

Form PTO-1594 (Rev. 06/04)
OMB Collection 0651-0027 (exp. 6/30/2005)

U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):
Urban Brands, Inc.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other: _____

Citizenship: DE

Execution Date(s): 12/9/04

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies): Yes
Additional names, addresses, or citizenship attached? No

LaSalle Retail Finance, A Division
Name of LaSalle Business Credit, LLC,
as Agent for Standard Federal
Bank National Association

Street Address: 45 Braintree Hill Office Park, Suite 303
City: Braintree
State: MA
Country: US Zip: 02184

Association Citizenship: _____
 General Partnership Citizenship: _____
 Limited Partnership Citizenship: _____
 Corporation Citizenship: _____
 Other: _____ Citizenship: _____

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)

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other: _____

4. Application number(s) or registration number(s) and identification or description of the Trademark(s):

A. Trademark Application No.(s):
75/982,187 76/330,074

B. Trademark Registration No.(s):

2,298,918; 2,165,349; 2,184,264; 2,438,806;
2,046,868; 2,266,303; 2,548,888; 2,615,171;
2,747,468

Additional sheet(s) attached? Yes No

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

Name: Christopher E. Kondracki
Address: 2001 Jefferson Davis Highway
Suite 1007
Arlington, Virginia 22202


Phone Number: (703) 415-1555
Fax Number: (703) 415-1557
Email Address: _____

6. Total number of applications and registrations involved: 11

7. Total Fee (37 CFR 2.6(b)(6) & 3.41): \$ 290.00

Authorized to be charged by credit card
 Authorized to be charged by Deposit Account
 Fees Enclosed

8. Payment Information:
Deposit Account Number: 19-3545
Authorized User Name: Christopher E. Kondracki

9. Signature:  Signature
Christopher E. Kondracki Name of Person Signing

2/28/05 Date
Total number of pages including cover sheet, attachments, and documents: 10

CIH \$290.00 193546 76982187

**TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT****LaSalle Retail Finance**

December 9, 2004

THIS AGREEMENT is made between

LaSalle Retail Finance, a division of LaSalle Business Credit, LLC, as agent for Standard Federal Bank National Association (the "**Lender**") with offices at 45 Braintree Hill Office Park - Suite 303 Braintree, Massachusetts 02184

and

Urban Brands, Inc., a Delaware corporation (hereinafter, the "**Lead Borrower**") with its principal executive office at 100 Metro Way, Secaucus, New Jersey, and certain of its direct and indirect subsidiaries (the **Lead Borrower** and each such Person, individually, a "**Borrower**" and, collectively, the "**Borrowers**"),

in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

1. **BACKGROUND:** The Borrowers have entered into a certain Loan and Security Agreement dated as of September 3, 2004 (as such agreement may be modified, supplemented, amended or restated from time to time, hereinafter, the "**Loan Agreement**") with the Lender, pursuant to which a credit facility has been established in favor of the Borrowers and under which the Borrowers' Liabilities are to be secured by certain of the Borrowers' assets, including all Marks (as defined below). Terms used herein which are defined in the Loan Agreement are used as so defined.

2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Borrowers hereby grant a security interest in favor of the Lender, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default) in and to the following and all proceeds thereof (collectively, the "**TM Collateral**"):

A. All of the Borrowers' now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, and service mark applications.

B. All renewals of any of the foregoing.

C. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.

D. The right to sue for past, present and future infringements and dilutions of any of the foregoing.

E. All of Borrowers' rights corresponding to any of the foregoing throughout the world.

3. **PROTECTION OF MARKS BY BORROWERS:** The Borrowers shall undertake the following with respect to each of the items respectively described on **EXHIBIT B** unless the Borrower notifies Lender of any contrary intention and requests Lender's consent to any other action, which consent shall not be unreasonably withheld by Lender (collectively, the "Marks"):

A. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.

B. At the Borrowers' sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts.

C. At the Borrowers' sole cost, expense, and risk, take any and all action which Borrowers deem desirable to protect the Marks, including, without limitation, but subject to Borrowers' discretion, the prosecution and defense of infringement actions.

4. **BORROWERS' REPRESENTATIONS AND WARRANTIES:** The Borrowers represent and warrant that:

A. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrowers and registered or pending in the United States Patent and Trademark Office.

B. All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or security interests to any Person except for Permitted Encumbrances.

C. The Lead Borrower shall give the Lender written notice (with reasonable detail) within Thirty (30) days following the occurrence of any of the following:

(a) a Borrower's filing applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than any Borrower's right to sell products containing the trademarks of others in the ordinary course of such Borrower's business).

(b) a Borrower's entering into any new trademark license agreement or service mark license agreement to which such Borrower is an exclusive licensee and

has recorded its license with the United States Patent and Trademark Office.

5. AGREEMENT APPLIES TO FUTURE MARKS:

A. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 3, above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

B. The Borrowers hereby authorize the Lender to take all such reasonable action to protect the Lender's interest in and concerning any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the Lender's taking of such action shall not be a condition to the creation or perfection of the security interest created hereby.

6. BORROWER'S RIGHTS TO ENFORCE MARKS: Until the Lender gives notice to the Lead Borrower following the occurrence and during the continuance of an Event of Default, the Borrowers shall have the exclusive right to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Borrowers to protect the Marks against encroachment by third parties, *provided, however*:

A. the Borrower first provides the Lender with written notice of such Borrower's intention to so sue for enforcement of any Mark.

B. Any money damages awarded or received by the Borrowers on account of such suit (or the threat of such suit) shall constitute TM Collateral.

C. Following the occurrence and during the continuance of any Event of Default, the Lender, by notice to the Lead Borrower may terminate or limit the Borrowers' rights under this Section 6.

7. LENDER'S ACTIONS TO PROTECT MARKS: In the event of the Borrower's failure, within five (5) days of written notice from the Lender to the Lead Borrower, to cure any failure by the Borrowers to perform any of the Borrowers' obligations set forth in Section 3, the Lender, acting in its own name or in that of any Borrower, may (but shall not be required to) act in the Borrowers' place and stead and/or in the Lender's own right in connection therewith.

8. RIGHTS UPON DEFAULT: Upon the occurrence and during the continuance of any Event of Default, the Lender may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in The Commonwealth of Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in addition to which the Lender may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Lender that an Event of Default has occurred and is continuing and that the Lender is authorized to exercise such rights and remedies.

9. LENDER AS ATTORNEY IN FACT:

A. The Borrowers hereby irrevocably constitute and designate the Lender as and for the Borrowers' attorney in fact, effective following the occurrence and during the

continuance of any Event of Default:

(a) To exercise any of the rights and powers referenced in Section 6.

(b) To execute all such instruments, documents, and papers as the Lender determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

B. The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this Agreement is terminated by a duly authorized officer of the Lender.

C. The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 9(A) herein, but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to the Borrowers for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent in actual bad faith or as a result of willful misconduct.

10. LENDER'S RIGHTS:

A. Any use by the Lender of the Marks, as authorized hereunder in connection with the exercise of the Lender's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Borrowers' rights thereunder and with respect thereto and without any liability for royalties or other related charges.

B. None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Lender any rights in and to the Marks, except following the occurrence and during the continuance of any Event of Default.

11. **INTENT:** It is intended that this Agreement supplement the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks. The Lender shall have the same rights, remedies, powers, privileges and discretions, with respect to the security interests created in the TM Collateral as in all other Collateral. In the event of a conflict between this Agreement and the Loan Agreement, the terms of this Agreement shall control with respect to the TM Collateral and the Loan Agreement with respect to all other Collateral.

12. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

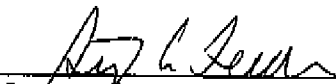
IN WITNESS WHEREOF, the Borrowers and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BORROWERS:

URBAN BRANDS, INC., in its name and on its own behalf as "Lead Borrower" and a "Borrower"

and

As Agent in the name of and on behalf of each other "Borrower"

By: 
Print Name: Stephen Feldman
Title: CFO

LENDER:

LASALLE RETAIL FINANCE, A DIVISION OF LASALLE BUSINESS CREDIT, LLC, AS AGENT FOR STANDARD FEDERAL BANK NATIONAL ASSOCIATION

By: _____
Name: Barbara Anderson
Title: SVP

IN WITNESS WHEREOF, the Borrowers and the Lender respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

BORROWERS:

URBAN BRANDS, INC., in its name and on its own behalf as "Lead Borrower" and a "Borrower"

and

As Agent in the name of and on behalf of each other "Borrower"

By: _____
Print Name: Stephen Feldman
Title: CFO

LENDER:

LASALLE RETAIL FINANCE, A DIVISION OF
LASALLE BUSINESS CREDIT, LLC, AS
AGENT FOR STANDARD FEDERAL BANK
NATIONAL ASSOCIATION

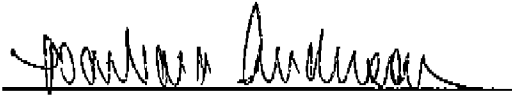
By: 
Name: Barbara Anderson
Title: SVP

EXHIBIT A**Trademark/Service Mark Registrations**

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Urban Brands, Inc.	100% GIRLS	2,298,918	12/17/99
Urban Brands, Inc.	100% KIDS	2,165,349	6/16/98
Urban Brands, Inc.	100% KIDS	2,184,264	8/25/98
Urban Brands, Inc.	ASHLEY STEWART	2,438,806	3/27/01
Urban Brands, Inc.	ASHLEY STEWART	2,046,868	3/25/97
Urban Brands, Inc.	GREAT WOMEN OF STYLE	2,266,303	8/3/99
Urban Brands, Inc.	MARIANNE	2,548,888	3/19/02
Urban Brands, Inc.	THE M LOOK AND DESIGN	2,615,171	9/3/02
Urban Brands, Inc.	URBAN BRANDS, INC.	2,747,468	8/5/03

Trademark Applications

<u>OWNER</u>	<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
Urban Brands, Inc.	ASHLEY STEWART	75/982,187	5/15/01
Urban Brands, Inc.	ASHLEY STEWART	76/330,074	10/25/01

EXHIBIT B

Trademark/Service Mark Registrations

<u>OWNER</u>	<u>TRADEMARK</u>	<u>REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
Urban Brands, Inc.	ASHLEY STEWART	2,438,806	3/27/01
Urban Brands, Inc.	ASHLEY STEWART	2,046,868	3/25/97
Urban Brands, Inc.	MARIANNE	2,548,888	3/19/02
Urban Brands, Inc.	URBAN BRANDS, INC.	2,747,468	8/5/03

Trademark Applications

<u>OWNER</u>	<u>MARK</u>	<u>SERIAL NUMBER</u>	<u>FILING DATE</u>
Urban Brands, Inc.	ASHLEY STEWART	75/982,187	5/15/01
Urban Brands, Inc.	ASHLEY STEWART	76/330,074	10/25/01

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