

07-11-2002



Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

102151964

Tab settings

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Bank of America, N.A.

07/09/02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other National Banking Association

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc.

Internal Address:

Address:

Street Address: 500 West Monroe

City: Chicago State: IL Zip: 90661

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Delaware Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 06/20/02

4. Application number(s) or registration number(s):

A. Trademark Application No.(s) 76/226420, 76/184402, 76/178786, 75/714428, 76/010573, 75/498667, 76/018508

B. Trademark Registration No.(s) 2550942, 2489056, 2489408, 2472457, 2541545, 2480999,

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Scott Abrahamson, Esq.

Internal Address: Latham & Watkins

Street Address: 633 West Fifth Street

Suite 4000

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved:

184

7. Total fee (37 CFR 3.41) \$ 4615.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Rachel Pinto

Name of Person Signing

Signature

June 27, 2002

Date

20

Total number of pages including cover sheet, attachments, and document:

07/11/2002 LMUELLER 00000036 76226420

Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

01 FC:481 02 FC:482

40.00 OP 4575.00 OP

TRADEMARK REEL: 002535 FRAME: 0950

Item 4 – Trademark Application and Registration Numbers --- Continuation

Trademark Applications Nos.

74/365707
76/002171
76/191631
75/831861
76/263566
76/128109
76/215962
76/184401
76/184403
76/097962
76/009779
75/714429
75/827498
76/263565
75/550906
75/795952
76/226419

Trademark Registration Nos.

| | | | | | |
|---------|---------|---------|---------|---------|---------|
| 2525861 | 2272054 | 0909643 | 1384420 | 1358159 | 1061743 |
| 2566159 | 1202808 | 1807666 | 1422776 | 1210567 | 1081141 |
| 2460079 | 1485320 | 1249912 | 2416835 | 1323401 | 1138767 |
| 2454065 | 1468411 | 0931938 | 2244607 | 1702255 | 1154884 |
| 2386503 | 1423962 | 1896953 | 1847742 | 1783019 | 2124107 |
| 2242753 | 1386797 | 2283943 | 815920 | 1320201 | 1149822 |
| 979477 | 1502032 | 1905710 | 2044998 | 1532175 | 1234766 |
| 2239133 | 2313733 | 1888572 | 2181569 | 2060154 | 1315771 |
| 0158107 | 2378137 | 0885094 | 2299005 | 1349484 | 1309481 |
| 1265069 | 1673884 | 2330264 | 2201820 | 1889285 | 1313581 |
| 1380549 | 1192171 | 2335015 | 0758878 | 2422261 | 1326980 |
| 2070171 | 2441634 | 1916557 | 1992436 | 2225572 | 1327159 |
| 0767228 | 1400332 | 2233990 | 0739754 | 1365669 | 1326778 |
| 0762365 | 2418478 | 2300733 | 1870559 | 2293617 | 1327160 |
| 2046642 | 2269886 | 1369172 | 2027738 | 1620085 | 1347660 |
| 1482915 | 2317153 | 1309096 | 1777942 | 2234915 | 1354368 |
| 1329582 | 2317297 | 1976943 | 1575115 | 2246468 | 1375994 |
| 1569859 | 2349044 | 2159693 | 1266685 | 925164 | 1525716 |
| 1336835 | 1473314 | 2189912 | 2430680 | 942851 | 1528120 |
| 1375934 | 1263689 | 1424643 | 2402629 | 524181 | 1530893 |

Trademark Registration Nos. – Continued

1557776
1587955
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1510241
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1367782
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1829758

**ASSIGNMENT AGREEMENT AND RESIGNATION AND APPOINTMENT OF
COLLATERAL AGENT**

This **ASSIGNMENT AGREEMENT AND RESIGNATION AND APPOINTMENT OF COLLATERAL AGENT** (this "Agreement") is entered into as of June 20, 2002, by and among BANK OF AMERICA, N.A. ("BofA"), in its capacity as a Lender and as Collateral Agent ("Assignor"), HELLER FINANCIAL, INC. ("Heller"), on behalf of itself and in its capacity as a Lender and as Administrative Agent, GMAC BUSINESS CREDIT, LLC ("GMAC"), on behalf of itself and in its capacity as a Lender (each of Heller and GMAC an "Assignee" and collectively, the "Assignees"), which are parties to that certain Loan and Security Agreement described in the Schedule of Terms attached hereto and made an integral part hereof (the "Schedule of Terms") (said Loan and Security Agreement, as amended, supplemented or otherwise modified to the date hereof and as it may hereafter be amended, supplemented or otherwise modified from time to time, being the "Loan Agreement"; capitalized terms used and not otherwise defined herein shall have the meanings given in the Loan Agreement), TOTES ISOTONER CORPORATION, as the Borrower under the Loan Agreement, and the other Loan Parties party to the Loan Agreement.

WHEREAS, Assignor is a Lender and the Collateral Agent under the Loan Agreement, and wishes to assign its Loans, its Commitments and its rights and obligations under the Loan Agreement to the Assignees, and desires to resign as Collateral Agent in accordance with subsection 9.1(G) of the Loan Agreement;

WHEREAS, the Assignees wish to purchase and accept from Assignor its Loans, its Commitments and its rights and obligations as a Lender under the Loan Agreement;

WHEREAS, the Lenders wish to appoint Heller as the successor Collateral Agent in accordance with subsection 9.1(G) of the Loan Agreement;

WHEREAS, concurrently herewith, the Borrower, the other Loan Parties and the Lenders and Agents party hereto are entering into that certain Third Amendment to Loan and Security Agreement of even date herewith (the "Third Amendment") whereby, inter alia, the aggregate outstanding Commitment of all Lenders will be reduced to \$65,000,000.00, and the parties hereto agree that this Agreement shall be effective concurrently with, but after giving effect to, the Third Amendment;

WHEREAS, concurrently herewith and with the Third Amendment, the Borrower, the other Loan Parties and the Lenders (all after giving effect to this Agreement) are entering into that certain Fourth Amendment to Loan and Security Agreement of even date herewith (the "Fourth Amendment"), and the parties thereto agree that such Fourth Amendment shall be effective concurrently with, but after giving effect to, the Third Amendment and this Agreement;

IN CONSIDERATION of the agreements, provisions and covenants herein contained, the parties hereto hereby agree as follows:

SECTION 1. Assignment and Assumption.

(a) Effective upon the Settlement Date specified in Item 4 of the Schedule of Terms (the "Settlement Date"), Assignor hereby sells and assigns to Assignees, without recourse, representation or warranty (except as expressly set forth herein), and each Assignee hereby severally purchases and assumes from Assignor, that percentage interest in all of Assignor's rights and obligations as a Lender arising under the Loan Agreement and the other Loan Documents with respect to Assignor's Commitments and outstanding Loans, if any, which represents, as of the Settlement Date, the percentage interest specified for each such Assignee in Item 3 of the Schedule of Terms of all rights and obligations of Lenders arising under the Loan Agreement and the other Loan Documents with respect to the Commitments and any outstanding Loans (as to each Assignee, its "Assigned Share"). Without limiting the generality of the foregoing, the parties hereto hereby expressly acknowledge and agree that any assignment of all or any portion of Assignor's rights and obligations relating to Assignor's Commitment shall include the sale to each Assignee of a ratable portion (based on the Assigned Shares) of any participations previously purchased by Assignor with respect to (and without duplication of) any Lender Letters of Credit, Bank Letters of Credit, Letter of Credit Liability or Swingline Loans.

(b) In consideration of the assignment described above, each Assignee hereby severally agrees to pay to Assignor, on the Settlement Date, the principal amount of any outstanding Loans included within its Assigned Share (which Loans shall include Revolving Loans made on the Settlement Date) as set forth in Item 3 of the Schedule of Terms, such payment to be made by wire transfer of immediately available funds in accordance with the applicable payment instructions set forth in Item 5 of the Schedule of Terms.

(c) [intentionally deleted]

(d) Assignor hereby represents and warrants to each Assignee that Item 3 of the Schedule of Terms correctly sets forth the amount of its Commitments and the outstanding Revolving Loans held by Assignor as of the Settlement Date.

(e) Assignor and Assignees hereby agree that, upon giving effect to the assignment and assumption described above, (i) each Assignee shall be a party to the Loan Agreement and shall have all of the rights and obligations under the Loan Documents, and shall be deemed to have made all of the covenants and agreements contained in the Loan Documents, arising out of or otherwise related to the Assigned Share acquired by it, and (ii) Assignor shall be absolutely released from any of such obligations, covenants and agreements assumed or made by each Assignee in respect of the Assigned Share acquired by it. Each Assignee hereby acknowledges and agrees that the agreement set forth in this Section 1(e) is expressly made for the benefit of Borrower, Administrative Agent, Assignor and the other Lenders and their respective successors and permitted assigns.

(f) Assignor and each Assignee hereby acknowledge and confirm their understanding and intent that (i) this Agreement shall effect the assignment by Assignor and the assumption by each Assignee of Assignor's rights and obligations with respect to the Assigned Share acquired by it, (ii) any other assignments by Assignor of a portion of its rights and

obligations with respect to the Commitments and any outstanding Loans shall have no effect on the Commitments or the Pro Rata Share corresponding to the Assigned Share of an Assignee as set forth in Item 3 of the Schedule of Terms or on the interest of any Assignee in any outstanding Loans corresponding thereto, and (iii) from and after the Settlement Date, Administrative Agent shall make all payments under the Loan Agreement in respect of the Assigned Share (including without limitation, as applicable, all payments of principal and accrued but unpaid interest, commitment fees, unused line fees and letter of credit fees with respect thereto) (A) in the case of any such interest and fees that shall have accrued prior to the Settlement Date, to Assignor, and (B) in all other cases, to each Assignee in accordance with its Assigned Share; provided that Assignor and each Assignee shall make payments directly to each other in accordance with the payment instructions set forth in Item 5 of the Schedule of Terms to the extent necessary to effect any appropriate adjustments in any amounts distributed to Assignor and/or an Assignee by Administrative Agent under the Loan Documents in respect of the Assigned Shares in the event that, for any reason whatsoever, the payment of consideration contemplated by Section 1(b) occurs on a date other than the Settlement Date.

SECTION 2. Letters of Credit. On the Settlement Date, Assignor shall have received either (a) the return of all Letters of Credit issued by BofA under the Loan Agreement, marked cancelled, (b) a stand-by letter of credit in form and substance satisfactory to BofA, for the benefit of BofA in a face amount at least equal to all outstanding Lender Letters of Credit issued by BofA under the Loan Agreement or (c) a cash deposit in an amount equal to 105% of the aggregate accrued and outstanding Letter of Credit Liability with respect to such outstanding Lender Letters of Credit issued by BofA, to be held as cash collateral until all such Lender Letters of Credit have been cancelled or expired, such cash to be applied to reimburse payments of drafts drawn under each such Lender Letter of Credit and the fees and expenses related thereto, and any balance thereof shall be refunded to the Borrower upon cancellation or expiration of all such Lender Letters of Credit.

SECTION 3. Certain Representations, Warranties and Agreements.

(a) Assignor represents and warrants that it is the legal and beneficial owner of the Assigned Shares, free and clear of any adverse claim.

(b) Assignor hereby represents and warrants that Item 3 of the Schedule of Terms correctly sets forth the aggregate amount of its Commitment and the respective Assigned Share thereof being transferred to each Assignee pursuant to this Agreement as described above. Taking into account the existing Commitment of each Assignee prior to the effectiveness of this Agreement, the total interest of each Assignee in the aggregate Commitment of all Lenders and outstanding Loans under the Loan Agreement, after giving effect to the assignments contemplated hereunder (the "Total Share"), is as set forth in Item 3 of the Schedule of Terms.

(c) Assignor represents and warrants that it has delivered to Administrative Agent the Notes delivered to Assignor by Borrower pursuant to the Loan Agreement (if any) and requests that Administrative Agent exchange such Notes for new Notes executed by Borrower payable to each Assignee in the amounts necessary to reflect the transaction contemplated by this Agreement.

(d) Assignor makes no representation and warranty to either Assignee with respect to, and shall not be responsible to either Assignee for, the execution, effectiveness, genuineness, validity, enforceability, collectibility or sufficiency of any of the Loan Documents or for any representations, warranties, recitals or statements made therein or made in any written or oral statements or in any financial or other statements, instruments, reports or certificates or any other documents furnished or made by or on behalf of Borrower or any other Loan Party (if any) in connection with the Loan Documents and the transactions contemplated thereby or for the financial condition or business affairs of Borrower or any other Loan Party (if any), nor shall Assignor be required to ascertain or inquire as to (i) the performance or observance of any of the terms, conditions, provisions, covenants or agreements contained in any of the Loan Documents, (ii) the use of the proceeds of the Loans, (iii) the use of the Lender Letters of Credit, Bank Letters of Credit or Letter of Credit Liability or (iv) the existence or possible existence of any Event of Default or Default.

(e) Each Assignee represents and warrants that it satisfies any eligibility requirements to be a Lender under the Loan Agreement; that it is not a foreign person (i.e., a person other than a United States person for United States Federal income tax purposes) or, if it is a foreign person, that it has delivered to Administrative Agent the documentation required by Section 6(h)(vii) below; that it has experience and expertise in the making or the purchasing of loans such as the Loans; that it has acquired the Assigned Share for its own account and without any present intention of selling all or any portion of such interest; and that it has received, reviewed and approved a copy of the Loan Agreement (including all Exhibits and Schedules thereto) and copies of all other Loan Documents which it has requested.

(f) Each Assignee represents and warrants that it has received from Assignor such financial information regarding Borrower and the other Loan Parties (if any) as such Assignee has requested, that it has made its own independent investigation of the financial condition and affairs of Borrower and the other Loan Parties (if any) in connection with the assignment evidenced by this Agreement, and that it has made and shall continue to make its own appraisal of the creditworthiness of Borrower and the other Loan Parties (if any). Assignor shall have no duty or responsibility, either initially or on a continuing basis, to make any such investigation or any such appraisal on behalf of either Assignee or to provide either Assignee with any other credit or other information with respect thereto, whether coming into its possession before the Settlement Date or at any time or times thereafter, and Assignor shall not have any responsibility with respect to the accuracy of or the completeness of any information provided to either Assignee.

(g) Each party to this Agreement represents and warrants to the other parties hereto that it has full power and authority to enter into this Agreement and to perform its obligations hereunder in accordance with the provisions hereof, that this Agreement has been duly authorized, executed and delivered by such party and that this Agreement constitutes a legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms, except as enforceability may be limited by applicable bankruptcy, insolvency, reorganization, moratorium or other similar laws affecting creditors' rights generally and by general principles of equity.

**SECTION 4. Resignation Of Collateral Agent and Appointment of
Successor Collateral Agent.**

(a) Pursuant to subsection 9.1(G)(1) of the Loan Agreement, BofA hereby resigns as Collateral Agent, effective as of the Settlement Date and immediately following the purchase of the Assigned Shares, and each of Borrower, each Lender and each Assignee consents to such resignation and waives the 30 Business Day notice requirement of subsection 9.1(G)(1) of the Loan Agreement, it being understood that the provisions of Article 9 of the Loan Agreement shall continue in effect for the benefit of BofA in respect of any actions taken or omitted to be taken by it as Collateral Agent under the Loan Agreement and the other Loan Documents (or as the mortgagee or beneficiary under the Mortgages or the grantee under any Loan Documents creating or perfecting security interests in any Intellectual Property (such Loan Documents, the “IP Agreements”)). Each Lender hereby appoints Heller as Collateral Agent, effective as of the Settlement Date, and Heller hereby accepts the appointment. Borrower hereby approves and accepts the appointment of Heller as Collateral Agent under the Loan Documents. Effective as of the Settlement Date, BofA is hereby released from each and all of its obligations and duties as Collateral Agent under the Loan Agreement and the other Loan Documents, and Heller as the successor Collateral Agent succeeds to and becomes vested with all the rights, powers, privileges and duties of the Collateral Agent under the Loan Agreement and the other Loan Documents; provided that Heller does not assume any liabilities as Collateral Agent for any period prior to the Settlement Date.

(b) As of the Settlement Date and immediately following the purchase of the Assigned Shares, BofA, as Collateral Agent, hereby transfers, assigns and conveys to Heller, in its capacity as successor Collateral Agent, any and all of its interest (the following, collectively, the “Transferred Interests”) under, in and to the Loan Documents and in and to the Collateral held by it pursuant to the Loan Documents in its capacity as Collateral Agent (including as beneficiary or mortgagee under the Mortgages, as grantee under the IP Agreements and as “Lender” or “Agent,” as applicable, under the Blocked Account Agreements). BofA further agrees at Borrower’s sole cost and expense to execute any and all instruments, agreements and other documents, including assignments of financing statements, assignments of Mortgages and other lien assignments, reasonably requested to properly transfer, assign or convey such Collateral and the Transferred Interests; provided that BofA makes no representation or warranty with respect to the due execution by any person other than itself, legality, validity, enforceability, genuineness, or sufficiency of any Loan Document or the existence, sufficiency, perfection or priority of the Collateral or the Transferred Interests assigned or transferred hereunder and such assignment and transfer is without recourse, to or representation or warranty (except as expressly set forth herein) of, BofA.

(c) By execution hereof, (i) each of the Assignor and each Loan Party authorizes Heller as successor Collateral Agent to file, at Borrower’s expense, any and all financing statements, amendments thereto and other such filings necessary or appropriate to reflect the foregoing assignments, and (ii) each of BofA, on behalf of itself and in its capacity as existing Collateral Agent, each Loan Party, each Lender and each Agent consents to the foregoing assignments and agrees that the Borrower, Heller, the Agents and the Lenders have satisfied all requirements under the Loan Documents (including without limitation under any control, blocked account or lockbox agreement entered into in connection with the Loan Agreement) to

deliver notice (including prior written notice) of the foregoing resignations and assignments to (x) BofA, in its individual capacity and in its capacity as existing Collateral Agent, and (y) to each Loan Party.

SECTION 5. Miscellaneous.

(a) Each of Assignor and each Assignee hereby agrees from time to time, upon request of the other such party hereto, to take such additional actions and to execute and deliver such additional documents and instruments as such other party may reasonably request to effect the transactions contemplated by, and to carry out the intent of, this Agreement.

(b) Neither this Agreement nor any term hereof may be changed, waived, discharged or terminated, except by an instrument in writing signed by the party (including, if applicable, any party required to evidence its consent to or acceptance of this Agreement) against whom enforcement of such change, waiver, discharge or termination is sought.

(c) Unless otherwise specifically provided herein, any notice or other communication herein required or permitted to be given shall be in writing and may be personally served, telexed or sent by telefacsimile or United States mail or courier service and shall be deemed to have been given when delivered in person or by courier service, upon receipt of telefacsimile or telex, or three Business Days after depositing it in the United States mail with postage prepaid and properly addressed. For the purposes hereof, the notice address of each of Assignor and each Assignee shall be as set forth on the Schedule of Terms or, as to either such party, such other address as shall be designated by such party in a written notice delivered to the other such party. In addition, the notice address of each Assignee set forth on the Schedule of Terms shall serve as the initial notice address of such Assignee for purposes of the Loan Agreement.

(d) In case any provision in or obligation under this Agreement shall be invalid, illegal or unenforceable in any jurisdiction, the validity, legality and enforceability of the remaining provisions or obligations, or of such provision or obligation in any other jurisdiction, shall not in any way be affected or impaired thereby.

(e) THIS AGREEMENT AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF ILLINOIS, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

(f) This Agreement shall be binding upon, and shall inure to the benefit of, the parties hereto and their respective successors and assigns.

(g) This Agreement may be executed in one or more counterparts and by different parties hereto in separate counterparts, each of which when so executed and delivered shall be deemed an original, but all such counterparts together shall constitute but one and the same instrument; signature pages may be detached from multiple separate counterparts and attached to a single counterpart so that all signature pages are physically attached to the same document.

(h) This Agreement shall become effective upon the date (the “Effective Date”) upon which all of the following conditions are satisfied: (i) the execution of a counterpart hereof by each of Assignor and each Assignee; (ii) the execution of a counterpart hereof by Borrower and each other Loan Party; (iii) the execution of a counterpart hereof by the Requisite Lenders as evidence of their appointment of Heller as the successor Collateral Agent under subsection 9.1(G) of the Loan Agreement and waiver of the notice requirements of that subsection, and the execution of a counterpart hereof by Heller as evidence of Heller’s acceptance of such appointment; (iv) the execution of a counterpart hereof by Administrative Agent as evidence of its consent hereto to the extent required under subsection 9.5 of the Loan Agreement; (v) the execution of a counterpart of the Consent of Guarantors by each of Parent, Holdings and each other Guarantor; (vi) the receipt by the Administrative Agent or its counsel of originals or telefacsimiles of the counterparts described above and authorization of delivery thereof; (vii) the recordation by Administrative Agent in the Register of the pertinent information regarding the assignment effected hereby in accordance with subsection 9.5(E) of the Loan Agreement; (viii) in the event either Assignee is a foreign person (i.e., a person other than a United States person for United States Federal income tax purposes), the receipt by Administrative Agent of Internal Revenue Service Form 4224 or Form 1001 or such other forms, certificates or other evidence with respect to United States Federal income tax withholding matters that are required under the Internal Revenue Code to establish that Assignee shall be entitled to receive payments of principal, interest and fees under the Loan Agreement free from or at a reduced rate of withholding of United States Federal income tax properly completed and executed by Assignee; (ix) the Third Amendment shall have become effective in accordance with its terms; and (x) all conditions to effectiveness of the Fourth Amendment (other than the effectiveness of this Agreement) shall have been satisfied and, upon the effectiveness of this Agreement, the Fourth Amendment is effective in accordance with its terms.

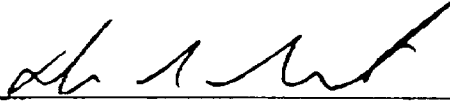
(i) Without limiting the requirements of subsection 10.1 of the Loan Agreement, the Borrower hereby agrees to pay, or reimburse each of the existing Collateral Agent and the successor Collateral Agent for, (a) all reasonable costs and expenses of the existing Collateral Agent and such successor Collateral Agent (including reasonable fees of counsel) in connection with the negotiation, preparation and administration of this Agreement and the consummation of the transactions contemplated hereby, (b) all transfer, stamp, documentary or other similar taxes, assessments or charges levied by any governmental or revenue authority in respect of this Agreement or the transactions contemplated hereby, and (c) any endorsements required to policies of title insurance.

[signature pages follow]

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Resignation and Appointment of Collateral Agent to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

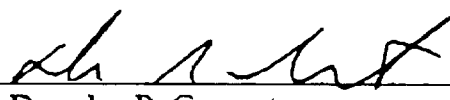
BORROWER:

TOTES ISOTONER CORPORATION

By: 
Name: Douglas P. Gernert
Title: President & CEO


PARENT:

TOTES ACQUISITION CORPORATION

By: 
Name: Douglas P. Gernert
Title: President & CEO

HOLDINGS:

TOTES HOLDINGS, INC.

By: 
Name: Douglas P. Gernert
Title: President

ASSIGNOR:

**BANK OF AMERICA, N.A., as existing
Collateral Agent and Assignor**

By: _____
Name: _____
Title: _____

IN WITNESS WHEREOF, the parties hereto have caused this Assignment Agreement and Resignation and Appointment of Collateral Agent to be duly executed and delivered by their respective officers thereunto duly authorized, such execution being made as of the date first written above.

BORROWER:

TOTES ISOTONER CORPORATION

By: _____
Name: _____
Title: _____

PARENT:

TOTES ACQUISITION CORPORATION

By: _____
Name: _____
Title: _____

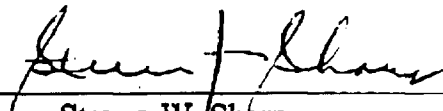
HOLDINGS:

TOTES HOLDINGS, INC.

By: _____
Name: _____
Title: _____


ASSIGNOR:

**BANK OF AMERICA, N.A., as existing
Collateral Agent and Assignor**

By: 
Name: Steven W. Sharp
Title: Vice President

ASSIGNEES/LENDERS:

**HELLER FINANCIAL, INC., as successor
Collateral Agent, a Lender and an Assignee**

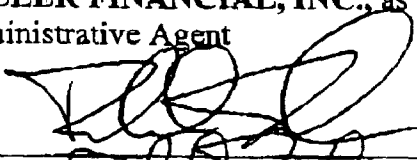
By: 
Name: Richard [unclear]
Title: SVP

**GMAC BUSINESS CREDIT, LLC,
as a Lender and an Assignee**

By: _____
Name: _____
Title: _____

Consented to in accordance with subsection 9.5
of the Loan and Security Agreement

**HELLER FINANCIAL, INC., as
Administrative Agent**

By: 
Name: Richard [unclear]
Title: SVP

ASSIGNEES/LENDERS:

HELLER FINANCIAL, INC., as successor
Collateral Agent, a Lender and an Assignee

By: _____
Name: _____
Title: _____

GMAC BUSINESS CREDIT, LLC,
as a Lender and an Assignee

By: *[Signature]*
Name: Dale M. Graber
Title: Vice President

Consented to in accordance with subsection 9.5
of the Loan and Security Agreement

HELLER FINANCIAL, INC., as
Administrative Agent

By: _____
Name: _____
Title: _____

SCHEDULE OF TERMS

1. Borrower: **TOTES ISOTONER CORPORATION**, an Ohio corporation.
2. Name and Date of Loan and Security Agreement: Loan and Security Agreement dated as of June 27, 2001, by and among **TOTES ISOTONER CORPORATION**, as Borrower, **TOTES ACQUISITION CORPORATION** and **TOTES HOLDINGS, INC.**, as Guarantors, **HELLER FINANCIAL, INC.**, as Administrative Agent, **BANK OF AMERICA, N.A.**, as Collateral Agent and Syndication Agent, **GMAC BUSINESS CREDIT, LLC**, as Documentation Agent, and the **FINANCIAL INSTITUTIONS** listed on the signature pages thereto as Lenders.
3. Amounts with respect to Assigned Share (giving effect to Revolving Loans, if any, made on the Settlement Date):

(a) Assignor

| | |
|-----------------------------|-----------------|
| Commitment | \$25,277,777.78 |
| Outstanding Revolving Loans | \$ 3,768,004.97 |

(b) Heller

| | |
|--|-----------------|
| Assigned Share | 72.5274725079% |
| Assigned Commitment | \$18,333,333.33 |
| Assigned Revolving Loans* | \$ 2,732,838.77 |
| Total Share of Aggregate Commitment | \$40,000,000.00 |
| Pro Rata Share of Aggregate Commitment | 61.5384615385% |

(c) GMAC

| | |
|--|-----------------|
| Assigned Share | 27.4725274921% |
| Assigned Commitment | \$ 6,944,444.45 |
| Assigned Revolving Loans* | \$ 1,035,166.20 |
| Total Share of Commitment | \$25,000,000.00 |
| Pro Rata Share of Aggregate Commitment | 38.4615384615% |

4. Settlement Date: June 21, 20025. Payment Instructions:

ASSIGNOR:

| | |
|------------------------------|---|
| <u>Bank of America, N.A.</u> | San Francisco, CA |
| | ABA # 121000358 |
| | Acct.# 12575-03561 |
| | Acct Name: Bank of America Commercial Business Credit |
| | Ref: Totes Isotoner Corporation |

ASSIGNEES:

Heller

Bankers Trust
New York
ABA#021001033
Acct#50-269-200
Reference:HLR2230

GMAC

Bank One, Michigan
Acct # 3613249-84
ABA# 072000326
Reference: totes

6. Notice Addresses:

ASSIGNOR:

BANK OF AMERICA, N.A.
55 South Lake Avenue, Suite 900
Pasadena, California 91101
Attn: Steven W. Sharp
Fax/Telecopy No.: (626) 397-1273

ASSIGNEES:

HELLER FINANCIAL, INC.,
500 West Monroe
Chicago, IL 60661
Attention: Richard Jonscher – Heller
Corporate Finance – totes
Fax/Telecopy No.: (312) 441-7367


GMAC BUSINESS CREDIT, LLC
800 E. Colorado Blvd., 5th Floor
Pasadena, CA 91101
Attention: David Grabosky
Fax/Telecopy: (626) 585-6101

CONSENT OF GUARANTORS


Each of the undersigned is a guarantor of the Obligations of the Borrower under the Loan Agreement, and hereby (a) consents to the foregoing Assignment Agreement and Resignation and Appointment of Collateral Agent (the "Assignment and Appointment") and agrees to the terms thereof, (b) acknowledges that notwithstanding the execution and delivery of the foregoing Assignment and Appointment, the obligations of the undersigned Guarantor are not impaired or affected and its Guaranty continues in full force and effect and (c) ratifies its Guaranty.

IN WITNESS WHEREOF, the undersigned has executed and delivered this Consent of Guarantors as of June 20, 2002.


TOTES ACQUISITION CORPORATION

By: 
Name: Douglas P. Gernert
Title: President & CEO


TOTES HOLDINGS, INC.

By: 
Name: Douglas P. Gernert
Title: President & CEO


TOTES ISOTONER CANADA LIMITED

By: 
Name: Douglas P. Gernert
Title: President & CEO

TOTES INTERNATIONAL, INC.

By: 
Name: Douglas P. Gernert
Title: President & CEO

FAPI HOLDINGS, INC.

By: 
Name: Douglas P. Gernert
Title: President & CEO

Schedule of Trademarks

Trademark Applications Nos.

| | | | | | |
|-----------|-----------|-----------|-----------|-----------|-----------|
| 76/226420 | 76/184402 | 76/178786 | 75/714428 | 76/010573 | 75/498667 |
| 76/018508 | 74/365707 | 76/002171 | 76/191631 | 75/831861 | 76/263566 |
| 76/128109 | 76/215962 | 76/184401 | 76/184403 | 76/097962 | 76/009779 |
| 75/714429 | 75/827498 | 76/263565 | 75/550906 | 75/795952 | 76/226419 |

Trademark Registration Nos.

| | | | | | |
|---------|---------|---------|---------|---------|---------|
| 2550942 | 2489056 | 2489408 | 2472457 | 2541545 | 2480999 |
| 2525861 | 2272054 | 0909643 | 1384420 | 1358159 | 1061743 |
| 2566159 | 1202808 | 1807666 | 1422776 | 1210567 | 1081141 |
| 2460079 | 1485320 | 1249912 | 2416835 | 1323401 | 1138767 |
| 2454065 | 1468411 | 0931938 | 2244607 | 1702255 | 1154884 |
| 2386503 | 1423962 | 1896953 | 1847742 | 1783019 | 2124107 |
| 2242753 | 1386797 | 2283943 | 815920 | 1320201 | 1149822 |
| 979477 | 1502032 | 1905710 | 2044998 | 1532175 | 1234766 |
| 2239133 | 2313733 | 1888572 | 2181569 | 2060154 | 1315771 |
| 0158107 | 2378137 | 0885094 | 2299005 | 1349484 | 1309481 |
| 1265069 | 1673884 | 2330264 | 2201820 | 1889285 | 1313581 |
| 1380549 | 1192171 | 2335015 | 0758878 | 2422261 | 1326980 |
| 2070171 | 2441634 | 1916557 | 1992436 | 2225572 | 1327159 |
| 0767228 | 1400332 | 2233990 | 0739754 | 1365669 | 1326778 |
| 0762365 | 2418478 | 2300733 | 1870559 | 2293617 | 1327160 |

Schedule of Trademarks (continued)

Trademark Registration Nos. – Continued

| | | | | | | |
|---------|---------|---------|---------|---------|---------|--|
| 2046642 | 2269886 | 1369172 | 2027738 | 1620085 | 1347660 | |
| 1482915 | 2317153 | 1309096 | 1777942 | 2234915 | 1354368 | |
| 1329582 | 2317297 | 1976943 | 1575115 | 2246468 | 1375994 | |
| 1569859 | 2349044 | 2159693 | 1266685 | 925164 | 1525716 | |
| 1336835 | 1473314 | 2189912 | 2430680 | 942851 | 1528120 | |
| 1375934 | 1263689 | 1424643 | 2402629 | 524181 | 1530893 | |
| 1557776 | 1587955 | 1700210 | 2211666 | 2280041 | 983116 | |
| 2385152 | 2445056 | 2337638 | 2248131 | 2305847 | 1510241 | |
| 1666245 | 1668995 | 1333372 | 2181473 | 1419302 | 1189387 | |
| 2186354 | 1992152 | 2200826 | 1380519 | 1367782 | 2044588 | |
| 2207565 | 2333702 | 1797094 | 2100410 | 1199644 | 2419969 | |
| 2289243 | 1305905 | 2331921 | 1829758 | | | |