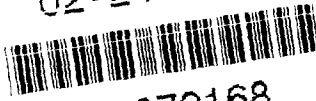


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Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) Tab settings



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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): 02.24.03 ELEGANT USA, LLC
[] Individual(s) [] Association
[] General Partnership [] Limited Partnership
[] Corporation-State
[X] Other Limited Liability Company
Additional name(s) of conveying party(ies) attached? [] Yes [] No

2. Name and address of receiving party(ies)
Name: The Bank of New York, as Internal Collateral Agent
Address:
Street Address: 385 Rifle Camp Road West
City: Paterson State: NJ Zip: 07424
[] 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

3. Nature of conveyance:
[] Assignment [] Merger
[] Security Agreement [] Change of Name
[X] Other Grant of Security Interest
Execution Date: February 7, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See Schedule 1 attached hereto
Additional number(s) attached [X] Yes [] No

See Schedule 1 attached hereto

5. Name and address of party to whom correspondence concerning document should be mailed:
Name:
Internal Address:
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
City: State: Zip:

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41): \$665.00
[] 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.
Janelle Telesford Janelle Telesford 2/19/03
Name of Person Signing Signature Date

02/25/2003 DRYRNE 00000025 2515686
01 FC:8521
02 FC:8522

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

Schedule 1
to
Grant of Security Interest (Trademarks)
Dated as of February 7, 2003

Mark	Registration Number/Application Number
Back Breeze	2,515,686
Comfortgel	2,432,257
Massageair	2,428,049
Misc. Design (Cowboy)	1,499,463
Ortho Advantage	1,746,379
Ortho Breeze	2,448,166
Performance Cover	1,477,576
Saddleman	1,237,207
Surefit	1,423,783
Ultimatefit	2,100,512
Value Tried	1,849,214
Fashion Magic	76/299,967
NX Racing	78/184577
Smart Seat	78/181618
Ec Two Stage Elctro Coat Powder Coat Finish	78/169820
By Elegant The Canopy	76-380715
By Elegant The Buckset	76-267383
By Elegant The Bench	76-267381

Mark	Registration Number/Application Number
Power Grip	2,529,651
CSS Comfort Support System	75-897074
(BUMPER Design)	2,416,686
Elegant	2,343,714
Polar Bear (and Design)	2,418,085
Elegant USA	2,540,775
Elegant USA	2,238,832
Elegant USA	2,212,229

GRANT OF SECURITY INTEREST (TRADEMARKS)

The undersigned, **ELEGANT USA, LLC**, a New Jersey limited liability company (the "*Grantor*"), is obligated to **THE BANK OF NEW YORK**, as Administrative Agent (in such capacity, the "*Administrative Agent*"), **THE BANK OF NEW YORK**, as Collateral Agent (in such capacity, the "*Secured Party*"), and the lenders from time to time party to the Credit Agreement, dated as of February 7, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), by and among the Grantor, such lenders, the Administrative Agent and the Secured Party, and pursuant to which the Grantor has entered into the Security Agreement, dated as of February 7, 2003 (as amended, supplemented or otherwise modified from time to time, the "*Security Agreement*"), by and between the Grantor, the subsidiaries of Grantor from time to time party thereto 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 trademarks listed on Schedule 1, which trademarks are registered in the United States Patent and Trademark Office (the "*Trademarks*"), together with 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 (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, the Grantor does hereby further assign to the Secured Party, and 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: One Wall Street, New York, New York 10286.


IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 7th day of February 2003.

ELEGANT USA, LLC

By: 
Name: Yohanan Hartog
Title: President

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

On the 7th day of February in the year 2003 before me, the undersigned, personally appeared Yohanan Harzog, 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 capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

My Commission Expires:

January 24, 2006