

07-10-2000



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CPR/FINANCE

**RECORDATION FORM COVER SHEET
TRADEMARKS ONLY**

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type		Conveyance Type	
<input checked="" type="checkbox"/> New	6.5.00	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Resubmission (Non-Recordation)	Document ID # []	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment
<input type="checkbox"/> Correction of PTO Error	Reel # [] Frame # []	<input type="checkbox"/> Merger	Effective Date Month Day Year []
<input type="checkbox"/> Corrective Document	Reel # [] Frame # []	<input type="checkbox"/> Change of Name	[]
		<input type="checkbox"/> Other	[]

Conveying Party Mark if additional names of conveying parties attached

Name: Bamboo Abbott, Inc., d/b/a Prestige Window Fashions

Execution Date: 06 06 2000

Formerly: []

Individual General Partnership Limited Partnership Corporation Association

Other: []

Citizenship/State of Incorporation/Organization: New Jersey

Receiving Party Mark if additional names of conveying parties attached

Name: The CIT Group/Business Credit, Inc.

DBA/AKA/TA: []

Composed of: []

Address (line 1): 1211 Avenue of the Americas

Address (line 2): []

Address (line 3): New York NY 10036

City: New York State/Country: NY Zip Code: 10036

Individual General Partnership Limited Partnership Association

Corporation Association

Other: []

Citizenship/State of Incorporation/Organization: Delaware

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment)

07/07/2000 DNGUYEN 00000292 75520066

01 FC:481 40.00 OP

02 FC:482 400.00 OP

FOR OFFICE USE ONLY

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
REEL: 002097 FRAME: 0787

Expires 06/30/99
OMB 0651-0027

06/15 PM 2:10
COPY/FINANCE

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

215-564-8703

Name

Andrea H. Levenson, Paralegal

Address (line 1)

c/o Stradley Ronon Stevens & Young, LLP

Address (line 2)

2600 One Commerce Square

Address (line 3)

Philadelphia, PA 19103

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document # including any attachments.

5

Trademark Application Number(s) or Registration Number(s)



Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75-520066	75-588542	75-687894	1,905,658	2,202,338	
75-520779	75-687292	75-687896	2,078,783	2,140,680	
75-588540	75-674784	75-687897	2,298,468	2,283,106	

Number of Properties

Enter the total number of properties involved.

#

17

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

440.00 €

Method of Payment:

Enclosed

Deposit Account

Deposit account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

Andrea H. Levenson

Name of Person Signing

Signature

6/9/2000

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

7

Conveying Party

Mark if additional names of conveying parties attached

Enter Additional Conveying Party

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City

State/Country

Zip Code

Individual General Partnership Limited Partnership
 Corporation Association
 Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (*Designation must be a separate document from Assignment*)

Citizenship/State of Incorporation/Organization

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

75-687895	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
75-687898	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text"/>
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Assignment for Security

Trademarks

WHEREAS, BAMBOO ABBOTT, INC., d/b/a Prestige Window Fashions, a New Jersey corporation (herein referred to as "Assignor"), has adopted, used and is using, or has an intention to use the trademarks listed in Schedule 1-A attached hereto and made a part hereof, which trademarks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks and trade names listed in Schedule 1-B attached hereto and made a part hereof (collectively, the "Trademarks");

WHEREAS, Assignor is obligated to THE CIT GROUP/BUSINESS CREDIT, INC., a Delaware corporation (herein referred to as "Assignee"), and has entered into a Trademark and Patent Security Agreement dated the date hereof (the "Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest to Assignor in and to the Trademarks, together with the goodwill 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, all as more fully described in the Agreement (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is 1211 Avenue of the Americas, New York, New York 10036.

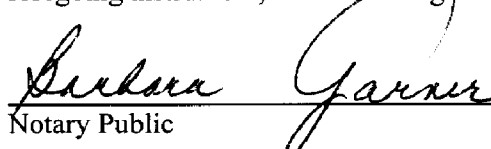
IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its duly authorized officer as of the 6 day of June, 2000.

BAMBOO ABBOTT, INC., d/b/a Prestige Window Fashions

By:  _____
Joel S. Botwick, President

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

On this 6th day of June, 2000, before me personally came Joel S. Botwick, to me known, who being duly sworn, did depose and say, that he is the President of Bamboo Abbott, Inc., d/b/a Prestige Window Fashions, 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

BARBARA GARNER
Notary Public, State of New York
No. 01GA5065133
Qualified in Nassau County
Certificate filed in New York County
Commission Expires Sept. 3, 2000

Doc. #316539 v.02

TRADEMARK
REEL: 002097 FRAME: 0790

SCHEDULE 1-A

Trademarks and Applications

U.S. Registered Trademarks

Mark	Registration #	Effective Date	Expiration Date
Prestige	1,905,658	July 18, 1995	A cancellation proceeding has been filed at the Trademark Trial and Appeal Board and is now pending.
Distinctive Woods	2,078,783	July 15, 1997	
Exclusives	2,298,468	December 7, 1999	
Natural Woods	2,202,338	November 3, 1998	
Doverwood Blinds	2,140,680	March 3, 1998	
Siena Collection	2,283,106	October 5, 1999	

U.S. Applications

Mark	Serial No.	App. Date	Comment
Florentine	75520066	July 16, 1998	An office action making final a refusal to register the mark has been mailed.
Shutter Craft	75520779	July 17, 1998	Abandoned, Applicant failed to respond to an office action.
Renaissance	75588540	November 13, 1998	Notice of Allowance has been issued.
Connoisseur	75588542	November 13, 1998	Notice of Allowance has been issued.
Solitude	75687292	April 16, 1999	Notice of Allowance has been issued.
Streamline	75674784	April 6, 1999	Notice of Allowance has been issued.

Parfait	75687894	April 16, 1999	No final determination has been made.
Nocturne	75687896	April 16, 1999	An office action suspending further action on the application has been mailed.
Colonnade	75687897	April 16, 1999	No final determination has been made.
Soft Dimensions	75687895	April 16, 1989	Notice of Allowance has been issued.
Perspective	75687898	April 16, 1999	No final determination has been made.

Foreign Registered Trademarks

N/A

<u>Mark</u>	<u>Registration #</u>	<u>Effective Date</u>	<u>Expiration Date</u>
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State Registered Trademarks

N/A

SCHEDULE 1-B

N/A

Common Law Trademarks

N/A

Trademark

Date of First Use

Comment

Common Law Trade Names

N/A

Trade Name

Date of First Use

Comment

SPECIAL POWER OF ATTORNEY

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

KNOW ALL MEN BY THESE PRESENTS, that BAMBOO ABBOTT, INC., d/b/a PRESTIGE WINDOW FASHIONS, having an office at 195 Raritan Center Parkway, Edison, New Jersey 08818 (hereinafter "**Borrower**"), hereby appoints and constitutes THE CIT GROUP/BUSINESS CREDIT, INC. ("**Lender**"), and each officer thereof, 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. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of right, title, and interest of Borrower in and to any trademarks or patents and all registrations, recordings, reissues, continuations, continuations-in-part, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its sole discretion, deems necessary or advisable to further the purposes described in subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Borrower and Lender of even date herewith (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all Borrower's "**Obligations**", as such term is defined in the Security Agreement.

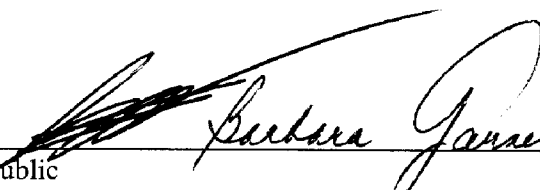
Dated: June 6, 2000

BAMBOO ABBOTT, INC., d/b/a Prestige Window Fashions

By: 
Joel Botwick, President

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

On this 6th day of June, 2000, before me personally came Joel Botwick, to me known, who being duly sworn, did depose and say, that he is the President of Bamboo Abbott, Inc., d/b/a Prestige Window Fashions, 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

BARBARA GARNER
Notary Public, State of New York
No. 01GA5065133
Qualified in Nassau County
Certificate filed in New York County
Commission Expires Sept. 3, 2000

Doc. #316536 v.02

Direct Dial: (215) 564-8703
Email: alevenson@stradley.com

June 12, 2000

VIA CERTIFIED MAIL/

RETURN RECEIPT REQUESTED

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

**RE: Bamboo Abbott, Inc., d/b/a Prestige Window Fashions("Assignor")
The CIT Group/Credit Finance, Inc. ("Assignee")**


Dear Madam or Sir:

Enclosed for filing with your office please find the following documents for the above named parties:

1. Assignment for Security – Trademarks
2. Trademark Recordation Form Cover Sheet
3. Check #130136 for \$440.00 for Trademark Assignment filing fee.
4. Power of Attorney

Please file these documents and return evidence thereof to the undersigned. Also, please note that this filing is a security agreement, and not a full assignment. If you have any questions or comments, please do not hesitate to contact me.

Very truly yours,


Andrea H. Levenson
Corporate Paralegal

Enclosures

cc: Colin M. Daly, Esq.