

Form PTO-1594 (Rev. 06/04)  
OMB Collection 0651-0027 (ex p. 8/30/2005)

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

**RECORDATION FORM COVER SHEET  
TRADEMARKS ONLY**

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)/Execution Date(s):**

Arizona Mail Order Company, Inc.

- Individual(s)  Association
- General Partnership  Limited Partnership
- Corporation-State
- Other: \_\_\_\_\_

Citizenship (see guidelines) Arizona

Execution Date(s) 9/1/07

Additional names of conveying parties attached?  Yes  No

**2. Name and address of receiving party(ies)**

Yes

Additional names, addresses, or citizenship attached?  No

Name: Wachovia Bank, National Association, as Agent

Internal Address: \_\_\_\_\_

Street Address: 1133 Avenue of the Americas

City: New York

State: NY

Country: USA

Zip: 10036

Association Citizenship USA

General Partnership Citizenship \_\_\_\_\_

Limited Partnership Citizenship \_\_\_\_\_

Corporation Citizenship

Other  Citizenship

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:**

- Assignment  Merger
- Security Agreement  Change of Name

Other Amendment #1 to Trademark Collateral Assignment and Security Agreement recorded 8/4/05 at Reel/Frame 3198/0524

**4. Application number(s) or registration number(s) and identification or description of the Trademark.**

A. Trademark Application No.(s) See Exhibit A annexed hereto

B. Trademark Registration No.(s) See Exhibit A annexed hereto

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: Susan O'Brien

Internal Address: UCC Direct Services, a Walters Kluwer Co.

Street Address: 187 Wolf Road - Suite 101

City: Albany

State: NY

Zip: 12205

Phone Number: 800-342-3876X4086

Fax Number: 800-962-7049

Email Address: cls-udsalbany@wolterskluwer.com

**6. Total number of applications and registrations involved:**

22

**7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$565.00**

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

**8. Payment Information:**

a. Credit Card

Last 4 Numbers 5783

Expiration Date 11/09

b. Deposit Account Number \_\_\_\_\_

Authorized User Name: \_\_\_\_\_

**9. Signature:**

Helen M. Linehan  
Signature

Helen M. Linehan  
Name of Person Signing

1/2/08  
Date

Total number of pages including cover sheet, attachments, and document. 19

Documents to be recorded (including cover sheet) should be faxed to (703) 306-6995, or mailed to:  
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

OP \$565.00 77137384

1. Additional names of Conveying Parties:

Bedford Fair Apparel, Inc, a Delaware Corporation

LM&B Catalog, Inc., a Delaware corporation

Monterey Bay Clothing Company, Inc., a Delaware corporation

EXHIBIT A  
TO  
RECORDATION FORM COVER SHEET  
(TRADEMARKS ONLY)  
ARIZONA MAIL ORDER COMPANY, INC.)

TRADEMARK APPLICATION #s	TRADEMARK REGISTRATION #s
77137384	3205518
77024948	3272194
78871852	3278758
78828818	3278759
78842093	3213272
78828928	
78828910	
78828887	
77232221	
78828723	
78897880	
78844700	
78846774	
78861661	
77022411	
77081811	
78811142	

**AMENDMENT NO. 1 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment"), made as of the 1<sup>st</sup> day of September, 2007, by and among ARIZONA MAIL ORDER COMPANY, INC., an Arizona corporation, BEDFORD FAIR APPAREL, INC., a Delaware Corporation, LM&B Catalog, Inc., a Delaware corporation and MONTEREY BAY CLOTHING COMPANY, INC., a Delaware corporation (collectively "Debtor"), and WACHOVIA BANK, NATIONAL ASSOCIATION, a national banking association (as successor by merger to Congress Financial Corporation, a Delaware corporation), in its capacity as agent (in such capacity, "Secured Party") pursuant to the Loan Agreement, acting for and on behalf of the Lenders. Unless otherwise defined herein, all capitalized terms used herein which are not defined shall have the meanings given to such terms in the Trademark Security Agreement (as defined below).

**W I T N E S S E T H:**

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated June 2, 2005 and recorded by the Assignment Services Division of the U.S. Patent and Trademark Office on August 4, 2005 at Reel/Frame 3198/0524 (as amended hereby and as the same may hereafter be further amended, modified, supplemented, extended, renewed, restated or replaced, the "Trademark Security Agreement");

WHEREAS, pursuant to the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all present and future Trademarks and Trademark applications of Debtor, together with certain related assets, and has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

WHEREAS, Debtor has certain additional Trademarks and Trademark applications registered or filed with the United States Patent and Trademark Office which are not reflected in the Trademark Security Agreement; and

WHEREAS, Debtor and Secured Party now wish to amend the Trademark Security Agreement to include such additional Trademarks and Trademark applications.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor and Secured Party hereby agree as follows:

1. Amendments to Trademark Security Agreement.

(a) Without limiting any of the Collateral otherwise described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby amended to include, in addition and not by way of limitation, the Trademarks and Trademark applications described in Exhibit A attached hereto (such Trademarks and Trademark applications described on Exhibit A hereto being referred to herein as the "Additional Trademarks").

(b) All references to the term "Collateral" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, all of the Additional Trademarks and the other assets described in Section 2 of this Amendment.

(c) All references to the term "Trademarks" in the Trademark Security Agreement shall be deemed and each such reference is hereby amended to include, in addition and not in limitation, the Additional Trademarks.

(d) The first sentence of Section 3(g) of the Trademark Security Agreement is hereby amended by deleting such sentence in its entirety and replacing it with the following:

"On January 1 and July 1 of each calendar year, Debtor shall provide Secured Party with written notice of all applications for the registration of Trademarks which were filed with the United States Patent and Trademark Office during the immediately preceding six (6) calendar months and copies of all certificates of registration of Trademarks issued by the United States Patent and Trademark Office during the immediately preceding six (6) calendar months."

2. Confirmation of Grant of Security Interest. Without limiting the grant of the security interest or collateral assignment to Secured Party set forth in Section 1 of the Trademark Security Agreement or any other provisions thereof, Debtor hereby confirms, reaffirms and restates its prior grant to Secured Party, and hereby grants to Secured Party a continuing security interest in and a general lien upon, and a conditional assignment of, the following: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) the Additional Trademarks, together with all rights and privileges arising under applicable law with respect to Debtor's use of the Additional Trademarks, and all reissues, extensions, continuation and renewals thereof and (ii) all prints and labels on which the Additional Trademarks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Additional Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Additional Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) all licenses, contracts or other agreements naming Debtor as licensor or licensee and providing for the grant of any rights concerning any Additional Trademark, including, without limitation, all trademark licenses described on Exhibit B hereto, together with any goodwill associated with and symbolized by any such trademark licenses and agreements; (e) the right to sue for past, present and future infringements thereof; (f) all rights corresponding thereto throughout the world; and (g) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Additional Trademarks.

3. Representations, Warranties and Covenants. All of the representations, warranties and covenants with respect to the Trademarks and the other Collateral set forth in Section 3 of the Trademark Security Agreement shall apply to the Additional Trademarks and other assets described in Section 2 of this Amendment.

4. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under

any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated, and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

5. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto. This Amendment may be delivered by telecopier with the same force and effect as if it were a manually executed and delivered counterpart

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

ARIZONA MAIL ORDER COMPANY, INC.

By: [Signature]  
Title: John J. Sullivan, Vice President

BEDFORD FAIR APPAREL, INC.

By: [Signature]  
Title: John J. Sullivan, Vice President

LM&B CATALOG, INC.

By: [Signature]  
Title: John J. Sullivan, Vice President

MONTEREY BAY CLOTHING COMPANY, INC.

By: [Signature]  
Title: John J. Sullivan, Vice President

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Agent

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

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

Signature Page to Amendment No. 1 to Trademark Collateral Assignment and Security Agreement - Arizona Mail

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Amendment as of the day and year first above written.

ARIZONA MAIL ORDER COMPANY, INC.

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

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

BEDFORD FAIR APPAREL, INC.

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

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

LM&B CATALOG, INC.

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

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

MONTEREY BAY CLOTHING COMPANY, INC.

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

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

WACHOVIA BANK, NATIONAL ASSOCIATION,  
as Agent

By: 

Title: Vice President



EXHIBIT A  
TO  
AMENDMENT #1 TO TRADEMARK COLLATERAL ASSIGNMENT AND  
SECURITY AGREEMENT  
(ARIZONA MAIL ORDER COMPANY, INC.)

TRADEMARK APPLICATION #s	TRADEMARK REGISTRATION #s
77137384	3205518
77024948	3272194
78871852	3278758
78828818	3278759
78842093	3213272
78828928	
78828910	
78828887	
77232221	
78828723	
78897880	
78844700	
78846774	
78861661	
77022411	
77081811	
78811142	

(ARIZONA MAIL  
ORDER COMPANY)

EXHIBIT B  
TO  
AMENDMENT NO. 1 TO  
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

LIST OF LICENSES

- Intercompany License Agreements
- License Agreement with Charming Shoppes of Delaware, Inc. ("CSD") pursuant to which CSD will sublicense trademarks to DMSI, Inc.