



01-02-2004

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION FORM COVER TRADEMARKS OI



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

1. Name of conveying party(ies): 12.29.03 Fleet Capital Corporation

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

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

2. Name and address of receiving party(ies) Name: Fleet National Bank Internal Address: 111 Westminster Street (RI/DE/03302L) Street Address: 111 Westminster Street City: Providence State: RI Zip: 02903

- Individual(s) citizenship, Association, General Partnership, Limited Partnership, Corporation-State, Other National Banking Association

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

3. Nature of conveyance: Assignment, Merger, Security Agreement, Change of Name, Other Second Assignment and Amendment of Notice of Collateral Assignment Execution Date: 12/19/2003

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) See attached Schedule Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Alan M. Mal, Esq. Internal Address: Adler Pollock & Sheehan P.C. 2300 Financial Plaza Street Address: Adler Pollock & Sheehan P.C. 2300 Financial Plaza City: Providence State: RI Zip: 02903

6. Total number of applications and registrations involved: 24 7. Total fee (37 CFR 3.41): \$ 615.00 Enclosed Authorized to be charged to deposit account

8. Deposit account number: (Attach duplicate copy of this page if paying by deposit account)

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. Alan M. Mal, Esq. Signature Date: 12/31/03

Total number of pages including cover sheet, attachments, and document: 6

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

12/31/2003 BYRNE 00000139 1026384 01 FC:8521 02 FC:8522

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

**TRADEMARKS**

<b>TRADEMARK</b>	<b>REG. No</b>	<b>REG. DATE</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

<b>BERSIZE</b>	<b>1,182,610</b>	<b>12/22/81</b>
<b>BERSIZE</b>	<b>1,182,611</b>	<b>12/22/81</b>

**DOCSC718709.1**

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

This Assignment and Amendment is made as of December 19, 2003, by Cranston Print Works Company, a Rhode Island corporation (the "Grantor"), Fleet National Bank, a national banking association (the "Bank") and Fleet Capital Corporation, a Rhode Island corporation ("Fleet Capital").

**RECITALS**

WHEREAS, the Grantor and Fleet Capital are parties to a Loan and Security Agreement dated as of April 20, 2001, as amended September 27, 2001 (as amended, the "Loan Agreement"); and


WHEREAS, Fleet Capital desires to assign to Bank all of its rights and obligations in and to the Loan Agreement and all other documents or security related thereto, including (i) the Security Agreement dated February 13, 1997 (as amended and in effect from time to time, the "Security Agreement") pursuant to which Grantor, in order to secure the payment and performance of the Obligations (as defined in the Security Agreement) to Fleet Capital, as assignee of the Bank, granted Fleet Capital a security interest in all of 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), and (ii) the 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, as amended and assigned to Fleet Capital by Bank and Grantor in the Assignment and Amendment of Notice of Collateral Assignment of Trademarks dated April 20, 2001 recorded with the United States Office of Patents and Trademarks in reel 002303, frame 0076 (collectively, the "Notice").

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 Fleet Capital under the Security Agreement and the Notice are assigned to Bank.
2. All references to "Fleet Capital" in the Security Agreement and Notice shall hereinafter mean the "Bank".
3. The Grantor hereby expressly authorizes Bank to record this instrument in the United States 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 Bank and Fleet Capital have caused this assignment 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 T. Adriance  
Title: Vice President  
Finance and Administration

FLEET NATIONAL BANK

By:   
Name: John D. Webb  
Title: Senior Vice President

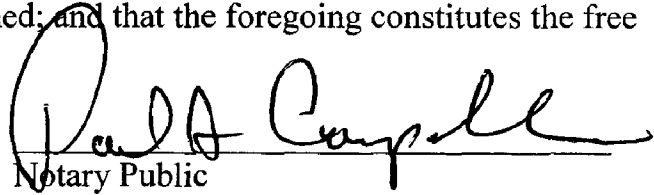
FLEET CAPITAL CORPORATION

By:   
Name: Matthew T. O'Keefe  
Title: Senior Vice President

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

On this 19<sup>th</sup> day of December, 2003, before me personally appeared Bryan T. Adriance, to me known, who, being by me duly sworn, declared that he is the Vice President – Finance and Administration of Cranston Print Works Company, the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

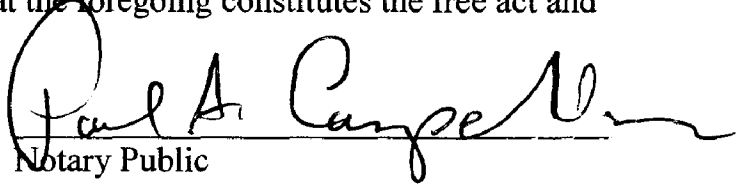
My Commission Expires: 7/4/05

  
Notary Public

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

On this 19<sup>th</sup> day of December, 2003, before me personally appeared John D. Webb, to me known, who, being by me duly sworn, declared that he is the Senior Vice President of Fleet National Bank, a national banking association described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the national banking association therein named; and that the foregoing constitutes the free act and deed of said national banking association.

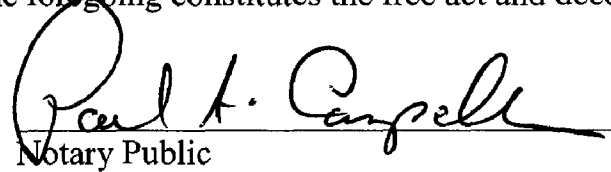
My Commission Expires: 7/4/05

  
Notary Public

STATE OF RHODE ISLAND  
COUNTY OF PROVIDENCE

On this 18<sup>th</sup> day of December, 2003, before me personally appeared Matthew T. O'Keefe, to me known, who, being by me duly sworn, declared that he is the Senior Vice President of Fleet Capital Corporation, the corporation described in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing constitutes the free act and deed of said corporation.

My Commission Expires: 7/4/05

  
Notary Public

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