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Docket No.:  
014951/0146

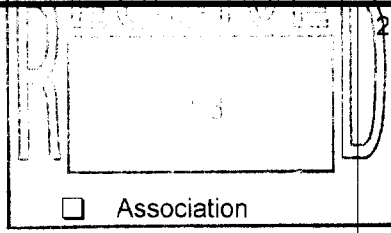
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To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):  
**WILCOX & GIBBS, INC.**

Individual(s)  
 General Partnership  
 Corporation-State **DELAWARE**  
 Other

Additional names(s) of conveying party(ies)  Yes  No



2. Name and address of receiving party(ies):  
Name: **ABLECO FINANCE LLC, as Agent**

Internal Address: \_\_\_\_\_

Street Address: **450 PARK AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation-State  
 Other **DELAWARE LIMITED LIABILITY COMPANY**

If assignee is not domiciled in the United States, a domestic designation is  Yes  N  
 (Designations must be a separate document from  
 Additional name(s) & address(es)  Yes  N

3. Nature of conveyance:  
 Assignment  
 Security Agreement  
 Other

Merger  
 Change of Name

Execution Date: **04201999**

4. Application number(s) or registration numbers(s):  
 A. Trademark Application No.(s)  
 Additional numbers

B. Trademark Registration No.(s)  
**SEE ATTACHED SCHEDULE**  
 Yes  No

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Name: **JOSHUA R. BRESSLER**  
 Internal Address: **SCHULTE ROTH & ZABEL LLP**  
 Street Address: **900 THIRD AVENUE**  
 City: **NEW YORK** State: **NY** ZIP: **10022**

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:  
**SCHULTE ROTH & ZABEL LLP - 500675**

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DO NOT USE THIS SPACE

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

9. 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.*

**JOSHUA R. BRESSLER**  
 Name of Person Signing

Signature

**JULY 22, 1999**  
 Date

Total number of pages including cover sheet, attachments, and

6

TRADEMARKS

Willcox & Gibbs, Inc.

ENTITY	REGISTRATION NO.	MARK
Willcox & Gibbs, Inc.	1,980,863	ARTWOOD PULLERS
	1,862,253	KUHLSEW
	871,624	PRIORITY OIL
	876,865	TRIPLE DEED
	871,036	POWER-KLENE
	869,376	ACE
	1,569,252	WILLCOX & GIBBS
	1,560,503	W&G
	2,127,573	REXEL
	2,124,121	REXEL

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ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Willcox & Gibbs, Inc, a debtor and a debtor-in-possession ("Assignor") has adopted, intends to use or has used and is using the trademarks and service marks listed on the annexed Appendix, which trademarks and service marks are registered in the United States Patent and Trademark Office and/or trademark offices or the equivalent thereof in any State thereof, or any other country or political subdivision thereof or applications therefor have been filed (the "Trademarks");

WHEREAS, Assignor is obligated to Ableco Finance LLC, a Delaware limited liability company, as lender under that certain Financing Agreement, dated April 20, 1999, between Assignor and Ableco Finance LLC (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), and as agent for itself and each person that purchases any portion of Ableco Finance LLC's rights and obligations under the Credit Agreement pursuant to Section 9.13 thereof, collectively, the "Assignee"), and Assignor has entered into a Security Agreement and Mortgage - Intellectual Property dated the date hereof (the "Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademark Collateral, together with the goodwill of the business symbolized by the Trademark Collateral and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Security Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

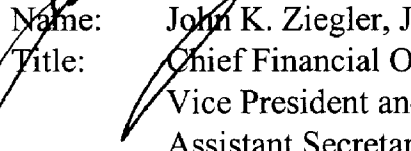
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 450 Park Avenue, 28th Floor, New York, New York 10022.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 20<sup>th</sup> day of April, 1999.

WILLCOX & GIBBS, INC,  
a Debtor and a Debtor-in-Possession

By: \_\_\_\_\_

  
Name: John K. Ziegler, Jr.  
Title: Chief Financial Officer,  
Vice President and  
Assistant Secretary

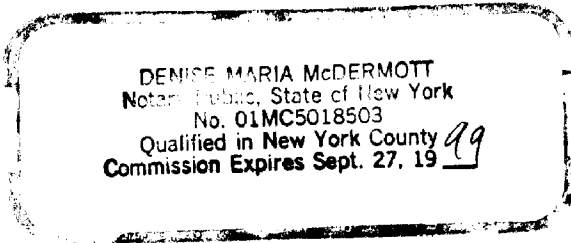
STATE OF NEW YORK )

) ss:

COUNTY OF NEW YORK )

On this 20<sup>th</sup> day of April 1999, before me personally appeared John K. Ziegler, Jr., to me known, who, being by me duly sworn, did depose and say that he resides at 72 Riverside Ave, Basking Ridge, NJ <sup>07020</sup> and that he is CEO, VP, & Asst Secy of Willcox & Gibbs, Inc, a debtor and a debtor-in-possession, described in and which executed the foregoing instrument and that he signed his name thereto pursuant to such authority.

Notary Public



*Denise Maria McDermott*

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Willcox & Gibbs, Inc.

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	869,376	ACE
	1,569,252	WILLCOX & GIBBS
	1,560,503	W&G
	2,127,573	REXEL
	2,124,121	REXEL
	014,178 (Canada)	GW WILLCOX & GIBBS SEWING MACHINE CO., NEW YORK & Design
	1473387 (France)	WG & Design
	669,537 (Taiwan)	UNIQUE

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