

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



01-30-2001

U.S. Patent & TMOfo/TM Mail Rcpt. Dt. #40

02-06-2001



101606632

1-30-01

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

- Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)
- Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

02/05/2001 6TOM11 00000088 1533275

01 FC:481 40.00 OP

02 FC:482 775.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002230 FRAME: 0775

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Trademark Application Number(s)

Registration Number(s)

Number of Properties

Enter the total number of properties involved. #

Fee Amount

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

Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) Deposit Account Number: #

Authorization to charge additional fees: Yes No

Statement and Signature

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

SUE NICHOLS
Name of Person Signing


Signature

1/24/2001
Date Signed

969852-010

SCHEDULE A

<u>Trademark Name</u>	<u>Trademark No.</u>	<u>Registration Date</u>	<u>Class(es)</u>
Approved by Jordache	1,533,275	04 Apr 1989	25
Concepts by Jordache	1,533,284	04 Apr 1989	25
E. T. A & Design	1,485,319	19 Apr 1988	25
Green Label	1,469,134	15 Dec 1987	25
Horsehead Design	1,240,911	07 Jun 1983	9
			14
			18
			25
			26
Joe Nakash	1,320,883	19 Feb 1985	25
Jordache	1,096,110	11 July 1978	25
Jordache	1,164,292	11 Aug 1981	3
			9
			14
			18
			25
			26
Jordache	1,231,916	22 Mar 1983	18
			25
			28
Jordache Company Stores	1,350,062	16 July 1985	42
Jordache & Horsehead Design	1,240,767	07 Jun 1983	3
			9
			14

SCHEDULE A

<u>Trademark Name</u>	<u>Trademark No.</u>	<u>Registration Date</u>	<u>Class(es)</u>
			18
			25
			26
			28
Jordache & Horsehead Design	1,336,568	21 May 1985	16
Jordache & Horsehead Design	1,372,337	26 Nov 1985	10
Jordache 498 New Basics	1,430,345	24 Feb 1987	25
Jordache Green Label	1,467,428	01 Dec 1987	25
Landfall	1,456,609	08 Sep 1987	25
Love Must (Stylized)	1,374,479	10 Dec 1985	3
Moonwash	1,464,707	10 Nov 1987	25
No Exit!	1,447,650	14 July 1987	25
Pocket Design w/Jordache	1,333,312	30 Apr 1985	25
Pocket Design w/Jordache	1,448,584	21 July 1987	25
Standard Equipment	1,446,579	07 July 1987	25
The Jordache Look	1,303,842	06 Nov 1984	25
Varsity & V Design	1,464,580	10 Nov 1987	18
You've Got The Look	1,573,539	26 Dec 1989	25

SCHEDULE A-1

Trademarks

PENDING TRADEMARK APPLICATIONS			
Trademark	Application Number	Filing Date	Country

TRADEMARK REGISTRATION			
Trademark	Application Number	Filing Date	Country
Standard Equipment	#1,446,579	July 7, 1987	U.S.A.
No Exit!	#1,447,650	July 14, 1987	U.S.A.
JORDACHE	#1,231,916	March 22, 1983	U.S.A.
(Design Only)	#1,240,911	June 7, 1983	U.S.A.
JORDACHE	#1,240,767	June 7, 1983	U.S.A.
JORDACHE	#1,164,292	August 11, 1981	U.S.A.
JORDACHE	#1,096,110	July 11, 1978	U.S.A.

**AMENDMENT TO TRADEMARK COLLATERAL
ASSIGNMENT AND SECURITY AGREEMENT**

This Amendment to Trademark Collateral Assignment and Security Agreement ("Amendment"), dated January 10, 2001, is entered into by **Jordache Enterprises, Inc.**, ("Pledgor"), with an address of 1400 Broadway, New York, New York and delivered to Israel Discount Bank of New York, as Agent ("Agent"), with an address of 511 Fifth Avenue, New York, New York, on behalf of Lenders (as defined below).

Background

A. On or about April 14, 1997, Pledgor and Agent, on behalf of Banks identified therein, executed that certain Trademark Collateral Assignment and Security Agreement (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Trademark Security Agreement"). Capitalized terms used but not defined herein shall have the respective meanings given to such terms in, or by reference in, the Trademark Security Agreement.

B. This Amendment is being delivered in connection with that certain Amended and Restated Loan and Security Agreement, of even date therewith, by and among Pledgor and each other Borrower (as defined therein), Agent, certain lenders who from time to time are party thereto (collectively, "Lenders"), (as amended, supplemented, restated, replaced, or otherwise modified from time to time, the "Loan Agreement"), which Loan Agreement amends and restates the financing arrangements between the parties previously evidenced by a certain Line of Credit Letter Agreement and related agreements dated April 14, 1997 (the "Prior Loan Documents").

C. Pursuant to the Prior Loan Documents and the Trademark Security Agreement, Pledgor granted to Agent a lien on and security interest in all of Pledgor's Trademarks (as defined therein), including the trademarks listed on Schedule A thereto (which Schedule A is also attached hereto).

D. Pledgor has acquired certain additional trademarks, servicemarks, and tradenames as set forth on Schedule A-1 attached hereto and made part hereof (collectively, "Additional Trademarks").

E. Pledgor and Agent desire to execute this Amendment for the purpose of, inter alia, granting, ratifying and confirming Agent's lien on and security interest in the Trademarks and the Additional Trademarks for the benefit of the Lenders and for recording in the United States Patent and Trademark Office.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, Pledgor, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Pledgor reconfirms its grant of a lien and security interest to

Agent, for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Trademarks (which shall for all purposes hereafter, include the Additional Trademarks), together with all the goodwill of Pledgor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the lien and security interest of Agent shall be held on behalf of Lenders and shall unconditionally secure the Obligations (as defined in the Loan Agreement), and the rights and remedies of Agent with respect to the security interest in the Trademarks reconfirmed and granted hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Amendment.

3. Schedule A to the Trademark Agreement is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. All of the terms, conditions and provisions of the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect, except to the extent modified herein.

5. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

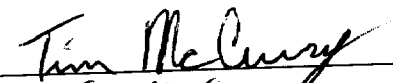
JORDACHE ENTERPRISES, INC.

By: _____
Name:
Title:

Approved and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK, as Agent
on behalf of Lenders

By: 
Name: **Howard Weinberg**
Title: **First Vice President**

By: 
Name: *Tim McCurry*
Title: *Assistant Manager*

Agent, for the ratable benefit of Lenders, in all of its present and future right, title and interest in and to the Trademarks (which shall for all purposes hereafter, include the Additional Trademarks), together with all the goodwill of Pledgor associated with and represented by the Trademarks, and the registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Pledgor acknowledges and confirms that the lien and security interest of Agent shall be held on behalf of Lenders and shall unconditionally secure the Obligations (as defined in the Loan Agreement), and the rights and remedies of Agent with respect to the security interest in the Trademarks reconfirmed and granted hereby are more fully set forth in the Loan Agreement and the Trademark Security Agreement, the terms and provisions of which are incorporated herein by reference. All references to the Trademark Security Agreement contained in the Loan Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include this Amendment.

3. Schedule A to the Trademark Agreement is hereby supplemented by the information contained on Schedule A-1 attached hereto. All references to Schedule A contained in the Loan Agreement, Trademark Security Agreement or other Loan Documents shall be deemed, for all purposes, to also refer to and include Schedule A-1.

4. All of the terms, conditions and provisions of the Trademark Security Agreement are hereby ratified and continue unchanged and remain in full force and effect, except to the extent modified herein.

5. This Amendment may be executed in any number of counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Signature by facsimile shall also bind the parties hereto.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment on the date first above written.

JORDACHE ENTERPRISES, INC.

By: _____
Name: Ralph Nakash
Title: Secretary/Treasurer

Approved and accepted:

ISRAEL DISCOUNT BANK OF NEW YORK, as Agent
on behalf of Lenders

By: _____
Name:
Title:

By: _____
Name:
Title:

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF NY :
COUNTY OF NY :

On this 10 day of January, 2000, before me personally appeared _____
Ralph Nakash, who being duly sworn, deposes and says and he/she is the
Secretary
Treasurer of Jordache Enterprises, Inc., the corporation described in the forgoing
document, that he/she, in such capacity as such officer of said corporation, is authorized to
execute on behalf of said corporation the foregoing document for the purposes contained therein,
and that he/she is the person whose name and signature is subscribed to the foregoing document.

Valerie Hansen

NOTARY PUBLIC

VALERIE HANSEN
NOTARY PUBLIC, State of New York
No. 43803669
Qualified in Richmond County
Certificate filed in N.Y. County
Commission Expires Dec 31, 2002