RECORDATI	07-14-2004 U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office
40. 0-051-0011 (exp. 4/94) TRAC	
To the Honoraple Commissioner of Patents and Tra	10000006
Name of conveying party(ies): 7.12.04	Name and address of receiving party(ies)
M&L International Group, LLC /	Name: General Electric Capital Corporation, as agent
	Internal Address:
Individual(s) General Partnership Limited Partnership	Street Address: 201 Merritt 7
Corporation-State Other Delaware Limited Liability Company	City: Norwalk State: CT ZIP: 06851
Stitional name(a) of conveying parry(les) snached? (2) Yes (2) No	☐ Individual(s) citizenship
Nature of conveyance:	☐ Association ☐ ☐ General Partnership ☐
,	☐ Umited Pannership
☐ Assignment ☐ Merger ☐ Change of Name	☐ Corporation-State
Other	# sssignee is not corrided in the United States, a gamestic representative designation
ecution Date:June 22, 2004	is attached: (Designations must be a separate document from assignment)
	Additional name(s) & address(es) attached? © Yes 40%
Application number(s) or patent number(s): A. Trademark Application No.(s)	B. Trademark Registration No.(s)
Name and address of party to whom correspondence	e attached? A Yes C No
concerning document should be mailed:	registrations involved:
Name: Laura Konrath	·
Internal Address: Winston & Strawn LLP	7. Total fee (37 CFR 3.41)
33rd Floor	M Enclosed
	Authorized to be charged to deposit account
	2 Annoused to be custified to debose account
Street Address: 35 West Wacker Drive	8. Deposit account number:
(Cha Chi-	N/A
Chy: Chicago State: IIA ZIP: 60601 07/13/2004 LNUELLER 00000156 1060623	(Attach dublicate copy of this page if paying by debosit account)
	USE THIS SPACE
Statement and signature. To the best of my knowledge and belief, the foregoing infine original document.	formation is true and correct and any attached copy is a true copy o
Laura Konrath Name of Person Signing	✓ Signature / Date
Total number of pagés includ	sing cover sneet, stachments, and document:

Mail documents to be recorded with required coversheet information to:

Continuation Item 4

SCHEDULE I To TRADEMARK SECURITY AGREEMENT

TRADEMARK REGISTRATIONS AND APPLICATIONS

MARK	COUNTRY	APP/REG No.	OWNER	STATUS
ANDY JOHNS	USA	1,060,825	M&L Int'l Grp LLC	Registered
ANDY JOHNS	USA	1,562,284	M&L Int'l Grp LLC	Registered
CYBERFLEECE	USA	2,088,371	M&L Int'l Grp LLC	Registered
GOOD FRIENDS	USA	1,294,492	M&L Int'l Grp LLC	Registered
HI DIVES	USA	1,949,265	M&L Int's Grp LLC	Registered
KAOS	USA	1,419,300	M&L Int'l Grp LLC	Registered
WINDY TRAIL	Chile	465321	M&L Int'l Grp LLC	Registered
WINDY TRAIL	USA	1,836,878	M&L Int'l Grp LLC	Registered

 (\neg)

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of June 22, 2004, by M&L INTERNATIONAL GROUP, LLC, a Delaware limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a Delaware corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Amerex Group Inc., as Borrower, Grantor, as a Credit Party, the other Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "<u>Credit Agreement</u>"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Borrower;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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

- 1. <u>DEFINED TERMS</u>. All capitalized terms used but not otherwise defined herein have the meanings given to them in <u>Annex A</u> thereto to the Credit Agreement.
- 2. <u>GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL</u>. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "<u>Trademark Collateral</u>"):
 - (a) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule I hereto;
 - (b) all reissues, continuations or extensions of the foregoing;

NY:868924.2

- (c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and
- (d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.
- 3. <u>SECURITY AGREEMENT</u>. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and 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.

[signature page follows]

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IN WITNESS WHEREOF, Grantor has caused this Trademark Security
Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

M&L INTERNATIONAL GROUP, LLQ

3y:____

Name: Frederick R. Shvetz

Title: Manager

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

Name: Robert Santimays

Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF NEW YORK)

SS.

COUNTY OF NEW YORK)

On this day of June, 2004 before me personally appeared Frederick R. Shvetz, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of M&L International Group, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said company, that the said instrument was signed on behalf of said company as authorized by its Managers and that he acknowledged said instrument to be the free act and deed of said company.

Notary Public

YOOSON S. LEE
Notary Public, State of New York
No. 01LE5046159
Qualified in Queens County
Commission Expires July 3, 2007

SCHEDULE I To TRADEMARK SECURITY AGREEMENT

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WINDY TRAIL	USA	1,836,878	M&L Int'l Grp LLC	Registered



TRADEMARK LICENSES

None.

RECORDED: 07/12/2004