

01-14-2004

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102645212

To the Honorable Commissioner of P

Attached original documents or copy thereof.

1-13-04

1. Name of conveying party(ies):
 Finanz St. Honore, B.V.
 Herengracht 548
 1017 CG Amsterdam, The Netherlands

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: The Netherlands
 Other _____

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

2. Name and address of receiving party(ies):
 Name: LaSalle Business Credit, LLC
 Internal Address: _____
 Street Address: 135 South LaSalle Street
 City: Chicago State: IL ZIP: 60603-4105

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

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 conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: December 29, 2003

4. Application Number(s) or registration number(s):
 A. Trademark Application.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Federal Research Corporation
 Internal Address: _____

 Street Address: 400 Seventh Avenue, N.W., Suite 101
 City: Washington State: DC ZIP: 20004

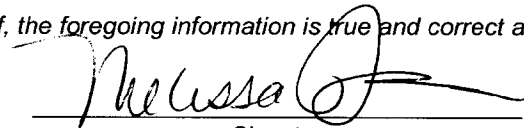
6. Total number of applications and registrations involved: 101

7. Total fee (37 CFR 3.41): \$ 2540⁰⁰
 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

Melissa Johnston, Esq.  1/8/04
 Name of Person Signing Signature Date

01/14/2004 LNUJELLER 00000017 425304 Total number of pages including coversheet, attachments and document: 8

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated December 29 2003, by and between FINANZ ST. HONORÉ, B.V. and LASALLE BUSINESS CREDIT, LLC, as Agent.

<u>MARK</u>	<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>
AMBUSH	425304	11/12/1946
AMBUSH	392021	12/2/1941
AMBUSH Bottle & Cap Design	790523	6/1/1965
BABY SOFT	854850	8/13/1968
BARREL-SHAPED Bottle Closure Design	824247	2/14/1967
BARREL-SHAPED Bottle Closure Design	1497338	7/26/1988
BATHTUB GIN	814164	8/30/1966
BITTER LEMON	874839	8/12/1969
BOPO	1262791	1/3/1984
BRITISH STERLING	2736903	7/15/2003
BRITISH STERLING	78/167378	9/24/2002
BRITISH STERLING	805745	3/15/1966
BRITISH STERLING	804836	3/1/1966
BRITISH STERLING AND CROWN DESIGN	870209	5/27/1969
CALIFORNIA FOR MEN	1756000	3/2/1993
CALIFORNIA FOR WOMEN	2722094	6/3/2003
CALIFORNIA FOR WOMEN Bottle Design	1582172	2/13/1990

CANOE	1447663	7/14/1987
CANOE	1169805	9/22/1981
CANOE	425306	11/12/1946
CANOE	423843	9/10/1946
CANOE DANA & Color Flag Design	2,666,677	12/24/2002
CANOE DANA & Flag Design	2,709,436	4/22/2003
CANOE DANA & Flag Design	1498712	8/2/1988
CANOE DANA & Flag Design	731261	5/8/1962
CANOE DANA AND DESIGN	795799	9/7/1965
CANOE DANA Label	786219	3/2/1965
CIAO	842990	1/23/1968
CLASSIC GARDENIA	2127855	1/6/1998
DANA	76/550643	10/9/2003
DANA	580767	10/6/1953
DANA (SCRIPT)	1626590	12/11/1990
DANA (SCRIPT)	535318	12/26/1950
DIRTBUSTERS	1411926	10/7/1986
EMBRACING	1412850	10/14/1986

ENGLISH LEATHER	78/181274	11/4/2002
ENGLISH LEATHER	1139233	9/2/1980
ENGLISH LEATHER	2129305	1/13/1998
ENGLISH LEATHER	76/549087	10/6/2003
ENGLISH LEATHER & DESIGN	841770	1/2/1968
ENGLISH LEATHER Bottle Design	846774	3/26/1968
ENGLISH LEATHER LIME AND DESIGN	849936	5/28/1968
ENGLISH LEATHER SPICED	1406393	8/26/1986
ENGLISH LEATHER Stylized	848350	4/30/1968
FLEURS DE TABAC AND DESIGN	849136	5/14/1968
FRENZY	2,688,851	2/18/2003
GAUCHO	822089	1/10/1967
GOLD BOND	1370147	11/12/1985
HONEY BUNCH	1382931	2/18/1986
INCOGNITO	1592690	4/24/1990
INCOGNITO Bottle Design	2512336	11/27/2001
LOVE'S	78/136982	6/19/2002

LOVE'S	78/133787	6/6/2002
LOVE'S	923592	11/9/1971
LOVE'S	7594573	7/16/2002
LOVE'S	2489371	9/11/2001
LOVE'S	1728816	11/3/1992
LOVE'S BABY SOFT	78/133457	6/5/2002
LOVE'S BABY SOFT	78/136984	6/19/2002
LOVE'S BABY SOFT	2659795	12/10/2002
LOVE'S BABY SOFT	2489370	9/11/2001
LOVE'S BABY SOFT	1199240	6/29/1982
LOVE'S BABY SOFT	1746723	1/19/1993
LOVE'S BERRY BLUE	2474928	8/7/2001
LOVE'S BOTTLE DESIGN	989124	7/23/1974
LOVE'S CLEAN & NATURAL	1838327	5/31/1994
LOVE'S FRESH LEMON	1175733	11/3/1981
LOVE'S Heart Design	78/224,663	3/12/2003
LOVE'S MUSKY JASMIN	1347093	7/9/1985
LOVE'S RAIN SCENT	1547883	7/18/1989
LOVE'S SHEER PETALS	2477126	8/14/2001
LOVE'S VANILLA POP	2474929	8/7/2001
MEM Design	507670	3/15/1949
MEM Design	418500	1/1/1946
NAVIGATOR	2186205	9/1/1998
NAVY	2032286	1/21/1997

NAVY	1585257	3/6/1990
NAVY Bottle Design	1639407	3/26/1991
NAVY WHITE	1848042	8/2/1994
POWER FOAM	1024046	11/4/1975
RAIN CLEAN, FRESH, CRISP	1532576	4/4/1989
SADDLE, STIRRUP AND CAP DESIGN	852449	7/9/1968
SECRETS BY DANA	78/155,538	8/19/2002
SUPERSTITION	422602	7/30/1946
TABOO	437162	3/9/1948
TABOU	436028	1/20/1948
TABU	425630	11/26/1946
TABU	314493	7/3/1934
TABU (STYLIZED)	427576	2/11/1947
TABU (STYLIZED)	393970	3/10/1942
TABU (STYLIZED)	407797	6/27/1944
TABU (STYLIZED)	408920	9/5/1944
TABU (STYLIZED)	426323	12/24/1946
TABU Label	432410	9/2/1947
TIMBERLINE	868471	4/22/1969
TOUJOURS MOI	816263	10/4/1966
TOUJOURS MOI (Stylized)	1420749	12/16/1986
TWILIGHT MUSK	1361321	9/24/1985
VIOLINIST DESIGN	414146	5/29/1945
WALL STREET	1350644	7/23/1985
FETISH	2345823	4/25/2000

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, FINANZ ST. HONORÉ, B.V, a corporation formed under the laws of The Netherlands, with its registered office at Herengracht 548, 1017 CG Amsterdam, The Netherlands ("Grantor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Grantor's parent and certain Affiliates of Grantor (collectively, the "Guarantors") are obligated to LaSalle Business Credit, LLC ("LaSalle") and various other financial institutions (collectively, "Lenders") and LaSalle as agent for Lenders ("Agent") pursuant to (i) a certain Guaranty, dated the date hereof, by the Guarantors in favor of the Agent and Lenders and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Grantor in favor of Agent (the "Trademark Security Agreement"); and

WHEREAS, pursuant to the Trademark Security Agreement, Grantor is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Grantor does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all Obligations as defined in the Trademark Security Agreement and in accordance with the terms and provisions thereof.

Grantor expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Trademark Security Agreement.

Dated: New York, New York
December 29, 2003

Witness:

Terese A. Zulkowski

FINANZ ST. HONORÉ, B.V

By: [Signature]
Name: Alfred R. Cowger, Jr.
Its: Managing Director

Witness:

Melissa Johnston

LASALLE BUSINESS CREDIT, LLC,
as Agent

By: [Signature]
Name: Michael F. Albani
Its: Vice President

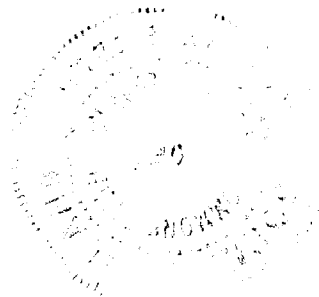
Commonwealth of Pennsylvania)
) ss.:
County of Luzerne)

On this 29 day of December, 2003, before me personally came Alfred R. Cowger, Jr., to me known, who, being by me duly sworn, did depose and say that he is the Managing Director of Finanz St. Honoré, B.V., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of said corporation.

Donna J. Glahn
Notary Public

State of New York)
) ss.:
County of New York)

Notarial Seal
Donna J. Glahn, Notary Public
Dorrance Twp., Luzerne County
My Commission Expires July 9, 2005
Member, Pennsylvania Association of Notaries



On this 30 day of December, 2003, before me personally came Michael F. Albano, III to me known, who, being by me duly sworn, did depose and say that he is a Vice President of LaSalle Business Credit, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of said limited liability company.

Melissa L. Johnston
Notary Public

MELISSA L. JOHNSTON
Notary Public, State of New York
No. 02JO6096374
Qualified in Nassau County
Commission Expires July 26, 2007