

12-11-2002

Form P TO-1594

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(Rev. 03/01)

OMB No. 0651-0027 (exp.

5/31/2002)



U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

Tab settings ⇨ ⇨ ⇨ ▼

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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):

K&R Kids LLC

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

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

3. Nature of conveyance:

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

Execution Date: **August 15, 2002**

2. Name and address of receiving party(ies)

Name: **GE Capital Commercial Service, Inc.**

Internal

Address: _____

Street Address: **156 West 56th Street**

City: **New York** State: **NY** Zip: **10019**

- 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

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

A. Trademark Application No.(s)
See attached schedules

B. Trademark Registration No.(s)
See attached schedules

Additional number(s) attached Yes No

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

Name: **Stanley Seuradge**

Internal Address: **Schulte Roth & Zabel LLP**

Street Address: **919 Third Avenue**

City: **New York** State: **N.Y.** Zip: **10022**

6. Total number of applications and registrations involved:..... **5**

7. Total fee (37 CFR 3.41).....\$ **140.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500675 - Schulte Roth & Zabel

(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.

Stanley Seuradge

Name of Person Signing

Signature

October 28, 2002

Date

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

12/11/2002 MAILER 0000038 500675 75317026

01 FC:8521
02 FC:8522

40.00 CH
100.00 CH

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

TRADEMARK
REEL: 002631 FRAME: 0730

K & R INTERNATIONAL

<u>Mark</u>	<u>App.#</u>	<u>App. Dt</u>	<u>Reg. #</u>	<u>Reg. Dt</u>	<u>Classes</u>	<u>Status</u>
DIAPER-KINI DIAPERLESS BABY SWIMWEAR BY K&R SPORTSWEAR AND DESIGN	75/317,026	6/30/1997	2,192,098	9/29/1998	25	REGISTERED
ISABELLA (Stylized)	74/463,300	11/26/1993	1,868,415	12/20/1994	25	REGISTERED
LITTLE DIPPERS AND DESIGN	73/105,741	11/8/1976	1,149,881	3/31/1981	25	REGISTERED
PACIFIC ISLES	73/601,349	5/29/1986	1,424,939	1/13/1987	25	REGISTERED
STING RAY	73/515,630	12/28/1984	1,358,138	9/3/1985	25	REGISTERED

ASSIGNMENT FOR SECURITY

TRADEMARKS

WHEREAS, K&R Kids LLC (the "Assignor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement, dated as of August 15, 2002 (the "Security Agreement"), in favor of GE Capital Commercial Service, Inc. (the "Assignee");

WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a continuing security interest in all right, title and interest of the Assignor in, to and under the Trademarks, together with, among other things, the goodwill of the business symbolized by the Trademarks 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 and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor does hereby pledge, convey, sell, assign, transfer and set over unto the Assignee and grants to the Assignee a continuing security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of August 15, 2002.

K&R KIDS LLC

By: 
Name: Robert Almerini
Title: Chief Financial Officer

K & R INTERNATIONAL

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STING RAY	73/515,630	12/28/1984	1,358,138	9/3/1985	25	REGISTERED

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RECORDED: 10/28/2002**TRADEMARK
REEL: 002631 FRAME: 0733**