

06-17-1999



FORM PTC-1594

1-31-92

6-17-99

101069418

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks, please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Howard Berger Co., Inc.
808 Georgia Avenue
Brooklyn, New York 11207

MAD
6-17-99

- Individual(s)
- General Partnership
- Corporation-State New Jersey
- Other corporation - State of New York
- Association
- Limited Partnership

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):

Name: Summit Commercial/Gibraltar Corp.

Internal Address: 546 5th Avenue

Street Address: 546 5th Avenue

City: New York State: New York 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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark registration No.(s)

2145405, 2135045, 2154244, 2135044, 1259803,
2203993, 1129463, 1093580, 2190482, 1819957

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Michael A. Gallo, Sr., Esq.

Internal Address: Gallo Geffner Fenster, P.C.

Continental Plaza II

Street Address: 411 Hackensack Avenue
Hackensack, NJ 07601

City: Hackensack State: New Jersey ZIP: 07601

6. Total number of applications and registrations involved

10

7. Total fee (37 CFR 3.41) \$ 265.00

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

06/18/1999 DNGUYEN 00000114 2145405

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 225.00 DP

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is as true copy of the original document

Howard Berger
Name of Person Signing

June 10, 1999
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
Washington, D.C. 20231

750479

N:\COMMONMAG.SRIHOWARDBE.99\TRADEM-2.001

TRADEMARK
REEL: 001914 FRAME: 0102

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, HOWARD BERGER CO., INC., a corporation formed under the laws of the State of New York, located at 808 Georgia Avenue, Brooklyn, New York 11207 (the "Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, the Borrower is obligated to SUMMIT COMMERCIAL/ GIBRALTAR CORP. (the "Lender") located at 546 5th Avenue, New York, New York 10036, pursuant to (i) a certain Amended and Restated Credit and Security Agreement (hereinafter the "Agreement"), dated June 10, between the Lender and the Borrower; and

WHEREAS, pursuant to the Agreement, the Borrower granted to the Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Borrower does hereby assign unto the Lender and grant to the Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreement and in accordance with the terms and provisions thereof.

The Borrower expressly acknowledges and affirms that the rights and remedies of the Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreement.

Dated: June 10, 1999

ATTEST:
By: Howard Berger
Howard Berger
Assistant Secretary


HOWARD BERGER CO., INC.
By: Howard Berger
Howard Berger
President

ATTEST:
By: [Signature]

SUMMIT COMMERCIAL/
GIBRALTAR CORP.
By: [Signature]
Vice President

STATE OF NEW YORK }
 }
COUNTY OF NEW YORK }

On this 10th day of June, 1999, before me personally came Howard Berger, to me known, who, being by me duly sworn, did depose and say that he is the President of Howard Berger Co., Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.




Notary Public

LINDA J. TRACHTER
Notary Public, State of New York
No. 02TR4871568
Qualified in New York County
Commission Expires September 2, 2000

STATE OF NEW YORK }
 }
COUNTY OF NEW YORK }

On this 10th day of June, 1999, before me personally came Stewart J. Jensen, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Summit Commercial/Gibraltar Corp., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.



Notary Public

LINDA J. TRACHTER
Notary Public, State of New York
No. 02TR4871568
Qualified in New York County
Commission Expires September 2, 2000