

06-17-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

RECORDATION TRADEMARK

DEPARTMENT OF COMMERCE Patent and Trademark Office



102475269

Tab settings → → → ▼

To the Honorable Commissioner of Patents and Trademarks. This document contains original documents or copy thereof.

1. Name of conveying party(ies): **Bamboo Abbott, Inc. d/b/a Prestige Window Fashions**

- Individual
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:
- Assignment
  - Security Agreement
  - Other **Power of Attorney**
  - Merger
  - Change of Name

Execution Date: **June 5, 2003**

2. Name and address of receiving party(ies):

Name: **The CIT Group/Business Credit, Inc.**

Internal Address: \_\_\_\_\_

Street Address: **1211 Avenue of the Americas**

City: **New York** State: **NY** ZIP: **10036**

- Individual(s) citizenship \_\_\_\_\_
- Association \_\_\_\_\_
- General Partnership \_\_\_\_\_
- Limited Partnership \_\_\_\_\_
- Corporate-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

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

A. Trademark Application No.(s) **78236230; 78236225; 78169847**

B. Trademark registration No.(s): **2595813; 2551075; 2663996; 2672736;**

Additional numbers attached?  Yes  No

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

Name: **Elizabeth M. Crassweller**

Internal Address: **Stradley Ronon Stevens & Young, LLP**

Street Address: **2600 One Commerce Square**

City: **Philadelphia** State: **PA** ZIP: **19103-7098**

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41):..... \$ **190**  
 Enclosed  
 Authorized to be charged to deposit account

8. Deposit account number: **NOT APPLICABLE**  
(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.*

**Elizabeth M. Crassweller**  
Person Signing

*Elizabeth Crassweller*  
Signature

**June 9, 2003**  
Date

Total number of pages comprising cover sheet: **1**

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

06/16/2003 6TOM11 00000120 78236230

01 FC:8521 40.00 DP  
02 FC:8522 150.00 DP

Security Agreement

Trademarks

WHEREAS, BAMBOO ABBOTT, INC., d/b/a Prestige Window Fashions, a New Jersey corporation (herein referred to as "**Borrower**"), has adopted, used and is using the trademarks and service marks listed in Schedule 1-A attached hereto and made a part hereof, which trademarks and service marks are registered or pending registration in the United States Patent and Trademark Office, and has adopted, used and is using the common law trademarks, service marks, and trade names listed in Schedule 1-B attached hereto and made a part hereof (collectively, the "**Trademarks**"); and

WHEREAS, Borrower is obligated to THE CIT GROUP/BUSINESS CREDIT, INC., a New York corporation (herein referred to as "**Lender**"), and has entered into a Trademark and Patent Security Agreement dated June 6, 2000 (as amended, restated and supplemented from time to time, the "**Agreement**") in favor of Lender; and

WHEREAS, pursuant to the Agreement, Borrower has granted to Lender a security interest in, and mortgage on, all right, title and interest to Borrower in and to 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, all as more fully described in the Agreement (the "**Collateral**"), to secure the payment, performance and observance of the Obligations, as defined in the Agreement;

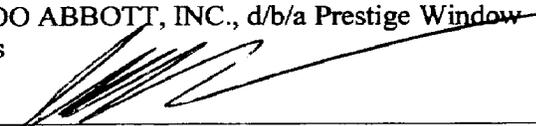
NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby further grant to Lender a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

Borrower does hereby further acknowledge and affirm that the rights and remedies of Lender with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

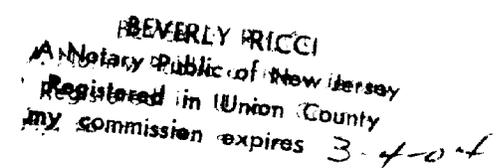
Lender's address is 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Borrower has caused this Security Agreement to be duly executed by its duly authorized officer as of the 5 day of June, 2003.

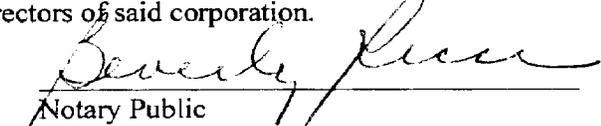
BAMBOO ABBOTT, INC., d/b/a Prestige Window Fashions

By:   
Name: Joel S. Botwick  
Title: President

STATE OF NY  
COUNTY OF Ulster

)  
)ss.:   
)  
BEVERLY RICCI  
A Notary Public of New Jersey  
Registered in Union County  
my commission expires 3-4-04

On this 5 day of June, 2003, before me personally came Joel S. Botwick, to me known, who being duly sworn, did depose and say, that he is the President of Bamboo Abbott, Inc., d/b/a Prestige Window Fashions, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
Notary Public

Doc. #679715v.1

SCHEDULE 1-A

U.S. Registered Trademarks/Service Marks

<u>Item</u>	<u>Registration #</u>	<u>Effective Date</u>	<u>Expiration Date</u>
Woven Treasures	2595813	July 16, 2002	July 16, 2012
Devonwood	2551075	March 19, 2002	March 19, 2012
Melbourne Window Shadings	2663996	December 17, 2002	December 17, 2012
Volterra	2672736	January 7, 2003	January 7, 2013

U.S. Applications

<u>Mark</u>	<u>Serial No.</u>	<u>App. Date</u>	<u>Comment</u>
Designer Woods	78236230	April 10, 2003	New Application; Intent to Use Application
Diplomat Woods	78236225	April 10, 2003	New Application; Intent to Use Application
Tropical Isle Collection	78169847	October 1, 2002	New Application; Intent to Use Application

SCHEDULE 1-B

U.S. Common Law Trademarks/Service Marks

<u>Trademark</u>	<u>Date of First Use</u>	<u>Comment</u>
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None.

Common Law Trade Names

<u>Trade Name</u>	<u>Date of First Use</u>	<u>Comment</u>
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None.

POWER OF ATTORNEY

STATE OF \_\_\_\_\_ )  
 ) ss.:  
COUNTY OF \_\_\_\_\_ )

KNOW ALL MEN BY THESE PRESENTS, that BAMBOO ABBOTT, INC., d/b/a PRESTIGE WINDOW FASHIONS, a New Jersey corporation (herein referred to as "**Borrower**"), hereby appoints and constitutes THE CIT GROUP/BUSINESS CREDIT, INC. ("**Lender**"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Borrower:

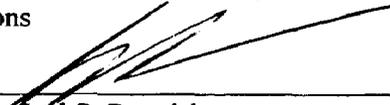
1. Execution and delivery of any and all agreements, documents, instruments of assignment, or other papers which Lender, in its sole discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all of the right, title, and interest of Borrower in and to any trademarks, service marks or patents and all registrations, recordings, reissues, continuations, continuations-in-part, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Lender, in its sole discretion, deems necessary or advisable to further the purposes described in subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark and Patent Security Agreement between Borrower and Lender dated June 6, 2000 (the "**Security Agreement**") and may not be revoked until indefeasible payment in full of all Borrower's "**Obligations**", as such term is defined in the Security Agreement.

Dated as of June 5 2003.

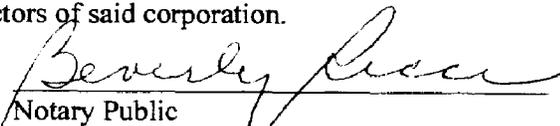
BAMBOO ABBOTT, INC., d/b/a Prestige Window Fashions

By:   
Name: Joel S. Botwick  
Title: President

STATE OF NJ  
COUNTY OF Union

)  
)ss.: BEVERLY RICCI  
) A Notary Public of New Jersey  
Registered in Union County  
my commission expires 3-4-04

On this 5 day of June, 2003, before me personally came Joel S. Botwick, to me known, who being duly sworn, did depose and say, that he is the President of Bamboo Abbott, Inc., d/b/a Prestige Window Fashions, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.

  
Notary Public

ecrassweller@stradley.com

Direct Dial: (215) 564-8133

June 9, 2003

**VIA CERTIFIED MAIL;  
RETURN RECEIPT REQUESTED**

Commissioner of Patents and Trademarks  
Box Assignments  
Washington, D.C. 20231

Re: **Bamboo Abbott, Inc. d/b/a Prestige Window Fashions (assignor)**  
**The CIT Group/Business Credit, Inc. (assignee)**  
**Trademark Security Agreement and  
Power of Attorney**

Dear Sir or Madam:

Enclosed for filing with your office is a Trademark Security Agreement and related Power of Attorney for the above listed parties with respect to the seven (7) trademarks described therein, along with the appropriate recordation cover sheet and a check in the amount of \$190 as payment of the requisite filing fee.

Please record the enclosed documents as appropriate and return evidence thereof to the undersigned. If you have any questions or comments, please do not hesitate to contact me at (215) 564-8133.

Sincerely,



Elizabeth M. Crassweller  
Paralegal

Enclosures

cc: Kimberlee S. Knopf, Esquire