

08-21-2001



101817651
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 08/03/01
- 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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Association
- Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization

08/21/2001 6TON11 00000064 060735 75734866

FOR OFFICE USE ONLY

01 FC:481 40.00 CH
02 FC:482 100.00 CH

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

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)

<input type="text" value="75/734,866"/>	<input type="text" value="75/734,867"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,994,312"/>	<input type="text" value="2,003,225"/>	<input type="text" value="2,448,349"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

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.

Howard F. Mandelbaum

8/1/01

Name of Person Signing

Signature

Date Signed



08-03-2001

U.S. Patent & TMO/c/TM Mail Rept Dt. #26

TRADEMARK SECURITY AGREEMENT

THIS SECURITY AGREEMENT is entered into as of the 24th day of July, 2001, by and between EILEEN FISHER, INC., a New York corporation having its principal place of business at 2 Bridge Street, Irvington, NY (the "Borrower"), and BANK LEUMI USA, a New York banking corporation with a usual place of business at 562 Fifth Avenue, New York, NY 10036("Bank").

NOW THEREFORE, in consideration of the premises, Borrower hereby agrees with Bank as follows:

1. Grant of Security Interest. Borrower hereby mortgages, pledges and grants to Bank a first priority security interest in all of Borrower's right, title and interest in and to the following described property (collectively, the "Collateral"), to secure the prompt payment and performance of any and all obligations, liabilities and indebtedness of Borrower to Bank whether such obligations are direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising (collectively, the "Obligations").

The Collateral shall consist of the following:

(a) Each of the trademarks, and rights and interests that may be protected as trademarks, which are presently, or in the future may be, owned, created, acquired or used (whether pursuant to a license or otherwise) by Borrower, in whole or in part, and all trademark rights with respect thereto throughout the world, including all proceeds thereof (including license royalties and proceeds of infringement suits), and rights to renew and extend such trademarks and trademark rights;

(b) All of Borrower's right, title and interest, in and to the trademarks and trademark registrations listed on Schedule A attached hereto, as the same may be updated hereafter from time to time;

(c) All of Borrower's right, title and interest to register trademark claims under any state or federal trademark law or regulation of any foreign country, and to apply for, renew and extend the trademark registrations and trademark rights, the right (without obligation) to sue or bring opposition or cancellation proceedings in the name of Borrower or in the name of Bank for past, present and future infringements of the trademarks, registrations or trademark rights and all rights (but

not obligations) corresponding thereto in the United States and any foreign country, and the associated goodwill of the business symbolized by each of the trademarks including, but not limited to all customer lists and other records of the Borrower relating to the distribution of products bearing the trademarks;

(d) All general intangibles relating to the Collateral;
and

(e) All proceeds of any and all of the foregoing (including, without limitation, license royalties and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance, or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

2. Warranties and Representations. Borrower hereby warrants and represents to Bank the following:

(a) A true and complete schedule setting forth all federal and state trademark registrations owned or controlled by Borrower or licensed to Borrower, together with a summary description and full information in respect of the filing or issuance thereof and expiration dates is set forth on Schedule A;

(b) To the best of Borrower's knowledge, each of the trademarks and trademark registrations is valid and enforceable, and Borrower is not presently aware of any past, present or prospective claim by any third party that any of the trademarks are invalid or unenforceable, or that the use of any trademarks violates the rights of any third person, or of any basis for any such claims;

(c) To the best of Borrower's knowledge, Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the trademarks and trademark registrations free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses (except for the license rights of Subsidiaries and of third party customers, if any to non-exclusive licenses that Borrower has made and/or that it will make in the ordinary course of its business), shop rights and covenants by Borrower not to sue third persons;

(d) Borrower has used and will continue to use proper statutory notice in connection with its use of each of the trademarks;

(e) Borrower has used and will continue to use consistent standards of high quality (which may be consistent with Borrower's past practices) in the manufacture, sale and delivery of products and services sold or delivered under or in connection with the trademarks, including, to the extent applicable, in the operation and maintenance of its merchandising operations, and will continue to maintain the validity of the trademarks;

(f) To the best of Borrower's knowledge, and except for the filing of financing statements with the Secretary of State of the State of New York under the Uniform Commercial Code and filings with the United States Patent and Trademark Office necessary to perfect the security interests created hereunder, no authorization, approval or other action by, and no notice to or filing with, any governmental authority or regulatory body is required either for the grant by Borrower of the security interest hereunder or for the execution, delivery or performance of this Agreement by Borrower or for the perfection of or the exercise by Bank of its rights hereunder to the Collateral in the United States.

3. After-Acquired Trademark Rights. If, prior to the termination of this Agreement, Borrower shall obtain rights to any new trademarks, the provisions of this Agreement shall automatically apply thereto. Borrower shall give prompt notice in writing to Bank with respect to any such new trademarks or renewal or extension of any trademark registration. Borrower shall bear any reasonable expenses incurred in connection with future applications for trademark registration.

4. Litigation and Proceedings. Borrower shall commence and diligently prosecute in its own name, as the real party in interest, for its own benefit, and its own expense, such suits, administrative proceedings or other actions for infringement or other damages as are in its reasonable business judgment necessary to protect any material portion of the Collateral. Borrower shall provide to Bank any information with respect thereto requested by Bank. Bank shall provide at Borrower's expense all necessary cooperation in connection with any such suit, proceeding or action, including, without limitation, joining as a necessary party. Following Borrower's becoming aware thereof, Borrower shall notify Bank of the institution of, or any adverse determination in, any proceeding in the United States Patent and Trademark Office, or any United States, state or foreign court regarding Borrower's claim of ownership in any

of such trademarks, its right to apply for the same, or its right to keep and maintain such trademark rights.

5. Power of Attorney. Borrower grants Bank a power of attorney (which shall not be exercised absent the occurrence of an Event of Default hereunder), having the full authority, and in the place of Borrower and in the name of Borrower, from time to time in Bank's discretion to take any action and to execute any instrument which Bank may deem reasonably necessary or advisable to accomplish the purposes of this Agreement, including, without limitation:

(a) To endorse Borrower's name on all applications, documents, papers and instruments necessary for Bank to use or maintain the Collateral;

(b) To ask, demand, collect, sue for, recover, impound, receive and give acquittance and receipts for money due or to become due under or in respect of any of the Collateral;

(c) To file any claims or take any action or institute any proceedings that Bank may deem necessary or desirable for the collection of any of the Collateral or otherwise to enforce Bank's rights with respect to any of the Collateral and to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to any person.

6. Right to Inspect. Borrower grants to Bank and its employees and agents the right to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours upon reasonable prior notice. Bank agrees that any and all records and information obtained by Bank relating to Borrower's business shall be used solely in connection with supplying credit to Borrower or obtaining the satisfaction of the Obligations hereunder, and shall not otherwise be used for the benefit of Bank or any third party to this Agreement. Bank further agrees that no records or information may be copied or discussed with third parties without the express written permission of Borrower, except for such copies as may be reasonably required for accomplishment of the purpose of supplying credit to Borrower or obtaining the satisfaction of the Obligations hereunder.

7. Events of Default. Any of the following events shall be an Event of Default:

(a) Default in the punctual payment or performance of any of the Obligations;

(b) Failure of Borrower to perform any covenants contained herein or in any promissory note, or in any other agreement, executed and delivered to Bank in connection herewith;

(c) With respect to Borrower or any maker, endorser or guarantor of, or any other party liable for or upon Obligations or Collateral (each of whom, including Borrower, is included in the term "them" as used in this paragraph) to wit: default with respect to any liabilities or obligations to, or agreements with, Bank; insolvency; calling of a meeting of any creditors; making, or sending a notice of an intended bulk transfer; granting a security interest in any property that includes Collateral; suspension or liquidation of usual business; failing after reasonable demand, to furnish Bank with any financial information or to permit Bank to inspect the Collateral or books and records; making any material misrepresentation to Bank in obtaining credit; failing to pay or remit any tax when assessed or due, except with respect to any such tax being contested to in good faith by appropriate proceedings; failing to pay when due any obligation to others in excess of \$100,000, except with respect to any such obligation being contested to in good faith by appropriate proceedings; commencement of a voluntary proceeding under any federal or state bankruptcy law now or hereafter in existence or the making of an application for appointment of a receiver or liquidating agent or similar person; commencement of an involuntary proceeding under any federal or state bankruptcy law now or hereafter in existence; entry of a judgment against any of them or issuance of an order of attachment against any of their property or the commencement of any proceeding for enforcement of a money judgment provided any one or more of the same is not discharged or stayed within 45 days thereof; or if, at any time, in the reasonable opinion of Bank, the financial responsibility of any of them shall become impaired; or

(d) an Event of Default shall occur under the Credit Agreement.

8. Specific Remedies. Upon the occurrence of any Event of Default:

(a) Bank may cease advancing money or extending credit to or for the benefit of Borrower under any agreement between Borrower and Bank.

(b) Bank may declare all Obligations to be due and payable immediately, whereupon they shall immediately become due and payable without presentment, demand, protest or notice of any kind, all of which are hereby expressly waived by Borrower;

(c) Bank may set off against the Obligations all Collateral, balances, credits, deposits, accounts or moneys of Borrower then or thereafter held with Bank, including amounts represented by certificates of deposit;

(d) Bank may notify licensees to make royalty payments on license agreements directly to Bank;

(e) Bank may sell or assign the Collateral and associated goodwill at public or private sale for such amounts, and at such time or times as Bank deems advisable. Any requirement of reasonable notice of any disposition of the Collateral shall be satisfied if such notice is sent to Borrower ten (10) days prior to such disposition. Borrower shall be credited with the net proceeds of such sale only when they are actually received by Bank, and Borrower shall continue to be liable for any deficiency remaining after the Collateral is sold or collected;

(f) If the sale is to be a public sale, Bank shall also give notice of the time and place by publishing a notice one time at least ten (10) calendar days before the date of the sale in a newspaper of general circulation in the county in which the sale is to be held; and

(g) To the maximum extent permitted by applicable law, Bank may be the purchaser of any or all of the Collateral and associated goodwill at any public sale and shall be entitled, for the purpose of bidding and making settlement or payment of the purchase price for all or any portion of the Collateral sold at any public sale, to use and apply all or any part of the Obligations as a credit on account of the purchase price of any Collateral payable by Bank at such sale.

9. Indemnification. Any use of the Collateral by Bank shall be in accordance with high quality standards at least consistent with Borrower's past practices. Bank agrees to defend, hold harmless and indemnify Borrower from and against any and all liabilities, claims, demands, expenses, losses or causes of action arising out of or relating in any way to Bank's use of the Collateral.

10. Termination of Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Collateral and shall terminate when the Obligations have been indefeasibly paid and satisfied in full. When this Agreement has terminated, Bank shall promptly execute and deliver to Borrower all termination statements and other instruments as may be necessary or proper to terminate Bank's security interest in the Collateral, and to record the termination of any such security interests with any governmental body, subject to disposition thereof which may have been made by Bank pursuant to this Agreement or any prior Trademark Security Agreement.

11. Governing Law. All acts and transactions hereunder and the rights and obligations of the parties hereto shall be governed, construed and interpreted in accordance with the laws of the State of New York.

12. This Agreement amends and supplements that certain Trademark Security Agreement, dated as of July 20, 1999, by and between the Borrower and the Bank. In the event any provisions of this Agreement and that certain Trademark Security Agreement, dated as of July 20, 1999, are deemed to conflict, the provisions of this Agreement shall govern.

IN WITNESS WHEREOF, the Borrower and Bank have caused this Agreement to be executed by their duly authorized officers as of the date first above written.

EILEEN FISHER, INC.

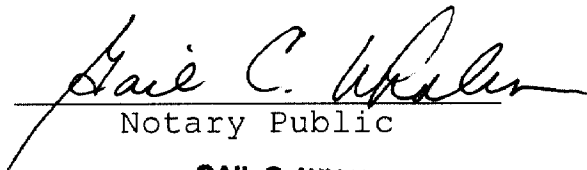
By: Kenneth Pollak
Name: Kenneth Pollak
Title: Treasurer

BANK LEUMI USA

By: [Signature]
Name: [Signature]
Title: VP

State of New York)
) ss.:
County of New York)

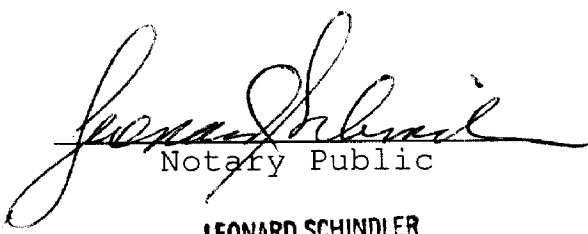
On this 24 day of July, 2001, before me personally came Kenneth Pollak to me known who, being duly sworn, did depose and say that he resides at c/o Eileen Fisher inc, 2 Bridge Street, Irvington, NY, that he is the Treasurer of Eileen Fisher, Inc., the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.


Notary Public

GAIL C. WHALEN
Notary Public, State of New York
No. 30-4615317
Qualified in Nassau County
Commission Expires April 30, 19 2003

State of New York)
) ss.:
County of New York)

On this 24 day of July, 2001, before me personally came Fran Davis to me known who, being duly sworn, did depose and say that he resides at c/o Bank Leumi USA, 562 Fifth Avenue, NY, NY, that she is the Vice President of Bank Leumi USA, the corporation described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the Board of Directors of said corporation, and that he signed his name thereto by like order.


Notary Public

LEONARD SCHINDLER
NOTARY PUBLIC, State of New York
No. 31-4679010
Qualified in New York County
Commission Expires July 31, 2002

SCHEDULE A

TO A TRADEMARK SECURITY AGREEMENT
BETWEEN
EILEEN FISHER, INC. (Borrower)
AND
BANK LEUMI USA (Bank)

DATED: July 24, 2001

REGISTERED TRADEMARKS (USA)

	<u>Registration No.</u>	<u>Registration Date</u>
1.	#1,994,312	August 20, 1996
2.	#2,003,225	September 24, 1996
3.	#2,448,349	May 1, 2001

REGISTERED TRADEMARKS (PENDING USA)

	<u>Application No.</u>	<u>Application Date</u>
1.	75/734,866	June 23, 1999
2.	75/734,867	June 23, 1999