

07-28-2000



101416184

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
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

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 Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

07/28/2000 NTHAI1 00000048 75457066
01 FC:481 40.00 DP
02 FC:482 600.00 DP

FOR OFFICE USE ONLY

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: 002110 FRAME: 0230

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)

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.

Christopher E. Kondracki

29 June 2000

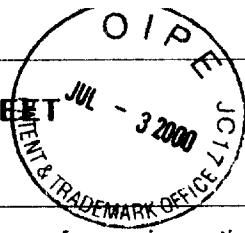
Name of Person Signing

Signature

Date Signed

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

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY



U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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.)

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)

75/386,429	75/859,286	75/776,782
75/777,077	75/719,972	75/534,728
75/413,469	75/979,166	75/777,076
75/776,772		

1
2
3
4 **TRADEMARK AND TRADEMARK**
5 **APPLICATIONS SECURITY AGREEMENT**

Fleet Retail Finance Inc.

6
7
8
9 May 4, 2000

10
11
12 THIS AGREEMENT is made between

13
14 Fleet Retail Finance Inc., (the "**Lender**") a Delaware corporation with offices at 40
15 Broad Street Boston, Massachusetts 02109

16
17 and

18
19 Urban Brands, Inc. (hereinafter, the "**Borrower**"), a Delaware corporation with its
20 principal executive offices at 100 Metro Way, Secaucus, New Jersey 07094

21
22 in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

23 *WITNESSETH:*

24
25 1. **BACKGROUND:** The Lender and the Borrower and others have entered in a certain Loan
26 and Security Agreement of even date (as such agreement may be modified, supplemented, amended or
27 restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit facility has
28 been established in favor of the Borrower and under which the Borrower's Liabilities are to be secured
29 by certain of the Borrower's assets, including all Marks (as defined below). (Terms used herein which
30 are defined in the Loan Agreement are used as so defined).

31
32 2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby creates a
33 security interest in favor of the Lender, with power of sale (which power of sale shall be exercisable only
34 following the occurrence of an Event of Default) in and to the following and all proceeds thereof
35 (collectively, the "**TM Collateral**");

36 (a) All of the Borrower's now owned or existing or hereafter acquired or arising
37 trademarks, trademark applications, service marks, registered service marks and service mark
38 applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part

..1..

1 hereof, together with any goodwill appurtenant to, connected with and symbolized by any such
2 trademarks, trademark applications, service marks, registered service marks, and service mark applica-
3 tions.

4 (b) All renewals of any of the foregoing.

5 (c) All income, royalties, damages and payments now and hereafter due and/or
6 payable under and with respect to any of the foregoing, including, without limitation, payments under all
7 licenses entered into in connection therewith and damages and payments for past or future
8 infringements or dilutions thereof.

9 (d) The right to sue for past, present and future infringements and dilutions of any of
10 the foregoing.

11 (e) All of Borrower's rights corresponding to any of the foregoing throughout the
12 world.

13
14 3. **PROTECTION OF MARKS BY BORROWER:** Prior to the Lender's foreclosure on or
15 other action against the security interest granted hereunder, and subject in each case to the Borrower's
16 use or continued use of such Mark(s) in its ordinary business, the Borrower shall undertake the following
17 with respect to each of the items respectively described in Sections 2(a) and 2(b) (collectively, the
18 "**Marks**");

19 (a) Pay all renewal fees and other fees and costs associated with maintaining the
20 Marks and with the processing of the Marks.

21 (b) At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent,
22 processing of each Application for Registration which is the subject of the security interest created herein
23 and not unreasonably abandon or delay any such efforts.

24 (c) At the Borrower's sole cost, expense, and risk, take any and all action which
25 Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's
26 discretion, the prosecution and defense of infringement actions.

27
28 4. **BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower represents and
29 warrants that:

30 (a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark
31 applications, registered service marks and Federal service mark applications now owned by the
32 Borrower.

33 (b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances,
34 or security interests to any Person other than to the Lender.

35 (c) The Borrower shall give the Lender written notice (with reasonable detail) within

1 Ten (10) days following the occurrence of any of the following:

2 (i) The Borrower's obtaining rights to, and filing applications for registration
3 of, any new trademarks, or service marks, or otherwise acquires ownership of any newly
4 registered trademarks, registered service marks, trademark applications, or service mark
5 applications, (other than the Borrower's right to sell products containing the trademarks of others
6 in the ordinary course of Borrower's business).

7 (ii) The Borrower's becoming entitled to the benefit of any registered
8 trademarks, trademark applications, trademark licenses, trademark license renewals, registered
9 service marks, service mark applications, service mark licenses or service mark license
10 renewals whether as licensee or licensor (other than Borrower's right to sell products containing
11 the trademarks of others in the ordinary course of Borrower's business).

12 (iii) The Borrower's entering into any new trademark license agreement or
13 service mark license agreement.

14
15 **5 AGREEMENT APPLIES TO FUTURE MARKS:**

16 (a) The provisions of this TM Security Agreement shall automatically apply to any
17 such additional property or rights described in 4(c), above, all of which shall be deemed to be and
18 treated as "Marks" within the meaning of this TM Security Agreement.

19 (b) The Borrower hereby authorizes the Lender to take all such action, consistent
20 with this TM Security Agreement and the Loan Agreement, reasonably requested to protect the Lender's
21 security interest in and concerning any future registered trademarks, trademark applications, registered
22 service marks and service mark applications, written notice of which is so given, *provided, however*, the
23 Lender's taking of such action shall not be a condition to the creation or perfection of the security interest
24 created hereby.

25
26 **6. BORROWER'S RIGHTS TO ENFORCE MARKS:** Prior the Lender's giving of notice to the
27 Borrower following the occurrence of an Event of Default as between the Borrower and the Lender, the
28 Borrower shall have the exclusive right to sue for past, present and future infringement of the Marks
29 including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the
30 Marks against encroachment by third parties, *provided, however*:

31 (a) The Borrower promptly provides the Lender with written notice of
32 commencement of a lawsuit or of the Borrower's intention to so sue for enforcement of any Mark.

33 (b) Any money damages awarded or received by the Borrower on account of such
34 suit (or the threat of such suit) shall constitute TM Collateral.

35 (c) Following the occurrence of any Event of Default, the Lender, by notice to the
36 Borrower, may terminate or limit the Borrower's rights under this Section 6.

1 7. **LENDER'S ACTIONS TO PROTECT MARKS:** In the event of

2 (a) the Borrower's failure, within Five (5) days of written notice from the Lender, to
3 cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section
4 3; and/or

5 (b) the occurrence of any Event of Default

6 the Lender, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the
7 Borrower's place and stead and/or in the Lenders' own right in connection therewith.

8
9 8. **RIGHTS UPON DEFAULT:** Upon the occurrence of any Event of Default, the Lender may
10 exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as
11 adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in
12 addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Marks. Any
13 person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has
14 occurred and that the Lender is authorized to exercise such rights and remedies.

15
16 9. **LENDER AS ATTORNEY IN FACT:**

17 (a) The Borrower hereby irrevocably constitutes and designates the Lender as and
18 for the Borrower's attorney in fact, effective following the occurrence of any Event of Default:

19 (i) To exercise any of the rights and powers referenced in Sections 3 and
20 5(b).

21 (ii) To execute all such instruments, documents, and papers as the Lender
22 determines to be appropriate in connection with the exercise of such rights and remedies and to
23 cause the sale, license, assignment, transfer, or other disposition of the Marks.

24 (b) The within grant of a power of attorney, being coupled with an interest, shall be
25 irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

26 (c) The Lender shall not be obligated to do any of the acts or to exercise any of the
27 powers authorized by Section 9(a) herein, but if the Lender elects to do any such act or to exercise any
28 of such powers, it shall not be accountable for more than it actually receives as a result of such exercise
29 of power, and shall not be responsible to the Borrower for any act or omission to act except for any act
30 or omission to act as to which there is a final determination made in a judicial proceeding (in which
31 proceeding the Lender has had an opportunity to be heard) which determination includes a specific
32 finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

33
34 10. **LENDER'S RIGHTS:**

35 (a) Any use by the Lender of the Marks, as authorized hereunder in connection with

1 the exercise of the Lender' rights and remedies under this Agreement and under the Loan Agreement
2 shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any
3 liability for royalties or other related charges.

4 (b) None of this Agreement, the Loan Agreement, or any act, omission, or
5 circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the
6 Lender any rights in and to the Marks, which rights are effective except following the occurrence of any
7 Event of Default, and in accordance with this TM Security Agreement and the Loan Agreement.
8

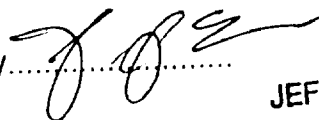
9 11. INTENT: It is intended that this Agreement supplement the Loan Agreement. All
10 provisions of the Loan Agreement shall apply to the Marks. The Lender shall have the same rights,
11 remedies, powers, privileges and discretions, with respect to the security interests created in the TM
12 Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan
13 Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan
14 Agreement with respect to all other Collateral.
15

16 12. CHOICE OF LAWS: It is intended that this Agreement take effect as a sealed
17 instrument and that all rights and obligations hereunder, including matters of construction, validity, and
18 performance, shall be governed by the laws of The Commonwealth of Massachusetts.
19
20

21 IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this
22 Agreement to be executed by their respective duly authorized officers as of the date first above written.
23

24 URBAN BRANDS, INC.
25 (The "Borrower")
26

FLEET RETAIL FINANCE INC.
(The "Lender")

27 By 
28 Name.....
29 JEFFREY A. KLEIN
30 Secretary
31 Title.....
32
33

By.....
Name.....
Title.....

1 the exercise of the Lender' rights and remedies under this Agreement and under the Loan Agreement
2 shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any
3 liability for royalties or other related charges.


4 (b) None of this Agreement, the Loan Agreement, or any act, omission, or
5 circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the
6 Lender any rights in and to the Marks, which rights are effective except following the occurrence of any
7 Event of Default, and in accordance with this TM Security Agreement and the Loan Agreement.

8
9 11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All
10 provisions of the Loan Agreement shall apply to the Marks. The Lender shall have the same rights,
11 remedies, powers, privileges and discretions, with respect to the security interests created in the TM
12 Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan
13 Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan
14 Agreement with respect to all other Collateral.


15
16 12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed
17 instrument and that all rights and obligations hereunder, including matters of construction, validity, and
18 performance, shall be governed by the laws of The Commonwealth of Massachusetts.

19
20
21 IN WITNESS WHEREOF, the Borrower and the Lender respectively have caused this
22 Agreement to be executed by their respective duly authorized officers as of the date first above written.

23
24 URBAN BRANDS, INC.
25 (The "Borrower")

26
27 By 
28 Name.....JEFFREY A. KLEIN
29 Secretary
30 Title.....
31
32
33

FLEET RETAIL FINANCE INC.
(The "Lender")

By 
Name James R. Dore
Title Vice President

1 THE STATE OF NEW JERSEY
2 COUNTY OF Hudson, SS

3
4 Then personally appeared before me Jeffrey A. Klein who acknowledged that
5 such person is the duly authorized Secretary of Urban Brands, Inc. and that such
6 person had executed the foregoing instrument on its behalf.

7
8 Witness my hand and seal this 14th day of May, 2000

9
10 Michael A. Abate

11 , Notary Public

12 My Commission Expires:

13 **MICHAEL A. ABATE**

14 NOTARY PUBLIC OF NEW JERSEY

15 MY COMMISSION EXPIRES FEB. 20, 2001

16 THE COM. OF Mass
Suffolk
17 COUNTY OF Suffolk

18 Then personally appeared before me James Dorte, who acknowledged that such
19 person is the duly authorized Vice President of Fleet Retail Finance Inc. and that such
20 person executed the foregoing instrument on its behalf.

21
22 Witness my hand and seal this 14th day of May, 2000

23
24 Carlos Tavaras

25 , Notary Public

26 My Commission Expires: 2/20/01

EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

TRADEMARK REGISTRATION NUMBER REGISTRATION DATE

100% GIRLS	2,298,918	12-7-99
100% KIDS	2,184,264	8-25-98
100% KIDS	2,165,349	6-16-98
ASHLEY STEWART	2,046,868	3-25-97
GREAT WOMEN OF STYLE	2,266,303	8-3-99
THE CARD WITH STYLE	1,843,879	7-5-94

Trademark Applications

MARK SERIAL NUMBER FILING DATE

100% BOYS	75/457,066	3-25-98
BABY SPOT	75/749,725	7-13-99
GIRL HOUSE	75/849,118	11-16-99
JASMINE DESIGN	75/776,771	8-16-99
KEISHA (word)	75/777,078	8-16-99
KEISHA DESIGN	75/776,773	8-16-99
KID PHAT	75/749,727	7-13-99
KYOKO	75/833,058	10-28-99
KYOKO DESIGN	75/833,057	10-28-99
MAHOGANY IMAGE	75/386,429	11-7-97
MARIANNE	75/859,286	11-30-99
MARIA CHRISTINA DESIGN	75/776,782	8-16-99

MARIA CHRISTINA (WORD)	75/777,077	8-16-99
PHAT KIDS	75/719,972	6-3-99
SEXY ANYWHERE	75/534,728	8-11-98
URBAN BRANDS LTD.	75/413,469	12-31-97
URBAN BRANDS LTD.	75/979,166	12-31-97
YOLANDA DESIGN	75/777,076	8-16-99
ZOE DESIGN	75/776,772	8-16-99
MARIANNE	99-00836 (Nicaragua)	3-19-99
MARIANNE	99-00835 (Nicaragua)	3-19-99
MARIANNE	433499 (Venezuela)	3-18-99
MARIANNE	433399 (Venezuela)	3-18-99
MARIANNE	822086450 (Brazil)	10-8-99
MARIANNE	822086441 (Brazil)	10-8-99
MARIANNE	366709 (Mexico)	3-9-99
MARIANNE	366708 (Mexico)	3-9-99