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Form PTO-1594  
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U.S. DEPARTMENT OF COMMERCE  
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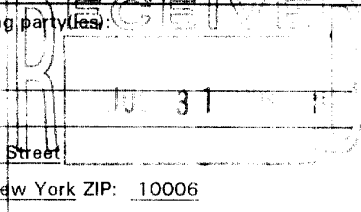
To the Honorable Commissioner

100788391

Attached original documents or copy thereof

1. Name of conveying party(ies):  
The Lane Company, Incorporated  
 Individuals  Association  
 General Partnership  Limited Partnership  
 Corporation-State: Virginia  
 Other  
Additional name(s) of conveying party(ies) attached?  Yes  No

2. Address of receiving party(ies)  
Name: Bankers Trust Company  
Internal Address:  
Street Address: 130 Liberty Street  
City: New York State: New York ZIP: 10006



3. Nature of conveyance:  
 Assignment  Merger  
 Security Agreement  Change of Name  
 Other  
Execution Date: July 14, 1998

Individual(s) citizenship  
 Association  
 General Partnership  
 Limited Partnership  
 Corporation- State: New York  
 Other  
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

4. Application number(s) or registration number(s):  
A. Trademark Application No.(s)  
Additional numbers attached?  Yes  No

Trademark Registration No (s):  
2,118,339

5. Name and address of party to whom correspondence concerning document should be mailed:  
Name: Kimberly V. Miller  
Internal Address: White & Case LLP  
Room 2604  
Street Address: 1155 Avenue of the Americas  
City: New York State: NY ZIP: 10036

6. Total number of applications and registrations involved: 4  
7. Total fee (37 CFR 3.41): \$ 115.00  
 Enclosed  
 Authorized to be charged to deposit account, in case of deficiency  
8. Deposit account number:  
23-1705  
(Attach duplicate copy of this page if paying by deposit account)

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.*  
Kimberly V. Miller  
Name of Person Signing  
*K.V. Miller*  
Signature  
7/31/98  
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

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08/05/1998 T100E1 0651-0011 2118339 -40.00 OP

SCHEDULE A

The Lane Company, Incorporated

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
ACTION LANE COMFORT SHOWCASE	2,118,339	December 2, 1997
THE NEW TRADITION	2,081,174	July 22, 1997

TRADEMARK APPLICATIONS

<u>Trademark</u>	<u>Application Serial Number</u>	<u>Application Filing Date</u>
CEDAR BOUTIQUE	75/338,611	August 11, 1997
EXCURSIONS ADVENTURES BEGIN AT HOME	75/299,647	May 28, 1997

GRANT OF SECURITY INTEREST  
IN UNITED STATES TRADEMARKS AND PATENTS

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, The Lane Company, Incorporated, a Virginia corporation (the "Grantor") with principal offices at East Franklin Avenue, P.O. Box 151, Altavista, Virginia 24517, hereby grants to Bankers Trust Company, a New York banking corporation, as Collateral Agent, with principal offices at 130 Liberty Street, New York, New York 10006 (the "Grantee"), a security interest in (i) all of the Grantor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Grantor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS GRANT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Grantor, as such term is defined in the Fourth Amended and Restated Security Agreement among the Grantor, the other assignors from time to time party thereto and the Grantee, dated as of November 17, 1994, as amended and restated as of December 29, 1995, as further amended and restated as of September 6, 1996, as further amended and restated as of June 27, 1997 and as further amended and restated as of July 14, 1998 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Grantee shall, upon such satisfaction, execute, acknowledge, and deliver to the Grantor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Grant of Security Interest.

This Grant of Security Interest has been granted in conjunction with the security interest granted to the Grantee under the Security Agreement. The rights and remedies of the Grantee 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 are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the 14<sup>th</sup> day of July, 1995.

THE LANE COMPANY, INCORPORATED,  
Grantor

By David P. Howard  
Name: David P. Howard  
Title: Vice President

BANKERS TRUST COMPANY, as  
Collateral Agent, Grantee

By James Reilly  
Name: JAMES REILLY  
Title: VICE PRESIDENT

Missouri  
STATE OF ~~NEW YORK~~ )  
St. Louis ) ss.  
COUNTY OF ~~NEW YORK~~ )

On this 14<sup>th</sup> day of July, 1998 before me personally came David Howard,  
who being duly sworn, did depose and say that he is Vice President of  
The Lane Company, Incorporated that he is authorized to execute the foregoing Grant of Security  
Interest on behalf of said corporation and that he did so by authority of the Board of Directors of  
said corporation.

Robert Lee Kautz  
Notary Public

ROBERT LEE KAUTZ  
NOTARY PUBLIC, STATE OF MISSOURI  
ST. LOUIS COUNTY  
COMMISSION EXPIRES 10/22/98

STATE OF NEW YORK )  
 ) S.S.  
COUNTY OF NEW YORK )

On this 27<sup>th</sup> day of July, 1998 before me personally came \_\_\_\_\_  
James Keilly who, being by me duly sworn, did state as follows: that he is  
Vice President of Bankers Trust Company, that he is authorized to execute the foregoing  
Grant of Security Interest on behalf of said corporation and that he did so by authority of the  
Board of Directors of said corporation.



Notary Public

**ADAM A. MONIZ**  
Notary Public, State of New York  
No. 011406009193  
Qualified in New York County  
mission Expires June 22, 2000