

07-14-1998



100764040

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Starter Corporation
370 James Street
New Haven, CT 06513

A Delaware corporation.

2. Name and address of receiving party:

BankBoston, N.A.
100 Federal Street
Boston, MA 02110

A National Banking Association.

If assignee is not domiciled in the United States, a domestic representative designation is attached: ____

(Designation must be a separate document from Assignment)

3. Nature of conveyance: Supplemental Trademark Collateral Security and Pledge Agreement dated as of March 31, 1998, and attached hereto as Exhibit 1.

4. Registration numbers:

Trademark
Applications

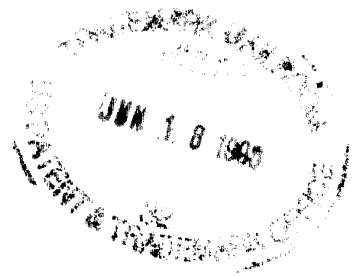
Application No.

Application Date

07/13/1998 DNGUYEN 00000335 75294584

01 FC:481
02 FC:482

40.00 OP See Schedule A attached hereto
300.00 OP



<u>Trademarks</u>	<u>Registration No.</u>	<u>Registration Date</u>
-------------------	-------------------------	--------------------------

None

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

Robert Porcelli, Legal Assistant
Bingham Dana LLP
150 Federal Street
Boston, MA 02110

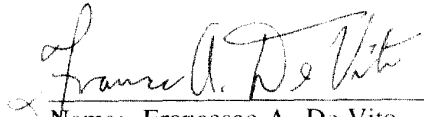
6. Total number of applications and registrations involved: 13

7. Total fee enclosed: \$340.00

8. Deposit account number: **[Not applicable]**

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.



Name: Francesco A. De Vito
Date: June 18, 1998

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

Box Assignment Fee
Assistant Commissioner of Trademarks
2900 Crystal Drive
Arlington, VA 22202-3513

Schedule A to Trademark Recordation Cover Sheet

STARTER CORPORATION

Applications

<u>Mark</u>	<u>Application Number</u>	<u>Date</u>
Starter Over Buffs	75-294,584	5/19/97
S & Star Design Starter & Design of Swimmer	75-313,216	6/23/97
S & Star Design Starter	75-329,287	7/23/97
The Colors of Sport	75-329,286	7/23/97
TEK 370	75-329,671	7/24/97
Game Recognizes Game	75-333,931	7/31/97
Pack to Pack	75-352,206	9/5/97
S1 (Stylized)	75-395,064	11/24/97
S & Star Design Starter	75-404,480	12/12/97
Lost Territory	75-424,643	1/28/98
S & Star Design Starter	75-429,097	2/5/98
S & Star Design Starter	75-435,641	2/17/98
S & Star Design Starter	75-442,052	2/27/98

SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT

This **SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "Agreement") dated as of March 31, 1998 is by and between **STARTER CORPORATION**, a Delaware corporation with its principal place of business at 370 James Street, New Haven, Connecticut 06513 (the "Assignor"), and **BANKBOSTON, N.A.** (formerly known as Bank of Boston Connecticut), a national banking association with its principal place of business at 100 Federal Street, Boston, Massachusetts 02110, as administrative agent (hereinafter, in such capacity, the "Administrative Agent") for itself and the other Lenders referred to below.

Reference is hereby made to (i) the Third Amended and Restated Credit Agreement, dated as of March 31, 1998 (as amended and in effect from time to time, the "Credit Agreement"), among the Assignor, Starter Galt, Inc., a Delaware corporation ("Starter Galt" and together with the Assignor, the "Borrowers"), the financial institutions from time to time parties thereto (collectively, the "Lenders"), the Administrative Agent, and Citibank, N.A., as syndication agent (the "Syndication Agent" and together with the Administrative Agent, the "Agents"), (ii) the Security Agreement dated as of May 13, 1997 by and among the Assignor, Starter Galt and the Administrative Agent (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement"), and (iii) the Trademark Collateral Security and Pledge Agreement dated as of May 13, 1997 by and between the Assignor and the Administrative Agent (the "Trademark Security Agreement").

RECITALS

WHEREAS, the Assignor and the Lenders have entered into the Credit Agreement, pursuant to which the Lenders have agreed to make loans and otherwise to extend credit to the Borrowers;

WHEREAS, the Assignor has executed and delivered to the Administrative Agent, for the benefit of the Lenders and the Agents, the Security Agreement, pursuant to which the Assignor has granted to the Administrative Agent, for the benefit of the Lenders and the Agents, a security interest in certain of the Assignor's personal property and fixture assets, including without limitation all trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Obligations (as defined in the Credit Agreement);

TRADEMARK
REEL: 1752 FRAME: 0400

WHEREAS, in connection with the transactions contemplated by the Credit Agreement and the Security Agreement, the Assignor and the Administrative Agent have entered into the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was filed with the United States Patent and Trademark Office (the "PTO") on June 16, 1997, pursuant to which the Assignor granted to the Administrative Agent, for the benefit of the Lenders and the Agents, a security interest in and lien on all of the Assignor's Trademarks, as such term is defined in the Trademark Security Agreement;

WHEREAS, the Assignor has adopted the trademarks and has filed or made the trademark applications set forth on Schedule A hereto (such trademarks and trademark applications being collectively referred to herein as the "Supplemental Trademarks");

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Credit Agreement, the Security Agreement and the Trademark Security Agreement, the Assignor wishes to execute and deliver this Agreement to further effect, evidence and memorialize (i) the Assignor's grant to the Administrative Agent, for the benefit of the Lenders and the Agents, a security interest in the Supplemental Trademarks, the Trademark rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark Rights"), the Trademark license rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark License Rights"), and the proceeds associated with or related to the Supplemental Trademarks (the "Supplemental Proceeds") (the Supplemental Trademarks, Supplemental Trademark Rights, Supplemental Trademark License Rights and Supplemental Proceeds are collectively referred to herein as the "Supplemental Trademark Collateral"), and (ii) the Assignor's collateral future assignment to the Administrative Agent of the Supplemental Trademark Collateral;

NOW, THEREFORE, in consideration of the premises set forth in the Credit Agreement, the Security Agreement, and the Trademark Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Administrative Agent hereby agree as follows:

1. **DEFINITIONS.** All capitalized terms used herein without definition shall have the respective meanings provided therefor in the Credit Agreement, the Security Agreement and the Trademark Security Agreement.
2. **GRANT OF SECURITY; COLLATERAL ASSIGNMENT.**

2.1. Grant of Security Interest; Assignment of Marks. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations (as defined in the Credit Agreement), the Assignor hereby grants to the Administrative Agent, for the benefit of the Lenders and the Agents, a continuing security interest in and first priority lien on the Supplemental Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Supplemental Trademark Collateral to the Administrative Agent, for the benefit of the Lenders and the Agents. In addition, the Assignor has executed in blank and delivered to the Administrative Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 to the Trademark Security Agreement (the "Assignment of Marks"). The Assignor hereby authorizes the Administrative Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Administrative Agent's remedies under this Agreement, the Trademark Security Agreement and the Security Agreement. The Administrative Agent will give prompt notice of any such completion and recording of any Assignment of Marks pursuant to this subsection.

2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Supplemental Trademark Collateral provided in Section 2.1 hereof to secure the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Administrative Agent, for the benefit of the Lenders and the Agents (and confirms its grant, assignment, transfer and conveyance to the Administrative Agent, for the benefit of the Lenders and the Agents pursuant to the Trademark Security Agreement), BY WAY OF COLLATERAL SECURITY, to the Administrative Agent, for the benefit of the Lenders and the Agents, the Assignor's entire right, title and interest in and to the Supplemental Trademark Collateral, provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon the occurrence and during the continuance of an Event of Default under the Credit Agreement and (ii) either (A) upon the written demand of the Administrative Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Administrative Agent) upon an Event of Default for which acceleration of the Loans is automatic under the Credit Agreement or upon the sale or other disposition of or foreclosure upon the Collateral pursuant to the Security Agreement or Article 9 of the Uniform Commercial Code (including the transfer or other disposition of the Collateral by the Assignor to the Administrative Agent or its nominee in lieu of foreclosure). The foregoing

grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment". NO LENDER ASSUMES ANY LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

2.3. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Trademark Collateral, the Administrative Agent shall have such rights, interests and remedies, and the Assignor shall have such obligations, as are provided in or arise under the Trademark Security Agreement with respect to the Trademark Collateral, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

2.4. Supplemental to Certain Agreements. In no event shall this Agreement, the Section 2.2 Assignment of the Supplemental Trademark Collateral hereunder or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the other Security Documents (as defined in the Credit Agreement), the security interest of the Administrative Agent, for the benefit of the Lenders and the Agents, in the Collateral (including the Supplemental Trademark Collateral) pursuant to the Security Agreement, the Trademark Security Agreement and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Administrative Agent in and to the Collateral under or in connection with the Security Agreement, the Trademark Security Agreement, the other Security Documents, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Administrative Agent in and to the Supplemental Trademark Collateral (and any and all obligations of the Assignor with respect to the Supplemental Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Administrative Agent, for the benefit of the Lenders and the Agents (and the obligations of the Assignor), in, to or with respect to the Collateral (including the Supplemental Trademark Collateral) provided in or arising under or in connection with the Security Agreement, the Trademark Security Agreement and the other Security Documents. The Security Agreement, the Trademark Security Agreement, the other Security Documents and all rights and interests of the Administrative Agent, for the benefit of the Lenders and the Agents, in and to the Collateral (including the Supplemental Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted and approved.

3. **CERTAIN DEFINITIONS.** The Assignor confirms and agrees that the term "Obligations" as used in the Trademark Security Agreement shall include, without limitation, all of the "Obligations" referred to in the Credit Agreement.

4. **REPRESENTATIONS, WARRANTIES AND COVENANTS.**

4.1. Schedule A to the Trademark Security Agreement (the "Original Schedule A"), is hereby amended and supplemented by Schedule A to this Agreement (the "New Schedule A"). The Assignor represents and warrants that, together, the Original Schedule A and the New Schedule A constitute a true and complete list of all United States Trademarks, all Licensed Trademarks, the owners thereof, and the license or other agreements pursuant to which the Assignor has the right to utilize the Licensed Trademarks. The Assignor represents and warrants that it does not presently have any Licensed Trademarks.

4.2. The term "Trademarks", as defined and used in the Trademark Security Agreement, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Trademarks, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Proceeds and the Supplemental Trademark Collateral.

4.3. The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in Section 3 of the Trademark Security Agreement, are true and correct in all material respects on and as of the date hereof. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Trademarks and the Supplemental Trademark Collateral with the same force and effect as though set forth herein in their entirety.

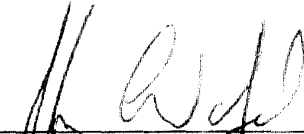
4.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Administrative Agent with respect to each other and/or the Trademarks (including without limitation the Supplemental Trademark Collateral) or any portion thereof, as set forth the Trademark Security Agreement, the Security Agreement and the other Security Documents, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Trademarks (including without limitation the Supplemental Trademark Collateral) with the same force and effect as though set forth herein in their entirety.

5. OTHER TERMS AND CONDITIONS OF THE TRADEMARK SECURITY AGREEMENT.

5.1. This Agreement incorporates by reference all other terms and conditions contained in the Trademark Security Agreement to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety.

IN WITNESS WHEREOF, the Assignor and the Administrative Agent, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

STARTER CORPORATION

By: 
Senior Vice President

BANKBOSTON, N.A., as
Administrative Agent

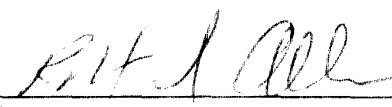
By: _____
Title:

IN WITNESS WHEREOF, the Assignor and the Administrative Agent, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

STARTER CORPORATION

By: _____
Senior Vice President

BANKBOSTON, N.A., as
Administrative Agent

By: 
Title:

ROBERT S. ALLEN
DIRECTOR

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF CONNECTICUT)
 NEW HAVEN) ss: New Haven June 10, 1998
COUNTY OF ~~HARTFORD~~) Hartford March 31, 1998

On this the ^{10TH} ~~31st~~ day of ^{JUNE} ~~MARCH~~, 1998, before me Diane E. Sullo, the undersigned officer, personally appeared John C. Warfel, who acknowledged himself to be the Senior Vice President of STARTER CORPORATION, a Delaware corporation, and that he as such Senior Vice President, being authorized so to do, executed the foregoing instrument for the purposes therein contained, by signing the name of the bank by himself as such Senior Vice President and as his and its free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand.

Diane E. Sullo

Notary Public

My Commission Expires:

March 31, 1998

TRADEMARK

REEL: 1752 FRAME: 0408

Schedule A
Trademarks and Trademark Registrations

See Attachment

2

TRADE MARK
52 FRAME: 0410

TM RIGHTS (Grouped by mark)

Report Date: 6/11/98

Page: 1

Mark:		Game Recognizes Game							
Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	Substatus	
United States	25, 35	Starter Corporation	75333931	7/31/97			Pending Af	Filed	
Mark:		Lost Territory							
Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	Substatus	
United States	25	Starter Corporation	75424643	1/28/98			Pending Af	Filed	
Mark:		Pack to Pack							
Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	Substatus	
United States	25	Starter Corporation	75352206	9/ 5/97			Pending Af	Filed	
Mark:		S & Star Design							
Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	Substatus	
Philippines	25	Starter Corporation	122308	7/ 4/97			Pending Af	Filed	
Thailand	18	Starter Corporation	342486	8/28/97			Pending Af	Filed	
Singapore	18	Starter Corporation	S/13306/97	10/19/97			Pending Af	Filed	
Brunei Darussalam	25	Starter Corporation	28531	11/ 5/97			Pending Af	Filed	
Brunei Darussalam	18	Starter Corporation	BRU28530	11/ 5/97			Pending Af	Filed	
Malaysia	18	Starter Corporation	MA/21565/97	12/15/97			Pending Af	Filed	
Mark:		S & Star Design Starter							
Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	Substatus	
Brazil	40, 15	Starter Corporation	820117765	7/ 3/97			Pending Af	Filed	
Russian Federation	25	Starter Corporation	97709559	6/30/97			Pending Af	Filed	
France	25	Starter Corporation	97688721	7/24/97	97688721	7/24/97	Registered	Allowed	
German Federal Republic	25	Starter Corporation	397 33 4451	7/16/97	39733445	10/ 8/97	Registered	Allowed	
United States	9	Starter Corporation	75329287	7/23/97			Pending Af	Filed	
Indonesia	18	Starter Corporation	D98813	1/15/98			Pending Af	Published	
United States	24	Starter Corporation	75404480	12/12/97			Pending Af	Filed	
Indonesia	25	Starter Corporation	27347	12/15/97			Pending Af	Published	
Canada	9, 14, 16, 18, 25, 28	Starter Corporation	866106	1/12/98			Pending Af	Filed	
United States	30, 32	Starter Corporation	75429097	2/ 5/98			Pending Af	Filed	
United States	25	Starter Corporation	75435641	2/17/98			Pending Af	Filed	
United States	35	Starter Corporation	75442052	2/27/98			Pending Af	Filed	
Mark:		S & Star Design Starter & Design of Swimmer							
Country	Classes	Reg. Owner	App. #	App. Dt	Reg. #	Reg. Dt	Status	Substatus	
United States	25	Starter Corporation	75313216	6/23/97			Pending Af	Published	