

RE

06-01-1998



SHEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings

100724211

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

1. Name of conveying party(ies):
Cool Zone, Inc.

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: Unity Venture Capital Associates, Ltd
Internal Address: _____
Street Address: 245 Fifth Avenue
Suite 1500
New York, NY 10016

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

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 _____

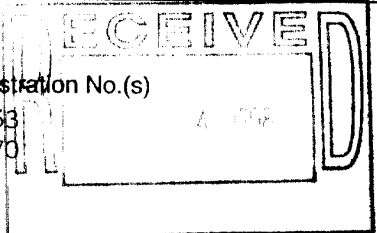
Execution Date: May 8, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)
75/425,018
75/366,404
75/443,891

Additional numbers attached? Yes No

B. Trademark Registration No.(s)
2,100,653
2,007,770



5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Stephan P. Gribok
Internal Address: ECKERT SEAMANS CHERIN & MELLOTT

06/01/1998 DEBITES 00000036 75425018
 01 FC:481 40.00 OP
 02 FC:482 100.00 OP

Street Address: 1700 Market Street
Suite 3232
City: Phila. State: PA ZIP: 19103

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41).....\$ 140.00
 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.

Stephan P. Gribok Stephan Gribok
 Name of Person Signing Signature
7815-29 _____
 Total number of pages including cover sheet, attachments, and document: 5 Date _____

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, a Delaware corporation (the "Grantor"), is obligated to **UNITY VENTURE CAPITAL ASSOCIATES LTD.**, as Agent (the "Secured Party"), and has entered into a Security Agreement, dated as of May 8, 1998 (as amended, supplemented or otherwise modified from time to time, the "Security Agreement"), in favor of the Secured Party.

Pursuant to the Security Agreement, the Grantor granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Party, and grant to the Secured Party, a security interest in, the Collateral to secure the prompt payment, performance and observance of its Obligations (as defined in the Security Agreement).


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Upon the cash payment in full of all its Obligations (as defined in the Security Agreement), the Secured Party will take whatever actions are necessary at the Grantor's expense to release or reconvey to Grantor all right, title and interest of the Grantor in and to the Collateral.

The Agent's address is: 245 Fifth Avenue, New York, New York 10016.

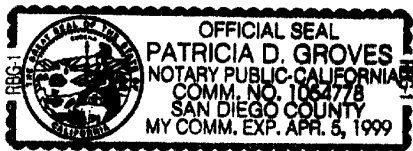
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 8 day of May, 1998.

COOL ZONE, INC.

By: 
Name: James Nagourney
Title: President

STATE OF CALIFORNIA)
COUNTY OF *San Diego*) ss.:

On this *8* day of May 1998, before me personally came James Nagourney, to me known, who, being by me duly sworn, did depose and say that he resides at *909 Coast Blvd., La Jolla, 92037*; that he is the President of COOL ZONE, INC., the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.



Patricia D. Groves

Notary Public

SCHEDULE 1
GRANT OF SECURITY INTEREST (U.S. TRADEMARKS)
DATED AS OF MAY 8, 1998

<u>MARK</u>	<u>REG. NO.</u>	<u>GRANT DT.</u>	<u>APPLN. NO.</u>	<u>FILING DT.</u>
COOL ZONE	2,100,653	09/30/97	74/656,476	04/05/95
COOL ZONE	2,007,770	10/15/96	74/675,340	05/17/95
COOL ZONE & DESIGN	N/A	N/A	75/425,018	01/27/98
COOL ZONE	N/A	N/A	75/366,404	10/01/97
WORK ZONE	N/A	N/A	75/443,891	03/03/98

F:\clients\4143-UnityVenture\004\charts.lmd.wpd

RECORDED: 06/01/1998

TRADEMARK
REEL: 1732 FRAME: 0683