

04-17-2001

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



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

101675820

4.7.01

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

Merger Effective Date
Month Day Year

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

2197944

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/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

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.)

Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

04/17/2001 LAVELLER 00000007 21520+4

01 FC:481
02 FC:482

40.00 DP
25.00 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 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: 002272 FRAME: 0225

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

617 305 2140

Name

GEORGE W. TUTTLE

Address (line 1)

HOLLAND & KNIGHT LLP

Address (line 2)

10 ST. JAMES AVENUE

Address (line 3)

BOSTON, MA 02116

Address (line 4)

Pages

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

#

6

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"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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2192944	2004085	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

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.

GEORGE W. TUTTLE

MARCH 27, 2001

Name of Person Signing

Signature

Date Signed

ASSIGNMENT OF INTEREST IN
TRADEMARKS AND TRADEMARK APPLICATIONS

ASSIGNMENT made as of this 5th day of January, 2001, by and between FLEET NATIONAL BANK, a national banking association("Assignor"), having an office at 100 Federal Street, Boston, MA 02110, and COLOR-TEX SALES, LLC - A JOSEPH H. GOLDMAN COMPANY, a Massachusetts limited liability company ("Assignee"), having its chief executive office at 28 Damrell Street, Boston, MA 02127

W I T N E S S E T H

WHEREAS, Color-Tex International, Inc., a Delaware corporation ("CTI"), entered into a Trademark Collateral Assignment and Security Agreement, dated as of June 7, 2000 (the "Agreement") with the Assignor, with respect to certain trademarks and trademark applications as more particularly set forth and described in Exhibit A annexed hereto and made a part hereof; and

WHEREAS, Assignor desires to transfer and assign to Assignee all of CTI's right, title and interest in and to such trademarks and trademark applications;

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby grant, transfer, assign, convey and set over to Assignee, its successors, assigns and legal representatives, all of the right, title and interest of CTI in and to the trademarks and trademark applications set forth and described in Exhibit A annexed hereto, all designs and general intangibles of a like nature, all applications, registrations and recordings relating to the foregoing in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof, and all reissues, divisions, continuations, extensions and renewals thereof, the goodwill of the business symbolized by each of the trademarks and trademark applications set forth and described in Exhibit A, and any and all proceeds of any of the foregoing, including, without limitation, licenses, royalties and proceeds of infringements suits, the right to sue for past, present and future infringements, and the right to sue for and collect the same of its own use and for the use of its successors, assigns or legal representatives. The provisions of this assignment and of the foregoing sentence are subject in all respects to that certain Secured Party Bill Of Sale dated of even date herewith by and between the parties hereto, including, without limitation, that the terms and conditions of the assignment contemplated hereby are as set forth in the Secured Party Bill Of Sale. The provisions of this assignment are further subject to that certain Trademark Collateral And Security Agreement dated as of even date herewith under which the Assignee is, among other things, granting a security interest in each of the trademarks and trademark applications set forth and described in Exhibit A to the Assignor in connection with the purchase price paid in connection with the Secured Party Bill of Sale.

IN WITNESS WHEREOF, Assignor and Assignee have duly executed this Assignment as of the date and year first above written.

FLEET NATIONAL BANK

By: John A. McDonald
Name: John A. McDonald
Title: SVP

ACCEPTED:

COLOR-TEX SALES, LLC - A
JOSEPH H. GOLDMAN COMPANY

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By: Joseph H. Goldman
Name: Joseph H. Goldman
Title: Manager

Commonwealth
STATE OF Massachusetts

Suffolk, ss

January 5, 2001

On this 5th day before me, personally came John A. McDonald to me known, who being duly sworn, did depose and say that he/she is the senior vice president of FLEET NATIONAL BANK, the _____ described in and which executed the foregoing instruments; and that he signed his/her name on behalf of said national banking association as his/her free act and deed.

Before me,

Katerina M. Cole

Notary Public

My Commission Expires: 6/30/06

COMMONWEALTH OF MASSACHUSETTS

Suffolk, ss

January 5, 2001

On this 5th day before me, personally came Joseph H. Goldman, to me known, who being duly sworn, did depose and say that he/she is the Manager of COLOR-TEX SALES, LLC - A JOSEPH H. GOLDMAN COMPANY, the limited liability company described in and which executed the foregoing instruments; and that he signed his/her name on behalf of said limited liability company as his/her free act and deed.

Before me,

Katerina M. Cole

Notary Public

My Commission Expires: 6/30/06

SCHEDULE A

Mark	Registration Number
Color-Tex International	2,192,944
Design Logo of Color-Tex International	2,004,085

#981112 v\5 - 20478/1

BR BROWN
FG RUDNICK
FREED &
GESMER

ANDREW P. STREHLE

December 15, 2000

NOTICE OF SALE

By Facsimile (617-269-5288)

and by Federal Express

Color-Tex International, Inc.

28 Damrell Street

Boston, MA 02127

Re: Color-Tex International, Inc.

Ladies and Gentlemen:

As you know, we represent Fleet National Bank, f/k/a BankBoston, N.A., f/k/a The First National Bank of Boston (the "Secured Party") in connection with its loans to Color-Tex International, Inc. ("Debtor"), including pursuant to that certain Revolving Credit and Term Loan Agreement dated as of September 5, 1996 (the "Credit Agreement"), and all other documents, instruments, agreements and guaranties executed or delivered in connection therewith (the "Loan Documents"). Capitalized terms used herein shall have the same meanings given such terms in the Credit Agreement.

There have occurred numerous Events of Default under the Credit Agreement. Please be advised that Secured Party intends to dispose of all collateral in which the Secured Party holds a security interest under the Loan Documents or otherwise as security or collateral for such obligations, but not including real estate, fixtures, machinery and equipment located at US Highway 29 North, Spencer, NC 28159 (collectively, the "Subject Collateral"). The Subject Collateral includes, without limitation, all personal property and real estate fixtures of the Debtor, including, without limitation, all accounts, equipment, general intangibles, inventory, and securities, now owned or existing or hereafter arising or acquired, together with all goods, instruments, documents of title, policies and certificates of insurance, securities, chattel paper, deposit accounts, cash, or other property owned by Debtor or in which the Debtor has an interest that are now or may hereafter be in the possession, custody, or control of the Secured Party or any participant or assign for any purpose; and any and all additions, substitutions, replacements, and accessions thereto; and all proceeds and products of any of the foregoing (but not including real estate, fixtures, machinery and equipment located at US Highway 29 North, Spencer, NC 28159). The Subject Collateral may be located at various locations, including, without limitation, the following: 28 Damrell Street, Boston, MA; 56 N. Main Street, Fall River, MA 02720; 2826 Tophill Road, Monroe, NC 28110; 607 Sutherland Avenue North, Monroe, NC

A Partnership of
Professional Corporations

ONE FINANCIAL CENTER
BOSTON, MASSACHUSETTS 02111
617-856-8200
Fax: 617-856-8201

Hartford / Providence / London

TRADEMARK
REEL: 002272 FRAME: 0231



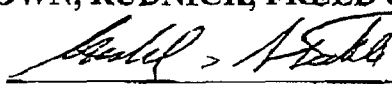
Color-Tex International, Inc.
December 15, 2000
Page 2

28110; US Highway 29 North, Spencer, NC 28159; 111 W. Norris Street, Philadelphia, PA 19122; and 2711 S. Alameda Street, Los Angeles, CA 90058.

Pursuant to the provisions of applicable law, including any applicable provisions of Article 9 of the Uniform Commercial Code as presently in effect in the Commonwealth of Massachusetts and any other applicable jurisdictions, Secured Party intends to sell, lease or otherwise dispose of the Subject Collateral by one or more private sale, lease or other permitted disposition transactions. In that connection, the Subject Collateral may be sold, leased or otherwise disposed of in parts or as a whole, in one or more transactions, to one or more than one person. Secured Party intends to conduct such transactions by private sale or sales at any time on or after December 26, 2000 (Secured Party also reserves the right to determine at any time not to conduct any such sales in its discretion).

All payments actually received by Secured Party on account of its disposition of the Subject Collateral, after payment of Secured Party's expenses, including, without limitation, attorneys' fees and expenses incurred or paid by Secured Party in retaking, holding, preparing for sale or lease, selling, leasing or otherwise disposing of the Subject Collateral, and all other expenses of protecting or enforcing Secured Party's rights or to which Secured Party may be entitled to reimbursement under the Loan Documents or applicable law, shall be applied by Secured Party against Debtor's obligations to Secured Party in the order determined by the Secured Party, in its sole discretion, in accordance with the Loan Documents or applicable law. Secured Party reserves all of its rights to assert and enforce any claims or debts against Debtor and any other person under the Loan Documents (including, without limitation, any guarantor or guarantors) or otherwise and, except to the extent actually paid from the proceeds from the disposition of the Subject Collateral, such claims or debts are not released or satisfied by Secured Party's disposition of the Subject Collateral.

Nothing herein shall be deemed to limit, restrict, or constitute a waiver of any of the Secured Party's rights and remedies under the Loan Documents, applicable law, or otherwise, all of such rights and remedies being expressly reserved.

Very truly yours,
BROWN, RUDNICK, FREED & GESMER, P.C.
By: 
Andrew P. Strehle

cc: See attached list