

02-22-2000

P. 62

FORM PTO-1594

(Rev. 6-93)

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

RECORD

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101272169

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings = = =

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

WIGLE BOY INDUSTRIES, INC.

2400 Hacienda Road

Simi Valley, CA 93065

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State California☐ OtherAdditional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

3. Nature of conveyance:

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

Execution Date: February 1, 2000

2. Name and address of receiving party(ies)

FOOTHILL CAPITAL CORPORATION

Name: AS AGENT

Internal Address: Suite 1500

Street Address: 1111 Santa Monica Boulevard

City: Los Angeles State: CA ZIP: 90069-3338

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

Refund Ref:
02/22/2000 DCOATES 0000090197Additional numbers attached? ☒ Yes ☐ No

B. Trademark Registration No.(s)

Please see attached Schedule 1.

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

Name: BROBECK, PILLEGER & HARRISON LLP

Internal Address:

Attn: Kimberley A. Lathrop

Street Address: 550 South Hope Street

City: Los Angeles State: CA ZIP: 90071

6. Total number of applications and registrations involved:

15

7. Total fee (37 CFR 3.41).....\$390.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

02/22/2000 DCOATES 00000058 2291559

DO NOT USE THIS SPACE

01 FC:481

Signature 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
Signature


02-10-00




Date

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK
REEL: 002024 FRAME: 0283

**SCHEDULE 1
TO AMENDMENT NUMBER FOUR TO
TRADEMARK SECURITY AGREEMENT**

New Registrations	Date	Reg. No.
1 BUGLE BOY CLASSIC JEANS®	11/09/99	2,291,559
2 BB ATHLETIC ORIGINAL®	01/04/00	2,305,207
3 CLASSIC CHALLENGE®	12/07/99	2,298,537
4 CLASSICS CHALLENGE®	12/07/99	2,298,536
5 LIBERATION JEAN®	12/21/99	2,302,862
6 DRAGON SEVEN®	10/26/99	2,289,318
7 	12/19/99	1,572,658

New Filings	Date	Serial No.
8 7M CONTINENTAL™	11/08/99	75/861187
9 7M15™	01/07/00	75/892341
10 7M25™	01/07/00	75/892342
11 7M30™	01/07/00	75/891741
12 7M40™	01/07/00	75/891739
13 7M95™	01/07/00	75/891740
14 	11/12/99	75/847797
15 	11/12/99	75/847796
16 	(New)	

**AMENDMENT NUMBER FOUR TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER FOUR TO TRADEMARK SECURITY AGREEMENT, dated as of February 1, 2000 (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 Four 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

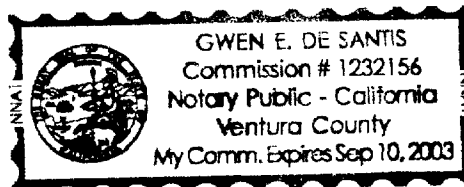
By: Thomas Sigurdson
Name: Thomas Sigurdson
Title: Vice President

STATE OF California)
) ss
COUNTY OF Ventura)

On February 3, 2000, before me, Gwen E. De Santis, 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.

Gwen E. De Santis
Signature



[SEAL]

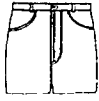



STATE OF _____)
) ss
COUNTY OF _____)

On February __, 2000, before me, _____, Notary Public, personally appeared _____, 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 FOUR TO
TRADEMARK SECURITY AGREEMENT**

New Registrations	Date	Reg. No.
1 BUGLE BOY CLASSIC JEANS®	11/09/99	2,291,559
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14 	11/12/99	75/847797
15 	11/12/99	75/847796
16 	(New)	

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

On February 3, 2000, before me, Margie Vargo-Navas, Notary Public
DATE NAME, TITLE OF OFFICER, E.G. JANE DOE, NOTARY PUBLIC
personally appeared Thomas Sigurdson
NAMES OF SIGNER(S)

☒ 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 No. Four To Trademark Agreement

NUMBER OF PAGES _____

DATE OF DOCUMENT _____

SIGNER(S) OTHER THAN NAMED ABOVE:

