

02-24-1999



100970592

FORM COVER SHEET
ARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
- Change of Name Month Day Year
- Other Notice of Collateral Assignment

Conveying Party

2-16-99

Mark if additional names of conveying parties attached

Name Cranston Print Work Company
Formerly

Execution Date
Month Day Year
01 29 1999

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Rhode Island

Receiving Party

Mark if additional names of receiving attached

Name BankBoston, N.A.

DBA/AKA/TA

Composed of

Address (line 1) 100 Federal Street

Address (line 2)

Address (line 3)

City Boston State/Country MA Zip Code 02110

- Individual General Partnership Limited Partnership
- Corporation Association National Banking Association
- Other
- Citizenship/State of Incorporation/Organization

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

02/18/1999 JSNABAZZ 00000034 1026984

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 575.00 OP

615E

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

Pages Enter the total number of pages of the attached conveyance document including any attachments.

#15

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



Mark if additional numbers attached

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

Trademark Application Number(s)

Registration Number(s)

SEE ATTACHED

Number of Properties

Enter the total number of properties involved

24

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 615.00

Method of Payment:

Enclosed



Deposit Account



Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

07-1700

Authorization to charge additional fees:

Yes



No



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. Charges to deposit account are authorized, as indicated herein.

Jon D. Schneider, P.C.
Name and Person Signing

Jon D. Schneider, P.C.
Signature

February 11, 1999
Date Signed

Schedule A
Effective January 29, 1999
Trademarks, Service Marks, Trademarks, Etc.
Active United States Trademarks and Service Marks

TRADEMARKS

<u>TRADEMARK</u>	<u>REG. No.</u>	<u>REG. DATE</u>
CPW	1,026,984	12/9/75
CRANSTON HOME FASHIONS & Design	1,943,046	12/19/95
CRANSHEEN	650,695	8/20/57
THE CLOTH COMPANY	1,060,813	3/8/77
CRANSTON	1,024,718	11/11/75
CRANSTON FINISHED & Design	726,843	10/14/61
CRANSTON	1,033,295	2/10/76
SCHWARTZ-LIEBMAN	1,013,588	6/17/75
CRANTEX	1,057,672	2/1/77
V.I.P. FABRICS	817,450	10/25/66
THE CRANSTON COLLECTIONS & Design	1,751,921	2/9/93
CALI CUT	1,435,625	4/7/87
LAUNDRY BAG	1,122,829	7/24/79
CALI QUARTERS	1,435,626	4/7/87
CRANSTON CUT-OUTS & Design	1,958,089	2/20/96
DEXTER THE DINOSAUR	1,905,019	7/11/95
BERCEN INC.	2,076,941	7/8/97
BERJET	2,096,049	9/9/97
BERSIL	1,183,371	12/29/81
BERSET	1,186,280	1/19/82
BERCHEM	1,186,340	1/19/82
BERBOND	1,182,609	12/22/81

BERSIZE

1,182,610

12/22/81

BERSIZE

1,182,611

12/22/81

DOCSC\718709.1

NOTICE OF COLLATERAL ASSIGNMENT OF TRADEMARKS

This Notice of Collateral Assignment of Trademarks (this "Notice") is made as of January 29, 1999, by Cranston Print Works Company, a Rhode Island corporation (the "Grantor"), and BankBoston, N.A., as lender (the "Bank") and as collateral agent (the "Agent").

RECITALS

WHEREAS, the Bank established credit facilities for the Grantor under a Revolving Credit Agreement dated as of February 13, 1997 between the Grantor and the Bank (as amended and in effect from time to time, the "Credit Agreement"); and

WHEREAS, The Prudential Insurance Company of America ("Prudential") established a credit facility for the Guarantor under a Note Purchase Agreement dated as of August 31, 1997 (as amended and in effect from time to time, the "Prudential Agreement");

WHEREAS, the Grantor and the Agent entered into a Security Agreement dated as of February 13, 1997 (as amended and in effect from time to time, the "Security Agreement"), pursuant to which the Grantor, in order to secure the payment and performance of the Obligations (as defined in the Security Agreement) to the Bank and Prudential granted the Agent a security interest in all the Grantor's personal property, fixtures and rights of every kind and nature, whether now owned or hereafter acquired or arising, and all products and proceeds thereof, including but not limited to the Trademark Collateral (as defined in Section 1 below); and

WHEREAS, the Grantor is the owner of the trademarks, trademark registrations, service marks, service mark registrations, tradenames, and trademark and service mark applications set forth on Schedule A attached hereto, which trademarks and service marks have been issued by, and which trademark and service mark applications have been filed with, the United States Office of Patents and Trademarks, and all of which is included in the Trademark Collateral.

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and pursuant to the terms and conditions set forth in the Security Agreement, NOTICE IS HEREBY GIVEN THAT:

1. Pursuant to the Security Agreement, as supplemented by this Notice, the Grantor has assigned to the Agent for collateral purposes and has granted to the Agent a security interest in, among other things, all of the following (collectively, the "Trademark Collateral"): all trademarks, trademark registrations, service marks, service mark registrations, tradenames, trademark and service mark applications (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, (d) all rights corresponding thereto throughout the world, (e) all of the goodwill of Grantor's business connected with and symbolized by the trademarks, service marks, tradenames or other items described in clauses (a)-

(d), and (f) all other proceeds of the foregoing, all in accordance with the terms and conditions of the Security Agreement.

Without limiting the generality of the foregoing, pursuant to the Security Agreement and this Notice, the Grantor has collaterally assigned to the Agent and has granted to the Agent a security interest in the trademarks issued by the United States Office of Patents and Trademarks (and the applications for such trademarks) set forth on Schedule A hereto.

2. The Grantor agrees that it will not sell or offer to sell or otherwise transfer the Trademark Collateral or any interest therein, or grant any rights or interests thereto or therein, except as permitted under the Security Agreement, and except for licenses of the Trademark Collateral granted in the ordinary course of business.

3. The Grantor and the Agent hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the collateral assignment of and security interest in the Trademark Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

4. This instrument is made pursuant to the Security Agreement. The Grantor hereby expressly authorizes the Agent to record this instrument in the United States Office Patents and Trademarks, as well as in any other federal or state office in which any of the Grantor's rights or interests comprising or connected with the Trademark Collateral (including but not limited to rights arising under applicable state law) have been registered or recorded.

IN WITNESS WHEREOF, each of the Grantor and the Agent has caused this Notice to be duly executed, as an instrument under seal, by its duly authorized officer, as of the date first above written.

CRANSTON PRINT WORKS COMPANY

By: Bryan Adriance
Name: Bryan Adriance
Title: Vice President of Administration

BANKBOSTON, N.A.
By: C. Lee Willingham
Name: C. Lee Willingham
Title: Vice President

STATE OF RHODE ISLAND)
) ss.
COUNTY OF Providence)

On this 15th day of ~~January~~ February, 1999, before me personally appeared Bryan Adriance, to me known, who, being by me duly sworn, declared that he/she is the Vice President of Administration of Cranston Print Works Company, the corporation described in and which executed the foregoing instrument; that being duly authorized he/she did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My commission expires: 6/17/2001 Cecilia M. Lake
Notary Public

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 3rd day of ~~January~~ February, 1999, before me personally appeared C. Lee Willingham, to me known, who, being by me duly sworn, declared that he is a Vice President of BankBoston, N.A., the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My commission expires: Aug 27, 2004 Jon Schreier
Notary Public

SCHEDULE A
Effective January 29, 1999
Trademarks, Service Marks, Tradenames, Etc.
Active United States Trademarks and Service Marks
Page 1 of 10

CPW
Service Mark

Reg. No.: 1,026,984
Issue Date: 12/9/75
Expiration Date: 12/9/2005

CRANSTON HOME FASHIONS & Design
Trademark

Reg. No.: 1,943,046
Issue Date: 12/19/95
Expiration Date: 12/19/2005

CRANSHEEN
Trademark

Reg. No.: 650,695
Issue Date: 8/20/57
Expiration Date: 8/20/2007

THE CLOTH COMPANY
Trademark

Reg. No.: 1,060,813
Issue Date: 3/8/77
Expiration Date: 3/8/2007

CRANSTON
Trademark

Reg. No.: 1,024,718
Issue Date: 11/11/75
Expiration Date: 1/11/2005

CRANSTON FINISHED & Design
Service Mark

Reg. No.: 726,843
Issue Date: 10/14/61
Expiration Date: 1/23/2002

CRANSTON
Service Mark

Reg. No.: 1,033,295
Issue Date: 2/10/76
Expiration Date: 2/10/2006

SCHWARTZ-LIEBMAN
Trademark

Reg. No.: 1,013,588
Issue Date: 6/17/75
Expiration Date: 6/17/2005

CRANTEX
Trademark

Reg. No.: 1,057,672
Issue Date: 2/1/77
Expiration Date: 2/1/2007

V.I.P. FABRICS
Trademark

Reg. No.: 817,450
Issue Date: 10/25/66
Expiration Date: 10/25/2006

THE CRANSTON COLLECTIONS & Design
Trademark

Reg. No.: 1,751,921
Issue Date: 2/9/93
Expiration Date: 2/9/2003

SCHEDULE A
Effective January 29, 1999
Trademarks, Service Marks, Tradenames, Etc.
Active United States Trademarks and Service Marks
Page 2 of 10

CALI CUT

Trademark

Reg. No.: 1,435,625
Issue Date: 4/7/87
Expiration Date: 4/7/2007

CALI QUARTERS

Trademark

Reg. No.: 1,435,626
Issue Date: 4/7/87
Expiration Date: 4/7/2007

DEXTER THE DINOSAUR

Trademark

Reg. No.: 1,905,019
Issue Date: 7/11/95
Expiration Date: 7/11/2205

BERCEN INC.

Trademark

Reg. No.: 2,076,941
Issue Date: 7/8/97
Expiration Date: 7/8/2007

BERSIL

Trademark

Reg. No.: 1,183,371
Issue Date: 12/29/81
Expiration Date: 12/29/2001

BERCHEM

Trademark

Reg. No.: 1,186,340
Issue Date: 1/19/82
Expiration Date: 1/19/2002

LAUNDRY BAG

Trademark

Reg. No.: 1,122,829
Issue Date: 7/24/79
Expiration Date: 7/24/99

CRANSTON CUT-OUTS &

Design

Trademark

Reg. No.: 1,958,089
Issue Date: 2/20/96
Expiration Date: 2/20/2006

BERJET

Trademark

Reg. No.: 2,096,049
Issue Date: 9/9/97
Expiration Date: 9/9/2007

BERSET

Trademark

Reg. No.: 1,186,280
Issue Date: 1/19/82
Expiration Date: 1/19/2002

BERBOND

Trademark

Reg. No.: 1,182,609
Issue Date: 12/22/81
Expiration Date: 12/22/2001

SCHEDULE A
Effective January 29, 1999
Trademarks, Service Marks, Tradenames, Etc.
Active United States Trademarks and Service Marks
Page 3 of 10

BERSIZE
Trademark

Reg. No.: 1,182,610
Issue Date: 12/22/81
Expiration Date: 12/22/2001

BERSIZE
Trademark

Reg. No.: 1,182,611
Issue Date: 12/22/81
Expiration Date: 12/22/2001

Active International Trademarks

CRANSTON
Benelux Trademark

Reg. No.: 325,547
Issue Date: 4/18/74
Expiration Date: 4/18/2004

CRANSTON
Canada Trademark

Reg. No.: 221,170
Issue Date: 6/17/77
Expiration Date: 6/17/2007

CPW & Design
Canada Trademark

Reg. No.: 206,544
Issue Date: 4/18/75
Expiration Date: 4/18/2005

CPW & Design
(Cranston Processed Fabrics)

Canada Trademark
Reg. No.: 107,958
Issue Date: 9/13/57
Expiration Date: 9/13/2002

THE CLOTH COMPANY
Canada Trademark

Reg. No.: 226,308
Issue Date: 7/28/78
Expiration Date: 3/3/2008

CRANTEX
Canada Trademark

Reg. No.: 206,545
Issue Date: 4/18/75
Expiration Date: 4/18/2005

MILLWORTH FABRICS
Canada Trademark

Reg. No.: 414273
Issue Date: 7/2/93
Expiration Date: 7/2/2008

SCHWARTZ LIEBMAN
Canada Trademark

Reg. No.: 210,458
Issue Date: 11/7/75
Expiration Date: 11/7/2005

V.I.P.
Canada Trademark

Reg. No.: 217,306
Issue Date: 11/26/76
Expiration Date: 11/26/2006

PRINTED BY CRANSTON
Denmark Trademark

Reg. No.: 00.169-1975
Issue Date: 1/10/75
Expiration Date: 1/10/2005

SCHEDULE A
Effective January 29, 1999
Trademarks, Service Marks, Tradenames, Etc.
Active International Trademarks
Page 4 of 10

CRANSTON

France Trademark

Reg. No.: 1,276,620
Issue Date: 7/24/74
Expiration Date: 6/19/2004

CRANSTON

Israel Trademark

Reg. No.: 39050
Issue Date: 4/16/95
Expiration Date: 4/16/2009

PRINTED BY CRANSTON

Italy Trademark

Reg. No.: 682991
Issue Date: 7/4/96
Expiration Date: 5/24/2004

V.I.P. (Block)

Japan Trademark

Reg. No.: 4209132
Issue Date: 11/6/98
Expiration Date: 11/6/2008

CRANTEX

Mexico Trademark

Reg. No.: 587,066
Issue Date: 8/31/98
Expiration Date: 7/29/2008

V.I.P. (Block)

Mexico Trademark

Reg. No.: 573,542
Issue Date: 3/30/98
Expiration Date: 9/22/2007

CRANSTON PRINTWORKS COMPANY

Germany Trademark

Reg. No.: 945 766/24
Issue Date: 5/5/95
Expiration Date: 6/30/2005

V.I.P. (Stylized)

Israel Trademark

Reg. No.: 115098
Issue Date: 7/31/98
Expiration Date: 9/2004

CRANSTON

Japan Trademark

Reg. No.: 1286476
Issue Date: 7/20/77
Expiration Date: 7/20/2007

CRANSTON PRINT WORKS COMPANY

Mexico Trademark

Reg. No.: 587,065
Issue Date: 8/31/98
Expiration Date: 7/29/2008

SCHWARTZ LIEBMAN TEXTILES

Mexico Trademark

Reg. No.: 587,064
Issue Date: 8/31/98
Expiration Date: 8/31/2008

CRANSTON

New Zealand Trademark

Reg. No.: B126901
Issue Date: 7/6/84
Expiration Date: 2/14/2000

SCHEDULE A
Effective January 29, 1999
Trademarks, Service Marks, Tradenames, Etc.
Active International Trademarks
Page 5 of 10

CRANSTON

Norway Trademark

Reg. No.: 101288
Issue Date: 12/14/78
Expiration Date: 12/14/98
This trademark is being renewed

CRANSTON

Sweden Trademark

Reg. No.: 168 546
Issue Date: 7/20/79
Expiration Date: 7/20/99

CRANSTON

Republic of Transkei, Republic of Bophuthatswana, Republic of Venda and South Africa Trademark

Reg. No.: B74/1944
Issue Date: 4/16/74
Expiration Date: 4/16/2004

CRANSTON

United Kingdom Trademark

Reg. No.: 2145470
Issue Date: 9/18/97
Expiration Date: 9/18/2007

SCHEDULE A
Effective January 29, 1999
Trademarks, Service Marks, Tradenames, Etc.
Applications for Trademarks
Page 6 of 10

U.S. Applications Pending

PRIVATE LINES

Filing Date: December 4, 1997
U.S. Serial Number: 75/400,051
Int. Class: 24

International Applications Pending

V.I.P. (Block Form), Argentina

Filing Date: September 22, 1997
Application Number: 2.104.416
Int. Class: 24

CRANSTON, Australia

Filing Date: October 29, 1997
Application Number: 747414
Int. Class: 24

V.I.P., Australia

Filing Date: September 11, 1996
Application Number: 717152
Int. Class: 24

V.I.P., Benelux

Filing Date: July 7, 1998
Application Number: 929.217
Int. Clas: 24

V.I.P. (Stylized), Brazil

Filing Date: November 26, 1997
Application Number: 820406317
Int. Class: 24

CRANSTON, Colombia

Filing Date: July 23, 1998
Application Number: 98.041.980
Int. Class: 24

SCHEDULE A
Effective January 29, 1999
Trademarks, Service Marks, Tradenames, Etc.
Applications for Trademarks
Page 7 of 10

CRANTEX, Colombia

Filing Date: June 17, 1998
Application Number: 98.034.422
Int. Class: 24

PRIVATE LINES, Colombia

Filing Date: May 7, 1998
Application Number: 98.025.370
Int. Class: 24

SCHWARTZ-LIEBMAN, Colombia

Filing Date: July 23, 1998
Application Number: 98.041.979
Int. Class: 24

V.I.P. (Block), Colombia

Filing Date: October 8, 1997
Application Number: 97.058.965
Int. Class: 24

V.I.P. (Stylized), European Community

Filing Date: September 29, 1997
Application Number: 000649186
Int. Class: 24

CRANSTON, Great Britain

Filing Date: September 18, 1997
Application Number: 2,145,470
Int. Class: 24

V.I.P., Great Britain

Filing Date: September 18, 1997
Application Number: 2,145,469
Int. Class: 24

SCHEDULE A
Effective January 29, 1999
Trademarks, Service Marks, Tradenames, Etc.
Applications for Trademarks
Page 8 of 10

V.I.P., Hong Kong

Filing Date: September 22, 1997

Application Number: 97 13524

Int. Class: 24

V.I.P. (Block), Indonesia

Filing Date: October 20, 1997

Application Number: D97-22907

Int. Class: 24

V.I.P. (Block), Malaysia

Filing Date: November 12, 1997

Application Number: 97/16219

Int. Class: 24

PRIVATE LINES, Mexico

Filing Date: June 2, 1998

Application Number: 334,606

Int. Class: 24

CRANSTON, Panama

Filing Date: August 21, 1998

Application Number: 95700

Int. Class: 24

CRANTEX, Panama

Filing Date: July 3, 1998

Application Number: 094736

Int. Class: 24

PRIVATE LINES, Panama

Filing Date: June 4, 1998

Application Number: 094211

Int. Class: 24

SCHEDULE A
Effective January 29, 1999
Trademarks, Service Marks, Tradenames, Etc.
Applications for International Trademarks
Page 9 of 10

SCHWARTZ-LIEBMAN TEXTILES, Panama

Filing Date: July 3, 1998
Application Number: 094734
Int. Class: 24

V.I.P., Panama

Filing Date: February 10, 1998
Application Number: 092435
Int. Class: 24

V.I.P. (Stylized), Saudi Arabia

Filing Date: November 2, 1997
Application Number: 41456
Int. Class: 24

CRANSTON, Venezuela

Filing Date: July 21, 1998
Application Number: 13.558-98
Int. Class: 24

CRANTEX, Venezuela

Filing Date: July 21, 1998
Application Number: 13.559.98
Int. Class: 24

PRIVATE LINES, Venezuela

Filing Date: May 12, 1998
Application Number: 8249-98
Int. Class: 24

SCHWARTZ-LIEBMAN TEXTILES, Venezuela

Filing Date: July 21, 1998
Application Number: 13.572-98
Int. Class: 24

V.I.P., Venezuela

Filing Date: September 30, 1997
Application Number: 19.611-97
Int. Class: 24

SCHEDULE A
Effective January 29, 1999
Trademarks, Service Marks, Tradenames, Etc.
Trade Names Used Currently or in the Past
Page 10 of 10

Cranston Print Works Company
Webster Division
Fletcher Division
Screen Print Division
The Cloth Company
V.I.P. Fabrics
Crantex
Evolution
Millworth
Private Lines
Schwartz-Liebman
The Cranston Collections
Cranston Village
Cranston Consumer Products

Brockton Adhesives
National Marker
Cranston Trucking Company
Cranston Trading Company
Cranston Air
Universal Engravers
Cranston Home Fashions
Cranston Apparel Fabrics
Bercen Inc.
Bercen North
Bercen South
Bercen Performance Chemicals
Technology Services
Cranston Textile Services

(end of document)

(forms file.tradeac.doc)