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SHEET

5/17/01

TO: The Director of the U.S. Patent & Trademark Office: Please record the attached original document(s) or copy(ies).

**Submission Type**

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

**Conveyance Type**

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

**Conveying Party**

Mark if additional names of conveying parties attached

Name                  Fleet National Bank  
Formerly              f/k/a BankBoston, N.A.

Execution Date  
Month    Day    Year  
04        20     2001

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

**Receiving Party**

Mark if additional names of receiving attached

Name                  Fleet Capital Corporation

DBA/AKA/TA

Composed of

Address (line 1)    One Federal Street

Address (line 2)    MADE 10307X

Address (line 3)    Boston    MA    02110  
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 – Rhode Island

**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:  
Director of U.S. Patent & Trademark Office, Box Assignments, Washington, D.C. 20231

05/17/01 09:14:46 00000143 1026994

01 02:48:11                          05/09 01  
02 01:48:02                          07:29 03

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**Area Code and Telephone Number  
(617) 570-1292

Name Miriam J. Rovner, Senior Legal Assistant

Address (line 1) Goodwin Procter LLP

Address (line 2) Exchange Place

Address (line 3) 53 State Street

Address (line 4) Boston, MA 02109-2881

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

# 5

**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)

Trademark Registration Number(s)

See attached Schedule

**Number of Properties**

Enter the total number of properties involved

# 24

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 615.00

Method of Payment:

Enclosed Deposit Account 

Deposit Account

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

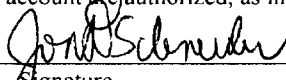
Deposit Account Number: # 07-1700

Authorization to charge additional fees: Yes  No **Statement and Signature**

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

Jon D. Schneider, P.C.

Name and Person Signing

  
Signature

May 16, 2001

Date Signed

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

**TRADEMARKS**

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

**ASSIGNMENT AND AMENDMENT OF NOTICE OF COLLATERAL  
ASSIGNMENT OF TRADEMARKS**

This Assignment and Amendment is made as of April 20, 2001, by Cranston Print Works Company, a Rhode Island corporation (the "Grantor"), Fleet National Bank (f/k/a BankBoston, N.A.), as lender (the "Bank") and as collateral agent (the "Agent") and Fleet Capital Corporation, a Rhode Island Corporation ("Fleet Capital").

**RECITALS**

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

WHEREAS, The Prudential Insurance Company of America ("Prudential") established a credit facility for the Guarantor under a Note Purchase Agreement dated as of August 31, 1987 (as amended and in effect from time to time, the "Prudential Agreement");

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

WHEREAS, the Bank assigned all its rights under the 1997 Credit Agreement and Security Agreement to Fleet Capital and Fleet Capital has refinanced the 1997 Credit Agreement pursuant to a Loan and Security Agreement dated April 20, 2001 ("2001 Credit Agreement").

WHEREAS, the Grantor has executed a Notice of Collateral Assignment of Trademarks dated January 29, 1999 recorded with the United States Office of Patents and Trademarks in reel 1858, frame 0835, (the "Notice").

WHEREAS, the Grantor has paid all obligations under the Prudential Agreement;

NOW, THEREFORE, in consideration of the premises and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree:

1. All right, title and interest of the Bank and the Agent under the Security Agreement and the Notice are assigned to Fleet Capital.
2. All reference to the "Bank" or "Agent" in the Security Agreement and Notice shall hereinafter mean "Fleet Capital."

3. All references to "Credit Agreement" or "Security Agreement" in the Notice shall hereafter mean the "2001 Credit Agreement."

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

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

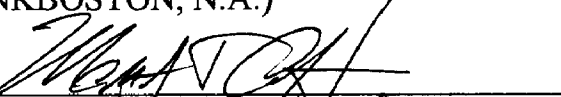
CRANSTON PRINT WORKS COMPANY

By: 

Name: Bryan Adriance

Title: Vice President of  
Administration-Finance

FLEET NATIONAL BANK (f/k/a  
BANKBOSTON, N.A.)

By: 

Name: Matthew T. O'Keefe

Title: Authorized officer

FLEET CAPITAL CORPORATION

By: 

Name: Matthew T. O'Keefe

Title: Senior Vice President

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

On this 19<sup>th</sup> day of April, 2001, before me personally appeared Bryan Adriance, known, who, being by me duly sworn, declared that he/she is the Vice President of Administration-Finance of Cranston Print Works Company, the corporation described in and which executed the foregoing instrument; that being duly authorized he/she did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My commission expires: 6/17/01 Caroleya M. Lee  
Notary Public

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 20 day of April, 2001, before me personally appeared Matthew T. O'Keefe, to me known, who, being by me duly sworn, declared that he is an Authorized Officer of Fleet National Bank, the corporation described in and which executed the foregoing instrument; that being duly authorized he/she did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My commission expires: 11/2/01 Patricia Goodwin  
Notary Public Patricia Goodwin

COMMONWEALTH OF MASSACHUSETTS

SUFFOLK, ss.

On this 20 day of April, 2001, before me personally appeared Matthew T. O'Keefe, to me known, who, being by me duly sworn, declared that he is a Senior Vice President of Fleet Capital Corporation, the corporation described in and which executed the foregoing instrument; that being duly authorized he/she did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My commission expires: 11/2/01 Patricia Goodwin  
Notary Public Patricia Goodwin

BERSIZE

1,182,610

12/22/81

BERSIZE

1,182,611

12/22/81

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Miriam J. Rovner  
617.570.1292  
mrovner@  
goodwinprocter.com

Goodwin Procter LLP  
Counsellors at Law  
Exchange Place  
Boston, MA 02109  
T: 617.570.1000  
F: 617.523.1231

May 16, 2001

VIA EXPRESS MAIL

EL688633655US

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, DC 20231

**Re: Recordation of  
Assignment and Amendment of  
Notice of Collateral Assignment of Trademark  
Fleet National Bank to Fleet Capital Corporation**

Dear Commissioner:

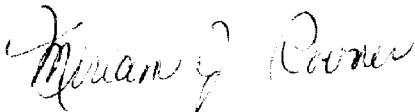
Enclosed please find the following documents for recordation:

1. Trademark recordation form cover sheet;
2. Assignment and Amendment of Notice of Collateral Assignment of Trademark;
3. A check in the amount of \$615.00 to cover the recordation fees pursuant to 37 C.F.R. 3.41; and
4. A return postcard for acknowledgment of your receipt of these documents.

The Commissioner is hereby authorized to charge any additional fees which may be required, or credit any overpayment, to Deposit Account No. 07-1700.

If you have any questions regarding these documents, please call me at (617) 570-1292.

Sincerely,



Miriam J. Rovner  
Senior Legal Assistant

MJR:clk

Enclosures

Cc: Jon D. Schneider, P.C. (w/o enclosures)

LIBC/1158034.1

Our Ref. #129

**RECORDED: 05/17/2001**

**TRADEMARK  
REEL: 002303 FRAME: 0083**