

MAY 6-2-99

06-07-1999

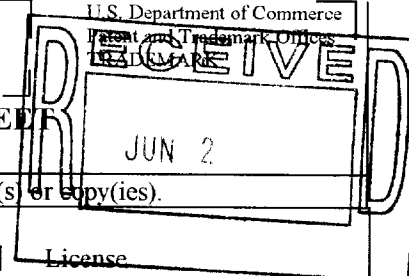
FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027



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101056663
TRADEMARKS ONLY

HEED



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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

7539074

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

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.)

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FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
500.00 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

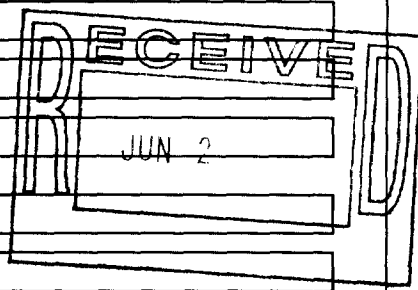
TRADEMARK
REEL: 001907 FRAME: 0494

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)

[Redacted address fields]



Correspondent Name and Address

Area Code and Telephone Number

860-275-8200

Name
Address (line 1)
Address (line 2)
Address (line 3)
Address (line 4)

Amy Span Wergeles, Esq.
Robinson & Cole LLP
280 Trumbull Street
Hartford, CT 06103

Pages

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

#

5

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)

75390756 75139581 75135605
75322723 75135272 75135604
75313162 75135273 73573598

2198549 1570946 1425751
1718142 1565245 1410517
1571399 1469788 1411046

Number of Properties

Enter the total number of properties involved.

#

21

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

540.00

Method of Payment:
Deposit Account

Enclosed

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

18-1685

Amy Span Wergeles

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.

Name of Person Signing

Signature

6/1/99
Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Enter Additional Receiving Party

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

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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)

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


FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, DOONEY & BOURKE, INC., a Connecticut corporation (the "Grantor") with principal offices at One Regent Street, Norwalk, Connecticut, 06855 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 AGREEMENT is entered into to secure the full and prompt performance and payment of all the Obligations of the Grantor, as such term is defined in the Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee dated as of February 12, 1999 (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 February 12, 1999.

DOONEY & BOURKE, INC.

By  _____
Name: *Philip R. Kinsley*
Title: *Vice President, Finance*

FLEET NATIONAL BANK

By  _____
Name: *Anthony McKiernan*
Title: *Vice President*

U.S. Federal Trademark Applications and Registrations

| <u>MARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> |
|---|-----------------|--|
| Cabrio | 75/390,756 | October 17, 1997 (Published 10/13/98) |
| Cabrio | 75/322,723 | July 11, 1997 (Published 9/22/98) |
| Cabriolet | 75/313,162 | June 23, 1997 (Published 08/04/98) |
| Design Only | 75/139,581 | July 22, 1996 |
| Design Only | 75/135,272 | July 15, 1996 (Approved 11/12/98) |
| Design Only | 75/135,273 | July 15, 1996 (Approved 11/12/98) |
| Design Only | 75/135,605 | July 15, 1996 (Approved 11/12/98) |
| Design Only | 75/135,604 | July 15, 1996 (Approved 11/12/98) |
| All-Weather Leather and Design | 73/573,598 | |
| Cabriolet | 2,198,549 | October 20, 1998 |
| DB Stylized Letters | 1,718,142 | September 22, 1992 |
| Dooney & Bourke All- Weather Leather and Design | 1,571,399 | December 12, 1989 |

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Schedule "A"

TRADEMARK
REEL: 001907 FRAME: 0499

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|--|-----------|--------------------|
| Dooney & Bourke All-Weather Leather and Design | 1,570,946 | December 12, 1989 |
| Dooney & Bourke | 1,565,245 | November 7, 1989 |
| All-Weather Leather Design Only | 1,469,788 | December 22, 1987 |
| Dooney & Bourke | 1,425,751 | January 20, 1987 |
| Dooney & Bourke | 1,410,517 | September 23, 1996 |
| DB Stylized Letters | 1,411,046 | September 30, 1986 |
| DB Stylized Letters | 1,354,065 | |
| Dooney & Bourke | 1,355,363 | August 20, 1985 |
| All-Weather Leather and Design | 1,354,064 | August 13, 1985 |

U.S. State Trademark Registrations

| <u>MARK</u> | <u>REG. NO.</u> | <u>REG. DATE</u> | <u>STATE</u> |
|--|-----------------|------------------|--------------|
| All-Weather Leather | 18400095 | August 19, 1993 | California |
| Dooney & Bourke | 18400098 | October 19, 1993 | California |
| Dooney & Bourke All-Weather Leather and Design | 18400099 | August 19, 1993 | California |
| Dooney & Bourke | 21900819 | June 14, 1994 | S. Carolina |
| All Weather Leather | 21900820 | June 14, 1994 | S. Carolina |
| All Weather Leather | 21900826 | June 17, 1994 | S. Carolina |
| Dooney & Bourke All-Weather Leather and Design | 34100206 | August 16, 1996 | Virginia |

| | | | |
|---------------------|----------|--------------------|----------|
| Dooney & Bourke | 34100207 | August 16, 1996 | Virginia |
| All Weather Leather | 34100208 | September 20, 1996 | Virginia |
| Dooney & Bourke | 40900595 | January 16, 1998 | Hawaii |