

09-19-2001



Form PTO-1594
(Rev. 03/01)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
 Caswell-Massey Co., Ltd. *09/14/01*
 121 Fieldcrest Avenue
 Edison, New Jersey 08837

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State of New York
 Other _____

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

2. Name and address of receiving party(ies)
 Name: First Union National Bank
 Internal
 Address: _____
 Street Address: 190 River Road
 City: Summit State: NJ Zip: 07901

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other National Banking Association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No N/A
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No N/A

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: September 7, 2001

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)
75-497708

B. Trademark Registration No.(s)
2257205

Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Jane L. Brody, Esq.
 Internal Address: Dunetz Marcus, L.L.C.

 Street Address: 354 Eisenhower Parkway

 City: Livingston State: NJ Zip: 07039

6. Total number of applications and registrations involved: 21

7. Total fee (37 CFR 3.41).....\$ 540.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:

 (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.

Jane L. Brody, Esq. 9/7/01
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: 9

09/18/2001 LMUELLER 00000226 75497708
 01 FC:481 40.00 OP
 02 FC:482 500.00 OP

Mail Documents to be recorded with required cover sheet information to:
 Commissioner of Patent & Trademarks, Box Assignments
 Washington, D.C. 20231

TRADEMARK
 REEL: 002368 FRAME: 0670

THIS SHEET IS A CONTINUATION OF ITEM NO. 4

A. Trademark Application No.(s)	B. Trademark Registration No.(s)
75-051416.....	2186256
75-225753.....	2243268
75-082177.....	2189681
74-673234.....	2007234
74-535168.....	1924989
74-498756.....	1924983
74-340932.....	1832562
73-412148.....	1303226
73-345001.....	1239914
73-180769.....	1127138
73-179624.....	1119488
73-177859.....	1134397
72-227558.....	812677
75-457677.....	2289596
75-076734.....	2244845
75-076733.....	Pending
---	37662
---	37663
75-752382.....	2353729
73-591325.....	1434428

REVOLVING CREDIT AND SECURITY AGREEMENT

between

**CASWELL-MASSEY HOLDINGS CORPORATION,
CASWELL-MASSEY CO., LTD.,
CASWELL-MASSEY OF BOSTON, INC.,
CASWELL-MASSEY OF CLEVELAND, INC.,
CASWELL-MASSEY OF GEORGETOWN, INC.,
CASWELL-MASSEY OF NEWPORT BEACH, INC.,
CASWELL-MASSEY OF PITTSBURGH, INC.,
CASWELL-MASSEY OF PLAINSBORO, INC.**

"Borrower"

and

FIRST UNION NATIONAL BANK

"Bank"

Dated: September 7, 2001

REVOLVING CREDIT AND SECURITY AGREEMENT

THIS AGREEMENT (the "Agreement"), dated September 7, 2001 among CASWELL-MASSEY HOLDINGS CORPORATION, a Delaware corporation, CASWELL-MASSEY CO., LTD., a New York corporation, CASWELL-MASSEY OF BOSTON, INC., a Massachusetts corporation, CASWELL-MASSEY OF CLEVELAND, INC., an Ohio corporation, CASWELL-MASSEY OF GEORGETOWN, INC., a District of Columbia corporation, CASWELL-MASSEY OF NEWPORT BEACH, INC., a California corporation, CASWELL-MASSEY OF PITTSBURGH, INC., a Pennsylvania corporation, and CASWELL-MASSEY OF PLAINSBORO, INC., a New Jersey corporation (referred to herein individually and collectively as "Borrower"; to be construed as "Borrowers" if the context so requires), and FIRST UNION NATIONAL BANK, a national banking association ("Bank");

WITNESSETH:

In consideration of the premises and of the mutual covenants herein contained and to induce Bank to extend credit to Borrower, the parties agree as follows:

1. **Definitions.** Capitalized terms that are not otherwise defined herein shall have the meanings set forth in Exhibit 1 hereto.

2. **The Loan.**

2.1. **Revolving Loan.** Bank agrees, on the terms and conditions set forth in this Agreement, to make Advances on behalf of Borrower from time to time during the Revolving Credit Period in amounts such that the aggregate principal amount of Advances at any one time outstanding will not exceed the lesser of (i) the Maximum Loan Amount, and (ii) the Borrowing Base (the "Loan"). Notwithstanding the foregoing, the aggregate amount of the Advances by Bank from time to time shall be subject to any reserves that Bank in its reasonable discretion may deem proper and/or necessary. Within the foregoing limit, Borrower may borrow, prepay and reborrow Advances at any time during the Revolving Credit Period.

2.2. **Revolving Note.** The Loan shall be evidenced by a promissory note in the face amount of the Maximum Loan Amount dated September 7, 2001 (the "Note") and shall be payable in accordance with the terms of the Note and this Agreement.

2.3. **Collections Account.**

(a) All payments on Accounts and other Collateral shall be forwarded by Borrower to the Collections Account; provided, however, Bank, in its sole discretion after an Event of Default, may require Borrower to establish a lockbox under the control of Bank to which all Account Debtors shall forward payments on the Accounts. Borrower shall pay all of Bank's standard fees and charges in connection with such lockbox arrangement (if any) and Collections Account as such fees and charges may change from time to time. In the event Bank requires a lockbox arrangement hereunder, Borrower shall notify Account Debtors on the Accounts to forward payments on the Accounts to the lockbox; provided, however, that Bank shall have the right to directly contact Account Debtors at any time to ensure that payments on the Accounts are directed to the lockbox. All payment items received by Borrower on Accounts and sale of Inventory and other Collateral shall be held by Borrower in trust for Bank and shall be deposited promptly by Borrower to the Collections Account. All such items shall be the exclusive property of Bank upon the earlier of the receipt thereof by Bank or by Borrower. Borrower hereby grants to Bank a security interest in and lien upon all items and balances held in the lockbox and the Collections Account as collateral for the Indebtedness.

(m) There shall occur any change in the condition (financial or otherwise) of Borrower which, in the reasonable opinion of Bank, could have a Material Adverse Effect; or

(n) There shall be a change of ownership that effectively changes control of Borrower from current ownership or there shall be a change of senior management that effectively removes Anne Robinson from the senior management of Borrower; or

(o) The death of Anne Robinson.

8.2. Remedies. If any Default shall occur, Bank may, without notice to Borrower, at its option, withhold further Advances to Borrower. If an Event of Default shall have occurred and be continuing, Bank may at its option take any or all of the following actions:

(a) Bank may declare any or all Indebtedness to be immediately due and payable (if not earlier demanded), terminate its obligation to make Advances to Borrower, bring suit against Borrower to collect the Indebtedness, exercise any remedy available to Bank hereunder or at law and take any action or exercise any remedy provided herein or in any other Loan Document or under applicable law. No remedy shall be exclusive of other remedies or impair the right of Bank to exercise any other remedies.

(b) Without waiving any of its other rights hereunder or under any other Loan Document, Bank shall have all rights and remedies of a secured party under the Code (and the Uniform Commercial Code of any other applicable jurisdiction) and such other rights and remedies as may be available hereunder, under other applicable law or pursuant to contract. If requested by Bank, Borrower will promptly assemble the Collateral and make it available to Bank at a place to be designated by Bank. Borrower agrees that any notice by Bank of the sale or disposition of the Collateral or any other intended action hereunder, whether required by the Code or otherwise, shall constitute reasonable notice to Borrower if the notice is mailed to Borrower by regular or certified mail, postage prepaid, at least five days before the action to be taken. Borrower shall be liable for any deficiencies in the event the proceeds of the disposition of the Collateral do not satisfy the Indebtedness in full.

(c) Bank may demand, collect and sue for all amounts owed pursuant to Accounts, General Intangibles, Chattel Paper or for proceeds of any Collateral (either in Borrower's name or Bank's name at the latter's option), with the right to enforce, compromise, settle or discharge any such amounts.

8.3. Receiver. In addition to any other remedy available to it, Bank shall have the absolute right, upon the occurrence of an Event of Default, to seek and obtain the appointment of a receiver to take possession of and operate and/or dispose of the business and assets of Borrower and any costs and expenses incurred by Bank in connection with such receivership shall bear interest at the Default Rate, at Bank's option, and shall be secured by all Collateral.

8.4. Deposits; Insurance. After the occurrence of an Event of Default, Borrower authorizes Bank to collect and apply against the Indebtedness when due any cash or deposit accounts in its possession, and any refund of insurance premiums or any insurance proceeds payable on account of the loss or damage to any of the Collateral and irrevocably appoints Bank as its attorney-in-fact to endorse any check or draft or take other action necessary to obtain such funds.

9. Security Agreement.

9.1. Security Interest.

(a) As security for the payment and performance of any and all of the Indebtedness and the performance of all other obligations and covenants of Borrower hereunder and under the other Loan Documents, certain or contingent, now existing or hereafter arising, which are now, or may at any time or times hereafter be owing by Borrower to Bank, Borrower hereby pledges to Bank and gives Bank a

continuing security interest in and general Lien upon and right of set-off against, all right, title and interest of Borrower in and to the Collateral, whether now owned or hereafter acquired by Borrower.

(b) Except as herein or by applicable law otherwise expressly provided, Bank shall not be obligated to exercise any degree of care in connection with any Collateral in its possession, to take any steps necessary to preserve any rights in any of the Collateral or to preserve any rights therein against prior parties, and Borrower agrees to take such steps. In any case Bank shall be deemed to have exercised reasonable care if it shall have taken such steps for the care and preservation of the Collateral or rights therein as Borrower may have reasonably requested Bank to take and Bank's omission to take any action not requested by Borrower shall not be deemed a failure to exercise reasonable care. No segregation or specific allocation by Bank of specified items of Collateral against any liability of Borrower shall waive or affect any security interest in or Lien against other items of Collateral or any of Bank's options, powers or rights under this Agreement or otherwise arising.

(c) Bank may at any time and from time to time, with or without notice to Borrower, (i) if Bank shall require Borrower to establish a lockbox as provided in Section 2.3 or after an Event of Default, shall transfer into the name of Bank or the name of Bank's nominee any of the Collateral, (ii) if Bank shall require Borrower to establish a lockbox as provided in Section 2.3 or after an Event of Default, notify any Account Debtor or other obligor of any Collateral to make payment thereon direct to Bank of any amounts due or to become due thereon and (iii) receive and after a Default direct the disposition of any proceeds of any Collateral.

9.2. Power of Attorney. Borrower authorizes Bank at Borrower's expense to file any financing statements relating to the Collateral (without Borrower's signature thereon) which Bank deems appropriate and Borrower irrevocably appoints Bank as its attorney-in-fact to execute any such financing statements and/or control agreements in Borrower's name and to perform all other acts, at Borrower's expense, which Bank deems appropriate to perfect and to continue perfection of the security interest of Bank. Borrower hereby appoints Bank as Borrower's attorney-in-fact to endorse, present and collect on behalf of Borrower and in Borrower's name any draft, checks or other documents necessary or desirable to collect any amounts which Borrower may be owed. Subject to the Intercreditor Agreement, Bank is hereby granted a license or other right to use, without charge, Borrower's labels, patents, copyrights, rights of use of any name, trade secrets, trade names, trademarks and advertising matter, or any Property of a similar nature, as it pertains to the Collateral, in advertising for sale and selling any Collateral, and Borrower's rights under all licenses and all franchise agreements shall inure to Bank's benefit. The proceeds realized from the sale or other disposition of any Collateral may be applied, after allowing two (2) Business Days for collection, first to the reasonable costs, expenses and attorneys' fees and expenses incurred by Bank for collection and for acquisition, completion, protection, removal, storage, sale and delivering of the Collateral; secondly, to interest due upon any of the Indebtedness; and thirdly, to the principal amount of the Indebtedness. If any deficiency shall arise, Borrower shall remain liable to Bank therefor. The power granted hereunder shall terminate upon repayment of the Indebtedness in full and termination of this Agreement.

9.3. Entry. Borrower hereby irrevocably consents to any act by Bank or its agents in entering upon any premises for the purposes of either (i) inspecting the Collateral or (ii) after an Event of Default, taking possession of the Collateral and Borrower hereby waives its right to assert against Bank or its agents any claim based upon trespass or any similar cause of action for entering upon any premises where the Collateral may be located. So long as there is no Event of Default hereunder, Bank shall give Borrower reasonable prior notice of any such entry and such entry shall be made during Borrower's normal business hours.

9.4. Other Rights. Borrower authorizes Bank without affecting Borrower's obligations hereunder or under any other Loan Document from time to time (i) to take from any party and hold additional Collateral or guaranties for the payment of the Indebtedness or any part thereof, and to exchange, enforce or release such collateral or guaranty of payment of the Indebtedness or any part

thereof and to release or substitute any endorser or guarantor or any party who has given any security interest in any collateral as security for the payment of the Indebtedness or any part thereof or any party in any way obligated to pay the Indebtedness or any part thereof; and (ii) upon the occurrence of any Event of Default to direct the manner of the disposition of the Collateral and the enforcement of any endorsements, guaranties, letters of credit or other security relating to the Indebtedness or any part thereof as Bank in its sole discretion may determine.

9.5. Accounts. After any Event of Default, Bank may notify any Account Debtor of Bank's security interest and may direct such Account Debtor to make payment directly to Bank for application against the Indebtedness. Any such payments received by or on behalf of Borrower at any time, whether before or after default, shall be the property of Bank, shall be held in trust for Bank and not commingled with any other assets of any Person (except to the extent they may be commingled with other assets of Borrower in an account with Bank) and shall be immediately delivered to Bank in the form received. Bank shall have the right to apply any proceeds of Collateral to such of the Indebtedness as it may determine.

9.6. Waiver of Marshaling. Borrower hereby waives any right it may have to require marshaling of its assets.

9.7 Control. Borrower will cooperate with Bank in obtaining control of, or control agreements with respect to, Collateral for which control or a control agreement is required for perfection of Bank's security interest under the Code.

10. Miscellaneous.

10.1. No Waiver, Remedies Cumulative. No failure on the part of Bank to exercise, and no delay in exercising, any right hereunder or under any other Loan Document shall operate as a waiver thereof, nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and are in addition to any other remedies provided by law, any Loan Document or otherwise.

10.2. Survival of Representations. All representations and warranties made herein shall survive the making of the Loan hereunder and the delivery of the Note, and shall continue in full force and effect so long as any Indebtedness is outstanding, there exists any commitment by Bank to Borrower, and until this Agreement is formally terminated in writing.

10.3. Indemnity By Borrower; Expenses. In addition to all other Indebtedness, Borrower agrees to defend, protect, indemnify and hold harmless Bank and its Affiliates and all of their respective officers, directors, employees, attorneys, consultants and agents from and against any and all losses, damages, liabilities, obligations, penalties, fees, costs and expenses (including, without limitation, reasonable attorneys' and paralegals' fees, costs and expenses) incurred by such indemnitees, whether prior to or from and after the date hereof, as a result of or arising from or relating to (i) the due diligence effort (including, without limitation, public record search, recording fees, examinations and investigations of the properties of Borrower and Borrower's operations), negotiation, preparation, execution and/or performance of any of the Loan Documents or of any document executed in connection with the transactions contemplated thereby and the perfection of Bank's Liens in the Collateral, maintenance of the Loan by Bank, and any and all amendments, modifications, and supplements of any of the Loan Documents or restructuring of the Indebtedness, (ii) any suit, investigation, action or proceeding by any Person (other than Borrower), whether threatened or initiated, asserting a claim for any legal or equitable remedy against any Person under any statute, regulation or common law principle, arising from or in connection with Bank's furnishing of funds to Borrower under this Agreement, (iii) Bank's preservation, administration and enforcement of its rights under the Loan Documents and applicable law, including the reasonable fees if collected by or through an attorney at law and disbursements of counsel for Bank in connection therewith, whether suit be brought or not and whether incurred at trial or on appeal, and all

under the Loan Documents. The foregoing is a material inducement to the agreement of Bank to enter into the terms hereof and to consummate the transactions contemplated hereby.

10.14. Waiver of Certain Defenses. To the fullest extent permitted by applicable law, upon the occurrence of any Event of Default, neither Borrower nor anyone claiming by or under Borrower will claim or seek to take advantage of any law requiring Bank to attempt to realize upon any Collateral or collateral of any surety or guarantor, or any appraisal, evaluation, stay, extension, homestead, redemption or exemption laws now or hereafter in force in order to prevent or hinder the enforcement of this Agreement. Borrower, for itself and all who may at any time claim through or under Borrower, hereby expressly waives to the fullest extent permitted by law the benefit of all such laws. All rights of Bank and all obligations of Borrower hereunder shall be absolute and unconditional irrespective of (i) any change in the time, manner or place of payment of, or any other term of, all or any of the Indebtedness, or any other amendment or waiver of or any consent to any departure from any provision of the Loan Documents, (ii) any exchange, release or non-perfection of any other collateral given as security for the Indebtedness, or any release or amendment or waiver of or consent to departure from any guaranty for all or any of the Indebtedness, or (iii) any other circumstance which might otherwise constitute a defense available to, or a discharge of, Borrower or any third party, other than payment and performance in full of the Indebtedness.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed as of the day and year first above written.

FIRST UNION NATIONAL BANK

By *K. H. Czarniewski*
Name: Kathleen H. Czarniewski
Title: Senior Vice President

CASWELL-MASSEY HOLDINGS CORPORATION

By *Anne E. Robinson*
Name: Anne E. Robinson
Title: President

CASWELL-MASSEY CO., LTD.

By *Anne E. Robinson*
Name: Anne E. Robinson
Title: President

CASWELL-MASSEY OF BOSTON, INC.

By *Anne E. Robinson*
Name: Anne E. Robinson
Title: President

[signatures continued on next page]

CASWELL-MASSEY OF CLEVELAND, INC.

By *Anne E. Robinson*

Name: Anne E. Robinson

Title: President

CASWELL-MASSEY OF GEORGETOWN, INC.

By *Anne E. Robinson*

Name: Anne E. Robinson

Title: President

CASWELL-MASSEY OF NEWPORT BEACH, INC.

By *Anne E. Robinson*

Name: Anne E. Robinson

Title: President

CASWELL-MASSEY OF PITTSBURGH, INC.

By *Anne E. Robinson*

Name: Anne E. Robinson

Title: President

CASWELL-MASSEY OF PLAINSBORO, INC.

By *Anne E. Robinson*

Name: Anne E. Robinson

Title: President

Schedule A to UCC

Schedule A to UCC from:

CASWELL-MASSEY HOLDINGS CORPORATION, a Delaware corporation, **CASWELL-MASSEY CO., LTD.**, a New York corporation, **CASWELL-MASSEY OF BOSTON, INC.**, a Massachusetts corporation, **CASWELL-MASSEY OF CLEVELAND, INC.**, an Ohio corporation, **CASWELL-MASSEY OF GEORGETOWN, INC.**, a District of Columbia corporation, **CASWELL-MASSEY OF NEWPORT BEACH, INC.**, a California corporation, **CASWELL-MASSEY OF PITTSBURGH, INC.**, a Pennsylvania corporation, and **CASWELL-MASSEY OF PLAINSBORO, INC.**, a New Jersey corporation ((referred to herein individually and collectively as "Debtor") and for the benefit of **FIRST UNION NATIONAL BANK** ("Secured Party").

The following described property whether now owned or hereafter acquired, and any additions, replacements, accessions, or substitutions thereof and all cash and non-cash proceeds and products thereof.

Description of Collateral:

(a) all Inventory; (b) all General Intangibles; (c) all Accounts and Chattel Paper and any other instrument or intangible representing payment for goods or services; (d) all Equipment; (e) all investment property (as defined in the Code); (f) all funds in the Demand Deposit Account, the Collections Account or otherwise on deposit with or under the control of Bank or its agents or correspondents; and (g) all parts, replacements, substitutions, profits, products and cash and non-cash proceeds and Supporting Obligations of any of the foregoing (including insurance proceeds payable by reason of loss or damage thereto) in any form and wherever located. Collateral shall include all written or electronically recorded books and records relating to any such Collateral and other rights relating thereto.

As used herein:

"Inventory" has the meaning set forth in the Uniform Commercial Code as enacted in the State of New Jersey (the "Code").

"General Intangibles" has the meaning set forth in the Code, together with any guaranties, letters of credit, Letter-of-Credit Right, and other security therefore, including Supporting Obligations.

"Account" has the meaning set forth in the Code, together with any guaranties, letters of credit, Letters-of-Credit Right, and other security therefor, including Supporting Obligations.

"Chattel Paper" has the meaning set forth in the Code, including Electronic Chattel Paper (as defined in the Code), together with any guaranties, letters of credit, Letter-of-Credit Right, and other security therefor, including Supporting Obligations.

"Equipment" has the meaning set forth in the Code.

"Demand Deposit Account" means any demand deposit account maintained by Debtor with Secured Party or the "DDA Account" as defined in any Sweep Plus Loan & Investment Services Description between Secured Party and Debtor, and any modifications thereto.

"Collections Account" means any controlled disbursement account maintained at Secured Party to which collections, deposits and other payments on or with respect to Collateral are made pursuant to the terms hereof.

"Supporting Obligation" has the meaning set forth in the Code.

TRADEMARK

REEL: 002368 FRAME: 0679

Schedule B to UCC

CASWELL-MASSEY CO., LTD., a New York corporation, ("Debtor") and for the benefit of **FIRST UNION NATIONAL BANK** ("Secured Party").

Location of leases and name and address of record owner:

1. **Real Estate Description:** Copley Place, 100 Huntington Avenue, Store H-17 – Upper Level, Boston, Suffolk County, Massachusetts

Record Owner: Copley Place Associates Nominee Corporation, a Delaware nominee corporation, 100 Huntington Avenue, Boston, Massachusetts.

2. **Real Estate Description:** 121 Fieldcrest Avenue, Edison, Middlesex County, New Jersey

Record Owner: Raritan Building Associates Limited Partnership, c/o Berger & Bornstein, 237 South Street, P.O. Box 2049R, Morristown, New Jersey 07960-2049.

3. **Real Estate Description:** The Palladium at City Place, Space No. PH-2, Ground Floor of Performance Hall, West Palm Beach, Palm Beach County, Florida.

Record Owner: City Place Retail, L.L.C., a Delaware limited liability company, c/o The Palladium Company, 625 Madison Avenue, 9th Floor, New York, New York 10022.

4. **Real Estate Description:** International Plaza, Store 274 - Upper Level, Tampa, Hillsborough County, Florida.

Record Owner: Tampa Westshore Associates Limited Partnership, a Delaware limited partnership, 200 East Long Lake Road, P.O. Box 200, Bloomfield Hills, Michigan 48303-0200.

5. **Real Estate Description:** The Shops at Willow Bend, Store No. 125, Lower Level of Building "C", Plano, Collin County, Texas.

Record Owner: Willow Bend Associates Limited Partnership, a Delaware Limited Partnership, 200 East Long Lake Road, P.O. Box 200, Bloomfield Hills, Michigan 48303-0200.

6. **Real Estate Description:** Woodfield Mall, Store No. 323, 3rd Level of Building "L" and Store No. 133B, 1st Level of Building "N", Schaumburg, Cook County, Illinois.

Record Owner: Chicago Title and Trust Company, a corporation of Illinois, as Trustee under Trust No. 46746, and not personally, c/o Woodfield Associates, 200 East Long Lake Road, P.O. Box 200, Bloomfield Hills, Michigan 48303-0200.

7. **Real Estate Description:** Phipps Plaza, Room 1050B, Atlanta, Fulton County, Georgia.

Record Owner: CPI Phipps Limited Liability Company, a Delaware limited liability company, c/o M.S. Management Associates, Inc., National City Center, 115 W. Washington, Indianapolis, Indiana 46204.

8. **Real Estate Description:** SouthPark Mall, Space No. K-14, Charlotte, Mecklenburg County, North Carolina.

Record Owner: SouthPark Mall Limited Partnership, a North Carolina corporation, c/o Trammell Crow Company, SouthPark Mall Management Office, 4400 Sharon Road, Charlotte, North Carolina 28211-3531.

9. **Real Estate Description:** 518 Lexington Avenue, Store No. 6, New York, New York County, New York located in the building known as The Hotel Intercontinental New York at 111 East 48th Street, Borough of Manhattan, New York.

Record Owner: Barclay Operating Corp., a Delaware corporation, 111 East 48th Street, New York, New York 10017.

TRADEMARK

RECORDED: 09/14/2001

REEL: 002368 FRAME: 0680