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FORM PTO-1618A

Expires 06/30/99

OMB 0651-0027



U.S. Department of Commerce
Patent and Trademark Office

TRADEMARK

REC-1101503950
TRADEMARKS ONLY

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

Submission Type

- New
- Resubmission
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other --Notice of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name Garnet Hill, Inc.

Execution Date

Formerly

Month Day Year

07 25 2000

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization -- New Hampshire

Receiving Party

Mark if additional names of receiving attached

Name Fleet National Bank

DBA/AKA/TA

1829433

Composed of

Address (line 1) 100 Federal Street

Address (line 2) MA DE 10007G

Address (line 3) Boston
City

MA
State/Country

02110-2010
Zip Code

- Individual General Partnership Limited Partnership
- Corporation Association
- Other -- National Banking Association
- Citizenship/State of Incorporation/Organization

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.)

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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: 002165 FRAME: 0877

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 (617) 570-1292

Name Miriam J. Rovner
Address (line 1) Goodwin, Procter & Hoar LLP
Address (line 2) Exchange Place
Address (line 3) 53 State Street
Address (line 4) Boston, MA 02109-2881

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

3

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)

1,829,433

Number of Properties

Enter the total number of properties involved

1

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$40.00

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:

07-1700

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.

Bernard J. Podurgiel
Name and Person Signing

B. J. Podurgiel
Signature

10/16/00
Date Signed

NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

WHEREAS, GARNET HILL, INC., a New Hampshire corporation (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Fleet National Bank (herein referred to as "Assignee"), as agent for itself and for the ratable benefit of the financial institutions party from time to time to the Third Amended and Restated Loan Agreement dated as of August 24, 1998 (as amended, the "Loan Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated the date hereof, (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of 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 for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement (or any guaranty thereof), now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations (or any guaranty thereof) now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant 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 One Federal Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the ___ day of July, 2000.

[SEAL]

GARNET HILL, INC.

By: William T. End
Name: William T. End
Title: Vice President

State of Maine
~~COMMONWEALTH OF MASSACHUSETTS~~)
COUNTY OF ~~SUFFOLK~~ *Cumberland*) ^{SS}

On this 25 day of July, 2000, before me appeared William T. End to me personally known, who, being by me duly sworn, did depose and say that he is a Vice President of GARNET HILL, INC., the corporation named in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the corporation therein named; and that the foregoing instrument is the free and authorized act and deed of said corporation.

Notary Public William T. Stearns
My commission expires: Oct. 5, 2004
(Seal)

WILLIAM T. STEARNS
Notary Public, Maine
My Commission Expires October 5, 2004

SCHEDULE 1

GARNET HILL, INC.

TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>
Garnet Hill	1,829,433	April 5, 1994

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