

06-08-1998



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To the Honorable Commissioner of Pa

ed original documents or copy thereof

1. Name of conveying party(ies):

Crabtree & Evelyn Ltd.

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

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

2. Name and address of receiving party(ies):

Name: Fleet National Bank

Internal Address:

Street Address: 777 Main Street

City Hartford State CT ZIP 06115

- Individual(s) citizenship
- Association National Banking 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

(Designation must be a separate document from Assignment)

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: May 15, 1998

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

A. Trademark Application No.(s)

75-387655 75-338039
75-341878 75-165564

B. Trademark registration No.(s)

1,896,610 2139724 2060064
1,891,469 1866078

Additional numbers attached? Yes No

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

Name: Andrea Campbell, Esq.

Internal Address: Bingham Dana, LLP

Street Address: 100 Pearl Street

City: Hartford, State: CT ZIP 06115

6. Total number of applications and registrations involved:

nine

7. Total fee (37 CFR 3.41):.....\$ 240

- 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.

Name of Person Signing

Signature

5/22/98
Date

ANDREA L. CAMPBELL

Total number of pages comprising cover sheet: 00 01 02

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000G, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

REEL: 1736 FRAME: 032

06/05/1998 JSH/BRZ 00000044 75-387655
01 FC:401
02 FC:402

SUPPLEMENT TO SECURITY AGREEMENT

This Supplement to Trademark Security Agreement (the "*Supplement*") is dated as of May 15, 1998 and is made with reference to that certain Trademark Security Agreement dated December 31, 1992 (as previously amended, restated, supplemented or modified and as it may hereafter be amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"); between **Crabtree & Evelyn Ltd.** (the "*Borrower*") and **Fleet National Bank**, successor to **The Connecticut National Bank** (together with its successors and assigns, the "*Bank*").

Background

Borrower and The Connecticut National Bank executed the Security Agreement on December 31, 1992 in connection with a secured financing accommodation extended to Borrower. The Security Agreement was recorded by the United States Patent and Trademark Office on February 26, 1993 on Trademark Reel 935, Frames 013-027. Capitalized terms used herein without definition shall have the same meanings herein as set forth in the Security Agreement.

Since the original execution of the Security Agreement, the Borrower has acquired rights to the trademarks, tradenames and the United States registrations or applications for registration therefor and the goodwill and other rights associated therewith as are listed on Schedule I hereto (collectively, the "*Additional Trademarks*"). Pursuant to Section 4 of the Security Agreement, the Borrower has authorized the Bank to modify the Security Agreement by amending Schedule A thereto to include any Trademark utilized by Borrower or applied for or obtained after December 31, 1992 (including without limitation, the Additional Trademarks).

Contemporaneously herewith, Borrower and Bank have executed the Amended and Restated Commercial Revolving Loan and Security Agreement, dated as of May 15, 1998, which amends and restates the CRLTLSA (the "*Amended Agreement*"). The Amended Agreement provides for, among other things, a revolving loan from Bank to Borrower in the principal amount of \$15,000,000.

Borrower and Bank, in connection with the Amended Agreement, wish to amend the Security Agreement by making the Additional Trademarks subject to the Bank's first lien security interest and by otherwise making the Additional Trademarks subject to the Security Agreement in all respects.

Agreements

Accordingly, Borrower and Bank agree as follows:

1. In order to secure payment and performance of all of the Obligations (including, without limitation, Obligations arising pursuant to the Amendment Agreement), the Borrower hereby pledges, assigns and grants to the Bank a continuing security interest in and lien on the Additional Trademarks.

2. The Security Agreement is hereby modified to include the Additional Trademarks as "**Trademarks**" (as defined in the Security Agreement) and to otherwise make the Additional Trademarks subject to (i) all of the grants, assignments, transfers, covenants, warranties and representations made by Borrower in the Security Agreement, and (ii) all liens, security interests, claims, rights and remedies in favor of Bank arising pursuant to, or in connection with the Security Agreement, and (iii) to otherwise make the Additional Trademarks subject to all other terms and conditions of the Security Agreement.

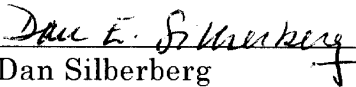
3. Borrower hereby represents and warrants to the Bank that the representations and warranties under the Security Agreement, as supplemented hereby, are true and correct in all respects to the same extent as though made on and as of the date hereof, except to the extent such representations and warranties specifically relate to an earlier date, in which case they are true and correct in all respects as of such earlier date.

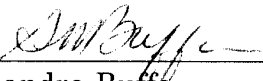
This Supplement shall become effective upon execution hereof by the Borrower and Bank.

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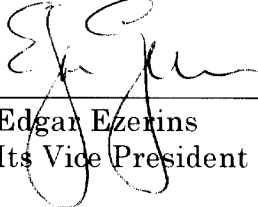
IN WITNESS WHEREOF, the parties have executed this Agreement on the date first written above.

CRABTREE & EVELYN LTD.

By 
Dan Silberberg
Its Chief Executive Officer

By 
Sandra Buffa
Its Chief Financial Officer

FLEET NATIONAL BANK

By 
Edgar Ezerins
Its Vice President

STATE OF CONNECTICUT)
)
) ss: Woodstock May 15, 1998
)
COUNTY OF WINDHAM)

On this the 15th day of May, 1998, before me Elizabeth A. Rice
_____, the undersigned officer, personally appeared Dan Silberberg and Sandra
Buffa, who acknowledged himself and herself, respectively, to be the Chief
Executive Officer and Chief Financial Officer, respectively, of Crabtree & Evelyn
Ltd., a corporation, and that they as such officers, being authorized so to do,
executed the foregoing instrument for the purposes therein contained, by signing
the name of the corporation by himself and herself, respectively, as such officers
and as their and its free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

Elizabeth A. Rice

Commissioner of the Superior Court
Notary Public
My Commission Expires: 9/30/2002

STATE OF CONNECTICUT)
)
) ss: May 17, 1998
)
COUNTY OF HARTFORD)

On this the 17th day of May, 1998, before me Stenia W. Crowley
_____, the undersigned officer, personally appeared Edgar Ezerins, who
acknowledged himself to be the Vice President of Fleet National Bank, successor
to The Connecticut National Bank, a national banking association, and that he
as such Vice President, being authorized so to do, executed the foregoing
instrument for the purposes therein contained, by signing the name of the
corporation by himself as such officer and as his and its free act and deed.

IN WITNESS WHEREOF, I hereunto set my hand.

Stenia W. Crowley

Commissioner of the Superior Court
Notary Public
My Commission Expires: 11/30/02

SCHEDULE I

Supplement to Security Agreement

Registered Trademarks

<u>Trademark</u>	<u>Reg. No.</u>
C&E (Stylized Letters)	1,896,610
C&E	1,891,469
Crabtree & Evelyn Song de Chine	2139724
Crabtree & Evelyn	2060064
Crabtree & Evelyn	1866078

Trademark Applications

<u>Trademark</u>	<u>Serial No.</u>
Crabtree & Evelyn L'Attitude	75-387655
Crabtree & Evelyn La Source	75-341878
Crabtree & Evelyn Aromathology CEAE	75-338039
Crabtree & Evelyn True Essentials	75-165564