

12-22-1998

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U.S. Department of Commerce
Patent and Trademark Office



100927541

To the Honorable Commissioner of Patent

Attached original documents or copy thereof.

Address of receiving party(ies):

1. Name of conveying party(ies):
Focal Point Products, Inc.
P.O. Box 93327
Atlanta, GA 30377

Name: LEG Partners SBIC, L.P.

Street Address: 230 Park Avenue

City: New York State: NY ZIP: 10169

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

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

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

3. Nature of conveyance: MRID 11-20-98

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

Execution Date: November 16, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/418,873
75/494,701
75/441,220

B. Trademark registration No.(s)
1,212,456 1,525,696 1,784,145 1,429,246
1,696,101 1,695,139 1,293,611 1,602,313
1,429,715 1,299,527



Additional numbers attached? Yes No

11-24-1998

U.S. Patent & TMO/OTM Mail Rcpt 01 #11

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

Name: Arnold M. Zaff
Internal Address: Foley Hoag & Eliot LLP

Street Address: One Post Office Square

City: Boston State: MA ZIP: 02109

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41): \$340.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
06-1446
(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.

Arnold M. Zaff, Esq.
Name of Person Signing

Signature

November 20, 1998
Date

Total number of pages comprising cover sheet: 1

AGREEMENT
(Trademark)

THIS AGREEMENT (TRADEMARK) (this "Agreement"), dated as of November 16, 1998, is made between Focal Point Products, Inc., a Delaware corporation (the "Debtor"), and LEG Partners SBIC, L.P., a Delaware limited partnership (the "Secured Party");

W I T N E S S E T H:

WHEREAS, the Debtor has executed and delivered a Security Agreement dated as of September 23, 1998, as amended by First Amendment dated as of October 5, 1998 and Second Amendment dated as of the date hereof (together with all further amendments, supplements, restatements and other modifications, if any, from time to time thereafter made thereto, the "Security Agreement") granting to the Secured Party a security interest in all its assets to secure certain promissory note obligations of Debtor to Secured Party (the "Note Obligations");

WHEREAS, pursuant to the Security Agreement, the Debtor is required to execute and deliver this Agreement and to grant to the Secured Party a continuing security interest in all of the Trademark Collateral (as defined below) to secure the Note Obligations;

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

SECTION 1. Definitions. Unless otherwise defined herein or the context otherwise requires, terms used in this Agreement, including its preamble and recitals, have the meanings provided in the Security Agreement.

SECTION 2. Grant of Security Interest. To secure all of the Note Obligations, the Debtor does hereby grant to the Agent a security interest in all of the following property (the "Trademark Collateral"), whether now owned or hereafter acquired or existing:

(a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, certification marks, collective marks, logos, other source of business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of a like nature (all of the foregoing items in this clause (a) being collectively called a "Trademark"), now existing anywhere in the world or hereafter adopted or acquired, whether currently in use or not, all registrations and recordings thereof and all applications in connection therewith, whether pending or in preparation for filing, including registrations, recordings and applications in the United States Patent and Trademark Office or in any office or agency of the United States of America or any State thereof or any foreign country, including those referred to in Item A Attachment 1 hereto;

(b) all Trademark licenses, including each Trademark license referred to in Item B of Attachment I hereto;

(c) all reissues, extensions or renewals of any of the items described in clauses (a) and (b) above;

(d) all of the goodwill of the business connected with the use of, and symbolized by the items described in, clauses (a) and (b) above; and

(e) all proceeds of, and rights associated with, the foregoing, including any claim by the Debtor against third parties for past, present, or future infringement or dilution of any Trademark, Trademark registration or Trademark license, including any Trademark, Trademark registration or Trademark license referred to in Item A and Item B of Attachment 1 hereto, or for any injury to the goodwill associated with the use of any Trademark or for breach or enforcement of any Trademark license.

SECTION 3. Security Agreement. This Agreement has been executed and delivered by the Debtor for the purpose of registering the security interest of the Agent in the Trademark Collateral with the United States Patent and Trademark Office and corresponding offices in other countries of the world. The security interest granted hereby has been granted as a supplement to, and not in limitation of, the security interest granted under the Security Agreement. The Security Agreement (and all rights and remedies of the Secured Party thereunder) shall remain in full force and effect in accordance with its terms.

SECTION 4. Release of Security Interest. Upon the indefeasible payment in full of all the Note Obligations, the Secured Party shall, at the Debtor's expense, execute and deliver to the Debtor all instruments and other documents as may be necessary or proper to release the lien on and security interest in the Trademark Collateral which has been granted hereunder.

SECTION 5. Acknowledgment. The Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which (including the remedies provided for therein) are incorporated by reference herein as if fully set forth herein.

SECTION 6. Counterparts. This Agreement may be executed by the parties hereto in several counterparts, each of which shall be deemed to be an original and all of which shall constitute together but one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

FOCAL POINT PRODUCTS, INC.

By: Joseph P. Rapp
President

SECURED PARTY:

LEG PARTNERS SBIC, L.P.

By: Golub GP II Corporation,
its general partner

By: _____
Lawrence E. Golub, President

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed and delivered by their respective officers thereunto duly authorized as of the day and year first above written.

DEBTOR:

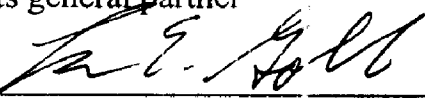
FOCAL POINT PRODUCTS, INC.

By: _____
President

SECURED PARTY:

LEG PARTNERS SBIC, L.P.

By: Golub GP II Corporation,
its general partner

By: 

Lawrence E. Golub, President

ATTACHMENT I
to
Agreement
(Trademark)

Item A. Trademarks

Registered Trademarks

<u>Country</u>	<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
U.S.A.	Focal Point	1,212,456	10/12/82
U.S.A.	Focal Point (as related to adhesive)	1,429,755	2/24/87
U.S.A.	Endure-All	1,293,671	9/11/84
U.S.A.	Contour-All	1,525,696	2/21/89
U.S.A.	Highstyle	1,299,527	10/9/84
U.S.A.	Make it a real Focal Point	1,602,313	6/19/90
U.S.A.	Classicast	RN 1,784,145	7/27/93
U.S.A.	Arstyl	RN 1,429,246	2/17/87
U.S.A.	Specicast	1,696,101	6/23/92
U.S.A.	Highstyle	1,695,139	6/16/92

11/16/98

TRADEMARK
REEL: 1828 FRAME: 0576

ATTACHMENT I
to
Agreement
(Trademark)

Item A. Trademarks

Country	Trademark	Registration No.	Registration Date
CHINA	Focal Point (name)	9800056569	29-May-98
COLOMBIA	Focal Point (name)	181067	20-Oct-95
COSTA RICA	Focal Point (name)	96.744	28-Aug-96
EL SALVADOR	Focal Point (name)	011 996 002 226	24-May-96
HONG KONG	Focal Point (name)	7639/1996	9-Dec-94
ISRAEL	Focal Point (name)	99043	8-May-97
MEXICO	Focal Point (name)	421106	15-Oct-97
PANAMA	Focal Point (name)	79075	15-Jan-96
TAIWAN	Focal Point (name)	734559	1-Nov-96
VENEZUELA	Focal Point (name)	8002/95	8-Jun-95

Pending Trademark Applications

Country	Trademark	Application No.	Serial No.	Filing Date
U.S.A.	Details for the Home		75/418873	1/16/98
U.S.A.	Fabucast		75/494,701	6/1/98
U.S.A.	Highstyle		75/441,220	2/26/93
ARGENTINA	Focal Point (name)	1,981,442		Power of Attorney Signed 10/21/1997
BRAZIL	Focal Point (name)	818559624		6/10/97
JAPAN	Focal Point (name)	7-58052		Power of Attorney from NMC's Assignment dated 8/17/98

11/16/98

RECORDED: 11/20/1998

TRADEMARK
REEL: 1828 FRAME: 0577