

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
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NATURE OF CONVEYANCE:	SECURITY INTEREST
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CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
The Gem Group, Inc.		10/29/2004	CORPORATION:

RECEIVING PARTY DATA	
Name:	Fleet Capital Corporation
Street Address:	One Federal Street
Internal Address:	Mail Stop MA5-503-17-19
City:	Boston
State/Country:	MASSACHUSETTS
Postal Code:	02110
Entity Type:	CORPORATION:

PROPERTY NUMBERS Total: 8		
Property Type	Number	Word Mark
Registration Number:	2413399	WE CAN BUILD ONE FOR YOU
Registration Number:	2247591	ALL THE SERVICE YOU'LL EVER NEED
Registration Number:	2226005	G
Registration Number:	1610582	GEMLINE
Registration Number:	1595331	MONEY MAKERS
Registration Number:	2703444	NORTH SHORE TRADING
Registration Number:	2004187	GEMCO
Registration Number:	2400672	QUADRAFOLD

CORRESPONDENCE DATA	
Fax Number:	(617)227-4420
<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>	
Phone:	6172390632
Email:	agrandy@palmerdodge.com
Correspondent Name:	Adam M. Grandy
Address Line 1:	111 Huntington Avenue

CH \$215.00 2413399

Address Line 2: Palmer & Dodge LLP
Address Line 4: Boston, MASSACHUSETTS 02199

ATTORNEY DOCKET NUMBER: 2164-5

NAME OF SUBMITTER: Adam M. Grandy

Total Attachments: 6
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SECURITY AGREEMENT (PATENTS & TRADEMARKS)

WHEREAS The Gem Group, Inc., a Massachusetts corporation (the "Pledgor"), having an address at Nine International Way, Lawrence, Massachusetts 01843, is the respective owner and user, as indicated on Schedule A, of the United States registered trademarks and/or trademark applications filed with the United States Patent and Trademark Office listed on the attached Schedule A (collectively, the "Trademarks") and patents and patent applications filed with the United States Patent and Trademark Office listed on the attached Schedule B (collectively the "Patents");

WHEREAS the Pledgor is a borrower under the terms of a certain Second Amended and Restated Credit and Security Agreement, dated as of October 29, 2004 (as amended from time to time, the "Credit Agreement") among the Pledgor, the guarantors from time to time party thereto, and Fleet Capital Corporation, as Lender (the "Lender"), pursuant to which the Pledgor has granted to the Lender, a security interest in, among other things, the Trademarks and the Patents;

WHEREAS the parties to the Credit Agreement contemplate and intend that, if an Event of Default (as defined in the Credit Agreement) shall occur and be continuing, the Lender shall have all rights of a secured party in and to the Trademarks (except intent-to-use applications until such time as a verified statement of use is filed with respect to such application), any Patents and any proceeds thereof, including, without limitation, the right to exercise its remedies under the Credit Agreement in connection with the Pledgor's right, title and interest in the Trademarks and Patents;

NOW, therefore, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Pledgor hereby agrees as follows:

The Pledgor hereby reconfirms the terms of the Credit Agreement. The Pledgor further hereby pledges and mortgages to the Lender, and grants to the Lender, a security interest in, all of the Pledgor's right, title and interest in and to the Trademarks and the Patents, together with the goodwill of the business symbolized by the Trademarks, the registrations and/or applications for registration of the Trademarks and the Patents, and all of the Pledgor's rights in and to any and all causes of action heretofore or hereafter accrued or accruing for infringement or threatened or alleged infringement of the Trademarks or the Patents, and all proceeds of any and all of the foregoing (collectively, the "Trademark and Patent Collateral").

The pledge and mortgage of, and grant of security interest in, the Trademark and Patent Collateral by the Pledgor pursuant hereto secures the payment of all Obligations (as defined in the Credit Agreement) now or hereafter existing under or in respect of the Credit Agreement and the other Loan Documents (as defined in the Credit Agreement).

The Pledgor authorizes and requests that the Commissioner of Patents and Trademarks and any other applicable United States government officer record this Security Agreement.

This Security Agreement has been entered into in connection with the Credit Agreement, and the Pledgor hereby acknowledges and agrees that the pledge, mortgage and grant of security interest hereunder to the Lender, and the rights and remedies of the Lender with respect to the Trademark and Patent Collateral, are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated herein by reference.

This Security Agreement shall be governed by, and construed in accordance with the laws of the Commonwealth of Massachusetts.

This Security Agreement may be executed in counterparts (and by different parties hereto on different counterparts), each of which shall constitute an original, but all of which when taken together shall constitute a single agreement.

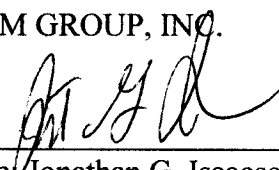
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IN WITNESS WHEREOF, the Pledgor and the Lender have caused this Security Agreement (Patents & Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of October, 2004.

PLEDGOR:

THE GEM GROUP, INC.

By: _____


Name: Jonathan G. Isaacson

Title: President

LENDER:

FLEET CAPITAL CORPORATION,
as Lender

By: _____

Name:

Title:

IN WITNESS WHEREOF, the Pledgor and the Lender have caused this Security Agreement (Patents & Trademarks) to be duly executed and delivered by its officer thereunto duly authorized as of the 29th day of October, 2004.

PLEDGOR:

THE GEM GROUP, INC.

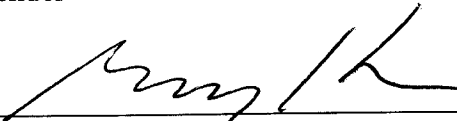
By: _____

Name: Jonathan G. Isaacson

Title: President

LENDER:

FLEET CAPITAL CORPORATION,
as Lender

By:  _____

Name: Gregory A. Kress

Title: Vice President

SCHEDULE A

UNITED STATES TRADEMARKS

TRADEMARK	REG. NO.	REG. DATE
WE CAN BUILD ONE FOR YOU	2,413, 399	12/19/2000
ALL THE SERVICE YOU'LL EVER NEED	2,247, 591	05/25/1999
DESIGN	2,226,005	02/23/1999
GEMLINE	1,610,582	08/21/1990
MONEY MARKERS	1,595,331	05/08/1990
NORTH SHORE TRADING	2,703,444	04/08/2003
GEMCO	2,004,187	10/01/1996
QUADRAFOLD	2,400,672	10/31/2000

SCHEDULE B

UNITED STATES PATENTS

Name	Serial #	Patent #	Registered
LUGGAGE PIECE WITH REMOVABLE TOTE BAG	08999107	5944155	December 29, 1997
PORTFOLIO WITH EXTERIOR POCKET	29,092,014	421,526	March 14, 2000
PORTFOLIO WITH FOLDABLE INNER FLAP	29,092,011	424,804	May 16, 2000
SYSTEM AND METHOD FOR GENERATING COMPUTER DISPLAYS OF CUSTOM BAG DESIGNS	09417152	6414693 B1	July 2, 2002
SHOULDER BAG WITH TRANSPARENT POCKET FOR PERSONAL DIGITAL ASSISTANT	D481541 S	29164236	November 4, 2003
ADJUSTABLE BASE FOR SHIRT SCREEN- PRINTERS & METHOD OF MOUNTING T-SHIRT	6640714 B1	10071278	November 4, 2003
BAG-MOUNTABLE POCKET FOR PERSONAL DIGITAL ASSISTANT	D485438S	29162943	January 20, 2004
SURFACE-MOUNT PEN HOLDER	D486523S	29182622	February 10, 2004
SHOULDER BAG WITH TRANSPARENT POCKET FOR PERSONAL DIGITAL ASSISTANT	D488926S	29164230	April 27, 2004
SHOULDER BAG WITH TRANSPARENT POCKET FOR PERSONAL DIGITAL ASSISTANT	D490243S	29164181	May 25, 2004