

MRO

REC

09-17-1998

HEET

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

481-40 482-350

Tab settings 000 9.17.98



100830807

To the Honorable Commissioner of Patents and Trademarks. Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mackintosh of New England, Co. 1373 Broad Street, 3rd Floor Clifton, New Jersey 07013

MRO 9-17-98

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

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

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Agent

Internal Address:

Street Address: 111 West 40th Street

City: New York State: NY ZIP: 10018

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

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name

400 Other Correction: Security Interest previously recorded at reel/frame: 174170207 Execution Date: as of March 25, 1998

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

A. Trademark Application No.(s)

See attached Schedule A

B. Trademark Registration No.(s)

See attached Schedule A

Additional numbers attached? Yes No

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

Name: Zalkin, Rodin & Goodman LLP

Internal Address: Peter Montoni

Street Address: 750 Third Avenue

City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 15

7. Total fee (37 CFR 3.41) \$ 390.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

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

09/17/1998 06NITH 00000000 1562204

DO NOT USE THIS SPACE

01 FC:481 40.00 OP 02 FC:482 350.00 OP

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.

PETER MONTONI

Name of Person Signing

Signature

September 16, 1998

Date

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 1788 FRAME: 0601

**SCHEDULE A TO RECORDATION FORM**

<b>Mark</b>	<b>Registration Date</b>	<b>Registration No./ Application No.</b>
Andy Johns	10/24/89	1,562,284
Andy Johns	3/8/77	1,060,825
Kaos	6/15/82	1,197,990
Kaos	5/14/86	1,419,300
Kaotic	1/13/98	2,128,671
The Kids Andy Johns (Stylized)	3/11/97	2,045,161
All Outdoors	9/13/77	1,073,221
Vestcoat & Design	7/14/87	1,447,591
Chas. Mackintosh & Co. Ltd. & Design	5/26/42	395,402
The Kids Andy Johns (Stylized)	4/4/95	74/656,057
AJ Sport	5/22/97	75/296,362
Judy Simon	12/18/97	75/408,011
Mackintosh New England	10/16/92	74/322,876
Mackintosh New England	10/16/92	74/322,866
Mackintoshsport	1/29/97	75/232,744

ASSIGNMENT FOR SECURITY  
(TRADEMARKS)

WHEREAS, MACKINTOSH OF NEW ENGLAND, CO., a Delaware corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule A, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated under the continued extension of credit to the Borrowers pursuant to the Second Amended and Restated Credit Agreement and Guaranty dated as of March 24, 1997 (as amended, supplemented or restated from time to time) among it and the Lenders signatory thereto and THE CHASE MANHATTAN BANK, as Agent for the Lenders signatory thereto (herein referred to as "Assignee"), and has entered into a Security Agreement and Mortgage-Trademarks (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations hereof, 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 Agreement;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 111 W 40<sup>th</sup> Street - 10<sup>th</sup> Floor, New York, NY 10018.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 25<sup>th</sup> day of March, 1998.

MACKINTOSH OF NEW ENGLAND, CO.

By: 

Name: \_\_\_\_\_

Title: President

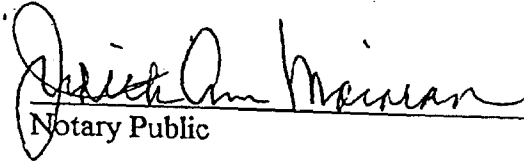
SCHEDULE A TO ASSIGNMENT FOR SECURITY TRADEMARKS

MACKINTOSH OF NEW ENGLAND, CO.

<u>Mark</u>	<u>Registration Date</u>	<u>Registration No.</u>
Andy Johns	10/24/89	1,562,284
Andy Johns	3/8/77	1,060,825
Kaos	6/15/82	1,197,990
Kaos	5/14/86	1,419,300
Kaotic	1/13/98	2,128,671
The Kids Andy Johns (Stylized)	3/11/97	2,045,161
All Outdoors	9/13/77	1,073,221
Vestcoat & Design	7/14/87	1,447,591
Chas. Mackintosh & Co. Ltd. & Design	5/26/42	395,402
The Kids Andy Johns (Stylized)	4/4/95	74/656,057
AJ Sport	5/22/97	75/296,362
Judy Simon	12/18/97	75/408,011
Mackintosh New England	10/16/92	74/322,876
Mackintosh New England	10/16/92	74/322,866
Mackintoshsport	1/29/97	75/232,744

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


On this 28 day of May, 1998, before me personally came Peter Vandenberg, Jr., to me known, who stated that he is the President of **MACKINTOSH OF NEW ENGLAND, CO.**, 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

JUDITH ANN MAJORAN  
Notary Public of New Jersey  
My Commission Expires Oct. 11, 2001

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

On this 28 day of May 1998 before me personally appeared Peter Vandenberg, to me known who being by me duly sworn, did depose and say that he resides at \_\_\_\_\_ and that he is President of **MACKINTOSH OF NEW ENGLAND, CO.**, the Delaware corporation described in and which executed the foregoing instrument; and that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was affixed to said instrument is such corporate seal; that it was affixed pursuant to authority of the Board of Directors of said corporation, and that he signed his name thereto pursuant to such authority.

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

JUDITH ANN MAIORAN  
Notary Public of New Jersey  
My Commission Expires Oct. 11, 2001

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, THAT MACKINTOSH OF NEW ENGLAND, CO., a Delaware Corporation with its principal office at 1373 Broad Street, 3rd Floor, Clifton, New Jersey 07013 (hereinafter called "Assignor") hereby appoints and constitutes THE CHASE MANHATTAN BANK, (hereinafter called "Assignee"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor:

1. For the purpose of assigning, selling, licensing or otherwise disposing of all right, title and interest of Assignor in and to any trademarks, trade names, trade styles and service marks, and all registrations, recordings, reissues, extensions and renewals 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, to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and

2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Assignee may in its sole discretion determine.

This power of attorney is made pursuant to a Security Agreement and Mortgage-Trademarks, dated the date hereof, between Assignor and Assignee and takes effect solely for the purposes of paragraphs 3(d) and (e) thereof and is subject to the conditions thereof and may not be revoked until the payment in full of all "Obligations" as defined in such Security Agreement and Mortgage-Trademarks.

Dated: May 28, 1998

[Corporate Seal]

MACKINTOSH OF NEW ENGLAND, CO.

By: *Eric Vandenberg*

Name: \_\_\_\_\_

Title: *President*