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SHEET

U.S. DEPARTMENT OF COMMERCE  
Patent and Trademark Office

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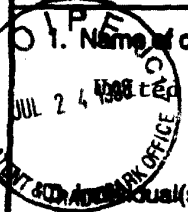


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To the Honorable Commissioner of P.

Please record the attached original documents or copy thereof.

MRD 7-24-98



1. Name of conveying party(ies):

United States Leather, Inc.

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

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

3. Nature of conveyance:

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

Execution Date: July 20, 1998

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

Name: BankAmerica Business Credit, Inc.

Internal Address: Portfolio Manager

Street Address: 40 East 52nd Street

City: New York State: NY ZIP: 10022

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

If assignee is not domiciled in the United States, a domestic representative designat  
is attached:  Yes  No

(Designations must be a separate document from assignment)  
Additional name(s) & address(es) attached?  Yes  No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Reg. # 1986846

Additional numbers attached?  Yes  No

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

Name: Gary Bernstein, Esq.

Internal Address:

Kaye, Scholer, Fierman, Hays & Handler, LLP

Street Address: 425 Park Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- 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.

Melissa R. Johnson  
Name of Person Signing

*Melissa R. Johnson*  
Signature

July 23, 1998  
Date

Total number of pages including cover sheet, attachments, and document: 4

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SCHEDULE 2-A TO ASSIGNMENT FOR SECURITY

TRADEMARKS

<u>Trademark</u>	<u>Reg. Date</u>	<u>Reg. No.</u>
WET-LOK	04/06/95	1986846
DYNAPEL	06/24/94	1991788
LACKAWANNA GENUINE LEATHER AND DESIGN	06/28/83	1243644
NUTRA	10/29/85	1367630
ANILINE PLUS	05/30/89	1541528
PLAYSHU (Stylized)	03/27/56	623769
MELLO TOUCH	12/20/60	708568
BOKARA	09/27/77	1074017
PARKA	10/15/57	652891
CORTINA	07/02/57	647641
VELOURS	12/25/56	638922

**ASSIGNMENT FOR SECURITY**

**(TRADEMARKS)**

WHEREAS, United States Leather, Inc., a Wisconsin corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 2-A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to BankAmerica Business Credit, Inc., a Delaware corporation, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") under that certain Loan and Security Agreement dated as of the date hereof, among Assignor, the Lenders and the Assignee (as amended, restated, supplemented or otherwise modified from time to time in accordance with its terms, the "Credit Agreement") and for itself as agent thereunder, and Assignor is a party to a Trademarks, Copyrights and Patents - Collateral Assignment, Security Agreement and Mortgage, dated the date hereof (the "Agreement") in favor of Assignee;

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, lien on, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and all formulae, know-how and related items necessary and appropriate so as to afford to the Agent the practical benefits of the assignment and security interest in the Trademarks created hereby, 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 payment, performance and observance of the Obligations, as defined in the Agreement; and

WHEREAS, the Secured Party has granted to Assignor an exclusive license to use the Collateral pledged by the Assignor in the ordinary course of business of the Assignor consistent with past practice;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, lien on, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in, lien on, and mortgage on the


Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 40 East 52nd Street, New York, N.Y.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 20th day of July, 1998.

UNITED STATES LEATHER, INC.

By:

  
Name: Eunice L. Weiner  
Title: Secretary

DOC #1595921.NY

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RECORDED: 07/24/1998

TRADEMARK  
REEL: 1760 FRAME: 0336