

*Corrective
9-25-98*

09-28-1998



100839730

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

PR Acquisition LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other limited liability company (NJ)
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
 - Security Agreement
 - Other correction - to correct a serial number on an instrument recorded at Reel 1591 Frame 0683.
 - Merger
 - Change of Name
- Execution Date: 5/16/97

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

The serial number 1,041,746 is to be corrected to
A. Trademark Application No(s) 1,061,746.

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

Name: FINOVA Capital Corporation

Internal Address: _____

Street Address: Suite 2400
355 South Grand Avenue

City Los Angeles State CA ZIP 90071

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designation must be a separate document from Assignments)

Additional name(s) & address(es) attached? Yes No

B. Trademark registration No.(s) 1,061,746

Additional numbers attached? Yes No

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

Name: Diane S. White

Internal Address: _____

King & Spalding

Street Address: 191 Peachtree Street

City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41): \$ 40

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.

Diane S. White

Name of Person Signing

Signature

9/21/98

Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

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

09/25/1998
01 FC:481

DANGUYEN 00000287 1061746

40.00 DP

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT

THIS COLLATERAL ASSIGNMENT AND TRADEMARK SECURITY AGREEMENT (this "Agreement"), made as of the 16th day of May, 1997, by PR ACQUISITION LLC, a New Jersey limited liability company ("Grantor"), in favor of FINOVA CAPITAL CORPORATION ("Lender");

WITNESSETH THAT:

WHEREAS, Grantor owns and uses certain trademarks which are registered in the United States Patent and Trademark Office and other trademarks for which applications to register are pending in the United States Patent and Trademark Office, all as more fully described on Exhibit "A" attached hereto and by reference made part hereof (hereinafter, together with all rights, benefits and privileges derived therefrom, the goodwill of the business symbolized thereby, all registrations thereof, all reissues, divisions, continuations, renewals and extensions thereof, and all proceeds of the foregoing, called the "Trademark Rights"); and

WHEREAS, Lender proposes to make certain loans and advances to Grantor on the date hereof and hereafter, all pursuant to that certain Loan and Security Agreement, dated as of even date herewith between Grantor and Lender (hereinafter, together with any amendments, modifications or supplements thereto, called the "Loan Agreement"; capitalized terms used herein and not defined herein shall have the meanings ascribed to them in the Loan Agreement); and

WHEREAS, as a condition precedent to the extension of such financial accommodations to Grantor pursuant to the Loan Agreement, Lender has required that Grantor grant to Lender a security interest in and collateral assignment of the Trademark Rights;

NOW, THEREFORE, in order to induce Lender to consummate the financial accommodations to Grantor provided for in the Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor hereby grants to Lender a security interest in, and makes to Lender a collateral assignment of, the entire right, title, and interest of Grantor in and to the Trademark Rights. The Trademark Rights shall serve as collateral security to Lender for the payment of all Obligations of Grantor to Lender, shall constitute a part of the Collateral and shall be subject to all of the terms and conditions of the Loan Agreement.

Notwithstanding the foregoing, unless and until Lender exercises the rights and remedies accorded to it under the Loan Agreement, and by law with respect to the realization upon its security interest in and collateral assignment of the Trademark Rights, Grantor shall own, and may

use and enjoy the Trademark Rights in connection with its business operations, but only in a manner consistent with the preservation of their current substance, validity, registration and the security interest herein granted.

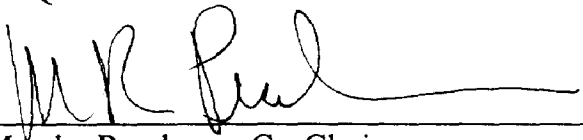
Grantor further agrees (a) that Lender shall not have any obligation or responsibility to protect or defend the Trademark Rights and Grantor shall at its own expense protect, defend and maintain the same to the extent advisable for its business, (b) that it shall forthwith advise Lender in writing of infringements of the Trademark Rights detected by it and (c) that if Grantor fails to comply with the requirements of the preceding clause (a), Lender may do so in Grantor's name or in Lender's name but at Grantor's expense, and Grantor hereby agrees to reimburse Lender for all expenses, including attorneys' fees, incurred by Lender in protecting, defending and maintaining the Trademark Rights owned by Grantor.

The security interest in and collateral assignment of the Trademark Rights granted hereunder shall remain in full force and effect until the termination of the Loan Agreement and the payment and satisfaction in full of the Obligations. At such time Lender shall, if requested by Grantor, execute and deliver to Grantor, or to a third party upon Grantor's instructions, for filing with the United States Patent and Trademark Office and in each office in which any financing statement relative to the security interest granted hereby may have been filed, (i) documentation in accordance with the rules and regulations of said office, (ii) termination statements under the Uniform Commercial Code and (iii) any other documentation reasonably requested by Grantor, all as may be necessary to release Lender's interest in the Trademark Rights, all at the cost and expense of Grantor.

This Agreement shall inure to the benefit of Lender and its successors and assigns and bind Grantor and its successors and assigns.

IN WITNESS WHEREOF, Grantor has caused this Agreement to be executed by its officers thereunto duly authorized as of the date first above written.

PR ACQUISITION LLC

By: 
Marsha Perelman, Co-Chairman

On this 16th day of May, 1997, before me appeared Marsha Perelman, the person who signed the within and foregoing Collateral Assignment and Trademark Security Agreement in her capacity as Co-Chairman of PR Acquisition LLC, a New Jersey limited liability company, who acknowledged that she signed same as her free act for and on behalf of the identified corporation with authority to do so.

Mary E. Mingleough

Notary Public

Commission Expiration Date:

NOTARIAL SEAL
MARY E. MINGLEDROUGH, Notary Public
City of Philadelphia, Phila. County
My Commission Expires May 8, 2000

[NOTARIAL SEAL]

Exhibit A

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Expiration Date</u>
Miniwaves	1,362,071	9/24/05
Sweece	1,459,328	9/29/07
Tall Tee's by Knitwaves	1,933,206	11/7/05
Almonds (Stylized)	1,269,342	3/6/04
Childs Play	808,560	5/17/06
Camden Passage	1,082,706	1/17/98
Flaps Up	1,944,468	12/26/05
Justin Charles	825,345	3/7/07
Knitwaves	1,072,282	8/30/97
Knitwaves	1,258,637	11/22/03
Knitwaves (Stylized)	1,041,746	3/22/07
Miniwaves	1,745,867	1/12/03

Exhibit A

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Expiration Date</u>
Miniwaves	1,362,071	9/24/05
Sweece	1,459,328	9/29/07
Tall Tee's by Knitwaves	1,933,206	11/7/05
Almonds (Stylized)	1,269,342	3/6/04
Childs Play	808,560	5/17/06
Camden Passage	1,082,706	1/17/98
Flaps Up	1,944,468	12/26/05
Justin Charles	825,345	3/7/07
Knitwaves	1,072,282	8/30/97
Knitwaves	1,258,637	11/22/03
Knitwaves (Stylized)	1,061,746	3/22/07
Miniwaves	1,745,867	1/12/03

1

06-11-1997



100434507

CORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

481-4000 482-2750 1362071

Trademarks. Please record the attached original documents or copy thereof.

M/D 05-30-97

1. Name of conveying party(ies):
PR Acquisition LLC

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other limited liability company

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

2. Name and address of receiving party(ies):
Name: FINOVA Capital Corporation
Internal Address: Suite 2400
Street Address: 355 South Grand Avenue
City Los Angeles State CA ZIP 90071

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designation 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
 Other _____

Execution Date: May 16, 1997

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark registration No.(s) 1,362,071

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Diane S. White
Internal Address: _____
King & Spalding
Street Address: 191 Peachtree Street
City: Atlanta State: GA ZIP 30303

6. Total number of applications and registrations involved: 12

7. Total fee (37 CFR 3.41):.....\$ 315
 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.
Diane S. White *Diane White* 5/26/97
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: 2

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

06/10/1997
01 FC:481
02 FC:482

TTOM11 00000008 1362071
Mail documents to be recorded with required cover sheet information to:

275.00 OP

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

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project, (0651-0011), Washington, D.C. 20503

TRADEMARK
REEL: 1791 FRAME: 0371

Exhibit A

<u>Trademark</u>	<u>Registration or Application Number</u>	<u>Expiration Date</u>
Miniwaves	1,362,071	9/24/05
Sweece	1,459,328	9/29/07
Tall Tee's by Knitwaves	1,933,206	11/7/05
Almonds (Stylized)	1,269,342	3/6/04
Childs Play	808,560	5/17/06
Camden Passage	1,082,706	1/17/98
Flaps Up	1,944,468	12/26/05
Justin Charles	825,345	3/7/07
Knitwaves	1,072,282	8/30/97
Knitwaves	1,258,637	11/22/03
Knitwaves (Stylized)	1,041,746	3/22/07
Miniwaves	1,745,867	1/12/03