

06-21-2004

Form PTO-1594

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(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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

Tab settings ⇌ ⇌ ⇌ ▼

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

1. Name of conveying party(ies):

NCC Industries, Inc.

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State Delaware
☐ 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: May 11, 2004

2. Name and address of receiving party(ies)

Name: BNP Paribas, as administrative agent under the Term Loan Credit Agreement

Internal

Address: _____

Street Address: One Front Street

City: San Francisco State: CA Zip: 94111

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Societe Anonyme - France

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) _____
Please see attached.B. Trademark Registration No.(s) _____
Please see attached.Additional number(s) attached ☒ Yes ☐ No

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

Name: Scott D. Sanford, Esq.

Internal Address: O'Melveny & Myers LLP

Embarcadero Center West

Street Address: 275 Battery Street

City: San Francisco State: CA Zip: 94111

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41).....\$ 190.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____



06-04-2004

U.S. Patent & TMO/TM Mail Rcpt Dt. #74

DO NOT USE THIS SPACE

9. Signature.

06/18/2004 JJALLAH2 00000015 73525268

01 FC:8321
02 FC:8322Scott D. Sanford, Esq.
Name of Person Signing10.00 DP
150.00 DP

Signature

June 2, 2004

Date

6

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

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

SF1: 548673

TRADEMARK
REEL: 002993 FRAME: 0367

SCHEDULE OF TRADEMARKS

#	<u>Trademark Owner</u>	<u>Application No.</u>	<u>Registration No.</u>	<u>Trademark Status Substatus</u>
1.	BODY LUXURY NCC Industries, Inc.	73/525268	1362067	Registered
2.	LILYETTE NCC Industries, Inc.	72154041	775013	Registered
3.	LILYETTE SOFTON NCC Industries, Inc.	73/490526	1351793	Registered
4.	MINIMIZER NCC Industries, Inc.	73/047805	1071869	Registered
5.	NON CHALANCE NCC Industries, Inc.	73/491131	1349565	Registered
6.	REFLEXION Stylized NCC Industries, Inc.	71/503819	517038	Registered
7.	THE RIGHT SUPPORT FOR YOU NCC Industries, Inc.	73/594218	1443299	Registered

GRANT OF TRADEMARK SECURITY INTEREST

WHEREAS, NCC INDUSTRIES, INC., a Delaware corporation ("**Grantor**"), owns and uses in its business, and will in the future adopt and so use, various intangible assets, including the Trademark Collateral (as defined below); and

WHEREAS, MF Merger Corporation, a New York corporation, has entered into a Term Loan Credit Agreement dated as of May 11, 2004 (said Term Loan Credit Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Credit Agreement**") with the financial institutions named therein (collectively, together with their respective successors and assigns party to the Credit Agreement from time to time, the "**Lenders**"), and BNP Paribas, as Administrative Agent for the Lenders (in such capacity, "**Secured Party**") pursuant to which Lenders have made certain commitments, subject to the terms and conditions set forth in the Credit Agreement, to extend certain credit facilities to Company; and

WHEREAS, Company may from time to time enter, or may from time to time have entered, into one or more swap agreements (collectively, the "**Lender Swap Agreements**") with one or more Persons that are Lenders or Affiliates of Lenders at the time such Lender Swap Agreements are entered into (in such capacity, collectively, "**Swap Counterparties**"); and

WHEREAS, Grantor has executed and delivered that certain Guaranty dated as of May 11, 2004 (said Guaranty, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Guaranty**") in favor of Secured Party for the benefit of Lenders and any Swap Counterparties, pursuant to which Grantor has guaranteed the prompt payment and performance when due of all obligations of Company under the Credit Agreement and the other Loan Documents and all obligations of Company under the Lender Swap Agreements, including, without limitation, the obligation of Company to make payments thereunder in the event of early termination thereof; and

WHEREAS, pursuant to the terms of a Security Agreement dated as of May 11, 2004 (said Security Agreement, as it may heretofore have been and as it may hereafter be further amended, restated, supplemented or otherwise modified from time to time, being the "**Security Agreement**"), among Grantor, Secured Party and the other grantors named therein, Grantor has created in favor of Secured Party a security interest in, and Secured Party has become a secured creditor with respect to, the Trademark Collateral;

NOW, THEREFORE, for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, subject to the terms and conditions of the Security Agreement, to evidence further the security interest granted by Grantor to Secured Party pursuant to the Security Agreement, Grantor hereby grants to Secured Party a security interest in all of Grantor's right, title and interest in and to the following, in each case whether now or hereafter existing or in which Grantor now has or hereafter acquires an interest and wherever the same may be located (the "**Trademark Collateral**");

(i) all rights, title and interest (including rights acquired pursuant to a license or otherwise) in and to all trademarks, service marks, designs, logos, indicia, tradenames, trade dress, corporate names, company names, business names, fictitious business names, trade styles and/or other source and/or business identifiers and applications pertaining thereto, owned by such Grantor, or hereafter adopted and used, in its business (including, without limitation, the trademarks set forth on Schedule A annexed hereto) (collectively, the **"Trademarks"**), all registrations that have been or may hereafter be issued or applied for thereon in the United States and any state thereof and in foreign countries (including, without limitation, the registrations and applications set forth on Schedule A annexed hereto), all common law and other rights (but in no event any of the obligations) in and to the Trademarks in the United States and any state thereof and in foreign countries, and all goodwill of such Grantor's business symbolized by the Trademarks and associated therewith; and

(ii) all proceeds, products, rents and profits of or from any and all of the foregoing Trademark Collateral 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 any of the foregoing Trademark Collateral. For purposes of this Grant of Trademark Security Interest, the term **"proceeds"** includes whatever is receivable or received when Trademark Collateral or proceeds are sold, licensed, exchanged, collected or otherwise disposed of, whether such disposition is voluntary or involuntary.

Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Further, the provisions of this Grant of Trademark Security Interest are subject to the terms of that certain Intercreditor Agreement dated as of May 11, 2004 by and among the Administrative Agents (as such term is defined therein). To the extent there is any conflict between the terms of this Grant of Trademark Security Interest and the terms of the Intercreditor Agreement, the Intercreditor Agreement shall govern.

[The remainder of this page is intentionally left blank.]

IN WITNESS WHEREOF, Grantor has caused this Grant of Trademark Security Interest to be duly executed and delivered by its officer thereunto duly authorized as of the 11th day of May, 2004.

NCC INDUSTRIES, INC.

By: 

Name: _____

Title: _____

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(NCC) TRADEMARK GRANT (TERM LOAN)

**SCHEDULE A
TO
GRANT OF TRADEMARK SECURITY INTEREST**

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7.	THE RIGHT SUPPORT FOR YOU NCC Industries, Inc.	73/594218	1443299	Registered

SF1:548724.2

RECORDED: 06/04/2004

**TRADEMARK
REEL: 002993 FRAME: 0372**