

04-08-1999



101005643

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership
- Corporation Association

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Other

Citizenship/State of Incorporation/Organization

04/06/1999 JSH/BAZZ 00000094 1510763

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
1325.00 OP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 1873 FRAME: 0224

Domestic Representative Name and Address Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,510,783"/>	<input type="text" value="1,433,590"/>	<input type="text" value="1,476,649"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,614,655"/>	<input type="text" value="1,400,187"/>	<input type="text" value="1,417,321"/>

Number of Properties Enter the total number of properties involved. #

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

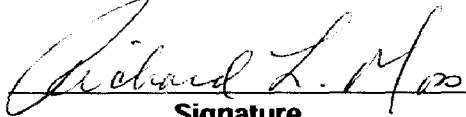
Method of Payment: Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number: #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Richard L. Moss, Esq. 

Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

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Composed of

Address (line 1)

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State/Country

Zip Code

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<input type="text" value="1,984,483"/>	<input type="text" value="2,021,156"/>	<input type="text" value="1,971,885"/>
<input type="text" value="2,074,135"/>	<input type="text" value="1,958,291"/>	<input type="text" value="1,967,780"/>
<input type="text" value="1,978,737"/>	<input type="text" value="1,888,273"/>	<input type="text" value="1,974,335"/>
<input type="text" value="2,171,487"/>	<input type="text" value="2,042,198"/>	<input type="text" value="1,974,336"/>
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RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Enter Additional Conveying Party

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**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, Gemini Holdings, Inc., a Delaware corporation (the "Grantor"), with principal offices at 215 Entin Road, P.O. Box 1115, Clifton, New Jersey 07014, hereby grants and assigns to Banque Nationale de Paris, as Collateral Agent, with principal offices at 499 Park Avenue, New York, N.Y. 10022, (the "Grantee"), a first priority security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations, including any renewals, and trademark applications (the "Trademarks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents, including all reissues and extensions thereof, and patent applications, including all divisions, continuations and substitutes thereof (the "Patents") set forth on Schedule B attached, in each case together with (iii) all Proceeds (as such term is defined in the Intellectual Property Security Agreement) and products of the Trademarks and Patents, (iv) the goodwill of the businesses with which the Trademarks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Trademarks and Patents or unfair competition regarding the same.

This Assignment is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Patent, Trademark and Copyright Pledge and Security Agreement among the Grantor, the other grantors from time to time party thereto and the Grantee, dated as of December 23, 1996 (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Intellectual Property Security Agreement"). Upon the indefeasible and irrevocable payment in full of all amounts, including principal, interest, fees and all obligations of the Grantor to the Grantee, owing by the Grantor pursuant to the Credit Agreement, dated as of December 23, 1996 and amended and restated as of March 3, 1999, by and among the Gemini Holdings, Inc., Gemini Industries, Inc., Direct Trading Limited, the Lenders party thereto and the Grantee, as agent on behalf of the Lender Parties (as the same may be amended, supplemented, amended and restated or otherwise modified from time to time, the "Credit Agreement"), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Trademarks and Patents acquired under this Assignment.

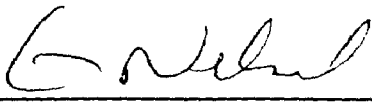
This Assignment has been granted in conjunction with the security interest granted to the Grantee under the Intellectual Property Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Intellectual Property Security Agreement, all terms and provisions of which (including, without limitation, the appointment by the Grantor of the Grantee as its attorney-in-fact with respect to the Intellectual Property Collateral (as such term is defined in the Intellectual Property Security Agreement) pursuant to Section 7 of the Intellectual Property

Security Agreement) are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Intellectual Property Security Agreement, the provisions of the Intellectual Property Security Agreement shall govern.

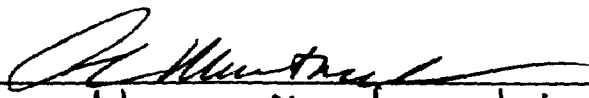
The parties hereto authorize and request the Commissioner of Patents and Trademarks of the United States and/or any equivalent State Official to record this Assignment against the Trademarks and Patents.


IN WITNESS WHEREOF, the undersigned have executed this Assignment as of the 3rd day of March, 1999.

GEMINI HOLDINGS, INC.,
as Grantor

By 
Name: G NEBEL
Title: CHMD+CEO

BANQUE NATIONALE DE PARIS,
as Grantee

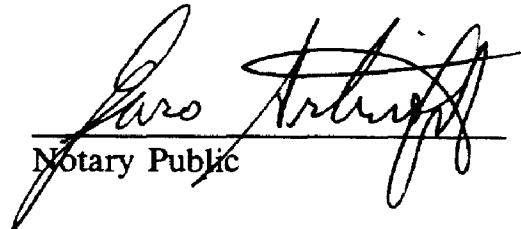
By 
Name: Alan Mustacchi
Title: Director

By 
Name: Stephen P. Kovacs
Title: VP

[Signature Page to Assignment of Security Interest in
United States Trademarks and Patents]

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

On this 3rd day of March, 1999, before me personally came Alan Mustacchi
who, being by me duly sworn, did state as follows: that [s]he is Director of
Banque Nationale de Paris, that [s]he is authorized to execute the foregoing Assignment on
behalf of said corporation and that he did so by authority of the Board of Directors of said
financial institution.

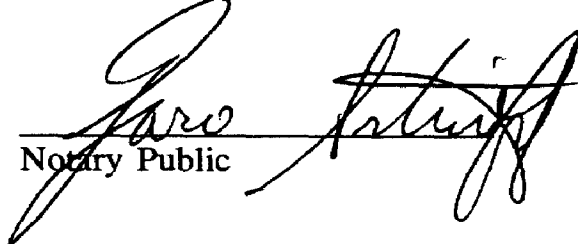


Notary Public

GARO ARTINOFF
NOTARY PUBLIC, State of New York
No. 01AR6004415
Qualified in Queens County
Commission Expires March 23, 2000

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

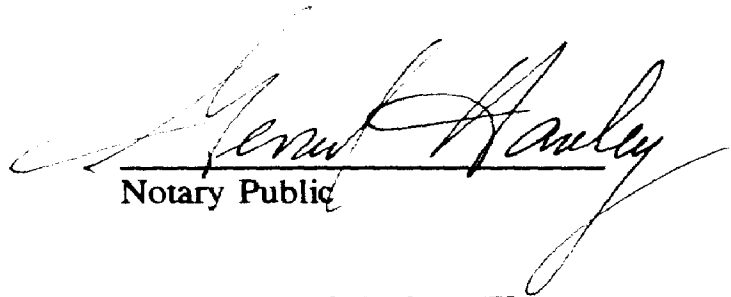
On this 3rd day of March, 1999, before me personally came Stephen P. Kovacs who, being by me duly sworn, did state as follows: that [s]he is Vice President of Banque Nationale de Paris, that [s]he is authorized to execute the foregoing Assignment on behalf of said corporation and that he did so by authority of the Board of Directors of said financial institution.


Notary Public

GARO ARTINOFF
NOTARY PUBLIC, State of New York
No. 01AR6004415
Qualified in Queens County
Commission Expires March 23, 2000

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

On this 2nd day of March, 1999, before personally came George Nebel
who, being by me duly sworn, did state as follows: that [s]he is Chairman & CEO of
Gemini Holdings, Inc., that [s]he is authorized to execute the foregoing Assignment on behalf
of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.



Notary Public

BERARD HANLEY
Notary Public, State of New York
No. 01HA6016519
Qualified in Richmond County
Certificate Filed in New York County
Commission Expires November 28, 2000

SCHEDULE A

TRADEMARKS

ALL GEM REGISTERED US TRADEMARKS
AS OF FEBRUARY 17, 1999

				MARK	ACT DUE	DUE DATE
GEN 10.1-032	APPLICATION: REGISTRATION:	710,634 1,510,783	11FE1988 01NO1988	OPEN STOCK	LATERENEWL ANNIV. T&T RENEWAL	01FE2009 14AP1999 01NO2008
GEN 10.1-036	APPLICATION: REGISTRATION:	596,196 1,523,087	01MY1986 07FE1989	GENINI	LATERENEWL ANNIV. T&T RENEWAL	07MY2009 14AP1999 07FE2009
GEN 10.1-037	APPLICATION: REGISTRATION:	599,993 1,614,655	21MY1986 25SE1990	GENINI	LATERENEWL RENEWAL	25OE2000 25SE2000
GEN 10.1-038	APPLICATION: REGISTRATION:	432,859 1,433,590	01JL1983 24MR1987	GENINI	LATERENEWL RENEWAL	24JE2007 24MR2007
GEN 10.1-040	APPLICATION: REGISTRATION:	432,860 1,431,739	01JL1983 10MR1987	GENINI (LOGO)	LATERENEWL RENEWAL	10JE2007 10MR2007
GEN 10.1-041	APPLICATION: REGISTRATION:	562,854 1,400,187	11OC1985 08JL1986	GENINI	LATERENEWL RENEWAL	08OC2006 08JL2006
GEN 10.1-042	APPLICATION: REGISTRATION:	664,263 1,476,649	02JE1987 16FE1988	GENINI (LOGO)	LATERENEWL RENEWAL	16MY2008 16FE2008
GEN 10.1-043	APPLICATION: REGISTRATION:	596,208 1,434,541	01MY1986 31MR1987	GENINI	LATERENEWL RENEWAL	30JE2007 31MR2007
GEN 10.1-044	APPLICATION: REGISTRATION:	596,209 1,417,321	01MY1986 18NO1986	GENINI	LATERENEWL RENEWAL	18FE2007 18NO2006
GEN 10.1-045	APPLICATION: REGISTRATION:	596,203 1,437,772	01MY1986 28AP1987	GENINI	LATERENEWL RENEWAL	29JL2007 29AP2007
GEN 10.1-046	APPLICATION: REGISTRATION:	596,170 1,449,377	01MY1986 28JL1987	GENINI	LATERENEWL RENEWAL	28OC2007 28JL2007
GEN 10.1-047	APPLICATION: REGISTRATION:	599,984 1,456,213	21MY1986 08SE1987	GENINI	LATERENEWL RENEWAL	08OE2007 08SE2007
GEN 10.1-048	APPLICATION: REGISTRATION:	640,332 1,455,056	20JA1987 01SE1987	GENINI	LATERENEWL RENEWAL	01OE2007 01SE2007

ALL GEM REGISTERED US TRADEMARKS
AS OF FEBRUARY 17, 1999

				MARK	ACT DUE	DUE DATE
GEM 10.1-049	APPLICATION: REGISTRATION:	664,239 1,476,648	02JE1987 16FE1988	GEMINI (LOGO)	LATERENEWL RENEWAL	16MY2008 16FE2008
GEM 10.1-050	APPLICATION: REGISTRATION:	680,272 1,509,945	24AU1987 25OC1988	GEMINI (LOGO)	LATERENEWL RENEWAL	25JA2009 25OC2008
GEM 10.1-051	APPLICATION: REGISTRATION:	680,409 1,486,011	24AU1987 26AP1988	GEMINI (LOGO)	LATERENEWL RENEWAL	26JL2008 26AP2008
GEM 10.1-052	APPLICATION: REGISTRATION:	680,273 1,486,007	24AU1987 26AP1988	GEMINI (LOGO)	LATERENEWL RENEWAL	26JL2008 26AP2008
GEM 10.1-054	APPLICATION: REGISTRATION:	800,171 1,577,520	15MY1989 16JA1990	OPEN STOCK LOGO	LATERENEWL RENEWAL	16AP200 16JA200
GEM 10.1-055	APPLICATION: REGISTRATION:	815,422 1,652,186	28JL1989 30JL1991	GEMINI (LOGO)	LATERENEWL RENEWAL	30OC20 30JL20
GEM 10.1-064	APPLICATION: REGISTRATION:	541,934 1,411,105	07JE1985 30SE1986	VCR RABBIT	LATERENEWL RENEWAL	30OE20 30SE20
GEM 10.1-081	APPLICATION: REGISTRATION:	142,150 1,727,342	22FE1991 27OC1992	GEMINI (CLASS 11)	LATERENEWL RENEWAL	27JA2 27OC2
GEM 10.0-083	APPLICATION: REGISTRATION:	151,417 1,803,643	26MR1991 09NO1993	GEMSTRIP	SEC 8 & 15 RENEWAL LATERENEWL	09NO1 09NO 09FE
GEM 10.0-091	APPLICATION: REGISTRATION:	175,132 1,851,888	11JE1991 30AU1994	ULTRA ELECTRONICS	SEC 8 & 15 RENEWAL LATERENEWL	30AU 30AU 30M
GEM 10.0-095	APPLICATION: REGISTRATION:	194,714 1,871,080	14AU1991 03JA1995	CALLER ID PLUS	SEC 8 & 15 RENEWAL LATERENEWL	03J 03J 03J
GEM 10.1-109	APPLICATION: REGISTRATION:	322,331 1,798,335	13OC1992 12OC1993	GEMINIZE	SEC 8 & 15 RENEWAL LATERENEWL	12 12 12

ALL GEN REGISTERED US TRADEMARKS
AS OF FEBRUARY 17, 1999

				MARK	ACT DUE	DUE DATE
GEN 10.1-119	APPLICATION: REGISTRATION:	371,965 1,830,923	24MR1993 12AP1994	CAMOUIP (TRADE DRESS)	RENEWAL LATERENEWL SECTION 08	12AP2004 12JL2004 12AP2000
GEN 10.0-127	APPLICATION: REGISTRATION:	388,766 1,845,089	06NY1993 12JL1994	VIDEO TAKES	SEC 8 & 15 RENEWAL LATERENEWL	12JL2000 12JL2004 12OC2004
GEN 10.0-134	APPLICATION: REGISTRATION:	415,720 1,866,619	20JL1993 06DE1994	UNIVERSAL REMOTE TRADE DRESS	SECTION 08 RENEWAL LATERENEWL	06DE2000 06DE2004 06MR2005
GEN 10.0-135	APPLICATION: REGISTRATION:	415,610 1,863,385	20JL1993 15NO1994	BLISTER CARD TRADE DRESS	SECTION 08 RENEWAL LATERENEWL	15NO2000 15NO2004 15FE2005
GEN 10.0-137	APPLICATION: REGISTRATION:	478,188 1,988,884	10JA1994 23JL1996	GEMINI AND THREE-BAR LOGO	SEC 8 & 15 RENEWAL LATERENEWL	23JL2002 23JL2006 23OC2006
GEN 10.0-139	APPLICATION: REGISTRATION:	477,888 1,978,736	10JA1994 04JE1996	GEMINI AND THREE-BAR LOGO	SEC 8 & 15 RENEWAL LATERENEWL	04JE2002 04JE2006 04SE2006
GEN 10.0-140	APPLICATION: REGISTRATION:	477,884 1,977,125	10JA1994 28NY1996	GEMINI AND THREE-BAR LOGO	SEC 8 & 15 RENEWAL LATERENEWL	28NY2002 28NY2006 28AU2006
GEN 10.0-141	APPLICATION: REGISTRATION:	477,885 1,984,483	10JA1994 02JL1996	GEMINI AND THREE-BAR LOGO	SEC 8 & 15 RENEWAL LATERENEWL	02JL2002 02JL2006 02OC2006
GEN 10.0-142	APPLICATION: REGISTRATION:	478,196 2,074,135	10JA1994 24JE1997	GEMINI AND THREE-BAR LOGO	SEC 8 & 15 RENEWAL LATERENEWL	24JE2003 24JE2007 24SE2007
GEN 10.0-143	APPLICATION: REGISTRATION:	477,892 1,978,737	10JA1994 04JE1996	GEMINI AND THREE-BAR LOGO	SEC 8 & 15 RENEWAL LATERENEWL	04JE2004 04JE2004 04SE2004
GEN 10.0-144	APPLICATION: REGISTRATION:	478,100 2,171,487	10JA1994 07JL1998	GEMINI BLOCK LOGO	SEC 8 & 15 RENEWAL LATERENEWL	07JL2000 07JL2000 07OC2000

ALL GEM REGISTERED US TRADEMARKS
AS OF FEBRUARY 17, 1999

				MARK	ACT DUE	DUE DATE
GEM 10.0-145	APPLICATION: REGISTRATION:	477,883 2,048,055	10JA1994 25MR1997	SLANTED BAR LOGO	SEC 8 & 15 RENEWAL LATERENEWL	25MR2003 25MR2007 25JE2007
GEM 10.0-146	APPLICATION: REGISTRATION:	474,484 2,014,090	27DE1993 05NO1996	GEMINI	SEC 8 & 15 RENEWAL LATERENEWL	05NO2002 05NO2006 03FE2007
GEM 10.0-146 DIV	APPLICATION: REGISTRATION:	802,058 1,955,204	27DE1994 06FE1996	GEMINI	SEC 8 & 15 RENEWAL LATERENEWL	06FE2002 06FE2006 06MY2006
GEM 10.0-147	APPLICATION: REGISTRATION:	477,881 2,021,156	10JA1994 03DE1996	SLANTED BAR LOGO	SEC 8 & 15 RENEWAL LATERENEWL	03DE2002 03DE2006 03MR2007
GEM 10.0-163	APPLICATION: REGISTRATION:	496,591 1,958,291	03MR1994 27FE1996	AXION	SEC 8 & 15 RENEWAL LATERENEWL	27FE2002 27FE2006 27MY2006
GEM 10.1-164	APPLICATION: REGISTRATION:	460,799 1,888,273	19NO1993 11AP1995	PC ACCESSORIES LOGO	SEC 8 & 15 RENEWAL LATERENEWL	11AP2001 11AP2005 11JL2005
GEM 10.0-165	APPLICATION: REGISTRATION:	497,883 2,042,198	07MR1994 04MR1997	MISCELLANEOUS DESIGN (SLANTED BAR LOGO)	SEC 8 & 15 RENEWAL LATERENEWL	04MR2001 04MR2001 04JE2001
GEM 10.0-166	APPLICATION: REGISTRATION:	497,857 2,044,069	07MR1994 11MR1997	MISCELLANEOUS DESIGN (SLANTED BAR LOGO V) (COLOR)	SEC 8 & 15 RENEWAL LATERENEWL	11MR2001 11MR2001 11JE2001
GEM 10.0-167	APPLICATION: REGISTRATION:	498,124 1,993,851	07MR1994 13AU1996	MISCELLANEOUS DESIGN (GEMINI BLOCK LOGO)	SEC 8 & 15 RENEWAL LATERENEWL	13AU2001 13AU2001 13NO2001
GEM 10.0-169	APPLICATION: REGISTRATION:	380,456 1,835,256	20AP1993 10MY1994	ADDISON TECHNOLOGY	SEC 8 & 15 RENEWAL LATERENEWL	10MY2001 10MY2001 10AU2001
GEM 10.0-174	APPLICATION: REGISTRATION:	563,820 1,971,885	22AU1994 30AP1996	MICROPULSE	SEC 8 & 15 RENEWAL LATERENEWL	30AP2001 30AP2001 30JL2001

ALL GEN REGISTERED US TRADEMARKS
AS OF FEBRUARY 17, 1999

				MARK	ACT DUE	DUE DATE
GEM 10.1-181	APPLICATION: REGISTRATION:	557,116 1,967,780	04AU1994 16AP1996	GENINI	SEC 8 & 15 RENEWAL LATERENEWL	16AP2002 16AP2006 16JL2006
GEM 10.0-183	APPLICATION: REGISTRATION:	580,581 1,974,335	30SE1994 14MY1996	SPAREPAK	SEC 8 & 15 RENEWAL LATERENEWL	14MY2002 14MY2006 14AU2006
GEM 10.0-184	APPLICATION: REGISTRATION:	580,582 1,974,336	30SE1994 14MY1996	ONLY REMOTE YOU NEED, THE	SEC 8 & 15 RENEWAL LATERENEWL	14MY2002 14MY2006 14AU2006
GEM 10.1-189 II	APPLICATION: REGISTRATION:	716,037 2,008,000	11AU1995 15OC1996	GENPOS	SEC 8 & 15 RENEWAL LATERENEWL	15OC2002 15OC2006 15JA2007
GEM 10.0-203	APPLICATION: REGISTRATION:	166,196 2,108,805	16SE1996 28OC1997	ERGOFORM	SEC 8 & 15 RENEWAL LATERENEWL	28OC2002 28OC2007 28JA2008
GEM 10.0-204	APPLICATION: REGISTRATION:	166,195 2,158,215	16SE1996 19MY1998	HOUSE CONTROLLER	SEC 8 & 15 RENEWAL LATERENEWL	19MY2001 19MY2006 19AU2008
GEM 10.0-208	APPLICATION: REGISTRATION:	161,757 2,151,831	06SE1996 21AP1998	MAVERICK	SEC 8 & 15 RENEWAL LATERENEWL	21AP2001 21AP2006 21JL2008

SCHEDULE B

PATENTS

[NOT INCLUDED]