

09-24-2003

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Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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T 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.

1. Name of conveying party(ies):

Hanover Accessories, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: 08/29/2003

2. Name and address of receiving party(ies)

Name: Union Bank of California, N.A., as
Administrative Agent

Internal Address: Stravina Acct Officer

Street Address: 445 S. Figueroa St., 15th Fl.

City: Los Angeles State: CA Zip: 90071

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other national 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) _____
see attached Exhibit A

B. Trademark Registration No.(s) _____
see attached Exhibit A

Additional number(s) attached Yes No

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

Name: Federal Research Co., LLC

Internal Address: _____

Street Address: 1030 15th St., NW, Suite 920

City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: _____

39

7. Total fee (37 CFR 3.41).....\$ 990.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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ASST. TO COM. DIR.*

DO NOT USE THIS SPACE

9. Signature.

Julie Cravitz
Name of Person Signing

Julie Cravitz
Signature

9-23-2003
Date

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

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

09/25/2003 GTON11 00000039 1279770

01 FC:8521 40.00 DP
02 FC:8522 950.00 DP

TRADEMARK
REEL: 002828 FRAME: 0960

EXHIBIT A

ADDITIONAL COLLATERAL ADDED TO SCHEDULE 1 TO TRADEMARK AGREEMENT

Grantor: Hanover Accessories, Inc.

Trademark	Registration Number	Date Issued
ANGIE	1279770	05/29/1984
CITY TAILS	2266023	08/03/1999
GUM BALLS	1769272	05/04/1993
GUM BALLS	2347323	05/02/2000
GUYZ*	2180202	08/11/1998
HANNAH	2272699	08/24/1999
HANOVER ACCESSORIES	2278680	09/21/1999
HYPORIFIC	1540416	05/23/1989
IMPAWSTERS	2700544	03/25/2003
L.J. KIDS & CO. (AND DESIGN)	1709931	08/25/1992
LITTLE MONSTERS	2381803	08/29/2000
MISCELLANEOUS DESIGN	2156532	05/12/1998
MISCELLANEOUS DESIGN	2274801	08/31/1999
MISCELLANEOUS DESIGN	2385747	09/12/2000
NICOLINA	2131287	01/20/1998
PRETENDEARS	2174569	07/21/1998
PRETENDPETS	2200521	10/27/1998
PRETENDWEAR	2206551	12/01/1998
NEW GENERATION*	1797733	10/12/1993
ROSECRAFT*	1112692	02/06/1979
ROSECRAFT KIDS	2113667	11/18/1997
SMARTY GIRLS CLUB	2345639	04/25/2000
STAR STRUCK	2280296	09/28/1999
STAR STRUCK PRINCESS	2701085	03/25/2003
STICKY STONES (STYLIZED)	1675001	02/11/1992

THE GREAT PRETENDEARS	2689109	02/18/2003
UNIFORM COLORS	2419412	01/09/2001
Z`BRA	2352724	05/23/2000
ZIP-ITZ	2257622	06/29/1999
Alexa*	2057573	04/29/1997
Bridal Gifts by Christine*	2091043	08/26/1997
Hypo Classics*	2085778	08/05/1997
Jennifer Cole for the Career Woman*	2055554	04/22/1997
Non-Stop Expressions*	2081401	07/22/1997
Styled by Randi*	2057550	04/29/1997
T*	2158675	05/19/1998

Trademark	Application Number	Date Filed
PRINCESS ON THE GO	78/167874	09/25/2002
STICKY STONE	76/313326	09/12/2001

THE GREAT PRETENDEARS FOR PARTY PALS	78/173054	10/10/2002
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* Trademarks not used in Hanover's business as of Amendment No. 3 Closing Date

AMENDMENT NO. 1 TO AMENDED AND RESTATED
TRADEMARK SECURITY AGREEMENT

THIS AMENDMENT NO. 1 TO AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT ("Amendment"), dated as of August 29, 2003, is entered into by and among Stravina Operating Company, LLC, a Delaware limited liability company ("Borrower"), Stravina International Holding Company, a California corporation ("SIHC"), Impulse! U.L.C., a Nova Scotia unlimited liability company ("Impulse"), Hanover Accessories, Inc., a Delaware corporation ("Hanover"), Lawrence Service Co., a Delaware corporation ("Lawrence" and, collectively with Hanover, the "Joining Parties") and Union Bank of California, N.A. ("UBOC"), as Administrative Agent for the Lenders referred to below ("Administrative Agent").

RECITALS

A. Reference is made to that certain Amended and Restated Revolving/Term Loan Agreement among Borrower, the Lenders party thereto (the "Lenders"), and the Administrative Agent, dated as of May 8, 2002 (as amended from time to time, the "Loan Agreement").

B. Reference is also made to that certain Amended and Restated Trademark Security Agreement dated as of May 8, 2002, among Borrower, SIHC, Impulse and Administrative Agent (the "Trademark Agreement"). The Trademark Agreement was recorded on May 17, 2002 with the United States Patent and Trademark Office at Reel 002511, Frame 0247. Capitalized terms used herein, and not otherwise defined, shall have the meanings set forth for such terms in the Trademark Agreement.

C. As of the date hereof, the Joining Parties have become Subsidiaries (as defined in the Loan Agreement) of Borrower, and as such each is required pursuant to Section 5.11 of the Loan Agreement to become a Grantor under the terms and conditions of the Trademark Agreement.

D. As further set forth below, the parties hereto wish to amend the Trademark Agreement (i) to add each of the Joining Parties as additional Grantors under the Trademark Agreement and (ii) to modify the description of the Collateral.

NOW THEREFORE, in consideration of the foregoing, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereby agree as follows:

AGREEMENT

1. Joinder. By this Amendment, each of the Joining Parties becomes a party to the Trademark Agreement as an additional joint and several "Grantor" under the Trademark Agreement. Each Joining Party agrees that, upon its execution hereof, it will become a Grantor under the Trademark Agreement with respect to all Secured Obligations as further set forth

therein, and will be bound by all terms, conditions, and duties applicable to a Grantor under the Trademark Agreement. The Joining Parties and each of them hereby jointly and severally grants to Secured Party, to secure the prompt and indefeasible payment and performance of all of the Secured Obligations, a security interest in all of the Collateral owned by it (including without limitation the Additional Collateral referred to below) on the terms and conditions set forth in the Trademark Agreement.

2. Schedule 1. Schedule 1 (Existing and Pending Trademarks) to the Trademark Agreement is amended by adding to such schedule the property of the Joining Parties identified on Annex 1 attached hereto (the "Additional Collateral").

3. Effective Date. The effective date of this Amendment is the date first written above.

4. Otherwise not Affected. Except as expressly amended and supplemented by this Amendment, the terms and conditions of the Trademark Agreement shall remain unaltered, are hereby reaffirmed, and shall continue in full force and effect.

5. Counterparts. This Amendment may be executed in counterparts, which counterparts, when so executed and delivered, shall together constitute but one original.

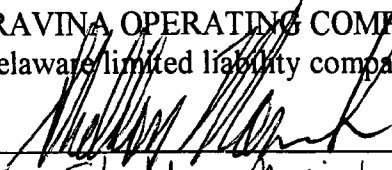
6. Governing Law. This Amendment shall be construed and enforced in accordance with and governed by the Federal Laws of the United States of America and the Laws of the State of California.

[signature pages follow]

IN WITNESS WHEREOF, Borrower, SIHC, Impulse, the Joining Parties, and Administrative Agent have executed this Amendment as of the date first above written by their respective duly authorized representatives.

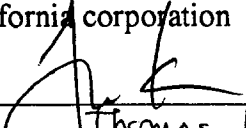
"Borrower"

STRAVINA OPERATING COMPANY, LLC,
a Delaware limited liability company

By: 
Sheldon Morick
Title: CEO & President

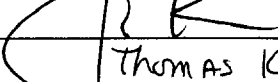
"SIHC"

STRAVINA INTERNATIONAL HOLDING
COMPANY,
a California corporation

By: 
Thomas Keek
Title: CFO & Secretary

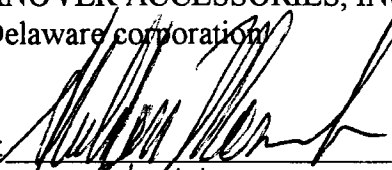
"Impulse"

IMPULSE! U.L.C.,
a Nova Scotia unlimited liability company

By: 
Thomas Keek
Title: CFO & Secretary

"Joining Parties"

HANOVER ACCESSORIES, INC.,
a Delaware corporation

By: 
Sheldon Morick
Title: CEO & President

LAWRENCE SERVICE CO.,
a Delaware corporation

By: 

Sheldon Morick

Title: CEO & President

"Administrative Agent"

UNION BANK OF CALIFORNIA, N.A.,
as Administrative Agent for the Lenders

By: 

Richard Faulkner

Title: Vice President

ADDITIONAL COLLATERAL ADDED TO
SCHEDULE 1 TO TRADEMARK AGREEMENTGrantor: Hanover Accessories, Inc.

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STAR STRUCK PRINCESS	2701085	03/25/2003
STICKY STONES (STYLIZED)	1675001	02/11/1992
THE GREAT PRETENDEARS (Germany)	30113686	04/03/2001
THE GREAT PRETENDEARS	2263103	03/02/2001

(Great Britain)		
THE GREAT PRETENDEARS	2689109	02/18/2003
UNIFORM COLORS	2419412	01/09/2001
Z'BRA	2352724	05/23/2000
ZIP-ITZ	2257622	06/29/1999
Alexa*	R2057573	04/29/1997
Bridal Gifts by Christine*	R2091043	08/26/1997
Hypo Classics*	R2085778	08/05/1997
Jennifer Cole for the Career Woman*	R2055554	04/22/1997
Non-Stop Expressions*	R2081401	07/22/1997
Styled by Randi*	R2057550	04/29/1997
T*	R2158675	05/19/1998

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STICKY STONE	76/313326	09/12/2001
THE GREAT PRETENDEARS (Canada)	1094511	02/21/2001
THE GREAT PRETENDEARS (Community TM)	002829182	08/27/2002
THE GREAT PRETENDEARS FOR PARTY PALS	78/173054	10/10/2002

* Trademarks not used in Hanover's business as of Amendment No. 3 Closing Date

Grantor: Lawrence Service Co.

Trademark	Registration Number	Date Issued
CRS	2310391	01/25/2000
CRS/LAWRENCE SERVICE	2308359	01/18/2000