

03-13-2000



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Y  
Docket No.:  
015390/0028

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

**RECEIVED**

1. Name of conveying party(ies):  
ARLEE HOME FASHIONS, INC. **110 FEB \*3 AT 10-41**  
**OPR/FINANCE**

Individual(s)                       Association  
 General Partnership               Limited Partnership  
 Corporation-State **DELAWARE**  
 Other \_\_\_\_\_

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

2. Name and address of receiving party(ies):

Name: The CIT Group/Commercial Services, Inc.  
Internal Address: \_\_\_\_\_  
Street Address: 1211 AVENUE OF THE AMERICAS  
City: NEW YORK                      State: NY      ZIP: 10036

Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_  
 Limited Partnership \_\_\_\_\_  
 Corporation-State NEW YORK  
 Other \_\_\_\_\_

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                       Merger  
 Security Agreement               Change of Name  
 Other \_\_\_\_\_

Execution Date: OCTOBER 14, 1999

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)  
SEE ATTACHED SCHEDULE

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: PAUL A. JUERGENSEN  
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:..... **6**

7. Total fee (37 CFR 3.41):.....\$ \$165.00

Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number:  
SCHULTE ROTH & ZABEL LLP - 500675

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.*

PAUL A. JUERGENSEN  
Name of Person Signing

*Paul A. Juergensen*  
Signature

FEBRUARY 3, 2000  
Date

Total number of pages including cover sheet, attachments, and

03/10/2000 VBRDME 00000174 50075

40.00 CH  
25.00 CH

SCHEDULE 1A

Security Agreement

Trademark

Registration No./Application No.

The Arlee Group

75/615,970

The Arlee Group

75/388,668

Craftique

2,191,912

For The Way You Live

75/409,830

Sleepquarters

75/608,324

Sutton Place

2,126,754

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Arlee Home Fashions, Inc. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated October 14, 1999 (the "Security Agreement") in favor of THE CIT GROUP/COMMERCIAL SERVICES, INC. (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has pledged and collaterally assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with, among other things, the good-will of the business symbolized by the Trademarks 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, the Assignor hereby pledges and collaterally assigns unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral 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.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the date hereof.

ARLEE HOME FASHIONS, INC

By: 

Name: DAVID FRANKEL

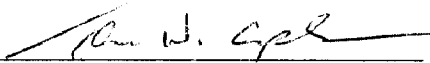
Title: VP

STATE OF NEW YORK

ss.:

COUNTY OF NEW YORK

On this 14<sup>th</sup> day of October, 1999, before me personally came David Frankel, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the Vice President of \_\_\_\_\_, a Delaware corporation, and that he executed the foregoing instrument in the firm name of \_\_\_\_\_, and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



**THOMAS W. CAPLIS**  
Notary Public, State of New York  
No. 01CA8024777  
Qualified in New York County  
Commission Expires May 17, 2001

TRADEMARK

REEL: 002033 FRAME: 0146

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