or discharge executed in writing by Administrative Agent in accordance with the provisions of the Credit Agreement. Administrative Agent shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Administrative Agent and then only to the extent therein set forth. A waiver by Administrative Agent of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which Administrative Agent would otherwise have had on any other occasion.

23. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

(a) 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.

(b) FOR PURPOSES OF ANY LEGAL ACTION OR PROCEEDING BROUGHT BY ANY MEMBER OF THE LENDER GROUP WITH RESPECT TO THIS AGREEMENT, EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND HEREBY IRREVOCABLY DESIGNATES AND APPOINTS, AS ITS AUTHORIZED AGENT FOR SERVICE OF PROCESS IN THE STATE OF NEW YORK, ADMINISTRATIVE BORROWER, OR SUCH OTHER PERSON AS SUCH GRANTOR SHALL DESIGNATE HEREAFTER BY WRITTEN NOTICE GIVEN TO ADMINISTRATIVE AGENT (THE "DESIGNEE"). THE CONSENT TO JURISDICTION HEREIN SHALL NOT BE EXCLUSIVE. THE LENDER GROUP SHALL FOR ALL PURPOSES AUTOMATICALLY, AND WITHOUT ANY ACT ON THEIR PART, BE ENTITLED TO TREAT SUCH DESIGNEE OF EACH GRANTOR AS THE AUTHORIZED AGENT TO RECEIVE FOR AND ON BEHALF OF SUCH GRANTOR SERVICE OF WRITS, OR SUMMONS OR OTHER LEGAL PROCESS IN THE STATE OF NEW YORK, WHICH SERVICE SHALL BE DEEMED EFFECTIVE PERSONAL SERVICE ON SUCH GRANTOR SERVED WHEN DELIVERED TO THE DESIGNEE, WHETHER OR NOT SUCH DESIGNEE GIVES NOTICE TO SUCH GRANTOR; AND DELIVERY OF SUCH SERVICE TO ITS AUTHORIZED AGENT SHALL BE DEEMED TO BE MADE WHEN PERSONALLY DELIVERED. IF THE DESIGNEE IS THE ADMINISTRATIVE BORROWER OR AN AFFILIATE OF ADMINISTRATIVE BORROWER, SERVICE SHALL BE MADE ON DESIGNEE BY DELIVERY TO THE DESIGNEE'S AGENT REGISTERED WITH THE NEW YORK SECRETARY OF STATE FOR SERVICE OF PROCESS. IN THE EVENT THAT, FOR ANY REASON, SUCH DESIGNEE SHALL NO LONGER SERVE AS DESIGNEE FOR A GRANTOR TO RECEIVE SERVICE OF PROCESS IN THE STATE OF NEW YORK, SUCH GRANTOR SHALL SERVE AND ADVISE THE ADMINISTRATIVE AGENT THEREOF SO THAT AT ALL TIMES EACH GRANTOR WILL MAINTAIN AN

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AGENT TO RECEIVE SERVICE OF PROCESS IN THE STATE OF NEW YORK ON BEHALF OF SUCH GRANTOR WITH RESPECT TO THIS AGREEMENT. IN THE EVENT THAT, FOR ANY REASON, SERVICE OF LEGAL PROCESS CANNOT BE MADE IN THE MANNER DESCRIBED ABOVE, SUCH SERVICE MAY BE MADE IN SUCH MANNER AS PERMITTED BY LAW.

(c) EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION IT WOULD MAKE NOW OR HEREAFTER FOR THE LAYING OF VENUE OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN THE FEDERAL COURTS OF THE UNITED STATES SITTING IN NEW YORK COUNTY, NEW YORK, AND HEREBY IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(d) EACH GRANTOR AND EACH MEMBER OF THE LENDER GROUP TO THE EXTENT PERMITTED BY APPLICABLE LAW WAIVES, AND OTHERWISE AGREES NOT TO REQUEST, A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OF ANY TYPE IN WHICH ANY GRANTOR, ANY MEMBER OF THE LENDER GROUP OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IS A PARTY, AS TO ALL MATTERS AND THINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT.

24. New Subsidiaries. Pursuant to Section 6.20 of the Credit Agreement, any new direct or indirect Domestic Subsidiary (whether by acquisition or creation) of a Grantor (other than an Excluded Subsidiary) is required to enter into this Agreement by executing and delivering in favor of Administrative Agent a supplement to this Agreement 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 Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Agreement shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor hereunder.

25. Administrative Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the “Administrative Agent” shall be a reference to Administrative Agent, for the benefit of the Lender Group.

26. Miscellaneous.

(a) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an

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original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

(c) Headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof.

(d) The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

(e) Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

PLEDGE AND SECURITY AGREEMENT

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**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SFI OF OXFORD ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA R&R HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

PLEDGE AND SECURITY AGREEMENT

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SCHEDULES TO THE  
AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

by and among

OXFORD INDUSTRIES, INC.,  
TOMMY BAHAMA GROUP, INC.,  
and the other Grantors party thereto

and

SUNTRUST BANK,  
as the Administrative Agent,

As of August 15, 2008

Certain information set forth in these Schedules has been included and disclosed solely for informational purposes and may not be required to be disclosed pursuant to the terms and conditions of the Amended and Restated Pledge and Security Agreement described above (the "Agreement"). No information so included and disclosed shall be deemed to establish a standard of materiality or otherwise be used to determine whether such information or any other information is material.

Capitalized terms used but not defined in the Schedules shall have the meanings ascribed to them in the Agreement, including terms defined by reference to the Credit Agreement, as defined therein.

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## SCHEDULE 1

### TRADE NAMES; ORGANIZATIONAL IDENTIFICATION NUMBERS; CHIEF EXECUTIVE OFFICES

#### **A. Trade names and prior names.**

1. On July 30, 2004, Oxford Clothing Corporation, a Georgia corporation, changed its name to Ben Sherman Clothing, Inc., a Georgia corporation.
2. In January 2005, Viewpoint International, Inc., a Delaware corporation, changed its name to Tommy Bahama Group, Inc., a Delaware corporation.
3. The following names have been used by Tommy Bahama R&R Holdings, Inc. (or by entities which have been merged into Tommy Bahama R&R Holdings, Inc.) within the past five years:

Tommy Bahama Ala Moana	Tommy Bahama Palm Desert
Tommy Bahama Atlantic City	Tommy Bahama Palo Alto
Tommy Bahama Austin	Tommy Bahama Pasadena
Tommy Bahama Biltmore	Tommy Bahama Phipps Plaza
Tommy Bahama Birmingham	Tommy Bahama Primm
Tommy Bahama Boca Raton	Tommy Bahama Relax
Tommy Bahama's Tropical Café & Emporium	Tommy Bahama San Diego Fashion Valley
Tommy Bahama Café Emporium	Tommy Bahama San Jose
Tommy Bahama Charleston	Tommy Bahama Sarasota
Tommy Bahama Cherry Creek	Tommy Bahama South Park
Tommy Bahama Dallas	Tommy Bahama St. Augustine
Tommy Bahama Dallas Galleria	Tommy Bahama Troy
Tommy Bahama Farmers Market	Tommy Bahama Tucson
Tommy Bahama's Island Grille	Tommy Bahama Tysons Galleria
Tommy Bahama Kansas City	Tommy Bahama Wailea
Tommy Bahama La Jolla	Tommy Bahama Walnut Creek
Tommy Bahama Las Olas	Tommy Bahama Whalers Village
Tommy Bahama Las Vegas	Tommy Bahama Woodbury Commons
Tommy Bahama Las Vegas Fashion Show	Tommy Bahama International Plaza
Tommy Bahama Las Vegas Forum	Tommy Bahama Short Hills
Tommy Bahama Manhattan Village	Tommy Bahama Wellington Green
Tommy Bahama Mauna Lani	Tommy Bahama Woodlands
Tommy Bahama Mission Viejo	Tommy Bahama Womens Swimwear
Tommy Bahama Myrtle Beach	Tommy Bahama Golf
Tommy Bahama Newport Beach	Indigo Palms Fashion Island
Tommy Bahama North Scottsdale	Indigo Palms Las Vegas Forum
Tommy Bahama Orlando	Indigo Palms Santana Row
Tommy Bahama Palm Beach Gardens	Indigo Palms Las Olas

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4. The following Subsidiaries have used the following names:

Piedmont Apparel Corporation has used Airman Shirt Co., Ltd.

Lionshead Clothing Company has used Manchester Shirts, Inc.

SFI of Oxford Acquisition Corporation has used Arnold Brant.

Tommy Bahama Group, Inc. has used the names Tommy Bahama Golf, Indigo Palms, Island Soft and Tommy Bahama Relax.

Oxford of South Carolina, Inc. has used the name Next Day Apparel, Inc. (asset purchase).

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**B. Organizational Information.**

<b>Grantor</b>	<b>Jurisdiction of Formation or Incorporation</b>	<b>Organizational Identification Number</b>	<b>Chief Executive Office and Principal Place of Business</b>
Oxford Industries, Inc.	Georgia	J313189	222 Piedmont Avenue Atlanta, GA 30308-1545
Tommy Bahama Group, Inc.	Delaware	2304525	428 West Lake Avenue North Seattle, WA 98109
Ben Sherman Clothing, Inc.	Georgia	K420057	222 Piedmont Avenue Atlanta, GA 30308-1545
Lionshead Clothing Company	Delaware	3061645	222 Piedmont Avenue Atlanta, GA 30308-1545
Oxford Caribbean, Inc.	Delaware	2550988	222 Piedmont Avenue Atlanta, GA 30308-1545
Oxford Garment, Inc.	Delaware	2209382	222 Piedmont Avenue Atlanta, GA 30308-1545
Oxford International, Inc.	Georgia	J204283	222 Piedmont Avenue Atlanta, GA 30308-1545
Oxford Lockbox, Inc.	Delaware	4132945	222 Piedmont Avenue Atlanta, GA 30308-1545
Oxford of South Carolina, Inc.	South Carolina	None	222 Piedmont Avenue Atlanta, GA 30308-1545
Piedmont Apparel Corporation	Delaware	3061644	222 Piedmont Avenue Atlanta, GA 30308-1545
SFI of Oxford Acquisition Corporation	Delaware	4029893	222 Piedmont Avenue Atlanta, GA 30308-1545
Tommy Bahama Beverages, LLC	Delaware	3882133	222 Piedmont Avenue Atlanta, GA 30308-1545
Tommy Bahama R&R Holdings, Inc.	Delaware	2691928	222 Piedmont Avenue Atlanta, GA 30308-1545
Tommy Bahama Texas Beverages, LLC	Texas	800416300	9595 Six Pines Drive, Suite 700 The Woodlands, TX 77380
Viewpoint Marketing, Inc.	Florida	P07000063076	222 Piedmont Avenue Atlanta, GA 30308-1545

**C. Records regarding Collateral.**

Records regarding the Collateral are maintained at 222 Piedmont Avenue, Atlanta, GA 30308-1545.

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**SCHEDULE 2**

COMMERCIAL TORT CLAIMS

None.

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**SCHEDULE 3**

## COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

(See attached pages)

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Author/Claimant</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
TB3750 TB1095 (21) LA NINA COLADA CAMP		Viewpoint International, Inc.	VA 1-245-389	2002	Fabric Design
TB 3754 (21) LEAF AND LET LEAF CAMP		Viewpoint International, Inc.	VA 1-245-390	2002	Fabric Design
T83803 (21) VINTAGE VINES		Viewpoint International, Inc.	VA 1-245-391	2002	Fabric Design
TB3778 (21) LOVERS LANE		Viewpoint International, Inc.	VA 1-245-392	2002	Fabric Design
TB3752 (21) PERSIAN PROMISE		Viewpoint International, Inc.	VA 1-245-393	2002	Fabric Design
TB3770 (21) CATALINA CORSAGE		Viewpoint International, Inc.	VA 1-245-394	2002	Fabric Design
TB3747 TB9051 (21) GARDEN OF HOPE AND COURAGE MENS		Viewpoint International, Inc.	VA 1-245-395	2002	Fabric Design
TB3777 (21) KIMONO		Viewpoint International, Inc.,	VA 1-245-396	2002	Fabric Design
TB3667 (21) FLORAL IMPRESSION (BORDER)		Viewpoint International, Inc.	VA 1-245-397	2002	Fabric Design
TB3788 (21) FOULARD'S GOLD CAMP		Viewpoint International, Inc.	VA 1-245-398	2002	Fabric Design
TB3749 (21) NO MONEY, NO HONEY CAMP		Viewpoint International, Inc.,	VA 1-245-399	2002	Fabric Design
TB3792 (21) EL JARDIN CAMP		Viewpoint International, Inc.	VA 1-245-400	2002	Fabric Design
TB3748 TB9052 (21) BAHAMARAMA		Viewpoint International, Inc.	VA 1-245-401	2002	Fabric Design
TB2370 (21) GARDEN OF EDEN		Viewpoint International, Inc.	VA 1-245-402	2002	Fabric Design
TB2390 (21) OOH LA LEI POLO		Viewpoint International, Inc.	VA 1-245-403	2002	Fabric Design
TB2398 (21) ST. LUCIO POLO		Viewpoint International, Inc.	VA 1-245-404	2002	Fabric Design
TB3781 TB1093 TB9056 (21) LOBSTER LIASON CAMP		Viewpoint International, Inc.,	VA 1-245-405	2002	Fabric Design
TB3736 TB9048 (21) ISLAND OF DESIRE		Viewpoint International, Inc.	VA 1-245-406	2002	Fabric Design
TB2397 (21) WATER LILY		Viewpoint International, Inc.	VA 1-245-407	2002	Fabric Design
TB2396/TB3799 (21) MAKIN' WAVES/BLOW ME AWAY CAMP		Viewpoint International, Inc.	VA 1-245-408	2002	Fabric Design
TB3763 (21) PAISLEY PASSION		Viewpoint International, Inc.	VA 1-245-409	2002	Fabric Design
TB2371 (21) FLORAL RHAPSODY		Viewpoint International, Inc.	VA 1-245-410	2002	Fabric Design
TB3756 (21) PLAID TASTIK CAMP		Viewpoint International, Inc.	VA 1-245-411	2002	Fabric Design
TB3734/TB9045 BONGO CONGO CAMP		Viewpoint International, Inc.	VA 1-245-412	2002	Fabric Design
TB3739 (21) SEISMO-PLAID CAMP		Viewpoint International, Inc.	VA 1-245-413	2002	Fabric Design

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TB3745 (21) A SHORE THING CAMP		Viewpoint International, Inc.	VA 1-245-414	2002	Fabric Design
TB3773 TB9048 (21) HERMIT THE CRAB CAMP		Viewpoint International, Inc.	VA 1-245-352	2002	Fabric Design
TB1091 (21) PARADISE PAISLEY		Viewpoint International, Inc.	VA 1-245-353	2002	Fabric Design
TB3735 (21) FAN FLORA CAMP		Viewpoint International, Inc.	VA 1-245-354	2002	Fabric Design
TB2373 (21) SOLSTICE		Viewpoint International, Inc.	VA 1-245-355	2002	Fabric Design
TB3761 (21) TRYST IN THE MIST CAMP		Viewpoint International, Inc.	VA 1-245-358	2002	Fabric Design
TB1086 (21) PINA POWER		Viewpoint International, Inc.	VA 1-245-356	2002	Fabric Design
TB2372 121) PINEAPPLE-PICK-ME-UP POLO		Viewpoint International, Inc.	VA 1-245-357	2002	Fabric Design
TB2344 (21) PANDA CHOW POLO		Viewpoint International, Inc.	VA 1-245-360	2002	Fabric Design
TB3800 TB9047 TB1094 (21) BRUCE'S BALLAD CAMP		Viewpoint International, Inc.	VA 1-245-359	2002	Fabric Design
TB3806 (21) SHELL SHOCKED CAMP		Viewpoint International, Inc.	VA 1-245-361	2002	Fabric Design
TB3740 (21) BE THERE OR BE SQUARE CAMP		Viewpoint International, Inc.	VA 1-245-362	2002	Fabric Design
TB1092 (21) CALYPSO QUEEN		Viewpoint International, Inc.	VA 1-245-363	2002	Fabric Design
TB3755 (21) PLAID TO SEE YOU CAMP		Viewpoint International, Inc.	VA 1-245-364	2002	Fabric Design
TB3753 (21) FLORENTINE SHELL		Viewpoint International, Inc.	VA 1-245-365	2002	Fabric Design
TB3918 (21) SHADY PALMS CAMP		Viewpoint International, Inc.	VA 1-245-368	2002	Fabric Design
TB3917 (21) SUGAR PLAIDY CAMP		Viewpoint International, Inc.	VA 1-245-357	2002	Fabric Design
TB3757 (21) PARADISE BOUND CAMP		Viewpoint International, Inc.	VA 1-245-368	2002	Fabric Design
TB3775 (21) GARDEN OF HOPE AND COURAGE WOMENS		Viewpoint International, Inc.	VA 1-245-369	2002	Fabric Design
TB3780 TB9053 (21) SOLSTICE		Viewpoint International, Inc.	VA 1-245-370	2002	Fabric Design
TB3759 (21) HELLUVA HONEYMOON		Viewpoint International, Inc.	VA 1-245-371	2002	Fabric Design
TB3782A/TB9054 (21) BIM-BAM-BOOM		Viewpoint International, Inc.	VA 1-245-372	2002	Fabric Design
TB2384 (21) TWILIGHT WHISPER		Viewpoint International, Inc.	VA 1-245-373	2002	Fabric Design
TB3733 (21) PAISLEY PALACE		Viewpoint International, Inc.	VA 1-245-374	2002	Fabric Design
TB3772 (21) ALTANIS DELIGHT		Viewpoint International, Inc.	VA 1-245-375	2002	Fabric Design



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TB3779 (21) FLORAL SUSPENSE		Viewpoint International, Inc.	VA 1-245-376	2002	Fabric Design
TB3910 (21) FERN EUPHORIA		Viewpoint International, Inc.	VA 1-245-377	2002	Fabric Design
TB2404 (21) BANDITO LITO		Viewpoint International, Inc.	VA 1-245-378	2002	Fabric Design
TB3798 TB9060 (21) HALO HALO		Viewpoint International, Inc.	VA 1-245-379	2002	Fabric Design
TB3632 (21) JURASSIC PALMS CAMP		Viewpoint International, Inc.	VA 1-245-380	2002	Fabric Design
TB3922 (21) TIKI TIME CAMP		Viewpoint International, Inc.	VA 1-245-381	2002	Fabric Design
TB3789 (21) PINEAPPLE TWIST CAMP		Viewpoint International, Inc.	VA 1-245-382	2002	Fabric Design
TB3758 TB9057 (21) TAKEN BY STORM CAMP		Viewpoint International, Inc.	VA 1-245-383	2002	Fabric Design
TB2374 (21) KING OF THE JUNGLE POLO		Viewpoint International, Inc.	VA 1-245-384	2002	Fabric Design
TB3792 (21) FLORAL IMPRESSION (BACKGRD)		Viewpoint International, Inc.	VA 1-245-385	2002	Fabric Design
TB3737 (21) SINGAPORE SENSATION		Viewpoint International, Inc.	VA 1-245-386	2002	Fabric Design
TB30012 (23) BIG KAHUNA POND		Viewpoint International, Inc.	VA 1-247-502	2002	Fabric Design
TB30006 (23) PLAD ABOUT PAISLEY		Viewpoint International, Inc.	VA 1-247-503	2002	Fabric Design
TB3925 (23) BAMBOO BLIND		Viewpoint International, Inc.	VA 1-247-504	2002	Fabric Design
TB2410 (23) FERNTASIA		Viewpoint International, Inc.	VA 1-247-505	2002	Fabric Design
TB30029 (23) SANDPIPER PLAID		Viewpoint International, Inc.	VA 1-247-506	2002	Fabric Design
TB3920 (23) TAHITIAN TANGO		Viewpoint International, Inc.	VA 1-247-507	2002	Fabric Design
TB3997 (23) RUM RUNNER STRIPE		Viewpoint International, Inc.	VA 1-247-508	2002	Fabric Design
TB30011/TB9062 (23) FLORAL ANTIQUITY	GARDEN OF HOPE AND COURAGE	Viewpoint International, Inc.	VA 1-247-509	2002	Fabric Design
TB3935 (23) EASY CHECK		Viewpoint International, Inc.	VA 1-247-510	2002	Fabric Design
TB3982/TB9072 (23) CAPE CARNIVAL		Viewpoint International, Inc.	VA 1-247-511	2002	Fabric Design
TB2433 (23) TAHITIAN TANGO		Viewpoint International, Inc.	VA 1-247-512	2002	Fabric Design
TB3957/TB2413/TB1108 (23) HYPNOTIC PALMS		Viewpoint International, Inc.	VA 1-247-513	2002	Fabric Design
TB30034 (23) PALMOA PALMS		Viewpoint International, Inc.	VA 1-247-514	2002	Fabric Design
TB3985/TB9075 (23) HANA HEAVEN		Viewpoint International, Inc.	VA 1-247-515	2002	Fabric Design

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TB2412 (23) POPPY FIELDS		Viewpoint International, Inc.	VA 1-247-516	2002	Fabric Design
TB3949 (23) TWIN FALLS		Viewpoint International, Inc.	VA 1-247-517	2002	Fabric Design
TB1105 (23) PLANT PAGEANT		Viewpoint International, Inc.	VA 1-247-518	2002	Fabric Design
TB30036 (23) PALM SOLO		Viewpoint International, Inc.	VA 1-247-519	2002	Fabric Design
TB2414 (23) WONDER WOODS		Viewpoint International, Inc.	VA 1-247-520	2002	Fabric Design
TB30027 (23) STARLIGHT PLAID		Viewpoint International, Inc.	VA 1-247-521	2002	Fabric Design
TB1104 (23) LOTS A PINEAPPLE		Viewpoint International, Inc.	VA 1-247-522	2002	Fabric Design
TB30004 (23) TALLY ME BANANAS		Viewpoint International, Inc.	VA 1-247-523	2002	Fabric Design
TB3932 (23) TIKI CORSAGE		Viewpoint International, Inc.	VA 1-247-524	2002	Fabric Design
TB3926 (23) TROPICAL VINEYARD		Viewpoint International, Inc.	VA 1-247-525	2002	Fabric Design
TB3950/TB9064 (23) FLASHBACK FLORAL		Viewpoint International, Inc.	VA 1-247-526	2002	Fabric Design
TB30013 (23) LATIN LEAF		Viewpoint International, Inc.	VA 1-247-527	2002	Fabric Design
TB3945 (23) GARDEN OF HOPE AND COURAGE	RAINFOREST	Viewpoint International, Inc.	VA 1-247-528	2002	Fabric Design
TB3973 (23) PALM IN A BOX		Viewpoint International, Inc.	VA 1-247-529	2002	Fabric Design
TB30010 (23) SABA DEDUCTION STRIPE		Viewpoint International, Inc.	VA 1-247-530	2002	Fabric Design
TB3941 (23) TROPICAL SEA GLASS		Viewpoint International, Inc.	VA 1-247-531	2002	Fabric Design
TB2417 (23) FLORAL VIBRATIONS		Viewpoint International, Inc.	VA 1-247-532	2002	Fabric Design
TB30035 (23) MINTICELLO MIST		Viewpoint International, Inc.	VA 1-247-533	2002	Fabric Design
TB30088 (23) DANCING FLOWERS		Viewpoint International, Inc.	VA 1-247-534	2002	Fabric Design
TB2418 (23) POCONO PINEAPPLE		Viewpoint International, Inc.	VA 1-247-535	2002	Fabric Design
TB2423 (23) TWIN FALLS		Viewpoint International, Inc.	VA 1-247-536	2002	Fabric Design
TB3955 (23) BIG AND BEAUTIFUL		Viewpoint International, Inc.	VA 1-247-537	2002	Fabric Design
TB3990 (23) BOURBON LEGENDS		Viewpoint International, Inc.	VA 1-247-538	2002	Fabric Design
TB30023/TB1107 (23) PALM DUNE		Viewpoint International, Inc.	VA 1-247-539	2002	Fabric Design
TB3956 (23) LOBSTER LINE DANCE		Viewpoint International, Inc.	VA 1-247-540	2002	Fabric Design
TB3996 (23) MONKEY JUNGLE		Viewpoint International, Inc.	VA 1-247-541	2002	Fabric Design

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TB2416 (23) PINA COLADA		Viewpoint International, Inc.	VA 1-247-542	2002	Fabric Design
TB3953 (23) BAMBOO SUNRISE		Viewpoint International, Inc.	VA 1-247-543	2002	Fabric Design
TB3936 (23) FLORAL PARADISE		Viewpoint International, Inc.	VA 1-247-544	2002	Fabric Design
TB3924/TB9066 (23) LEAF OF LUXURY		Viewpoint International, Inc.	VA 1-247-545	2002	Fabric Design
TB3986 (23) PINEAPPLE LANE		Viewpoint International, Inc.	VA 1-247-546	2002	Fabric Design
TB3987 (23) PALM CONCERTO #8		Viewpoint International, Inc.	VA 1-247-547	2002	Fabric Design
TB3977 (23) STRIPE TEASE		Viewpoint International, Inc.	VA 1-247-548	2002	Fabric Design
TB3963 (23) BARBADOS BAY		Viewpoint International, Inc.	VA 1-247-549	2002	Fabric Design
TB30026 (23) BEACH WALK		Viewpoint International, Inc.	VA 1-247-550	2002	Fabric Design
TB30024 (23) MOSAIC PALMS		Viewpoint International, Inc.	VA 1-247-551	2002	Fabric Design
TB30022 (23) FERN BABY FERN		Viewpoint International, Inc.	VA 1-247-552	2002	Fabric Design

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SUNSET COCKTAILS	n/a	Viewpoint International, Inc.	SR 314-648	11/29/2002	Sound recording, liner notes and jacket artwork

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TB 2515 (33) TB Tropical Punch	N/A	Viewpoint International, Inc.	VA 1-203-522	2003	Fabric Design
TB30224 (33) Figi Fest	N/A	Viewpoint International, Inc.	VA 1-203-519	2003	Fabric Design
TB2482 (33) Flirty Floral	N/A	Viewpoint International, Inc.	VA 1-203-512	2003	Fabric Design
TB2491 (33) Palm Top Hibiscus	N/A	Viewpoint International, Inc.	VA 1-203-511	2003	Fabric Design
TB2499 (33) Orchid Overture	N/A	Viewpoint International, Inc.	VA 1-203-508	2003	Fabric Design
TB2493/TB9124/TB1143 (33) Pick Me Up / Flora Bora	N/A	Viewpoint International, Inc.	VA 1-203-499	2003	Fabric Design
TB2481 (33) Calypso Cocktail	N/A	Viewpoint International, Inc.	VA 1-203-497	2003	Fabric Design
TB2514 (33) Hana Cove	N/A	Viewpoint International, Inc.	VA 1-203-495	2003	Fabric Design
TB2494 (33) Boxer Palm	N/A	Viewpoint International, Inc.	VA 1-203-489	2003	Fabric Design
TB2489 (33) Shades of Paradise	N/A	Viewpoint International, Inc.	VA 1-203-524	2003	Fabric Design

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BAMBOO BOUQUET	34TB436	Viewpoint International, Inc.	VA 1-221-761	2003	Fabric Design
BON VOYAGE	34TB30415	Viewpoint International, Inc.	VA 1-221-769	2003	Fabric Design
BANQUET TOSS	34TB30413	Viewpoint International, Inc.	VA 1-221-762	2003	Fabric Design
Buena Vista	34TB2535	Viewpoint International, Inc.	VA 1-217-919	2003	Fabric Design
CHAMPAGNE TOAST	34TB30427	Viewpoint International, Inc.	VA 1-217-925	2003	Fabric Design
Costa Rica	34TB30357	Viewpoint International, Inc.	VA 1-221-755	2003	Fabric Design
déjà vu	34TB30380	Viewpoint International, Inc.	VA 1-217-929	2003	Fabric Design
FANTASY ISLAND	34TB30328	Viewpoint International, Inc.	VA 1-217-931	2003	Fabric Design
FIRST DANCE	34TB30418	Viewpoint International, Inc.	VA 1-217-927	2003	Fabric Design
Flamingo Dance Towel	34TB132	Viewpoint International, Inc.	VA 1-214-455	2003	Fabric Design
FLOWER GIRL	34TB30417	Viewpoint International, Inc.	VA 1-221-771	2003	Fabric Design
Four Food Groups	T7314/T7313	Viewpoint International, Inc.	VA 1-226-307	2003	Fabric Design
Fresca Palms	34TB30399	Viewpoint International, Inc.	VA 1-217-914	2003	Fabric Design
Fresh Beverage	34TB30566	Viewpoint International, Inc.	VA 1-221-775	2003	Fabric Design
Ginger Tonic	34TB30346	Viewpoint International, Inc.	VA 1-221-760	2003	Fabric Design
GoHac	34TB30398	Viewpoint International, Inc.	VA 1-217-920	2003	Fabric Design
Hilo Hideaway	34TB2548	Viewpoint International, Inc.	VA 1-221-766	2003	Fabric Design
HONEYMOON LAGOON	34TB2525	Viewpoint International, Inc.	VA 1-221-763	2003	Fabric Design
Hula Hallucinations	34TB30375	Viewpoint International, Inc.	VA 1-221-764	2003	Fabric Design
Island Carpool	T7316	Viewpoint International, Inc.	VA 1-226-306	2003	Fabric Design
Island Gateway	34TB30405	Viewpoint International, Inc.	VA 1-221-770	2003	Fabric Design
Island Surprise	34TB2546	Viewpoint International, Inc.	VA 1-221-768	2003	Fabric Design
Jungle Rhumba	34TB30403	Viewpoint International, Inc.	VA 1-217-923	2003	Fabric Design
Kong Coast	34TB2542	Viewpoint International, Inc.	VA 1-221-756	2003	Fabric Design
LILY MY LOVE	34TB30330	Viewpoint International, Inc.	VA 1-221-765	2003	Fabric Design
Lost Islands	34TB2550	Viewpoint International, Inc.	VA 1-221-745	2003	Fabric Design
Lotus Limbo	34TB30326	Viewpoint International, Inc.	VA 1-217-913	2003	Fabric Design
LOVE BIRDS	34TB30419	Viewpoint International, Inc.	VA 1-217-922	2003	Fabric Design
Love Notes Embroidery	34TB8148	Viewpoint International, Inc.	VA 1-214-456	2003	Fabric Design
Luscious Lovelies	34TB30411	Viewpoint International, Inc.	VA 1-221-773	2003	Fabric Design
MAMBO MAMA	34TB30354	Viewpoint International, Inc.	VA 1-217-933	2003	Fabric Design
Moonlight Bay	34TB2549	Viewpoint International, Inc.	VA 1-221-745	2003	Fabric Design
ORCHID BREEZE	34TB30340	Viewpoint International, Inc.	VA 1-217-928	2003	Fabric Design
Orchids on the Run	34TB30364	Viewpoint International, Inc.	VA 1-217-930	2003	Fabric Design
PAINT THE TOWN	34TG30344	Viewpoint International, Inc.	VA 1-221-752	2003	Fabric Design
Palm Illusion	34TB30365	Viewpoint International, Inc.	VA 1-217-918	2003	Fabric Design
Palm Pile-it	34TB30360	Viewpoint International, Inc.	VA 1-217-915	2003	Fabric Design
Palm Swizzles	34TB30395	Viewpoint International, Inc.	VA 1-217-917	2003	Fabric Design
Paradise Beach	T30300	Viewpoint International, Inc.	VA 1-226-305	2003	Fabric Design
PINEAPPLE PIZAZZ	34TB1150	Viewpoint International, Inc.	VA 1-221-750	2003	Fabric Design
Pineapple Soul Mate	34TB30349	Viewpoint International, Inc.	VA 1-221-759	2003	Fabric Design

Pineapple Tango	34TB30374	Viewpoint International, Inc.	VA 1-221-758	2003	Fabric Design
Pipe Dream	34TB30387	Viewpoint International, Inc.	VA 1-221-754	2003	Fabric Design
POINSETTA PROMISE	34TB30331	Viewpoint International, Inc.	VA 1-221-747	2003	Fabric Design
Promise Me Paradise Embroidery	34TB147	Viewpoint International, Inc.	VA 1-214-454	2003	Fabric Design
ROMANTIC RENDEZVOUS	34TB30329	Viewpoint International, Inc.	VA 1-217-916	2003	Fabric Design
Salvadorian	34TB30393	Viewpoint International, Inc.	VA 1-221-767	2003	Fabric Design
Scene Stealer	T7315/T7312	Viewpoint International, Inc.	VA 1-226-308	2003	Fabric Design
Smooth Operator	T30299/T7320	Viewpoint International, Inc.	VA 1-226-304	2003	Fabric Design
Smooth Sailing	34TB30370	Viewpoint International, Inc.	VA 1-221-772	2003	Fabric Design
Tahitian Breeze	34TB30377	Viewpoint International, Inc.	VA 1-221-753	2003	Fabric Design
Tarpum Springs	34TB2530	Viewpoint International, Inc.	VA 1-217-924	2003	Fabric Design
THE HONEYMOONER	34TB1148	Viewpoint International, Inc.	VA 1-217-926	2003	Fabric Design
Tranquility Isle	34TB30367	Viewpoint International, Inc.	VA 1-221-748	2003	Fabric Design
TROPICAL LACE	34TB30416	Viewpoint International, Inc.	VA 1-217-932	2003	Fabric Design

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TROPICAL TREASURE	34TB1149	Viewpoint International, Inc.	VA 1-221-751	2003	Fabric Design
TWILIGHT PROPOSAL	34TB30422	Viewpoint International, Inc.	VA 1-221-749	2003	Fabric Design
Vacation Vixen - Back	34TB30394	Viewpoint International, Inc.	VA 1-217-921	2003	Fabric Design
Vacation Vixen - Bottom	34TB30407	Viewpoint International, Inc.	VA 1-221-757	2003	Fabric Design
WEDDING SHOWER	34TB0414	Viewpoint International, Inc.	VA 1-221-774	2003	Fabric Design

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ANTIKI FLORAL	TB30460/TB9181, Flower Tangle	Viewpoint International, Inc.	VA 1-219-425	2004	Fabric Design
BALI BLISS	TB30461	Viewpoint International, Inc.	VA 1-241-847	2004	Fabric Design
BAMBOO	TB30466/TB9162	Viewpoint International, Inc.	VA 1-219-341	2004	Fabric Design
BELLE JARDIN	TB30505	Viewpoint International, Inc.	VA 1-252-630	2004	Fabric Design
BELOW THE EQUATOR	TB30476	Viewpoint International, Inc.	VA 1-219-386	2004	Fabric Design
BIG SHOT DRIVE IN	T2915	Viewpoint International, Inc.	VA 1-300-327	2004	Fabric Design
BOUTIQUE BANQUET	TB30588	Viewpoint International, Inc.	VA 1-219-344	2004	Fabric Design
BRUSHED HIBISCUS CAMP	TB30585	Viewpoint International, Inc.	VA 1-219-339	2004	Fabric Design
CABANA PALM	TB30471	Viewpoint International, Inc.	VA 1-219-430	2004	Fabric Design
CAFÉ BAHAMA	TB30454	Viewpoint International, Inc.	VA 1-241-849	2004	Fabric Design
CASTING AGENT	T30484	Viewpoint International, Inc.	VA 1-300-336	2004	Fabric Design
COSTA FLORA	TB2587	Viewpoint International, Inc.	VA 1-219-343	2004	Fabric Design
DAISY DELIGHT	TB30489	Viewpoint International, Inc.	VA 1-219-411	2004	Fabric Design
DATE GROVE	TB30435/TB1160	Viewpoint International, Inc.	VA 1-219-387	2004	Fabric Design
DESERT BIRDS	TB30482/TB9181	Viewpoint International, Inc.	VA 1-219-412	2004	Fabric Design
DESERT IRIS	TB30441	Viewpoint International, Inc.	VA 1-219-425	2004	Fabric Design
DREAMING DEL RIO	TB30458	Viewpoint International, Inc.	VA 1-219-422	2004	Fabric Design
FAN-TASTIC	TB30430	Viewpoint International, Inc.	VA 1-219-428	2004	Fabric Design
FAT CAT CASINO	T7340	Viewpoint International, Inc.	VA 1-300-330	2004	Fabric Design
FIRE FLOWER	TB30496	Viewpoint International, Inc.	VA 1-252-833	2004	Fabric Design
FLEUR DE SOLEIL	TB30450	Viewpoint International, Inc.	VA 1-219-392	2004	Fabric Design
FLORAL REFLECTIONS	TB30487	Viewpoint International, Inc.	VA 1-219-410	2004	Fabric Design
FROM HERE TO PARADISE	TB30428	Viewpoint International, Inc.	VA 1-219-420	2004	Fabric Design
GARDEN MIRAGE	TB30457	Viewpoint International, Inc.	VA 1-219-431	2004	Fabric Design
GARDEN OF HOPE AND COURAGE	TB30468 Lotus Blossom	Viewpoint International, Inc.	VA 1-252-834	2004	Fabric Design
HEAT WAVE	TB30444/TB9174	Viewpoint International, Inc.	VA 1-219-432	2004	Fabric Design
HIBISCUS HIDEAWAY	TB30437	Viewpoint International, Inc.	VA 1-252-631	2004	Fabric Design
HIBISCUS HULA HOTEL	TB3-434	Viewpoint	VA 1-241-	2004	Fabric



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		International, Inc. Viewpoint	848		Design
HIDING IN HIBISCUS	TB30455	International, Inc. Viewpoint	VA 1-219-391	2004	Fabric Design
HOLLYWOOD HIBISCUS	TB30593	International, Inc. Viewpoint	VA 1-219-346	2004	Fabric Design
ISLAND ADVENTURE CAMP	TB30431	International, Inc. Viewpoint	VA 1-219-389	2004	Fabric Design
ISLAND DIRECTOR	T7338, T7334	International, Inc. Viewpoint	VA 1-300-329	2004	Fabric Design
ISLAND INSPIRATION	TB30499	International, Inc. Viewpoint	VA 1-219-409	2004	Fabric Design
JARDIN	TB30509	International, Inc. Viewpoint	VA 1-219-404	2004	Fabric Design
MAI TIDE	TB30438/TB9175/ Shade of	International, Inc. Viewpoint	VA 1-219-393	2004	Fabric Design
MARTINIS & BIKINIS	T7347	International, Inc. Viewpoint	VA 1-300-328	2004	Fabric Design
MOON OVER MIAMI	TB30445/TB9172	International, Inc. Viewpoint	VA 1-219-394	2004	Fabric Design
ORCHID SANDS	TB30591	International, Inc. Viewpoint	VA 1-247-587	2004	Fabric Design
ORCHID SPRINGS	TB30596	International, Inc. Viewpoint	VA 1-219-337	2004	Fabric Design
PARADISE FOUND	TB30594	International, Inc. Viewpoint	VA 1-219-349	2004	Fabric Design
PARADISE SHADOW	TB30584	International, Inc. Viewpoint	VA 1-219-350	2004	Fabric Design
PASSION LEAF	TB30274	International, Inc. Viewpoint	VA 1-219-423	2004	Fabric Design
PICNIC IN PROVENCE	TB30446	International, Inc. Viewpoint	VA 1-219-406	2004	Fabric Design
PINEAPPLE INFUSION	TB30474/TB9169	International, Inc. Viewpoint	VA 1-219-384	2004	Fabric Design
PLAY IT AGAIN	TB30279	International, Inc. Viewpoint	VA 1-219-340	2004	Fabric Design
PROPELLA PALM	TB30433/9163	International, Inc. Viewpoint	VA 1-219-385	2004	Fabric Design
ROSE AMOR	TB30451	International, Inc. Viewpoint	VA 1-241-850	2004	Fabric Design
RUSTIC PARADISE	TB30590	International, Inc. Viewpoint	VA 1-219-338	2004	Fabric Design
SAIL FAST LIVE SLOW	T30466, T2964	International, Inc. Viewpoint	VA 1-300-331	2004	Fabric Design
SO RIGHT, SARONG	TB30543/TB9160	International, Inc. Viewpoint	VA 1-219-388	2004	Fabric Design
SOUTH PACIFIC	TB2558	International, Inc. Viewpoint	VA 1-219-342	2004	Fabric Design
SUNSET HIDEAWAY	TB30359	International, Inc. Viewpoint	VA 1-219-348	2004	Fabric Design
SWIZZLE INN	T30465, T7345	International, Inc. Viewpoint	VA 1-300-332	2004	Fabric Design
TAHITI SWEETIE	TB30592	International, Inc. Viewpoint	VA 1-219-347	2004	Fabric Design
TAHITIAN DREAMIN'	TB30467/TB9178	International, Inc. Viewpoint	VA 1-219-429	2004	Fabric Design
TALL COOL ONE	T7339	International, Inc.	VA 1-300-326	2004	Fabric Design

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TEETOTALER		Viewpoint International, Inc.	VA 1-300-337	2004	Fabric Design
TICKET TO PARADISE	T7334	Viewpoint International, Inc.	VA 1-219-427	2004	Fabric Design
TOMMY TONGA	TB30459/TB9173	Viewpoint International, Inc.	VA 1-219-390	2004	Fabric Design
VISIONS OF PARADISE	TB30482/TB9165	Viewpoint International, Inc.	VA 1-241-848	2004	Fabric Design
	TB30475/TB9179 Garden	Viewpoint International, Inc.	VA 1-252-632	2004	Fabric Design
WANNA BE LOVED BY YOU	TB30508/TB9682/TB1161	Viewpoint International, Inc.	VA 1-219-345	2004	Fabric Design
WATERFALL FLOWERS	TB30587	Viewpoint International, Inc.	VA 1-219-424	2004	Fabric Design
WINGS OVER RIO	TB30465	Viewpoint International, Inc.			

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AERIAL PALMS	T30476/120026	Tommy Bahama Group, Inc.	VA 1-263-899	2004	Fabric Design
AGUA FRESCA	T20020	Tommy Bahama Group, Inc.	VA 1-263-895	2004	Fabric Design
BAHAMA BLISS	T30463	Tommy Bahama Group, Inc.	VA 1-263-889	2004	Fabric Design
BALCONY BLOOMS	TW1348	Tommy Bahama Group, Inc.	VA 1-259-263	2004	Fabric Design
BATIKI FLORAL	TW60036/6936	Tommy Bahama Group, Inc.	VA 1-259-284	2004	Fabric Design
BATIKI LOUNGE	T30496	Tommy Bahama Group, Inc.	VA 1-263-888	2004	Fabric Design
BIRD IN PARADISE	T30472/T30471	Tommy Bahama Group, Inc.	VA 1-263-920	2004	Fabric Design
BLOCK PARTY	T20022	Tommy Bahama Group, Inc.	VA 1-253-898	2004	Fabric Design
BOGEY AND LAST CALL	T7356, T7364, T30622	Tommy Bahama Group, Inc.	VA 1-300-333	2004	Fabric Design
BRISBANE HIBISCUS	TW60089/3940	Tommy Bahama Group, Inc.	VA 1-259-258	2004	Fabric Design
CALLAFLORA	TW3927/30041	Tommy Bahama Group, Inc.	VA 1-259-259	2004	Fabric Design
CHAIRMAN OF THE BOARD	T30615	Tommy Bahama Group, Inc.	VA 1-300-334	2004	Fabric Design
CHAMELEON GARDEN	TW60070/30008	Tommy Bahama Group, Inc.		2004	Fabric Design
CLIMBING VINES	TW2431	Tommy Bahama Group, Inc.	VA 1-259-285	2004	Fabric Design
CLUB 88	(43) TB30642/9254	Tommy Bahama Group, Inc.	VA 1-265-751	2004	Fabric Design
DANCING MIRAGE	TW3976A&B/3955/6391	Tommy Bahama Group, Inc.		2004	Fabric Design
DRAGON DREAMS	(43) TB30619/TB9187	Tommy Bahama Group, Inc.	VA 1-263-752	2004	Fabric Design
ENDLESS WEEKEND	T30558	Tommy Bahama Group, Inc.	VA 1-263-918	2004	Fabric Design
FERN FLOWER-FLORIA	TW6927/3926	Tommy Bahama Group, Inc.	VA 1-259-271	2004	Fabric Design
FIRE FLOWER	T30473/79273	Tommy Bahama Group, Inc.	VA 1-263-892	2004	Fabric Design
FISHNET FERN	TW2439/6917	Tommy Bahama Group, Inc.			Fabric Design
FLORAL CORAL	TW2446	Tommy Bahama Group, Inc.			Fabric Design
FLORAL FIREWORKS	TW3915	Tommy Bahama Group, Inc.	VA 1-259-268	2004	Fabric Design
FLORAL ISLAND	TW60032/3906	Tommy Bahama Group, Inc.	VA 1-259-278	2004	Fabric Design
FLORAMAZING	TW30045/60092	Tommy Bahama Group, Inc.	VA 1-259-270	2004	Fabric Design
FLOWER FAN	TW30009	Tommy Bahama Group, Inc.	VA 1-259-282	2004	Fabric Design
FLOWER POOL TEE	TW2441	Tommy Bahama Group, Inc.	VA 1-259-290	2004	Fabric Design
FLOWER SHOWER	TW2429/TW6914	Tommy Bahama Group, Inc.			Fabric Design

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GALLERY WALK	720025/T20030	Tommy Bahama Group, Inc.	VA 1-263-890	2004	Fabric Design
GARDEN COLLAGE	TW60025/2447	Tommy Bahama Group, Inc.	VA 1-259-281	2004	Fabric Design

GARDEN OF HOPE & COURAGE/BAHAMA COLODA	T30532/T7361/T9221	Tommy Bahama Group, Inc.	VA 1-263-897	2004	Fabric Design
GARDEN OF HOPE AND COURAGE/TERRACE GARDEN	TW3922/60038	Tommy Bahama Group, Inc.	VA 1-259-277	2004	Fabric Design
GREAT BARRIER LEAF	TW60028/2445	Tommy Bahama Group, Inc.	VA 1-259-287	2004	Fabric Design
HARBOR YARN DYE	TW3961	Tommy Bahama Group, Inc.			Fabric Design
HEART OF PALMS/PALM RELIEF	T30524/T30625	Tommy Bahama Group, Inc.	VA 1-283-911	2004	Fabric Design
JUNGLE DOWN UNDER	TW3957/6932	Tommy Bahama Group, Inc.	VA 1-259-269	2004	Fabric Design
JUNGLE HEAT	T20053/T9264/T30583	Tommy Bahama Group, Inc.	VA 1-283-915	2004	Fabric Design
KOI ME LATER	T30493/T7359/T9253	Tommy Bahama Group, Inc.	VA 1-283-917	2004	Fabric Design
LATE NIGHT TANGO	T30518/T9265	Tommy Bahama Group, Inc.	VA 1-283-900	2004	Fabric Design
LEAF CONSTELATION	TW60035/3916/6966	Tommy Bahama Group, Inc.	VA 1-259-267	2004	Fabric Design
LEAF IT TO ME	T30517	Tommy Bahama Group, Inc.	VA 1-263-885	2004	Fabric Design
LEAVES OF PARADISE	TW3954	Tommy Bahama Group, Inc.	VA 1-259-273	2004	Fabric Design
LEAVES OVER LEAVES	TW3928/1350/60066	Tommy Bahama Group, Inc.	VA 1-259-272	2004	Fabric Design
LIGHT OF BRIGHT LILLIES	TW6922/TW60034/TW3909	Tommy Bahama Group, Inc.	VA 1-259-279	2004	Fabric Design
LILY ISLAND	TW3946/60046/3945	Tommy Bahama Group, Inc.	VA 1-259-280	2004	Fabric Design
LUAU LANES	TW3925	Tommy Bahama Group, Inc.	VA 1-259-289	2004	Fabric Design
MADE IN THE SHADE	TW 1352/3924	Tommy Bahama Group, Inc.	VA 1-259-261	2004	Fabric Design
MANDALAY	T30512/T9257	Tommy Bahama Group, Inc.	VA 1-263-894	2004	Fabric Design
MONTE COLLINA	TW60050/3962/1367	Tommy Bahama Group, Inc.	VA 1-259-260	2004	Fabric Design
MOONLIT BREEZE	TW3948	Tommy Bahama Group, Inc.	VA 1-259-258	2004	Fabric Design
PALM DADDY	T30522	Tommy Bahama Group, Inc.	VA 1-263-884	2004	Fabric Design
PALM TREE PARTY	TW7189/7190	Tommy Bahama Group, Inc.	VA 1-259-275	2004	Fabric Design
PALM TREE PASSION	TW30046	Tommy Bahama Group, Inc.			Fabric Design
PARADISE ETCHINGS	T30500	Tommy Bahama Group, Inc.	VA 1-253-896	2004	Fabric Design
PARADISE LEI	T30486/T9269	Tommy Bahama Group, Inc.	VA 1-283-922	2004	Fabric Design
PARADISE PAGODA	T20018/T20019	Tommy Bahama	VA 1-263-	2004	Fabric

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		Group, Inc.	887		Design
PILLAR OF THE COMMUNITY	T20034	Tommy Bahama Group: Inc.	VA 1-259-282	2004	Fabric Design
PINEAPPLE FLAIR	TW1353	Tommy Bahama Group, Inc.	VA 1-259-293	2004	Fabric Design
PINEAPPLE TOSS	TW2436	Tommy Bahama Group, Inc.	VA 1-259-283	2004	Fabric Design
POSTAGE PICK UP POT OF GOLD CAMP	T30515 T30484/T9262	Tommy Bahama Group, Inc.	VA 1-263-913	2004	Fabric Design
REMOTE ISLAND	T30519/T9283	Tommy Bahama Group, Inc.	VA 1-263-891	2004	Fabric Design
SAMBA SUNSET	T30616/t9266	Tommy Bahama Group, Inc.	VA 1-2630912	2004	Fabric Design
SEAFOOD TROOPS	T30525/T9549/T9256	Tommy Bahama Group, Inc.	VA 1-265-912	2004	Fabric Design
SHADED FERN TOSS	TW3929/6926/6005	Tommy Bahama Group, Inc.	VA 1-263-919	2004	Fabric Design
SHADOW PALM HIBISCUS	TW6923/1337/3900	Tommy Bahama Group, Inc.	VA 1-259-292	2004	Fabric Design
SNAP SHOT	T60481	Tommy Bahama Group, Inc.	VA 1-259-291	2004	Fabric Design
SPLASH DANCE	T7367	Tommy Bahama Group, Inc.	VA 1-263-916	2004	Fabric Design
SPLIT DECISION	T30523	Tommy Bahama Group, Inc.	VA 1-300-335	2004	Fabric Design
SUN BAKED BLOSSOM	TW3914/TW1371	Tommy Bahama Group, Inc.	VA 1-271-900	2004	Fabric Design
SUNDANCER	(43) TB2590	Tommy Bahama Group, Inc.	VA 1-259-286	2004	Fabric Design
TIGER LILY LANE	TW3964/80090	Tommy Bahama Group, Inc.	VA 1-263-753	2004	Fabric Design
TROPICAL ATOL	TW191/7192/7196	Tommy Bahama Group, Inc.	VA 1-269-276	2004	Fabric Design
TROPICAL SKETCH	TW1361/3921	Tommy Bahama Group, Inc.	VA 1-259-274	2004	Fabric Design
TROPICAL TEA PARTY	TW60047/3950/1398/1363	Tommy Bahama Group, Inc.	VA 1-259-258	2004	Fabric Design
VINTAGE ORCHID	TW2442	Tommy Bahama Group, Inc.	VA 1-259-264	2004	Fabric Design
VINTAGE VINES	TW60037/3918	Tommy Bahama Group, Inc.	2004	Fabric Design	
VINTAGE VISION	T9260	Tommy Bahama Group, Inc.	VA 1-259-257	2004	Fabric Design
VOLCANIC VENTURE	T30477/T10024/T9258	Tommy Bahama Group, Inc.	VA 1-263-914	2004	Fabric Design
WADING FOR LOVE	T9255	Tommy Bahama Group, Inc.	VA 1-263-901	2004	Fabric Design
WATERCOLOR BLOSSOMS	TW1365/1399/3961	Tommy Bahama Group, Inc.	VA 1-263-921	2004	Fabric Design
WHIRLWIND	T9252	Tommy Bahama Group, Inc.	VA 1-259-265	2004	Fabric Design
ZEN AND NOW	T30544, T7365	Tommy Bahama Group, Inc.	VA 1-263-893	2004	Fabric Design
ISLAND SOFT		Tommy Bahama Group, Inc.	VA 1-300-338	2004	Fabric Design
			TXu1-158-449	2004	Literary Work

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BAHAMA ALL NIGHTER/ALL NIGHTER TRAVELER	(44) TB30751/TB9221	Tommy Bahama Group, Inc.	VA 1-282-117	2004	Fabric Design
BANANA BRIGADE	(44) TB30761/TB2645	Tommy Bahama Group, Inc.	VA 1-275-849	2004	Fabric Design
DIRECTOR'S CUT	(44) \B30704/TB2618/TB9527	Tommy Bahama Group, Inc.	VA 1-275-848	2004	Fabric Design
EL STAMPADO	(44) TB30686/TB9206	Tommy Bahama Group, Inc.	VA 1-282-089	2004	Fabric Design
FANTASTIKI	(44) TB30899/TB9218	Tommy Bahama Group, Inc.	VA 1-282-120	2004	Fabric Design
FERNTASTiC	(44) TB30759	Tommy Bahama Group, Inc.	VA 1-282-115	2004	Fabric Design
HUT HUT		Tommy Bahama Group, Inc.			
HURRAY/SUNRISE SAIL	(44) TB30673/TB9213	Tommy Bahama Group, Inc.	VA 1-276-847	2004	Fabric Design
IMPRESSION MAKER	(44) TB609	Tommy Bahama Group, Inc.	VA 1-282-094	2004	Fabric Design
INTOXICA	(44) TB30651	Tommy Bahama Group, Inc.	VA 1-282-119	2004	Fabric Design
LARGER THAN LEAF	(44) TB30663/TB9222	Tommy Bahama Group, Inc.	VA 1-282.112	2004	Fabric Design
LEAFING A DREAM	(44)T2629	Tommy Bahama Group, Inc.	VA 1-282087	2004	Fabric Design
MAI TAI MAMBO MAIDEN	(44) TB30653	Tommy Bahama Group, Inc.	VA 1-282.082	2004	Fabric Design
PARADISE/HULA WAHINE	(44) TB30654/TB2641/TB9209	Tommy Bahama Group, Inc.	VA 1-282-103	2004	Fabric Design
MAX A MILLION	(44) TB9216	Tommy Bahama Group, Inc.	VA 1-282-108	2004	Fabric Design
MAYAN MOSAIC	(44) TB30675/TB9211	Tommy Bahama Group, Inc.	VA 1-282-104	2004	Fabric Design
MILE HIGH CLUB	(44) TB30752/TB1181	Tommy Bahama Group, Inc.	VA 1-282-084	2004	Fabric Design
MOJITO MAMBO	(44) TB30667/TB9529/TB9216	Tommy Bahama Group, Inc.	VA 1-282-106	2004	Fabric Design
NAUGHTY NOEL	(44) TB30748/TB9528	Tommy Bahama Group, Inc.	VA 1-276-846	2004	Fabric Design
PALM ALMIGHTY	(44) TB30701	Tommy Bahama Group, Inc.	VA 1-282-090	2004	Fabric Design
PALM FICTION	(44) TB30747	Tommy Bahama Group, Inc.	VA 1-275.851	2004	Fabric Design
PALM WITH THE WIND	(44) TB30658/TB2612/TB9214	Tommy Bahama Group, Inc.	VA 1 282-088	2004	Fabric Design
PALM-TOPIA/TAKING COVER	(44) TB2623	Tommy Bahama Group, Inc.	VA 1-275-845	2004	Fabric Design
PARALLEL PARADISE	(44) TB30546/TB2613	Tommy Bahama Group, Inc.	VA 1.- 82-101	2004	Fabric Design
PINEAPPLE MADNESS	(44) TB30677/TB2619/TB9220	Tommy Bahama Group, Inc.	VA 1-282-085	2004	Fabric Design
PINEAPPLE RUMBA	(44) TB2620	Tommy Bahama Group, Inc.	VA 1-282-096	2004	Fabric Design

PLUME WITH A VIEW	(44) TB30672/TB2642/ TB30672/ TB9217	Tommy Bahama Group, Inc.	VA 1-282-100	2004	Fabric Design
ROPE 'N ROLL.	(44) TB30664/TB2682	Tommy Bahama Group, Inc.	VA 1-275-853	2004	Fabric Design
TAHITIAN FIRE LIGHT	(44) TB30884	Tommy Bahama Group, Inc.	VA 1-282-109	2004	Fabric Design
TI-KI-LA RENDEZVOUS	(44) TB9207	Tommy Bahama Group, Inc.	VA 1-282-113	2004	Fabric Design
TRAVELIN' MAN	(44)1630897/T69223/ 181178	Tommy Bahama Group, Inc.	VA 1-282-116	2004	Fabric Design
TRELLIS THE TRUTH	(44) TB30659	Tommy Bahama Group, Inc.	VA 1-282-105	2004	Fabric Design
TWO PALM SAM	(44) TB2643	Tommy Bahama Group, Inc.	VA 1-275-850	2004	Fabric Design
UNCAGED	(44) TB30760	Tommy Bahama Group, Inc.	VA 1-282-095	2004	Fabric Design
WHAT A CATCH!	(44) TB3071/TB9531/TB9212	Tommy Bahama Group, Inc.	VA 1-275-852	2004	Fabric Design
YING YANG PALM	(44) TB30680	Tommy Bahama Group, Inc.	VA-1-282-097	2004	Fabric Design
BANANARAMA	(44) TB2603	Tommy Bahama Group, Inc.	Fabric missing-Style TW2467; TW2548		Fabric Design
BIRD OF PARADISE	(44) TB30764	Tommy Bahama Group, Inc.	VA 1-282-107	2004	Fabric Design
HIBISCUS FLOAT	(44) TB2649	Tommy Bahama Group, Inc.	Fabric missing-Style TW2451; TW2471		Fabric Design
HIBISCUS IN THE MIST	(44) TB30347	Tommy Bahama Group, Inc.	VA 1-282-110	2004	Fabric Design
HULA WAHINE	(44) TB30654	Tommy Bahama Group, Inc.	VA 1-282-086	2004	Fabric Design
ISLAND HIBISCUS	(44) TB30710	Tommy Bahama Group, Inc.	VA 1-282-102	2004	Fabric Design
PACIFIC SCENERY	(44) TB30740	Tommy Bahama Group, Inc.	VA 1-282-099	2004	Fabric Design
PINEAPPLE BOUQUET	(44) TB30338	Tommy Bahama Group, Inc.	VA 1-282-111	2004	Fabric Design
POLYNESIAN PUNCH	(44) TB30677	Tommy Bahama Group, Inc.	VA 1-282-118	2004	Fabric Design
POSTCARD DREAMS	??	Tommy Bahama Group, Inc.	No Print # assigned- missing; Style #TW60057/TW2494	2004	Fabric Design
SHADES OF ROMANCE	(44) TB30771	Tommy Bahama Group, Inc.	VA 1-282-114	2004	Fabric Design
SUNRISE SAIL	(44) TB30708	Tommy Bahama Group, Inc.	VA 1-262-083	2004	Fabric Design
TAHITIAN TANGO	(44) TB30770	Tommy Bahama Group, Inc.	VA 1-282-092	2004	Fabric Design
TAHITIAN TONAL (Engineered)	(44) TB30695	Tommy Bahama Group, Inc.	VA 1-282-093	2004	Fabric Design
TAKING COVER	(44) TB30580	Tommy Bahama Group, Inc.	VA 1-252-091	2004	Fabric Design
VINTAGE BOUQUET	(44) TB30768	Tommy Bahama Group, Inc.	VA 1-282-121	2004	Fabric Design
WATERCOLOR VIEW	(44) TB30763	Tommy Bahama	VA-1-282-096	2004	Fabric Design

Swingers Only		Group, Inc.	VAu648-584	2004	Fabric Design
Paradise Detective		Tommy Bahama Group, Inc.	VAu648-583	2004	Fabric Design
Cigar Club		Tommy Bahama Group, Inc.	VAu648-582	2004	Fabric Design
Cigar Club Bag		Tommy Bahama Group, Inc.	VAu648-581	2004	Fabric Design
Cigar Club Towel		Tommy Bahama Group, Inc.	VAu648-580	2004	Fabric Design
Grass Call		Tommy Bahama Group, Inc.	VAu648-579	2004	Fabric Design
Grass Call II	Grass Call	Tommy Bahama Group, Inc.	VAu648-578	2004	Fabric Design
Born to Break Par		Tommy Bahama Group, Inc.	VAu648-577	2004	Fabric Design
Straight Up		Tommy Bahama Group, Inc.	VAu648-576	2004	Fabric Design
Paradise Pin Up		Tommy Bahama Group, Inc.	VAu648-575	2004	Fabric Design
Best Wishes		Tommy Bahama Group, Inc.	VAu648-574	2004	Fabric Design

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Couple on Grass	Tommy Bahama Group, Inc.	VAu656-158	2004	Commercial Print
Bowing Horse	Tommy Bahama Group, Inc.	VAu656-158	2004	Commercial Print
Tennis Man	Tommy Bahama Group, Inc.	VAu656-162	2004	Commercial Print
Man by Pool	Tommy Bahama Group, Inc.	VAu656-160	2004	Commercial Print
Woman Kneeling on Beach	Tommy Bahama Group, Inc.	VAu656-157	2004	Commercial Print
Sports Car	Tommy Bahama Group, Inc.	VAu656-161	2004	Commercial Print

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AMAZE ME	(61) TB30866	Tommy Bahama Group, Inc.	VA 1-299-336	2004	Fabric Design
Awakening (Allover)	(51)TB30840	Tommy Bahama Group, Inc.	VA 1-284-293	2004	Fabric Design
Awakening (Engineered)	(51)TB30841	Tommy Bahama Group, Inc.	VA 1-284-297	2004	Fabric Design
BAMBOO ECLIPSE	(51) TB30773	Tommy Bahama Group, Inc.	VA 1-299-323	2004	Fabric Design
BANANA BOTANA	(51) TB30774	Tommy Bahama Group, Inc.	VA 1-299-337	2004	Fabric Design
Beach Party Mixer	(51)TB30851	Tommy Bahama Group, Inc.	VA 1-297-829	2004	Fabric Design
BIRD IS THE WORD	(61) TB30784/TB9234	Tommy Bahama Group, Inc.	VA 1-299-328	2004	Fabric Design
BIRD OF PATCHADISE	(51) 1830804/T89226	Tommy Bahama Group, Inc.	VA 1-299-330	2004	Fabric Design
Blushing Orchid	(51)1W2653	Tommy Bahama Group, Inc.	VA 1-284-291	2004	Fabric Design
Butterfly Getaway	(51)TB30844	Tommy Bahama Group, Inc.	VA 1-297-821	2004	Fabric Design
Butterfly Getaway /no butterflies	(51)TB1195	Tommy Bahama Group, Inc.	VA 1-284-300	2004	Fabric Design
Copa Copacabanna	(51)TB30817	Tommy Bahama Group, Inc.	VA 1-297-627	2004	Fabric Design
Country Club	(51)TB30823	Tommy Bahama Group, Inc.	VA 1-297-631	2004	Fabric Design
Desert Oasis	(51)1B30831	Tommy Bahama Group, Inc.	VA 1-297-625	2004	Fabric Design
Desert Oasis (Blue)	(51)TB30822	Tommy Bahama Group, Inc.	VA 1-297-628	2004	Fabric Design
Desert Shadows	(51) TB30864	Tommy Bahama Group, Inc.	Did not receive fabric	N/A	Fabric Design
Dr. Cocktail		Tommy Bahama Group, Inc.	VAu648-587	2004	Fabric Design
Dr. T. Bahama M.D.	Dr. Cocktail (back of shirt)	Tommy Bahama Group, Inc.	Applied October 20, 2004. Refused registration for being more like a trademark.	N/A	Fabric Design
FIRECRACKER PALMS	(51) TB2668	Tommy Bahama Group, Inc.	VA 1-299-320	2004	Fabric Design
FLORAL INVESTMENT	(51) TB2694	Tommy Bahama Group, Inc.	VA 1-299-339	2004	Fabric Design
Going Bananas	(51)TB30814	Tommy Bahama Group, Inc.	VA 1-284-290	2004	Fabric Design
GRANDE PARADISEO	(51)TB30764	Tommy Bahama Group, Inc.	VA 1-299-329	2004	Fabric Design
Hibiscus Beach	(61)TW2697	Tommy Bahama Group, Inc.	Did not receive fabric	N/A	Fabric Design
HIBISCUS HACIENDA	(51) TB30826/TB9239	Tommy Bahama Group, Inc.	VA 1-299.332	2004	Fabric Design
Hisbiscus Icon	(51)182878	Tommy Bahama Group, Inc.	Applied November 9, 2004	2004	Fabric Design
HULA MARATHON	(51)TB30785	Tommy Bahama Group, Inc.	VA 1-299-345	2004	Fabric Design

HULAWOOD	(51 ) TB30799/TB9238	Tommy Bahama Group, Inc.	VA 1-299.334	2004	Fabric Design
Juicy Blooms	(51)TB30816	Tommy Bahama Group,, Inc.	VA 1-297-832	2004	Fabric Design
Juicy Blooms (Blue)	(51)TB2651	Tommy Bahama Group, Inc.	VA 1-297-630	2004	Fabric Design
JUNGLE BOGGIE	(51) TB30827	Tommy Bahama Group, Inc.	VA 1-299-325	2004	Fabric Design
Jungle Tumble	51 TB30822	Tommy Bahama Group, Inc.	Did not receive fabric	N/A	Fabric Design
JUST DUET	(51) TB30783/TB9240	Tommy Bahama Group, Inc.	VA 1-299-344	2004	Fabric Design
KABOOM PALM	(51 ) TB30801/TB9231	Tommy Bahama Group, Inc.	VA 1-299-324	2004	Fabric Design
King of Green		Tommy Bahama Group, Inc.	VAu648-586	2004	Fabric Design
King of Green II	King of Green	Tommy Bahama Group, Inc.	VAu654-237	2004	Fabric Design
Luau Lanes		Tommy Bahama Group, Inc.	VAu648-588	2004	Fabric Design
LUAU LANES	(51) TB30753	Tommy Bahama Group, Inc.	VA 1-299-319	2004	Fabric Design
Lush Limbo	(51) TB2651	Tommy Bahama Group. Inc.	VA 1-297-823	2004	Fabric Design
MARGARITA MAMBO	(51) TB30811/TB9228	Tommy Bahama Group, Inc.	VA 1-299-333	2004	Fabric Design
Mirage	(51)TB30850	Tommy Bahama Group, Inc.	VA 1-297-828	2004	Fabric Design
Missing Title	(51) TB2689	Tommy Bahama Group, Inc.	Did not apply	Did not apply	
MISSION BEACH	(51) TB2687	Tommy Bahama Group, Inc.	VA 1-299-341	2004	Fabric Design
MONKEY SNACK	(51) TB30798	Tommy Bahama Group; Inc.	VA 1-299-321	2004	Fabric Design
OASIS PALM	(51) TB30788/TB9	Tommy Bahama Group, Inc.	VA 1-299-343	2004	Fabric Design
PALM DRIVE (51) TB30869	(51) TB2689	Tommy Bahama Group, Inc.	VAu657-926	2005	Fabric Design
PALM SCREENING	(51) TB30809	Tommy Bahama Group, Inc.	VA 1-299-335	2004	Fabric Design
PALM TILES	(61) TB2686	Tommy Bahama Group, Inc.	VA 1-299-338	2004	Fabric Design
Petal Pusher	(51)1B30816	Tommy Bahama Group, Inc.	VA 1-297-633	2004	Fabric Design
Picture Perfect	(51)TB30813	Tommy Bahama Group. Inc.	VA 1-297-620	2004	Fabric Design
PINEAPPLE FLOAT	(51) TB30797	Tommy Bahama Group, Inc.	VA 1-299-326	2004	Fabric Design
PINEAPPLE PLANTATION	(51) TB30887	Tommy Bahama Group, Inc.	VA 1-299-342	2004	Fabric Design
Polynesian Palms	(51)TB30821	Tommy Bahama Group, Inc.	VA 1-284-294	2004	Fabric Design
Potynesian Paradise	(51)TB30825	Tommy Bahama Group, Inc.	VA 1-284-298	2004	Fabric Design
PORTAL TO PARADISE Same as Palm Drive	Same as Palm Drive	Tommy Bahama Group, Inc.	Same as Palm Drive	Same as Palm Drive	Fabric Design
Putt Daddy		Tommy Bahama Group, Inc.	VAu648-591	2004	Fabric Design

Putt Daddy II	Putt Daddy	Tommy Bahama Group, Inc.	VAu648-590	2004	Fabric Design
Putt Daddy III	Putt baddy, Putt Daddy II	Tommy Bahama Group, Inc.	VAu648-589	2004	Fabric Design
Queen of the Desert	(51)TS30806	Tommy Bahama Group, Inc.	VA 1-297-822	2004	Fabric Design
Rain Petals	(51)TB30842	Tommy Bahama Group, Inc.	VA 1-284-292	2004	Fabric Design
Sails Call		Tommy Bahama Group, Inc.	VAu648-585	2004	Fabric Design
SAMBA SERENADE	(51) TB30805	Tommy Bahama Group, Inc.	VA 1-299-340	2004	Fabric Design
Shake My Day		Tommy Bahama Group, Inc.	VAu648-593	2004	Fabric Design
Shake my Day II	Shake My Day	Tommy Bahama Group, Inc.	VAu648-592	2004	Fabric Design
SUITE TIME	(51) T92667	Tommy Bahama Group, Inc.	VA 1-299-317	2004	Fabric Design
Suplme Pineapple	(51)TB1194	Tommy Bahama Group, Inc.	Did not receive fabric	N/A	Fabric Design
SWANKY PALMS	(51) TB30794/TB9233	Tommy Bahama Group, Inc.	VA 1-299-327	2004	Fabric Design
Tempatures Risin'	(51)TB30846	Tommy Bahama Group, Inc.	Did not receive fabric	N/A	Fabric Design
TRIPLE VISION	(61) TB30829/TB9535	Tommy Bahama Group, Inc.	VA 1-299-331	2004	Fabric Design
Tropical Trellis	(51) TB30822	Tommy Bahama Group, Inc.	VA 1-284-295	2004	Fabric Design
TURKS TILES	(51) T30775/TB9230	Tommy Bahama Group, Inc.	VA 1-299-322	2004	Fabric Design
Watercolor Floral	(51)TB30824	Tommy Bahama Group, Inc.	VA 1-297-624	2004	Fabric Design
WHICH WAY TO PARADISE	(51) TB9237	Tommy Bahama Group, Inc.	VA 1-299318	2004	Fabric Design
Windswept Floral	(51)1B2874	Tommy Bahama Group, Inc.	VA 1-297-619	2004	Fabric Design
Wings of Paradise	(51)TB30865	Tommy Bahama Group, Inc.	VA 1-284-296	2004	Fabric Design

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<b>WOMEN'S HOLIDAY</b>					
Bursting Bouquet	(53) TB30916	Tommy Bahama Group, Inc.	VAu667-410	2005	Fabric Design
Celebration	(53) TB30954	Tommy Bahama Group, Inc.	VAu667-418	2005	Fabric Design
En Fuego Flora	(53) TB2702	Tommy Bahama Group, Inc.	Applied: 6/6/05	N/A	Fabric Design
Festival Lily	(53) TB2707	Tommy Bahama Group, Inc.	Awaiting swatches from Hong Kong	N/A	Fabric Design
Fields of Paradise	(53) TB30947	Tommy Bahama Group, Inc.	VAu667-397	N/A	Fabric Design
Fire Floral (All Over)	(53) TB30895	Tommy Bahama Group, Inc.	VAu667-402	2005	Fabric Design
Fire Floral (Engineered)	(53) TB30895	Tommy Bahama Group, Inc.	VAu667-392	N/A	Fabric Design
Floral Fiesta	(53) TB30897	Tommy Bahama Group, Inc.	VAu667-409	2005	Fabric Design
Ginger Sail	(53) TB30971	Tommy Bahama Group, Inc.	VAu667-420	2005	Fabric Design
Hammock Lounger	(53) TB30835	Tommy Bahama Group, Inc.	VAu667-412	2005	Fabric Design
Intrigue	(53) TB2730	Tommy Bahama Group, Inc.	Applied: 6/6/05	N/A	Fabric Design
Intrigue	(53) TB2730	Tommy Bahama Group, Inc.	Awaiting swatches from Hong Kong	N/A	Fabric Design
Mexican Market	(53) TB30896	Tommy Bahama Group, Inc.	VAu667-405	2005	Fabric Design
Mexican Market	(53) TB30896 (Green)	Tommy Bahama Group, Inc.	VAu664-534	2005	Fabric Design
Mustique	(53) TB2716	Tommy Bahama Group, Inc.	Awaiting swatches from Hong Kong	N/A	Fabric Design
Nostalgia	(53) TB30901	Tommy Bahama Group, Inc.	VAu667-419	2005	Fabric Design
Nostalgia Flower	(53) TB30900	Tommy Bahama Group, Inc.	VAu667-413	2005	Fabric Design
Nostalgia Ironwork	(53) TB30931	Tommy Bahama Group, Inc.	VAu667-406	2005	Fabric Design
Old Havanna	(53) TB3899B/ (53) TB3899A	Tommy Bahama Group, Inc.	VAu667-415	2005	Fabric Design
Pineapple VooDoo	(53) TB30909	Tommy Bahama Group, Inc.	VAu667-408	2005	Fabric Design
Rendezvous	(53) TB2703	Tommy Bahama Group, Inc.	VAu667-414	2005	Fabric Design
Romance Island	(53) TB30955	Tommy Bahama Group, Inc.	VAu667-407	2005	Fabric Design
Shadow Play	(53) TB30911B	Tommy Bahama Group, Inc.	VAu667-400	2005	Fabric Design
Shadow Play Mix	(53) TB30910	Tommy Bahama Group, Inc.	VAu667-401	2005	Fabric Design
Siesta Stamp	(53) TB30893	Tommy Bahama Group, Inc.	VAu667-418	2005	Fabric Design
Siesta Stripe	(53) TB30892	Tommy Bahama Group, Inc.	VAu667-403	2005	Fabric Design
Sultry Shades	(53) TB30932	Tommy Bahama Group, Inc.	VAu667-404	2005	Fabric Design

Temptation Floral	(53) TB30903	Tommy Bahama Group, Inc.	VAu667-417	2005	Fabric Design
Tones of Tranquility	(53) TB2704	Tommy Bahama Group, Inc.	Applied: 6/6/05	N/A	Fabric Design
Tropical Toile	(53) TB30891	Tommy Bahama Group, Inc.	VAu667-411	2005	Fabric Design
Waves of Hibiscus	(53) TB30919 Light	Tommy Bahama Group, Inc.	VAu667-398	2005	Fabric Design
Waves of Hibiscus	(53) TB30919 Morningsky	Tommy Bahama Group, Inc.	VAu667-399	2005	Fabric Design
Waves of Hibiscus	(53) TB2712	Tommy Bahama Group, Inc.	VAu667-398	2005	Fabric Design
Windward Walk	(53) TB30913	Tommy Bahama Group, Inc.	VAu667-393 Light Blue/VAu667-395 Navy Blue	2005	Fabric Design
Windward Walk	(53) TB2699	Tommy Bahama Group, Inc.	VAu667-394	2005	Fabric Design
<b>MEN'S HOLIDAY</b>					
3-Way Stop	(53) 30888/tb9543 Camel	Tommy Bahama Group, Inc.	VAu672-956	2005	Fabric Design
3-Way Stop	(53) TB30888/TB9543 Delivery	Tommy Bahama Group, Inc.	VAu672-957	2005	Fabric Design
Bahama Bam Boo	(53) TB30458	Tommy Bahama Group, Inc.	VAu672-937	2005	Fabric Design
Birds Afloat	(53) TB2727	Tommy Bahama Group, Inc.	VAu672-942	2005	Fabric Design
Bombay Blooms	(53) TB30951/9251	Tommy Bahama Group, Inc.	VAu672-946	2005	Fabric Design
Casa del Habano	(53) TB30928/9545	Tommy Bahama Group, Inc.	VAu672-941	2005	Fabric Design
El Grande	(53) TB30949	Tommy Bahama Group, Inc.	VAu672-929	2005	Fabric Design
Flora da Keys	(53) TB9258	Tommy Bahama Group, Inc.	VAu672-928	2005	Fabric Design
Garden of Hope & Courage/Borders of Paradise	(53) TB30872/TB9264	Tommy Bahama Group, Inc.	VAu672-949	2005	Fabric Design
Hibiscus Mistress	(53) TB30923/9259	Tommy Bahama Group, Inc.	VAu672-953	2005	Fabric Design
Hidden Fruit	(53) TB2726	Tommy Bahama Group, Inc.	VAu672-933	2005	Fabric Design
Island Imprints	(53) TB30933/9263	Tommy Bahama Group, Inc.	VAu672-960	2005	Fabric Design
Live Bait	(53) TB30877/TB9248	Tommy Bahama Group, Inc.	VAu672-952	2005	Fabric Design
Medallion Stallion	(53) TB30921/9256	Tommy Bahama Group, Inc.	VAu672-934	2005	Fabric Design
Menage a Palms	(53) TB30940	Tommy Bahama Group, Inc.	VAu672-938	2005	Fabric Design
Monkeys Wild	(53) TB30889	Tommy Bahama Group, Inc.	VAu672-935	2005	Fabric Design
On the Prowl	(53) TB30942/9542	Tommy Bahama Group, Inc.	VAu672-958	2005	Fabric Design
Palm Date	(53) TB30922	Tommy Bahama Group, Inc.	VAu672-947	2005	Fabric Design
Palm Eclipse	(53) TB30941	Tommy Bahama	VAu672-936	2005	Fabric Design

		Group, Inc.			
Pineapple Progression	(53) TB30880/9261	Tommy Bahama Group, Inc.	VAu672-948	2005	Fabric Design
Pineapple Salsa	(53) TB30769	Tommy Bahama Group, Inc.	VAu672-959	2005	Fabric Design
Pisces Rising	(53) TB30887/9265	Tommy Bahama Group, Inc.	VAu672-945	2005	Fabric Design
Pop of Walkiki	(53) TB30952	Tommy Bahama Group, Inc.	VAu672-939	2005	Fabric Design
Real Estate	(53) TB31043	Tommy Bahama Group, Inc.	VAu672-951	2005	Fabric Design
Swinging Palms	(53) TB31044	Tommy Bahama Group, Inc.	VAu672-943	2005	Fabric Design
Ticket to Relax	(53) TB31045	Tommy Bahama Group, Inc.	VAu672-931	2005	Fabric Design
Tonal Tommy	(53) TB30882/9252	Tommy Bahama Group, Inc.	VAu672-981	2005	Fabric Design
Tropical Combustion	(53) TB9266	Tommy Bahama Group, Inc.	VAu672-932	2005	Fabric Design
Tropical Tsunami	(53) TB30946	Tommy Bahama Group, Inc.	VAu672-950	2005	Fabric Design
Twice as Nice	(53) TB30950	Tommy Bahama Group, Inc.	VAu672-954	2005	Fabric Design
Twin Fantasy	(53) TB30917	Tommy Bahama Group, Inc.	VAu672-962	2005	Fabric Design
Underwater Fantasy	(53) TB30934	Tommy Bahama Group, Inc.	VAu672-955	2005	Fabric Design
Vacation Station	(53) TB31042	Tommy Bahama Group, Inc.	VAu672-930	2005	Fabric Design
West Wind	(53) TB2713	Tommy Bahama Group, Inc.	VAu672-940	2005	Fabric Design
Windward	(53) TB30879	Tommy Bahama Group, Inc.	VAu672-944	2005	Fabric Design

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<b>WOMEN'S HOLIDAY</b>					
Cat-Chi	(54) TB30981	Tommy Bahama Group, Inc.	VAu672-345	2005	Fabric Design
Cat's Meow	(54) TB30984	Tommy Bahama Group, Inc.	VAu672-344	2005	Fabric Design
Dancing Daylight	(54) TB31063	Tommy Bahama Group, Inc.	VAu672-348	2005	Fabric Design
Glass Menagerie	(54) TB2761/ (54) TB2734 (54) TB30998	Tommy Bahama Group, Inc.	VAu672-352	2005	Fabric Design
Hidden Hibiscus	(54) TB2774	Tommy Bahama Group, Inc.	VAu672-337	2005	Fabric Design
Kitty's Purr	(54) TB2738	Tommy Bahama Group, Inc.	VAu672-347	2005	Fabric Design
New Horizons	(54) TB2753B	Tommy Bahama Group, Inc.	VAu672-340	2005	Fabric Design
Orchid Sanctuary	(54) TB31022	Tommy Bahama Group, Inc.	VAu672-349	2005	Fabric Design
Pineapple Pop	(54) TB2771/ (54) TB31032	Tommy Bahama Group, Inc.	VAu672-346	2005	Fabric Design
Playful Poppies	(54) TB2741/ (54) TB31033	Tommy Bahama Group, Inc.	VAu672-335	2005	Fabric Design
Rainforest Retreat	(54) TB2752/ (54) TB31023	Tommy Bahama Group, Inc.	VAu672-353	2005	Fabric Design
Sea Bubbles	(54) TB30993	Tommy Bahama Group, Inc.	VAu672-341	2005	Fabric Design
Showering Flower	(54) TB2742	Tommy Bahama Group, Inc.	VAu672-336	2005	Fabric Design
Spice Island Flora	(54) TB30996	Tommy Bahama Group, Inc.	VAu672-350	2005	Fabric Design
Sunshine Through the Mist	(54) TB31062	Tommy Bahama Group, Inc.	VAu672-338	2005	Fabric Design

Sweet Silence	(54) TB31021	Tommy Bahama Group, Inc.	VAu672-355	2005	Fabric Design
Take me There	(54) TB30780	Tommy Bahama Group, Inc.	VAu672-343	2005	Fabric Design
Tigris Floral	(54) TB2740/ (54) TB30983	Tommy Bahama Group, Inc.	VAu672-339	2005	Fabric Design
Tropical Garland	(54) TB31055/ (54) TB YD3169	Tommy Bahama Group, Inc.	VAu672-342	2005	Fabric Design
Tropical Treasure	(54) TB30990	Tommy Bahama Group, Inc.	VAu672-354	2005	Fabric Design
Wild Side Floral	(54) TB31027/ (54) TB14058	Tommy Bahama Group, Inc.	VAu672-351	2005	Fabric Design
<b>MEN'S HOLIDAY</b>					
Aruba Palms	(54) TBY3150	Tommy Bahama Group, Inc.	VAu676-353	2005	Fabric Design
Aruban Nights	(54) TB31011/ TB9277	Tommy Bahama Group, Inc.	VAu676-350	2005	Fabric Design
Baja Breeze	(54) TB3170	Tommy Bahama Group, Inc.	VAu676-347	2005	Fabric Design
Cactus Cantina	(54) TB31009/TB9547	Tommy Bahama Group, Inc.	VAu676-368	2005	Fabric Design

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Coastline Craze	(54) TB31034/TB9280	Tommy Bahama Group, Inc.	VAu676-356	2005	Fabric Design
Corsica Cactus	(54) TB31016	Tommy Bahama Group, Inc.	VAu676-337	2005	Fabric Design
Dragon Racing	(54) TB31012/TB9273/TB9546	Tommy Bahama Group, Inc.	VAu676-341	2005	Fabric Design
Fluer De France	(54) TB9285	Tommy Bahama Group, Inc.	VAu676-355	2005	Fabric Design
Fluer Island	(54) TB31001	Tommy Bahama Group, Inc.	VAu676-358	2005	Fabric Design
Garden of Hope & Courage, Hol 05	(54) TB31074	Tommy Bahama Group, Inc.	VAu676-351	2005	Fabric Design
King Cone	(54) TB31053	Tommy Bahama Group, Inc.	VAu676-367	2005	Fabric Design
Lotus Maximus	(54) TB31071/TB9284	Tommy Bahama Group, Inc.	VAu676-357	2005	Fabric Design
Lunar Lotus	(54) TB31054/TB9286	Tommy Bahama Group, Inc.	VAu676-346	2005	Fabric Design
Manor De Mango	(54) TB31050/TB9283	Tommy Bahama Group, Inc.	VAu676-342	2005	Fabric Design
Marina Half Pipe	(54) TB9289	Tommy Bahama Group, Inc.	VAu676-360	2005	Fabric Design
Mirror Palms	(54) TB31019/TB9279	Tommy Bahama Group, Inc.	VAu676-344	2005	Fabric Design
Palm Away	(54) TB31052/TB9275	Tommy Bahama Group, Inc.	VAu676-362	2005	Fabric Design
Palm Bounty	(54) TB9293	Tommy Bahama Group, Inc.	VAu676-369	2005	Fabric Design
Palm De Provence	(54) TB2747	Tommy Bahama Group, Inc.	VAu676-366	2005	Fabric Design
Palm Portrait	(54) TB31000	Tommy Bahama Group, Inc.	VAu676-339	2005	Fabric Design
Palm Relief	(54) TB9184	Tommy Bahama Group, Inc.	VAu676-338	2005	Fabric Design
Palms Together	(54) TBY2118	Tommy Bahama Group, Inc.	VAu676-354	2005	Fabric Design
Paradise Ranch	(54) TB31017/TB9292	Tommy Bahama Group, Inc.	VAu676-352	2005	Fabric Design
Paradise Vintage	(54) TB31048	Tommy Bahama Group, Inc.	VAu676-384	2005	Fabric Design
Pina Pinata	(54) TB31073	Tommy Bahama Group, Inc.	VAu676-340	2005	Fabric Design
Royal Lush	(54) TB30994	Tommy Bahama Group, Inc.	VAu676-361	2005	Fabric Design
Safari So Good	(54) TB2748	Tommy Bahama Group, Inc.	VAu676-365	2005	Fabric Design
Santa Cruise	(54) TB31007	Tommy Bahama Group, Inc.	VAu676-348	2005	Fabric Design
Sun ower	(54) TBYD3158	Tommy Bahama Group, Inc.	VAu676-336	2005	Fabric Design
The Last Cantina	(54) TB31005	Tommy Bahama Group, Inc.	VAu676-363	2005	Fabric Design



Tour De Lei	(54) TB2745	Tommy Bahama Group, Inc.	VAu676-359	2005	Fabric Design
Uke-Lady Luau	(54) TB31040	Tommy Bahama Group, Inc.	VAu676-345	2005	Fabric Design
Ukulei-Lei Boxer	(54) TB9549	Tommy Bahama Group, Inc.	VAu676-343	2005	Fabric Design
Upstream Vintage	(54) TBY3182	Tommy Bahama Group, Inc.	VAu676-349	2005	Fabric Design
<b>ARTWORK</b>					
Born to Swing		Tommy Bahama Group, Inc.	VAu685-936	2005	T-Shirt Design
Hawaiian Ginger		Tommy Bahama Group, Inc.	VAu685-941	2005	Decorative Design
Hawaiian Shirt Plate		Tommy Bahama Group, Inc.	VAu685-938	2005	Decorative Design
King of Cool		Tommy Bahama Group, Inc.	VAu685-937	2005	T-Shirt Design
Pineapple Rodeo		Tommy Bahama Group, Inc.	VAu685-934	2005	T-Shirt Design
Paradise Ranch		Tommy Bahama Group, Inc.	VAu685-935	2005	T-Shirt Design
Porceline Post Card Motif Tray		Tommy Bahama Group, Inc.	VAu685-940	2005	Decorative Design
Porceline Post Card Motif Box		Tommy Bahama Group, Inc.	VAu685-939	2005	Decorative Design
Skate Date Club		Tommy Bahama Group, Inc.	VAu685-942	2005	T-Shirt Design

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Bed with Leaf Pattern Lines	Tommy Bahama Group, Inc.	VAu647-382	2005	Commercial Prints
Clear Flower	Tommy Bahama Group, Inc.	VAu668-308	2005	Commercial Prints
Linen on Shelves	Tommy Bahama Group, Inc.	VAu647-381	2005	Commercial Prints
Loafers on End Table	Tommy Bahama Group, Inc.	VAu647-368	2005	Commercial Prints
Man and Woman Embracing Love	Tommy Bahama Group, Inc.	VAu647-375	2005	Commercial Prints
Man and Woman Embracing on Beach	Tommy Bahama Group, Inc.	VAu647-373	2005	Commercial Prints
Man and Woman Embracing Under Palm Tree	Tommy Bahama Group, Inc.	VAu647-372	2005	Commercial Prints
Man and Woman in Glasses	Tommy Bahama Group, Inc.	VAu668-305	2005	Commercial Prints
Man and Woman in Happy Embrace	Tommy Bahama Group, Inc.	VAu647-377	2005	Commercial Prints
Man Standing in Doorway	Tommy Bahama Group, Inc.	VAu647-378	2005	Commercial Prints
Man's Feet in Sandals	Tommy Bahama Group, Inc.	VAu647-376	2005	Commercial Prints
Man's Watch 10:10	Tommy Bahama Group, Inc.	VAu647-383	2005	Commercial Prints
Perfume and Cologne	Tommy Bahama Group, Inc.	VAu647-367	2005	Commercial Prints
Pineapples in Bowl	Tommy Bahama Group, Inc.	VAu668-306	2005	Commercial Prints
Rug with Palm Tree Leaf Pattern	Tommy Bahama Group, Inc.	VAu647-380	2005	Commercial Prints
Rug with Plant vine Pattern	Tommy Bahama Group, Inc.	VAu647-379	2005	Commercial Prints
Woman in the Wind	Tommy Bahama Group, Inc.	VAu668-304	2005	Commercial Prints
Woman Smiling Wearing Watch	Tommy Bahama Group, Inc.	VAu668-303	2005	Commercial Prints
Woman Standing with Hands on Hips	Tommy Bahama Group, Inc.	VAu647-371	2005	Commercial Prints
Woman's Shoe in Iron Tray	Tommy Bahama Group, Inc.	VAu647-374	2005	Commercial Prints
Women's Shoes on Rock	Tommy Bahama Group, Inc.	VAu647-369	2005	Commercial Prints
Women's Watch on Rock	Tommy Bahama Group, Inc.	VAu647-370	2005	Commercial Prints
Yacht on a Sunset Sail	Tommy Bahama Group, Inc.	VAu668-307	2005	Commercial Prints

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
Big Bird	N/A	Tommy Bahama Group, Inc.	VAu665-729	2005	Fabric Design
Casa Blanca	Rojo	Tommy Bahama Group, Inc.	VAu665-720	2005	Fabric Design
Casa Blanca	Azul	Tommy Bahama Group, Inc.	VAu665-719	2005	Fabric Design
Del Sol Stripe	Limon	Tommy Bahama Group, Inc.	VAu665-718	2005	Fabric Design
Del Sol Stripe	Agua	Tommy Bahama Group, Inc.	VAu665-717	2005	Fabric Design
Fiesta Stripe	Azul & Rojo	Tommy Bahama Group, Inc.	VAu665-182	2005	Fabric Design
Hot Tropics	Mango	Tommy Bahama Group, Inc.	VAu665-727	2005	Fabric Design
Hot Tropics	Indigo	Tommy Bahama Group, Inc.	VAu665-728	2005	Fabric Design
Ka-Bloom	Rojo	Tommy Bahama Group, Inc.	VAu665-726	2005	Fabric Design
Ka-Bloom	Azul	Tommy Bahama Group, Inc.	VAu665-725	2005	Fabric Design
Las Palmas	Limon	Tommy Bahama Group, Inc.	VAu665-724	2005	Fabric Design
Las Palmas	Agua	Tommy Bahama Group, Inc.	VAu665-723	2005	Fabric Design
Mai-Tie (Dye)	Mango, Lilly Pad & Indigo	Tommy Bahama Group, Inc.	VAu678-181	2005	Fabric Design
Native Bird	Multi	Tommy Bahama Group, Inc.	VAu665-731	2005	Fabric Design
New Bird	N/A	Tommy Bahama Group, Inc.	VAu665-730	2005	Fabric Design
Tropicana	La Rosa, Azul, Indigo & Black	Tommy Bahama Group, Inc.	VAu678-183	2005	Fabric Design
Tropicana	Limon & Agua	Tommy Bahama Group, Inc.	VAu678-184	2005	Fabric Design
Viva Las Flores	Rojo	Tommy Bahama Group, Inc.	VAu665-721	2005	Fabric Design
Viva Las Flores	Azul	Tommy Bahama Group, Inc.	VAu665-722	2005	Fabric Design

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<b>MEN'S SPRING 2006</b>					
20,000 LEAVES UNDER THE SEA	(61) TB31187	Tommy Bahama Group, Inc.	VAu700-403	2006	Fabric Design
ABOUT A KOI/KOI STORY	(61) TB31201/TB9297	Tommy Bahama Group, Inc.	Applied: March 2006	N/A	Fabric Design
ANCHOR AWAY	(61) TB31117	Tommy Bahama Group, Inc.	VAu700-398	2006	Fabric Design
AQUA BLOOM	(61) TB9305	Tommy Bahama Group, Inc.	VAu700-417	2006	Fabric Design
BAMBOO ABOARD	(61) TB31087	Tommy Bahama Group, Inc.	VAu700-429	2006	Fabric Design
BAMBOO HAKU	(61) TB31202	Tommy Bahama Group, Inc.	VAu700-438	2006	Fabric Design
BANANA TIENDA	(61) TB31088	Tommy Bahama Group, Inc.	VAu700-430	2006	Fabric Design
BLOOM SERVICE	(61) TB9299	Tommy Bahama Group, Inc.	VAu700-414	2006	Fabric Design
CUBAN COVE SEEKER	(61) TB9311	Tommy Bahama Group, Inc.	VAu700-418	2006	Fabric Design
CUBANO CASCADE	(61) TB9308	Tommy Bahama Group, Inc.	VAu700-424	2006	Fabric Design
DIVER'S DELIGHT	(61) TB9318	Tommy Bahama Group, Inc.	VAu700-406	2006	Fabric Design

DON JUAN DE PALMO	(61) TB31094	Tommy Bahama Group, Inc.	VAu700-399	2006	Fabric Design
FADE OUT AVE	(61) TB9320	Tommy Bahama Group, Inc.	VAu700-404	2006	Fabric Design
FAN CLUB	(61) TB31116	Tommy Bahama Group, Inc.	VAu700-407	2006	Fabric Design
FANBRELLA	(61) TB31110	Tommy Bahama Group, Inc.	VAu700-434	2006	Fabric Design
FANTANGO	(61) TB31076	Tommy Bahama Group, Inc.	VAu700-445	2006	Fabric Design
FLOTILLA	(61) TB31077	Tommy Bahama Group, Inc.	VAu700-405	2006	Fabric Design
GARDEN OF HOPE AND COURAGE SPRING 06/BOURBON BLOOM	(61) TB31106/9555	Tommy Bahama Group, Inc.	VAu700-440	2006	Fabric Design
GEISHA GARDENS	(61) TB31198	Tommy Bahama Group, Inc.	VAu700-437	2006	Fabric Design
GINGER LEI	(61) TB31107	Tommy Bahama Group, Inc.	VAu700-420	2006	Fabric Design
HAVANA BLAST AVE	(61) TB9307	Tommy Bahama Group, Inc.	VAu700-412	2006	Fabric Design
HAVANNA HEAT	(61) TB31217/31218	Tommy Bahama Group, Inc.	VAu700-444	2006	Fabric Design
HIBISCUS BLUES	(61) TB31085	Tommy Bahama Group, Inc.	VAu700-436	2006	Fabric Design
HIBISCUS PARADE	(61) TB31204	Tommy Bahama Group, Inc.	VAu700-421	2006	Fabric Design
HOKKAIDO HIBISCUS	(61) TB31109	Tommy Bahama Group, Inc.	VAu700-401	2006	Fabric Design
ISLAND MIRAGE	(61) TB9330	Tommy Bahama	VAu700-400	2006	Fabric Design

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AVE		Group, Inc.			
JAVA SEE JAVA DO	(61) TB9317	Tommy Bahama Group, Inc.	VAu700-402	2006	Fabric Design
KING OF BLUES	(61) TB31216	Tommy Bahama Group, Inc.	VAu700-431	2006	Fabric Design
LA TO LAS VEGAS	(61) TB31119/9554	Tommy Bahama Group, Inc.	VAu700-410	2006	Fabric Design
LEAVES FALLIN	(61) TB9352	Tommy Bahama Group, Inc.	VAu700-409	2006	Fabric Design
LEI 'N AROUND	(61) TB9302	Tommy Bahama Group, Inc.	VAu700-411	2006	Fabric Design
LOST LAGOON SEEKER	(61) TB9304	Tommy Bahama Group, Inc.	VAu700-428	2006	Fabric Design
MARTINI GRAS	(61) TB31102	Tommy Bahama Group, Inc.	VAu700-439	2006	Fabric Design
MOSAIC MAMBO	(61) TB31091	Tommy Bahama Group, Inc.	VAu700-408	2006	Fabric Design
ORCHID YOU NOT	(61) TB31123	Tommy Bahama Group, Inc.	VAu700-413	2006	Fabric Design
PALM MIRAGE	(61) TB31121	Tommy Bahama Group, Inc.	VAu700-426	2006	Fabric Design
PIER FUN	(61) TB31080	Tommy Bahama Group, Inc.	VAu700-441	2006	Fabric Design
PLAIDING IT COOL	(61) TB9309	Tommy Bahama Group, Inc.	VAu700-415	2006	Fabric Design
SANDDOLLAR	(61) TB9303	Tommy Bahama Group, Inc.	VAu700-443	2006	Fabric Design
SCENIC SEEKER	(61) TB9355	Tommy Bahama Group, Inc.	VAu700-416	2006	Fabric Design
SEA GARDENS	(61) TB31079	Tommy Bahama Group, Inc.	VAu700-435	2006	Fabric Design
SHOW STOPPER	(61) TB31120	Tommy Bahama Group, Inc.	VAu700-433	2006	Fabric Design
THE PALM OF FAME	(61) TB31100	Tommy Bahama Group, Inc.	VAu700-422	2006	Fabric Design
TIE DYE MAI TAI	(61) TB9327	Tommy Bahama Group, Inc.	VAu700-432	2006	Fabric Design
TONAL TIDE SEEKER	(61) TB9306	Tommy Bahama Group, Inc.	VAu700-423	2006	Fabric Design
UNDIVIDED ATTENTION	(61) TB31089	Tommy Bahama Group, Inc.	VAu700-442	2006	Fabric Design
VIEW BAYOU	(61) TB31197	Tommy Bahama Group, Inc.	VAu700-419	2006	Fabric Design
WEAVE ME ALONE	(61) TB31093	Tommy Bahama Group, Inc.	VAu700-426	2006	Fabric Design
WU GARDEN	(61) TB31111	Tommy Bahama Group, Inc.	VAu700-427	2006	Fabric Design
<b>WOMEN'S SPRING 2006</b>					
A Thousand Temples Borders	(61) TB31210 (Wovens)/ (61) TB31086 (Border) (61) TB2811 (Knits)	Tommy Bahama Group, Inc.	VA1-383-832	2005	Fabric Design
Bahama Henna	(61) TB2784	Tommy Bahama Group, Inc.	VA1-383-819	2005	Fabric Design
Balinese Blossoms	(61) TB31127 (Wovens)/ (61) TB2809 (Knits)	Tommy Bahama Group, Inc.	VA1-383-824	2005	Fabric Design

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
Beyond the Bungalow	(61) TB31148 (61) TB31138 (Wovens)/ (61)	Tommy Bahama Group, Inc.	VA1-383-828	2005	Fabric Design
Charms of the Kasbah	TB31139 (Boarder)	Tommy Bahama Group, Inc.	VA1-383-822	2005	Fabric Design
Citrus Garden	(61) TB31145 (Wovens)/ (61) TB2790 (Knits)	Tommy Bahama Group, Inc.	VA1-383-829	2005	Fabric Design
Courtly Columns	(61) TB31231 (61) TB31220 (wovens)/ (61)	Tommy Bahama Group, Inc.	VA1-383-816	2005	Fabric Design
Ink Blossoms	TB2827 (Knits)	Tommy Bahama Group, Inc.	VA1-383-834	2005	Fabric Design
Ink Blossoms Allover	(61) TB31223 (61) TB31181 (Wovens)/ (61)	Tommy Bahama Group, Inc.	VA1-383-815	2005	Fabric Design
My Maharaja	TB2779 (Knits) (61) TB31137 (Wovens)/ (61)	Tommy Bahama Group, Inc.	VA1-383-820	2005	Fabric Design
Paisley Daze	TB2779 (Knits) (61) TB31149 (Wovens)/ (61)	Tommy Bahama Group, Inc.	VA1-383-814	2005	Fabric Design
Palm Tree Place	TB2801 (Knits)	Tommy Bahama Group, Inc.	VA1-383-823	2005	Fabric Design
Plumeria Garden	(61) TB31229	Tommy Bahama Group, Inc.	VA1-383-826	2005	Fabric Design
Queen of Sheba	(61) TB31193	Tommy Bahama Group, Inc.	VA1-383-817	2005	Fabric Design
Scroll Scapes	(61) TB31224 (Wovens)/ (61) TB2828 (Knits)	Tommy Bahama Group, Inc.	Applied Feb. 2006	Cancelled Application per Alyse TB Seattle 2-22-07	Fabric Design
Sea Scapes	(61) TB31232	Tommy Bahama Group, Inc.	VA1-383-825	2005	Fabric Design
Shades of Paradise	(61) TB31150	Tommy Bahama Group, Inc.	VA1-383-827	2005	Fabric Design
Sunshine Smile	(61) TB2791 (Knits)	Tommy Bahama Group, Inc.	VA1-383-831	2005	Fabric Design
Sunshine Wink	(61) TB31144 (Wovens)/ (61) TB2781 (Knits)	Tommy Bahama Group, Inc.	VA1-383-813	2005	Fabric Design
Tiles of Tangler	(61) TB31215	Tommy Bahama Group, Inc.	VA1-383-820	2005	Fabric Design
Tropical Market	(61) TB31147	Tommy Bahama Group, Inc.	VA1-383-833	2005	Fabric Design
Tropical Tatoo	(61) TB2778 (61) TB31142 (Wovens)/ (61)	Tommy Bahama Group, Inc.	VA1-383-818	2005	Fabric Design
Tutti Fruitty	TB2787 (Knits)	Tommy Bahama Group, Inc.	VA1-383-830	2005	Fabric Design

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<b>MEN'S FALL 2006</b>					
A Shore Thing	(63) TB9351	Tommy Bahama Group, Inc.	VA1-356-857	2006	Fabric Design
Bird Watching	(63) TB31264	Tommy Bahama Group, Inc.	VA1-356-796	2006	Fabric Design
Birds of Bombay	(63) TB31243	Tommy Bahama Group, Inc.	VA1-349-287	2006	Fabric Design
Bombay Greetings	(63) TB31241	Tommy Bahama Group, Inc.	VA1-356-865	2006	Fabric Design
Call to Hula	(63) TB31255	Tommy Bahama Group, Inc.	VA1-356-864	2006	Fabric Design
Chili Power	(63) TB9341	Tommy Bahama Group, Inc.	VA1-349-275	2006	Fabric Design
Cocktail Cruise	(63) TB9345	Tommy Bahama Group, Inc.	VA1-356-856	2006	Fabric Design
Day Tripper	(63) TB9335	Tommy Bahama Group, Inc.	VA1-349-285	2006	Fabric Design
First Shield	(63) TB31235	Tommy Bahama Group, Inc.	VA1-349-286	2006	Fabric Design
Fruit of the Bloom	(63) TB31282	Tommy Bahama Group, Inc.	VA1-349-284	2006	Fabric Design
Gateway of India	(63) TB31244	Tommy Bahama Group, Inc.	VA1-356-795	2006	Fabric Design
Highway To My Way	(63) TB9360	Tommy Bahama Group, Inc.	VA1-349-265	2006	Fabric Design
Himalayan Hibiscus	(63) TB31245	Tommy Bahama Group, Inc.	VA1-349-288	2006	Fabric Design
Island Canvas	(63) TB9356	Tommy Bahama Group, Inc.	VA1-356-863	2006	Fabric Design
Island Palm-Palms	(63) TB31236	Tommy Bahama Group, Inc.	VA1-356-859	2006	Fabric Design
Jungle Brush	(63) TB9357	Tommy Bahama Group, Inc.	VA1-356-792	2006	Fabric Design
Kauai Five-O	(63) TB31292	Tommy Bahama Group, Inc.	VA1-349-281	2006	Fabric Design
Koki Beach	(63) TB31251	Tommy Bahama Group, Inc.	VA1-349-291	2006	Fabric Design
Lava Lounge	(63) TB9333	Tommy Bahama Group, Inc.	VA1-356-858	2006	Fabric Design
Malbar Mixer	(63) TB31275	Tommy Bahama Group, Inc.	VA1-349-277	2006	Fabric Design
Monkeyin' Around	(63) TB31238	Tommy Bahama Group, Inc.	VA1-349-278	2006	Fabric Design
Never Ending Summer	(63) TB31297	Tommy Bahama Group, Inc.	VA1-358-794	2006	Fabric Design
Orlando Plum	(63) TB31233	Tommy Bahama Group, Inc.	VA1-349-267	2006	Fabric Design
Paisley's of Paradise	(63) TB31252	Tommy Bahama Group, Inc.	VA1-356-854	2006	Fabric Design
Palm Break	(63) TB31270	Tommy Bahama Group, Inc.	VA1-349-282	2006	Fabric Design
Palm Print	(63) TB9361	Tommy Bahama Group, Inc.	VA1-349-293	2006	Fabric Design
Polly's Vacation	(63) TB312779	Tommy Bahama Group, Inc.	VA1-356-797	2006	Fabric Design

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Prowling Around	(63) TB31256	Tommy Bahama Group, Inc.	VA1-358-855	2006	Fabric Design
Sahara Palm	(63) TB31257	Tommy Bahama Group, Inc.	VA1-349-290	2006	Fabric Design
Sea You Soon	(63) TB31284	Tommy Bahama Group, Inc.	VA1-349-276	2006	Fabric Design
Seaflower Stripe	(63) TB9364/TB31298	Tommy Bahama Group, Inc.	VA1-356-798	2006	Fabric Design
Seaspray	(63) TB31295	Tommy Bahama Group, Inc.	VA1-356-866	2006	Fabric Design
Slow Tide	(63) TB9348	Tommy Bahama Group, Inc.	VA1-356-793	2006	Fabric Design
Splitting Image	(63) TB31259	Tommy Bahama Group, Inc.	VA1-349-266	2006	Fabric Design
Sunset Rally	(63) TB9334	Tommy Bahama Group, Inc.	VA1-356-868	2006	Fabric Design
Take A Dip	(63) TB31272	Tommy Bahama Group, Inc.	VA1-356-867	2006	Fabric Design
Tikka Taxi	(63) TB31242	Tommy Bahama Group, Inc.	VA1-356-889	2006	Fabric Design
Veranda Rights	(63) TB9350	Tommy Bahama Group, Inc.	VA1-349-289	2006	Fabric Design
Waves of Hibiscus	(63) TB30919	Tommy Bahama Group, Inc.	VA1-349-283	2006	Fabric Design
Whirly Curly	(63) TB9340	Tommy Bahama Group, Inc.	VA1-349-292	2006	Fabric Design
Zanzibar	(63) TB31259	Tommy Bahama Group, Inc.	VAu703-260	2006	Fabric Design
<b>WOMEN'S FALL 2006</b>					
Blossoms Galore	(63) TB2870/ TB31319	Tommy Bahama Group, Inc.	VAu702-559	2006	Fabric Design
Climbing Vines	(63) TB31331	Tommy Bahama Group, Inc.	VAu695-531	2006	Fabric Design
Fall Fronds	(63) TB2882	Tommy Bahama Group, Inc.	VAu695-635	2006	Fabric Design
Fleur de Force	(63) TBTB2845/ TB31285	Tommy Bahama Group, Inc.	VAu695-530	2006	Fabric Design
Hun a Little Song	(63) TB31316	Tommy Bahama Group, Inc.	VAu702-562	2006	Fabric Design
Kaleidoscope Floral	(63) TB2854/ TB31300	Tommy Bahama Group, Inc.	VAu702-564	2006	Fabric Design
Linework Floral	(63) TB2866	Tommy Bahama Group, Inc.	VAu702-561	2006	Fabric Design
Lucky Leaf	(63) TB31387	Tommy Bahama Group, Inc.	Applied: May 2006	N/A	Fabric Design
Orchard Blossoms Bouquet	(63) TB31334	Tommy Bahama Group, Inc.	VAu702-560	2006	Fabric Design
Ornamental Flowers	(63) TB2878	Tommy Bahama Group, Inc.	VAu695-529	2006	Fabric Design
Pear Orchard	(63) TB2867/ TB31333	Tommy Bahama Group, Inc.	VAu702-567	2006	Fabric Design
Silly for Chantilly	(63) TB2871	Tommy Bahama Group, Inc.	VAu695-534	2006	Fabric Design
Speckles and Spots	(63) TB31291	Tommy Bahama Group, Inc.	VAu702-563	2006	Fabric Design
Spice of Life	(63) TB31383	Tommy Bahama Group, Inc.	VAu702-565	2006	Fabric Design



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Star Flower	(63) TB2860/ TB31307	Tommy Bahama Group, Inc.	VAu702-566	2006	Fabric Design
Sunrise Shadow	(63) TB31385	Tommy Bahama Group, Inc.	VAu695-533	2006	Fabric Design
Tommy's Garden	(63) TB31386	Tommy Bahama Group, Inc.	Applied: May 2006	N/A	Fabric Design
Tribal Chevron	(63) TB2853	Tommy Bahama Group, Inc.	VAu695-532	2006	Fabric Design
<b>ARTWORK</b>					
Ride the Tip		Tommy Bahama Group, Inc.	VAu703-510	2006	Decorative Design
Hotel Bombay Lounge		Tommy Bahama Group, Inc.	VAu703-507	2006	Decorative Design
Paradise Grand Prix		Tommy Bahama Group, Inc.	VAu703-508	2006	Decorative Design
Jungle Shakedown		Tommy Bahama Group, Inc.	VAu703-509	2006	Decorative Design

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<b>Holiday 2006 Artwork</b>					
Paradise Plunder	T31520 (embroidered shirt)	Tommy Bahama Group, Inc.	VAu713-103	2006	Decorative Design
Toast To Libation	Republic of Relaxation / T31521 (embroidered shirt)	Tommy Bahama Group, Inc.	VAu713-102	2006	Decorative Design
Without Reservation	T31516 (embroidered shirt)	Tommy Bahama Group, Inc.	VAu713-101	2006	Decorative Design
Seas The Day	Paradise Rush Hour/ T31518 (embroidered shirt)	Tommy Bahama Group, Inc.	VAu713-100	2006	Decorative Design
<b>MEN'S HOLIDAY 2006</b>					
Agave Jungle	(64) TB31349	Tommy Bahama Group, Inc.	VA 1-404-772	2006	Fabric Design
BBO Eskew	(64) TB9382/TB9383	Tommy Bahama Group, Inc.	VA 1-404-756	2006	Fabric Design
Beauty On The Beach	(64) TB9385	Tommy Bahama Group, Inc.	VA 1-404-757	2006	Fabric Design
Bird is The Word	(64) TB9264	Tommy Bahama Group, Inc.	VA 1-404-769	2006	Fabric Design
Brighten Beachy	(64) TB9367	Tommy Bahama Group, Inc.	VA 1-404-762	2006	Fabric Design
Casa De Flora	(64) TB9366	Tommy Bahama Group, Inc.	VA 1-404-763	2006	Fabric Design
Casino Coast	(64) TB31357	Tommy Bahama Group, Inc.	VA 1-404-776	2006	Fabric Design
Dive & Dash	(64) TB9369	Tommy Bahama Group, Inc.	VA 1-404-764	2006	Fabric Design
Early Bird	(64) TB31352	Tommy Bahama Group, Inc.	VA 1-404-750	2006	Fabric Design
Finding Reno	(64) TB9374	Tommy Bahama Group, Inc.	VA 1-404-770	2006	Fabric Design
Fish n Chicks	(64) T9384	Tommy Bahama Group, Inc.	VA 1-404-773	2006	Fabric Design
Grand Prix	(64) TB31362	Tommy Bahama Group, Inc.	VA 1-404-765	2006	Fabric Design
Halelani View	(64) TB31365	Tommy Bahama Group, Inc.	VA 1-404-758	2006	Fabric Design
Hawaiian Garden	(64)TB31111	Tommy Bahama Group, Inc.	VA 1-404-787	2006	Fabric Design
Hibiscus Ahoy	(64) TB31438	Tommy Bahama Group, Inc.	Applied: September 11, 2008	2006	Fabric Design
Hidden Hibiscus	(64) TB31374	Tommy Bahama Group, Inc.	VA 1-404-752	2006	Fabric Design

Hold'em & Fold'em	(64) TB31361	Tommy Bahama Group, Inc.	VA 1-404-751	2006	Fabric Design
Lady Luau	(64) TB31364	Tommy Bahama Group, Inc.	VA 1-404-774	2006	Fabric Design
Lanikal Leaves	(64) TB31367	Tommy Bahama Group, Inc.	VA 1-404-766	2006	Fabric Design

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Leaf Me Here	(64) TB31371	Tommy Bahama Group, Inc.	VA 1-404-781	2006	Fabric Design
Malden Monaco	(64) TB31382/T31356	Tommy Bahama Group, Inc.	VA 1-393-468	2006	Fabric Design
Margarita Bloom	(64) TB31355	Tommy Bahama Group, Inc.	VA 1-402-541	2006	Fabric Design
Painted Palms	64 T831351	Tommy Bahama Group, Inc.	VA 1-404-748	2006	Fabric Design
Parrots of the Caribbean	(64) TB31341	Tommy Bahama Group, Inc.	VA 1-404-755	2006	Fabric Design
Place To Be Scene	(64) TB9371	Tommy Bahama Group, Inc.	VA 1-404-760	2006	Fabric Design
Plumeria Palace	(64) TB31358	Tommy Bahama Group, Inc.	VA 1-404-759	2006	Fabric Design
Ponderosa Pineapples	(64) TB31399	Tommy Bahama Group, Inc.	VA 1-404-768	2006	Fabric Design
Rest & Relaxation	(64) TB9377	Tommy Bahama Group, Inc.	VA 1-404-775	2006	Fabric Design
Riviera Racer	(64) TB31359	Tommy Bahama Group, Inc.	VA 1-404-745	2006	Fabric Design
Royal Hibiscus	(64) TB31074	Tommy Bahama Group, Inc.	VA 1-404-753	2006	Fabric Design
Rum Punch	964) TB31343	Tommy Bahama Group, Inc.	VA 1-404-746	2006	Fabric Design
Shore Leave	64 TB31348	Tommy Bahama Group, Inc.	VA 1-404-743	2006	Fabric Design
Sky Hi	(64) TB9368	Tommy Bahama Group, Inc.	VA 1-404-744	2006	Fabric Design
Soul in One	(64) TB9248	Tommy Bahama Group, Inc.	VA 1-404-754	2006	Fabric Design
Spin Cycle	(64) TB9380	Tommy Bahama Group, Inc.	VA 1-404-742	2006	Fabric Design
Toucan Santa	(64) TB31340	Tommy Bahama Group, Inc.	Applied; September 11, 2006	N/A	Fabric Design
Treasure Reef	(64) TB31346	Tommy Bahama Group, Inc.	VA 1-399-044	2006	Fabric Design
Uno, Dos Palms	(64) TB31353	Tommy Bahama Group, Inc.	VA 1-404-771	2006	Fabric Design
Valle Isle	(64) TB31368	Tommy Bahama Group, Inc.	VA 1-404-747	2006	Fabric Design
Veranda Vista	(64) TB31369	Tommy Bahama Group, Inc.	VA 1-399-043	2006	Fabric Design
Walk the Plank	(64) TB31342	Tommy Bahama Group, Inc.	VA 1-402-542	2006	Fabric Design
<b>WOMEN'S HOLIDAY 2006</b>					
Bamboo Island	(64) TW60220/TW14210/TW30551	Tommy Bahama Group, Inc.	VAu729-412	2006	Fabric Design
Beautiful Orchid	(64) TW30529	Tommy Bahama Group, Inc.	VAu729-411	2006	Fabric Design
Cherry Blossom Dress	(64) TW60218	Tommy Bahama Group, Inc.	VU729-416	2006	Fabric Design
Cherry Blossom Scarf	(64) TW7226	Tommy Bahama Group, Inc.	VAu734-883	2006	Fabric Design
Cherry Blossom Skirt	(64) TW65131	Tommy Bahama Group, Inc.	VAu729-414	2006	Fabric Design

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
Ironwork	(64) TW30528/TW60557/60227	Tommy Bahama Group, Inc.	VAu734-886	2006	Fabric Design
Island Fronds	(64) TW4670	Tommy Bahama Group, Inc.	VAu729-410	2006	Fabric Design
Island Shawdows	(64) TW60224/TW65136	Tommy Bahama Group, Inc.	VAu729-413	2006	Fabric Design
Lattice Border	(64) TW30520	Tommy Bahama Group, Inc.	VAu734-887	2006	Fabric Design
Leaf Bazaar	(64) TW60228/TW 14217/TW65139	Tommy Bahama Group, Inc.	VAu729-409	2006	Fabric Design
Oasis Garden	(64) TW30537/TW60234/TW8282	Tommy Bahama Group, Inc.	VAu734-884	2006	Fabric Design
Palm Mirage	(64) TW60236/TW14230/8282	Tommy Bahama Group, Inc.	VAu734-888	2006	Fabric Design
Sun Orchid	(64) TW65133/TW14209/1W60221	Tommy Bahama Group, Inc.	VAu734-885	2006	Fabric Design

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<b>Copyright Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
The Shady Lady	Tommy Bahama Group, inc;	VAu725-439	2006	Commercial Prints
Cool Breeze Beauty	Tommy Bahama Group; Inc.	VAu725-440	2006	Commercial Prints
Veranda Vixen	Tommy Bahama Group, Inc.	VAu725-441	2006	Commercial Prints
Her Split Decision	Tommy Bahama Group, Inc.	VAu725-442	2006	Commercial Prints
Bandana Beauty	Tommy Bahama Group, Inc.	VAu725-443	2006	Commercial Prints
A Chair Affair	Tommy Bahama Group, Inc.	VAu725-444	2006	Commercial Prints
Casual Moments	Tommy Bahama Group, Inc.	VAu725-445	2006	Commercial Prints
Road Princess	Tommy Bahama Group, Inc.	VAu725-446	2006	Commercial Prints
She's Camera Ready	Tommy Bahama Group, Inc.	VAu725-447	2006	Commercial Prints
A Man and His Guitar	Tommy Bahama Group, Inc.	VAu725-446	2006	Commercial Prints
Chill Time Denim	Tommy Bahama Group, Inc.	VAu725-449	2006	Commercial Prints
Jeans That Rock!	Tommy Bahama Group, Inc.	VAu725-450	2006	Commercial Prints
The Garden Mirage	Tommy Bahama Group, Inc.	VAu725-451	2006	Commercial Prints

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<b>Copyright Title</b>	<b>Alternate Title</b>	<b>Owner</b>	<b>Registration #</b>	<b>Year Registered</b>	<b>Description</b>
<b>MEN'S SPRING 2007</b>					
Amazon Palm	(71) TB31413	Tommy Bahama Group, Inc.	VA 1-399-075	2007	Fabric Design
Carnival Garden	(71) TB31402	Tommy Bahama Group, Inc.	VA 1-404-798	2007	Fabric Design
Channel Surfer	(71) TB9400	Tommy Bahama Group, Inc.	VA 1-399-057	2007	Fabric Design
Copabanana	(71) TB30680	Tommy Bahama Group, Inc.	VA 1-404-790	2007	Fabric Design
Crustacean Formation	(71) TB31445/TB9424	Tommy Bahama Group, Inc.	VA 1-399-064	2007	Fabric Design
Destination Relaxation	(71) TB9399	Tommy Bahama Group, Inc.	VA 1-399-065	2007	Fabric Design
Destination Vacation	(71) TB9411	Tommy Bahama Group, Inc.	VA 1-396-661	2007	Fabric Design
Flora Aura	(71) TB31415	Tommy Bahama Group, Inc.	VA 1-399-079	2007	Fabric Design
Hawaiian Hiatus	(71) TB9408	Tommy Bahama Group, Inc.	VA 1.396-863	2007	Fabric Design
Honey, I Blew Up the Pineapple	(71) TB9418	Tommy Bahama Group, Inc.	VA 1-399-077	2007	Fabric Design
Hula Lookin' At	(71) TB9391	Tommy Bahama Group, Inc.	VA 1.399-068	2007	Fabric Design
Island Grove	(71) TB31428	Tommy Bahama Group, Inc.	VA 1-404-781	2007	Fabric Design
Jewel of the isle	(71) TB31417	Tommy Bahama Group, Inc.	VA 1.399-058	2007	Fabric Design
Leafful Weapon	(71) TB9397/TB9413	Tommy Bahama Group, Inc.	VA 1-404-782	2007	Fabric Design
Lelz Daze	(71) TB9394	Tommy Bahama Group, Inc.	VA 1-399-059	2007	Fabric Design
Linen Reef	(71) TB31447	Tommy Bahama Group, Inc.	VA 1-398-857	2007	Fabric Design
Luau Sunset	(71) TB31451	Tommy Bahama Group, Inc.	VA 1-399-071	2007	Fabric Design
Lucky Streak	(71) TB9393	Tommy Bahama Group, Inc.	VA 1-399-066	2007	Fabric Design
Lunar Festival	(71) TB31422	Tommy Bahama Group, Inc.	VA 1-399-073	2007	Fabric Design
Mardi Gras Mirage	(71) TB30680	Tommy Bahama Group, Inc.	VA 1-399-070	2007	Fabric Design
Martini Break	(71) TB31432	Tommy Bahama Group, Inc.	VA 1-399-078	2007	Fabric Design
Masquerade Mix	(71) TB31466	Tommy Bahama Group, Inc.	VA 1.399-081	2007	Fabric Design
Miami Heatwave	(71) TB31453	Tommy Bahama Group, Inc.	VA 1-399-056	2007	Fabric Design
Mirage Collage	(71) TB9421	Tommy Bahama Group, Inc.	VA 1-396-858	2007	Fabric Design
Morrow Bay	(71) TB9404	Tommy Bahama Group, Inc.	VA 1-399-061	2007	Fabric Design
Mr. Martini	(71) TB31432	Tommy Bahama Group, Inc.	N/A	Applied: 2/13/07	Fabric Design
Of Koi-ce	(71) TB31418	Tommy Bahama Group, Inc.	VA 1-404-800	2007	Fabric Design

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Palm Desert	(71) TB31413	Tommy Bahama Group, Inc.	VA 1-398-906	2007	Fabric Design
Palm Flings	(71) TB31403	Tommy Bahama Group, Inc.	VA 1-404-792	2007	Fabric Design
Palm O'Rama	(71) TB9406	Tommy Bahama Group, Inc.	VA 1-399-067	2007	Fabric Design
Palm Springs Postcard	(71) TB31452	Tommy Bahama Group, Inc.	VA 1-404-793	2007	Fabric Design
Pale Palm	(71) TB31456	Tommy Bahama Group, Inc.	VA 1-399-074	2007	Fabric Design
Phuket Palms	(71) TB31422	Tommy Bahama Group, Inc.	VA 1-404-791	2007	Fabric Design
Pineapple Fiesta	(71) TB31450	Tommy Bahama Group, Inc.	VA 1-399-072	2007	Fabric Design
Pineapple Oasis	(71) TB31437	Tommy Bahama Group, Inc.	VA 1-399-062	2007	Fabric Design
Pineapple Splash	(71) T139409	Tommy Bahama Group, Inc.	VA 1-396-882	2007	Fabric Design
Pineapple Tumble	(71) TB31414	Tommy Bahama Group, Inc.	VA 1-399-076	2007	Fabric Design
Poolside Tropics	(71) TB9405	Tommy Bahama Group, Inc.	VA 1-404-778	2007	Fabric Design
Relax Resort	(71) TB9420	Tommy Bahama Group, Inc.	VA 1-396-864	2007	Fabric Design
Retro Palms	(71) TB31401	Tommy Bahama Group, Inc.	VA 1-404-789	2007	Fabric Design
Santa Cruize	(71) TB9402	Tommy Bahama Group, Inc.	VA 1-404-777	2007	Fabric Design
Sea You Lei'ter	(71) TB9390	Tommy Bahama Group, Inc.	VA 1-404-780	2007	Fabric Design
Sip Back and Relax	(71) TB9417	Tommy Bahama Group, Inc.	VA 1-399-859	2007	Fabric Design
Sunset Rally	(71) TB9334	Tommy Bahama Group, Inc.	VA 1-404801	2007	Fabric Design
Tahitian Fields	(71) TB9407	Tommy Bahama Group, Inc.	VA 1-399-069	2007	Fabric Design
Tarpon Bay	(71) TB31422	Tommy Bahama Group, Inc.	VA 1-396-865	2007	Fabric Design
THAI BO	(71) TB31457	Tommy Bahama Group, Inc.	VA 1-399-080	2007	Fabric Design
The Thai That Vines	(71) TB31419	Tommy Bahama Group, Inc.	VA 1-399-080	2007	Fabric Design
Tropic View	(71) TB31435	Tommy Bahama Group, Inc.	VA 1-399-083	2007	Fabric Design
Tropicali	(71) TB9412	Tommy Bahama Group, Inc.	VA 1-396-860	2007	Fabric Design
Yes! Siam	(71) TB31421	Tommy Bahama Group, Inc.	VA 1-404-796	2007	Fabric Design
<b>Men's and Women's (TB18 Golf)</b>					
<b>Spring 2007</b>					
Bungalow Blooms	GP108	Tommy Bahama Group, Inc.	VA 1-404-794	2007	Fabric Design
Cope Cabana	GP107	Tommy Bahama Group, Inc.	VA 1-404-779	2007	Fabric Design
Head over Heels	GP283	Tommy Bahama Group, Inc.	VA 1-404-795	2007	Fabric Design
Pool Flower	GP106	Tommy Bahama Group, Inc.	VA 1-404-788	2007	Fabric Design
Sugar Blossom	GP113	Tommy Bahama Group, Inc.	VA 1-404-799	2007	Fabric Design

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Swizzle Stripe	GP109	Tommy Bahama Group, Inc.	VA 1-404-797	2007	Fabric Design
<b>WOMEN'S SPRING 2007</b>					
Capri Coast Dress and Skirt	(71)TBW 30041	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Capri Coast Shirt	(71)TBW30048	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Flora Bora Jacquard	(71)TWYD3012	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Island Canopy	(71)TBW408	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Knot A Floral Halter	(71)TBW30031	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Knot A Floral Shirt	(71)TBW30042	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Knot A Floral Skirt	(71)TBW 30047	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Nautical Anchor	(71)TBW2014SP	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Nautical Crest	(71)TBW2012	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Palm Tree Jungle	(71)TBW30044	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Paradise Hotel Silk Scarf	(71)TBW30030	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Tahitian Sunset	(71)TBW2016	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Terrace Tile	(71)TBW 30043	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Waving Palms	(71)TBW30035/ (71)TBW407/ (71)TBW2017TX	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design
Welcome to Bermuda Shirt	(71)TBW30034	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design

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<b>MEN'S FALL 2007</b>					
Apertif	(73) TB31528	Tommy Bahama Group, Inc.	VA 1-416-776	2007	Fabric Design
Bamboo Cove	(73) TB31490		VA 1-416-767	2007	Fabric Design
Batik La Chique	(73) TB31488		VA 1-416-744	2007	Fabric Design
Bordeaux Blooms	(73) TB31496		VA 1-416-756	2007	Fabric Design
Cailstoga Canopy	(73)T1331485		VA 1-416-769	2007	Fabric Design
Coyote Cove	(73) TB31493		VA 1-416-764	2007	Fabric Design
Desert Surf	(73) TB31530		VA 1-416-758	2007	Fabric Design
Dune Garden	(73) TB31531		VA 1-416-774	2007	Fabric Design
Fan Mall	(73) TB9441		VA 1-416-754	2007	Fabric Design
Floral Reflections	(73) TB31504		VA 1-416-752	2007	Fabric Design
Garden of Hope and Courage Fall 07	(73)TB31512		VA 1-416-760	2007	Fabric Design
Hibiscus High Road	(73) TB9426		VA 1-416-761	2007	Fabric Design
Hip Trip	(73) TB9434		VA 1-416-763	2007	Fabric Design
Island Reserve	(73) TB31492		VA 1-416-742	2007	Fabric Design
Late Harvest	(73) TB31486		VA 1-416-779	2007	Fabric Design
Lel'n Around	(73) TB9435		VA 1-416-759	2007	Fabric Design
Maximum Over Chili	(73) TB9428		VA 1-416-748	2007	Fabric Design
Mojito Montage	(73) TB9427		VA 1-416-770	2007	Fabric Design
Muscat Mirage	(73) TB31494		VA 1-416-778	2007	Fabric Design
Pacific Breeze	(73) TB31500		VA 1-416-753	2007	Fabric Design
Palms Unite	(73) TB31495		VA 1-416-741	2007	Fabric Design
Paradise Camp	(73) TB31491		VA 1-416-765	2007	Fabric Design
Party On	(73) TB9447		VA 1-416-750	2007	Fabric Design
Passion for Paradise	(73) TB9440		VA 1-416-762	2007	Fabric Design



Pineapple Row	(73) TB31482	VA 1-416-771	2007	Fabric Design
Que Syrah	(73) TB31527	VA 1-416-748	2007	Fabric Design
Relaxcursion	(73) TB9433	VA 1-416-743	2007	Fabric Design
SeaView Soon	(73) TB9431	VA 1-416-772	2007	Fabric Design
Shade Lounger	(73) TB31503	VA 1-416-776	2007	Fabric Design
Tails of the Sea	(73) TB9414	VA 1-416-755	2007	Fabric Design
Tropical Maze	(73) TB31484	VA 1-416-745	2007	Fabric Design
U'ma Favorite Camp	(73) TB31514	VA 1-416-747	2007	Fabric Design
Vacation Fascination	(73) TB9439	VA 1-416-773	2007	Fabric Design
Valley Floral	(73) TB31507	VA 1-416-766	2007	Fabric Design
Vintage View	(73) TB31499	VA 1-416-777	2007	Fabric Design
Volksdragon	(73) TB9429	VA 1-416-749	2007	Fabric Design
Wake 'N Bake	(73) TB9437	VA 1-416-757	2007	Fabric Design
(Retail Special)	(73) TB31646	VA 1-416-766	2007	Fabric Design
(Retail Special)	(73) TB31537	VA 1-416-751	2007	Fabric Design
<b>WOMEN'S FALL 2007</b>				
Desert Jungle	TBW300700	VA 1-416-751	<i>Pending/Applied For</i>	Fabric Design
Filigree Paisley	TBW300060		<i>Pending/Applied For</i>	Fabric Design
Ink Blossom	TBW30077		<i>Pending/Applied For</i>	Fabric Design
Island Flora	TBW2023		<i>Pending/Applied For</i>	Fabric Design
Madeira Flora	TBW30065		<i>Pending/Applied For</i>	Fabric Design
Madeira Jacquard	TWJ73001		<i>Pending/Applied For</i>	Fabric Design
Moonlit Jungle	TBW30059		<i>Pending/Applied</i>	Fabric Design

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Portuguese Medallion	TBW30064			<i>Pending/Applied For</i>	Fabric Design
Tahiti Orchids	TBW30055			<i>Pending/Applied For</i>	Fabric Design
Taravao	TBEM1017			<i>Pending/Applied For</i>	Fabric Design
Temptation Floral	TB30903			<i>Pending/Applied For</i>	Fabric Design
Zanzi Medallion	TBW30063			<i>Pending/Applied For</i>	Fabric Design
Zanzi Paisley	TBW30058			<i>Pending/Applied For</i>	Fabric Design
<b>ARTWORK</b>					
Daily Double	T31807 (embroidered shirt)		VAu750-258	2007	Decorative Design
Paradise Nation	T20709 (embroidered sweatshirt)		VAu750-261	2007	Decorative Design
Pelican Cigar	T31769 (embroidered shirt)		VAu750-259	2007	Decorative Design
Pineapple Express	T31715		VAu750-260	2007	Decorative Design

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Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description	Electronic Submission Case #
BILL COLLECTOR BAR	TR7012(G)	Tommy Bahama Group,	VAu000957155	2008	ARTWORK	1-4294150
BOARDS OF A FEATHER	TR2146	Tommy Bahama Group,	VAu000957595	2008	ARTWORK	
CASTING CALL	T32092	Tommy Bahama Group,	VAu000957209	2008	ARTWORK	
DESERT PHOENIX	T32118	Tommy Bahama Group,	VAu000957221	2008	ARTWORK	
DESPERTE STEAK KNIVES	TR2145	Tommy Bahama Group,	VAu000957156	2008	ARTWORK	
EX PRESIDENTE' CAMP	732125	Tommy Bahama Group,	VAu000957464	2008	ARTWORK	
FISH & CHICKS	TR734	Tommy Bahama Group,	VAu000957154	2008	ARTWORK	
FLAMINGO LANES	T31998	Tommy Bahama Group,	VAu000957204	2008	ARTWORK	
HULA LOTTA SHAKIN' TEE	TR2097	Tommy Bahama Group,	VAu000957190	2008	ARTWORK	
LOGO STRIPE TOWEL	TR712	Tommy Bahama Group,	VAu000957200	2008	ARTWORK	
MARLIN LINE-UP	TR794	Tommy Bahama Group,	VAu000957203	2008	ARTWORK	
NATURAL BORN GRILLER	TR7001(G)	Tommy Bahama Group,	VAu000957193	2008	ARTWORK	
PARADISE DISTILLED	732032	Tommy Bahama Group,	VAu000957208	2008	ARTWORK	
PARADISE ON TAP	T32145	Tommy Bahama Group,	VAu000957206	2008	ARTWORK	
RIDE'EM COWBOYS	T32121	Tommy Bahama Group,	VAu000957465	2008	ARTWORK	
SIGNS OF LIFE	TR2148	Tommy Bahama Group,	VAu000957194	2008	ARTWORK	
ST. CROIX LANES	T32074	Tommy Bahama Group,	VAu000957466	2008	ARTWORK	
<b>Men's &amp; Women's (TB18 GOLF) Sprint 2008</b>						
Bahama Bouquet	(81) GP129	Tommy Bahama Group,	VA1-63-996	2008	Fabric Design	
Bell of the Ball	(81) GP142	Tommy Bahama Group,	VA1-631-993	2008	Fabric Design	
Play Thru Paisley	(81) GP2101	Tommy Bahama Group,	VA1-631-998	2008	Fabric Design	
Houndstooth Blooms	(81) GP422	Tommy Bahama Group,	VA1-632-006	2008	Fabric Design	
Let's Par-Tee	(81) GP130	Tommy Bahama Group,	VA1-632-003	2008	Fabric Design	
Pretty Birdie	(81) GP2078	Tommy Bahama Group,	VA1-632-005	2008	Fabric Design	
Oh Medallion	(81) GP130	Tommy Bahama Group,	VA1-632-004	2008	Fabric Design	
Cape Escape	(81) GP2088	Tommy Bahama Group,	VA1-632-525	2008	Fabric Design	
Buoyed Up	(81) GP2122	Tommy Bahama Group,	VA1-631-999	2008	Fabric Design	
Straight Shooter	(81)GYD2105	Tommy Bahama Group,	VA1-632-523	2008	Fabric Design	
<b>MEN'S SPRING 2008</b>						
CAMO-MIRAGE	(81) T131221	Tommy Bahama Group,	VA 1632:977	2008	Fabric	
SHORE STORIES	(81) TB2977	Tommy Bahama Group,	VA 1-632-976	2008	Fabric	
PHUKET PALMS	(81) TB31422	Tommy Bahama Group,	VA 1-632-974	2008	Fabric	
WEEKEND AT FERNIES	(81) TB1631	Tommy Bahama Group,	VA 1-632-970	2008	Fabric	

Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description	Electronic Submission Case #
FRONDS DE LEON	(81) TB31632/TB9484	Tommy Bahama Group,	VA 1-632-972	2008	Fabric	
SLAM DUNK	(81) TB31635	Tommy Bahama Group,	VA 1-632-971	2008	Fabric	
BAMBOOZE CRUISE	(81) TB31643	Tommy Bahama Group,	VA 1-632-973	2008	Fabric	
TECH TAC TOE	(81) TB31646	Tommy Bahama Group,	VA 1-632-975	2008	Fabric	
DOWNLOAD STRIPE	(81) TB31648	Tommy Bahama Group,	VA 1-632-978	2008	Fabric	
FLOWER POINT	(81) TB31649	Tommy Bahama Group,	VA 1-634.025	2008	Fabric	
SPACE & TIME	(81) TB31654	Tommy Bahama Group,	VA 1-634-024	2008	Fabric	
TIDE N' SEEK	(81) TB31656	Tommy Bahama Group,	VA 1-634-02	2008	Fabric	
JUST COASTING	(81) TB31657	Tommy Bahama Group,	VA 1-634-022	2008	Fabric	
CORAL LEAF	(81) TB31660	Tommy Bahama Group,	VA 1-634-021	2008	Fabric	
SUNDAY SIESTA	(81)TB31662	Tommy Bahama Group,	VA 1-634-026	2008	Fabric	
DRAG'N RACING	(81) TB31667/TB31707	Tommy Bahama Group,	VA 1-634-020	2008	Fabric	
BREEZE FRAME	(81) TB31668	Tommy Bahama Group,	VA 1-634-029	2008	Fabric	
KE'IKI BEACH	(81) 1B31670	Tommy Bahama Group,	VA 1-634-028	2008	Fabric	
PARADISE LANE	(81) TB31671	Tommy Bahama Group,	VA 1-634-027	2008	Fabric	
TAMARINDO	(81)TB31672	Tommy Bahama Group,	VA 1-633-964	2008	Fabric	
CALYPSO ISLAND	(81) TB31673	Tommy Bahama Group,	CA 1-633-976	2008	Fabric	
SAND-A-LEI	(81) TB1674	Tommy Bahama Group,	VA 1-633-975	2008	Fabric	
PAPA ROCKS	(81) TB31676	Tommy Bahama Group,	VA 1-633-974	2008	Fabric	
A-GUST-OF FLORAL	(81) TB31680	Tommy Bahama Group,	VA 1-633-973	2008	Fabric	
GARDEN OF HOPE AND COURAGE SP 08	(81)TB31681	Tommy Bahama Group,	VA 1-633-972	2008	Fabric	
COPY PASTE	(81) TB31689	Tommy Bahama Group,	VA 1-633-971	2008	Fabric	
THE REAL MCKOI	(81) TB31691	Tommy Bahama Group,	VA 1-633-970	2008	Fabric	
GEORGE FLORA-MAN	(81) TB1766	Tommy Bahama Group,	VA 1-633-968	2008	Fabric	
CASA DE CHILL	(81)TB9366	Tommy Bahama Group,	VA 1-633.967	2008	Fabric	
FEISTY FIESTA	(81) TB9390	Tommy Bahama Group,	VA 1-633-966	2008	Fabric	
PALM O'RAMA	(81) TB9406	Tommy Bahama Group,	VA 1-633-965	2008	Fabric	
RIP SWIRL	(81) TB9408	Tommy Bahama Group,	VA 1-633.959	2008	Fabric	
LEI Z BOY	(81) TB9411	Tommy Bahama Group,	VA 1-633-958	2008	Fabric	
LEI-ING LOW	(81) TB9435	Tommy Bahama Group,	VA 1-633-956	2008	Fabric	
ALL SHOOK UP	(81) T89451	Tommy Bahama Group,	VA 1-633-954	2008	Fabric	
CABO SAN LOCO	(81) TB9457	Tommy Bahama Group,	VA 1-633-953	2008	Fabric	
ANTONIO BANDANA	(81) TB9459	Tommy Bahama	VA 1-633-950	2008	Fabric	

Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description	Electronic Submission Case #
HU-LA-LA	(81) TB9482	Tommy Bahama Group,	VA 1-633-960	2008	Fabric	
PANAME CITY PAISLEY	(81) TB9483	Tommy Bahama Group,	VA 1-633.951	2008	Fabric	
GIN ATOMIC	(81)TB9484/TB31632	Tommy Bahama Group,	VA 1-633-949	2008	Fabric	
CANNON BEACH	(81) TB9485	Tommy Bahama Group,	VA 1:633-948	2008	Fabric	
IN A PINCH	(81)TB9486	Tommy Bahama Group,	VA 1-633-946	2008	Fabric	
HANAIEI BEACH	(81)TB9490	Tommy Bahama Group,	VA 1-633-955	2008	Fabric	
THE LEI DOWN	(81) TB9492	Tommy Bahama Group,	VA 1433-182	2008	Fabric	
WHERE'S THE REEF?	(81) TB9493	Tommy Bahama Group,	VA 1-633-172	2008	Fabric	
SAKI TO ME	(81)TB9496	Tommy Bahama Group,	VA 1-633-173	2008	Fabric	
LEI ALL DAY	(81)TB9497	Tommy Bahama Group,	VA 1-633-174	2008	Fabric	
FLOATATION ADVICE	(81) TB9498	Tommy Bahama Group,	VA 1-633-176	2008	Fabric	
HAVANA CABANA	(81) T89502	Tommy Bahama Group,	VA 1-633-181	2008	Fabric	
HIBACHI HIBISCUS	(81) TB9503	Tommy Bahama Group,	VA 1-633-177	2008	Fabric	
GRILL BILL	(81) TB9504	Tommy Bahama Group,	VA 1-633-178	2008	Fabric	
LEIING & DRINKING	(81) TB9507	Tommy Bahama Group,	VA 1-633-179	2008	Fabric	
HAROLD & MOD	(81) TB9508	Tommy Bahama Group,	VA 1-633-180	2008	Fabric	
PALM CRUISE	(81) TB9512	Tommy Bahama Group,	VA 1-633-175	2008	Fabric	
<b>WOMEN'S SPRING 2008</b>						
LATTICE GEO	TBW2062	Tommy Bahama Group,	Vau 961-548	2008	Fabric	1-47905391
ZEBRA PRINT	TBW30148	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design	1-47905433
DAMASK PRINT	TBW30118	Tommy Bahama Group,	Vau 961-533	2008	Fabric	1-47905465
BALINESE BREEZE	TBW2058	Tommy Bahama Group,	Vau 961-539	2008	Fabric	1-47905497
BLACK PASSION	TBW30112	Tommy Bahama Group,	Vau 961-512	2008	Fabric	1-47905529
PASSION PAISLEY	TBW30109	Tommy Bahama Group,	Vau 961-535	2008	Fabric	1-47905561
70'S FLORAL DRESS	TBW2050	Tommy Bahama Group,	Vau 961-547	2008	Fabric	1-47903593
70'S FLORAL SLEEVELESS	TBW30110	Tommy Bahama Group,	you 961-538	2008	Fabric	1-47905625
70'S FLORAL PRINT SCARF	TBW30144	Tommy Bahama Group,	Vau 961-528	2008	Fabric	1-47905660
FLORAL SPRAY SHIRT	TBW30124	Tommy Bahama Group,	Vau 961-544	2008	Fabric	1-47905692
RIBBON FLORAL	TBW30125	Tommy Bahama Group,	Vau 961-546	2008	Fabric	147905724
HONOLULU FLORAL	TBW2060	Tommy Bahama Group,	Vau 961-531	2008	Fabric	1-47905756
PARADISE FLORAL	TBW30146	Tommy Bahama Group,	Vau 961-516	2008	Fabric	1-47905788
CHAIN PRINT	TBW2051	Tommy Bahama Group,	Vau 961-549	2008	Fabric	1-47905820

Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description	Electronic Submission Case #
KNOT A PLAID	TBW30131	Tommy Bahama Group,	Rejected	2008	Fabric	1-47905852
BAMBOO BEACH	TBW30143	Tommy Bahama Group,	Vau 961-530	2008	Fabric	1-47905884
MOD FLORAL	TBW30133	Tommy Bahama Group,	Vau 961.514	2008	Fabric	1-47952116
LAGUNA VINE	TBW2052	Tommy Bahama Group,	Vau 961-529	2008	Fabric	1-47952148
SUMMER SOLSTICE	TBW30136	Tommy Bahama Group, Inc.		<i>Pending Registration</i>	Fabric Design	147952180
TROPICAL TRELIS STRIPE	TBW30116	Tommy Bahama Group,	Vau 961-517	2008	Fabric	1-47952212
SUN DAZE	TBW30137	Tommy Bahama Group,	Vau 961-537	2008	Fabric	1-47952244
ZUMA LEAF	TBW2059	Tommy Bahama Group,	Vau 961-532	2008	Fabric	1-47952276
CHAIN LINK GEO	TBW2081	Tommy Bahama Group,				
TEXTURED LEAF	713W 2082 TV 60514	Tommy Bahama Group, Inc.			Fabric Design	
SPA LEAF	TBW2083 TV 20230 TV 60513	Tommy Bahama Group, Inc.			Fabric Design	

Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description	Electronic Submission Case #
BAREFOOT BAR	TR2178	Tommy Bahama Group, Inc.			Decorative Design	1-4294150
MARLIN MAYHEM	TR7036	Tommy Bahama Group, Inc.			Decorative Design	
PINA EXPRESS	TR7031	Tommy Bahama Group, Inc.			Decorative Design	
THE OVAL OFFICE	TR2064	Tommy Bahama Group, Inc.			Decorative Design	
DOWN SHIFT	TR2177/TR7022	Tommy Bahama Group, Inc.			Decorative Design	
BULL SHOT LOUNGE	T32274	Tommy Bahama Group, Inc.			Decorative Design	
JUST ANOTHER DAY IN PARADISE	T32148	Tommy Bahama Group, Inc.			Decorative Design	
FLAGS OF LEISURE	T32281	Tommy Bahama Group, Inc.			Decorative Design	
<b>FALL 2008 MEN'S - TOMMY BAHAMA/RELAX PRINTS</b>						
FRONT & ZENTER	(83) TBYD3534	Tommy Bahama Group, Inc.			Fabric Design	
BIG SUR	(83) TB31781	Tommy Bahama Group, Inc.			Fabric Design	
STAIRWAY TO PARADE	(83) TB31738	Tommy Bahama Group, Inc.			Fabric Design	
CANOPY MIST	(83) TB31742	Tommy Bahama Group, Inc.			Fabric Design	
ZENTER OF THE UNIVERSE	(83) TB31784	Tommy Bahama Group, Inc.			Fabric Design	
BIG LEAGUE	(83) TB31796	Tommy Bahama Group, Inc.			Fabric Design	
TROPICAL LANES	(83) TB31775	Tommy Bahama Group, Inc.			Fabric Design	
PARADISE BOWL	(83) TB31752	Tommy Bahama Group, Inc.			Fabric Design	
SUITE DEAL	(83) TB31749	Tommy Bahama Group, Inc.			Fabric Design	
SUNDIAL	(83) TB31764	Tommy Bahama Group, Inc.			Fabric Design	
PAISLEY PLAZA	(83) TB31791	Tommy Bahama Group, Inc.			Fabric Design	
HAVANA PALM	(83) TB31763	Tommy Bahama Group, Inc.			Fabric Design	
LEAF ME IN PARADISE	(83) TB31761	Tommy Bahama Group, Inc.			Fabric Design	
BIRDS GONE WILD	(83) TB31776	Tommy Bahama Group, Inc.			Fabric Design	
DIVINE LIFE	(83) TB31748	Tommy Bahama Group, Inc.			Fabric Design	
BILLIONAIRE'S PARADISE	(83) TB31747	Tommy Bahama Group, Inc.			Fabric Design	
PINEAPPLE BRIGADE	(83) TB31751	Tommy Bahama Group, Inc.			Fabric Design	
RELAX NATION	(83) TB31787	Tommy Bahama Group, Inc.			Fabric Design	
BOB GRILLIN'/BOB CHILLIN	(83) TB3990/TB	Tommy Bahama Group, Inc.			Fabric Design	
LAFERN AND SHIRLEY	(83) TB9533	Tommy Bahama Group, Inc.			Fabric Design	
PARADISE PLUMES	(83) TB9516	Tommy Bahama Group, Inc.			Fabric Design	
GEO JAM	(83) TB9258	Tommy Bahama Group, Inc.			Fabric Design	
SWIRL OF MY DREAMS	(83) TB9523	Tommy Bahama Group, Inc.			Fabric Design	
WHOLE LOTTA HULA	(83) TB31797	Tommy Bahama Group,			Fabric Design	

Copyright Title	Alternate Title	Owner	Registration #	Year Registered	Description	Electronic Submission Case #
		Inc.				
IT TAKES A CHILLAGE	(83) TB9539	Tommy Bahama Group, Inc.			Fabric Design	
ONCE IN A LEAFTIME	(83) TB9520	Tommy Bahama Group, Inc.			Fabric Design	
HIDE AND BATIK	(83) TB9527	Tommy Bahama Group, Inc.			Fabric Design	
GEO RETRO	(83) TB9544	Tommy Bahama Group, Inc.			Fabric Design	
PETAL TO THE METAL	(83) TB9543	Tommy Bahama Group, Inc.			Fabric Design	
PIMP MY SIDE	(83) TB9545	Tommy Bahama Group, Inc.			Fabric Design	
LAS PALMAS	(83) TB9534	Tommy Bahama Group, Inc.			Fabric Design	
B-I-N-GEO	(83) TB9536	Tommy Bahama Group, Inc.			Fabric Design	
LAW& BORDER	(83) TB9510	Tommy Bahama Group, Inc.			Fabric Design	
TRACES OF THE SEA	(83) TB9524	Tommy Bahama Group, Inc.			Fabric Design	
<b>Men's &amp; Women's (TB 18 GOLF) Fall 2008</b>						
LOOP ME IN	(83) GWP152	Tommy Bahama Group, Inc.			Fabric Design	
SASSIE LASSIE	(83) GWP149	Tommy Bahama Group, Inc.			Fabric Design	
FLORAL IMPRESSION	(83) GWP2208	Tommy Bahama Group, Inc.			Fabric Design	
FIREWORKS	(83) GWP2191	Tommy Bahama Group, Inc.			Fabric Design	
GROVIN BABY	(83) GWP156	Tommy Bahama Group, Inc.			Fabric Design	
MY LADY PAISLEY	(83) GWP157	Tommy Bahama Group, Inc.			Fabric Design	
GO CARGOI	(83) GWP161	Tommy Bahama Group, Inc.			Fabric Design	
HOYTIE-TOYIE	(83) GWP2175	Tommy Bahama Group, Inc.			Fabric Design	
LADY LOFT	(83) GWP154	Tommy Bahama Group, Inc.			Fabric Design	
SWEET CONFETTI	(83) GWP2171	Tommy Bahama Group, Inc.			Fabric Design	
PICCADILLY PLACE	(83) GWP2185	Tommy Bahama Group, Inc.			Fabric Design	
FEATHERIE DOTS	(83) GWP2172	Tommy Bahama Group, Inc.			Fabric Design	
DECO DAME	(83) GWP2202	Tommy Bahama Group, Inc.			Fabric Design	
BIRDIE OF PARADISE	(83) GWP2179	Tommy Bahama Group, Inc.			Fabric Design	
<b>WOMEN'S 2008</b>						
MOREA GOE	TBW 2072	Tommy Bahama Group, Inc.			Fabric Design	
BALINESE DREAMS	TBW30150	Tommy Bahama Group, Inc.			Fabric Design	
TAHITIAN PALMS (leaf)	TBW 2078	Tommy Bahama Group, Inc.			Fabric Design	DRESS
TAHITIAN PALMS (geo)	TBW 2079 TBW 3155 TW 14500	Tommy Bahama Group, Inc.			Fabric Design	BORDER
PARADISE MEDALLION	TW 8403	Tommy Bahama Group, Inc.			Fabric Design	
PARADISE MEDALLION	TBW 30156 TBW 2069	Tommy Bahama Group, Inc.			Fabric Design	
COCOA PALMS	TW 65321	Tommy Bahama Group,			Fabric Design	



<u>Copyright Title</u>	<u>Alternate Title</u>	<u>Owner</u>	<u>Registration #</u>	<u>Year Registered</u>	<u>Description</u>	<u>Electronic Submission Case #</u>
		Inc.				
COCOA PALMS	TBW 424	Tommy Bahama Group, Inc.			Fabric Design	
SOUTH SEAS GEO	TBW 2073	Tommy Bahama Group, Inc.			Fabric Design	
ROAD TO BALI	TBW 2077	Tommy Bahama Group, Inc.			Fabric Design	
INDONESIAN PAISLEY	TBW 30160	Tommy Bahama Group, Inc.			Fabric Design	
SUMATRA MEDALLION	TBW30152 TBW 30171	Tommy Bahama Group, Inc.			Fabric Design	
COCO PLAYA PAISLEY	TW 7379 TBW 30164 TW 60496	Tommy Bahama Group, Inc.			Fabric Design	
BARBADOS GEO	TW30904 TBW 2075 TW 20209	Tommy Bahama Group, Inc.			Fabric Design	
MONTSERRAT	TBW418	Tommy Bahama Group, Inc.			Fabric Design	

#### SCHEDULE 4

#### INTELLECTUAL PROPERTY LICENSES

##### License Agreements

1. License Agreement between Geoffrey Beene, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated November 1, 2006.
2. License Agreement by and between Levi Strauss & Co. (Licensor) and Oxford Industries, Inc. (Licensee), dated January 31, 2000.
3. License Agreement by and between Tommy Hilfiger Licensing, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated August 4, 1993.
4. License Agreement by and between Tommy Hilfiger Licensing, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated June 15, 1995.
5. License Agreement by and between L-K Enterprises, LLC (Licensor) and Oxford Industries, Inc. (Licensee), dated December 12, 2001.
6. License Agreement by and between JRA Trademarks Co., Ltd. (Licensor) and Oxford Industries, Inc. (Licensee), dated as of January 1, 2007.
7. License Agreement by and between Levi Strauss & Co. (Licensor) and Oxford Industries, Inc. (Licensee), dated November 30, 2006.
8. License Agreement by and between Patch Licensing, LLC (Licensor) and Oxford Industries, Inc. (Licensee), dated as of August 10, 2006.
9. License Agreement by and between Kenneth Cole Productions, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated February 19, 2007.
10. License Agreement by and between Oxford Industries, Inc. (Licensee) and Licensing Partners International, LLC (Licensor), entered January 1, 2007.
11. License Agreement by and between Oxford Industries, Inc. (Licensee) and Dal Dielo LLC (Licensor), entered April 1, 2008.

**SCHEDULE 5**

PATENTS

US Patent Application No. 11/590,690 Stain Resistant Interlining for Clothing; filed October 31, 2006 by Oxford Industries, Inc..

US Provisional Application No. 60/947,507 Shirt with Woven Pleats; filed July 2, 2007 by Oxford Industries, Inc.; Conversion application filed July 2, 2008.

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**SCHEDULE 6**  
PLEDGED COMPANIES

<b>Pledgor</b>	<b>Pledgee</b>	<b>Type</b>	<b>Certificate Number</b>	<b>Number of Shares</b>
Oxford Industries, Inc.	Tommy Bahama Group, Inc. (Viewpoint International, Inc.)	Common	A3	2,125
Oxford Industries, Inc.	Ben Sherman Clothing, Inc.	Common	2	1,000
Oxford Industries, Inc.	Oxford Caribbean, Inc.	Common	1	3,000
Oxford Industries, Inc.	Lionshead Clothing Company	Common	1	1,500
Oxford Industries, Inc.	Piedmont Apparel Corporation	Common	1	1,500
Oxford Industries, Inc.	Oxford of South Carolina, Inc.	Common	1	100,000
Oxford Industries, Inc.	Oxford Private Limited of Delaware, Inc.	Common	1	1,500
Oxford Industries, Inc.	Oxford Garment, Inc.	Common	1	3,000
Oxford Industries, Inc.	Oxford International, Inc.	Common	2	99,500
Oxford Industries, Inc.	Oxford International, Inc.	Common	001	500
Oxford Industries, Inc.	SFI of Oxford Acquisition Corporation	Common	2	1,000
Oxford Industries, Inc.	Oxford (Philippines), Inc.	Capital	009	24,994
Oxford Industries, Inc.	Oxford (Philippines), Inc.	Capital	011	1
Oxford Industries, Inc.	Oxford of Europe	—	5	65
Oxford Industries, Inc.	Oxford Products (International) Limited	—	6	97,499
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	01	1
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	02	1
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	03	1
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	04	1
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	05	1
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	06	1
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	07	1

<b>Pledgor</b>	<b>Pledgee</b>	<b>Type</b>	<b>Certificate Number</b>	<b>Number of Shares</b>
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	08	1
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	09	1
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	10	1
Oxford Industries, Inc.	Manufacturera de Sonora, S.A. de C.V.	—	5	100
Oxford Industries, Inc.	Manufacturera de Sonora, S.A. de C.V.	—	5B	10,949
Oxford Industries, Inc.	Camisas Bahia Kino, S.A. de C.V.	—	2B	1,000
Oxford Industries, Inc.	Camisas Bahia Kino, S.A. de C.V.	—	27A	100
Oxford Industries, Inc.	Industrias Oxford de Merida, S.A. de C.V.	—	6	1,000
Oxford Industries, Inc.	Industrias Lanier de Honduras S. de R.L.	—	—	Uncertificated
Tommy Bahama Group, Inc. (f/k/a Viewpoint International, Inc.)	Tommy Bahama R&R Holdings, Inc.	Common	2	100
Tommy Bahama R&R Holdings, Inc.	Tommy Bahama Beverages, LLC	—	—	Uncertificated
Tommy Bahama Beverages, LLC	Tommy Bahama Texas Beverages, LLC	—	—	Uncertificated
Oxford International, Inc.	Oxford Products (International) Limited	—	5	1
Oxford International, Inc.	Oxford Internacional de Guatemala, Sociedad Anonima	—	004	4
Oxford International, Inc.	Manufacturera de Sonora, S.A. de C.V.	—	2	100
Oxford Caribbean, Inc.	Q.R. Fashions S. de R.L.	—	—	Uncertificated

**SCHEDULE 7**

LIST OF UNIFORM COMMERCIAL CODE FILING JURISDICTIONS

<b>Grantor</b>	<b>Jurisdiction</b>
Oxford Industries, Inc.	Georgia
Tommy Bahama Group, Inc.	Delaware
Ben Sherman Clothing, Inc.	Georgia
Lionshead Clothing Company	Delaware
Oxford Caribbean, Inc.	Delaware
Oxford Garment, Inc.	Delaware
Oxford International, Inc.	Georgia
Oxford Lockbox, Inc.	Delaware
Oxford of South Carolina, Inc.	South Carolina
Piedmont Apparel Corporation	Delaware
SFI of Oxford Acquisition Corporation	Delaware
Tommy Bahama Beverages, LLC	Delaware
Tommy Bahama R&R Holdings, Inc.	Delaware
Tommy Bahama Texas Beverages, LLC	Texas
Viewpoint Marketing, Inc.	Florida

ANNEX 1 TO AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT  
FORM OF SUPPLEMENT

Supplement No. (this "Supplement") dated as of \_\_\_\_\_, 20\_\_\_\_, to the Amended and Restated Pledge and Security Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, "Grantors" and each individually "Grantor") and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or, if not defined therein, in the Credit Agreement; and

WHEREAS, Grantors have entered into the Security Agreement in order to induce the Lenders to make certain financial accommodations to Borrowers; and

WHEREAS, pursuant to Section 6.20 of the Credit Agreement, new direct or indirect Domestic Subsidiaries of Borrowers (other than an Excluded Subsidiary) must execute and deliver certain Loan Documents, including the Security Agreement, and the execution of the Security Agreement by the undersigned new Grantor or Grantors (collectively, the "New Grantors") may be accomplished by the execution of this Supplement in favor of Administrative Agent, for the benefit of the Lender Group;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor hereby agrees as follows:

1. In accordance with Section 24 of the Security Agreement, each New Grantor, by its signature below, becomes a "Grantor" under the Security Agreement with the same force and effect as if originally named therein as a "Grantor" and each New Grantor hereby (a) agrees to all of the terms and provisions of the Security Agreement applicable to it as a "Grantor" thereunder and (b) represents and warrants that the representations and warranties made by it as a "Grantor" thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Secured Obligations, does hereby grant, assign, and pledge to Administrative

Agent, for the benefit of the Lender Group, a security interest in and security title to all assets of such New Grantor including, all property of the type described in Section 2 of the Security Agreement to secure the full and prompt payment of the Secured Obligations, including, any interest thereon, plus reasonable attorneys' fees and expenses if the Secured Obligations represented by the Security Agreement are collected by law, through an attorney-at-law, or under advice therefrom. Schedule 1, "Trade Names; Organizational ID Number; Chief Executive Office", Schedule 2, "Commercial Tort Claims", Schedule 3, "Copyright Registrations and Applications for Registration", Schedule 4, "Intellectual Property Licenses", Schedule 5, "Patents", Schedule 6, "Pledged Companies" and Schedule 7, "List of Uniform Commercial Code Filing Jurisdictions" attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6 and Schedule 7, respectively, to the Security Agreement and shall be deemed a part thereof for all purposes of the Security Agreement. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is incorporated herein by reference.

2. Each New Grantor represents and warrants to the Lender Group that this Supplement has been duly executed and delivered by such New Grantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

3. This Supplement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

5. This Supplement 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.

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IN WITNESS WHEREOF, each New Grantor and Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

**NEW GRANTORS:[Name of New Grantor]**

By:  
Name:  
Title:

**[Name of New Grantor]**

By:  
Name:  
Title:

**SUNTRUST BANK**

By:  
Name:  
Title:

SUPPLEMENT TO PLEDGE AND SECURITY AGREEMENT

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**EXHIBIT A**

**COPYRIGHT SECURITY AGREEMENT**

This COPYRIGHT SECURITY AGREEMENT (this "Copyright Security Agreement") is made as of this        day of       , 20   , among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Grantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Amended and Restated Pledge and Security Agreement dated as of August 15, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement";) and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1.        DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
  2.        GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Copyright Collateral"):
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(a) all of such Grantor's Copyrights and Copyright Intellectual Property Licenses to which it is a party as licensor or licensee including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing; and

(c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright or any Copyright licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Copyright Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Grantors shall give Administrative Agent prompt notice in writing of any additional United States copyright registrations or applications therefor after the date hereof. Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered copyrights or applications therefor of Grantors. Notwithstanding the foregoing, no failure to so modify this Copyright Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Copyright Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Copyright Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Copyright Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning

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represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Copyright Security Agreement or any other Loan Document refer to this Copyright Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Copyright Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Copyright Security Agreement unless otherwise specified. Any reference in this Copyright Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SFI OF OXFORD ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

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**TOMMY BAHAMA R&R HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**SUNTRUST BANK**, as Administrative Agent

By:  
Name:  
Title:

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SCHEDULE I  
TO  
COPYRIGHT SECURITY AGREEMENT  
COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Country</u>	<u>Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>

Copyright Licenses

EXHIBIT B

PATENT SECURITY AGREEMENT

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of this      day of      , 20      , among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Amended and Restated Pledge and Security Agreement dated as of August 15, 2008 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement";) and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing first priority security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):

- (a) all of its Patents and Patent Intellectual Property Licenses to which it is a party including those referred to on Schedule I hereto;
- (b) all reissues, continuations or extensions of the foregoing; and
- (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.

3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give prompt notice in writing to Administrative Agent with respect to any such new patent rights. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular,

references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
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Title:

**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
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Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
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**SFI OF OXFORD ACQUISITION CORPORATION**

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**TOMMY BAHAMA BEVERAGES, LLC**

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Name:  
Title:

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Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**SUNTRUST BANK**, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

**EXHIBIT C**

**PLEGDED INTERESTS ADDENDUM**

This Pledged Interests Addendum, dated as of \_\_\_\_\_, 20\_\_\_\_, is delivered pursuant to Section 6 of the Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Amended and Restated Pledge and Security Agreement, dated as August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the undersigned, together with the other Grantors named therein, to SUNTRUST BANK, as Administrative Agent. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Security Agreement or, if not defined therein, defined in that certain Second Amended and Restated Credit Agreement, dated as August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"); together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"). The undersigned hereby agrees that the additional interests listed on this Pledged Interests Addendum as set forth below shall be and become part of the Pledged Interests pledged by the undersigned to Administrative Agent in the Security Agreement and any pledged company set forth on this Pledged Interests Addendum as set forth below shall be and become a "Pledged Company" under the Security Agreement, each with the same force and effect as if originally named therein.

The undersigned hereby certifies that the representations and warranties set forth in Section 5 of the Security Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

[ \_\_\_\_\_ ]

By:

Name:

Title:

---

Name of Pledgor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Certificate Nos.

Notwithstanding anything herein to the contrary, the liens and security interests granted to Administrative Agent (as defined below) pursuant to this Agreement (as defined below) and the exercise of any right or remedy by Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement, dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Administrative Agent, as ABL Agent, and U.S. Bank National Association, as Trustee and as Collateral Agent, and as acknowledged by the Grantors (as such term is defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

#### SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT

This SECOND AMENDED AND RESTATED PLEDGE AND SECURITY AGREEMENT (this "Agreement") is made as of this 30th day of June, 2009, among the Grantors 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 (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as administrative agent (together with its successors, "Administrative Agent").

#### WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and Administrative Agent, the Lender Group (as defined therein) is willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

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

WHEREAS, Administrative Agent and the Grantors are parties to that certain Amended and Restated Pledge and Security Agreement, dated as of August 15, 2008 (the "Prior Security Agreement"), pursuant to which the Grantors granted Administrative Agent a continuing security interest in and to the Collateral (as defined in the Prior Security Agreement) in order to secure the prompt and complete payment, observance and performance of the Secured Obligations (as defined in the Prior Security Agreement); and

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WHEREAS, in order to induce the Lender Group to continue to make financial accommodations to Borrowers as provided for in the Credit Agreement, Grantors have agreed to amended and restate the Prior Security Agreement and to grant a continuing security interest in and to the Collateral in order to secure the prompt and complete payment, observance and performance of, among other things, (a) all of the present and future obligations of Grantors arising from this Agreement, the Credit Agreement, the other Loan Documents and the Bank Products Documents and (b) all Obligations of Borrowers, including, in the case of each of clauses (a) and (b), reasonable attorneys' fees and expenses and any interest, fees or expenses that accrue after the filing of an Insolvency Proceeding, regardless of whether allowed or allowable in whole or in part as a claim in any Insolvency Proceeding (clauses (a) and (b) being hereinafter referred to as the "Secured Obligations");

NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Credit Agreement. Any terms used in this Agreement that are defined in the UCC shall be construed and defined as set forth in the UCC unless otherwise defined herein or in the Credit Agreement; provided, however, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

- (a) "Agreement Date" means June 30, 2009.
- (b) "Books" means books and Records (including each Grantor's Records indicating, summarizing, or evidencing such Grantor's assets (including the Collateral) or liabilities, each Grantor's Records relating to such Grantor's business operations or financial condition, and each Grantor's Goods or General Intangibles (other than Excluded Trademarks and Excluded Trademark Licenses) related to such information).
- (c) "Borrowers" has the meaning specified therefor in the recitals to this Agreement.
- (d) "Chattel Paper" means chattel paper (as that term is defined in the UCC) and includes tangible chattel paper and electronic chattel paper.
- (e) "Collateral" has the meaning specified therefor in Section 2.
- (f) "Commercial Tort Claims" means commercial tort claims (as that term is defined in the UCC), and includes those commercial tort claims listed on Schedule 2.
- (g) "Copyrights" means copyrights and copyright registrations, including the copyright registrations and applications for registration listed on Schedule 3, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under

and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof and (iv) all of each Grantor's rights corresponding thereto throughout the world, but excluding, in each case, copyrights included in the definition of Excluded Trademarks.

(h) "Copyright Security Agreement" means each Copyright Security Agreement among Grantors, or any of them, and Administrative Agent, for the benefit of the Lender Group, in substantially the form of Exhibit A attached hereto, pursuant to which Grantors have granted to Administrative Agent, for the benefit of the Lender Group, a security interest in all their respective Copyrights.

(i) "Credit Agreement" has the meaning specified therefor in the recitals to this Agreement.

(j) "Deposit Account" means any deposit account (as that term is defined in the UCC).

(k) "Discharge of Note Obligations" has the meaning specified therefor in the Intercreditor Agreement.

(l) "Documents" means documents (as that term is defined in the UCC).

(m) "Draft" means a draft (as that term is defined in the UCC).

(n) "Equipment" means equipment (as that term is defined in the UCC).

(o) "Excluded Trademark Licenses" means any Intellectual Property License related to a Trademark to the extent such Intellectual Property License is not a U.S. Trademark License.

(p) "Excluded Trademarks" means any Trademarks that are not U.S. Trademarks.

(q) "First-Tier Foreign Subsidiary" shall mean any Foreign Subsidiary that is directly held by Parent or its Domestic Subsidiaries.

(r) "Fixtures" means fixtures (as that term is defined in the UCC).

(s) "General Intangibles" means general intangibles (as that term is defined in the UCC) and, in any event, including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill (including the goodwill associated with any Trademark), Patents, Trademarks, Copyrights, URLs and domain names, industrial designs, other industrial or Intellectual Property or rights therein or applications therefor, whether under license or otherwise, programs, programming materials, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements,



including Intellectual Property Licenses, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, uncertificated Equity Interests not constituting a security (as defined in the UCC), and any other personal property other than commercial tort claims, money, Accounts, Chattel Paper, Deposit Accounts, Goods, Investment Related Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.

(t) “Goods” means goods (as that term is defined in the UCC).

(u) “Grantor” and “Grantors” has the meaning specified therefor in the recitals to this Agreement.

(v) “Insolvency Proceeding” means (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors, in each of case (a) and (b) undertaken under federal, state or foreign law, including the Bankruptcy Code.

(w) “Instrument” means an instrument (as that term is defined in the UCC).

(x) “Intellectual Property” means any and all Intellectual Property Licenses, Patents, Copyrights, Trademarks and trade secrets.

(y) “Intellectual Property Licenses” means a license or other agreement granting a right to use any Patent, Trademark, Copyright or other Intellectual Property, to which a Grantor is a party, whether as a licensee or a licensor, including the license agreements listed on Schedule 4, and the right to use any such Patent, Trademark, Copyright or other Intellectual Property (to the extent permitted by such license) in connection with the enforcement of the Lender Group’s rights under the Loan Documents, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses.

(z) “Intercreditor Agreement” has the meaning set forth in the legend on the first page of this Agreement.

(aa) “Inventory” means inventory (as that term is defined in the UCC).

(bb) “Investment Related Property” means (i) investment property (as that term is defined in the UCC), and (ii) all of the following regardless of whether classified as investment property under the UCC: all Pledged Interests; Pledged Operating Agreements; and Pledged Partnership Agreements.

(cc) “Letter-of-Credit Rights” means letter-of-credit rights (as that term is defined in the UCC).

(dd) “Mortgage” means an agreement, including, but not limited to, a mortgage, deed of trust or any other document creating and evidencing a Lien on a Mortgaged Property in favor of or for the benefit of Administrative Agent, which shall be in form which is effective to create a Lien on such Mortgaged Property in favor of Administrative Agent to secure the Secured Obligations that is enforceable against the applicable Grantor and third parties, in each case, with such schedules and including such provisions as shall be necessary or desirable to conform such document to applicable local law requirements or as shall be customary under applicable local law requirements.

(ee) “Mortgaged Property” means each parcel of Real Property, if any, which shall be subject to a Mortgage delivered after the Agreement Date pursuant to Section 6(i).

(ff) “Negotiable Collateral” means Instruments, Letter-of-Credit Rights, Promissory Notes, Drafts and Documents.

(gg) “Note Collateral” has the meaning specified therefor in the Intercreditor Agreement.

(hh) “Note Priority Collateral” has the meaning specified therefor in the Intercreditor Agreement.

(ii) “Patent Security Agreement” means each Patent Security Agreement among Grantors, or any of them, and Administrative Agent, for the benefit of the Lender Group, in substantially the form of Exhibit B attached hereto, pursuant to which Grantors have granted to Administrative Agent, for the benefit of the Lender Group, a security interest in all their respective Patents.

(jj) “Patents” means patents and patent applications, including the patents and patent applications listed on Schedule 5, and (i) all continuations and continuations-in-part, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of each Grantor’s rights corresponding thereto throughout the world.

(kk) “Pledged Companies” means, each Person listed on Schedule 7 as a “Pledged Company”, together with each other Person, all or a portion of whose Equity Interests, are acquired or otherwise owned by a Grantor after the Agreement Date and are required to be pledged to Administrative Agent under Section 6.20 of the Credit Agreement, other than any such Equity Interest excluded from the term “Collateral” under the last paragraph of Section 2.

(ll) “Pledged Interests” means all of each Grantor’s right, title and interest in and to all of the Equity Interests now or hereafter owned by such Grantor, regardless of class or designation, in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, including any certificates representing the Equity Interests, the right to request after the occurrence and during the continuation of an Event of Default that such Equity Interests be registered in the name of Administrative Agent or

any of its nominees, the right to receive any certificates representing any of the Equity Interests and the right to require that such certificates be delivered to Administrative Agent together with undated powers or assignments of investment securities with respect thereto, duly endorsed in blank by such Grantor, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and of all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and cash, Instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing except that Pledged Interests shall not include any property or assets which are excluded from the term "Collateral" under the last paragraph of Section 2.

(mm) "Pledged Interests Addendum" means a Pledged Interests Addendum substantially in the form of Exhibit C to this Agreement.

(nn) "Pledged Operating Agreements" means all of each Grantor's rights, powers, and remedies under the limited liability company operating agreements of each of the Pledged Companies that are limited liability companies.

(oo) "Pledged Partnership Agreements" means all of each Grantor's rights, powers, and remedies under the partnership agreements of each of the Pledged Companies that are partnerships.

(pp) "Proceeds" has the meaning specified therefor in Section 2.

(qq) "Promissory Note" means a promissory note (as that term is defined in the UCC).

(rr) "Real Property" means any estates or interests in real property now owned or hereafter acquired by any Grantor and the improvements thereto.

(ss) "Record" means a record (as that term is defined in the UCC).

(tt) "Secured Obligations" has the meaning specified in the recitals to this Agreement.

(uu) "Securities Account" means a securities account (as that term is defined in the UCC).

(vv) "Security Interest" has the meaning specified therefor in Section 2.

(ww) "Supporting Obligations" means supporting obligations (as such term is defined in the UCC), and includes Letter-of-Credit Rights and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Related Property.

(xx) "Trademark Security Agreement" means each Trademark Security Agreement among Grantors, or any of them, and Administrative Agent, for the benefit of the

Lender Group, in substantially the form of Exhibit D attached hereto, pursuant to which Grantors have granted to Administrative Agent, for the benefit of the Lender Group, a security interest in all their respective U.S. Trademarks and U.S. Trademark Licenses.

(yy) “Trademarks” means trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, and Copyrights (whether or not registered) embodied in any of the foregoing or related to works with which the goodwill of any Grantor has become associated, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of each Grantor’s business symbolized by the foregoing and connected therewith, and (v) all of each Grantor’s rights corresponding thereto throughout the world.

(zz) “URL” means “uniform resource locator,” an internet web address.

(aaa) “U.S. Trademark Licenses” means a license or other agreement to the extent granting a right to use any U.S. Trademark owned by a Grantor, to which a Grantor is a party as a licensor, including the license agreements listed on Schedule 6 to the extent granting a right to use any U.S. Trademark owned by a Grantor, including the right to royalties and any other consideration now or hereafter paid to a Grantor under or with respect thereto by any entity for such rights thereunder.

(bbb) “U.S. Trademarks” means, with respect to any Grantor, trademarks, trade names, service marks and any application for the foregoing (including those set forth on Schedule 6) owned by such Grantor and registered in (or in the case of applications, filed with) the United States Patent and Trademark Office (or any successor office performing similar functions) including (i) Copyrights (whether or not registered) embodied in any of the foregoing, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof and (v) the goodwill of such Grantor’s business symbolized by the foregoing and connected therewith.

2. Grant of Security. Each Grantor hereby unconditionally grants, assigns, and pledges to Administrative Agent, for the benefit of the Lender Group, a continuing security interest (hereinafter referred to as the “Security Interest”) in all personal property of such Grantor whether now owned or hereafter acquired or arising and wherever located, including such Grantor’s right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the “Collateral”):

(a) all of such Grantor’s Accounts (other than Accounts related to the Grantor’s Excluded Trademarks or Excluded Trademark Licenses);

(b) all of such Grantor’s Books;

- (c) all of such Grantor's Chattel Paper;
- (d) all of such Grantor's interest with respect to any Deposit Account;
- (e) all of such Grantor's Equipment and fixtures;
- (f) all of such Grantor's General Intangibles (other than Excluded Trademarks and Excluded Trademark Licenses) including, without limitation, U.S. Trademarks and U.S. Trademark Licenses;
- (g) all of such Grantor's Inventory;
- (h) all of such Grantor's Investment Related Property;
- (i) all of such Grantor's Negotiable Collateral;
- (j) all of such Grantor's rights in respect of Supporting Obligations;
- (k) all of such Grantor's interest with respect to any Commercial Tort Claims listed on Schedule 2;
- (l) all of such Grantor's money, Cash Equivalents, or other assets that now or hereafter come into the possession, custody, or control of Administrative Agent or any other member of the Lender Group; and
- (m) all of the proceeds and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or commercial tort claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, General Intangibles (other than Excluded Trademarks and Excluded Trademark Licenses), Inventory, Investment Related Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the property of Grantors constituting Collateral, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or interest therein, and the proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing Collateral (the "Proceeds"). Without limiting the generality of the foregoing, the term "Proceeds" includes whatever is receivable or received when Investment Related Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Grantor or Administrative Agent from time to time with respect to any of the Investment Related Property.

Notwithstanding anything contained in this Section 2 to the contrary, the term "Collateral" shall not include: (i) any of the Equity Interests of a Foreign Subsidiary of a Grantor other than a First-Tier Foreign Subsidiary of such Grantor, (ii) with respect to any First-Tier

Foreign Subsidiary of a Grantor, any Equity Interests in excess of sixty-five percent (65%) of the Equity Interests of such First-Tier Foreign Subsidiary, together with all certificates representing such Equity Interests, all Proceeds thereof and all rights relating thereto, (iii) any Equity Interests in an Excluded Subsidiary, (iv) any Equity Interests in Patch Licensing LLC, (v) any Excluded Trademark or any Excluded Trademark License owned by any Grantor (as licensor or as licensee) and any Proceeds related thereto, (vi) to the extent (and only for so long as) such property does not constitute Note Collateral, assets and all Proceeds thereof and all rights relating thereto subject to Liens permitted pursuant to clause (f) (as it relates to any of the foregoing) of the definition of "Permitted Liens" in the Credit Agreement to the extent the documentation relating to such Liens prohibits the applicable Grantors from granting a Lien on such assets to secure the Secured Obligations, (vii) to the extent (and only for so long as) such property does not constitute Note Collateral, any Equity Interests of a Person that is not a Subsidiary of Parent and all Proceeds thereof and all rights relating thereto to the extent that a pledge of such Equity Interests, Proceeds or rights is prohibited by such Person's organizational documents or any shareholders agreement or joint venture agreement relating to such Equity Interests, Proceeds or rights, (viii) to the extent (and only for so long as) such property does not constitute Note Collateral, any contract, lease, license or other agreement and all Proceeds thereof and all rights relating thereto to the extent that the grant of a security interest therein would violate applicable law, result in the invalidation thereof or provide any party thereto with a right of termination or any other remedy that materially increases the costs or burden of any Grantor thereunder with respect thereto (in each case, after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) or 9-409 of the UCC (or any successor provision or provisions) or any other applicable law), and (ix) any intent-to-use trademark application to the extent and for so long as creation by a Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein.

3. Security for Secured Obligations. This Agreement and the Security Interest created hereby secure the payment and performance of all of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent or any other member of the Lender Group, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any other Grantor.

4. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements included in the Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by Administrative Agent or any other member of the Lender Group of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the Collateral, and (c) no member of the Lender Group shall have any obligation or liability under such contracts and agreements included in the Collateral by reason of this Agreement, nor shall any member of the Lender Group be obligated to perform any of the obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Until an Event of Default shall occur and be continuing, except as otherwise

provided in this Agreement, the Credit Agreement, or the other Loan Documents, Grantors shall have the right to possession and enjoyment of the Collateral for the purpose of conducting the ordinary course of their respective businesses, subject to and upon the terms hereof and of the Credit Agreement and the other Loan Documents. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the Pledged Interests, including all voting, consensual, and dividend rights, shall remain in the applicable Grantor until the occurrence of an Event of Default and until Administrative Agent shall notify the applicable Grantor of Administrative Agent's exercise of voting, consensual, or dividend rights with respect to the Pledged Interests pursuant to Section 15 hereof.

5. Representations and Warranties. Each Grantor hereby represents and warrants as follows:

(a) The exact legal name of each of the Grantors is set forth on the signature pages of this Agreement or a written notice provided to Administrative Agent pursuant to Section 8.7(f) of the Credit Agreement. No Grantor conducts, and, during the five-year period immediately preceding the Agreement Date, no Grantor has conducted, business under any trade name or other name other than those set forth on Schedule 1 attached hereto.

(b) Such Grantor's organizational identification number (within the meaning of Section 9-516(b)(5)(C)(iii) of the UCC), and its chief executive office, principal place of business and the place where such Grantor maintains its records concerning the Collateral is set forth on Schedule 1. If such Grantor is a corporation, limited liability company, limited partnership, corporate trust or other registered organization, the state under whose law such registered organization was organized is set forth on Schedule 1.

(c) Intentionally Omitted.

(d) As of the Agreement Date, no Grantor has any interest in, or title to, any U.S. Trademarks or U.S. Trademark Licenses except as set forth on Schedule 6. This Agreement is effective to create a valid and continuing Lien on such U.S. Trademarks and U.S. Trademark Licenses and, upon filing of the Copyright Security Agreement with the United States Copyright Office and filing of the Trademark Security Agreement with the United States Patent and Trademark Office, and the filing of appropriate financing statements in the jurisdictions listed on Schedule 8, all action necessary to perfect the Security Interest in each Grantor's U.S. Trademarks and U.S. Trademark Licenses has been taken and such perfected Security Interests are enforceable as such as against any and all creditors of and purchasers from any Grantor.

(e) This Agreement creates a valid security interest in the Collateral of each of Grantors, to the extent a security interest therein can be created under the UCC, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the UCC, the filing of a Copyright Security Agreement with the United States Copyright Office and a Trademark Security Agreement and a Patent Security Agreement with the United States Patent and Trademark Office, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements and such other filings listing each applicable Grantor, as a debtor, and Administrative

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Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 8. Upon the making of such filings, Administrative Agent shall have a perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by the filing of a financing statement, the filing of a Copyright Security Agreement with the United States Copyright Office and a Trademark Security Agreement and a Patent Security Agreement with the United States Patent and Copyright Office, subject only to Permitted Liens.

(f) (i) Each Grantor is and will at all times be the sole holder of record and the legal and beneficial owner, free and clear of all Liens, except for Permitted Liens, the Security Interest created hereby and the Liens in favor of the Collateral Agent (as defined in the Intercreditor Agreement), of the Pledged Interests indicated on Schedule 7 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Agreement Date; (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and nonassessable and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Pledged Companies of such Grantor identified on Schedule 7 as supplemented or modified by any Pledged Interests Addendum or any supplement to this Agreement; (iii) such Grantor has the right and requisite authority to pledge the Pledged Interests pledged by such Grantor to Administrative Agent as provided herein; (iv) all actions necessary to perfect, establish the first priority (subject to any Permitted Liens) of, or otherwise protect, Administrative Agent's Security Interest in the Pledged Interests, and the proceeds thereof, will have been duly taken, (A) upon the execution and delivery of this Agreement; (B) upon the taking of possession by Administrative Agent of any certificates constituting the Pledged Interests, to the extent such Pledged Interests are represented by certificates, together with undated powers endorsed in blank by the applicable Grantor, (C) upon the filing of financing statements in the applicable jurisdiction set forth on Schedule 8 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates, and (D) with respect to any Securities Accounts (other than the "Notes Collateral Account" as such term is defined in the Intercreditor Agreement), upon the delivery of control agreements with respect thereto; and (v) each Grantor has delivered to and deposited with Administrative Agent (or, with respect to any Pledged Interests created or obtained after the Agreement Date, will deliver and deposit in accordance with Sections 6(a) and 8 hereof) all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by such Grantor has been issued or transferred in violation of any securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(g) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a Security Interest by such Grantor in and to the Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by such Grantor, or (ii) for the exercise by Administrative Agent of the voting or other rights provided for in this Agreement with respect to the Investment Related Property or the remedies in respect of the Collateral pursuant to this Agreement, except as may be required in connection with such disposition of Investment Related Property by laws affecting the offering and sale of securities generally.

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6. Covenants. Each Grantor, jointly and severally, covenants and agrees with Administrative Agent and the other members of the Lender Group that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 22 hereof:

(a) Possession of Collateral. In the event that any Collateral, including proceeds, is evidenced by or consists of Negotiable Collateral, Investment Related Property, or Chattel Paper, individually or in the aggregate, in the face amount of at least \$1,000,000, and if and to the extent that perfection or priority of Administrative Agent's Security Interest is dependent on or enhanced by possession, the applicable Grantor, promptly, but in any case within ten (10) Business Days thereof, upon the request of Administrative Agent and in accordance with Section 8 hereof, shall execute such other documents and instruments as shall be requested by Administrative Agent or, if applicable, endorse and deliver physical possession of such Negotiable Collateral, Investment Related Property, or Chattel Paper to Administrative Agent, together with such undated powers endorsed in blank as shall be requested by Administrative Agent;

(b) Chattel Paper.

(i) Each Grantor shall take all steps reasonably necessary to grant Administrative Agent control of all electronic Chattel Paper in accordance with the UCC and all "transferable records" as that term is defined in Section 16 of the Uniform Electronic Transaction Act and Section 201 of the federal Electronic Signatures in Global and National Commerce Act as in effect in any relevant jurisdiction with respect to Chattel Paper, individually or in the aggregate, in the face amount of at least \$1,000,000;

(ii) If any Grantor retains possession of any Chattel Paper or Instruments, individually or in the aggregate, in the face amount of at least \$1,000,000 (which retention of possession shall be subject to the extent permitted hereby and by the Credit Agreement), promptly upon the request of Administrative Agent, such Chattel Paper and Instruments shall be marked with the following legend: "This writing and the obligations evidenced or secured hereby are subject to the Security Interest of SunTrust Bank, as Administrative Agent for the benefit of the Lender Group";

(c) Control Agreements.

(i) Each Grantor shall obtain an authenticated Blocked Account Agreement, in form and substance satisfactory to Administrative Agent, as required pursuant to Section 6.15 of the Credit Agreement;

(ii) Each Grantor shall obtain authenticated control agreements, all in form and substance satisfactory to Administrative Agent, from each issuer (other than a Pledged Company) of uncertificated securities, securities intermediary, or commodities intermediary issuing or holding any financial assets or commodities to or for any Grantor, individually or in the aggregate, having a value of more than \$1,000,000 and to the extent otherwise constituting Collateral;



(d) Letter-of-Credit Rights. Each Grantor that is or becomes the beneficiary of a letter of credit shall promptly (and in any event within thirty (30) days after becoming a beneficiary), notify Administrative Agent thereof and, as to Letter-of-Credit Rights arising under letters of credit, individually or in the aggregate, having a face amount of more than \$1,000,000, upon the request by Administrative Agent, enter into a tri-party agreement with Administrative Agent and the issuer or confirmation bank with respect to Letter-of-Credit Rights assigning such Letter-of-Credit Rights to Administrative Agent and directing all payments thereunder to Administrative Agent, all in form and substance satisfactory to Administrative Agent;

(e) Commercial Tort Claims. Each Grantor shall promptly (and in any event within ten (10) Business Days of receipt thereof), notify Administrative Agent in writing upon incurring or otherwise obtaining a Commercial Tort Claim which if successful would involve a claim having a projected value of at least \$1,000,000, after the date hereof against any third party and, upon request of Administrative Agent, promptly amend Schedule 2 to this Agreement, authorize the filing of additional financing statements or amendments to existing financing statements and do such other acts or things deemed necessary or desirable by Administrative Agent to give Administrative Agent a first priority, perfected security interest in any such Commercial Tort Claim;

(f) Intentionally Omitted;

(g) Intellectual Property.

(i) On or prior to March 31 and September 30 of each year (commencing March 31, 2010), if any Grantor shall have obtained or acquired during the two fiscal quarters of Parent most recently ended prior to such date (or, in the case of March 31, 2010, during the period commencing on the Agreement Date and ending on the last day of the fiscal quarter of Parent most recently ended prior to March 31, 2010) any Collateral consisting of Patents, Trademarks or Copyrights (but, excluding in each case applications therefor) registered with the United States Patent and Trademark Office or the United States Copyright Office (in each case, or any successor office performing similar functions), in order to facilitate filings with the United States Patent and Trademark Office and the United States Copyright Office, such Grantor shall execute and deliver to Administrative Agent one or more Copyright Security Agreements, Trademark Security Agreements or Patent Security Agreements to evidence Administrative Agent's Lien on such Collateral, and shall cause such agreements to be filed with the United States Patent and Trademark Office or the United States Copyright Office (in each case, or any successor office performing similar functions), as applicable;

(ii) Each Grantor shall have the duty, to the extent materially necessary or economically desirable, in the good faith judgment of such Grantor, in the operation of such Grantor's business, (A) to promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation, or dilution, (B) 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, (C) to prosecute diligently any patent application that is part of the Patents pending as of the date hereof or hereafter until the termination of this Agreement, and (D) to take all reasonable and necessary action to preserve and maintain all of such Grantor's Trademarks, Patents, Copyrights

and Intellectual Property Licenses related thereto, and its rights therein, including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings. Any expenses incurred in connection with the foregoing shall be borne by the appropriate Grantor. Each Grantor further agrees not to abandon any Trademark, Patent, Copyright, or Intellectual Property License related thereto that is materially necessary or economically desirable in the operation of such Grantor's business without the prior written consent of Administrative Agent, except as permitted by the Credit Agreement;

(iii) Grantors acknowledge and agree that the members of the Lender Group shall have no duties with respect to the Trademarks, Patents, Copyrights, or Intellectual Property Licenses related thereto. Without limiting the generality of this Section 6(g), Grantors acknowledge and agree that no member of the Lender Group shall be under any obligation to take any steps necessary to preserve rights in the Trademarks, Patents, Copyrights, or Intellectual Property Licenses related thereto against any other Person, but Administrative Agent or any member of the Lender Group may do so at its option from and after the occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith (including reasonable fees and expenses of attorneys and other professionals) shall be for the sole account of Borrowers and shall be chargeable to the Loan Account;

(h) Investment Related Property.

(i) If any Grantor shall receive or become entitled to receive any Pledged Interests after the Agreement Date (other than Dividends paid in cash), it shall promptly (and in any event within thirty (30) Business Days of receipt thereof) deliver to Administrative Agent a duly executed Pledged Interests Addendum identifying such Pledged Interests;

(ii) Upon the occurrence and during the continuance of an Event of Default, all sums of money and property paid or distributed in respect of the Pledged Interests which are received by any Grantor shall be held by the Grantors in trust for the benefit of Administrative Agent segregated from such Grantor's other property, and such Grantor shall deliver such money and property forthwith to Administrative Agent in the exact form received;

(iii) No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests to the extent prohibited under the terms and conditions of the Credit Agreement;

(iv) Each Grantor agrees that it will cooperate with Administrative Agent in obtaining all necessary approvals and making all necessary filings under federal, state or local law in connection with the Security Interest on the Pledged Interests or any sale or transfer thereof;

(v) As to all limited liability company or partnership interests, issued under any Pledged Operating Agreement or Pledged Partnership Agreement, each Grantor hereby represents, warrants and covenants that the Pledged Interests issued pursuant to such

agreement (A) are not and shall not be dealt in or traded on securities exchanges or in securities markets, (B) do not and will not constitute investment company securities, and (C) are not and will not be held by such Grantor in a securities account. In addition, none of the Pledged Operating Agreements, the Pledged Partnership Agreements, or any other agreements governing any of the Pledged Interests issued under any Pledged Operating Agreement or Pledged Partnership Agreement, provide or shall provide that such Pledged Interests are securities governed by Article 8 of the Uniform Commercial Code as in effect in any relevant jurisdiction;

(i) Real Property. In the event that following the date hereof, but prior to the Discharge of Note Obligations, any Grantor shall acquire any fee simple ownership interest in any parcel of Real Property (except to the extent subject to a Lien permitted by clause (f) (as it relates to any of the foregoing) of the definition of "Permitted Liens" in the Credit Agreement to the extent the documentation relating to such Lien prohibits the granting of a Lien thereon to secure the Secured Obligations) with a fair market value in excess of \$5,000,000 as of the date of acquisition (a "Specified Real Property"), such Grantor shall provide a Mortgage in favor of Administrative Agent in such Specified Real Property within 120 days following the date of acquisition thereof. In connection with the provision of any new Mortgage, the applicable Grantors will provide (a) an opinion of counsel stating that such Mortgage creates an enforceable Lien on the applicable Specified Real Property in favor of Administrative Agent to secure the Secured Obligations, subject to the assumptions and qualifications specified therein, and (b) UCC-1 fixture filings relating to such Specified Real Property filed in the appropriate filing office;

(j) Transfers and Other Liens. Grantors shall not (i) sell, assign (by operation of law or otherwise) or otherwise dispose of, or grant any option with respect to, any of the Collateral, except expressly permitted by the Credit Agreement, or (ii) create or permit to exist any Lien upon or with respect to any of the Collateral of any of Grantors, except for Permitted Liens, the Security Interest created hereby and the Liens in favor of the Collateral Agent (as defined in the Intercreditor Agreement). The inclusion of Proceeds in the Collateral shall not be deemed to constitute Administrative Agent's consent to any sale or other disposition of any of the Collateral otherwise prohibited under this Agreement or the other Loan Documents; and

(k) Other Actions as to Any and All Collateral. Each Grantor shall promptly (and in any event within ten (10) Business Days of acquiring or obtaining such Collateral) notify Administrative Agent in writing upon acquiring or otherwise obtaining any Collateral after the date hereof consisting of Investment Related Property (other than any security or security entitlement that is maintained in a securities account which is subject to a tri-party control agreement among Administrative Agent, the applicable Grantor and the securities intermediary), Chattel Paper (electronic, tangible or otherwise), promissory notes (as defined in the UCC), or Instruments, in each case, individually or in the aggregate, having a face amount of at least \$1,000,000 and upon the request of Administrative Agent and in accordance with Section 8 hereof, promptly execute such other documents, or if applicable, deliver such Chattel Paper, other documents or certificates evidencing any Investment Related Property in accordance with Section 6 hereof and do such other acts or things deemed necessary or desirable by Administrative Agent to protect Administrative Agent's Security Interest therein.

7. Relation to Other Security Documents. The provisions of this Agreement shall be read and construed with the other Loan Documents referred to below in the manner so indicated.

(a) Credit Agreement. In the event of any conflict between any provision in this Agreement and a provision in the Credit Agreement, such provision of the Credit Agreement shall control; provided, however, if there is any conflict between any provision in the Credit Agreement and the Intercreditor Agreement, the Intercreditor Agreement shall control.

(b) Patent, Trademark and Copyright Security Agreements. The provisions of the Copyright Security Agreements, the Trademark Security Agreements and the Patent Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in the Copyright Security Agreements, the Trademark Security Agreements or the Patent Security Agreements shall limit any of the rights or remedies of Administrative Agent hereunder.

(c) Mortgages. The provisions of any Mortgage shall govern the Lien of Administrative Agent in any Specified Real Property.

8. Further Assurances.

(a) Each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or that Administrative Agent may reasonably request, in order to perfect and protect any Security Interest granted or purported to be granted hereby or to enable Administrative Agent to exercise and enforce its rights and remedies hereunder with respect to any of the Collateral.

(b) Each Grantor authorizes the filing by Administrative Agent financing or continuation statements, or amendments thereto, and such Grantor will execute and deliver to Administrative Agent such other instruments or notices, as may be necessary or as Administrative Agent may reasonably request, in order to perfect and preserve the Security Interest granted or purported to be granted hereby.

(c) Each Grantor authorizes Administrative Agent at any time and from time to time to file, transmit, or communicate, as applicable, financing statements and amendments describing the Collateral as defined herein.

(d) Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement without the prior written consent of Administrative Agent, subject to such Grantor's rights under Section 9-509(d)(2) of the UCC.

9. Administrative Agent's Right to Perform Contracts. Upon the occurrence and during the continuance of an Event of Default, Administrative Agent (or its designee) may proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement constituting Collateral and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could.

10. Administrative Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Administrative Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing under the Credit Agreement, to take any action and to execute any instrument which Administrative Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts constituting Collateral or any other Collateral of such Grantor;

(b) to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of Administrative Agent;

(c) to receive, indorse, and collect any Drafts or other Instruments, Documents, Negotiable Collateral or Chattel Paper;

(d) to file any claims or take any action or institute any proceedings which Administrative Agent may deem necessary or desirable for the collection of any of the Collateral of such Grantor or otherwise to enforce the rights of Administrative Agent with respect to any of the Collateral;

(e) to repair, alter, or supply Goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor constituting Collateral;

(f) to use any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, advertising matter or other industrial or intellectual property rights, in advertising for sale and selling Inventory and other Collateral and to collect any amounts due under Accounts constituting Collateral, contracts or Negotiable Collateral of such Grantor to the extent permitted under applicable licenses agreements or as permitted by Applicable Law; and

(g) to bring suit in its own name to enforce the Collateral consisting of Trademarks, Patents, Copyrights and Intellectual Property Licenses related to Trademarks, Patents and Copyrights and, if Administrative Agent shall commence any such suit, the appropriate Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact 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.

11. Administrative Agent May Perform. If any of the Grantors fails to perform any agreement contained herein, Administrative Agent may itself perform, or cause performance of,

such agreement, and the reasonable expenses of Administrative Agent incurred in connection therewith shall be payable, jointly and severally, by Grantors.

12. Administrative Agent's Duties. The powers conferred on Administrative Agent hereunder are solely to protect Administrative Agent's interest in the Collateral, for the benefit of the Lender Group, and shall not impose any duty upon Administrative Agent to exercise any such powers. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, Administrative Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Administrative Agent shall be deemed to have exercised reasonable care in the custody and preservation of any Collateral in its actual possession if such Collateral is accorded treatment substantially equal to that which Administrative Agent accords its own property.

13. Collection of Certain Accounts, Certain General Intangibles and Negotiable Collateral. At any time upon the occurrence and during the continuation of an Event of Default, Administrative Agent or Administrative Agent's designee may (a) notify Account Debtors of any Grantor to pay all amounts owing on Accounts constituting Collateral to Administrative Agent, for the benefit of the Lender Group, and (b) collect the Accounts, General Intangibles and Negotiable Collateral (in each case to the extent constituting Collateral) directly, and any collection costs and expenses shall constitute part of such Grantor's Secured Obligations under the Loan Documents.

14. Disposition of Pledged Interests by Administrative Agent. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal or state securities laws of the United States and disposition thereof after an Event of Default may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, Administrative Agent may approach only a restricted number of potential purchasers and further understands that a sale under such circumstances may yield a lower price for the Pledged Interests than if the Pledged Interests were registered and qualified pursuant to federal and state securities laws and sold on the open market. Each Grantor, therefore, agrees that: (a) if Administrative Agent shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, Administrative Agent shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best manner in which to offer the Pledged Interests or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof; and (b) such reliance shall be conclusive evidence that Administrative Agent has handled the disposition in a commercially reasonable manner.

15. Voting Rights.

(a) Upon the occurrence and during the continuation of an Event of Default, (i) Administrative Agent may, at its option, and with prior notice to any Grantor, and in addition

to all rights and remedies available to Administrative Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights, and all other ownership or consensual rights in respect of the Pledged Interests owned by such Grantor, but under no circumstances is Administrative Agent obligated by the terms of this Agreement to exercise such rights, and (ii) if Administrative Agent duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints Administrative Agent, such Grantor's true and lawful attorney-in-fact and grants to Administrative Agent an IRREVOCABLE PROXY to vote such Pledged Interests in any manner Administrative Agent deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney granted hereby is coupled with an interest and shall be irrevocable.

(b) For so long as any Grantor shall have the right to vote the Pledged Interests owned by it, such Grantor covenants and agrees that it will not, without the prior written consent of Administrative Agent, vote or take any consensual action with respect to such Pledged Interests which would materially adversely affect the rights of Administrative Agent and the other members of the Lender Group with respect to the Borrower Parties taken as a whole.

16. Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) Administrative Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the other Loan Documents, or otherwise available to it, all the rights and remedies of a secured party on default under the UCC or any other Applicable Law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, Administrative Agent without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any of Grantors or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC or any other Applicable Law), may take immediate possession of all or any portion of the Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of Administrative Agent forthwith, assemble all or part of the Collateral as directed by Administrative Agent and make it available to Administrative Agent at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice except as specified below, sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Administrative Agent's offices or elsewhere, for cash, on credit, and upon such other terms as Administrative Agent may deem commercially reasonable. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days notice to any of Grantors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notice shall constitute a reasonable "authenticated notification of disposition" within the meaning of Section 9-611 of the UCC. Administrative Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Administrative Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Administrative Agent is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor's labels, Patents, Copyrights, rights of use of any name, trade secrets, trade names, Trademarks, service marks and advertising matter, URLs, domain names, industrial designs, other industrial or Intellectual Property or any property of a similar nature, whether owned by any of Grantors or with respect to which any of Grantors have rights under license, sublicense, or other agreements, as it pertains to the Collateral, in preparing for sale, advertising for sale and selling any Collateral, and each Grantor's rights under all licenses and all franchise agreements shall inure to the benefit of Administrative Agent in each case, to the extent permitted under applicable licenses and franchise agreements or as permitted by Applicable Law.

(c) Any cash held by Administrative Agent as Collateral and all cash proceeds received by Administrative Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral shall be applied against the Secured Obligations in the order set forth in the Credit Agreement. In the event the proceeds of Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(d) Each Grantor hereby acknowledges that the Secured Obligations arose out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing, Administrative Agent shall, to the extent permitted by Applicable Law, have the right to an immediate writ of possession without notice of a hearing. Administrative Agent shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantors may have thereto or the right to have a bond or other security posted by Administrative Agent.

17. **Remedies Cumulative.** Each right, power, and remedy of Administrative Agent as provided for in this Agreement or in the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or in the other Loan Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Administrative Agent, of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Administrative Agent of any or all such other rights, powers, or remedies.

18. **Marshaling.** Administrative Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Administrative Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured

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Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

19. **Release of Note Priority Collateral.** Upon the Discharge of Note Obligations and so long as no Event of Default shall have occurred and be continuing, (a) all Liens and security interests granted to Administrative Agent in the Note Priority Collateral pursuant to this Agreement and/or any other Loan Document shall terminate and be deemed released automatically and without further action by Administrative Agent or any other Person, and (b) thereafter all assets of the Grantors that otherwise would constitute Note Priority Collateral but for the Discharge of Note Obligations shall be excluded from the Collateral under Section 2 of this Agreement. Upon the Discharge of Note Obligations, Administrative Agent will, at Grantors' sole expense, deliver to the Grantors, without any representations, warranties or recourse of any kind whatsoever, all assets of the Grantors that would constitute Note Priority Collateral but for the Discharge of Note Obligations held by Administrative under the Loan Documents, and execute and deliver to the Grantors such documents as the Grantors shall reasonably request to evidence such termination and release.

20. **Merger, Amendments, Etc.** 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 AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Agreement, and no consent to any departure by any of Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by Administrative Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No amendment of any provision of this Agreement shall be effective unless the same shall be in writing and signed by Administrative Agent and each of Grantors to which such amendment applies.

21. **Addresses for Notices.** All notices and other communications provided for hereunder shall be given in the form and manner and delivered to Administrative Agent at its address specified in the Credit Agreement, and to any of the Grantors at their respective addresses specified in the Credit Agreement or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties.

22. **Continuing Security Interest: Assignments under Credit Agreement.** This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the Obligations have been repaid in full in cash, or otherwise satisfied to the satisfaction of the Lender Group, in accordance with the provisions of the Credit Agreement and the Revolving Loan Commitment has expired or has been terminated, (b) be binding upon each of the Grantors, and their respective successors and assigns, and (c) inure to the benefit of, and be enforceable by, Administrative Agent, and its successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), any Lender may, in accordance with the provisions of the Credit Agreement, assign or otherwise transfer all or any portion of its rights and obligations under the Credit Agreement to any other Person, and such other Person

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shall thereupon become vested with all the benefits in respect thereof granted to such Lender herein or otherwise. Upon repayment in full in cash, or other satisfaction to the satisfaction of the Lender Group, of the Obligations in accordance with the provisions of the Credit Agreement and the expiration or termination of the Revolving Loan Commitment, the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto. At such time, Administrative Agent will authorize the filing of appropriate termination statements to terminate such Security Interests. No transfer or renewal, extension, assignment, or termination of this Agreement or of the Credit Agreement, any other Loan Document, or any other instrument or document executed and delivered by any Grantor to Administrative Agent nor any additional Advances or other loans made by any Lender to Borrowers, nor the taking of further security, nor the retaking or re-delivery of the Collateral to Grantors, or any of them, by Administrative Agent, nor any other act of any member of the Lender Group shall release any of Grantors from any obligation, except a release or discharge executed in writing by Administrative Agent in accordance with the provisions of the Credit Agreement and except for the automatic termination and release of Liens on the Note Priority Collateral as provided in Section 19. Administrative Agent shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Administrative Agent and then only to the extent therein set forth. A waiver by Administrative Agent of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which Administrative Agent would otherwise have had on any other occasion.

23. GOVERNING LAW; JURISDICTION; WAIVER OF JURY TRIAL.

(a) 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.

(b) FOR PURPOSES OF ANY LEGAL ACTION OR PROCEEDING BROUGHT BY ANY MEMBER OF THE LENDER GROUP WITH RESPECT TO THIS AGREEMENT, EACH GRANTOR HEREBY IRREVOCABLY SUBMITS TO THE PERSONAL JURISDICTION OF THE FEDERAL AND STATE COURTS SITTING IN THE COUNTY OF NEW YORK, STATE OF NEW YORK AND HEREBY IRREVOCABLY DESIGNATES AND APPOINTS, AS ITS AUTHORIZED AGENT FOR SERVICE OF PROCESS IN THE STATE OF NEW YORK, ADMINISTRATIVE BORROWER, OR SUCH OTHER PERSON AS SUCH GRANTOR SHALL DESIGNATE HEREAFTER BY WRITTEN NOTICE GIVEN TO ADMINISTRATIVE AGENT (THE "DESIGNEE"). THE CONSENT TO JURISDICTION HEREIN SHALL NOT BE EXCLUSIVE. THE LENDER GROUP SHALL FOR ALL PURPOSES AUTOMATICALLY, AND WITHOUT ANY ACT ON THEIR PART, BE ENTITLED TO TREAT SUCH DESIGNEE OF EACH GRANTOR AS THE AUTHORIZED AGENT TO RECEIVE FOR AND ON BEHALF OF SUCH GRANTOR SERVICE OF WRITS, OR SUMMONS OR OTHER LEGAL PROCESS IN THE STATE OF NEW YORK, WHICH SERVICE SHALL BE DEEMED EFFECTIVE PERSONAL SERVICE ON SUCH GRANTOR SERVED WHEN DELIVERED TO THE DESIGNEE, WHETHER OR NOT SUCH DESIGNEE GIVES NOTICE TO SUCH GRANTOR; AND DELIVERY OF SUCH SERVICE TO ITS AUTHORIZED AGENT SHALL BE DEEMED TO BE MADE

WHEN PERSONALLY DELIVERED. IF THE DESIGNEE IS THE ADMINISTRATIVE BORROWER OR AN AFFILIATE OF ADMINISTRATIVE BORROWER, SERVICE SHALL BE MADE ON DESIGNEE BY DELIVERY TO THE DESIGNEE'S AGENT REGISTERED WITH THE NEW YORK SECRETARY OF STATE FOR SERVICE OF PROCESS. IN THE EVENT THAT, FOR ANY REASON, SUCH DESIGNEE SHALL NO LONGER SERVE AS DESIGNEE FOR A GRANTOR TO RECEIVE SERVICE OF PROCESS IN THE STATE OF NEW YORK, SUCH GRANTOR SHALL SERVE AND ADVISE ADMINISTRATIVE AGENT THEREOF SO THAT AT ALL TIMES EACH GRANTOR WILL MAINTAIN AN AGENT TO RECEIVE SERVICE OF PROCESS IN THE STATE OF NEW YORK ON BEHALF OF SUCH GRANTOR WITH RESPECT TO THIS AGREEMENT. IN THE EVENT THAT, FOR ANY REASON, SERVICE OF LEGAL PROCESS CANNOT BE MADE IN THE MANNER DESCRIBED ABOVE, SUCH SERVICE MAY BE MADE IN SUCH MANNER AS PERMITTED BY LAW.

(c) EACH GRANTOR HEREBY IRREVOCABLY WAIVES ANY OBJECTION IT WOULD MAKE NOW OR HEREAFTER FOR THE LAYING OF VENUE OF ANY SUIT, ACTION, OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT BROUGHT IN THE FEDERAL COURTS OF THE UNITED STATES SITTING IN NEW YORK COUNTY, NEW YORK, AND HEREBY IRREVOCABLY WAIVES ANY CLAIM THAT ANY SUCH SUIT, ACTION, OR PROCEEDING HAS BEEN BROUGHT IN AN INCONVENIENT FORUM.

(d) EACH GRANTOR AND EACH MEMBER OF THE LENDER GROUP TO THE EXTENT PERMITTED BY APPLICABLE LAW WAIVES, AND OTHERWISE AGREES NOT TO REQUEST, A TRIAL BY JURY IN ANY COURT AND IN ANY ACTION, PROCEEDING OR COUNTERCLAIM OF ANY TYPE IN WHICH ANY GRANTOR, ANY MEMBER OF THE LENDER GROUP OR ANY OF THEIR RESPECTIVE SUCCESSORS OR ASSIGNS IS A PARTY, AS TO ALL MATTERS AND THINGS ARISING DIRECTLY OR INDIRECTLY OUT OF THIS AGREEMENT.

24. New Subsidiaries. Pursuant to Section 6.20 of the Credit Agreement, any new direct or indirect Domestic Subsidiary (whether by acquisition or creation) of a Grantor (other than an Excluded Subsidiary) is required to enter into this Agreement by executing and delivering in favor of Administrative Agent a supplement to this Agreement 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 Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Agreement shall not require the consent of any Grantor hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor hereunder.

25. Administrative Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by the "Administrative Agent" shall be a reference to Administrative Agent, for the benefit of the Lender Group.

26. Miscellaneous.

(a) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

(c) Headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof.

(d) The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

(e) Unless the context of this Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement or any other Loan Document refer to this Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

27. Intercreditor Agreement. By accepting the benefits of this Agreement and the other Loan Documents, Administrative Agent, on behalf of itself and the Lenders, agrees that it is bound by the terms of the Intercreditor Agreement. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

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IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

PLEDGE AND SECURITY AGREEMENT

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**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SFI OF OXFORD ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA R&R HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

PLEDGE AND SECURITY AGREEMENT

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ADMINISTRATIVE AGENT:

SUNTRUST BANK, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

PLEDGE AND SECURITY AGREEMENT

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**SCHEDULE 1**

TRADE NAMES; ORGANIZATIONAL IDENTIFICATION NUMBERS;  
CHIEF EXECUTIVE OFFICES

**Legal Names, Etc.**

<u>Legal Name</u>	<u>Type of Entity</u>	<u>Registered Organization (Yes/No)</u>	<u>Organizational Number</u>	<u>Federal Taxpayer Identification Number</u>	<u>State of Formation</u>
Oxford Industries, Inc.	Corporation	Yes	J313189	58-0831862	Georgia
Oxford International, Inc.	Corporation	Yes	J204283	58-1469312	Georgia
Ben Sherman Clothing, Inc.	Corporation	Yes	K420057	58-2124593	Georgia
Oxford Garment, Inc.	Corporation	Yes	2209382	58-1862551	Delaware
Piedmont Apparel Corporation	Corporation	Yes	3061644	51-0393417	Delaware
Lionshead Clothing Company	Corporation	Yes	3061645	51-0393413	Delaware
Oxford Caribbean, Inc.	Corporation	Yes	2550988	58-2250128	Delaware
Oxford Lockbox, Inc.	Corporation	Yes	4132945	20-4606943	Delaware
SFI of Oxford Acquisition Corporation	Corporation	Yes	4029893	20-3554043	Delaware

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Tommy Bahama Group, Inc.	Corporation	Yes	2304525	13-3676108	Delaware
Tommy Bahama R&R Holdings, Inc.	Corporation	Yes	2691928	13-3923200	Delaware
Tommy Bahama Beverages, LLC	Limited Liability Company	Yes	3882133	20-2046093	Delaware
Viewpoint Marketing, Inc.	Corporation	Yes	P07000063076	26-0270235	Florida
Oxford of South Carolina, Inc.	Corporation	Yes	None.	58-2403944	South Carolina
Tommy Bahama Texas Beverages, LLC	Limited Liability Company	Yes	800416300	20-2045908	Texas

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**Prior Organizational Names**

<b><u>Company/Subsidiary</u></b>	<b><u>Prior Name</u></b>	<b><u>Date of Change</u></b>
Ben Sherman Clothing, Inc.	Oxford Clothing Corporation	July 30, 2004
Tommy Bahama Group, Inc.	Viewpoint International, Inc.	January 2005

**Changes in Corporate Identity; Other Names**

The following names have been used by Oxford Industries, Inc. within the past five years:

Lanier Clothes

Oxford Apparel

Oxford Golf

Ely & Walker

The following names have been used by Tommy Bahama R&R Holdings, Inc. (or by entities which have been merged into Tommy Bahama R&R Holdings, Inc.) within the past five years:

Tommy Bahama Ala Moana

Tommy Bahama Atlantic City

Tommy Bahama Austin

Tommy Bahama Biltmore

Tommy Bahama Birmingham

Tommy Bahama Boca Raton

Tommy Bahama's Tropical Café & Emporium

Tommy Bahama Café Emporium

Tommy Bahama Charleston

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Tommy Bahama Cherry Creek  
Tommy Bahama Dallas  
Tommy Bahama Dallas Galleria  
Tommy Bahama Farmers Market  
Tommy Bahama's Island Grille  
Tommy Bahama Kansas City  
Tommy Bahama La Jolla  
Tommy Bahama Las Olas  
Tommy Bahama Las Vegas  
Tommy Bahama Las Vegas Fashion Show  
Tommy Bahama Las Vegas Forum  
Tommy Bahama Manhattan Village  
Tommy Bahama Mauna Lani  
Tommy Bahama Mission Viejo  
Tommy Bahama Myrtle Beach  
Tommy Bahama Newport Beach  
Tommy Bahama North Scottsdale  
Tommy Bahama Orlando  
Tommy Bahama Palm Beach Gardens  
Tommy Bahama Palm Desert  
Tommy Bahama Palo Alto  
Tommy Bahama Pasadena  
Tommy Bahama Phipps Plaza  
Tommy Bahama Primm  
Tommy Bahama Relax  
Tommy Bahama San Diego Fashion Valley  
Tommy Bahama San Jose

Tommy Bahama Sarasota  
Tommy Bahama South Park  
Tommy Bahama St. Augustine  
Tommy Bahama Troy  
Tommy Bahama Tucson  
Tommy Bahama Tysons Galleria  
Tommy Bahama Wailea  
Tommy Bahama Walnut Creek  
Tommy Bahama Whalers Village  
Tommy Bahama Woodbury Commons  
Tommy Bahama International Plaza  
Tommy Bahama Short Hills  
Tommy Bahama Wellington Green  
Tommy Bahama Woodlands  
Tommy Bahama Womens Swimwear  
Tommy Bahama Golf  
Indigo Palms Fashion Island  
Indigo Palms Las Vegas Forum  
Indigo Palms Santana Row  
Indigo Palms Las Olas

The following Subsidiaries have used the following names:

- Piedmont Apparel Corporation has used Airman Shirt Co., Ltd.
- Lionshead Clothing Company has used Manchester Shirts, Inc.
- SFI of Oxford Acquisition Corporation has used Arnold Brant.

- Tommy Bahama Group, Inc. has used the names Tommy Bahama Golf, Indigo Palms and Island Soft.
- Oxford of South Carolina, Inc. has used the name Next Day Apparel, Inc. (asset purchase).

**Chief Executive Offices**

<u>Company/Subsidiary</u>	<u>Chief Executive Office and Principal Place of Business</u>	<u>County</u>	<u>State</u>
Oxford Industries, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Oxford International, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Ben Sherman Clothing, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Oxford Garment, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Piedmont Apparel Corporation	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Lionshead Clothing Company	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Oxford Caribbean, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Oxford Lockbox, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
SFI of Oxford Acquisition Corporation	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia

<u>Company/Subsidiary</u>	<u>Chief Executive Office and Principal Place of Business</u>	<u>County</u>	<u>State</u>
Tommy Bahama Group, Inc.*	428 Westlake Avenue North Seattle, WA 98109	King	Washington
	or 222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Tommy Bahama R&R Holdings, Inc.*	428 Westlake Avenue North Seattle, WA 98109	King	Washington
	or 222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Tommy Bahama Beverages, LLC*	428 Westlake Avenue North Seattle, WA 98109	King	Washington
	or 222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia

<u>Company/Subsidiary</u>	<u>Chief Executive Office and Principal Place of Business</u>	<u>County</u>	<u>State</u>
Viewpoint Marketing, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Oxford of South Carolina, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Tommy Bahama Texas Beverages, LLC*	428 Westlake Avenue North Seattle, WA 98109	King	Washington
	or  222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
	or  9595 Six Pines Drive, Suite 700 The Woodlands, TX 77380	Montgomery	Texas

\* For the purposes of filing UCC-1 financing statements, the chief executive office of this entity is located at 222 Piedmont Avenue, NE, Atlanta, GA 30308.

**Books and Records Regarding Collateral**

Books and records regarding the Collateral are maintained at 222 Piedmont Avenue, Atlanta, GA 30308 - 1545.

**SCHEDULE 2**

**COMMERCIAL TORT CLAIMS**

None.

**SCHEDULE 3**

**COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR REGISTRATION**

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Oxford Industries, Inc.	Holbrook training performance program.	TXu000280688
Oxford Industries, Inc.	Island Soft.	TXu001158449
Oxford Industries, Inc.	Paradise party : the official paradise nation party planner.	TXu001158448
Viewpoint International, Inc.	Four food groups : no. T7314, T7313.	VA0001226307
Viewpoint International, Inc.	Island carpool : no. T7316.	VA0001226306
Viewpoint International, Inc.	Paradise Beach : no. T30300.	VA0001226305
Viewpoint International, Inc.	Scene stealer : no. T7315, T7312.	VA0001226308
Viewpoint International, Inc.	Smooth operator : no. T30299, T7320.	VA0001226304
Viewpoint International, Inc.	(44)T20073/TB2613.	VA0001282101
Viewpoint International, Inc.	(44)TB2620.	VA0001282098
Viewpoint International, Inc.	(44)TB2623.	VA0001275845
Viewpoint International, Inc.	(44)TB2643.	VA0001275850
Viewpoint International, Inc.	(44)TB30338.	VA0001282111



<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	(44)TB30347.	VA0001282110
Viewpoint International, Inc.	(44)TB30580.	VA0001282091
Viewpoint International, Inc.	(44)TB30651.	VA0001282119
Viewpoint International, Inc.	(44)TB30654.	VA0001282086
Viewpoint International, Inc.	(44)TB30664/TB2682.	VA0001275853
Viewpoint International, Inc.	(44)TB30667.	VA0001282106
Viewpoint International, Inc.	(44)TB30672/2642/9217.	VA0001282100
Viewpoint International, Inc.	(44)TB30677.	VA0001282118
Viewpoint International, Inc.	(44)TB30677/2619/9220.	VA0001282085
Viewpoint International, Inc.	(44)TB30684.	VA0001282109
Viewpoint International, Inc.	(44)TB30695.	VA0001282093
Viewpoint International, Inc.	(44)TB30701.	VA0001282090
Viewpoint International, Inc.	(44)TB30708.	VA0001282083
Viewpoint International, Inc.	(44)TB30710.	VA0001282102
Viewpoint International, Inc.	(44)TB30717.	VA0001275852
Viewpoint International, Inc.	(44)TB30740.	VA0001282099

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	(44)TB30751.	VA0001282117
Viewpoint International, Inc.	(44)TB30759.	VA0001282115
Viewpoint International, Inc.	(44)TB30760.	VA0001282095
Viewpoint International, Inc.	(44)TB30761/TB2645.	VA0001275849
Viewpoint International, Inc.	(44)TB30763.	VA0001282096
Viewpoint International, Inc.	(44)TB30764.	VA0001282107
Viewpoint International, Inc.	(44)TB30768.	VA0001282121
Viewpoint International, Inc.	(44)TB30770.	VA0001282092
Viewpoint International, Inc.	(44)TB30771.	VA0001282114
Viewpoint International, Inc.	(44)TB9216.	VA0001282108
Viewpoint International, Inc.	44TB2609.	VA0001282094
Viewpoint International, Inc.	44TB2629.	VA0001282087
Viewpoint International, Inc.	44TB30653.	VA0001282082
Viewpoint International, Inc.	44TB30699/9218.	VA0001282120
Viewpoint International, Inc.	44TB9207.	VA0001282113
Viewpoint International, Inc.	(51)TB1195.	VA0001284300

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	(51)TB2653.	VA0001284291
Viewpoint International, Inc.	(51)TB2678.	VA0001284299
Viewpoint International, Inc.	(51)TB30814.	VA0001284290
Viewpoint International, Inc.	(51)TB30821.	VA0001284294
Viewpoint International, Inc.	(51)TB30822.	VA0001284295
Viewpoint International, Inc.	(51)TB30825.	VA0001284298
Viewpoint International, Inc.	(51)TB30840.	VA0001284293
Viewpoint International, Inc.	(51)TB30841.	VA0001284297
Viewpoint International, Inc.	(51)TB30842.	VA0001284292
Viewpoint International, Inc.	(51)TB30865.	VA0001284296
Viewpoint International, Inc.	Aerial palms.	VA0001263899
Viewpoint International, Inc.	Agua fresca.	VA0001263895
Viewpoint International, Inc.	Amaze me : no. (51)TB30866.	VA0001299336
Viewpoint International, Inc.	Bahama bliss.	VA0001263889
Viewpoint International, Inc.	Balcony blooms.	VA0001259263
Viewpoint International, Inc.	Bamboo bouquet.	VA0001221761

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	Bamboo eclipse : no. (51)TB30773.	VA0001299323
Viewpoint International, Inc.	[Bamboo] : no. TB30456, [TB9162]	VA0001219341
Viewpoint International, Inc.	Banana botana : no. (51)TB30774.	VA0001299337
Viewpoint International, Inc.	Batiki floral : no. TBEM3052.	VA0001259284
Viewpoint International, Inc.	Batiki lounge.	VA0001263888
Viewpoint International, Inc.	Beach party mixer : no. (51)TB30851.	VA0001297629
Viewpoint International, Inc.	[Below the equator] : no. TB30476.	VA0001219386
Viewpoint International, Inc.	Best wishes.	VAu000648574
Viewpoint International, Inc.	Big Shot Drive Inn : no. T2915.	VA0001300327
Viewpoint International, Inc.	Bird is the word : no. (51)TB30784/TB9234.	VA0001299328
Viewpoint International, Inc.	Bird of paradise.	VA0001263920
Viewpoint International, Inc.	Bird of patchadise : no. (51)TB30804/TB9226.	VA0001299330
Viewpoint International, Inc.	Block party.	VA0001263896
Viewpoint International, Inc.	Bogey and last call : no. T7356, T7364, T30622.	VA0001300333
Viewpoint International, Inc.	Bon voyage.	VA0001221769
Viewpoint International, Inc.	Born to break par.	VAu000648577

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	Bouquet toss.	VA0001221762
Viewpoint International, Inc.	[Boutique bouquet] : no. TB30588.	VA0001219344
Viewpoint International, Inc.	Bowing horse.	VAu000656158
Viewpoint International, Inc.	Brisbane hibiscus : no. TB30543.	VA0001259258
Viewpoint International, Inc.	[Brushed hibiscus camp] : pattern no. TB-30585.	VA0001219339
Viewpoint International, Inc.	[Buena vista] : no. 34TB2535.	VA0001217919
Viewpoint International, Inc.	Butterfly getaway : (51)TB30844.	VA0001297621
Viewpoint International, Inc.	Callaflora : no. TB-30530.	VA0001259259
Viewpoint International, Inc.	Casting agent : no. T30464.	VA0001300336
Viewpoint International, Inc.	Chairman of the board : no. T30615, T7363.	VA0001300334
Viewpoint International, Inc.	[Champagne toast] : no. 34TB30427.	VA0001217925
Viewpoint International, Inc.	Cigar club.	VAu000648582
Viewpoint International, Inc.	Cigar club bag.	VAu000648581
Viewpoint International, Inc.	Cigar club towel.	VAu000648580
Viewpoint International, Inc.	Climbing vines.	VA0001259285
Viewpoint International, Inc.	Club 88 : pattern TB30642.	VA0001263751

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	Copa Copacabana : no. (51)TB30817.	VA0001297627
Viewpoint International, Inc.	[Costa flora] : no. TB2557.	VA0001219343
Viewpoint International, Inc.	Costa Rica.	VA0001221755
Viewpoint International, Inc.	Country club : no. (51)TB30823.	VA0001297631
Viewpoint International, Inc.	Couple on grass.	VAu000656159
Viewpoint International, Inc.	Daisy delight : no. TB30469.	VA0001219411
Viewpoint International, Inc.	Dancing mirage : no. TB30547.	VA0001259288
Viewpoint International, Inc.	[Date grove] : no. TB30435.	VA0001219387
Viewpoint International, Inc.	[Deja vu] : no. 34TB30380.	VA0001217929
Viewpoint International, Inc.	Desert birds : no. TB30462.	VA0001219412
Viewpoint International, Inc.	Desert oasis (blue) : no. (51)TB30822.	VA0001297626
Viewpoint International, Inc.	Desert oasis : no. (51)TB30831.	VA0001297625
Viewpoint International, Inc.	Dr. Cocktail.	VAu000648587
Viewpoint International, Inc.	Dragon dreams : pattern TB30619.	VA0001263752
Viewpoint International, Inc.	[Dreaming del Rio] : no. TB30458.	VA0001219422
Viewpoint International, Inc.	Endless weekend.	VA0001263918

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	[Fan-tastic : no. TB30430]	VA0001219428
Viewpoint International, Inc.	[Fantasy island] : no. 34TB30328.	VA0001217931
Viewpoint International, Inc.	Fat Cat Casino : no. T7340.	VA0001300330
Viewpoint International, Inc.	Fern flower-floria : no. TB-30532.	VA0001259271
Viewpoint International, Inc.	Final flamingo towel art.psd : no. TW7132.	VA0001214455
Viewpoint International, Inc.	Fire flower.	VA0001263892
Viewpoint International, Inc.	[Fire flower : TB30496]	VA0001252633
Viewpoint International, Inc.	Firecracker palms : no. (51)TB2668.	VA0001299320
Viewpoint International, Inc.	[First dance] : no. 34TB30418.	VA0001217927
Viewpoint International, Inc.	[Fleur de soleil] : no. TB30450.	VA0001219392
Viewpoint International, Inc.	Floral fireworks : no. TB-30521.	VA0001259268
Viewpoint International, Inc.	Floral investment : no. (51)TB2694.	VA0001299339
Viewpoint International, Inc.	Floral island : pattern TB30429.	VA0001259278
Viewpoint International, Inc.	Floral reflections : no. TB30487.	VA0001219410
Viewpoint International, Inc.	Floramazing : no. TB-30540.	VA0001259270
Viewpoint International, Inc.	Flower fan : no. TB-30529.	VA0001259282

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	Flower girl.	VA0001221771
Viewpoint International, Inc.	Flower pool tee : no. TB-2580.	VA0001259290
Viewpoint International, Inc.	[Fresca palms] : no. 34TB30399.	VA0001217914
Viewpoint International, Inc.	Fresh beverage.	VA0001221775
Viewpoint International, Inc.	[From here to paradise] : no. TB30428.	VA0001219420
Viewpoint International, Inc.	Gallery walk.	VA0001263890
Viewpoint International, Inc.	Garden collage : no. TB-2568.	VA0001259281
Viewpoint International, Inc.	Garden of hope & courage : Bahama coloda.	VA0001263897
Viewpoint International, Inc.	Garden of hope and courage/terrace garden : no. TB30263.	VA0001259277
Viewpoint International, Inc.	Ginger tonic.	VA0001221760
Viewpoint International, Inc.	[GoHaC] : no. 34TB30398.	VA0001217920
Viewpoint International, Inc.	Grande pardiseo : no. (51)TB30764.	VA0001299329
Viewpoint International, Inc.	Grass call.	VAu000648579
Viewpoint International, Inc.	Grass call II : Grass call.	VAu000648578
Viewpoint International, Inc.	Great barrier leaf : no. TB-2576.	VA0001259287
Viewpoint International, Inc.	Heart of palms : Palm relief.	VA0001263911

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CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	Hibiscus hacienda : no. (51)TB30826/TB9239.	VA0001299332
Viewpoint International, Inc.	[Hibiscus hideaway : No. TB30437]	VA0001252631
Viewpoint International, Inc.	[Hiding in hibiscus] : no. TB30455.	VA0001219391
Viewpoint International, Inc.	Hilo hideaway.	VA0001221766
Viewpoint International, Inc.	[Hollywood hibiscus] : no. TB30593.	VA0001219346
Viewpoint International, Inc.	Honeymoon lagoon.	VA0001221763
Viewpoint International, Inc.	Hula hallucinations.	VA0001221764
Viewpoint International, Inc.	Hula marathon : no. (51)TB30786.	VA0001299345
Viewpoint International, Inc.	Hullawood : no. (51)TB30799/TB9238.	VA0001299334
Viewpoint International, Inc.	Hut hut hurry/sunrise sail : no. (44)TB30673/TB9213.	VA0001275847
Viewpoint International, Inc.	[Island adventure camp] : no. TB30431.	VA0001219389
Viewpoint International, Inc.	Island director : no. T7338.	VA0001300329
Viewpoint International, Inc.	Island getaway.	VA0001221770
Viewpoint International, Inc.	Island inspiration.	VA0001219409
Viewpoint International, Inc.	Island surprise.	VA0001221768
Viewpoint International, Inc.	[Jardin] : no. TB30509.	VA0001219404

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	Juicy blooms : no. (51)TB30816.	VA0001297632
Viewpoint International, Inc.	Jungle boggie : no. (51)TB30827.	VA0001299325
Viewpoint International, Inc.	Jungle Down Under : no. TB30578.	VA0001259269
Viewpoint International, Inc.	Jungle heat : style no. T30520, T30583, T9264.	VA0001263915
Viewpoint International, Inc.	[Jungle rhumba] : no. 34TB30403.	VA0001217923
Viewpoint International, Inc.	Just duet : no. (51)TB30783/TB9240.	VA0001299344
Viewpoint International, Inc.	Kaboom palm : no. (51)TB30801/TB9231.	VA0001299324
Viewpoint International, Inc.	King of the green.	VAu000648586
Viewpoint International, Inc.	King of the green : no. 2 : King of the green.	VAu000654237
Viewpoint International, Inc.	Koi me later : style no. T30493 & T9253.	VA0001263917
Viewpoint International, Inc.	Kona coast.	VA0001221756
Viewpoint International, Inc.	Late night tango.	VA0001263900
Viewpoint International, Inc.	Leaf constellation : no. TB30523.	VA0001259267
Viewpoint International, Inc.	Leaf it to me.	VA0001263885
Viewpoint International, Inc.	Leaves of paradise : no. TB-30647.	VA0001259273
Viewpoint International, Inc.	Leaves over leaves : no. TB-30399.	VA0001259272

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	Light bright lillies : no. TB-30520.	VA0001259279
Viewpoint International, Inc.	Lily Island : no. TB-30643.	VA0001259280
Viewpoint International, Inc.	Lily my love.	VA0001221765
Viewpoint International, Inc.	Lost islands.	VA0001221746
Viewpoint International, Inc.	[Lotus limbo] : no. 34TB30326.	VA0001217913
Viewpoint International, Inc.	Love birds : no. 34TB30419.	VA0001217922
Viewpoint International, Inc.	Luau Lanes.	VAu000648588
Viewpoint International, Inc.	Luau lanes : (51)TB30753.	VA0001299319
Viewpoint International, Inc.	Luau lanes : no. TB-30535.	VA0001259289
Viewpoint International, Inc.	Luscious lovelies.	VA0001221773
Viewpoint International, Inc.	Lush limbo : (51)TB2651.	VA0001297623
Viewpoint International, Inc.	Lush limbo (blue) : no. (51)TB2651.	VA0001297630
Viewpoint International, Inc.	Made in the shade : no. TB-30648.	VA0001259261
Viewpoint International, Inc.	[Mai tide] : no. TB30438/TB9175.	VA0001219393
Viewpoint International, Inc.	[Mambo mama] : no. 34TB30354.	VA0001217933
Viewpoint International, Inc.	Man by pool.	VAu000656160

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	Mandalay.	VA0001263894
Viewpoint International, Inc.	Margarita mambo : no. (51)TB30811/TB9228.	VA0001299333
Viewpoint International, Inc.	Martinis & bikinis : no. T7347.	VA0001300328
Viewpoint International, Inc.	Mirage : no. (51)TB30850.	VA0001297628
Viewpoint International, Inc.	Mission beach : no. (51)TB2687.	VA0001299341
Viewpoint International, Inc.	Monkey shack : no. (51)TB30798.	VA0001299321
Viewpoint International, Inc.	Monte collina : no. TB-30577.	VA0001259260
Viewpoint International, Inc.	[Moon over Miami] : no. TB30445.	VA0001219394
Viewpoint International, Inc.	Moonlight Bay.	VA0001221745
Viewpoint International, Inc.	Moonlit breeze : no. TB-30545.	VA0001259266
Viewpoint International, Inc.	Naughty noel : no. (44)TB30748/TB9528.	VA0001275846
Viewpoint International, Inc.	Oasis palm : no. (51)TB30788/TB9.	VA0001299343
Viewpoint International, Inc.	[Orchid breeze] : no. 34TB30340.	VA0001217928
Viewpoint International, Inc.	[Orchid sands] : no. TB30591.	VA0001247587
Viewpoint International, Inc.	[Orchid springs] : no. TB30595.	VA0001219337
Viewpoint International, Inc.	[Orchids on the run] : no. 34TB30364.	VA0001217930

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	Paint the town.	VA0001221752
Viewpoint International, Inc.	Palm daddy.	VA0001263884
Viewpoint International, Inc.	Palm fiction : no. (44)TB30747.	VA0001275851
Viewpoint International, Inc.	[Palm illusion] : no. 34TB30365.	VA0001217918
Viewpoint International, Inc.	[Palm pile-it] : no. 34TB30360.	VA0001217915
Viewpoint International, Inc.	Palm screening : no. (51)TB30809.	VA0001299335
Viewpoint International, Inc.	[Palm swizzles] : no. 34TB30395.	VA0001217917
Viewpoint International, Inc.	Palm tiles : no. (51)TB2686.	VA0001299338
Viewpoint International, Inc.	Palm tree party : no. TB1169.	VA0001259275
Viewpoint International, Inc.	Paradise detective.	VAu000648583
Viewpoint International, Inc.	Paradise etchings.	VA0001263898
Viewpoint International, Inc.	[Paradise found] : no. TB30594.	VA0001219349
Viewpoint International, Inc.	Paradise LEI.	VA0001263922
Viewpoint International, Inc.	Paradise pagoda.	VA0001263887
Viewpoint International, Inc.	Paradise pin up.	VAu000648575
Viewpoint International, Inc.	[Paradise shadow] : pattern no. TB30584.	VA0001219350

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	[Passion leaf] : no. TB30274.	VA0001219423
Viewpoint International, Inc.	Pattern TB30659.	VA0001282105
Viewpoint International, Inc.	Pattern TB30686.	VA0001282089
Viewpoint International, Inc.	Pattern TB30752.	VA0001282084
Viewpoint International, Inc.	Petal pusher : no. (51)TB30815.	VA0001297633
Viewpoint International, Inc.	[Picnic in Provence] : pattern no. TB30446.	VA0001219408
Viewpoint International, Inc.	Picture perfect : (51)TB30813.	VA0001297620
Viewpoint International, Inc.	Pineapple flair : no. TB-30544.	VA0001259293
Viewpoint International, Inc.	Pineapple float : no. (51)TB30797.	VA0001299326
Viewpoint International, Inc.	Pineapple pizazz.	VA0001221750
Viewpoint International, Inc.	Pineapple plantation : no. (51)TB30867.	VA0001299342
Viewpoint International, Inc.	Pineapple soul mate.	VA0001221759
Viewpoint International, Inc.	Pineapple tango.	VA0001221758
Viewpoint International, Inc.	Pineapple toss : no. TB-2573.	VA0001259283
Viewpoint International, Inc.	Pipe dream.	VA0001221754
Viewpoint International, Inc.	[Play it again] : no. TB30587.	VA0001219340

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	Poinsetta promise.	VA0001221747
Viewpoint International, Inc.	Postage pick up : no. T30515.	VA0001263913
Viewpoint International, Inc.	Pot of gold camp.	VA0001263891
Viewpoint International, Inc.	[Propella palm] : no. TB30433/TB9163.	VA0001219385
Viewpoint International, Inc.	Putt Daddy.	VAu000648591
Viewpoint International, Inc.	Putt Daddy II : Putt Daddy.	VAu000648590
Viewpoint International, Inc.	Putt Daddy III : Putt Daddy : Putt Daddy II.	VAu000648589
Viewpoint International, Inc.	Queen of the desert : (51)TB30805.	VA0001297622
Viewpoint International, Inc.	Remote island : style no. T30519, T9263.	VA0001263912
Viewpoint International, Inc.	[Romantic rendezvous] : no. 34TB30329.	VA0001217916
Viewpoint International, Inc.	[Rustic paradise] : no. TB30590.	VA0001219338
Viewpoint International, Inc.	Sail fast live slow : no. T30466, T2964.	VA0001300331
Viewpoint International, Inc.	Sails call.	VAu000648585
Viewpoint International, Inc.	Salvadorian.	VA0001221767
Viewpoint International, Inc.	Samba serenade : no. (51)TB30805.	VA0001299340
Viewpoint International, Inc.	Samba sunset.	VA0001263886

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	Seafood troops.	VA0001263919
Viewpoint International, Inc.	Shaded fern toss : no. TB30533.	VA0001259292
Viewpoint International, Inc.	Shadow palm hibiscus : no. TB-30525.	VA0001259291
Viewpoint International, Inc.	Shake my day.	VAu000648593
Viewpoint International, Inc.	Shake my day II : Shake my day.	VAu000648592
Viewpoint International, Inc.	Smooth sailing.	VA0001221772
Viewpoint International, Inc.	Snap shot.	VA0001263916
Viewpoint International, Inc.	[So right, sarong] : no. TB30453.	VA0001219388
Viewpoint International, Inc.	[South Pacific] : no. TB2556.	VA0001219342
Viewpoint International, Inc.	Splash dance : no. T7357.	VA0001300335
Viewpoint International, Inc.	Split decision.	VA0001271900
Viewpoint International, Inc.	Sports car.	VAu000656161
Viewpoint International, Inc.	Straight up.	VAu000648576
Viewpoint International, Inc.	Suite time : (51)TB2667.	VA0001299317
Viewpoint International, Inc.	Sun baked blossom.	VA0001259286
Viewpoint International, Inc.	Sundancer : patten no. TB-2590, fall '04.	VA0001263753

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	[Sunset hideaway] : no. TB30359.	VA0001219348
Viewpoint International, Inc.	Swanky palms : no. (51)TB30794/TB9233.	VA0001299327
Viewpoint International, Inc.	Swingers only.	VAu000648584
Viewpoint International, Inc.	Swizzle Inn : no. T30465, T7345.	VA0001300332
Viewpoint International, Inc.	[Tahiti sweetie] : no. TB30592.	VA0001219347
Viewpoint International, Inc.	Tahitian breeze.	VA0001221753
Viewpoint International, Inc.	Tall cool one : no. T7339.	VA0001300326
Viewpoint International, Inc.	[Tarpum springs] : no. 34TB2530.	VA0001217924
Viewpoint International, Inc.	TB-2594.	VA0001259262
Viewpoint International, Inc.	TB promise me flower : no. TW7147.	VA0001214454
Viewpoint International, Inc.	TB vines visor embroidery : no. TW7148.	VA0001214456
Viewpoint International, Inc.	TB2612.	VA0001282088
Viewpoint International, Inc.	TB30434.	VA0001241846
Viewpoint International, Inc.	TB30441.	VA0001219425
Viewpoint International, Inc.	TB30444.	VA0001219432
Viewpoint International, Inc.	TB30451.	VA0001241850

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	TB30454.	VA0001241849
Viewpoint International, Inc.	TB30457.	VA0001219431
Viewpoint International, Inc.	TB30459.	VA0001219427
Viewpoint International, Inc.	TB30461.	VA0001241847
Viewpoint International, Inc.	TB30464.	VA0001219426
Viewpoint International, Inc.	TB30466.	VA0001252634
Viewpoint International, Inc.	TB30467.	VA0001219429
Viewpoint International, Inc.	TB30471.	VA0001219430
Viewpoint International, Inc.	TB30475.	VA0001241848
Viewpoint International, Inc.	TB30505.	VA0001252630
Viewpoint International, Inc.	TB30508.	VA0001252632
Viewpoint International, Inc.	TB30654.	VA0001282103
Viewpoint International, Inc.	TB30663/9222.	VA0001282112
Viewpoint International, Inc.	TB30675.	VA0001282104
Viewpoint International, Inc.	TB30680.	VA0001282097
Viewpoint International, Inc.	TB30697.	VA0001282116

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	TB30704/TB2618/TB9527.	VA0001275848
Viewpoint International, Inc.	Teetotaler : no. T7334.	VA0001300337
Viewpoint International, Inc.	Tennis man.	VAu000656162
Viewpoint International, Inc.	[Textile infusion] : no. TB30473/TB9169.	VA0001219384
Viewpoint International, Inc.	[The honeymooner] : no. 34TB1148.	VA0001217926
Viewpoint International, Inc.	Tiger Lily Lane : no. TB30644.	VA0001259276
Viewpoint International, Inc.	[Tommy tonga] : no. TB30482/TB9165.	VA0001219390
Viewpoint International, Inc.	Tranquility isle.	VA0001221748
Viewpoint International, Inc.	Triple vision : no. (51)TB30829/TB9535.	VA0001299331
Viewpoint International, Inc.	Tropical atoll : no. TB-1173.	VA0001259274
Viewpoint International, Inc.	[Tropical lace] : no. 34TB30416.	VA0001217932
Viewpoint International, Inc.	Tropical sketch : no. TB-30534.	VA0001259256
Viewpoint International, Inc.	Tropical tea party : no. TB-30577.	VA0001259264
Viewpoint International, Inc.	Tropical treasure.	VA0001221751
Viewpoint International, Inc.	Turks tiles : no. (51)T30775/TB9230.	VA0001299322
Viewpoint International, Inc.	Twilight proposal.	VA0001221749

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Viewpoint International, Inc.	[Vacation vixen—back] : no. 34TB30394.	VA0001217921
Viewpoint International, Inc.	Vacation vixen—bottom.	VA0001221757
Viewpoint International, Inc.	Vintage vines : no. TB-30528.	VA0001259257
Viewpoint International, Inc.	Vintage vision.	VA0001263914
Viewpoint International, Inc.	Volcanic venture.	VA0001263901
Viewpoint International, Inc.	Wading for love.	VA0001263921
Viewpoint International, Inc.	Watercolor blossoms : no. TB-30639.	VA0001259265
Viewpoint International, Inc.	Watercolor floral : no. (51)TB30824.	VA0001297624
Viewpoint International, Inc.	[Waterfall flowers] : pattern no. TB30587.	VA0001219345
Viewpoint International, Inc.	Wedding shower.	VA0001221774
Viewpoint International, Inc.	Which way to Paradise? : (51)TB9237.	VA0001299318
Viewpoint International, Inc.	Whirlwind.	VA0001263893
Viewpoint International, Inc.	Windswept floral : (51)TB2674.	VA0001297619
Viewpoint International, Inc.	[Wings over Rio] : no. TB30465.	VA0001219424
Viewpoint International, Inc.	Woman kneeling on beach.	VAu000656157
Viewpoint International, Inc.	Zen and now : no. T30544, T7365.	VA0001300338

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INB.	LOGO STRIPE TOWEL.	VAu000957200
Tommy Bahama Group, Inc.	12 Days of Christmas.	VAu000956411
Tommy Bahama Group, Inc.	20,000 leaves under the sea : no. (61) TB31187.	VAu000700403
Tommy Bahama Group, Inc.	3-way stop : no. (53) TB30888/TB9543.	VAu000672956
Tommy Bahama Group, Inc.	3-way stop : no. (53) TB30888/TB9543.	VAu000672957
Tommy Bahama Group, Inc.	(63)TB30919	VA0001349283
Tommy Bahama Group, Inc.	(63)TB31235.	VA0001349286
Tommy Bahama Group, Inc.	(63)TB31238.	VA0001349278
Tommy Bahama Group, Inc.	(63)TB31243.	VA0001349287
Tommy Bahama Group, Inc.	(63)TB31245.	VA0001349288
Tommy Bahama Group, Inc.	(63)TB31251.	VA0001349291
Tommy Bahama Group, Inc.	(63)TB31257.	VA0001349290
Tommy Bahama Group, Inc.	(63)TB31270.	VA0001349282
Tommy Bahama Group, Inc.	(63)TB31275.	VA0001349277
Tommy Bahama Group, Inc.	(63)TB31282.	VA0001349284
Tommy Bahama Group, Inc.	(63)TB31284.	VA0001349276

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	(63)TB31292.	VA0001349281
Tommy Bahama Group, Inc.	(63)TB9335.	VA0001349285
Tommy Bahama Group, Inc.	(63)TB9340.	VA0001349292
Tommy Bahama Group, Inc.	(63)TB9341.	VA0001349275
Tommy Bahama Group, Inc.	63 TB9348.	VA0001356793
Tommy Bahama Group, Inc.	(63)TB9350.	VA0001349289
Tommy Bahama Group, Inc.	63 TB9357.	VA0001356792
Tommy Bahama Group, Inc.	(63)TB9361.	VA0001349293
TOMMY BAHAMA GROUP, INC.	(71) IS3133 KING FISHER.	VA0001625257
TOMMY BAHAMA GROUP, INC.	(73) GP115.	VAu000975988
TOMMY BAHAMA GROUP, INC.	(73) GP117.	VAu000975987
TOMMY BAHAMA GROUP, INC.	(73) GP123.	VAu000975985
TOMMY BAHAMA GROUP, INC.	(73) GP2022.	VAu000975990
TOMMY BAHAMA GROUP, INC.	(73) GP2024.	VAu000975982
TOMMY BAHAMA GROUP, INC.	(73) GP2037.	VAu000975992
Tommy Bahama Group, Inc.	(73) IS3165 KRAIN.	VA0001625267

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	(74) IS3197 EDGAR.	VAu000954851
TOMMY BAHAMA GROUP, INC.	(74) TB31553.	VA0001653316
TOMMY BAHAMA GROUP, INC.	(74) TB31558.	VA0001653266
TOMMY BAHAMA GROUP, INC.	(74) TB31561.	VA0001653254
TOMMY BAHAMA GROUP, INC.	(74) TB31562.	VA0001653328
TOMMY BAHAMA GROUP, INC.	(74) TB31564.	VA0001653296
TOMMY BAHAMA GROUP, INC.	(74) TB31565.	VA0001653283
TOMMY BAHAMA GROUP, INC.	(74) TB31569.	VA0001647628
TOMMY BAHAMA GROUP, INC.	(74) TB31572.	VA0001647645
TOMMY BAHAMA GROUP, INC.	(74) TB31573.	VA0001647600
TOMMY BAHAMA GROUP, INC.	(74) TB31575.	VA0001647641
TOMMY BAHAMA GROUP, INC.	(74) TB31577.	VA0001647649
TOMMY BAHAMA GROUP, INC.	(74) TB31579.	VA0001653324
TOMMY BAHAMA GROUP, INC.	(74) TB31585.	VA0001647648
TOMMY BAHAMA GROUP, INC.	(74) TB31586.	VA0001653336
TOMMY BAHAMA GROUP, INC.	(74) TB31587.	VA0001653320

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(74) TB31588.	VA0001653325
TOMMY BAHAMA GROUP, INC.	(74) TB31589.	VA0001647643
TOMMY BAHAMA GROUP, INC.	(74) TB31590.	VA0001658807
TOMMY BAHAMA GROUP, INC.	(74) TB31593.	VA0001653327
TOMMY BAHAMA GROUP, INC.	(74) TB31598.	VA0001653323
TOMMY BAHAMA GROUP, INC.	(74) TB31599.	VA0001653329
TOMMY BAHAMA GROUP, INC.	(74) TB31601.	VA0001653274
TOMMY BAHAMA GROUP, INC.	(74) TB31606.	VA0001653339
TOMMY BAHAMA GROUP, INC.	(74) TB31610.	VA0001647644
TOMMY BAHAMA GROUP, INC.	(74) TB31618.	VA0001653338
TOMMY BAHAMA GROUP, INC.	(74) TB9449.	VA0001653284
TOMMY BAHAMA GROUP, INC.	(74) TB9450.	VA0001653277
TOMMY BAHAMA GROUP, INC.	(74) TB9451.	VA0001653286
TOMMY BAHAMA GROUP, INC.	(74) TB9453.	VA0001653280
TOMMY BAHAMA GROUP, INC.	(74) TB9455.	VA0001653276
TOMMY BAHAMA GROUP, INC.	(74) TB9457.	VA0001653289

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(74) TB9458.	VA0001653258
TOMMY BAHAMA GROUP, INC.	(74) TB9459.	VA0001653281
TOMMY BAHAMA GROUP, INC.	(74) TB9461.	VA0001653267
TOMMY BAHAMA GROUP, INC.	(74) TB9462.	VA0001653265
TOMMY BAHAMA GROUP, INC.	(74) TB9463.	VA0001653279
TOMMY BAHAMA GROUP, INC.	(74) TB9464.	VA0001653246
TOMMY BAHAMA GROUP, INC.	(74) TB9466.	VA0001653256
TOMMY BAHAMA GROUP, INC.	(74) TB9469.	VA0001653248
TOMMY BAHAMA GROUP, INC.	(74) TB9471.	VA0001653282
TOMMY BAHAMA GROUP, INC.	(74) TB9476.	VA0001653293
TOMMY BAHAMA GROUP, INC.	(74) TB9477.	VA0001653249
TOMMY BAHAMA GROUP, INC.	(74) TBYD3439.	VA0001647647
TOMMY BAHAMA GROUP, INC.	(81) GP129.	VA0001631996
TOMMY BAHAMA GROUP, INC.	(81) GP130.	VA0001632004
TOMMY BAHAMA GROUP, INC.	(81) GP142.	VA0001631993
TOMMY BAHAMA GROUP, INC.	(81) GP2078.	VA0001632005

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(81) GP2088.	VA0001632525
TOMMY BAHAMA GROUP, INC.	(81) GP2101.	VA0001631998
TOMMY BAHAMA GROUP, INC.	(81) GP2122.	VA0001631999
TOMMY BAHAMA GROUP, INC.	(81) GP2130.	VA0001632003
TOMMY BAHAMA GROUP, INC.	(81) GP422.	VA0001632006
TOMMY BAHAMA GROUP, INC.	(81) GYD2105.	VA0001632523
Tommy Bahama Group, Inc.	(81) IS3199 BONSAI.	VAu000954831
TOMMY BAHAMA GROUP, INC.	(81) TB1221.	VA0001632977
TOMMY BAHAMA GROUP, INC.	(81) TB2977.	VA0001632976
TOMMY BAHAMA GROUP, INC.	(81) TB31422.	VA0001632974
TOMMY BAHAMA GROUP, INC.	(81) TB31631.	VA0001632970
TOMMY BAHAMA GROUP, INC.	(81) TB31635.	VA0001632971
TOMMY BAHAMA GROUP, INC.	(81) TB31643.	VA0001632973
TOMMY BAHAMA GROUP, INC.	(81) TB31646.	VA0001632975
TOMMY BAHAMA GROUP, INC.	(81) TB31648.	VA0001632978
TOMMY BAHAMA GROUP, INC.	(81) TB31649.	VA0001634025

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(81) TB31654.	VA0001634024
TOMMY BAHAMA GROUP, INC.	(81) TB31656.	VA0001634023
TOMMY BAHAMA GROUP, INC.	(81) TB31657.	VA0001634022
TOMMY BAHAMA GROUP, INC.	(81) TB31660.	VA0001634021
TOMMY BAHAMA GROUP, INC.	(81) TB31662.	VA0001634026
TOMMY BAHAMA GROUP, INC.	(81) TB31667/TB31707.	VA0001634020
TOMMY BAHAMA GROUP, INC.	(81) TB31668.	VA0001634029
TOMMY BAHAMA GROUP, INC.	(81) TB31670.	VA0001634028
TOMMY BAHAMA GROUP, INC.	(81) TB31671.	VA0001634027
TOMMY BAHAMA GROUP, INC.	(81) TB31672.	VA0001633964
TOMMY BAHAMA GROUP, INC.	(81) TB31673.	VA0001633976
TOMMY BAHAMA GROUP, INC.	(81) TB31674.	VA0001633975
TOMMY BAHAMA GROUP, INC.	(81) TB31676.	VA0001633974
TOMMY BAHAMA GROUP, INC.	(81) TB31680.	VA0001633973
TOMMY BAHAMA GROUP, INC.	(81) TB31681.	VA0001633972
TOMMY BAHAMA GROUP, INC.	(81) TB31689.	VA0001633971

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(81) TB31691.	VA0001633970
TOMMY BAHAMA GROUP, INC.	(81) TB31766.	VA0001633968
TOMMY BAHAMA GROUP, INC.	(81) TB9366.	VA0001633967
TOMMY BAHAMA GROUP, INC.	(81) TB9390.	VA0001633966
TOMMY BAHAMA GROUP, INC.	(81) TB9406.	VA0001633965
TOMMY BAHAMA GROUP, INC.	(81) TB9408.	VA0001633959
TOMMY BAHAMA GROUP, INC.	(81) TB9411.	VA0001633958
TOMMY BAHAMA GROUP, INC.	(81) TB9435.	VA0001633956
TOMMY BAHAMA GROUP, INC.	(81) TB9457.	VA0001633953
TOMMY BAHAMA GROUP, INC.	(81) TB9459.	VA0001633950
TOMMY BAHAMA GROUP, INC.	(81) TB9482.	VA0001633960
TOMMY BAHAMA GROUP, INC.	(81) TB9483.	VA0001633951
TOMMY BAHAMA GROUP, INC.	(81) TB9484/TB31632.	VA0001633949
TOMMY BAHAMA GROUP, INC.	(81) TB9484/TB31632.	VA0001632972
TOMMY BAHAMA GROUP, INC.	(81) TB9485.	VA0001633948
TOMMY BAHAMA GROUP, INC.	(81) TB9486.	VA0001633946

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(81) TB9490.	VA0001633955
TOMMY BAHAMA GROUP, INC.	(81) TB9492.	VA0001633182
TOMMY BAHAMA GROUP, INC.	(81) TB9493.	VA0001633172
TOMMY BAHAMA GROUP, INC.	(81) TB9496.	VA0001633173
TOMMY BAHAMA GROUP, INC.	(81) TB9497.	VA0001633174
TOMMY BAHAMA GROUP, INC.	(81) TB9498.	VA0001633176
TOMMY BAHAMA GROUP, INC.	(81) TB9502.	VA0001633181
TOMMY BAHAMA GROUP, INC.	(81) TB9503.	VA0001633177
TOMMY BAHAMA GROUP, INC.	(81) TB9504.	VA0001633178
TOMMY BAHAMA GROUP, INC.	(81) TB9507.	VA0001633179
TOMMY BAHAMA GROUP, INC.	(81) TB9508.	VA0001633180
TOMMY BAHAMA GROUP, INC.	(81) TB9512.	VA0001633175
TOMMY BAHAMA GROUP, INC.	(83) GP2179.	VA0001647558
TOMMY BAHAMA GROUP, INC.	(83) GP2202.	VA0001647559
TOMMY BAHAMA GROUP, INC.	(83) GWP149.	VA0001647553
TOMMY BAHAMA GROUP, INC.	(83) GWP152.	VA0001647560

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(83) GWP154.	VA0001653345
TOMMY BAHAMA GROUP, INC.	(83) GWP156.	VA0001653351
TOMMY BAHAMA GROUP, INC.	(83) GWP157.	VA0001653344
TOMMY BAHAMA GROUP, INC.	(83) GWP161.	VA0001653341
TOMMY BAHAMA GROUP, INC.	(83) GWP2171.	VA0001647562
TOMMY BAHAMA GROUP, INC.	(83) GWP2172.	VA0001647563
TOMMY BAHAMA GROUP, INC.	(83) GWP2185.	VA0001647551
TOMMY BAHAMA GROUP, INC.	(83) GWP2208.	VA0001647554
TOMMY BAHAMA GROUP, INC.	(83) T31952.	VA0001653354
TOMMY BAHAMA GROUP, INC.	(83) T32163.	VA0001653347
TOMMY BAHAMA GROUP, INC.	(83) T32169.	VA0001653340
TOMMY BAHAMA GROUP, INC.	(83) T32223.	VA0001653353
TOMMY BAHAMA GROUP, INC.	(83) T32226.	VA0001653348
TOMMY BAHAMA GROUP, INC.	(83) T32227.	VA0001653358
TOMMY BAHAMA GROUP, INC.	(83) TB2990/TB31732.	VA0001647672
TOMMY BAHAMA GROUP, INC.	(83) TB31747.	VA0001647673

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(83) TB31748.	VA0001647670
TOMMY BAHAMA GROUP, INC.	(83) TB31751.	VA0001647674
TOMMY BAHAMA GROUP, INC.	(83) TB31761.	VA0001647671
TOMMY BAHAMA GROUP, INC.	(83) TB31763.	VA0001647668
TOMMY BAHAMA GROUP, INC.	(83) TB31776.	VA0001647666
TOMMY BAHAMA GROUP, INC.	(83) TB31791.	VA0001647667
TOMMY BAHAMA GROUP, INC.	(83) TB31797.	VA0001647736
TOMMY BAHAMA GROUP, INC.	(83) TB9510.	VA0001647692
TOMMY BAHAMA GROUP, INC.	(83) TB9516.	VA0001647695
TOMMY BAHAMA GROUP, INC.	(83) TB9520.	VA0001647704
TOMMY BAHAMA GROUP, INC.	(83) TB9523.	VA0001647691
TOMMY BAHAMA GROUP, INC.	(83) TB9524.	VA0001647693
TOMMY BAHAMA GROUP, INC.	(83) TB9527.	VA0001647694
TOMMY BAHAMA GROUP, INC.	(83) TB9528.	VA0001647734
TOMMY BAHAMA GROUP, INC.	(83) TB9533.	VA0001647669
TOMMY BAHAMA GROUP, INC.	(83) TB9534.	VA0001647714

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(83) TB9536.	VA0001647722
TOMMY BAHAMA GROUP, INC.	(83) TB9539.	VA0001647717
TOMMY BAHAMA GROUP, INC.	(83) TB9543.	VA0001647700
TOMMY BAHAMA GROUP, INC.	(83) TB9544.	VA0001647709
TOMMY BAHAMA GROUP, INC.	(83) TB9545.	VA0001647727
TOMMY BAHAMA GROUP, INC.	(84)T32291.	VA0001653712
TOMMY BAHAMA GROUP, INC.	(84)T32292.	VA0001653709
TOMMY BAHAMA GROUP, INC.	(84)T32298.	VA0001653707
TOMMY BAHAMA GROUP, INC.	(84)T32307.	VA0001653714
TOMMY BAHAMA GROUP, INC.	(84)T32323.	VA0001653699
TOMMY BAHAMA GROUP, INC.	(84)TB31816.	VA0001657517
TOMMY BAHAMA GROUP, INC.	(84)TB31819.	VA0001657528
TOMMY BAHAMA GROUP, INC.	(84)TB31827B.	VA0001657534
TOMMY BAHAMA GROUP, INC.	(84)TB31828.	VA0001657495
TOMMY BAHAMA GROUP, INC.	(84)TB31830.	VA0001657511
TOMMY BAHAMA GROUP, INC.	(84)TB31831.	VA0001657538

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(84)TB31836.	VA0001657540
TOMMY BAHAMA GROUP, INC.	(84)TB31840A.	VA0001657503
TOMMY BAHAMA GROUP, INC.	(84)TB31846.	VA0001657501
TOMMY BAHAMA GROUP, INC.	(84)TB31852.	VA0001657525
TOMMY BAHAMA GROUP, INC.	(84)TB31855.	VA0001657479
TOMMY BAHAMA GROUP, INC.	(84)TB31856.	VA0001657485
TOMMY BAHAMA GROUP, INC.	(84)TB31859.	VA0001657481
TOMMY BAHAMA GROUP, INC.	(84)TB31870.	VA0001657484
TOMMY BAHAMA GROUP, INC.	(84)TB31873.	VA0001653702
TOMMY BAHAMA GROUP, INC.	(84)TB31877.	VA0001657487
TOMMY BAHAMA GROUP, INC.	(84)TB31878.	VA0001657493
TOMMY BAHAMA GROUP, INC.	(84)TB31885.	VA0001657497
TOMMY BAHAMA GROUP, INC.	(84)TB9512.	VA0001657494
TOMMY BAHAMA GROUP, INC.	(84)TB9547.	VA0001657488
TOMMY BAHAMA GROUP, INC.	(84)TB9548.	VA0001657491
TOMMY BAHAMA GROUP, INC.	(84)TB9555.	VA0001647654

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(84)TB9556.	VA0001647655
TOMMY BAHAMA GROUP, INC.	(84)TB9559.	VA0001647659
TOMMY BAHAMA GROUP, INC.	(84)TB9561.	VA0001647660
TOMMY BAHAMA GROUP, INC.	(84)TB9562.	VA0001647651
TOMMY BAHAMA GROUP, INC.	(84)TB9564.	VA0001647662
TOMMY BAHAMA GROUP, INC.	(84)TB9569.	VA0001647663
TOMMY BAHAMA GROUP, INC.	(84)TB9574.	VA0001647665
TOMMY BAHAMA GROUP, INC.	(84)TB9575.	VA0001647614
TOMMY BAHAMA GROUP, INC.	(84)TB9576.	VA0001647664
TOMMY BAHAMA GROUP, INC.	(84)TBYD3608.	VA0001653705
TOMMY BAHAMA GROUP, INC.	(84)TBYD3610.	VA0001653676
TOMMY BAHAMA GROUP, INC.	(91) GP2227.	VA0001657937
TOMMY BAHAMA GROUP, INC.	(91) T32510.	VA0001659333
TOMMY BAHAMA GROUP, INC.	(91) T32514.	VA0001659061
TOMMY BAHAMA GROUP, INC.	(91) T32526.	VA0001659057
TOMMY BAHAMA GROUP, INC.	(91) T32527.	VA0001659038

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(91) T32535.	VA0001659044
TOMMY BAHAMA GROUP, INC.	(91) T32542.	VA0001659380
TOMMY BAHAMA GROUP, INC.	(91) T9592.	VA0001659344
TOMMY BAHAMA GROUP, INC.	(91) TB20012.	VA0001657948
TOMMY BAHAMA GROUP, INC.	(91) TB20019.	VA0001657936
TOMMY BAHAMA GROUP, INC.	(91) TB31447.	VA0001657946
TOMMY BAHAMA GROUP, INC.	(91) TB31909.	VA0001657945
TOMMY BAHAMA GROUP, INC.	(91) TB31921.	VA0001657943
TOMMY BAHAMA GROUP, INC.	(91) TB31926.	VA0001658036
TOMMY BAHAMA GROUP, INC.	(91) TB31928.	VA0001658025
TOMMY BAHAMA GROUP, INC.	(91) TB31930.	VA0001658035
TOMMY BAHAMA GROUP, INC.	(91) TB31931.	VA0001658038
TOMMY BAHAMA GROUP, INC.	(91) TB31934A/TB31934B.	VA0001661399
TOMMY BAHAMA GROUP, INC.	(91) TB31935.	VA0001661738
TOMMY BAHAMA GROUP, INC.	(91) TB31937.	VA0001661735
TOMMY BAHAMA GROUP, INC.	(91) TB31938.	VA0001661732

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(91) TB31943.	VA0001661402
TOMMY BAHAMA GROUP, INC.	(91) TB31944A+B/TBEM977.	VA0001661442
TOMMY BAHAMA GROUP, INC.	(91) TB31947.	VA0001661436
TOMMY BAHAMA GROUP, INC.	(91) TB31948.	VA0001661717
TOMMY BAHAMA GROUP, INC.	(91) TB31949.	VA0001661727
TOMMY BAHAMA GROUP, INC.	(91) TB31952.	VA0001661728
TOMMY BAHAMA GROUP, INC.	(91) TB31955.	VA0001660423
TOMMY BAHAMA GROUP, INC.	(91) TB31956.	VA0001660420
TOMMY BAHAMA GROUP, INC.	(91) TB31958.	VA0001660587
TOMMY BAHAMA GROUP, INC.	(91) TB31962A.	VA0001660418
TOMMY BAHAMA GROUP, INC.	(91) TB31964.	VA0001660419
TOMMY BAHAMA GROUP, INC.	(91) TB31965/TBEM988.	VA0001660417
TOMMY BAHAMA GROUP, INC.	(91) TB31968.	VA0001660416
TOMMY BAHAMA GROUP, INC.	(91) TB31977.	VA0001660424
TOMMY BAHAMA GROUP, INC.	(91) TB31978.	VA0001660422
TOMMY BAHAMA GROUP, INC.	(91) TB31985.	VA0001660421

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(91) TB31987/TBEM8.	VA0001661401
TOMMY BAHAMA GROUP, INC.	(91) TB9578.	VA0001661412
TOMMY BAHAMA GROUP, INC.	(91) TB9579.	VA0001661410
TOMMY BAHAMA GROUP, INC.	(91) TB9581.	VA0001661408
TOMMY BAHAMA GROUP, INC.	(91) TB9582.	VA0001661405
TOMMY BAHAMA GROUP, INC.	(91) TB9585.	VA0001661403
TOMMY BAHAMA GROUP, INC.	(91) TB9586.	VA0001659377
TOMMY BAHAMA GROUP, INC.	(91) TB9589.	VA0001659340
TOMMY BAHAMA GROUP, INC.	(91) TB9590.	VA0001659098
TOMMY BAHAMA GROUP, INC.	(91) TB9595.	VA0001659364
TOMMY BAHAMA GROUP, INC.	(91) TB9596.	VA0001659368
TOMMY BAHAMA GROUP, INC.	(91) TB9598.	VA0001661426
TOMMY BAHAMA GROUP, INC.	(91) TB9599.	VA0001659372
TOMMY BAHAMA GROUP, INC.	(91) TB9605.	VA0001659328
TOMMY BAHAMA GROUP, INC.	(91) TB9608.	VA0001659049
TOMMY BAHAMA GROUP, INC.	(91) TB9611.	VA0001659073

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	(91) TB9612.	VA0001659135
TOMMY BAHAMA GROUP, INC.	(91) TB9613/TB1238.	VA0001659069
TOMMY BAHAMA GROUP, INC.	(91) TB9614.	VA0001659065
TOMMY BAHAMA GROUP, INC.	(91) TB9616.	VA0001659116
TOMMY BAHAMA GROUP, INC.	(91) TB9617.	VA0001659103
TOMMY BAHAMA GROUP, INC.	(91) TB9618.	VA0001659336
TOMMY BAHAMA GROUP, INC.	(91) TB9620.	VA0001659032
TOMMY BAHAMA GROUP, INC.	(91) TBG EMB68.	VA0001659122
TOMMY BAHAMA GROUP, INC.	(91) TBG EMB70.	VA0001659083
Tommy Bahama Group, Inc.	Agave jungle : (64) TB31349.	VA0001404772
TOMMY BAHAMA GROUP, INC.	ALL SHOOK UP.	VA0001633954
Tommy Bahama Group, Inc.	Amazon palm : no. (71) TB31407.	VA0001399075
Tommy Bahama Group, Inc.	Anchor's away : no. (61) TB31117.	VAu000700398
Tommy Bahama Group, Inc.	Apertif : no. (73) TB31528.	VA0001416775
Tommy Bahama Group, Inc.	Aqua bloom : no. (61) TB9305.	VAu000700417
Tommy Bahama Group, Inc.	Aruba palms : (54) TBYD3150.	VAu000676353

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Aruban nights : (54) TB31011/9277.	VAu000676350
Tommy Bahama Group, Inc.	Back to Pair-A-Dice.	VAu000956412
Tommy Bahama Group, Inc.	Backseat Grill.	VAu000956416
Tommy Bahama Group, Inc.	Bahama bam boo : no. (53) TB30456.	VAu000672937
Tommy Bahama Group, Inc.	Bahama henna : no. (61)TB2784.	VA000138389
Tommy Bahama Group, Inc.	Baja breeze : (54) TB31070	VAu000676347
Tommy Bahama Group, Inc.	Balinese blossoms : no. (61)TB31127 (wovens)/TB2809(knits)	VA000138384
Tommy Bahama Group, Inc.	Bamboo aboard : no. (61) TB31087.	VAu000700429
Tommy Bahama Group, Inc.	Bamboo cove : no. (73) TB31490.	VA0001416767
Tommy Bahama Group, Inc.	Bamboo haku : no. (61) TB31202.	VAu000700438
Tommy Bahama Group, Inc.	Bamboo island.	VAu000729412
Tommy Bahama Group, Inc.	Banana tienda : no. (61) TB31088.	VAu000700430
Tommy Bahama Group, Inc.	Bandana beauty.	VAu000725443
TOMMY BAHAMA GROUP, INC.	BAREFOOT BAR.	VAu000963177
Tommy Bahama Group, Inc.	Batik la chique : no. (73) TB31488.	VA0001416744
Tommy Bahama Group, Inc.	BBQ eskew : (64) TB9382/TB9383.	VA0001404756

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Beautiful orchid.	VAu000729415
Tommy Bahama Group, Inc.	Beautiful orchid engineered.	VAu000729411
Tommy Bahama Group, Inc.	Beauty on the beach : (64) TB9385.	VA0001404757
Tommy Bahama Group, Inc.	Bed with leaf pattern linens.	VAu000647382
Tommy Bahama Group, Inc.	Beyond the bungalow : no. (61)TB31148.	VA0001383828
Tommy Bahama Group, Inc.	Big bird.	VAu000665729
TOMMY BAHAMA GROUP, INC.	BILL COLLECTOR BAR.	VAu000957155
Tommy Bahama Group, Inc.	Bird is the word : (64) TB9264.	VA0001404769
Tommy Bahama Group, Inc.	Bird watching : no. 63 TB31264.	VA0001356796
Tommy Bahama Group, Inc.	Birds afloat : no. (53) TB2727.	VAu000672942
Tommy Bahama Group, Inc.	Bloom service : no. (61) TB9299	VAu000700414
Tommy Bahama Group, Inc.	Blossoms galore.	VAu000702559
TOMMY BAHAMA GROUP, INC.	BOARDS OF A FEATHER.	VAu000957595
Tommy Bahama Group, Inc.	Bombay blooms : no. (53) TB30951/9251.	VAu000672946
Tommy Bahama Group, Inc.	Bombay greetings : (63) TB31241.	VA0001356865
Tommy Bahama Group, Inc.	Bordeaux blooms : no. (73) TB31496.	VA0001416756

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Born to swing.	VAu000685936
Tommy Bahama Group, Inc.	Brighten beachy : (64) TB9367.	VA0001404762
Tommy Bahama Group, Inc.	Bungalow blooms : GP108.	VA0001404794
Tommy Bahama Group, Inc.	Bungalow Blues.	VAu000972581
Tommy Bahama Group, Inc.	Bungalow Blues Garden.	VAu000956108
Tommy Bahama Group, Inc.	Bungalow Blues Jamboree.	VAu000956132
Tommy Bahama Group, Inc.	Bungalow Blues Played in the Shade.	VAu000956139
Tommy Bahama Group, Inc.	Bursting Bouquet : no. TB (53)30916.	VAu000667410
Tommy Bahama Group, Inc.	Cactus cantina : (54) TB31009/9547.	VAu000676368
Tommy Bahama Group, Inc.	Calistoga canopy : no. (73) TB31485.	VA0001416769
Tommy Bahama Group, Inc.	Call to hula : (63) TB31255.	VA0001356864
Tommy Bahama Group, Inc.	Capri coast dress and skirt.	VA0001427900
Tommy Bahama Group, Inc.	Capri coast shirt.	VA0001427892
Tommy Bahama Group, Inc.	Camival garden : (71) TB31402.	VA0001404798
Tommy Bahama Group, Inc.	Casa Blanca ; Azul.	VAu000665719
Tommy Bahama Group, Inc.	Casa Blanca ; Rojo.	VAu000665720

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Casa de flora : (64) TB9366.	VA0001404763
Tommy Bahama Group, Inc.	Casa del Habano : no. (53) TB30928/9545.	VAu000672941
Tommy Bahama Group, Inc.	Casino Coast : (64) TB31357.	VA0001404776
TOMMY BAHAMA GROUP, INC.	CASTING CALL.	VAu000957209
Tommy Bahama Group, Inc.	Casual moments.	VAu000725445
Tommy Bahama Group, Inc.	Cat-chi : no. (54) TB30981.	VAu000672345
Tommy Bahama Group, Inc.	Cat's meow : no. (54) TB30984.	VAu000672344
Tommy Bahama Group, Inc.	Celebration : no. TB (53)30954.	VAu000667418
Tommy Bahama Group, Inc.	Chair affair.	VAu000725444
Tommy Bahama Group, Inc.	Channel surfer : no. (71) TB9400.	VA0001399057
Tommy Bahama Group, Inc.	Charms of the kasbah : no. (61)TB31138(wovens)/TB31137(borders)	VA0001383822
Tommy Bahama Group, Inc.	Cherry blossom dress.	VAu000729416
Tommy Bahama Group, Inc.	Cherry blossom scarf : no. (64)TW7226.	VAu000734883
Tommy Bahama Group, Inc.	Cherry blossom skirt.	VAu000729414
Tommy Bahama Group, Inc.	Chill time denim.	VAu000725449

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Citrus garden : no. (61)TB2790 (knit/TB31145(woven)	VA0001383829
Tommy Bahama Group, Inc.	Clear flower.	VAu000668308
Tommy Bahama Group, Inc.	Climbing vines : no. (63)TB31331.	VAu000695531
Tommy Bahama Group, Inc.	Coastline craze : (54) TB31034/9280.	VAu000676356
Tommy Bahama Group, Inc.	Cocktail cruise : (63) TB9345.	VA0001356856
Tommy Bahama Group, Inc.	Conga Miranda : T31640 (embroidered shirt)	VAu000744762
Tommy Bahama Group, Inc.	Cool breeze beauty.	VAu000725440
Tommy Bahama Group, Inc.	Copa Cabana : GP107.	VA0001404779
Tommy Bahama Group, Inc.	Copabanana : (71) TB30680.	VA0001404790
Tommy Bahama Group, Inc.	Corsica cactus : (54) tb31016.	VAu000676337
Tommy Bahama Group, Inc.	Courtly columns : no. (61)TB31231.	VA0001383816
Tommy Bahama Group, Inc.	Coyote cove : no. (73) TB31493.	VA0001416764
Tommy Bahama Group, Inc.	Crustacean formation : no. (71) TB31445/TB9424.	VA0001399064
Tommy Bahama Group, Inc.	Cuban cove seeker : no. (61) TB9311.	VAu000700418
Tommy Bahama Group, Inc.	Cubano cascade : no. (61) TB9308.	VAu000700424
Tommy Bahama Group, Inc.	Daily double : no. T31807.	VAu000750258

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Dancing daylight : no. (54) TB31063.	VAu000672348
Tommy Bahama Group, Inc.	Del sol stripe ; Agua.	VAu000665717
Tommy Bahama Group, Inc.	Del sol stripe ; Limon.	VAu000665718
Tommy Bahama Group, Inc.	Desert jungle : no. TBW30070	VAu000747021
TOMMY BAHAMA GROUP, INC.	DESERT PHOENIX.	VAu000957221
Tommy Bahama Group, Inc.	Desert surf : no. (73) TB31530.	VA0001416758
TOMMY BAHAMA GROUP, INC.	DESPERATE STEAK KNIVES	VAu000957156
Tommy Bahama Group, Inc.	Destination relaxation : no. (71) TB9399.	VA0001399065
Tommy Bahama Group, Inc.	Destination vacation : (71) TB9411.	VA0001396861
Tommy Bahama Group, Inc.	Destination vacation towel : TR727 (towel).	VAu000744769
Tommy Bahama Group, Inc.	Dive & dash : (64) TB9369.	VA0001404764
Tommy Bahama Group, Inc.	Diver's delight : no. (61) TB9318.	VAu000700406
Tommy Bahama Group, Inc.	Don Juan de palmo : no. (61) TB31094.	VAu000700399
TOMMY BAHAMA GROUP, INC.	DOWN SHIFT	VAu000963174
Tommy Bahama Group, Inc.	Dragon racing : (54) TB31012/9273/9546.	VAu000676341
Tommy Bahama Group, Inc.	Dune garden : no. (73) TB31531.	VA0001416774

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Early bird : (64) TB31352.	VA0001404750
Tommy Bahama Group, Inc.	El Grande : no. (53) TB30949.	VAu000672929
TOMMY BAHAMA GROUP, INC.	EX PRESIDENTE' CAMP.	VAu000957464
Tommy Bahama Group, Inc.	Fade Out Ave. : no. (61) TB9320.	VAu000700404
Tommy Bahama Group, Inc.	Fall fronds : no. (63)TB2862.	VAu000695535
Tommy Bahama Group, Inc.	Fan club : no. (61) TB31116.	VAu000700407
Tommy Bahama Group, Inc.	Fan mail : no. (73) TB9441.	VA0001416754
Tommy Bahama Group, Inc.	Fanbrella : no. (61) TB31110.	VAu000700434
Tommy Bahama Group, Inc.	Fantango : no. (61) TB31076.	VAu000700445
Tommy Bahama Group, Inc.	Fields of paradise : no. TB(53) 30947.	VAu000667397
Tommy Bahama Group, Inc.	Fiesta stripe : Azul : And rojo.	VAu000678182
Tommy Bahama Group, Inc.	Filigree paisley : no. TBW30060.	VAu000747019
Tommy Bahama Group, Inc.	Final Shakedown.	VAu000960109
Tommy Bahama Group, Inc.	Finding Reno : (64) TB9374.	VA0001404770
Tommy Bahama Group, Inc.	Fire floral : no. TB (52)30895.	VAu000667402
Tommy Bahama Group, Inc.	Fire floral : no. TB(53) 30885 ENG.	VAu000667392

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	FISH & CHICKS.	VAu000957154
Tommy Bahama Group, Inc.	Fish 'n' chicks : (64) TB9384.	VA0001404773
Tommy Bahama Group, Inc.	Five O'Clock Shadow.	VAu000956727
TOMMY BAHAMA GROUP, INC.	FLAMINGO LANES.	VAu000957204
Tommy Bahama Group, Inc.	Fleur de force : no. (63)TB2845/31285.	VAu000695530
Tommy Bahama Group, Inc.	Fleur Island : (54) TB31001.	VAu000676358
Tommy Bahama Group, Inc.	Flora aura : no. (71) TB31415.	VA0001399079
Tommy Bahama Group, Inc.	Flora bora jacquard.	VA0001427897
Tommy Bahama Group, Inc.	Flora da keys : no. (53) TB9258.	VAu000672928
Tommy Bahama Group, Inc.	Floral fiesta : no. (53)30897.	VAu000667409
Tommy Bahama Group, Inc.	Floral reflections : no. (73) TB31504.	VA0001416752
Tommy Bahama Group, Inc.	Flotilla : no. (61) TB31077.	VAu000700405
Tommy Bahama Group, Inc.	Fluer de France : (54) TB9285.	VAu000676355
TOMMY BAHAMA GROUP, INC.	G3046.	VAu000977586
TOMMY BAHAMA GROUP, INC.	G3047.	VAu000977579
TOMMY BAHAMA GROUP, INC.	G3049.	VAu000977582

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Garden mirage.	VAu000725451
Tommy Bahama Group, Inc.	Garden of hope & courage/borders of paradise : no. (53) TB30872/TB9264.	VAu000672949
Tommy Bahama Group, Inc.	Garden of hope & courage, HOL 05 : (54) TB31074.	VAu000676351
Tommy Bahama Group, Inc.	Garden of hope and courage fall 07 : no. (73) TB31512.	VA0001416760
Tommy Bahama Group, Inc.	Garden of hope and courage spring '06/bourbon bloom : no. (61) TB31106/9555.	VAu000700440
Tommy Bahama Group, Inc.	Gateway of India: no. 63 TB31244.	VA0001356795
Tommy Bahama Group, Inc.	Geisha gardens : no. (61) TB31198.	VAu000700437
Tommy Bahama Group, Inc.	Ginger lei : no. (61) TB31107.	VAu000700420
Tommy Bahama Group, Inc.	Ginger sail : no. TB (53)30971.	VAu000667420
Tommy Bahama Group, Inc.	Glass menagerie : no. (54) TB2761, (54) TB2734, (54) TB30998.	VAu000672352
Tommy Bahama Group, Inc.	Grand Prix : (64) TB31362.	VA0001404765
Tommy Bahama Group, Inc.	Halelani view : (64) TB31365.	VA0001404758
Tommy Bahama Group, Inc.	Hammock lounger : no. (53) TB30835.	VAu000667412
Tommy Bahama Group, Inc.	Havana Blast Ave. : no. (61) TB9307.	VAu000700412
Tommy Bahama Group, Inc.	Havana heat : no. (61) TB31217/31218.	VAu000700444

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Hawaiian ginger.	VAu000685941
Tommy Bahama Group, Inc.	Hawaiian garden : (64) TB31111.	VA0001404767
Tommy Bahama Group, Inc.	Hawaiian hiatus : (71) TB9408.	VA0001396863
Tommy Bahama Group, Inc.	Hawaiian shirt plate.	VAu000685938
Tommy Bahama Group, Inc.	Head over heels : GP283.	VA0001404795
Tommy Bahama Group, Inc.	Her split decision.	VAu000725442
Tommy Bahama Group, Inc.	HIBISCUS AHOY.	VA0001640263
Tommy Bahama Group, Inc.	Hibiscus blues : no. (61) TB31085.	VAu000700436
Tommy Bahama Group, Inc.	Hibiscus high road : no. (73) TB9426.	VA0001416761
Tommy Bahama Group, Inc.	Hibiscus mistress : no. (53) TB30923/9259.	VAu000672953
Tommy Bahama Group, Inc.	Hibiscus parade : no. (61) TB31204.	VAu000700421
Tommy Bahama Group, Inc.	Hidden fruit : no. (53) TB2726.	VAu000672933
Tommy Bahama Group, Inc.	Hidden hibiscus: (64) TB31374.	VA0001404752
Tommy Bahama Group, Inc.	Hidden hibiscus: (54) TB2774.	VAu000672337
Tommy Bahama Group, Inc.	Highway to my way : no. (63) TB9360.	VA0001349265
Tommy Bahama Group, Inc.	Hip trip : no. (73) TB9434.	VA0001416763

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Hokkaido hibiscus : no. (61) TB31109	VAu000700401
Tommy Bahama Group, Inc.	Hold'em & fold'em : (64) TB31361.	VA0001404751
Tommy Bahama Group, Inc.	Honey, I blew up the pineapple : no. (71) TB9418.	VA0001399077
Tommy Bahama Group, Inc.	Hot tropics ; Indigo.	VAu000665728
Tommy Bahama Group, Inc.	Hot tropics ; Mango.	VAu000665727
Tommy Bahama Group, Inc.	Hotel Bombay Lounge.	VAu000703507
Tommy Bahama Group, Inc.	Hula lookin' at : no. (71) TB9391.	VA0001399068
TOMMY BAHAMA GROUP, INC.	HULA LOTTA SHAKIN'.	VAu000957190
Tommy Bahama Group, Inc.	Hum a little song.	VAu000702562
Tommy Bahama Group, Inc.	Ink blossom : no. TBW30077.	VAu000747018
Tommy Bahama Group, Inc.	Ink blossoms allover : no. (61)TB31225.	VA0001383815
Tommy Bahama Group, Inc.	Ink blossoms : no. (61)TB31220.	VA0001383834
Tommy Bahama Group, Inc.	Ironwork : no. (64)TW30528, TW60557, TW60227.	VAu000734886
Tommy Bahama Group, Inc.	Island canopy.	VA0001427895
Tommy Bahama Group, Inc.	Island canvas : (63) TB9356.	VA0001356863
Tommy Bahama Group, Inc.	Island flora : no. TBW2023.	VAu000747023

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Island fronds.	VAu000729410
Tommy Bahama Group, Inc.	Island grove : (71) TB31428.	VA0001404781
Tommy Bahama Group, Inc.	Island imprints : no. (53) TB30933.	VAu000672960
Tommy Bahama Group, Inc.	Island Mirage Ave. : no. (61) TB9330.	VAu000700400
Tommy Bahama Group, Inc.	Island palm-palms : (63) TB31236.	VA0001356859
Tommy Bahama Group, Inc.	Island reserve : no. (73) TB31492.	VA0001416742
Tommy Bahama Group, Inc.	Island rockstar : T31551 (embroidered shirt).	VAu000744763
Tommy Bahama Group, Inc.	Island shadows.	VAu000729413
Tommy Bahama Group, Inc.	Java see java do : no. (61) TB9317.	VAu000700402
Tommy Bahama Group, Inc.	Jeans that rock!	VAu000725450
Tommy Bahama Group, Inc.	Jewel of the Isle : no. (71) TB31417.	VA0001399058
Tommy Bahama Group, Inc.	Jungle shakedown.	VAu000703509
Tommy Bahama Group, Inc.	Ka-Bloom ; Azul.	VAu000665725
Tommy Bahama Group, Inc.	Ka-Bloom ; Bojo.	VAu000665726
Tommy Bahama Group, Inc.	Kaleidoscope floral	VAu000702564
Tommy Bahama Group, Inc.	King cone : (54) TB31053.	VAu000676367

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	King of blues : no. (61) TB31216.	VAu000700431
Tommy Bahama Group, Inc.	King of cool.	VAu000685937
Tommy Bahama Group, Inc.	Kitty's purr : no. (54) TB2738.	VAu000672347
Tommy Bahama Group, Inc.	Knot a floral shirt.	VA0001427898
Tommy Bahama Group, Inc.	Knot a floral shirt.	VA0001427893
Tommy Bahama Group, Inc.	LA to Las Vegas : no. (61) TB31119/9554.	VAu000700410
Tommy Bahama Group, Inc.	Lady Luau : (64) TB31364.	VA0001404774
Tommy Bahama Group, Inc.	Lanikai leaves : (64) TB31367.	VA0001404766
Tommy Bahama Group, Inc.	Last cantina : (54) TB31005.	VAu000676363
Tommy Bahama Group, Inc.	Late harvest : no. (73) TB31486.	VA0001416779
Tommy Bahama Group, Inc.	Lattice border : no. (64)TW30520.	VAu000734887
Tommy Bahama Group, Inc.	Lava lounge : (63) TB9333.	VA0001356858
Tommy Bahama Group, Inc.	Leaf bazaar.	VAu000729409
Tommy Bahama Group, Inc.	Leaf me here : (64) TB31371.	VA0001404761
Tommy Bahama Group, Inc.	Leafful weapon : (71) TB9397/TB9413.	VA0001404782
Tommy Bahama Group, Inc.	Leaves fallin' : no. (61) TB9352.	VAu000700409

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Lei Down & Relax.	VAu000956415
Tommy Bahama Group, Inc.	Lei 'n' around : no. (61) TB9302.	VAu000700411
Tommy Bahama Group, Inc.	Lei'n around : no. (73) TB9435.	VA0001416759
Tommy Bahama Group, Inc.	Lei'z daze : no. (71) TB9394.	VA0001399059
Tommy Bahama Group, Inc.	Linen on shelves.	VAu000647381
Tommy Bahama Group, Inc.	Linen reef: (71) TB31447.	VA0001396857
Tommy Bahama Group, Inc.	Linework floral.	VAu000702561
Tommy Bahama Group, Inc.	Live bait : no. (53) TB30877/TB9248.	VAu000672952
Tommy Bahama Group, Inc.	Loafers on end table.	VAu000647368
Tommy Bahama Group, Inc.	Longboard Cigars.	VAu000958905
Tommy Bahama Group, Inc.	LOON RIVER (74) TB31570.	VA0001627065
Tommy Bahama Group, Inc.	Lost and swinging : T31656 (embroidered shirt)	VAu000744766
Tommy Bahama Group, Inc.	Lost lagoon seeker : no. (61) TB9304.	VAu000700428
Tommy Bahama Group, Inc.	Lotus maximus : (54) TB31071/9284.	VAu000676357
Tommy Bahama Group, Inc.	Lounge Wizard	VAu000956423
Tommy Bahama Group, Inc.	Luau sunset : no. (71) TB31451.	VA0001399071

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Lucky streak : no. (71) TB9393.	VA0001399066
Tommy Bahama Group, Inc.	Lunar festival : no. (71) TB31425.	VA0001399073
Tommy Bahama Group, Inc.	Lunar lotus : (54) TB31054/9286.	VAu000676346
Tommy Bahama Group, Inc.	Madeira floral : no. TBW30055.	VAu000747015
Tommy Bahama Group, Inc.	Madeira jacquard : no. TWJ73001.	VAu000747022
Tommy Bahama Group, Inc.	Mai-tie (dye) : Mango : And lily pad : And indigo.	VAu000678181
Tommy Bahama Group, Inc.	Maiden Monaco.	VA0001393468
Tommy Bahama Group, Inc.	Man and his guitar.	VAu000725448
Tommy Bahama Group, Inc.	Man and woman embracing love.	VAu000647375
Tommy Bahama Group, Inc.	Man and woman embracing on beach.	VAu000647373
Tommy Bahama Group, Inc.	Man and woman embracing under palm tree.	VAu000647372
Tommy Bahama Group, Inc.	Man and woman in glasses.	VAu000668305
Tommy Bahama Group, Inc.	Man and woman in happy embrace.	VAu000647377
Tommy Bahama Group, Inc.	Man standing in doorway.	VAu000647378
Tommy Bahama Group, Inc.	Manor de mango : (54) TB31050/9283.	VAu000676342
Tommy Bahama Group, Inc.	Man's feet in sandals.	VAu000647376

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Man's watch 10:10.	VAu000647383
Tommy Bahama Group, Inc.	Mardi Gras mirage : no. (71) TB30557.	VA0001399070
Tommy Bahama Group, Inc.	Margarita bloom : no. (64) TB31355.	VA0001402541
Tommy Bahama Group, Inc.	Marina half price : (54) TB9289.	VAu000676360
TOMMY BAHAMA GROUP, INC.	MARLIN LINE-UP.	VAu000957203
TOMMY BAHAMA GROUP, INC.	MARLIN MAYHEM	VAu000963176
Tommy Bahama Group, Inc.	Martini break : no. (71) TB31432.	VA0001399078
Tommy Bahama Group, Inc.	Martini gras : no. (61) TB31102.	VAu000700439
Tommy Bahama Group, Inc.	Masquerade mix : no. (71) TB31466.	VA0001399081
Tommy Bahama Group, Inc.	Maximum over chill : no. (73) TB9428.	VA0001416748
Tommy Bahama Group, Inc.	Medallion stallion : no. (53) TB30921/9256.	VAu000672934
Tommy Bahama Group, Inc.	Menage a palms : no. (53) TB30940.	VAu000672938
Tommy Bahama Group, Inc.	Mermaid on the rocks : TR2017 (tee)	VAu000744768
Tommy Bahama Group, Inc.	Mexican market ; (53) TB30896 green.	VAu000664534
Tommy Bahama Group, Inc.	Mexican market : no. (53) TB 30896.	VAu000667405
Tommy Bahama Group, Inc.	Miami heatwave : no. (71) TB31453.	VA0001399056

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Mirage collage : (71) TB9421.	VA0001396858
Tommy Bahama Group, Inc.	Mirror palms : (54) TB31019/9279.	VAu000676344
Tommy Bahama Group, Inc.	Mojito montage : no. (73) TB9427.	VA0001416770
Tommy Bahama Group, Inc.	Monkey's wild : no. (53) TB30889.	VAu000672935
Tommy Bahama Group, Inc.	Moonlit jungle : no. TBW30059.	VAu000747032
Tommy Bahama Group, Inc.	Morrow Bay : no. (71) TB9404.	VA0001399061
Tommy Bahama Group, Inc.	Mosaic mambo : no. (61) TB31091.	VAu000700408
Tommy Bahama Group, Inc.	Mr. Martini : no. (71) TB31436.	VA0001401296
Tommy Bahama Group, Inc.	Muscat mirage : no. (73) TB31494.	VA0001416778
Tommy Bahama Group, Inc.	My maharaja : no. (61)TB31138(wovens)/ TB31139(border).	VA0001383820
Tommy Bahama Group, Inc.	Native bird.	VAu000665731
TOMMY BAHAMA GROUP, INC.	NATURAL BORN GRILLER.	VAu000957193
Tommy Bahama Group, Inc.	Nautical anchor.	VA0001427890
Tommy Bahama Group, Inc.	Nautical crest.	VA0001427888
Tommy Bahama Group, Inc.	Networth : T31650 (embroidered shirt)	VAu000744767

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Never ending summer : no. 63 TB31297.	VA0001356794
Tommy Bahama Group, Inc.	New bird.	VAu000665730
Tommy Bahama Group, Inc.	New horizons : no. (54) TB2753B.	VAu000672340
Tommy Bahama Group, Inc.	Nostalgia flower : no. TB (53)30900.	VAu000667413
Tommy Bahama Group, Inc.	Nostalgia Ironwork : no. (53) TB 30931.	VAu000667406
Tommy Bahama Group, Inc.	Nostalgia : no. TB (53)30901.	VAu000667419
Tommy Bahama Group, Inc.	Oasis garden : no. (64)TW30537, TW60234, TW14234.	VAu000734884
Tommy Bahama Group, Inc.	Of Koi-ce : (71) TB31418.	VA0001404800
Tommy Bahama Group, Inc.	Off Shore Rocket.	VAu000956321
Tommy Bahama Group, Inc.	Off the deep end : T31641 (embroidered shirt)	VAu000744764
Tommy Bahama Group, Inc.	Old Havanna : no. TB (53)3899A.	VAu000667415
Tommy Bahama Group, Inc.	On the prowl : no. (53) TB30942/9542.	VAu000672958
Tommy Bahama Group, Inc.	Orchards blossoms bouquet.	VAu000702560
Tommy Bahama Group, Inc.	Orchid sanctuary : no. (54) TB31022.	VAu000672349
Tommy Bahama Group, Inc.	Orchid you out : no. (61) TB31123.	VAu000700413
Tommy Bahama Group, Inc.	Orlando plume : no. (63) TB31233.	VA0001349267

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Ornamental flowers : no. (63)TB2878.	VAu000695529
Tommy Bahama Group, Inc.	Pacific breeze : no. (73) TB31500.	VA0001416753
Tommy Bahama Group, Inc.	Painted palms : (64) TB31351.	VA0001404748
Tommy Bahama Group, Inc.	Paisley daze : no. (61)TB31137(woven)/ TB2779(knits).	VA0001383814
Tommy Bahama Group, Inc.	Paisley of paradise : (63) TB31252.	VA0001356854
Tommy Bahama Group, Inc.	Palm away : (54) TB31052/9275.	VAu000676362
Tommy Bahama Group, Inc.	Palm bounty : (54) TB9293.	VAu000676369
Tommy Bahama Group, Inc.	Palm date : no. (53) TB30922.	VAu000672947
Tommy Bahama Group, Inc.	Palm de provence : (54) TB2747.	VAu000676366
Tommy Bahama Group, Inc.	Palm Desert : no. TB31413.	VA0001398906
Tommy Bahama Group, Inc.	Palm Drive : no. TB30869 : TB2689.	VAu000657926
Tommy Bahama Group, Inc.	Palm eclipse : no. (53) TB30941.	VAu000672936
Tommy Bahama Group, Inc.	Palm flings : (71) TB31403.	VA0001404792
Tommy Bahama Group, Inc.	Palm mirage : no. (61) TB31121.	VAu000700425
Tommy Bahama Group, Inc.	Palm mirage : no. (64)TW60236, TW14230, TW8282.	VAu000734888
Tommy Bahama Group, Inc.	Palm O' Rama : TR747 (golf towel)	VAu000744759

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Palm of fame : no. (61) TB31100.	VAu000700422
Tommy Bahama Group, Inc.	Palm o`rama : no. (71) TB9406.	VA0001399067
Tommy Bahama Group, Inc.	Palm portrait : (54) TB31000.	VAu000676339
Tommy Bahama Group, Inc.	Palm relief : (54) TB9184.	VAu000676338
Tommy Bahama Group, Inc.	Palm Springs postcard : (71) TB31452.	VA0001404793
Tommy Bahama Group, Inc.	Palm tree jungle.	VA0001427891
Tommy Bahama Group, Inc.	Palm tree place : no. (61)TB31149(wovens)/ TB2801(knits).	VA0001383823
Tommy Bahama Group, Inc.	Palmas ; Agua.	VAu000665723
Tommy Bahama Group, Inc.	Palmas ; Limon.	VAu000665724
Tommy Bahama Group, Inc.	Palms together : (54) TBYD2118.	VAu000676354
Tommy Bahama Group, Inc.	Palms unite : no. (73) TB31495.	VA0001416741
Tommy Bahama Group, Inc.	Paradise camp : no. (73) TB31491.	VA0001416765
TOMMY BAHAMA GROUP, INC.	PARADISE DISTILLED.	VAu000957208
Tommy Bahama Group, Inc.	Paradise grand prix.	VAu000703508
Tommy Bahama Group, Inc.	Paradise Hotel silk scarf.	VA0001427899
Tommy Bahama Group, Inc.	Paradise Nation.	VAu000956420

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Paradise nation : no. T20709.	VAu000750261
TOMMY BAHAMA GROUP, INC.	PARADISE ON TAP.	VAu000957206
Tommy Bahama Group, Inc.	Paradise plunder.	VAu000713103
Tommy Bahama Group, Inc.	Paradise Ranch.	VAu000685935
Tommy Bahama Group, Inc.	Paradise Ranch (54) TB31017/9292.	VAu000676352
Tommy Bahama Group, Inc.	Paradise vintage : (54) TB31048.	VAu000676364
Tommy Bahama Group, Inc.	Parrots of the Caribbean : (64) TB31341.	VA0001404755
Tommy Bahama Group, Inc.	Party on : no. (73) TB9447.	VA0001416750
Tommy Bahama Group, Inc.	Passion for paradise : no. (73) TB9440.	VA0001416762
Tommy Bahama Group, Inc.	Peach orchard.	VAu000702567
Tommy Bahama Group, Inc.	Pele palm : no. (71) TB31456.	VA0001399074
Tommy Bahama Group, Inc.	Pelican cigar : no. T31769.	VAu000750259
Tommy Bahama Group, Inc.	Perfume and cologne on table.	VAu000647367
Tommy Bahama Group, Inc.	Phuket palms : (71) TB31422.	VA0001404791
Tommy Bahama Group, Inc.	Pier fun : no. (61) TB31080.	VAu000700441
Tommy Bahama Group, Inc.	Pina piñata : (54) TB31073.	VAu000676340

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Pineapple express : no. T31715.	VAu000750260
Tommy Bahama Group, Inc.	Pineapple fiesta : no. (71) TB31450.	VA0001399072
Tommy Bahama Group, Inc.	Pineapple oasis : no. (71) TB31437.	VA0001399062
Tommy Bahama Group, Inc.	Pineapple pop : no. (54) TB30981, (54) TB31032.	VAu000672346
Tommy Bahama Group, Inc.	Pineapple progression : no. (53) TB30880/9261.	VAu000672948
Tommy Bahama Group, Inc.	Pineapple rodeo.	VAu000685934
Tommy Bahama Group, Inc.	Pineapple row : no. (73) TB31482.	VA0001416771
Tommy Bahama Group, Inc.	Pineapple splash : (71) TB9409.	VA0001396862
Tommy Bahama Group, Inc.	Pineapple tumble : no. (71) TB31414.	VA0001399076
Tommy Bahama Group, Inc.	Pineapple voodoo : no. TB (53)30909.	VAu000667408
Tommy Bahama Group, Inc.	Pineapples in bowl.	VAu000668306
Tommy Bahama Group, Inc.	Pineapple salsa : no. (53) TB30769.	VAu000672959
Tommy Bahama Group, Inc.	Pisces rising : no. (53) TB30887.	VAu000672945
Tommy Bahama Group, Inc.	Place to be scene : (64) TB9371.	VA0001404760
Tommy Bahama Group, Inc.	Plaiding it cool : no. (61) TB9309.	VAu000700415
Tommy Bahama Group, Inc.	Playful poppies : no. (54) TB2741, (54) TB31033.	VAu000672335

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Plumeria garden : no. (61)TB31229.	VA0001383826
Tommy Bahama Group, Inc.	Plumeria palace : (64) TB31358.	VA0001404759
Tommy Bahama Group, Inc.	Polly's vacation : no. 63 TB31279.	VA0001356797
Tommy Bahama Group, Inc.	Ponderosa pineapples: (64) TB31399.	VA0001404768
Tommy Bahama Group, Inc.	Pool flower : GP106.	VA0001404788
Tommy Bahama Group, Inc.	Poolside tropics : (71) TB9405.	VA0001404778
Tommy Bahama Group, Inc.	Pop of Waikiki : no. (53) TB30952.	VAu000672939
Tommy Bahama Group, Inc.	Porcelain postcard motif box.	VAu000685939
Tommy Bahama Group, Inc.	Porcelain postcard motif tray.	VAu000685940
Tommy Bahama Group, Inc.	Portuguese medallion : no. TBW30064.	VAu000747016
Tommy Bahama Group, Inc.	Pro Hammock Tester.	VAu000956328
Tommy Bahama Group, Inc.	Proleisure tour : TR749 (golf towel)	VAu000744770
Tommy Bahama Group, Inc.	Prowling around : (63) TB31256.	VA0001356855
Tommy Bahama Group, Inc.	Que syrah : no. (73) TB31527.	VA0001416746
Tommy Bahama Group, Inc.	Queen of Sheba : no. (61)TB31193.	VA0001383817
Tommy Bahama Group, Inc.	Rainforest retreat : no. (54) TB2752, (54) TB31023.	VAu000672353

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Real estate : no. (53) TB31043.	VAu000672951
Tommy Bahama Group, Inc.	Relax resort : (71) TB9420.	VA0001396864
Tommy Bahama Group, Inc.	Relaxcursion : no. (73) TB9433.	VA0001416743
Tommy Bahama Group, Inc.	Rendezvous : no. (53) TB2703.	VAu000667414
Tommy Bahama Group, Inc.	Rest & relaxation : (64) TB9377.	VA0001404775
Tommy Bahama Group, Inc.	Rest with the best : TR733 (beach towel).	VAu000744760
Tommy Bahama Group, Inc.	(Retail special) : no. (73) TB31537.	VA0001416751
Tommy Bahama Group, Inc.	(Retail special) : no. (73) TB31546.	VA0001416768
Tommy Bahama Group, Inc.	Retro palms : (71) TB31401.	VA0001404789
Tommy Bahama Group, Inc.	Ride the tip.	VAu000703510
TOMMY BAHAMA GROUP, INC.	RIDE'EM COWBOYS.	VAu000957465
Tommy Bahama Group, Inc.	Riviera racer : (64) TB31359.	VA0001404745
Tommy Bahama Group, Inc.	Road princess.	VAu000725446
Tommy Bahama Group, Inc.	Romance island : no. TB (53)30955.	VAu000667407
Tommy Bahama Group, Inc.	Royal hibiscus : (64) TB31074.	VA0001404753
Tommy Bahama Group, Inc.	Royal lush : (54) TB30994.	VAu000676361

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Rug with plam tree leaf pattern.	VAu000647380
Tommy Bahama Group, Inc.	Rug with plant vine pattern.	VAu000647379
Tommy Bahama Group, Inc.	Rum punch : (64) TB31343.	VA0001404746
Tommy Bahama Group, Inc.	Safari so good : (54) TB2748.	VAu000676365
Tommy Bahama Group, Inc.	Sand dollar : no. (61) TB9303.	VAu000700443
Tommy Bahama Group, Inc.	Santa cruise : (54) TB31007.	VAu000676348
Tommy Bahama Group, Inc.	Santa Cruise : (71) TB9402.	VA0001404777
Tommy Bahama Group, Inc.	Scenic seeker : no. (61) TB9355.	VAu000700416
Tommy Bahama Group, Inc.	Sea bubbles: no. (54) TB30993.	VAu000672341
Tommy Bahama Group, Inc.	Sea gardens : no. (61) TB31079.	VAu000700435
Tommy Bahama Group, Inc.	Sea you lei'ter : (71) TB9390.	VA0001404780
Tommy Bahama Group, Inc.	Seaflower stripe : no. 63 TB31298, TB9364	VA0001356798
Tommy Bahama Group, Inc.	Seas the day.	VAu000713100
Tommy Bahama Group, Inc.	Seascape : no. (61)TB31232.	VA0001383825
Tommy Bahama Group, Inc.	Seaspray : (63) TB31295.	VA0001356866
Tommy Bahama Group, Inc.	SeaView soon : no. (73) TB9431.	VA0001416772

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Shade lounger : no. (73) TB31503.	VA0001416776
Tommy Bahama Group, Inc.	Shades of paradise : no. (61)TB31150.	VA0001383827
Tommy Bahama Group, Inc.	Shadow play (mix) : no. (53) TB30910.	VAu000667401
Tommy Bahama Group, Inc.	Shadowplay : no. (53) 30911B.	VAu000667400
Tommy Bahama Group, Inc.	Shady lady.	VAu000725439
Tommy Bahama Group, Inc.	Shark Date Club.	VAu000685942
Tommy Bahama Group, Inc.	She's camera ready.	VAu000725447
Tommy Bahama Group, Inc.	Shore leave : (64) TB31348.	VA0001404743
Tommy Bahama Group, Inc.	Shore thing : (63) TB9351.	VA0001356857
Tommy Bahama Group, Inc.	Show stopper : no. (61) TB31120.	VAu000700433
Tommy Bahama Group, Inc.	Showering flowers : no. (54) TB2742.	VAu000672336
Tommy Bahama Group, Inc.	Siesta stamp : no. TB (53)30893.	VAu000667416
Tommy Bahama Group, Inc.	Siesta stripe : no. (53) TB 30892.	VAu000667403
TOMMY BAHAMA GROUP, INC.	SIGNS OF LIFE.	VAu000957194
Tommy Bahama Group, Inc.	Silly for Chantilly : no. (63)TB2871.	VAu000695534
Tommy Bahama Group, Inc.	Sip back and relax : (71) TB9417.	VA0001396859

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<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Sip back and relax : TR748 (Golf towel).	VAu000744761
Tommy Bahama Group, Inc.	Sky hi : (64) TB9368	VA0001404744
Tommy Bahama Group, Inc.	Soul in one : (64) TB9248	VA0001404754
Tommy Bahama Group, Inc.	Speckles and spots.	VAu000702563
Tommy Bahama Group, Inc.	Spice island floral : no. (54) TB30996	VAu000672350
Tommy Bahama Group, Inc.	Spice of life.	VAu000702565
Tommy Bahama Group, Inc.	Spin cycle : (64) TB9380.	VA0001404742
Tommy Bahama Group, Inc.	Splitting image : no. (63) TB31259.	VA0001349266
TOMMY BAHAMA GROUP, INC.	ST. CROIX LANES.	VAu000957466
Tommy Bahama Group, Inc.	Star flower.	VAu000702566
Tommy Bahama Group, Inc.	Sugar blossom : GP113.	VA0001404799
Tommy Bahama Group, Inc.	Sultry shades : no. (53) TB 30932.	VAu000667404
Tommy Bahama Group, Inc.	Sun orchid : no. (64)TW65133, TW14209, TW60221.	VAu000734885
Tommy Bahama Group, Inc.	Sunpower : (54) TBYD3158.	VAu000676336
Tommy Bahama Group, Inc.	Sunrise shadow : no. (63)TB31385.	VAu000695533
Tommy Bahama Group, Inc.	Sunset rally : (63) TB9334.	VA0001356868

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CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Sunset rally : (71) TB9334.	VA0001404801
Tommy Bahama Group, Inc.	Sunshine smile : no. (61)TB2791.	VA0001383831
Tommy Bahama Group, Inc.	Sunshine through the mist : no. (54) TB31062.	VAu000672338
Tommy Bahama Group, Inc.	Sunshine wink : no. (61)TB2791 knits/TB3114/ wovens.	VA0001383813
Tommy Bahama Group, Inc.	Sweet silence : no. (54) TB31021.	VAu000672355
Tommy Bahama Group, Inc.	Swinging palms : no. (53) TB31044.	VAu000672943
Tommy Bahama Group, Inc.	Swizzle stripe : GP109.	VA0001404797
TOMMY BAHAMA GROUP, INC.	T32321.	VAu000971102
TOMMY BAHAMA GROUP, INC.	T32422.	VAu000971107
TOMMY BAHAMA GROUP, INC.	T32423.	VAu000971109
TOMMY BAHAMA GROUP, INC.	T32439.	VAu000977547
Tommy Bahama Group, Inc.	T32446.	VAu000977545
TOMMY BAHAMA GROUP, INC.	T32488.	VAu000977546
Tommy Bahama Group, Inc.	Tahiti orchid : no. TBW30055.	VAu000747025
Tommy Bahama Group, Inc.	Tahitian fields : no. (71) TB9407.	VA0001399069
Tommy Bahama Group, Inc.	Tahitian sunset.	VA0001427896

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Tails fo sic sea : no. (73) TB9414.	VA0001416755
Tommy Bahama Group, Inc.	Take a dip : (63) TB31272.	VA0001356867
Tommy Bahama Group, Inc.	Take me there : no. (54) TB30780.	VAu000672343
Tommy Bahama Group, Inc.	Taravao leaves : no. TBEM1017.	VAu000747020
Tommy Bahama Group, Inc.	Tarpon Bay : (71) TB31427.	VA0001396865
Tommy Bahama Group, Inc.	TB relax wall sign : FH9107 (wall sign)	VAu000744765
TOMMY BAHAMA GROUP, INC.	TBW 2052 LAGUNA VINE.	VAu000961529
TOMMY BAHAMA GROUP, INC.	TBW 2060 HONOLULU FLORAL.	VAu000961531
TOMMY BAHAMA GROUP, INC.	TBW 30112.	VAu000961512
TOMMY BAHAMA GROUP, INC.	TBW 30116 TROICAL TRELIS STRIPE.	VAu000961517
TOMMY BAHAMA GROUP, INC.	TBW 30133 MOD.	VAu000961514
TOMMY BAHAMA GROUP, INC.	TBW 30143 BAMBOO BEACH.	VAu000961530
TOMMY BAHAMA GROUP, INC.	TBW 30144 70'S FLORAL PRINT SCARF.	VAu000961528
TOMMY BAHAMA GROUP, INC.	TBW 30146 PARADISE FLORAL.	VAu000961516
TOMMY BAHAMA GROUP, INC.	TBW2039.	VA0001653488
TOMMY BAHAMA GROUP, INC.	TBW2040.	VA0001653485

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	TBW2047.	VA0001653352
TOMMY BAHAMA GROUP, INC.	TBW2050 70'S FLORAL DRESS.	VAu000961547
TOMMY BAHAMA GROUP, INC.	TBW2051 CHAIN PRINT.	VAu000961549
TOMMY BAHAMA GROUP, INC.	TBW2058 BALINESE BREEZE.	VAu000961539
TOMMY BAHAMA GROUP, INC.	TBW2059 ZUMA LEAF.	VAu000961532
TOMMY BAHAMA GROUP, INC.	TBW2062 LATTICE GEO.	VAu000961548
TOMMY BAHAMA GROUP, INC.	TBW2069.	VAu000971963
TOMMY BAHAMA GROUP, INC.	TBW2072	VAu000971866
TOMMY BAHAMA GROUP, INC.	TBW2075.	VAu000971933
TOMMY BAHAMA GROUP, INC.	TBW2077.	VAu000971897
TOMMY BAHAMA GROUP, INC.	TBW2078.	VAu000971864
TOMMY BAHAMA GROUP, INC.	TBW2084.	VA0001647581
TOMMY BAHAMA GROUP, INC.	TBW2087.	VA0001647584
TOMMY BAHAMA GROUP, INC.	TBW2089.	VA0001647556
TOMMY BAHAMA GROUP, INC.	TBW2090.	VA0001647579
TOMMY BAHAMA GROUP, INC.	TBW2095.	VA0001647583

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	TBW2096.	VA0001647585
TOMMY BAHAMA GROUP, INC.	TBW2106.	VA0001653563
TOMMY BAHAMA GROUP, INC.	TBW2107.	VA0001653564
TOMMY BAHAMA GROUP, INC.	TBW2115.	VA0001653566
TOMMY BAHAMA GROUP, INC.	TBW30069.	VA0001653359
TOMMY BAHAMA GROUP, INC.	TBW30080.	VA0001653346
TOMMY BAHAMA GROUP, INC.	TBW30082.	VA0001653357
TOMMY BAHAMA GROUP, INC.	TBW30084 : Paisley (Chambray).	VA0001653350
TOMMY BAHAMA GROUP, INC.	TBW30085.	VA0001653487
TOMMY BAHAMA GROUP, INC.	TBW30090.	VA0001653317
TOMMY BAHAMA GROUP, INC.	TBW30091.	VA0001653355
TOMMY BAHAMA GROUP, INC.	TBW30093.	VA0001653319
TOMMY BAHAMA GROUP, INC.	TBW30095.	VA0001653489
TOMMY BAHAMA GROUP, INC.	TBW30096.	VA0001653321
TOMMY BAHAMA GROUP, INC.	TBW30099.	VA0001653322
TOMMY BAHAMA GROUP, INC.	TBW30100/02 Moonlit Medallion.	VA0001653478

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	TBW30101.	VA0001653482
TOMMY BAHAMA GROUP, INC.	TBW30104.	VA0001653318
TOMMY BAHAMA GROUP, INC.	TBW30109 PASSION PAISLEY.	VAu000961535
TOMMY BAHAMA GROUP, INC.	TBW30110 70'S FLORAL SLEEVELESS.	VAu000961538
TOMMY BAHAMA GROUP, INC.	TBW30118 DAMASK PRINT.	VAu000961533
TOMMY BAHAMA GROUP, INC.	TBW30124 FLORAL SPRAY SHIRT.	VAu000961544
TOMMY BAHAMA GROUP, INC.	TBW30125 RIBBON FLORAL.	VAu000961546
TOMMY BAHAMA GROUP, INC.	TBW30128.	VA0001654442
TOMMY BAHAMA GROUP, INC.	TBW30136 SUMMER SOLSTICE.	VAu000980132
TOMMY BAHAMA GROUP, INC.	TBW30137 SUN DAZE.	VAu000961537
TOMMY BAHAMA GROUP, INC.	TBW30148 ZEBRA PRINT.	VAu000980133
TOMMY BAHAMA GROUP, INC.	TBW30150.	VAu000971879
TOMMY BAHAMA GROUP, INC.	TBW30152.	VAu000971931
TOMMY BAHAMA GROUP, INC.	TBW30155.	VAu000971872
TOMMY BAHAMA GROUP, INC.	TBW30156.	VAu000971874
TOMMY BAHAMA GROUP, INC.	TBW30160.	VAu000971877

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
TOMMY BAHAMA GROUP, INC.	TBW30164.	VAu000971962
TOMMY BAHAMA GROUP, INC.	TBW30171.	VAu000971875
TOMMY BAHAMA GROUP, INC.	TBW30185.	VA0001647552
TOMMY BAHAMA GROUP, INC.	TBW30189.	VA0001647580
TOMMY BAHAMA GROUP, INC.	TBW30195.	VA0001647582
TOMMY BAHAMA GROUP, INC.	TBW30214.	VA0001653658
TOMMY BAHAMA GROUP, INC.	TBW30215.	VA0001653521
TOMMY BAHAMA GROUP, INC.	TBW30216.	VA0001653661
TOMMY BAHAMA GROUP, INC.	TBW30219.	VA0001653568
TOMMY BAHAMA GROUP, INC.	TBW30223.	VA0001653659
TOMMY BAHAMA GROUP, INC.	TBWYD3051.	VA0001653492
Tommy Bahama Group, Inc.	Temptation floral : no. TB (53)30903.	VAu000667417
Tommy Bahama Group, Inc.	Temptation floral : no. TB30903.	VAu000747028
Tommy Bahama Group, Inc.	Terrace tile.	VA0001427889
Tommy Bahama Group, Inc.	Thai bo : no. (71) TB31457.	VA0001399060
Tommy Bahama Group, Inc.	Thai that vines : no. (71) TB31419.	VA0001399080

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Thousand temple border : no. (61)TB31210(knits)/TB2811 (knits)/TB31086(border)	VA0001383832
Tommy Bahama Group, Inc.	Ticket to relax : no. (53) TB31045.	VAu000672931
Tommy Bahama Group, Inc.	Tie dye mai tai : no. (61) TB9327.	VAu000700432
Tommy Bahama Group, Inc.	Tigris floral : no. (54) TB2740, (54) TB30983.	VAu000672339
Tommy Bahama Group, Inc.	Tikka taxi : (63) TB31242.	VA0001356869
Tommy Bahama Group, Inc.	Tiles of Tangier : no. (61)TB31215.	VA0001383821
Tommy Bahama Group, Inc.	Toast to libation.	VAu000713102
Tommy Bahama Group, Inc.	Tommy Bahama-Bull Shot Lounge	VAu000963371
Tommy Bahama Group, Inc.	TOMMY BAHAMA-FLAGS OF LEISURE.	VAu000963422
Tommy Bahama Group, Inc.	Tommy Bahama-Just Another Day in Paradise.	VAu000963414
Tommy Bahama Group, Inc.	TOMMY BAHAMA RELAX.	VAu000956338
Tommy Bahama Group, Inc.	Tommy on the Boat.	VA0001385338
Tommy Bahama Group, Inc.	Tonal tide seeker : no. (61) TB9306.	VAu000700423
Tommy Bahama Group, Inc.	Tonal Tommy : no. (53) TB30882/9252.	VAu000672961
Tommy Bahama Group, Inc.	Toucan Santa : (64) TB31340.	VA0001409449

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CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Tour de lei : (54) TB2745.	VAu000676359
TOMMY BAHAMA GROUP, INC.	TR2240/TR2275.	VAu000971110
TOMMY BAHAMA GROUP, INC.	TR2261.	VAu000977559
TOMMY BAHAMA GROUP, INC.	TR7042G.	VAu000977587
TOMMY BAHAMA GROUP, INC.	TR7044.	VAu000971111
TOMMY BAHAMA GROUP, INC.	TR7047.	VAu000977573
TOMMY BAHAMA GROUP, INC.	TR7050.	VAu000977575
TOMMY BAHAMA GROUP, INC.	TR7051.	VAu000977578
TOMMY BAHAMA GROUP, INC.	TR7053.	VAu000977560
TOMMY BAHAMA GROUP, INC.	TR7054.	VAu000977588
Tommy Bahama Group, Inc.	Treasure reef : (64) TB31346.	VA0001399044
Tommy Bahama Group, Inc.	Tribal chevron : no. (63)TB2853.	VAu000695532
Tommy Bahama Group, Inc.	Tropic view : no. (71) TB31435.	VA0001399063
Tommy Bahama Group, Inc.	Tropical combustion : no. (53) TB9266.	VAu000672932
Tommy Bahama Group, Inc.	Tropical garland : no. (54) TB31055, (54) TBYD3169.	VAu000672342
Tommy Bahama Group, Inc.	Tropical market : no. (61)TB31147.	VA0001383833

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CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Tropical maze : no. (73) TB31484.	VA0001416745
Tommy Bahama Group, Inc.	Tropical tattoo : no. (61)TB2778.	VA0001383818
Tommy Bahama Group, Inc.	Tropical toile : no. (53) TB30891.	VAu000667411
Tommy Bahama Group, Inc.	Tropical treasure : no. (54) TB30990.	VAu000672354
Tommy Bahama Group, Inc.	Tropical tsunami : no. (53) TB30946.	VAu000672950
Tommy Bahama Group, Inc.	Tropicali : (71) TB9412.	VA0001396860
Tommy Bahama Group, Inc.	Tropicana : La Rosa : And azur ... [et al.]	VAu000678183
Tommy Bahama Group, Inc.	Tropicana : Limon : And agua.	VAu000678184
Tommy Bahama Group, Inc.	Tutti fruity : no. (61)TB31142 (woven)/TB2787(knits)	VA0001383830
Tommy Bahama Group, Inc.	Twice as nice : no. (53) TB30950.	VAu000672954
Tommy Bahama Group, Inc.	Twin fantasy : no. (53) TB30917.	VAu000672962
TOMMY BAHAMA GROUP, INC.	TWYD3058.	VA0001653342
Tommy Bahama Group, Inc.	Uke-lady luau : (54) TB31040.	VAu000676345
Tommy Bahama Group, Inc.	Ukulei-lei boxer : (54) TB9549.	VAu000676343
Tommy Bahama Group, Inc.	U'ma favorite camp : no. (73) TB31514.	VA0001416747
Tommy Bahama Group, Inc.	Underwater fantasy : no. (53) TB30934.	VAu000672955

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Undivided attention : no. (61) TB31089.	VAu000700442
Tommy Bahama Group, Inc.	Uno, dos palms : (64) TB31353.	VA0001404771
Tommy Bahama Group, Inc.	Upstream vintage : (54) TBYD3182.	VAu000676349
Tommy Bahama Group, Inc.	Vacation fascination : no. (73) TB9439.	VA0001416773
Tommy Bahama Group, Inc.	Vacation station : no. (53) TB31042.	VAu000672930
Tommy Bahama Group, Inc.	Valley floral : no. (73) TB31507.	VA0001416766
Tommy Bahama Group, Inc.	Valley Isle : (64) TB31368.	VA0001404747
Tommy Bahama Group, Inc.	Veranda vista : (64) TB31369.	VA0001399043
Tommy Bahama Group, Inc.	Veranda Vixen.	VAu000725441
Tommy Bahama Group, Inc.	View bayou : no. (61) TB31197.	VAu000700419
Tommy Bahama Group, Inc.	Vintage view : no. (73) TB31499.	VA0001416777
Tommy Bahama Group, Inc.	Viva Las Flores ; Azul.	VAu000665722
Tommy Bahama Group, Inc.	Viva Las Flores ; Rojo.	VAu000665721
Tommy Bahama Group, Inc.	Volksdragon : no. (73) TB9429.	VA0001416749
Tommy Bahama Group, Inc.	Wake 'n' bake : no. (73) TB9437.	VA0001416757
Tommy Bahama Group, Inc.	Walk the plank : no. (64) TB31342.	VA0001402542

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Waves of hibiscus light : no. (53) TW 30919.	VAu000667398
Tommy Bahama Group, Inc.	Waves of hibiscus momingsky spadacini : no. (53) TB 30919.	VAu000667399
Tommy Bahama Group, Inc.	Waves of hibiscus : no. (53)TB2712.	VAu000667396
Tommy Bahama Group, Inc.	Waving palms.	VA0001427901
Tommy Bahama Group, Inc.	Weave no alone : no. (61) TB31093.	VAu000700426
Tommy Bahama Group, Inc.	Welcome to Bermuda shirt.	VA0001427894
Tommy Bahama Group, Inc.	West wind : no. (53) TB2713.	VAu000672940
Tommy Bahama Group, Inc.	White Sands Bocce League.	VAu000956323
Tommy Bahama Group, Inc.	Wild side floral : no. (54) TB31027, (54) TB14058.	VAu000672351
Tommy Bahama Group, Inc.	Windward : no. (53) TB30879.	VAu000672944
Tommy Bahama Group, Inc.	Windward walk : no. (53)TB 2699.	VAu000667394
Tommy Bahama Group, Inc.	Windward walk : no. (53)TB 30913.	VAu000667393
Tommy Bahama Group, Inc.	Windward walk : no. (53)TB30913.	VAu000667395
Tommy Bahama Group, Inc.	Without reservation.	VAu000713101
Tommy Bahama Group, Inc.	Woman in the wind.	VAu000668304
Tommy Bahama Group, Inc.	Woman smiling wearing watch.	VAu000668303

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Woman's shoe in iron tray.	VAu000647374
Tommy Bahama Group, Inc.	Women standing with hands on hips.	VAu000647371
Tommy Bahama Group, Inc.	Women's shoes on rock.	VAu000647369
Tommy Bahama Group, Inc.	Women's watch on rock.	VAu000647370
Tommy Bahama Group, Inc.	Wu garden : no. (61) TB31111.	VAu000700427
Tommy Bahama Group, Inc.	Yacht on a sunset sail.	VAu000668307
Tommy Bahama Group, Inc.	Yes! Siam : (71) TB31421.	VA0001404796
Tommy Bahama Group, Inc.	Zanzi medallion : no. TBW30063.	VAu000747017
Tommy Bahama Group, Inc.	Zanzi paisley : no. TBW30058.	VAu000747026
Tommy Bahama Group, Inc.	Zanzibar.	VAu000703260
Tommy Bahama Group, Inc.	ZEN TINI.	VAu000965370
Tommy Bahama Group, Inc.	AFICINOADO DE RELAXO	pending
Tommy Bahama Group, Inc.	A-Gust-of-Floral	pending
Tommy Bahama Group, Inc.	Bahama Forest	pending
Tommy Bahama Group, Inc.	Ben Around the World	pending
Tommy Bahama Group, Inc.	Birds of Paradise	pending

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	California Cove	pending
Tommy Bahama Group, Inc.	Chillin' By Number	pending
Tommy Bahama Group, Inc.	Chillin' With the Stars	pending
Tommy Bahama Group, Inc.	Club Casbah	pending
Tommy Bahama Group, Inc.	Costa Palma	pending
Tommy Bahama Group, Inc.	Del Fuego	pending
Tommy Bahama Group, Inc.	DEPT. OF FISH & GAMES	pending
Tommy Bahama Group, Inc.	DIVERSIFIED MUTUAL FUN	pending
Tommy Bahama Group, Inc.	Durbur Hall Paisley	pending
Tommy Bahama Group, Inc.	Estrella Nights	pending
Tommy Bahama Group, Inc.	Flip-A-Koi	pending
Tommy Bahama Group, Inc.	Flip-A-Koi	pending
Tommy Bahama Group, Inc.	Fronde, James Frond	pending
Tommy Bahama Group, Inc.	Get in the Game Spectator	pending
Tommy Bahama Group, Inc.	GRAPE EXPECTATIONS	pending
Tommy Bahama Group, Inc.	GREEN PARTY HULA	pending

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	HAWAII 50TH ANNIVERSARY	pending
Tommy Bahama Group, Inc.	Hot House Hibiscus	pending
Tommy Bahama Group, Inc.	Hula Looking At	pending
Tommy Bahama Group, Inc.	ISLAND CHOPPERS	pending
Tommy Bahama Group, Inc.	Jean Luc	pending
Tommy Bahama Group, Inc.	Larger Than Leaf	pending
Tommy Bahama Group, Inc.	Leaf of Fortune	pending
Tommy Bahama Group, Inc.	Leaf of Mine	pending
Tommy Bahama Group, Inc.	Leafing Las Vegas	pending
Tommy Bahama Group, Inc.	Lotus Rain	pending
Tommy Bahama Group, Inc.	Malolo	pending
Tommy Bahama Group, Inc.	Marlin Miranda	pending
Tommy Bahama Group, Inc.	Maui Mambo	pending
Tommy Bahama Group, Inc.	Miami Dice	pending
Tommy Bahama Group, Inc.	NEW YORK SLAMMER	pending
Tommy Bahama Group, Inc.	Paisley Parkway	pending

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Tommy Bahama Group, Inc.	Palm D'ore	pending
Tommy Bahama Group, Inc.	Paradise du Jour	pending
Tommy Bahama Group, Inc.	PARADISE HOPPER	pending
Tommy Bahama Group, Inc.	Paradise Plummage	pending
Tommy Bahama Group, Inc.	Party Gras	pending
Tommy Bahama Group, Inc.	Pineapple Pin-up	pending
Tommy Bahama Group, Inc.	Place of Winds	pending
Tommy Bahama Group, Inc.	Regal Roulette	pending
Tommy Bahama Group, Inc.	Revenge of the Birds	pending
Tommy Bahama Group, Inc.	Road Trippin'	pending
Tommy Bahama Group, Inc.	SAFARI PREMIUM CIGARS	pending
Tommy Bahama Group, Inc.	Shock Waves	pending
Tommy Bahama Group, Inc.	SIGNS OF RELAXATION	pending
Tommy Bahama Group, Inc.	Sir Toss-a-lot	pending
Tommy Bahama Group, Inc.	STADIUM BLEND CIGARS	pending
Tommy Bahama Group, Inc.	Sugar Cane	pending

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Tiki Palms	pending
Tommy Bahama Group, Inc.	TIKI TINI LOUNGE	pending
Tommy Bahama Group, Inc.	Tropical Traveler	pending
Tommy Bahama Group, Inc.	Tropics of Tini	pending
Tommy Bahama Group, Inc.	Waimea Bay	pending
Tommy Bahama Group, Inc.	Welcome to the Jungle	pending
Tommy Bahama Group, Inc.	YOU CAN TOUCAN LOUNGE	pending
Tommy Bahama Group, Inc.	Zululander	pending

#### SCHEDULE 4

##### INTELLECTUAL PROPERTY LICENSES

- License Agreement between Geoffrey Beene, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated January 31, 2000 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between Levi Strauss & Co. (Licensor) and Oxford Industries, Inc. (Licensee), dated November 30, 2006 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between L-K Enterprises, LLC (Licensor) and Oxford Industries, Inc. (Licensee), dated December 12, 2001 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between JRA Trademarks Co., Ltd. (Licensor) and Oxford Industries, Inc. (Licensee), dated as of January 1, 2007 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between Levi Strauss & Co. (Licensor) and Oxford Industries, Inc. (Licensee), dated November 30, 2006 (as amended, modified or supplemented on or prior to June 30, 2009); please note that new license agreement being negotiated as of January 31, 2009
- License Agreement by and between Patch Licensing, LLC (Licensor) and Oxford Industries, Inc. (Licensee), dated as of August 10, 2006 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between Kenneth Cole Productions, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated February 19, 2007 (as amended, modified or supplemented on or prior to June 30, 2009)
- Sublicense Agreement by and among, Kenneth Cole Productions, Inc. (Licensor), Oxford Industries, Inc. (Sublicensor), and Gruner & Company, Inc. (Sublicensee), dated March 25, 2009 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between Jack Daniel's Properties, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), entered September 29, 2008 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between Oxford Industries, Inc. (Licensee) and Dal Dielo LLC (Licensor), entered April 1, 2008 (as amended, modified or supplemented on or prior to June 30, 2009); notice of exercise of termination right delivered by Oxford Industries, Inc. on or about June 22, 2009, which, subject to the terms and conditions of the license agreement, would become effective thirty (30) days following notice
- License Agreement by and between Ben Sherman Group, Ltd. (Licensor) and S.F.I. Apparel Corp. (Licensee), entered December 21, 2004
- License Agreement by and between Ben Sherman Group, Ltd. (Licensor) and Oxford Industries, Inc. (Licensee), entered May 1, 2005 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between IMG Worldwide, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), entered February 4, 2009 (as amended, modified or supplemented on or prior to June 30, 2009)



- Trademark License Agreement, dated as of December 31, 2008, between Oxford Industries, Inc. and Gruner & Co., Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of January 31, 2008, between Oxford Industries, Inc. and Randa Corp. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of January 1, 2006, between Tommy Bahama Group, Inc. and Advance Watch Company, Ltd. (as amended, modified or supplemented on or prior to June 30, 2009); please note that receipt of fully executed new license agreement between parties pending as of June 30, 2009
  - Trademark License Agreement, dated as of February 2004, between Tommy Bahama Group, Inc. and Altair Eyewear (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of March 10, 2004, between Tommy Bahama Group, Inc. and Emerson Air Comfort Products, a division of Emerson Electric Co. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of June 22, 2004, between Tommy Bahama Group, Inc. and Gemini Cosmetics, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of January 1, 2004, between Tommy Bahama Group, Inc. and Lexington Furniture Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of February 12, 2007, between Tommy Bahama Group, Inc. and Revman International, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of March 10, 2008, between Tommy Bahama Group, Inc. and Down-Lite International, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of May 1, 2008, between Tommy Bahama Group, Inc. and Essential Amenities, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of October 20, 2008, between Tommy Bahama Group, Inc. and P/K Lifestyles, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of January 9, 2009, between Tommy Bahama Group, Inc. and Bardwil Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of July 1, 2004, between Tommy Bahama Group, Inc. and Shaw Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
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- Trademark License Agreement, dated as of December 5, 2005, between Tommy Bahama Group, Inc. and Sidney Frank Importing Company, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of June 1, 2006, between Tommy Bahama Group, Inc. and Ambiance Collections, LLC (as amended, modified or supplemented on or prior to June 30, 2009); please note that termination delivered by Tommy Bahama would have become effective in February 16, 2009 except that Ambiance Collections, LLC filed for bankruptcy shortly prior to the date on which such termination would become effective (bankruptcy case still pending)
  - Trademark License Agreement, dated as of October 3, 2006, between Tommy Bahama Group, Inc. and Badanco Enterprises, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of May 2006, between Tommy Bahama Group, Inc. and Hi-Tex, Inc., d/b/a Crypton Super Fabrics (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of June 29, 2006, between Tommy Bahama Group, Inc. and Sunbury Textile Mills, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of March 5, 2007, between Tommy Bahama Group, Inc. and York Wallcoverings, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of January 12, 2009, between Tommy Bahama Group, Inc. and Meadowcraft, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of April 28, 2009, between Tommy Bahama Group, Inc. and All-aluminum Products Inc., d/b/a Rio Brands Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of May 11, 2009, between Tommy Bahama Group, Inc. and totes Isotoner Corporation (as amended, modified or supplemented on or prior to June 30, 2009)
  - Implied licenses exist between Tommy Bahama Group, Inc. and its subsidiaries Tommy Bahama R&R Holdings, Inc., Tommy Bahama Beverages, LLC and Tommy Bahama Texas Beverages, LLC and Tommy Bahama Group, Inc. and Viewpoint Marketing, Inc. with respect to use of the Tommy Bahama and related trademarks in connection with the operation of retail stores and restaurants, an e-Commerce business and/or a gift card business
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**SCHEDULE 5**

**PATENTS**

US Patent Application No. 11/590,690 Stain Resistant Interlining for Clothing; filed October 31, 2006 by Oxford Industries, Inc.

US Provisional Application No. 60/947,507 Shirt with Woven Pleats; filed July 2, 2007 by Oxford Industries, Inc.; Conversion application filed July 2, 2008.

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**SCHEDULE 6**

**U.S. TRADEMARKS AND U.S. TRADEMARK LICENSES AND APPLICATIONS FOR REGISTRATION**

**U.S. Trademarks and Applications for Registration**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
ARNOLD BRANT	SFI of Oxford Acquisition Corporation	74577159	2074835	7/1/97
SILVERSTONE	SFI of Oxford Acquisition Corporation	77057223	3474558	7/29/08
ARNOLD BRANT	SFI of Oxford Acquisition Corporation	78385288	3115974	7/18/06
MARANZONE	SFI of Oxford Acquisition Corporation	78721972	3285664	8/28/07
MARANZONE UOMO	SFI of Oxford Acquisition Corporation	78721978	3267761	7/24/07
SFI	SFI of Oxford Acquisition Corporation	75177722	2151434	4/14/98
OXFORD	Piedmont Apparel Corporation	78354017	3003702	10/4/05
OXFORD SHIRTINGS	Piedmont Apparel Corporation	73729102	1663863	11/5/91
LANIER CLOTHES	Piedmont Apparel Corporation	73012493	1001567	1/14/75

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<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78785539	Pending	
TOMMY BAHAMA GOLDEN SUN	Tommy Bahama Group, Inc.	78838489	3552004	12/23/08
GOLDEN SUN	Tommy Bahama Group, Inc.	78838493	3541961	12/2/08
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78623189	3502989	9/16/08
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78976654	3074797	3/28/06
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78975254	2872869	8/10/04
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78968024	3227991	4/10/07
TOMMY BAHAMA EST. 1993 RELAX	Tommy Bahama Group, Inc.	78868344	3274843	8/7/07
TOMMY BAHAMA RELAX QUALITY SINCE 1993	Tommy Bahama Group, Inc.	78868314	3264623	7/17/07
TOMMY BAHAMA RELAX	Tommy Bahama Group, Inc.	78860957	3327650	10/30/07
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78856819	3198912	1/16/07
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78725865	3120783	7/25/06
INDIGO PALMS	Tommy Bahama Group, Inc.	78718945	3138846	9/5/06
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78623179	3294923	9/18/07
OCEANAIRE	Tommy Bahama Group, Inc.	78601760	3150637	10/3/06


<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
WHITE SAND	Tommy Bahama Group, Inc.	78838523	3336958	11/13/07
TOMMY BAHAMA WHITE SAND	Tommy Bahama Group, Inc.	78838511	3332260	11/6/07
TOMMY BAHAMA RELAX	Tommy Bahama Group, Inc.	78685933	3349637	12/4/07
HIBISCUS	Tommy Bahama Group, Inc.	78470543	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78021272	2641036	10/22/02
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78119245	2704749	4/8/03
TOMMY BAHAMA ISLAND SOFT	Tommy Bahama Group, Inc.	78042795	2644541	10/29/02
INDIGO PALMS	Tommy Bahama Group, Inc.	78028577	2816969	2/24/04
INDIGO PALMS DENIM COMPANY	Tommy Bahama Group, Inc.	78028576	2816968	2/24/04
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78122811	2678331	1/21/03
PURVEYOR OF ISLAND LIFESTYLES	Tommy Bahama Group, Inc.	78122782	2678330	1/21/03
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78028967	2670281	12/31/02
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78198459	2771892	10/7/03
DENIM FOR ISLAND LIVING	Tommy Bahama Group, Inc.	78028575	2647238	11/5/02
ISLAND SOFT	Tommy Bahama Group, Inc.	78064180	2772576	10/7/03

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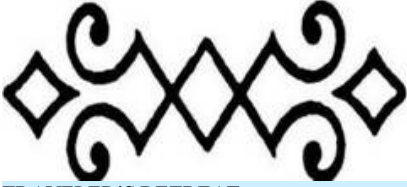
TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78107197	2745191	7/29/03
RELAX	Tommy Bahama Group, Inc.	78355031	3495948	9/2/08
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78398489	3075649	4/4/06
	Tommy Bahama Group, Inc.	78151026	2721567	6/3/03



TOMMY BAHAMA	Tommy Bahama Group, Inc.	78081904	2547466	3/12/02
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78025536	2551210	3/19/02
PURVEYOR OF ISLAND LIFESTYLES	Tommy Bahama Group, Inc.	78259190	2840371	5/11/04
TB INDIGO PALMS	Tommy Bahama Group, Inc.	78054599	2854879	6/15/04
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78021333	2925676	2/8/05
LIFE IS ONE LONG WEEKEND	Tommy Bahama Group, Inc.	78029893	2820384	3/2/04
TROPICOTTON	Tommy Bahama Group, Inc.	78319114	2974038	7/19/05
BAHAMA	Tommy Bahama Group, Inc.	78319077	2988156	8/23/05

TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
TOMMY BAHAMA SHADE MAKER	Tommy Bahama Group, Inc.	78276251	2862861	7/13/04
INDIGO PALMS	Tommy Bahama Group, Inc.	78266628	3021725	11/29/05
	Tommy Bahama Group, Inc.	78199041	2846777	5/25/04
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78193846	2782036	11/11/03
ISLAND EASE	Tommy Bahama Group, Inc.	78178125	2861432	7/6/04
TB	Tommy Bahama Group, Inc.	78171813	2825018	3/23/04
ELEPHANT TRUNKS BY TOMMY BAHAMA	Tommy Bahama Group, Inc.	78148931	2729260	6/24/03
FINE ISLAND LINENS	Tommy Bahama Group, Inc.	78128930	2788714	12/2/03
TOMMY BAHAMA AMBER ISLE COLLECTION	Tommy Bahama Group, Inc.	78116249	2787590	11/25/03
BUNGALOW BRAND	Tommy Bahama Group, Inc.	78116104	2837238	4/27/04
ORIGINAL ISLAND SPORT	Tommy Bahama Group, Inc.	78116103	2799214	12/23/03

TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
PARADISE NATION	Tommy Bahama Group, Inc.	78107207	2856732	6/22/04
CAMPOLO	Tommy Bahama Group, Inc.	78482456	3281062	8/14/07
TOMMY BAHAMA CHALLENGE	Tommy Bahama Group, Inc.	78402698	3127675	8/8/06
TOMMY BAHAMA CHALLENGE	Tommy Bahama Group, Inc.	78402659	2986535	8/16/05
ISLAND SOFT	Tommy Bahama Group, Inc.	78380055	3228437	4/10/07
RELAX	Tommy Bahama Group, Inc.	78354819	3369156	1/15/08
BLACK TIE AT THE BEACH	Tommy Bahama Group, Inc.	78352007	2995992	9/13/05
	Tommy Bahama Group, Inc.	78337205	2980252	7/26/05



TRAVELER'S RETREAT	Tommy Bahama Group, Inc.	78335772	2908736	12/7/04
GARDEN OF HOPE AND COURAGE	Tommy Bahama Group, Inc.	78335270	2908732	12/7/04
TORTOLA	Tommy Bahama Group, Inc.	78327590	2899981	11/2/04
RESORT SHORT	Tommy Bahama Group, Inc.	78323875	2895905	10/19/04

TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
FISHTAIL	Tommy Bahama Group, Inc.	78323860	2893632	10/12/04
ISLAND LEAGUER	Tommy Bahama Group, Inc.	78323630	2895903	10/19/04
AMBER ISLE	Tommy Bahama Group, Inc.	78199042	2863722	7/13/04
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78021687	2492771	9/25/01
TB ADVISED	Tommy Bahama Group, Inc.	77715371	Pending	
PRO LEISURE CONSULTANT	Tommy Bahama Group, Inc.	77697770	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77333789	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77333785	Pending	
TOMMY BAHAMA DENIM	Tommy Bahama Group, Inc.	77417376	3628279	5/26/09
TOMMY BAHAMA'S ISLAND GRILLE COASTAL CUISINE	Tommy Bahama Group, Inc.	77405973	3628219	5/26/09
NEW FLIP SIDE	Tommy Bahama Group, Inc.	77713511	Pending	
TOMMY BAHAMA THE ISLAND COASTAL CUISINE	Tommy Bahama Group, Inc.	77394404	Pending	
PARADISE AUTHENTIQUE	Tommy Bahama Group, Inc.	77288622	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77059169	Pending	
ISLAND ESTATE	Tommy Bahama Group, Inc.	77445076	Pending	
ISLAND RETREAT	Tommy Bahama Group, Inc.	77394919	Pending	



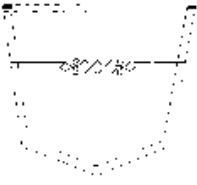
<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
ISLAND ESTATE	Tommy Bahama Group, Inc.	77445065	3596332	3/24/09
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77333797	Pending	
RELAX	Tommy Bahama Group, Inc.	77089039	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77333793	Pending	
TOMMY BAHAMA'S ISLAND GRILLE	Tommy Bahama Group, Inc.	77287045	3565550	1/20/09
COTTON LAWN CHAIR	Tommy Bahama Group, Inc.	77290133	3551283	12/23/08
GET IT DONE (LATER)	Tommy Bahama Group, Inc.	77178116	3550931	12/23/08
CARNEROS	Tommy Bahama Group, Inc.	77465808	3546761	12/16/08
HEATHERED PARADISE PEACH	Tommy Bahama Group, Inc.	77465762	3546758	12/16/08
ZIPPED MARLIN AND ROSSI	Tommy Bahama Group, Inc.	77465748	3546757	12/16/08
ISLAND TIDE	Tommy Bahama Group, Inc.	77465680	3546753	12/16/08
BERMUDA SQUARE	Tommy Bahama Group, Inc.	77465729	3543575	12/9/08
BAR AND GRILL SPECTATOR	Tommy Bahama Group, Inc.	77465638	3543573	12/9/08
ROCKER CANNON	Tommy Bahama Group, Inc.	77459255	3543432	12/9/08
GAME SHOT	Tommy Bahama Group, Inc.	77465790	3540268	12/2/08
PURVEYOR OF ISLAND.	Tommy Bahama Group, Inc.	77141681	Pending	

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<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
LIFESTYLES				
KINGSTOWN	Tommy Bahama Group, Inc.	77313548	3509787	9/30/08
MIDNIGHT DIAMOND	Tommy Bahama Group, Inc.	77554576	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77128084	3468860	7/15/08
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77295945	3463895	7/8/08
ON THE ROCKS	Tommy Bahama Group, Inc.	77465776	Pending	
LOCALLY FAMOUS	Tommy Bahama Group, Inc.	77215744	3381521	2/12/08
SET SAIL	Tommy Bahama Group, Inc.	77202699	3378279	2/5/08
PURVEYOR OF ISLAND LIFESTYLES	Tommy Bahama Group, Inc.	77158275	3343667	11/27/07
TB 18 GOLF	Tommy Bahama Group, Inc.	77123365	3338972	11/20/07
LEISURE TECH	Tommy Bahama Group, Inc.	77123241	3338963	11/20/07
TASTE PARADISE	Tommy Bahama Group, Inc.	77096403	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	75978560	2284151	10/5/99
TOMMY BAHAMA	Tommy Bahama Group, Inc.	75978343	2273118	8/24/99
TOMMY BAHAMA	Tommy Bahama Group, Inc.	75979672	2381910	8/29/00
TOMMY BAHAMA	Tommy Bahama Group, Inc.	75976078	2462870	6/19/01

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
BUNGALOW	Tommy Bahama Group, Inc.	75636815	2455996	5/29/01
PARADISE NATION	Tommy Bahama Group, Inc.	75597103	2392182	10/3/00
TOMMY BAHAMA BUNGALOW BREW	Tommy Bahama Group, Inc.	75210782	2112400	11/11/97
BUNGALOW BREW	Tommy Bahama Group, Inc.	75033536	2122176	12/16/97
BUNGALOW BLONDE	Tommy Bahama Group, Inc.	75033535	2109682	10/28/97
LIFE IS ONE LONG WEEKEND	Tommy Bahama Group, Inc.	75147910	2079256	7/15/97
TOMMY BAHAMA'S TROPICAL CAFE'	Tommy Bahama Group, Inc.	75267332	2112530	11/11/97
LIFE IS ONE LONG WEEKEND	Tommy Bahama Group, Inc.	75147905	2100425	9/23/97
TOMMY BAHAMA BUNGALOW BLONDE'	Tommy Bahama Group, Inc.	75081308	2100290	9/23/97
TOMMY BAHAMA	Tommy Bahama Group, Inc.	74303789	1802812	11/2/93
WOODMONT	Tommy Bahama Group, Inc.	77465500	3546750	12/16/08
BIRDIE ZIP BY TOMMY BAHAMA	Tommy Bahama Group, Inc.	78237657	2947689	5/10/05

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TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
	Tommy Bahama Group, Inc.	78337256	2945394	4/26/05
	Tommy Bahama Group, Inc.	77762047	Pending	


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OCEAN CLUB	Tommy Bahama Group, Inc.	77761507	Pending	
BRONX BOMBER	Tommy Bahama Group, Inc.	77761798	Pending	
SHIRT GUARD	Oxford Industries, Inc.	78961454	Pending	
ECO-COT	Oxford Industries, Inc.	78930686	3559132	1/6/09
ETI	Oxford Industries, Inc.	78936956	Pending	
COLLEGIATE FIT	Oxford Industries, Inc.	78794558	3403259	3/25/08
OXFORD GOLF COLLECTION	Oxford Industries, Inc.	78766553	3399710	3/18/08

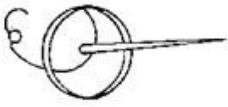
<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
SOLITUDE S	Oxford Industries, Inc.	78743726	Pending	
SOLITUDE	Oxford Industries, Inc.	78961464	Pending	
TECHNO DRY	Oxford Industries, Inc.	78959315	3256429	6/26/07
SOLITUDE	Oxford Industries, Inc.	78952176	Pending	
SOLITUDE	Oxford Industries, Inc.	78931273	Pending	
BUZY BEE	Oxford Industries, Inc.	78794941	Pending	
RING FREE	Oxford Industries, Inc.	78723934	3236105	5/1/07
KONA WIND	Oxford Industries, Inc.	78695361	3283679	8/21/07
BUILT TO PERFORM	Oxford Industries, Inc.	78633101	3360498	12/25/07
VERI-COOL BE ACTIVE. STAY COOL	Oxford Industries, Inc.	78535285	3028941	12/13/05
BILLY LONDON	Oxford Industries, Inc.	78517495	3134172	8/22/06
PERFECT PRESS	Oxford Industries, Inc.	78476488	3047065	1/17/06
LINELOCK	Oxford Industries, Inc.	78337590	2968666	7/12/05
GO COLD WATER	Oxford Industries, Inc.	77512518	Pending	
APPAREL FOR OUR EARTH	Oxford Industries, Inc.	77456916	Pending	
ENERGY SAVING APPAREL	Oxford Industries, Inc.	77456907	Pending	

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TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
LUX CARE	Oxford Industries, Inc.	77077766	Pending	
OXFORD AMERICA	Oxford Industries, Inc.	77715342	Pending	
EARTH TECH	Oxford Industries, Inc.	77702011	Pending	
METRO LONDON	Oxford Industries, Inc.	77365404	Pending	
SHIRT FREE	Oxford Industries, Inc.	77225563	Pending	
GROOMED AND FINISHED TO PERFECTION	Oxford Industries, Inc.	77585890	Pending	
BILLY LONDON	Oxford Industries, Inc.	77573236	Pending	
GREEN CARE	Oxford Industries, Inc.	77288659	Pending	
ENERGY SAVING	Oxford Industries, Inc.	77211576	Pending	
PANT GUARD	Oxford Industries, Inc.	77209279	Pending	
CALIFORNIA DIAMOND COTTON	Oxford Industries, Inc.	77585889	Pending	
LIQUID COTTON	Oxford Industries, Inc.	77618639	Pending	
DUST FREE	Oxford Industries, Inc.	77554518	Pending	
OXFORD OF LONDON	Oxford Industries, Inc.	77554510	Pending	
TRUST THE TRADITION	Oxford Industries, Inc.	77128003	3406287	4/1/08
ELY CASUALS	Oxford Industries, Inc.	76280826	2703121	4/1/03

TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
	Oxford Industries, Inc.	76551594	3012530	11/8/05
POWER SWING	Oxford Industries, Inc.	76540278	2983674	8/9/05
LIQUID SILK	Oxford Industries, Inc.	76530259	3283345	8/21/07
EASY MOTION	Oxford Industries, Inc.	76530258	2983655	8/9/05
ACTION ARM	Oxford Industries, Inc.	76530257	2933803	3/15/05
WIND GEAR	Oxford Industries, Inc.	76530255	2992885	9/6/05
OXFORD GOLF	Oxford Industries, Inc.	76519622	3014444	11/15/05
SUPERFINE 130	Oxford Industries, Inc.	76509852	3077093	4/4/06
THE LIFETIME COLLAR	Oxford Industries, Inc.	76454877	2805640	1/13/04
SMARTSUIT	Oxford Industries, Inc.	76397281	3068579	3/14/06
LINKS TECH	Oxford Industries, Inc.	76035853	2528587	1/8/02
SOLITUDE	Oxford Industries, Inc.	75496966	2386201	9/12/00
IMPROMPTU	Oxford Industries, Inc.	75251851	2118145	12/2/97

<u>TRADEMARK</u>	<u>OWNER</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
CUMBERLAND OUTFITTERS	Oxford Industries, Inc.	74689426	2031132	1/14/97
BERTONI	Oxford Industries, Inc.	74592754	1952047	1/23/96
HOLBROOK	Oxford Industries, Inc.	74551492	2089513	8/19/97
LANA MODA	Oxford Industries, Inc.	74299191	1810289	12/7/93
9 2 8 TO	Oxford Industries, Inc.	74268033	17161460	3/30/93
COUNTRY CHARMERS	Oxford Industries, Inc.	74144591	1685405	5/5/92
ELY PLAINS	Oxford Industries, Inc.	74143774	1674367	2/4/92
ELY DIAMOND	Oxford Industries, Inc.	74143649	1690259	6/2/92
CATTLEMAN	Oxford Industries, Inc.	74143636	1731204	11/10/92
CATTLEMAN	Oxford Industries, Inc.	74007488	1605723	7/10/90
OXFORD SHIRTMAKERS	Oxford Industries, Inc.	73701682	1555819	9/12/89
928	Oxford Industries, Inc.	73339437	1222689	1/4/83
LANIER	Oxford Industries, Inc.	73524879	1386068	3/11/86
QUAILBROOK	Oxford Industries, Inc.	73739076	1524669	2/14/89
CROP & SADDLE	Oxford Industries, Inc.	73739075	1528387	3/7/89

<u>TRADEMARK</u>	<u>OWNER</u>	<u>SERIAL NO.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>
	Oxford Industries, Inc.	73736283	1550250	8/1/89
CHRISTOPHER HUNT	Oxford Industries, Inc.	73676999	1522687	1/31/89
PHILLIP ST. JOHN	Oxford Industries, Inc.	73432701	1346299	7/2/85
TRAIL GEAR	Oxford Industries, Inc.	73373735	1244633	7/5/83
OAKDALE	Oxford Industries, Inc.	73373734	1244632	7/5/83
T. AUSTIN	Oxford Industries, Inc.	73310511	1258607	11/22/83
ELY	Oxford Industries, Inc.	72410888	955223	3/13/73
HOLBROOK	Oxford Industries, Inc.	72318672	917690	8/3/71



### **U.S. Trademark Licenses**

- Trademark License Agreement, dated as of December 31, 2008, between Oxford Industries, Inc. and Gruner & Co., Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of January 31, 2008, between Oxford Industries, Inc. and Randa Corp. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of January 1, 2006, between Tommy Bahama Group, Inc. and Advance Watch Company, Ltd. (as amended, modified or supplemented on or prior to June 30, 2009); please note that receipt of fully executed new license agreement between parties pending as of June 30, 2009
  - Trademark License Agreement, dated as of February 2004, between Tommy Bahama Group, Inc. and Altair Eyewear (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of March 10, 2004, between Tommy Bahama Group, Inc. and Emerson Air Comfort Products, a division of Emerson Electric Co. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of June 22, 2004, between Tommy Bahama Group, Inc. and Gemini Cosmetics, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of January 1, 2004, between Tommy Bahama Group, Inc. and Lexington Furniture Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of February 12, 2007, between Tommy Bahama Group, Inc. and Revman International, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of March 10, 2008, between Tommy Bahama Group, Inc. and Down-Lite International, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
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- Trademark License Agreement, dated as of May 1, 2008, between Tommy Bahama Group, Inc. and Essential Amenities, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of October 20, 2008, between Tommy Bahama Group, Inc. and P/K Lifestyles, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of January 9, 2009, between Tommy Bahama Group, Inc. and Bardwil Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of July 1, 2004, between Tommy Bahama Group, Inc. and Shaw Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of December 5, 2005, between Tommy Bahama Group, Inc. and Sidney Frank Importing Company, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of June 1, 2006, between Tommy Bahama Group, Inc. and Ambiance Collections, LLC (as amended, modified or supplemented on or prior to June 30, 2009); please note that termination delivered by Tommy Bahama would have become effective in February 16, 2009 except that Ambiance Collections, LLC filed for bankruptcy shortly prior to the date on which such termination would become effective (bankruptcy case still pending)
  - Trademark License Agreement, dated as of October 3, 2006, between Tommy Bahama Group, Inc. and Badanco Enterprises, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of May 2006, between Tommy Bahama Group, Inc. and Hi-Tex, Inc., d/b/a Crypton Super Fabrics (as amended, modified or supplemented on or prior to June 30, 2009)
  - Trademark License Agreement, dated as of June 29, 2006, between Tommy Bahama Group, Inc. and Sunbury Textile Mills, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
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- Trademark License Agreement, dated as of March 5, 2007, between Tommy Bahama Group, Inc. and York Wallcoverings, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of January 12, 2009, between Tommy Bahama Group, Inc. and Meadowcraft, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of April 28, 2009, between Tommy Bahama Group, Inc. and All-luminum Products Inc., d/b/a Rio Brands Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of May 11, 2009, between Tommy Bahama Group, Inc. and totes Isotoner Corporation (as amended, modified or supplemented on or prior to June 30, 2009)
- Implied licenses exist between Tommy Bahama Group, Inc. and its subsidiaries Tommy Bahama R&R Holdings, Inc., Tommy Bahama Beverages, LLC and Tommy Bahama Texas Beverages, LLC and Tommy Bahama Group, Inc. and Viewpoint Marketing, Inc. with respect to use of the Tommy Bahama and related trademarks in connection with the operation of retail stores and restaurants, an e-Commerce business and/or a gift card business

## SCHEDULE 7

### PLEDGED COMPANIES

Pledgor	Name of Pledged Company	Type	Certificate Number	Number of Shares	Percentage of Issued and Outstanding Shares
Oxford Industries, Inc.	Tommy Bahama Group, Inc. (Viewpoint International, Inc.)	Common	A3	2,125	100%
Oxford Industries, Inc.	Ben Sherman Clothing, Inc.	Common	2	1,000	100%
Oxford Industries, Inc.	Oxford Caribbean, Inc.	Common	1	3,000	100%
Oxford Industries, Inc.	Lionshead Clothing Company	Common	1	1,500	100%
Oxford Industries, Inc.	Piedmont Apparel Corporation	Common	1	1,500	100%
Oxford Industries, Inc.	Oxford of South Carolina, Inc.	Common	1	100,000	100%
Oxford Industries, Inc.	Oxford Private Limited of Delaware, Inc.	Common	1	1,500	100%
Oxford Industries, Inc.	Oxford Garment, Inc.	Common	1	3,000	100%
Oxford Industries, Inc.	Oxford International, Inc.	Common	2	99,500	99.5%
Oxford Industries, Inc.	Oxford Lockbox, Inc.	Common	2	1,000	100%
Oxford Industries, Inc.	Viewpoint Marketing, Inc.	Common	2	1,000	100%
Oxford Industries, Inc.	Oxford International, Inc.	Common	001	500	0.5%
Oxford Industries, Inc.	SFI of Oxford Acquisition Corporation	Common	2	1,000	100%

<u>Pledgor</u>	<u>Name of Pledged Company</u>	<u>Type</u>	<u>Certificate Number</u>	<u>Number of Shares</u>	<u>Percentage of Issued and Outstanding Shares</u>
Oxford Industries, Inc.	Oxford (Philippines), Inc.	Capital	009	24,994	3.74%
Oxford Industries, Inc.	Oxford (Philippines), Inc.	Capital	011	1	0.00%
Oxford Industries, Inc.	Oxford of Europe	Ordinary Common	5	65	65%
Oxford Industries, Inc.	Oxford Products (International) Limited	—	6	97,499	64.99%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	01	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	02	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	03	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	04	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	05	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	06	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	07	1	10%
Oxford Industries, Inc.	Manufacturera de Sonora, S.A. de C.V.	—	5	100	0.90%
Oxford Industries, Inc.	Manufacturera de Sonora, S.A. de C.V.	—	5B	10,949	98.20%
Oxford Industries, Inc.	Camisas Bahia Kino, S.A. de C.V.	—	2B	1,000	90.90%
Oxford Industries, Inc.	Camisas Bahia Kino, S.A. de C.V.	—	27A	100	9.09%
Oxford Industries, Inc.	Industrias Oxford de Merida, S.A. de C.V.	—	6	1,000	<0.1%
Oxford Industries,	Industrias Lanier de	—	—	Uncertificated	N/A

<b>Pledgor</b>	<b>Name of Pledged Company</b>	<b>Type</b>	<b>Certificate Number</b>	<b>Number of Shares</b>	<b>Percentage of Issued and Outstanding Shares</b>
Inc.	Honduras S. de R.L.				
Tommy Bahama Group, Inc. (f/k/a Viewpoint International, Inc.)	Tommy Bahama R&R Holdings, Inc.	Common	2	100	100%
Tommy Bahama R&R Holdings, Inc.	Tommy Bahama Beverages, LLC	—	—	Uncertificated	N/A
Tommy Bahama Beverages, LLC	Tommy Bahama Texas Beverages, LLC	—	—	Uncertificated	N/A
Oxford International, Inc.	Oxford Products (International) Limited	—	5	1	<0.1%
Oxford International, Inc.	Oxford Internacional de Guatemala, Sociedad Anonima	—	004	4	<0.1%
Oxford International, Inc.	Manufacturera de Sonora, S.A. de C.V.	—	2	100	0.90%
Oxford Caribbean, Inc.	Q.R. Fashions S. de R.L.	—	—	Uncertificated	N/A

**SCHEDULE 8**

**LIST OF FILING JURISDICTIONS**

<b>Entity</b>	<b>Jurisdictions</b>
Oxford Industries, Inc.	Georgia United States Copyright Office United States Patent and Trademark Office
Oxford International, Inc.	Georgia
Ben Sherman Clothing, Inc.	Georgia
Oxford Garment, Inc.	Delaware
Piedmont Apparel Corporation	Delaware United States Patent and Trademark Office
Lionshead Clothing Company	Delaware
Oxford Caribbean, Inc.	Delaware
Oxford Lockbox, Inc.	Delaware
SFI of Oxford Acquisition Corporation	Delaware United States Patent and Trademark Office
Tommy Bahama Group, Inc.	Delaware United States Copyright Office United States Patent and Trademark Office
Tommy Bahama R&R Holdings, Inc.	Delaware
Tommy Bahama Beverages, LLC	Delaware
Viewpoint Marketing, Inc.	Florida
Oxford of South Carolina, Inc.	South Carolina
Tommy Bahama Texas Beverages, LLC	Texas

ANNEX 1 TO SECOND AMENDED AND RESTATED PLEDGE AND SECURITY  
AGREEMENT  
FORM OF SUPPLEMENT

Supplement No. (this "Supplement") dated as of \_\_\_\_\_, 20\_\_\_\_, to the Second Amended and Restated Pledge and Security Agreement dated as of [June \_\_\_\_\_, 2009] (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement") by each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, "Grantors" and each individually "Grantor") and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"; together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement or, if not defined therein, in the Credit Agreement; and

WHEREAS, Grantors have entered into the Security Agreement in order to induce the Lenders to make certain financial accommodations to Borrowers; and

WHEREAS, pursuant to Section 6.20 of the Credit Agreement, new direct or indirect Domestic Subsidiaries of Borrowers (other than an Excluded Subsidiary) must execute and deliver certain Loan Documents, including the Security Agreement, and the execution of the Security Agreement by the undersigned new Grantor or Grantors (collectively, the "New Grantors") may be accomplished by the execution of this Supplement in favor of Administrative Agent, for the benefit of the Lender Group;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor hereby agrees as follows:

1. In accordance with Section 24 of the Security Agreement, each New Grantor, by its signature below, becomes a "Grantor" under the Security Agreement with the same force and effect as if originally named therein as a "Grantor" and each New Grantor hereby (a) agrees to all of the terms and provisions of the Security Agreement applicable to it as a "Grantor" thereunder and (b) represents and warrants that the representations and warranties made by it as a "Grantor" thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance

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in full of the Secured Obligations, does hereby grant, assign, and pledge to Administrative Agent, for the benefit of the Lender Group, a security interest in and security title to all Collateral of such New Grantor, including all property of the type described in Section 2 of the Security Agreement, to secure the full and prompt payment of the Secured Obligations, including, any interest thereon, plus reasonable attorneys' fees and expenses if the Secured Obligations represented by the Security Agreement are collected by law, through an attorney-at-law, or under advice therefrom. Schedule 1, "Trade Names; Organizational ID Number; Chief Executive Office", Schedule 2, "Commercial Tort Claims", Schedule 3, "Copyright Registrations and Applications for Registration", Schedule 4, "Intellectual Property Licenses", Schedule 5, "Patents", Schedule 6, "U.S. Trademarks and U.S. Trademark Licenses and Applications for Registrations", Schedule 7, "Pledged Companies", Schedule 8, "List of Uniform Commercial Code Filing Jurisdictions" attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7 and Schedule 8, respectively, to the Security Agreement and shall be deemed a part thereof for all purposes of the Security Agreement. Each reference to a "Grantor" in the Security Agreement shall be deemed to include each New Grantor. The Security Agreement is incorporated herein by reference.

2. Each New Grantor represents and warrants to the Lender Group that this Supplement has been duly executed and delivered by such New Grantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

3. This Supplement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by other electronic transmission shall be as effective as delivery of a manually executed counterpart hereof.

4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

5. This Supplement 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.

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IN WITNESS WHEREOF, each New Grantor and Administrative Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

**NEW GRANTORS:**

**[Name of New Grantor]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Name of New Grantor]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ADMINISTRATIVE AGENT:**

**SUNTRUST BANK**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SUPPLEMENT TO PLEDGE AND SECURITY AGREEMENT

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**EXHIBIT A**

Notwithstanding anything herein to the contrary, the liens and security interests granted to Administrative Agent pursuant to the Security Agreement (as defined below) and the exercise of any right or remedy by Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement, dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among Administrative Agent, as ABL Agent, U.S. Bank National Association, as Trustee and as Collateral Agent, and as acknowledged by the Grantors (as such term is defined in the Intercreditor Agreement (as such term is defined in the Security Agreement)) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

**COPYRIGHT SECURITY AGREEMENT**

This COPYRIGHT SECURITY AGREEMENT (this "Copyright Security Agreement") is made as of this        day of       , 20   , among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "Administrative Agent").

**WITNESSETH:**

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Credit Agreement") by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"); together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Second Amended and Restated Pledge and Security Agreement dated as of June 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Copyright Security Agreement;

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NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
  2. **GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL.** Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Copyright Collateral"):
    - (a) all of such Grantor's Copyrights and Intellectual Property Licenses with respect to Copyrights to which it is a party as licensor or licensee including those referred to on Schedule I hereto;
    - (b) all reissues, continuations or extensions of the foregoing; and
    - (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright or any Copyright licensed under any Intellectual Property License.
  3. **SECURITY FOR OBLIGATIONS.** This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
  4. **SECURITY AGREEMENT.** The security interests granted pursuant to this Copyright Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
  5. **AUTHORIZATION TO SUPPLEMENT.** Grantors shall give Administrative Agent notice in writing of any additional United States copyright registrations or applications therefor after the date hereof in accordance with the terms of the Security Agreement. Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future United States registered copyrights or applications therefor of Grantors. Notwithstanding the foregoing, no failure to so modify this Copyright Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from
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Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Copyright Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Copyright Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Copyright Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Copyright Security Agreement or any other Loan Document refer to this Copyright Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Copyright Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Copyright Security Agreement unless otherwise specified. Any reference in this Copyright Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Administrative Agent pursuant to this Copyright Security Agreement and the exercise of any right or remedy by Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among SunTrust Bank, as ABL Agent, U.S. Bank National Association, as Trustee and as Collateral Agent, and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Copyright Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

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[SIGNATURE PAGE FOLLOWS]

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IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

COPYRIGHT SECURITY AGREEMENT

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**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SFI OF OXFORD ACQUISITION  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA R&R HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**SUNTRUST BANK**, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE I  
TO  
COPYRIGHT SECURITY AGREEMENT  
COPYRIGHT REGISTRATIONS

<u>Grantor</u>	<u>Country</u>	<u>Copyright</u>	<u>Registration No.</u>	<u>Registration Date</u>

Copyright Licenses

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**EXHIBIT B**

Notwithstanding anything herein to the contrary, the liens and security interests granted to Administrative Agent pursuant to the Security Agreement (as defined below) and the exercise of any right or remedy by Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among Administrative Agent, as ABL Agent, U.S. Bank National Association, as Trustee and as Collateral Agent, and as acknowledged by the Grantors (as such term is defined in the Intercreditor Agreement (as such term is defined in the Security Agreement)) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "**Patent Security Agreement**") is made as of this        day of       , 20   , among Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "**Administrative Agent**").

**WITNESSETH:**

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "**Credit Agreement**") by and among Oxford Industries, Inc., a Georgia corporation ("**Parent**"), Tommy Bahama Group, Inc., a Delaware corporation ("**TBG**"; together with Parent, each referred to individually as a "**Borrower**" and, collectively, as "**Borrowers**"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("**Lenders**") and SunTrust Bank, as the administrative agent ("**Administrative Agent**"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Second Amended and Restated Pledge and Security Agreement dated as of June 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Patent Security Agreement;

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NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
2. GRANT OF SECURITY INTEREST IN PATENT COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
  - (a) all of its Patents and Intellectual Property Licenses with respect to Patents to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing; and
  - (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.
3. SECURITY FOR OBLIGATIONS. This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Grantors shall give notice in writing to Administrative Agent with respect to any such new patent rights in accordance with the terms of the Security Agreement. Without limiting Grantors' obligations under this Section 5, Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect,

invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement or any other Loan Document refer to this Patent Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Patent Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Administrative Agent pursuant to this Patent Security Agreement and the exercise of any right or remedy by Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Intercreditor Agreement"), among SunTrust Bank, as ABL Agent, U.S. Bank National Association, as Trustee and as Collateral Agent, and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Patent Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SFI OF OXFORD ACQUISITION  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA R&R HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**SUNTRUST BANK, as Administrative Agent**

By: \_\_\_\_\_  
Name:  
Title:

PATENT SECURITY AGREEMENT

**EXHIBIT C**

**PLEDGED INTERESTS ADDENDUM**

This Pledged Interests Addendum, dated as of \_\_\_\_\_, 20\_\_\_\_, is delivered pursuant to Section 6 of the Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Second Amended and Restated Pledge and Security Agreement, dated as June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the undersigned, together with the other Grantors named therein, to SUNTRUST BANK, as Administrative Agent. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Security Agreement or, if not defined therein, defined in that certain Second Amended and Restated Credit Agreement, dated as August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among Oxford Industries, Inc., a Georgia corporation ("Parent"), Tommy Bahama Group, Inc., a Delaware corporation ("TBG"); together with Parent, each referred to individually as a "Borrower" and, collectively, as "Borrowers"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("Lenders") and SunTrust Bank, as the administrative agent ("Administrative Agent"). The undersigned hereby agrees that the additional interests listed on this Pledged Interests Addendum as set forth below shall be and become part of the Pledged Interests pledged by the undersigned to Administrative Agent in the Security Agreement and any pledged company set forth on this Pledged Interests Addendum as set forth below shall be and become a "Pledged Company" under the Security Agreement, each with the same force and effect as if originally named therein.

The undersigned hereby certifies that the representations and warranties set forth in Section 5 of the Security Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:

Name of Pledgor	Name of Pledged Company	Number of Shares/Units	Class of Interests	Percentage of Class Owned	Certificate Nos.



**EXHIBIT D**

Notwithstanding anything herein to the contrary, the liens and security interests granted to Administrative Agent pursuant to the Security Agreement (as defined below) and the exercise of any right or remedy by Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "**Intercreditor Agreement**"), among Administrative Agent, as ABL Agent, U.S. Bank National Association, as Trustee and as Collateral Agent, and as acknowledged by the Grantors (as such term is defined in the Intercreditor Agreement (as such term is defined in the Security Agreement)) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "**Trademark Security Agreement**") is made as of this        day of       , 20   , among Grantors listed on the signature pages hereof (collectively, jointly and severally, "**Grantors**" and each individually "**Grantor**"), and SUNTRUST BANK, in its capacity as Administrative Agent for the Lender Group (together with its successors, "**Administrative Agent**").

**WITNESSETH:**

WHEREAS, pursuant to that certain Second Amended and Restated Credit Agreement dated as of August 15, 2008 (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "**Credit Agreement**") by and among Oxford Industries, Inc., a Georgia corporation ("**Parent**"), Tommy Bahama Group, Inc., a Delaware corporation ("**TBG**"; together with Parent, each referred to individually as a "**Borrower**" and, collectively, as "**Borrowers**"), the Persons party thereto from time to time as Guarantors, the financial institutions party thereto from time to time as Issuing Banks, the financial institutions party thereto from time to time as lenders ("**Lenders**") and SunTrust Bank, as the administrative agent ("**Administrative Agent**"), Administrative Agent and Lenders are willing to make certain financial accommodations available to Borrowers from time to time pursuant to the terms and conditions thereof; and

WHEREAS, the Lenders are willing to make the financial accommodations to Borrowers as provided for in the Credit Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Administrative Agent, for the benefit of the Lender Group, that certain Second Amended and Restated Pledge and Security Agreement dated as of June 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "**Security Agreement**"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Administrative Agent, for the benefit of the Lender Group, this Trademark Security Agreement;

---

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Credit Agreement.
  2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Each Grantor hereby grants to Administrative Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
    - (a) all of such Grantor's U.S. Trademarks and U.S. Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
    - (b) all reissues, continuations or extensions of the foregoing; and
    - (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any U.S. Trademark or any breach of any U.S. Trademark License.
  3. SECURITY FOR OBLIGATIONS. This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Grantors, or any of them, to Administrative Agent, the Lender Group, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.
  4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Administrative Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.
  5. AUTHORIZATION TO SUPPLEMENT. Grantors hereby authorize Administrative Agent unilaterally to modify this Agreement by amending Schedule I to include any future U.S. Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Administrative Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.
  6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate
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counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement or any other Loan Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms “includes” and “including” are not limiting, and the term “or” has, except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Trademark Security Agreement or any other Loan Document refer to this Trademark Security Agreement or such other Loan Document, as the case may be, as a whole and not to any particular provision of this Trademark Security Agreement or such other Loan Document, as the case may be. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement or in any other Loan Document to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein or in any other Loan Document to the satisfaction or repayment in full of the Obligations shall mean the repayment in full in cash (or cash collateralization in accordance with the terms hereof) of all Obligations other than unasserted contingent indemnification Obligations. Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Loan Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to Administrative Agent pursuant to this Trademark Security Agreement and the exercise of any right or remedy by Administrative Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among SunTrust Bank, as ABL Agent, U.S. Bank National Association, as Trustee and as Collateral Agent, and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Trademark Security Agreement, the terms of the Intercreditor Agreement shall govern and control.

[signature page follows]

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IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SFI OF OXFORD ACQUISITION  
CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA R&R HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**SUNTRUST BANK**, as Administrative Agent

By: \_\_\_\_\_  
Name:  
Title:

SCHEDULE I  
to  
**TRADEMARK SECURITY AGREEMENT**  
**U.S. Trademark Registrations/Applications**

<b>Grantor</b>	<b>Mark</b>	<b>Application/ Registration No.</b>	<b>App/Reg Date</b>

**U.S. Trademark Licenses**

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**This Agreement, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among SunTrust Bank, as ABL Agent and U.S. Bank National Association, as Trustee and as Collateral Agent, and acknowledged by the Grantors from time to time party thereto.**

#### SECURITY AGREEMENT

This AGREEMENT (this “Agreement”) is made as of this 30th day of June, 2009, among the Grantors 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 I (collectively, jointly and severally, “Grantors” and each individually “Grantor”), U.S. Bank National Association, in its capacity as collateral agent (together with its successors, “Collateral Agent”), the Trustee (as defined below) on behalf of itself and the Noteholders, and each Additional Pari Passu Agent from time to time party hereto, on behalf of itself and the Secured Parties under the Additional Pari Passu Agreement under which it is acting in such capacity.

#### WITNESSETH:

WHEREAS, Oxford Industries, Inc., a Georgia corporation (the “Company”) and the other Grantors have entered into that certain Indenture, dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Indenture”), by and among the Company, the other Grantors and U.S. Bank National Association, as trustee (together with its successors in such capacity, the “Trustee”), on behalf of the holders (the “Noteholders”) of the Notes (as defined below) pursuant to which the Company is issuing \$150,000,000 aggregate principal amount at maturity of its 11.375% Senior Secured Notes due 2015 (the “Notes”), which are guaranteed by each of the Grantors other than the Company;

WHEREAS, the Trustee has been appointed to serve as Collateral Agent under the Indenture and in such capacity, is authorized and directed to enter into this Agreement;

WHEREAS, following the date hereof, the Grantors may incur Permitted Additional Pari Passu Obligations (as defined in the Indenture) which are secured equally and ratably with the Grantors’ obligations in respect of the Notes in accordance with Section 27 of this Agreement;

WHEREAS, each Grantor will receive substantial benefits from the execution, delivery and performance of the obligations under the Indenture, the Notes and any Additional Pari Passu Agreement, and each is, therefore, willing to enter into this Agreement; and

WHEREAS, in order to induce the Trustee to enter into the Indenture and to induce the Noteholders to purchase the Notes, Grantors have agreed to grant a continuing security interest in and to the Collateral (as defined herein) in order to secure the prompt and complete payment, observance and performance of, the Secured Obligations (as defined herein);

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NOW, THEREFORE, for and in consideration of the recitals made above and other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms. All capitalized terms used herein (including in the preamble and recitals hereof) without definition shall have the meanings ascribed thereto in the Indenture. Any terms used in this Agreement that are defined in the UCC shall be construed and defined as set forth in the UCC unless otherwise defined herein or in the Indenture; *provided, however*, that to the extent that the UCC is used to define any term herein and such term is defined differently in different Articles of the UCC, the definition of such term contained in Article 9 of the UCC shall govern. In addition to those terms defined elsewhere in this Agreement, as used in this Agreement, the following terms shall have the following meanings:

- (a) “ABL Agent” shall have the meaning set forth in the Intercreditor Agreement.
- (b) “ABL Claimholder” shall have the meaning set forth in the Intercreditor Agreement.
- (c) “ABL Collateral” shall have the meaning set forth in the Intercreditor Agreement.
- (d) “Account Debtor” shall mean any Person who is obligated to make payments in respect of an Account.

(e) “Accounts” means all “accounts,” as such term is defined in the UCC, of each Grantor whether now existing or hereafter created or arising, including, without limitation, (a) all accounts receivable, other receivables, book debts and other forms of obligations (other than forms of obligations evidenced by Chattel Paper or Instruments) (including any such obligations that may be characterized as an account or contract right under the UCC), (b) all of each Grantor’s rights in, to and under all purchase orders or receipts for goods or services, (c) all of each Grantor’s rights to any goods represented by any of the foregoing (including unpaid sellers’ rights of rescission, replevin, reclamation and stoppage in transit and rights to returned, reclaimed or repossessed goods), (d) all rights to payment due to a Grantor for property sold, leased, licensed, assigned or otherwise disposed of, for a policy of insurance issued or to be issued, for a secondary obligation incurred or to be incurred, for energy provided or to be provided, for the use or hire of a vessel under a charter or other contract, arising out of the use of a credit card or charge card, or for services rendered or to be rendered by such Grantor or in connection with any other transaction (whether or not yet earned by performance on the part of such Grantor), (e) all health care insurance receivables and (f) all collateral security of any kind, given by any Account Debtor or any other Person with respect to any of the foregoing.

(f) “Additional Pari Passu Agent” means the Person appointed to act as trustee, agent or representative for any holder of Permitted Additional Pari Passu Obligations pursuant to any Additional Pari Passu Agreement and designated as “Additional Pari Pas-

su Agent” for such holder in an Additional Pari Passu Joinder Agreement delivered to the Collateral Agent, together with its successors and assigns in such capacity.

(g) “Additional Pari Passu Agreement” means the indenture, credit agreement or other agreement under which any Permitted Additional Pari Passu Obligations (other than Additional Notes) are incurred and any notes or other instruments representing such Permitted Additional Pari Passu Obligations, as the same may be amended, restated, supplemented or otherwise modified from time to time.

(h) “Additional Pari Passu Joinder Agreement” means an agreement substantially in the form of Annex II.

(i) “Bankruptcy Code” shall mean the United States Bankruptcy Code (11 U.S.C. Section 101 et seq.), as now or hereafter amended, and any successor statute.

(j) “Books” means books and Records (including each Grantor’s Records indicating, summarizing, or evidencing such Grantor’s assets (including the Collateral) or liabilities, each Grantor’s Records relating to such Grantor’s business operations or financial condition, and each Grantor’s Goods or General Intangibles (other than Excluded Trademarks and Excluded Trademark Licenses) related to such information).

(k) “Cash Equivalents” shall mean, collectively, (a) marketable, direct obligations of the United States of America and its agencies maturing within three hundred sixty-five (365) days of the date of purchase, (b) commercial paper issued by corporations, each of which shall have a consolidated net worth of at least \$500,000,000, which commercial paper will mature within one hundred eighty (180) days from the date of the original issue thereof and is rated “P-1” or better by Moody’s or “A-1” or better by S&P, (c) certificates of deposit maturing within three hundred sixty-five (365) days of the date of purchase and issued by a US national or state bank having deposits totaling more than \$500,000,000, and whose short-term debt is rated “P-1” or better by Moody’s or “A-1” or better by S&P, (d) up to \$100,000 per institution and up to \$1,000,000 in the aggregate in (i) short-term obligations issued by any local commercial bank or trust company located in those areas where the Company conducts its business, whose deposits are insured by the Federal Deposit Insurance Corporation, or (ii) commercial bank-insured money market funds, or any combination of the types of investments described in this clause (d), and (e) overnight investments with such financial institutions having a short term deposit rating of “P-1” or better by Moody’s, or “A-1” or better by S&P.

(l) “Chattel Paper” means chattel paper (as that term is defined in the UCC) and includes tangible chattel paper and electronic chattel paper.

(m) “Collateral” has the meaning specified therefor in Section 2; provided, that any reference to “Collateral” in Section 10, Section 23, Annex II or Annex III shall also refer to each Mortgaged Property.

(n) “Commercial Tort Claims” means commercial tort claims (as that term is defined in the UCC), and includes those commercial tort claims listed on Schedule 2.

(o) “Copyrights” means copyrights and copyright registrations, including the copyright registrations and applications for registration listed on Schedule 3, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof and (iv) all of each Grantor’s rights corresponding thereto throughout the world, but excluding, in each case, copyrights included in the definition of “Excluded Trademarks” hereunder.

(p) “Copyright Security Agreement” means each Copyright Security Agreement among Grantors, or any of them, and the Collateral Agent, for the benefit of the Secured Parties, in substantially the form of Exhibit A attached hereto, pursuant to which Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all their respective Copyrights.

(q) “Deposit Account” means any deposit account (as that term is defined in the UCC).

(r) “Discharge of Obligations” means, both (i) in the case of the Indenture, Legal Defeasance, Covenant Defeasance or satisfaction and discharge of the Indenture in accordance with Section 8.02, Section 8.03 or Section 14.01 thereof and (ii) in the case of each Additional Pari Passu Agreement, any event or circumstance with respect to the Additional Pari Passu Obligations that under such agreement entitles the Grantors to obtain a release of all Liens securing such Additional Pari Passu Obligations under the Security Documents.

(s) “Documents” means documents (as that term is defined in the UCC).

(t) “Domestic Subsidiary” means any Subsidiary that is not a Foreign Subsidiary.

(u) “Draft” means a draft (as that term is defined in the UCC).

(v) “Equipment” means equipment (as that term is defined in the UCC).

(w) “Equity Interests” shall mean, as applied to any Person, any capital stock, membership interests, partnership interests or other equity interests issued by such Person, regardless of class or designation, and all warrants, options, purchase rights, conversion or exchange rights, voting rights, calls or claims of any character with respect thereto.

(x) “Event of Default” means an “event of default” under the Indenture or under any Additional Pari Passu Agreement.

(y) “Excluded Trademark Licenses” means any Intellectual Property License related to a Trademark to the extent such Intellectual Property License is not a U.S. Trademark License.

- (z) “Excluded Trademarks” means any Trademarks that are not U.S. Trademarks.
- (aa) “First-Tier Foreign Subsidiary” shall mean any Foreign Subsidiary that is directly held by the Company or its Domestic Subsidiaries.
- (bb) “Fixtures” means fixtures (as that term is defined in the UCC).
- (cc) “General Intangibles” means general intangibles (as that term is defined in the UCC) and, in any event, including payment intangibles, contract rights, rights to payment, rights arising under common law, statutes, or regulations, choses or things in action, goodwill (including the goodwill associated with any Trademark), Patents, Trademarks, Copyrights, URLs and domain names, industrial designs, other industrial or Intellectual Property or rights therein or applications therefor, whether under license or otherwise, programs, programming materials, blueprints, drawings, purchase orders, customer lists, monies due or recoverable from pension funds, route lists, rights to payment and other rights under any royalty or licensing agreements, including Intellectual Property Licenses, infringement claims, computer programs, information contained on computer disks or tapes, software, literature, reports, catalogs, pension plan refunds, pension plan refund claims, insurance premium rebates, tax refunds, and tax refund claims, uncertificated Equity Interests not constituting a security (as defined in the UCC), and any other personal property other than commercial tort claims, money, Accounts, Chattel Paper, Deposit Accounts, Goods, Investment Related Property, Negotiable Collateral, and oil, gas, or other minerals before extraction.
- (dd) “Goods” means goods (as that term is defined in the UCC).
- (ee) “Governmental Authority” shall mean any nation or government, any state or other political subdivision thereof and any entity to the extent exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government.
- (ff) “Grantor” and “Grantors” has the meaning specified therefor in the recitals to this Agreement.
- (gg) “Insolvency Proceeding” means (a) any case, action or proceeding before any court or other Governmental Authority relating to bankruptcy, reorganization, insolvency, liquidation, receivership, dissolution, winding-up or relief of debtors, or (b) any general assignment for the benefit of creditors, composition, marshalling of assets for creditors or other, similar arrangement in respect of its creditors generally or any substantial portion of its creditors, in each of (a) and (b) undertaken under federal, state or foreign law, including the Bankruptcy Code.
- (hh) “Instrument” means an instrument (as that term is defined in the UCC).
- (ii) “Intellectual Property” means any and all Intellectual Property Licenses, Patents, Copyrights, Trademarks and trade secrets.

(jj) “Intellectual Property Licenses” means a license or other agreement granting a right to use any Patent, Trademark, Copyright or other Intellectual Property, to which a Grantor is a party, whether as a licensee or a licensor, including the license agreements listed on Schedule 4, and the right to use any such Patent, Trademark, Copyright or other Intellectual Property (to the extent permitted by such license) in connection with the enforcement of the Secured Parties’ rights under the Senior Secured Note Documents or any Additional Pari Passu Agreement, including the right to prepare for sale and sell any and all Inventory and Equipment now or hereafter owned by any Grantor and now or hereafter covered by such licenses.

(kk) “Intercreditor Agreement” has the meaning set forth in the legend on the first page of this Agreement.

(ll) “Inventory” means inventory (as that term is defined in the UCC).

(mm) “Investment Related Property” means (i) investment property (as that term is defined in the UCC), and (ii) all of the following regardless of whether classified as investment property under the UCC: all Pledged Interests; Pledged Operating Agreements; and Pledged Partnership Agreements.

(nn) “Letter-of-Credit Rights” means letter-of-credit rights (as that term is defined in the UCC).

(oo) “Mortgage” means an agreement, including, but not limited to, a mortgage, deed of trust or any other document creating and evidencing a Lien on a Mortgaged Property in favor of or for the benefit of the Collateral Agent, which shall be in form which is effective to create a Lien in such Mortgaged Property in favor of the Collateral Agent to secure the Secured Obligations that is enforceable against the applicable Grantor and third parties, in each case, with such schedules and including such provisions as shall be necessary or desirable to conform such document to applicable local law requirements or as shall be customary under applicable local law requirements.

(pp) “Mortgaged Property” means each parcel of Real Property, if any, which shall be subject to a Mortgage delivered after the Issue Date pursuant to Section 3.

(qq) “Negotiable Collateral” means Instruments, Letter-of-Credit Rights, Promissory Notes, Drafts and Documents.

(rr) “Patent Security Agreement” means each Patent Security Agreement among Grantors, or any of them, and the Collateral Agent, for the benefit of the Secured Parties, in substantially the form of Exhibit B attached hereto, pursuant to which Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all their respective Patents.

(ss) “Patents” means patents and patent applications, including the patents and patent applications listed on Schedule 5, and (i) all continuations and continuations-in-part, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in con-

nection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, and (iv) all of each Grantor's rights corresponding thereto throughout the world.

(tt) "Pledged Companies" means, each Person listed on Schedule 7 as a "Pledged Company", together with each other Person, all or a portion of whose Equity Interests, are acquired or otherwise owned by a Grantor after the date hereof and are required to be pledged to the Collateral Agent, other than any such Equity Interest excluded from the term "Collateral" under the last paragraph of Section 2.

(uu) "Pledged Interests" means all of each Grantor's right, title and interest in and to all of the Equity Interests now or hereafter owned by such Grantor, regardless of class or designation, in each of the Pledged Companies, and all substitutions therefor and replacements thereof, all proceeds thereof and all rights relating thereto, including any certificates representing the Equity Interests, the right to request after the occurrence and during the continuation of an Event of Default that such Equity Interests be registered in the name of the Collateral Agent or any of its nominees, the right to receive any certificates representing any of the Equity Interests and the right to require that such certificates be delivered to the Collateral Agent together with undated powers or assignments of investment securities with respect thereto, duly endorsed in blank by such Grantor, all warrants, options, share appreciation rights and other rights, contractual or otherwise, in respect thereof and of all dividends, distributions of income, profits, surplus, or other compensation by way of income or liquidating distributions, in cash or in kind, and cash, Instruments, and other property from time to time received, receivable, or otherwise distributed in respect of or in addition to, in substitution of, on account of, or in exchange for any or all of the foregoing, except that Pledged Interests shall not include any property or assets which are excluded from the term "Collateral" under the last paragraph of Section 2.

(vv) "Pledged Interests Addendum" means a Pledged Interests Addendum substantially in the form of Exhibit D to this Agreement.

(ww) "Pledged Operating Agreements" means all of each Grantor's rights, powers, and remedies under the limited liability company operating agreements of the Pledged Companies that are limited liability companies.

(xx) "Pledged Partnership Agreements" means all of each Grantor's rights, powers, and remedies under the partnership agreements of the Pledged Companies that are partnerships.

(yy) "Proceeds" has the meaning specified therefor in Section 2.

(zz) "Promissory Note" means a promissory note (as that term is defined in the UCC).

(aaa) "Real Property" means any estates or interests in real property now owned or hereafter acquired by any Grantor and the improvements thereto.

(bbb) “Record” means a record (as that term is defined in the UCC).

(ccc) “Required Secured Parties” means the holders of a majority in aggregate outstanding or committed principal amount of (i) the Notes and (ii) any Indebtedness constituting Permitted Additional Pari Passu Obligations (other than Additional Notes) voting as a single class, in each case, excluding any Notes or Permitted Additional Pari Passu Obligations that are required to be disregarded for voting purposes under the Indenture or the applicable Additional Pari Passu Agreement.

(ddd) “Secured Obligations” means any principal, premium, interest (including any interest accruing subsequent to the filing of a petition in bankruptcy, reorganization or similar proceeding at the rate provided for in the documentation with respect thereto, whether or not such interest is an allowed claim under applicable state, federal or foreign law), penalties, fees, indemnifications, reimbursements (including reimbursement obligations with respect to letters of credit and banker’s acceptances), damages and other liabilities, and guarantees of payment of such principal, interest, penalties, fees, indemnifications, reimbursements, damages and other liabilities, and any fees or expenses owed to the Trustee, Collateral Agent or any Additional Pari Passu Agent, in their respective capacities as such, by any Grantor, payable or arising under any of (i) the Indenture and the Notes (other than any Additional Notes and provisions in the Indenture relating solely to such Additional Notes, except to the extent constituting Permitted Additional Pari Passu Obligations), (ii) any Additional Notes and documentation in the Indenture relating solely to Additional Notes and (iii) any Additional Pari Passu Agreement and any other documentation relating to the Permitted Additional Pari Passu Obligations incurred thereunder; *provided* that no obligations in respect of Permitted Additional Pari Passu Obligations (other than obligations with respect to Additional Notes) shall constitute “Secured Obligations” unless the Additional Pari Passu Agent for the holders of such Permitted Additional Pari Passu Obligations has executed an Additional Pari Passu Joinder Agreement in the form of Annex II hereto.

(eee) “Secured Parties” means, collectively, the Collateral Agent, the Trustee, each Additional Pari Passu Agent, the Noteholders, the holders of any Additional Pari Passu Obligations, and any other holders of Secured Obligations.

(fff) “Securities Account” means a securities account (as that term is defined in the UCC).

(ggg) “Security Interest” has the meaning specified therefor in Section 2.

(hhh) “Supporting Obligations” means supporting obligations (as such term is defined in the UCC), and includes Letter-of-Credit Rights and guaranties issued in support of Accounts, Chattel Paper, Documents, General Intangibles, Instruments, or Investment Related Property.

(iii) “Trademarks” means trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks, service mark applications, and Copyrights (whether or not registered) embodied in any of the foregoing or re-

lated to works with which the goodwill of any Grantor has become associated, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of each Grantor's business symbolized by the foregoing and connected therewith, and (v) all of each Grantor's rights corresponding thereto throughout the world.

(jjj) "Trademark Security Agreement" means each Trademark Security Agreement among Grantors, or any of them, and the Collateral Agent, for the benefit of the Secured Parties, in substantially the form of Exhibit C attached hereto, pursuant to which such Grantors have granted to the Collateral Agent, for the benefit of the Secured Parties, a security interest in all their respective U.S. Trademarks and U.S. Trademark Licenses.

(kkk) "UCC" shall mean the Uniform Commercial Code as the same may, from time to time, be enacted and in effect in the State of New York; provided, that in the event that, by reason of mandatory provisions of law, any or all of the attachment, perfection or priority of, or remedies with respect to, the Collateral Agent's Lien on any Collateral is governed by the Uniform Commercial Code as enacted and in effect in a jurisdiction other than the State of New York, the term "UCC" shall mean the Uniform Commercial Code as enacted and in effect in such other jurisdiction solely for purposes of the provisions thereof relating to such attachment, perfection, priority or remedies and for purposes of definitions related to such provisions.

(lll) "URL" means "uniform resource locator," an internet web address.

(mmm) "U.S. Trademark Licenses" means a license or other agreement to the extent granting a right to use any U.S. Trademark owned by a Grantor, to which a Grantor is a party as a licensor, including the license agreements listed on Schedule 6 to the extent granting a right to use any U.S. Trademark owned by a Grantor, including the right to royalties and any other consideration now or hereafter paid to a Grantor under and with respect thereto by any entity for such rights thereunder.

(nnn) "U.S. Trademarks" means, with respect to any Grantor, trademarks, trade names and service marks and any applications for the foregoing (including those set forth on Schedule 6) owned by such Grantor and registered in (or in the case of applications, filed with) the United States Patent and Trademark Office (or any successor office performing similar functions) including (i) Copyrights (whether or not registered) embodied in any of the foregoing, (ii) all renewals thereof, (iii) all income, royalties, damages and payments now and hereafter due or payable under and with respect thereto, including payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iv) the right to sue for past, present and future infringements and dilutions thereof and (v) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith.

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2. Grant of Security. Each Grantor hereby unconditionally grants, assigns, and pledges to the Collateral Agent, for the benefit of the Secured Parties, a continuing security interest (hereinafter referred to as the "Security Interest") in all personal property of such Grantor, other than personal property expressly excluded in the last paragraph of this Section 2, whether now owned or hereafter acquired or arising and wherever located, including such Grantor's right, title, and interest in and to the following, whether now owned or hereafter acquired or arising and wherever located (the "Collateral"):

- (a) all of such Grantor's Accounts (other than Accounts related to the Grantor's Excluded Trademarks or Excluded Trademark Licenses);
- (b) all of such Grantor's Books;
- (c) all of such Grantor's Chattel Paper;
- (d) all of such Grantor's interest with respect to any Deposit Account and the Collateral Account (including, any Trust Monies);
- (e) all of such Grantor's Equipment and fixtures;
- (f) all of such Grantor's General Intangibles (other than Excluded Trademarks and Excluded Trademark Licenses) including, without limitation, U.S. Trademarks and U.S. Trademark Licenses;
- (g) all of such Grantor's Inventory;
- (h) all of such Grantor's Investment Related Property;
- (i) all of such Grantor's Negotiable Collateral;
- (j) all of such Grantor's rights in respect of Supporting Obligations;
- (k) all of such Grantor's interest with respect to any Commercial Tort Claims listed on Schedule 2;
- (l) all of such Grantor's money, Cash Equivalents, or other assets that now or hereafter come into the possession, custody, or control of any ABL Claimholder; and
- (m) all of the proceeds and products, whether tangible or intangible, of any of the foregoing, including proceeds of insurance or commercial tort claims covering or relating to any or all of the foregoing, and any and all Accounts, Books, Chattel Paper, Deposit Accounts, Equipment, General Intangibles (other than Excluded Trademarks and Excluded Trademark Licenses), Inventory, Investment Related Property, Negotiable Collateral, Supporting Obligations, money, or other tangible or intangible property resulting from the sale, lease, license, exchange, collection, or other disposition of any of the foregoing, the proceeds of any award in condemnation with respect to any of the property of Grantors constituting Collateral, any rebates or refunds, whether for taxes or otherwise, and all proceeds of any such proceeds, or any portion thereof or





proceeds thereof, and all proceeds of any loss of, damage to, or destruction of the above, whether insured or not insured, and, to the extent not otherwise included, any indemnity, warranty, or guaranty payable by reason of loss or damage to, or otherwise with respect to any of the foregoing Collateral (the “Proceeds”). Without limiting the generality of the foregoing, the term “Proceeds” includes whatever is receivable or received when Investment Related Property or proceeds are sold, exchanged, collected, or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes proceeds of any indemnity or guaranty payable to any Grantor or the Collateral Agent from time to time with respect to any of the Investment Related Property.

Notwithstanding anything contained in this Section 2 to the contrary, the term “Collateral” shall not include: (i) any of the Equity Interests of a Foreign Subsidiary of a Grantor other than a First-Tier Foreign Subsidiary of such Grantor, (ii) with respect to any First-Tier Foreign Subsidiary of a Grantor, any Equity Interests in excess of sixty-five percent (65%) of the Equity Interests of such First-Tier Foreign Subsidiary, together with all certificates representing such Equity Interests, all Proceeds thereof and all rights relating thereto, (iii) any Equity Interests in an Excluded Subsidiary, (iv) any Equity Interests in Patch Licensing LLC, (v) any Excluded Trademark or any Excluded Trademark License owned by any Grantor (as licensor or as licensee) and any Proceeds related thereto, (vi) to the extent (and only for so long as) such property does not constitute ABL Collateral, assets and all Proceeds thereof and all rights relating thereto subject to Liens permitted pursuant to clauses (d), (g), (j) or (p) (as it relates to any of the foregoing) of the definition of “Permitted Liens” in the Indenture to the extent the documentation relating to such Liens prohibits the applicable Grantors from granting a Lien on such assets to secure the Secured Obligations, (vii) to the extent (and only for so long as) such property does not constitute ABL Collateral, any Equity Interests of a Person that is not a Subsidiary of the Company and all Proceeds thereof and all rights relating thereto to the extent that a pledge of such Equity Interests, Proceeds or rights is prohibited by such Person’s organizational documents or any shareholders agreement or joint venture agreement relating to such Equity Interests, Proceeds or rights, (viii) to the extent (and only for so long as) such property does not constitute ABL Collateral, any contract, lease, license or other agreement and all Proceeds thereof and all rights relating thereto to the extent that the grant of a security interest therein would violate applicable law, result in the invalidation thereof or provide any party thereto with a right of termination or any other remedy that materially increases the costs or burden of any Grantor thereunder with respect thereto (in each case, after giving effect to Sections 9-406(d), 9-407(a), 9-408(a) and 9-409 of the UCC (or any successor provision or provisions) or any other applicable law), (ix) any Equity Interests or other securities of any Subsidiary of the Company in excess of the maximum amount of such Equity Interests or securities that could be included in the Collateral without creating a requirement pursuant to Rule 3-16 of Regulation S-X under the Securities Act for separate financial statements of such Subsidiary to be included in filings by Company with the SEC and (x) any intent-to-use trademark application to the extent and for so long as creation by a Grantor of a security interest therein would result in the loss by such Grantor of any material rights therein.

3. Real Estate Collateral. In the event that following the Issue Date, any Grantor shall acquire any fee simple ownership interest in any parcel of Real Property (except to the extent subject to a Lien permitted by clauses (d), (g), (j) or (p) (as it relates to any of the foregoing) of the definition of “Permitted Liens” in the Indenture to the extent the documentation relating to

such Lien prohibits the granting of a Lien thereon to secure the Secured Obligations) with a Fair Market Value in excess of \$5,000,000 as of the date of acquisition (a "Specified Real Property"), such Grantor shall provide a Mortgage in favor of the Collateral Agent in such Specified Real Property within 120 days following the date of acquisition thereof. In the event that any Permitted Additional Pari Passu Obligations are incurred following the date any Mortgage is provided, the Grantors shall notify the Collateral Agent thereof in writing and within 120 days following such incurrence take all such action as may be reasonably required to amend each then existing Mortgage in order to ensure that such Permitted Additional Pari Passu Obligations are secured by such Mortgage. In connection with the provision of any new Mortgage or any amendment to any Mortgage pursuant to this Section 3, the related Grantors will provide (a) an Opinion of Counsel stating that such Mortgage creates an enforceable Lien on the applicable Specified Real Property in favor of the Collateral Agent or, if applicable, the relevant Additional Pari Passu Agent, to secure the Secured Obligations, subject to the assumptions and qualifications specified therein, and (b) UCC-1 fixture filings relating to such Specified Real Property filed in the appropriate filing office.

4. Security for Secured Obligations. This Agreement and the Security Interest created hereby secure the payment and performance of all of the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to the Collateral Agent or any other Secured Party, but for the fact that they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any other Grantor.

5. Grantors Remain Liable. Anything herein to the contrary notwithstanding, (a) each of the Grantors shall remain liable under the contracts and agreements included in the Collateral, including the Pledged Operating Agreements and the Pledged Partnership Agreements, to perform all of the duties and obligations thereunder to the same extent as if this Agreement had not been executed, (b) the exercise by the Collateral Agent or any other Secured Party of any of the rights hereunder shall not release any Grantor from any of its duties or obligations under such contracts and agreements included in the Collateral, and (c) no Secured Party shall have any obligation or liability under such contracts and agreements included in the Collateral by reason of this Agreement, nor shall any Secured Party be obligated to perform any of the obligations or duties of any Grantors thereunder or to take any action to collect or enforce any claim for payment assigned hereunder. Until an Event of Default shall occur and be continuing, except as otherwise provided in this Agreement, the Indenture or any Additional Pari Passu Agreement, Grantors shall have the right to possession and enjoyment of the Collateral. Without limiting the generality of the foregoing, it is the intention of the parties hereto that record and beneficial ownership of the Pledged Interests, including all voting, consensual, and dividend rights, shall remain in the applicable Grantor until the occurrence of an Event of Default and until the Collateral Agent shall notify the applicable Grantor of the Collateral Agent's exercise of voting, consensual, or dividend rights with respect to the Pledged Interests pursuant to Section 17 hereof.

6. Representations and Warranties. Each Grantor hereby represents and warrants as follows:

(a) The exact legal name of each of the Grantors is set forth on the signature pages of this Agreement or a written notice provided to the Collateral Agent pursuant to Section 7(d). No Grantor conducts, and, during the five-year period immediately preceding the date hereof, no Grantor has conducted, business under any trade name or other name other than those set forth on Schedule 1 attached hereto.

(b) Such Grantor's organizational identification number (within the meaning of Section 9-516(b)(5)(C)(iii) of the UCC), and its chief executive office, principal place of business and the place where such Grantor maintains its records concerning the Collateral is set forth on Schedule 1. If such Grantor is a corporation, limited liability company, limited partnership, corporate trust or other registered organization, the state under whose law such registered organization was organized is set forth on Schedule 1.

(c) Intentionally Omitted.

(d) Intentionally Omitted.

(e) This Agreement creates a valid security interest in the Collateral of each of Grantors, to the extent a security interest therein can be created under the UCC, securing the payment of the Secured Obligations. Except to the extent a security interest in the Collateral cannot be perfected by the filing of a financing statement under the UCC, the filing of a Copyright Security Agreement with the United States Copyright Office and the filing of a Trademark Security Agreement and a Patent Security Agreement with the United States Patent and Trademark Office, all filings and other actions necessary or desirable to perfect and protect such security interest have been duly taken or will have been taken upon the filing of financing statements and such other filings listing each applicable Grantor, as a debtor, and the Collateral Agent, as secured party, in the jurisdictions listed next to such Grantor's name on Schedule 8. Upon the making of such filings, the Collateral Agent shall have a perfected security interest in the Collateral of each Grantor to the extent such security interest can be perfected by the filing of a financing statement and such other filings, subject only to Permitted Liens.

(f) (i) Each Grantor is the sole holder of record and the legal and beneficial owner, free and clear of all Liens other than Permitted Liens and the Security Interest created hereby, of the Pledged Interests indicated on Schedule 7 as being owned by such Grantor and, when acquired by such Grantor, any Pledged Interests acquired after the Issue Date; (ii) all of the Pledged Interests are duly authorized, validly issued, fully paid and nonassessable and the Pledged Interests constitute or will constitute the percentage of the issued and outstanding Equity Interests of the Pledged Companies of such Grantor identified on Schedule 7 as supplemented or modified by any Pledged Interests Addendum or any supplement to this Agreement; (iii) such Grantor has the right and requisite authority to pledge the Pledged Interests pledged by such Grantor to the Collateral Agent as provided herein; (iv) all actions necessary to perfect the Collateral Agent's Security Interest in the Pledged Interests will have been duly taken, (A) upon the execution and delivery of this Agreement; (B) upon the taking of possession by the ABL Agent of any certificates constituting the Pledged Interests, to the extent such Pledged Interests are represented by certificates, together with undated powers endorsed in blank by the appli-

cable Grantor and (C) upon the filing of financing statements in the applicable jurisdiction set forth on Schedule 8 for such Grantor with respect to the Pledged Interests of such Grantor that are not represented by certificates; and (v) each Grantor has delivered to and deposited with the ABL Agent (or, with respect to any Pledged Interests created or obtained after the date hereof, subject to Section 7(k), will deliver and deposit in accordance with Sections 7(a) and 9) all certificates representing the Pledged Interests owned by such Grantor to the extent such Pledged Interests are represented by certificates, and undated powers endorsed in blank with respect to such certificates. None of the Pledged Interests owned or held by such Grantor has been issued or transferred in violation of any securities registration, securities disclosure or similar laws of any jurisdiction to which such issuance or transfer may be subject.

(g) No consent, approval, authorization, or other order or other action by, and no notice to or filing with, any Governmental Authority or any other Person is required (i) for the grant of a Security Interest by such Grantor in and to the Collateral pursuant to this Agreement or for the execution, delivery, or performance of this Agreement by such Grantor, or (ii) for the exercise by the Collateral Agent of the voting or other rights provided for in this Agreement with respect to the Investment Related Property or the remedies in respect of the Collateral pursuant to this Agreement, except as may be required in connection with such disposition of Investment Related Property by laws affecting the offering and sale of securities generally.

7. Covenants. Each Grantor, jointly and severally, covenants and agrees with the Collateral Agent that from and after the date of this Agreement and until the date of termination of this Agreement in accordance with Section 23 hereof:

(a) Possession of Collateral; Other Actions as to Any and All Collateral. Subject to Section 7(k), on or prior to March 31 and September 30 of each year (commencing March 31, 2010), each Grantor shall (i) deliver physical possession of any Collateral acquired or obtained by such Grantor during the two fiscal quarters of the Company most recently ended prior to such date (or, in the case of March 31, 2010, during the period commencing on the Issue Date and ending on the last day of the fiscal quarter of the Company most recently ended prior to March 31, 2010) to the extent such Collateral consists of (A) Investment Related Property (other than Pledged Interests and any security or security entitlement that is maintained in a securities account), Negotiable Collateral, Chattel Paper (electronic, tangible or otherwise) or Instruments, in each case, individually, having a face amount of at least \$1,000,000, or (B) any Pledged Interests (other than dividends and distributions paid in cash), together with such undated endorsements or powers endorsed in blank as shall be necessary, in each case only if and to the extent that perfection or priority of Collateral Agent's Security Interest in such Collateral is dependent on possession, and (ii) in the case of any such Pledged Interests, deliver to Collateral Agent a duly executed Pledged Interests Addendum identifying such Pledged Interests.

(b) Chattel Paper.

(i) Subject to Section 7(k), each Grantor shall take all steps reasonably necessary to grant Collateral Agent control of all electronic Chattel Paper constituting Colla-

teral in accordance with the UCC and all “transferable records” as that term is defined in Section 16 of the Uniform Electronic Transaction Act and Section 201 of the federal Electronic Signatures in Global and National Commerce Act as in effect in any relevant jurisdiction with respect to Chattel Paper, individually, in the face amount of at least \$1,000,000;

(ii) Subject to Section 7(k), if any Grantor retains possession of any Chattel Paper or Instruments constituting Collateral, individually, in the face amount of at least \$1,000,000 (which retention of possession shall be subject to the extent permitted hereby), such Chattel Paper and Instruments shall be marked with the following legend: “This writing and the obligations evidenced or secured hereby are subject to the Security Interest of U.S. Bank National Association, as Collateral Agent for the benefit of the Secured Parties”;

(c) Commercial Tort Claims. On or prior to March 31 and September 30 of each year (commencing March 31, 2010), if any Grantor shall have commenced a legal action during the two fiscal quarters of the Company most recently ended prior to such date (or, in the case of March 31, 2010, during the period commencing on the Issue Date and ending on the last day of the fiscal quarter of the Company most recently ended prior to March 31, 2010) with respect to a Commercial Tort Claim which if successful would involve a recovery of at least \$1,000,000 (to the extent such Commercial Tort Claim would constitute Collateral), such Grantor shall amend Schedule 2 to this Agreement and file additional financing statements or amendments to existing financing statements and do such other acts or things, in each case, as are deemed necessary by the Grantors to give Collateral Agent a perfected security interest in any such Commercial Tort Claim;

(d) Change in Names: Etc. No Grantor shall effect any change (i) in such Grantor’s legal name, (ii) in the location of such Grantor’s chief executive office, (iii) in such Grantor’s organizational structure, (iv) in such Grantor’s organizational identification number, if any, or (v) in such Grantor’s jurisdiction of organization (in each case, including by merging with or into any other entity, reorganizing, dissolving, liquidating, reorganizing or organizing in any other jurisdiction), unless it shall within 90 days after such change, give the Collateral Agent written notice thereof and take all action required to maintain the perfection and priority of the security interest of the Collateral Agent for the benefit of the Secured Parties in the Collateral of such Grantor;

(e) Intellectual Property. On or prior to March 31 and September 30 of each year (commencing March 31, 2010), if any Grantor shall have obtained or acquired during the two fiscal quarters of the Company most recently ended prior to such date (or, in the case of March 31, 2010, during the period commencing on the Issue Date and ending on the last day of the fiscal quarter of the Company most recently ended prior to March 31, 2010) any Collateral consisting of Patents, Trademarks or Copyrights (but, excluding in each case applications therefor) registered with the United States Patent & Trademark Office or the United States Copyright Office (in each case, or any successor office performing similar functions), in order to facilitate filings with the United States Patent and Trademark Office and the United States Copyright Office, such Grantor shall execute and deliver to Collateral Agent one or more Copyright Security Agreements, Trademark Se-

curity Agreements or Patent Security Agreements to evidence Collateral Agent's Lien on such Collateral, and shall cause such agreements to be filed with the United States Patent & Trademark Office or the United States Copyright Office (in each case, or any successor office performing similar functions), as applicable;

(f) Pledged Interests.

(i) Upon the occurrence and during the continuance of an Event of Default, all sums of money and property paid or distributed in respect of the Pledged Interests which are received by any Grantor shall be held by the Grantors in trust for the benefit of Collateral Agent segregated from such Grantor's other property, and such Grantor shall, subject to Section 7(k), deliver such money and property forthwith to Collateral Agent in the exact form received;

(ii) No Grantor shall make or consent to any amendment or other modification or waiver with respect to any Pledged Interests, Pledged Operating Agreement, or Pledged Partnership Agreement, or enter into any agreement or permit to exist any restriction with respect to any Pledged Interests to the extent prohibited under the Indenture or any Additional Pari Passu Agreement;

(iii) Subject to Section 7(k), upon the occurrence and during the continuance of an Event of Default, each Grantor agrees that it will cooperate with Collateral Agent in obtaining all necessary approvals and making all necessary filings under federal, state or local law in connection with the Security Interest on the Pledged Interests or any sale or transfer thereof;

(g) Insurance. The Grantors shall use commercially reasonable efforts to cause all property insurance policies covering Collateral located in the U.S. and all U.S. general liability insurance policies of the Grantors to name the Collateral Agent as additional insured and, once obtained, the Grantors shall deliver to the Collateral Agent the original certificates of insurance evidencing that such U.S. property and general liability insurance policies of the Grantors that name the Collateral Agent as additional insured are in force;

(h) [omitted];

(i) [omitted];

(j) Other Actions to Perfect. The Grantors shall not be required to take any action to perfect the security interest of the Collateral Agent, other than the filing of UCC-1 financing statements, in any of the following Collateral: (i) any vehicles, aircraft or equipment subject to certificate of title statutes, (ii) assets located in any country other than the United States of America, (iii) Equity Interests of any Foreign Subsidiary, (iv) any Deposit Account or Securities Account (other than the Collateral Account) and (v) Intellectual Property that is not registered with the United States Copyright Office or the United States Patent & Trademark Office, or any successor office thereto; *provided* that in the event any Grantor takes any action (other than granting "control" over such asset to the ABL Agent and except as contemplated by Section 7(k) below) to grant or per-

fect a Lien in favor of the ABL Agent in any assets which are not excluded from the Collateral pursuant to Section 2, such Grantor shall also take such action to grant or perfect a Lien in favor of the Collateral Agent to secure the Secured Obligations.

(k) Delivery of Possessory Collateral to ABL Agent. Notwithstanding anything to the contrary herein, any requirement that any Grantor deliver any Equity Interests, Negotiable Collateral, Investment Related Property, Chattel Paper or other Collateral to the Collateral Agent or any Proceeds therefrom (including, without limitation, any money or property distributed in respect of the Pledged Interests) at any time prior to the Discharge of ABL Obligations (as defined in the Intercreditor Agreement) shall be satisfied by the delivery of such item by such Grantor to the ABL Agent.

8. Relation to Other Security Documents. The provisions of this Agreement shall be subject to Section 28 and shall be read and construed with the other Security Documents referred to below in the manner so indicated.

(a) Mortgages. The provisions of any Mortgage shall govern the security interest of the Collateral Agent in any Specified Real Property.

(b) Patent, Trademark and Copyright Security Agreements. The provisions of the Copyright Security Agreements, the Trademark Security Agreements and Patent Security Agreements are supplemental to the provisions of this Agreement, and nothing contained in the Copyright Security Agreements, the Trademark Security Agreements or the Patent Security Agreements shall limit any of the rights or remedies of Collateral Agent hereunder.

9. Further Assurances.

(a) Subject to Sections 7(j) and (k), each Grantor agrees that from time to time, at its own expense, such Grantor will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary in order to perfect any Security Interest granted or purported to be granted hereby.

(b) Each Grantor acknowledges that it is not authorized to file any financing statement or amendment or termination statement with respect to any financing statement filed in connection with this Agreement except to the extent permitted by Section 23; provided however, that this Section shall not prohibit any Grantor from filing financing statements to perfect or protect the Collateral Agent's Security Interest as otherwise required by this Agreement.

10. The Collateral Agent.

(a) Duties of The Collateral Agent.

(i) If an Event of Default has occurred and is continuing and the Collateral Agent has received written notice thereof from the Company, the Trustee or any Additional Pari Passu Agent, the Collateral Agent may exercise such of the rights and powers vested in it by this Agreement and the Security Documents, and shall use the same degree of care and skill in its exercise as a prudent person would exercise or use under the circumstances in the conduct of his or her own affairs; *provided* that, subject to the limita-



tions on the obligations of the Collateral Agent to take actions as provided herein, in the Indenture or any Additional Pari Passu Agreement, Collateral Agent shall exercise, or refrain from exercising, any remedies provided for herein, in accordance with the written instructions of the Required Secured Parties;

(ii) Except during the continuance of an Event of Default:

(A) the duties of the Collateral Agent shall be determined solely by the express provisions of this Agreement and the Collateral Agent need perform only those duties that are specifically set forth in this Agreement and the other Security Documents and no others, and no implied covenants or obligations shall be read into this Agreement or the Security Documents against the Collateral Agent; and

(B) in the absence of bad faith on its part, the Collateral Agent may conclusively rely, as to the truth of the statements and the correctness of the opinions expressed therein, upon certificates or opinions furnished to the Collateral Agent.

(iii) The Collateral Agent may not be relieved from liability for its own gross negligent action, its own grossly negligent failure to act, or its own willful misconduct, except that:

(A) this paragraph does not limit the effect of paragraph (ii) or (v) of this Section 10(a);

(B) the Collateral Agent shall not be liable for any error of judgment made in good faith by an officer of the Collateral Agent, unless it is proved that the Collateral Agent was grossly negligent in ascertaining the pertinent facts; and

(C) the Collateral Agent shall not be liable with respect to any action it takes or omits to take in good faith in accordance with a direction received by it at the direction of the Required Secured Parties, or for the method and place of conducting any proceeding for any remedy available to the Collateral Agent, or exercising any trust or power conferred upon the Collateral Agent, under this Agreement or any other Security Document.

(iv) Whether or not therein expressly so provided, every provision of this Agreement or any provision of any other Security Document that in any way relates to the Collateral Agent is subject to paragraphs (i), (ii), (iii), (v) and (vi) of this Section 10(a).

(v) No provision of this Agreement or any other Security Document shall require the Collateral Agent to expend or risk its own funds or incur any liability.

(vi) The Collateral Agent shall not be liable for interest on any money received by it except as the Collateral Agent may agree in writing with the Grantors. Money held in trust by the Collateral Agent need not be segregated from other funds except to the extent required by law.

(b) Rights of the Collateral Agent.

(i) The Collateral Agent may conclusively rely and shall be fully protected in acting or refraining from acting on any document believed by it to be genuine and to have been signed or presented by the proper Person. The Collateral Agent need not investigate any fact or matter stated in any such document. The Collateral Agent shall not be obligated to communicate with or deal in any way with any Secured Party other than the Trustee and any Additional Pari Passu Agent. In determining (x) the amount of Secured Obligations outstanding under the Indenture or any Additional Pari Passu Agreement or (y) whether the consent of any Secured Party to any amendment, waiver or other action under this Agreement or any other Security Document has been obtained, the Collateral Agent may conclusively rely on any statement by the Trustee or the applicable Additional Pari Passu Agent as to such matter.

(ii) Before the Collateral Agent acts or refrains from acting, it may require an Officers' Certificate. The Collateral Agent shall not be liable for any action it takes or omits to take in good faith in reliance on such Officers' Certificate. The Collateral Agent may consult with counsel of the Collateral Agent's own choosing (which may be counsel to the Grantors) and the Collateral Agent shall be fully protected from liability in respect of any action taken, suffered or omitted by it hereunder in good faith and in reliance on the advice or opinion of such counsel or on any Opinion of Counsel.

(iii) The Collateral Agent may act through its attorneys and agents and shall not be responsible for the misconduct or negligence of any attorney or agent appointed with due care.

(iv) The Collateral Agent shall not be liable for any action it takes or omits to take in good faith that it believes to be authorized or within the rights or powers conferred upon it by this Agreement or any other Security Document. Whenever in the administration of this Agreement or any Security Document the Collateral Agent shall deem it desirable that a matter be proved or established prior to taking, suffering or omitting any action hereunder, the Collateral Agent (unless other evidence be herein specifically prescribed) may, in the absence of bad faith on its part, conclusively rely upon an Officers' Certificate.

(v) Unless otherwise specifically provided in this Agreement or any other Security Document, any demand, request, direction or notice from any Grantor shall be sufficient if evidenced by an Officer's Certificate.

(vi) The Collateral Agent shall be under no obligation to exercise any of the rights or powers vested in it by this Agreement or any other Security Document at the request or direction of any of the Secured Parties unless such Secured Parties shall have offered to the Collateral Agent reasonable security and indemnity reasonably satisfactory to the Collateral Agent against the costs, expenses and liabilities that might be incurred by it in compliance with such request or direction.

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(vii) The Collateral Agent shall not be bound to make any investigation into the facts or matters stated in any resolution, certificate, statement, instrument, opinion, report, notice, request, direction, consent, order, bond, debenture, note, other evidence of indebtedness or other paper or documents, but the Collateral Agent, in its discretion, may make such further inquiry or investigation into such facts or matters as it may see fit, and, if the Collateral Agent shall determine to make such further inquiry or investigation, it shall be entitled to examine during normal business hours and upon reasonable notice the books, records and premises of any Grantor, personally or by agent or attorney at the sole cost of the Grantors, and shall incur no liability or additional liability of any kind by reason of such inquiry or investigation.

(viii) The rights, privileges, protections and benefits given to the Collateral Agent, including, without limitation, its rights to be indemnified, are extended to, and shall be enforceable by, the Collateral Agent in each of its capacities hereunder, and to each agent, custodian and other Persons employed to act hereunder or under any Security Document.

(ix) The Collateral Agent may request that the Company deliver an Officers' Certificate setting forth the names of individuals and/or titles of officers authorized at such time to take specified actions pursuant to this Agreement or any other Security Document, which Officers' Certificate may be signed by any person authorized to sign an Officers' Certificate, including any person specified as so authorized in any such certificate previously delivered and not superseded.

(x) The permissive right of the Collateral Agent to take or refrain from taking any actions enumerated in this Agreement or any other Security Document shall not be construed as a duty.

(c) Individual Rights of Collateral Agent. The Collateral Agent in its individual or any other capacity may become the owner or pledgee of Secured Obligations and may otherwise deal with any Grantor or any Affiliate of any Grantor with the same rights it would have if it were not Collateral Agent.

(d) Collateral Agent's Disclaimer. The Collateral Agent shall not be responsible for and makes no representation as to the validity or adequacy of this Agreement or any other Security Document, or the existence, genuineness, value or protection of any Collateral (except for the safe custody of Collateral in its possession and the accounting for Trust Monies actually received by it in accordance with the terms hereof), the legality, effectiveness or sufficiency of any Security Document, or the creation, perfection, priority, sufficiency or protection of any Lien on any Collateral, and it shall not be responsible for any statement or recital in this Agreement or any other Security Document.

(e) Replacement of Collateral Agent. A resignation or removal of the Collateral Agent and appointment of a successor Collateral Agent shall become effective only upon the successor Collateral Agent's acceptance of appointment as provided in this Section 10(e). The Collateral Agent may resign in writing at any time by so notifying the Company, the Trustee and each Additional Pari Passu Agent. The Company may remove the Collateral Agent if:

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- (i) the Collateral Agent is removed as Trustee under the Indenture;
- (ii) the Collateral Agent fails to comply with Section 10(g) hereof;
- (iii) the Collateral Agent is adjudged a bankrupt or an insolvent or an order for relief is entered with respect to the Collateral Agent under the Bankruptcy Code;
- (iv) a custodian or public officer takes charge of the Collateral Agent or its property; or
- (v) the Collateral Agent becomes incapable of acting.

If the Collateral Agent resigns or is removed or if a vacancy exists in the office of Collateral Agent for any reason, the Company shall promptly appoint a successor Collateral Agent which complies with the eligibility requirements contained in the Indenture and each Additional Pari Passu Agreement.

If a successor Collateral Agent does not take office within 30 days after the retiring Collateral Agent resigns or is removed, the retiring Collateral Agent, the Company or the holders of at least 10% in principal amount of the then outstanding principal amount of Secured Obligations may petition any court of competent jurisdiction for the appointment of a successor Collateral Agent.

A successor Collateral Agent shall deliver a written acceptance of its appointment to the retiring Collateral Agent and to the Company. Thereupon, the resignation or removal of the retiring Collateral Agent shall become effective, and the successor Collateral Agent shall have all the rights, powers and the duties of the Collateral Agent under this Agreement and the other Security Documents. The successor Collateral Agent shall mail a notice of its succession to the Trustee and each Additional Pari Passu Agent. The retiring Collateral Agent shall promptly transfer all property held by it as Collateral Agent to the successor Collateral Agent.

(f) Successor Collateral Agent by Merger, Etc. If the Collateral Agent consolidates, merges or converts into, or transfers all or substantially all of its corporate trust business to, another Person, the successor Person without any further act shall be the successor Collateral Agent under this Agreement and the other Security Documents.

(g) Eligibility. There shall at all times be a Collateral Agent hereunder that (i) meets the requirements for being a Trustee under the Indenture (prior to the discharge or defeasance of the Indenture) and (ii) following the discharge or defeasance of the Indenture, meets the requirements for being the Additional Pari Passu Agent under any then extant Additional Pari Passu Agreement.

(h) Collateral Agent's Application for Instructions from the Company. Any application by the Collateral Agent for written instructions from the Company may, at the option of the Collateral Agent, set forth in writing any action proposed to be taken or omitted by the Collateral Agent under this Agreement or any other Security Document and the date on and/or after which such action shall be taken or such omission shall be effective. The Collateral Agent shall not be liable for any action taken by, or omission of, the Collateral Agent in accordance

with a proposal included in such application on or after the date specified in such application (which date shall not be less than twenty Business Days after the date any officer of the Company actually receives such application, unless any such officer shall have consented in writing to any earlier date) unless prior to taking any such action (or the effective date in the case of an omission), the Collateral Agent shall have received written instructions in response to such application specifying or objecting to the action to be taken or omitted.

(i) Co-Collateral Agent: Separate Collateral Agent. At any time or times, for the purpose of meeting the legal requirements of any jurisdiction in which any of the Collateral may at the time be located, the Company and the Collateral Agent shall have power to appoint agents and sub-agents to the extent permitted under the Indenture and each Additional Pari Passu Agreement.

11. Collateral Agent's Right to Perform Contracts. Upon the occurrence and during the continuance of an Event of Default, Collateral Agent (or its designee) may (but shall be under no obligation to) upon prior notice to the Company proceed to perform any and all of the obligations of any Grantor contained in any contract, lease, or other agreement constituting Collateral and exercise any and all rights of any Grantor therein contained as fully as such Grantor itself could.

12. Collateral Agent Appointed Attorney-in-Fact. Each Grantor hereby irrevocably appoints Collateral Agent its attorney-in-fact, with full authority in the place and stead of such Grantor and in the name of such Grantor or otherwise, at such time as an Event of Default has occurred and is continuing, to take any action and to execute any instrument which Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes of this Agreement, including:

(a) to ask, demand, collect, sue for, recover, compromise, receive and give acquittance and receipts for moneys due and to become due under or in connection with the Accounts constituting Collateral or any other Collateral of such Grantor;

(b) to receive and open all mail addressed to such Grantor and to notify postal authorities to change the address for the delivery of mail to such Grantor to that of Collateral Agent;

(c) to receive, indorse, and collect any Drafts or other Instruments, Documents, Negotiable Collateral or Chattel Paper;

(d) to file any claims or take any action or institute any proceedings which Collateral Agent may deem necessary or desirable for the collection of any of the Collateral of such Grantor or otherwise to enforce the rights of Collateral Agent with respect to any of the Collateral;

(e) to repair, alter, or supply Goods, if any, necessary to fulfill in whole or in part the purchase order of any Person obligated to such Grantor in respect of any Account of such Grantor constituting Collateral;

(f) to use any labels, Patents, Trademarks, trade names, URLs, domain names, industrial designs, Copyrights, advertising matter or other industrial or intellectual property rights, in advertising for sale and selling Inventory and other Collateral and to collect any amounts due under Accounts constituting Collateral, contracts or Negotiable Collateral of such Grantor to the extent permitted under applicable licenses agreements or as permitted by applicable law; and

(g) to bring suit in its own name to enforce Collateral consisting of the Patents, Trademarks, Copyrights and Intellectual Property Licenses related to Patents, Trademarks and Copyrights and, if Collateral Agent shall commence any such suit, the appropriate Grantor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Collateral Agent in aid of such enforcement.

To the extent permitted by law, each Grantor hereby ratifies all that such attorney-in-fact 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.

13. Collateral Agent May Perform. If any of the Grantors fails to perform any agreement contained herein, Collateral Agent may itself perform, or cause performance of, such agreement, and the reasonable expenses of Collateral Agent incurred in connection therewith shall be payable, jointly and severally, by Grantors.

14. Collateral Agent's Duties. The powers conferred on Collateral Agent hereunder are solely to protect Collateral Agent's interest in the Collateral, for the benefit of the Secured Parties, and shall not impose any duty upon Collateral Agent to exercise any such powers. Except for the safe custody of any Collateral in its actual possession and the accounting for moneys actually received by it hereunder, Collateral Agent shall have no duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral.

15. Collection of Certain Accounts, Certain General Intangibles and Negotiable Collateral. At any time upon the occurrence and during the continuation of an Event of Default, Collateral Agent or Collateral Agent's designee may (a) notify Account Debtors of any Grantor to pay all amounts owing on Accounts constituting Collateral to Collateral Agent, for the benefit of the Secured Parties, and (b) collect the Accounts, General Intangibles and Negotiable Collateral (in each case to the extent constituting Collateral) directly, and any collection costs and expenses shall constitute part of such Grantor's Secured Obligations under the Security Documents.

16. Disposition of Pledged Interests by Collateral Agent. None of the Pledged Interests existing as of the date of this Agreement are, and none of the Pledged Interests hereafter acquired on the date of acquisition thereof will be, registered or qualified under the various federal or state securities laws of the United States and disposition thereof after an Event of Default may be restricted to one or more private (instead of public) sales in view of the lack of such registration. Each Grantor understands that in connection with such disposition, Collateral Agent may approach only a restricted number of potential purchasers and further understands that a sale un-

der such circumstances may yield a lower price for the Pledged Interests than if the Pledged Interests were registered and qualified pursuant to federal and state securities laws and sold on the open market. Each Grantor, therefore, agrees that: (a) if Collateral Agent shall, pursuant to the terms of this Agreement, sell or cause the Pledged Interests or any portion thereof to be sold at a private sale, Collateral Agent shall have the right to rely upon the advice and opinion of any nationally recognized brokerage or investment firm (but shall not be obligated to seek such advice and the failure to do so shall not be considered in determining the commercial reasonableness of such action) as to the best manner in which to offer the Pledged Interests or any portion thereof for sale and as to the best price reasonably obtainable at the private sale thereof; and (b) such reliance shall be conclusive evidence that Collateral Agent has handled the disposition in a commercially reasonable manner.

17. Voting Rights.

Upon the occurrence and during the continuation of an Event of Default, (i) Collateral Agent may, at its option, and with prior notice to any Grantor, and in addition to all rights and remedies available to Collateral Agent under any other agreement, at law, in equity, or otherwise, exercise all voting rights, and all other ownership or consensual rights in respect of the Pledged Interests owned by such Grantor, but under no circumstances is Collateral Agent obligated by the terms of this Agreement to exercise such rights, and (ii) if Collateral Agent duly exercises its right to vote any of such Pledged Interests, each Grantor hereby appoints Collateral Agent, such Grantor's true and lawful attorney-in-fact and grants to Collateral Agent an IRREVOCABLE PROXY to vote such Pledged Interests in any manner Collateral Agent deems advisable for or against all matters submitted or which may be submitted to a vote of shareholders, partners or members, as the case may be. The power-of-attorney granted hereby is coupled with an interest and shall be irrevocable.

18. Remedies. Upon the occurrence and during the continuance of an Event of Default:

(a) Collateral Agent may exercise in respect of the Collateral, in addition to other rights and remedies provided for herein, in the Indenture or any Additional Pari Passu Agreement, or otherwise available to it, all the rights and remedies of a secured party on default under the UCC or any other applicable law. Without limiting the generality of the foregoing, each Grantor expressly agrees that, in any such event, Collateral Agent without demand of performance or other demand, advertisement or notice of any kind (except a notice specified below of time and place of public or private sale) to or upon any of Grantors or any other Person (all and each of which demands, advertisements and notices are hereby expressly waived to the maximum extent permitted by the UCC or any other applicable law), may take immediate possession of all or any portion of the Collateral and (i) require Grantors to, and each Grantor hereby agrees that it will at its own expense and upon request of Collateral Agent forthwith, assemble all or part of the Collateral as directed by Collateral Agent and make it available to Collateral Agent at one or more locations where such Grantor regularly maintains Inventory, and (ii) without notice (except as specified below), sell the Collateral or any part thereof in one or more parcels at public or private sale, at any of Collateral Agent's offices or elsewhere, for cash, on credit, and upon such other terms as Collateral Agent may deem commercially reason-

able. Each Grantor agrees that, to the extent notice of sale shall be required by law, at least 10 days notice to any of Grantors of the time and place of any public sale or the time after which any private sale is to be made shall constitute reasonable notification and specifically such notice shall constitute a reasonable “authenticated notification of disposition” within the meaning of Section 9-611 of the UCC. Collateral Agent shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Collateral Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

(b) Collateral Agent is hereby granted a license or other right to use, without liability for royalties or any other charge, each Grantor’s labels, Patents, Copyrights, rights of use of any name, trade secrets, trade names, Trademarks, service marks and advertising matter, URLs, domain names, industrial designs, other industrial or Intellectual Property or any property of a similar nature owned by any of Grantors, as it pertains to the Collateral, in each case in preparing for sale, advertising for sale and selling any Collateral and in connection with such sale. Each Grantor’s rights under all licenses and all franchise agreements shall inure to the benefit of Collateral Agent in each case, solely to the extent permitted under applicable licenses and franchise agreements or as permitted by applicable law, in preparing for sale, advertising for sale and selling any Collateral and in connection with such sale.

(c) Any cash held by Collateral Agent as Collateral and all cash proceeds received by Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral shall be applied against the Secured Obligations in the order set forth in Annex III. In the event the proceeds of Collateral are insufficient to satisfy all of the Secured Obligations in full, each Grantor shall remain jointly and severally liable for any such deficiency.

(d) Each Grantor hereby acknowledges that the Secured Obligations arose out of a commercial transaction, and agrees that if an Event of Default shall occur and be continuing, Collateral Agent shall, to the extent permitted by applicable law, have the right to an immediate writ of possession without notice of a hearing. Collateral Agent shall have the right to the appointment of a receiver for the properties and assets of each Grantor, and each Grantor hereby consents to such rights and such appointment and hereby waives any objection such Grantors may have thereto or the right to have a bond or other security posted by Collateral Agent.

19. Remedies Cumulative. Each right, power, and remedy of Collateral Agent as provided for in this Agreement or in the other Security Documents or now or hereafter existing at law or in equity or by statute or otherwise shall be cumulative and concurrent and shall be in addition to every other right, power, or remedy provided for in this Agreement or in the other Security Documents or now or hereafter existing at law or in equity or by statute or otherwise, and the exercise or beginning of the exercise by Collateral Agent of any one or more of such rights, powers, or remedies shall not preclude the simultaneous or later exercise by Collateral Agent of any or all such other rights, powers, or remedies.

20. Marshaling. Collateral Agent shall not be required to marshal any present or future collateral security (including but not limited to the Collateral) for, or other assurances of payment of, the Secured Obligations or any of them or to resort to such collateral security or other assurances of payment in any particular order, and all of its rights and remedies hereunder and in respect of such collateral security and other assurances of payment shall be cumulative and in addition to all other rights and remedies, however existing or arising. To the extent that it lawfully may, each Grantor hereby agrees that it will not invoke any law relating to the marshaling of collateral which might cause delay in or impede the enforcement of Collateral Agent's rights and remedies under this Agreement or under any other instrument creating or evidencing any of the Secured Obligations or under which any of the Secured Obligations is outstanding or by which any of the Secured Obligations is secured or payment thereof is otherwise assured, and, to the extent that it lawfully may, each Grantor hereby irrevocably waives the benefits of all such laws.

21. Merger, Amendments, Waivers; Etc. THIS WRITTEN AGREEMENT, TOGETHER WITH THE OTHER SECURITY DOCUMENTS AND ANY ADDITIONAL PARI PASSU AGREEMENT, 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 AGREEMENTS BETWEEN THE PARTIES. No waiver of any provision of this Agreement, and no consent to any departure by any of Grantors herefrom, shall in any event be effective unless the same shall be in writing and signed by the Collateral Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given. No modification of any terms of this Agreement or any other Security Document (including any waiver thereof) shall be effective, unless such modification is specifically provided in a writing directed to the applicable Grantor and executed by the Collateral Agent with the consent of such Secured Parties, if any, required by (i) the Indenture and (ii) any Additional Pari Passu Agreement, and such modification shall be applicable only to the matter specified.

22. Addresses for Notices. All notices and other communications provided for hereunder shall be given in the form and manner and delivered to Collateral Agent or the Trustee at its address specified in the Indenture, to any of the Grantors at their respective addresses specified in the Indenture and to any Additional Pari Passu Agent, to it at the address specified in the applicable Additional Pari Passu Joinder Agreement or, as to any party, at such other address as shall be designated by such party in a written notice to the other parties.

23. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral (other than any Mortgaged Property) and shall (a) remain in full force and effect until the Discharge of Obligations, (b) be binding upon each of the Grantors, and their respective successors and assigns, and (c) inure to the benefit of, and be enforceable by, Collateral Agent, and its successors, transferees and assigns. Upon the Discharge of Obligations, the Security Interest granted hereby shall terminate and all rights to the Collateral shall revert to Grantors or any other Person entitled thereto. No transfer, renewal, extension or assignment of this Agreement, any other Security Document or any Additional Pari Passu Agreement, or any other instrument or document executed and delivered by any Grantor to Collateral Agent, nor the taking of further security, nor the retaking of the Collateral by Collateral Agent, nor any other act



of any Secured Party shall release any of Grantors from any obligation under this Agreement or any other Security Document. Collateral Agent shall not by any act, delay, omission or otherwise, be deemed to have waived any of its rights or remedies hereunder, unless such waiver is in writing and signed by Collateral Agent and then only to the extent therein set forth. A waiver by Collateral Agent of any right or remedy on any occasion shall not be construed as a bar to the exercise of any such right or remedy which Collateral Agent would otherwise have had on any other occasion. In addition, the Security Interests granted hereunder and the Liens granted under any of the other Security Documents shall terminate and be released, in whole or in part, (i) as to the Secured Obligations under the Indenture and the Notes, as provided in the Indenture and (ii) as to the Permitted Additional Pari Passu Obligations under any Additional Pari Passu Agreement, as provided in such Additional Pari Passu Agreement. Collateral shall be released from the Security Interest under this Agreement and the Lien under any of the other Security Documents as provided in (i) the Indenture with respect to Liens securing Secured Obligations under the Indenture and the Notes and (ii) each Additional Pari Passu Agreement relating to Permitted Pari Passu Obligations with respect to Liens securing such Permitted Additional Pari Passu Obligations. The Grantors may file appropriate termination statements, mortgage releases satisfactions and re-conveyances, and other filings to terminate or evidence the termination of the Security Interests in and Liens on any assets that have been released from the Security Interest under this Agreement and the Liens under any other Security Documents in accordance with this Section 23 and, at the Grantors' expense, the Collateral Agent shall return all Collateral in its possession to the Grantors and shall execute any termination, amendment, mortgage release, satisfaction or re-conveyance, required or desirable to terminate or evidence the termination of the Security Interest in or Lien on any property or assets released from the Security Interest under this Agreement or any Lien released under any other Security Document.

24. 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.

25. New Subsidiaries. Any new direct or indirect Domestic Subsidiary (whether by acquisition or creation) of a Grantor that under the terms of the Indenture of any Additional Pari Passu Agreement is required to enter into this Agreement shall do so by executing and delivering in favor of Collateral Agent a supplement to this Agreement in the form of Annex 1 attached hereto. Upon the execution and delivery of such supplement by such new Domestic Subsidiary, such Domestic Subsidiary shall become a Grantor hereunder with the same force and effect as if originally named as a Grantor herein. The execution and delivery of any instrument adding an additional Grantor as a party to this Agreement shall not require the consent of any Grantor or any other party hereunder. The rights and obligations of each Grantor hereunder shall remain in full force and effect notwithstanding the addition of any new Grantor hereunder.

26. Collateral Agent. Each reference herein to any right granted to, benefit conferred upon or power exercisable by "Collateral Agent" shall be a reference to Collateral Agent, for the benefit of the Secured Parties.

27. Permitted Additional Pari Passu Obligations. On or after the Issue Date, the Company may from time to time designate additional obligations as Permitted Additional Pari Passu Obligations by delivering to the Collateral Agent, the Trustee and each Additional Pari

Passu Agent (a) an Officer's Certificate (i) identifying the obligations so designated and the aggregate principal amount or face amount thereof, stating that such obligations are designated as "Permitted Additional Pari Passu Obligations" for purposes hereof, (ii) representing that such designation complies with the terms of the Indenture and each then extant Additional Pari Passu Agreement, and (iii) specifying the name and address of the Additional Pari Passu Agent for such obligations (if other than the Trustee); (b) except in the case of Additional Notes, a fully executed Additional Pari Passu Joinder Agreement (in the form attached as Annex 2); and (c) an Opinion of Counsel to the effect that the designation of such obligations as "Permitted Additional Pari Passu Obligations" does not violate the terms of the Indenture or any then extant Additional Pari Passu Agreement (upon which the Collateral Agent may conclusively and exclusively rely) subject to the qualifications specified therein.

28. Intercreditor Matters. By accepting the benefits of this Agreement and the other Security Documents, the Collateral Agent, the Trustee, on behalf of itself and the Noteholders and each Additional Pari Passu Agent, on behalf of itself and the Secured Parties under the Additional Pari Passu Agreement under which it is acting in such capacity, agrees that it is bound by (i) the terms of the Intercreditor Agreement applicable to each of them and (ii) the provisions of Annex III. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

29. Miscellaneous.

(a) This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile or other electronic method of transmission also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(b) Any provision of this Agreement which is prohibited or unenforceable shall be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

(c) Headings used in this Agreement are for convenience only and shall not be used in connection with the interpretation of any provision hereof.

(d) The pronouns used herein shall include, when appropriate, either gender and both singular and plural, and the grammatical construction of sentences shall conform thereto.

(e) Unless the context of this Agreement or any other Security Document clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has,

except where otherwise indicated, the inclusive meaning represented by the phrase “and/or.” The words “hereof,” “herein,” “hereby,” “hereunder,” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Agreement unless otherwise specified. Any reference in this Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person’s successors and assigns. Any requirement of a writing contained herein or in any other Security Document shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

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IN WITNESS WHEREOF, the undersigned parties hereto have executed this Agreement by and through their duly authorized officers, as of the day and year first above written.

**GRANTORS:**

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SFI OF OXFORD ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA R&R HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**COLLATERAL AGENT:**

**U.S. BANK NATIONAL ASSOCIATION,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

**TRUSTEE:**

**U.S. BANK NATIONAL ASSOCIATION,**  
as Trustee

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE 1**

**TRADE NAMES; ORGANIZATIONAL IDENTIFICATION NUMBERS;  
CHIEF EXECUTIVE OFFICES**

**Legal Names, Etc.**

<b><u>Legal Name</u></b>	<b><u>Type of Entity</u></b>	<b><u>Registered Organization (Yes/No)</u></b>	<b><u>Organizational Number</u></b>	<b><u>Federal Taxpayer Identification Number</u></b>	<b><u>State of Formation</u></b>
Oxford Industries, Inc.	Corporation	Yes	J313189	58-0831862	Georgia
Oxford International, Inc.	Corporation	Yes	J204283	58-1469312	Georgia
Ben Sherman Clothing, Inc.	Corporation	Yes	K420057	58-2124593	Georgia
Oxford Garment, Inc.	Corporation	Yes	2209382	58-1862551	Delaware
Piedmont Apparel Corporation	Corporation	Yes	3061644	51-0393417	Delaware
Lionshead Clothing Company	Corporation	Yes	3061645	51-0393413	Delaware
Oxford Caribbean, Inc.	Corporation	Yes	2550988	58-2250128	Delaware
Oxford Lockbox, Inc.	Corporation	Yes	4132945	20-4606943	Delaware
SFI of Oxford Acquisition Corporation	Corporation	Yes	4029893	20-3554043	Delaware

Tommy Bahama Group, Inc.	Corporation	Yes	2304525	13-3676108	Delaware
Tommy Bahama R&R Holdings, Inc.	Corporation	Yes	2691928	13-3923200	Delaware
Tommy Bahama Beverages, LLC	Limited Liability Company	Yes	3882133	20-2046093	Delaware
Viewpoint Marketing, Inc.	Corporation	Yes	P07000063076	26-0270235	Florida
Oxford of South Carolina, Inc.	Corporation	Yes	None.	58-2403944	South Carolina
Tommy Bahama Texas Beverages, LLC	Limited Liability Company	Yes	800416300	20-2045908	Texas

**Prior Organizational Names**

<u>Company/Subsidiary</u>	<u>Prior Name</u>	<u>Date of Change</u>
Ben Sherman Clothing, Inc.	Oxford Clothing Corporation	July 30, 2004
Tommy Bahama Group, Inc.	Viewpoint International, Inc.	January 2005

**Changes in Corporate Identity; Other Names**

The following names have been used by Oxford Industries, Inc. within the past five years:

Lanier Clothes  
Oxford Apparel  
Oxford Golf  
Ely & Walker

The following names have been used by Tommy Bahama R&R Holdings, Inc. (or by entities which have been merged into Tommy Bahama R&R Holdings, Inc.) within the past five years:

Tommy Bahama Ala Moana  
Tommy Bahama Atlantic City  
Tommy Bahama Austin  
Tommy Bahama Biltmore  
Tommy Bahama Birmingham  
Tommy Bahama Boca Raton  
Tommy Bahama's Tropical Café & Emporium  
Tommy Bahama Café Emporium  
Tommy Bahama Charleston  
Tommy Bahama Cherry Creek  
Tommy Bahama Dallas  
Tommy Bahama Dallas Galleria  
Tommy Bahama Farmers Market  
Tommy Bahama's Island Grille  
Tommy Bahama Kansas City  
Tommy Bahama La Jolla  
Tommy Bahama Las Olas  
Tommy Bahama Las Vegas  
Tommy Bahama Las Vegas Fashion Show  
Tommy Bahama Las Vegas Forum  
Tommy Bahama Manhattan Village  
Tommy Bahama Mauna Lani  
Tommy Bahama Mission Viejo

Tommy Bahama Myrtle Beach  
Tommy Bahama Newport Beach  
Tommy Bahama North Scottsdale  
Tommy Bahama Orlando  
Tommy Bahama Palm Beach Gardens  
Tommy Bahama Palm Desert  
Tommy Bahama Palo Alto  
Tommy Bahama Pasadena  
Tommy Bahama Phipps Plaza  
Tommy Bahama Primm  
Tommy Bahama Relax  
Tommy Bahama San Diego Fashion Valley  
Tommy Bahama San Jose  
Tommy Bahama Sarasota  
Tommy Bahama South Park  
Tommy Bahama St. Augustine  
Tommy Bahama Troy  
Tommy Bahama Tucson  
Tommy Bahama Tysons Galleria  
Tommy Bahama Wailea  
Tommy Bahama Walnut Creek  
Tommy Bahama Whalers Village  
Tommy Bahama Woodbury Commons  
Tommy Bahama International Plaza  
Tommy Bahama Short Hills  
Tommy Bahama Wellington Green  
Tommy Bahama Woodlands  
Tommy Bahama Womens Swimwear  
Tommy Bahama Golf  
Indigo Palms Fashion Island  
Indigo Palms Las Vegas Forum  
Indigo Palms Santana Row  
Indigo Palms Las Olas

The following Subsidiaries have used the following names:

- Piedmont Apparel Corporation has used Airman Shirt Co., Ltd.
- Lionshead Clothing Company has used Manchester Shirts, Inc.
- SFI of Oxford Acquisition Corporation has used Arnold Brant.
- Tommy Bahama Group, Inc. has used the names Tommy Bahama Golf, Indigo Palms and Island Soft.



- Oxford of South Carolina, Inc. has used the name Next Day Apparel, Inc. (asset purchase).

**Chief Executive Offices**

<u>Company/Subsidiary</u>	<u>Chief Executive Office and Principal Place of Business</u>	<u>County</u>	<u>State</u>
Oxford Industries, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Oxford International, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Ben Sherman Clothing, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Oxford Garment, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Piedmont Apparel Corporation	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Lionshead Clothing Company	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Oxford Caribbean, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Oxford Lockbox, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
SFI of Oxford Acquisition Corporation	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Tommy Bahama Group, Inc.*	428 Westlake Avenue North Seattle, WA 98109	King	Washington
	or		
	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Tommy Bahama R&R Holdings, Inc.*	428 Westlake Avenue North Seattle, WA 98109	King	Washington
	or		
	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia

<u>Company/Subsidiary</u>	<u>Chief Executive Office and Principal Place of Business</u>	<u>County</u>	<u>State</u>
Tommy Bahama Beverages, LLC*	428 Westlake Avenue North Seattle, WA 98109	King	Washington
	or		
	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Viewpoint Marketing, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Oxford of South Carolina, Inc.	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
Tommy Bahama Texas Beverages, LLC*	428 Westlake Avenue North Seattle, WA 98109	King	Washington
	or		
	222 Piedmont Avenue, NE Atlanta, GA 30308	Fulton	Georgia
	or		
	9595 Six Pines Drive, Suite 700 The Woodlands, TX 77380	Montgomery	Texas

\* For the purposes of filing UCC-1 financing statements, the chief executive office of this entity is located at 222 Piedmont Avenue, NE, Atlanta, GA 30308.

**Books and Records Regarding Collateral**

Books and records regarding the Collateral are maintained at 222 Piedmont Avenue, Atlanta, GA 30308 - 1545.

**SCHEDULE 2**

## COMMERCIAL TORT CLAIMS

None.

**SCHEDULE 3**

## COPYRIGHT REGISTRATIONS AND APPLICATIONS FOR REGISTRATION

<b>CLAIMANT</b>	<b>TITLE</b>	<b>COPYRIGHT NUMBER</b>
Oxford Industries, Inc.	Holbrook training performance program.	TXu000280688
Oxford Industries, Inc.	Island Soft.	TXu001158449
Oxford Industries, Inc.	Paradise party : the official paradise nation party planner.	TXu001158448
Viewpoint International, Inc.	Four food groups : no. T7314, T7313.	VA0001226307
Viewpoint International, Inc.	Island carpool : no. T7316.	VA0001226306
Viewpoint International, Inc.	Paradise Beach : no. T30300.	VA0001226305
Viewpoint International, Inc.	Scene stealer : no. T7315, T7312.	VA0001226308
Viewpoint International, Inc.	Smooth operator : no. T30299, T7320.	VA0001226304
Viewpoint International, Inc.	(44)T20073/TB2613.	VA0001282101
Viewpoint International, Inc.	(44)TB2620.	VA0001282098
Viewpoint International, Inc.	(44)TB2623.	VA0001275845
Viewpoint International, Inc.	(44)TB2643.	VA0001275850
Viewpoint International, Inc.	(44)TB30338.	VA0001282111
Viewpoint International, Inc.	(44)TB30347.	VA0001282110
Viewpoint International, Inc.	(44)TB30580.	VA0001282091
Viewpoint International, Inc.	(44)TB30651.	VA0001282119
Viewpoint International, Inc.	(44)TB30654.	VA0001282086
Viewpoint International, Inc.	(44)TB30664/TB2682.	VA0001275853
Viewpoint International, Inc.	(44)TB30667.	VA0001282106
Viewpoint International, Inc.	(44)TB30672/2642/9217.	VA0001282100
Viewpoint International, Inc.	(44)TB30677.	VA0001282118
Viewpoint International, Inc.	(44)TB30677/2619/9220.	VA0001282085
Viewpoint International, Inc.	(44)TB30684.	VA0001282109
Viewpoint International, Inc.	(44)TB30695.	VA0001282093
Viewpoint International, Inc.	(44)TB30701.	VA0001282090
Viewpoint International, Inc.	(44)TB30708.	VA0001282083
Viewpoint International, Inc.	(44)TB30710.	VA0001282102
Viewpoint International, Inc.	(44)TB30717.	VA0001275852
Viewpoint International, Inc.	(44)TB30740.	VA0001282099

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	(44)TB30751.	VA0001282117
Viewpoint International, Inc.	(44)TB30759.	VA0001282115
Viewpoint International, Inc.	(44)TB30760.	VA0001282095
Viewpoint International, Inc.	(44)TB30761/TB2645.	VA0001275849
Viewpoint International, Inc.	(44)TB30763.	VA0001282096
Viewpoint International, Inc.	(44)TB30764.	VA0001282107
Viewpoint International, Inc.	(44)TB30768.	VA0001282121
Viewpoint International, Inc.	(44)TB30770.	VA0001282092
Viewpoint International, Inc.	(44)TB30771.	VA0001282114
Viewpoint International, Inc.	(44)TB9216.	VA0001282108
Viewpoint International, Inc.	44TB2609.	VA0001282094
Viewpoint International, Inc.	44TB2629.	VA0001282087
Viewpoint International, Inc.	44TB30653.	VA0001282082
Viewpoint International, Inc.	44TB30699/9218.	VA0001282120
Viewpoint International, Inc.	44TB9207.	VA0001282113
Viewpoint International, Inc.	(51)TB1195.	VA0001284300
Viewpoint International, Inc.	(51)TB2653.	VA0001284291
Viewpoint International, Inc.	(51)TB2678.	VA0001284299
Viewpoint International, Inc.	(51)TB30814.	VA0001284290
Viewpoint International, Inc.	(51)TB30821.	VA0001284294
Viewpoint International, Inc.	(51)TB30822.	VA0001284295
Viewpoint International, Inc.	(51)TB30825.	VA0001284298
Viewpoint International, Inc.	(51)TB30840.	VA0001284293
Viewpoint International, Inc.	(51)TB30841.	VA0001284297
Viewpoint International, Inc.	(51)TB30842.	VA0001284292
Viewpoint International, Inc.	(51)TB30865.	VA0001284296
Viewpoint International, Inc.	Aerial palms.	VA0001263899
Viewpoint International, Inc.	Agua fresca.	VA0001263895
Viewpoint International, Inc.	Amaze me : no. (51)TB30866.	VA0001299336
Viewpoint International, Inc.	Bahama bliss.	VA0001263889
Viewpoint International, Inc.	Balcony blooms.	VA0001259263
Viewpoint International, Inc.	Bamboo bouquet.	VA0001221761
Viewpoint International, Inc.	Bamboo eclipse : no. (51)TB30773.	VA0001299323
Viewpoint International, Inc.	[Bamboo] : no. TB30456, [TB9162]	VA0001219341
Viewpoint International, Inc.	Banana botana : no. (51)TB30774.	VA0001299337
Viewpoint International, Inc.	Batiki floral : no. TBEM3052.	VA0001259284
Viewpoint International, Inc.	Batiki lounge.	VA0001263888

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	Beach party mixer : no. (51)TB30851.	VA0001297629
Viewpoint International, Inc.	[Below the equator] : no. TB30476.	VA0001219386
Viewpoint International, Inc.	Best wishes.	VAu000648574
Viewpoint International, Inc.	Big Shot Drive Inn : no. T2915.	VA0001300327
Viewpoint International, Inc.	Bird is the word : no. (51)TB30784/TB9234.	VA0001299328
Viewpoint International, Inc.	Bird of paradise.	VA0001263920
Viewpoint International, Inc.	Bird of patchadise : no. (51)TB30804/TB9226.	VA0001299330
Viewpoint International, Inc.	Block party.	VA0001263896
Viewpoint International, Inc.	Bogey and last call : no. T7356, T7364, T30622.	VA0001300333
Viewpoint International, Inc.	Bon voyage.	VA0001221769
Viewpoint International, Inc.	Born to break par.	VAu000648577
Viewpoint International, Inc.	Bouquet toss.	VA0001221762
Viewpoint International, Inc.	[Boutique bouquet] : no. TB30588.	VA0001219344
Viewpoint International, Inc.	Bowing horse.	VAu000656158
Viewpoint International, Inc.	Brisbane hibiscus : no. TB30543.	VA0001259258
Viewpoint International, Inc.	[Brushed hibiscus camp] : pattern no. TB-30585.	VA0001219339
Viewpoint International, Inc.	[Buena vista] : no. 34TB2535.	VA0001217919
Viewpoint International, Inc.	Butterfly getaway : (51)TB30844.	VA0001297621
Viewpoint International, Inc.	Callaflora : no. TB-30530.	VA0001259259
Viewpoint International, Inc.	Casting agent : no. T30464.	VA0001300336
Viewpoint International, Inc.	Chairman of the board : no. T30615, T7363.	VA0001300334
Viewpoint International, Inc.	[Champagne toast] : no. 34TB30427.	VA0001217925
Viewpoint International, Inc.	Cigar club.	VAu000648582
Viewpoint International, Inc.	Cigar club bag.	VAu000648581
Viewpoint International, Inc.	Cigar club towel.	VAu000648580
Viewpoint International, Inc.	Climbing vines.	VA0001259285
Viewpoint International, Inc.	Club 88 : pattern TB30642.	VA0001263751
Viewpoint International, Inc.	Copa Copacabana : no. (51)TB30817.	VA0001297627
Viewpoint International, Inc.	[Costa flora] : no. TB2557.	VA0001219343
Viewpoint International, Inc.	Costa Rica.	VA0001221755

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	Country club : no. (51)TB30823.	VA0001297631
Viewpoint International, Inc.	Couple on grass.	VAu000656159
Viewpoint International, Inc.	Daisy delight : no. TB30469.	VA0001219411
Viewpoint International, Inc.	Dancing mirage : no. TB30547.	VA0001259288
Viewpoint International, Inc.	[Date grove] : no. TB30435.	VA0001219387
Viewpoint International, Inc.	[Deja vu] : no. 34TB30380.	VA0001217929
Viewpoint International, Inc.	Desert birds : no. TB30462.	VA0001219412
Viewpoint International, Inc.	Desert oasis (blue) : no. (51)TB30822.	VA0001297626
Viewpoint International, Inc.	Desert oasis : no. (51)TB30831.	VA0001297625
Viewpoint International, Inc.	Dr. Cocktail.	VAu000648587
Viewpoint International, Inc.	Dragon dreams : pattern TB30619.	VA0001263752
Viewpoint International, Inc.	[Dreaming del Rio] : no. TB30458.	VA0001219422
Viewpoint International, Inc.	Endless weekend.	VA0001263918
Viewpoint International, Inc.	[Fan-tastic : no. TB30430]	VA0001219428
Viewpoint International, Inc.	[Fantasy island] : no. 34TB30328.	VA0001217931
Viewpoint International, Inc.	Fat Cat Casino : no. T7340.	VA0001300330
Viewpoint International, Inc.	Fem flower-floria : no. TB-30532.	VA0001259271
Viewpoint International, Inc.	Final flamingo towel art.psd : no. TW7132.	VA0001214455
Viewpoint International, Inc.	Fire flower.	VA0001263892
Viewpoint International, Inc.	[Fire flower : TB30496]	VA0001252633
Viewpoint International, Inc.	Firecracker palms : no. (51)TB2668.	VA0001299320
Viewpoint International, Inc.	[First dance] : no. 34TB30418.	VA0001217927
Viewpoint International, Inc.	[Fleur de soleil] : no. TB30450.	VA0001219392
Viewpoint International, Inc.	Floral fireworks : no. TB-30521.	VA0001259268
Viewpoint International, Inc.	Floral investment : no. (51)TB2694.	VA0001299339
Viewpoint International, Inc.	Floral island : pattern TB30429.	VA0001259278
Viewpoint International, Inc.	Floral reflections : no. TB30487.	VA0001219410
Viewpoint International, Inc.	Floramazing : no. TB-30540.	VA0001259270
Viewpoint International, Inc.	Flower fan : no. TB-30529.	VA0001259282
Viewpoint International, Inc.	Flower girl.	VA0001221771
Viewpoint International, Inc.	Flower pool tee : no. TB-2580.	VA0001259290
Viewpoint International, Inc.	[Fresca palms] : no. 34TB30399.	VA0001217914
Viewpoint International, Inc.	Fresh beverage.	VA0001221775

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	[From here to paradise] : no. TB30428.	VA0001219420
Viewpoint International, Inc.	Gallery walk.	VA0001263890
Viewpoint International, Inc.	Garden collage : no. TB-2568.	VA0001259281
Viewpoint International, Inc.	Garden of hope & courage : Bahama coloda.	VA0001263897
Viewpoint International, Inc.	Garden of hope and courage/terrace garden : no. TB30263.	VA0001259277
Viewpoint International, Inc.	Ginger tonic.	VA0001221760
Viewpoint International, Inc.	[GoHaC] : no. 34TB30398.	VA0001217920
Viewpoint International, Inc.	Grande pardiseo : no. (51)TB30764.	VA0001299329
Viewpoint International, Inc.	Grass call.	VAu000648579
Viewpoint International, Inc.	Grass call II : Grass call.	VAu000648578
Viewpoint International, Inc.	Great barrier leaf : no. TB-2576.	VA0001259287
Viewpoint International, Inc.	Heart of palms : Palm relief.	VA0001263911
Viewpoint International, Inc.	Hibiscus hacienda : no. (51)TB30826/TB9239.	VA0001299332
Viewpoint International, Inc.	[Hibiscus hideaway : No. TB30437]	VA0001252631
Viewpoint International, Inc.	[Hiding in hibiscus] : no. TB30455.	VA0001219391
Viewpoint International, Inc.	Hilo hideaway.	VA0001221766
Viewpoint International, Inc.	[Hollywood hibiscus] : no. TB30593.	VA0001219346
Viewpoint International, Inc.	Honeymoon lagoon.	VA0001221763
Viewpoint International, Inc.	Hula hallucinations.	VA0001221764
Viewpoint International, Inc.	Hula marathon : no. (51)TB30786.	VA0001299345
Viewpoint International, Inc.	Hullawood : no. (51)TB30799/TB9238.	VA0001299334
Viewpoint International, Inc.	Hut hut hurry/sunrise sail : no. (44)TB30673/TB9213.	VA0001275847
Viewpoint International, Inc.	[Island adventure camp] : no. TB30431.	VA0001219389
Viewpoint International, Inc.	Island director : no. T7338.	VA0001300329
Viewpoint International, Inc.	Island getaway.	VA0001221770
Viewpoint International, Inc.	Island inspiration.	VA0001219409
Viewpoint International, Inc.	Island surprise.	VA0001221768
Viewpoint International, Inc.	[Jardin] : no. TB30509.	VA0001219404

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	Juicy blooms : no. (51)TB30816.	VA0001297632
Viewpoint International, Inc.	Jungle boggie : no. (51)TB30827.	VA0001299325
Viewpoint International, Inc.	Jungle Down Under : no. TB30578.	VA0001259269
Viewpoint International, Inc.	Jungle heat : style no. T30520, T30583, T9264.	VA0001263915
Viewpoint International, Inc.	[Jungle rhumba] : no. 34TB30403.	VA0001217923
Viewpoint International, Inc.	Just duet : no. (51)TB30783/TB9240.	VA0001299344
Viewpoint International, Inc.	Kaboom palm : no. (51)TB30801/TB9231.	VA0001299324
Viewpoint International, Inc.	King of the green.	VAu000648586
Viewpoint International, Inc.	King of the green : no. 2 : King of the green.	VAu000654237
Viewpoint International, Inc.	Koi me later : style no. T30493 & T9253.	VA0001263917
Viewpoint International, Inc.	Kona coast.	VA0001221756
Viewpoint International, Inc.	Late night tango.	VA0001263900
Viewpoint International, Inc.	Leaf constellation : no. TB30523.	VA0001259267
Viewpoint International, Inc.	Leaf it to me.	VA0001263885
Viewpoint International, Inc.	Leaves of paradise : no. TB-30647.	VA0001259273
Viewpoint International, Inc.	Leaves over leaves : no. TB-30399.	VA0001259272
Viewpoint International, Inc.	Light bright lillies : no. TB-30520.	VA0001259279
Viewpoint International, Inc.	Lily Island : no. TB-30643.	VA0001259280
Viewpoint International, Inc.	Lily my love.	VA0001221765
Viewpoint International, Inc.	Lost islands.	VA0001221746
Viewpoint International, Inc.	[Lotus limbo] : no. 34TB30326.	VA0001217913
Viewpoint International, Inc.	Love birds : no. 34TB30419.	VA0001217922
Viewpoint International, Inc.	Luau Lanes.	VAu000648588
Viewpoint International, Inc.	Luau lanes : (51)TB30753.	VA0001299319
Viewpoint International, Inc.	Luau lanes : no. TB-30535.	VA0001259289
Viewpoint International, Inc.	Luscious lovelies.	VA0001221773
Viewpoint International, Inc.	Lush limbo : (51)TB2651.	VA0001297623
Viewpoint International, Inc.	Lush limbo (blue) : no. (51)TB2651.	VA0001297630



CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	Made in the shade : no. TB-30648.	VA0001259261
Viewpoint International, Inc.	[Mai tide] : no. TB30438/TB9175.	VA0001219393
Viewpoint International, Inc.	[Mambo mama] : no. 34TB30354.	VA0001217933
Viewpoint International, Inc.	Man by pool.	VA0000656160
Viewpoint International, Inc.	Mandalay.	VA0001263894
Viewpoint International, Inc.	Margarita mambo : no. (51)TB30811/TB9228.	VA0001299333
Viewpoint International, Inc.	Martinis & bikinis : no. T7347.	VA0001300328
Viewpoint International, Inc.	Mirage : no. (51)TB30850.	VA0001297628
Viewpoint International, Inc.	Mission beach : no. (51)TB2687.	VA0001299341
Viewpoint International, Inc.	Monkey shack : no. (51)TB30798.	VA0001299321
Viewpoint International, Inc.	Monte collina : no. TB-30577.	VA0001259260
Viewpoint International, Inc.	[Moon over Miami] : no. TB30445.	VA0001219394
Viewpoint International, Inc.	Moonlight Bay.	VA0001221745
Viewpoint International, Inc.	Moonlit breeze : no. TB-30545.	VA0001259266
Viewpoint International, Inc.	Naughty noel : no. (44)TB30748/TB9528.	VA0001275846
Viewpoint International, Inc.	Oasis palm : no. (51)TB30788/TB9.	VA0001299343
Viewpoint International, Inc.	[Orchid breeze] : no. 34TB30340.	VA0001217928
Viewpoint International, Inc.	[Orchid sands] : no. TB30591.	VA0001247587
Viewpoint International, Inc.	[Orchid springs] : no. TB30595.	VA0001219337
Viewpoint International, Inc.	[Orchids on the run] : no. 34TB30364.	VA0001217930
Viewpoint International, Inc.	Paint the town.	VA0001221752
Viewpoint International, Inc.	Palm daddy.	VA0001263884
Viewpoint International, Inc.	Palm fiction : no. (44)TB30747.	VA0001275851
Viewpoint International, Inc.	[Palm illusion] : no. 34TB30365.	VA0001217918
Viewpoint International, Inc.	[Palm pile-it] : no. 34TB30360.	VA0001217915
Viewpoint International, Inc.	Palm screening : no. (51)TB30809.	VA0001299335
Viewpoint International, Inc.	[Palm swizzles] : no. 34TB30395.	VA0001217917
Viewpoint International, Inc.	Palm tiles : no. (51)TB2686.	VA0001299338
Viewpoint International, Inc.	Palm tree party : no. TB1169.	VA0001259275

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	Paradise detective.	VAu000648583
Viewpoint International, Inc.	Paradise etchings.	VA0001263898
Viewpoint International, Inc.	[Paradise found] : no. TB30594.	VA0001219349
Viewpoint International, Inc.	Paradise LEI.	VA0001263922
Viewpoint International, Inc.	Paradise pagoda.	VA0001263887
Viewpoint International, Inc.	Paradise pin up.	VAu000648575
Viewpoint International, Inc.	[Paradise shadow] : pattern no. TB30584.	VA0001219350
Viewpoint International, Inc.	[Passion leaf] : no. TB30274.	VA0001219423
Viewpoint International, Inc.	Pattern TB30659.	VA0001282105
Viewpoint International, Inc.	Pattern TB30686.	VA0001282089
Viewpoint International, Inc.	Pattern TB30752.	VA0001282084
Viewpoint International, Inc.	Petal pusher : no. (51)TB30815.	VA0001297633
Viewpoint International, Inc.	[Picnic in Provence] : pattern no. TB30446.	VA0001219408
Viewpoint International, Inc.	Picture perfect : (51)TB30813.	VA0001297620
Viewpoint International, Inc.	Pineapple flair : no. TB-30544.	VA0001259293
Viewpoint International, Inc.	Pineapple float : no. (51)TB30797.	VA0001299326
Viewpoint International, Inc.	Pineapple pizzazz.	VA0001221750
Viewpoint International, Inc.	Pineapple plantation : no. (51)TB30867.	VA0001299342
Viewpoint International, Inc.	Pineapple soul mate.	VA0001221759
Viewpoint International, Inc.	Pineapple tango.	VA0001221758
Viewpoint International, Inc.	Pineapple toss : no. TB-2573.	VA0001259283
Viewpoint International, Inc.	Pipe dream.	VA0001221754
Viewpoint International, Inc.	[Play it again] : no. TB30587.	VA0001219340
Viewpoint International, Inc.	Poinsetta promise.	VA0001221747
Viewpoint International, Inc.	Postage pick up : no. T30515.	VA0001263913
Viewpoint International, Inc.	Pot of gold camp.	VA0001263891
Viewpoint International, Inc.	[Propella palm] : no. TB30433/TB9163.	VA0001219385
Viewpoint International, Inc.	Putt Daddy.	VAu000648591
Viewpoint International, Inc.	Putt Daddy II : Putt Daddy.	VAu000648590
Viewpoint International, Inc.	Putt Daddy III : Putt Daddy : Putt Daddy II.	VAu000648589
Viewpoint International, Inc.	Queen of the desert : (51)TB30805.	VA0001297622
Viewpoint International, Inc.	Remote island : style no. T30519, T9263.	VA0001263912

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	[Romantic rendezvous] : no. 34TB30329.	VA0001217916
Viewpoint International, Inc.	[Rustic paradise] : no. TB30590.	VA0001219338
Viewpoint International, Inc.	Sail fast live slow : no. T30466, T2964.	VA0001300331
Viewpoint International, Inc.	Sails call.	VAu000648585
Viewpoint International, Inc.	Salvadorian.	VA0001221767
Viewpoint International, Inc.	Samba serenade : no. (51)TB30805.	VA0001299340
Viewpoint International, Inc.	Samba sunset.	VA0001263886
Viewpoint International, Inc.	Seafood troops.	VA0001263919
Viewpoint International, Inc.	Shaded fern toss : no. TB30533.	VA0001259292
Viewpoint International, Inc.	Shadow palm hibiscus : no. TB-30525.	VA0001259291
Viewpoint International, Inc.	Shake my day.	VAu000648593
Viewpoint International, Inc.	Shake my day II : Shake my day.	VAu000648592
Viewpoint International, Inc.	Smooth sailing.	VA0001221772
Viewpoint International, Inc.	Snap shot.	VA0001263916
Viewpoint International, Inc.	[So right, sarong] : no. TB30453.	VA0001219388
Viewpoint International, Inc.	[South Pacific] : no. TB2556.	VA0001219342
Viewpoint International, Inc.	Splash dance : no. T7357.	VA0001300335
Viewpoint International, Inc.	Split decision.	VA0001271900
Viewpoint International, Inc.	Sports car.	VAu000656161
Viewpoint International, Inc.	Straight up.	VAu000648576
Viewpoint International, Inc.	Suite time : (51)TB2667.	VA0001299317
Viewpoint International, Inc.	Sun baked blossom.	VA0001259286
Viewpoint International, Inc.	Sundancer : pattern no. TB-2590, fall '04.	VA0001263753
Viewpoint International, Inc.	[Sunset hideaway] : no. TB30359.	VA0001219348
Viewpoint International, Inc.	Swanky palms : no. (51)TB30794/TB9233.	VA0001299327
Viewpoint International, Inc.	Swingers only.	VAu000648584
Viewpoint International, Inc.	Swizzle Inn : no. T30465, T7345.	VA0001300332
Viewpoint International, Inc.	[Tahiti sweetie] : no. TB30592.	VA0001219347
Viewpoint International, Inc.	Tahitian breeze.	VA0001221753
Viewpoint International, Inc.	Tall cool one : no. T7339.	VA0001300326
Viewpoint International, Inc.	[Tarpum springs] : no. 34TB2530.	VA0001217924
Viewpoint International, Inc.	TB-2594.	VA0001259262

CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	TB promise me flower : no. TW7147.	VA0001214454
Viewpoint International, Inc.	TB vines visor embroidery : no. TW7148.	VA0001214456
Viewpoint International, Inc.	TB2612.	VA0001282088
Viewpoint International, Inc.	TB30434.	VA0001241846
Viewpoint International, Inc.	TB30441.	VA0001219425
Viewpoint International, Inc.	TB30444.	VA0001219432
Viewpoint International, Inc.	TB30451.	VA0001241850
Viewpoint International, Inc.	TB30454.	VA0001241849
Viewpoint International, Inc.	TB30457.	VA0001219431
Viewpoint International, Inc.	TB30459.	VA0001219427
Viewpoint International, Inc.	TB30461.	VA0001241847
Viewpoint International, Inc.	TB30464.	VA0001219426
Viewpoint International, Inc.	TB30466.	VA0001252634
Viewpoint International, Inc.	TB30467.	VA0001219429
Viewpoint International, Inc.	TB30471.	VA0001219430
Viewpoint International, Inc.	TB30475.	VA0001241848
Viewpoint International, Inc.	TB30505.	VA0001252630
Viewpoint International, Inc.	TB30508.	VA0001252632
Viewpoint International, Inc.	TB30654.	VA0001282103
Viewpoint International, Inc.	TB30663/9222.	VA0001282112
Viewpoint International, Inc.	TB30675.	VA0001282104
Viewpoint International, Inc.	TB30680.	VA0001282097
Viewpoint International, Inc.	TB30697.	VA0001282116
Viewpoint International, Inc.	TB30704/TB2618/TB9527.	VA0001275848
Viewpoint International, Inc.	Teetotaler : no. T7334.	VA0001300337
Viewpoint International, Inc.	Tennis man.	VAu000656162
Viewpoint International, Inc.	[Textile infusion] : no. TB30473/TB9169.	VA0001219384
Viewpoint International, Inc.	[The honeymooner] : no. 34TB1148.	VA0001217926
Viewpoint International, Inc.	Tiger Lily Lane : no. TB30644.	VA0001259276
Viewpoint International, Inc.	[Tommy tonga] : no. TB30482/TB9165.	VA0001219390
Viewpoint International, Inc.	Tranquility isle.	VA0001221748
Viewpoint International, Inc.	Triple vision : no. (51)TB30829/TB9535.	VA0001299331
Viewpoint International, Inc.	Tropical atol : no. TB-1173.	VA0001259274



CLAIMANT	TITLE	COPYRIGHT NUMBER
Viewpoint International, Inc.	Tropical tea party : no. TB-30577.	VA0001259264
Viewpoint International, Inc.	Tropical treasure.	VA0001221751
Viewpoint International, Inc.	Turks tiles : no. (51)T30775/TB9230.	VA0001299322
Viewpoint International, Inc.	Twilight proposal.	VA0001221749
Viewpoint International, Inc.	[Vacation vixen—back] : no. 34TB30394.	VA0001217921
Viewpoint International, Inc.	Vacation vixen—bottom.	VA0001221757
Viewpoint International, Inc.	Vintage vines : no. TB-30528.	VA0001259257
Viewpoint International, Inc.	Vintage vision.	VA0001263914
Viewpoint International, Inc.	Volcanic venture.	VA0001263901
Viewpoint International, Inc.	Wading for love.	VA0001263921
Viewpoint International, Inc.	Watercolor blossoms : no. TB-30639.	VA0001259265
Viewpoint International, Inc.	Watercolor floral : no. (51)TB30824.	VA0001297624
Viewpoint International, Inc.	[Waterfall flowers] : pattern no. TB30587.	VA0001219345
Viewpoint International, Inc.	Wedding shower.	VA0001221774
Viewpoint International, Inc.	Which way to Paradise? : (51)TB9237.	VA0001299318
Viewpoint International, Inc.	Whirlwind.	VA0001263893
Viewpoint International, Inc.	Windswept floral : (51)TB2674.	VA0001297619
Viewpoint International, Inc.	[Wings over Rio] : no. TB30465.	VA0001219424
Viewpoint International, Inc.	Woman kneeling on beach.	VAu000656157
Viewpoint International, Inc.	Zen and now : no. T30544, T7365.	VA0001300338
TOMMY BAHAMA GROUP, INB.	LOGO STRIPE TOWEL.	VAu000957200
Tommy Bahama Group, Inc.	12 Days of Christmas.	VAu000956411
Tommy Bahama Group, Inc.	20,000 leaves under the sea : no. (61) TB31187.	VAu000700403
Tommy Bahama Group, Inc.	3-way stop : no. (53) TB30888/TB9543.	VAu000672956
Tommy Bahama Group, Inc.	3-way stop : no. (53) TB30888/TB9543.	VAu000672957
Tommy Bahama Group, Inc.	(63)TB30919	VA0001349283
Tommy Bahama Group, Inc.	(63)TB31235.	VA0001349286
Tommy Bahama Group, Inc.	(63)TB31238.	VA0001349278
Tommy Bahama Group, Inc.	(63)TB31243.	VA0001349287

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	(63)TB31245.	VA0001349288
Tommy Bahama Group, Inc.	(63)TB31251.	VA0001349291
Tommy Bahama Group, Inc.	(63)TB31257.	VA0001349290
Tommy Bahama Group, Inc.	(63)TB31270.	VA0001349282
Tommy Bahama Group, Inc.	(63)TB31275.	VA0001349277
Tommy Bahama Group, Inc.	(63)TB31282.	VA0001349284
Tommy Bahama Group, Inc.	(63)TB31284.	VA0001349276
Tommy Bahama Group, Inc.	(63)TB31292.	VA0001349281
Tommy Bahama Group, Inc.	(63)TB9335.	VA0001349285
Tommy Bahama Group, Inc.	(63)TB9340.	VA0001349292
Tommy Bahama Group, Inc.	(63)TB9341.	VA0001349275
Tommy Bahama Group, Inc.	63 TB9348.	VA0001356793
Tommy Bahama Group, Inc.	(63)TB9350.	VA0001349289
Tommy Bahama Group, Inc.	63 TB9357.	VA0001356792
Tommy Bahama Group, Inc.	(63)TB9361.	VA0001349293
TOMMY BAHAMA GROUP, INC.	(71) IS3133 KING FISHER.	VA0001625257
TOMMY BAHAMA GROUP, INC.	(73) GP115.	VAu000975988
TOMMY BAHAMA GROUP, INC.	(73) GP117.	VAu000975987
TOMMY BAHAMA GROUP, INC.	(73) GP123.	VAu000975985
TOMMY BAHAMA GROUP, INC.	(73) GP2022.	VAu000975990
TOMMY BAHAMA GROUP, INC.	(73) GP2024.	VAu000975982
TOMMY BAHAMA GROUP, INC.	(73) GP2037.	VAu000975992
Tommy Bahama Group, Inc.	(73) IS3165 KRAIN.	VA0001625267
Tommy Bahama Group, Inc.	(74) IS3197 EDGAR.	VAu000954851
TOMMY BAHAMA GROUP, INC.	(74) TB31553.	VA0001653316
TOMMY BAHAMA GROUP, INC.	(74) TB31558.	VA0001653266
TOMMY BAHAMA GROUP, INC.	(74) TB31561.	VA0001653254
TOMMY BAHAMA GROUP, INC.	(74) TB31562.	VA0001653328
TOMMY BAHAMA GROUP, INC.	(74) TB31564.	VA0001653296

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(74) TB31565.	VA0001653283
TOMMY BAHAMA GROUP, INC.	(74) TB31569.	VA0001647628
TOMMY BAHAMA GROUP, INC.	(74) TB31572.	VA0001647645
TOMMY BAHAMA GROUP, INC.	(74) TB31573.	VA0001647600
TOMMY BAHAMA GROUP, INC.	(74) TB31575.	VA0001647641
TOMMY BAHAMA GROUP, INC.	(74) TB31577.	VA0001647649
TOMMY BAHAMA GROUP, INC.	(74) TB31579.	VA0001653324
TOMMY BAHAMA GROUP, INC.	(74) TB31585.	VA0001647648
TOMMY BAHAMA GROUP, INC.	(74) TB31586.	VA0001653336
TOMMY BAHAMA GROUP, INC.	(74) TB31587.	VA0001653320
TOMMY BAHAMA GROUP, INC.	(74) TB31588.	VA0001653325
TOMMY BAHAMA GROUP, INC.	(74) TB31589.	VA0001647643
TOMMY BAHAMA GROUP, INC.	(74) TB31590.	VA0001658807
TOMMY BAHAMA GROUP, INC.	(74) TB31593.	VA0001653327
TOMMY BAHAMA GROUP, INC.	(74) TB31598.	VA0001653323
TOMMY BAHAMA GROUP, INC.	(74) TB31599.	VA0001653329
TOMMY BAHAMA GROUP, INC.	(74) TB31601.	VA0001653274
TOMMY BAHAMA GROUP, INC.	(74) TB31606.	VA0001653339
TOMMY BAHAMA GROUP, INC.	(74) TB31610.	VA0001647644
TOMMY BAHAMA GROUP, INC.	(74) TB31618.	VA0001653338
TOMMY BAHAMA GROUP, INC.	(74) TB9449.	VA0001653284





CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(81) GP2088.	VA0001632525
TOMMY BAHAMA GROUP, INC.	(81) GP2101.	VA0001631998
TOMMY BAHAMA GROUP, INC.	(81) GP2122.	VA0001631999
TOMMY BAHAMA GROUP, INC.	(81) GP2130.	VA0001632003
TOMMY BAHAMA GROUP, INC.	(81) GP422.	VA0001632006
TOMMY BAHAMA GROUP, INC.	(81) GYD2105.	VA0001632523
Tommy Bahama Group, Inc.	(81) IS3199 BONSAI.	VAu000954831
TOMMY BAHAMA GROUP, INC.	(81) TB1221.	VA0001632977
TOMMY BAHAMA GROUP, INC.	(81) TB2977.	VA0001632976
TOMMY BAHAMA GROUP, INC.	(81) TB31422.	VA0001632974
TOMMY BAHAMA GROUP, INC.	(81) TB31631.	VA0001632970
TOMMY BAHAMA GROUP, INC.	(81) TB31635.	VA0001632971
TOMMY BAHAMA GROUP, INC.	(81) TB31643.	VA0001632973
TOMMY BAHAMA GROUP, INC.	(81) TB31646.	VA0001632975
TOMMY BAHAMA GROUP, INC.	(81) TB31648.	VA0001632978
TOMMY BAHAMA GROUP, INC.	(81) TB31649.	VA0001634025
TOMMY BAHAMA GROUP, INC.	(81) TB31654.	VA0001634024
TOMMY BAHAMA GROUP, INC.	(81) TB31656.	VA0001634023
TOMMY BAHAMA GROUP, INC.	(81) TB31657.	VA0001634022
TOMMY BAHAMA GROUP, INC.	(81) TB31660.	VA0001634021
TOMMY BAHAMA GROUP, INC.	(81) TB31662.	VA0001634026

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(81) TB31667/TB31707.	VA0001634020
TOMMY BAHAMA GROUP, INC.	(81) TB31668.	VA0001634029
TOMMY BAHAMA GROUP, INC.	(81) TB31670.	VA0001634028
TOMMY BAHAMA GROUP, INC.	(81) TB31671.	VA0001634027
TOMMY BAHAMA GROUP, INC.	(81) TB31672.	VA0001633964
TOMMY BAHAMA GROUP, INC.	(81) TB31673.	VA0001633976
TOMMY BAHAMA GROUP, INC.	(81) TB31674.	VA0001633975
TOMMY BAHAMA GROUP, INC.	(81) TB31676.	VA0001633974
TOMMY BAHAMA GROUP, INC.	(81) TB31680.	VA0001633973
TOMMY BAHAMA GROUP, INC.	(81) TB31681.	VA0001633972
TOMMY BAHAMA GROUP, INC.	(81) TB31689.	VA0001633971
TOMMY BAHAMA GROUP, INC.	(81) TB31691.	VA0001633970
TOMMY BAHAMA GROUP, INC.	(81) TB31766.	VA0001633968
TOMMY BAHAMA GROUP, INC.	(81) TB9366.	VA0001633967
TOMMY BAHAMA GROUP, INC.	(81) TB9390.	VA0001633966
TOMMY BAHAMA GROUP, INC.	(81) TB9406.	VA0001633965
TOMMY BAHAMA GROUP, INC.	(81) TB9408.	VA0001633959
TOMMY BAHAMA GROUP, INC.	(81) TB9411.	VA0001633958
TOMMY BAHAMA GROUP, INC.	(81) TB9435.	VA0001633956
TOMMY BAHAMA GROUP, INC.	(81) TB9457.	VA0001633953
TOMMY BAHAMA GROUP, INC.	(81) TB9459.	VA0001633950

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(81) TB9482.	VA0001633960
TOMMY BAHAMA GROUP, INC.	(81) TB9483.	VA0001633951
TOMMY BAHAMA GROUP, INC.	(81) TB9484/TB31632.	VA0001633949
TOMMY BAHAMA GROUP, INC.	(81) TB9484/TB31632.	VA0001632972
TOMMY BAHAMA GROUP, INC.	(81) TB9485.	VA0001633948
TOMMY BAHAMA GROUP, INC.	(81) TB9486.	VA0001633946
TOMMY BAHAMA GROUP, INC.	(81) TB9490.	VA0001633955
TOMMY BAHAMA GROUP, INC.	(81) TB9492.	VA0001633182
TOMMY BAHAMA GROUP, INC.	(81) TB9493.	VA0001633172
TOMMY BAHAMA GROUP, INC.	(81) TB9496.	VA0001633173
TOMMY BAHAMA GROUP, INC.	(81) TB9497.	VA0001633174
TOMMY BAHAMA GROUP, INC.	(81) TB9498.	VA0001633176
TOMMY BAHAMA GROUP, INC.	(81) TB9502.	VA0001633181
TOMMY BAHAMA GROUP, INC.	(81) TB9503.	VA0001633177
TOMMY BAHAMA GROUP, INC.	(81) TB9504.	VA0001633178
TOMMY BAHAMA GROUP, INC.	(81) TB9507.	VA0001633179
TOMMY BAHAMA GROUP, INC.	(81) TB9508.	VA0001633180
TOMMY BAHAMA GROUP, INC.	(81) TB9512.	VA0001633175
TOMMY BAHAMA GROUP, INC.	(83) GP2179.	VA0001647558
TOMMY BAHAMA GROUP, INC.	(83) GP2202.	VA0001647559
TOMMY BAHAMA GROUP, INC.	(83) GWP149.	VA0001647553

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(83) GWP152.	VA0001647560
TOMMY BAHAMA GROUP, INC.	(83) GWP154.	VA0001653345
TOMMY BAHAMA GROUP, INC.	(83) GWP156.	VA0001653351
TOMMY BAHAMA GROUP, INC.	(83) GWP157.	VA0001653344
TOMMY BAHAMA GROUP, INC.	(83) GWP161.	VA0001653341
TOMMY BAHAMA GROUP, INC.	(83) GWP2171.	VA0001647562
TOMMY BAHAMA GROUP, INC.	(83) GWP2172.	VA0001647563
TOMMY BAHAMA GROUP, INC.	(83) GWP2185.	VA0001647551
TOMMY BAHAMA GROUP, INC.	(83) GWP2208.	VA0001647554
TOMMY BAHAMA GROUP, INC.	(83) T31952.	VA0001653354
TOMMY BAHAMA GROUP, INC.	(83) T32163.	VA0001653347
TOMMY BAHAMA GROUP, INC.	(83) T32169.	VA0001653340
TOMMY BAHAMA GROUP, INC.	(83) T32223.	VA0001653353
TOMMY BAHAMA GROUP, INC.	(83) T32226.	VA0001653348
TOMMY BAHAMA GROUP, INC.	(83) T32227.	VA0001653358
TOMMY BAHAMA GROUP, INC.	(83) TB2990/TB31732.	VA0001647672
TOMMY BAHAMA GROUP, INC.	(83) TB31747.	VA0001647673
TOMMY BAHAMA GROUP, INC.	(83) TB31748.	VA0001647670
TOMMY BAHAMA GROUP, INC.	(83) TB31751.	VA0001647674
TOMMY BAHAMA GROUP, INC.	(83) TB31761.	VA0001647671
TOMMY BAHAMA GROUP, INC.	(83) TB31763.	VA0001647668

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(83)TB31776.	VA0001647666
TOMMY BAHAMA GROUP, INC.	(83)TB31791.	VA0001647667
TOMMY BAHAMA GROUP, INC.	(83)TB31797.	VA0001647736
TOMMY BAHAMA GROUP, INC.	(83)TB9510.	VA0001647692
TOMMY BAHAMA GROUP, INC.	(83)TB9516.	VA0001647695
TOMMY BAHAMA GROUP, INC.	(83)TB9520.	VA0001647704
TOMMY BAHAMA GROUP, INC.	(83)TB9523.	VA0001647691
TOMMY BAHAMA GROUP, INC.	(83)TB9524.	VA0001647693
TOMMY BAHAMA GROUP, INC.	(83)TB9527.	VA0001647694
TOMMY BAHAMA GROUP, INC.	(83)TB9528.	VA0001647734
TOMMY BAHAMA GROUP, INC.	(83)TB9533.	VA0001647669
TOMMY BAHAMA GROUP, INC.	(83)TB9534.	VA0001647714
TOMMY BAHAMA GROUP, INC.	(83)TB9536.	VA0001647722
TOMMY BAHAMA GROUP, INC.	(83)TB9539.	VA0001647717
TOMMY BAHAMA GROUP, INC.	(83)TB9543.	VA0001647700
TOMMY BAHAMA GROUP, INC.	(83)TB9544.	VA0001647709
TOMMY BAHAMA GROUP, INC.	(83)TB9545.	VA0001647727
TOMMY BAHAMA GROUP, INC.	(84)T32291.	VA0001653712
TOMMY BAHAMA GROUP, INC.	(84)T32292.	VA0001653709
TOMMY BAHAMA GROUP, INC.	(84)T32298.	VA0001653707
TOMMY BAHAMA GROUP, INC.	(84)T32307.	VA0001653714

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(84)T32323.	VA0001653699
TOMMY BAHAMA GROUP, INC.	(84)TB31816.	VA0001657517
TOMMY BAHAMA GROUP, INC.	(84)TB31819.	VA0001657528
TOMMY BAHAMA GROUP, INC.	(84)TB31827B.	VA0001657534
TOMMY BAHAMA GROUP, INC.	(84)TB31828.	VA0001657495
TOMMY BAHAMA GROUP, INC.	(84)TB31830.	VA0001657511
TOMMY BAHAMA GROUP, INC.	(84)TB31831.	VA0001657538
TOMMY BAHAMA GROUP, INC.	(84)TB31836.	VA0001657540
TOMMY BAHAMA GROUP, INC.	(84)TB31840A.	VA0001657503
TOMMY BAHAMA GROUP, INC.	(84)TB31846.	VA0001657501
TOMMY BAHAMA GROUP, INC.	(84)TB31852.	VA0001657525
TOMMY BAHAMA GROUP, INC.	(84)TB31855.	VA0001657479
TOMMY BAHAMA GROUP, INC.	(84)TB31856.	VA0001657485
TOMMY BAHAMA GROUP, INC.	(84)TB31859.	VA0001657481
TOMMY BAHAMA GROUP, INC.	(84)TB31870.	VA0001657484
TOMMY BAHAMA GROUP, INC.	(84)TB31873.	VA0001653702
TOMMY BAHAMA GROUP, INC.	(84)TB31877.	VA0001657487
TOMMY BAHAMA GROUP, INC.	(84)TB31878.	VA0001657493
TOMMY BAHAMA GROUP, INC.	(84)TB31885.	VA0001657497
TOMMY BAHAMA GROUP, INC.	(84)TB9512.	VA0001657494
TOMMY BAHAMA GROUP, INC.	(84)TB9547.	VA0001657488

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(84)TB9548.	VA0001657491
TOMMY BAHAMA GROUP, INC.	(84)TB9555.	VA0001647654
TOMMY BAHAMA GROUP, INC.	(84)TB9556.	VA0001647655
TOMMY BAHAMA GROUP, INC.	(84)TB9559.	VA0001647659
TOMMY BAHAMA GROUP, INC.	(84)TB9561.	VA0001647660
TOMMY BAHAMA GROUP, INC.	(84)TB9562.	VA0001647651
TOMMY BAHAMA GROUP, INC.	(84)TB9564.	VA0001647662
TOMMY BAHAMA GROUP, INC.	(84)TB9569.	VA0001647663
TOMMY BAHAMA GROUP, INC.	(84)TB9574.	VA0001647665
TOMMY BAHAMA GROUP, INC.	(84)TB9575.	VA0001647614
TOMMY BAHAMA GROUP, INC.	(84)TB9576.	VA0001647664
TOMMY BAHAMA GROUP, INC.	(84)TB9568.	VA0001653705
TOMMY BAHAMA GROUP, INC.	(84)TB95610.	VA0001653676
TOMMY BAHAMA GROUP, INC.	(91)GP2227.	VA0001657937
TOMMY BAHAMA GROUP, INC.	(91) T32510.	VA0001659333
TOMMY BAHAMA GROUP, INC.	(91) T32514.	VA0001659061
TOMMY BAHAMA GROUP, INC.	(91) T32526.	VA0001659057
TOMMY BAHAMA GROUP, INC.	(91) T32527.	VA0001659038
TOMMY BAHAMA GROUP, INC.	(91) T32535.	VA0001659044
TOMMY BAHAMA GROUP, INC.	(91) T32542.	VA0001659380
TOMMY BAHAMA GROUP, INC.	(91) T9592.	VA0001659344

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(91) TB20012.	VA0001657948
TOMMY BAHAMA GROUP, INC.	(91) TB20019.	VA0001657936
TOMMY BAHAMA GROUP, INC.	(91) TB31447.	VA0001657946
TOMMY BAHAMA GROUP, INC.	(91) TB31909.	VA0001657945
TOMMY BAHAMA GROUP, INC.	(91) TB31921.	VA0001657943
TOMMY BAHAMA GROUP, INC.	(91) TB31926.	VA0001658036
TOMMY BAHAMA GROUP, INC.	(91) TB31928.	VA0001658025
TOMMY BAHAMA GROUP, INC.	(91) TB31930.	VA0001658035
TOMMY BAHAMA GROUP, INC.	(91) TB31931.	VA0001658038
TOMMY BAHAMA GROUP, INC.	(91) TB31934A/TB31934B.	VA0001661399
TOMMY BAHAMA GROUP, INC.	(91) TB31935.	VA0001661738
TOMMY BAHAMA GROUP, INC.	(91) TB31937.	VA0001661735
TOMMY BAHAMA GROUP, INC.	(91) TB31938.	VA0001661732
TOMMY BAHAMA GROUP, INC.	(91) TB31943.	VA0001661402
TOMMY BAHAMA GROUP, INC.	(91) TB31944A+B/TBEM977.	VA0001661442
TOMMY BAHAMA GROUP, INC.	(91) TB31947.	VA0001661436
TOMMY BAHAMA GROUP, INC.	(91) TB31948.	VA0001661717
TOMMY BAHAMA GROUP, INC.	(91) TB31949.	VA0001661727
TOMMY BAHAMA GROUP, INC.	(91) TB31952.	VA0001661728
TOMMY BAHAMA GROUP, INC.	(91) TB31955.	VA0001660423
TOMMY BAHAMA GROUP, INC.	(91) TB31956.	VA0001660420

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(91) TB31958.	VA0001660587
TOMMY BAHAMA GROUP, INC.	(91) TB31962A.	VA0001660418
TOMMY BAHAMA GROUP, INC.	(91) TB31964.	VA0001660419
TOMMY BAHAMA GROUP, INC.	(91) TB31965/TBEM988.	VA0001660417
TOMMY BAHAMA GROUP, INC.	(91) TB31968.	VA0001660416
TOMMY BAHAMA GROUP, INC.	(91) TB31977.	VA0001660424
TOMMY BAHAMA GROUP, INC.	(91) TB31978.	VA0001660422
TOMMY BAHAMA GROUP, INC.	(91) TB31985.	VA0001660421
TOMMY BAHAMA GROUP, INC.	(91) TB31987/TBEM8.	VA0001661401
TOMMY BAHAMA GROUP, INC.	(91) TB9578.	VA0001661412
TOMMY BAHAMA GROUP, INC.	(91) TB9579.	VA0001661410
TOMMY BAHAMA GROUP, INC.	(91) TB9581.	VA0001661408
TOMMY BAHAMA GROUP, INC.	(91) TB9582.	VA0001661405
TOMMY BAHAMA GROUP, INC.	(91) TB9585.	VA0001661403
TOMMY BAHAMA GROUP, INC.	(91) TB9586.	VA0001659377
TOMMY BAHAMA GROUP, INC.	(91) TB9589.	VA0001659340
TOMMY BAHAMA GROUP, INC.	(91) TB9590.	VA0001659098
TOMMY BAHAMA GROUP, INC.	(91) TB9595.	VA0001659364
TOMMY BAHAMA GROUP, INC.	(91) TB9596.	VA0001659368
TOMMY BAHAMA GROUP, INC.	(91) TB9598.	VA0001661426
TOMMY BAHAMA GROUP, INC.	(91) TB9599.	VA0001659372



CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	(91) TB9605.	VA0001659328
TOMMY BAHAMA GROUP, INC.	(91) TB9608.	VA0001659049
TOMMY BAHAMA GROUP, INC.	(91) TB9611.	VA0001659073
TOMMY BAHAMA GROUP, INC.	(91) TB9612.	VA0001659135
TOMMY BAHAMA GROUP, INC.	(91) TB9613/TB1238.	VA0001659069
TOMMY BAHAMA GROUP, INC.	(91) TB9614.	VA0001659065
TOMMY BAHAMA GROUP, INC.	(91) TB9616.	VA0001659116
TOMMY BAHAMA GROUP, INC.	(91) TB9617.	VA0001659103
TOMMY BAHAMA GROUP, INC.	(91) TB9618.	VA0001659336
TOMMY BAHAMA GROUP, INC.	(91) TB9620.	VA0001659032
TOMMY BAHAMA GROUP, INC.	(91) TBG EMB68.	VA0001659122
TOMMY BAHAMA GROUP, INC.	(91) TBG EMB70.	VA0001659083
Tommy Bahama Group, Inc.	Agave jungle : (64) TB31349.	VA0001404772
TOMMY BAHAMA GROUP, INC.	ALL SHOOK UP.	VA0001633954
Tommy Bahama Group, Inc.	Amazon palm : no. (71) TB31407.	VA0001399075
Tommy Bahama Group, Inc.	Anchor's away : no. (61) TB31117.	VAu000700398
Tommy Bahama Group, Inc.	Apertif : no. (73) TB31528.	VA0001416775
Tommy Bahama Group, Inc.	Aqua bloom : no. (61) TB9305.	VAu000700417
Tommy Bahama Group, Inc.	Aruba palms : (54) TB3150.	VAu000676353
Tommy Bahama Group, Inc.	Aruban nights : (54) TB31011/9277.	VAu000676350
Tommy Bahama Group, Inc.	Back to Pair-A-Dice.	VAu000956412
Tommy Bahama Group, Inc.	Backseat Grill.	VAu000956416
Tommy Bahama Group, Inc.	Bahama bam boo : no. (53) TB30456.	VAu000672937
Tommy Bahama Group, Inc.	Bahama henna : no. (61)TB2784.	VA0001383819
Tommy Bahama Group, Inc.	Baja breeze : (54) TB31070	VAu000676347

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Balinese blossoms : no. (61)TB31127 (wovens)/TB2809(knits)	VA0001383824
Tommy Bahama Group, Inc.	Bamboo aboard : no. (61) TB31087.	VAu000700429
Tommy Bahama Group, Inc.	Bamboo cove : no. (73) TB31490.	VA0001416767
Tommy Bahama Group, Inc.	Bamboo haku : no. (61) TB31202.	VAu000700438
Tommy Bahama Group, Inc.	Bamboo island.	VAu000729412
Tommy Bahama Group, Inc.	Banana tienda : no. (61) TB31088.	VAu000700430
Tommy Bahama Group, Inc.	Bandana beauty.	VAu000725443
TOMMY BAHAMA GROUP, INC.	BAREFOOT BAR.	VAu000963177
Tommy Bahama Group, Inc.	Batik la chique : no. (73) TB31488.	VA0001416744
Tommy Bahama Group, Inc.	BBQ eskew : (64) TB9382/TB9383.	VA0001404756
Tommy Bahama Group, Inc.	Beautiful orchid.	VAu000729415
Tommy Bahama Group, Inc.	Beautiful orchid engineered.	VAu000729411
Tommy Bahama Group, Inc.	Beauty on the beach : (64)TB9385.	VA0001404757
Tommy Bahama Group, Inc.	Bed with leaf pattern linens.	VAu000647382
Tommy Bahama Group, Inc.	Beyond the bungalow : no. (61)TB31148.	VA0001383828
Tommy Bahama Group, Inc.	Big bird.	VAu000665729
TOMMY BAHAMA GROUP, INC.	BILL COLLECTOR BAR.	VAu000957155
Tommy Bahama Group, Inc.	Bird is the word : (64) TB9264.	VA0001404769
Tommy Bahama Group, Inc.	Bird watching : no. 63 TB31264.	VA0001356796
Tommy Bahama Group, Inc.	Birds afloat : no. (53) TB2727.	VAu000672942
Tommy Bahama Group, Inc.	Bloom service : no. (61) TB9299	VAu000700414
Tommy Bahama Group, Inc.	Blossoms galore.	VAu000702559
TOMMY BAHAMA GROUP, INC.	BOARDS OF A FEATHER.	VAu000957595
Tommy Bahama Group, Inc.	Bombay blooms : no. (53) TB30951/9251.	VAu000672946
Tommy Bahama Group, Inc.	Bombay greetings : (63) TB31241.	VA0001356865

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Bordeaux blooms : no. (73) TB31496.	VA0001416756
Tommy Bahama Group, Inc.	Born to swing.	VAu000685936
Tommy Bahama Group, Inc.	Brighten beachy : (64) TB9367.	VA0001404762
Tommy Bahama Group, Inc.	Bungalow blooms : GP108.	VA0001404794
Tommy Bahama Group, Inc.	Bungalow Blues.	VAu000972581
Tommy Bahama Group, Inc.	Bungalow Blues Garden.	VAu000956108
Tommy Bahama Group, Inc.	Bungalow Blues Jamboree.	VAu000956132
Tommy Bahama Group, Inc.	Bungalow Blues Played in the Shade.	VAu000956139
Tommy Bahama Group, Inc.	Bursting Bouquet : no. TB (53)30916.	VAu000667410
Tommy Bahama Group, Inc.	Cactus cantina : (54) TB31009/9547.	VAu000676368
Tommy Bahama Group, Inc.	Calistoga canopy : no. (73) TB31485.	VA0001416769
Tommy Bahama Group, Inc.	Call to hula : (63) TB31255.	VA0001356864
Tommy Bahama Group, Inc.	Capri coast dress and skirt.	VA0001427900
Tommy Bahama Group, Inc.	Capri coast shirt.	VA0001427892
Tommy Bahama Group, Inc.	Carnival garden : (71) TB31402.	VA0001404798
Tommy Bahama Group, Inc.	Casa Blanca ; Azul.	VAu000665719
Tommy Bahama Group, Inc.	Casa Blanca ; Rojo.	VAu000665720
Tommy Bahama Group, Inc.	Casa de flora : (64) TB9366.	VA0001404763
Tommy Bahama Group, Inc.	Casa del Habano : no. (53) TB30928/9545.	VAu000672941
Tommy Bahama Group, Inc.	Casino Coast : (64) TB31357.	VA0001404776
TOMMY BAHAMA GROUP, INC.	CASTING CALL.	VAu000957209
Tommy Bahama Group, Inc.	Casual moments.	VAu000725445
Tommy Bahama Group, Inc.	Cat-chi : no. (54) TB30981.	VAu000672345
Tommy Bahama Group, Inc.	Cat's meow : no. (54) TB30984.	VAu000672344
Tommy Bahama Group, Inc.	Celebration : no. TB (53)30954.	VAu000667418
Tommy Bahama Group, Inc.	Chair affair.	VAu000725444
Tommy Bahama Group, Inc.	Channel surfer : no. (71) TB9400.	VA0001399057
Tommy Bahama Group, Inc.	Charms of the kasbah : no. (61)TB31138(wovens)/TB31137(borders)	VA0001383822
Tommy Bahama Group, Inc.	Cherry blossom dress.	VAu000729416
Tommy Bahama Group, Inc.	Cherry blossom scarf : no. (64)TW7226.	VAu000734883

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Tommy Bahama Group, Inc.	Cherry blossom skirt.	VAu000729414
Tommy Bahama Group, Inc.	Chill time denim.	VAu000725449
Tommy Bahama Group, Inc.	Citrus garden : no. (61)TB2790 (knit/TB31145(woven)	VA0001383829
Tommy Bahama Group, Inc.	Clear flower.	VAu000668308
Tommy Bahama Group, Inc.	Climbing vines : no. (63)TB31331.	VAu000695531
Tommy Bahama Group, Inc.	Coastline craze : (54) TB31034/9280.	VAu000676356
Tommy Bahama Group, Inc.	Cocktail cruise : (63) TB9345.	VA0001356856
Tommy Bahama Group, Inc.	Conga Miranda : T31640 (embroidered shirt)	VAu000744762
Tommy Bahama Group, Inc.	Cool breeze beauty.	VAu000725440
Tommy Bahama Group, Inc.	Copa Cabana : GP107.	VA0001404779
Tommy Bahama Group, Inc.	Copabanana : (71) TB30680.	VA0001404790
Tommy Bahama Group, Inc.	Corsica cactus : (54) tb31016.	VAu000676337
Tommy Bahama Group, Inc.	Courtly columns : no. (61)TB31231.	VA0001383816
Tommy Bahama Group, Inc.	Coyote cove : no. (73) TB31493.	VA0001416764
Tommy Bahama Group, Inc.	Crustacean formation : no. (71) TB31445/TB9424.	VA0001399064
Tommy Bahama Group, Inc.	Cuban cove seeker : no. (61) TB9311.	VAu000700418
Tommy Bahama Group, Inc.	Cubano cascade : no. (61) TB9308.	VAu000700424
Tommy Bahama Group, Inc.	Daily double : no. T31807.	VAu000750258
Tommy Bahama Group, Inc.	Dancing daylight : no. (54) TB31063.	VAu000672348
Tommy Bahama Group, Inc.	Del sol stripe ; Agua.	VAu000665717
Tommy Bahama Group, Inc.	Del sol stripe ; Limon.	VAu000665718
Tommy Bahama Group, Inc.	Desert jungle : no. TBW30070	VAu000747021
TOMMY BAHAMA GROUP, INC.	DESERT PHOENIX.	VAu000957221
Tommy Bahama Group, Inc.	Desert surf : no. (73) TB31530.	VA0001416758
TOMMY BAHAMA GROUP, INC.	DESPERATE STEAK KNIVES	VAu000957156
Tommy Bahama Group, Inc.	Destination relaxation : no. (71) TB9399.	VA0001399065
Tommy Bahama Group, Inc.	Destination vacation : (71) TB9411.	VA0001396861

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Tommy Bahama Group, Inc.	Destination vacation towel : TR727 (towel).	VAu000744769
Tommy Bahama Group, Inc.	Dive & dash : (64) TB9369.	VA0001404764
Tommy Bahama Group, Inc.	Diver's delight : no. (61) TB9318.	VAu000700406
Tommy Bahama Group, Inc.	Don Juan de palmo : no. (61) TB31094.	VAu000700399
TOMMY BAHAMA GROUP, INC.	DOWN SHIFT	VAu000963174
Tommy Bahama Group, Inc.	Dragon racing : (54) TB31012/9273/9546.	VAu000676341
Tommy Bahama Group, Inc.	Dune garden : no. (73) TB31531.	VA0001416774
Tommy Bahama Group, Inc.	Early bird : (64) TB31352.	VA0001404750
Tommy Bahama Group, Inc.	El Grande : no. (53) TB30949.	VAu000672929
TOMMY BAHAMA GROUP, INC.	EX PRESIDENTE' CAMP.	VAu000957464
Tommy Bahama Group, Inc.	Fade Out Ave. : no. (61) TB9320.	VAu000700404
Tommy Bahama Group, Inc.	Fall fronds : no. (63)TB2862.	VAu000695535
Tommy Bahama Group, Inc.	Fan club : no. (61) TB31116.	VAu000700407
Tommy Bahama Group, Inc.	Fan mail : no. (73) TB9441.	VA0001416754
Tommy Bahama Group, Inc.	Fanbrella : no. (61) TB31110.	VAu000700434
Tommy Bahama Group, Inc.	Fantango : no. (61) TB31076.	VAu000700445
Tommy Bahama Group, Inc.	Fields of paradise : no. TB(53) 30947.	VAu000667397
Tommy Bahama Group, Inc.	Fiesta stripe : Azul : And rojo.	VAu000678182
Tommy Bahama Group, Inc.	Filigree paisley : no. TBW30060.	VAu000747019
Tommy Bahama Group, Inc.	Final Shakedown.	VAu000960109
Tommy Bahama Group, Inc.	Finding Reno : (64) TB9374.	VA0001404770
Tommy Bahama Group, Inc.	Fire floral : no. TB (52)30895.	VAu000667402
Tommy Bahama Group, Inc.	Fire floral : no. TB(53) 30885 ENG.	VAu000667392
TOMMY BAHAMA GROUP, INC.	FISH & CHICKS.	VAu000957154
Tommy Bahama Group, Inc.	Fish 'n' chicks : (64) TB9384.	VA0001404773
Tommy Bahama Group, Inc.	Five O'Clock Shadow.	VAu000956727
TOMMY BAHAMA GROUP, INC.	FLAMINGO LANES.	VAu000957204
Tommy Bahama Group, Inc.	Fleur de force : no. (63)TB2845/31285.	VAu000695530

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Tommy Bahama Group, Inc.	Fleur Island : (54) TB31001.	VAu000676358
Tommy Bahama Group, Inc.	Flora aura : no. (71) TB31415.	VA0001399079
Tommy Bahama Group, Inc.	Flora bora jacquard.	VA0001427897
Tommy Bahama Group, Inc.	Flora da keys : no. (53) TB9258.	VAu000672928
Tommy Bahama Group, Inc.	Floral fiesta : no. (53)30897.	VAu000667409
Tommy Bahama Group, Inc.	Floral reflections : no. (73) TB31504.	VA0001416752
Tommy Bahama Group, Inc.	Flotilla : no. (61) TB31077.	VAu000700405
Tommy Bahama Group, Inc.	Fluer de France : (54) TB9285.	VAu000676355
TOMMY BAHAMA GROUP, INC.	G3046.	VAu000977586
TOMMY BAHAMA GROUP, INC.	G3047.	VAu000977579
TOMMY BAHAMA GROUP, INC.	G3049.	VAu000977582
Tommy Bahama Group, Inc.	Garden mirage.	VAu000725451
Tommy Bahama Group, Inc.	Garden of hope & courage/borders of paradise : no. (53) TB30872/TB9264.	VAu000672949
Tommy Bahama Group, Inc.	Garden of hope & courage, HOL 05 : (54) TB31074.	VAu000676351
Tommy Bahama Group, Inc.	Garden of hope and courage fall 07 : no. (73) TB31512.	VA0001416760
Tommy Bahama Group, Inc.	Garden of hope and courage spring '06/bourbon bloom : no. (61) TB31106/9555.	VAu000700440
Tommy Bahama Group, Inc.	Gateway of India: no. 63 TB31244.	VA0001356795
Tommy Bahama Group, Inc.	Geisha gardens : no. (61) TB31198.	VAu000700437
Tommy Bahama Group, Inc.	Ginger lei : no. (61) TB31107.	VAu000700420
Tommy Bahama Group, Inc.	Ginger sail : no. TB (53)30971.	VAu000667420
Tommy Bahama Group, Inc.	Glass menagerie : no. (54) TB2761, (54) TB2734, (54) TB30998.	VAu000672352
Tommy Bahama Group, Inc.	Grand Prix : (64) TB31362.	VA0001404765
Tommy Bahama Group, Inc.	Halelani view : (64) TB31365.	VA0001404758
Tommy Bahama Group, Inc.	Hammock lounger : no. (53) TB30835.	VAu000667412
Tommy Bahama Group, Inc.	Havana Blast Ave. : no. (61) TB9307.	VAu000700412

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Tommy Bahama Group, Inc.	Havana heat : no. (61) TB31217/31218.	VAu000700444
Tommy Bahama Group, Inc.	Hawaiian ginger.	VAu000685941
Tommy Bahama Group, Inc.	Hawaiian garden : (64) TB31111.	VA0001404767
Tommy Bahama Group, Inc.	Hawaiian hiatus : (71) TB9408.	VA0001396863
Tommy Bahama Group, Inc.	Hawaiian shirt plate.	VAu000685938
Tommy Bahama Group, Inc.	Head over heels : GP283.	VA0001404795
Tommy Bahama Group, Inc.	Her split decision.	VAu000725442
Tommy Bahama Group, Inc.	HIBISCUS AHOY.	VA0001640263
Tommy Bahama Group, Inc.	Hibiscus blues : no. (61) TB31085.	VAu000700436
Tommy Bahama Group, Inc.	Hibiscus high road : no. (73) TB9426.	VA0001416761
Tommy Bahama Group, Inc.	Hibiscus mistress : no. (53) TB30923/9259.	VAu000672953
Tommy Bahama Group, Inc.	Hibiscus parade : no. (61) TB31204.	VAu000700421
Tommy Bahama Group, Inc.	Hidden fruit : no. (53) TB2726.	VAu000672933
Tommy Bahama Group, Inc.	Hidden hibiscus: (64) TB31374.	VA0001404752
Tommy Bahama Group, Inc.	Hidden hibiscus: (54) TB2774.	VAu000672337
Tommy Bahama Group, Inc.	Highway to my way : no. (63) TB9360.	VA0001349265
Tommy Bahama Group, Inc.	Hip trip : no. (73) TB9434.	VA0001416763
Tommy Bahama Group, Inc.	Hokkaido hibiscus : no. (61) TB31109	VAu000700401
Tommy Bahama Group, Inc.	Hold'em & fold'em : (64) TB31361.	VA0001404751
Tommy Bahama Group, Inc.	Honey, I blew up the pineapple : no. (71) TB9418.	VA0001399077
Tommy Bahama Group, Inc.	Hot tropics ; Indigo.	VAu000665728
Tommy Bahama Group, Inc.	Hot tropics ; Mango.	VAu000665727
Tommy Bahama Group, Inc.	Hotel Bombay Lounge.	VAu000703507
Tommy Bahama Group, Inc.	Hula lookin' at : no. (71) TB9391.	VA0001399068
TOMMY BAHAMA GROUP, INC.	HULA LOTTA SHAKIN'.	VAu000957190
Tommy Bahama Group, Inc.	Hum a little song.	VAu000702562
Tommy Bahama Group, Inc.	Ink blossom : no. TBW30077.	VAu000747018
Tommy Bahama Group, Inc.	Ink blossoms alllover : no. (61)TB31225.	VA0001383815

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Tommy Bahama Group, Inc.	Ink blossoms : no. (61)TB31220.	VA0001383834
Tommy Bahama Group, Inc.	Ironwork : no. (64)TW30528, TW60557, TW60227.	VAu000734886
Tommy Bahama Group, Inc.	Island canopy.	VA0001427895
Tommy Bahama Group, Inc.	Island canvas : (63) TB9356.	VA0001356863
Tommy Bahama Group, Inc.	Island flora : no. TBW2023.	VAu000747023
Tommy Bahama Group, Inc.	Island fronds.	VAu000729410
Tommy Bahama Group, Inc.	Island grove : (71) TB31428.	VA0001404781
Tommy Bahama Group, Inc.	Island imprints : no. (53) TB30933.	VAu000672960
Tommy Bahama Group, Inc.	Island Mirage Ave. : no. (61) TB9330.	VAu000700400
Tommy Bahama Group, Inc.	Island palm-palms : (63) TB31236.	VA0001356859
Tommy Bahama Group, Inc.	Island reserve : no. (73) TB31492.	VA0001416742
Tommy Bahama Group, Inc.	Island rockstar : T31551 (embroidered shirt).	VAu000744763
Tommy Bahama Group, Inc.	Island shadows.	VAu000729413
Tommy Bahama Group, Inc.	Java see java do : no. (61) TB9317.	VAu000700402
Tommy Bahama Group, Inc.	Jeans that rock!	VAu000725450
Tommy Bahama Group, Inc.	Jewel of the Isle : no. (71) TB31417.	VA0001399058
Tommy Bahama Group, Inc.	Jungle shakedown.	VAu000703509
Tommy Bahama Group, Inc.	Ka-Bloom ; Azul.	VAu000665725
Tommy Bahama Group, Inc.	Ka-Bloom ; Bojo.	VAu000665726
Tommy Bahama Group, Inc.	Kaleidascope floral	VAu000702564
Tommy Bahama Group, Inc.	King cone : (54) TB31053.	VAu000676367
Tommy Bahama Group, Inc.	King of blues : no. (61) TB31216.	VAu000700431
Tommy Bahama Group, Inc.	King of cool.	VAu000685937
Tommy Bahama Group, Inc.	Kitty's purr : no. (54) TB2738.	VAu000672347
Tommy Bahama Group, Inc.	Knot a floral shirt.	VA0001427898
Tommy Bahama Group, Inc.	Knot a floral shirt.	VA0001427893
Tommy Bahama Group, Inc.	LA to Las Vegas : no. (61) TB31119/9554.	VAu000700410
Tommy Bahama Group, Inc.	Lady Luau : (64) TB31364.	VA0001404774
Tommy Bahama Group, Inc.	Lanikai leaves : (64) TB31367.	VA0001404766
Tommy Bahama Group, Inc.	Last cantina : (54) TB31005.	VAu000676363
Tommy Bahama Group, Inc.	Late harvest : no. (73) TB31486.	VA0001416779

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Tommy Bahama Group, Inc.	Lattice border : no. (64)TW30520.	VAu000734887
Tommy Bahama Group, Inc.	Lava lounge : (63) TB9333.	VA0001356858
Tommy Bahama Group, Inc.	Leaf bazaar.	VAu000729409
Tommy Bahama Group, Inc.	Leaf me here : (64) TB31371.	VA0001404761
Tommy Bahama Group, Inc.	Leafy weapon : (71) TB9397/TB9413.	VA0001404782
Tommy Bahama Group, Inc.	Leaves fallin' : no. (61) TB9352.	VAu000700409
Tommy Bahama Group, Inc.	Lei Down & Relax.	VAu000956415
Tommy Bahama Group, Inc.	Lei 'n' around : no. (61) TB9302.	VAu000700411
Tommy Bahama Group, Inc.	Lei'n around : no. (73) TB9435.	VA0001416759
Tommy Bahama Group, Inc.	Lei'z daze : no. (71) TB9394.	VA0001399059
Tommy Bahama Group, Inc.	Linen on shelves.	VAu000647381
Tommy Bahama Group, Inc.	Linen reef : (71) TB31447.	VA0001396857
Tommy Bahama Group, Inc.	Linework floral.	VAu000702561
Tommy Bahama Group, Inc.	Live bait : no. (53) TB30877/TB9248.	VAu000672952
Tommy Bahama Group, Inc.	Loafers on end table.	VAu000647368
Tommy Bahama Group, Inc.	Longboard Cigars.	VAu000958905
Tommy Bahama Group, Inc.	LOON RIVER (74) TB31570.	VA0001627065
Tommy Bahama Group, Inc.	Lost and swinging : T31656 (embroidered shirt)	VAu000744766
Tommy Bahama Group, Inc.	Lost lagoon seeker : no. (61) TB9304.	VAu000700428
Tommy Bahama Group, Inc.	Lotus maximus : (54) TB31071/9284.	VAu000676357
Tommy Bahama Group, Inc.	Lounge Wizard	VAu000956423
Tommy Bahama Group, Inc.	Luau sunset : no. (71) TB31451.	VA0001399071
Tommy Bahama Group, Inc.	Lucky streak : no. (71) TB9393.	VA0001399066
Tommy Bahama Group, Inc.	Lunar festival : no. (71) TB31425.	VA0001399073
Tommy Bahama Group, Inc.	Lunar lotus : (54) TB31054/9286.	VAu000676346
Tommy Bahama Group, Inc.	Madeira floral : no. TBW30055.	VAu000747015
Tommy Bahama Group, Inc.	Madeira jacquard : no. TWJ73001.	VAu000747022
Tommy Bahama Group, Inc.	Mai-tie (dye) : Mango : And lily pad : And indigo.	VAu000678181
Tommy Bahama Group, Inc.	Maiden Monaco.	VA0001393468
Tommy Bahama Group, Inc.	Man and his guitar.	VAu000725448



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Tommy Bahama Group, Inc.	Man and woman embracing love.	VAu000647375
Tommy Bahama Group, Inc.	Man and woman embracing on beach.	VAu000647373
Tommy Bahama Group, Inc.	Man and woman embracing under palm tree.	VAu000647372
Tommy Bahama Group, Inc.	Man and woman in glasses.	VAu000668305
Tommy Bahama Group, Inc.	Man and woman in happy embrace.	VAu000647377
Tommy Bahama Group, Inc.	Man standing in doorway.	VAu000647378
Tommy Bahama Group, Inc.	Manor de mango : (54) TB31050/9283.	VAu000676342
Tommy Bahama Group, Inc.	Man's feet in sandals.	VAu000647376
Tommy Bahama Group, Inc.	Man's watch 10:10.	VAu000647383
Tommy Bahama Group, Inc.	Mardi Gras mirage : no. (71) TB30557.	VA0001399070
Tommy Bahama Group, Inc.	Margarita bloom : no. (64) TB31355.	VA0001402541
Tommy Bahama Group, Inc.	Marina half price : (54) TB9289.	VAu000676360
TOMMY BAHAMA GROUP, INC.	MARLIN LINE-UP.	VAu000957203
TOMMY BAHAMA GROUP, INC.	MARLIN MAYHEM	VAu000963176
Tommy Bahama Group, Inc.	Martini break : no. (71) TB31432.	VA0001399078
Tommy Bahama Group, Inc.	Martini gras : no. (61) TB31102.	VAu000700439
Tommy Bahama Group, Inc.	Masquerade mix : no. (71) TB31466.	VA0001399081
Tommy Bahama Group, Inc.	Maximum over chill : no. (73) TB9428.	VA0001416748
Tommy Bahama Group, Inc.	Medallion stallion : no. (53) TB30921/9256.	VAu000672934
Tommy Bahama Group, Inc.	Menage a palms : no. (53) TB30940.	VAu000672938
Tommy Bahama Group, Inc.	Mermaid on the rocks : TR2017 (tee)	VAu000744768
Tommy Bahama Group, Inc.	Mexican market ; (53) TB30896 green.	VAu000664534
Tommy Bahama Group, Inc.	Mexican market : no. (53) TB 30896.	VAu000667405
Tommy Bahama Group, Inc.	Miami heatwave : no. (71) TB31453.	VA0001399056

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Tommy Bahama Group, Inc.	Mirage collage : (71) TB9421.	VA0001396858
Tommy Bahama Group, Inc.	Mirror palms : (54) TB31019/9279.	VAu000676344
Tommy Bahama Group, Inc.	Mojito montage : no. (73) TB9427.	VA0001416770
Tommy Bahama Group, Inc.	Monkey's wild : no. (53) TB30889.	VAu000672935
Tommy Bahama Group, Inc.	Moonlit jungle : no. TBW30059.	VAu000747032
Tommy Bahama Group, Inc.	Morrow Bay : no. (71) TB9404.	VA0001399061
Tommy Bahama Group, Inc.	Mosaic mambo : no. (61) TB31091.	VAu000700408
Tommy Bahama Group, Inc.	Mr. Martini : no. (71) TB31436.	VA0001401296
Tommy Bahama Group, Inc.	Muscat mirage : no. (73) TB31494.	VA0001416778
Tommy Bahama Group, Inc.	My maharaja : no. (61)TB31138(wovens)/ TB31139(border).	VA0001383820
Tommy Bahama Group, Inc.	Native bird.	VAu000665731
TOMMY BAHAMA GROUP, INC.	NATURAL BORN GRILLER.	VAu000957193
Tommy Bahama Group, Inc.	Nautical anchor.	VA0001427890
Tommy Bahama Group, Inc.	Nautical crest.	VA0001427888
Tommy Bahama Group, Inc.	Networth : T31650 (embroidered shirt)	VAu000744767
Tommy Bahama Group, Inc.	Never ending summer : no. 63 TB31297.	VA0001356794
Tommy Bahama Group, Inc.	New bird.	VAu000665730
Tommy Bahama Group, Inc.	New horizons : no. (54) TB2753B.	VAu000672340
Tommy Bahama Group, Inc.	Nostalgia flower : no. TB (53)30900.	VAu000667413
Tommy Bahama Group, Inc.	Nostalgia Ironwork : no. (53) TB 30931.	VAu000667406
Tommy Bahama Group, Inc.	Nostalgia : no. TB (53)30901.	VAu000667419
Tommy Bahama Group, Inc.	Oasis garden : no. (64)TW30537, TW60234, TW14234.	VAu000734884
Tommy Bahama Group, Inc.	Of Koi-ce : (71) TB31418.	VA0001404800
Tommy Bahama Group, Inc.	Off Shore Rocket.	VAu000956321
Tommy Bahama Group, Inc.	Off the deep end : T31641 (embroidered shirt)	VAu000744764

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Tommy Bahama Group, Inc.	Old Havana : no. TB (53)3899A.	VAu000667415
Tommy Bahama Group, Inc.	On the prowl : no. (53) TB30942/9542.	VAu000672958
Tommy Bahama Group, Inc.	Orchards blossoms bouquet.	VAu000702560
Tommy Bahama Group, Inc.	Orchid sanctuary : no. (54) TB31022.	VAu000672349
Tommy Bahama Group, Inc.	Orchid you out : no. (61) TB31123.	VAu000700413
Tommy Bahama Group, Inc.	Orlando plume : no. (63) TB31233.	VA0001349267
Tommy Bahama Group, Inc.	Ornamental flowers : no. (63)TB2878.	VAu000695529
Tommy Bahama Group, Inc.	Pacific breeze : no. (73) TB31500.	VA0001416753
Tommy Bahama Group, Inc.	Painted palms : (64) TB31351.	VA0001404748
Tommy Bahama Group, Inc.	Paisley daze : no. (61)TB31137(woven)/ TB2779(knits).	VA0001383814
Tommy Bahama Group, Inc.	Paisley of paradise : (63) TB31252.	VA0001356854
Tommy Bahama Group, Inc.	Palm away : (54) TB31052/9275.	VAu000676362
Tommy Bahama Group, Inc.	Palm bounty : (54) TB9293.	VAu000676369
Tommy Bahama Group, Inc.	Palm date : no. (53) TB30922.	VAu000672947
Tommy Bahama Group, Inc.	Palm de provence : (54) TB2747.	VAu000676366
Tommy Bahama Group, Inc.	Palm Desert : no. TB31413.	VA0001398906
Tommy Bahama Group, Inc.	Palm Drive : no. TB30869 : TB2689.	VAu000657926
Tommy Bahama Group, Inc.	Palm eclipse : no. (53) TB30941.	VAu000672936
Tommy Bahama Group, Inc.	Palm flings : (71) TB31403.	VA0001404792
Tommy Bahama Group, Inc.	Palm mirage : no. (61) TB31121.	VAu000700425
Tommy Bahama Group, Inc.	Palm mirage : no. (64)TW60236, TW14230, TW8282.	VAu000734888
Tommy Bahama Group, Inc.	Palm O' Rama : TR747 (golf towel)	VAu000744759
Tommy Bahama Group, Inc.	Palm of fame : no. (61) TB31100.	VAu000700422
Tommy Bahama Group, Inc.	Palm o'rama : no. (71) TB9406.	VA0001399067
Tommy Bahama Group, Inc.	Palm portrait : (54) TB31000.	VAu000676339
Tommy Bahama Group, Inc.	Palm relief : (54) TB9184.	VAu000676338

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Palm Springs postcard : (71) TB31452.	VA0001404793
Tommy Bahama Group, Inc.	Palm tree jungle.	VA0001427891
Tommy Bahama Group, Inc.	Palm tree place : no. (61)TB31149(wovens)/ TB2801(knits).	VA0001383823
Tommy Bahama Group, Inc.	Palmas ; Agua.	VAu000665723
Tommy Bahama Group, Inc.	Palmas ; Limon.	VAu000665724
Tommy Bahama Group, Inc.	Palms together : (54) TBYD2118.	VAu000676354
Tommy Bahama Group, Inc.	Palms unite : no. (73) TB31495.	VA0001416741
Tommy Bahama Group, Inc.	Paradise camp : no. (73) TB31491.	VA0001416765
TOMMY BAHAMA GROUP, INC.	PARADISE DISTILLED.	VAu000957208
Tommy Bahama Group, Inc.	Paradise grand prix.	VAu000703508
Tommy Bahama Group, Inc.	Paradise Hotel silk scarf.	VA0001427899
Tommy Bahama Group, Inc.	Paradise Nation.	VAu000956420
Tommy Bahama Group, Inc.	Paradise nation : no. T20709.	VAu000750261
TOMMY BAHAMA GROUP, INC.	PARADISE ON TAP.	VAu000957206
Tommy Bahama Group, Inc.	Paradise plunder.	VAu000713103
Tommy Bahama Group, Inc.	Paradise Ranch.	VAu000685935
Tommy Bahama Group, Inc.	Paradise Ranch (54) TB31017/9292.	VAu000676352
Tommy Bahama Group, Inc.	Paradise vintage : (54) TB31048.	VAu000676364
Tommy Bahama Group, Inc.	Parrots of the Caribbean : (64) TB31341.	VA0001404755
Tommy Bahama Group, Inc.	Party on : no. (73) TB9447.	VA0001416750
Tommy Bahama Group, Inc.	Passion for paradise : no. (73) TB9440.	VA0001416762
Tommy Bahama Group, Inc.	Peach orchard.	VAu000702567
Tommy Bahama Group, Inc.	Pele palm : no. (71) TB31456.	VA0001399074
Tommy Bahama Group, Inc.	Pelican cigar : no. T31769.	VAu000750259
Tommy Bahama Group, Inc.	Perfume and cologne on table.	VAu000647367
Tommy Bahama Group, Inc.	Phuket palms : (71) TB31422.	VA0001404791
Tommy Bahama Group, Inc.	Pier fun : no. (61) TB31080.	VAu000700441
Tommy Bahama Group, Inc.	Pina piñata : (54) TB31073.	VAu000676340
Tommy Bahama Group, Inc.	Pineapple express : no. T31715.	VAu000750260
Tommy Bahama Group, Inc.	Pineapple fiesta : no. (71) TB31450.	VA0001399072

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Pineapple oasis : no. (71) TB31437.	VA0001399062
Tommy Bahama Group, Inc.	Pineapple pop : no. (54) TB30981, (54) TB31032.	VAu000672346
Tommy Bahama Group, Inc.	Pineapple progression : no. (53) TB30880/9261.	VAu000672948
Tommy Bahama Group, Inc.	Pineapple rodeo.	VAu000685934
Tommy Bahama Group, Inc.	Pineapple row : no. (73) TB31482.	VA0001416771
Tommy Bahama Group, Inc.	Pineapple splash : (71) TB9409.	VA0001396862
Tommy Bahama Group, Inc.	Pineapple tumble : no. (71) TB31414.	VA0001399076
Tommy Bahama Group, Inc.	Pineapple voodoo : no. TB (53)30909.	VAu000667408
Tommy Bahama Group, Inc.	Pineapples in bowl.	VAu000668306
Tommy Bahama Group, Inc.	Pineapple salsa : no. (53) TB30769.	VAu000672959
Tommy Bahama Group, Inc.	Pisces rising : no. (53) TB30887.	VAu000672945
Tommy Bahama Group, Inc.	Place to be scene : (64) TB9371.	VA0001404760
Tommy Bahama Group, Inc.	Plaiding it cool : no. (61) TB9309.	VAu000700415
Tommy Bahama Group, Inc.	Playful poppies : no. (54) TB2741, (54) TB31033.	VAu000672335
Tommy Bahama Group, Inc.	Plumeria garden : no. (61)TB31229.	VA0001383826
Tommy Bahama Group, Inc.	Plumeria palace : (64) TB31358.	VA0001404759
Tommy Bahama Group, Inc.	Polly's vacation : no. 63 TB31279.	VA0001356797
Tommy Bahama Group, Inc.	Ponderosa pineapples: (64) TB31399.	VA0001404768
Tommy Bahama Group, Inc.	Pool flower : GP106.	VA0001404788
Tommy Bahama Group, Inc.	Poolside tropics : (71) TB9405.	VA0001404778
Tommy Bahama Group, Inc.	Pop of Waikiki : no. (53) TB30952.	VAu000672939
Tommy Bahama Group, Inc.	Porcelain postcard motif box.	VAu000685939
Tommy Bahama Group, Inc.	Porcelain postcard motif tray.	VAu000685940
Tommy Bahama Group, Inc.	Portuguese medallion : no. TBW30064.	VAu000747016
Tommy Bahama Group, Inc.	Pro Hammock Tester.	VAu000956328
Tommy Bahama Group, Inc.	Proleisure tour : TR749 (golf towel)	VAu000744770

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Prowling around : (63) TB31256.	VA0001356855
Tommy Bahama Group, Inc.	Que syrah : no. (73) TB31527.	VA0001416746
Tommy Bahama Group, Inc.	Queen of Sheba : no. (61)TB31193.	VA0001383817
Tommy Bahama Group, Inc.	Rainforest retreat : no. (54) TB2752, (54) TB31023.	VAu000672353
Tommy Bahama Group, Inc.	Real estate : no. (53) TB31043.	VAu000672951
Tommy Bahama Group, Inc.	Relax resort : (71) TB9420.	VA0001396864
Tommy Bahama Group, Inc.	Relaxcursion : no. (73) TB9433.	VA0001416743
Tommy Bahama Group, Inc.	Rendezvous : no. (53) TB2703.	VAu000667414
Tommy Bahama Group, Inc.	Rest & relaxation : (64) TB9377.	VA0001404775
Tommy Bahama Group, Inc.	Rest with the best : TR733 (beach towel).	VAu000744760
Tommy Bahama Group, Inc.	(Retail special) : no. (73) TB31537.	VA0001416751
Tommy Bahama Group, Inc.	(Retail special) : no. (73) TB31546.	VA0001416768
Tommy Bahama Group, Inc.	Retro palms : (71) TB31401.	VA0001404789
Tommy Bahama Group, Inc.	Ride the tip.	VAu000703510
TOMMY BAHAMA GROUP, INC.	RIDE'EM COWBOYS.	VAu000957465
Tommy Bahama Group, Inc.	Riviera racer : (64) TB31359.	VA0001404745
Tommy Bahama Group, Inc.	Road princess.	VAu000725446
Tommy Bahama Group, Inc.	Romance island : no. TB (53)30955.	VAu000667407
Tommy Bahama Group, Inc.	Royal hibiscus : (64) TB31074.	VA0001404753
Tommy Bahama Group, Inc.	Royal lush : (54) TB30994.	VAu000676361
Tommy Bahama Group, Inc.	Rug with plam tree leaf pattern.	VAu000647380
Tommy Bahama Group, Inc.	Rug with plant vine pattern.	VAu000647379
Tommy Bahama Group, Inc.	Rum punch : (64) TB31343.	VA0001404746
Tommy Bahama Group, Inc.	Safari so good : (54) TB2748.	VAu000676365
Tommy Bahama Group, Inc.	Sand dollar : no. (61) TB9303.	VAu000700443
Tommy Bahama Group, Inc.	Santa cruise : (54) TB31007.	VAu000676348
Tommy Bahama Group, Inc.	Santa Cruise : (71) TB9402.	VA0001404777
Tommy Bahama Group, Inc.	Scenic seeker : no. (61) TB9355.	VAu000700416
Tommy Bahama Group, Inc.	Sea bubbles: no. (54) TB30993.	VAu000672341
Tommy Bahama Group, Inc.	Sea gardens : no. (61) TB31079.	VAu000700435
Tommy Bahama Group, Inc.	Sea you lei'ter : (71) TB9390.	VA0001404780
Tommy Bahama Group, Inc.	Seaflower stripe : no. 63 TB31298, TB9364	VA0001356798

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Seas the day.	VAu000713100
Tommy Bahama Group, Inc.	Seascape : no. (61)TB31232.	VA0001383825
Tommy Bahama Group, Inc.	Seaspray : (63) TB31295.	VA0001356866
Tommy Bahama Group, Inc.	SeaView soon : no. (73) TB9431.	VA0001416772
Tommy Bahama Group, Inc.	Shade lounger : no. (73) TB31503.	VA0001416776
Tommy Bahama Group, Inc.	Shades of paradise : no. (61)TB31150.	VA0001383827
Tommy Bahama Group, Inc.	Shadow play (mix) : no. (53) TB30910.	VAu000667401
Tommy Bahama Group, Inc.	Shadowplay : no. (53) 30911B.	VAu000667400
Tommy Bahama Group, Inc.	Shady lady.	VAu000725439
Tommy Bahama Group, Inc.	Shark Date Club.	VAu000685942
Tommy Bahama Group, Inc.	She's camera ready.	VAu000725447
Tommy Bahama Group, Inc.	Shore leave : (64) TB31348.	VA0001404743
Tommy Bahama Group, Inc.	Shore thing : (63) TB9351.	VA0001356857
Tommy Bahama Group, Inc.	Show stopper : no. (61) TB31120.	VAu000700433
Tommy Bahama Group, Inc.	Showering flowers : no. (54) TB2742.	VAu000672336
Tommy Bahama Group, Inc.	Siesta stamp : no. TB (53)30893.	VAu000667416
Tommy Bahama Group, Inc.	Siesta stripe : no. (53) TB 30892.	VAu000667403
TOMMY BAHAMA GROUP, INC.	SIGNS OF LIFE.	VAu000957194
Tommy Bahama Group, Inc.	Silly for Chantilly : no. (63)TB2871.	VAu000695534
Tommy Bahama Group, Inc.	Sip back and relax : (71) TB9417.	VA0001396859
Tommy Bahama Group, Inc.	Sip back and relax : TR748 (Golf towel).	VAu000744761
Tommy Bahama Group, Inc.	Sky hi : (64) TB9368	VA0001404744
Tommy Bahama Group, Inc.	Soul in one : (64) TB9248	VA0001404754
Tommy Bahama Group, Inc.	Speckles and spots.	VAu000702563
Tommy Bahama Group, Inc.	Spice island floral : no. (54) TB30996	VAu000672350
Tommy Bahama Group, Inc.	Spice of life.	VAu000702565
Tommy Bahama Group, Inc.	Spin cycle : (64) TB9380.	VA0001404742
Tommy Bahama Group, Inc.	Splitting image : no. (63) TB31259.	VA0001349266

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	ST. CROIX LANES.	VAu000957466
Tommy Bahama Group, Inc.	Star flower.	VAu000702566
Tommy Bahama Group, Inc.	Sugar blossom : GP113.	VA0001404799
Tommy Bahama Group, Inc.	Sultry shades : no. (53) TB 30932.	VAu000667404
Tommy Bahama Group, Inc.	Sun orchid : no. (64)TW65133, TW14209, TW60221.	VAu000734885
Tommy Bahama Group, Inc.	Sunpower : (54) TB YD3158.	VAu000676336
Tommy Bahama Group, Inc.	Sunrise shadow : no. (63)TB31385.	VAu000695533
Tommy Bahama Group, Inc.	Sunset rally : (63) TB9334.	VA0001356868
Tommy Bahama Group, Inc.	Sunset rally : (71) TB9334.	VA0001404801
Tommy Bahama Group, Inc.	Sunshine smile : no. (61)TB2791.	VA0001383831
Tommy Bahama Group, Inc.	Sunshine through the mist : no. (54) TB31062.	VAu000672338
Tommy Bahama Group, Inc.	Sunshine wink : no. (61)TB2791 knits/TB3114/ wovens.	VA0001383813
Tommy Bahama Group, Inc.	Sweet silence : no. (54) TB31021.	VAu000672355
Tommy Bahama Group, Inc.	Swinging palms : no. (53) TB31044.	VAu000672943
Tommy Bahama Group, Inc.	Swizzle stripe : GP109.	VA0001404797
TOMMY BAHAMA GROUP, INC.	T32321.	VAu000971102
TOMMY BAHAMA GROUP, INC.	T32422.	VAu000971107
TOMMY BAHAMA GROUP, INC.	T32423.	VAu000971109
TOMMY BAHAMA GROUP, INC.	T32439.	VAu000977547
Tommy Bahama Group, Inc.	T32446.	VAu000977545
TOMMY BAHAMA GROUP, INC.	T32488.	VAu000977546
Tommy Bahama Group, Inc.	Tahiti orchid : no. TBW30055.	VAu000747025
Tommy Bahama Group, Inc.	Tahitian fields : no. (71) TB9407.	VA0001399069
Tommy Bahama Group, Inc.	Tahitian sunset.	VA0001427896
Tommy Bahama Group, Inc.	Tails fo sic sea : no. (73) TB9414.	VA0001416755

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Take a dip : (63) TB31272.	VA0001356867
Tommy Bahama Group, Inc.	Take me there : no. (54) TB30780.	VAu000672343
Tommy Bahama Group, Inc.	Taravao leaves : no. TBEM1017.	VAu000747020
Tommy Bahama Group, Inc.	Tarpon Bay : (71) TB31427.	VA0001396865
Tommy Bahama Group, Inc.	TB relax wall sign : FH9107 (wall sign)	VAu000744765
TOMMY BAHAMA GROUP, INC.	TBW 2052 LAGUNA VINE.	VAu000961529
TOMMY BAHAMA GROUP, INC.	TBW 2060 HONOLULU FLORAL.	VAu000961531
TOMMY BAHAMA GROUP, INC.	TBW 30112.	VAu000961512
TOMMY BAHAMA GROUP, INC.	TBW 30116 TROICAL TRELLIS STRIPE.	VAu000961517
TOMMY BAHAMA GROUP, INC.	TBW 30133 MOD.	VAu000961514
TOMMY BAHAMA GROUP, INC.	TBW 30143 BAMBOO BEACH.	VAu000961530
TOMMY BAHAMA GROUP, INC.	TBW 30144 70'S FLORAL PRINT SCARF.	VAu000961528
TOMMY BAHAMA GROUP, INC.	TBW 30146 PARADISE FLORAL.	VAu000961516
TOMMY BAHAMA GROUP, INC.	TBW2039.	VA0001653488
TOMMY BAHAMA GROUP, INC.	TBW2040.	VA0001653485
TOMMY BAHAMA GROUP, INC.	TBW2047.	VA0001653352
TOMMY BAHAMA GROUP, INC.	TBW2050 70'S FLORAL DRESS.	VAu000961547
TOMMY BAHAMA GROUP, INC.	TBW2051 CHAIN PRINT.	VAu000961549
TOMMY BAHAMA GROUP, INC.	TBW2058 BALINESE BREEZE.	VAu000961539
TOMMY BAHAMA GROUP, INC.	TBW2059 ZUMA LEAF.	VAu000961532
TOMMY BAHAMA GROUP, INC.	TBW2062 LATTICE GEO.	VAu000961548
TOMMY BAHAMA GROUP, INC.	TBW2069.	VAu000971963



CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	TBW2072	VAu000971866
TOMMY BAHAMA GROUP, INC.	TBW2075.	VAu000971933
TOMMY BAHAMA GROUP, INC.	TBW2077.	VAu000971897
TOMMY BAHAMA GROUP, INC.	TBW2078.	VAu000971864
TOMMY BAHAMA GROUP, INC.	TBW2084.	VA0001647581
TOMMY BAHAMA GROUP, INC.	TBW2087.	VA0001647584
TOMMY BAHAMA GROUP, INC.	TBW2089.	VA0001647556
TOMMY BAHAMA GROUP, INC.	TBW2090.	VA0001647579
TOMMY BAHAMA GROUP, INC.	TBW2095.	VA0001647583
TOMMY BAHAMA GROUP, INC.	TBW2096.	VA0001647585
TOMMY BAHAMA GROUP, INC.	TBW2106.	VA0001653563
TOMMY BAHAMA GROUP, INC.	TBW2107.	VA0001653564
TOMMY BAHAMA GROUP, INC.	TBW2115.	VA0001653566
TOMMY BAHAMA GROUP, INC.	TBW30069.	VA0001653359
TOMMY BAHAMA GROUP, INC.	TBW30080.	VA0001653346
TOMMY BAHAMA GROUP, INC.	TBW30082.	VA0001653357
TOMMY BAHAMA GROUP, INC.	TBW30084 : Paisley (Chambray).	VA0001653350
TOMMY BAHAMA GROUP, INC.	TBW30085.	VA0001653487
TOMMY BAHAMA GROUP, INC.	TBW30090.	VA0001653317
TOMMY BAHAMA GROUP, INC.	TBW30091.	VA0001653355
TOMMY BAHAMA GROUP, INC.	TBW30093.	VA0001653319

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	TBW30095.	VA0001653489
TOMMY BAHAMA GROUP, INC.	TBW30096.	VA0001653321
TOMMY BAHAMA GROUP, INC.	TBW30099.	VA0001653322
TOMMY BAHAMA GROUP, INC.	TBW30100/02 Moonlit Medallion.	VA0001653478
TOMMY BAHAMA GROUP, INC.	TBW30101.	VA0001653482
TOMMY BAHAMA GROUP, INC.	TBW30104.	VA0001653318
TOMMY BAHAMA GROUP, INC.	TBW30109 PASSION PAISLEY.	VAu000961535
TOMMY BAHAMA GROUP, INC.	TBW30110 70'S FLORAL SLEEVELESS.	VAu000961538
TOMMY BAHAMA GROUP, INC.	TBW30118 DAMASK PRINT.	VAu000961533
TOMMY BAHAMA GROUP, INC.	TBW30124 FLORAL SPRAY SHIRT.	VAu000961544
TOMMY BAHAMA GROUP, INC.	TBW30125 RIBBON FLORAL.	VAu000961546
TOMMY BAHAMA GROUP, INC.	TBW30128.	VA0001654442
TOMMY BAHAMA GROUP, INC.	TBW30136 SUMMER SOLSTICE.	VAu000980132
TOMMY BAHAMA GROUP, INC.	TBW30137 SUN DAZE.	VAu000961537
TOMMY BAHAMA GROUP, INC.	TBW30148 ZEBRA PRINT.	VAu000980133
TOMMY BAHAMA GROUP, INC.	TBW30150.	VAu000971879
TOMMY BAHAMA GROUP, INC.	TBW30152.	VAu000971931
TOMMY BAHAMA GROUP, INC.	TBW30155.	VAu000971872
TOMMY BAHAMA GROUP, INC.	TBW30156.	VAu000971874
TOMMY BAHAMA GROUP, INC.	TBW30160.	VAu000971877
TOMMY BAHAMA GROUP, INC.	TBW30164.	VAu000971962

CLAIMANT	TITLE	COPYRIGHT NUMBER
TOMMY BAHAMA GROUP, INC.	TBW30171.	VAu000971875
TOMMY BAHAMA GROUP, INC.	TBW30185.	VA0001647552
TOMMY BAHAMA GROUP, INC.	TBW30189.	VA0001647580
TOMMY BAHAMA GROUP, INC.	TBW30195.	VA0001647582
TOMMY BAHAMA GROUP, INC.	TBW30214.	VA0001653658
TOMMY BAHAMA GROUP, INC.	TBW30215.	VA0001653521
TOMMY BAHAMA GROUP, INC.	TBW30216.	VA0001653661
TOMMY BAHAMA GROUP, INC.	TBW30219.	VA0001653568
TOMMY BAHAMA GROUP, INC.	TBW30223.	VA0001653659
TOMMY BAHAMA GROUP, INC.	TBWYD3051.	VA0001653492
Tommy Bahama Group, Inc.	Temptation floral : no. TB (53)30903.	VAu000667417
Tommy Bahama Group, Inc.	Temptation floral : no. TB30903.	VAu000747028
Tommy Bahama Group, Inc.	Terrace tile.	VA0001427889
Tommy Bahama Group, Inc.	Thai bo : no. (71) TB31457.	VA0001399060
Tommy Bahama Group, Inc.	Thai that vines : no. (71) TB31419.	VA0001399080
Tommy Bahama Group, Inc.	Thousand temple border : no. (61)TB31210(knits)/TB2811 (knits)/TB31086(border)	VA0001383832
Tommy Bahama Group, Inc.	Ticket to relax : no. (53) TB31045.	VAu000672931
Tommy Bahama Group, Inc.	Tie dye mai tai : no. (61) TB9327.	VAu000700432
Tommy Bahama Group, Inc.	Tigris floral : no. (54) TB2740, (54) TB30983.	VAu000672339
Tommy Bahama Group, Inc.	Tikka taxi : (63) TB31242.	VA0001356869
Tommy Bahama Group, Inc.	Tiles of Tangier : no. (61)TB31215.	VA0001383821
Tommy Bahama Group, Inc.	Toast to libation.	VAu000713102
Tommy Bahama Group, Inc.	Tommy Bahama-Bull Shot Lounge	VAu000963371

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	TOMMY BAHAMA-FLAGS OF LEISURE.	VAu000963422
Tommy Bahama Group, Inc.	Tommy Bahama-Just Another Day in Paradise.	VAu000963414
Tommy Bahama Group, Inc.	TOMMY BAHAMA RELAX.	VAu000956338
Tommy Bahama Group, Inc.	Tommy on the Boat.	VA0001385338
Tommy Bahama Group, Inc.	Tonal tide seeker : no. (61) TB9306.	VAu000700423
Tommy Bahama Group, Inc.	Tonal Tommy : no. (53) TB30882/9252.	VAu000672961
Tommy Bahama Group, Inc.	Toucan Santa : (64) TB31340.	VA0001409449
Tommy Bahama Group, Inc.	Tour de lei : (54) TB2745.	VAu000676359
TOMMY BAHAMA GROUP, INC.	TR2240/TR2275.	VAu000971110
TOMMY BAHAMA GROUP, INC.	TR2261.	VAu000977559
TOMMY BAHAMA GROUP, INC.	TR7042G.	VAu000977587
TOMMY BAHAMA GROUP, INC.	TR7044.	VAu000971111
TOMMY BAHAMA GROUP, INC.	TR7047.	VAu000977573
TOMMY BAHAMA GROUP, INC.	TR7050.	VAu000977575
TOMMY BAHAMA GROUP, INC.	TR7051.	VAu000977578
TOMMY BAHAMA GROUP, INC.	TR7053.	VAu000977560
TOMMY BAHAMA GROUP, INC.	TR7054.	VAu000977588
Tommy Bahama Group, Inc.	Treasure reef : (64) TB31346.	VA0001399044
Tommy Bahama Group, Inc.	Tribal chevron : no. (63)TB2853.	VAu000695532
Tommy Bahama Group, Inc.	Tropic view : no. (71) TB31435.	VA0001399063
Tommy Bahama Group, Inc.	Tropical combustion : no. (53) TB9266.	VAu000672932
Tommy Bahama Group, Inc.	Tropical garland : no. (54) TB31055, (54) TB3169.	VAu000672342
Tommy Bahama Group, Inc.	Tropical market : no. (61)TB31147.	VA0001383833
Tommy Bahama Group, Inc.	Tropical maze : no. (73) TB31484.	VA0001416745
Tommy Bahama Group, Inc.	Tropical tattoo : no. (61)TB2778.	VA0001383818

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Tropical toile : no. (53) TB30891.	VAu000667411
Tommy Bahama Group, Inc.	Tropical treasure : no. (54) TB30990.	VAu000672354
Tommy Bahama Group, Inc.	Tropical tsunami : no. (53) TB30946.	VAu000672950
Tommy Bahama Group, Inc.	Tropicali : (71) TB9412.	VA0001396860
Tommy Bahama Group, Inc.	Tropicana : La Rosa : And azur ... [et al.]	VAu000678183
Tommy Bahama Group, Inc.	Tropicana : Limon : And agua.	VAu000678184
Tommy Bahama Group, Inc.	Tutti fruity : no. (61)TB31142 (woven)/TB2787(knits)	VA0001383830
Tommy Bahama Group, Inc.	Twice as nice : no. (53) TB30950.	VAu000672954
Tommy Bahama Group, Inc.	Twin fantasy : no. (53) TB30917.	VAu000672962
TOMMY BAHAMA GROUP, INC.	TWYD3058.	VA0001653342
Tommy Bahama Group, Inc.	Uke-lady luau : (54) TB31040.	VAu000676345
Tommy Bahama Group, Inc.	Ukulei-lei boxer : (54) TB9549.	VAu000676343
Tommy Bahama Group, Inc.	U'ma favorite camp : no. (73) TB31514.	VA0001416747
Tommy Bahama Group, Inc.	Underwater fantasy : no. (53) TB30934.	VAu000672955
Tommy Bahama Group, Inc.	Undivided attention : no. (61) TB31089.	VAu000700442
Tommy Bahama Group, Inc.	Uno, dos palms : (64) TB31353.	VA0001404771
Tommy Bahama Group, Inc.	Upstream vintage : (54) TB3182.	VAu000676349
Tommy Bahama Group, Inc.	Vacation fascination : no. (73) TB9439.	VA0001416773
Tommy Bahama Group, Inc.	Vacation station : no. (53) TB31042.	VAu000672930
Tommy Bahama Group, Inc.	Valley floral : no. (73) TB31507.	VA0001416766
Tommy Bahama Group, Inc.	Valley Isle : (64) TB31368.	VA0001404747
Tommy Bahama Group, Inc.	Veranda vista : (64) TB31369.	VA0001399043
Tommy Bahama Group, Inc.	Veranda Vixen.	VAu000725441
Tommy Bahama Group, Inc.	View bayou : no. (61) TB31197.	VAu000700419
Tommy Bahama Group, Inc.	Vintage view : no. (73) TB31499.	VA0001416777
Tommy Bahama Group, Inc.	Viva Las Flores ; Azul.	VAu000665722

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Viva Las Flores ; Rojo.	VAu000665721
Tommy Bahama Group, Inc.	Volksdragon : no. (73) TB9429.	VA0001416749
Tommy Bahama Group, Inc.	Wake 'n' bake : no. (73) TB9437.	VA0001416757
Tommy Bahama Group, Inc.	Walk the plank : no. (64) TB31342.	VA0001402542
Tommy Bahama Group, Inc.	Waves of hibiscus light : no. (53) TW 30919.	VAu000667398
Tommy Bahama Group, Inc.	Waves of hibiscus momingsky spadacini : no. (53) TB 30919.	VAu000667399
Tommy Bahama Group, Inc.	Waves of hibiscus : no. (53)TB2712.	VAu000667396
Tommy Bahama Group, Inc.	Waving palms.	VA0001427901
Tommy Bahama Group, Inc.	Weave no alone : no. (61) TB31093.	VAu000700426
Tommy Bahama Group, Inc.	Welcome to Bermuda shirt.	VA0001427894
Tommy Bahama Group, Inc.	West wind : no. (53) TB2713.	VAu000672940
Tommy Bahama Group, Inc.	White Sands Bocce League.	VAu000956323
Tommy Bahama Group, Inc.	Wild side floral : no. (54) TB31027, (54) TB14058.	VAu000672351
Tommy Bahama Group, Inc.	Windward : no. (53) TB30879.	VAu000672944
Tommy Bahama Group, Inc.	Windward walk : no. (53)TB 2699.	VAu000667394
Tommy Bahama Group, Inc.	Windward walk : no. (53)TB 30913.	VAu000667393
Tommy Bahama Group, Inc.	Windward walk : no. (53)TB30913.	VAu000667395
Tommy Bahama Group, Inc.	Without reservation.	VAu000713101
Tommy Bahama Group, Inc.	Woman in the wind.	VAu000668304
Tommy Bahama Group, Inc.	Woman smiling wearing watch.	VAu000668303
Tommy Bahama Group, Inc.	Woman's shoe in iron tray.	VAu000647374
Tommy Bahama Group, Inc.	Women standing with hands on hips.	VAu000647371
Tommy Bahama Group, Inc.	Women's shoes on rock.	VAu000647369
Tommy Bahama Group, Inc.	Women's watch on rock.	VAu000647370
Tommy Bahama Group, Inc.	Wu garden : no. (61) TB31111.	VAu000700427
Tommy Bahama Group, Inc.	Yacht on a sunset sail.	VAu000668307
Tommy Bahama Group, Inc.	Yes! Siam : (71) TB31421.	VA0001404796
Tommy Bahama Group, Inc.	Zanzi medallion : no. TBW30063.	VAu000747017
Tommy Bahama Group, Inc.	Zanzi paisley : no. TBW30058.	VAu000747026

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Zanzibar.	VAu000703260
Tommy Bahama Group, Inc.	ZEN TINI.	VAu000965370
Tommy Bahama Group, Inc.	AFICINOADO DE RELAXO	pending
Tommy Bahama Group, Inc.	A-Gust-of-Floral	pending
Tommy Bahama Group, Inc.	Bahama Forest	pending
Tommy Bahama Group, Inc.	Ben Around the World	pending
Tommy Bahama Group, Inc.	Birds of Paradise	pending
Tommy Bahama Group, Inc.	California Cove	pending
Tommy Bahama Group, Inc.	Chillin' By Number	pending
Tommy Bahama Group, Inc.	Chillin' With the Stars	pending
Tommy Bahama Group, Inc.	Club Casbah	pending
Tommy Bahama Group, Inc.	Costa Palma	pending
Tommy Bahama Group, Inc.	Del Fuego	pending
Tommy Bahama Group, Inc.	DEPT. OF FISH & GAMES	pending
Tommy Bahama Group, Inc.	DIVERSIFIED MUTUAL FUN	pending
Tommy Bahama Group, Inc.	Durbur Hall Paisley	pending
Tommy Bahama Group, Inc.	Estrella Nights	pending
Tommy Bahama Group, Inc.	Flip-A-Koi	pending
Tommy Bahama Group, Inc.	Flip-A-Koi	pending
Tommy Bahama Group, Inc.	Fronde, James Frond	pending
Tommy Bahama Group, Inc.	Get in the Game Spectator	pending
Tommy Bahama Group, Inc.	GRAPE EXPECTATIONS	pending
Tommy Bahama Group, Inc.	GREEN PARTY HULA	pending
Tommy Bahama Group, Inc.	HAWAII 50TH ANNIVERSARY	pending
Tommy Bahama Group, Inc.	Hot House Hibiscus	pending
Tommy Bahama Group, Inc.	Hula Looking At	pending
Tommy Bahama Group, Inc.	ISLAND CHOPPERS	pending
Tommy Bahama Group, Inc.	Jean Luc	pending
Tommy Bahama Group, Inc.	Larger Than Leaf	pending
Tommy Bahama Group, Inc.	Leaf of Fortune	pending
Tommy Bahama Group, Inc.	Leaf of Mine	pending
Tommy Bahama Group, Inc.	Leafing Las Vegas	pending
Tommy Bahama Group, Inc.	Lotus Rain	pending
Tommy Bahama Group, Inc.	Malolo	pending
Tommy Bahama Group, Inc.	Marlin Miranda	pending
Tommy Bahama Group, Inc.	Maui Mambo	pending
Tommy Bahama Group, Inc.	Miami Dice	pending
Tommy Bahama Group, Inc.	NEW YORK SLAMMER	pending
Tommy Bahama Group, Inc.	Paisley Parkway	pending
Tommy Bahama Group, Inc.	Palm D'ore	pending

CLAIMANT	TITLE	COPYRIGHT NUMBER
Tommy Bahama Group, Inc.	Paradise du Jour	pending
Tommy Bahama Group, Inc.	PARADISE HOPPER	pending
Tommy Bahama Group, Inc.	Paradise Plummage	pending
Tommy Bahama Group, Inc.	Party Gras	pending
Tommy Bahama Group, Inc.	Pineapple Pin-up	pending
Tommy Bahama Group, Inc.	Place of Winds	pending
Tommy Bahama Group, Inc.	Regal Roulette	pending
Tommy Bahama Group, Inc.	Revenge of the Birds	pending
Tommy Bahama Group, Inc.	Road Trippin'	pending
Tommy Bahama Group, Inc.	SAFARI PREMIUM CIGARS	pending
Tommy Bahama Group, Inc.	Shock Waves	pending
Tommy Bahama Group, Inc.	SIGNS OF RELAXATION	pending
Tommy Bahama Group, Inc.	Sir Toss-a-lot	pending
Tommy Bahama Group, Inc.	STADIUM BLEND CIGARS	pending
Tommy Bahama Group, Inc.	Sugar Cane	pending
Tommy Bahama Group, Inc.	Tiki Palms	pending
Tommy Bahama Group, Inc.	TIKI TINI LOUNGE	pending
Tommy Bahama Group, Inc.	Tropical Traveler	pending
Tommy Bahama Group, Inc.	Tropics of Tini	pending
Tommy Bahama Group, Inc.	Waimea Bay	pending
Tommy Bahama Group, Inc.	Welcome to the Jungle	pending
Tommy Bahama Group, Inc.	YOU CAN TOUCAN LOUNGE	pending
Tommy Bahama Group, Inc.	Zululander	pending

#### SCHEDULE 4

##### INTELLECTUAL PROPERTY LICENSES

- License Agreement between Geoffrey Beene, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated January 31, 2000 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between Levi Strauss & Co. (Licensor) and Oxford Industries, Inc. (Licensee), dated November 30, 2006 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between L-K Enterprises, LLC (Licensor) and Oxford Industries, Inc. (Licensee), dated December 12, 2001 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between JRA Trademarks Co., Ltd. (Licensor) and Oxford Industries, Inc. (Licensee), dated as of January 1, 2007 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between Levi Strauss & Co. (Licensor) and Oxford Industries, Inc. (Licensee), dated November 30, 2006 (as amended, modified or supplemented on or prior to June 30, 2009); please note that new license agreement being negotiated as of January 31, 2009
- License Agreement by and between Patch Licensing, LLC (Licensor) and Oxford Industries, Inc. (Licensee), dated as of August 10, 2006 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between Kenneth Cole Productions, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), dated February 19, 2007 (as amended, modified or supplemented on or prior to June 30, 2009)
- Sublicense Agreement by and among, Kenneth Cole Productions, Inc. (Licensor), Oxford Industries, Inc. (Sublicensor), and Gruner & Company, Inc. (Sublicensee), dated March 25, 2009 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between Jack Daniel's Properties, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), entered September 29, 2008 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between Oxford Industries, Inc. (Licensee) and Dal Dielo LLC (Licensor), entered April 1, 2008 (as amended, modified or supplemented on or prior to June 30, 2009); notice of exercise of termination right delivered by Oxford



Industries, Inc. on or about June 22, 2009, which, subject to the terms and conditions of the license agreement, would become effective thirty (30) days following notice

- License Agreement by and between Ben Sherman Group, Ltd. (Licensor) and S.F.I. Apparel Corp. (Licensee), entered December 21, 2004
- License Agreement by and between Ben Sherman Group, Ltd. (Licensor) and Oxford Industries, Inc. (Licensee), entered May 1, 2005 (as amended, modified or supplemented on or prior to June 30, 2009)
- License Agreement by and between IMG Worldwide, Inc. (Licensor) and Oxford Industries, Inc. (Licensee), entered February 4, 2009 (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of December 31, 2008, between Oxford Industries, Inc. and Gruner & Co., Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of January 31, 2008, between Oxford Industries, Inc. and Randa Corp. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of January 1, 2006, between Tommy Bahama Group, Inc. and Advance Watch Company, Ltd. (as amended, modified or supplemented on or prior to June 30, 2009); please note that receipt of fully executed new license agreement between parties pending as of June 30, 2009
- Trademark License Agreement, dated as of February 2004, between Tommy Bahama Group, Inc. and Altair Eyewear (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of March 10, 2004, between Tommy Bahama Group, Inc. and Emerson Air Comfort Products, a division of Emerson Electric Co. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of June 22, 2004, between Tommy Bahama Group, Inc. and Gemini Cosmetics, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of January 1, 2004, between Tommy Bahama Group, Inc. and Lexington Furniture Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of February 12, 2007, between Tommy Bahama Group, Inc. and Revman International, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)

- Trademark License Agreement, dated as of March 10, 2008, between Tommy Bahama Group, Inc. and Down-Lite International, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of May 1, 2008, between Tommy Bahama Group, Inc. and Essential Amenities, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of October 20, 2008, between Tommy Bahama Group, Inc. and P/K Lifestyles, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of January 9, 2009, between Tommy Bahama Group, Inc. and Bardwil Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of July 1, 2004, between Tommy Bahama Group, Inc. and Shaw Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of December 5, 2005, between Tommy Bahama Group, Inc. and Sidney Frank Importing Company, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of June 1, 2006, between Tommy Bahama Group, Inc. and Ambiance Collections, LLC (as amended, modified or supplemented on or prior to June 30, 2009); please note that termination delivered by Tommy Bahama would have become effective in February 16, 2009 except that Ambiance Collections, LLC filed for bankruptcy shortly prior to the date on which such termination would become effective (bankruptcy case still pending)
- Trademark License Agreement, dated as of October 3, 2006, between Tommy Bahama Group, Inc. and Badanco Enterprises, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of May 2006, between Tommy Bahama Group, Inc. and Hi-Tex, Inc., d/b/a Crypton Super Fabrics (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of June 29, 2006, between Tommy Bahama Group, Inc. and Sunbury Textile Mills, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)

- Trademark License Agreement, dated as of March 5, 2007, between Tommy Bahama Group, Inc. and York Wallcoverings, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of January 12, 2009, between Tommy Bahama Group, Inc. and Meadowcraft, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of April 28, 2009, between Tommy Bahama Group, Inc. and All-Aluminum Products Inc., d/b/a Rio Brands Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of May 11, 2009, between Tommy Bahama Group, Inc. and Totes Isotoner Corporation (as amended, modified or supplemented on or prior to June 30, 2009)
- Implied licenses exist between Tommy Bahama Group, Inc. and its subsidiaries Tommy Bahama R&R Holdings, Inc., Tommy Bahama Beverages, LLC and Tommy Bahama Texas Beverages, LLC and Tommy Bahama Group, Inc. and Viewpoint Marketing, Inc. with respect to use of the Tommy Bahama and related trademarks in connection with the operation of retail stores and restaurants, an e-Commerce business and/or a gift card business

**SCHEDULE 5**

**PATENTS**

US Patent Application No. 11/590,690 Stain Resistant Interlining for Clothing; filed October 31, 2006 by Oxford Industries, Inc.

US Provisional Application No. 60/947,507 Shirt with Woven Pleats; filed July 2, 2007 by Oxford Industries, Inc.; Conversion application filed July 2, 2008.

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**SCHEDULE 6**

**U.S. TRADEMARKS AND U.S. TRADEMARK LICENSES AND APPLICATIONS FOR REGISTRATION**

**U.S. Trademarks and Applications for Registration**

<b>TRADEMARK</b>	<b>OWNER</b>	<b>SERIAL NO.</b>	<b>REG. NO.</b>	<b>REG. DATE</b>
ARNOLD BRANT	SFI of Oxford Acquisition Corporation	74577159	2074835	7/1/97
SILVERSTONE	SFI of Oxford Acquisition Corporation	77057223	3474558	7/29/08
ARNOLD BRANT	SFI of Oxford Acquisition Corporation	78385288	3115974	7/18/06
MARANZONE	SFI of Oxford Acquisition Corporation	78721972	3285664	8/28/07
MARANZONE UOMO	SFI of Oxford Acquisition Corporation	78721978	3267761	7/24/07
SFI	SFI of Oxford Acquisition Corporation	75177722	2151434	4/14/98
OXFORD	Piedmont Apparel Corporation	78354017	3003702	10/4/05
OXFORD SHIRTINGS	Piedmont Apparel Corporation	73729102	1663863	11/5/91
LANIER CLOTHES	Piedmont Apparel Corporation	73012493	1001567	1/14/75
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78785539	Pending	
TOMMY BAHAMA GOLDEN SUN	Tommy Bahama Group, Inc.	78838489	3552004	12/23/08
GOLDEN SUN	Tommy Bahama Group, Inc.	78838493	3541961	12/2/08
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78623189	3502989	9/16/08
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78976654	3074797	3/28/06
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78975254	2872869	8/10/04
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78968024	3227991	4/10/07
TOMMY BAHAMA EST. 1993	Tommy Bahama Group, Inc.	78868344	3274843	8/7/07

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TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
RELAX				
TOMMY BAHAMA RELAX QUALITY SINCE 1993	Tommy Bahama Group, Inc.	78868314	3264623	7/17/07
TOMMY BAHAMA RELAX	Tommy Bahama Group, Inc.	78860957	3327650	10/30/07
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78856819	3198912	1/16/07
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78725865	3120783	7/25/06
INDIGO PALMS	Tommy Bahama Group, Inc.	78718945	3138846	9/5/06
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78623179	3294923	9/18/07
OCEANAIRE	Tommy Bahama Group, Inc.	78601760	3150637	10/3/06
WHITE SAND	Tommy Bahama Group, Inc.	78838523	3336958	11/13/07
TOMMY BAHAMA WHITE SAND	Tommy Bahama Group, Inc.	78838511	3332260	11/6/07
TOMMY BAHAMA RELAX	Tommy Bahama Group, Inc.	78685933	3349637	12/4/07
HIBISCUS	Tommy Bahama Group, Inc.	78470543	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78021272	2641036	10/22/02
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78119245	2704749	4/8/03
TOMMY BAHAMA ISLAND SOFT	Tommy Bahama Group, Inc.	78042795	2644541	10/29/02
INDIGO PALMS	Tommy Bahama Group, Inc.	78028577	2816969	2/24/04
INDIGO PALMS DENIM COMPANY	Tommy Bahama Group, Inc.	78028576	2816968	2/24/04
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78122811	2678331	1/21/03
PURVEYOR OF ISLAND LIFESTYLES	Tommy Bahama Group, Inc.	78122782	2678330	1/21/03
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78028967	2670281	12/31/02
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78198459	2771892	10/7/03
DENIM FOR ISLAND LIVING	Tommy Bahama Group, Inc.	78028575	2647238	11/5/02
ISLAND SOFT	Tommy Bahama Group, Inc.	78064180	2772576	10/7/03
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78107197	2745191	7/29/03
RELAX	Tommy Bahama Group, Inc.	78355031	3495948	9/2/08

TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78398489	3075649	4/4/06
	Tommy Bahama Group, Inc.	78151026	2721567	6/3/03

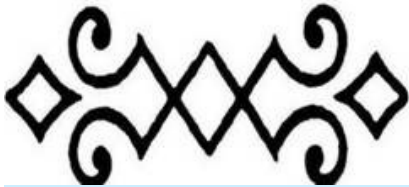


TOMMY BAHAMA	Tommy Bahama Group, Inc.	78081904	2547466	3/12/02
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78025536	2551210	3/19/02
PURVEYOR OF ISLAND LIFESTYLES	Tommy Bahama Group, Inc.	78259190	2840371	5/11/04
TB INDIGO PALMS	Tommy Bahama Group, Inc.	78054599	2854879	6/15/04
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78021333	2925676	2/8/05
LIFE IS ONE LONG WEEKEND	Tommy Bahama Group, Inc.	78029893	2820384	3/2/04
TROPICOTTON	Tommy Bahama Group, Inc.	78319114	2974038	7/19/05
BAHAMA	Tommy Bahama Group, Inc.	78319077	2988156	8/23/05
TOMMY BAHAMA SHADE MAKER	Tommy Bahama Group, Inc.	78276251	2862861	7/13/04
INDIGO PALMS	Tommy Bahama Group, Inc.	78266628	3021725	11/29/05
	Tommy Bahama Group, Inc.	78199041	2846777	5/25/04



TOMMY BAHAMA	Tommy Bahama Group, Inc.	78193846	2782036	11/11/03
ISLAND EASE	Tommy Bahama Group, Inc.	78178125	2861432	7/6/04

TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
TB	Tommy Bahama Group, Inc.	78171813	2825018	3/23/04
ELEPHANT TRUNKS BY TOMMY BAHAMA	Tommy Bahama Group, Inc.	78148931	2729260	6/24/03
FINE ISLAND LINENS	Tommy Bahama Group, Inc.	78128930	2788714	12/2/03
TOMMY BAHAMA AMBER ISLE COLLECTION	Tommy Bahama Group, Inc.	78116249	2787590	11/25/03
BUNGALOW BRAND	Tommy Bahama Group, Inc.	78116104	2837238	4/27/04
ORIGINAL ISLAND SPORT	Tommy Bahama Group, Inc.	78116103	2799214	12/23/03
PARADISE NATION	Tommy Bahama Group, Inc.	78107207	2856732	6/22/04
CAMPOLO	Tommy Bahama Group, Inc.	78482456	3281062	8/14/07
TOMMY BAHAMA CHALLENGE	Tommy Bahama Group, Inc.	78402698	3127675	8/8/06
TOMMY BAHAMA CHALLENGE	Tommy Bahama Group, Inc.	78402659	2986535	8/16/05
ISLAND SOFT	Tommy Bahama Group, Inc.	78380055	3228437	4/10/07
RELAX	Tommy Bahama Group, Inc.	78354819	3369156	1/15/08
BLACK TIE AT THE BEACH	Tommy Bahama Group, Inc.	78352007	2995992	9/13/05
	Tommy Bahama Group, Inc.	78337205	2980252	7/26/05



TRAVELER'S RETREAT	Tommy Bahama Group, Inc.	78335772	2908736	12/7/04
GARDEN OF HOPE AND COURAGE	Tommy Bahama Group, Inc.	78335270	2908732	12/7/04
TORTOLA	Tommy Bahama Group, Inc.	78327590	2899981	11/2/04
RESORT SHORT	Tommy Bahama Group, Inc.	78323875	2895905	10/19/04
FISHTAIL	Tommy Bahama Group, Inc.	78323860	2893632	10/12/04
ISLAND LEAGUER	Tommy Bahama Group, Inc.	78323630	2895903	10/19/04
AMBER ISLE	Tommy Bahama Group, Inc.	78199042	2863722	7/13/04
TOMMY BAHAMA	Tommy Bahama Group, Inc.	78021687	2492771	9/25/01

TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
TB ADVISED	Tommy Bahama Group, Inc.	77715371	Pending	
PRO LEISURE CONSULTANT	Tommy Bahama Group, Inc.	77697770	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77333789	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77333785	Pending	
TOMMY BAHAMA DENIM	Tommy Bahama Group, Inc.	77417376	3628279	5/26/09
TOMMY BAHAMA'S ISLAND GRILLE COASTAL CUISINE	Tommy Bahama Group, Inc.	77405973	3628219	5/26/09
NEW FLIP SIDE	Tommy Bahama Group, Inc.	77713511	Pending	
TOMMY BAHAMA THE ISLAND COASTAL CUISINE	Tommy Bahama Group, Inc.	77394404	Pending	
PARADISE AUTHENTIQUE	Tommy Bahama Group, Inc.	77288622	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77059169	Pending	
ISLAND ESTATE	Tommy Bahama Group, Inc.	77445076	Pending	
ISLAND RETREAT	Tommy Bahama Group, Inc.	77394919	Pending	
ISLAND ESTATE	Tommy Bahama Group, Inc.	77445065	3596332	3/24/09
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77333797	Pending	
RELAX	Tommy Bahama Group, Inc.	77089039	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77333793	Pending	
TOMMY BAHAMA'S ISLAND GRILLE	Tommy Bahama Group, Inc.	77287045	3565550	1/20/09
COTTON LAWN CHAIR	Tommy Bahama Group, Inc.	77290133	3551283	12/23/08
GET IT DONE (LATER)	Tommy Bahama Group, Inc.	77178116	3550931	12/23/08
CARNEROS	Tommy Bahama Group, Inc.	77465808	3546761	12/16/08
HEATHERED PARADISE PEACH	Tommy Bahama Group, Inc.	77465762	3546758	12/16/08
ZIPPED MARLIN AND ROSSI	Tommy Bahama Group, Inc.	77465748	3546757	12/16/08
ISLAND TIDE	Tommy Bahama Group, Inc.	77465680	3546753	12/16/08
BERMUDA SQUARE	Tommy Bahama Group, Inc.	77465729	3543575	12/9/08
BAR AND GRILL SPECTATOR	Tommy Bahama Group, Inc.	77465638	3543573	12/9/08
ROCKER CANNON	Tommy Bahama Group, Inc.	77459255	3543432	12/9/08

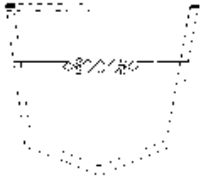
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TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
GAME SHOT	Tommy Bahama Group, Inc.	77465790	3540268	12/2/08
PURVEYOR OF ISLAND LIFESTYLES	Tommy Bahama Group, Inc.	77141681	Pending	
KINGSTOWN	Tommy Bahama Group, Inc.	77313548	3509787	9/30/08
MIDNIGHT DIAMOND	Tommy Bahama Group, Inc.	77554576	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77128084	3468860	7/15/08
TOMMY BAHAMA	Tommy Bahama Group, Inc.	77295945	3463895	7/8/08
ON THE ROCKS	Tommy Bahama Group, Inc.	77465776	Pending	
LOCALLY FAMOUS	Tommy Bahama Group, Inc.	77215744	3381521	2/12/08
SET SAIL	Tommy Bahama Group, Inc.	77202699	3378279	2/5/08
PURVEYOR OF ISLAND LIFESTYLES	Tommy Bahama Group, Inc.	77158275	3343667	11/27/07
TB 18 GOLF	Tommy Bahama Group, Inc.	77123365	3338972	11/20/07
LEISURE TECH	Tommy Bahama Group, Inc.	77123241	3338963	11/20/07
TASTE PARADISE	Tommy Bahama Group, Inc.	77096403	Pending	
TOMMY BAHAMA	Tommy Bahama Group, Inc.	75978560	2284151	10/5/99
TOMMY BAHAMA	Tommy Bahama Group, Inc.	75978343	2273118	8/24/99
TOMMY BAHAMA	Tommy Bahama Group, Inc.	75979672	2381910	8/29/00
TOMMY BAHAMA	Tommy Bahama Group, Inc.	75976078	2462870	6/19/01
BUNGALOW	Tommy Bahama Group, Inc.	75636815	2455996	5/29/01
PARADISE NATION	Tommy Bahama Group, Inc.	75597103	2392182	10/3/00
TOMMY BAHAMA BUNGALOW BREW	Tommy Bahama Group, Inc.	75210782	2112400	11/11/97
BUNGALOW BREW	Tommy Bahama Group, Inc.	75033536	2122176	12/16/97
BUNGALOW BLONDE	Tommy Bahama Group, Inc.	75033535	2109682	10/28/97
LIFE IS ONE LONG WEEKEND	Tommy Bahama Group, Inc.	75147910	2079256	7/15/97
TOMMY BAHAMA'S TROPICAL CAFE'	Tommy Bahama Group, Inc.	75267332	2112530	11/11/97
LIFE IS ONE LONG WEEKEND	Tommy Bahama Group, Inc.	75147905	2100425	9/23/97

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TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
TOMMY BAHAMA BUNGALOW BLONDE	Tommy Bahama Group, Inc.	75081308	2100290	9/23/97
TOMMY BAHAMA	Tommy Bahama Group, Inc.	74303789	1802812	11/2/93
WOODMONT	Tommy Bahama Group, Inc.	77465500	3546750	12/16/08
BIRDIE ZIP BY TOMMY BAHAMA	Tommy Bahama Group, Inc.	78237657	2947689	5/10/05
	Tommy Bahama Group, Inc.	78337256	2945394	4/26/05




Tommy Bahama Group, Inc. 77762047 Pending

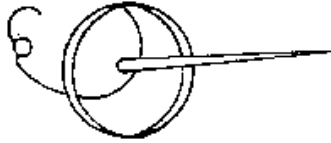
(A)

OCEAN CLUB	Tommy Bahama Group, Inc.	77761507	Pending	
BRONX BOMBER	Tommy Bahama Group, Inc.	77761798	Pending	
SHIRT GUARD	Oxford Industries, Inc.	78961454	Pending	
ECO-COT	Oxford Industries, Inc.	78930686	3559132	1/6/09
ETI	Oxford Industries, Inc.	78936956	Pending	
COLLEGIATE FIT	Oxford Industries, Inc.	78794558	3403259	3/25/08
OXFORD GOLF COLLECTION	Oxford Industries, Inc.	78766553	3399710	3/18/08
SOLITUDE S	Oxford Industries, Inc.	78743726	Pending	
SOLITUDE	Oxford Industries, Inc.	78961464	Pending	

TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
TECHNO DRY	Oxford Industries, Inc.	78959315	3256429	6/26/07
SOLITUDE	Oxford Industries, Inc.	78952176	Pending	
SOLITUDE	Oxford Industries, Inc.	78931273	Pending	
BUZY BEE	Oxford Industries, Inc.	78794941	Pending	
RING FREE	Oxford Industries, Inc.	78723934	3236105	5/1/07
KONA WIND	Oxford Industries, Inc.	78695361	3283679	8/21/07
BUILT TO PERFORM	Oxford Industries, Inc.	78633101	3360498	12/25/07
VERI-COOL BE ACTIVE. STAY COOL	Oxford Industries, Inc.	78535285	3028941	12/13/05
BILLY LONDON	Oxford Industries, Inc.	78517495	3134172	8/22/06
PERFECT PRESS	Oxford Industries, Inc.	78476488	3047065	1/17/06
LINELOCK	Oxford Industries, Inc.	78337590	2968666	7/12/05
GO COLD WATER	Oxford Industries, Inc.	77512518	Pending	
APPAREL FOR OUR EARTH	Oxford Industries, Inc.	77456916	Pending	
ENERGY SAVING APPAREL	Oxford Industries, Inc.	77456907	Pending	
LUX CARE	Oxford Industries, Inc.	77077766	Pending	
OXFORD AMERICA	Oxford Industries, Inc.	77715342	Pending	
EARTH TECH	Oxford Industries, Inc.	77702011	Pending	
METRO LONDON	Oxford Industries, Inc.	77365404	Pending	
SHIRT FREE	Oxford Industries, Inc.	77225563	Pending	
GROOMED AND FINISHED TO PERFECTION	Oxford Industries, Inc.	77585890	Pending	
BILLY LONDON	Oxford Industries, Inc.	77573236	Pending	
GREEN CARE	Oxford Industries, Inc.	77288659	Pending	
ENERGY SAVING	Oxford Industries, Inc.	77211576	Pending	
PANT GUARD	Oxford Industries, Inc.	77209279	Pending	
CALIFORNIA DIAMOND COTTON	Oxford Industries, Inc.	77585889	Pending	
LIQUID COTTON	Oxford Industries, Inc.	77618639	Pending	

TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
DUST FREE	Oxford Industries, Inc.	77554518	Pending	
OXFORD OF LONDON	Oxford Industries, Inc.	77554510	Pending	
TRUST THE TRADITION	Oxford Industries, Inc.	77128003	3406287	4/1/08
ELY CASUALS	Oxford Industries, Inc.	76280826	2703121	4/1/03
	Oxford Industries, Inc.	76551594	3012530	11/8/05
POWER SWING	Oxford Industries, Inc.	76540278	2983674	8/9/05
LIQUID SILK	Oxford Industries, Inc.	76530259	3283345	8/21/07
EASY MOTION	Oxford Industries, Inc.	76530258	2983655	8/9/05
ACTION ARM	Oxford Industries, Inc.	76530257	2933803	3/15/05
WIND GEAR	Oxford Industries, Inc.	76530255	2992885	9/6/05
OXFORD GOLF	Oxford Industries, Inc.	76519622	3014444	11/15/05
SUPERFINE 130	Oxford Industries, Inc.	76509852	3077093	4/4/06
THE LIFETIME COLLAR	Oxford Industries, Inc.	76454877	2805640	1/13/04
SMARTSUIT	Oxford Industries, Inc.	76397281	3068579	3/14/06
LINKS TECH	Oxford Industries, Inc.	76035853	2528587	1/8/02
SOLITUDE	Oxford Industries, Inc.	75496966	2386201	9/12/00
IMPROMPTU	Oxford Industries, Inc.	75251851	2118145	12/2/97
CUMBERLAND OUTFITTERS	Oxford Industries, Inc.	74689426	2031132	1/14/97
BERTONI	Oxford Industries, Inc.	74592754	1952047	1/23/96
HOLBROOK	Oxford Industries, Inc.	74551492	2089513	8/19/97
LANA MODA	Oxford Industries, Inc.	74299191	1810289	12/7/93
9 2 8 TO	Oxford Industries, Inc.	74268033	17161460	3/30/93
COUNTRY CHARMERS	Oxford Industries, Inc.	74144591	1685405	5/5/92

TRADEMARK	OWNER	SERIAL NO.	REG. NO.	REG. DATE
ELY PLAINS	Oxford Industries, Inc.	74143774	1674367	2/4/92
ELY DIAMOND	Oxford Industries, Inc.	74143649	1690259	6/2/92
CATTLEMAN	Oxford Industries, Inc.	74143636	1731204	11/10/92
CATTLEMAN	Oxford Industries, Inc.	74007488	1605723	7/10/90
OXFORD SHIRTMAKERS	Oxford Industries, Inc.	73701682	1555819	9/12/89
928	Oxford Industries, Inc.	73339437	1222689	1/4/83
LANIER	Oxford Industries, Inc.	73524879	1386068	3/11/86
QUAILBROOK	Oxford Industries, Inc.	73739076	1524669	2/14/89
CROP & SADDLE	Oxford Industries, Inc.	73739075	1528387	3/7/89
	Oxford Industries, Inc.	73736283	1550250	8/1/89



CHRISTOPHER HUNT	Oxford Industries, Inc.	73676999	1522687	1/31/89
PHILLIP ST. JOHN	Oxford Industries, Inc.	73432701	1346299	7/2/85
TRAIL GEAR	Oxford Industries, Inc.	73373735	1244633	7/5/83
OAKDALE	Oxford Industries, Inc.	73373734	1244632	7/5/83
T. AUSTIN	Oxford Industries, Inc.	73310511	1258607	11/22/83
ELY	Oxford Industries, Inc.	72410888	955223	3/13/73
HOLBROOK	Oxford Industries, Inc.	72318672	917690	8/3/71

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#### U.S. Trademark Licenses

- Trademark License Agreement, dated as of December 31, 2008, between Oxford Industries, Inc. and Gruner & Co., Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of January 31, 2008, between Oxford Industries, Inc. and Randa Corp. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of January 1, 2006, between Tommy Bahama Group, Inc. and Advance Watch Company, Ltd. (as amended, modified or supplemented on or prior to June 30, 2009); please note that receipt of fully executed new license agreement between parties pending as of June 30, 2009
- Trademark License Agreement, dated as of February 2004, between Tommy Bahama Group, Inc. and Altair Eyewear (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of March 10, 2004, between Tommy Bahama Group, Inc. and Emerson Air Comfort Products, a division of Emerson Electric Co. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of June 22, 2004, between Tommy Bahama Group, Inc. and Gemini Cosmetics, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of January 1, 2004, between Tommy Bahama Group, Inc. and Lexington Furniture Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of February 12, 2007, between Tommy Bahama Group, Inc. and Revman International, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of March 10, 2008, between Tommy Bahama Group, Inc. and Down-Lite International, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)

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- Trademark License Agreement, dated as of May 1, 2008, between Tommy Bahama Group, Inc. and Essential Amenities, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of October 20, 2008, between Tommy Bahama Group, Inc. and P/K Lifestyles, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of January 9, 2009, between Tommy Bahama Group, Inc. and Bardwil Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of July 1, 2004, between Tommy Bahama Group, Inc. and Shaw Industries, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of December 5, 2005, between Tommy Bahama Group, Inc. and Sidney Frank Importing Company, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of June 1, 2006, between Tommy Bahama Group, Inc. and Ambiance Collections, LLC (as amended, modified or supplemented on or prior to June 30, 2009); please note that termination delivered by Tommy Bahama would have become effective in February 16, 2009 except that Ambiance Collections, LLC filed for bankruptcy shortly prior to the date on which such termination would become effective (bankruptcy case still pending)
- Trademark License Agreement, dated as of October 3, 2006, between Tommy Bahama Group, Inc. and Badanco Enterprises, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of May 2006, between Tommy Bahama Group, Inc. and Hi-Tex, Inc., d/b/a Crypton Super Fabrics (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of June 29, 2006, between Tommy Bahama Group, Inc. and Sunbury Textile Mills, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of March 5, 2007, between Tommy Bahama Group, Inc. and York Wallcoverings, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)

- Trademark License Agreement, dated as of January 12, 2009, between Tommy Bahama Group, Inc. and Meadowcraft, Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of April 28, 2009, between Tommy Bahama Group, Inc. and All-aluminum Products Inc., d/b/a Rio Brands Inc. (as amended, modified or supplemented on or prior to June 30, 2009)
- Trademark License Agreement, dated as of May 11, 2009, between Tommy Bahama Group, Inc. and totes Isotoner Corporation (as amended, modified or supplemented on or prior to June 30, 2009)
- Implied licenses exist between Tommy Bahama Group, Inc. and its subsidiaries Tommy Bahama R&R Holdings, Inc., Tommy Bahama Beverages, LLC and Tommy Bahama Texas Beverages, LLC and Tommy Bahama Group, Inc. and Viewpoint Marketing, Inc. with respect to use of the Tommy Bahama and related trademarks in connection with the operation of retail stores and restaurants, an e-Commerce business and/or a gift card business

**SCHEDULE 7**  
**PLEGDED COMPANIES**

<b>Pledgor</b>	<b>Name of Pledged Company</b>	<b>Type</b>	<b>Certificate Number</b>	<b>Number of Shares</b>	<b>Percentage of Issued and Outstanding Shares</b>
Oxford Industries, Inc.	Tommy Bahama Group, Inc. (Viewpoint International, Inc.)	Common	A3	2,125	100%
Oxford Industries, Inc.	Ben Sherman Clothing, Inc.	Common	2	1,000	100%
Oxford Industries, Inc.	Oxford Caribbean, Inc.	Common	1	3,000	100%
Oxford Industries, Inc.	Lionshead Clothing Company	Common	1	1,500	100%
Oxford Industries, Inc.	Piedmont Apparel Corporation	Common	1	1,500	100%
Oxford Industries, Inc.	Oxford of South Carolina, Inc.	Common	1	100,000	100%
Oxford Industries, Inc.	Oxford Private Limited of Delaware, Inc.	Common	1	1,500	100%
Oxford Industries, Inc.	Oxford Garment, Inc.	Common	1	3,000	100%
Oxford Industries, Inc.	Oxford International, Inc.	Common	2	99,500	99.5%
Oxford Industries, Inc.	Oxford Lockbox, Inc.	Common	2	1,000	100%
Oxford Industries, Inc.	Viewpoint Marketing, Inc.	Common	2	1,000	100%
Oxford Industries, Inc.	Oxford International, Inc.	Common	001	500	0.5%
Oxford Industries, Inc.	SFI of Oxford Acquisition Corporation	Common	2	1,000	100%
Oxford Industries, Inc.	Oxford (Philippines), Inc.	Capital	009	24,994	3.74%
Oxford Industries, Inc.	Oxford (Philippines), Inc.	Capital	011	1	0.00%
Oxford Industries, Inc.	Oxford of Europe	Ordinary Common	5	65	65%
Oxford Industries,	Oxford Products	—	6	97,499	64.99%

<b>Pledgor</b>	<b>Name of Pledged Company</b>	<b>Type</b>	<b>Certificate Number</b>	<b>Number of Shares</b>	<b>Percentage of Issued and Outstanding Shares</b>
Inc.	(International) Limited				
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	01	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	02	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	03	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	04	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	05	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	06	1	10%
Oxford Industries, Inc.	Oxford de Colon, S.A.	—	07	1	10%
Oxford Industries, Inc.	Manufacturera de Sonora, S.A. de C.V.	—	5	100	0.90%
Oxford Industries, Inc.	Manufacturera de Sonora, S.A. de C.V.	—	5B	10,949	98.20%
Oxford Industries, Inc.	Camisas Bahia Kino, S.A. de C.V.	—	2B	1,000	90.90%
Oxford Industries, Inc.	Camisas Bahia Kino, S.A. de C.V.	—	27A	100	9.09%
Oxford Industries, Inc.	Industrias Oxford de Merida, S.A. de C.V.	—	6	1,000	<0.1%
Oxford Industries, Inc.	Industrias Lanier de Honduras S. de R.L.	—	—	Uncertificated	N/A
Tommy Bahama Group, Inc. (f/k/a Viewpoint International, Inc.)	Tommy Bahama R&R Holdings, Inc	Common	2	100	100%
Tommy Bahama R&R Holdings, Inc.	Tommy Bahama Beverages, LLC	—	—	Uncertificated	N/A
Tommy Bahama	Tommy Bahama	—	—	Uncertificated	N/A



<b>Pledgor</b>	<b>Name of Pledged Company</b>	<b>Type</b>	<b>Certificate Number</b>	<b>Number of Shares</b>	<b>Percentage of Issued and Outstanding Shares</b>
Beverages, LLC	Texas Beverages, LLC				
Oxford International, Inc.	Oxford Products (International) Limited	—	5	1	<0.1%
Oxford International, Inc.	Oxford Internacional de Guatemala, Sociedad Anonima	—	004	4	<0.1%
Oxford International, Inc.	Manufacturera de Sonora, S.A. de C.V.	—	2	100	0.90%
Oxford Caribbean, Inc.	Q.R. Fashions S. de R.L.	—	—	Uncertificated	N/A

**SCHEDULE 8**

LIST OF FILING JURISDICTIONS

Entity	Jurisdictions
Oxford Industries, Inc.	Georgia  United States Copyright Office  United States Patent and Trademark Office
Oxford International, Inc.	Georgia
Ben Sherman Clothing, Inc.	Georgia
Oxford Garment, Inc.	Delaware
Piedmont Apparel Corporation	Delaware  United States Patent and Trademark Office
Lionshead Clothing Company	Delaware
Oxford Caribbean, Inc.	Delaware
Oxford Lockbox, Inc.	Delaware
SFI of Oxford Acquisition Corporation	Delaware  United States Patent and Trademark Office
Tommy Bahama Group, Inc.	Delaware  United States Copyright Office  United States Patent and Trademark Office
Tommy Bahama R&R Holdings, Inc.	Delaware
Tommy Bahama Beverages, LLC	Delaware
Viewpoint Marketing, Inc.	Florida
Oxford of South Carolina, Inc.	South Carolina
Tommy Bahama Texas Beverages, LLC	Texas

**ANNEX 1 TO SECURITY AGREEMENT FORM OF SUPPLEMENT**

Supplement No. (this “Supplement”) dated as of \_\_\_\_\_, 20\_\_\_\_, to the Security Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Security Agreement”) among each of the parties listed on the signature pages thereto and those additional entities that thereafter become parties thereto (collectively, jointly and severally, “Grantors” and each individually “Grantor”) and U.S. Bank National Association, in its capacity as Collateral Agent for the Secured Parties (together with its successors, “Collateral Agent”), U.S. Bank National Association as Trustee and each Additional Pari Passu Agent party thereto.

WITNESSETH:

WHEREAS, capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Security Agreement; and

WHEREAS, pursuant to the Indenture or an Additional Pari Passu Agreement, the Company must execute and deliver a supplement to the Security Agreement, and the execution of the Security Agreement by the undersigned new Grantor or Grantors (collectively, the “New Grantors”) may be accomplished by the execution of this Supplement in favor of Collateral Agent, for the benefit of Secured Parties;

NOW, THEREFORE, for and in consideration of the foregoing and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each New Grantor hereby agrees as follows:

1. In accordance with Section 25 of the Security Agreement, each New Grantor, by its signature below, becomes a “Grantor” under the Security Agreement with the same force and effect as if originally named therein as a “Grantor” and each New Grantor hereby (a) agrees to all of the terms and provisions of the Security Agreement applicable to it as a “Grantor” thereunder and (b) represents and warrants that the representations and warranties made by it as a “Grantor” thereunder are true and correct on and as of the date hereof. In furtherance of the foregoing, each New Grantor, as security for the payment and performance in full of the Secured Obligations, does hereby grant, assign, and pledge to Collateral Agent, for the benefit of the Secured Parties, a security interest in and security title to all Collateral of such New Grantor to secure the full and prompt payment of the Secured Obligations, including, any interest thereon, plus reasonable attorneys’ fees and expenses if the Secured Obligations represented by the Security Agreement are collected by law, through an attorney-at-law, or under advice therefrom. Schedule 1, “Trade Names; Organizational ID Number; Chief Executive Office”, Schedule 2, “Commercial Tort Claims”, Schedule 3, “Copyright Registrations and Applications for Registration”, Schedule 4, “Intellectual Property Licenses”, Schedule 5, “Patents”, Schedule 6, “U.S. Trademarks and U.S. Trademark Licenses and Applications for Registration”, Schedule 7, “Pledged Companies” and Schedule 8, “List of Filing Jurisdictions” attached hereto supplement Schedule 1, Schedule 2, Schedule 3, Schedule 4, Schedule 5, Schedule 6, Schedule 7 and Schedule 8, respectively, to the Security Agreement and shall be deemed a part thereof for all purposes of the Security Agreement. Each reference to a “Grantor” in the Security Agreement shall be

deemed to include each New Grantor. The Security Agreement is incorporated herein by reference.

2. Each New Grantor represents and warrants to the Collateral Agent that this Supplement has been duly executed and delivered by such New Grantor and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, fraudulent transfer, moratorium or other similar laws affecting creditors' rights generally and general principles of equity (regardless of whether such enforceability is considered in a proceeding at law or in equity).

3. This Supplement may be executed in multiple counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. Delivery of a counterpart hereof by facsimile transmission or by e-mail transmission shall be as effective as delivery of a manually executed counterpart hereof.

4. Except as expressly supplemented hereby, the Security Agreement shall remain in full force and effect.

5. This Supplement 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.

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IN WITNESS WHEREOF, each New Grantor and Collateral Agent have duly executed this Supplement to the Security Agreement as of the day and year first above written.

**NEW GRANTORS:**

**[Name of New Grantor]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Name of New Grantor]**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**[Name of Collateral Agent]:**

[            ]

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**ANNEX II TO SECURITY AGREEMENT**

**FORM OF ADDITIONAL PARI PASSU JOINDER AGREEMENT**

The undersigned (the "Additional Pari Passu Agent") is the agent for Persons wishing to become "Secured Parties" (the "New Secured Parties") under the Security Agreement, dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement" (terms used without definition herein have the meanings assigned to such terms by the Security Agreement)) among Grantors party thereto and U.S. Bank National Association, as Collateral Agent (the "Collateral Agent") and the other Security Documents.

In consideration of the foregoing, the undersigned hereby:

(i) represents that the Additional Pari Passu Agent has been authorized by the New Secured Parties to become a party to the Security Agreement on behalf of the New Secured Parties under that [DESCRIBE OPERATIVE AGREEMENT] (the "New Secured Agreement") and to act as the Additional Pari Passu Agent for the New Secured Parties hereunder and under the Security Agreement;

(ii) acknowledges that the New Secured Parties have had made available to them a copy of the Security Agreement;

(iii) irrevocably appoints and authorizes the Collateral Agent to take such action as agent on its behalf and on behalf of the New Secured Parties and to exercise such powers under the Security Agreement and the other Security Documents as are delegated to the Collateral Agent by the terms thereof, together with all such powers as are reasonably incidental thereto; and

(iv) accepts and acknowledges the terms of the Security Agreement applicable to it and the New Secured Parties and agrees to serve as Additional Pari Passu Agent for the New Secured Parties with respect to the Secured Obligations under the New Secured Agreement and agrees on its own behalf and on behalf of the New Secured Parties to be bound by the terms of the Security Agreement and the other Security Documents applicable to holders of Secured Obligations, with all the rights and obligations of a Secured Party thereunder and bound by all the provisions thereof as fully as if it had been a Secured Party on the effective date of the Security Agreement.

The name and address of the representative for purposes of Section 22 of the Security Agreement are as follows:

**[name and address of Additional Pari Passu Agent]**

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IN WITNESS WHEREOF, the undersigned has caused this Additional Pari Passu Joinder Agreement to be duly executed by its authorized officer as of the        day of 20    .

[NAME]

By: \_\_\_\_\_  
Name:  
Title:

**ANNEX III TO SECURITY AGREEMENT**

**THE COLLATERAL AGENT AND  
SECURED PARTY ACKNOWLEDGMENTS(1)**

Acknowledgment of Priorities of Security Interests and Liens; Application of Proceeds

(a) Each of the Secured Parties acknowledges and agrees that, notwithstanding the date, time or creation of any Liens securing any of the Secured Obligations under the Security Agreement or the Security Documents, the Secured Obligations shall be equally and ratably secured by the Liens of the Security Agreement and the Security Documents and all Liens securing any of the Secured Obligations (and any proceeds received from the enforcement of any such Liens) shall be for the equal and ratable benefit of all Secured Parties and shall be applied as provided in clause (c) below. Each Secured Party, by its acceptance of the benefits hereunder and of the Security Documents, agrees for the benefit of the other Secured Parties that, to the extent any additional or substitute collateral for any of the Secured Obligations is delivered by a Grantor to or for the benefit of any Secured Party, such collateral shall be subject to the provisions of this clause (a).

(b) Each of the Secured Parties hereby agrees not to challenge or question in any proceeding the validity or enforceability of any Security Document (in each case as a whole or any term or provision contained therein) or the validity of any Lien or financing statement in favor of the Collateral Agent for the benefit of the Secured Parties as provided in the Security Agreement and the other Security Documents, or the relative priority of any such Lien. Each Secured Party consents to the release of Trust Monies from the Collateral Account in accordance with Article 12 of the Indenture.

(c) The proceeds received by the Collateral Agent in respect of any sale of, collection from or other realization upon all or any part of the Collateral under this Agreement or any other Security Document (excluding funds deposited with the Trustee or any Additional Pari Passu Agent, in such capacities, in connection with any defeasance or discharge of the Indenture or any Additional Pari Passu Agreement, which shall be applied as provided therein) shall be applied, together with any other sums then held by the Collateral Agent pursuant to this Agreement, promptly by the Collateral Agent as follows:

FIRST, to the payment of all costs and expenses, liabilities, fees, commissions and taxes paid or payable by the Collateral Agent under this Agreement or any Security Document including, without limitation, the costs and expenses of the Collateral Agent and its agents and counsel,

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(1) Unless otherwise defined herein, all capitalized terms used herein and defined in the Security Agreement, are used herein as therein defined.

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and all expenses, liabilities and advances made or incurred by the Collateral Agent in connection therewith;

SECOND, without duplication of amounts applied pursuant to clause FIRST above, to the payment in full in cash, pro rata, based on the amount of Secured Obligations outstanding under the Indenture and each Additional Pari Passu Agreement and then due and owing to (i) the Trustee to be applied as provided in the Indenture, and (ii) each Additional Pari Passu Agent to be applied as provided in the applicable Additional Pari Passu Agreement; and

THIRD, the balance, if any, to such Grantor or as otherwise directed by a court of competent jurisdiction.

If, despite the provisions of this Agreement, any Secured Party shall receive any payment or other recovery in excess of its portion of payments on account of the Obligations to which it is then entitled in accordance with this Agreement, such Secured Party shall hold such payment or recovery in trust for the benefit of all Secured Parties for distribution in accordance with this Annex III.

**Enforcement.**

Subject to the Collateral Agent's rights under Section 10 of the Agreement, the Required Secured Parties may direct the Collateral Agent in exercising any right or remedy available to the Collateral Agent under this Agreement or any Security Document. In the absence of any such instruction, the Collateral Agent may (but shall be under no obligation to) exercise such rights and remedies in any manner that complies with Section 10 of the Agreement. No Secured Party (other than the Collateral Agent) shall have any individual right to pursue any remedies under the Agreement against any Grantor.

**EXHIBIT A**

**COPYRIGHT SECURITY AGREEMENT**

This COPYRIGHT SECURITY AGREEMENT (this "Copyright Security Agreement") is made as of this      day of      , 20      , among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and U.S. Bank National Association, in its capacity as Collateral Agent for the Secured Parties (together with its successors, "Collateral Agent").

**WITNESSETH:**

WHEREAS, Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of June 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Copyright Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
  2. GRANT OF SECURITY INTEREST IN COPYRIGHT COLLATERAL. Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Copyright Collateral"):
    - (a) all of such Grantor's Copyrights and Intellectual Property Licenses with respect to Copyrights to which it is a party as licensor or licensee including those referred to on Schedule I hereto;
    - (b) all reissues, continuations or extensions of the foregoing; and
    - (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Copyright or any Copyright licensed under any Intellectual Property License.
  3. SECURITY FOR OBLIGATIONS. This Copyright Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations,
-



whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Copyright Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Copyright Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Copyright Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Collateral Agent hereby authorizes Grantors unilaterally to modify this Agreement by amending Schedule I to include any future United States registered copyrights or applications therefor of Grantors. Notwithstanding the foregoing, no failure to so modify this Copyright Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Copyright Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Copyright Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Copyright Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Copyright Security Agreement refer to this Copyright Security Agreement as a whole and not to any particular provision of this Copyright Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Copyright Security Agreement unless otherwise specified. Any reference in this Copyright Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among SunTrust Bank, as ABL Agent, U.S. Bank National Association, as Trustee and as Note Agent and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Copyright Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

---

**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SFI OF OXFORD ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA R&R HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**[U.S. BANK NATIONAL ASSOCIATION],**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**  
**to**  
**COPYRIGHT SECURITY AGREEMENT**  
**U.S. COPYRIGHT REGISTRATIONS**

<b>Grantor</b>	<b>Country</b>	<b>Copyright</b>	<b>Registration No.</b>	<b>Registration Date</b>

**Intellectual Property Licenses**

**EXHIBIT B**

**PATENT SECURITY AGREEMENT**

This PATENT SECURITY AGREEMENT (this "Patent Security Agreement") is made as of this      day of      , 20      , among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and U.S. Bank National Association, in its capacity as Collateral Agent for the Secured Parties (together with its successors, "Collateral Agent").

**WITNESSETH:**

WHEREAS, the Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of June 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Patent Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement.
2. **GRANT OF SECURITY INTEREST IN PATENT COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Patent Collateral"):
  - (a) all of its Patents and Intellectual Property Licenses with respect to Patents to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing; and
  - (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any Patent or any Patent licensed under any Intellectual Property License.
3. **SECURITY FOR OBLIGATIONS.** This Patent Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the foregoing, this Patent Security Agreement secures the payment of all amounts which constitute part

of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Patent Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Patent Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any new patentable inventions or become entitled to the benefit of any patent application or patent for any reissue, division, or continuation, of any patent, the provisions of this Patent Security Agreement shall automatically apply thereto. Without limiting Grantors' obligations under this Section 5, Collateral Agent hereby authorizes Grantors unilaterally to modify this Agreement by amending Schedule I to include any such new patent rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Patent Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Patent Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Patent Security Agreement in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Patent Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Patent Security Agreement refer to this Patent Security Agreement as a whole and not to any particular provision of this Patent Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Patent Security Agreement unless otherwise specified. Any reference in this Patent Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among SunTrust Bank, as ABL Agent, U.S. Bank National Association, as Trustee and as Note Agent and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]



IN WITNESS WHEREOF, each Grantor has caused this Patent Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

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**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SFI OF OXFORD ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA R&R HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**U.S. BANK NATIONAL ASSOCIATION,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**  
**to**  
**PATENT SECURITY AGREEMENT**  
**U.S. PATENT REGISTRATIONS**

Grantor	Patent	Registration No.	Registration Date

**Patent Licenses**

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**EXHIBIT C**

**TRADEMARK SECURITY AGREEMENT**

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made as of this       day of       , 20       , among Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and U.S. Bank National Association, in its capacity as Collateral Agent for the Secured Parties (together with its successors, "Collateral Agent").

**WITNESSETH:**

WHEREAS, the Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Secured Parties, that certain Security Agreement dated as of June 30, 2009 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Collateral Agent, for the benefit of the Secured Parties, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantors hereby agree as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement or, if not defined therein, in the Indenture.
2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Secured Parties, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):
  - (a) all of such Grantor's U.S. Trademarks and U.S. Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
  - (b) all reissues, continuations or extensions of the foregoing; and
  - (c) all products and proceeds of the foregoing, including any claim by such Grantor against third parties for past, present or future infringement or dilution of any U.S. Trademark or any breach of any U.S. Trademark License.
3. **SECURITY FOR OBLIGATIONS.** This Trademark Security Agreement and the Security Interest created hereby secures the payment and performance of all the Secured Obligations, whether now existing or arising hereafter. Without limiting the generality of the fore

going, this Trademark Security Agreement secures the payment of all amounts which constitute part of the Secured Obligations and would be owed by Grantors, or any of them, to Collateral Agent, the Secured Parties, or any of them, whether or not they are unenforceable or not allowable due to the existence of an Insolvency Proceeding involving any Grantor.

4. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Secured Parties, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

5. AUTHORIZATION TO SUPPLEMENT. Collateral Agent hereby authorizes Grantors unilaterally to modify this Agreement by amending Schedule I to include any future U.S. Trademarks of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

6. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Senior Secured Note Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by other electronic transmission shall be deemed an original signature hereto.

7. CONSTRUCTION. Unless the context of this Trademark Security Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the terms "includes" and "including" are not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Trademark Security Agreement refer to this Trademark Security Agreement as a whole and not to any particular provision of this Trademark Security Agreement. Section, subsection, clause, schedule, and exhibit references herein are to this Trademark Security Agreement unless otherwise specified. Any reference in this Trademark Security Agreement to any agreement, instrument, or document shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth herein). Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record so transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein.

8. INTERCREDITOR AGREEMENT. Notwithstanding anything herein to the contrary, the liens and security interests granted to the Collateral Agent pursuant to this Agreement and the exercise of any right or remedy by the Collateral Agent hereunder, are subject to the provisions of the Intercreditor Agreement dated as of June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the “Intercreditor Agreement”), among SunTrust Bank, as ABL Agent, U.S. Bank National Association, as Trustee and as Note Agent and the Grantors (as defined in the Intercreditor Agreement) from time to time party thereto. In the event of any conflict between the terms of the Intercreditor Agreement and the terms of this Agreement, the terms of the Intercreditor Agreement shall govern and control.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**OXFORD INDUSTRIES, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA GROUP, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**BEN SHERMAN CLOTHING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**LIONSHEAD CLOTHING COMPANY**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD CARIBBEAN, INC.**

By: \_\_\_\_\_  
Name:  
Title:

---

**OXFORD GARMENT, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD INTERNATIONAL, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD OF SOUTH CAROLINA, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**PIEDMONT APPAREL CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**SFI OF OXFORD ACQUISITION CORPORATION**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:



**TOMMY BAHAMA R&R HOLDINGS, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**TOMMY BAHAMA TEXAS BEVERAGES, LLC**

By: \_\_\_\_\_  
Name:  
Title:

**VIEWPOINT MARKETING, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**OXFORD LOCKBOX, INC.**

By: \_\_\_\_\_  
Name:  
Title:

**ACCEPTED AND ACKNOWLEDGED BY:**

**U.S. BANK NATIONAL ASSOCIATION,**  
as Collateral Agent

By: \_\_\_\_\_  
Name:  
Title:

**SCHEDULE I**  
**to**  
**TRADEMARK SECURITY AGREEMENT**  
**U.S. Trademarks and Applications for Registration**

<b>Grantor</b>	<b>Trademark</b>	<b>Registration No.</b>	<b>Registration Date</b>

**U.S. Trademark Licenses**

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**EXHIBIT D**

**PLEDGED INTERESTS ADDENDUM**

This Pledged Interests Addendum, dated as of \_\_\_\_\_, 20\_\_\_\_, is delivered pursuant to Section 7 of the Security Agreement referred to below. The undersigned hereby agrees that this Pledged Interests Addendum may be attached to that certain Security Agreement, dated as June 30, 2009 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), made by the undersigned, together with the other Grantors named therein, to U.S. Bank National Association, as Collateral Agent. Initially capitalized terms used but not defined herein shall have the meaning ascribed to such terms in the Security Agreement. The undersigned hereby agrees that the additional interests listed on this Pledged Interests Addendum as set forth below shall be and become part of the Pledged Interests pledged by the undersigned to Collateral Agent in the Security Agreement and any pledged company set forth on this Pledged Interests Addendum as set forth below shall be and become a "Pledged Company" under the Security Agreement, each with the same force and effect as if originally named therein.

The undersigned hereby certifies that the representations and warranties set forth in Section 7 of the Security Agreement of the undersigned are true and correct as to the Pledged Interests listed herein on and as of the date hereof.

[ \_\_\_\_\_ ]

By: \_\_\_\_\_  
Name:  
Title:

<b>Name of Pledgor</b>	<b>Name of Pledged Company</b>	<b>Number of Shares/Units</b>	<b>Class of Interests</b>	<b>Percentage of Class Owned</b>	<b>Certificate Nos.</b>

**COMPROMISE AGREEMENT**

**between**

**(1) BEN SHERMAN LIMITED**

**and**

**(2) MILES GRAY**

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**WITHOUT PREJUDICE AND SUBJECT TO CONTRACT**

**COMPROMISE AGREEMENT and DISCHARGE OF ALL CLAIMS**

**THIS COMPROMISE AGREEMENT** is made effective on 30 January 2010

Entered into by and between

- (1) **BEN SHERMAN LIMITED**, a company incorporated under the Companies Acts (Registered No: 3998077) and having its registered office at 2 Eyre Street Hill, Clerkenwell, London EC1R 5ET (the “**Company**”);
- and
- (3) **MILES GRAY**, whose home address is Merrywind, Stevens Lane, Claygate, Surrey KT10 0TJ (the “**Employee**”).

**BACKGROUND**

- (A) The Employee is employed by the Company as Chief Executive under a contract dated 22 August 2000.
- (B) The Employee’s employment with the Company shall terminate on the Termination Date (as defined below).
- (C) The parties have entered into this agreement to record and implement the terms on which they have agreed to settle any claims which the Employee has or may have in connection with his employment or its termination or otherwise against any Associated Company (as defined below) or their officers or employees whether or not those claims are, or could be, in the contemplation of the parties at the time of signing this agreement, and including, in particular, any statutory complaints which the Employee has raised.
- (D) The parties intend this agreement to be an effective waiver of any such claims and to satisfy the conditions relating to compromise agreements in the relevant legislation.
- (E) The Company enters into this agreement for itself and as agent and trustee for all and any Associated Company and it is authorised to do so. It is the parties’ intention that each Associated Company should be able to enforce any rights it has under this agreement, subject to and in accordance with the Contracts (Rights of Third Parties) Act 1999.

**IT IS AGREED as follows:**

**1. DEFINITIONS**

1.1 In this Agreement the following words and expressions shall bear the meanings set out below:

<b>“Advisor”</b>	Jeremy V. Fitzgibbon of Horsey Lightly, Devon House, 12 / 15 Dartmouth Street, Queen Anne’s Gate, London SW1H 9BL UK
<b>“Agreement”</b>	means this agreement (including any schedule or annexure to it and any document in agreed form).
<b>“Associated Company”</b>	means a company which is a subsidiary or a holding company (as those expressions are defined by Section 736 of the Companies Act 1985 and by Section 1159 of the Companies Act 2006 (as applicable at the date of this Agreement)) of the Company or a subsidiary (other than the Company) of a holding company of the Company. For the avoidance of doubt, “Associated Company” includes Ben Sherman Group Limited.
<b>“Ben Sherman Group Limited”</b>	means Ben Sherman Group Limited, a company incorporated and registered in Northern Ireland with company number NI 27287 having its registered office at 20 Portadown Road, Lurgan, Co. Armagh BT66 8RE.
<b>“Capacity”</b>	means capacity as agent, consultant, director, employee, owner, partner, shareholder or in any other capacity.
<b>“Contract of Employment”</b>	means the contract of employment between the Employee and the Company dated 22 August 2000.
<b>“Pre-Contractual Statement”</b>	means any undertaking, promise, assurance, statement, representation, warranty or understanding (whether in writing or not) of any person (whether party to this agreement or not) relating to the Employee’s employment under this agreement other than as expressly set out in this Agreement or any documents referred to in it.
<b>“Termination Date”</b>	means 30 January 2010.
<b>“Termination Payment”</b>	means FOUR HUNDRED AND FIFTY TWO THOUSAND ONE

HUNDRED AND SIXTY EIGHT POUNDS (£452,168.00) Sterling.

- 1.2 Headings are for convenience only and shall not affect the construction or interpretation of this Agreement.
- 1.3 A reference to a particular law is a reference to it as it is in force for the time being taking account of any amendment, extension, or re-enactment and includes any subordinate legislation for the time being in force made under it.
- 1.4 A reference to one gender includes a reference to the other gender.
- 1.5 The schedules to this Agreement form part of and are incorporated into this Agreement.

## 2. **TERMINATION OF THE CONTRACT**

- 2.1 The Employee's employment will terminate on the Termination Date.
- 2.2 The Company shall:
  - 2.2.1 pay the Employee salary up to the Termination Date in the usual way;
  - 2.2.2 continue to provide any benefits to the Employee in the usual way up to the Termination Date;
  - 2.2.3 reimburse the Employee for all business expenses properly incurred by the Employee up to the Termination Date provided that the Employee submits the expenses claim and valid receipts by the Termination Date and complies with the Company's rules and procedures in relation to expenses; and
  - 2.2.4 make a payment in lieu of holiday entitlement that has accrued but has not been used prior to the Termination Date.
- 2.3 Pending the termination of his employment the Employee shall continue to attend work and to perform the normal duties of his job and he shall continue to be bound by all the express and implied obligations of his employment. After the termination of his employment, the Employee shall be entitled to attend the Employer's office at 2 Eyre Street Hill, Clerkenwell, London EC1R 5ET at his convenience until 28 February 2010 to conclude any outstanding business affairs and to effect a smooth handover of his responsibilities but shall be under no obligation to do so and accordingly shall not receive any remuneration for doing so.



2.4 The Employee confirms that, except as provided in this Agreement, there are no other sums or benefits due to the Employee by the Company any and all Associated Companies or any trustee of any scheme established by any of them whether under the Employee's contract of employment or under any share option, bonus, long-term incentive plan or other profit sharing scheme operated by the Company or any Associated Company in which he may have participated.

3. **TERMINATION OF DIRECTORSHIP**

3.1 The Employee shall promptly resign from any office, trusteeship or other position he holds in or on behalf of the Company or any Associated Company by hand delivering the letter set out in the Schedule. The Employee irrevocably appoints the Company to be his attorney in his name and on his behalf to sign, execute or do any such instrument or thing and generally to use his name in order to give the Company (or its nominee) the full benefit of the provisions of this clause.

3.2 The Employee and the Company agree that clause 3.1 is a condition precedent as to payment of any sums under the terms of this Agreement.

4. **COMPLAINTS**

The Employee has intimated that the Employee has the following claims against the Company arising from the termination of the Employee's employment:-

- a claim under section 94 of the Employment Rights Act 1996 for constructive and unfair dismissal
- a claim for breach of contract;
- a claim for wrongful dismissal;
- a claim for direct or indirect discrimination, harassment or victimisation on the grounds of age, under regulation 36 of the Employment Equality (Age) Regulations 2006; and
- a claim in relation to the duty to consider working beyond retirement, under paragraphs 11 and 12 of Schedule 6 to the Employment Equality (Age) Regulations 2006.

(the "**Particular Claims**").

5. **COMPENSATION**

Without admission of liability by the Company the Employee accepts the Termination Payment in full and final settlement of (a) the Particular Claims, and (b) all and any claims, present, future or contingent, competent to the Employee against the Company and/or any Associated Company and any current or former director, officer, employee, consultant and agent of the Company and/or any Associated Company arising from the Employee's employment and/or the termination of the Employee's employment with the Company or any Associated Company. Without prejudice to the foregoing generality, this settlement applies to all claims (whether under statute, common law, European law or otherwise) including damages, breach of any contract with the Company, pension or pension rights howsoever arising (other than accrued pension rights), redundancy pay, compensation for unfair dismissal, unlawful deduction of wages, loss of office or employment or otherwise.

6. **TERMINATION PAYMENT**

6.1 Subject to the Employee fulfilling his obligations under this Agreement, the Company (or an Associated Company) will pay the Termination Payment, after making the deductions specified in Clause 6.2, to the Employee by the later of (i) 14 calendar days after the Termination Date, and (ii) 14 calendar days after the date this Agreement and the attached solicitor's certificate is received, duly signed and witnessed, by the Company or its legal representatives. Payment will be made to the Employee after receipt of his tax form P45, which shall be issued and delivered to the Employee without delay and in any event within 7 calendar days of the Termination Date. The Company and the Employee agree that the parties will execute two copies of the Agreement and will each retain one copy of the executed Agreement.

6.2 It is acknowledged and agreed that income tax and National Insurance contributions shall be deducted by the Company from the Termination Payment and remitted to HM Revenue and Customs.

6.3 The Employee agrees that the Employee will at all times remain liable for any further income tax or any employee National Insurance contributions due on the Termination Payment and the Employee shall indemnify and keep indemnified the Company on demand against such income tax and employee National Insurance contributions (including, without limitation, any interest, penalties or fines in connection therewith). The Company agrees to promptly notify the Employee of any claim for income tax or national insurance and shall provide the Employee with reasonable assistance (including if required the provision of any relevant documentation) in order to enable the Employee to dispute any claim for income tax. The Company further undertakes

not to make any payment of income tax or national insurance without first allowing the Employee a reasonable opportunity at his own expense to dispute any such claim with the relevant tax authority (provided that nothing in this clause shall prevent the Company from complying with its legal obligation with regard to HM Revenue & Customs and/or other competent body).

7. **PROCEEDINGS**

The Employee renounces all right, title and interest and undertakes not to present a complaint to, or to institute or continue any proceedings before, a Court or Employment Tribunal seeking re-instatement, re-engagement, specific performance, declaration, damages, compensation or other statutory or common law remedy in connection with the Employee's contract of employment with the Company or its termination and, in particular but without limitation, in respect of (i) a claim for wrongful dismissal or other breach of contract, (ii) a claim for unfair dismissal, (iii) a claim for redundancy pay, (iv) a claim in terms of the Sex Discrimination Act 1975, (v) a claim in terms of the Race Relations Act 1976, (vi) a claim in terms of the Disability Discrimination Act 1995, (vii) a claim in terms of the Employment Rights Act 1996, (viii) a claim in terms of the Trade Union and Labour Relations (Consolidation) Act 1992, (ix) a claim in terms of the Working Time Regulations 1998, (x) a claim in terms of the National Minimum Wage Act 1998, (xi) a claim in terms of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, (xii) a claim in terms of the Fixed Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, (xiii) a claim in terms of the Equal Pay Act 1970, (xiv) a claim in terms of Part VII of the Transnational Information and Consultation of the Employees Regulations 1999, (xv) a claim in terms of the Employment Equality (Sexual Orientation) Regulations 2003, (xvi) a claim in terms of the Employment Equality (Religion or Belief) Regulations 2003, (xvii) a claim in terms of the Employment Equality (Age) Regulations 2006, (xviii) a claim in terms of the Data Protection Act 1998, and (xix) a claim in terms of the Protection from Harassment Act 1997, whether contemplated or not, and whether in existence at the date of this Agreement or not.

8. **COMPANY PROPERTY**

8.1 The Employee agrees that all documents, records, computer equipment and software, keys, credit, debit and charge cards, security and access passes or other property of the Company shall be returned to the Company on or before the Termination Date and that no copies shall be retained by the Employee (provided that Employee shall be entitled to retain such business property of the Company until 28 February 2010 necessary to allow Employee to conclude any

outstanding business affairs and to effect a smooth handover of his responsibilities). Notwithstanding the foregoing, the Employee shall be entitled from the Termination Date to retain as his own property and entirely at his own cost and risk with no contribution or liability to cost or risk whatsoever in any way from the Company from the Termination Date his Company laptop computer (Lenovo Thinkpad x300, Ben Sherman Asset Number 006066, SN# R8-PYAWL) and Company blackberry (Blackberry 9000 Bold, IMEI Serial # 351846035224329).

- 8.2 The Employee will delete immediately and in any event will confirm that he has deleted by the Termination Date, from the hard disk drive of any personal computer or laptop computer or other electronic device, for example but not limited to a blackberry, used by the Employee (except computers in the Company's ownership, possession or control) all documents and information belonging to, obtained from, or prepared for the Company or any of its customers or clients.
- 8.3 The Employee shall, if requested to do so by the Company provide a signed statement that he has complied fully with his obligations under clause 8.1 and 8.2 and shall provide it with such reasonable evidence of compliance as may be requested.

## 9. STATUTORY REQUIREMENTS

The Employee acknowledges that the conditions relating to compromise agreements under section 77(4A) of the Sex Discrimination Act 1975 (in relation to claims under that Act and the Equal Pay Act 1970), section 72(4A) of the Race Relations Act 1976, section 288(2B) of the Trade Union and Labour Relations (Consolidation) Act 1992, paragraph 2 of schedule 3A of the Disability Discrimination Act 1995, section 203(3) of the Employment Rights Act 1996, regulation 35(3) of the Working Time Regulations 1998, section 49(4) of the National Minimum Wage Act 1998, regulation 41(4) of the Transnational Information and Consultation etc. Regulations 1999, regulation 9 of the Part-Time Workers (Prevention of Less Favourable Treatment) Regulations 2000, regulation 10 of the Fixed-Term Employees (Prevention of Less Favourable Treatment) Regulations 2002, paragraph 2(2) of schedule 4 of the Employment Equality (Sexual Orientation) Regulations 2003, paragraph 2(2) of schedule 4 of the Employment Equality (Religion or Belief) Regulations 2003, regulation 40(4) of the Information and Consultation of Employees Regulations 2004, paragraph 12 of the schedule to the Occupational and Personal Pension Schemes (Consultation by Employers and Miscellaneous Amendment) Regulations 2006 and paragraph 2(2) of schedule 5 of the Employment Equality (Age) Regulations 2006 are intended to be and have been satisfied.

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## 10. CONFIDENTIALITY

- 10.1 The Employee and the Company agree to keep the fact of, negotiation and terms of this Agreement and the circumstances giving rise to the termination of the Employee's employment with the Company confidential and not to disclose (or through any failure to exercise due care and diligence, permit or cause any unauthorised disclosure) to any third party other than professional advisors and in the case of the Employee his partner, or as required by law, save that he may disclose to any prospective employer that his employment with the Company terminated by reason of his retirement.
- 10.2 The Employee undertakes to advise his partner or any professional advisor that the fact of, negotiation and terms of this Agreement and the circumstances giving rise to the termination of the Employee's employment with the Company are confidential and must not be disclosed to any other party. Further, the Employee agrees that in the event that he becomes aware of any breach of confidentiality by them, or is so notified of any such breach by the Company, he will use his best endeavours to prevent any further breach and inform the Company in writing of the action he has taken in this regard.
- 10.3 For the purpose of this clause 10, "Confidential Information" means confidential and/or commercial information in whatever form (including without limitation, in written, oral, visual or electronic form or on any magnetic or optical disk or memory and wherever located) relating to the business, products, services, technical data, know-how, affairs (including private affairs) and finances of the Company, any Associated Company or any of its current or former employees, directors, consultants, suppliers, clients, customers, business contacts, agents, distributors, shareholders or management, not in the public domain (other than through the Employee's unauthorised disclosure).
- 10.4 The Employee shall not at any time disclose to any person or use for the Employee's own purpose or through lack of diligence cause the unauthorised disclosure of any Confidential Information except as authorised or required by law.

## 11. STATEMENTS

- 11.1 The Employee agrees and undertakes that the Employee will not make any comments or statements of any nature that are derogatory to or disparaging of, or have the effect of lowering the reputation of the Company or any Associated Company or any of its or their current or former directors, officers, employees, consultants or agents and/or from taking part in any conduct which may bring into disrepute the Company, any Associated Company or any of their current or former directors, officers, employees, consultants or agents.

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11.2 The Company agrees and undertakes that it will use its reasonable endeavours not to make any comments or statements of any nature that are derogatory or disparaging of the Employee.

12. **RESTRICTIONS**

The Employee hereby agrees that the Employee shall not after the Termination Date wrongfully be represented as being employed by the Company or any Associated Company.

13. **INDEPENDENT ADVICE**

13.1 The Employee declares and acknowledges that, before signing this Agreement, the Employee has received advice from the Advisor as to the terms and effect of this Agreement and, in particular, as to its effect on the Employee's ability to pursue the Employee's rights before an Employment Tribunal.

13.2 The Employee has been advised by the Advisor that a contract of insurance or a professional indemnity covering the risk of a claim in relation to such advice is and will remain for the foreseeable future in force.

13.3 The Employee understands and agrees that the Advisor is not employed by or acting in this matter for the Company or an Associated Company.

13.4 By signing the certificate annexed to this Agreement, the Advisor warrants that the statements set out in Clauses 13.1, 13.2, and 13.3 and in the certificate are true.

14. **LEGAL FEES**

The Company will pay up to £1,000.00 plus VAT towards the reasonable legal fees (including disbursements) incurred by the Employee in connection with this Agreement. This contribution will be paid upon receipt of an appropriate invoice from the Employee's legal advisors addressed to the Employee but marked as payable by the Company.

15. **DECLARATION**

The Employee declares and acknowledges that:-

15.1 The Employee has read carefully and understands fully all of the provisions of this Agreement;

15.2 The Employee is, through this Agreement, releasing the Company and/or any Associated Company, current or former director, officer, employee consultant and agent of the Company

and any Associated Company from all and any claims, present, future or contingent, that the Employee may have against it and them;

15.3 The Termination Payment includes any statutory compensation to which the Employee may be entitled and that it would not be just and equitable for the Employee to receive any further compensation; and

15.4 The Employee knowingly and voluntarily agrees to all of the terms set forth in this Agreement and intends to be legally bound by them.

16. **WARRANTIES**

16.1 In signing this Agreement the Employee is representing and warranting that:

16.1.1 he has instructed the Advisor to advise him whether he may have any claims against the Company and/or any Associated Company, current or former director, officer, employee, consultant and agent of the Company and any Associated Company arising out of or in connection with his employment and/or its termination;

16.1.2 he has made a full and honest disclosure to the Advisor with all the information that is in his possession which the Advisor requires to advise him whether he has or may have any such claims with the express intention that all such claims be compromised fully and effectively;

16.1.3 his Advisor has advised him that on the basis of the information available to the Advisor he has no other claims against the Company and/or any Associated Company, current or former director, officer, employee, consultant and agent of the Company and any Associated Company;

16.1.4 he has not withheld or failed to disclose any material fact concerning the discharge of his duties to the Company and any Associated Company or any breach of any material term (express or implied) of his contract of employment;

16.1.5 throughout his employment with the Company and any Associated Company he has acted in their best interests and has not knowingly committed any breach of duty of any kind owed to the Company or any Associated Company;

16.1.6 there are no facts or circumstances of which the Employee is aware or of which the Employee ought reasonably to be aware at the date of this agreement which would amount to a repudiatory breach by the Employee of any express or implied term of the

Employee's contract of employment which would have entitled the Company to terminate the Employee's employment without notice or pay in lieu of notice and any payments or benefits pursuant to this Agreement are subject to and conditional upon this being so;

- 16.1.7 he agrees to make himself available to, and to cooperate with the Company or its advisers in any internal investigation or administrative, regulatory, judicial or quasi-judicial proceedings (provided that, the Company will reimburse the Employee for any reasonable, out-of-pocket expenses incurred by the Employee in connection with making himself available to and/or cooperating with the Company in such proceeding on behalf of the Company). The Employee acknowledges that this could involve, but is not limited to, responding to or defending any regulatory or legal process, providing information in relation to such process, preparing witness statements and giving evidence in person or on behalf of the Company;
- 16.1.8 he acknowledges that he is not entitled to any compensation for the loss of any rights or benefits under any share option, bonus, long-term incentive plan or other profit sharing scheme operated by the Company or any Associated Company in which he may have participated.
- 16.1.9 he will not submit any grievances to the Company or any Associated Company in relation to any fact or matter of which he is aware at the date of this Agreement relating to his employment and/or the termination of his employment and that he will not make a subject access request to the Company or any Associated Company.

16.2 The Employee acknowledges that the Company acted in reliance on these warranties when entering into this Agreement.

16.3 The Company reserves the right to take legal action (including injunctive proceedings if required) to enforce these warranties.

17. **CONTRACT OF EMPLOYMENT**

The Employee and the Company agree that the provisions of clause 13 (Confidentiality), 14 (Inventions) and 16 (Restrictive Covenants) of the Contract of Employment will remain in full force and effect notwithstanding the termination of the Employee's employment with the Company.

18. **WITHOUT PREJUDICE AND SUBJECT TO CONTRACT**

This Agreement is without prejudice and subject to contract until it is dated and signed by all of the parties and the Company has received the signed Advisor's certificate annexed to this Agreement, at which point it shall be treated as an open document evidencing an agreement binding on the parties (notwithstanding that it may still be labelled or headed "Without Prejudice" and/or "Subject to Contract").

19. **ENTIRE AGREEMENT**

19.1 The Agreement is made without any admission of liability whatsoever by the Company.

19.2 Each party on behalf of itself and acknowledges and agrees with the other party that:

19.2.1 this agreement together with any documents referred to in it constitutes the entire agreement and understanding between the Employee and the Company and supersedes any previous agreement between them relating to his employment by the Company or any Associated Company;

19.2.2 in entering into this agreement neither the Employee nor the Company has relied on any Pre-Contractual Statement; and

19.2.3 the only remedy available to it for breach of this agreement shall be for breach of contract under the terms of this agreement and it shall have no right of action against any other party in respect of any Pre-Contractual Statement.

19.3 Nothing in this agreement shall, however, operate to limit or exclude any liability for fraud.

20. **VARIATION**

No variation of this agreement or of any of the documents referred to in it shall be valid unless it is in writing and signed by or on behalf of each of the parties.

21. **SEVERABILITY**

The unenforceability of any provision of this Agreement shall not affect the enforceability of all remaining provisions. It is agreed that each obligation under this Agreement is separate and severable and any such unenforceable provision shall not be deemed to be part of this Agreement.



22. **COUNTERPARTS**

This agreement may be executed in any number of counterparts, each of which, when executed and delivered, shall be an original, and all the counterparts together shall constitute one and the same instrument.

23. **THIRD PARTY RIGHTS**

The Contracts (Rights of Third Parties) Act 1999 shall apply to this agreement in relation to any and all Associated Companies and no person other than the Employee, the Company and any and all Associated Companies shall have any rights under it. The terms of this agreement may be varied, amended or modified or this agreement may be suspended, cancelled or terminated by agreement in writing between the parties or this agreement may be rescinded (in each case), without the consent of any third party.

24. **GOVERNING LAW AND JURISDICTION**

24.1 This agreement and any dispute arising out of or in connection with it or its subject matter shall be governed by and construed in accordance with the laws of England and Wales.

24.2 Each party irrevocably agrees to submit to the exclusive jurisdiction of the courts of England and Wales over any claim or matter arising under or in connection with this agreement.

25. **EFFECTIVE DATE**

This Agreement will come into effect on the date of the last party's signature.

**SCHEDULE**

**LETTER OF RESIGNATION OF OFFICE, TRUSTEESHIP OR OTHER POSITION**

**BY HAND DELIVERY**

[FULL NAME OF ENTITY]

[ADDRESS OF RELEVANT ENTITY]

Date [INSERT DATE]

Dear Sirs

**[FULL NAME OF ENTITY]** (the “**Company**”)

I hereby resign from my office as a [director][trustee][OTHER POSITION] of the Company with immediate effect and acknowledge and confirm that I have no claim or right of action of any kind outstanding for compensation or otherwise against the Company or any of its officers or employees in respect of the termination of my office or otherwise. To the extent that any such claim exists or may exist, I irrevocably waive such claim and release the Company, its officers and employees from any liability in respect thereof.

Yours faithfully

SIGNED and DELIVERED as a DEED by MILES GRAY

[SIGNATURE]

in the presence of [NAME OF WITNESS]

[SIGNATURE]

Executed and Delivered as a Deed by  
**MILES GRAY**  
in the presence of:

\_\_\_\_\_  
Signature of Employee

Witness: \_\_\_\_\_  
(Signature)

Name: \_\_\_\_\_  
(Please print)

Address:

Executed and Delivered as a Deed by  
**BEN SHERMAN LIMITED**  
acting by:

\_\_\_\_\_  
Director

and

\_\_\_\_\_  
Director

**SOLICITOR'S CERTIFICATE**

I hereby certify as follows:-

1. I am a solicitor holding a current practising certificate.
2. Before Miles Gray (the “**Employee**”) signed the Compromise Agreement to which this certificate is annexed, I provided independent advice to the Employee on the terms and effect of the Compromise Agreement with Ben Sherman Limited (the “**Company**”) and in particular its effect on the Employee’s ability to pursue the Employee’s rights before an Employment Tribunal.
3. I am not employed by and not acting (and have not acted) in relation to this matter for the Company or any Associated Company.
4. When I gave the advice referred to above, there was in force a policy of insurance or an indemnity provided for members of a profession covering the Employee in respect of loss arising in consequence of the advice I have given.
5. I also warrant that the statements made in Clauses 13.1, 13.2 and 13.3 of the Agreement are true.

Signed \_\_\_\_\_ Dated \_\_\_\_\_

Name of Solicitor:

Firm:

Address:

FIRST AMENDMENT TO THE OXFORD INDUSTRIES, INC.  
DEFERRED COMPENSATION PLAN  
AS AMENDED AND RESTATED EFFECTIVE SEPTEMBER 1, 2010

WHEREAS, Oxford Industries, Inc. ("Oxford") sponsors the Oxford Industries, Inc. Deferred Compensation Plan, as amended and restated effective September 1, 2010 (the "Plan");

WHEREAS, pursuant to Section 9.1 of the Plan, the Board of Directors of Oxford (the "Board") has the authority to amend the Plan; and

WHEREAS, Oxford desires to amend the Plan to modify the rate of employer matching contributions available under the Plan.

NOW THEREFORE, Oxford, pursuant to the approval of the Board, hereby amends the Plan as follows effective as of January 1, 2011:

1. Article III. MATCHING CONTRIBUTIONS, is hereby amended to read as follows:

Unless otherwise determined by the Committee, Oxford shall credit the Account of each Eligible Employee who elects to defer the Minimum Deferral Amount for a Plan Year with a Matching Contribution equal to 4% of his or her Excess Compensation for such Plan Year.

IN WITNESS WHEREOF, the Board has caused this First Amendment to the Plan to be executed on the date set forth below.

OXFORD INDUSTRIES, INC.

By: /s/ Thomas C. Chubb III

Name: Thomas C. Chubb III

Title: President

Date: November 15, 2010

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**EARNOUT AGREEMENT**

**by and among**

**OXFORD INDUSTRIES, INC.,**

**SUGARTOWN WORLDWIDE, INC.,**

**SWI HOLDINGS, INC.,**

**and**

**THE SELLERS (AS IDENTIFIED HEREIN)**

**Dated as of December 21, 2010**

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## EARNOUT AGREEMENT

This **EARNOUT AGREEMENT** (this "Agreement") is made as of the 21<sup>st</sup> day of December, 2010, by and among OXFORD INDUSTRIES, INC., a Georgia corporation (the "Purchaser"); SUGARTOWN WORLDWIDE, INC., a Pennsylvania corporation (the "Company"); SWI HOLDINGS, INC., a Delaware corporation ("Holdco"); and the Persons listed under the heading "Sellers" on the signature pages hereto (the "Sellers"). The Purchaser, the Company, Holdco and the Sellers are sometimes individually referred to herein as a "Party" and collectively as the "Parties."

### WITNESSETH:

**WHEREAS**, the Purchaser, the Company, Holdco, and the Sellers entered into a Stock Purchase Agreement (the "Purchase Agreement"), dated as of the date hereof, pursuant to which Holdco agreed to sell to the Purchaser, and the Purchaser agreed to purchase from Holdco, all of the issued and outstanding capital stock of the Company on the terms and subject to the conditions set forth in the Purchase Agreement;

**WHEREAS**, pursuant to the Purchase Agreement, the Parties agreed to enter into this Agreement as a condition to the consummation of the transactions contemplated by the Purchase Agreement;

**NOW, THEREFORE**, in consideration of the premises and mutual promises contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending to be legally bound, hereby agree as follows:

1. DEFINITIONS. For purposes of this Agreement:

1.1. Certain Definitions. Any capitalized term used in this Agreement but not otherwise defined herein shall have the respective meaning ascribed to such term in the Purchase Agreement. The following terms shall have the following meanings:

1.1.1. "Acceptance Notice" shall have the meaning set forth in Section 2.3.

1.1.2. "Acquired Business" shall have the meaning set forth in Section 2.5.8.

1.1.3. "Additional Earnout Payment" shall have the meaning set forth in Section 2.2.

1.1.4. "Adjusted PBT" for an Earnout Year shall mean the EBIT for such Earnout Year less the applicable Capital Charge for such Earnout Year.

1.1.5. "Agreement" shall have the meaning set forth in the preamble.

1.1.6. "Arbitrator" shall have the meaning set forth in Section 2.3.

1.1.7. "Arbitrator Fees" shall have the meaning set forth in Section 2.3.

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1.1.8. “Basic Earmout Payment” and “Basic Earmout Payments” shall have the respective meanings set forth in Section 2.1.1.

1.1.9. “Capital Charge” for an Earmout Year shall mean the product of (a) the average of the month-end “Adjusted Net Assets” included in such Earmout Year (for purposes of clarity, Exhibit 1.1.9 sets forth the months-end in each Earmout Year) and (b) 0.12. Notwithstanding the foregoing, with respect to EY 2011 only, the “Capital Charge” otherwise determined for EY 2011 pursuant to the immediately preceding sentence shall be multiplied by the EY 2011 Fraction to determine finally the applicable Capital Charge for EY 2011. “Adjusted Net Assets” shall be determined in accordance with the guidelines set forth in Schedule 1.1.9 hereto.

1.1.10. “Change of Control of Purchaser” shall mean the effective time of a merger or similar consolidation of the Purchaser with one or more corporations as a result of which the holders of the Purchaser’s outstanding voting stock immediately prior to such merger or similar consolidation hold less than 50% of the voting stock of the surviving or resulting corporation.

1.1.11. “Consolidating Business” shall have the meaning set forth in Section 2.5.8.

1.1.12. “Company” shall have the meaning set forth in the preamble.

1.1.13. “Credit Facility” shall mean the Second Amended and Restated Credit Agreement, dated as of August 15, 2008, by and among the Purchaser and certain of its Subsidiaries (as defined therein), the domestic subsidiaries of the Borrowers (as defined therein) party thereto as Guarantors (as defined therein), the financial institutions party thereto as Lenders (as defined therein), the financial institutions party thereto as Issuing Banks (as defined therein), and SunTrust Bank as Administrative Agent, as amended, restated, supplemented or otherwise modified from time to time, or any successor or replacement agreement(s) whether by the same or any other agent, lender or group of lenders.

1.1.14. “Earmout Calculations” shall have the meaning set forth in Section 2.3.

1.1.15. “Earmout Payment” shall mean any Basic Earmout Payment and/or Additional Earmout Payment, as applicable.

1.1.16. “Earmout Year” shall mean, as the case may be, EY 2011, EY 2012, EY 2013 or EY 2014.

1.1.17. “EBIT” for an Earmout Year shall be equal to net after tax income of the Company calculated on a consolidated stand-alone basis without giving effect to the impact of any purchase price accounting adjustments under Financial Accounting Standards No. 141R required in connection with the transactions contemplated by this Agreement or the Purchase Agreement plus (a) state and federal income taxes included in such net after tax income plus (b) interest expense included in such net after tax income.

1.1.18. "EY 2011" shall mean the period beginning on 12:00 a.m., New York, New York, time, on the day immediately following the Closing Date and ending January 28, 2012, inclusive.

1.1.19. "EY 2011 Adjusted PBT" shall mean Adjusted PBT for EY 2011.

1.1.20. "EY 2011 Fraction" shall mean the fraction the numerator of which is the number of calendar days included in the time period commencing on the day immediately following the Closing Date and ending on January 28, 2012 (inclusive) and the denominator of which is 365.

1.1.21. "EY 2011 Target PBT" shall mean \$10,608,000.

1.1.22. "EY 2012" shall mean the period beginning January 29, 2012 and ending February 2, 2013, inclusive.

1.1.23. "EY 2012 Adjusted PBT" shall mean Adjusted PBT for EY 2012.

1.1.24. "EY 2012 Target PBT" shall mean \$13,223,000, as adjusted pursuant to Section 2.1.2.4 (if applicable).

1.1.25. "EY 2013" shall mean the period beginning February 3, 2013 and ending February 1, 2014, inclusive.

1.1.26. "EY 2013 Adjusted PBT" shall mean Adjusted PBT for EY 2013.

1.1.27. "EY 2013 Target PBT" shall mean \$16,100,000, as adjusted pursuant to Section 2.1.3.4 (if applicable).

1.1.28. "EY 2014" shall mean the period beginning February 2, 2014 and ending January 31, 2015, inclusive.

1.1.29. "EY 2014 Adjusted PBT" shall mean Adjusted PBT for EY 2014.

1.1.30. "EY 2014 Target PBT" shall mean \$20,347,000, as adjusted pursuant to Section 2.1.4.4 (if applicable).

1.1.31. "Four-Year Period" shall have the meaning set forth in Section 2.1.1.

1.1.32. "Four-Year Period Adjusted PBT" shall mean the sum of (a) the EY 2011 Adjusted PBT, (b) the EY 2012 Adjusted PBT, (c) the EY 2013 Adjusted PBT, and (d) the EY 2014 Adjusted PBT.

1.1.33. "Four-Year Period Target PBT" shall mean the sum of (a) the EY 2011 Target PBT, (b) the EY 2012 Target PBT (prior to any adjustment pursuant to Section 2.1.2.4), (c) the EY 2013 Target PBT (prior to any adjustment pursuant to Section 2.1.3.4), and (d) the EY 2014 Target PBT (prior to any adjustment pursuant to Section 2.1.4.4).

1.1.34. “GAAP” shall mean generally accepted accounting principles in the United States as applied consistently with the past practices of the Purchaser.

1.1.35. “Holdco” shall have the meaning set forth in the preamble.

1.1.36. “Indenture” shall mean the Indenture, dated as of June 30, 2009, by and among the Purchaser, the Subsidiary Guarantors (as defined therein) party thereto and U.S. Bank National Association, as Trustee, or any successor or replacement indenture(s) or financing agreement(s).

1.1.37. “Indemnification Payment” shall have the meaning set forth in Section 2.5.8.

1.1.38. “Objection Notice” shall have the meaning set forth in Section 2.3.

1.1.39. “Parties” and “Party” shall have the meaning set forth in the preamble.

1.1.40. “Purchase Agreement” shall have the meaning set forth in the recitals.

1.1.41. “Purchaser” shall have the meaning set forth in the preamble.

1.1.42. “Restrictions” shall have the meaning set forth in Section 2.4.2.

1.1.43. “Sellers” shall have the meaning set forth in the preamble.

1.2. Certain Matters of Construction. In addition to the definitions referred to or set forth in this Section 1 unless the context of this Agreement clearly requires otherwise, (a) references to the plural include the singular, and references to the singular include the plural, (b) references to any gender include the other genders, (c) the words “include,” “includes” and “including” do not limit the preceding terms or words and shall be deemed to be followed by the words “without limitation,” (d) the terms “hereof,” “herein,” “hereunder,” “hereto” and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement, (e) the terms “day” and “days” mean and refer to calendar day(s), (f) the terms “year” and “years” mean and refer to calendar year(s), and (g) all references in this Agreement to “dollars” or “\$” shall mean United States Dollars. Unless otherwise set forth herein, references in this Agreement to (i) any document, instrument or agreement (including this Agreement) (A) includes and incorporates all exhibits, schedules and other attachments thereto, (B) includes all documents, instruments or agreements issued or executed in replacement thereof and (C) means such document, instrument or agreement, or replacement or predecessor thereto, as amended, modified or supplemented from time to time in accordance with its terms and in effect at any given time, and (ii) a particular law means such law as amended, modified, supplemented or succeeded, from time to time and in effect at any given time. All Article, Section, Exhibit and Schedule references herein are to Articles, Sections, Exhibits and Schedules of this Agreement, unless otherwise specified. This Agreement shall not be construed as if prepared by one of the Parties, but rather according to its fair meaning as a whole, as if all Parties had prepared it. All accounting terms not specifically defined herein shall be construed in accordance with GAAP.

## 2. EARNOUT PAYMENTS.

### 2.1. Basic Earnout Payment.

2.1.1. Generally. The Purchaser and the Company, jointly and severally, will pay Holdco certain payments with respect to each of EY 2011, EY 2012, EY 2013, and EY 2014 (collectively, the “Four-Year Period”), in each case, subject to the review and dispute procedures set forth in Section 2.3, based on the achievement of the performance targets for the applicable periods specified below. A payment earned in accordance with this Section 2.1 with respect to any of EY 2011, EY 2012, EY 2013, and EY 2014 shall be referred to herein as a “Basic Earnout Payment” and such payments shall be referred to herein, collectively, as the “Basic Earnout Payments.” Notwithstanding anything contained in this Section 2.1 to the contrary, the maximum Basic Earnout Payment with respect to any single Earnout Year shall not exceed Two Million Five Hundred Thousand Dollars (\$2,500,000) and the aggregate Basic Earnout Payments earned by Holdco with respect to the entire Four-Year Period shall not, in the aggregate, exceed Ten Million Dollars (\$10,000,000).

#### 2.1.2. EY 2011 Basic Earnout Payment.

2.1.2.1 If the EY 2011 Adjusted PBT is equal to or less than 85% of the EY 2011 Target PBT, then no Basic Earnout Payment will be earned with respect to EY 2011.

2.1.2.2 If the EY 2011 Adjusted PBT is greater than 85% of the EY 2011 Target PBT but less than 100% of the EY 2011 Target PBT, then a Basic Earnout Payment payable to Holdco, in accordance with Section 2.3 and Section 2.4, in the following total amount will be earned with respect to EY 2011: \$2,500,000 multiplied by a fraction (a) the numerator of which shall be (i) the EY 2011 Adjusted PBT minus (ii) the product of (A) the EY 2011 Target PBT multiplied by (B) 0.85 and (b) the denominator of which shall be the product of (i) the EY 2011 Target PBT multiplied by (ii) 0.15.

2.1.2.3 If the EY 2011 Adjusted PBT is greater than or equal to 100% of the EY 2011 Target PBT, then a Basic Earnout Payment payable to Holdco, in accordance with Section 2.3 and Section 2.4, in the total amount of \$2,500,000 will be earned with respect to EY 2011.

2.1.2.4 If the EY 2011 Adjusted PBT is less than the EY 2011 Target PBT, then the EY 2012 Target PBT shall be increased by the amount by which the EY 2011 Adjusted PBT is less than the EY 2011 Target PBT. If the EY 2011 Adjusted PBT is greater than the EY 2011 Target PBT, then the EY 2012 Target PBT shall be decreased by an amount equal to the lesser of (a) the amount by which the EY 2011 Adjusted PBT is greater than the EY 2011 Target PBT and (b) the amount equal to the EY 2012 Target PBT prior to any adjustment pursuant to this Section 2.1.2.4.

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#### 2.1.3. EY 2012 Basic Earnout Payment.

2.1.3.1 If the EY 2012 Adjusted PBT is equal to or less than 85% of the EY 2012 Target PBT, then no Basic Earnout Payment will be earned with respect to EY 2012.

2.1.3.2 If the EY 2012 Adjusted PBT is greater than 85% of the EY 2012 Target PBT but less than 100% of the EY 2012 Target PBT, then a Basic Earnout Payment payable to Holdco, in accordance with Section 2.3 and Section 2.4, in the following total amount will be earned with respect to EY 2012: \$2,500,000 multiplied by a fraction (a) the numerator of which shall be (i) the EY 2012 Adjusted PBT minus (ii) the product of (A) the EY 2012 Target PBT multiplied by (B) 0.85 and (b) the denominator of which shall be the product of (i) the EY 2012 Target PBT multiplied by (ii) 0.15.

2.1.3.3 If the EY 2012 Adjusted PBT is greater than or equal to 100% of the EY 2012 Target PBT, then a Basic Earnout Payment payable to Holdco, in accordance with Section 2.3 and Section 2.4, in the total amount of \$2,500,000 will be earned with respect to EY 2012.

2.1.3.4 If the EY 2012 Adjusted PBT is less than the EY 2012 Target PBT, then the EY 2013 Target PBT shall be increased by the amount by which the EY 2012 Adjusted PBT is less than the EY 2012 Target PBT. If the EY 2012 Adjusted PBT is greater than the EY 2012 Target PBT, then the EY 2013 Target PBT shall be decreased by an amount equal to the lesser of (a) the amount by which the EY 2012 Adjusted PBT is greater than the EY 2012 Target PBT and (b) the amount equal to the EY 2013 Target PBT prior to any adjustment pursuant to this Section 2.1.3.4.

#### 2.1.4. EY 2013 Basic Earnout Payment.

2.1.4.1 If the EY 2013 Adjusted PBT is equal to or less than 85% of the EY 2013 Target PBT, then no Basic Earnout Payment will be earned with respect to EY 2013.

2.1.4.2 If the EY 2013 Adjusted PBT is greater than 85% of the EY 2013 Target PBT but less than 100% of the EY 2013 Target PBT, then a Basic Earnout Payment payable to Holdco, in accordance with Section 2.3 and Section 2.4, in the following total amount will be earned with respect to EY 2013: \$2,500,000 multiplied by a fraction (a) the numerator of which shall be (i) the EY 2013 Adjusted PBT minus (ii) the product of (A) the EY 2013 Target PBT multiplied by (B) 0.85 and (b) the denominator of which shall be the product of (i) EY 2013 Target PBT multiplied by (ii) 0.15.

2.1.4.3 If the EY 2013 Adjusted PBT is greater than or equal to 100% of the EY 2013 Target PBT, then a Basic Earnout Payment payable to Holdco, in accordance with Section 2.3 and Section 2.4, in the total amount of \$2,500,000 will be earned with respect to EY 2013.



2.1.4.4 If the EY 2013 Adjusted PBT is less than the EY 2013 Target PBT, then the EY 2014 Target PBT shall be increased by the amount by which the EY 2013 Adjusted PBT is less than the EY 2013 Target PBT. If the EY 2013 Adjusted PBT is greater than the EY 2013 Target PBT, then the EY 2014 Target PBT shall be decreased by an amount equal to the lesser of (a) the amount by which the EY 2013 Adjusted PBT is greater than the EY 2013 Target PBT and (b) the amount equal to the EY 2014 Target PBT prior to any adjustment pursuant to this Section 2.1.4.4.

2.1.5. EY 2014 Basic Earnout Payment.

2.1.5.1 If the EY 2014 Adjusted PBT is equal to or less than 85% of the EY 2014 Target PBT, then no Basic Earnout Payment will be earned with respect to EY 2014.

2.1.5.2 If the EY 2014 Adjusted PBT is greater than 85% of the EY 2014 Target PBT but less than 100% of the EY 2014 Target PBT, then a Basic Earnout Payment payable to Holdco, in accordance with Section 2.3 and Section 2.4, in the following total amount will be earned with respect to EY 2014: \$2,500,000 multiplied by a fraction (a) the numerator of which shall be (i) the EY 2014 Adjusted PBT minus (ii) the product of (A) the EY 2014 Target PBT multiplied by (B) 0.85 and (b) the denominator of which shall be the product of (i) the EY 2014 Target PBT multiplied by (ii) 0.15.

2.1.5.3 If the EY 2014 Adjusted PBT is greater than or equal to 100% of the EY 2014 Target PBT, then a Basic Earnout Payment payable to Holdco, in accordance with Section 2.3 and Section 2.4, in the total amount of \$2,500,000 will be earned with respect to EY 2014.

2.2. Additional Earnout Payment. The Purchaser and the Company, jointly and severally, will pay Holdco an additional amount of up to Ten Million Dollars (\$10,000,000) (the "Additional Earnout Payment") with respect to the Four-Year Period, subject to the review and dispute procedures set forth in Section 2.3, based on the achievement of the following performance targets for the Four-Year Period:

2.2.1. If the Four-Year Period Adjusted PBT is equal to or less than 85% of the Four-Year Period Target PBT, then no Additional Earnout Payment will be earned.

2.2.2. If the Four-Year Period Adjusted PBT is greater than 85% of the Four-Year Period Target PBT but less than 100% of the Four-Year Period Target PBT, then an Additional Earnout Payment payable to Holdco, in accordance with Section 2.3 and Section 2.4, in the following total amount will be earned with respect to the Four-Year Period: \$10,000,000 multiplied by a fraction (a) the numerator of which shall be (i) the Four-Year Period Adjusted PBT minus (ii) the product of (A) the Four-Year Period Target PBT multiplied by (B) 0.85 and (b) the denominator of which shall be the product of (i) Four-Year Period Target PBT multiplied by (ii) 0.15.

2.2.3. If the Four-Year Period Adjusted PBT is greater than or equal to 100% of the Four-Year Period Target PBT, then the Purchaser shall pay Holdco an Additional Earnout Payment equal to \$10,000,000.

2.3. Review, Dispute and Payment Procedures. Within ninety (90) days after the end of each Earnout Year, the Purchaser shall submit to Holdco in writing the proposed calculations necessary to determine the Basic Earnout Payment for the most recently ended Earnout Year and, in addition, with respect to EY 2014, the Additional Earnout Payment (collectively, the "Earnout Calculations"), together with the monthly income statements and monthly balance sheets of the Company and Capital Charge calculations for such Earnout Year. The Purchaser and the Company shall give Holdco such access during normal business hours to the books and records of the Company as Holdco shall reasonably request in order to evaluate such Earnout Calculations. If Holdco objects to any of the Earnout Calculations within thirty (30) days after delivery thereof, Holdco will deliver to the Purchaser a notice of objection (an "Objection Notice") with respect to such Earnout Calculations. If no Objection Notice is delivered to the Purchaser within such thirty (30) day period or if Holdco delivers to the Purchaser a notice of acceptance of such calculations (the "Acceptance Notice"), the applicable Earnout Calculations for such Earnout Year shall be final and binding, and any Earnout Payment shall be paid to Holdco by the Purchaser in accordance with, but subject to, Section 2.4 within ten (10) Business Days after the earlier of (a) the expiration of such thirty (30) day period or (b) the date the Acceptance Notice is delivered to the Purchaser, as the case may be. If an Objection Notice is given, the Purchaser and Holdco shall attempt in good faith to resolve the objection. If the Purchaser and Holdco are unable to reach agreement within twenty (20) days after an Objection Notice has been delivered to the Purchaser, the Parties shall submit their final calculations of the items in dispute to the Arbitrator as soon as practical following the end of such twenty (20) day period, but in any event within thirty-five (35) days after the later of (a) such twenty (20) day period or (b) the selection of the Arbitrator. As used herein, the term "Arbitrator" shall mean the St. Louis, Missouri office of Deloitte LLP, or in the event such accounting firm is unable or unwilling to take such assignment, a nationally recognized independent accounting firm agreed upon by the Purchaser and Holdco or, failing such agreement within thirty-five (35) days after an Objection Notice has been delivered to the Purchaser, then upon the written request of either the Purchaser or Holdco, such nationally recognized independent accounting firm selected by the CPR in accordance with the CPR Rules for Non-Administered Arbitration. The Purchaser and Holdco shall instruct the Arbitrator to make a final determination of such Earnout Calculation based solely on the items that are in dispute and that, in resolving such items in dispute in such Earnout Calculation, the Arbitrator shall not assign to any item in dispute a value that is (A) greater than the greatest value for such item assigned by the Purchaser, on the one hand, or Holdco, on the other hand, or (B) less than the smallest value for such item assigned by the Purchaser, on the one hand, or Holdco, on the other hand. The Arbitrator shall be instructed to use commercially reasonable best efforts to complete its work within thirty (30) days following its engagement. The resolution of the dispute by the Arbitrator will be final and binding on the Parties. The fees, costs and expenses of the Arbitrator (collectively, the "Arbitrator Fees") (1) shall be borne by the Purchaser in the proportion that the aggregate dollar amount of all such disputed items so submitted that are unsuccessfully disputed by the Purchaser (as finally determined by the Arbitrator) bears to the aggregate dollar amount of such items so submitted and (2) shall be borne by Holdco in the proportion that the aggregate dollar amount of such disputed items so submitted that are successfully disputed by the Purchaser (as finally

determined by the Arbitrator) bears to the aggregate dollar amount of all such items so submitted. Notwithstanding the foregoing, if the Arbitrator requires an advance payment of the Arbitrator Fees, the Purchaser, on the one hand, and Holdco, on the other hand, shall each be responsible for one-half of such advance payment of Arbitrator Fees and following the final determination of the Earnout Calculations by the Arbitrator, the Arbitrator Fees payable by the Purchaser and Holdco shall be adjusted in accordance with the immediately preceding sentence. Within ten (10) Business Days after the final determination of the Earnout Calculations by the Arbitrator, the Purchaser shall pay, in accordance with, but subject to, Section 2.4, to Holdco any Earnout Payment which is payable hereunder. Holdco acknowledges that receipt of the applicable Adjusted PBT for any Earnout Year, to the extent not already disclosed to the public, may constitute receipt of material, non-public information concerning the Purchaser or its Affiliates. To the extent such information constitutes material, non-public information concerning the Purchaser or its Affiliates, Holdco and each Seller acknowledges that it is prohibited from (a) purchasing or selling securities of the Purchaser until such information is disclosed to the public and (b) communicating such information to any other Person under circumstances in which it is reasonably foreseeable that such Person is likely to purchase or sell securities of the Purchaser until such information is disclosed to the public. The determination of Adjusted PBT for any Earnout Year pursuant to this Section 2.3 shall be final and binding with respect to Adjusted PBT for such Earnout Year for purposes of any subsequent Earnout Calculations.

2.4. Payment and Restrictions.

2.4.1. Payment; Allocation. Notwithstanding anything herein to the contrary, each Earnout Payment shall be paid in accordance with the instructions set forth in Exhibit 2.4.1. Upon such payment to Holdco, the Purchaser shall be fully released and discharged of any obligations with respect to such Earnout Payment.

2.4.2. Restrictions on Payment of Earnout Payments. Notwithstanding anything to the contrary herein, the Purchaser shall not be required to pay any portion of any Earnout Payment at the time required by Section 2.3 if such payment is restricted (the "Restrictions") due to a default under the Credit Facility or the Indenture (or such payment would otherwise result in a default under the Credit Facility or the Indenture). The Purchaser shall notify Holdco as soon as is reasonably practicable after the Purchaser becomes aware of circumstances that would permit non-payment of any Earnout Payment pursuant to this Section 2.4.2. If payment of any portion of an Earnout Payment is withheld pursuant to this Section 2.4.2, then simple interest will accrue on the unpaid balance at the rate of 3.5% per annum from the date such payment is due until the date such payment is made and the Purchaser will use commercially reasonable efforts to make such payment as soon as the Restrictions are no longer applicable. The Parties agree that payment of an Earnout Payment that is due and payable pursuant to Section 2.3, as applicable, shall have priority and be paid prior to any dividend to the Purchaser's shareholders (other than any dividend that has been declared in the Ordinary Course prior to the date payment of such Earnout Payment is due). Following any Change of Control of Purchaser, this Section 2.4.2 shall not be applicable.

2.4.3. Offset. The Purchaser shall have the right to offset from any Earnout Payment then due and payable to Holdco (a) up to the full amount due and payable to the



Purchaser for any Working Capital Deficit pursuant to Section 3.7(f)(i) of the Purchase Agreement and (b) for any indemnification claims for Purchaser Losses pursuant to Section 11.1 of the Purchase Agreement. The offset rights of the Purchaser pursuant to this Section 2.4.3 shall be in addition to any rights of the Purchaser pursuant to the Escrow Agreement.

2.4.4. Tax Treatment. The payment of any Earnout Payment shall be treated as an adjustment to the purchase price paid for the Shares pursuant to the Purchase Agreement for tax purposes, except as required by Section 483 of the Code.

2.5. Operating and Accounting Procedures of the Company.

2.5.1. Generally. The guidelines and rules set forth in this Section 2.5 shall be used in calculating the Adjusted PBT and the Earnout Payments. The Purchaser shall use its commercially reasonable efforts to provide the Company with sufficient liquidity in order to make the capital expenditures contemplated in the agreed-upon budgets of the Company. Until the date on which the Earnout Calculations for EY 2014 and the Additional Earnout Payment become final and binding on the Parties in accordance with the terms of this Agreement, the Purchaser will not intentionally take, and will not intentionally permit the Company to take, any actions with respect to any accounting books, records, policies or procedures on which the Earnout Calculations are to be based, or from which it is to be derived, for the intent of materially impeding or delaying, or otherwise intentionally making unavailable information required for, the determination of the Earnout Calculations in accordance with the terms of this Agreement. Notwithstanding anything to the contrary herein, nothing contained in this Agreement shall be construed to restrict in any way management of the Purchaser from operating its businesses (including the business of the Company) in the manner which the Purchaser's management and board of directors, acting in good faith and without taking into consideration the obligation to make the Earnout Payments hereunder, deem most beneficial for the Purchaser and the Purchaser's shareholders.

2.5.2. Accounting Standards. Unless otherwise agreed to in writing by the Parties, all financial statements of the Company for all times from and after the Closing shall be prepared in accordance with GAAP in a manner such that Adjusted PBT and any Earnout Payment will be reasonably determinable pursuant to the terms of this Agreement. All matters relating to the calculation of Adjusted PBT and any Earnout Payment (including the determination with respect to capitalization or expense of various items and related depreciation or amortization periods, reserve methods for accounts receivable and inventory, and the treatment of other unusual or extraordinary items) shall be determined in accordance with GAAP.

2.5.3. Corporate Administrative Charges. Throughout the Four-Year Period, intercompany charges for services provided by the Purchaser or any of its other Affiliates to the Company will be at rates determined in a manner consistent with the determination of rates for intercompany charges for services provided to the other operating units of the Purchaser; provided, however, in no event will the intercompany charges (including transfer prices) in the aggregate for those services provided by Purchaser (or any of its other Affiliates) to the Company as a substitute for services otherwise received by the Company prior to the Closing exceed the then current market rates for arms-length transactions which third parties may charge

in the aggregate for such substitute services. The Company will not be charged for any “general corporate administrative” charge during the Four-Year Period nor will the Company be charged for any Earnout Payment made to Holdco pursuant to the terms of this Agreement.

2.5.4. Management of Company. Following the Closing, the Company will be subject to all policies, procedures, and requirements applicable to the Purchaser’s operating units, as communicated to the Company by the Purchaser from time to time. The Purchaser shall have the sole and absolute right to make any and all business decisions related to the Company, including with respect to opening new stores; wholesale distribution, including establishing new wholesale accounts and entering into new “signature store” agreements; product sourcing plans; minimum standards for business partners; product pricing plans; licensing activities; acquisitions; pricing; capital expenditures; changes in salaries and benefits; budgets and other business practices.

2.5.5. Business Practices. Unless the Company has received prior written authorization from the Purchaser, the Company shall not accelerate or delay the recognition of revenue or expense or delay investment in working or fixed capital, but shall account for such items on a basis consistent with the Company’s past practices. If any such acceleration, deferral, or change occurs (without written authorization of the Purchaser), Adjusted PBT will be adjusted to negate the effects thereof.

2.5.6. Internal Controls. The Company shall be subject to a system of internal accounting controls consistent with the system of internal accounting controls applicable to the Purchaser as in effect from time to time and communicated to the Company by the Purchaser.

2.5.7. Changes in GAAP. Any changes in GAAP accounting rules from and after the date hereof shall not affect the calculation of any Earnout Payment. The Parties shall use the GAAP rules, regulations and standards in effect as of the date hereof as a basis for calculation of any Earnout Payment.

2.5.8. Indemnification Payments. To the extent the Purchaser actually receives payment (the “Indemnification Payment”) from the Sellers or Holdco pursuant to Article IX of the Purchase Agreement for any Purchaser Loss that would reduce EBIT for an Earnout Year, neither the Indemnification Payment nor the portion of such Purchaser Loss that is covered by such Indemnification Payment shall be included in the calculation of such EBIT.

2.5.9. Acquisitions or Sale of the Company. Nothing in this Agreement shall be interpreted as a restriction or limitation on the Purchaser’s and its Affiliates’ right and ability (a) to acquire by purchase, exchange, or otherwise, any other Person, whether or not engaged in a business similar or related to the Company (an “Acquired Business”), or (b) to sell all or any shares of capital stock of the Company, to sell all or any of the assets of the Company, or to merge (or to cause the Company to merge) with another Person (such other Person, a “Consolidating Business”). Neither Holdco nor any of its shareholders shall have any rights or interests in or relating to any Acquired Business or any Consolidating Business. The Purchaser shall account for any Acquired Business or Consolidating Business separate from the Company such that the calculation of the Adjusted PBT and any Earnout Payment (i) will in no way be affected by such Acquired Business or Consolidating Business and (ii) will continue to be

reasonably determinable pursuant to the terms of this Agreement. In the event that the Purchaser shall sell, or cause the sale of, all or substantially all of the assets or capital stock of the Company prior to end of the Four-Year Period, the Purchaser shall make the assumption of the Purchaser's obligations under this Agreement by such purchaser a condition to the closing of such transaction. Such assumption shall be in writing and within five (5) Business Days after the closing of such transaction, the Purchaser shall deliver to Holdco a copy of such assumption.

2.6. Transfer of Holdco Shares. Each Seller agrees and acknowledges that it may not sell, transfer or assign such Seller's right, title or interest in and to its shares of capital stock in Holdco, except that a Seller may sell, transfer or assign such Seller's right, title or interest in and to some but not all of its shares of capital stock in Holdco to an immediate family member of such Seller or to a trust all beneficiaries of which are the Seller or an immediate family member of such Seller (or a combination thereof), until the date on which both the Eamout Payment for EY 2014 and the Additional Eamout Payment are finally determined pursuant to the terms of this Agreement.

2.7. Certain Acknowledgements. Holdco agrees and acknowledges that the right to receive the Eamout Payments, if any, pursuant to this Agreement: (a) is an integral part of the total consideration for the acquisition of the Company and not an investment; (b) does not represent an ownership interest in the Purchaser or any of its Affiliates; (c) does not carry voting, dividend or liquidation rights; (d) is not represented by any form of certificate or instrument; and (e) shall not be assignable or transferable (other than by testamentary disposition or the laws of intestacy or as provided in Section 3.4).

### 3. MISCELLANEOUS.

3.1. Seller Representative. The appointment and removal of Holdco as Seller Representative, as well as the authority of the Purchaser to rely on the consent and approval of Holdco, shall be governed by Section 10.14 of the Purchase Agreement.

3.2. Integration. This Agreement and the documents executed pursuant hereto supersede all negotiations, agreements and understandings among the Parties with respect to the subject matter hereof and constitute the entire agreement of the Parties with respect thereto.

3.3. Waiver. Any agreement on the part of a Party to any extension or waiver of any provision hereof shall be valid only if set forth in an instrument in writing signed on behalf of such Party. A waiver by a Party of the performance of any covenant, agreement, obligation, condition, representation or warranty shall not be construed as a waiver of any other covenant, agreement, obligation, condition, representation or warranty. A waiver by any Party of the performance of any act shall not constitute a waiver of the performance of any other act or an identical act required to be performed at a later time.

3.4. Severability. Any provision hereof that is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision

in any other jurisdiction. To the extent permitted by law, each Party hereby waives any provision of law that renders any such provision prohibited or unenforceable in any respect.

3.5. Assignment; Successors in Interest. No assignment or transfer by any Party of such Party's rights and obligations hereunder shall be made except with the prior written consent of the other Parties. Notwithstanding the foregoing, the Purchaser shall, without the obligation to obtain the prior written consent of Holdco, be entitled to assign this Agreement or all or any part of its rights or obligations hereunder to (i) one or more Affiliates of the Purchaser; provided, however, that, any such assignment shall not relieve the Purchaser of its obligations under this Agreement should any of the Purchaser's Affiliates fail to perform its obligations hereunder; and (ii) any purchaser of all or substantially all of the assets or capital stock of the Company, provided that such purchaser assumes, in writing, all of the Purchaser's obligations under this Agreement and a copy of such written assumption is delivered to Holdco as provided in Section 2.5.8. Notwithstanding anything to the contrary in this Agreement, Holdco, without the obligation to obtain the prior written consent of the Purchaser or the Company, may assign its rights to receive payment of any Earnout Payment to any of Holdco's shareholders. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and permitted assigns, and any reference to a Party shall also be a reference to the successors and permitted assigns thereof.

3.6. Notices. All notices, communications and deliveries required or made hereunder must be made in writing signed by or on behalf of a party hereto making the same and shall be delivered personally or by a national overnight courier service or by registered or certified mail (return receipt requested) (with postage and other fees prepaid) as follows:

To the Purchaser:

Oxford Industries, Inc.  
222 Piedmont Avenue, N.E.  
Atlanta, Georgia 30308-3391  
Attn: General Counsel

with a copy to (which copy shall not constitute notice):

King & Spalding LLP  
1180 Peachtree Street  
Atlanta, GA 30309  
Attn: Russell B. Richards  
Rahul Patel

To Holdco:

SWI Holdings, Inc.  
c/o PHS Corporate Services, Inc.  
1313 N. Market Street, Suite 5100  
Wilmington, DE 19801

with a copy to (which copy shall not constitute notice)

Pepper Hamilton LLP  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, PA 19103  
Attn: Barry M. Abelson

To Sellers:

Attn: SWI Holdings, Inc.  
c/o PHS Corporate Services, Inc.  
1313 N. Market Street, Suite 5100  
Wilmington, DE 19801

with a copy to (which copy  
shall not constitute notice)

Pepper Hamilton LLP  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, PA 19103  
Attn: Barry M. Abelson

or to such other representative or at such other address of a Party as such Party may furnish to the other Parties in writing. Any such notice, communication or delivery shall be deemed given or made (a) on the date of delivery, if delivered in person, (b) on the first Business Day following timely delivery to a national overnight courier service or (c) on the third Business Day following it being mailed by registered or certified mail.

3.7. Captions. The titles, captions and table of contents contained herein are inserted herein only as a matter of convenience and for reference and in no way define, limit, extend or describe the scope of this Agreement or the intent of any provision hereof.

3.8. Enforcement of Certain Rights. Nothing expressed or implied herein is intended, or shall be construed, to confer upon or give any Person other than the Parties, and their respective successors or permitted assigns, any right, remedy, obligation or liability under or by reason of this Agreement, or result in such Person being deemed a third-party beneficiary hereof.

3.9. Counterparts. This Agreement may be executed and delivered in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

3.10. Controlling Law; Amendment. This Agreement shall be governed by and construed and enforced in accordance with the internal Laws of the State of New York without reference to its choice of law rules (other than Section 5-1401 of the General Obligations Law of the State of New York). This Agreement may not be amended, modified or supplemented except by written agreement of the Parties.

3.11. Dispute Resolution. Any dispute between or among the Parties arising out of or related to this Agreement or the breach thereof shall be finally settled by the Arbitrator in accordance with Section 2.3. Judgment on any award rendered by the Arbitrator may be entered in the state courts of the State of New York located in New York County or the United States District Court for the Southern District of New York having jurisdiction. The award rendered by the Arbitrator shall be final and binding on the Parties and not subject to further appeal. Each Party hereby agrees that any legal proceeding instituted to enforce an arbitration award hereunder will be brought in the state courts of the State of New York located in New York

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County or the United States District Court for the Southern District of New York, and hereby submits to personal jurisdiction therein and irrevocably waives, to the fullest extent permitted by law, any objection that it may now or hereafter have as to venue therein, and further agrees not to plead or claim in any such court that any such proceeding has been brought in an inconvenient forum.

**[Signature pages follow]**

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IN WITNESS WHEREOF, the Parties, intending to be legally bound hereby, have caused this Agreement to be executed, as of the date first above written by their respective officers thereunto duly authorized.

PURCHASER:

OXFORD INDUSTRIES, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

COMPANY:

SUGARTOWN WORLDWIDE, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

HOLDCO:

SWI HOLDINGS, INC.

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

SELLERS:

\_\_\_\_\_  
Scott A. Beaumont

\_\_\_\_\_  
James B. Bradbeer, Jr.

TRUST UNDER DEED OF SCOTT A. BEAUMONT, DATED JULY 17, 2002

By: \_\_\_\_\_  
Name: Judith A. Beaumont  
Title: Trustee

*Signature Page to Earnout Agreement*

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GST TRUST UNDER DEED OF SCOTT A. BEAUMONT, DATED JULY 18,  
2007

By: \_\_\_\_\_  
Name: Judith A. Beaumont  
Title: Trustee

REBECCA H. BRADBEER GRANTOR TRUST

By: \_\_\_\_\_  
Name: James B. Bradbeer, Jr.  
Title: Trustee

TRUST UNDER DEED OF JAMES B. BRADBEER, JR., DATED JULY 17,  
2002

By: \_\_\_\_\_  
Name: Carol H. Bradbeer  
Title: Trustee

*Signature Page to Earnout Agreement*

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**SCHEDULE 1.1.9**

**Capital Charge Guidelines**

“Adjusted Net Assets” for any month-end period shall be equal to the total assets of the Company (excluding cash and tax assets) minus (a) non-interest bearing current liabilities (other than tax liabilities and deferred rent) minus (b) deferred liabilities associated with tenant improvement allowances for real property leases entered into by the Company after the date hereof. For purpose of this determination, all items of Adjusted Net Assets shall be calculated without giving effect to the impact of any purchase price accounting adjustments under Financial Accounting Standards No. 141R required in connection with the transactions contemplated by this Agreement or the Purchase Agreement.

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**EXHIBIT 1.1.9**

**Earnout Year Month Ends**

**EY 2011**

January 1, 2011  
January 29, 2011  
February 26, 2011  
April 2, 2011  
April 30, 2011  
May 28, 2011  
July 2, 2011  
July 30, 2011  
August 27, 2011  
October 1, 2011  
October 29, 2011  
November 26, 2011  
December 31, 2011  
January 28, 2012

**EY 2012**

February 25, 2012  
March 31, 2012  
April 28, 2012  
May 26, 2012  
June 30, 2012  
July 28, 2012  
August 25, 2012  
September 29, 2012  
October 27, 2012  
November 24, 2012  
December 29, 2012  
February 2, 2013

**EY 2013**

March 2, 2013  
April 6, 2013  
May 4, 2013  
June 1, 2013  
July 6, 2013  
August 3, 2013  
August 31, 2013  
October 5, 2013  
November 2, 2013

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December 30, 2013  
January 4, 2013  
February 1, 2014

**EY 2014**

March 1, 2014  
April 5, 2014  
May 3, 2014  
May 31, 2014  
July 5, 2014  
August 2, 2014  
August 30, 2014  
October 4, 2014  
November 1, 2014  
November 29, 2014  
January 3, 2015  
January 31, 2015

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**EXHIBIT 2.4.1**

**Payment: Allocation**

Unless otherwise specified by Holdco, 100% of the Earnout Payment payable to Holdco pursuant to the Agreement shall be paid to Holdco in immediately available funds.

Holdco shall have the option, but not the obligation, to have up to 5% (as determined by Holdco in its sole discretion) of any Earnout Payment payable to it pursuant to the Agreement remitted to the Company as funding to the Company to be paid to certain of its employees as determined by Holdco, in its sole discretion, pursuant an applicable employee bonus plan the form and substantive of which shall be reasonably acceptable to the Purchaser. Any such bonus payments shall be subject to applicable Law.

To the extent Holdco has elected to have a portion of the Earnout Payment payable to it pursuant to the Agreement remitted to the Company for such funding, the Purchaser shall remit to the Company such amount of such Earnout Payment as may be designated by Holdco and the balance thereof shall be paid to Holdco in immediately available funds.

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**EMPLOYMENT AGREEMENT**

**THIS EMPLOYMENT AGREEMENT** ("**Agreement**") is made and entered into as of the 21st day of December, 2010 (the "**Effective Date**"), by and between Sugartown Worldwide, Inc., a Pennsylvania corporation (the "**Company**"), and Scott A. Beaumont, a resident of the Commonwealth of Pennsylvania ("**Employee**").

**RECITALS**

The Company desires to employ Employee and to have the benefit of his skills and services, and Employee desires to accept employment with the Company, on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the mutual promises, terms, covenants and conditions set forth herein, and the performance of each, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto, intending legally to be bound, agree as follows:

**AGREEMENTS**

1. **Employment; Term.** The term of this Agreement shall begin on the Effective Date and continue through January 31, 2015 or until terminated pursuant to Section 6 of this Agreement (the "**Term**").
  2. **Duties.** Employee shall be employed by the Company to serve as the Chief Executive Officer of the Lilly Pulitzer Group (the "**Lilly Pulitzer Group**"), which is an operating group of the Company's parent, Oxford Industries, Inc. ("**Oxford**"), and shall have such responsibilities, duties and authorities consistent with an Employee at his level as are assigned to him by the Company's parent Oxford through the President of Oxford. Employee shall fulfill his duties and responsibilities in a reasonable and appropriate manner and in compliance with the Company's policies and the laws and regulations that apply to the Company's operation and administration. Other than during any vacation, sick or personal time provided to Employee, Employee shall devote his full business time and attention to the business and affairs of the Company and shall not be engaged in, or employed by, any other business enterprise; provided, however, that notwithstanding the foregoing, it shall not be a violation of this Agreement for Employee to (A) serve, with the consent of the Executive Committee of the Oxford Board of Directors consistent with Oxford's conflict of interest and business ethics policy, on boards, committees or similar bodies of any entity subject to compliance with Section 7 hereof, (B) serve or participate on the boards, committees or similar bodies of the entities listed on Exhibit A hereto, and as an officer of the entity listed therein to the extent disclosed therein, the service and participation of which has received the requisite consent from Oxford, and/or (C) manage Employee's personal affairs and investments. Employee will be based at the headquarters of the
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Lilly Pulitzer Group in or around Philadelphia, Pennsylvania. Employee will be required to travel (domestically and/or internationally) from time to time in the performance of his duties.

3. **Compensation.** For all services rendered by Employee, the Company shall compensate Employee as follows:

(a) *Base Salary.* Employee shall receive a base salary (the "Base Salary") at the annualized rate of (i) THREE HUNDRED TWENTY THOUSAND DOLLARS (\$320,000.00) for the period commencing on the Effective Date and continuing through December 31, 2010, (ii) FOUR HUNDRED THOUSAND DOLLARS (\$400,000.00) for the period commencing on January 1, 2011 and continuing through December 31, 2011 and (iii) FOUR HUNDRED FIFTY THOUSAND DOLLARS (\$450,000.00) for the period commencing on January 1, 2012 through the end of the Term. The Base Salary shall be payable, less applicable withholdings, in reasonable periodic installments in accordance with the Company's regular payroll practices in effect from time to time, but not less frequently than twice monthly.

(b) *Additional Compensation.* Beginning after the first anniversary of the Effective Date, at the sole discretion of the Company, in addition to the Base Salary, Employee may be eligible to receive cash and/or equity bonus compensation in accordance with bonus opportunities established by the Company, in its sole discretion. For purposes of clarity, the Company has no current plans and no obligation to pay any bonus pursuant to this paragraph 3(b).

4. **Other Benefits.**

(a) *Expense Reimbursement.* The Company shall reimburse Employee for (or, at the Company's option, pay) all reasonable business travel and other out of pocket expenses reasonably incurred or paid by Employee in connection with, or related to, the performance of Employee's duties, responsibilities or services under this Agreement in accordance with the applicable policies of the Company and its affiliates during the Term. All reimbursable expenses shall be appropriately documented in reasonable detail by Employee upon submission of any request for reimbursement, and in a format and manner consistent with the Company's expense reporting policy applicable to employees of the Company at the level of Employee's position, as well as applicable federal and state tax record keeping requirements. All such reimbursements will be made in any event no later than the last day of Employee's taxable year following the taxable year in which the expense was incurred. The expenses reimbursed by the Company during any taxable year of Employee will not affect the expenses reimbursed by the Company in another taxable year. Further, this right to reimbursement is not subject to liquidation or exchange for another benefit.

(b) *Participation in Employee Benefits Plans.* During the Term, the Employee is entitled to participate in the health, hospitalization, major medical,

dental, life and long term disability insurance coverage generally consistent with that provided by the Company to other senior executives of the Lilly Pulitzer Group pursuant to the terms of such benefits and plans as they are in effect from time to time. For such coverage during the Term, the Company will pay on Employee's behalf one hundred percent (100%) of the health, dental, life and long term disability insurance premiums for Employee and his dependents; and to the extent the Company does not pay those amounts for other full-time employees of the Lilly Pulitzer Group, the Company will report those payments as taxable income on Employee's IRS Form W-2. For purposes of this Agreement, "dependents" is defined as the Employee's spouse and his children who are properly claimed as and recognized by the Internal Revenue Service as dependents on the Federal Income Tax filings of Employee. If and when the Company develops plans, benefits or programs in addition to the health, dental, life and long term disability insurance described above, Employee shall be entitled to participate therein on the same basis as other full-time employees of the Lilly Pulitzer Group. In addition, Employee shall be entitled to participate in any 401(k) plan and any employee savings plan on the same basis as offered to other full-time employees of the Lilly Pulitzer Group.

(c) *Vacation.* In addition to Company holidays, Employee shall be entitled to twenty-five (25) days of paid vacation time annually each year during the Term, which annual paid vacation time accrues in full as of January 1 of each year. Employee may carry forward five (5) unused days of vacation time from the preceding year into each succeeding year.

5. **Existing Employment Agreement.** Employee acknowledges that any employment agreement or arrangement between Employee and the Company ("**Existing Employment Agreement**") in effect immediately prior to the Effective Date, including, without limitation, the employment agreement between Employee and the Company, dated as of January 1, 2010, shall be terminated as of the Effective Date, and Employee hereby waives all rights he has under such Existing Employment Agreement, including, without limitation, any right to receive any bonus payment, severance payment or any right under any wage continuation provision, other than the right to receive unpaid base compensation earned through the Effective Date.

6. **Termination: Rights on Termination.**

(a) *Termination.* Employee's employment is "at will" and Employee and the Company may terminate such employment at any time. Employee's employment may be terminated in any one of the following ways, prior to the expiration of the Term:

(i) *Termination by the Company for Good Cause.* The Company may terminate this Agreement and Employee's employment for Good Cause immediately upon providing written notice to Employee. "**Good Cause**" shall mean: (A) Employee's willful and continued failure to

perform any substantial duty as required under this Agreement; (B) Employee's willful engagement in any gross misconduct or knowing violation of the applicable policies of the Company or its affiliates; (C) Employee's engagement in any activity that is in breach of Section 7 of this Agreement; (D) Employee's engagement in any act of fraud or dishonesty against the Company or its affiliates; (E) any theft, conversion or misappropriation of the property of Company or its affiliates by the Employee; (F) Employee's engagement in any material breach of federal or state securities laws or regulations; (G) Employee being intoxicated or in possession of any illegal substance in the workplace; (H) Employee's engagement in an act of assault or other act of violence; (I) Employee's engagement in any willful act which brings disrepute to the Company or any of its affiliates or materially impairs any of their reputations; (J) Employee's harassment of any individual in the workplace based on age, gender or other protected status or class or violation of any applicable policy of the Company or its affiliates regarding harassment; or (K) Employee's conviction for any felony or misdemeanor charge (other than charges related to routine traffic and other similar, insignificant violations); provided, that in the event the Company desires to terminate Employee's employment for Good Cause under clause (A) above, the Company shall first give Employee written notice of such intent, a detailed and specific description of the reasons and basis therefor, and, if such behavior is susceptible to cure, thirty (30) days to remedy or cure such perceived breaches or deficiencies. In the event of such termination for Good Cause, no compensation or benefits shall be payable to Employee after the date of termination, except as provided for in paragraph 6(b).

(ii) *Termination by the Company Without Good Cause.* The Company may, without Good Cause and for any reason whatsoever, terminate this Agreement and Employee's employment, effective thirty (30) days after written notice is provided to Employee. Upon such termination without Good Cause, the compensation described in paragraph 6(b) shall be payable to Employee, and the severance pay described in paragraph 6(c) shall be payable to Employee provided he executes and does not revoke a release as described in paragraph 6(d).

(iii) *Termination by Employee for Good Reason.* Employee may, for Good Reason (as defined in paragraph 6(a)(vi)), terminate this Agreement and Employee's employment effective thirty (30) days after written notice is provided to the Company; provided, such notice must be given within one hundred twenty (120) days of the initial existence of the Good Reason condition. Upon such termination for Good Reason, the compensation described in paragraph 6(b) shall be payable to Employee, and the severance pay described in paragraph 6(c) shall be payable to

Employee provided he executes and does not revoke a release as described in paragraph 6(d).

(iv) *Termination by Employee Without Good Reason.* Employee may, without Good Reason, terminate this Agreement and Employee's employment effective thirty (30) days after written notice is provided to the Company. In the event of such a termination, no compensation or benefits shall be payable to Employee after the date of termination, except as provided for in paragraph 6(b).

(v) *Termination Due to Death or Disability.* This Agreement and Employee's employment shall terminate immediately upon his death. In addition, the Company may terminate this Agreement and Employee's employment upon his becoming disabled. For this purpose, "disabled" or "disability" means Employee would be entitled to long-term disability benefits under the Company's long-term disability plan as in effect from time to time, assuming for the purpose of such determination that Employee is actually participating in such plan at such time. If the Company does not maintain a long-term disability plan, "disabled" or "disability" shall mean that Employee is unable to perform the substantial duties of his job for a period of at least ninety (90) consecutive days or for a period of at least ninety (90) days in the aggregate in any twelve (12) consecutive month period due to a medically determinable physical or mental impairment. In the event of termination of Employee's employment due to his death or by the Company due to his disability, no compensation or benefits shall be payable to Employee after the date of termination, except as provided for in paragraph 6(b).

(vi) *Good Reason.* "Good Reason" shall mean any of the following conditions that remain uncured after the expiration of thirty (30) days following Employee's delivery of written notice of such condition to the President or Chief Executive Officer of Oxford: (A) the Company's requirement, as a condition of continued employment in Employee's current position or any future position, that Employee relocate his principal place of employment to any area outside a fifty (50) mile radius of the metropolitan Philadelphia area; (B) a material reduction in Employee's duties or responsibilities that is inconsistent with Employee's position as Chief Executive Officer of the Lilly Pulitzer Group; (C) a material breach by the Company of any of its obligations under this Agreement; or (D) a material reduction in Employee's Base Salary (other than in connection with a general decrease in the salary for other executive employees of the Lilly Pulitzer Group) without Employee's written consent.



(b) *Payment Through Termination.* Upon termination of Employee's employment for any reason provided for in this Agreement, Employee shall be entitled to receive all compensation earned and all benefits and reimbursements (including payments for accrued vacation and sick leave, in each case in accordance with, and to the extent provided under, applicable policies of the Company) due through the effective date of termination. No other compensation will be due or payable to Employee subsequent to termination, except as expressly provided by this Section 6 or required by law.

(c) *Payment for Termination Without Good Cause or For Good Reason.* In the event of termination of Employee's employment by the Company without Good Cause or by Employee for Good Reason (the date on which such termination becomes effective shall be referred to as the "Termination Date") during the period commencing on the Effective Date through December 31, 2011, Employee shall receive from the Company an amount of severance pay equal to his Base Salary calculated from the Termination Date until the second (2<sup>nd</sup>) anniversary of the Effective Date (with such period being referred to as "Severance Period No. 1"). In the event of termination of Employee's employment by the Company without Good Cause or by Employee for Good Reason during the period commencing on January 1, 2012 through January 31, 2014, Employee shall receive from the Company an amount of severance pay equal to his Base Salary calculated from the Termination Date until the first (1<sup>st</sup>) anniversary of the Termination Date (with such period being referred to as "Severance Period No. 2"). In the event of termination of Employee's employment by the Company without Good Cause or by Employee for Good Reason during the period commencing on February 1, 2014 through January 31, 2015, Employee shall receive from the Company an amount of severance pay equal to his Base Salary calculated from the Termination Date until January 31, 2015 (with such period being referred to as "Severance Period No. 3," and Severance Period No. 1, Severance Period No. 2 and Severance Period No. 3 being referred to collectively and individually as the "Severance Period"). Except as provided in paragraph 6(d), the amount of severance pay determined under any of the three preceding sentences, whichever is applicable, shall be paid commencing upon the date Employee incurs a separation from service (as defined in Treasury Regulation Section 1.409A-1(h); a "Separation from Service") and shall be paid in substantially equal installments in accordance with the Company's regular payroll procedures for similarly-situated employees for the number of months in Severance Period No. 1, Severance Period No. 2 or Severance Period No. 3, whichever is applicable. Each payment of severance pay under this paragraph shall be considered a separate payment for purposes of Section 409A of the Internal Revenue Code of 1986, as amended ("Section 409A").

(d) *Release Agreement.* Employee's entitlement to any severance pay under paragraph 6(c) is conditioned upon Employee's first entering into, and not revoking, a release agreement in such form and with such terms, as prescribed by the Company in its general form as prescribed from time to time; provided, such

release agreement shall be delivered to Employee within seven (7) days after the date of his Separation from Service. During the period permitted to Employee to review the release agreement, he may request and negotiate for changes thereto; provided, the Company shall retain the sole discretion as to whether or not to accept and make any such changes. Any payment of severance pay due under paragraph 6(c) shall be delayed until after the expiration of the seven (7)-day revocation period required for an effective age-based release, and any amount otherwise due under said paragraph before the end of such revocation period shall be paid upon the day after the end of such period in a single lump-sum payment, but not later than March 15 of the calendar year following the calendar year in which his separation from service occurs; provided, if all or any portion of the severance pay that is payable to Employee under paragraph 6(c) within the 60-day period commencing on his Separation from Service is subject to, and not exempt from, Section 409A, all severance pay payable within such 60-day period shall be paid on the 60<sup>th</sup> day after his Separation from Service regardless of how quickly he executes his release agreement.

(e) *Earnout Payments.* Notwithstanding anything to the contrary, the cessation of Employee's employment with the Company for any reason (whether by termination, resignation or otherwise) shall have no effect on (i) the obligation of Oxford, the Company or their respective successors and assigns from making any payments that may be due under the Earnout Agreement, dated December 21, 2010, by and among Oxford, the Company and Sugartown Worldwide Holdings, Inc. ("Holdco"), or (ii) Employee's share of any payment made to Holdco pursuant to the terms of such Earnout Agreement.

(f) *Survival.* All rights and obligations of the Company and Employee under this Agreement shall cease as of the effective date of termination, except that (i) the Company's obligations under Section 6 shall survive such termination in accordance with its terms and (ii) Employee's obligations under Sections 7, 8 and 10 shall survive such termination in accordance with their terms.

7. **Employee Covenants.**

(a) During the Term or, if employment is terminated prior to January 31, 2015, until the later of (x) the second (2nd) anniversary of the Effective Date or (y) the earlier of (1) the date twelve (12) months following such termination or (2) January 31, 2015 (any such period, a "Restricted Period"), Employee shall not, directly or indirectly, for himself or on behalf of or in conjunction with any other person, company, partnership, corporation, business, group or other entity (each, a "Person") (other than on behalf of the Company or its Associated Companies):

(i) engage within the Territory (as defined below), as an officer, director, owner, partner, member, joint venturer, or in a managerial capacity (whether as an employee, independent contractor, or consultant) in any business activity or enterprise engaged in the Business

Activities (as defined below); provided, that, during the term of Employee's employment pursuant to this Agreement, the foregoing shall not prevent Employee from acquiring or holding up to one percent (1%) of the outstanding shares of any company whose common stock is traded on a national or regional securities exchange or in the over-the-counter market and which represents less than ten percent (10%) of the market value of the Employee's personal investment portfolio; provided, further, following the termination of Employee's employment for any reason, the foregoing shall not prevent Employee from acquiring or holding up to five percent (5%) of the outstanding shares of any company whose common stock is traded on a national or regional securities exchange or in the over-the-counter market. For the avoidance of doubt, nothing herein shall restrict Employee's passive investment in or ownership of shares or other interests in mutual funds or exchange traded funds.

(ii) Solicit or attempt to solicit for employment or engagement, recruit or attempt to recruit for employment or engagement any employee, agent or contract worker of the Company or the Associated Companies (as defined below) with whom Employee had contact during the course of his employment with the Company; provided, however, the foregoing shall not restrict Employee from (A) having contact with individuals as part of, or following their response to, generalized searches for employment, or (B) recruiting or soliciting individuals whose employment was terminated by the Purchaser or the Company not less than eighteen (18) months prior to such recruitment or solicitation or attempted recruitment or solicitation.

(iii) Solicit or attempt to solicit any business related to the Business Activities from any Person who, as of the date of the solicitation or attempted solicitation or within twelve (12) months prior to that date, is or was a customer of the Company, or an actively sought prospective customer, with whom Employee had contact (through sales calls, presentations, or other business dealings) during the course of his employment with the Company.

(b) For purposes of Sections 7 through 11:

(i) References to the "Territory" shall mean Alabama, Alaska, Arizona, Arkansas, California, Colorado, Connecticut, Delaware, Florida, Georgia, Hawaii, Idaho, Illinois, Indiana, Iowa, Kansas, Kentucky, Louisiana, Maine, Maryland, Massachusetts, Michigan, Minnesota, Mississippi, Missouri, Montana, Nebraska, Nevada, New Hampshire, New Jersey, New Mexico, New York, North Carolina, North Dakota, Ohio, Oklahoma, Oregon, Pennsylvania, Rhode Island, South Carolina, South Dakota, Tennessee, Texas, Utah, Vermont, Virginia, Washington, West

Virginia, Wisconsin, Wyoming, District of Columbia and all other U.S. territories and possessions, Canada and Mexico.

(ii) References to the “Associated Companies” shall mean any entity directly or indirectly controlling or controlled by or under direct or indirect common control with the Company. As used in the definition of “Associated Companies,” “control,” “controlling” or “controlled by” means the power to direct the management and policies of such entity, directly or indirectly, whether through the ownership of voting securities, by contract or otherwise.

(iii) References to the “Business Activities” shall mean the business of designing, marketing, procuring, wholesaling and/or retailing apparel and/or footwear for women, children and/or men.

(c) The covenants in this Section 7 are severable and separate, and the unenforceability of any specific covenant shall not affect the provisions of any other covenant. If any provision of this Section 7 relating to the time period, scope, or geographic areas of the restrictive covenants shall be declared by a court of competent jurisdiction to exceed the maximum time period, scope, or geographic area, as applicable, that such court deems reasonable and enforceable, then this Agreement shall automatically be considered to have been amended and revised to reflect such determination.

(d) All of the covenants in this Section 7 shall be construed as an agreement independent of any other provisions in this Agreement, and the existence of any claim or cause of action Employee may have against the Company, whether predicated on this Agreement or otherwise, shall not constitute a defense to the enforcement by the Company of such covenants.

(e) Employee has carefully read and considered the provisions of this Section 7 and, having done so, agrees that the restrictive covenants in this Section 7 impose a fair and reasonable restraint on Employee and are reasonably required to protect the interests of the Company and its officers, directors, employees, and stockholders. Employee covenants that he will not challenge the enforceability of this Section 7 nor will he raise any equitable defense to its enforcement.

8. **Trade Secrets and Confidential Information.**

(a) For purposes of this Section 8, “Confidential Information” means any data or information with respect to the conduct or details of the business conducted by the Company and its Associated Companies, other than Trade Secrets, that is valuable to the Company and/or its Associated Companies and not generally known or reasonably ascertainable to the public or to competitors of the Company. “Trade Secret” means information with respect to the conduct or details of the business conducted by the Company and its Associated Companies, including, but

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not limited to, any data, formula, pattern, compilation, program, device, method, technique, drawing, process, financial data, financial plan, product plan, list of actual or potential customers or suppliers or other information similar to any of the foregoing, which (i) derives economic value, actual or potential, from not being generally known to, and not being readily ascertainable by proper means by, other persons who can derive economic value from its disclosure or use and (ii) is the subject of efforts that are reasonable under the circumstances to maintain its secrecy.

(b) Employee acknowledges he is employed by the Company in a confidential relationship wherein he, in the course of his employment with the Company, has received or will receive and has had or will have access to Confidential Information and Trade Secrets, including but not limited to confidential and secret business and marketing plans, strategies and studies, detailed client/customer lists and information relating to the operations and business requirements of those clients/customers and, accordingly, he is willing to enter into the covenants contained in Sections 7 and 8 of this Agreement in order to provide the Company with what he considers to be reasonable protection for its interests.

(c) Employee hereby agrees that, during the Term and for a period of five years thereafter, he will hold in confidence all Confidential Information that came into his knowledge during his employment by the Company and will not disclose, publish or make use of such Confidential Information without the prior written consent of the Company.

(d) Employee shall hold in confidence all Trade Secrets that came into his knowledge during his employment by the Company and shall not disclose, publish or make use of at any time after the date hereof such Trade Secrets without the prior written consent of the Company for as long as the information remains a Trade Secret.

(e) Employee hereby agrees that all inventions, developments, methods, processes, writings, designs, works of authorship, and ideas conceived or developed by Employee during his employment, or reduced to practice by Employee during his employment and for three (3) months thereafter, which are directly or indirectly useful in, or relate to, the business of or services provided by or sold by the Company or any of its Associated Companies shall be promptly and fully disclosed by Employee to an appropriate executive officer of the Company (accompanied by all papers, drawings, data and other materials relating thereto) and shall be the Company’s exclusive property. Employee will, upon the Company’s request and at its expense (but without any additional compensation to Employee), execute all documents reasonably necessary to assign Employee’s right, title and interest in any such invention, development, method, process,

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writing, design, work of authorship, or idea to the Company (and to direct issuance to the Company of all patents or copyrights with respect thereto).

(f) Notwithstanding the foregoing, the provisions of paragraph 8(c) and paragraph 8(d) will not apply to the extent of (i) information required to be disclosed by Employee in the ordinary course of his duties hereunder or (ii) Confidential Information that otherwise becomes generally known in the industry or to the public through no act or omission of Employee or any person or entity acting by or on Employee's behalf, or which is required to be disclosed by court order or applicable law.

(g) The parties agree that the restrictions stated in this Section 8 are in addition to and not in lieu of protections afforded to trade secrets and confidential information under applicable state law. Nothing in this Agreement is intended to or shall be interpreted as diminishing or otherwise limiting the Company's right under applicable state law to protect its trade secrets and confidential information.

9. **Indemnification: Directors and Officers Liability Insurance.** The Company will indemnify Employee for and defend Employee from claims arising from the Employee's good faith performance of his duties as an employee of the Company to the fullest extent permitted under applicable law and in accordance with the terms and conditions provided in the articles of incorporation and By-Laws of the Company (or equivalent governing documents to the extent the Company is not a corporation). The Company will maintain liability insurance covering Employee's potential liability in connection with his performance of his obligations hereunder commensurate with the coverage provided to Oxford's officers and directors from time to time.

10. **Key Man Insurance.** Employee shall reasonably cooperate with the Company should the Company determine at any time during the Term, at the Company's cost and expense, to pursue a "Key Man" insurance policy or other similar insurance arrangement on Employee. Employee acknowledges and agrees that such cooperation may include normal and customary health screenings or such other measures as the Company may reasonably request of Employee.

11. **Return of Company Property.** All records, designs, patents, business plans, financial statements, manuals, memoranda, customer lists, customer database, rolodex and other property delivered to or compiled by Employee by or on behalf of the Company (including the respective Associated Companies thereof) or its representatives, vendors or customers which pertain to the business of the Company (including the respective Associated Companies thereof) shall be and remain the property of the Company, and be subject at all times to its discretion and control. Upon the request of the Company and, in any event, upon the termination of Employee's employment with the Company, Employee shall deliver all such materials to the Company; provided, that Employee shall be permitted to retain a copy of this Agreement, employee benefit materials generally distributed to employees and his personal rolodex or address book. Likewise, all correspondence, reports, records, charts, advertising materials and other similar data pertaining to the business, activities or future plans of the Company which are

collected by Employee shall be delivered promptly to the Company without request by it upon termination of Employee's employment.

12. **No Prior Agreements.** Employee hereby represents and warrants to the Company that the execution of this Agreement by Employee and his employment by the Company and the performance of his duties hereunder will not violate or be a breach of any agreement with a former employer, client or any other person or entity.

13. **Assignment; Binding Effect.** Employee understands that he has been selected for employment by the Company on the basis of his personal qualifications, experience and skills. Employee agrees, therefore, he cannot assign all or any portion of his performance under this Agreement. The Company may assign, in its sole discretion, all or part of this Agreement to the purchaser of substantially all of the assets of the Company. Without limitation of the foregoing, the Company's rights under this Agreement may be assigned to, and the Company's obligations hereunder assumed by, any successor entity or employer into which the Company is merged or consolidated. Subject to the preceding three sentences, this Agreement shall be binding upon, inure to the benefit of and be enforceable by the parties and their respective heirs, legal representatives, successors and assigns.

14. **Complete Agreement; Waiver; Amendment.** Employee has no oral representations, understandings, or agreements with the Company or any of its officers, directors, or representatives covering the same subject matter as this Agreement. This Agreement is the final, complete, and exclusive statement of expression of the agreement between the Company and Employee with respect to the subject matter hereof, and cannot be varied, contradicted, or supplemented by evidence of any prior or contemporaneous oral or written agreement. This written Agreement may not be later modified except by a further writing signed by a duly authorized officer of the Company and Employee, and no term of this Agreement may be waived except by a writing signed by the party waiving the benefit of such term.

15. **Notice.** Whenever any notice is required hereunder, it shall be given in writing addressed as follows:

To the Company:

Sugartown Worldwide, Inc.  
c/o Oxford Industries, Inc.  
222 Piedmont Avenue, N.E.  
Atlanta, Georgia 30308-3391  
Attn: General Counsel

To the Employee:

Scott A. Beaumont  
414 Rock Creek Circle  
Berwyn, Pennsylvania 19132

With a copy to (which copy shall not constitute notice):

Pepper Hamilton LLP  
3000 Two Logan Square  
Eighteenth and Arch Streets  
Philadelphia, PA 19103  
Attn: Barry M. Abelson

16. **Severability; Headings.** If any portion of this Agreement is held invalid or inoperative, the other portions of this Agreement shall be deemed valid and operative and, so far as is reasonable and possible, effect shall be given to the intent manifested by the portion held invalid or inoperative. This severability provision shall be in addition to, and not in place of, the provisions of paragraph 7(c) above. The Section and paragraph headings are for reference purposes only and are not intended in any way to describe, interpret, define or limit the extent of the Agreement or of any part hereof.

17. **Counterparts.** This Agreement may be executed and delivered in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Counterparts may be delivered via facsimile, electronic mail (including .pdf) or other transmission method and any counterpart so delivered shall be deemed to have been duly and validly delivered and be valid and effective for all purposes.

18. **Equitable Remedy.** Because of the difficulty of measuring economic losses to the Company as a result of a breach of the covenants set forth in Section 7, 8, 9 and 10, and because of the immediate and irreparable damage that would be caused to the Company for which monetary damages would not be a sufficient remedy, it is hereby agreed that in addition to all other remedies that may be available to the Company at law or in equity, the Company shall be entitled to seek specific performance and any injunctive or other equitable relief as a remedy for any breach or threatened breach of Employee's covenants.

19. **Construction.** No provision of this Agreement shall be construed against or interpreted to the disadvantage of Employee or the Company by any court or the government or judicial authority by reason of Employee or the Company having or being deemed to have structured or drafted such provision of this Agreement.

20. **Governing Law.** This Agreement shall in all respects be governed by and construed in accordance with the laws of the Commonwealth of Pennsylvania, not including the choice of law rules thereof.

21. **Section 409A.** This Agreement and the amounts paid hereunder are intended to be exempt from, or in compliance with Section 409A, and should be interpreted as such. Notwithstanding anything in this paragraph to the contrary, to the extent any payments made under Section 6 are not exempt from Section 409A and Employee, as of the date of his Separation from Service, is a specified employee as defined in Treasury Regulation Section 1.409A-1(i), the payments described in Section 6 shall be delayed until six (6) months after the date of Executive's Separation from Service, and any payments that would otherwise be payable during such six (6)-month period shall be accumulated without interest and paid in a lump sum

on the day after the six (6)-month anniversary of the date of Employee's Separation from Service.

**[Signature page follows]**



IN WITNESS WHEREOF, the parties hereto have caused this Employment Agreement to be duly executed as of the date first written above.

**SUGARTOWN WORLDWIDE, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**EMPLOYEE:**

\_\_\_\_\_  
Scott A. Beaumont

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**Exhibit A**  
**Approved Entities**

1. SWI Holdings, Inc. — service as an officer and director (so long as such entity engages in no business activity other than enforcing its rights and satisfying its obligations pursuant to the Stock Purchase Agreement, dated as of the date hereof (the “SPA”), by and among Oxford, the Company, SWI Holdings, Inc. and the Sellers (as identified therein) and the Seller Ancillary Documents (as defined in the SPA))
  2. CSS Industries, Inc.
  3. Gesu School
-

**SUBSIDIARIES OF OXFORD INDUSTRIES, INC.**

The following table lists each subsidiary of Oxford Industries, Inc. indented under the name of its immediate parent, the percentage of each subsidiary's voting securities beneficially owned by its immediate parent and the jurisdiction under the laws of which each subsidiary was organized:

Name	% of Voting Securities	Jurisdiction of Incorporation or Organization
<b>Oxford Industries, Inc.</b>		
Ben Sherman Clothing LLC	100	Georgia
Camisas Bahia Kino S.A. de C.V.	100	Mexico
Industrias Lanier De Honduras S. de R.L.	50(1)	Guatemala
Lionshead Clothing Company	100	Delaware
Manufacturera de Sonora, S.A. de CV	99(2)	Mexico
Oxford Caribbean, Inc.	100	Delaware
Oxford de Colon, S.A.	100	Costa Rica
Oxford Garment, Inc.	100	Delaware
Oxford Lockbox, Inc.	100	Delaware
Oxford International, Inc.	100	Georgia
Oxford of Europe	100	United Kingdom
Oxford of South Carolina, Inc.	100	South Carolina
Oxford Private Limited of Delaware, Inc.	100	Delaware
Oxford Products (International) Limited	99.99(3)	Hong Kong
Piedmont Apparel Corporation	100	Delaware
Sugartown Worldwide LLC	100	Delaware
Tommy Bahama Group, Inc.	100	Delaware
Viewpoint Marketing, Inc.	100	Florida
<b>Ben Sherman Group Limited</b>		
Ben Sherman Australia (Pty) Ltd.	100	Australia
Ben Sherman (Lurgan) Limited	100	United Kingdom
Ben Sherman (Manufacturing) Limited	100	United Kingdom
Dunkeld Fashions Limited	100	United Kingdom
Neal and Cooper Limited	100	United Kingdom
Rodeo International Limited	100	United Kingdom
Sherman Cooper Marketing Limited	100	United Kingdom
Slix Limited	100	United Kingdom
Tem Shirts Limited	100	United Kingdom
Textile Caledonia Investments Limited	100	United Kingdom
The Branded Shirt Co. Limited	100	United Kingdom
<b>Ben Sherman Holdings Limited</b>		
Oxford Industries (UK2) Limited	100	United Kingdom
<b>Ben Sherman Limited</b>		
Ben Sherman Group Limited	100	United Kingdom
<b>Oxford Caribbean, Inc.</b>		
Q.R. Fashions S. de R.L.	100	Honduras

Name	% of Voting Securities	Jurisdiction of Incorporation or Organization
<b>Oxford Industries (UK2) Limited</b>		
Oxford Industries (UK3) Limited	100	United Kingdom
<b>Oxford Industries (UK3) Limited</b>		
Ben Sherman Limited	100	United Kingdom
<b>Oxford International, Inc.</b>		
Oxford Internacional de Guatemala Sociedad Anonima	99(4)	Guatemala
<b>Oxford Private Limited of Delaware, Inc.</b>		
Ben Sherman Holdings Limited	100	United Kingdom
<b>Oxford Products (International) Limited</b>		
Industrias Oxford de Merida, S.A. de CV	99(5)	Mexico
Oxford Philippines, Inc.	96.25(6)	Philippines
Tommy Bahama Global Sourcing Limited	100	Hong Kong
Tommy Bahama International, Pte. Ltd.	100	Singapore
<b>Tommy Bahama Beverages, LLC</b>		
Tommy Bahama Texas Beverages, LLC	100	Texas
<b>Tommy Bahama Group, Inc.</b>		
Tommy Bahama R&R Holdings, Inc.	100	Delaware
<b>Tommy Bahama R&amp;R Holdings, Inc.</b>		
Tommy Bahama Beverages, LLC	100	Delaware

- (1) 50% of the voting securities of Industrias Lanier de Honduras S.A. is owned by Oxford Caribbean, Inc.
  - (2) 1% of the voting securities of Manufacturera de Sonora, S.A. de CV is owned by Oxford International, Inc.
  - (3) One share of Oxford Products (International) Limited is owned by Oxford International, Inc. Oxford Products (International) Limited has 150,000 shares issued and outstanding.
  - (4) 1% of the voting securities of Oxford Internacional de Guatemala Sociedad Anonima is owned by various individuals.
  - (5) 1% of the voting securities of Industrias Oxford de Merida, S.A. de CV is owned by Oxford Industries, Inc.
  - (6) 3.74% of the voting securities of Oxford Phillipines, Inc. is owned by Oxford Industries, Inc. Nominal ownership interests of certain of the voting securities of Oxford Phillipines, Inc. are owned by various individuals.
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QuickLinks

[EXHIBIT 21](#)

[SUBSIDIARIES OF OXFORD INDUSTRIES, INC.](#)

**Consent of Independent Registered Public Accounting Firm**

We consent to the incorporation by reference in the following Registration Statements of Oxford Industries, Inc.:

- (1) Registration Statements (Form S-8 Nos. 33-7231 and 33-64097) pertaining to the Oxford Industries, Inc. 1992 Stock Option Plan,
- (2) Registration Statements (Form S-8 Nos. 333-59411 and 333-113000) pertaining to the Oxford Industries, Inc. 1997 Stock Option Plan,
- (3) Registration Statements (Form S-8 Nos. 333-121538 and 333-161902) pertaining to the Oxford Industries, Inc. Long-Term Stock Incentive Plan,
- (4) Registration Statements (Form S-8 Nos. 333-121535 and 333-161904) pertaining to the Oxford Industries, Inc. Employee Stock Purchase Plan, and
- (5) Registration Statement (Form S-8 No. 333-130010) pertaining to the Oxford Industries, Inc. Deferred Compensation Plan;

of our reports dated March 31, 2011, with respect to the consolidated financial statements and schedule of Oxford Industries, Inc., and the effectiveness of internal control over financial reporting of Oxford Industries, Inc., included in this Annual Report (Form 10-K) of Oxford Industries, Inc. for the year ended January 29, 2011.

/s/ Ernst & Young LLP

Atlanta, Georgia  
March 31, 2011

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QuickLinks

[EXHIBIT 23](#)

[Consent of Independent Registered Public Accounting Firm](#)

**POWER OF ATTORNEY**

The undersigned, a director of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2011, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ Cecil D. Conlee

\_\_\_\_\_  
Date: March 28, 2011

State of: Georgia  
County of: Fulton

On this 28th day of March, 2011, before me personally appeared Cecil D. Conlee, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Ellie Jean Twitty

\_\_\_\_\_  
Notary Public

My Commission expires: September 12, 2012

[NOTARY SEAL]

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**POWER OF ATTORNEY**

The undersigned, a director of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2011, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ George C. Guynn

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George C. Guynn  
Date: March 28, 2011

State of: Georgia  
County of: Fulton

On this 28th day of March, 2011, before me personally appeared George C. Guynn, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Ellie Jean Twitty

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Notary Public

My Commission expires: September 12, 2012

[NOTARY SEAL]

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**POWER OF ATTORNEY**

The undersigned, a director of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2011, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ John R. Holder

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John R. Holder  
Date: March 28, 2011

State of: Georgia  
County of: Fulton

On this 28th day of March, 2011, before me personally appeared John R. Holder, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Ellie Jean Twitty

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Notary Public

My Commission expires: September 12, 2012

[NOTARY SEAL]

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**POWER OF ATTORNEY**

The undersigned, a director of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2011, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ J. Reese Lanier

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J. Reese Lanier  
Date: March 28, 2011

State of: Georgia  
County of: Fulton

On this 28th day of March, 2011, before me personally appeared J. Reese Lanier, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Ellie Jean Twitty

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Notary Public

My Commission expires: September 12, 2012

[NOTARY SEAL]

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**POWER OF ATTORNEY**

The undersigned, a director of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2011, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ Dennis M. Love

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Dennis M. Love  
Date: March 28, 2011

State of: Georgia  
County of: Fulton

On this 28th day of March, 2011, before me personally appeared Dennis M. Love, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Ellie Jean Twitty

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Notary Public

My Commission expires: September 12, 2012

[NOTARY SEAL]

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**POWER OF ATTORNEY**

The undersigned, a director of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2011, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ Clarence H. Smith

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Clarence H. Smith  
Date: March 28, 2011

State of: Georgia  
County of: Fulton

On this 28th day of March, 2011, before me personally appeared Clarence H. Smith, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Ellie Jean Twitty

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Notary Public

My Commission expires: September 12, 2012

[NOTARY SEAL]

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**POWER OF ATTORNEY**

The undersigned, a director of Oxford Industries, Inc. (the "Company"), does hereby constitute and appoint each of Thomas E. Campbell, Mary Margaret Heaton and Suraj A. Palakshappa, or any one of them, my true and lawful attorneys-in-fact for me and in my name for the purpose of executing on my behalf in any and all capacities the Company's Annual Report on Form 10-K for the fiscal year ended January 29, 2011, or any amendment or supplement thereto, and causing such Annual Report or any such amendment or supplement to be filed with the U.S. Securities and Exchange Commission pursuant to the Securities Exchange Act of 1934, as amended (the "Act"). In addition, each such attorney-in-fact shall have full power and authority to execute on my behalf in my capacity as a director of the Company subject to the reporting requirements of the Act, all Forms required to be filed by me under the Act, including Forms 3, 4 and 5, in accordance with the Act and the rules and regulations promulgated thereunder. In addition, each such attorney-in-fact shall have full power and authority to do and perform any and all acts on my behalf which may be necessary or desirable to complete, execute and timely file any such Forms with the U.S. Securities and Exchange Commission and any stock exchange or similar authority.

/s/ E. Jenner Wood III

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E. Jenner Wood III  
Date: March 28, 2011

State of: Georgia  
County of: Fulton

On this 28th day of March, 2011, before me personally appeared E. Jenner Wood III, known to me to be the person named in this instrument, and acknowledged that he executed the same as his free act and deed.

/s/ Ellie Jean Twitty

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Notary Public

My Commission expires: September 12, 2012

[NOTARY SEAL]

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[EXHIBIT 24](#)

[POWER OF ATTORNEY](#)

[POWER OF ATTORNEY](#)

[POWER OF ATTORNEY](#)

[POWER OF ATTORNEY](#)

**CERTIFICATION PURSUANT TO RULE 13a-14(a) AND SECTION 302 OF  
THE SARBANES-OXLEY ACT OF 2002**

I, J. Hicks Lanier, certify that:

1. I have reviewed this annual report on Form 10-K of Oxford Industries, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 31, 2011

/s/ J. HICKS LANIER

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J. Hicks Lanier  
*Chairman and Chief Executive Officer*  
*(Principal Executive Officer)*

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QuickLinks

[EXHIBIT 31.1](#)

**CERTIFICATION PURSUANT TO RULE 13a-14(a) AND SECTION 302 OF  
THE SARBANES-OXLEY ACT OF 2002**

I, K. Scott Grassmyer, certify that:

1. I have reviewed this annual report on Form 10-K of Oxford Industries, Inc.;
2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;
3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;
4. The registrant's other certifying officer(s) and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:
  - (a) Designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;
  - (b) Designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;
  - (c) Evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and
  - (d) Disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and
5. The registrant's other certifying officer(s) and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's Board of Directors (or persons performing the equivalent functions):
  - (a) All significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and
  - (b) Any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: March 31, 2011

/s/ K. SCOTT GRASSMYER

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K. Scott Grassmyer  
*Senior Vice President, Chief Financial Officer and Controller*  
*(Principal Financial Officer)*

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[EXHIBIT 31.2](#)

[CERTIFICATION PURSUANT TO RULE 13a-14\(a\) AND SECTION 302 OF THE SARBANES-OXLEY ACT OF 2002](#)

**CERTIFICATION PURSUANT TO  
18 U.S.C. SECTION 1350,  
AS ADOPTED PURSUANT TO  
SECTION 906 OF THE SARBANES-OXLEY ACT OF 2002**

In connection with the annual report of Oxford Industries, Inc. (the "Company") on Form 10-K ("Form 10-K") for the fiscal year ended January 29, 2011, as filed with the Securities and Exchange Commission on the date hereof, I, J. Hicks Lanier, Chairman and Chief Executive Officer of the Company, and I, K. Scott Grassmyer, Senior Vice President, Chief Financial Officer and Controller of the Company, each certify, pursuant to 18 U.S.C. Section 1350, as adopted pursuant to Section 906 of the Sarbanes-Oxley Act of 2002, that, to my knowledge:

- (1) The Form 10-K fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and
- (2) The information contained in the Form 10-K fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ J. HICKS LANIER

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J. Hicks Lanier  
*Chairman and Chief Executive Officer*  
*(Principal Executive Officer)*

March 31, 2011

/s/ K. SCOTT GRASSMYER

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K. Scott Grassmyer  
*Senior Vice President, Chief Financial Officer*  
*and Controller*  
*(Principal Financial Officer)*

March 31, 2011

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[EXHIBIT 32](#)