

01-23-2006

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Form PTO-1594 (Rev. 07/05)
OMB Collection 0651-0027 (exp. 6/30/2008)



U.S. DEPARTMENT OF COMMERCE
United States Patent and Trademark Office

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TRADEMARKS ONLY

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies):

GM Design Group Ltd.

- Individual(s)
- General Partnership
- Corporation- State: New York
- Other _____
- Association
- Limited Partnership

Citizenship (see guidelines) U.S.A.

Additional names of conveying parties attached? Yes No

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: GMAC Commercial Finance LLC

Internal

Address: _____

Street Address: 1290 Avenue of the Americas

City: New York

State: New York

Country: U.S.A. Zip: 10104

- Association Citizenship _____
- General Partnership Citizenship _____
- Limited Partnership Citizenship _____
- Corporation Citizenship _____
- Other limited liability Citizenship Delaware

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)

3. Nature of conveyance /Execution Date(s) :

Execution Date(s) August 31, 2004

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)
See annexed Exhibit A

B. Trademark Registration No.(s)
See annexed Exhibit A

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

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

Name: Otterbourg, Steindler, Houston & Rosen, P.C.

Internal Address: Attention: Cathleen A. Pellegrino,
Legal Assistant

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-661-9100 ext. 310

Fax Number: 212-682-6104

Email Address: cpellegrino@oshro.com

6. Total number of applications and registrations involved:

11

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 290.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

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ASSIGNMENTS DIV

9. Signature:

Cathleen A. Pellegrino
Signature

1-24-06
Date

Cathleen A. Pellegrino, Legal Assistant

Name of Person Signing

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

15

01/25/2006 BRYNE 00000173 2100290

01 FC:8521
02 FC:8522

Documents recorded (including cover sheet) should be faxed to (571) 273-0140, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARKS AND APPLICATIONS

Trademark	Issue Date	Registration Number
w♀myn	August 21, 2001	2480290
Pleinair	May 29, 1984	1279932
Freeway	December 6, 1988	1515470
Alex Garfield Garfield & Marks	May 29, 2001	2454414
Garfield & Marks	February 11, 2003	2686159
GMDG GM Design Group	August 6, 2002	2603581
Clothes That Fit Your Life	October 22, 2002	2638817
Ryan Scott	March 18, 2003	2698611
Enough About Me	July 27, 2004	2867216
Options Garfield & Marks	Approved – to be published for opposition	
by womyn	Approved – to be published for opposition	

TRADEMARK AND PATENT SECURITY AGREEMENT

AGREEMENT made as of the 31st day of August, 2004, between **GM DESIGN GROUP LTD.** having its chief executive office at 525 Seventh Avenue, Seventh Floor, New York, New York 10018 ("**Debtor**"), and **GMAC COMMERCIAL FINANCE LLC**, having an office at 1290 Avenue of the Americas, New York, New York 10104, as agent ("**Secured Party**").

A. SECURITY INTEREST.

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto, and the patents and applications therefor described in Schedule B annexed hereto and made a part hereof; and

WHEREAS, Secured Party, as agent for certain lenders, has agreed to enter into or has entered into financing arrangements with Debtor, pursuant to a Loan and Security Agreement dated as of August 31, 2004 (the "**Loan Agreement**") and various documents, instruments, notes, mortgages, guaranties and agreements delivered contemporaneously herewith in connection therewith (all of the foregoing, together with this Agreement, as the same may now exist or may hereafter be amended, modified, renewed, extended or supplemented, are collectively referred to herein as the "**Agreements**").

NOW, THEREFORE, in order to induce Secured Party to enter into the Agreements and in consideration thereof, Debtor hereby grants to Secured Party a security interest in:

(a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, trade dress and service marks; and all designs of a like nature; and all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, or in any other countries, and all reissues, extensions and renewals thereof, including those trademarks, terms, design and applications described in Schedule A hereto (the "**Trademarks**"); the goodwill of the business appurtenant to each of the Trademarks;

(b) all of Debtor's now existing or hereafter acquired right, title and interest in and to: all of Debtor's interests in any patents; all applications, registrations and recordings relating to such patents in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof, any political subdivision thereof and all reissues, extensions and renewals thereof, including, without limitation, those patents, applications, registrations and recordings described in Schedule B hereto (the "**Patents**"); and

(d) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks, Patents or any

licenses with respect thereto (all of the foregoing are collectively referred to herein as the "Collateral").

B. OBLIGATIONS SECURED.

The security interests granted to Secured Party in this Agreement shall secure the prompt and indefeasible payment and performance of all "Obligations" as defined in the Loan Agreement (the "Obligations").

C. WARRANTIES AND COVENANTS.

Debtor hereby covenants, represents and warrants, all of such covenants, representations and warranties being continuing in nature so long as any of the Obligations are outstanding, that:

1. To the best of Debtor's knowledge, after due investigation, Debtor owns sole, full, and clear title to all of the existing Collateral that is registered with the United States Patent and Trademark Office (the "Registered Collateral"), and has the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Registered Collateral as valid, subsisting and registered trademarks and patents including without limitation the execution and filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever except (a) those granted hereunder, (b) those granted to Factors (as defined in the Loan Agreement), and (c) the licenses, if any, which are specifically described in Schedule C hereto.

2. Except as permitted by the Loan Agreement, Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except to Secured Party, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

3. Debtor will, at Debtor's expense, perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Registered Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral signed only by Secured Party. Debtor further authorizes Secured Party to have this or any other similar Security Agreement filed with the U.S. Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

4. Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral following an Event of Default (as defined in the Loan Agreement) pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

5. Secured Party may, in its sole discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to maintain and preserve the Collateral, defend, protect, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to, all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed a borrowing by Debtor from Secured Party, and shall be payable on demand together with interest at the rate set forth in the Agreements and shall be part of the Obligations secured hereby.

6. As of the date hereof, Debtor does not have any Trademarks or Patents registered, or subject to pending applications, in the U.S. Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedules A and B annexed hereto.

7. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark or Patent with the U.S. Patent and Trademark Office or any similar office or agency in the United States or any state therein within thirty (30) days of such filing. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents, and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark or Patent.

8. Except as disclosed in writing to Secured Party, Debtor has not abandoned any of the Trademarks or Patents material to the conduct of Debtor's business and Debtor will not do any act, nor omit to do any act, whereby such Trademarks or Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable except as would not materially affect Secured Party's interest and as Debtor determines in its reasonable judgment is necessary to the operation of its business. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording of such Trademarks or Patents may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable except as would not materially affect Secured Party's interest and as Debtor determines in its reasonable judgment is necessary to the operation of its business.

9. Debtor will render any assistance, as Secured Party may determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks or Patents material to the conduct of Debtor's business as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings except as would not materially affect Secured Party's interest and as Debtor determines in its reasonable judgment is necessary to the operation of its business.

10. Debtor will promptly notify Secured Party if Debtor has actual knowledge of any use by any person (other than an affiliate of Debtor) that is a Loan Party under the Loan Agreement) of any term or design likely to cause confusion (in Debtor's reasonable judgment) with any material Trademark or of any use by any person of any other process or product which

infringes upon any material Patent or Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks or Patents.

11. Debtor assumes all responsibility and liability arising from Debtor's use of the Trademarks or Patents and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark and Patent or out of the manufacture, promotion, labelling, sale or advertisement of any such product by Debtor (or any subsidiary thereof) or out of any alleged infringement by any Trademark or Patent of the intellectual property rights of any party.

D. EVENTS OF DEFAULT.

An Event of Default, as such term is defined in the Loan Agreement, shall constitute an Event of Default under this Agreement.

E. RIGHTS AND REMEDIES.

Upon the occurrence of and during the continuance of any Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under law, the Agreements or otherwise, and after expiration of any applicable grace period, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

1. Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto or any Patent for any purpose whatsoever. Secured Party may make use of any Trademarks or Patents for the sale of goods or rendering of services in connection with the enforcement of any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

2. Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its sole discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

3. Secured Party may assign, sell, or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations, except that Secured Party agrees to provide Debtor with ten (10) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in Secured Party's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition. In any such event, Debtor shall be liable for any deficiency.

4. In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to subparagraph E.3 hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in subparagraph C.5 hereof, one or more instruments of assignment of the Trademarks or Patents (or any application, registration, or recording relating thereto), in form suitable for filing, recording or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees.

5. Secured Party may apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral first to the reasonable costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel, and other expenses which may be incurred by Secured Party. Thereafter, Secured Party shall apply any remaining proceeds to the Obligations in accordance with the Loan Agreement. Debtor shall remain liable to Secured Party for any expenses or Obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at the rate set forth in the Agreements.

6. In the event that any such license, assignment, sale or disposition of the Collateral (or any part thereof) is made after the occurrence of an Event of Default, Debtor shall supply to Secured Party or Secured Party's designee Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks or to which the Patents relate and Debtor's customer lists and other records relating to the Trademarks and Patents and the distribution thereof.

Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, this Agreement, the other Agreements or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

F. MISCELLANEOUS.

1. Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

2. All notices, requests and demands to or upon the respective parties hereto shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telecopy (fax), telex or telegram, immediately upon receipt; if by any overnight delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands are to be given or made to the respective parties

at the following addresses (or to such other addresses as either party may designate by notice in accordance with the provisions of this paragraph):

If to Debtor: **GM DESIGN GROUP LTD.**
525 Seventh Avenue, Seventh Floor
New York, New York 10018
Attn: Mr. Edward M. Jones III

If to Secured Party: **GMAC COMMERCIAL FINANCE LLC**
1290 Avenue of the Americas
New York, New York 10104
Attn: Mr. Kevin McGarry, EVP

3. In the event any term or provision of this Agreement conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

4. In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Agreement.

5. This Agreement shall be binding upon, and inure to the benefit of, the parties hereto and their respective legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by Debtor and Secured Party.

6. The security interest granted to Secured Party pursuant hereto shall terminate, and the Collateral will be reassigned to Debtor, at Debtor's sole expense, upon termination of the Loan Agreement and indefeasible payment in full to Secured Party of all Obligations thereunder.

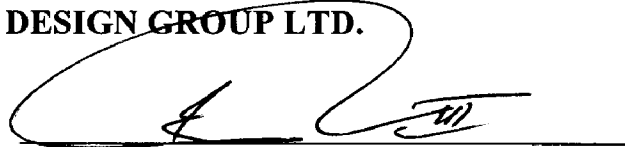
7. The validity, interpretation and effect of this Agreement shall be governed by the laws of the United States of America and the laws of the State of New York. Debtor hereby irrevocably submits and consents to the nonexclusive jurisdiction of the State and Federal Courts located in the State of New York and any other State where any Collateral is located with respect to any action or proceeding arising out of this Agreement, the Obligations or any matter arising therefrom or relating thereto. In any such action or proceeding, Debtor waives personal service of the summons and complaint or other process and papers therein and agrees that the service thereof may be made by mail directed to Debtor at its chief executive office set forth herein or other address thereof of which Secured Party has received notice as provided herein, service to be deemed complete five (5) days after mailing, or as permitted under the applicable rules of any of said Courts. Any such action or proceeding commenced by Debtor against Secured Party will be litigated only in a Federal Court located in the Southern District of New York, or a New York State Court located in New York County, and Debtor waives any objection based on forum non conveniens and any objection to venue in connection therewith.

8. The parties hereto waive trial by jury in any action or proceeding of any kind or nature in any court whether arising out of, under or by reason of this Agreement, the other Agreements or any matter or proceeding relating thereto.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

GM DESIGN GROUP LTD.

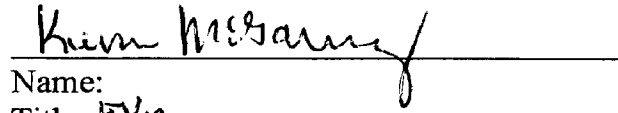
By:



Name: Edward M. Jones III
Title: Chief Executive Officer

GMAC COMMERCIAL FINANCE LLC

By:



Name:
Title: *EVP*

STATE OF)
) ss.:
COUNTY OF)

On this 27th day of August, 2004, before me personally came Edward M. Jones III, to me known, who being duly sworn, did depose and say, that he is the Chief Executive Officer of **GM DESIGN GROUP LTD.**, the corporation described in and which executed the foregoing instrument and that he executed said instrument by order of the Board of Directors of said corporation.

Milton H. Hussett

Notary Public

MILTON H. HUSSETT
Notary Public, State of New York
No. 31-01HU4936822
Qualified in New York County
Commission Expires July 8, 2006

STATE OF)
) ss.:
COUNTY OF)

On this 27th day of August, 2004, before me personally came Kevin McGarry, to me known, who being duly sworn, did depose and say, that he is the Executive Vice President of **GMAC COMMERCIAL FINANCE LLC**, the limited liability company described in and which executed the foregoing instrument and that he is authorized to execute said instrument on behalf of said company.

Terese L. Solomone

Notary Public

Commission Expires July 8, 2004

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF)
) ss.:
COUNTY OF)

KNOW ALL MEN BY THESE PRESENTS, that **GM DESIGN GROUP LTD.**, having an office at 525 Seventh Avenue, Seventh Floor, New York, New York 10018 (hereinafter "**Debtor**"), hereby appoints and constitutes **GMAC COMMERCIAL FINANCE LLC**, ("**Secured Party**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor at any time after the occurrence and during the continuance of an Event of Default (as such term is defined in the Security Agreement referred to below):

1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Secured Party, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Debtor in and to any trademarks or patents and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

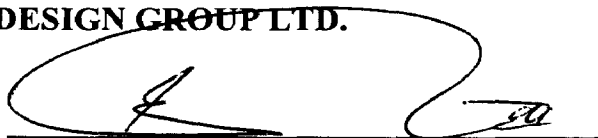
2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its sole discretion, deems necessary or advisable to further the purposes described in paragraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark and Patent Security Agreement between Debtor and Secured Party dated of even date herewith (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all Debtor's "**Obligations**", as such term is defined in the Security Agreement.

Dated as of August 31, 2004

GM DESIGN GROUP LTD.

By: _____



Name: Edward M. Jones III
Title: Chief Executive Officer

SCHEDULE A

TO

TRADEMARK AND PATENT SECURITY AGREEMENT

TRADEMARKS AND APPLICATIONS

Trademark	Issue Date	Registration Number
w♀myn	August 21, 2001	2480290
Pleinair	May 29, 1984	1279932
Freeway	December 6, 1988	1515470
Alex Garfield Garfield & Marks	May 29, 2001	2454414
Garfield & Marks	February 11, 2003	2686159
GMDG GM Design Group	August 6, 2002	2603581
Clothes That Fit Your Life	October 22, 2002	2638817
Ryan Scott	March 18, 2003	2698611
Enough About Me	July 27, 2004	2867216
Options Garfield & Marks	Approved – to be published for opposition	
by womyn	Approved – to be published for opposition	

SCHEDULE B

TO

TRADEMARK AND PATENT SECURITY AGREEMENT

PATENTS AND APPLICATIONS

SCHEDULE C

TO

TRADEMARK AND PATENT SECURITY AGREEMENT

PERMITTED LICENSES

The Collateral is subject to security interests in favor of banks and factors of the Corporation.