

02-17-1999

COVER SHEET ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings → → → ▼



100965964

and the attached original documents or copy thereof.

88-2-99
MS

To the Honorable Commission

1. Name of conveying party(ies):
 Pacific Connections of California, Inc.
 3600 LaSalle Street
 Ontario, California 91761

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

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

2. Name and address of receiving party(ies):
 Name: LaSalle National Bank
 Internal Address: Suite 425
 Street Address: 135 South LaSalle Street
 City: Chicago State: IL ZIP: 60603

Individual(s) citizenship _____
 Association National
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 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 Amendment No. 1 To Patent, Trademark and Licence Mortgage

Execution Date: January 25, 1999

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

B. Trademark registration No.(s)
2,197,482

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: LaSalle National Bank
 Internal Address: Suite 425
Asset Based Lending
 Attn: Jenine Talib
 Street Address: 135 South LaSalle Street
 City: Chicago State: IL ZIP: 60603

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41):..... \$ 40.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
 (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.

Jenine Talib Jenine Talib 2/9/99
 Name of Person Signing Signature Date

Total number of pages comprising cover sheet: _____

RECEIVED
99 FEB 2 AM 11:55
ASSIGNMENT BRANCH

RECEIVED
99 FEB 2 AM 11:55
ASSIGNMENT BRANCH

2/9/99 11:51/52
0000052 219742

**AMENDMENT NO. 1 TO
PATENT, TRADEMARK AND LICENCE MORTGAGE**

THIS AMENDMENT NO. 1 ("Amendment") to that certain Patent, Trademark and License Mortgage dated as of March 6, 1997 (the "Patent, Trademark and License Mortgage") made by Pacific Connections of California, Inc., a Delaware corporation (the "Borrower") in favor of LaSalle National Bank, with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603 (the "Lender") is made as of 1/25/99, 1999.

WHEREAS, the Borrower and Lender are parties to that certain Loan and Security Agreement dated as of March 6, 1997, as it may be amended from time to time, pursuant to which the Lender has agreed to extend loans and certain other financial accommodations to the Borrower and the Borrower has granted to the Lender a security interest in substantially all of the Borrower's assets, including, without limitation, its trademarks, trademark applications, tradenames, service marks, service mark applications and goodwill (collectively, "Trademarks");

WHEREAS, the Patent, Trademark and License Mortgage was duly recorded in the United States Patent and Trademark Office on July 23, 1997, Reel/Frame #1614/0878, in the form attached hereto as Exhibit 1.

WHEREAS, since the date of the Borrower's execution of the Patent, Trademark and License Mortgage, the Borrower has acquired interests in certain additional Trademarks (the "New Trademarks"); and

WHEREAS, in accordance with Section 5 of the Patent, Trademark and License Mortgage, the parties agree to amend the Patent, Trademark and License Mortgage to confirm the inclusion of such New Trademarks;

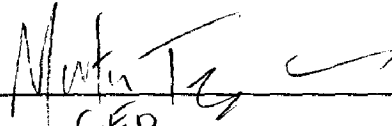
NOW, THEREFORE, for good and valuable consideration, the receipt and legal sufficiency of which are hereby acknowledged, the parties hereto hereby agree to amend the Patent, Trademark and License Mortgage as follows:

1. Schedules. Exhibit B as referred to in the Patent, Trademark and License Mortgage shall be deemed to refer to Exhibit B as amended by the addition of the New Trademarks scheduled on Amendment No. 1 to Exhibit B attached hereto.

2. Effect of Amendment. Except as expressly amended by this Amendment, the terms of the Patent, Trademark and License Mortgage shall remain in full force and effect as executed.

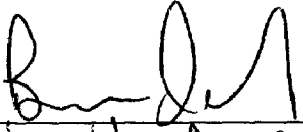
IN WITNESS WHEREOF, the Borrower and the Lender have each caused this Amendment to be duly executed and delivered by an officer thereunto duly authorized as of the date first above written.

**PACIFIC CONNECTIONS OF CALIFORNIA,
INC.**

By 
Its CEO

Agreed and Accepted this 3rd day of
February, 1999

LASALLE NATIONAL BANK

By 
Its Co. Vice President
(m:\ab\liblegal\pacific\loandocs\trade.amend)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

State of California

County of San Bernardino } ss.

On 1/25/99, before me, Margaret Rickman, Notary Public,
Date Name and Title of Officer (e.g., Jane Doe, Notary Public)

personally appeared Martin Terzian
Name(s) of Signer(s)

- personally known to me
- proved to me on the basis of satisfactory evidence

to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/~~she~~/they executed the same in his/~~her~~/their authorized capacity(ies), and that by his/~~her~~/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Margaret Rickman
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent removal and reattachment of this form to another document.

Description of Attached Document

Title or Type of Document: Amendment No. 1 to Patent, Trademark & License Mortgage

Document Date: 1/25/99 Number of Pages: 2

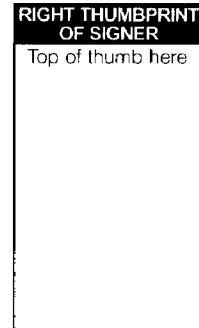
Signer(s) Other Than Named Above: NONE

Capacity(ies) Claimed by Signer

Signer's Name: Martin Terzian

- Individual
- Corporate Officer — Title(s): Chief Executive Officer
- Partner — Limited General
- Attorney in Fact
- Trustee
- Guardian or Conservator
- Other: _____

Signer Is Representing: Pacific Connections of CA, Inc.



ACKNOWLEDGMENT

STATE OF ILLINOIS)
)SS.
COUNTY OF COOK)

I, MARIA A. MERCADO-SIWA, a Notary Public in and for and residing in said County and State, DO HEREBY CERTIFY THAT BRUCE DENBY, the SR. VICE PRESIDENT of LaSalle National Bank, personally known to me to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed and delivered said instrument as his own free and voluntary act and as the free and voluntary act of said corporation for the uses and purposes therein set forth.

GIVEN under my hand and notarial seal this 3rd day of February, 1999.

Maria A. Mercado-Siwa
Notary Public

COOK County, ILLINOIS

My Commission Expires:

1/26/2000



EXHIBIT 1
COPY OF RECORDED PATENT, TRADEMARK AND LICENSE MORTGAGE

TRADEMARK
REEL: 1854 FRAME: 0530



UNITED STATES DEPARTMENT OF COMMERCE
Patent and Trademark Office
ASSISTANT SECRETARY AND COMMISSIONER
OF PATENTS AND TRADEMARKS
Washington, D C. 20231

AUGUST 26, 1997

PTAS

LASALLE NATIONAL BANK
CATHY OAKLEY
135 S. LASALLE STREET, SUITE 425
CHICAGO, IL 60603



100504761A

UNITED STATES PATENT AND TRADEMARK OFFICE
NOTICE OF RECORDATION OF ASSIGNMENT DOCUMENT

THE ENCLOSED DOCUMENT HAS BEEN RECORDED BY THE ASSIGNMENT DIVISION OF THE U.S. PATENT AND TRADEMARK OFFICE. A COMPLETE MICROFILM COPY IS AVAILABLE AT THE ASSIGNMENT SEARCH ROOM ON THE REEL AND FRAME NUMBER REFERENCED BELOW.

PLEASE REVIEW ALL INFORMATION CONTAINED ON THIS NOTICE. THE INFORMATION CONTAINED ON THIS RECORDATION NOTICE REFLECTS THE DATA PRESENT IN THE PATENT AND TRADEMARK ASSIGNMENT SYSTEM. IF YOU SHOULD FIND ANY ERRORS OR HAVE QUESTIONS CONCERNING THIS NOTICE, YOU MAY CONTACT THE EMPLOYEE WHOSE NAME APPEARS ON THIS NOTICE AT 703-308-9723. PLEASE SEND REQUEST FOR CORRECTION TO: U.S. PATENT AND TRADEMARK OFFICE, ASSIGNMENT DIVISION, BOX ASSIGNMENTS, NORTH TOWER BUILDING, SUITE 10C35, WASHINGTON, D.C. 20231.

RECORDATION DATE: 07/23/1997

REEL/FRAME: 1614/0878

NUMBER OF PAGES: 14

BRIEF: PATENT, TRADEMARK AND LICENSE MORTGAGE

ASSIGNOR:

PACIFIC CONNECTIONS OF CALIFORNIA,
INC.

DOC DATE: 03/06/1997
CITIZENSHIP: DELAWARE
ENTITY: CORPORATION

ASSIGNEE:

LASALLE NATIONAL BANK
135 S. LASALLE STREET, SUITE 425
CHICAGO, ILLINOIS 60603

CITIZENSHIP:
ENTITY: NATIONAL ASSOCIATION

APPLICATION NUMBER: 75136897

FILING DATE: 07/19/1996

REGISTRATION NUMBER:

ISSUE DATE:

MARK: 20 WEST LA

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74147469

FILING DATE: 03/14/1991

REGISTRATION NUMBER: 1672605

ISSUE DATE: 01/21/1992

MARK: BREVE

DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

TRADEMARK
REEL: 1854 FRAME: 0531

al APPLICATION NUMBER: 74424060
REGISTRATION NUMBER: 1857701

FILING DATE: 07/28/1993
al ISSUE DATE: 10/11/1994

MARK: BORSETTA *al*
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

al APPLICATION NUMBER: 74353251
REGISTRATION NUMBER: 1799367

FILING DATE: 01/28/1993
al ISSUE DATE: 10/19/1993

MARK: CAPE STONE *al*
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

al APPLICATION NUMBER: 73616505
REGISTRATION NUMBER: 1432955

FILING DATE: 08/25/1986
al ISSUE DATE: 03/17/1987

MARK: COLD WATER CANYON *al*
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73575968
REGISTRATION NUMBER: 1430720 *al*

FILING DATE: 01/02/1986
al ISSUE DATE: 02/24/1987

al MARK: COTTON LOOM /
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74147624
REGISTRATION NUMBER: 1782684 *al*

FILING DATE: 03/14/1991
al ISSUE DATE: 07/20/1993

al MARK: EARTHBOUND
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74456805
REGISTRATION NUMBER: 1857703 *al*

FILING DATE: 11/10/1993
al ISSUE DATE: 10/11/1994

al MARK: EVERYDAY ESSENTIALS!
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74383830
REGISTRATION NUMBER: 1898398 *al*

FILING DATE: 04/28/1993
ISSUE DATE: 06/06/1995

al MARK: INDIAN BANJA
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73549931
REGISTRATION NUMBER: 1407708 *al*

FILING DATE: 07/25/1985
al ISSUE DATE: 09/02/1986

al MARK: PACIFIC CONNECTIONS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74186046
REGISTRATION NUMBER: 1736701 *al*

FILING DATE: 07/18/1991
al ISSUE DATE: 12/01/1992

al MARK: PACIFIC CONNECTIONS
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74236709
REGISTRATION NUMBER: 1718146 *ll*

FILING DATE: 01/10/1992
ISSUE DATE: 09/22/1992 *ll*

ll MARK: PARIS UNDERGROUND
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 73575969
REGISTRATION NUMBER: 1411858 *ll*

FILING DATE: 01/02/1986
ISSUE DATE: 09/30/1986 *ll*

ll MARK: MOHAVE
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74417884
REGISTRATION NUMBER: 1848600 *ll*

FILING DATE: 07/28/1993
ISSUE DATE: 08/09/1994 *ll*

ll MARK: STONE LEATHER LIMITED
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

APPLICATION NUMBER: 74216823
REGISTRATION NUMBER: 1703295 *ll*

FILING DATE: 10/29/1991
ISSUE DATE: 07/28/1992 *ll*

ll MARK: WHITE ORCHID
DRAWING TYPE: WORDS, LETTERS, OR NUMBERS IN TYPED FORM

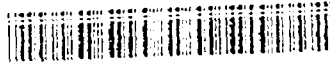
MAURICE CARTER, EXAMINER
ASSIGNMENT DIVISION
OFFICE OF PUBLIC RECORDS

08-07-1997

RECEIVED DEPARTMENT OF COMMERCE
Patent and Trademark Office

JUL 23 1997

Tab settings 0 0 0



100504781

Record original document or copy thereof.

To the Honorable Commissioner of Pat:

1. Name of conveying party(ies):

PACIFIC CONNECTIONS OF CALIFORNIA, INC
1241 OLD TEMESCAL ROAD, #102
CORONA, CA 91719

MRD 07-23-97

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- Other
- Association
- Limited Partnership

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

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

Name: LASALLE NATIONAL BANK

Internal Address: SUITE 425

Street Address: 135 S. LASALLE STREET

City: CHICAGO State: IL ZIP: 60603

- Individual(s) citizenship
- Association NATIONAL
- General Partnership
- Limited Partnership
- Corporation-State
- 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
- Security Agreement
- Other PATENT, TRADEMARK AND LICENSE MORTGAGE
- Merger
- Change of Name

Execution Date: MARCH 6, 1997

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

A. Trademark Application No.(s)

SEE EXHIBIT B TO THE PATENT, TRADEMARK AND LICENSE MORTGAGE ATTACHED HERETO AND MADE A PART HEREOF.

B. Trademark registration No.(s)

SEE EXHIBIT B TO THE PATENT, TRADEMARK AND LICENSE MORTGAGE ATTACHED HERETO AND MADE A PART HEREOF.

Additional numbers attached? Yes No

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

Name: LASALLE NATIONAL BANK

Internal Address: SUITE 425

ATTENTION: CATHY OAKLEY

Street Address: 135 S. LASALLE STREET

CHICAGO, IL 60603

City: CHICAGO State: IL ZIP: 60603

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)

DO NOT USE THIS SPACE

7/23/97 MORGAN 00000059 1672605
40.00 DP
350.00 DP

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.

Cathy Oakley
Name of Person Signing

Cathy Oakley
Signature

7/22/97
Date

TRADEMARK

EXHIBIT B

TRADEMARKS

REGISTERED TRADEMARKS

<u>NAME</u>	<u>REGISTRATION NUMBER</u>	<u>DATE REGISTERED</u>	<u>EXPIRATION</u>
BREVE	1672505	1/21/92	Jan-98
BORSETTA	1857701	10/11/94	Oct-00
CAPE STONE	1799367	10/19/93	Oct-99
COLDWATER CANYON	1432955	3/17/87	Mar-07
COTTON LOOM	1430720	2/24/87	Feb-07
EARTHSOUND	1782584	7/20/93	Jul-99
EVERYDAY ESSENTIALS	1857703	10/11/94	Oct-00
INDIAN BANJA	1898398	9/30/86	Jun-01
PACIFIC CONNECTIONS (HANDBAGS)	1407708	9/2/86	Sep-06
PACIFIC CONNECTIONS (SWIMWEAR)	1736701	12/1/92	Dec-98
PARIS UNDERGROUND	1719145	9/22/92	Sep-98
MOHAVE	1411858	9/30/86	Sep-86
STONE LEATHER LIMITED	1849500	8/9/94	Aug-00
WHITE ORCHID	1703295	7/28/92	Jul-98

20 WEST LA

PENDING

SERIAL NUMBER 75/136897

PATENT, TRADEMARK AND LICENSE MORTGAGE

THIS PATENT, TRADEMARK AND LICENSE MORTGAGE (the "Mortgage") made as of this ✓ 6 day of ✓ MARCH, 1997, by Pacific Connections of California, Inc., a Delaware corporation having an address at 1241 Old Temescal Road, #102, Corona, California 91719 ("Mortgagor"), in favor of LaSalle National Bank, with an office at 135 South LaSalle Street, Chicago, Illinois 60603-4105 ("Mortgagee"):

WITNESSETH:

WHEREAS, Mortgagor and Mortgagee are parties to a certain [Security Agreement (the "Security Agreement") and other related loan documents of even date herewith] (collectively, with the Security Agreement, the "Loan Agreements"), which Loan Agreements provide (i) for Mortgagee to, from time to time, extend credit to or for the account of Mortgagor and (ii) for the grant by Mortgagor to Mortgagee of a security interest in certain of Mortgagor's assets, including, without limitation, its patents, patent applications, trademarks, trademark applications, tradenames, service marks, service mark applications, goodwill and licenses;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, the receipt, sufficiency and adequacy of which are hereby acknowledged, Mortgagor agrees as follows:

1. Capitalized Terms. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreements.

2. Mortgage of Patents, Trademarks and Licenses. To secure the complete and timely satisfaction of all of Mortgagor's "Liabilities" (as defined in the Security Agreement), Mortgagor hereby grants, bargains, assigns, mortgages, pledges, sells, creates a security interest in, transfers, and conveys to Mortgagee, 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 law or by the specific license agreements, upon the occurrence of an "Event of Default" (as defined in the Security Agreement) all of Mortgagor's right, title and interest in and to all of its now existing and hereafter created or acquired:

(i) patents and patent applications, including, without limitation, the inventions and improvements described and claimed therein, and those patents listed on Exhibit A attached hereto and hereby made a part hereof, and (a) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (b) all income, damages and payments now and hereafter

due or payable under or with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing patents and applications, together with the items described in clauses (a)-(d) of this subsection 2(i), are sometimes hereinafter referred to individually as a "Patent" and, collectively, as the "Patents");

(ii) trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark applications, including, without limitation, the trademarks, tradenames, service marks and applications and registrations thereof listed on Exhibit B attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (all of the foregoing trademarks, tradenames and tradestyles, service marks and applications and registrations thereof, together with the items described in clauses (a)-(d) of this subsection 2(ii), are sometimes hereinafter referred individually as a "Trademark", and, collectively, as the "Trademarks");

(iii) all license agreements with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other tradename or tradestyle between Mortgagor and any other party, whether Mortgagor is a licensor or licensee under any such license agreement, including, without limitation, the licenses listed on Exhibit C attached hereto and hereby made a part hereof (all of the foregoing license agreements and Mortgagor's rights thereunder are referred to collectively as the "Licenses"); and

(iv) the goodwill of Mortgagor's business connected with and symbolized by the Trademarks.

3. Warranties and Representations. Mortgagor warrants and represents to Mortgagee that:

(i) The Patents, Trademarks and Licenses have not been adjudged invalid or unenforceable and have not been canceled, in whole or in part and are presently subsisting;

(ii) Each of the Patents, Trademarks and Licenses is valid and enforceable;

(iii) Mortgagor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any liens, charges and encumbrances, including without limitation licenses, shop rights and covenants by Mortgagor not to sue third persons;

(iv) Mortgagor has adopted, used and is currently using all of the Trademarks;

(v) Mortgagor has no notice of any suits or actions commenced or threatened with reference to the Patents, Trademarks or Licenses; and

(vi) Mortgagor has the right to execute and deliver this Mortgage and perform its terms and has entered into or will enter into written agreements with each of its present and future employees, agents and consultants which will enable it to comply with the covenants contained herein.

4. Restrictions on Future Agreements. Mortgagor agrees that until Mortgagor's Liabilities shall have been satisfied in full and the Loan Agreements shall have been terminated, Mortgagor shall not sell or assign its interest in, or grant any license under, the Patents, Trademarks or Licenses, or enter into any other agreement with respect to the Patents, Trademarks or Licenses which is inconsistent with Mortgagor's obligations under this Mortgage, without the prior written consent of Mortgagee, and Mortgagor further agrees that it shall not take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (solely with respect to the Patents and the Tradenames), which would affect the validity or enforcement of the rights transferred to Mortgagee under this Mortgage.

5. New Patents, Trademarks, and Licenses. Mortgagor represents and warrants that, to the best of Mortgagor's knowledge, the Patents, Trademarks and Licenses listed on Exhibits A, B and C, respectively, constitute all of the Patents, Trademarks, and Licenses now owned by Mortgagor. If, before Mortgagor's Liabilities shall have been satisfied in full or before the Loan Agreements have been terminated, Mortgagor shall (i) become aware of any existing Patents, Trademarks or Licenses of which Mortgagor has not previously informed Mortgagee, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses, or (iii) become entitled to the benefit of any Patents, Trademarks, or Licenses or any improvement on any Patent, the provisions of

this Mortgage above shall automatically apply thereto and Mortgagor shall give to Mortgagee prompt written notice thereof. Mortgagor hereby authorizes Mortgagee to modify this Mortgage by amending Exhibits A, B and C, as applicable, to include any such Patents, Trademarks and Licenses.

6. Royalties; Terms. The term of the mortgages granted herein shall extend until the earlier of (i) the expiration of each of the respective Patents, Trademarks and Licenses assigned hereunder, and (ii) Mortgagor's Liabilities have been paid in full and the Loan Agreements have been terminated. Upon the occurrence of an Event of Default, Mortgagor agrees that the use by Mortgagee of all Patents, Trademarks and Licenses shall be worldwide and without any liability for royalties or other related charges from Mortgagee to the Mortgagor.

7. Grant of License to Mortgagor. Unless and until an Event of Default shall have occurred, Mortgagor retains the exclusive, nontransferable right and license to use the Trademarks in the ordinary course of its business, to exercise Mortgagee's rights under the Licenses, and to make, have made, use and sell the inventions disclosed and claimed in the Patents for Mortgagor's own benefit and account and for none other. Mortgagor shall use the Trademarks only on goods of at least as high quality as the goods on which Mortgagor or its predecessor used the goods prior to the date hereof. Mortgagor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Mortgagor in this Section 7, without the prior written consent of Mortgagee. From and after the occurrence of an Event of Default, Mortgagor's right to retain the Patents, Trademarks and Licenses set forth in this Section 7 shall terminate forthwith, and Mortgagee shall have, in addition to all other rights and remedies given it by this Mortgage, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any of the jurisdictions in which the Patents, Trademarks or Licenses may be located.

8. Mortgagee's Right to Inspect. Mortgagee shall have the right, at any time and from time to time during normal business hours and prior to payment in full of Mortgagor's Liabilities and termination of the Loan Agreements, to inspect Mortgagor's premises and to examine Mortgagor's books, records and operations, including, without limitation, Mortgagor's quality control processes. Mortgagor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of said products as of the date hereof and (ii) to provide Mortgagee, upon Mortgagee's request from time to time, with a certificate of an officer of Mortgagor certifying Mortgagor's compliance with the foregoing. Upon the occurrence of an Event of Default, Mortgagor agrees that Mortgagee, or a conservator appointed by Mortgagee, shall have the right to establish such additional product quality controls as Mortgagee, or said conservator, in its sole

judgment, may deem necessary to assure maintenance of the quality of products sold by Mortgagor under the Trademarks.

9. Release of Mortgage. This Mortgage is made for collateral purposes only. Upon payment in full of Mortgagor's Liabilities and termination of the Loan Agreements, Mortgagee shall execute and deliver to Mortgagor all deeds, assignments and other instruments, and shall take such other actions, as may be necessary or proper to re-vest in Mortgagor full title to the Patents, Trademarks, and Licenses, subject to any disposition thereof which may have been made by Mortgagee pursuant hereto or pursuant to the Loan Agreements.

10. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Mortgagor. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' and paralegals' fees and legal expenses, incurred by Mortgagee in connection with 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 in protecting, maintaining or preserving the Patents, Trademarks and Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and Licenses, shall be borne by and paid by Mortgagor on demand by Mortgagee and until so paid shall be added to the principal amount of Mortgagor's Liabilities and shall bear interest at the rate for "Revolving Loans" (as defined in the Security Agreement).

11. Duties of Mortgagor. Mortgagor shall have the duty (i) to prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or thereafter until Mortgagor's Liabilities shall have been paid in full, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as appropriate, and to the extent commercially reasonable, (iii) to preserve and maintain all rights in the Patents, Trademarks and Licenses, and (iv) to ensure that the Patents, Trademarks and Licenses are and remain enforceable. Any expenses incurred in connection with Mortgagor's obligations under this Section 11 shall be borne by Mortgagor. Mortgagor shall not abandon any right to file a patent, trademark or service mark application, or abandon any pending patent application, or any other Patent, Trademark or License without the consent of Mortgagee.

12. Mortgagee's Right to Sue. After the occurrence of an Event of Default, Mortgagee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Patents, Trademarks and Licenses, and, if Mortgagee shall commence any such suit, Mortgagor shall, at the request of Mortgagee, do any and all lawful acts and execute any and all proper documents required by Mortgagee in aid of such enforcement and Mortgagor shall promptly, upon demand, reimburse and indemnify Mortgagee for all

reasonable costs and expenses incurred by Mortgagee in the exercise of its rights under this Section 12.

13. Waivers. No course of dealing between Mortgagor and Mortgagee, nor any failure to exercise, nor any delay in exercising, on the part of Mortgagee, any right, power or privilege hereunder or under the Loan Agreements 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.

14. Severability. The provisions of this Mortgage 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 this Mortgage in any jurisdiction.

15. Modification. This Mortgage cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto.

16. Cumulative Remedies; Power of Attorney; Effect on Financing Agreement. All of Mortgagee's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby or by the Loan Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Upon the occurrence of an Event of Default, Mortgagor hereby authorizes Mortgagee to make, constitute and appoint any officer or agent of Mortgagee as Mortgagee may select, in its sole discretion, as Mortgagor's true and lawful attorney-in-fact, with power to (i) endorse Mortgagor's name on all applications, documents, papers and instruments necessary or desirable for Mortgagee in the use of the Patents, Trademarks and Licenses, or (ii) take any other actions with respect to the Patents, Trademarks and Licenses as Mortgagee deems to be in the best interest of Mortgagee, or (iii) grant or issue any exclusive or non-exclusive license under the Patents, Trademarks or Licenses to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks or Licenses to anyone. Mortgagee hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until Mortgagor's Liabilities shall have been paid in full and the Security Agreement, including any amendments thereto, has been terminated. Mortgagor acknowledges and agrees that this Mortgage is not intended to limit or restrict in any way the rights and remedies of Mortgagee under the Loan Agreements but rather is intended to facilitate the exercise of such rights and remedies. Mortgagee shall have, in .

addition to all other rights and remedies given it by the terms of this Mortgage and the Loan Agreements, 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 Patents, Trademarks or Licenses may be located.

17. Binding Effect; Benefits. This Mortgage shall be binding upon the Mortgagor and its respective successors and assigns, and shall inure to the benefit of Mortgagee, its successors, nominees and assigns.

18. Governing Law. This Mortgage shall be governed by and construed in accordance with the internal laws of the State of Illinois.

19. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.

20. Further Assurances. Mortgagor agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Mortgagee shall reasonably request from time to time in order to carry out the purpose of this Mortgage and agreements set forth herein.

21. Survival of Representations. All representations and warranties of Mortgagor contained in this Mortgage shall survive the execution and delivery of this Mortgage and shall be remade on the date of each borrowing under the Loan Agreements.

IN WITNESS WHEREOF, Mortgagor has duly executed this Mortgage in favor of Mortgagee as of the date first written above.

ATTEST:

Pacific Connections of California, Inc.,

By _____

By X Martin Tenjica

Title _____

Title X CEO

Agreed and Accepted this
6 day of MARCH, 1997

LaSalle National Bank

By [Signature]

Title [Signature]

THIS INSTRUMENT PREPARED BY AND
AFTER FILING RETURN TO:

Steven Fenton, Esq.
LaSalle National Bank
135 South LaSalle Street
Chicago, Illinois 60603-4105

EXHIBIT A

Patents

NONE

EXHIBIT B

TRADEMARKS

REGISTERED TRADEMARKS

<u>NAME</u>	<u>REGISTRATION NUMBER</u>	<u>DATE REGISTERED</u>	<u>EXPIRATION</u>
BREVE	1672605	1/21/92	Jan-98
BORSETTA	1857701	10/11/94	Oct-00
CAPE STONE	1799367	10/19/93	Oct-99
COLDWATER CANYON	1432955	3/17/87	Mar-07
COTTON LOOM	1430720	2/24/87	Feb-07
EARTHSOUND	1782684	7/20/93	Jul-99
EVERYDAY ESSENTIALS	1857703	10/11/94	Oct-00
INDIAN BANJA	1898398	9/30/86	Jun-01
PACIFIC CONNECTIONS (HANDBAGS)	1407708	9/2/86	Sep-06
PACIFIC CONNECTIONS (SWIMWEAR)	1736701	12/1/92	Dec-98
PARIS UNDERGROUND	1718146	9/22/92	Sep-98
MOHAVE	1411858	9/30/86	Sep-06
STONE LEATHER LIMITED	1848600	8/9/94	Aug-00
WHITE ORCHID	1703295	7/28/92	Jul-98
20 WEST LA	PENDING	SERIAL NUMBER 75/136897	

EXHIBIT C

Licenses

NONE

(m:\dept\abl\fenton\closed\std-1\20) 8/96

AMENDMENT NO. 1 TO EXHIBIT B

EXHIBIT B

TRADEMARKS

REGISTERED TRADEMARKS

<u>NAME</u>	<u>REGISTRATION NUMBER</u>	<u>DATE REGISTERED</u>	<u>EXPIRATION</u>
BREVE	1672505	1/21/92	Jan-98
BORSETTA	1857701	10/11/94	Oct-00
CAPE STONE	1799367	10/19/93	Oct-99
COLDWATER CANYON	1432955	3/17/87	Mar-07
COTTON LOOM	1430720	2/24/87	Feb-07
EARTHSOUND	1782684	7/20/93	Jul-99
EVERYDAY ESSENTIALS	1857703	10/11/94	Oct-00
INDIAN SANJA	1898398	9/30/86	Jun-01
PACIFIC CONNECTIONS (HANDBAGS)	1407708	9/2/86	Sep-06
PACIFIC CONNECTIONS (SWIMWEAR)	1736701	12/1/92	Dec-98
PARIS UNDERGROUND	1718146	9/22/92	Sep-98
MOHAVE	1411858	9/30/86	Sep-06
STONE LEATHER LIMITED	1849500	8/9/94	Aug-00
WHITE ORCHID	1703295	7/28/92	Jul-98
20 WEST LA	PENDING	SERIAL NUMBER 75/136897	

NEW TRADEMARK

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
Pine Mountain	2,197,482	10/20/98