

07-09-1999

Attorney Docket No.: 10202-1



101087056

To the Honorable Commissioner of Patent and Trademarks, Please receive the enclosed documents or copy thereof.

1. Name of conveying party(ies):

**The Chase Manhattan Bank
(National Association) as administrative agent**

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

**Buster Brown Apparel, Inc.
2001 Wheeler Avenue
Chattanooga TN 37406**

- ☐ Individual(s) citizenship:
☐ Association:
☐ General Partnership:
☐ Limited Partnership:
☒ Corporation-State: Delaware
☐ Other:

If assignee is not domiciled in the U.S.A., a domestic representative designation is attached: ☐ Yes; ☐ No

(Designations must be a separate document from Assignment)

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other: **Release Under Security Agreement**

Execution Date: June 24, 1999

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

A. Trademark Application No.(s):
None

B. Trademark Registration No.(s):
See attached list Schedule A

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

Scott W. Goode
PANITCH SCHWARZE JACOBS & NADEL, P.C.
One Commerce Square
2005 Market Street, 22nd Floor
Philadelphia, PA 19103-7086
Telephone: 215-567-2020
Facsimile: 215-567-2991
E-Mail: psjn@psjn.com

6. Total number of applications and registrations involved: [20]

7. Total fee (37 CFR 3.41) Cal. 1 x \$40.00 = \$ 40.00
19 x \$25.00 = \$ 475.00
\$ 515.00

☒ Authorized to be charged to deposit account

8. Deposit account number: 16-0235

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08 FC:481 Statement and Signature
08 FC:482 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.

Scott W. Goode
Name of Person Signing

Signature

July 2, 1999
Date

Total number of pages including cover sheet, attachments and document: [9]

**Schedule 1
to Trademark
Security Agreement**

U.S. TRADEMARK REGISTRATIONS

Mark	Reg. No.	Reg. Date
BUSTER BROWN	51,981	05/01/06
DARN-LESS	128,885	01/12/20
BUSTER BROWN'S	129,233	01/27/20
BUSTER BROWN	221,202	11/23/26
GIRLIE	307,155	10/17/33
BUSTER BROWN	505,224	12/28/48
BUSTER BROWN & DESIGN	505,225	12/28/48
KELLYN	582,321	11/10/53
GIRLIE	601,905	02/08/55
SLAMMER BUNNIES	686,368	10/06/59
BUSTER BROWN	732,513	06/05/62
BUSTER BROWN & DESIGN	800,744	12/21/65
BUSTER BROWN & DESIGN	981,179	03/26/74
BATTER'S BOX	1,086,513	02/28/78
DOUBLE B	1,099,641	08/15/78
CRAYON CROWD	1,241,251	06/07/83
TIGER'S PALS	1,329,707	04/09/85
BETSY AND BOBBY	1,411,428	09/30/86
BUSTERS AND DESIGN	1,485,310	04/19/88
KABOOM & DESIGN	1,508,223	10/11/88

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U.S. TRADEMARK APPLICATIONS

Mark	Serial No.	Filing Date
NONE		

RELEASE UNDER SECURITY AGREEMENT

WHEREAS, Buster Brown Apparel, Inc. (the "Borrower") is party to that certain Credit Agreement dated February 10, 1993 (as amended, modified, or supplemented from time to time, the "Credit Agreement"); and

WHEREAS, in order to secure the payment, observance and performance of such guaranty obligations, the Borrower executed in favor of The Chase Manhattan Bank (the "Secured Party") a Security Agreement, dated as February 10, 1993 (the "Security Agreement"), as recorded in the United States Patent and Trademark Office at Reel 0931, Frame 176, on February 11, 1993, with respect to certain trademarks, pursuant to which the Borrower granted to the Secured Party, according to the terms of the Security Agreement, a security interest in all of its right, title and interest in and to all its Trademark Collateral as that term is defined in the Security Agreement;

WHEREAS, the Borrower has satisfied all of its obligations under the Credit Agreement, and the Secured Party desires to release its security interest in the Trademark Collateral.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Secured Party does hereby release and relinquish to the Borrower all its right, title and interest in and to the Trademark Collateral and does hereby agree to the filing of this release in the United States Patent and Trademark Office, with the Security Agreement.

THE CHASE MANHATTAN BANK

By: [Signature]
Title: Vice President

Subscribed to and sworn before me this
24th day of June, 1999.

[Signature]

Notary Public

My Commission Expires **NATHANIEL T. WEINER**
Notary Public, State of New York
No. 02WE6008971
Qualified in New York County
Commission Expires 07/08/2000

(EXECUTION COPY)

TRADEMARK SECURITY AGREEMENT**(TRADEMARKS, TRADEMARK REGISTRATIONS, TRADEMARK APPLICATIONS AND TRADEMARK LICENSES)**

WHEREAS, Buster Brown Apparel, Inc., a Michigan corporation (herein referred to as "Grantor"), owns, or, in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, BBA Acquisition Corporation, certain lenders, and The Chase Manhattan Bank (National Association), as administrative agent, are parties to a Credit Agreement of even date herewith (as the same may be amended and in effect from time to time among said parties and such lenders (the "Lenders") as may from time to time be parties thereto, the "Credit Agreement");

WHEREAS, Grantor may, after the date hereof, become obligated to the Lenders in respect of indebtedness under one or more Interest Rate Agreements (as defined in the Credit Agreement) as contemplated by Section 9.23 of the Credit Agreement; and

WHEREAS, pursuant to the terms of the Security Agreement of even date herewith (as said Agreement may be amended and in effect from time to time, the "Security Agreement") among Grantor, BB&T Management Corp. and The Chase Manhattan Bank (National Association), as administrative agent for the secured parties referred to therein (in such capacity, together with its successors in such capacity, "Grantee"), Grantor has granted to Grantee for the benefit of such secured parties a security interest in substantially all the assets of Grantor, including all right, title and interest of Grantor in, to and under the Trademark Collateral (as defined below), whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein

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TRADEMARK

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collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each Trademark registration and application referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each Trademark licensed pursuant thereto; and

(iii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of and revenues from any claim by Grantor against third parties for past, present or future unfair competition with, or violation of intellectual property rights in connection with or injury to, or infringement or dilution of, any Trademark owned by Grantor, including, without limitation, any Trademark referred to in Schedule 1 hereto, and all rights and benefits of Grantor under any Trademark License, including, without limitation, any Trademark License identified in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as any Event of Default (as defined in the Credit Agreement) has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which Grantor might take with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

Except to the extent permitted in the Security Agreement or the Credit Agreement, Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage

/s/02a/04675/051/SA/tea

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or otherwise encumber, any of the foregoing Trademark Collateral.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this
Trademark Security Agreement to be duly executed by its
officer thereunto duly authorized as of the 10th day of
February, 1993.

Buster Brown Apparel, Inc.

By: 

Title: _____

Acknowledged:

THE CHASE MANHATTAN BANK
(NATIONAL ASSOCIATION),
as Administrative Agent

By: 

Title: _____

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

I, Javier Soto, a Notary Public in and
for said County, in the State aforesaid, DO HEREBY CERTIFY,
that _____ of Buster
Brown Apparel, Inc., personally known to me to be the same
person whose name is subscribed to the foregoing instrument
as such _____, appeared before me this day in
person and acknowledged that (s)he signed, executed and
delivered the said instrument as her/his own free and
voluntary act and as the free and voluntary act of said
Company, for the uses and purposes therein set forth being
duly authorized so to do.

GIVEN under my hand and Notarial Seal this 10th day of February, 1993.

[Seal]

Signature of notary public
My Commission expires

Notary Public
 State of New York
 County of [illegible]
 I, [illegible], Notary Public for the State of New York, do hereby certify that [illegible] is the true and correct copy of the original [illegible] filed in my office on [illegible] day of [illegible] 19[illegible].
 My Commission Expires on [illegible] day of [illegible] 19[illegible].
 [illegible] Notary Public
 [illegible]

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PATENT & TRADEMARK OFFICE

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TRADEMARK LICENSES

Name	Licensor/ Licensee	Date	Subject Matter
"Peanuts" License Agreement for Canada	United Feature Syndicate, Inc./ Buster Brown	02/05/92	Use of Peanuts, Peanuts characters and Peanuts names from the comic strip "Peanuts," created by Charles M. Schultz, both as trademarks and as copyrighted designs.
"Peanuts" License Agreement for the U.S., the Bahamas and the Caribbean	United Feature Syndicate, Inc./ Buster Brown	02/28/91	Use of Peanuts, Peanuts characters and Peanuts names from the comic strip "Peanuts," created by Charles M. Schultz, both as trademarks and as copyrighted designs.
"Peanuts" License Agreement for the U.S., the Bahamas and the Caribbean	United Feature Syndicate, Inc./ Buster Brown	06/01/87, amended 03/15/91	Use of Peanuts, Peanuts characters and Peanuts names from the comic strip "Peanuts," created by Charles M. Schultz, both as trademarks and as copyrighted designs.
"Beatrix Potter" License Agreement for the U.S., the Caribbean, the Bahamas, Mexico, Guam and the Middle East	Frederick Warne & Co./ Buster Brown	12/19/88	Use of the names, characters, designs, and symbols created by Beatrix Potter both as trademarks and as copyrighted designs.
"Lycra" Agreement with Du Pont	E.I. Du Pont de Nemours & Company/ Buster Brown	06/24/92	Use of the certification mark Lycra® in connection with apparel manufactured containing first quality yarns.

TRADEMARK

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