

MPA 7-10-00
Box ASSIGNMENTS

08-01-2000



101419615

Hon. Commissioner of Patents and Trademar
Washington, DC 20231

Sir: Please record the attached original assignment, having the following particulars:

Attorney Docket: 1200-000

Registration Nos.	1,267,268	1,610,610
	1,292,988	1,725,818
	1,294,448	1,739,915
	1,302,702	1,837,426
	1,454,386	1,999,499

RECEIVED
10:11:00

Assignor(s): Zachar Ltd.
c/o The Chase Manhattan Bank
(as Collateral Agent and Secured Party of Zachar Ltd.)
330 Madison Avenue, New York, NY 10017

Assignee(s): Parigi International Inc. (a New York corporation)
525 Seventh Avenue, New York, NY 10018

Address of assignee(s): 525 Seventh Avenue, New York, NY 10018

Nature of enclosed document: **ASSIGNMENT AND BILL OF SALE OF TRADEMARKS**

Total number of applications/registrations involved: 10

Amount of fee enclosed: \$265.00
(Please charge any deficiency to deposit account No. 19-0748)

Date of execution of enclosure: July 29, 1999

All correspondence, including *the recorded document should be sent to the address at the bottom* .

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.

Date: July 6, 2000

Name: Meyer A. Gross

Total number of pages, including cover sheet, attachments, and document: 4

07/31/2000 DNGUYEN 00000323 1267260
40.00 OP
225.00 OP

ASSIGNMENT AND BILL OF SALE OF TRADEMARKS

This Assignment and Bill of Sale of Trademarks made this 20th day of July 1999 by The Chase Manhattan Bank as Collateral Agent, with a place of business at 330 Madison Avenue, New York, New York 10017, as Secured Party of Zachar Ltd. ("Assignor"), a New Jersey corporation to Parigi International Inc., a New York corporation ("Assignee"), with a place of business at 525 Seventh Avenue, New York, New York 10018.

WHEREAS, by virtue of (i) Intellectual Property Pledge and Security Agreement dated March 25, 1998 from Kenar Enterprises, Ltd. and Other Guarantors Named Therein to The Chase Manhattan Bank as Collateral Agent and (ii) Grant of Security Interest in United States Trademarks and Patents by Zachar Ltd. to The Chase Manhattan Bank as Collateral Agent dated March 25, 1998 (collectively, the "Security Agreements"), Zachar Ltd. granted a security interest in, among other things, certain registered trademarks owned by it, which are set forth on Exhibit A annexed hereto (the "Collateral"), to Assignor as Secured Party, as security for the Obligations as defined therein; and

WHEREAS, by virtue of the occurrence of one or more Events of Default as defined in the Security Agreements, Assignor is authorized pursuant to the Security Agreements and the New York Uniform Commercial Code to sell the Collateral; and

WHEREAS, by Notice of Private Sale of Collateral dated June 18, 1999, Chase duly notified Zachar Ltd. of the intended sale of the Collateral;

NOW, THEREFORE, in accordance with the Security Agreements and the New York Uniform Commercial Code, Assignor hereby sells and assigns all of Zachar Ltd.'s right, title and interest in and to the Collateral, together with the goodwill of the business symbolized by said trademarks and the registrations thereof to Assignee in consideration of the payment by Assignee to Assignor of \$88,800.00, receipt of which is hereby acknowledged.

It is agreed as a condition of this sale that the Assignor makes no representations whatsoever as to the Collateral, specifically excluding any representations or warranties concerning the title or rights in the Collateral of Zachar Ltd. and subject to any claims that the Collateral infringes upon the rights of others. Assignor's sole representation is that it has a security interest in the Collateral pursuant to the Security Agreements and that it has the right to sell the Collateral pursuant to the Security Agreements and applicable law. Assignee represents that it has independently conducted its own investigation of the Collateral and is not relying on any representations of Assignor not set forth herein. The sale of the Collateral hereunder is free and clear of Assignor's security interest.

THE CHASE MANHATTAN BANK
as Collateral Agent, Assignor

By: 

~~Douglas A. Jonks~~
~~Vice President~~

~~Roger A. Odell~~
Managing Director

ACCEPTED:

PARIGI INTERNATIONAL INC., Assignee

By: [Signature]
[Name] Lyn L. Yu
[Title] Vice President

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

On the 29th day of July 1999, before me personally came Douglas A. Jenks, to me known, who, being by me duly sworn, did depose and say that he is a Vice President of The Chase Manhattan Bank, the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by authority of the board of directors of said corporation and that he signed his name thereto by like authority.

[Signature]
DOUGLAS JENKS
Notary Public, State of NY
No. 4800719
Qualified in Dutchess County
Term Expires December 31, 1999

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

On the 4 day of July 1999, before me personally came Lyn L. Yu, to me known, who, being by me duly sworn, did depose and say that he is the Vice President of Parigi International, Inc., the corporation described in and which executed the foregoing instrument; that he knows the seal of said corporation; that the seal affixed to said instrument is such corporate seal; that it was so affixed by order of the board of directors of said corporation and that he signed his name thereto by like order.

[Signature]
Notary Public



EXHIBIT A

Trademark	Registration No.	Application Date
Abe Schrader	1,267,268	30SE1982
Schrader	1,302,702	30SE1982
Schrader Active Sport	1,294,448	30SE1982
Schrader Sport	1,739,915	30AU1990
Gillian	1,999,499	21JL1995
Gillian	1,725,818	20MY1991
Gillian	1,837,426	20AU1993
Gillian Perrie	1,292,988	28AP1983
St. Gillian	1,454,386	20NY1986
A.J. Bari	1,610,610	28MY1985

Trade-mark	Reg. No.	Reg. Date	Renewal Date
A.J. BARI & Design	361,955	Nov. 3, 1989	Nov. 3, 2004
BICHON BY SARA EDWARDS Design	403,592	Oct. 9, 1992	Oct. 9, 2007
GILLIAN Design	403,593	Oct. 9, 1992	Oct. 9, 2007
GILLIAN PERRIE Design	298,523	Dec. 28, 1984	Dec. 28, 1999
S.I.L.K.S. BY ST. GILLIAN & Design	359,265	Aug. 4, 1989	Aug. 4, 2004
ST. GILLIAN Design	222,922	Sept. 9, 1977	Sept. 9, 2007

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