

Form PTO-1594
(Rev. 03/01)

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
CONGRESS FINANCIAL CORPORATION

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

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

2. Name and address of receiving party(ies):
Name: T.A.C. GROUP, INC.
Address: _____
24 Wilson Way
Westwood, Massachusetts 02090

 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Massachusetts
 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) & addresses attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other Release of Security Interest
By Court Order

Execution Date: July 8, 2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
1,209,790 AND 6 OTHERS

Additional Numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Patrick Boisson
Internal Address: Fross Zelnick Lehrman & Zissu, P.C.
Street Address: 866 United Nations Plaza
City: New York State: NY Zip: 10017

Tel: (212) 813-5900 • Fax: (212) 813-59 01

6. Total number of applications and registration involved:.....7

7. Total fee (37 CFR 3.41) \$ 190.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
23-0825 - Docket No. JGI-0303171

(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.

Susan Upton Douglass [Signature] August 1, 2003
Name of Person Signing Signature Date

Total number of pages comprising cover sheet: _____

CH \$190.00 230825 1209790

SCHEDULE OF TRADEMARKS

JOHN MEYER and design	1,209,790
JOHN MEYER OF NORWICH	851,256
EMILY PETITES	1,354,340
EMILY PETITES (stylized)	1,356,848
EMILY II	1,360,723
EMILY	1,147,254
JOHN MEYER	935,535

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UNITED STATES BANKRUPTCY COURT
FOR THE DISTRICT OF MASSACHUSETTS
EASTERN DIVISION

In re:

T.A.C. GROUP, INC.
d/b/a Frugal Fannie's Fashion
Warehouse,

Debtor

Chapter 11
Case No. 03-13418-JNF

ORDER ON DEBTOR'S MOTION TO SELL TRADEMARKS OF THE
ESTATE, FREE AND CLEAR OF LIENS AND ENCUMBRANCES

This matter having come before the Court upon the motion and notice of the Debtor's intent to sell property of the estate, free and clear of liens and encumbrances ("Motion") specifically the trademarks "John Meyer" and "John Meyer of Norwich" and "Emily", "Emily...Petites" and "Emily II" comprising U.S. Trademark Registration Nos. 851,256, 1,209,790, 1,147,254, 1,354,340, 1,356,848, 935,535 and 1,360,723 (the "Trademarks"); and the Court finding that notice has been properly given to parties in interest; and no objections or counteroffers having been received in response to the notice; and the Court finding that the sale, on the terms described in the Motion and the attached agreement, is appropriate; and the Court finding that the purchaser is a good faith purchaser, as that term is used in § 363(m) of the Bankruptcy Code, and entitled to the protections provided such sections:

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IT IS HEREBY ORDERED that the Debtor's Motion shall be and hereby is allowed, and the Debtor is hereby authorized to sell all of the estate's interest in the Trademarks to Judy's Group, Inc. ("Purchaser") or its nominee, for the sum of \$40,000.00. The sale shall be completed as provided for in the Agreement. If the Purchaser does not complete the sale on or before this date, the deposit of \$10,000.00 may be forfeited.

IT IS FURTHER ORDERED that such sale shall be free and clear of all liens, encumbrances, claims, demands, judgments, licenses, security interests, pledges, impediments, and mortgages of any nature, with valid liens to attach to the proceeds in their order of priority.

IT IS FURTHER ORDERED that the Debtor is authorized to execute, acknowledge and deliver all documents and instruments necessary to necessary and proper to complete the sale to Purchaser.

Dated this 8th day of July, 2003

Joan N. Feeney
JOAN N. FEENEY
Bankruptcy Judge

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