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U.S. PATENT & TRADEMARK OFFICE

11-20-1998

HEET



100904697

Send original documents or copy thereof.

To the Honorable Commissioner of Patents

1. Name of conveying party(ies)

Bill Blass, Ltd.

- Individual(s)
- General Partnership
- Corporation-State
- 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: October 28, 1998

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Agent

Internal Address: Cost Center No. 1122

Street Address: 1411 Broadway, 5th Floor

City: New York State: NY ZIP: 10018

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

SN: 75/571,166

Additional numbers attached?  Yes  No

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

Name: Jeffrey Epstein, Esq.

Internal Address: Kaye, Scholer, Fierman

Hays & Handler, LLP

Street Address: 425 Park Avenue

14th Floor

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

11/19/1998 JSH/BAZZ 00000178 75571166

DO NOT USE THIS SPACE

01 FC 481 40.00 BP  
02 FC 482 25.00 BP

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.

R. Paul Favale, Jr.  
Name of Person Signing

Signature

November 17, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 4

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

TRADEMARK  
REEL: 1816 FRAME: 0292

## ASSIGNMENT FOR SECURITY<sup>2</sup>

### (TRADEMARKS)

WHEREAS, BILL BLASS, LTD., a New York corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in Schedule 2.01 of the Credit Agreement dated as of the date hereof, among the Assignor, the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), and Assignor has entered into a Security Agreement and Mortgage-Trademarks and Patents dated the date hereof (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 thereof, 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 Secured 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 Secured 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.

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<sup>2</sup> Note that when this Assignment is sent to the Patent and Trademark Office for recordation, it must be accompanied by an official PTO cover sheet; otherwise, it will be rejected by the PTO.

Assignee's address is 1411 Broadway, 5<sup>th</sup> Floor, New York, New York  
10018.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed by its officer thereunto duly authorized as of the 28 day of October,  
1998.

BILL BLASS, LTD.

By: Michael Groeman  
Name: MICHAEL GROEMAN  
Title: CFO

SCHEDULE 2-A

TRADEMARKS

Trademark

Reg. Date

Reg. No.

Bill Blass Amazing

10/5/98

SN: 75/571,166

Bill

10/6/98

SN: 75/565,073