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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

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 ISN08077 00000006 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: 4

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

TRADEMARK
REEL: 1862 FRAME: 0467

COLLATERAL ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, EUROPE CRAFT IMPORTS, INC. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated February 26, 1999 (the "Security Agreement") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC., as agent for certain lenders (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and assigned to the Assignee and granted to the Assignee for the benefit of the lenders a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will 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 payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor hereby pledges and assigns to the Assignee and grants to the Assignee for the benefit of the lenders a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor hereby further acknowledges and affirms that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Collateral Assignment to be duly executed by its officer thereunto duly authorized as of February 26, 1999.

EUROPE CRAFT IMPORTS, INC.

By: Paul Spector
Name: Paul Spector
Title: Vice President

STATE OF NEW YORK

SS.:

COUNTY OF NEW YORK

On this 26 day of February, 1999, before me personally came Paul Spector, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of Europe Craft Imports, Inc., a New Jersey corporation, and that he executed the foregoing instrument in the firm name of Europe Craft Imports, Inc., and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.

Denise Maria McDermott

DENISE MARIA MCDERMOTT
Notary Public, State of New York
No. 01MC5018508
Qualified in New York County 99
Commission Expires Sept. 27, 1999

SCHEDULE 1A TO COLLATERAL ASSIGNMENT FOR SECURITY

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