

TO: JERICHO PACHO, ESQUIRE COMPANY: 1650 ARCH STREET

TRADEMARK ASSIGNMENT

Electronic Version v1.1
Stylesheet Version v1.104/19/2007
900074831

SUBMISSION TYPE:	CORRECTIVE ASSIGNMENT		
NATURE OF CONVEYANCE:	Corrective Assignment to correct the Nature of Conveyance should be corrected from "Assignment" to "Security Agreement" previously recorded on Reel 001719 Frame 0504. Assignor(s) hereby confirms the The title of the original Agreement filed as "Assignment" is "Collateral Assignment of Intellectual Property."		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Ginsey Industries, Inc.		03/31/1998	CORPORATION: PENNSYLVANIA
RECEIVING PARTY DATA			
Name:	Allied Capital Corporation		
Street Address:	1668 K Street		
Internal Address:	9th Floor		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: MARYLAND		
Name:	Allied Investment Corporation		
Street Address:	1668 K Street		
Internal Address:	9th Floor		
City:	Washington		
State/Country:	DISTRICT OF COLUMBIA		
Postal Code:	20006		
Entity Type:	CORPORATION: MARYLAND		
PROPERTY NUMBERS Total: 12			
Property Type	Number	Word Mark	
Registration Number:	1563245	CLASSIQUE	
Registration Number:	1829814	CLASSIQUE FASHION SOFT SEATS	
Registration Number:	1066171	CUSH'N SOFT	
Registration Number:	2103391	DESIGN TRENDS FASHION SOFT SEATS	

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Fax Server

TO: JERICHO PACHO, ESQUIRE COMPANY: 1650 ARCH STREET

Registration Number:	1588446	ELEGANCE
Registration Number:	1156262	GINSEY
Registration Number:	2017366	SUREFOOT - THE ANYWHERE COMFORT MAT
Registration Number:	2124115	SOFT INDULGENCE FASHION SEAT
Registration Number:	2069155	THE FASHION MAT
Registration Number:	1038053	THE NICEST THING THAT EVER HAPPENED TO A BATHROOM
Registration Number:	1455135	PANDORA
Registration Number:	1015731	SIT'N PRETTY

CORRESPONDENCE DATA

Fax Number: (215)405-3789
Correspondence will be sent via US Mail when the fax attempt is unsuccessful.
 Phone: 215-977-2189
 Email: inocella@wolfblock.com
 Correspondent Name: Jericho Pachco, Esquire
 Address Line 1: 1650 Arch Street
 Address Line 4: Philadelphia, PENNSYLVANIA 19103

ATTORNEY DOCKET NUMBER:	GIN036-239489
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NAME OF SUBMITTER:	Jericho Pachco
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Signature:	/jerichopachco/
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Date:	04/19/2007
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Total Attachments: 12

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05-01-1998

MD 4-20-98

FORM PTO-1584 (Rev. 4-92) REC SHEET U.S. Department of Commerce Patent Trademark Office

100700092

To the Honorable Commissioner of Patents and Trademarks: Please return the attached original document in copy marked

1. Name of conveying party(ies): **Gleasy Industries, Inc.**

Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State - Pennsylvania
 Other

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

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

Name: **Allied Capital Corporation**
 Internal Address: _____
 Street Address: **3025 K Street, N.W., 20th Floor**
 City: **Washington** State: **D.C.** Zip: **20006-2803**

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State - Maryland
 Other _____

If foreign is not domiciled in the United States, a domestic representative designation is attached? Yes No

(Designation must be a separate document from assignment) Additional name(s) and address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: **March 23, 1998**

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

A. Trademark Application No.(s) _____
 B. Trademark Registration No.(s) - One Applicable A _____

Additional numbers attached? Yes No

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

Name: **Aaron J. Vail**
 Internal Address: **Aaron & Karth L.L.P.**

Street Address: **1701 Pennsylvania Avenue, N.W., Suite 500**
 City: **Washington** State: **D.C.** Zip: **20006**

6. Total number of applications and registrations involved: **10**

7. Total fee (37 CFR 3.41) **\$265.00**

Enclosed
 Anticipated to be charged to deposit account

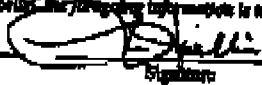
8. Deposit account number: **N/A**

(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.

Aaron J. Vail  **4/15/98**
 Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and documents: **12**

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

04/26/1998 NUMBER 000000 TRADES

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TRADEMARK REEL: 1719 FRAME: 0504



Attachment for Recordation Form Cover Sheet

Number 2: Additional receiving party:

Allied Investment Corporation

1666 K Street, N.W., 9th Floor

Washington, D.C. 20006-2803

Corporation - State - Maryland

**TRADEMARK
REEL: 1719 FRAME: 0505**

APPENDIX A

GINSEY INDUSTRIES, INC.
Federal and Canadian Trademarks

4/9/98

MARK	REG./SERIAL, NO.	REG./FILING DATE	STATUS
CLASSIQUE	Federal Reg. No. 1,563,245	10/31/98	8&15 Affidavit filed 11/17/95 Renewal due 10/31/99
CLASSIQUE FASHION SOFT SEATS	Federal Reg. No. 1,829,814	4/5/94	8&15 Affidavit due 4/5/00 Renewal due 4/5/04
CUSH'N SOFT	Federal Reg. No. 1,066,171	5/24/77	8&15 Affidavit filed 8/6/82 Expired 5/97
DESIGN TRENDS FASHION SOFT SEATS	Federal Reg. No. 2,103,391	10/7/97	8&15 Affidavit due 10/7/03 Renewal due 10/7/07
ELEGANCE	Federal Reg. No. 1,598,446	5/29/90	8&15 Affidavit filed 7/29/96 Renewal due 5/29/00
GINSEY	Federal Reg. No. 1,156,262	6/2/81	8&15 Affidavit filed 9/30/96 Renewal 6/2/01
SUREFOOT-THE ANYWHERE COMFORT MAT	Federal Reg. No. 2,017,366	11/19/96	8&15 Affidavit due 11/19/02 Renewal due 11/19/06
SOFT INDULGENCE FASHION SEAT	Federal Reg. No. 2,124,115	12/23/97	8&15 Affidavit due 12/23/03 Renewal due 12/23/07
THE FASHION MAT	Federal Reg. No. 2,069,155	6/10/97	8&15 Affidavit due 6/10/03 Renewal due 6/10/07
THE NICEST THING THAT EVER HAPPENED TO A BATHROOM	Federal Reg. No. 1,038,053	4/13/76	Expired 1/20/97

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COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY

THIS COLLATERAL ASSIGNMENT OF INTELLECTUAL PROPERTY (this "Assignment") is made as of the date set forth below by and between (I) GINSEY INDUSTRIES, INC., a Pennsylvania corporation (the "Assignor"), and (II) ALLIED CAPITAL CORPORATION and ALLIED INVESTMENT CORPORATION, both Maryland corporations (together, the "Assignee").

Assignor is the owner of the entire right, title and interest in and to the patents and trademarks described in Schedule A annexed hereto and made a part hereof. Assignor is contemporaneously herewith lending to Assignee Five Million Five Hundred Thousand Dollars (\$5,500,000.00) under the terms of certain Debentures, an Investment Agreement (the "Investment Agreement"), and other agreements executed in connection therewith (hereinafter collectively, the "Agreements"). Capitalized terms used herein not otherwise defined have the meanings given them in the Investment Agreement.

NOW THEREFORE, in consideration of the premises and the covenants herein, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged and accepted, the undersigned parties agree as set forth below.

1. **Grant of Security Interest.** Assignor hereby collaterally assigns to Assignee all of Assignor's now-existing or hereafter acquired right, title and interest in and to any patents and trademarks including, but not limited to, those identified in Schedule A; all patent and trademark applications relating in any way to the subject matter of the patents and trademarks identified in Schedule A and all renewals, extensions, continuations, continuations-in-part and divisions thereof (hereinafter collectively, the "Intellectual Property"); and any and all proceeds thereof, including, without limitation, any claims by Assignor against third parties for infringement of the Intellectual Property (hereinafter together with the Intellectual Property, the "Collateral"), subject and subordinate only to the Senior Debt.

2. **Obligations Secured.** This assignment is made to Assignee to secure repayment of the Senior Subordinated Debentures, whether arising under such debentures or under this Assignment or by operation of law or otherwise (hereinafter collectively the "Obligations").

3. **Warranties And Covenants.**

A. **Payment.** Assignor will pay and perform all of the Obligations according to their terms.

B. **Good Title.** All of the existing Intellectual Property identified on Schedule A is valid and subsisting in full force and effect, such Intellectual Property represents all of the intellectual property owned by Assignor and used in or necessary for the conduct of the business of the Company, Assignor owns the sole, full and clear title thereto and the Assignor has right and power to grant the assignments granted hereunder. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interest or encumbrances of any nature whatsoever, except the assignment granted hereunder and the Permitted Encumbrances.

C. **No Transfer.** Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to, or otherwise dispose of any of the Collateral without the prior written consent of

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Assignee to any such action, except as such action is expressly permitted hereunder or under the Investment Agreement and any security interest granted to the holder of the Senior Debt.

D. Lien Perfection. Assignor will, at Assignor's expense, perform all acts and execute, perfect, maintain, record or enforce the assignment in the Collateral or to otherwise further the provisions of this Assignment. Assignor hereby authorizes Assignee to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Assignee.

E. Power of Attorney. Assignor will, concurrently with the execution and delivery of this Assignment, execute and deliver to Assignee ten (10) originals of a Power of Attorney in the form of Exhibit B annexed hereto for the implementation of the assignment, sale or other disposition of the Collateral pursuant to Assignor's exercise of the rights and remedies granted to Assignee hereunder.

F. Litigation. Assignor has no knowledge of any rights, claims or other circumstances that purport to preclude Assignor from conducting its business, and Assignor has no knowledge of any claim that its use of the Intellectual Property has or will violate any rights, or support any claim of infringement or other claims, of any other person or entity. Assignee may, in its sole discretion, pay any amount or do any act which Assignor fails to do or pay as required hereunder or as requested by Assignee to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the assignment granted hereunder, including without limitation, filing fees, court costs, travel expenses and attorneys' fees. In the event any of the Intellectual Property is or becomes the subject of any litigation, Assignee shall at its option have the sole right to control such litigation, select counsel, determine whether settlement shall be offered or accepted, determine and negotiate all settlement terms and be indemnified by Assignor for all costs of litigation and settlement including, without limitation, all costs, expenses and attorneys' fees. Assignor will be liable to Assignee for any payments under this paragraph which shall be deemed reasonable expenses under the terms of the Agreements.

G. No Other Intellectual Property; No Pending Applications. As of today, Assignor has no Intellectual Property issued by, or the subject of pending applications in, the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, other than those described in Schedule A annexed hereto.

H. Subsequent Applications. In the event Assignor shall file any application for the issuance of a patent or trademark with the United States Patent and Trademark Office or any similar office or agency in the United States or any other country, Assignor shall provide written notice to Assignee of such action within sixty (60) days after making such application. Upon request of the Assignee, Assignor shall execute and deliver to Assignee any and all assignments, agreements, instruments, documents and such other papers as may be requested by Assignee to effect an assignment of such application to the Assignee.

I. No Abandonment. Assignor has not abandoned any pending patent or trademark application, unless otherwise indicated on Schedule A and Assignor will not do any act, nor omit to do any act, whereby the patents or trademarks which are necessary for the conduct of Assignor's business may become abandoned or unenforceable. Assignor shall notify Assignee immediately if it knows or has reason to know of any reason why any application, trademark or patent may become abandoned, invalidated or the subject of any suit.

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J. Maintenance. Assignor will render any assistance necessary to Assignee without cost in any proceeding before the United States Patent and Trademark Office or any similar office or agency in the United States or any other country to maintain each application and Intellectual Property, including, without limitation, filing of renewals and paying annuities.

K. Notify. Assignor will promptly notify Assignee if Assignor (or affiliate or subsidiary thereof) learns of any use by any person of any infringement of the Intellectual Property. If requested by Assignee, Assignor, at Assignor's expense, shall join with Assignee in such action as Assignee, in Assignee's discretion, may deem advisable for the protection of Assignee's interest in and to the Intellectual Property.

L. Indemnification. Assignor assumes all responsibility and liability arising from the use of Intellectual Property and Assignor hereby indemnifies and holds Assignee harmless from and against any claim, suit, loss, damage or expense (including attorneys' fees) arising out of any alleged defect in any product manufactured, promoted or sold by Assignor (or any affiliate or subsidiary thereof) in connection with acts or omissions of Assignor in connection with any Intellectual Property or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Assignor (or any affiliate or subsidiary thereof).

4. Remedies of Assignee. Upon the occurrence of an Event of Default (and subject to applicable cure periods) under the Investment Agreement and in addition to all other rights and remedies of Assignee, whether provided under law or otherwise, Assignee shall have the following rights and remedies which may be exercised without notice to, or consent by, Assignor except as such notice or consent is expressly provided for herein.

A. Stop Use. Assignee may require that neither Assignor nor any affiliate or subsidiary of Assignor make any use of the patented inventions or the registered-trade subject herein for any purpose whatsoever.

B. License. Upon ten (10) days' notice to Assignor, Assignee may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Assignee shall in its sole discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or nonexclusive basis throughout the United States of America, its territories and possessions and all foreign countries.

C. Sale. Upon ten (10) days' prior notice to Assignor, Assignee may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations. Assignee shall subject to the limitations of the Uniform Commercial Code have the power to buy the Collateral or any part thereof, and Assignor shall also have the power to execute assurances and perform all other acts which Assignee may, in Assignor's sole discretion, deem appropriate or proper to complete such assignment, sale or disposition.

D. Power of Attorney. In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to Subparagraph 4(C) herein, Assignee may at any time execute and deliver on behalf of Assignor, pursuant to the authority granted in the Powers of Attorney described in Subparagraph 2(E) herein, one or more instruments of assignment of the Collateral (or application, letters patent or recording relating thereto), in form suitable for filing, recording or registration. Assignor agrees to pay when due all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees and attorneys' fees.

WARRANTY

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E. Application of Proceeds Deficiency. Assignee may first apply the proceeds actually received from any such license, assignment, sale or other disposition of Collateral to the reasonable costs and expenses thereof, including, without limitation to, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Assignee. Thereafter, Assignee may apply any remaining proceeds to such of the Obligations as Assignee may in its sole discretion determine. Assignor and any guarantors of the Obligations shall remain liable to Assignee for any expenses or Obligations remaining unpaid after the application of such proceeds, and Assignor will pay Assignee on demand any such unpaid amount, together with interest at the interest rate set forth in the Debentures.

F. Trade Secrets. In the event that any such license, assignment, sale or other disposition of the Collateral (or any part thereof) is made after the occurrence of an event of default under any of the Obligations, Assignee shall supply to Assignor or Assignor's designee, Assignor's knowledge and expertise relating to the manufacture and sale of the products according to the patented inventions, Assignor's customer lists and other records relating to the distribution of said products.

G. Non-Fraudulent Remedies. Nothing contained herein shall be construed as requiring Assignee to take any such action at any time. All of Assignee's rights and remedies, whether provided under law, the Agreements, this Assignment or otherwise shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively or concurrently.

H. Subordination to Senior Debt. Notwithstanding anything contained herein to the contrary, the rights and remedies of Assignee hereunder are subject and subordinate to the Senior Debt to the extent set forth in the Subordination Agreement dated of even date herewith executed by and between the Senior Lender and Assignee.

I. Miscellaneous.

A. Satisfaction. Upon payment in full of the Obligations, Assignee will execute a re-assignment of the Intellectual Property listed in Schedule A and deliver that re-assignment to Assignor for filing by Assignor at Assignor's expense.

B. No Waiver. Any failure or delay by Assignee to require strict performance by Assignor of any of the provisions, warranties, terms and conditions contained herein or in any other agreement, document or instrument, shall not affect Assignee's right to demand strict compliance and performance thereafter, and any waiver of any default shall not waive or affect any other default, whether prior or subsequent thereto, and whether of the same or of a different type. Notice of the warranties, conditions, provisions, and terms contained herein or in any other agreement, document or instrument shall be deemed to have been waived by any act or knowledge of Assignee, its agents, officers or employees, but only by an instrument in writing, signed by an officer of Assignee and directed to Assignor, specifying such waiver.

C. Notice. All notices, requests and demands to or upon the respective parties herein shall be deemed to have been duly given or made: if by hand, immediately upon delivery; if by telex or telegram, immediately upon sending; if by Federal Express, express-mail or any other overnight delivery service, one day after dispatch; and if mailed by certified mail, return receipt requested, five days after mailing. All notices, requests and demands are to be given or made to the

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respective parties at the following addresses (or to such other address as either party may designate by notice in accordance with the provisions of this paragraph):

If to Assignor: Ginsay Industries, Inc.
281 Benjamin Boulevard
Bellmawr, NJ 08031
Attn: Harry S. Haber, President

If to Assignee: Allied Capital
1666 K Street, N.W., 9th Floor
Washington, D.C. 20006-2803
Attn: Thomas H. Westbrook, Principal

D. **Severability; Captions.** In the event that any provision hereof shall be deemed to be invalid by any court, such invalidity shall not affect the remainder of this Assignment, which shall be deemed severable. The captions and paragraph headings herein shall not be considered part of this Assignment.

E. **Entire Agreement.** This Assignment shall be binding upon and for the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors and assigns. No provision hereof shall be modified, altered or limited except by a written instrument expressly referring to this Assignment signed by the party to be charged thereby.

F. **Choice of Law.** The validity, interpretation and effect of this Assignment shall be governed by the laws of the State of Maryland without regard to its rules for conflict of law.

G. **No Marshalling.** Notwithstanding the existence of any other security interests held by Assignee or by any other party, Assignee shall have the right to determine the order in which any or all of the Collateral shall be subjected to the remedies provided herein. Assignee shall have the right to determine the order in which any or all portions of the Obligations are satisfied from the proceeds realized upon the exercise of the remedies provided herein. Assignor, any party who becomes liable for Assignor's obligations and covenants under this Assignment, and any party who now or hereafter acquires a security interest in the Collateral, or any portion thereof, hereby waives any and all right to require the marshalling of assets in connection with the exercise of any of the remedies permitted by applicable law or provided herein.

IN WITNESS WHEREOF, the parties hereto have duly executed this Assignment as of 3/21, 1998.

[SEAL]

ASSIGNOR:

GINSEY INDUSTRIES, INC.

Attest: Harry S. Haber, Secretary

By: Harry S. Haber (Seal)
Harry S. Haber, President

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[SEAL]

Attest: Tricia Ben David

ASSIGNEE:

ALLIED CAPITAL CORPORATION

By: Thomas H. Westbrook (Seal)
Thomas H. Westbrook, Principal

[SEAL]

Attest: Tricia Ben David

ALLIED INVESTMENT CORPORATION

By: Thomas H. Westbrook (Seal)
Thomas H. Westbrook, Principal

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Schedule A**GINSEY INDUSTRIES, INC.
Federal and Canadian Trademarks**

3/2/98

MARK	REG/ SERIAL NO.	REG/ FILING DATE	STATUS
CASCADE	Federal Serial No. 73/666279	6/12/87	Abandoned 5/19/88
CLASSIQUE	Federal Reg. No. 1,563,245	10/31/89	8&15 Affidavit filed 11/17/99 Renewal due 10/31/99
CLASSIQUE FASHION SOFT SEATS	Federal Reg. No. 1,829,814	4/3/94	8&15 Affidavit due 4/3/00 Renewal due 4/3/04
CLASSIQUE FASHION SOFT SEATS	Canadian Reg. No. 420,627	12/10/93	Renewal due 12/10/98
CUSH'N SOFT	Federal Reg. No. 1,866,171	3/24/77	8&15 Affidavit filed 8/6/82 Expired 3/97
CUSH'N SOFT	Canadian Reg. No. 288,365	2/13/79	Renewed 12/14/94 Renewal due 2/13/08
DESIGN TRENDS FASHION SOFT SEATS	Federal Reg. No. 2,103,391	10/7/97	8&15 Affidavit due 10/7/03 Renewal due 10/7/07
ELEGANCE	Federal Reg. No. 1,398,446	5/28/90	8&15 Affidavit filed 7/29/96 Renewal due 5/28/00
GINSEY	Canadian Reg. No. 287,131	1/20/84	Renewal due 1/20/99
GINSEY	Federal Reg. No. 1,156,262	6/2/81	8&15 affidavit filed 9/30/86 Renewal due 6/2/01
PANDORA	Federal Reg. No. 1,455,133	9/1/87	Cancelled Section 8 4/19/94
SUREFOOT-THE ANYWHERE COMFORT MAT	Canadian App. No. 851,128	7/17/97	ROA due 5/29/98 OA dated 1/29/98

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REEL: 1719 FRAME: 0514TO: JERICO PACHO, 2051 N. W. 10TH ST., MIAMI, FL 33136
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MARK	REG./ SERIAL NO.	REG./ FILING DATE	STATUS
SUREFOOT-THE ANYWHERE COMFORT MAT	Federal Reg. No. 2,017,366	11/19/96	\$6:15 Affidavit due 11/19/02 Renewal due 11/19/06
SOFT INDULGENCE FASHION SEAT	Canadian Reg. No. 481,995	9/3/97	Removal due 9/3/12
SOFT INDULGENCE FASHION SEAT	Federal Reg. No. 2,124,115	12/23/97	\$6:15 Affidavit due 12/23/03 Renewal due 12/23/07
SET'N PRETTY	Federal Reg. No. 1,015,731	7/15/75	Cancelled Section 8 2/25/92
THE FASHION MAT	Federal Reg. No. 2,069,155	6/10/97	\$6:15 Affidavit due 6/10/03 Renewal due 6/10/07
THE NICEST THING THAT EVER HAPPENED TO A BATHROOM	Canadian Registration No. 238,366	12/14/79	Cancelled 12/1/99
THE NICEST THING THAT EVER HAPPENED TO A BATHROOM	Federal Reg. No. 1,038,053	4/13/76	Expired 1/20/97

DEBZHTZL

RECORDED: 04/20/1998

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