

12-30-2004



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Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005) Tab settings

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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.

12.03.04

1. Name of conveying party(ies):

BLOCK CORPORATION

- 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 Amendment

Execution Date: 3/16/04

2. Name and address of receiving party(ies)

Name: GMAC COMMERCIAL FINANCE LLC Internal Address: Street Address: 1290 Avenue of the Americas City: New York State: NY Zip: 10104

- Individual(s) citizenship Association General Partnership Limited Partnership Corporation-State Other limited liability company

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)

B. Trademark Registration No. (s) 1640549, 1282604, 0769209, 0801564, 1383484, 1406871

Additional number(s) attached Yes No

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

Name: Joseph Maksey Internal Address: Otterbourg, Steindler Street Address: 230 Park Avenue City: New York State: NY Zip: 10169

6. Total number of applications and registrations involved: 8

7. Total fee (37 CFR 3.41) \$ 215.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Joseph Maksey Name of Person Signing

Signature

12/29/04 Date

Total number of pages including cover sheet, attachments, and document: 5

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

12/30/2004 6T0N11 00000026 1640549

01 FC:8521 40.00 OP 02 FC:8522 175.00 OP

**SCHEDULE A (SUPPLEMENTAL)
TO TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

TRADEMARKS	SERIAL NUMBER	REGISTRATION NUMBER
American Trouser	73757484	1640549
Comfort-Waist	421857	1282604
Seminole	72151845	0769209
Sta-Smooth	72205102	0801564
Wowers	73549447	1383484
Wet-Set	73580634	1406871
Journey's End	74286565	1826972
Tivoli	75358162	2202838

**AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT**

This AMENDMENT NO. 1 TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (this "Amendment") is entered into as of March 16, 2004 by and among **BLOCK CORPORATION**, formerly known as **BLOCK SPORTSWEAR, INC.**, a Delaware corporation ("Debtor"), and **GMAC COMMERCIAL FINANCE LLC**, successor by merger to **GMAC COMMERCIAL CREDIT LLC**, a Delaware limited liability company, as agent (in such capacity, "Secured Party") under the "Security Agreement" as hereinafter defined.

WHEREAS, Borrower and Agent have entered into that certain Trademark Collateral Assignment and Security Agreement dated as of March 17, 2000 (as the same may now exist, or may hereafter be amended, restated, renewed, extended, supplemented, substituted, or otherwise modified, the "Security Agreement") pursuant to which Borrower granted a security interest in the "Collateral" as defined therein; and

WHEREAS, Debtor has informed Secured Party that, contemporaneously with the execution of this Amendment, it is acquiring additional Trademarks (as that term is defined in the Security Agreement); and

WHEREAS, under the terms of the Security Agreement, Debtor is obligated to 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 Trademarks;

NOW, THEREFORE, upon the mutual agreements and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Definitions.** Capitalized terms not otherwise defined herein shall have the meanings ascribed to such terms in the Security Agreement.

2. **Amendments to Security Agreement.** As of the effective date of this Amendment, the Security Agreement is hereby further amended as follows:

(a) All references to "Block Sportswear, Inc.," "Debtor," or terms of similar import contained anywhere in the Security Agreement are hereby amended and restated to mean and include "Block Corporation."

(b) All references to "GMAC Commercial Credit LLC, a New York limited liability company," "Secured Party," or terms of similar import contained anywhere in the Security Agreement are hereby amended and restated to mean and include "GMAC Commercial Finance LLC, a Delaware limited liability company."

(c) Schedule A (Supplemental) to this Amendment is hereby appended to Schedule A to the Security Agreement and fully incorporated therein.

3. **Condition to Effectiveness.** This Amendment shall be effective as of the date first written above upon Secured Party's receipt of an original of this Amendment duly executed by Debtor.

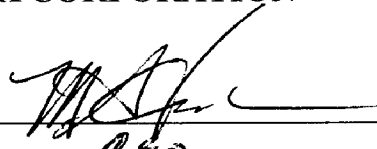
4. **Binding Effect.** This Amendment shall be binding upon and inure to the benefit of each of the parties hereto and their respective successors and assigns.

5. **Governing Law.** The rights and obligations hereunder of each of the parties hereto shall be governed by and interpreted and determined in accordance with the internal laws of the State of New York (without giving effect to principles of conflict of laws).

6. **Counterparts.** This Amendment may be signed in counterparts, each of which shall be an original and all of which taken together constitute one agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart signed by the party to be charged.

Each of the parties has signed this Amendment as of the day and year first above written.

BLOCK CORPORATION

By: 
Its: CEO

GMAC COMMERCIAL FINANCE LLC,
as Secured Party

By: Patrick S. Duffy
Its: SVP

STATE OF NEW YORK)
 ss.:)
COUNTY OF NEW YORK)

On this 16th day of March, 2004, before me personally came MICHAEL TURCICH, to me known, who, being duly sworn, did depose and say, that he is the President of BLOCK CORPORATION, the corporation described in and which executed the foregoing instrument.


Notary Public

MARIA L. CARUSO
Notary Public, State of New York
No. 41-482588
Qualified in Queens County
Commission Expires Jan. 31, 2007

STATE OF NEW YORK)
 ss.:)
COUNTY OF NEW YORK)

On this 16th day of March, 2004, before me personally came Patrick G. Doffy, to me known, who, being duly sworn, did depose and say, that he is the SVP of GMAC COMMERCIAL FINANCE LLC, the limited liability company described in and which executed the foregoing instrument.


Notary Public

MARIA L. CARUSO
Notary Public, State of New York
No. 41-482588
Qualified in Queens County
Commission Expires Jan. 31, 2007

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Tivoli	75358162	2202838

December 29, 2004

Page 2

cc: Richard L. Stehl, Esq.

RECEIPT ACKNOWLEDGED:

By: _____

Title: _____

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