

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
Biflex Intimates Group, LLC		01/27/2006	LIMITED LIABILITY COMPANY: DELAWARE

RECEIVING PARTY DATA

Name:	Sovereign Bank
Street Address:	101 Wood Avenue South
Internal Address:	6th Floor
City:	Iselin
State/Country:	NEW JERSEY
Postal Code:	08830-1335
Entity Type:	CORPORATION: NEW JERSEY

PROPERTY NUMBERS Total: 4

Property Type	Number	Word Mark
Registration Number:	0268459	BERLEI
Registration Number:	1968745	BERLEI THE ONLY SPORTS BRA YOU'LL EVER NEED
Registration Number:	0422786	BIFLEX
Serial Number:	78758543	DREAM FIT

CORRESPONDENCE DATA

Fax Number: (973)530-2282

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Phone: 9735302082

Email: jlee@wolffsamson.com

Correspondent Name: Joshua Lee

Address Line 1: One Boland Drive

Address Line 2: Wolff & Samson

Address Line 4: West Orange, NEW JERSEY 07052

900041196

TRADEMARK
REEL: 003239 FRAME: 0001

OP \$115.00 0268459

ATTORNEY DOCKET NUMBER:	9703/13
NAME OF SUBMITTER:	Joshua Lee
Signature:	/joshua lee/
Date:	02/02/2006
<p>Total Attachments: 9</p> <p>source=BiflexSecurity#page1.tif</p> <p>source=BiflexSecurity#page2.tif</p> <p>source=BiflexSecurity#page3.tif</p> <p>source=BiflexSecurity#page4.tif</p> <p>source=BiflexSecurity#page5.tif</p> <p>source=BiflexSecurity#page6.tif</p> <p>source=BiflexSecurity#page7.tif</p> <p>source=BiflexSecurity#page8.tif</p> <p>source=BiflexSecurity#page9.tif</p>	

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is dated as of January 27, 2006, by and between BIFLEX INTIMATES GROUP, LLC, a Delaware limited liability company having its principal executive offices located at 2140 Sturges Highway – Left Building, Westport, Connecticut 06880 (the "Assignor"), and SOVEREIGN BANK, as agent, having an office located at 101 Wood Avenue South, 6th Floor, Iselin, New Jersey 08830-1335 (in such capacity, together with its successors in such capacity, the "Assignee").

W I T N E S S E T H:

WHEREAS, the Assignor, certain lenders signatory thereto (the "Lenders") and the Agent, as agent for the Lenders, are concurrently herewith entering into a Credit Agreement (as the same may be amended hereafter, the "Credit Agreement") pursuant to which the Lenders agreed to make certain loans and extend certain credit to the Borrower; and

WHEREAS, pursuant to the Credit Agreement, the Assignor is concurrently herewith executing and delivering to the Lenders revolving credit notes in the maximum aggregate principal amount of \$20,000,000 to evidence the loans made or to be made under the Credit Agreement (as the same may be amended, replaced or substituted from time to time hereafter, the "Revolving Notes"); and

WHEREAS, as an inducement for the Agent and the Lenders to enter into the Credit Agreement and the Lenders to make loans and extend credit to the Borrower pursuant thereto, and in order to secure the performance, satisfaction and payment of all amounts now or hereafter owing to the Agent and the Lenders under the Credit Agreement and the Revolving Notes and all other Obligations (as such term is defined in the Credit Agreement) (collectively, the "Secured Obligations"), the Assignor has agreed to grant to the Agent, for the ratable benefit of the Lenders, a first priority lien on and security interest in the Marks (as such term is hereinafter defined), all on the terms and conditions set forth herein.

NOW, THEREFORE, in consideration of the foregoing and the mutual agreements herein contained, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. Definitions. Capitalized terms used herein without definition shall have the meanings ascribed to them in the Credit Agreement.

2. Assignment of Marks. To secure the complete and timely payment and satisfaction of all of the Secured Obligations, the Assignor hereby pledges, grants, assigns and conveys to the Assignee a security interest in, to and under all trademark applications, trademarks (whether registered, unregistered or for which any application to register has been filed), service mark applications, service marks (whether registered, unregistered or for which any application to register has been filed) and tradenames of the Assignor, including, but not limited to, the marks listed in Schedule A attached 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, but not limited to, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by the Assignor corresponding thereto throughout the world (all of the foregoing are collectively referred to herein as the "Marks"), together with the goodwill of the business symbolized by each Mark and the registrations (if any) thereof.

3. Warranties and Representations. The Assignor hereby covenants and warrants that: (a) the Assignor is the sole and exclusive owner of the entire right, title and interest in the Marks, free and clear of any liens, pledges, assignments or other encumbrances on the Marks; (b) the Marks listed on Schedule A constitute all of the trademarks used by the Assignor in the conduct of its business and such trademarks are sufficient for the business now being conducted or contemplated to be conducted by the Assignor; (c) the Assignor has the unqualified and unrestricted right to enter into this Agreement and perform all of its obligations hereunder; (d) the Marks are subsisting and have not been abandoned, suspended, voluntarily terminated or canceled by the Assignee, and have not been adjudged invalid or unenforceable; (e) the Marks are valid and enforceable; (f) the use of the Marks by the Assignor does not violate the rights of any third persons; and (g) the Assignor has used and, subject to the provisions of Section 8 below, will continue to use for the duration of this Agreement, consistent standards of quality in its products and services sold or provided under the Marks. The Assignor shall, in any event, indemnify and hold the Assignee and the Lenders harmless from and against all losses, damages, reasonable out-of-pocket costs and expenses, including legal costs and counsel fees, incurred by the Assignee as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any intellectual property rights held by third parties.

4. Filings and Registration; Right To Inspect.

(b) The Assignor hereby authorizes the Assignee to make any and all filings or registrations relating to this Agreement with any governmental or public offices, including without limitation, the United States Patent and Trademark Office.

(b) The Assignor hereby grants to the Assignee and its employees and agents the right, upon reasonable prior notice, to visit the Assignor's premises, including warehouses, stores and other facilities, where products sold or services provided under the Marks are manufactured, packaged, inspected, stored or provided, and to inspect and review the products and quality control records relating thereto. The Assignor shall do any and all acts reasonably required by the Assignee to ensure the Assignor's compliance with the provisions of this Agreement, including Section 3(g) above.

5. Right to Benefits. If, before the Secured Obligations shall have been satisfied in full, the Assignor 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 Section 3 hereof shall automatically apply thereto, and the Assignor shall give the Assignee prompt written notice thereof.

6. Future Marks. The Assignor authorizes the Assignee to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames, which are Marks under Section 2 or Section 5 hereof, and to make any filings or registrations relating thereto in accordance with Section 4(a) hereof.

7. Default. The term “Default”, as used herein, shall mean: (a) any Event of Default (as defined therein) under the Credit Agreement or any other Loan Document; (b) if any representation or warranty made by the Assignor herein proves to be false or inaccurate in any material respect at the time when made; or (c) any breach or violation by the Assignor of any obligation, agreement, or covenant contained in this Agreement which is not waived or cured and remedied within ten (10) days after the earlier of (i) an Authorized Officer becoming aware of such breach, or (ii) notice thereof from the Agent.

8. Assignor’s Right to Use Marks. Unless a Default shall occur and be continuing, the Assignor 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 Assignor from failing to renew or otherwise abandoning any item included within the Marks if, in the Assignor’s good judgment, the retention of such item is not material to the proper conduct of its business; and provided, further, that the Assignor shall give the Assignee ten (10) days’ prior written notice of any abandonment of or failure to renew any item included within the Marks.

9. Assignee’s Rights as Secured Party. If a Default shall have occurred, the Assignee shall have, in addition to all other rights and remedies given it by this 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 Assignee may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in New Jersey or elsewhere, the whole or from time to time any part of the Marks and the goodwill associated therewith, or any interest which the Assignor 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 to the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to the Assignor at least ten (10) calendar days before the time of any intended public or private sale or other disposition of the Marks is to be made, which the Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Assignee 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 Assignor, which right is hereby waived and released.

10. Power of Attorney. The Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its reasonable discretion, as the Assignor’s true and lawful attorney-in-fact, with the power to endorse the Assignor’s name on all applications, documents, papers and instruments necessary for the Assignee to modify this Agreement by amending Schedule A and to make any filings or registrations relating thereto in accordance with the provisions of Section 6 hereof. If a Default shall have occurred, the Assignor hereby authorizes and empowers the Assignee to make, constitute and appoint any officer or agent of the Assignee as the Assignee may select in its reasonable discretion, as the Assignor’s true and lawful attorney-in-fact, with the power to endorse the Assignor’s name on all applications, documents, papers and instruments necessary for the Assignee 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 Assignee to assign, pledge, convey or otherwise transfer title in or dispose of the Marks and the goodwill associated therewith, to any third person. The Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof, except for any actions constituting gross negligence or willful misconduct. This power of attorney shall be irrevocable for the life of this Agreement and coupled with an interest.

11. Termination. At such time as the Assignor shall completely satisfy all of the Obligations and the Lenders shall have no further obligation to make loans or extend credit under the Credit Agreement, the Assignee, at the Assignor's sole cost and expense, shall execute and deliver to the Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Assignor the full unencumbered title to the Marks and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Assignee pursuant hereto.

12. Fees and Expenses of Assignee. Any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Assignee 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 Assignor on demand by the Assignee, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at a rate equal to the Default Rate specified in the Credit Agreement.

13. Protection of Marks. Subject only to the provisions of Section 8 hereof, the Assignor 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 Assignee shall, upon the reasonable request of the Assignor, do any and all lawful acts and execute all proper documents in aid of such protection, defense and enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in connection therewith. If a Default shall have occurred, the Assignee 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 Assignor shall at the request of the Assignee do any and all lawful acts and execute any and all proper documents required by the Assignee in aid of such enforcement, and the Assignor shall promptly, upon demand, reimburse and indemnify the Assignee for all costs and expenses incurred by the Assignee in the exercise of its rights under this Section 13.

14. No Waiver. No course of dealing between the Assignor and the Assignee nor any failure to exercise, nor any delay in exercising, on the part of the Assignee, any right, power or privilege hereunder or under any of the other 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.

15. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid or 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.

16. Product Sale. The parties understand and agree that the collateral assignment of the Marks as provided for in this Agreement, together with other collateral provided to the Assignee pursuant to the Credit Agreement and the other Loan Documents, will permit the Assignee, upon the happening of a Default, to make use of all rights to the Marks and the goodwill associated therewith, all of which will permit the Assignee to sell the products for which the use of the Marks is associated and maintain substantially the same product specifications and quality as maintained by the Assignor.

17. Amendment. This Agreement is subject to modification only by a writing signed by the parties hereto, except as provided in Sections 5 and 6 hereof.

18. 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.

19. 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 State of New Jersey without regard to its conflict of laws principles.

20. Notices. All notices hereunder shall be in writing and shall be sent by first class mail, postage prepaid, return receipt requested or by reputable overnight courier providing a receipt against delivery, to the parties hereto at their respective addresses set forth on the first page hereof or to such other address as shall be designated in writing in accordance with the notice provisions hereof. All such notices shall be effective upon receipt or refusal by the addressee to accept delivery, except as otherwise set forth in Section 22 hereof.

21. Counterparts. This Agreement may be executed in any number of duplicate originals or counterparts, each of such duplicate originals or counterparts shall be deemed to be an original and all taken together shall constitute one and the same instrument.

22. Judicial Proceedings. AFTER CONSULTATION WITH COUNSEL, THE ASSIGNOR AND THE ASSIGNEE HEREBY WAIVE THEIR RIGHT TO A TRIAL BY JURY IN CONNECTION WITH ANY LITIGATION INVOLVING THE SUBJECT MATTER OF THIS AGREEMENT AND HEREBY AGREE THAT, IN THE EVENT OF ANY LITIGATION INVOLVING THE SUBJECT MATTER OF THIS AGREEMENT, THIS AGREEMENT MAY BE FILED AS A WRITTEN CONSENT TO A TRIAL BY THE COURT. THE ASSIGNOR AND THE ASSIGNEE HEREBY CONSENT TO THE JURISDICTION OF THE NEW JERSEY SUPERIOR COURT AND THE UNITED STATES DISTRICT COURT FOR THE DISTRICT OF NEW JERSEY IN ANY LITIGATION ARISING HEREUNDER, AND IRREVOCABLY WAIVE ALL DEFENSES TO THE PERSONAL JURISDICTION OF SUCH COURTS, INCLUDING, WITHOUT LIMITATION, DEFENSES BASED UPON THE INCONVENIENCE OF SUCH FORUMS AND HEREBY CONSENT TO THE GRANTING OF SUCH LEGAL OR EQUITABLE RELIEF AS IS DEEMED APPROPRIATE BY SUCH COURT. THE ASSIGNOR HEREBY WAIVES PERSONAL SERVICE OF THE SUMMONS, COMPLAINT AND OTHER PROCESS ISSUED IN ANY SUCH ACTION OR SUIT AND FURTHER AGREE THAT SERVICE OF ANY SUCH PROCESS MAY BE EFFECTED, IN ADDITION TO ANY OTHER MEANS PERMITTED BY THE APPLICABLE RULES OF COURT, BY MAILING SUCH PROCESS CERTIFIED MAIL, RETURN RECEIPT

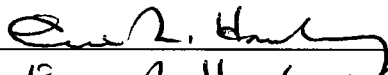
REQUESTED OR BY REPUTABLE OVERNIGHT COURIER PROVIDING A RECEIPT AGAINST DELIVERY TO SUCH PARTIES IN ACCORDANCE WITH THE NOTICE PROVISIONS OF THIS AGREEMENT AND THAT SERVICE SO MADE SHALL BE DEEMED COMPLETED UPON THE EARLIER OF THE ADDRESSEE'S ACTUAL RECEIPT THEREOF OR REFUSAL OF DELIVERY. NOTHING IN THIS AGREEMENT SHALL BE DEEMED OR OPERATE TO AFFECT THE RIGHT OF THE ASSIGNEE OR ANY LENDER TO SERVE LEGAL PROCESS IN ANY OTHER MANNER PERMITTED BY LAW, OR TO PRECLUDE THE ENFORCEMENT BY THE ASSIGNEE OR ANY LENDER OF ANY JUDGMENT OR ORDER OBTAINED IN SUCH FORUM OR TAKING OF ANY ACTION UNDER THIS AGREEMENT TO ENFORCE THE SAME IN ANY OTHER APPROPRIATE FORUM OR JURISDICTION.

[Signatures on following pages]


[Signature page to Trademark Security Agreement]

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

BIFLEX INTIMATES GROUP, LLC

By: 
Name: Eric R. Hamburg
Title: Manager

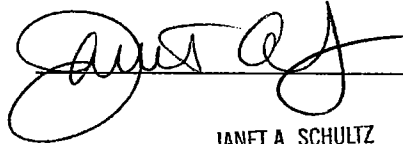
SOVEREIGN BANK, as Agent

By: 
Name: Robert D. Wainwright
Title: Vice President

ACKNOWLEDGMENTS

STATE OF New Jersey :
SS.
COUNTY OF Essex :

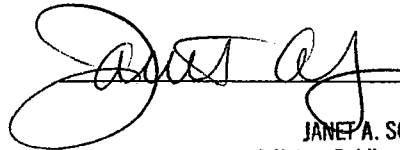
BE IT REMEMBERED, that on January 27, 2006, before me, the subscriber, personally appeared Eric Hamburg, who I am satisfied is a Manager of BIFLEX INTIMATES GROUP, LLC, the limited liability company named in and subscribing to the foregoing instrument; and he, being by me duly sworn, acknowledged, deposed and said that such instrument was made by such limited liability company, and that he signed and delivered the same as such manager of such limited liability company as its voluntary act and deed for the uses and purposes therein expressed.



JANET A. SCHULTZ
A Notary Public of New Jersey
My Commission Expires 12/29/09

STATE OF New Jersey :
SS.
COUNTY OF Essex :

BE IT REMEMBERED, that on January 27, 2006, before me, the subscriber, personally appeared Robert D. Wainwright, who I am satisfied is a Vice President of SOVEREIGN BANK, the entity named in and subscribing to the foregoing instrument; and he/she, being by me duly sworn, acknowledged, deposed and said that such instrument was made by such entity, and that he/she signed and delivered the same as such Vice President of such entity as its voluntary act and deed for the uses and purposes therein expressed.



JANET A. SCHULTZ
A Notary Public of New Jersey
My Commission Expires 12/29/09

SCHEDULE A

TRADEMARKS

REGISTRATIONS:

<u>MARK</u>	<u>COUNTRY</u>	<u>REG. NUMBER</u>	<u>REG. DATE</u>
Berlei	U.S.	268,459	03/18/30
Berlei The Only Sports Bra You'll Ever Need	U.S.	1,968,745	04/16/96
Biflex	U.S.	422,786	08/13/46
Biflex	Canada	105,710	02/0157

APPLICATIONS:

<u>MARK</u>	<u>COUNTRY</u>	<u>SERIAL NUMBER</u>	<u>FILINGDATE</u>
Dream Fit	U.S.	78/758,543	11/21/05