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100715656

ached original documents or copy thereof.

To the Honorable Commissioner of PE

1. Name of conveying party(ies):

Tweezerman Corporation

- Individual(s)
- General Partnership
- Corporation-State
- Other New York

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

2. Name and address of receiving party(ies)

Name: Fleet Bank, National Association

Internal Address: _____

Street Address: 800 Broad Hollow Road

City: Melville State: NY ZIP: 11747

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Amendment to Security Agreement
- Merger
- Change of Name

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,960,228

Additional numbers attached? Yes No

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

Name: Sandra J. DuBoff, Esq.

Internal Address: _____

Phillips Nizer Benjamin Krim & Ballou LLP

Street Address: _____

666 Fifth Avenue

City: New York State: NY ZIP: 10103

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Sandra J. DuBoff, Esq.
Name of Person Signing

Sandra J. DuBoff
Signature

5/27/98
Date

Total number of pages including cover sheet, attachments, and document: 2

Amendment No. 1 to Security Agreement - Trademark

This First Amendment to the Security Agreement - Trademark is dated April 29, 1998 (the "Amendment") and amends the Security Agreement - Trademark dated June 24, 1996 (the "Original Security Agreement") by and between Tweezerman Corporation, a New York corporation having its principal place of business at 55 Sea Cliff Avenue, Glen Cove, New York 11542 ("Debtor") and Fleet Bank, National Association, a national banking association with an address at 300 Broad Hollow Road, Melville, New York 11747 ("Secured Party").

Whereas, the Debtor has requested the Secured Party to increase the revolving line of credit available to it from \$2,500,000 to \$4,000,000; and

Whereas, the Secured Party desires to secure the amended and restated revolving line note in the principal amount of \$4,000,000 by the collateral described in paragraph 2 of the Original Security Agreement.

IT IS, THEREFORE, AGREED:

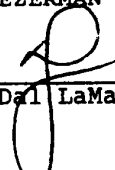
1. The phrase "\$2,500,000" in paragraph 3 of the Original Security Agreement is hereby deleted and the phrase "\$4,000,000" is substituted therefor.

2. Except as specifically amended by this Amendment, the terms and conditions of the Original Security Agreement shall remain in full force and effect.

Dated: April 29, 1998


DEBTOR:

TWEEZERMAN CORPORATION

By: 
Dal LaMagna, President

SECURED PARTY:

FLEET BANK, NATIONAL ASSOCIATION

By: 
Name: ROBERT J. MILAS
Title: VICE President

Doc #. 401966.2

RECORDED: 05/07/1998

TRADEMARK
REEL: 1729 FRAME: 0433