

08-08-2000



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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

04-28-2000

U.S. Patent & TMO/TM Mail Rpt Dt. #67

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy...

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

Merger

Change of Name

Other

Effective Date
Month Day Year

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 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

05/12/2000 DCOATES 00000209 1263011

01 FC:481 40.00 OP

02 FC:482 200.00 OP

FOR OFFICE USE ONLY

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: 002116 FRAME: 0811

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)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,263,011"/>	<input type="text" value="1,325,974"/>	<input type="text" value="1,498,122"/>
<input type="text" value="1,508,301"/>	<input type="text" value="1,508,302"/>	<input type="text" value="1,567,298"/>
<input type="text" value="1,697,535"/>	<input type="text" value="1,951,549"/>	<input type="text" value="2,110,986"/>

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

No

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.

Janice M. Duffy

April 24, 2000

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF LOAN OBLIGATIONS
AND LOAN DOCUMENTS

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency of which is acknowledged, Fleet Retail Finance, Inc. (successor to BankBoston Retail Finance, Inc.), a Delaware corporation with a usual place of business at 40 Broad Street, Boston, Massachusetts, 02109 (herein, the "**Assignor**"), hereby assigns to Paragon Capital LLC, a Delaware limited liability company, with a usual place of business at Hillside Office Building, 75 Second Avenue, Suite 400, Needham, Massachusetts 02494 (herein, the "**Assignee**"), in accordance with the terms hereof, all obligations of Borrower to Assignor and all right, title, and interest of the Assignor in and to a certain Loan and Security Agreement dated as of July 8, 1999, as amended, (the "**Loan Agreement**"), together with, except as provided below, all related notes, security agreements, instruments, financing statements and other documents ("**Loan Documents**") which relate to a loan arrangement established between the Assignor and Joan and David Helpem incorporated, a Massachusetts corporation with a principal place of business located at 1935 Revere Beach Parkway, Everett, Massachusetts, 02149 (hereinafter "**Borrower**") described more fully on Exhibit A attached hereto and made a part hereof. The foregoing assignment does not include, and Assignor shall retain its interest in, the Limited Guaranty of Collection by David Helpem and Joan M. Helpem, dated July 8, 1999, and the Agreement Regarding Guaranty dated July 8, 1999 among Assignor, David Helpem and Joan M. Helpem, and any collateral Assignor holds therefor on the date hereof (and any agreements relating to such collateral) on the terms provided in the letter agreement of even date herewith, among the Assignor, David Helpem, Joan M. Helpem and others. In addition, upon the effectiveness of this assignment, the Limited Recourse Guaranty of Collection, dated July 8, 1999, from Joan Helpem Designs, Inc. is amended to provide that the amount guaranteed thereby is limited to the amount of the obligations owing to the Assignor on the date hereof.

AS BETWEEN ASSIGNOR AND ASSIGNEE, THIS ASSIGNMENT IS MADE WITHOUT RECOURSE OR ANY REPRESENTATIONS OR WARRANTIES WHATSOEVER, EXCEPT AS SET FORTH EXPRESSLY HEREIN.

Assignor agrees to execute such other instruments reasonably required by Assignee, and at Assignee's expense, to effect the within Assignment including, without limitation, UCC-3 assignments, assignments of interests in trademarks and other assignments.

The Assignor hereby represents that subject to collection of all items credited to Assignee's account, the following amounts are due to Assignor from Borrower pursuant to the following documents:

<u>Document</u>	<u>Principal Balance as of March 10, 2000</u>	<u>Interest as of March 10, 2000</u>	<u>Fees as of March 10, 2000</u>
Loan and Security Agreement dated July 8, 1999	\$5,138,078.64, plus \$884,554.59 in letters of credit	\$17,417.09, plus a per diem of \$1,828.13.	\$303,405.03, plus a per diem of \$53.72

Assignee hereby represents that it has made its own investigation as to the acquisition of the Loan Documents and as to the financial condition of the Borrower with counsel of its independent selection and is not relying on any representations or warranties of Assignor, other than as set forth herein, in connection with said acquisition. Upon Assignor's and Assignee's execution hereof, Assignee shall be a party to Loan Documents (as amended by the Second Amendment thereto dated the date hereof) and have the rights and obligations of Assignor thereunder, and Assignor shall except as otherwise expressly provided herein, relinquish its rights and be released from its obligations under the Loan Documents, provided, however and notwithstanding any provisions of this Assignment to the contrary, the Assignor shall continue to be entitled to the benefit of each of those provisions of the Loan Documents, which in accordance with the provisions of such Loan

Documents, survive the termination of the Loan Documents and the payment of all amounts owing thereunder. By the Assignee's acceptance of this Assignment (such acceptance being indicated by the Assignee's payment to the Assignor of the consideration given to obtain this Assignment), the Assignee has signified its acceptance of the terms hereof.

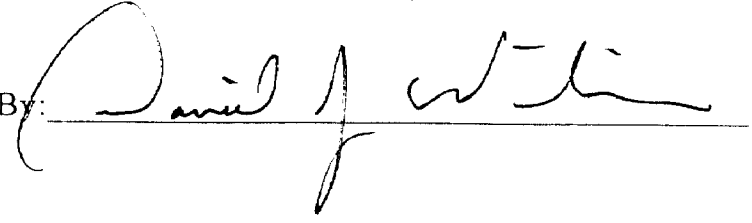
The Assignee shall indemnify, defend, and hold the Assignor and any employee, officer, attorney, or agent of the Assignor (each, an "**Indemnified Person**") harmless of and from any claim brought or threatened against any Indemnified Person by the Borrower or any other person (as well as from attorneys' fees and expenses in connection therewith) which claim arises after the effectiveness of this Assignment on account of the Assignee's relationship with the Borrower (each of which may be defended, compromised, settled, or pursued by the Indemnified Person with counsel of the Assignor's selection or, at the Assignee's election, by counsel of the Assignee's selection, in each case, at the expense of the Assignee). The Assignee acknowledges and agrees that its liability and obligations under this paragraph shall continue in full force and effect until specifically terminated in writing by a duly authorized officer of the Assignor.

This Assignment may be signed in any number of identical counterparts, each of which shall be an original, with the same effect as if the signatures thereto and hereto were upon the same instrument.

This Agreement shall be construed in accordance with and governed by the internal laws of The Commonwealth of Massachusetts (without regard to principles of conflict of laws).

Executed as an instrument under seal this 10th day of March, 2000.

FLEET RETAIL FINANCE, INC.

By: 

ACCEPTED AND AGREED TO:

PARAGON CAPITAL LLC

By: _____

The undersigned acknowledge notice of the assignment, confirm the balances due set forth in the above assignment and agree to be bound to Paragon Capital LLC to the same extent as if Paragon Capital LLC were named in all of the documents listed on Exhibit A, including without limitation, the Loan Agreement, as amended by the Second Amendment thereto dated the date hereof.

joan and david helpern incorporated

By: _____

Joan Helpern Designs, Inc.

By: _____

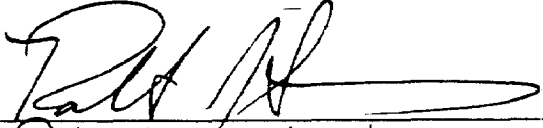
Executed as an instrument under seal this _____ day of March, 2000.

FLEET RETAIL FINANCE, INC.

By: _____

ACCEPTED AND AGREED TO:

PARAGON CAPITAL LLC

By: 
Robert J. Shusterman

The undersigned acknowledge notice of the assignment, confirm the balances due set forth in the above assignment and agree to be bound to Paragon Capital LLC to the same extent as if Paragon Capital LLC were named in all of the documents listed on Exhibit A, including without limitation, the Loan Agreement, as amended by the Second Amendment thereto dated the date hereof and, in the case of Joan Helpem Designs, Inc., the Limited Recourse Guaranty of Collection, as further limited by the terms of the foregoing assignment.

joan and david helpem incorporated

By: _____

Joan Helpem Designs, Inc.

By: _____

Executed as an instrument under seal this _____ day of March, 2000.

FLEET RETAIL FINANCE, INC.

By: _____

ACCEPTED AND AGREED TO:

PARAGON CAPITAL LLC

By: _____

The undersigned acknowledge notice of the assignment, confirm the balances due set forth in the above assignment and agree to be bound to Paragon Capital LLC to the same extent as if Paragon Capital LLC were named in all of the documents listed on Exhibit A, including without limitation, the Loan Agreement, as amended by the Second Amendment thereto dated the date hereof and, in the case of Joan Helpem Designs, Inc., the Limited Recourse Guaranty of Collection, as further limited by the terms of the foregoing assignment.

joan and david helpem incorporated

By: David M. Helpem
CHAIRMAN

Joan Helpem Designs, Inc.

By: _____

F:\user\JMD\Paragon\joan and david\assignment of Loans-2.xpd

Executed as an instrument under seal this _____ day of March, 2000.

FLEET RETAIL FINANCE, INC.

By: _____

ACCEPTED AND AGREED TO:

PARAGON CAPITAL LLC

By: _____

The undersigned acknowledges notice of the assignment, confirm the balances due set forth in the above assignment and agree to be bound to Paragon Capital LLC to the same extent as if Paragon Capital LLC were named in all of the documents listed on Exhibit A, including without limitation, the Loan Agreement, as amended by the Second Amendment thereto dated the date hereof and, in the case of Jean Helpen Design, Inc., the Limited Recourse Guaranty of Collection, as further limited by the terms of the foregoing assignment.

Jean and David Helpen Incorporated

By: _____

Jean Helpen Design, Inc.

By: Jean M. Helpen
Director

~~FILED IN PARAGON FILE AND NOT ASSIGNMENT OF LOAN~~

+

EXHIBIT A

BANKBOSTON RETAIL FINANCE INC.

joan and david helpern incorporated

July 8, 1999

LOAN DOCUMENTS

VOLUME I

1. Loan and Security Agreement
2. Revolving Credit Note - BankBoston Retail Finance Inc.
3. Officers Certificates
 - (a) Chairman of joan and david helpern incorporated addressed to BankBoston Retail Finance
 - (b) Chairman of Joan Helpern Designs, Inc.
 - (c) Chairman of joan and david helpern incorporated furnished to Goulston & Storrs, PC
 - (d) Financial Vice President of joan and david helpern incorporated
4. ~~Limited Guaranty of Collection by David Helpern and Joan M. Helpern~~ *Intentionally Excluded -*
5. Limited Recourse Guaranty of Collection for Joan Helpern Designs, Inc.
6. ~~Side letter Agreement Regarding Reduction of Limited Guaranty~~ *Intentionally Excluded*
7. ~~BDA Notifications~~
8. ~~Blocked Account Agreement~~
 - (a) ~~Bank Boston, N.A.~~
 - (b) ~~State Street Bank and Trust Company~~*Intentionally Excluded*
9. Credit Card Notification
10. Customs Broker Agreement

11. Air and Sea Consolidator Agreement
 - (a) Air and Sea Transport
 - (b) Franco Vago International
 - (c) Moda Logistical
12. Non-Exclusive License Regarding Trademarks between Joan Helpem Design and joan and david helpem incorporated

VOLUME II

13. Trademark Security Agreement
 - (a) joan and david helpem incorporated
 - (b) Joan Helpem Designs, Inc.
14. Tri-Party Agreement
15. Security Agreement
16. Assignment of Licensing Agreement
17. Financing Statements for joan and david helpem incorporated
 - (a) Arizona - Secretary of State
No. 1071108
June 7, 1999
 - (b) California - Secretary of State
No. 9916160413
June 7, 1999
 - (c) Colorado - Secretary of State
No. 1992032073
June 7, 1999
 - (d) Connecticut - Secretary of State
No. 1928314
June 4, 1999
 - (e) District of Columbia - Secretary of State
No. 9900009757
June 8, 1999
 - (f) Florida - Secretary of State
No. 990000144384
June 25, 1999

- (g) Georgia - Fulton County
No. 060199911160
June 9, 1999
- (h) Hawaii - Secretary of State
No. 99-093503
June 10, 1999
- (i) Illinois - Secretary of State
No. 4048458
June 9, 1999
- (j) Massachusetts - Secretary of State
No. 636985
June 4, 1999
- (k) Maine - Secretary of State
No. 1320687
June 9, 1999
- (l) Michigan - Secretary of State
No. 04019C
June 7, 1999
- (m) New Jersey - Secretary of State
No. 1910741
June 7, 1999
- (n) New Mexico - Secretary of State
No. 990607089
June 7, 1999
- (o) New York - Secretary of State
No. 112193
June 7, 1999
- (p) Pennsylvania - Secretary of State
No. 30350448
June 7, 1999
- (q) Pennsylvania - Montgomery County
No. 282537
June 7, 1999
- (r) Texas - Secretary of State
No. 99-112605
June 7, 1999
- (s) Vermont - Secretary of State
No. 99-111077

June 7, 1999

(t) Virginia - Secretary of State
No. 9906077806
June 7, 1999

(u) Virginia - Arlington County
No. 61185
June 7, 1999

(v) Virginia - Fairfax County
No. 99-006117
June 7, 1999

(w) Washington - Secretary of State
No. 99-158-0056
June 7, 1999

18. Financing Statements for Joan Helpem Designs Inc.

(a) Massachusetts - Secretary of State
No. 645986
July 12, 1999

(b) Massachusetts - Everett
No. 99-160
July 12, 1999

19. Landlord's Waivers

(a) Related Party

(b) Un-Related Party

20. Opinion of Borrower's Counsel

~~21. Pay Out Letter~~ *Intentionally excluded*

~~22. Assignment Agreement~~ *Intentionally excluded*

~~23. Termination Statements for Joan and David Helpem Incorporated~~

(a) Arizona - Secretary of State
(i) No. 831612
July 21, 1999

(ii) No. 831613
July 21, 1999

(b) California - Secretary of State
(i) No. 99207C0822

Intentionally excluded (with circled X)

October 29, 1999/...

(with circled X) Remainder of Item 23, Items 24, 25 and 26 are intentionally excluded.

27. Secretary's Certificates

(a) Corporate Resolution for Establishing Loan Arrangement for joan and david helpem incorporated

(b) Joan Helpem Designs

28. Intercreditor Agreement

29. - UK Security Agreements (See Schedule I attached hereto). -

Schedule I

BANKBOSTON RETAIL FINANCE
UK SECURITY OVER JOAN AND DAVID (UK) LIMITED
DATED 9 JULY 1999
SECURING U.S. LOAN AND SECURITY AGREEMENT

1. Guarantee and Debenture dated 9 July 1999 between BankBoston Retail Finance Inc. and Joan and David (UK) Limited.
2. Form 395 for registration of Guarantee and Debenture.
3. Letter from Companies House dated 19 July 1999 regarding registration.
4. Notice to Royal Bank of Scotland in respect of accounts.
5. Board Resolutions of Joan and David (UK) Limited dated 30 June 1999.
6. Certificate of good standing from Companies House of Joan and David (UK) Limited dated 18 June 1999.
7. Legal opinion from Neilen & Co, Joan and David (UK) Limited's English legal attorneys dated 9 July 1999.

ASSIGNMENT OF SECURITY AGREEMENTS


WHEREAS, Fleet Retail Finance Inc.(successor to BankBoston Retail Finance, Inc.), a Delaware Corporation with a principal place of 40 Broad Street, Boston, MA 02109 (hereinafter the "**Assignor**"), has assigned, on the terms set forth in the Assignment of Loan Obligations and Loan Documents of even date herewith, to Paragon Capital LLC, a Delaware limited liability company with a principal place of business at Hillside Office Building, 75 Second Avenue, Suite 400, Needham, MA 02494 (hereinafter the "**Assignee**") all of its right, title and interest as lender under a certain revolving credit facility dated as of July 8, 1999 (the "**Credit Facility**") extended to Joan and David Helpen incorporated, a Massachusetts corporation ("**Joan and David**") and guaranteed, in part, by Joan Helpen Designs, Inc. ("**JHDI**") a Delaware corporation, having a usual place of business at 1935 Revere Beach Parkway, Everett, MA, 02149, and which in connection with such Credit Facility Assignor acquired a security interest in and to all of Joan and David's and all of JHDI's trademarks (hereinafter "**Trademarks**") and a security interest in and to the license of the Trademarks to Joan and David pursuant to (i) the Trademark and Trademark Applications Security Agreements dated July 8, 1999; (ii) the Security Agreement dated July 8, 1999 and (iii) the Assignment of Licensing Agreement dated July 8, 1999 recorded with the United States Patent and Trademark Office on July 30, 1999 at Reels/Frames #'s 001937/0953, 001945/0101 and 001937/0946 respectively (the "**Security Agreements**"), and Assignor now wishes to assign its interest in the Trademarks and the Security Agreements.

For good and valuable consideration, including the payment of Ten (\$10.00) Dollars by Assignee to Assignor, the receipt and sufficiency of which is hereby acknowledged, Assignor hereby assigns to Assignee, without recourse, all of its right, title and interest in the Security Agreements and the Trademarks, subject to the terms of the Security Agreements.

Assignor agrees to execute, acknowledge and deliver all further instruments and documents and take all such further action, at Assignee's expense, which may be necessary or appropriate in order to carry out the intentions and purposes of this Assignment.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be executed by its duly authorized officers as of the 10th day of March, 2000.

FLEET RETAIL FINANCE, INC.

By: 
Its: Daniel J. Williams
AVP

CA\WINDOWS\TEMP\Assignm1.wpd

TRADEMARK
REEL: 002116 FRAME: 0826

TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT

BankBoston Retail Finance Inc.

July 8, 1999 (GS)

THIS AGREEMENT is made between

BankBoston Retail Finance Inc., a Delaware corporation with offices at 40 Broad Street,
Boston, Massachusetts 02109

and

Joan Helpem Designs, Inc. (hereinafter, the "**Licensor**"), a Delaware corporation with its
principal executive offices at 1935 Revere Road, Boston, MA 02148

in consideration of the mutual covenants contained herein and benefits to be derived herefrom, (GJC)

WITNESSETH:

1. **BACKGROUND:** The Lender and Joan and David Helpem Incorporated, a Massachusetts corporation, (the "**Borrower**") have entered in a certain Loan and Security Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit facility has been established in favor of the Borrower and under which the Borrower's Liabilities are to be secured by certain of the Borrower's assets, including, without limitation, all Marks owned by the Licensor and licensed to Borrower. In connection with the execution and delivery of the Loan Agreement, the Licensor has granted to the Lender a non-exclusive license to use the Trademarks (as hereinafter defined) for certain specified purposes, which license is contained in and granted by and pursuant to Section 3 of that certain Tri-Party Agreement of even date (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter the "**Tri-Party Agreement**") amongst and between the Borrower, the Licensor, and the Lender. Terms used herein which are defined in the Tri-Party Agreement are used as so defined.

2. **GRANT OF SECURITY INTEREST:** To secure the obligations of the Licensor pursuant to the Tri-Party Agreement and that certain Limited Recourse Guaranty of the Licensor dated of even date herewith, the Licensor hereby creates a security interest in favor of the Lender, with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default and subject in all respects to Section 4 of the Tri-Party Agreement), in and to the following and all proceeds thereof (collectively, the "**TM Collateral**").

(a) All of the Licensor's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark

applications including, without limitation, those listed on EXHIBIT A annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.

(b) All renewals of any of the foregoing.

(c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

(d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.

(e) All of Licensor's rights corresponding to any of the foregoing throughout the world.

(f) Without limiting the generality of the foregoing, all right, title and interest of the Licensor, as licensor, pursuant to that certain Licensing Agreement dated December 11, 1990, as amended by First Amendment to License Agreement dated January 31, 1991 (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter the "**Licensing Agreement**").

All of the foregoing is subject to the limitations contained in the Tri-party Agreement.

3. **PROTECTION OF MARKS BY GUARANTOR:** The Licensor shall undertake the following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the "**Marks**"):

(a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

(b) At the Licensor's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

(c) At the Licensor's sole cost, expense, and risk, take any and all action which Licensor deems desirable to protect the Marks, including, without limitation, but subject to Licensor's discretion, the prosecution and defense of infringement actions.

4. **GUARANTOR'S REPRESENTATIONS AND WARRANTIES:** The Licensor represents and warrants that:

(a) EXHIBIT A includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Licensor.

(b) All TM Collateral is and shall remain free and clear of all liens, Encumbrances, or security interests to any person other than to the Lender.

(c) The Licensor shall give the Lender written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:

(i) The Licensor's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications or service mark applications. (Other than the Licensor's right to sell products containing the trademarks of other in the ordinary course of Licensor's business).

(ii) The Licensor's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Licensor's right to sell products containing the trademarks of others in the ordinary course of Licensor's business).

(ii) The Licensor's entering into any new trademark license agreement or service mark license agreement.

5. AGREEMENT APPLIES TO FUTURE MARKS:

(a) The provisions of this Security Agreement shall automatically apply to any such additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

(b) The Licensor hereby authorizes the Lender to take all such action to protect the Lender's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. GUARANTOR'S RIGHTS TO ENFORCE MARKS: Prior to the Lender's giving of notice to the Licensor following the occurrence of an Event of Default, the Licensor shall have the exclusive right to sue for past, present and future infringement of the marks including the right to seek injunctions and/or money damages, in an effort by Licensor to protect the Marks against encroachment by third parties, *provided, however*:

(a) The Licensor first provides the Lender with written notice of the Licensor's intention to so sue for enforcement of any Mark.

(b) Any money damages awarded or received by the Licensor on account of such suit (or the threat of such suit) shall constitute TM Collateral.

(c) Following the occurrence of any Event of Default, the Lender, by notice to the Licensor may terminate or limit the Licensor's rights under this Section 6.

(d) The foregoing shall not be deemed or otherwise construed to limit or modify the rights and remedies of the Lender (nor the obligations of the Licensor) pursuant to the Tri-Party Agreement, including, without limitation, with respect to the rights and remedies of the Lender on account of the assignment to Lender of the Borrower's right, title, and interest to and in the Licensing Agreement.

7. LENDER'S ACTIONS TO PROTECT MARKS: In the event of

(a) the Licensor's failure, within Five (5) days of written notice from the Lender, to cure any failure by the Licensor to perform any of the Licensor's obligations set forth in Section 3; and/or

(b) the occurrence of any Event of Default,

the Lender, acting in its own name or in that of the Licensor, may (but shall not be required to) act in the Licensor's place and stead and/or in the Lenders' own right in connection therewith.

8. RIGHTS UPON DEFAULT: Upon the occurrence of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Marks, all of the foregoing rights of the Lender, however, being subject to the limitations contained in the Tri-Party Agreement. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and that the Lender is authorized to exercise such rights and remedies as set forth above.

9. LENDER AS ATTORNEY IN FACT:

(a) The Licensor hereby irrevocably constitutes and designates the Lender as and for the Licensor's attorney in fact, effective following the occurrence of any Event of Default:

(i) To exercise any of the rights and powers referenced in Section 3 and 5(b).

(ii) To execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and, upon the occurrence of the events described in Section 4 of the Tri-Party Agreement, to cause the sale, license, assignment, transfer or other disposition of the Marks.

(b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

(c) The Lender shall not be obligated to do any of the acts or to exercise any of such powers authorized by Section 9(a) herein, but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Licensor for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. LENDER'S RIGHTS: Any use by the Lender of the Marks, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement, the Tri-Party Agreement, that certain Assignment of Licensing Agreement in favor of the Lender of even date, and under the Loan Agreement shall be coextensive with the Licensor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. INTENT: It is intended that this Agreement supplement the Loan Agreement and the Tri-Party Agreement. All provisions of the Loan Agreement and the Tri-party Agreement shall apply to the marks. The Lender shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement (or between this Agreement and the Tri-Party Agreement), the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral, but with respect to any conflict between this Agreement and the Section 4 of the Tri-Party Agreement, the Tri-Party Agreement shall control.

12. CHOICE OF LAWS: It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Licensor and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

JOAN HELPERN DESIGNS, INC.
(The "Licensor")

BANKBOSTON RETAIL FINANCE INC.
(The "Lender")

By *Joan M. Helpern*

By _____

Name Joan M. Helpern

Name _____

Title *Director* and President

Title _____

The 1st of July, 1999

County of New York, SS

Then personally appeared before me Joan Helper who acknowledged that such person is the duly authorized President of Joan Helper Designs, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 1st day of July 1999

Carol S. McCaffrey

, Notary Public
My Commission Expires:

CARLYN S. McCAFFREY
Notary Public, State of New York
No. 02MC4802951
Qualified in Westchester County
Commission Expires Oct. 31, 2001

The _____ of _____

County of _____, SS

Then personally appeared before me _____ who acknowledged that such person is the duly authorized _____ of BankBoston Retail Finance Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this ___ day of _____.

, Notary Public
My Commission Expires:

10. LENDER'S RIGHTS: Any use by the Lender of the Marks, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement, the Tri-Party Agreement, that certain Assignment of Licensing Agreement in favor of the Lender of even date, and under the Loan Agreement shall be coextensive with the Licensor's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

11. INTENT: It is intended that this Agreement supplement the Loan Agreement and the Tri-Party Agreement. All provisions of the Loan Agreement and the Tri-party Agreement shall apply to the marks. The Lender shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement (or between this Agreement and the Tri-Party Agreement), the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral, but with respect to any conflict between this Agreement and the Section 4 of the Tri-Party Agreement, the Tri-Party Agreement shall control.

12. CHOICE OF LAWS: It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of the Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Licensor and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

JOAN HELPERN DESIGNS, INC.
(The "Licensor")

BANKBOSTON RETAIL FINANCE INC.
(The "Lender")

By _____

By  _____

Name _____

Name Robert DeAngelis _____

Title _____

Title Sup _____

The _____ of _____

County of _____, SS

Then personally appeared before me _____ who acknowledged that such person is the duly authorized _____ of Joan Helpem Designs, Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this ___ day of _____.

, Notary Public
My Commission Expires:

The 31 of June

County of Worcester, SS

Then personally appeared before me Philip J. ... who acknowledged that such person is the duly authorized VP of BankBoston Retail Finance Inc. and that such person had executed the foregoing instrument on its behalf.

Witness my hand and seal this 30 day of June.

[Signature]

, Notary Public
My Commission Expires:

EXHIBIT A

Licensors' now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations

Mark	Registration No.	Registration Date
JOAN AND DAVID	1263011	01/03/84
JOAN HELPERN	1325974	03/19/85
JOAN AND DAVID	1498122	07/26/88
DAVID AND JOAN	1508301	10/11/88
JOAN AND DAVID TOO	1508302	10/11/88
JD	1567298	11/21/89
JOAN & DAVID	1697635	06/30/92
DAVID & JOAN	1951549	01/23/96
JOAN HELPERN SIGNATURE	2110986	11/04/97

Trademark Applications

MARK SERIAL NUMBER FILING DATE

None.