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To the Honorable Commissioner of Patents and Trademarks

100762224

Send 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 UCC-1 Financing Statement
- 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 9095

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 numbers attached?  Yes  No

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

Name: Joyce I. 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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 26 0222

(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

6-18-98  
Date

Total number of pages including cover sheet, attachments, and document: 5

SCHEDULE A

to UCC-1 Financing Statement Naming:

JJ ACQUISITION CORP.,  
as Debtor

Tax I.D. No. 52-2080607

and

NATIONSBANC COMMERCIAL CORPORATION,  
as Collateral Agent,  
as Secured Party

Tax I.D. No. 58-1163256

This Financing Statement covers the following tangible and intangible personal property of the Debtor wherever located and whether now or hereinafter existing and whether now owned or hereinafter acquired (collectively, the "Collateral"):

(a) (i) all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by the Debtor (including, without limitation, all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers described in Schedule I hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Debtor relating to the distribution of products and services in connection with which any of such marks are used, and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past and future infringements or dilution's thereof and the right to sue for past, present and future infringements and dilutions thereof (hereinafter referred to collectively as the "Trademarks"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensor or licensee and providing for the grant of any right to use any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses or agreements and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses;

(b) the books and records of the Debtor relating to any of the foregoing Collateral, including, without limitation, all customer contracts, sale orders, minute books, ledgers, records, computer programs, software, printouts and other computer materials, customer lists, credit files, correspondence and advertising materials, in each case indicating, summarizing or evidencing any of the Collateral; and

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(c) all cash and non-cash proceeds of any and all of the foregoing Collateral (including, without limitation, (i) damages and payments for past or future infringements of the Trademarks and (ii) the right to sue for past, present and future infringements of the Trademarks) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) and any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral:

in each case howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise); provided that, nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Secured Party in the Debtor's interest in any contract right, any license agreement, any lease or any other general intangible (other than any of the foregoing constituting an account or a general intangible for money due or to become due to which Section 9-318(4) of the New York Uniform Commercial Code applies) (each such contract right, license agreement, lease and other general intangible, other than those described in the preceding parenthesis, being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by the Debtor to the Secured Party is prohibited by the terms and provisions of the written agreement, document or instrument creating or evidencing such Excluded Property, provided, however, that if and when the prohibition which prevents the granting by the Debtor to the Secured Party of a security interest in any Excluded Property is removed or otherwise terminated, the Secured Party will be deemed to have, and at all times to have had, a security interest in such Excluded Property. Notwithstanding anything set forth herein to the contrary, the Secured Party will be deemed to have, and at all times to have had, a security interest in the proceeds of such Excluded Property.

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

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2003-0022

RECORDED: 06/22/1998

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