

2/1/99

02-04-1999

Department of Commerce
Trademark Office

RECORDATION FORM COVER :
TRADEMARKS ONLY



100958235

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

1. Name of conveying party(ies):

Name: Caring Concepts, LLC

- Individual(s)
- General Partnership
- Corporation-State

Other Delaware (Limited Liability Company)

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

2. Name and Address of receiving party(ies)

Name: Finova Capital Corporation

Address: 111 West 40th Street
New York, New York 10018

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: December 29, 1998

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,719,246

Additional numbers attached? Yes No

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

Baila H. Celedonia, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved: 1

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

Enclosed

Please Note: Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

(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.

Baila H. Celedonia
Name of Person Signing

Baila H. Celedonia 1/29/99
Signature Date

Total number of pages including cover sheet, attachments, and document: 11

Mail to: Commissioner of Patents & Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT is made this 29th day of December, 1998 between CARING CONCEPTS, LLC, a Delaware limited liability company having its principal place of business At 141 West 36th Street, New York, New York 10018, New York, New York (the "Borrower"), and FINOVA CAPITAL CORPORATION, a New York corporation having an office at 111 West 40th Street, New York, New York 10018 (together with its successors and assigns, "Lender").

WITNESSETH

WHEREAS, the Borrower desires to obtain loans from Lender pursuant to a certain Loan and Security Agreement dated of even date herewith, by and between the Borrower and Lender (hereinafter referred to, together with all riders, exhibits, schedules and amendments thereto, as the "Loan Agreement"); and

WHEREAS, Lender is willing to make loans to the Borrower from time to time, in Lender's discretion, provided, among other things, the Borrower executes this Agreement to in part secure its Obligations to Lender.

WHEREAS, the Borrower has contemporaneously herewith, pursuant to the Loan Agreement, granted to Lender a lien upon and security interest in, among other assets, the Borrower's now existing and hereafter acquired inventory, trade secrets, machinery, equipment, equipment formulations, manufacturing procedures, quality control procedures and product specifications relating to products sold under the Trademarks (as hereinafter defined);

NOW, THEREFORE, for Ten Dollars (\$10.00) and other valuable consideration, and in consideration of the premises, the Borrower hereby agrees with Lender as follows:

1. Unless otherwise defined herein, all capitalized terms used herein shall have the meanings ascribed to them in the Loan Agreement.

2. To secure the payment and performance of any Obligations of the Borrower to Lender however arising, the Borrower hereby grants to Lender a continuing security interest in and lien upon all of the right, title and interest of the Borrower in the following property, whether now owned or existing or hereafter acquired (collectively, the "Collateral");

a) all trademarks, trade names, trademark registrations, and trademark applications, and all renewals thereof, including, without limitation, the trademark registrations and applications listed on Schedule A attached hereto and made a part hereof (as the same may be amended from time to time), together with all trademarks, trade names, trademark registrations and trademark applications which are hereafter adopted or acquired by the Borrower, including without limitation all New Marks (as defined below), as well as the goodwill of the Borrower's business connected with and symbolized by such trademarks, trade names, trademark registrations and trademark applications; and all rights corresponding thereto throughout the world (hereinafter collectively referred to as the "Trademarks");

(b) all income, royalties, damages and payments now or hereafter due or payable with respect to the Trademarks, including, without limitation, damages and payments for past or future infringements thereof; and

(c) all Proceeds of the foregoing. "Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code (as defined below), and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower

from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

3. The Borrower represents and warrants to Lender that:

(a) each of the registrations for the Trademarks as shown on Schedule A is subsisting and has not been adjudged invalid or unenforceable;

(b) upon filing of this Agreement in the United States Patent and Trademark office (hereinafter "USPTO") against each U.S. Trademark registration and pending application, and the filing of a UCC-1 Financing Statement in compliance with the Uniform Commercial Code ("Code") as in effect in the State of New York covering all general intangibles now owned or hereafter acquired by the Borrower, Lender will have a legal, valid and perfected lien upon and security interest in the Collateral (other than foreign trademark registrations and trademark applications), enforceable against the Borrower and all third persons in accordance with its terms;

(c) the Borrower is not aware of any claim that the use of any of the Trademarks does or may violate the rights of any third person; and

(d) the Borrower has the unqualified right to enter into this Agreement and to perform its terms.

4. The Borrower covenants and agrees with Lender that:

(a) The Borrower owns all beneficial and ownership rights, title and interest in and to all of the Trademarks, including without limitation all applications and registrations listed on Schedule A, and the rights conferred by those applications and registrations.

(b) Except for the interests of licensees under Permitted Licenses (as hereinafter defined), the Borrower is and will remain the sole and exclusive owner of the entire right, title and interest in and to the Collateral, free and clear of any liens, charges, claims, rights and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by the Borrower not to sue third persons;

(c) The Borrower will maintain the quality of the products associated with the Trademarks, at a level consistent with the quality at the time of this Agreement, and will provide Lender quarterly with a certificate to that effect in the form attached hereto as Exhibit 1, executed by an officer of the Borrower;

(d) The Borrower will not lower the quality of the products associated with the Trademarks without Lender's prior written consent;

(e) The Borrower has used, and will continue to use for the duration of this Agreement, required statutory notice in connection with its use of the Trademarks; and

(f) The Borrower shall not abandon any of the Trademarks without Lender's prior written consent, including, without limitation, by failure to file an affidavit of use with the USPTO during the sixth year of a United States registration as required by law. Borrower will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify Lender immediately if it

knows of any reason or has reason to know of any ground under which this result may occur. The Borrower shall take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with any Permitted Licenses.

5. The Borrower hereby grants to Lender and Lender's employees and agents, the right to visit the Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and to inspect the products and quality control records relating thereto at reasonable times during regular business hours.

6. Until all of the Obligations have been satisfied in full and the Loan Agreement has been terminated, the Borrower shall not sell any of the Trademarks, grant or assign any security or other interest in any of the Trademarks, or enter into any license agreement with respect to any of the Trademarks other than Permitted Licenses. As used herein, the term "Permitted Licenses" shall mean and include such licenses as the Borrower shall enter into which are on a commercially reasonable and an arms length basis subject to Lender's security interest or Lender may hereafter approve in writing in its sole discretion. The Borrower shall give to Lender written notice within fifteen (15) days of the Borrower's entering into a Permitted License, the Trademarks to be the subject of such license, and the terms of such license, and shall provide Lender with a copy of the duly executed license agreement promptly after execution thereof by the Borrower and the licensee.

7. If, before the Obligations have been satisfied in full and the Loan Agreement has terminated, the Borrower shall obtain rights to any new trademark or trade names, whether registered or at common law, or become the owner of or entitled to the benefit of any trademark application or trademark registration (collectively, the "New Marks"), the provisions of paragraph 2 hereof shall automatically apply to such New Marks and such New Marks shall automatically become included in the definition of Trademarks. The Borrower shall give Lender prompt notice of any application to register any New Mark, or the acquisition of any registration for any New Mark in the United States, Canada or the United Kingdom, in writing, but in no event later than sixty (60) days after the filing of the application or the acquisition of the registration of such New Mark; and shall periodically update Schedule A and provide a copy to the Lender of any applications for or registration of New Marks elsewhere in the world.

8. The Borrower authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications which are or become Trademarks under Paragraph 2 or Paragraph 7 hereof.

9. The Borrower agrees to execute and deliver to Lender such further papers and to do such other acts as may be necessary and proper to accomplish the purposes of this Agreement, including without limitation, in order to perfect or continue the perfection of Lender's security interest in all of the Collateral. At any time and from time to time, upon the written request of Lender, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Borrower also hereby authorizes Lender to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Lender hereunder, duly endorsed in a manner satisfactory to Lender.

10. Upon or after the occurrence of an Event of Default, Lender shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, all rights and remedies under applicable law and all rights and remedies of a secured party under the Uniform Commercial Code as adopted and then in force in the State of New York (the "Code"). Without limiting the generality of the foregoing, Lender may immediately, without

notice or demand, each of which the Borrower hereby waives, collect directly any payments due the Borrower in respect of the Collateral, including without limitation the right of the Lender under any Permitted Licenses, to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by Lender for the purpose collecting any and all such moneys due under any Permitted License, whenever payable. Additionally, the Lender may sell at public or private sale or otherwise realize from time to time upon all or, any of the Collateral. Upon the occurrence and continuance of an Event of Default the Lender may also (A) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (B) defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (C) settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (D) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender deems necessary to protect, preserve or realize upon the Collateral and Lender's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as Borrower might do. The Borrower hereby agrees that fifteen (15) days written notice to the Borrower of any public or private sale or other disposition of any of the Collateral shall be reasonable notice. At any such sale or disposition, Lender may, to the extent permitted by law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of the Borrower, which right the Borrower hereby waives and releases. After deducting from the proceeds of such sale or other disposition of the Collateral all reasonable costs and expenses incurred by Lender in enforcing its rights hereunder (including, without limitation, all reasonable brokers' fees, auctioneers' fees and attorneys' fees actually incurred), Lender shall apply the remainder of such proceeds to the payment of the Obligations in such order and manner as Lender in its sole discretion may determine. All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for Lender, shall be segregated from other funds of Borrower and shall forthwith upon receipt by Borrower, be turned over to Lender, in the same form as received by Borrower (duly indorsed by Borrower to Lender, if required) and such payments so received by Lender (whether from Borrower or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of, the Obligations in such order as Lender shall elect. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Borrower. If any deficiency shall arise, the Borrower and each guarantor of the Obligations shall remain jointly and severally liable to Lender therefor.

11. The Borrower hereby irrevocably makes, constitutes and appoints Lender and any officer or agent of Lender as Lender may select, with full power of substitution, as the Borrower's true and lawful attorney-in-fact, with full power to do any or all of the following if an Event of Default shall occur and be continuing: to endorse the Borrower's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to any other person or entity, or to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any other person or entity. The Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until all of the Obligations shall have been satisfied in full and the Loan Agreement shall have been terminated. The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own willful misconduct. Concurrently with the execution and delivery hereof, Borrower is executing and delivering to Lender, in the form of Schedule B hereto, original Powers of Attorney, in sufficient quantities, for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraphs 10 and/or 11 hereof.

12. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including attorneys' fees and legal expenses, actually incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees,

maintenance fees, encumbrances or otherwise protecting, maintaining, or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by the Borrower (it being the intent of the Borrower and Lender that the Borrower shall be responsible for the payment of all sums, fees, costs and expenses, including, without limitation, all governmental fees with respect to the Trademarks) or, if paid by Lender, shall be paid by the Borrower on demand by Lender and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate per annum in effect from time to time under the Loan Agreement. The Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's operations of its business from the use of the Trademarks.

13. The Borrower shall use its best efforts to detect any infringers of the Trademarks and shall notify Lender in writing of infringements detected. The Borrower shall have the duty, through counsel reasonably acceptable to Lender, to prosecute diligently any trademark application of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make application for registration in the USPTO or equivalent governmental office outside the United States of registrable but unregistered Trademarks in such jurisdictions, for such goods and services, and at such times as the Borrower deems necessary in its reasonable business judgment, to file and prosecute opposition and cancellation proceedings as are deemed reasonable and necessary in the Borrower's reasonable business judgment, to file and prosecute lawsuits to enforce the Trademarks as are deemed reasonable and necessary in the Borrower's reasonable business judgment, and to do any and all acts which are deemed necessary or desirable in Borrower's reasonable business judgment to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with such applications or proceedings shall be borne by the Borrower.

14. Lender shall have the right, but shall in no way be obligated, to defend any suit or counterclaim in its own name in order to defend the Trademarks and any license hereunder, in which event the Borrower shall, at the request of Lender, do any and all lawful acts and execute any and all proper documents required by Lender in aid of such defense and the Borrower shall promptly, upon demand, reimburse and indemnify Lender for all reasonable costs and expenses incurred by Lender in the exercise of its rights under this paragraph 14.

15. If the Borrower fails to comply with any of its Obligations hereunder, to the extent permitted by applicable law, Lender may do so in the Borrower's name or in Lender's name, but at the Borrower's expense, and the Borrower agrees to reimburse Lender in full for all reasonable expenses, including attorneys, fees, incurred by Lender in prosecuting, defending or maintaining the Trademarks or Lender's interest therein pursuant to this Agreement.

16. No course of dealing between the Borrower and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan 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 other right, power or privilege.

17. All of Lender's rights and remedies with respect to the Collateral, whether established hereby or by the Loan Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

18. 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 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 his Agreement in any jurisdiction.

19. Any notice to Lender shall be deemed to have been duly given three (3) days after deposited in the mail, first class, postage prepaid, addressed to Lender at 111 West 40th Street, New York, New York 10018 Attn.: Portfolio Manager. Any notice to Borrower hereunder shall be deemed to have been duly given three (3) days after deposited in the mail, first class postage prepaid, addressed to Borrower at the address specified in the introductory paragraph of this Agreement.

20. This Agreement is subject to modification only by a writing signed by the parties hereto except as provided in paragraph 8 hereof.

21. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the successors and assigns of Lender and upon the successors of the Borrower. The Borrower shall not assign its rights or delegate its duties hereunder without the prior written consent of Lender.

22. Time is of the essence of this Agreement. No person or entity, other than the parties hereto, shall be deemed to be a beneficiary hereof or have the right to enforce any of the provisions of this Agreement.

23. At such time as all Obligations have indefeasibly been paid in full and all financing and other facilities of Lender to Borrower terminated, Lender shall cooperate with Borrower in releasing its security interests in the Trademarks.

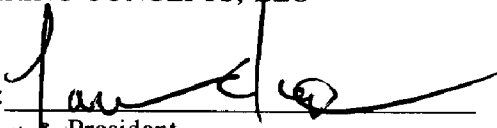
24. This Agreement shall be governed by and construed in accordance with the internal laws of the State of ~~Arizona~~.

New York

25. THE BORROWER AND LENDER EACH WAIVE THE RIGHT TO TRIAL BY JURY IN ANY ACTION, SUIT, PROCEEDING OR COUNTERCLAIM OF ANY KIND ARISING OUT OF OR RELATED TO THIS AGREEMENT OR THE COLLATERAL.

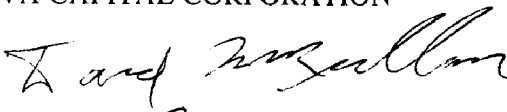
IN WITNESS the execution hereof under seal on the day and year first above written.

CARING CONCEPTS, LLC

By: 
Vice President

Accepted in New York, New York

FINOVA CAPITAL CORPORATION

By: 
Title: VP

STATE OF NEW YORK

COUNTY OF NEW YORK
Queens

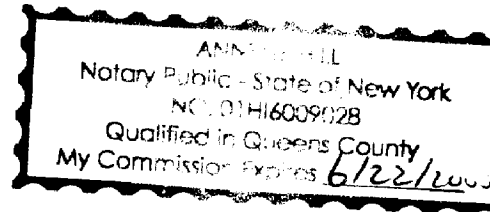
BEFORE ME, the undersigned authority, on this day personally appeared Lawrence Kaplan, the President of CARING CONCEPTS, LLC, to me known to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said limited liability company.

GIVEN UNDER MY AND SEAL OF OFFICE on this 29th day of December, 1998

Annette Hill

Notary Public
My Commission Expires:

[NOTARIAL SEAL]



STATE OF NEW YORK

COUNTY OF NEW YORK
Queens

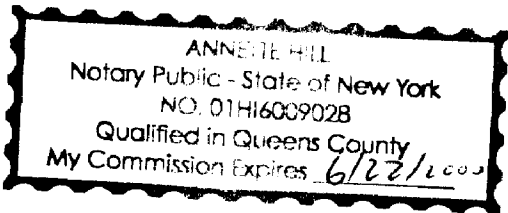
BEFORE ME, the undersigned authority, on this day personally appeared David McMullan of FINOVA CAPITAL CORPORATION known to me to the person whose name is subscribed to the foregoing instrument, and acknowledged to me that he executed the same for the purposes and consideration therein expressed, in the capacity therein stated, and as the act and deed of said corporation.

GIVEN, UNDER MY HAND AND SEAL OF OFFICE on this 29th day of December, 1998.

Annette Hill

Notary Public
My Commission Expires:

[NOTARIAL SEAL]

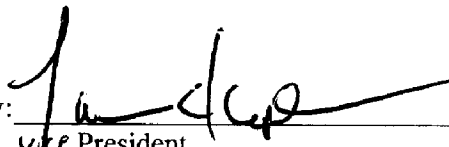


CERTIFICATE

The undersigned officers of CARING CONCEPTS, LLC (the "Borrower"), DO HEREBY CERTIFY to FINOVA CAPITAL CORPORATION ("Lender") that the quality of the products associated with the Trademarks listed on Schedule A of the Trademark Security Agreement dated of event date herewith, between the Borrower and Lender (as amended from time to time to include future trademarks and trademark applications) (the "Agreement"), has been maintained at a level consistent with the quality of such products at the time of the execution of the Agreement.

IN WITNESS WHEREOF, the undersigned has executed this Certificate, this 24th day of December, 1998.

CARING CONCEPTS, LLC

By: 
Vice President

SCHEDULE B

STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that CARING CONCEPTS, LLC, a limited liability company formed under the laws of the State of Delaware with its principal office at 141 W. 36th Street, New York, New York 10018 (hereafter called "Borrower"), pursuant to a Trademark Security Agreement, dated on or about the date hereof (the "Security Agreement"), hereby appoints and constitutes FINOVA CAPITAL CORPORATION, a New York corporation, with offices at 111 West 40th Street, New York, New York 10018 (hereafter called the "Lender"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

- 1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
- 2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Trademark Security Agreement, dated on or about the date hereof, between Borrower and Lender and may not be revoked until the final payment in full of all Obligations as defined in such Trademark Security Agreement.

CARING CONCEPTS, LLC

By: [Signature]
Vice President

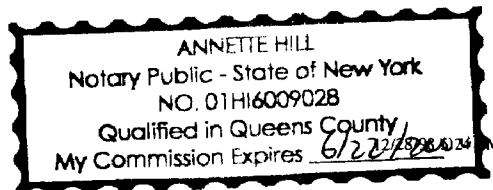
STATE OF NEW YORK)

ss.:

COUNTY OF NEW YORK)
Queens

On this 29th day of December, 1998 before me personally came Lawrence Kaplan, to me known, who, being by me duly sworn, did depose and say that he is the President of CARING CONCEPTS, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said limited liability company.

[Signature]
Notary Public



SCHEDULE A

<u>Trademark</u>	<u>Goods or Services</u>	<u>Int'l Class</u>	<u>Registration No.</u>
Caring Concepts	Health care related clothing	25, 42	1,719,246

18374.1
666666666
12/01/1998 rg

RECORDED: 02/01/1999

TRADEMARK
REEL: 1848 FRAME: 0555