

08-04-1998

COVER SHEET
TRADEMARK
COPY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



100783533

See attached original documents or copy thereof.

1. Name of conveying party(ies):
The Pace Collection, Inc.

Re
8-4-98

- Individual(s)
- General Partnership
- Corporation-State of NEW YORK
- Other _____

- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 3/24/98

2. Name and address of receiving party(ies)
 NationsCredit Commercial Corporation Through Its
 Name: NationsCredit Commercial Funding Division
 Internal Address: 222 North LaSalle Street
 Street Address: Suite 500
 City: Chicago State: IL ZIP: 60601

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

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

A. Trademark Application No.(s)

See Schedule A annexed.

B. Trademark Registration No.(s)

See Schedule A annexed.

Additional numbers attached? Yes No

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

Name: Jeffrey A. Wurst, Esq.
Ruskin, Moscou, Evans &
 Internal Address: Faltischek, P.C.

Street Address: 170 Old Country Road

City: Mineola State: NY ZIP: 11501

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41).....\$ 40.00

- 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.

TURFER O'HANDE ET
Name of Person Signing

[Signature]
Signature

3/24/98
Date

Total number of pages including cover sheet, attachments, and document: 11

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 1762 FRAME: 0611

Schedule A to Trademark Collateral Assignment dated March 24, 1998 between **THE PACE COLLECTION, INC. AND NATIONSCREDIT COMMERCIAL CORPORATION, THROUGH ITS NATIONSCREDIT COMMERCIAL FUNDING DIVISION.**

<u>Trade/Service Name</u>	<u>Serial No or Registration No.</u>	<u>Country</u>	<u>Registration or Filing Date</u>	<u>Expiration Date</u>
Pace	Serial No 552,177 Registration No 1,389,118	U.S.	Filing Date February 14, 1985 Registration Date April 8, 1986	April 8, 2006

FORM PTO-1594
(Rev. 6-83) **MRO 4-20-98 R**
OMB No. 0651-0011 (exp. 4/94)

05-04-1998

3 SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office



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To the Honorable Commissioner of Patents and Trademarks, U.S. Department of Commerce, Washington, D.C. 20231
The attached original documents or copy thereof.

1. Name of conveying party(ies):

The Pace Collection, Inc.

- Individual(s)
- General Partnership
- Corporation-State
- 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: _____

2. Name and address of receiving party(ies)

NationsCredit Commercial Corporation Through Its Funding Division
Internal Address: 222 North LaSalle Street

Street Address: Suite 500
City: Chicago State: IL ZIP: 60601

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

If assignee is not domiciled in the United States, is domestic representative design 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)

See Schedule A annexed.

B. Trademark Registration No.(s)

See Schedule A annexed.

Additional numbers attached? Yes No

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

Name: Jeffrey A. Wurst, Esq.
Ruskin, Moscou, Evans & Faltischek, P.C.
Internal Address: _____

Street Address: 170 Old Country Road

City: Mineola State: NY ZIP: 11501

6. Total number of applications and registrations involved: 1

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- Enclosed
- Authorized to be charged to deposit account

B. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/01/1998 DEBITES 00000146 1389110

DO NOT USE THIS SPACE

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40.00 DP

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.

ROBERT D. HANDELER
Name of Person Signing

[Signature]
Signature

5/14/98
Date

Total number of pages including cover sheet, attachments, and document: 1

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

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

REEL: 1762 FRAME: 0613

TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

THIS AGREEMENT is made on the 24th day of March, 1998 between **THE PACE COLLECTION, INC.**, a New York corporation having an address at 11-11 34th Avenue, Long Island City, New York 11106 ("**Assignor**") and **NATIONSCREDIT COMMERCIAL CORPORATION, THROUGH ITS NATIONSCREDIT COMMERCIAL FUNDING DIVISION**, having an address at 222 North LaSalle Street, Chicago, Illinois 60601 ("**Lender**").

WHEREAS, Assignor and Lender have or shall enter into a certain financing arrangement (the "**Financing**") which shall be evidenced in part by a certain Security Agreement dated the date hereof by and between Assignor and Lender (the "**Security Agreement**"). In order to induce Lender to enter into the Financing, Assignor has agreed to assign to Lender as collateral security certain trademark rights. This Trademark Collateral Assignment is being executed contemporaneous with the Security Agreement under which Lender is granted a lien on and security interest in, among other things, accounts receivable, inventory, machinery, equipment formulations, manufacturing procedures, quality control procedures, product specifications, deposits, contract rights and general intangibles ("**Other Assets**") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event Lender alleges the occurrence of an Event of Default under the Security Agreement, in order that the owner of the Trademarks may continue the manufacture of products to be sold under the Trademarks and maintain substantially the same product specifications and quality as maintained by Assignor.

NOW, THEREFORE, in consideration of the premises, the Financing, and other good and valuable consideration the sufficiency of which is hereby acknowledged, Assignor hereby agrees with Lender as follows

1. To secure the complete and timely satisfaction of all of the Obligations (as such term is defined in the Security Agreement), Assignor hereby grants, assigns and conveys to Lender as collateral security the entire right, title and interest in and to the trademark applications and trademarks listed in Schedule A annexed hereto and made a part hereof (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the right to sue for past, present and future infringements and all rights corresponding thereto throughout the world (all of the foregoing are collectively called the "**Trademarks**"). and the good will of the business to which each of the Trademarks relates.

2. Assignor represents, covenants and warrants that

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) No claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements and covenants by Assignor not to sue third persons;

(e) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Trademarks, and

(g) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks

3. Assignor hereby grants to Lender and its employees and agents the right to visit Assignor's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts required by Lender to ensure Assignor's compliance with paragraph 2(g)

4. Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement (for example, a license agreement) which is inconsistent with Assignor's obligations under this Agreement, without Lender's prior written consent which consent Lender may withhold in its sole and absolute discretion.

5. If, before the Obligations shall have been satisfied in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 1 shall automatically apply thereto and Assignor shall give Lender prompt written notice thereof

6. Assignor authorizes Lender to modify this Agreement by amending Schedule A to include any future trademarks and trademark applications covered by paragraphs 1 and 5 hereof

7. Unless and until the occurrence of a Default or an Event of Default (as defined in the Security Agreement), Lender hereby grants to Assignor the exclusive, nontransferable right and license to use the Trademarks on and in connection with products sold by Assignor for Assignor's own benefit and account and for none other. Assignor agrees not to sell or assign its interest in, or grant any sublicense under, the license granted to Assignor in this

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paragraph 7, without the prior written consent of Lender which consent Lender may withhold in its sole and absolute discretion.

8. After the occurrence of a Default or an Event of Default, Assignor's license under the Trademarks, as set forth in paragraph 7, shall terminate forthwith, and Lender shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks may be located and, without limiting the generality of the foregoing, Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, in Illinois, or elsewhere, all or from time to time any of the Trademarks, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Trademarks all expenses (including all expenses for broker's fees and legal services), shall apply the residue of such proceeds after payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Trademarks shall be given to Assignor at least five (5) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made, which Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any Notice (as defined in the Security Agreement) or Lender may, to the extent permissible under applicable law, purchase the whole or any part of the Trademarks sold, free from any right of redemption on the part of Assignor, which right is hereby waived and released.

9. At such time as Assignor shall completely satisfy all of the Obligations this Agreement shall terminate and Lender shall execute and deliver to Assignor all deeds, assignments and other instruments as may be necessary or proper to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

10. Any and all fees, costs and expenses, of whatever kind or nature, including the attorney's fees and legal expenses incurred by Lender in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Trademarks, or in defending or prosecuting any actions or proceedings arising out of or related to the Trademarks, shall be borne and paid by Assignor on demand by Lender and until so paid shall become part of the Obligations.

11. Assignor shall have the duty, through counsel acceptable to Lender, to prosecute diligently any trademark applications of the Trademarks pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute

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opposition and cancellation proceedings and to do any and all acts which are necessary or desirable to preserve and maintain all rights in the Trademarks. Any expenses incurred in connection with the Trademarks shall be borne by Assignor. The Assignor shall not abandon any Trademark without the consent of Lender, which consent shall not be unreasonably withheld.

12. Assignor shall have the right, with the prior written consent of Lender, which will not be unreasonably withheld, to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Trademarks, in which event Lender may, if necessary, be joined as a nominal party to such suit if Lender shall have been satisfied that it is not thereby incurring any right of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lender for all damages, costs and expenses, including attorney's fees, incurred by Lender in the fulfillment of the provisions of this paragraph 12.

13. After the occurrence of a Default or an Event of Default under the Security Agreement, Assignor hereby authorizes and empowers Lender to make, constitute and appoint any officer or agent of Lender as Lender may select, in its exclusive direction, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lender to use the Trademarks or to grant or issue any exclusive or nonexclusive license under the Trademarks to anyone else, or necessary for Lender to assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. If Assignor fails to comply with any of its obligations hereunder, Lender may do so in Assignor's name or in Lender's name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lender in full for all expenses, including attorney's fees, incurred by Lender in protecting, defending and maintaining the Trademarks.

15. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Security Agreement shall operate as a waiver thereof, nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

16. All of Lender's rights and remedies with respect to the Trademarks, whether established hereby or by the Security Agreement, or by any other agreements or by law shall be cumulative and may be exercised singularly or concurrently.

17. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in

such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction

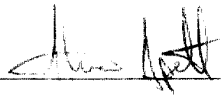
18. This Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 6.

19. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.


20. The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of Illinois

IN WITNESS WHEREOF, the execution hereof under seal as of the day and year first above written.

ATTEST:



THE PACE COLLECTION, INC.

By 

Arthur Rosen
Its: President

**NATIONSCREDIT COMMERCIAL CORPORATION
THROUGH ITS NATIONSCREDIT COMMERCIAL
FUNDING DIVISION**

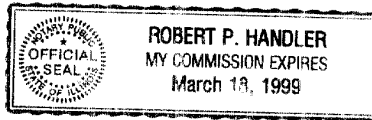
By 

Its Authorized Signatory

STATE OF ILLINOIS)
) ss
COUNTY OF COOK)

On the 24th day of March, 1998, before me personally came Arthur Rosen, to me known, who, being by me duly sworn, did depose and say that he resides at 1 Laurel Lane, Scarsdale, New York, that he is the President of The Pace Collection, Inc., the corporation described in and which executed the foregoing instruments and that he signed his name thereto by order of the board of directors of said corporation


Notary Public



SPECIAL POWER OF ATTORNEY

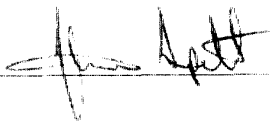
STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

KNOW ALL MEN BY THESE PRESENTS, that **THE PACE COLLECTION, INC.**, a New York corporation, having an address at 11-11 34th Avenue, Long Island City, New York 11106 ("**Borrower**"), pursuant to a Trademark Collateral Assignment and Security Agreement, dated the date hereof (the "**Security Agreement**"), hereby appoints and constitutes **NATIONSCREDIT COMMERCIAL CORPORATION, THROUGH ITS NATIONSCREDIT COMMERCIAL FUNDING DIVISION**, with an address at 222 North LaSalle Street, Chicago, Illinois 60601 ("**Lender**"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

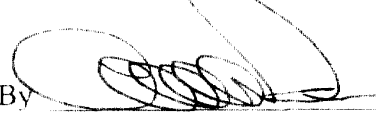
- 1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the patents and trademarks listed on Schedule A of the Security Agreement, and including those patents and trademarks which are added to the same subsequent hereto, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of or accomplishing any other formality with respect to, the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other writings necessary or advisable to effect such purpose.
- 2. To execute any and all documents, statements, certificates or other writings necessary or advisable in order to effect the purposes described above as Lender may in its sole discretion determine

This power of attorney is made pursuant to the Security Agreement, dated the date hereof, between Borrower and Lender and may not be revoked until the payment in full of all Obligations as defined in the Security Agreement

ATTEST

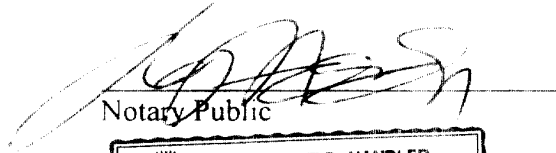


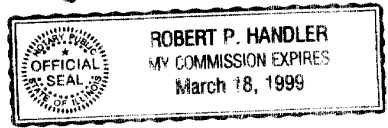
THE PACE COLLECTION, INC.

By 
_____ Arthur Rosen
Its: President

STATE OF ILLINOIS)
) ss:
COUNTY OF COOK)

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Notary Public





Ruskin, Moscou, Evans & Faltischek, P.C.

COUNSELORS AT LAW

170 Old Country Road
Mineola, NY 11501-4366
(516) 663-6600
(212) 688-8300
FAX (516) 663-6601

NYC: 641 Lexington Avenue
New York, NY 10016

Suffolk: 350 Motor Parkway
Hauppauge, NY 11788

Westchester: 175 Memorial Highway
New Rochelle, NY 10801

Writer's Direct Dial: (516) 663-6585
Writer's Direct Fax: (516) 663-6678

RE

Irvin Brum
Douglas A. Cooper
Raymond S. Evans
Michael L. Faltischek
Michael K. Feigenbaum
Douglas J. Good
Mark S. Mulholland
Gregory J. Naelerio
Paul Rubell
Melvyn B. Ruskin
Kevin Schlosser
Benjamin Weinstock
Jeffrey A. Wurst

Joseph J. Moscou
(1929-1996)

Leora F. Ardizzone
Alexander G. Bateman, Jr.
Peter L. Benza
Allan E. Binder
Steven P. Block
Vivian Breier
Adam L. Brower
John A. DeMaro
Karen J. DeSalvo
Nan R. Geist
Scott W. Goodman
Joseph R. Harbeson
Joon Pyo Hong
Margo L. Intrator
Ellen F. Kessler

David S. Koffler
Hector D. LaSalle
Dawn K. Lasko
David A. Manko
Julia S. Marx
Christine McInerney
Robert F. Regan
Seth I. Rubin
Brian P. Schechter
Jeffrey M. Schlossberg
Robert P. Schreiber
Adam P. Silvers
Daniel Weisz
Vincent J. Wiscoff

Of Counsel:
Norman M. Friedland
Arthur H. Goldberg
Dean G. Skelos
William A. Ubert

Also admitted in:
*California
*Colorado
*Connecticut
*Massachusetts
*New Jersey
*Pennsylvania
*Washington, DC

August 3, 1998

VIA FEDERAL EXPRESS

Jacqueline Moore
U.S. Patent and Trademark Office
Assignment Division, Box Assignments
CG-4
1213 Jefferson Davis Highway, Suite 320
Washington, D.C. 20231

[Vertical stamp]

Re: Document ID# 100701188A
Conveying Party: The Pace Collection, Inc.
Receiving Party: NationsCredit Commercial Corporation
Through its NationsCredit Commercial Funding Division

Dear Ms. Moore

Enclosed herewith for recording is a revised Trademark Recordation Cover Sheet reflecting the nature of the conveyance for the above referenced Trademark Assignment that was previously submitted to you without the nature of the conveyance indicated. In addition, please find the original Trademark Recordation Cover Sheet showing the stamped date of receipt, document ID number and validation of receipt of the \$40.00 fee together with the Trademark Assignment and Security Agreement for the above referenced parties and a copy of your letter which accompanied return of the original filing. Kindly file this assignment dated back to the original date of filing (4/20/98).

Thank you for your assistance in this matter

Very truly yours,

Karen J. DeSalvo
KAREN J. DeSALVO
For the Firm

Enclosures
KJD:bc
cc: Bob Handler, Esq.

RECORDED: 04/20/1998

TRADEMARK
REEL: 1762 FRAME: 0622