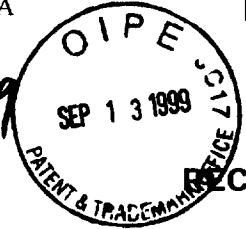


09-15-1999



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RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AK/A/T/A

Composed of

Refund Ref: 09/14/1999 DCOATES 00000145 75414972
 Address (line 2)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership 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.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

09/14/1999 DCOATES 00000145 75414972
 01 FC:481 40.00 OP
 02 FC:482 450.00 OP

FOR OFFICE USE ONLY

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

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

#

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)

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

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.

David H. Struss



September 9, 1999

Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0851-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation 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 the Assignment.)

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)

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Trademark Collateral Assignment and Security Agreement

THIS AGREEMENT is made on the 28th day of July, 1999 between **Flapdoodles, Inc.**, and **Marisa Christina, Incorporated**, each a Delaware corporation having a mailing address at 8101 Tonnelle Avenue, North Bergen, New Jersey 07047 (each, the "Assignor") and The Chase Manhattan Bank, having an office at 270 Park Avenue, New York, NY 10017 ("Bank"). The undersigned executes and delivers this Agreement to the Bank, and its affiliates, including subsidiaries, whether now existing or hereafter created (collectively, "Bank"), in consideration of one or more loans, letters of credit or other financial accommodation made, issued or extended by the Bank to the Assignor or to any person in respect of whose Liabilities (as defined below) the Assignor now or hereafter guarantees or otherwise becomes liable for payment. Accordingly, the Bank shall have the rights, remedies and benefits hereinafter set forth.

As used in this Agreement, the term "Liabilities" shall include any and all indebtedness, obligations and liabilities of the Assignor to the Bank and also to others to the extent of their participations granted to or interests therein created or acquired for them by the Bank, now or hereafter existing, arising directly between the Assignor and the Bank or acquired outright, conditionally, as a participation or as collateral security from another by the Bank, absolute or contingent, joint and/or several, secured or unsecured, due or not due, contractual or tortious, liquidated or unliquidated, arising by operation of law or otherwise, direct or indirect, including, but without limiting the generality of the foregoing, indebtedness, obligations or liabilities to the Bank of the Assignor as a member of any partnership, syndicate, association or other group, and whether incurred by the Assignor as principal, surety, indorser, guarantor, accommodation party or otherwise. The term "Liability Documents" shall mean any and all agreements, instruments or other documents evidencing, or executed in connection with, the Liabilities.

Unless otherwise defined herein, capitalized terms shall have the meaning set forth in the Liability Documents.

NOW, THEREFORE, in consideration of the foregoing, Assignor hereby agrees with Bank as follows:

1. As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration otherwise) of all Liabilities, Assignor hereby grants, assigns and conveys to Bank the entire right, title and interest in and to all of the following property now owned or at any time hereafter acquired by the Assignor or in which the Assignor now has or at any time in the future may acquire any right, title or interest (collectively, the "Trademarks"), and the good will of the business to which each of the Trademarks relates:

(a) all trademarks, service marks, trade names, trade dress or other indicia of trade origin, trademark and service mark registrations, and applications for trademark or service mark registrations and any renewals thereof, including, without limitation, each registration and application identified in Schedule A attached hereto and made a part hereof (and as the same may be amended pursuant hereto from time to time), and including without limitation (i) the right to sue or otherwise recover for any and all past, present and future infringements and misappropriations thereof, (ii) all income, royalties, damages and other payments now and hereafter due and/or payable with respect thereto (including, without limitation, payments under all licenses entered into in connection therewith, and damages and payments for past or future infringements thereof), and (iii) all rights corresponding thereto throughout the United States and

all other rights of any kind whatsoever of the Assignor accruing thereunder or pertaining thereto, together in each case with the goodwill of the business connected with the use of, and symbolized by, each such trademark, service mark, trade name, trade dress or other indicia of trade origin;

(b) all license agreements with any other entity in connection with any of the Trademarks of the Assignor, or such other entity's trademarks, whether the Assignor is a licensor or licensee under any such license agreement, including, without limitation, the license agreements listed on Schedule A hereto, subject, in each case, to the terms of such license agreements, including, without limitation, terms requiring consent to the grant of a security interest; and

(c) to the extent not otherwise included, all proceeds (including, to the extent not otherwise included therein, cash) and products of any and all of the foregoing.

2. Assignor hereby covenants, agrees and warrants that:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) Each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any Person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor intends to use proper statutory notice in connection with its use of the Trademarks; and

(g) Assignor has used, and will continue to use, consistent standards of quality in its manufacture of products sold under the Trademarks.

3. Assignor hereby grants to Bank and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours. Assignor shall do any and all acts required by Bank to ensure Assignor's compliance with Paragraph 2(g).

4. Assignor shall not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Bank's prior written consent.

5. Assignor shall give Bank prompt written notice should it obtain the rights to any new trademarks; regardless of such notice, the terms and conditions of this Agreement shall automatically apply to any and all new trademarks.

6. Assignor authorizes Bank to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications, and shall cooperate in all requests of Bank for the assignment to Bank of such future trademarks.

7. Unless and until there shall have occurred any default in the Liabilities or event of default under a Liability Document, Bank hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor, for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this Paragraph 7, without the prior written consent of Bank.

8. Upon any default in the Liabilities or event of default under a Liability Document, Assignor's license under the Trademarks, as set forth in Paragraph 7, shall terminate and the Bank shall have, in addition to all other rights and remedies given it by this Agreement and the Liability Documents, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, the Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which Assignor hereby expressly waives, and without advertisement, sell at public or private sale or otherwise realize upon, at Assignor's place of business or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all reasonable attorney's or broker's fees), shall apply the proceeds to payment of the Liabilities in such order as Bank may determine. Any remainder of the proceeds after payment in full of the Liabilities shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by Bank in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Bank and until so paid shall be added to the principal amount of the Liabilities and shall bear interest at the rate prescribed in the Liability Documents.

10. Assignor shall have the duty, through counsel acceptable to Bank, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and

maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of the Bank, which consent shall not be unreasonably withheld.

11. Assignor shall have the right, with the prior written consent of Bank, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Bank may, if necessary, be joined as a nominal party to such suit if Bank shall have been satisfied that it is not thereby incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Bank for all damages, costs and expenses, including attorney's fees, incurred by Bank in the fulfillment of the provisions of this paragraph.

12. Assignor hereby irrevocably authorizes and empowers Bank to make, constitute and appoint any officer or agent of Bank as Bank may select, in its exclusive discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Bank to use the Trademarks, or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Bank to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof.

13. If Assignor fails to comply with any of its obligations hereunder, Bank may do so in Assignor's name or in Bank's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Bank in full for all expenses, including reasonable attorney's fees, incurred by Bank in protecting, defending and maintaining Trademarks.

14. No course of dealing between Assignor and Bank, nor any failure to exercise, nor any delay in exercising, on the part of Bank, any right, power or privilege hereunder, under the Liability Documents, under any other agreement, document or instrument between Bank and Assignor, or applicable law, shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

15. All of Bank's rights and remedies with respect to the Trademarks, whether established hereby or by the Liability Documents, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

16. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

17. This assignment is subject to alteration modification or amendment only by a writing signed by the parties, except as provided in Paragraph 6.

18. The term "Assignor" includes all signatories, if more than one, and the terms, covenants and conditions and the representations and warranties will be joint and several. All rights of Bank under

SCHEDULE A

to

Trademark Collateral Assignment and Security Agreement dated July 28, 1999, between **Flapdoodles, Inc.** ("Assignor") and **The Chase Manhattan Bank** ("Bank").

UNITED STATES REGISTRATIONS

Mark	Application Number	Registration Number	Filing Date	Registration Date	Class
Aquadoodles	75/214,360	2,158,400	12/17/1996	5/19/1998	25
Christina Rotelli	75/414,972	-	1/7/1998	-	25
Doodles	75/214,359	-	12/17/1996	-	25
Flapdoodles	74/436,596	-	9/17/1993	-	6
Flapdoodles	697,222	1,508,286	11/23/1987	10/11/1988	25
Flapdoodles	74/568,051	1,996,038	8/31/1994	8/20/1996	25
Flapdoodles	74/568,050	1,997,488	8/31/1994	8/27/1996	35
Lee Michaels	75/135022	-	7/16/96	-	25
Marisa	75/178262	-	10/7/1996	-	-
Marisa	75/366479	-	10/1/1997	-	3
Marisa C	75/172069	-	9/26/1996	-	25
Marisa Canvas	75/125887	-	6/26/1996	-	25
Marisa Classics	75/177329	-	10/7/1996	-	-
Marisa Studio	75/206937	-	11/25/1996	-	25
Mike & Me	75/414971	-	1/7/1998	-	25
Mike & Me	28383	1627220	1/10/1998	-	25
Mike & Me Inc.	000	-	12/1/1998	-	-
Knitworks	75/504,365	-	6/18/98	-	25
Personal Spirit	75/193,236	2,125,316	11/5/96	12/30/97	25
Mousefeathers	73/604,337	1,435,665	6/16/86	4/7/87	-

FOREIGN REGISTRATIONS: [Insert Name of Country]

Mark	Application Number	Registration Number	Filing Date	Registration Date	Class
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