

MRL 2/16/99

02-25-1999



100972552

Box Assignments

OMB No. 0951-0011 (exp. 4/94)

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):

MHC Acquisition, L.L.C.

- Individual(s)
 - General 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: The Bank of New York

Internal Address: _____

Street Address: 10 Mason Street

City: Greenwich State: CT ZIP: 06830

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

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

Execution Date: Feb. 4, 1999

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

A. Trademark Application No.(s)

75/541,421 for "A Circuit"
 75/519, 730 for "Everest"

B. Trademark Registration No.(s)

#1,662,468 for Collegiate
 #1,745,808 for Corinthian Int'l (logo)

Additional numbers attached? Yes No



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

Name: Beth J. Felder, Esquire

Internal Address: _____

02/23/1999 SBURNS 00000103-75541421

01 FC:481 40.00 OP
 02 FC:482 675.00 OP

Street Address: Epstein Becker & Green, P.C.
75 State Street

City: Boston State: MA ZIP: 02109

6. Total number of applicant registrations involved: ...

02-16-1999
 U.S. Patent & TMO/TM Mail Rpt Dt. #64

7. Total fee (37 CFR 3.41).....\$ 715

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

Beth J. Felder, Esquire

Name of Person Signing

Signature

2/12/99

Date

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

Schedule I
To
Grant of Security Interest (Trademarks)
Dated as of February 4, 1999

Intellectual Property; Licenses

The following trademarks are either federally registered or in the registration process:

<u>Description</u>	<u>Country</u>	<u>Issue Date</u>	<u>Reg. No.</u>
COLLEGIATE		10/29/91	1,662,468
CORINTHIAN INTL (logo)		1/12/93	1,745,808
CROSBY		3/02/82	1,191,190
EQUI-FLEECE		6/27/72	936,375
EQUIJEANS		8/31/93	1,790,503
EQUILIBRIUM		12/28/93	1,813,730
EQUISUEDE		4/27/93	1,768,091
FREESTYLE		9/27/88	1,505,914
GOOD HANDS		10/22/91	1,661,801
HEELS DOWN		3/03/92	1,678,113
HUNTERDON		8/13/85	1,354,059
KORSTEEL		4/19/77	1,063,896
LANCERS		12/19/95	1,942,976
LOGO OF TWO BOOTS		3/14/78	1,087,381
MAYCRAFT		3/10/70	887,327
MILLER'S		8/07/90	1,608,811
MILLER'S (Boot Logo)		1/27/70	885,095
MILLER'S COLLEGIATE		4/16/91	1,641,271

Trademark Assignment Cover Sheet - Continuation Page

<u>Description</u>	<u>Country</u>	<u>Issue Date</u>	<u>Reg. No.</u>
CROSBY		3/02/82	1,191,190
EQUI-FLEECE		6/27/72	936,375
EQUIJEANS		8/31/93	1,790,503
EQUILIBRIUM		12/28/93	1,813,730
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MILLER'S		8/07/90	1,608,811
MILLER'S (Boot Logo)		1/27/70	885,095
MILLER'S COLLEGIATE		4/16/91	1,641,271
MILLER'S HARNESS WEST (logo)		12/21/93	1,812,601
NEO-PRO-TEK		10/21/75	1,023,259
PRIX DES NATIONS		6/27/78	1,094,473
ROMA		10/08/91	1,659,763
SCHOOLING SWEATS		1/02/90	1,575,119

VALET	10/04/88	1,507,218
FAHRENHEIT EXTREME	12/08/98	pending
MACINTOSH	12/08/98	pending

MILLER'S HARNESS WEST (logo)	12/21/93	1,812,601
NEO-PRO-TEK	10/21/75	1,023,259
PRIX DES NATIONS	6/27/78	1,094,473
ROMA	10/08/91	1,659,763
SCHOOLING SWEATS	1/02/90	1,575,119
VALET	10/04/88	1,507,218
A-CIRCUIT	8/24/98	75/541,421-pending
EVEREST	7/16/98	75/519,730-pending
FAHRENHEIT EXTREME	12/08/98	pending
MACINTOSH	12/08/98	pending

The following trademarks are foreign registrations or pending foreign registrations:

COLLEGIATE	Benelux	11/10/89	468,060
COLLEGIATE	Brazil	5/18/93	816464219
COLLEGIATE	Canada	10/18/96	464,109
COLLEGIATE	France	11/06/89	1,558,632
COLLEGIATE	Great Britain	11/02/89	1,403,956
COLLEGIATE	Germany	11/03/89	1,167,497
COLLEGIATE	Italy	5/19/98	749,652
COLLEGIATE	Spain	11/05/96	2,029,148
COLLEGIATE	Switzerland	11/02/89	377172
CROSBY	Benelux	12/13/88	456615
CROSBY	Canada	7/11/86	316139
CROSBY	Germany	5/28/90	1,159,388

CROSBY	Mexico	4/15/93	442302
CROSBY	Switzerland	6/16/89	369,330
CROSBY AND CO. LTD. (logo)	Canada	7/22/83	281,540
EQUI-FLEECE	Canada	1/26/79	231,617
EQUI-STRETCH	Canada	12/05/69	166,683
KORSTEEL	Canada	8/25/78	229,900
LANCERS	Canada	11/01/96	465,613
LANCERS	Mexico	11/24/95	510393
MILLER HARNESS	Brazil	9/05/95	816641200
MILLER'S (boot logo)	Australia	12/12/88	B501,285
MILLER'S (boot logo)	Benelux	12/13/88	457644
MILLER'S (boot logo)	Brazil	9/05/95	816641196
MILLER'S (boot logo)	Canada	3/14/80	240,890
MILLER'S (boot logo)	Germany	12/12/88	1146700
MILLER'S (boot logo)	Sweden	5/10/91	223,470
MILLER'S (boot logo)	Switzerland	12/12/88	369,234
PRIX DES NATIONS	Canada	8/04/78	229,500
ROMA	Benelux	12/04/90	485556
ROMA	Canada	9/17/93	416,883
ROMA	France	11/30/90	1,630,567
SCHOOLING SWEATS	Canada	2/01/91	379,193
SPORTIFIC	Benelux	3/16/89	462,319

SPORTIFIC	Canada	6/15/90	369,520
SPORTIFIC	Germany	3/04/89	1,154,748
SPORTIFIC	Sweden	2/01/91	220,748
SPORTIFIC	Switzerland	8/04/89	370,637
CROSBY	CTM	5/01/98	000809848-pending
MILLER HARNESS	Brazil	4/06/93	817201572-pending
MILLER'S (boot logo)	Brazil	4/06/93	817201564-pending

GRANT OF SECURITY INTEREST (TRADEMARKS)

MHC ACQUISITION, L.L.C., a Delaware limited liability company (the "Borrower"), is obligated to THE BANK OF NEW YORK (the "Secured Party"), and has entered into a Borrower Security Agreement dated as of February 4, 1999 (the "Security Agreement") with the Secured Party.

Pursuant to the Security Agreement, the Borrower granted to the Secured Party a security interest in all of the right, title and interest of the Borrower in and to the trademarks listed on Schedule 1, 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 therefor, and all proceeds thereof, 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 Security Agreement).

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 Borrower does hereby further assign to the Secured Party, and grant to the Secured Party a security interest in, the Collateral to secure the prompt payment, performance and observance of the Obligations.

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

Upon the termination of the Security Agreement (as set forth in Section 10 thereof), the Secured Party will take whatever actions are necessary at the Borrower's expense to release or reconvey to the Borrower all right, title and interest of the Borrower in and to the Trademarks.

The Secured Party's address is: 10 Mason Street, Greenwich, Connecticut 06830.

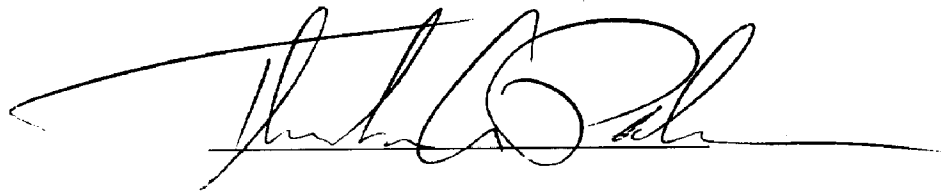
IN WITNESS WHEREOF, the Borrower has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 4th day of February, 1999.

MHC ACQUISITION, L.L.C.

By: Stephen G. Dent
Name: Stephen G. Dent
Title: Managing Member

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 4th day of February, 1999, before me personally came Stephen G. Dent, to me known, who, being by me duly sworn, did depose and say that he resides at Riverside, Connecticut; that he is the MANAGING Member of MHC ACQUISITION, L.L.C., the limited liability company described in and which executed the above instrument, and that he signed his name thereto by order of the board of directors thereof.



Notary Public

THEODORE A. PALMER
Notary Public, State of New York
No. 31-4684052
Qualified in New York County
Commission Expires December 31, 2000