

COPY

08-07-2003



102518545

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼

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): 8-5-03
Best Textiles LLC

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

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

2. Name and address of receiving party(ies)
Name: PNC Bank, National Association
Internal
Address: 8th Floor

Street Address: Two Tower Center Blvd.
City: East Brunswick State: NJ Zip: 08816

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Pledge of Trademarks as Security

Execution Date: 6/15/01

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____
See Schedule "A" attached hereto

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Pitney Hardin Kipp & Szuch LLP
 Internal Address: Attn: Linda K. Smith, Esq.
P.O. Box 1945, Morristown, NJ 07962-1945

Street Address: 200 Campus Drive

City: Florham Park State: NJ Zip: 07932

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41)..... \$ 240.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
501145

DO NOT USE THIS SPACE

9. Signature.

Linda K. Smith, Esq. Linda K. Smith, Esq. 8/5/03
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 11

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

TRADEMARK
REEL: 002796 FRAME: 0271

SCHEDULE A TO PLEDGE OF TRADEMARKS AS SECURITY

Registered Trademarks

Trademark	Registration No.	Class No.	Goods
BESTEX (stylized)	429,703	39	Washable service apparel, namely, smocks, gowns, aprons, coats, blouses, jumpers, coveralls, unionalls, overalls, dresses, pants, slacks, and shirts, for waitresses, waiters, chefs, hotel attendants, kitchen workers, hospital attendants, nurses, doctors dentists, beauticians, barbers, butchers, office workers and factory workers, in Class 39.
BETTER YET	1,139,639	24	Table clothes and napkins, in Class 24.
CUSTOM CLOTH	1,110,575	25	Garments, consisting of butcher frocks, waiter and chef coats, and laboratory gowns and pants, in Class 25.
DOWNDRY	1,512,749	24	Towels, in Class 24.
RIB RUB	1,974,098	24	Terry towels, in Class 24.
SOFTER YET <i>[renewed?]</i>	1,887,957	24	Cloth napkins and cloth tablecloths, in Class 24.
SUSSEX	1,512,750	24	Towels supplied to hotels and motels, in Class 24.
TRAY CHIC	1,772,391	24	Fabric placemats for trays for use by airlines, in Class 24.
V.I.P.	1,512,752	24	Towels and bed linens, in Class 24.

Guidelines for Completing Trademarks Cover Sheets

Cover Sheet information must be submitted with each document to be recorded. If the document to be recorded concerns both patents and trademarks, separate patent and trademark cover sheets, including any attached pages for continuing information, must accompany the document. All pages of the cover sheet should be numbered consecutively, for example, if both a patent and trademark cover sheet is used, and information is continued on one additional page for both patents and trademarks, the pages of the cover sheet would be numbered from 1 to 4.

Item 1. Name of Conveying Party(ies).

Enter the full name of the party(ies) conveying the interest. If there is more than one conveying party, enter a check mark in the "Yes" box to indicate that additional information is attached. The name of the second and any subsequent conveying party(ies) should be placed on an attached page clearly identified as a continuation of the information in Item 1. Enter a check mark in the "No" box, if no information is contained on an attached page.

Item 2. Name and Address of Receiving Party(ies).

Enter the name and full address of the first party receiving the interest. If there is more than one party receiving the interest, enter a check mark in the "Yes" box to indicate that additional information is attached. If the receiving party is an assignee not domiciled in the United States, a designation of domestic representative is required. Place a check mark in appropriate box to indicate whether or not a designation of domestic representative is attached. Enter a check mark in the "No" box if no information is contained on an attached page.

Item 3. Nature of Conveyance.

Place a check mark in the appropriate box describing the nature of the conveying document. If the "Other" box is checked, specify the nature of the conveyance. Enter the execution date of the document. The execution date should be entered in the following format: MM/DD/YYYY,

Item 4. Application Number(s) or Registration Number(s).

Indicate the application number(s) including series code and serial number, and/or registration number(s) against which the document is to be recorded. Enter a check mark in the appropriate box: "Yes" or "No" if additional numbers appear on attached pages. Be sure to identify numbers included on attached pages as the continuation of Item 4.

Item 5. Name and Address of Party to whom correspondence concerning document should be mailed.

Enter the name and full address of the party to whom correspondence is to be mailed.

Item 6. Total Applications and Trademarks Involved.

Enter the total number of applications and trademarks identified for recordation. Be sure to include all applications and registrations identified on the cover sheet and on additional pages.

Block 7. Total Fee Enclosed.

Enter the total fee enclosed or authorized to be charged. A fee is required for each application and trademark against which the document is recorded.

Item 8. Deposit account Number.

Enter the deposit account number to authorize charges. Attach a duplicate copy of cover sheet to be used for the deposit charge account transaction.

Item 9. Signature.

Enter the name of the person submitting the document. The submitter must sign and date the cover sheet. Enter the total number of pages including the cover sheet, attachments, and document.

This collection of information is required by 35 USC 261 and 262 and 15 USC 1057 and 1060. The information is used by the public to submit (and by the USPTO to process) patent and trademark assignment requests. After the USPTO records the information, the records for patent and trademarks, assignments, and other associated documents can be inspected by the public. To view documents recorded under secrecy orders or documents recorded due to the interest of the federal government, a written authorization must be submitted. This collection is estimated to take 30 minutes to complete, including gathering, preparing, and submitting the form to the USPTO. Any comments on the amount of time you require to complete this form and/or suggestions for reducing this burden, should be sent to the Manager of the Assignment Division, Crystal Gateway 4, Room 310, 1213 Jefferson Davis Highway, Arlington, Va. 22202. DO NOT SEND FEES OR COMPLETED FORMS TO THIS ADDRESS. SEND TO: Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C., 20231.

SCHEDULE A TO PLEDGE OF TRADEMARKS AS SECURITY

Registered Trademarks

Trademark	Registration No.	Class No.	Goods
BESTEX (stylized)	429,703	39	Washable service apparel, namely, smocks, gowns, aprons, coats, blouses, jumpers, coveralls, unionalls, overalls, dresses, pants, slacks, and shirts, for waitresses, waiters, chefs, hotel attendants, kitchen workers, hospital attendants, nurses, doctors dentists, beauticians, barbers, butchers, office workers and factory workers, in Class 39.
BETTER YET	1,139,639	24	Table clothes and napkins, in Class 24.
CUSTOM CLOTH	1,110,575	25	Garments, consisting of butcher frocks, waiter and chef coats, and laboratory gowns and pants, in Class 25.
DOWNDRY	1,512,749	24	Towels, in Class 24.
RIB RUB	1,974,098	24	Terry towels, in Class 24.
SOFTER YET <i>[renewed?]</i>	1,887,957	24	Cloth napkins and cloth tablecloths, in Class 24.
SUSSEX	1,512,750	24	Towels supplied to hotels and motels, in Class 24.
TRAY CHIC	1,772,391	24	Fabric placemats for trays for use by airlines, in Class 24.
V.I.P.	1,512,752	24	Towels and bed linens, in Class 24.

Prepared by, Record and Return to:
LINDA K. CONNOLLY, ESQ.
Pitney, Hardin, Kipp & Szuch
P.O. Box 1945
Morristown, NJ 07962-1945

PLEDGE OF TRADEMARKS AS SECURITY

This Pledge of Trademarks as Security ("Pledge") made as of the 15th day of June, 2001, by **BEST TEXTILES LLC**, a limited liability company of the State of Delaware, having its principal place of business at 1633 Broadway, 18th Floor, New York, New York 10019 ("Pledgor"), and delivered to **PNC BANK, NATIONAL ASSOCIATION**, a national banking association organized and existing under the laws of the United States of America, having a location at Two Tower Center Boulevard, East Brunswick, New Jersey 08816, in its capacity as agent to certain lenders ("Agent").

WITNESSETH:

WHEREAS, Pledgor is the owner of the Trademarks listed on Schedule "A" annexed hereto, as evidenced by records in the United States Patent and Trademarks Office; and

WHEREAS, Pledgor is the owner of and has exclusive right, title and interest in and to said Trademarks; and

WHEREAS, Agent is contemporaneously herewith entering into a Revolving Credit, Term Loan and Security Agreement with Pledgor ("Loan Agreement") together with certain other documents and agreements relating thereto (collectively, the "Loan Documents") pursuant to which loans and advances may be made by the lenders to Pledgor (hereinafter collectively referred to as the "Loan") ; and

WHEREAS, Agent desires to acquire the Trademarks as security for the Loan and all other obligations of Pledgor to Agent and the lenders related thereto.

NOW THEREFORE, in consideration of the foregoing premises and mutual promises herein contained, Pledgor and Agent, intending to be legally bound, hereby covenant and agree as follows (all capitalized terms used but not defined herein shall have the meanings ascribed thereto in the Loan Agreement):

1. Grant of Security Interest. In consideration of and pursuant to the terms of the Loan Documents, and for other good, valuable and sufficient consideration, the receipt and sufficiency of which is hereby acknowledged, and to secure payment and performance of the Obligations, the Pledgor grants a lien and security interest to the Agent in all its present and future right, title and interest in and to the Trademarks, together with all the goodwill and other tangible assets of the Pledgor associated with and represented by the Trademarks, and the non-intent-to-use

applications for and registration thereof and the right (but not the obligation) to sue for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Representations and Warranties. (a) The Pledgor hereby represents to the best of the Pledgor's knowledge, information and belief, (i) the Pledgor owns free and clear of any liens, claims, charges or encumbrances, or is legally entitled to use, all Trademarks in connection with its business and operations; (ii) the Trademarks do not infringe or violate upon, misappropriate or otherwise conflict with, any intellectual property or other rights of any third parties; (iii) no third party is infringing upon, misappropriating or otherwise violating the intellectual property or other rights of the Pledgor, (iv) there is no pending or, to the knowledge of Pledgor, threatened claim or litigation asserting that the Trademarks infringe the intellectual property or other rights of any third party, nor has the Pledgor received any notice asserting that the Trademarks conflict with the rights of any other party; and (v) the Pledgor has the unqualified right to enter into this Agreement and perform its terms; (b) the Pledgor hereby covenants that (i) the Pledgor will use for the duration of this Agreement, proper notice, as required by 15 U.S.C. §§ 1051-1127 in connection with its use of the Trademarks; (ii) the Pledgor will use for the duration of this Agreement, consistent standards of quality in products leased or sold under the Trademarks; and (iii) the Pledgor will not unreasonably (and will not permit any licensee thereof to) do any act or knowingly omit to do any act whereby any of the Trademarks may become invalidated, abandoned, unenforceable, avoided, avoidable or otherwise diminished in value such that a Material Adverse Effect would result.

3. Verification of Quality Control. The Pledgor hereby grants to the Agent and its employees and agents the right to visit the Pledgor's locations which lease, sell, or store products under any of the Trademarks and to inspect the products and quality control records relating thereto, all in accordance with the Loan Agreement, in order to ensure the Pledgor's compliance with its obligations to use consistent standards of quality as required in paragraph 2(b)(ii).

4. Covenants. The Pledgor further covenants that until all of the Obligations have been satisfied in full, unless Agent gives its prior written consent to the contrary: (a) the Pledgor shall maintain the Trademarks in full force and effect; (b) the Pledgor will not enter into any agreement which is inconsistent with the Pledgor's obligations under this Agreement or which restrict or impair the Agent's rights hereunder; and (c) if the Pledgor acquires rights to any new non-intent-to-use Trademarks, the provisions of this Agreement shall automatically apply thereto and the Pledgor shall give the Agent prompt written notice thereof along with an amended Schedule A; provided, however, that notwithstanding anything to the contrary contained in this Agreement, the Pledgor shall have the right to enter into agreements in the ordinary course of business with respect to the Trademarks.

5. Exclusive Use of Trademarks. So long as this Agreement is in effect and so long as the Pledgor has not received notice from the Agent that an Event of Default has occurred under the Loan Documents and that the Agent has elected to exercise its rights to assignment hereunder, the Pledgor shall continue to have the exclusive right to use the Trademarks including licenses thereof, and the Agent shall have no right to use the Trademarks or issue any exclusive

or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Trademarks to anyone else.

6. Negative Pledge. The Pledgor agrees not to sell, assign (by operation of law or otherwise) or further encumber its rights and interest in the Trademarks without prior written consent of the Agent. The Pledgor shall defend the Trademarks against and shall take other action as is reasonably necessary to remove any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, and will defend the right, title and interest of the Agent in and to any of the Pledgor's rights under the Trademarks against the claims or demands of all persons whatsoever.

7. No Additional Trademarks. As of the date hereof, the Pledgor does not own any Trademarks, or have any Trademarks registered in or the subject of pending applications in the United States Patent and Trademark Office or any similar office or agency in any other country or any political subdivision thereof, other than those grants, registrations or applications for registrations listed on Schedule A annexed hereto and made a part hereof.

8. Pledge of Additional Trademarks. In the event the Pledgor, either itself or through any agent, employee, licensee or designee shall:

(a) file or record an application for the registration of any Trademark with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof, or any other country or any political subdivision thereof; or

(b) file or record any assignment of any Trademark which the Pledgor may acquire, own or license from a third party, with the United States Patent and Trademark Office or any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof;

the Pledgor shall promptly, but in no event more than fifteen (15) days subsequent to such filing, notify the Agent thereof, and, upon request of the Agent shall promptly, but in no event more than twenty (20) days subsequent to such notice, execute and deliver any and all assignments, agreements, instruments, documents and papers as the Agent may reasonably request to evidence the Agent's interest in such Trademark and the goodwill of the Pledgor associated thereto or represented thereby. The Pledgor hereby grants the Agent a power of attorney, irrevocable until the Obligations are fully paid and satisfied, to modify this Agreement by amending Schedule A, as applicable, to include any future Trademarks or Licenses, including, without limitation, registrations or applications appurtenant thereto, covered by this Agreement.

9. Remedies Upon Default. (a) Anything herein contained to the contrary notwithstanding, if and while the Pledgor shall be in default hereunder which default would have a Material Adverse Effect or an Event of Default exists under the Loan Documents, the Pledgor hereby covenants and agrees that the Agent, as the holder of a security interest under the Uniform Commercial Code, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Trademarks covered hereby.

(b) For such purposes, and in the event of the Pledgor's default hereunder or an Event of Default under the Loan Documents and while such default or Event of Default exists, the Pledgor 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 Pledgor's true and lawful attorney-in-fact, with the power to endorse the Pledgor's name on all applications, documents, papers and instruments necessary for the Agent to use the Trademarks or to grant or issue any exclusive or non-exclusive license under the Trademarks to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. The Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement and the Loan Documents, and until all the Obligations are satisfied in full.

(c) The Pledgor expressly acknowledges that this Agreement shall be recorded with the Patent and Trademark Office in Washington, D.C. Contemporaneously herewith, the Pledgor shall also execute and deliver to the Agent such documents as the Agent shall reasonably request to permanently assign all rights in the Trademarks to the Agent, which documents shall be held by the Agent, until the occurrence of an Event of Default hereunder or under the Loan Documents. After such occurrence, the Agent may, at its sole option, record such documents with the Patent and Trademark Office.

10. Subject to Loan Agreement. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the party against whom enforcement is being sought.

11. Inconsistent with Loan Agreement. All rights and remedies herein granted to the Agent shall be in addition to any rights and remedies granted to the Agent under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control. The terms and conditions of the Loan Agreement are hereby incorporated herein by reference.

12. Termination of Agreement. Upon payment and performance of all Obligations under the Loan Documents, the Agent shall execute and deliver to the Pledgor all documents necessary to re-vest all rights in and to the Trademarks in the Pledgor and/or terminate any interest of the Agent therein.

13. Prosecution of Trademark Applications. (a) With respect to any Trademark which is material to conducting Pledgor's business in the ordinary course and subject to the terms of the Loan Documents, the Pledgor shall have the duty to prosecute diligently any trademark application with respect to the Trademarks pending as of the date of this Agreement or thereafter, until the Obligations shall have been satisfied in full, to preserve and maintain all rights in the registration and grant of the Trademarks, to halt any infringement of the Trademarks, and upon reasonable request of the Agent, the Pledgor shall make federal application on registrable but unregistered trademarks belonging to the Pledgor. Any reasonable expenses incurred in connection with such applications or defense of said Trademarks shall be borne by the Pledgor. The Pledgor shall not abandon any Trademark without the written consent of the Agent.

(b) The Pledgor shall have the right to bring suit in its own name to enforce the Trademarks, in which event the Agent may, if the Pledgor deems it necessary or after an Event of Default under the Loan Documents, be joined as a nominal party to such suit if the Agent shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. The Pledgor shall promptly, upon demand, reimburse and indemnify the Agent for all damages, reasonable costs and reasonable expenses, including attorneys' fees, incurred by the Agent in the fulfillment of the provisions of this paragraph.

14. Responsibility and Liability. The Pledgor assumes all responsibility and liability arising from the use of the Trademarks, and hereby indemnifies and holds the Agent and each director, officer, employee, affiliate and agent thereof, harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees and expenses) arising out of any alleged defect in any product manufactured, promoted or sold by the Pledgor in connection with any of the Trademarks or otherwise arising out of the Pledgor's operation of its business from the use of the Trademarks. In any suit, proceeding or action brought by the Agent under any License for any sum owing thereunder, or to enforce any provisions of such License, the Pledgor will indemnify and keep the Agent harmless from and against all expense, loss or damage suffered by reason of any defense, set off, recoupment, claim, counterclaim, reduction or liability whatsoever of the obligee thereunder or arising out of a breach of the Pledgor of any obligation thereunder or arising out of any agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from the Pledgor, and all such Obligations of the Pledgor shall be and remain enforceable against and only against the Pledgor and shall not be enforceable against the Agent.

15. Agent's Rights. The Agent may, in its sole discretion, pay any amount or do any act required of the Pledgor hereunder or requested by the Agent to preserve, defend, protect, maintain, record or enforce the Pledgor's obligations contained herein, the Obligations of the Pledgor to the Agent, the Trademarks, or the right, title and interest granted the Agent herein, and which the Pledgor fails to do or pay, and any such payment shall be deemed an advance by the Agent to the Pledgor and shall be payable on demand together with interest thereon at the default rate specified in the Loan Documents.

16. Protection of the Trademarks. The Pledgor agrees that if it learns of any use by any person or any term or design likely to cause confusion with any Trademark, or of any claim of any lien, security interest, claim, right or other encumbrance of any nature whatsoever in or to the Trademarks, the Pledgor shall promptly notify the Agent of such use, lien, security interest, claim, right or other encumbrance and, if requested by the Agent, shall join with the Agent, at the Pledgor's expense, in such action as the Agent, in its reasonable discretion, may deem advisable for the protection of the Agent's interest in and to the Trademarks, it being understood that the foregoing shall not preclude the Pledgor from bringing an action against a person for the protection of the Pledgor's interest in and to such Trademarks.

17. Additional Remedies. Upon the occurrence of an Event of Default under the Loan Documents, the Agent may, without any obligation to do so, complete any obligation of the Pledgor hereunder, in the Pledgor's name or in the Agent's name, but at the Pledgor's expense,

and the Pledgor hereby agrees to reimburse the Agent in full for all reasonable expenses, including reasonable attorney's fees, incurred by the Agent in protecting, defending and maintaining the Trademarks.

18. Governing Law. THIS AGREEMENT WILL BE INTERPRETED AND THE RIGHTS AND LIABILITIES OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, EXCLUDING ITS CONFLICT OF LAWS RULES, EXCEPT THAT THE FEDERAL LAWS OF THE UNITED STATES OF AMERICA SHALL GOVERN TO THE EXTENT APPLICABLE.

19. Counterparts. This Agreement may be signed in any number of counterpart copies and by the parties hereto on separate counterparts, but all such copies shall constitute one and the same instrument. Delivery of an executed counterpart of a signature page to this Agreement by facsimile transmission shall be effective as delivery of a manually executed counterpart. Any party so executing this Agreement by facsimile transmission shall promptly deliver a manually executed counterpart, provided that any failure to do so shall not affect the validity of the counterpart executed by facsimile transmission.

WITNESS the due execution hereof as a document under seal, as of the date first written above.

BEST TEXTILES LLC
a Delaware limited liability company

By: Scott Korman
Name: SCOTT KORMAN
Title: Chairman

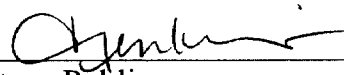
PNC BANK, NATIONAL ASSOCIATION,
Agent

By: Peter Mardaga
Name: PETER MARDAGA,
Title: Vice President

STATE OF NEW JERSEY :
 : SS.
COUNTY OF MORRIS :

BE IT REMEMBERED, that on this 15th day of June, 2001, before me, the undersigned notary public of the State of New Jersey, personally appeared **Scott Korman**, the Chairman of **BEST TEXTILES LLC**, a Delaware limited liability company, and that he as such Chairman being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company.

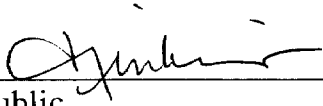
IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

By 
Notary Public
My Commission Expires:

DEBORAH A. JENKINS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 30, 2006

STATE OF NEW JERSEY :
 : SS:
COUNTY OF MORRIS :

BE IT REMEMBERED, that on this 15th day of June, 2001, before me the subscriber, a Notary Public of the State of New Jersey personally appeared **Peter Mardaga**, who, being by me duly sworn on his oath, deposes and makes proof to my satisfaction, that he is a Vice President of **PNC BANK, NATIONAL ASSOCIATION**, the national banking association named in the within instrument; that the execution as well as the making of this instrument, has been duly authorized and said instrument signed and delivered by said Vice President as and for the voluntary act and deed of said corporation.



Notary Public
My Commission Expires:

DEBORAH A. JENKINS
NOTARY PUBLIC OF NEW JERSEY
My Commission Expires Jan. 30, 2006