

RECORDATION FORM COVER SHEET

Docket No.:

05-24-2000

ILY

015390/0029



101366898

Tab settings → → → ▼ *5.16*

To the Honorable Commissioner of I

he attached original documents or copy thereof.

address of receiving party(ies):

1. Name of conveying party(ies):

LARRY LEVINE, INC.
500 SEVENTH AVENUE
NEW YORK, NEW YORK 10018

Name: The CIT Group/Commercial Services, Inc.

Internal Address: _____

Street Address: 1211 AVENUE OF THE AMERICAS

City: NEW YORK State: NY ZIP: 10036

- Individual(s)
- General Partnership
- Corporation-State DELAWARE
- Other _____

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State NEW YORK
- Other _____

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

Execution Date: MAY 17, 2000

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

A. Trademark Application No.(s)

NONE

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

Additional numbers Yes No

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

Name: PAULA A. JUERGENSEN

Internal Address: SCHULTE ROTH & ZABEL LLP

Street Address: 900 THIRD AVENUE

City: NEW YORK State: NY ZIP: 10022

6. Total number of applications and registrations involved:..... **3**

7. Total fee (37 CFR 3.41):.....\$ \$90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

05/25/2000 ASCOTT 00000043 500675 1792039

D1 FC:481 40.00 CH
D2 FC:100 50.00 SU

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.

PAULA A. JUERGENSEN
Name of Person Signing

MAY 17, 2000
Date

Total number of pages including cover sheet, attachments, and

5

SCHEDULE 1A
TRADEMARKS
AND
TRADEMARK LICENSES

U.S. REGISTRATIONS IN THE NAME OF LARRY LEVINE, INC.

<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>
LARRY LEVINE (SM) Registrant: Larry Levine, Inc. Goods: Retail clothing store services in Class 42 Aff. of Use Due Between: 9-7-98/99	1,792,039	9-7-93 filed
L. LARRY LEVINE and design Applicant: Larry Levine, Inc. Goods: Outerwear, namely, coats, jackets, skirts, tops, culottes, shorts and suits made in Class 25	2,256,523	6-29-99
LARRY LEVINE	1744606	1-5-93

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Larry Levine, Inc. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated May 18, 2000 (the "Security Agreement") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC., as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of May 18, 2000.

Larry Levine, Inc.

By: *Paul G. Friedman*

Name: Paul Friedman

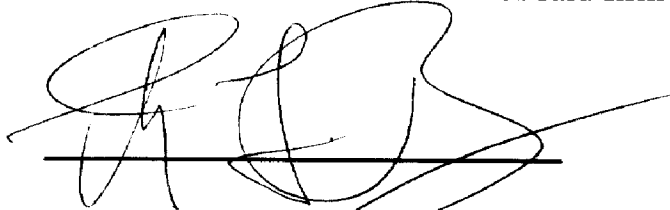
Title: Vice President

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 17th day of May, 2000, before me personally came Paul Fwedman, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of Larry Levine, Inc., a Delaware corporation, and that he executed the foregoing instrument in the firm name of _____, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



FREDERIC L. RAGUCCI
Notary Public, State of New York
No. 02RA5015383
Qualified in Westchester County
Commission Expires July 19, 2001

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