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03-17-2000

U.S. Department of Commerce
Patent and Trademark Office

02-17-2000

U.S. Patent & TMOfr/TM Mail Rcpt Dt. #34



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To the Honorable Commissioner of Patent

101292765

d original documents or copy thereof.

1. Name of conveying party(ies):
 Holiday Fair, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of New York
 Other _____

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

2. Name and Address of receiving party(ies)

Name: GMAC Commercial Credit LLC

Address: 1290 Avenue of the Americas
New York, New York 10104

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State of 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: December 24, 1999

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

A. Trademark Application No.(s) 75/507,457 B. Trademark Registration No.(s) 2,029,347

Additional numbers attached? Yes No

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

Baila H. Celedonia, Esq.
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41)..... \$ 390.00

Enclosed
 Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415

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

03/17/2000 DCDATES 00000036 75507457

Q1 FC:481 40.00 DP
 Q2 FC:482 250.00 DP

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.

BAILA H. CELEDONIA *Baila H. Celedonia* February 17, 2000

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 13

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 2th day of December, 1999 by and between HOLIDAY FAIR, INC., having an office at having an office at One East 33rd Street, New York, New York ("Borrower") and GMAC Commercial Credit LLC, having an office address at 1290 Avenue of the Americas, New York, NY 10104 ("GMAC").

BACKGROUND

WHEREAS, Borrower and GMAC entered into, among other things, a Factoring Agreement (the "Factoring Agreement") and a General Security Agreement (the "Security Agreement"), dated on or about the date hereof, pursuant to which GMAC has made loans to Borrower secured by, inter alia, certain of Borrower's assets, including all of Borrower's right, title and interest in and to the Trademarks (as defined below) owned by Borrower. The Factoring Agreement and Security Agreement may collectively be referred to herein as the "Financing Agreements," and

WHEREAS, this Security Agreement, covering Trademarks shall serve as collateral security for the obligations of Borrower to GMAC pursuant to the Financing Agreements and is hereby incorporated therein and made a part thereof. GMAC shall have the right to foreclose simultaneously on the Trademarks and other collateral pledged or otherwise securing the obligations evidenced by the Agreements in the event of the occurrence of an event of default thereunder.

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Borrower and GMAC agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Financing Agreements and the following terms shall mean, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean the trademark license agreements of - N O N E - designated on Schedule I hereto with respect to the Trademarks, as any of the same may from time to time be amended or supplemented.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower

from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Security Agreement" shall mean this Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the U.S. registered trademarks and pending applications shown in the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Borrower, and all right, title and interest therein and thereto, and all registrations, applications and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, and any foreign country, all whether now owned or hereafter acquired by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the Obligations of Borrower under the Financing Agreements, Borrower hereby grants and conveys to GMAC a security interest in and to (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter acquired or filed by Borrower, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and any foreign country and the goodwill and inherent value of the business to which each of the Trademarks relates and (b) all of Borrower's right, title and interest in, to and under the following:

(a) all Licenses;

(b) all Receivables, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and,

(c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this Paragraph 2 is hereinafter collectively called the "Collateral."

3. Representations and Warranties. Borrower covenants and warrants that as of the date of this Security Agreement:

(a) The Trademarks are to the best of Borrower's knowledge subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim of which Borrower has received notice that the use of any of the Trademarks violates 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 each of 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), except for the Licenses referred to in Schedule I attached hereto;

(e) Borrower has the right to enter into this Security Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Security Agreement, such statutory notice, where appropriate, in connection with his use of the Trademarks as is consistent with its prior practice; and

(g) Borrower has used, and will continue to use for the duration of this Security Agreement, such standards of quality in its manufacture of products sold under the Trademarks as is consistent with its prior practice.

4. Right of Inspection. Borrower hereby grants to GMAC and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Borrower shall use its best efforts to do any and all acts required by GMAC to ensure Borrower's compliance with paragraph 3 (g) above.

5. New Trademarks.

(a) If, before the Obligations of Borrower shall have been paid in full, Borrower shall obtain rights to any new Trademarks, the provisions of Paragraph 2 shall automatically apply thereto and Borrower shall give GMAC prompt written notice thereof.

(b) Borrower grants GMAC a power of-attorney, irrevocable so long as the Financing Agreements are in existence, to modify this Security Agreement by amending Schedule A to include any future Trademarks, including trademark registrations or applications appurtenant thereto covered by this Security Agreement.

6. Assignment of Royalties. Borrower hereby assigns as collateral security to GMAC all rights to ask, demand, collect, and receive any and all moneys due and to become due under any License and, upon the occurrence of an Event of Default in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License. Borrower will instruct all Licensees to pay all royalties and other fees directly to GMAC at one or more mailing addresses as disclosed by GMAC.

7. Covenants. Borrower covenants and agrees with GMAC that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of GMAC, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as GMAC may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Borrower also hereby authorizes GMAC to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to GMAC hereunder, duly endorsed in a manner satisfactory to GMAC.

(b) Maintenance of Trademarks. Borrower will not do intentionally any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify GMAC immediately if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall if reasonably requested by GMAC take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule I.

(c) Indemnification.

(i) Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds GMAC harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's use of the Trademarks.

(ii) In any suit, proceeding or action brought by GMAC under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep GMAC harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach by Borrower of any obligation thereunder or arising out

of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against GMAC.

(d) Limitation of Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of GMAC in and to any of Borrower's rights under the Licenses and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Borrower will not (i) amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral, without the written consent of GMAC, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination), without the prior written consent of GMAC, or (iii) fail to deliver to GMAC a copy of each material demand, notice or document sent or received by it relating in any material way to any material License or Trademark.

(f) Notices. Borrower will advise GMAC promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of GMAC.

8. GMAC's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints GMAC and any officer or agent thereof, with full power of substitution, as his true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in GMAC's discretion, for the purposes of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives GMAC the power and right, on behalf of Borrower, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for

the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by GMAC for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to GMAC or as GMAC shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as GMAC may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though GMAC were the absolute owner thereof for all purposes, and to do, at GMAC's option all acts and things which GMAC deems necessary to protect, preserve or realize upon the Collateral and GMAC's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which GMAC may require in order to confirm this power of attorney, or which GMAC may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on GMAC hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. GMAC shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Borrower also authorizes GMAC to execute, in connection with the sale provided for in Paragraph 10(b) of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

9. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower is executing and delivering to GMAC, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to Paragraph 7 hereof.

10. Performance by GMAC of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and GMAC, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of GMAC incurred in connection with such

performance or compliance shall be payable by Borrower on demand and shall constitute Obligations secured hereby.

11. Remedies, Rights Upon Even of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower under or in connection with any of the Collateral shall be held by Borrower in trust for GMAC, shall be segregated from other funds of Borrower and shall, forthwith upon receipt by Borrower, be turned over to GMAC, in the same form as received by Borrower (duly endorsed by Borrower to GMAC, if required); and

(ii) Any and all such payments so received by GMAC (whether from Borrower or otherwise) may, in the sole discretion of GMAC, be held by GMAC as collateral security for, and/or then or at any time thereafter applied in whole or in part by GMAC against all or any part of the Obligations in such order as GMAC shall elect. Any balance of such payments held by GMAC and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur, GMAC may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which GMAC is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by GMAC to collect any such deficiency and also as to any reasonable attorney's fees incurred by GMAC with respect to the collection of any of the Obligations and the enforcement of any of GMAC's respective rights hereunder.

12. Termination. At such time as Borrower shall completely pay in full, in cash, all of the Obligations and the Financing Agreements are terminated, this Security Agreement shall terminate and GMAC shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by GMAC pursuant hereto.

13. Notices. Any notice to GMAC or Borrower under this Security Agreement shall be given in the manner and to the parties designated in the Financing Agreements.

14. No Waiver. No course of dealing between Borrower and GMAC, nor any failure to exercise, nor any delay in exercising, on the part of GMAC, any right, power or privilege hereunder or under the Financing Agreements 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.

15. Cumulative Remedies. All of GMAC's rights and remedies with respect to the Collateral, whether established hereby or by the Financing Agreements, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

16. Severability. The provisions of this Security 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.

17. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraphs 5.

18. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

19. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

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

HOLIDAY FAIR, INC

By:
Its:

ATTEST:

Secretary

GMAC COMMERCIAL CREDIT LLC

By:

Name:

Title:

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated December 29th, 1999, by and among Borrower and GMAC Commercial Credit LLC.

Reg. No. or Application No.	Mark	County	Reg. or Filing Date
75-507,457	"Londonderry"	USA	June 23, 1998
75-503,841	"Della Prima New York"	USA	June 17, 1998
2,029,347	"Sinbari"	USA	January 7, 1997
1,835,410	"Collection 1991"	USA	May 10, 1994
1,772,364	"Uh-Oh!"	USA	May 18, 1993
1,765,884	"La-Belle"	USA	April 20, 1993
1,790,401	"Colormates"	USA	August 31, 1993
1,835,449	"World Sport"	USA	May 10, 1994
1,669,451	"Jetbag"	USA	December 24, 1991
1,621,771	"Little Mischief"	USA	November 6, 1990
1,273,518	"Mischief Makers"	USA	April 10, 1984
1,253,763	"Leather Express"	USA	October 11, 1983
1,244,472	"Jetbag"	USA	July 5, 1983
1,086,405	"Holiday Fair"	USA	February 28, 1978
999,659	"Travel-Time"	USA	December 17, 1974

SCHEDULE I

LICENSES

NONE

SCHEDULE II

SPECIAL POWER OF ATTORNEY

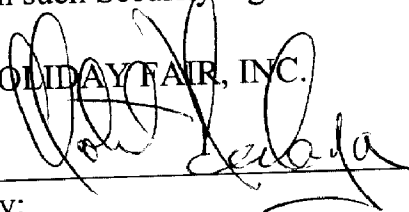
STATE OF NEW YORK)
 :
 ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that Holiday Fair, Inc. ("Borrower"), a New York corporation having an address at One East 33rd Street, New York, New York, pursuant to a Trademark Collateral Security Agreement, dated the date hereof (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes GMAC Commercial Credit LLC, 1290 Avenue of the Americas, New York, New York 10104 (hereafter called the "GMAC"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

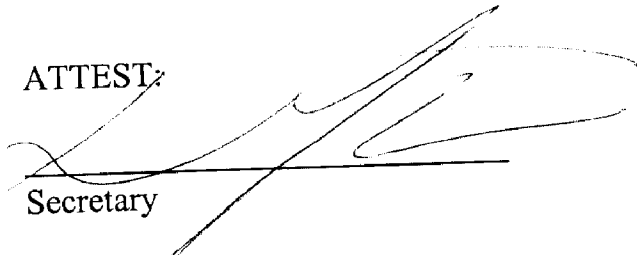
1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and including those trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as GMAC may in its sole discretion determine.

This power of attorney is made pursuant to the Trademark Collateral Security Agreement, dated as of December 29, 1999 among Borrower and GMAC and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

HOLIDAY FAIR, INC.


By:
Its:

ATTEST:


Secretary

APPLICATIONS

<u>Serial No.</u>	<u>Trademark</u>	<u>Filing date</u>
75/503,841	DELLA PRIMA NEW YORK	June 17, 1998

REGISTRATIONS

<u>Registration No.</u>	<u>Trademark</u>	<u>Registration Date</u>
1,835,410	COLLECTION 1991	May 10, 1994
1,772,364	UH-OH!	May 18, 1993
1,765,884	LA-BELLE	April 20, 1993
1,790,401	COLORMATES	August 31, 1993
1,835,449	WORLD SPORT	May 10, 1994
1,669,451	JETBAG	December 24, 1991
1,621,771	LITTLE MISCHIEF	November 6, 1990
1,273,518	MISCHIEF MAKERS	April 10, 1984
1,253,763	LEATHER EXPRESS	October 11, 1983
1,244,472	JETBAG	July 5, 1983
1,086,405	HOLIDAY FAIR	February 28, 1978
999,659	TRAVEL-TIME	December 17, 1974