# 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
Aerogroup International Holdings LLC		106/29/2008 1	LIMITED LIABILITY COMPANY:
Aerogroup International Holdings Inc.		106/29/2008	LIMITED LIABILITY COMPANY:

### **RECEIVING PARTY DATA**

Name:	Wachovia Bank, National Association
Street Address:	1889 Highway 27, NJ 1917
City:	Edison
State/Country:	NEW JERSEY
Postal Code:	08817
Entity Type:	National Association:

### PROPERTY NUMBERS Total: 22

Property Type	Number	Word Mark
Registration Number:	2659208	AEROSOLES
Registration Number:	2737666	A
Registration Number:	2836671	AEROSOLES
Registration Number:	2190880	AEROSOLES
Registration Number:	2190746	AEROSOLES
Registration Number:	2914111	A 2
Registration Number:	2632787	AEROLOGY
Registration Number:	1756927	AEROSOLE
Registration Number:	2886564	AEROSOLES SIGNATURE
Registration Number:	3187230	BLINDSEAM
Registration Number:	1953875	
Registration Number:	3079809	SOLE A BY AEROSOLES
		TRADEMARK

**REEL: 003811 FRAME: 0750** 

900110787

Registration Number:	3225746	STITCH N TURN
Registration Number:	3225747	STITCH N TURN
Registration Number:	3109987	TWIST & SHOUT
Registration Number:	2055618	WHAT'S WHAT
Registration Number:	2610621	WHAT'S WHAT
Registration Number:	3187362	WRAP'D
Registration Number:	3187363	WRAP'D
Registration Number:	2648060	AEROSOLES
Registration Number:	3184925	FLEXATION BY AEROSOLES
Registration Number:	3417659	FLEXATION

#### CORRESPONDENCE DATA

Fax Number: (202)408-3141

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

Phone: 800-927-9801 x2348
Email: jpaterso@cscinfo.com

Correspondent Name: Corporation Service Company

Address Line 1: 1090 Vermont Avenue NW, Suite 430

Address Line 2: Attn: Jean Paterson

Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	637242 TM
NAME OF SUBMITTER:	Jean Paterson
Signature:	/Jean Paterson/
Date:	07/08/2008

#### Total Attachments: 15

source=7-8-08 Aerogroup International Holdings-TM#page1.tif source=7-8-08 Aerogroup International Holdings-TM#page2.tif source=7-8-08 Aerogroup International Holdings-TM#page3.tif source=7-8-08 Aerogroup International Holdings-TM#page4.tif source=7-8-08 Aerogroup International Holdings-TM#page5.tif source=7-8-08 Aerogroup International Holdings-TM#page6.tif source=7-8-08 Aerogroup International Holdings-TM#page7.tif source=7-8-08 Aerogroup International Holdings-TM#page8.tif source=7-8-08 Aerogroup International Holdings-TM#page9.tif source=7-8-08 Aerogroup International Holdings-TM#page10.tif source=7-8-08 Aerogroup International Holdings-TM#page11.tif source=7-8-08 Aerogroup International Holdings-TM#page12.tif source=7-8-08 Aerogroup International Holdings-TM#page13.tif source=7-8-08 Aerogroup International Holdings-TM#page14.tif source=7-8-08 Aerogroup International Holdings-TM#page15.tif

	RM COVER SHEET RKS ONLY
To the Director of the U. S. Patent and Trademark Office: Plea	ase record the attached documents or the new address(es) below.
1. Name of conveying party(ies):  Aerogroup International Holdings LLC  201 Meadow Road  Edison, NJ 08817  Individual(s)  General Partnership  Corporation- State:  Other  Limited Liability Company  Citizenship (see guidelines)  Additional names of conveying parties attached?  3. Nature of conveyance )/Execution Date(s):	2. Name and address of receiving party(ies)  Additional names, addresses, or citizenship attached?  No Name:  Wachovia Bank, National Association Internal Address:  Street Address:  Street Address:  Edison  City:  State:  New Jersey Country:  Zip:
Execution Date(s)  Assignment  Merger	Limited Partnership Citizenship
Security Agreement Change of Name  Other	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)
4. Application number(s) or registration number(s) and A. Trademark Application No.(s)  C. Identification or Description of Trademark(s) (and Filing)	B. Trademark Registration No.(s)  See attached Schedule A  Additional sheet(s) attached? Yes No
5. Name & address of party to whom correspondence concerning document should be mailed:  Name: Corporation Service Company	6. Total number of applications and registrations involved:
Internal Address:	7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ Authorized to be charged by credit card Authorized to be charged to deposit account Enclosed
City:New_York  State:	8. Payment Information:  a. Credit Card Last 4 Numbers Expiration Date
Phone Number:	b. Deposit Account Number  Authorized User Name
9. Signature:  Signature  Luis Rodriguez  Name of Person Signing	07/08/08  Date  Total number of pages including cover sheet, attachments, and document

Documents to be recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to: Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

# PATENTS, TRADEMARKS, COPYRIGHTS AND LICENSES SECURITY AGREEMENT

(Trademarks)

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 3 day of July, 2008 and effective as of the 29 day of June, 2008, by AEROGROUP INTERNATIONAL HOLDINGS LLC, ("Company") successor by merger with AEROGROUP INTERNATIONAL HOLDINGS, INC., a Delaware limited liability company, with its chief executive office located at 201 Meadow Road, Edison, New Jersey 08817, and delivered to WACHOVIA BANK, NATIONAL ASSOCIATION ("Lender"), having a mailing address of 1889 Highway 27, NJ 1917, Edison, New Jersey 08817.

#### **BACKGROUND**

- A. Company, certain of its affiliates as Borrowers, and Lender are parties to that certain Amended and Restated Loan and Security Agreement dated as of November 16, 2004 (as has been and may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Loan Agreement"), under which Company is granting Lender a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under Company's patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Loan Agreement.
- B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on <u>Schedule A</u> attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").
- C. Pursuant to the Loan Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.
- D. This Agreement replaces that certain Amended and Restated Patents, Trademarks, Copyrights, and Licenses Security Agreement dated as of September 26, 2002, by AeroGroup International Holdings, Inc. in favor of Lender.

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NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

- 1. In consideration of and pursuant to the terms of the Loan Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Loan Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Lender in all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue, following the occurrence of an Event of Default under the Loan Agreement, for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.
  - 2. Company represents, warrants and covenants that:
- (a) Company has the power and corporate authority to enter into this Agreement and perform its terms;
- (b) Each of the Assets listed on <u>Schedule A</u> constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Loan Agreement shall have been terminated, Company shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended <u>Schedule A</u>.
- 3. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Loan Agreement is terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.
- 4. Except during the continuance of an Event of Default under the Loan Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

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- If and while an Event of Default exists under the Loan Agreement, Company hereby 5. covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the State of New Jersey, may take such action permitted under the Loan Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During the existence of an Event of Default under the Loan Agreement, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or agent of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as Exhibit 1. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Loan Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Loan Agreement is terminated.
- 6. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Loan Agreement and may not be modified without the written consent of the parties hereto.
- 7. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Loan Documents. In the event of an inconsistency between this Agreement and the Loan Agreement, the language of the Loan Agreement shall control.
- 8. Upon Company's performance of all of the obligations under the Loan Documents and full and unconditional satisfaction of all Obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets.
- 9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Loan Agreement.
- 10. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and

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indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

- During the existence of an Event of Default under the Loan Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.
- No course of dealing among Company and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Loan Documents, or by any other future agreements between Company and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.
- The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.
- This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 15. This Agreement shall be governed by and construed in conformity with the laws of the State of New Jersey without regard to its otherwise applicable principles of conflicts of laws.
- 16. COMPANY AND LENDER EACH WAIVE ANY AND ALL RIGHTS IT MAY HAVE TO A JURY TRIAL IN CONNECTION WITH ANY LITIGATION, PROCEEDING OR COUNTERCLAIM ARISING WITH RESPECT TO RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO OR UNDER THE LOAN DOCUMENTS.

[SIGNATURES APPEAR ON FOLLOWING PAGE]

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IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

AEROGROUP IN TERNATIONAL HOLDINGS LLC

By:

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IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

# AEROGROUP INTERNATIONAL HOLDINGS LLC

	By:
	Name:
	Title:
Approved and Accepted:  WACHOVIA BANK, NATIONAL  By:  Name: Patricia McEnery  Title: Vice President	ASSOCIATION

# SCHEDULE A

Trademarks	Registration/ Application Number	Registration/ Application Date	Owner
AEROSOLES	2659208	112/10/2002	Aerogroup International Holdings LLC
A & Design	273766	07/15/2003	Aerogroup International Holdings LLC
AEROSOLES	2836671	04/27/2004	Aerogroup International Holdings LLC
AEROSOLES	2190880	09/22/1998	Aerogroup International Holdings LLC
AEROSOLES & Design	2190746	09/22/1998	Aerogroup International Holdings LLC
A2 & Design	2914111	12/28/2004	Aerogroup International Holdings LLC
AEROLOGY	2632787	10/08/2002	Aerogroup International Holdings LLC
AEROSOLES	1756927	03/09/1993	Aerogroup International Holdings LLC
AEROSOLES SIGNATURE (Stylized)	2886564	06/29/2004	Aerogroup International Holdings LLC
BLIND SEAM & Design	3187230	12/19/2006	Aerogroup International Holdings LLC
SHOE SOLE DESIGN	1953875	02/06/1996	Aerogroup International Holdings LLC
SOLE A by AEROSOLES	3079809	04/11/2006	Aerogroup International Holdings LLC

Trademarks	Registration/ Application Number	Registration/ Application Date	Owner
STITCH N TURN	3225746	04/03/2007	Aerogroup International Holdings LLC
STITCH N TURN (stylized)	3225747	04/03/2007	Aerogroup International Holdings LLC
TWIST & SHOUT	3109987	06/27/2006	Aerogroup International Holdings LLC
WHAT'S WHAT	2055618	04/22/1997	Aerogroup International Holdings LLC
WHAT'S WHAT (Stylized)	2610621	08/20/2002	Aerogroup International Holdings LLC
WRAP'D	3187362	12/19/2006	Aerogroup International Holdings LLC
WRAP'D (Stylized)	3187363	12/19/2006	Aerogroup International Holdings LLC
AEROSOLES (Stylized)	2648060	11/12/2002	Aerogroup International Holdings LLC
FLEXATION BY AEROSOLES	3184925	12/12/2006	Aerogroup International Holdings LLC
FLEXATION	3417659	04/29/2008	Aerogroup International Holdings LLC

### **ACKNOWLEDGMENT**

UNITED STATES OF AMERICA :	
STATE OF NEW JERSEY : SS	
STATE OF NEW JERSEY : SS COUNTY OF Middlesey :	
On this Of July, 2008, before me personally appeared INDAT. VOCEL to known and being duly sworn, deposes and says that s/he is the Sr. VP, 6C & Sec. of Aeroga International Holdings LLC, the Company described in the foregoing Agreement; that s/he signed Agreement as such officer pursuant to the authority vested in him/her by law; that the with Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as some to be record	roup d the ithin
Notary Public, State of New My Commission Expires My Commission Expires February 11, 2008	

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## CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA STATE OF NEW JERSEY

SS

COUNTY OF Middlesex

On this \_\_day of July, 2008, before me personally appeared petria McGnessy to me known and being duly sworn, deposes and says that he is wice president of Wachovia Bank, National Association, the Lender described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Notary Public - Rugmund .

My Commission



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# EXHIBIT 1

# PATENTS, TRADEMARKS, LICENSES AND COPYRIGHTS ASSIGNMENT (Trademarks)

WHEREAS,	, alimited liability company ("Grantor")
is the registered owner of the United	States trademarks, service marks, trade names, service mark
applications and trademark applications	listed on Schedule A attached hereto and made a part hereof
("Assets"), which are registered in the U	Inited States Patent and Trademark Office; and
WHEREAS,	("Grantee"), having a place of business at , is desirous of acquiring said Assets;
acknowledged, and intending to be leg hereby transfer, assign and set over unto terms of the Patents, Trademarks, License	od and valuable consideration, receipt of which is hereby ally bound hereby, Grantor, its successors and assigns, does Grantee, its successors, transferees and assigns, subject to the ses and Copyrights Security Agreement, of even date herewith, present and future right, title and interest in and to the Assets I associated therewith.
IN WITNESS WHEREOF, the Copyrights Assignment to be executed a	undersigned has caused this Patents, Trademarks, Licenses and as of the day of July, 2008.
A	EROGROUP INTERNATIONAL HOLDINGS LLC
F	y: Attorney-in-fact
	Attorney-in-fact
Witness:	

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# EXHIBIT 1

# **ACKNOWLEDGMENT**

UNITED STATES	OF AMERICA :
STATE OF	: S.S.
COUNTY OF	:
personally appeared in-fact on behalf of _ foregoing Patents, Tr	day of July, 2008, before me, a Notary Public for the said County and Stateknown to me or satisfactorily proven to me to be attorney, and s/he acknowledged to me that s/he executed the rademarks, Licenses, and Copyrights Assignment on behalf of Grantor, and as the ntor for the purposes therein contained.
in witnes	S WHEREOF, I hereunto set my hand and official seal.
	Notary Public
	My Commission Expires:

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#### POWER OF ATTORNEY

AEROGROUP INTERNATIONAL HOLDINGS LLC, a Delaware limited liability company ("Grantor"), hereby authorizes WACHOVIA BANK, NATIONAL ASSOCIATION, its successors and assigns, and any officer or agent thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.

This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Loan and Security Agreement bearing even date herewith among Grantor and certain other parties as Company and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this day of July, 2008.

AEROGROUP/INTERNATIONAL HOLDINGS

Nayne:

ne: Linda I. Vogel, SVP of Aerogroup

Retail Holdings, Inc., as Manager

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### **ACKNOWLEDGMENT**

UNITED STATES OF AMERICA	;		
STATE OF NEW JERSEY	:	SS	
COUNTY OF WIGGESTEX	;		
1 m		ì	1.61-1600
On this of July, 2008, before m and being duly sworn, deposes and says that	ie perso	nally appeared 🕹	INDAIL, VOGE, to me known
and being duly sworn, deposes and says that	t s/he is	5-17,6C+3	of Aerogroup International
Holdings LLC, the Grantor described in the	foregoii	ng Power of Att	orney; that s/he signed the Power
of Attorney thereto as such officer pursuant	to the a	uthority vested i	in her/him by law; that the within
Power of Attorney is the voluntary act of such	h corpoi	ration; and s/he	desires the same to be recorded as
such.			
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**RECORDED: 07/08/2008**