

*Handwritten initials/signature*

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102722952

ne attached original documents or copy thereof.

1. Name of conveying party(ies):  
Sweat Equity Laboratories, LLC  
1 Martin Avenue  
South River, New Jersey 08882

- Individual(s)
- General Partnership
- Corporation-State:
- Other limited liability company

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

2. Name and address of receiving party(ies):

Name: The CIT Group/Comemrcial Services, Inc.

Internal Address: \_\_\_\_\_

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State New York
- 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

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other \_\_\_\_\_
- Merger
- Change of Name

Execution Date: April 8, 2004

4. Application Number(s) or registration number(s):

A. Trademark Application.(s)  
SEE ATTACHED SCHEDULE B

B. Trademark registration No.(s)  
SEE ATTACHED SCHEDULE B

Additional numbers attached?  Yes  No

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

Name: \_\_\_\_\_ Attn: Penelope J.A. Agodoa

Internal Ad Federal Research Company, LLC

1030 15th Street, NW, Suite 920

Washington, DC 20005

202.783.2700

Street Address: \_\_\_\_\_

City: \_\_\_\_\_ State: \_\_\_\_\_ ZIP: \_\_\_\_\_

6. Total number of applications and registrations involved: \_\_\_\_\_

4

7. Total fee (37 CFR 3.41): ..... \$ 115.00

- 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

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*

Francella H. Ashby  
Name of Person Signing

*Francella H. Ashby*  
Signature

April 13, 2004  
Date

04/19/2004 6TOM11 00000059 78380348

Total number of pages including coversheet, attachments and document: 14

01 FC:0521 40.00 OP  
02 FC:0522 75.00 OP

Mail documents to be recorded with required coversheet information to:  
Commissioner of Patents & Trademarks, Box Assignments  
Washington, D.C. 20231

**PAGE 2 OF TRADEMARK RECORDATION FORM COVER SHEET**

ADDITIONAL NAME OF CONVEYING PARTY:

F-50, LLC  
1 Martin Avenue  
South River, New Jersey 08882

**SCHEDULE B TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN  
PATENTS,  
TRADEMARKS AND LICENSES  
between  
SWEAT EQUITY LABORATORIES, LLC  
and  
THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**U.S. TRADEMARKS**

Matter/Subcase Trademark	Status Country Name	Application Class(es)	Registration Number/Date	Number/Date
DERELIKT	028069-0003-1213/ United States of America	Pending 25	78/170762 03-Oct-2002	
KINGPIN	United States of America		78/205627	21-Jan-2003

File No	Case Type	Status	Trademark	Application No.	Application Date	Class	Owner
S8355	USE	PEN	G UNIT CLOTHING COMPANY NEW YORK CITY (Design)	78/380,348	Mar/08/2004	Intl: 25	F-50, LLC.
S8356	USE	PEN	"GU" G UNIT HEAVY WEIGHT RAW MATERIALS BUILT TO LAST	78/380,405	Mar/08/2004	Intl: 25	F-50, LLC.
S8390	USE	PEN	"G" (Design)	78/386,980	Mar/18/2004	Intl: 35	F-50, LLC.
S8391	USE	PEN	"G" (Design)	78/386,992	Mar/18/2004	Intl: 25	F-50, LLC.

**SCHEDULE C TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN  
PATENTS,  
TRADEMARKS AND LICENSES  
between  
SWEAT EQUITY LABORATORIES, LLC  
and  
THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**U.S. LICENSES**

<u>Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
	<b><u>NONE</u></b>	

**AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN  
PATENTS, TRADEMARKS AND LICENSES**

THIS AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 8 day of April, 2004 by and among **SWEAT EQUITY LABORATORIES, LLC**, a New Jersey limited liability company, with its principal place of business at 1 Martin Avenue, South River, New Jersey 08882 ("Sweat"), **F-50, LLC.**, a New Jersey limited liability company with a principal place of business at 1 Martin Avenue, South River, N.J. 08882 ("F-50") (Sweat and F-50, herein collectively referred to as the "Company"), and **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT"), with offices at 1211 Avenue of the Americas, New York, New York 10036, CIT as agent for Lenders (in such capacity, the "Agent").

**W I T N E S E T H:**

WHEREAS, the Company, the various other credit parties named therein, Agent and Lenders are parties to an Amended and Restated Financing Agreement dated as of April 8, 2004 pursuant to which Agent and Lenders may make certain loan and advances to the Company, all as further set forth in the loan and security documents executed in connection herewith, dated of even date herewith (as the same may be amended, restated supplemented or otherwise modified from time to time, the "Financing Agreement");

WHEREAS, the Company and Agent are parties to that certain GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (as amended, restated, supplemented or otherwise modified from time to time, the "Original Trademark Security Agreement"), pursuant to which the Company granted to Agent, for itself and for the ratable benefit of Lenders, a security interest in all of Company's Intellectual Property Collateral (as defined herein) to secure payment and performance of all Obligations under that certain Financing Agreement dated as of December 20, 2002 (as previously amended, restated, supplemented or otherwise modified from time to time, the "Original Financing Agreement") by and among the Company, the various other credit parties named therein, Agent and certain of the Lenders, and the Company has guaranteed the payment thereof to Agent for the benefit of the Lenders pursuant to the guaranty dated as of December 20, 2002, as amended and restated dated as of September 13, 2003 (as the same may be further amended, supplemented and modified from time to time, the "Guaranty");

WHEREAS, the Company and the various other credit parties named in the Original Financing Agreement have requested that the Original Financing Agreement be amended and restated in its entirety pursuant to the terms of the Financing Agreement;

WHEREAS, the Company has granted to Agent, for itself and for the ratable benefit of Lenders, a security interest in certain of the Company's assets, including, without limitation, its trademarks, trademark applications and/or registrations, tradenames, goodwill and licenses, and, if applicable, any patents, patent applications and/or registrations, all as more fully set forth herein, in the Guaranty and in the Financing Agreement, all to secure the payment and performance of the Obligations;

WHEREAS, as a condition precedent to the amendment and restatement of the Original Financing Agreement and the extension of credit thereunder, the Company is required to amend and restate the Original Trademark Security Agreement, to, among other things, confirm and ratify the Company's' grant to Agent for the benefit of the Lenders under the Original Trademark

Security Agreement of a continuing security interest in the Intellectual Property Collateral (as defined herein) to secure all Obligations under the Financing Agreement and Guaranty;

WHEREAS, this Agreement is supplemental to provisions contained in the Financing Agreement;

NOW, THEREFORE, in consideration of the premises and mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, in order to induce Agent and the Lenders to amend and restate the Original Financing Agreement as aforesaid and to make loans to the Company pursuant to the Financing Agreement, the Company agrees with Agent, for the benefit of the Lenders that the Original Trademark Security Agreement be, and the same hereby is amended and restated in its entirety as set forth above and as follows (and, in the case of attachments, in the forms attached hereto):

1. **Definitions.** Capitalized terms used herein and defined in the Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.

2. **Grant of Security Interest.** To secure the payment of the "Obligations" (as defined in the Agreement), the Company hereby ratifies, confirms and acknowledges its prior grant of a security interest to Agent pursuant to the Original Trademark Security Agreement and hereby further grants to Agent for its benefit and the benefit of Lenders a continuing first priority security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):

- (i) Trademarks, trademark registrations, recordings and/or applications, tradenames, trade styles, service marks, prints and labels on which any of the foregoing have or may appear, designs, general intangibles pertaining to any of the foregoing, including, without limitation, the trademarks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (ii) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");
- (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");

- (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral;
- (v) Any and all of the Company's rights and interests in any of the foregoing as they relate to the Company's Accounts, Inventory, Equipment and General Intangibles, or any Collateral bearing any of the foregoing, including without limitation the right to sell Inventory, goods and property bearing or covered by any of the foregoing Intellectual Property; and
- (vi) All cash and non-cash proceeds, royalties and income of the foregoing, including without limitation any amounts obtained pursuant to any infringement action.

The Company hereby acknowledges, confirms and agrees that Agent, on behalf of itself and Lenders, has and shall continue to have a continuing security interest in and upon all Intellectual Property Collateral heretofore granted to Agent pursuant to the Original Trademark Security Agreement and that this Agreement does not constitute a novation of the Original Trademark Security Agreement.

3. **Agent's Rights.** Upon the occurrence of any Event of Default hereunder, Agent shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. Agent will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of Agent upon the occurrence of any Event of Default hereunder, Agent shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to Agent concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event Agent exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from Agent to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by Agent of the rights provided by this Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon Agent or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This agreement will not operate to place upon Agent any duty or responsibility to maintain the Intellectual Property Collateral.

4. **Fees.** The Company will pay all filing fees with respect to the security interest created hereby which Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.

5. **Representations and Warranties.** The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby, the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral. The Company agrees not to take any action inconsistent with the terms and intent hereof, provided that the Company may enter into licensing agreements in the ordinary course of its business on fair and reasonable terms, provided further that no Event of Default (as defined herein below) has occurred and that any such agreement does not adversely effect Agent's rights and interests hereunder. The Company hereby further agrees to provide notice to Agent of any hereafter acquired Intellectual Property Collateral, provided that any such Collateral shall be automatically subject to the terms hereof and provided that the Company shall take any such additional action as Agent shall reasonably request with respect thereto.

6. **Application of Proceeds.** The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by Agent in connection with such sale and the exercise of Agent's rights and remedies hereunder and under the Financing Agreement; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations in accordance with the terms of the Financing Agreement; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.

7. **Defense of Claims.** The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of Agent therein. The Company agrees to reimburse Agent for all costs and expenses incurred by Agent in defending any such action, claim or proceeding.

8. **Rights Cumulative.** This Agreement shall be in addition to the Financing Agreement and Guaranty and shall not be deemed to affect, modify or limit the Financing Agreement or the Guaranty or any rights that Agent and Lenders have under the Financing Agreement and Guaranty. The Company agrees to execute and deliver to Agent (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this agreement including, but not limited to, financing statements under the Uniform Commercial Code.

9. **Construction and Invalidity.** Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted here from, but shall not invalidate the remaining provisions hereof.

10. **CHOICE OF LAW.** THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE LAWS OF THE STATE OF NEW YORK. THIS AGREEMENT TOGETHER WITH THE AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND AGENT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, AGENT AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND AGENT EACH HEREBY EXPRESSLY



**WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.**

11. **Events of Default.** Any of the following constitutes an Event of Default under this agreement:

- (i) The Company fails to perform or observe any agreement, covenant or condition required under this agreement;
- (ii) Any warranty or representation made by Company, in this agreement shall be or becomes false or misleading in any material respect; or
- (iii) The occurrence of any Event of Default under the agreement which is not waived in writing by Agent and Lenders.

12. **Notices.** The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give Agent written notice in the manner provided in the Agreement of:

- (i) any claim by a third party that the Company has infringed on the rights of a third party;
- (ii) any suspected infringement by a third party on the rights of the Company; or
- (iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.

13. **Further Assurances.** The Company will take any such action as Agent may reasonably require to further confirm or protect Agent's rights under this Agreement in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to Agent a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.

14. **Termination.** This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment in cash of all Obligations of the Company thereunder. Upon the Company's request, Agent shall within a reasonable time after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are reasonably necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

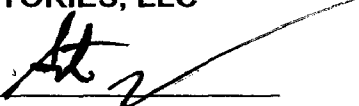
15. **The Agent.** Each reference herein to any right granted to, benefit conferred upon, or power exercisable, exercised, or action taken by, the Agent shall be deemed to be a reference to the right granted to, benefit conferred upon, and power exercisable, exercised, and action taken by, the Agent in its capacity as Agent for the benefit of the Lenders, all as more fully set forth in the Financing Agreement.

**[remainder of page intentionally left blank]**

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the 8<sup>th</sup> day of April, 2004.

Company:

**SWEAT EQUITY LABORATORIES, LLC**

By: 

Title: President

**F-50, LLC.**

By: 

Title: President

Agreed and Accepted this  
8<sup>th</sup> DAY OF APRIL, 2004

**THE CIT GROUP/COMMERCIAL SERVICES,  
INC., as Agent**

By: 

Title: V.P.

## IRREVOCABLE POWER OF ATTORNEY

**SWEAT EQUITY LABORATORIES, LLC**, a New Jersey limited liability company all with their principal place of business at 1 Martin Avenue, South River, New Jersey 08882 ("Sweat"), **F-50, LLC**, a New Jersey limited liability company with a principal place of business at 1 Martin Avenue, South River, N.J. 08882 ("F-50") (Sweat and F-50, herein collectively referred to as the "Company"), hereby grants to **THE CIT GROUP/COMMERCIAL SERVICES, INC.**, a New York corporation ("CIT"), with offices at 1211 Avenue of the Americas, New York, New York 10036, CIT as agent for Lenders (CIT in such capacity "Agent"), the exclusive Irrevocable Power of Attorney to transfer to Agent or to any designee of Agent all Intellectual Property Collateral listed on the Schedules attached to the Amended and Restated Grant of Security Interest in Patents, Trademarks and Licenses (the "Agreement"), dated as of the date hereof, between the Company and Agent including, without limitation, all patents, patent applications and/or registrations, trademarks, trademark applications and/or registrations, and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall last for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to Agent and Lenders are outstanding under the Financing Agreement, dated on or about the date hereof, among the Company, various other credit parties named therein, Agent and Lenders.
2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;
3. The Power of Attorney granted herein shall only be exercisable by Agent after the occurrence of an Event of Default under the Financing Agreement among the Company, the various other credit parties named therein, Agent and Lenders; and
4. Agent shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by Agent and Lenders of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of Agent and Lenders. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 8th day of April, 2004.

Company:

**SWEAT EQUITY LABORATORIES, LLC**

By: [Signature]

Title: President

**F-50, LLC.**

By: [Signature]

Title: President

STATE OF New York )

)  
COUNTY OF New York

On April 2nd, 2004, before me, the undersigned, a notary public in and for said State, personally appeared Seth Gensberg known to me to be the President of Sweat Equity Laboratories, LLC the limited liability company that executed the within instrument, and acknowledged to me that such limited liability company executed the within instrument pursuant to its operating agreement and a resolution of its board of managers.

**WITNESS** my hand and official seal.

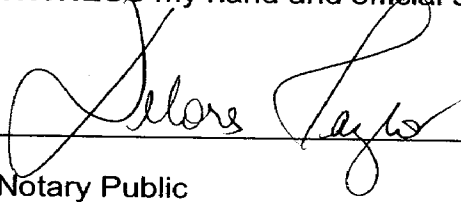
[Signature]  
Notary Public

**DELORES TAYLOR**  
Notary Public, State of New York  
Reg. No. 01TA6010553  
Qualified in Nassau County  
My Commission Expires July 20, 2006

STATE OF New York ,  
)  
COUNTY OF New York ,

On April 2nd, 2004, before me, the undersigned, a notary public in and for said State, personally appeared Seth Ganzberg known to me to be the President of F-t LLC, the limited liability company that executed the within instrument, and acknowledged to me that such limited liability company executed the within instrument pursuant to its operating agreement and a resolution of its board of managers.

**WITNESS** my hand and official seal.

  
\_\_\_\_\_  
Notary Public

**DELORES TAYLOR**  
Notary Public, State of New York  
Reg. No. 01TA6010553  
Qualified in Nassau County  
My Commission Expires July 20, 2006

**SCHEDULE A TO AMENDED AND RESTATED GRANT OF SECURITY INTEREST IN  
PATENTS,  
TRADEMARKS AND LICENSES  
between  
SWEAT EQUITY LABORATORIES, LLC  
and  
THE CIT GROUP/COMMERCIAL SERVICES, INC.**

**U.S. PATENTS**

<u>Title</u>	<u>Patent No.</u>	<u>Issue Date</u>
	<b><u>NONE</u></b>	