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S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies): Leslie Fay Licensing Enterprises Corp.

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-State Delaware, Other

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

2. Name and address of receiving party(ies)

Name: Green River Group LLC Internal Address: c/o Silverlake, Inc.

Street Address: 530 Seventh Avenue City: New York State: NY Zip: 10018

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other LLC - Delaware

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other

Execution Date: 04/09/2004

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s) 1,202,108; 1,424,026; 1,417,515; 2,757,157

Additional number(s) attached Yes No

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

Name: Gottlieb, Rackman & Reisman, P.C.

Internal Address:

Street Address: 270 Madison Avenue

City: New York State: NY Zip: 10016

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41) \$ 115

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

07-1730

DO NOT USE THIS SPACE

9. Signature.

Barry A. Cooper, Esq. Name of Person Signing

[Signature] Signature

April 16, 2004 Date

Total number of pages including cover sheet, attachments, and document: 6

OFFICE OF PUBLIC RECORDS 2004 APR 19 PM 3:31 FINANCE SECTION

04/20/2004 LINDSEY 00000062 1202100

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

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TRADEMARK REEL: 002952 FRAME: 0855

ASSIGNMENT AND SECURITY AGREEMENT

THIS ASSIGNMENT AND SECURITY AGREEMENT dated as of April 9, 2004 (the "Assignment"), by and between LESLIE FAY LICENSING ENTERPRISES CORP. ("Seller"), a Delaware corporation and GREEN RIVER GROUP LLC ("Purchaser"), a Delaware limited liability company.

RECITALS

- A. Seller is the owner of record of certain trademarks and trademark applications set forth on Schedule A attached hereto (herein referred to as the "Trademarks").
- B. Seller has agreed to transfer the Trademarks to Purchaser.
- C. Purchaser desires by execution of this Assignment to obtain an assignment of all of Seller's right, title, and interest in and to the Trademarks from Seller, and Seller desires by execution of this Assignment to grant a assignment of all of its rights, title, and interest in and to the Trademarks to Purchaser subject to the security interest set forth herein.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Seller hereby sells, assigns, and transfers to Purchaser, all of Seller's right, title and interest in and to the Trademarks, including, without limitation, any goodwill of the business relating to the Trademarks and all causes of action accrued or accruing with respect to the Trademarks.

Seller hereby represents and warrants to Purchaser that, subject to the provisions of an Asset Purchase Agreement dated as of even date herewith (as the same may be supplemented, modified, amended or restated from time to time, the "Agreement"), (a) Seller owns the entire right, title and interest in and to the Trademarks, free and clear of any liens, security interests or other encumbrances, subject to the rights of Silver Lake under certain license agreements; (b) no claims of any kind by third parties (including, without limitation, governmental authorities) relating to the Trademarks been asserted against Seller, and (c) to the best of the Seller's knowledge, there are no claims in the nature of infringement by any third parties concerning any of the Trademarks.

Seller expressly agrees to execute, acknowledge and deliver any documents and instruments that may be reasonably requested by Purchaser in writing to evidence and effectuate the sale, conveyance, assignment, transfer and delivery to Purchaser of the Trademarks set forth on Schedule A.

Concurrently with the execution of this Assignment, Seller and Purchaser are entering into the Agreement, pursuant to which, among other things, Purchaser is agreeing to pay the Seller a portion of the purchase price of the Trademarks over a ten consecutive month period.

Consistent with the execution of this Agreement, Purchaser has agreed herein to pledge and grant to Seller a present and continuing lien and security interest in and to any and all of the Trademarks assigned to Purchaser as security for the performance by Purchaser of its obligations under the Agreement.

Seller and Purchaser have entered into the Agreement and this Assignment and Purchaser has signed a Special Power of Attorney (the "Special Power of Attorney") in order to confirm the liens and security interests granted in the Trademarks and to permit the recordation of this Assignment with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged by Purchaser, Purchaser hereby pledges, assigns, conveys, transfers, delivers and confirms to Seller, and grants to Seller, a present and continuing lien and security interest in and to any and all of the Trademarks, including, without limitation, any and all renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and the goodwill of the business to which the Trademarks relate, and any and all accounts, contract rights, warranties, litigation claims and rights and other general intangibles of Purchaser related to any of the foregoing, in each case whether now existing or hereafter acquired or created, whether owned, leased or licensed beneficially or of record and whether owned, leased or licensed individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing. Seller, however, is not hereby assuming and has not assumed any of the obligations or other liabilities of Purchaser under or respecting the Trademarks, which remain the sole obligation of Purchaser.


Upon settlement of the obligations set forth in the Agreement by Purchaser, Seller agrees that the security interest in the Trademarks granted herein shall be released and the Special Power of Attorney revoked. Upon written request thereafter, Seller further agrees to execute any releases or other documents reasonably requested by Purchaser to effect such release and revocation. The Purchaser agrees that the Purchaser shall not transfer the Trademarks to any third party so long as this Assignment remains in effect.

IN WITNESS WHEREOF, this Assignment has been duly executed by the parties hereto as of the date first written above.

LESLIE FAY LICENSING ENTERPRISES CORP.

By: _____
Name:
Title:

GREEN RIVER GROUP LLC

By:  _____
Name: *Simon Lam*
Title: *Member*

SCHEDULE A

Trademarks

Registered Trademarks

<u>Trademark</u>	<u>Registration Number</u>
DAVID WARREN	1202108
RIMINI	1424026
RICHARD WARREN	1417515
DW123	2757157
