

07-22-1999

HEET



101099057

Attorney Ref. No. 19900.04

To the Honorable Commissioner of Patents and T

1. Name of conveying party:

Lion Licensing, Ltd.

MRS  
7-15-99

Corporation - State of Delaware

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

2. Name and Address of receiving party:

Name: The Chase Manhattan Bank, as Agent

Address: 1411 Broadway, 5th Floor  
New York, NY 10018

Other - New York Banking Corporation

If assignee is not domiciled in the United States, a domestic representative designation is attached:  Yes  No  Not applicable  
(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached?  Yes  No

3. Nature of conveyance:

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

Execution Date: July 9, 1999

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

A. Trademark Application Nos.

75/499854 and 75/497417

B. Trademark Registration Nos.

- see attached Schedule

Additional numbers attached  Yes

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

Jeffrey H. Epstein, Esq.  
Cowan, Liebowitz & Latman, P.C.  
1133 Avenue of the Americas  
New York, NY 10036-6799

6. Total number of applications and registrations involved:

Thirty-seven (37)

7. Total fee (37 CFR 3.41)..... \$940

Enclosed

940E

Any deficiency is authorized to be charged to  
Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

(Attach duplicate copy of this page if paying by deposit account)

"Express Mail" mailing label number E100768411045  
Date of Deposit July 15, 1999  
I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2800 Crystal Drive, Arlington, Virginia 22202 on July 15, 1999

Ellen Kramer  
Name of person mailing paper or fee  
Ellen Kramer  
Signature of person mailing paper or fee

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Jeffrey H. Epstein  
Name of Person Signing

Jeffrey H. Epstein 7/15/99  
Signature Date

Total number of pages (including cover sheet, attachments, and document): 11 (eleven) pages.

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

07/21/1999 MTHAI1 00000148 74499854

01 FC:481 40.00 DP  
02 FC:482 900.00 DP

# Schedule

Country: <b>United States</b>							
<u>Mark</u>	<u>Classes</u>	<u>App. #</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Status</u>	
A LOGO	25	74/096741	9/13/90	1857279	10/4/94	Registered	
AKII	14	75/257225	3/14/97	2197271	10/20/98	Registered	
AKII	18	75/252754	3/6/97	2199398	10/27/98	Registered	
ANNE KLEIN	3			1016644	7/29/75	Registered	
ANNE KLEIN	9			1074926	10/11/77	Registered	
ANNE KLEIN	14			1046318	8/17/76	Registered	
ANNE KLEIN	18			1016890	7/29/75	Registered	
ANNE KLEIN	18			1052858	11/16/76	Registered	
ANNE KLEIN	25			1006943	3/18/75	Registered	
ANNE KLEIN	25			1049090	9/28/76	Registered	
ANNE KLEIN	42	73/832180	10/18/89	1613344	9/11/90	Registered	
ANNE KLEIN	14, 26			1016832	7/29/75	Registered	
ANNE KLEIN	25	74/267038	4/20/92	1738435	12/8/92	Registered	
ANNE KLEIN & LION HEAD DESIGN	14			1032218	2/3/76	Registered	
ANNE KLEIN & LION HEAD DESIGN	25			1022721	10/14/75	Registered	
ANNE KLEIN & LION HEAD DESIGN	25			1369164	11/5/85	Registered	
ANNE KLEIN & LION HEAD DESIGN	25	73/718990	3/28/88	1511071	11/1/88	Registered	
ANNE KLEIN (SIGNATURE) & LION HEAD DESIGN	18			1147173	2/17/81	Registered	
ANNE KLEIN II	3	73/800175	5/15/89	1598067	5/29/90	Registered	
ANNE KLEIN II	9	73/800176	5/15/89	1611081	8/28/90	Registered	
ANNE KLEIN II	14	73/800201	5/15/89	1573264	12/26/89	Registered	
ANNE KLEIN II	14	74/480111	1/18/94	1876539	1/31/95	Registered	
ANNE KLEIN II	18	73/803880	6/1/89	1596438	5/15/90	Registered	

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ANNE KLEIN II	25	571125	12/2/85	1425808	1/20/87	Registered	
ANNE KLEIN II	25	73/800411	5/15/89	1607519	7/24/90	Registered	
ANNE KLEIN II	25	74/128259	1/7/91	1671841	1/14/92	Registered	
ANNE KLEIN RAINWEAR	25			1410608	9/23/86	Registered	
LION HEAD DESIGN	3			1145619	1/13/81	Registered	
LION HEAD DESIGN	9			1074925	10/11/77	Registered	
LION HEAD DESIGN	14			1032219	2/3/76	Registered	
LION HEAD DESIGN	14			1046317	8/17/76	Registered	
LION HEAD DESIGN	18			1016891	7/29/75	Registered	
LION HEAD DESIGN	18			1052859	11/16/76	Registered	
LION HEAD DESIGN	25			1016971	7/29/75	Registered	
LION HEAD DESIGN	25			1050741	10/19/76	Registered	

# ASSIGNMENT FOR SECURITY

## (TRADEMARKS)

WHEREAS, Lion Licensing, Ltd., a Delaware corporation (the "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to The Chase Manhattan Bank, a New York banking corporation, as administrative and collateral agent (referred to herein as the "Assignee") for (i) the lenders (the "Lenders") named in Schedule 2.01 of the Amended and Restated Credit Agreement dated as of the date hereof, among Kasper, the guarantors named therein (the "Guarantors"), the Lenders, the Assignee and The CIT Group/Commercial Services, Inc., as collateral monitor (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement") and (ii) for itself as issuer of the Letters of Credit and party to the Rate Agreements, and Assignor has entered into a Security Agreement and Mortgage-Trademarks, Patents and Copyrights dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Secured Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Secured Obligations.

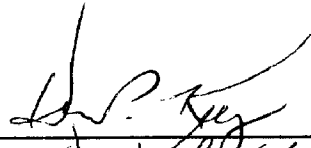
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement and the Credit Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1411 Broadway, 5th Floor, New York, New York

10018.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be  
duly executed by its officer thereunto duly authorized as of the 9<sup>th</sup> day of July, 1999.

LION LICENSING, LTD.

By   
Name: Dennis P. Kelly  
Title: Secretary

**SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY  
TRADEMARKS**

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ANNE KLEIN RAINWEAR	25			1410608	9/23/86	Registered	
BROKEN LANCE & DESIGN	18	75/497417	6/5/98			Filed	
LION HEAD DESIGN	3			1145619	1/13/81	Registered	
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