

01/24/00



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Tab settings

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

1. Name of conveying party(ies):
S.A.S.I. Corporation

JAN 24 AM 10:09
OPR/FINANCE

Name and address of receiving party(ies)

Name: Southwest Bank of St. Louis

Internal Address:

Street Address: 2301 S. Kingshighway

City: St. Louis State: Missouri ZIP: 63110

Individual(s) citizenship

Association

General Partnership

Limited Partnership

Corporation-State

Other Missouri Banking Corporation

- Individual(s)
- General Partnership
- Corporation-State (Illinois)
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: December 16, 1999

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)

B. Trademark Registration No.(s)

746,658, 956,985, 1,420,176, 1,507,263, 1,533,281, 2,092,724, 2,220,411

Additional numbers attached? Yes No

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

Name: Andrew B. Mayfield

Internal Address: Armstrong Teasdale LLP

Street Address: One Metropolitan Square, Suite 2600

City: St. Louis State: Missouri ZIP: 63102-2740

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

01-2384

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

03/15/2000 DNGUYEN 00000245 012384 746658

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

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.

Andrew B. Mayfield
Name of Person Signing

Andrew B. Mayfield
Signature

1/19/00
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

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This TRADEMARK COLLATERAL SECURITY AGREEMENT (this "*Agreement*"), is dated as of December 16, 1999, and is made by **S.A.S.I. CORPORATION d/b/a Bridal Originals**, an Illinois corporation (the "*Borrower*"), in favor of **SOUTHWEST BANK OF ST. LOUIS**, a Missouri Banking corporation (the "*Bank*").

RECITALS

Pursuant to the Credit Agreement, dated as of December 16, 1999 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Borrower and the Bank, the Bank has agreed to make loans to the Borrower upon the terms and subject to the conditions set forth therein, such loans to be evidenced by the Notes issued by the Borrower thereunder. It is a condition precedent to the obligation of the Bank to make their respective loans to the Borrower under the Credit Agreement that the Borrower shall have executed and delivered this Security Agreement to the Bank.

NOW, THEREFORE, in consideration of the premises and to induce the Bank to enter into the Credit Agreement and to induce the Bank to make its loan to the Borrower under the Credit Agreement, the Borrower hereby agrees with the Bank as follows:

1. Defined Terms. (a) Unless otherwise defined herein, capitalized terms which are defined in the Credit Agreement and used herein shall have the meanings given to them in the Credit Agreement.

2. Grant of Security Interest; Collateral Assignment.

a. To secure the complete and timely satisfaction of all Obligations, Borrower hereby grants to the Bank a continuing security interest in all of its right, title and interest in and to the trademark(s), trade name(s) and servicemark(s) listed on Schedule A hereto (as the same may be amended pursuant hereto from time to time) (collectively, the "*Trademarks*"), including, without limitation, all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "*Trademark Rights*"), and the goodwill of the business to which the Trademark relates (the "*Associated Goodwill*") (the Trademarks, the Trademark Rights, and the Associated Goodwill are collectively called the "*Trademark Collateral*").

b. In addition to the grant of security interest provided in paragraph 2(a), Borrower hereby assigns and conveys to the Bank all of its right, title and interest in and to the Trademark Collateral; provided, however, that such assignment and conveyance shall be and become of force and effect only, and shall immediately and automatically become of force and effect without further action, upon the occurrence of an Event of Default.

3. Representations, Warranties and Covenants of Borrower. Borrower represents, covenants and warrants to the Bank that:

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TRADEMARK

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a. The registrations of the Trademarks are subsisting and have not been adjudged invalid or unenforceable;

b. To Borrower's knowledge, the Trademarks are valid and enforceable except to the extent that such invalidity or unenforceability could not reasonably be expected to have a material adverse effect;

c. Except with respect to Ravissant, to Borrower's knowledge, no current claim has been made that the use of any Trademark does or may violate the rights of any third person;

d. Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons;

e. Borrower has the unqualified right to enter into this Agreement and to perform its terms;

f. Borrower shall make reasonable business efforts to use, for the duration of this Agreement, the proper statutory notice in connection with its use of the Trademarks; and

g. Borrower shall use for the duration of this Agreement, consistent standards of quality in its manufacture and/or sale of products sold under the Trademarks.

4. Inspection Rights. Borrower hereby grants to Bank and its employees, agents and designees the right to visit Borrower's plants and facilities which manufacture, distribute or store products sold under the Trademarks, and to inspect the products and quality control records relating thereto. Borrower shall do any and all acts reasonably required by Bank to ensure Borrower's compliance with paragraph 3(g) hereof.

5. Further Assurances. Borrower agrees that, until all of the Obligations shall have been satisfied in full and the Commitments have terminated, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Borrower's obligations under this Agreement or not in the ordinary course of business, without Bank's prior written consent. Borrower further agrees that at any time and from time to time, at the expense of Borrower, Borrower will promptly execute and deliver all further instruments and documents, and take all further action, that may be necessary or desirable, or that Bank may reasonably request, in order to perfect and protect the security interest and collateral assignment granted or purported to be granted hereby or to enable Bank to exercise its rights and remedies hereunder.

6. Additional Trademarks. If, before the Obligations shall have been satisfied in full, Borrower shall obtain rights to any registrations of any new trademark(s), trade name(s) or servicemark(s) or application(s) therefor, the provisions of paragraph 2 shall automatically apply thereto and Borrower shall give Bank prompt written notice thereof.

7. Modification by Bank. Borrower authorizes Bank to modify this Agreement by amending Schedule A to include any future registrations of any trademark(s), trade name(s) or

servicemark(s), or future application(s) therefor, covered by paragraphs 2 and 6 hereof, without the signature of Borrower to the extent permitted by applicable law.

8. Grant of License to Bank. Borrower hereby presently grants to the Bank a license to use the Trademark in connection with the Collateral upon and after the foreclosure upon, sale or other transfer of all or any part of the Collateral by or to Bank pursuant to any Loan Documents including this Agreement. The license granted in this paragraph 8 may be transferred by Bank, without Borrower's consent, to any successor of Bank, any assignee of Bank, and/or any purchaser or other transferee of any or all of the Collateral. This license may not be revoked until all of the Obligations have been paid or satisfied in full and the Commitments have terminated.

9. Rights of Borrower. Unless and until there shall have occurred an Event of Default, Borrower shall own the title to the Trademark Collateral and shall have the exclusive, nontransferable right to use the Trademarks on and in connection with products sold by Borrower, for Borrower's own benefit and account and for none other. Except as permitted in paragraph 5 hereof, Borrower agrees not to sell or assign its interest in, or grant any license under the Trademarks or the other Trademark Collateral, other than the license to the Bank hereunder.

10. Default. If any Event of Default shall have occurred, the Bank shall have, in addition to all other rights and remedies given it by this Agreement, those provided in the Loan Documents and those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademark Collateral may be located.

11. Termination of Agreement. At such time as Borrower shall completely satisfy all of the Obligations and the Commitments have terminated, this Agreement shall terminate and the Bank shall execute and deliver to Borrower, at Borrower's expense, and without recourse, representation or warranty, all releases, assignments and other instruments as may be necessary or proper to re-vest in Borrower full right, title and interest in and to the Trademark Collateral, subject to any disposition thereof which may have been made by the Bank pursuant hereto.

12. Expenses. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, reasonable attorneys' fees and legal expenses, incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including, without limitation, all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademark Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademark Collateral, shall, to the extent permitted by applicable law, be borne and paid by Borrower on demand by Bank and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the interest rate then applicable under the Credit Agreement.

13. Preservation of Trademark Rights. Borrower shall have the duty, through counsel reasonably acceptable to the Bank, to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the foregoing shall be borne by Borrower. Borrower shall have the right, with the consent of the Bank, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event the Bank may, if necessary, be joined as a nominal party to such suit so long as the Bank is satisfied, in its sole determination, that such joinder will not subject it to any risk of liability. Borrower shall promptly, upon demand, reimburse and indemnify the Bank for

all damages, costs and expenses, including, without limitation, reasonable attorneys' fees, incurred by the Bank or any Bank in the fulfillment of any provision of this paragraph 13.

14. Bank Appointed Attorney-In-Fact. Borrower hereby authorizes and empowers Bank, upon and after the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Bank as the Bank may select, in its exclusive discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for the Bank to use the Trademarks or the other Trademark Collateral, or to grant or issue any exclusive or non-exclusive license under the Trademark Collateral to the Bank or anyone else, or necessary for the Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademark Collateral to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

15. Bank May Act. If Borrower fails to comply with any of its obligations hereunder, the Bank may do so in Borrower's name or in Bank's name to the extent permitted by applicable law, but at Borrower's expense, and Borrower hereby agrees to reimburse the Bank in full for all reasonable expenses, including, without limitation, reasonable attorneys fees, incurred by the Bank in protecting, defending or maintaining the Trademark Collateral or any part thereof.

16. No Waiver. No course of dealing between Borrower and the Bank, nor any failure to exercise, nor any delay in exercising, on the part of the Bank, any right, power or privilege hereunder, under the Credit Agreement or under applicable law shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

17. Rights Cumulative. All of the Bank's rights and remedies with respect to the Trademark Collateral, whether established hereby or by the Credit Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

18. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

19. Modification. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 7.

20. Inurement. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided however, that the foregoing provision shall not invalidate or otherwise modify the restrictions imposed on Borrower hereunder with respect to transferring any part of or interest in the Trademark Collateral.

21. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed and construed in accordance with the internal laws of the State of Missouri.

22. Submission To Jurisdiction, Waivers. The Borrower hereby irrevocably and unconditionally:

a. submits for itself and its property in any legal action or proceeding relating to this Agreement and the other Loan Documents to which it is a party, or for recognition and enforcement of any judgment in respect thereof, to the non-exclusive general jurisdiction of the courts of the State of Missouri, the courts of the United States of America for the Eastern District of Missouri, and appellate courts from any thereof;

b. consents that any such action or proceeding may be brought in such courts and waives any objection that it may now or hereafter have to the venue of any such action or proceeding in any such court or that such action or proceeding was brought in an inconvenient court and agrees not to plead or claim the same;

c. agrees that service of process in any such action or proceeding may be effected by mailing a copy thereof by registered or certified mail (or any substantially similar form of mail), postage prepaid, to the Borrower at its address set forth in Section 8.01 of the Credit Agreement or at such other address of which the Bank shall have been notified pursuant thereto;

d. agrees that nothing herein shall affect the right to effect service of process in any other manner permitted by law or shall limit the right to sue in any other jurisdiction; and

e. waives, to the maximum extent not prohibited by law, any right it may have to claim or recover in any legal action or proceeding referred to in this Section any special, exemplary, punitive or consequential damages.

23. WAIVERS OF JURY TRIAL. BORROWER AND THE BANK HEREBY IRREVOCABLY AND UNCONDITIONALLY WAIVE TRIAL BY JURY IN ANY LEGAL ACTION OR PROCEEDING RELATING TO THIS SECURITY AGREEMENT OR ANY OTHER LOAN DOCUMENT AND FOR ANY COUNTERCLAIM THEREIN.

[REMAINDER OF PAGE LEFT INTENTIONALLY BLANK; SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first above written.

S.A.S.I. CORPORATION, d/b/a Bridal Originals

By: Daniel P. Shea, President
Name: Daniel P. Shea
Title: President

SOUTHWEST BANK OF ST. LOUIS

By: Dennis B Hunter
Name: DENNIS B HUNTER
Title: VICE PRESIDENT

CERTIFICATE OF ACKNOWLEDGMENT

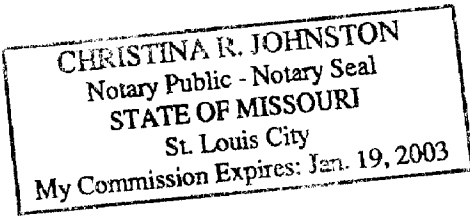
STATE OF MISSOURI)
) SS
City OF ST. LOUIS)

Before me, the undersigned, a Notary Public in and for the City and State aforesaid, on this 16th day of December, 1999, personally appeared Daniel P. Shea to me known personally, and who, being by me duly sworn, deposes and says that he is the President of S.A.S.I. Corporation, d/b/a Bridal Originals, an Illinois corporation, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

[SEAL]

Christina R Johnston
Notary Public

My commission expires:



CERTIFICATE OF ACKNOWLEDGMENT

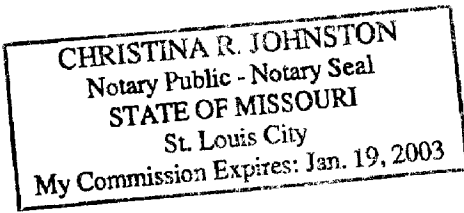
STATE OF MISSOURI)
) SS
City OF ST. LOUIS)

Before me, the undersigned, a Notary Public in and for the City and State aforesaid, on this 16th day of December, 1999, personally appeared Dennis B. Hunter to me known personally, and who, being by me duly sworn, deposes and says that he is the Vice President of Southwest Bank of St. Louis, and that the seal affixed to the foregoing instrument is the corporate seal of said corporation, and that said instrument was signed and sealed on behalf of said corporation by authority of its Board of Directors, and said individual acknowledged said instrument to be the free act and deed of said corporation.

[SEAL]

Christina R Johnston
Notary Public

My commission expires:



SCHEDULE A

Trademark

U.S. Registration Number

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TRADEMARK
REEL: 002034 FRAME: 0967

Trademark Status Report

<u>Client/Matter Information</u>	<u>Pat/TM Title</u>	<u>Pa/TM Status</u>	<u>Serial #</u>	<u>Country</u>	<u>Filing Date</u>	<u>Pa/TM #</u>	<u>Issue Date</u>
8546-002 S.A.S.I., Corp.	Ravissant by Bridal Originals	Abandoned	75/361,599	US	9/23/1997		
8546-002a S.A.S.I., Corp.	Silhouettes by Bridal Original	Registered	75/078,124	US	3/25/1996	2,092,724	9/2/1997
8546-002b S.A.S.I., Corp.	Silhouettes by Bridal Original	Registered	75/400,016	US	12/4/1997	2,220,411	1/26/1999
8546-003 S.A.S.I., Corp.	The Perfect Way to Say I Do	Registered	73/678,974	US	8/17/1987	1,507,263	10/4/1988
8546-003a S.A.S.I., Corp.	Sylvia Ann & Design	Registered	73/748,386	US	8/23/1988	1,533,281	4/4/1989
8546-003b S.A.S.I., Corp.	Bridal Originals	Registered	73/590,839	US	3/31/1986	1,420,176	12/9/1986

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8546-003c S.A.S.I., Corp.	Cherub design	Registered	72/4-18,196	US	3/13/1972	956,985	4/10/1973
8546-003d S.A.S.I., Corp.	Nadine	Registered	117,983	US	4/17/1961	746,658	3/12/1963
8546-003e S.A.S.I., Corp.	Nadine Boutique	Abandoned	74/146,827	US	3/8/1991	1,734,080	11/17/1992
8546-004 S.A.S.I., Corp.	Cherub Design	Registered	2167855	GB	5/27/1998		5/27/1998
8546-004a S.A.S.I., Corp.	Bridal Originals	Registered	587372	CA	7/7/1987	366066	3/2/1990
8546-004b S.A.S.I., Corp.	Nadine Boutique	Registered	683030	CA	6/3/1991	405586	11/27/1992

Trademark Status Report

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8546-004c S.A.S.I., Corp.	Bridal Originals	Registered	63-045251	JP	4/20/1988	2327314	8/3/1991
8546-004d S.A.S.I., Corp.	Cherub design	Registered	1338577	GB	3/16/1988	1338577	3/16/1988
8546-004e S.A.S.I., Corp.	The Perfect Way to Say I Do	Registered	600080	CA	2/3/1988	353891	3/23/1989
8546-004f S.A.S.I., Corp.	Sylvia Ann	Abandoned	A574638	AU	3/18/1992	574638	8/24/1993
8546-004g S.A.S.I., Corp.	Nadine	Registered	78-33113	TW	6/15/1989	482061	5/16/1990
8546-004h S.A.S.I., Corp.	Nadine	Abandoned	574637	AU	3/18/1992	A574637	12/23/1994

Trademark Status Report

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8546-004j S.A.S.I., Corp.	Cherub design	Registered	562184	CA	5/7/1986	358773	7/28/1989
8546-004j S.A.S.I., Corp.	Sylvia Ann	Registered	266,192	CA	11/22/1961	126,751	6/1/1962
8546-004k S.A.S.I., Corp.	Bridal Originals & Design	Registered	2167854	GB	5/27/1998	2167854	5/27/1998
8546-004l S.A.S.I., Corp.	Bridal Originals & Design	Registered	485744	AU	4/22/1988	485744	4/22/1988
8546-004m S.A.S.I., Corp.	Bridal Originals & Design	Registered	1338576	GB	3/16/1988	B1338576	3/16/1988
8546-004n S.A.S.I., Corp.	Nadine	Abandoned	78-33114	TW	6/15/1989	480334	3/31/1990

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8546-0040 S.A.S.I., Corp.	The Perfect Way to Say I Do	Abandoned	63-002197	JP	8/17/1987	2217878	3/27/1990