

MAD
8-5-02

08-07-2002

Patent and Trademark Office



102180788

To the Honorable Commissioner of Patents & Trademarks, 102180788 and all documents or copy thereof.

1. Name of conveying party(ies): John Rich & Sons Investment Holding Co. 2. Name and address of receiving party(ies):

John Rich & Sons Investment Holding Co.

Name: Citizens Bank of Pennsylvania, as Agent
Internal Address: Attn: Joseph N. Butto, V.P.
Street Address: 2 North Second Street
City: Harrisburg State: PA Zip: 17110

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached?
 yes no

8-5-02

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

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

If assignee is not domiciled in the United States,
a domestic representative designation is attached:
 Yes No

Execution Date: July 22, 2002

(Designations must be separate document from assignment)
Additional name(s) & address(es) attached?
 Yes No

4. Application number(s) or patent number(s):
A. Trademark Application No.(s) _____ B. Trademark Registration No.(s) _____
See Attached.

Additional numbers attached? Yes No

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

Name: Barley Snyder
Internal Address: _____
Attn: Stephen D. Flaherty
Street Address: 126 East King Street
City: Lancaster State: PA
Zip: 17602

6. Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41) --- \$ 815.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number: _____
(Attach duplicate copy of this page if paying by deposit account)

FINANCIAL SECTION
AUG 11 2002

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.

Stephen D. Flaherty, Esquire [Signature] July, 2002
Counsel to Citizens Bank of Pennsylvania
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document 12

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

08/07/2002 TDIAZ1 00000017 78106184

01 FC:481
02 FC:482

40.00 DP
775.00 DP

1094120.1

TRADEMARK
REEL: 002557 FRAME: 0029

Schedule A
John Rich and Sons Investment Holding Company Trademarks

Trademark	Application Serial No./Registration No.	Filing/Registration Date
THE ORIGINAL OUTDOOR CLOTHING COMPANY typed drawing	78/106,184	2/1/2002
PEARCE and design	78/105,474	1/29/2002
ARCTIC INSULATION typed drawing	78/101,194	1/7/2002
EVERYTHING ELSE IS JUST A COPY typed drawing	78/097,236	12/7/2001
HOME AND OUTDOOR LIVING typed drawing	78/059,991	4/24/2001
SPORTSTRETCH typed drawing	78/048,855	2/16/2001
TECHNOWOOL typed drawing	78/039,327	12/14/2000
TECHNOWOOL and design	75/866,181	12/7/1999
WOOLRICH and design	75/545,491	9/1/1998
THINK OUTSIDE THE BOUNDARIES typed drawing	2,498,517	10/16/2001
WOOLRICH typed drawing	2,428,744	2/13/2001
WOOLRICH stylized letters	2,398,472	8/27/1998
BABYRICH stylized letters	2,353,842	5/30/2000
WOOLRICH SINCE 1830 design and words	2,138,336	2/24/1998
WOOLRICH EST. 1830 design, letters and numbers	2,121,152	12/16/1997
WOOLRICH EST. 1830 design, letters and numbers	2,121,151	12/16/1997
HYDROMAX 2100 typed drawing	2,082,453	7/22/1997
WOOLRICH typed drawing	2,077,561	7/8/1997
WOOLRICH and design	2,029,019	1/7/1997
WOOLRICH SINCE 1830 design, letters and numbers	2,029,018	1/7/1997
WOOLRICH and design	1,748,588	1/26/1993

WOOLRICH and design	1,671,429	1/7/1992
WOOLRICH and design	1,669,518	12/24/1991
WOOLRICH typed drawing	1,617,668	10/16/1990
WOOLRICH and design	1,585,752	3/6/1990
CAMWOOLFLAGE typed drawing	1,538,221	5/9/1989
SCRUFFS CLOTHES FOR COMFORT design and words	1,504,058	9/13/1988
THE TETON GROUP and design	1,485,351	4/19/1998
THE TETON GROUP typed drawing	1,485,348	4/19/1988
WOOLRICH and design	1,465,566	11/17/1987
MALONE PANTS typed drawing	903,049	11/24/1970
SAFTBAK stylized letters	529,323	8/22/1950

TRADEMARK**REEL: 002557 FRAME: 0031**

**TRADEMARK SECURITY
AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") is made this 22nd day of July, 2002 by and between **JOHN RICH & SONS INVESTMENT HOLDING CO.**, a Delaware corporation having a mailing address at 300 Delaware Avenue, 9th Floor, Delaware 19801 ("**Guarantor**"), and **CITIZENS BANK OF PENNSYLVANIA**, a Pennsylvania state-chartered banking institution, having a mailing address at 2 North Second Street, Harrisburg, Pennsylvania 17110 as collateral agent ("**Agent**") for those certain financial institutions (the "**Banks**") who are parties to that certain Loan Agreement of even date herewith (as amended thereafter from time to time, the "**Loan Agreement**").

BACKGROUND

Guarantor has executed and delivered a certain Guaranty and Suretyship Agreement (the "**Guaranty**") to the Agent pursuant to the Loan Agreement. In order to induce the Banks to execute and deliver the Loan Agreement and provide credit to Woolrich, Inc. ("Borrower"), an affiliate of Guarantor, Guarantor has executed the Guaranty and, as security for Borrower's obligations under the Loan Agreement and for Guarantor's Obligations under the Guaranty, Guarantor has agreed to grant Agent a security interest in certain trademark rights, as hereinafter set forth. Pursuant to this Agreement, the Loan Documents and the Guaranty, Agent shall have the right to foreclose on the Trademarks (as defined hereinbelow) in the event of the occurrence and continuance of an Event of Default under the Guaranty, the Loan Documents and/or hereunder (subject, however, to any applicable grace periods specified therein or herein which must expire before such Default occurs), in order that the Guarantor may continue its use of the Trademarks and maintain product specifications and quality. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Guarantor hereby agrees with Agent as follows:

1. Security Interest in Marks. To secure the complete and timely payment and satisfaction of all of the Obligations, the Guarantor hereby grants, assigns and conveys to the Agent a security interest in and to all of Guarantor's trademark applications and trademarks, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, (all of the foregoing are collectively called the "Marks"), together with the goodwill of the business symbolized by each of the Marks and the registrations thereof.

2. Warranties and Representations. The Guarantor covenants and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, subject only to existing licenses; (b) it has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks (excluding trademark applications) are subsisting and have not been adjudged invalid or unenforceable; (d) to the best of Guarantor's knowledge, each of the Marks is valid and enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; and (f) Guarantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks.

3. Right to Benefits. If, before the Obligations shall have been satisfied in full, the Guarantor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of paragraph 1 shall automatically apply thereto.

4. Future Marks. The Guarantor shall notify Agent promptly upon filing any additional applications for Marks or receiving any additional Marks and shall execute such further security assignments thereof or amendments of this Agreement as Agent may request in order to grant a security interest in the same to Agent on the terms of this Agreement, provided that no recordings of such amendments shall be required in any office other than the U.S. Patent and Trademark Office or the required filing office under the Uniform Commercial Code and recordings of such amendments with the U.S. Patent and Trademark Office or the required filing office under the Uniform Commercial Code shall only be made upon the Agent's request and shall not occur more frequently than once during each period of six (6) months following the Closing Date. The Guarantor authorizes the Agent to modify this Agreement by amending Schedule A to include any future trademarks which are Marks under paragraph 1 or paragraph 3 hereof.

5. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default of the Loan Agreement by Borrower or Guarantor; and (b) any violation of any representation, warranty or covenant contained in this Agreement and any modification or amendment hereof by Guarantor which is not waived or cured and remedied within fifteen (15) calendar days after notice thereof to Borrower or Guarantor.

6. Guarantor's Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, the Guarantor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Guarantor from (a) licensing any of Marks in the regular course of its business, or (b) failing to renew or otherwise abandoning any item included within the Marks if, in the Guarantor's good judgment, the retention of such item is not material to the proper conduct of its business, provided, however, that Guarantor shall give the Agent ten

(10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

7. Agent's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without advertisement, sell at public sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the schedule A registrations and applications, the goodwill and equipment associated therewith, or any interest which the Guarantor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Guarantor at least ten (10) calendar days before the time of any intended sale or other disposition of the Marks is to be made, which the Guarantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Guarantor, which right is hereby waived and released. Anything else herein to the contrary notwithstanding, upon the occurrence of an Event of Default, Agent shall not sell or license the Marks or any interest therein for a period of 90 days ("Grace Period") during which time Guarantor shall use its best efforts to sell in a commercially reasonable manner the whole or any part of the Marks or any interest the Guarantor may have therein. Any sale of the Marks shall be subject to the Agent's approval, in its sole discretion, unless the proceeds of sale will pay the Obligations in full. The proceeds of any sale, after payment of the expenses of sale, shall be applied only to the payment of the Obligations until the Obligations have been paid in full, and thereafter as directed by Guarantor. If, after such Grace Period, any part of the Obligations remains unpaid, Agent may exercise its right to sell or dispose of the remainder of the whole or any part of the Marks or any interest the Agent may have therein in the manner set forth above.

8. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Guarantor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select in its exclusive discretion, as the Guarantor's true and lawful attorney-in-fact, with the power to endorse the Guarantor's names on all applications, documents, papers and instruments necessary for the Agent to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The Guarantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. Termination. At such time as the Borrower shall completely satisfy all of the Obligations and all other liabilities of the Borrower to the Agent under the Loan Agreement and the obligations of the Agent under the Loan Agreement have terminated, or any agreement executed in connection therewith, this Agreement shall terminate and the Agent shall execute and deliver to the Guarantor all deeds, assignments, releases and other instruments as may be necessary or proper to re-vest in the Guarantor the full unencumbered title to the Marks, registrations and applications and the goodwill associated therewith, subject to any proper disposition thereof which may have been made by the Agent pursuant hereto.

10. Fees and Expenses of Agent. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Agent in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Borrower on demand by the Agent, and until so paid shall be added to the principal amount of the Obligations .

11. Protection of Marks.

(a) The Guarantor shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Agent shall, upon the reasonable request of the Guarantor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement.

(b) If an Event of Default shall have occurred and be continuing, the Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Guarantor shall at the request of the Agent do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement.

12. No Waiver. No course of dealing between the Guarantor and the Agent nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Manufacture and Sale. The parties understand and agree that the trademark security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Agent pursuant to the Loan Agreement and the other loan documents referred to therein, will permit the Agent, upon the happening of an Event of Default as provided herein and subject to prior granted licenses, to make use of all rights to the Marks, the goodwill associated therewith, all of which will permit the Agent to use of the Marks for substantially the same product specifications and quality as maintained by Guarantor.

15. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 3.

16. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

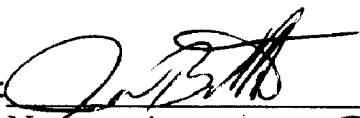
ATTEST:

John A. Dorynski
Secretary

JOHN RICH & SONS INVESTMENT
HOLDING CO.:

By: *Francis B. Jacobs II*
Name: Francis B. Jacobs, II
Title: President

CITIZENS BANK OF PENNSYLVANIA

By: 
Name: Joseph N. Butta
Title: Vice President

STATE OF DELAWARE

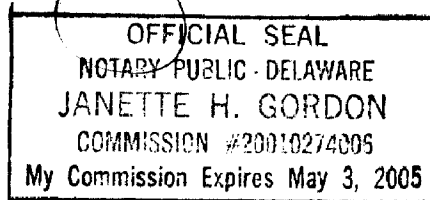
SS

COUNTY OF *New Castle*

On this, the *19th* day of July, 2002, before me, the undersigned officer, personally appeared *Francis B. Jacobs*, who acknowledged himself/herself to be the *President* of John Rich & Sons Investment Holding Co., a Delaware corporation, and that as such *Francis B. Jacobs* being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as *President*

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public



COMMONWEALTH OF PENNSYLVANIA :

SS

COUNTY OF :

On this _____ day of July, 2002, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Citizens Bank of Pennsylvania, a Pennsylvania state-chartered banking institution, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as _____

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public



COMMONWEALTH OF PENNSYLVANIA)
)
) SS:
COUNTY OF LANCASTER)

On this, the 31st day of July, 2002, before me, the undersigned officer, personally appeared STEPHEN D. FLAHERTY, known to me or satisfactorily proven to be a member of the bar of the highest court of Pennsylvania, and certified that he was personally present when the foregoing Trademark Security Agreement was signed by Joseph N. Butto, Vice President of Citizens Bank of Pennsylvania.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notarial Seal
Richard J. Hansberry, Notary Public
Lancaster, Lancaster County
My Commission Expires Nov. 25, 2002
Member, Pennsylvania Association of Notaries

Richard J. Hansberry
Notary Public

126 East King Street
Lancaster, PA 17602-2893
Tel 717.299.5201 Fax 717.291.4660
www.barley.com

Carol A. Current, Paralegal
Direct Dial Number: 717.399.1537
E-mail: ccurrent@barley.com

July 31, 2002

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Re: **Trademark Security Agreement – John Rich & Sons
Investment Holding Co./Citizens Bank of Pennsylvania**

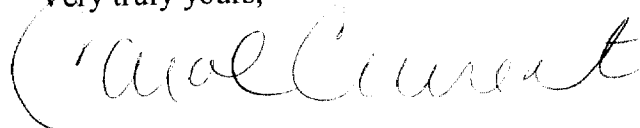
Dear Sir or Madam:

In order to acquire a security interest in trademarks of record with the U.S. Patent and Trademark Office ("PTO"), John Rich & Sons Investment Holding Co. and Citizens Bank of Pennsylvania have entered into a Trademark Security Agreement. I have enclosed for filing with your office a Recordation Form Cover Sheet, together with the Trademark Security Agreement, to establish a security interest in certain trademarks which are attached as an exhibit to the Trademark Security Agreement.

Please process the filing of the enclosed Recordation Form/Trademark Security Agreement and return evidence of the enclosed material as "filed" with your office. Also enclosed is our check in the amount of \$815 to fulfill the fee requirements that your office has with respect to this Trademark Security Agreement filing.

If you have any questions or require any additional information with respect to this matter, please contact me immediately.

Very truly yours,



Carol A. Current
Paralegal

cac:1097801.1
Enclosures

COPY

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):
John Rich & Sons Investment Holding Co.

- Individual(s)
 - Association
 - General Partnership
 - Limited Partnership
 - Corporation-State Delaware
 - Other _____
- Additional name(s) of conveying party(ies) attached?
 yes no

3. Nature of conveyance:
 Assignment Merger
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(Designations must be separate document from assignment)
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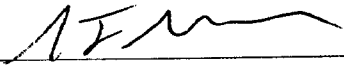
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 Authorized to be charged to deposit account

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.
Stephen D. Flaherty, Esquire
Counsel to Citizens Bank of Pennsylvania
Name of Person Signing _____
Signature  _____
Date July, 2002

Total number of pages including cover sheet, attachments, and document 12

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

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Guarantor has executed and delivered a certain Guaranty and Suretyship Agreement (the "**Guaranty**") to the Agent pursuant to the Loan Agreement. In order to induce the Banks to execute and deliver the Loan Agreement and provide credit to Woolrich, Inc. ("**Borrower**"), an affiliate of Guarantor, Guarantor has executed the Guaranty and, as security for Borrower's obligations under the Loan Agreement and for Guarantor's Obligations under the Guaranty, Guarantor has agreed to grant Agent a security interest in certain trademark rights, as hereinafter set forth. Pursuant to this Agreement, the Loan Documents and the Guaranty, Agent shall have the right to foreclose on the Trademarks (as defined hereinbelow) in the event of the occurrence and continuance of an Event of Default under the Guaranty, the Loan Documents and/or hereunder (subject, however, to any applicable grace periods specified therein or herein which must expire before such Default occurs), in order that the Guarantor may continue its use of the Trademarks and maintain product specifications and quality. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Loan Agreement.

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6. Guarantor's Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, the Guarantor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Guarantor from (a) licensing any of Marks in the regular course of its business, or (b) failing to renew or otherwise abandoning any item included within the Marks if, in the Guarantor's good judgment, the retention of such item is not material to the proper conduct of its business, provided, however, that Guarantor shall give the Agent ten

(10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

7. Agent's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement and the Loan Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without advertisement, sell at public sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the schedule A registrations and applications, the goodwill and equipment associated therewith, or any interest which the Guarantor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Guarantor at least ten (10) calendar days before the time of any intended sale or other disposition of the Marks is to be made, which the Guarantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Guarantor, which right is hereby waived and released. Anything else herein to the contrary notwithstanding, upon the occurrence of an Event of Default, Agent shall not sell or license the Marks or any interest therein for a period of 90 days ("Grace Period") during which time Guarantor shall use its best efforts to sell in a commercially reasonable manner the whole or any part of the Marks or any interest the Guarantor may have therein. Any sale of the Marks shall be subject to the Agent's approval, in its sole discretion, unless the proceeds of sale will pay the Obligations in full. The proceeds of any sale, after payment of the expenses of sale, shall be applied only to the payment of the Obligations until the Obligations have been paid in full, and thereafter as directed by Guarantor. If, after such Grace Period, any part of the Obligations remains unpaid, Agent may exercise its right to sell or dispose of the remainder of the whole or any part of the Marks or any interest the Agent may have therein in the manner set forth above.

8. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Guarantor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select in its exclusive discretion, as the Guarantor's true and lawful attorney-in-fact, with the power to endorse the Guarantor's names on all applications, documents, papers and instruments necessary for the Agent to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The Guarantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. Termination. At such time as the Borrower shall completely satisfy all of the Obligations and all other liabilities of the Borrower to the Agent under the Loan Agreement and the obligations of the Agent under the Loan Agreement have terminated, or any agreement executed in connection therewith, this Agreement shall terminate and the Agent shall execute and deliver to the Guarantor all deeds, assignments, releases and other instruments as may be necessary or proper to re-vest in the Guarantor the full unencumbered title to the Marks, registrations and applications and the goodwill associated therewith, subject to any proper disposition thereof which may have been made by the Agent pursuant hereto.

10. Fees and Expenses of Agent. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Agent in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Borrower on demand by the Agent, and until so paid shall be added to the principal amount of the Obligations .

11. Protection of Marks.

(a) The Guarantor shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Agent shall, upon the reasonable request of the Guarantor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement.

(b) If an Event of Default shall have occurred and be continuing, the Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Guarantor shall at the request of the Agent do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement.

12. No Waiver. No course of dealing between the Guarantor and the Agent nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Manufacture and Sale. The parties understand and agree that the trademark security assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Agent pursuant to the Loan Agreement and the other loan documents referred to therein, will permit the Agent, upon the happening of an Event of Default as provided herein and subject to prior granted licenses, to make use of all rights to the Marks, the goodwill associated therewith, all of which will permit the Agent to use of the Marks for substantially the same product specifications and quality as maintained by Guarantor.

15. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 3.

16. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.


ATTEST:

John A. Dzyguski
Secretary

JOHN RICH & SONS INVESTMENT
HOLDING CO.:

By: *Francis B. Jacobs II*
Name: Francis B. Jacobs, II
Title: President

CITIZENS BANK OF PENNSYLVANIA

By: 
Name: Joseph W. Butta
Title: Vice President

Schedule A
John Rich and Sons Investment Holding Company Trademarks

Trademark	Application Serial No./Registration No.	Filing/Registration Date
THE ORIGINAL OUTDOOR CLOTHING COMPANY typed drawing	78/106,184	2/1/2002
PEARCE and design	78/105,474	1/29/2002
ARCTIC INSULATION typed drawing	78/101,194	1/7/2002
EVERYTHING ELSE IS JUST A COPY typed drawing	78/097,236	12/7/2001
HOME AND OUTDOOR LIVING typed drawing	78/059,991	4/24/2001
SPORTSTRETCH typed drawing	78/048,855	2/16/2001
TECHNOWOOL typed drawing	78/039,327	12/14/2000
TECHNOWOOL and design	75/866,181	12/7/1999
WOOLRICH and design	75/545,491	9/1/1998
THINK OUTSIDE THE BOUNDARIES typed drawing	2,498,517	10/16/2001
WOOLRICH typed drawing	2,428,744	2/13/2001
WOOLRICH stylized letters	2,398,472	8/27/1998
BABYRICH stylized letters	2,353,842	5/30/2000
WOOLRICH SINCE 1830 design and words	2,138,336	2/24/1998
WOOLRICH EST. 1830 design, letters and numbers	2,121,152	12/16/1997
WOOLRICH EST. 1830 design, letters and numbers	2,121,151	12/16/1997
HYDROMAX 2100 typed drawing	2,082,453	7/22/1997
WOOLRICH typed drawing	2,077,561	7/8/1997
WOOLRICH and design	2,029,019	1/7/1997
WOOLRICH SINCE 1830 design, letters and numbers	2,029,018	1/7/1997
WOOLRICH and design	1,748,588	1/26/1993

WOOLRICH and design	1,671,429	1/7/1992
WOOLRICH and design	1,669,518	12/24/1991
WOOLRICH typed drawing	1,617,668	10/16/1990
WOOLRICH and design	1,585,752	3/6/1990
CAMWOOLFLAGE typed drawing	1,538,221	5/9/1989
SCRUFFS CLOTHES FOR COMFORT design and words	1,504,058	9/13/1988
THE TETON GROUP and design	1,485,351	4/19/1998
THE TETON GROUP typed drawing	1,485,348	4/19/1988
WOOLRICH and design	1,465,566	11/17/1987
MALONE PANTS typed drawing	903,049	11/24/1970
SAFTBAK stylized letters	529,323	8/22/1950

TRADEMARK**REEL: 002557 FRAME: 0051**

STATE OF DELAWARE

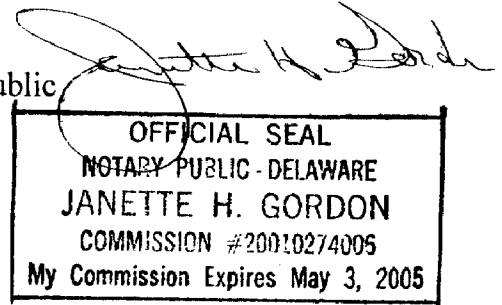
SS

COUNTY OF *New Castle*

On this, the *19th* day of July, 2002, before me, the undersigned officer, personally appeared *Francis B. Jacobs*, who acknowledged himself/herself to be the *President* of John Rich & Sons Investment Holding Co., a Delaware corporation, and that as such *Francis B. Jacobs* being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself/herself as *President*

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public



COMMONWEALTH OF PENNSYLVANIA

SS

COUNTY OF

On this _____ day of July, 2002, before me, the undersigned officer, personally appeared _____, who acknowledged himself to be the _____ of Citizens Bank of Pennsylvania, a Pennsylvania state-chartered banking institution, and that he as such _____, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as _____

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public



COMMONWEALTH OF PENNSYLVANIA)
)
COUNTY OF LANCASTER)

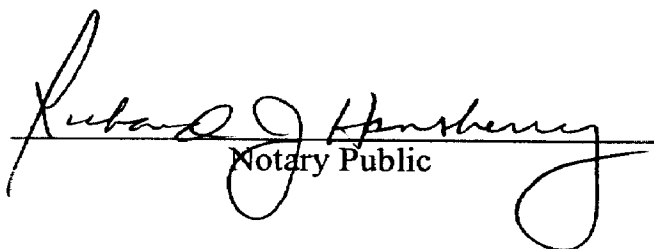
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On this, the 31st day of July, 2002, before me, the undersigned officer, personally appeared STEPHEN D. FLAHERTY, known to me or satisfactorily proven to be a member of the bar of the highest court of Pennsylvania, and certified that he was personally present when the foregoing Trademark Security Agreement was signed by Joseph N. Butto, Vice President of Citizens Bank of Pennsylvania.

IN WITNESS WHEREOF, I hereunto set my hand and notarial seal.

Notarial Seal
Richard J. Hansberry, Notary Public
Lancaster, Lancaster County
My Commission Expires Nov. 25, 2002

Member, Pennsylvania Association of Notaries


Notary Public