

02-20-2001

COVER SHEET  
ONLYU.S. DEPARTMENT OF COMMERCE  
Patent and Trademark OfficeTab settings 

To the Honorable Commission

101617227

the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

Malden Mills Industries, Inc. 2-7-01

- ☐ Individual(s)                      ☐ Association  
☐ General Partnership              ☐ Limited Partnership  
☒ Corporation-State Massachusetts  
☐ Other \_\_\_\_\_

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

## 3. Nature of conveyance:

- ☐ Assignment                              ☐ Merger  
☒ Security Agreement                      ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: January 19, 2001

## 2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,  
as Agent FEB 7 2001

Internal Address: \_\_\_\_\_

Street Address: 350 South Beverly Drive  
Suite 200

City: Beverly Hills State: CA ZIP: 90212

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State New York  
☐ Other \_\_\_\_\_

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 number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,890,580

Additional numbers attached? ☐ Yes ☒ No

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

Name: Murphy Sheneman Julian &amp; Rogers

Internal Address: Attn: Bryan Snyder, Legal  
Assistant

Street Address: 2049 Century Park East

Suite 2100

City: Los Angeles State: CA ZIP: 90067

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

☐ 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)

02/20/2001 AAHME1 00000003 200052 1890580

DO NOT USE THIS SPACE

01 FC:481 40.00 CH

## 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.

David Adams

Bryan Snyder

Name of Person Signing

Signature

2/5/01

Date

Total number of pages including cover sheet, attachments, and document: 8

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

Commissioner of Patents &amp; Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002237 FRAME: 0683

SECOND AMENDMENT TO PATENT,  
TRADEMARK AND COPYRIGHT SECURITY AGREEMENT

THIS SECOND AMENDMENT TO PATENT, TRADEMARK AND COPYRIGHT SECURITY AGREEMENT ("Second Amendment") is made as of January 19, 2001, by and among MALDEN MILLS INDUSTRIES, INC., a Massachusetts corporation ("Borrower"), INDEPENDENT FURNITURE SUPPLY CO., INC., a Massachusetts corporation ("IFS"), ADS PROPERTIES CORP., a Vermont corporation ("ADS"), AES PROPERTIES CORP., a Vermont corporation ("AES"), MALDEN MILLS DISTRIBUTORS CORP., a Massachusetts corporation ("Malden Distributors"), MALDEN MILLS FSC, INC., a Virgin Islands corporation ("FSC"), MALDEN MILLS OF CANADA LIMITED, a Canadian corporation ("Malden Canada"), and MALDEN MILLS GMBH, a German limited liability company ("Malden GmbH") (Borrower, IFS, ADS, AES, Malden Distributors, FSC, Malden Canada, and Malden GmbH being referred to collectively as "Grantors" and each individually as a "Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation (in its individual capacity, "GE Capital"), as agent (in such capacity, "Agent") for the lenders (collectively, "Lenders") from time to time parties to the Credit Agreement (as defined below).

RECITALS

A. Grantors, Lenders and Agent are parties to that certain Credit Agreement dated as of October 28, 1999, as amended by that certain First Amendment to Credit Agreement dated as of February 5, 2000, that certain Second Amendment to Credit Agreement dated as of April 14, 2000, that certain Third Amendment to Credit Agreement dated as of September 26, 2000, that certain Fourth Amendment to Credit Agreement dated as of October 13, 2000, that certain amendment letter dated October 30, 2000, that certain Fifth Amendment to Credit Agreement dated as of November 27, 2000, that certain amendment letter dated December 8, 2000, and that certain Sixth Amendment to Credit Agreement dated as of December 13, 2000 (such Credit Agreement, as so amended, the "Credit Agreement"), pursuant to which Agent and Lenders are providing financial accommodations to or for the benefit of Borrower upon the terms and conditions contained therein and in that certain letter from Agent to Borrower dated November 9, 2000, and that certain letter from Agent to Borrower dated November 17, 2000. Unless otherwise defined herein, capitalized terms or matters of construction defined or established in Annex A to the Credit Agreement shall be applied herein as defined or established therein.

B. Grantors and Agent are parties to that certain Patent, Trademark and Copyright Security Agreement dated as of October 28, 1999, as amended by that certain First Amendment to Patent, Trademark and Copyright Security Agreement dated as of May 26, 2000 (collectively, the "Patent, Trademark and Copyright Security Agreement"), pursuant to which each Grantor granted a Lien on the "Intellectual Property Collateral" (as defined therein) to Agent, for the benefit of Agent and Lenders, in accordance with the terms thereof.

C. Grantors and Agent desire to correct the reference to the registration number for the Polar Zone Trademark set forth in Part B of Schedule I to the Patent, Trademark and Copyright Security Agreement subject to the terms and conditions of this Second Amendment.

## AGREEMENT

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

1. Confirmation of Grant of Security Interest in Intellectual Property Collateral.

Each Grantor hereby ratifies and confirms, as of the date hereof, the continuing validity of the Liens granted by it under the Patent, Trademark and Copyright Security Agreement, as modified hereby.

2. Ratification and Incorporation of Patent, Trademark and Copyright Security Agreement.

Except as expressly modified under this Second Amendment, (a) each Grantor hereby acknowledges, confirms and ratifies all of the terms and conditions set forth in, and all of its obligations under, the Patent, Trademark and Copyright Security Agreement, and (b) all of the terms and conditions set forth in the Patent, Trademark and Copyright Security Agreement are incorporated herein by this reference as if set forth in full herein.

3. Amendments to Patent, Trademark and Copyright Security Agreement.

Part B of Schedule I to the Patent, Trademark and Copyright Security Agreement is hereby amended by (a) deleting the reference to "1,391,494" as the Reg. No. for Polar Zone in the fifth row from the bottom of page 4 of the Trademarks/Trademark Registrations section thereof for Malden Mills Industries, Inc. and (b) substituting "1,890,580" in lieu thereof so that after giving effect to such amendment such row appears as set forth in Schedule A hereto.

4. Entire Agreement.

This Second Amendment, together with the Patent, Trademark and Copyright Security Agreement, is the entire agreement between the parties hereto with respect to the subject matter hereof. This Second Amendment supersedes all prior and contemporaneous oral and written agreements and discussions with respect to the subject matter hereof. Except as otherwise expressly modified herein, the Patent, Trademark and Copyright Security Agreement shall remain in full force and effect.

5. Miscellaneous.

a. Counterparts. This Second Amendment may be executed in identical counterpart copies, each of which shall be an original, but all of which shall constitute one and the same agreement. Delivery of an executed counterpart of a signature page to this Second Amendment by facsimile transmission shall be effective as delivery of a manually executed counterpart thereof.

b. Headings. Section headings used herein are for convenience of reference only, are not part of this Second Amendment, and are not to be taken into consideration in interpreting this Second Amendment.

c. Recitals. The recitals set forth at the beginning of this Second Amendment are true and correct, and such recitals are incorporated into and are a part of this Second Amendment.

d. Governing Law. This Second Amendment shall be governed by, and construed and enforced in accordance with, the laws of the State of New York applicable to

contracts made and performed in such state, without regard to the principles thereof regarding conflict of laws.

e. Effect. Upon the effectiveness of this Second Amendment, from and after the date hereof, each reference in the Patent, Trademark and Copyright Security Agreement to "this Agreement," "hereunder," "hereof," or words of like import shall mean and be a reference to the Patent, Trademark and Copyright Security Agreement as amended hereby and each reference in the other Loan Documents to the Patent, Trademark and Copyright Security Agreement, "thereunder," "thereof," or words of like import shall mean and be a reference to the Patent, Trademark and Copyright Security Agreement as amended hereby.

f. No Novation. Except as expressly provided in this Second Amendment, the execution, delivery, and effectiveness of this Second Amendment shall not (i) limit, impair, constitute a waiver of, or otherwise affect any right, power, or remedy of Agent or any Lender under the Patent, Trademark and Copyright Security Agreement or any other Loan Document, (ii) constitute a waiver of any provision in the Patent, Trademark and Copyright Security Agreement or in any of the other Loan Documents, or (iii) alter, modify, amend, or in any way affect any of the terms, conditions, obligations, covenants, or agreements contained in the Patent, Trademark and Copyright Security Agreement, all of which are ratified and affirmed in all respects and shall continue in full force and effect.

g. Conflict of Terms. In the event of any inconsistency between the provisions of this Second Amendment and any provision of the Patent, Trademark and Copyright Security Agreement, the terms and provisions of this Second Amendment shall govern and control.

[Remainder of Page Intentionally Left Blank]

IN WITNESS WHEREOF, the parties hereto have caused this Second Amendment to Patent, Trademark and Copyright Security Agreement to be duly executed and delivered as of the date first written above.

"Grantors"

MALDEN MILLS INDUSTRIES, INC.

By: Michael G. Reeve  
Michael G. Reeve  
Treasurer

INDEPENDENT FURNITURE SUPPLY CO., INC.

By: Michael G. Reeve  
Michael G. Reeve  
Treasurer

ADS PROPERTIES CORP.

By: Michael G. Reeve  
Michael G. Reeve  
President

AES PROPERTIES CORP.

By: Michael G. Reeve  
Michael G. Reeve  
President

MALDEN MILLS DISTRIBUTORS CORP.

By: Michael G. Reeve  
Michael G. Reeve  
Treasurer

MALDEN MILLS FSC, INC.

By: Michael G. Reeve  
Michael G. Reeve  
Treasurer

[Signatures continued]

MALDEN MILLS OF CANADA LIMITED

By: \_\_\_\_\_

Michael G. Reeve  
Treasurer

MALDEN MILLS GMBH

By: \_\_\_\_\_

Michael G. Reeve  
Geschäftsführer

By: \_\_\_\_\_

Ernst B. Weglein  
Prokurist

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_

Robert S. Yasuda  
Duly Authorized Signatory

MALDEN MILLS OF CANADA LIMITED

By: \_\_\_\_\_  
Michael G. Reeve  
Treasurer

MALDEN MILLS GMBH

By: \_\_\_\_\_  
Michael G. Reeve  
Geschäftsführer

By: \_\_\_\_\_  
Ernst B. Weglein  
Prokurist

"Agent"

GENERAL ELECTRIC CAPITAL CORPORATION

By: \_\_\_\_\_  
Robert S. Yasuda  
Duly Authorized Signatory

SCHEDULE A

Assignor: Malden Mills Industries, Inc.

<u>Class</u>	<u>Country</u>	<u>Trademark</u>	<u>Reg. No.</u>	<u>Registration Date</u>
25	United States	Polar Zone	1,890,580	4/18/95