

12-22-1999



101230447

Form PTO-1594
1-31-92

HEET
LY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks. Please enclose the attached original documents or copy thereof.

1. Name of conveying party(ies):
Perfecto Manufacturing, Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State - Delaware
 Other

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies):
Name: **Gleacher Capital LLC**

Internal Address: _____
 Street Address: **660 Madison Avenue, 17th Floor**
 City: **New York** State: **New York** ZIP: **10021-8405**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - Collateral Agent _____

3. Nature of conveyance: **12.3.99**

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: **July 20, 1999**

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
 (Designations must be a separate document from Assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/752,548

Trademark Registration No.(s)\
1,088,687

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: **Brian Jaenicke, Legal Assistant**
Internal Address: **White & Case LLP**

Street Address: **1155 Avenue of the Americas**
City: **New York** State: **NY** ZIP: **10036**

6. Total number of applications and registration involved **2**

7. Total fee (37 CFR 3.41): \$ **80.00**
 Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)
(Attach duplicate copy of this page if paying by deposit account)

12/21/1999 JSHABAZZ 00000119 75752548
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

DO NOT USE THIS SPACE

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.

Brian T. Jaenicke
Name of Person Signing

Brian T. Jaenicke
Signature

12/3/99
Date

Total number of pages comprising cover sheet: **1**

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

**Commissioner of Patents and Trademarks
 Box Assignments
 Washington, D.C. 20231**

Public burden reporting for this sample cover sheet is estimated to average about _____ minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

12/21/1999 JSHABAZZ 0011435700
 01 FC:481 40.00 OP
 02 FC:482 25.00 OP

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, PERFECTO MANUFACTURING, INC., a Delaware corporation (the "Assignor") with principal offices at 20975 Creek Road, Noblesville, IN 46060, hereby assigns and grants to Gleacher Capital LLC, as Collateral Agent, with principal offices at 660 Madison Avenue, 17th Floor, New York, New York 10021-8405 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks, (iii) the goodwill of the businesses with which the Marks are associated and (iv) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 20, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

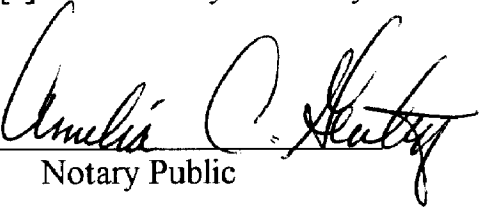
the 20th day of July, 1999.

PERFECTO MANUFACTURING, INC.,
Assignor

By Harvey Feinberg
Name: HARVEY FEINBERG
Title: VICE PRESIDENT

STATE OF MA)
) SS.:
COUNTY OF Suffolk)

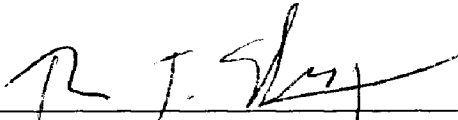
On this 20th day of July, 1999, before me personally came Harvey
Leinberg who, being by me duly sworn, did state as follows: that [s]he is
President of Perfecto Manufacturing, Inc., that [s]he is authorized to execute the
foregoing Assignment on behalf of said corporation and that [s]he did so by authority of the
Board of Directors of said corporation.



Notary Public

Amelia C. Gentry
Notary Public
My Commission Expires August 9, 2002

GLEACHER CAPITAL LLC,
as Collateral Agent and Assignee

By 
Name: MARK J. SZELEMBINSKI
Title: DIRECTOR

STATE OF NY)
) ss.:
COUNTY OF NY)

On this 23rd day of July, 1999, before me personally came Thomas Steiglechner who, being by me duly sworn, did state as follows: that ~~s~~he is Director of Gleacher Capital LLC that [s]he is authorized to execute the foregoing Assignment on behalf of said company and that [s]he did so by authority of the Board of Directors of said company.

Marie A. Gentile
Notary Public

MARIE A. GENTILE
Notary Public, State of New York
No. 4978708
Qualified in Suffolk County
Commission Expires April 8, 2001

United States Registered and Pending Trademarks:

<u>Marks:</u>	<u>Serial/Registration No.</u>	<u>Registration/Filing Date:</u>
PERFECTO	1088687	April 4, 1978
SHOLIGHTS and Design	75/752,548	July 16, 1999