

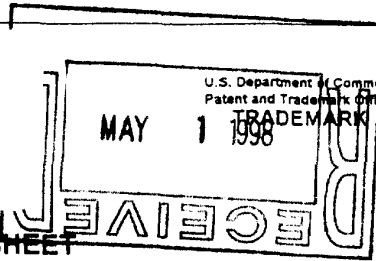
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05-14-1998

FORM PTO-1618A  
Expires 06/30/99  
OMB 0651-0027



100711454



RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

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

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment  
Effective Date  
Month Day Year \_\_\_\_\_
- Merger
- Change of Name
- Other \_\_\_\_\_

Conveying Party

Mark if additional names of conveying parties attached  
Execution Date  
Month Day Year  
03-18-1998

Name P.N.B., Inc.

Formerly \_\_\_\_\_

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name Supreme International Corporation

DBA/AKA/TA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 3000 N.W. 107th Avenue

Address (line 2) \_\_\_\_\_

Address (line 3) Miami City Florida State/Country 33172 Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Citizenship/State of Incorporation/Organization Florida

FOR OFFICE USE ONLY

05/11/1998 DCOATES 00000097 75395319

01 FC:481 40.00 DP  
02 FC:482 50.00 DP

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

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

TRADEMARK  
REEL: 1737 FRAME: 0450

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75395319"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1915133"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1916603"/>	<input type="text"/>	<input type="text"/>
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**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Manuel R. Valcarcel, IV.  
Name of Person Signing

  
Signature

April 28, 1998  
Date Signed

RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

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## TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (the "Agreement") is made as of the 18th day of March, 1998, by and between P.N.B., INC. d/b/a PNB Nation, Inc. and PNBTM, Inc., each a New York corporation (collectively, the "Debtor"), and SUPREME INTERNATIONAL CORPORATION, a Florida corporation (the "Secured Party").

### WITNESSETH:

WHEREAS, the P.N.B., Inc. d/b/a PNB Nation, Inc. has borrowed the principal amount of \$28,300.00 from the Secured Party, which loan is evidenced by a promissory note of even date herewith from P.N.B., Inc. d/b/a PNB Nation, Inc. to Secured Party guaranteed by PNBTM, Inc. and Roger McHayle and Isaac Rubinstein, jointly and severally (the "Note"); and

WHEREAS, as security for repayment and performance of the Debtor's obligations under the Note, the Debtor has agreed to assign to the Secured Party its trademark rights as described herein.

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

1. **Grant of Security Interest.** To secure the complete and timely payment and performance of the Debtor's obligations under the Note, the Debtor hereby grants, assigns and conveys to the Secured Party a security interest in the entire right, title and interest in and to the Debtor's trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and incorporated herein by this reference, together with the goodwill of the business symbolized by such trademarks, all licenses relating thereto, and all proceeds thereof (including, without limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements (all of which common law and other trademark rights, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other related rights are collectively called the "Trademarks").

2. **Representations and Warranties.** The Debtor represents and warrants that:

- (a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;
- (b) Each of the Trademarks is valid and enforceable;
- (c) The Trademarks listed in **Schedule A** constitute all of the Debtor's Trademarks. The Debtor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks,

free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests or claims of any kind, and free from any licenses or covenants by the Debtor not to sue third persons; and

- (d) The Debtor has the unqualified right, power and authority to execute, deliver and perform this Agreement.

### 3. **Conditional Grant of Additional Trademarks.**

If, before the Note shall have been satisfied in full, (i) the Debtor shall have, or obtain ownership of, any trademark or service mark, including any registration or application therefor, or (ii) any trademarks or service marks filed by Debtor as intent-to-use applications, including, without limitation, those listed in **Schedule A** attached hereto and by reference made a part hereof, become federal registrations in the Patent and Trademark Office, the provisions of Paragraph 1 shall automatically apply thereto, and also to any composite marks, or other marks of Debtor which are confusingly similar to such mark, and the Debtor shall give to the Secured Party prompt written notice thereof. This Paragraph 3 shall also apply to trademarks which are owned by others and licensed to the Debtor. The Debtor shall perform all acts and execute all documents reasonably requested by the Secured Party at any time and from time to time to evidence, perfect, maintain, record and enforce the Secured Party's security interest in the Trademarks, including, without limitation, any trademarks or service marks falling under this Paragraph. All such trademarks, service marks, or registrations therefor shall be considered Trademarks under this Agreement.

Furthermore, if, before the Note shall have been satisfied in full, the Debtor has filed any intent-to-use applications, any such intent-to-use application shall be automatically included in **Schedule A**.

4. **Modification of Agreement.** The Debtor authorizes the Secured Party to modify this Agreement by amending **Schedule A** to include any additional trademarks, service marks, registrations or applications for registration thereof pursuant to Paragraphs 1 and 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the United States Patent and Trademark Office or, in the reasonable discretion of the Secured Party, in the trademark office of any relevant country at the expense of the Debtor.

### 5. **Covenants of Debtor.**

(a) The Debtor covenants as follows: (i) that it will maintain and assume primary responsibility for the high standard of quality which has become associated with the Trademarks; (ii) that the Secured Party from time to time and upon request shall have the right to inspect samples of the goods and services with respect to which the Trademarks will be used (the "Goods") and the premises at which the Goods are produced; and (iii) that the Secured Party shall have the right to prevent use of the Trademarks on Goods which are not of high quality,

all so as to preserve the goodwill symbolized by the Trademarks.

(b) The Debtor agrees that it shall use and maintain all right, title and interest in and to the Trademarks, and the Debtor will not abandon or permit the expiration of any of the Trademarks, unless so directed by a court of law. Should the Debtor determine that one or more of the Trademarks is no longer desirable in the conduct of the business of the Debtor, or otherwise determine that the Debtor is unable, pursuant to applicable law, to maintain said Trademark(s), the Debtor shall notify the Secured Party, in writing, of such determination prior to abandoning any such Trademark(s). The Debtor further agrees that (i) it shall give the Secured Party written notice in advance of any proposed licensing of the Trademarks to any third party, together with a complete copy, of any such proposed license or sublicense draft agreement for the Trademarks; and (ii) on all goods bearing the Trademarks and on the first use or appearance of each Trademark in any publications, the Debtor or its licensees will include such notices of registration as are required or authorized from time to time under applicable law.

(c) With respect to each Trademark, the Debtor agrees to take all necessary steps, including, without limitation, in the U.S. Patent and Trademark Office or in the trademark office of any country or in any court, to: (i) maintain each such Trademark, and (ii) pursue each such application for trademark registration, now or hereafter included in the Trademarks under this Agreement, including, without reservation, the filing of responses to office actions issued by the Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, and the participation in opposition, cancellation and infringement and other proceedings. The Debtor agrees to take corresponding steps with respect to each new or acquired trademark, trademark registration, or application therefor covered by Paragraph 3 hereof. Any and all expenses incurred in connection with such activities shall be borne by the Debtor.

(d) Until the Note shall have been satisfied in full, the Debtor will not enter into any agreement which is inconsistent with the Debtor's obligations under this Agreement without the Secured Party's prior written consent.

#### **6. Remedies Upon Default; Power of Attorney.**

(a) If any default under the Note shall have occurred, or if the Debtor fails to perform any agreement or to meet any of the obligations to the Secured Party hereunder, upon the election of the Secured Party in its sole discretion, all right, title and interest in and to the Trademarks shall be granted, assigned, conveyed and delivered to the Secured Party or its designee, and the Debtor hereby irrevocably constitutes and appoints the Secured Party and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Debtor and in the name of the Debtor or the Secured Party's own name or the name of the Secured Party's designee, all acts of said attorney being hereby ratified and confirmed, except to the extent any of the same constitute gross negligence or willful misconduct, such power being coupled with an interest and being irrevocable, upon the occurrence of a default: (i) to complete, date, execute and file, or cause to be filed, an assignment of the Trademarks in the

United States Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment; (ii) to collect all proceeds from the Trademarks (including, without limitation, license royalties and proceeds of infringement suits); and (iii) to use the marks in connection with goods or services.

(b) The Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Secured Party may, if any default shall have occurred, immediately, without demand or performance and without other notice (except as set forth below) whatsoever to the Debtor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks. Notice of any sale or other disposition of the Trademarks shall be given to the Debtor at least ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Debtor, which right is hereby waived and released. The Debtor hereby agrees to execute any documents reasonably requested by the Secured Party in connection with any disposition hereunder.

7. **Termination of Agreement.** At such time as the Debtor shall completely satisfy the Note, the Secured Party shall execute and deliver to the Debtor all deeds, assignments and other instruments as may be necessary or proper to revest in the Debtor the Secured Party's interest in the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.

8. **Limitation of Liability and Indemnification.** The Debtor hereby releases the Secured Party from, and agrees to hold the Secured Party free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks, and the Debtor agrees to indemnify the Secured Party from and against, any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees actually incurred) arising from or in any way related to the Trademarks, including any trademark infringement claim.

9. **Waiver and Amendment.**

(a) No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

10. **Cumulative Rights.** All of the Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or under the Note, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. **Severability.** The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. **Survival; Benefit.** The Debtor's representations, warranties and covenants contained in this Agreement shall survive termination of this Agreement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

13. **Counterparts.** This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

14. **Choice of law; Venue; Enforcement.** The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties shall be governed by the laws of the State of Florida regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction. Any suit action or proceeding with respect to this Agreement shall be brought in the state or federal courts located in Miami-Dade County, and the parties hereto accept the exclusive jurisdiction of those courts for the purpose of any such suit, action or proceeding. In the event that legal action is instituted to enforce the terms and conditions of this Agreement, the prevailing party shall be entitled to receive from the non-prevailing party payment of all reasonable attorneys' fees at all trial and appellate levels, as well as all expenses and costs incurred by the prevailing party in enforcing this Agreement.

15. **Notices.** Any and all notices or other communications or deliveries required or permitted to be given or made pursuant to this Agreement shall be deemed to have been duly given or made for all purposes if sent by certified or registered mail, return receipt requested and postage prepaid, by overnight courier, hand delivery, or by facsimile with receipt confirmed as follows:

If to Debtor: P.N.B., Inc. d/b/a PNB Nation, Inc.  
PNBTM, Inc.  
133 West 19th Street  
New York, New York 10011  
Attn: Roger McHayle, President  
Telephone Number: 212-220-4422  
Telecopier Number: 212-220-4429



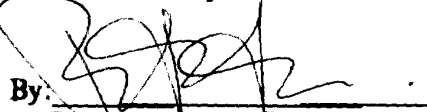
If to Secured Party: Supreme International Corporation  
3000 N.W. 107 Avenue  
Miami, Florida 33172  
Attn: George Feldenkreis, Chairman, C.E.O.  
Telephone Number: 305-592-2830  
Telecopier Number: 305-406-0585

With a copy to: Dale S. Bergman, Esq.  
Broad and Cassel  
201 South Biscayne Boulevard  
Suite 3000  
Miami, Florida 33131  
Telephone Number: 305-373-9400  
Telecopier Number: 305-373-9493

IN WITNESS WHEREOF, the undersigned have executed this Agreement under seal as of the day and year first above written.

**DEBTOR:**

P.N.B., INC., d/b/a PNB NATION, INC.  
a New York corporation

By:   
Roger McHayle, President

PNBTM, INC., a New York corporation

By:   
Roger McHayle, President

**SECURED PARTY:**

SUPREME INTERNATIONAL  
CORPORATION, a Florida corporation

By: \_\_\_\_\_  
Richard Dunn, Vice President

If to Secured Party: Supreme International Corporation  
3000 N.W. 107 Avenue  
Miami, Florida 33172  
Attn: George Feldenkreis, Chairman, C.E.O.  
Telephone Number: 305-592-2830  
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**DEBTOR:**

P.N.B., INC., d/b/a PNB NATION, INC.  
a New York corporation

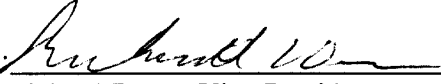
By: \_\_\_\_\_  
Roger McHayle, President

PNBTM, INC., a New York corporation

By: \_\_\_\_\_  
Roger McHayle, President

**SECURED PARTY:**

SUPREME INTERNATIONAL  
CORPORATION, a Florida corporation

By:   
Richard Dunn, Vice President

## SCHEDULE A

### Trademarks, Registrations and Pending Applications

1. PNB and Design: U.S.P.T.O. Reg. No. 1,915,133  
Intl. Class 25-Clothing, namely shirts, t-shirts, hats, dresses, jackets and pants.



2. PNB Nation and Design: U.S.P.T.O. Reg. No. 1,916,603  
Intl. Class 25-Clothing, namely shirts, t-shirts, hats, dresses, jackets and pants.



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980318

3. PNB Nation: Pending Application- U.S.P.T.O. Application Serial No. 75-395319, Filed 11/24/97 claiming first use anywhere 8/87 and first use in interstate commerce 8/90  
Intl. Class 25-Clothing, namely shirts, t-shirts, hats, dresses, jackets and pants.

"PNB NATION"