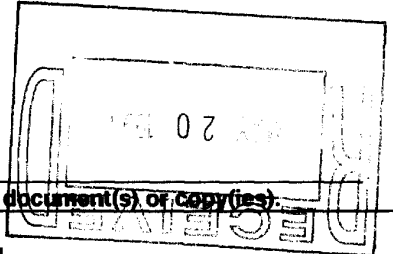


05-28-1998



100720187

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment
- License
- Security Agreement
- Nunc Pro Tunc Assignment
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name HTN PHOTO, INC.

Execution Date
Month Day Year
04/30/98

Formerly

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other

Citizenship/State of Incorporation/Organization New York

Receiving Party

Mark if additional names of receiving parties attached

Name European American Bank, As Agent

DBA/AKA/TA

Composed of

Address (line 1) 730 Veterans Memorial Highway

Address (line 2)

Address (line 3)

Hauppauge

City

New York

State/Country

11788

Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association

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.)

Other Banking Corporation

Citizenship/State of Incorporation/Organization New York

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:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

REF: 1730 FRAME: 0826

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

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)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2,122,729"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

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: #

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.

Jeffrey L. Dunetz

Name of Person Signing Signature Date Signed

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of April 30, 1998, between **HTN PHOTO, INC.** (the "Grantor") and **EUROPEAN AMERICAN BANK**, as agent (together with any successor(s) thereto in such capacity, the "Agent") for each of the Lender Parties (such capitalized term and all other capitalized terms not otherwise defined herein shall have the meanings provided for in Section 1);

W I T N E S S E T H :

WHEREAS, pursuant to a Credit Agreement, dated as of April 30, 1998 (together with all amendments, supplements, restatements, and other modifications, if any, from time to time thereafter made thereto, the "Credit Agreement"), among Tiffen Manufacturing Corp., a New York corporation (the "Borrower"), the various lending institutions (individually a "Lender" and collectively the "Lenders") as are, or may from time to time become, parties thereto and the Agent, the Lenders have extended Commitments to make Credit Extensions to the Borrower;

WHEREAS, the Grantor is a Subsidiary of the Borrower;

WHEREAS, in connection with the Credit Agreement, the Grantor and certain other Persons have executed and delivered a Security Agreement, dated as of the date hereof (together with all amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement");

WHEREAS, as a condition precedent to the making of the initial Credit Extension under the Credit Agreement, the Grantor is required to execute and deliver this Agreement and to grant to the Agent a continuing security interest in all of the Trademark Collateral (as defined below) to secure all Secured Obligations; and

WHEREAS, the Grantor has duly authorized the execution, delivery and performance of this Agreement;

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, and in order to induce the Lenders to make Credit Extensions (including the initial Credit Extension) to the Borrower pursuant to the Credit Agreement, the Grantor agrees, for the benefit of each Lender Party, as follows:

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TRADEMARK
REEL: 1730 FRAME: 0828

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, to secure all of the Secured Obligations, the Grantor does hereby mortgage, pledge and assign to the Agent, and grant to the Agent a security interest in, for its benefit and the benefit of each other Lender Party, all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A of Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment 1 hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Grantor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Grantor for the purpose of registering the security interest of the Agent in the Trademark

Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted to the Agent for its benefit and the benefit of each other Lender Party under the Security Agreement. The Security Agreement (and all rights and remedies of the Agent and each Lender Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the indefeasible payment in full in cash of all the Secured Obligations and the termination of all Commitments, the Agent shall, at the Grantor's expense, execute and deliver to the Grantor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Loan Document, etc. This Agreement is a Loan Document executed pursuant to the Credit Agreement and shall (unless otherwise expressly indicated herein) be construed, administered and applied in accordance with the terms and provisions of the Credit Agreement.

SECTION 7. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HTN PHOTO, INC.

By: *J. Chris Golden*
Name: *J. CHRIS GOLDEN*
Title: *VP Finance.*

Address: 90 Oser Avenue
Hauppauge, New York 11788
Attention: Christopher Golden

Telecopier No.: 516-273-2557

EUROPEAN AMERICAN BANK,
as Agent

By: _____
Name:
Title:

Address: 730 Veterans Memorial Highway
Hauppauge, New York 11788

Attention: James D. Riley, Jr.

Telecopier No.: 516-360-7112

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

HTN PHOTO, INC.

By: _____

Name:

Title:

Address: 90 Oser Avenue
Hauppauge, New York 11788

Attention: Christopher Golden

Telecopier No.: 516-273-2557

EUROPEAN AMERICAN BANK,
as Agent

By: _____

Name: James D. Riley, Jr.

Title: Vice President

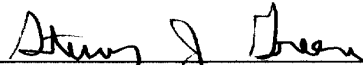
Address: 730 Veterans Memorial Highway
Hauppauge, New York 11788

Attention: James D. Riley, Jr.

Telecopier No.: 516-360-7112

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

On the 30th day of April, 1998, before me personally came J. Chris Golden to me known, who, being by me duly sworn, did depose and say he resides at 90 Oser Avenue, Hauppauge, New York and that he is the Vice President of Finance of HTN PHOTO, INC. the corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said corporation; and that he signed said instrument on behalf of said corporation pursuant to said authority.



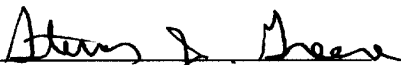
Notary Public

[Notarial Seal]

STEVEN J. GREENE
Notary Public, State of New York
No. 4986435
Qualified in New York County
Commission Expires 9/16/99

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

On the 30th day of April, 1998, before me personally came James D. Riley, Jr. to me known, who, being by me duly sworn, did depose and say he resides at 730 Veterans Memorial Highway, Hauppauge, New York and that he is the Vice President of EUROPEAN AMERICAN BANK, the banking corporation described in and which executed the above instrument; that he has been authorized to execute said instrument on behalf of said banking corporation; and that he signed said instrument on behalf of said banking corporation pursuant to said authority.



Notary Public

[Notarial Seal]

STEVEN J. GREENE
Notary Public, State of New York
No. 4986435
Qualified in New York County
Commission Expires 9/16/99

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ATTACHMENT 1
to
Agreement
(Trademark)

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Exp. Date</u>
U.S.A.	dc*pro	2,122,729	12/23/97	12/23/97

Pending Trademark Applications

<u>Country</u>	<u>Trademark</u>	<u>Serial No.</u>	<u>Filing Date</u>
None			

Trademark Applications in Preparation

<u>Country</u>	<u>Trademark</u>	<u>Expected Docket No.</u>	<u>Products/ Filing Date</u>	<u>Services</u>
None				

Item B. Trademark Licenses

<u>Country or Territory</u>	<u>Trademark</u>	<u>Licensor</u>	<u>Licensee</u>	<u>Effective Date</u>	<u>Expiration Date</u>
None					

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