

03-06-2000

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1-25-00

OPR/FINANCE



101282014

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
- Merger
- Change of Name
- Other

Effective Date  
Month Day Year  
12 22 99

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/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- 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 Assignment.)

03/03/2000 DCORTES 00000155 75634596

FOR OFFICE USE ONLY

01 FC:481 40.00 OP  
02 FC:482 150.00 OP

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

**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)		
<input type="text" value="75-634596"/>	<input type="text" value="75-285670"/>	<input type="text"/>	<input type="text" value="2186082"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75-621176"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2108668"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75-286782"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2106760"/>	<input type="text"/>	<input type="text"/>

**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.

RICHARD J. NOLKS

*[Handwritten Signature]*

1/20/2000

Name of Person Signing

Signature

Date Signed

## AEROGROUP INTERNATIONAL, INC.

COLLATERAL ASSIGNMENT  
OF DEEP E LOAN AND SECURITY DOCUMENTS

THIS COLLATERAL ASSIGNMENT is executed as of this 22nd day of December, 1999, by AEROGROUP INTERNATIONAL, INC., a New Jersey corporation ("Assignor"), in favor of LASALLE BUSINESS CREDIT, INC. in its capacity as Collateral Agent for the Banks, the Agent, the Co-Agent and itself under (and each as defined in) the Revolving Credit Agreement referred to below ("Assignee").

## REFERENCE IS MADE TO THE FOLLOWING FACTS:

- A. Assignor is an existing customer of the Banks pursuant to a Revolving Credit Agreement dated as of June 30, 1998 (the "Revolving Credit Agreement");
- B. Assignor desires to make an investment in Deep E Co., and in connection therewith will make certain loans and advances to Deep E Co. on a secured basis;
- C. Assignor has entered into certain loan and security documents with Deep E Co. more specifically described in Exhibit A attached hereto and being an integral part hereof (collectively, the "Assigned Contracts");
- D. Assignor and the Banks wish to modify the Revolving Credit Agreement in various respects, including, without limitation, permitting the investment described in clause (B) above (such modification is hereinafter referred to as "Modification No. 1");
- E. Assignor has agreed to execute and deliver this Collateral Assignment in order to induce Assignee to enter into Modification No. 1 and to provide additional security for Assignor's obligations to Assignee pursuant to the Security Agreement dated as of June 30, 1998 by Assignor in favor of Assignee (the "Security Agreement").
- F. All capitalized terms used herein, but not defined herein, shall have the same meanings as set forth in the Revolving Credit Agreement. Terms not otherwise defined herein or therein shall have the meanings ascribed to them, if any, under the Massachusetts Uniform Commercial Code.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Assignor and Assignee agree as follows:

- I. Assignor hereby assigns to Assignee as additional collateral, and grants Assignee a security interest in, all of Assignor's contract rights, rights, pledges, security interests, liens and remedies under the Assigned Contracts.

2. Assignor shall furnish to Assignee copies of all notices received by Assignor under the Assigned Contracts, and, subject to the provisions of Modification No. 1, shall promptly give such notices and take such actions as are, in its reasonable discretion, necessary to protect and enforce Assignor's rights and remedies under the Assigned Contracts.

3. Notwithstanding anything to the contrary contained in this Assignment, this Assignment shall not constitute a transfer such as to impose any liability on Assignee for performance of any obligation of Assignor under or in respect of the Assigned Contracts (and by its acceptance of this Assignment, Assignee does not assume or agree to perform any such obligation of Assignor).

4. Assignee may exercise or decline to exercise any right granted it herein in its unrestricted discretion, and to the extent Assignee shall elect to exercise any right hereunder, Assignee shall, absent gross negligence or willful misconduct, never be liable for its negligence or otherwise. Nothing contained herein shall place any burden or obligation on Assignee or any Bank, or impose any liability on Assignee or any Bank. Assignee may exercise its rights under this Assignment in its own name or by its nominee or assignee, and on any one or more occasions. Any proceeds realized by Assignee from the exercise of its rights hereunder shall be applied in Assignee's unrestricted discretion and proceeds in excess of Assignor's obligations to Assignee under the Amended and Restated Loan Agreement shall be turned over to Assignor.

5. The obligations and rights set forth in this Assignment shall be in addition to, and not in lieu of, any obligations or rights set forth in or contemplated by the Revolving Credit Agreement, the Security Agreement or any other Security Document (as defined in the Revolving Credit Agreement). All rights and remedies of Assignee and the Banks evidenced hereby, or evidenced or contemplated by the Revolving Credit Agreement, the Security Agreement or any other Security Document shall be cumulative and may be exercised separately or concurrently in Assignee's unrestricted discretion, without regard to the adequacy of or to the exercise of any other right, remedy or security held by or available to Assignee and the Banks, and Assignor hereby waives the applicability or availability of any doctrine of marshaling to any portion of the Assigned Contracts assigned hereunder, or to any other property or collateral securing the obligations and indebtedness secured hereby.

6. Any default by Assignor in any of the terms or provisions of this Assignment will constitute an Event of Default under the Revolving Credit Agreement and the other Security Documents.

7. Assignor represents and agrees that the Assigned Contracts are each in full force and effect, are each enforceable in accordance with their terms, and provide Assignor with a first-priority security interest in the assets and properties of Deep E Co. which are identified therein as being subject to such a security interest, except for (x) the Excepted Encumbrances with respect to the factoring of accounts receivable with

Olympic Credit Fund, Inc., and the proceeds thereof, and specific inventory pledged as of the date hereof to Barish & Company, Inc., Bordan Shoe Company, Inc., South Service Trading and Ching Tae Kyung Shoe Co. Ltd./Linear Korea, in each case as specified in Section 5.1 of the Financing Agreement between Assignor and Deep E Co. dated as of December 13, 1999 (as in effect and delivered to the Banks prior to the date hereof for their review and approval; herein, the "Financing Agreement"), it being expressly agreed that all other liens will be released and terminated on or prior to the date hereof, and (y) the right of first refusal specified in Section 6.7 of the Financing Agreement. Such security interests granted to Assignor by Deep E Co. are assignable hereunder to Assignee. Assignor further represents and agrees (i) that it will notify the Banks in writing prior to permitting or causing Deep E Co. to enter into any new or replacement financing arrangements pursuant to which any liens on the assets of Deep E Co. are granted as security therefor, and (ii) once Deep E Co. has become a Subsidiary or Affiliate (only as a direct result of the conversion, in whole or in part, of Assignor's investment (or loan or advance) to an equity interest in Deep E Co.), Assignor will notify and obtain the prior written consent of the Banks (which consent may be withheld in their sole discretion) to the entering into by Deep E Co. of any such financing arrangements.

8. Assignor represents and agrees that there are currently no defaults, breaches, delinquencies, Events of Default or events which with the passage of time or the giving of notice, or both, will constitute an Event of Default by Assignor, or, to the Assignor's best knowledge, any other party under the Assigned Contracts. Assignor shall give Assignee notice of any defaults, delinquencies, breaches, Events of Default or occurrences which with the passage of time or the giving of notice or both, will constitute Events of Default under the Assigned Contracts. The foregoing notice shall be given to Assignee on a quarterly basis together with the delivery of Assignor's financial statements pursuant to Section 5.1(b) of the Revolving Credit Agreement. Assignor shall also give Assignee prompt notice of the termination or impossibility of performance of any of the terms of the Assigned Contracts.

9. Assignor shall not take any action or omit to take any action or make any agreements which would violate or be inconsistent with the terms of this Assignment, the Revolving Credit Agreement or the other Security Documents, or which would have the effect of impairing the position or interests of the Assignee under any of such documents.

10. All notices required or appropriately to be given under this instrument shall be sufficiently given if given in accordance with the terms of the Revolving Credit Agreement.


11. This Collateral Assignment and all rights and obligations hereunder, including matters of construction, validity and performance shall be governed by the laws of the State of New York without regard to principles of choice of law.

12. This Agreement is intended to take effect as a sealed instrument and all the covenants, agreements, obligations and representations of Assignor herein contained shall

be binding upon Assignor and the assigns and legal representatives of Assignor, for the benefit of Assignee, the Banks and their respective successors or assigns.

WITNESS the execution hereof, under seal, in any number of counterparts as of the date set forth above.

AEROGROUP INTERNATIONAL, INC.

By:   
Name: RICHARD J. MORRIS  
Title: Executive Vice President

[Form of Deep E Co. Consent]

December \_\_, 1999

LaSalle Business Credit, Inc., as Collateral Agent  
135 South LaSalle Street  
Chicago, IL 60603

Attn: Mr. Cyril Prince

Re: AeroGroup International, Inc. (the "Assignor")

We refer to the instruments and contracts between the Assignor and the undersigned dated as of December \_\_, 1999 (collectively, the "Contracts"). The undersigned hereby acknowledges and consents to the grant by the Assignor to you, pursuant to a certain Collateral Assignment of Deep E Loan and Security Documents made as of December \_\_, 1999 by the Assignor in your favor, of an assignment of and a security interest in all of the Assignor's rights under the Contracts.

Very truly yours,

DEEP E CO.

By: \_\_\_\_\_  
Name:  
Title:

EXHIBIT A

Financing Agreement dated as of December 13, 1999  
Security Agreement dated as of December 13, 1999  
Master Promissory Note dated December 13, 1999  
Shareholders Agreement dated as of December 13, 1999  
UCC-1 Financing Statement (State of Oregon)  
UCC-1A Real Property Financing Statement (County)  
US PTO Security Agreement Conveyance Recordation Form

21





deep e

404 NW Tenth Ave Ste 201 \ Portland, OR 97209 • (503) 299-6647 \ Fax (503) 299-6287

December 29, 1999

LaSalle Business Credit, Inc., as Collateral Agent  
135 South LaSalle Street  
Chicago, IL 60603

Attn: Mr. Cyril Prince

Re: AeroGroup International Inc. (the "Assignor")

We refer to the instruments and contracts between the Assignor and the undersigned dated as of December \_\_, 1999 (collectively, the "Contracts"). The undersigned hereby acknowledges and consents to the grant by the Assignor to you, pursuant to a certain Collateral Assignment of Deep E Loan and Security Documents made as of December \_\_, 1999 by the Assignor in your favor, of an assignment of and a security interest in all of the Assignor's rights under the Contracts.

Very truly yours,

DEEP E CO.

By: Robert C. Farentinos  
Name: ROBERT C. FARENTINOS  
Title: EXECUTIVE VICE PRESIDENT