

04-29-1999

APR. 20. 1999 11:06AM LDLKSN

NO. 522 P. 2



101024096

FORM PTO-1394 (Rev. 6-93) OMB No. 0651-0011 (exp 4/94)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

4.19.99 mrc

1. Name of conveying party(ies):
HARD CANDY, INC.

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State CA
 Other _____

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

2. Name and address of receiving party:

Name: HELLER FINANCIAL INC

Internal Address: _____

Street Address: 505 N. Brand Boulevard

City: Glendale State: CA Zip: 91203-1901

Country: U.S.A.

RECEIVED

APR 19 1999

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 19, 1998

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from assignment.)
 Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s) SEE ATTACHED	B. Trademark Registration No.(s) SEE ATTACHED
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Additional numbers attached? Yes No

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

Name: STEPHEN B. GOLDMAN

Internal Address: LERNER, DAVID, LITTENBERG,
KRUMHOLZ & MENTLIK LLP

Street Address: 600 South Avenue West

City: Westfield State: NJ ZIP: 07090

04/27/1999 DNDUYEN 00000417 121095 75253088

6. Total Number of applications and registrations involved: 88

7. Total Fee (37 CFR 3.41)..... \$ 2,215.00

Enclosed
 Authorized to be charged to deposit account *SEE ATTACHED

8. Deposit account number:
12-1095

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

01 FC:481 40.00 CH
02 FC:482 2175.00 CH

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.

MARC E. BERSON
(Name of Person Signing)

(Signature)

April 20, 1999
(Date)

Total number of pages including cover sheet, attachments, and documents: **8**

Mail documents to be recorded with required cover sheet information to:
U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 135, Washington, DC 20231 Attention: Assignments

TRADEMARK
REEL: 001898 FRAME: 0897

SCHEDULE A

TRADEMARK	SERIAL NUMBER	DATE OF FILING	TRADEMARK	REGIST. NUMBER
SQUEEZE	75-253,092	19970306	XXXMAS	2,099,644
SKITZO	75-253,091	19970306	SEXY SANTA	2,099,643
FLUFF	75-253,090	19970306	SEASONAL PSYCHOSIS	2,099,642
BOINK	75-253,089	19970306	JINGLE BALLS	2,099,641
VICE	75-253,088	19970306	ICKY EGGNOG	2,099,640
TRICKY	75-253,087	19970306	HOLIDAY HOMICIDE	2,099,639
GHETTO GIRL	75-253,086	19970306	TESTOSTERONE	2,103,641
DORK	75-253,085	19970306	OEDIPUS	2,101,707
CRY BABY	75-253,084	19970306	LIBIDO	2,101,706
CHUMP	75-253,083	19970306	GIGOLO	2,101,705
CANDY GIRL	75-253,066	19970306	DOG	2,101,704
CANDY GIRL	75-253,065	19970306	COWBOY	2,107,477
CANDY BOY	75-253,064	19970306	FELONY	2,103,563
CANDY BOY	75-253,063	19970306	FUNKY JUNKIE	2,099,558
HC	75-223,388	19970109	HIPPIE CHICK	2,101,631
HARD CANDY	75-223,387	19970109	PSYCHOTIC	2,132,189
HARD CANDY	75-223,386	19970109	SPACE BOY	2,101,630
HARD CANDY	75-223,385	19970109	GANGSTA BOOTY	2,107,326
HC	75-223,384	19970109	SEX PISTOL	2,101,629
HARD CANDY	75-223,383	19970109	AWOL	2,101,628
CANDY MAN	75-198,564	19961115	TANTRUM	2,101,627
HARD CANDY	75-198,374	19961115	PEA SOUP	2,099,557
CANDY MAN	75-175,886	19961002	SOUL	2,112,077
FIEND	75-140,633	19960726	TEASE	2,057,566
TRAMP	75-140,605	19960726	NYMPH	2,055,570
LOVE CHILD	75-140,600	19960726	HC	2,059,480
TRAILER TRASH	75-136,469	19960719	PYRO	2,057,565
CHOCOLATE KISS	75-136,467	19960719	NARCOTIC	2,057,564
MANIC	75-136,457	19960719	JAIL BAIT	2,057,533
SKY	75-136,456	19960719	SCAM	2,055,529
PLATINUM	75-117,713	19960612	VEGAS	2,115,554
FETISH	75-117,705	19960612	VINYL	2,057,406
GREED	75-117,703	19960612	PIMP	2,055,338
DESIGN ONLY	74-726,810	19950908	PAVEMENT	2,057,405
			NAVEL	2,055,337
			PUSSY CAT	2,055,336
			SCORN	2,057,404
			SKY	2,059,342
			INVISIBLE	2,115,458
			SUSHI	2,055,335
			TRAILER TRASH	2,057,403
			MANIC	2,055,334
			MERMAID	2,059,341
			PORNO	2,121,012
			BUBBLE GUM	2,055,333
			CHOCOLATE KISS	2,122,972
			CHRONIC	2,055,332
			COCONUT	2,099,033
			EARTH	2,117,509
			FLAMING	2,057,402
			FRIGID	2,057,401
			HAZE	2,055,331
			HEIST	2,057,400
			HARD CANDY	1,987,262

**NOTICE OF GRANT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, HARD CANDY, INC., a California corporation (the "Grantor") with offices at 110 N. Doheny Drive, Beverly Hills, California 90211 hereby grants a security interest to HELLER FINANCIAL, INC., a Delaware corporation with offices at 505 N. Brand Boulevard, Glendale, California 91203-1903 (the "Grantee"), in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Factoring, Loan and Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses symbolized by the Marks, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same (collectively, the "Trademark Collateral").

THIS AGREEMENT is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Factoring, Loan and Security Agreement, dated as of March 19, 1998, between Grantor and Grantee, (as amended from time to time, the "Factoring Agreement").

NOTICE IS HEREBY GIVEN that this Agreement has been entered into in conjunction with the security interest granted to the Grantee under the Factoring Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein and therein are without prejudice to, and are in addition to those set forth in the Factoring Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Factoring Agreement, the provisions of the Factoring Agreement shall govern. This Agreement is governed by the laws of the State of California, without consideration to its choice of law provisions, and any claims arising hereunder shall be prosecuted therein.

Grantor shall notify Grantee of the filing of any application for registration of, or the initiation of use of a trademark not set forth in Schedule "A", within thirty (30) days of the filing of such application or such first use, whichever is the earlier to occur. Upon Grantee's request, Grantor shall execute and deliver to Grantee any document necessary to further evidence the by Grantor to Grantee of a security interest in such trademark and all associated goodwill and proceeds therefrom (such additional trademark, all associated goodwill and proceeds therefrom shall be a part of the Trademark Collateral).

In the event that Grantor shall fail to execute any document or take any action reasonably requested of it in furtherance of this Agreement, then Grantor hereby names Grantee its true and lawful attorney-in-fact for the sole purpose of executing such document or taking such action in

:\WPDATA\WELLER\FHARD CANDY\TRADEMARKNOTICE

**TRADEMARK
REEL: 001898 FRAME: 0899**

the place and stead of Grantor. This power of attorney is coupled with an interest, is irrevocable, and shall survive the termination or expiration of this Agreement.

DATED: March 19, 1998

GRANTOR:

HARD CANDY, INC.,
a California corporation

By: *Eric B. Heller*
Its: *CEO*

GRANTEE:

HELLER FINANCIAL, INC.,
a Delaware corporation

By: *Deane W. Kenney*
Its: *AIP - Underwriter*

(THIS DOCUMENT MUST BE EXECUTED BEFORE A NOTARY PUBLIC
AND PROPER NOTARIAL ACKNOWLEDGMENTS ATTACHED)

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

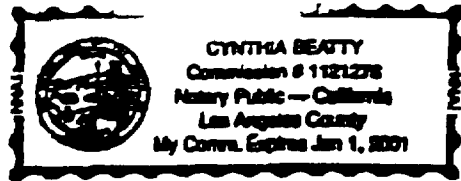
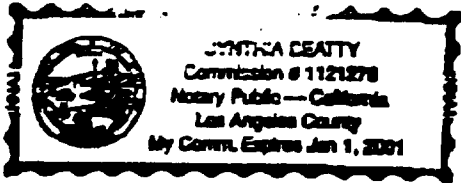
No. 5807

State of California
County of Los Angeles

On March 19, 1998 before me, Cynthia Beatty, Notary Public
DATE NAME, TITLE OF OFFICER - E.G., "JANE DOE, NOTARY PUBLIC"

personally appeared Eric R. Hohl and Anne W. Kenney
NAME(S) OF SIGNER(S)

personally known to me - OR - proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) ~~is/are~~ subscribed to the within instrument and acknowledged to me that ~~he/she/they~~ executed the same in ~~his/her/their~~ authorized capacity(ies), and that by ~~his/her/their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



WITNESS my hand and official seal.

Cynthia Beatty
SIGNATURE OF NOTARY

OPTIONAL

Though the data below is not required by law, it may prove valuable to persons relying on the document and could prevent fraudulent reattachment of this form.

CAPACITY CLAIMED BY SIGNER

- INDIVIDUAL
- CORPORATE OFFICER

TITLE(S)

- PARTNER(S) LIMITED
- GENERAL
- ATTORNEY-IN-FACT
- TRUSTEE(S)
- GUARDIAN/CONSERVATOR
- OTHER: _____

DESCRIPTION OF ATTACHED DOCUMENT

Notice of Grant of Security Interest in United States Trademark

TITLE OR TYPE OF DOCUMENT

- 3 -

NUMBER OF PAGES

March 19, 1998

DATE OF DOCUMENT

SIGNER IS REPRESENTING:
NAME OF PERSON(S) OR ENTITY(IES)

SIGNER(S) OTHER THAN NAMED ABOVE

PENDING APPLICATIONS

TRADEMARK	SERIAL NUMBER	DATE OF FILING	REGIST. NUMBER	DATE REG.
VICE	75-253,088	19970306		
CANDY GIRL	75-253,066	19970306		
CANDY GIRL	75-253,065	19970306		
CANDY BOY	75-253,064	19970306		
CANDY BOY	75-253,063	19970306		
HC	75-223,388	19970109		
HARD CANDY	75-223,387	19970109		
HARD CANDY	75-223,386	19970109		
HARD CANDY	75-223,385	19970109		
HC	75-223,384	19970109		
HARD CANDY	75-223,383	19970109		
CANDY MAN	75-198,564	19961115		
FIEND	75-140,633	19960726		
TRAMP	75-140,605	19960726		
LOVE CHILD	75-140,600	19960726		
TRAILER TRASH	75-136,469	19960719		
CHOCOLATE KISS	75-136,467	19960719		
MANIC	75-136,457	19960719		
SKY	75-136,456	19960719		
PLATINUM	75-117,713	19960612		
FETISH	75-117,705	19960612		
GREED	75-117,703	19960612		

REGISTERED MARKS

TRADEMARK	SERIAL NUMBER	DATE OF FILING	REGIST. NUMBER	DATE REG.
XXXMAS	75-253,098	19970306	2,099,644	19970923
SEXY SANTA	75-253,097	19970306	2,099,643	19970923
SEASONAL PSYCHOSIS	75-253,096	19970306	2,099,642	19970923
JINGLE BALLS	75-253,095	19970306	2,099,641	19970923
ICKY EGGNOG	75-253,094	19970306	2,099,640	19970923
HOLIDAY HOMICIDE	75-253,093	19970306	2,099,639	19970923
SQUEEZE	75-253,092	19970306	2,215,767	19990105
SKITZO	75-253,091	19970306	2,213,796	19981229
FLUFF	75-253,090	19970306	2,213,795	19981229
BOINK	75-253,089	19970306	2,213,794	19981229
TRICKY	75-253,087	19970306	2,215,766	19990105
GHETTO GIRL	75-253,086	19970306	2,213,793	19981229
DORK	75-253,085	19970306	2,215,765	19990105
CRY BABY	75-253,084	19970306	2,215,764	19990105
CHUMP	75-253,083	19970306	2,215,763	19990105
TESTOSTERONE	75-229,319	19970122	2,103,641	19971007
OEDIPUS	75-229,317	19970121	2,101,707	19970930
LIBIDO	75-229,316	19970122	2,101,706	19970930

GIGOLO	75-229,315	19970122	2,101,705	19970930
DOG	75-229,314	19970121	2,101,704	19970930
COWBOY	75-229,313	19970122	2,107,477	19971021
HARD CANDY	75-198,374	19961115	2,150,397	19980414
FELONY	75-198,372	19961115	2,103,563	19971007
FUNKY JUNKIE	75-198,371	19961115	2,099,558	19970923
HIPPIE CHICK	75-198,370	19961115	2,101,631	19970930
PSYCHOTIC	75-198,369	19961115	2,132,189	19980127
SPACE BOY	75-198,368	19961115	2,101,630	19970930
GANGSTA BOOTY	75-198,367	19961115	2,107,326	19971021
SEX PISTOL	75-198,366	19961115	2,101,629	19970930
AWOL	75-198,365	19961115	2,101,628	19970930
TANTRUM	75-198,364	19961115	2,101,627	19970930
PEA SOUP	75-198,362	19961115	2,099,557	19970923
CANDY MAN	75-175,886	19961002	2,215,697	19990105
SOUL	75-175,869	19961002	2,112,077	19971111
TEASE	75-140,608	19960726	2,057,566	19970429
NYMPH	75-140,607	19960726	2,055,570	19970422
HC	75-140,606	19960726	2,059,480	19970506
PYRO	75-140,603	19960726	2,057,565	19970429
NARCOTIC	75-140,601	19960726	2,057,564	19970429
JAIL BAIT	75-133,477	19960712	2,057,533	19970429
SCAM	75-133,476	19960712	2,055,529	19970422
VEGAS	75-133,475	19960712	2,115,554	19971125
VINYL	75-117,728	19960612	2,057,406	19970429
PIMP	75-117,726	19960612	2,055,338	19970422
PAVEMENT	75-117,725	19960612	2,057,405	19970429
NAVEL	75-117,724	19960612	2,055,337	19970422
PUSSY CAT	75-117,723	19960612	2,055,336	19970422
SCORN	75-117,722	19960612	2,057,404	19970429
SKY	75-117,721	19960612	2,059,342	19970506
INVISIBLE	75-117,718	19960612	2,115,458	19971125
SUSHI	75-117,717	19960612	2,055,335	19970422
TRAILER TRASH	75-117,716	19960612	2,057,403	19970429
MANIC	75-117,715	19960612	2,055,334	19970422
MERMAID	75-117,714	19960612	2,059,341	19970506
PORNO	75-117,712	19960612	2,121,012	19971216
BUBBLE GUM	75-117,710	19960612	2,055,333	19970422
CHOCOLATE KISS	75-117,709	19960612	2,122,972	19971223
CHRONIC	75-117,708	19960612	2,055,332	19970422
COCONUT	75-117,707	19960612	2,099,033	19970923
EARTH	75-117,706	19960612	2,117,509	19971202
FLAMING	75-117,704	19960612	2,057,402	19970429
FRIGID	75-117,702	19960612	2,057,401	19970429
HAZE	75-117,701	19960612	2,055,331	19970422
HEIST	75-117,700	19960612	2,057,400	19970429
DESIGN ONLY	74-726,810	19950908	2,177,733	19980804
HARD CANDY	74-724,256	19950824	1,987,262	19960716

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