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08-24-2004

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

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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):

DJ Fashions, LLC

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other LLC New York

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: July 30, 2004

2. Name and address of receiving party(ies)

Name: Wachovia Bank, National Association

Internal

Address:

Street Address: 1339 Chestnut Street

City: Philadelphia State: PA Zip: 19107

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

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)

B. Trademark Registration No.(s)

see attached

Additional number(s) attached Yes No

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

Name: Tonya Chapple

Internal Address: CSC

Street Address: 80 State Street, 6th Floor

City: Albany State: NY Zip: 12207

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:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Amy Lee Brady

Name of Person Signing

[Signature]

Signature

08/05/2004

Date

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

13

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

08/23/2004 EC0001R 0000062 1290253 01 FC:8521 02 FC:8522 150.00 00

08-06-2004

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #11

TRADEMARK REEL: 003031 FRAME: 0644

Schedule A

U.S. Trademark Registrations in the name of D.J. Fashions, LLC

Country	Reg. No.	Mark	Reg. Date
U.S.	1,290,252	DAWN JOY (Stylized)	August 14, 1984
U.S.	1,547,486	ROBERT ROBERT	July 11, 1989
U.S.	1,558,125	SHERI MARTIN	September 26, 1989
U.S.	2,360,436	DAWN JOY	June 20, 2000
U.S.	2,446,530	R. J. COLLECTION	April 24, 2001
U.S.	1,543,684	NEVER ENOUGH	June 13, 1989
U.S.	1,549,238	ROBERT TOO! (Stylized)	July 25, 1989

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**

(Trademarks)

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 30th day of July, 2004, by DJ FASHIONS, LLC. (the "Company"), a New York limited liability company, with its chief executive office located at 1301 Virginia Drive, Suite 110, Fort Washington, OA 19034 and delivered to WACHOVIA BANK, NATIONAL ASSOCIATION ("Lender"), having a mailing address of 1339 Chestnut Street, Philadelphia, PA 19107.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Amended and Restated Loan and Security Agreement of even date herewith by and among Company, the other Borrowers and Lender (as may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Credit Agreement"), under which Company is granting Lender, a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under Company's patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Credit Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Credit Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue, following the occurrence of an Event of Default under the Credit Agreement,

for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company represents, warrants and covenants that:

(a) Company has the power and corporate authority to enter into this Agreement and perform its terms;

(b) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement shall have been terminated, Company shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended Schedule A.

3. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Credit Agreement is terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

4. Except during the continuance of an Event of Default under the Credit Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

5. If and while an Event of Default exists under the Credit Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Credit Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During the existence of an Event of Default under the Credit Agreement, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or Lender of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Credit Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

6. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

7. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Credit Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

8. Upon Company's performance of all of the obligations under the Credit Documents and full and unconditional satisfaction of all Obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Credit Agreement.

10. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

11. During the existence of an Event of Default under the Credit Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

12. No course of dealing among Borrowers and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Credit Documents, or by any other future agreements between Borrowers and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

14. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

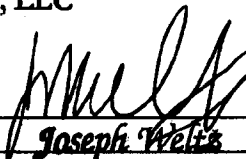
15. THIS AGREEMENT AND ALL RELATED AGREEMENTS AND DOCUMENTS AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HEREUNDER AND THEREUNDER SHALL BE GOVERNED BY AND CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF PENNSYLVANIA .

16. Company and Lender hereby waive any and all rights each may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Credit Documents.

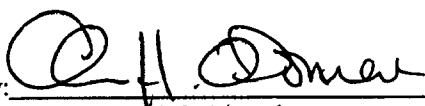
SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

DJ FASHIONS, LLC

By: 
Name: Joseph Wells
Title: V.P. - Finance

Approved and Accepted:
WACHOVIA BANK, NATIONAL ASSOCIATION

By: 
Name: CHARLES H. O'DONNELL
Title: VIC PRESIDENT

Schedule A

U.S. Trademark Registrations in the name of D.J. Fashions, LLC

Country	Reg. No.	Mark	Reg. Date
U.S.	1,290,252	DAWN JOY (Stylized)	August 14, 1984
U.S.	1,547,486	ROBERT ROBERT	July 11, 1989
U.S.	1,558,125	SHERI MARTIN	September 26, 1989
U.S.	2,360,436	DAWN JOY	June 20, 2000
U.S.	2,446,530	R. J. COLLECTION	April 24, 2001
U.S.	1,543,684	NEVER ENOUGH	June 13, 1989
U.S.	1,549,238	ROBERT TOO! (Stylized)	July 25, 1989

Foreign Trademark Registrations in the name of Dawn Joy Fashions, Inc.

Country	Reg. No.	Mark	Reg. Date
Canada	TMA0501604	DAWN JOY	September 30, 1998
U.K.	UK002137716	DAWN JOY	July 2, 1997

EXHIBIT 1

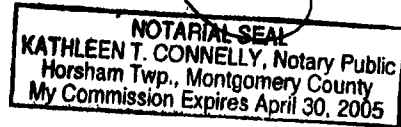
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA : HORSHAM TOWNSHIP
STATE OF PENNSYLVANIA : S.S.
COUNTY OF MONTGOMERY :

On this 29th day of JULY 2004, before me, a Notary Public for the said County and State, personally appeared JOSEPH WELTZ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of D.J. FASHIONS LLC, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public Kathleen Connelly



My Commission Expires: 4-30-05

Sworn to and subscribed before me
this 29th day of JULY 2004.

EXHIBIT 1

PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT
(Trademarks)

WHEREAS, DJ Fashions, LLC , a New York limited liability company ("Grantor"), is the registered owner of the United States trademarks, service marks, trade names, service mark applications and trademark applications listed on **Schedule A** attached hereto and made a part hereof ("Assets"), which are registered in the United States Patent and Trademark Office; and

WHEREAS, _____ ("Grantee"), having a place of business at _____, is desirous of acquiring said Assets;

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound hereby, Grantor, its successors and assigns, does hereby transfer, assign and set over unto Grantee, its successors, transferees and assigns, subject to the terms of the Patents, Trademarks, Licenses and Copyrights Security Agreement, of even date herewith, between Grantor and Grantee, all of its present and future right, title and interest in and to the Assets and all proceeds thereof and all goodwill associated therewith.

IN WITNESS WHEREOF, the undersigned has caused this Patents, Trademarks, Licenses and Copyrights Assignment to be executed as of the ___ day of _____.

DJ FASHIONS, LLC

By: _____
Attorney-in-fact

Witness:

EXHIBIT 1

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
STATE OF : S.S.
COUNTY OF :

On this ___ day of _____ 200__, before me, a Notary Public for the said County and State, personally appeared _____ known to me or satisfactorily proven to me to be attorney-in-fact on behalf of _____, and s/he acknowledged to me that s/he executed the foregoing Patents, Trademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the act and deed of Grantor for the purposes therein contained.

IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

My Commission Expires:

POWER OF ATTORNEY

DJ Fashions, LLC, a New York limited liability company ("Grantor"), hereby authorizes WACHOVIA BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or Lender thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Amended and Restated Loan and Security Agreement bearing even date herewith among Grantor and certain other parties as Companies and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 30th day of July, 2004.

DJ FASHIONS, LLC

By: 

Name: _____

Title: _____

Joseph Wetz

V.P. - Finance

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA : *HORSHAM TOWNSHIP*
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA : *MONTGOMERY*
 : *COUNTY*

On this *29th* of July, 2004, before me personally appeared *JOSEPH WILTZ*, to me known and being duly sworn, deposes and says that s/he is *Vice Pres - Finance* of DJ Fashions, LLC, the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Kathleen Connelly
Notary Public

My Commission Expires: *4/30/05*

NOTARIAL SEAL
KATHLEEN T. CONNELLY, Notary Public
Horsham Twp., Montgomery County
My Commission Expires April 30, 2005

Sworn to and subscribed before me
this *29* day of *JULY* 20*04*.