

Form PTO-1594

(Rev. 03/01)

OMB No. 0681-0027 (exp. 5/31/2002)

Tab settings ⇨ ⇨ ⇨

RECORDATION FORM COVER SHEET

TRADEMARKS ONLY *part 4*

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

80034-999

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

1. Name of conveying party(ies):

Elegant USA, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other New Jersey limited liability company
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: General Electric Capital Corporation,

Internal _____ as agent

Address: _____

Street Address: 201 Merritt Seven

City: Norwalk State: CT Zip: 06856

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State Delaware
- 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
- Security Agreement
- Merger
- Change of Name

Other - Supplemental Grant of Security Interest (Trademarks) and Notice of Change of Administrative Agent

Execution Date: March 2, 2005

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: Laura Konrath

Internal Address: Winston & Strawn LLP
33rd Floor

Street Address: 35 W. Wacker Dr.

City: Chicago State: IL Zip: 60601

6. Total number of applications and registrations involved: _____

26

7. Total fee (37 CFR 3.41).....\$ _____

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

232428

DO NOT USE THIS SPACE

9. Signature.

Laura Konrath

Name of Person Signing

[Handwritten Signature]

Signature

3/14/05

Date

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

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

CH \$640.00 232428 78184577

Continuation Item 1

The Bank of New York, as Agent

Continuation
Item 7

**Schedule 1
to
Supplemental Grant of Security Interest (Trademarks)**

<u>Trademark</u>	<u>Registration Number/Application Number</u>
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
Saddlemans	1,237,207
Surefit	1,423,783
Ultimatefit	2,100,512
Value Tweed	1,849,214
Fashion Magic	2,738,253
NX Racing	78/184577
Smart Seat	78/181618
Ec Two Stage Elctro Coat Powder Coat Finish	78/169820
By Elegant The Canopy	2,765,377
By Elegant Bucket	2,707,769
By Elegant Bench	2,705,290
Power Grip	2,529,651
CSS Comfort Support System	2,684,130
(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

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**SUPPLEMENTAL GRANT OF SECURITY INTEREST (TRADEMARKS)
AND NOTICE OF CHANGE OF ADMINISTRATIVE AGENT**

The undersigned, ELEGANT USA, LLC, a New Jersey limited liability company (the "Grantor") is obligated to GENERAL ELECTRIC CAPITAL CORPORATION, as successor Administrative Agent (in such capacity, the "Secured Party"), and the lenders from time to time party to the Credit Agreement (the "Lenders"), dated as of February 7, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Credit Agreement"), by and among the Grantor, the Lenders, The Bank of New York, as Administrative Agent (in such capacity, "BNY"), and pursuant to which the Grantor has entered into the Security Agreement, dated as of February 7, 2003 (as amended, restated, supplemented or otherwise modified from time to time, the "Security Agreement"), by and among the Grantor, Elegant Marketing, Inc., a New Jersey corporation, the subsidiaries of Grantor from time to time party thereto and BNY.

Pursuant to the Security Agreement, the Grantor has granted to the Secured Party, as successor to BNY, 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") and recorded at Reel 002676, Frame 0260 with the U.S. Patent and Trademark Office Assignment Division, 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 or, where the security interest has been previously recorded, for the purpose of giving notice of the succession of the Secured Party to BNY, as Administrative Agent, the Grantor does hereby further 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: 201 Merritt 7, Norwalk, Connecticut 06856.

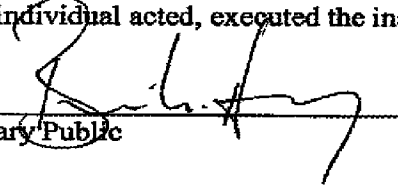
IN WITNESS WHEREOF, the Grantor has caused this Grant of Security Interest to be duly executed by its duly authorized officer as of the 2nd day of March, 2005.

ELEGANT USA, LLC

By: Alon Natanson
Name: Alon Natanson
Title: President

STATE OF New York)
)
 COUNTY OF New York) ss.:

On the 2nd day of March in the year 2005 before me, the undersigned, personally appeared Alan Natanson, 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:
BRIAN W. HARVEY
 Notary Public, State of New York
 No. 02HA6054200
 Qualified in New York County
 Commission Expires Oct. 6, 2007

Signature Page to
 Supplemental Grant of Security Interest (Trademarks)

Schedule 1
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