

## TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:

NEW ASSIGNMENT

NATURE OF CONVEYANCE:

SECURITY INTEREST

## CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Monterey Bay Clothing Company, Inc.		06/01/2004	CORPORATION: DELAWARE

## RECEIVING PARTY DATA

Name:	Capitalsource Finance LLC
Street Address:	4445 Willard Avenue
Internal Address:	12th Floor
City:	Chevy Chase
State/Country:	MARYLAND
Postal Code:	20815
Entity Type:	Limited liability company: DELAWARE

## PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Serial Number:	78242057	MONTEREY BAY CLOTHING COMPANY
Serial Number:	74176052	SPA GEAR
Serial Number:	75783604	SPA GEAR
Serial Number:	76021791	WHATEVER IT TAKES

## CORRESPONDENCE DATA

Fax Number: (212)884-8464

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 212-835-6164

Email: nytrademarks@piperrudnick.com

Correspondent Name: Monica P. McCabe, Esq.

Address Line 1: 1251 Avenue of the Americas

Address Line 2: 38th Floor

Address Line 4: New York, NEW YORK 10020-1104

ATTORNEY DOCKET NUMBER:

305792-6

900011034

TRADEMARK  
REEL: 002906 FRAME: 0608

CH \$115.00 78242057

NAME OF SUBMITTER:

Monica P. McCabe, Esq.

Total Attachments: 7

source=Sec\_Inte#page1.tif

source=Sec\_Inte#page2.tif

source=Sec\_Inte#page3.tif

source=Sec\_Inte#page4.tif

source=Sec\_Inte#page5.tif

source=Sec\_Inte#page6.tif

source=Sec\_Inte#page7.tif

**CONFIRMATORY TRADEMARK SECURITY ASSIGNMENT**  
**IN THE UNITED STATES PATENT AND TRADEMARK OFFICE**

**ASSIGNMENT OF SECURITY INTEREST**

**WHEREAS**, MONTEREY BAY CLOTHING COMPANY, INC., a Delaware corporation ("Monterey Bay"), owns certain trademarks and service marks, and applications and registrations for such marks, as listed in Exhibit A, attached hereto and incorporated herein;

**WHEREAS**, ARIZONA MAIL ORDER COMPANY, INC., a Delaware corporation (the "Administrative Borrower"), FIGI'S INC., a Wisconsin corporation, BEDFORD FAIR APPAREL, INC., a Delaware corporation, LM&B CATALOG, INC., a Delaware corporation, FIGI'S BUSINESS SERVICES, INC. (formerly known as Family Farm Gifts, Inc.), a Wisconsin corporation, FIGI'S GIFTS, INC., a Wisconsin corporation, FIGI'S MAIL ORDER GIFTS, INC., a Wisconsin corporation, and PC FLOWERS & GIFTS.COM LLC, a Delaware corporation, each a Borrower under the Note Purchase Agreement (as defined below), CROSSTOWN TRADERS, INC., a Delaware corporation, as guarantor (the "Guarantor"), CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as Agent and Purchaser under the Note Purchase Agreement, and Monterey Bay, entered into the Waiver and Consent, dated as of the date hereof (the "Waiver and Consent") and the Joinder Agreement, dated as of the date hereof (the "Joinder Agreement") for the purpose of: (a) joining Monterey Bay to (i) the Note Purchase Agreement, dated as of October 30, 2002 (as further amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement"), among the Borrowers, the Agent, and the lenders named therein, and (ii) each other Note Purchase Document (as defined in the Note Purchase Agreement) to which a Borrower is a party, as set forth in Section 2 of the Joinder Agreement, and (b) amending certain schedules to the Note Purchase Agreement and certain other Note Purchase Documents;

**WHEREAS**, BANK OF AMERICA, N.A., in its capacity as Senior Agent, and the Lenders signatory thereto (as defined in the BofA Consent and Waiver (as defined below)), the Administrative Borrower, Monterey Bay and Agent entered into the Consent and Waiver, dated as of the date hereof (the "BofA Waiver and Consent") for the purpose of Senior Agent and the Lenders consenting to the joinder of Monterey Bay to the Note Purchase Agreement and the Note Purchase Documents pursuant to the Waiver and Consent, and the Joinder Agreement;

**WHEREAS**, each of the Borrowers, the Guarantor and the Agent have entered into, among other Note Purchase Documents, the Trademark Security Agreement, dated October 30, 2002, and recorded in the United States Patent and Trademark Office on November 8, 2002, at Reel/Frame No. 2617/0359 (the "Trademark Security Agreement"); and

**WHEREAS**, by execution of the Joinder Agreement, Monterey Bay became a party to the Trademark Security Agreement, and thereby became a "Grantor" for all purposes under the Trademark Security Agreement;

**NOW THEREFORE**, in consideration of the compensation set forth in the Note Purchase Agreement, the Note Purchase Documents, the Waiver and Consent and the Joinder Agreement, and for other good and valuable consideration, the receipt and sufficiency of which hereby is acknowledged, the parties hereby agree as follows:

1. Monterey Bay assumes all of the rights and obligations of a Grantor jointly and severally with each other Grantor in the Trademark Security Agreement as if originally named in such Trademark Security Agreement.

2. As a Grantor, Monterey Bay is bound by the provisions of the Trademark Security Agreement and shall perform in accordance with its terms all obligations required to be performed by it as a Grantor to the same extent as if originally a party thereto.

3. Monterey Bay hereby, and by virtue of becoming a Grantor under the Trademark Security Agreement, assigns and pledges to the Agent, as administrative agent and collateral agent for the Purchasers (as defined in the Note Purchase Agreement), a security interest in all of Monterey Bay 's rights, title and interest in and to its "Trademark Collateral" (as defined in the Trademark Security Agreement) described in the granting clause set forth in Section 1 of the Trademark Security Agreement.

4. The Trademark Collateral shall include, without limitation, the Trademarks listed on Exhibit A hereto, which has been incorporated into Schedule I to the Trademark Security Agreement, pursuant to Section 2.12 of the Joinder Agreement.

**[Remainder of page intentionally left blank.]**

IN WITNESS WHEREOF, each of the undersigned has caused this Confirmatory Trademark Security Agreement to be executed and delivered by a duly authorized officer on this 1<sup>st</sup> day of June, 2004.

**GRANTORS:**

**MONTEREY BAY CLOTHING COMPANY, INC.**

By: 

Name: Steven A. Lightman  
Title: CEO

**ARIZONA MAIL ORDER COMPANY, INC.**

By: 

Name: Steven A. Lightman  
Title: CEO

**FIGI'S INC.**

By: 

Name: Steven A. Lightman  
Title: CEO

**BEDFORD FAIR APPAREL, INC.**

By: 

Name: Steven A. Lightman  
Title: CEO

**LM&B CATALOG, INC.**

By: 

Name: Steven A. Lightman  
Title: CEO

**FIGI'S BUSINESS SERVICES, INC.**

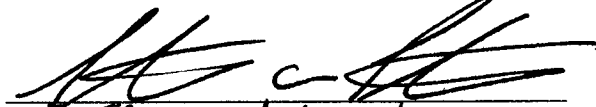
By: 

Name: Steven A. Lightman  
Title: CEO

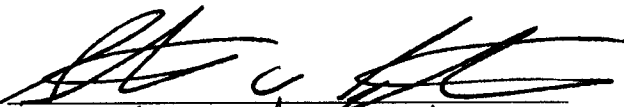
**FIGI'S GIFTS, INC.**

By:   
Name: Steven A. Lightman  
Title: CEO


**FIGI'S MAIL ORDER GIFTS, INC.**

By:   
Name: Steven A. Lightman  
Title: CEO

**PC FLOWERS & GIFTS.COM LLC**

By:   
Name: Steven A. Lightman  
Title: CEO

**CROSSTOWN TRADERS, INC.**

By:   
Name: Steven A. Lightman  
Title: CEO

**AGENT:**

**CAPITALSOURCE FINANCE LLC, as Agent**

By: \_\_\_\_\_  
Name:  
Title:

**FIGI'S GIFTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**FIGI'S MAIL ORDER GIFTS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**PC FLOWERS & GIFTS.COM LLC**

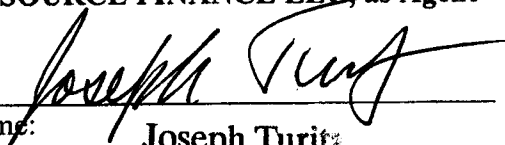
By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**CROSTOWN TRADERS, INC.**

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**AGENT:**

**CAPITALSOURCE FINANCE LLC, as Agent**

By:  \_\_\_\_\_  
Name: **Joseph Turitz**  
Title: **General Counsel**

**EXHIBIT A**  
**TRADEMARKS**



Exhibit A

Mark	Country of Filing	Serial Number	Filing Date	Registration Number	Registration Date
MONTEREY BAY CLOTHING COMPANY	United States	78/242057	April 25, 2003		
SPA GEAR	United States	74/176052	June 14, 1991	1791141	August 31, 1993
SPA GEAR	United States	75/783604	August 24, 1999	2428122	February 13, 2001
WHATEVER IT TAKES	United States	76021791	April 10, 2000	2823666	March 16, 2004

NY1:1488795.2