

04-05-1999

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



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

101001593
COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original documents(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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

MCD 3.29.99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date

Name

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)

City

State/Country

Zip Code

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

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.)

04/02/1999 JSHABAZZ 00000147 75089A58

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
150.00 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: 1877 FRAME: 0483

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

860-275-8200

Name

Jacqueline E. Pennino, Esq.

Address (line 1)

Robinson & Cole LLP

Address (line 2)

280 Trumbull Street

Address (line 3)

Hartford, CT 06103-3597

Address (line 4)

Pages

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

#

4

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)

75/089858

1232913

2007612

1241294

2019029

1695060

2131092

Number of Properties

Enter the total number of properties involved.

#

7

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

190.00

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:

#

181685

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.

Jacqueline E. Pennino, Esq.

Name of Person Signing

Jacqueline E. Pennino (ach)

Signature

March 26, 1999

Date Signed

SCHEDULE A

TRADEMARKS	REG. NO.	REG. DATE
STEW LEONARD'S & DESIGN	1,232,913	03/29/83
STEW LEONARD'S	1,241,294	06/07/83
STEW LEONARD'S	3348648	09/26/97
OUR POLICY	1,695,060	06/16/92
STEW'S (Stylized)	2007,612	10/15/96
STEW'S	4015638	06/20/97
STEW LEONARD'S	8138	12/03/90
DESIGN OF MILKING COW	8123	11/19/90
BETHY'S BAKERY	2,019,029	11/26/96
MRS. LEONARD'S (Stylized)	2,131,092	01/20/98
DESIGN OF COW SPOTS	75/089,858	
STEW LEONARD'S	8137	12/03/90
DESIGN OF MILKING COW	8124	11/19/90

**GRANT OF SECURITY INTEREST IN AND MORTGAGE
OF UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, STEW LEONARD'S, a Connecticut general partnership (the "Grantor") with principal offices at 100 Westport Avenue, Norwalk, Connecticut hereby assigns, grants and mortgages to FLEET NATIONAL BANK, with principal offices at One Landmark Square, Stamford, CT 06901 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses symbolized by the Marks, and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.


THIS GRANT is entered into to secure the full and prompt performance and payment of all the Secured Obligations of the Grantor, as such term is defined in the Security Agreement between the Grantor and the Grantee dated as of October 28, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor such statements, documents or other instruments in writing as may be reasonably requested by Grantor releasing the security interest and mortgage in the Marks granted under this Agreement.

This Agreement has been entered into in conjunction with the security interest granted to the Grantee under the 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 Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Agreement are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

The undersigned have executed this Agreement as of October 28, 1998.

STEW LEONARD'S

**By: Marianne Leonard 1993 Trust,
General Partner**

By 
Name: Stewart J. Leonard, Jr.
Title: Trustee

FLEET NATIONAL BANK

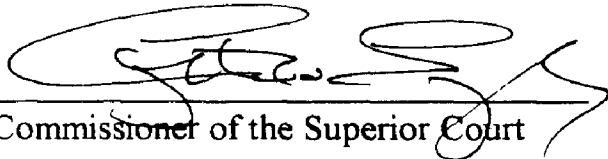
By 
Name: Andrew H. Harris
Title: Vice President

STATE OF CONNECTICUT)

) ss.: Stamford

COUNTY OF FAIRFIELD)

On this 29th day of October, 1998, before me personally came Stewart J. Leonard, Jr., who, being by me duly sworn, did state as follows: that he is a Trustee of the Marianne Leonard 1993 Trust, a General Partner of Stew Leonard's, that he is authorized to execute the foregoing on behalf of such general partnership and that he did so by authority of the general partners of such partnership.

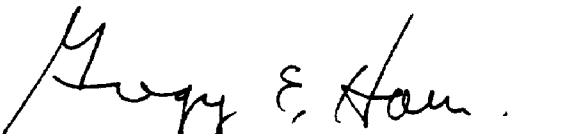

Commissioner of the Superior Court

STATE OF CONNECTICUT)

) ss.: Stamford

COUNTY OF FAIRFIELD)

On this 29th day of October, 1998, before me personally came Andrew H. Harris who, being by me duly sworn, did state as follows: that he is Vice President of FLEET NATIONAL BANK, that he is authorized to execute the foregoing Grant on behalf of such corporation and that he did so by authority of the Board of Directors of such corporation.


Commissioner of the Superior Court