

FORM PTO-1594

(Rev. 6-93)

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

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U.S. DEPARTMENT OF COMM
Patent and Trademark

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To the Honorable Commissioner of Patents.

and original documents or copy thereof.

1. Name of conveying party(ies):

BUGLE BOY INDUSTRIES, INC.

2900 Madera Road

Simi Valley, CA 93065

8-25-00

☐ 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 Six to Trademark Security AgreementExecution Date: August 1, 2000

2. Name and address of receiving party(ies)

Name: FOOTHILL CAPITAL CORPORATION, AS AGENTInternal Address: Suite 3000WStreet Address: 2450 Colorado AvenueCity: Santa Monica State: CA ZIP: 90404☐ Individual(s) citizenship☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State California☐ OtherIf 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: 97. Total fee (37 CFR 3.41).....\$ 240.00☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

09/19/2000 RTHM11 00000102 235/073

DO NOT USE THIS SPACE

01 FC:481

02 FC:482

03 FC:483

40.00 DP

200.00 DP

10.00 DP

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 Signing

Kimberley A. Lathrop

Signature

08-1

Date

Total 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: 002141 FRAME: 0831

SCHEDULE 1
AMENDMENT NUMBER SIX TO
TRADEMARK SECURITY AGREEMENT

New Registration	Date	Reg. No.
7M Pocket Stitching	6/13/00	2,357,073
7M21	7/4/00	2,363,912
7M70	6/27/00	2,361,554
Bugle Boy Signature	7/4/00	2,365,039
Bugle Boy E-Jeans	7/18/00	2,369,455
Bugle Boy E-pparel	7/18/00	2,369,456

New Filings	Date	App. No.
744	5/31/00	76,060,577
705	5/31/00	76,060,578
BB Industries	7/10/00	76,087,087

**AMENDMENT NUMBER SIX TO
TRADEMARK SECURITY AGREEMENT**

THIS AMENDMENT NUMBER SIX TO TRADEMARK SECURITY AGREEMENT, dated as of August 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.

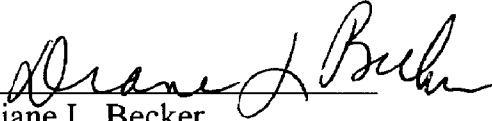
Debtor and Secured Party hereby agree that the Trademark Collateral listed on Schedule 1 attached hereto shall be and become part of the Trademark Collateral referred to in the Trademark Security Agreement and Schedule A attached thereto and shall secure all Obligations.

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.

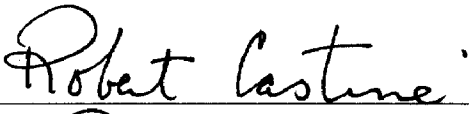
[Signature page follows.]

IN WITNESS WHEREOF, the parties hereto have duly executed this Amendment Number Six 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: Robert Castine
Title: Vice President

STATE OF California)
COUNTY OF Ventura) SS

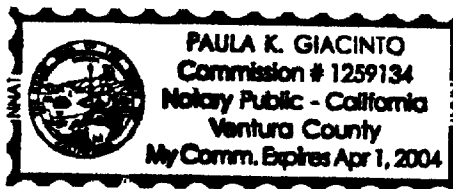
On August ² 1, 2000, before me, Paula K. Giacinto, Notary Public, personally appeared Diane J. Becker, personally known to me (~~or proved to me on the basis of satisfactory evidence~~) to be the person(s) whose name(s) is/~~are~~ subscribed to the within instrument and acknowledged to me that he/~~she~~/they 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.

Paula K. Giacinto

Signature

[SEAL]



STATE OF California)
COUNTY OF Los Angeles) SS

Suzanne Witkowsky
Notary Public

On August 1, 2000, before me, Suzanne Witkowsky, Notary Public, personally appeared Robert Castine, 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.

Suzanne Witkowsky

Signature



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