

11-17-1998

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



10-21-1998

100900704

U.S. Patent & TMO/c/TM Mail Rcpt Dt. #10

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
 - Security Agreement Nunc Pro Tunc Assignment
 - Merger Change of Name
 - Other
- Effective Date
Month Day Year

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

- Individual General Partnership Limited Partnership Corporation Association
- Corporation Association
- Other

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be on separate document from Assignment.)

Citizenship/State of Incorporation/Organization

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Mail documents to be recorded with required cover sheet(s) information to:
Commissioner of Patents and Trademarks, Box Assignments, Washington, D.C. 20231

TRADEMARK
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82-18-01

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11-16/1998
00600066
01 FC: 463
02 FC: 463

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

(203) 792-8765

Name

PETER A. ARTURI

Address (line 1)

BAKER LAW FIRM, P.C.

Address (line 2)

24 DELAY STREET

Address (line 3)

DANBURY, CONNECTICUT 06810

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

3

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Registration Number(s)

1868370	2013693	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

2

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

65.00

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

PHILIP M. FARMER, PRESIDENT
CREDIT RESOURCES OF CONNECTICUT, INC.

SEPTEMBER 28, 1998

Name of Person Signing

Signature

Date Signed

Assignment of Trademarks as Collateral

Whereas, Juliana Glasner, having an address at 4 Park Avenue, #220, New York, New York 10016 (the "Assignor"), is the sole and exclusive owner of all right, title and interest in and to the trademarks and registrations listed and described in Schedule A attached hereto and hereby made a part hereof (collectively, the "Trademarks"), and is the sole and exclusive owner of all of the goodwill of the Assignor's business in connection with the use of the Trademarks; and

Whereas, The French Room LLC, a Connecticut limited liability company having an address at 5 Old Town Park Road, #92, New Milford, Connecticut 06776 (the "Debtor") desires to obtain a loan from Credit Resources of Connecticut, Inc., a Connecticut corporation having an address at 191 Popple Swamp Road, Washington Depot, Connecticut 06794 (the "Assignee"); and

Whereas, as a condition of making the loan to the Debtor, the Assignee has required that the Assignor assign to the Assignee the entire right, title and interest of the Assignor in and to the Trademarks, together with all of the goodwill of the Assignor's business in connection with the use of the Trademarks.

Now, Therefore, in order to induce the Assignee to make the loan to the Debtor, and to extend from time to time, in its sole discretion in each instance, credit, advances or other financial accommodations to or for the account or benefit of the Debtor, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Assignor, for herself and her heirs, legal representatives, successors and assigns, does hereby sell, assign and transfer to the Assignee, its successors and assigns, all right, title and interest the Assignor presently owns and hereafter may acquire in and to the Trademarks, together with all of the goodwill of the Assignor's business in connection with the use of the Trademarks, and in and to any renewals, divisions, continuations and extensions of the Trademarks, including but not limited to the rights of priority arising from the Trademarks, all claims for damages by reason of infringement of the Trademarks having arisen in the past or arising at some later date, the right to sue for any past, present or future infringement of the Trademarks, and the right to collect any royalties under any license agreements heretofore granted or hereafter to be granted.

And Further, the Assignor hereby agrees to execute, without further consideration, any other documents, additional instruments of assignment, affidavits or applications with respect to the Trademarks, and to do all other acts that may be deemed necessary by the Assignee in order to fully secure to the Assignee its interests in the Trademarks, including, but not limited to, communicating to the Assignee and its successors and assigns any facts known to her relating to the Trademarks, and testifying as to the same in any litigation, hearing or proceeding relating to the Trademarks.

And Further, the Assignor hereby covenants that she has not heretofore assigned,

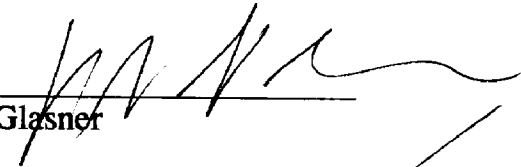
mortgaged or permitted any lien or encumbrance to exist with respect to any of the Trademarks or granted any license to use any of the Trademarks, or that all such assignments, mortgages, liens, encumbrances and licenses have, as of the date hereof, been reassigned to the Assignor or released, extinguished and/or terminated, and that the Assignor will not henceforth assign, license, mortgage or encumber any of the Trademarks, or execute any document to that effect, without the prior written consent of the Assignee.

And Further, the Commissioner of Patents and Trademarks of the United States and the appropriate corresponding officers of all other countries are hereby authorized and requested to issue to the Assignee, in accordance with the terms of this Assignment, any and all certificates of registration which may be granted with respect to the Trademarks.

Notwithstanding anything contained herein to the contrary, it is understood that the purpose of this Assignment is to secure the payment and performance of all liabilities and obligations of the Debtor to the Assignee, direct or indirect, absolute or contingent, presently due or to become due, or presently existing or hereafter arising. It is further understood that upon satisfaction in full of all of such liabilities and obligations by the Debtor to the Assignee, the Assignee shall reassign without recourse to the Assignor all interest in the Trademarks assigned pursuant to this Agreement.

Notwithstanding anything herein to the contrary, the Assignor's liability hereunder shall be limited to her interest in Trademarks, and in no event will the Assignor be personally liable for repayment of the indebtedness secured hereby, except as otherwise expressly set forth in the letter agreement between the Assignor and the Assignee of even date herewith.

In Witness Whereof, the Assignor has caused this Assignment to be executed and delivered as of September 28, 1998.




Juliana Glasner

State of New York)
) ss:
County of Queens)

September , 1998

The foregoing instrument was acknowledged before me, the undersigned officer, by Juliana Glasner.



Notary Public

2

JOHN J. HAMMER
NOTARY PUBLIC, State of New York
No. 4642517
Qualified in Queens County
Cert. Filed in . . . Queens . . . County
Commission Expires March 30, 1999

Schedule A

Mark

Registration or Application No.

LE MYSTERE

Registration No. 1,868,370

EL Y BRA

Registration No. 2,013,693