



101499314

Original documents or copy thereof.

1. Name of conveying party(ies):
WHERE INTERNATIONAL, L.P.
11100 Santa Monica Blvd., #600
Los Angeles, CA 90069 9-11-00
 Individuals(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: **IMPERIAL BANK, as Agent**
Internal Address:
Street Address: **201 North Figueroa Street**
City: **Los Angeles** State: **California** ZIP: **90012**
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State **California**
 Other _____

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: **June 12, 2000**
09-11-2000
U.S. Patent & TMO/c/TM Mail Rcpt. Dt. #40

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 nu
A. Trademark Application No.(s)
Most Memorable Meal (#75/286,328)
Silver Plume Awards (#75/287,305)
Stars of the City (#75/286,217)
Visitors Choice Award (#75/286,371)
Additional numbers attached? Yes No

B. Trademark Registration No.(s)
WHERE (Reg. No. 2,280,351)
WHERE (Reg. No. 730,450)
US PATENT & TRADEMARK OFFICE
RECEIVED
SEP 11 A 9:53
MARK FEE PROCESS

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: **6**
7. Total fee (37 CFR 3.41) **\$165⁰⁰**
 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.
Christine E Wilson
MR. SIGI HINOJOSA
Name of Person Signing
Signature
September 7, 2000
Date

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

TRADEMARK SECURITY AGREEMENT

THIS PATENT TRADEMARK SECURITY AGREEMENT, dated as of June 12, 2000, is entered into between WHERE INTERNATIONAL, L.P., a Delaware limited partnership ("Borrower"), and IMPERIAL BANK, a California banking corporation ("Agent"), for the ratable benefit of Lenders, with reference to the following facts:

RECITALS

A. Borrower, Agent and certain Lenders are contemporaneously herewith entering into the Credit Agreement (as defined below);

B. Borrower owns and uses in its business, and will in the future adopt and so use, the Trademarks;

C. Agent and Lenders are unwilling to enter into the Credit Agreement unless Borrower agrees to execute and deliver this Agreement to Agent, for the ratable benefit of Lenders, and thereby grant a security interest to Agent, for the ratable benefit of Lenders, in all of the Collateral; and

D. In order to induce Agent and Lenders to enter into the Credit Agreement and in consideration thereof, Borrower has agreed to execute and deliver to Agent this Agreement.

AGREEMENT

NOW THEREFORE, in consideration of the foregoing, Borrower and Agent hereby agree as follows:

1. Definitions and Construction.

(a) Defined Terms. All initially capitalized terms used but not defined herein shall have the meanings ascribed to such terms in the Credit Agreement. In addition, the following terms, as used in this Agreement, have the following meanings:

"Agent" shall have the meaning set forth in the preamble hereto.

"Agreement" means this Trademark Security Agreement together with any concurrent or subsequent exhibits or schedules hereto and any extensions, supplements, amendments or modifications hereto or thereto.

"Code" means the California Commercial Code, as amended or supplemented from time to time, including revised Division 9 of the Uniform Commercial Code – Secured Transactions, added by Stats. 1999, c.991 (S.B.45), §35, operative July 1, 2001.

"Collateral" shall have the meaning set forth in Section 2.

"Credit Agreement" means that certain Revolving Credit and Term Loan Agreement entered into by and between Borrower, Agent and certain Lenders signatory thereto,

dated as of even date herewith, together with any concurrent or subsequent exhibits or schedules, thereto, and any extensions, supplements, amendments or modifications to such Agreement or to such exhibits or schedules.

“Event of Default” shall have the meaning set forth in Section 11 herein.

“Registrations” means all of Borrower’s trademark registrations and applications for trademark registration which have heretofore been or may hereafter be issued thereon or applied for with the United States Patent and Trademark Office and throughout the world.

“Secured Obligations” shall have the meaning set forth in Section 3.

“Trademarks” means all of Borrowers presently existing and hereafter acquired trademarks and registrations together with all the goodwill of the Borrower’s business associated therewith, including all state, common, law federal and foreign trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other sources or business identifiers, domain names, designs or general intangibles of like nature, now existing or hereafter adopted or acquired together with all licenses (unless otherwise prohibited by any license or related licensing agreement under circumstances where the granting of the security interest would have the effect under applicable law of the termination or permitted termination of the license for breach and where the licensor, other than any affiliate of the Borrower, has elected such remedy) held, owned or used by Borrower including without limitation the Trademark rights listed on Schedule A attached hereto, as the same may be amended or supplemented from time to time.

(b) Construction. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, and the term “including” is not limiting and “or” has the inclusive meaning represented by the phrase “and/or”. The words “hereof,” “herein,” “hereby,” “hereunder,” and other similar terms refer to this Agreement as a whole and not to any particular provision of this Agreement. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Agent or Borrower, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by Borrower, Agent, and their respective counsel, and shall be construed and interpreted according to the ordinary meaning of the words used so as to fairly accomplish the purposes and intentions of Agent and Borrower. Article, section, subsection, exhibit and schedule references are to this Agreement unless otherwise specified.

2. Grant of Security Interest. Borrower hereby grants to Agent, for the ratable benefit of Lenders, a first priority security interest in, and hereby collaterally assigns, pledges, and mortgages to Agent, for the ratable benefit of Lenders, all of Borrower’s right, title and interest in and to the following (the “Collateral”) to secure the prompt payment and performance of the Secured Obligations:

(a) Each of the Trademarks and rights and interests which are capable of being protected as trademarks (including trademarks, service marks, designs, logos, indicia, tradenames, corporate names, company names, business names, fictitious business names, trade styles, and

other source or business identifiers and applications pertaining thereto), which are presently, or in the future may be, owned, created, acquired, or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights; and including all patent licenses held by Borrower (unless otherwise prohibited by any license or licensing agreement under circumstances where granting of the security interest would have the effect under applicable law of terminating or permitting termination of the license for breach and where the licensor, other than any affiliate of the Borrower has elected such termination);

(i) All of Borrower's right, title, and interest, to the extent that it has the same in and to the Trademarks and Registrations and recordings thereof, including registrations and applications in the United States Patent and Trademark Office, any state of the United States or any other country or political subdivision thereof including any identified or listed on Schedule A, attached hereto, as the same may be updated hereafter from time to time;

(ii) All of Borrower's right, title and interest to register trademark claims, registrations, extensions and renewals thereof, under any state or federal trademark law or regulation of any foreign country and to apply for, renew, and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Agent for past, present, and future infringements of the trademarks, registrations, or trademark rights and all rights (but not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill;

(iii) all Borrower's right, title, and interest in all general intangibles relating to or arising out of any of the Trademarks and all the goodwill of the Borrower's business symbolized by the Trademarks or associated therewith;

(b) all Borrower's right, title, and interest to register trademark claims under federal law or regulation of any foreign country and to apply for registration applications or recordings of marks together with all re-issues, divisions, continuations, renewals, extensions and continuations-in-part thereof, the inventions disclosed therein and all rights corresponding thereto including the right (without the obligation) to sue in the name of Borrower or Agent for past, present, and future infringements or unconsented use thereof and all rights (but not obligations) corresponding thereto in the United States any foreign country;

(i) all of Borrower's right, title and interest throughout the world, to the extent that it has the same, in and to all renewals, reissues, divisions, continuations, continuations-in-part and extensions of any such marks or Trademarks and all corresponding rights thereto that may be secured under the law now or hereafter in force and effect;

(ii) all of Borrower's claims, causes of action and rights to sue in the name of Borrower or Agent for past, present, and future infringement or unconsented use of any of the Trademarks and all of the rights arising with respect to each therefrom and all rights (but not obligations) corresponding to each thereto in the United States and any foreign country;

(iii) all of Borrower's right, title and interest, to the extent that it has the same, to make, use, lease, sell, and otherwise transfer the Trademarks, disclosed therein;

it being understood and agreed that the Collateral assigned hereby shall include, without limitation, rights and interests pursuant to licensing or other contracts in favor of Borrower pertaining to patents or trademarks presently or in the future owned or used by third Persons, but in the case of third Persons which are not Subsidiaries or Affiliates of Borrower only to the extent permitted by such licensing or other contracts and, if not so permitted, only with the consent of such third Persons;

(c) All general intangibles (as defined in the Code relating to the Collateral);
and

(d) All proceeds of any and all of the foregoing Collateral (including, without limitation, license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Agent is the loss payee thereof) or any indemnity, warranty, or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral. For purposes of this Agreement, the term "proceeds" includes whatever is collected on, receivable or received, or distributed on account of Collateral when Collateral or proceeds are sold, collected, exchanged or otherwise disposed of, whether such disposition is voluntary or involuntary, and includes, without limitation, all rights to payment, including returned premiums, with respect to any insurance relating thereto.

3. Secured Obligations. This Agreement secures, and the Collateral is collateral security for, the prompt payment or performance in full when due, whether at stated maturity, by acceleration or otherwise, of the Obligations (as defined in the Credit Agreement) and all obligations of Borrower now or hereafter existing under this Agreement (all such obligations being referred to herein as the "Secured Obligations").

4. Representations, Warranties and Covenants. Borrower hereby represents, warrants, and covenants that on the Closing Date and thereafter on the date of each and every Borrowing or issuance of a Letter of Credit:

(a) A true and complete schedule setting forth all federal, state or foreign trademark registrations or applications for registration owned, controlled, held (whether pursuant to a license or otherwise) or used by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) A true and complete list of all licenses entered into by Borrower with respect to the Trademarks and Registrations, including a description of the license and the name of the licensee, is set forth in Schedule B attached hereto;

(c) Borrower has full power, authority and legal right to pledge all of the Collateral pursuant to this Agreement and none of Borrower's Subsidiaries or Affiliates has any right, title or interest in any Collateral;

(d) Each of the Trademarks is valid, subsisting, and enforceable, and none of the Trademark Rights has been adjudged invalid or unenforceable;

(e) Each of the Trademarks and Registrations is valid and enforceable, and Borrower is not presently aware of any past, present, or prospective claim by any third Person that any of the Trademarks are invalid or unenforceable, or that the use of any of the Trademarks violates the rights of any third Person, or of any basis for any such claims;

(f) No claim known to Borrower has been made that the past, present or contemplated future use of any of the Trademarks does or may violate the rights of any third Person;

(g) Borrower has made due inquiry and no material infringement or unauthorized use presently is being made of any of the Collateral;

(h) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale, and delivery of products and services sold or delivered under or in connection with the Trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the Trademarks;

(i) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the Trademarks;

(j) The execution, delivery and performance of this Agreement by Borrower does not conflict with, result in a breach of, constitute (with due notice or lapse of time or both) a default under, or require the limitation of or consent under, any contractual obligation of Borrower, including, without limitation, any agreement pursuant to which Borrower licenses or has the right to use any Collateral;

(k) Borrower has rights in and good title to the Collateral. Borrower is the sole and exclusive owner of the entire and unencumbered right, title, and interest in and to each of the Trademarks and Registrations, free and clear of any liens, charges, and encumbrances, including pledges, assignments, licenses, shop rights, and covenants by Borrower not to sue third Persons, except for Permitted Liens and the license agreements described on Schedule B attached hereto. No effective financing statement, security interest, mortgage, hypothecation of any type or other instrument similar in effect covering all or any part of the collateral has been filed in any recording or filing office, except such as may have been filed in favor of Agent, for the ratable benefit of Lenders, relating to the Credit Agreement or this Agreement, or for which duly executed termination statements have been recorded or delivered to Agent. No effective filing, security interest, mortgage or hypothecation of any type has been filed with the United States Patent and Trademark office covering all or any part of the Collateral except such as may be filed in favor of Agent.

(l) This Agreement will create in favor of Agent a valid and perfected first priority security interest in the Collateral upon making the filings referred to in clause (m) below;

(m) Except for the filing of a financing statement with the Secretary of State of California and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval, or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery, or performance of this Agreement by Borrower or for the perfection of or the exercise by Agent of its rights hereunder to the Collateral in the United States;

(n) All information heretofore, herein or hereafter supplied to Agent by or on behalf of Borrower with respect to the Collateral is accurate and complete in all respects.

5. New Trademark Rights.

(a) Borrower shall diligently make any application for Registration on any existing or future unregistered prior art, marks or Trademarks and to do any and all acts which are reasonably necessary or desirable to preserve, renew and maintain all rights in all Collateral. Any expenses incurred in connection therewith shall be borne solely by Borrower.

(b) If Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Agent with respect to any such new trademarks or renewal or extension of any trademark registration, and shall immediately deliver to Agent an amended Schedule A. Borrower shall bear any expenses incurred in connection with future applications for trademark registration.

6. Right to Inspect. Borrower grants to Agent, for the ratable benefit of Lenders, and its employees, representatives and agents the right to visit Borrower's and any of its Subsidiaries' Affiliates' or Subcontractors' places of business, plants and facilities which manufacture, inspect, or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours upon notice to Borrower.

7. Litigation and Proceedings.

(a) Except as provided in Section 12 and notwithstanding Section 2, Borrower shall have the right and obligation to commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings, or other action for infringement or other damages as are in its reasonable business judgment necessary to protect the Collateral (or any material portion thereof). Borrower shall provide to Agent any information with respect thereto requested by Agent. Agent shall provide at Borrower's expense all necessary cooperation in connection with any such suits, proceedings, or action, including, without limitation, joining as a necessary party. Agent may be joined as a party to such proceedings if in its sole discretion it is satisfied that it will not incur any risk of liability or loss as a consequence thereof, and Borrower shall provide at its expense representation acceptable to Agent for the common interest of Borrower, Agent and Lenders with respect to such proceedings. Promptly following Borrower's becoming aware thereof, Borrower shall notify Agent of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state, or foreign court regarding Borrower's

claim of ownership in any of the Collateral, its right to apply for the same, or its right to keep and maintain such patent or trademark rights.

(b) Borrower shall promptly, following its becoming aware thereof, notify Agent in writing of the written threat of, the institution of, or any adverse determination in, any proceeding, application or suit in any United States or foreign court or action of any kind described in this Section 7 or regarding Borrower's claim of ownership in any of the Trademarks or other Collateral, its right to register the same, or its right to keep and maintain such registration. Borrower shall provide to Agent any information with respect thereto requested by Agent.

8. Further Assurances. On a continuing basis and at the expense of Borrower, Borrower shall, subject to any prior licenses, encumbrances and restrictions and prospective licenses, encumbrances and restrictions permitted hereunder, promptly make, execute, acknowledge, deliver, file and record in the proper filing and recording places (but with respect to foreign trademarks, Borrower shall solely be required to use its best efforts, consistent with reasonable business judgment, to do the same), all instruments and documents, including appropriate financing and continuation statements and Security Agreements and take all such action, as may be necessary or desirable, or that Agent may reasonably request to carry out the intent and purposes of this Agreement or in order to perfect and protect any security interest granted or purported to be granted hereby or to enable Agent to exercise and enforce its rights and remedies hereunder with respect to any Collateral. Without limiting the generality of the foregoing, Borrower:

(a) authorizes Agent, for the ratable benefit of Lenders, in Agent's sole discretion, after ten (10) days' prior notice to Borrower, to modify this Agreement without first obtaining Borrower's approval of or signature to such modification by amending Schedule A or Schedule B to include a reference to any right, title or interest in any existing Trademarks, Trademark Registrations and goodwill associated therewith acquired by Borrower after the execution hereof or to delete any reference to any right, title or interest in any Trademarks, Trademark Registrations and goodwill associated therewith in which Borrower no longer has or claims any right, title or interest;

(b) shall, from time to time, upon Agent's request, cause its books and records to be marked with such legends or segregated in such manner as Agent may reasonably specify, and take or cause to be taken such other action and adopt such procedures as Agent may reasonably specify to give notice of or to perfect the security interest and assignment in the Collateral intended to be created hereby;

(c) authorizes Agent, for the ratable benefit of Lenders, in Agent's sole discretion, to execute and file one or more financing or continuation statements, and after ten (10) days' prior notice to Borrower, amendments thereto, relative to all or any portion of the Collateral without the signature of Borrower where permitted by law;

(d) shall diligently keep records respecting the Collateral;

(e) shall at all times keep at least one complete set of its records concerning all of the Collateral at its chief executive office as set forth in the Credit Agreement and will not

change the location of its chief executive office, such records or its State of organization without Agent's prior written consent;

(f) shall not enter into any agreement that would or might in any material way impair or conflict with Borrower's obligations hereunder;

(g) shall use its best efforts to obtain any necessary consents of third Persons to the grant or perfection of the security interest (and assignment) to Agent with respect to the Collateral;

(h) shall not permit the inclusion in any contract to which it becomes a party of any provision that could impair or prevent the creation of a security interest in favor of the Agent or the priority thereof in Borrower's rights and interest in any property included within the definitions of the Collateral acquired under such contracts;

(i) shall not grant or permit to exist any Lien or security interest in the Collateral or any portion thereof except as granted under this Agreement and shall continue to be sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral;

(j) upon any officer of Borrower obtaining knowledge thereof, shall immediately notify Agent in writing of any event that may materially adversely affect the value of the Collateral or any portion thereof, the ability of Borrower or Agent to dispose of the Collateral or any portion thereof or the rights and remedies of Agent in relation thereto including, without limitation, the levy of any legal process against the Collateral or any portion thereof;

(k) shall not use or permit any Collateral to be used unlawfully or in violation of any provision of this Agreement, or any applicable statute, regulation or ordinance or any policy of insurance covering the Collateral and shall prosecute such claims, keep such confidentiality and do all other acts and take all other measures which may be necessary or desirable to preserve, protect and maintain such Collateral and all of Borrower's rights therein;

(l) shall pay promptly when due all property and other taxes, assessments and governmental charges or levies imposed upon, and all claims (including claims for labor, materials and supplies) against, the Collateral, except to the extent the validity thereof is being contested in good faith; provided that Borrower shall in any event pay such taxes, assessments, governmental charges or levies not later than ten (10) days prior to the date of any proposed sale under any judgment, writ or warrant of attachment entered or filed against the Borrower as a result of the failure to make such payment;

(m) shall furnish to Agent, for the ratable benefit of Lenders, from time to time statements and schedules further identifying and describing the Collateral and such other materials evidencing or reports pertaining to the Collateral as Agent may request, in detail;

(n) shall for any Collateral for which Borrower is a licensee maintain such license or licensing agreement in full force and effect without default of any of its obligations thereunder;

(o) shall diligently file and prosecute all applications for Trademarks and Trademark registrations and file and prosecute any and all continuations, continuations-in-part, applications for re-issue, applications for certificate of correction and like matters as shall be reasonable and appropriate in accordance with prudent business practice, promptly give the Agent notice thereof, and promptly and timely pay any and all maintenance, license, registration, and other fees, taxes and expenses incurred in connection with the Collateral;

(p) shall not do any act or omit to do any act whereby any of the Collateral may become abandoned;

(q) shall notify Agent immediately and in writing of any claim of infringement or violation of any of the Collateral by any third Person and of all steps, including the commencement and course of litigation, taken to remedy such infringement or violation;

(r) shall use proper statutory notice with respect to all copies or records of the works which are the subject of the Collateral; and

(s) shall appear in and defend any action or proceeding that may effect Borrower's title or Agent's interest in the Collateral.

9. Amounts Payable in Respect of the Collateral. Except as otherwise provided in this Section 9 and in the Credit Agreement or any of the Loan Documents, Borrower shall continue to collect, at its own expense, all amounts due or to become due to Borrower in respect of the Collateral or any portion thereof. Upon the occurrence and continuance of an Event of Default, Agent, for the ratable benefit of Lenders, is hereby given full power and authority, without notice or demand: (a) to notify any and all obligors with respect to the Collateral or any portion thereof of the existence of the security interest created and the assignment effected hereby; (b) to demand, take, collect, sue for and receive for its own use all amounts due or to become due to Borrower in respect of the Collateral or any portion thereof; and (c) in connection therewith, to enforce all rights and remedies with respect to the Collateral or any portion thereof which Borrower could enforce if this Agreement had not been made. Borrower hereby ratifies any action which Agent shall lawfully take to enforce Agent's rights hereunder. Whether or not Agent shall have so notified any obligors, Borrower shall at its expense render all reasonable assistance to Agent in enforcing claims against such obligors.

10. Appraisals. Upon the request of Agent, Borrower shall deliver to Agent an appraisal, issued by an appraiser of Agent's choice, of the domestic and international trademarks and trademark registrations and applications for the same. Borrower shall disclose to the appraiser all information concerning such items as requested by the appraiser and all other information known to Borrower that would have an effect on the value of any such items.

11. Events of Default. The occurrence of any Event of Default under the Credit Agreement shall constitute an event of default ("Event of Default") under this Security Agreement.

12. Specific Remedies. Upon the occurrence of any Event of Default, Agent, for the ratable benefit of Lenders, shall have, in addition to, other rights given by law or in this Agreement, the Credit Agreement, or in any other agreement or document entered into in

connection herewith or therewith, all of the rights and remedies with respect to the Collateral of a Agent under the Code, including the following:

(a) Agent may notify Borrower or other licensees of the Collateral to make royalty payments on such license agreements directly to Agent;

(b) Agent may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Agent deems advisable. Borrower shall file any such application, instrument or document as may be required by the United States Patent and Trademark Office in order to transfer the Collateral into the name of the Agent or Agent's nominee. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Agent, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected. If the sale is to be a public sale, Agent shall also give notice of the time and place by publishing a notice one time at least ten (10) days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(c) Agent may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any collateral payable by Agent at such sale.

13. Decisions Relating to Exercise of Remedies, Amendments. No amendment or waiver of any provision of this Agreement nor consent to any departure by Borrower herefrom, shall in any event be effective unless the same shall be in writing and signed by Agent, and then such waiver or consent shall be effective only in the specific instance and for the specific purpose for which given.

14. Borrower Remains Liable. Anything herein to the contrary notwithstanding: (a) Borrower shall remain liable under the contracts and agreements included in the Collateral to the extent set forth therein to perform all of its duties and obligations thereunder to the same extent as if this Agreement had not been executed; (b) the exercise by Agent of any of its rights hereunder shall not release Borrower from any of its duties or obligations under the contracts and agreements included in the Collateral; (c) Agent and Lenders shall not have any obligations or liabilities under the contracts and agreements included in the Collateral by reason of this Agreement nor shall Agent nor Lenders be obligated to perform any of the obligations or duties of Borrower thereunder or to take any action to collect or enforce any claim for payment assigned hereunder; and (d) the powers conferred on Agent hereunder are solely to protect Agent's and Lenders' interests in the Collateral and shall not impose any duty upon Agent to exercise any such powers.

15. Power of Attorney. Borrower hereby irrevocably appoints Agent (and any of the Agent's officers or employees or agents designated by the Agent) as Borrower's true and lawful attorney-in-fact, coupled with an interest, with full authority in the place and stead of Borrower and in the name of Borrower or Agent otherwise, from time to time in Agent's discretion to take any action and to execute any document or instrument which Agent may deem necessary or

advisable to accomplish the purposes of this Agreement, including, without limitation: (a) to endorse Borrower's name on all or any of such applications, documents, papers, or instruments and perform all other acts that the Agent deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of the Agent's security interest in the Collateral; (b) to ask, demand, collect, sue for, recover, impound, receive, and give acquittance and receipts for money due and to become due under or in respect of any of the Collateral; (c) to file any claims to execute any and all other documents and instruments and to perform any and all acts and things for and on behalf of the Borrower or take any action or institute any proceedings that Agent may deem necessary or desirable for the preservation, protection or collection of any of the Collateral or otherwise to enforce the rights of Agent with respect to any of the Collateral and to accomplish the purposes of this Agreement including (i) to assert or retain any rights under any license agreement for any of the collateral, including without limitation any rights of the Borrower arising under Section 365(n) of the Bankruptcy Code, (ii) after the occurrence of any Event of Default to defend, settle, adjust or institute any action suit or proceeding with respect to the Collateral, (iii) upon the occurrence and during the continuance of an Event of Default, to execute and deliver any assignments, applications, papers, instruments, or documents for Agent, for the ratable benefit of Lenders; to use the Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Collateral or any portion thereof, and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any party; provided however that in no event shall the Agent have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Collateral to any person, including itself, without the Borrower's written consent. The foregoing shall in no way limit the Agent's rights and remedies upon or after an Event of Default. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. The power of attorney set forth in this Section 15, being coupled with an interest, is irrevocable so long as this agreement shall not have terminated.

16. Agent May Perform. If Borrower fails to perform any agreement contained herein, Agent, for the ratable benefit of Lenders, may itself perform, or cause performance of, such agreement, and the expenses so incurred in connection therewith, including the fees and expenses of Agent's counsel, shall be payable by Borrower under Section.

17. Agent's Duties and Liabilities.

(a) The powers conferred on Agent hereunder are solely to protect Agent's and Lenders' interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Except for the safe custody of any Collateral constituting tangible personal property in its possession and the accounting for moneys actually received by it hereunder, Agent shall not have any duty as to any Collateral or as to the taking of any necessary steps to preserve rights against prior parties or any other rights pertaining to any Collateral. Agent shall be deemed to exercise reasonable care in the custody and preservation of such Collateral if such Collateral is accorded treatment substantially equal to that which the Agent accords its own property.

(b) Agent shall not be liable to Borrower: (i) for any loss or damage sustained by it; or (ii) for any loss, damage, depreciation, or other diminution in the value of any of the Collateral that may occur as a result of, in connection with, or that is in any way related to (y) any exercise by Agent of any right or remedy under this Agreement or (z) any other act of or failure to

act by Agent, except to the extent that the same shall be determined by a judgment of a court or competent jurisdiction that is final and not subject to review on appeal, to be the result of acts or omissions on the part of Agent constituting gross negligence or willful misconduct.

(c) NO CLAIM MAY BE MADE BY THE BORROWER AGAINST AGENT, LENDERS OR EITHER PARTY'S AFFILIATES, DIRECTORS, OFFICERS, EMPLOYEES, ATTORNEYS, OR AGENTS FOR ANY SPECIAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN RESPECT OF ANY BREACH OR WRONGFUL CONDUCT (WHETHER THE CLAIM THEREFOR IS BASED ON CONTRACT, TORT, OR DUTY IMPOSED BY LAW) IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED AND RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH; BORROWER HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY SUCH CLAIM FOR ANY SUCH DAMAGES, WHETHER OR NOT ACCRUED AND WHETHER OR NOT KNOWN OR SUSPECTED TO EXIST IN ITS FAVOR.

18. Indemnification. Borrower hereby agrees to indemnify and hold harmless Agent from any and all liabilities, obligations, losses, damages, penalties, actions, judgments, suits, costs, expenses (including attorneys' fees and attorneys' fees incurred pursuant to the Bankruptcy Code) of any kind whatsoever that may be imposed on, incurred by or asserted against Agent in connection with, or in any way arising out of, any such suits, proceedings or other action concerning, or the defense of, any such suits, proceedings or other actions, whether that claim is made by Borrower or any other person, and for any damages and lost profits that may be awarded as a consequence of any such suits, proceedings or other actions, in which, with respect to all of the above, an allegation of the liability, strict or otherwise, of Borrower is or may be made by any person who alleges or may allege having suffered damages as a consequence of alleged improper, imprudent, reckless, negligent, willful, faulty, defective or substandard design, testing, specification, manufacturing supervision, manufacturing defect, manufacturing deficiency, publicity or advertisement, or improper use, howsoever arising or by whomsoever caused, or an inventions disclosed and claimed in the patents.

19. Fees and Expenses. Borrower shall pay to Agent on demand all costs and expenses that the Agent pays or incurs in connection with the negotiation, preparation, consummation, administration, enforcement, and termination of this Agreement, including: (a) reasonable attorneys' and paralegals' fees and disbursements of counsel to Agent; (b) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) for any amendment, supplement, waiver, consent, or subsequent closing in connection with this Agreement and the transactions contemplated hereby; (c) costs and expenses of lien and title searches; (d) taxes, fees, and other charges for filing this Agreement at the United States Patent and Trademark Office, or for filing financing statements, and continuations, and other actions to perfect, protect, and continue the security interest created hereunder; (e) sums paid or incurred to pay any amount or take any action required of Borrower under this Agreement that Borrower fails to pay or take; (f) costs and expenses of preserving and protecting the Collateral; and (g) costs and expenses (including reasonable attorneys' and paralegals' fees and disbursements) paid or incurred to enforce the security interest created hereunder, sell or otherwise realize upon the Collateral, and otherwise enforce the provisions of this Agreement, or to defend any claims made or threatened against the Agent arising out of the transactions contemplated hereby (including preparations for

the consultations concerning any such matters). The foregoing shall not be construed to limit any other provisions of this Agreement regarding costs and expenses to be paid by Borrower. The parties agree that reasonable attorneys' and paralegals' fees and costs incurred in enforcing any judgment are recoverable as a separate item in addition to fees and costs incurred in obtaining the judgment and that the recovery of past judgment reasonable attorneys' and paralegals' fees and costs is intended to survive any judgment, and is not to be deemed merged into any judgment.

20. Continuing Security Interest. This Agreement shall create a continuing security interest in the Collateral and shall remain in full force and effect until the indefeasible payment in full of the Secured Obligations and the termination of all of Borrower's obligations under the Credit Agreement. Upon the indefeasible payment in full of the Secured Obligations and the termination of all of Borrower's obligations under the Credit Agreement, the security interest and assignment granted hereby shall terminate and all rights to the Collateral shall revert to Borrower, subject to any disposition thereof that may have been made by Agent pursuant hereto. Upon any such termination, Agent will, at Borrower's expense, execute and deliver to Borrower such documents as Borrower shall reasonably request to evidence such termination.

21. Waiver. Borrower hereby waives promptness, diligence, notice of acceptance, and any other notice with respect to any of the Secured Obligations and this Agreement and any requirement that Agent protect, secure, perfect or insure any security interest or lien or any property subject thereto or exhaust any right or take any action against Borrower or any other person or entity or any of the Collateral.

22. General Provisions.

(a) Cumulative Remedies; No Prior Recourse to Collateral. The enumeration herein of Agent's rights and remedies is not intended to be exclusive, and such rights and remedies are in addition to and not by way of limitation of any other rights or remedies that the Agent may have under the Code or other applicable law. Agent shall have the right, in its sole discretion, to determine which rights and remedies are to be exercised and in which order. The exercise of one right or remedy shall not preclude the exercise of any others, all of which shall be cumulative.

(b) No Implied Waivers. No act, failure, or delay by Agent or Lenders shall constitute a waiver of any of the rights and remedies enumerated herein. No single or partial waiver by Agent or Lenders of any provision of this Agreement or the Credit Agreement, or of a breach or default hereunder or thereunder, or of any right or remedy which the Agent or Lenders may have, shall operate as a waiver of any other provision, breach, default, right, or remedy or of the same provision, breach, default, right, or remedy on a future occasion. No waiver by Agent or Lenders shall affect their respective rights to require strict performance of this Agreement.

(c) Notices. Except as otherwise provided herein, all notices, demands and requests that Borrower, Agent or Lenders are required or elect to give to the other shall be sent in accordance with Section 11.1 of the Credit Agreement.

(d) Successors and Assigns. The provisions of this Agreement shall be binding upon and inure to the benefit of the respective representatives, successors and assigns of the parties hereto; provided, however, that no interest herein may be assigned by Borrower without the prior

written consent of Agent. The rights and benefits of Agent hereunder shall, if Agent so agrees, inure to any party acquiring any interest in the Obligations or any part thereof.

(e) Exhibits and Schedules. All of the exhibits and schedules attached hereto shall be deemed incorporated by reference.

(f) No Presumption Against Any Party. Neither this Agreement nor any uncertainty or ambiguity herein shall be construed or resolved against Borrower, Agent or Lenders, whether under any rule of construction or otherwise. On the contrary, this Agreement has been reviewed by each of the parties and their counsel and shall be construed and interpreted according to the ordinary meaning of the words used so as to accomplish fairly the purposes and intentions of all parties hereto.

(g) Section Headings. Headings and numbers have been set forth herein for convenience only. Unless the contrary is compelled by the context, everything contained in each section applies equally to this entire Agreement.

(h) Severability. If any provision of this Agreement shall be prohibited or invalid, under applicable law, it shall be effective only to such extent, without invalidating the remainder of this Agreement.

(i) Entire Agreement; Modification. This Agreement is intended by Borrower and Agent to be the final, complete, and exclusive expression of the agreement between them respecting the subject matter hereof. This Agreement supersedes any and all prior oral or written agreements relating to the subject matter hereof. No modification, rescission, waiver, release, or amendment of any provision of this Agreement shall be made, except by a written agreement signed by Borrower and a duly authorized officer of Agent.

(j) Counterparts. This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when executed and delivered, shall be deemed to be an original, and all of which, when taken together, shall constitute but one and the same Agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of a manually executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver a manually executed counterpart of this Agreement but the failure to deliver a manually executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

(k) Survival of Representations and Warranties. All of Borrower's representations and warranties contained in this Agreement shall survive the execution, delivery, and acceptance thereof by the parties, notwithstanding any investigation by Agent, Lenders or their respective agents.

23. Governing Law. This Agreement shall be deemed to have been made in the State of California and shall be governed by and interpreted in accordance with the laws of such state, except that no doctrine of choice of law shall be used to apply the laws of any other state or jurisdiction.

24. Judicial Reference.

(a) Other than (i) nonjudicial foreclosure and all matters in connection therewith regarding security interests in real or personal property; or (ii) the appointment of a receiver, or the exercise of other provisional remedies (any and all of which may be initiated pursuant to applicable law), each controversy, dispute or claim between the parties arising out of or relating to this Agreement, which controversy, dispute or claim is not settled in writing within thirty (30) days after the "Claim Date" (defined as the date on which a party subject to this Agreement gives written notice to all other parties that a controversy, dispute or claim exists), will be settled by a reference proceeding in California in accordance with the provisions of Section 638 et seq. of the California Code of Civil Procedure, or their successor section ("CCP"), which shall constitute the exclusive remedy for the settlement of any controversy, dispute or claim concerning this Agreement, including whether such controversy, dispute or claim is subject to the reference proceeding and except as set forth above, the parties waive their rights to initiate any legal proceedings against each other in any court or jurisdiction other than the Superior Court in the County where any real property collateral is located, or the county in which the Secured Obligations are payable, if none (the "Court"). The referee shall be a retired Judge of the Court selected by mutual agreement of the parties, and if they cannot so agree within forty-five (45) days after the Claim Date, the referee shall be promptly selected by the Presiding Judge of the Court (or his or her representative). The referee shall be appointed to sit as a temporary judge, with all of the powers for a temporary judge, as authorized by law, and upon selection should take and subscribe to the oath of office as provided for in Rule 244 of the California Rules of Court (or any subsequently enacted Rule). Each party shall have one peremptory challenge pursuant to CCP §170.6. The referee shall (i) be requested to set the matter for hearing within sixty (60) days after the Claim Date and (ii) try any and all issues of law or fact and report a statement of decision upon them, if possible, within ninety (90) days of the Claim Date. Any decision rendered by the referee will be final, binding and conclusive and judgment shall be entered pursuant to CCP §644 in any court in the State of California having jurisdiction. Any party may apply for a reference proceeding at any time after thirty (30) days following notice to any other party of the nature of the controversy, dispute or claim, by filing a petition for a hearing and/or trial. All discovery permitted by this Agreement shall be completed no later than fifteen (15) days before the first hearing date established by the referee. The referee may extend such period in the event of a party's refusal to provide requested discovery for any reason whatsoever, including, without limitation, legal objections raised to such discovery or unavailability of a witness due to absence or illness. No party shall be entitled to priority in conducting discovery. Depositions may be taken by either party upon seven (7) days written notice, and request for production or inspection of documents shall be responded to within ten (10) days after service. All disputes relating to discovery which cannot be resolved by the parties shall be submitted to the referee whose decision shall be final and binding upon the parties. Pending appointment of the referee as provided herein, the Superior Court is empowered to issue temporary and/or provisional remedies, as appropriate.

(b) Except as expressly set forth in this Agreement, the referee shall determine the manner in which the reference proceeding is conducted including the time and place of all hearings, the order of presentation of evidence, and all other questions that arise with respect to the course of the reference proceeding. All proceedings and hearings conducted before the referee, except for trial, shall be conducted without a court reporter except that when any party so requests, a court reporter will be used at any hearing conducted before the referee. The party making such a

request shall have the obligation to arrange for and pay for the court reporter. The costs of the court reporter at the trial shall be borne equally by the parties.

(c) The referee shall be required to determine all issues in accordance with existing case law and the statutory laws of the State of California. The rules of evidence applicable to proceedings at law in the State of California will be applicable to the reference proceeding. The referee shall be empowered to enter equitable as well as legal relief, to provide all temporary and/or provisional remedies and to enter equitable orders that will be binding upon the parties. The referee shall issue a single judgment at the close of the reference proceeding which shall dispose of all of the claims of the parties that are the subject of the reference. The parties hereto expressly reserve the right to contest or appeal from the final judgment or any appealable order or appealable judgment entered by the referee. The parties hereto expressly reserve the right to findings of fact, conclusions of laws, a written statement of decision, and the right to move for a new trial or a different judgment, which new trial, if granted, is also to be a reference proceeding under this provision.

(d) In the event that the enabling legislation which provides for appointment of a referee is repealed (and no successor statute is enacted), any dispute between the parties that would otherwise be determined by the reference procedure herein described will be resolved and determined by arbitration. The arbitration will be conducted by a retired judge of the Court, in accordance with the California Arbitration Act, §1280 through §1294.2 of the CCP as amended from time to time. The limitations with respect to discovery as set forth hereinabove shall apply to any such arbitration proceeding.

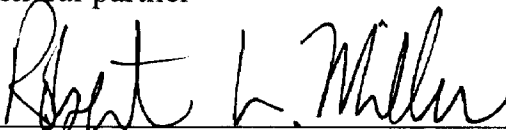
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IN WITNESS WHEREOF, the parties have executed this Agreement as of the date first written above.

“BORROWER”

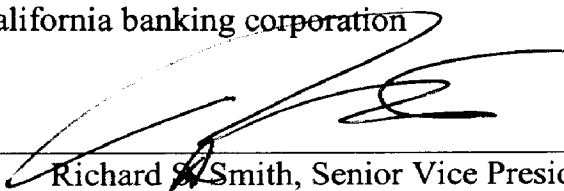
WHERE INTERNATIONAL L.P.,
a Delaware limited partnership

By: Where International Holdings LLC,
its general partner

By: 
Robert L. Miller, Chief Executive Officer

“AGENT”

IMPERIAL BANK,
a California banking corporation

By: 
Richard S. Smith, Senior Vice President

Trademark Security Agreement

Schedule A

See attached listing of trademarks.

Schedule B

In Borrower's franchise agreements, Borrower has granted limited licenses to utilize certain of its trademarks.

WHERE International, L.P.

CLIENT/HAJTER	COUNTRY	MARK	SER/NO	FIL/DATE	REG/NO	REG/DATE	CD/S/SERVS	CLASSIES	STATUS	DOCK/TH
WHERE International, L.P.	ARGENTINA	WHERE	2.252.381	11/16/1999			Printed matter and periodicals, including books and magazines and all other goods in this class	016	Opp filed against App No. 2247688 for "DORDE"	4/280
WHERE International, L.P.	AUSTRALIA	WHERE					No Application Filed -- Per DMU, client does not want to file application at this time (6/23/99)			4/280
WHERE International, L.P.	AUSTRIA	WHERE	AM 3658/94		155.922	12/22/1994		16	Registered, assignment pending	4/280
WHERE International, L.P.	Austria	WHERE	1517/76	05/31/1974	03508	09/09/1976		??	Registered, assignment pending	4/280
WHERE International, L.P.	BAWARIAS	WHERE			13249	02/27/1989		39 & 50(10)	Registered, assignment pending	4/280
WHERE International, L.P.	BARBADOS	WHERE		01/17/1989	81/4698	04/16/1991		16	Registered, assignment pending	4/280
WHERE International, L.P.	BRUNELUX	WHERE	759483		536062	06/28/1993		16, 35, and 41	assignment pending	4/280
WHERE International, L.P.	BRAZIL	WHERE	818476801	05/05/1995				38	Pending	4/280
WHERE International, L.P.	BRAZIL	WHERE	818476810	05/05/1995				41	assignment pending	4/280
WHERE International, L.P.	BRAZIL	WHERE	818476788	05/09/1995				16	Registered, assignment pending	4/280
WHERE International, L.P.	BRAZIL	WHERE	818470740	05/09/1995	0310816	01/05/1999		11	Registered	4/280
WHERE International, L.P.	BRITISH VIRGIN ISLAND	WHERE	519425		2351	02/25/1991		39	Registered, assignment pending	4/280
WHERE International, L.P.	CANADA	WHERE							Pending	4/280
WHERE International, L.P.	CANADA	WHERE V UNDERWEAR							Pending	4/
WHERE International, L.P.	CANADA	WHERE V UNDERWEAR & Design							Pending	4/
WHERE International, L.P.	CHILE	WHERE	306430		461335	05/22/1996		41	Registered, Assignment pending	4/280
WHERE International, L.P.	CHILE	WHERE	306.429		460.073	04/17/1996		35	Registered, assignment pending	4/280
WHERE International, L.P.	CHINA	WHERE	94083822	08/24/1994	863475	08/14/1996		16	Registered, assignment pending	4/280

WHERE International, L.P.

CLIENT/PATENT	COUNTRY	MARK	SSR/NO.	P/L/DATE	REG/NO	RGS/DATE	GDS/SERVS	CLASS(ES)	STATUS	EXPIRES
WHERE International, L.P.	CZECH REPUBLIC	WHERE	80049	05/18/1993	187472	01/25/1996		16	Registered	4/280
WHERE International, L.P.	FRANCE	WHERE	105853		1.510.926	01/26/1989		16	Registered, assignment pending	4/280
WHERE International, L.P.	FRANCE	WHERE	711909		1.281.874	08/04/1994		16	Registered, assignment pending	4/280
WHERE International, L.P.	FRANCE	WHERE FAMILY			94/508323	02/25/1994		16	Registered, assignment pending	4/281
WHERE International, L.P.	GERMANY	WHERE	39714592.6							
WHERE International, L.P.	GERMANY	WHERE FAMILY	W45605/16 WZ	02/17/1994	2084531	11/10/1994		16	Pending	4/280
WHERE International, L.P.	GERMANY	WHERE KEY PUBLISHERS COMPANY, LTD.	57 041/16 WZ	11/14/1990	2504205	09/19/1991		16	Registered, assignment pending	4/281
WHERE International, L.P.	GABON	WHERE	107.866					16	Application refused by trademark office; appeal against rejection has been filed. Assignment pending	4/280
WHERE International, L.P.	HONG KONG	WHERE	8443		801359	07/26/1994		16	Registered	4/280
WHERE International, L.P.	HUNGARY	WHERE	M93 02339		138802	08/29/1996		16	Registered	4/280
WHERE International, L.P.	INDIA	WHERE	730889	04/23/1996				16	Pending	4/280
WHERE International, L.P.	IRELAND	WHERE	2326/83					16	Pending	4/280
WHERE International, L.P.	IRELAND	WHERE FAMILY	94/0916					16	Pending	4/281
WHERE International, L.P.	ISRAEL	WHERE		09/20/1993	88976	02/04/1996	Printed publications and advertisements	42	Registered, assignment pending	4/777
WHERE International, L.P.	Italy	WHERE	49.761C/88	12/15/1988	553967	11/18/1991		16	Registered, assignment pending	4/280
WHERE International, L.P.	ITALY	WHERE FAMILY	M194C003566	04/14/1994	694859	12/12/1996		16	Registered, assignment pending	4/281
WHERE International, L.P.	JAPAN	WHERE	101727	10/11/1994	32999536	05/02/1997		16	Registered, assignment pending	4/280
WHERE International, L.P.	MEXICO	WHERE	170963	06/22/1993	554555	09/22/1995		16	Registered, assignment pending	4/280

WHERE International, L.P.

AGENT/OWNER	COUNTRY	MARK	SER/NO	FIL/DATE	REG/NO.	REG/DATE	CD/S/SERVS	CLASS (ESI)	STATUS	EXPIRES
WHERE International, L.P	Minnesota	SILVER PLUME AWARDS	N/A	07/10/1997	26579	09/02/1997	Awards program-staging and conducting; promo and marketing services	42	Registered, assignment pending	5/077
WHERE International, L.P.	NEW ZEALAND	WHERE	191,420					16	Abandoned; Wait until renewal deadline of Mrs. Adams Marks	4/280
WHERE International, L.P	POLAND	WHERE	2 164792	09/30/1996				16	Pending	4/280
WHERE International, L.P	ROMANIA	WHERE	03772	12/19/1995	26 470	08/06/1997		16	Registered	4/280
WHERE International, L.P	RUSSIA	WHERE	9770594	04/16/1997	172594	02/23/1999	Paper, cardboard & goods made from these materials, not included in other classes; printed matter; bookbinding material, photographs...	16	Registered, assignment pending	4/280
WHERE International, L.P	Singapore	WHERE		10/23/1974	62380	10/23/1974		16	Registered, assignment pending	4/280
WHERE International, L.P	SINGAPORE	WHERE		04/22/1989	S/2470/89	12/15/1988		16	Registered, assignment pending	4/280
WHERE International, L.P	SOUTH AFRICA	WHERE			93/8677	09/28/1993		16	Registered	4/280
WHERE International, L.P	SOUTH AFRICA	WHERE			B74/4944			16	Registered	4/280
WHERE International, L.P.	SPAIN	WHERE		09/21/1974	765444	05/05/1979		16	Registered, assignment pending	4/280
WHERE International, L.P	THAILAND	WHERE	145643	02/08/1991	152334	09/27/1991		16	Registered, assignment pending	4/280
WHERE International, L.P	TURKEY	WHERE	5544	04/17/1997	187358	04/17/1997	Printed publications, newspapers, magazine, brochure, manual, book, calendar	016	Registered, assignment pending	4/280
WHERE International, L.P	UNITED KINGDOM	WHERE			1447257	06/07/1994		16	Registered, assignment pending	4/280
WHERE International, L.P	UNITED KINGDOM	WHERE FAMILY			1562385	12/22/1995		16	Registered, assignment pending	4/281
WHERE International, L.P	US	MOST MEMORABLE MEAL	75/286,328	05/05/1997			Promotional & marketing services for others in the fields of tourism, customer services, restaurant services, hotel accommodation...	35 & 41	ABANDONED	

WHERE International, L.P.

IDENT/MASTER	COUNTRY	MARK	SER/NO.	FIL/DATE	REG/NO.	REG/DATE	CGS/SERVS	CLASS(IES)	STATUS	DOCK/TH
WHERE International, L.P.	US	SILVER PEOPLE AWARDS	75/287305	05/06/1997			Promotional & marketing services for others in the fields of tourism, customer services, restaurant services, hotel & accommodation..	35 and 41	Pending	
WHERE International, L.P.	US	STARS OF THE CITY	75/285217	05/05/1997			Promotional & marketing services for other in the fields of tourism, customer services, restaurant services, hotel & accommodation..	35 & 41	Pending	
WHERE International, L.P.	US	VISITORS CHOICE AWARDS	75/286371	05/05/1997			Promotional & marketing services for other in the fields of tourism, customer services, restaurant services, hotel & accommodation..	35 & 41	Pending	
WHERE International, L.P.	US	WHERE	75/304863	06/05/1997	2,280,351	09/28/1999	Computer software used to store, search, retrieve & archive editorial content, photos...; books & periodicals...; making hotel..	9, 16, 42, 35, 38, 39, 41	Registered, assignment pending	4/280
WHERE International, L.P.	US	WHERE	72/123944	07/13/1961	0730450	04/24/1962	Weekly magazines distributed in leading hotels & motels primarily directed to traveler guests	16	Renewed	4/280