

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Short Form of Trademark Security Agreement

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
SEVEN FOR ALL MANKIND, LLC		03/04/2005	Limited Liability Company: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	CONGRESS FINANCIAL COPORATION (WESTERN)
<b>Street Address:</b>	251 South Lake Avenue
<b>Internal Address:</b>	Suite 900
<b>City:</b>	Pasadena
<b>State/Country:</b>	CALIFORNIA
<b>Postal Code:</b>	91101
<b>Entity Type:</b>	CORPORATION: CALIFORNIA

**PROPERTY NUMBERS Total: 22**

Property Type	Number	Word Mark
Serial Number:	76330171	7 FOR ALL MANKIND
Serial Number:	75983008	7 FOR ALL MANKIND
Serial Number:	78428268	7 FOR ALL MANKIND
Serial Number:	78555508	7 FOR ALL MANKIND
Serial Number:	78562271	7 FOR ALL MANKIND
Serial Number:	76333111	7 FOR ALL MANKIND
Serial Number:	75983009	7 FOR ALL MANKIND
Serial Number:	76332328	FOR ALL MANKIND
Serial Number:	75982990	FOR ALL MANKIND
Serial Number:	78272388	FOR ALL MANKIND
Serial Number:	78428263	FOR ALL MANKIND
Serial Number:	74462357	MANKIND
Serial Number:	76320287	SEVEN FOR ALL MANKIND

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Serial Number:	75983026	SEVEN FOR ALL MANKIND
Serial Number:	78557373	SEVEN FOR ALL MANKIND
Serial Number:	78562258	SEVEN FOR ALL MANKIND
Serial Number:	76333011	
Serial Number:	75982867	
Serial Number:	78238552	
Serial Number:	78238548	
Serial Number:	78521445	
Serial Number:	78562283	

**CORRESPONDENCE DATA**

Fax Number: (202)728-0744

*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*

Phone: 2027216405

Email: christine.wilson@t-t.com

Correspondent Name: Christine Wilson

Address Line 1: 1750 K Street, NW

Address Line 2: Suite 200

Address Line 4: Washington, DISTRICT OF COLUMBIA 20006

NAME OF SUBMITTER:	CHRISTINE WILSON
Signature:	/CHRISTINE WILSON/
Date:	03/14/2005

**Total Attachments: 4**

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SHORT FORM OF TRADEMARK  
SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated March 4, 2005 between SEVEN FOR ALL MANKIND, LLC, a Delaware limited liability company, with offices at 2650 Fruitland Avenue, Vernon, California 90058 ("Pledgor"), and CONGRESS FINANCIAL CORPORATION (WESTERN), a California corporation, with an office at 251 South Lake Avenue, Suite 900, Pasadena, California 91101, in its capacity as administrative and collateral agent for the Lenders and the Bank Product Providers under the Financing Agreements (as defined below) ("Pledgee"). Capitalized terms not defined in this Agreement shall have the meanings ascribed to such terms in the Financing Agreements (as defined below).

W I T N E S S E T H:

WHEREAS, Pledgee and Pledgor have entered into that certain Loan and Security Agreement dated the date hereof (together with all agreements entered into with Pledgee in connection therewith, the "Financing Agreements"), pursuant to which Pledgee has made and may in the future make certain loans and advances and extend credit to Pledgor, subject to the terms and provisions of the Financing Agreements; and

WHEREAS, in order to secure Pledgor's Obligations (as defined in the Financing Agreements) to Pledgee, Pledgor has agreed to grant Pledgee a security interest in the Trademark Collateral, as further set forth herein, and Pledgee has requested Pledgor to enter into this Agreement to evidence such security interest.

NOW THEREFORE, for valuable consideration received and to be received, Pledgor and Pledgee hereby agree as follows:

As security for the full payment and performance of Pledgor's Obligations, and to induce Pledgee to make loans and advances to Pledgor, Pledgor hereby grants to Pledgee a security interest in, the following, whether now owned or hereafter acquired (collectively, the "Trademark Collateral"):

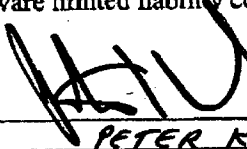
- (a) the trademark registrations and trademark applications set forth on Schedule 1;
- (b) all renewals of the foregoing;
- (c) all rights to sue for past, present, and future infringements of the foregoing; and
- (d) all goodwill of Pledgor's business connected with, symbolized by or in any way related to the foregoing.

Notwithstanding the foregoing, the Trademark Collateral shall not include any rights or other interests of Pledgor that would be rendered invalid or unenforceable under applicable law

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the date first above written.

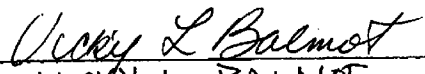
PLEDGOR

SEVEN FOR ALL MANKIND, LLC,  
a Delaware limited liability company

By:   
Name: PETER KORAL  
Title: PRESIDENT

PLEDGEE

CONGRESS FINANCIAL CORPORATION  
(WESTERN), a California corporation, in its  
capacity as administrative and collateral agent for  
the Lenders and the Bank Product Providers

By:   
Name: VICKY L. BALMOT  
Title: EXECUTIVE VICE PRESIDENT

**SCHEDULE I**  
to  
**TRADEMARK SECURITY AGREEMENT**

**U.S. Trademark Registrations and Pending Applications**

<b>Trademark</b>	<b>Filed</b>	<b>Application Serial No.</b>	<b>Registration No./Issue Date (if applicable)</b>
7 FOR ALL MANKIND	10/26/01	76/330,171	
7 FOR ALL MANKIND	10/26/01	75/983,008	Registered 10/5/04 2,890,644
7 FOR ALL MANKIND	6/1/04	78/428,268	
7 FOR ALL MANKIND	1/27/05	78/555,508	
7 FOR ALL MANKIND	2/7/05	78/562,271	
7 FOR ALL MANKIND (Stylized)	11/1/01	76/333,111	
7 FOR ALL MANKIND (Stylized)	11/1/01	75/983,009	Registered 10/5/04 2,890,645
FOR ALL MANKIND	10/30/01	76/332,328	
FOR ALL MANKIND	10/30/01	75/982,990	Registered 6/17/03 2,726,272
FOR ALL MANKIND	7/9/03	78/272,388	
FOR ALL MANKIND	6/1/04	78/428,263	
MANKIND	11/23/93	74/462,357	Registered 7/11/95 1,905,065
SEVEN FOR ALL MANKIND	10/2/01	76/320,287	
SEVEN FOR ALL MANKIND	10/2/01	75/983,026	Registered 5/18/04 2,842,072
SEVEN FOR ALL MANKIND	1/31/05	78/557,373	

Trademark	Filed	Application Serial No.	Registration No./Issue Date (if applicable)
SEVEN FOR ALL MANKIND	2/7/05	78/562,258	
Design Only	11/1/01	76/333,011	
Design Only	11/1/01	75/982,867	Registered 12/2/03 2,787,838
Design Only	4/16/03	78/238,552	Registered 2/22/05 2,927,764
Design Only	4/16/03	78/238,548	
Design Only	11/22/04	78/521,445	
Design Only	2/7/05	78/562,283	