

08-06-1999



101112358

MLP
8-6-99

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

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

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

08/09/1999 NTHAI1 00000014 1489444

FOR OFFICE USE ONLY

01 FC:481

40.00 DP

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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

Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

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

<input type="text" value="1,489,444"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<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.

MARK H. MILLER



8/5/99

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

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

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

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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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)

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1,489,444	<input type="text"/>	<input type="text"/>
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TRADEMARK SECURITY AGREEMENT

WHEREAS, Federal Jeans, Inc. ("Federal Jeans"), a New York corporation, has acquired the REVOLT trademark (including U.S. Reg. No. 1,489,444) and all goodwill associated therewith (collectively, the "Mark") from REVOLT CLOTHING DESIGN, INC. ("RCD"), a Canada corporation, pursuant to that certain Settlement Agreement and that certain Trademark Assignment, both dated as of the date hereof;

WHEREAS, Federal Jeans is obligated pursuant to paragraph 6 of (but subject to the terms, conditions and provisions of) the Settlement Agreement to pay RCD certain sums of money as payment for the Mark (the "Obligation"); and

WHEREAS, Federal Jeans desires to grant, and RCD desires to accept, a security interest in the Mark to secure Federal Jeans's performance of the Obligation.

NOW THEREFORE, pursuant and subject to the Settlement Agreement, Federal Jeans hereby grants to RCD a security interest in all right, title and interest and goodwill of Federal Jeans in and to the Mark (the "Security Interest"), to secure Federal Jeans' performance of the Obligation.

When held by Federal Jeans, the REVOLT Mark shall be free and clear of all outstanding liens, charges and other encumbrances (except for those certain liens granted to Towncross Limited and Rosenthal & Rosenthal, Inc.). Federal Jeans shall reasonably preserve common law rights concerning the REVOLT Mark and any REVOLT Mark applications or registrations that Federal Jeans originates.

RCD acknowledges and agrees that the Security Interest shall automatically terminate and be fully released upon Federal Jeans' satisfaction of the Obligation, or otherwise upon the lapsing of the Obligation pursuant and subject to the terms, conditions and provisions of the Settlement Agreement (an "Event of Security Interest Release"). Upon an Event of Security Interest Release, RCD shall execute and deliver such instruments and other writings, and take such other actions, as Federal Jeans may reasonably request to effect or evidence the full termination and release of the Security Interest.

In the event of a conflict between the provisions of this Trademark Security Agreement and the provisions of the Settlement Agreement, the provisions of the Settlement Agreement shall govern.

IN WITNESS WHEREOF, Federal Jeans and RCD have caused this Trademark Security Agreement to be duly executed by their respective officers as of this 2nd day of August 1999.

FEDERAL JEANS INC.

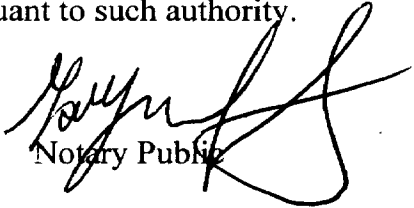
By: _____
Name: Eyal Ben-Yosef
Title: Pres.

STATE OF NEW YORK)

) ss:

COUNTY OF NEW YORK)

On this 2nd day of August 1999, before me personally appeared EYAL Ben-Yosef, to me known, who, being by me duly sworn, did depose and say that he resides at New Jersey and that he is President of Federal Jeans Inc., described in and which executed the foregoing instrument and that he signed his name thereto pursuant to such authority.


Notary Public

GARY R. VON STANGE
Notary Public, State of New York
No. 02VO5079426
Qualified in New York County
Commission Expires June 9, 2001