

7-13-99

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

07-15-1999

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



101091553

7-13-99

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
- 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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

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

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.)

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

07/14/99 MTHA11 00000129 75449163

01 FC:81 40.00 DP
02 FC:82 75.00 DP

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: 001927 FRAME: 0043

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" value="75449163"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="719778"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="955819"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="977532"/>	<input type="text"/>	<input type="text"/>

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.

CARLOS CASTELLON, PRESIDENT
NOVUS, INC.

07/09/99

Name of Person Signing

Signature

Date Signed

**PLEDGE AND SECURITY AGREEMENT
(NOVUS)**

THIS PLEDGE AND SECURITY AGREEMENT (this "Security Agreement"), entered into in San Juan, Puerto Rico, on July 9, 1999, by and between: **NOVUS, INC.** (the "Debtor"), a corporation organized under the laws of the Commonwealth of Puerto Rico (the "Commonwealth"), with its principal offices and place of business at the address set forth opposite to Debtor's name on the signature page hereof, and **BANCO POPULAR DE PUERTO RICO** (the "Bank"), a banking institution organized under the laws of the Commonwealth.

WITNESSETH

WHEREAS, reference is made to certain credit facilities extended by Bank to Debtor and La Favorita, Inc. ("La Favorita"), a corporation organized under the laws of the Commonwealth (Debtor and La Favorita are hereinafter sometimes collectively referred to as the "Obligated Group") in the maximum aggregate principal amount of up to FIFTEEN MILLION FIVE HUNDRED THOUSAND DOLLARS (\$15,500,000) (collectively, the "Loans"), pursuant to the terms of a certain credit agreement (the "Credit Agreement") dated as of the date hereof among the Obligated Group and the Bank, which is evidenced by certain promissory notes (collectively, the "Notes") for the full amount thereof dated the date hereof. (Capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement); and

WHEREAS, in connection with the execution of the Credit Agreement, Bank and Debtor have agreed to enter into this Agreement in order to secure and guarantee the due payment and performance of all of the Obligated Group's obligations to Bank under the Credit Agreement; and

WHEREAS, the obligations of Bank under the Credit Agreement are conditioned upon the execution of this Security Agreement.

NOW THEREFORE, the parties hereto agree as follows:

Section 1. Defined Terms. The following terms which are defined in the Code (as defined herein) are used herein as so defined therein: Accessions, Cash Proceeds, Chattel Paper, Control, Delivery, Document, Financial Assets, Goods, Investment Property, Mobile Goods and Proceeds. The following terms shall have the following meanings. Such meanings to be equally applicable to the singular and plural forms of the terms defined.

"Accounts" shall have the meaning ascribed to such term in Section 2(a)(i) hereof.

"Bankruptcy Laws" means the United States Bankruptcy Code, 11 U.S.C., 101 et seq., and all future acts supplemental thereto or amendatory thereof.

“Charge(s)” means all federal state (including the Commonwealth, county, city, municipal, local, foreign or other governmental taxes at the time due and payable, levies, assessments, charges, liens, claims or encumbrances upon or relating to: (i) Debtor’s employees, payroll, income or gross receipts; (ii) Debtor’s ownership or use of any of its Properties and assets; or (iii) any other aspect of Debtor’s business.

“Code” shall mean the Commercial Transactions Act, Act No. 241 of September 19, 1996, as amended and all future acts supplemental thereto or amendatory thereof.

“Collateral” shall have the meaning ascribed to such term in Section 2 hereof.

“Contractual Obligation” means, as to any Person, any provision of any security issued by such Person or of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its Property is bound.

“Equipment” shall have the meaning ascribed to such term in Section 2(a)(iv) hereof.

“GAAP” means Generally Accepted Accounting Principles.

“General Intangibles” shall have the meaning ascribed to such term in Section 2(a)(i) hereof.

“Governmental Authority” means any nation or government, any state or other political subdivision thereof and any entity or officer exercising executive, legislative, judicial, regulatory or administrative functions of or pertaining to any government, and any corporation or other entity owned or controlled (through ownership of capital interests or otherwise) by any of the foregoing.

“Instruments” shall have the meaning ascribed to such term in Section 2(a)(iii) hereof.

“Inventory” shall have the meaning ascribed to such term in Section 2(a)(ii) hereof.

“Lien” or “Liens” means any mortgage, pledge, security interest, encumbrance, lien or charge of any kind including, without limitation, any conditional sale or other title retention agreement, any lease in the nature thereof, or the filing of, or any agreement to give, any financing statement under the Uniform Commercial of any jurisdiction or under the Code.

“Permitted Lien” shall have the meaning ascribed to such term in the Credit Agreement.

“Person” means and includes an individual, a partnership, a firm, a joint venture, a corporation, a trust, an unincorporated organization or other association or entity and a Governmental Authority.

“Prior Liens” shall mean the Liens listed in Schedule 1 hereto.

“Requirement of Law” shall mean as to any Person, the certificate of incorporation and by-laws or other organizational or governing documents of such Person, and any law, treaty, rule or regulation or determination of an arbitrator or a court or other Governmental Authority, in each case applicable to or binding upon such Person or any of its Property or to which such Person or any of its Property is subject.

“Secured Obligations” shall mean, collectively: (i) the principal of, whether or not completely disbursed on the Closing Date, and interest on the Loans and the Notes and all other amounts from time to time owing to Bank by the Obligated Group under the Credit Agreement or any other agreement governing Debt of the Obligated Group with Bank, and all other obligations, indebtedness and liabilities of the Obligated Group pursuant to the terms of the Credit Agreement and the Related Documents and any extension and renewal thereof as well as any costs, fees, charges, and expenses which may be due or owing in connection therewith; (ii) all costs and expenses incurred in collection of the Notes; (iii) all moneys hereafter loaned or advanced by the Bank to the Obligated Group, whether under the Credit Agreement, the Related Documents or under any loan, contract, agreement, assignment or other transaction; and (iv) without duplication of the amounts described in clauses (i), (ii) and (iii) above, all obligations, indebtedness and liabilities of the Obligated Group pursuant to the terms of this Security Agreement, or any other agreements, arrangements, or undertakings of Debtor with Bank, in each case whether now existing or hereafter arising and whether in the regular course of business or otherwise, and including those obligations of third parties under rights or agreements given as collateral under this Security Agreement.

“Trademark Collateral” shall mean the Trademarks identified in Schedule 4 hereto. Notwithstanding the foregoing, the Trademark Collateral does not and shall not include any Trademark that would be rendered invalid, abandoned, void or unenforceable by reason of its being included as part of the Trademark Collateral.

“Trademark Cover Sheet” means the Recordation Form Cover Sheet -Trademarks Only, Form PTO-1618A of the United States Department of Commerce Patent and Trademark Office (the “PTO”).

“Trademarks” shall mean the trade names, trademarks and service marks, logos, trademark and service mark registrations, and applications for trademark and service mark registrations identified in Schedule 4 hereto, including, without limitation, all renewals of trademark and service mark registrations, all rights corresponding thereto throughout the world, the right to recover for all past, present and future infringements thereof, all other rights of any kind whatsoever accruing thereunder or pertaining thereto, together, in each case, with the product lines and goodwill of the business connected with the use of, and symbolized by, each such trade name, trademark and service mark.

Section 2. Grant of Security Interest in Collateral.

(a) As collateral security for the prompt and complete payment and performance when due (whether at stated maturity, by acceleration or otherwise) of the Secured Obligations, Debtor hereby grants to Bank a first priority security

interest, subject and subordinated only to Prior Liens and Permitted Liens, in all of Debtor's right, title and interest in and to the following property now owned or at any time hereafter acquired by Debtor or in which Debtor now has or at any time in the future any acquire any right, title or interest (collectively, the "Collateral"):

(i) all accounts (as defined in the Code) and General Intangibles of Debtor (hereinafter "General Intangibles") consisting exclusively of rights to the payment of money due and to become due to Debtor in respect of Inventory or Equipment or other Goods sold or leased or for services rendered, all moneys due and to become due to Debtor under any guarantee (including a letter of credit) of the purchase price of Inventory or Equipment sold by such Debtor and all tax refunds (collectively, the "Accounts");

(ii) all inventory (as defined in the Code) of Debtor, all goods obtained by Debtor in exchange for such inventory, any products made or processed from such inventory including all substances, if any, commingled therewith or added thereto, and any such inventory as is temporarily out of Debtor's custody or possession, including inventory held by others on consignment, inventory on the premises of others and items in transit (collectively, the "Inventory");

(iii) all instruments listed in Schedule 2 hereto (collectively, "Instruments");

(iv) all equipment (as defined in the Code) of Debtor acquired from Edison Brothers pursuant to the Acquisition, including that described in Schedule 3 hereto, and all equipment hereafter acquired by Debtor for use in or in connection with the operation of the Debtor's Wild Pair and Bakers retail outlets, whether now existing or hereafter established and wherever such equipment or such retail outlets are or may hereafter be located and operated under the names Wild Pair and/or Bakers, including, without limitation, all parts thereof and additions and Accessions thereto, substitutions therefor and all Proceeds of its sale or disposition, including, without limitation, all payments under insurance (whether or not Bank is the loss payee thereof), or any indemnity, warranty, or guaranty, payable by reason of loss or damage to or otherwise with respect to the foregoing equipment, including the right to receive and apply the proceeds of any insurance, judgments or settlements made in lieu thereof for damage to such equipment and/or the parts thereof, additions or Accessions thereto (collectively, the "Equipment");

(v) all Trademark Collateral;

(vi) such Documents or such other receipts of such Debtor covering, evidencing or representing Inventory or Equipment;

(vii) all rights, claims, warranties and benefits of such Debtor against any Person arising out of, relating to or in connection with Inventory or Equipment purchased by such Debtor, including, without limitation, any such rights, claims or benefits against any Person storing or transporting such Inventory or Equipment;

(viii) the balance from time to time in the Collateral Account (as defined herein);

(ix) all proceeds of casualty insurance policies covering any of the Collateral; and

(x) all Proceeds (including Cash Proceeds) and Proceeds of Proceeds, including, without limiting the generality of the above, payments, collections and proceeds from sale, exchange or other disposition of the Collateral, products and by products manufactured, in whole or in part, from the Collateral, any Equipment, Financial Assets, Goods, Investment Property or Instruments acquired with all or part of the Proceeds, and any Proceeds that might be deposited in the Deposit Account or Collateral Account established by Debtor and Bank for that purpose pursuant to Section 15 hereof; and

(xi) to the extent related to any Property described in the foregoing clauses or such Proceeds, products and accessories, all books, correspondence, credit files, records, invoices and other papers, including without limitation all tapes, cards, computer runs and other papers and documents in the possession or under the control of Debtor or any computer bureau or service company from time to time acting for Debtor.

(b) For purpose of this Security Agreement, the term "Obligations" means the Secured Obligations, and all present and future obligations and liabilities of all kinds of Obligated Group to Bank under or in connection with the Credit Agreement, whether incurred by Debtor as maker, endorser, drawer, acceptor, guarantor, accommodation party or otherwise, and whether due or to become due, secured or unsecured, absolute or contingent, joint or several, and howsoever or whensoever incurred by Debtor or acquired by Bank.

Section 3. Security for Obligations. This Security Agreement and the security interest created over the Collateral described in Section 2 hereof, secures the due payment and performance of all the Obligations of Obligated Group, now or hereafter existing under the Credit Agreement, the Notes, and the Related Documents, whether for principal, interest, fees, expenses or otherwise, until all such Obligations have been fully paid, satisfied and discharged. Without limiting the generality of the foregoing, this Security Agreement secures the payment of all amounts which constitute part of the Obligations and would be owed by Obligated Group to Bank under the Credit Agreement, the Notes and the Related Documents, but for the fact that they are unenforceable or not allowable owing to the existence of bankruptcy, reorganization, or similar proceedings involving Debtor. This Security Agreement shall be and remain as a continuing security for any additional advances and Debts and any extension or renewal thereof and for costs, fees, charges and expenses which may be due or owing in connection therewith until all the Obligations have been fully paid, satisfied and discharged.

Section 4. Delivery and Control of Collateral. On the date hereof and subject to, and in compliance with, the provisions of Articles 8 and 9 of the Code, the Collateral described in Section 2 hereof consisting of Instruments, and any other Collateral over which a security interest is created by Delivery and Control (herein sometimes referred to as, the "Pledged Collateral") (and after the Closing Date, any Pledged Collateral acquired with Proceeds) shall be Delivered to, and be held in the possession and Control of, Bank or a third party acting on its behalf. The Pledged Collateral shall be Delivered to and held in the possession and Control of Bank or a third party acting on its behalf pursuant hereto for as long as any of the Obligations shall remain unpaid or unsatisfied. To the extent applicable, all other property comprising part of the Collateral shall be accompanied by proper instruments of assignment duly executed by Debtor and such other instruments or documents as Bank may reasonably request. Regardless of whether a Financing Statement is filed in connection with the security interest created hereunder over the Pledged Collateral, Bank shall have Control of the Pledged Collateral for as long as any of the Obligations shall remain unpaid or unsatisfied, such Pledged Collateral to be kept at Bank's principal office or such other place as Bank, in its sole discretion, may deem appropriate.

Section 5. First Priority. Debtor and Bank intend the security interest granted pursuant to Section 2 of this Security Agreement to constitute first priority perfected Liens on the Collateral until the Secured Obligations are paid in full, subject and subordinated only to Prior Liens and Permitted Liens.

Section 6. No Release. Nothing set forth in this Security Agreement shall relieve Debtor from the performance of any term, covenant, condition or agreement on Debtor's part to be performed or observed under or in respect of any of the Collateral or from any liability to any Person under or in respect of any of the Collateral or impose any obligation on Bank to perform or observe any such term, covenant, condition or agreement on Debtor's part to be so performed or observed or impose any liability on Bank for any act or omission on the part of Debtor relating thereto or for any breach of any representation or warranty on the part of Debtor contained in this Security Agreement or in respect of the Collateral or made in connection therewith.

Section 7. Representations and Warranties. Debtor hereby represents and warrants that:

(a) Title; No Other Liens. Except for the Lien granted to Bank pursuant to this Security Agreement, Debtor is, and as to the Collateral acquired by it from time to time after the date hereof Debtor will be, except as otherwise permitted by this Security Agreement or the Credit Agreement, the sole owner of each item of Collateral subject to no other Liens (other than Prior Liens and Permitted Liens), claims or rights of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of Bank pursuant to this Security Agreement and in connection with Prior Liens or as otherwise permitted under the Credit Agreement. As of the date hereof, all Collateral which is evidenced by Instruments or that is otherwise required to be delivered to Bank pursuant to the term hereof has been delivered to Bank.

(b) Location of Collateral. Except for the Pledged Collateral which shall be in the Control and possession of Bank for as long as any of the Secured Obligations remain unpaid, the Collateral is now and so long as any of the Secured Obligations shall remain unpaid and outstanding shall be kept at the location(s) set forth in Schedule 5 hereto or at any other location approved by the Bank.

(c) Perfected First Priority Liens. Bank will make at Debtor's sole cost and expense, all initial filings of financing statements required hereunder and Debtor agrees to make all additional filings including, without limitation, the filing of any financing or continuation statements under the Code or under the Uniform Commercial Code in effect in any applicable jurisdictions, with respect to the Liens created hereby, and Debtor will take, at the request of the Bank, all other actions necessary or desirable to perfect, preserve and protect Bank's Lien and security interest in each item of Collateral. Upon the filing of any financing statements which may be necessary to be made, this Security Agreement will create a valid and perfected and continuing Lien on and security interest in the Collateral in favor of Bank, superior and prior to the rights of all other Persons therein (except holders of Prior Liens and Permitted Liens) and subject and subordinate to no other Liens (except Prior Liens and Permitted Liens). This Security Agreement is enforceable as such against all creditors of and purchasers from Debtor.

(d) Chief Executive Office. Debtor's chief executive office and principal place of business is located at Parque Industrial Los Niños, 655 Cubitas Street, Guaynabo, Puerto Rico.

(e) Valid and Binding Obligation. Debtor has full corporate power, authority and legal right to pledge and grant a security interest in the Collateral

pursuant to this Security Agreement, and this Security Agreement constitutes the legal, valid and binding obligation of Debtor, enforceable against Debtor in accordance with its terms, except as enforceability thereof may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting enforcement of creditors' rights generally and by general principles of equity.

(f) Consents and Approvals. No consent of any other Person (including, without limitation, stockholders or other Person of Debtor) and no consent, approval, authorization of, or registration or declaration or filing with, any Governmental Authority or regulatory body (other than the filing of financing statements in the Department of State of the Commonwealth) is required to be obtained, effected or given in connection with either: (i) the pledge of, and grant of a security interest in, the Collateral by Debtor pursuant to this Security Agreement or for the execution, delivery or performance of this Security Agreement or any of the other security documents executed and delivered by Debtor pursuant to the Credit Agreement; or (ii) for the exercise by Bank of the rights provided for in this Security Agreement or the remedies in respect of the Collateral pursuant to this Security Agreement.

(g) Use of Collateral. As of the date hereof and for so long as any of the Secured Obligations, shall remain unpaid and outstanding, the Collateral: (i) is and shall continue to be used by Debtor exclusively in connection with the conduct of Debtor's business; and (ii) is not and will not, after the date hereof, be used in any manner for personal, family or household purposes.

(h) Trademark Collateral (i) Schedule 4 hereto sets forth a complete and correct list of Trademarks owned by Debtor on the date hereof, which have been acquired by Debtor pursuant to the Acquisition and for which an application for registration will be made through the filing of the appropriate Trademark Cover Sheets with the PTO not later than the third Business Day immediately following the Closing Date. On and as of the date hereof: (A) Debtor owns and possesses the right to use, and has done nothing to authorize or enable any other Person to use, any Trademark listed in said Schedule 4; and (B) all registrations listed in said Schedule 4 are valid and in full force and effect. Debtor owns and possesses the right to use all such Trademarks on and as of the date hereof.

(ii) To the best of Debtor's knowledge, on and as of the date hereof: (A) except as set forth in Schedule 4 hereto, there is no violation by others of any right of Debtor with respect to any Trademark listed in such Schedule 4 hereto under the name of Debtor; and (B) Debtor is not infringing in any respect upon any Trademark of any other Person; and no proceedings have been instituted or are pending against Debtor or, to the best of Debtor's

knowledge, threatened, and no claim against Debtor has been received by Debtor, alleging any such violation.

(i) Other Representations and Warranties. Debtor hereby makes to Bank each of the representations and warranties made by it in the Credit Agreement and the Related Documents as if made on and as of the date hereof, all of which shall be incorporated hereto by reference as if set forth in full herein.

Section 8. Covenants. Debtor covenants and agrees with Bank that until the Secured Obligations are paid in full:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of Bank, and at the sole expense Debtor, Debtor will promptly and duly execute and deliver such further instruments and documents and take such further action as Bank may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code or under the Uniform Commercial Code in effect in any applicable jurisdiction, with respect to the Liens created hereby. Debtor hereby authorizes Bank to file any such financing or continuation statements without the signature of Debtor to the extent permitted by applicable law. Notwithstanding the foregoing, Bank's right to obtain further instruments and documents from Debtor shall not release Debtor from its obligations hereunder to make filings of financing and continuation statements under the Code or, as applicable, the Uniform Commercial Code in appropriate jurisdictions. If any additional amount is made available to Debtor under the Credit Agreement, any additional collateral required thereunder shall be immediately delivered to Bank pursuant to the terms hereof, duly endorsed in a manner satisfactory to Bank, if necessary, to be held as Collateral pursuant to this Agreement.

(b) Maintenance of Records. Debtor will keep and maintain at its own cost and expense satisfactory and complete records in respect of the Collateral. Debtor will mark its books and records pertaining to the Collateral to evidence this Security Agreement and the security interests granted hereby. Debtor shall permit access to any such books and records to Bank or to its representatives during normal business hours at the reasonable request of Bank and shall, upon Bank's request after the occurrence and during the continuation of any Event of Default, turn over any such books and records to Bank.

(c) Right of Inspection. Debtor will at any reasonable time and from time to time upon reasonable notice, permit Bank or any agents or representative thereof, at the expense of Bank, to examine and make copies of and abstracts from the records and books of account of Debtor in connection with the Collateral and its business operations, and to discuss the affairs, finances and accounts of Debtor with any of its officers and directors. Bank and its representatives, upon

reasonable notice to Debtor, shall at any reasonable time also have the right to enter into and upon any premises where any of the Collateral is located for the purpose of inspecting the same, observing its use or otherwise protecting its interest therein, and, in such regard, permit the Bank or any agents or representative thereof, to conduct at least two (2) audits of the Debtor's operations or otherwise inspect, without limitation, the Debtor's books and records, Accounts, Inventory, accounts payable, accrued expenses and any other related records at any time, upon prior written notice, during normal business hours of the Debtor. The Obligated Group shall be responsible for any and all reasonable costs in connection with any such audits as provided in Section 5.01(e) of the Credit Agreement.

(d) Compliance with terms of Contracts, etc. To the extent applicable, Debtor will perform and comply in all material respects with all its Contractual Obligations relating to the Collateral.

(e) Compliance with Laws, etc. Debtor will comply in all material respects with all Requirements of Law applicable to the Collateral or any part thereof or to the operation of Debtor's business; provided, however, that Debtor may contest any Requirement of Law in any reasonable manner in good faith and by appropriate proceedings which shall not adversely affect Bank's rights or the priority of its Liens on the Collateral.

(f) Payment of Obligations. Debtor will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charges need be paid if: (i) the validity thereof is being contested in good faith by appropriate legal proceedings; (ii) such proceedings do not involve any material danger of the sale, forfeiture or loss of any of the Collateral or any interest therein; and (iii) such charge is adequately reserved against on Debtor's books in accordance with GAAP.

(g) Limitation on Liens on Collateral. Debtor will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby, Prior Liens and Permitted Liens, and will defend the right, title and interest of Bank in and to any of the Collateral against the claims and demands of all Persons whomsoever. Debtor will take no action which would, or, in the reasonable judgment of Bank would, adversely affect the existence, enforceability, priority or perfection of the Liens on the security interest in any of the Collateral granted hereunder. To the extent any security interest granted hereunder in any Property constituting a part of the Collateral either: (i) does not constitute a perfected first priority Lien on the date hereof (but is intended to constitute a perfected first priority Lien pursuant to the terms hereof); or (ii) ceases without the consent of Bank to constitute a perfected first priority Lien

after the date hereof, Debtor shall make all filings and record such instruments as may be reasonably requested by Bank to restore the priority and perfection of such Lien. The right of Bank to require any such filing shall not be deemed to impose upon Bank any duty or obligation to ascertain whether any circumstances exist which require such filings or recordations.

(h) Limitations on Dispositions of Collateral. Debtor will not sell, transfer, lease or otherwise dispose of any of the Collateral, or in any other way attempt, offer or contract to do so except in accordance with the terms of the Credit Agreement and except for the sale of Inventory in the ordinary course of business.

(i) Trademark Collateral. (i) Debtor will: (A) furnish to Bank upon its request statements and schedules further identifying and describing the Trademark Collateral, and such other reports in connection with the Trademark Collateral as Bank may reasonably request, all in reasonable detail; and (B) promptly upon request by Bank, following receipt by Bank of any statements, schedules or reports pursuant to clause (i) above, modify this Agreement by amending Schedule 4 hereto to include any Trademark that becomes part of the Collateral under this Agreement;

(ii) Debtor will: (A) take all actions necessary to properly register, maintain and renew all registrations for Trademarks which are or may become subject to this Security Agreement for the full term or terms allowed by law, including, but not limited to, the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to register, maintain and renew said registrations for Trademarks which may be necessary or appropriate under applicable law; (B) execute and deliver all Trademark Cover Sheets necessary or appropriate to perfect the Bank's security interest in the Trademark Collateral upon their filing with the PTO; (C) protect such Trademark Collateral from infringement, unfair competition or dilution or damage by all appropriate actions including the commencement of legal action to prevent and recover damages for said infringement and to defend such Trademark Collateral from claims of infringement, unfair competition or damage including the defense of any legal actions making such claims; (D) provide semiannual reports to Bank informing it of: (1) the status of all Trademarks subject to this Security Agreement, including any new Trademarks, Trademark registrations, Trademark applications and related licenses; and (2) any actions taken by the Debtor pursuant to this Section 8(h)(ii).

(iii) For the purpose of enabling Bank, during the continuance of an Event of Default, to exercise the rights and remedies set forth under Section 13 hereof at such time as Bank shall be lawfully entitled to exercise such rights and remedies, and for no other purpose, Debtor, upon the occurrence and during the continuation of an Event of Default grants to Bank, to the extent assignable, an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor) to use, assign, license or sublicense any of the Trademark Collateral now owned or hereafter acquired by Debtor, wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer programs used for the compilation or printout thereof. Any use or license of the Trademarks will conform to the quality standards previously maintained by Debtor.

(iv) Bank agrees that it will not exercise any of its rights and remedies pursuant to Section 13 hereof prior to having received the required consents, if any, under any licensing agreements to which Debtor is a party to the exercise of such rights and remedies.

(j) Location of Inventory. The Debtor shall keep the Inventory (other than Inventory sold in the ordinary course of business) at the location(s) specified in Schedule 5 hereto.

(k) Maintenance of Collateral. Debtor will maintain the Collateral constituting Equipment in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose; provided, that if any part(s) of such Collateral are exchanged or replaced by Debtor for other parts, such other parts shall become subject to the terms of this Security Agreement for all purposes as fully as though originally described herein as part of the Collateral. In such connection, nothing contained in this Security Agreement, the Credit Agreement or any other Related Document shall constitute any consent or request by Bank, express or implied, for the performance of any labor or services or the furnishing of any materials or other property in respect of the Collateral or any part thereof or Accession thereto, nor as giving Debtor any right, power or authority to contract for or permit the performance of any labor or services or the furnishing of any materials or other property in such fashion as would permit the making of any claim against Bank in respect thereof or any claim that any Lien based on the performance of such labor or services or the furnishing of any such materials or other property is prior to the interest of Bank under this Security Agreement.

(l) Further Identification of Collateral. (i) Debtor will furnish to Bank from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as Bank may reasonably request, all in reasonable detail.

(ii) It is agreed and acknowledged by Bank and Debtor that Bank's Lien over the Equipment contemplated hereunder is intended to cover all Equipment of Debtor which is acquired for use in connection with the operation of all retail outlets of Debtor operated under the name(s) Wild Pair and/or Bakers, whether such outlets exist on the date hereof or are established hereafter. In such connection, if at any time during the term hereof Debtor shall relocate any existing Wild Pair or Bakers retail outlet, or establish any additional retail outlet operated or to be operated under the name(s) Wild Paid and/or Bakers, Debtor shall execute all amendments to this Security Agreement, including amendments to Schedules 3 and 5 hereto which Bank shall deem reasonably necessary to accurately describe all locations in which such Equipment is located and thus effectuate a sufficiently accurate description of the Equipment forming part of the Collateral hereunder so that the Lien thereon intended to be created hereby is properly attached and perfected in accordance with the provisions of the Code.

(m) Notices. Debtor will advise Bank promptly, in reasonable detail, at its address set forth above: (i) of any Lien (other than Liens created or permitted hereby) on, or material claim asserted against, any of the Collateral; and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(n) Changes in Locations, Name, etc. Without Bank's prior written consent, Debtor will not: (i) change the location of its chief executive office/principal place of business from that specified in Section 7(d) hereof, change the location of the office for the processing and record-keeping of the Accounts, or remove its books and records from such location; (ii) other than for the Pledged Collateral, permit any of the Collateral to be kept at a location other than that listed on Schedule 5 hereto as the same may be amended from time to time as provided in Section 7(b) hereof; or (iii) change its name, identity or corporate structure to such an extent that any financing statement filed by or on behalf of Bank in connection with this Security Agreement would become misleading. Bank's consent to any of the foregoing will not be unreasonably withheld so long as Debtor shall provide Bank with forty-five (45) days prior written notice of its intention to take any of the actions specified in clauses (i) -

(iii) above and shall take all actions necessary to maintain the perfection of the security interest in the Collateral intended to be created hereby.

(o) Other Financing Statements and Liens. Except as otherwise permitted under the Credit Agreement, without the prior written consent of Bank, Debtor shall not file or suffer to be on file, or authorize or permit to be filed or to be on file, in any jurisdiction, any financing statement or like instrument with respect to the Collateral in which Bank is not named as the sole secured party.

(p) Deficiency. If the proceeds of sale, collection or other realization of or upon the Collateral pursuant to Section 13 hereof are insufficient to cover the costs and expenses of such realization and the payment in full of the Secured Obligations, Debtor shall remain liable for any deficiency.

Section 9. Bank's Appointment as Attorney-in-Fact.

(a) Powers. Debtor hereby irrevocably constitutes and appoints Bank 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 Debtor and in the name of Debtor or in its own name, from time to time in Bank's discretion, for the purpose of carrying out the terms of this Security 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 Security Agreement, and, without limiting the generality of the foregoing, Debtor hereby gives Bank the power and right, on behalf of Debtor, without notice to or assent by Debtor, to do the following:

(i) after giving Debtor prior notice and five (5) Business Days to act, to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or obtain and maintain any insurance called for by the terms of this Security Agreement and to pay at Debtor's sole cost and expense, all or any part of the premiums therefor and the costs thereof; and

(ii) upon the occurrence and during the continuance of any Event of Default: (A) to direct any party liable for any payment under any of the Collateral to make payment of any and all moneys due or to become due thereunder directly to Bank or as Bank shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and endorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute suits, actions or proceedings at law or in

equity in any court of competent jurisdiction to foreclose on the Collateral and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against Debtor with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (g) above and, in connection therewith, to give such discharges or releases as Bank may deem appropriate; and (G) generally, to sell, pledge, transfer, and make any agreements with respect to, or otherwise deal with, any of the Collateral as though Bank were the absolute owner thereof for all purposes, and to do, at Bank's option and Debtor's expense, at any time, or from time to time, all acts and things which Bank deems necessary to protect, present or realize upon the Collateral and Bank's Liens thereon and to effect the intent of this Security Agreement. Subject to the provisions of subsection (c) below, Debtor hereby ratifies all that said attorneys shall lawfully do or cause to be done by virtue hereof. This power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. Debtor also authorizes Bank, upon the occurrence and during the continuance of an Event of Default, to execute, in connection with the sale provided for in Section 13 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on Bank's Part. The powers conferred on Bank hereunder are solely to protect Bank's interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Bank 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 Debtor for any act or failure to act hereunder, except for its own negligence or willful misconduct.

Section 10. Place of Perfection; Records; Collection of Accounts. Subject to the provisions of Section 15 hereof and except as otherwise provided in this Section, so long as no Event of Default shall have occurred and be continuing, Debtor shall continue to collect, at its own expense, all amounts due or to become due to Debtor under the Accounts. In connection with such collections, Debtor may take (and, at Bank's discretion, shall take) such action as Debtor or Bank may deem necessary or advisable to enforce collection of the Accounts; provided, however, that Bank shall have the right, upon the occurrence and during the continuance of an Event of Default or an event which, with the giving of notice or the lapse of time, or both, would become an Event of Default and upon written notice to Debtor of its intention to do so, to notify the account debtors or obligors under any Account of the assignment of such accounts to Bank and to direct such account debtors or obligors to make payment of all amounts due or to become due to Debtor thereunder directly to Bank and, upon such notification and at the expense of Debtor, to enforce collection of any such Accounts, and to adjust, settle, or compromise the amount or payment thereof, in the same manner and to the same extent as

Debtor might have done. After receipt by Debtor of the notice from Bank referred to in the proviso to the preceding sentence: (a) all amounts and Proceeds (including instruments) received by Debtor in respect of the Accounts shall be received in trust for the benefit of Bank hereunder and shall be deposited in the Collateral Account in the same form as so received (with any necessary endorsement); and (b) Debtor shall not adjust, settle, or compromise the amount or payment of any Accounts, release wholly or partly any account debtor thereof, or allow any credit or discount thereon.

Section 11. Performance by Bank of Debtor's Obligations. If Debtor fails to perform or comply with any of its agreements contained herein and Bank, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Bank incurred in connection with such performance or compliance, together with interest thereon at a rate per annum equal to the Default Rate payable under the Credit Agreement, shall be payable by Debtor to Bank on demand and shall constitute Secured Obligations for all purposes hereof.

Section 12. Events of Default. The occurrence of any of the following shall constitute an "Event of Default" hereunder:

(a) default in the timely performance by Debtor of any Obligation or covenant contained herein;

(b) any representation or warranty made by Debtor herein, or any statement or representation made in any certificate, report or opinion delivered in connection herewith, shall prove to have been false or misleading in any material respect when made; or

(c) the occurrence of any "Event of Default" as described in the Credit Agreement or any of the Related Documents.

Section 13. Remedies; Rights Upon Default.

(a) Upon the occurrence and during the continuance of an Event of Default:

(i) Bank shall have and may exercise, with respect to the Collateral and the Obligations, any or all of the rights and remedies of a secured party under the Code, and as otherwise granted herein or under any other applicable law, including, without limitation, the right and power to sell, at public or private sale or sales, or otherwise dispose of, or otherwise utilize the Collateral and any part or parts thereof in any manner authorized or permitted under the Code after default by a debtor, and to apply the proceeds thereof toward payment of any costs and expenses and attorneys' fees and expenses thereby incurred by Bank and toward payment of the Obligations in such order or manner as

Bank may elect. Specifically and without limiting the foregoing, Bank shall have the right to take possession of all or any part of the Collateral or any security therefor and of all books, records, papers and documents of Debtor or in Debtor's possession or control relating to the Collateral which are not already in Bank's possession, and for such purpose may, in the name of Debtor deal directly with any Person maintaining such Collateral, books, records, papers and documents for the purpose of obtaining possession thereof. To the extent permitted by law and further subject to the provisions of subsection (iv) below, Debtor expressly waives any notice of sale or other disposition of the Collateral and all other rights or remedies of Debtor or formalities prescribed by law relative to sale or disposition of the Collateral or exercise of any other right or remedy of Bank existing after default hereunder. Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Bank may adjourn any public or private sale.

(ii) Upon notice by Bank to Debtor, Bank or its nominee or nominees shall have the sole and exclusive right to exercise all voting and consensual powers pertaining to the Collateral or any part thereof and may exercise such powers in such manner as Bank may elect.

(iii) Upon the occurrence and during the continuance of an Event of Default, then, and in any such event, and in accordance with this Section, Bank may exercise, in addition to all other rights and remedies granted in this Security Agreement, and in any other instrument or agreement securing, evidencing or relating to the Secured Obligations, all rights and remedies of a creditor upon default of a debtor under the Code. Without limiting the generality of the foregoing, Debtor expressly agrees that in any such event Bank may, without demand or performance or other demand, advertisement or notice of any kind (except for any notice required by applicable law) to or upon Debtor or any other Person, all and each of which demands, advertisements and/or notices are (to the extent permitted by applicable law) hereby expressly waived, forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or sell to or otherwise dispose of and deliver the Collateral (or contract to do so), or any part thereof, in one or more parcels at public or private sale or sales, at any exchange or broker's board or at any of Bank's offices or elsewhere, for cash, on credit or for future delivery, at such time or times and at such price or prices and upon such other terms as Bank may deem commercially reasonable, irrespective of the

impact of any such sales on the market price of the Collateral in accordance with the provisions of Section 9-504 of the Code, and Bank may proceed to sell, transfer and/or dispose of the Collateral as it may deem pertinent or convenient at its discretion, in either private or public sale, in whole or in parts from time to time as provided in Section 9-504 of the Code. Bank shall have the right on any such public or private sale or sales and, to the extent permitted by law, on any such private sale or sales, to purchase the whole or any part of said Collateral so sold and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price of all or any portion of the Collateral sold at any such public or private sale, to use and apply any of the Secured Obligations owed to Bank at such sale. Each purchaser at any such sale shall hold the Property sold absolutely free from any claim or right on the part of Debtor, except for any right of redemption as may be available by applicable law. Debtor further agrees, at Bank's request, to assemble the Collateral and make it available to Bank at places that Bank reasonably selects, whether at Debtor's premises or elsewhere.

(iv) To the extent permitted by applicable law, Debtor waives all claims, damages and demands against Bank arising out of the repossession, retention or sale of the Collateral unless resulting from Bank's gross negligence, bad faith or willful misconduct. Debtor agrees that Bank need not give more than ten (10) days' notice (which notice shall be deemed given when mailed) of the time and place of any public sale or of the time after which a private sale may take place and that such notice is reasonable notification of such matters. No notification need be given to Debtor if it has signed, after default, a statement renouncing or modifying any right to notification of sale or other intended disposition. Bank shall not be obligated to make any sale of Collateral regardless of notice of sale having been given. Bank may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned. Debtor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral applied to the Secured Obligations pursuant to the Collateral applied to the Secured Obligations pursuant to the Credit Agreement are insufficient to indefeasibly pay in full all Secured Obligations and amounts to which Bank is entitled, Debtor also being liable for the reasonable fees of any attorneys employed by Bank to collect such deficiency.

(v) All dividends, payments of interest and other distributions of every character made upon or in respect of the Collateral or any part thereof shall be deemed to be Collateral and shall be paid directly to and shall be held by Bank as additional Collateral pledged under and subject to this Security Agreement.

(vi) All rights to marshaling of assets of Debtor, including any such right with respect to the Collateral, are hereby waived by Debtor.

(vii) All recitals in any instrument of assignment or any other instrument executed by Bank incident to the sale, lease, transfer, assignment or other disposition, lease or utilization of the Collateral or any part thereof hereunder shall be full proof of the matters stated therein and no other proof shall be requisite to establish full legal propriety of the sale or other action taken by Bank or of any fact, condition or thing incident thereto and all prerequisites of such sale or other action or of any fact, condition or thing incident thereto shall be presumed conclusively to have been performed or to have occurred.

Section 14. Limitation on Bank's Duties in Respect of Collateral. Bank's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, shall be to deal with it in the same manner as Bank deals with similar property for its own account it being understood that Bank shall not have any responsibility for: (i) ascertaining or taking action with respect to calls, conversions, exchanges, maturities, tenders or other matters relative to any Collateral, whether or not Bank has or is deemed to have knowledge of such matters; or (ii) taking any necessary steps to preserve rights against any parties with respect to any Collateral. Neither Bank nor any of its directors, officers, employees, attorneys or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so nor shall be under any obligation to sell or otherwise dispose of any Collateral upon the request of Debtor or otherwise.

Section 15. Collateral Account. Debtor hereby establishes with Bank a cash collateral account (the "Collateral Account") in the name and under the control of Bank into which there shall be exclusively deposited from time to time any Cash Proceeds of any of the Collateral required to be delivered to Bank pursuant hereto and into which Debtor will, from time to time, deposit any additional amounts that are to be pledged to Bank as additional collateral security hereunder. The balance from time to time in the Collateral Account shall constitute part of the Collateral hereunder and shall not constitute payment of the Secured Obligations until applied as hereinafter provided. So long as no Event of Default has occurred and is continuing, Bank shall remit the collected balance outstanding to the credit of the Collateral Account to or upon the order of Debtor as Debtor shall from time to time instruct. However, at any time following the occurrence and during the continuance of an Event of Default, Bank, in its sole discretion, shall have the right to apply or cause to be applied the collected balance of the Collateral Account to the payment of the Secured Obligations. In

addition to those items included in the definition of Cash Proceeds in Section 9-306(1) of the Code, as used in this Section 15, "Cash Proceeds" of Collateral shall include cash, securities and other property realized in respect of, and distributions in kind of, Collateral, including any thereof received under any reorganization, liquidation or adjustment of Debt of Debtor or any issuer of or obligor on any of the Collateral.

Section 16. Perfection. Prior to or concurrently with the execution and delivery of this Security Agreement, Bank shall file such financing statements and other documents in such offices as may be necessary to perfect the security interests granted by Section 2 of this Security Agreement and Debtor shall deliver to Bank any Instruments constituting part of the Collateral hereunder.

Section 17. Application of Proceeds by Bank. In the event Bank sells or otherwise disposes of the Collateral in the course of exercising the remedies provided for in Section 13 hereof, any amounts held, realized or received by Bank pursuant to the provisions hereof, including the proceeds of the sale of any of the Collateral or any part thereof, shall be applied by Bank, first toward the payment of any costs and expenses incurred by Bank in enforcing this Security Agreement, in realizing on or protecting any Collateral and in enforcing or collecting any Obligations or any guaranty thereof, including, without limitation, the actual attorney's fees and expenses incurred by Bank (all of which costs and expenses are secured by the Collateral), all of which costs and expenses Debtor agrees to pay, and then, between the interest and principal of the Obligations as Bank may elect. Any amounts and any Collateral remaining after such application and after payment to Bank of all of the Obligations in full shall be paid or delivered to Debtor, its successor or assigns, or as a court of competent jurisdiction may direct.

Section 18. Further Assurances; Remedies. In furtherance of the grant of the security interest pursuant to Section 2 hereof, Debtor hereby agrees with Bank as follows:

(a) Delivery and Other Perfection. Debtor shall:

(i) if any of the Collateral required to be pledged by Debtor hereunder are received by Debtor after the date hereof, forthwith either: (A) transfer and deliver to Bank such Collateral so received by Debtor (together with the certificates for any such Collateral duly endorsed in blank or accompanied by undated stock powers duly executed in blank), all of which thereafter shall be held by Bank, pursuant to the terms of this Security Agreement, as part of the Collateral; or (B) take such other action as Bank shall deem necessary or appropriate to duly record the Lien created hereunder in such Collateral;

(ii) give, execute, deliver, file and/or record any financing statement, notice, instrument, document, agreement or other papers that may be necessary or desirable (in the reasonable judgment of Bank) to create, preserve, perfect or validate the security interest granted pursuant hereto or to enable Bank to

exercise and enforce its rights hereunder with respect to such pledge and security interest, including, without limitation, causing any or all of the Pledged Collateral consisting of Security Certificates (the "Stock Collateral") to be transferred of record into the name of Bank or its nominee (and Bank agrees that if any Stock Collateral is transferred into its name or the name of its nominee, Bank will thereafter promptly give to Debtor copies of any notices and communications received by it with respect to the Stock Collateral pledged by Debtor hereunder); and

(iii) keep full and accurate books and records relating to the Collateral, and stamp or otherwise mark such books and records in such manner as Bank may reasonably require in order to reflect the security interest granted by this Security Agreement.

Section 19. Bank's Right of Set-Off and Bankers' Lien. Debtor recognizes and agrees that with respect to any time or other deposit, certificate of deposit or any other balance of account standing to the credit of Debtor on the books of Bank at any branch thereof wherever located, upon the occurrence and continuance of an Event of Default, Bank has a right of set-off and a bankers' lien to the full extent permitted by law. Debtor further agrees that Bank may exercise such right of set-off or bankers' lien at any time when an Event of Default shall occur, regardless of the stated maturity of any time deposit or other such credit balance.

Section 20. [RESERVED]

Section 21. Termination. This Security Agreement and the security interest created hereunder shall terminate when all the Obligations have been indefeasibly paid in full and when Bank has no further obligation to extend credit under the Credit Agreement or any other agreement relating to Obligations, at which time Bank shall execute and deliver to Debtor all documents which Debtor shall reasonably request to evidence termination of such security interest and shall return physical possession of any Collateral then held by Bank to Debtor.

Section 22. Notices. Any communication, notice or demand to be given hereunder shall be duly given if delivered or mailed by certified or registered mail if to Debtor or Bank at their respective address set forth in the Credit Agreement, or such other address as shall be designated by any party hereto to each other party hereto in a written notice delivered in accordance with the terms hereof.

Section 23. Indemnity and Expenses. Debtor agrees to indemnify, defend and hold Bank harmless from and against any and all claims, losses and liabilities growing out of or resulting from this Security Agreement (including, without limitation, enforcement of the Credit Agreement or this Security Agreement and all claims and demands of all Persons at any time claiming the Collateral or any interest therein), except claims, losses or liabilities resulting from Bank's gross negligence or willful misconduct. Debtor agrees to pay on demand all out-of-pocket expenses (including the reasonable fees and expenses of Bank's counsel, experts and

agents) relating to the enforcement or protection of the rights of Bank hereunder and further agrees that the Collateral secures such payment.

Section 24. No Waiver; Cumulative Rights. No failure on the part of Bank to exercise, and no delay in exercising, any right, remedy or power hereunder shall operate as a waiver thereof, nor shall any single or partial exercise by Bank of any right, remedy or power hereunder preclude any other or future exercise of any other right, remedy or power. Each and every right, remedy and power hereby granted to Bank or allowed it by law or other agreement shall be cumulative and not exclusive the one of any other, and may be exercised by Bank from time to time.

Section 25. Submission to Jurisdiction and Venue; Waiver of Jury Trial.

(a) Debtor irrevocably: (i) agrees that any suit, action or other legal proceeding arising out of or relating to this Security Agreement or such other documents which may be delivered in connection with this Security Agreement may be brought in a competent court in San Juan, Puerto Rico, or in the Courts of the United States of America located in the District of Puerto Rico; (ii) consents to the jurisdiction of each such court in any such suit, action or proceeding; and (iii) waives any objection which it may have to the laying of venue of any such suit, action or proceeding in any of such courts and any claim that any such suit, action or proceeding has been brought in an inconvenient forum.

(b) Debtor and Bank hereby knowingly, voluntarily and intentionally waive any right to trial by jury in any action or proceeding which in any manner arises out of or in connection with or is in any way related to this Security Agreement or any of the transactions contemplated herein.

(c) The provisions of this Section 25 are a material inducement for Bank entering into the agreement and the transactions contemplated herein. Debtor hereby acknowledges that it has reviewed the provisions of this Section 25 with its independent counsel.

Section 26. Execution in Counterparts. This Security Agreement may be executed in any number of counterparts, each of which shall be an original, but such counterparts shall together constitute but one and the same instrument.

Section 27. Expenses. Debtor agrees to pay, without duplication, to Bank, from time to time upon demand, all reasonable fees, costs and expenses of Bank (including, without limitation, the reasonable expenses, fees and disbursements of its counsel, experts and agents) incurred by Bank or arising in connection with: (a) the preparation, execution, delivery, administration, modification, amendment or termination of this Security Agreement or the enforcement of any of the provisions hereof; (b) the custody or preservation and protection of, or the sale of, collection from, or other realization upon, any of the Collateral; (c) the preservation, protection, defense, exercise or enforcement of any of the rights of Bank hereunder and in and to the Collateral; or (d) the failure by Debtor to perform or observe any of the provisions hereof.

When Bank incurs expenses or renders services after an Event of Default, such expenses and the compensation for such services are intended to constitute expenses of administration under any Bankruptcy Law.

Section 28. Obligations Absolute. (a) All obligations of Debtor hereunder shall be absolute and unconditional irrespective of:

(i) any bankruptcy, insolvency, reorganization, arrangement, readjustment, composition, liquidation or the like of Debtor;

(ii) any lack of validity or enforceability of the Credit Agreement, the Related Documents or any other agreement or instrument relating thereto;

(iii) any change in the time, manner or place of payment of, or in any other term of, all or any of the Secured Obligations, or any other amendment or waiver of or any consent to any departure from the Credit Agreement or any other agreement or instrument relating thereto;

(iv) any exchange, release or non-perfection of any other collateral, or any release or amendment or waiver of or consent to any departure from any guarantee for all or any of the Secured Obligations;

(v) any exercise or non-exercise, or any waiver of any right, remedy, power or privilege under or in respect of the Credit Agreement except as specifically set forth in a waiver granted pursuant to the provisions of this Security Agreement; or

(vi) any other circumstances except payment which might otherwise constitute a defense available to, or a discharge of, Debtor.

(vii) This Security Agreement shall not be construed as relieving Debtor from full liability on the Obligations and any and all future and other indebtedness secured hereby and for any deficiency thereon.

(viii) Bank is hereby subrogated to all of Debtor's interests, rights and remedies in respect to the Collateral and all security now or hereafter existing with respect thereto and all guaranties and endorsements thereof and with respect thereto.

Section 29. Continuing Security Interest; Transfer of Secured Obligations. This Security Agreement shall create a continuing security interest in the Collateral and shall: (i) remain in full force and effect until all Secured Obligations are paid in full in cash (at which time Bank will, at Debtor's expense, take all acts necessary or appropriate to return all Collateral to Debtor and extinguish the security interests granted hereunder, including, without limitation, the execution and filing of any necessary Code termination statements; (ii) be binding upon Debtor and its successors and assigns; and (iii) inure, together with the rights and remedies of

Bank hereunder, to the benefit of Bank and each of its respective successors, transferees and assigns; no other Persons (including, without limitation, any other creditor of Debtor) shall have any interest herein or any right or benefit with respect hereto. Without limiting the generality of the foregoing clause (iii), Bank may assign or otherwise transfer any indebtedness held by it secured by this Security Agreement to any other Person, and such other Person shall thereupon become vested with all the benefits in respect thereof granted to such party herein or otherwise. Neither this Security Agreement nor any interest herein or in the Collateral, or any part thereof, may be assigned by Debtor.

Section 30. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and are powers coupled with an interest.

Section 31. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

Section 32. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

Section 33. Waivers and Amendments; Governing Law. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by Debtor and Bank in accordance with the Credit Agreement. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the Commonwealth without regard to principles of conflicts of laws.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

BANCO POPULAR DE PUERTO RICO

By: _____
María Fuentes
Senior Vice President

NOVUS, INC.

Address:

PARQUE INDUSTRIAL LOS AÑOS
655 CURITAS STREET
GUAYNABO, PR 00969

By: Carlos Castellón Nigaglioni
Carlos Castellón Nigaglioni
President

Affidavit No. 771

Acknowledged and subscribed to before me by Carlos Castellón Nigaglioni, of legal age, single, a businessman and a resident of Guaynabo, in his capacity as President of Novus, Inc., personally known to me, in San Juan, Puerto Rico, this 9th day of July, 1999.



Carlos P. Santiago Sarkis
NOTARY PUBLIC

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered as of the date first above written.

BANCO POPULAR DE PUERTO RICO

By: Maria Fuentes
María Fuentes
Senior Vice President

NOVUS, INC.

Address:

By: _____
Name: _____
Title: _____

Affidavit No. _____

Acknowledged and subscribed to before me by _____, of legal age, married, a _____ and a resident of _____, in his capacity as _____ of Novus, Inc., personally known to me, in _____, this 9th day of July, 1999.

NOTARY PUBLIC

SCHEDULE 1

PRIOR LIENS

None.

SCHEDULE 2

DESCRIPTION OF INSTRUMENTS

Mortgage Note dated July 9, 1999, in the principal amount of \$480,000, plus interest, executed under affidavit no. 239 before Notary Public Gustavo J. Umpierre Pontón, secured by a Mortgage constituted pursuant to Deed number 7 of July 9, 1999, before Notary Public Gustavo J. Umpierre Pontón.

MORTGAGE NOTE

-----VALUE: \$480,000 San Juan, Puerto Rico.

-----DUE: ON DEMAND.

-----"FOR VALUE RECEIVED, the undersigned promises to pay to the bearer, on demand, the principal sum of FOUR HUNDRED EIGHTY THOUSAND DOLLARS (\$480,000) in currency of the United States of America. The unpaid balance of this Note shall bear interest from the date of this Note until full payment hereof at a fluctuating annual rate equal to [two percent (2%)] over and above the [Base Rate], with each change in such fluctuating rate to take effect simultaneously with the corresponding change in the [Base Rate]. Interest hereunder shall be payable monthly, and payments of interest and principal shall be made at the office or domicile of the bearer hereof within the Commonwealth of Puerto Rico, or at such other place as the bearer hereof may from time to time designate in writing. -----

---The term "Base Rate" as used herein means the rate of interest announced publicly from time to time by Citibank, N.A., in New York, as Citibank's Base or Prime Rate. -----

---In the event the holder of this Note is required to initiate legal action for collection hereof (including proceedings under the bankruptcy laws), the undersigned agrees to pay the expenses of such proceedings, court costs, disbursements and reasonable attorney's fees, which amounts will become due and payable immediately upon the filing of such judicial proceedings. -----

---The undersigned, and all others who may become liable for all or any part of this Note, whether as maker, principal, surety, guarantor or endorser, agree hereby to be jointly and severally (solidariamente) liable and jointly and severally waive demand, presentment, protest, notice of dishonor and nonpayment and any and all lack of diligence or delays in collection or enforcement hereof, and expressly agree to extend to the bearer hereof the right of set-off or compensation prior to, on or after maturity or default, and consent to any application of payment of any monies in possession of the bearer hereof belonging to the undersigned or any obligor hereunder related with this Note and to any extension of time, modification of the terms of payment, release of any party liable for this Note, release, substitution or exchange of any property, real or personal, tangible or intangible, guaranteeing payment of the Mortgage securing this Note, agreeing also to any other indulgence or forbearance whatsoever. Any such extension, release, modification, substitution, exchange, indulgence or forbearance may be made without notice to said party, and without in any way affecting the personal liability of any party obliged hereunder. -----

---As security for the payment of the principal of and interest on this Note; for the payment of an additional amount equivalent to five annuities of interest on this Note; for the payment of an additional amount equal to Ten Percent (10%) of the principal sum of this Note to cover any additional sums which may be paid or advanced by the bearer hereof in order to protect the interest of the bearer hereof in the Mortgage (as defined herein) and the interest that may accrue on such payments or advances; and for the payment of an additional amount equal to Ten Percent (10%) of the principal sum of this Note to cover costs and expenses of the bearer hereof in the event of recourse to the courts for collection hereof, the undersigned has constituted a mortgage pursuant to the terms of Deed Number Seven (7) of Mortgage before Notary Public Gustavo J. Umpierre Pontón over a certain real property located in the Municipality of Guaynabo, Puerto Rico (the "Mortgage"). -----

---In the event that this Note shall be assigned or pledged or otherwise encumbered as collateral security for the payment of any obligation of the undersigned or of any other person, the bearer of this Note shall be entitled to the benefits and security afforded by the Mortgage constituted as security for this Note and by any agreement executed by the undersigned assigning, pledging, or encumbering this Note as security therefor, and may enforce the agreements of the undersigned contained in each of said instruments, and may exercise the remedies provided thereby or otherwise in respect thereof without being required first to foreclose the pledge or other lien or encumbrance so constituted upon this Note, all in accordance with the terms of said instruments. No reference herein to said instruments, and no provision of this Note or of said instruments, shall alter or impair the obligation of the undersigned hereon, which is continuing, absolute and unconditional, nor shall such reference affect the negotiability hereof under the Laws of Puerto Rico. -----

---IN WITNESS WHEREOF, the undersigned has caused this Note to be executed this 9th day of July, 1999. -----

NOVUS, INC.

By: Carlos Castellón Nigaglioni
Carlos Castellón Nigaglioni.
President

---Affidavit No. 239

---Subscribed and acknowledged before me in San Juan, Puerto Rico, this ninth (9th) day of July, 1999, by Carlos Castellón Nigaglioni, who is to me personally known, of legal age, single, businessman and a resident of San Juan, Puerto Rico in his capacity as President of Novus, Inc. -----



Gustavo J. Umierre Pontón
NOTARY PUBLIC

SCHEDULE 3

DESCRIPTION OF EQUIPMENT

All Equipment described in Section 2(a)(iv) of the Security Agreement.

SCHEDULE 4

TRADEMARKS

1. **Federal Registered Trademarks.** Annex A hereto sets forth all of the registered Trademarks owned by Debtor as of the date of and subject to the Security Agreement.

2. **Trademarks to be registered in favor of Debtor with the PTO.** Annex B hereto sets forth the Trademarks with respect to which Debtor will seek PTO registration on the date of the Security Agreement.

3. **Trademarks to be registered in Puerto Rico.**

Mark	Class(es)	Reg Number	Reg Date	Exp Date
BAKERS Retail shoe and accessory store services				
BAKERS Perfume, shoe polishes, shoe sprays, and shoeshine with sponge applicator; sunglasses; jewelry, wallets, backpacks, and handbags; shoe brushes and shoe sponges; clothes, namely hats, belts, socks, shoes, scarves, tights...				
THE WILD PAIR Shoes				
THE WILD PAIR Retail store services dealing with the sale of shoes and accessories				

Registration in the U.S. PTO for Bakers

Mark Goods/Services	Class(es)	Reg Number	Reg Date	Exp Date
615 COMFORT COLLECTION Footwear	25	1,828,910	3/29/94	3/29/04
ALL-ABOUTS Women's and misses' shoes	25	703,587	8/30/60	8/30/00
ATTACH II (Stylized) Hair clips and shoe ornaments, namely, bows, buckles, rosettes, rhinestones, geometric shapes, crystals and bootstraps	26	1,559,997	10/10/89	10/10/09
B.Y.O.S. & Design Sunglasses	9	1,569,446	12/5/89	12/5/09
BAKERS Retail shoe and accessory store services	35	719,778	8/8/61	8/8/01
CAPTIVATORS (Stylized) Ladies' shoes made of leather, rubber, fabrics, plastic, and combinations thereof	25	418,722	1/8/46	1/8/06
CASUALETS (Stylized) Ladies' shoes of leather, rubber, fabric, and/or combinations of same	25	389,236	7/29/41	7/29/01
COSMICS Women's shoes and socks	25	2,070,006	6/10/97	6/10/07
COSMICS & Design Shoe cleaner and conditioner	3	1,459,800	10/6/67	10/6/07
DANCIN' & Design Handbags	18	1,503,929	9/13/88	9/13/08
DELINDA Women's shoes	25	745,529	2/19/63	2/19/03
DUCK Design Shoes	25	1,547,460	7/11/89	7/11/09
DUCK Design Handbags; socks	18, 25	1,558,021	9/26/89	9/26/09
EBS (Stylized) Shoes for men, women and children	25	723,149	10/24/61	10/24/01

Mark Goods/Services	Class(es)	Reg Number	Reg Date	Exp Date
INTAGLIO Women's shoes	25	772,364	6/30/64	6/30/04
JEWEL BOX Shoes	25	671,254	12/16/58	12/16/98
JOHN MALLOY Men's and boys' shoes	25	857,971	10/1/68	10/1/08
MAR-V-LUS (Stylized) Hosiery	25	228,068	5/24/27	5/24/07
MISTER L (Stylized) Women's shoes	35	713,222	3/28/61	3/28/01
MODA ATTIVA & Design Handbags	18	1,715,757	9/15/92	9/15/02
MODA ATTIVA PRIMA IL DOVERE E POT IL PLACERE & Design Handbags	18	1,715,758	9/15/92	9/15/02
NO PARKING Shoes	25	1,943,049	12/19/95	12/19/05
PEACOCKS & Design Handbags	18	1,477,700	2/23/88	2/23/08
PEACOCKS & Design Women's shoes	25	1,897,614	6/6/95	6/6/05
PEACOCKS PREMIER Shoes	25	1,943,042	12/19/95	12/19/05
PEACOCKS SIGNATURE SERIES & Design Women's shoes	25	1,918,063	9/12/95	9/12/05
PLATTO (Stylized) Shoes	25	1,718,324	9/22/92	9/22/02
PREVIA & Design Shoes	25	1,528,374	3/7/89	3/7/09
QUALI CRAFT (Stylized) Ladies' shoes made of leather, rubber, fabrics, plastic, and combinations thereof	25	430,591	6/17/47	6/17/07
RIVERSTONE & Design Women's shoes	25	1,994,359	8/20/96	8/20/06

Mark Goods/Services	Class(es)	Reg Number	Reg Date	Exp Date
SHEELD Protective cover for ladies' and misses' shoe heels	6	823,905	2/14/67	2/14/07
SWEETS Shoes	25	1,122,862	7/24/79	7/24/99
SWEETS (Stylized) Women's legwear, namely, hosiery, socks and leg warmers	25	1,430,331	2/24/87	2/24/07
SWING & Design Shoes	25	1,504,057	9/13/88	9/13/08
THE LEGWORKS Socks	25	986,497	6/18/74	6/18/04
TOPICALS Shoes for women and misses	25	727,741	2/20/62	2/20/02
WHITE BRIGHT Cleaner-conditioner for leather and vinyl	3	1,101,116	9/5/78	9/5/98

State Registration for Bakers

Mark Goods/Services	Registration No	Registration Date	Exp Date	State
INSPIRATION Clothing	37698	9/12/80	9/12/00	TX

Registration in the U.S. PTO for Wild Pair

Mark Goods/Services	Class(es)	Reg Number	Reg Date	Exp Date
SUBTERREAN & Design Shoes	25	1,771,564	5/18/93	5/18/03
THE WILD PAIR Shoes	25	955,819	3/20/73	3/20/03
THE WILD PAIR Retail store services dealing with the sale of shoes and accessories	42	977,532	1/22/74	1/22/04
THE WILD PAIR & Design Handbags; hosiery, sweatshirts, pantyhose, socks, shirts, and belts	18, 25	1,495,801	7/12/88	7/12/08
VELOCITY Retail store services in the field of shoes and related accessories	42	1,594,711	5/1/90	5/1/00
WILD PAIR (Stylized) Shoes	5	1,198,008	6/15/82	6/15/02
WILD THINGS (Stylized) Jewelry (namely earrings); shoe ornaments	14, 26	1,530,800	3/21/89	3/21/09
WILD WEAR (Stylized) Sweatshirts, panthose, socks, shirts	25	1,482,435	3/29/88	3/29/08

**Copyrights Registered in U.S. Copyright
Office for Wild Pair**

Copyright	Copyright #	Registration Date	Goods
WILD PAIR: HE'S A MAN WHO'S FAST ON HIS FEET SHE'S A WOMAN FAST ON HER FEET	PAu 1029349	6/5/85	Song
WILD PAIR: HE'S A MAN WHO'S FAST ON HIS FEET SHE'S A WOMAN FAST ON HER FEET	SRu 75-601	6/4/85	Song
WILD PAIR: HE'S A MAN WHO'S FAST ON HIS FEET SHE'S A WOMAN FAST ON HER FEET	PAu 731-373	6/4/85	Song
WILD PAIR: HE'S A MAN WHO'S FAST ON HIS FEET SHE'S A WOMAN FAST ON HER FEET	SRu 122-486	3/2/87	Song

Pending Marks in U.S. PTO for Bakers

Mark Goods/Services	Class(es)	Filing Date	Serial Number
BAKERS Perfume, shoe polishes, shoe oils, shoe sprays, and shoeshine with sponge applicator; sunglasses; jewelry; wallets, backpacks and handbags; shoe brushes and shoe sponges; clothing, namely, hats, belts, socks, shoes, scarves, tights...(see file)	3,9,14,18,21,25 26	3/12/98	75/449,163
BAKERS COMFORT COLLECTION Footwear	25	10/26/98	75/577,242
EC EUROCLUB Footwear	25	1/26/99	75/627,807
NO PARKING & Design Handbags and wallets; shoes	18,25	6/19/98	75/505,112
NP & Design Handbags and wallets; shoes	18,25	6/12/98	75/501,178

Pending Marks in U.S. PTO for Wild Pair

Mark Goods/Services	Class(es)	Filing Date	Serial Number
MOSA Shoes	25	6/12/98	75/501,190

Pending Marks in U.S. PTO for Wild Pair

Mark	Goods/Services
DYEABLES	Shoes;purses
TOWN & COUNTRY & Design	Shoes

Trademarks to be registered in favor of Debtor with the PTO

Mark Goods/Services	Class(es)	Reg Number	Reg Date	Exp Date
BAKERS Retail shoe and accessory store services	35	719,778	8/8/61	8/8/01
THE WILD PAIR Shoes	25	955,819	3/20/73	3/20/03
THE WILD PAIR Retail store services dealing with the sale of shoes and accessories	42	977,532	1/22/74	1/22/04

Mark Goods/Services	Class(es)	Filing Date	Serial Number
BAKERS Perfume, shoe polishes, shoe oils, shoe sprays, and shoeshine with sponge applicator; sunglasses; jewelry; wallets, backpacks and handbags; shoe brushes and shoe sponges; clothing, namely, hats, belts, socks, shoes, scarves, tights...	3,9,14,18,21,25 26	3/12/98	75/449,163

SCHEDULE 5

LOCATION OF COLLATERAL

1. Accounts and Inventory. See list of locations set forth in Annex A to this Schedule 5.
2. Equipment. See list of locations set forth in Annex B to this Schedule 5.

NOVUS	ADDRESS	PHONE	PHONE
1	103 Plaza Las Américas Suite 188 Plaza Las Américas F.D. Roosevelt Avenue San Juan, PR 00918	753-6415 754-1695 764-5045	764-5045
2	106 Plaza Carolina Suite 148 Plaza Carolina Mall Loíza Expw & 65 th Infantry Exit Fragoso Ave. Carolina, PR 00987	752-1278 752-2535 768-0435	752-1278
3	107 Plaza Centro Suite I-B-1 Plaza Centro Shopping Center Rafael Cordero Street Caguas, PR 00725	744-1220 745-2330 746-3434	744-1220
4	108 Santa María Suite I-B Santa María Shopping Center Road #841 Km. 2.6 Guaynabo, PR 00969	720-2741 720-5810	720-5810
5	111 Santa Rosa Suite 31 Santa Rosa Mall Road #2 Km. 9.0 Bayamón, PR 00959	740-2600 785-1164 798-4690	798-4690
6	114 Mayaguez Suite 014 Mayaguez Mall Road #2 Km. 159.4 975 Hostos Avenue Mayaguez, PR 00680-1256	265-3245 265-6565 265-6567	265-3245
7	115 Plaza Del Caribe Suite 110 Plaza Del Caribe Road #2 Km. 227.8 275 Bypass Avenue Ponce, PR 00731	259-7535 259-7565 848-8771	259-7535
8	117 Plaza Del Norte Suite A-102 Plaza Del Norte Road #2 Km. 81.9, Carrizales Ward 506 Truncado Street Hatillo, PR 00659	817-8489 880-4398 880-4424	880-4424
9	120 Montehiedra Suite 044 Montehiedra Towncenter 9410 Los Romeros Road San Juan, PR 00926	287-2350 789-6010 789-6055	789-6055
10	121 Palma Real Suite C-118 Plaza Palma Real Road #3 & Road #53 Km. 78.2 Humacao, PR 00791	285-8233 852-2360 852-2575	852-2575
11	122 Las Catalinas Suite 670 Las Catalinas Mall Road #156 & Road #52, Pueblo Ward Caguas, PR 00725	286-2215 744-1875 744-1877	286-2215
12	123 San Patricio (Equis) Suite B-3 San Patricio Plaza San Patricio Avenue Guaynabo, PR 00968	774-0650 774-0651 774-0652	774-0652
13	126 Plaza Del Sol (Equis) Suite 1480 Plaza Del Sol Sierra Bayamón 725 West Main Avenue Bayamón, PR 00959	778-1580 778-1581	778-1580

SIP/04/01		SIP/04/01/01		SIP/04/01/01/01	
GALERIA		Suite 121-A		San Juan, PR	
23	302 Plaza Las Américas	Plaza Las Américas	F.D. Roosevelt Avenue	753-1108 753-1141 753-1384 763-8754	763-8754

SERIAL	ADDRESS	PHONE NUMBER
24	FLORSHEIM 403 Plaza Las Américas Suite 016 Plaza Las Américas F.D. Roosevelt Avenue San Juan, PR 00918	754-0996 764-4335 765-7040

	NAME	ADDRESS	CITY	STATE	ZIP	PHONE	FAX
	NATURALIZER						
25	512 Plaza Carolina	Suite 153 Plaza Carolina Mall	Lolza Expw & 65 th Infantry Exit Fragoso Avenue	Carolina, PR 00987		276-0995 752-1275 757-1210	276-0995
26	516 Plaza Del Caribe	Suite 217 Plaza Del Caribe	Road #2 Km. 227.8 275 Bypass Avenue	Ponce, PR 00731		259-7208 259-7797	259-7797

METRO		Plaza Las Américas		F.D. Roosevelt Avenue		San Juan, PR		765-2164		765-2164	
27	609 Plaza Las Américas (Equis)	Suite 197	Plaza Las Américas	F.D. Roosevelt Avenue		San Juan, PR 00918		765-2164		765-2164	
28	618 Plaza Del Norte	Suite D-102	Plaza Del Norte	Road #2 Km. 81.9, Carrizales Ward, 506 Truncado Street		Hatillo, PR 00659		880-8019		880-8019	
29	624 Plaza Del Sol	Suite 1145	Plaza Del Sol	Road 167 & Road 29		Bayamón, PR 00959		778-2540		778-2540	
30	626 Plaza Del Caribe	Suite 171	Plaza Del Caribe	Road #2 Km. 227.8 275 Bypass Avenue		Ponce, PR 00731		812-2668		812-2669	

KAZUAL		Suite E-18		San Patricio Plaza		San Patricio Avenue		Guaynabo, PR	
31	701 San Patricio	Suite E-18	San Patricio Plaza	San Patricio Avenue	Guaynabo, PR	781-7215	781-7215	00918	782-6699
32	705 Montehiedra	Suite 611	Montehiedra Towncenter	9410 Los Romeros Road	San Juan, PR	790-0640	790-1440	00926	790-0680
						790-1140			

	BAKERS			ADDRESS		PHONE	MOBILE
34	802 Plaza Carolina	Plaza Carolina Mall	Loiza Expw & 65 th Infantry Exit Fragoso Street	Carolina, PR 00987	752-8757	757-6550	
35	803 Plaza Del Sol	Plaza Del Sol	Sierra Bayamón 725 West Main Avenue	Bayamón, PR 00959	780-3914	785-0542	
36	804 Plaza Del Caribe	Plaza Del Caribe	Road #2 Km. 227.8 275 Bypass Avenue	Ponce, PR 00731	842-3606	842-3607	
37	805 Plaza Del Norte	Suite D-110 Plaza Del Norte	Road #2 Km. 81.9 Carrizales Ward, 506 Truncado Street	Hatillo, PR 00659	878-2219	880-7712	
38	806 De Diego St.	Plaza De Diego	61 Paseo De Diego Río Piedras	San Juan, PR 00926	753-6599	753-7090	
39	807 Mayaguez Mall	Suite 745 Mayaguez Mall	Road #2 Km. 159.4 975 Hostos Avenue	Mayaguez, PR 00680-1256	831-7503		
40	808 Montehiedra	Montehiedra Towncenter	9410 Los Romeros Road	San Juan, PR 00926	789-1340	789-1360	
41	809 Las Catalinas	Las Catalinas Mall	Road #156 & Road #52, Pueblo Ward	Caguas, PR 00725	286-2205	286-0033	
42	810 Plaza Palma Real	Suite C-110 Plaza Palma Real	Road #3 & Road #53 Km. 78.2	Humacao, PR 00791	286-7634	285-7616	
43	811 Plaza Río Hondo	Plaza Río Hondo	Comerio Avenue & Expreso De Diego	Bayamón, PR 00961	795-2445	795-2725	
44	812 Plaza Fajardo	Plaza Conquistador	Road 3 & Road 940	Fajardo, PR 00738	860-6144		
45	814 Aguadilla Shopping Mall	Aguadilla Shopping Mall	Road #2 Km. 126.7	Aguadilla, PR 00605	891-5790	882-4295	
46	815 Santa Rosa	Santa Rosa Mall	Road #2 Km. 9.0	Bayamón, PR 00959	780-7455	787-6147	
47	816 Plaza Isabela	Plaza Isabela	Road #2 Intersection 494	Isabela, PR 00662	830-1570	830-6505	
48	817 Ponce Pueblo		84 Plaza Muñoz Rivera	Ponce, PR 00731	840-1046	840-2755	
49	818 Plaza Del Atlántico	Plaza Del Atlántico	Road #2 Km.	Arecibo, PR 00612	879-1727	817-4017	

WILD PAIR							
51	902 Plaza Carolina	Plaza Carolina Mall	Loiza Expw & 65 th Infantry Exit Fragoso Avenue	Carolina, PR 00987	752-5540	752-6360	
52	903 Plaza Del Sol	Suite 1510 Plaza Del Sol	Sierra Bayamón 725 West Main Avenue	Bayamón, PR 00959	785-0343	785-0347	
53	904 Plaza Del Caribe	Plaza Del Caribe	Road #2 Km. 227.8 275 Bypass Avenue	Ponce, PR 00731	848-4224		
54	905 Plaza Del Norte	Plaza Del Norte	Road #2 Km. 81.9 Carrizales Ward, 506 Truncado Street	Hatillo, PR 00659	878-8581		
55	906 De Diego Street	Plaza De Diego	61 Paseo De Diego Rio Piedras	San Juan, PR 00926	759-6665		
56	907 Mayaguez Mall	Mayaguez Mall	Road #2 Km. 159.4 975 Hostos Avenue	Mayaguez, PR 00680-1256	832-8411		
57	908 Montehiedra	Montehiedra Towncenter	9410 Los Romeros Road	San Juan, PR 00926	789-1395	789-1390	
58	909 Las Catalinas	Las Catalinas Mall	Road #156 & Road #52, Pueblo Ward	Caguas, PR 00725	286-0020	286-0060	

	STORE	ADDRESS	PHONE	MOBILE
	BAKERS			
34	802 Plaza Carolina	Plaza Carolina Mall	Loiza Expw & 65 th Infantry Exit Pragos Street	Carolina, PR 00987
35	803 Plaza Del Sol	Suite 1280 Plaza Del Sol	Sierra Bayamón 725 West Main Avenue	Bayamón, PR 00959
36	804 Plaza Del Caribe	Plaza Del Caribe	Road #2 Km. 227.8 275 Bypass Avenue	Ponce, PR 00731
37	805 Plaza Del Norte	Suite D-110 Plaza Del Norte	Road #2 Km. 81.9 Carrizales Ward, 506 Truncado Street	Hatillo, PR 00659
38	806 De Diego St.	Plaza De Diego	61 Paseo De Diego Río Piedras	San Juan, PR 00926
39	807 Mayaguez Mall	Suite 745 Mayaguez Mall	Road #2 Km. 159.4 975 Hostos Avenue	Mayaguez, PR 00680-1256
40	808 Montehiedra	Montehiedra Towncenter	9410 Los Romeros Road	San Juan, PR 00926
41	809 Las Catalinas	Las Catalinas Mall	Road #156 & Road #52, Pueblo Ward	Caguas, PR 00725
42	810 Plaza Palma Real	Suite C-110 Plaza Palma Real	Road #3 & Road #53 Km. 78.2	Humacao, PR 00791
43	811 Plaza Río Hondo	Plaza Río Hondo	Comerio Avenue & Expreso De Diego	Bayamón, PR 00961
44	812 Plaza Fajardo	Plaza Conquistador	Road 3 & Road 940	Fajardo, PR 00738
45	814 Aguadilla Shopping Mall	Aguadilla Shopping Mall	Road #2 Km. 126.7	Aguadilla, PR 00605
46	815 Santa Rosa	Santa Rosa Mall	Road #2 Km. 9.0	Bayamón, PR 00959
47	816 Plaza Isabela	Plaza Isabela	Road #2 Intersection 494	Isabela, PR 00662
48	817 Ponce Pueblo	84 Plaza Muñoz Rivera		Ponce, PR 00731
49	818 Plaza Del Atlántico	Plaza Del Atlántico	Road #2 Km.	Arecibo, PR 00612
			879-1727	817-4017

STREET		ADDRESS		PHONE	
WILD PAIR					
51	902 Plaza Carolina	Plaza Carolina Mall	Loiza Expw & 65 th Infantry Exit Fragoso Avenue	Carolina, PR 00987	752-5540
52	903 Plaza Del Sol	Suite 1510 Plaza Del Sol	Sierra Bayamón 725 West Main Avenue	Bayamón, PR 00959	785-0343
53	904 Plaza Del Caribe	Plaza Del Caribe	Road #2 Km. 227.8 275 Bypass Avenue	Ponce, PR 00731	848-4224
54	905 Plaza Del Norte	Plaza Del Norte	Road #2 Km. 81.9 Carrizales Ward, 506 Truncado Street	Hatillo, PR 00659	878-8581
55	906 De Diego Street	Plaza De Diego	61 Paseo De Diego Río Piedras	San Juan, PR 00926	759-6665
56	907 Mayaguez Mall	Mayaguez Mall	Road #2 Km. 159.4 975 Hostos Avenue	Mayaguez, PR 00680-1256	832-8411
57	908 Montehiedra	Montehiedra Towncenter	9410 Los Romeros Road	San Juan, PR 00926	789-1395
58	909 Las Catalinas	Las Catalinas Mall	Road #156 & Road #52, Pueblo Ward	Caguas, PR 00725	286-0020
					286-0060