

**RECORDATION  
TRAD**



102849412

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

10-1-01

**1. Name of conveying party(ies)/Execution Date(s):**

Rocawear Licensing LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company -  
Citizenship (see guidelines) New Jersey

Execution Date(s) September 29, 2004

Additional names of conveying parties attached?  Yes  No

**3. Nature of conveyance:**

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

**2. Name and address of receiving party(ies)**

Additional names, addresses, or citizenship attached?  Yes  No

Name: Wells Fargo Century, Inc.

Internal Address: Attn: Mr. Christopher Goll

Street Address: 119 West 40th Street

City: New York

State: New York

Country: U.S.A. Zip: 10018

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other \_\_\_\_\_

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)

9-31-04

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

A. Trademark Application No.(s)

ATTACHED SCHEDULE A

B. Trademark Registration No.(s)

ATTACHED SCHEDULE B

Additional sheet(s) attached?  Yes  No

**C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):**

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

Name: Silverberg Stonehill & Goldsmith PC

Internal Address: Attn: Harvey T. Haber, Esq.

Street Address: 111 West 40th, 33rd Floor

City: New York

State: New York Zip: 10018

Phone Number: (212) 730-1900

Fax Number: (212) 391-4556

Email Address: hthaber@ssgpc.com

**6. Total number of applications and registrations involved:**

26

**7. Total fee (37 CFR 2.6(b)(6) & 3.41)**

\$665.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card Last 4 Numbers \_\_\_\_\_  
Expiration Date \_\_\_\_\_

b. Deposit Account Number \_\_\_\_\_

Authorized User Name \_\_\_\_\_

**9. Signature:**

Signature

September 29, 2004

Date

Christopher Goll

Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 7

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK  
REEL: 003054 FRAME: 0221

RECEIVED  
SEP 31 2004  
ASSIGNMENTS DIV  
40.00 OP  
665.00 OP  
0000002 7589677  
10/04/2004 570M11

01 FC: 8321  
02 FC: 8522

**SCHEDULE A  
TO A  
TRADEMARK ASSIGNMENT OF SECURITY  
DATED SEPTEMBER 29 2004  
BETWEEN  
ROCAWEAR LICENSING LLC  
AND  
WELLS FARGO CENTURY, INC.**

**APPLICATIONS**

<b>Mark</b>	<b>Application Number</b>	<b>Filing Date</b>
ROCA	75/889677	1/6/2000
MUSE (Stylized)	76/599830	6/28/2004
MASCOTTE BY KANYE WEST	76/595521	6/3/2004
Washhouse (Stylized)	76/592722	5/17/2004
Washhouse Project by Rocawear (Stylized)	76/592721	5/17/2004
Rocawear Muse	76/592517	5/17/2004
Neck Label Placement	76/584189	3/31/2004
WASHHOUSE plus WH Design	76/566048	12/5/2003
Team Roc plus Design	76/566008	12/9/2003
Rocawear plus RW Design	76/552369	9/26/2003
R Stitch Design	76/546855	9/11/2003
RW Flame Design	76/527454	7/3/2003
Rocawear plus Design	76/514875	4/24/2003
Roca Sport	76/476040	12/13/2002
ROCAWEAR plus Design	76/301745	8/21/2001
ROCAWEAR plus Design	76/301744	8/21/2001
ROCAWEAR plus Design	76/301740	8/21/2001

**SCHEDULE B  
TO A  
TRADEMARK ASSIGNMENT OF SECURITY  
DATED SEPTEMBER 29 2004  
BETWEEN  
ROCAWEAR LICENSING LLC  
AND  
WELLS FARGO CENTURY, INC.**

**REGISTRATIONS**

<b>Mark</b>	<b>Registration Number</b>	<b>Filing Date</b>	<b>Issue Date</b>
ROCAWEAR	2434124	4/6/1999	3/6/2001
ROCA	2579733	3/13/2000	6/11/2002
ROCA	2607,833	5/10/1999	8/13/2002
Rocawear plus Design	2633943	1/27/2000	10/15/2002
ROC plus Design	2640040	3/11/1999	10/22/2002
ROCAWEAR	2681721	1/23/2001	1/28/2003
Oh Boy	2721780	1/12/2000	6/3/2003
ROCAWEAR plus Design	2780202	8/21/2001	11/4/2003
RW Flame Design	2781618	11/8/2002	11/11/2003

## TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Rocawear Licensing LLC, a limited liability company formed under the laws of the State of New Jersey, with offices at 463 Seventh Avenue, New York, New York 10018 ("Obligor"), has adopted, used and is using the marks shown on the attached Schedule A for which there are applications in the United States Patent and Trademark Office under the numbers shown thereon, and the marks shown on the attached Schedule B for which there are registrations in the United States Patent and Trademark Office under the numbers shown thereon (collectively, the "Marks"); and

WHEREAS, Borrower is obligated to **WELLS FARGO CENTURY, INC.** (f/k/a Century Business Credit Corporation)("Lender") pursuant to, among other documents, (a) a certain Factoring Agreement dated July 26, 2002, and all related documents and agreements (collectively, the "Factoring Agreement") by and between Roc Apparel Group, LLC (f/k/a Urban Menswear LLC)(the "Borrower"), a New York limited liability company and an affiliate of Obligor, and Lender, (b) a certain Guaranty Unlimited dated July 1, 2002 made by Obligor in favor of the Factor guarantying the obligations of Borrower, (c) a certain Trademark Collateral Security Agreement dated July 1, 2002 (the "Trademark Security Agreement") by and between Obligor and Lender; and (d) a certain letter agreement, dated September 15, 2004, by and between Borrower, Obligor and Lender, (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to Trademark Security Agreement and the Agreements, Obligor has granted to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor; and

WHEREAS, pursuant to the Trademark Security Agreement and the Agreements, Obligor has executed and delivered to Lender that certain Special Power of Attorney dated July 1, 2002 (the "Power of Attorney"), pursuant to which Obligor appoints and constitutes Lender Obligor's true and lawful attorney with full power of substitution and with full power and authority, *inter alia*, to assign all right, title and interest of Obligor in and to the Marks, and to record register, file, and accomplish any other formality with respect to same, and to execute and deliver any and all instruments of assignment or other papers necessary or advisable to effect such purpose; and

WHEREAS, the Power of Attorney is in full force and effect.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Obligor does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Obligor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Trademark Security Agreement and the Agreements.

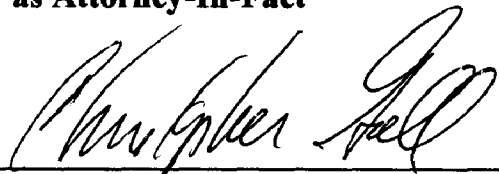
Dated: New York, New York  
September 29, 2004

**ROCAWEAR LICENSING LLC**

Witness:

By: **WELLS FARGO CENTURY, INC.,  
as Attorney-In-Fact**

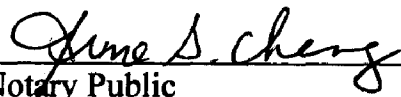
  
\_\_\_\_\_

By:   
\_\_\_\_\_ Christopher Goll, First Senior Vice President

STATE OF NEW YORK    )  
                                  )ss:  
COUNTY OF NEW YORK )

On the 29<sup>th</sup> day of September, 2004, before me, the undersigned, a notary public in and for said state, personally appeared Christopher Goll, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument, and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual, or the person upon behalf of which the individual acted, executed the instrument.

JUNE S. CHENG  
Notary Public, State of New York  
No. 24-4946743  
Qualified in Kings County  
Commission Expires March 15, 2007

  
\_\_\_\_\_ Notary Public

**SCHEDULE A  
TO  
RECORDATION FORM COVER SHEET FORM PTO 1594**

**TRADEMARK ASSIGNMENT OF SECURITY  
DATED SEPTEMBER 29, 2004  
BETWEEN  
ROCAWEAR LICENSING LLC  
AND  
WELLS FARGO CENTURY, INC.**

**APPLICATIONS**

<b><u>Mark</u></b>	<b><u>Application Number</u></b>	<b><u>Filing Date</u></b>
ROCA	75/889677	1/6/2000
MUSE (Stylized)	76/599830	6/28/2004
MASCOTTE BY KANYE WEST	76/595521	6/3/2004
Washhouse (Stylized)	76/592722	5/17/2004
Washhouse Project by Rocawear (Stylized)	76/592721	5/17/2004
Rocawear Muse	76/592517	5/17/2004
Neck Label Placement	76/584189	3/31/2004
WASHHOUSE plus WH Design	76/566048	12/5/2003
Team Roc plus Design	76/566008	12/9/2003
Rocawear plus RW Design	76/552369	9/26/2003
R Stitch Design	76/546855	9/11/2003
RW Flame Design	76/527454	7/3/2003
Rocawear plus Design	76/514875	4/24/2003
Roca Sport	76/476040	12/13/2002
ROCAWEAR plus Design	76/301745	8/21/2001
ROCAWEAR plus Design	76/301744	8/21/2001
ROCAWEAR plus Design	76/301740	8/21/2001

**SCHEDULE B  
TO  
RECORDATION FORM COVER SHEET FORM PTO 1594**

**TRADEMARK ASSIGNMENT OF SECURITY  
DATED SEPTEMBER 29, 2004  
BETWEEN  
ROCAWEAR LICENSING LLC  
AND  
WELLS FARGO CENTURY, INC.**

**REGISTRATIONS**

<b><u>Mark</u></b>	<b><u>Registration Number</u></b>	<b><u>Filing Date</u></b>	<b><u>Issue Date</u></b>
ROCAWEAR	2434124	4/6/1999	3/6/2001
ROCA	2579733	3/13/2000	6/11/2002
ROCA	2607,833	5/10/1999	8/13/2002
Rocawear plus Design	2633943	1/27/2000	10/15/2002
ROC plus Design	2640040	3/11/1999	10/22/2002
ROCAWEAR	2681721	1/23/2001	1/28/2003
Oh Boy	2721780	1/12/2000	6/3/2003
ROCAWEAR plus Design	2780202	8/21/2001	11/4/2003
RW Flame Design	2781618	11/8/2002	11/11/2003