



08-03-1999



101106321

### 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** 7-30-99

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

Merger  Effective Date  
Month Day Year

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/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual  General Partnership  Limited Partnership  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.)

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

08/02/1999 NGUYEN 00000239 2029787

FOR OFFICE USE ONLY

440E

01 FC:481 40.00 DP  
02 FC:482 400.00 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

REEL: 001937 FRAME: 0590

**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="75/525,610"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="2,029,787"/>	<input type="text" value="1,714,526"/>	<input type="text" value="1,789,969"/>
<input type="text" value="1,988,633"/>	<input type="text" value="2,159,159"/>	<input type="text" value="1,958,812"/>
<input type="text" value="1,988,222"/>	<input type="text" value="1,988,634"/>	<input type="text" value="1,104,524"/>

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

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

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

**Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Name of Person Signing

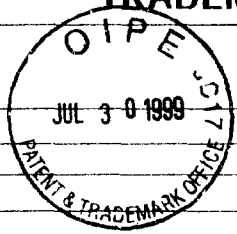
  
Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0951-0027

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



**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization

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

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

Mark if additional numbers attached

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

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

1,767,504	1,253,847	1,253,848
1,955,025	1,988,635	1,242,946
1,966,668		

1  
2  
3  
4 **TRADEMARK AND TRADEMARK**  
5 **APPLICATIONS SECURITY AGREEMENT**

BankBoston Retail Finance Inc.  
AGENT

6  
7  
8 385427.3

9  
10  
11  
12  
13  
14  
15  
16  
17  
18  
19  
20  
21  
22  
23  
24  
25  
26  
27  
28  
29  
30  
31  
32  
33  
34  
35  
36  
37  
38  
39  
40  
41  
MAY 21, 1999

THIS AGREEMENT is made between

BankBoston Retail Finance Inc. (in such capacity, the "**Agent**"), a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as agent for a syndicate of revolving credit lenders and a term lender (the "**Lenders**")

and

JBI Apparel, Inc. (hereinafter, the "**Borrower**"), a Massachusetts corporation with its principal executive offices at 555 Turnpike Street, Canton, Massachusetts 02021

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

*WITNESSETH:*

1. **BACKGROUND:** The Agent and the Borrower have entered in a certain Loan and Security Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which certain credit facilities have been established in favor of the Borrower and under which the Borrower's Liabilities are to be secured by certain of the Borrower's assets, including all Marks. (Terms used herein which are defined in the Loan Agreement are used as so defined).

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby creates a security interest in favor of the Agent (for the ratable benefit of the Agent and the Lenders), with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "**TM Collateral**):

(a) All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark

1 applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part  
2 hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark  
3 applications, service marks, registered service marks, and service mark applications.

4 (b) All renewals of any of the foregoing.

5 (c) All income, royalties, damages and payments now and hereafter due and/or  
6 payable under and with respect to any of the foregoing, including, without limitation, payments under all  
7 licenses entered into in connection therewith and damages and payments for past or future infringements  
8 or dilutions thereof.

9 (d) The right to sue for past, present and future infringements and dilutions of any of  
10 the foregoing.

11 (e) All of Borrower's rights corresponding to any of the foregoing throughout the  
12 world.

13  
14 3. **PROTECTION OF MARKS BY BORROWER:** The Borrower shall undertake

15 the following with respect to each items respectively described in Sections 2(a) and 2(b) , which the  
16 Borrower in good faith believes have more than de minimus value to it or the operation of its business  
17 (collectively, the "**Marks**"):

18 (a) Pay all renewal fees and other fees and costs associated with maintaining the  
19 Marks and with the processing of the Marks.

20 (b) At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent,  
21 processing of each Application for Registration which is the subject of the security interest created herein  
22 and not abandon or delay any such efforts.

23 (c) At the Borrower's sole cost, expense, and risk, take any and all action which  
24 Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's  
25 discretion, the prosecution and defense of infringement actions.

26  
27 4. **BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower

28 represents and warrants that:

29 (a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark  
30 applications, registered service marks and Federal service mark applications now owned by the Borrower.

31 (b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or  
32 security interests to any Person other than to the Agent.

33 (c) The Borrower shall give the Agent written notice (with reasonable detail) within  
34 Ten (10) days following the occurrence of any of the following:

1 (i) The Borrower's obtaining rights to, and filing applications for registration  
2 of, any new trademarks, or service marks, or otherwise acquires ownership of any newly  
3 registered trademarks, registered service marks, trademark applications, or service mark  
4 applications, (other than the Borrower's right to sell products containing the trademarks of others  
5 in the ordinary course of Borrower's business).

6 (ii) The Borrower's becoming entitled to the benefit of any registered  
7 trademarks, trademark applications, trademark licenses, trademark license renewals, registered  
8 service marks, service mark applications, service mark licenses or service mark license renewals  
9 whether as licensee or licensor (other than Borrower's right to sell products containing the  
10 trademarks of others in the ordinary course of Borrower's business).

11 (iii) The Borrower's entering into any new trademark license agreement or  
12 service mark license agreement.  
13

14 5 **AGREEMENT APPLIES TO FUTURE MARKS:**

15 (a) The provisions of this Security Agreement shall automatically apply to any such  
16 additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as  
17 "Marks" within the meaning of this TM Security Agreement.

18 (b) The Borrower hereby authorizes the Agent to take all such action to protect the  
19 Agent's interest in and concerning any future registered trademarks, trademark applications, registered  
20 service marks and service mark applications, written notice of which is so given, *provided, however*, the  
21 Agent's taking of such action shall not be a condition to the creation or perfection of the security interest  
22 created hereby.  
23

24 6. **BORROWER'S RIGHTS TO ENFORCE MARKS:** Prior the Agent's giving of notice  
25 to the Borrower following the occurrence of an Event of Default, the Borrower shall have the exclusive  
26 right to sue for past, present and future infringement of the Marks including the right to seek injunctions  
27 and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third  
28 parties, *provided, however*.

29 (a) The Borrower first provides the Agent with written notice of the Borrower's  
30 intention to so sue for enforcement of any Mark.

31 (b) Any money damages awarded or received by the Borrower on account of such  
32 suit (or the threat of such suit) shall constitute TM Collateral.

33 (c) Following the occurrence of any Event of Default, the Agent, by notice to the  
34 Borrower may be terminate or limit the Borrower's rights under this Section 6.

1           7.       **AGENT'S ACTIONS TO PROTECT MARKS:**   In the event of  
2                   (a)       the Borrower's failure, within Five (5) days of written notice from the Agent, to  
3       cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3; and/or  
4                   (b)       the occurrence of any Event of Default,  
5       the Agent, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the  
6       Borrower's place and stead and/or in the Agents' own right in connection therewith.

7  
8           8.       **RIGHTS UPON DEFAULT:**       Upon the occurrence of any Event of Default, the Agent  
9       may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code  
10       as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in  
11       addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any  
12       person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has  
13       occurred and that the Agent is authorized to exercise such rights and remedies.

14  
15           9.       **AGENT AS ATTORNEY IN FACT:**

16                   (a)       The Borrower hereby irrevocably constitutes and designates the Agent as and for  
17       the Borrower's attorney in fact, effective following the occurrence of any Event of Default:

18                           (i)       To exercise any of the rights and powers referenced in Sections 3 and  
19       5(b).

20                           (ii)       To execute all such instruments, documents, and papers as the Agent  
21       determines to be appropriate in connection with the exercise of such rights and remedies and to  
22       cause the sale, license, assignment, transfer, or other disposition of the Marks.

23                   (b)       The within grant of a power of attorney, being coupled with an interest, shall be  
24       irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

25                   (c)       The Agent shall not be obligated to do any of the acts or to exercise any of the  
26       powers authorized by Section 9(a) herein, but if the Agent elects to do any such act or to exercise any of  
27       such powers, it shall not be accountable for more than it actually receives as a result of such exercise of  
28       power, and shall not be responsible to the Borrower for any act or omission to act except for any act or  
29       omission to act as to which there is a final determination made in a judicial proceeding (in which  
30       proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding  
31       that the subject act or omission to act had been grossly negligent or in actual bad faith.

32  
33           10.       **AGENT'S RIGHTS:**

34                   (a)       Any use by the Agent of the Marks, as authorized hereunder in connection with

1 the exercise of the Lenders' rights and remedies under this Agreement and under the Loan Agreement  
2 shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any  
3 liability for royalties or other related charges.

4 (b) None of this Agreement, the Loan Agreement, or any act, omission, or  
5 circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent  
6 any rights in and to the Marks, which rights are not effective except following the occurrence of any Event  
7 of Default.

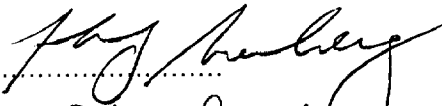
8  
9 11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All  
10 provisions of the Loan Agreement shall apply to the Marks. The Agent shall have the same rights,  
11 remedies, powers, privileges and discretions, with respect to the security interests created in the TM  
12 Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan  
13 Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan  
14 Agreement with respect to all other Collateral.

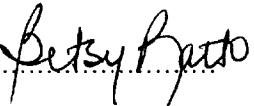
15  
16 12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed  
17 instrument and that all rights and obligations hereunder, including matters of construction, validity, and  
18 performance, shall be governed by the laws of The Commonwealth of Massachusetts.

19  
20  
21 IN WITNESS WHEREOF, the Borrower and the Agent respectively have caused this Agreement  
22 to be executed by their respective duly authorized officers as of the date first above written.

23  
24 JBI APPAREL, INC.  
25 (The "Borrower")

BANKBOSTON RETAIL FINANCE INC.  
(The "Agent")

26  
27 By   
28 Name Philip Rosenberg  
29 Title Ex. V.P.

By   
Name Betsy Ratto  
Title Vice President



Commonwealth of Massachusetts

THE ..... OF Suffolk  
COUNTY OF ....., SS

Then personally appeared before me Philip Rosenbaum who acknowledged that such person is the duly authorized ..... of JBI Apparel, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 21<sup>st</sup> day of May, 1999

Paul J. Rosenbaum  
Notary Public Paul J. Rosenbaum  
My Commission Expires: Sept. 27, 2002

Commonwealth of Massachusetts

THE ..... OF Suffolk  
COUNTY OF .....

Then personally appeared before me Betsy Rath who acknowledged that such person is the duly authorized ..... of BankBoston Retail Finance Inc. and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 21<sup>st</sup> day of May, 1999

Paul J. Rosenbaum  
Notary Public Paul J. Rosenbaum  
My Commission Expires: Sept. 27, 2002

EXHIBIT A

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

**Trademark/Service Mark Registrations**

<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
------------------	----------------------------	--------------------------

**Trademark Applications**

<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
-------------	----------------------	--------------------

385427.3

# U.S. Registrations for Repp, Ltd.

Mark	Reg Number	Reg Date
BAY CREEK	2,029,787 ✓	1/14/97
* BIG & TALL REPP LTD ATHLETIC & Design	1,714,526 ✓	9/8/92
BIG & TALL SHOPPES OF AMERICA	1,789,969 ✓	8/24/93
BRINELLI (Stylized)	1,988,633	7/23/96
* CANYON RIDGE	2,159,159 ✓	5/19/98
* COTTON ROW	1,958,812 ✓	2/27/96
FERRACCI (Stylized)	1,988,222 ✓	7/23/96
FLAGG STAFF	1,988,634 ✓	7/23/96
HARRY'S (Stylized)	1,104,524 ✓	10/17/78
HARRY'S BIG & TALL & Design	1,767,504 ✓	4/27/93
JEREMY PETERS & Design	1,253,847 ✓	10/11/83
JEREMY PETERS JP & Design	1,253,848 ✓	10/11/83
JEREMY SLADE (Stylized)	1,955,025	2/6/96
OCEAN PORT	1,988,635 ✓	7/23/96
* REPP, LTD. & Design	1,242,946 ✓	6/21/83
TOWER BAY	1,966,668 ✓	4/9/96

# Pending Marks for Repp

Mark	Filing Date	Serial Number
* REPP TECH	7/27/98	75/525,610

# Common Law Marks for Repp, Ltd.

**Mark**

---

- \* BIG & TALL PREMIER COLLECTION
- \* CUTTER & BUCK FOR THE BIG & TALL MAN
- \* REPP CLASSICS
- \* REPP LTD BIG & TALL BY MAIL .
- \* REPP LTD BIG & TALL BY MAIL ESSENTIALS
- \* REPP OPTIONS

# Domain Names Registered for Repp, Ltd.

**Domain Name**

---

REPPBIGTALL.COM

REPPBYMAIL.COM

REPPBYNET.COM

REPPLTD.COM

} *all lead to the same site*