



102165548

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings

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

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

1. Name of conveying party(ies):

Alfred Angelo, Inc.

4-2-02

- Individual(s) Association General Partnership Limited Partnership Corporation-State Other

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

3. Nature of conveyance:

- Assignment Merger Security Agreement Change of Name Other

Execution Date: 02/22/02

2. Name and address of receiving party(ies)

Name: First Union National Bank

Internal

Address:

Street Address: 2240 Butler Pike - PA 5414

Plymouth Meeting

City: State: PA Zip: 19462

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other National Association - Pennsylvania

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

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

A. Trademark Application No.(s) 75/274,375; 75/879,698; 75/879,699; 76/038,276

B. Trademark Registration No.(s) 2,013,239; 1,386,837; 1,365,681; 1,365,553

Additional number(s) attached Yes No

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

Name: Christopher M. Turk, Esquire

Internal Address:

Blank Rome Comisky & McCauley LLP

Street Address: One Logan Square

City: Philadelphia State: PA Zip: 19103

6. Total number of applications and registrations involved:

23

7. Total fee (37 CFR 3.41) \$ 590.00

- Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Christopher M. Turk, Esquire Name of Person Signing

Christopher M. Turk Signature

April 2, 2002 Date

12

Total number of pages including cover sheet, attachments, and document: 12 Mail documents to be recorded with required cover sheet information to: Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
CMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached (Designation must be a separate document from the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

76/103,316

0,951,412 0,528,964 0,764,344

1,041,940 1,294,563 1,310,180

1,637,283 1,971,484 2,191,890

2,434,765 2,440,157 2,364,654

1,947,122 1,356,556

**PATENTS, TRADEMARKS, COPYRIGHTS
AND LICENSES SECURITY AGREEMENT**
(Trademarks)

This Patents, Trademarks, Copyrights, and Licenses Security Agreement ("Agreement") is made as of the 22nd day of February, 2002, by ALFRED ANGELO, INC. (the "Company"), a Pennsylvania corporation, with its chief executive office located at 116 Welsh Road, Horsham, Pennsylvania 19044 and delivered to FIRST UNION NATIONAL BANK ("Lender"), having a mailing address of 2240 Butler Pike - PA 5414, Plymouth Meeting, Pennsylvania 19462.

BACKGROUND

A. This Agreement is being executed contemporaneously with that certain Amended and Restated Loan and Security Agreement of even date herewith by and among Company, the other Borrowers and Lender (as may hereafter be supplemented, restated, amended, superseded or replaced from time to time, the "Credit Agreement"), under which Company is granting Lender, a lien on and security interest in all of the assets of Company associated with or relating to products leased or sold or services provided under Company's patents, trademarks (and the goodwill associated therewith) and copyrights, and under which Lender is entitled to foreclose or otherwise deal with such assets, patents, patent rights, patent applications, goodwill, trademarks, trademark applications, service marks, service mark applications, trade names, copyrights, and copyright applications under the terms and conditions set forth therein. Capitalized terms not defined herein shall have the meanings given to such terms in the Credit Agreement.

B. Company has adopted, used and is using (or has filed applications and/or registrations of) the patents, patent rights, and patent applications (collectively, the "Patents"); trademarks, service marks, trade names, and service trade names (collectively, "Trademarks"); copyrights, and copyright applications and licenses (collectively, the "Copyrights"); and goodwill associated thereto ("Goodwill") listed on Schedule A attached hereto and made part hereof (all such Patents, Trademarks, Copyrights or Goodwill hereinafter referred to as the "Assets").

C. Pursuant to the Credit Agreement, Lender is acquiring a lien on, and security interest in, the Assets and the registration thereof, together with all the goodwill of Company associated therewith and represented thereby, as security for all Obligations, and desires to have its security interest in such Assets confirmed by a document identifying same and in such form that it may be recorded in the United States Patent and Trademark Office and United States Copyright Office, respectively.

NOW THEREFORE, with the foregoing Background hereinafter deemed incorporated by reference and made a part hereof, and in consideration of the premises and mutual promises herein contained, the parties hereto, intending to be legally bound hereby, covenant and agree as follows:

1. In consideration of and pursuant to the terms of the Credit Agreement and all other instruments, agreements and documents entered into in connection therewith (collectively, the "Credit Documents"), and for other good, valuable and sufficient consideration, the receipt of which is hereby acknowledged, and to secure the Obligations, Company grants a lien and security interest to Lender in

all of its present and future right, title and interest in and to the Assets, together with all the goodwill of Company associated with and represented by the Assets, and the registration thereof and the right (but not the obligation) to sue, following the occurrence of an Event of Default under the Credit Agreement, for past, present and future infringements, and the proceeds thereof, including, without limitation, license royalties and proceeds of infringement suits.

2. Company represents, warrants and covenants that:

(a) Company has the power and corporate authority to enter into this Agreement and perform its terms;

(b) Each of the Assets listed on Schedule A constitute all of the Assets, and all applications for any of the foregoing, now owned by Company. If, before all Obligations shall have been indefeasibly paid and satisfied in full and the Credit Agreement shall have been terminated, Company shall (i) obtain rights to any new patentable inventions, trademarks, trademark registrations, trade names, or copyrights or licenses, or (ii) become entitled to the benefit of any patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions of this Agreement shall automatically apply thereto and such patent or trademark application, trademark, trademark registration, copyright or copyright registration or application or license renewal, or patent for any reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent shall be deemed part of the Assets. Company shall give Lender prompt written notice thereof along with an amended Schedule A.

3. Company further covenants that until all Obligations have been indefeasibly paid and satisfied in full and the Credit Agreement is terminated, it will not enter into any agreement, including without limitation, license agreements or options, which is inconsistent with Company's obligations under this Agreement, except for agency, co-marketing and co-branding agreements.

4. Except during the continuance of an Event of Default under the Credit Agreement, Company shall continue to have the exclusive right to use the Assets and Lender shall have no right to use the Assets or issue any exclusive or non-exclusive license with respect thereto, or assign, pledge or otherwise transfer title in the Assets to anyone else.

5. If and while an Event of Default exists under the Credit Agreement, Company hereby covenants and agrees that Lender, as the holder of a security interest under the Uniform Commercial Code, as now or hereafter in effect in the Commonwealth of Pennsylvania, may take such action permitted under the Credit Documents or permitted by law, in its exclusive discretion, to foreclose upon the Assets covered hereby. During the existence of an Event of Default under the Credit Agreement, Company hereby authorizes and empowers Lender, its successors and assigns, and any officer or Lender of Lender as Lender may select, in its exclusive discretion, as Company's true and lawful attorney-in-fact, with the power to endorse Company's name on all applications, assignments, documents, papers and instruments necessary for Lender, to use the Assets or to grant or issue any exclusive or non-

exclusive license under the Assets to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Assets to anyone else including, without limitation, the power to execute a trademark assignment in the form attached hereto as **Exhibit 1**. Company hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms hereof, except for the gross negligence or willful misconduct of such attorney. This power of attorney shall be irrevocable for the life of this Agreement, the Credit Documents, and until all Obligations are indefeasibly paid and satisfied in full and the Credit Agreement is terminated.

6. This Agreement shall be subject to the terms, provisions, and conditions set forth in the Credit Agreement and may not be modified without the written consent of the parties hereto.

7. All rights and remedies herein granted to Lender shall be in addition to any rights and remedies granted under the Credit Documents. In the event of an inconsistency between this Agreement and the Credit Agreement, the language of the Credit Agreement shall control.

8. Upon Company's performance of all of the obligations under the Credit Documents and full and unconditional satisfaction of all Obligations, Lender shall execute and deliver to Company all documents reasonably necessary to terminate Lender's security interest in the Assets.

9. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including the reasonable attorneys' fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, reasonable counsel fees, maintenance fees, encumbrances or costs otherwise incurred in protecting, maintaining, preserving the Assets, or in defending or prosecuting any actions or proceedings arising out of or related to the Assets, or defending, protecting or enforcing Lender's rights hereunder, in each case in accordance with the terms of this Agreement, shall be borne and paid by Company on demand by Lender and until so paid shall be added to the principal amount of Obligations and shall bear interest at the otherwise applicable rate of interest prescribed in the Credit Agreement.

10. Company shall have the right to bring suit in its own name to enforce the Assets, in which event Lender may, if Company reasonably deems it necessary, be joined as a nominal party to such suit if Lender shall have been satisfied, in its sole discretion, that Lender is not thereby incurring any risk of liability because of such joinder. Company shall promptly, upon demand, reimburse and indemnify Lender for all damages, reasonable costs and expenses, including reasonable attorneys' fees, incurred by Lender in the fulfillment of the provisions of this paragraph.

11. During the existence of an Event of Default under the Credit Agreement, Lender may, without any obligation to do so, complete any obligation of Company hereunder, in Company's name or in Lender's name, but at Company's expense, and Company hereby agrees to reimburse Lender in full for all costs and expenses, including reasonable attorneys' fees, incurred by Lender in protecting, defending and maintaining the Assets.

12. No course of dealing among Companys and Lender nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder, shall operate as a waiver thereof, and all of Lender's rights and remedies with respect to the Assets, whether established hereby or by the Credit Documents, or by any other future agreements between Companys and Lender or by law, shall be cumulative and may be exercised singularly or concurrently.

13. The provisions of this Agreement are severable and the invalidity or unenforceability of any provision herein shall not affect the remaining provisions which shall continue unimpaired and in full force and effect.

14. This Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

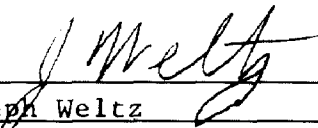
15. This Agreement shall be governed by and construed in conformity with the laws of the Commonwealth of Pennsylvania without regard to its otherwise applicable principles of conflicts of laws.

16. Company and Lender each waive any and all rights it may have to a jury trial in connection with any litigation, proceeding or counterclaim arising with respect to rights and obligations of the parties hereto or under the Credit Documents.

SIGNATURES ON FOLLOWING PAGE

IN WITNESS WHEREOF, the parties hereto have executed this Patents, Trademarks, Licenses and Copyrights Security Agreement the day and year first above written.

ALFRED ANGELO, INC.

By: 
Name: Joseph Weltz
Title: Vice President-Finance and Assistant Controller

Approved and Accepted:
FIRST UNION NATIONAL BANK

By: 
Name: Martin Costello
Title: Vice President

CORPORATE ACKNOWLEDGMENT

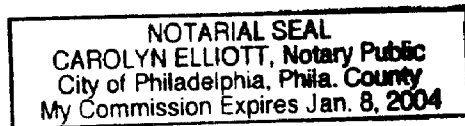
UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 22 of February, 2002, before me personally appeared Joseph Wultz to me known and being duly sworn, deposes and says that s/he is the Vice President of Alfred Angelo, Inc. the Company described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Carolyn Elliott

Notary Public

My Commission Expires:



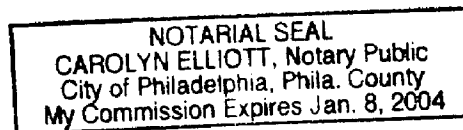
CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 22 day of February 2002, before me personally appeared Martin Costello to me known and being duly sworn, deposes and says that s/he is Vice President of First Union National Bank, the Lender described in the foregoing Agreement; that s/he signed the Agreement as such officer pursuant to the authority vested in him/her by law; that the within Agreement is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Carolyn Elliott
Notary Public

My Commission Expires:



SCHEDULE A**I. Current Registrations**

Trademark	Registration Number	Registration Date	Owner
Alfred Angelo	2,013,239	11/05/96	Alfred Angelo, Inc.
Piccione	1,386,837	03/18/86	Alfred Angelo, Inc.
Alfred Angelo	1,365,681	10/15/85	Alfred Angelo, Inc.
Michele Piccione (Stylized)	1,365,553	10/15/85	Alfred Angelo, Inc.
Piccione and Design	951,412	01/23/73	Alfred Angelo, Inc.
Alfred Angelo (Stylized)	528,964	08/15/50	Alfred Angelo, Inc.
Tina Michele	764,344	02/04/64	Alfred Angelo, Inc.
Marriage Marketing Services	1,041,940	06/22/76	Alfred Angelo, Inc.
Flirtations (Stylized)	1,294,563	09/11/84	Alfred Angelo, Inc.
Budget Bridals (Stylized)	1,310,180	12/18/84	Alfred Angelo, Inc.
Bridesmaid	1,637,283	03/05/91	Alfred Angelo, Inc.
Flirtations	1,971,484	04/30/96	Alfred Angelo, Inc.
Bridesmaid	2,,191,890	09/29/98	Alfred Angelo, Inc.
A Bride's Collection	2,434,765	03/13/01	Alfred Angelo, Inc.
NI and Design	2,440,157	04/03/01	Alfred Angelo, Inc.
Penny Edwards	2,364,654	07/04/00	Alfred Angelo, Inc.
Michele Vincent	1,947,122	01/09/96	Alfred Angelo, Inc.
Tina Michele	1,356,556	08/27/85	Alfred Angelo, Inc.

II. Pending Applications

Trademark	Application Number	Application Date	Owner
Alfred Angelo	75/274,375	04/14/97	Alfred Angelo, Inc.
The Bride's Studio	75/879,698	12/23/99	Alfred Angelo, Inc.
Alfred Angelo (The Bride's Studio)	75/879,699	12/23/99	Alfred Angelo, Inc.
Alfred Angelo (The Bride's Studio)	76/038,276	04/28/00	Alfred Angelo, Inc.
Alfred Angelo and Design	76/103,316	08/04/00	Alfred Angelo, Inc.

107337.01050/11026011v1

POWER OF ATTORNEY

ALFRED ANGELO, INC., a PENNSYLVANIA corporation ("Grantor"), hereby authorizes FIRST UNION NATIONAL BANK, its successors and assigns, and any officer or Lender thereof (collectively, the "Grantee") as Grantor's true and lawful attorney-in-fact, with the power to endorse Grantor's name on all applications, assignments, documents, papers and instruments necessary for Grantee to enforce and effectuate its rights under a certain Patents, Trademarks, Licenses and Copyrights Security Agreement between Grantor and Grantee dated the date hereof (as it may hereafter be supplemented, restated, superseded, amended or replaced, the "Agreement"), including, without limitation, the power to use the Assets (as defined in the Agreement) and listed on Schedule A attached hereto and made a part hereof, to grant or issue any exclusive or nonexclusive license under the Assets to anyone else, or to assign, pledge, convey or otherwise transfer title in or dispose of the Assets, in each case subject to the terms of the Agreement.


This Power of Attorney is given and any action taken pursuant hereto is intended to be so given or taken pursuant to and subject to the provisions of a certain Amended and Restated Loan and Security Agreement bearing even date herewith among Grantor and certain other parties as Companys and Grantee, as each document may be hereinafter supplemented, restated, superseded, amended or replaced.

Grantor hereby unconditionally ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof and in accordance with the terms of the Agreement.

This Power of Attorney shall be irrevocable for the life of the Agreement.

IN WITNESS WHEREOF, the Grantor has executed this Power of Attorney, under seal, this 22nd day of February, 2002.

ALFRED ANGELO, INC.

By: 
Name: Joseph Wertz
Title: VP Financial
and Assistant Controller

CORPORATE ACKNOWLEDGMENT

UNITED STATES OF AMERICA :
COMMONWEALTH OF PENNSYLVANIA : SS
COUNTY OF PHILADELPHIA :

On this 27 of February, 2002, before me personally appeared Joseph Wertz, to me known and being duly sworn, deposes and says that s/he is Vice President of Alfred Angelo, Inc., the Grantor described in the foregoing Power of Attorney; that s/he signed the Power of Attorney thereto as such officer pursuant to the authority vested in her/him by law; that the within Power of Attorney is the voluntary act of such corporation; and s/he desires the same to be recorded as such.

Carolyn Elliott
Notary Public

My Commission Expires:

NOTARIAL SEAL
CAROLYN ELLIOTT, Notary Public
City of Philadelphia, Phila. County
My Commission Expires Jan. 8, 2004

Commissioner of Patents and Trademarks
 April 2, 2002
 Page 2

Trademark	Registration No.	Registration Date
ALFRED ANGELO	2,013,239	November 5, 1996
PICCONE	1,386,837	March 18, 1986
ALFRED ANGELO	1,365,681	October 15, 1985
MICHELE PICCIONE (Stylized)	1,365,553	October 15, 1985
PICCIONE and Design	951,412	January 23, 1973
ALFRED ANGELO (Stylized)	528,964	August 15, 1950
TINA MICHELE	764,344	February 4, 1964
MARRIAGE MARKETING SERVICES	1,041,940	June 22, 1976
FLIRTATIONS (Stylized)	1,294,563	September 11, 1984
BUDGET BRIDALS (Stylized)	1,310,180	December 18, 1984
BRIDESMAID	1,637,283	March 5, 1991
FLIRTATIONS	1,971,484	April 30, 1996
BRIDESMAID	2,191,890	September 29, 1998
A BRIDE'S COLLECTION	2,434,765	March 13, 2001
NI and Design	2,440,157	April 3, 2001
PENNY EDWARDS	2,364,654	July 4, 2000
MICHELE VINCENT	1,947,122	January 9, 1996
TINA MICHELE	1,356,556	August 27, 1985