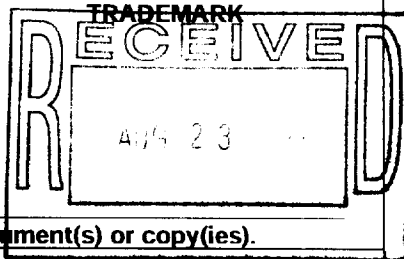


08-27-1999



101129790

TRADEMARK



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

Effective Date
Month Day Year
07081999

8-23-99

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year
07081999

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
- 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.)

08/26/1999 MTHAI1 00000169 75551312

FOR OFFICE USE ONLY

Q1 FC:481 40.00 OP
Q2 FC:482 825.00 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: 001949 FRAME: 0071

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)

<input type="text" value="75/551312"/>	<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" value="191430"/>	<input type="text" value="641498"/>	<input type="text" value="641499"/>
<input type="text" value="822393"/>	<input type="text" value="834846"/>	<input type="text" value="905608"/>
<input type="text" value="1078011"/>	<input type="text" value="1156555"/>	<input type="text" value="1179421"/>

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.

Anne W. Glazer

Name of Person Signing

Anne W. Glazer
Signature

8-23-99

Date Signed

RECORDATION FORM COVER SHEET

FORM PTO-1618C US Postal Service **CONTINUATION**
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U.S. Department of Commerce
 Patent and Trademark Office
TRADEMARK

Conveying Party EL282361255US
 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) _____

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 the Assignment.)

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)

1231271	1243812	1253117
1266502	1595621	1623868
1664285	1676024	1688447
1693381	1693399	1693400
1766065	1767058	1928092
1933046	1955209	1958366
2037692	2044856	2096571

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Patent and Trademark Office
TRADEMARK

Conveying Party EL282361255US

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)

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 the Assignment.)

Trademark Application Number(s) or Registration Number(s)

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property)

Mark if additional numbers attached

Trademark Application Number(s)

Registration Number(s)

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<input type="text"/>	<input type="text"/>	<input type="text"/>
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I hereby certify that the within instrument is a true, exact and complete copy of the original thereof.

Debra J. Lyman

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is entered into as of JULY 8, 1999, by and between BROWN & HALEY, a Washington corporation ("Debtor"), and WELLS FARGO BANK, NATIONAL ASSOCIATION ("Bank").

RECITALS

WHEREAS, Bank has extended or will hereafter extend credit to Debtor, and to secure its obligations to Bank, Debtor has executed various agreements, including without limitation, that certain Continuing Security Agreement: Rights to Payment and Inventory dated as of July 15, 1997, covering among other items, various proprietary rights and trademarks (which security agreement, together with any and all amendments and modifications thereto from time to time entered into, and any security agreements at any time hereafter executed in replacement and/or in substitution thereof and/or in addition thereto, shall be referred to herein as the "Security Agreement"); and

WHEREAS, Debtor and Bank wish to further clarify and declare their respective rights and obligations with regard to certain collateral in an instrument to be recorded with the United States Patent and Trademark Office and elsewhere.

NOW, THEREFORE, for valuable consideration, receipt of which is hereby acknowledged, Debtor and Bank hereby agree as follows:

1. Security Interests. Pursuant to the Security Agreement and subject to and upon the additional terms, covenants and conditions hereof, Debtor hereby grants to Bank a security interest in Debtor's entire right, title and interest in and to all of the following (the "Property"):

(a) all trademarks, service marks, trade names, proprietary labels and logos in which Debtor now has or at any time hereafter acquires an interest and the goodwill in Debtor's business and products associated with such trademarks, service marks, trade names, proprietary labels and logos;

(b) the right to sue, in Bank's name or joined with Debtor, for past, present or future infringements of rights in any such trademarks, service marks, trade names, proprietary labels and logos; and

(c) all Internet domain names now or hereafter registered to Debtor.

The Property shall include without limitation: (i) all trademarks, service marks and trade names, proprietary labels and logos described in Exhibit A attached hereto and incorporated herein by this reference and the Debtor's goodwill in its business associated with the same, (ii) all Internet domain names described in Exhibit B attached hereto and incorporated herein by this reference, and (iii) all registrations, renewals and/or extensions of any of the Property.

2. Obligations Secured. The security interest established by this Agreement secures payment of all indebtedness and performance of all obligations which may now or at any time hereafter be owed by Debtor to Bank, including without limitation, all obligations now existing or arising under or in connection with the Security Agreement, and/or in connection with any promissory note and/or loan agreement now or after any time hereafter executed by Debtor with Bank, including but not limited to that certain Credit Agreement between Debtor and Bank dated

as of July 15, 1997, and all amendments, modifications and extensions thereto, and substitutions or replacements therefor which may from time to time be entered into between Debtor and Bank (the "Loan Agreement"). Upon payment and performance in full of all of the obligations secured hereby, Bank, at Debtor's cost and expense, shall terminate its security interest in the Property.

3. Perfection of Security Interest. Debtor hereby covenants and agrees to prepare, execute, acknowledge, deliver and record or file such instruments and documents and to do and perform all other acts which may be necessary or which Bank deems necessary or appropriate to perfect and vest in favor of Bank a valid security interest in the Property. Concurrently with the filing of any trademark application or the acquisition of any interest in or to any trademark application or registration hereafter, Debtor shall duly execute, acknowledge and record in the applicable trademark office a Trademark Security Agreement substantially in the form of this Agreement; provided that Exhibit A to each such Trademark Security Agreement shall describe (with such particularity as may be required by said trademark office or other applicable governmental authorities or agencies from time to time) only the additional trademarks and applications which have not been previously recorded as subject to Bank's security interest, and provided that this Paragraph shall not apply to any application filed under Trademark Act Section 1(b) (15 USC § 1051(b)) until an allegation of use is filed. Debtor shall notify the Bank in advance of the registration of any new Internet domain name, so that the Bank may execute and file an appropriate financing statement.

4. Retention of Rights. Unless and until there shall have occurred and be continuing an Event of Default (as defined in the Security Agreement and the Loan Agreement), Debtor shall retain the right to use the Property in the ordinary course of Debtor's business. Debtor agrees neither to sell or assign its interest in, nor grant any license under, the Property, without the prior written consent of Bank; provided however, that Debtor may grant such bona fide licenses for good and valuable consideration as are necessary and usual in the ordinary course of Debtor's business as it is presently conducted and as it may be legally expanded, on the condition that such licenses so granted shall be subject to the terms and conditions of the Security Agreement and this Agreement.

5. Warranties. In addition to the representations and warranties made by Debtor in the Security Agreement, Debtor represents and warrants that:

(a) the Property listed on Exhibit A represents all of the U.S. and state registered trademarks, service marks and trade names and use-based applications therefor, owned by Debtor as of the date of this Agreement; and

(b) the Property listed on Exhibit B represents all of the Internet domain names registered to Debtor as of the date of this Agreement; and

(c) the information set forth in Exhibits A and B hereto is entirely correct.

6. Covenants. Debtor hereby covenants and agrees to cooperate with Bank in whatever manner may be necessary or which Bank may deem necessary or appropriate so that Bank may enjoy its rights and interests hereunder to the fullest extent. Such cooperation shall include, without limitation:

(a) prompt preparation and execution (at Debtor's expense) of all petitions, oaths, specifications, declarations or other papers that may be necessary or which Bank reasonably may deem necessary or appropriate for prosecuting or defending any trademark or other Property applications, registrations or applications for the registration, renewal or extension of any trademark or other Property in which Bank acquires a security interest hereunder and for

prosecuting interference proceedings involving any such Property applications pertaining to any such Property; and

(b) prompt assistance and cooperation (at Debtor's expense) in the prosecuting or defending of any legal actions or other proceedings involving any Property or application or registration pertaining to any Property in which Bank acquires a security interest hereunder, including without limitation, oppositions, cancellation proceedings, priority contests, public use proceedings and court actions alleging infringement or any other cause of action.

7. Defense of Property; Indemnity. Debtor hereby covenants and agrees promptly upon request of Bank to defend the Property and Bank's rights and interests therein and to promptly notify Bank of any event, occurrence or legal action which affects the Property or the rights of the parties in relation thereto. Debtor acknowledges that Bank may, but shall have no obligation whatsoever to, commence any legal action or other proceeding to defend the Property or to contest the use by any other party of the Property or any portion thereof. Debtor shall unconditionally indemnify Bank and hold Bank harmless from and against all claims, causes of action, damages, liability, costs and expenses, including reasonable attorneys' fees, that Bank may be subject to in connection with this Agreement except those arising out of the gross negligence or willful misconduct of Bank, including without limitation, Property infringement suits that may be brought against Bank.

8. Appointment. Bank shall have the right to, in the name of Debtor, or in the name of Bank or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Bank (and any of Bank's officers or employees or agents designated by Bank) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Bank deems necessary or advisable in order to perfect or continue perfected, maintain the priority or enforceability of or provide notice of Bank's security interest in, the Property, (ii) execute any and all other documents and instruments, and perform any and all acts and things for and on behalf of Debtor, which Bank may deem necessary or advisable to maintain, preserve, or protect the Property and to accomplish the purposes of this Agreement, including without limitation (A) to assert or retain any rights under any license agreement for any of the Property, (B) after the occurrence of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Property, and (C) after the occurrence of any Event of Default, to execute any and all applications, documents, papers and instruments for Bank to use the Property, to grant or issue any exclusive or non-exclusive license with respect to any Property, and to assign, convey or otherwise transfer title in or dispose of any of the Property; provided, however, that in no event shall Bank have the unilateral power, prior to the occurrence of an Event of Default, to assign any of the Property to any person, including itself, without Debtor's written consent. The foregoing shall in no way limit Bank's rights and remedies upon or after the occurrence of an Event of Default. This power of attorney, being coupled with an interest, is irrevocable until termination of the Agreement.

9. License. For the purpose of enabling Bank to exercise its rights and remedies hereunder or otherwise in connection with this Agreement, Debtor hereby grants to Bank an irrevocable, non-exclusive and assignable license (exercisable without payment of royalty or other compensation to Debtor) to use, license or sublicense any Property.

10. Defaults. Upon the failure of Debtor to pay when due any sums owing to Bank or upon occurrence of any Event of Default as defined in the Security Agreement, the Loan Agreement and/or any contract or instrument pursuant to which Debtor may at any time hereafter incur any liabilities, indebtedness or other obligations to Bank, subject to applicable cure provisions, if any, Bank shall have the rights and remedies available to a secured party under law

and/or expressly provided in the Security Agreement, the Loan Agreement and/or any such other contract or instrument. In addition, Bank shall have the right to sue for past infringement of the Property and to collect all damages and profits for past infringements.

If any Event of Default shall have occurred and be continuing, and following the giving of any notices required hereby, Bank shall have, in addition to all other rights and remedies given it by this Agreement and the Security Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Property may be located and, without limiting the generality of the foregoing, Bank may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Debtor, all of which are expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon the whole or from time to time any part of the Property or any interest which the Debtor may have therein, and after deducting from the proceeds of sale or other disposition of the Property all expenses (including all reasonable expenses for brokers' fees and legal services), shall apply the residue of such proceeds toward the payment of the obligations secured hereby. Any remainder of the proceeds after payment in full of such obligations shall be paid over to the Debtor or to such other party who may be entitled to such remaining proceeds. Notice of any sale or other disposition of the Property shall be given to Debtor at least five (5) days before the time of any intended public or private sale or other disposition of the Property is to be made, which Debtor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, any holder of any note or Bank may, to the extent permissible under applicable law, purchase the whole or any part thereof.

11. Relation to Security Agreement. This Agreement is a supplement to the Security Agreement, and Bank's rights and remedies, and Debtor's obligations and waivers, under the Security Agreement, and the interpretive principles stated in the Security Agreement shall be applicable hereunder; provided however, that this Agreement and the Security Agreement shall be construed together so as to grant Bank the greatest rights and remedies with regard to the Property; and provided further, that Bank's rights and remedies hereunder may be expressly modified by amendments to the Security Agreement from time to time.

12. Successors; Assigns. This Agreement shall be binding upon and inure to the benefit of the heirs, executors, administrators, legal representatives, successors and assigns of the parties; provided however, that Debtor may not assign this Agreement or any interest herein without Bank's prior written consent.

13. Enforceability. If any provision of this Agreement shall for any reason be unenforceable in any respect, such enforceability shall not affect any other provision hereof, and this Agreement shall be construed as if such unenforceable provisions had not been contained herein.


14. Governing Law. Except to the extent that Federal law preempts, this Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, Debtor and Bank hereby execute and acknowledge this Agreement as of the date first written above.

BROWN & HALEY

By: 

Title: Chairman + CEO

By: 

Title: EXEC V.P. & CFO

WELLS FARGO BANK,
NATIONAL ASSOCIATION

By: 

Title: Vice President

ATTACH NOTARY ACKNOWLEDGMENTS

EXHIBIT A
to
TRADEMARK SECURITY AGREEMENT
Dated as of July 8, 1999

U.S. Registrations

Registration Number	Trademark	Registration Date
191,430	Almond Roca	11/11/24
1,231,271	Almond Roca	03/15/83
2,191,144	Almond Roca	09/22/98
1,179,421	Almond Roca Brown & Haley & Design	11/24/81
1,958,366	America's Finest Confection	02/27/96
1,767,058	Belgian Cremes	04/20/93
2,096,571	Belgian Cremes	09/16/97
834,846	Brown & Haley	09/05/67
905,608	Brown & Haley Almond Roca	01/05/71
1,766,065	Brown & Haley Belgian Cremes	04/20/93
1,688,447	Brown & Haley Selections	05/19/92
1,933,046	Brown & Haley Stylized	11/07/95
641,498	Canterbury	01/12/57
1,928,092	Cherubs Design	10/17/95
2,220,622	Chocolate Sweeties	01/26/99
1,664,285	For All the Sweet Moments in Life	11/12/91
1,266,502	Gremlins	02/07/84
1,078,011	Heart of Roca	11/22/77
1,955,209	K King of My Heart & Design	02/06/96
641,499	Mountain	02/12/57
1,676,024	Mountain & Design	02/18/92
1,253,117	Mountain Chew & Design	10/04/83
1,595,621	Mountains	05/08/90
1,693,381	Queen of My Heart & Q Design	06/09/92
1,156,555	Roca	06/02/81
2,196,160	Roca	10/13/98
1,693,400	Roca Bar European White	06/09/92

Registration Number	Trademark	Registration Date
1,693,399	Roca Bits	06/09/92
2,037,692	Roca Nuggets	02/11/97
2,044,856	Roca Nuts	03/11/97
1,243,812	Signature	06/28/83
1,623,868	Signature Collection	11/20/90
822,393	Smart Card	01/17/67

U.S. Applications

U.S. Serial Number	Trademark	Application Date
75/551,312	Profile Head Design	09/11/98 (first use 06/96)

State Registrations

State and Registration Number	Trademark	Registration Date
Arkansas 1198	Roca	01/29/75
West Virginia 178161	Roca	04/30/45
Pennsylvania 0774770	Almond Roca	11/27/78

EXHIBIT B

ALMONDROCA.COM
TROOPHELPERS.COM
AMAZING-GIFTS.COM
BROWN-HALEY.COM
BROWNANDHALEY.COM
CHURCHHELPER.COM
CHURCHHELPER.NET
CHURCHHELPER.ORG
CHURCHHELPERS.COM
CHURCHHELPERS.NET
CHURCHHELPERS.ORG
MOUNTAINBAR.COM
SCHOOLHELPERS.COM
SCHOOLHELPER.NET
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ZINGOSMINTS.COM
ZINGOS.COM

STATE OF WASHINGTON)
) SS.
COUNTY OF PIERCE)

Be it remembered that on this 16TH day of AUGUST, 1999, before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within

named MARK T. HALEY AND CLARENCE GUIMOND

of BROWN & HALEY,
known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

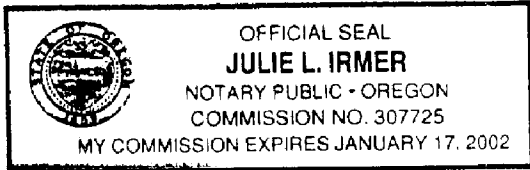
In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.

Judy Anderson
Notary Public for BROWN & HALEY
My Commission expires 05/15/00

STATE OF OREGON)
) SS.
COUNTY OF MULTNOMAH)

Be it remembered that on this 18TH day of **August, 1999** before me, the undersigned, a Notary Public in and for said County and State, personally appeared the within named **Debbie Ward, Vice President of Wells Fargo Bank, National Association**, known to me to be the identical individual described in and who executed the within instrument and acknowledged to me that he executed the same freely and voluntarily.

In testimony whereof, I have hereunto set my hand and affixed my official seal the day and year last above written.



Julie L. Irmer
Notary Public for OREGON
My Commission expires 1/17/2002

LANE
POWELL
SPEARS
LUBERSKY

LLP



Anne W. Glazer
(503) 778-2176
glazera@lanepowell.com

August 23, 1999

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97204 1383*

(503) 226-6151

*Facsimile:
(503) 224-0388*

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

Re: **Wells Fargo Bank/Brown & Haley — Recordation of Security Interest in
33 Registered Trademarks and 1 Trademark Application**

Conveying Party : Brown & Haley, a Washington corporation (“Debtor”)
Receiving Party : Wells Fargo Bank, National Association (“Bank”)
Registration Nos. : 191430, 641498, 641499, 822393, 834846, 905608,
1078011, 1156555, 1179421, 1231271, 1243812, 1253117,
1266502, 1595621, 1623868, 1664285, 1676024, 1688447,
1693381, 1693399, 1693400, 1766065, 1767058, 1928092,
1933046, 1955209, 1958366, 2037692, 2044856, 2096571,
2191144, 2196160, 2220622

Application No. : 75/551312

Our File No. 105727.0455

Dear Honorable Commissioner:

On behalf of Wells Fargo Bank, National Association, I submit the following items for filing:

1. Form PTO 1618, consisting of the recordation form cover sheet (pages 1 and 2) and form continuation sheets (two pages)
2. Trademark Security Agreement dated July 8, 1999 between Debtor and Bank
3. Our firm’s check for filing fees for 34 marks, in the amount of \$865 (\$40 for the first mark and \$25 for each additional mark)
4. A self-addressed stamped postcard to be date stamped and returned, acknowledging receipt of the enclosed items.

*Anchorage, AK
Fairbanks, AK
Los Angeles, CA
Mount Vernon, WA
Olympia, WA
Portland, OR
San Francisco, CA
Seattle, WA
London, England*

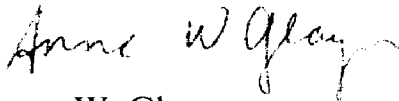
August 23, 1999

Page 2

The Commissioner is hereby authorized to charge any additional fees which may be required in connection with this registration or to credit any overpayment to Deposit Account No. 12-0277. A duplicate copy of this letter is also enclosed.

Very truly yours,

LANE POWELL SPEARS LUBERSKY LLP



Anne W. Glazer

AWG:NPN:htl

Enclosures

105727.0455\240078.1

EXPRESS MAIL CERTIFICATE

“Express Mail” mailing label no. EL282361255US

I hereby certify that this correspondence is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, V 22202-3513, and is being deposited with the United States Postal Service “Express Mail Post Office to Addressee” service on

(date) Aug 23, 1999

(print name) Helen T. Lyman

(signature) Helen T. Lyman

(date signed) August 23, 1999