

02-24-2005



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

102947331

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):

C.S.F. CORP.

MAD
2-17-05

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

Citizenship (see guidelines) USA
Execution Date(s) DECEMBER 20, 2004

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name
- AMENDMENT NO. 1 TO TRADEMARK COLLATERAL
- ASSIGNMENT AND SECURITY AGREEMENT

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: CONGRESS FINANCIAL CORPORATION,
Internal _____ as Agent
Address: _____
Street Address: 1133 AVENUE OF THE AMERICAS
City: NEW YORK
State: NEW YORK
Country: USA Zip: 10036

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other
- Citizenship _____
- Citizenship _____
- Citizenship DELAWARE
- 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)

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

A. Trademark Application No.(s)

SEE EXHIBIT A ANNEXED HERETO

B. Trademark Registration No.(s)

SEE EXHIBIT A ANNEXED HERETO

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: HELEN M. LINEHAN

Internal Address: _____
OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

Street Address: 230 PARK AVENUE

City: NEW YORK

State: NEW YORK Zip: 10169

Phone Number: 212 661-9100 X709

Fax Number: 917 368-7111

Email Address: hlinehan@oshr.com

6. Total number of applications and registrations involved:

18

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 465.00

- 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:

Helen M. Linehan
Signature

2/17/05
Date

HELEN M. LINEHAN

BY: 0000061 2702051 Name of Person Signing

Total number of pages including cover sheet, attachments, and document: 9

02/24/2005
01 FC:8521
02 FC:8522

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

EXHIBIT A
TO
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTRATION NUMBER
2,782,851
2,618,031
2,772,258
2,867,583
2,784,916
2,570,615
2,744,096
2,770,139
2,473,230
2,798,791

APPLICATION/ SERIAL NUMBER
76,547,319
76,619,379
76,604,832
76,573,914
76,573,915
76,542,556
76,543,766
76,618,589

**AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO.1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 20th day of December, 2004, by and between C.S.F. CORP., a Delaware corporation ("Debtor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement, acting for and on behalf of the Lenders. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated August 16, 2001 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on October 31, 2001 at Reel/Frame 002358/0431 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendment to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.


3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart.

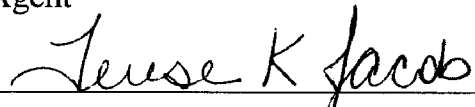
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

C.S.F. CORP.

By:  _____

Title: Vice President

CONGRESS FINANCIAL CORPORATION,
as Agent

By:  _____

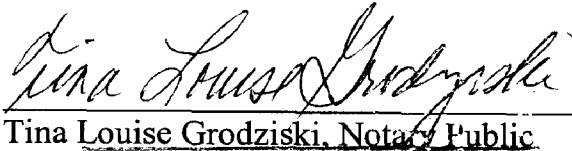
Title: Vice President

.COMMONWEALTH OF PENNSYLVANIA)

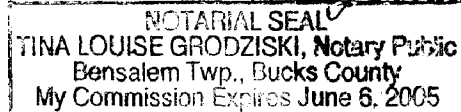
) ss.:

COUNTY OF BUCKS)

On this 20th day of December, 2004, before me personally came Colin D. Stern,
to me known, who being duly sworn, did depose and say, that he is the Vice President of
C.S.F. CORP., the corporation described in and which executed the foregoing instrument; and that
he signed his name thereto by order of the Board of Directors of said corporation.



Tina Louise Grodziski, Notary Public



STATE OF New York)
) ss.:
COUNTY OF New York)

On this 22 day of December, 2004, before me personally came Terese K. Jacob, to me known, who, being duly sworn, did depose and say, that she is a Vice President of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

Maria Camacho

Notary Public

MARIA CAMACHO
NOTARY PUBLIC, State of New York
No.: 01CA5086952
Qualified in Queens County
Certificate Filed in New York County
Commission Expires October 27, 2005

EXHIBIT A
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

TRADEMARK	REGISTRATION NUMBER	DATE OF REGISTRATION/FILING
CHARMING SHOPPES INTERACTIVE	2,782,851	11/11/2003
FASHION BUG	2,618,031	9/10/2002
INCREDIBLE CURVES	2,772,258	10/7/2003
NSTA-WIN	2,867,583	7/27/2004
LOOKING GREAT. SPENDING LESS. GETTING MORE.	2,784,916	11/18/2003
NEXT TO NOTHING	2,570,615	5/21/2002
REMARKABLE WOMEN	2,744,096	7/29/2003
SEXY SHORT	2,770,139	9/30/2003
SPEAKING WOMAN TO WOMAN	2,473,230	2/24/2000
VOICES. ONE VOICE CAN LEAD TO A CHORUS FOR CHANGE	2,798,791	4/23/2002

TRADEMARK APPLICATION	APPLICATION/SERIAL NUMBER	APPLICATION DATE
BUNDLE OF JOY	76,547,319	9/26/2003
ENCHANTED	76,619,379	11/5/2004
FASHION BUG AT HOME	76,604,832	7/30/2004
KELSEY	76,573,914	2/3/2004
KELSEY'S KLOSET	76,573,915	2/3/2004
PLUS SIZE SPECIALIST & DESIGN	76,542,556	9/5/2003
SATISFY YOUR CRAVING FOR STYLE	76,543,766	9/9/2003
THE COMFORT IS BUILT RIGHT IN	76,618,589	10/28/2004

EXHIBIT B
TO
AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

None

464826.1

RECORDED: 02/17/2005

TRADEMARK
REEL: 003124 FRAME: 0628