

05-21-1998

RECORDED



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MRO 5-1-98

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

1. Name of conveying party(ies):

BTM Capital Corporation

- Individual(s)
- General Partnership
- Corporation - State of Delaware
- Other: _____

- Association
- Limited Partnership

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

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Street Address: Two Tower Center, 8th Floor

City: East Brunswick State: NJ Zip: 08816

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation - State of _____
- Other: a national banking association

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a different document from assignments) Additional name(s) & address(es) attached? Yes No

3. Nature of Conveyance:

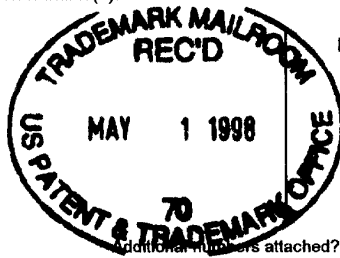
- Assignment
 - Security Agreement
 - Merger
 - Change of Name
- The attached document transfers the security agreement dated 7/30/96 to PNC Bank

Execution Date: April 15, 1998

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

A. Trademark Application No.(s)

B. Registration No.(s)



1,414,834; 1,149,925; 1,399,650; 942,743; 641,457; 960,662; 1,117,164; 1,311,184; 1,360,288; 695,636; 657,116; 1,512,453; 1,512,454; 1,513,420; 1,513,421; 1,513,422; 1,515,205; 1,517,865; 1,578,716; 1,589,807; 1,709,321; 1,238,231; 1,674,821; 1,906,385; 1,946,018; 1,887,835; 1,868,852; 1,934,438; 1,973,401

Additional name(s) & address(es) attached? Yes No

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

Name: Chris Wilson

Internal Address: _____

Street Address: Arnold & Porter

555 Twelfth Street N.W.

City: Washington State: DC ZIP: 20004-1202

6. Total number of applications and patents involved: 29

7. Total fee (37 CFR 3.41).....\$ 740.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

01-2510

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

05/21/1998 SSMITH 00000016 012510 1414834

01 FC:444 40.00 CH
02 FC:482 700.00 CH

DO NOT USE THIS SPACE

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.

Susan E. Hendrickson, Esq.
Name of Person Signing

Susan E. Hendrickson
Signature

April 27, 1998
Date

Total number of pages including cover sheet, attachments, and document:

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

ASSIGNMENT AND ACCEPTANCE


Reference is made to the Notice of Collateral Assignment of Trademarks (the "Collateral Assignment") made as of July 30, 1996, by Riviera Trading Inc., a Delaware corporation and BTM Capital Corporation, a Delaware corporation (the "Assignor") and recorded in the U.S. Patent and Trademark Office at Reel 1536, Frame 0953. Capitalized terms used by not defined herein shall have the meanings assigned to such terms in the Collateral Assignment.

The Assignor, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, and PNC Bank, National Association, a national banking association (the "Assignee") hereby agree as follows:


1. The Assignor hereby sells and assigns to the Assignee, and the Assignee hereby purchases from the Assignor and assumes, all of the Assignor's rights and obligations under the Collateral Assignment as of the Effective Date (as defined below) including all right, title and interest in and to the Trademark Collateral (including the trademarks listed on Exhibit A and the goodwill associated therewith) acquired under the Collateral Assignment.
2. The Assignee and Assignor agree that the liability of each of them under this Assignment and Acceptance and any other agreement, document, certificate or instrument delivered by either, or under any law applicable to the Collateral Assignment or the assignment thereof, shall be limited as provided in Article IX of the Purchase Agreement entered into as of March 17, 1998, between Assignor and Assignee.
3. The effective date of this Assignment and Acceptance shall be April 15, 1998 (the "Effective Date").
4. This Assignment and Acceptance shall be governed by and construed in accordance with the laws of the Commonwealth of Massachusetts.
5. This Assignment and Acceptance may be executed in any number of counterparts, each of which shall be deemed an original and which together shall constitute one instrument.

IN WITNESS WHEREOF, the Assignor and Assignee have caused this Assignment and Acceptance to be executed and delivered as of the date first above written.

BTM CAPITAL CORPORATION,
Assignor

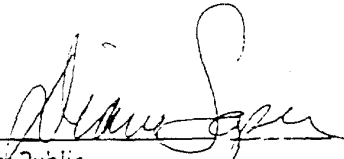
By: 
Name: Michael W. Lieber
Title: Executive Vice President

PNC BANK, NATIONAL ASSOCIATION,
Assignee

By: 
Name: LASZLO HAJDU-NEMETHI
Title: SENIOR VICE PRESIDENT

COMMONWEALTH OF)
MASSACHUSETTS) ss.
COUNTY OF SUFFOLK)

On this 14th day of April, 1998, before me personally appeared Michael W. Lieber to
me known, who, being by me duly sworn, declared that he is the Executive Vice President
of BTM Capital Corporation, the corporation described in and which executed the foregoing
instrument; that being duly authorized he did execute the foregoing instrument on behalf
of the corporation therein named; and that the foregoing constitutes the free act and deed
of said corporation.



Notary Public

My commission expires: 7/30/2001

COMMONWEALTH OF)
MASSACHUSETTS) ss.
COUNTY OF SUFFOLK)

On this 14 day of April, 1998, before me personally appeared LASZLO HAJDU-NEMETH
me known, who, being by me duly sworn, declared that he is a SENIOR VICE PRESIDENT
of PNC Bank, National Association, the corporation described in and which executed the
foregoing instrument; that being duly authorized he did execute the foregoing instrument
on behalf of the corporation therein named; and that the foregoing constitutes the free act
and deed of said corporation.



Notary Public

My commission expires: 02/08/02

EXHIBIT A

MARK	REGISTRATION DATE	REGISTRATION NO.
HOT SPECS	10/28/85	1,414,834
ROMAN CASCADE	03/31/81	1,149,925
HAIR TREASURES	07/01/86	1,399,650
MONTE CARLO	09/12/72	942,743
RIVIERA	02/12/57	641,457
JUST FOR HAIR (STYLIZED)	06/05/73	960,662 (Supp. Reg.)
RAPIDE-O-MATIC 6X	05/01/79	1,117,164
LE CLIP BY RIVIERA	12/25/84	1,311,184
SOLAR-TECH 100	09/17/85	1,360,288
MADE IN FRANCE BY RIVIERA	04/05/60	695,636
RIVIERA	01/14/58	657,116
EYECLASS	11/15/88	1,512,453
EYEPROFILE	11/15/88	1,512,454
EYEWEAR FOR EVERY WEAR	11/22/88	1,513,420
EYE ENERGY	11/22/88	1,513,421
EYETEMPO	11/22/88	1,513,422
EYESOCIETY	12/06/88	1,515,205
R (STYLIZED)	12/27/88	1,517,865
SOLAR TECH DRIVERS	01/23/90	1,573,716
MOCKBA	04/03/90	1,589,307
EYE DROPS	08/16/92	1,709,321
YOUNG WORLD	05/17/83	1,233,231
SUN & SKI	02/11/92	1,674,821
RIVIERA CLASSEX	07/18/95	1,906,385
RIVIERA OPTIX	01/02/96	1,946,018
NATIONAL SUNGLASS		
LEAGUE & DESIGN	04/04/95	1,887,835
DAILY SPECTACLES	12/20/94	1,868,852
BRUSH-CLIP	11/07/95	1,934,438
BE A DESIGNER	07/12/94	SN 74/548,445 RN 1,973,401

TRADEMARK

RECORDED: 05/01/1998

REEL: 1728 FRAME: 0255