



102150988

07-11-2002

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

1. Name of conveying party(ies):
Norton McNaughton of Square, Inc. *7.1.02*

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

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

2. Name and address of receiving party(ies)
Nationsbanc Commercial Corporation (as collateral agent)

Street Address: **P.O. Box 4095**
City: **Atlanta** State: **GA** Zip: **30302**

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

OFFICE OF PATENT & TRADEMARKS
FINANCE SECTION
JUL - 1 PM 2:27

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other - **correct nature of conveyance previously recorded at reel/frame 1645/0297**

Execution Date: **September 25, 1997**

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

A. Trademark Application No.(s)
74/676,185

Additional number(s) attached Yes No

B. Trademark Registration No.(s)

1,833,865	1,940,249	2,049,780	1,953,711
1,156,183	1,780,351	1,918,602	2,055,989
1,992,213	1,898,409	702,630	

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

Name: **Stanley Seuradge**
Internal Address: **Schulte Roth & Zabel**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved:..... **12**

7. Total fee (37 CFR 3.41)..... \$ **315.00**

Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
500675 - Schulte Roth & Zabel

(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

Stanley Seuradge *[Signature]* **July 1, 2002**

Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **6**

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

07/10/2002 6TUN11 00000190 500675 74676185

01 FC:481 40.00 CH
02 FC:482 275.00 CH
9214667.1

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10-10-97 RECD 10-23-1997

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DEPT. OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

1 Name of conveying party(ies):
NORTON McNAUGHTON OF SOUTHERN

2 Name and address of receiving party(ies):
NORTHSHORE COMMERCIAL CORPORATION

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

4 Application number(s) or patent number(s):
 A. Trademark Application No.(s)
747676, 185
 B. Trademark Registration No.(s)
1,833,865 1,780,351 202,630
1,156,181 1,198,409 1,953,711
1,992,213 2,749,780 2,055,985
1,940,249 1,318,602

5 Name and address of party to whom correspondence concerning document should be mailed:
 Name: DONNA CRACKERTON
 General Address: CAPITAL SERVICES
 Street Address: 40 COLVIN AVE
 State: GA
 City: ALBANY State: NY ZIP: 12216

6 Total number of applications and registrations involved: 12

7 Total fee (37 CFR 3.41): \$ 315.00
 Enclosed
 Authorized to be charged to deposit account

8 Deposit account number

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.
 Joyce L. Francis
 Name of Person Signing
 Signature: *Joyce L. Francis*
 Date: 9/25/97

DO NOT USE THIS SPACE

Mail documents to be recorded with required cover sheet information to:
 Commissioner of Patents & Trademarks, Box Assignments
 Washington, D.C. 20231
 TRADEMARK
 REEL: 1645 FRAME: 0297

TOTAL P.02

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, NORTON McNAUGHTON OF SQUIRE, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks")

WHEREAS, the Assignor, has entered into a Security Agreement dated September 25, 1997 (the "Security Agreement") in favor of NATIONSBANK COMMERCIAL CORPORATION, as collateral agent for certain lenders (the "Assignee");

WHEREAS pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of September 25, 1997.

NORTON McNAUGHTON OF SQUIRE, INC.

By: *Peter Bonerath*

Name PETER BONERATH

Title PRESIDENT

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STATE OF NEW YORK

COUNTY OF NEW YORK

55.2



On this 25th day of September, 1997, before me personally came Peter Cassano, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Norton McNaughton of Squire, Inc., a New York corporation, and that he executed the foregoing instrument in the firm name of Norton McNaughton of Squire, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

[Handwritten signature]

FRANCIS
 Notary Public, State of New York
 No. 0179037611
 Qualified in New York County
 Certificate Filed in New York County
 Commission Expires December 27, 1998

55.2

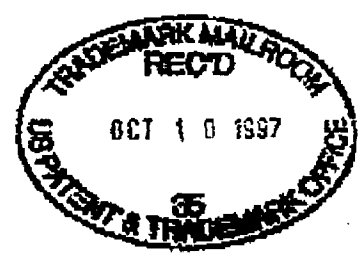
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SCHEDULE 1A
Trademarks and Trademark Licenses



United States Patent
and Trademark Office

<u>Trademark/Tradename</u>	<u>Reg. #</u>	<u>Serial #</u>	<u>Reg. Date</u>	<u>Filing Date</u>
Norton McNaughton	1,833,865		03-May-91	
Maggie McNaughton	1,780,351		16-Jul-93	
Pant-Her	702,630		09-Aug-60	
Pant-Her and Design	1,158,183		23-Jun-81	
Modiano	1,898,409		06-June-93	
Kate McNaughton	1,933,711		30-Jan-96	
McNaughton Wear	1,992,213		06-Aug-96	
Danielle Paige		747676,185		18-May-95
D.P.S.	2,049,780		01-Apr-97	
Norton Studio	2,055,989		22-Apr-97	
Katherine Marie	1,940,249		05-Dec-95	
Norty's	1,918,602		15-Sep-95	

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UNIFORM COMMERCIAL CODE - FINANCING STATEMENT - FORM UCC-1

UNIFORM COMMERCIAL CODE
FINANCING STATEMENT
FORM UCC-1
REVISED 1997

N

1. This form is to be filed with the Secretary of State of the State in which the Debtor is organized or the Secured Party and Debtor reside and also with the Secretary of State of the State in which the collateral is located. It should be prepared on a separate sheet of paper, preferably 8 1/2" x 11" or 8 1/2" x 14". Only one copy of each additional sheet should be prepared to be filed with the filing office with a set of three copies of the Financing Statement. LONG DISTANCE CALLS ARE AVAILABLE IN ILLINOIS, IOWA, MISSOURI AND WISCONSIN. For a complete list of offices for this purpose, contact the Secretary of State of the State in which the collateral is located. 2. When a copy of the security agreement is used as a financing statement, it is recommended that it be accompanied by a completed but unsigned list of these items, without extra fee. 3. At the time of signing this form, the filing office should return this copy as an acknowledgment. At a later time, secured parties may wish to sign form UCC-1 as a financing statement.

033692

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

2. Secured Party(ies) and address(es)

For Filing Officer (Date, Time, Number, and Filing Office)

Norton McNaughton of Squire, Inc.
463 Seventh Avenue
New York, NY 10018

NationBank Commercial Corporation, as Collateral Agent
P.O. Box 4095
Atlanta, GA 30302

Tax ID/Social Security No.

Tax ID/Social Security No.

4. This financing statement covers the following type(s) (or items) of property:

This Financing Statement covers all of the Debtor's right, title and interest in and to all trademarks whether now or hereafter existing and whether now owned or hereafter acquired of every kind and description, as more fully described in Schedule A attached hereto and made a part hereof.

5. Assignor(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral (check if yes)

Filed with

- already subject to a security interest in another jurisdiction when it was brought into this state
- when in process of the original collateral described above in which a security interest was perfected

U.S. Patent & Trademark Office

Check if covered; Proceeds of Collateral are also covered; Products of Collateral are also covered. No. of additional States presented: 3

Norton McNaughton of Squire, Inc.

NationBank Commercial Corporation, as Collateral Agent

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

11: Filing Office Copy Alphabetical

STANDARD FORM - FORM UCC-1.

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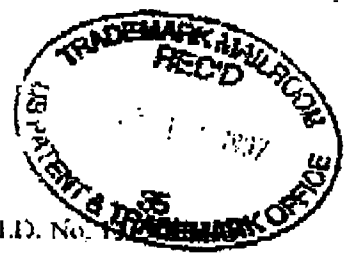
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SCHEDULE A

to UCC-1 Financing Statement Naming:



NORTON McNAUGHTON OF SQUIRE, INC.,
as Debtor

Tax I.D. No. 14

and

NATIONSBANC COMMERCIAL CORPORATION,
as Collateral Agent,
as Secured Party

Tax I.D. No. 58-1163256

This Financing Statement covers the following personal property of the Debtor wherever located and whether now or hereinafter existing and whether now owned or hereinafter acquired (collectively, the "Collateral"):

(a) (i) all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by the Debtor (including, without limitation, all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers described in Schedule I hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States any state thereof or any other country or any political subdivision thereof), and all renewals, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Debtor relating to the distribution of products and services in connection with which any of such marks are used, and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past and future infringements or dilutions thereof and the right to sue for past, present and future infringements and dilutions thereof (hereinafter referred to collectively as the "Trademarks"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensor or licensee and providing for the grant of any right to use any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses or agreements and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses.

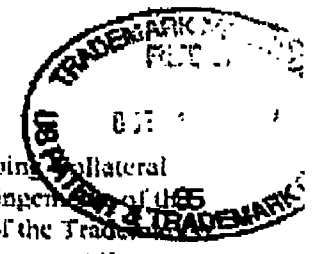
(b) the books and records of the Debtor relating to any of the foregoing Collateral, including, without limitation, all customer contracts, sale orders, minute books, ledgers, records, computer programs, software, printouts and other computer materials, customer lists, credit files, correspondence and advertising materials, in each case indicating, summarizing or evidencing any of the Collateral, and

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(c) all cash and non-cash proceeds of any and all of the foregoing Collateral (including, without limitation, (i) damages and payments for past or future infringement of Trademarks and (ii) the right to sue for past, present and future infringements of the Trademarks and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) and any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral;

in each case howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise): provided that, nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Secured Party in the Debtor's interest in any contract right, any license agreement, any lease or any other general intangible (other than any of the foregoing constituting an account or a general intangible for money due or to become due to which Section 9-318(4) of the New York Uniform Commercial Code applies) (each such contract right, license agreement, lease and other general intangible, other than those described in the preceding parentheses, being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by the Debtor to the Secured Party is prohibited by the terms and provisions of the written agreement, document or instrument creating or evidencing such Excluded Property, provided, however, that if and when the prohibition which prevents the granting by the Debtor to the Secured Party of a security interest in any Excluded Property is removed or otherwise terminated, the Secured Party will be deemed to have, and at all times to have had, a security interest in such Excluded Property. Notwithstanding anything set forth herein to the contrary, the Secured Party will be deemed to have, and at all times to have had, a security interest in the proceeds of such Excluded Property.

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SCHEDULE I
Trademarks and Trademark Licenses



United States Patent
and Trademark Office

<u>Trademark/Tradename</u>	<u>Reg. #</u>	<u>Serial #</u>	<u>Reg. Date</u>	<u>Filing Date</u>
Norton McNaughton	1,833,865		03-May-94	
Maggie McNaughton	1,780,351		16-Jul-93	
Pant-Her	202,630		09-Aug-60	
Pant-Her and Design	1,158,183		23-Jun-81	
Modiano	1,898,409		06-June-95	
Kate McNaughton	1,953,711		30-Jan-96	
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Danielle Paige		74/676,185		18-May-95
D.P.S.	2,049,780		01-Apr-97	
Norton Studios	2,055,980		22-Apr-97	
Katherine Marie	1,940,249		05-Dec-95	
Nurty's	1,918,602		15-Sep-95	

RECORDED: 10/10/1997

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CERTIFICATE OF MAILING

I hereby certify that a true and correct copy of the foregoing **CORRECTED**


RECORDATION FORM COVER SHEET WITH ATTACHMENTS is being deposited

with the United States Postal Service with sufficient postage as EXPRESS MAIL, label no. EL

808863882 in an envelope addressed to:

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Dated: July 1, 2002



Signature

Stanley Seuradge

Typed or printed name
of person signing

SCHULTE ROTH & ZABEL LLP

919 Third Avenue
New York, NY 10022
(212) 756-2000
fax (212) 593-5955

www.srz.com

Writer's Direct Number
(212) 810-7495

Writer's E-mail Address
stanley.seuradge@srz.com

July 1, 2002

EXPRESS MAIL

Commissioner for Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Re: Correction to Reel 1645/Frame 0297
Assignment for Security
Norton McNaughton of Square, Inc./ Nationsbanc Commercial Corporation
Our Reference No.: 051848/0001

Dear Sir or Madam:

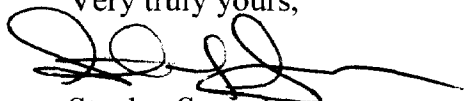
We enclose for recordation a document that will correct the U.S. Patent and Trademark Office records concerning the above-referenced recordation. Please record the correction against each of the trademark filings identified in the accompanying Document Cover Sheet.

The document recorded at Reel 1645/Frame 0297 should have been recorded as a Security Agreement and not an Assignment.

We authorize the deduction from Schulte Roth & Zabel LLP's Deposit Account No. 500675 of \$315.00, plus any deficiencies therein, to cover recordation fees, and we enclose a duplicate copy of this transmittal letter is enclosed for this purpose.

Also enclosed are self-addressed postage prepaid postcard, which we request that you date stamp and return to us to acknowledge your receipt of this filing.

Very truly yours,



Stanley Seuradge
Legal Assistant

Enclosures

cc: Scott M. Kareff, Esq.

9257216.1

RECORDED: 07/01/2002

TRADEMARK

REEL: 002541 FRAME: 0358