

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Designs Apparel, Inc.

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

Citizenship: DE

Execution Date(s): 10/29/04

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies):

Additional names, addresses, or citizenship attached? Yes No

Name: Fleet Retail Group, Inc. f/k/a Fleet Retail Finance Inc.

Internal Address: _____

Street Address: 40 Broad Street

City: Boston

State: MA

Country: US Zip: 02194

- Association Citizenship: _____
- General Partnership Citizenship: _____
- Limited Partnership Citizenship: _____
- Corporation Citizenship: DE
- Other: _____ Citizenship: _____

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)

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other: Amended and Restated Security Agreement

4. Application number(s) or registration number(s) and Identification or description of the Trademark(s):

A. Trademark Application No.(s):

78/332284; 76/602314; 78/393114; 78/349916;
78/310354; 78/218498; 78/381729; 78/393105;
78/280844

B. Trademark Registration No.(a):

2838614; 2810224; 2652826; 2667795;
2802643

Additional sheet(s) attached? Yes No

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

Name: Christopher E. Kondracki

Address: 2001 Jefferson Davis Highway

Suite 1007

Arlington, Virginia 22202

Phone Number: (703) 415-1555

Fax Number: (703) 415-1557

Email Address: _____

6. Total number of applications and registrations involved:

14

7. Total Fee (37 CFR 2.6(b)(6) & 3.41): \$ 365.00

- Authorized to be charged by credit card
- Authorized to be charged by Deposit Account
- Fees Enclosed

8. Payment Information:

Deposit Account Number: 19-3545

Authorized User Name: Christopher E. Kondracki

9. Signature:

CEKondracki
Signature

11/19/04
Date

Christopher E. Kondracki
Name of Person Signing

Total number of pages including cover sheet, attachments, and documents: **10**

CH \$365.00 193545 78332284

**AMENDED AND RESTATED TRADEMARK AND TRADEMARK APPLICATIONS
SECURITY AGREEMENT**

October 29, 2004

THIS AGREEMENT is made between

Fleet Retail Group, Inc. (f/k/a Fleet Retail Finance Inc.), a Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts 02109, as Collateral Agent (in such capacity, the "Agent") for the Revolving Credit Lenders, and Fleet Retail Group, Inc., as Tranche B Lender (the "Lenders")

And

Designs Apparel, Inc. (hereinafter, the "Borrower"), a Delaware corporation with its principal executive offices at 66 B Street, Needham, Massachusetts 02194

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:**

- (a) The Agent, the Borrower, and Back Bay Capital Funding LLC (in such capacity, the "**Original Tranche B Lender**"), and certain other parties, entered into the Third Amended and Restated Loan and Security Agreement dated as of May 14, 2002 (as amended from time to time and in effect, the "**Loan Agreement**"), pursuant to which a credit facility was established in favor of the Borrower and certain other parties, and under which the Borrower's Liabilities were secured by certain of the Borrower's assets, including all Marks, as set forth in that certain Trademark and Trademark Applications Security Agreement dated as of May 14, 2002 (the "**Original Trademark Security Agreement**").
- (b) The Agent, Fleet Retail Group, Inc., as Administrative Agent, the Lenders, Casual Male Retail Group, Inc. (f/k/a Designs, Inc.), and Borrower, have entered into that certain Fourth Amended and Restated Loan and Security Agreement of even date herewith (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Amended and Restated Loan Agreement**"), pursuant to which a credit facility has been established in favor of the Borrowers and under which the Liabilities are to be secured by certain of the Borrower's assets, including all Marks. (Terms used herein which are defined in the Amended and Restated Loan Agreement are used as so defined).

NOW THEREFORE, in consideration of the mutual covenants contained herein and benefits derived herefrom, the parties hereto agree that the Original Trademark Security Agreement shall be amended and restated in its entirety as follows:

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrower hereby creates a security interest in favor of the Agent (for the benefit of the Agent and the Lenders), with power of sale (which power of sale shall be exercisable only following the occurrence of an Event of Default) in and to the following and all proceeds thereof (collectively, the "TM Collateral"):
- (a) All of the Borrower's now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
 - (b) All renewals of any of the foregoing.
 - (c) All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
 - (d) The right to sue for past, present and future infringements and dilutions of any of the foregoing.
 - (e) All of Borrower's rights corresponding to any of the foregoing throughout the world.
3. **PROTECTION OF MARKS BY BORROWER:** The Borrower shall undertake the following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the "Marks"):
- (a) Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
 - (b) At the Borrower's sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.
 - (c) At the Borrower's sole cost, expense, and risk, take any and all action which Borrower deems desirable to protect the Marks, including, without limitation, but subject to Borrower's discretion, the prosecution and defense of infringement actions.

Notwithstanding the foregoing, the Borrower shall not be required to take the above actions with respect to any Marks to the extent the Borrower deems such Marks not necessary or not appropriate to its business.

4. **BORROWER'S REPRESENTATIONS AND WARRANTIES:** The Borrower represents and warrants that:

- (a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrower.
- (b) All TM Collateral is and shall remain, free and clear of all liens, encumbrances, or security interests of any Person other than the Agent and except for Permitted Encumbrances.
- (c) The Borrower shall give the Agent written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:
 - (i) The Borrower's obtaining rights to, and filing applications for registration of, any new trademarks, or service marks, or otherwise acquiring ownership of any additional registered trademarks, registered service marks, trademark applications, or service mark applications, (other than the Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).
 - (ii) The Borrower's becoming entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Borrower's right to sell products containing the trademarks of others in the ordinary course of Borrower's business).
 - (iii) The Borrower's entering into any new trademark license agreement or service mark license agreement.

5. **AGREEMENT APPLIES TO FUTURE MARKS:**

- (a) The provisions of this Agreement shall automatically apply to any such additional property or rights described in 4, above, all of which shall be deemed to be and treated as "Marks" within the meaning of this Agreement.
- (b) The Borrower hereby authorizes the Agent, following the occurrence and during the continuance of an Event of Default, to take all such action to protect the Agent's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Agent's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. **BORROWER'S RIGHTS TO ENFORCE MARKS:** Prior to the Agent's giving of notice to the Borrower following the occurrence, and during the continuance, of an Event of Default, the Borrower shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrower to protect the Marks against encroachment by third parties, *provided, however:*
- (a) The Borrower first provides the Agent with written notice of the Borrower's intention to so sue for enforcement of any Mark.
 - (b) Any money damages awarded or received by the Borrower on account of such suit (or the threat of such suit) shall constitute TM Collateral.
 - (c) Following the occurrence, and during the continuance, of any Event of Default, the Agent, by notice to the Borrower may terminate or limit the Borrower's rights under this Section 6.
7. **AGENT'S ACTIONS TO PROTECT MARKS:** In the event of
- (a) the Borrower's failure, within five (5) days of written notice from the Agent, to cure any failure by the Borrower to perform any of the Borrower's obligations set forth in Section 3; and/or
 - (b) the occurrence of any Event of Default,
- the Agent, acting in its own name or in that of the Borrower, may (but shall not be required to) act in the Borrower's place and stead and/or in the Agent's own right in connection therewith.
8. **RIGHTS UPON DEFAULT:** Upon the occurrence, and during the continuance, of any Event of Default, the Agent may exercise all rights and remedies of a secured party upon default under the UCC, with respect to the Marks, in addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.
9. **AGENT AS ATTORNEY IN FACT:**
- (a) The Borrower hereby irrevocably constitutes and designates the Agent as and for the Borrower's attorney in fact, effective following the occurrence, and during the continuance, of any Event of Default:
 - (i) To exercise any of the rights and powers referenced in Sections 3, 5 and 6.
 - (ii) To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

- (b) The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.
- (c) The Agent shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(a) herein, but if the Agent elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

10. **AGENT'S RIGHTS:**

- (a) Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the Lenders' rights and remedies under this Agreement and under the Amended and Restated Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.
- (b) None of this Agreement, the Amended and Restated Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are ineffective except following the occurrence of any Event of Default.

11. **INTENT:** It is intended that this Agreement supplement the Amended and Restated Loan Agreement. In that regard, the Borrower confirms that (a) all representations and covenants set forth in the Amended and Restated Loan Agreement with respect to Collateral are applicable to the Marks, and (b) the Agent shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral under the Amended and Restated Loan Agreement. In the event of a conflict between this Agreement and the Amended and Restated Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Amended and Restated Loan Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

[The remainder of this page is intentionally left blank]

IN WITNESS WHEREOF, the Borrower and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

DESIGNS APPAREL, INC.
(The "Borrower")

FLEET RETAIL GROUP, INC.
(The "Agent")

By: [Signature]
Name: Dennis R. Henreich
Title: Executive Vice President, Chief Operating Officer, Chief Financial Officer, Treasurer and Secretary

By: [Signature]
Name: Kathleen A. Dimock
Title: Managing Director

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this date, 10/29/04, 2004, before me, the undersigned notary public, personally appeared Dennis Henreich, a duly authorized _____ of Designs Apparel, Inc., who is personally known to me to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

[Signature]
Notary Public
My commission expires: 1/31/08

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this date, 10/28/04, 2004, before me, the undersigned notary public, personally appeared Kathleen Dimock, a duly authorized MANAGING DIRECTOR of Fleet Retail Group, Inc., who is personally known to me to be the person whose name is signed on the preceding or attached document, and who swore or affirmed to me that the contents of the document are truthful and accurate to the best of his knowledge and belief.

[Signature]
Notary Public

EXHIBIT A**ATTACHMENT TO TRADEMARK APPLICATIONS SECURITY AGREEMENT**

Borrower's now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks and Federal trademark applications, and International trademark applications, are as follows:

UNITED STATES TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>OWNER</u>	<u>REGISTRATION NUMBER</u>
ALEXANDER LLOYD	Designs Apparel, Inc.	1792707
B&T FACTORY STORE & design (SM)	Designs Apparel, Inc.	2443351
B&T BIG & TALL FACTORY STORE & design (SM)	Designs Apparel, Inc.	2415558
BIG & TALL (SM) (stylized)	Designs Apparel, Inc.	1553379 (Supp.)
BIG & TALL CASUAL MALE & design (SM)	Designs Apparel, Inc.	2080852
CANYON RIDGE	Designs Apparel, Inc.	2159159
CASUAL MALE	Designs Apparel, Inc.	2838614
CASUAL MALE (SM)	Designs Apparel, Inc.	2198042
CASUAL MALE BIG & TALL	Designs Apparel, Inc.	2036883
CASUAL MALE BIG & TALL & design (SM)	Designs Apparel, Inc.	2080851
GLACIER TEC	Designs Apparel, Inc.	2810224
GRADE A JEANS	Designs Apparel, Inc.	2490404
GRANDE CENTRAL BIG & TALL CLOTHING CO.	Designs Apparel, Inc.	2635630
HARBOR BAY	Designs Apparel, Inc.	2531456
HB SPORT HARBOR BAY	Designs Apparel, Inc.	2471393
HB SPORT HARBOR BAY & design	Designs Apparel, Inc.	2566969
HIGH AND MIGHTY	Designs Apparel, Inc.	1034385
HIGH & MIGHTY (SM)	Designs Apparel, Inc.	1171694
HIMALAYA	Designs Apparel, Inc.	1974456
HIMALAYA OUTFITTERS	Designs Apparel, Inc.	1975575
LPI INNOVATIONS YOUR LOSS		
PREVENTION SOLUTION (SM)	Designs Apparel, Inc.	2407697
NATURAL EXCHANGE BY ALEXANDER LLOYD	Designs Apparel, Inc.	2018824
REPP	Designs Apparel, Inc.	2652826 (Supp.)
REPP (SM)	Designs Apparel, Inc.	2667795
REPP, LTD. & design	Designs Apparel, Inc.	1242946
REPP TECH	Designs Apparel, Inc.	2346534
SECUREX (SM)	Designs Apparel, Inc.	2607266
THINK BIG	Designs Apparel, Inc.	2643269
THINK BIG (SM)	Designs Apparel, Inc.	2324049
THINK BIG	Designs Apparel, Inc.	2802643
WAIST-RELAXER	Designs Apparel, Inc.	2650656

TRADEMARK**REEL: 002980 FRAME: 0507**

UNITED STATES TRADEMARK APPLICATIONS

<u>MARK</u>	<u>OWNER</u>	<u>APPLICATION NUMBER</u>
COMFORT ZONE BY GEORGE FOREMAN	Designs Apparel, Inc.	78/332284
DRY-ACTION	Designs Apparel, Inc.	76/602314
FLEX-ZONE	Designs Apparel, Inc.	78/393114
GEORGE FOREMAN SIGNATURE COLLECTION	Designs Apparel, Inc.	78/349916
GF SPORT BY GEORGE FOREMAN	Designs Apparel, Inc.	78/310354
NECK-RELAXER	Designs Apparel, Inc.	78/218498
SIGNATURE COLLECTION BY GEORGE FOREMAN	Designs Apparel, Inc.	78/381729
STAIN-FIGHTER	Designs Apparel, Inc.	78/393105
ROCHESTER SPORT FOR BIG & TALL MEN *	Designs Apparel, Inc.	78/280844

* By way of assignment pursuant to acquisition of Rochester Big & Tall Clothing on October 28, 2004.

CANADA TRADEMARK APPLICATIONS

<u>MARK</u>	<u>OWNER</u>	<u>APPLICATION NUMBER</u>
BIG & TALL (SM) (stylized)	Designs Apparel, Inc.	1210501
BIG & TALL CASUAL MALE & design	Designs Apparel, Inc.	1210536
CASUAL MALE (SM)	Designs Apparel, Inc.	1210545
CASUAL MALE BIG & TALL	Designs Apparel, Inc.	1210504
CASUAL MALE BIG & TALL & design	Designs Apparel, Inc.	1210537
COMFORT ZONE BY GEORGE FOREMAN	Designs Apparel, Inc.	1210546
FLEX-ZONE	Designs Apparel, Inc.	1219789
GEORGE FOREMAN SIGNATURE COLLECTION	Designs Apparel, Inc.	1210499
GF SPORT BY GEORGE FOREMAN	Designs Apparel, Inc.	1210500
GLACIER TEC	Designs Apparel, Inc.	1210498
HB SPORT HARBOR BAY	Designs Apparel, Inc.	1210538
HARBOR BAY	Designs Apparel, Inc.	1210543
HIMALAYA	Designs Apparel, Inc.	1210503
HIMALAYA OUTFITTERS	Designs Apparel, Inc.	1210502
NECK-RELAXER	Designs Apparel, Inc.	1210540
SIGNATURE COLLECTION BY GEORGE FOREMAN	Designs Apparel, Inc.	1210542
STAIN-FIGHTER	Designs Apparel, Inc.	1219787
THINKBIG (SM)	Designs Apparel, Inc.	1210544
THINKBIGDIRECT.COM (SM)	Designs Apparel, Inc.	1210539
WAIST-RELAXER	Designs Apparel, Inc.	1210541

TRADEMARK

REEL: 002980 FRAME: 0508

COMMON LAW TRADEMARKS/TRADE NAMES**MARK****OWNER****STATUS**

FAIRBANKS	Designs Apparel, Inc.	Not Registered
HB CLASSICS	Designs Apparel, Inc.	Not Registered
PS PRO	Designs Apparel, Inc.	Not Registered
PS PRO & design	Designs Apparel, Inc.	Not Registered
PS PRO (SM)	Designs Apparel, Inc.	Not Registered
REPP LTD. (horizontal store signs) (stylized) (SM)	Designs Apparel, Inc.	Not Registered
REPP LTD. (vertical store sign) (stylized) (SM)	Designs Apparel, Inc.	Not Registered
REPP PREMIER (store sign) (stylized) (SM)	Designs Apparel, Inc.	Not Registered
ROCHESTER BIG & TALL *	Designs Apparel, Inc.	Not Registered
ROCHESTER SPORT *	Designs Apparel, Inc.	Not Registered
CALIFORNIA BIG & TALL *	Designs Apparel, Inc.	Not Registered

* By way of assignment pursuant to acquisition of Rochester Big & Tall Clothing on October 28, 2004.