



Tab settings

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

1. Name of conveying party(ies):

HARKEN, LTD.

10-26-98

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: Oct. 6, 1997

2. Name and address of receiving party(ies)

Name: W. ARON ACCESSORIES, INC.

Internal Address:

Street Address: 350 Fifth Ave.

City: New York State: NY ZIP: 10118

- 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

(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)

Serial No. 73-652, 766

B. Trademark Registration No.(s)

1,485,218

Additional numbers attached? Yes No

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

Name: Robert L. Sacks

Internal Address: Steinbrecher & Ross

Street Address: 125 Park Ave. - 16th Floor

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^E

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

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

10/29/1998 SBURNS 00000047 1485218

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40.00 DP

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.

William Aron, Pres.
Name of Person Signing

William Aron
Signature

Oct. 1 1998
Date

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

TRADEMARK AND TRADENAME ASSIGNMENT

This TRADEMARK AND TRADENAME ASSIGNMENT is between LaSalle Business Credit, Inc., (the "Lender"), and W. A. Acquisitions, Inc. (the "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings assigned to such terms in the Foreclosure Agreement dated as of October 6, 1997 (the "Foreclosure Agreement") between the Lender and the Assignee.

WHEREAS, the Lender, as secured party pursuant to the Loan Agreement and the Lender Loan Documents, has been granted a security interest in certain trademarks and tradenames registered in the United States Patent and Trademark Office, which the Borrower has adopted, used, and is using and which the Borrower owns;

WHEREAS, the Lender, as secured party pursuant to the Loan Agreement and the Lender Loan Documents, has also been granted a security interest in certain common law trademarks and tradenames which the Borrower has adopted, used, is using and which the Borrower owns;

WHEREAS, the Lender, for good and valuable consideration, and pursuant to Section 9-504 of the Uniform Commercial Code and the Foreclosure Agreement, desires to sell, assign and transfer to the Assignee all of the Borrower's right, title and interest in and to the trademarks and tradenames, including, but not limited to, rights to existing choices in action and the right to past damages associated therewith, together with the good will of the business symbolized by the trademarks and tradenames and registration thereof; and

WHEREAS, the Assignee is desirous of acquiring the trademarks and tradenames.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, the Lender hereby sells, assigns and transfers to the Assignee, and its successors, assigns and legal representatives, and the Assignee does hereby accept, all of the Borrower's right, title (which title is good, marketable and unencumbered) and interest in and to the following trademarks and/or tradenames, including, but not limited to, rights to existing choices in action and the right to past damages associated therewith, together with the goodwill of the business symbolized by the trademarks and/or tradenames, and registrations of either (collectively, the "Trademarks"), as more fully set forth in that certain Foreclosure Agreement dated October 6, 1997:

- 1) Harken Ltd. (Reg. No. 1,485,218) and all good will associated therewith.
- 2) Earthly Goods (Reg. No. Pending - Serial No. 75-269,724) and all good will associated therewith.
- 3) Environmental Accessory Exchange (Reg. No.) and all good will associated therewith.

("Trademark and Tradename Assignment") continued

- 4) Keswick (Reg. No. _____) and all good will associated therewith.
- 5) Leadbury Ltd. (Reg. No. _____) and all good will associated therewith.
- 6) Harken (Reg. Nos. ^{R1435719, R1578370, R964047, R1896109} / _____) and all good will associated therewith.

Lender or Borrower will at Buyer's expense from time to time at Buyer's reasonable request execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance assignment, and transfer to the Buyer and otherwise in carrying out of the intent and purposes of this secured party Trademark and Tradename Assignment and of the Foreclosure Agreement.

EXCEPT AS SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT: THE LENDER MAKES NO REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE TRADEMARKS OR THE QUANTITY THEREOF; THE BORROWER'S BUSINESS OR PROSPECTS; THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF AN IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE UCC), FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VALUE OF THE TRADEMARKS; AND THE TRADEMARKS ARE SOLD AND ASSIGNED TO THE EXTENT THEY ARE SUBJECT ASSETS WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT. THIS TRADEMARK ASSIGNMENT IS SUBJECT TO, AND QUALIFIED IN ITS ENTIRETY BY, THE EXACT TERMS OF THE FORECLOSURE AGREEMENT.

It is the Lender's intent, under Section 9-504 of the UCC and other applicable law, to transfer all of the Company's right, title and interest in and to the Trademarks to the Assignee for value. The Lender hereby reaffirms the representations and warranties set forth in Section 10 of that certain Foreclosure Agreement and agrees to indemnify the Assignee for any breach of that representation and warranty subject to the limitation on the Lender's liability set forth in Section 11 of the Foreclosure Agreement.

("Trademark and Tradename Assignment") continued

Signed this 6th day of October, 1997

LASALLE BUSINESS CREDIT, INC.

By: *William B. [Signature]*

Its: *President*

HARKEN, LTD.

By: _____

Its: _____

(“Trademark and Tradename Assignment”) continued


Signed this 6th day of October, 1997

LASALLE BUSINESS CREDIT, INC.

By: _____

Its: _____

HARKEN LTD.

By: 

Its: CEO

State of Illinois §
§
County of Cook §

On this 6TH day of OCTOBER, 1997, personally appeared MICHAEL D. SHARKEY, and known to me to be a PRESIDENT of LASALLE BUSINESS CREDIT, INC. the Lender above named, and acknowledged that he executed the foregoing Trademark and Tradename Assignment on behalf of said Lender and pursuant to authority duly received.



Romanita Harris
Notary Public