



06-18-1999

U.S. Patent & TMO/TM Mail Rcpt Dt. #11

07-26-1999



**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

101101359

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

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 Association
- 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.)

7/23/1999 DNGUYEN 00000201 1070624

FOR OFFICE USE ONLY

FC:481 40.00 OP
FC:482 425.00 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: 001933 FRAME: 0434

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)

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.)

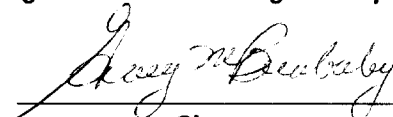
Deposit Account Number: #

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.

George M. Borababy
Name of Person Signing


Signature

6/8/99
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

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

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City

State/Country

Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

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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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TRADEMARK SECURITY AGREEMENT

[Fitz and Floyd]

WHEREAS, FITZ AND FLOYD, INC., a Delaware corporation (“Grantor”), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, certain affiliates of Grantor and Fleet Capital Corporation, a Rhode Island corporation (“Grantee”), are parties to that certain Loan and Security Agreement dated as of the date hereof (as heretofore or hereafter amended, modified and in effect from time to time, the “Loan Agreement”), providing for extensions of credit to be made by Grantee to Grantor and said affiliates; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Grantee a security interest in all of the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor’s trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Loan Agreement including, without limitation, the Obligations (as defined in the Loan Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor’s right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the “Trademark Collateral”), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;
- (2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and
- (3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to

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TRADEMARK
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the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Grantor and Grantee agree that in the event of a conflict between the terms of this Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.


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IN WITNESS WHEREOF, Grantor , through-its duty authorized officer, has caused this Trademark Security Agreement to be executed as of the 15^m day of April, 1997.

GRANTOR:

FITZ AND FLOYD, INC.

By: _____


John B. Walker, Jr.
Secretary and Treasurer

Acknowledged, agreed and accepted as
of the date hereof:


GRANTEE:

FLEET CAPITAL CORPORATION

By: _____

Name: _____

Title: _____


Joy L. Bartholomew
Vice President

ACKNOWLEDGMENT

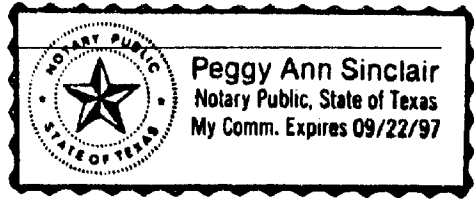
STATE OF TEXAS §
 § SS.
COUNTY OF Dallas §

On the 14th day of April, 1997 before me personally appeared Andrew B. Walker Jr. to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the ~~Secretary~~ Treasurer of Fitz and Floyd, Inc., who being by me duly sworn, did depose and say that he is the ~~Secretary~~ Treasurer of Fitz and Floyd, Inc., the corporation described in and which executed the foregoing instrument; that [s]he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that [s]he acknowledged said instrument to be the free act and deed of said corporation.

Peggy Sinclair
Notary Public

(Seal)

My commission expires:



SEE ATTACHED

SCHEDULE 1
to
TRADEMARK SECURITY AGREEMENT

Trademark Registrations

MARK

REG. NO.

DATE

Trademark Applications

Trademark Licenses

Name of Agreement

Parties

Date of Agreement

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TRADEMARK
REEL: 001933 FRAME: 0441

CRUTSINGER & BOOTH
 FITZ AND FLOYD MARKS

Date: April 7, 1997

Mark	Country	Recorded Owner	Reg. No./ App. No.	Reg. Date/Exp. Date	Comments
FF	U.S.	Fitz and Floyd, Inc. (Texas)	1,070,624	8/22/1977-9/2/1997	Renewal - 9/2/1997
FF	Italy	Fitz and Floyd, Inc. (Texas)	REN 406,809	9/2/1980-9/2/2000	Assignment not recorded
FF	Mexico	Fitz and Floyd, Inc. (Texas)	App. No. 105,737		App. pending -- advised Assoc. -- no further action.
FF	Portugal	Fitz and Floyd, Inc. (Texas)	271,912	2/17/1993-2/17/2003	Declaration due 2/17/98 No recordal of merger
FF	Great Britain	FFSC, Inc. (Delaware)	App. No. 1,450,437		App. Date - 12/13/1990 -- have not received registration -- assignment recorded
FF	Benelux	FFSC, Inc. (Delaware)	368,559	8/13/1980-8/14/2000	Renewed --assignment recorded
FF	Canada	FFSC, Inc. (Delaware)	227,430	4/28/1978-4/28/2008	Renewed -- assignment recorded
FF	Denmark	FFSC, Inc. (Delaware)	VR 02.695 1981	10/9/1981-10/9/2001	Assignment recorded
FF	France	FFSC, Inc. (Delaware)	1.606.613	7/27/1990-7/27/2000	Assignment recorded
FITZ AND FLOYD	U.S.	Fitz and Floyd, Inc. (Texas)	1,278,990	5/22/1984-5/22/2004	
FITZ AND FLOYD	Switzerland	FFSC, Inc. (Delaware)	310,421	10/24/1980-10/24/2000	Assignment recorded
FITZ AND FLOYD	Germany	Fitz and Floyd Inc. (Texas)	1,018,931	8/14/1980-8/14/2000	Assignment not recorded

CRUTSINGER & BOOTH
FITZ AND FLOYD MARKS

Date: April 7, 1997

Mark	Country	Recorded Owner	Reg. No./ App. No.	Reg. Date/Exp. Date	Comments
FITZ AND FLOYD	Italy	Fitz and Floyd Inc. (Texas)	N.406,808	9/2/1980-9/2/2000	Assignment not recorded
FITZ AND FLOYD	Mexico	Fitz and Floyd Inc. (Texas)	411,877	1/31/1991-1/31/2001	Declaration not filed -- advised Assoc. -- no further action
FITZ AND FLOYD	Portugal	Fitz and Floyd Inc. (Texas)	271,913	2/17/1993-2/17/2003	Declaration due 2/17/1998
FITZ AND FLOYD	Australia	FFSC, Inc. (Delaware)	B323,583	10/31/1978-10/31/1999	Renewed - assignment recorded
FITZ AND FLOYD	Australia	FFSC, Inc. (Delaware)	B368,583	11/25/1981-10/31/1999	Renewed - assignment recorded
FITZ AND FLOYD	Australia	FFSC, Inc. (Delaware)	A324,730	12/5/1985-12/5/1999	Renewed - assignment recorded
FITZ AND FLOYD	Benelux	FFSC, Inc. (Delaware)	368,558	8/14/1990-8/14/2000	Renewed - assignment recorded
FITZ AND FLOYD	Canada	FFSC, Inc. (Delaware)	225,464	1/20/1978-1/20/2008	Renewed - assignment recorded
FITZ AND FLOYD	Denmark	FFSC, Inc. (Delaware)	2695/1981	10/9/1991-10/9/2001	Renewed - assignment recorded
FITZ AND FLOYD	Great Britain	FFSC, Inc. (Delaware)	1,450,439	12/13/1990-12/13/1997	Assignment recorded - renewal due 12/13/1997
FITZ AND FLOYD	France	FFSC, Inc. (Delaware)	1.606.614	7/27/1990-7/27/2000	Assignment recorded
FF & DESIGN	U.S.	Fitz and Floyd, Inc. (Texas)	1,224,297	1/18/1983-1/18/2003	
FF FITZ AND FLOYD	West Germany	Fitz and Floyd, Inc. (Texas)	1,030,899	2/3/1981-2/3/2001	Renewed 2/3/1991

CRUTSINGER & BOOTH
FITZ AND FLOYD MARKS

Date: April 7, 1997

Mark	Country	Recorded Owner	Reg. No./ App. No.	Reg. Date/Exp. Date	Comments
FITZ AND FLOYD FF	Australia	FFSC, Inc. (Delaware)	B372,324	3/3/1982-3/3/2003	Renewed -- Assignment recorded
OCI LOGO	U.S.	Fitz and Floyd, Inc. (Texas) d.b.a. Omnibus Collection International	1,315,308	1/22/1985-1/22/2005	
OCI LOGO	Australia	FFSC, Inc. (Delaware)	B467069	7/28/1983-7/28/2004	Renewed -- Assignment recorded
OCI LOGO	Australia	FFSC, Inc. (Delaware)	B467,068	7/28/1983-7/28/2004	Renewed -- Assignment recorded
OCI LOGO	Australia	FFSC, Inc. (Delaware)	B394,820	7/28/1983-7/28/2004	Renewed -- Assignment recorded
OCI LOGO	Canada	FFSC, Inc. (Delaware)	316,976	8/1/1986-8/1/2001	Assignment recorded
OCI LOGO	Great Britain	FFSC, Inc. (Delaware)	B1204868	10/7/1983-10/7/2004	Renewed -- Assignment recorded
OMNIBUS COLLECTION INTERNATIONAL	U.S.	Fitz and Floyd (Texas) d.b.a. Omnibus Collection International	1,336,235 73/416,019	5/21/1985-5/21/2005	
OMNIBUS COLLECTION INTERNATIONAL	Australia	FFSC, Inc. (Delaware)	B460,356	7/28/1983-7/28/2004	Renewed -- Assignment recorded
OMNIBUS COLLECTION INTERNATIONAL	Australia	FFSC, Inc. (Delaware)	B394819	7/28/1983-7/28/2004	Renewed -- Assignment recorded
OMNIBUS COLLECTION INTERNATIONAL	Canada	FFSC, Inc. (Delaware)	TMA 334,976	12/4/1987-12/4/2002	Assignment recorded

CRUTSINGER & BOOTH
FITZ AND FLOYD MARKS

Date: April 7, 1997

Mark	Country	Recorded Owner	Reg. No./ App. No.	Reg. Date/Exp. Date	Comments
ROBERT FLOYD & DESIGN	U.S.	Fitz and Floyd, Inc. (Texas)	1,333,763 478,533	4/30/1985-4/30/2005	
RF DESIGN	U.S.	Fitz and Floyd, Inc. (Texas)	1,346,922 478,626	7/2/1985-7/2/2005	
BACK TO BACK FF FITZ & FLOYD LOGO	U.S.	Fitz and Floyd, Inc. (Texas)	1,667,664 74/062,789	3/3/1992-3/3/2002	8 & 15 declaration due 3/3/1998
AMERICAN BY DESIGN INTERNATIONAL BY STYLE	U.S.		1,865,822 74/423,482	12/6/1994-12/6/2004	
MOVERS AND SHAKERS	U.S.	FFSC, Inc. (Delaware)	1,828,895 74/267,092	3/29/1994-3/29/2004	
FLOPPY FOLKS	U.S.	FFSC, Inc. (Delaware)	1,836,815 74/268,783	5/17/1994-5/17/2004	
ENCHANTED FOREST	U.S.	Fitz and Floyd, Inc. (Delaware)	1,812,961 74/323,208	12/21/1993-12/21/2003	
HOLIDAY HAMLET	U.S.	Fitz and Floyd, Inc. (Delaware)	1,800,131 74/323,207	10/19/1993-10/19/2003	
AMERICAN SETTINGS COLLECTION	U.S.	FFSC, Inc. (Delaware)	1,895,140 74/431,234	5/23/1995-5/23/2005	
YULE TREE	U.S.	Fitz and Floyd, Inc. (Delaware)	1,833,358 74/334,028	4/26/1994-4/26/2004	
RENAISSANCE	U.S.	Fitz and Floyd, Inc. (Delaware)	1,786,792 74/337,446	8/10/1993-8/10/2003	

**CRUTSINGER & BOOTH
FITZ AND FLOYD MARKS**

Date: April 7, 1997

Mark	Country	Recorded Owner	Reg. No./ App. No.	Reg. Date/Exp. Date	Comments
MUGS BY DEFINITION	U.S.	Fitz and Floyd, Inc. (Delaware)	1,835,480 74/364,064	5/10/1994-5/10/2004	
CHARMING TAILS	U.S.	FFSC, Inc. (Delaware)	1,941,553 74/457,587	12/12/1995-12/12/2005	Original certificate in file
READY-LIT	U.S.	FFSC, Inc. (Delaware)	1,888,605 74/487,164	4/11/1995-4/11/2005	
PERFECT FIT	U.S.	FFSC, Inc. (Delaware)	1,902,254 74/487,161	6/27/1995-6/27/2005	
SILVESTRI	Great Britain	Silvestri Corp. (UK)			UK Assoc. ceased prosecution due to nonpayment