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To the Honorable Commissioner of Patents

12-07-1999



101216152

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

P. 13

1. Name of conveying party(ies):

BUGLE BOY INDUSTRIES, INC.

- ☐ 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 Three to Trademark Security Agreement

Execution Date: November 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: 90045

- ☐ 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 I.

B. Trademark Registration No.(s)

Please see attached Schedule I.

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. LathropStreet Address: 550 South Hope StreetCity: Los Angeles State: CA ZIP: 900716. Total number of applications and registrations involved: 77. Total fee (37 CFR 3.41).....\$ 190.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

12/07/1999 DC0ATES 00000023 75336903

DO NOT USE THIS SPACE

SI FC:481



Signature and signature.

40.00 OP
150.00 OP

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
Signature12/02/99
DateTotal number of pages including cover sheet, attachments, and document: 6Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK
REEL: 001996 FRAME: 0005

SCHEDULE 1
TO AMENDMENT NUMBER THREE TO
TRADEMARK SECURITY AGREEMENT

TRADEMARK	CL.	GOODS	APPL. SERIAL NO.	APPL. DATE	REGISTR. NUMBER	REGISTR. DATE
BB Golf®	25	Shirts and caps	75/336903	8/6/97	2,268,194	8/10/99
Bugle Boy Exclusive Golf®	25	Clothing, namely, shorts, pants, shirts, vests, jackets and sweaters.	75/501505	6/12/98	2,284,124	10/5/99
	25	Clothing, namely, pants, shorts, and jeans.	75/057349	2/13/97	2,269,924	8/10/99
Gold Crest Millennium Series™	25	Clothing, namely, pants, shorts, jeans, and, shirts,.	75/776013	8/13/99		
User Friendly™	25	Clothing, namely, pants, shorts, shirts and jeans.	75/776014	8/13/99		
011111010000™	25	Clothing, namely, shirts, pants, jeans and shorts.	75/769495	8/6/99		
	25	Clothing, namely, pants, shirts, shorts, jackets, vests and sweaters.	75/813959	10/1/99		

**AMENDMENT NUMBER THREE TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER THREE TO TRADEMARK SECURITY AGREEMENT, dated as of November 1, 1999 (the "Amendment") is delivered pursuant to Section 6 of that certain Trademark Security Agreement, dated as of April 23, 1999, as heretofore amended (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.

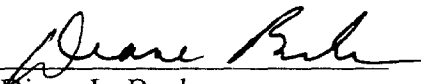
Debtor and Secured Party hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

Debtor 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.

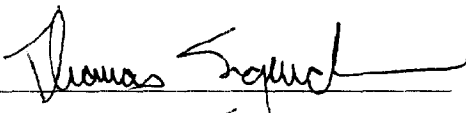
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this
Amendment Number Three to Trademark Security Agreement as of the date first written above.

BUGLE BOY INDUSTRIES, INC.

By: 
Diane L. Becker
Senior Vice President

**FOOTHILL CAPITAL CORPORATION, as
Agent**

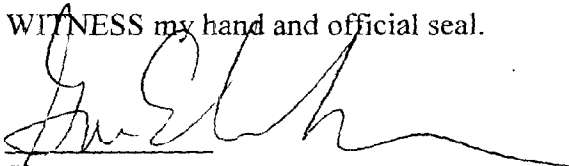
By: 
Name: Thomas Sigurdson
Title: Vice President

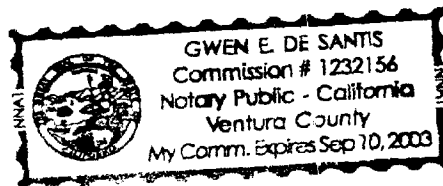
STATE OF California)

COUNTY OF Ventura) ss

On November 5, 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



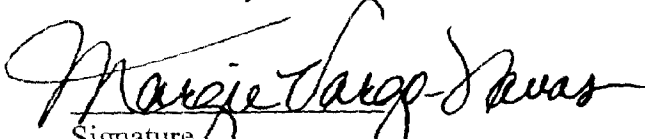
[SEAL]

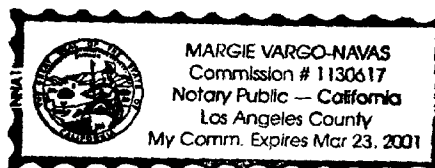
STATE OF CALIFORNIA)

COUNTY OF LOS ANGELES) ss



On November 17, 1999, before me, Margie Vargo-Navas, Notary Public, personally appeared Thomas Sigurdson, 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



SCHEDULE 1
TO AMENDMENT NUMBER THREE TO
TRADEMARK SECURITY AGREEMENT

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