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

1. Name of conveying party(ies):

Nationwide Formalwear, Inc. 1340 Enterprise Drive West Chester, PA 19380

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State PA, 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: October 14, 1999

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation

Internal Address:

Street Address: 201 High Ridge Road

City: Stamford State: CT ZIP: 06927

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State NY, 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) 2254205

See Schedule A to Trademark Assignment of Security

B. Trademark Registration No.(s)

See Schedule A to Trademark Assignment of Security

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:

11/17/1999 JSHBAZZ 00000171 2254205

01 FC:481 40.00 OP 02 FC:482 125.00 OP

Street Address: 400 Seventh Street, N.W.

Suite 101

City: Washington, DC State: ZIP: 20004

6. Total number of applications and registrations involved: 6

7. Total fee (37 CFR 3.41) \$ 165.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

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.

Loukia Harris Name of Person Signing

Signature

November 8, 1999 Date

Total number of pages including cover sheet, attachments, and document: 4

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated October 14, 1999, by and between General Electric Capital Corporation and Nationwide Formalwear, Inc.

<u>Reg. No. or Application No.</u>	<u>Trademark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
2,254,205	Premier Tuxedo Shoppe	U.S.A.	06/09/97
1,924,243	Exclusive Premier Designs EPD	U.S.A.	04/06/94
1,619,187	Formally Suited	U.S.A.	12/19/89
1,526,231	Nationwide Formalwear, Inc.	U.S.A.	05/25/88
1,518,539	Smalls Formal Wear	U.S.A.	05/25/88
75-273218	Tuxedo Elegance	U.S.A.	04/11/97

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Nationwide Formalwear, Inc., a corporation formed under the laws of Pennsylvania, located at 1340 Enterprise Drive, West Chester, Pennsylvania 19380 ("Borrower"), 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, Borrower is obligated to General Electric Capital Corporation ("Lender") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, between Lender and Borrower, and (ii) a certain Trademark Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

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

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
October 14, 1999

Witness:

Jeffrey Freed

NATIONWIDE FORMALWEAR, INC.

By: William J. Glah, Jr.
Name: William J. Glah, Jr.
Its: President

Witness:

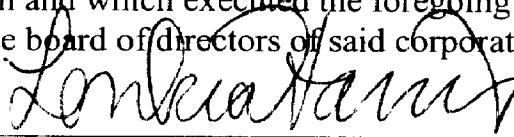
Jeffrey Freed

GENERAL ELECTRIC CAPITAL CORPORATION

By: Robert O. McNabb
Name: Robert O. McNabb
Its: Duly Authorized Signatory

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 12 day of October, 1999, before me personally came William J. Glah, Jr., to me known, who, being by me duly sworn, did depose and say that he is the President of Nationwide Formalwear, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

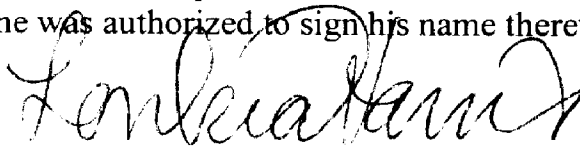


Notary Public

LOUKIA HARRIS
Notary Public of New York
No. 01HA4995575
Qualified in Nassau County
Commission Expires April 27, 2000

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 12 day of October, 1999, before me personally came Robert O. McNabb, to me known, who, being by me duly sworn, did depose and say that he is the Duly Authorized Signatory of General Electric Capital Corporation, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.



Notary Public

LOUKIA HARRIS
Notary Public of New York
No. 01HA4995575
Qualified in Nassau County
Commission Expires April 27, 2000