

(Rev. 6-93) OMB No. 0651-0011 (exp. 4/94) Tab settings



7-19-00

To the Honorable Commissi

101428483

ord the attached original documents or copy thereof.

1. Name of conveying party(ies): AVANCE INTERNATIONAL, LLC 875 Fairway Drive Walnut, CA 91789

- Individuals(s), Association, General Partnership, Limited Partnership, Corporation-State

Other Delaware limited liability company

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

3. Nature of conveyance:

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

Execution Date: July 18, 2000

2. Name and address of receiving party(ies) Name: CHINATRUST BANK (U.S.A.), as Agent

Internal Address: Street Address: 22939 Hawthorne Blvd. City: Torrance State: California ZIP: 90505

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, 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

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

A. Trademark Application No.(s)

A V TEXTILE (SN 75-859,806)

B. Trademark Registration No.(s)

BOCOO (Reg. No. 1,703,416)

Additional numbers attached? Yes No

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

Mr. Sigi Hinojosa Name: Buchalter, Nemer, Fields & Younger

Internal Address:

Street Address: 601 South Figueroa Street, 24th Floor

City: Los Angeles State: California ZIP: 90017

6. Total number of applications and registrations involved: 16

7. Total fee (37 CFR 3.41) \$ 415.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

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.

MR. SIGI HINOJOSA Name of Person Signing

David Adams

Signature

July 19, 2000 Date

Total number of pages including cover sheet, attachments, and document: 4

08/09/2000 DNGUYEN 00000317 200052 1703416

01 FC:481 40.00 CH 01 FC:482 375.00 eH

**Schedule A**

**REGISTERED TRADEMARKS**

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Bocoo	July 28, 1992	1,703,416
Cabazon	September 17, 1996	2,001,580
Chaver	October 13, 1998	2,195,659
Kids Lavon	November 9, 1999	2,291,066
Design Only	January 2, 1996	1,945,555
Indications	March 16, 1993	1,758,464
Jason & Wooley	October 5, 1993	1,796,427
L	February 13, 1996	1,955,956
Lavon	August 20, 1991	1,654,364
Pacific Cove	September 6, 1994	1,853,135

**PENDING TRADEMARKS**

<u>Trademark</u>	<u>File Date</u>	<u>Serial No.</u>
A V Textiles	November 29, 1999	75-859,806
Chaver	November 29, 1999	75-859,807
Mini Lavon	August 19, 1998	75-539,093
Split Reaction	August 26, 1998	75-543,085
Sunterra	July 27, 1998	75-525,845
Voltage By Lavon	July 27, 1998	75-525,846

**MEMORANDUM OF SECURITY INTEREST IN  
AND COLLATERAL ASSIGNMENT OF TRADEMARKS**

AVANCE INTERNATIONAL, LLC, a delaware limited liability company whose address is 875 Fairway Drive, Walnut, California 91789 ("Debtor"), does hereby grant to CHINATRUST BANK (U.S.A.), as agent for itself and certain other lenders, whose address is 22939 Hawthorne Boulevard, Torrance, California 90505 (in such capacity, "Creditor"), a security interest in, and collaterally assigns to Creditor, all of Debtor's right, title and interest in and to (i) the registered trademarks which are identified on Schedule A attached hereto and herein incorporated by this reference (the "Trademarks"), (ii) the pending trademarks which are identified on Schedule A attached hereto, and (iii) all actions for infringement concerning the foregoing.

The terms and conditions of the security interest and collateral assignment granted hereby are contained in that certain Intellectual Property Security Agreement (the "Agreement") dated as of July 18, 2000, between Debtor and Creditor as security for Debtor's obligations as set forth in the Agreement. Nothing contained in this Memorandum of Security Interest shall be construed as a present assignment of the Trademarks or pending trademarks nor as limiting any interest which Creditor may have in any other collateral described in the Agreement or otherwise.

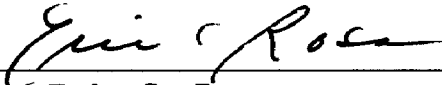
IN WITNESS WHEREOF the undersigned have hereunto set their hands this 18th day of July, 2000.

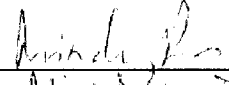
**Creditor**

**Debtor**

CHINATRUST BANK (U.S.A.),  
as agent for itself and certain other lenders

AVANCE INTERNATIONAL, LLC

By:   
Name: Eric C. Rosa  
Title: Executive Vice President

By:   
Name: MINDY DE  
Title: CEO

~~(Notarial Acknowledgments on next Page)~~

**Schedule A**

**REGISTERED TRADEMARKS**

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