

ONLY

08-10-1999

Tab settings **DDD** *Cork*
To the Honorable Commis



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and the attached original documents or copy thereof.

1. Name of conveying party(ies)

Rosedale Wilson, Inc.

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

- Association
- Limited Partnership

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

3. Nature of conveyance: **4-28-99**

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

Execution Date: 05/06/98

Name and address of receiving party(ies)

Name: General Electric Capital Corporation,
as Agent

Internal Address: Suite 2700

Street Address: 10 S. LaSalle Street

City: Chicago State: IL Zip: 60603

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

If assignee is not domiciled in the United States, a domestic 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)

1,345,221

Additional numbers attached? Yes No

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

Name: Meredith A. Parsons

Internal Address: Suite 5800

05/03/1999 BNGUYEN 00000215 1345221

01 FC:481 40.00 UP

Street Address: 233 S. Wacker Drive

City: Chicago State: IL ZIP: 60606

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40

- Enclosed
- Authorized to be charged to deposit

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.

Meredith A. Parsons
Name of Person Signing

Meredith A. Parsons
Signature

4/23/99
Date

Total number of pages including cover sheet, attachments, and document: 1

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

MD
8-17-98

11-20-1998

SHEET

Tab settings DDD

To the Honorable Commissioner of Patents



100904879

original documents or copy thereof.

1. Name of conveying party(ies):

Rosedale Wilsons, Inc.

- Individual(s)
- General Partnership
- Corporation-State Minnesota
- 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: 05/06/98

2. Mailing and address of receiving party(ies)

Name: General Electric Capital Corporation, as Agent

Internal Address: Suite 2700

Street Address: 10 S. LaSalle Street

City: Chicago State: IL Zip: 60603

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

If assignee is not domiciled in the United States, a domestic 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)

1,345,222
1,389,016

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: Meredith A. Parsons

Internal Address: Suite 5800

08/19/1998 TSHARR77 00000013 1345222

01 FC:481 40.00 DP
02 FC:482 25.00 DP

Street Address: LaHam & Watkins
233 S. Wacker Drive

City: Chicago State: IL Zip: 60606

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41) \$ 65

- Enclosed
- Authorized to be charged to deposit

B. 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.

Meredith A. Parsons
Name of Person Signing

Meredith A. Parsons
Signature

8/14/98
Date

Total number of pages including cover sheet, attachments, and document: 2

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

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of May 6, 1998, by ROSEDALE WILSONS, INC., a Minnesota corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of May 25, 1996, by and among Wilsons Leather Holdings, Inc. ("Borrower"), the Persons named therein as Loan Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower and guaranteed by Credit Parties;

WHEREAS, Grantor and other Credit Parties have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of May 25, 1996 (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

<u>Mark</u>	<u>Reg. No.</u>	<u>Date</u>
<u>Trademarks</u>		
1. The Wallet Works	1,389,016	04/08/86
2. The Wallet Works	1,345,222	06/25/85
3.		
4.		
5.		

Trademark Applications

- 1.
- 2.
- 3.
- 4.
- 5.

Re: 11-20-98

LATHAM & WATKINS

HONG KONG OFFICE
23RD FLOOR
STANDARD CHARTERED BANK BUILDING
4 DES VOEUX ROAD CENTRAL, HONG KONG
TELEPHONE + 852-2905-6400
FAX + 852-2905-6940

LONDON OFFICE
ONE ANGEL COURT
LONDON EC2R 7HJ ENGLAND
TELEPHONE + 44-171-374 4444
FAX + 44-171-374 4460

LOS ANGELES OFFICE
633 WEST FIFTH STREET, SUITE 4000
LOS ANGELES, CALIFORNIA 90071-2007
TELEPHONE (213) 485-1234
FAX (213) 891-8763

MOSCOW OFFICE
ULITSA GASHEKA, 7, 9TH FLOOR
MOSCOW 125047, RUSSIA
TELEPHONE + 7-095 785-1234
FAX + 7-095 785-1235

NEW JERSEY OFFICE
ONE NEWARK CENTER, 16TH FLOOR
NEWARK, NEW JERSEY 07101-3174
TELEPHONE (973) 639-1234
FAX (973) 639-7298

NEW YORK OFFICE
885 THIRD AVENUE, SUITE 1000
NEW YORK, NEW YORK 10022-4802
TELEPHONE (212) 906-1200
FAX (212) 751-4864

ATTORNEYS AT LAW
SEARS TOWER, SUITE 5800
CHICAGO, ILLINOIS 60606
TELEPHONE (312) 876-7700
FAX (312) 993-9767

PAUL R. WATKINS (1899 - 1973)
DANA LATHAM (1898 - 1974)

ORANGE COUNTY OFFICE
650 TOWN CENTER DRIVE, SUITE 2000
COSTA MESA, CALIFORNIA 92626-1925
TELEPHONE (714) 540-1235
FAX (714) 755-8290

SAN DIEGO OFFICE
701 "B" STREET, SUITE 2100
SAN DIEGO, CALIFORNIA 92101-8197
TELEPHONE (619) 236-1234
FAX (619) 696-7419

SAN FRANCISCO OFFICE
505 MONTGOMERY STREET, SUITE 1900
SAN FRANCISCO, CALIFORNIA 94111-2562
TELEPHONE (415) 391-0600
FAX (415) 395-8095

SILICON VALLEY OFFICE
75 WILLOW ROAD
MENLO PARK, CALIFORNIA 94025-3656
TELEPHONE (650) 328-4600
FAX (650) 463-2600

TOKYO OFFICE
INFINI AKASAKA, 8-7-15, AKASAKA, MINATO-KU
TOKYO 107, JAPAN
TELEPHONE +813-3423-3970
FAX +813-3423-3971

WASHINGTON, D.C. OFFICE
1001 PENNSYLVANIA AVE., N.W., SUITE 1300
WASHINGTON, D.C. 20004-2505
TELEPHONE (202) 637-2200
FAX (202) 637-2201

FILE NO. 025646-0006

November 19, 1998

VIA FEDERAL EXPRESS

Mr. Steven Post
U.S. Patent and Trademark Office
Assignment Division
Box Assignments/CG-A
1213 Jefferson Davis Highway
Suite 320
Washington, DC 20231

Re: Trademark Security Agreement dated as of May 6, 1998 by Rosedale Wilsons, Inc. in favor of General Electric Capital Corporation, as Agent

Dear Mr. Post:

I am returning to you the above document for recordation.

Sincerely,



Meredith A. Parsons
Legal Assistant

Enclosures

CH_DOCS\127234.1

ASSIGNMENT DIV.
NOV 23 1998