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To the Honorable Commissioner:

101840275

Attached original documents or copy thereof.

1. Name of conveying party(ies): **97-01**
Lobelson-McCabe, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Capital Business Credit, a division of Capital Factors, Inc.

Internal Address: Building 22
Street Address: 1640 Powers Ferry Road
City: Marietta State GA Zip 30067

Individual(s) citizenship _____
 Association _____
 General Partnership SEP - 7 2001
 Limited Partnership _____
 Corporation-State Florida
 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: July 31, 2001

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)
76084349

B. Trademark Registration No.(s)
2055113

Additional number(s) attached Yes No

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

Name: Daniele E. Bourgeois
Internal Address: TROUTMAN SANDERS LLP
Suite 5200 _____
Street Address: 600 Peachtree Street, NE
City: Atlanta State GA Zip: 30308

6. Total number of applications and registrations involved:..... 2

7. Total fee (37 CFR 3.41)..... \$ 65.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
20-1507

(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.

Daniele E. Bourgeois Daniele E Bourgeois September 7, 2001
Name of Person Signing Signature Date

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

09/13/2001 LMUELLER 00000113 76084349

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

01 FC:481
02 FC:482

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**CONDITIONAL ASSIGNMENT AND
TRADEMARK SECURITY AGREEMENT**

THIS CONDITIONAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (the "Agreement") is made as of the 31st day of July, 2001, by **Lobelson-McCabe Inc.**, a Delaware corporation (the "Borrower"), in favor of **Capital Business Credit, a division of Capital Factors, Inc.** (the "Secured Party").

WHEREAS, the Borrower and the Secured Party have entered into a Loan and Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"; capitalized terms used herein without definition shall have the meanings ascribed to such terms in the Loan Agreement), pursuant to which the Secured Party has agreed to make certain loans and other financial accommodations available to the Borrower (the "Loans"); and

WHEREAS, in order to induce the Secured Party to enter into the Loan Agreement and to make the Loans, the Borrower has agreed to assign to the Secured Party certain trademark rights as described herein.

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

1. Grant of Security Interest.

To secure the complete and timely payment and performance of all Obligations, the Borrower hereby grants, assigns and conveys to the Secured Party a security interest in the Borrower's entire world-wide right, title and interest in and to the trademarks and their respective registrations and applications for registration listed in **Schedule A** attached hereto and by reference made a part hereof, together with the goodwill of the business symbolized by the trademarks, all licenses relating thereto, and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements (all of which trademarks, trademark registrations, applications for registration, goodwill, licenses, proceeds, and other rights are collectively called the "Trademarks").

2. Representations and Warranties.

The Borrower represents and warrants that with respect to each of the Trademarks:

(a) Except as noted on Schedule A, the Trademarks are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, in the United States of America (the "U.S.") or in any of the respective states thereof;

(b) The Trademarks listed on Schedule A constitute all of the trademark applications and registrations owned by the Borrower;

(c) Except as noted on Schedule A, each of the Trademarks is valid and enforceable in the U.S. and the respective states thereof (except where the validity or enforceability thereof would not be material to the Borrower's business, and except for the Trademark application listed on Schedule A as having been filed in the Dominican Republic) and all claims by others to rights in the Trademarks of which the Borrower is aware, including, without limitation, licenses, are noted on Schedule B attached hereto and by reference made a part hereof;

(d) Except as noted on Schedule B, the Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to such Trademarks, free and clear of any liens, charges, encumbrances, mortgages, hypothecations, pledges, liens, security interests or claims of any kind, including, without limitation, covenants by the Borrower not to sue third persons and licenses,

(e) The Borrower has made all necessary applications, filings and recordations to protect and maintain its interest in the Trademarks listed on Schedule A, including, without limitation, all necessary filings and recordations in the U.S. Patent and Trademark Office; and

(f) The Borrower has the unqualified right, power and authority to execute, deliver and perform this Agreement.

3. Conditional Grant of Security Interest in Additional Trademarks.

If, before the Obligations shall have been satisfied in full and the Secured Party's commitment to lend under the Loan Agreement shall have been terminated, the Borrower shall have or obtain ownership of any trademark, including any registration or application therefor, with respect to goods sold (the "Goods") and services rendered (the "Services") in the Borrower's business, the provisions of Paragraph 1 shall automatically apply thereto, and also to any composite marks or other marks of the Borrower which are confusingly similar to such mark, and Borrower shall give to the Secured Party as soon as practicable written notice thereof. This Paragraph 3 shall not apply to trademarks which are owned by others and licensed to the Borrower. The Borrower shall perform all acts and execute all documents reasonably requested (including any amendments hereto) by the Secured Party at any time and from time to time to evidence, perfect, maintain, record and enforce the Secured Party's security interest in the Trademarks, including, without limitation, any trademarks falling under this Paragraph 3.

4. Modification of Agreement.

The Borrower authorizes the Secured Party to modify this Agreement by amending Schedule A to include any additional trademarks, registrations and applications for registration thereof which are Trademarks under Paragraph 1 or Paragraph 3 hereof, and to have this Agreement, as amended, or any other document evidencing the security interest granted therein, recorded in the U.S. Patent and Trademark Office at the expense of the Borrower. The representations and warranties of the Borrower shall be deemed to be remade and restated by the Borrower as of the date of the amendment of Schedule A with respect to all Trademarks listed on the amended Schedule A at that time.

5. Covenants of Borrower.

(a) The Borrower covenants as follows: (i) it will maintain the high standard of quality which has become associated with the Trademarks consistent with commercially reasonable business practices; (ii) the Secured Party from time to time and upon reasonable request shall have the right to inspect samples of the Goods, the procedures and facilities used to provide Services, the premises at which the Goods are produced and at which the Services are performed and records relating to the Trademarks at the premises where such records are kept; and (iii) the Secured Party shall have the right to prevent use of the Trademarks on Goods and Services which are not of high quality, all so as to preserve the goodwill symbolized by the Trademarks.

(b) The Borrower further agrees that: (i) it will use and not abandon or do any act or omit to do any act that may cause or contribute to the abandonment of any Trademark, or permit the expiration of any registration of any Trademark listed on Schedule A, provided, however, the Borrower may cease to use, abandon, or permit the expiration of any registration of any such Trademark that is not material to its business with the prior written consent of the Secured Party (which consent shall not be unreasonably withheld); (ii) it shall give the Secured Party written notice, and a complete copy, of any license of any Trademark (but the failure to do so shall not constitute a default hereunder); and (iii) all uses of the Trademarks by it or its permitted licensees will include such notices of registration as are required or authorized from time to time under applicable law.

(c) With respect to each Trademark listed on Schedule A, the Borrower agrees to take all commercially reasonable steps, including, without limitation, in the U.S. Patent and Trademark Office or in any court, to (i) maintain each such Trademark, and (ii) pursue each such application for trademark registration, now or hereafter included in the Trademarks under this Agreement, including, without limitation, the filing of responses to office actions issued by the U.S. Patent and Trademark Office, the filing of applications for renewal, the filing of affidavits under Sections 8 and 15 of the United States Trademark Act, the participation in opposition, cancellation and infringement and misappropriation proceedings and the payment of fees and taxes incurred in connection therewith. Notwithstanding the foregoing, if the Borrower determines that any such Trademark is not material to the Borrower's business, the Borrower may, with the prior written consent of the Secured Party, elect not to pursue any such infringement action. The

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Trademark Security Agreement

Secured Party hereby consents to the Borrower's refraining from pursuing the application for the Trademark, FANTASTIC FIT, or responding to the office action against such Trademark that is noted on Schedule A, in the Borrower's discretion. The Borrower agrees to take corresponding steps with respect to each new or acquired trademark, trademark registration, or application therefor covered by Paragraph 3 hereof. Any expenses incurred in connection with such activities shall be borne by the Borrower, and the Borrower agrees to as soon as practicable provide the Secured Party with written notice of any such actions or proceedings.

(d) The Borrower shall perform all acts and execute all documents reasonably requested by the Secured Party at any time and from time to time to evidence, perfect, maintain, record and enforce the Secured Party's security interest in the Trademarks, including, without limitation, any trademarks falling under Paragraph 3.

(e) Until all of the Obligations shall have been satisfied in full and the Secured Party's commitment to lend under the Loan Agreement shall have been terminated, the Borrower will not enter into any agreement which is inconsistent with the Borrower's obligations under this Agreement without the Secured Party's prior written consent.

6. Remedies Upon Default; Power of Attorney.

(a) In addition to the grant of the security interest contained in Paragraphs 1 and 3 hereof, if any Event of Default under the Loan Agreement shall have occurred and be continuing, or if the Borrower fails to perform any agreement or to meet any of its obligations hereunder, which failure shall continue for a period of thirty (30) days after written notice thereof has been given to the Borrower by the Secured Party, upon the election of the Secured Party, all right, title and interest in and to the Trademarks shall be automatically granted, assigned, conveyed and delivered to the Secured Party or its designee. The Borrower hereby irrevocably constitutes and appoints the Secured Party and any officer, agent or employee thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Borrower and in the name of the Borrower or the Secured Party's own name or the name of the Secured Party's designee, all acts of said attorney being hereby ratified and confirmed, upon the occurrence and during the continuance of an Event of Default: (i) to complete, date, execute and file, or cause to be filed, the Assignment attached hereto as Exhibit A and incorporated hereby by reference (the "Assignment") in the U.S. Patent and Trademark Office and in all other applicable offices, and to execute and deliver any and all documents and instruments which may be necessary or desirable to accomplish the purpose of the Assignment, including, without limitation, the right (but not the obligation) to prosecute applications in the name of the Borrower or the Secured Party, and to take any other actions deemed necessary by the Secured Party to maintain such registrations in effect; (ii) to collect proceeds from the Trademarks (including, by way of example, license royalties and proceeds of infringement suits); (iii) to convey in any transaction authorized by the Loan Agreement, any Goods covered by the registrations applicable to the Trademarks to any purchaser thereof; and (iv) to make payment or to discharge taxes or liens levied or placed upon or threatened against any goods covered by the Trademarks, the legality or validity thereof and the amounts necessary to discharge the same to be determined by the Secured Party in its sole discretion, and such

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payments made by the Secured Party to become the obligations of the Borrower to the Secured Party, due and payable immediately without demand. Such power, being coupled with an interest, is irrevocable until the Obligations have been paid in full.

(b) The Secured Party shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be enforceable, and, without limiting the generality of the foregoing, the Secured Party may, if any Event of Default under the Loan Agreement shall have occurred and be continuing, immediately, without demand or performance and without other notice (except as set forth below) or demand whatsoever to the Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, the Trademarks, together with the goodwill of the business symbolized by the Trademarks, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds in accordance with the terms of the Loan Agreement. Notice of any sale or other disposition of the Trademarks shall be given to the Borrower at least five (5) business days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which the Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Secured Party or any Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of the Borrower, which right is hereby waived and released. The Borrower hereby agrees to execute any documents reasonably requested by the Secured Party in connection with any disposition hereunder.

(c) Upon the occurrence of the conditional assignment provided for herein, the Borrower shall have no right, title, or interest in or to any of the Trademarks and the Borrower shall cease and desist in the use of the Trademarks and of any colorable imitation thereof, and shall, upon written demand of the Secured Party, or pursuant to the terms of the Loan Agreement, deliver to the Secured Party all Goods bearing the Trademarks.

7. Termination of Agreement.

At such time as the Borrower shall completely satisfy all of the Obligations and the Secured Party's commitment to lend under the Loan Agreement shall have been terminated, the Secured Party shall execute and deliver to the Borrower all releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in the Borrower title to the Trademarks and the goodwill of the business symbolized by the Trademarks, subject to any disposition thereof which may have been made by the Secured Party pursuant hereto.

8. Limitation of Liability and Indemnification.

The Borrower hereby releases the Secured Party from, and agrees to hold the Secured Party free and harmless from and against, any claims arising out of any action taken or omitted to be taken with respect to the Trademarks (except to the extent of the Secured Party's gross

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negligence or willful misconduct), and the Borrower agrees to indemnify the Secured Party from and against any and all claims, demands, suits, losses, damages or other expenses (including reasonable attorneys' fees) arising from or in any way related to the Trademarks and any trademark infringement claim.

9. Waiver and Amendment.

(a) No course of dealing between the Borrower 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 thereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

(b) This Agreement is subject to modification only by a writing signed by the parties hereto.

10. Cumulative Rights.

All of the Secured Party's rights and remedies with respect to the Trademarks, whether established hereby or under the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

11. Severability.

The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Survival.

The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

13. Counterparts.

This Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument and any of the parties hereto may execute this Agreement by signing any such counterpart.

14. Choice of Law.

The validity, construction and enforcement of this Agreement, and the determination of the rights and duties of the parties hereto shall be governed by the laws of the State of Georgia

regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

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

LOBELSON-MCCABE INC.

By: Jeffrey W. Lobelson

Name: Jeffrey W. Lobelson

Title: President

**CAPITAL BUSINESS CREDIT, a division
of Capital Factors, Inc.**

By: _____

Name: _____

Title: _____

regardless of any choice of law or other provision that would result in the application of the laws of any other jurisdiction.

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

LOBELSON-MCCABE INC.

By: _____
Name: Jeffrey W. Lobelson
Title: President

**CAPITAL BUSINESS CREDIT, a division
of Capital Factors, Inc.**

By: Ron Warnock
Name: Ron Warnock
Title: Vice President

SCHEDULE A

LISTING OF TRADEMARK REGISTRATIONS AND APPLICATIONS

1. AWARD - Registration with the United States Patent and Trademark Office under Reg. No. 2,055,113 and Ser. No. 75-104,811.
2. FANTASTIC FIT - Application filed with the United States Patent and Trademark Office on July 6, 2000, under Ser. No. 76/084349. Notice of office action issued against this application on June 18, 2001.
3. AWARD - Application number 20010507 filed on January 3, 2001 for registration in the Dominican Republic.

SCHEDULE B

LIENS AND CLAIMS OF THIRD PARTIES

Licenses and/or limited rights to use the Trademarks granted to Borrower's suppliers and/or manufacturers.

EXHIBIT A

ASSIGNMENT OF TRADEMARKS AND GOODWILL

THIS ASSIGNMENT dated the ___ day of _____, 200___, from **Lobelson-McCabe Inc.**, a Delaware corporation (the "Assignor"), to **Capital Business Credit, a division of Capital Factors, Inc.** (the "Assignee"), recites and provides:

WHEREAS, the Assignor is the owner of certain trademarks and service marks and the registrations and applications to register therefor listed in Schedule A hereto (the "Trademarks"); and

WHEREAS, the Assignee desires to obtain, pursuant to the July ___, 2001, Loan and Security Agreement between the Assignor and the Assignee, all of the Assignor's right, title and interest in all such Trademarks.

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the Assignor hereby grants, assigns and conveys to the Assignee, its successors and assigns, the entire right, title and interest of the Assignor in and to the Trademarks, including without limitation all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, together with the goodwill of the business symbolized by the Trademarks. The Assignor acknowledges that it has granted the Assignee the right to secure the assets of the Assignor associated with the business symbolized by the Trademarks under separate agreement.

The Assignor further agrees to execute such further instruments and documents and perform such further acts as the Assignee may deem necessary to secure to the Assignee the rights herein conveyed.

The Assignor warrants and represents that it is the sole owner of the interest conveyed hereunder and that such interest is not the subject of any prior transfer, assignment, lien, mortgage or other transaction which would affect the Assignor's ability to transfer such interest.

The Assignor further agrees to indemnify the Assignee for any breach of the above warranty.

IN WITNESS WHEREOF, the Assignor has executed this Assignment as of the day and year first above written.

LOBELSON-MCCABE INC.

By: _____
Name: _____
Title: _____

SCHEDULE A

LISTING OF TRADEMARK REGISTRATIONS AND APPLICATIONS

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Trademark Security Agreement

RECORDED: 09/07/2001

**TRADEMARK
REEL: 002365 FRAME: 0663**