

FORM PTO-1594

(Rev. 6-93)

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

RE

06-30-2000



SHEET

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U.S. DEPARTMENT OF COMM
Patent and Trademark

Tab settings = = =

101394938

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

1. Name of conveying party(ies):

BUGLE BOY INDUSTRIES, INC.

2900 Madera Road

Simi Valley, CA 93065 *MD 5.24.00*

- ☐ 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 Five to Trademark Security AgreementExecution Date: May 1, 2000

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: 90035

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

If assignee is not domiciled in the United States, a domestic representative design 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: 57. Total fee (37 CFR 3.41).....\$ 140.00☒ 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

01 EE:481

40.00 OP

02 FC:482

100.00 OP

9. 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 Signing

Kimberley A. Lathrop

Signature

05-22-00

Date

Total number of pages including cover sheet, attachments, and document: 4Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box AssignmentsTRADEMARK
REEL: 002094 FRAME: 0273

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

New Registration	Date	Reg. No.
SURF SHACK®	January 11, 2000	2,307,763

New Filings	Date	App. No.
BOY MEETS GIRL™	February 4, 2000	75/909647
BUGLE BOY COMPANY STORE™	March 3, 2000	75/934724
EVERYDAY CLOTHES.EVERYDAY PRICES™	March 15, 2000	76/000621
710™	April 25, 2000	
719™	March 20, 2000	
720™	April 25, 2000	
722™	April 25, 2000	
729™	April 25, 2000	
730™	April 25, 2000	
731™	April 25, 2000	
732™	April 25, 2000	
739™	April 25, 2000	
741™	April 25, 2000	
749™	April 25, 2000	
751™	April 25, 2000	
759™	April 25, 2000	
769™	April 25, 2000	
770™	April 25, 2000	
771™	April 25, 2000	
772™	April 25, 2000	
779™	April 25, 2000	



TM

March 15, 2000	76/000624
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**AMENDMENT NUMBER FIVE TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER FIVE TO TRADEMARK SECURITY AGREEMENT, dated as of May 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.

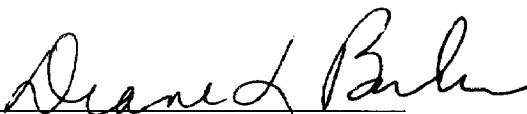
Debtor and Secured Party hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

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.

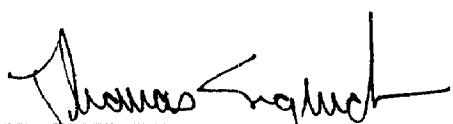
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment Number Five 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

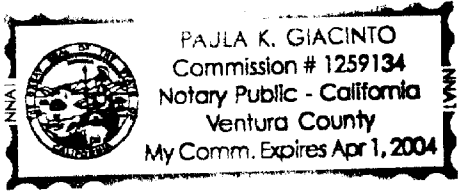
By: 
Name: Thomas Sigurdson
Title: Vice President

STATE OF California)
) SS
COUNTY OF Ventura)

On May ³1, 2000, before me, Paula K. Giacinto, Notary Public, personally appeared Diane J. Becker, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(x) whose name(x) 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(x), or the entity upon behalf of which the person(x) acted, executed the instrument.

WITNESS my hand and official seal.

Paula K. Giacinto
Signature



[SEAL]

STATE OF CALIFORNIA)
) SS
COUNTY OF LOS ANGELES)

On May 1, 2000, 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.

Margie Vargo-Navas
Signature



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