

04-11-2002

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



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

Tab settings

102052239

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

1. Name of conveying party(ies):
ESPRIT DE CORP.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 12, 2002

2. Name and address of receiving party(ies)

Name: WELLS FARGO RETAIL FINANCE, LLC

Internal Address: Suite 1300

Street Address: 1 Boston Place

City: Boston State: MA Zip: 02108

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited liability company -- Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (N/A)
(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) _____
Please see attached schedules.

B. Trademark Registration No.(s) _____
Please see attached schedules

Additional number(s) attached Yes No

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

Name: Kate Cregor

Internal Address: Brobeck Phleger & Harrison LLP
Suite 2100

Street Address: 550 South Hope Street

City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 37

7. Total fee (37 CFR 3.41).....\$ 965.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

N/A

DO NOT USE THIS SPACE

9. Signature.

Kate Cregor
Name of Person Signing

April 5, 2002
Date

Total number of pages including cover sheet, attachments, and document: 36

Refund Ref: 04/12/2002 BTOM11 0000116100

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

CHECK Refund Total: \$25.00

TRADEMARK
REEL: 002480 FRAME: 0312

SCHEDULE A-1
to the Trademark Security Agreement

Registered Trademark Collateral of Esprit de Corp.

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
1. CAFFE ESPRIT [±]	42 Restaurant services, in Class 42	United States	1,453,688 08/18/87
2. CAFFE ESPRIT (Stylized) [±]	42 Restaurant services, in Class 42	United States	1,526,188 02/21/89
3. E (Stylized)	25 Women's wearing apparel, namely, pants, dresses, skirts and shirts, in Class 25	United States	1,190,078 02/16/82
4. ESPRIT [*]	3 Perfume and toilet water, in Class 3	United States	817,950 11/01/66
5. ESPRIT [*]	3 Cologne and toilet soap, in Class 3	United States	1,341,934 06/18/85
6. ESPRIT [*]	9 Sunglasses, in Class 9	United States	1,342,393 06/18/85

[±]Each Debtor makes no representation or warranty regarding such Debtor's sole or exclusive ownership of, or regarding such Debtor's sole or exclusive right to use, this registered mark.

^{*}The products on which this registered mark appears are products made by or on behalf of Esprit International. Consequently, each Debtor makes no representation or warranty regarding such Debtor's sole or exclusive ownership of, or such Debtor's sole or exclusive right to use, this registered mark.

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
7. ESPRIT [±]	11, 12, 20 Electric lighting fixtures, in Class 11; shopping carts, in Class 12; mannequins, desks, picture frames, stools, tables, chairs, shelving units and racks, in Class 20	United States	1,525,487 02/21/89
8. ESPRIT [*]	14 Watches, in Class 14	United States	1,056,960 01/25/77
9. ESPRIT [*]	14 Jewelry, in Class 14	United States	1,340,608 06/11/85
10. ESPRIT	18 Purses and handbags, in Class 18	United States	1,559,014 10/03/89
11. ESPRIT [±]	21 Beverageware, namely, plastic travel tumblers with screw-on covers and insulation for keeping liquids hot distributed through applicant's stores and applicant's promotional campaigns, in class 21	United States	1,791,665 09/07/93
12. ESPRIT	25 Belts, scarves, hats, socks, tights, leggings, sweatshirts, sweatpants, vests and coats, in Class 25	United States	1,480,858 03/15/88
13. ESPRIT	25 Women's shoes, in Class 25	United States	765,974 03/03/64

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
14. ESPRIT	42 Retail store services for clothing, clothing accessories, bedding, eyewear, jewelry, watches, books, stationery items, bags, shoes and socks, in Class 42	United States	1,709,010 08/18/92
15. ESPRIT (Stylized)*	3 Cologne and toilet soap, in Class 3	United States	1,341,933 06/18/85
16. ESPRIT (Stylized)*	9 Sunglasses, in Class 9	United States	1,287,788 07/31/84
17. ESPRIT (Stylized)	11, 12, 20 Electric lighting fixtures, in Class 11; shopping carts, in Class 12; mannequins, desks, picture frames, stools, tables, chairs, shelving units and racks, in Class 20	United States	1,524,372 02/14/89
18. ESPRIT (Stylized)*	14 Watches, in Class 14	United States	1,898,850 06/13/95
19. ESPRIT (Stylized)	18 Purses, handbags, tote bags, backpacks, wallets, messenger bags, key cases, hip packs, bookbags, cosmetic cases sold empty, and carry-on bags, in Class 18	United States	1,673,462 01/28/92

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
20. ESPRIT (Stylized)	25 Women's wearing apparel, namely, blouses, knit tops, halters, t-shirts, smock tops, sweaters, jackets, pants and skirts, and men's wearing apparel, namely, t-shirts, in Class 25	United States	1,401,275 07/15/86
21. ESPRIT (Stylized)	25 Belts, scarves, hats, socks, tights, leggings, sweatshirts, sweatpants, vests and coats, in Class 25	United States	1,481,649 03/22/88
22. ESPRIT (Stylized)	25 Shoes, slippers, boots, sneakers, athletic shoes, hosiery, socks, tights, leggings, leotards, gloves, hats, scarves, belts, vests, dresses, coats, mufflers, stockings, pajamas, panties, underwear, headbands, shorts, jogging suits, sweatshirts, sweat pants, ski jackets, ski pants, raincoats, robes, nightgowns and swimwear, in Class 25	United States	1,485,327 04/19/88
23. ESPRIT (Stylized)	42 Outlet services in the field of clothing, in Class 42	United States	1,408,003 09/02/86

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
24. ESPRIT BASIX and Design	25 Women's and children's clothing, namely, sweaters, sweater vests, cardigans, shirts, t-shirts, tank tops, sweatshirts, polo shirts, pants, shorts, dresses and skirts, in Class 25	United States	1,670,308 12/31/91
25. ESPRIT DE CORP. (Stylized)	25 Shoes, in Class 25	United States	1,419,245 12/02/86
26. ESPRIT DE CORP.	25 Women's wearing apparel, namely, blouses, knit tops, halteres, t-shirts, smock tops, sweaters, jackets, pants and skirts, in Class 25	United States	1,163,810 08/04/81
27. ESPRIT/KIDS	25 Pants, overalls, skirts, shorts, jackets, sweaters, blouses, vests, sweat pants, shirts, leotards, hats, dresses, in Class 25	United States	1,440,613 05/26/87
28. ESPRIT/KIDS (Stylized)	25 Pants, overalls, skirts, shorts, jackets, sweaters, blouses, vests, sweat pants, shirts, leotards, hats, dresses, in Class 25	United States	1,445,156 06/30/87
29. ESPRIT SAN FRANCISCO CALIFORNIA USA SINCE 1969 and Design [±]	18, 25 Handbags, in Class 18; t-shirts, in Class 25	United States	1,769,033 05/04/93

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
30. ESPRIT WORLDWIDE [±]	9, 18 Cases for LP records, in Class 9; purses, handbags, tote bags, backpacks, cosmetic cases sold empty, key cases, wallets and coin purses, in Class 18	United States	2,415,422 12/26/00
31. WWW.ESPRIT.CO M	25 Clothing, namely, t-shirts, in Class 25	United States	2,334,789 03/28/00
32. WWW.ESPRIT.CO M	35 Online retail store services and online ordering services featuring clothing and clothing accessories, in Class 35	United States	2,470,108 07/17/001
33. ESPRIT (Stylized)*	9 (US 26) Sunglasses and spectacles, and frames and cases therefor, in Class 9	Puerto Rico	27335-A 08/18/86

TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of March 12, 2002, is made by **ESPRIT DE CORP.**, a California corporation ("Borrower"), and **ESPRIT HOLDINGS, INC.**, a Delaware corporation ("Holdings"; Holdings, together with Borrower, each a "Debtor" and collectively, the "Debtors") in favor of **WELLS FARGO RETAIL FINANCE, LLC**, a Delaware limited liability company, as agent for the Lender Group defined herein (in such capacity, "Secured Party").

RECITALS

A. Borrower, Secured Party, and the Lenders defined herein (Lenders, together with Secured Party, individually and collectively, the "Lender Group") have entered into that certain Loan and Security Agreement, dated as of March 26, 1999, as amended by that certain Amendment No. One to the Loan and Security Agreement, dated as of July 2, 1999, as further amended by that certain Amendment Number Two to Loan and Security Agreement, dated as of November 29, 1999, as further amended by that certain Amendment Number Three to Loan and Security Agreement, dated as of May 17, 2000, as further amended by that certain Amendment Number Four to Loan and Security Agreement, dated as of September 13, 2000, as further amended by that certain Amendment Number Five to Loan and Security Agreement, dated as of January 30, 2001, as further amended by that certain Amendment Number Six to Loan and Security Agreement, dated as of April 24, 2001, as further amended by that certain Amendment Number Seven to Loan and Security Agreement and Consent and Agreement, dated as of June 4, 2001 (as so amended, and as further amended, modified, supplemented, revised or restated from time to time, including without limitation by the Amendment Number Eight defined below, the "Loan Agreement"), pursuant to which the Lender Group agreed to make certain financial accommodations to Borrower.

B. Holdings has issued in favor of Secured Party, on behalf of the Lender Group, that certain General Continuing Guaranty, dated March 26, 1999 (as amended, modified, supplemented, revised or restated from time to time, the "Holdings Guaranty"). In addition, Holdings and Secured Party, on behalf of the Lender Group, have entered into that certain Guarantor Security Agreement, dated May 26, 1999 (as amended, modified, supplemented, revised or restated from time to time, including without limitation by the Amendment Number One defined below, the "Holdings Security Agreement").

C. Concurrently herewith, (1) Borrower and each member of the Lender Group are entering into that certain Amendment Number Eight to Loan and Security Agreement (the "Amendment Number Eight"), and (2) Holdings and Secured Party, on behalf of the Lender Group, are entering into that certain Amendment Number One to Guarantor Security Agreement (the "Amendment Number One").

D. Pursuant to the Loan Agreement and the Holdings Security Agreement, the Lender Group has agreed to make certain financial accommodations to Borrower in exchange for Debtors executing and delivering this Agreement to Secured Party for filing with the Patent and Trademark Office and with any other relevant recording systems in any domestic

jurisdiction, and as further evidence of and to effectuate Secured Party's existing security interests in the trademarks and other general intangibles described herein.

ASSIGNMENT

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, each Debtor hereby agrees in favor of Secured Party as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Amendment Number Eight" shall have the meaning ascribed to such term in the Recitals to this Agreement.

"Amendment Number One" shall have the meaning ascribed to such term in the Recitals to this Agreement.

"Borrower" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Debtor" and "Debtors" shall have the meaning ascribed to such terms in the introductory paragraph of this Agreement.

"Eighth Amendment Effective Date" shall mean March 12, 2002.

"Event of Default" shall have the meaning ascribed to such term in the Loan Agreement.

"Holdings" shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

"Holdings Guaranty" shall have the meaning ascribed to such term in the Recitals to this Agreement.

"Holdings Security Agreement" shall have the meaning ascribed to such term in the Recitals to this Agreement.

"Lender Group" shall have the meaning ascribed to such term in the Recitals to this Agreement.

"Lenders" means, individually and collectively, each of the financial institutions identified on the signature pages of the Loan Agreement, and any other Person made a party thereto in accordance with the provisions of Section 14 thereof (together with their respective successors and assigns).

"License Agreements" has the meaning ascribed to such term in Section 4(c) of this Agreement.

“Loan Agreement” shall have the meaning ascribed to such term in the Recitals to this Agreement.

“Obligations” shall mean, collectively (i) the “Obligations”, as such term is defined in the Loan Agreement, and (ii) the “Guarantied Obligations”, as such term is defined in the Holdings Guaranty.

“Proceeds” means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including “proceeds” as defined at UCC Section 9102(a)(64), all insurance proceeds and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of a Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of any Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to any Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of any Trademark Collateral by any Person.

“PTO” means the United States Patent and Trademark Office and any successor thereto.

“Registered Trademark Collateral” has the meaning ascribed to such term in Section 4(a) of this Agreement.

“Secured Party” shall have the meaning ascribed to such term in the introductory paragraph of this Agreement.

“Trademark Collateral” has the meaning set forth in Section 2.

“Trademarks” has the meaning set forth in Section 2.

“UCC” means the Uniform Commercial Code as in effect from time to time in the State of California.

“United States” and “U.S.” each mean the United States of America.

“Unregistered Trademark Collateral” has the meaning ascribed to such term in Section 4(a) of this Agreement.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires: (i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears; (ii) the words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears; (iii) the meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined; (iv) the words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation"; (v) references to agreements and other contractual instruments shall be deemed to include all subsequent amendments, restatements, supplements, refinancings, renewals, extensions, and other modifications thereto and thereof; (vi) references to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to; (vii) any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement; and (viii) capitalized words not otherwise defined herein shall have the respective meanings assigned to them in the Loan Agreement.

(d) Conflict. In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of any Debtor and supplemental rights and remedies in favor of Secured Party, for the benefit of the Lender Group (whether under California law or applicable federal law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Obligations. Each Debtor, as security for the payment and performance of the Obligations, hereby grants, assigns, transfers and conveys to Secured Party, for the benefit of the Lender Group, a continuing security interest in all of such Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by such Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the

obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in the name of the applicable Debtor or in the name of Secured Party or in the name of Secured Party, for the benefit of the Lender Group, for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of each Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all products and Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Each Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(d) Incorporation into Holdings Security Agreement. This Agreement shall be fully incorporated into the Holdings Security Agreement and all understandings, agreements and provisions contained in the Holdings Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Holdings Security Agreement.

(e) Permitted Licensing. Anything in the Loan Agreement, the Holdings Security Agreement, or this Agreement to the contrary notwithstanding, each Debtor may grant (i) non-exclusive licenses of the Trademark Collateral (subject to the security interests of Secured Party therein) in the ordinary course of business consistent with past practice, and (ii) exclusive licenses of the Trademark Collateral (subject to the security interests of Secured Party therein) to the extent permitted by the Loan Agreement.

3. Further Assurances; Appointment of Secured Party as Attorney-in-Fact. Each Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Secured Party, for the benefit of the Lender Group, any and all documents and instruments, in form and substance reasonably satisfactory to Secured Party, and take any and all action, which Secured Party, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Secured Party, for the benefit of the Lender Group.

and to accomplish the purposes of this Agreement. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in accordance with the foregoing, Secured Party shall have the right, in the name of such Debtor, or in the name of Secured Party or otherwise, without notice to or assent by such Debtor, and each Debtor hereby irrevocably constitutes and appoints Secured Party (and any of Secured Party's officers or employees or agents designated by Secured Party) as such Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of such Debtor on all or any of such documents or instruments and perform all other acts that Secured Party, in the exercise of its Permitted Discretion, deems necessary or advisable in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Secured Party, for the benefit of the Lender Group, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of such Debtor, which Secured Party, in the exercise of its Permitted Discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Each Debtor represents and warrants to Secured Party and each other member of the Lender Group, in each case to the best of its knowledge, information, and belief, as follows:

(a) No Other Trademarks. Schedule A-1 sets forth, as of the Eighth Amendment Effective Date, a true and correct list of all of the existing Trademarks that are registered with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction and that are owned or held and used by such Debtor (the "Registered Trademark Collateral"). Except with respect to any rights and interests Debtors may have pursuant to the license agreement by and between Debtor and Dr. Seuss Enterprises, L.P., dated as of December 15, 1993, as amended (and any sublicense(s) entered into by Debtors in connection therewith), Schedule A-2 sets forth, as of the Eighth Amendment Effective Date, a true and correct list of (i) the existing Trademarks for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and (ii) certain other marks that are not registered with the PTO or any corresponding or similar trademark office of any U.S. Jurisdiction (the "Unregistered Trademark Collateral").

(b) Trademarks Subsisting. With respect to the Registered Trademark Collateral, each of the Trademarks listed in Schedule A-1 is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the best of such Debtor's knowledge, each of the Trademarks is valid and enforceable.

(c) Title. (i) Each Debtor has rights in the existing Trademark Collateral and good and defensible title to the existing Registered Trademark Collateral, (ii) subject to the License Agreements described below, with respect to the Registered Trademark Collateral shown on Schedule A-1 hereto as owned by it, such Debtor is the sole and exclusive owner thereof, free and clear of any Liens and rights of others (other than Liens in favor of Secured Party and Permitted Liens), and (iii) with respect to any Trademarks for which such Debtor is the licensor pursuant to the licensee agreements set forth on Schedule A-3 (the

“License Agreements”), each such license agreement is in full force and effect, and to the best of such Debtor’s knowledge, such Debtor is not in default of any of its material obligations thereunder.

(d) No Infringement. Except as set forth on Schedule A-3 with respect to the License Agreements and Schedule A-4 with respect to threatened disputes and agreements with third parties pertaining to the Trademark Collateral, to the best of such Debtor’s knowledge, none of the Registered Trademark Collateral is subject to any contract or agreement that would impair or limit the use of the Registered Trademark Collateral by such Debtor.

(e) Powers. Each such Debtor has the unqualified right, power and authority to pledge and to grant to Secured Party security interests in all of the Registered Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. [Intentionally Omitted]

6. Future Rights. For so long as any of the Obligations shall remain outstanding, or, if earlier, until Secured Party shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when any Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and the applicable Debtor shall give to Secured Party prompt notice thereof. Each Debtor shall do all things reasonably deemed necessary or advisable by Secured Party to ensure the validity, perfection, priority and enforceability of the security interests of Secured Party in such future acquired Trademark Collateral. If any Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Secured Party in connection herewith, each Debtor hereby authorizes Secured Party to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on such Debtor’s behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of the Lender Group. Notwithstanding any provision contained in this Agreement, neither Secured Party nor any other member of the Lender Group shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtors or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Secured Party or any other member of the Lender Group hereunder or in connection herewith, neither Secured Party nor any other member of the Lender Group shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any “Event of Default” under the Loan Agreement, the Holdings Guaranty, or any other Loan Document shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Secured Party shall have all rights and remedies available to it under the Loan Agreement, the Holdings Guaranty, the Holdings Security Agreement, the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral or any other Collateral. Each Debtor hereby agrees that such rights and remedies include the right of Secured Party as a secured party to sell or otherwise dispose of its Collateral after default, pursuant to UCC Section 9610. Each Debtor hereby agrees that Secured Party shall at all times have such royalty-free licenses, to the extent permitted by law, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Secured Party's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of such Debtor in which Secured Party has a security interest, including Secured Party's rights to sell inventory, tooling or packaging which is acquired by such Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Secured Party shall have the right but shall in no way be obligated to bring suit, or to take such other action as Secured Party deems necessary or advisable, in the name of any Debtor or Secured Party, to enforce or protect any of the Trademark Collateral, in which event any such Debtor shall, at the request of Secured Party, do any and all lawful acts and execute any and all documents required by Secured Party in aid of such enforcement. To the extent that Secured Party shall elect not to bring suit to enforce such Trademark Collateral, upon, during, or after the occurrence of an Event of Default, the applicable Debtor agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violations thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by each of Debtors and Secured Party, for the benefit of the Lender Group, and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement and the Holdings Guaranty, as applicable.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of any Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Secured Party of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement, together with the Schedules hereto, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties as provided in the Loan Agreement. Notwithstanding the foregoing, Secured Party may re-execute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 6 hereof.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement.

16. Loan Agreement. Each Debtor acknowledges that the rights and remedies of Secured Party, for the benefit of the Lender Group, with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the Holdings Security Agreement, and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Each Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and such Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms. To the extent of any conflict between the provisions of this Agreement and the Loan Agreement, however, the provisions of the Loan Agreement shall govern. To the extent of any conflict between the provisions of this Agreement and the Holdings Security Agreement, the provisions of the Holdings Security Agreement shall govern.


18. Termination. Upon the payment in full of the Obligations, including the cash collateralization, expiration, or cancellation of all Obligations, if any, consisting of letters of credit, and the full and final termination of any commitment to extend any financial accommodations under the Loan Agreement, this Agreement shall terminate, and Secured Party shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtors, at Debtors' expense, as shall be necessary to evidence termination of the security interests granted by Debtors to Secured Party, for the benefit of the Lender Group, hereunder.

19. Financing Statements: Authorization and Ratification. Each Debtor understands that, prior to the execution and delivery of this Amendment and the other Loan Documents, Agent may have filed UCC-1 and UCC-3 financing statements against each Debtor to perfect the liens and security interests of Agent, for the benefit of the Lender Group. In connection therewith, each Debtor hereby authorizes Agent to file, and to the extent such filings have already occurred, ratifies the filing by Agent, of any UCC-1 and UCC-3 financing statements against each Debtor in such jurisdictions as Agent deems or deemed appropriate and, where permitted by applicable law, without the signature of any of the Debtors.

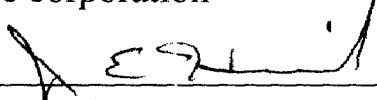
IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

“Debtors”

ESPRIT DE CORP.,
a California corporation

By: 
Title: President

ESPRIT HOLDINGS, INC.,
a Delaware corporation

By: 
Title: President

“Secured Party”

WELLS FARGO RETAIL FINANCE, LLC,
a Delaware limited liability company

By: _____
Title: _____

“Debtors”

ESPRIT DE CORP.,
a California corporation

By: _____
Title:

ESPRIT HOLDINGS, INC.,
a Delaware corporation

By: _____
Title:

“Secured Party”

WELLS FARGO RETAIL FINANCE, LLC,
a Delaware limited liability company

By: Robert Castone
Title: Senior Vice President

SCHEDULE A-1
to the Trademark Security Agreement

Registered Trademark Collateral of Esprit de Corp.

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
1. CAFFE ESPRIT [±]	42 Restaurant services, in Class 42	United States	1,453,688 08/18/87
2. CAFFE ESPRIT (Stylized) [±]	42 Restaurant services, in Class 42	United States	1,526,188 02/21/89
3. E (Stylized)	25 Women's wearing apparel, namely, pants, dresses, skirts and shirts, in Class 25	United States	1,190,078 02/16/82
4. ESPRIT [*]	3 Perfume and toilet water, in Class 3	United States	817,950 11/01/66
5. ESPRIT [*]	3 Cologne and toilet soap, in Class 3	United States	1,341,934 06/18/85
6. ESPRIT [*]	9 Sunglasses, in Class 9	United States	1,342,393 06/18/85

[±]Each Debtor makes no representation or warranty regarding such Debtor's sole or exclusive ownership of, or regarding such Debtor's sole or exclusive right to use, this registered mark.

^{*}The products on which this registered mark appears are products made by or on behalf of Esprit International. Consequently, each Debtor makes no representation or warranty regarding such Debtor's sole or exclusive ownership of, or such Debtor's sole or exclusive right to use, this registered mark.

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
7. ESPRIT [±]	11, 12, 20 Electric lighting fixtures, in Class 11; shopping carts, in Class 12; mannequins, desks, picture frames, stools, tables, chairs, shelving units and racks, in Class 20	United States	1,525,487 02/21/89
8. ESPRIT [*]	14 Watches, in Class 14	United States	1,056,960 01/25/77
9. ESPRIT [*]	14 Jewelry, in Class 14	United States	1,340,608 06/11/85
10. ESPRIT	18 Purses and handbags, in Class 18	United States	1,559,014 10/03/89
11. ESPRIT [±]	21 Beverageware, namely, plastic travel tumblers with screw-on covers and insulation for keeping liquids hot distributed through applicant's stores and applicant's promotional campaigns, in class 21	United States	1,791,665 09/07/93
12. ESPRIT	25 Belts, scarves, hats, socks, tights, leggings, sweatshirts, sweatpants, vests and coats, in Class 25	United States	1,480,858 03/15/88
13. ESPRIT	25 Women's shoes, in Class 25	United States	765,974 03/03/64

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
14. ESPRIT	42 Retail store services for clothing, clothing accessories, bedding, eyewear, jewelry, watches, books, stationery items, bags, shoes and socks, in Class 42	United States	1,709,010 08/18/92
15. ESPRIT (Stylized)*	3 Cologne and toilet soap, in Class 3	United States	1,341,933 06/18/85
16. ESPRIT (Stylized)*	9 Sunglasses, in Class 9	United States	1,287,788 07/31/84
17. ESPRIT (Stylized)	11, 12, 20 Electric lighting fixtures, in Class 11; shopping carts, in Class 12; mannequins, desks, picture frames, stools, tables, chairs, shelving units and racks, in Class 20	United States	1,524,372 02/14/89
18. ESPRIT (Stylized)*	14 Watches, in Class 14	United States	1,898,850 06/13/95
19. ESPRIT (Stylized)	18 Purses, handbags, tote bags, backpacks, wallets, messenger bags, key cases, hip packs, bookbags, cosmetic cases sold empty, and carry-on bags, in Class 18	United States	1,673,462 01/28/92

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
20. ESPRIT (Stylized)	25 Women's wearing apparel, namely, blouses, knit tops, halters, t-shirts, smock tops, sweaters, jackets, pants and skirts, and men's wearing apparel, namely, t-shirts, in Class 25	United States	1,401,275 07/15/86
21. ESPRIT (Stylized)	25 Belts, scarves, hats, socks, tights, leggings, sweatshirts, sweatpants, vests and coats, in Class 25	United States	1,481,649 03/22/88
22. ESPRIT (Stylized)	25 Shoes, slippers, boots, sneakers, athletic shoes, hosiery, socks, tights, leggings, leotards, gloves, hats, scarves, belts, vests, dresses, coats, mufflers, stockings, pajamas, panties, underwear, headbands, shorts, jogging suits, sweatshirts, sweat pants, ski jackets, ski pants, raincoats, robes, nightgowns and swimwear, in Class 25	United States	1,485,327 04/19/88
23. ESPRIT (Stylized)	42 Outlet services in the field of clothing, in Class 42	United States	1,408,003 09/02/86

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
24. ESPRIT BASIX and Design	25 Women's and children's clothing, namely, sweaters, sweater vests, cardigans, shirts, t-shirts, tank tops, sweatshirts, polo shirts, pants, shorts, dresses and skirts, in Class 25	United States	1,670,308 12/31/91
25. ESPRIT DE CORP. (Stylized)	25 Shoes, in Class 25	United States	1,419,245 12/02/86
26. ESPRIT DE CORP.	25 Women's wearing apparel, namely, blouses, knit tops, halter, t-shirts, smock tops, sweaters, jackets, pants and skirts, in Class 25	United States	1,163,810 08/04/81
27. ESPRIT/KIDS	25 Pants, overalls, skirts, shorts, jackets, sweaters, blouses, vests, sweat pants, shirts, leotards, hats, dresses, in Class 25	United States	1,440,613 05/26/87
28. ESPRIT/KIDS (Stylized)	25 Pants, overalls, skirts, shorts, jackets, sweaters, blouses, vests, sweat pants, shirts, leotards, hats, dresses, in Class 25	United States	1,445,156 06/30/87
29. ESPRIT SAN FRANCISCO CALIFORNIA USA SINCE 1969 and Design [±]	18, 25 Handbags, in Class 18; t-shirts, in Class 25	United States	1,769,033 05/04/93

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
30. ESPRIT WORLDWIDE [±]	9, 18 Cases for LP records, in Class 9; purses, handbags, tote bags, backpacks, cosmetic cases sold empty, key cases, wallets and coin purses, in Class 18	United States	2,415,422 12/26/00
31. WWW.ESPRIT.CO M	25 Clothing, namely, t-shirts, in Class 25	United States	2,334,789 03/28/00
32. WWW.ESPRIT.CO M	35 Online retail store services and online ordering services featuring clothing and clothing accessories, in Class 35	United States	2,470,108 07/17/001
33. ESPRIT (Stylized)*	9 (US 26) Sunglasses and spectacles, and frames and cases therefor, in Class 9	Puerto Rico	27335-A 08/18/86

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
34. ESPRIT DE CORP. (Stylized)	25 (US 39) Women's and girls' wearing apparel, namely, blouses, knit tops, halters, t-shirts, smock tops, sweaters, jackets, pants, skirts, shorts, belts, play suits, pedal pushers, jeans, swat shirts, sweat pants, caps, hats, overalls, sweater dresses, jumpsuits, camisole tops, swimming suits, leotards, and men's and boys' wearing apparel, namely, sweater pants, sweat shirts and t-shirts, in Class 25	Puerto Rico	7397 02/27/89

Registered Trademark Collateral of Esprit Holdings, Inc.

None.

SCHEDULE A-2
to the Trademark Security Agreement

Unregistered Trademark Collateral of Esprit de Corp.

1. Pending Applications to Register Trademarks and Service Marks.

a. "Use" Applications.

MARK	CLASS GOODS/SERVICES	JURISDICTION	APP. NO. APP. DATE
ESPRIT BEACH	25 Swimwear—namely, bathing suits and bathing-suit cover-ups, in Class 25	United States	76/265,408 06/01/01

b. "Intent to Use" Applications.

MARK	CLASS GOODS/SERVICES	JURISDICTION	APP. NO. APP. DATE
E ² and Design	18, 25 Bags, handbags, small leather articles, namely, key cases, coin purses, wallets, tri-folds, clutches, checkbook covers, photo wallets, credit card cases, bags for cosmetics sold empty; accessories, namely, purses, shoulder bags, satchels, totes, backpacks, hip packs, book bags, carry-on bags and slings, in Class 18; footwear, socks, clothing belts, accessories, namely, tights, leggings, gloves, mufflers, scarves and hats, in Class 25	United States	75/435,730 02/17/98 ITU
ESPRIT (Stylized)	3, 4 Perfume, cologne, hand and body lotions, body powder, skin and toilet soaps, bath gels, hair shampoo, home fragrances, namely, room sprays used to scent a home, in Class 3; scented candles, in Class 4	United States	75/302,661 06/03/97 ITU
ESPRIT WORLDWIDE and Design (center globe)	16 Personal organizers, in Class 16	United States	75/772,318 08/10/99 ITU

MARK	CLASS GOODS/SERVICES	JURISDICTION	APP. NO. APP. DATE
LIFEWARE	18, 24 Tote bags, in Class 18; bath towel sets, fabric bath mats, table cloths not of paper, table linens, textile napkins and bed blankets, in Class 24	United States	75/427,130 02/02/98 (Parent app) ITU

2. Common Law Marks.

ESPRIT

ESPRIT DE CORP. (Stylized)

ESPRIT DE CORP. SINCE 1969 EDC GROUP SAN FRANCISCO

ESPRIT (stylized—claim of color red)

ESPRIT DE CORP. (stylized—claim of color red)

UnRegistered Trademark Collateral of Esprit Holdings, Inc.

None.

SCHEDULE A-3
to the Trademark Security Agreement

License Agreements

- 1) Amended and Restated License Agreement made as of July 1, 1988, by and between Esprit de Corp., a California corporation (as Licensor) and Esprit International, a California limited partnership (as Licensee).
- 2) License Agreement dated as of November 1, 1997 by and between Esprit de Corp. and Beach Patrol Inc., as amended.
- 3) License Agreement entered into effective as of June 5, 2001 by and between Esprit de Corp. and Backflips, Inc.
- 4) License Agreement between Esprit de Corp. and The Levy Group, Inc. effective as of July 3, 2001.
- 5) License Agreement entered into effective as of June 28, 2001 by and between Esprit de Corp. and Carole Hochman Designs, Inc. (for Girls)
- 6) License Agreement entered into effective as of June 28, 2001 by and between Esprit de Corp. and Carole Hochman Designs, Inc. (for Women)
- 7) License Agreement effective as of March 1, 2001 by and between Esprit de Corp. and Midwest Apparel Group, Inc., as amended.
- 8) License Agreement between Esprit de Corp. as Licensor and Vida Shoes International, Inc. as Licensee October 1, 2000.
- 9) El Mundo License Agreements:
 - (a) Unit Agreement dated May 1, 1998 by and between Esprit de Corp. and World's Inc. (Agana Shopping Center, Agana, Guam)
 - (b) Unit Agreement dated May 1, 1998 by and between Esprit de Corp. and World's Inc. (Micronesia Mall, Dededo, Guam)
- 10) Sporto License Agreements:

Development Agreement, as amended, dated May 1986 by and between Esprit de Corp. and Sporto, Inc. and the corresponding Unit Agreements for the store locations in the following shopping centers in Puerto Rico:

 - (a) Plaza Las Americas
 - (b) Plaza Del Caribe
 - (c) San Patricio Plaza
 - (d) Montehiedra Town Center

SCHEDULE A-4
to the Trademark Security Agreement

Threatened Disputes and Agreements with Third Parties

1. Fragrance International. On February 5, 2002, Esprit de Corp. received a telephone call from Mr. Brad Levy, owner of Fragrance International. Fragrance International manufactures and distributes a fragrance bearing the name "Kiss & Tell." Mr. Levy alleged that Esprit's t-shirt (style #5133316), which contains the words "Kiss and Tell," infringed on his trademark rights.

2. Agreements With Third Parties.

a. Letter Agreement between Esprit de Corp. and Esprit de Corps for Hair, Inc., dated October 21, 1999.

b. Letter Agreement between Esprit de Corp. and Esprit De Corps Riding Academy, undated.

c. Letter Agreement between Esprit de Corp. and Tropitone Furniture Co., Inc., undated, together with Settlement Agreement between Esprit de Corp. and Tropitone Furniture Co., Inc., dated February 25, 2000.

d. Co-Existence Agreement between Esprit de Corp. and Bull, S.A., dated September 24, 1991.

e. Letter Agreement between Esprit de Corp. and Spectrian Corporation, dated June 8, 1998.

f. Letter Agreement between Esprit de Corp. and Ben Berger & Son d/b/a Ben Berger, dated December 14, 1995.

g. Letter Agreement between Esprit de Corp. and E. Remy Martin & Co., S.A. dated ___ day of ___, 1994.

h. Letter Agreement between Esprit de Corp. and Esprit "The Ultimate" Ski & Sports Club, Inc., dated March 31, 2000.

i. Letter Agreement between Esprit de Corp. and William G. Currier and Esprit Libre, dated June 27, 1999.

j. Agreement between Esprit de Corp. and UFO Contemporary, Inc., dated April 7, 1992.

k. Agreement between Esprit de Corp. and Technical Concepts L.P. , dated April 1, 1998.

- l. Agreement between Esprit de Corp. and Christine Martindale, dated April 9, 1992.
- m. Letter Agreement between Esprit de Corp., Esprit International, and APC Ltd., dated May 20, 1992.
- n. Letter Agreement between Esprit de Corp. and Steelcase Inc., dated December 19, 1989.
- o. Agreements similar to those listed in subsections a. – n. above, between Esprit de Corp. and other third parties, that Esprit de Corp. enters into in the ordinary course of operating its business, none of which, to Esprit de Corp.'s knowledge, are, as of the Eighth Amendment Effective Date, likely to materially impede the ability of Esprit de Corp. to conduct its business as it is presently conducted.

MARK	CLASS GOODS/SERVICES	JURISDICTION	REG. NO. REG. DATE
34. ESPRIT DE CORP. (Stylized)	25 (US 39) Women's and girls' wearing apparel, namely, blouses, knit tops, halters, t-shirts, smock tops, sweaters, jackets, pants, skirts, shorts, belts, play suits, pedal pushers, jeans, SWAT shirts, sweat pants, caps, hats, overalls, sweater dresses, jumpsuits, camisole tops, swimming suits, leotards, and men's and boys' wearing apparel, namely, sweater pants, sweat shirts and t-shirts, in Class 25	Puerto Rico	7397 02/27/89

Registered Trademark Collateral of Esprit Holdings, Inc.

None.

SCHEDULE A-2
to the Trademark Security Agreement

Unregistered Trademark Collateral of Esprit de Corp.

1. Pending Applications to Register Trademarks and Service Marks.
 - a. "Use" Applications.

MARK	CLASS GOODS/SERVICES	JURISDICTION	APP. NO. APP. DATE
ESPRIT BEACH	25 Swimwear—namely, bathing suits and bathing-suit cover-ups, in Class 25	United States	76/265,408 06/01/01

- b. "Intent to Use" Applications.

MARK	CLASS GOODS/SERVICES	JURISDICTION	APP. NO. APP. DATE
E ² and Design	18, 25 Bags, handbags, small leather articles, namely, key cases, coin purses, wallets, tri-folds, clutches, checkbook covers, photo wallets, credit card cases, bags for cosmetics sold empty; accessories, namely, purses, shoulder bags, satchels, totes, backpacks, hip packs, book bags, carry-on bags and slings, in Class 18; footwear, socks, clothing belts, accessories, namely, tights, leggings, gloves, mufflers, scarves and hats, in Class 25	United States	75/435,730 02/17/98 ITU
ESPRIT (Stylized)	3, 4 Perfume, cologne, hand and body lotions, body powder, skin and toilet soaps, bath gels, hair shampoo, home fragrances, namely, room sprays used to scent a home, in Class 3; scented candles, in Class 4	United States	75/302,661 06/03/97 ITU
ESPRIT WORLDWIDE and Design (center globe)	16 Personal organizers, in Class 16	United States	75/772,318 08/10/99 ITU

MARK	CLASS GOODS/SERVICES	JURISDICTION	APP. NO. APP. DATE
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2. Common Law Marks.

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SCHEDULE A-3
to the Trademark Security Agreement

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 - (b) Plaza Del Caribe
 - (c) San Patricio Plaza
 - (d) Montehiedra Town Center

SCHEDULE A-4
to the Trademark Security Agreement

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2. Agreements With Third Parties.

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