

01-15-2003

FORM PTO-1584
(Rev. 6-203)

OMB No. 0551-0011 (exp. 4/94)

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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

To the Honorable Commissioner of Patents

original documents or copy thereof.

1. Name of conveying party(ies):

B. Boman & Co., Inc.

Execution date 5-9-1994

- ☐ Individual(s) ☐ Association
☐ General Partnership ☐ Limited Partnership
☒ Corporation-State NY
☐ Other

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

3. Nature of conveyance:

X Record to correct assignee's name
 AND to correct Nature of conveyance
 to read "Security interest" on a
 document previously recorded on Reel
 01190 Frame 249

2. Name and address of receiving party(ies)

Name: The Bank of New York

Internal Address:

Street Address: 530 Fifth Ave. Third Floor
City: NY State: NY ZIP: 10036

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State New York
☐ 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 patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,164,159 1,210,999
 1,350,720 1,327,100

Additional numbers attached? ☐ Yes ☒ No

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

Name: B. Boman & Co., Inc.

Internal Address: Attn: Cindy Ranson
General Counsel

Street Address: 1000 Huyler Street

City: Teterboro State: NJ ZIP: 07608

6. Total number of applications and registrations involved:

4

7. Total fee (37 CFR 3.41):

\$235.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

01/09/2003 DATE 00000079 1164159

DO NOT USE THIS SPACE

1. EC-1521 40.00 OP
 2. EC-1522 75.00 OP
 3. EC-1523 120.00 OP

Statement and signature. 120.00 OP
 I, the undersigned, certify that the foregoing information is true and correct and an attached copy is a true copy of the original document.

Cindy Ranson

Name of Person Signing

C Ranson

Signature

1/7/03

Date

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

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

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Honorable Commissioner of Patents and Trademarks

RECORDATION FORM COVER SHEET
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U.S. Department of Commerce
Patent and Trademark Office

U.S. PATENT & TRADEMARK OFFICE
Honorable Commissioner of Patents and Trademarks: Please record the attached documents or copy thereof.

1. Name of conveying party(ies):

B. Boman & Co., Inc.

- ☐ Individual(s)
☐ General Partnership
☒ Corporation-State
☐ Other
- ☐ Association
☐ Limited Partnership

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

3. Nature of conveyance: 01

- ☒ Assignment
☐ Security Agreement
☐ Other
- ☐ Merger
☐ Change of Name

Execution Date: May 9, 1994

Application number(s) or patent number(s):

A. Trademark Application No.(s)

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

Name: Peter Wallburg

Internal Address: The Bank of New York

Street Address: 530 Fifth Avenue, Third Floor

City: New York State: NY ZIP: 10036

- ☐ Individual(s) citizenship
☐ Association
☐ General Partnership
☐ Limited Partnership
☒ Corporation-State
☐ 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

B. Trademark Registration No.(s) 1,164,159; 1,210,999;
1,350,720; 1,327,100

Additional numbers attached? ☐ Yes ☒ No

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

Name: Abbe Dienstag

Internal Address: Kramer, Levin, Nafatalis,

Nessen, Kamin & Frankel

Street Address: 919 Third Avenue

City: New York State: NY ZIP: 10022

6. Total Number of applications and registrations involved:
4

7. Total fee (37 CFR 3.41) \$115.00

☒ Enclosed

☐ Authorized to be charged to deposit account

8. Deposit account number:

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

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150 KK 07/19/94 1164159

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.

Abbe Dienstag
Name of Person Signing

Signature

Date

89180243

Total number of pages including cover sheet, attachments, and document: 6

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patents & Trademarks, Box Assignments

THIS ASSIGNMENT ("Assignment") made as of the 1st day of March, 1994, by and between B. BOMAN & CO., INC., a New York corporation with its principal place of business in Long Island City, New York ("Assignor"), and The Bank of New York, a New York corporation with its principal place of business in New York City, New York ("Lender").

W I T N E S S E T H T H A T:

WHEREAS, Assignor has executed in favor of Lender a Promissory Note of even date herewith pursuant to which Lender has made loans, and may from time to time in the future make loans, to Assignor (the "Note") and a General Loan and Security Agreement, of even date herewith, securing, among other things, Assignor's obligations under the Note (hereinafter, as amended or modified from time to time, the "Loan Agreements"); and

WHEREAS, as additional security for the indebtedness, liabilities and obligations evidenced by the Note and any and all other indebtedness, obligations and liabilities of Assignor to Lender now existing or hereafter arising, Assignor has agreed to assign to Lender all of Assignor's right, title and interest in and to its United States trademarks, service marks and trademarks and service mark applications and the rights described and claimed therein, which are more particularly described and referenced on Exhibit A attached hereto and made a part hereof (collectively, the "Trademarks");

NOW, THEREFORE, in consideration of the foregoing, the parties hereto hereby agree as follows:

1. Assignor does hereby assign and transfer and grant a lien and security interest unto Lender as security for (1) performance by Assignor of each and every obligation to be performed by it contained in, and payment of all amounts now or hereafter due under, the Loan Agreements; (2) performance of each and every obligation of Assignor contained in this Assignment and payment of all sums now or hereafter due hereunder; and (3) payment and performance of any and all other indebtedness, obligations and liabilities of Assignor to Lender of every kind and description, direct, indirect and contingent, now existing or hereafter arising, due or to become due (the foregoing obligations of Assignor are hereinafter collectively referred to as the "Obligations"), all of Assignor's right, title and interest in and to the Trademarks, together with the goodwill of the business relating to each and all of the Trademarks and the right to sue for and recover damages for past or future infringements of the Trademarks, the same to be held and enjoyed by Lender for its own use and benefit and the use and benefit of its legal representa-

successors and assigns to the full end of the term of which the Trademarks are granted as fully and entirely as the same would have been held by Assignor had this Assignment not been made; provided, however, that until demand for payment has been made by Lender, Assignor may continue to use the Trademarks in its business, and all goodwill symbolized by the Trademarks shall accrue to Assignor as if it had not made this Assignment, so long as the nature and quality of all services rendered and goods sold by Assignor in connection with the Trademarks shall conform to standards not less than those currently set by Assignor. The rights and remedies of Lender upon demand for payment with respect to the assignment and security interest granted herein are more fully set forth in the Loan Agreements.

2. Assignor agrees to maintain registration of the Trademarks and to otherwise protect the Trademarks from infringement.

3. Assignor hereby agrees also to execute any further lawful document as reasonably requested by Lender in order to effectuate fully the assignment contemplated by this Assignment.

4. Upon full payment, performance and observance of the Obligations, Lender agrees at Assignor's request to give its written consent to termination of this Assignment, and to execute and deliver to Assignor all assignments and other instruments of transfer as may be reasonably necessary or proper to reassign to Assignor the Trademarks, such termination and assignment to be at Assignor's sole expense for out-of-pocket costs of Lender.

5. The date of this Assignment first set forth above is for identification purposes only and is the date this Assignment is deemed to be effective and to have been delivered by Assignor to Lender. This Assignment was executed by the parties on the dates set forth in the acknowledgments below.

6. Assignor irrevocably agrees to, and does hereby indemnify and hold harmless Lender, any of its agents and employees, and each and all and any of them (the "Indemnified Parties"), against any and all losses, claims, actions, causes of action, damages or liabilities (including any amount paid in settlement of any action, commenced or threatened), joint or several to which they, or any of them may become subject under statutory law or at common law, and to reimburse the Indemnified parties for any legal or other expenses reasonably incurred by them in connection with investigating, preparing for or defending against any actions, commenced or threatened, insofar as such losses, claims, damages, liabilities or actions arise out of or are related to this Assignment and the use by Assignor of the Trademarks from and after the date of this Assignment.

7. This Assignment shall inure to the benefit of the successors and assigns of Lender and shall be binding upon the successors and assigns of Assignor.

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AUG 04 '94 04:23PM KRAMER LEVIN NESSIN KAMIN

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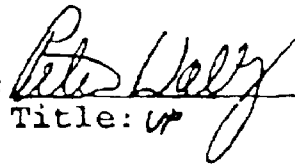
8. This Assignment shall be construed in accordance with and governed by the laws of the State of New York.

IN WITNESS WHEREOF, Assignor and Lender have caused this Assignment to be duly executed by their duly authorized officers, all as of the day and year first above written.

B. BOMAN & CO. INC.
Assignor

By: 
Title: C.F.O.

Bank of New York
Lender

By: 
Title: VP

STATE OF NEW YORK)
:
COUNTY OF NEW YORK)

On the 4th day of May, 1994, before me personally appeared Bernard Solomon, Chief Financial Officer of B. Boman & Co. Inc., to me known and known by me to be the Chief Financial Officer of said corporation and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.


Notary Public
My commission expires:

AUDRIE BIRNBAUM
NOTARY PUBLIC, State of New York
No. 4716173
Qualified in New York County
Commission Expires August 31, 1994

STATE OF NEW YORK)
COUNTY OF NEW YORK)

On the ^{May 1994} 9th day of April, 1994, before me personally appeared Pete Walling, VP. of Bank of New York, to me known and known by me to be Anthony of said bank and acknowledged said instrument so executed to be his free act and deed in said capacity and the free act and deed of said corporation.



Notary Public

My commission expires:

MERLE FERRARA
NOTARY PUBLIC, State of New York
No. 01FE5023529
Qualified in Richmond County
Commission Expires February 7, 1996

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EXHIBIT A
TO ASSIGNMENT OF TRADEMARKS
AND SERVICE MARKS AS COLLATERAL

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U.S. Trademark Registration:

<u>Registration No.</u>	<u>Date Registered</u>	<u>Trademark</u>
1,164,159	8/04/81	Famous Designer Clothes For The Woman Who Knows
1,210,999	9/28/92	Bolton's
1,350,720	7/23/85	Madison and Park
1,327,100	3/26/85	Sloat Sport

TRADEMARK

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KL2:50373.1

P.12/12

AUG 04 '94 04:24PM KROGER LEVIN NESSEN KAMIN

TRADEMARK

RECORDED: 01/08/2003

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