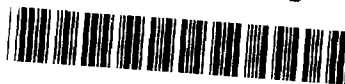


12-22-2000



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MMP
15.5.00

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
Execution Date
Month Day Year

Name

11 14 2000

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 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.)
- Corporation Association
- Other

Citizenship/State of Incorporation/Organization

FOR OFFICE USE ONLY

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 Practice. 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

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) | | |
|---------------------------------------|----------------------|----------------------|--------------------------------------|----------------------|----------------------|
| <input type="text" value="75566767"/> | <input type="text"/> | <input type="text"/> | <input type="text" value="2068112"/> | <input type="text"/> | <input type="text"/> |
| <input type="text" value="75864997"/> | <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"/> | <input type="text"/> | <input type="text"/> |

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.

Michael Hill

Michael Hill

11/30/00

Name of Person Signing

Signature

Date Signed

**FIRST AMENDMENT TO TRADEMARK AND TRADEMARK
APPLICATIONS SECURITY AGREEMENT**

FIRST AMENDMENT to Trademark and Trademark Applications Security Agreement made as of the 14th day of November, 2000 by and between Lechters, Inc., a New Jersey corporation (the "Borrower") as the designated "Lead Borrower" for itself and each of its subsidiaries who are designated as additional Borrowers in the "Loan Agreement" as defined below (the "Subsidiary Borrowers") and Fleet Retail Finance, Inc. f/k/a BankBoston Retail Finance, Inc., a Delaware corporation, as agent for the benefit of itself and the Lenders (as defined in the "Loan Agreement" defined below) (the "Agent").

WHEREAS, the Borrower, the Subsidiary Borrowers, the Agent and certain Lenders as defined in the Prior Loan Agreement as defined below, have entered into a certain Loan and Security Agreement dated as of November 30, 1999 (the "Prior Loan Agreement");

WHEREAS, pursuant to the Prior Loan Agreement, the Borrower executed and delivered to the Agent a certain Trademark and Trademark Applications Security Agreement dated as of November 30, 1999 (the "Trademark Security Agreement");

WHEREAS, the Borrower, the Subsidiaries, the Agent and the Lenders are entering into a certain Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Loan Agreement"), pursuant to which the obligations of the Company and the Subsidiaries under the Prior Loan Agreement are being restated and amended in certain respects;

WHEREAS, it is a condition to the Agent's and the Lenders' agreement to enter into the Loan Agreement that the Borrower deliver this First Amendment;

NOW THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Borrower and the Agent hereby agree as follows:

1. The term "Agent" as used in the Trademark Security Agreement is hereby redefined to mean "Fleet Retail Finance, Inc. as agent for itself and the other Lenders"
2. The term "Loan Agreement" as used in the Trademark Security Agreement is hereby redefined to mean "that certain Amended and Restated Loan and Security Agreement dated as of November 14, 2000, among the Agent, certain Lenders from time to time a party thereto, the Borrower and the Subsidiary Borrowers (as it may be amended, restated, extended, renewed, replaced or otherwise modified from time to time)."
3. Exhibit A to the Trademark Security Agreement is hereby amended to add thereto the trademarks and trademark applications listed on Exhibit A-1 hereto. Pursuant to and subject to the terms and conditions of the Trademark Security Agreement, Borrower hereby grants a security interest in favor of, and collaterally assigns to Agent, for the benefit of the Lenders, in and to the trademarks and trademark applications listed in Exhibit A-1 hereto.

4. The Borrower hereby affirms that the representations and warranties set forth in the Trademark Security Agreement remain true and correct in all material respects as of the date of this First Amendment, and hereby reaffirms and ratifies all of the covenants and agreements of the Borrower set forth in the Trademark Security Agreement.

5. Except as amended hereby, all of the terms and conditions of the Trademark Security Agreement shall remain in full force and effect in accordance with their original terms.

EXECUTED as of the date first above written.

LECHTERS, INC.

By: *Daniel L. Anderson*
Name: DANIEL L. ANDERSON
Title: VICE PRESIDENT

FLEET RETAIL FINANCE, INC., as Agent

By: *Sally A. Sheehan*
Name: Sally A. Sheehan
Title: Director

STATE OF New Jersey
COUNTY OF Hudson, ss.

November 9, 2000

The above-named DANIEL L. AUDIATN ^{VICE PRES} of Lechters, Inc., a New Jersey corporation (the "Borrower") as the designated "Lead Borrower", appeared before me and affirmed the foregoing to be true to the best of its knowledge and belief.

Concetta Spurlazzo
Notary Public **CONCETTA SPERLAZZA**
NOTARY PUBLIC OF NEW JERSEY
My commission expires: **My Commission Expires 12/13/2004**

COMMONWEALTH
STATE OF MASSACHUSETTS
COUNTY OF SUFFOLK, ss.

November 16 2000

The above-named Sally A. Sheehan ^{Director} of Fleet Retail Finance, Inc. f/k/a BankBoston Retail Finance, Inc., a Delaware corporation, as Agent, appeared before me and affirmed the foregoing to be true to the best of its knowledge and belief.

Katerina M. Cole
Notary Public
My commission expires: 6/30/06

EXHIBIT A-1

Trademarks

| <u>Mark</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---|-------------------------|--------------------------|
| Famous Brands Housewares Outlet and Design | 2,068,112 | June 3, 1997 |

Applications

| <u>Mark</u> | <u>Serial No.</u> | <u>Filing Date</u> |
|---------------------------------|-------------------|--------------------|
| Blizzard & Co. | 75/566,767 | October 8, 1998 |
| Famous Brands Housewares Outlet | 75/864,997 | December 6, 1999 |

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