

06-15-2000

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OPR/FINANCE

RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY

05/22/00

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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

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)

City

State/Country

Zip Code

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.)

06/14/2000 DNGUYEN 00000115 75458137

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 OP  
900.00 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

TRADEMARK  
REEL: 002087 FRAME: 0462

**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)**

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<input type="text" value="75021923"/>	<input type="text"/>	<input type="text"/>
<input type="text" value="75832940"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1484362"/>	<input type="text" value="1480879"/>	<input type="text" value="1287879"/>
<input type="text" value="1476032"/>	<input type="text" value="1480880"/>	<input type="text" value="825810"/>
<input type="text" value="1476031"/>	<input type="text" value="504101"/>	<input type="text" value="1752671"/>

**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

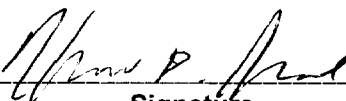
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**Statement and Signature**

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.

HAROLD D. ISRAEL

Name of Person Signing



Signature

5/16/00

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

U.S. Department of Commerce  
Patent and Trademark Office  
**TRADEMARK**

**Conveying Party**

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date

Month Day Year

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# INTELLECTUAL PROPERTY SECURITY AGREEMENT

**THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT** is entered into as of May 16, 2000 (as from time to time amended, modified, restated, supplemented and in effect, this "**Intellectual Property Security Agreement**"), by and among **WORMSER COMPANY** ("**Wormser**") an Illinois corporation, **W.S.W. CO. OF SHARON, INC.** ("**WSW**"), a Tennessee corporation, **REBEL SCREENERS, INC.** ("**Rebel**"), a Tennessee corporation, **W.W. INTERNATIONAL, S.A.** ("**WWI**"), a company incorporated in the Dominican Republic, **J.W. INTERNATIONAL, S.A.** ("**JWI**"), a company incorporated in the Dominican Republic, and **C.W. INTERNATIONAL, S.A.** ("**CWI**"), a company incorporated in the Dominican Republic (herein collectively, together with their successors and assigns, called the "**Companies**"), and each is sometimes individually referred to herein as a "**Company**"), and **LASALLE BANK NATIONAL ASSOCIATION**, a national banking association (herein, together with its successors and assigns, called the "**Bank**").

**WHEREAS**, pursuant to and upon the terms and conditions set forth in the Credit Agreement among the Companies and the Bank dated as of the date hereof (as from time to time further amended, modified, restated, supplemented and in effect, the "**Credit Agreement**"), the Bank has agreed to make a revolving credit facility available to the Companies;

**WHEREAS**, in connection with the Credit Agreement, the Companies have executed and delivered a Security Agreement dated as of the date hereof (as from time to time further amended, modified, restated, supplemented and in effect, the "**Security Agreement**") (all terms used in this Intellectual Property Security Agreement, unless otherwise defined herein, have the meanings provided (or incorporated by reference) in the Security Agreement);

**WHEREAS**, pursuant to Section 3.1(h) of the Security Agreement, the Companies are required to execute and deliver this Intellectual Property Security Agreement in favor of the Bank to secure the Obligations; and

**WHEREAS**, it is a condition precedent to the making of the Loans by the Bank that the Companies execute and deliver this Intellectual Property Security Agreement.

**NOW, THEREFORE**, for and in consideration of the covenants and provisions set forth herein, and for other valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

## **ARTICLE I**

### **SECURITY INTEREST**

**SECTION 1.1 Grant of Security Interest.** (a) As security for the Obligations, each of the Companies hereby sells, conveys, assigns, pledges and grants a continuing and unconditional security interest to the Bank, its successors and assigns, in and to all of the following property, whether now owned or hereafter acquired or existing of such Company (the "**Trademark Collateral**"):



- (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (ii) being collectively called a "**Trademark**"), now existing in the United States or hereafter adopted or acquired in the United States, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Schedule 1 attached hereto;
- (ii) all Trademark licenses and other agreements providing such Company with the right to use any items of the type described in clause (i), including each Trademark license referred to in Item A of Schedule 1 attached hereto;
- (iii) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (i) and (ii);
- (iv) the right to sue third parties for past, present and future infringements of any Trademark Collateral described in clause (i) and, to the extent applicable, clause (ii); and
- (v) all proceeds of, and rights associated with, the foregoing, including any claim by such Company against third parties for past, present or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A of Schedule 1 attached hereto, or for any injury to the goodwill associated with the use of any such Trademark or for breach or enforcement of any Trademark license.

(b) As security for the Obligations, each of the Companies hereby sells, conveys, assigns, pledges and grants a continuing and unconditional security interest to the Bank, its successors and assigns, in and to all of the following property, whether now owned or hereafter acquired or existing of such Company (the "**Patent Collateral**"):

- (i) all letters patent, design patents and utility patents and applications for, and registrations and recordings of, any such patents throughout the world, including all patent applications in preparation for filing anywhere in the world and including each patent and patent application referred to in Item B of Attachment 1 attached hereto;
- (ii) all reissues, divisions, continuations, continuations-in-part, extensions, renewals and re-examinations of any of the foregoing items described in clause (i);

- (iii) all patent licenses, including each patent license referred to in Item B of Schedule 1 attached hereto;
  - (iv) all proceeds of, and rights associated with, the foregoing (including license royalties and proceeds of infringement suits), the right to sue third parties for past, present or future infringements of any patent or patent application, including any patent and patent application referred to in Item B of Schedule 1 attached hereto, and for breach or enforcement of any patent license referred to in Item B of Schedule 1 attached hereto, and all rights corresponding thereto throughout the world.
- (c) As security for the Obligations, each of the Companies hereby sells, conveys, assigns, pledges and grants a continuing and unconditional security interest to the Bank, its successors and assigns, in and to all of the following property, whether now owned or hereafter acquired or existing of such Company (the "**Copyright Collateral**"):
- (i) all copyrights of the such Company, whether statutory or common law, registered or unregistered, now or hereafter in force throughout the world, including, without limitation, all of such Company's right, title and interest in and to all copyrights registered in the United States Copyright Office or anywhere else in the world, and all applications for registration (including pending applications), registrations and recordings thereof, and all copyrights resulting from such applications, registrations or records, including those referred to in the Item C of Schedule 1 attached hereto;
  - (ii) all reissues, divisions, continuations, continuations-in-part and extensions and renewals of any thereof, including those referred to in Item C of Schedule 1 attached hereto;
  - (iii) all copyright licenses, contracts and other agreements naming such Company as licensee or licensor and providing such Company with the right to use or sell any of the items of the type referred to in clauses (i) and (ii), including those referred to in Item C of Schedule 1 attached hereto;
  - (iv) the right to sue for past, present and future infringements of any of the Copyright Collateral referred to in clauses (i) and (ii) and, to the extent applicable, clause (iii); and
  - (v) all proceeds of the foregoing, including, without limitation, licenses, royalties, income, payments, claims, damages and proceeds of suit and all rights corresponding thereto throughout the world.

The property set forth in clauses (a), (b) and (c) of this **Section 1.1**, together with property of a similar nature which such Company hereafter owns or in which such Company hereafter acquires any interest, is referred to herein as the "**Intellectual Property Collateral**;" provided, however, that the following shall be excluded from the

property in which a security interest is granted: that the following shall be excluded from the property in which a security interest is granted: (a) any licensed right to any computer hardware and software if the terms of any such license (x) prohibit the grant of a security interest therein or (y) provide for a penalty or termination of such license if a security interest therein is granted; (b) any licensed rights to Intellectual Property Rights if the terms of such license (x) prohibit the grant of a security interest therein or (y) provide for a penalty or termination of such license if a security interest therein is granted; and (c) any goods bearing Intellectual Property Rights which has been licensed to a Company by Walt Disney or Warner Bros.; and (d) any general intangibles, including, without limitation, contract rights, to the extent the assignment thereof is not permitted. Collateral which is located outside of the United States and is owned by any Company shall be referred to as the "**Foreign Collateral**").

## ARTICLE II

### REPRESENTATIONS AND WARRANTIES

**SECTION 2.1 Representations and Warranties.** Each Company represents, warrants and agrees that:

- (a) its Intellectual Property Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part in a manner which would have a Material Adverse Effect;
- (b) such Company has the full right, power and authority to enter into this Intellectual Property Security Agreement and to grant all of the right, title and interest herein granted;
- (c) its execution, delivery and performance by such Company of this Intellectual Property Security Agreement does not and will not contravene any contractual restriction binding on or affecting such Company or any of its properties;
- (d) this Intellectual Property Security Agreement has been duly executed and delivered by such Company and is a legal, valid and binding obligation of such Company enforceable against such Company in accordance with its terms;
- (e) such Company has not previously assigned, transferred, conveyed or otherwise encumbered such right, title and interest in the Intellectual Property Collateral; provided, however, that any of the Companies may enter into licensing agreements pursuant to the Agent Agreement with Selective Licensing and Promotion, Ltd. with respect to its Intellectual Property Collateral;
- (f) there are no claims, judgments or settlements to be paid by such Company or pending claims or litigation relating to the Intellectual Property Collateral, except as set forth in **Schedule 2** hereto;

- (g) no effective security agreement, financing statement, equivalent security or lien instrument or continuation statement covering all or any part of its Intellectual Property Collateral is on file or of record in any public office, except such as may have been filed by such Company pursuant to this Intellectual Property Security Agreement or such as relate to other Permitted Liens; and
- (h) this Intellectual Property Security Agreement is effective to create a valid and continuing first priority lien on and first priority security interest in the Intellectual Property Collateral in favor of the Bank. All action necessary or desirable to protect and create such security interest in each item of its Intellectual Property Collateral has been duly taken.

**SECTION 2.2 Survival.** All representations, warranties and agreements of each of the Companies contained in this Intellectual Property Security Agreement shall survive the execution, delivery and performance of this Intellectual Property Security Agreement until the termination of this Intellectual Property Security Agreement pursuant to **Section 5.5** hereof.

### **ARTICLE III**

#### **SECURITY AGREEMENT**

**SECTION 3.1 Security Agreement.** This Intellectual Property Security Agreement has been executed and delivered by each of the Companies for the purpose of registering the security interest of the Bank in the Intellectual Property Collateral with the United States Patent and Trademark Office, United States Copyright Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Bank under the Security Agreement. The Security Agreement (and all rights and remedies of the Bank thereunder) shall remain in full force and effect in accordance with its terms.

### **ARTICLE IV**

#### **RELEASE**

**SECTION 4.1 Release of Security Interest.** Upon (i) the sale, transfer or other disposition of Intellectual Property Collateral in accordance with the terms of the Credit Agreement or (ii) the satisfaction in full of the Obligations after the Revolving Credit Commitment has been terminated and all Letters of Credit have been canceled or cash collateralized, (A) the security interests created hereby shall terminate with respect to (x) such Intellectual Property Collateral (in the case of clause (i) but not in the proceeds thereof) or (y) all of the Intellectual Property Collateral (in the case of clause (ii)), and all rights to such Intellectual Property Collateral shall revert to the Company owning such Intellectual Property Collateral, and (B) the Bank will, upon a Company's expense promptly, (x) return to such Company such of the Intellectual Property Collateral as shall not have been sold or otherwise disposed of or applied pursuant to the terms hereof, and (y) execute and deliver to such Company such documents as such

Company shall reasonably request to evidence such termination, all without any representation, warranty or recourse whatsoever.

## ARTICLE V

### ACKNOWLEDGEMENT

**SECTION 5.1 Acknowledgement.** Each of the Companies does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Intellectual Property Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

## ARTICLE VI

### MISCELLANEOUS

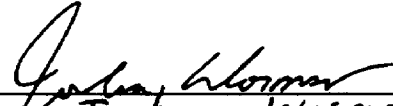
**SECTION 6.1 Amendments.** Neither this Intellectual Property Security Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into by each of the Companies and the Bank.

**SECTION 6.2 Severability.** In the event any one or more of the provisions contained in this Intellectual Property Security Agreement should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein or therein shall not in any way be affected or impaired thereby provided, however, that any disclosure by any Company of any matter for inclusion in any of the Schedules that are a part of this Security Agreement shall be deemed to amend such Schedule to incorporate such disclosure.

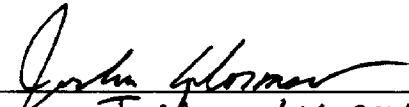
**SECTION 6.3 Counterparts.** This Intellectual Property Security Agreement may be executed in counterparts, each of which shall constitute an original, but all of which when taken together shall constitute but one contract, and shall become effective when copies hereof which, when taken together, bear the signatures of each of the parties hereto shall be delivered to the Bank.

**IN WITNESS WHEREOF**, the Bank and the Companies have executed this Intellectual Property Security Agreement as of the date first above written.

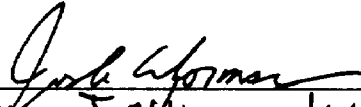
WORMSER COMPANY

By:   
Name: Joshua Wormser  
Title: Executive Vice President


W.S.W. CO. OF SHARON, INC.

By:   
Name: Joshua Wormser  
Title: Executive Vice President


REBEL SCREENERS, INC.

By:   
Name: Joshua Wormser  
Title: Executive Vice President


W.W. INTERNATIONAL, S.A.

By:   
Name: Edward Wormser  
Title: President

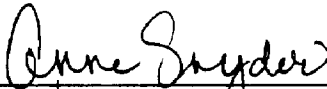
J.W. INTERNATIONAL, S.A.

By:   
Name: Edward Wormser  
Title: President

C.W. INTERNATIONAL, S.A.

By:   
Name: Edward Woosser  
Title: President

LASALLE BANK NATIONAL  
ASSOCIATION

By:   
Its: VICE PRESIDENT

**SCHEDULE 1****INTELLECTUAL PROPERTY SECURITY AGREEMENT****A. TRADEMARKS****TRADEMARKS**

<b>MARK NAME</b>	<b>COUNTRY</b>	<b>SERIAL/REG. NO.</b>	<b>FILING/REG. DATE</b>
DA-BIG KIDZ	U.S.	1,484,362	04/12/88
DA-BOYZ	U.S.	1,476,032	02/09/88
DA-GIRLZ	U.S.	1,476,031	02/09/88
DA-GUYZ	U.S.	1,480,879	03/15/88
DA-KIDZ	U.S.	1,480,880	03/15/88
DENTON	U.S.	R.N. 504,101	11/23/48
DR. DENTON	U.S.	R.N. 1,287,879	7/31/84
DENTON	U.S.	R.N. 825,810	3/14/67
DR. DENTON & DESIGN	U.S.	R.N. 1,752,671	2/16/93
THE ORIGINAL DR. DENTON	U.S.	R.N. 1,755,470	3/2/93
DR. DENTON	U.S.	1,900,787	6/20/95
DR. DENTON	U.S.	1,927,521	10/17/95
DRAGON MASTER	U.S.	1,356,907	08/27/85
GLO-JAMA	U.S.	1,360,744	09/17/85
GLO-TOES	U.S.	1,438,106	04/28/87
HEY SISTER	U.S.	1,502,327	08/30/88
LITTLE EDDIES	U.S.	1,936,047	03/04/94
LONG EDDIES	U.S.	1,773,695	05/25/93
MAGIC FOOT	U.S.	1,356,906	08/27/85
OH BROTHER	U.S.	1,502,328	08/30/88
ONLY IN YOUR DREAMS	U.S.	1,898,174	08/11/93
PAJAMA JAMMIE JAM	U.S.	1,786,195	08/03/93
SHORT EDDIE'S	U.S.	1,874,728	06/04/93
SLEEPY EDDIES	U.S.	1,994,157	12/16/94
SLEEPY DUDS	U.S.	2,027,799	04/20/95
SPOOFS	U.S.	2,019,443	12/02/91
STORYTIME	U.S.	1,530,997	03/21/89
TWINKLE TOES	U.S.	1,395,811	06/03/86
WALLY WORM	U.S.	1,356,908	08/27/85
WORMSER	U.S.	778,543	04/20/65
WORMSER	U.S.	1,428,517	02/10/87



ZONEWEAR	U.S.	1,973,922	08/06/93
UNDERDUDS	U.S.	2,016,190	10/03/94
DR. DENTON	ARGENTINA	R.N. 1,345,613	5/8/89
DR. DENTON	ARGENTINA	R.N. 1,345,614	5/8/89
DR. DENTON	BRAZIL	R.N. 812579755	5/19/92
DR. DENTON	BRAZIL	R.N. 814891144	2/13/91
LONG EDDIES	CANADA	749,911	03/21/94
DENTON	FRANCE	1,501,241	
DENTON	FRANCE	1,515,427	2/21/89
DENTON	GERMANY	1,169,713	2/2/89
DENTON	GERMANY	R.N. 1,140,024	8/24/88
LONG EDDIES	GERMANY	W 45 779/25 WZ	03/26/94
DR. DENTON	ITALY	R.N. 545,843	5/22/91
DR. DENTON	ITALY	R.N. 554,312	11/23/91
DR. DENTON	ITALY	R.N. 554,314	11/23/91
DR. DENTON	ITALY	R.N. 554,313	11/21/91
DR. DENTON	JAPAN	R.N. 2,212,079	2/23/90
DR. DENTON	JAPAN	R.N. 2,213,084	
DR. DENTON	JAPAN	S.N. 211399/92	9/25/92
DR. DENTON	JAPAN	R.N. 2,363,538	12/25/91
DR. DENTON	JAPAN	R.N. 2,344,900	10/30/91
LONG EDDIES	JAPAN	30590/94	03/28/94
DR. DENTON	MEXICO	R.N. 350137	
LONG EDDIES	MEXICO	207,659	08/05/94
LONG EDDIES	UNITED KINGDOM	1,566,351	03/21/94

TRADemark LICENSES

No Trademark licenses are included in the Collateral.

PENDING TRADEMARK APPLICATIONS

<u>MARK NAME</u>	<u>COUNTRY</u>	<u>SERIAL/REG. NO.</u>	<u>FILING/REG. DATE</u>
SLEEPY EDDIES 2000	U.S.	75/458137	03/30/98
LOOK MA, NO PLASTIC!	U.S.	75/021923	11/20/95
SURESAFE	U.S.	75/832940	10/27/99
SAFETY FIRST	U.S.	75/833226	10/27/99

TRADEMARK APPLICATIONS IN PREPARATION

None

**B. PATENTS**

ISSUED PATENTS

<b>PATENT NAME</b>	<b>COUNTRY</b>	<b>PATENT NUMBER</b>	<b>FILING/REG. DATE</b>
CONVERTIBLE GARMET LEG CONSTRUCTION	U.S.	5,067,179	11/26/91
UPPER BODY GARMENT	CANADA	2,057,587	12/13/91

PATENT LICENSES

None

PENDING PATENT APPLICATIONS

None

PATENT APPLICATIONS IN PREPARATION

None

**C. COPYRIGHTS**

COPYRIGHTS

No registered copyrights

COPYRIGHT LICENSES

No copyright licenses are included in the Collateral

PENDING COPYRIGHT APPLICATIONS

None

COPYRIGHT APPLICATIONS IN PREPARATION

None

**SCHEDULE 2**

**CLAIMS, JUDGMENTS AND LITIGATION**

None