

08-31-1998



100810054

Tab settings => => => To the Honorable Commissioner of Pat

documents or copy thereof.

1. Name of conveying party(ies):

GLENGATE APPAREL, INC.  
75 Rod Smith Place  
Cranford, New Jersey 07016

- Individual(s)
- General Partnership
- Corporation-State: New Jersey
- 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: August 24, 1998

2. Name and address of receiving party(ies):

Name: MILBERG FACTORS, INC.  
Internal Address: \_\_\_\_\_  
Street Address: 99 Park Avenue  
City: New York State: New York ZIP: 10016

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  
(Designations must be a separate document from Assignment)  
Additional name(s) & address(es) attached?  Yes  No

4. Application number(s) or registration 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: \_\_\_\_\_  
Internal Address: **RETURN TO:  
Federal Research Corporation  
400 Seventh St., N.W., Suite 101  
Washington, DC 20004**  
Street Address: \_\_\_\_\_  
City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

**5**

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

RECEIVED  
AUG 26 1998  
\$ 140.00

8. Deposit account number: \_\_\_\_\_

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

06/28/1998 SMITH 00000070 2082077

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 100.00 OP

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

Richard ROEL  
Name of Person Signing

Richard Roel  
Signature

8/26/98  
Date

**4**

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

Mail documents to be recorded with required cover sheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

## SCHEDULE A

Schedule A to a Trademark Assignment of Security dated August <sup>24</sup> 1998, by and between GLENGATE APPAREL, INC, and MILBERG FACTORS, INC.

I. U.S. Federal Registrations

<u>MARK</u>	<u>Registration No. or Application No.</u>	<u>Issue Date</u>
TRADITION WITH A FUTURE	2082077	July 22, 1997
GLENGATE	1926535	October 10, 1995
GLENGATE	1998831	September 3, 1996

II. U.S. Federal Applications

<u>Mark</u>	<u>Application No.</u>	<u>Date Filed</u>
G G (Stylized Letters)	74-566842	August 29, 1994
Glengate (Stylized Letters)	74-448871	October 20, 1993

III. Foreign Registrations

<u>Country</u>	<u>Mark</u>	<u>Issue Date</u>	<u>Reg. No.</u>	<u>Status</u>
----------------	-------------	-------------------	-----------------	---------------

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, GLENGATE APPAREL, INC., a New Jersey corporation having a mailing address at 75 Rod Smith Place, Cranford, New Jersey 07016 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Milberg Factors, Inc. ("Lender") pursuant to (i) a certain Security Agreement (Accounts Receivable - Financing dated September 25, 1996 (as amended, modified, restated or supplemented from time to time, the "Loan Agreement") and associated documents and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
August 24, 1998

GLENGATE APPAREL, INC.

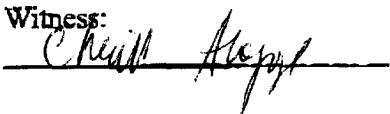
Witness:

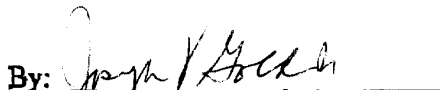


By:   
Name: PETER D. CALBENSON  
Its: PRESIDENT & CEO

MILBERG FACTORS, INC.

Witness:



By:   
Name: JOSEPH F. GOLDEN, JR.  
Its: PRESIDENT

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this 24<sup>th</sup> day of August 1998, before me personally came Peter D. Gilbertson, to me known, who, being by me duly sworn, did depose and say that he is the President of Glengate Apparel, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Joan Sorting  
Notary Public

JOAN SORTING  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires July 14, 1999

STATE OF NEW YORK )

: ss.:

COUNTY OF NEW YORK )

On this 26<sup>th</sup> day of August, 1998, before me personally came Joseph F. Golden, to me known, who, being by me duly sworn, did depose and say that he is the President of Milberg Factors, Inc., the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.

Joseph F. Golden  
Notary Public

JOSEPH F. GOLDEN  
Notary Public, State of New York  
My Commission Expires July 14, 2000  
Organization Expires July 14, 2000

*10 - Dep by Notary*