

UNITED STATES PATENT AND TRADEMARK OFFICE

RECORDATION FORM COVER SHEET

8-18-98

08-21-1998



100798456

A 118

To the Honorable Commissioner of Patents and Trademarks:

Please record the attached original document or copy thereof.

1. Name and address of conveying party(ies):

ADS Properties Corp.
5 Burlington Square
Burlington, VT

A Vermont corporation.

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

BankBoston, N.A., as Collateral Agent
100 Federal Street
Boston, MA 02110

A national banking association.

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes

(Designation must be a separate document from Assignment)

3. Nature of conveyance: security agreement.

Execution date: August 14, 1998

08/21/1998 J WATKINS 00000032 2011018

01 FF:481
02 FC:482

40.00 BP
200.00 BP

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

A. Trademark application number(s)

[See Attached Schedule A]

B. Trademark registration number(s)

[See Attached Schedule B]

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

Deidre E. Corkery
Bingham Dana LLP
150 Federal Street
Boston, Massachusetts 02110

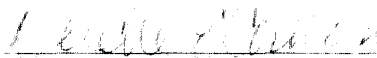
6. Total number of applications and registrations involved: 9

7. Total fee enclosed: \$240.00

8. Deposit account number: Not applicable

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.



Deidre E. Corkery

Date: 8/17/98

Total number of pages submitted (including cover sheet and any attached Schedules, and conveyance document and any attached Schedules): 12

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

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

Schedule A

Trademark Application Number(s)
(Continuation of Item 4A)

<u>Mark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
None	None	None

[List in Ascending Numerical Order (Chronologically)]

Schedule B

Trademark Registration Number(s)
(Continuation of Item 4B)

<u>Mark</u>	<u>Registration Number</u>	<u>Registration Date</u>
POLARSTRETCH	2,011,018	
BIPOLAR TECHNOLOGY	2,019,688	
POLARFLEECE (Upholstery)	2,043,717	
POLARTEC PRO	2,046,104	
BITECHNOLOGY	2,052,852	
POLARTEC (Upholstery)	2,055,241	
POLARTEC & design	2,056,033	
MALDEN MILLS GENUINE ARTICLE POLARFLEECE	2,063,455	
POLAR COOL CAP	2,163,244	

[List in Ascending Numerical Order (Chronologically)]

**SUPPLEMENTAL TRADEMARK
COLLATERAL SECURITY AND PLEDGE AGREEMENT**

ADS Properties Corp.

This **SUPPLEMENTAL TRADEMARK COLLATERAL SECURITY AND PLEDGE AGREEMENT** (the "Agreement"), dated as of August 14, 1998, is by and between **ADS Properties Corp.**, (the "Assignor"), and **BANKBOSTON, N.A.** (formerly known as The First National Bank of Boston), as collateral agent (hereinafter, in such capacity, the "Collateral Agent") for itself and other financial institutions (hereinafter, collectively, the "Secured Parties").

Reference is hereby made to the Amended and Restated Security Agreement dated as of August 14, 1998 by and among the Assignor and the Collateral Agent (as amended, restated, modified or supplemented and in effect from time to time, the "Security Agreement").

RECITALS

WHEREAS, the Assignor executed and delivered to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, a certain Security Agreement dated as of August 30, 1996 (the "Original Security Agreement") pursuant to which the Assignor granted to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, a security interest in certain of the Assignor's assets, including without limitation all trademarks, service marks, trademark and service mark registrations, and trademark and service mark registration applications, all to secure the payment and performance of the Obligations (as defined in the Original Security Agreement);

WHEREAS, the Assignor has executed the Security Agreement to amend and restate the Original Security Agreement in its entirety;

WHEREAS, in connection with the transactions contemplated by the Original Security Agreement, the Assignor and the Collateral Agent entered into a Trademark Collateral Security and Pledge Agreement dated as of August 30, 1996 (the "Trademark Security Agreement") pursuant to which the Assignor granted to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, a security interest in and lien on all of the Assignor's Trademarks, as such term is defined in the Trademark Security Agreement;

WHEREAS, the Trademark Security Agreement was filed with the United States Patent and Trademark Office (the "PTO") on or about September 9, 1996 (Reel/Frame Number 1502/0034);

WHEREAS, the Assignor has adopted the trademarks and has filed or made the trademark applications set forth on Schedule A hereto (such trademarks and trademark applications being collectively referred to herein as the "Supplemental Trademarks");

WHEREAS, pursuant to and in fulfillment of the parties' obligations under the Security Agreement and the Trademark Security Agreement, the Assignor wishes to execute and deliver this Agreement to further effect, evidence and memorialize the Assignor's grant to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, of a security interest in the Supplemental Trademarks, the Trademark rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark Rights"), the Trademark license rights associated with or related to the Supplemental Trademarks (the "Supplemental Trademark License Rights"), and the proceeds associated with or related to the Supplemental Trademarks (the "Supplemental Proceeds") (the Supplemental Trademarks, Supplemental Trademark Rights, Supplemental Trademark License

Rights and Supplemental Proceeds are collectively referred to herein as the "Supplemental Trademark Collateral"), and the Assignor's collateral future assignment to the Collateral Agent of the Supplemental Trademark Collateral, all as contemplated by the Trademark Security Agreement;

NOW, THEREFORE, in consideration of the premises set forth in the Security Agreement and the Trademark Security Agreement and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor and the Collateral Agent hereby agree as follows:

§1. DEFINITIONS. All capitalized terms used herein without definition, including, without limitation, the term "Obligations", shall have the respective meanings provided therefor in the Security Agreement and the Trademark Security Agreement.

§2. GRANT OF SECURITY; COLLATERAL ASSIGNMENT.

§2.1. Grant of Security Interest; Assignment of Marks. As collateral security for the complete and timely payment, performance and satisfaction of all Obligations (as defined in the Security Agreement), the Assignor hereby grants to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, a continuing security interest in and first priority lien on the Supplemental Trademark Collateral, and pledges, mortgages and hypothecates (but does not transfer title to) the Supplemental Trademark Collateral to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent. In addition, the Assignor has executed in blank and delivered to the Collateral Agent an assignment of federally registered trademarks in substantially the form of Exhibit 1 to the Trademark Security Agreement (the "Assignment of Marks"). The Assignor hereby authorizes the Collateral Agent to complete as assignee and record with the PTO the Assignment of Marks upon the occurrence and during the continuance of an Event of Default and the proper exercise of the Collateral Agent's remedies under this Agreement, the Trademark Security Agreement and the Security Agreement. The Collateral Agent will give prompt notice of any such completion and recording of any Assignment of Marks pursuant to this Section 2.1.

§2.2. Collateral Assignment. In addition to, and not by way of limitation of, the grant, pledge, mortgage and hypothecation of the Supplemental Trademark Collateral provided in Section 2.1 hereof, to secure the complete and timely payment, performance and satisfaction of all Obligations, the Assignor hereby grants, assigns, transfers and conveys to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent (and confirms its grant, assignment, transfer and conveyance to the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent pursuant to the Trademark Security Agreement), by way of collateral security, the Assignor's entire right, title and interest in and to the Supplemental Trademark Collateral, provided, however, that such grant, assignment, transfer and conveyance shall be and become of force and effect only (i) upon or after the occurrence and during the continuance of an Event of Default and (ii) either (A) upon the written demand of the Collateral Agent at any time during such continuance or (B) immediately and automatically (without notice or action of any kind by the Collateral Agent) upon an Event of Default for which acceleration of amounts outstanding is automatic under the Debt Agreements or upon the sale or other disposition of or foreclosure upon the Supplemental Trademark Collateral pursuant to the Security Agreement or Article 9 of the Uniform Commercial Code (including the transfer or other disposition of the Supplemental Trademark Collateral by the Assignor). The foregoing grant, assignment, transfer and conveyance shall be referred to from time to time herein as the "Section 2.2 Assignment". THE COLLATERAL AGENT ASSUMES NO LIABILITY OR RESPONSIBILITY ARISING IN ANY WAY BY REASON OF ITS HOLDING SUCH COLLATERAL SECURITY.

§2.3. Rights and Remedies Upon Default. If any Event of Default shall have occurred and be continuing, then, with respect to the Supplemental Trademark Collateral, the Collateral Agent shall have such rights, interests and remedies, and the Assignor shall have such obligations, as are provided in or arise under the Trademark Security Agreement with respect to the Trademark Collateral, and all such rights, interests, remedies and obligations are hereby incorporated herein by reference as if set forth in full herein and are hereby ratified, confirmed, adopted and approved.

§2.4. Supplemental to Certain Agreements. In no event shall this Agreement, the Section 2.2 Assignment of the Supplemental Trademark Collateral hereunder or the recordation of this Agreement (or any document hereunder) with the PTO, adversely affect or impair, in any way or to any extent, the Security Agreement, the security interest of the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, in the Collateral (including the Supplemental Trademark Collateral) pursuant to the Security Agreement, the Trademark Security Agreement and/or this Agreement, the attachment and perfection of such security interest under the Uniform Commercial Code, or the present or future rights and interests of the Collateral Agent in and to the Collateral under or in connection with the Security Agreement, the Trademark Security Agreement, this Agreement and/or the Uniform Commercial Code. Any and all rights and interests of the Collateral Agent in and to the Supplemental Trademark Collateral, (and any and all obligations of the Assignor with respect to the Supplemental Trademark Collateral) provided herein, or arising hereunder or in connection herewith, shall only supplement and be cumulative and in addition to the rights and interests of the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, (and the obligations of the Assignor) in, to or with respect to the Collateral (including the Supplemental Trademark Collateral) provided in or arising under or in connection with the Security Agreement and the Trademark Security Agreement. The Security Agreement, the Trademark Security Agreement, and all rights and interests of the Collateral Agent, for the benefit of the Secured Parties and the Collateral Agent, in and to the Collateral (including the Supplemental Trademark Collateral) thereunder, are hereby ratified, confirmed, adopted and approved.

§3. REPRESENTATIONS, WARRANTIES AND COVENANTS.

§3.1. Schedule A to the Trademark Security Agreement (the "Original Schedule A"), is hereby amended and supplemented by Schedule A to this Agreement (the "New Schedule A"). The Assignor represents and warrants that, together, the Original Schedule A and the New Schedule A constitute a true and complete list of all United States Trademarks, all Licensed Trademarks, the owners thereof, and the license or other agreements pursuant to which the Assignor has the right to utilize the Licensed Trademarks.

§3.2. The term "Trademarks", as defined and used in the Trademark Security Agreement, shall include, as of the time of the Assignor's acquisition of any right, title or interest therein or thereto, the Supplemental Trademarks, the Supplemental Trademark License Rights, the Supplemental Trademark Rights, the Supplemental Proceeds and the Supplemental Trademark Collateral.

§3.3. The Assignor represents and warrants that all representations and warranties of the Assignor as set forth in Section 3 of the Trademark Security Agreement, are true and correct in all material respects on and as of the date hereof. All such representations and warranties are hereby ratified, affirmed and incorporated herein by reference, and such representations and warranties are applicable to the Trademarks and the Supplemental Trademark Collateral with the same force and effect as though set forth herein in their entirety.

§3.4. All rights, interests, duties, obligations, liabilities, covenants, agreements and remedies of each of the Assignor and the Collateral Agent with respect to each other and/or the Trademarks (including without limitation the Supplemental Trademark Collateral) or any portion thereof, as set

forth in the Trademark Security Agreement and the Security Agreement, are hereby ratified, confirmed, adopted, approved and incorporated herein by reference; and such rights, duties, obligations, liabilities, covenants, agreements and remedies are applicable to the parties and the Trademarks (including without limitation the Supplemental Trademark Collateral) with the same force and effect as though set forth herein in their entirety.

§4. OTHER TERMS AND CONDITIONS OF THE TRADEMARK SECURITY AGREEMENT. This Agreement incorporates by reference all other terms and conditions contained in the Trademark Security Agreement to the extent that such terms and conditions are not inconsistent with the provisions set forth in this Agreement, with the same force and effect as though set forth herein in their entirety.

{Signature page follows}

IN WITNESS WHEREOF, the Assignor and the Collateral Agent, each by its own duly authorized officer, have duly executed this Agreement, as an instrument under seal, as of the date first set forth above.

ADS PROPERTIES CORP.

By: Michael J. Keane
Title: President

BANKBOSTON, N.A. as Collateral Agent

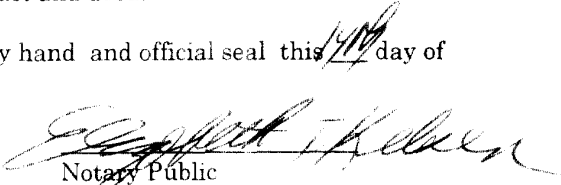
By: Robert S. Allen
Title: **ROBERT S. ALLEN
DIRECTOR**

CERTIFICATE OF ACKNOWLEDGMENT

Commonwealth of Massachusetts)
County of Suffolk) ss.

Personally appeared before me, the undersigned, a Notary Public in and for said county, Michael A. Keave personally known to me, who, being by me first duly sworn, declared that he/she is the President of ADS Properties Corp., that being duly authorized he/she did sign and seal said instrument as such officer of and on behalf of such corporation, and that the same is such corporation's free act and deed.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal this 14th day of August, 1998.


Notary Public

My Commission Expires:

ELIZABETH T. KELSEN
NOTARY PUBLIC
My Commission Expires October 12 2001

Schedule A

Trademarks and Trademark Registrations

Trademark or <u>Service Mark</u>	Registrations United States Patent and Trademark Office	
	<u>Registration No.</u>	<u>Registration Date</u>
BIPOLAR TECHNOLOGY	2,019,688	
BITECHNOLOGY	2,052,852	
MALDEN MILLS GENUINE ARTICLE POLARFLEECE	2,063,455	
POLAR COOL CAP	2,163,244	
POLARFLEECE (Upholstery)	2,043,717	
POLARSTRETCH	2,011,018	
POLARTEC (Upholstery)	2,055,241	
POLARTEC & design	2,056,033	
POLARTEC PRO	2,046,104	

Trademark or <u>Service Mark</u>	Pending Applications United States Patent and Trademark Office	
	<u>Serial No.</u>	<u>Filing Date</u>
None	None	None