

FORM PTO-1594

(Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

RE

06-23-1999

SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Y



101073619

Tab settings = = = =

To the Honorable Commissioner of F...

attached original documents or copy thereof.

1. Name of conveying party(ies):

BUGLE BOY INDUSTRIES, INC.
2900 Madera Road
Simi Valley, CA 93065

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

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☐ Security Agreement ☐ Change of Name
☒ Other Amendment Number One to Trademark Security Agreement

Execution Date: June 1, 1999

2. Name and address of receiving party(ies)

Name: FOOTHILL CAPITAL CORPORATION, AS AGENTInternal Address: Suite 1500Street Address: 11111 Santa Monica BoulevardCity: Los Angeles State: CA ZIP: 90025

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State California
☐ Other

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)

Additional name(s) & address(es) attached? ☐ Yes ☒ No

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

Please see attached "Schedule 1"

B. Trademark Registration No.(s)

Please see attached "Schedule 1"

Additional numbers attached? ☒ Yes ☐ No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: BROBECK, PHLEGER & HARRISON LLP

Internal Address:

Attn: Kimberley A. Lathrop

06/21/1999 JSHABAZZ 00000028 75/02601

40.00 DP

02 02:482 200.00 DP

Street Address: 550 South Hope StreetCity: Los Angeles State: CA ZIP: 900716. Total number of applications and registrations involved: 97. Total fee (37 CFR 3.41).....\$ 540.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Kimberley A. Lathrop
Name of Person SigningKimberley A. Lathrop
Signature06-17-99
DateTotal number of pages including cover sheet, attachments, and document: 7Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK
REEL: 001916 FRAME: 0525

SCHEDULE 1
TO AMENDMENT NUMBER ONE
TRADEMARK SECURITY AGREEMENT

TRADEMARK	CL.	GOODS	APPL. SERIAL NO.	APPL. DATE	REGISTR. NUMBER	REGISTR. DATE
AUTHENTICS BUGLE BOY	25	Clothing	75/702601	5/11/99		
BB Crest (Missy's)	25	Clothing	75/283649	4/29/97	2,246,558	5/18/99
BIG FAN	25	Clothing, namely pants, shorts, shirts, t-shirts, sweatshirts, sweatpants, jackets and caps	75/372090	10/14/97	2,243,816	5/4/99
BUGLE BOY	18	Athletic bags, school bags, beach bags, and backpacks			2,109,801	10/28/97
BUGLE BOY CLASSICS	18	Shirts, pants, shorts			2,136,693	2/17/98
BUGLE BOY INDEPENDENCE FIT	18	Clothing	75/451,990	3/17/98		
BUGLE BOY INDEPENDENCE JEANS	18	Clothing	75/451,989	3/17/98		
DECLARATION JEAN	25	Jeans and shorts		5/19/99		
FEDERATION JEAN	25	Jeans and shorts		5/19/99		
GENERATION Y	25	Clothing	74/590474	10/25/94	2,249,830	6/1/99
WAVE Design	25	Clothing, pants, shorts, shirts, swimwear, jackets and caps	75/351587	7/28/98	2,243,744	5/4/99

**AMENDMENT NUMBER ONE TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER ONE TO TRADEMARK SECURITY AGREEMENT, dated as of June 1, 1999 (the "Amendment") is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of April 23, 1999 (the "Trademark Security Agreement"), by and between Bugle Boy Industries, Inc., a California corporation ("Debtor"), and Foothill Capital Corporation, a California corporation, as agent for the Lender Group defined therein ("Secured Party"). Capitalized terms used herein and not otherwise defined shall have the meanings set forth in the Trademark Security Agreement, which by this reference is incorporated herein.

Debtor and Secured Party hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.


Debtor and Secured Party hereby further acknowledge and agree that the trademark E-MAG under U.S. Trademark Registration No. 2,199,795 shall be deemed deleted from Schedule A to the Trademark Security Agreement on and after the date of Borrower's sale of such Trademark to Magaschoni Apparel Group, Inc. and application of proceeds of such sale in accordance with the consent letter pertaining thereto, dated May 20, 1999, among Borrower, Secured Party, and the Lender Group.

Debtor hereby: (a) reaffirms all prior grants of security interests in favor of Secured Party for the benefit of the Lender Group in all of Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule A to the Trademark Security Agreement prior to the effectiveness of this Amendment; (b) grants, assigns, transfers, and conveys to Secured Party for the benefit of the Lender Group continuing security interests in all of the Debtor's right, title, and interest in, to, and under the Trademark Collateral identified on Schedule 1 attached hereto; and (c) agrees that the Trademark Security Agreement as amended hereby is and shall remain in full force and effect.

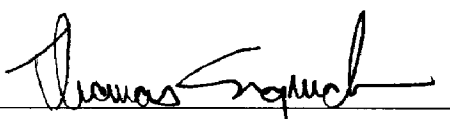
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Amendment as of the date first written above.

BUGLE BOY INDUSTRIES, INC.

By: 
Diane L. Becker
Senior Vice President

**FOOTHILL CAPITAL CORPORATION, as
Agent**

By: 
Name: Thomas Sigurdson
Title: Vice President

SCHEDULE 1
TO AMENDMENT NUMBER ONE
TRADEMARK SECURITY AGREEMENT

TRADEMARK	CL.	GOODS	APPL. SERIAL NO.	APPL. DATE	REGISTR. NUMBER	REGISTR. DATE
AUTHENTICS BUGLE BOY	25	Clothing	75/702601	5/11/99		
BB Crest (Missy's)	25	Clothing	75/283649	4/29/97	2,246,558	5/18/99
BIG FAN	25	Clothing, namely pants, shorts, shirts, t-shirts, sweatshirts, sweatpants, jackets and caps	75/372090	10/14/97	2,243,816	5/4/99
BUGLE BOY	18	Athletic bags, school bags, beach bags, and backpacks			2,109,801	10/28/97
BUGLE BOY CLASSICS	18	Shirts, pants, shorts			2,136,693	2/17/98
BUGLE BOY INDEPENDENCE FIT	18	Clothing	75/451,990	3/17/98		
BUGLE BOY INDEPENDENCE JEANS	18	Clothing	75/451,989	3/17/98		
DECLARATION JEAN	25	Jeans and shorts		5/19/99		
FEDERATION JEAN	25	Jeans and shorts		5/19/99		
GENERATION Y	25	Clothing	74/590474	10/25/94	2,249,830	6/1/99
WAVE Design	25	Clothing, pants, shorts, shirts, swimwear, jackets and caps	75/351587	7/28/98	2,243,744	5/4/99

[SEAL]

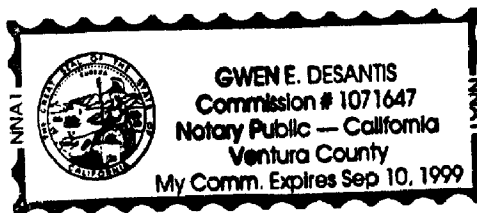
STATE OF California)

COUNTY OF Ventura) ss

On June 4, 1999, before me, Gwen E. DeSantis, Notary Public, personally appeared Diane L. Becker, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(~~ies~~), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.


Signature



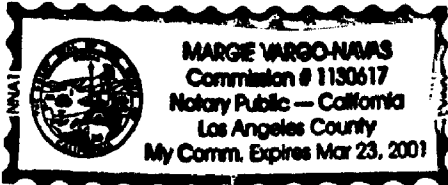
[SEAL]

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

STATE OF CALIFORNIA)
) ss.
COUNTY OF LOS ANGELES)

On June 8, 1999, before me, Margie Vargo-Navas, Notary Public
DATE NAME, TITLE OF OFFICER, E.G. JANE DOE, NOTARY PUBLIC
personally appeared Thomas Sigurdson

☐ personally known to me - ~~OR~~ ☐ ~~proved to me on the basis of satisfactory evidence~~ to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.



Witness my hand and official seal

Margie Vargo-Navas
Signature of Notary

OPTIONAL SECTION

CAPACITY CLAIMED BY SIGNER

Though statute does not require the Notary to fill in the data below, doing so may prove invaluable to persons relying on the document

- ☐ - INDIVIDUAL
- ☒ - CORPORATE Vice president
OFFICERS TITLE(S)
- ☐ - PARTNERS ☐ LIMITED ☐ GENERAL
- ☐ - ATTORNEY-IN-FACT
- ☐ - TRUSTEE(S)
- ☐ - GUARDIAN/CONSERVATOR
- ☐ - OTHER: _____

SIGNER IS REPRESENTING:

NAME OF PERSON(S) OR ENTITY(IES):

Foothill Capital Corporation

THIS CERTIFICATE MUST BE ATTACHED TO THE DOCUMENT DESCRIBED AT RIGHT:

Though the data requested here is not required by law, it could prevent fraudulent reattachment of this form

TITLE OR TYPE OF DOCUMENT _____

Amendment Number One To Trademark Security Agreement

NUMBER OF PAGES 4

DATE OF DOCUMENT 6/1/99

SIGNER(S) OTHER THAN NAMED ABOVE:

Gwen E. DeSantis