

07-23-2003

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



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

102503907

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

1. Name of conveying party(ies): The CIT Group/Business 1211 Avenue of the Americas New York, NY 10036 [] Individual(s) [] Association [] General Partnership [] Limited Partnership [x] Corporation-State [] Other Additional name(s) of conveying party(ies) attached? [] Yes [x] No

7.21.03

2. Name and address of receiving party(ies) Name: Caswell-Massey, Co., Ltd. Internal Address: Street Address: 121 Fieldcrest Avenue City: Edison State: NJ Zip: 08837 [] Individual(s) citizenship [] Association [] General Partnership [] Limited Partnership [x] 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 [x] No

3. Nature of conveyance: [] Assignment [] Merger [] Security Agreement [] Change of Name [x] Other Termination of Secured Interest Execution Date: September 7, 2001

4. Application number(s) or registration number(s): A. Trademark Application No.(s) B. Trademark Registration No.(s) 1119488 Additional number(s) attached [x] Yes [] No

5. Name and address of party to whom correspondence concerning document should be mailed: Name: Purvi Maniar, Esq. Internal Address: Epstein Becker & Green, P.C. Street Address: 250 Park Avenue City: New York State: NY Zip: 10177

6. Total number of applications and registrations involved: 3 7. Total fee (37 CFR 3.41): \$590.00 [x] 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. Audrey M. Vasey Signature Date: July 8, 2003

07/22/2003 LHMILLER 00000206 1119488

Total number of pages including cover sheet, attachments, and document: 16

01 FC:8521 02 FC:8522

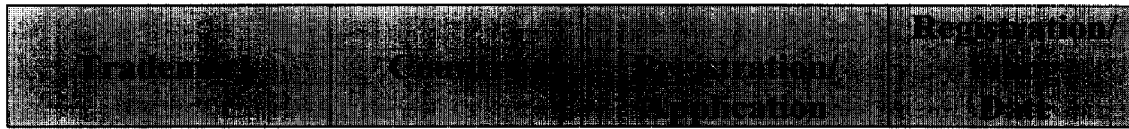
40.00 DP 550.00 DP

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

TRADEMARK REEL: 002783 FRAME: 0743

Schedule 5.16.(a) Intellectual Property**CASWELL-MASSEY TRADEMARK CHART**

Federal Trademark Applications and Registrations

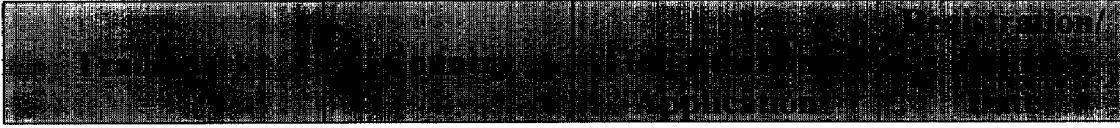


CASWELL-MASSEY	United States	Reg. 1119488	06/05/1979
CASWELL-MASSEY	United States	Reg. 1303226	10/31/1984
CASWELL-MASSEY AMERICA'S OLDEST CHEMISTS AND PERFUMERS ESTABLISHED IN 1752 & DESIGN	United States	Reg. 1924989	10/10/1995
BEAUTY NECTAR	United States		
DR. HUNTER'S ORIGINAL REMEDIES *	United States	Reg. 2639888*	10/22/2002
DR. HUNTER'S *	United States	Reg. 2244845*	05/11/1999
ELIXER OF LOVE	United States	Reg. 2007234	10/08/1996
FAIR OF FACE	United States	Reg. 2289596	10/26/1999
FRAGRANT WORLD OF CASWELL- MASSEY	United States	Reg. 1127138	11/27/1979
FRAGRANT WORLD OF CASWELL- MASSEY & DESIGN	United States	Reg. 2549108	03/19/2002
GIFTS OF THE SEA	United States	App. 76/479227	
GIFTS OF THE SEA	United States	App. 76/479228	
HOT PATCHOULI	United States	Reg. 2189681	09/15/1998
HOT STUFF	United States		
JUST WHAT THE DOCTOR ORDERED	United States		
MICHELSEN BAY RUM	United States		
NUMBER SIX	United States	Reg. 1924983	10/10/1995
PERSIAN LEATHER	United States	Reg. 812677	08/09/1966
PETALS & LACE	United States	Reg. 2186256	09/01/1998
PETALS & LACE	United States	Reg. 2257205	06/29/1999
PURPLE SAGE	United States		
SECRETS WORTH KNOWING	United States	Reg. 2243268	05/04/1999

Schedule 5.16.(a) Intellectual Property

CASWELL-MASSEY TRADEMARK CHART

Federal Trademark Applications and Registrations



TRICORN	United States	Reg. 2353729	3/30/2000
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* CIT Group/Credit Finance, Inc. erroneously entered as owner by assignment by Assignment Branch of the U.S. Patent and Trademark Office. Request for certificate of correction is pending.

CIT Business Credit
1211 Avenue of the Americas
New York, NY 10036

F: 212 790-9100
F: 212 790-9123



September 7, 2001

Ms. Anne E. Robinson
65 Central Park West #4F
New York, NY 10023

Re: **CASWELL-MASSEY CO., LTD.
CASWELL-MASSEY OF PITTSBURGH, INC.
CASWELL-MASSEY OF NEWPORT BEACH, INC.
CASWELL-MASSEY OF GEORGETOWN, INC.
CASWELL-MASSEY OF PLAINSBORO, INC.
CASWELL-MASSEY OF CLEVELAND, INC.
CASWELL-MASSEY OF BOSTON, INC.**
(herein collectively the "Company")

Ms. Robinson:

We refer to Loan and Security Agreement with above referenced Company dated July 10, 1997, as supplemented and amended (herein the "Agreement"), which account was guaranteed by per your Guaranty dated September 17, 1999, effective as of September 7, 2001 you are hereby released from your Guaranty and the Guaranty is terminated in accordance with its terms.

Very truly yours,

THE CIT GROUP/BUSINESS CREDIT, INC.

By 
Andrew Haus Spiegel
Vice President

FIRST UNION NATIONAL BANK
 190 River Road
 Summit, NJ 07901

September 7, 2001

The CIT Group/Business Credit, Inc.,
for itself and its participants
 (f/k/a The CIT Group/Credit Financing, Inc.)
 1211 Avenue of the Americas
 New York, NY 10036

PAY-OUT LETTER

Re: CASWELL-MASSEY CO., LTD.
CASWELL-MASSEY OF PITTSBURGH, INC.
CASWELL-MASSEY OF SANTA ANA, INC.
CASWELL MASSEY OF STONESTOWN GALLERIA, INC.
CASWELL-MASSEY OF NEWPORT BEACH, INC.
CASWELL-MASSEY OF GEORGETOWN, INC.
CASWELL-MASSEY OF BALTIMORE, INC.
CASWELL-MASSEY OF ST. LOUIS, INC.
CASWELL-MASSEY OF PLAINSBORO, INC.
CASWELL-MASSEY OF WORLD F. CENTER, INC.
CASWELL-MASSEY OF CLEVELAND, INC.
CASWELL-MASSEY OF NASHVILLE, INC.
CASWELL-MASSEY OF BOSTON, INC.
 (herein collectively the "Company")

Gentlemen:

Reference is made to the Loans and Security Agreement between Caswell-Massey Co., Ltd. and certain of its affiliates (herein collectively the "Company") and CIT, dated July 10, 1997, together with all amendments thereto, and any other loan documents between you and the Company, pursuant to which you have made secured loans, advances and/or extensions of credit to the Company (the "Existing Financing Agreement").

The Company has entered into, or is about to enter into, a financing arrangement with us, pursuant to which we will make secured loans and advances to the Company (the "New Financing Agreement"). Pursuant to the Company's instructions in conjunction with the New Financing Agreement, you will be paid in cash the full amount of the outstanding balance of loans and advances and all other amounts owing by the Company to you under the Existing Financing Agreement (the "Outstanding Loan Balance").

Therefore, pursuant to mutual understanding, it is hereby agreed that upon your receipt of (a) said Outstanding Loan Balance in immediately available funds, which amounts to \$2,093,099.59, no later than 1 P.M. on September 7, 2001 by wire transfer as follows:

Name of Bank: Chase Manhattan Bank
 ABA No.: 021000021
 Account Name: The CIT Group/Business Credit, Inc.
 Account Number: 144-024642
 Reference: CASWELL-MASSEY

and (b) a fully executed copy of the attached Termination/Reassignment Letter together with the indemnities with respect to returned and unpaid checks and outstanding letters of credit (the "Indemnity"):

1. You hereby confirm that you shall release any and all liens upon and security interests in any collateral under the Existing Financing Agreement, and further confirm that upon such receipt by you, you shall claim no lien upon or security interests in any of the Company's assets or property (subject to your reserved rights in certain checks and similar instruments pursuant to the Indemnity), and
2. You hereby agree to promptly execute and deliver to us any and all appropriate UCC Terminations and/or other releases to evidence your release of said liens and security interests, and
3. You hereby confirm and agree that, from time to time hereafter, upon our reasonable request you will execute and deliver such additional similar lien releases as may be necessary to effectively terminate any and all of your liens and/or security interests on the assets and properties of the Company on any public record.

If the foregoing is in accordance with your understanding of our agreement kindly so indicate by signing and returning the enclosed copy of this letter. The Company has signed below to confirm its authorization and instructions to us to (a) pay such Outstanding Loan Balance to you and execute and deliver said Indemnity to you; (b) an a Early Termination Fee of \$25,000; (c) a \$25,000 deposit which will be returned in to you in forty-five (45) days and (d) accounting fees \$2,100; (e) charge its loan account with us under the New Financing Agreement with all amounts paid to you hereunder or under the Indemnity.

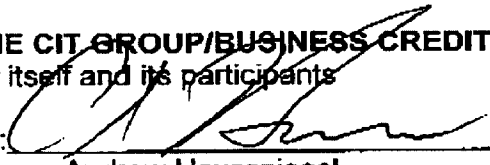
Very truly yours,

FIRST UNION NATIONAL BANK

By: _____
 Name:
 Title:

Read and Agreed to:

THE CIT GROUP/BUSINESS CREDIT, INC.
 for itself and its participants

By: 
 Andrew Hausspiegel
 Vice President

Name of Bank: Chase Manhattan Bank
ABA No.: 021000021
Account Name: The CIT Group/Business Credit, Inc.
Account Number: 144-024842
Reference: CASWELL-MASSEY

and (b) a fully executed copy of the attached Termination/Reassignment Letter together with the indemnities with respect to returned and unpaid checks and outstanding letters of credit (the "Indemnity"):

1. You hereby confirm that you shall release any and all liens upon and security interests in any collateral under the Existing Financing Agreement, and further confirm that upon such receipt by you, you shall claim no lien upon or security interests in any of the Company's assets or property (subject to your reserved rights in certain checks and similar instruments pursuant to the Indemnity), and
2. You hereby agree to promptly execute and deliver to us any and all appropriate UCC Terminations and/or other releases to evidence your release of said liens and security interests, and
3. You hereby confirm and agree that, from time to time hereafter, upon our reasonable request you will execute and deliver such additional similar lien releases as may be necessary to effectively terminate any and all of your liens and/or security interests on the assets and properties of the Company on any public record.

If the foregoing is in accordance with your understanding of our agreement kindly so indicate by signing and returning the enclosed copy of this letter. The Company has signed below to confirm its authorization and instructions to us to (a) pay such Outstanding Loan Balance to you and execute and deliver said Indemnity to you; (b) an a Early Termination Fee of \$25,000; (c) a \$25,000 deposit which will be returned in to you in forty-five (45) days and (d) accounting fees \$1,200; (e) charge its loan account with us under the New Financing Agreement with all amounts paid to you hereunder or under the Indemnity.

Very truly yours,

FIRST UNION NATIONAL BANK

By: K. H. Czakniowski
Name: Kathleen H. Czakniowski
Title: S. R. P.

Read and Agreed to:

THE CIT GROUP/BUSINESS CREDIT, INC.
for itself and its participants

By: _____
Name:
Title:

To: **FIRST UNION NATIONAL BANK**

In consideration of your executing and delivering to The CIT Group/Business Credit, Inc. (herein the "CITBC") the aforesaid Letter substantially in the form set forth above, or with such changes in form as may be required to make it acceptable to them, we hereby agree to indemnify you and save you harmless from any loss, claim or liability in connection therewith and to pay you on demand any amount you pay pursuant to the provisions of such Letter. Your obligation to make such payments shall be determined exclusively by you, notwithstanding any judgment we may express to the contrary, and all such payments shall be conclusive upon us insofar as you are concerned, (and you have the right to charge our account with you with any amounts paid by you to the CITBC pursuant to such Letter) but shall not prejudice our rights against the CITBC should we question the propriety of any such demand.

**CASWELL-MASSEY CO., LTD.
CASWELL-MASSEY OF PITTBURGH, INC.
CASWELL-MASSEY OF SANTA ANA, INC.
CASWELL MASSEY OF STONESTOWN GALLERIA, INC.
CASWELL-MASSEY OF NEWPORT BEACH, INC.
CASWELL-MASSEY OF GEORGETOWN, INC.
CASWELL-MASSEY OF BALTIMORE, INC.
CASWELL-MASSEY OF ST. LOUIS, INC.
CASWELL-MASSEY OF PLAINSBORO, INC.
CASWELL-MASSEY OF WORLD F. CENTER, INC.
CASWELL-MASSEY OF CLEVELAND, INC.
CASWELL-MASSEY OF NASHVILLE, INC.
CASWELL-MASSEY OF BOSTON, INC.**

By: *Ann E. Robinson*
Title: *President*
Of each of the Companies

CIT Business Credit
1211 Avenue of the Americas
New York, NY 10036

F: 212 790-9100
F: 212 790-9123



Date: September 7, 2001

**CASWELL-MASSEY CO., LTD.
CASWELL-MASSEY OF PITTSBURGH, INC.
CASWELL-MASSEY OF SANTA ANA, INC.
CASWELL MASSEY OF STONESTOWN GALLERIA, INC.
CASWELL-MASSEY OF NEWPORT BEACH, INC.
CASWELL-MASSEY OF GEORGETOWN, INC.
CASWELL-MASSEY OF BALTIMORE, INC.
CASWELL-MASSEY OF ST. LOUIS, INC.
CASWELL-MASSEY OF PLAINSBORO, INC.
CASWELL-MASSEY OF WORLD F. CENTER, INC.
CASWELL-MASSEY OF CLEVELAND, INC.
CASWELL-MASSEY OF NASHVILLE, INC.
CASWELL-MASSEY OF BOSTON, INC.**

121 Fieldcrest Avenue
Edison, NJ 08837

RE: TERMINATION/REASSIGNMENT

Gentlemen:

We refer to the Loan and Security Agreement, dated July 10, 1997, between you and The CIT Group/Credit Finance, Inc., now known as The CIT Group/Business Credit, Inc. as the result of a merger, with The CIT Group/Business Credit, Inc. being the successor of said merger, as amended (herein the "Agreement"). Capitalized terms used herein and defined in the Agreement shall have the same meanings as set forth therein unless otherwise specifically defined herein.

Concurrently herewith or prior hereto: (i) you have paid or caused to be paid to us the outstanding balance due and owing by you to us under the Agreement; (ii) we have reassigned and hereby do reassign to you, without recourse or warranty, all of the Accounts and other Collateral previously assigned by you to us; (iii) the Agreement is hereby terminated by mutual consent; and (iv) we are delivering herewith terminations and/or releases of our liens or security interests on public record.

In consideration of the above, and for other valuable consideration receipt of which is hereby acknowledged, and subject to the below exceptions, we hereby remise, release and discharge you, and your successors and assigns, and you hereby remise, release and discharge us, and our successors and assigns, of and from any and all claims, demands, debts, accounts, contracts, obligations, liabilities, actions and causes of action, whether in law or in equity, which either party ever had, now has, or hereafter may have against the other, directly or indirectly arising out of or in any way relating to the Agreement, any amendments thereto, or any transactions between us thereunder (herein the "Mutual Release").

The foregoing is expressly conditioned on the understanding that all of our rights are reserved and preserved in and to any checks or similar instruments for the payment of money heretofore, received and retained by us in connection with the Agreement, and in and to any money due or to become due by reason of such checks or similar instruments, and/or the proceeds thereof, and/or all of our claims thereon. Further, you acknowledge that we may not yet have received full and final credit for all checks or similar instruments for the payment of money heretofore delivered to them by you or your account debtors pursuant to the provisions of the Agreement and deposited by us for collection, the amount of which checks and similar instruments have nevertheless been credited to you in computation of the sums owing to us.

Therefore, the aforesaid Mutual Release set forth in third paragraph of this letter is all expressly conditional upon receipt by us of full and final payment: (a) of all amounts owing by you to us under the Agreement; and (b) of all checks, notes and other instruments for the payment of money previously received by us in connection with said Agreement and deposited for collection (herein "Uncollected Checks"). You hereby agree to reimburse and pay promptly to us, or cause to be reimbursed and paid promptly to us, the full face amount (plus protest, other bank charges, or any costs or fees relating thereto) of any such Uncollected Checks which may hereafter be dishonored or returned to us or remain unpaid for any reason whatsoever.

As collateral security for your obligations, indebtedness, and liabilities to us with respect to Uncollected Checks, as more fully set forth in the immediately preceding paragraph (the "Uncollected Checks Reimbursement Obligations"), you hereby (i) agree to pay to us (in addition to all of your Obligations outstanding as of the date hereof) the additional amount of \$25,000 (the "Uncollected Checks Reserve") and (ii) pledge and assign to us, and grant to us a continuing security interest in and lien upon, all of your right, title and interest in and to the Uncollected Checks Reserve. The Uncollected Checks Reserve shall (x) at all times be held by us or our designee, (y) at all times be under our dominion and control and (z) be non-interest bearing. We may at any time and from time to time, and without notice to you or to any other party (any such notice being hereby expressly waived) set off, charge and/or apply all of the Uncollected Checks Reserve against and on account of the Uncollected Checks Reimbursement Obligations as they come due. Any balance of said Uncollected Checks Reserve remaining after six (6) months have elapsed from the date hereof shall be returned to you. Should your Uncollected Checks Reimbursement Obligations exceed the Uncollected Checks

TRADEMARK

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Reserve (the "Uncollected Checks Excess"), you shall remain liable to us for said Uncollected Checks Excess and shall immediately pay any such Excess to us upon demand. Any unapplied amounts in the Uncollected Checks Reserve subsequent to sixty (60) days from the date hereof will be delivered by CITBC to First Union, and you hereby (i) irrevocably authorize CITBC to so transfer any such amount and (ii) hold harmless and indemnify CITBC for any such transfer and delivery.

In consideration of the preparation of this Termination/Reassignment Agreement and the release and terminations of liens and security interests contemplated hereby by our Legal Department, you hereby agree to pay to us the sum of \$2,150.00 and you authorize us to charge your loan account with that sum. The foregoing amount contemplates costs of approximately \$1,800 for preparation and filing of termination statements. In the event said amount is less, any excess will be added to the Uncollected Check Reserve and treated as such in accordance with the terms hereof.

If the foregoing is in accordance with your understanding, kindly sign and return to us the enclosed copy of this letter to so indicate. Your signature below shall also authorize your New Lender to issue the letter printed below and shall represent your agreement to indemnify said New Lender for any obligations incurred by it thereunder.

Very truly yours,

THE CIT GROUP/BUSINESS CREDIT, INC.
for itself and its participants

By 
Title: Vice President

Read and Agreed to:

- CASWELL-MASSEY CO., LTD.
- CASWELL-MASSEY OF PITTSBURGH, INC.
- CASWELL-MASSEY OF SANTA ANA, INC.
- CASWELL MASSEY OF STONESTOWN GALLERIA, INC.
- CASWELL-MASSEY OF NEWPORT BEACH, INC.
- CASWELL-MASSEY OF GEORGETOWN, INC.
- CASWELL-MASSEY OF BALTIMORE, INC.
- CASWELL-MASSEY OF ST. LOUIS, INC.
- CASWELL-MASSEY OF PLAINSBORO, INC.
- CASWELL-MASSEY OF WORLD F. CENTER, INC.
- CASWELL-MASSEY OF CLEVELAND, INC.
- CASWELL-MASSEY OF NASHVILLE, INC.
- CASWELL-MASSEY OF BOSTON, INC.

By _____
Title:

Of each of the Companies

Reserve (the "Uncollected Checks Excess"), you shall remain liable to us for said Uncollected Checks Excess and shall immediately pay any such Excess to us upon demand. Any unapplied amounts in the Uncollected Checks Reserve subsequent to sixty (60) days from the date hereof will be delivered by CITBC to First Union, and you hereby (i) irrevocably authorize CITBC to so transfer any such amount and (ii) hold harmless and indemnify CITBC for any such transfer and delivery.

In consideration of the preparation of this Termination/Reassignment Agreement and the release and terminations of liens and security interests contemplated hereby by our Legal Department, you hereby agree to pay to us the sum of \$2,150.00 and you authorize us to charge your loan account with that sum. The foregoing amount contemplates costs of approximately \$1,800 for preparation and filing of termination statements. In the event said amount is less, any excess will be added to the Uncollected Check Reserve and treated as such in accordance with the terms hereof.

If the foregoing is in accordance with your understanding, kindly sign and return to us the enclosed copy of this letter to so indicate. Your signature below shall also authorize your New Lender to issue the letter printed below and shall represent your agreement to indemnify said New Lender for any obligations incurred by it thereunder:

Very truly yours,

THE CIT GROUP/BUSINESS CREDIT, INC.
for itself and its participants

By _____
Title:

Read and Agreed to:

**CASWELL-MASSEY CO., LTD.
CASWELL-MASSEY OF PITTSBURGH, INC.
CASWELL-MASSEY OF SANTA ANA, INC.
CASWELL MASSEY OF STONESTOWN GALLERIA, INC.
CASWELL-MASSEY OF NEWPORT BEACH, INC.
CASWELL-MASSEY OF GEORGETOWN, INC.
CASWELL-MASSEY OF BALTIMORE, INC.
CASWELL-MASSEY OF ST. LOUIS, INC.
CASWELL-MASSEY OF PLAINSBORO, INC.
CASWELL-MASSEY OF WORLD F. CENTER, INC.
CASWELL-MASSEY OF CLEVELAND, INC.
CASWELL-MASSEY OF NASHVILLE, INC.
CASWELL-MASSEY OF BOSTON, INC.**

By *Arne C. Robinson*
Title: *President*
Of each of the Companies

The undersigned, being the New Lender for the above referenced Company, in consideration of the above referenced termination and the delivery of the termination and/or releases of liens or security interests, hereby agrees:

1. That The CIT Group/Business Credit, Inc. ("CITBC") may not yet have received full and final credit for all checks or similar instruments, for the payment of money, and thus CITBC's rights are reserved in and to any such checks or similar instruments for the payment of money, all as outlined above; and

2. To reimburse and pay promptly to CITBC, or cause to be reimbursed and paid promptly to CITBC, the full face amount (plus standard protest, other standard bank charges, or any standard costs or fees relating thereto) of any such checks or similar instruments heretofore delivered to CITBC by the Company or its account debtors and credited to the Company, which may hereafter be dishonored or returned to CITBC or remain unpaid for any reason whatsoever, provided that the undersigned's liability hereunder shall automatically expire upon the close of business on the date occurring 60 days after the date hereof except with respect to items upon which a demand for payment has been made hereunder prior thereto. All uncollected items which are paid by First Union hereunder are hereby assigned to First Union, on a non-recourse basis, for their collection efforts. In furtherance thereof CITBC shall cooperate with First Union and provide them with any such checks or items and such other documents as they may reasonably request.

FIRST UNION NATIONAL BANK

By K. H. Czarniewski
Name: KATHLEEN H. CZARNIIEWSKI
Title: Sr. V.P.

CIT Business Credit
1211 Avenue of the Americas
New York, NY 10036

F: 212 790-9100
F: 212 790-9123



September 7, 2001

FAX # (212)383-0532
JP Morgan Chase & Company
One Chase Plaza- 9th Fl
New York, NY 10005
Attention: Betty C. Williams, AVP:

Effective upon the close of business on September 7, 2001 Caswell-Massey Co., Ltd. ("Caswell") will terminate their credit agreement with The CIT Group/Business Credit, Inc. ("CIT BC"), successor in interest by merger to The CIT Group/Credit Finance, Inc. Accordingly, CIT BC hereby notifies you that it hereby relinquishes all of its right, title and interest in and to account number 323-074707 entitled The CIT Group/Business Credit, Inc./ Caswell Coll. A/C ("the Account").

Please sign below and return a copy of this letter to acknowledge your receipt of this letter regarding the account and to confirm your agreement that CIT BC is hereby released from any and all obligations and/or liability to you with respect to the Account, including without limitation any and all obligations and/or liabilities arising in connection with checks or other instruments for payment heretofore deposited in the Account which may now or hereafter be dishonored or remain unpaid for any reason whatsoever. From the date hereof you shall look only to Caswell and the Account for all such amounts ("Dishonored Items").

Caswell by its signature below hereby assumes any and all obligations and liabilities to you arising in connection with the Account, including without limitation all obligations to you for Dishonored Items.

If you should have any questions, please feel free to call.

Read & Agreed:
Caswell-Massey Co., Ltd.

By: _____
Title:

JP Morgan Chase & Company
By: _____
Title:

Sincerely,

Andrew Hausspiegel
Vice President

CIT Business Credit
1211 Avenue of the Americas
New York, NY 10036

F: 212 790-9100
F: 212 790-9123



September 7, 2001

FAX # (212)383-0532
JP Morgan Chase & Company
One Chase Plaza- 9th Fl
New York, NY 10005
Attention: Betty C. Williams, AVP:

Effective upon the close of business on September 7, 2001 Caswell-Massey Co., Ltd. ("Caswell") will terminate their credit agreement with The CIT Group/Business Credit, Inc. ("CIT BC"), successor in interest by merger to The CIT Group/Credit Finance, Inc. Accordingly, CIT BC hereby notifies you that it hereby relinquishes all of its right, title and interest in and to account number 323-074669 entitled The CIT Group/Business Credit, Inc./ Caswell Coll. A/C ("the Account").

Please sign below and return a copy of this letter to acknowledge your receipt of this letter regarding the account and to confirm your agreement that CIT BC is hereby released from any and all obligations and/or liability to you with respect to the Account, including without limitation any and all obligations and/or liabilities arising in connection with checks or other instruments for payment heretofore deposited in the Account which may now or hereafter be dishonored or remain unpaid for any reason whatsoever. From the date hereof you shall look only to Caswell and the Account for all such amounts ("Dishonored Items").

Caswell by its signature below hereby assumes any and all obligations and liabilities to you arising in connection with the Account, including without limitation all obligations to you for Dishonored Items.

If you should have any questions, please feel free to call.

Read & Agreed:
Caswell-Massey Co., Ltd.

By: _____
Title:

JP Morgan Chase & Company
By: _____
Title:

Sincerely,

Andrew Hausspiegel
Vice President

CIT Business Credit
1211 Avenue of the Americas
New York, NY 10036

F: 212 790-9100
F: 212 790-9123



September 7, 2001

FAX # (212)383-0532
JP Morgan Chase & Company
One Chase Plaza- 9th Fl
New York, NY 10005
Attention: Betty C. Williams, AVP:

Effective upon the close of business on September 7, 2001 Caswell-Massey Co., Ltd. ("Caswell") will terminate their credit agreement with The CIT Group/Business Credit, Inc. ("CIT BC"), successor in interest by merger to The CIT Group/Credit Finance, Inc. Accordingly, CIT BC hereby notifies you that it hereby relinquishes all of its right, title and interest in and to account number 323-074693 entitled The CIT Group/Business Credit, Inc./ Caswell Coll. A/C ("the Account").

Please sign below and return a copy of this letter to acknowledge your receipt of this letter regarding the account and to confirm your agreement that CIT BC is hereby released from any and all obligations and/or liability to you with respect to the Account, including without limitation any and all obligations and/or liabilities arising in connection with checks or other instruments for payment heretofore deposited in the Account which may now or hereafter be dishonored or remain unpaid for any reason whatsoever. From the date hereof you shall look only to Caswell and the Account for all such amounts ("Dishonored Items").

Caswell by its signature below hereby assumes any and all obligations and liabilities to you arising in connection with the Account, including without limitation all obligations to you for Dishonored Items.

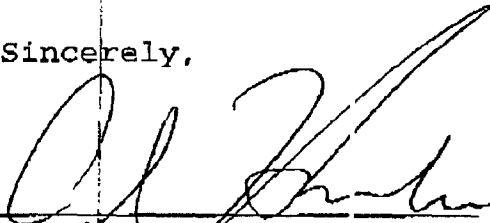
If you should have any questions, please feel free to call.

Read & Agreed:
Caswell-Massey Co., Ltd.

By: _____
Title:

JP Morgan Chase & Company
By: _____
Title:

Sincerely,



Andrew Hausspiegel
Vice President