



MPLD 10-8-04

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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.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):

OSCAR DE LA RENTA, LTD.

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

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

3. Nature of conveyance:

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

Execution Date: 09/09/2004

2. Name and address of receiving party(ies)

Name: Webster Business Credit Corporation

Internal Address:

Street Address: One State Street

City: New York State: NY Zip: 10004

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

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

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

A. Trademark Application No.(s) See Schedule I to Trademark Security Agreement

B. Trademark Registration No.(s) See Schedule I to Trademark Security Agreement

Additional number(s) attached Yes No

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

Name: Federal Research Corporation

Internal Address:

Street Address: 1030 15th Street NW, Suite 920

City: Washington State: DC Zip: 20006

6. Total number of applications and registrations involved:

46

7. Total fee (37 CFR 3.41): \$1165.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

60-3155

DO NOT USE THIS SPACE

9. Signature.

Loukia Harris

Name of Person Signing

Signature

Signature

October 4, 2004

Date

Total number of pages including cover sheet, attachments, and document: 8

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

CH \$1165.00 503155 2702303

SCHEDULE I

REGISTERED U.S. TRADEMARKS

<u>DESCRIPTION</u>	<u>REGISTRATION NO.</u>	<u>REGISTRATION DATE</u>
OOO	2,702,388	04/01/03 ✓
OOO (Triple O's)	2,510,354	11/20/01 ✓
OSCAR DE LA RENTA	2,088,400	08/12/97 ✓
OSCAR BY OSCAR DE LA RENTA	2,431,604	02/27/01 ✓
O S C A R BY OSCAR DE LA RENTA	2,553,215	03/2602 ✓
O	2,148,962	04/07/98 ✓
OSCAR OSCAR DE LA RENTA	2,132,134	01/27/98 ✓
OSCAR DE LA RENTA	2,119,455	12/09/97 ✓
PINK LABEL	2,075,776	07/01/97 ✓
OSCAR OSCAR DE LA RENTA	2,058,296	04/29/97 ✓
OSCAR OSCAR DE LA RENTA	2,049,766	04/01/97 ✓
OSCAR DE LA RENTA	1,950,895	01/23/96 ✓
OSCAR DE LA RENTA	1,957,411	02/20/96 ✓
OR	1,895,619	05/23/95 ✓
OR	1,909,344	08/01/95 ✓
OSCAR DE LA RENTA STUDIO	1,665,110	11/19/91 ✓
MR. O	1,354,310	08/13/85 ✓
OSCAR DE LA RENTA	1,334,456	05/07/85 ✓
OR	1,104,708	10/24/78 ✓
Design	1,097,557	07/25/78 ✓
MISS O	1,121,045	06/26/79 ✓
OSCAR DE LA RENTA COLLECTIBLES	1,084,892	02/07/78 ✓
OSCAR DE LA RENTA	1,085,216	02/14/78 ✓
OSCAR	1,081,451	01/10/78 ✓
OSCAR DE LA RENTA	1,059,369	02/15/77 ✓
OSCAR DE LA RENTA	1,057,696	02/01/77 ✓
OSCAR DE LA RENTA	0,922,367	10/19/71 ✓

PENDING U.S. TRADEMARK APPLICATIONS

<u>DESCRIPTION</u>	<u>APPLICATION NO.</u>	<u>FILING DATE</u>
OSCAR – AN OSCAR DE LA RENTA COMPANY	78/358,201	01/27/04
OSCAR BY OSCAR DE LA RENTA	76/573,195	01/23/04
OSCAR DE LA RENTA	76/572,416	01/23/04
O OSCAR	76/505,716	04/11/03
OSCAR BY OSCAR DE LA RENTA	76/484,321	01/23/03
BABY OSCAR	76/458,039	10/15/02
OSCAR DE LA RENTA	76/368,946	02/07/02
Design	76/368,000	02/07/02
OSCAR DE LA RENTA	76/300,487	08/13/01
OOO (3 Linked "O"s)	76/224,576	03/14/01
OSCAR BY OSCAR DE LA RENTA	75/580,962	11/02/98
O Design	75/539,877	08/20/98
OR	75/402,911	12/10/97
ODLR	75/375,185	10/17/97
BABY OSCAR	75/294,019	05/19/97
OSCAR DE LA RENTA	74/443,673	10/04/93
OSCAR DE LA RENTA	74/393,825	05/24/93
OSCAR DE LA RENTA OR	74/364,903	03/05/93
OSCAR DE LA RENTA	74/294,422	07/15/92

## **TRADEMARK SECURITY AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of September 9, 2004, is made by the undersigned (the "Company") to and in favor of WEBSTER BUSINESS CREDIT CORPORATION, a New York corporation ("Lender"), pursuant to that certain Credit and Security Agreement, dated as of even date herewith, among the Company, as a Borrower thereunder, any other Borrower party thereto and the Lender (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Credit Agreement).

### **RECITALS**

- A. The Company owns and uses certain Trademarks (as hereinafter defined).
- B. The Lender proposes to make certain loans to the Company pursuant to the Credit Agreement.
- C. Pursuant to the Credit Agreement, the Company has granted to the Lender, for its benefit and the ratable benefit of each Lender Party, a security interest in, the property described therein, including, without limitation, all of the Company's Trademarks (as hereinafter defined), whether presently existing or hereafter acquired or developed, as security for all of the Obligations; and
- D. As a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Credit Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the Lender has required that the Company grant to the Lender, for its benefit and the ratable benefit of each Lender Party, a security interest in all of the Company's Trademarks (as hereinafter defined).

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademarks" means all of the following: (i) all trademarks and service marks, all registrations and recordings thereof, and all applications for trademarks and service marks, including, without limitation registrations, recordings and applications in the office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those referred to in Schedule I attached hereto, and (ii) all reissues, continuations, continuations-in-part or extensions thereof.

2. As security for the payment and performance of all of the Obligations, the Company hereby grants and conveys a security interest to the Lender, for its benefit and the ratable benefit of each Lender Party, in all of the Company's right, title and interest in, to and under the following (collectively, the "Property"): (a) each Trademark now or hereafter owned by the Company or in which the Company now has or hereafter acquires rights and wherever located, including, without limitation, each Trademark referred to in Schedule I hereto and any renewals of registrations thereof; (b) the goodwill of the Company symbolized by the Trademarks; and (c) all products and proceeds of the foregoing, including, without limitation, any claim by the Company against third parties for past, present or future infringement of any Trademark including, without limitation, any Trademark referred to in Schedule I hereto.

3. The Company does hereby further acknowledge and affirm that the representations, warranties and covenants of the Company with respect to the Property and the rights and remedies of the Lender with respect to the security interest in the Property made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. The Company agrees that (a) neither the Lender nor any other Lender Party shall have any obligation or responsibility to protect or defend the Property and the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement and (b) the Company shall forthwith advise the Lender promptly in writing upon detection of infringements of any of the Trademarks being used in the Company's business which infringement could reasonably be expected to have a Material Adverse Effect.

5. Upon the occurrence and during the continuation of an Event of Default:

(a) Solely for the purpose of enabling the Lender to exercise rights and remedies under this Agreement, the Credit Agreement and the other Loan Documents and at such time as the Lender shall be lawfully entitled to exercise such rights and remedies, the Company hereby grants to the Lender, to the extent it has the right to do so, an irrevocable (until the termination of this Agreement), nonexclusive license (exercisable without payment of royalty or other compensation to the Company), subject to sufficient rights to quality control and inspection in favor of the Company to avoid the risk of invalidation of the Company's Trademarks, to use, operate under, license or sublicense any of the Company's Trademarks now owned or hereafter acquired by the Company;

(b) The Lender shall have the right (but not the obligation) in its sole discretion to bring suit or otherwise commence any action or proceeding in its own name or the name of the Company, to enforce any of the Company's Trademarks, in which event the Company shall, at the request of the Lender, do any and all lawful acts and execute any and all documents required by the Lender in aid of such enforcement and shall promptly, upon demand, reimburse and indemnify the Lender as provided in Sections 16.5 and 16.9 of the Credit Agreement in connection with the exercise of such Lender Party's rights under this Section 5(b). To the extent that the Lender shall elect not to bring suit to enforce any of the Company's Trademarks, as provided in this Section 5(b), the Company shall, at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Credit Agreement;

(c) Upon written demand from the Lender, the Company shall grant, assign, convey or otherwise transfer to the Lender an absolute assignment of all of the Company's right, title and interest in and to the Company's Trademarks and the goodwill associated therewith and shall execute and deliver to the Lender such documents as are necessary or appropriate to carry out the intent and purposes of this Agreement; and

(d) If (i) an Event of Default shall have occurred and, by reason of cure, waiver, modification, amendment or otherwise, no longer be continuing, (ii) no other Event of Default shall have occurred and be continuing, (iii) an assignment or other transfer to the Lender of any rights, title and interests in and to the Company's Trademarks shall have been previously made and shall have become absolute and effective, and (iv) the Obligations shall not then be due and payable, upon the written request of the Company, the Lender shall promptly execute and deliver to the Company, at the Company's sole cost and expense, such assignments or other transfer as may be necessary to reassign to the Company any such rights, title and interests as may have been assigned to the Lender as aforesaid, subject to any disposition thereof that may have been made by the Lender; provided, after giving effect to such reassignment, the Lender's security interest granted pursuant hereto, as well as all other rights and remedies of the Lender granted hereunder, shall continue to be in full force and effect; and provided further, the rights, title and interests so reassigned shall be free and clear of any other Liens granted by or on behalf of the Lender.

(e) The Company shall advise the Lender promptly in writing upon detection of infringement of any trademarks being used in the Company's business.

6. This Agreement shall terminate upon termination of the Credit Agreement. At any time and from time to time prior to such termination, the Lender may terminate its security interest in or reconvey to the Company any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Company, the Lender shall, at the expense of the Company, execute and deliver to the Company all deeds, assignments and other instruments as may be necessary or proper in reasonable judgment of the Company in order to evidence such termination, subject to any disposition of the Property which may have been made by the Lender pursuant hereto or pursuant to the Credit Agreement.

7. If at any time before the termination of this Agreement, the Company shall obtain or acquire rights to any new Trademark, the provisions of Section 2 shall automatically apply thereto and the Company shall comply with the terms of this Agreement with respect to such new Trademark. The Company authorizes the Lender to modify this Agreement by amending Schedule I to include any future registrations or applications for registration of Trademarks covered by Section 2 or by this Section 7 or to delete any registrations or applications to which the Company no longer has or claims any right, title or interest.

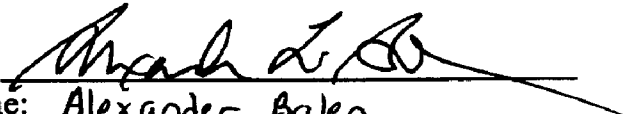
8. Intentionally Omitted.

9. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

IN WITNESS WHEREOF, the Company has caused this Agreement to be duly executed by its duly authorized officers as of the date first above written.

“COMPANY”

OSCAR DE LA RENTA, LTD.

By:   
Name: Alexander Bolen  
Title: CEO

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

On September 2, 2004 before me personally came Alexander Bolen, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the CEO of Oscar de la Renta, Ltd., who being by me duly sworn, did depose and say that he (she) is the CEO of said company and which executed the foregoing instrument; that the said instrument was signed on behalf of said company by order of its Board of Directors; that he (she) signed his (her) name thereto by like order; and that he (she) acknowledged said instrument to be the free act and deed of said company.

Notary Public

My Commission Expires:



[NOTARIAL SEAL]

**LOUKIA HARRIS**  
**Notary Public, State of New York**  
**No. 01HA4995575**  
**Qualified in Nassau County**  
**Commission Expires April 27, 2008**

TRADEMARK SECURITY AGREEMENT

RECORDED: 10/08/2004

TRADEMARK  
REEL: 002974 FRAME: 0699