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To the Honorable Commissioner of Patents and Trademarks 100810080

original documents or copy thereof.

1. Name of conveying party(ies):

Buster Brown Apparel, Inc.  
2001 Wheeler Avenue  
Chattanooga, TN 37406

- Individual(s)
- General Partnership
- Corporation-State Delaware
- 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: 8-5-98

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation  
 Internal Address: Suite 1500  
 Street Address: 11111 Santa Monica Boulevard  
 City: Los Angeles State: CA ZIP: 90025

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No

(Designations must be a separate document from assignment)

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

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

51,981	732,513	1,411,428	128,885
221,202	800,744	1,508,223	1,099,641
505,224	948,548	1,815,993	1,329,707
505,225	1,241,251	1,858,651	

Additional numbers attached?  Yes  No

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

Name: LaShana C. Jimmar  
 Internal Address: Paul, Hastings, Janofsky  
& Walker, LLP  
 Street Address: 600 Peachtree Street, N.E.,  
Suite 2400  
 City: Atlanta State: GA ZIP: 30308-  
2222

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:

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

08/28/1998 SSMITH 0000075 221202

DO NOT USE THIS SPACE

01 FC/481 40.00 OP  
02 FB/488 Statement and signature 350.00 OP

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.

LaShana C. Jimmar  
Name of Person Signing

Signature

36 AUG 27 PM 11:36

8-25-98

Date

Total number of pages including cover sheet, attachments, and document: 20

**BUSTER BROWN TRADEMARKS**

BUSTER BROWN	51,981	Hosiery	Renewal due 5/01/06
BUSTER BROWN	221,202	Hosiery	Renewal due 11/23/06
BUSTER BROWN	505,224	Men's, women's, children's and infant's hosiery, blouses sunsuits, overalls, creepers, utility outerwear, shirts made of knitted fabric with round crew neck having no opening up the front or back, cardigans, night gowns, shirts and berets.	Renewal due 12/28/08
BUSTER BROWN & Design	505,225	Hosiery for men, women and children	Renewal due 12/28/08
BUSTER BROWN	732,513	Sleepwear, namely infant's and children's pajamas	Renewal due 6/05/02
BUSTER BROWN & Design	800,744	Infants', boys' and girls' hosiery, socks and anklets, creepers, overalls, sunsuits, pullovers, sweaters, toddler pants, boxer shorts, romper sets consisting of shirt and romper pants, slacks, children's caps and berets, girls' skirts, blouses and vests	Renewal due 12/21/05
BUSTER BROWN & Design	948,548	Watches and watch bracelets or bands sold as a unit	Renewal due 12/12/02

KABOOM! & Design	1,508,223	Clothing for children, namely shirts, pants, shorts, jackets, tops and tank tops	Renewal due 10/11/08
KABOOM!	1,815,993	Clothing for children, namely shirts, pants, shorts, skirts, dresses, jackets, tops and tank tops	Affidavit of Use due by 1/11/99
BUSTEF. BROWN & Design (Layette)	1,858,651	Towels, blankets, washcloths and sheets; Children's clothing, namely tee shirts, shirts, pants, jumpers, sleepers, tops, gowns and body suits, hats and bibs	Affidavit of Use due by 10/18/99

1/1/95 Revised 8/3/95  
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**BUSTER BROWN APPAREL  
TRADEMARK SUMMARY  
Registraton and Applications**

<u>Country</u>	<u>Trademark</u>	<u>Registration#</u>	<u>Appln.#</u>	<u>File Date</u>	<u>Reg. Date</u>	<u>Exp Date</u>	<u>Term</u>	<u>Amended Design</u>	<u>Class/Goods Covered</u>
Argentina	Buster Brown	1,574,950	1950460	17/06/94	09/12/95	09/12/05	10 Yrs.	Yes	C1. 25 - Clothing and hosiery for children, excluding boots, shoes, sandals and slippers
Aruba	Buster Brown	14,308		05/17/88	02/14/90	12/31/05	10 Yrs.	Yes	C1. 25 - All goods covered under this class
Australia	Buster Brown	A500,067		11/22/88	12/06/91	11/22/09	14 Yrs.	Yes	C1. 25 - Clothing and hosiery, except shoes, boots and slippers
Australia	Buster Brown	A415,717		09/26/84	03/24/89	09/26/05	14 Yrs.	Yes	C1. 25 - Clothing, excluding footwear
Bahamas	Buster Brown	4676		01/26/66	02/17/66	02/17/08	14 Yrs.	Yes	C1. 38 - Clothing for infants; boys and girls hosiery, anklets, dreepers, overalls, sun suits, pants, etc.
Bahrain	Buster Brown	12,318		03/09/89	03/09/89	03/09/04	10 Yrs.	Yes	C1. 25 - Clothing and hosiery, except boots shoes and slippers
Barbados	Buster Brown		Application pending	06/15/95				Yes	C1. 25 - Children's clothing and hosiery except boots, shoes slippers and sandals
Belarus	Buster Brown	Pending	951764	12/26/95	12/16/97	12/26/05	7 Yrs.	Yes	C1. 25 - Children's clothing and hosiery with exception of shoes, boots, slippers and sandals
Benelux	Buster Brown	404,984		11/16/84	11/16/84	11/16/04	10 Yrs.	Yes	C1. 25 - Clothing, hosiery, underwear and pajamas
Benelux	Kaboom!	Pending	865056	02/12/96				Word mark	C1. 25 - Clothing for children, shirts, shorts, pants, skirts, dresses, etc.
Bermuda	Buster Brown	10,695		02/26/86	07/22/87	02/26/07	14 Yrs.		C1. 25 - Articles of clothing except shoes, boots, slippers and sandals
Brazil	Buster Brown (Word mark)	814,466,702		09/16/88	08/27/96	08/27/06	10 Yrs.	Yes	C1. 25 - Clothes and clothing accessories of common use; for sports and for profession use

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Brazil	Buster Brown & Device	814,466,710		09/16/88	01/09/96	01/09/06	10 Yrs.	Yes	C1. 25 - Clothes and clothing accessories of common use; for sports and for profession use
Canada	Buster Brown Layette	462,127	729,372	05/05/93	08/30/96	08/30/11	15 Yrs.		Children's booties, soft baby socks, bibs, towels, clothes, etc.
Canada	Buster Brown "C&S for Kids"	331,060	547,443	08/12/85	08/14/87	08/14/02	15 Yrs.	Yes	Clothing, socks and hosiery, anklets, pullover, creepers and cardigans
Canada	Double B By Buster Brown (Crayon Crowd)	295,204	481,770	02/02/82	09/21/84	09/21/99	15 Yrs.		Infants', children's, teenagers' clothing, blouses, tops, shorts, slacks, dressed, etc.
Canada	Buster Brown (Boy & Dog)	321,603	547,444	08/12/85	12/12/86	12/12/01	15 Yrs.	Yes	Clothing, socks and hosiery, anklets, pullovers, creepers, cardigans
Canada	Buster Brown (Crayon Crowd)	321,067	536,636	02/18/85	11/28/86	11/28/01	15 Yrs.		Anklets, pullovers, creepers and cardigans
Canada	Beach Busters	314,673	536,638	02/18/85	05/30/86	05/30/01	15 Yrs.		Swimwear for boys and girls
Canada	Busters	316,275	536,639	02/18/85	07/11/86	07/11/01	15 Yrs.		Pants and shirts for boys and girls
Chile	Buster Brown	472,523	326,831	11/23/95	10/01/96	11/20/06	10 Yrs.	Yes	C1. 25 - Clothing and hosiery with exception of shoes, boots, slippers and sandals
China	Buster Brown	997,436	950126629	10/10/95	05/07/97	05/06/07	10 Yrs.	Yes	C1. 25 - Clothing and hosiery except shoes, boots, slippers and sandals
Colombia	Buster Brown	127,772	189,874	03/07/80	12/20/89	12/20/04	10 Yrs.	No	C1. 25 - Children's clothing and wearing apparel in general with exception of shoes, boots and slippers

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Community Trademark (Europe)	Buster Brown		20552	04/01/96		Application approved if no opposition, registration will be granted		Yes	C1. 25 - Clothing and hosiery, excluding boots, shoes, slippers and sandals
*Community Trademark (Europe)	Kaboom!		37424	04/01/96	Application approved awaiting registration				Word mark C1. 25 - Clothing and hosiery
Costa Rica	Buster Brown	58,826			06/10/81	06/10/01	10 Yrs.	No	C1. 25 - Clothing, excluding shoes, boots and slippers
Costa Rica	Kaboom!	79,139		11/01/91	04/09/92	04/09/02	10 Yrs.	No	C1. 25 - Clothing for children, shirts, pants, shorts, jackets, tops and tank tops
Cuba	Buster Brown	112,197			10/22/81	10/22/96 (10/22/03?)	15 Yrs.	No	C1. 29 -
Denmark	Buster Brown	3272/1991	5812/1985	10/16/85	05/31/91	05/31/01	10 Yrs.	Yes	C1. 25 - Goods in Class 25 restricted to U.S. Reg. 800,744
Dominican Republic	Buster Brown	75,416	35792	09/19/94	12/15/94	12/15/14	20 Yrs.	Yes	C1. 44 - Ready made articles; fashion clothes in general
Ecuador	Buster Brown	3953-97	Application	03/29/96	11/11/97	11/11/07	10 Yrs.	Yes	C1. 25
Ecuador	Kaboom!	1464-92	27597	09/12/91		06/08/02	10 Yrs.	No	C1. 25
El Salvador	Buster Brown		5098/95	11/27/95	10/01/97	Application approved if no opposition, registration will be granted		Yes	C1. 25 - Infants', boys' and girls' hosiery, socks and anklets, creepers, coveralls, sun suits, etc., excluding boots, shoes, sandals and slippers
Estonia	Buster Brown	24422	96/00066	01/10/96	09/19/97	09/19/07	10 Yrs.	Yes	C1. 25 - Children's clothing and hosiery
Finland	Buster Brown	47,075			05/05/66	05/05/06	10 Yrs.	No*	C1. 24 - Hosiery, underwear, outerwear and pajamas

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France	Buster Brown	1 593.672			05/06/55	04/04/00	10 Yrs.	No	C1. 25 - Hosiery, outer garments and undergarments
Germany	Buster Brown	807.367		12/08/64	07/23/65	12/08/04	10 Yrs.	No	C1. 24/25 - Hosiery, woven and knitted garments, underwear, table and bed linen, corsets, ties, suspenders, gloves
Greece	Buster Brown	35.078		03/02/66	12/17/66	03/02/06	10 Yrs.	No	C1. 25 - Infants', boys' and girls' hosiery, socks and anklets, creepers, coveralls, sun suits, etc.
Great Britain	Buster Brown	889.881			01/27/66	01/27/01	14 Yrs.	No	Class 25 - Articles of underclothing, stockings and socks, anklets, overalls, swimsuits, etc.
Great Britain	Buster Brown	741.898			05/02/55	05/02/04	14 Yrs.	No	Class 25 - Stockings and socks
Guatemala	Buster Brown	17.446		04/22/66	10/04/66	10/03/06	10 Yrs.	No	C1. 25 - All goods in class 25, same as U.S. reg. 800,744
Haiti	Buster Brown	240/74		03/18/85	09/11/85	09/11/05	10 Yrs.	Yes	C1. 25 - Children's wearing apparel, except shoes, boots and slippers
Honduras	Buster Brown	13.432		18.810 02/28/66	07/04/66	07/04/06	10 Yrs.	No	C1. 25 - Infants', boys; and girls' hosiery, socks and anklets, creepers, coveralls, sun suits, etc.
Iceland	Buster Brown	477/1988		390/1988 06/09/55	10/31/88	10/31/98	10 Yrs.	Yes	C1. 25 - All goods in clothing class
India	Buster Brown			635.747 08/03/94				Yes	C1. 25 - Clothing and hosiery for children, excluding boots, shoes, sandals and slippers
Indonesia	Buster Brown	368266		06/16/95		12/20/04	8 Yrs.	Yes	Class 25 as above
Hong Kong	Buster Brown	834/58		09/30/58		04/23/07	14 Yrs.	Pending	Class 25 as above





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Latvia	Buster Brown	M38000	M.05.2061	12/29/95	10/20/97	12/29/05	10 Yrs	Yes	C1. 25 - Clothing, namely children's clothing and hosiery
Lebanon	Buster Brown	41,167	294/A/146,891	09/29/81	09/29/81	9/29/1996 Renewal in process	15 Yrs.	No	C1. 25 - All clothing in this class including footwear
Libya	Buster Brown		4545/7747	02/28/78 (Sales from U.S. are prohibited.)				No	C1. 25 - Children's clothing and wearing apparel with exception of shoes, boots and slippers
Lithuania	Buster Brown		96-0008	01/03/96				Yes	C1. 25 - Children's clothing and hosiery
Malaya	Buster Brown	302/64 (old 42304)			08/13/71	08/13/99	14 Yrs	Yes	C1. 25 - Stockings and socks for wear
Malaysia	Buster Brown		MA/3832/90	10/31/91	Renewal pending.			Yes	C1. 25 - Children's clothing and hosiery - excluding boots & shoes
Mali	Buster Brown	723	03/08/66	03/11/66	03/08/98	03/08/08	10 Yrs.	No	C1. 25 - Infants, boy's and girls' hosiery, socks and anklets; creepers, overalls, boxer shorts, romper sets, etc.
Malla	Buster Brown	8558			02/16/66	02/16/08	14 Yrs.	No	C1.
Mexico	Buster Brown	373,563		10/20/88	03/08/90	10/20/03	10 Yrs.	Yes	C1. 25 - Clothing
Mexico	Buster Brown Layette	509914 Class 24	170359	06/14/93	11/22/95	06/14/03	10 Yrs.		
Mexico	Buster Brown Layette	463569 Class 25	170358	06/14/93	06/16/94	06/14/03	10 Yrs.		
Monaco	Buster Brown	818,466	3143	02/15/66	03/21/66	02/15/06	10 Yrs.	No	C1. 25 - Infants, boys' and girls' hosiery, socks and anklets; creepers, overalls, boxer shorts, romper sets, etc.

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Morocco	Buster Brown	37,087			02/08/66	02/08/06	20 Yrs.	No	C1. 25 - Infants', boys' and girls' hosiery, socks and anklets; creepers, overalls, boxer shorts, romper sets, etc.
Netherlands	Buster Brown	5606		01/30/65	02/24/65	01/30/15	10 Yrs.	No	C1. 25 - Hosiery, outer garments, undergarments and pajamas
New Zealand	Buster Brown	72,194			11/26/62	11/26/97	14 Yrs.	Yes	C1. 25 - For clothing, except shoes, boots and slippers
Nicaragua	Buster Brown	22,375	2336	05/12/89	11/17/92	11/17/02	10 Yrs.	Yes	C1. 25 -
Nigeria	Buster Brown	17,422		02/09/66	05/16/66	02/09/94 (IP)	14 Yrs.	In Process	C1. 38 - Infants', boys' and girls' hosiery, socks and anklets; creepers, coveralls, boxer shorts, romper sets, etc.
Norway	Buster Brown	69,945			10/03/66	09/09/06	10 Yrs.	No	C1. 25 - Hosiery, outer garments under garments and pajamas
Pakistan	Buster Brown	44,715			02/05/66	02/05/03	15 Yrs.	No	C1. 25 - Infants', boys' and girls' hosiery, socks and anklets; creepers, overalls, boxer shorts, romper sets, etc.
Panama	Buster Brown	73899	#073899	12/27/94	09/03/96	09/03/06	10 Yrs.	Yes	C1. 25 - Infants', boys' and girls' hosiery, socks and anklets; creepers, overalls, boxer shorts, romper sets, etc.
Panama	Buster Brown	8246			07/13/64	07/13/04	10 Yrs.	Yes	C1. 25 - Men's ladies and children's hosiery
Paraguay	Buster Brown		96/17311	08/21/96		11/18/07	10 Yrs.	Yes	C1. 25 - All articles in this class

**BUSTER BROWN APPAREL  
TRADEMARK SUMMARY  
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Country	Trademark	Registration#	Appln. #	File Date	Reg. Date	Exp. Date	Term	Amended		Class/Goods Covered
								Design	Design	
Phillippines	Buster Brown	47,191	65,258	07/09/88	12/18/89	12/18/09	29 Yrs.	No (IP)		C1. 40 - Infants', boys' and girls' hosiery, socks and anklets; creepers, overalls, boxer shorts, romper sets, etc.
Puerto Rico	Buster Brown	10,606		05/19/58	12/30/58	12/30/98	10 Yrs.	No		C1. 39 - Hosiery, underwear, outerwear
Russian Fed.	Buster Brown	302/64	96700830	01/26/96	08/12/64	08/12/99	14 Yrs.	Yes		C1. - Clothing
Sabah	Buster Brown	(Old 9961)						No		C1. 25 - Clothing and hosiery
Sarawak	Buster Brown	302/64(Old 5280)	9186		08/14/64	08/14/99	14 Yrs.	No		C1. 25 - Clothing, excluding boots, shoes and slippers
Saudi Arabia	Buster Brown	206/34		06/12/89	02/23/99	02/23/99	10 Yrs.	Yes		C1. 25 - Clothing
South Africa	Buster Brown	1271/58		04/22/58	04/22/02	04/22/02	10 Yrs.	Yes		C1. 25 - Hosiery, outer garments, under garments
Singapore	Buster Brown	4513/90	88,1217	06/21/90	08/01/95	06/21/07	7 Yrs.	Yes		Class 25 - Clothing, excluding boots shoes & slippers
Sweden	Buster Brown	218,197	4957	02/11/88	08/03/90	08/03/00	10 Yrs.	No		C1. 25 - Hosiery, outdoor clothes, underwear and pajamas
Switzerland	Buster Brown	364,819	96003537	07/13/88	12/08/88	07/13/08	10 Yrs.	Yes		C1. 25 - Clothing, footwear headgear
Tadjikistan	Buster Brown			02/17/96				Yes		C1. 25 - Clothing
Taiwan	Buster Brown	434,753	77-30610	07/02/88	03/16/89	03/15/99	10 Yrs.	Yes		C1. 40 - Various kinds of underwear, underwear and pajamas
Taiwan	Buster Brown	426,875	77-30611	07/02/88	01/16/89	01/15/99	10 Yrs.	Yes		C1. 39 - Various kinds of socks
Thailand	Buster Brown (Device mark)	140,282	179,826	08/18/88	08/18/88	08/17/98	10 Yrs.	Yes		C1. 38 - Clothing
Ukraine	Buster Brown		95123461/T	12/26/95				Yes		C1. 25 - Clothing
United Arab Emirates	Buster Brown		5132	02/19/94		In process		Yes		C1. 25 -
Uzbekistan	Buster Brown		MBGU96000833	01/17/96				Yes		C1. - Clothing

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Venezuela	Buster Brown	32,597	8739/88		09/10/57	09/10/87 (Pending)	15 Yrs.	No	C1. 39 - Knitted goods, hosiery for men, women and children, underwear, pajamas and other articles of wearing apparel
Venezuela	Buster Brown		8739/88	05/24/88				Yes	C1. 39 - Clothing
Venezuela	Crayon Crowd		5758/94	07/06/94					C1. 25 - Clothing
Virgin Islands	Buster Brown	1187			10/24/68	06/10/04	14 Yrs.	Yes	C1. - Clothing and hosiery

TRADEMARK  
 REEL: 1773 FRAME: 0510

**BUSTER BROWN**  
**Trademarks Currently Not in Use**

CRAYON CROWD & Design	1,241,251	Infants' and children's and teenagers' clothing, namely blouses, tops, sunsuits, swimwear, outerwear, shorts, slacks, jeans, culottes, overalls, skirts, shirts, tee shirts, polo shirts, sweaters including cardigans and pullovers, jackets, boys' suits, including one-piece suits, play suits, dresses, training pants, creepers, rompers, vests, hosiery including socks, anklets, stockings and leotards	Renewal due 6/07/03
TIGE'S PALS	1,329,707	Tops, pants, jumpsuits, skirts, coveralls, creepers, dresses, and two-piece sets consisting of pants, tops, skirts and combinations thereof	Renewal due 4/09/05
BETSY AND BOBBY & Design	1,411,428	Hosiery	Renewal due 9/30/06
DARN-LESS	128,885	Hosiery for men, women and children	
DOUBLE 3	1,099,641	Children's and infants clothing and hosiery	

## TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Agreement") is made as of August 5, 1998, by and between BUSTER BROWN APPAREL, INC., a Delaware corporation (the "Pledgor") and FOOTHILL CAPITAL CORPORATION, a California corporation (the "Lender").

### WITNESSETH:

WHEREAS, the Pledgor, BB&T Management Corp., a Delaware corporation and Buster Brown Retail, Inc., a Delaware corporation (collectively, the "Borrowers" and individually, each a "Borrower") and the Lender are parties to that certain Loan and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lender has agreed to extend credit to the Borrowers from time to time pursuant to the terms and conditions thereof and the Borrowers have granted a security interest in all of their assets to the Lender; and

WHEREAS, the Lender has required that the Pledgor execute and deliver this Agreement (i) in order to secure, as further described below, the payment and performance of, among other things, all Obligations (as defined in the Loan Agreement) of the Borrowers under the Loan Agreement (hereinafter referred to as the "Secured Obligations") and (ii) as a condition precedent to any extension of credit to the Borrowers under the Loan Agreement;

NOW, THEREFORE, for and in consideration of the premises set forth above and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, the parties hereto agree as follows:

1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Loan Agreement shall have the meaning specified for such term in the Loan Agreement.

(b) The words "hereof", "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and paragraph references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Incorporation of the Loan Agreement. The Loan Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Secured Obligations, the Pledgor hereby grants to the Lender a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of the Pledgor's now owned or existing and hereafter acquired or arising: (i) trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule 1 attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of the Pledgor's business symbolized by the foregoing and connected therewith and (e) all of the Pledgor's rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, registered trademarks and trademark applications, service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 4(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and (ii) the goodwill of the Pledgor's business connected with and symbolized by the Trademarks.

5. Restrictions on Future Agreements. The Pledgor agrees that it will not, without the Lender's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, and the Pledgor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others subject to its control, including, without limitation, licensees, or fail to take any action, which would affect the validity or enforcement of the rights transferred to the Lender under this Agreement or the rights associated with the Trademarks.

6. New Trademarks. The Pledgor represents and warrants that, from and after the Agreement Date, (a) the Trademarks listed on Schedule 1 include all of the trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications now owned or held by the Pledgor, and (b) no liens, claims or security interests in such Trademarks have been granted by the Pledgor to any Person other than the Lender and except as disclosed in the Loan Agreement. If, prior to the termination of this Agreement, the Pledgor shall (i) obtain rights to any new trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks or service mark applications or (ii) become entitled to the benefit of any trademarks, trade names, registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals or license agreements whether as licensee or licensor, the provisions of paragraph 4 above shall automatically apply thereto (to the extent permitted by licensors under agreements in connection with the granting of such licenses). The Pledgor shall give to the Lender prompt written notice of events described in clauses (i) and (ii) of the preceding sentence promptly after the occurrence thereof. The Pledgor hereby authorizes the Lender to modify this Agreement unilaterally (i) by amending Schedule 1 to include

any future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, which are Trademarks under paragraph 4 above or under this paragraph 6 and (ii) by filing, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule 1 thereto, as the case may be, such future trademarks, trade names, registered trademarks, trademark applications, service marks, registered service marks and service mark applications.

7. Royalties. The Pledgor hereby agrees that the use by the Lender of the Trademarks as authorized hereunder in connection with the Lender's exercise of its rights and remedies under paragraph 15 or pursuant to any Loan Document shall be coextensive with the Pledgor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Lender to the Pledgor.

8. Right to Inspect: Further Assignments and Security Interest. The Lender may, during normal business hours, from time to time hereafter have access to, examine, audit, make copies (at the Pledgor's expense) and extracts from and inspect the Pledgor's premises and examine the Pledgor's books, records and operations relating to the Trademarks. The Pledgor agrees not to sell or assign its respective interests in, or grant any license under, the Trademarks without the prior and express written consent of the Lender.

9. Nature and Continuation of the Lender's Security Interest; Termination of the Lender's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and shall terminate only when the Secured Obligations have been paid in full and the Loan Agreement has been terminated. When this Agreement has terminated, the Lender shall promptly execute and deliver to the Pledgor, at the Pledgor's expense, all termination statements and other instruments as may be necessary or proper to terminate the Lender's security interest in the Trademarks, subject to any disposition thereof which may have been made by the Lender pursuant to this Agreement or the Loan Agreement.

10. Duties of the Pledgor. The Pledgor shall have the duty to prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement. The Pledgor further agrees (i) not to abandon any Trademark without the prior written consent of the Lender unless (a) Pledgor is not using any such Trademark and has not met the legal prerequisites to renew such Trademark and (b) such Trademark is identified as "Not Currently In Use" on Schedule 1 hereto, and (ii) to use its best efforts to maintain in full force and effect the Trademarks that are or shall be necessary or economically desirable in the operation of the Pledgor's business. Any expenses incurred in connection with the foregoing shall be borne by the Pledgor. The Lender shall not have any duty with respect to the Trademarks. Without limiting the generality of the foregoing, the Lender shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks against any other parties, but the Lender may do so at its option from and after the occurrence of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of the Pledgor and shall be added to the Secured Obligations secured hereby.



11. The Lender's Right to Sue. From and after the occurrence of an Event of Default, the Lender shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and, if the Lender shall commence any such suit, the Pledgor shall, at the request of the Lender, do any and all lawful acts and execute any and all proper documents reasonably required by the Lender in aid of such enforcement. The Pledgor shall, upon demand, promptly reimburse the Lender for all costs and expenses incurred by the Lender in the exercise of its rights under this paragraph 11 (including, without limitation, reasonable fees and expenses of attorneys, paralegals and other professionals for the Lender).

12. Waivers. The Lender's failure, at any time or times hereafter, to require strict performance by the Pledgor of any provision of this Agreement shall not waive, affect or diminish any right of the Lender thereafter to demand strict compliance and performance therewith nor shall any course of dealing between the Pledgor and the Lender have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of the Pledgor contained in this Agreement shall be deemed to have been suspended or waived by the Lender unless such suspension or waiver is in writing signed by an officer of the Lender and directed to the Pledgor specifying such suspension or waiver.

13. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision 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 hereof, 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.

14. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 6 hereof or by a writing signed by the parties hereto.

15. Power of Attorney; Cumulative Remedies. (a) The Pledgor hereby irrevocably designates, constitutes and appoints the Lender (and all officers, employees and agents of the Lender designated by the Lender in its sole and absolute discretion) as the Pledgor's true and lawful attorney-in-fact, and authorizes the Lender and any of the Lender's designees, in the Pledgor's or the Lender's name, upon the occurrence and during the continuation of an Event of Default, to take any action and execute any instrument necessary or reasonably advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse the Pledgor's name on all applications, documents, papers and instruments necessary or reasonably desirable for the Lender in the use of the Trademarks, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks to anyone and (iv) take any other actions with respect to the Trademarks as the Lender deems in its best interest. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until this Agreement is terminated. The Pledgor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Lender under the

Loan Agreement or any other Loan Document, but rather is intended to facilitate the exercise of such rights and remedies.

(b) The Lender shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located or deemed located. Upon the occurrence of an Event of Default and the election by the Lender to exercise any of its remedies under Section 9-504 or Section 9-505 of the Uniform Commercial Code as in effect in the State of Georgia with respect to the Trademarks, the Pledgor agrees to assign, convey and otherwise transfer title in and to the Trademarks to the Lender or any transferee of the Lender and to execute and deliver to the Lender or any such transferee all such agreements, documents and instruments as may be necessary, in the Lender's sole discretion, to effect such assignment, conveyance and transfer. All of the Lender's rights and remedies with respect to the Trademarks, whether established hereby, by the Loan Agreement or by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence of an Event of Default, the Lender may exercise any of the rights and remedies provided in this Agreement, the Loan Agreement or any of the other Loan Documents. The Pledgor agrees that any notification of intended disposition of any of the Trademarks required by law shall be deemed reasonably and properly given if given at least five (5) days, if such notice is given by facsimile or eight (8) days, if such notice is given by mail, before such disposition; provided, however, that the Lender may give any shorter notice that is commercially reasonable under the circumstances.

16. Successors and Assigns. This Agreement shall be binding upon the Pledgor and Lender and their respective nominees, successors and assigns, and shall inure to the benefit of the Pledgor and Lender and their respective nominees, successors and assigns. The Pledgor's successors and assigns shall include, without limitation, a receiver or a trustee of the Pledgor; provided, however, that the Pledgor shall not voluntarily assign or transfer its rights or obligations hereunder without the Lender's prior written consent.

17. Governing Law. This Agreement shall be construed and enforced and the rights and duties of the parties shall be governed by in all respects in accordance with the laws and decisions of the State of Georgia without reference to the conflicts or choice of law principles thereof.

18. Notices. All notices or other communications hereunder shall be given in the manner and to the addresses set forth in the Loan Agreement.

19. Paragraph Titles. The paragraph titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

20. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Delivery of an executed

counterpart of this Agreement by facsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by facsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability and binding effect of this Agreement.

21. Merger. This Agreement represents the final agreement of the Pledgor and the Lender with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between the Pledgor and the Lender.

22. Effectiveness. This Agreement shall become effective on the Closing Date.

[REMAINDER OF THIS PAGE INTENTIONALLY LEFT BANK]

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

Sworn to and subscribed before me this 31 day of August, 1998.

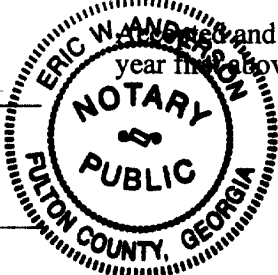
**BUSTER BROWN APPAREL, INC.**

By: Kenneth L Larsen  
Name: KENNETH L LARSEN  
Its: SENIOR VICE PRESIDENT-FINANCE

NOTARY PUBLIC

[Signature]

My Commission Expires: 10/9/98



Accepted and agreed to as of the day and year first above written.

Sworn to and subscribed before me this 31 day of August, 1998.

Notary Public, Fulton County, Georgia  
My Commission Expires Oct. 9, 1998

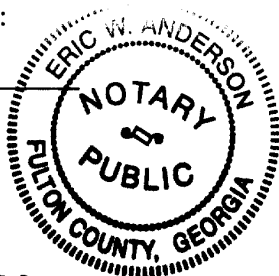
**FOOTHILL CAPITAL CORPORATION**

By: Victor D. Barney  
Name: Victor D. Barney  
Its: Vice President

NOTARY PUBLIC

[Signature]

My Co mmission Expires: 10/9/98



Accepted and agreed to as of the day and year first above written.

Notary Public, Fulton County, Georgia  
My Commission Expires Oct. 9, 1998

TRADEMARK SECURITY AGREEMENT