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12-26-2001

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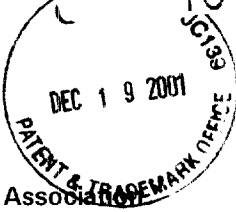
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To the Honorable Commissioner of Pat

shed original documents or copy thereof.

1. Name of conveying party(ies):
Gingiss Formalwear, Inc.

12/19/01



- Individual(s)
 - General Partnership
 - Corporation-State DE
 - Other
- Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)

Heller Financial, Inc.

Internal Address: _____

Street Address : 500 West Monroe Street

City: Chicago State: IL Zip: 60661

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

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: December 12, 2001

4. Application number(s) or trademark

A. Trademark Application No.(s)
- NONE -

B. Trademark Registration
1597925

Additional numbers attached? NO

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

Name: _____

Internal Address: _____

Street Address: **Feedfax
Crystal Plaza One
Suite 1207
2001 Jefferson Davis Hwy.
Arlington, Virginia 22202**

City: _____ Stat _____ Zi _____ L

6. Total number of applications and registrations



7. Total fee (37 CFR 3.41)..... \$ 40.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

12/21/2001 TDIAZ1 00000222 1597925

DO NOT USE THIS SPACE

01 FC1481 40.00 UP

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 of the original document.

Rebecca L. Foley
Name of Person

Rebecca L. Foley
Signature

12/14/01
Date



Total number of pages including cover sheet, attachments, and

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



TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") made as of the 12th day of December, 2001 by GINGISS FORMALWEAR, INC., a Delaware corporation ("**Grantor**") in favor of Heller Financial, Inc., a Delaware corporation, in its capacity as Agent for the Lenders party to the Credit Agreement (defined below) ("**Grantee**").

W I T N E S S E T H

WHEREAS, Grantee, GII Acquisition, Inc., an Illinois corporation ("**GII**"), Gary's Operating, Inc., a Delaware corporation ("**Gary's Operating**"), and the financial institutions party thereto as Lenders are parties to a certain Second Amended and Restated Credit Agreement of even date (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "**Credit Agreement**") providing for the extensions of credit to be made to GII and Gary's Operating by Lenders;

WHEREAS, as a wholly-owned Subsidiary of GII, the Grantor acknowledges it will receive substantial direct and indirect benefits by the making of loans and other financial accommodations to or for the benefit of GII by the Lenders; and

WHEREAS, it is a condition precedent to the making of loans and other financial accommodations to or for the benefit of GII and Gary's Operating by the Lenders that the Grantor execute and deliver this Agreement; and

WHEREAS, pursuant to the terms of the Amended and Restated Security Agreement dated January 30, 2001 by and between Grantor and Grantee (as the same has been and may hereafter be amended, restated, supplemented or otherwise modified from time to time, and as reaffirmed on the date hereof by Grantor, the "**Security Agreement**"), Grantor has granted to Grantee, for the benefit of Lenders, a security interest in substantially all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined in the Security Agreement), together with the goodwill of the business symbolized by Grantor's Trademarks, and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor to Grantee and the Lenders.;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Grantor agrees as follows:

1. Incorporation of Credit Agreement and Security Agreement. The Credit Agreement and Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Security Agreement.
2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Obligations, Grantor hereby grants to Grantee, and hereby reaffirms its prior grant pursuant to the Security Agreement of, a continuing security interest in Grantor's entire right, title and interest in and to the following (all of the following items or types of property being herein collectively referred to as the "**Trademark Collateral**"), whether now owned or existing or hereafter created or acquired.

- a. each Trademark listed on Schedule 1 annexed hereto, together with any reissues, continuations or extensions thereof, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark; and
 - b. all products and proceeds of the forgoing, including without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark, or (b) injury to the goodwill associated with any Trademark.
3. Warranties and Representations. Grantor warrants and represents to Grantee that:
- a. Grantor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances, including without limitation licenses and covenants by Grantor not to sue third persons;
 - b. Grantor has no notice of any suits or actions commenced or threatened with reference to any Trademark; and
 - c. Grantor has the unqualified right to execute and deliver this Agreement and perform its terms.
4. Restrictions on Future Agreements. Grantor agrees that until Grantor's Obligations shall have been satisfied in full and the Credit Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee, sell or assign its interest in, or grant any license under, any Trademark or enter into any other agreement with respect to any Trademark, and Grantor further agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to Grantee under this Agreement.
5. Product Quality. Grantor agrees (i) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices, and (ii) to provide Grantee, upon Grantee's request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence of an Event of Default, Grantor agrees that Grantee, or a conservator appointed by Grantee, shall have the right to establish such additional product quality controls as Grantee, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.
6. Grantee's Right to Sue. After an Event of Default, Grantee shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Grantee shall commence any such suit, Grantor shall, at the request of Grantee, do any and all lawful acts and execute any and all proper documents required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all costs and expenses incurred by Grantee in the exercise of its rights under this Section 6.
7. Cumulative Remedies; Power of Attorney. Grantee hereby acknowledges and affirms that the rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Grantor hereby authorizes Grantee upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee

60020155.2

may select, in its sole discretion, as Grantor's true and lawful attorney-in-fact, with power to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Grantee in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Credit Agreement has been terminated. Grantor hereby further acknowledges and agrees that the use by Grantee of the Trademarks shall be worldwide, except as limited by their terms, and without any liability for royalties or related charges from Grantee to Grantor.

*-Remainder of Page Intentionally Left Blank -
[Signature Page Follows]*

IN WITNESS WHEREOF, Grantor has duly executed this Agreement as of the date first written above.

GINGISS FORMALWEAR, INC., a Delaware corporation

By: Richard Vanderweil
Name: Richard Vanderweil
Title: CFO

Agreed and Accepted as of the
day and year first written above:

HELLER FINANCIAL, INC., a Delaware corporation,
as Agent

By: Maura E. Fitzgerald
Name: Maura E. Fitzgerald
Title: Assistant Vice President

Trademark Security Agreement

TRADEMARK
REEL: 002412 FRAME: 0210

SCHEDULE A

TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Expiration Date</u>
GROOMSERVICE	1597925	May 22, 2010

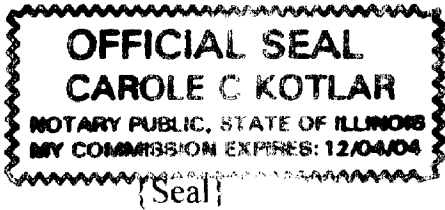
Trademark Security Agreement

TRADEMARK
REEL: 002412 FRAME: 0211

ACKNOWLEDGEMENT

STATE OF ILLINOIS)
) ss.
COUNTY OF DePue)

On the 12th day of December, 2001, before me personally appeared RICHARD VANDERWAL, to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument, who being by me duly sworn, did depose and say that s/he is CFO of Gingiss Formalwear, Inc., a Delaware corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; and that s/he acknowledged said instrument to be the free act and deed of said corporation.



Carole C Kotlar
Notary Public

My commission expires:

12-4-04

Trademark Security Agreement