

09-27-2000



101473214

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY

9.15.00

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party:

Vintage III, Inc. d/b/a Item-Eyes, Inc.
215 Commerce Boulevard
Anderson, South Carolina 29625

A Delaware corporation

2. Name and address of receiving party:

Phoenix Home Life Mutual Insurance Company
One American Row
56 Prospect Street
Hartford, Connecticut 06115

A New York mutual insurance company

3. Nature of conveyance: security agreement

Execution date: 9/5/00

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

A. Trademark application number(s)

[See Attached Schedule A]

B. Trademark registration number(s)

[See Attached Schedule B]

1175311

09/26/2000 MTHB11 00000421 1175311
01 FC:481 40.00 0P
02 FC:482 150.00 0P

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

Michelle Walters Fournier, RP
Senior Paralegal
Bingham Dana LLP
One State Street
Hartford, Connecticut 06103

6. Total number of applications and registrations involved: 7

7. Total fee enclosed: \$190.00

8. Deposit account number: Not applicable

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.

VINTAGE III, INC. d/b/a
ITEM-EYES, INC.

Charles W. Clayton
Vice President

Type or Print Signatory's Name

Signature

Date: 9/5/00

Total number of pages comprising cover sheet (including attached Schedules): 21

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Trademark Application Number(s)
(Continuation of Item 4A)

Pending U.S. Trademark Applications

OUR FILE	MARK	FILING DATE	SERIAL NO.
ITEM0080US	REQ	5/3/99	75/697,522

Trademark Registration Number(s)
(Continuation of Item 4B)

Issued U.S. Trademark Registrations

OUR FILE	MARK	REG. NO.	ISSUE DATE
ITEM0001US	ITEM-EYES	1,175,311	10/27/81
ITEM0050US	REQUIREMENTS WOMAN	1,193,456	8/22/95
ITEM0040US	REQUIREMENTS	1,915,116	8/29/95
ITEM0060US	REQUIREMENTS PETTIE	1,915,117	8/29/95
ITEM0030US	LESLIE STEVEN	1,915,118	8/29/95
ITEM0070US	NOUVEAUX	2,085,023	7/29/97

Issued Foreign Trademark Registrations

OUR FILE	MARK	COUNTRY	ISSUE DATE	REG. NO.
ITEM0030CL	LESLIE STEVEN	Chile	10/14/97	494,623
ITEM0030ME	LESLIE STEVEN	Mexico	1/30/95	512,434
ITEM0040CL	REQUIREMENTS	Chile	6/17/96	462,726
ITEM0040ME	REQUIREMENTS	Mexico	1/30/95	488,995

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

This Agreement made as of September 5, 2000, between VINTAGE III, INC., D/B/A ITEM-EYES, INC., a Delaware corporation (the "Debtor") and PHOENIX HOME LIFE MUTUAL INSURANCE COMPANY, a New York mutual insurance company, having an office at One American Row, Hartford, Connecticut 06115, as collateral agent for itself and for The Ohio National Life Insurance Company (the "Collateral Agent;" Phoenix Home Life Mutual Insurance Company and The Ohio National Life Insurance Company are referred to herein as the "Lenders;" and the Collateral Agent is sometimes referred to herein as the "Secured Party").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, service marks, terms, designs, applications and registrations therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, The Lenders have extended loans to Hampshire Group, Limited, a Delaware corporation (the "Company") pursuant to those certain separate Note Purchase Agreements each dated as of May 15, 1998 among the Company, Hampshire Designers, Inc., Hampshire Investments, Limited, Glamourette Fashion Mills, Inc., San Francisco Knitworks, Inc., and Segue (America), Limited and each of the Lenders, (together with the other documents and agreements executed in connection therewith, as amended by Amendment No. 1 to Note Purchase Agreements Dated May 15, 1998 and Financing Documents (the "Amendment") and as otherwise amended from time to time, the "Note Purchase Agreement;" Hampshire Designers, Inc., Hampshire Investments, Limited, Glamourette Fashion Mills, Inc., San Francisco Knitworks, Inc., and Segue (America), Limited are referred to herein, collectively, as the "Other Guarantors"). The Debtor has guaranteed the borrowings of the Company as provided in, and pursuant to, the Note Purchase Agreement, the Amendment and a Guarantee Joinder Agreement dated as of even date herewith (such guarantee herein referred to as the "Guarantee"). Debtor desires to secure the performance of its obligations to pay, duly and punctually, its obligations in respect of the Guarantee and to perform, duly and punctually, all other obligations and indebtedness owing to the Secured Party and the Lenders, including those arising under the Notes, the Note Purchase Agreement, this Security Agreement and otherwise.

WHEREAS, capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Note Purchase Agreement.

NOW, THEREFORE, for and in consideration of the sum of Ten (\$10.00) Dollars and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party, intending to be legally bound, hereby agree as follows:

1. GRANT OF SECURITY INTEREST

(a) As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party for itself and the ratable benefit of Lenders a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): all of Debtor's now existing or hereafter acquired right, title, and interest in and to (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, service marks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (iii) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (iv) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (v) the right to sue for past, present and future infringements thereof; (vi) all rights corresponding thereto throughout the world; and (vii) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks; provided that with respect to any trademark application included in the Collateral that is an "intent to use" application, the foregoing grant shall be limited to the grant of a continuing security interest in and general lien upon such Collateral, and shall further constitute a conditional assignment thereof automatically and without further action at such time as such trademark application is converted to a "use-based" application.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or its affiliates, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, whether arising under this Agreement, the Note Purchase Agreement, the other Financing Documents or otherwise, whether now existing or hereafter arising, whether arising after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto. Debtor has the right and power to grant the security interest and conditional assignment granted hereunder. Debtor shall, in Debtor's reasonable business judgment and at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except (i) the security interests granted hereunder and pursuant to the Note Purchase Agreement, (ii) the security interests permitted under the Note Purchase Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party which will not unreasonably be withheld, or as otherwise permitted herein or in the Note Purchase Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral solely pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party under Section 5 hereof.

(g) Secured Party may, in its reasonable discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Note Purchase Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark, service mark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark or service mark registrations or applications used in the United States or any State thereof, political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned or unenforceable; except, that, Debtor may abandon any Trademarks not necessary for the conduct of its business and where such abandonment could not be expected to have a material adverse effect upon Debtor. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may become abandoned or canceled.

(j) Subject to Section 3(b) hereof, Debtor shall render any assistance, as Secured Party shall reasonably determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) To the knowledge of Debtor after due investigation, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any trademark, trade name or service mark which Debtor believes infringes on any Trademark or is likely to cause confusion with any Trademark. Subject to Section 3(b) hereof, if reasonably requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from Debtor's use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination of the Note Purchase Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or, pursuant to the terms of this Agreement for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand,

together with interest at the rate then applicable to the Notes set forth in the Note Purchase Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence and continuation of any Event of Default, as such term is defined in the Note Purchase Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Note Purchase Agreement, the other Financing Documents, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of five (5) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating

thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party has no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the Notes set forth in the Note Purchase Agreement.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Documents, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other Financing Documents and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of any New York State or United States Federal court sitting in New York City and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Documents or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Documents or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or

appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING DOCUMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING DOCUMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NO EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses or damages suffered by or claim against Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party that the losses were the result of acts or omissions constituting gross negligence or willful misconduct.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be given in accordance with Section 19 of the Note Purchase Agreement. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with Section 19 of the Note Purchase Agreement):

If to Debtor:

Item-Eyes, Inc.
215 Commerce Boulevard
Anderson, South Carolina 29625
Attention: President

If to Secured Party:

Phoenix Home Life Mutual Insurance Company
c/o Phoenix Investment Partners, Ltd.
56 Prospect Street
P.O. Box 150480
Hartford, CT 06115-0480
Telephone: 860-403-5758

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Secured Party and Borrower pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Documents and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

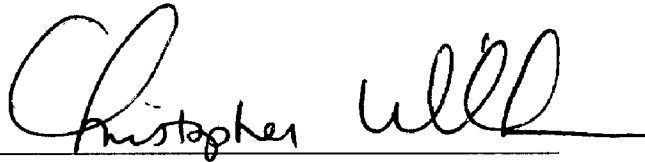
(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay,

omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

[Remainder of page intentionally left blank; next page is signature page.]

PHOENIX HOME LIFE MUTUAL
INSURANCE COMPANY, for itself and as
Noteholder Agent

RTS

By: 

Name: CHRISTOPHER WILKOS

Title: Vice President, Corporate Portfolio Management

PHOENIX HOME LIFE

c/o Phoenix Investment Partners, Ltd.

56 Prospect Street

P.O. Box 150480

Hartford, CT 06115-0480

Telephone: 860-403-5758

[Signature page to Trademark Security Agreement]

EXHIBIT A
 TO
 TRADEMARK COLLATERAL ASSIGNMENT
 AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Pending U.S. Trademark Applications

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**EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

LIST OF LICENSES

NONE

Dated: September 5, 2000

VINTAGE III, INC.,
D/B/A ITEM-EYES, INC.

By: _____

Title: _____

64988-1CTDOCS2:1387134.2

TRADEMARK
REEL: 002148 FRAME: 0197

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

On this ____ day of September, 2000, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of VINTAGE III, INC., D/B/A ITEM-EYES, INC., 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.

Notary Public