

03-02-1999

FORM PTO-1594 (Rev. 6-93)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

OMB No 0651-0011 (exp. 4/94) MRD

Tab settings 3-299

100976195

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

1. Name of conveying party(ies):

Europe Craft Imports, Inc.

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other UCC Filing (FORM UCC-1)
- Merger
- Change of Name

Execution Date: 02261999

2. Name and address of receiving party(ies)

Name: The CIT Group/Commercial Services, Inc., as Agent
Internal Address: _____

Street Address: 1211 Avenue of the Americas

City: New York State: NY ZIP: 10036

- 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)

75/084,945
75/308,348
75/363,873
75/510,472

B. Trademark Registration No.(s)

			2,193,994
<u>779,488</u>	<u>1,256,728</u>	<u>1,751,946</u>	<u>2,159,621</u>
<u>976,864</u>	<u>1,376,674</u>	<u>1,816,417</u>	<u>2,159,622</u>
<u>1,086,489</u>	<u>1,408,149</u>	<u>1,989,977</u>	<u>2,178,733</u>
<u>1,249,072</u>	<u>1,412,098</u>	<u>1,995,825</u>	<u>2,200,068</u>

Additional numbers attached? Yes No

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

Name: Michael M. Mezzacappa

Internal Address: _____

03/03/1999 JSNABAZZ 00000004 500675 75084945

01 FC:481 40.00 CH
02 FC:482 500.00 CH

Street Address: Schulte Roth & Zabel, LLP
900 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....\$ 540.00

Enclosed

Authorized to be charged to deposit account
plus deficiencies

8. Deposit account number:

500675

(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.

Michael M. Mezzacappa
Name of Person Signing

Michael M. Mezzacappa
Signature

2/26/99
Date

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

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK
REEL: 1862 FRAME: 0460

This FINANCING STATEMENT is presented to a filing officer for filing pursuant to the Uniform Commercial Code:

3. Maturity date (if any):

1. Debtor(s) (Last Name First) and address(es)

Europe Craft Imports, Inc.
15 Enterprise Avenue
Secaucus, NJ 07094

2. Secured Party(ies) and address(es)

The CIT Group/Commercial
Services, Inc.
1211 Avenue of the Americas
New York, NY 10036

For Filing Officer (Date, Time, Number,
and Filing Office)

Tax ID / Social Security No.

Tax ID / Social Security No.

4. This Financing Statement covers the following types (or items) of property:

This Financing Statement covers all of the Debtor's right,
title and interest in and to all trademarks, service marks,
and trade names and all other source or business identifiers
and all general intangibles arising from or related thereto
whether now or hereafter existing and whether now owned or
hereafter acquired of every kind and description, as more
fully described in Exhibit A attached hereto and made a part
hereof.

5. Assignee(s) of Secured Party and
Address(es)

This statement is filed without the debtor's signature to perfect a security interest in collateral. (check if so)

already subject to a security interest in another jurisdiction when it was brought into this state.

which is proceeds of the original collateral described above in which a security interest was perfected

Filed with:

U.S. Patent and Trademark Office

Check If covered Proceeds of Collateral are also covered Products of collateral are also covered No. of additional Sheets presented 1

Europe Craft Imports, Inc.

The CIT Group/Commercial Services, Inc.
AS Agent

By: *Vincent L. Caputo*
Signature(s) of Debtor(s)

By: *[Signature]*
Signature(s) of Secured Party(ies)

(1) Filing Officer Copy -
Alphabetical

STANDARD FORM - FORM UCC-1

EXHIBIT A
to UCC-1 Financing Statement Naming:

EUROPE CRAFT IMPORTS, INC.,
as debtor ("Debtor")

and

THE CIT GROUP/COMMERCIAL SERVICES, INC.,
as secured party and agent ("Secured Party")

This Financing Statement covers the following personal property of the Debtor wherever located and whether now or hereinafter existing and whether now owned or hereafter acquired (collectively, the "Collateral"):

(a) (i) all trademarks, service marks, trade names, business names, trade styles, designs, logos and other source or business identifiers and the general intangibles of like nature, including all trademarks and servicemarks described in Schedule I hereto, all applications, registrations and recordings thereof (including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any state thereof or any other country or any political subdivision thereof), and all reissues, extensions or renewals thereof, together with all goodwill of the business symbolized by such marks and all customer lists, formulae and other records of the Debtor relating to the distribution of products and services in connection with which any of such marks are used, and all income, royalties, damages and payments now or hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past and future infringements or dilutions thereof and the right to sue for past, present and future infringements and dilutions thereof (hereinafter referred to collectively as the "Trademarks"), and (ii) all licenses, contracts or other agreements, whether written or oral, naming the Debtor as licensor or licensee and providing for the grant of any right to use any Trademark, together with any goodwill connected with and symbolized by any such trademark licenses or agreements and the right to prepare for sale and sell any and all inventory now or hereafter owned by the Debtor and now or hereafter covered by such licenses or agreements;

(b) the books and records of the Debtor relating to any of the foregoing Collateral, including, without limitation, all customer contracts, sale orders, minute books, ledgers, records, computer programs, software, printouts and other computer materials, customer lists, credit files, correspondence and advertising materials, in each case indicating, summarizing or evidencing any of the Collateral; and

(c) all cash and non-cash proceeds of any and all of the foregoing Collateral (including, without limitation, (i) damages and payments for past or future infringements of the Trademarks and (ii) the right to sue for past, present and future infringements of the Trademarks) and, to the extent not otherwise included, all payments under insurance (whether or not the Secured Party is the loss payee thereof) and any indemnity, warranty or guaranty payable by reason of loss or damage to or otherwise with respect to any of the foregoing Collateral;

in each case howsoever the Debtor's interest therein may arise or appear (whether by ownership, security interest, claim or otherwise); provided that, nothing hereunder constitutes or shall be deemed to constitute the grant of a security interest in favor of the Secured Party in the Debtor's interest in any trademark license (other than any of the foregoing constituting an account or a general intangible for money due or to become due to which Section 9-318(4) of the New York Uniform Commercial Code applies) (each such interest, other than those described in the preceding parenthesis, being hereinafter referred to as "Excluded Property"), if the granting of a security interest therein by the Debtor to the Secured Party is prohibited by the terms and provisions of the written agreement, document or instrument creating or evidencing such Excluded Property, provided, however, that if and when the prohibition which prevents the granting by the Debtor to the Secured Party of a security interest in any Excluded Property is removed or otherwise terminated, the Secured Party will be deemed to have, and at all times to have had, a security interest in such Excluded Property. Notwithstanding anything set forth herein to the contrary, the Secured Party will be deemed to have, and at all times to have had, a security interest in the proceeds of such Excluded Property.

SCHEDULE I**EUROPE CRAFT IMPORTS, INC.****TRADEMARK APPLICATIONS**

Country	Trademark	Serial No.	Filing Date	Class
U.S.	Members Only	75/084,945	4/08/96	3
U.S.	Members Only	75/308,348	6/13/97	24
U.S.	Members Only	75/363,873	9/26/97	25
U.S.	Passport 2000	75/510,472	6/26/98	25

TRADEMARK REGISTRATIONS

Country	Trademark	Registration No.	Redistration Date	Class
U.S.	Europe Craft (and design)	779,488	11/03/64	25
U.S.	Citta 2000 (and design)	976,864	1/15/74	25
U.S.	Members Only	1,086,489	2/28/78	25
U.S.	Members Only (logo)	1,249,072	8/23/83	25
U.S.	Members Only (word mark)	1,256,728	11/08/83	9, 25
U.S.	Pocket Tab (design)	1,376,674	12/31/85	25
U.S.	Members Only	1,408,149	9/09/86	3, 18, 25
U.S.	Members Only	1,412,098	10/07/86	9, 14, 18, 25
U.S.	World Travel Club	1,751,946	2/09/93	25
U.S.	Members Only	1,816,417	1/11/94	20
U.S.	Studio Concepts	1,989,977	7/30/96	25
U.S.	Office Trade Mark (logo)	1,995,825	8/20/96	25
U.S.	Star (logo)	2,159,621	5/19/98	25
U.S.	Members Only Star (logo)	2,159,622	5/19/98	25
U.S.	Members Only	2,178,733	8/04/98	25
U.S.	Members Only	2,193,994	10/06/98	25
U.S.	Studio Concepts	2,200,068	10/27/98	25