



100859271

MRO 10-3-98
Tab Settings

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

1. Name of conveying party(ies):

ARCH MICHIGAN, INC.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other GRANT OF SECURITY INTEREST (TRADEMARKS)
- Merger
- Change of Name

Execution Date: June 29, 1998

2. Name and address of receiving party(ies)

Name: THE BANK OF NEW YORK

Internal Address:

Street Address: One Wall Street

City: New York State: NY ZIP: 10286

- 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,651,718

Additional numbers attached? Yes No

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

Name: EMMET, MARVIN & MARTIN, LLP

Internal Address: MS. PATRICIA M. JOHNSON
LEGAL ASSISTANT

Street Address: 120 BROADWAY

City: NEW YORK State: NY ZIP: 10271

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.

LORI POTTS

Name of Person Signing

Lori Potts

Signature

10/5/98

Date

Total number of pages including cover sheet, attachments, and document: 5

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GRANT OF SECURITY INTEREST (TRADEMARKS)

ARCH MICHIGAN, INC., a Delaware corporation (the "Grantor"), is obligated to THE BANK OF NEW YORK, as Collateral Agent (the "Collateral Agent"), and has entered into the Restricted Subsidiary Security Agreement (Bank), dated as of June 29, 1998, between the Grantor and The Bank of New York, as Collateral Agent (the "Bank Security Agreement").

The Grantor has also entered into the Restricted Subsidiary Security Agreement (9 $\frac{1}{2}$ % Indenture), dated as of June 29, 1998, in favor of United States Trust Company of New York, as trustee under the Indenture (as defined therein), and the Restricted Subsidiary Security Agreement (14% Indenture), dated as of June 29, 1998, in favor of United States Trust Company of New York, as trustee under the Indenture (as defined therein).

The Bank Security Agreement, the Restricted Subsidiary Security Agreement (9-1/2% Indenture) and the Restricted Subsidiary Security Agreement (14% Indenture), from time to time amended, supplemented or otherwise modified, are hereinafter referred to collectively as the "Security Agreements", and such Collateral Agent and such Trustees are hereinafter referred to collectively as the "Secured Parties".

Pursuant to the Security Agreements, the Grantor granted to the Collateral Agent and, if either or both of such Indentures is in effect, the Trustee or Trustees thereof, a pari passu security interest in all of the right, title and interest of the Grantor in and to the trademarks listed on Schedule 1 attached hereto, which trademarks are registered in the United States Patent and Trademark Office (the "Trademarks"), together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the prompt payment, performance and observance of the Obligations (as defined in each of the Security Agreements).

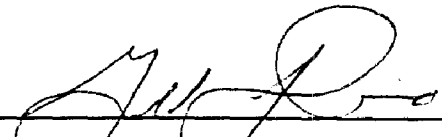
For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid, the Grantor does hereby further assign to the Secured Parties, and grant to the Secured Parties a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Parties with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreements, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Collateral Agent's address is One Wall Street, New York, New York 10286. Each Trustee's address is 114 West 47th Street, New York, New York 10036.

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its duly authorized officer as of the 29th day of June, 1998.

ARCH MICHIGAN, INC.

By: 
Name: _____
Title: _____

COMMONWEALTH OF MASSACHUSETTS

COUNTY OF SUFFOLK

)
) ss.:
)

Gerald J.

On this 29th day of June, 1998 before me personally came *Cimmino*, to me known, who, being by me duly sworn, did depose and say that he resides at *Crystal Drive Franklin, Massachusetts*; that he is a *Treasurer* of ARCH MICHIGAN, INC., the corporation described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.

Linda M. Dick

Notary Public
[Notary's Stamp]

LINDA M. DICK, Notary Public
My Commission Expires August 28, 2003

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of June 29, 1998

Page Michigan (Reg. No. 1,651,718)