



01-16-2001



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Handwritten: 1-9-01

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 Change of Name

Effective Date
Month Day Year

Other Amended and Restated Trademark and Trademark Applications Security Agreement

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)

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

01/16/2001 DNGUYEN 00000230 75457066

01 FC:481 40.00 OP

02 FC:482 600.00 OP

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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: 2212 FRAME: 0827

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="75/457,066"/>	<input type="text" value="75/776,771"/>	<input type="text" value="75/749,727"/>	<input type="text" value="2,298,918"/>	<input type="text" value="2,046,868"/>	<input type="text"/>
<input type="text" value="75/749,725"/>	<input type="text" value="75/777,078"/>	<input type="text" value="75/833,058"/>	<input type="text" value="2,184,264"/>	<input type="text" value="2,266,303"/>	<input type="text"/>
<input type="text" value="75/849,118"/>	<input type="text" value="75/776,773"/>	<input type="text" value="75/833,057"/>	<input type="text" value="2,165,349"/>	<input type="text" value="1,843,879"/>	<input type="text"/>

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

23 October 2000

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

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	75/979,166	<input type="text"/>
75/859,286	75/777,076	<input type="text"/>
75/776,782	75/776,772	<input type="text"/>
75/777,077	<input type="text"/>	<input type="text"/>
75/719,972	<input type="text"/>	<input type="text"/>
75/534,728	<input type="text"/>	<input type="text"/>
75/413,469	<input type="text"/>	<input type="text"/>

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**AMENDED AND RESTATED
TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

**Fleet Retail Finance Inc.
AGENT**

September 29, 2000

THIS AGREEMENT is made between

Fleet Retail Finance Inc. (in such capacity, the "**Agent**"), a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as agent for a syndicate of revolving credit lenders (the "**Revolving Credit Lenders**")

and

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

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

WITNESSETH:

WHEREAS, the Borrowers and certain of their affiliated entities entered into a loan arrangement with Fleet Retail Finance Inc. on or about May 4, 2000, which was evidenced by, among other documents, a certain Trademark and Trademark Application Security Agreement (the "**Original Trademark Agreement**");

WHEREAS, Fleet Retail Finance Inc., as Agent for the ratable benefit of a syndicate of lenders has acquired all right, title, and interest under the original loan arrangement, and the Original Trademark Agreement; and

WHEREAS, the parties hereto desire to amend and restate the Original Trademark Agreement in its entirety.

..1..

**TRADEMARK
REEL: 2212 FRAME: 0830**

NOW, THEREFORE, the parties hereto agree as follows:

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

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby creates a security interest in favor of the Agent (for the ratable benefit of the Agent and the Revolving Credit Lenders), with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "**TM Collateral**"):

(a) All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

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

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

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

3. **PROTECTION OF MARKS BY BORROWER:** Prior to the Agent's foreclosure on or other action against the security interest granted hereunder, and subject in each case to the Borrower's use or continued use of such mark(s) in its ordinary course, the Borrower shall undertake the following with respect to each item respectively described in Sections 2(a) and 2(b) (collectively, the "**Marks**"):

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

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

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

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

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

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

(c) The Borrower shall give the Agent written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:

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

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

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

5 **AGREEMENT APPLIES TO FUTURE MARKS:**

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

(b) The Borrower hereby authorizes the Agent to take all such action consistent with this TM Security Agreement and the Loan Agreement, reasonably requested to protect the Agent's

interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

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

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

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

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

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

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

(b) the occurrence of any Event of Default,

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

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

9. **AGENT AS ATTORNEY IN FACT:**

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

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

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

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

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

10. **AGENT'S RIGHTS:**

(a) Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

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

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

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

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

URBAN BRANDS, INC.
(The "Borrower")

FLEET RETAIL FINANCE INC.
(The "Agent")

By [Signature]
Name JEFFREY A. KLEIN
Secretary
Title

By [Signature]
Name James R. Dore
Title Director

THE COM. OF MASSACHUSETTS
COUNTY OF SUFFOLK SS

Then personally appeared before me JEFFREY KLEIN who acknowledged that such person is the duly authorized SECRETARY of Urban Brands, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 28th day of SEPTEMBER, 2000

[Signature]
CARLA TAVARES Notary Public
My Commission Expires: 9/2/01

THE COM. OF MASSACHUSETTS
COUNTY OF SUFFOLK

Then personally appeared before me JAMES DORE, who acknowledged that such person is the duly authorized DIRECTOR of Fleet Retail Finance Inc. and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 2nd day of OCTOBER, 2000.

[Signature]
CARLA TAVARES Notary Public
My Commission Expires: 9/2/01

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	19
PHAT KIDS	75/719,972	6-3-99	20
SEXY ANYWHERE	75/534,728	8-11-98	21
URBAN BRANDS LTD.	75/413,469	12-31-97	22
URBAN BRANDS LTD.	75/979,166	12-31-97	23
YOLANDA DESIGN	75/777,076	8-16-99	24
ZOE DESIGN	75/776,772	8-16-99	25
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	