



100765827

Tab settings

To the Honorable Commissioner of Patents and Trademarks

attached original documents or copy thereof.

1. Name of conveying party(ies):

Barney's Inc.

JUN 16 1998

- Individual(s)
- General Partnership
- Corporation-State New York
- 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: July 15, 1997

2. Name and address of receiving party(ies)

BankBoston Retail Finance, Inc.,
Name: as Collateral Agent F/K/a/GBFC, Inc.

Internal Address:
Street Address: 40 Broad Street
City: Boston State: MA ZIP: 02109

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

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers attached? Yes No

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

Name: Rosalind Rodburg

Internal Address:

Street Address: Latham & Watkins

885 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 30

7. Total fee (37 CFR 3.41).....\$ 1,160.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

01 FC:481
02 FC:482

40.00 OP
725.00 OP

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.

Rosalind Rodburg
Name of Person Signing

Rosalind Rodburg
Signature

6-19-98
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

REEL: 1754 FRAME: 0552

TRADEMARK FEE PROCESS. RECEIVED JUN 16 1998 P 2 15

SCHEDULE A

TRADEMARKS

Barney's Inc.

<u>Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Date Filed</u>	<u>Registration Date</u>
Barney's New York (Stylized)	73/792604	1620003	03/28/1989	10/30/1990
Oak Room	73/397420	1290494	09/30/1982	08/14/1984
International House	73/397422	1348017	09/30/1982	07/09/1985
America House	73/397423	1323819	09/30/1983	03/05/1985
Barneys	73/397425	1371828	09/30/1982	11/19/1985
English Room	73/397426	1323820	09/30/1982	03/05/1985
Barney's New York	73/397427	1332229	09/30/1982	04/23/1985
Barney's	73/397428	1337912	09/30/1982	05/28/1985
Barneys	73/397429	1321351	09/30/1982	02/19/1985
Corporate Program				
Barneys Chelsea Passage	73/397708	1328560	09/30/1982	04/02/1985
Co/Op Barneys New York and Design	73/685577	1535382	09/21/1987	04/18/1989
& Sons	74/444614	1848803	10/06/1993	08/09/1994
Look (Stylized)	74/579035	1992444	09/27/1994	08/13/1996
Barneys New York (LoGo)	74/698082	2073088	07/06/1995	06/24/1997
Select, Don't Settle	74/030677	1678142	02/16/1990	03/03/1992
Select, Don't Settle (Stylized)	74/173714	1683409	06/07/1991	04/14/1992
Chelsea Passage	74/139558	1793956	02/15/1991	09/21/1993
Barney's	72/136187	0740068	01/22/1962	10/30/1962
Baby Logo	75/297335	pending	05/23/1997	
Barneys New York	75/273941	pending	04/14/1997	
Barneys New York Easy Line	75/011150	pending	10/27/1995	
Barneys New York Madison Ave@	75/011348	pending	10/27/1995	
CO/OP (Stylized)	75/222841	pending	01/08/1997	
Easy Line	75/011321	pending	10/27/1995	
Madison Avenue	75/011349	pending	10/27/1995	
Kenneth Reed	73/065647	1052901	10/10/1975	11/16/76
Di Grazzo (Stylized)	71/503277	0434297	06/05/1946	11/18/47
Guy Michel (Stylized)	73/024882	1039288	06/21/1974	05/11/76
Fred's at Barneys New York	75/172667	pending	9/26/1996	
The R.S.V.P. Room at Barney's	397431	1290496	9/30/1982	08/14/1984

TRADEMARK

REEL: 1754 FRAME: 0553

SECURITY AGREEMENT AND MORTGAGE - TRADEMARKS

Agreement made as of this 15th day of July, 1997, between BARNEY'S, INC., a New York Corporation having a principal business address at 575 Fifth Avenue, New York, New York 10017 (the "Company") and GBFC, Inc., as collateral agent (in such capacity, the "Collateral Agent") for BankBoston, N.A., individually and as Administrative Agent (as defined in the Credit Agreement referred to below) and the other financial institutions (collectively, the "Lenders") party to the Credit Agreement.

RECITALS

A. The Company has adopted and is the owner of the trademarks and service marks described in Schedule A annexed hereto and made a part hereof;

B. As a condition to the Lenders making the loans or advances to the Company pursuant to the Revolving Credit and Guaranty Agreement dated as of the date hereof (as amended, supplemented or restated from time to time, the "Credit Agreement") between the Company and the Lenders, among others, the Lenders have required the execution and delivery hereof by the Company;

NOW, THEREFORE, IT IS AGREED that, for and in consideration of the loans and advances to be made under the Credit Agreement and other good and valuable consideration, the receipt of which is hereby acknowledged, and as collateral security for the full and prompt payment and performance of all Obligations (as defined below), the Company does hereby mortgage and pledge to the Collateral Agent, for its benefit and the benefit of the Administrative Agent and the Lenders, and grant the Collateral Agent, for its benefit and the benefit of the Administrative Agent and the Lenders, a security interest in, all of its right, title and interest in and to each of the Trademarks (as defined below) described in Schedule A (collectively, the "Collateral").

1. Definitions: Terms defined in the Credit Agreement and not otherwise defined herein shall have the meanings set forth in the Credit Agreement. As used in this Agreement, unless the context otherwise requires:

"Trademarks" shall mean (i) all trademarks, trade names, trade styles, service marks, prints and labels on which said trademarks, trade names, trade styles and service marks have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all right, title and interest therein and thereto, and all registration 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, all whether now owned or hereafter acquired by the Company, including, but not limited to, those described in Schedule A annexed hereto and made a part hereof, and (ii) all reissues, extensions or renewals thereof and all licenses thereof.

2. Representations and Covenants: The Company hereby represents, warrants, covenants and agrees as follows:

(a) The Company has the sole, full and clear title to the Trademarks in the United States for the goods and services covered by the registration thereof and such registrations are valid and subsisting and in full force and effect.

(b) The Company will perform all acts and execute all documents, including, without limitation, assignments for security in form suitable for filing with the United States Patent and Trademark Office, requested by the Lenders at any time to evidence, perfect, maintain, record and enforce the Lenders' interest in the Collateral or otherwise in furtherance of the provisions of this Agreement, and the Company hereby authorizes the Lenders to execute and file one or more financing statements (and similar documents) or copies thereof or of this Agreement with respect to the Collateral signed only by the Lenders.

(c) The Company has the right and power to make the assignment and to grant the security interest herein granted; and the Collateral is not now, and at all times hereafter will not be, subject to any liens, mortgages, the assignments, security interests or encumbrances of any nature whatsoever, except in favor of the Lenders, and to the best knowledge of the Company none of the Collateral is subject to any claim.

(d) Except to the extent that the Lenders, upon prior written notice from the Company, shall consent in writing, the Company will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, and nothing in this Agreement shall be deemed a consent by the Lenders to any such action except as expressly permitted herein.

3. Events of Default and Remedies: Upon the occurrence of an Event of Default (as defined in the Credit Agreement), the Lenders shall have the rights set forth in the Credit Agreement and the Security Agreement also dated as of the date hereof with respect to all collateral pledged by the Company (the "General Security Agreement").

4. Miscellaneous:

(a) No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement and executed by the party to be charged.

(b) In the event that any provision hereof shall be deemed to be invalid by any Court, such invalidity shall not affect the remainder of this Agreement.

(c) Any failure or delay by the Lenders to require strict performance by the Company of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect the Lenders' right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different

type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of the Lenders, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of the Lenders and directed to the Company, specifying such waiver.

(d) In the event of any conflict between the terms of this Agreement and the terms of either the Credit Agreement or the Security Agreement, the terms of the Credit Agreement or the Security Agreement, as the case may be, shall govern.

(e) This agreement shall be governed by the Laws of the State of New York as provided in the Credit Agreement.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the Company and the Lenders have caused this Agreement to be executed by their respective officers thereunto duly authorized as of the day and year first above written.

BARNEY'S, INC.

BY: 

TITLE: JOHN S. DUBEL
EXECUTIVE VICE PRESIDENT AND
CHIEF FINANCIAL OFFICER

GBFC, Inc., as Collateral Agent

BY: 

TITLE: Vice President

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