

03-02-2001

Commerce Office

RECORDATION FORM COVER  
TRADEMARKS ONL



101624781

TO: The Commissioner of Patents and Trademarks: Please record the att

Submission Type

Conveyance Type

New

Assignment

License

Resubmission (Non-Recordation)  
Document ID#

Security Agreement

Nunc Pro Tunc Assignment

Correction of PTO Error  
Reel #  Frame #

Merger

Effective Date  
Month Day Year

Corrective Document  
Reel #  Frame #

Change of Name

Other  Amendment to Trademark Collateral Assignment and Security Agreement

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name  C.S.F. Corp.

Execution Date  
Month Day Year  
3 5 2001

Formerly

Individual  General Partnership  Limited Partnership  Corporation  Association

Other

Citizenship/State of Incorporation/Organization  State of Pennsylvania

Receiving Party

Mark if additional names of conveying parties attached

Name  Congress Financial Corporation

DBA/AKA/TA

Composed of

Address (line 1)  1133 Avenue of the Americas

Address (line 2)

Address (line 3)  New York  New York USA  10036

City

State/Country

Zip Code

Individual  General Partnership  Limited Partnership

Corporation  Association

Other

Citizenship/State of Incorporation/Organization  State of Delaware

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 is attached. (Designation must be a separate document from Assignment)

03/02/2001 JJALLAH2 00000030 76198370

FOR OFFICE USE ONLY

01 FC:481  
02 FC:482

40.00 DP  
225.00 DP

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 nation 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

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Susan A. Joyce, Esq.

Address (line 1)

Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2)

230 Park Avenue

Address (line 3)

New York, New York 10169

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

212-661-9100 X709

Name

Helen M. Linehan

Address (line 1)

Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 2)

230 Park Avenue

Address (line 3)

New York, New York 10169

Address (line 4)

**Pages**

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

#

5

**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)**

SEE ATTACHED EXHIBIT A


**Registration Number(s)**


**Number of Properties**

Enter the total number of properties involved.

10

**Fee Amount**

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

\$265.00

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.

Helen M. Linehan

*Helen M. Linehan*

3/1/01

Name of Person Signing

Signature

Date

**EXHIBIT A  
TO RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

**LIST OF TRADEMARKS**

**1. Trademark Applications of C.S.F. Corp.**

<b>TRADEMARK</b>	<b>APPLICATION NUMBER</b>
Airvantage	76/198,370
Fashion Choices. Fashion Savings. Fashion Bug	76/164,133
Fashion Choices. Fashion Values. Fashion Bug	76/164,134
Gentle Solutions	76/136,396
It's Clearly Invisible	76/189, 839
Liquid Wonder.....the natural enhancer	76/077,124
Nothing But Curves	76/007,659
Satin Elegance	76/182,568
Speaking Woman to Woman	75/926,593
Ultra-Lift	76/015,196

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

SECOND AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT, made as of this 1 day of March, 2001, by and between C.S.F. CORP., a Delaware corporation ("Debtor"), with its chief executive office at 3411 Silverside Road, 106 Weldin Building, Wilmington, Delaware 19810 and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036. Unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement (as defined below) shall have the meaning given to such terms in the Trademark Security Agreement.

**W I T N E S S E T H:**

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated November 30, 1995, (the "Trademark Security Agreement"); and

WHEREAS, Debtor has filed additional applications for, or has registered, certain trademarks with the U.S. Patent and Trademark Office, and that Debtor has entered into certain licenses with certain of its affiliates; and

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Security Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Amendments to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

2. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this agreement conflicts with any term or provision of the Loan Agreement, the term or provision from the Loan Agreement shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

C.S.F. CORP.

By: Kathleen H. Lieberman

Title: VP

CONGRESS FINANCIAL CORPORATION

By: [Signature]

Title: Vice President



**EXHIBIT A  
TO SECOND AMENDMENT TO  
TRADEMARK COLLATERAL ASSIGNMENT  
AND SECURITY AGREEMENT**

**LIST OF TRADEMARKS**

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Liquid Wonder.....the natural enhancer	76/077,124
Nothing But Curves	76/007,659
Satin Elegance	76/182,568
Speaking Woman to Woman	75/926,593
Ultra-Lift	76/015,196

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

230 PARK AVENUE  
NEW YORK, NY 10169-0075

TELEPHONE: (212) 661-9100  
TELECOPIER: (212) 682-6104

March 1, 2001

VIA FEDERAL EXPRESS

U.S. Patent and Trademark Office  
Office of Public Records  
Attn: Customer Services Counter  
1213 Jefferson Davis Highway, 3rd Floor  
Arlington, Virginia 22202

Re: Congress Financial Corporation with Charming Shoppes, Inc.

Dear Sir/Madam:

We enclose the following original documents:

1. Recordation Form Cover Sheet - Trademarks Only - with Second Amendment to Trademark Collateral Assignment and Security Agreement, dated August 11, 2000, between C.S.F. Corp. and Congress Financial Corporation.

(The above listed document amends the Trademark Collateral Assignment and Security Agreement, dated November 30, 1995, Recordation Date: 12/20/1995, Reel/Frame: 1457/0785.)

Please record the above second amendment and Congress' security interest in the trademarks of C.S.F. Corp.

Also enclosed is check no.6218, dated 2/27/01, in the amount of \$265.00 made payable to the Commissioner of Patents and Trademarks.

Please acknowledge receipt of the foregoing on the enclosed copy of this letter annexed hereto and return in the self-addressed stamped envelope.



If you have any questions or comments with respect to the enclosures or the foregoing, please call us collect at (212) 661-9100.

Thank you for your attention.

Very truly yours,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.



Helen M. Linehan  
Paralegal

Encls.

cc: Valerie S. Mason, Esq.  
Susan A. Joyce, Esq.

RECEIPT ACKNOWLEDGED:

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

Title: \_\_\_\_\_