

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	Trademark Security Agreement
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Spinneybeck Enterprises, Inc.		09/29/2004	CORPORATION: NEW YORK

RECEIVING PARTY DATA	
Name:	UBS AG, Stamford Branch
Street Address:	677 Washington Blvd.
City:	Stamford
State/Country:	CONNECTICUT
Postal Code:	06901
Entity Type:	CORPORATION: DELAWARE

PROPERTY NUMBERS Total: 3		
Property Type	Number	Word Mark
Registration Number:	1436944	LEATHERWEAVE
Registration Number:	1404945	SABRINA
Registration Number:	1446426	SPINNEYBECK

CORRESPONDENCE DATA	
Fax Number:	(714)755-8290
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	7145401235
Email:	ipdocket@lw.com
Correspondent Name:	Perry J. Viscounty, Esq.
Address Line 1:	650 Town Center Drive, Suite 2000
Address Line 4:	Costa Mesa, CALIFORNIA 92626

ATTORNEY DOCKET NUMBER:	022411-0336
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NAME OF SUBMITTER:	Anna T Kwan
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Total Attachments: 6 source=SCAN001#page1.tif source=SCAN002#page1.tif

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (as may be amended, restated, supplemented or otherwise modified from time to time, this "Trademark Security Agreement"), dated as of September 29, 2004, by **SPINNEYBECK ENTERPRISES, INC.** (the "Grantor"), in favor of **UBS AG, STAMFORD BRANCH**, as administrative agent (in such capacity, as the "Administrative Agent") for the benefit of the banks, financial institutions and other entities (the "Lenders") from time to time parties to the Credit Agreement dated as of September 29, 2004 (as amended, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

WHEREAS, **SPINNEYBECK ENTERPRISES, INC.**, (the "Borrower"), has entered into a Credit Agreement, dated as of September 29, 2004, with the banks and other financial institutions and entities from time to time party thereto (the "Lenders"), **GOLDMAN SACHS CREDIT PARTNERS L.P.**, and **UBS AG, STAMFORD BRANCH**, as joint lead arrangers and joint bookrunners (in such capacity, the "Lead Arrangers"), **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as syndication agent (in such capacity, the "Syndication Agent"), **UBS SECURITIES LLC** and **GOLDMAN SACHS CREDIT PARTNERS L.P.**, as co-documentation agents (in such capacity, the "Documentation Agents"), and **UBS AG, STAMFORD BRANCH** as administrative agent (in such capacity, the "Administrative Agent").

WHEREAS, it is a condition precedent to the obligation of the Lenders to make their respective extensions of credit to the Borrower under the Credit Agreement that the Borrower and Grantor shall have executed and delivered that certain Guarantee and Collateral Agreement, dated as of September 29, 2004, in favor of the Administrative Agent (as amended, supplemented, replaced or otherwise modified from time to time, the "Guarantee and Collateral Agreement") for the ratable benefit of the Secured Parties (as defined in the Guarantee and Collateral Agreement).

WHEREAS, under the terms of the Guarantee and Collateral Agreement, the Grantor has granted a security interest in certain property, including, without limitation, certain Intellectual Property of the Grantor, including all successors and assigns, to the Administrative Agent for the ratable benefit of the Secured Parties and, upon the payment in full of all amounts owed to the Secured Parties, has agreed as a condition thereof to execute this Trademark Security Agreement for recording with the United States Patent and Trademark Office and other applicable Governmental Authorities.

WHEREAS, this Agreement is supplemental to the provisions contained in the Guarantee and Collateral Agreement and the Credit Agreement and, in the event of an inconsistency among them, the Credit Agreement shall control over the Guarantee and Collateral Agreement and the Guarantee and Collateral Agreement shall control over this Agreement.

NOW, THEREFORE, in consideration of the promises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

SECTION 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Guarantee and Collateral Agreement, and, if not therein defined, in the Credit Agreement.

SECTION 2. (1) GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to the Administrative Agent, for the benefit of the Secured Parties, a security interest in and continuing lien on all of Grantor's right, title and interest in, to and under the following, whether now owned or existing or hereafter acquired or arising and wherever located (collectively, the "Trademark Collateral"):

(a) all United States, state and foreign trademarks, service marks, certification marks, collective marks, trade names, corporate names, d/b/as, business names, fictitious business names, internet domain names, trade styles, logos, other source or business identifiers, designs and general intangibles of a like nature, rights of publicity and privacy pertaining to the right to use names, likenesses and biographical data, all registrations and applications for any of the foregoing including, but not limited to, the registrations and applications referred to on Schedule I hereto (as such schedule may be amended or supplemented from time to time);

(b) any and all agreements granting any right in, to or under Trademarks to which Grantor is a party (whether such Grantor is licensee or licensor thereunder);

(c) all renewals of the foregoing;

(d) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License;

(e) the right to sue for past, present and future infringement or dilution of any of the foregoing or for any injury to goodwill; and

(f) all Proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages, and proceeds of suit.

(2) LIMITED EXCLUSIONS. Notwithstanding anything herein to the contrary, this Trademark Security Agreement shall not constitute a grant of a security interest in any property, now owned or hereafter acquired, to the extent that the collateral relates to: (a) assets sold to a person which is not a Grantor in compliance with the Credit Agreement, (b) assets owned by a Guarantor after the release of the guarantee of such Guarantor pursuant to Section 7.15, (c) assets subject to a Lien permitted by Sections 6.2(a), (c) and (i) of the Credit Agreement, (d) licenses, contracts and agreements which contain a valid and enforceable prohibition on the creation of a security interest therein (but only to the extent the grant of a security interest thereon would constitute a default thereunder) so long as such prohibition remains in effect and is valid notwithstanding Sections 9-406 and 9-408 of the applicable Uniform Commercial Code, and (f) any other asset, if any, specifically identified from time to time by the Administrative Agent and the Borrower in writing in connection with the determination by the Administrative Agent pursuant to the last sentence of Section 5.9 of the Credit Agreement.

SECTION 3. GUARANTEE AND COLLATERAL AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to the Administrative Agent, for the benefit of the Secured Parties, pursuant to the Guarantee and Collateral Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Administrative Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Guarantee and Collateral Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the event that any provision of this Trademark Security Agreement is deemed to conflict with the Guarantee and Collateral Agreement, the provisions of the Guarantee and Collateral Agreement shall control.

.SECTION 4. APPLICABLE LAW. This Trademark Security Agreement and the rights and obligations of the parties hereunder shall be governed by, and shall be construed and enforced in accordance with, the laws of the State of New York, without regard to its conflicts of law provisions (other than Section 5-1401 and Section 5-1402 of the New York General Obligation Laws).

SECTION 5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of 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.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

SPINNEYBECK ENTERPRISES, INC.

By: Patrick Milberger
Name: Patrick Milberger
Title: VICE PRESIDENT + SECRETARY

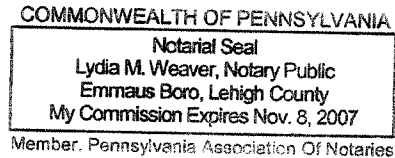
ACKNOWLEDGMENT OF GRANTOR

STATE OF PA)
COUNTY OF Montgomery) ss.

On this 25th day of September, 2004 before me personally appeared PATRICK A. MILBERGER proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of the Grantor, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Lydia M. Weaver
Notary Public

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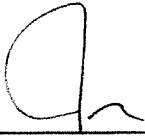
(signatures continue on next page)

[Trademark Security Agreement]

Accepted and Agreed:

UBS AG, STAMFORD BRANCH,
as Administrative Agent

By: 
Name: **Wilfred V. Saint**
Title: **Director**
Banking Products
Services, US

By: 
Name: **Joselin Fernandes**
Title: **Associate Director**
Banking Products
Services, US

[Trademark Security Agreement]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Federal Trademark Registrations	
Mark	Reg. No.
LEATHERWEAVE	1,436,944
SABRINA	1,404,945
SPINNEYBECK	1,446,426

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