

Form PTO-1594
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03-04-2004



DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

102651814

documents or copy thereof.

1. Name of conveying party(ies):

Global Brand Holdings, LLC

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☐ Corporation-State
☒ Other Limited liability company

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

3. Nature of conveyance:

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

Execution Date: 07/01/2003

2. Name and address of receiving party(ies)

Name: HSBC Bank USA

Internal

Address:

452 Fifth Avenue

Street Address:

City: New York State: NY Zip: 10018

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☐ Corporation-State
☒ Other NY State Chartered Bank

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

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

A. Trademark Application No.(s)

78/056094

B. Trademark Registration No.(s)

Additional number(s) attached ☒ Yes ☐ No

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

Name: Kronish Lieb Weiner & Hellman LLP

Internal Address:

Street Address: 1114 Avenue of the Americas

Attn: Steven K. Weinberg

City: New York State: NY Zip: 10036

6. Total number of applications and registrations involved:

7. Total fee (37 CFR 3.41).....\$ 440.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

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.

Andrea Bromfeld

Name of Person Signing

Signature

July 22, 2003

Date

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

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

Schedule A

<u>Mark</u>	<u>Application Serial No.</u>
FRAGILE BY XOXO	78/056094
FRAGILE	75/852374
XOXO	78/095458
XOXO	78/027514
OXXO	78/132394

<u>Mark</u>	<u>Registration No.</u>
FRAGILE BY XOXO	2,556,155
FRAGILE	2,520,963
FRAGILE	2,036,037
XOXO	2,436,377
XOXO JEANS	2,320,710
XOXO	2,456,625
XOXO	2,370,004
XOXO	2,269,840
XOXO	2,102,098
XOXO	2,009,243
XOXO IN AMERICA AND ABROAD	2,043,508
XOXO IN AMERICA AND ABROAD	2,484,317

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Global Brand Holdings, LLC, a New York limited liability company having a mailing address at 1407 Broadway, 41st Floor, New York, New York 10018 ("Global"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Global is obligated to HSBC Bank USA ("HSBC") pursuant to (i) a certain Term Loan Agreement (the "Loan Agreement"), dated the date hereof, among Global and HSBC, (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Global in favor of HSBC, and (iii) a Continuing General Security Agreement, dated the date hereof, made by Global in favor of HSBC (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Global has granted to HSBC a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Global does hereby assign unto HSBC and grant to HSBC a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Global expressly acknowledges and affirms that the rights and remedies of HSBC with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: July 1, 2003
New York, New York

Witness:

GLOBAL BRAND HOLDINGS, LLC

By: 
Name: Stanley Cayre
Title: Acting Manager

KRONISHLIEB 466773v1

STATE OF NEW YORK)
 : ss.:
COUNTY OF NEW YORK)

On this 30 day of July, 2003, before me personally came Stanley Cayre, to me known, who, being by me duly sworn, did depose and say that he is the Acting Manager of Global Brand Holdings, LLC, the company described in and which executed the foregoing instrument; and that s/he signed her/his name thereto on behalf of said company.



Notary Public

MORRIS MISSRY
Notary Public, State of New York
No. 24-4983613
Qualified in Kings County
Commission Expires July 1, 19

12/15/05