

07/22/98

PTO-1594
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U.S. Patent & TMO/c/TM Mail Rpt Dt. #33

08-21-1998

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

No. 0651-0011 (exp. 4/9)



07-29-1998

Tab settings

To the Honorable

100798543

Mail documents or copy thereof.

1. Name of conveying party(ies):

E. Rosen Company

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

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

3. Nature of conveyance:

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

Execution Date: July 22, 1998

2. Name and address of receiving party(ies)

Name: First Union National Bank

Internal Address:

Street Address: Five Research Drive

City: Shelton State: CT ZIP: 06484

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

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)

B. Trademark Registration No.(s)

Registration No. 1825327
(Item No. 1 of attached sheet)

Additional numbers attached? Yes No

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

Name: Joseph M. DiOrio, Esquire

Internal Address: McGovern, Noel & Benik
18th Floor

08/20/1998 INGVEN 00000104 1825327

01 52441 Address: One BankBoston Plaza
02 FC:482 150.00 OP

City: Providence State: RI ZIP: 02903

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41).....\$ 190.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

Not Applicable

(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.

Thomas Donnelly
Name of Person Signing

Signature

7/22/98

Date

8

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

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

TRADEMARK

REEL: 1771 FRAME: 0909

00006348
INGVEN
08/20/1998
CHECK Refund Total: 310.00

CONTINUATION OF ITEM NUMBER 4
OF THE RECORDATION FORM COVER SHEET
FOR "TRADEMARKS ONLY"

1. Hot Little Devils & Design, registration number 1825327, owned by E. Rosen Company and filed on October 22, 1992.
2. Kandy Kart & Design, registration number 665472, owned by E. Rosen Company and filed September 12, 1957.
3. Stripopops, registration number 1620239, owned by E. Rosen Company, filed January 24, 1990.
4. The Twelve Days of Christmas, registration number 1695499, owned by E. Rosen Company, filed March 19, 1991.
5. Zitz, registration number pending, owned by E. Rosen Company filed September 21, 1992.
6. Picture Pops, registration number _____, owned by E. Rosen Company filed _____.
7. Hot Co-Cow, registration number _____, owned by E. Rosen Company, filed _____.

TRADEMARK COLLATERAL ASSIGNMENT

THIS AGREEMENT is made on the 22 day of July, 1998 between E. Rosen Company, a Rhode Island corporation with its principal place of business at 1005 Main Street, Pawtucket, Rhode Island 02860 (the "Assignor"), and First Union National Bank, a national banking association having a place of business at Five Research Drive, Shelton, Connecticut 06484 ("Lender").

BACKGROUND. Pursuant to that certain Commercial Revolving Loan, Term Loan, Line of Credit and Security Agreement dated January 15, 1997 between Assignor and Lender (as amended from time to time, the "Loan Agreement"), Lender has loaned money and extended credit to the Assignor. This Trademark Collateral Assignment is being executed subsequently to the Loan Agreement, under which the Lender was granted a lien on and security interest in general intangibles including "all choses in action, causes of action, business records, inventions, designs, patents, patent applications, trademarks, service marks, trade names, trade secrets, good will, copyrights, know-how, registrations, licenses, franchises, customer lists, tax refund and pension reversion claims, computer programs, all claims under guaranties, security interests or other security held by or granted to the Debtor to secure payment of any of the Accounts by an Account Debtor, all rights of indemnification and all other intangible property of every kind and nature" (collectively, the "Other Assets"), whereby Lender shall have the right to foreclose on the Trademarks and the Other Assets in the event of the occurrence and continuance of an Event of Default under the Loan 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, Assignor hereby agrees with Lender as follows:

1. To secure the complete and timely satisfaction of all Obligations (as defined in the Loan Agreement), Assignor hereby grants, assigns and conveys to Lender the entire right, title and interest in and to all now existing or hereafter arising trademarks and trademark applications including but not limited to the trademark applications and trademarks listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds thereof (such as, by way of example, license royalties and 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 symbolized by and associated with said Trademarks and the registrations thereof.

2. 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.

3. Unless and until there shall have occurred an Event of Default (as defined in the Loan Agreement) which has not been cured by Assignor nor waived in writing by Lender, 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.

4. If any Event of Default shall have occurred and be continuing, Assignor's license

under the Trademarks, as set forth in paragraph 7, shall terminate forthwith, and the 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, the Lender may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Assignor and without advertisement, sell at public or private sale or otherwise realize upon, in the State of Rhode Island, 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 reasonable expenses (including all reasonable expenses for broker's fees and legal services), shall apply the residue of such proceeds toward the 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 ten (10) days before the time of any intended public or private sale or other disposition of the Trademarks is to be made. At any such sale or other disposition, any holder of any of the Notes (as defined in the Loan 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.

5. 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.

6. 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 Loan Agreement or any related documents 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.

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

8. 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.

9. This Agreement is subject to modification only by a writing signed by the parties.

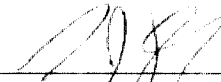
10. The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

11. 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 Rhode Island.

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

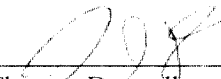
ASSIGNORS:

E. ROSEN COMPANY

By: 
Thomas Donnelly
Vice President of
First Union National Bank,
Duly authorized
Attorney-in-Fact


LENDER:

FIRST UNION NATIONAL BANK

By: 
Thomas Donnelly
Vice President of
First Union National Bank,

STATE OF RHODE ISLAND
COUNTY OF Providence

In Providence in said County on the 13th day of July, 1998, before me personally appeared Thomas Donnelly, attorney-in-fact for E. Rosen Company, the principal, to me known and known by me to be the party executing the foregoing instrument, and he/she acknowledged said instrument, by him/~~her~~ executed to be his/~~her~~ free act and deed and the free act and deed of said principal.


Notary

My commission expires:

10/30/01

SCHEDULE A

1. Hot Little Devils & Design, registration number 1825327, owned by E. Rosen Company and filed on October 22, 1992.
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