

MRD 11-15-99

RECORDS & COMMUNICATIONS SECTION

11-18-1999



EET

U.S. DEPARTMENT OF Patent and Trademark

Tab settings

To the Honorable Commissioner of Patents and Trademarks

101203066

original documents or copy thereof.

1. Name of conveying party(ies): Gingiss Formalwear, Inc. Gingiss International Inc.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State - DE, Other, Additional name(s) of conveying party(ies) attached?

2. Name and address of receiving party(ies)

Name: Heller Financial, Inc., as Agent

Street Address: 500 West Monroe Street

City: Chicago State: IL Zip: 60661

- Individual(s) citizenship, Association

- General Partnership, Limited Partnership

Corporation State: Delaware

Other

If assignee is not domiciled in the United States, a designation is attached? Yes No (Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

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

October 28, 1999

Execution Date:

4. Application number(s) or trademark

A. Trademark Application No.(s)

11/17/1999 JSHBAZZ 00000168 2270568

2270568

B. Trademark Registration

See Attached Schedule 1

01 FC:461 40.00 DP 02 FC:462 325.00 DP

Additional numbers attached? Yes No

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

Name:

Internal Address:

RETURN TO: FEDERAL RESEARCH CORP. 400 SEVENTH STREET NW

Street Address: SUITE 101

WASHINGTON DC 20004

City: Stat ZIP

6. Total number of applications and registrations

14

7. Total fee (37 CFR 3.41) \$ 365.00

- Enclosed, Authorized to be charged to deposit

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.

Nancy A. Butler Name of Person

Nancy A. Butler Signature

11/9/99 Date

Total number of pages including cover sheet, attachments

7

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

**SCHEDULE 1****Exhibit to Trademark Security Agreement**

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>
Gingiss Formalwear	2,270,568	8/17/99
Tuxedos by Gingiss	1,878,996	2/14/95
The Buyer's Market at Gingiss Formalwear	1,596,938	5/15/90
Gingiss Formalwear	1,090,526	5/2/78
Gingiss	875,808	8/26/69
Gingiss	875,807	8/26/69
Gingiss	917,166	7/27/71
Gingiss	885,035	1/27/70
Design of Male	915,219	6/15/71
America's Most Trusted Tuxedo Specialist	2,228,249	3/2/99
GF (Plus Design)	876,210	9/2/69
Groomservice	1,597,925	5/22/90
The Difference in Black & White	1,823,436	2/22/94
Design Only	1,850,105	8/16/94

## TRADEMARK SECURITY AGREEMENT

**WHEREAS, GINGISS FORMALWEAR, INC.**, a Delaware corporation, and **GINGISS INTERNATIONAL INC.** a Delaware corporation (collectively, as "Grantor"), own the Trademarks, Trademark registrations, and Trademark applications listed on Schedule 1 annexed hereto, and are a party to the Trademark Licenses listed on Schedule 1 annexed hereto; and

**WHEREAS,** Grantor has entered into a Credit Agreement dated as of November 2, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement") with GII Acquisition, Inc., an Illinois corporation ("Borrower"), Heller Financial, Inc., as agent ("Agent") for the benefit of all financial institutions that from time to time become lenders under the Credit Agreement ("Lenders"), and the Lenders parties thereto, providing for extensions of credit and other financial accommodations to be made to Borrower by Agent and the Lenders; and

**WHEREAS,** pursuant to the terms of a Security Agreement dated as of November 2, 1999 (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), between Grantor and Agent (in such capacity, "Grantee"), Grantor has granted to Grantee, for the benefit of Agent and the Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), Trademark registrations, Trademark applications and Trademark Licenses (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Credit Agreement;

**NOW, THEREFORE,** for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Grantee and the Lenders 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 presently existing or hereafter created or acquired:

- (1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof) and Trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

(2) each Trademark License and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark License; and

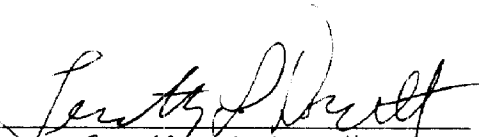
(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule 1 annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule 1 and the Trademarks licensed under any Trademark License, or (b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and 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 duly authorized officer thereunto as of the 2<sup>nd</sup> day of November, 1999.

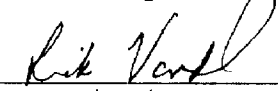
Acknowledged:

**HELLER FINANCIAL, INC.,**  
as Agent

By:   
Name: Timothy P. Davitt  
Title: Vice President

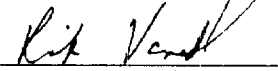
"GRANTOR":

**GINGISS INTERNATIONAL INC.,**  
a Delaware corporation

By:   
Name: Rick Vanderwal  
Title: Sr. Vice President + CFO

"GRANTOR":

**GINGISS FORMALWEAR, INC.,**  
a Delaware corporation

By:   
Name: Rick Vanderwal  
Title: Sr. Vice President + CFO

Trademark Security Agreement

ACKNOWLEDGMENT

STATE OF Illinois )  
 ) ss.  
COUNTY OF Cook )

On the 2nd day of November, 1999 before me personally appeared Timothy P. Davitt, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Vice President of HELLER FINANCIAL, Inc., who being by me duly sworn, did depose and say that he is VICE PRESIDENT of Heller Financial, Inc., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Nancy A. Butler  
Notary Public

{Seal}

My commission expires:

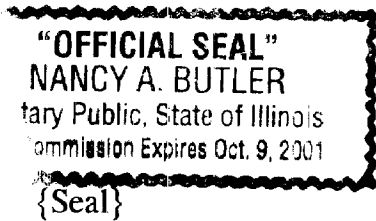
10/09/01

Trademark Security Agreement

ACKNOWLEDGMENT

STATE OF ILLINOIS )  
 ) ss.  
COUNTY OF COOK )

On the 2<sup>nd</sup> day of November, 1999 before me personally appeared Rick Vanderwal, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as Sr V.P. + CFO of Gingiss Formalwear, Inc. and Gingiss International Inc., who being by me duly sworn, did depose and say that he is Sr V.P. + CFO of Gingiss Formalwear, Inc. and Gingiss International Inc., the corporations described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that he acknowledged said instrument to be the free act and deed of said corporation.



Nancy A. Butler  
Notary Public

My commission expires:

10/09/01

Trademark Security Agreement

**SCHEDULE 1**

**Exhibit to Trademark Security Agreement**

<u>Trademark Name</u>	<u>Registration Number</u>	<u>Registration Date</u>
Gingiss Formalwear	2,270,568	8/17/99
Tuxedos by Gingiss	1,878,996	2/14/95
The Buyer's Market at Gingiss Formalwear	1,596,938	5/15/90
Gingiss Formalwear	1,090,526	5/2/78
Gingiss	875,808	8/26/69
Gingiss	875,807	8/26/69
Gingiss	917,166	7/27/71
Gingiss	885,035	1/27/70
Design of Male	915,219	6/15/71
America's Most Trusted Tuxedo Specialist	2,228,249	3/2/99
GF (Plus Design)	876,210	9/2/69
Groomservice	1,597,925	5/22/90
The Difference in Black & White	1,823,436	2/22/94
Design Only	1,850,105	8/16/94