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To the Honorable Commissioner of Pa.

Attached original documents or copy thereof.

1. Name of conveying party(ies):  
McGinley Mills, Inc.  
100 Kuebler Road  
Easton, Pennsylvania 18040

- Individual(s)
- General Partnership
- Corporation-State: NJ
- Other \_\_\_\_\_
- Association
- Limited Partnership

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

3. Nature of conveyances:

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

Execution Date: March 30, 2000

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

Name: Wells Fargo Business Credit, Inc.

Internal Address: \_\_\_\_\_

Street Address: 119 West 40th Street

City: New York State: NY ZIP: 10018

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporation-State Ny
- 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: \_\_\_\_\_

2

7. Total fee (37 CFR 3.41): \_\_\_\_\_ \$ 65.00

- 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 00000351 1410700

DO NOT USE THIS SPACE

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

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

Daphne E. Schmitt

Name of Person Signing

Signature

April 4, 2000

Date

Total number of pages including coversheet, attachments and document: \_\_\_\_\_

4

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

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated March 30, 2000, by and between McGinley Mills, Inc. and Wells Fargo Business Credit, Inc.

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
1,410,700	9/23/86	Decorative Ribbon
1,411,439	9/30/86	McGinley Mills

**TRADEMARK ASSIGNMENT OF SECURITY**

WHEREAS, McGinley Mills, Inc., a corporation formed under the laws of the State of New Jersey, located at 100 Kuebler Road, Northampton, Easton, Pennsylvania 18040 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Wells Fargo Business Credit, Inc. ("Lender") pursuant to (i) a certain Credit and Security Agreement, dated the date hereof, between Lender and Borrower and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Lender and grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
March 30, 2000

Witness:

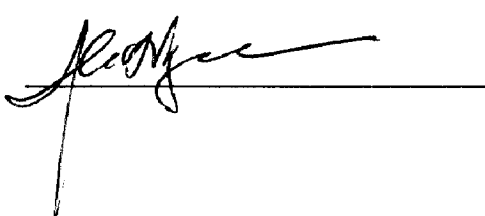


MCGINLEY MILLS, INC.

By: 

Name: Richard Barndt  
Its: Chief Financial Officer and Secretary

Witness:




WELLS FARGO BUSINESS CREDIT, INC.

By: 

Name: Maryrose Bolick  
Its: First Vice President

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

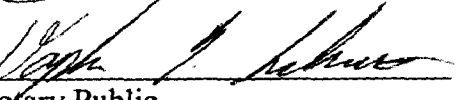
On this 30<sup>th</sup> day of March, 2000, before me personally came Richard Barndt, to me known, who, being by me duly sworn, did depose and say that he is the Chief Financial Officer and Secretary of McGinley Mills, Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

  
Notary Public

DAPHNE E. SCHMITT  
Notary Public, State of New York  
No. 5008515  
Qualified in Onondaga County  
My Commission Expires February 22, 1999  
2001

STATE OF NEW YORK )  
 : ss.:  
COUNTY OF NEW YORK )

On this 30<sup>th</sup> day of March, 2000, before me personally came Margose Bakiets, to me known, who, being by me duly sworn, did depose and say that s/he is the First Vice Pres of Wells Fargo Business Credit, Inc., the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.

  
Notary Public

DAPHNE E. SCHMITT  
Notary Public, State of New York  
No. 5008515  
Qualified in Onondaga County  
My Commission Expires February 22, 1999  
2001