

("Trademark and Tradename Assignment") continued

- 4) Keswick (Reg. No. _____) and all good will associated therewith.
- 5) Leadbury Ltd. (Reg. No. _____) and all good will associated therewith.
- 6) Harken (Reg. Nos. ^{R1435719, R1578370, R964047, R1896109} / _____) and all good will associated therewith.

Lender or Borrower will at Buyer's expense from time to time at Buyer's reasonable request execute and deliver such further instruments and take or cause to be taken such other action to carry out the effect, intent and purpose of the conveyance assignment, and transfer to the Buyer and otherwise in carrying out of the intent and purposes of this secured party Trademark and Tradename Assignment and of the Foreclosure Agreement.

EXCEPT AS SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT: THE LENDER MAKES NO REPRESENTATION, WARRANTY, COVENANT OR UNDERTAKING, EXPRESS OR IMPLIED, WITH RESPECT TO THE EXISTENCE OF ANY SPECIFIC ITEMS CONSTITUTING THE TRADEMARKS OR THE QUANTITY THEREOF; THE BORROWER'S BUSINESS OR PROSPECTS; THE CONDITION, QUALITY, MERCHANTABILITY (IN THE SENSE OF AN IMPLIED WARRANTY OF MERCHANTABILITY UNDER THE UCC), FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VALUE OF THE TRADEMARKS; AND THE TRADEMARKS ARE SOLD AND ASSIGNED TO THE EXTENT THEY ARE SUBJECT ASSETS WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT. THIS TRADEMARK ASSIGNMENT IS SUBJECT TO, AND QUALIFIED IN ITS ENTIRETY BY, THE EXACT TERMS OF THE FORECLOSURE AGREEMENT.

It is the Lender's intent, under Section 9-504 of the UCC and other applicable law, to transfer all of the Company's right, title and interest in and to the Trademarks to the Assignee for value. The Lender hereby reaffirms the representations and warranties set forth in Section 10 of that certain Foreclosure Agreement and agrees to indemnify the Assignee for any breach of that representation and warranty subject to the limitation on the Lender's liability set forth in Section 11 of the Foreclosure Agreement.

("Trademark and Tradename Assignment") continued

Signed this 6th day of October, 1997

LASALLE BUSINESS CREDIT, INC.

By: *William B. Kelly*

Its: *President*

HARKEN, LTD.

By: _____

Its: _____

("Trademark and Tradename Assignment") continued

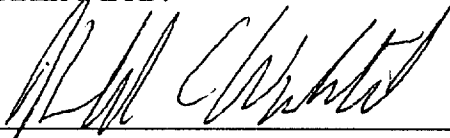
Signed this 6th day of October, 1997

LASALLE BUSINESS CREDIT, INC.

By: _____

Its: _____

HARKEN, LTD.

By: 

Its: CEO

State of Illinois §
§
County of Cook §

On this 6TH day of OCTOBER, 1997, personally appeared Michael D. Shanley, and known to me to be a PRESIDENT of LASALLE BUSINESS CREDIT, INC. the Lender above named, and acknowledged that he executed the foregoing Trademark and Tradename Assignment on behalf of said Lender and pursuant to authority duly received.



Romanita Harris
Notary Public

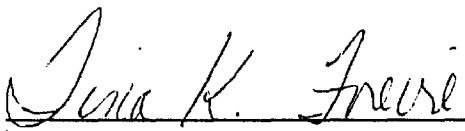
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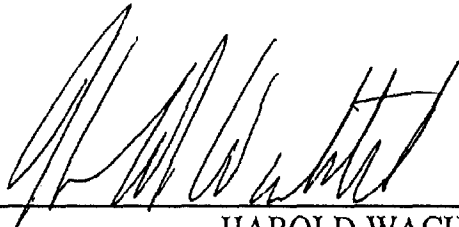
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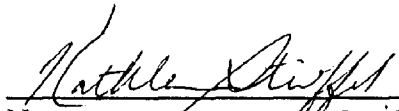
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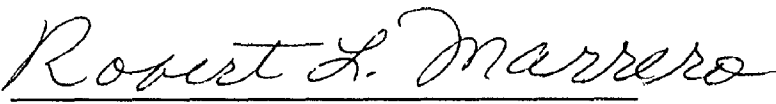
On this 6th day of October, 1997, before me personally appeared Harold Wachtel, to me known, who, being by me duly sworn, did depose and say that he is the Chief Executive Officer of Harken, Ltd. described in and which executed the foregoing instrument; that he signed his name thereto by authority of the Board of Directors of Harken, Ltd. and the Articles of Incorporation of said corporation, and he acknowledged the foregoing instrument as the free act and deed of said corporation.

WITNESSES:


Name: Tina K. Freire


HAROLD WACHTEL


Name: KATHLEEN STIEFFEL


NOTARY PUBLIC
My Commission Expires: At my death