

12-12-2000

3 SHEET

U.S. DEPARTMENT OF COMM
Patent and Trademark

LY



Tab Section

To the Honorable Commissioner of

101547432

attached original documents or copy thereof

1. Name of conveying party(ies):
BUGLE BOY INDUSTRIES, INC.
2900 Madera Road
Simi Valley, CA 93065

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State California
☐ Other

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment Number Seven to Trademark Security Agreement

Execution Date: November 1, 2000

2. Name and address of receiving party(ies)

Name: FOOTHILL CAPITAL CORPORATION, AS AGENTInternal Address: Suite 3000WStreet Address: 2450 Coleridge AvenueCity: Santa Monica State: CA ZIP: 90404

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State California
☐ Other

If assignee is not domiciled in the United States, a domestic representative design is attached: ☐ Yes ☐ No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

See attached Schedule I.Additional numbers attached? ☒ Yes ☐ No

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

Name: BROBECK, PHLEGER & HARRISON LLP

Internal Address:

Attn: Kimberley A. LathropStreet Address: 550 South Hope StreetCity: Los Angeles State: CA ZIP: 900716. Total number of applications and registrations involved: 107. Total fee (37 CFR 3.41).....\$ 265.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

3. 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.

Kimberley A. Lathrop
Name of Person Signing

Kimberley A. Lathrop
Signature

Date

Total number of pages including cover sheet, attachments, and document: 10Mail documents to be recorded with required cover sheet information to:
U.S. Department of Commerce, Patent & Trademark, Box AssignmentsTRADEMARK
REEL: 002192 FRAME: 0556

**SCHEDULE 1
AMENDMENT NUMBER SEVEN TO
TRADEMARK SECURITY AGREEMENT**

New Registration	Date	Reg. No.
0111 1101 0000	August 1, 2000	2,373,847
BUGLE BOY E-KHAKIS	August 1, 2000	2,373,937
BUGLE BOY ORIGINAL	August 15, 2000	2,378,187
BODYBLAST	August 29, 2000	2,381,873
LION W/WORLD Design	September 5, 2000	2,384,110
BBC EXCLUSIVE	September 12, 2000	2,386,098
SUPERSTONED	September 12, 2000	2,386,485
DECLARATION JEAN	September 26, 2000	2,390,505
FEDERATION JEAN	October 17, 2000	2,396,539

New Filings	Date	App. No.
REAL DEAL	October 11, 2000	76/144,395

**AMENDMENT NUMBER SEVEN TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER SEVEN TO TRADEMARK SECURITY AGREEMENT, dated as of November 1, 2000 (the "Amendment") is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of April 23, 1999, as heretofore amended (the "Trademark Security Agreement"), by and between Bugle Boy Industries, Inc., a California corporation ("Debtor"), and Foothill Capital Corporation, a California corporation, as agent for the Lender Group defined therein ("Secured Party"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

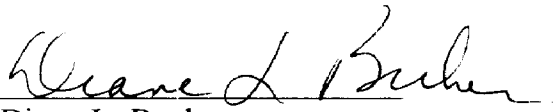
Debtor and Secured Party hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Secured Party for the benefit of the Lender Group in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Secured Party for the benefit of the Lender Group continuing security interests in all of the Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

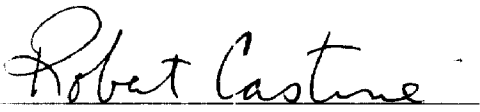
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Amendment Number Seven to Trademark Security Agreement as of the date first written above.

BUGLE BOY INDUSTRIES, INC.

By: 
Diane L. Becker
Senior Vice President

FOOTHILL CAPITAL CORPORATION,
as Agent

By: 
Name: Robert Castine
Title: Vice President