

08-26-2003

8-26-03

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102534520

To the Honorable Commissioner

the attached original documents or copy thereof.

1. Name of conveying party(ies):

Aladdin Fragrances, Inc.
35 Engle Street
Hicksville, New York 11801

- Individual(s)
- General Partnership
- Corporation-State: New York
- Other
- Association
- Limited Partnership

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

3. Nature of conveyances:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: August 12, 2003

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

A. Trademark Application.(s)

SEE ATTACHED SCHEDULE A

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

Name: LaSalle Business Credit, LLC

Internal Address: _____

Street Address: 135 South LaSalle Street

City: Chicago State: IL ZIP: 60603

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company - Delaware

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

B. Trademark registration No.(s)

SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

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

Name: Federal Research Corporation

Internal Address: _____

Street Address: 400 Seventh Avenue, N.W., Suite 101

City: Washington State: DC ZIP: 20004

6. Total number of applications and registrations involved: 3

7. Total fee (37 CFR 3.41): \$ 90.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

(Attach duplicate copy of this page if paying by deposit account)

08/27/2003 ECOOPER 00000029 1509782

DO NOT USE THIS SPACE

01 FC:AS21 40.00 09
02 FC:AS22 50.00 09

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

Matt McAlpine, Esq.

Name of Person Signing

Matt McAlpine
Signature

8/22/03

Date

Total number of pages including coversheet, attachments and document: 6

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

SCHEDULE A

<u>Country</u>	<u>Trademark</u>	<u>Goods</u>	<u>Next Action Date</u>	<u>Reg./Ser. No.</u>
United States	SANTA FE	after shave lotion, cologne, deodorant for personal use	10/25/08 (Renewal)	1,509,782
United States	Santa Fe Design	cologne	2/14/09 (Renewal)	1,524,108
United States	Santa Fe Bottle Design	cologne	8/05/08 (Renewal)	1,537,886
United States	SANTA FE	Perfumes, eau de parfum, cologne, eau de toilette, perfumed skin lotions, body oil spray, loose powder, pressed powder, soaps, deodorant, shower gel; foaming bath gel; body wash; hair shampoo; and hair conditioner	9/20/03 (Review status)	Not yet assigned. Application was filed on August 20, 2003.
United States	Santa Fe Design	after shave lotion and deodorant for personal use	9/20/03 (Review status)	Not yet assigned. Application was filed on August 20, 2003.
United States	Santa Fe Design	Perfumes, eau de parfum, cologne, eau de toilette, perfumed skin lotions, body oil spray, loose powder, pressed powder, soaps, deodorant, shower gel; foaming bath gel; body wash; hair shampoo; and hair conditioner.	9/20/03 (Review status)	Not yet assigned. Application was filed on August 20, 2003.
United States	Santa Fe Bottle Design	after shave lotion	9/20/03 (Review status)	Not yet assigned. Application was filed on August 20, 2003.

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Aladdin Fragrances, Inc., a corporation formed under the laws of New York, located at 35 Engle Street, Hicksville, New York 11801 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to LaSalle Business Credit, LLC (successor by merger to LaSalle Business Credit, Inc.) ("LaSalle") and various other financial institutions (collectively, "Lenders") and LaSalle as agent for Lenders ("Agent") pursuant to a certain (i) Amended and Restated Loan and Security Agreement, dated as of July 31, 2003, among Agent, Lenders, Borrower and the other credit parties named therein and (ii) Trademark Collateral Security Agreement, dated as July 31, 2003, made by Borrower in favor of Agent (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for its benefit and for the ratable benefit of Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for its benefit and for the ratable benefit of Lenders and grant to Agent for its benefit and for the ratable benefit of Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Liabilities as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
August 12, 2003

ALADDIN FRAGRANCES, INC.

By: Charles Famoso CFO
Name: CHARLES FAMOSO
Title: CHIEF FINANCIAL OFFICER

LASALLE BUSINESS CREDIT, LLC, as Agent

By: _____
Name:
Title:

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Aladdin Fragrances, Inc., a corporation formed under the laws of New York, located at 35 Engle Street, Hicksville, New York 11801 ("Borrower"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

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Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
August 12, 2003

ALADDIN FRAGRANCES, INC.


By: _____
Name:
Title:

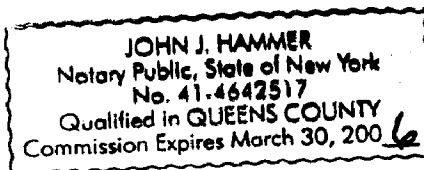
LASALLE BUSINESS CREDIT, LLC, as Agent

By: *[Signature]*
Name: *THOMAS F. FURST*
Title: *Vice President*

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

On this 12 day of August, 2003, before me personally came Charles Famosa to me known, who, being by me duly sworn, did depose and say that he is the CFO of Aladdin Fragrances, Inc., 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



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

On this ____ day of August, 2003, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of LaSalle Business Credit, LLC, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.

Notary Public

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

On this ____ day of August, 2003, before me personally came _____, to me known, who, being by me duly sworn, did depose and say that he is the _____ of Aladdin Fragrances, Inc., 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

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

On this 12th day of August, 2003, before me personally came Thomas F. Forest, to me known, who, being by me duly sworn, did depose and say that s/he is the Vice President of LaSalle Business Credit, LLC, the company described in and which executed the foregoing instrument; and that he was authorized to sign his name thereto on behalf of said company.



Notary Public

LOUISE JORDAN
Notary Public, State of New York
No. 01JO5083725
Qualified in Westchester County
Certificate Filed in New York County
Commission Expires August 18, 2005