

03-07-2001



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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
 - Merger Change of Name
 - Other _____
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name Hagale Industries, Inc., debtor and debtor in possession

Execution Date
Month Day Year
1 18 01

Formerly _____

75291188

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

RECEIVED
2001 MAR -6 AM 9:39
ASSIGNMENT SERVICES
DIVISION

Receiving Party

Mark if additional names of receiving parties attached

Name HSBC Business Credit (USA) Inc.

DBA/AKA/TA _____

Composed of _____

Address (line 1) One HSBC Plaza

Address (line 2) 26th Floor

Address (line 3) Buffalo

New York/USA

14203

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

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.)

03/07/2001 GT0N11 00000006 75291188

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 150.00 OP

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

816-329-4767

Name

Husch & Eppenberger, LLC

Address (line 1)

Attention: Lisa Robison

Address (line 2)

1200 Main Street

Address (line 3)

Suite 1700

Address (line 4)

Kansas City, Missouri 64105

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)

Registration Number(s)

75291188

2363930

1874719

2257784

1867693

2296495

1889325

Number of Properties

Enter the total number of properties involved.

#

7

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.

Lisa Robison

Name of Person Signing

Signature

3/5/01

Date Signed

FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

This FIRST AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Amendment"), effective as of the 18th day of January, 2001, by and between HSBC BUSINESS CREDIT (USA) INC. ("Lender"), successor in interest to HSBC Business Loans, Inc. ("HSBC"), successor in interest to Marine Midland Business Loans, Inc. ("Marine"), and HAGALE INDUSTRIES, INC., debtor and debtor in possession ("Debtor"), successor in interest to Hagale Industries, Inc. ("Hagale").

I. RECITALS

The following recitals are a material part of this Amendment.

WHEREAS, pursuant to that certain Loan and Security Agreement (the "Original Agreement") dated as of December 8, 1994 between Hagale and Marine, Hagale executed that certain Trademark Collateral Assignment and Security Agreement (the "Assignment") in favor of Marine, dated December 8, 1994, as additional collateral under the Original Agreement;

WHEREAS, pursuant to that certain First Restated Loan and Security Agreement dated as of January 9, 1998 between HSBC and Hagale, HSBC retained a security interest in the Trademarks (as defined in the Assignment);

WHEREAS, Lender may extend credit from time to time to Debtor pursuant to that certain DIP Loan and Security Agreement between Debtor and Lender, dated as of January 18, 2001 (as amended, restated, or otherwise modified from time to time, the "Loan Agreement"), and Debtor and Lender desire to amend the Assignment; and

WHEREAS, Debtor and Lender desire to enter into this Amendment in order to modify and amend certain provisions of the Assignment, all as specifically set forth herein.

II. CONTRACTUAL PROVISIONS

NOW THEREFORE, in consideration of these presents, the parties hereto agree as follows:

1. Amendments to Assignment.

A. From the date hereof, all references to "Assignor" in the Assignment shall include Hagale and Debtor.

B. From the date hereof, all references to "Lender" shall include HSBC Business Credit (USA) Inc. as successor in interest to Marine Midland Business Loans, Inc.

C. The second and third paragraphs of the Assignment, entitled "PRELIMINARY STATEMENT", are hereby deleted and replaced with the following:

"PRELIMINARY STATEMENT. Assignor and Lender have entered into that certain Loan and Security Agreement, dated as of December 8, 1994, between Assignor and Lender (as amended from time to time, the "Original Agreement") and Assignor and Lender have entered into that certain DIP Loan and Security Agreement, dated as of January 18, 2001, between Assignor and Lender (the "DIP Agreement"; the Original Agreement and the DIP Agreement are hereinafter collectively referred to as the "Loan Agreement"). Capitalized terms used herein and not otherwise defined shall have the same definition as set forth in the Loan Agreement. In order to induce the Lender to make Advances, Assignor has agreed to assign to Lender certain trademark rights.

Under the Loan Agreement the Lender is granted a lien on and security interest in, among other things, equipment, inventory, accounts, books, records, product specifications, good will, customer lists and trade secrets ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor."

D. The table in Schedule A to the Assignment is hereby deleted in its entirety and replaced with the following:

| Nature of interest (e.g., owner, licensee) | Registered Trademark | Registration Number | Property Covered | Filing Date | Serial Number | Country of Registration |
|--|------------------------|---------------------|--|-------------|---------------|-------------------------|
| Owner | Forty-Nine T | | Goods and services: men's and women's clothing, namely shirts, slacks, pants, shorts, blouses, and jackets | 5/13/97 | 75291188 | USA |
| Owner | Thomas Bros. by Hagale | 2363930 | Men's and Boys' Shirts | 11/12/98 | 75586847 | USA |

| | | | | | | |
|-------|-----------------------|---------|--|----------|----------|-----|
| Owner | T | 2257784 | Goods and services: men's and women's clothing, namely shirts, slacks, pants, shorts, blouses, and jackets | 7/2/97 | 75318318 | USA |
| Owner | Trouser by Hagale | 2296495 | Goods and services: men's and women's clothing, namely shirts, slacks, pants, shorts, blouses, and jackets | 11/13/97 | 75291187 | USA |
| Owner | White River Outfitter | 1874719 | Goods and services: men's and women's clothing, namely shirts, slacks, pants, shorts, blouses, and jackets | 3/17/93 | 74368668 | USA |
| Owner | Vintage Chino | 1867693 | Goods and services: men's and women's clothing, namely shirts, slacks, pants, shorts, blouses, and jackets | 3/4/93 | 74364585 | USA |
| Owner | Vintage Wool | 1889325 | Goods and services: men's and women's clothing, namely shirts, slacks, pants, shorts, blouses, and jackets | 3/4/93 | 74364581 | USA |

2. Restatement. The parties hereto agree that the terms of this Amendment take precedence over the contrary provisions contained in the Assignment and the Assignment shall be construed as if the additions and changes herein referred to were fully set forth therein. As modified hereby, the covenants, terms, conditions, stipulations, provisions and agreements contained in the Assignment not specifically or by necessary implication amended or modified by this Amendment, are hereby ratified, confirmed, reaffirmed and incorporated herein by reference, it being the intention of the parties hereto that the Assignment remain in full force and effect as amended hereby.

3. Counterparts. This Amendment may be executed in any number of counterparts with the same effect as if all parties had signed the same document. All counterparts shall be construed together and shall constitute one instrument, but in making proof hereof, it shall only be necessary to produce one counterpart.

4. Notice Pursuant to Mo. Rev. Stat. § 432.045. Pursuant to Mo. Rev. Stat. § 432.045, Lender hereby gives the following notice to Debtor:

"Oral agreements or commitments to loan money, extend credit or to forbear from enforcing repayment of a debt including promises to extend or renew such debt are not enforceable. To protect you (borrowers(s)) and us (creditor) from misunderstanding or disappointment, any agreements we reach covering such matters are contained in this writing, which is the complete and exclusive statement of the agreement between us, except as we may later agree in writing to modify it."

IN WITNESS WHEREOF, the parties hereto have executed this Amendment as of the date set forth above.

HAGALE INDUSTRIES, INC.,
debtor and debtor in possession

By: James G. Hagale Pres.
Name: James A. Hagale
Title: President

HSBC BUSINESS CREDIT (USA) INC.

By: Douglas L. Dury
Name: DOUGLAS L DURY
Title: V. P.