

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Amendment to Reel/Frame 002654/0001

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Jaclyn, Inc.		06/28/2010	CORPORATION: DELAWARE

**RECEIVING PARTY DATA**

<b>Name:</b>	TD Bank, N.A.
<b>Street Address:</b>	1000 MacArthur Boulevard
<b>City:</b>	Mahwah
<b>State/Country:</b>	NEW JERSEY
<b>Postal Code:</b>	07430
<b>Entity Type:</b>	Association: NEW JERSEY

**PROPERTY NUMBERS Total: 18**

Property Type	Number	Word Mark
Registration Number:	3286257	ROUDELAN
Registration Number:	3286165	LINDSAY-LYN
Registration Number:	3286164	NUIT ROUGE
Registration Number:	3256449	JACLYNINTIMATES
Registration Number:	3256448	JACLYNKIDZ
Registration Number:	3247636	JACLYNINTIMATES
Registration Number:	2091425	EMERSON ROAD
Registration Number:	2032129	SUSAN GAIL
Registration Number:	1806109	SUSAN GAIL
Registration Number:	1591085	MINIVILLE
Registration Number:	1561078	TOPSVILLE
Registration Number:	1257673	APPEL
Registration Number:	876584	I-APPEL
Registration Number:	784632	JACLYN U.S.A.

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Registration Number:	784057	SMART TIME
Serial Number:	77946008	SADDLE RIVER
Serial Number:	85052561	SHANE
Serial Number:	77861434	BONNIE BUBBLES

**CORRESPONDENCE DATA**

Fax Number: (202)408-3141  
*Correspondence will be sent via US Mail when the fax attempt is unsuccessful.*  
Phone: 800-927-9801 x2348  
Email: jpaterso@cscinfo.com  
Correspondent Name: Corporation Service Company  
Address Line 1: 1090 Vermont Avenue NW, Suite 430  
Address Line 2: Attn: Jean Paterson  
Address Line 4: Washington, DISTRICT OF COLUMBIA 20005

ATTORNEY DOCKET NUMBER:	442889
NAME OF SUBMITTER:	Jean Paterson
Signature:	/jep/
Date:	07/13/2010

Total Attachments: 8  
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**TD BANK, N.A., successor by merger to Hudson United Bank**

**Second Amendment to Confirmatory Trademark Security Agreement**

**BETWEEN**

**JACLYN, INC., as Borrower**

**AND**

**TD BANK, N.A., successor by merger to HUDSON UNITED BANK, as Secured Party**

This Second Amendment to Confirmatory Trademark Security Agreement made this 28<sup>th</sup> day of June 2010 by and between **JACLYN, INC.**, a Delaware corporation with its principal place of business at 197 W. Spring Valley Avenue, Maywood, New Jersey 07607-1730 (hereinafter, the "Borrower"), and **TD BANK, N.A.**, successor by merger to Hudson United Bank, a national association organized under the laws of the United States of America with offices located at 1000 MacArthur Boulevard, Mahwah, New Jersey 07430 (hereinafter, the "Bank").

**WITNESSETH:**

The Borrower is a party to a Restated Revolving Loan Agreement dated March 25, 2009 with the Bank (as the same has been or may be supplemented, modified, amended or restated from time to time, the "Loan Agreement") which is a restatement of a revolving loan agreement dated December 23, 2002 between the Borrower and Hudson United Bank, as subsequently amended by five (5) amendments to the revolving loan agreement (collectively, the "Original Loan Agreement") and a Restated General Security Agreement dated March 25, 2009 in favor of the Bank (as the same may be supplemented, modified, amended or restated from time to time, the "Security Agreement"), which is a restatement of a general security agreement dated December 23, 2002 between the Borrower and Hudson United Bank, pursuant to which, among other things, in order to secure all of the Borrower's Obligations as defined in the Loan Agreement, the Borrower pledged and granted to the Bank a present and continuing lien and security interest in and to (among other things), any and all of the Borrower's present and future general intangibles, including, without limitation, the Trademarks (as hereinafter defined).

The Confirmatory Trademark Security Agreement dated December 23, 2002 was recorded in the United States Patent and Trademark Office on January 2, 2003 in Reel/Frame No. 002654/0125 (the Confirmatory Trademark Security Agreement dated December 23, 2002, as amended by a first amendment to confirmatory trademark security agreement dated March 25, 2009, recorded in the United States Patent and Trademark Office on March 31, 2009 in Reel/Frame No. 3961/987 and as amended by this second amendment to confirmatory trademark security agreement, as the same may be supplemented, modified, amended or restated from time to time in the manner provided herein, is collectively referred to as, this "Agreement").

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**TRADEMARK**  
**REEL: 004240 FRAME: 0632**

The Borrower and the Bank have agreed to modify the terms and conditions of this Agreement pursuant to the terms and conditions of the Loan Agreement including, without limitation, modifying the lien and security interest in and to (among other things), any and all of the Borrower's present and future general intangibles including, without limitation, the Trademarks, trademark registrations and applications of the Borrower.

The Borrower and the Bank have entered into this Agreement and the Borrower has signed a Special Power of Attorney, which is attached hereto as **Schedule B**, in order to confirm the liens and security interests granted in such collateral and to permit the recordation of this Agreement and those liens and security interests with the appropriate governmental authorities, all upon the terms and provisions and subject to the conditions hereinafter set forth.

Accordingly, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Borrower, the Borrower hereby pledges, assigns, conveys, transfers, delivers and confirms to the Bank, and grants to the Bank, a present and continuing lien and security interest in and to any and all of the trademarks, trademark registrations and applications of the Borrower listed in **Schedule A** hereto (as the same may be amended pursuant hereto from time to time), including (without limitation) any and all renewals and extensions thereof (whether in whole or in part), any and all rights corresponding to any of the foregoing throughout the world, and the good will of the business to which each of those trademarks relates, in each case whether now existing or hereafter acquired or created, whether owned, individually, jointly or otherwise, together with the products and proceeds thereof (including any and all license royalties and the proceeds of infringement suits), all payments and other distributions with respect thereto and any renewals, continuations, modifications and extensions of any and all of the foregoing (all of the foregoing herein collectively referred to as, the "Trademarks").

The Borrower hereby authorizes the Bank to modify this Agreement (without the signature of the Borrower) by amending **Schedule A** hereto to include any and all future trademarks and trademark registrations, which are included as "Trademarks" above and as "Collateral" under (and as defined in) the Security Agreement, whenever acquired or created.

This Agreement is not intended, and shall not be deemed or construed, to supersede, diminish or change any of the terms or provisions of the Loan Agreement, the Security Agreement and the other Loan Documents (as defined in the Loan Agreement). This Agreement shall be governed and construed in accordance with all of the terms and provisions of the Loan Agreement, the Security Agreement and the other Loan Documents, and the Bank shall have all of the rights, powers, privileges and remedies granted by those terms and provisions, as if those terms and provisions were fully set forth herein. All of the Bank's rights, powers, privileges and remedies with respect to the Trademarks, whether established by this Agreement, the Loan Agreement, the Security Agreement, any other Loan Document or applicable law, shall be cumulative and may be exercised singularly or concurrently in such order and manner as the Bank may elect. This Agreement shall continue in full force and effect for so long as any obligations remain outstanding under the Loan Agreement, the Security Agreement and other

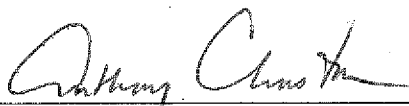
Loan Documents and the termination of the Loan Agreement, and may be terminated, modified, amended or restated only in a document executed by the Bank and the Borrower.

**IN WITNESS WHEREOF**, the parties hereto have executed and delivered this Agreement as of the date first written above.

WITNESS:

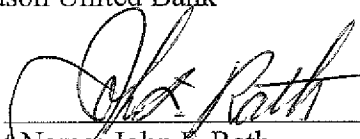
**JACLYN, INC.**



By:   
Print Name: Anthony Christon  
Print Title: Chief Financial Officer & Treasurer

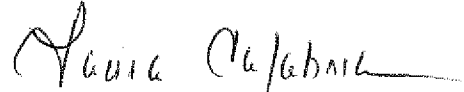
**TD BANK, N.A.**, successor by merger to  
Hudson United Bank



By:   
Print Name: John F. Rath  
Print Title: Senior Vice President

STATE OF NEW JERSEY    )  
                                  ): ss.:  
COUNTY OF BERGEN    )

On the 28<sup>th</sup> day of June 2010 before me personally came **ANTHONY CHRISTON**, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer and Treasurer of **JACLYN, INC.**, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.



Notary Public

LAURA CALABRIA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 29, 2011

STATE OF NEW JERSEY    )  
                                  ): ss.:  
COUNTY OF BERGEN    )

On the 28<sup>th</sup> day of June 2010 before me personally came **JOHN F. RATH** to me known, who, being by me duly sworn, did depose and say that he is a Senior Vice President of **TD BANK, N.A.**, successor by merger to Hudson United Bank, the bank described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said national bank.



Notary Public

LAURA CALABRIA  
NOTARY PUBLIC OF NEW JERSEY  
My Commission Expires Aug. 29, 2011

**SCHEDULE A**

<b><u>Trademark</u></b>	<b><u>Registration Number</u></b>
ROUDELAN	3286257
LINDSAY-LYN	3286165
NUIT ROUGE	3286164
JACLYN INTIMATES	3256449
JACLYNKIDZ	3256448
JACLYN INTIMATES (STYLIZED)	3247636
EMERSON ROAD	2091425
SUSAN GAIL	2032129
SUSAN GAIL	1806109
MINIVILLE	1591085
TOPSVILLE	1561078
SADDLE RIVER	77946008
APPEL	1257673
I-APPEL	876584
JACLYN U.S.A	784632
SMART TIME	784057
SHANE (STYLIZED)	85052561
BONNIE BUBBLES	77861434

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**SCHEDULE B**

**SPECIAL POWER OF ATTORNEY**

STATE OF NEW JERSEY    )  
  ): ss.:  
COUNTY OF BERGEN     )

KNOW ALL MEN BY THESE PRESENTS, that JACLYN, INC., a Delaware corporation with its principal place of business at 197 W. Spring Valley Avenue, Maywood, New Jersey 07607-1730 (hereinafter, the "Borrower"), pursuant to a Second Amendment to Confirmatory Trademark Security Agreement dated the date hereof (the "Agreement"), hereby constitutes and appoints TD BANK, N.A., successor by merger to Hudson United Bank, a national association organized under the laws of the United States of America with offices located at 1000 MacArthur Boulevard, Mahwah, New Jersey 07430 (hereinafter, the "Bank"), as its true and lawful attorney-in-fact, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower at any time and from time to time after the occurrence and during the continuance of an Event of Default, and subject to the other terms and conditions of the Loan Agreement, the Security Agreement and the other Loan Documents (all capitalized terms not defined herein shall have the meanings assigned to them in the Agreement):

1. Assign, sell or otherwise dispose of all right, title and interest in and to the trademarks, trademark registrations and applications of the Borrower listed on **Schedule A** of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to maintain the trademarks, trademark registrations and applications of the Borrower listed on **Schedule A** of the Agreement, and including those trademarks, trademark registrations and applications which are added to the same subsequent hereto, as the Bank may in its sole discretion determine to be necessary.

This power of attorney is made pursuant to the Agreement, dated the date hereof, between Borrower and Bank (i) is coupled with an interest and (ii) shall be irrevocable for the term of this

Agreement and thereafter as long as any obligations shall be outstanding under the Loan Agreement and the Security Agreement and the termination of the Loan Agreement.

JACLYN, INC.,  
a Delaware corporation

By: \_\_\_\_\_  
Print Name: Anthony Christon  
Print Title: Chief Financial Officer & Treasurer

STATE OF NEW JERSEY    )  
  ): ss.:  
COUNTY OF BERGEN     )

On the 28<sup>th</sup> day of June 2010 before me personally came **ANTHONY CHRISTON**, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer and Treasurer of **JACLYN, INC.**, the corporation described in and which executed the above instrument; and that he signed his name thereto by authority of the Board of Directors of said corporation.

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

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