



4/25/00

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

101356461

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

1. Name of conveying party(ies):
DELTA HOLDINGS, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State New York
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and Address of receiving party(ies)
Name: BANC OF AMERICA COMMERCIAL CORPORATION
Address: 335 Madison Avenue-6th Floor
New York, New York 10017

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: March 21, 2000

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State Georgia
 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 No.(s) _____ B. Trademark Registration No.(s) 2121669
2212193
Additional numbers attached? Yes No 2121670
1821446

5. Name and address of party to whom correspondence concerning document should be mailed:
Cowan, Liebowitz & Latman, P.C.
1133 Avenue of the Americas
New York, NY 10036-6799

Dorothy R. Whitney

6. Total number of applications and registrations involved: 4

7. Total fee (37 CFR 3.41)..... \$ 115.00
 Enclosed
 Any deficiency is authorized to be charged to
 Deposit Account No. 03-3415.

8. Deposit Account No. 03-3415
(Attach duplicate copy of this page if paying by deposit account)

05/12/2000 JSWBAZZ 00000288 2121669

01 FC:481 40.00 OP
02 FC:482 75.00 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.

Dorothy R. Whitney [Signature] April 24, 2000
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 16

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

TRADEMARK COLLATERAL SECURITY AGREEMENT

THIS AGREEMENT is made on the 21ST day of March, 2000 by and between **Delta Holdings, Inc.**, a New York corporation, having an office at having an office at 525 7th Avenue, New York, New York ("Borrower") and ~~Bank of America Commercial Finance~~ Bank of America Commercial Corporation, having an office at 335 Madison Avenue, 6th Floor, New York, New York 10017 ("B of A").

BACKGROUND

WHEREAS, Borrower and B of A are party to, among other things, a Factoring Agreement (the "Factoring Agreement") dated December 23, 1997, pursuant to which B of A has made loans to Borrower secured by, inter alia, substantially all of Borrower's assets, including all of Borrower's right, title and interest in and to the Trademarks (as defined below) owned by Borrower. The Factoring Agreement and other ancillary agreements may collectively be referred to herein and the "Financing Agreements;" and

WHEREAS, this Security Agreement, covering Trademarks shall serve as collateral security for the obligations of Borrower to B of A pursuant to the Financing Agreements and is hereby incorporated therein and made a part thereof. B of A shall have the right to foreclose simultaneously on the Trademarks and other collateral pledged or otherwise securing the obligations evidenced by the Financing Agreements in the event of the occurrence of an event of default thereunder (an "Event of Default").

NOW, THEREFORE, in consideration of the premises and the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged. Borrower and B of A agree as follows:

1. Defined Terms. Unless otherwise defined herein, capitalized terms shall have the meaning ascribed to them in the Financing Agreements and the following terms shall mean, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Licenses" shall mean any trademark license agreements which Borrower may enter into with respect to the Trademarks with B of A's written consent, which consent shall not be unreasonably withheld or delayed.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Borrower

from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Security Agreement" shall mean this Security Agreement, as the same may from time to time be amended or supplemented.

"Sticki Agreement" shall mean the agreement between Borrower and Sticki, Inc. dated August 31, 1997 pertaining to the "Finity" trademark, a copy of which is attached hereto as Exhibit "A".

"Trademarks" shall mean the U.S. registered trademarks shown in the attached Schedule A, and all right, title and interest therein and thereto, and all registrations, applications and recordings thereof, including, without limitation, applications, registrations and recordings in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, and any foreign country, all ~~whether~~ now owned ~~or hereafter acquired~~ by Borrower.

2. Grant of Security Interest. As collateral security for the prompt payment of the obligations of Borrower under the Financing Agreements, Borrower hereby grants and conveys to B of A (subject to the terms of the Stick Agreement) a security interest in and to (a) the entire right, title and interest of Borrower in and to the Trademarks, including the registrations and applications appurtenant thereto, listed in Schedule A hereto (as the same may be amended pursuant hereto from time to time), including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and any foreign country and the goodwill and inherent value of the business to which each of the Trademarks relates and (b) all of Borrower's right, title and interest in, to and under the following:

(a) all Licenses;

(b) all Receivables, contract rights and general intangibles arising under or relating to each and every License (including, without limitation, (A) all moneys due and to become due under any License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Borrower to terminate any such License or to perform and to exercise all remedies thereunder); and,

(c) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this Paragraph 2 is hereinafter collectively called the "Collateral."

3. Representations and Warranties. Borrower covenants and warrants that as of the date of this Security Agreement:

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Borrower's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim that the use of any of the Trademarks violates the rights of any third person;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, licenses, registered user agreements and covenants by Borrower not to sue third persons), and except as may arise under the Sticki Agreement the Licenses referred to in Schedule I attached hereto;

(e) Borrower has the right to enter into this Security Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Security Agreement, proper statutory notice, where appropriate, in connection with his use of the Trademarks; and

(g) Borrower has used, and will continue to use for the duration of this Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks.

4. Right of Inspection. Without limiting Borrower's right to determine quality, Borrower hereby grants to B of A and its employees and agents the right during, without in any way limiting BOFA's rights in such regard provided under any other agreement upon reasonable notice (unless there exists an Event of Default in which event no notice need be given) normal business hours to visit Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times during regular business hours. Borrower shall use its best efforts to do any and all acts required by B of A to ensure Borrower's compliance with paragraph 3 (g) above.

5. Assignment of Royalties. Borrower hereby assigns to B of A all rights to ask, demand, collect, and receive any and all moneys due and to become due under any License subject to the terms of the Sticki Agreement and, in the name of Borrower or its own name or otherwise, and upon the occurrence and during the continuance of an Event of Default, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License. Upon the occurrence and during the continuance of an Event of Default, Borrower will instruct all Licensees to pay all royalties and other fees directly to B of A at one or more mailing addresses as disclosed by B of A.

6. Covenants. Borrower covenants and agrees with B of A that from and after the date of this Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation; Pledge of Instruments. At any time and from time to time, upon the written request of B of A, Borrower will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as B of A may reasonably deem desirable in obtaining the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Borrower also hereby authorizes B of A to file any such financing or continuation statement without the signature of Borrower to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to B of A hereunder, duly endorsed in a manner satisfactory to B of A.

(b) Maintenance of Trademarks. Borrower will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value, and shall notify B of A promptly if it knows of any reason or has reason to know of any ground under which this result may occur. Borrower shall take appropriate action at its expense to halt the infringement of the Trademarks and shall properly exercise its duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule I.

(c) Indemnification.

(i) Borrower assumes all responsibility and liability arising from the use of the Trademarks, and Borrower hereby indemnifies and holds B of A harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of Borrower's use of the Trademarks, excluding those claims arising out of the gross negligence or willful misconduct of B of A

(ii) In any suit, proceeding or action brought by B of A under any License for any sum owing thereunder, or to enforce any provisions of such License, Borrower will indemnify and keep B of A harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach by Borrower of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Borrower, and all such obligations of Borrower shall be and remain enforceable against and only against Borrower and shall not be enforceable against B of A.

(d) Limitation of Liens on Collateral. Borrower will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of B of A in and to any of Borrower's rights under the Licenses and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Borrower will not (i) amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral, without the written consent of B of A, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License (other than any right of termination), without the prior written consent of B of A, or (iii) fail to deliver to B of A a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

(f) Notices. Borrower will advise B of A promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of any of the Collateral or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Borrower shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license, or otherwise dispose of any of the Collateral, without prior written consent of B of A which consent shall not be unreasonably withheld or delayed.

7. B of A's Appointment as Attorney-in-Fact.

(a) Borrower hereby irrevocably constitutes and appoints B of A and any officer or agent thereof, with full power of substitution, as his true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Borrower and in the name of Borrower or in its own name, from time to time in B of A's reasonable discretion, for the purposes of carrying out the terms of this Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement and, without limiting the generality of the foregoing, hereby gives B of A the power and right, on behalf of Borrower, to do the following:

(i) Upon the occurrence and continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Borrower or its own name or otherwise subject to the Sticki Agreement, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by B of A for the purpose of collecting any and all such moneys due under any License whenever payable;

(ii) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) Upon the occurrence and continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment subject to the Sticki Agreement of any and all moneys due and to become due thereunder directly to B of A or as B of A shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Borrower with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as B of A may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though B of A were the absolute owner thereof for all purposes, and to do, at B of A's option all acts and things which B of A deems necessary to protect, preserve or realize upon the Collateral and B of A's security interest therein, in order to effect the intent of this Security Agreement, all as fully and effectively as Borrower might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Borrower further agrees to execute any additional documents which B of A may require in order to confirm this power of attorney, or which B of A may deem necessary to enforce any of its rights contained in this Security Agreement.

(b) The powers conferred on B of A hereunder are solely to protect its interests in the Collateral to the extent necessary to obtain the payment in full of the Obligations and shall not impose any duty upon it to exercise any such powers. B of A shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Borrower for any act or failure to act, except for its own gross negligence or willful misconduct. B of A shall notify Borrower promptly of any action it may take in its capacity as attorney-in-fact under this section 7.

(c) Borrower also authorizes B of A to execute, in connection with the sale provided for in this Paragraph 9 of this Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Borrower is executing and delivering to B of A, in the form of Schedule II hereto, ten (10) originals of a Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to Paragraph 8 hereof.

9. Performance by B of A of Borrower's Obligations. If Borrower fails to perform or comply with any of its agreements contained herein and B of A, as provided for by the terms of this Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the reasonable expenses of B of A incurred in connection with such performance or compliance shall be payable by Borrower on demand and shall constitute obligations secured hereby.

10. Remedies, Rights Upon Even of Default.

(a) If an Event of Default shall occur and be continuing:

(i) All payments received by Borrower (other than those due to Sticki, Inc. under the Sticki Agreement) under or in connection with any of the Collateral shall be held by Borrower in trust for B of A, shall be segregated from other funds of Borrower and shall, forthwith upon receipt by Borrower, be turned over to B of A, in the same form as received by Borrower (duly endorsed by Borrower to B of A, if required); and

(ii) Any and all such payments so received by B of A (whether from Borrower or otherwise) may, in the sole discretion of B of A, be held by B of A as collateral security for, and/or then or at any time thereafter applied in whole or in part by B of A against all or any part of the Obligations in such order as B of A shall elect. Any balance of such payments held by B of A and remaining after payment in full of all the Obligations shall be paid over to Borrower or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur, B of A may exercise in addition to all other rights and remedies granted to it in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Borrower shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which B of A is entitled. Borrower shall also be liable for the reasonable fees of any attorneys employed by B of A to collect any such deficiency and also as to any reasonable attorney's fees incurred by B of A with respect to the collection of any of the Obligations and the enforcement of any of B of A's respective rights hereunder.

11. Termination. At such time as Borrower shall completely pay in full, in cash, all of the Obligations and the Financing Agreements are terminated, this Security Agreement shall terminate and B of A shall execute and deliver to Borrower all such releases, deeds, assignments and other instruments as may be necessary or proper to re-vest in Borrower full title to the Trademarks, subject to any disposition thereof which may have been made by B of A pursuant hereto.

12. Notices. Any notice to B of A or Borrower under this Security Agreement shall be given in the manner and to the parties designated in the Financing Agreements.

13. No Waiver. No course of dealing between Borrower and B of A, nor any failure to exercise, nor any delay in exercising, on the part of B of A, any right, power or privilege hereunder or under the Financing Agreements shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of B of A's rights and remedies with respect to the Collateral, whether established hereby or by the Financing Agreements, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of this Security Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

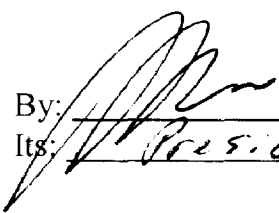
16. No Modification Except in Writing. This Security Agreement is subject to modification only by a writing signed by the parties, except as provided in Paragraphs 5 and 7.

17. Successors and Assigns. The benefits and burdens of this Security Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

18. Governing Law. The validity and interpretation of this Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

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

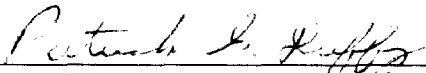
Delta Holding, Inc.

By: 
Its: President

ATTEST


Secretary

BANC OF AMERICA COMMERCIAL CORPORATION
~~BANK OF AMERICA COMMERCIAL FINANCE~~

By: 
Name: PATRICIA L. KUFFLER
Title: SVP

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated March 21, 2000,
by and between Borrower and ~~Bank of America Commercial Finance~~ Banc of America Commercial Corporation.

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
2,121,669	"FINITY"	U.S.	12/16/97
2,212,193	"FINITY STUDIO"	U.S.	12/20/96
2,121,670	"FINITY NATURALS"	U.S.	12/16/97
1,821,446	"FINITY"	U.S.	2/16/94

SCHEDULE I

LICENSES

NONE

SCHEDULE II

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)

: SS.:


COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that **Delta Holdings, Inc.** ("Borrower"), a New York corporation having an address at 525 7th Avenue, New York, New York, pursuant to a Trademark Collateral Security Agreement, dated the date hereof (as amended, modified, restated or supplemented from time to time, the "Security Agreement"), hereby appoints and constitutes ~~Bank of America Commercial Corporation~~ ~~of America Commercial Finance~~, with offices at 335 Madison Avenue, 6th Floor, New York, New York 10017 (hereafter called the "B of A"), its true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Borrower:

1. Assigning, selling or otherwise disposing of all right, title and interest of Borrower in and to the Trademarks listed on Schedule A of the Security Agreement, and all registrations and recordings thereof, and all pending applications therefor, and for the purpose of the recording, registering and filing of, or accomplishing any other formality with respect to the foregoing, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose;
2. To execute any and all documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as B of A may in its sole discretion determine.

This power of attorney is made pursuant to the Trademark Collateral Security Agreement, dated as of March 21, 2000, between Borrower and B of A and may not be revoked until the payment in full of all Obligations as defined in such Security Agreement.

Delta Holdings, Inc.

By: 
Its: _____

ATTEST

Secretary

STATE OF NEW YORK)

SS.:

COUNTY OF NEW YORK)

Before me, the undersigned, on this 7th day of March, 2000, personally appeared Albert Spadaro to me known personally, and who being by me duly sworn, deposes and says that he is the President of Delta Holdings, Inc., and that he was authorized to sign his name thereto on behalf of said corporation.

Gladys Goldsmith
NOTARY PUBLIC
My Commission Expires: 6/30/01

GLADYS GOLDSMITH
Notary Public, State of New York
No. 43-4513367
Qualified in Richmond County
Commission Expires June 30, 2001

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Delta Holdings, Inc., a New York corporation ("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 ~~Bank of America Commercial Finance~~ Banc of America Commercial Corporation ("B of A"), having an office at 335 Madison Avenue, 6th floor, New York, New York 10017, pursuant to (i) a certain Factoring Agreement dated December 23, 1997 and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof made by Borrower in favor of B of A (the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to B of A a security interest in the Marks, the goodwill 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 B of A and grant to B of A a security interest in and to the Marks, together with the goodwill symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure the Guaranty and 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 B of A with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York

[Signature]
(above)

Delta Holdings, Inc.

By *[Signature]*
As President

ATTEST:

[Signature]
Secretary

STATE OF NEW YORK)

COUNTY OF NEW YORK)

SS.:

Before me, the undersigned, on this 20th day of March, 2000, personally appeared Albert Speach, to me known personally, and who being by me duly sworn, deposes and says that he is the President of Delta Holdings, Inc., and that he was authorized to sign his name thereto on behalf of said corporation.

Gladys Goldsmith
NOTARY PUBLIC
My Commission Expires:

GLADYS GOLDSMITH
Notary Public, State of New York
No. 43-4513367
Qualified in Richmond County
Commission Expires June 30, 2001

SCHEDULE A

Schedule A to a Trademark Collateral Security Agreement dated March 21, 2000 by and between **Delta Holdings, Inc.** and ~~Bank of America Commercial Finance~~ **Bank of America Commercial Corporation.**

<u>Reg. No. or Application No.</u>	<u>Mark</u>	<u>Country</u>	<u>Reg. or Filing Date</u>
2,121,669	"FINITY"	U.S.	12/16/97
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2,121,670	"FINITY NATURALS"	U.S.	12/16/97
1,821,446	"FINITY"	U.S.	2/16/94