

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
A and G, Inc.		06/30/2004	CORPORATION: ILLINOIS

RECEIVING PARTY DATA	
Name:	LaSalle Business Credit, LLC, as Agent
Street Address:	135 South LaSalle Street
Internal Address:	Ste. 425
City:	Chicago
State/Country:	ILLINOIS
Postal Code:	60603
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	2017574	AAA ALSTYLE APPAREL & ACTIVEWEAR
Registration Number:	2067386	AMERICAN DIAMOND
Registration Number:	1689599	DIAMOND STAR
Registration Number:	2210868	GAZIANI FASHIONS
Registration Number:	2152224	HYLAND
Registration Number:	1642454	MURINA
Registration Number:	1605715	MURINA
Registration Number:	1831796	PROFLEX
Registration Number:	2614246	TENNESSEE RIVER
Registration Number:	2611808	TENNESSEE RIVER
Registration Number:	2631606	EXECUTIVE BY ALSTYLE
Serial Number:	76468213	POWER-T
Serial Number:	78308947	MAXTEK
Serial Number:	76561227	MAXTEK

OP \$390.00 2017574

Serial Number: 76279532 A ALSTYLE APPAREL

CORRESPONDENCE DATA

Fax Number: (312)863-7812
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: 312-863-7190
Email: nathaniel.panek@goldbergkohn.com
Correspondent Name: Nathaniel Panek
Address Line 1: 55 East Monroe Street
Address Line 2: Ste. 3700
Address Line 4: Chicago, ILLINOIS 60603

ATTORNEY DOCKET NUMBER:	1941.120
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NAME OF SUBMITTER:	Nathaniel Panek
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Total Attachments: 10
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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (the "Security Agreement") made as of this 30th day of June, 2004, by A and G, Inc., an Illinois corporation ("**Borrower**") in favor of LaSalle Business Credit, LLC, as agent ("**Agent**"), with an office at 135 South LaSalle Street, Suite 425, Chicago, Illinois 60603, for the benefit of the LOT Lenders.

WITNESSETH

WHEREAS, Borrower, Agent and Lenders are parties to a certain Amended and Restated Loan and Security Agreement of even date herewith (as amended, amended and restated or otherwise modified from time to time, the "**Loan Agreement**") and other related loan documents of even date herewith, including without limitation, that certain Security Agreement dated of even date herewith by and between Borrower and Agent, for the benefit of the LOT Lenders (collectively, with the Loan Agreement, and as each may be amended or otherwise modified from time to time, the "**Financing Agreements**"), which Financing Agreements provide (i) for Agent and Lenders to, from time to time, extend credit to or for the account of Borrower and (ii) for the grant by Borrower to Agent, for the benefit of Agent and the LOT Lenders, of a security interest in certain of Borrower's assets, including, without limitation, its trademarks and trademark applications;

NOW, THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which are hereby acknowledged, Borrower agrees as follows:

1. Incorporation of Financing Agreements. The Financing Agreements and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto. All terms capitalized but not otherwise defined herein shall have the same meanings herein as in the Loan Agreement.

2. Grant and Reaffirmation of Grant of Security Interests. To secure the complete and timely payment and satisfaction of the Liabilities owing to the LOT Lenders, Borrower hereby grants to Agent, for the benefit of the LOT Lenders, and hereby reaffirms its prior grant pursuant to the Financing Agreements of, a continuing security interest in Borrower's entire right, title and interest in and to all of its now owned or existing and hereafter acquired or arising trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) in connection therewith, including, without limitation, the trademarks and applications listed on Schedule A attached hereto and made a part hereof and the trademarks, and renewals thereof, and all income, royalties, damages and payments now or hereafter due and/or payable under or with respect to any of the foregoing, including, without limitation, damages and payments for past, present and future infringements of any of the foregoing and the right to sue for past, present and future infringements of any of the foregoing (all of the foregoing are

sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); all rights corresponding to any of the foregoing throughout the world and the goodwill of the Borrower's business connected with the use of and symbolized by the Trademarks.

3. Warranties and Representations. Borrower warrants and represents to Agent that:

(i) no Trademark has been adjudged invalid or unenforceable by a court of competent jurisdiction nor has any such Trademark been cancelled, in whole or in part and each such Trademark is presently subsisting;

(ii) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each Trademark, free and clear of any liens, charges and encumbrances other than those provided hereunder or otherwise in connection with the Loan Agreement, including without limitation, shop rights and covenants by Borrower not to sue third persons;

(iii) Borrower has no notice of any suits or actions commenced or threatened with reference to any Trademark; and

(iv) Borrower has the unqualified right to execute and deliver this Security Agreement and perform its terms.

4. Restrictions on Future Agreements. Borrower agrees that until Borrower's Liabilities to the LOT Lenders, shall have been satisfied in full and the commitments of the LOT Lenders under the Financing Agreements shall have been terminated, Borrower shall not, without the prior written consent of Agent, sell or assign its interest in any Trademark or enter into any other agreement with respect to any Trademark which would affect the validity or enforcement of the rights transferred to Agent under this Security Agreement.

5. New Trademarks. Borrower represents and warrants that, based on a diligent investigation by Borrower, the Trademarks listed on Schedule A constitute all of the federally registered Trademarks, and federal applications for registration of Trademarks (other than "intent to use" applications until a verified statement of use is filed with respect to such applications) now owned by Borrower. If, before Borrower's Liabilities to the LOT Lenders shall have been satisfied in full or before the commitments of the LOT Lenders under the Financing Agreements have been terminated, Borrower shall (i) become aware of any existing Trademarks of which Borrower has not previously informed Agent, or (ii) become entitled to the benefit of any Trademarks, which benefit is not in existence on the date hereof, the provisions of this Security Agreement above shall automatically apply thereto and Borrower shall give to Agent prompt written notice thereof. Borrower hereby authorizes Agent to modify this Security Agreement by amending Schedule A to include any such Trademarks.

6. Term. The term of this Security Agreement shall extend until the payment in full of Borrower's Liabilities to the LOT Lenders and the termination of the commitments

of the LOT Lenders under the Financing Agreements. Borrower agrees that upon the occurrence of an Event of Default, the use by Agent of all Trademarks shall be without any liability for royalties or other related charges from Agent to Borrower.

7. Product Quality. Borrower agrees to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with commercially reasonable business practices. Upon the occurrence of an Event of Default, Borrower agrees that Agent, or a conservator appointed by Agent, shall have the right to establish such additional product quality controls as Agent, or said conservator, in its reasonable judgment, may deem necessary to assure maintenance of the quality of products sold by Borrower under the Trademarks.

8. Release of Security Agreement. This Security Agreement is made for collateral purposes only. Upon payment in full of Borrower's Liabilities to the LOT Lenders and termination of the commitments of the LOT Lenders under the Financing Agreements, Agent shall take such actions as may be necessary or proper to terminate the security interests created hereby.

9. Expenses. All expenses incurred in connection with the performance of any of the agreements set forth herein shall be borne by Borrower. All fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by Agent in connection with the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or otherwise in protecting, maintaining or preserving the Trademarks or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks shall be borne by and paid by Borrower and until paid shall constitute Liabilities.

10. Duties of Borrower. Borrower shall have the duty (i) to file and prosecute diligently any trademark applications pending as of the date hereof or hereafter until Borrower's Liabilities to the LOT Lenders shall have been paid in full and the commitments of the LOT Lenders under the Financing Agreements have been terminated, (ii) to preserve and maintain all rights in the Trademarks, as commercially reasonable and (iii) to ensure that the Trademarks are and remain enforceable, as commercially reasonable. Any expenses incurred in connection with Borrower's Liabilities under this Section 10 shall be borne by Borrower.

11. Agent's Right to Sue. After an Event of Default, Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Trademarks and, if Agent shall commence any such suit, Borrower shall, at the request of Agent, do any and all lawful acts and execute any and all proper documents required by Agent in aid of such enforcement and Borrower shall promptly, upon demand, reimburse and indemnify Agent for all costs and expenses incurred by Agent in the exercise of its rights under this Section 11.

12. Waivers. No course of dealing between Borrower and Agent, nor any failure to exercise, nor any delay in exercising, on the part of Agent, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Security Agreement in any jurisdiction.

14. Modification. This Security Agreement cannot be altered, amended or modified in any way, except as specifically provided in Section 5 hereof or by a writing signed by the parties hereto, and consented to by Requisite LOT Lenders.

15. Cumulative Remedies; Power of Attorney; Effect on Financing Agreements. All of Agent's rights and remedies with respect to the Trademarks, whether established hereby or by the Financing Agreements, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently. Borrower hereby authorizes Agent upon the occurrence of an Event of Default, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with power to (i) endorse Borrower's name on all applications, documents, papers and instruments necessary or desirable for Agent in the use of the Trademarks or (ii) take any other actions with respect to the Trademarks as Agent deems to be in the best interest of Agent, or (iii) grant or issue any exclusive or non-exclusive license under the Trademarks to anyone, or (iv) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable until Borrower's Liabilities to the LOT Lenders shall have been paid in full and the commitments of the LOT Lenders under the Financing Agreements have been terminated. Borrower acknowledges and agrees that this Security Agreement is not intended to limit or restrict in any way the rights and remedies of Agent under the Financing Agreements but rather is intended to facilitate the exercise of such rights and remedies. Agent shall have, in addition to all other rights and remedies given it by the terms of this Security Agreement and the Financing Agreements, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in Illinois.

16. Binding Effect; Benefits. This Security Agreement shall be binding upon Borrower and its respective successors and assigns, and shall inure to the benefit of Agent, LOT Lenders and their respective successors, nominees and assigns.

17. Governing Law. This Security Agreement shall be governed by and construed in accordance with the laws of the State of Illinois and applicable federal law.

18. Headings. Paragraph headings used herein are for convenience only and shall not modify the provisions which they precede.


19. Further Assurances. Borrower agrees to execute and deliver such further agreements, instruments and documents, and to perform such further acts, as Agent shall reasonably request from time to time in order to carry out the purpose of this Security Agreement and agreements set forth herein.

20. Survival of Representations. All representations and warranties of Borrower contained in this Security Agreement shall survive the execution and delivery of this Security Agreement and shall be remade on the date of each borrowing under the Financing Agreements.

21. Incorporation of Loan Agreement and Intercreditor Agreement. The Loan Agreement and the Intercreditor Agreement contain provisions dealing with, among other things, the order of filing of Security Documents (which include, without limitation, this Security Agreement), the exercise of rights and remedies (including, without limitation, the appointment of Agent as each LOT Lender's attorney-in-fact for the purpose of such exercise) under the Loan Agreement and Other Agreements (including, without limitation, this Agreement) and the application of proceeds of the Collateral. In addition, Section 21 of the Loan Agreement imposes limitations on amendments to this Security Agreement and provides that waivers and amendments of the Loan Agreement and the Other Agreements (including, without limitation, this Security Agreement) made in accordance with Section 21 of the Loan Agreement shall be binding upon Agent and the Lenders (including, without limitation, LOT Lenders). In the event of any conflict or ambiguity between the terms of the Loan Agreement, the Intercreditor Agreement and this Security Agreement, the terms of the Intercreditor Agreement shall govern.

IN WITNESS WHEREOF, Borrower has duly executed this Security Agreement as of the date first written above.

A AND G, INC.

By 
Its _____

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT,
LLC, as Agent

By _____
Its _____

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A AND G, INC.

By _____
Its _____

Agreed and Accepted
As of the Date First Written Above

LASALLE BUSINESS CREDIT,
LLC, as Agent

By  _____
Its _____

SCHEDULE A
TRADEMARK REGISTRATIONS

<u>Trademark Description</u>	<u>U.S. Serial/Registration No.</u>	<u>Date Registered</u>
AAA ALSTYLE APPAREL & ACTIVEWEAR (Words Only)	2017574	11/19/96
AMERICAN DIAMOND (Words Only)	2067386	06/03/97
DIAMOND STAR (Words Only)	1689599	05/26/92
GAZIANI FASHIONS (Words Only)	2210868	12/15/98
HYLAND (Words Only)	2152224	04/21/98
MURINA (Words Only)	1642454	04/23/91
MURINA (Words Only)	1605715	07/10/90
PROFLEX (Words Only)	1831796	04/19/94
TENNESSEE RIVER (Words Only)	2614246	09/03/02
TENNESSEE RIVER (Words and Design)	2611808	08/27/02
TENNESSEE RIVER (Words and Design)	107760	11/06/01
TENNESSEE RIVER (Words and Design)	087959	10/31/01
TENNESSEE RIVER (Words and Design)	108387	01/14/02
EXECUTIVE BY ALSTYLE (Words Only)	2631606	10/08/02
TENNESSEE RIVER (Words and Design)	59201308	11/09/01

TRADEMARK APPLICATIONS

<u>Trademark Application Description</u>	<u>U.S. Application No.</u>	<u>Date Applied</u>
POWER-T (Words Only)	76-468213	11/20/02
MAXTEK (Words Only)	78-308947	10/03/03
MAXTEK (Words and Design)	76-561227	11/24/03
A ALSTYLE APPAREL (Words and Design)	76-279532	07/02/01

FOREIGN TRADEMARKS

<u>Trademark Description</u>	<u>Serial/Registration No.</u>	<u>Date Applied/Registered</u>
AAA ALSTYLE APPAREL & ACTIVEWEAR (Words Only)	TMA591662 <u>Canada</u>	Registered
AAA ALSTYLE APPAREL & ACTIVEWEAR (Words Only)	Europe	Pending
AMERICAN DIAMOND (Words Only)	Canada	Pending
DIAMOND STAR (Words Only)	Canada	Pending
DIAMOND STAR (Words Only)	Europe	Pending
GAZIANI	TMA575122 Canada	Registered
GAZIANI FASHIONS (Words Only)	European	Pending
HYLAND (Words Only)	Canada	Pending
MURINA (Words Only)	TMA575223 Canada	Registered
MURINA (Words Only)	Europe	Pending
PROFLEX (Words Only)	Canada	Pending
TENNESSEE RIVER (Words Only)	Canada	Pending

**TENNESSEE RIVER (Words
Only)**

Europe

Pending

**TENNESSEE RIVER (Words
and Design)**

Canada

Pending

**TENNESSEE RIVER (Words
and Design)**

Europe

Pending