

04-17-2000



101303266

SS.

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

04/17/2000 DCOATES 00000220 500709 75244477

FOR OFFICE USE ONLY

01 FC:481	40.00 CH
02 FC:482	400.00 CH
03 FC:484	120.00 CH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 002020 FRAME: 0333

MRD
4-14-00

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

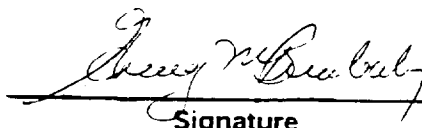
No

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. Charges to deposit account are authorized, as indicated herein.

George M. Borababy

Name of Person Signing



Signature

3/29/2000

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property). Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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1802982	<input type="text"/>	<input type="text"/>
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TRADEMARK SECURITY AGREEMENT
Colberts, Inc.

WHEREAS, Colberts, Inc., a Texas corporation ("Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and is a party to the Trademark Licenses listed on Schedule I annexed hereto; and

WHEREAS, Grantor and PNC Bank, National Association, as agent ("Agent") and the lenders named therein (the "Lenders") are parties to a Revolving Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Agent and Lenders;

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent (in such capacity, "Grantee") for the benefit of itself and 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 below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment and performance of the Obligations (as defined in the Loan 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 itself and 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 I 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 I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule I annexed hereto 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.

For purposes of this Trademark Security Agreement, the capitalized terms used herein shall have the following meanings:

"Trademark License" means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Grantor), including, without limitation, the agreements described in Schedule I to this Trademark Security Agreement.

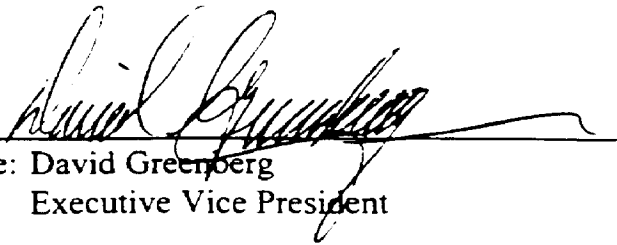
"Trademarks" means collectively all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I of this Trademark Security Agreement; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan 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 Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 27th day of May, 1999.

COLBERTS, INC.

By: 
Name: David Greenberg
Title: Executive Vice President

Acknowledged:

PNC Bank, National Association

By: 
Name: FRANK BRUBAKER
Title: V.P.

9125.103:82092 02

TRADEMARK
REEL: 002020 FRAME: 0338

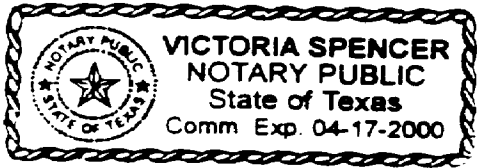
ACKNOWLEDGMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 27th day of May, 1999 before me personally appeared David Greenberg 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 the Exec. U.P. of Colberts, Inc., who being by me duly sworn, did depose and say that he/she is the Exec. U.P. of Colberts, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

Victoria Spender
Notary Public



9125.103:82092.02

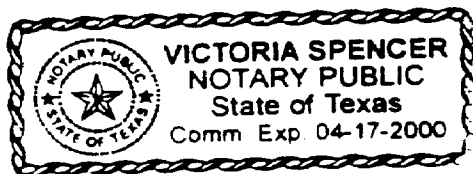
ACKNOWLEDGEMENT

STATE OF TEXAS §
 §
COUNTY OF DALLAS §

On the 27th day of May, 1999 before me personally appeared Frank Brinesa 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 V.P. of PNC Bank, National Association, who being by me duly sworn, did depose and say that he/she is V.P. of PNC Bank, National Association, the corporation described in and which executed the foregoing instrument; that he/she knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that the said instrument was signed and sealed on behalf of said corporation by order of its Board of Directors; that he/she signed his/her name thereto by like order; and that he/she acknowledged said instrument to be the free act and deed of said corporation.

(Seal)

Victoria Spenc
Notary Public



9125.103:82092.02

Schedule I
to Trademark
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

(See attached)

9125.103:82092.02

TRADEMARK
REEL: 002020 FRAME: 0341

U.S. Trademark Applications/Registrations

May 10, 1999

<u>Mark</u>	<u>Serial No.</u>	<u>Filing Date</u>	<u>Registration No.</u>	<u>Registration Date</u>
<u>Registered:</u>				
ARLANDO	231,378	12/17/91	1,715,973	09/15/92
ASHLEY HILL	231,364	12/17/91	1,711,875	09/01/92
AT EASE	234,459	12/27/91	2,036,309	02/11/97
BLUE PLAINS	189,546	10/29/96	2,200,289	10/27/98
BODY BEAM	231,413	12/17/91	1,790,462	08/31/93
BRITE TOGS	246,182	01/04/94	1,815,554	01/04/94
CE CONCEPTS	020,455	11/15/95	2,046,675	03/18/97
COAT COLLECTIBLES	245,624	02/12/92	1,928,749	10/17/95
COLBERTS	224,130	11/22/91	1,722,796	10/06/92
KENT STREET	234,456	12/27/91	1,733,212	11/17/92
KIDS KLOSET	246,190	02/12/92	1,826,967	03/15/94
LAURA DANIELS	231,365	12/17/91	1,711,876	09/01/92
TAMARA	514,553	04/20/94	1,911,711	08/15/95
THE SUIT COLLECTION	246,181	02/12/92	1,802,982	11/02/93
<u>Pending:</u>				
AT EASE	244,477	02/20/97		
ELITE SPORT	n/a	04/09/99		
TANGLEWOOD	491,134	05/27/98		

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

None

Licenses to or from Grantor with respect to the trademarks listed above pursuant to the following International Distributorship Agreements:

UNREGISTERED TRADEMARKS

None

9125.103:82092.02