

LOAN AND SECURITY AGREEMENT

Bank of America, N.A.
The Lender

September __, 2010

THIS AGREEMENT (this "**Agreement**") is made between

Bank of America, N.A. (the "**Lender**"), with offices at 100 Federal Street, 9th Floor,
Boston, Massachusetts 02110,

and

Urban Brands, Inc. (in such capacity, the "**Lead Borrower**"), a Delaware corporation with its principal executive offices at 100 Metro Way, Secaucus, New Jersey 07094, as agent for itself and those Persons listed on **EXHIBIT A** annexed hereto (the Lead Borrower and those Persons being referred to herein individually, as a "**Borrower**" and collectively, as the "**Borrowers**") in consideration of the mutual covenants contained herein and benefits to be derived herefrom,

WITNESSETH:

Article 1 - Definitions:

All capitalized terms used herein and not otherwise defined have the same meaning herein as in the Pre-Petition Credit Agreement (as defined below). In addition, as used herein, the following terms have the following meanings or are defined in the section of this Agreement so indicated:

"**Availability Block**": \$1,500,000.00.

"**Availability Reserves**": Such reserves as are reflected on the Borrowing Base Certificate annexed hereto as Schedule 5.4, as well as such additional reserves, implemented upon three (3) days prior notice to the Borrowers, as the Lender from time to time determines in the Lender's discretion as being appropriate to reflect the impediments to the Lender's ability to realize upon the Collateral, as and when determined by the Lender to be applicable to the Borrowers.

"**Bank of America**": Bank of America, N.A., and its successors and assigns.

"**Bankruptcy Code**": Title 11, U.S.C., as amended from time to time.

"**Bankruptcy Case**": As applicable, (a) the jointly-administered Chapter 11 cases of the Borrowers commenced on September __, 2010, currently pending in the Bankruptcy Court, and being administered under Case No. _____, or (b) the individual Chapter 11 case of a specific Borrower commenced on such date and pending in the Bankruptcy Court.

"**Bankruptcy Court**": The United States Bankruptcy Court for the District of Delaware.

"Bankruptcy Recoveries": Any claims and causes of action to which any Borrower may be entitled to assert by reason of any avoidance or other power vested in or on behalf of the Borrower or the estate of the Borrower under Chapter 5 of the Bankruptcy Code and all recoveries and settlements thereof, (i) to the full amount of any such recovery or settlement thereof to the extent arising under Section 549 of the Bankruptcy Code, and (ii) in an amount necessary to reimburse the Lender for the amount of the Carve Out, if any, used to finance the pursuit of such recovery or settlement with respect to all Bankruptcy Recoveries.

"Base Margin Rate": Means the Prime Rate plus seven percent (7%) per annum.

"Bidding Procedures Filing Date": Is defined in Section 8.6.

"Bidding Procedures Motion": Is defined in Section 8.6.

"Bidding Procedures Order": Is defined in Section 8.6.

"Bidding Procedures Order Entry Date": Is defined in Section 8.6.

"Borrower" and **"Borrowers"**: Are defined in the Preamble to this Agreement and include, without limitation, those New Borrowers which become Borrowers hereafter in the manner provided in this Agreement.

"Borrowing Base": The aggregate of the following:

(i) The Appraised Inventory Percentage of the Appraised Inventory Liquidation Value.

Plus

(ii) The face amount of Eligible Credit Card Receivables multiplied by the Credit Card Advance Rate.

Plus

(iii) One hundred percent (100%) of all unrestricted cash on deposit by the Borrowers with Bank of America or another financial institution acceptable to the Lender.

Plus

(iv) Cash collateral consisting of the actual collected cash balance of funds held in a so-called "escrow & exchange" account at Bank of America, less: (a) 10% of the Stated Amount of all outstanding L/C's issued under this Agreement, or (b) 5% of the Stated Amount of all outstanding L/C's issued prior to the commencement of the Bankruptcy Case and which are deemed re-issued under this Agreement.

Minus

(v) Availability Reserves.

Minus

(vi) The Availability Block.

"Borrowing Base Certificate": As defined in the Pre-Petition Credit Agreement.

"Borrowing Order": The Interim Borrowing Order, the Final Borrowing Order, or an order (in form and substance acceptable to the Lender in its sole discretion) entered by the Bankruptcy Court in the Bankruptcy Case authorizing the credit facility contemplated by this Agreement, which shall not have been stayed, modified in an adverse manner (as determined by the Lender in its sole discretion), or appealed from by any party in interest.

"Budget": The Borrowers' 13 week cash flow projection, in form and substance satisfactory to the Lender, in the Lender's sole and exclusive discretion, reflecting on a line-item basis anticipated sales, cash receipts, inventory levels, and expenditures for the subject period, which Budget may be amended, supplemented, modified or extended from time to time solely with the written consent of the Lender. The initial Budget is annexed hereto as Exhibit C.

"Business Day": Any day other than (a) a Saturday or Sunday; (b) any day on which banks in Boston, Massachusetts, generally are not open to the general public for the purpose of conducting commercial banking business; or (c) a day on which the principal office of the Lender is not open to the general public to conduct business.

"Cash Collateralize": With respect to any L/C, to pledge and deposit with or deliver to the Lender, as cash collateral, an amount equal to 105% of the Stated Amount of such L/C, which cash collateral shall be maintained in a DDA with the Lender. Derivatives of such term have corresponding meanings.

"Carve-Out": As defined in a Borrowing Order.

"Closing Commitment Fee": Is defined in Section 2.14.

"Closing Date": September __, 2010.

"Collateral": Is defined in Section 9.1.

"Collateral Interest": Any interest in property to secure an obligation, including, without limitation, a security interest, mortgage, and deed of trust.

"Commercial Tort Claim": As defined in the UCC.

"Concentration Account": Is defined in Section 7.1.

"Contractual Obligation": As to any Person, any provision of any agreement, instrument or other undertaking to which such Person is a party or by which it or any of its property is bound.

"Credit Card Advance Rate": Ninety percent (90%).

"Creditors' Committee": Any official committee of creditors formed, appointed or approved in the Bankruptcy Case pursuant to the Bankruptcy Code.

"Disclosure Statement": A disclosure statement filed in the Bankruptcy Case in connection with a Plan of Reorganization.

"Effective Date": September __, 2010

"Effect of Bankruptcy": With respect to any Contractual Obligation, contract or agreement to which any Borrower is a party, any default or other legal consequences arising solely (i) on account of filing the Bankruptcy Case (including the implication of the automatic stay), (ii) as a result of the rejecting of any such Contractual Obligation, contract or agreement with the Bankruptcy Court's approval, or (iii) as a consequence of the conditions and obligations imposed by the Bankruptcy Code and/or the Bankruptcy Rules.

"Eligible Credit Card Receivables": Under five Business Day accounts due on a non-recourse basis from major credit card processors and private label credit card processors.

"Eligible Inventory": All of the following: such of the Borrowers' retail Inventory (i) at such locations in the United States or the U.S. Virgin Islands (or Inventory in transit from one location of a Borrower to another location of the same or any other Borrower), and (ii) of such types, character, qualities and quantities, as the Lender in its reasonable discretion from time to time determines to be acceptable for borrowing, as to which Inventory, the Lender has a perfected security interest which is prior and superior to all security interests, claims, and Encumbrances (other than Permitted Encumbrances). Without limiting the foregoing the following types of Inventory shall not be Eligible Inventory: pre-sold merchandise, consigned merchandise, cut fabric, and direct ship merchandise.

"End Date": The date upon which all of the following conditions are met: (a) all payment Liabilities described in Section 14.2(a) have been paid in full and (b) all obligations of the Lender to make loans and advances and to provide other financial accommodations to the Borrowers hereunder shall have been irrevocably terminated and (c) those arrangements concerning L/C's which are described in Section 14.2(b) have been made.

"Events of Default": Is defined in Article 11. An "Event of Default" shall be deemed to have occurred and to be continuing unless and until that Event of Default has been duly cured or waived by the Lender.

"Excess Availability": As of any date of determination, the excess, if any, of (a) the lesser of (i) the Borrowing Base or (ii) the Revolving Credit Ceiling, over (b) the sum of (x) the Loan Account and the Stated Amount of L/Cs then outstanding on account of the Borrowers, and (y) overdrafts with respect to any bank accounts maintained by any of the Borrowers with Bank of America (or any successor thereto).

"Final Borrowing Order": A Borrowing Order of the Bankruptcy Court entered in the Bankruptcy Case after notice and a final hearing pursuant to Rule 4001(c) of the Federal Rules of Bankruptcy Procedure. The Final Borrowing Order shall be in form, scope and substance substantially similar to the Interim Borrowing Order and otherwise acceptable to the Lender and shall, among other matters but not by way of limitation, authorize the Borrowers to obtain credit, incur (or guaranty) the Liabilities, grant Encumbrances under this Agreement and the other Loan Documents, as the case may be, provide for the super priority of the Lender's claims, and be a Final Order.

"Final Order": An order or judgment of the Bankruptcy Court as entered on the docket of the Clerk of the Bankruptcy Court, that has not been reversed, stayed, modified or amended and as to which the time to appeal, petition for certiorari, reargue or seek rehearing has expired and no proceeding for certiorari, reargument or rehearing is pending or if an appeal, petition for certiorari, reargument, or rehearing has been sought, the order or judgment of the Bankruptcy Court has been affirmed by the highest court to which the order was appealed, from which the reargument or rehearing was sought, or certiorari has been denied and the time to take any further appeal or to seek certiorari or further reargument or rehearing has expired.

"Indemnified Person": Is defined in Section 15.13.

"Intercreditor Agreement": Collectively, (i) that certain Intercreditor Agreement dated as of December 8, 2004 among the Lead Borrower, the "Creditors" (as defined therein) and the Lender; (ii) that certain Intercreditor Agreement dated as of August 27, 2007 among the Lead Borrower, the "Creditors" (as defined therein) and the Lender; (iii) that certain Intercreditor Agreement dated as of February 13, 2008 among the Lead Borrower, the "Creditors" (as defined therein) and the Lender; (iv) that certain Intercreditor Agreement dated as of September 19, 2008 among the Lead Borrower, the "Creditors" (as defined therein) and the Lender; (v) that certain Intercreditor Agreement dated as of December 2, 2008 among the Lead Borrower, the "Creditors" (as defined therein) and the Lender, and (vi) that certain Intercreditor Agreement dated as of November 23, 2009 among the Lead Borrower, the "Creditors" (as defined therein) and the Lender, in each case,

executed and/or delivered in connection with the issuance of the Subordinated Notes, and as may be amended, restated or replaced from time to time.

"Interest Payment Date": The first day of each month; the Termination Date; and the End Date.

"Interest Period": The following:

(a) Subject to Subsection (b), below, the period commencing on the date of the making or continuation of such Revolving Credit Loan and ending on that date as of which the subject Revolving Credit Loan is paid by the Borrowers.

(b) Any Interest Period which would otherwise end on a day which is not a Business Day shall be extended to the next succeeding Business Day.

"Interim Borrowing Order": a Borrowing Order (substantially in the form annexed hereto as Exhibit B or such other form as is acceptable to the Lender in its sole discretion) which has been entered in the Bankruptcy Case prior to notice and a final hearing pursuant to Rule 4001(c) of the Federal Rules of Bankruptcy Procedure.

"Lead Borrower": Is defined in the Preamble to this Agreement.

"Lease": Any lease or other agreement, no matter how styled or structured, pursuant to which a Borrower is entitled to the use or occupancy of any space.

"Leasehold Interest": Any interest of a Borrower as lessee under any Lease.

"Lender": Is defined in the Preamble to this Agreement.

"Lender's Rights and Remedies": Is defined in Section 12.7.

"Liabilities": Includes, without limitation, the following:

(a) All and each of the following, whether now existing or hereafter arising under this Agreement or under any of the other Loan Documents:

(i) Any and all direct and indirect liabilities, debts, and obligations of each Borrower to the Lender, each of every kind, nature, and description.

(ii) Each obligation to repay any loan, advance, indebtedness, note, obligation, overdraft, or amount now or hereafter owing by any Borrower to the Lender (including all future advances whether or not made pursuant to a commitment by

the Lender), whether or not any of such are liquidated, unliquidated, primary, secondary, secured, unsecured, direct, indirect, absolute, contingent, or of any other type, nature, or description, or by reason of any cause of action which the Lender may hold against any Borrower.

(iii) All notes and other obligations of each Borrower now or hereafter assigned to or held by the Lender, each of every kind, nature, and description.

(iv) All interest, fees, and charges and other amounts which may be charged by the Lender to any Borrower and/or which may be due from any Borrower to the Lender from time to time.

(v) All costs and expenses incurred or paid by the Lender in respect of any agreement between any Borrower and the Lender or instrument furnished by any Borrower to the Lender (including, without limitation, Costs of Collection, attorneys' reasonable fees, and all court and litigation costs and expenses).

(vi) Any and all covenants of each Borrower to or with the Lender and any and all obligations of each Borrower to act or to refrain from acting in accordance with any agreement between that Borrower and the Lender or instrument furnished by that Borrower to the Lender.

(vii) Each of the foregoing as of each reference to the Lender were to each Affiliate of the Lender.

(b) Any and all direct or indirect liabilities, debts, and obligations of each Borrower to the Lender or any Affiliate of the Lender, each of every kind, nature, and description owing on account of any service or accommodation provided to, or for the account of any Borrower pursuant to this or any other Loan Document, including cash management services and the issuances of L/C's.

"Loan Account": Is defined in Section 2.8.

"Loan Documents": This Agreement and each other instrument or document from time to time executed and/or delivered in connection with the arrangements contemplated hereby or in connection with any transaction with the Lender or any Affiliate of the Lender, including, without limitation, any transaction which arises out of any cash management, depository, investment, letter of credit, interest rate protection, or equipment leasing services provided by the Lender or any Affiliate of the Lender, as each may be amended from time to time.

“Marianne Borrowers”: Those Borrowers listed on **EXHIBIT A** as the “Marianne Borrowers” and those New Borrowers which become Marianne Borrowers hereafter in the manner provided in this Agreement.

“Maturity Date”: Means the 25th day following execution of this Agreement, unless the Final Borrowing Order has been entered by such date (which shall not have been stayed, modified, appealed, reversed or otherwise affected), and if the Final Borrowing Order is so entered, “Maturity Date” shall mean October 29, 2010.

“Operating Account”: Is defined in Section 7.1.

“Overall Availability”: The lesser of (a) or (b), where

(a) is the result of

(i) The Revolving Credit Ceiling

Minus

(ii) The aggregate unpaid balance of the Loan Account

Minus

(iii) The aggregate undrawn Stated Amount of all then outstanding L/C’s.

Minus

(iv) The aggregate then outstanding Pre-Petition Credit Extensions.

(b) is the result of

(i) the Borrowing Base

Minus

(iii) The aggregate unpaid balance of the Loan Account

Minus

(iv) The aggregate undrawn Stated Amount of all then outstanding L/C’s not otherwise included in the calculation of the Borrowing Base.

Minus

(v) The aggregate of Availability Reserves not otherwise included in the calculation of the Borrowing Base.

Minus

- (vi) The aggregate then outstanding Pre-Petition Credit Extensions.

Minus

- (vii) The Carve Out.

"OverLoan": A loan, advance, or providing of credit support to the extent that, immediately after its having been made, Overall Availability is less than zero.

"Participant": Is defined in Section 15.16, hereof.

"Permitted Encumbrances": the following:

- (a) Encumbrances in favor of the Lender.
- (b) Permitted Prior Liens (as defined in a Borrowing Order) existing on the date hereof and those Encumbrances (if any) listed on **EXHIBIT 4.6** annexed hereto.
- (c) Liens in favor of the Lender pursuant to the "Loan Documents" (as defined in the Pre-Petition Credit Agreement) securing the Pre-Petition Liabilities.

"Permitted Indebtedness": The following:

- (a) Any Indebtedness on account of the Revolving Credit.
- (b) The Pre-Petition Liabilities.
- (c) Inter-Borrower Indebtedness, in a manner consistent with Borrower's customary business practices as disclosed in writing by the Borrowers to the Lender.
- (d) "Permitted Indebtedness: (as defined in the Pre-Petition Credit Agreement) and the Indebtedness (if any) listed on **EXHIBIT 4.7** annexed hereto.

"Permitted Sale": (i) the sale of all or substantially all of the Borrowers' business assets as a going concern as approved by the Bankruptcy Court pursuant to the applicable provisions of the Bankruptcy Code; provided that any going concern sale shall be for cash consideration resulting in net proceeds (after payment of all professional fees, other transaction costs and the Carve-Out) in an amount in excess of all outstanding Liabilities and all Pre-Petition Liabilities and shall not be subject to any financing contingencies, which net proceeds shall be paid directly to the Lender at closing; or (ii) a transaction or transactions combining the sale of the Borrowers' business assets and the permanent closing of all of the Borrowers'

stores and the sale of all Collateral located therein through the retention by the Borrowers of one or more independent, nationally recognized, professional retail inventory liquidation firms, acceptable to the Lender in its sole discretion, as approved by the Bankruptcy Court pursuant to the applicable provisions of the Bankruptcy Code, which transaction shall be in the form of an “equity bid” including a payment at closing in an amount in excess of all outstanding Liabilities and all Pre-Petition Liabilities, which amount shall be paid directly to the Lender in cash.

“Petition Date”: September __, 2010.

“Plan of Reorganization”: A plan filed in the Bankruptcy Case pursuant to Chapter 11 of the Bankruptcy Code.

“Post-Petition”: The time period commencing immediately upon the filing of the Bankruptcy Case.

“Pre-Petition Credit Agreement” means that certain Loan and Security Agreement dated as of September 3, 2004, by and between, among others, the Borrowers and Bank of America, N.A. (successor by merger to LaSalle Retail Finance, a Division of LaSalle Business Credit, LLC, as agent for LaSalle Bank Midwest National Association f/k/a Standard Federal Bank National Association), as Lender, as amended and in effect as of the Closing Date.

“Pre-Petition Credit Extensions” means the aggregate unpaid outstanding amount of all credit extensions under the Pre-Petition Credit Agreement (including, without limitation, any loans made and letters of credit issued thereunder).

“Pre-Petition Liabilities” means the “Liabilities” (as defined in the Pre-Petition Credit Agreement) and all other indebtedness, liabilities and obligations owed by the Borrowers pursuant to the Pre-Petition Credit Agreement and the other “Loan Documents” (as defined in the Pre-Petition Credit Agreement).

“Prime Rate”: For any day, a fluctuating rate per annum equal to the highest of (a) the rate of interest in effect for such day as publicly announced from time to time by Bank of America as its “prime rate”; (b) the Federal Funds Rate for such day, plus 0.50%; and (c) the Libor Rate for a 30 day interest period as determined on such day, plus 1.0%. The “prime rate” is a rate set by Bank of America based upon various factors including Bank of America’s costs and desired return, general economic conditions and other factors, and is used as a reference point for pricing some loans, which may be priced at, above, or below such announced rate. Any change in Bank of America’s prime rate, the Federal Funds Rate or the Libor Rate, respectively, shall take effect at the opening of business on the day specified in the public announcement of such change.

“Ratification Agreement”: The Ratification Agreement, dated as of the Closing Date, among the Borrowers and the Lender.

"Real Property": All Leases, Leasehold Interests and all land, together with the buildings, structures, parking areas, and other improvements thereon, now or hereafter owned by any Borrower, including all easements, rights-of-way, and similar rights relating thereto and all leases, tenancies, and occupancies thereof.

"Receipts": All cash, cash equivalents, money, checks, credit card slips, receipts and other Proceeds from any sale of the Collateral, including the proceeds of any Permitted Sales.

"Revolving Credit": Is defined in Section 2.1.

"Revolving Credit Ceiling": \$6,000,000.00.

"Revolving Credit Commitment Fee": Is defined in Section 2.12.

"Revolving Credit Loans": Loans made under the Revolving Credit.

"Revolving Credit Notes": Is defined in Section 2.9.

"Sale Order": Is defined in Section 8.6.

"Sale Order Entry Date": Is defined in Section 8.6.

"Sale Order Filing Date": Is defined in Section 8.6.

"Sale Order Motion": Is defined in Section 8.6.

"Termination Date": The earliest of (a) the Maturity Date; or (b) the Lender's notice to the Lead Borrower setting the Termination Date on account of the occurrence of any Event of Default; or (c) consummation of a sale of the Borrowers or substantially all of their assets pursuant to an order of the Bankruptcy Court; or (d) the effective date of a Plan of Reorganization relating to the Borrowers and their assets.

"UCC": The Uniform Commercial Code as in effect from time to time in Massachusetts.

"Unused Line Fee": Is defined in Section 2.13.

"Variance Report": A report prepared by the Lead Borrower's management reflecting on a line-item basis the Borrowers' actual performance compared to the Budget for the immediately preceding week and on a cumulative basis for the period after the Closing Date and the percentage variance of the Borrowers' actual results from those reflected in the then extant Budget, along with management's explanation of such variance.

Article 2 - The Revolving Credit:

2.1. Establishment of Revolving Credit

(a) The Lender hereby establishes a revolving line of credit (the "**Revolving Credit**") in the Borrowers' favor pursuant to which the Lender, subject to, and in accordance with, this Agreement, shall make loans and advances and otherwise provide financial accommodations to and for the account of the Borrowers as provided herein.

(b) Loans, advances, and financial accommodations under the Revolving Credit shall be (i) made in accordance with a Borrowing Order and the Budget and (ii) made with reference to the Borrowing Base and shall be subject to Overall Availability. The Borrowing Base and Overall Availability shall be determined by the Lender by reference to Borrowing Base Certificates furnished in accordance with this Agreement, and shall be subject to the following:

(i) Such determination shall take into account such Reserves as the Lender may determine as being applicable thereto.

(ii) The Cost of Eligible Inventory will be determined in a manner consistent with current tracking practices, based on the Borrowers' stock ledger inventory.

(c) The proceeds of borrowings under the Revolving Credit shall be used (i) for general corporate purposes of the Borrower, and (ii) upon entry of the Final Borrowing Order, to repay the outstanding indebtedness, liabilities and obligations under the Pre-Petition Credit Agreement, including, without limitation, the Pre-Petition Liabilities, in each case to the extent expressly permitted under the Borrowing Orders, and solely in strict compliance with the Budget and this Agreement. No proceeds of a borrowing under the Revolving Credit may be used, nor shall any be requested, with a view towards the accumulation of any general fund or funded reserve of the Borrowers other than in the ordinary course of the Borrowers' business and consistent with the provisions of this Agreement.

2.2. Advances in Excess of Borrowing Base (OverLoans).

(a) The Lender does not have any obligation to the Borrowers to make any loan or advance, or otherwise to provide any credit to or for the benefit of the Borrowers where the result of such loan, advance, or credit is an OverLoan.

(b) The Lender's providing of an OverLoan on any one occasion does not affect the obligations of each Borrower hereunder (including each Borrower's obligation to immediately repay any amount which otherwise constitutes an OverLoan) nor obligate the Lender to do so on any other occasion.

2.3. Risks of Value of Collateral. The Lender's reference to a given asset in connection with the making of loans, credits, and advances and the providing of financial accommodations under the Revolving Credit and/or the monitoring of compliance with the provisions hereof shall not be deemed a determination by the Lender relative to the actual value of the asset in question. All risks concerning the value of the Collateral are and remain upon the Borrowers. All Collateral secures the prompt, punctual, and faithful performance of the Liabilities whether or not relied upon by the Lender in connection with the making of loans,

credits, and advances and the providing of financial accommodations under the Revolving Credit.

2.4. Commitment to Make Revolving Credit Loans and Support Letters of Credit.

Subject to the provisions of this Agreement, the Lender shall make Revolving Credit Loans under the Revolving Credit and shall endeavor to have an L/C issued for the account of the applicable Borrower, in each instance if duly and timely requested by the Lead Borrower as provided herein provided that:

- (a) No OverLoan is then outstanding and none will result therefrom.
- (b) No Borrower is then in Default and none will thereby become in Default.

2.5. Revolving Credit Loan Requests.

(a) Requests for Revolving Credit Loans under the Revolving Credit may be requested by the Lead Borrower in such manner as may from time to time be acceptable to the Lender.

(b) Subject to the provisions of this Agreement, the Lead Borrower may request a Revolving Credit Loan by giving notice to the Lender by no later than 11:30AM on the Business Day on which the subject Revolving Credit Loan is to be made. Revolving Credit Loans requested by the Lead Borrower shall not be less than \$10,000.00.

(c) Any request for a Revolving Credit Loan which is made after the applicable deadline therefor, as set forth above, shall be deemed to have been made at the opening of business on the then next Business Day, as applicable.

(d) The Lender may rely on any request for a Revolving Credit Loan which the Lender, in good faith, believes to have been made by a Person duly authorized to act on behalf of the Lead Borrower and may decline to make any such requested loan or advance pending the Lender's being furnished with such documentation concerning that Person's authority to act as may be satisfactory to the Lender.

(e) A request by the Lead Borrower for a Revolving Credit Loan shall be irrevocable and shall constitute certification by each Borrower that as of the date of such request, each of the following is true and correct:

(i) There has been no Material Borrower Adverse Effect since the Lender's most recent receipt of financial information pursuant to this Agreement.

(ii) All or a portion of any loan or advance so requested will be set aside by each Borrower to cover such Borrower's unpaid and unfunded obligations for sales tax on account of sales since the then most recent borrowing pursuant to the Revolving Credit.

(iii) Each representation which is made herein or in any of the Loan Documents by each Borrower is then true and complete in all material respects as of and as if made on the date of such request, except to the extent that such representations and warranties relate expressly to an earlier date and subject to supplemental information provided by the Borrowers to the Lender in writing in accordance with the reporting requirements set forth in this Agreement

(iv) Either (A) no Borrower is in Default or (B) one or more Borrowers are in Default (in which case the request shall be accompanied by a written Certificate of the Lead Borrower's President or its Chief Financial Officer describing (in reasonable detail) the facts and circumstances thereof and the steps (if any) being taken to remedy such condition.

(v) That the proceeds of any borrowing under the Revolving Credit shall be used solely by the Borrowers as detailed on the Borrowing Base Certificate presented to the Lender with reference to the Borrowing Base.

2.6. Suspension of Revolving Credit. Subject to the terms and conditions of the Borrowing Orders, if, at any time or from time to time, any Borrower is in Default, the Lender may suspend the Revolving Credit immediately without further notice to the Borrowers or further order of the Bankruptcy Court, in which event, the Lender shall not be obligated, during such suspension, to make any loans or advance.

2.7. Making of Revolving Credit Loans.

(a) A loan or advance under the Revolving Credit shall be made by the transfer of the proceeds of such loan or advance to the Operating Account or as otherwise instructed by the Lead Borrower.

(b) A loan or advance shall be deemed to have been made under the Revolving Credit (and the Borrowers shall be indebted to the Lender for the amount thereof immediately) at the following:

(i) The Lender's initiation of the transfer of the proceeds of such loan or advance in accordance with the Lead Borrower's instructions (if such loan or advance is of funds requested by the Lead Borrower).

(ii) The charging of the amount of such loan to the Loan Account (in all other circumstances).

(c) There shall not be any recourse to or liability of the Lender on account of:

(i) Any delay in the making of any loan or advance requested under the Revolving Credit.

(ii) Any delay by any bank or other depository institution in treating the proceeds of any such loan or advance as collected funds.

(iii) Any delay in the receipt, and/or any loss, of funds which constitute a loan or advance under the Revolving Credit, the wire transfer of which was properly initiated by the Lender in accordance with wire instructions provided to the Lender by the Lead Borrower, other than any delay or loss which is caused by the gross negligence or willful misconduct of the Lender, subject at all times, however to the provisions of Section 15.20(b)(vi).

(iv) Any tax liability incurred by any Borrower on account of the Lender's making of any loan or advance requested under the Revolving Credit.

2.8. The Loan Account.

(a) An account ("**Loan Account**") shall be opened on the books of the Lender in which a record shall be kept of all loans and advances made under the Revolving Credit.

(b) The Lender shall also keep a record (either in the Loan Account or elsewhere, as the Lender may from time to time elect) of all interest, fees, service charges, costs, expenses, and other debits owed to the Lender on account of the Liabilities and of all credits against such amounts so owed.

(c) All credits against the Liabilities shall be conditional upon final payment to the Lender of the items giving rise to such credits. The amount of any item credited against the Liabilities which is charged back against the Lender or is disgorged for any reason or is not so paid shall be a Liability and shall be added to the Loan Account, whether or not the item so charged back or not so paid is returned.

(d) Except as otherwise provided herein, all fees, service charges, costs, and expenses for which the Borrowers are obligated hereunder are payable on demand by Lender. In the determination of Overall Availability, the Lender may deem fees, service charges, accrued interest, and other payments which will be due and payable between the date of such determination and the first day of the then next succeeding month as having been advanced under the Revolving Credit whether or not such amounts are then due and payable.

(e) The Lender, without the request of the Lead Borrower, but with reasonably contemporaneously written notice (including, without limitation, through web based cash management, such as CashPro Web, as determined by Lender) to the Lead Borrower, may advance under the Revolving Credit any interest, fee, service charge, or other payment to which Lender is entitled from any Borrower pursuant hereto and may charge the same to the Loan Account notwithstanding that an OverLoan may result thereby. Such action on the part of the Lender shall not constitute a waiver of the Lender's rights and each Borrower's obligations under Section 2.10(b). Any amount which is added to the principal balance of the Loan Account as provided in this Section 2.8(e) shall bear interest at the interest rate then and thereafter applicable to Revolving Credit Loans.

(f) Any statement rendered by the Lender to the Lead Borrower concerning the Liabilities shall be considered correct and accepted by each Borrower and shall be conclusively binding upon each Borrower unless the Lead Borrower provides the Lender with written objection thereto within thirty (30) days from the mailing of such statement, which written objection shall indicate, with particularity, the reason for such objection. The Loan Account and the Lender's books and records concerning the loan arrangement contemplated herein and the Liabilities shall be prima facie evidence and proof of the items described therein.

2.9. The Revolving Credit Notes. If requested by the Lender, the Borrowers' obligation to repay loans and advances under the Revolving Credit, with interest as provided herein, shall be evidenced by notes (the "Revolving Credit Notes") in the form of **EXHIBIT 2.9**, annexed hereto, executed by all Borrowers. Neither the originals nor copies of the Revolving Credit Notes shall be required, however, to establish or prove any Liability. In the event that either Revolving Credit Note is ever lost, mutilated, or destroyed, the applicable Borrowers shall execute a replacement thereof and deliver such replacement to the Lender.

2.10. Payment of The Loan Account.

(a) Subject to the terms and conditions of this Agreement, the Borrowers may repay all or any portion of the principal balance of the Loan Account from time to time until the Termination Date.

(b) The Borrowers, without notice or demand from the Lender shall pay the Lender that amount, from time to time, which is necessary so that there is no OverLoan outstanding.

(c) The Borrowers shall repay the then entire unpaid balance of the Loan Account and all other Liabilities on the Termination Date.

2.11. Interest on Revolving Credit Loans.

(a) Each Revolving Credit Loan shall bear interest at the Base Margin Rate.

(b) The Borrowers shall pay accrued and unpaid interest on each Revolving Credit Loan in arrears as follows:

(i) On the applicable Interest Payment Date for that Revolving Credit Loan.

(ii) On the Termination Date and on the End Date.

(iii) Following the occurrence of any Event of Default, with such frequency as may be determined by the Lender.

(c) Following the occurrence of any Event of Default (and whether or not the Lender exercises the Lender's rights on account thereof), all Revolving Credit Loans shall

bear interest, at the option of the Lender at rate which is the aggregate of the rate applicable to Revolving Credit Loans plus Two Percent (2%) per annum.

2.12. Revolving Credit Commitment Fee.

(a) In consideration of the commitment to make loans and advances to the Borrowers under the Revolving Credit, and to maintain sufficient funds available for such purpose, there has been earned the "**Revolving Credit Commitment Fee**" (so referred to herein) of Sixty Thousand Dollars (\$60,000.00).

(b) The entire Revolving Credit Commitment Fee is fully earned by the Lender's execution of this Agreement and shall be paid upon entry of the Interim Borrowing Order. The amount and payment of the Revolving Credit Commitment Fee shall not be reviewed or revised at the hearing seeking entry of the Final Borrowing Order.

2.13. Unused Line Fee. In addition to any other fee to be paid by the Borrowers on account of the Revolving Credit, the Borrowers shall pay the Lender the "**Unused Line Fee**" (so referred to herein) of one-half of one percent (0.50%) per annum of the average difference, during the month just ended (or relevant period with respect to the payment being made on the Termination Date) between the Revolving Credit Ceiling and the aggregate of the unpaid principal balance of the Loan Account and the undrawn Stated Amount of L/C's outstanding during the relevant period, provided, that such calculation with respect to the month in which the Effective Date occurs shall commence upon the Effective Date such that the Unused Line Fee shall not be payable with respect to the period from the Closing Date through the date immediately preceding the Effective Date. The Unused Line Fee shall be paid in arrears, on the first day of each month after the Effective Date and on the Termination Date.

2.14. Closing Commitment Fee. In consideration of the Lender's agreement to establish and maintain the Revolving Credit and support the Borrowers' Bankruptcy Case, in addition to any other fee to be paid by the Borrowers on account of the Revolving Credit, the Lender shall have earned and the Borrowers shall pay to the Lender a "Closing Commitment Fee" (so referred to herein) in the amount of Sixty Thousand Dollars (\$60,000.00) upon the Sale Order Entry Date. The amount and timing for payment of the Closing Commitment Fee shall not be reviewed or revised at the hearing seeking entry of the Final Borrowing Order.

2.15. Concerning Fees. The Borrowers shall not be entitled to any credit, rebate or repayment of any fee earned by the Lender pursuant to this Agreement or any Loan Document notwithstanding any termination of this Agreement or suspension or termination of the Lender's obligation to make loans and advances hereunder.

2.16. Lender's Discretion.

(a) Each reference in the Loan Documents to the exercise of discretion or the like by the Lender shall be to the Lender's reasonable exercise of its judgment, in good faith, based upon such information of which that Person then has actual knowledge.

(b) In the exercise of such discretion, the following may be taken into account:

(i) The reasonable anticipation of a Material Borrower Adverse Effect.

(ii) The existence of circumstances which indicate that any report or financial information delivered to the Lender pursuant to this Agreement is incomplete, inaccurate or misleading in any material respect or was not prepared in all material respects in accordance with the requirements of this Agreement.

(iii) The existence of circumstances suggest that any Borrower is in Default.

(c) In the exercise of such discretion, the Lender also may take into account any of the following factors:

(i) Those included in, or tested by, the definitions of "Eligible Accounts," "Eligible Inventory", "Eligible Credit Card Receivables", and "Cost".

(ii) The current financial and business climate of the industry in which any Borrower competes (having regard for that Borrower's position in that industry).

(iii) General macroeconomic conditions which have a material effect on the Borrowers' cost structure.

(iv) Material changes in or to the mix of the Borrowers' Inventory.

(v) Seasonality with respect to the Borrowers' Inventory and patterns of retail sales.

(vi) Such other factors as the Lender reasonably determines as having a material bearing on credit risks associated with the providing of loans and financial accommodations to the Borrowers.

2.17. [Reserved].

2.18. Designation of Lead Borrower as Borrowers' Agent.

(a) Each Borrower hereby irrevocably designates and appoints the Lead Borrower as that Borrower's agent to obtain loans and advances under the Revolving Credit, the proceeds of which shall be available to each Borrower for those uses as those set forth in Section 2.1(c). As the disclosed principal for its agent, each Borrower shall be obligated to the Lender on account of loans and advances so made under the Revolving Credit as if made directly by the Lender to that Borrower, notwithstanding the manner by which such loans and advances are recorded on the books and records of the Lead Borrower and of any Borrower.

(b) Each Borrower recognizes that credit available to it under the Revolving Credit is in excess of and on better terms than it otherwise could obtain on and for its own account and that one of the reasons therefor is its joining in the credit facility contemplated herein with all other Borrowers. Consequently, each Borrower hereby assumes and agrees to fully, faithfully, and punctually discharge all Liabilities of all of the Borrowers.

(c) The Lead Borrower shall act as a conduit for each Borrower (including itself, as a "Borrower") on whose behalf the Lead Borrower has requested a Revolving Credit Loan.

(d) The proceeds of each loan and advance provided under the Revolving Credit which is requested by the Lead Borrower shall be deposited into the Operating Account or as otherwise indicated by the Lead Borrower. The Lead Borrower shall cause the transfer of the proceeds thereof to the (those) Borrower(s) on whose behalf such loan and advance was obtained. The Lender shall not have any obligation to see to the application of such proceeds.

2.19. Procedures For Issuance of L/C's.

(a) The Lead Borrower may request that the Lender cause the issuance by the Issuer of L/C's for the account of any Borrower. Each such request shall be in such manner as may from time to time be acceptable to the Lender.

(b) The Lender will endeavor to cause the issuance of any L/C so requested by the Lead Borrower, provided that, at the time that the request is made, the Revolving Credit has not been suspended as provided in 2.6 and if so issued:

(i) The aggregate Stated Amount of all L/C's then outstanding, does not exceed Five Hundred Thousand Dollars (\$500,000.00) (in addition to those L/C's that were originally issued prior to the commencement of the Bankruptcy Case, and which were then deemed re-issued under this Agreement).

(ii) The expiry of the L/C is not later than May 31, 2011.

(iii) An OverLoan will not result from the issuance of the subject L/C.

(c) Each Borrower shall execute such standard documentation to apply for and support the issuance of an L/C as may be required by the Issuer.

(d) There shall not be any recourse to, nor liability of, the Lender on account of

(i) Any delay or refusal by an Issuer to issue an L/C;

(ii) Any action or inaction of an Issuer on account of or in respect to, any L/C, other than any occasioned by the gross negligence or willful misconduct of the Lender.

(e) The Borrowers shall reimburse the Issuer for the amount of any honoring of a drawing under an L/C on the same day on which such honoring takes place. The Lender, without the request of any Borrower, may advance under the Revolving Credit (and charge to the Loan Account) the amount of any honoring of any L/C and other amount for which any Borrower, the Issuer, or the Lender becomes obligated on account of, or in respect to, any L/C. Such advance shall be made whether or not any Borrower is in Default or such advance would result in an OverLoan. Such action shall not constitute a waiver of the Lender's rights under Section 2.10(b) hereof.

2.20. Fees For L/C's.

(a) The Borrowers shall pay to the Lender a fee, on account of L/C's, the issuance of which had been procured by the Lender, monthly in arrears, and on the Termination Date and on the End Date, equal to:

(i) with respect to all Standby L/Cs: at a rate per annum equal to five percent (5.00%) per annum of the weighted average Stated Amount of all Standby L/Cs outstanding during the period and with respect of which such fee is being paid; and

(ii) with respect to all Documentary L/Cs: at a rate per annum equal to five percent (5.00%) per annum of the weighted average Stated Amount of all Documentary L/Cs outstanding during the period and with respect of which such fee is being paid; and

(iii) provided that, during the existence of any Event of Default, such fees set forth in subsection (i) and (ii) hereof shall be increased by two percent (2%) per annum.

(b) In addition to the fee to be paid as provided in Subsection 2.20(a), above, the Borrowers shall pay to the Lender (or to the Issuer, if so requested by Lender), on demand, all issuance, processing, negotiation, amendment, and administrative fees and other amounts charged by the Issuer on account of, or in respect to, any L/C.

(c) If any change in Applicable Law shall either:

(i) impose, modify or deem applicable any reserve, special deposit or similar requirements against letters of credit heretofore or hereafter issued by any Issuer or with respect to which the Lender or any Issuer has an obligation to lend to fund drawings under any L/C; or

(ii) impose on any Issuer any other condition or requirements relating to any such letters of credit;

and the result of any event referred to in Section 2.20(c)(i) or 2.20(c)(ii), above, shall be to increase the cost to the Lender or to any Issuer of issuing or maintaining any L/C (which increase in cost shall be the result of such Issuer's reasonable allocation among the Lender's or Issuer's letter of credit customers of the aggregate of such cost increases resulting from such events), then, upon demand by the Lender and delivery by the Lender to the Lead Borrower of a certificate of an officer of the Lender or the subject Issuer describing such change in law, executive order, regulation, directive, or interpretation thereof, its effect on the Lender or such Issuer, and the basis for determining such increased costs and their allocation, the Borrowers shall immediately pay to the Lender, from time to time as specified by the Lender, such amounts as shall be sufficient to compensate the Lender or the subject Issuer for such increased cost. The Lender's or any Issuer's determination of costs incurred under Section 2.20(c)(i) or 2.20(c)(ii), above, and the allocation, if any, of such costs among the Borrowers and other letter of credit customers of the Lender or such Issuer, if done in good faith and made on an equitable basis and in accordance with such officer's certificate, shall be conclusive and binding on the Borrowers.

2.21. Concerning L/C's.

(a) None of the Issuer, the Issuer's correspondents, the Lender or any advising, negotiating, or paying bank with respect to any L/C shall be responsible in any way for:

(i) The performance by any beneficiary under any L/C of that beneficiary's obligations to any Borrower.

(ii) The form, sufficiency, correctness, genuineness, authority of any person signing; falsification; or the legal effect of; any documents called for under any L/C if (with respect to the foregoing) such documents on their face appear to be in order and comply with the provisions of such L/C.

(b) The Issuer may honor, as complying with the terms of any L/C and of any drawing thereunder, any drafts or other documents otherwise in order, but signed or issued by an administrator, executor, conservator, trustee in bankruptcy, debtor in possession, assignee for the benefit of creditors, liquidator, receiver, or other legal representative of the party authorized under such L/C to draw or issue such drafts or other documents.

(c) Unless otherwise agreed to, in the particular instance, each Borrower hereby authorizes any Issuer to:

(i) Select an advising bank, if any.

(ii) Select a paying bank, if any.

(iii) Select a negotiating bank.

(d) All directions, correspondence, and funds transfers relating to any L/C are at the risk of the Borrowers. The Issuer shall have discharged the Issuer's obligations under any L/C which, or the drawing under which, includes payment instructions, by the initiation of the method of payment called for in, and in accordance with, such instructions (or by any other commercially reasonable and comparable method). Neither the Lender nor the Issuer shall have

any responsibility for any inaccuracy, interruption, error, or delay in transmission or delivery by post, telegraph or cable, or for any inaccuracy of translation.

(e) The Lender's and the Issuer's rights, powers, privileges and immunities specified in or arising under this Agreement are in addition to any heretofore or at any time hereafter otherwise created or arising, whether by statute or rule of law or contract.

(f) Except to the extent otherwise expressly provided hereunder or agreed to in writing by the Issuer and the Lead Borrower, Documentary L/C's will be governed by the Uniform Customs and Practice for Documentary Credits, International Chamber of Commerce, Publication No. 500, and Standby L/C's will be governed by International Standby Practices ISP98 (adopted by the International Chamber of Commerce on April 6, 1998) and any respective subsequent revisions thereof.

(g) The obligations of the Borrowers under this Agreement with respect to L/C's are absolute, unconditional, and irrevocable and shall be performed strictly in accordance with the terms hereof under all circumstances, whatsoever including, without limitation, the following:

(i) Any lack of validity or enforceability or restriction, restraint, or stay in the enforcement of this Agreement, any L/C, or any other agreement or instrument relating thereto.

(ii) Any Borrower's consent to any amendment or waiver of, or consent to the departure from, any L/C.

(iii) The existence of any claim, set-off, defense, or other right which any Borrower may have at any time against the beneficiary of any L/C.

(iv) Any good faith honoring of a drawing under any L/C, which drawing possibly could have been dishonored based upon a strict construction of the terms of the L/C.

(h) The Borrowers shall Cash Collateralize each L/C simultaneously upon the issuance thereof in an amount equal to 110% of the Stated Amount thereof, or as otherwise agreed to in writing by the Borrowers and the Lender. The Cash Collateral shall constitute Collateral for all Liabilities (including, without limitation, any reimbursement obligations of the Borrowers in respect of any L/C) and shall be subject to a first-priority perfected security interest in favor of the Lender and no other Encumbrances. If at any time, notwithstanding the foregoing, the Lender determines that any funds held as Cash Collateral are subject to any right or claim of any Person other than the Lender or that the total amount of such funds is less than the aggregate Stated Amount of all L/Cs then outstanding, the Borrowers will, forthwith upon demand by the Lender, pay to the Lender, as additional funds to be deposited as Cash Collateral, an amount equal to the excess of (x) such aggregate Stated Amount over (y) the total amount of funds, if any, then held as Cash Collateral that the Lender determines to be free and clear of any such right and claim. Upon the drawing of any L/C for which funds are on deposit as Cash Collateral, such funds shall be applied to reimburse the Lender in respect

of such L/C and, to the extent not so applied, shall thereafter be applied to satisfy other Liabilities.

Article 3 - Conditions Precedent:

As a condition to the effectiveness of this Agreement, the establishment of the Revolving Credit, and the making of the first loan under the Revolving Credit, each of the documents respectively described in Sections 3.1 through and including Section 3.3 (each in form and substance satisfactory to the Lender) shall have been delivered to the Lender, and the conditions respectively described in Sections 3.5 through and including 3.9, shall have been satisfied as of the Effective Date:

3.1. Corporate Due Diligence.

(a) Certificates of corporate good standing for each Borrower, respectively, issued by the Secretary of State for the state in which that Borrower is incorporated.

(b) Certificates of due qualification, in good standing, with respect to each Borrower issued by the Secretary(ies) of State of each State (if different than the jurisdiction of organization of such Borrower) in which such Borrower is qualified to do business.

(c) Certificates of each Borrower's Secretary or equivalent officer of the due adoption, continued effectiveness, and setting forth the texts of, each corporate resolution adopted in connection with the establishment of the loan arrangement contemplated by the Loan Documents and attesting to the true signatures of each Person authorized as a signatory to any of the Loan Documents.

3.2. [Reserved]

3.3. Additional Documents. Such additional instruments and documents as the Lender or its counsel reasonably may require or request including, without limitation, the Budget, [the Ratification Agreement] and the documents and instruments set forth in [EXHIBIT 3.3] annexed hereto.

3.4. [Reserved]

3.5. Representations and Warranties. Each of the representations made by or on behalf of each Borrower in this Agreement or in any of the other Loan Documents or in any other report, statement, document, or paper provided by or on behalf of each Borrower shall be true and complete in all material respects as of the date as of which such representation or warranty was made.

3.6. [Reserved]

3.7. All Fees and Expenses Paid. All fees due at or immediately after the first funding under the Revolving Credit and all reasonable costs and expenses incurred by the Lender in

connection with the establishment of the credit facility contemplated hereby (including the reasonable fees and expenses of counsel to the Lender) shall have been paid in full.

3.8. Borrower Not in Default. No Borrower is in Default.

3.9. Material Adverse Change. No event shall have occurred or failed to occur, which occurrence or failure is or reasonably could be expected to have a Material Borrower Adverse Effect upon the financial condition of the Borrowers, taken as a whole, when compared with such financial condition as of the Petition Date.

3.10. Benefit of Conditions Precedent. The conditions set forth in this Article 3 are for the sole benefit of the Lender and may be waived by the Lender in whole or in part without prejudice to the Lender.

No document shall be deemed delivered to the Lender until received and accepted by the Lender at its offices in Boston, Massachusetts. Under no circumstances shall this Agreement take effect until executed and accepted by the Lender at said offices.

Article 4 - General Representations, Covenants and Warranties:

To induce the Lender to establish the credit facility contemplated herein and to induce the Lender to provide loans and advances under the Revolving Credit (each of which loans shall be deemed to have been made in reliance thereupon), the Borrowers, in addition to all other representations, warranties, and covenants made by any Borrower in any other Loan Document, (i) subject to the updated exhibits annexed hereto as Exhibits 4.2, 4.3, 4.8, 4.10, 4.11, 4.12, 4.14(a), 4.14(b), 4.16, and 4.18, make all of the representations and warranties set forth in the Pre-Petition Credit Agreement as of the date hereof (without giving effect to any reference as to a specific date), subject to the Effect on Bankruptcy as of the date hereof, and (ii) make those representations, warranties, and covenants included in this Agreement.

4.1. Locations.

(a) Except for goods in transit and merchandise samples and designs provided to or otherwise held by third party designers or manufacturers, the Collateral, and the books, records, and papers of Borrowers pertaining thereto, are currently kept and maintained solely at those locations which are listed on **EXHIBIT 4.1**, annexed hereto, which **EXHIBIT 4.1** includes, with respect to each such location, the name and address of the landlord on the Lease which covers such location (or an indication that a Borrower owns the subject location) and of all service bureaus with which any such records are maintained.

(b) The Borrowers shall not remove any of the Collateral from those locations listed on **EXHIBIT 4.1**, except for the following purposes:

(i) To accomplish sales of Inventory in the ordinary course of business or in connection with a Permitted Sale.

(ii) To move Inventory from one such location to another such location.

(iii) To utilize such of the Collateral as is removed from such locations in the ordinary course of business (such as motor vehicles).

(c) Except as otherwise disclosed pursuant to Exhibit 4.1, or permitted by this Section 4.1, no tangible personal property of any Borrower is in the care or custody of any third party or stored or entrusted with a bailee or other third party and none shall hereafter be placed under such care, custody, storage, or entrustment, unless the Lender has been furnished a collateral access agreement in favor of and on terms reasonably satisfactory to the Lender.

(d) No Borrower will execute, alter, modify, or amend any Lease unless such new Lease or alteration, modification, or amendment could not reasonably be expected to have a Material Borrower Adverse Effect.

4.2. Encumbrances.

(a) The Borrowers are, and shall hereafter remain, the owners of the Collateral free and clear of all Encumbrances other than any Permitted Encumbrance.

(b) No Borrower has and none shall have possession of any property on consignment to that Borrower.

(c) No Borrower shall acquire or obtain the right to use any Equipment, the acquisition or right to use of which Equipment is otherwise permitted by this Agreement, in which Equipment any third party has an interest, except for Equipment which is owned or leased by any Borrower as of the date of this Agreement.

(d) No Borrower shall suffer or permit any pledge, security interest, lien or other encumbrance to exist with respect to the respective ownership interests of that Borrower, other than a pledge and security interest in favor of the Lender.

(e) The Borrowers shall not subordinate "Encumbrances" in favor of the "Lender" (as such terms are defined in the Pre-Petition Credit Agreement) securing the Pre-Petition Liabilities.

4.3. Indebtedness. The Borrowers do not and shall not hereafter have any Indebtedness other than any Permitted Indebtedness. Without limiting the generality of the foregoing, the Borrowers shall not make any payments to the holders of the Subordinated Notes except as and when expressly permitted by the Intercreditor Agreement, nor shall the Borrowers make any "Change of Control Offer" (as said quoted term is defined in the Purchase Agreement) without the express prior written approval of the Lender after at least thirty (30) days' prior written notice.

4.4. Dividends. Investments. Corporate Action. No Borrower shall:

(a) pay any cash dividend or make any other distribution (other than dividends payable solely in stock) in respect of any class of any Borrower's capital stock to any Person other than to another Borrower or New Borrower.

(b) Own, redeem, retire, purchase, or acquire any of any Borrower's capital stock, except (i) the stock of another Borrower or a New Borrower or (ii) the repurchase of capital stock from terminated employees of any Borrower.

(c) Invest in or purchase any stock or securities or rights to purchase any such stock or securities, of any Person other than another Borrower or a New Borrower.

(d) Merge or consolidate or be merged or consolidated with or into any other corporation or other entity other than the merger or consolidation in which the surviving entity is a Borrower or a New Borrower.

(e) Consolidate any of that Borrower's operations with those of any other Person other than another Borrower.

(f) Subordinate any debts or obligations owed to that Borrower by any third party (other than another Borrower) to any other debts owed by such third party to any other Person.

(g) Acquire any assets other than in the ordinary course and conduct of that Borrower's business as conducted at the execution of this Agreement other than to the extent that such assets are acquired from another Borrower (it being recognized that the acquisition of assets for the purpose of the fixturing of new stores is part of the ordinary conduct of the Borrower's business).

4.5. Further Assurances.

(a) No Borrower is the owner of, nor has it any interest in, any Collateral which, immediately upon satisfaction of the conditions precedent to the effectiveness of the credit facility contemplated by this Agreement will not be subject to a perfected Collateral Interest in favor of the Lender (subject only to Permitted Encumbrances and to any delay by the Lender or the Lender's counsel in the filing of financing statements with respect to such Collateral) to secure the Liabilities.

(b) No Borrower will hereafter acquire any asset or any interest in property which is not, immediately upon such acquisition, subject to such a perfected Collateral Interest in favor of the Lender to secure the Liabilities (subject only to Permitted Encumbrances and to any delay by the Lender or the Lender's counsel in the filing of financing statements with respect to such property).

(c) Each Borrower shall execute and deliver to the Lender such instruments, documents, and papers, and shall do all such things from time to time hereafter as the Lender may request to carry into effect the provisions and intent of this Agreement; to protect and perfect the Lender's Collateral Interests in the Collateral; and to comply with all applicable statutes and laws, and facilitate the collection of the Receivables Collateral.

Each Borrower shall execute all such instruments as may be required by the Lender with respect to the recordation and/or perfection of the Collateral Interests created or contemplated herein.

4.6. Budget. The Budget delivered pursuant to Section 3.3 was prepared in good faith on the basis of the assumptions stated therein, which assumptions were fair in light of the conditions existing at the time of delivery of such forecasts, and represented, at the time of delivery, the Lead Borrower's best estimate of Borrowers' future financial performance.

4.7. Encumbrances. This Agreement, the Interim Borrowing Order and the other Loan Documents create in favor of the Lender a legal, valid and enforceable security interest in the Collateral secured thereby. Such security interest in and Encumbrances on the Collateral granted thereby are perfected, first priority security interests, subject to Permitted Encumbrances having priority under Applicable Law, and no further recording or filings are or will be required in connection with the creation, perfection or enforcement of such security interests and Encumbrances.

4.8. Priority of Encumbrances. This Agreement, the Borrowing Orders and the other Loan Documents (a) will create in favor of the Lender, as security for all Liabilities, a legal, valid and enforceable Encumbrance in the Collateral, and (b) constitute, upon the entry of the Interim Borrowing Order, a fully perfected and unavoidable first-priority Encumbrance on, and security interest in, and hypothecation of all right, title and interest of the Borrowers in, all Collateral, in each case prior and superior in right to any other Person, other than the Carve-Out, and no further recording, filing or other action of any kind will be required in connection with the creation, perfection or enforcement of such security interests and Encumbrances. No other claims having a priority superior or pari passu to that granted to or on behalf of the Lender shall be granted or approved while any of the Liabilities remain outstanding.

4.9. Other Covenants. No Borrower shall indirectly do or cause to be done any act which, if done directly by that Borrower, would breach any covenant contained in this Agreement.

Article 5 - Financial Reporting:

5.1. Bankruptcy Court Filings. The Lead Borrower shall, promptly after the furnishing or filing thereof, deliver to the Lender copies of any statement, report, or pleading furnished to or filed by any Borrower with the Bankruptcy Court, the United States Trustee's Office, or the Creditors' Committee in connection with the Bankruptcy Case.

5.2. Borrowing Base Certificates. The Lead Borrower shall provide the Lender with an updated Borrowing Base Certificate weekly, by 1:00 p.m. prevailing Eastern time on Monday of each week, reflecting the Borrowing Base as of the close of business on the preceding Saturday.

5.3. Inventories, Appraisals, and Audits. The Lender, at the expense of the Borrowers, may participate in and/or observe each physical count and/or inventory of so much of the Collateral as consists of Inventory which is undertaken on behalf of any Borrower.

5.4. Variance Report. On Tuesday of each week, the Lead Borrower shall deliver a Variance Report to the Lender as of the close of business for the preceding week.

Article 6 - Use of Collateral:

So long as any portion of the Pre-Petition Liabilities or the Liabilities remain outstanding, the Borrowers shall (i) subject to the Effect of Bankruptcy and nonperformance otherwise caused or excused by the commencement, existence or effects of the Bankruptcy Case, comply with each of the covenants set forth in Article 6 of the Pre-Petition Credit Agreement (other than Section 6.2 thereof), each of which is incorporated by reference and made a part hereof, and (ii) comply with the following:

6.1. Use of Inventory Collateral.

(a) Other than in connection with a Permitted Sale, no Borrower shall engage in any of the following with respect to its Inventory:

(i) Any sale or other disposal other than for fair consideration in the conduct of the Borrowers' business in the ordinary course, other than reasonable donations to charitable organizations.

(ii) Sales or other dispositions to creditors (other than the return of damaged Inventory).

(iii) Sales or other dispositions in bulk, other than disposals to charitable organizations, and sales or disposals, not to exceed three percent (3%) of the Borrower's Inventory (at Cost) in any season, in the Borrowers' ordinary course of business, to jobbers or Persons in similar lines of business.

(iv) Sales of any Collateral in breach of any provision of this Agreement.

(b) No sale of Inventory shall be on consignment, approval, or under any other circumstances such that, with the exception of the Borrowers' customary return policy applicable to the return of Inventory purchased by the Borrowers' retail customers in the ordinary course, such Inventory may be returned to a Borrower without the consent of the Lender.

Article 7 - Cash Management. Payment of Liabilities:

So long as any portion of the Pre-Petition Liabilities or the Liabilities remain outstanding, the Borrowers shall (i) subject to the Effect of Bankruptcy and nonperformance otherwise caused or excused by the commencement, existence or effects of the Bankruptcy Case, and subject to the exhibits annexed hereto as Exhibits 7.1 and 7.2, comply with each of the covenants set forth in Article 7 of the Pre-Petition Credit Agreement, each of which is incorporated by reference and made a part hereof, and (ii) comply with the following:

7.1. The Concentration, Blocked, and Operating Accounts.

(a) The following bank accounts have been or will be established (and are so referred to herein):

(i) The “**Concentration Account**” (so referred to herein): Established by the Lender with Bank of America, N.A. solely in the Lender’s capacity as a Secured Party with respect to Collateral of the Borrowers under this Agreement.

(ii) The “**Blocked Accounts**” (so referred to herein): Established by the Lead Borrower with various financial institutions.

(iii) The “**Operating Account**” (so referred to herein): Established by the Lead Borrower with Bank of America.

(b) The Borrowers shall pay all fees and charges of, and maintain such impressed balances as may be required by the depository in which any account is opened as required hereby (even if such account is opened by and/or is the property of the Lender).

7.2. Proceeds and Collections.

(a) All Receipts and all cash proceeds of any sale or other disposition of any of each Borrower’s assets (including, without limitation, in connection with any Permitted Sale):

(i) Constitute Collateral and proceeds of Collateral.

(ii) Shall be held in trust by the Borrowers for the Lender.

(iii) Shall not be commingled with any of any Borrower’s other funds.

(iv) Shall be deposited and/or transferred only to the Blocked Accounts or the Concentration Account.

(b) The Lead Borrower shall cause the ACH or wire transfer to the applicable Blocked or the applicable Concentration Account, not less frequently than each Business Day (and whether or not there is then an outstanding balance in the Loan Account) of the following:

(i) The then available funds of each DDA (other than any Exempt DDA), each such transfer to be net of any minimum balance, not to exceed \$2,000.00, as may be required to be maintained in the subject DDA by the bank at which such DDA is maintained.

(ii) The proceeds of all credit card charges not otherwise provided for pursuant hereto.

(iii) Telephone advice (confirmed by written notice) shall be provided to the Lender on each Business Day on which any such transfer is made.

(c) Whether or not any Liabilities or any Pre-Petition Liabilities are then outstanding, the Lead Borrower shall cause the ACH or wire transfer to the applicable Concentration Account, no less frequently than daily, of then entire ledger balance of the applicable Blocked Account, net of such minimum balance, not to exceed \$5,000.00, as may be required to be maintained in the applicable Blocked Account by the depository which such Blocked Account is maintained.

(d) In the event that, notwithstanding the provisions of this Section 7.2, any Borrower receives or otherwise has dominion and control of any Receipts, or any proceeds or collections of any Collateral (including, without limitation, in connection with any Permitted Sale), such Receipts, proceeds, and collections shall be held in trust by that Borrower for the Lender and shall not be commingled with any of that Borrower's other funds or deposited in any account of any Borrower other than as instructed by the Lender.

7.3. Payment of Liabilities.

(a) On each Business Day, the Lender shall apply the then collected balance of each applicable Concentration Account (net of fees charged, and of such impressed balances as may be required by the bank at which the Concentration Account is maintained) towards the unpaid balance of the Loan Account and all other Liabilities, provided, however, for purposes of the calculation of interest on the unpaid principal balance of the Loan Account, such payment shall be deemed to have been made one (1) Business Day after such transfer.

(b) The following rules shall apply to deposits and payments under and pursuant to this Section 7.3:

(i) Funds shall be deemed to have been deposited to any Concentration Account on the Business Day on which deposited, provided that notice of such deposit is available to the Lender by 2:00PM on that Business Day.

(ii) Funds paid to the Lender, other than by deposit to any Concentration Account, shall be deemed to have been received on the Business Day when they are good and collected funds, provided that notice of such payment is available to the Lender by 2:00PM on that Business Day.

(iii) If notice of a deposit to any Concentration Account (Section 7.3(b)(i)) or payment (7.3(b)(ii)) is not available to the Lender until after 2:00PM on a Business Day, such deposit or payment shall be deemed to have been made at 9:00AM on the then next Business Day.

(iv) All deposits to any Concentration Account and other payments to the Lender are subject to clearance and collection.

(c) The Lender shall promptly transfer to the applicable Operating Account any surplus in the applicable Concentration Account remaining after the application towards the Liabilities referred to in Section 7.3(a) ("Borrower Surplus"), above (less those amount which are to be netted out, as provided therein) provided, however, in the event that

- (i) any Borrower is in Default; and
- (ii) one or more L/C's are then outstanding,

then the Lender may immediately and without notice or further order of the Bankruptcy Court, cease transferring any funds to the Operating Account.

7.4. The Operating Account. Except as otherwise specifically provided in, or permitted by, this Agreement or a Borrowing Order, all checks shall be drawn by the Lead Borrower upon, and other disbursements shall be made by the Lead Borrower. All amounts maintained in each Operating Account shall be duly accounted for at all times by the Lead Borrower as being funds appropriately on deposit in the Operating Account.

Article 8 - Bankruptcy Related Covenants:

So long as any portion of the Pre-Petition Liabilities or the Liabilities remain outstanding, the Borrowers shall comply with the following:

8.1. Performance within Budget. Subject to Section 11.20, the Borrowers shall strictly perform in accordance with the Budget.

8.2. Bankruptcy Updates. The Borrowers shall promptly provide the Lender with updates of any material developments in connection with the Borrowers' reorganization efforts under the Bankruptcy Case, whether in connection with the formulation of a Plan of Reorganization, the Permitted Sales process, or otherwise.

8.3. Borrowing Orders. The Borrowers shall promptly, punctually, and faithfully perform all the terms and conditions of the Borrowing Orders.

8.4. Use of Proceeds. No portion of the Revolving Credit will be used, whether directly or indirectly: (i) to finance in any way any action, suit, arbitration, proceeding, application, motion or other litigation of any type adverse to the interest of the Lender or its rights and remedies under this Agreement, the other Loan Documents or any Borrowing Order, including, without limitation, for the payment of any services rendered by the professionals retained by the Borrowers or the Creditors' Committee in connection with the assertion of or joinder in any claim, counterclaim, action, proceeding, application, motion, objection, defense or other contested matter, the purpose of which is to seek, or the result of which would be to obtain, any order, judgment determination, declaration or similar relief (x) invalidating, setting aside, avoiding or subordinating, in whole or in part, the Liabilities or the Encumbrances securing same, (y) for monetary, injunctive or other affirmative relief against the Lender or the Collateral, or (z) preventing, hindering or otherwise delaying the exercise by the Lender of any rights and remedies under the Borrowing Orders, the Loan Documents or Applicable Law, or the

enforcement or realization (whether by foreclosure, credit bid, further order of the court or otherwise) by the Lender upon any of the Collateral; (ii) to make any distribution under a Plan of Reorganization in the Bankruptcy Case; (iii) to make any payment in settlement of any claim, action or proceeding, before any court, arbitrator or other governmental body without the prior written consent of the Lender; (iv) to pay any fees or similar amounts to any Person who has proposed or may propose to purchase interests in the Borrowers without the prior written consent of the Lender; and (v) for any purpose that entails a violation of any of the regulations of the Federal Reserve Board, including Regulations U and X.

8.5. Orders; Encumbrances. The Borrowers shall not seek, consent to or permit to exist any of the following:

(a) Any order which authorizes the rejection of any Leases of the Borrowers without the Lender's prior consent;

(b) Any modification, stay, vacation or amendment to the Borrowing Orders to which the Lender has not consented in writing;

(c) A priority claim or administrative expense or unsecured claim against the Borrowers (now existing or hereafter arising or any kind or nature whatsoever, including, without limitation, any administrative expense of the kind specified in Sections 105, 326, 328, 330, 331, 364(c), 503(a), 503(b), 506(c), 507(a), 507(b), 546(c), 546(d), 726 or 1114 of the Bankruptcy Code) equal or superior to the priority claim of the Lender in respect of the Liabilities, except with respect to the Carve-Out;

(d) Any Encumbrance on any Collateral (other than Permitted Prior Liens (as such term is defined in a Borrowing Order)) having a priority equal or superior to the Encumbrances securing the Liabilities, other than with respect to the Carve-Out and the Encumbrances securing the Pre-Petition Liabilities;

(e) (i) The return of any of the Borrowers' property pursuant to Section 546(h) of the Bankruptcy Code or (ii) any order which authorizes the return of the Borrower's property pursuant to Section 546(h) of the Bankruptcy Code;

(f) Any order which authorizes the payment of any Indebtedness (other than the Pre-Petition Liabilities) incurred prior to the Petition Date; or

(g) Any order seeking authority to take any action that is prohibited by the terms of this Agreement or the other Loan Documents or refrain from taking any action that is required to be taken by the terms of this Agreement or any of the other Loan Documents.

8.6. Bidding; Sale.

(a) On or before the date that is three (3) calendar days after the Petition Date (the "**Bidding Procedures Filing Date**"), the Borrowers shall file in the Bankruptcy Case a motion or motions, in form and substance acceptable to the Lender (the "**Bidding Procedures Motion**"), requesting an order from the Bankruptcy Court approving

bidding procedures relating to Permitted Sales (the “**Bidding Procedures Order**”) and (ii) on the before the date that is three (3) calendar days after the Petition Date (the “**Sale Order Filing Date**”), the Borrowers shall file in the Bankruptcy Case a motion or motions, in form and substance acceptable to the Lender (the “**Sale Order Motion**”), requesting an order from the Bankruptcy Court pursuant to Section 363 of the Bankruptcy Code authorizing consummation of the Permitted Sales (the “**Sale Order**”).

(b) On or before the date that is fifteen (15) calendar days after the Petition Date (the “**Bidding Procedures Order Entry Date**”), the Bankruptcy Court shall have entered in the Bankruptcy Case the Bidding Procedures Order.

(c) On or before the date that is forty (40) calendar days after the Petition Date (the “**Sale Order Entry Date**”), the Bankruptcy Court shall have entered in the Bankruptcy Case the Sale Order.

Article 9 - Grant of Security Interest:

9.1. Grant of Security Interest. To secure the Borrowers’ prompt, punctual, and faithful performance of all and each of the Liabilities, subject to the Borrowing Orders, each Borrower hereby grants to the Lender a continuing security interest in and to, and assigns to the Lender the following, and each item thereof, whether now owned or now due, or in which that Borrower has an interest, or hereafter acquired, arising, or to become due, or in which that Borrower obtains an interest, and all products, Proceeds, substitutions, and accessions of or to any of the following (all of which, together with any other property in which the Lender may in the future be granted a security interest, is referred to herein as the “**Collateral**”):

- (a) All Accounts and accounts receivable.
- (b) All Inventory.
- (c) All General Intangibles.
- (d) All Equipment.
- (e) All Goods.
- (f) All Farm Products.
- (g) All Fixtures.
- (h) All Chattel Paper.
- (i) All Health-Care-Insurance Receivables.
- (j) All Letter-of-Credit Rights.
- (k) All Payment Intangibles.
- (l) All Supporting Obligations.

(m) All Commercial Tort Claims, to the extent described on Schedule 9.5 and all future Commercial Tort Claims in which a security interest is granted to the Lender pursuant to Section 9.5(c).

(n) All books, records, and information relating to the Collateral and/or to the operation of each Borrower's business, and all rights of access to such books, records, and information, and all personal property in which such books, records, and information are stored, recorded, and maintained.

(o) The proceeds of all interests in any Real Property, including, without limitation, proceeds of all Leasehold Interests.

(p) All Bankruptcy Recoveries.

(q) All Investment Property, Instruments, Documents, Deposit Accounts, money, policies and certificates of insurance, deposits, impressed accounts, compensating balances, cash (including, without limitation, all Cash Collateral), or other property.

(r) All insurance proceeds, refunds, and premium rebates, including, without limitation, proceeds of fire and credit insurance, whether any of such proceeds, refunds, and premium rebates arise out of any of the foregoing. (Sections 9.1(a) through 9.1(o)) or otherwise.

(s) All liens, guaranties, rights, remedies, and privileges pertaining to any of the foregoing (Sections 9.1(a) through 9.1(r)), including the right of stoppage in transit.

The security interest provided for in this Agreement has also been granted pursuant to the Borrowing Orders. This Agreement supplements the Borrowing Orders without in any way diminishing or limiting the effect of the Borrowing Orders or any Encumbrance or security interest granted thereunder. In the event of a conflict between this Agreement and the Borrowing Orders, the terms of the Borrowing Orders shall govern and control.

9.2. Extent and Duration of Security Interest.

(a) The security interest created and granted herein is in addition to, and supplemental of, any security interest previously granted by any Borrower to the Lender and shall continue in full force and effect applicable to all Liabilities until both

(i) all Liabilities have been paid and/or satisfied in full; and

(ii) the security interest created herein is specifically terminated in writing by a duly authorized officer of the Lender.

(b) Except as otherwise expressly provided herein, it is intended that the Collateral Interests created herein extend to and cover all assets of the Borrower.

9.3. Pledge of Ownership Interests.

(a) To secure the Borrowers' prompt, punctual, and faithful performance of all and each of the Liabilities, in connection with the execution and delivery of this Agreement each Borrower shall execute and deliver to the Lender an Ownership Interest Pledge and Security Agreement in form and substance satisfactory to the Lender, pursuant to which the Lender shall be granted a pledge and security interest to and in 100% of the respective ownership interests to and in each of the Borrowers.

9.4. [Reserved].

9.5. Perfection Matters.

(a) The Borrowers shall take all action that may be necessary or desirable, or that the Lender may request, so as at all times to maintain the validity, perfection, enforceability and priority of the Lender's security interest in the Collateral or to enable the Lender to protect, exercise or enforce its rights hereunder and in the Collateral, including (i) immediately discharging all Encumbrances other than Permitted Encumbrances, (ii) using commercially reasonable efforts to obtain applicable collateral access agreements and/or landlord waivers, in form and substance satisfactory to the Lender, as the Lender may request, (iii) delivering to the Lender, endorsed or accompanied by such instruments of assignment as the Lender may specify, and stamping or marking, in such manner as the Lender may specify, any and all Chattel Paper, Instruments, Letters of Credit, Banker's Acceptances and advices thereof and Documents evidencing or forming a part of the Collateral, (iv) entering into lockbox, warehousing and other custodial arrangements satisfactory to the Lender as and to the extent required hereunder, and (v) executing and delivering Blocked Account Agreements, instruments of pledge, mortgages, notices, assignments and lockbox arrangements, in each case in form and substance satisfactory to the Lender, relating to the creation, validity, perfection, maintenance or continuation of the Lender's security interest in Collateral under the UCC or other Applicable Law. Without limiting the foregoing, each Borrower hereby designates the Lender as the Borrower's true and lawful attorney, exercisable by the Lender whether or not an Event of Default exists, with full power of substitution, at the Lender's option, to file one or more financing statements, continuation statements, or to sign other documents for the purpose of perfecting, confirming, continuing, or protecting the security interest granted by the Borrower, without the signature of the Borrower (each Borrower hereby appointing the Lender as the Borrower's attorney to sign the Borrower's name to any such instrument or document, whether or not an Event of Default exists), and naming the Borrower, as debtor, and the Lender, as secured party.

(b) The Borrowers hereby represent and warrant that the security interest granted pursuant to Section 9.1 constitutes (a) a legal and valid security interest in all of the Collateral securing the payment and performance of the Liabilities, and (b) subject to the making of the filings described in Section 9.5(a) above, a perfected security interest in all of the Collateral (to the extent perfection in the Collateral can be accomplished by such filing) and (c) subject to the obtaining of "control", as defined in the UCC, a perfected security interest in all of the Collateral (to the extent perfection in the Collateral can be accomplished by control). The Borrowers shall, at its own cost and expense, take any and all actions reasonably necessary to defend title to the Collateral against all

Persons and to defend the security interest of the Lender in the Collateral and the priority thereof against any Encumbrances (other than Permitted Encumbrances).

(c) Without limiting the generality of any of the other provisions of this Section 9.5, the Borrowers shall promptly provide the Lender with written notice of all Commercial Tort Claims, such notice to contain the case title together with the applicable court and a brief description of the claim(s). Upon delivery of each such notice, the Borrowers shall be deemed to hereby grant to the Lender a security interest and lien in and to such Commercial Tort Claims and all proceeds thereof. Set forth on Schedule 9.5 is a list of the Borrowers' existing Commercial Tort Claims.

9.6. Security Interest Absolute. All rights of the Lender hereunder, the security interest and all obligations of the Borrowers hereunder shall be absolute and unconditional irrespective of (a) any lack of validity or enforceability of this Agreement, any other Loan Document, any agreement with respect to any of the Liabilities or any other agreement or instrument relating to any of the foregoing, (b) any change in the time, manner or place of payment of, or in any other term of, all or any of the Liabilities, or any other amendment or waiver of or any consent to any departure from this Agreement, any other Loan Document, or any other agreement or instrument, (c) any exchange, release or non-perfection of any Encumbrance on other collateral, or any release or amendment or waiver of or consent under or departure from any guarantee, securing or guaranteeing all or any of the Liabilities, or (d) any other circumstance that might otherwise constitute a defense available to, or a discharge of, the any Borrower in respect of the Liabilities or this Agreement.

9.7. Priority. All of the Liabilities are secured by Encumbrances on substantially all the assets of the Borrowers and, at all times, shall constitute administrative expenses of the Borrowers in the Bankruptcy Case with priority under Section 364(c)(1) of the Bankruptcy Code over any and all other administrative expenses of the kind specified in Sections 503(b) and 507(b) of the Bankruptcy Code, subject and subordinate only to the Carve-Out. No other claims having a priority superior or pari passu to that granted to or on behalf of the Lender shall be granted or approved while any of the Liabilities remain outstanding. Notwithstanding anything to the contrary, the Borrowers hereby agree that the Encumbrances granted hereunder are paramount and prior to, and prime, the Encumbrances granted as security for the Pre-Petition Liabilities. Upon the Closing Date, and on behalf of themselves and their estates, and for so long as any Liabilities shall be outstanding, the Borrowers hereby irrevocably waive any right, pursuant to Sections 364(c) or 364(d) of the Bankruptcy Code or otherwise, to grant any Encumbrance of equal or greater priority than the Encumbrances securing the Liabilities, or to approve a claim of equal or greater priority than the Liabilities other than as expressly set forth in the Interim Borrowing Order or the Final Borrowing Order.

Article 10 - Lender As Borrower's Attorney-In-Fact:

10.1. Appointment as Attorney-In-Fact. Each Borrower hereby irrevocably constitutes and appoints the Lender (acting through any officer of the Lender) as that Borrower's true and lawful attorney, with full power of substitution, upon the occurrence, and during the continuance, of an Event of Default, to convert the Collateral into cash at the sole risk, cost, and expense of

that Borrower, but for the sole benefit of the Lender. The rights and powers granted the Lender by this appointment include but are not limited to the right and power to:

- (a) Prosecute, defend, compromise, or release any action relating to the Collateral.
- (b) Sign change of address forms to change the address to which each Borrower's mail is to be sent to such address as the Lender shall designate; receive and open each Borrower's mail; remove any Receivables Collateral and Proceeds of Collateral therefrom and turn over the balance of such mail either to the Lead Borrower or to any trustee in bankruptcy or receiver of the Lead Borrower, or other legal representative of the Borrowers whom the Lender determines to be the appropriate person to whom to so turn over such mail.
- (c) Endorse the name of the relevant Borrower in favor of the Lender upon any and all checks, drafts, notes, acceptances, or other items or instruments; sign and endorse the name of the relevant Borrower on, and receive as secured party, any of the Collateral, any invoices, schedules of Collateral, freight or express receipts, or bills of lading, storage receipts, warehouse receipts, or other documents of title respectively relating to the Collateral.
- (d) Sign the name of the relevant Borrower on any notice to that Borrower's Account Debtors or verification of the Receivables Collateral; sign the relevant Borrower's name on any Proof of Claim in Bankruptcy against Account Debtors, and on notices of lien, claims of mechanic's liens, or assignments or releases of mechanic's liens securing the Accounts.
- (e) Take all such action as may be necessary to obtain the payment of any letter of credit and/or banker's acceptance of which any Borrower is a beneficiary.
- (f) Repair, manufacture, assemble, complete, package, deliver, alter or supply goods, if any, necessary to fulfill in whole or in part the purchase order of any customer of each Borrower.
- (g) Use, license or transfer any or all General Intangibles of each Borrower.

10.2. No Obligation to Act. The Lender shall not be obligated to do any of the acts or to exercise any of the powers authorized by Section 10.1 herein, but if the Lender elects to do any such act or to exercise any of such powers, it shall not be accountable for more than it actually receives as a result of such exercise of power, and shall not be responsible to any Borrower for any act or omission to act except for any act or omission to act as to which there is a final determination made in a judicial proceeding (in which proceeding the Lender has had an opportunity to be heard) which determination includes a specific finding that the subject act or omission to act had been grossly negligent or in actual bad faith.

Article 11 - Events of Default:

The occurrence of any event described in this Article 11 respectively shall constitute an "Event of Default" herein. The occurrence of any Event of Default shall also constitute, without notice or demand, a default under all other agreements between the Lender and any Borrower and instruments and papers heretofore, now, or hereafter given the Lender by any Borrower.

11.1. Failure to Pay the Revolving Credit. The failure by any Borrower to pay when due any principal of, interest on, or fees in respect of, the Revolving Credit within five (5) days after such interest or other amount becomes due in accordance with the terms of this Agreement.

11.2. Failure To Make Other Payments. The failure by any Borrower to pay when due (or upon demand, if payable on demand) any payment Liability other than any payment Liability on account of the principal of, or interest on, or fees in respect of, the Revolving Credit within five (5) days after such payment Liability becomes due under the terms of this Agreement unless such payment Liability is disputed by the Borrower in good faith and proper reserves have been established by such Borrower with respect to such dispute, as reasonably determined by the Lender.

11.3. Failure to Perform Covenant or Liability (No Grace Period). The failure by any Borrower to promptly, punctually, faithfully and timely perform, discharge, or comply with any covenant or Liability included in Articles 5, 6, 7, or 8 hereof.

11.4. Failure to Perform Covenant or Liability. The failure by any Borrower, to cure within five (5) Business Days following its receipt of written notice from the Lender of the breach of any of such covenants or Liabilities not described in any of Sections 11.2 or 11.3 unless such breach is disputed by the Borrower in good faith and proper reserves have been established by such Borrower with respect to such dispute.

11.5. [Reserved].

11.6. Misrepresentation. The determination by the Lender that any representation or warranty at any time made by any Borrower to the Lender was not true or complete in all material respects when given.

11.7. Acceleration of Other Debt; Breach of Lease. Except as a result of the Effect of Bankruptcy, the occurrence of any event such that any Indebtedness of any Borrower in excess of \$250,000 to any creditor other than the Lender could be accelerated or, without the consent of any Borrower, any material Lease could be terminated (whether or not the subject creditor or lessor takes any action on account of such occurrence) except where the occurrence of such event (or resulting right to accelerate or terminate) is disputed by the Borrower in good faith and proper reserves have been established by such Borrower with respect to such dispute, as reasonably determined by the Lender.

11.8. Default Under Other Agreements with Lender. Except as a result of the Effect of Bankruptcy, the occurrence of any breach of any covenant or Liability imposed by, or of any default under, any agreement (including any Loan Document) between the Lender and any Borrower or instrument given by any Borrower to the Lender and the expiry, without cure, of any applicable grace period (notwithstanding that the Lender may not have exercised all or any of its rights on account of such breach or default), unless such breach or default is disputed by

the Borrower in good faith and proper reserves have been established by such Borrower with respect to such dispute, as reasonably determined by the Lender.

11.9. Uninsured Casualty Loss. The occurrence of any uninsured loss, theft, damage, or destruction of or to more than \$500,000.00 of the Collateral.

11.10. Attachment. Judgment. Restraint of Business.

(a) Except as a result of the Effect of Bankruptcy, the entry of any final judgment or order against any Borrower for the payment of money exceeding applicable insurance coverage by an amount aggregating in excess of \$250,000.00, which judgment or order is not satisfied, vacated or discharged within thirty (30) days of its entry.

(b) Except as a result of the Effect of Bankruptcy, the entry of any final order or imposition of any other process having the force of law, the effect of which is to restrain the conduct by any Borrower, of its business in the ordinary course, where the result of that restraint could reasonably be expected to have a Material Borrower Adverse Effect and where such order is not vacated or discharged within thirty (30) days of its entry.

11.11. [Reserved].

11.12. [Reserved]

11.13. Indictment - Forfeiture. The indictment of, or institution of any legal process or proceeding against, any Borrower, under any Applicable Law where the relief, penalties, or remedies sought or available include the forfeiture of any property of any Borrower and/or the imposition of any stay or other order, the effect of which could be to restrain the conduct by any Borrower of its business in the ordinary course, if such restraint could reasonably be expected to have a Material Borrower Adverse Effect and such indictment, legal process or proceeding is not dismissed within one hundred twenty (120) days.

11.14. Challenge to Loan Documents; Encumbrances.

(a) Any challenge by or on behalf of any Borrower to the validity of any Loan Document or the applicability or enforceability of any Loan Document strictly in accordance with the subject Loan Document's terms or which seeks to void, avoid, limit, or otherwise adversely affect any security interest created by or in any Loan Document or any payment made pursuant thereto.

(b) Any determination by any court or any other judicial or government authority that any Loan Document is not enforceable strictly in accordance with the subject Loan Document's terms or which voids, avoids, limits, or otherwise adversely affects any security interest created by any Loan Document or any payment made pursuant thereto.

(c) The termination or attempted termination of any guaranty of the Liabilities.

(d) Any Encumbrance purported to be created under any Loan Document shall cease to be, or shall be asserted by or on behalf of the Borrowers or any other Person not to be, a valid and perfected Encumbrance on the Collateral, with the priority required by the applicable Loan Document

11.15. Subordination Provisions. (i) The subordination provisions of the documents evidencing or governing any Indebtedness subordinated to the Liabilities (the “Subordination Provisions”) shall, in whole or in part, terminate, cease to be effective or cease to be legally valid, binding and enforceable against any holder of such subordinated Indebtedness; or (ii) any Borrower shall, directly or indirectly, disavow or contest in any manner (A) the effectiveness, validity or enforceability of any of the Subordination Provisions, (B) that the Subordination Provisions exist for the benefit of the Lender, or (C) that all payments of principal of or premium and interest on any such subordinated Indebtedness, or realized from the liquidation of any property of the Borrower, shall be subject to any of the Subordination Provisions.

11.16. [Reserved].

11.17. Change in Control. Any Change in Control.

11.18. Breach of Intercreditor Agreement. The failure by any Borrower to comply fully with the terms and conditions of the Intercreditor Agreement.

11.19. Material Adverse Effect. Other than as results from the Effect of Bankruptcy and the commencement, existence or effects of the Bankruptcy Case, the occurrence of any event or circumstance which could reasonably be expected to result in a Material Adverse Effect.

11.20. Compliance with Budget. The failure of the Borrowers to perform in accordance with the Budget (i) by more than ten percent (10%) by line item and in the aggregate with respect to expenditures, or (ii) by less than ninety percent (90%) with respect to sales and receipts, tested weekly on a cumulative basis as of the close of business each Saturday. For the avoidance of doubt, L/C cash collateral receipts and projected merchandise disbursements of approximately \$2.2 million are excluded from the Budget for purposes of Budget testing.

11.21. Modification to Borrowing Order. The entry of any order in any Bankruptcy Case of a trustee or of any examiner having expanded powers to operate all or any part of any Borrower’s business.

11.22. Conversion. The conversion of any Bankruptcy Case to a case under Chapter 7 of the Bankruptcy Code.

11.23. Relief from Automatic Stay. The entry of any order which provides relief from the automatic stay otherwise imposed pursuant to Section 362 of the Bankruptcy Code which permits any creditor to realize upon, or to exercise any right or remedy with respect to, any material asset of any Borrower or to terminate any license, franchise, or similar agreement, where the exercise of such right or remedy or such realization or termination could have a material adverse effect on any Borrower’s financial condition or ability to conduct its business.

11.24. Super-Priority Claims. The filing of any application by any Borrower without the express written consent of the Lender for the approval of any super-priority claim in the Bankruptcy Case which is pari passu with or senior to the priority of the claims of the Lender for the Liabilities, or the arising of any such super-priority claim under the Bankruptcy Code.

11.25. Entry of Order. The entry of an order in the Bankruptcy Case which stays, modifies, or reverses any Borrowing Order or which otherwise materially adversely affects, as determined by the Lender in its reasonable discretion, the effectiveness of any Borrowing Order.

11.26. Payment of Pre-Petition Liabilities. The payment or other discharge by any Borrower of any Pre-Petition Liabilities, except as expressly permitted hereunder, or in the Budget or by order in the Bankruptcy Case to which the Lender has provided its written consent.

11.27. Appointment of Trustee or Examiner. The appointment in the Bankruptcy Case of a trustee or of any examiner having expanded powers to operate all or any part of any Borrower's business.

11.28. Adequate Protection. The entry of any order in the Bankruptcy Case which provides adequate protection, or the granting by any Borrower of similar relief in favor of any one or more of the Borrowers' pre-petition creditors, contrary to the terms and conditions of any Borrowing Order.

11.29. Borrowing Order. The failure of any Borrower to comply with each and all of the terms and conditions of any Borrowing Order.

11.30. Various Motions. (i) The filing of any motion by any Borrower or the entry of any order in the Bankruptcy Case: (A) permitting working capital or other financing (other than ordinary course trade credit or unsecured debt) for any Borrower from any Person other than the Lender (unless the proceeds of such financing are used to pay in full all Liabilities, to Cash Collateralize all L/C's and to establish a reserve account for all indemnification obligations as required hereunder), (B) granting an Encumbrance in any of the Collateral, other than Permitted Encumbrances pursuant to clause (a) of the definition thereof, other than with respect to this Agreement (unless such Encumbrances are granted in connection with a financing, the proceeds of which are applied to the payment in full of all Liabilities, to Cash Collateralize all L/C's and to establish a reserve account for all indemnification obligations as required hereunder), (C) permitting the use of any of the Collateral pursuant to Section 363(c) of the Bankruptcy Code without the prior written consent of the Lender, (D) permitting recovery from any portion of the Collateral any costs or expenses of preserving or disposing of such Collateral under Section 506(c) of the Bankruptcy Code, or (E) dismissing the Bankruptcy Case; or (ii) the filing of any motion by any party in interest or any Creditors' Committee seeking any of the matters specified in the foregoing clause (i) that is not dismissed or denied within ten (10) days of the date of the filing of such motion.

11.31. Filing of Plan or Disclosure Statement. The filing of a motion by any Borrower seeking approval of a Disclosure Statement and a Plan of Reorganization, or the entry of an order confirming a Plan of Reorganization that does not require repayment in full in cash of all Liabilities and all Pre-Petition Liabilities on the effective date of such Plan of Reorganization.

11.32. Challenge to “Loan Documents”, Etc. (a) The filing of any pleading by any Borrower challenging the validity, priority, perfection, or enforceability of the “Loan Documents” (as defined in the Pre-Petition Credit Agreement), the Pre-Petition Liabilities, or any Encumbrance granted pursuant to the “Loan Documents” (as defined in the Pre-Petition Credit Agreement); or (b) any Encumbrance granted pursuant to the “Loan Documents” (as defined in the Pre-Petition Credit Agreement) is determined to be null and void, invalid or unenforceable by the Bankruptcy Court or another court of competent jurisdiction in any action commenced or asserted by any other party in interest in the Bankruptcy Case, including, without limitation, the Creditors’ Committee.

11.33. Bidding; Sale. Either (i) the failure of the Borrowers to file with the Bankruptcy Court a Bidding Procedures Motion on or prior to the Bidding Procedures Filing Date pursuant to the applicable provisions of the Bankruptcy Code, (ii) a determination by the Bankruptcy Court in the Bankruptcy Case not to enter a Bidding Procedures Order, in form and substance acceptable to the Lender, or the failure by the Bankruptcy Court in the Bankruptcy Case to enter a Bidding Procedures Order, in form and substance acceptable to the Lender, on or before the Bidding Procedures Order Entry Date, (iii) the failure of the Borrowers to file with the Bankruptcy Court a Sale Order Motion on or prior to the Sale Order Filing Date pursuant to the applicable provisions of the Bankruptcy Code, or (iv) a determination by the Bankruptcy Court in the Bankruptcy Case not to enter a Sale Order, in form and substance acceptable to the Lender, or the failure by the Bankruptcy Court in the Bankruptcy Case to enter a Sale Order, in form and substance acceptable to the Lender, on or before the Sale Order Entry Date.

Article 12 - Rights and Remedies Upon Default:

Subject to the terms and conditions of the Borrowing Orders:

12.1. Acceleration; Cash Collateral. Upon the occurrence of any Event of Default, the Lender may declare all Indebtedness of the Borrowers to the Lender to be immediately due and payable and may exercise all of the Lender’s Rights and Remedies (including, without limitation, the right to require the Borrowers to Cash Collateralize (to the extent not previously Cash Collateralized on terms reasonably satisfactory to the Lender) any then outstanding L/Cs.

12.2. Rights of Enforcement. The Lender shall have all of the rights and remedies of a secured party upon default under the UCC, in addition to which the Lender shall have all and each of the following rights and remedies:

(a) To give notice to any bank at which any DDA or Blocked Account is maintained and in which Proceeds of Collateral are deposited, to turn over such Proceeds directly to the Lender.

(b) To give notice to any customs broker of any of the Borrowers to follow the instructions of the Lender as provided in any written agreement or undertaking of such broker in favor of the Lender.

(c) To collect the Receivables Collateral with or without the taking of possession of any of the Collateral.

- (d) To take possession of all or any portion of the Collateral.
- (e) To sell, lease, or otherwise dispose of any or all of the Collateral, in its then condition or following such preparation or processing as the Lender deems advisable and with or without the taking of possession of any of the Collateral.
- (f) To conduct one or more going out of business sales which include the sale or other disposition of the Collateral.
- (g) To apply the Receivables Collateral or the Proceeds of the Collateral towards (but not necessarily in complete satisfaction of) the Liabilities.
- (h) To exercise all or any of the rights, remedies, powers, privileges, and discretions under all or any of the Loan Documents.

12.3. Sale of Collateral

- (a) Any sale or other disposition of the Collateral may be at public or private sale upon such terms and in such manner as the Lender deems advisable, having due regard to compliance with any statute or regulation which might affect, limit, or apply to the Lender's disposition of the Collateral.
- (b) The Lender, in the exercise of the Lender's rights and remedies upon default, may conduct one or more going out of business sales, in the Lender's own right or by one or more agents and contractors. Such sale(s) may be conducted upon any premises owned, leased, or occupied by any Borrower. The Lender and any such agent or contractor, in conjunction with any such sale, may augment the Inventory with other goods (all of which other goods shall remain the sole property of the Lender or such agent or contractor). Any amounts realized from the sale of such goods which constitute augmentations to the Inventory (net of an allocable share of the costs and expenses incurred in their disposition) shall be the sole property of the Lender or such agent or contractor and neither any Borrower nor any Person claiming under or in right of any Borrower shall have any interest therein.
- (c) The Lender shall, in accordance with applicable law, provide the Lead Borrower such notice as may be practicable under the circumstances of the date, time, and place of any proposed public sale, and of the date after which any private sale or other disposition of the Collateral may be made. Each Borrower agrees that such written notice shall satisfy all requirements for notice to that Borrower which are imposed under the UCC or other applicable law with respect to the exercise of the Lender's rights and remedies upon default.
- (d) The Lender may purchase the Collateral, or any portion of it at any sale held under this Article.
- (e) If any of the Collateral is sold, leased, or otherwise disposed of by the Lender on credit, the Liabilities shall not be deemed to have been reduced as a result thereof unless and until payment is finally received thereon by the Lender.

(f) The Lender shall apply the proceeds of the Lender's exercise of its rights and remedies upon default pursuant to this Article 12 in such manner, and with such frequency, as the Lender determines.

12.4. Occupation of Business Location. In connection with the Lender's exercise of the Lender's rights under this Article 12, the Lender may, in accordance with applicable law, enter upon, occupy, and use any premises owned or occupied by each Borrower, and may exclude each Borrower from such premises or portion thereof as may have been so entered upon, occupied, or used by the Lender. The Lender shall not be required to remove any of the Collateral from any such premises upon the Lender's taking possession thereof, and may render any Collateral unusable to the Borrowers. In no event shall the Lender be liable to any Borrower for use or occupancy by the Lender of any premises pursuant to this Article 12, nor for any charge (such as wages for any Borrowers' employees and utilities) incurred in connection with the Lender's exercise of the Lender's Rights and Remedies.

12.5. Grant of Nonexclusive License. Upon the occurrence and during the continuance of an Event of Default, each Borrower hereby grants to the Lender a royalty free nonexclusive irrevocable license to use, apply, and affix any trademark, trade name, logo, or the like in which any Borrower now or hereafter has rights, such license being with respect to the Lender's exercise of the rights hereunder including, without limitation, in connection with any completion of the manufacture of Inventory or sale or other disposition of Inventory.

12.6. Assembly of Collateral. The Lender may require any Borrower to assemble the Collateral and make it available to the Lender at the Borrowers' sole risk and expense at a place or places which are reasonably convenient to both the Lender and the Lead Borrower.

12.7. Rights and Remedies. The rights, remedies, powers, privileges, and discretions of the Lender hereunder (herein, the "**Lender's Rights and Remedies**") shall be cumulative and not exclusive of any rights or remedies which it would otherwise have. No delay or omission by the Lender in exercising or enforcing any of the Lender's Rights and Remedies shall operate as, or constitute, a waiver thereof. No waiver by the Lender of any Event of Default or of any default under any other agreement shall operate as a waiver of any other default hereunder or under any other agreement. No single or partial exercise of any of the Lender's Rights or Remedies, and no express or implied agreement or transaction of whatever nature entered into between the Lender and any person, at any time, shall preclude the other or further exercise of the Lender's Rights and Remedies. No waiver by the Lender of any of the Lender's Rights and Remedies on any one occasion shall be deemed a waiver on any subsequent occasion, nor shall it be deemed a continuing waiver. The Lender's Rights and Remedies may be exercised at such time or times and in such order of preference as the Lender may determine. The Lender's Rights and Remedies may be exercised without resort or regard to any other source of satisfaction of the Liabilities.

12.8. Borrower's Exercise of Lender's Rights and Remedies. In lieu of the exercise by the Lender of any or all of the Lender's Rights and Remedies after the occurrence and during the continuance of an Event of Default, the Lender may require, and upon request by the Lender the Borrowers shall, undertake to liquidate the Collateral on behalf of the Lender in such manner as the Lender may require. Such liquidation may be effected through a partial or chain-wide

store closing sale in a manner consistent with the foregoing enumeration of the Lender's Rights and Remedies, and as otherwise permitted by the Bankruptcy Court.

(a) The Lender and the Borrowers shall endeavor to implement such a liquidation on mutually acceptable terms and conditions. However, the Lender may by written notice to the Lead Borrower require the Borrowers to:

(i) File a motion seeking to retain one or more nationally recognized professional retail inventory liquidation agents reasonably acceptable to the Lead Borrower and the Lender to sell, lease, or otherwise dispose of the Collateral on terms acceptable to the Lender.

(ii) File a motion or motions seeking to sell, assume, assign, or otherwise dispose of any or all of the Leasehold Interests pursuant to Sections 363 and 365 of the Bankruptcy Code, on terms acceptable to the Lender.

(b) The Borrowers shall file such motion(s) within five (5) Business Days of the Lender's request and shall diligently prosecute such motion(s). If the Borrowers fail to so file or diligently prosecute the motion(s), the Lender may file a motion requesting authority to file and prosecute such motion(s).

Article 13 - Notices:

13.1. Notice Addresses. All notices, demands, and other communications made in respect of any Loan Document (other than a request for a loan or advance or other financial accommodation under the Revolving Credit) shall be made to the following addresses, each of which may be changed upon seven (7) days' written notice to all others given by certified mail, return receipt requested:

If to the Lender:

Bank of America, N.A.
100 Federal Street, 9th Floor
Boston, Massachusetts 02110
Attention : Jai Alexander
Fax : (617) 434-4312
Email : jai.alexander@baml.com

With a copy to:

Riemer & Braunstein LLP
Three Center Plaza
Boston, Massachusetts 02108
Attention : Donald E. Rothman, Esquire
Fax : (617) 880-3456
Email : drothman@riemerlaw.com

If to the Lead Borrower: