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JUN 27 2001
PATENT & TRADEMARK OFFICE

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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0022 exp. 5/31/2002
Tab settings

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

1. Name of conveying party(ies):
The Female Athlete, Inc.

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

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

2. Name and address of receiving party(ies)
 Name: GERBER Trade Finance Inc.
 Internal Address: 7th FLOOR
 Street Address: 110 East 55 Street
 City: NEW YORK State: NY Zip: 10022

Individual(s) citizenship _____
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: MARCH 23, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No. (s)
75426959

B. Trademark Registration No. (s)
2437818

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: VADIM TOYBERMAN
 Internal Address: GERBER Trade Finance

 Street Address: 110 East 55 Street
7 FLOOR
 City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved: 1

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

VADIM TOYBERMAN
 Name of Person Signing

Vadim Toyberman
 Signature

06/22/01
 Date

Total number of pages including cover sheet, attachments, and document: 10

07/09/2001 J1ALLAH2 00000003 75426959 Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

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 REEL: 002325 FRAME: 0454



ARTICLES OF AMENDMENT
OF THE
ARTICLES OF INCORPORATION
OF
TFA ACQUISITION INC.

FILED # C30344-00

APR 11 2001

IN THE OFFICE OF
DEAN HELLER, SECRETARY OF STATE

Pursuant to the provisions of Section 78.390 of the General Corporation Law of the State of Nevada, the undersigned being the President and Secretary of TFA ACQUISITION INC. a Nevada corporation (the "Corporation"), organized and existing under the laws of the State of Nevada (the "Corporation"), hereby certify as follows:

1. The present name of the corporation is TFA Acquisition Inc.
2. The date of filing of its original Articles of Incorporation with the Secretary of the State of Nevada was November 14, 2000.
3. The sole Director of the Corporation and the sole stockholder of the Corporation outstanding and entitled to vote, have authorized and approved the amendment of Article FIRST of the Articles of Incorporation of the Corporation to read as follows:

"FIRST: The name of the corporation is THE FEMALE ATHLETE, INC."

IN WITNESS WHEREOF, the Corporation has caused these Articles of Amendment to the Articles of Incorporation of the Corporation to be signed by Irwin Schneidmill, its President, and attested by Cathy Santo, its Secretary, this 6th day of April, 2001.

By: 
Irwin Schneidmill, President


Attest: 
Cathy Santo, Secretary

EXHIBIT B

SECURITY AGREEMENT

SECURITY AGREEMENT dated as of March 23, 2001 (the "**Agreement**"), between **TFA ACQUISITION, INC.**, a Nevada corporation (the "**Debtor**"), and **GERBER TRADE FINANCE INC.**, a New York corporation (the "**Secured Party**");

WHEREAS, **THE DEERSKIN COMPANIES, INC.**, ("Deerskin"), a Nevada corporation, is affiliated with the Debtor through common ownership, and;

WHEREAS, Deerskin and the Secured Party have entered into an Uncommitted Facility Agreement dated as of May 30, 2000 (as amended, revised, restated, supplemented or otherwise modified from time to time) (the "Facility Agreement"); (capitalized terms used and not otherwise defined herein shall have the respective meanings attributed thereto in the Facility Agreement, copy attached hereto), pursuant to which the Secured Party, in its sole discretion, may from time to time provide certain Credit Extensions to or for the account of Deerskin, and;

WHEREAS, without limiting the discretionary nature of each Credit Extension, the Credit Extensions to be made by the Secured Party under the Facility Agreement are conditioned upon, inter alia, the execution and delivery of this Agreement by the Debtor, and;

WHEREAS, the Debtor benefits directly and/or indirectly from the business activities of Deerskin, which, inter alia, provides the Debtor's consideration for entering into this Agreement, and;

NOW, THEREFORE, in consideration of the premises and in order to induce the Secured Party, in its sole discretion, to continue providing the Credit Extensions provided for in the Facility Agreement, the Debtor agrees with the Secured Party as follows:

1. Security Interest. To secure the due payment and performance of all Obligations, the Debtor hereby assigns, mortgages, pledges, hypothecates, transfers and sets over to the Secured Party and grants to the Secured Party a first Lien on and security interest in all assets of the Debtor described on Schedule I hereto and made a part hereof (the "**Collateral**").

2. Debtor's Title; Liens and Encumbrances. The Debtor represents and warrants that, except as permitted by the Facility Agreement, the Debtor is, or to the extent that this Agreement states that the Collateral is to be acquired after the date hereof, will be, the owner of the Collateral, having good and marketable title thereto, free from any and all Liens, except as to such liens of records. The Debtor will promptly notify the Secured Party of any such other Lien made or asserted against the Collateral and will defend the Collateral against any such Lien.



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3. Representations and Warranties; Location of Collateral and Records; Business and Trade Names of Debtor (a) The Debtor represents and warrants that it has no place of business, offices where the Debtor's books of account and records are kept, or places where the Collateral is used, stored or located, except as set forth on Schedule II hereto, **and covenants that the Debtor will promptly notify the Secured Party of any change in the foregoing representation.** The Debtor shall at all times maintain its records as to the Collateral at its chief place of business at the address referred to on Schedule II and at none other. The Debtor further covenants that except for Collateral delivered to the Secured Party or an agent for the Secured Party, the Debtor will not store, use or locate any of the Collateral at any place other than as listed on Schedule II hereto.

(b) The Debtor represents and warrants that it currently uses no business or trade names, except as set forth on Schedule II hereto, and covenants that the Debtor will promptly notify the Secured Party, in sufficient detail, of any changes in, additions to, or deletions from the business or trade names used by the Debtor for billing purposes.

4. Perfection of Security Interest. The Debtor will join with the Secured Party in executing one or more financing statements pursuant to the Uniform Commercial Code or other notices appropriate under applicable law in a form satisfactory to the Secured Party and will pay all filing or recording costs with respect thereto, and all costs of filing or recording this Agreement or any other instrument, agreement or document executed and delivered pursuant hereto or to the Facility Agreement (including the cost of all federal, state or local mortgage, documentary, stamp or other taxes), in each case, in all public offices where filing or recording is deemed by the Secured Party to be necessary or desirable. The Debtor hereby authorizes the Secured Party to take all action (including, without limitation, the filing of any Uniform Commercial Code Financing Statements or amendments thereto without the signature of the Debtor) that the Secured Party may deem necessary or desirable to perfect or otherwise protect the liens and security interests created hereunder and to obtain the benefits of this Agreement.

5. General Covenants. The Debtor shall:

(a) furnish the Secured Party from time to time at the Secured Party's request written statements and schedules further identifying and describing the Collateral within such detail as the Secured Party may reasonably require;

(b) advise the Secured Party promptly, in sufficient detail, of any substantial change in the Collateral, and of the occurrence of any event that would have a material effect on the value of the Collateral or on the Secured Party's security interest therein;

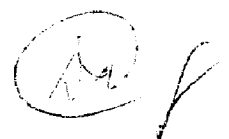
(c) comply with all acts, rules, regulations and orders of any legislative, administrative or judicial body or official applicable to the Collateral or any part thereof or to the operation of the Debtor's business; and

(d) promptly execute and deliver to the Secured Party such further deeds, mortgages, assignments, security agreements or other instruments, documents, certificates and assurances and take such further action as the Secured Party may from time to time in its sole discretion deem necessary to perfect, protect or enforce its security interest in the Collateral or otherwise to effectuate the intent of this Agreement and the Facility Agreement.

6. Assignment of Insurance. The Debtor, at its cost and expense, will insure the Collateral in the name of and with loss or damage payable solely to Secured Party, as an additional insured party, as its interest may appear, against such risks, with such companies and in such amounts, as may be required by the Secured Party from time to time (all such policies providing 30 days minimum written notice to Secured Party of cancellation), and the Debtor will deliver to the Secured Party the original or duplicate policies, or certificates or other evidence satisfactory to the Secured Party attesting thereto, and the Debtor will promptly notify the Secured Party of any loss or damage to any Collateral or arising from its use. At its option, the Secured Party may apply any insurance monies received at any time to the cost of repairs to or replacements for the Collateral and/or to payment of the Obligations, whether or not due, in any order the Secured Party may determine, any surplus (after payment of all costs, reasonable attorneys' fees and disbursements) to be remitted to the Debtor, who shall remain liable for any deficiency.

7. Fixtures. It is the intent of the Debtor and the Secured Party that none of the Collateral is or shall be regarded as fixtures, as that term is used or defined in Article 9 of the Uniform Commercial Code, and the Debtor represents and warrants that it has not made and is not bound by any lease or other agreement that is inconsistent with such intent. Nevertheless, if the Collateral or any part thereof is or is to become attached or affixed to any real estate, the Debtor will, upon request, furnish the Secured Party with a disclaimer or subordination in form satisfactory to the Secured Party of their interests in the Collateral from all persons having an interest in the real estate to which the Collateral is attached or affixed, together with the names and addresses of the record owners of, and all other persons having interest in, and a general description of, such real estate.

8. Collections. The Secured Party may, if it so elects, whether or not an Event of Default has occurred, make direct collection of Accounts (as defined in Schedule I hereto) (including payment into a "lockbox" account within the control of the Secured Party or its designee, or other similar arrangement) and the Debtor shall dispatch all such notices and instructions to account debtors as the Secured Party may instruct to enable the foregoing. Unless and until the Secured Party exercises its rights of direct collection of the Accounts, the Debtor will diligently collect the Accounts and, if the Secured Party so specifies, segregate all collection proceeds from other funds of the Debtor so that they are identifiable and deposit the same when and as received into a special account maintained for that purpose with the Secured Party or its designee, without commingling the same with other funds.



9. Rights and Remedies on Default. In the event of the occurrence of any Event of Default, the Secured Party shall at any time thereafter have the right, with or without notice to the Debtor, as to any or all of the Collateral, by any available judicial procedure or without judicial process, to take possession of the Collateral and without liability for trespass to enter any premises where the Collateral may be located for the purpose of taking possession of or removing the Collateral, and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other applicable law. Without limiting the generality of the foregoing, the Debtor agrees that the Secured Party shall have the right to sell, lease, or otherwise dispose of all or any part of the Collateral, whether in its then condition or after further preparation or processing, either at public or private sale or at any broker's board, in lots or in bulk, for cash or for credit, with or without warranties or representations, and upon such terms and conditions, all as the Secured Party in its sole discretion may deem advisable, and it shall have the right to purchase at any such sale; and, if any Collateral shall require rebuilding, repairing, maintenance, preparation, or is in process or other unfinished state, the Secured Party shall have the right, at its option, to do such rebuilding, repairing, preparation, processing or completion of manufacturing, for the purpose of putting the Collateral in such saleable or disposable form as it shall deem appropriate. At the Secured Party's request, the Debtor shall assemble the Collateral and make it available to the Secured Party at places that the Secured Party shall select, whether at the Debtor's premises or elsewhere, and make available to the Secured Party, without rent, all of the Debtor's premises and facilities for the purpose of the Secured Party's taking possession of, removing or putting the Collateral in saleable or disposable form. The proceeds of any such sale, lease or other disposition of the Collateral shall be applied first, to the expenses of retaking, holding, storing, processing and preparing for sale, selling, and the like, and to the reasonable attorneys' fees and legal expenses incurred by the Secured Party, and then to satisfaction of the other Obligations, and to the payment of any other amounts required by applicable law, after which the Secured Party shall account to the Debtor for any surplus proceeds. If, upon the sale, lease or other disposition of the Collateral, the proceeds thereof are insufficient to pay all amounts to which the Secured Party is legally entitled, the Debtor will be liable for the deficiency, together with interest thereon, at the rate prescribed in the Facility Agreement, and the reasonable fees of any attorneys employed by the Secured Party to collect such deficiency. To the extent permitted by applicable law, the Debtor waives all claims, damages and demands against the Secured Party arising out of the repossession, removal, retention or sale of the Collateral.

10. Costs and Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by the Secured Party, in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of financing statements and other documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, insurance premiums, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or the enforcing, foreclosing, retaking, holding, storing, processing, selling or otherwise realizing upon the Collateral and the Secured Party's security interest therein, whether through judicial proceedings or otherwise, shall be borne and paid by the Debtor on



demand by the Secured Party and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Facility Agreement.

11. Power of Attorney. Upon the occurrence of an Event of Default by the Debtor, the Debtor authorizes the Secured Party and does hereby make, constitute and appoint the Secured Party, and any officer or agent of the Secured Party, with full power of substitution, as the Debtor's true and lawful attorney-in-fact, with power, in its own name or in the name of the Debtor: (a) to endorse any notes, checks, drafts, money orders, or other instruments of payment (including payments payable under or in respect of any policy of insurance) in respect of the Collateral that may come into possession of the Secured Party; (b) to sign and endorse any invoice, freight or express bill, bill of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications and notices in connection with accounts, and other documents relating to Collateral; (c) to pay or discharge any taxes, liens, security interests or other encumbrances at any time levied or placed on or threatened against the Collateral; (d) to demand, collect, receipt for, compromise, settle and sue for monies due in respect of the Collateral; and (e) generally, to do, at the Secured Party's option and at the Debtor's expense, at any time, or from time to time, all acts and things that the Secured Party deems necessary to protect, preserve and realize upon the Collateral and the Secured Party's security interest therein in order to effect the intent of this Agreement and the Facility Agreement all as fully and effectually as the Debtor might or could do; and the Debtor hereby ratifies all that said attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the term of this Agreement and thereafter as long as any of the Obligations shall be outstanding.

12. Notices. All notices and other communications pursuant to this Agreement shall be in writing, and sent in the manner described in Section 5.6 of the Facility Agreement.

13. Other Security. To the extent that the Obligations are now or hereafter secured by property other than the Collateral or by the guarantee, endorsement or property of any other Person then the Secured Party shall have the right in its sole discretion to pursue, relinquish, subordinate, modify or take any other action with respect thereto, without in any way modifying or affecting any of the Secured Party's rights and remedies hereunder.

14. Miscellaneous. (a) Beyond the safe custody thereof, the Secured Party shall have no duty as to the collection of any Collateral in its possession or control or in the possession or control of any agent or nominee of the Secured Party, or any income thereon or as to the preservation of rights against prior parties or any other rights pertaining thereto.

(b) No course of dealing between the Debtor and the Secured Party, nor any failure to exercise, nor any delay in exercising, on the part of the Secured Party, any right, power or privilege hereunder or under the Facility Agreement or any Credit Document shall operate as a waiver thereof; nor shall any single or partial



exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(c) All of the Secured Party's rights and remedies with respect to the Collateral, whether established hereby or by the Facility Agreement, or by any other agreements, instruments or documents or by law, shall be cumulative and may be exercised singly or concurrently.

(d) Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

(e) This Agreement is subject to modification only by a statement in writing signed by the parties.

(f) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties; provided, however, that the rights and obligations of the Debtor under this Agreement shall not be assigned or delegated without the prior written consent of the Secured Party, and any purported assignment or delegation without such consent shall be null and void. The descriptive headings of the various provisions of this Agreement are inserted for convenience of reference only and shall not be deemed to affect the meaning or construction of any of the provisions hereof.

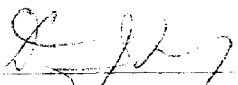
15. **GOVERNING LAW. THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK (WITHOUT REGARD TO THE CONFLICT OF LAW PRINCIPLES THEREOF).**

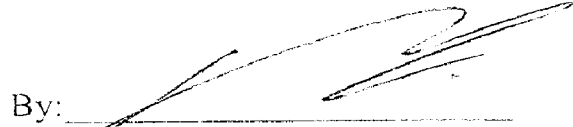
16. Term of Agreement. The term of this Agreement shall commence on the date hereof and this Agreement shall continue in full force and effect, and be binding upon the Debtor, until all of the Obligations have been fully paid and performed and such payment and performance has been acknowledged in writing by the Secured Party, whereupon this Agreement shall terminate.

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

TFA ACQUISITION, INC.

GERBER TRADE FINANCE INC.

By: 
Name: Dennis J. McHenry
Title: Vice President - CFO

By: 
Name: Gerald Towson
Title: President

SCHEDULE I TO SECURITY AGREEMENT

(a) (i) all raw materials, work in process, finished goods and inventory of whatsoever kind or nature and all wrapping, packaging, advertising and shipping materials, and any documents relating thereto, and all labels and other devices, names and marks affixed or to be affixed thereto for purposes of selling or of identifying the same or the seller or manufacturer thereof, and all right, title and interest of Debtor therein and thereto, wherever located, whether now owned or hereafter acquired by the Debtor; (ii) all equipment, machinery, vehicles, tools, dies, jigs, furniture and fixtures, all attachments, accessions and property now or hereafter affixed thereto or used in connection therewith, and all substitutions and replacements thereof, wherever located, whether now owned or hereafter acquired by the Debtor; and (iii) all books, records and other property relating to the foregoing;

(b) (i) all of the Debtor's present and future accounts, contract rights, general intangibles, chattel paper, documents and instruments, as such terms are defined in the Uniform Commercial Code ("UCC"), including, without limitation, all present and future choses in action and reversionary interests in property rights of the Debtor, and all obligations for the payment of money arising out of the Debtor's sale of goods or rendition of services (all of the foregoing, collectively, "**Accounts**"); (ii) all of the Debtor's rights, remedies, security and liens in, to and in respect of the Accounts, including, without limitation, rights of stoppage in transit, replevin, repossession and reclamation and other rights and remedies of an unpaid vendor, lienor or secured party, guaranties or other contracts of suretyship with respect to the Accounts, deposits or other security for the obligation of any debtor or obligor in any way obligated on or in connection with any Account, and credit and other insurance; (iii) all of the Debtor's right, title, and interest in, to and in respect of all goods relating to, or which by sale have resulted in, Accounts, including, without limitation, all goods described in invoices or other documents or instruments with respect to, or otherwise representing or evidencing, any Account, and all returned, reclaimed or repossessed goods; (iv) all of the Debtor's deposit accounts, as such term is defined in the UCC; (v) all books, records, ledger cards, computer programs and other property and general intangibles at any time evidencing or relating to the Accounts; and (vi) all of the Debtor's other general intangibles of every kind and description, whether now existing or hereafter arising, including, without limitation, trademarks, tradenames, tradestyles, service marks, patents, copyrights and Federal, State and local tax refund claims of all kinds;

(c) any and all moneys, securities, drafts, notes, items and other property of the Debtor and the proceeds thereof, now or hereafter held or received by, or in transit to, Secured Party (or any agent or representative of the Secured Party) from or for the Debtor, whether for safekeeping, custody, pledge, transmission or otherwise, and any and all balances, sums, proceeds and credits of the Debtor with, and any and all claims of Debtor against the Secured Party, at any time existing; and

(d) any and all products and proceeds of any of the foregoing, in any form (including, without limitation, any insurance proceeds or claims by the Debtor against third parties for loss or damage to or destruction of any or all of the foregoing property, and any claims by the Debtor against third parties for infringement of trademarks, patents or copyrights).



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**SCHEDULE II
TO
SECURITY AGREEMENT**

Chief Place of Business of Debtor:

Sherbrooke Plaza
600 E. Crescent, Suite 200
Upper Saddle River, NJ 07458

Offices Where Records Are Kept:

Sherbrooke Plaza
600 E. Crescent, Suite 200
Upper Saddle River, NJ 07458

**Other Locations Where Collateral
Is Stored, Used or Located:**

750 Northwest 33rd Street,
Suite D,
Pompano Beach, FL 33064

**Business and Trade Names
Used By Debtor:**

Female Athlete
America's Shopping Mall
Deerskin
Joan Cook
Remarkable Products

