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01-15-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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

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

1. Name of conveying party(ies):

BROOKS BROTHERS, 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: UNICREDITO ITALIANO Internal Address: NEW YORK BRANCH

Street Address: 375 Park Avenue City: New York State: NY Zip: 10152

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

Other: New York Branch of an Italian Banking Corporation

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: 12-28-01

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

A. Trademark Application No.(s)

See Full Listing attached.

B. Trademark Registration No.(s)

See Full Listing Attached

Additional number(s) attached Yes No

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

Name: ANTHONY S. CANNATELLA, ESQ.

Internal Address: PAVIA & HARCOURT LLP

Street Address: 600 Madison Avenue

City: New York State: NY Zip: 10022

6. Total number of applications and registrations involved:

80

7. Total fee (37 CFR 3.41) \$ 2,015

- 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.

Eugene Feola Name of Person Signing

Signature

Dec. 28, 2001 Date

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

01/14/2002 LWELLER 0000379 772479

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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TRADEMARK REEL: 002417 FRAME: 0392

REGISTRATIONS

ITEM NO.	REGISTRATION NO.	TRADEMARK	REGISTRATION DATE
1	772,479	"346"	06/30/64
2	640,370	THE SIGN OF THE GOLDEN FLEECE BROOKS BROTHERS (AND DESIGN)	01/22/57
3	276,855	POLO	10/28/30
4	1,949,837	DESIGN ONLY (HANGING LAMB)	01/23/96
5	1,796,589	DESIGN ONLY (HANGING LAMB IN CIRCLE)	10/05/93
6	1,796,512	DESIGN ONLY (HANGING LAMB IN CIRCLE)	10/05/93
7	404,792	BROOKS BROTHERS ESTABLISHED 1818 (AND DESIGN)	12/21/43
8	404,790	BROOKS BROTHERS ESTABLISHED 1818 (AND DESIGN)	12/21/43
9	404,683	BROOKS BROTHERS ESTABLISHED 1818 (AND DESIGN)	12/14/43
10	404,625	BROOKS BROTHERS ESTABLISHED 1818 (AND DESIGN)	12/07/43
11	1,839,876	BROOKS BROTHERS	06/14/94
12	1,835,798	BROOKS BROTHERS	05/10/94
13	1,835,478	BROOKS BROTHERS	05/10/94
14	1,771,690	BROOKS BROTHERS	05/18/93
15	1,750,407	BROOKS BROTHERS	02/02/93
16	667,458	BROOKS BROTHERS	09/23/58
17	1,562,925	PEAL	10/31/89
18	1,354,158	BROOKS-BLEND	08/13/85
19	1,033,956	BROOKS-AIRE	02/17/76
20	2,439,280	BB (SHIELD AND DESIGN)	03/27/01

ITEM NO.	REGISTRATION NO.	TRADEMARK	REGISTRATION DATE
21	2,185,431	BB 1818 BROOKS BROTHERS	09/01/98
22	2,187,215	BB 1818	09/08/98
23	867,673	BROOKS BROTHERS (SCRIPT)	04/01/69
24	282,734	GOLF	04/28/31
25	1,683,557	THE GOLDEN FLEECE COLLECTION (AND DESIGN)	04/21/92
26	1,949,836	GOLDEN FLEECE (AND DESIGN)	01/23/96
27	177,574	GOLDEN FLEECE (AND DESIGN)	12/18/23
28	1,908,540	GOLDEN FLEECE	08/01/95
29	1,372,655	FEATHERTWEED	11/26/85
30	585,767	BROOKSWEAVE (SCRIPT)	02/16/54
31	781,452	BROOKSTWEED	12/08/64
32	1,291,279	BROOKSUEDE	08/21/84
33	2,498,929	BROOKS STRETCH	10/16/01
34	1,432,985	BROOKS LISLE	03/17/87
35	103,992	DESIGN ONLY (HANGING LAMB DESIGN)	04/27/15
36	840,920	BROOKSEASE	12/19/67
37	1,905,025	BROOKSCLOTH SHIRT COLLECTION	07/11/95
38	1,232,809	BROOKSCLOTH	03/29/83
39	2,498,978	THE BROOKS CARD	10/16/01
40	1,640,545	PEAL & CO.	04/09/91
41	1,533,110	PEAL & CO.	04/04/89
42	2,523,247	BROOKS BASICS	10/25/01
43	1,007,938	BROOKSGATE	04/01/75
44	2,150,803	DESIGN ONLY (HANGING LAMB)	04/14/98

APPLICATIONS

ITEM NO.	APPLICATION NO.	TRADEMARK	FILING DATE
1	75/824,347	346	10/15/99
2	78/042,658	BROOKS LOOKS	01/10/01
3	75/824,346	346 BASICS	10/15/99
4	78/043,424	DIGITAL TAILORING	1/16/01
5	78/043,423	DIGITAL TAILOR	01/16/01
6	75/824,348	346 SPORTS	10/15/99
7	76/249,858	ADVANTAGE CHINO	05/02/01
8	76/042,494	SB3	05/05/00
9	76/093,173	346	07/20/00
10	78/042,662	BROOKSLADIES	01/10/01
11	78/042,669	BROOKSGIRLS	01/10/01
12	78/042,671	BROOKSMAIL	01/10/01
13	78/042,668	BROOKSSUIT	01/10/01
14	78/042,667	BROOKSMEN	01/10/01
15	76/002,856	BB (STYLIZED)	03/17/00
16	78/042,664	BROOKSTEENS	01/10/01
17	76/246,075	BBWOMAN	04/25/01
18	78/042,661	BROOKSWOMEN	01/10/01
19	78/042,660	BROOKSKIDS	01/10/01
20	78/060,954	BROOKSSTORM	4/28/01
21	78/042,659	BROOKSBOYS	01/16/01
22	76/231,211	BROOKS FLEX	3/27/01
23	78/053,283	BROOKS SHIRTS	03/15/01
24	78/053,282	BROOKSBROTHERS.COM	3/15/01
25	76/246,076	BBWOMEN	4/25/01
26	78/042,665	BROOKSMAN	01/10/01
27	76/008,012	BROOKS BONUS	03/23/00

ITEM NO.	APPLICATION NO.	TRADEMARK	FILING DATE
28	76/024,023	BROOKS BROTHERS 346 PERFORMANCE	4/12/00
29	76/024,283	BROOKS BROTHERS 346	4/12/00
30	76/024,284	BROOKS BROTHERS PERFORMANCE	04/12/00
31	75/814,554	BBSHIRTS.COM	10/04/99
32	76/002,549	BBSHIRTS	03/17/00
33	75/806,141	BROOKS JR.	09/22/99
34	76/249,859	BROOKS BROTHERS MAKERS	05/02/01
35	78/050,718	SB 2	02/28/01
36	76/264,303	BROOKS PERFORMANCE	05/29/01

NOTICE OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, **Brooks Brothers, Inc.** a Delaware corporation with an office at 380 Madison Avenue, New York, New York ("Grantor"), has adopted, used and is using the marks as shown on attached Schedule A hereto, which are registered, or have pending application for registration, on the Principal Register in the United States Patent and Trademark Office, together with any trademarks in which only common law rights exist (collectively, the "Trademarks"); and

WHEREAS, **UniCredito Italiano – New York Branch**, with offices at 375 Park Avenue, New York, New York 10152-0099 (the "Bank"), and Retail Brand Alliance, Inc., a Delaware corporation ("RBA") are parties to a certain Letter Agreement dated December 27, 2000 (the "Original Letter Agreement"), and amended by a First Amendment to Credit Facility, dated as of September 6, 2001 (the "First Amendment") and further amended by a Second Amendment to Credit Facility, dated November 5, 2001 (the "Second Amendment"; the Original Letter Agreement, as amended, the "Amended Letter Agreement"), pursuant to which the Bank agreed to make available a certain evergreen credit facility (the "Credit Facility"), as well as a certain bridge loan facility (the "BB Facility") to be used solely to fund the acquisition (the "BB Acquisition") of the voting securities or assets of Grantor or an affiliate thereof, and to cover expenses, restructuring charges and working capital requirements in connection with the BB Acquisition; and

WHEREAS, RBA has entered into a Stock Purchase Agreement with Marks & Spencer Finance, Inc., dated as of November 22, 2001 (the "Purchase Agreement"), pursuant to which RBA shall acquire one hundred percent (100%) of the common stock of Grantor, consisting of one (1) share of common stock, par value \$1.00 (the "Pledged BB Shares"); and

WHEREAS, in order to induce the Bank to enter into the Second Amendment and to extend the BB Facility, RBA agreed to enter, and has, simultaneously with the execution and delivery here of, entered into a certain Security Agreement with the Bank, of even date herewith (the "RBA Security Agreement"), pursuant to which RBA, as security for the payment and performance of the obligations of RBA under BB Note, the Amended Letter Agreement and the other Loan Documents, granted to the Bank a security interest in, *inter alia*, the voting securities of Grantor, and agreed to cause Grantor, at the closing of the BB Acquisition, to grant to the Bank a security interest in certain assets of Grantor; and

WHEREAS, consistent with the terms of the RBA Security Agreement, and in consideration of the fact that the BB Facility will be used, in part, to provide working capital for the operation of Grantor, Grantor has entered into a certain Security Agreement with the Bank, of even date herewith (the "BB Security Agreement") pursuant to which BB, as security for the payment and performance of the obligations of RBA under BB Note, the Amended Letter Agreement and the other Loan Documents, granted to the Bank a security interest in, certain assets of Grantor, including, *inter alia*, a security interest in and to said Trademarks and the registrations thereof, all related goodwill, together with any and all related certificates of or applications for registration, as well as the right to sue for any past infringement of the Trademarks.

