

# RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

1. Name of conveying party(ies):  
Wicked Fashions, Inc.  
140 Kero Road  
Carlstadt, NJ 07072

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State: New York  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):  
Name: HSBC Bank USA, National Association  
Internal Address: \_\_\_\_\_  
Street Address: 452 Fifth Avenue  
City: New York State: NY ZIP: 10018

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State \_\_\_\_\_  
 Other Bank

3. Nature of conveyances:  
 Assignment                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: July 6, 2004

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.(s)  
SEE ATTACHED SCHEDULE A

Additional numbers attached?  Yes  No

B. Trademark registration No.(s)  
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: Federal Research Corporation  
 Internal Address: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 Street Address: Attn: Penelope J.A. Agodoa  
Federal Research Company, LLC  
1030 15th Street, NW, Suite 920  
Washington, DC 20005  
 City: Washingt 202.783.2700

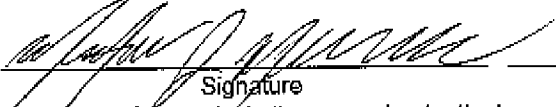
6. Total number of applications and registrations involved: ..... 11

7. Total fee (37 CFR 3.41): ..... \$ 290.00  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
50-3155  
 (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*

Matthew J. McAlpine                                            July 12, 2004  
 Name of Person Signing                      Signature                      Date

Total number of pages including coversheet, attachments and document: 7

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

CIH \$290.00 503155 74608138

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated July 4, 2004, by and between Wicked Fashions, Inc. and HSBC Bank USA, as Agent.

Mark	Country	Serial No.	Registration No.	Filing Date	Registration Date
SOUTHPOLE	United States	74/608,138	1,982,070	December 7, 1994	June 25, 1996
Concentric Design	United States	75/140,738	2,052,961	July 26, 1996	April 15, 1997
SOUTHPOLE (& Design)	United States	75/140,739	2,052,962	July 26, 1996	April 15, 1997
NEX2MAX	United States	75/887,654	2,798,094	January 5, 2000	December 23, 2003
STUDIO SOUTHPOLE	United States	78/080,894	2,760,281	August 23, 2001	September 2, 2003
LOT29	United States	78/145,261		July 18, 2002	
SP	United States	78/204,707		January 17, 2003	
SOUTHPOLE	United States	78/271,423		July 8, 2003	
SOUTHPOLE	United States	78/508,218		February 19, 2003	
SOUTHPOLE	United States	76/499,787		March 24, 2003	
(Hexagon) Design Mark	United States	78/328,360		November 14, 2003	

## **TRADEMARK ASSIGNMENT OF SECURITY INTEREST**

WHEREAS, WICKED FASHIONS, INC., a corporation formed under the laws of New York, located at 140 Kero Road, Carlstadt, New Jersey 07072 ("Borrower"), 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, Borrower is obligated to HSBC BANK USA ("HSBC") and various other financial institutions (collectively, "Lenders"), HSBC and FLEET NATIONAL BANK, a Bank of America company as co-agents for Lenders, THE CIT GROUP/COMMERICAL SERVICES, INC. as documentation agent for Lenders and HSBC as administrative agent and sole arranger for Lenders (in such capacity, "Agent") pursuant to a certain (i) Financing Agreement, dated the date hereof, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

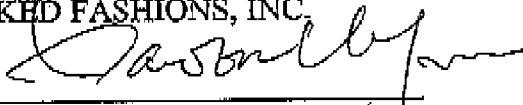
WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders 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.

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

Dated: New York, New York  
July 4, 2004

WICKED FASHIONS, INC.

By: 

Name: Daewon Kim

Its: President

HSBC BANK USA, as Agent

By: \_\_\_\_\_

Name:

Its:

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

Dated: New York, New York  
July 1, 2004

WICKED FASHIONS, INC.

By: \_\_\_\_\_  
Name:  
Its:

HSBC BANK USA, as Agent

By: \_\_\_\_\_  
Name: Douglas Tabaterra  
Its: S.V.P.

STATE OF NEW <sup>Jersey</sup> YORK )  
COUNTY OF NEW <sup>Serge</sup> YORK ) : ss.:

On this \_\_\_\_ day of July, 2004, before me personally came Jacaron Kkym, to me known, who, being by me duly sworn, did depose and say that s/he is the President of Wicked Fashions, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

Carmen Aiello  
Notary Public

CARMEN AIELLO  
A Notary Public of New Jersey  
My Commission Expires 2/2/2005

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

On this \_\_\_\_ day of July, 2004, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of HSBC Bank USA, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

\_\_\_\_\_  
Notary Public

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

On this \_\_\_\_ day of July, 2004, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that s/he is the \_\_\_\_\_ of Wicked Fashions, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.

\_\_\_\_\_  
Notary Public

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

On this 2 day of July, 2004, before me personally came D. Taliaferro to me known, who, being by me duly sworn, did depose and say that s/he is the S.V.P. of HSBC Bank USA, the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

  
\_\_\_\_\_  
Notary Public

FENG TIAN  
NOTARY PUBLIC, STATE OF NEW YORK  
No. 01T16089562  
QUALIFIED IN NASSAU COUNTY  
MY COMMISSION EXPIRES MARCH 24, 2007

1174187.5/MJM/472700/011 6/29/2004

RECORDED: 07/20/2004

TRADEMARK  
REEL: 002895 FRAME: 0885