

RECC  
TR

08-16-1999

Docket No.:

015390/0027

Tab settings



101118205

original documents or copy thereof.

1. Name of conveying party(ies):

**XOXO CLOTHING COMPANY, INCORPORATED**  
1411 BROADWAY  
NEW YORK, NEW YORK 10018

- Individual(s)
- General Partnership
- Corporation-State **DELAWARE**
- Other

- Association
- Limited Partnership

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

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

Execution Date: **AUGUST 10, 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 NEW YORK
- Other

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
(Designations must be a separate document from Additional name(s) & address(es)  Yes  N

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

A. Trademark Application No.(s)

SEE  
ATTACHED  
SCHEDULE

B. Trademark Registration No.(s)

SEE  
ATTACHED  
SCHEDULE

Additional numbers

Yes  No

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

Name: JOSHUA R. BRESSLER

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:.....

10

7. Total fee (37 CFR 3.41):.....\$ \$265.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

08/16/1999 DCDATES 0000033 500675 2102098

01 FC:481 40.00 CH  
02 FC:402 225.00 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.

JOSHUA R. BRESSLER

Name of Person Signing

Signature

AUGUST 11, 1999

Date

Total number of pages including cover sheet, attachments, and

6

SCHEDULE A

<u>Mark</u>	<u>Reg./Serial No.</u>	<u>Issue/Filing Date</u>
XOXO	2,102,098	September 30, 1997
XOXO	2,009,243	October 22, 1996
XOXO IN AMERICA AND ABROAD and Design	2,043,508	March 11, 1997
FRAGILE	2,036,037	February 4, 1997
XOXO	75/415,297	January 8, 1998
XOXO	75/415,298	January 8, 1998
XOXO	75/547,330	September 3, 1998
XOXO	75/547,331	September 3, 1998
XOXO	75/547,332	September 3, 1998
XOXO JEANS	75/547,333	September 3, 1998

COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, XOXO Clothing Company, Incorporated, a Delaware corporation (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated August 10, 1999 (the "Security Agreement") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC., as agent for certain lenders (the "Assignee");

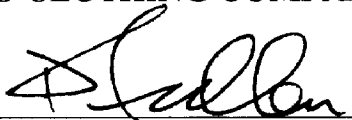
WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will 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 Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Collateral Assignment to be duly executed by its officer thereunto duly authorized as of August 10, 1999.

XOXO CLOTHING COMPANY, INCORPORATED

By: 

Name:

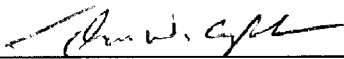
Title: VP, COO

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 10th day of August, 1999, before me personally came David Fiddler, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Chief Operating Officer of XOXO Clothing Company, Incorporated, a Delaware corporation, and that he executed the foregoing instrument in the firm name of XOXO Clothing Company, Incorporated, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



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**THOMAS W. CAPLIS**  
Notary Public, State of New York  
No. 01CA8024777  
Qualified in New York County  
Commission Expires May 17, 2001

SCHEDULE 1A TO COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

SCHEDULE A

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