

6-13-00

07-07-2000

FORM PTO-1618A

Expires 06/30/99

OMB 0651-0027

06/13/00 10:52



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

OFFICE FINANCE

101397682

### 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  
Effective Date  
Month Day Year
- Merger
- Change of Name
- Other

#### Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date  
Month Day Year

06 08 2000

Formerly

1954735

- 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)   
City

State/Country

Zip Code

- Individual  General Partnership  Limited Partnership  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 a separate document from Assignment.)

Citizenship/State of Incorporation/Organization

07/10/2000 ASCOTT 00000042 1954735

FOR OFFICE USE ONLY

01 FC:401  
02 FC:482

40.00 OP  
275.00 OP

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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  
REEL: 002097 FRAME: 0445

**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

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**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)**

**Registration Number(s)**

**Number of Properties**

Enter the total number of properties involved.

#

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$

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:

#

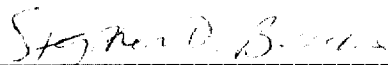
Authorization to charge additional fees:

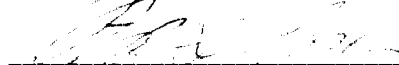
Yes

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.







Name of Person Signing

Signature

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0651-0027

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

**Conveying Party**

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date  
Month Day Year

Name

Formerly

Individual     General Partnership     Limited Partnership     Corporation     Association

Other

Citizenship State of Incorporation/Organization

**Receiving Party**

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)     
City State/Country Zip Code

Individual     General Partnership     Limited Partnership

Corporation     Association

Other

Citizenship/State of Incorporation/Organization

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**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)**

**Registration Number(s)**

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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

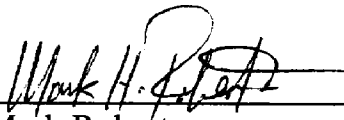
Trademark Collateral any and all action which the Grantor is permitted to take by law or under the Security Agreement with respect to the Trademark Collateral and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement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

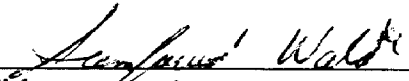
IN WITNESS WHEREOF, the Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunder duly authorized as of the 8 day of June, 2000.

**ART LEATHER MANUFACTURING CO. INC.**

By:   
Mark Roberts  
Its: President

Acknowledged:

**THE CHASE MANHATTAN BANK**

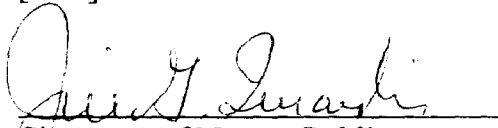
By:   
Title: VICE PRESIDENT

STATE OF NEW YORK )  
 )ss.:  
COUNTY OF NEW YORK )

I, Jill G. Quraishi, 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 7 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, 2000

## TRADEMARK REGISTRATIONS

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