

FORM PTO-1594
(Rev. 6-93) *md 9/3/99*
OMB No. 0651-0011 (exp. 4/94)

RI

09-07-1999



3 SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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101136217

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

1. Name of conveying party(ies):

Bugle Boy Industries, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State - California
☐ 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: August 1, 1999

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address: Suite 1500

Street Address: 11111 Santa Monica Blvd.

City: Los Angeles State: CA ZIP: 90025

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

See Schedule 1 attached

B. Trademark Registration No.(s)

See Schedule 1 attached

Additional numbers attached? ☐ Yes ☐ No

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

Name: Atten: Kai Williamson

Internal Address: Suite 2100

Street Address: 550 South Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved: 107. Total fee (37 CFR 3.41).....\$ 265.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

~~09/03/1999 H11021 00000160 75300700~~

01 FC:481 40.00 OP
 02 FC:482 225.00 OP

DO NOT USE THIS SPACE

3. 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.

Kai Williamson

Name of Person Signing




Signature

08/18/99

Date

Total number of pages including cover sheet, attachments, and document: 10

SCHEDULE 1
TO AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK	CL.	GOODS	APPL. SERIAL NO.	APPL. DATE	REGISTR. NUMBER	REGISTR. DATE
B I Soul®	25	Clothing.	75/388729	11/12/97	2,256,079	6/22/99
Big Fan Sports®	25	Clothing, namely pants, shorts, shirts, t-shirts, sweatshirts, sweatpants, jackets and caps.	75/372089	10/14/97	2,257,968	6/29/99
The Original Cargo Pant®	25	Clothing.	75/354188	9/9/97	2,258,206	6/29/99
Where Fashion Meets Value®	25	Clothing, pants, shorts, jeans, tees, shirts, sweatshirts, sweatpants, sweaters and jackets.	75/122035	6/19/96	2,257,475	6/29/99
	25	Clothing, namely jeans and shorts		7/29/99		
742™	25	Jeans and shorts	75/737263	6/25/99		
752™	25	Jeans and shorts	75/737262	6/25/99		
Declaration Jean™	25	Jeans and shorts	75/710938	5/20/99		
Federation Jean™	25	Jean and shorts	75/710935	5/20/99		
Authentic Bugle Boy™	25	Clothing	75/702601	5/11/99		
	25	Clothing	75/743062	7/2/99		
	25	Clothing, namely, pants, shirts, shorts, jackets, vests and sweaters.		7/23/99		

**AMENDMENT NUMBER TWO TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER TWO TO TRADEMARK SECURITY AGREEMENT, dated as of August 1, 1999 (the "Amendment") is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of April 23, 1999, as heretofore amended (the "Trademark Security Agreement"), by and between Bugle Boy Industries, Inc., a California corporation ("Debtor"), and Foothill Capital Corporation, a California corporation, as agent for the Lender Group defined therein ("Secured Party"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

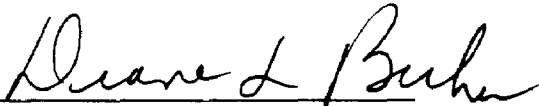
Debtor and Secured Party hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Secured Party for the benefit of the Lender Group in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Secured Party for the benefit of the Lender Group continuing security interests in all of the Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

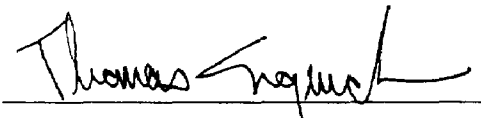
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment Number Two to Trademark Security Agreement as of the date first written above.

BUGLE BOY INDUSTRIES, INC.

By: 
Diane L. Becker
Senior Vice President

**FOOTHILL CAPITAL CORPORATION, as
Agent**

By: 
Name: Thomas Sgardson
Title: Vice President

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On August 9, 1999, before me, Margie Vargo-Navas, Notary Public
DATE NAME, TITLE OF OFFICER, E.G. JANE DOE, NOTARY PUBLIC

personally appeared Thomas Sigurdson

NAMES OF SIGNER(S)

☒ personally known to me - ~~OR~~ ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal.

Margie Vargo-Navas
Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- ☐ - INDIVIDUAL
- ☒ - CORPORATE OFFICERS Vice President
TITLE(S)
- ☐ - PARTNERS ☐ LIMITED ☐ GENERAL
- ☐ - ATTORNEY-IN-FACT
- ☐ - TRUSTEE(S)
- ☐ - GUARDIAN/CONSERVATOR
- ☐ - OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

Foothill Capital Corporation

THIS
CERTIFICATE
MUST BE
ATTACHED TO
THE
DOCUMENT
DESCRIBED AT
RIGHT:

Though the data
requested here is not
required by law, it
could prevent
fraudulent
reattachment of this
form

TITLE OR TYPE OF DOCUMENT _____

NUMBER OF PAGES _____

DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE:

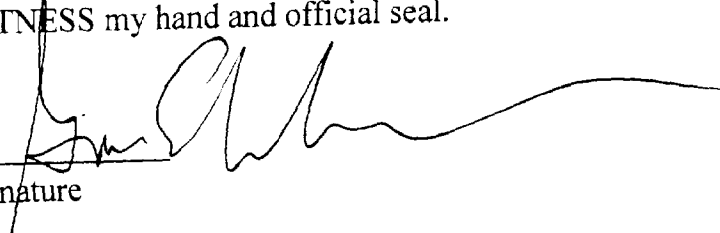
STATE OF California)

) ss

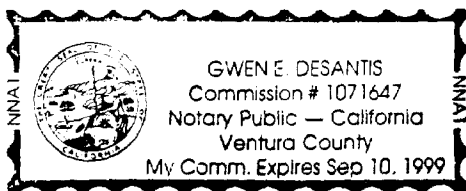
COUNTY OF Ventura)

On August 5, 1999, before me, Gwen E. DeSantis, Notary Public, personally appeared Diane L. Becker, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she/they~~ executed the same in his/~~her/their~~ authorized capacity(~~ies~~), and that by his/~~her/their~~ signature(~~s~~) on the instrument the person(~~s~~), or the entity upon behalf of which the person(~~s~~) acted, executed the instrument.

WITNESS my hand and official seal.


Signature

[SEAL]



STATE OF _____)

) ss

COUNTY OF _____)

On August __, 1999, before me, _____, Notary Public, personally appeared _____, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

Signature