

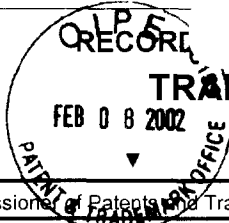
RE

05-01-2002



FORM PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)



102073883 TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1 Name of conveying party(ies):
 KIRBY AND ALLEN INC.
 1330 Livingston Avenue
 North Brunswick, NJ 08902

2.8.02
5.1.02

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State: **NJ**
 Other

2. Name and address of receiving party(ies):
 Name: EQUINOX BUSINESS CREDIT CORP.
 Internal Address:
 Street Address: 120 Wood Avenue South, Suite 515
 City: Iselin State: NJ ZIP: 08830

Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State **NJ**
 Other

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

3 Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 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

Execution Date: January 24, 2002

4 Application number(s) or registration number(s):
 A. Trademark Application No.(s)
 See Schedule A to Trademark Assignment of Security

B. Trademark Registration No.(s)
 See Schedule A to Trademark Assignment of Security

Additional numbers attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name:
 Internal Address: **RETURN TO:
 LexisNexis Document Solutions
 Post Office Box 2969
 Springfield, Illinois 62708**
 Street Address:
 City: State: ZIP:

6. Total number of applications and registrations involved: 3

7. Total Fee (37 CFR 3.41) \$ **90.00**
 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.

Loukia Harris *February 1, 2002*
 Name of Person Signing Signature Date

Total number of pages including coversheet, attachments and document:

Mail documents to be recorded with required coversheet information to: Commissioner of Patents & Trademarks, Box Assignments Washington, DC 20231

02/13/2002 TBIAZI 00000117 2393025

01 FC:481 40.00 OP
02 FC:482 50.00 OP

14443/2
01/25/2002 1159855.01

TRADEMARK
REEL: 002495 FRAME: 0051

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated January 24, 2002, by and between KIRBY AND ALLEN INC. and EQUINOX BUSINESS CREDIT CORP.

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
2,393,025	10/10/2000	Kirby & Allen
76/342080		Zip Cooker
76/342081		Bella Cucina



TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, KIRBY AND ALLEN INC., a corporation formed under the laws of New Jersey, located at 1330 Livingston Avenue, North Brunswick, New Jersey 08902 ("Borrower"), 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 Equinox Business Credit Corp ("Lender") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Lender, Borrower and the other credit parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated 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

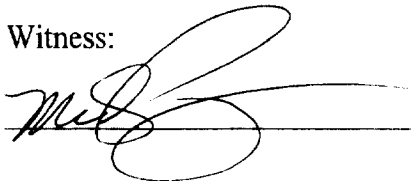
WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby collaterally assign unto Lender and 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 of security interest granted hereby are more fully set forth in the Agreements.

Dated: Boston, Massachusetts
January 24, 2002

Witness:



KIRBY AND ALLEN INC.

By: 
Name: Charles H. Ellis
Its: CEO/Treasurer

Witness:

EQUINOX BUSINESS CREDIT CORP.

By: _____
Name: _____
Its: _____

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, KIRBY AND ALLEN INC., a corporation formed under the laws of New Jersey, located at 1330 Livingston Avenue, North Brunswick, New Jersey 08902 ("Borrower"), 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 Equinox Business Credit Corp ("Lender") pursuant to (i) a certain Loan and Security Agreement, dated the date hereof, among Lender, Borrower and the other credit parties named therein and (ii) a certain Trademark Collateral Security Agreement, dated 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

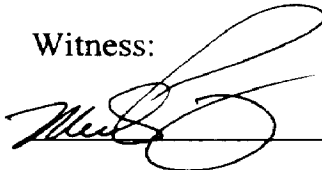
WHEREAS, pursuant to the Agreements, Borrower is granting to Lender a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby collaterally assign unto Lender and 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.

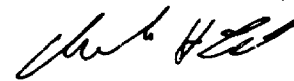
Borrower expressly acknowledges and affirms that the rights and remedies of Lender with respect to the assignment of security interest granted hereby are more fully set forth in the Agreements.

Dated: Boston, Massachusetts
January 24, 2002

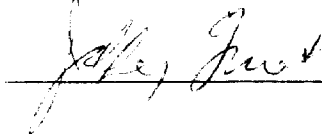
Witness:




KIRBY AND ALLEN INC.

By: 
Name: Charles H Ellis
Its: CEO/Treasurer

Witness:



EQUINOX BUSINESS CREDIT CORP.

By: 
Name: Robert H. Vorse
Its: President

Commonwealth

STATE OF Massachusetts)

: ss.:

COUNTY OF Suffolk)

On this 20th day of January, 2002, before me personally came Charles H. Ellis, to me known, who, being by me duly sworn, did depose and say that he is the CEO/Treasurer of Kirby and Allen Inc., the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the board of directors of said corporation.

Michelle Leveille
Notary Public

MICHELLE LEVEILLE
NOTARY PUBLIC
My Commission Expires Nov. 25, 2005

STATE OF _____)

: ss.:

COUNTY OF _____)

On this ____ day of _____, 200_, before me personally came Allen H. Vogel, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Equinox Business Credit Corp., the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.

Notary Public