

FORM PTO-1594 (Rev. 6-93)

OMB No. 0651-0011 (exp. 4/94)

11-29-1999



HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

101210504

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

1. Name of conveying party(ies): MIND & VISION INC
FREDERICK ATKINS, Inc incorporated

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

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

3. Nature of conveyance:

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

Execution Date: 7-30-99

2. Name and address of receiving party(ies)
Name: EMAC Commercial Credit LLC

Internal Address:
Street Address: 1290 AVENUE OF THE AMERICANS
City: NEW YORK State: NY ZIP: 10169

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other LIMITED LIABILITY COMPANY

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 patent number(s):

A. Trademark Application No.(s)

SEE ANNEXED SCHEDULE A

B. Trademark Registration No.(s)

SEE ANNEXED SCHEDULE A

Additional numbers attached? Yes No

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

5147 Return To
National Corporate Research, LTD.
225 W. 34th St., Suite 910
New York, N.Y. 10122
(800) 221-0102 (212) 947-7200

Street Address: 250 PARK AVENUE

City: New York State: NY ZIP: 10169

6. Total number of applications and registrations involved: 112

7. Total fee (37 CFR 3.41).....\$ 2815.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

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

08/19/1999 NTHAI1 00000068 722993

DO NOT USE THIS SPACE

01 FC:401 40.00 OP
02 EC:402 2775.00 OP

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.

Richard L. STEHL

Name of Person Signing

Richard L. Stehl

Signature

8/11/99

Date

Total number of pages including cover sheet, attachments, and document: 49

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

TRADEMARK
REEL: 001987 FRAME: 0893

SCHEDULE A

LIST OF TRADEMARKS AND APPLICATIONS

Frederick Atkins, Inc.
Active Trademark Overview Report

Page 1
Date: 10-May-1990

FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
F7308 Canada	ALLISON SMITH COLLECTION	<i>Class(es):</i> Table cloths, napkins and placemats, bedsheets, pillow cases, blankets and quilts, shower curtains, soap dishes, lotion bottles, toothbrush holders and drinking cups.	722993 18-Feb-1993	452353 29-Dec-1995	Registered
F7555 Canada	BABY KISSES & Design	<i>Class(es):</i> Infant's bibs, coveralls, woven shirts, sweaters, sleepwear, swim suits, dresses, shawls, and two-piece knit shirt/coverall sets.	754133 05-May-199	446633 25-Aug-1995	Registered
F5908.01 Canada	HIDDEN FANTASIES & Design	<i>Class(es):</i> Misses' wearing apparel, namely panties, slips, loddios, chemisus, camisoles nightgowns, pyjamas, nightshirts, babydolls, robes, lounging dresses, and jumpsuits.	309397 04-Apr-1996	482457 11-Sep-1997	Registered
F5609 Canada	SILVERCORD (Stylized)	<i>Class(es):</i> Misses' shirts, sweaters, slacks, shorts, dresses, coats, sleepwear, robes, skirts, and panties.	704,903 15-May-199	424,104 04-Mar-1994	Registered
F4976 Canada	THE COOK'S BAZAAR	<i>Class(es):</i> Mugs, baskets, salad bowls, and teapots, household accessories, namely, flatwares, glassware, namely, beverage glasses, glass bowls, plates and cups, cutlery, microwave ware and cookware, namely, pots and pans and trays for use in cooking.	705450 22-May-199	444083 07-Jul-1995	Registered

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
F6206	Cancara	THE HOME BAZAAR (Stylized)	Class(es): Mattress pads.	705082 19-May-199	444882 07-Jul-1995	Registered
F3816	Mexico	ASTOR ONE	Class(es):			Unfiled
F5915	Mexico	BABY KISSES	Class(es):			Unfiled
F5382	Mexico	BALLOON CLUB	Class(es):			Unfiled
F5305	Mexico	CENTURION COLLECTION	Class(es):			Unfiled

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPL. NO. APPL. DATE	REG. NO. REG. DATE	STATUS
F5134	Mexico	COLLECTIF	Class(es):			Unfiled
F5905	Mexico	CONCEPT CLOTHING COMPANY	Class(es):			Unfiled
F4257	Mexico	CONTRASTS	Class(es):			Unfiled
F0907	Mexico	CURRENT EDITIONS	Class(es):			Unfiled
F8012	Mexico	DOLCE BENE	Class(es):			Unfiled

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS
F5903 A	Mexico	EAST BAY GEAR		61523	28-Apr-1989			Pending
			Class(es): 39					
			Boys' jackets, pants, woven shirts, knit shirts, shorts, sweaters, and swim trunks.					

F5535 Mexico EASTON PARK
Class(es):
Unfiled

F4253 Mexico GRAND TIER
Class(es):
Unfiled

F4958 Mexico HERALD
Class(es):
Unfiled

F5155 Mexico JR. PRIORITIES
Class(es):
Unfiled

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
F5105 Mexico	KENNETH STEVENS	Class(es):			Unfiled
F5536 Mexico	PERSONAL PRIORITIES	Class(es):			Unfiled
F4991 Mexico	RIVER TRADER	Class(es):			Unfiled
F5609 Mexico	SILVERCORD	Class(es):			Unfiled
F5970 Mexico	SMITH-FORESTER	Class(es):			Unfiled

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
F5103 Mexico	SPORTS ACCENT				Unfiled
		Class(es):			
F5610 Mexico	ST. MALO				Unfiled
		Class(es):			
F4076 Mexico	THE COOK'S BAZAAR				Unfiled
		Class(es):			
F6206 Mexico	THE HOME BAZAAR				Unfiled
		Class(es):			
F4254 Mexico	YELLOW BIRD				Unfiled
		Class(es):			

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPL. NO. APPL. DATE	REG. NO. REG. DATE	STATUS
L9558	United States of America	@2000	Class(es): 3, 14, 16, 18, 20, 21, 24, 25, 28	75/568551 13-Oct-1998	1	Pending

Class(es): 3, 14, 16, 18, 20, 21, 24, 25, 28

Class 3 - Cosmetics and fragrances.

Class 14 - Jewelry, costume jewelry, silver frames, silver platters, key chains and clocks.

Class 16 - Decorative accessories, calendars and globes.

Class 18 - Luggage and handbags.

Class 20 - Acrylic cups and outdoor barware.

Class 21 - Cookware, pots, pans, cooking utensils, kitchen gadgets, crystal, glassware, bowls, candle holders, stemware, ice buckets, dinnerware made of porcelain, ceramics and china, stainless steel mugs.

Class 24 - Home textiles, namely, sheets, towels, comforters, bedspreads and bath rugs, table linen, namely, napkins and table cloths.

Class 25 - Clothing, neckwear and intimate apparel.

Class 28 - Plush toys.

L3494 United States of America

1165 COLLECTION

187,277
28-Sep-197

1,142,638
09-Dec-1980

Registered

Class(es): 25

Suits, jeans, slacks, shorts, sweaters, jackets, coats, raincoats, shirts, underwear, hosiery, neckwear and belts.

L7414 United States of America

ACTIVE EXCHANGE & Design

74/404642
18-Jun-1993

1918873
12-Sep-1995

Registered

Class(es): 25

Knit shorts, pants and shirts.

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L8070 United States of America	ADIRONDACK TRAILS	Class(es): 14 18 25 Class 14 - Jewelry. Class 18 - Leather handbags, key-cases and wallets. Class 25 - Shawls, scarves and gloves.	741620040 11-Jan-1995	2016320 12-Nov-1996	Registered
L7571 United States of America	ALEXANDRA SCOTT	Class(es): 25 Misses' sleepwear, robes, leisurewear, namely, sundresses, blouses, skirts, pants and shirts, and intimate apparel, namely bras, panties, and slips.	74423151 11-Aug-199	1922949 26-Sep-1995	Registered
L5611 United States of America	ALLISON SMITH (Stylized)	Class(es): 25 Misses' shirts, sweaters, slacks, shorts, dresses, coats, sleepwear, robes, skirts, and panties.	630299 14-Nov-198	1452273 11-Aug-1987	Registered
L7308 United States of America	ALLISON SMITH COLLECTION	Class(es): 24 Textiles, namely, tablecloths, placemats, napkins, flannel sheets, flannel pillowcases, blankets, quilts, and shower curtains.	314970 18-Sep-199	1836213 10-May-1994	Registered

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L8554	United States of America	AMERICAN BEDDING AND BATH COMPANY	Class(es): 24 Bed linens, towels, shower curtains, and fabric bath mats.	75/138338 23-Jul-1998	B2104438 07-Oct-1997	Registered
L7418	United States of America	ASHTON COVE	Class(es): 25 Wool coats, raincoats and rain jackets.	74/367895 15-Mar-1993	1886653 28-Mar-1995	Registered
L3816	United States of America	ASTORONE	Class(es): 18 25 Class 18 - Ladies handbags. Class 25 - Skirts, sweaters, coats, jackets, shirts, underwear, sleepingwear, jeans and dresses, suits, slacks, pants, shorts, raincoats, hosiery, neckwear, belts, boots, robes and jumpers.	185,195 11-Sep-197	1,141,324 11-Nov-1980	Registered
L3781	United States of America	ATKINS	Class(es): 18 24 25 Umbrellas, quilts, coveralls for infants, pramshawls, caps, booties, sacques, sweaters, blouses, shells, T-shirts, shirts, parkas, pants, swim suits, skirts, dresses, shoes, rain slickers, raincoats, storm coats, hats, scarves, slippers, loungewear, panties, sleepwear, and coats.	175,851 22-Jun-1978	1,141,785 25-Nov-1980	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L1096 United States of America	ATKINSON <i>Sold</i>	Class(es): 39 Men's underwear.	73065 06-May-1955	690598 29-Dec-1959	Registered
L1100 United States of America	ATLEIGH	Class(es): 25 Ladies' sweaters, men's sport shirts, dress shirts, pajamas, hose, boys' jeans, underwear, pajamas, infants' underwear, and sleepwear.	72991 06-May-1955	690300 22-Dec-1959	Registered
L5915 01 United States of America	BABY KISSES	Class(es): 25 Infants' bibs, coveralls, woven shirts, sweaters, sleepwear, swim suits, dresses, shawls and two-piece knit shirt/coverall sets.	74443855 04-Oct-1993	1862581 15-Nov-1994	Registered
L5302 United States of America	BALLOON CLUB (Stylized)	Class(es): 24 25 Class 24 - Crib sheets, quilted pads, waterproof pads, baby receiving blankets, and hooded Terry towels (thermal blankets). Class 25 - Snap side shirts, pullover shirts, creepers, hunting bags, and knit gowns.	554934 22-Aug-1988	1386825 18-Mar-1986	Registered

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLD. DATE	REG. NO. REG. DATE	STATUS
L6347	United States of America	BAXTER & WELLS and Design	Class(es): 25 Men's woven shirts, knit shirts, walk shorts, sweaters, dress shirts and neckties.	73/761502 02-Nov-1988	1581523 05-Feb-1990	Registered
L8578	United States of America	BAXTER & WELLS WOMAN	Class(es): 25 Women's clothing, namely, shirts, sweaters, skirts, pants and shorts.	75/138553 23-Jul-1996	2139688 24-Feb-1998	Registered
L4853	United States of America	BELLE FLEUR	Class(es): 25 Misses' robes, nightgowns, slips and panties.	392879 29-Sep-1990	1265789 31-Jan-1984	Registered
L6970	United States of America	BELLO UOMO	Class(es): 25 Clothing, namely, sweaters and shirts.	171127 20-May-199	1773674 25-May-1993	Registered

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L6843	United States of America	BOLIDO	Cancelled	097171 14-Sep-199	1693157 09-Jun-1992	Registered
			Class(es): 25 Men's clothing, namely, shirts, neckwear and hose.		20	
L8555	United States of America	BOOTIQUE		75/143562 01-Aug-199	2093004 02-Sep-1997	Registered
			Class(es): 20 Halloween goods, namely novelty water globes.		21	
L8556	United States of America	C.C. BABY		75/138329 23-Jul-1996	2061543 13-May-1997	Registered
			Class(es): 25 Clothing tops, clothing bottoms, dresses, coats, jackets, jogging suits and swimwear.		22	
L7415.01	United States of America	CASUAL WORKS		74/561951 17-Aug-199	1915101 29-Aug-1995	Registered
			Class(es): 25 Knit shirts, woven shirts, sweaters, skirts, pants and shorts.		23	

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO.	APPLN. DATE	REG. NO.	REG. DATE	STATUS
L4256	United States of America	CATRINA LTD.	Class(es): 25 Juniors' knit dresses, blazers, skirts, slacks, shorts, woven blouses, nightgowns, ski jackets, knit shirts, sweaters, and raincoats.	318057	07-Jul-1981	1218834	16-Nov-1982	Registered
L5365	United States of America	CENTURION COLLECTION (Stylized)	Class(es): 21 Candlesticks, coasters, and bowls made of brass.	554862	22-Aug-1988	1386041	11-Mar-1986	Registered
L5517	United States of America	CHESTNUT CREEK	Class(es): 18 25 28 Class 18 - Leather goods and luggage. Class 25 - Knit shirts, sweaters, walk shorts, men's pants, outerwear and baseball caps. Class 28 - Sport water bottles and sporting goods.	75/562483	01-Oct-1998			Pending
L5134.A	United States of America	COLLECTIF	Class(es): 25 Men's clothing, namely, knit and woven sports shirts, walk shorts, pants, and sweaters.	557176	06-Sep-1988	1386099	11-Mar-1986	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L5134 United States of America	COLLECTIF	Class(es): 18 25	478040 30-Apr-1984	1352807 06-Aug-1985	Registered
L2557 United States of America	COLORWAYS	Class 18 - Handbags. Class 25 - Ladies clothing, namely, knitted hats, knitted scarves, shawls, dickies, mufflers, shoes, belts, jackets, gloves and mittens. Class(es): 21 Dinnerware, kitchen utensils, namely, forks, spoons, spatulas, meat tenderizers, and whisks.	75138526 23-Jul-1986	2055559 22-Apr-1987	Registered
L9603 United States of America	COMET	Class(es): 28 Plush toys.	75617381 08-Jan-1989		Pending
L7169 United States of America	COMFORT EXCHANGE & Design	Class(es): 25 Misses sleepwear, robes and loungewear.	276782 18-May-1989	1802799 02-Nov-1993	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L5005 United States of America	CONCEPT CLOTHING COMPANY & Design	Class(es): 25 Young men's pants, shorts, swim trunks, knit shirts, sweaters, woven shirts, and jackets, juniors' knit shirts, knit shorts, and knit pants.	675603 31-Jul-1987	1532060 20-Mar-1989	Registered
L4257 United States of America	CONTRASTS & Design	Class(es): 25 Junior's knit dresses, blazers, skirts, slacks, shorts, woven blouses, nightgowns, ski jackets, knit shirts, sweaters, and raincoats.	318,058 07-Jul-1981	1,202,849 27-Jul-1982	Registered
L7412.01 United States of America	CREATIVE CONCEPTS	Class(es): 3 8 14 Class 3 - Men's shoe shine kits containing shoe polishes and brushes. Class 8 - Men's hand tool kits consisting of a screwdriver with multiple removable heads, pliers, wrench and a hammer, men's manicure sets. Class 14 - Clocks.	74510487 06-Apr-1994	2201570 03-Nov-1998	Registered
L7412.02 United States of America	CREATIVE CONCEPTS	Class(es): 7 10 11 20 21 Class 7 - Vacuum cleaners. Class 10 - Non-electric massage apparatus. Class 11 - Flashlights. Class 20 - Men's furniture, namely clothes valets for hanging clothing. Class 21 - Men's lint brushes for clothes and men's coffee mugs.	75251274 04-Mar-1997	2144512 17-Mar-1998	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L7412 United States of America	CREATIVE CONCEPTS	Class(es): 25 Knit tops, shorts.	74/367697 15-Mar-1993	1081513 28-Feb-1995	Registered
L5907 United States of America	CURRENT EDITICNS & Design	Class(es): 25 Men's knit shirts, woven shirts, sweaters, shorts and jackets.	675604 31-Jul-1987	1482441 29-Mar-1988	Registered
L3950 United States of America	CYMBAL	Class(es): 25 Shirts, sweaters, jackets, vests, slacks, raincoats, overcoats, blouses, dresses, skirts, coats, nightgowns, and robes.	228,783 24-Aug-197	1,166,592 25-Aug-1981	Registered
L7128 United States of America	DANIELLE MARTIN & Design	Class(es): 25 Misses coats, dresses, jackets, skirts, pants, blouses, knit shirts and sweaters.	250875 02-Mar-1992	1798768 12-Oct-1993	Registered

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L6012	United States of America	DOLCE BEBE & Design	Class(es): 25 Infants' knit crawlers, infants' shawls, infants' bibs.	708412 29-Jan-1988	1527024 28-Feb-1990	Registered
L7285	United States of America	EASTER AVENUE	Class(es): 21 28 Class 21 - Glass, porcelain and ceramic figurines. Class 28 - Stuffed plush toys.	307588 25-Aug-199	1820340 08-Feb-1984	Registered
L5535	United States of America	EASTON PARK & Design	Class(es): 25 Misses' shirts, sweaters, skirts, slacks, and shorts.	833410 03-Dec-1980	1453292 18-Aug-1987	Registered
-4797	United States of America	ELEVEN SIXTY SIX & Design	Class(es): 25 Men's clothing, namely, sport coats, slacks, sweaters, knit shirts, woven sport shirts, walking shorts and swim trunks.	366566 20-May-198	1276251 01-May-1984	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L532 United States of America	ESSEX JUNCTION	Class(es): 25 Misses' shirts, sweaters, skirts, slacks, and shorts. 44	633355 03-Dec-198	1449343 28-Jul-1987	Registered
L9410 United States of America	EVERYBODY'S BASICS	Class(es): 21, 25 Class 21 - Dinnerware and plastic drinkware. Class 25 - Clothing, namely, t-shirts, polo shirts, woven shirts, sweaters, shorts, pants, outerwear, shorts and leggings. 45	75513333 06-Jul-1998		Pending
L1801 United States of America	F.A.I.	Class(es): 25 Women's and girls shirts and skirts, women's and girls' rainwear, namely, raincoats and slickers, women's hats, scarves and gloves, hosiery, slippers, balls and shoes. 44	428745 06-Jun-1983	1292999 04-Sep-1984	Registered
L7313 United States of America	FAIRWAY CLUB	Class(es): 25 Men's knit shirts, woven walk shorts, vests, sweaters and jackets. 47	741503943 17-Mar-1994		Pending

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L7433	United States of America	G.A.R.B. LTD.	Class(es): 25 Young men's shirts, woven shirts, sweaters, shorts, and jackets.	74/395688 28-May-1999	B1903955 04-Jul-1995	Registered
L7416	United States of America	GENERAL SUPPLY & Design	Class(es): 25 Misses pants and woven shirts. NOTE: Regn. Cert. shows more goods which were not included on Statement of Use.	74/369949 22-Mar-1993	1856319 27-Sep-1994	Registered
L7570	United States of America	GIOVANNA CORRETTI	Class(es): 25 Dress shoes, casual shoes, evening shoes, sandals and boots.	74/423156 11-Aug-1999	1924684 03-Oct-1995	Registered
L4253	United States of America	GRAND TIER	Class(es): 25 Misses lined raincoats, blazers, lined jackets, unlined jackets, pajamas, slacks, skirts, woven shirts, knit shirts, sweaters, shorts and knit dresses.	318,060 07-Jul-1981	1,202,850 27-Jul-1982	Registered

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L3817	United States of America	HALLELUJAH	Class(es): 25 Shirts, pants, sweaters, shorts, coats, suits, jackets and skirts.	185,196 11-Sep-197	1,140,426 14-Oct-1990	Registered
L7425	United States of America	HAMILTON MANOR & Design	Class(es): 25 Wool coats, leather coats, raincoats, and leather jackets.	741375621 05-Apr-1993	1899339 13-Jun-1995	Registered
L4958	United States of America	HERALD	Class(es): 11 Electric Christmas tree lights.	413942 04-Apr-1983	1277968 15-May-1984	Registered
L5808	United States of America	HIDDEN FANTASIES (Stylized)	Class(es): 25 Misses' panties, sleepwear, robes, lounging dresses, and jump suits.	075768 31-Jul-1987	1482414 29-Mar-1988	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L7411 United States of America	HIGH GATE LTD.	Class(es): 25 Skirts, sweaters, woven shirts, knit tops, pants and shorts.	74/367896 15-Mar-1993	1856317 27-Sep-1994	Registered
L7816 United States of America	HOLLY MOUNTAIN LODGE	Class(es): 21 Dinnerware.	74/511617 12-Apr-1994	1993878 13-Aug-1996	Registered
L3894 United States of America	I'M #1	Class(es): 25 Gloves, shirts, sweaters, suits, sport coats, slacks, shorts, swim suits, jeans, ski jackets, nylon vests, and down jackets.	206,163 05-Mar-1979	1,162,824 28-Jul-1981	Registered
L8399 United States of America	INTERNATIONAL EXPEDITION	Class(es): 18 Casual luggage.	75/20702 18-Jul-1997		Published

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPL. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L7569	United States of America	ISABELLA AND GIOVANNI	Class(es): 25 Dress shoes, casual shoes, evening shoes, sandals and boots.	74/423155 11-Aug-199	1866174 08-Dec-1994	Registered
L9553	United States of America	IT'S ALL ABOUT KIKI	Class(es): 24 25	75/565001 07-Oct-1998		Pending
L3780	United States of America	JEANA	Class 24 - Home textiles, namely, table napkins, table cloths, bed sheets, bed sheets, pillow cases, kitchen towels, bath towels, bath rugs, bath mats and curtains. Class 25 - Clothing, namely, pants and shorts.	175,619 22-Jun-1978	1,186,833 19-Jan-1982	Registered
L7444.01	United States of America	JENNY G	Class(es): 25 Sweaters, pants, shirts, shells, t-shirts, blouses, parkas, skirts, and dresses.			Unified

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
-4874-A United States of America	JONATHAN STEWART	Class(es): 25 Men's clothing, namely, jackets, slacks, dress shirts, knit and woven shirts, sweaters, walk shorts.	583147 18-Feb-1986	1422944 30-Dec-1986	Registered
L5155 United States of America	JR. PRIORITIES	Class(es): 25 Jackets, knit tops, shirts, slacks, and shorts.	533007 19-Apr-1985	1377352 07-Jan-1986	Registered
L6908 United States of America	JUST JENNY	Class(es): 25 Children's clothing, namely, girls' and toddlers' dresses.	75319856 07-Jul-1997		Pending
L7440 United States of America	KELLY HAYES	Class(es): 25 Dresses.	74389072 10-May-199	1873316 10-Jan-1995	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L5105 United States of America	KENNETH STEVENS	Class(es): 25 Woven shirts, knit shirts, and sweaters.	471252 20-Mar-1984	1322258 26-Feb-1985	Registered
L8559 United States of America	KENNETH STEVENS SPORT	Class(es): 25 Knit shorts, woven shirts, sweaters, pants, shorts, and swimwear, outerwear, namely, coats, jackets and parkas.	75138556 23-Jul-1996	2135037 03-Feb-1998	Registered
L4255 United States of America	KIDS COUNT	Class(es): 22 24 25 Class 22 - Diaper bags. Class 24 - Infants receiving blankets. Class 25 - Infants dresses with bonnet, infants' overalls, and bibs, girls' jumper dresses, swim suits, slacks, jumpers, shorts, knit shirts, lined nylon jackets, unlined nylon jackets, raincoats, blazers, knit dresses, woven sports shirts, skirts, shorts, sweaters, pajamas, and robes.	318075 07-Jul-1981	1209751 21-Sep-1982	Registered
L7404 United States of America	LISA MARIE	Class(es): 25 Woven and knit dresses.	74378622 14-Apr-1993	1851983 30-Aug-1994	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L5560 United States of America	MADISON AVENUE	Class(es): 21 Dinnerware and pasta servers.	75/143559 01-Aug-1993	2141953 10-Mar-1998	Registered
L5238 United States of America	MARC LEWIS	Class(es): 25 Men's knit shirts, sweaters, and woven sport shirts.	516524 07-Jan-1985	1370238 12-Nov-1985	Registered
L7495 United States of America	MELISSA DALE	Class(es): 25 Dresses.	74/335587 28-May-199	1890583 18-Apr-1995	Registered
L8898 United States of America	METHODE	Class(es): 25 Menswear, namely, woven shirts, knit shirts, fine gauge sweaters, men's pants, men's shorts and men's jackets.	75/332248 29-Jul-1997	2211893 15-Dec-1998	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L5904 United States of America	NEW ACCENTS & Design	Class(es): 25 Men's knit shirts, woven shirts, sweaters, shorts and jackets.	675606 31-Jul-1987	1482442 29-Mar-1988	Registered
L7420 United States of America	NEW ENTITIES and Design	Class(es): 25 Knit shirts, sweaters, skirts, pants and shorts.	741404643 18-Jun-1993	1881521 28-Feb-1995	Registered
L8579 United States of America	NEW ENTITIES PETITE	Class(es): 25 Women's clothing, namely, shirts, sweater, skirts, pants and shorts.	75138554 23-Jul-1995	2139089 24-Feb-1998	Registered
L8580 United States of America	NEW ENTITIES WOMAN	Class(es): 25 Women's clothing, namely, shirts, sweaters, skirts, pants and shorts.	75138557 23-Jul-1995	2139090 24-Feb-1998	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L5533 United States of America	ONDE	Class(es): 25 Missos' shirts, sweaters, slacks, shorts, coats, skirts.	630296 14-Nov-1988	1457530 15-Sep-1997	Registered
L5536 United States of America	PERSONAL PRIORITIES (Stylized)	Class(es): 16 20 Class 16 - Paper weights. Class 20 - Picture frames.	803093 30-May-1988	1588812 27-Mar-1990	Registered
L7417 United States of America	POINTS OF INTEREST	Class(es): 25 Pants, woven shirts.	74367899 15-Mar-1993	1881514 28-Feb-1995	Registered
L5916.01 United States of America	PRIDE 'N JOY	Class(es): 25 Infants' bibs, coveralls, woven shirts, sweaters, sleepwear, swim suits, dresses, shawls and two-piece knit shirt/coverall sets.	74443859 04-Oct-1993	1845734 19-Jul-1994	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPL. NO. APPL. DATE	REG. NO. REG. DATE	STATUS
L8097 United States of America	RIVER TRADER	Class(es): 25 Shorts, woven shirts, knit shirts, sweaters, jackets and pants.	74/629088 02-Feb-1995	1938922 28-Nov-1995	Registered
L4991 United States of America	RIVER TRADER & Design	Class(es): 18 25 Class 25 - Shorts, woven shirts, knit shirts, sweaters, jackets and pants.	441829 31-Aug-198	1325827 19-Mar-1985	Registered
L8561 United States of America	RIVER TRADER SPORT	Class(es): 25 Knit shirts and woven shirts.	75/138555 23-Jul-1996	2159524 19-May-1998	Registered
L9202 United States of America	RT RIVER TRADER	Class(es): 25 Knit and woven tops, sweaters, bottoms, outerwear, namely, jackets, coats and anoraks, underwear, socks and gloves.	75/416841 12-Jan-1996		Pending

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L856201 United States of America	SIGNATURE BASICS	Class(es): 25 Hosiery, namely, basic socks and sports socks.	75/416840 12-Jan-1998	2228217 02-Mar-1999	Registered
L7472 United States of America	SIGNATURE STUDIO	Class(es): 14 18 25 Class 14 - Jewelry. Class 18 - Leather handbags, keycases and wallets. Class 25 - Clothing, namely, scarves, shawls, shoes and bolts.	74/391027 17-May-1999	2072016 17-Jun-1997	Registered
L5897 United States of America	SIGNATURE STUDIO SPORT	Class(es): 25 Woman's clothing, namely, knit tops, woven tops, woven jackets, woven pants, woven shorts, woven skirts, knit shorts and knit/woven dresses.	75/326703 18-Jul-1997		Pending
L5009 United States of America	SILVERCORD (Stylized)	Class(es): 25 Misses' shirts, sweaters, slacks, shorts, dresses, coats, sleepwear.	630302 14-Nov-1988	1474242 26-Jan-1988	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L5384 United States of America	SKYMASTER & Design	Class(es): 18 Suitcases, garment bags for travel and tote bags.	554936 22-Aug-1988	1386708 18-Mar-1980	Registered
L5970 United States of America	SMITH-FORESTER & Design	Class(es): 25 Men's woven shirts, knit shirts, shorts, sweaters, dress shirts, and neckties.	744324 05-Aug-1988	1529819 14-Mar-1989	Registered
L381A United States of America	SPHERE	Class(es): 25 Men's clothing, namely, shirts. Women's clothing, namely, skirts, pants, vests, jackets, sleepwear.	185,194 11-Sep-197	1,133,676 22-Apr-1980	Registered
L5103 United States of America	SPORTS ACCENT & Design	Class(es): 25 Clothing, namely, jackets, skirts, shorts, slacks, woven shirts, knit shirts and sweaters.	470956 19-Mar-1984	1344650 25-Jun-1985	Registered

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPL. NO. APPL. DATE	REG. NO. REG. DATE	STATUS
-8061 United States of America	STATELY HOME	Class(es): 24 Bed sheets, pillow cases, draperies, wash cloths, towels, comforters, tablecloths not of paper and bedspreads.	74/510689 13-Dec-1999	2010282 12-Nov-1996	Registered 95
-7419 United States of America	STERLING BAY	Class(es): 25 Raincoats and rain jackets. NOTE: REGN. CERT. INCORRECTLY SHOWS 'Fur coats, wool coats, raincoats, rain jackets, leather jackets and leather coats.'	74/367898 15-Mar-1993	1901248 20-Jun-1995	Registered 96
-9504 United States of America	STONE HILL	Class(es): 25 Clothing, knit shirts, sweaters, walking shorts, men's pants, outerwear and baseball caps.	75/568550 13-Oct-1998		Pending 97
1-5969-01 United States of America	SUMMER OASIS (Word Mark)	Class(es): 11, 18, 20, 21, 25 Class 11 - Hurricane lamps and electric outdoor party lights. Class 18 - Beach umbrellas, backpacks and tote bags. Class 20 - Stools and deck chairs. Class 21 - Plastic drinking glasses, plastic cups, plastic dinnerware, plastic handle flatware, ceramic dinnerware and portable coolers. Class 25 - Cotton tee shirts, beach coverups, sundresses and children's swimwear.	75/348700 28-Aug-1999		Pending 98

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L8563 United States of America	THE AMERICAN HOME COLLECTION	Class(es): 16 Paper products, namely, placemats and napkins.	75/138552 23-Jul-1986	1351722 30-Jul-1985	Published
L4976 United States of America	THE COOK'S BAZAAR	Class(es): 21 Mugs, baskets, salad bowls, teapots.	424638 05-May-198	1351722 30-Jul-1985	Registered
L6208.01 United States of America	THE HOME BAZAAR	Class(es): 24 Textile tablecloths and textile place mats.	74/513209 15-Apr-1994	1919824 19-Sep-1995	Registered
L9331 United States of America	THEODORE TINKER	Class(es): 28 Christmas ornaments.	75/483657 12-May-199		Pending

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
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L9505 United States of America	TREASURE BALL		75/552532 14-Sep-1999	103 1327128 26-Mar-1985	Pending Registered
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L5102 United States of America	TRIPLES & Design		470049 19-Mar-1984	104 1327128 26-Mar-1985	Registered
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Class(es): 25

Clothing, namely, jackets, skirts, shorts, slacks, woven shirts, knit shirts and sweaters.

L7846 United States of America	TUSCATTI		74/460949 22-Nov-1999	105 1898975 13-Jun-1995	Registered
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Class(es): 21

Dinnerware, namely, mugs, soup/salad bowls and pasta sets comprising of plates and bowls.

L8066 United States of America	UNCHARTERED DESIGNS		74/814047 20-Dec-1999	106 2010925 22-Oct-1986	Registered
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Class(es): 25

Boys' coats and jackets.

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FILE NO. COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L9588 United States of America	VAIL BY SKYMASTER	Class(es): 18 Luggage,	75/587131 12-Nov-1999	1485355 19-Apr-1988	Pending
L5306 United States of America	WEEKEND GEAR & Design	Class(es): 25 Young men's pants, shorts, swim trunks, knit shirts, sweaters, woven shirts, and jackets, juniors' knit shirts, knit shorts, knit pants, and knit jackets.	675605 31-Jul-1987	1485355 19-Apr-1988	Registered
L6583 United States of America	WEEKEND PROVISIONS WOMAN	Class(es): 25 Women's active wear and weekend wear, namely, pants, shorts, blouses, teashirts, and warmups.	75/138558 23-Jul-1998	109	Pending
L5059 United States of America	WELLINGTON	Class(es): 28 Toys, namely, stuffed animals and teddy bears.	75/402405 09-Dec-1999	110	Published

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FILE NO.	COUNTRY	MARK	GOODS/SERVICES	APPLN. NO. APPLN. DATE	REG. NO. REG. DATE	STATUS
L8565	United States of America	WILD INDIGO	Class(es): 25 Clothing tops, clothing bottoms, dresses, coats, jackets, jogging suits and swimwear.	75/136328 23-Jul-1996	2063489 20-May-1997	Registered
L4254	United States of America	YELLOW BIRD & Design	Class(es): 22 24 25 Class 22 - Diaper bags. Class 24 - Infants receiving blankets. Class 25 - Infants dresses with bonnet, infants overalls, and bibs, gkls' jumper dresses, swim suits, stacks, jumpers, shorts, knit shirts, lined nylon jackets, unlined nylon jackets, raincoats, blazers. knit dresses, woven sport shirts, skirts, shorts, pajamas, robes, and sweaters.	318059 07-Jul-1981	1209750 21-Sep-1982	Registered

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

AGREEMENT made this 30th day of July, 1999 by and between **FREDERICK ATKINS, INCORPORATED**, a New York corporation ("**Debtor**"), with its chief executive office at 1515 Broadway, New York, New York 10036 and **GMAC COMMERCIAL CREDIT LLC**, a New York limited liability company ("**Secured Party**"), having an office at 1290 Avenue of the Americas, New York, New York 10104.

WITNESSETH:

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Schedule A annexed hereto and made a part hereof; and

WHEREAS, Secured Party and Debtor are contemporaneously herewith entering into certain financing arrangements pursuant to which Secured Party may make loans and advances and provide other financial accommodations to Debtor as set forth in the Accounts Receivable Management and Security Agreement, dated of even date herewith, by and among Secured Party and Debtor (the "**Credit Agreement**"), together with various other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "**Agreements**"); and

WHEREAS, in order to induce Secured Party to enter into the Credit Agreement and the other Agreements and to make loans and advances and provide other financial accommodations pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein.

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon, and hereby conditionally assigns and transfers to Secured Party: (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: all of Debtor's trademarks, trade names, tradestyles and service marks; all prints and labels on which said trademarks, trade names, tradestyles and service marks appear, have appeared or will

appear, and all designs and general intangibles of a like nature; all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other countries, and all reissues, extensions and renewals thereof including those trademarks, terms, designs and applications described in Schedule A hereto (the "**Trademarks**"); (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; and (c) any and all proceeds of any of the foregoing, including, without limitation, any claims by Debtor against third parties for infringement of the Trademarks or any licenses with respect thereto (all of the foregoing are collectively referred to herein as the "**Collateral**").

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of all amounts of any nature whatsoever, direct or indirect, absolute or contingent, due or to become due, arising or incurred heretofore or hereafter, arising under this or any other Agreement or by operation of law, now or hereafter owing by Debtor to Secured Party or to any parent, subsidiary or affiliate of Secured Party. Said amounts include, but are not limited to loans, debts and liabilities heretofore or hereafter acquired by purchase or assignment from other present or future clients of Secured Party, or through participation. Without limiting the foregoing, such amounts shall include all advances, loans, interest, commissions, customer late payment charges, cost, fees, expenses, taxes and all receivables charged or chargeable to Debtor's account under the Credit Agreement, whether arising under this agreement, the other Agreements or by operation of law and whether incurred by Debtor as principal, surety, endorser, guarantor or otherwise (all hereinafter referred to as "**Obligations**").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants to Secured Party the following (which shall survive the execution and delivery of this Agreement), the truth and accuracy of which, or compliance with, being a continuing condition of the making of loans by Secured Party to Debtor under the Agreements:

(a) Debtor will pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and existing in full force and effect, and Debtor owns the sole, full, and clear title thereto, and the right and power to grant the security interests granted hereunder. Debtor will, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral as valid, subsisting and registered trademarks, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests, or encumbrances of any nature whatsoever, except the security interests granted hereunder and the licenses permitted under Section 3(e) below.

(c) Debtor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating thereto, except as permitted herein, or otherwise dispose of any of the Collateral without the prior written consent of Secured Party. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Except as otherwise permitted hereunder, Debtor will, at Debtor's expense, perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record, or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this or any other similar security agreement filed with the Commissioner of Patents and Trademarks or other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States other than those described in Schedule A annexed hereto and has not granted any licenses with respect thereto other than as set forth in Schedule B hereto.

(f) Debtor will, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Power of Attorney in the form of Exhibit 1 annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record, amend or enforce the Obligations, the Collateral, or the security interest granted hereunder including but not limited to all filing or recording fees, court costs, collection charges and reasonable attorneys' fees. Debtor will be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the then applicable rate set forth in the Agreements and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any state therein, or any other country, unless Debtor has by thirty (30) days prior written notice informed Secured Party of such action. Upon request of Secured Party, Debtor shall execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interests of Secured Party in such Trademark.

(i) Debtor has not abandoned any of the Trademarks and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may become abandoned, invalidated, unenforceable, avoided or avoidable, except that, upon the prior written consent of Secured Party, which consent shall not be unreasonably withheld, Debtor may, in the ordinary conduct of its business, abandon from time to time any of the Trademarks which are no longer valuable or necessary to the conduct of Debtor's business. Debtor shall notify Secured Party if it knows or has reason to know of any reason why any application, registration, or recording may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor will render any assistance necessary to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States or any state therein or any other country to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) Debtor will promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in its discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof).

(m) Debtor will promptly pay Secured Party for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection, or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the then applicable rate set forth in the Agreements and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Secured Party, upon the occurrence of any one or more defaults or events of default under the Agreements (each an "**Event of Default**" hereunder).

5. RIGHTS AND REMEDIES

Upon the occurrence of any such Event of Default and at any time thereafter, in addition to all other rights and remedies of Secured Party, whether provided under law, the Financing Agreements or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder.

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work in process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary of Debtor.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special, or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days notice in the manner set forth in subparagraph 6(b) hereof shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to Subparagraph 5(c) hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Subparagraph 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, legal expenses and reasonable attorneys' fees and legal expenses.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale, or other disposition of Collateral to the costs and expenses thereof, including, without limitation, attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations as Secured Party may in its discretion determine. Debtor shall remain liable to

Secured Party for any expenses or obligations remaining unpaid after the application of such proceeds, and Debtor will pay Secured Party on demand any such unpaid amount, together with interest at a rate equal to the highest rate then payable on the Obligations.

(f) Upon prior written request by Secured Party, Debtor shall supply to Secured Party or its designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party to take any such action at any time. All of Secured Party's rights and remedies, whether provided under law, the Agreements, this agreement, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. MISCELLANEOUS

(a) Any failure or delay by Secured Party to require strict performance by Debtor of any of the provisions, warranties, terms, and conditions contained herein or in any other agreement, document, or instrument, shall not affect Secured Party or Secured Party's right to demand strict compliance and performance therewith, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. None of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document, or instrument shall be deemed to have been waived by any act or knowledge of Secured Party, its agents, officers, or employees, but only by an instrument in writing, signed by an officer of Secured Party and directed to Debtor, specifying such waiver.

(b) Any notices or request hereunder may be given to Debtor or Secured Party at the respective addresses set forth below or as may hereafter be specified in a notice designated as a change of address under this Subparagraph 6(b). Any notice or request hereunder shall be given by registered or certified mail, return receipt requested, or by overnight mail or by telecopy (confirmed by mail). Notices and requests shall be, in the case of those by mail or overnight mail, deemed to have been given when deposited in the mail or with the overnight mail carrier, and in the case of telecopy, when confirmed. Notices shall be provided as follows:

If to Secured Party:

GMAC COMMERCIAL CREDIT LLC

1290 Avenue of the Americas

New York, New York 10104

Attention: Mr. Frank Imperato

Telephone: 212 408-7026

Facsimile: 212 408-7162

If to Debtor:

FREDERICK ATKINS, INCORPORATED

1515 Broadway

New York, New York 10036

Attention: Chief Financial Officer

Telephone: (212) 536-7020

Facsimile: (212) 536-7519

With a copy to

Debtor's counsel:

CURTIS MALLETT-PREVOST, COLT & MOSLE

101 Park Avenue

New York, New York 10178

Attention: Jeremiah T. Mulligan, Esq.

Telephone: (212) 696-6000

Facsimile: (212) 697-1559

provided, that, failure of Secured Party to provide copies of any notice to Debtor's counsel shall not impede or otherwise prejudice Secured Party's rights and remedies or the exercise thereof.

(c) In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this agreement.

(d) All references to Debtor and Secured Party herein shall include their respective successors and assigns. All references to the term "person" or "Person" herein shall mean any individual, sole proprietorship, limited partnership, general partnership, corporation (including a business trust), unincorporated association, joint stock corporation, trust, joint venture, association, organization or other entity or government or any agency or instrumentality or political subdivision thereof.

(e) This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Agreement signed by the party to be charged thereby.

(f) THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED AND ENFORCED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK. SECURED PARTY SHALL HAVE THE RIGHTS AND REMEDIES OF A SECURED PARTY UNDER APPLICABLE LAW INCLUDING, BUT NOT LIMITED TO, THE UNIFORM COMMERCIAL CODE OF NEW YORK. DEBTOR AGREES THAT ALL ACTIONS AND PROCEEDINGS RELATING DIRECTLY OR INDIRECTLY TO THIS AGREEMENT OR ANY OTHER AGREEMENT OR ANY OBLIGATION SHALL BE LITIGATED IN THE FEDERAL DISTRICT COURT OF THE SOUTHERN DISTRICT OF NEW YORK OR, AT SECURED PARTY'S OPTION IN ANY OTHER COURTS LOCATED IN NEW YORK STATE OR ELSEWHERE AS SECURED PARTY MAY SELECT AND THAT SUCH COURTS ARE

CONVENIENT FORUMS AND DEBTOR SUBMITS TO THE PERSONAL JURISDICTION OF SUCH COURTS. DEBTOR WAIVES PERSONAL SERVICE OF PROCESS AND CONSENTS THAT SERVICE OF PROCESS UPON DEBTOR MAY BE MADE BY CERTIFIED OR REGISTERED MAIL, RETURN RECEIPT REQUESTED, DIRECTED TO DEBTOR AT DEBTOR'S ADDRESS APPEARING ON SECURED PARTY'S RECORDS, AND SERVICE SO MADE SHALL BE DEEMED COMPLETED TWO (2) BUSINESS DAYS AFTER THE SAME SHALL HAVE BEEN SO MAILED. BOTH PARTIES HERETO WAIVE THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN DEBTOR AND SECURED PARTY AND DEBTOR WAIVES THE RIGHT TO ASSERT, IN ANY ACTION OR PROCEEDING INSTITUTED BY SECURED PARTY WITH REGARD TO THIS AGREEMENT OR ANY OF THE OBLIGATIONS, ANY OFFSETS OR COUNTERCLAIMS WHICH IT MAY HAVE.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FREDERICK ATKINS, INCORPORATED

By: *Ronald Venturi*

Title: *SVP CEO*

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

As of this 30th day of July, 1999, before me personally came RONALD
VANDERICELE, to me known, who being duly sworn, did depose and say, that he is a
CFO of FREDERICK ATKINS, INCORPORATED, the corporation
described in and which executed the foregoing instrument; and that he signed his name thereto by
order of the board of directors of said corporation.

Ellen M Allen
Notary Public

ELLEN M. ALLEN
Notary Public, State of New York
No. 01AL5067123
Qualified in Suffolk County 2000
Commission Expires March 18, _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

As of this ____ day of July, 1999, before me personally came _____ -
_____, to me known, who, being duly sworn, did depose and say, that he is
a _____ of GMAC COMMERCIAL CREDIT LLC, the limited liability
company described in and which executed the foregoing instrument; and that he signed his name
thereto as authorized by members of said limited liability company.

Notary Public

SCHEDULE B

PERMITTED LIENS AND LICENSES

None.

EXHIBIT 1

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that **FREDERICK ATKINS, INCORPORATED ("Debtor")**, having an office at 1515 Broadway, New York, New York 10036, hereby appoints and constitutes, severally, **GMAC COMMERCIAL CREDIT LLC ("Secured Party")**, and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney, being a power coupled with an interest, is made pursuant to a Trademark Collateral Assignment and Security Agreement between Debtor and Secured Party, of even date herewith (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all Debtor's "Obligations", as such term is defined in the Security Agreement and is subject to the terms and provisions thereof.

July __, 1999

FREDERICK ATKINS, INCORPORATED

By: _____

Title: _____

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

As of this _____ day of July, 1999, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is a _____ of FREDERICK ATKINS, INCORPORATED, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Notary Public