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

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

1. Name of conveying party(ies): First International Bank
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other a national banking association chartered under the laws of the United States of America
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: THL Inc.
Internal Address: 10th Floor South Tower
Street Address: 499 Seventh Avenue
City: New York State: NY Zip: 10018
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: October 23, 2002

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s) 2,216,358 and 2,072,213
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Mitchell E. Radin
Internal Address: Cowan DeBaets Abrahams & Sheppard LLP
Street Address: 41 Madison Avenue
City: New York State: NY Zip: 10010

6. Total number of applications and registrations involved: 2
7. Total fee (37 CFR 3.41) \$ 65.00
Enclosed
Authorized to be charged to deposit account
8. Deposit account number: 50-1639

DO NOT USE THIS SPACE

9. Signature.
Mitchell E. Radin
Name of Person Signing Signature Date December 10, 2002

12/16/2002 LHMELLER 00000018 501639 2216358 number of pages including cover sheet, attachments, and document: 4

01 FC:8521 40.00 CH
02 FC:8522 25.00 CH

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

FINANCE SECTION AM 6:49

RECORDS

ASSIGNMENT OF TRADEMARKS

This **ASSIGNMENT OF TRADEMARKS** is made this 7th day of October, 2002 by and between **FIRST INTERNATIONAL BANK**, a national banking association, having a principal place of business at 280 Trumbull Street, Hartford, Connecticut 06103 ("Assignor"), and **ZELDA DESIGN GROUP, INC.**, a New York corporation, having a principal place of business at 499 Seventh Avenue, 10TH Floor South Tower, New York, New York 10018 ("Assignee").

WHEREAS, pursuant to a certain Commercial Security Agreement dated June 29, 2001 (the "Security Agreement") by and between Assignor and Zelda Design Group, Inc., a New York corporation ("Zelda"), Assignor was granted a first priority, perfected security interest in any and all trademarks and the goodwill of the business associated therewith, including, but not limited to, those trademarks listed on Schedule A attached hereto and made a part hereof (the "Trademarks"), as security for a certain purchase money loan made by Assignor to Zelda of even date therewith in the principal amount of \$1,600,000 to fund the purchase of substantially all of the assets of ZV II, Inc., a New York corporation;

WHEREAS, Zelda defaulted in its obligations under the loan and the Security Agreement and Assignor sought enforcement of its rights and remedies, including, but not limited to, foreclosure upon, and obtaining possession of, any and all tangible and intangible assets of Zelda including the Trademarks;

WHEREAS, on or about August 22, 2002, Assignor obtained an Order Granting Possession of Collateral, Restraints and Other Relief in which Assignor was granted possession of all tangible and intangible assets of Zelda, among other things, including, but not limited to, the Trademarks;

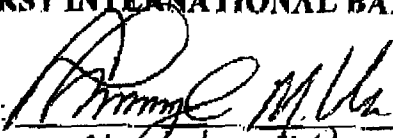
WHEREAS, Assignee desires to purchase and Assignor desires to sell, the Trademarks, among other things, pursuant to a Bill of Sale by and between Assignor and Assignee dated of even date herewith;

NOW, THEREFORE, in consideration of and exchange for the sum of \$1.00 and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

1. Assignor does sell, assign, transfer and set over unto Assignee its entire right, title and interest in and to the Trademarks, together with the good will symbolized by and associated with the business in connection with which the Trademarks are used, all income, royalties, and payments now or hereafter due or payable in respect thereto, and all causes of action either in law or equity, for past, present or future infringement based upon the Trademarks.
2. Assignor shall duly execute and deliver or cause to be executed and delivered all instruments of sale, conveyance, transfer and assignment, and all notices, releases, acquittances and other documents that may be necessary more fully to grant, convey, transfer, assign and deliver to and vest in Assignee the Trademarks hereby granted, conveyed, transferred, assigned and delivered or intended so to be.

IN WITNESS WHEREOF, Assignor has caused this Assignment of Trademarks to be executed by its duly authorized officer on the date first above written.

FIRST INTERNATIONAL BANK

By: 
Name: Christopher M. Orsini
Title: Director, Special Assets

SCHEDULE A

<u>Trademark</u>	<u>Registration Number</u>
ZELDA	2,216,358
LILY BY ZELDA	2,072,213