FORM PTO-1594 (Rev. 6-93) MRD 1-4-00 RE 01-31-2000 SHEET Y U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

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

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101252690

To the Honorable Commissioner of P[illegible] [illegible]ached original documents or copy thereof.

1. Name of conveying party(ies):

APPAREL VENTURES, INC.
204 WEST ROSECRANS AVENUE
GARDENA, CA 90248

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State DELAWARE
☐ Other

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

2. Name and address of receiving party(ies)

Name: THE CIT GROUP/COMMERCIAL SERVICES, INC.

Internal Address:

Street Address: 300 S. GRAND AVE., 2ND FLOOR

City: LOS ANGELES State: CA ZIP: 90071

☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State NEW YORK
☐ 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

3. Nature of conveyance:

☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other

Execution Date: Dec 23, 99

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE

Additional numbers attached? ☐ Yes ☐ No

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

Name:

Internal Address:

Street Address:

City: State: ZIP:

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41) $ 1090.00

☐ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

01/31/2000 DCOATES 00000005 75725657

01 FC:481 40.00 OP
02 FC:482 1050.00 OP

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.

Michael Rosen — Name of Person Signing
Signature
12/27/99 — Date

Total number of pages including cover sheet, attachments, and document: 14

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

Trademarks of Apparel Ventures, Inc.

Printed December 17, 1999

Trademark	Serial No./Reg. No.	Status
CURVA	SN 75/725,657	Application filed June 9, 1999; waiting for examination
SIMPLY SKINNY	SN 75/650,883	Published for opposition on November 16, 1999
LA BLANCA CURVA	SN 75/483,878	Published for opposition on November 23, 1999
TOO HOT	SN 75/376,866	Published for opposition on October 19, 1999
STUDIO LIVE!	SN 75/220,870	Abandoned
STUDIO LA BLANCA	Reg. No. 2,168,456	Registered June 23, 1998
FIGURE FRIENDLY	SN 75/116,585	Abandoned
SECRET WONDERS	SN 75/088,080	Abandoned
TOO HOT SPORT	SN 75/088,079	Abandoned
TOO HOT BODY	SN 75/088,078	Abandoned
SECRET SOLUTIONS	Reg. No. 2,111,314	Registered November 4, 1997
SECRET PUSH	Reg. No. 2,049,795	Registered April 1, 1997
VANISHING ACT	Reg. No. 2,039,421	Registered February 18, 1997
JUST BEACHY	SN 74/654,919	Abandoned
SESSA SIGNATURES	SN 74/654,390	Abandoned
GREAT LENGTHS	Reg. No. 2,032,859	Registered January 21, 1997
SWIM STUFF	SN 74/645,221	Abandoned
BUST IT UP	Reg. No. 2,014,419	Registered November 5, 1996
CORAL KEY	Reg. No. 1,897,019	Registered May 30, 1995
PORTA BRAZIL	Reg. No. 1,890,589	Registered April 18, 1995
COSHKAI	SN 74/387,765	Abandoned
WEST BEACH	SN 74/263,297	Abandoned
AZUL	Reg. No. 1,753,281	Registered February 16, 1993; §8/15 affidavit filed
ELISABETH STEWART	Reg. No. 1,736,675	Registered December 1, 1992; §8/15 affidavit filed
SESSA!	Reg. No. 1,642,460	Registered April 23, 1991; §8/15 affidavit filed

Trademark	Serial No./Reg. No.	Status
CHA CHA CHA	Reg. No. 1,629,231	Registered December 25, 1990; §8/15 affidavit filed
CITRUS	Reg. No. 1,504,062	Registered September 13, 1988; §8/15 affidavit filed
CALIFORNIA BRIEF	SN 73/694,846	Abandoned
TOO HOT BRAZIL and design	Reg. No. 1,401,348	Registered July 15, 1986; §8/15 affidavit filed
TOO HOT BRAZIL	Reg. No. 1,346,343	Registered July 2, 1985; §8/15 affidavit filed
SPARKS BY SASSAFRAS	SN 73/438,947	Abandoned
GYM CLUB	Reg. No. 1,275,300	Cancelled
SASSAFRAS	Reg. No. 1,283,434	Registered June 26, 1984; §8/15 affidavit filed
LA BLANCA	Reg. No. 1,277,118	Registered May 8, 1984; §8/15 affidavit filed
WHISPERWEIGHT	Reg. No. 1,226,715	Cancelled
design	Reg. No. 1,215,953	Cancelled
BEAUJOLAIS TOO!	Reg. No. 1,340,844	Cancelled
LA BLANCA	Reg. No. 1,214,071	Registered October 26, 1982; §8/15 affidavit filed
MIX UPS	Reg. No. 1,197,982	Registered June 15, 1982; §8/15 affidavit filed
CROWD PLEASERS and design	Reg. No. 1,123,349	Registered July 31, 1979; §8/15 affidavit filed; no renewal filed
BEAUJOLAIS	Reg. No. 1,080,454	Cancelled
SASSAFRAS	Reg. No. 1,096,822	Registered July 18, 1978; §8/15 affidavit filed; Renewed October 20, 1998
E STEWART stylized	Reg. No. 979,033	Registered February 19, 1974; §8/15 affidavit filed; Renewed May 3, 1994

GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 23 day of December, 1999, by ***Apparel Ventures, Inc.****, a Delaware corporation, with its principal place of business at 204 West Rosecrans Avenue, Gardena, CA 90248 (herein the "Company"), and The (herein "CITCMS").*

W I T N E S S E T H:

WHEREAS, the Company and CITCMS are parties to a certain factoring and/or financing arrangements, pursuant to which CITCMS may make certain loan and advances to the Company, all as further set forth in the loan and security documents executed in connection herewith, dated of even date herewith and as the same may be amended from time to time (herein collectively, the "Financing Agreement"), which Financing Agreement provides (i) for CITCMS to purchase, at its discretion certain accounts receivable of the Company and/or make certain loans, advances and extensions of credit, all to or for the benefit and account of the Company, and (ii) for the grant by the Company to CITCMS, as collateral security therefor, a security interest in certain of the Company's assets, including, without limitation, its trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, and, if applicable, any patents, patent applications and/or registrations, all as more fully set forth herein and in the Financing Agreement;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. *Definitions. Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.*

2. *Grant of Security Interest. To secure the payment of the "Obligations" (as defined in the Financing Agreement), the Company hereby grants to CITCMS a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):*

(i) Trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of

the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");

(ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

(iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

(iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral;

(v) Any and all of the Company's rights and interests in any of the foregoing as they relate to the Company's Accounts, Inventory, Equipment and General Intangibles, or any Collateral bearing any of the foregoing, including without limitation the right to sell Inventory, goods and property bearing or covered by any of the foregoing Intellectual Property; and

(vi) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

3. *<u>CITCMS' Rights</u>. Upon the occurrence of any Event of Default hereunder, CITCMS shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. CITCMS will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any*

private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of CITCMS upon the occurrence of any Event of Default hereunder, CITCMS shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to CITCMS concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event CITCMS exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from CITCMS to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by CITCMS of the rights provided by this Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon CITCMS or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon CITCMS any duty or responsibility to maintain the Intellectual Property Collateral.

4. *Fees. The Company will pay all filing fees with respect to the security interest created hereby which CITCMS may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.*

5. *Representations and Warranties. The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Company agrees not to take any action inconsistent with the terms and intent hereof,*

provided that the Company may enter into licencing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely effect CITCMS' rights and interests hereunder. The Company hereby further agrees to provide notice to CITCMS of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Company shall take any such additional action as CITCMS shall reasonably request with respect thereto.

6. *Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by CITCMS in connection with such sale and the exercise of CITCMS' rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due CITCMS in such order as CITCMS may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.*

7. *Defense of Claims. The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of CITCMS therein. The Company agrees to reimburse CITCMS for all costs and expenses incurred by CITCMS in defending any such action, claim or proceeding.*

8. *Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any rights that CITCMS has under the Financing Agreement. The Company agrees to execute and deliver to CITCMS (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code.*

9. *Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.*

10. ***CHOICE OF LAW. THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF CALIFORNIA. THIS AGREEMENT TOGETHER WITH THE FINANCING AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND CITCMS WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN***

WRITING AND SHALL BIND AND BENEFIT THE COMPANY, CITCMS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND CITCMS EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.

11. *Events of Default. Any of the following constitutes an Event of Default under this Agreement:*

    (i) *The Company fails to perform or observe any agreement, covenant or condition required under this Agreement;*

    (ii) *Any warranty or representation made by Company, in this Agreement shall be or becomes false or misleading in any material respect; or*

    (iii) *The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by CITCMS.*

12. *Notices. The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give CITCMS written notice in the manner provided in the Financing Agreement of:*

    (i) *any claim by a third party that the Company has infringed on the rights of a third party;*

    (ii) *any suspected infringement by a third party on the rights of the Company; or*

    (iii) *any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.*

13. *Further Assurances. The Company will take any such action as CITCMS may reasonably require to further confirm or protect CITCMS' rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to CITCMS a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.*

14. *Termination. This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment in cash of all Obligations of the Company thereunder. Upon the Company's request, CITCMS shall within a reasonable time after any such termination execute and deliver to the Company*

(at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

IN WITNESS WHEREOF, *the parties hereto have duly executed this Agreement as of the 23 day of December, 1999..*

APPAREL VENTURES, INC.
(the "Company")

By: _____
Name:
Title:

Agreed and Accepted this
27 day of Dec, 1999

THE CIT GROUP/COMMERCIAL SERVICES, INC.

By: _____
Name:
Title:

IRREVOCABLE POWER OF ATTORNEY

***APPAREL VENTURES, INC.**, with offices at 204 West Rosecrans Ave., Gardena, CA 90248, (hereinafter referred to as the "Company"), hereby grants to The CIT Group/Commercial Services, Inc., a New York corporation, with offices at _____ (hereinafter referred to as "CITCMS"), the exclusive Irrevocable Power of Attorney to transfer to CITCMS or to any designee of CITCMS all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and CITCMS including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:*

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to CITCMS are outstanding under the Financing Agreement, dated on or about the date hereof, between the Company and CITCMS.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall only be exercisable by CITCMS after the occurrence of an Event of Default under the Agreement between CITCMS and the Company; and

4. CITCMS shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by CITCMS of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of CITCMS. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 23 *day of* December, *1999.*

APPAREL VENTURES, INC.
(the "Company")

By:
Name:
Title:

ACKNOWLEDGMENT

STATE OF

COUNTY OF

On 12/23, 19 99, before me, Michael Rosen

Notary Public , personally appeared Marvin Goodman.

/__/ personally known to me **or**

/✓/ **proved to me on the basis of satisfactory evidence**

to be the person~~(s)~~ whose name~~(s)~~ is~~/are~~ subscribed to the within instrument and acknowledged to me that he~~/she/they~~ executed the same is his~~/her/their~~ authorized capacity~~(ies)~~, and that by his~~/her/their~~ signature~~(s)~~ on the instrument the person~~(s)~~ or the entity upon behalf of which the person~~(s)~~ acted, executed the instrument.

WITNESS my hand and official seal.

Notary Public

My commission expires: 11/00

MICHAEL ROSEN
Commission # 1116296
Notary Public — California
Los Angeles County
My Comm. Expires Nov 11, 2000

SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES
Between
APPAREL VENTURES, INC.
and
THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. PATENTS

Title	*Patent No.*	*Issue Date*
	None	

SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES
Between
APPAREL VENTURES, INC.
and
THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. TRADEMARKS

Title or Mark	*Registration No.*	*Registration Date*

See Attached Schedule

SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES
Between
APPAREL VENTURES, INC.
And
THE CIT GROUP/COMMERCIAL SERVICES, INC.

U.S. LICENSES

Name	*Registration No.*	*Registration Date*
	None	