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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

OMB No. 0651-0011 (exp. 4/94)



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To the Honorable Commissioner of f

101138870

Attached original documents or copy thereof.

1. Name of conveying party(ies):

BEHAR LICENSING CORP.

- Individual(s)
- General Partnership
- Corporation-State (FL)
- Other

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: August 30, 1999

2. Name and address of receiving party(ies)

Name: FINOVA CAPITAL CORPORATION

Internal Address:

Street Address: 111 WEST 40TH STREET

City: NEW YORK State: NY ZIP: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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)

1405898

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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

Name: FEDERAL RESEARCH CORP.

Internal Address: FIN3

Street Address: 400 SEVENTH STREET NW

SUITE 101

City: WASHINGTON State: DC ZIP: 20004

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

09/08/1999 JSHABAZZ 00000038 1405898

DO NOT USE THIS SPACE

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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.

Steven J. Brown Name of Person Signing

Signature

September 1, 1999

Date

Total number of pages including cover sheet, attachments, and document: 17

Mail documents to be recorded with required cover sheet information to: Commissioner of Patents & Trademarks, Box Assignments

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 30th day of August, 1999, by and between Behar Licensing Corp., a Florida corporation ("Behar Licensing") having its chief operating office at 13955 N.W. 60th Ave, Miami Lakes, Fl 33014 and FINOVA Capital Corporation having an office at 111 West 40th Street, New York, NY 10018 ("FINOVA").

BACKGROUND

WHEREAS, Ike Behar Design & Apparel, Inc. ("Factored Client") and FINOVA entered into, among other things, a Factoring Agreement (the "Factoring Agreement"), a Loan and Security Agreement (the "Inventory Agreement"), a Letter of Credit Agreement (the "L/C Agreement") and a Promissory Note (the "Note"), each dated on or about the date hereof (the Factoring Agreement, Inventory Agreement, L/C Agreement and Note may be collectively referred to herein as the "Financing Agreements") pursuant to which FINOVA has purchased accounts receivable and made loans secured by, *inter alia*, substantially all of Factored Client's assets including the Inventory and extended certain other financial accommodations to Factored Client; and

WHEREAS, Behar Licensing has guaranteed all of the Obligations (as set forth in the Financing Agreements) of Factored Client to FINOVA as evidenced by that certain guaranty executed in favor of FINOVA dated on or about the date hereof (the "Guaranty"); and

WHEREAS, Factored Client has requested FINOVA provide financial accommodations to Factored Client pursuant to the Financing Agreements and FINOVA is unwilling to do so unless Factored Client and/or Behar Licensing pledge additional collateral to secure said indebtedness; and

WHEREAS, FINOVA has required, as additional collateral for the Obligations, that Behar Licensing assign to FINOVA all of his rights, title and interest in and to the Trademarks (as defined below) owned by Behar Licensing as an important and valuable element of Factored Client's business; and

WHEREAS, this Security Agreement, covering Trademarks (as hereinafter defined) shall serve as collateral security for the obligations of Behar Licensing to FINOVA pursuant to the Guaranty and is hereby incorporated into the Guaranty and made a part thereof. FINOVA shall have the right to foreclose simultaneously on the Trademarks and other collateral pledged or otherwise securing the Guaranty in the event of the occurrence of an Event of Default hereunder or under the Financing Agreements.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Behar Licensing and FINOVA agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Financing Agreements and the following terms shall mean, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean the trademark license agreements of Behar Licensing designated on Schedule I hereto, as any of the same may from time to time be amended or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Behar Licensing and/or Factored Client from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Behar Licensing and/or Factored Client from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Security Agreement" shall mean this Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the U.S. registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Behar Licensing, and all right, title and interest therein and thereto, and all registrations, applications and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, and any foreign country all whether now owned or hereafter acquired by Behar Licensing.

2. Grant of Security Interest. As collateral security for the prompt payment of the obligations of Behar Licensing under the Guaranty and Factored Client under the Financing Agreements, Behar Licensing hereby grants and conveys to FINOVA a security interest in and to (a) the entire right, title and interest of Behar Licensing in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Behar Licensing, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and any foreign country and the goodwill and inherent

value of the business to which each of the Trademarks relates and (b) all of Behar Licensing's right, title and interest in, to and under the following:

(i) all Licenses;

(ii) all accounts receivable, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Behar Licensing to terminate any such License or to perform and to exercise all remedies thereunder); and,

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this Paragraph 2 is hereinafter collectively called the "Collateral."

3. Representations and Warranties. Behar Licensing covenants and warrants that as of the date of this Security Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Behar Licensing's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim, to Behar Licensing's knowledge that the use of any of the Trademarks violates the rights of any third person;

(d) Behar Licensing is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Behar Licensing not to sue third persons), except for the Licenses referred to in Schedule I attached hereto;

(e) Behar Licensing has the right to enter into this Security Agreement and perform its terms;

(f) Behar Licensing has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with his use of the Trademarks; and

(g) Behar Licensing and/or Factored Client has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right of Inspection. Behar Licensing hereby grants to FINOVA and its employees and agents the right to visit Factored Client's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours upon prior notice. Behar Licensing and Factored Client shall use their best efforts to do any and all acts required by FINOVA to ensure Behar Licensing's and Factored Client's compliance with paragraph 3 (g) above.

5. New Trademarks. (a) If, before the obligations under the Note shall have been paid in full, Behar Licensing shall obtain rights to any new trademarks, the provisions of Paragraph 2 shall automatically apply thereto and Behar Licensing shall give FINOVA prompt written notice thereof; (b) Behar Licensing grants FINOVA a power -of-attorney, irrevocable so long as the Guaranty and Financing Agreements are in existence, to modify this Security Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Security Agreement.

6. Covenants. Behar Licensing covenants and agrees with FINOVA that from and after the date of this Security Agreement and until the Note is indefeasibly paid in full Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the reasonable written request of FINOVA, Behar Licensing will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as FINOVA may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Behar Licensing also hereby authorizes FINOVA to file any such financing or continuation statement without the signature of Behar Licensing to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to FINOVA hereunder, duly endorsed in a manner satisfactory to FINOVA.

(b) Maintenance of Trademarks. Behar Licensing will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify FINOVA immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Behar Licensing shall take appropriate action at his expense to halt the infringement of the Trademarks and shall properly exercise his duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule I.

(c) Indemnification. (A) Behar Licensing assumes all responsibility and liability arising from the use of the Trademarks, and Behar Licensing hereby indemnifies and holds FINOVA harmless from and against any claim, suit, loss, damage or

expense (including reasonable attorneys' fees) arising out of Behar Licensing and Factored Client's operations of Factored Client's business from the use of the Trademarks, subject to FINOVA's gross negligence or willful misconduct; (B) In any suit, proceeding or action brought by FINOVA under any License for any sum owing thereunder, or to enforce any provisions of such License, Behar Licensing will indemnify and keep FINOVA harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Behar Licensing of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Behar Licensing and/or Factored Client, and all such obligations of Behar Licensing and/or Factored Client shall be and remain enforceable against and only against Behar Licensing and/or Factored Client and shall not be enforceable against FINOVA, subject to FINOVA's gross negligence or willful misconduct.

(d) Limitation of Liens on Collateral. Behar Licensing will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of FINOVA in and to any of Behar Licensing's rights under the Licenses and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Behar Licensing will not (i) amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral, without the written consent of FINOVA, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination), without the prior written consent of FINOVA, or (iii) fail to deliver to FINOVA a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

(f) Notices. Behar Licensing will advise FINOVA promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Behar Licensing will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of FINOVA.

7. FINOVA's Appointment as Attorney-in-Fact.

(a) Behar Licensing hereby irrevocably constitutes and appoints FINOVA and any officer or agent thereof, with full power of substitution, as his true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Behar

Licensing and in the name of Behar Licensing or in its own name, from time to time in FINOVA's discretion, for the purposes of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives FINOVA the power and right, on behalf of Behar Licensing, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Behar Licensing or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by FINOVA for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to FINOVA or as FINOVA shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Behar Licensing with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as FINOVA may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though FINOVA were the absolute owner thereof for all purposes, and to do, at FINOVA's option all acts and things which FINOVA deems necessary to protect, preserve or realize upon the Collateral and FINOVA's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Behar Licensing might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Behar Licensing further agrees to execute any additional documents which FINOVA may require in order to confirm this power of attorney, or which FINOVA may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on FINOVA hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. FINOVA shall be accountable only for amounts that it actually receives as a result of the

exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Factored Client for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Behar Licensing also authorizes FINOVA to execute, in connection with the sale provided for in Paragraph 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral reasonably requested by FINOVA.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Behar Licensing is executing and delivering to FINOVA, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to Paragraph 7 hereof.

9. Performance by FINOVA of Factored Client's Obligations. If Behar Licensing fails to perform or comply with any of the terms contained herein and FINOVA, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of FINOVA incurred in connection with such performance or compliance shall be payable by Behar Licensing on demand and shall constitute obligations secured hereby.

10. Remedies, Rights Upon Even of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Behar Licensing under or in connection with any of the Collateral shall be held by Behar Licensing in trust for FINOVA, shall be segregated from other funds of Behar Licensing and shall, forthwith upon receipt by Behar Licensing, be turned over to FINOVA, in the same form as received by Behar Licensing (duly indorsed by Behar Licensing to FINOVA, if required); and

(ii) Any and all such payments so received by FINOVA (whether from Behar Licensing, Factored Client or otherwise) may, in the sole discretion of FINOVA, be held by FINOVA as collateral security for, and/or then or at any time thereafter applied in whole or in part by FINOVA against all or any part of the Obligations in such order as FINOVA shall elect. Any balance of such payments held by FINOVA and remaining after payment in full of all the Obligations shall be paid over to Behar Licensing or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing after the expiration of any applicable cure period, FINOVA may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Behar Licensing shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which FINOVA is entitled. Behar Licensing shall also be liable for the reasonable fees of any

attorneys employed by FINOVA to collect any such deficiency and also as to any reasonable attorney's fees incurred by FINOVA with respect to the collection of any of the Obligations and the enforcement of any of FINOVA's respective rights hereunder.

11. Termination. At such time as Behar Licensing and/or Factored Client shall completely pay in full all of the obligations arising under the Note and provided no Event of Default exists under any of the other Financing Agreements, this Security Agreement shall terminate and FINOVA shall execute and deliver to Behar Licensing and Factored Client all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Behar Licensing full title to the Trademarks, subject to any disposition thereof which may have been made by FINOVA pursuant hereto.

12. Notices. Any notice to FINOVA or Behar Licensing under this Security Agreement shall be given in the manner and to the parties designated in the Financing Agreements and/or Guaranty.

13. No Waiver. No course of dealing between Behar Licensing and/or Factored Client and FINOVA, nor any failure to exercise, nor any delay in exercising, on the part of FINOVA, any right, power or privilege hereunder or under the Financing Agreements or Guaranty shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of FINOVA's rights and remedies with respect to the Collateral, whether established hereby or by the Financing Agreements, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

16. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraphs 5 and 7.

17. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the day and year first above written.

BEHAR LICENSING CORP.

Isaac Behar
Isaac Behar

ATTEST:

Regina Behar
Regina Behar, Secretary

FINOVA CAPITAL CORPORATION

By: Steven J. Brown
Name: STEVEN J. BROWN
Title: VICE PRESIDENT

PROVINCE
~~STATE OF ONTARIO~~)
:)
COUNTY OF WATERLOO)

ss.:

On the 27th day of August, 1999, before me personally came Isaac Behar, to me known, who, being by me duly sworn, did depose and say that he is the President of Behar Licensing Corp., the corporation described in and which executed the foregoing instruments and that he signed his name thereto by order of the board of directors of said corporation.

PROVINCE
~~STATE OF ONTARIO~~)
:)
COUNTY OF WATERLOO)

ss.:

On the 27th day of August, 1999, before me personally came Regina Behar, to me known, who, being by me duly sworn, did depose and say that she is the Secretary of Behar Licensing Corp., the corporation described in and which executed the foregoing instruments and that she signed her name thereto by order of the board of directors of said corporation.

Jan Ruzicki
Notary Public

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated August 30, 1999, by and between Behar Licensing Corp. and FINOVA CAPITAL CORPORATION.

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
1405898	Ike Behar (and Design)	U.S.	August 19, 1986

SCHEDULE I

License Agreement by and between Behar Licensing Corp. and Behar Apparel &
Design, Inc.

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

ss.:

KNOW ALL MEN BY THESE PRESENTS, that Behar Licensing Corp. ("Behar Licensing"), an individual having a mailing address at 13955 N. Wood Ave, Munn Lake, FL 33014 pursuant to a Trademark Collateral Security Agreement, dated the date hereof (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes FINOVA CAPITAL CORPORATION, a Delaware corporation, with offices at 111 West 40th Street, New York, New York 10018 (hereafter called the "FINOVA"), his true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Behar Licensing Corp.:

1. Assigning, selling or otherwise disposing of all right, title and interest of Behar Licensing Corp in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as FINOVA may in its sole discretion determine.

This power of attorney is made pursuant to the Trademark Collateral Security Agreement, dated as of August, 1999, between Behar Licensing Corp. and FINOVA and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

BEHAR LICENSING CORP.


Isaac Behar
President

ATTEST:


Regina Behar, Secretary

PROVINCE
STATE OF ONTARIO

ss.:

COUNTY OF WATLCOO

On the 27TH day of August, 1999, before me personally came Isaac Behar, to me known, who, being by me duly sworn, did depose and say that he is the President of Behar Licensing Corp., the corporation described in and which executed the foregoing instruments and that he signed his name thereto by order of the board of directors of said corporation.

STATE OF

ss.:

COUNTY OF

On the 27TH day of August, 1999, before me personally came Regina Behar, to me known, who, being by me duly sworn, did depose and say that she is the Secretary of Behar Licensing Corp., the corporation described in and which executed the foregoing instruments and that she signed her name thereto by order of the board of directors of said corporation.



Notary Public

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Behar Licensing Corp. ("Behar Licensing"), a Florida Corporation having a place of business at 13955 N.W. 60th Ave. Miami Lakes, FL 33014 has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Ike Behar Design & Apparel, Inc., a Florida corporation and Behar Cline Manufacturing Ltd., an Ontario, Canada corporation (collectively, the "Factored Client"), of which Behar Licensing is an affiliated company, is obligated to FINOVA CAPITAL CORPORATION ("FINOVA"), located at 111 West 40th Street, New York, New York 10018, pursuant to, among other things, (i) a Factoring Agreement (the "Factoring Agreement"), (ii) a Loan and Security Agreement (the "Inventory Agreement"), (iii) a Letter of Credit Agreement (the "L/C Agreement") and (iv) a Promissory Note (the "Note"), each dated on or about the date hereof. The Factoring Agreement, Inventory Agreement, L/C Agreement and Note may be collectively referred to herein as the "Financing Agreements;" and

WHEREAS, Behar Licensing has guaranteed all of the Obligations (as set forth in the Financing Agreements) of Factored Client to FINOVA as evidenced by that certain guaranty executed in favor of FINOVA dated on or about the date hereof (the "Guaranty"); and

WHEREAS, pursuant to the Guaranty, Behar Licensing is granting to FINOVA a security interest in the Marks, the goodwill symbolized by the Marks, and the registrations and applications therefor.

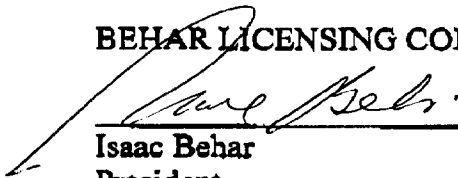
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Behar Licensing does hereby assign unto FINOVA and grant to FINOVA a security interest in and to the Marks, together with the goodwill symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure the Guaranty and all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Behar Licensing expressly acknowledges and affirms that the rights and remedies of FINOVA with respect to the assignment and security interest granted hereby are more fully set forth in the Guaranty.

[Signature page follows]

Dated: New York, New York
August 30, 1999

BEHAR LICENSING CORP.



Isaac Behar
President

ATTEST:



Regina Behar, Secretary

PROVINCS

STATE OF ONTARIO)

COUNTY OF WATERLOO)

ss.:

On the 27th day of August, 1999, before me personally came **Isaac Behar**, to me known, who, being by me duly sworn, did depose and say that he is the President of **Behar Licensing Corp.**, the corporation described in and which executed the foregoing instruments and that he signed his name thereto by order of the board of directors of said corporation.

PROVINCS

STATE OF ONTARIO)

COUNTY OF WATERLOO)

ss.:

On the 27th day of August, 1999, before me personally came **Regina Behar**, to me known, who, being by me duly sworn, did depose and say that she is the Secretary of **Behar Licensing Corp.**, the corporation described in and which executed the foregoing instruments and that she signed her name thereto by order of the board of directors of said corporation.



Notary Public

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated August 30, 1999 by and between Behar Licensing Corp. and FINOVA CAPITAL CORPORATION.

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
1405898	Ike Behar (and Design)	U.S.	August 19, 1986

F R C**F E D E R A L R E S E A R C H C O R P O R A T I O N**

DATE OF SEARCH: 8-12-99
JURISDICTION SEARCHED: U.S. Trademark Office
NAME SEARCHED: **IKE BEHAR NEW YORK**
INDEX SEARCHED: Trademark Ownership & Assignment
THROUGH DATE: 5-3-99

Number: 1405898
Mark: **IKE BEHAR AND DESIGN**
Date Registered: 8-19-86
Status: Combined Sec. 8 & 15 Accepted
Registrant: Ike Behar Apparel and Design Ltd.*
Assignor: Ike Behar Apparel and Design Ltd. (a NY corp)*
Assignee: Ike Behar Apparel & Design (a FL corp)*
Brief: Merger and Change of name effective 9-22-93
Date Recorded: 10-20-93
Date Executed: 8-31-93
Reel / Frame: 1049/215

Assignor: Ike Behar Apparel and Design, Ltd.*
Assignee: Ike Behar Apparel and Design, Inc.*
Brief: Merger and Change of name effective 8-31-93
Date Recorded: 11-10-94
Date Executed: 8-31-93
Reel / Frame: 1244/365

Assignor: Ike Behar Apparel & Design, Inc.*
Assignee: Behar Licensing Corp.
Brief: Assigns the entire interest and the goodwill
Date Recorded: 3-4-96
Date Executed: 8-31-93
Reel / Frame: 1439/840