

05-02-2000

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To the Honorable Commissione

101341213

the attached original documents or copy thereof.

1. Name of conveying party(ies):
The CIT Group Business Credit, Inc. (successor by merger
to The CIT Group/Credit Finance, Inc.
1211 Avenue of the Americas
New York, New York 10036

- Individual(s)
- General Partnership
- Corporation-State: NY
- Other
- Association
- Limited Partnership

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

3. Nature of conveyances:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Trademark Security Agreement

Execution Date: March 30, 2000

2. Name and address of receiving party(ies):
Name: J. H. Thorp & Co., Inc.
Internal Address: _____
Street Address: 245 Newtown Road
City: Plainview, State: NY ZIP: 11803
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

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.(s)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Federal Research Corporation

Internal Address: _____

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41): \$ 1165.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

04/28/2000 DNGUYEN 00000350 1420087
FC:461 40.00 OP
FC:482 125.00 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

Stephanie Sciara Glaser
Name of Person Signing

Stephanie Sciara Glaser
Signature

4/4/00
Date

Total number of pages including coversheet, attachments and document: 8

Mail documents to be recorded with required coversheet information to:
Commissioner of Patents & Trademarks, Box Assignments
Washington, D.C. 20231

Additional Names and Addresses of Receiving Parties

Peter Schneider's Sons & Co. Inc.
245 Newtown Road
Plainview, NY 11803

Lee Behrens Silks, Ltd.
245 Newtown Road
Plainview, NY 11803

Decorator's Walk, Inc.
245 Newtown Road
Plainview, NY 11803

Decorative Screen Printers, Inc.
245 Newtown Road
Plainview, NY 11803

EXHIBIT A

<u>TRADEMARK</u>	<u>FEDERAL REGISTRATION NUMBER</u>	<u>REGISTRATION DATE</u>
<u>American</u>		
Museum Classics	#1,420,087	12/09/86
Logo	#835,644	09/19/67
Decorators Walk	#872,754	07/08/69
DW	#2,328,605	03/14/00
DW Decorators Walk & Design	#2,328,606	03/14/00
Free & Active	#1,428,088	02/10/87
<u>Canadian</u>		
Decorators Walk	#411,896	04/30/93

**SECURITY AGREEMENT TERMINATION AND RELEASE
(Trademarks)**

This Security Agreement Termination and Release (this "Termination") is made and entered into as of this 30 day of March, 2000 by and between J.H. Thorp & Co. Inc., Peter Schneider's Sons & Co. Inc., Lee Behrens Silks, Ltd., Decorators Walk, Inc. and Decorative Screen Printers, Inc. (collectively, the "Borrowers") and The CIT Group Business Credit, Inc. (successor by merger to The CIT Group/Credit Finance, Inc.) ("CIT").

RECITALS

A. Pursuant to that certain Trademark and License Mortgage, dated September 22, 1997 (the "Mortgage"), the Borrowers granted to CIT a security interest in all of Borrower's right, title and interest in and to all of its now existing and hereafter created or acquired: trademarks, trademark registrations, trademark applications, tradenames and tradestyles, service marks, service mark registrations and service mark registration applications, including, without limitation, the trademarks, tradenames, service marks, registrations and applications for registration listed on Schedule A attached hereto and hereby made a part hereof, and (a) renewals or extensions thereof, (b) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, damages and payments for past or future infringements thereof, (c) the right to sue for past, present and future infringements thereof, and (d) all rights corresponding thereto throughout the world (collectively, the "Trademark Collateral").

B. CIT filed the Mortgage for recordation with the United States Patent and Trademark Office.

C. CIT desires to terminate the Mortgage and release its security interest in the Trademark Collateral.

NOW, THEREFORE, in exchange for good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto do hereby covenant and agree as follows:

1. The Mortgage, and CIT's security interest in the Trademark Collateral (including the Trademark Collateral listed in Schedule A attached hereto), is hereby terminated and released.

2. CIT represents and warrants that it has the power and authority to execute this Termination.

3. CIT represents and warrants that it has not assigned or otherwise encumbered its security interest in the Trademark Collateral.

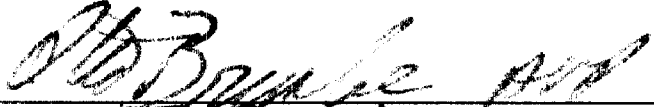
4. CIT hereby agrees at the Borrower's expense, to execute, acknowledge and deliver all such further instruments and to take all such further actions as may be reasonably requested and are required in order to more fully and effectively carry out the purposes of this Termination.

5. This Termination may be executed in any number of separate counterparts, each of which, when so executed, shall be deemed an original, and all of said counterparts taken together shall be deemed to constitute but one and the same instrument.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

"CIT"

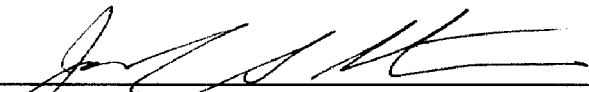
THE CIT GROUP BUSINESS CREDIT, INC.

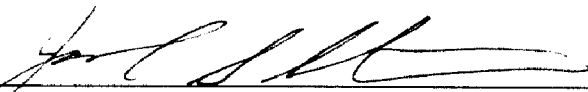
By: 
Name: ~~Stefan Lasek~~ *Otto Brumbe*
Title: ~~President~~ *Asst. Vice Pres*

"Borrowers"

J.H. THORP & CO. INC.

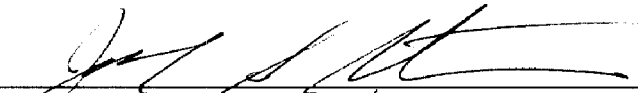
PETER SCHNEIDER'S SONS & CO. INC.

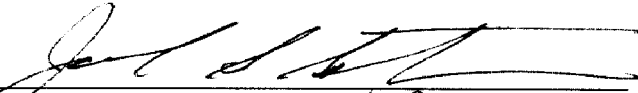
By: 
Name: ~~Stefan Lasek~~ *Joel S. Stern*
Title: ~~President~~ *Asst. Sec'y*

By: 
Name: ~~Stefan Lasek~~ *Joel S. Stern*
Title: ~~President~~ *Asst. Sec'y*


LEE BEHREN SILKS, LTD

DECORATOR'S WALK, INC.

By: 
Name: ~~Stefan Lasek~~ *Joel S. Stern*
Title: ~~President~~ *Asst. Sec'y*

By: 
Name: ~~Stefan Lasek~~ *Joel S. Stern*
Title: ~~President~~ *Asst. Sec'y*

DECORATIVE SCREEN PRINTERS, INC.

By: 
Name: ~~Stefan Lasek~~ *Joel S. Stern*
Title: ~~President~~ *Asst. Sec'y*

STATE OF NY)

COUNTY OF NY)^{SS}

On this 30 day of March, 2000, _____, the undersigned officer, personally appeared before me OTTO BAUNKE, known personally to me to be the ~~President~~ of the above-named corporation, and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity upon behalf of which the person acted, executed the instrument.

IN WITNESS WHEREOF, I have hereunto set my hand and official seal.

SRR

A.V.P.

Stanley R Karp
Notary Public
My Commission expires: 4/1/2000

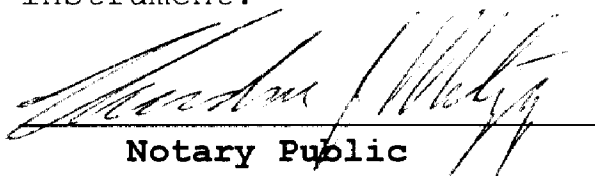
STANLEY R. KARP
Notary Public, State of New York
No. 02KA5057858
Qualified in Suffolk County
Commission Expires April 1, 2000

State of New York)

ss.:

County of New York)

On the 30th day of March, 2000, before me, the under-
signed, a Notary Public in and for said State, personally appeared
Joel S. Stern, personally known to me, or proved to me, on the
basis of satisfactory evidence, to be the individual whose name is
subscribed to the within instrument, and acknowledged to me that he
executed the same in his capacities, and that by his signatures on
the instrument, the individual, or the persons upon behalf of which
the individual acted, executed the instrument.


Notary Public

THEODORE J. METZGER
NOTARY PUBLIC, State of New York
No. 31-4714904
Qualified in New York County
Commission Expires April 30, 2000