

06-21-2001

Form PTO-1594

(Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

Tab settings



101755690

U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

Name of conveying party(ies):

Travelsmith Outfitters, Inc.
60 Leveroni Court
Novato, CA 94949

6-15-01

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 30, 2001

2. Name and address of receiving party(ies)

Name: Fleet National Bank

Internal Address: _____
Address: _____

Street Address: 100 Federal Street

City: Boston State: MA Zip: 02110

- Individual(s) citizenship
- Association National Banking Association
- General Partnership
- Limited Partnership
- Corporation-State
- 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 registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

75-525,327

Additional number(s) attached Yes No

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

Name: John Siciliano, Esq.

Internal Address: _____

Street Address: Bingham Dana LLP

150 Federal Street

City: Boston State: MA Zip: 02110

6. Total number of applications and registrations involved: 14

7. Total fee (37 CFR 3.41).....\$ 560.00

- 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

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.

John J. Siciliano

Name of Person Signing

Signature

6/13/01

06/20/2001 DBYRNE 00000269 75521327
01 FC:481
02 FC:482

Total number of pages including cover sheet, attachments, and document: 14

40.00 MP documents to be recorded with required cover sheet information to:
350.00 DP Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

068106413
DBYRNE
Refund Ref
06/20/2001
CHECK Refund Total

SCHEDULE 1

MARK	REGISTRATION NO.	REGISTRATION DATE
Carefree Travel Blouse	75-525,327	Pending
Fjord Fleece	75-361,633	
Hands Off Handbag	75-512,524	
Long-Distance	75-626,039	Pending
Long-Distance	75-625,893	Pending
Not-Quite-Tights	75-362,500	December 8, 1998
Packable Explorer's Pants	75-361,647	May 18, 1999
Paseo	75-525,058	
Travel Denim	75-362,246	December 8, 1998
TravelSmith	74-309,337	May 10, 1994
The Indispensible Black Travel Dress	75-361,640	July 13, 1999
The Ultimate Sweater	74-677,779	February 17, 1998
Design only	74-635,685	December 19, 1995
Island Breeze	75-512,524	August 10, 1999

NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

WHEREAS, TRAVELSMITH OUTFITTERS, INC., a California corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Fleet National Bank (herein referred to as "Assignee"), as agent for itself and for the ratable benefit of the financial institutions party from time to time to the Third Amended and Restated Loan Agreement dated as of August 24, 1998 (as amended, the "Loan Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated July 27, 2000, (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement (or any guaranty thereof), now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt


payment, performance and observance of the Obligations (or any guaranty thereof) now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 100 Federal Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the 30th day of May, 2001.

TRAVELSMITH OUTFITTERS, INC.

By: 
Name: ARCHIE E. KOVANEN
Title: CHIEF FINANCIAL OFFICER

State CA OF CA)

COUNTY OF Marin)

On this 30th day of May, 2001, before me appeared Archie E. Kovanen to me personally known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer of TRAVELSMITH OUTFITTERS, INC., the corporation named in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing instrument is the free and authorized act and deed of said corporation.

Notary Public Geoffrey A. Ruch
My commission expires: 5-19-04
(Seal)

