

09-13-1999

FORM PTO-1584

(Rev. 8-83)

ONS No. 0881-0011 (Sup. 4/97)

REC



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HEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

The Richman Brothers Company  
233 Broadway  
New York, NY 10279-0003

- Individual(s)
- General Partnership
- Corporation-State
- 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: June 16, 1999

2. Name and address of receiving party(ies)

Name: The Bank of New York,  
Internal Address: as Administrative Agent  
Street Address: One Wall Street  
City: New York State: NY ZIP: 10286

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

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)

Please see attached.

B. Trademark Registration No.(s)

Please see attached.

Additional numbers attached?  Yes  No

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

Name: Jackie Lee

Internal Address: \_\_\_\_\_

Access Information Services

Street Address: 1773 Western Avenue

P.O. Box 3709

City: Albany State: NY ZIP: 12203

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

09/13/1999 DCOATES 00000050 1226745

DO NOT USE THIS SPACE

01 FC:481 40.00 OP

02 FC:482 50.00 OP

Statement and signature: Jackie Lee  
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.

Jackie Lee  
Name of Person Signing

Jackie Lee  
Signature

7-6-99  
Date

Total number of pages including cover sheet, attachments, and document: 8

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

TRADEMARK  
REEL: 001956 FRAME: 0218

**U.S TRADEMARK  
REGISTRATIONS AND APPLICATIONS**

**THE RICHMAN BROTHERS COMPANY**

Owner Trademark Report by Mark  
 Country: US  
 Status: ACTIVE

Printed: 4/26/99 Page 1

COUNTRY	REFERENCE#	FILED	APPL#	REGDT	REG#	STATUS	CLASSES
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**PETER ENGLAND FOR RICHMAN**

UNITED STATES	T00394US0	7/9/81	318,196	2/8/83	1,226,745	REGISTERED	25
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**SHOREHAVEN**

UNITED STATES	T00448US0	6/15/64	72/195,719	3/9/65	786,463	REGISTERED	25
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**STORMPORT (AND DESIGN)**

UNITED STATES	T00480US0	9/12/85	73/557,867	3/18/86	1,386,874	REGISTERED	25
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END OF REPORT

TOTAL ITEMS SELECTED =

## TRADEMARK SECURITY AGREEMENT

WHEREAS, THE RICHMAN BROTHERS COMPANY, a Ohio corporation (herein referred to as "**Grantor**") owns, or in the case of licenses, is a party to, the Trademark Collateral (as defined below);

WHEREAS, Venator Group, Inc., its Subsidiaries party thereto, the banks party thereto, the co-agents party thereto, Bank of America National Trust & Savings Association, as Documentation Agent, The Bank of New York, as Administrative Agent, LC Agent and Swingline Bank and the Lead Arrangers party thereto are parties to a Second Amended and Restated Credit Agreement dated as of April 9, 1997 and amended and restated as of March 19, 1999 (as amended or amended and restated from time to time, the "**Credit Agreement**"); and

WHEREAS, pursuant to the terms of a related Security Agreement dated as of June 16, 1999 (as amended from time to time, the "**Security Agreement**") among Venator Group, Inc., its Subsidiaries party thereto and The Bank of New York, as Administrative Agent for the Secured Parties referred to therein (in such capacity, together with its successors in such capacity, "**Grantee**"), Grantor has granted to Grantee for the benefit of such Secured Parties a continuing security interest in and to the assets of Grantor specified therein, including all right, title and interest of Grantor in and to the Patent Collateral, whether now owned or existing or hereafter acquired or arising, to secure the Secured Obligations (as defined in the Security Agreement) of Grantor;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, to secure the Secured Obligations, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter acquired or arising:

(i) each Trademark (as defined in the Security Agreement) owned by Grantor, including, without limitation, each U.S. Trademark registration and application referred to in Schedule 1 hereto, and the goodwill of the business symbolized by, each Trademark;

(ii) each Trademark License (as defined in the Security Agreement), including, without limitation, each Trademark License identified in Schedule 1 hereto; and


(iii) all proceeds of, and all other profits, products, rents or receipts, in whatever form, arising from the collection, sale, lease, exchange, assignment, licensing or other disposition of, or other realization upon, any Trademark Collateral described in clauses (i) and (ii), including without limitation all claims against third parties for loss of, damage to or destruction of, or any past, present or future dilution, infringement or unauthorized use of, unfair competition with, or violation of intellectual property rights in connection with or injury to, any such collateral or for injury to the goodwill associated with any of the foregoing, in each case whether now existing or hereafter arising.

Grantor hereby irrevocably constitutes and appoints Grantee and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of Grantor or in its name, from time to time, in Grantee's discretion, so long as an Event of Default has occurred and is continuing, to take with respect to the Trademark Collateral any and all appropriate action which is permitted under the Security Agreement.

The foregoing security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

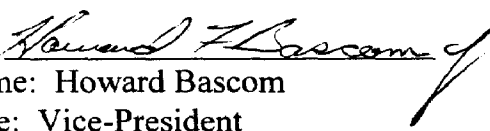
IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 16th day of June, 1999.

THE RICHMAN BROTHERS COMPANY

By:   
Name: John H. Cannon  
Title: Vice-President and Treasurer

Acknowledged:

THE BANK OF NEW YORK,  
as Administrative Agent

By:   
Name: Howard Bascom  
Title: Vice-President

STATE OF NEW YORK)


) ss.:

COUNTY OF NEW YORK)

I, Sheilagh M Clarke, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that John H. Cannon, Vice-President and Treasurer of The Richman Brothers Company (the "Company"), personally known to me to be the same person whose name is subscribed to the foregoing instrument as such John H. Cannon, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of said Company, for the uses and purposes therein set forth being duly authorized so to do.

GIVEN under my hand and Notarial Seal this 17<sup>th</sup> day of June, 1999.

[Seal]

  
Signature of notary public  
My Commission expires May 31, 2001

**SCHEDULE 1**

**U.S TRADEMARK  
REGISTRATIONS AND APPLICATIONS**

**THE RICHMAN BROTHERS COMPANY**

Owner Trademark Report by Mark

Printed: 4/26/99 Page 1

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END OF REPORT

TOTAL ITEMS SELECTED =

**THE RICHMOND BROTHERS COMPANY**

**EXCLUSIVE TRADEMARK LICENSES**

None.