

09-05-2001

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101833469

To the Honorable Commissioner of Patents and Trademarks, 101833469 1 original documents or copy thereof.

1. Name of conveying party(ies): 8-17-01  
 Kid Cool LLC  
 Individual(s)  Association  
 General Partnership  Limited Partnership  
 Corporation  
 Other New York Limited Liability company  
 Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and Address of receiving party(ies)  
 Name: GMAC Commercial Credit LLC  
 Address: 1290 Avenue of the Americas  
 New York, New York  
 Individual(s) citizenship \_\_\_\_\_  
 Association \_\_\_\_\_  
 General Partnership \_\_\_\_\_



08-17-2001

U.S. Patent & TMO/TM Mail Rpt Dtd #7'S

3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other \_\_\_\_\_  
 Execution Date: April 20, 2001

Limited Partnership \_\_\_\_\_  
 Corporation \_\_\_\_\_  
 Other a New York Limited Liability Company  
 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 Application No.(s) 74/129,927 and 76/276,254  
 Additional numbers attached?  Yes  No

B. Trademark Registration No.(s) 2283435, 1807673, 1959147, 1798127, 1967150, 1812969, 1521955, 1421158, 1394143

5. Name and address of party to whom correspondence concerning document should be mailed:  
 Baila H. Celedonia  
 Cowan, Liebowitz & Latman, P.C.  
 1133 Avenue of the Americas  
 New York, NY 10036-6799

6. Total number of applications and registrations involved:  
 11  
 7. Total fee (37 CFR 3.41)..... \$ 290  
 Enclosed  
 Any deficiency is authorized to be charged to Deposit Account No. 03-3415.

09/04/2001 TDIAZ1 00000035 76276254  
 01 FC:481 40.00 DP  
 02 FC:482 250.00 DP

8. Deposit Account No. 03-3415  
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. 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.*  
 Baila H. Celedonia \_\_\_\_\_ Baila H. Celedonia \_\_\_\_\_ 8/17/01  
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 4

Mail to: U.S. Patent and Trademark Office, Office of Public Records, Crystal Gateway 4, Room 335, Washington, DC 20231

"Express Mail" mailing label number EL693279860VS  
 Date of Deposit 8-17-01  
 I hereby certify that this paper or fee is being deposited with the United States Postal Service "Express Mail Post Office to Addressee" service under 37 CFR 1.10 on the date indicated above and is addressed to the Assistant Commissioner for Trademarks, 2900 Crystal Drive, Arlington, Virginia 22202 on 8-17-01  
Mitchelle Roberts  
 Typed or printed name of person mailing paper or fee  
Mitchelle Roberts  
 Signature of person mailing paper or fee

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, KID COOL LLC, a limited liability company formed under the laws of New York ("Borrower"), located at 100 West 33<sup>rd</sup> Street, Suite 923, New York, New York 10001, has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to GMAC COMMERCIAL CREDIT LLC ("Lender") located at 1290 Avenue of the Americas, New York, New York, pursuant to (i) (a) a Factoring and Security Agreement and (b) related agreements, and (ii) a certain Trademark Collateral Security Agreement dated on or about the date hereof, made by Borrower in favor of Lender (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby grant to Lender a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York  
April 20, 2001



08-17-2001

U.S. Patent & TMO's/TM Mail Rcpt Dt #76

WITNESS:

KID COOL LLC

WITNESS:

By: [Signature]

Name: Bruce Fin

Its: Sec'y

WITNESS:

GMAC COMMERCIAL CREDIT LLC

By: [Signature]

Name: SNP

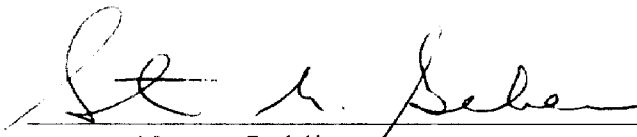
Its:

STATE OF NY )

: ss.:

COUNTY OF NY )

On this 20<sup>th</sup> day of April, 2001, before me personally came Bruce Fine, to me known, who, being by me duly sworn, did depose and say that he is the Secy of KID COOL LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers and members of said limited liability company.

  
Notary Public

**STEVEN M. GERBER.**  
Notary Public, State of New York  
No. 31-5003955  
Qualified in New York County  
Commission Expires Nov 9, 2002

STATE OF \_\_\_\_\_ )

: ss.:

COUNTY OF \_\_\_\_\_ )

On this \_\_\_ day of \_\_\_\_\_, 19\_\_\_, before me personally came \_\_\_\_\_, to me known, who, being by me duly sworn, did depose and say that he is the \_\_\_\_\_ of GMACCOMMERCIAL CREDIT LLC, the limited liability company described in and which executed the foregoing instrument; and that he signed his name thereto by order of the managers and/or members of said limited liability company.

\_\_\_\_\_  
Notary Public

## SCHEDULE A

Schedule A to a Trademark Assignment of Security Agreement dated as of April 20, 2001,  
by and between KID COOL LLC and GMAC COMMERCIAL CREDIT LLC.

| <u>Mark</u> | <u>Reg. No. or<br/>Application No.</u> | <u>Status<br/>Filing Date</u> |
|-------------|--|-------------------------------|
| KID COOL    | 2,283,435                              | 10/5/99                       |
| KID COOL    | 1,807,673                              | 11/30/93                      |
| KID COOL    | 1,959,147                              | 2/27/96                       |
| KID COOL    | 1,798,127                              | 10/12/93                      |
| BABY COOL   | 1,967,150                              | 4/9/96                        |
| BABY COOL   | 1,812,969                              | 12/21/93                      |
| TEENCOOL    | 74/129,927                             | 1/14/91                       |
| KID COOL    | 1,521,955                              | 1/24/89                       |
| BABY COOL   | 1,421,158                              | 12/16/86                      |
| KID COOL    | 1,394,143                              | 5/20/86                       |
| KCUSA       | 76/276,254                             | 6/26/01                       |