

12-20-2001



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

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (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):
Robison-Anton Textile Co.
12 6 01
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____

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

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

Execution Date: October 11, 2001

2. Name and address of receiving party(ies)
Name: First Union National Bank
Internal
Address: _____
Street Address: 370 Scotch Road
City: West Trenton State: NJ Zip: 08628

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

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76229352

B. Trademark Registration No.(s)
2074087
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brett R. Harris, Esq.
Internal Address: Wilentz, Goldman & Spitzer, P.A.
Street Address: 90 Woodbridge Center Drive
City: Woodbridge State: NJ Zip: 07095

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:

(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

Brett R. Harris, Esq.

Brett R Harris
Signature

12/7/2001
Date

Name of Person Signing

12/20/2001 DBYRNE 00000005 76229352

Total number of pages including cover sheet, attachments, and document 7

01 FC:481
02 FC:482

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

TRADEMARK SECURITY AGREEMENT

This Trademark Security Agreement ("Security Agreement") entered into as of October 11, 2001 by and between First Union National Bank, a national banking association having an office at 370 Scotch Road, West Trenton, New Jersey 08628 ("Bank"), and Robison-Anton Textile Co., a New Jersey corporation having an address at 175 Bergen Boulevard, Fairview, New Jersey 07022 (the "Grantor").

WHEREAS, Grantor is obligated to the Bank, among other things, under the terms of that certain Loan and Security Agreement dated the date hereof by and between Grantor, one or more other borrowing entities and Bank, as the same may be amended, restated, supplemented and/or released from time to time (the "Credit Agreement"), and under the other Credit Documents (as defined in the Credit Agreement); and

WHEREAS, Bank has agreed to provide credit to the Grantor and other related parties on the condition, among others, that Grantor grant a security interest to the Bank in the trademarks described herein as security for the Obligations (as defined in the Credit Agreement).

NOW, THEREFORE, in consideration of the premises set forth in this Security Agreement, and for other good and valuable consideration, receipt of which is hereby acknowledged, the Bank and the Grantor agree as follows:

1. **Grant of Security Interest.** In order to secure the complete and timely satisfaction of all Obligations owing from the Grantor to the Bank, the Grantor hereby pledges, mortgages and grants a first-priority security interest to the Bank in and to the following.

1.1 All trademarks, trademark registrations and trademark applications and the goodwill associated therewith of the Grantor set forth in Schedule 1 and (a) any similar marks or amendments, modifications and renewals thereof and the goodwill represented by those trademarks thereon; (b) all rights to income, royalties, profits, damages, or other rights relating to said trademarks including the right to sue for past, present or future infringement; and (c) any other rights and benefits relating to said trademarks including and rights as a licensor or licensee of trademark ("Trademarks").

2. **No Liens, Etc.** The Grantor agrees that it will not, without the prior written consent of the Bank, assign or transfer, pledge, mortgage, license or allow a security interest or lien to be taken by anyone other than the Bank in said Trademarks, or take any other acts which are contrary to or inconsistent with the rights granted to the Bank in this Security Agreement and will not cease the use of any Trademark or take any action or fail to take any action which will result in the cancellation or expiration of any or Trademark registrations covered by this Security Agreement without the prior written agreement of the Bank.

3. **Grantor's Obligation to Maintain and Enforce Rights.** The Grantor further agrees that it has the obligation at its own cost, unless otherwise consented to in writing by the Bank:

3.1 To take all action necessary to properly maintain and renew all registrations for Trademarks which are subject to this Security Agreement for the full term or terms allowed by law including but not limited to the appropriate and timely filing of any documents or declarations necessary to maintain and renew said registrations for Trademarks (including the filing of a declaration of incontestability under § 15 of the United States Trademark Act where possible) which may be necessary or appropriate under applicable law.

3.2 To defend such Trademarks from attack on the validity and enforceability thereof.

4. **Events of Default.** The failure by the Grantor to perform any of the terms or conditions of this Security Agreement or the terms and conditions underlying any of the Obligations, after the expiration of any applicable cure period, shall constitute a material default. Upon the occurrence of such a default and upon the receipt by the Grantor of appropriate written notice from the Bank required, if any, under any agreement delivered in connection with any of the Obligations, the Grantor hereby authorizes and grants a power of attorney to the Bank to take any action as may be deemed to be necessary with respect to said Trademarks including but not limited to the assignment of all said Trademarks from the Grantor to the Bank. This right may be exercised in addition to any other rights and remedies which may be available under applicable laws or any other agreement delivered in connection with any of the Obligations.

5. **No Waiver.** The failure by the Bank to exercise any right under this Security Agreement shall not operate as a waiver thereof and shall not bar the Bank from continuing to exercise said rights in the future.

6. **Governing Law.** This Security Agreement is to be governed by the laws of the State of New Jersey and is binding on the parties and their successors and assigns. The Grantor may not assign nor transfer any part of its obligations under this Security Agreement either expressly or by operation of law without consent of the Bank.

7. **Severability.** The terms of this Security Agreement are severable. If any term shall be found to be invalid or unenforceable, it shall not affect the validity of the remaining terms.

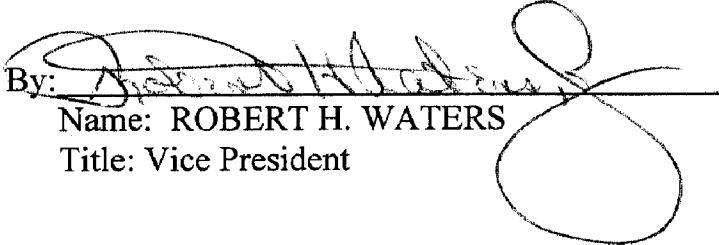
8. **Further Actions.** The Grantor agrees to execute any other documents and take any further action upon the request of the Bank as may be deemed necessary to effectuate to the terms of this Security Agreement and/or to the assignment of the Trademarks.

IN WITNESS WHEREOF, the parties hereto have duly executed this Security Agreement as of the 11th day of October, 2001.

ROBISON-ANTON TEXTILE CO.

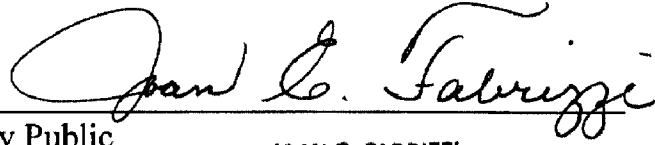
By: 
Name: BRUCE N. ANTON
Title: President

FIRST UNION NATIONAL BANK

By: 
Name: ROBERT H. WATERS
Title: Vice President

STATE OF NEW JERSEY :
 : SS:
COUNTY OF MIDDLESEX :

On this 11th day of October, 2001, before me personally came BRUCE N. ANTON, known to be the President of Robison-Anton Textile Co. who is described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.

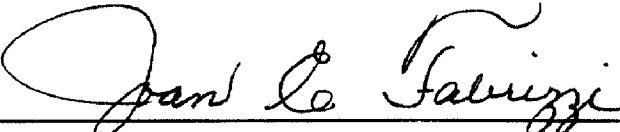


Notary Public

JOAN E. FABRIZZI
NOTARY PUBLIC, State of New Jersey
My Commission Expires Feb. 24, 2005

STATE OF NEW JERSEY :
 : SS:
COUNTY OF MIDDLESEX :

On this 11th day of October, 2001, before me personally came ROBERT H. WATERS, known to be the Vice President of First Union National Bank who is described in and who executed the foregoing instrument, and he acknowledged to me that he executed the same.



Notary Public

JOAN E. FABRIZZI
NOTARY PUBLIC, State of New Jersey
My Commission Expires Feb. 24, 2005

SCHEDULE 1
(Trademarks)

ACTIVE TRADEMARK REGISTRATIONS OWNED BY ROBISON-ANTON TEXTILE CO.			
REGISTERED MARKS	SERIAL NUMBER	REGISTRATION NUMBER & DATE	REGISTRATION CLASS
RA	75186101	2074087 June 24, 1997	3
RA MINI KING	76229352	ITU	3

#1979259 (116721.067)

-6-

Express Mail Tracking Label
 Number EF263974539US
 Date of Deposit December 7, 2001
 I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Bruce K. Harris
 Name

#2060596 (116721.069)

RECORDED: 12/06/2001

TRADEMARK
REEL: 002410 FRAME: 0110