

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
Fishman and Tobin, Inc.		04/30/2007	CORPORATION: PENNSYLVANIA

RECEIVING PARTY DATA

Name:	Wachovia Bank, National Association
Street Address:	2240 Butler Pike
City:	Plymouth Meeting
State/Country:	PENNSYLVANIA
Postal Code:	19462
Entity Type:	National Association: PENNSYLVANIA

PROPERTY NUMBERS Total: 11

Property Type	Number	Word Mark
Registration Number:	2170383	H'N E
Registration Number:	1985688	RENEW
Registration Number:	1712723	HANK N' EDDIE
Registration Number:	1318297	CARLO STELLA
Registration Number:	1595498	TFW
Registration Number:	1504944	JONATHAN STRONG
Registration Number:	1404165	PUBLIC NOTICES
Registration Number:	1152498	JONATHAN STRONG
Registration Number:	652100	CHIPS 'N TWIGS
Serial Number:	78909517	RETRO MODERN
Serial Number:	78348401	APPROVED SCHOOL WEAR ASW

CORRESPONDENCE DATA

Fax Number: (215)979-1020

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

TRADEMARK

REEL: 003561 FRAME: 0705

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CH \$290.00 2170383

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Correspondent Name: Samuel W. Apicelli
Address Line 1: 30 S. 17th Street
Address Line 2: Duane Morris LLP
Address Line 4: Philadelphia, PENNSYLVANIA 19103-4196

ATTORNEY DOCKET NUMBER:	E0360-00127
NAME OF SUBMITTER:	Samuel W. Apicelli
Signature:	/Samuel W. Apicelli/
Date:	06/15/2007

Total Attachments: 9

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TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT ("Agreement") is made and entered into as of the 30 day of April, 2007 between FISHMAN AND TOBIN, INC., a Pennsylvania corporation having a mailing address at 625 Ridge Pike, Building E, Suite 320, Conshohocken, PA 19428 (the "Trademark Owner") and WACHOVIA BANK, NATIONAL ASSOCIATION, having a mailing address at 2240 Butler Pike, Plymouth Meeting, PA 19462, as Administrative Agent (the "Lien Holder") for itself and for the other financial institutions identified now or at any time in the future as Lenders ("Lenders") in the Credit Agreement (as hereinafter defined).

BACKGROUND

A. In order to induce the Lenders to make loans to the Trademark Owner and Jacob Siegel, L.P., Ambler Industries, Inc., Sylber Investment Company, Bersyl Company, Minikin Togs, Ltd., Quality Control Services, Inc., Cheswold Sales Corporation, T&F Investment Corporation, and Fishman & Tobin International, Inc. (together with the Trademark Owner, the "Borrowers"), pursuant to a certain Credit and Agency Agreement dated as of April __, 2007 among the Borrowers, the Lien Holder and the Lenders (as such agreement may be amended, modified or replaced, the "Credit Agreement"), the Trademark Owner has agreed to grant to the Lien Holder a security interest in certain trademarks, service marks, tradenames, and the goodwill of the business associated therewith, as herein provided.

B. Any term used but not defined herein shall have the meaning given to such term in the Credit Agreement.

NOW THEREFORE, in consideration of the premises and of the mutual covenants of the parties hereto, and intending to be legally bound hereby, it is hereby agreed as follows:

1. Grant of Security Interest in Marks. To secure the complete and timely payment and satisfaction of all of the Obligations, the Trademark Owner hereby grants, assigns and conveys to the Lien Holder a security interest in and to all of the Trademark Owner's 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, all of which are listed in Schedule A 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, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights owned by the Trademark Owner corresponding thereto throughout the world (all of the foregoing are collectively called the "Marks"), together with that portion of the business and the goodwill of the business symbolized by each of the Marks and the registrations (if any) thereof.

2. Warranties and Representations. The Trademark Owner covenants and warrants that: (a) it is the sole and exclusive owner of the entire right, title and interest in each of the Marks, free and clear of any liens, pledges, assignments or other encumbrances, subject only to existing licenses; (b) it has the unqualified right to enter into this Agreement and perform its terms; (c) the Marks (excluding trademark applications) are subsisting and have not been

adjudged invalid or unenforceable; (d) to the best of the Trademark Owner's knowledge, each of the Marks is valid and enforceable; (e) no claim has been made that the use of any of the Marks does or may violate the rights of any third person; (f) the Trademark Owner has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Marks; and (g) the Trademark Owner has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products and delivery of services sold or provided under the Marks. The Trademark Owner shall, in any event, for as long as the Trademark Owner retains legal and equitable title to the Marks, indemnify and hold the Lien Holder harmless from all losses, damages, costs and expenses, including legal costs and counsel fees, incurred by the Lien Holder as the direct or indirect result of any action, claim or demand, whether or not groundless, alleging that the Marks infringe any trademarks held by third parties.

3. Right To Inspect. The Trademark Owner hereby grants to the Lien Holder and its employees and agents the right to visit the Trademark Owner's plants and facilities where products sold or services provided under any of the Marks are manufactured, inspected, stored, or provided, and to inspect and review the products and quality control records relating thereto at reasonable times. The Trademark Owner shall do any and all acts required by the Lien Holder to ensure the Trademark Owner's compliance with paragraph 2(g).

4. Right to Benefits. If, before the Obligations shall have been satisfied in full, the Trademark Owner shall become entitled to the benefit of any additional trademarks or service marks, or registrations thereof, or any renewal or affidavit of any Mark, the provisions of paragraph 1 shall automatically apply thereto.

5. Future Marks. The Trademark Owner shall notify the Lien Holder promptly upon filing any additional applications for Marks or receiving any additional Marks and shall execute such further security Agreements thereof or amendments of this Agreement as the Lien Holder may request in order to assign the same to the Lien Holder on the terms of this Agreement, provided that no recordings of such amendments shall be required in any office other than the U.S. Patent and Trademark Office and recordings of such amendments with the U.S. Patent and Trademark Office shall only be made upon the Lien Holder's request. The Trademark Owner authorizes the Lien Holder to modify this Agreement by amending Schedule A to include any future trademarks, service marks or tradenames which are Marks under paragraph 1 or paragraph 4 hereof provided that the Lien Holder shall furnish a copy of such amendment to the Trademark Owner.

6. Events of Default. The term "Event of Default", as used herein, shall mean: (a) any Event of Default under this Agreement or the Credit Agreement; and (b) any violation by the Trademark Owner of any representation, warranty or covenant contained in this Agreement and any modification or amendment hereof which is not waived or cured and remedied within fifteen (15) days after notice thereof to the Trademark Owner.

7. Trademark Owner's Right to Use Marks. Unless and until an Event of Default shall occur and be continuing, the Trademark Owner 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 Trademark Owner from failing to renew or otherwise abandoning any item included within the Marks if, in the Trademark Owner's good judgment, the retention of such item is not material to the proper conduct of its business, provided, however, that the Trademark Owner shall give the Lien Holder ten (10) days' prior written notice of any abandonment or failure to renew of any item included within the Marks.

8. Lien Holder's Rights As Secured Party. If any Event of Default shall have occurred and be continuing, the Lien Holder shall have, in addition to all other rights and remedies given it by this Agreement and the Credit Agreement, 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 Lien Holder may immediately, without demand of performance and without advertisement, sell at public or private sale or otherwise realize upon, in Pennsylvania or elsewhere, the whole or from time to time any part of the Marks, the goodwill and that portion of the business and equipment associated therewith, or any interest which the Trademark Owner 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 for the payment of the Obligations. Notice of any sale or other disposition of the Marks shall be given to the Trademark Owner 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 Trademark Owner hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Lien Holder may, to the extent permissible under applicable law, purchase the whole or any part of the Marks, the goodwill and that portion of the business and equipment associated therewith sold, free from any right of redemption on the part of the Trademark Owner, which right is hereby waived and released.

9. Power of Attorney. If any Event of Default shall have occurred and be continuing, the Trademark Owner hereby authorizes and empowers the Lien Holder to make, constitute and appoint any officer or agent of the Lien Holder as the Lien Holder may select in its exclusive discretion, as the Trademark Owner's true and lawful attorney-in-fact including but not limited to a Power of Attorney for all purposes of the U.S. Patent and Trademark Office, and in accordance with the provisions of 37 C.F.R. §3.73, with the power to endorse the Trademark Owner's names on all applications, documents, papers and instruments necessary for the Lien Holder 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 Lien Holder to assign, pledge, convey or otherwise transfer title in or dispose of the Marks, the goodwill and that portion of the business and equipment associated therewith, to any third person. The Trademark Owner hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

10. Termination. At such time as the Trademark Owner shall completely satisfy all of the Obligations and all other liabilities of the Trademark Owner to the Lien Holder under the Credit Agreement and the obligations of the Lien Holder under the Credit Agreement have terminated, or any agreement executed in connection therewith, this Agreement shall terminate and the Lien Holder shall execute and deliver to the Trademark Owner all deeds, assignments and other instruments as may be necessary or proper to re-vest in the Trademark Owner the full

unencumbered title to the Marks, and the goodwill associated therewith, subject to any disposition thereof which may have been made by the Lien Holder pursuant hereto.

11. Fees and Expenses of Lien Holder. If an Event of Default shall have occurred and be continuing, any and all fees, costs and expenses, of whatever kind or nature, including reasonable attorneys' fees and legal expenses, incurred by the Lien Holder 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 Trademark Owner on demand by the Lien Holder, and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the highest rate prescribed in the Credit Agreement.

12. Protection of Marks.

(i) The Trademark Owner 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 Lien Holder shall, upon the reasonable request of the Trademark Owner, do any and all lawful acts and execute any and all proper documents in aid of such protection, defense and enforcement, and the Trademark Owner shall promptly, upon demand, reimburse and indemnify the Lien Holder for all costs and expenses incurred by the Lien Holder in connection therewith so long as such costs and expenses do not arise from gross negligence or willful misconduct of the Lien Holder.

(ii) If an Event of Default shall have occurred and be continuing, the Lien Holder 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 Trademark Owner shall at the request of the Lien Holder do any and all lawful acts and execute any and all proper documents required by the Lien Holder in aid of such enforcement, and the Trademark Owner shall promptly, upon demand, reimburse and indemnify the Lien Holder for all costs and expenses incurred by the Lien Holder in the exercise of its rights under this paragraph 12, so long as such costs and expenses do not arise from gross negligence or willful misconduct of the Lien Holder.

13. No Waiver. No course of dealing between the Trademark Owner and the Lien Holder nor any failure to exercise, nor any delay in exercising, on the part of the Lien Holder, any right, power or privilege hereunder or under the Credit Agreement 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.

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

15. Manufacture and Sale. The parties understand and agree that the collateral security interest in the Marks as provided for in this Agreement, together with other collateral

provided to the Lien Holder pursuant to the Credit Agreement and the other loan documents referred to therein, will permit the Lien Holder, upon the happening of an Event of Default as provided herein, to make use of all rights to the Marks, the goodwill associated therewith and certain equipment and machinery as set forth in the Credit Documents, all of which will permit the Lien Holder to manufacture and 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 Trademark Owner.

16. Amendment. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

17. 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.

18. 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 Commonwealth of Pennsylvania.

19. Judicial Proceedings. Each party to this Agreement agrees that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party, on or with respect to this Agreement or the dealings of the parties with respect hereto, shall be tried only by a court and not by a jury. EACH PARTY HEREBY KNOWINGLY, VOLUNTARILY AND INTENTIONALLY WAIVES ANY RIGHT TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION OR PROCEEDING. Further, the Trademark Owner waives any right it may have to claim or recover, in any such suit, action or proceeding, any special, exemplary, punitive or consequential damages or any damages other than, or in addition to, actual damages. THE TRADEMARK OWNER ACKNOWLEDGES AND AGREES THAT THIS PARAGRAPH IS A SPECIFIC AND MATERIAL ASPECT OF THIS AGREEMENT AND THAT THE LIEN HOLDER WOULD NOT EXTEND CREDIT TO THE TRADEMARK OWNER IF THE WAIVERS SET FORTH IN THIS PARAGRAPH WERE NOT A PART OF THIS 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.

FISHMAN AND TOBIN, INC.

By: 

Name: Mark Fishman

Title: President

WACHOVIA BANK, NATIONAL
ASSOCIATION, as Administrative Agent

By: 

Name: Matthew Siefer

Title: Vice President

<u>Trademark/ Service Mark Trade Name¹</u>	<u>Registration No. or Serial No. if an Application is Pending</u>	<u>Country</u>	<u>Registration Date or Filing Date if an Application is Pending</u>
RETRO MODERN	78/909517	U.S.A.	06/15/2006
APPROVED SCHOOL WEAR ASW	78/348401	U.S.A.	01/06/2004
H'N E	2,170,383	U.S.A.	06/30/1998
RENEW	1,985,688	U.S.A.	07/09/1996
HANK N' EDDIE	1,712,723	U.S.A.	09/01/1992
CARLO STELLA	1,318,297	U.S.A.	02/05/1985
TFW	1,595,498	U.S.A.	05/08/1990
JONATHAN STRONG	1,504,944	U.S.A.	09/20/1998
PUBLIC NOTICES	1,404,165	U.S.A.	08/05/1986
JONATHAN STRONG	1,152,498	U.S.A.	04/28/1981
CHIPS 'N TWIGS	652,100	U.S.A.	09/24/1957

¹ Identify the Mark exactly as it appears on the U.S. Patent and Trademark Certificate of Registration. If the Mark is a Design/Logo, attach a copy of said mark hereto.

CERTIFICATE OF ACKNOWLEDGMENT

COMMONWEALTH OF PENNSYLVANIA :
: SS.
COUNTY OF MONTGOMERY :

Before me, the undersigned, a Notary Public in and for the county aforesaid, on this 30th day of APRIL, 2007, personally appeared MARK FISHMAN, who acknowledged himself to be the PRESIDENT of Fishman and Tobin, Inc., a Pennsylvania corporation, and that he as such officer, being authorized to do so, executed the foregoing instrument for the purposes therein contained by signing the name of the company, by himself as such officer.

Harry Richard Kramer
Notary Public

My Commission Expires:

COMMONWEALTH OF PENNSYLVANIA
NOTARIAL SEAL
HARRY RICHARD KRAMER, Notary Public
Plymouth Township, Montgomery County
My Commission Expires April 19, 2009

