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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):

Biobottoms, LLC

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

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

2. Name and address of receiving party(ies)

Name: CIT Group/Business Credit, Inc.

Internal Address:

Street Address: 1211 Ave. of the Americas

City: New York State: NY ZIP: 10036

- 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

3. Nature of conveyance:

12-18-98

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

Execution Date: April 17, 1998

4. Application number(s) or patent number(s):

A. Trademark Application No.(s)

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: Robert A. Rosenberg

Internal Address: Willkie Farr & Gallagher

12/21/1998 JSHABAZZ 00000236 232405 1674319

82 FC:481 138:88 CH

Street Address: 787 Seventh Avenue

City: New York State: NY ZIP:10019

6. Total number of applications and registrations involved:

7

7. Total fee (37 CFR 3.41): \$190.00

- Enclosed, Authorized to be charged to deposit account

8. Deposit account number:

23-2405

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

DO NOT USE THIS SPACE

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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.

Robert A. Rosenberg

Name of Person Signing

Robert A. Rosenberg

Signature

12/17/98

Date

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

5

Schedule A

<u>Mark</u>	<u>App./Reg. No.</u>	<u>Date</u>
BIOBOTTOMS	1,674,319	2/4/92
BIOBOTTOMS	75/222,653	1/8/97
BIOBOTTOMS & Des.	1,245,890	7/19/83
TENDERBOTTOMS	1,736,728	12/1/92
COTTONBOTTOMS	1,804,562	11/16/93
SHADES	75/223,231	1/9/97
FRESH AIR WEAR	75/223,603	1/8/97

SECURITY AGREEMENT IN TRADEMARKS

WHEREAS, BIOBOTTOMS, LLC (herein referred to as "Obligor"), a Delaware limited liability company with its principal office at c/o Genesis Direct, Inc., 100 Plaza Drive, Secaucus, New Jersey 07094, has adopted, used and is using the trademarks listed on the annexed Schedule 1-A, and applications and registrations thereof are on file in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Obligor is obligated to the CIT Group/ Business Credit, Inc., a Delaware corporation, with its principal office at 1211 Avenue of the Americas, New York, New York 10036, as administrative agent (referred to herein as the "Agent") for (i) the lenders (the "Lenders") named in the Credit Agreement, dated May 21, 1997, as amended to date, among Obligor, certain other borrowers, the Lenders and the Agent (the "Credit Agreement"), and (ii) the issuers of the Letters of Credit, and Obligor has entered into a Security Agreement and Mortgage - Trademarks dated the date hereof (the "Agreement") in favor of Agent; and

NOW THEREFORE, pursuant to the Agreement, Obligor grants to Agent a security interest in, and mortgage on, all right, title and interest of Obligor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, 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 prompt payment, performance and observance of the Obligations, as defined in the Agreement;

Obligor does hereby acknowledge and affirm that the rights and remedies of Agent with respect to the security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, Obligor has caused this Security Agreement to be duly executed by its officer thereunto duly authorized as of the 17th day of April, 1998.

BIOBOTOMS, LLC

By GENESIS DIRECT, INC., as
Managing Member

By: Ronald Benanto
Name: Ronald Benanto
Title: CFO

STATE OF NEW JERSEY)
) ss.:
COUNTY OF HUDSON)

On this 17th day of April, 1998 before me personally appeared Ronald Benanto, to me known, who, being by me duly sworn, did depose and say that such individual is CFO of Genesis Direct, Inc., managing member of BIOBOTOMS, LLC, a Delaware limited liability company described in and which executed the foregoing instrument and that such individual executed the foregoing instrument pursuant to such authority.

Elizabeth Lugones
Notary Public

ELIZABETH LUGONES
A Notary Public of New Jersey
My Commission Expires Mar. 13, 2002.

SCHEDULE 1-A SECURITY AGREEMENT IN TRADEMARKS

TRADEMARKS

See attached schedule.