

*MP 6-19-98*

06-29-1998

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attached original documents or copy thereof.

To the Honorable Commissioner of

1. Name of conveying party(ies):

Rover Group Limited

- Individual(s)
- General Partnership
- Corporation-State
- Other British company
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: June 8, 1998

2. Name and address of receiving party(ies):

Name: Apache Minnesota Thom McAn, Inc.

Internal Address: \_\_\_\_\_

Street Address: 2 Executive Boulevard

City: Suffern State: NY ZIP: 10901

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

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

A. Trademark Application No.(s)

74/528,499  
75/109,129

B. Trademark registration No.(s)

1,138,108  
1,508,235  
804,757

Additional numbers attached?  Yes  No

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

Name: Amaria Elejalde, Esq.

Internal Address: Seyfarth, Shaw, Fairweather & Geraldson

Street Address: 55 East Monroe Street  
Suite 4200

City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: \_\_\_\_\_

5

7. Total fee (37 CFR 3.41):..... \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

19-1351

(Attach duplicate copy of this page if paying by deposit acco

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true cc of the original document.

Anamaria Elejalde

Name of Person Signing

*A. Elejalde*

Signature

June 19, 1998

Date

Total number of pages comprising cover sheet: \_\_\_\_\_

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

06/25/1998 DNGUYEN 00000190 74528499

01 FC:481  
02 FC:482

40.00 DP  
100.00 DP

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget Paperwork Reduction Project (0651-0011), Washington, D.C. 20503

**TRADEMARK SECURITY INTEREST AGREEMENT**

THIS AGREEMENT is made the 8<sup>th</sup> day of JUNE, 1998 between:

ROVER GROUP LIMITED, a British Company, whose registered office is at International Headquarters, Warwick Technology Park, Warwick, CV34 6RG, ENGLAND (hereafter "RGL") and APACHE MINNESOTA THOM MCAN, INC., a corporation of the State of Minnesota, located at 2 Executive Boulevard, Suffern, New York 10901, U.S.A. (hereafter "Apache").

WHEREAS, the parties herein are signatories to a simultaneously executed Trademark Agreement (hereafter "Trademark Agreement"); and

WHEREAS, the Trademark Agreement provides *inter alia* for the assignment of various trademarks identified therein from Apache to RGL in exchange for five million U.S. dollars (\$US5,000,000) payable pursuant to the relevant terms and conditions set forth in the Trademark Agreement; and

WHEREAS, the parties hereto will, in cooperation with other parties to the Trademark Agreement, become involved in a cooperative business alliance conveying a mutual benefit; and

WHEREAS, the parties wish to provide some additional assurance of timely payment of the entirety of the aforementioned \$5,000,000 to Apache;

NOW THEREFORE, in consideration of the premises, and in order to further the finalization of the Trademark Agreement it is agreed as follows:

1. Apache is herein granted a Security Interest recordable in the United States Patent & Trademark Office ("PTO") in and to the Trademarks listed and described at Exhibit A (hereafter "SI Property") subject to the conditions set forth herein.
2. This Security Interest shall serve as a lien on the SI Property until such time as the conditions of release of the security interest as set forth below have been met by RGL.

3. RGL agrees not to assign, transfer or use the SI Property as security or collateral for any loan or other transaction until such time as it has fully complied with the conditions of release of the security interest as set forth below.

4. Nothing herein shall affect the validity of or preclude RGL from assigning the SI Property along with other assets and goodwill of the RGL business pursuant to the terms of the Trademark Agreement.

5. At such time as RGL has made timely and full payment to Apache, upon the written request of RGL, Apache agrees to promptly execute a Release of Security Interest in the form attached as Exhibit B hereto.

IN WITNESS WHEREOF, the parties have caused this agreement to be executed on the date under the name of the signatory.

Rover Group Limited

P. J. Cooper

P. J. COOPER

Name  
AUTHORIZED SIGNATORY

BY POWER OF ATTORNEY

Title

JUNE 5, 1998

Date

Apache-Minnesota Thom McAn, Inc.

Donna Wangenstein

DONNA WANGENSTEIN

Name

VICE PRESIDENT

Title

MAY 28, 1998

Date

BDA/dic/cf (l:\atty\BDA\18860107.sec)

**EXHIBIT A**

**TRADEMARK**  
**REEL: 1745 FRAME: 0410**

EXHIBIT A - TO TRADEMARK SECURITY AGREEMENT

TRADEMARK	SERIAL NO. REGISTRATION NO.	APPLN. DATE REGISTRATION DATE	CLASS	GOODS/SERVICES	TERRITORY	STATUS
LAND ROVER	1,118,108	07/22/1980	42	Retail store services in the field of shoes, clothing and accessories	USA	Registered
LAND ROVER	1,508,235	10/11/1988	25	Jackets and blazers	USA	Registered
LAND ROVER BY THOM MCAN	804,757	03/01/1966	25	Shoes	USA	Registered
LANDROVER	74/528,499		18, 25	Clothing and accessories namely shirts, vest, belts and handbags	USA	Application
<del>LANDROVER &amp; DESIGN</del>	<del>74/389,605</del>		<del>16, 18, 25</del>	<del>Backpacks, boxes, clothing and footwear</del>	<del>USA</del>	<del>Application</del>
LANDROVER ALL TERRAIN & MOUNTAIN DESIGN	75/09,179		25	Footwear	USA	Application

US Registration No. 804,757 for the trademark LAND ROVER BY THOM MCAN (Stylized) will be cancelled pursuant to paragraph 7 of the Trademark Agreement.

TRADEMARK