

11-17-2003

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TO: The Commissioner of Patents and

102601579

original document(s) or copy(ies).

Submission Type

Conveyance Type

- New
- Resubmission (Non-Recordation)
Document ID#
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party(ies)

Mark if additional names of conveying parties attached

Name

Execution Date		
Month	Day	Year
10	9	2003

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AK/ATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3) <input type="text" value="Norwalk"/>	<input type="text" value="Connecticut"/>	<input type="text" value="USA"/>	<input type="text" value="06854"/>
City	State/Country		Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other
- Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

11/17/2003 ECDOPER 00000177 1868437

01 FC:4521	40.00	OP
02 FC:4522	75.00	OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB nation Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK

REEL: 002864 FRAME: 0368

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

<input type="text" value="1,868,437"/>	<input type="text" value="1,594,314"/>	<input type="text" value="2,016,179"/>
<input type="text" value="2,097,871"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment: Enclosed Deposit Account

Deposit Account
(Enter for payment by deposit account or if additional fees can be charged to the account)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes No

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. Charges to deposit account are authorized, as indicated herein.

Joseph Makseyn

11/14/03

Name of Person Signing

Signature

Date

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of October 9, 2003, by ROYCE HOSIERY, LLC, a New York limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, ("Agent") in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in Annex A thereto to the Credit Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Licenses (other than Trademark Licenses that, by their terms, prohibit such a grant or the exercise of Lenders of rights thereunder or where such a grant or such exercise would give rise to a termination right in the counterparty thereto unless and until any required consents have been obtained) to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

ROYCE HOSIERY, LLC

By: Keystone Holdings, LLC
Its: Managing Member

By: Paul E. Palmeri
Name: Paul E. Palmeri
Title: CEO

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION,
as Agent

By: [Signature]
Name: Chris Cox
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

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

On this 9th day of October, 2003 before me personally appeared Paul E Palmer, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of KEYSTONE HOLDINGS, LLC, the sole member of ROYCE HOSIERY, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said limited liability company, that the said instrument was signed on behalf of said limited liability company as authorized by its Manager and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Harris J Diamond
Notary Public

HARRIS J DIAMOND
NOTARY PUBLIC, State of New York
No. 02D16071473
My Commission Expires 03/18/2006

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

Trademarks (with Application/Registration numbers, as applicable)

<u>Trademark</u>	<u>Country</u>	<u>Reg. No.</u>	<u>Reg. Date</u>
RR(stylized)	United States	1,868,437	12/20/94
ROYCE	United States	1,594,314	5/ 1/90
ROYCE	Germany	1,148,984	2/16/89
ROYCE (disclaimed)	Canada	361,211	10/27/89
ROYCE & RR design	Canada	433,667	9/23/94
ROYCE (expired; not renewed)	Thailand	TM9760	3/23/93
ROYCE	Korea	309,802	3/16/95
HARRIET ROYCE	Japan	3,133,239	3/29/96
ROYCE NY & design	United States	2,016,179	11/12/96
ROYCE	Argentina	1,593,721	3/14/96
OOH! AHH! CUSHION COMFORT	United States	2,097,871	9/16/97
ROYCE	Mexico (renewed)	9933/2002	12/ 6/11
ROYCE	South Africa	B94/7282	7/12/94

Unregistered Trademarks

Ditto Legwear
Natural Cotton
Victorian Cotton

License Agreements

Levi Strauss & Co. (Dockers) license dated as of January 1, 2000
Hershey Foods Corporation license dated July 1, 2002
Levi Strauss & Co. (Levi's) license dated as of January 1, 2000
Levi Strauss & Co. (Sublicense Mexicana de Calcentines, S.A. de C.V.)
agreement dated June 11, 1997 (Levi's and Dockers)
Nine West Development Corporation license dated November 26, 1996 (Nine
West) and Amendment No. 1 dated as of January 1, 1999 and Amendment
No. 2 dated as of January 1, 2003
Nine West sublicense with Doris Hosiery Mills, Ltd., dated August 21, 2000
Nine West (Nine & Company) license dated as of August 1, 2002
LS & Co. Trading Partner Extranet Security Agreement, Seller with Levi Strauss
& Co., dated February 11, 2002
General Mills Inc. Trademark License Agreement dated February 28, 2003

cc: John J. Kenny, Esq.
Harris J. Diamond, Esq.

RECEIPT ACKNOWLEDGED:

By: _____

Title: _____