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Docket No.:

014951/0146



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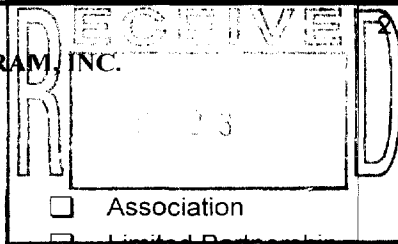
101102232

documents or copy thereof.

To the Honorable Commissioner of Patents and Tradem.

1. Name of conveying party(ies):

MACPHERSON MEISTERGRAM, INC.



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)
- General Partnership
- Corporation-State NORTH CAROLINA
- Other

- Association
- Limited Partnership

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

- 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)

75/464,758

B. Trademark Registration No.(s)

2,008,695 1,974,697 1,974,688  
1,498,689

Additional numbers

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: 5

7. Total fee (37 CFR 3.41): \$ 140.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

DO NOT USE THIS SPACE

07/26/1999 DMGUYEN 00000402 500675 75464758

01 FC:481 40.00 CH  
02 FC:402 100.00 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

ASSIGNMENT FOR SECURITY  
(OTHER INTELLECTUAL PROPERTY)

WHEREAS, Macpherson Meistergram, Inc., a debtor and a debtor-in-possession, or its predecessors-in-interest (collectively, "Assignor") has all right, title and interest to the Other Intellectual Property Collateral, as well as to Patent Collateral, Trademark Collateral, and Copyright Collateral not included within the Assignment For Security-Trademarks, Assignment For Security-Copyrights, and Assignment For Security-Patents (collectively referred to as "Additional Collateral");

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 Additional Collateral 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.

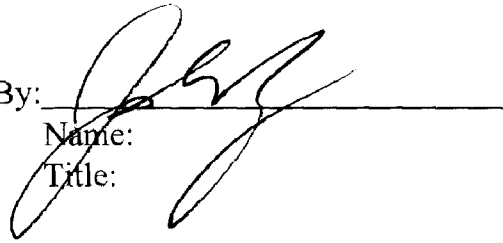
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 20<sup>th</sup> day of April 1999.

MACPHERSON MEISTERGRAM, INC.,  
a Debtor and a Debtor-in-Possession

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

Name:

Title:

A handwritten signature in black ink is written over a horizontal line. The signature is stylized and appears to be the initials 'JH'.

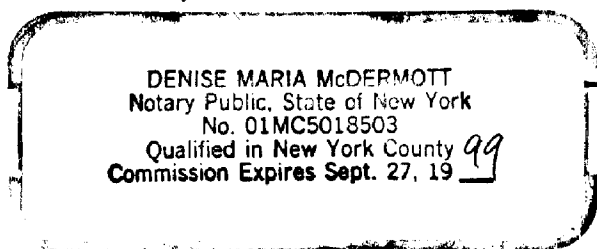
STATE OF NEW YORK )

) 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 07920 and that he is VP & Treasurer of Macpherson Meistergram, 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*

OTHER INTELLECTUAL PROPERTY

MACPHERSON MEISTERGRAM, INC.

PATENT APPLICATIONS

None

TRADEMARK APPLICATIONS

None

SERVICE MARKS

None

SERVICE MARK APPLICATIONS

	SERIAL NO.	MARK
Macpherson Meistergram, Inc.	75-464,758	THE EMBROIDERY STORE & Design

TRADE DRESS

None

LOGOS

	SERIAL NO.	MARK
Macpherson Meistergram, Inc.	75-464,758 (Pending)	THE EMBROIDERY STORE & Design
	2,008,695	MACPHERSON MEISTERGRAM & Design
	1,974,697	MACPHERSON MEISTERGRAM & Design
	1,974,688	MACPHERSON MEISTERGRAM & Design
	1,498,689	THE VITAL LINK & Design

## DOMAIN NAMES

None

## COPYRIGHT APPLICATION

None

## MASK WORK REGISTRATION

None

## MASK WORK APPLICATION

None

## CORPORATE NAMES

1. Macpherson Meistergram, Inc.

## TRADENAMES

1. Macpherson Meistergram
2. The Embroidery Store

## LICENSE AGREEMENTS

1. Agreement dated as of November 7, 1985 between and among Macpherson Meistergram Inc., as successor to Macpherson, Inc., Macpherson Monogram, Inc. and Meistergram, Inc., Barudan America, Inc. and Barudan Company, Ltd., as amended and modified as of the date hereof (Whereby Macpherson grants to Barudan certain intellectual property rights)

## BORROWER LICENSOR AGREEMENTS

1. Agreement dated as of November 7, 1985 between and among Macpherson Meistergram, Inc., as successor to Macpherson, Inc., Macpherson Monogram, Inc. and Meistergram, Inc., Barudan America, Inc. and Barudan Company, Ltd., as amended and modified as of the date hereof

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