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To the Honorable Commissioner of

100810988

attached original documents or copy thereof.

1. Name of conveying party(ies):

P.R. International, Inc.

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

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

3. Nature of conveyance:

MRD 8-28-98

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

Execution Date: 6/3/98

2. Name and address of receiving party(ies)

Name: Interequity Capital Partners, L.P.

Internal Address:

Street Address: 220 Fifth Avenue

City: New York State: NY ZIP: 10001

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

B. Trademark Registration No.(s)

2,153,162

Additional numbers attached?  Yes  No

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

Name: Monte Engler, Esq.

Internal Address: Phillips Nizer Benjamin

Krim & Ballon LLP

Street Address: 666 Fifth Avenue

City: New York State: NY ZIP: 10103

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.

John F. Wilk

Name of Person Signing

Signature

8/27/98

Date

Total number of pages including cover sheet, attachments, and documents 4

**NOTICE OF SECURITY INTEREST IN TRADEMARKS**

WHEREAS, P.R. INTERNATIONAL, INC., a corporation formed under the laws of the State of New York ("Guarantor") located at 84 Wooster Street, New York, New York 10012, has adopted, used and is using the mark shown in the attached Schedule A (the "Mark"), for which there are registrations, applications or notices of intent to use in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Guarantor may become obligated to Interequity Capital Partners, L.P. ("Lender") pursuant to (i) a Guaranty dated the date hereof, wherein Guarantor has guaranteed to Lender the repayment of certain amounts loaned by Lender to Patrick Robinson, Inc. pursuant to a Loan Agreement dated the date hereof and (ii) a Security Agreement dated the date hereof between Guarantor and Lender (as such agreements may be amended, modified, restated or supplemented from time to time, the "Agreements"); and

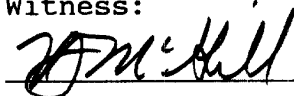
WHEREAS, pursuant to the Agreements, Guarantor is granting to Lender, a security interest in the Mark, the goodwill of the business symbolized by the Mark, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Guarantor does hereby grant to Lender a security interest in and to the Mark, together with the goodwill of the business symbolized by the Mark, and registrations and applications therefor, which security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.


Guarantor expressly acknowledges and affirms that the rights and remedies of Lender with respect to the security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
June 3, 1998

Witness:

  
\_\_\_\_\_

P.R. INTERNATIONAL, INC.

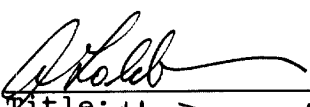
By:   
\_\_\_\_\_

Title: President

INTEREQUITY CAPITAL PARTNERS, L.P.

Witness:

  
\_\_\_\_\_

By:   
\_\_\_\_\_

Title: Mg. Director

Doc #: 411856.1

**SCHEDULE A**

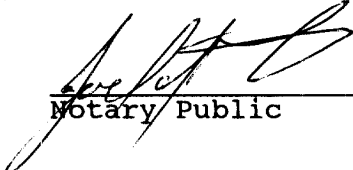
Schedule A to a Notice of Security Interest in Trademarks dated June 3, 1998, by and between P.R. International, Inc. and Interequity Capital Partners, L.P.

Trademark  
Patrick Robinson

Registration No.  
2,153,162

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

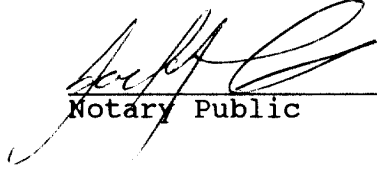
On this 3rd day of June, 1998, before me personally came Patrick Robinson, to me known, who, being by me duly sworn, did depose and say that he is the President of P.R. International, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

  
\_\_\_\_\_  
Notary Public

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

JOEL J. BOHNSCHWET  
Notary Public - State of New York  
No. 00000000000000000000  
Qualified in Westchester County  
Commission Expires December 31, 1999

On this 3rd day of June, 1998, before me personally came Abraham Goldstein, to me known, who, being by me duly sworn, did depose and say that he is Managing Director of Interequity Capital Partners, L.P., the limited partnership described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

  
\_\_\_\_\_  
Notary Public

JOEL J. BOHNSCHWET  
Notary Public - State of New York  
No. 00000000000000000000  
Qualified in Westchester County  
Commission Expires December 31, 1999