FORM PTO-1594 (Modified)
(Rev. 6-93)
OMB No. 0651-0011 (exp.4/94)
Copyright 1994-97 LegalStar
TM05/REV03

MW 5-18-00

05-24-2000

101366949

Docket No.: 015390/0029

Tab settings

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

1. Name of conveying party(ies):

S. ROTHSCHILD & CO., INC.
500 SEVENTH AVENUE
NEW YORK, NEW YORK 10018

- ☐ Individual(s)
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State DELAWARE
- ☐ Other

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

2. Name and address of receiving party(ies):

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) citizenship
- ☐ Association
- ☐ General Partnership
- ☐ Limited Partnership
- ☒ Corporation-State NEW YORK
- ☐ Other

MAY 18 2000

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

3. Nature of conveyance:

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

Execution Date: MAY 17, 2000

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

A. Trademark Application No.(s)

SEE ATTACHED SCHEDULE

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: PAUL 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:..... 26

7. Total fee (37 CFR 3.41):.....$ $665.00

- ☐ 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 00000044 500675 647877
01 FC:481 40.00 CH
02 FC:482 625.00 CH

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.

PAUL A. JUERGENSEN — Name of Person Signing

Signature

MAY 17, 2000 — Date

Total number of pages including cover sheet, attachments, and 10

TRADEMARK
REEL: 002078 FRAME: 0432

SCHEDULE 1A

TRADEMARKS
AND
TRADEMARK LICENSES

U.S. REGISTRATIONS IN THE NAME OF S. ROTHSCHILD & CO., INC. (DE)

MARK	REG. NO.	ISSUE DATE
THE AMERICAN MALE Goods: Outerwear blouse jackets and sport coats in Class 25 Renewal due: 7-2-2007	647,877	7-2-57
BRAKEN'S SPORTS (stylized) Goods: Men's and young men's sportcoats, pants, outer jackets, outer shirts and vests in Class 25 Renewal due: 5-12-2001	1,154,017	5-12-81
CHIEF APPAREL and design Goods: Men's outerwear in Class 25 Renewal due: 6-6-2002	935,405	6-6-72
GASLIGHT	0694599	3-15-60
GASLIGHT	0740066	10-30-62
INDIAN HEAD DESIGN Registrant: Fieldston Clothes, Inc. Goods: Outerwear, namely coats and jackets in Class 25 Renewal due: 4-4-2009	1,533,234	4-4-89
IZZI Registrant: Chief Apparel Inc. Goods: Jackets and coats in Class 25 Renewal due: 7-27-2002	1,202,844	7-27-82
STORM STOPPER	1,508,283	10-11-1988
BEALE & THURLOE LTD. Goods: Men's outerwear, namely, outer coats and jackets in Class 25 Renewal due: 8-6-2001	1,653,121	8-6-91
BRIGANTINE Goods: Outerwear, namely coats and jackets in Class 25 Renewal due: 2-23-2008	1,477,822	2-23-88

CONCEPT 1,522,721 1-31-89
Goods: Women's clothing, namely coats and jackets in Class 25
Renewal due: 1-31-2009

CONCEPT II 1,559,936 10-10-89
Goods: Women's clothing, namely coats and jackets in Class 25
Renewal due: 10-10-2009

GALLEON 1,473,312 1-19-88
Goods: Outerwear, namely coats and jackets in Class 25
Renewal due: 1-19-2008

KIDZ CONCEPT 1,805,359 11-16-93

IZZI'S GANG 1,621,317 11-6-90
Goods: Children's outerwear, namely, coats, jackets and snow suits in Class 25
Renewal due: 11-6-2000

IZZI'S KIDS 1,615,804 10-2-90
Goods: Children's outerwear, namely, coats, jackets and snow suits in Class 25
Renewal due: 10-2-2000

JUNIOR CONCEPT 1,408,632 9-9-86
Goods: Clothing, namely, coats and jackets in Class 25
Renewal due: 9-9-2006

LAKE FOREST 1,435,764 4-7-87
Goods: Men's and boy's storm coats, raincoats, and wind resistant jackets in Class 25
Renewal due: 4-7-2007

NO STRINGS ATTACHED 1,960,514 3-5-96
Goods: Outerwear, namely; coats and jackets i Class 25
Aff. of Use Due Between: 3-5-2001/2002

*ROTHSCHILD SPORT 74/730,595 9-18-95
Goods: Outercoats, jackets, snowsuits, gloves, mittens and hats in Class 25

S. ROTHSCHILD 2,213,571 12-29-98
Goods: Outer jackets, coats, hats, scarves, caps, gloves, mittens, snowsuits and dresses in Class 25
Aff. of Use Due Between: 12-29-2003/2004

SOUTH CREEK 1,447,625 7-14-87
Goods: Men's and boy's storm coats, raincoats, wind resistant jackets, shorts, slacks and safari shirts in Class 25

TRADEMARK
REEL: 002078 FRAME: 0434

Renewal due: 7-14-2007

STORM STOPPER Goods: Outer coats in Class 25 Renewal due: 10-11-2008	1,508,283	10-11-88
SWINGING IN THE RAIN Goods: Jackets, coats, rainwear in Class 25 Aff. of Use Due Between: 2-8-99/2000	1,820,672	2-8-94
TASTEC Goods: Fabrics to be manufactured into outer coats in Class 24 Renewal due: 1-15-2001	1,631,665	1-15-91
ROTHSCHILD	2204646	11-24-98

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, S. Rothschild & Co., Inc., a Delaware corporation (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.

S. Rothschild & Co., Inc.

By: Paul G. Friedman

Name: Paul Friedman

Title: Vice President

SRZNY\730123v1

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 17th day of May, 2000, before me personally came Paul Friedman, 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 J. Rothschild & Co., 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

SRZNY\730123v1

NEW YORK STATE REGISTRATIONS
IN THE NAME OF S. ROTHSCHILD & CO., INC. (DE)

MARK	REG. NO.	ISSUE DATE
BEALE & THURLOE Goods: Men's outerwear in Class 25	R-26188	6-19-90
CHIEF BY ROTHSCHILD Goods: Outerwear, namely coats and jackets in Class 25	R-27132	12-10-92
CONCEPT Goods: Clothing, namely women's outerwear in Class 25	p-29062	11-27-98
OUI Goods: Men's outer coats in Class 25	R-26156	5-22-90
S. ROTHSCHILD Goods: Outerwear, jackets, coats, hats, scarves, caps and gloves in Class 25	R-28040	7-7-95
TASTEC Goods: Fabrics to be manufactured into outer garments in Class 24	R-26020	2-26-90
BELOW ZERO	R-26752	11-29-91

TRADEMARK
REEL: 002078 FRAME: 0438

SCHEDULE 1A

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