

TRADEMARK ASSIGNMENT

Electronic Version v1.1

Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Security Interest of Reel 003039 Frame 0831		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Seven For All Mankind, LLC		03/04/2005	Limited Liability Company: DELAWARE
RECEIVING PARTY DATA			
Name:	Ableco Finance LLC		
Street Address:	299 Park Avenue, 23rd Floor		
City:	New York		
State/Country:	NEW YORK		
Postal Code:	10171		
Entity Type:	Limited Liability Company: DELAWARE		
PROPERTY NUMBERS Total: 22			
Property Type	Number	Word Mark	
Serial Number:	76330171	7 FOR ALL MANKIND	
Registration Number:	2890644	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	
Registration Number:	2890645	7 FOR ALL MANKIND	
Serial Number:	76332328	FOR ALL MANKIND	
Registration Number:	2726272	FOR ALL MANKIND	
Serial Number:	78272388	FOR ALL MANKIND	
Serial Number:	78428263	FOR ALL MANKIND	
Registration Number:	1905065	MANKIND	
Serial Number:	76320287	SEVEN FOR ALL MANKIND	
Registration Number:	2842072	SEVEN FOR ALL MANKIND	

Serial Number:	78557373	SEVEN FOR ALL MANKIND
Serial Number:	78562258	SEVEN FOR ALL MANKIND
Serial Number:	76333011	
Registration Number:	2787838	
Registration Number:	2927764	
Serial Number:	78238548	
Serial Number:	78521445	
Serial Number:	78562283	

CORRESPONDENCE DATA

Fax Number: (213)996-3339

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

Phone: 2136836339

Email: claudiaimmerzeel@paulhastings.com

Correspondent Name: Paul Hastings Janofsky & Walker LLP

Address Line 1: 515 South Flower Street, 25th Floor

Address Line 4: Los Angeles, CALIFORNIA 90071

NAME OF SUBMITTER:	Claudia Immerzeel
Signature:	/Claudia Immerzeel/
Date:	03/16/2005

Total Attachments: 6

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT (this "Trademark Security Agreement") is made this 4th day of March, 2005, among the Grantors listed on the signature pages hereof (collectively, jointly and severally, "Grantors" and each individually "Grantor"), and ABLECO FINANCE LLC ("Ableco") in its capacity as Collateral Agent for the Lender Group (together with its successors, "Collateral Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Financing Agreement of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, including all schedules thereto, the "Financing Agreement") by and among Seven For All Mankind, LLC, a Delaware limited liability company ("Borrower"), the lenders party thereto ("Lenders"), and Ableco, as administrative agent for the Lender Group (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent"; and together with Collateral Agent, each an "Agent" and collectively, "Agents"), the Lender Group is willing to make certain financial accommodations available to Borrower pursuant to the terms and conditions thereof;

WHEREAS, the members of the Lender Group are willing to make the financial accommodations to Borrower as provided for in the Financing Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Collateral Agent, for the benefit of the Lender Group, that certain Security Agreement of even date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement"); and

WHEREAS, pursuant to the Security Agreement, Grantors are required to execute and deliver to Agent, for the benefit of Lender Group, 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, each Grantor hereby agrees as follows:

1. **DEFINED TERMS.** All capitalized terms used but not otherwise defined herein have the meanings given to them in the Security Agreement and/or the Financing Agreement.

2. **GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL.** Each Grantor hereby grants to Collateral Agent, for the benefit of the Lender Group, a continuing security interest in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) all of its Trademarks and Trademark Intellectual Property Licenses to which it is a party including those referred to on Schedule I;

(b) all goodwill of the business connected with the use of, and symbolized by, each Trademark, including, without limitation, each Trademark owned by the Grantor and licensed by the Grantor to one or more third parties; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or any Trademark licensed under any Intellectual Property License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Intellectual Property License.

Notwithstanding the foregoing, the Trademark Collateral shall exclude any rights to any Trademark if the grant of a security interest therein (x) would render such Trademark invalid or unenforceable or (y) is prohibited by applicable law.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Collateral Agent, for the benefit of the Lender Group, pursuant to the Security Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Collateral 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.

4. AUTHORIZATION TO SUPPLEMENT. If any Grantor shall obtain rights to any additional trademarks, the provisions of this Trademark Security Agreement shall automatically apply thereto. Each Grantor shall give prompt notice in writing to Collateral Agent with respect to any such additional registered trademarks or applications for trademark registrations acquired by such Grantor after the date hereof on a quarterly basis. Without limiting Grantors' obligations under this Section 4, Grantors hereby authorize Collateral Agent unilaterally to modify this Agreement by amending Schedule I to include any such new trademark rights of Grantors. Notwithstanding the foregoing, no failure to so modify this Trademark Security Agreement or amend Schedule I shall in any way affect, invalidate or detract from Collateral Agent's continuing security interest in all Collateral, whether or not listed on Schedule I.

5. COUNTERPARTS. This Trademark Security Agreement may be executed in any number of counterparts, each of which shall be deemed to be an original, but all such separate counterparts shall together constitute but one and the same instrument. In proving this Trademark Security Agreement or any other Loan Document in any judicial proceedings, it shall not be necessary to produce or account for more than one such counterpart signed by the party against whom such enforcement is sought. Any signatures delivered by a party by facsimile transmission or by e-mail transmission shall be deemed an original signature hereto.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, each 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.

SEVEN FOR ALL MANKIND, LLC

By: 

Name: Peter Koral

Title: President

ACCEPTED AND ACKNOWLEDGED BY:

ABLECO FINANCE LLC., as Collateral Agent

By: _____

Name:

Title:

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003047 FRAME: 0469

IN WITNESS WHEREOF, each 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.

SEVEN FOR ALL MANKIND, LLC

By: _____

Name:

Title:

ACCEPTED AND ACKNOWLEDGED BY:

ABLECO FINANCE LLC., as Collateral Agent

By:  _____

Name: Kevin Genda

Title: Senior Vice President

TRADEMARK SECURITY AGREEMENT

TRADEMARK
REEL: 003047 FRAME: 0470

SCHEDULE I
to
TRADEMARK SECURITY AGREEMENT

U.S. Trademark Registrations and Pending Applications

Trademark	Filed	Application Serial No.	Registration No./Issue Date (if applicable)
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	