04-25-2006

Form PTO-1594 (Rev. 03/05)
OMB Collection 0651-0027 (exp. 6/30/20

U.S. DEPARTMENT OF COMMERCE
ed States Patent and Trademark Office

103186260

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):
Koret of California

☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☑ Corporation- State: California
☐ Other

Citizenship (see guidelines)

Additional names of conveying parties attached? ☐ Yes ☑ No

2. Name and address of receiving party(ies)
Additional names, addresses, or citizenship attached? ☐ Yes ☑ No

Name: Bank of America, N.A., as Agent
Internal Address:
Street Address: One South Wacker, Suite 3400
City: Chicago
State: Illinois
Country: USA Zip: 60606

☐ Association Citizenship
☐ General Partnership Citizenship
☐ Limited Partnership Citizenship
☐ Corporation Citizenship
☑ Other National Assoc. Citizenship USA

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)

3. Nature of conveyance)/Execution Date(s) :
Execution Date(s) April 12, 2006

☐ Assignment ☐ Merger
☑ Security Agreement ☐ Change of Name
☐ Other

4. Application number(s) or registration number(s) and identification or description of the Trademark.
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See attached schedule

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: Holli Kubicki
Internal Address:
Street Address: c/o Latham & Watkins LLP
233 S. Wacker Drive, Suite 5800
City: Chicago
State: IL Zip: 60606
Phone Number: 312-993-2638
Fax Number: 312-993-9870
Email Address: holli.kubicki@lw.com

6. Total number of applications and registrations involved: 40

7. Total fee (37 CFR 2.6(b)(6) & 3.41) $ 1,015.00
☐ 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: Holli Kubicki 4/21/2006
Signature Date
Holli Kubicki
Name of Person Signing
Total number of pages including cover sheet, attachments, and document: 7

ASSIGNMENTS DIV
2006 APR 21 AM 10:24
RECEIVED OPR

Documents to be recorded (including cover sheet) should be faxed to (703) 305-8995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

4-24-06

SCHEDULE I
TO
TRADEMARK SECURITY AGREEMENT
TRADEMARK REGISTRATIONS

TRADEMARK REGISTRATIONS AND APPLICATIONS

Trademark	Federal Registration Number	Registration Date
[Pants Design]	1,956,615	2/13/1996
COUNTRY CLUB GOLF BY KORET	2,451,415	5/15/2001
K WEAR BY KORET	2,366,995	7/11/2000
KORAPEL	1,968,641	4/16/1996
KORAPEL TWILL NAPA VALLEY (and Design)	2,471,848	7/24/2001
KORET	2,570,640	5/21/2002
KORET CITY BLUES (and Design)	2,317,048	2/8/2000
KORET IMPRESSIONS	2,926,921	2/15/2005
KORET SOLOS	2,825,465	2/8/2005
KORET SPORT	[s/n 78/359,752]	[filed 1/29/2004]
NAPA GOLF BY NAPA VALLEY	2,462,559	6/19/2001
NAPA STUDIO	2,143,205	3/10/1998
NAPA VALLEY (and Design)	2,360,638	6/20/2000
NAPA VALLEY (and Design)	2,465,982	7/3/2001
NAPA VALLEY BLUES	[s/n 78/778,545]	[filed 12/21/2005]
NAPA VALLEY BLUES (and Design)	2,384,516	9/12/2000
NAPA VALLEY BLUES PETITES (and Design)	2,496,547	10/9/2001
NAPA VALLEY CASUALS	2,360,639	6/20/2000
NAPA VALLEY PETITES	2,360,637	6/20/2000
NAPA VALLEY PETITES (and Design)	2,485,530	9/4/2001
NAPA VALLEY PETITES (and Design)	2,492,923	9/25/2001
NOTABLES	2,014,043	11/5/1996
RECREATION	2,111,758	11/11/1997
SEPARATE IMPRESSIONS BY KORET	2,134,688	2/3/1998
SOLOS KORET	2,042,095	3/4/1997
THE KORET PERFECT FIT	2,176,499	7/28/1998
CITY BLUES	1,124,533	8/28/1979
FLATTER FIT	1,379,841	1/21/1986
FLATTER FIT	1,679,478	3/17/1992
FLATTER STRETCH	1,758,446	3/16/1993
FRANCISCA	1,499,692	8/9/1988
KORATRON (and Design)	816,674	10/11/1966
KORATRON (and Design)	817,856	11/1/1966
KORET (Stylized)	1,127,554	12/11/1979
KORET CITY BLUES	1,079,447	12/13/1977
NAPA VALLEY	1,769,366	5/4/1993
RECREATION	1,601,667	6/12/1990
SEPARATE IMPRESSIONS	1,149,006	3/24/1981
SUTTER PLACE	1,706,880	8/11/1992
SUTTER PLACE (and Design)	1,694,517	6/16/1992

TRADEMARK LICENSES

None.

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of April 12, 2006, by KORET OF CALIFORNIA, a California corporation ("Grantor"), in favor of BANK OF AMERICA, N.A., a national banking association, in its capacity as Agent for Lenders ("Agent").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of April 12, 2006 by and among Grantor, the other Persons named therein as Obligors, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans and to incur LC Obligations for the benefit of Grantor and the other Borrowers party thereto;

WHEREAS, pursuant to the Loan Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby agrees as follows:

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Trademark Collateral"):

(a) (i) all of its trademarks, trade names, corporate names, business names, trade styles, service marks, logos, internet domain names, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature (whether registered or unregistered), all registrations and recordings thereof and all applications in connection therewith, including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state or territory thereof, or any other country or any political subdivision thereof (collectively, "Trademarks") and (ii) any rights under any written agreement now owned or hereafter acquired by Grantor granting any right to use any Trademark ("Trademark License") to which it is a party including those referred to on Schedule I hereto;

(b) all reissues, continuations or extensions of the foregoing;

(c) all goodwill of the business connected with the use of, and symbolized by, each Trademark and each Trademark License; and

(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License.

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[signature page follows]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KORET OF CALIFORNIA, INC.

By: _____
Name: W. Lee Capps III
Title: Vice President Finance

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By: _____
Name: Debra A. Rathberger
Title: Senior Vice President

[Signature Page to Koret of California Trademark Security Agreement]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KORET OF CALIFORNIA, INC.

By:_____
Name:_____
Title:_____

ACCEPTED AND ACKNOWLEDGED BY:

BANK OF AMERICA, N.A., as Agent

By:_____
Name: Debra A. Rathberger
Title: Senior Vice President

[Signature Page to Koret of California Trademark Security Agreement]

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TRADEMARK LICENSES

None.

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