

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
B. Moss Clothing Company Ltd.		05/09/2006	CORPORATION: NEW YORK

**RECEIVING PARTY DATA**

Name:	Wells Fargo Retail Finance, LLC
Street Address:	One Boston Place
Internal Address:	18th Floor
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02108
Entity Type:	LIMITED LIABILITY COMPANY: DELAWARE

**PROPERTY NUMBERS Total: 6**

Property Type	Number	Word Mark
Registration Number:	1857131	B. MOSS CLOTHING COMPANY
Registration Number:	1899450	B. MOSS CLOTHING COMPANY AROUND SINCE NINETEEN THIRTY-NINE
Registration Number:	1217947	BARBARA MOSS
Registration Number:	2170411	MOSS TECH
Registration Number:	2153147	MOSS TECH
Registration Number:	1950943	NO. 1939

**CORRESPONDENCE DATA**

Fax Number: (617)856-8201  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
 Phone: 617 856-8399  
 Email: ip@brownrudnick.com  
 Correspondent Name: David Lowry  
 Address Line 1: One Financial Center

CH \$165.00 1857131

Address Line 2: Box IP, 18th floor  
Address Line 4: Boston, MASSACHUSETTS 02111

ATTORNEY DOCKET NUMBER:	23595/29
NAME OF SUBMITTER:	David Lowry
Signature:	/ddl David Lowry/
Date:	05/10/2006

**Total Attachments: 11**

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**TRADEMARK AND TRADEMARK  
APPLICATIONS SECURITY AGREEMENT**

This Trademark and Trademark Applications Security Agreement (the "TM Security Agreement") is made as of the 9th day of May, 2006, by B. Moss Clothing Company Ltd. ("Lead Borrower"), as agent for itself and other borrowers (Lead Borrower and the other borrowers, collectively and individually, the "Borrowers") and Wells Fargo Retail Finance, LLC, with offices at One Boston Place, 18<sup>th</sup> Floor, Boston, MA 02108, as Collateral Agent under that certain Loan and Security Agreement of even date herewith.

**RECITALS**

WHEREAS, pursuant to the Loan and Security Agreement of even date herewith (as the same may be amended from time to time, the "Loan Agreement") made between the Borrowers, the lenders party thereto (the "Lenders"), and Wells Fargo Retail Finance, LLC as Administrative and Collateral Agent ("Collateral Agent") for the benefit of the Lenders, the Lenders have agreed to make certain loans and provide other financial accommodations to the Borrowers;

WHEREAS, for the benefit of the Lenders, pursuant to the Loan Agreement the Borrowers have granted to the Collateral Agent a security interest in the Collateral for the benefit of the Lenders to secure the Obligations of the Borrowers to the Lenders;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Obligations of the Borrowers to the Lenders and to more fully vest the security interest granted in the Loan Agreement, the Borrowers have executed this TM Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Borrowers and the Collateral Agent agree as follows:

1. Capitalized terms used herein and not otherwise defined herein shall have the meanings given such terms in the Loan Agreement.
2. To secure the Obligations, the Borrowers hereby grant a security interest in favor of, and collaterally assign to the Collateral Agent, with power of sale (which power of sale shall be exercisable only following the occurrence and continuation of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:
  - a. All of Borrowers' now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
  - b. All renewals of any of the foregoing.

- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- e. All of the Borrowers' rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "Marks".

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Collateral Agent, the Borrowers shall undertake the following with respect to each Mark that is in use at the relevant time:

- a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks.
- b. At Borrowers' sole cost, expense, and risk, pursue the prompt, diligent, processing of each trademark application for registration which is the subject of the security interest created herein and not abandon or delay any such efforts, unless the respective service mark or trademark is abandoned (provided, however, that the Borrowers shall notify the Collateral Agent of any intent to abandon any service mark or trademark).
- c. At Borrowers' sole cost, expense, and risk, take any and all action that the Borrowers reasonably deem necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of:

- a. either Borrowers' failure, within five (5) days of written notice from the Collateral Agent, to cure any failure by the Borrowers to perform any of Borrowers' obligations set forth in Section 3, above, and/or
- b. the occurrence and continuation of any Event of Default,

the Collateral Agent acting in its own name or in that of the Borrowers' may (but shall not be required to) act in the Borrowers' place and stead and/or in the Collateral Agent's own right in connection therewith.

5. The Borrowers represent and warrant that:

- a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Borrowers.
  - b. No Liens, claims or security interests have been granted in any Mark by the Borrowers to any Person other than to the Collateral Agent.
6. In order to further secure the Obligations:
- a. The Borrowers shall give the Collateral Agent written notice (with reasonable detail) within ten (10) days following the occurrence of any of the following:
    - i. Borrowers obtain rights to, and file applications for registration of, any new trademarks, or service marks, or otherwise acquire ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications (other than Borrowers' right to sell products containing the trademarks of others in the ordinary course of Borrowers' business).
    - ii. Borrowers become entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor.
    - iii. Borrowers enter into any new trademark license agreement or service mark license agreement, whether as licensor or licensee.
  - b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in Section 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.
  - c. The Borrowers hereby authorize the Collateral Agent to modify this agreement by amending **EXHIBIT A** to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said **EXHIBIT A** shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence and continuation of any Event of Default, the Collateral Agent may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted and amended from time to time in the Commonwealth of Massachusetts with respect to the Marks, in addition to which the Collateral Agent, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Collateral Agent that an Event of Default has occurred and is continuing and that the Collateral Agent is authorized to exercise such rights and remedies.

8. The Borrowers hereby irrevocably constitute and designate the Collateral Agent as and for the Borrowers' attorney-in-fact, effective with and upon the occurrence and continuation of any Event of Default:

- a. To exercise any of the rights and powers referenced in Section 7.
- b. To execute all and singular such instruments, documents, and papers as the Collateral Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until this TM Security Agreement is terminated by a duly authorized officer of the Collateral Agent, but shall be exercisable only following the occurrence and continuation of an Event of Default.

9. Any use by the Collateral Agent of the Marks as authorized hereunder in connection with the exercise of the Collateral Agent's rights and remedies under this TM Security Agreement and the Loan Agreement shall be coextensive with the Borrowers' rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Collateral Agent to the Borrowers. Such use by the Collateral Agent shall be permitted only with and upon the occurrence and continuation of an Event of Default.

10. Collateral Agent hereby acknowledges that the Borrowers shall continue to have the exclusive right, prior to notice from the Collateral Agent following the occurrence and continuation of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by the Borrowers to protect the Marks against encroachment by third parties; provided, however, that the Borrowers first notify Collateral Agent in writing of their intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by the Borrowers.

11. Following the payment and satisfaction of all Obligations, and the termination of any obligation of the Lenders to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Collateral Agent shall execute and deliver to the Borrowers all such instruments as the Borrowers reasonably may request to release any encumbrance in favor of the Collateral Agent created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Collateral Agent pursuant hereto or pursuant to the Loan Agreement.

12. The Borrowers shall, at the request of the Collateral Agent, do any and all acts and execute any and all documents reasonably required by the Collateral Agent in connection with the protection, preservation, and enforcement of the Collateral Agent's rights hereunder.

13. The Borrowers shall, upon demand, reimburse the Collateral Agent for all costs and expenses incurred by the Collateral Agent in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).

14. Neither anything contained in this TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as (a) directly or indirectly conveying to the Collateral Agent any rights in and to the Marks (other than the security interest granted herein), or (b) conveying to the Collateral Agent any right of prior approval of, or right to prevent the granting of, or right to rescind any non-exclusive license of any of the Marks granted by the Borrowers, except as may be conveyed in (a) or (b) above following the occurrence and continuation of any Event of Default.

15. This TM Security Agreement is intended to be supplemental to the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Collateral Agent shall have the same rights with respect to any and all security interests in the Marks granted the Collateral Agent to secure the Obligations hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.

16. **THIS TM SECURITY AGREEMENT SHALL BE GOVERNED, CONSTRUED AND INTERPRETED IN ACCORDANCE WITH THE LAWS OF THE COMMONWEALTH OF MASSACHUSETTS.**

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, the Borrowers and the Collateral Agent respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

**Borrowers**

B. MOSS CLOTHING COMPANY LTD., as  
Lead Borrower

By: Mark Mc Nerney

Name: MARK MCNERNEY  
Title: VICE PRESIDENT

**Collateral Agent**

WELLS FARGO RETAIL FINANCE, LLC,  
as Agent

By: \_\_\_\_\_

Name: David Molinario  
Title: Vice President



IN WITNESS WHEREOF, the Borrowers and the Collateral Agent respectively have caused this TM Security Agreement to be executed by officers duly authorized so to do on the date first above written.

**Borrowers**

B. MOSS CLOTHING COMPANY LTD., as  
Lead Borrower

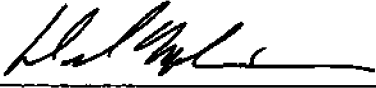
By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

**Collateral Agent**

WELLS FARGO RETAIL FINANCE, LLC,  
as Agent

By:  \_\_\_\_\_

Name: David Molinario

Title: Vice President

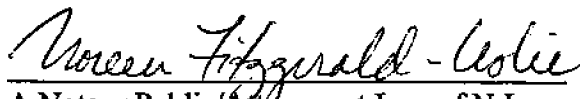
**ACKNOWLEDGEMENT**

STATE OF NEW JERSEY:

:SS:

COUNTY OF UNION:

Be it remembered, that on this 2nd day of May, 2006, before me the subscriber, personally appeared Mark McNerney who, I am satisfied, is the person who signed the within instrument as Vice President of B. Moss Clothing Company Ltd., the corporation named therein and he thereupon acknowledged that the said instrument made by the corporation was signed and delivered by him as such officer and is the voluntary act and deed of the corporation, made by virtue of authority from its Board of Directors.



A Notary Public/Attorney at Law of N.J.

My Commission Expires:

NOREEN FITZGERALD-LESLIE  
~~NOTARY PUBLIC OF NEW JERSEY~~  
My Commission Expires Nov. 14, 2009

COMMONWEALTH OF MASSACHUSETTS

Suffolk County, ss

May \_\_, 2006

On this 8<sup>th</sup> day of May, 2006, before me, the undersigned notary public, personally appeared David Molinario, proved to me through satisfactory evidence of identification, which were Drivers License, to be the person whose name is signed on the preceding or attached document, and acknowledged to me that he signed it voluntarily for its stated purpose, as Vice President of Wells Fargo Retail Finance, LLC, and acknowledged the foregoing instrument to be his free act and deed and the free act and deed of said Trademark Security Agreement, before me.

Margaret Arsenault

Notary Public:

My Commission Expires: July 27, 2012



MARGARET ARSENAULT  
Notary Public  
Commonwealth of Massachusetts  
My Commission Expires  
July 27, 2012

## EXHIBIT A

Borrowers' now owned or existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark	Registration Date	Registration No.
B. MOSS CLOTHING COMPANY (Word Mark)	10/4/1994	1,857,131
B. MOSS CLOTHING COMPANY Around Since 1939 (Design Mark)	6/13/1995	1,899,450
BARBARA MOSS	11/23/1982	1,217,947
MOSS TECH	6/30/1998	2,170,411
MOSS TECH & Design	4/21/1998	2,153,147
No. 1939	1/23/1996	1,950,943
B. MOSS CLOTHING COMPANY Around since 1939 (Design Mark) – Taiwan	1-Sep	653,440

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TM SECURITY AGREEMENT

TRADEMARK  
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TRADEMARK SECURITY AGREEMENT  
SCHEDULE A

Trademark/Service Mark	Registration Date	Registration No.
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