

07-24-2002

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

REC  
T



102166524

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.

7-24-02

1. Name of conveying party(ies):

Urban Brands, Inc.

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

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

2. Name and address of receiving party(ies)

Name: AmSouth Bank

c/o AmSouth Capital Corp.

Street Address: 350 Park Ave., 20th Floor

City: New York State: NY Zip: 10022

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

3. Nature of conveyance:

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

Execution Date: 7/19/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 2298918

Additional number(s) attached  Yes  No

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

Name: Maisha Gibson

Internal Address:

Street Address: Goldberg, Kohn et al.

55 E. Monroe St., Suite 3700

City: Chicago State: IL Zip: 60603

6. Total number of applications and registrations involved:

13

7. Total fee (37 CFR 3.41).....\$340.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Maisha Gibson  
Name of Person Signing

July 23, 2002

Date

Total number of pages including cover sheet, attachments, and document: 9

07/24/2002 DBYRNE 00000260 2298918

01 FC:481  
02 FC:482

40.00 OP  
300.00 OP

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

TRADEMARK  
REEL: 2548 FRAME: 0726

# SCHEDULE 1

## TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Registration No.</u>	<u>Date Registered</u>
100% GIRLS	2,298,918	12/7/99
100% KIDS	2,165,349	6/16/98
100% KIDS	2,184,264	8/25/98
ASHLEY STEWART	2,438,806	3/27/01
ASHLEY STEWART	2,046,868	3/25/97
GREAT WOMEN OF STYLE	2,266,303	8/3/99
MARIANNE	2,548,888	3/19/02

## TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
ASHLEY STEWART	75/982,187	5/14/01
ASHLEY STEWART	76/330,074	10/25/01
JAZA	76/096,648	7/26/00
THE .M LOOK AND DESIGN	76/332,927	11/1/01
URBAN BRANDS, INC.	75/413,469	12/31/97
URBAN BRANDS, INC.	75/979,166	12/31/97

# TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Agreement") made as of this 19<sup>th</sup> day of July, 2002 by Urban Brands, Inc. ("Grantor") in favor of AmSouth Bank, in its capacity as Agent for the Lenders party to the Loan Agreement (defined below) ("Grantee"):

## W I T N E S S E T H

WHEREAS, Grantor, Grantee and Lenders are parties to a certain Loan and Security Agreement of even date herewith (as the same may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement") providing the extensions of credit from time to time made to Grantor and certain of its affiliates by Lenders;

WHEREAS, pursuant to the terms of the Loan 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 or arising (a) trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith (other than "intent to use" applications until a verified statement of use or an amendment to alleged use is filed with respect to such applications); (b) all renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing, under licenses of the foregoing, or with respect to any of the foregoing including, without limitation, damages and payments for past, present and future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing (collectively, "Trademarks") and all products and proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement;

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 Loan Agreement. The Loan 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 Loan 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 Loan 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 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, other than Permitted Liens or as indicated on Schedule I;

(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 Loan Agreement shall have been terminated, Grantor shall not, without the prior written consent of Grantee or except in accordance with the terms of the Loan Agreement, sell or assign its interest in, or grant any license under (except in the ordinary course of business consistent with past practices), 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 (to the extent of its rights under such license), 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) (except in circumstances where in the reasonable opinion of Grantor it would be commercially imprudent to do so) 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 reasonable request from time to time, with a certificate of an officer of Grantor certifying Grantor's compliance with the foregoing. Upon the occurrence and during the continuance of an Event of Default, Grantor agrees that Grantee shall have the right to establish such additional product quality controls as Grantee in its reasonable judgment, may

deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks.

6. New Trademarks. If, before Grantor's Obligations shall have been satisfied in full or before the Loan Agreement has been terminated, Grantor shall (i) become aware of any existing Trademarks of which Grantor has not previously informed Grantee, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Agreement above shall automatically apply thereto and Grantor shall give to Grantee prompt written notice thereof. Grantor hereby authorizes Grantee to modify this Agreement by amending Schedule 1 to include any such Trademarks.

7. Duties of Grantor. Grantor shall (i) file and prosecute diligently any trademark applications pending as of the date hereof or hereafter, (ii) preserve and maintain all rights in the Trademarks, as reasonably deemed appropriate by Grantor (iii) ensure that Trademarks are and remain enforceable, other than immaterial Trademarks.

8. Grantee's Right to Sue. After the occurrence and during the continuance of 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 reasonably required by Grantee in aid of such enforcement and Grantor shall promptly, upon demand, reimburse and indemnify Grantee for all reasonable costs and expenses incurred by Grantee in the exercise of its rights under this Section 8.

9. 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 Loan 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 and during the continuance of an Event of Default, to make, constitute and appoint any officer or agent of Grantee as Grantee 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) (save to the extent prohibited by applicable law) take any other actions with respect to the Trademarks as Grantee deems to be in the best interest of Grantee, or (iii) (save to the extent prohibited by applicable law) 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, except to the extent constituting gross negligence or willful misconduct. This power of attorney shall be irrevocable until Grantor's Obligations shall have been paid in full and the Loan 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.

10. 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 and delivered, will be deemed an original and all of which shall together constitute one and the same instrument.


11. Termination of Security Interests; Release of Collateral. Upon payment in full of all Obligations (other than contingent indemnification obligations to the extent no unsatisfied claim giving rise thereto has been asserted) and the termination of all Commitments under the Loan Agreement, this Agreement shall terminate. Upon such termination of the security interests or release of any Collateral or Trademark Collateral, Agent will, at the expense of Grantor, execute and deliver to Grantor such documents as Grantor shall reasonably request to evidence the termination of Security Interests or the release of such Collateral or Trademark Collateral, as the case may be.

12. APPLICABLE LAW. THIS TRADEMARK SECURITY AGREEMENT SHALL BE GOVERNED BY, AND SHALL BE CONSTRUED AND ENFORCED IN ACCORDANCE WITH, THE INTERNAL LAWS OF THE STATE OF NEW YORK, WITHOUT REGARD TO CONFLICTS OF LAWS PRINCIPLES.

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

URBAN BRANDS, INC.

Each By  
Title

  
\_\_\_\_\_

STEVEN J. LAMB  
EXECUTIVE VICE PRESIDENT &  
CHIEF FINANCIAL OFFICER

Agreed and Accepted  
As of the Date First Written Above

AMSOUTH BANK, as Agent

By \_\_\_\_\_  
Title \_\_\_\_\_

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

URBAN BRANDS, INC.

Each By \_\_\_\_\_  
Title \_\_\_\_\_

Agreed and Accepted  
As of the Date First Written Above

AMSOUTH BANK, as Agent

By Richard Gere  
Title Attorney-In-Fact

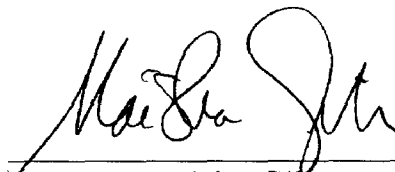


**CERTIFICATE OF EXPRESS MAIL UNDER 37 CFR 1.10**

**“Express Mail” Mailing Label Number:** EL 873 637 740 US

**Date of Deposit: July 23, 2002**

I hereby certify that the enclosed Trademark Security Agreement is being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service under 37 CFR 1.10 on the date indicated above and is addressed to the Commissioner of Patents and Trademarks, 1213 Jefferson Davis Highway, Crystal Gateway 4, Arlington, Virginia 22202-3513.



Maisha Gibson

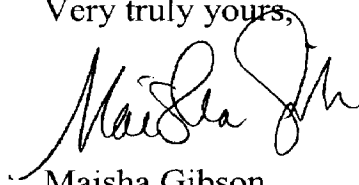
Commissioner of Patents and Trademarks

July 23, 2002

Page 2

Please stamp and return the self-addressed, stamped postcard acknowledging your receipt of the enclosed documents. If you have any questions regarding the above, you may contact me at the number listed above.

Very truly yours,

A handwritten signature in black ink, appearing to read "Maisha Gibson". The signature is fluid and cursive, with a large loop at the end.

Maisha Gibson  
Legal Assistant

MXG/lr

Enclosures

cc: Joseph M. Martin, Esq. (with enclosure)  
Allison G. Hammer, Esq. (with enclosure)