

12-01-2000



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11-13-00

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

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

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

11/30/2000 6TON11 00000205 500444 75042217

FOR OFFICE USE ONLY

01 FC:401 40.00 CH
02 FC:482 25.00 CH

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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: 002185 FRAME: 0512

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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

#

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) | | |
|--|----------------------|----------------------|------------------------|----------------------|----------------------|
| <input type="text" value="76/042217"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="76/052453"/> | <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"/> |

Number of Properties Enter the total number of properties involved.

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment: Enclosed Deposit Account

Deposit Account

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

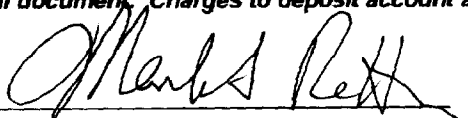
Deposit Account Number: #

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.

Mark S. Rattner



11/8/2000

Name of Person Signing

Signature

Date Signed

TRADEMARK SECURITY AGREEMENT

This TRADEMARK SECURITY AGREEMENT is made as of this 1st day of November, 2000, by STEEL CRAFT INDUSTRIES CORPORATION, a New Jersey corporation, having its principal place of business at 191 Murray Street, Newark, New Jersey 07114 (the "**Borrower**"), in favor of FIRST UNION NATIONAL BANK, a national banking corporation (the "**Bank**"), with a place of business at 190 River Road, Summit, New Jersey 07901, as issuer of an irrevocable direct-pay letter of credit on behalf of the Borrower pursuant to that certain Letter of Credit and Reimbursement Agreement, dated as of November 1, 2000 (the "**Reimbursement Agreement**"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Reimbursement Agreement), as partial security for the full and timely payment and performance by the Borrower of its obligation under the Reimbursement Agreement and the other Loan Documents.

RECITALS:

WHEREAS, the Borrower owns the entire right, title, and interest in and to the Trademarks (as hereinafter defined); and

WHEREAS, the Borrower is now and may in the future be indebted to Bank for advances and draws on the Letter of Credit, and other financial accommodations made or to be made by Bank to or on behalf of Borrower; and

WHEREAS, pursuant to the Reimbursement Agreement, the Borrower has agreed to, among other things, grant to the Bank a security interest in the trademarks set forth on **Schedule I** hereto and any and all other trademarks or other rights in any trademarks, trade names or servicemarks now owned or hereafter acquired by the Borrower (the "**Trademarks**"), together with the applications and registrations thereof, any and all goodwill of the businesses symbolized by any of the foregoing, and all proceeds thereof, including, without limitation, any and all causes of action that may exist by reason of infringement thereof (collectively, the "**Collateral**") to secure the obligations at any time of the Borrower to the Bank under the Reimbursement Agreement and the other Loan Documents (hereinafter the "**Obligations**").

NOW, THEREFORE, in consideration of the foregoing and for other good and valuable consideration, the receipt of which is hereby acknowledged, the Borrower does hereby agree:

1. Security. In order to secure the prompt payment, performance, and observance of the Obligations, the Borrower does hereby grant to the Bank a security interest in and lien upon any and all of its rights in the Collateral.
2. Borrower's Covenants. The Borrower hereby agrees and covenants:

(a) as to all Trademarks, that to the extent reasonable in the exercise of its valid business judgment, to take all steps necessary to properly maintain and renew all registrations of Trademarks, which are or may become a part of the Collateral, for the full term or terms permitted by law, including but not limited to the appropriate and timely payment of any required fees and the appropriate and timely filing of any documents or declarations necessary to maintain and renew the registrations of Trademarks (including the filing of a declaration of incontestability under § 15 of the United States Trademark Act, where possible) which may be necessary or appropriate under applicable law.

(b) as to all Trademarks, that to the extent reasonable in the exercise of its valid business judgment, to file new applications to register and protect under applicable law all Trademarks acquired by the Borrower but for which applications have not been previously filed and to take all other actions necessary to cause registrations for Trademarks to be issued as a result of said applications.

(c) as to all Trademarks, that to the extent reasonable in the exercise of its valid business judgment, to protect the Trademarks from infringement, unfair competition, dilution or damage by all appropriate actions, including but not limited to commencement of legal action to prevent and recover damages for infringement and to defend the Trademarks from claims of infringement, unfair competition or damage, including the defense of any legal actions making such claims.

(d) to deliver to the Bank on an annual basis (i) a report as to the status of each of the Trademarks, detailing (A) for any newly acquired Trademarks, the nature thereof and the status of any applications for registration thereof and (B) for existing Trademarks, the status of any applications for renewal or extension of the registration thereof; and (ii) a certificate in substantially the form of **Exhibit 1**, executed by an officer of the Borrower, as to the quality of products associated with the Trademarks.

3. Acknowledgment of Rights and Remedies. The Borrower does hereby further acknowledge, affirm and consent and agree to the rights and remedies of the Bank granted hereunder and more fully set forth in the Reimbursement Agreement and the Security Agreement, the terms and provisions of which are fully incorporated herein by reference as if set forth herein.

4. Termination of Security Interest. Upon the full, final and indefeasible payment in full of all of the Obligations (including but not limited to indemnity obligations of the Borrower under the Reimbursement Agreement and the other Loan Documents) and termination of any commitment to lend or provide other financial accommodations on behalf of the Borrower, this Trademark Security Agreement shall terminate and be void and of no further force or effect. At such time the Bank will provide to the Borrower at the Borrower's expense all release documents and agreements reasonably requested by the Borrower.