

9-29-99



9-29-99

Tab settings □ □ □ ▼

To the Honorable Commissioner of Patents

101159300

Send original documents or copy thereof.

1. Name of conveying party(ies):

DK SOHO, INC.

- Individual(s)
 - General Partnership
 - Corporation-State N.Y.
 - 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: September 23, 1999

2. Name and address of receiving party(ies)

Name: Milberg Factors, Inc.

Internal Address: _____

Street Address: 99 Park Avenue

City: New York State: NY ZIP: 10016

- 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)

B. Trademark Registration No.(s)

2,104,733

2,104,734

2,248,074

Additional numbers attached? Yes No

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

Name: Harvey T. Haber, Esq.

Internal Address: Silverberg Stonehill & Goldsmith, P.C.

Street Address: 111 West 40th Street

City: New York State: NY ZIP: 10018

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)

09/30/1999 JSHABAZZ 00000024 2104733

DO NOT USE THIS SPACE

01 FC-481 40.00 DP
02 FC-482 50.00 DP

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.

Harvey T. Haber
Name of Person Signing

Harvey T. Haber
Signature

9/27/99
Date

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

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 23 day of September, 1999 by and between DK Soho, Inc., a New York corporation having its principal place of business at 42 Bond Street, New York, New York 10012 (the "Company") and Milberg Factors, Inc. with an office at 99 Park Avenue, New York, New York 10016 (the "Factor").

BACKGROUND

The Company is an affiliate of, and under common control with, Daryl K Inc., a New York corporation ("DKI"). On September 28, 1998, the Factor and DKI entered into a Factoring Agreement, a Security Interest in Inventory Supplement thereto, a Security Agreement - Goods and Chattel and related documents, all of which are hereinafter collectively referred to as the "Loan Documents." In addition, on September 28, 1998, the Company executed and delivered to the Factor its guaranty of the obligations of DKI to the Factor (the "Guaranty"), including without limitation DKI's obligations under the Loan Documents. In order to induce the Factor to refrain from terminating the Loan Documents at this time, the Company has agreed to execute and deliver to the Factor this Trademark Collateral Security Agreement (as amended, modified, restated or supplemented from time to time, the "Security Agreement") and to grant to the Factor the security interests provided for herein.

NOW, THEREFORE, in consideration of the premises, the Company and the Factor hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Documents shall have their defined meanings when used herein and the following terms shall have the following meanings, 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 all trademark license agreements entered into by the Company, including without limitation the trademark license agreements of the Company designated on Schedule B hereto, whether the Company is the licensor or the licensee thereunder, 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 the Company from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due payable the Company 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 all of the Company's registered and unregistered trademarks and pending trademark registration applications, including without limitation the trademarks and pending applications shown on the attached Schedule A, and those trademarks which are hereafter adopted or acquired by the Company, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations, renewals, and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, all whether now owned or hereafter acquired by the Company.

2. Grant of Security Interest. As collateral security for all obligations of the Company to the Factor, including without limitation its obligations under the Guaranty, the Company hereby grants and conveys to the Factor a security interest in and to:

(a) the entire right, title and interest of the Company in and to the Trademarks, and 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 the goodwill of the business to which each of the Trademarks relates;

(b) all of the Company's right, title and interest in, to and under the following: (i) all Licenses; and (ii) all Receivables (including without limitation all accounts, 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 the Company to terminate any such License or to perform and to exercise all remedies thereunder; and

(c) 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. The Company 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 the Company's knowledge, each of the Trademarks is valid and enforceable;

(c) there is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) the Company 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 the Company not to sue third persons), except for the Licenses referred to in Schedule B attached hereto;

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

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

(g) the Company 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. The Company hereby grants to the Factor and its employees and agents the right to visit all the Company's 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. The Company shall use its best efforts to do any and all acts required by the Factor to ensure the Company's compliance with paragraph 3(g) above.

5. New Trademarks or Licenses. (a) If, before the Obligations shall have been paid in full, the Company shall obtain rights to any new trademarks, or shall enter into any new license agreements, the provisions of paragraph 2 shall automatically apply thereto and the Company shall give the Factor prompt written notice thereof.

(b) The Company grants the Factor a power-of-attorney, irrevocable so long as the Factoring Agreement is in existence, to modify this Security Agreement by amending Schedules A and B to include any future trademarks, including trademark registrations or applications appurtenant thereto, and any licenses covered by this Security Agreement.

6. Covenants. The Company covenants and agrees with the Factor that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of the Factor, the Company will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as the Factor 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 interest granted hereby. The Company also hereby authorizes the Factor to file any such financing or continuation statement without signature of the Company 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 the Factor hereunder, duly endorsed in a manner satisfactory to the Factor.

(b) Maintenance of Trademarks. The Company 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, where such act or omission to act has a material, adverse effect on the Company's business operations or financial condition, and shall notify the Factor immediately if it knows of any reason or has reason to know of any ground under which this result may occur. The Company shall take appropriate action at its expense to contest the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule B.

(c) Indemnification. (i) The Company assumes all responsibility and liability arising from the use of the Trademarks, and the Company hereby agrees to indemnify and defend the Factor and to hold the Factor harmless from and against any claim, liability, obligation, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of or in connection with the use of the Trademarks.

(ii) In any suit, proceeding or action brought by the Factor under any License for any sum owing

thereunder, or to enforce any provisions of such License, the Company will indemnify, defend and hold the Factor harmless from and against any claim, liability, obligation, expense, loss or damage, including reasonable attorneys' fees, incurred by reason of any defense, set off, counterclaim, recoupment or deduction or liability whatsoever of the obligee thereunder, arising out of a breach of the Company 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 the Company, and all such obligations of the Company shall be and remain enforceable against and only against the Company and shall not be enforceable against the Factor.

(d) Limitation of Liens on Collateral. the Company 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 the Factor in and to any of the Company'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. The Company 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 prior written consent of the Factor, (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 the Factor, or (iii) fail to deliver to the Factor a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

(f) Certain Notices. The Company will advise the Factor 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. The Company 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 the Factor.

7. The Factor's Appointment as Attorney-in-Fact.

(a) The Company hereby irrevocably constitutes and appoints the Factor and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time in the Factor's discretion, for the purpose 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 the Factor the power and right, on behalf of the Company, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittance and receipts for any and all moneys due and to become due under any License and, in the name of the Company 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 the Factor for the purpose of collecting any and all such money's due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interest 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 any 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 the Factor or as the Factor 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 the Company 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 the Factor 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 the Factor were the absolute owner thereof for all purposes, and to do, at the Factor's option all acts and things

which the Factor deems necessary to protect, preserve or realize upon the Collateral and the Factor's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as the Company might do.

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

(c) The powers conferred on the Factor hereunder are solely to protect its interests in the Collateral and shall not impose and duty upon it to exercise any such powers. The Factor 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 the Company for any act or failure to act, except for its own gross negligence or willful misconduct.

(d) The Company also authorizes the Factor 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.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, the Company is executing and delivering to the Factor, in the form of Schedule C hereto, three (3) 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 the Factor of the Company's Obligations. If the Company fails to perform or comply with any of its agreements contained herein and the Factor, 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 the Factor incurred in connection with such performance or compliance shall be payable by the Company to the Factor on demand and shall constitute Obligations secured hereby.

10. Remedies and Rights Upon Event of Default.

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

(i) then, in addition to all other rights granted to the Factor in this Agreement, the Factor may (A) sell, assign, pledge, convey or otherwise transfer title to or dispose of the Collateral to anyone on commercially reasonable terms; (B) grant or

issue any exclusive or non-exclusive licenses under the Trademarks to anyone on commercially reasonable terms; and (C) take any other action with respect to the Collateral as the Factor reasonably deems to be in its own best interest to preserve and protect its interest in the Collateral;

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

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

(b) If any Event of Default shall occur and be continuing, the Factor 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. The Company 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 the Factor is entitled. The Company shall also be liable for the reasonable fees of any attorneys employed by the Factor to collect any such deficiency and also as to any reasonable attorney's fees incurred by the Factor with respect to the collection of any of the Obligations and the enforcement of any of the Factor's respective rights hereunder.

11. Termination. At such time as the Company shall completely pay in full all of the Obligations and the Loan Documents are terminated, this Security Agreement shall terminate and the Factor shall execute and deliver to the Company all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in the Company full title to the Trademarks, subject to any disposition thereof which may have been made by the Factor pursuant thereto.

12. Notices. Any notice to the Factor or the Company under this Security Agreement shall be given in the manner and to the parties designated in the Loan Documents.

13. No Waiver. No course of dealing between the Company and the Factor, nor any failure to exercise, nor any delay in exercising, on the part of the Factor, any right, power or privilege hereunder or under the Factoring Agreement 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 the Factor's rights and remedies with respect to the Collateral, whether established hereby or by the Factoring Agreement, 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.

DK SOHO, INC.

By: [Signature]
Its: VICE PRESIDENT

MILBERG FACTORS INC.

By: [Signature]
Its: VP

STATE OF NEW YORK)
COUNTY OF New York) ss:

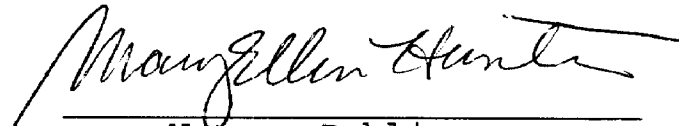
On the 13rd day of September in the year 1999, before me, the undersigned, a notary public in and for said state, personally appeared Paul Leonard, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

BARBARA T. BLAIR
NOTARY PUBLIC, State of New York
No. 24-4851582, Kings County
Certificate Filed in N.Y. County
Commission Expires February 3, 2010

[Signature]
Notary Public

STATE OF NEW YORK)
) ss:
COUNTY OF *New York*)

On the 24th day of September in the year 1999,
before me, the undersigned, a notary public in and for said state,
personally appeared _____, personally known to
me or proved to me on the basis of satisfactory evidence to be the
individual whose name is subscribed to the within instrument and
acknowledged to me that he executed the same in his capacity, and
that by his signature on the instrument, the individual, or the
person upon behalf of which the individual acted, executed the
instrument.



Notary Public

MARYELLEN HUNTER
Notary Public, State of New York
No. 01HU5027964
Qualified in Westchester County
Commission Expires May 23, 2000

SCHEDULE A

UNITED STATES REGISTERED TRADEMARKS
AND
TRADEMARK APPLICATIONS

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Reg. or Filing Date</u>
2,104,733	DARYL K.	October 14, 1997
2,104,734	DARYL K.	October 14, 1997
2,248,074	K-189 DARYL K	May 25, 1999

SCHEDULE B

LICENSES

- 1) License Agreement dated as of September 23, 1999 between the Company and DK Licensing Co., Inc.
- 2) All written and oral license agreements between the Company and any other entity, including without limitation with Daryl K., Inc.

1970805000 387

UNI-37

**CERTIFICATE OF AMENDMENT
OF THE
CERTIFICATE OF INCORPORATION
OF
DARYL K, INC.**

Under Section 805 of the Business Corporation Law

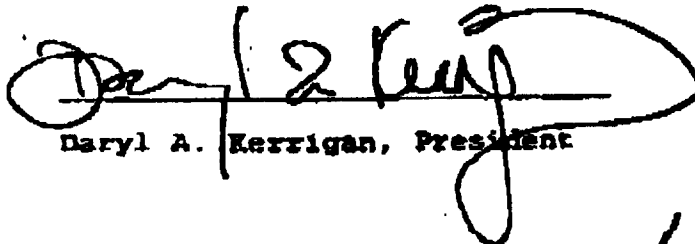
The undersigned, being officers of Daryl K, Inc. (this "Corporation), hereby certify that:

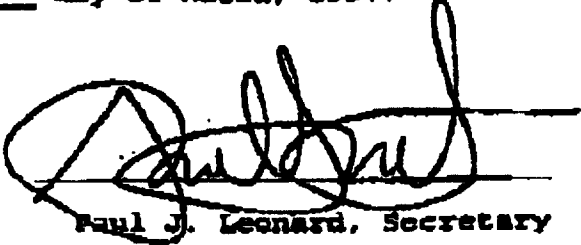
- 1. The name of this Corporation is Daryl K, Inc.**
- 2. The certificate of incorporation was filed by the Department of State of the State of New York on April 7, 1995.**
- 3. The certificate of incorporation of this Corporation is hereby amended to change the name of this Corporation revising Article (1) thereof to read in its entirety as follows:**

**"(1) The name of the corporation is:
DK SoHo, Inc."**

- 4. The amendment to the certificate of incorporation effected hereby was authorized first, by unanimous written consent of all the directors, then by unanimous written consent of the holders of all outstanding shares entitled to vote thereon.**

IN WITNESS WHEREOF, the undersigned have executed this certificate of amendment on the 4th day of March, 1997.

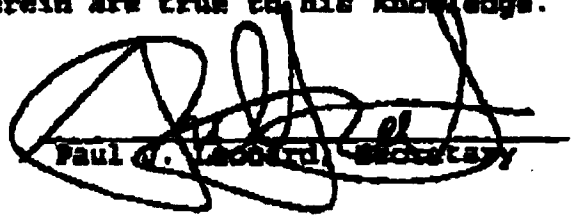

Daryl A. Kerrigan, President


Paul J. Leonard, Secretary

STATE OF NEW YORK)

COUNTY OF Westchester SS:

PAUL J. LEONARD, being duly sworn, deposes and says that he is the person who signed the foregoing Certificate of Amendment of the Certificate of Incorporation ("Amendment"); that he signed the Amendment in his capacity set forth beneath his signature thereon; that he has read the Amendment and knows the contents thereof; and that the statements contained therein are true to his knowledge.


Paul J. Leonard, Secretary

Subscribed and sworn to before me on March 4, 1997.


Notary Public

HOWARD D. BADEN
Notary Public, State of New York
No. 4834360
Qualified in New York County
Commission Expires June 12, 1998

00611.

2

Doc F-1 of Set #22



DARYL K. and Design

Status: REGISTERED **Date:** 07/22/1997

Gds/Svcs: Int'l. Cl.: 25 (U.S. Cl.: 22, 39)
 CLOTHING, NAMELY, PANTS, JEANS, SKI PANTS, SHORTS, JACKETS, COATS, SUITS,
 SHIRTS, TOPS, SKIRTS AND DRESSES
First Use: 05/29/1981 **In Commerce:** 05/29/1991

Reg. No.: 2,104,733 **Registered:** 10/14/1997
Serial No.: 75-067881 **Filed:** 03/05/1996 **Published:** 07/22/1997

Descript: THE NAME "DARYL K." DOES NOT IDENTIFY A LIVING INDIVIDUAL

Corresp.: JAY H BEGLER
 LIDDY SULLIVAN GALWAY BEGLER & COHEN PC
 708 THIRD AVE 14TH FL
 NEW YORK NY 10017

Registrant: DARYL K. INC. (NY CORP.)
 189 BOWERY
 NEW YORK, NY 10002

DARYL K.

Status: REGISTERED Date: 07/22/1997

**Gds/Svcs: Int'l. Cl.: 25 (U.S. Cl.): 22, 39)
CLOTHING, NAMELY, PANTS, JEANS, SKI PANTS, SHORTS, JACKETS, COATS, SUITS,
SHIRTS, TOPS, SKIRTS AND DRESSES
First Use: 05/29/1991 In Commerce: 05/29/1991**

**Reg. No.: 2,104,734 Registered: 10/14/1997
Serial No.: 75-067882 Filed: 03/05/1996 Published: 07/22/1997**

Descript: THE NAME "DARYL K." DOES NOT IDENTIFY A LIVING INDIVIDUAL

**Corresp.: JAY H BEGLER
LIDDY SULLIVAN GALWAY BEGLER & COHEN PC
708 THIRD AVE 14TH FL
NEW YORK NY 10017**

**Registrant: DARYL K. INC. (NY CORP.)
189 BOWERY
NEW YORK, NY 10002**

Doc F-1 of Set #24

K-189
Daryl K

K-189 DARYL K (Stylized)

Status: REGISTERED **Date:** 04/08/1999

Gds/Svcs: Int'l. Cl.: 25 (U.S. Cl.: 22, 39)
CLOTHING, NAMELY, PANTS, JEANS, SKI PANTS, SHORTS, JACKETS, COATS, SUITS,
SHIRTS, TOPS, SKIRTS AND DRESSES
First Use: 09/1996 **In Commerce:** 01/1997

Reg. No.: 2,248,074 **Registered:** 05/25/1999
Serial No.: 75-229284 **Filed:** 01/22/1997 **Published:** 11/11/1997

Add. Info.: FILED AS INTENT TO USE - ACTUAL USE ALLEGED.

Corresp.: JAY H BEGLER
HARRIS BEACH & WILCOX LLP
530 FIFTH AVE
NEW YORK NY 10036

Registrant: DARYL K. INC. (NY CORP.)
40 BOND STREET
NEW YORK, NY 10012