

12-07-1998

COVER SHEET



100915043

ONLY

12.3.98
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To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying Party(ies):
Angeles Group, Inc.

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

2. Name and address of receiving Party(ies)
Name: LaSalle Business Credit, Inc.

Internal Address: _____
Street Address: 135 South LaSalle Street, Suite 400
City: Chicago State IL ZIP: 60603

Individual(s) Citizenship _____

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

Association
 General Partnership
 Limited Partnership
 Corporation-State Delaware
 Other

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other Grant of Security Interest

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

Execution Date: October 31, 1998

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)

B. Trademark Registration No's
1,933,980; 1,897,533; 1,813,744; 1,729,410; 1,708,223;
1,690,991; 1,630,880; 1,550,889; 1,510,270; 1,477,877

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: David A. Roodman
Internal Address: Bryan Cave LLP
One Metropolitan Square

Street Address:
211 North Broadway, Suite 3600

City: St. Louis State: MO ZIP: 63102

6. Total Number of applications and registrations involved:..... 10

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

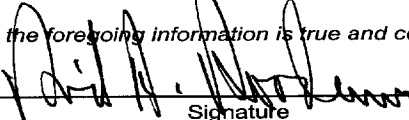
Enclosed
 Authorized to be charged to deposit account

8. Deposit Account number:
02-4467 - if missing or insufficient

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

DO NOT USE THIS SPACE

9. State 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.

David A. Roodman  December 2, 1998
Signature Date

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

Do not detach this portion

12/07/1998 DNGUYEN 00000043 1933980

01 FC:481
02 FC:482

Mail documents to be recorded with required cover sheet information to:

40.00 OP
225.00 OP

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

GRANT OF SECURITY INTEREST IN TRADEMARKS

WHEREAS, ANGELES GROUP, INC., a Missouri corporation (the "Grantor"), having a mailing address of 9 Capper Drive, Pacific, Missouri 63069, is the owner of all right, title and interest, and all goodwill associated therewith, in, to and under the trademarks, service marks, trademark and service registrations, applications to register trademarks and service marks, and common law rights therein, set forth on Schedule A attached hereto (the "Marks");

WHEREAS, LASALLE BUSINESS CREDIT, INC., a Delaware corporation, having its principal offices at 135 South LaSalle Street, Suite 400, Chicago, Illinois 60603 (the "Grantee"), desires to acquire a security interest in, and lien on, all of Grantor's right, title and interest in and to the Marks; and

WHEREAS, the Grantor is willing to assign and grant to the Grantee a security interest in and lien upon the Marks;

NOW, THEREFORE, for good and valuable consideration, the sufficiency and receipt of which is hereby acknowledged, and subject to the terms and conditions of the Intellectual Property Security Agreement, dated as of October 31, 1998, between the Grantor and the Grantee (as amended from time to time, the "Security Agreement"), the Grantor hereby assigns and grants to the Grantee a security interest in, and a lien upon, all of Grantor's right, title and interest in, to and under (i) all of Grantor's worldwide rights, title and interest in, to and under the Marks, and any and all goodwill associated therewith; (ii) all Proceeds (as such term is defined in the Security Agreement) and products of the Marks, (iii) all of the goodwill of the businesses with which the Marks are associated and (iv) all causes of action, past, present and future, for infringement, misappropriation, or dilution of any of the Marks or unfair competition regarding the same.

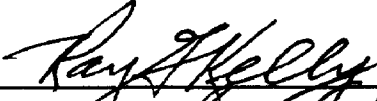
This GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations (as such term is defined in the Security Agreement) of the Grantor and shall be effective as of the date of the Security Agreement.

This Grant of Security Interest has been granted in conjunction with the security interest granted to Grantee under the Security Agreement. The rights and remedies of the Grantee with respect to the security interest granted herein are without prejudice to, and are in addition to those set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Grant of Security Interest are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Grant of Security Interest as of the 31 day of October, 1998.


GRANTOR:

ANGELES GROUP, INC.,
a Missouri corporation

By: 
Name: Ray Kelly
Title: President

LENDER:

LASALLE BUSINESS CREDIT, INC.,
a Delaware corporation

By: 
Name: CATHERINE SACCANY
Title: VP

STATE OF Missouri)

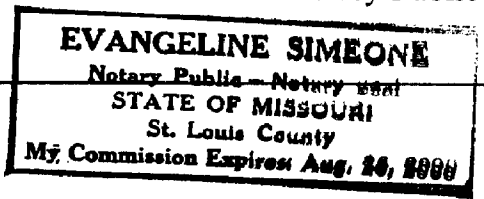
COUNTY OF St. Louis)

On this 27th day of October in the year 1998, before me, Evangeline Simeone
a Notary Public in and for said state, personally appeared Ray J. Kelly, the
President of ANGELES GROUP, INC., a Missouri corporation, known to me to be the
person who executed the within instrument on behalf of the corporation and acknowledged to me
that he executed the same for the purposes therein stated on behalf of the corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in the County and State aforesaid, the day and year first above written.

Evangeline Simeone
Notary Public

My Commission Expires: _____



STATE OF Illinois)

COUNTY OF COOK)

On this 31st day of October in the year 1998, before me, Romanita Harris,
a Notary Public in and for said state, personally appeared Catherine Jacquot the
Vice President of LASALLE BUSINESS CREDIT, INC., a Delaware corporation, known to me
to be the person who executed the within instrument on behalf of the corporation and
acknowledged to me that he executed the same for the purposes therein stated on behalf of the
corporation.

IN WITNESS WHEREOF, I have hereunto set my hand and affixed my official
seal in the County and State aforesaid, the day and year first above written.

Romanita Harris
Notary Public

My Commission Expires: _____



SCHEDULE A

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>FILED</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
REGGIO EMELIA	01/06/94	1,933,980	11/07/95	Registered
BASE FURNITURE LINE AND DESIGN	12/23/93	1,897,533	06/06/95	Registered
SOF-TEX	98/28/92	1,813,744	12/28,93	Registered
ANGELES GROUP	02/24/92	1,729,410	11/03/92	Registered
PUTAWAY PROP	12/27/90	1,708,223	08/18,92	Registered
PLAYHOUSE PROP	12/27/90	1,690,991	06/02/92	Registered
ANGELS REST	08/28/89	1,630,880	01/08/91	Registered
BYE BYE BUGGY	12/12/98	1,550,889	08/08,89	Registered
2 X 4	02/01/8	1,502,120	08/30/88	Cancelled
TRIKE TOWN	02/01/88	1,514,718	11/29/88	Cancelled
TRIKE STOP	12/07/87	1,495,246	07/05/88	Cancelled
CONVERT-ABLE	12/07/87	1,510,270	10/25/88	Registered
ANGELES	05/29/87	1,477,877	02/23/88	Registered

TRADEMARK APPLICATIONS

NONE.

COMMON LAW TRADEMARKS

NONE.