

11-12-2002



Form PTO-1594 RI
(Rev. 10/02)
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Tab settings

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

11-12-02

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

1. Name of conveying party(ies):

MORI LEE, LLC

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation-State **Delaware**
- Other _____

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

2. Name and address of receiving party(ies)

Name: **Keybank National Associaion**

Internal

Address: _____

Street Address: **575 Fifth Avenue**

City: **New York** State: **NY** Zip: **10017**

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State **United States**
- 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

3. Nature of conveyance:

- Assignment
- Merger
- Security Agreement
- Change of Name
- Other _____

Execution Date: **10-17-2002**

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,869,685

Additional number(s) attached Yes No

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

Name: **Dan L. Rosenbaum**

Internal Address: _____

Sonnenschein Nath & Rosenthal

Street Address: **1221 Avenue of the Americas**

City: **New York** State: **NY** Zip: **10022**

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ **40.00**

- 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.

Dan L. Rosenbaum

Name of Person Signing

Signature

October 24, 2002

Date

Total number of pages including cover sheet, attachments, and document: **5**

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

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40.00 OP

TRADEMARK
REEL: 2613 FRAME: 0986

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **MORI LEE LLC**, a Delaware limited liability company (the "*Grantor*"), is obligated to **KEYBANK NATIONAL ASSOCIATION**, as Lender (in such capacity, the "*Secured Party*"), under the Credit Agreement, dated as of October 17, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and between the Grantor and the Lender, and pursuant to which the Grantor has entered into the Security Agreement, dated as of October 17, 2002 (as amended, restated, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the Subsidiaries and Affiliates of Grantor and the Secured Party.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party a security interest in and to all of the right, title and interest of the Grantor in and to the trademark listed on Schedule 1, which trademark is registered in the United States Patent and Trademark Office (the "*Trademark*"), together with the goodwill of the business symbolized by the Trademark 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 prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

For good and valuable consideration, the receipt of which is hereby acknowledged, and for the purpose of recording the grant of the security interest as aforesaid with the United States Patent and Trademark Office, the Grantor does hereby further grant to the Secured Party a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations (as defined in the Security Agreement).

The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment of and security interest in the Collateral made and granted hereby are set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

The Secured Party's address is: 575 Fifth Avenue, New York, New York 10017.

[Signature on following page]

IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 17th day of October, 2002.

MORI LEE LLC

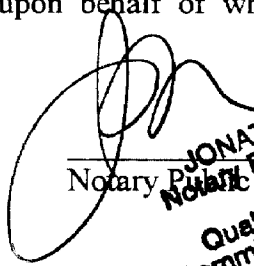
By: Mitchell Udell
Name: Mitchell Udell
Title: President

[Mori Lee Grant of Security Interest (Trademarks) Signature Page]

TRADEMARK
REEL: 2613 FRAME: 0988

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On the 14 day of October in the year 2002 before me, the undersigned, personally appeared Michael Wall, personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his/her capacity, and that by his/her signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.


Notary Public, State of New York
JONATHAN R. SILVERMAN
Notary No. 02SI6026322
Qualified in New York County
Commission Expires June 14, 2003

My Commission Expires:

Schedule 1
to
Grant of Security Interest (Trademark)
Dated as of October 17, 2002

Trademark	Reg. No.	Reg. Date / Filing Date
MORI LEE	1,869,685	December 27, 1994