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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

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

1. Name of conveying party(ies): Etienne Aigner, Inc. [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Delaware [] Other Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies) Name: Fleet Capital Corporation Internal Address: 29th Floor Street Address: 1633 Broadway City: New York State: NY Zip: 10019 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] Corporation-State Rhode Island [] 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 [x] Security Agreement [] Change of Name [] Other Execution Date: 11/21/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,625,625; 2,662,490 Additional number(s) attached [] Yes [x] No

6. Total number of applications and registrations involved: 2

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Christopher M. Turk, Esquire Internal Address: Blank Rome LLP Street Address: One Logan Square City: Philadelphia State: PA Zip: 19103

7. Total fee (37 CFR 3.41) \$ 65.00 [] Enclosed [x] Authorized to be charged to deposit account

8. Deposit account number: 02-2555

DO NOT USE THIS SPACE

9. Signature. Christopher M. Turk, Esquire Name of Person Signing Signature Date Dec. 3, 2003 Total number of pages including cover sheet, attachments, and document: 7

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

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**AMENDMENT NO. 2 TO
PATENT AND TRADEMARK SECURITY AGREEMENT**

This Amendment No. 2 to Patent and Trademark Security Agreement (this "Amendment") dated as of this 21st day of November, 2003, by and between ETIENNE AIGNER, INC., a Delaware corporation (the "Company"), having its chief executive office 47 Brunswick Avenue, Edison, New Jersey 08818, and FLEET CAPITAL CORPORATION, as Agent (in such capacity, the "Agent"), having a place of business at 1633 Broadway, 29th Floor, New York, New York 10019, and amends that certain Patent and Trademark Security Agreement, dated as of March 31, 1999 (as amended, supplemented, restated or otherwise modified from time to time, the "Patent and Trademark Security Agreement"), by and between the Company and the Agent. Capitalized terms used but not defined herein shall have the meanings set forth for such terms in the Patent and Trademark Agreement.

BACKGROUND

A. The Company and certain of its affiliates, the Agent and certain financial institutions identified therein (collectively, the "Lenders") are parties to a certain Amended and Restated Loan and Security Agreement, dated as of March 25, 2002 (as amended, supplemented, restated or otherwise modified from time to time, the "Loan Agreement") pursuant to which the Lenders have agreed to extend credit to the Company subject to the terms and conditions contained therein.

B. As part of the security for the Obligations under (and as defined in) the Loan Agreement, the Company granted a security interest in and collaterally assigned the Collateral to the Agent and agreed to place in the public record of the United States Patent and Trademark Office (the "USPTO") the security interest and collateral assignment, pursuant to the terms of the Patent and Trademark Security Agreement.

C. The Patent and Trademark Security Agreement was recorded with the USPTO on or about May 17, 1999, at Reel/Frame No. 1899/0001, and a certain Amendment No. 1 to Patent Trademark Security Agreement, dated as of March 25, 2002 ("Amendment No. 1"), between the Company and the Agent, was recorded with the USPTO on or about April 2, 2002, at Reel/Frame No. 2484/0597.

D. Subsequent to the execution and delivery of the Patent and Trademark Security Agreement and Amendment No. 1, the Company has acquired the trademark registrations and/or the applications for trademark registrations more particularly described on Schedule I attached hereto (collectively, the "Additional Trademarks").

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Company does hereby further grant to the Agent (for the benefit of the Agent and

the Lenders) a continuing security interest in the entire right, title and interest of the Company in and to the Additional Trademarks, the entire goodwill of or associated with the business now or hereafter conducted by the Company connected with or symbolized by any of the Additional Trademarks, all existing and future accounts and general intangibles of the Company of any kind or nature associated with or arising out of any of the foregoing, and all proceeds of any of the foregoing (such as, by way of example, license royalties and proceeds of infringement suits) (collectively, the "Additional Trademark Collateral"), to secure the prompt payment, performance and observance of the Obligations.

The Company hereby represents and warrants to the Agent that, except for the Additional Trademark Collateral, the Company has not recorded with the USPTO any trademark registrations or applications for trademark registrations that are not expressly referred to in the Patent and Trademark Security Agreement.

The Company does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Additional Trademark Collateral granted hereby are more fully set forth in the Patent and Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

This Amendment may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same agreement. Execution and delivery by facsimile shall bind the undersigned.

This Amendment shall be binding upon the parties hereto and their respective successors and assigns and shall inure to the benefit of the parties hereto and the successors and assigns of the Agent (for the benefit of the Agent and the Lenders). None of the Company's rights or obligations hereunder or any interest therein may be assigned or delegated by the Company without the prior written consent required under the Loan Agreement.

In case any provision in or obligation hereunder 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.

{Signature Page to Amendment No. 2 to Patent and Trademark Security Agreement follows}

IN WITNESS WHEREOF, the parties have caused this Amendment to be executed and delivered by their duly authorized officers as of the date first above written.

ETIENNE AIGNER, INC.

By: Michael P. Cangemi
Name: Michael P. Cangemi
Title: President

FLEET CAPITAL CORPORATION,
as Agent

By: Robert Anchundia
Name: Robert Anchundia
Title: Vice President

{Signature Page to Amendment No. 2 to Patent and Trademark Security Agreement}

ACKNOWLEDGMENT

STATE OF NEW JERSEY

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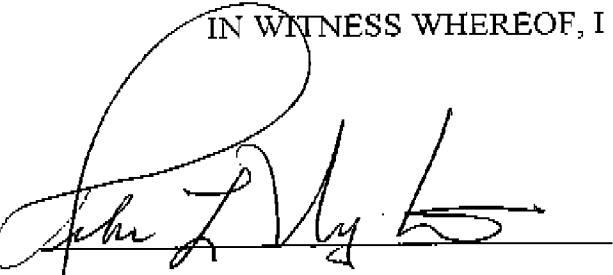
: SS.

COUNTY OF MIDDLESEX

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On this 5th day of November, 2003, before me, a Notary Public, personally appeared Michael P. Cangemi who acknowledged himself to be President of Etienne Aigner, Inc., and that he as such President, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Etienne Aigner, Inc. by himself as such officer.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.



Notary Public

My Commission Expires:

DEBRA L. URQUHART
NOTARY PUBLIC OF NEW JERSEY
MY COMMISSION EXPIRES APRIL 6, 2004

ACKNOWLEDGMENT

STATE OF NEW YORK

:
:
: SS.

COUNTY OF NEW YORK

On this ___ day of October, 2003, before me, a Notary Public, personally appeared Robert Anchundia who acknowledged himself to be a Vice President of Fleet Capital Corporation, and that he as such Vice President, being duly authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of Fleet Capital Corporation by himself as such officer.

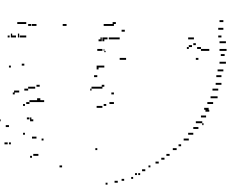
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

Jacqueline N. Hill

Notary Public

My Commission Expires:

JACQUELINE N. HILL
Notary Public, State of New York
No. 31-4992962
Qualified in New York County
Commission Expires March 9, 2006



SCHEDULE I**Additional Trademarks**

Trademark	Registration Number (Application Number)	Registration Date (Application Date)
A LOGO	2625625	SEP. 24, 2002
AIGNER	2662490	DEC. 17, 2002

106660.01004/21203641v2