

07-12-2001

HEET
Y



To the Honorable Commissioner of Patents and Trademarks 101775224 attached original documents or copy thereof.

1. Name of conveying party(ies):

Hartz & Company, Inc.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation-Maryland
- Other

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

7.03.01

- Assignment Merger
- Security Agreement Change of Name
- Other

Execution Date: June 11, 2001

2. Name and address of receiving party(ies):

Name: **Capital Factors, Inc.**

Address: **120 East Palmetto Park Road**

City: **Boca Raton State: Florida Zip: 33432**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-Florida
- Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

(Designations must be a separate document from Assignment)
Additional name(s) & address(es) attached? Yes No

4. Application number(s) or registration number(s):

A. Trademark Applications

Mark Serial No.

** SEE ATTACHED SCHEDULE 1-A (BOTTOM 5 APPLICATIONS LISTED)

B. Trademark Registrations

Mark Reg. No.

** SEE ATTACHED SCHEDULE 1-A (TOP 19 REGISTRATIONS LISTED)

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Darby & Darby P.C.

Street Address: 805 Third Avenue, 27th Floor

City: New York State: New York Zip: 10022-7513

7/2/01 6903060161-US

I hereby certify that on the date indicated above, this paper or fee was deposited with the U.S. Postal Service & that it was acceptable for delivery to the Assistant Commissioner for Patents, Washington, DC 20231 by Express Mail Post Office to Addressee's service.

Daisy Perez Daisy Perez
Name (Print) Signature

6. Total number of applications and registrations involved:

24

7. Total fee (37 CFR 3.41):.....\$615.00

Enclosed

Authorized to be charged to deposit account

8. Any additional amount due is authorized to be charged to Deposit account number: 04-0100

(Attach duplicate copy of this page if paying by deposit account)

07/11/2001 DBYRNE 00000082 1654046

DO NOT USE THIS SPACE

01. Fee: 401 40.00 OP
02. Fee: 100 575.00 OP

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.

Amy L. Nelkin
Name of Person Signing

Amy L. Nelkin
Signature

July 2, 2001
Date

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

5

SCHEDULE 1-A

Mark	Registration No.	Registration Date
BUTTEGA	1,654,048	8/13/91
C.H. OLIVER	1,067,751	6/14/77
CURRICK & LEIKIN	1,654,047	8/13/91
FRANK OLIVER	1,745,230	1/5/93
FRANK OLIVER	2,039,539	2/18/97
FRATELLI BALZZANO	1,845,675	7/19/94
FRATELLI BOTTO	1,880,700	2/28/95
HARTZ & CO.	2,354,843	6/6/00
HARTZ & CO.	2,405,253	11/21/00
HERTLING	1,281,100	6/5/84
MASSO	2,333,225	3/21/00
OAKLOOM & Design	643,305	3/26/57
OLIVER	1,475,047	2/2/88
PROVINCIA	1,633,268	1/29/91
TALLIA	2,256,145	6/22/99
TALLIA	2,322,516	2/22/00
TALLIA	1,943,279	12/26/95
TALLIA SATORIA	2,121,363	12/16/97
THE TEN TWELVE CLOTH	1,433,991	3/24/87

Mark	Application No.	Application Date
DIAMETER	75/462,616	4/3/98
OLIVER	74/368,695	3/17/93
SYMMETRY	75/749,256	7/13/99
TALLIA	74/270,581	4/29/92
TALLIA	76/095,349	7/24/00

GRANT OF SECURITY INTEREST

WHEREAS, Hartz & Company, Inc., a Maryland corporation, with address at 1341 Hughes Ford Road, Fredrick, Maryland 21701, (herein referred to as "Debtor"), has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1-A, which trademarks and service marks are registered or pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Debtor is obligated to Capital Factors, Inc., with address at 120 East Palmetto Park Road, Boca Raton, Florida 33432 (herein referred to as "Secured Party"), and has entered into a Factoring Agreement dated as of April 30, 1998 (the "Agreement") in favor of Secured Party; and

WHEREAS, pursuant to the Agreement, Debtor granted to Secured Party a security interest in, all right, title and interest of Debtor 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 (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does convey, sell, assign, transfer and set over unto the Secured Party and grants to Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

Debtor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the assignment of and security interest in 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.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 11 day of June, 2001.

HARTZ & COMPANY, INC.

By:



Name: Howard Goldstein

Title: Treasurer

STATE OF MD)
)ss.:
COUNTY OF Carroll)

On this 11th day of June, 2001, before me personally appeared Howard Goldstein to me known, who, being by me duly sworn, did depose and say that he is Treasurer of Hartz & Company, Inc., a Maryland corporation and that he executed the foregoing instrument; in the corporate name of Hartz & Company, Inc. and that he had authority to sign the same, and he acknowledged to me that he executed the same as the actual deed of said corporation pursuant to such authority.

Michelle R. Robertson
Notary Public