

11-20-1998

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v. 6-93  
B No. 0851-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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

1. Name of conveying party(ies):  
Mackintosh of New England, Co.  
1373 Broad Street, 3rd Floor  
Clifton, New Jersey 07013

Individual(s)       Association  
 General Partnership       Limited Partnership  
 Corporation-State (Delaware)  
 Other \_\_\_\_\_

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

3. Nature of conveyance:  
 Assignment       Merger  
 Security Agreement       Change of Name  
 Other Correction: Security Interest  
previously recorded at reel/frame:  
174170207  
 Execution Date: as of March 25, 1998

2. Name and address of receiving party(ies)  
 Name: The Chase Manhattan Bank, as Agent  
 Internal Address: \_\_\_\_\_  
 Street Address: 111 West 40th Street  
 City: New York State: NY ZIP: 10018

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other New York Banking Corporation

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: Zalkin, Rodin & Goodman LLP  
 Internal Address: Peter Montoni  
 Street Address: 750 Third Avenue  
 City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41).....\$ 390.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: Fee ok  
 (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.*

PETER MONTONI  
 Name of Person Signing

Signature

September 16, 1998  
 Date

Total number of pages including cover sheet, attachments, and document: 7

**SCHEDULE A TO RECORDATION FORM**

| <b>Mark</b>                             | <b>Registration Date</b> | <b>Registration No./<br/>Application No.</b> |
|---|--------------------------|--|
| Andy Johns                              | 10/24/89                 | 1,562,284                                    |
| Andy Johns                              | 3/8/77                   | 1,060,825                                    |
| Kaos                                    | 6/15/82                  | 1,197,990                                    |
| Kaos                                    | 5/14/86                  | 1,419,300                                    |
| Kaotic                                  | 1/13/98                  | 2,128,671                                    |
| The Kids Andy Johns<br>(Stylized)       | 3/11/97                  | 2,045,161                                    |
| All Outdoors                            | 9/13/77                  | 1,073,221                                    |
| Vestcoat & Design                       | 7/14/87                  | 1,447,591                                    |
| Chas. Mackintosh & Co. Ltd.<br>& Design | 5/26/42                  | 395,402                                      |
| The Kids Andy Johns<br>(Stylized)       | 4/4/95                   | 74/656,057                                   |
| AJ Sport                                | 5/22/97                  | 75/296,362                                   |
| Judy Simon                              | 12/18/97                 | 75/408,011                                   |
| Mackintosh New England                  | 10/16/92                 | 74/322,876                                   |
| Mackintosh New England                  | 10/16/92                 | 74/322,866                                   |
| Mackintoshsport                         | 1/29/97                  | 75/232,744                                   |

EXHIBIT I  
TO SECURITY AGREEMENT

ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

WHEREAS, MACKINTOSH OF NEW ENGLAND, CO., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated under the continued extension of credit to the Borrowers pursuant to the Second Amended and Restated Credit Agreement and Guaranty dated as of March 1, 1997 (as amended, supplemented or restated from time to time) among it and the Lenders signatory thereto and THE CHASE MANHATTAN BANK, as Agent for the Lenders signatory thereto (herein referred to as "Assignee"), and has entered into a Security Agreement and Mortgage (the "Agreement") in favor of Assignee; and

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

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

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 111 W 40<sup>th</sup> Street - 10<sup>th</sup> Floor, New York, NY 10018.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 25<sup>th</sup> day of March, 1998.

MACKINTOSH OF NEW ENGLAND, CO.

By: [Signature]

Name: \_\_\_\_\_

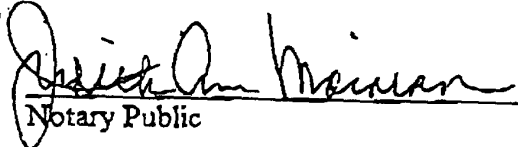
Title: President

SCHEDULE A TO ASSIGNMENT FOR SECURITY TRADEMARKSMACKINTOSH OF NEW ENGLAND, CO.

| <u>Mark</u>                             | <u>Registration Date</u> | <u>Registration No.</u> |
|---|--------------------------|-------------------------|
| Andy Johns                              | 10/24/89                 | 1,562,284               |
| Andy Johns                              | 3/8/77                   | 1,060,825               |
| Kaos                                    | 6/15/82                  | 1,197,990               |
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| Mackintoshsport                         | 1/29/97                  | 75/232,744              |

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

On this 28 day of May, 1998, before me personally came Peter Vandenberg, Jr., to me known, who stated that he is the President of MACKINTOSH OF NEW ENGLAND, CO., the corporation described in and which executed the foregoing instrument; and that he signed his name hereto by order of the Board of Directors of said corporation.

  
Notary Public

JUDITH ANN MAJORAN  
Notary Public of New Jersey  
My Commission Expires Oct. 11, 2001

Exhibit 2 to Security Agreement

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, THAT MACKINTOSH OF NEW ENGLAND, CO., a Delaware Corporation with its principal office at 1373 Broad Street, 3rd Floor, Clifton, New Jersey 07013 (hereinafter called "Assignor") hereby appoints and constitutes THE CHASE MANHATTAN BANK, (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals thereof, and all pending applications herefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to, the foregoing, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement and Mortgage-Trademarks, dated the date hereof, between Assignor and Assignee and takes effect solely for the purposes of paragraphs 3(d) and (e) thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in such Security Agreement and Mortgage-Trademarks.

Dated: May 28, 1998

[Corporate Seal]

MACKINTOSH OF NEW ENGLAND, CO.


By: *Peter Vandenberg*

Name: \_\_\_\_\_

Title: *President*

TE OF NEW YORK )  
 ) ss:  
INTY OF NEW YORK )

On this 28 day of May 1998 before me personally appeared Peter Vandenberg, to me  
who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ and that he  
is president of MACKINTOSH OF NEW ENGLAND, CO., the Delaware corporation described  
in which executed the foregoing instrument; and that he knows the seal of said corporation; that  
the seal affixed to said instrument is such corporate seal; that it was affixed to said instrument is such  
corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation,  
that he signed his name thereto pursuant to such authority.

  
Notary Public

JUDITH ANN MAJORAN  
Notary Public of New Jersey  
My Commission Expires Oct. 11, 2001