

10-20-1998

FORM PTO-50
1-31-92U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

Tab settings => => =>

100853205

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

1. Name of conveying party(ies):

TRADE AM INTERNATIONAL, INC.
6580 Jimmy Carter Boulevard
Norcross, GA 30071

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State: Texas
☐ Other _____

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

3. Nature of conveyance:

- ☐ Assignment ☐ Merger
☒ Security Agreement ☐ Change of Name
☐ Other _____

Execution Date: September 29, 1998

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

Name: BNY FINANCIAL CORPORATION, as Factor and as Agent

Internal Address: _____

Street Address: 1290 Avenue of the Americas

City: New York State: New York ZIP: 10104

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☒ Corporation-State New York
☐ 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 registration 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: Federal Research Corp.

Internal Address: _____

Street Address: 400 Seventh St NW

Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: _____

7

7. Total fee (37 CFR 3.41): \$ 190⁰⁰

- ☐ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number: _____

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

10/19/1998 JSHADAZZ 00000054 1991444

DO NOT USE THIS SPACE

01 FC:481

40.00 OP

02 FC:482

130.00 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

Daphne E. Schmitt

Name of Person Signing

Daphne E. Schmitt

Signature

October 12, 1998

Date

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

4

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

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated September 29, 1998, by and between TRADE AM INTERNATIONAL, INC. and BNY FINANCIAL CORPORATION, as Factor and as Agent.

<u>REGISTRATION OR APPLICATION NO.</u>	<u>MARK</u>
1,991,444	BCB Handcrafted USA
1,945,881	TAM
1,941,330	Trade Am
2,017,317	Whitney
2,025,183	Whitney Rugs & Carpet
2,142,737	The Anytime Anywhere Blanket
75/121331	ECO-WISE

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Trade Am International, Inc., a corporation formed under the laws of the State of Texas ("Borrower"), having a principal place of business at 6580 Jimmy Carter Boulevard, Norcross, Georgia 30071, has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to BNY, Agent and Lenders as applicable, (each term as hereinafter defined), pursuant to (i) a certain Revolving Credit, Term Loan and Security Agreement, dated as of the date hereof, among Borrower, BNY Financial Corporation ("BNY"), the various financial institutions named therein or which hereafter become a party thereto (BNY and such other financial institutions, collectively, "Lenders") and BNY as agent for Lenders (in such capacity "Agent"), (ii) a certain Factoring Agreement between Borrower and BNY ("Factor") dated as of the date hereof and (iii) a certain Trademark Collateral Security Agreement, dated the date hereof made by Borrower in favor of Factor and Agent for its benefit and for the ratable benefit of Lenders (as each may be amended, supplemented, restated or otherwise modified from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Factor and Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

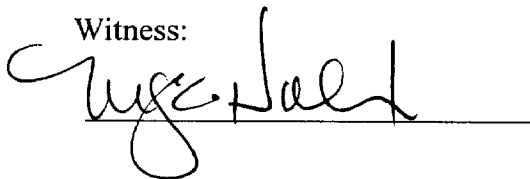
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Factor and Agent for itself and for the ratable benefit of Lenders and grant to Factor and Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Factor Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: September 29, 1998

TRADE AM INTERNATIONAL, INC.

Witness:

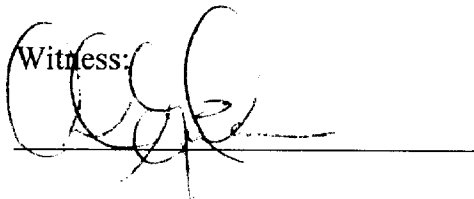


By:

Ashutosh Ladha
Name: Ashutosh Ladha
Title: President

BNY FINANCIAL CORPORATION,
As Factor and as Agent

Witness:



By:

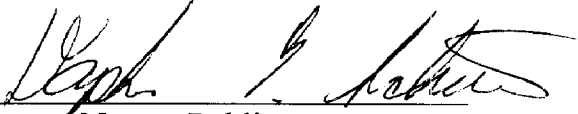
Frank Imperato
Name: Frank Imperato
Title: Vice President

STATE OF NEW YORK)

: SS.:

COUNTY OF NEW YORK)

On this 28th day of September, 1998, before me personally came Ashutosh Ladha, to me known, who, being by me duly sworn, did depose and say that he is the President of Trade Am 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.

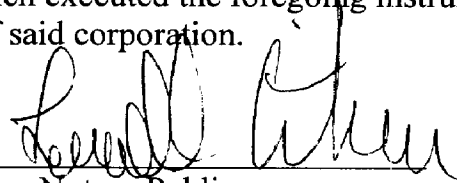

Notary Public

STATE OF NEW YORK)

: SS.:

COUNTY OF NEW YORK)

On this 28th day of September, 1998, before me personally came Frank Imperato, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of BNY Financial Corporation, the corporation described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said corporation.


Notary Public

LOWELL A. CITRON
Notary Public, State of New York
No. 02C15050429
Qualified in New York County
Commission Expires Oct. 10, 1999