

10-04-2006

DEPARTMENT OF COMMERCE
Patent and Trademark Office



RECOR
TR.

103316971

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

10.4.06

1. Name of conveying party(ies):

HB-GM Acquisition LLC

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

Citizenship (see guidelines) New York

Additional names of conveying parties attached? Yes No

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

Execution Date(s) April 6, 2006

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

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)

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

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

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

Additional sheet(s) attached? Yes No

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

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: 212-905-3665

Fax Number: 212-682-6104

Email Address: cpellegrino@oshr.com

6. Total number of applications and registrations involved:

14

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 365.00

- 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 _____

9. Signature:

Signature

Richard L. Stehl, Esq.

Name of Person Signing

10/3/06
Date

ASSIGNMENTS DIV

Total number of pages including cover sheet, attachments, and document: 14

10/04/2006 DBYRNE 00000163 78684870

01 FC:8521
02 FC:8522

Documents to be 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

TRADEMARK
REEL: 003403 FRAME: 0598

TRADEMARK SECURITY AGREEMENT

AGREEMENT made as of the 6th day of April, 2006, between **HB-GM ACQUISITION LLC** having its chief executive office at c/o Harve Benard Ltd., 205 West 39th Street, 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 ("**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 made a part hereof; and

WHEREAS, Secured Party has agreed to enter into or has entered into financing arrangements with Debtor, pursuant to a Term Loan A Note, a Term Loan B Note and a Term Loan C Note, each dated as of the date hereof (collectively, the "**Notes**"), a Purchase Agreement dated the date hereof (as amended or modified, the "**Purchase Agreements**") by and between Debtor and Secured Party 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 styles and service marks acquired by Debtor from Secured Party under the Purchase Agreement (as defined below); all designs and general intangibles of a like nature; all applications and registrations relating to the foregoing in the United States Patent and Trademark Office, 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**"); (b) the goodwill of the business symbolized by each of the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks 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 now existing and future obligations, liabilities and indebtedness of Debtor to Secured Party of every kind, nature and description, direct or indirect, absolute or contingent, whether arising under the Purchase Agreement, the Notes, this Agreement, any of the other Agreements, or any other agreement, document or instrument or by operation of law or otherwise, including, without limitation, "**Obligations**" as defined in each of the Notes (all the foregoing hereinafter referred to as "**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. Debtor will pay and perform all of the Obligations according to their terms.

2. All of the existing Collateral is valid and subsisting in full force and effect to Debtor's knowledge, and Debtor owns sole, full, and clear title thereto, and has the right and power to grant the security interests granted hereunder. Secured Party acknowledges that, as of the date hereof, Debtor is basing the foregoing representation and warranty on the representations and warranties made by Secured Party to Debtor under the Asset Purchase Agreement dated the date hereof between Debtor, as purchaser, and Secured Party, as seller (the "Purchase Agreement") Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks including without limitation the 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 the security interests granted hereunder and under the Factoring Agreement and related agreements between Debtor and Rosenthal & Rosenthal, Inc., and the licenses, if any, which are specifically described in Schedule B hereto.

3. 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 and Rosenthal & Rosenthal, Inc., or otherwise dispose of any of the Collateral without the prior written consent of Secured Party.

4. 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 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 Commissioner of Patents and Trademarks.

5. 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 pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

6. 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.

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

8. Debtor shall notify Secured Party in writing of the filing of any application for the registration of a Trademark with the United States Patent and Trademark Office 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.

9. Debtor has not abandoned any of the Trademarks material to the conduct of its business and, unless Debtor determines that any Trademark is not necessary for the conduct of Debtor's business, Debtor will not, without the prior written consent of Secured Party, which consent shall not be unreasonably withheld, do any act, nor omit to do any act, whereby the Trademarks may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if Debtor knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, unenforceable, avoided, or avoidable.

10. 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 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.

11. Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark or of any use by any person of any other process or product which infringes upon any 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 after consultation with reputable trademark counsel, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

12. Debtor assumes all responsibility and liability arising from the use of the Trademarks 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 or out of the manufacture, promotion,

labelling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

13. In any action or proceeding instituted by Secured Party in connection with any matters arising at any time out of or with respect to this Agreement, Debtor will not interpose any counterclaim of any nature other than a compulsory counterclaim.

D. EVENTS OF DEFAULT.

All Obligations shall, at Secured Party's option, become immediately due and payable without notice of demand upon the occurrence of any of the following events of default ("**Events of Default**"):

1. Debtor fails to pay or perform any Obligations when due.

2. Debtor defaults in the observance or performance of any agreements, covenants or conditions contained herein or in any of the Agreements or in any other document or instrument referred to herein or therein and such default continues for ten (10) days after Secured Party delivers written notice of such failure to Debtor.

3. Any present or future representation or warranty made by or on behalf of the Debtor, whether contained herein or in any of the other Agreements or in any other document or instrument referred to herein or therein in connection with any of the transactions contemplated herein or therein, shall be false or incorrect in any material respect.

4. Any other event of default pursuant to the Agreements shall have occurred, including, but not limited to, any event of default under the Notes.

E. RIGHTS AND REMEDIES.

Upon the occurrence of any such 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 grace period and acceleration of all amounts owing to Secured Party by Debtor under the Notes, 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. Upon the exercise of Secured Party's rights and remedies following the occurrence of an Event of Default, 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 for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

2. Upon the exercise of Secured Party's rights and remedies following the occurrence of an Event of Default, 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 twenty (20) days prior written notice of any proposed disposition of the Collateral. Secured Party shall have the power to buy 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 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 may apply any remaining proceeds to such of the Obligations as Secured Party may in its sole discretion determine. 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.

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, the Agreements, this Agreement, 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, for 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: **HB-GM ACQUISITION LLC**
c/o Harve Benard Ltd.
205 West 39th Street
New York, New York 10018
Attn: Mr. Harvey Schutzbank

If to Secured Party: **GMAC COMMERCIAL FINANCE LLC**
1290 Avenue of the Americas
New York, New York 101040
Attn: Eastern Regional Manager

3. In the event that any term or provision of this Agreement conflicts with any term or provision of any of the Notes, the term or provision of such Note 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 for 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 the party to be charged thereby.

6. The security interest granted to Secured Party shall terminate and the Collateral will be reassigned to Debtor, at Debtor's sole expense, upon termination of the Notes 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 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 rules of either 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.

HB-GM ACQUISITION LLC

By: Harry Schifano

Title: Sec'y

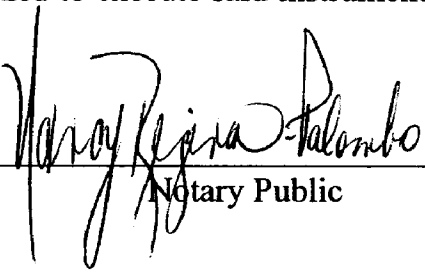
GMAC COMMERCIAL FINANCE LLC

By: Ken Murray

Title: VP

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

On this 6th day of April, 2006, before me personally came HARVEY SCHITZBAK
to me known, who being duly sworn, did depose and say, that he is the secretary
of **HB-GM ACQUISITION 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.

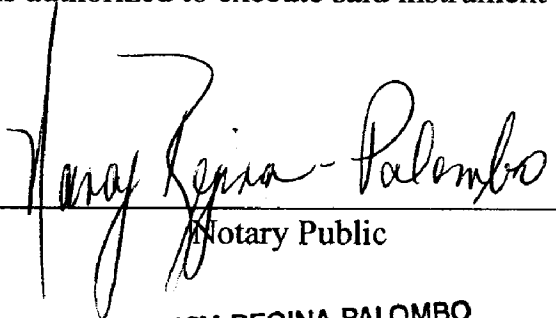


Notary Public

NANCY REGINA-PALOMBO
Notary Public, State Of New York
No. 01PA4772222
Qualified In Bronx County
Commission Expires 8/31/2006

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

On this 6th day of April, 2006, before me personally came Kevin McGarry
to me known, who being duly sworn, did depose and say, that he is the EVP
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.



Notary Public

NANCY REGINA-PALOMBO
Notary Public, State Of New York
No. 01PA4772222
Qualified In Bronx County
Commission Expires 8/31/2006

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that **HB-GM ACQUISITION LLC**, having an office at c/o Harve Benard Ltd., 205 West 39th Street, 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:

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 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 _____, 2006

HB-GM ACQUISITION LLC

By: _____

Title: _____

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

On this ____ day of _____, 2006, before me personally came _____,
to me known, who being duly sworn, did depose and say, that he is the _____
of **HB-GM ACQUISITION 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.

Notary Public

SCHEDULE A
to
TRADEMARK SECURITY AGREEMENT

Trademarks and Applications

Trademark	Serial Number	Filings Date
iAlex Alex Garfield	78684870	August 3, 2005
iAlex Alex Garfield	78700136	August 25, 2005
Area	78602410	April 5, 2005
Jeanerosity	78543398	January 6, 2005
Womyn	2480290	August 21, 2001
Plein Air	1279932	May 29, 1984
Alex Garfield Garfield & Marks	2454414	May 29, 2001
Garfield & Marks	2686159	February 11, 2003
GMDG GM Design Group	2603581	August 6, 2002
Clothes That Fit Your Life	2638817	October 22, 2002
Ryan Scott	2698611	March 18, 2003
Enough About Me	2867216	July 27, 2004
Options Garfield & Marks	2922044	February 1, 2005
by Womyn	2901795	November 9, 2004

SCHEDULE B
to
TRADEMARK SECURITY AGREEMENT

Permitted Licenses

None

SCHEDULE A
to
RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

Trademarks and Applications

Trademark	Trademark Application Number	Filings Date
iAlex Alex Garfield	78684870	August 3, 2005
iAlex Alex Garfield	78700136	August 25, 2005
Area	78602410	April 5, 2005
Jeanerosity	78543398	January 6, 2005

Trademark	Trademark Serial Number	Filings Date
Womyn	2480290	August 21, 2001
Plein Air	1279932	May 29, 1984
Alex Garfield Garfield & Marks	2454414	May 29, 2001
Garfield & Marks	2686159	February 11, 2003
GMDG GM Design Group	2603581	August 6, 2002
Clothes That Fit Your Life	2638817	October 22, 2002
Ryan Scott	2698611	March 18, 2003
Enough About Me	2867216	July 27, 2004
Options Garfield & Marks	2922044	February 1, 2005
by Womyn	2901795	November 9, 2004