

11-07-2000



101507301

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 10-27-00		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # <input type="text"/>	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # <input type="text"/> Frame # <input type="text"/>	<input type="checkbox"/> Corrective Document Reel # <input type="text"/> Frame # <input type="text"/>	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
		<input type="checkbox"/> Merger	Effective Date Month Day Year <input type="text" value="12-4-1998"/>
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other <input type="text"/>	

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 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 Assignment.)

11/06/2000 DNGUYEN 00000242 024603 1015077

FOR OFFICE USE ONLY

01 FC 481 40.00 CH
02 FC 482 250.00 CH

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: 002168 FRAME: 0314

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,695,077"/>	<input type="text" value="1,766,625"/>	<input type="text" value="1,113,214"/>
<input type="text" value="1,615,811"/>	<input type="text" value="2,054,830"/>	<input type="text" value="2,109,801"/>
<input type="text" value="2,136,693"/>	<input type="text" value="1,958,097"/>	<input type="text" value="1,958,100"/>

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.

William J. Seiter

10/24/2000

Name of Person Signing

Signature

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/AKATA

Composed of

Address (line 1)

Address (line 2)

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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)

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

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
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2,132,165	1,533,320	<input type="text"/>
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TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement (the "Agreement"), dated December 4, 1998, is entered into by and between Bugle Boy Industries, Inc., having its principal place of business at 2900 Madera Road, Simi Valley, California 93065 ("Debtor"), and Dr. William C.W. Mow, an individual United States citizen ("Secured Party").

WHEREAS, Secured Party and Debtor have entered into a Letter of Credit Reimbursement Agreement, dated as of November 25, 1998 (the "Letter of Credit Reimbursement Agreement"), providing for Secured Party, upon the terms and subject to the conditions therein set forth, to open letters of credit at the request of Debtor to finance the importation of certain inventory of Debtor; and

WHEREAS, the obligation of Debtor to so open letters of credit and any and all other obligations of Debtor under the Letter of Credit Reimbursement Agreement are subject to a condition precedent that Debtor shall have executed and delivered to Secured Party a trademark security agreement in favor of Secured Party granting a security interest in any and all trademarks, trade names, copyrights, patents and goodwill of Debtor, and any and all proceeds thereof, to secure the payment and performance of the commission and reimbursement payment obligations and other obligations of Debtor under the Letter of Credit Reimbursement Agreement;

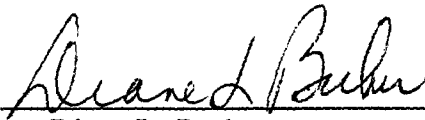
NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Party to open letters of credit pursuant to the Letter of Credit Reimbursement Agreement, Debtor and Secured Party hereby agree as follows:

1. To secure the complete and timely payment, observance and performance of all of Debtor's obligations to the Secured Party under the Letter of Credit Reimbursement Agreement, Debtor hereby creates a security interest with power of sale as hereinafter provided, to the extent permitted by law, and grants, assigns, bargains, mortgages, pledges, sells, transfers and conveys said security interest with power of sale to the Secured Party, in and to all of Debtor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed trademarks, trade names, Internet domain names and any other electronic designations of source or origin, the goodwill of Debtor's business associated therewith and symbolized thereby, copyrights, patents, and any and all proceeds of the foregoing, including, without limitation, the trademark registrations and applications and Internet domain names shown on the attached Schedule A (collectively, the "Marks"), together with the goodwill associated with and symbolized by the Marks, and all registrations and applications therefor in the United States and all foreign countries, including any renewals and extensions of such registrations that are or may be secured under the laws of the United States and all foreign countries, now or hereafter in effect, together with all income, royalties or payments due or payable with respect to the Marks as of the date hereof and hereafter, including, without limitation, all claims for damages by reason of past, present or future infringement or other unauthorized use of the Marks, with the right to sue for, and collect the same for Secured Party's own use and enjoyment and for the use and enjoyment of his successors, heirs, representatives and assigns.

2. Debtor shall take all actions that may be necessary or desirable, or may be requested by Secured Party, in order to perfect, continue, evidence, preserve, protect or validate the security interest granted under Section 1 above, or to enable Secured Party to exercise and enforce his rights hereunder, including, without limitation, executing and delivering one or more financing statements, other documents or instruments, in form and substance satisfactory to Secured Party.

IN TESTIMONY WHEREOF, Debtor and Secured Party have executed this Trademark Security Agreement this 4th day of December, 1998.

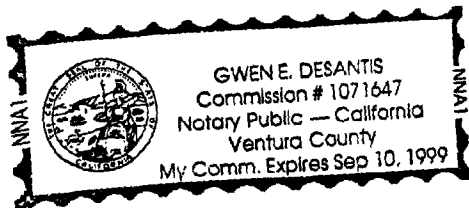
BUGLE BOY INDUSTRIES, INC.

By: 
Diane L. Becker
Senior Vice President


WILLIAM C.W. MOW

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On December 4, 1998 before me, Gwen E. DeSantis, personally appeared Diane L. Becker, Senior Vice President, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



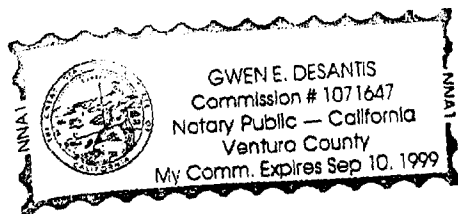
WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read "Gwen E. DeSantis", written over a horizontal line.

Notary Public

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On December 4, 1998 before me, Gwen E. DeSantis, personally appeared William C.W. Mow, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



WITNESS my hand and official seal.

A handwritten signature in cursive script, appearing to read "Gwen E. DeSantis", written over a horizontal line.

Notary Public

I\WS\LAGR\TM\SEC\ABB:DB

EXHIBIT A

12/2/98 **Bugle Boy Industries, Inc. U.S. Trademarks**

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
0111 1101 0000	25	75/571646	10/16/98		
7M	25	75/561598	9/29/98		
7M01	25	75/581441	11/2/98		
7M20	25		11/19/98		
7M21	25	75/581440	11/2/98		
7M70	25	75/581435	11/2/98		
7M71	25	75/581434	11/2/98		
7MSL	25		11/2/98		
603	25	75/039682	1/2/96	2048359	3/25/97
608	25	75/029329	12/7/95	2048356	3/25/97
610	25	75/029330	12/7/95	2045128	3/11/97
609	25	75/029333	12/7/95	2008705	10/15/96
620	25	75/029332	12/7/95	2048357	3/25/97
622	25	75/029328	12/7/95	2,134,869	2/3/98
Pocket Stitching 3	25	75/061802	2/13/96	2,161,068	5/26/98
Pocket Stitching 4	25	75/057349	2/13/96		
Pocket Stitching 5	25	75/093424	4/24/96	2,131,446	1/20/98

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
721	25	75/558598	9/24/98		
740	25	74/728267	9/8/95	1,991,426	8/6/96
750	25	74/728268	9/8/95	1,993,558	8/13/96
760	25	74/727770	9/12/95	1,991,422	8/6/96
761	25	75/558599	9/24/98		
765	25	75/281692	4/25/97	2,186,869	9/1/98
A COMMON THREAD	25	74/446467	10/12/93	1,947,274	1/9/96
AGED WASH	25	74/267581	04/20/92	1,800,152	10/19/93
AMERICAN JEAN & Design	25	75/457898	3/26/98		
AQUAWASH	25	74/243261	02/04/92	1805365	11/16/93
BB ATHLETIC ORIGINAL	25	75/388727	11/12/97		
BB CL & Design (Golf logo)	25	75/175780	10/2/96		
BB Shield Design	25	75/172129	9/26/96	2,147,208	3/31/98
BB Shield w/ Crossed Golf Clubs	25	75/388771	11/12/97		
B Swirl Design	25	75/321547	7/9/97		
B Crest	25	75/237079	2/5/97	2,137,148	2/17/98
BB Crest (Missy's)	25	75/283649	4/29/97		
B WARE	25	74/449235	10/18/93	2040869	2/25/97

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
B WARE DESIGN 1	25 16	74/468193	12/10/93	2,003,378	9/24/96
B WARE RISK EVERYTHING	25 16	74/477383	1/7/94	2044043	3/11/97
B 1 SOUL	25	75/388729	11/12/97		
B ONE SOUL	25	75/355879	9/12/97	2,198,228	10/20/98
BB2	25	75/094754	4/26/96	2,196,235	10/13/98
BB BLUE	25	75/024680	12/12/95	2,143,137	3/10/98
BBC	25	74/048054	04/10/90	1681270	03/31/92
BBC & Design	25	74/144134	02/28/91	1,826,961	3/15/94
BBC Design	25	74/475775	1/3/94	1,917,342	9/5/95
BBC EXCLUSIVE	25	75/432234	2/11/98		
BB GOLF	25	75/336903	8/6/97		
B.B.J.	25	73/716009	03/11/88	1515490	12/06/88
BIG FAN	25	75/372090	10/14/97		
BIG FAN SPORTS	25	75/372089	10/14/97		
BBM	25	73/750655	09/07/88	1533319	04/04/89
BUGLE BOY TRANSITION	25	74/722057	8/18/95	2,112,734	11/11/97

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
BLUE REVOLUTION	25	74/453426	10/26/93	1,971,657	4/30/96
BUGLE BABY	25	74/440446	09/27/93	2,142,937	3/10/98
BUGLE BEAR	28	74/491518	2/7/94	1,907,888	7/25/95
BUGLE BOY	42	74/162761	05/02/91	1695077	06/16/92
BUGLE BOY	9	74/237660	01/14/92	1766625	04/20/93
BUGLE BOY	18	75/080460	3/29/96	2054830	4/22/97
BUGLE BOY	25	73/173543	06/08/78	1113214	02/13/79
BUGLE BOY	25	73/828532	10/02/89	1615811	10/02/90
BUGLE BOY AUTHENTICS	25	74/697045	07/03/95	2,021,453	12/3/96
BUGLE BOY BAGGIES	25	74/128208	01/07/91	1,834,673	05/03/94
BUGLE BOY BOB	25	75/476623	4/29/98		
BUGLE BOY BRIDGE	25	74/717665	8/18/95	2,139,414	2/24/98
Bugle Boy Classics Label	25	75/093577	4/24/96	2,145,247	3/17/98
BUGLE BOY CLASSICS	35	75/343667	8/18/97	2,169,723	6/30/98
BUGLE BOY CLASSICS	25	75/136380	7/19/96	2,136,693	2/17/98
BUGLE BOY CLASSICS & Design	25	75/216326	12/20/96	2,138,569	2/24/98
BUGLE BOY CLASSIC JEANS	25	75/449245	3/12/98		

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
BUGLE BOY CO.	25	74/665993	4/26/95	1,958,097	2/20/96
BUGLE BOY COMPANY	25	74/666529	4/26/95	1,958,100	2/20/96
BUGLE BOY COLLECTION FOR HER	25	75/296174	5/22/97		
BUGLE BOY EXCLUSIVE	25	75/376400	10/20/97	2,202,302	11/3/98
BUGLE BOY EXCLUSIVE GOLF	25	75/501505	6/12/98		
BUGLE BOY FOR HER	25	75/016755	11/8/95	2,129,332	1/13/98
BUGLE BOY GIRLS	25	75/194181	11/6/96	2,132,165	1/27/98
BUGLE BOY GIRLS BGB & Design	25	75/203567	11/25/96	2,164,691	6/9/98
BUGLE BOY INDEPENDENCE FIT	25	75/451990	3/17/98		
BUGLE BOY INDEPENDENCE JEANS	25	75/451989	3/17/98		
BUGLE BOY JUNIORS	25	73/715998	03/11/88	1525803	02/21/89
BUGLE BOY	14	75/069390	3/8/96	2,109,801	10/28/97
BUGLEBOY.COM	35 41 42	75/023109	11/21/95		
BUGLE BOY KIDS & Design	25	73/821306	08/23/89	1626057	12/04/90

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
BUGLE BOY MEN	25	73/750668	09/07/88	1533320	04/04/89
BUGLE BOY MOTORSPORTS	25	75/100204	5/7/96	2,168,131	6/23/98
BUGLE BOY NATION	25	75/476624	4/29/98		
BUGLE BOY PAINTBALLS		75/337950	8/8/97		
BUGLE BOY PREFERRED	25	74/120626	12/04/90	1857280	10/04/94
BUGLE BOYS	25	74/200755	09/04/91	1706900	08/11/92
BUGLE BOY RACEWEAR	25	75/216327	12/20/96		
BUGLE BOY SCHOOL WEAR	25	75/165140	9/13/96		
BUGLE BOY SIGNATURE	25	75/432,235	2/11/98		
BUGLE BOY SILVER CLASSICS	25		11/19/98		
BUGLE BOY USA & Design	25	73/577753	01/14/86	1432023	03/10/87
BUGLE BOY VIRTUAL STORE	42	75/306880	6/11/97		
BUGLE GIRL	25	75/060359	2/21/96	2045781	3/18/97
BUGLETTES	25	74/446096	10/12/93	2,029,976	1/7/97
BUGLE BUGZ	25	74/645640	3/9/95		
BUGLE BUGS	25	74/645641	3/9/95		
BUGLER	25	75/123814	6/21/96	2,149,744	4/7/98

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
CADDY DESIGN	25	74/430981	8/31/93	2,003,354	9/24/96
CHINOWEAR BUGLE BOY FOR HER & Design	25	75/106161	5/17/96		
CHOICES	25	74/247139	02/19/92	1926500	10/10/95
CLASSICS 2000	25	75/581439	11/2/98		
CLASSIC CHALLENGE	25	75/265022	3/27/97		
CLASSICS CHALLENGE	25	75/265021	3/27/97		
CLOUD WASH	25	74/267583	04/20/92	1798776	10/12/93
COASTLINE	25	74/247137	02/19/92	1981311	6/18/96
COASTLINES	25	73/767629	12/5/88	1582636	2/13/90
COASTLINE and Design	25	74/283804	06/11/92	1,982,779	6/25/96
COZETTE	25	73/673438	07/20/87	1479729	03/08/88
DARK LABEL	25	75/392314	11/18/97		
DENIM GENERATION	25	74/366887	03/13/93	1851126	8/23/94
DINO WIDE	25	75/176719	10/3/96		
DINOWIDE	25	75/176720	10/3/96		
DRAGON SEVEN	25	75/306882	6/11/97		
DRY CREEK	25	74/474415	12/21/93	1,940,214	12/5/95
EASY BLUE	25	74/267580	04/20/92	1,829,879	4/5/94
EASY CARE JUST WEAR	25	74/460247	11/18/93	1,943,157	12/19/95

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
E-MAG	25	75/057348	2/13/96	2,198,795	10/20/98
ENDLESS SAIL	25	74/728907	09/14/95	2,126,037	12/30/97
FOR A HEALTHY PLANET	18 25	74/115008	11/13/90	1851110	8/23/94
FOUR PLAY	25	74/197235	08/21/91	1855228	9/20/94
GENERATION X	25	74/374292	03/29/93	1,970,283	4/23/96
GENERATION Y	25	74/590474	10/25/94		
GO BUGLE BOY LF & Design	25	75/403688	12/11/97		
GOLD CREST	25	74/267993	04/21/92	1795935	9/28/93
GOLD CREST FOR HER	25	75/029331	12/7/95	2,122,169	12/16/97
GOLD CREST FOR MEN	25	75/029327	12/7/95	2,038,492	2/18/97
GOLD CREST MACRO	25	75/092155	4/22/96		
GOLDEN WASH	25	73/741862	07/25/88	1528393	03/07/89
Golf Embroidery	25	75/188898	10/28/96		
H2O	25	74/655414	4/03/95	2,013,184	11/5/96
HARBOR ISLAND	25	74/431424	8/30/93	2063590	5/20/97
Heart & Star Design	25	75/286596	5/5/97	2,190,589	9/22/98
IL	25	75/563377	10/1/98		
ILIO	25	74/040622	03/21/90	1654648	08/20/91
ILIO	25	73/553828	08/16/85	1386864	03/18/86

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
ILIO BLUES	25	74/202772	09/12/91	1718295	09/22/92
IN CARGOS WE TRUST	25	75/347675	8/27/97		
IN-CLOTHES	25	74/187.545	07/22/91	1699196	07/07/92
INDEPENDENCE JEAN & Design	25	75/457899	3/26/98		
IT'S LARGE	25	75/563293	10/1/98		
JUNGLE JIVE	25	75/281693	4/25/97		
KICKED BACK	25	75/046931	1/23/96		
KICKED-BACK CORPORATE	25	75/046932	1/23/96		
LIBERATION JEAN	25	75/481736	5/8/98		
LIGHT LABEL	25	75/392326	11/18/97		
LI'L SOUL	25	75/531564	8/7/98		
Lion Crest (Golf)	25	75/335626	7/24/97		
MACRO	25	75/094752	4/26/96	2,201,772	11/3/98
MACROJEAN	25	75/104746	5/15/96	2,148,217	3/31/98
MOW	25	73/485741	06/19/84	1329742	04/09/85
MY OWN WHIM	25	73/480886	05/18/84	1328701	04/02/85
MY OWN WHIM	25	73/827014	09/22/89	1595512	05/08/90
NAKED AMBITION	9	75/123816	6/21/96	2,135,006	2/3/98
NATIONAL JEAN	25	75/481735	5/8/98		

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
NAVIGATA	25	74/528104	5/20/94	1,912,615	8/15/95
NEVER SAY NEVER	25	73/821304	08/23/89	1598697	05/29/90
NEUTRAL ZONE	25	74/197232	08/21/91	1903600	07/04/95
NO CARE JUST WEAR	25	74/461375	11/18/93	2049384	4/1/97
OCEAN LEAGUE	25	73/821305	08/23/89	1615808	10/02/90
OFF DUTY	25	73/414497	02/22/83	1294477	09/11/84
ONE NATION UNDER GOLF	25	75/306883	6/11/97		
ONE STYLE ONE WORLD ONE SOUL	25	75/388746	11/12/97		
ORANGE PEEL	25	73/741861	07/25/88	1527060	02/28/89
PACIFIC BREEZE	25	75/130100	7/5/96		
π	25	75/064579	2/28/96	2,114,666	11/18/97
π TECH	25	75/064580	2/28/96	2,114,667	11/18/97
Pi-Tech	25	75/167382	9/17/96	2,079,407	7/15/97
RED, WHITE & BUGLE BOY	25	75/102629	5/10/96		
RISK EVERYTHING	25 16	74/455512	11/1/93	1,978,699	6/4/96
ROW 1	25	73/673443	07/20/87	1479730	03/08/88
ROW ONE	25	73/673437	07/20/87	1479728	03/08/88
ROW ONE	25	74/040621	03/21/90	1652759	07/30/91

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
SHARK PATROL	25	75/257720	3/14/97	2,180,169	8/11/98
SLICE THE ICE	25	74/696008	6/30/95	2,093,481	9/2/97
SNOW FLEECE	25	74/630970	2/7/95	1,980,298	6/11/96
SOLAR SHADES	25	74/181012	06/28/91	1818495	1/25/94
SOUL STAR	25	75/478216	5/1/98		
SPECIAL ISSUE	25	73/724610	04/25/88	1533230	04/04/89
SPIRIT OF WILDERNESS	25	74/274461	05/11/92	1776603	06/15/93
SPORTING WEAR BY BBC & Design	25	73/306289	04/17/81	1218475	11/30/82
SPORTING WEAR BY BUGLE BOY CO. & Design	25	73/312335	05/29/81	1214082	10/26/82
SPOT ME.	25	75/339216	8/7/97		
SPOT ME.	18	75/339822	8/7/97		
STREET KNOWLEDGE	25	74/394900	05/21/93	1,887,969	4/4/95
SURF SHACK	25	75/321546	7/9/97		
THE ORIGINAL CARGO PANT	25	75/354188	9/9/97		
KING TIGER	25	75/197190	8/28/96	2,182,851	8/18/98
THE MILLENNIUM SERIES	25	75/581438	11/2/98		
TIGER CHOKE	25	75/190288	10/30/96		5/19/98
TIGER TRAIN	25	75/197195	8/28/96		

<u>MARK</u>	<u>CL</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
TIGER WORLD	25	75/197192	8/28/96	2,184,839	8/25/98
ULTRA BLUE	25	75/100205	4/29/96	2,181,099	8/11/98
UNIFORMWEAR	25	75/158663	8/30/96		
VINCENTE	25	74/120394	12/04/90	1659852	10/08/91
WATER BUGS	25	75/151682	8/16/96	2,149,777	4/7/98
WATER BUGZ	25	74/519283	4/20/94	2,147,959	3/31/98
Wave Design	25	75/351587	7/28/98		
WEAR 'EM BIG	25	75/180458	10/11/96	2,194,145	10/6/98
WEATHER WASH	25	75/581436	11/2/98		
WHERE FASHION MEETS VALUE	25	75/122035	6/19/96		
XPENSE	25	75/307558	6/12/97		

BUGLE BOY INDUSTRIES, INC. — UNITED STATES DESIGN FEATURES STATUS LIST

<u>COUNTRY</u>	<u>MARK</u>	<u>CL</u>	<u>REGISTER</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG DATE</u>
United States	Angled Top Front Fly	25	Supplemental	73/723003	04/18/88	1564026	10/31/89
United States	Angled Top Front Fly With Top Label Placement	25	Supplemental	73/723002	04/18/88	1570483	12/05/89
United States	Center Belt Loop with BUGLE BOY	25	Principal	74/148084	03/15/91	1761436	3/30/93
United States	Bugle Boy	25	Principal	73/722708	04/18/88	1518076	12/27/88

BUGLE BOY INDUSTRIES, INC. — UNITED STATES DESIGN FEATURES STATUS LIST

<u>COUNTRY</u>	<u>MARK</u>	<u>CL</u>	<u>REGISTER</u>	<u>APP. NUMBER</u>	<u>APP. DATE</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
	Snap						
United States	Double Pant Fly Flap	25	Supplemental	73/722949	04/18/88	1572658	12/19/89
United States	Front Watch Pocket Tab with Bugle Boy	25	Supplemental	73/722714	04/18/88	1527031	02/28/89

WORLD WIDE WEB DOMAIN NAMES

bugleboy.com

b1soul.com

AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Amendment, dated as of December 21, 1998 (the "Amendment"), to the Trademark Security Agreement (the "Agreement"), dated as of December 4, 1998, is entered into by and between Bugle Boy Industries, Inc., having its principal place of business at 2900 Madera Road, Simi Valley, California 93065 ("Debtor"), and Dr. William C.W. Mow, an individual United States citizen ("Secured Party").

WHEREAS, Secured Party and Debtor have entered into a Letter of Credit Reimbursement Agreement, dated as of November 25, 1998 (the "Letter of Credit Reimbursement Agreement"), providing for Secured Party, upon the terms and subject to the conditions therein set forth, to open letters of credit in an aggregate amount not exceeding \$12,500,000 at any time outstanding at the request of Debtor to finance the importation of certain inventory of Debtor; and

WHEREAS, Secured Party and Debtor have entered into an Amendment to Letter of Credit Reimbursement Agreement, dated as of December 21, 1998, providing for Secured Party, upon the terms and subject to the conditions therein set forth, to increase the aggregate amount of letters of credit available as aforementioned to an aggregate amount of \$20,000,000 at any time outstanding; and

WHEREAS, the obligation of Debtor to so open letters of credit and any and all other obligations of Debtor under the Letter of Credit Reimbursement Agreement as so amended are subject to a condition precedent that Debtor shall have executed and delivered to Secured Party a trademark security agreement in favor of Secured Party granting a security interest in any and all trademarks, trade names, copyrights, patents and goodwill of Debtor, and any and all proceeds thereof, to secure the payment and performance of the commission and reimbursement payment obligations and other obligations of Debtor under the Letter of Credit Reimbursement Agreement as so amended;


NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Party to open letters of credit pursuant to the Letter of Credit Reimbursement Agreement as so amended, Debtor and Secured Party hereby agree as follows:

1. Debtor hereby acknowledges and agrees that the security interest granted under Section 1 of the Agreement does and shall secure the complete and timely payment, observance and performance of all of Debtor's obligations to the Secured Party under the Letter of Credit Reimbursement Agreement as amended by this Amendment and by any subsequent amendment.

2. Debtor shall take all actions that may be necessary or desirable, or may be requested by Secured Party, in order to perfect, continue, evidence, preserve, protect or validate the security interest acknowledged under Section 1 above, or to enable Secured Party to exercise and enforce his rights hereunder, including, without limitation, executing and delivering one or more financing statements, other documents or instruments, in form and substance satisfactory to Secured Party.

IN TESTIMONY WHEREOF, Debtor and Secured Party have executed this Amendment to Trademark Security Agreement as of this 21st day of December, 1998.

BUGLE BOY INDUSTRIES, INC.

By: 

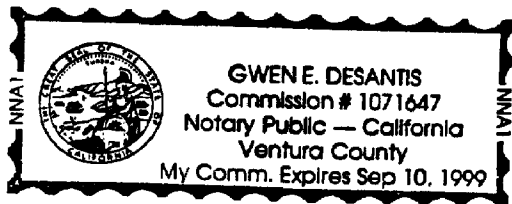
Diane L. Becker
Senior Vice President

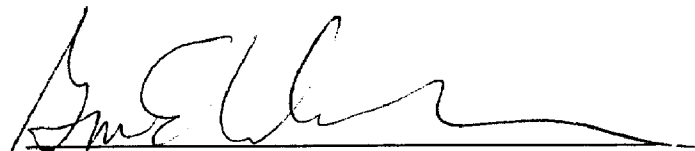

WILLIAM C.W. MOW

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On December 22, 1998 before me, Gwen E. DeSantis, personally appeared Diane L. Becker, Senior Vice President, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that she executed the same in her authorized capacity, and that by her signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

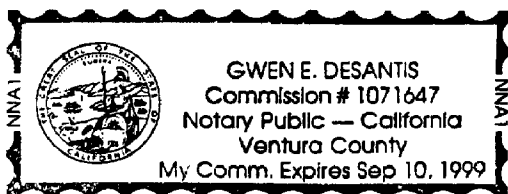


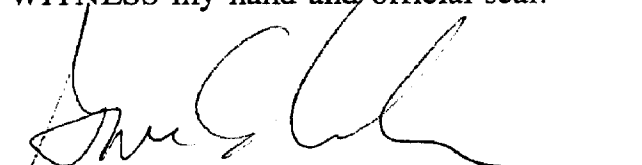

Notary Public

STATE OF CALIFORNIA)
) SS.
COUNTY OF VENTURA)

On December 22, 1998 before me, Gwen E. DeSantis, personally appeared William C.W. Mow, personally known to me to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.




Notary Public

I\WJS\AGR\TMSE\CABB\DB

THE SECURITY INTERESTS GRANTED UNDER THIS AGREEMENT ARE SUBORDINATED TO ALL SECURITY INTERESTS OF FOOTHILL CAPITAL CORPORATION, AS AGENT FOR ITSELF AND OTHER LENDERS ("SENIOR LENDER") PURSUANT TO THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT ENTERED INTO BETWEEN THE ACCOUNT PARTY AND SENIOR LENDER DATED AS OF APRIL 23, 1999.

SECOND AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Second Amendment, dated as of April 23, 1999 (the "Amendment"), to the Trademark Security Agreement (the "Agreement"), dated as of December 4, 1998, and heretofore amended as of December 21, 1998, is entered into by and between Bugle Boy Industries, Inc., having its principal place of business at 2900 Madera Road, Simi Valley, California 93065 ("Debtor"), and Dr. William C.W. Mow, an individual United States citizen ("Secured Party").

WHEREAS, Secured Party and Debtor have entered into a Letter of Credit Reimbursement Agreement, dated as of November 25, 1998, as heretofore amended as of December 21, 1998 and being further amended concurrently herewith (the "Letter of Credit Reimbursement Agreement"), providing for Secured Party, upon the terms and subject to the conditions therein set forth, to open letters of credit at the request of Debtor to finance the importation of certain inventory of Debtor; and

WHEREAS, the obligation of Debtor to so open letters of credit and any and all other obligations of Debtor under the Letter of Credit Reimbursement Agreement are subject to a condition precedent that Debtor shall have executed and delivered to Secured Party a trademark security agreement in favor of Secured Party granting a security interest in any and all trademarks, trade names, copyrights, patents and goodwill of Debtor, and any and all proceeds thereof, to secure the payment and performance of the commission and reimbursement payment obligations and other obligations of Debtor under the Letter of Credit Reimbursement Agreement; and

WHEREAS, Debtor desires Secured Party to loan Debtor funds in the principal amount of \$3,500,000, and Secured Party is willing to loan Debtor such funds, but only on the condition that Debtor shall have executed and delivered its interest-bearing Secured Promissory Note, dated as of April 23, 1999 (the "Secured Promissory Note"), in favor of Secured Party, evidencing such loan and secured by the aforementioned security interest; and

WHEREAS, Debtor desires to defer the accrual and payment of \$2,800,000 of S Corporation distributions to reimburse Secured Party for payments made by Secured Party in respect of his 1997 federal and state income taxes payable on the overall net income of Debtor for its tax year ended April 30, 1997, and Secured Party is willing to acquiesce in such deferral until on or after January 1, 2001, but only on the condition that Debtor extend its grant of the aforementioned security interest to secure the aforementioned S Corporation distribution and any other future S Corporation distributions declared or accrued on or after the date hereof.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Party to open letters of credit

pursuant to the Letter of Credit Reimbursement Agreement, to extend the aforementioned loan, and to acquiesce in the deferral of the aforementioned S Corporation distribution, Debtor and Secured Party hereby agree as follows:

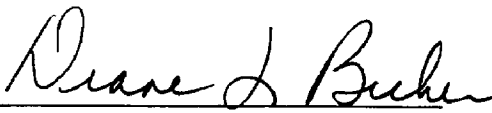
1. Debtor hereby acknowledges and agrees that the security interest granted under Section 1 of the Agreement does and shall secure the complete and timely payment, observance and performance of all of Debtor's obligations to the Secured Party (i) under the Letter of Credit Reimbursement Agreement, as amended by the Second Amendment to Letter of Credit Reimbursement Agreement of even date herewith, between Debtor and Secured Party, and by any subsequent amendment; (ii) under the Secured Promissory Note; and (iii) in respect of any distribution declared or accrued by Debtor for the purpose of permitting Secured Party to pay, or reimbursing Secured Party for payment of, taxes.

2. Debtor shall take all actions that may be necessary or desirable, or may be requested by Secured Party, in order to perfect, continue, evidence, preserve, protect or validate the security interest acknowledged under Section 1 above, or to enable Secured Party to exercise and enforce his rights hereunder, including, without limitation, executing and delivering one or more financing statements, other documents or instruments, in form and substance satisfactory to Secured Party.

3. If one or more provisions contained in the Agreement, as amended by this Amendment, shall be invalid, illegal, or unenforceable in any respect, in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, nor shall it invalidate or render illegal or enforceable any other provision of this Agreement.

IN TESTIMONY WHEREOF, Debtor and Secured Party have executed this Second Amendment to Trademark Security Agreement as of this 23rd day of April, 1999.

BUGLE BOY INDUSTRIES, INC.

By: 
Diane L. Becker
Senior Vice President


WILLIAM C.W. MOW

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

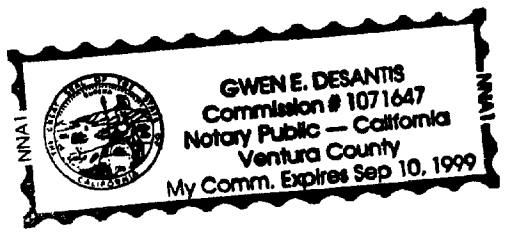
State of California

County of Ventura

On April 23, 1999 before me, Gwen E. DeSantis, Notary,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Diane L. Becker,
Name(s) of Signer(s)

personally known to me – OR – proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Gwen E. DeSantis
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Amendment to Trademark Security

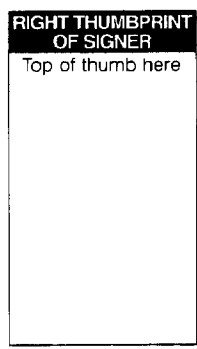
Document Date: Agreement 4/23/99 Number of Pages: 2

Signer(s) Other Than Named Above: William C. W. Mow

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

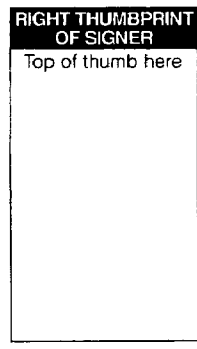
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

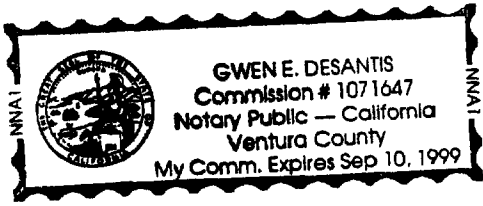
State of California

County of Ventura

On April 23, 1999 before me, Gwen E. De Santis, Notary

personally appeared William C. W. Mow

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.
Gwen E. De Santis
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Second Amendment to Fredmark Security Agreement

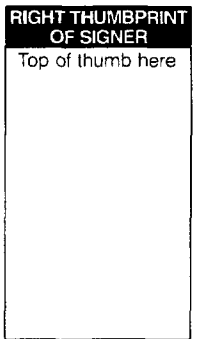
Document Date: 4/23/99 Number of Pages: 2

Signer(s) Other Than Named Above: Diane L. Becker

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

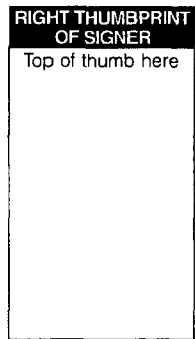
- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

Signer's Name: _____

- Individual
- Corporate Officer
Title(s): _____
- Partner — Limited General
- Attorney-in-Fact
- Trustee
- Guardian or Conservator
- Other: _____



Signer Is Representing:

THE SECURITY INTERESTS GRANTED UNDER THIS AGREEMENT ARE SUBORDINATED TO ALL SECURITY INTERESTS OF FOOTHILL CAPITAL CORPORATION, AS AGENT FOR ITSELF AND OTHER LENDERS ("SENIOR LENDER") PURSUANT TO THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT ENTERED INTO BETWEEN THE SECURED PARTY AND SENIOR LENDER DATED AS OF APRIL 23, 1999, AS AMENDED FROM TIME TO TIME.

THIRD AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Third Amendment, dated as of March 30, 2000 (the "Amendment"), to the Trademark Security Agreement (the "Agreement"), dated as of December 4, 1998, and heretofore amended as of December 21, 1998 and April 23, 1999, is entered into by and between Bugle Boy Industries, Inc., a California corporation, having its principal place of business at 2900 Madera Road, Simi Valley, California 93065 ("Debtor"), and Dr. William C.W. Mow, an individual United States citizen ("Secured Party").

WHEREAS, concurrently herewith, Debtor is entering into that certain Amendment Number Two and Waiver to Loan and Security Agreement (the "Second Amendment"), with General Electric Capital Corporation, a New York corporation, as documentation agent thereunder, Foothill Capital Corporation, a California corporation, as agent thereunder ("Agent"), and the financial institutions that are signatory to that certain Loan and Security Agreement, dated as of April 23, 1999, as amended by that certain Amendment Number One to Loan and Security Agreement, dated as of May 20, 1999;

WHEREAS, in connection with the Second Amendment, Debtor and Secured Party are entering into that certain Subordinated Loan Agreement, dated as of the date hereof (the "Subordinated Loan Agreement"), with Agent, pursuant to which Secured Party will loan Debtor funds, in one or more installments, in the maximum principal amount of up to \$9,500,000 at any one time outstanding;

WHEREAS, in connection with the Subordinated Loan Agreement, Debtor will issue a promissory note, dated as of the date hereof (the "Secured Promissory Note"), in favor of Secured Party; and

WHEREAS, Debtor wishes to collateralize its obligations under the Subordinated Loan Agreement and the Secured Promissory Note by granting to Secured Party a security interest in certain of its assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Party to extend the aforementioned loans evidenced by the Secured Promissory Note, Debtor and Secured Party hereby agree as follows:

1. Debtor hereby acknowledges and agrees that the security interest granted under Section 1 of the Agreement does and shall secure the complete and timely payment, observance and performance of all of Debtor's obligations to the Secured Party under the Subordinated Loan Agreement and the Secured Promissory Note.

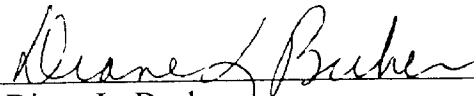
2. Debtor shall take all actions that may be necessary or desirable, or may be requested by Secured Party, in order to perfect, continue, evidence, preserve, protect or validate the security interest acknowledged under Section 1 above, or to enable Secured Party to exercise and enforce his rights hereunder, including, without limitation, executing and delivering one or more financing statements, other documents or instruments, in form and substance satisfactory to Secured Party.

3. If one or more provisions contained in the Agreement, as amended by this Amendment, shall be invalid, or unenforceable in any respect, in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not in validate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, nor shall in invalidate or render illegal or enforceable any other provision of this Agreement.

[Signature page follows]

IN TESTIMONY WHEREOF, Debtor and Secured Party have executed this
Third Amendment to Trademark Security Agreement as of the date first above written.

BUGLE BOY INDUSTRIES, INC.

By: 
Diane L. Becker
Senior Vice President


WILLIAM C.W. MOW

Third amendment to Trademark Security Agreement

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

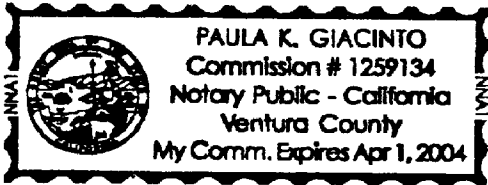
County of Ventura } ss.

On October 20, 2000, before me, Paula K. Giacinto Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William C.W. Mou,
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

(Paula K) Giacinto
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Third Amendment to Trademark Security Agreement

Document Date: March 30, 2000 Number of Pages: 3

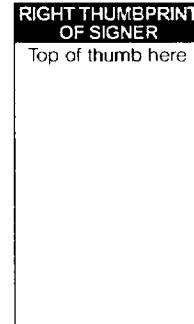
Signer(s) Other Than Named Above: Diane L. Becker

Capacity(ies) Claimed by Signer

Signer's Name: William C.W. Mou

- Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

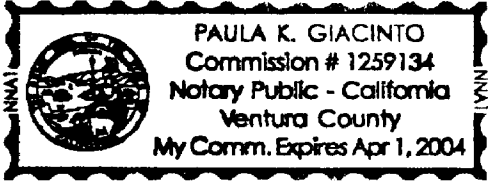
County of Ventura } ss.

On Oct 20, 2000, before me, Paula K. Giacinto, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Diane S. Becker
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Paula K. Giacinto
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Third Amendment to Trademark Security Agreement

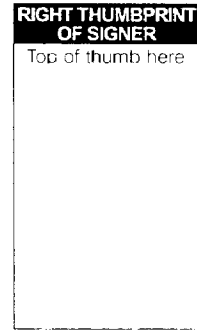
Document Date: March 30, 2000 Number of Pages: 3

Signer(s) Other Than Named Above: William C.W. Moa

Capacity(ies) Claimed by Signer

Signer's Name: Diane S. Becker
 Individual
 Corporate Officer — Title(s): Senior Vice President
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: Bugje Pro-Industries Inc.



THE SECURITY INTERESTS GRANTED UNDER THIS AGREEMENT ARE SUBORDINATED TO ALL SECURITY INTERESTS OF FOOTHILL CAPITAL CORPORATION, AS AGENT FOR ITSELF AND OTHER LENDERS ("SENIOR LENDER") PURSUANT TO THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT ENTERED INTO BETWEEN THE SECURED PARTY AND SENIOR LENDER DATED AS OF APRIL 23, 1999, AS AMENDED FROM TIME TO TIME.

FOURTH AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Fourth Amendment, dated as of June 30, 2000 (the "Amendment"), to the Trademark Security Agreement (the "Agreement"), dated as of December 4, 1998, and heretofore amended as of December 21, 1998, April 23, 1999, and March 30, 2000, is entered into by and between Bugle Boy Industries, Inc., a California corporation, having its principal place of business at 2900 Madera Road, Simi Valley, California 93065 ("Debtor"), and Dr. William C.W. Mow, an individual United States citizen ("Secured Party").

WHEREAS, concurrently herewith, Debtor is entering into that certain Amendment Number Three to Loan and Security Agreement (the "Third Amendment"), with General Electric Capital Corporation, a New York corporation, as documentation agent thereunder, Foothill Capital Corporation, a California corporation, as agent thereunder ("Agent"), and the financial institutions that are signatory to that certain Loan and Security Agreement, dated as of April 23, 1999, as amended by that certain Amendment Number One to Loan and Security Agreement, dated as of May 20, 1999, as amended by that certain Amendment Number Two to Loan and Security Agreement, dated as of March 30, 2000;

WHEREAS, in connection with the Third Amendment, Debtor has issued in favor of Secured Party that certain Secured Promissory Note, dated as of the date hereof (the "Discretionary Subordinated Note"), pursuant to which Secured Party will loan Debtor funds, in one or more installments, in the maximum principal amount of up to \$5,000,000 at any one time outstanding; and

WHEREAS, Debtor wishes to collateralize its obligations under the Discretionary Promissory Note by granting to Secured Party a security interest in certain of its assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce Secured Party to extend the aforementioned loans evidenced by the Discretionary Subordinated Note, Debtor and Secured Party hereby agree as follows:

1. Debtor hereby acknowledges and agrees that the security interest granted under Section 1 of the Agreement does and shall secure the complete and timely payment, observance and performance of all of Debtor's obligations to the Secured Party under the Discretionary Subordinated Note.
2. Debtor shall take all actions that may be necessary or desirable, or may be requested by Secured Party, in order to perfect, continue, evidence, preserve, protect or validate the security interest acknowledged under Section 1 above, or to enable Secured

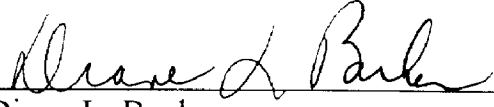
Party to exercise and enforce his rights hereunder, including, without limitation, executing and delivering one or more financing statements, other documents or instruments, in form and substance satisfactory to Secured Party.

3. If one or more provisions contained in the Agreement, as amended by this Amendment, shall be invalid, or unenforceable in any respect, in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not in validate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, nor shall in invalidate or render illegal or enforceable any other provision of this Agreement.

[Signature page follows]

IN TESTIMONY WHEREOF, Debtor and Secured Party have executed this Fourth Amendment to Trademark Security Agreement as of the date first above written.

BUGLE BOY INDUSTRIES, INC.

By: 
Diane L. Becker
Senior Vice President


WILLIAM C.W. MOW

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

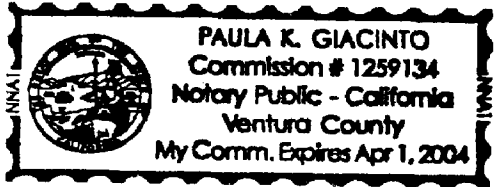
County of Ventura } ss.

On October 20, 2000, before me, Paula K. Giacinto, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William C.W. Mow
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Paula K. Giacinto
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Fourth Amendment to Trademark Security Agreement

Document Date: June 30, 2000 Number of Pages: 3

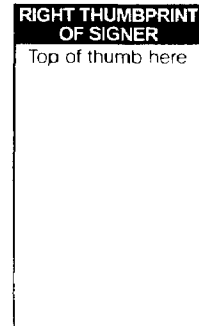
Signer(s) Other Than Named Above: Diane L. Becker

Capacity(ies) Claimed by Signer

Signer's Name: William C.W. Mow

- Individual
- Corporate Officer — Title(s): _____
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: _____



CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura } SS.

On October 20, 2000 before me, Paula K. Giacinto, Notary Public
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

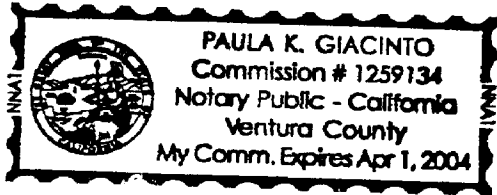
personally appeared Diane L. Becker
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Paula K. Giacinto
Signature of Notary Public



Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Fourth Amendment to Trademark Security Agreement

Document Date: June 30, 2000 Number of Pages: 3

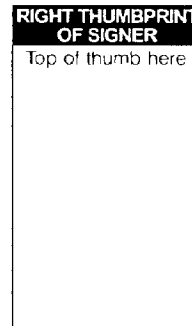
Signer(s) Other Than Named Above: William C.W. Mow

Capacity(ies) Claimed by Signer

Signer's Name: Diane L. Becker

- Individual
- Corporate Officer — Title(s): Senior Vice President
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Imagi Boy Industries, Inc.



THE SECURITY INTERESTS GRANTED UNDER THIS AGREEMENT ARE SUBORDINATED TO ALL SECURITY INTERESTS OF FOOTHILL CAPITAL CORPORATION, AS AGENT FOR ITSELF AND OTHER LENDERS ("SENIOR LENDER") PURSUANT TO THAT CERTAIN INTERCREDITOR AND SUBORDINATION AGREEMENT ("INTERCREDITOR AGREEMENT") ENTERED INTO BETWEEN THE SECURED PARTY AND SENIOR LENDER DATED AS OF APRIL 23, 1999, AS AMENDED FROM TIME TO TIME.

FIFTH AMENDMENT TO TRADEMARK SECURITY AGREEMENT

This Fifth Amendment, dated as of October 11, 2000 (the "Amendment"), to the Trademark Security Agreement (the "Agreement"), dated as of December 4, 1998, and heretofore amended as of December 21, 1998, April 23, 1999, March 30, 2000, and June 30, 2000, is entered into by and between Bugle Boy Industries, Inc., a California corporation, having its principal place of business at 2900 Madera Road, Simi Valley, California 93065 ("Debtor"), and Dr. William C.W. Mow, an individual United States citizen ("Secured Party").

WHEREAS, concurrently herewith, Debtor is entering into that certain letter agreement (the "Forbearance Letter") relating to that certain Loan and Security Agreement, dated as of April 23, 1999, as amended by that certain Amendment Number One to Loan and Security Agreement, dated as of May 20, 1999, Amendment Number Two to Loan and Security Agreement, dated as of March 30, 2000, and Amendment Number Three to Loan and Security Agreement, dated as of June 30, 2000, with General Electric Capital Corporation, a New York corporation, as documentation agent thereunder, Foothill Capital Corporation, a California corporation, as agent thereunder ("Agent"), and the financial institutions that are signatory thereto (the "Lenders"), under which Forbearance Letter, Agent on behalf of the Lenders has agreed, subject to the satisfaction of certain conditions set forth therein, to forbear from exercise of certain rights resulting from the occurrence of the Designated Events of Default as defined therein; and

WHEREAS, in connection with the Forbearance Letter, Debtor has issued in favor of Secured Party that certain Secured Promissory Note, dated as of the date hereof (the "Supplemental Subordinated Note"), and Secured Party has agreed that the amount of \$2,200,000, representing a portion of the proceeds retained from the sale of the Gulfstream IV aircraft of Debtor, will be remitted to Debtor; and

WHEREAS, Debtor wishes to collateralize its obligations under the Supplemental Subordinated Note by granting to Secured Party a security interest in certain of its assets.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and in order to induce the making of the agreements set forth in the Forbearance Letter, Debtor and Secured Party hereby agree as follows:

1. Debtor hereby acknowledges and agrees that the security interest granted under Section 1 of the Agreement does and shall secure the complete and timely

payment, observance and performance of all of Debtor's subordinated obligations to the Secured Party under the Supplemental Subordinated Note.

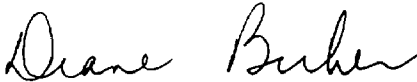
2. Subject to the rights of Agent and Lenders under the Intercreditor Agreement, Debtor shall take all actions that may be necessary or desirable, or may be requested by Secured Party, in order to perfect, continue, evidence, preserve, protect or validate the security interest acknowledged under Section 1 above, or to enable Secured Party to exercise and enforce his rights hereunder, including, without limitation, executing and delivering one or more financing statements, other documents or instruments, in form and substance satisfactory to Secured Party.

3. If one or more provisions contained in the Agreement, as amended by this Amendment, shall be invalid, or unenforceable in any respect, in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, nor shall it invalidate or render illegal or enforceable any other provision of this Agreement.

[Signature page follows]

IN TESTIMONY WHEREOF, Debtor and Secured Party have executed this Fifth Amendment to Trademark Security Agreement as of the date first above written.

BUGLE BOY INDUSTRIES, INC.

By: 
Diane L. Becker
Senior Vice President


WILLIAM C.W. MOW

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

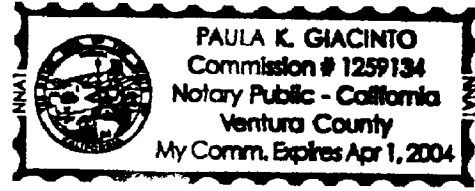
County of Ventura } ss.

On Oct 20 2000, before me, Paula K. Giacinto, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared William C.W. Mow
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.
Paula K. Giacinto
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

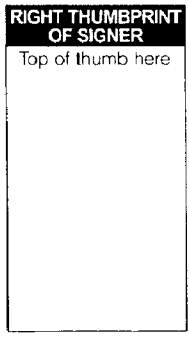
Title or Type of Document: Fifth Amendment to Trademark Security Agreement

Document Date: October 11, 2000 Number of Pages: 3

Signer(s) Other Than Named Above: Diane L. Beeper

Capacity(ies) Claimed by Signer

Signer's Name: William C.W. Mow
 Individual
 Corporate Officer — Title(s): _____
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____



Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of Ventura

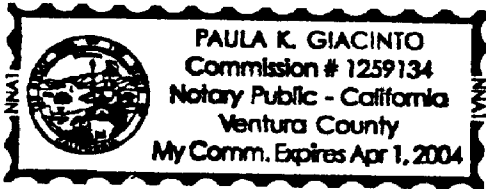
SS.

On Oct 20, 2000, before me, Paula K. Giacinto, Notary Public,
Date Name and Title of Officer (e.g., "Jane Doe, Notary Public")

personally appeared Diane L. Becker
Name(s) of Signer(s)

personally known to me
 proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



Place Notary Seal Above

WITNESS my hand and official seal.

Paula K. Giacinto
Signature of Notary Public

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Fifth Amendment to Trademark Security Agreement

Document Date: October 11, 2000 Number of Pages: 3

Signer(s) Other Than Named Above: William P. W. Moore

Capacity(ies) Claimed by Signer

Signer's Name: Diane L. Becker
 Individual
 Corporate Officer — Title(s): Senior Vice President
 Partner — Limited General
 Attorney in Fact
 Trustee
 Guardian or Conservator
 Other: _____

Signer Is Representing: Boyle Bay Industries Inc.

