

Form PTO-1594
(Rev. 10/02)
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RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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):
FAIRWAY & GREENE, LTD.

- 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: 9/27/04

2. Name and address of receiving party(ies)

Name: PEOPLE'S BANK
Internal Address: Bridgeport Center
Street Address: 850 Main Street
City: Bridgeport State: CT Zip: 06604

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

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) _____

B. Trademark Registration No.(s) 2046697,
2090179, and 2039538

Additional number(s) attached Yes No

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

Name: Arthur G. Schaier
Internal Address: Carmody & Torrance LLP
P.O. Box 1110

Street Address: 50 Leavenworth Street

City: Waterbury State: CT Zip: 06721-1110

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41).....\$ 90
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
50-0447

DO NOT USE THIS SPACE

9. Signature.

Arthur G. Schaier
Name of Person Signing


Signature

10/1/04
Date

Total number of pages including cover sheet, attachments, and document: 7

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

CH \$90.00 500447 2046697

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT dated September 27, 2004, by and between **FAIRWAY & GREENE, LTD.**, a Delaware corporation having its principal place of business at Two Enterprise Drive, Suite 505, Shelton, Connecticut 06484 (the "**Debtor**"), and **PEOPLE'S BANK**, a Connecticut banking corporation having a banking office at Bridgeport Center, 850 Main Street, Bridgeport, Connecticut 06604 (the "**Secured Party**").

Debtor and Secured Party agree as follows:

SECTION 1. Definitions; Interpretation.

(a) **Terms Defined in Loan Agreement.** All capitalized terms used in this Agreement and not otherwise defined herein shall have the meanings assigned to them in the Loan Agreement.

(b) **Certain Defined Terms.** As used in this Agreement, the following terms shall have the following meanings:

"**Collateral**" has the meaning set forth in Section 2.

"**Loan Agreement**" means that certain Loan and Security Agreement, dated as of the date hereof, between Debtor and Secured Party.

"**PTO**" means the United States Patent and Trademark Office.

"**UCC**" means the Uniform Commercial Code as in effect in the State of Connecticut.

(c) **Terms Defined in UCC.** Where applicable in the context of this Agreement and except as otherwise defined herein, terms used in this Agreement shall have the meanings assigned to them in the UCC.

SECTION 2. Security Interest.

(a) **Grant of Security Interest.** As security for the payment and performance of the Obligations, Debtor hereby grants to Secured Party a security interest in, and a lien upon, all of Debtor's right, title and interest in, to and under the following property, in each case whether now or hereafter existing or arising or in which Debtor now has or hereafter owns, acquires or develops an interest and wherever located (collectively, the "**Collateral**"):

(i) all state (including common law), federal and foreign trademarks, service marks and trade names, and applications for registration of such trademarks, service marks and trade names (but excluding any application to register any trademark, service mark or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such

trademark, service mark or other mark to the extent the creation of a security interest therein or the grant of a mortgage thereon would void or invalidate such trademark, service mark or other mark), all licenses relating to any of the foregoing and all income and royalties with respect to any licenses (including such marks, names and applications as described in Schedule A), whether registered or unregistered and wherever registered, all rights to sue for past, present or future infringement or unconsented use thereof, all rights arising therefrom and pertaining thereto and all reissues, extensions and renewals thereof;

(ii) the entire goodwill of or associated with the businesses now or hereafter conducted by Debtor connected with and symbolized by any of such properties and assets;

(iii) all general intangibles and all intangible intellectual or other similar property of Debtor of any kind or nature, associated with or arising out of any of such properties and assets and not otherwise described above; and

(iv) all proceeds of any and all of the foregoing Collateral (including license royalties, rights to payment, accounts receivable and proceeds of infringement suits) and, to the extent not otherwise included, all payments under insurance (whether or not Secured Party is the loss payee thereof) or any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to the Collateral.

(b) Continuing Security Interest. This Agreement shall create a continuing security interest and lien in the Collateral which shall remain in effect until terminated in accordance with Section 11.

SECTION 3. Supplement to Loan Agreement.

This Agreement has been entered into in conjunction with the security interests granted to Secured Party under the Loan Agreement or the other Loan Documents. The rights and remedies of Secured Party with respect to the security interests granted in the Agreement are without prejudice to, and are in addition to those set forth in the Loan Agreement or any other Loan Documents.

SECTION 4. Representations and Warranties.

Debtor represents and warrants to Secured Party that a true and correct list of all of the existing Collateral consisting of trademarks, trademark registrations or applications owned by Debtor, in whole or in part, is set forth in Schedule A.

SECTION 5. Further Acts.

On a continuing basis, Debtor shall make, execute, acknowledge and deliver, and file and record in the proper filing and recording places, all such instruments and documents, and take all such action as may be necessary or advisable or may be requested by Secured Party to carry out the intent and purposes of this Agreement, or for assuring, confirming or protecting the grant or perfection of the security interest granted or purported to be granted hereby, to ensure Debtor's

compliance with this Agreement or to enable Secured Party to exercise and enforce its rights and remedies hereunder with respect to the Collateral, including any documents for filing with the PTO or any applicable state office. Secured Party may record this Agreement, an abstract thereof, or any other document describing Secured Party's interest in the Collateral with the PTO, at the expense of Debtor. If the Debtor shall at any time hold or acquire a commercial tort claim arising with respect to the Collateral, the Debtor shall immediately notify Secured Party in a writing signed by the Debtor of the brief details thereof and grant to the Secured Party in such writing a security interest therein and in the proceeds thereof, all upon the terms of this Agreement, with such writing to be in form and substance satisfactory to the Secured Party.

SECTION 6. Authorization to Supplement.

The provisions of this Agreement shall automatically apply to any new trademarks obtained by Debtor. Debtor shall give prompt notice in writing to Secured Party with respect to any such new trademarks or renewal or extension of any trademark registration.

SECTION 7. Binding Effect.

This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor, Secured Party and their respective successors and assigns. Debtor may not assign, transfer, hypothecate or otherwise convey its rights, benefits, obligations or duties hereunder except as specifically permitted by the Loan Agreement.

SECTION 8. Governing Law.

This Agreement shall be governed by, and construed in accordance with, the law of the State of Connecticut, except as required by mandatory provisions of law or to the extent the validity, perfection or priority of the security interests hereunder, or the remedies hereunder, in respect of any Collateral are governed by the law of a jurisdiction other than the State of Connecticut.

SECTION 9. Entire Agreement; Amendment.

This Agreement, the Loan Agreement and the other Loan Documents contain the entire agreement of the parties with respect to the subject matter hereof and supersedes all prior drafts and communications relating to such subject matter. This Agreement may not be modified, amended or waived except by the written agreement of the parties, as provided in the Loan Agreement. To the extent that any provision of this Agreement conflicts with any provision of the Loan Agreement, the provision giving Secured Party greater rights or remedies shall govern, it being understood that the purpose of this Agreement is to add to, and not detract from, the rights granted to Secured Party under the Loan Agreement.

SECTION 10. Termination.

Upon payment and performance in full of all Obligations and the termination of the provisions of Section 4(b) of the Loan Agreement, the security interests created by this

Agreement shall terminate and Secured Party (at Debtor's expense) shall promptly execute and deliver to Debtor such documents and instruments reasonably requested by Debtor as shall be necessary to evidence termination of all such security interests given by Debtor to Secured Party, including cancellation of this Agreement by written notice from Secured Party to the PTO.

SECTION 11. No Inconsistent Requirements.

Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

SECTION 12. Severability.

If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

IN WITNESS WHEREOF, this Trademark Security Agreement has been executed as of the day and year first above written.

Signed, sealed and delivered
in the presence of:

FAIRWAY & GREENE, LTD.

[Signature]
[Signature]

By: [Signature]

PEOPLE'S BANK

[Signature]
[Signature]


By: [Signature]

STATE OF CONNECTICUT)
COUNTY OF NEWHAVEN)

ss: Waterbury

September 27, 2004

Personally appeared Gregg Chopskie, Vice President of FAIRWAY & GREENE, LTD.,
a Delaware corporation, signer and sealer of the foregoing instrument, and acknowledged
the same to be his free act and deed as such Vice President and the free act and deed of said
corporation, before me.




Thomas R. Candrick, Jr.
Commissioner of the Superior Court
Notary Public
~~My Commission expires: -~~

STATE OF CONNECTICUT)
COUNTY OF NEWHAVEN)

ss: Waterbury

September 27, 2004

Personally appeared Richard Harmonay, Assistant Vice President
of PEOPLE'S BANK, signer and sealer
of the foregoing instrument, and acknowledged the same to be his free act and deed as such
officer and the free act and deed of said bank, before me.



Thomas R. Candrick, Jr.
Commissioner of the Superior Court
Notary Public
~~My Commission expires: -~~

SCHEDULE A

The following is a list of trademark registrations and pending trademark applications. For purposes of this Agreement and without specifically reciting each filing, all applicable foreign equivalents of such trademark registrations and pending trademark applications listed below shall be deemed included in this list.

Worldwide Trademarks and Trademark Registrations

Federal trademark registrations owned by Fairway & Greene, Ltd.:

Registration No. 2,046,697 - Respect for the Game

Registration No. 2,090,179 – Clothes that Respect the Game

Registration No. 2,039,538 – Fairway & Greene