



01-30-2001

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02-06-2001



101606631

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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
 - Other AMENDMENT TO TRADEMARK COLLATERAL ASSIGN.
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name JEANJER, LTD.

Execution Date
Month Day Year
1/10/01

Formerly _____

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

Receiving Party

Mark if additional names of receiving parties attached

Name ISRAEL DISCOUNT BANK OF NEW YORK

DBA/AKA/TA _____

Composed of _____

Address (line 1) 511 FIFTH AVENUE

Address (line 2) _____

Address (line 3) NEW YORK

NEW YORK/USA

10000

City

State/Country

Zip Code

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

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.)

02/05/2001 GTON11 00000089 1476910

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Refund Ref: 02/05/2001 GTON11 0000101733

01 FC:481
02 FC:482

40.00 OP
275.00 OP

CHECK Refund Total: \$50.00

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: 002232 FRAME: 0898

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="SEE"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,476,910"/>	<input type="text" value="1,460,120"/>	<input type="text"/>
<input type="text" value="SCHEDULE A-1"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,340,867"/>	<input type="text" value="1,869,688"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,308,130"/>	<input type="text"/>	<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.

SUE NICHOLS

Sue Nichols
Signature

1/24/2001

Date Signed

Name of Person Signing

969852-015

SCHEDULE A-1
Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Filing Date	Country

TRADEMARK REGISTRATION			
Trademark	Application Number	Filing Date	Country
GSL	#2,300,017	December 14, 1999	U.S.A.
RALPH NAKASH	#2,237,682	April 6, 1999	U.S.A.
STUDEBAKER	#2,071,900	June 17, 1997	U.S.A.
BLUE STAR	#2,040,758	February 25, 1997	U.S.A.
GASOLINE	#1,869,688	December 27, 1994	U.S.A.
GASOLINE	#1,788,258	July 17, 1993	U.S.A.
GAS	#1,522,947	August 22, 1989	U.S.A.
JEANJER	#1,476,910	February 16, 1988	U.S.A.
GSL	#75/496,438	June 4, 1998	U.S.A.

AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Amendment to Trademark Collateral Assignment and Security Agreement ("Amendment"), dated January 10, 2001, is entered into by Jeanjer, Ltd. ("Pledgor"), with an address of 1400 Broadway, New York, New York and delivered to Israel Discount Bank of New York, as Agent ("Agent"), with an address of 511 Fifth Avenue, New York, New York, on behalf of Lenders (as defined below).

Background

A. On or about April 14, 1997, Pledgor and Agent, on behalf of Banks identified therein, executed that certain Trademark Collateral Assignment and Security Agreement (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. This Amendment is being delivered in connection with that certain Amended and Restated Loan and Security Agreement, of even date therewith, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively, "Lenders"), (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Loan Agreement"), which Loan Agreement amends and restates the financing arrangements between the parties previously evidenced by a certain Line of Credit Letter Agreement and related agreements dated April 14, 1997 (the "Prior Loan Documents").

C. Pursuant to the Prior Loan Documents and the Trademark Security Agreement, Pledgor granted to Agent a lien on and security interest in all of Pledgor's Trademarks (as defined therein), including the trademarks listed on Schedule A thereto (which Schedule A is also attached hereto).

D. Pledgor has acquired certain additional trademarks, servicemarks, and tradenames as set forth on Schedule A-1 attached hereto and made part hereof (collectively, "Additional Trademarks").

E. Pledgor and Agent desire to execute this Amendment for the purpose of, inter alia, granting, ratifying and confirming Agent's lien on and security interest in the Trademarks and the Additional Trademarks for the benefit of the Lenders and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor reconfirms its grant of a lien and security

interest to Agent, for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Trademarks (which shall for all purposes hereafter, include the Additional Trademarks), together with all the goodwill of Pledgor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the lien and security interest of Agent shall be held on behalf of Lenders and shall unconditionally secure the Obligations (as defined in the Loan Agreement), and the rights and remedies of Agent with respect to the security interest in the Trademarks reconfirmed and granted hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Amendment.

3. Schedule A to the Trademark Agreement is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. All of the terms, conditions and provisions of the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect, except to the extent modified herein.

5. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

JEANJER, LTD.

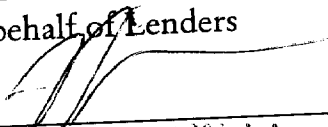
By: _____

Name:

Title:

Approved and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK, as Agent
on behalf of Lenders

By:  _____

Name: Howard Weinberg

Title: First Vice President

By:  _____

Name: Tim McLurry

Title: Assistant Manager

interest to Agent, for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Trademarks (which shall for all purposes hereafter, include the Additional Trademarks), together with all the goodwill of Pledgor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the lien and security interest of Agent shall be held on behalf of Lenders and shall unconditionally secure the Obligations (as defined in the Loan Agreement), and the rights and remedies of Agent with respect to the security interest in the Trademarks reconfirmed and granted hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Amendment.

3. Schedule A to the Trademark Agreement is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. All of the terms, conditions and provisions of the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect, except to the extent modified herein.

5. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

JEANJER, LTD.

By: _____

Name: *Ralph Nakash*

Title: *Secretary/Treasurer*

Approved and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK, as Agent
on behalf of Lenders

By: _____

Name:

Title:

By: _____

Name:

Title:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NY :
COUNTY OF NY :

On this 10 day of January, 2000, before me personally appeared _____

Ralph Nakash
Secretary
Treasurer

, who being duly sworn, deposes and says and he/she is the _____ of Jeanjer, Ltd., the corporation described in the forgoing document, that he/she,

in such capacity as such officer of said corporation, is authorized to execute on behalf of said corporation the foregoing document for the purposes contained therein, and that he/she is the person whose name and signature is subscribed to the foregoing document.

Valerie Hansen

NOTARY PUBLIC

VALERIE HANSEN
NOTARY PUBLIC, State of New York
No. 43803669
Qualified in Richmond County
Certificate filed in N.Y. County
Commission Expires Dec 31, 2002

SCHEDULE A

<u>Trademark Name</u>	<u>Trademark No.</u>	<u>Registration Date</u>	<u>Class(es)</u>
Jeanjer	1,476,910	16 Feb 1988	25
Jeanjer Sportswear & Rolls Royce Design	1,340,867	11 Jun 1985	25
Jeanjer-Jeans	1,308,130	04 Dec 1984	25
Jeanjerman	1,460,120	06 Oct 1987	25
Gasoline	1,869,688	27 Dec 1994	25

SCHEDULE A-1
Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Filing Date	Country

TRADEMARK REGISTRATION			
Trademark	Application Number	Filing Date	Country
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RALPH NAKASH	#2,237,682	April 6, 1999	U.S.A.
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BLUE STAR	#2,040,758	February 25, 1997	U.S.A.
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GASOLINE	#1,788,258	July 17, 1993	U.S.A.
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- Change of Name
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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

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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

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#

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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)

SEE		
SCHEDULE A-1		

Registration Number(s)

1,476,910	1,460,120	
1,340,867	1,869,688	
1,308,130		

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.

SUE NICHOLS

Name of Person Signing

969852-015

Sue Nichols
Signature

1/24/2001

Date Signed

SCHEDULE A-1
Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Filing Date	Country

TRADEMARK REGISTRATION			
Trademark	Application Number	Filing Date	Country
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GASOLINE	#1,869,688	December 27, 1994	U.S.A.
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GAS	#1,522,947	August 22, 1989	U.S.A.
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