

12.7.04

12-17-2004

FORM PTO-1594

(Rev. 6-93)

RE



U.S. DEPARTMENT OF COMMERCE SHEET Patent and Trademark

Office OMB No. 0651-0011 (exp. 4/94)

Tab settings

102906770

Atty. Docket No.: 2766-045661

To the Assistant Commissioner for Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies): JOHN RICH & SONS INVESTMENT HOLDING COMPANY

3. Nature of conveyance: [X] Security Agreement

Execution Date: November 22, 2004

2. Name and address of receiving party(ies) Name: MANUFACTURERS AND TRADERS TRUST COMPANY

If assignee is not domiciled in the United States, a domestic representative designation is attached: [X] No

4. Application number(s) or patent number(s): A. Trademark Application No. (s) (SEE ATTACHED SHEET)

B. Trademark Registration No. (s) (SEE ATTACHED SHEET)

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

6. Total number of applications and registrations involved: 67

7. Total fee (37 CFR 3.41).....\$ 1,690.00 [X] Enclosed

8. Deposit account number: (Attach triplicate copy of this page if paying by deposit account)

12/16/2004 BTOM11 00000090 2901777 01 RC:8521 40.00 OP 02 RC:8522 1650.00 OP

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.

William H. Logsdon, Reg. No. 22,132 Name of Person Signing Signature December 1, 2004 Date

Total number of pages including cover sheet, attachments and document 15



Trademark	Application Serial No or Registration No.	Filing Date or Registration Date
WOOLRICH	2,901,777	11/09/2004
SINCE 1830 WOOLRICH HOME	78/497,772	10/11/2004
WOOLRICH	78/496,747	10/08/2004
DESIGN ONLY	78/490,651	09/28/2004
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DESIGN ONLY	78/482,676	09/13/2004
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SINCE 1830 WOOLRICH HOME and design	78/424,420	05/25/2004
SINCE 1830 WOOLRICH HOME and design	78/424,453	05/25/2004

{W0156060.1}

SINCE 1830 WOOLRICH HOME and design	78/424,577	05/25/2004
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WOOLRICH typed drawing	2,428,744	02/13/2001
WOOLRICH stylized letters	2,398,472	10/24/2000
BABYRICH stylized letters	2,353,842	05/30/2000

{W0156060.1}

TRADEMARK
REEL: 003093 FRAME: 0810

WOOLRICH SINCE 1830 design and words	2,138,336	02/24/1998
WOOLRICH typed drawing	2,077,561	07/08/1997
WOOLRICH EST. 1830 design, letters and numbers	2,121,152	12/16/1997
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{W0156060.1}

TRADEMARK
REEL: 003093 FRAME: 0811

**TRADEMARK SECURITY
AGREEMENT**

THIS TRADEMARK SECURITY AGREEMENT (the "**Agreement**") is made this 22nd day of November, 2004 by and between **JOHN RICH & SONS INVESTMENT HOLDING COMPANY**, a Delaware corporation having a mailing address at 300 Delaware Avenue, 9th Floor, Delaware 19801 ("**Guarantor**"), and **MANUFACTURERS AND TRADERS TRUST COMPANY**, a New York banking corporation having a mailing address of One M&T Plaza, Buffalo, New York 14240. as agent ("**Agent**") for those certain financial institutions (the "**Banks**") who are parties to that certain Loan Agreement of even date herewith (together with all exhibits, schedules, extensions, renewals, amendments, substitutions and replacements thereto or thereof, the "**Loan Agreement**").

BACKGROUND

Guarantor has executed and delivered a certain Guaranty and Suretyship Agreement (the "**Guaranty**") to the Agent pursuant to the Loan Agreement. In order to induce the Bank to execute and deliver the Loan Agreement and provide credit to Woolrich, Inc. ("**Borrower**"), an affiliate of Guarantor, Guarantor has executed the Guaranty and, as security for Borrower's Obligations under the Loan Documents and for Guarantor's Obligations under the Guaranty, Guarantor has agreed to grant Agent a security interest in certain trademark rights, as hereinafter set forth. Pursuant to this Agreement, the Guaranty and the other Loan Documents, Agent shall have the right to foreclose on the Trademarks (as defined hereinbelow) in the event of the occurrence and continuance of an Event of Default under the Guaranty or any of the other Loan Documents and/or hereunder (subject, however, to any applicable grace periods specified therein or herein which must expire before such Event of Default occurs), in order that the Guarantor may continue its use of the Trademarks and maintain product specifications and quality. Capitalized terms used herein and not otherwise defined shall have the meaning ascribed to them in the Loan Agreement.

NOW, THEREFORE, in consideration of the premises, Guarantor hereby agrees with Agent as follows:

1. Security Interest in Marks. To secure the complete and timely payment and satisfaction of all of the Obligations, the Guarantor hereby grants, assigns and conveys to the Agent a security interest in and to all of Guarantor's trademark applications and trademarks, all of which are listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including, without limitation, all renewals thereof and all proceeds thereof (such as, by way of example, license royalties and proceeds of infringement suits), and the right to sue for past, present and future infringements, (all of the foregoing are collectively called the "**Marks**"), together with the goodwill of the business symbolized by each of the Marks and the registrations thereof.

2. Warranties and Representations. The Guarantor covenants and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, subject only to existing licenses; (b) it has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks (excluding trademark applications) are subsisting and have not been adjudged invalid or unenforceable; (d) to the best of Guarantor's knowledge, each of the Marks is valid

and enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; and (f) Guarantor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks.

3. Right to Benefits. If, before the Obligations shall have been satisfied in full, the Guarantor shall become entitled to the benefit of any additional trademark or service mark registration, or any renewal or affidavit of any Mark, the provisions of paragraph 1 shall automatically apply thereto.

4. Future Marks. The Guarantor shall notify Agent promptly upon filing any additional applications for Marks or receiving any additional Marks and shall execute such further security assignments thereof or amendments of this Agreement as Agent may request in order to grant a security interest in the same to Agent on the terms of this Agreement, provided that no recordings of such amendments shall be required in any office other than the U.S. Patent and Trademark Office or the required filing office under the Uniform Commercial Code and recordings of such amendments with the U.S. Patent and Trademark Office or the required filing office under the Uniform Commercial Code shall only be made upon the Agent's request and shall not occur more frequently than once during each period of six (6) months following the Closing Date. The Guarantor authorizes the Agent to modify this Agreement by amending Schedule A to include any future trademarks which are Marks under paragraph 1 or paragraph 3 hereof.

5. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default, as defined in the Loan Agreement; and (b) any violation of any representation, warranty or covenant contained in this Agreement and any modification or amendment hereof by Guarantor which is not waived or cured and remedied within fifteen (15) calendar days after notice thereof to Borrower or Guarantor.

6. Guarantor's Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, the Guarantor shall retain the legal and equitable title to the Marks and shall have the right to use the Marks in the ordinary course of its business but shall not be permitted to sell, assign, transfer or otherwise encumber the Marks or any part thereof; provided, however, that nothing herein contained shall prohibit the Guarantor from (a) licensing any of Marks in the regular course of its business, or (b) failing to renew or otherwise abandoning any item included within the Marks if, in the Guarantor's good judgment, the retention of such item is not material to the proper conduct of its business, provided, however, that Guarantor shall give the Agent ten (10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

7. Agent's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, the Loan Agreement and the other Loan Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any

jurisdiction in which the Marks may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without advertisement, sell at public sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the Schedule A registrations and applications, the goodwill and equipment associated therewith, or any interest which the Guarantor has therein, and after deducting from the proceeds of said sale or other disposition of the Marks all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to Guarantor at least ten (10) calendar days before the time of any intended sale or other disposition of the Marks is to be made, which the Guarantor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent may, to the extent permissible under applicable law, purchase the whole or any part of the Marks sold, free from any right of redemption on the part of the Guarantor, which right is hereby waived and released. Anything else herein to the contrary notwithstanding, upon the occurrence of an Event of Default, Agent shall not sell or license the Marks or any interest therein for a period of 90 days ("Grace Period") during which time Guarantor shall use its best efforts to sell in a commercially reasonable manner the whole or any part of the Marks or any interest the Guarantor may have therein. Any sale of the Marks shall be subject to the Agent's approval, in its sole discretion, unless the proceeds of sale will pay the Obligations in full. The proceeds of any sale, after payment of the expenses of sale, shall be applied only to the payment of the Obligations until the Obligations have been paid in full, and thereafter as directed by Guarantor. If, after such Grace Period, any part of the Obligations remains unpaid, Agent may exercise its right to sell or dispose of the remainder of the whole or any part of the Marks or any interest the Agent may have therein in the manner set forth above.

8. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Guarantor hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select in its exclusive discretion, as the Guarantor's true and lawful attorney-in-fact, with the power to endorse the Guarantor's names on all applications, documents, papers and instruments necessary for the Agent to use the Marks, or to grant or issue any exclusive or non-exclusive license under the Marks to any third person, or necessary for the Agent to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and equipment associated therewith, to any third person. The Guarantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

9. Termination. At such time as the Borrower shall completely satisfy all of the Obligations and all other liabilities of the Borrower to the Agent under the Loan Documents and the obligations of the Agent under the Loan Agreement have terminated, or any agreement executed in connection therewith, this Agreement shall terminate and the Agent shall execute and deliver to the Guarantor all deeds, assignments, releases and other instruments as may be necessary or proper to re-vest in the Guarantor the full unencumbered title to the Marks, registrations and applications and the goodwill associated therewith, subject to any proper disposition thereof which may have been made by the Agent pursuant hereto.

10. Fees and Expenses of Agent. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Agent in connection with the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Marks, or in defending or prosecuting any actions or proceedings arising out of or related to the Marks, shall be borne and paid by the Borrower on demand by the Agent, and until so paid shall be added to the principal amount of the Obligations .

11. Protection of Marks.

(a) The Guarantor shall take all actions reasonably necessary to protect and defend the Marks and shall institute such proceedings to enforce the Marks as it, in its reasonable business judgment, deems appropriate. The Agent shall, upon the reasonable request of the Guarantor, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement.

(b) If an Event of Default shall have occurred and be continuing, the Agent shall have the right but shall in no way be obligated to bring suit in its own name to enforce the Marks, in which event the Guarantor shall at the request of the Agent do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement.

12. No Waiver. No course of dealing between the Guarantor and the Agent nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder or under any of the other the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise or the exercise of any other right, power or privilege.

13. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

14. Manufacture and Sale. The parties understand and agree that the trademark security assignment of the Marks as provided for in this Agreement, together with other Collateral provided to the Agent pursuant to the Loan Documents, will permit the Agent, upon the happening of an Event of Default as provided herein and subject to prior granted licenses, to make use of all rights to the Marks, the goodwill associated therewith, all of which will permit the Agent to use of the Marks for substantially the same product specifications and quality as maintained by Guarantor.

15. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 3.

16. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

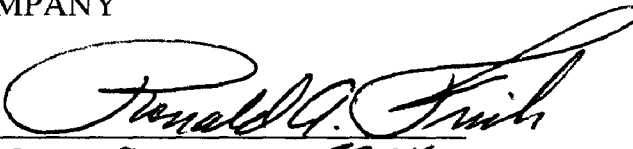
IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

JOHN RICH & SONS INVESTMENT
HOLDING CO.:

By: _____
Name: Eric J. Weisel
Title: President

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: 
Name: RONALD A. FRICK
Title: VICE PRESIDENT


16. Successors and Assigns. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and assigns of the parties.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the Commonwealth of Pennsylvania.

IN WITNESS WHEREOF, and intending to be legally bound hereby, the parties hereto have executed this Agreement the day and year first above written.

ATTEST:

JOHN RICH & SONS INVESTMENT
HOLDING CO.:

By: 
Name: Eric J. Weisel
Title: President

MANUFACTURERS AND TRADERS TRUST
COMPANY

By: _____
Name: _____
Title: _____

STATE OF DELAWARE :
 : SS
COUNTY OF _____ :

On this, the _____ day of November, 2004, before me, the undersigned officer, personally appeared Eric J. Weisel, who acknowledged himself to be the President of John Rich & Sons Investment Holding Co., a Delaware corporation, and that as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

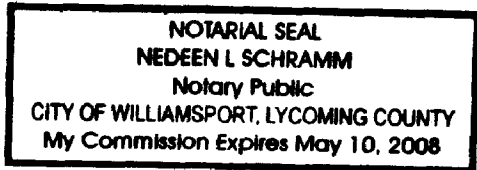
IN WITNESS WHEREOF, I hereunto set my hand and official seal.

Notary Public

COMMONWEALTH OF PENNSYLVANIA :
 : SS
COUNTY OF Lycoming :

On this 22nd day of November, 2004, before me, the undersigned officer, personally appeared Ronald A. Frick, who acknowledged himself to be a Vice-President of Manufacturers and Traders Trust Company, a New York banking institution, and that he as such Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as Vice-President.

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



Needen L Schramm
Notary Public

STATE OF DELAWARE :
COUNTY OF New Castle : SS

On this, the 22nd day of November, 2004, before me, the undersigned officer, personally appeared Eric J. Weisel, who acknowledged himself to be the President of John Rich & Sons Investment Holding Co., a Delaware corporation, and that as such President being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the corporation by himself as President.

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



Bernadette T. Barnhart

Notary Public

BERNADETTE T. BARNHART
Notary Public
State of Delaware
My Commission Expires July 21, 2005
Commission No. 20010465273

COMMONWEALTH OF PENNSYLVANIA :
COUNTY OF : SS

On this ___ day of November, 2004, before me, the undersigned officer, personally appeared Ronald A. Frick, who acknowledged himself to be a Vice-President of Manufacturers and Traders Trust Company, a New York banking institution, and that he as such Vice-President, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the bank by himself as Vice-President.

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

Notary Public

Schedule A

John Rich and Sons Investment Holding Company Trademarks

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