

**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 JERSEY

**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: 14**

Property Type	Number	Word Mark
Serial Number:	76465489	RW
Serial Number:	75889198	ROCA BABY
Serial Number:	76023483	ROCA WEAR
Serial Number:	76301746	ROCA WEAR
Serial Number:	78135438	OH BOY
Serial Number:	76612241	ROCA RW WEAR
Serial Number:	76612239	ROCA RW WEAR
Serial Number:	76612240	TEAM ROC TR
Serial Number:	76620454	ROCA RW WEAR
Serial Number:	78562436	ROC
Serial Number:	76637577	R
Serial Number:	76637576	R
Serial Number:	78683661	RW

OP \$365.00 76465489

Serial Number:	78683689	R
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**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: Silverberg Stonehill & Goldsmith, P.C.  
Address Line 1: 111 West 40th Street, 33rd Floor  
Address Line 2: Attn: Marc D. Leve  
Address Line 4: New York, NEW YORK 10018

NAME OF SUBMITTER:	Marc D. Leve
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Signature:	/Marc D. Leve/
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Date:	09/23/2005
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**Total Attachments: 5**  
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## 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 1411 Broadway, 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 Term Loan Agreement, dated as of September 20, 2005, by and among Obligor, Roc Apparel Group LLC (f/k/a Urban Menswear LLC)("RAG"), a New York limited liability company and an affiliate of Obligor, ROCSAN Holdings, LLC, a Delaware limited liability company, Urban Menswear International B.V., a private corporation incorporated in the Netherlands (collectively, the "Grantors") and Lender, including documents and agreements ancillary thereto; (b) that certain Security Agreement, dated as of September 20, 2005, by and among Grantors and Lender; (c) that certain Guaranty Unlimited dated July 1, 2002, made by Obligor in favor of the Lender and guarantying the obligations of RAG, 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; (d) a certain Trademark Collateral Security Agreement dated July 1, 2002 by and between Obligor and Lender; and (e) a certain letter agreement, dated September 15, 2004, by and between Obligor, RAG, and Lender (as each 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 (collectively, the "Obligations"), 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 appointed and constituted 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, amend, 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, which power and authority are 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 and in accordance with the terms and provisions of the Agreements.

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 Agreements.

[Remainder of page intentionally left blank]

Dated: New York, New York  
September 22 2005

**ROCAWEAR LICENSING LLC**

Witness:

[Signature]

By:  
Name:  
Title:

[Signature]

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

On the 22<sup>nd</sup> day of September, 2005, before me, the undersigned, a notary public in and for said state, personally appeared [Signature] 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.

[Signature]  
Notary Public

ANITA I. ROSENBLUM  
NOTARY PUBLIC, State of New York  
No. 01806741725  
Qualified in Nassau County  
Commission Expires Oct. 31, 2011

**SCHEDULE A**  
**To Trademark Assignment Of Security**  
**Dated September \_\_, 2005**  
**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>
RW (Block Letters)	76/465489	11/8/2002
ROCA BABY	75/889198	1/6/2000
ROCAWEAR plus Design	76/023483	1/27/2000
ROCAWEAR plus Design	76/301746	8/21/2001
Oh Boy	78/135438	6/13/2002
Rocawear plus RW Design	76/612241	9/16/2004
Rocawear plus RW Design	76/612239	9/16/2004
Team Roc plus Design	76/612240	9/16/2004
Rocawear plus RW Design	76/620454	11/15/2004
ROC	78/562436	2/8/2005
R Shield Design	76/637577	5/2/2005
R Knit Design	76/637576	5/2/2005
R Stylized (Left)	78/683661	8/2/2005
R Stylized (Right)	78/683689	8/2/2005

**SCHEDULE B**  
**To Trademark Assignment Of Security**  
**Dated September \_\_, 2005**  
**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>
N/A	N/A	N/A	N/A