FORM PTO-1618A Expires 06/30/99 04/40851-0027 | 7 | 0: 52

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07-07-2000



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

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# RECORDATION FORM COVER SHEET

To: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(les).  Submission Type    New		IRAU		
Assignment   License				iginal document(s) or copy(ies).
Resubmission (Non-Recordation) Document ID #  Correction of PTO Error Real # Frame # Change of Name  Corrective Document Real # Frame # Other  Conveying Party  Name Art Leather Manufacturing Co. Inc.  Formerly  Individual General Partnership Limited Partnership  Chase Manhattan Bank (The)  DBA/AKATA  Composed of  Address (line 1)  Address (line 2)  Individual General Partnership Limited Partnership  Chase Manhattan Bank (The)  New York Corporation  New York Corporation  Other  Chase Manhattan Bank (The)  Address (line 2)  Address (line 2)  Address (line 3)  Douglaston  Chase Manhattan Bank (The)  Limited Partnership  Limited Partnership  If document to be recorded is an assignment and the receiving party is not domestic representative should be attached. (Designation manufacturing of the United States, an appointment of a domestic representative should be attached. (Designation must foom Assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment and the receiving party is not domestic representative should be attached. (Designation must be a separate document from Assignment)	[ ]	уре		License
Document ID # Effective Date Month Day Year  Correction of PTO Error Reel # Frame # Change of Name  Corrective Document Reel # Frame # Other  Conveying Party Mark if additional names of conveying parties attached Month Day Year  Name Art Leather Manufacturing Co. Inc.  Formerly Individual General Partnership Limited Partnership X Corporation Association  Other Mark if additional names of receiving parties attached Month Day Year  Cotyporation Association  Other Mark if additional names of receiving parties attached  Name Chase Manhattan Bank (The)  DBA/AKA/TA  Composed of Address (line 1) Chase Manhattan Bank (The)  Address (line 3) Douglaston New York State/Country	New		Assignment	License
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Name   Art   I,eather   Manufacturing   Co.   Inc.   Inc.   Individual   General Partnership   Limited Partnership   X   Corporation   Association   Other   X   Citizenship/State of Incorporation/Organization   New York   Corporation   New York   Name   Chase   Manhattan   Bank   (The)   Mark   if additional names of receiving parties attached   Name   Chase   Manhattan   Bank   (The)   Mark   Individual   Chase   Manhattan   Bank   (The)   Mark   Individual   Chase   Manhattan   Bank   (The)   Mathatan   Individual   Individual   General Partnership   Limited   Individual   Individual   Individual   Individual   General Partnership   Limited Partnership   Individual   I	Conveying P	arty	Mark if additional names of conve	Execution Date
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Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

FORM PTO- Expires 06/30/99 OMB 0651-0027	1618B	Page 2	U.S. Department of Commerce Patent and Trademark Office TRADEMARK	
Domestic Representative Name and Address  Enter for the first Receiving Party only.				
Name				
Address (line 1)	L			
Address (line 2)				
Address (line 3)				
Address (line 4)				
Correspond	lent Name and Addres	S Area Code and Telephone Number	(212) 953-6000	
Name	Stephen D. Brod	ie, Esq.		
Address (line 1)	Esanu Katsky Ko	rins & Siger, LLP		
Address (line 2)	605 Third Avenu	e, 16th Floor		
Address (line 3)	New York, New Y	ork 10158		
Address (line 4)				
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Fee Amount for Properties Listed (37 CFR 3.41): \$ 315.00				
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		Authorization to charge additional fees:	Yes No	
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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.				
Stori	nen D. B. Willia	The same	t/3/20	
	of Person Signing	Signature	Date Signed	

FORM PTO-1618C Expires 06/30/99

# RECORDATION FORM COVER SHEET CONTINUATION TRADEMARKS ONLY

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

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#### TRADEMARK SECURITY AGREEMENT

WHEREAS, Art Leather Manufacturing Co. Inc., a New York corporation (the "Grantor") has entered into a Revolving Credit and Term Loan Facilities Agreement dated as of the date hereof (as the same may from time to time hereafter be amended, extended, supplemented, restated, joined in, or otherwise modified or replaced, the "Credit Agreement"; capitalized terms used herein, and not otherwise defined herein, are used with the meanings ascribed to them in the Credit Agreement) among, the Grantor, the Guarantors, and The Chase Manhattan Bank (the "Bank"); and

WHEREAS, the Grantor owns the Trademark Collateral (as defined below); and

WHEREAS, the Grantor, the Corporate Guarantors, and the Bank have entered into a Security Agreement dated as of the date hereof (the "Security Agreement"), pursuant to which, the Grantor and each of the Corporate Guarantors granted, assigned and pledged to the Bank a continuing first priority security interest in and to all their right, title and interest in the Collateral (as defined in the Security Agreement), including, but not limited to, all of the Grantor's rights, title and interest in and to the Trademark Collateral (defined below) to secure all of the Obligations (as defined in the Security Agreement).

NOW, THEREFORE for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Grantor does hereby reaffirm the grant to the Bank, to secure the Obligations (as defined in the Security Agreement), of the continuing security interest (granted pursuant to the Security Agreement) in all of the Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether now owned or existing or hereafter acquired or arising:

- (i) each Trademark (as defined in the Credit Agreement) registration or application therefor referred to in Schedule 1 hereto, and all of the goodwill of the business connected with the use of, or symbolized by, each such Trademark; and
- (ii) all proceeds of and revenues from the foregoing, including, without limitation, all proceeds of any revenues from any claim by the Grantor against third parties for past, present or future unfair competition, or violation of intellectual property rights in connection with any injury, or infringement or dilution of, any Trademark owned by the Grantor, including, without limitation, injury, infringement or dilution of any Trademark referred to in Schedule 1 hereto, or for injury to the goodwill associated with any of the foregoing.

The Grantor hereby irrevocably constitutes and appoints the Bank, and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full power and authority in the name of the Grantor or in its name, from time to time, in the Bank's discretion, upon the occurrence and during the continuation of an Event of Default, to take with respect to the

163842.2

Trademark Collateral any and all action which the Grantor is permitted to take by law or under the Security Agreement with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and to accomplish the purposes hereof.

The Grantor agrees not to sell, license, exchange, assign or otherwise transfer or dispose of, or grant any rights with respect to, or mortgage or otherwise encumber, any of the foregoing Trademark Collateral, except for licenses made in the ordinary course of business.

The foregoing security interest is granted in conjunction with the security interests granted by the Grantor to the Bank pursuant to the Security Agreement. The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Bank with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein. In the case of any conflict between the provisions of this Trademark Security Agreement and the provisions of the Security Agreement, the provisions which shall enlarge or enhance the rights and remedies of the Bank and/or the interest of the Bank in the Trademark Collateral, or which shall afford the Bank greater financial security through the Trademark Collateral, shall control.

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IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunder duly authorized as of the day of June, 2000.

## ART LEATHER MANUFACTURING CO. INC.

3

Mark Roberts
Its: President

Acknowledged:

THE CHASE MANHATTAN BANK

By: Title: VILE PAGSIDENT

163842.2

STATE OF NEW YORK	)	
		)ss.
COLINITY OF NEW YORK	)	

I, Joseph, a Notary Public in and for said County, in the State aforesaid, DO HEREBY CERTIFY, that Mark Roberts, president of Art Leather Manufacturing Co. Inc., personally known to be the same person whose name is subscribed to the foregoing instrument, appeared before me this day in person and acknowledged that he signed, executed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act of Art Leather Manufacturing Co. Inc., pursuant to due authority of said corporation's board of directors.

GIVEN under my hand and Notarial Seal this \_\_\_\_\_\_ day of June, 2000.

[Seal]

Signature of Notary Public
My Commission expires

JILL G. QURAISHI
Notary Public, State of New York
No. 41-4809381
Qualified in Queens County
Commission Expires July 31, 20\_\_\_\_\_\_

### TRADEMARK REGISTRATIONS

TRADEMARK	OWNED BY	REGISTRATION NO.	COUNTRY	REGISTRATION DATE
A ART LEATHER and design	Art Leather Manufacturing, Co. Inc.	1,954,735	USA	2/26/96
AL (stylized)	Art Leather Manufacturing, Co. Inc.	2,083,669	USA	7/29/97
ALBUM ARRANGER	Art Leather Manufacturing, Co. Inc.	1,709,835	USA	8/25/92
ART LEATHER	Art Leather Manufacturing, Co. Inc.	2,204,771	USA	11/24/98
ENCORE	Art Leather Manufacturing, Co. Inc.	2,087,134	USA	8/12/97
ENCORE FOLIO	Art Leather Manufacturing, Co. Inc.	1,000,100	USA	12/24/74
FUTURA	Art Leather Manufacturing, Co. Inc.	1,426,526	USA	1/27/87
FURTURA and dn.	Art Leather Manufacturing, Co. Inc.	1,426,525	USA	1/27/87
IMAGE ALBUM Supp	Art Leather Manufacturing, Co. Inc.	2,306,711	USA	1/4/00
IMAGE BOX Supp.	Art Leather Manufacturing, Co. Inc	2,284,248	USA	10/5/99
PERMA-BOUND	Art Leather Manufacturing, Co. Inc	842,100	USA	5/8/73
PERMA-BOUND	Art Leather Manufacturing, Co. Inc	1,305,004	USA	11/13/84

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**RECORDED: 06/13/2000**