

SUBSTITUTE FORM PTO 1594
1-31-92

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 thereof.

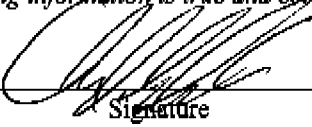
<p>1. Name of conveying party(ies): Lane Enterprises, Inc.</p> <p><input type="checkbox"/> Individual(s) <input type="checkbox"/> Association <input type="checkbox"/> General Partnership <input type="checkbox"/> Limited Partnership <input checked="" type="checkbox"/> Corporation - Pennsylvania <input type="checkbox"/> Other</p> <p>Additional name(s) of conveying party(ies) attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>	<p>2. Name and address of receiving party(ies): Manufacturers and Traders Trust Company One M&T Plaza Buffalo, NY 14240</p> <p><input type="checkbox"/> Individual(s) citizenship: _____ <input type="checkbox"/> Association: _____ <input type="checkbox"/> General Partnership: _____ <input type="checkbox"/> Limited Partnership: _____ <input type="checkbox"/> Corporation: _____</p> <p>If assignee is not domiciled in the United States, a domestic representative designation is attached <input type="checkbox"/> Yes <input type="checkbox"/> No (Designation must be a separate document from Assignment) Additional name(s) & addresses attached? <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
<p>3. Nature of Conveyance:</p> <p><input type="checkbox"/> Assignment <input type="checkbox"/> Merger <input checked="" type="checkbox"/> Security Agreement <input type="checkbox"/> Change of Name <input type="checkbox"/> Other: _____</p> <p>Execution Date: <u>July 21, 2006</u></p>	

<p>4. Application number(s) or registration number(s): A. Trademark Application No.(s):</p>	<p>B. Trademark Reg. No.(s): Registration No. 1,271,506 – LANE and Design Registration No. 2,906,746 – LANE and Design</p> <p>Additional numbers attached <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No</p>
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<p>5. Name and address of party to whom correspondence concerning document should be mailed: Cheryl L. Slipski, Esq. Drinker Biddle & Reath LLP One Logan Square 18th & Cherry Streets Philadelphia, PA 19103-6996</p> <p>Attorney Docket No. <u>226521</u></p>	<p>6. Total number of applications and registrations involved: <u>2</u></p> <p>7. Total fee (37 CFR 3.41) <u>\$65.00</u> <input type="checkbox"/> Enclosed <input checked="" type="checkbox"/> Authorized to be charged to deposit account</p> <p>8. Deposit Account Number: <u>50-0573</u></p>
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9. 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.

Cheryl L. Slipski  7/27/06
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments and document: 4

OMB No. 0651-0011 (exp. 4/94)

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Mail documents to be recorded with required cover sheet information to:
Mail Stop Assignment Recordation Services
Director of the United States Patent and Trademark Office
P.O. Box 1450
Alexandria, VA 22313-1450

CH \$65.00 500573 1271506

GRANT OF SECURITY INTEREST

WHEREAS, LANE ENTERPRISES, INC., a Pennsylvania corporation (herein referred to as "Debtor"), owns all right, title and interest in and to the trademarks listed on the annexed Schedule A (the "Trademarks"); and

WHEREAS, pursuant to a Security Agreement dated July 21, 2006 by and among Debtor, as a Grantor, the other Grantors referred to therein, and MANUFACTURERS AND TRADERS TRUST COMPANY, as the Administrative Agent (in such capacity, the "Administrative Agent") (as may be amended, supplemented, restated or otherwise modified from time to time, the "Security Agreement"), Debtor has granted to the Administrative Agent, for the benefit of the Secured Parties (as that term is defined in the Security Agreement), a security interest in all right, title and interest of Debtor 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 (the "Collateral"), to secure the payment, performance and observance of the Obligations (as that term is defined in the Security Agreement).


NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Debtor does hereby grant to the Administrative Agent a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

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

Signature Page Follows

IN WITNESS WHEREOF, Debtor has caused this Grant of Security Interest to be duly executed by its officer thereunto duly authorized as of the 21st day of July, 2006.

LANE ENTERPRISES, INC.

By: 
Name: Thomas J. Wonsiewicz
Title: President

SCHEDULE A**Trademarks
Registered Trademarks**

<u>Trademark Registration Number</u>	<u>Mark</u>	<u>Registration Date</u>
1,271,506	LANE and Design (Class 6)	March 27, 1984
2,906,746	LANE and Design (Class 17)	November 30, 2004