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08-09-1999

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101111940

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Beldoch Industries Corporation

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State of Delaware
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: June 30, 1999

2. Name and address of receiving party(ies)

Name: The CIT Group/Commercial Services,
Inc., as Agent

Internal Address: _____

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See nine (9) Trademark Registrations
described on Schedule I-A attached hereto.Additional numbers attached? ☒ Yes ☐ No

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

Name: Stephen H. Alpert, Esq.

Internal Address: Otterbourg, Steindler,
Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York State: NY ZIP: 10169

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240

☐ Enclosed☒ Authorized to be charged to deposit account

8. Deposit account number:

50-0520 FDR Peter Harris PH

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

08/10/1999 DCORTES 00000247 500520 000431

DO NOT USE THIS SPACE

01 FC:481 40.00 CH
02 FC:482 200.00 CH

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.

Stephen H. Alpert
Name of Person Signing

Signature

8/3/99

Date

Total number of pages including cover sheet, attachments, and document: 5

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231TRADEMARK
REEL: 001940 FRAME: 0640

SCHEDULE I-A to Beldoch Security Agreement

<u>Trademark</u>	<u>Registration No.</u>
ALBEROY	800,431
ANDREA LAUREN	1,352,914
BELDOCH POPPER	1,175,306
CIGALE	1,354,206
KNIT ESSENTIALS (STYLIZED) AND DESIGN	2,162,536
KNITMAKERS	1,986,467
PRIVATE STOCK	1,789,891
PRIVATE STOCK	1,725,807
PRIVATE STOCK	1,199,187

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Beldoch Industries Corporation, a Delaware corporation (herein referred to as "Assignor"), has adopted and is maintaining the trademarks listed on the annexed Schedule 1-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to THE CIT GROUP/COMMERCIAL SERVICES, INC., as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in Schedules 2.01(a) and (b) of the Credit Agreement dated as of the date hereof, among the Assignor, the other Loan Parties, the Lenders and the Assignee (as amended, modified or supplemented from time to time in accordance with its terms, the "Credit Agreement"), and Assignor has entered into a Security Agreement and Mortgage-Trademarks 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 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 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 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, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 29th day of June, 1999.

BELDOCH INDUSTRIES CORPORATION

By: Beverly Eichel
Name: Beverly Eichel
Title: Exec. V.P.

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SCHEDULE I-A to Beldoch Security Agreement

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