

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Security Agreement

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Alfred Angelo, Inc.		07/30/2004	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	1339 Chestnut Street
City:	Philadelphia
State/Country:	PENNSYLVANIA
Postal Code:	19107
Entity Type:	National Banking Association:

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	1041940	MARRIAGE MARKETING SERVICES
Registration Number:	1294563	FLIRTATIONS
Registration Number:	1310180	BUDGET BRIDALS
Registration Number:	1356556	TINA MICHELE
Registration Number:	1365553	MICHELE PICCIONE
Registration Number:	1365681	ALFRED ANGELO
Registration Number:	1386837	PICCIONE
Registration Number:	2364654	PENNY EDWARDS
Registration Number:	2434765	A BRIDE'S COLLECTION
Registration Number:	2440157	NI
Registration Number:	2191890	BRIDESMAID
Registration Number:	2576377	ALFRED ANGELO
Registration Number:	2530900	THE BRIDE'S STUDIO
Registration Number:	2557791	ALFRED ANGELO[THE BRIDE'S STUDIO]

CH \$490.00 1041940

Registration Number:	2542413	ALFRED ANGELO (THE BRIDE'S STUDIO)
Registration Number:	2558174	ALFRED ANGELO
Serial Number:	78224822	WRAP IT UP
Serial Number:	78315819	BRIDESMAIDS TO GO
Serial Number:	78315811	BRIDALS TO GO

CORRESPONDENCE DATA

Fax Number: (202)728-0744

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 2027216405

Email: christine.wilson@thomson.com

Correspondent Name: Corporation Service Company

Address Line 1: 80 State Street

Address Line 2: 6th Floor

Address Line 4: Albany, NEW YORK 12207

NAME OF SUBMITTER:	Christine Wilson
Signature:	/CHRISTINE WILSON/
Date:	10/25/2005

Total Attachments: 12

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**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**
(Trademarks)

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 30th day of July, 2004, by ALFRED ANGELO, INC. (the "Company"), a Pennsylvania corporation, with its chief executive office located at 1301 Virginia Drive, Suite 110, Fort Washington, PA 19034 and delivered to WACHOVIA BANK, NATIONAL ASSOCIATION ("Lender"), having a mailing address of 1339 Chestnut Street, Philadelphia, PA 19107.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Amended and Restated Loan and Security Agreement of even date herewith by and among Company, the other Borrowers and Lender (as may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Credit Agreement"), under which Company is granting Lender, a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under Company's patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Credit Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Credit Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue, following the occurrence of an Event of Default under the Credit Agreement,

for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company represents, warrants and covenants that:

(a) Company has the power and corporate authority to enter into this Agreement and perform its terms;

(b) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement shall have been terminated, Company shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended Schedule A.

3. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Credit Agreement is terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

4. Except during the continuance of an Event of Default under the Credit Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

5. If and while an Event of Default exists under the Credit Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Credit Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During the existence of an Event of Default under the Credit Agreement, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or Lender of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Credit Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

6. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

7. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Credit Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

8. Upon Company's performance of all of the obligations under the Credit Documents and full and unconditional satisfaction of all Obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Credit Agreement.

10. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

11. During the existence of an Event of Default under the Credit Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

12. No course of dealing among Borrowers and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Credit Documents, or by any other future agreements between Borrowers and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

14. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

15. THIS AGREEMENT AND ALL RELATED AGREEMENTS AND DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA.

16. Company and Lender hereby waive any and all rights each may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Credit Documents.

SIGNATURES ON FOLLOWING PAGE


IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

ALFRED ANGELO, INC.

By: _____

Name: _____

Title: _____

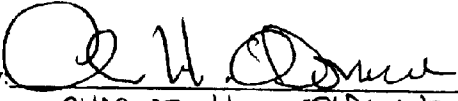


Joseph Waltz

V. P. - Finance

Approved and Accepted:

WACHOVIA BANK, NATIONAL ASSOCIATION

By: 
Name: Charles W. O'Rourke
Title: Vice President

Schedule A

U.S. Registered Marks of Alfred Angelo, Inc.⁽¹⁾

Country	Reg. No.	Mark	Reg. Date
U.S.	1,041,940	MARRIAGE MARKETING SERVICES	June 22, 1976
U.S.	1,294,563	FLIRTATIONS (Stylized)	September 11, 1984
U.S.	1,310,180	BUDGET BRIDALS (Stylized)	December 18, 1984
U.S.	1,356,556	TINA MICHELE	August 27, 1985
U.S.	1,365,553	MICHELE PICCIONE (Stylized)	October 15, 1985
U.S.	1,365,681	ALFRED ANGELO	October 15, 1985
U.S.	1,386,837	PICCIONE	March 18, 1986
U.S.	2,364,654	PENNY EDWARDS	July 4, 2000
U.S.	2,434,765	A BRIDE'S COLLECTION	March 13, 2001
U.S.	2,440,157	NI and Design	April 3, 2001
U.S.	2,191,890	BRIDESMAID	September 29, 1998
U.S.	2,576,377	ALFRED ANGELO	June 4, 2002
U.S.	2,530,900	THE BRIDE'S STUDIO	January 15, 2002
U.S.	2,557,791	ALFRED ANGELO [THE BRIDE'S STUDIO]	April 9, 2002
U.S.	2,542,413	ALFRED ANGELO - [THE BRIDE'S STUDIO] (Stylized)	February 26, 2002
U.S.	2,558,174	ALFRED ANGELO (Stylized)	April 9, 2002

Foreign Trademark Registrations in the name of Alfred Angelo, Inc.:

Country	Reg. No.	Mark	Reg. Date
Australia	659554	ALFRED ANGELO	April 27, 1995
Australia	659555	PICCIONE FASHIONS	April 27, 1995
Benelux	580209	ALFRED ANGELO	April 28, 1995
Benelux	580208	PICCIONE FASHIONS	April 28, 1995
Canada	TMA0179694	ALFRED ANGELO	November 26, 1971
Canada	TMA0310878	PICCIONE	January 31, 1986
Canada	TMA0310933	DANCE-ALLURE	January 31, 1986
Canada	TMA0304969	TINA MICHELE	July 19, 1985
Canada	TMA0313785	BUDGET BRIDALS (Stylized)	May 2, 1986
Chile	592328	ALFRED ANGELO	March 15, 2001
Germany	39517582	ALFRED ANGELO	April 25, 1995
Germany	39517580	PICCIONE FASHIONS	April 25, 1995

Foreign Trademark Registrations in the name of Alfred Angelo, Inc. (continued)

EU (CTM)	002197663	ALFRED ANGELO	April 24, 2001
Japan	4230546	ALFRED ANGELO	January 14, 1999
Japan	3370392	PICCIONE FASHIONS	October 9, 1998
Mexico	516570	ALFRED ANGELO	February 12, 1996
Mexico	531004	PICCIONE FASHIONS	September 17, 1996

Mexico	647683	PICCIONE FASHIONS	March 28, 2000
Mexico	688663	NI NANCY ISSLER A BRIDE'S COLLECTION & Design	February 28, 2001
Norway	210989	ALFRED ANGELO	October 11, 2001
Peru	66770	ALFRED ANGELO	October 9, 2000
Spain	1965624	ALFRED ANGELO	November 3, 1995
Switzerland	485348	ALFRED ANGELO	December 6, 2000
U.K.	UK001314561	ALFRED ANGELO (Stylized)	June 26, 1987
U.K.	UK000910307	ALFRED ANGELO (Stylized)	June 5, 1967

Pending U.S. ITU Trademark Applications in the name of Alfred Angelo, Inc.:

Country	Serial No.	Mark	Filing Date
U.S.	78/224822	WRAP IT UP	March 12, 2003
U.S.	78/315819	BRIDESMAIDS TO GO	October 20, 2003
U.S.	78/315811	BRIDES TO GO	October 20, 2003

Pending Foreign Trademark Application in the name of Alfred Angelo, Inc.:

Country	Serial No.	Mark	Filing Date
EU (CTM)	EC003496627	PICCIONE FASHIONS	October 30, 2003

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA : HORSHAM TOWNSHIP
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA : MONTGOMERY COUNTY

On this 29th of July, 2004, before me personally appeared JOSEPH WEITZ to me known and being duly sworn, deposes and says that s/he is the VICE PRESIDENT - FINANCE of DJ Fashions, LLC, the Company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Kathleen Connelly
Notary Public

My Commission Expires: 4-30-05

NOTARIAL SEAL
KATHLEEN T. CONNELLY, Notary Public
Horsham Twp., Montgomery County
My Commission Expires April 30, 2005

Sworn to and subscribed before me
this 29th day of July 2004.

EXHIBIT 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT
(Trademarks)

WHEREAS, Alfred Angelo, Inc., a Pennsylvania corporation ("Grantor"), is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ___ day of _____.

ALFRED ANGELO, INC.

By: _____
Attorney-in-fact

Witness:

EXHIBIT 1

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ____ day of _____ 2002, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

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

Notary Public

My Commission Expires:

POWER OF ATTORNEY

ALFRED ANGELO, INC., a PENNSYLVANIA corporation ("Grantor"), hereby authorizes WACHOVIA BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or Lender thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Amended and Restated Loan and Security Agreement bearing even date herewith among Grantor and certain other parties as Companies and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 30th day of July, 2004.

ALFRED ANGELO, INC.

By: 

Name: _____

Title: _____

Joseph Welts

V.P. - Finance

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA : *HORSHAM TOWNSHIP*
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA *MONTGOMERY* :
COUNTY

On this *29th* of July, 2004, before me personally appeared *Joseph Weller*, to me known and being duly sworn, deposes and says that s/he is *Vice President* of Alfred Angelo, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Kathleen Connelly
Notary Public

My Commission Expires: *4-30-05*

NOTARIAL SEAL
KATHLEEN T. CONNELLY, Notary Public
Horsham Twp., Montgomery County
My Commission Expires April 30, 2005

Sworn to and subscribed before me
this *29* day of *July* 20*04*.