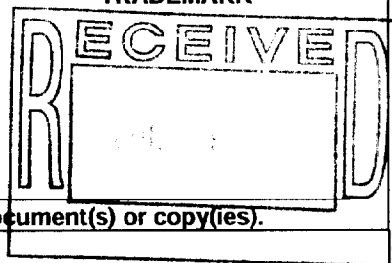


07-13-1999



101088339



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

New **7-9-99**

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment

Merger

Change of Name

Other

Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

07/12/1999 DNGUYEN 00000229 1146445

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 350.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001926 FRAME: 0070

Domestic Representative Name and Address

Enter for the first Receiving Party only.

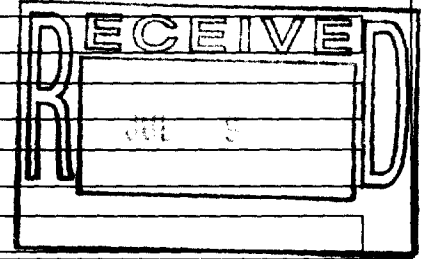
Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)



Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1146445"/>	<input type="text" value="1475978"/>	<input type="text" value="181556"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1322278"/>	<input type="text" value="1237443"/>	<input type="text" value="1186905"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1207348"/>	<input type="text" value="1290229"/>	<input type="text" value="870132"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

LORAA.Moffatt Signature

7/9/99 Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75652689"/>	<input type="text" value="75652694"/>	<input type="text"/>
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<input type="text" value="582953"/>	<input type="text" value="1869049"/>	<input type="text" value="1795929"/>
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") dated as of June 29, 1999, by and between WUNDIES ENTERPRISES, INC., a Delaware corporation, WUNDIES, INC., a Delaware corporation, and WUNDIES INDUSTRIES, INC., a Delaware Corporation (the "Grantors"), and PNC BANK, NATIONAL ASSOCIATION, ("PNC"), as Agent (PNC, in such capacity, the "Agent") for itself and the other lenders (PNC and such other lenders, collectively, the "Lenders") as are, or may from time to time become, parties to the Revolving Credit, Term Loan and Security Agreement dated as of even date herewith among the Grantors, and In Touch Communications, Inc. (collectively, the "Borrowers"), the Agent and the Lenders (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement").

WITNESSETH:

RECITALS.

A. Each of the Grantors owns and uses certain Trademarks (as herein defined) and Trademark Licenses (as herein defined) which are registered in, or applications for registration of which have been filed in, the United States Patent and Trademark Office, or in equivalent offices of foreign countries, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

B. The Lenders propose to make certain loans to the Borrowers pursuant to the Credit Agreement (capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement); and

C. Pursuant to the Credit Agreement, the Borrowers have assigned, conveyed, mortgaged, pledged, hypothecated and granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in the property described therein, including, without limitation, (a) all of the Grantors' General Intangibles including all of the Trademarks (as herein defined) and all of Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or arising, or in which each of the Grantors now has or hereafter acquires rights and wherever located; and (b) all products and proceeds any of the foregoing, as security for all of the Obligations; and

D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lenders have required that each of the Grantors enter into this Agreement and grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in the Property (as herein defined);

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

I. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark Licenses” means any written agreement or license now or hereafter in existence granting to any of the Grantors any right to use any Trademarks, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following now or hereafter in existence, now or hereafter owned by the Grantors, or in which the Grantor now or hereafter acquire any rights, title or interest, including without limitation due to estoppel or prior use: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, service marks, logos, other source or business identifiers, and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations thereof, and all applications for registrations thereof (excluding intent to use applications prior to the filing of a Statement of Use or an Amendment to allege use), including, without limitation, registrations thereof and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof, including, without limitation, those listed on Schedule I attached hereto together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all reissues, extensions or renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Grantors hereby assign, grant and convey a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in all of its rights, title and interest in, to and under the following (collectively, the “Property”):

(a) all Trademarks now or hereafter owned by any of the Grantors or in which the Grantors now have or hereafter acquire rights and wherever located and the goodwill of the business of the Grantors relating thereto or represented thereby, including, without limitation, each Trademark listed to in Schedule I hereto; and

(b) all Trademark Licenses now or hereafter held by any of the Grantors or in which the Grantors now have or hereafter acquire rights and wherever located, including, without limitation, the Trademark Licenses, listed in Schedule I hereto to the fullest extent permitted thereunder by such Trademark Licenses; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by any of the Grantors against third parties for past, present or future infringement of any of the Trademarks or breach of any of the Trademark Licenses,

including, without limitation, all Trademarks or Trademark Licenses referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment, grant and conveyance under this Section 2 shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Credit Agreement and by law with respect to the realization upon its security interest in the Property, and until such time the Grantors shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantors' businesses, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest herein granted in such Property except as expressly permitted by the Credit Agreement.

3. The Grantors hereby acknowledge and affirm the representations, warranties and covenants of the Grantors with respect to the Property and the rights and remedies of the Agent with respect to the security interest in the Property made and granted hereby and as more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

In addition, the Grantors covenant, represent and warrant that as of the date of this Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) To each of the Grantors' knowledge, there is no outstanding claim, pending or threatened in writing, that the use by any of the Grantors of any of the Trademarks infringes the intellectual property rights of any third person;

(d) To each of the Grantors' knowledge, the Grantors are the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, and covenants by the Grantors not to sue third persons) , except for the Trademark Licenses referred to in Schedule I attached hereto, or as expressly permitted by the Credit Agreement.

(e) Each of the Grantors have the right to enter into this Agreement and perform its terms; and

(f) Each of the Grantors have used, and will continue to use for the duration of this Agreement where commercially reasonable, proper statutory notice, where appropriate, in connection with its use of the Trademarks.

4. The Grantors acknowledge and affirm, and incorporate herein by reference, the indemnification provisions set forth in paragraph 16.5 of the Credit Agreement. In addition to the indemnification provisions of paragraph 16.5 of the Credit Agreement, Grantors also covenant, represent and warrant that:

(a) each of the Grantors assume all responsibility and liability arising from the use of the Trademarks, and each of the Grantors hereby indemnify and hold the Agent and each Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of the Grantors' operations of its businesses arising from the use of the Trademarks; and

(b) in any suit, proceeding or action brought by the Agent under any of the Trademark Licenses for any sum owing thereunder, or to enforce any provisions of such Trademark Licenses, the Grantors will indemnify and keep the Agent and each Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of the Grantors' of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Grantors, and all such obligations of the Grantors shall be and remain enforceable against and only against the Grantors and shall not be enforceable against Agent or any Lender.

5. The Grantors acknowledge and affirm, and incorporate herein by reference, the inspection of premises provisions set forth in paragraph 4.10 of the Credit Agreement. In addition to the indemnification provisions of paragraph 4.10 of the Credit Agreement, Grantors also covenant, represent and warrant that: (I) Absent the existence of a Default, upon one Business Days' prior notice and during regular business hours, and (II) at all times during the existence of a Default, each of the Grantors hereby grants to the Agent and its employees and agents the right to visit, inspect and audit the Grantors' plants and facilities which manufacture, inspect or store products sold under any of the Trademarks and Trademark Licenses, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. The Grantors shall use its best efforts to do any and all acts required by the Agent to ensure the Grantors' compliance with this Agreement.

6. (a) If, before the Obligations shall have been paid in full, the Grantors shall obtain rights to any new Trademarks, (including, but not limited to, Intent to Use applications if a Statement of Use or an Amendment To Allege Use has been filed with the U.S. Patent and Trademark Office) the provisions of the Agreement shall automatically apply thereto and the Grantor shall give the Agent prompt written notice thereof.

(b) The Grantors grant the Agent a power-of-attorney, irrevocable so long as the Credit Agreement is in existence, to modify this Agreement by amending Schedule I to include any future Property.

7. The Grantors covenant and agree with the Agent that from and after the date of this Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. The Grantors acknowledge and confirm, and incorporate herein by reference the execution of supplemental instruments provisions set forth in paragraph 6.8 of the Credit Agreement. In addition to the provisions of paragraph 6.8 of the Credit Agreement, Grantors also covenant, represent and warrant that at any time and from time to time, upon the written request of the Agent, each of the Grantors will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Agent 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 Uniform Commercial Code with respect to the liens and security interests granted hereby. Each of the Grantors also hereby authorizes the Agent to file any such financing or continuation statement without the signature of any of the Grantors to the extent permitted by applicable law. If any amount payable under or in connection with any of the Property shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to the Agent hereunder, duly endorsed in a manner satisfactory to the Agent.

(b) Maintenance of Trademarks. Each of the Grantors will not do any act, or omit to do any act, whereby the Trademarks or the Trademark Licenses may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value except where each of the Grantors deems such action or omission to be, in the exercise of their reasonable business judgment, commercially reasonable, and shall notify the Agent immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Each of the Grantors shall, in exercising its reasonable business judgment, 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 of the Trademarks in connection with the Trademark Licenses set forth in Schedule I.

8. Each of the Grantors will not, except where it deems such action or omission to be, in the exercise of its reasonable business judgment, commercially reasonable: (i) amend, modify, terminate or waive any provision of any of the Trademark Licenses in any manner which might materially adversely affect the value of such Trademark Licenses or the Trademarks, without the written consent of the Agent, (ii) fail to exercise promptly and diligently each and every material right which it may have under each of the Trademark Licenses (other than any right of termination), without the prior written consent of the Agent, or (iii) fail to deliver to the Agent a copy of each material demand, notice or document sent or received by it relating in any way to any Trademark Licenses or Trademarks.

9. Each of the Grantors will advise the Agent promptly, in reasonable detail: (a) of any lien or claim made or asserted against any of the Property, (b) of any material change in the composition of the Property, and (c) of the occurrence of any other event which would have a material adverse effect on the value of any of the Property or on the security interests created hereunder.

10. (a) The Grantors acknowledge and affirm, and incorporate herein by reference, the collection of receivables provisions set forth in paragraph 4.15(f) of the Credit Agreement. In addition to the provisions of paragraph 4.15(f), Grantors also covenant, represent and warrant that

each of the Grantors hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of any of the Grantors and in the name of any of the Grantors or in its own name, from time to time in the Agent's discretion, for the purposes of carrying out the terms of this Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Agreement and, without limiting the generality of the foregoing, hereby gives the Agent the power and right, on behalf each of the Grantors, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any of the Trademark Licenses and, in the name of any of the Grantors or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any of the Trademark Licenses and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any of the Trademark Licenses whenever payable;

(ii) To pay or discharge subject to Section 4.13 of the Credit Agreement, and upon an Event of Default any taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Property, to effect any repairs or any insurance called for by the terms of this Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Trademark Licenses to make payment of any and all moneys due and to become due thereunder directly to the Agent or as the Agent shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Property; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Property or any part thereof and to enforce any other right in respect of any Property; (D) to defend any suit, action or proceeding brought against any of the Grantors with respect to any Property; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Property as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option all acts and things which the Agent deems necessary to protect, preserve or realize upon the Property and the Agent's security interest therein, in order to effect the intent of this Agreement, all as fully and effectively as the Grantors might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, each of the Grantors further agrees to execute any additional documents which the Agent may require in order to confirm this power of attorney, or which the Agent may deem necessary to enforce any of its rights contained in this Agreement.

(b) The powers conferred on the Agent hereunder are solely to protect its interests in the Property and shall not impose any duty upon it to exercise any such powers. The Agent 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 any of the Grantors for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Each of the Grantors also authorize the Agent to execute, in connection with any sale provided for in this Trademark Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Property.

(d) Concurrently with the execution and delivery hereof, each of the Grantors is executing and delivering to the Agent, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Property pursuant to this Agreement.

11. Grantors acknowledge and affirm, and incorporate herein by reference, the expenses provisions set forth in paragraph 16.9 of the Credit Agreement. In addition to the provisions of paragraph 16.9, the Grantors also covenant, represent and warrant that if any of the Grantors fail to perform or comply with any of its agreements contained herein and the Agent, as provided for by the terms of this Agreement, shall perform or comply, or otherwise cause performance or compliance, with such agreements, the expenses of the Agent incurred in connection with such performance or compliance shall be payable by such Grantor to the Agent on demand and shall constitute Obligations secured hereby.

12. This Agreement shall terminate upon termination of the Credit Agreement in accordance with the provisions thereof. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Grantors any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from any of the Grantors, the Agent shall, at the expense of such Grantor, execute and deliver to such Grantor all deeds, assignments and other instruments as may be necessary or proper in the reasonable judgment of such Grantor in order to evidence such termination, subject to any disposition of the Property which may have been made by the Agent pursuant hereto or pursuant to the Credit Agreement.

13. THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, APPLIED TO CONTRACTS TO BE PERFORMED WHOLLY WITHIN THE STATE OF NEW YORK.

14. To the extent that any terms of this Agreement are expressly contradicted by the terms of the Credit Agreement, the terms of the Credit Agreement will apply.

[Signatures on Following Pages]

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

WUNDIES ENTERPRISES, INC.

By: *Steven C. Lockuff*
Name: STEVEN C. LOCKUFF
Title: CHIEF FINANCIAL OFFICER

STATE OF NEW YORK
) ss.:
COUNTY OF NEW YORK

On the 30th day of June, 1999 before me personally came Steven C. Lockuff, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the CFO of Wundies Enterprises, Inc., who being by me duly sworn, did depose and say that he is the CFO of Wundies Enterprises, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires:

Michael Voller
[NOTARIAL SEAL]

MICHAEL VOLLER
Notary Public, State of New York
No. 01V0005998
Qualified in Suffolk County
Commission Expires June 22, 2000

WUNDIES, INC.

By: Steven C. Lockcuff
Name: STEVEN C. LOCKCUFF
Title: CHIEF FINANCIAL OFFICER

STATE OF NEW YORK
) ss:
COUNTY OF NEW YORK

On the 30th day of June, 1999 before me personally came Steven C. Lockcuff, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the CFO of Wundies, Inc., who being by me duly sworn, did depose and say that he is the CFO of Wundies, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires:

Michael Voller
[NOTARIAL SEAL]

MICHAEL VOLLER
Notary Public, State of New York
No. 01VO000898
Qualified in Suffolk County
Commission Expires June 22, 2000

WUNDIES INDUSTRIES, INC.

By: Steven C. Lockcuff
Name: STEVEN C. LOCKCUFF
Title: CHIEF FINANCIAL OFFICER

STATE OF NEW YORK
) ss.:
COUNTY OF NEW YORK

On the 30th day of June, 1999 before me personally came Steven C. Lockcuff, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the CFO of Wundies Industries, Inc., who being by me duly sworn, did depose and say that he is the CFO of Wundies Industries, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires:

Michael Voller
[NOTARIAL SEAL]

MICHAEL VOLLER
Notary Public, State of New York
No. 01V0600998
Qualified in Suffolk County
Commission Expires June 22, 2000

By: Craig Stillwagon
Name: CRAIG STILLWAGON
Title: VICE PRESIDENT

STATE OF NEW YORK
) ss:
COUNTY OF NEW YORK

On the 30th day of June, 1999 before me personally came Craig Stillwagon, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Vice President of PNC BANK, NATIONAL ASSOCIATION; who being by me duly sworn, did depose and say that he is the Vice President of PNC BANK, NATIONAL ASSOCIATION; that the said instrument was signed on behalf of said corporation in its capacity as Agent under the Credit Agreement; that he signed his name thereto at the direction of the corporation; and that he acknowledged said instrument to be the free act and deed of said corporation in its capacity as Agent under the Credit Agreement.

Notary Public

My Commission Expires:

Michael Voller

[NOTARIAL SEAL]

MICHAEL VOLLER
Notary Public, State of New York
No. 01V0008998
Qualified in Suffolk County
Commission Expires June 22, 2000

SCHEDULE I**REGISTERED U.S. TRADEMARKS AND TRADEMARK APPLICATIONS**

<u>REGISTRATION NO.</u>	<u>DATE</u>	<u>MARK</u>
1,146,445		FUNDIES
1,475,978		HANG UPS
181,556		KICK-A-WAY
1,322,278		KICK-A-WAY
1,237,443		LOVEPAK
1,186,905		LOVEPATS
1,207,348		LOVEPATS LOGO
1,290,229		UNDERWEAR-ABLES
870,132		KICKAWAY
582,953		WUNDIES
1,869,049 (Supplemental Register)		UNDEEZ
75/652,694		DESIGN
75/652,689		IN TOUCH COMMUNICATIONS
19,990,095 (Indiana Reg.)		IN-TOUCH ITC
1,795,929		LOVEPATS LOGO
1,786,172		FOR GIRLS ONLY LOVEPATS

TRADEMARK**REEL: 001926 FRAME: 0084**

**SCHEDULE I
(Continued)**

PENDING U.S. TRADEMARK APPLICATIONS

<u>REGISTRATION NO.</u>	<u>DATE</u>	<u>MARK</u>
75/422,143 (Intent -To-Use Application)		LONG JANES

**SCHEDULE I
(Continued)**

FOREIGN TRADEMARKS¹

<u>COUNTRY</u>	<u>REGISTRATION NO.</u>	<u>DATE</u>	<u>MARK</u>
Bangladesh	38709 (Application No.)		LOVEPATS Logo
Canada	22838		KICKAWAY
Canada	126539		WUNDIES
Chile	442735		PATCHES
China	753566		LOVEPATS Logo
France	1633578		LOVEPATS Logo
Germany	2005217		LOVEPATS Logo
Great Britain	1450555		LOVEPATS Logo
Hungary	140931		LOVEPATS Logo
Italy	663228		LOVEPATS Logo
Mexico	445742		LOVEPATS Logo
Mexico	466403		PATCHES
Poland	88633		LOVEPATS Logo
Romania	21675		LOVEPATS Logo
Spain	1790442		LOVEPATS Logo
Turkey	148441		LOVEPATS Logo

¹ The Dialog intellectual property database does not include trademark information for the following countries, and, therefore, marks in these countries that are listed on this schedule can not be confirmed by publicly available means: Bangladesh, Chile, China, Hungary, Mexico, Poland, Romania, and Turkey.

SCHEDULE I
(Continued)

TRADEMARK LICENSES

Part I:

Trademark Licenses with respect to which Wundies Enterprises, Inc. is a licensor:

1. License Agreement, dated August 19, 1991 between Wundies Enterprises, Inc. and Leading Lady Inc.

Part II:

Trademarks and Trademark Applications with respect to which Wundies Enterprises, Inc. is a licensee:

1. License Agreement, as amended, dated October 1, 1989 between Bill Blass Ltd. and Wundies Enterprises, Inc.
2. License Agreement dated December 20, 1996 between Disney Enterprises, Inc. and Wundies Enterprises, Inc.
3. License Agreement dated January 1, 1999 between Disney Enterprises, Inc. and Wundies Enterprises, Inc.
4. License Agreement dated August 31, 1998 between Ultimair Corporation and Wundies Enterprises, Inc.
5. License Agreement, dated August 31, 1998 between Delka Ltd and Kathleen Gendel and Wundies Enterprises, Inc.

**SCHEDULE I
(Continued)**

TRADEMARK LICENSES

Part I.

Trademark Licenses with respect to which Wundies, Inc. Is a licensor:

None.

Part II.

Trademarks and Trademark Applications with respect to which Wundies, Inc. is a licensee:

1. License Agreement dated January 1, 1998 between Mattel, Inc. and Wundies, Inc.¹
2. License Agreement dated January 1, 1999 between Mattel, Inc. and Wundies, Inc.²

¹Amendment No.1 to the January 1, 1998 License Agreement dated as of June 16, 1999 amended the name of Wundies, Inc. to Wundies Enterprise, Inc., as Licensee under the License Agreement.

²Amendment No.1 to the January 1, 1999 License Agreement dated as of June 16, 1999 amended the name of Wundies, Inc. to Wundies Enterprise, Inc., as Licensee under the License Agreement. 1999

SCHEDULE I
(Continued)

TRADEMARK LICENSES

Part I.

Trademark Licenses with respect to which Wundies Industries, Inc. is a licensor:

None.

Part II.

Trademarks and Trademark Applications with respect to which Wundies Industries, Inc. is a licensee:

1. License Agreement between Danskin, Inc. and Wundies Industries Inc. dated as of November 1, 1996.
2. License Agreement between Chic by H.I.S. Licensing Corporation and Wundies Industries Inc. dated as of July 1, 1996.
3. Licensing Agreement between Maidenform, Inc. and Wundies Industries, Inc. dated as of February 16, 1999.
4. Licensing Agreement between Paws, Incorporated and Wundies Industries Inc. dated as of November 1, 1995.
5. Sublicense Agreement between Logotel, Inc. as Licensee of Autodesk, Inc. and Wundies, Inc. dated as of April 1, 1998.

**SCHEDULE I
(Continued)**

TRADEMARK LICENSES

Part I.

Trademark Licenses with respect to which Wundies is a licensor:

None.

Part II.

Trademarks and Trademark Applications with respect to which Wundies is a licensee:¹

1. License Agreement dated April 28, 1998 between Warner Bros. Consumer Products and Wundies.
2. License Agreement dated May 17, 1999 between Warner Bros. Consumer Products and Wundies.

¹For the two licenses listed below, we received consents which were required under the merger documents. We received a consent to the License Agreement dated as of June 22, 1998 between Warner Bros., a Division of Time Entertainment and Wundies Enterprises, Inc. We also received a consent to the License Agreement dated as of June 22, 1999 between Warner Bros., a Division of Time Entertainment and Wundies Enterprises, Inc.

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that Wundies Industries, Inc., a corporation formed under the laws of Delaware, with its principal office at One Penn Plaza, New York, New York 10119 (“Borrower”) , pursuant to a Trademark Security Agreement, dated the date hereof (the “Trademark Security Agreement”), hereby appoints and constitutes PNC Bank, National Association (“PNC”), as agent (in such capacity, “Agent”) for itself and various other financial institutions (PNC and such financial institutions, collectively, “Lenders”) named in and which hereafter become a party to the Revolving Credit, Term Loan and Security Agreement, dated the date hereof, by and among Agent, Lenders and Borrower, 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 I 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 Agent may in its sole discretion determine.

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

WUNDIES ENTERPRISES INC.

By: *Steven C. Lockoff*
Name: *Steven C. Lockoff*
Title: *Chief Financial Officer*

On the 30th day of June, 1999 before me personally came *Steven C. Lockoff*, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the *CFO* of Wundies Enterprises, Inc., who being by me duly sworn, did depose and say that he is the *CFO* of Wundies Enterprises, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

Notary Public

My Commission Expires:

Michael Voller

[NOTARIAL SEAL]

MICHAEL VOLLER
Notary Public, State of New York
No. 01V0008988
Qualified in Suffolk County
Commission Expires June 22, 2000