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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

4/94) M&D  
6-22-98

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

1. Name of conveying party(ies)  
JJ Acquisition Corp., to be known as  
Jeri-Jo Knitwear, Inc.  
1407 Broadway  
New York, NY 10018

- Individual(s)
- General Partnership
- Corporation-State DE
- Other
- 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 18, 1998

2. Name and address of receiving party(ies)

Name: NationsBanc Commercial Corporation  
as Collateral Agent

Internal Address:

Street Address: P.O. Box 4095

City: Atlanta State: GA ZIP: 30302

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

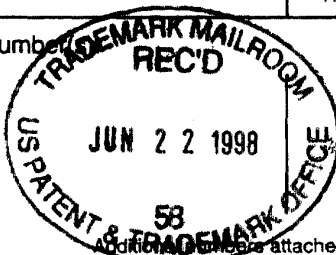
If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or patent number(s)

A. Trademark Application No.(s)



B. Trademark Registration No.(s)

2,001,756	1,515,449
1,538,271	1,597,536
1,585,817	2,127,960
1,056,631	1,309,107

Additional name(s) & address(es) attached?  Yes  No

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

Name: Joyce L. Francis

Internal Address: Schulte Roth & Zabel LLC

Street Address: 900 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41).....\$ 215<sup>00</sup>

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

20-0052

(Attach duplicate copy of this page if paying by deposit account)

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 copy of the original document.

Joyce Francis  
Name of Person Signing

Joyce Francis  
Signature

Total number of pages, including cover sheet, attachments, and document: 4

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200052  
0300046  
40 00 CH  
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Date  
07/13/1998 TTW/AL  
01 FC: 01  
02 FC: 02

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, JJ ACQUISITION CORP., a Delaware corporation to be known as JERI-JO KNITWEAR, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated June 18, 1998 (the "Security Agreement") in favor of NATIONSBANC COMMERCIAL CORPORATION., as collateral agent for certain lenders (the "Assignee"); and

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 18th, 1998.

JJ ACQUISITION CORP.

By: 

Name: Amanda Bokor

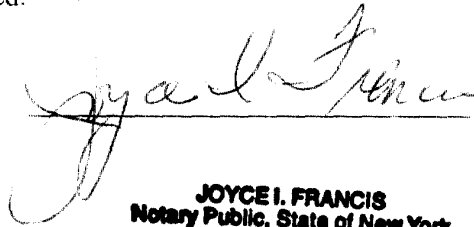
Title: VP

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 18th day of June, 1998, before me personally came AMANDA BOKROS to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he/she is the Vice President of JJ ACQUISITION CORP., a Delaware corporation to be known as JERI-JO KNITWEAR, INC., and that he/she executed the foregoing instrument in the firm name of JJ ACQUISITION CORP. to be known as JERI-JO KNITWEAR, INC., and that he/she had authority to sign the same, and he/she acknowledged to me that he/she executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



**JOYCE I. FRANCIS**  
Notary Public, State of New York  
No. 01FR5037511  
Qualified in New York County  
Certificate Filed in New York County  
Commission Expires December 27, 1998

SCHEDULE I  
Trademarks and Trademark Licenses

<u>TRADEMARK</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
ARENDINE	2,001,756	September 17, 1996
COTTON SPIRIT	1,538,271	May 9, 1989
CURRANTS	1,585,817	March 6, 1990
CURRANTS and design	1,056,631	January 14, 1977
ENERGIE (stylized)	1,515,449	December 6, 1988
ENERGIE BI CURRANTS	1,597,536	May 22, 1990
JAMIE SCOTT	2,127,960	January 13, 1998
JERI-JO	1.309,107	December 11, 1984

265748.1  
2003-0022

RECORDED: 06/22/1998

TRADEMARK  
REEL: 1751 FRAME: 0667