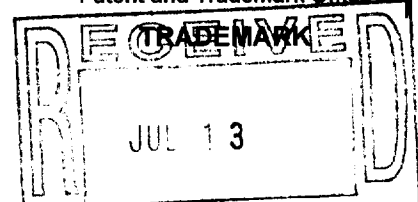


07-20-1999



7/13/99

101093426

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
- Security Agreement
- Merger
- Change of Name
- Other
- License
- Nunc Pro Tunc Assignment

Effective Date
Month Day Year
4 4 94

Mark if additional names of conveying parties attached

Conveying Party

Name

Execution Date
Month Day Year
4 4 94

Formerly

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

Receiving Party

Mark if additional names of conveying 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.)

07/20/1999 MTHA11 00000038 74167163

FOR OFFICE USE ONLY

01 EC 1001

40.00 OP
550.00 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

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

(214) 745-5299

Name

Kevin L. Smith, Esq.

Address (line 1)

Winstead Sechrest & Minick P.C.

Address (line 2)

5400 Renaissance Tower

Address (line 3)

1201 Elm Street

Address (line 4)

Dallas, Texas 75270

Pages

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

11

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)

74167163

0359533

0367247

0516733

0614144

0623309

0624710

0800848

0844803

1032221

Number of Properties

Enter the total number of properties involved.

23

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$ 590.00

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:

23-2426

Authorization to charge additional fees:

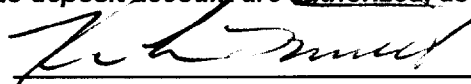
Yes

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.

Kevin L. Smith



July 8, 1999

Name of Person Signing

Signature

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 conveying parties attached

Enter Additional Receiving Party

Name

DBA/AK/A/T/A

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

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

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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1033886	1158096	1395705
1470736	1470737	1623638
1635463	1638232	1638351
1657412	1671123	1713670
1729216	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

TRADEMARK ASSIGNMENT BETWEEN LASALLE BUSINESS CREDIT, INC. AND
TBAC-PRINCE GARDNER, INC.

WHEREAS, LaSalle Business Credit, Inc., a Delaware corporation ("LaSalle") (formerly known as StanChart Business Credit, Inc.), as secured party pursuant to those two certain Trademark Collateral Security Agreements executed in connection with that certain Loan and Security Agreement dated as of January 27, 1993 between LaSalle and Prince Gardner Incorporated, a Delaware Corporation (the "DEBTOR")(LaSalle, in such capacity being hereinafter referred to as "ASSIGNOR") has been granted a security interest by the DEBTOR, in certain trademarks applied for and/or registered in the United States Patent and Trademark Office (as shown in Exhibit A attached hereto) and in foreign countries (as shown in Exhibit B attached hereto) which the DEBTOR has adopted, used, and is using and which the DEBTOR owns; and

WHEREAS, the ASSIGNOR, as secured party pursuant to the two said Trademark Collateral Security Agreements, has further been granted a security interest by the DEBTOR in certain common law trademarks which the DEBTOR has adopted, used, is using and which the DEBTOR owns; and

WHEREAS, TBAC-PRINCE GARDNER INC., a Delaware corporation ("ASSIGNEE"), having its principal offices at 690 East Lamar Boulevard, Suite 200, Arlington, Texas 76011, is desirous of acquiring both said registered trademarks and said common law trademarks (collectively, the "Trademarks").

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged and confessed, ASSIGNOR pursuant to Section 9-504 of the Uniform Commercial Code, hereby sells, assigns and transfers to ASSIGNEE and its successors, assigns and legal representatives, and ASSIGNEE does hereby accept, all of the DEBTOR's right, title and interest, including, but not limited to, rights to existing choses in action and the right to past damages associated therewith, in and to the Trademarks together with the goodwill of the business symbolized by the Trademarks and registrations thereof.

EXCEPT AS SPECIFICALLY PROVIDED IN THE FORECLOSURE AGREEMENT (hereinbelow defined) ASSIGNOR 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, DEBTOR'S BUSINESS OR PROSPECTS OR DEBTOR'S RIGHT, TITLE AND INTEREST IN AND TO THE TRADEMARKS, OR THE CONDITION, QUALITY, MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, NONINFRINGEMENT OR VALUE OF THE TRADEMARKS. THE TRADEMARKS ARE SOLD AND ASSIGNED TO THE EXTENT THEY ARE SUBJECT ASSETS (AS DEFINED IN THE FORECLOSURE AGREEMENT) WITHOUT RECOURSE ON AN ABSOLUTE "AS IS, WHERE IS" BASIS, EXCEPT AS OTHERWISE SPECIFICALLY PROVIDED IN THAT FORECLOSURE AGREEMENT DATED AS OF APRIL 4, 1994, BY AND AMONG ASSIGNEE, ASSIGNOR AND DEBTOR ("FORECLOSURE AGREEMENT"). THIS TRADEMARK ASSIGNMENT IS SUBJECT

TO, AND QUALIFIED IN ITS ENTIRETY BY, THE EXACT TERMS OF THE FORECLOSURE AGREEMENT.

ASSIGNOR further covenants that, upon the request of, and at the cost of, ASSIGNEE, ASSIGNEE will be provided promptly with all pertinent facts and documents relating to said Trademarks as may be known and reasonably accessible to ASSIGNOR and will testify as to the same in any interference, litigation or any proceeding related thereto and will promptly execute and deliver to ASSIGNEE or its legal representatives any and all papers, instruments or affidavits required to apply for, obtain, maintain, register and enforce said Trademarks and said equivalents thereof, in each case which ASSIGNEE may reasonably and in good faith deem necessary or desirable to carry out the purpose thereof.

Signed this 4th day of April, 1994.

ASSIGNOR:

LASALLE BUSINESS CREDIT, INC.

By: Mark J. Battag 4/4/94
Name : _____
Title: SVP

ASSIGNEE:

TBAC-PRINCE GARDNER, INC.

By: [Signature]
Name : _____
Title: v.p.

State of Missouri §
City of St. Louis §

On this 4th day of April, 1994, personally appeared Marty Battaglia, to me known and known to me to be a Senior Vice President of LaSalle Business Credit, Inc., the assignor above named, and acknowledged that he executed the foregoing Assignment on behalf of said assignor and pursuant to authority duly received.

SHELLY A. SETTLES
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 2, 1998

Shelly A. Settles

Notary Public

State of Missouri §
City of St. Louis §

On this 4th day of April, 1994, personally appeared Stanley T. Ninemire, to me known and known to me to be a Vice President of TBAC-Prince Gardner, Inc., the assignee above named, and acknowledged that he executed the foregoing Assignment on behalf of said assignee and pursuant to authority duly received.

SHELLY A. SETTLES
Notary Public - Notary Seal
STATE OF MISSOURI
St. Louis County
My Commission Expires: Jan. 2, 1998

Shelly A. Settles

Notary Public

EXHIBIT A
TO TRADEMARK ASSIGNMENT BETWEEN LASALLE BUSINESS CREDIT, INC.
AND TBAC-PRINCE GARDNER, INC.

UNITED STATES REGISTRATIONS

<u>MARK</u>	<u>REGISTRATION NUMBER</u>	<u>ISSUE DATE</u>
AN INVISIBLE STITCH BY PRINCE GARDNER AND DESIGN	0,359,533	08/23/38
THE PRINCESS GARDNER AND DESIGN	0,367,247	05/09/39
PRINCE GARDNER	0,516,773	10/25/49
PRINCESS GARDNER	0,614,144	10/18/55
THE "REGISTRAR"	0,623,309	03/20/56
THE REGISTRAR GENERAL	0,624,710	04/10/56
ADAPTA-SNAP	0,800,848	12/28/65
PRINCESS	0,844,803	02/27/68
PRINCESS GARDNER	1,032,221	02/03/76
GET-AWAY	1,033,886	02/17/76
KEY GARD	1,158,096	06/23/81
ROYALLE	1,395,705	06/03/86
PRINCESS GARDNER	1,470,736	12/29/87
PRINCE GARDNER	1,470,737	12/29/87
CEO	1,623,638	11/20/90
TUSCANY	1,635,463	02/19/91
PRINCE GARDNER	1,638,232	03/19/91
VIDA	1,638,351	03/19/91
FARGO	1,657,412	09/17/91
REIGN GEAR	1,671,123	01/07/92

SKRUBZ	1,713,670	09/08/92
MONACO	1,729,216	11/03/92
SKRUB-UBLES	167.163	

EXHIBIT B
TO TRADEMARK ASSIGNMENT BETWEEN LASALLE BUSINESS CREDIT, INC.
AND TBAC-PRINCE GARDNER, INC.

FOREIGN REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>	<u>ISSUE DATE</u>	<u>COUNTRY</u>
PRINCE GARDNER	1,377,179	03/30/90	ARGENTINA
PRINCE GARDNER	B231794	03/23/71	AUSTRALIA
PRINCE GARDNER	129593	02/13/90	AUSTRIA
PRINCE GARDNER	466944	05/02/90	BENELUX
PRINCE GARDNER	815325339	02/25/92	BRAZIL
PRINCE GARDNER (STYLIZED)	815325347	11/19/91	BRAZIL
PRINCE GARDNER	170954	09/04/70	CANADA
PRINCESS GARDNER	332000	06/28/88	CHILE
PRINCE GARDNER	75033	04/04/91	COSTA RICA
PRINCE GARDNER	73691	11/20/90	COSTA RICA
PRINCE GARDNER	48277	02/14/90	DOMINICAN REPUBLIC
PRINCE GARDNER	48334	02/14/90	DOMINICAN REPUBLIC
PRINCE GARDNER	1560673	05/02/90	FRANCE
PRINCE GARDNER	875811	07/02/69	GERMANY
PRINCE GARDNER	96269	12/17/92	GREECE
PRINCE GARDNER	B660/72	09/17/71	HONG KONG
PRINCE GARDNER	00573843	10/15/92	ITALY
PRINCE GARDNER	2569858	08/31/93	JAPAN
PRINCE GARDNER	7337	09/04/69	NETHERLANDS ANTILLES
PRINCE GARDNER	148313	01/02/92	NORWAY

PRINCE GARDNER	13102	02/09/71	PANAMA
PRINCE GARDNER	140123	06/01/90	PARAGUAY
PRINCE GARDNER	140124	06/01/90	PARAGUAY
PRINCE GARDNER	45764	07/14/89	PHILIPPINES
PRINCE GARDNER	16141	11/10/69	PUERTO RICO
PRINCE GARDNER	47235	09/04/69	SINGAPORE
PRINCE GARDNER	B69/3118	07/04/69	SOUTH AFRICA
PRINCESS GARDNER	B84/7176	10/02/85	SOUTH AFRICA
PRINCE GARDNER	594212	07/07/71	SPAIN
PRINCE GARDNER	337176	11/03/89	SWITZERLAND
PRINCE GARDNER	47375	07/25/73	THAILAND
PRINCE GARDNER	118643	11/27/89	TURKEY
PRINCESS GARDNER	1024369	11/03/75	UNITED KINGDOM
PRINCE GARDNER	233808	06/20/90	URUGUAY
PRINCE GARDNER	B69/3118	07/04/69	VENDA

PENDING FOREIGN APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>	<u>FILE DATE</u>	<u>COUNTRY</u>
PRINCE GARDNER	815325320	12/27/89	BRAZIL
PRINCE GARDNER	259517	10/31/89	PORTUGAL
PRINCE GARDNER	259518	10/31/89	PORTUGAL
PRINCE GARDNER			DENMARK

238: T0595-62200-PRIN
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