F-FORM PTO-1619A
Expires 06/30/99
OMB 0651-0027

09-18-2000

101460240

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

HEET

8-31 00

TO: The Commissioner of Patents and Trademarks: Please ...ched 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 Amendment to Trademark Collateral Assignment and Security Agreement

Conveying Party(ies)

☐ Mark if additional names of conveying parties attached

Name: C.S.F. Corp.

Execution Date Month 8 Day 11 Year 2000

Formerly:

75433621

☐ Individual ☐ General Partnership ☐ Limited Partnership ☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization: State of Pennsylvania

Receiving Party

☐ Mark if additional names of conveying parties attached

Name: Congress Financial Corporation

DBA/AKA/TA:

Composed of:

Address (line 1): 1133 Avenue of the Americas

Address (line 2):

Address (line 3): New York (City) New York USA (State/Country) 10036 (Zip Code)

☐ Individual ☐ General Partnership ☐ Limited Partnership

☒ Corporation ☐ Association

☐ Other

☒ Citizenship/State of Incorporation/Organization: State of Delaware

☐ 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 is attached. *(Designation must be a separate document from Assignment)*

FOR OFFICE USE ONLY

09/18/2000 IJALLAH2 00000147 75433621
01 FC:481 40.00 OP
02 FC:482 525.00 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 nation 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

65529-2

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name	Valerie A. Mason, Esq.
Address (line 1)	Otterbourg, Steindler, Houston & Rosen, P.C.
Address (line 2)	230 Park Avenue
Address (line 3)	New York, New York 10169
Address (line 4)	

Correspondent Name and Address

Area Code and Telephone Number: 212-661-9100 X709

Name	Helen M. Linehan
Address (line 1)	Otterbourg, Steindler, Houston & Rosen, P.C.
Address (line 2)	230 Park Avenue
Address (line 3)	New York, New York 10169
Address (line 4)	

Pages

Enter the total number of pages of the attached conveyance document including any attachments. # 5

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)
SEE ATTACHED EXHIBIT A

Number of Properties

Enter the total number of properties involved. 22

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): $ $565.00

Method of Payment: Enclosed ☒ Deposit Account ☐

Deposit Account
(Enter for payment by deposit account or if additional fees ran 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.

Name of Person Signing	Signature	Date
Helen M. Linehan	Helen M. Linehan	8/30/00

65529-2

EXHIBIT A
TO
TRADEMARK RECORDATION COVER SHEET

Trademark Application Numbers

75/433621
75/672061
75/233780
75/396096
75/635138
75/523396
75/740654
75/276890
75/470904

Trademark Registration Numbers

2014365
2153614
2210724
2310808
2134470
2103834
2071693
2030792
2220157
2006843
2013535
2018124
2287879

65567-1

AMENDMENT
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, made as of this 11th day of August, 2000, by and between C.S.F. CORP., a Delaware corporation ("Debtor"), with its chief executive office at 3411 Silverside Road, 106 Weldin Building, Wilmington, Delaware 19810 and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036. Unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement (as defined below) shall have the meaning given to such terms in the Trademark Security Agreement.

W I T N E S S E T H

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated November 30, 1995, (the "Trademark Security Agreement"); and

WHEREAS, Debtor has filed additional applications for, or has registered, certain trademarks with the U.S. Patent and Trademark Office, and that Debtor has entered into certain licenses with certain of its affiliates; and

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Security Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Amendments to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

2. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this agreement conflicts with any term or provision of the Loan Agreement, the term or provision from the Loan Agreement shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

C.S.F. CORP.

By: _____

Title: Colin D. Stern, [redacted]. Vice President

CONGRESS FINANCIAL CORPORATION

By: _____

Title: _____

TRADEMARK
REEL: 002136 FRAME: 0817

State of Penna)
) ss.:
County of Bucks)

On this 11th day of ~~July~~ August, 2000, before me personally came Colin D. Stern, to me known, who being duly sworn, did depose and say, that he is the Vice President of C.S.F. CORP., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Erin J. Quann
Notary Public

NOTARIAL SEAL
ERIN J. QUANN, Notary Public
Bensalem Township, Bucks County
My Commission Expires Jan. 16, 2003

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 14 day of ~~July~~ August, 2000, before me personally came Janet S. Last, to me known, who being duly sworn, did depose and say, that she is the First V.P. of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that she signed ~~his~~ her name thereto by order of the Board of Directors of said corporation.

Maria Nunez
Notary Public

MARIA NUNEZ
NOTARY PUBLIC, State of New York
No. 01NU5086952
Qualified in Queens County
Cert. Filed in New York County
Commission Expires Oct. 27, 2001

TRADEMARK
REEL: 002136 FRAME: 0818

EXHIBIT A
TO AMENDMENT TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS

1. Trademarks Granted

Trademark	Owner	Reg.No.	Reg. Date	Exp. Date
ACTIVE CODE	C.S F. Corp	1,958,175	02/27/96	2/27/02
BEST UNITED GARMENT FACTORY	C.S F. Corp	2,014,365	11/05/96	11/05/02
BRINGING FASHION FROM THE MALL TO YOU	C.S F. Corp	2,153,614	04/28/98	4/28/04
BUTTERFLY DESIGN	C.S F. Corp	2,210,724	12/15/98	Unavailable
CARING NEVER GOES OUT OF STYLE	C.S F. Corp	2,310,808	01/25/00	01/25/06
FASHION BUG (CANADA)	C.S F. Corp	485064	10/31/97	10/31/00
FASHION BUG (MEXICO)	C.S F. Corp	471897	8/31/94	4/6/04
FASHION BUG FITS YOUR LIFE	C.S F. Corp	1,756,249	03/02/93	03/02/03
FASHION FROM THE MALL, NOW BROUGHT CLOSER TO YOU	C.S F. Corp	2,134,470	02/03/98	02/03/04
FLEXISOLE	C.S F. Corp	2,103,834	10/07/97	10/7/03
ISN'T IT TIME TO CHANGE YOUR CLOTHES	C.S F. Corp	2,071,693	06/17/97	06/17/03
IT'S THE LIFESTYLE YOU LIVE	C.S F. Corp	2,030,792	01/14/97	01/14/03
KEEPING KIDS WARM	C.S F. Corp	2,220,157	01/26/99	01/26/05
LIVE FAST	C.S F. Corp	2,006,843	10/08/96	10/8/02
POLAR ZONE	C.S F. Corp	1,890,580	04/18/95	04/18/01
SOPRE	C.S F. Corp	1,810,102		
STEFANO (US)	C.S F. Corp	1,699,075	7/7/92	7/7/02
STEFANO (US)	C.S F. Corp	1,923,749	10/3/95	10/3/01
THE UNBELIEVABLE BAG	C.S F. Corp	2,013,535	11/05/96	11/05/02
THE UNBELIEVABLE BRA	C.S F. Corp	2,018,124	11/19/96	11/19/02
WE'RE EVERY WOMAN	C.S F. Corp	2,287,879	10/19/99	10/19/05

2. Trademarks Pending

Trademark	Owner	Serial No.	Application Date
BODY BEGINNINGS	C.S F. Corp.	75,433,621	Pending
BODY RAVES	C.S F. Corp	75,672,061	03/29/99
BUG	C.S F. Corp.	75,233,780	Pending
BUG DETAILS	C.S F. Corp.	74,705,203	07/13/95
COMMUNITY CENTER & DESIGN	C.S F. Corp	75,396,096	11/21/97
JR MS FASHION BUG PLUS	C.S F. Corp	75,635,138	02/05/99
LACE SENSATIONS	C.S F. Corp	75,523,396	07/22/98
LIQUID WONDER	C.S F. Corp	Pending	Pending
NEXT TO NOTHING	C.S F. Corp	75,740,654	Pending
NOTHING BUT CURVES	C.S F. Corp	Pending	Pending
SPEAKING WOMAN TO WOMAN	C.S F. Corp	Pending	Pending
THE BUG	C.S F. Corp	75,276,890	04/17/97
ULTRALIFT	C.S F. Corp	Pending	Pending
WEEKEND ATTITUDE BRA	C.S F. Corp.	75,470,904	Pending
WOMEN'S COALITION	C.S F. Corp.	Pending	Pending

RECORDED: 08/31/2000

TRADEMARK
REEL: 002136 FRAME: 0820