



SCHEDULE II

Cal Web

STATUS of Cases for 00239 Elizabeth Webbing Mills Co. Page 5

Case Number	Client Ref	Mark	Resp TM ALly CI	Serial Number	Filing Date	Reg Number	Reg Date	Status/ Present Owner
<u>NATIONAL TRADEMARKS</u>								
2010		WUFFSLING	ERG 22	74/460010	11/29/93	1061841	11/08/94	Sec. 8 & 15 must be filed by 11/08/00 California Webbing Inds.
2011		CALWEB (BLOCK LETTER FORM)	ERG 22	74/364135	03/01/93	1028019	03/29/94	Sec. 8 & 15 must be filed by 03/29/00 California Webbing Inds.
2012		TUFMEB	ERG 22	74/364134	01/01/93	1027517	03/22/94	Sec. 8 & 15 must be filed by 03/22/00 California Webbing Inds.

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, CALIFORNIA WEBBING INDUSTRIES, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated July 17, 1998 (the "Security Agreement") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC., as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and restrictions 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 Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of July 17, 1998.

CALIFORNIA WEBBING INDUSTRIES, INC.

By: 

Name: Eliot Lifland

Title: President

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 17<sup>th</sup> day of July, 1998 before me personally came Eliot Lifland, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of California Webbing Industries, Inc., a CA corporation, and that he executed the foregoing instrument in the firm name of California Webbing Industries, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Lynn S. Tanner

**LYNN S. TANNER**  
Notary Public, State of New York  
No. 02TAS004465  
Qualified in New York County  
Commission Expires Sept. 2, 1999

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY  
(TRADEMARKS AND TRADEMARK APPLICATIONS)

See attached.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
California Webbing Industries,  
Inc.  
521 Roosevelt Avenue  
Central Falls, RI 02863

2. Secured Party(ies) and address(es)  
The CIT Group/Commercial  
Services, Inc., as Agent  
1211 Avenue of the Americas  
New York, NY 10036

For Filing Officer (Date, Time, Number  
and Filing Office)

Tax ID / Social Security No

Tax ID Social Security No.

4. This Financing Statement covers the following types (or item(s)) of property:

This Financing Statement covers, without limitation, all of the Debtor's right title and interest in and to all of its now existing and hereafter created or acquired trademarks and trademark registrations and license agreements with respect to any trademark or trademark registration, as more fully described on Schedule A attached hereto, including, without limitation, those trademarks and trademark registrations described in Exhibit 1 attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected.

Filed with:

Patent and Trademark Office

Check  if covered:  Proceeds of Collateral are also Covered.  Products of collateral are also covered. No. of additional Sheets presented:

CALIFORNIA WEBBING INDUSTRIES, INC.

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
AS AGENT

By: 

Signature(s) of Debtor(s)

By: 

Signature(s) of Secured Party(ies)

(1) Filing Officer Copy - Alphabetical

STANDARD FORM - FORM UCC-1.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1 Debtor(s) (Last Name First) and address(es)  
California Webbing Industries,  
Inc.  
551 Roosevelt Avenue  
Central Falls, RI 02863

2. Secured Party(ies) and address(es)  
The CIT Group/Commercial  
Services, Inc., as Agent  
1211 Avenue of the Americas  
New York, NY 10036

For Filing Officer (Date, Time, Number,  
and Filing Office)

Tax ID / Social Security No.

Tax ID / Social Security No.

4 This Financing Statement covers the following types (or item(s)) of property:

This Financing Statement covers, without limitation, all of the Debtor's right, title and interest in and to all of its now existing and hereafter created or acquired trademarks and trademark registrations and license agreements with respect to any trademark or trademark registration, as more fully described on Schedule A attached hereto, including, without limitation, those trademarks and trademark registrations described in Exhibit B attached hereto and made a part hereof.

5 Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

Filed with:

already subject to a security interest in another jurisdiction when it was brought into this state.

Patent and Trademark Office

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also Covered.  Products of collateral are also covered. No. of additional Sheets presented:

CALIFORNIA WEBBING INDUSTRIES, INC.

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
AS AGENT

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(2) Filing Officer Copy - Numerical



This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
California Webbing Industries,  
Inc.  
521 Roosevelt Avenue  
Central Falls, RI 02863

2. Secured Party(ies) and address(es)  
The CIT Group/Commercial  
Services, Inc., as Agent  
121 Avenue of the Americas  
New York, NY 10036

For Filing Officer (Date, Time, Number  
and Filing Office)

Tax ID / Social Security No.

Tax ID / Social Security No.

4. This Financing Statement covers the following types (or items) of property:

This Financing Statement covers, without limitation, all of the Debtor's right, title and interest in and to all of its now existing and hereafter created or acquired trademarks and trademark registrations and license agreements with respect to any trademark or trademark registration, as more fully described on Schedule A attached hereto, including, without limitation, those trademarks and trademark registrations described in Exhibit 1 attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Filed with:

Patent and Trademark Office

Check  if covered:  Proceeds of Collateral are also Covered.  Products of collateral are also covered. No. of additional Sheets presented:

TERMINATION STATEMENT: This Statement of Termination of Financing is presented to a Filing Officer for filing pursuant to the Uniform Commercial Code. The Secured Party certifies that the Secured Party no longer claims a security interest under the financing statement bearing the file number shown above.

Date \_\_\_\_\_ 19 \_\_\_\_\_

By: \_\_\_\_\_  
(Signature of Secured Party or Assignee of record. Not Valid Until Signed.)

(3) Filing Officer Copy - Acknowledgement

Filing Officer is requested to note file number, date and hour of filing on this copy and return to the person filing, as an acknowledgement.

This FINANCING STATEMENT is presented to a filing office: for filing pursuant to the Uniform Commercial Code: 3. Maturity date, if any:

1. Debtor(s) (Last Name First) and address(es)  
California Webbing Industries,  
Inc.  
521 Roosevelt Avenue  
Central Falls, RI 02863

2. Secured Party(ies) and address(es)  
The CIT Group/Commercial  
Services, Inc., as Agent  
1231 Avenue of the Americas  
New York, NY 10036

For Filing Officer (Date, Time, Number,  
and Filing Office):

Tax ID / Social Security No.

Tax ID / Social Security No.

4. This Financing Statement covers the following types (or items) of property:

This Financing Statement covers, without limitation, all of the Debtor's rights, title and interest in and to all of its now existing and hereafter created or acquired trademarks and trademark registrations and license agreements with respect to any trademark or trademark registration, as more fully described on Schedule A attached hereto, including, without limitation, those trademarks and trademark registrations described in Exhibit 1 attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected:

Check  if covered:  Proceeds of Collateral are also Covered.  Products of collateral are also covered. No. of additional Sheets presented:

CALIFORNIA WEBBING INDUSTRIES, INC.

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
AS AGENT

By:

Signature(s) of Debtor(s)

By:

Signature(s) of Secured Party(ies)

(4) Secured Party Copy

**ORIGINATOR** - Remove this copy and forward balance of form intact for filing.

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code: | 3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)  
California Webbing Industries,  
Inc.  
571 Roosevelt Avenue  
Central Falls, RI 02863

2. Secured Party(ies) and address(es)  
The CIT Group/Commercial  
Services, Inc., as Agent  
1211 Avenue of the Americas  
New York, NY 10036

For Filing Officer (Date, Time, Number,  
and Filing Office)

Tax ID / Social Security No.

Tax ID / Social Security No.

4. This Financing Statement covers the following types (or items) of property:  
  
This Financing Statement covers, without limitation, all of the Debtor's right, title and interest in and to all of its now existing and hereafter created or acquired trademarks and trademark registrations and license agreements with respect to any trademark or trademark registration, as more fully described on Schedule A attached hereto, including, without limitation, those trademarks and trademark registrations described in Exhibit 1 attached hereto and made a part hereof.

5. Assignee(s) of Secured Party and Address(es)

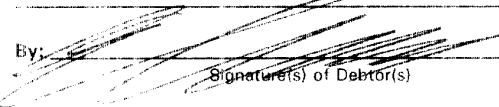
This statement is filed without the debtor's signature to perfect a security interest in collateral. (check  if so)  
 already subject to a security interest in another jurisdiction when it was brought into this state.  
 which is proceeds of the original collateral described above in which a security interest was perfected:

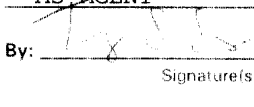
Filed with:  
Patent and Trademark Office

Check  if covered:  Proceeds of Collateral are also Covered.  Products of collateral are also covered. No. of additional Sheets presented:

CALIFORNIA WEBBING INDUSTRIES, INC.

THE CIT GROUP/COMMERCIAL SERVICES, INC.,  
AS AGENT

By:   
Signature(s) of Debtor(s)

By:   
Signature(s) of Secured Party(ies)

(5 Debtor Copy)

**ORIGINATOR** - Remove this copy and forward balance of form intact for filing.

**SCHEDULE A**  
to UCC-1 Financing Statement Naming:

Elizabeth Webbing Mills Co., Inc  
521 Roosevelt Avenue  
Central Falls, RI 02863, as debtor ("Debtor"),

and

The CIT Group/Commercial Services, Inc., as Agent  
1211 Avenue of the Americas  
New York, NY 10036, as secured party ("Secured Party")

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This Financing Statement covers the following types (or items) of property  
(collectively, the "Collateral"):

All trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers and all general intangibles of like nature, now or hereafter owned, adopted, acquired or used by the Debtor (including, without limitation, all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers described in Exhibit I hereto), all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Debtor relating to the distribution of products and services in connection with which any of such marks are used, and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past and future infringements or dilution's thereof and the right to sue for past, present and future infringements and dilutions thereof (hereinafter referred to collectively as the "Trademarks"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensor or licensee and providing for the grant of any right to use any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses or agreements and the right to prepare for sale and sell any and all Inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses,

in each case howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise).