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Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

101343745

To the Honorable Commissioner of Patents and Trademarks. Please record this document and return original documents or copy thereof.

1. Name of conveying party(ies):

Humphreys Inc.

- Individuals
- General Partnership -
- Corporation - State: Delaware
- Other -
- Association
- Limited Partnership

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

2. Name and address of receiving party(ies):

Name: Bankers Trust Company

Internal Address: One Bankers Trust Plaza

Street Address: 130 Liberty Street

City: New York State: New York ZIP: 10006

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-
- Other - Collateral Agent

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

3. Nature of conveyance:

- Assignment
- Security Interest
- Other
- Merger
- Change of Name

Execution Date: December 30, 1999

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

Trademark Registration No.(s)\

Please see attached Schedule A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved

15

7. Total fee (37 CFR 3.41): \$ 390.00

- Enclosed
- Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:

(23-1705 in case of deficiency)

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

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01 FC:481 40.00 DP
02 FC:482 350.00 DP

9. 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.

Brian T. Jaenicke

Name of Person Signing

Signature

3/30/2000

Date

Total number of pages comprising cover sheet:

1

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

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

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.

Trademarks and Trademark Applications
Owned By HUMPHREYS INC.

<u>TRADEMARK</u>	<u>SERIAL NO. or REGISTRATION NO.</u>	<u>FILING DATE or ISSUE DATE</u>
REWARD	Reg. No. 2,048,118	Issued 3/25/1997
REWARD	Reg. No. 2,067,918	Issued 6/3/1997
REWARD	Reg. No. 2,274,705	Issued 8/31/1999
BILL ADLER STUDIO	Reg. No. 2,173,354	Issued 7/14/1998
BILL ADLER STUDIO	Reg. No. 2,091,973	Issued 8/26/1997
BILL ADLER STUDIO	Reg. No. 2,269,317	Issued 8/10/1999
TWO-FIFTY	Reg. No. 2,056,202	Issued 4/22/1997
FROM B-A-S	Serial No. 75/513,258	Filed 7/6/1998
FROM B-A-S	Serial No. 75/525,123	Filed 7/24/1998
PEACERS	Serial No. 75/744,422	Filed 7/7/1999
ADDITIONS	Serial No. 75/778,379	Filed 8/17/1999
PEACERS REMIX LEATHER BELTS & ACCESSORIES & Design	Serial No. 75/741,299	Filed 7/1/1999
POCKET-MATES	Serial No. 75/777,109	Filed 8/17/1999
PEACERS	Serial No. 75/757,442	Filed 7/1/1999
PEACERS Design	Serial No. 75/741,294	Filed 7/1/1999

**GRANT OF SECURITY INTEREST
IN TRADEMARKS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, HUMPHREYS INC., a Delaware corporation (the "Assignor") with principal offices at 2009 West Hastings Street, Chicago, Illinois 60608-1123, hereby grants to BANKERS TRUST COMPANY, as Collateral Agent (the "Assignee"), with principal offices at One Bankers Trust Plaza, 130 Liberty Street, New York, New York 10006, a security interest in (i) all of the Assignor's rights, title and interest in and to the trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached, in each case together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, and, (iii) all causes of action arising prior to or after the date hereof for infringement of any of the Marks or unfair competition regarding the same and, (iv) the goodwill of the business with which the Marks are associated.

THIS GRANT OF SECURITY INTEREST IN TRADEMARKS, effective as of December 30, 1999, is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among Assignor, the other assignors from time to time party thereto and the Assignee, dated as of June 28, 1995 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks acquired under this Assignment.

This Grant of Security Interest in Trademarks has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee 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 in Trademarks 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 in Trademarks as of the 30th day of December, 1999.

HUMPHREYS INC., Assignor

By *L. F. Fleming*
Name: Lawrence F. Fleming
Title: President and CEO

BANKERS TRUST COMPANY
as Collateral Agent, Assignee

By *Mary Kay Coyle*
Name: MARY KAY COYLE
Title: Managing Director

STATE OF ILLINOIS)
) ss.:
COUNTY OF COOK)

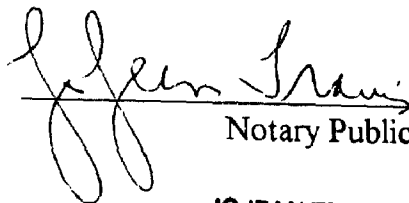
On this 30th day of Dec., 1999, before me personally came LAWRENCE F. FLEMING who, being by me duly sworn, did state as follows: that he is PRESIDENT + CEO of HUMPHREYS INC., that he is authorized to execute the foregoing Grant of Security Interest in Trademarks on behalf of said corporation and that he did so by authority of the Board of Directors of said corporation.

Christine Stoklosa
Notary Public



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

On this 25th day of JANUARY, 2000 before me personally came MARY KAY COYLE who, being by me duly sworn, did state as follows: that he is MANAGING DIRECTOR of Bankers Trust Company that he is authorized to execute the foregoing Grant of Security Interest in Trademarks on behalf of said company and that he did so by authority of the Board of Directors of said company.



Notary Public

JOJEAN TRAVIS
Notary Public, State of New York
No. 01TR5013241
Qualified in New York County
Commission Expires July 15, 2001