

AKA  
7-998

07-17-1998

R

To the Honorable Commissioner of Patents and Trademark

or copy thereof.



1. Name of conveying party(ies):

100767176

receiving party(ies):

WW Worldwide Licensing Corp.

Name: Willshe Wear International LLC

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

Street Address: 1412 Broadway, Suite 1402

City: New York State: NY Zip: 10018

- Individual  Association
- General Partnership  Limited Partnership
- Corporation - State: New York

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

Other: \_\_\_\_\_

Other: New York Limited Liability Co.

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

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)

3. Nature of conveyance:

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

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

Execution Date: April 10, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,129,297

1,282,566

1,995,384

1,989,532

Additional numbers attached?  Yes  No

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

Name: Catherine R. Howell, Paralegal

Internal Address: Ropes & Gray

Street Address: 1301 K St., N. W. Suite 800 East

City: Washington, D.C. State: \_\_\_\_\_ Zip: 20005

6. Total number of applications and registration involved:

[ 4 ]

7. Total Fee (37 CFR 3.41) ..... \$ 115.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

#18-1945

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.

Catherine R. Howell  
Name of Person Signing

Catherine R. Howell  
Signature

7/9/98  
Date

Total number of pages including cover sheet, attachments and document: [ 3 ]

7059148.01

07/13/1998 JMW/TB 1129297 00000249 181945

40.00 CH  
75.00 CH

TRADEMARK  
REEL: 1754 FRAME: 0793

01 FC:441  
02 FC:462

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("Agreement") dated as of April 10, 1998, is by and between WW WORLDWIDE LICENSING CORP., a corporation organized under the laws of the State of New York, with an address at c/o Oram, Gorewitz, Yelon & Bernstein, P.C., 708 Third Avenue, New York, New York 10018 (the "Licensor") and WILLSHE WEAR INTERNATIONAL LLC, a corporation organized under the laws of New York with principal offices at 1412 Broadway, Suite 1402, New York, New York 10018 and its successors and assigns (collectively, the "Licensee"). Capitalized terms used but not defined herein shall have meanings as defined in the Operating License Agreement between Licensor and Licensee dated as of the date hereof (the "Operating Agreement").

### W I T N E S S E T H:

WHEREAS, Licensor is the owner of the trademarks WILLI WEAR and WILLI SMITH more fully described in Exhibits A and B hereto (jointly and/or severally hereinafter referred to as the "Trademarks") with respect to all items of (i) women's, misses', and girls' apparel, and (ii) women's, misses', and girls' shoes, belts, jewelry, scarves, handbags, gloves, fragrances, perfumes, small leather accessories (e.g. wallets, purses) and luggage (the "Licensed Products") throughout the world;

WHEREAS, Licensor has granted Licensee an exclusive license to use the Trademarks throughout the world with respect to the Licensed Products pursuant to a License Agreement dated as of the date hereof (the "License Agreement");

WHEREAS, Licensor and Licensee have entered into the Operating Agreement, which provides, inter alia, for representations and warranties, indemnification obligations and other obligations related to the Trademarks; and

WHEREAS, Licensee has requested and Licensor has agreed to grant a security interest in the Trademarks to Licensee to secure Licensor's obligations under the Operating Agreement and Licensee's rights under the License Agreement;

NOW, THEREFORE, in consideration of the parties' execution of the License Agreement and the Operating Agreement and of the sum of \$800,000 paid by Licensee to Licensor simultaneously with the execution of the License Agreement and the Operating Agreement, the receipt of which sum is hereby acknowledged by Licensor, and to secure all rights of Licensee under the License Agreement (the "Rights") and all obligations of Licensor under the Operating Agreement (the "Obligations"), the parties hereto hereby agree as follows:

1. **Grant of Security Interest.** To secure Licensee's Rights and Licensor's timely performance of the Obligations, Licensor hereby grants to Licensee a security interest in the items referred to below, whether now owned or hereafter created or acquired, and all proceeds thereof (hereinafter collectively referred to as the "Trademark Collateral"):

1.1 All of the right, title and interest of Licensor in and to the Trademarks and all related trademark applications and trademark registrations now in effect or hereafter created or acquired, together with any reissues, extensions or renewals thereof. Such Trademarks, trademark applications and trademark registrations shall include without limitation the existing Trademarks and trademark registrations of Licensor described in Exhibits A and B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and related trademark registration and trademark application.

1.2 Each trademark license of the Trademarks to which Licensor is a party.

1.3 All products and proceeds of the foregoing, including, without limitation, any claim by Licensor against third parties for past, present or future (i) infringement or dilution of any Trademark or related trademark registration, including, without limitation, the trademark registrations in Exhibits A and B hereto, or (ii) injury to the goodwill associated with any Trademark or related trademark registration of Licensor or with any Trademark licensed under any trademark license to which Licensor is a party.

2. **Further Assurances.** Licensor, at no expense to Licensor, shall do, make, execute and deliver all such additional and further acts, things, deeds, assurances, documents and instruments as Licensee may reasonably require more completely to vest in and assure to Licensee its rights hereunder, including, without limitation, executing, delivering and, where appropriate, filing or recording with the U.S. Patent and Trademark Office and/or the trademark offices of one or more foreign countries trademark applications, assignments and/or security interests.

3. **Agreement to Assign Trademark Collateral.** Licensor shall execute and deliver to Licensee on the date of this Agreement, a written Assignment of Interest in Trademarks to Licensee in substantially the form attached hereto as Exhibit C (the "Trademark Assignment"). Glauberman, Kessler & Rotmil, LLP., as Agent, shall hold the Trademark Assignment in escrow, and the Trademark Assignment shall have no legal effect and shall not be binding on Licensor, until the occurrence of any of the following events (each as "Event"): (i) the occurrence of an Event of Default (as such term is defined in the Operating Agreement) which is not cured within any applicable cure period, or (ii) Licensor takes any action purporting or seeking to reject under Section 365 of the Bankruptcy Code or other applicable law or to abandon, release or terminate Licensee's rights under the License Agreement. Upon delivery to Agent of a certificate signed by an officer of Licensee (or its successor or assigns as the case may be) that an Event (as defined above) has occurred, and that any applicable cure period has expired without the Event having been cured, Agent shall give notice to Licensor in

accordance with Section 8.10 of its receipt of such certificate, and following the expiration of five (5) business days after Agent's notice to Licensee in accordance with Section 8.10, Agent shall cause the Trademark Assignment to be filed with the U.S. Patent and Trademark Office and/or with the trademark offices of one or more foreign countries, as directed by Licensee and at Licensee's expense and, upon any such filing, the Trademark Assignment shall take effect as a legal document binding on Licensor. Glauberman, Kessler & Rotmil, LLP., on the request of Licensee (or its successors or assigns as the case may be) or in its discretion without request, following the expiration of thirty (30) days notice to Licensor and to Licensee in accordance with Section 8.10 of its intention to do so, shall deliver the Trademark Assignment to another escrow agent mutually acceptable to Licensor and Licensee, upon the occurrence of which Glauberman, Kessler & Rotmil, LLP. shall be discharged from any further obligations as Agent hereunder, and such other escrow agent shall thereafter serve as Agent hereunder.

3.1 Simultaneously herewith, Licensor and Licensee shall execute licenses back to Licensor from Licensee in the forms attached hereto as Exhibit D (the "Licenses Back"), which Licenses Back shall be held in escrow by the escrow Agent. In the event that Licensee (or its successors or assigns, as the case may be) acquires ownership of the Trademarks by reason of a foreclosure of its security interest in the Trademarks or the recording of the Trademark Assignment, the escrow Agent shall deliver to Licensor (or to Licensor's permitted successors or assigns, as the case may be), the Licenses Back, which Licenses Back shall be only with such recourse against Licensee and with such representations and/or warranties as are explicitly provided therein, and any Qualifying License Agreements (as hereinafter defined) shall become sublicenses under the Licenses Back.

3.2 Licensor, Licensee and Glauberman, Kessler & Rotmil, LLP. have executed simultaneously herewith an Escrow Agreement in the form attached hereto as Exhibit E. In the event of any conflict between the provisions this Agreement and the provisions of the Escrow Agreement, the provisions of the Escrow Agreement shall prevail.

#### 4. Subordination of Security Interest to Trademark Licenses.

4.1 Licensee hereby subordinates its security interest granted hereunder to any Qualifying License Agreement with respect to the Trademarks now or hereafter entered into between Licensor and any Person. Licensee agrees that in the event of a foreclosure of the Trademarks or the recording of the Trademark Assignment by Licensee, any Qualifying License Agreement shall remain in full force and effect and shall not be extinguished by such foreclosure or assignment. As used herein, a "Qualifying License Agreement" shall mean a license agreement which complies with each of the following qualifications:

- (i) unless the the license agreement is for a term which commences after January 31, 2047, the license agreement is not with respect to any Licensed Products;
- and

(ii) the license agreement requires all licensees and sublicensees thereunder to utilize the Trademarks in conjunction only with goods and/or services of a quality similar to the quality of the goods and/or services with respect to which Licensor, the Licensee and their respective licensees and sublicensees have heretofore used the Trademarks necessary and sufficient to preserve the existing image and reputation of the Trademarks; and

(iii) the license agreement is entered into after Licensor's compliance with Section 20 of the Operating Agreement with respect to such license agreement.

(iv) a fully-executed copy of such license agreement has been provided to Licensee by Licensor within ten (10) days of Licensor's receipt of same.

4.2 Notwithstanding any other provision of this Agreement or any of the Transaction Documents, Qualifying License Agreements shall include that certain Trademark License Agreement, dated November 8, 1991, by and between WW Worldwide Licensing Corp., as licensor, and PFP Fashions, Inc., as licensee, with respect to use of the Trademarks for men's wear and men's accessories.

5. Defeasance. Upon the expiration of the Term (as such term is defined in the License Agreement), Licensee shall, at Licensor's expense, release the security interest in the Trademark Collateral granted under this Agreement and execute and deliver such instruments and other documents and take such further actions as may be necessary to carry out such release, including cancellation of this Agreement by written notice, executed on behalf of Licensee, to the U.S. Patent and Trademark Office and/or to the trademark offices of one or more foreign countries and delivery to Licensor of the Trademark Assignment upon request of Licensor.

6. Covenants. Licensor covenants and agrees as follows:

6.1 Licensor shall not abandon, release, terminate or reject any of its rights in or to the Trademarks.

6.2 Until the expiration of the Term of the License Agreement, (i) Licensor shall not enter into any agreement which conflicts with Licensor's obligations under this Agreement or the Operating Agreement, and, (ii) excepting only the Licenses granted in the License Agreement, Licensor shall not grant any license in any of the Trademark Collateral with respect to the Licensed Products unless any such license is for a term which commences after January 31, 2047.

6.3 Until the expiration of the Term of the License Agreement, Licensor shall not assign, sell or otherwise transfer its interest in any of the Trademarks unless the requirements set forth in Sections 20 and 24(b) of the Operating Agreement have been fully complied with.

6.4 If Licensor shall obtain rights to any new trademark applications or trademark registrations related to the Trademarks, or become entitled to the benefit of any reissues, extensions or renewals of any Trademark, the provisions of Section 1 shall automatically apply thereto and at least once each calendar quarter Licensor shall give to Licensee written notice thereof, shall execute an amendment to Exhibits A and B hereto and to Exhibits A and B to the Trademark Assignment including such trademark applications and trademark registrations and shall take any other action reasonably necessary to record Licensee's interest in such trademark applications and trademark registrations.

6.5 Continuous Perfection. Licensor's chief executive office and all locations at which Licensor conducts business are listed on Exhibit F attached hereto. Licensor will not (i) change its chief executive office or places of business or conduct business at a location other than at the locations set forth on Exhibit F, or (ii) change its name or corporate structure without in either case providing at least 30 days prior written notice to Licensee.

7. Representations and Warranties of Title. Licensor represents and warrants that:

7.1 Due Organization; Authorization. Licensor is a corporation duly organized, validly existing and in good standing under the laws of the State of New York and has full corporate power and authority, to enter into and perform this Agreement and to consummate the transactions contemplated hereby. The execution and delivery by Licensor of this Agreement and the consummation by Licensor of the transactions contemplated hereby has been duly authorized by all necessary corporate action on the part of Licensor. This Agreement has been duly executed and delivered by Licensor and constitutes the legal, valid and binding obligations of Licensor enforceable against Licensor in accordance with its terms.

7.2 No Conflicts; Approvals. Neither the execution, delivery and performance of this Agreement by Licensor nor the consummation of the transactions contemplated hereby and thereby will (i) conflict with or result in a breach of any provision of the Certificate of Incorporation or By-laws of Licensor, (ii) result in any conflict with, breach of, or default (or give rise to any right to termination, cancellation or acceleration or loss of any right or benefit) under or require any consent or approval which has not been obtained with respect to any of the terms, conditions or provisions of any indenture, lease, agreement, permit, license, judgment or other instrument to which Licensor is a party or by which Licensor or any of its properties or assets may be bound, (iii) violate any order, law, rule or regulation applicable to Licensor or by which Licensor or any of its properties or assets is bound or (iv) result in the creation of any pledge, lien, security interest, mortgage, charge or other encumbrance of any kind upon any of the assets or properties of Licensor except as otherwise provided by the Transaction Documents. No action, consent or approval by, or filing by Licensor with, any federal, state, municipal, foreign or other court or governmental body or agency, or any other regulatory body, or any other Person is required in connection with the execution, delivery or performance by Licensor of this Agreement or the consummation of transactions contemplated

hereby or thereby, except for filings with U.S. and foreign Trademark Offices and any filing, consent or approval that has been made or obtained.

7.3 Incorporation By Reference. The representations and warranties of Licensor set forth in the Operating Agreement are hereby incorporated by reference as if fully set forth herein.

The foregoing representations and warranties shall survive until January 31, 2047.

8. General.

8.1 No course of dealing between Licensor and Licensee, nor any failure to exercise, nor any delay in exercising on the part of Licensee, any right, power or privilege hereunder or under the Operating Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any right, power or privilege.

8.2 All of Licensee's rights and remedies with respect to the Trademark Collateral, whether established hereby or under the License Agreement, Operating Agreement or any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

8.3 If any clause or provision of this Agreement shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

8.4 This Agreement is subject to modification only by a writing signed by the parties, except as otherwise provided in Section 6.4 hereof.

8.5 Licensee may, without the necessity of obtaining any consent of Licensor, sublicense, assign, sell or otherwise transfer the rights herein granted or its interest in this Agreement. Licensor may not assign, sell or transfer any of its obligations hereunder except to an assignee of the Trademarks and provided the said assignee has complied fully with the requirements of Section 24(b) of the Operating Agreement. The benefits and obligations of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

8.6 This Agreement shall be deemed to have been made in, and shall be governed by and construed in accordance with, the laws of the State of New York applicable to contracts made and to be performed in New York, without regard to principles of conflicts of law.

8.7 The parties hereby irrevocably submit to the jurisdiction of the United States District Court for the Southern District of New York or the Courts of the State of New York in New York County with respect to any action or proceeding with respect to this Agreement. Each of the parties to this Agreement irrevocably and unconditionally hereby waives any objection that it may now or hereafter have to the venue of any proceedings in any of the courts described above; and further irrevocably and unconditionally waives any claim that any such proceeding brought in any such court has been brought in an inconvenient form. This provision shall not limit the right of any party to bring any legal action or proceeding to obtain execution of judgment in any appropriate jurisdiction.

8.8 This Agreement may be executed in any number of counterparts, which together shall constitute one instrument.

8.9 This Agreement and each of the other Transaction Documents are independent agreements, each of which sets forth the entire understanding between the parties with respect to the subject of such agreement, all prior correspondence, conversations or memoranda being merged in such agreement and replaced by such agreement and being without effect upon execution of such agreement, and no change, alteration or modification of any of the Transaction Documents may be made, except in writing, signed by both parties to such agreement.

8.10 All waivers, elections, notices, demands, consents or other communications which either party may be required or desire to give under this Agreement ("Notices") shall be in writing and shall be deemed to have been duly given (i) three days after deposit in the United States mail by certified mail, return receipt requested, postage prepaid, or (ii) one day after deposit with a reputable overnight delivery service, in either case to the party to whom the same is so given or made, at the address of such party as set forth in the preamble hereto or at such other address as may from time to time be specified by Notice hereunder.

8.11 No Liability by Agent. Each of Licensor and Licensee agree that Glauberman, Kessler & Rotmil, LLP. is serving at the request of and for the convenience of the parties hereto. To induce Glauberman, Kessler & Rotmil, LLP. to serve as agent, each of Licensor and Licensee agree that Glauberman, Kessler & Rotmil, LLP., its partners, employees, successors and assigns, shall have no liability, other than for gross negligence or willful misconduct, to either of Licensor or Licensee as a consequence of any action or inaction hereunder, including without limitation the filing or non-filing of the Assignment of Trademarks with any office or the giving or failure to provide any notice required hereunder, and that each and every claim, right, cause of action or liability which either Licensor or Licensee now has or hereafter may have against Glauberman, Kessler & Rotmil, LLP., its partners, employees, successors and assigns in any manner arising out of or relating to its actions or inactions as Agent hereunder or this Agreement, other than for actual damage caused by its gross negligence or willful misconduct, is hereby released and forever discharged.



IN WITNESS WHEREOF, intending to be legally bound, Licensor and Licensee have caused this Agreement to be duly executed as of the date first above written.

Licensor's Seal:

WW WORLDWIDE LICENSING CORP.

By: 

Name: Robert Pressman  
Title: Managing Director

Licensee's Seal:

WILLSHE WEAR INTERNATIONAL LLC

By: 

Name: Gerald Fishman  
Title: President member

Accepted:

Glauberman, Kessler & Rotmil, LLP,  
as Agent

By: 

Robert L. Rotmil  
A Member of the Firm

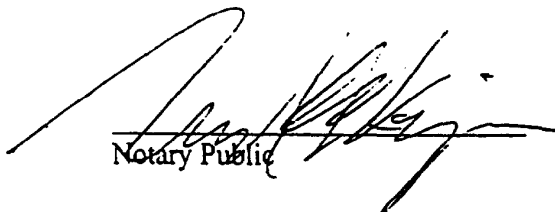
[Trademark Security Agreement]

CORPORATE ACKNOWLEDGMENTS

STATE OF NEW YORK )  
COUNTY OF NEW YORK)ss:

On the day 10<sup>th</sup> of April 1998 before me personally appeared Robert L. Pressman to me known, who, being by me duly sworn, did depose and say that he is a director and officer of WW Worldwide Licensing Corp., the corporation described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

NICHOLAS F. KAJON  
Notary Public State of New York  
No. 31-4877120  
Qualified in New York County  
Commission Expires 10/27/97

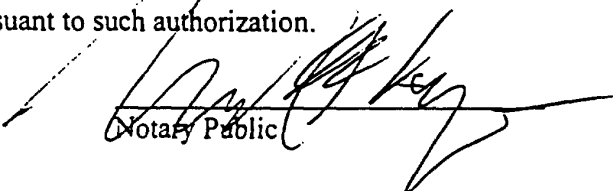
  
Notary Public

STATE OF NEW YORK )  
COUNTY OF NEW YORK)ss:

On the day 10<sup>th</sup> of April 1998 before me personally appeared Jerold Fishman to me known, who, being by me duly sworn, did depose and say that he maintains an office for the transaction of business at 1412 Broadway, New York, New York 10018, that he is a member of Willshe Wear International LLC, the limited liability company described in and which executed the above instrument, that he was duly authorized to execute the above instrument on behalf of said company, and that he signed his name thereto pursuant to such authorization.

On the day \_\_\_\_ of April 1998 before me personally appeared Jerold Fishman to me known, who, being by me duly sworn, did depose and say that he maintains an office for the transaction of business at 1412 Broadway, New York, New York 10018, that he is a member of Willshe Wear International LLC, the limited liability company described in and which executed the above instrument, that he was duly authorized to execute the above instrument on behalf of said company, and that he signed his name thereto pursuant to such authorization.

NICHOLAS F. KAJON  
Notary Public State of New York  
No. 31-4877120  
Qualified in New York County  
Commission Expires 10/27/97

  
Notary Public

**EXHIBIT A**

**TRADEMARKS**

The Trademarks means the following trademarks, trademarks applications and trademark registrations of Licensor now in effect or hereafter created or acquired: the marks WILLI WEAR and WILLI SMITH and (i) all stylized versions of such marks, (ii) all versions of such marks which include design elements (such as logo versions of the marks), and (iii) all design marks used in conjunction with such marks. The Trademarks shall include, but not be limited to, the following registrations and the registrations on Exhibit B:

MARK	DESCRIPTION OF GOODS	APPL'N. NO.	APPL'N. DATE	REG. NO.	REG. DATE	ISSUING AUTHORITY
WILLI WEAR (WORDS ONLY)	Women's sportswear -- namely, slacks, pants, shorts, skirts, shirts, blouses, jackets, vests, coats, suits, swimsuits	73/157,538	2/3/78	1,129,297	1/15/80	United States
WILLI WEAR (WORDS ONLY)	Men's and women's shoes; men's sportswear -- namely, sport jackets, slacks, pants, shorts, shirts, jackets, vests, coats and swimsuits.	73/391,063	9/28/82	1,282,566	6/19/84	United States

WILLI-WEAR (WORDS AND DESIGN)	Shoes, belts, scarves, gloves, sport jackets, slacks, pants, shorts, shirts, jackets, vests, coats, swimsuits, blouses, suit vests, hats, jeans, socks, stockings, pantyhose, sweaters, brassieres, panties, boxer shorts, underwear, ties, pajamas, robes and skirts.	74/716,005	8/11/95	1,995,384	8/20/96	United States
WILLI WEAR (WORDS ONLY)	Clothing.	02/015,038		25,988	6/27/85	Puerto Rico
WILLI SMITH (WORDS ONLY)	Jewelry, handbags and luggage, shoes, belts, scarves, gloves, sport jackets, slacks, pants, shorts, shirts, jackets, vests, coats, swimsuits, blouses, suits, vests, hats, jeans, socks, stockings, pantyhose, sweaters, brassieres, panties, boxer shorts, underwear, ties, pajamas, robes and skirts.	74/588,265	10/7/94	1,989,532	7/30/96	United States
WILLI SMITH (WORDS ONLY)	Clothing.	02/015,037		25,987	6/27/85	Puerto Rico

**EXHIBIT B****FOREIGN TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Owner of Record</b>	<b>Registration No.</b>	<b>Date of Registration</b>
WILLI SMITH	Benelux	WW WORLDWIDE LICENSING CORP.	400120	12/06/1984
WILLI SMITH	Canada	WW WORLDWIDE LICENSING CORP.	TMA337387	02/26/1988
WILLI SMITH	China (Taiwan)	WW WORLDWIDE LICENSING CORP.	245445	05/16/1984
WILLI SMITH	China (Taiwan)	WW WORLDWIDE LICENSING CORP.	245494	05/16/1984
WILLI SMITH	France	WW WORLDWIDE LICENSING CORP.	1297134	05/22/1984
WILLI SMITH	France	WW WORLDWIDE LICENSING CORP.	1271879	09/20/1989
WILLI SMITH	Italy	WW WORLDWIDE LICENSING CORP.	430053	05/26/1986
WILLI SMITH	Japan	WW WORLDWIDE LICENSING CORP.	1805254	07/28/1983
WILLI SMITH	Japan	WW WORLDWIDE LICENSING CORP.	1544427	10/27/1982
WILLI SMITH	Japan	WW WORLDWIDE LICENSING CORP.	1922561	12/24/1986
WILLI SMITH	Puerto Rico	WW WORLDWIDE LICENSING CORP.	25987	06/27/1985
WILLI SMITH	West German	WW WORLDWIDE LICENSING CORP.	1130764	11/18/1988
WILLI SMITH LOGO	Japan	WW WORLDWIDE LICENSING CORP.	1608439	08/30/1983
WILLI SMITH LOGO	Japan	WW WORLDWIDE LICENSING CORP.	1565940	02/25/1983
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	1065843	11/07/1983

Trademark	Country	Owner of Record	Registration No.	Date of Registration
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408041	08/20/1987
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408040	08/20/1987
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408039	08/20/1987
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408038	08/20/1987
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408037	08/20/1987
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408036	08/20/1987
WILLI WEAR	Benelux	WW WORLDWIDE LICENSING CORP.	400119	12/06/1984
WILLI WEAR	Canada	WW WORLDWIDE LICENSING CORP.	315852	07/04/1986
WILLI WEAR	China (Taiwan)	WW WORLDWIDE LICENSING CORP.	245493	05/16/1984
WILLI WEAR	France	WW WORLDWIDE LICENSING CORP.	1297135	05/22/1984
WILLI WEAR	France	WW WORLDWIDE LICENSING CORP.	1271880	05/09/1984
WILLI WEAR	Ireland	WW WORLDWIDE LICENSING CORP.	A113475	03/26/1986
WILLI WEAR	Italy	WW WORLDWIDE LICENSING CORP.	430052	05/26/1986
WILLI WEAR	Italy	WW WORLDWIDE LICENSING CORP.	440912	08/11/1986
WILLI WEAR	Japan	WW WORLDWIDE LICENSING CORP.	1544426	10/27/1982
WILLI WEAR	Japan	WW WORLDWIDE LICENSING CORP.	1883080	08/28/1986
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	B152521	07/07/1988
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	B152522	04/18/1988

Trademark	Country	Owner of Record	Registration No.	Date of Registration
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	B152523	04/18/1988
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	B152524	04/18/1988
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	B152525	04/18/1988
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	A152526	03/08/1989
WILLI WEAR	Puerto Rico	WW WORLDWIDE LICENSING CORP.	25988	06/27/1985
WILLI WEAR	Singapore	WW WORLDWIDE LICENSING CORP.	2468/84	05/11/1984
WILLI WEAR	United Kindom	WW WORLDWIDE LICENSING CORP.	A1147194	01/16/1988
WILLI WEAR	West German	WW WORLDWIDE LICENSING CORP.	1076209	04/22/1985
WILLI WEAR DESIGN	Italy	WW WORLDWIDE LICENSING CORP.	472468	03/23/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A408035	08/20/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A408034	08/20/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A408033	08/20/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A508032	08/20/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A408031	08/20/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A408030	08/20/1987
WILLI WEAR LOGO III	France	WW WORLDWIDE LICENSING CORP.	1271881	05/09/1984
WILLI WEAR LOGO III	Ireland	WW WORLDWIDE LICENSING CORP.	A113476	03/26/1986
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152527	09/07/1988

Trademark	Country	Owner of Record	Registration No.	Date of Registration
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152528	09/09/1988
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152529	09/09/1988
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152530	09/08/1988
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152531	09/08/1988
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152532	07/07/1988
WILLI WEAR/ WILLI SMITH LOGO	Canada	WW WORLDWIDE LICENSING CORP.	TMA374337	10/19/1990
WILLI WEAR/ WILLI SMITH LOGO	India	WW WORLDWIDE LICENSING CORP.	443445	09/24/1985
WILLI WEAR/ WILLI SMITH LOGO	Japan	WW WORLDWIDE LICENSING CORP.	1966428	07/23/1987
WILLI WEAR/ WILLI SMITH LOGO	Japan	WW WORLDWIDE LICENSING CORP.	1988066	09/21/1987



ASSIGNMENT OF INTEREST IN TRADEMARKS

This Assignment of Interest in Trademarks (the "Trademark Assignment") dated as of April \_\_, 1998, is by and between WW WORLDWIDE LICENSING CORP., a corporation organized under the laws of the State of New York, with an address at c/o Oram, Gorewitz, Yelon & Bernstein, P.C., 708 Third Avenue, New York, New York 10018 (the "Licensor") and WILLSHE WEAR INTERNATIONAL LLC, a corporation organized under the laws of New York with principal offices at 1412 Broadway, Suite 1402, New York, New York 10018 and its successors and assigns (collectively, the "Licensee"). This Trademark Assignment is made pursuant to that certain Trademark Security Agreement dated of even date herewith between Licensor and Licensee (the "Trademark Security Agreement"). Terms defined in the Trademark Security Agreement and not otherwise defined herein are used herein with the meanings so defined.

BACKGROUND

Section 3 of the Trademark Security Agreement provides that Licensor shall execute a written assignment of the items listed in Exhibits A and B thereto, as amended (collectively, the "Trademark Collateral"), attached hereto as Exhibits A and B, and that Licensee may file such Trademark Assignment upon the occurrence and during the continuance of an Event of Default.

ASSIGNMENT

9. Assignment. As a result of the occurrence and continuance of an Event of Default, Licensor hereby assigns to Licensee and its successors and assigns, the items referred to below (collectively, the "Assigned Material").

9.1 All of the right, title and interest of Licensor in and to the Trademarks and all related trademark applications and trademark registrations now in effect or hereafter created or acquired, together with any reissues, extensions or renewals thereof. Such Trademarks, trademark applications and trademark registrations shall include without limitation the existing Trademarks and trademark registrations of Licensor described in Exhibits A and B hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark and related trademark registration and trademark application.

9.2 Each trademark license of the Trademarks to which Licensor is a party.

9.3 All products and proceeds of the foregoing, including, without limitation, any claim by Licensor against third parties for past, present or future (a) infringement or dilution of any Trademark or related trademark registration, including, without limitation, the trademark

registrations in Exhibits A and B hereto, or (b) injury to the goodwill associated with any Trademark or related trademark registration of Licensor or with any Trademark licensed under any trademark license to which Licensor is a party.

10. Further Assurances. Licensor shall execute, or use its best efforts at no expense to Licensor to have executed, any further documents as may be reasonably requested by Licensee in order to fully effectuate this Trademark Assignment.

[THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK]

**IN WITNESS WHEREOF**, intending to be legally bound, Licensor and Licensee have caused this Agreement to be duly executed as of the date first above written.

Licensor's Seal:

**WW WORLDWIDE LICENSING CORP.**

By: \_\_\_\_\_

Name: Robert Pressman  
Title: Managing Director

Licensee's Seal:

**WILLSHE WEAR INTERNATIONAL LLC-**

By: \_\_\_\_\_

Name: Jerold Fishman  
Title: President

[Trademark Assignment]

TRADEMARK  
REEL: 1754 FRAME: 0811

CORPORATE ACKNOWLEDGMENTS

STATE OF NEW YORK )  
COUNTY OF NEW YORK)ss:

On the day \_\_\_\_ of April 1998 before me personally appeared Robert L. Pressman to me known, who, being by me duly sworn, did depose and say that he is a director and officer of WW Worldwide Licensing Corp., the corporation described in and which executed the above instrument, that he knows the seal of said corporation, that the seal affixed to said instrument is such corporate seal, that it was so affixed by authority of the board of directors of said corporation, and that he signed his name thereto by like authority.

\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
COUNTY OF NEW YORK)ss:

On the day \_\_\_\_ of April 1998 before me personally appeared Jerold Fishman to me known, who, being by me duly sworn, did depose and say that he maintains an office for the transaction of business at 1412 Broadway, New York, New York 10018, that he is a member of Willshe Wear International LLC, the limited liability company described in and which executed the above instrument, that he was duly authorized to execute the above instrument on behalf of said company, and that he signed his name thereto pursuant to such authorization.

\_\_\_\_\_  
Notary Public

[Trademark Assignment]

**EXHIBIT A****TRADEMARKS**

The Trademarks means the following trademarks, trademarks applications and trademark registrations of Licensor now in effect or hereafter created or acquired: the marks WILLI WEAR and WILLI SMITH and (i) all stylized versions of such marks, (ii) all versions of such marks which include design elements (such as logo versions of the marks), and (iii) all design marks used in conjunction with such marks. The Trademarks shall include, but not be limited to, the following registrations and the registrations on Exhibit B:

MARK	DESCRIPTION OF GOODS	APPL'N. NO.	APPL'N. DATE	REG. NO.	REG. DATE	ISSUING AUTHORITY
WILLI WEAR (WORDS ONLY)	Women's sportswear -- namely, slacks, pants, shorts, skirts, shirts, blouses, jackets, vests, coats, suits, swimsuits	73/157,538	2/3/78	1,129,297	1/15/80	United States
WILLI WEAR (WORDS ONLY)	Men's and women's shoes; men's sportswear -- namely, sport jackets, slacks, pants, shorts, shirts, jackets, vests, coats and swimsuits.	73/391,063	9/28/82	1,282,566	6/19/84	United States
WILLI-WEAR (WORDS AND DESIGN)	Shoes, belts, scarves, gloves, sport jackets, slacks, pants, shorts, shirts, jackets, vests, coats, swimsuits, blouses, suit vests, hats, jeans, socks, stockings, pantyhose, sweaters, brassieres, panties, boxer shorts, underwear, ties, pajamas, robes and skirts.	74/716,005	8/11/95	1,995,384	8/20/96	United States

WILLI WEAR (WORDS ONLY)	Clothing.	02/015,038		25,988	6/27/85	Puerto Rico
WILLI SMITH (WORDS ONLY)	Jewelry, handbags and luggage, shoes, belts, scarves, gloves, sport jackets, slacks, pants, shorts, shirts, jackets, vests, coats, swimsuits, blouses, suits, vests, hats, jeans, socks, stockings, pantyhose, sweaters, brassieres, panties, boxer shorts, underwear, ties, pajamas, robes and skirts.	74/588,265	10/7/94	1,989,532	7/30/96	United States
WILLI SMITH (WORDS ONLY)	Clothing.	02/015,037		25,987	6/27/85	Puerto Rico

**EXHIBIT B****FOREIGN TRADEMARK REGISTRATIONS**

<b>Trademark</b>	<b>Country</b>	<b>Owner of Record</b>	<b>Registration No.</b>	<b>Date of Registration</b>
WILLI SMITH	Benelux	WW WORLDWIDE LICENSING CORP.	400120	12/06/1984
WILLI SMITH	Canada	WW WORLDWIDE LICENSING CORP.	TMA337387	02/26/1988
WILLI SMITH	China (Taiwan)	WW WORLDWIDE LICENSING CORP.	245445	05/16/1984
WILLI SMITH	China (Taiwan)	WW WORLDWIDE LICENSING CORP.	245494	05/16/1984
WILLI SMITH	France	WW WORLDWIDE LICENSING CORP.	1297134	05/22/1984
WILLI SMITH	France	WW WORLDWIDE LICENSING CORP.	1271879	09/20/1989
WILLI SMITH	Italy	WW WORLDWIDE LICENSING CORP.	430053	05/26/1986
WILLI SMITH	Japan	WW WORLDWIDE LICENSING CORP.	1805254	07/28/1983
WILLI SMITH	Japan	WW WORLDWIDE LICENSING CORP.	1544427	10/27/1982
WILLI SMITH	Japan	WW WORLDWIDE LICENSING CORP.	1922561	12/24/1986
WILLI SMITH	Puerto Rico	WW WORLDWIDE LICENSING CORP.	25987	06/27/1985
WILLI SMITH	West German	WW WORLDWIDE LICENSING CORP.	1130764	11/18/1988
WILLI SMITH LOGO	Japan	WW WORLDWIDE LICENSING CORP.	1608439	08/30/1983
WILLI SMITH LOGO	Japan	WW WORLDWIDE LICENSING CORP.	1565940	02/25/1983
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	1065843	11/07/1983

Trademark	Country	Owner of Record	Registration No.	Date of Registration
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408041	08/20/1987
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408040	08/20/1987
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408039	08/20/1987
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408038	08/20/1987
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408037	08/20/1987
WILLI WEAR	Argentina	WW WORLDWIDE LICENSING CORP.	A408036	08/20/1987
WILLI WEAR	Benelux	WW WORLDWIDE LICENSING CORP.	400119	12/06/1984
WILLI WEAR	Canada	WW WORLDWIDE LICENSING CORP.	315852	07/04/1986
WILLI WEAR	China (Taiwan)	WW WORLDWIDE LICENSING CORP.	245493	05/16/1984
WILLI WEAR	France	WW WORLDWIDE LICENSING CORP.	1297135	05/22/1984
WILLI WEAR	France	WW WORLDWIDE LICENSING CORP.	1271880	05/09/1984
WILLI WEAR	Ireland	WW WORLDWIDE LICENSING CORP.	A113475	03/26/1986
WILLI WEAR	Italy	WW WORLDWIDE LICENSING CORP.	430052	05/26/1986
WILLI WEAR	Italy	WW WORLDWIDE LICENSING CORP.	440912	08/11/1986
WILLI WEAR	Japan	WW WORLDWIDE LICENSING CORP.	1544426	10/27/1982
WILLI WEAR	Japan	WW WORLDWIDE LICENSING CORP.	1883080	08/28/1986
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	B152521	07/07/1988
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	B152522	04/18/1988



Trademark	Country	Owner of Record	Registration No.	Date of Registration
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	B152523	04/18/1988
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	B152524	04/18/1988
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	B152525	04/18/1988
WILLI WEAR	New Zealand	WW WORLDWIDE LICENSING CORP.	A152526	03/08/1989
WILLI WEAR	Puerto Rico	WW WORLDWIDE LICENSING CORP.	25988	06/27/1985
WILLI WEAR	Singapore	WW WORLDWIDE LICENSING CORP.	2468/84	05/11/1984
WILLI WEAR	United Kindom	WW WORLDWIDE LICENSING CORP.	A1147194	01/16/1988
WILLI WEAR	West German	WW WORLDWIDE LICENSING CORP.	1076209	04/22/1985
WILLI WEAR DESIGN	Italy	WW WORLDWIDE LICENSING CORP.	472468	03/23/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A408035	08/20/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A408034	08/20/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A408033	08/20/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A508032	08/20/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A408031	08/20/1987
WILLI WEAR LOGO III	Australia	WW WORLDWIDE LICENSING CORP.	A408030	08/20/1987
WILLI WEAR LOGO III	France	WW WORLDWIDE LICENSING CORP.	1271881	05/09/1984
WILLI WEAR LOGO III	Ireland	WW WORLDWIDE LICENSING CORP.	A113476	03/26/1986
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152527	09/07/1988

Trademark	Country	Owner of Record	Registration No.	Date of Registration
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152528	09/09/1988
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152529	09/09/1988
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152530	09/08/1988
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152531	09/08/1988
WILLI WEAR LOGO III	New Zealand	WW WORLDWIDE LICENSING CORP.	B152532	07/07/1988
WILLI WEAR/ WILLI SMITH LOGO	Canada	WW WORLDWIDE LICENSING CORP.	TMA374337	10/19/1990
WILLI WEAR/ WILLI SMITH LOGO	India	WW WORLDWIDE LICENSING CORP.	443445	09/24/1985
WILLI WEAR/ WILLI SMITH LOGO	Japan	WW WORLDWIDE LICENSING CORP.	1966428	07/23/1987
WILLI WEAR/ WILLI SMITH LOGO	Japan	WW WORLDWIDE LICENSING CORP.	1988066	09/21/1987

**EXHIBIT D**

**LICENSES BACK TO WORLDWIDE**

1201263.06

-11-

TRADEMARK  
REEL: 1754 FRAME: 0819

**ESCROW AGREEMENT**

Escrow Agreement made this \_\_\_ day of April, 1998 by and among WW WORLDWIDE LICENSING CORP., ("Worldwide"), WILLSHE WEAR INTERNATIONAL LLC ("Willshe"), and Glauberman Kessler & Rotmil, LLP, ("Escrow Agent").

**RECITALS**

A. Worldwide and Willshe have entered into a Trademark Security Agreement dated as of the date hereof (the "TSA") and an Assignment of Interest in Trademarks agreement dated as of the date hereof (the "Assignment").

**WITNESSETH**

NOW, THEREFORE, it is agreed The Escrow Agent shall hold the Assignment and the Licensebacks (as defined in paragraph 4.2 of the TSA), subject to and in accordance with the following terms and conditions:

1. Upon the occurrence of an Event of Default as such term is defined in paragraph 3 of the TSA which is not cured within the applicable cure period, or Worldwide or its successor or assigns ("Licensor") takes any action referred to in paragraph 3(ii) of the TSA, and after complying with the notice provisions contained in section 8.10 of the TSA and following the expiration of five business days notice, Escrow Agent shall cause the filing of the Assignment with the U.S. Patent and Trademark Office or its successor, and shall release and deliver the Licensebacks to Licensor.
2. If any dispute shall arise with respect to the disposition of the Assignment or the Licensebacks, the Escrow Agent shall not be required (a) to commence any affirmative action against either Worldwide, Licensor or Willshe or (b) to defend any action relating to the Assignment or Licensebacks, and (c) Escrow Agent may, in its discretion, commence an action in the nature of an interpleader and seek to deposit the Assignment and the Licensebacks in the United States District Court of the Southern District of New York or the Supreme Court of the State of New York, New York County, which the parties agree are Courts of competent jurisdiction.
3.
  - a. The duties of the Escrow Agent are limited to those expressly provided for herein. No implied duties or obligations shall be read into this Agreement.

- b. The Escrow Agent shall have the right to act in reliance upon any notice, document, instrument or signature believed by it to be genuine and shall have no obligation to verify the accuracy or correctness thereof.
- c. The Escrow Agent shall not be liable for any action taken or omitted hereunder except in the case of its willful misconduct or gross negligence, and each party hereby releases the Escrow Agent, its partners, employees, successors and assigns from liability for all present and future acts or acts of omission, excepting only for actual damages caused by Escrow Agent's willful misconduct or gross negligence.
- d. Each party, jointly and severally, hereby agrees to indemnify and hold Escrow Agent harmless from and against all expenses, claims, demands, costs, suits, judgments and liability, of whatever nature (including attorney fees) incurred by Escrow Agent in connection with the performance of its duties hereunder. However, nothing herein shall enable a party who institutes a meritless action against an Escrow Agent the right to seek contribution from the other. Each of the parties understands that Escrow Agent has represented Willshe in connection with the License Agreement, Operating Agreement (as defined in the TSA) and TSA. Each of the parties agrees that Escrow Agent may continue to serve as the attorney for Willshe in connection with any dispute or litigation which may arise in connection with said agreements or any other Transaction Documents or any related matter, and, at the same time, continue to serve as Escrow Agent hereunder.
- e. The Escrow Agent shall not be bound by any modification, termination or rescission of this Agreement unless it shall have received notice thereof signed by all parties hereto. In no event, however, shall any modification of this Agreement affecting the rights or duties of the Escrow Agents be binding on the Escrow Agent unless the Escrow Agent consent thereto in writing.
- f. Escrow Agent may at any time resign by giving written notice of resignation to the other parties hereto at their addresses set forth below, at least thirty (30) days prior to the date specified for such resignation to take effect. In such event, another escrow agent mutually acceptable to Licensor and Licensee shall act as successor Escrow Agent, and shall sign a counterpart of this Agreement accepting its terms.
- g. The Escrow Agent shall be entitled to reasonable compensation for the performance of its services. The Escrow Agent's regular hourly rates shall be presumptively reasonable. Such fees shall be paid by both parties as an expense of administration.

- 4.
- a. This Agreement shall be binding upon and shall inure to the benefit of the parties and their respective heirs, legal representatives, successors and assigns.
  - b. This Agreement contains the entire understanding between the parties with respect to the pledge hereunder, and cannot be modified, changed, discharged or terminated except by an instrument in writing, signed by the party against whom enforcement of any modification, change, discharge or termination is sought.
  - c. A waiver of breach of any term or condition of this Agreement shall not be deemed to constitute a waiver of any other breach of the same or any other condition.
  - d. This Agreement will be construed and governed in accordance with the laws of the State of New York.
  - e. All notices, demands and other communications shall be given in writing and, unless otherwise specifically provided herein, delivered by hand, or mailed by registered or certified mail to the respective address of the parties set forth next to their names below, or to such other address as any party may designate in writing to the other parties hereto, and shall be effective upon receipt:

If sent to Worldwide: WW Worldwide Licensing Corp.  
% Oram, Gorewitz, Yelon & Bernstein, P.C.  
708 Third Avenue  
New York, New York 10018  
Attn: Cole H. Oram, C.P.A.

with a copy to: Salomon Green & Ostrow, P.C.  
919 Third Avenue  
New York, New York 10022  
Attn: Alec P. Ostrow, Esq.

If sent to Willshe: Willshe Wear International LLC  
1412 Broadway, Suite 1402  
New York, New York 10018  
Attn: Jerold Fishman

with a copy to:

Glauberman Kessler & Rotmil, LLP  
1430 Broadway, Suite 1603  
New York, New York 10018  
Attn: Robert L. Rotmil, Esq.

If sent to the Escrow Agent:

Glauberman Kessler & Rotmil, LLP  
1430 Broadway, Suite 1603  
New York, New York 10018  
Attn: Robert L. Rotmil, Esq.

IN WITNESS WHEREOF, the parties hereto have signed their names hereto the day and year first above written.

WW WORLDWIDE LICENSING CORP.

By: \_\_\_\_\_  
Name: Robert Pressman  
Title: Managing Director

WILLSHE WEAR INTERNATIONAL LLC

By: \_\_\_\_\_  
Name: Jerold Fishman  
Title: President

GLAUBERMAN KESSLER & ROTMIL, LLP  
as Escrow Agent

By: \_\_\_\_\_  
Name: Robert L. Rotmil  
Title: A Member of the Firm

**EXHIBIT F**

**WORLDWIDE'S BUSINESS ADDRESSES**

1. c/o Oram, Gorewitz, Yelon & Bernstein, P.C.  
708 Third Avenue  
New York, New York 10018
  
2. 106 7th Avenue  
New York, New York 10011



GLOBAL AMENDMENT AGREEMENT

This Global Amendment Agreement amends the various agreements dated April 10 1998 between WW Worldwide Licensing Corp. and Willshe Wear International LLC. It is hereby agreed that all references in the above referred to agreements to Willshe Wear International LLC as a "corporation" shall be deemed to be references to Willshe Wear International LLC as a "limited liability company".

IN WITNESS WHEREOF, the parties have executed this document this day of June, 1998.

WW WORLDWIDE LICENSING CORP. WILLSHE WEAR INTERNATIONAL LLC

By: \_\_\_\_\_  
Robert Pressman, Managing Dir.

By: \_\_\_\_\_  
Jerold Fishman, Member