

TRADEMARK ASSIGNMENT

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	Assignment of Security Agreement R/F002654/0001

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
TD Bank, N.A.		12/21/2011	National Association: UNITED STATES

RECEIVING PARTY DATA

Name:	TD Bank, N.A., as Agent
Street Address:	555 Hudson Valley Avenue, Suite 105
Internal Address:	Mail Stop: NY2-137-011
City:	New Windsor
State/Country:	NEW YORK
Postal Code:	12553
Entity Type:	National Association: UNITED STATES

PROPERTY NUMBERS Total: 14

Property Type	Number	Word Mark
Registration Number:	3286257	ROUDELAN
Registration Number:	3286165	LINDSAY-LYN
Registration Number:	3286164	NUIT ROUGE
Serial Number:	77861434	BONNIE BUBBLES
Registration Number:	3256449	JACLYNINTIMATES
Registration Number:	3247636	JACLYNINTIMATES
Registration Number:	3256448	JACLYNKIDZ
Registration Number:	2091425	EMERSON ROAD
Registration Number:	2032129	SUSAN GAIL
Registration Number:	1806109	SUSAN GAIL
Registration Number:	1257673	APPEL
Registration Number:	0784632	JACLYN U.S.A.
Registration Number:	0784057	SMART TIME

CH \$365.00 3286257

Registration Number:

3956605

SADDLE RIVER

**CORRESPONDENCE DATA**

Fax Number: (302)636-5454

Phone: 800-927-9801 x2348

Email: jpaterso@cscinfo.com

*Correspondence will be sent to the e-mail address first; if that is unsuccessful, it will be sent via US Mail.*

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:

046276

NAME OF SUBMITTER:

Jean Paterson

Signature:

/jep/

Date:

12/30/2011

**Total Attachments: 8**

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**TD BANK, N.A., as Agent**

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**Third Amendment to Confirmatory Trademark Security Agreement**

**BETWEEN**

**JACLYN, INC., as Borrower**

**AND**

**TD BANK, N.A., as Agent**

This Third Amendment to Confirmatory Trademark Security Agreement made this 21st day of December 2011 by and between **JACLYN, INC.**, a Delaware corporation with its principal place of business at 197 W. Spring Valley Avenue, Maywood, New Jersey 07607-1730 (hereinafter, "**Borrower**"), and **TD BANK, N.A.** ("**TD Bank**"), as Agent and Lender, a national association organized under the laws of the United States of America with offices located at 555 Hudson Valley Avenue, Suite 105, New Windsor, New York 12553, Mail Stop: NY2-137-011 (in such capacity, hereinafter, the "**Agent**").

**WITNESSETH:**

Borrower is a party to a second restated revolving loan agreement dated even date herewith among TD Bank, as Agent, and Lenders including TD Bank and Israel Discount Bank of New York (such second restated revolving loan agreement as the same may be supplemented, modified, amended or restated from time to time, the "**Loan Agreement**") which is a restatement of a revolving credit agreement dated December 23, 2002 between the Borrower and Hudson United Bank, as subsequently amended by five (5) amendments to the revolving loan agreement (collectively, the "**Original Loan Agreement**") and a restated general security agreement dated March 25, 2009 as amended by a first amendment dated even date herewith in favor of Agent, for the benefit of Lenders (such restated general security agreement as amended by the first amendment and as the same may be supplemented, modified, amended or restated from time to time, the "**Security Agreement**"), which is a restatement of a general security agreement dated December 23, 2002 between the Borrower and Hudson United Bank, pursuant to which, among other things, in order to secure all of Borrower's Obligations as defined in the Loan Agreement, the Borrower pledged and granted to Agent a present and continuing lien and security interest in and to (among other things), any and all of the Borrower's present and future general intangibles including, without limitation, the Trademarks (as hereinafter defined).

The Confirmatory Trademark Security Agreement dated December 23, 2002 was recorded in the United States Patent and Trademark Office on January 2, 2003 in Reel/Frame No. 002654/0001 (the Confirmatory Trademark Security Agreement dated December 23, 2002, as amended by a first amendment to confirmatory trademark security agreement dated March 25, 2009, recorded in the United States Patent and Trademark Office on March 31, 2009 in

Reel/Frame No. 3961/987, a second amendment confirmatory trademark security agreement dated June 28, 2010, recorded in the United States Patent and Trademark Office on July 13, 2010 in Reel/Frame No. 004240/0629 and as amended by this third amendment to confirmatory trademark security agreement, as the same may be supplemented, modified, amended or restated from time to time in the manner provided herein, is collectively referred to as, this "Agreement").

The Borrower and Agent have agreed to modify the terms and conditions of this Agreement pursuant to the terms and conditions of the Loan Agreement including, without limitation, modifying the lien and security interest in and to (among other things), any and all of Borrower's present and future general intangibles including, without limitation, the Trademarks, trademark registrations and applications of Borrower.

Borrower and Agent have entered into this Agreement and Borrower has signed a Special Power of Attorney, which is attached hereto as **Schedule B**, in order to confirm the liens and security interests granted in such collateral and to permit the recordation of this Agreement and those liens and security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by Borrower, Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to Agent for the benefit of Lenders, and grants to Agent for the benefit of lenders, a present and continuing lien and security interest in and to any and all of the trademarks, trademark registrations and applications of Borrower listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and the good will of the business to which each of those trademarks relates, in each case whether now existing or hereafter acquired or created, whether owned, individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as, the "Trademarks"). To the extent that TD Bank has any rights in and to the Trademarks or this Agreement (whether as a secured party or otherwise), it hereby assigns to Agent all of such right, title and interest.

Borrower hereby authorizes Agent to modify this Agreement (without the signature of Borrower) by amending **Schedule A** hereto to include any and all future trademarks and trademark registrations, which are included as "Trademarks" above and as "Collateral" under (and as defined in) the Security Agreement, whenever acquired or created.

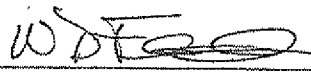
This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement, the Security Agreement and the other Loan Documents (as defined in the Loan Agreement). This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement, the Security Agreement and the other Loan Documents, and Agent shall have all of

the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of Agent's rights, powers, privileges and remedies with respect to the Trademarks, whether established by this Agreement, the Loan Agreement, the Security Agreement, any other Loan Document or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Bank may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Loan Agreement, the Security Agreement and other Loan Documents and the termination of the Loan Agreement, and may be terminated, modified, amended or restated only in a document executed by Agent and Borrower. Capitalized terms used herein and not defined in this Agreement shall have the meaning given to such terms in the Loan Agreement.

IN WITNESS WHEREOF, the parties hereto have executed and delivered this Agreement as of the date first written above.

WITNESS:

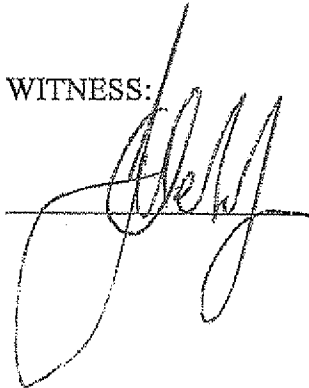
JACLYN, INC.

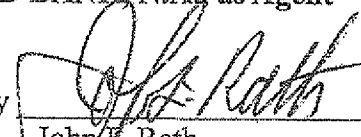
  
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by   
\_\_\_\_\_ Anthony Christon  
Chief Financial Officer & Treasurer

WITNESS:

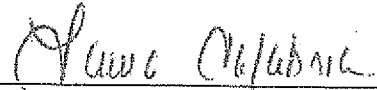
TD BANK, N.A., as Agent

  
\_\_\_\_\_

by   
\_\_\_\_\_ John F. Rath  
Senior Vice President

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF BERGEN )

On the 21st day of December 2011 before me personally came ANTHONY CHRISTON, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer and Treasurer of JACLYN, INC., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Notary Public

STATE OF NEW JERSEY )  
 ) ss.:  
COUNTY OF BERGEN )

LAURA CALABRIA  
NOTARY PUBLIC  
NEW JERSEY  
MY COMMISSION EXPIRES 8-29-16

On the 21st day of December 2011 before me personally came JOHN F. RATH to me known, who, being by me duly sworn, did depose and say that he is a Senior Vice President of TD BANK, N.A., successor by merger to Hudson United Bank, the bank described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said national bank.



Notary Public

LAURA CALABRIA  
NOTARY PUBLIC  
NEW JERSEY  
MY COMMISSION EXPIRES 8-29-16

**SCHEDULE A**

<b><u>Jaclyn Trademark</u></b>	<b><u>Registration Number</u></b>
ROUDELAN	3286257
LINDSAY-LYN	3286165
NUIT ROUGE	3286164
BONNIE BUBBLES	77861434 (Serial Number)
JACLYNINTIMATES	3256449
JACLYNINTIMATES	3247636
JACLYNKIDZ	3256448
EMERSON ROAD	2091425
SUSAN GAIL	2032129
SUSAN GAIL	1806109
APPEL	1257673
JACLYN U.S.A	0784632
SMART TIME	0784057
SADDLE RIVER	3956605



SCHEDULE B

SPECIAL POWER OF ATTORNEY

STATE OF NEW JERSEY    )  
  ) ss.:  
COUNTY OF BERGEN     )

KNOW ALL MEN BY THESE PRESENTS, that JACLYN, INC., a Delaware corporation with its principal place of business at 197 W. Spring Valley Avenue, Maywood, New Jersey 07607-1730 (hereinafter, "**Borrower**"), pursuant to a Third Amendment to Confirmatory Trademark Security Agreement dated the date hereof (the "**Agreement**"), hereby constitutes and appoints TD BANK, N.A., a national association organized under the laws of the United States of America with offices located at 555 Hudson Valley Avenue, Suite 105, New Windsor, New York 12553, Mail Stop: NY2-137-011 (hereinafter, "**Agent**"), as its true and lawful attorney-in-fact, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at any time and from time to time after the occurrence and during the continuance of an Event of Default, and subject to the other terms and conditions of the Loan Agreement, the Security Agreement and the other Loan Documents (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement, as the case may be):

1. Assign, sell or otherwise dispose of all right, title and interest in and to the trademarks, trademark registrations and applications of the Borrower listed on **Schedule A** of the Security Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the trademarks, trademark registrations and applications of the Borrower listed on **Schedule A** of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, as the Bank may in its sole discretion determine to be necessary.

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Borrower and Bank (i) is coupled with an interest and (ii) shall be irrevocable for the

term of this Agreement and thereafter as long as any obligations shall be outstanding under the Loan Agreement and the Security Agreement and the termination of the Loan Agreement.

JACLYN, INC.,  
a Delaware corporation

by \_\_\_\_\_  
Anthony Christon  
Chief Financial Officer & Treasurer

STATE OF NEW JERSEY    )  
  ) ss.:  
COUNTY OF BERGEN     )

On the 21st day of December 2011 before me personally came ANTHONY CHRISTON, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer and Treasurer of JACLYN, INC., the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

\_\_\_\_\_  
Notary Public