

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
NATURE OF CONVEYANCE:	SECURITY INTEREST

CONVEYING PARTY DATA

Name	Formerly	Execution Date	Entity Type
Rocawear Licensing LLC		09/22/2005	Limited Liability Company: NEW YORK

RECEIVING PARTY DATA

Name:	Wells Fargo Century, Inc.
Street Address:	119 West 40th Street
Internal Address:	10th Floor
City:	New York
State/Country:	NEW YORK
Postal Code:	10018
Entity Type:	CORPORATION: NEW YORK

PROPERTY NUMBERS Total: 19

Property Type	Number	Word Mark
Registration Number:	2434124	ROCAWEAR
Registration Number:	2579733	ROCA
Registration Number:	2607833	ROCA
Registration Number:	2633943	ROCAWEAR
Registration Number:	2640040	ROC
Registration Number:	2681721	ROCAWEAR
Registration Number:	2721780	OH BOY
Registration Number:	2780202	ROCAWEAR
Registration Number:	2781618	RW
Registration Number:	2914980	R
Registration Number:	2933532	ROCA WEAR
Registration Number:	2977920	TR TEAM ROC
Serial Number:	76592722	WASHHOUSE

OP \$490.00 2434124

Serial Number:	76592721	WASHHOUSE PROJECT BYROCAWEAR
Serial Number:	76566048	WASHHÖUSE WH
Serial Number:	76552369	ROCA WEAR RW
Serial Number:	76527454	RW
Serial Number:	76514875	ROCAWEAR RW
Serial Number:	76301744	ROCAWEAR

CORRESPONDENCE DATA

Fax Number: (212)391-4556
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
Phone: (212) 730-1900
Email: mleve@ssgpc.com
Correspondent Name: Silverbeg Stonehill & Goldsmith, P.C.
Address Line 1: 111 West 40th Street, 33rd Floor
Address Line 2: Marc D. Leve
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Marc D. Leve
Signature:	/Marc D. Leve/
Date:	09/23/2005

Total Attachments: 5
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TRADEMARK ASSIGNMENT OF SECURITY
Corrective Assignment - Nunc Pro Tunc

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, Obligor is obligated to **WELLS FARGO CENTURY, INC.** (f/k/a Century Business Credit Corporation)(the “Lender”) pursuant to, among other documents: (a) that certain Guaranty Unlimited dated July 1, 2002, made by Obligor in favor of the Lender and guarantying the obligations of Roc Apparel Group LLC (f/k/a Urban Menswear LLC)(“RAG”), a New York limited liability company and an affiliate of Obligor, including but not limited to RAG’s obligations under a certain Factoring Agreement dated July 26, 2002, and all related documents and agreements, by and between, RAG and Lender; (b) a certain Trademark Collateral Security Agreement dated July 1, 2002 by and between Obligor and Lender; and (c) a certain letter agreement, dated September 15, 2004, by and between Obligor, RAG, and Lender (as each of the foregoing may be amended, modified, restated or supplemented from time to time, collectively, the “Agreements”); and

WHEREAS, pursuant to the Agreements, and to secure and collateralize Obligor’s obligations to Lender as provided under 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 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 and at all times from July 1, 2002 been in full force and effect; and

WHEREAS, on the basis of the Power of Attorney, Lender submitted to and caused that certain Trademark Assignment of Security, relating to the Marks to be duly recorded in the United States Patent and Trademark Office in Reel/Frame 3054/0221 on October 1, 2004 (the “Recorded Assignment”); and

WHEREAS, the Recorded Assignment contains a scrivener’s error in the

description of the Agreements, and the Obligor, hereby confirming and ratifying the recording of the Recorded Assignment and the perfection of Lender's security interest in the Marks, wishes to correct the aforementioned scrivener's error by executing and delivering this Corrective *Nunc Pro Tunc* Assignment, effective as of October 1, 2004, and to cause same to be recorded in the United States Patent and Trademark Office.

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.

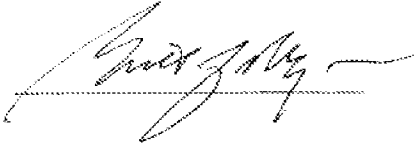
Obligor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Trademark Security Agreement and the Agreements.

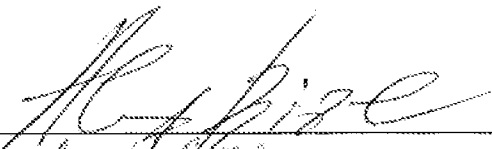
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Dated: New York, New York
September 22, 2005.

ROCAWEAR LICENSING LLC

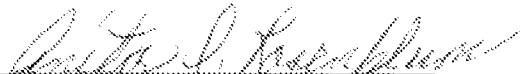
Witness:



By: 
Name: Arnold Blaz
Title:

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

On the 22nd day of September, 2005, before me, the undersigned, a notary public in and for said state, personally appeared Arnold Blaz, 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.


Notary Public

ANITA I. ROSENBLUM
NOTARY PUBLIC, State of New York
No. 01RO6741725
Qualified in Nassau County
Commission Expires Oct. 31, 2006

SCHEDULE A
TO A
TRADEMARK ASSIGNMENT OF SECURITY
Corrective Assignment - Nunc Pro Tunc
BETWEEN
ROCAWEAR LICENSING LLC
AND
WELLS FARGO CENTURY, INC.

APPLICATIONS

<u>Mark</u>	<u>Application Number</u>	<u>Filing Date</u>
Washhouse (Stylized)	76/592722	5/17/2004
Washhouse Project by Rocawear (Stylized)	76/592721	5/17/2004
WASHHOUSE plus WH Design	76/566048	12/5/2003
Rocawear plus RW Design	76/552369	9/26/2003
RW Flame Design	76/527454	7/3/2003
Rocawear plus Design	76/514875	4/24/2003
ROCAWEAR plus Design	76/301744	8/21/2001

SCHEDULE B
TO A
TRADEMARK ASSIGNMENT OF SECURITY
Corrective Assignment - Nunc Pro Tunc
BETWEEN
ROCAWEAR LICENSING LLC
AND
WELLS FARGO CENTURY, INC.
REGISTRATIONS

<u>Mark</u>	<u>Registration Number</u>	<u>Filing Date</u>	<u>Issue Date</u>
ROCAWEAR	2434124	4/6/1999	3/6/2001
ROCA	2579733	3/13/2000	6/11/2002
ROCA	2607833	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
R Stitch Design	2,914,980	9/11/2003	12/28/2004
ROCAWEAR plus Design	2,933,532	8/21/2001	3/15/2005
Team Roc plus Design	2,977,920	12/9/2003	7/26/2005