

RECC

10-07-1998



Tab settings MRD 10.2.91

100850714

To the Honorable Commissioner of Patents and Trademarks Attached original documents or copy thereof.

1. Name of conveying party(ies): M&L International, Inc. 1333 North Kingsbury Street Chicago, IL 60622
Individual(s) Association
General Partnership Limited Partnership
Corporation-State (Illinois)
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
Other Assignment for Security-granting a security interest
Execution Date: September 18, 1998

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,045,161
Additional numbers attached? Yes No

ASSIGNMENT 90 OCT - 2 1998 RECEIVED

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Zalkin, Rodin & Goodman LLP
Internal Address: Peter Montoni, Jr.
Street Address: 750 Third Avenue
City: New York State: NY ZIP: 10017

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)

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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, Jr. Signature Date October 1, 1998
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 4

AMENDMENT AND SUPPLEMENT
TO
ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, M&L INTERNATIONAL, INC., an Illinois corporation having an office at 1333 North Kingsbury Street, Chicago, Illinois 60622 (herein referred to as "Assignor"), is obligated under the Second Amended and Restated Credit Agreement and Guaranty dated March 24, 1997, among it and the banks signatory thereto (the "Banks") and **THE CHASE MANHATTAN BANK**, as Agent for the Banks (herein referred to as "Assignee"), and entered into a Security Agreement and Mortgage-Trademarks, dated as of March 16, 1995 (the "Security Agreement"), in favor of Assignee;

WHEREAS, pursuant to the Security Agreement, the Assignor entered into an Assignment for Security, dated as of March 16, 1995 (the "Assignment for Security"), pursuant to which the Assignor assigned to the Assignee and granted to the Assignee a security interest in, and mortgage on, all right, title and interest of the 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 Security Agreement;

WHEREAS, pursuant to an Assignment, dated June 25, 1998, between Mackintosh of New England Co. ("Mackintosh") and the Assignor, Mackintosh sold, assigned and transferred a certain Trademark to the Assignor;

WHEREAS, the Assignor agrees to amend and supplement certain provisions of the Assignment for Security; and

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor agrees as follows:

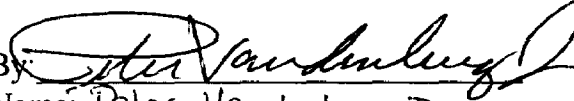
SECTION 1. AMENDMENT TO INITIAL WHEREAS CLAUSE. The initial WHEREAS clause of the Assignment for Security is hereby amended by deleting the address "1373 Broad Street, 3rd Floor, Clifton, New Jersey 07013" of the Assignor and inserting in lieu thereof the address "1333 North Kingsbury Street, Chicago, Illinois 60622."

SECTION 2. SUPPLEMENT TO SCHEDULE A. Schedule A to the Assignment for Security is hereby supplemented by adding the following trademark:

<u>Trademark</u>	<u>Registration Date</u>	<u>Registration No.</u>
The Kids Andy Johns (Stylized)	3/11/97	2,045,161

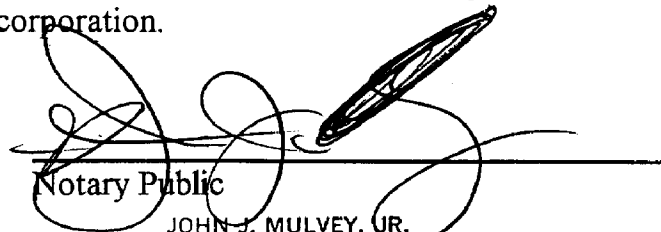
IN WITNESS WHEREOF, Assignor has caused this Amendment and Supplement to Assignment for Security to be duly executed by its officers thereunto duly authorized as of the 18th day of September, 1998.

M&L INTERNATIONAL, INC.

By: 
Name: Peter Vandenberg Jr.
Title: Vice President

STATE OF NEW YORK)
) ss.:
COUNT Y OF NEW YORK)

On this 23rd day of September, 1998, before me personally came Peter Vandenberg, Jr., to me known, who stated that he is the Vice President of M&L 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
JOHN J. MULVEY, JR.
NOTARY PUBLIC, State of New York
No. 4504839
Qualified in Nassau County
Commission Expires March 30, 1999

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