

06-30-2004

Form PTO-1594

(Rev. 10/02)

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

Tab settings

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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):

International Legwear Group, Inc.

Neuville Industries, Inc.

Ellis Hosiery Mills, Incorporated

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ OtherAdditional name(s) of conveying party(ies) attached? ☒ Yes ☐ No

## 3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other

Execution Date: June 7, 2004

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

Name: CapitalSource Finance LLC

Internal

Address:

Street Address: 4445 Willard Avenue, 12th Fl.

City: Chevy Chase State: MD Zip: 20815

☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State☐ OtherIf 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) 76/446,501

B. Trademark Registration No.(s) 857,956

Additional number(s) attached ☒ Yes ☐ No

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

Name: Joseph Turitz

Internal Address:

Street Address: 4445 Willard Avenue

12th Floor

City: Chevy Chase State: MD Zip: 20815

## 6. Total number of applications and registrations involved:

8

7. Total fee (37 CFR 3.41).....\$ 215.00

☒ Enclosed☐ Authorized to be charged to deposit account

## 8. Deposit account number:

50-2816 (deficiency only)

DO NOT USE THIS SPACE

## 9. Signature.

Thomas Kulik

Name of Person Signing

Signature

June 25, 2004

Date

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

18

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

06/30/2004 MBETACHE 00000024 76446501

01 FC:8521  
02 FC:852240.00 OP  
175.00 OPTRADEMARK  
REEL: 003000 FRAME: 0542

## CONTINUATION OF ITEM 1

Name of Conveying Party

PEDS ACQUISITION SUB., INC.

## CONTINUATION OF ITEM 4

Applications

Registrations

950,845

2,312,529

2,179,123

934,511

793,406

1,336,858

**FIRST AMENDMENT TO**  
**INTELLECTUAL PROPERTY SECURITY AGREEMENT AND JOINDER**

This First Amendment to Intellectual Property Security Agreement (the "Amendment") is made and effective as of June 7, 2004, by INTERNATIONAL LEGWEAR GROUP, INC., a Virginia corporation ("ILG"), NEUVILLE INDUSTRIES, INC., a North Carolina corporation ("Neuville" together with ILG, and including any of their respective successors or permitted assignees, each a "Grantor" and collectively the "Grantors"), ELLIS HOSIERY MILLS, INCORPORATED, a North Carolina corporation ("Ellis") and PEDS ACQUISITION SUB., INC., a Virginia corporation ("Peds" and collectively with Ellis the "New Grantors") in favor of CAPITALSOURCE FINANCE LLC, a Delaware limited liability company, as agent for the Lenders (as defined in the Loan Agreement (as defined below)) (in such capacity, the "Agent"). Capitalized terms used in this Amendment and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

**RECITALS**

**WHEREAS**, pursuant to that certain Revolving Credit, Term Loan and Security Agreement, dated as January 13, 2003, by and among the Grantors, New Grantors, the Agent and the Lenders (as it has been and may be amended, supplemented or otherwise modified from time to time, the "Loan Agreement"), the Lenders have agreed, subject to the terms and conditions set forth therein, to lend to the Grantors and New Grantors certain amounts pursuant to a revolving credit facility and a term loan (collectively, the "Loans"); and

**WHEREAS**, Grantors and Agent entered into that certain Intellectual Property Security Agreement (the "IP Security Agreement"), dated as of January 13, 2003 whereby Grantors granted Agent, for its own benefit and the benefit of Lenders, a copy of which is attached hereto as Exhibit A;

**WHEREAS**, pursuant to the terms of that certain First Amendment to Revolving Credit, Term Loan and Security Agreement and Joinder, dated as of February 9, 2004, by and among Grantors, Agent, Lenders and Ellis, Ellis became a party to the Loan Agreement;

**WHEREAS**, pursuant to the terms of that certain Third Amendment to Revolving Credit, Term Loan and Security Agreement and Joinder, dated as of the date hereof, by and among Grantors, Agent, Lenders, Ellis and Peds, Peds seeks to become a party to the Loan Agreement;

**WHEREAS**, Agent, for its own benefit and the benefit of Lenders, requires that New Grantors become party to the IP Security Agreement;

**NOW, THEREFORE**, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable

consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Trademark Schedule. Schedule C to the IP Security Agreement shall be and hereby is amended to add thereto the additional Trademark Collateral owned by Peds set forth on Schedule A to this Amendment.

2. Grantor Definition. All references to the term "Grantor" in the IP Security Agreement shall be deemed to mean Grantor and New Grantors as defined in this Amendment.

3. Joinder. New Grantors hereby agree to each of the following terms:

(a) New Grantors hereby acknowledge, agree and confirm that, by execution of this Amendment, they will, as if they had executed the IP Security Agreement, be and have all of the obligations of a Grantor (as defined in the IP Security Agreement) for all purposes of the IP Security Agreement and this Amendment. As of the date hereof, New Grantors hereby ratify and agree to be bound by all of the terms, provisions and conditions contained in the IP Security Agreement.

4. Miscellaneous.

(a) This Amendment has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and New Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Amendment are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

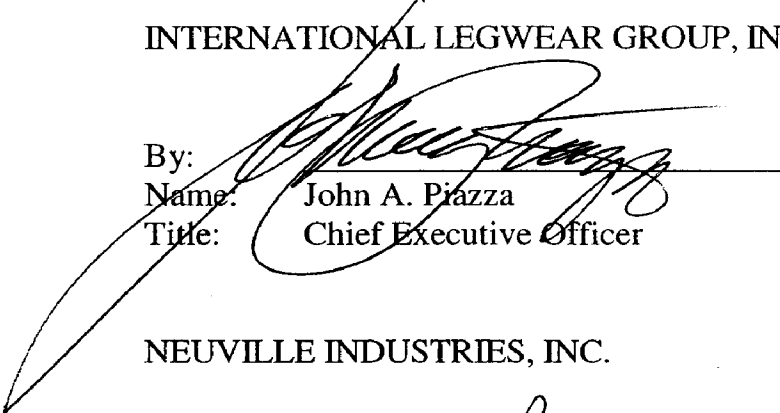
(b) This Amendment may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document. Each such counterpart will be deemed to be an original, but all counterparts together will constitute one and the same instrument.

[Remainder of Page Intentionally Blank; Signature Page Follows]

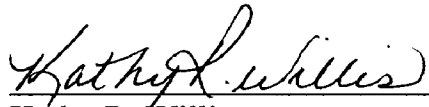
IN WITNESS WHEREOF, the parties hereto have executed this First Amendment to Intellectual Property Security Agreement and Joinder as of the date first written above.

**GRANTORS:**

INTERNATIONAL LEGWEAR GROUP, INC.

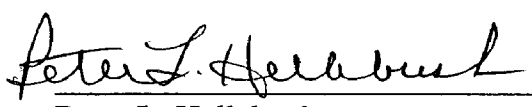
By:   
Name: John A. Piazza  
Title: Chief Executive Officer

NEUVILLE INDUSTRIES, INC.

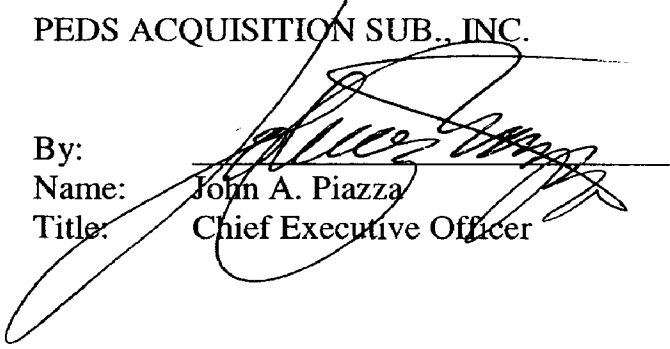
By:   
Name: Kathy R. Willis  
Title: Chief Financial Officer

**NEW GRANTORS:**

ELLIS HOSIERY MILLS, INCORPORATED

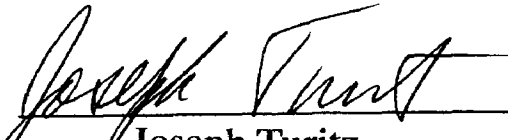
By:   
Name: Peter L. Hellebush  
Title: Treasurer

PEDS ACQUISITION SUB., INC.

By:   
Name: John A. Piazza  
Title: Chief Executive Officer

**AGENT:**

**CAPITALSOURCE FINANCE LLC**

By:   
Name: Joseph Turitz  
Title: General Counsel


# ACKNOWLEDGMENT

STATE OF VIRGINIA :

: SS

<sup>CITY</sup>  
~~COUNTY~~ OF RICHMOND :

Before me, the undersigned, a Notary Public, on this 7th day of June, 2004, personally appeared John A. Piazza to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of International Legwear Group, Inc., as Grantor, and that said First Amendment to Intellectual Property Security Agreement and Joinder was signed on behalf of said Grantor, by authority of its board of directors, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_  
My Commission Expires November 30, 2007

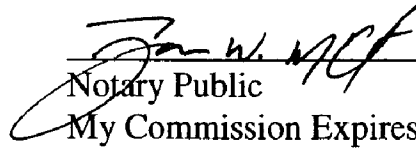
# ACKNOWLEDGMENT

STATE OF VIRGINIA :

: SS

<sup>CITY</sup>  
~~COUNTY~~ OF RICHMOND :

Before me, the undersigned, a Notary Public, on this 7<sup>th</sup> day of June, 2004, personally appeared Kathy R. Willis, to me known personally, who, being by me duly sworn, did say that she is the Chief Financial Officer of Neuville Industries, Inc., as Grantor, and that said First Amendment to Intellectual Property Security Agreement and Joinder was signed on behalf of said Grantor, by authority of its board of directors and the said Chief Financial Officer acknowledged said instrument to be her free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires November 30, 2007



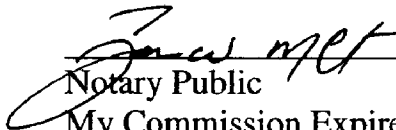
# ACKNOWLEDGMENT

STATE OF VIRGINIA :

: SS

~~CITY~~  
~~COUNTY OF~~ RICHMOND :

Before me, the undersigned, a Notary Public, on this 7<sup>th</sup> day of June, 2004, personally appeared Peter L. Hellebush to me known personally, who, being by me duly sworn, did say that he is the Treasurer of Ellis Hosiery Mills, Incorporated, and that said First Amendment to Intellectual Property Security Agreement and Joinder was signed on behalf of said Grantor, by authority of its board of directors, and the said Treasurer acknowledged said instrument to be his free act and deed.

  
\_\_\_\_\_  
Notary Public  
My Commission Expires: \_\_\_\_\_

My Commission Expires November 30, 2007

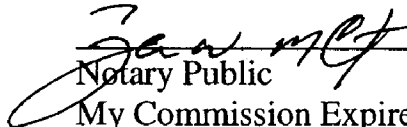
# ACKNOWLEDGMENT

STATE OF VIRGINIA :

: SS

~~CITY~~  
COUNTY OF RICHMOND :

Before me, the undersigned, a Notary Public, on this 7<sup>th</sup> day of June, 2004, personally appeared John A. Piazza to me known personally, who, being by me duly sworn, did say that he is the Chief Executive Officer of Peds Acquisition Sub., Inc., and that said First Amendment to Intellectual Property Security Agreement and Joinder was signed on behalf of said Grantor, by authority of its board of directors, and the said Chief Executive Officer acknowledged said instrument to be his free act and deed.

  
Notary Public  
My Commission Expires: \_\_\_\_\_  
My Commission Expires November 30, 2007

ACKNOWLEDGMENT

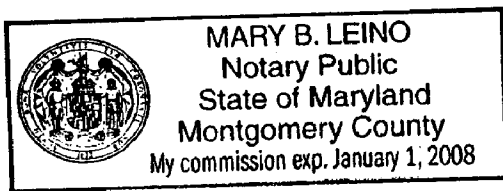
STATE OF Maryland :

: SS

COUNTY OF Montgomery :

Before me, the undersigned, a Notary Public, on this 7<sup>th</sup> day of June, 2004, personally appeared Joseph Twirtz to me known personally, who, being by me duly sworn, did say that he is the Gen. Counsel of CapitalSource Finance LLC, as Agent, and that said First Amendment to Intellectual Property Security Agreement and Joinder was signed on behalf of said Agent, and the said \_\_\_\_\_ acknowledged said instrument to be his free act and deed.

Mary B. Leino  
Notary Public  
My Commission Expires: \_\_\_\_\_



**EXHIBIT A**

**IP Security Agreement**

(See attached)

**SCHEDULE A****TRADEMARK COLLATERAL****A. U.S. Trademark Registrations**

<b><u>Mark</u></b>	<b><u>Reg. no.</u></b>	<b><u>Date Issued</u></b>	<b><u>Goods</u></b>
Pedikins	857,956	10/1/1968	Foot socks
Pedikins	950,845	1/16/1973	Children's tights
Peds	2,312,529	1/25/2000	Ladies' and girls' pantyhose, tights, knee-highs, socks, foot covers, shoe liners and slippers; men's and boy's socks, foot covers, shoe liners and slippers; men's, women's, boys' and girls' dress, casual and athletic shoes, boots, high and low overshoes, sandals and slippers, shoe inner soles and inserts
Peds	2,179,123	8/4/1998	Ladies' and girls' pantyhose, tights, knee-highs, socks, foot covers, shoe liners and slippers; men's and boys' socks, foot covers, shoe liners and slippers
Peds	934,511	5/23/1972	Pantyhose and stockings
Peds and Design	793,406	7/27/1965	Foot Covers
Peds Treds (Stylized)	1,336,858	5/21/1985	Socks and slipper socks

**B. U.S. Trademark Applications**

<b><u>Mark</u></b>	<b><u>Serial no.</u></b>	<b><u>Filed Date</u></b>	<b><u>Goods</u></b>
Low Profile by Peds	76/446,501	9/3/2002	Men's, women's and children's socks

**C. Foreign Trademark Registrations**

<b><u>Country</u></b>	<b><u>Mark</u></b>	<b><u>Reg. no.</u></b>	<b><u>Date Issued</u></b>	<b><u>Goods</u></b>
Canada	Peds	TMDA55715	11/16/1932	An article known as a stocking foot or foot glove
China	Peds	1697497	1/14/2002	Ladies' and girls' pantyhose, tights, knee-highs, socks, foot covers, shoe

				liners and slippers; men's socks, men's and boy's foot covers, shoe liners slippers; men's, women's, boys' and girls' dress, casual and athletic shoes, boots, high and low overshoes, sandals and slippers, shoe inner soles and inserts
Costa Rica	Peds	99,592	2/6/1997	Ladies' and girls' pantyhose, knee-highs and socks; men's and boys' socks
El Salvador	Peds	148 Book 46	1/17/1997	Ladies' and girls' pantyhose, knee-highs and socks; men's and boys' socks
France	Peds	93482156	9/2/1993	Ladies' and girls' pantyhose, knee-highs and socks; men's and boys' socks
Germany	Peds	2 070 069	7/5/1994	Ladies' and girls' pantyhose, knee-highs and socks; men's and boys' socks
Great Britain	Peds	610171	12/28/1946	Boots, Shoes, Slippers and sandals
Honduras	Peds	61.752	5/25/1995	Ladies' and girls' pantyhose, knee-highs and socks; men's and boys' socks
Indonesia	Peds	376371	7/7/1997	Clothing, including boots, shoes and slippers, lady's and girl's pantyhose, knee-highs and socks, men's and boy's socks
Italy	Peds	662068	11/8/1995	Ladies' and girls' pantyhose, knee-highs and socks; men's and boys' socks
Japan	Peds	4,229,639	1/14/1999	Ladies' and girls' pantyhose, knee-highs and socks; men's and boys' socks
South Korea	Peds	382,843	11/19/1997	Slippers, shoe liners
South Korea	Peds	134109	11/27/1986	Sock covers, scarf, outer socks, sweater, tights, mufflers, neckties, gloves, stockings and hosiery

South Korea	Peds	433,435	12/14/1998	Ladies' and girls' pantyhose, tights, knee-highs, socks, foot covers
Mexico	Peds	516452	2/8/1996	Clothes, footwear and hats
Nicaragua	Peds	29155	8/29/1995	Ladies' and girls' pantyhose, knee-highs and socks; men's and boys' socks
Peru	Peds	18115	8/8/1995	Ladies' and girls' pantyhose, knee-highs and socks; men's and boys' socks
Puerto Rico	Peds	51,054	7/31/2000	Ladies' and girls' pantyhose, tights, knee-highs, socks, foot covers, shoe liners and slippers; men's and boys' socks, foot covers, shoe liners slippers; men's, women's, boys' and girls' dress, casual and athletic shoes, boots, high and low overshoes, sandals and slippers, shoe inner soles and inserts
Spain	Peds	1777792	11/16/1994	Ladies' and girls' pantyhose, knee-highs and socks, men's and boys' socks
Venezuela	Peds	P-189841	5/29/1996	Ladies' and girls' pantyhose, knee-highs and socks, men's and boys' socks
Australia	Peds (stylized)	A79,987	4/17/1943	Coverings for the foot made of textile materials having an elastic edge to hold them firmly on the foot and padding at the heel to prevent slippage, worn under stockings for warmth and to protect the foot from the shoe when no stockings are worn

#### D. Foreign Trademark Applications

<u>Country</u>	<u>Mark</u>	<u>Reg. no.</u>	<u>Date Issued</u>	<u>Goods</u>
Argentina	Peds	1,953,717	12/27/1994	Ladies' and girls' pantyhose, knee-highs and socks, men's and boys' socks

Brazil	Peds	822784505	6/5/2000	Ladies' and girls' pantyhose, tights, knee-highs, socks, foot covers, shoe liners and slippers; men's, women's, boys' and girls' dress, casual and athletic shoes, boots, high and low overshoes, sandals and slippers, shoe inner soles and inserts
Columbia	Peds	97,005.199	2/3/1997	Foot coverings
Guatemala	Peds	8710-94		Ladies' and girls' pantyhose, knee-highs and socks, men's and boys socks
Panama	Peds	075,146	4/7/1995	Ladies' and girls' pantyhose, knee-highs and socks, men's and boys socks

E. Therapeds/Medipeds

Marks that include the names "Therapeds" or "Medipeds" and/or any derivations thereof and/or any designs related thereto or associated therewith, and all trademark applications therefor.