

12-04-2000

RECORDATIO
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101536282

TO: The Commissioner of Patents and Trademarks: Please record the document.

ent(s) or copy(ies).

Submission Type

- New *mhp 12-11-00*
- 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
- Merger
- Change of Name Second Amendment to Trademark Collateral
- Other

Effective Date
Month Day Year
11 20 2000

Conveying Party(ies)

Name

Execution Date
Month Day Year
1 22 2000

Formerly

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

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
 - 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 is attached. (Designation must be a separate document from Assignment)

FOR OFFICE USE ONLY

12/04/2000 DNGUYEN 00000189 76132785

01 FC:481 40.00 DP
02 FC:482 100.00 DP

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 estimate 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 nation 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: 002185 FRAME: 0570

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

212-661-9100

Name

Otterbourg, Steindler, Houston & Rosen, P.C.

Address (line 1)

Attention: Allen Cremer, Esq.

Address (line 2)

Address (line 3)

230 Park Avenue

Address (line 4)

New York, New York 10169

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)

76/132,785

76/132,787

76/132,791

76/132,784

1,508,306

Number of Properties

Enter the total number of properties involved.

#

5

Fee Amount

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

140.00

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.

Preston R. Cappello

12/15

Name of Person Signing

Signature

Date

**SECOND AMENDMENT
TO
TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

SECOND AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT ("Amendment"), made as of this 20TH day of November 2000, by and between AIRWALK INTERNATIONAL, LLC, a Delaware limited liability company, ("Debtor") and CONGRESS FINANCIAL CORPORATION, a Delaware corporation ("Secured Party"). Unless otherwise defined herein, all capitalized terms used herein which are defined in the Trademark Security Agreement (as defined below) shall have the meaning given to such terms in the Trademark Security Agreement

W I T N E S S E T H:

WHEREAS, Debtor and Secured Party are parties to the Trademark Collateral Assignment and Security Agreement, dated December 19, 1998, as amended by the Amendment to Trademark Collateral Assignment and Security Agreement, dated July 1, 1999 (collectively, the "Trademark Security Agreement"); and

WHEREAS, Debtor has notified Secured Party that Debtor has filed additional applications for, or has registered, certain trademarks with the U.S. Patent and Trademark Office; and

WHEREAS, pursuant to Section 1 of the Trademark Security Agreement, Debtor has, among other things, granted to Secured Party a security interest in all future trademark applications and trademarks of Debtor, together with the goodwill of the business symbolized thereby, and, pursuant to Section 3(h) of the Trademark Agreement, Debtor has agreed to execute and deliver to Secured Party all agreements and documents as requested by Secured Party to evidence the security interests of Secured Party therein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. Amendments to Exhibit A. Without limiting the Collateral elsewhere described in the Trademark Security Agreement, Exhibit A to the Trademark Security Agreement is hereby further amended to include, in addition and not by way of limitation, the Trademarks described in Exhibit A attached hereto.

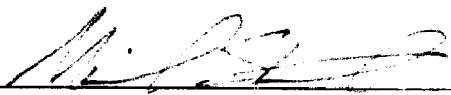
2. Effect of this Amendment. Except as expressly amended pursuant hereto, no other changes or modifications to the Trademark Security Agreement or waivers of or consents under any provisions thereof are intended or implied, and in all other respects the Trademark Security Agreement is hereby specifically ratified, restated and confirmed by all parties hereto as of the effective date hereof. To the extent any term or provision of this Amendment conflicts with any term or provision of the Loan Agreement, the term or provision of the Loan Agreement shall control.

3. Counterparts. This Amendment may be executed in any number of counterparts, but all of such counterparts shall together constitute but one and the same agreement. In making proof of this Amendment, it shall not be necessary to produce or account for more than one counterpart thereof signed by each of the parties hereto.


IN WITNESS WHEREOF, each Debtor and Secured Party have executed this Agreement as of the day and year first above written.

AIRWALK INTERNATIONAL, LLC
By: AIRWALK Holding Company, LLC,
its Managing Member

By: Sunrise Capital Partners , L.P., its Sole Member
By: Sunrise Advisors LLC, its General Partner

By: 
Name: MICHAEL STEWART
Title: PRINCIPAL

CONGRESS FINANCIAL CORPORATION

By: 
Title: AUP

STATE OF New York)
) ss.:
COUNTY OF Richmond)

MONICA URIBE
Notary Public, State of New York
No. 01UR6021228
Qualified in Richmond County
Commission Expires March 08, 2001

On this 21st day of November 2000, before me personally came Michael Stewart, to me known, who stated that he is the PRINCIPAL of SUNRISE ADVISORS LLC, which is the General Partner of SUNRISE CAPITAL PARTNERS L.P., which is the Sole Member of AIRWALK HOLDING COMPANY, LLC, which is the Managing Member of AIRWALK INTERNATIONAL, LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by the due authority of said limited liability company.

Monica Uribe
Notary Public

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

On this 22 day of November, 2000, before me personally came Dave Luce, to me known, who, being duly sworn, did depose and say, that ~~she~~ he is the AVP of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/~~she~~ signed his/~~her~~ name thereto by order of the Board of Directors of said corporation.

G. L. Holly
Notary Public

[Faint notary seal and date stamp]
2002

**EXHIBIT A
TO
SECOND AMENDMENT TO TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT**

The following additional information is hereby added to Exhibit A to Trademark Collateral Assignment and Security Agreement

REGISTERED TRADEMARKS AND SERVICE MARKS OF AIRWALK INTERNATIONAL, LLC.

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Registration Number</u>	<u>Registration Date</u>
Items International	USA	25	1,508,306	10/11/88

TRADEMARK AND SERVICE MARK APPLICATIONS OF AIRWALK INTERNATIONAL, LLC

<u>Trademark</u>	<u>Country</u>	<u>Class</u>	<u>Serial No.</u>	<u>Filing Date</u>
GENETIC	USA	25	76/132,785	9/21/00
GENETIC	USA	18,28	76/132,787	9/21/00
Miscellaneous Design ("Dot A")	USA	18,25	76/132,791	9/21/00
Miscellaneous Design ("Dot A")	USA	28	76/132,784	9/21/00

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.

230 PARK AVENUE
NEW YORK, NY 10169-0075

TELEPHONE: (212) 661-9100
TELECOPIER: (212) 682-6104

December 1, 2000

VIA FEDERAL EXPRESS

United States Patent and Trademark Office
Office of Public Records
Attention: Customer Services Counter
1213 Jefferson Davis Highway, 3rd Floor
Arlington, Virginia 22202

Re: Airwalk International, L.L.C., as conveying party
and Congress Financial Corporation, as receiving party

Dear Sir/Madam:

In connection with the above-referenced matter, we enclose for recordation with the United States Patent and Trademark Office an original Recordation Form Cover Sheet Trademarks Only, together with an photocopy of the original Second Amendment to Trademark Collateral Assignment and Security Agreement, dated as of November 20, 2000, by and between Airwalk International, LLC, as conveying party and Congress Financial Corporation, as receiving party. Check no. 18039, made payable to the Commissioner of Patents and Trademarks in the amount of \$140.00, the proper filing fee, is annexed thereto;

Kindly acknowledge receipt of the foregoing on the enclosed copy of this letter annexed hereto and return same in the self addressed stamped envelope.

TRADEMARK
REEL: 002185 FRAME: 0576

U.S. Patent and Trademark Office

December 1, 2000

Page 2

Thank you for your prompt attention to this matter.

Very truly yours,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.



Preston R. Cappello
Paralegal

Enc.

cc: Valerie S. Mason, Esq.
Allen Cremer, Esq.

Receipt Acknowledged

By: _____

Title: _____

U.S. Patent and Trademark Office
December 1, 2000
Page 2

Thank you for your prompt attention to this matter.

Very truly yours,

OTTERBOURG, STEINDLER, HOUSTON & ROSEN, P.C.



Preston R. Cappello
Paralegal

Enc.

cc: Valerie S. Mason, Esq.
Allen Cremer, Esq.

Receipt Acknowledged

By: _____

Title: _____