

08-07-1998



100787469

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 Assignment of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name FLEET NATIONAL BANK Execution Date
Month Day Year
07 24 98

Formerly FLEET NATIONAL BANK OF MASSACHUSETTS

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization MASSACHUSETTS

Receiving Party

Mark if additional names of receiving parties attached

Name SOVEREIGN BANK

OBA/AKA/TA _____

Composed of _____

Address (line 1) 50 ROWES WHARF

Address (line 2) SUITE 430

Address (line 3) BOSTON MASSACHUSETTS 02110
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other _____
- Citizenship/State of Incorporation/Organization MASSACHUSETTS

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.)

FOR OFFICE USE ONLY

08/04/1998 SSMITH 00000025 1333448

01 FC:481 40.00 DP
02 FC:482 325.00 DP

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

MRO 7-31-98

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1333448"/>	<input type="text" value="1370404"/>	<input type="text" value="1878790"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1333486"/>	<input type="text" value="1353107"/>	<input type="text" value="1421349"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1346529"/>	<input type="text" value="1729653"/>	<input type="text" value="1849521"/>

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: #

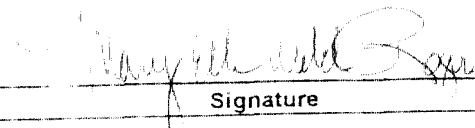
Authorization to charge additional fees: Yes No

Statement and Signature

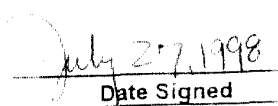
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document. Charges to deposit account are authorized, as indicated herein.

MARY ELLEN WELCH ROGERS

Name of Person Signing



Signature



Date Signed

FORM PTO-1618C
Expires 08/30/99
OMB 0651-0027

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

J.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/AKA/TA

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)

<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"/>
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1605816	<input type="text"/>	<input type="text"/>
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1665522	<input type="text"/>	<input type="text"/>
1656951	<input type="text"/>	<input type="text"/>
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<input type="text"/>	<input type="text"/>	<input type="text"/>

NON- RECOURSE ASSIGNMENT

FOR GOOD AND VALUABLE CONSIDERATION, the receipt and sufficiency whereof is hereby acknowledged, FLEET NATIONAL BANK, a banking association organized and existing under the laws of the United States of America, with a principal place of business at One Federal Street, Boston, Massachusetts 02110 (hereinafter referred to as the "**Assignor**"), hereby assigns to SOVEREIGN BANK, a federally chartered savings bank with a principal place of business at 50 Rowes Wharf, Suite 430, Boston, Massachusetts 02110 (hereinafter referred to as the "**Assignee**") in accordance with the terms hereof and WITHOUT RECOURSE, all right, title and interest of the Assignor in and to the following documents which relate to a loan arrangement established between the Assignor and U.S. Mills, Inc., a Massachusetts corporation with a principal place of business at 200 Reservoir Street, Needham, MA 02194 (hereinafter referred to as "**Borrower**") each of which is dated March 15, 1996 unless otherwise indicated:

1. Amended and Restated Loan and Security Agreement
2. Consolidated Term Note
3. Real Estate Term Note
4. Trust Deed and Security Agreement
5. Collateral Assignment of Leases and Rents
6. Environmental Indemnification Agreement
7. Trademark Collateral Assignment and Security Agreement
8. Guaranty Agreement for Charles Verde and Cynthia Davis
9. Intercreditor Agreement

11. Uniform Commercial Code Financing Statements Form UCC-1 in the jurisdictions listed on Exhibit A hereto and made a part hereof.
12. Forbearance Agreement dated April 1, 1998.
13. Ratification of Guaranty Agreement (Limited As To Amount) dated April 1, 1998.
14. Amended and Restated Revolving Credit Note dated April 1, 1998.
15. Amended and Restated Real Estate Term Note dated April 1, 1998.

The within assignment is made without any representations or warranties whatsoever, except as set forth herein.

Without limiting the generality of the foregoing exclusion of representations and warranties, Assignor and Assignee agree that this Assignment is made without recourse to the Assignor, or any affiliate subsidiary, parent or participant of the Assignor, and this Assignment is made by the Assignor without any representations or warranties, of any kind or nature whatsoever, whether expressed, implied or imposed by law including, without limitation, any of the warranties described in Section 3-417 of the uniform commercial code, which warranties are hereby expressly disclaimed by the Assignor; with respect to the title, legality, validity, or enforceability of any of the documents, instruments and agreements which relate to the Loan, including, without limitation, the Loan Documents; the completeness of any information contained in the Loan Documents; the validity, sufficiency or enforceability of any of the Loan Documents; the collectibility of any amount owed to the Assignor by any obligor; the financial condition of any obligor; the validity, enforceability, attachment, priority, or perfection of any security interest, or mortgage, or other lien described in the Loan Documents; the existence or absence of any offsets, deductions or counterclaims against the indebtedness assigned hereunder or any other claims or rights of any nature to which the Assignor

would be subject; the existence, value or condition of any reports or other information prepared by third-parties, including, without limitation, appraisals, opinions of value, environmental site assessments, lien searches, title searches, title certificates, property descriptions, title insurance policies and property surveys.

The within assignment does not constitute an endorsement of any of the above described instruments and any attempt to affix the within assignment to any of said instruments shall be without force or effect to alter the nature of this Assignment.

The Assignor hereby represents that the following amounts are due to Assignor from Borrower pursuant to the following documents:

<u>Document</u>	<u>Principal Balance as of July 24, 1998</u>	<u>Interest as of July 24, 1998</u>
Loan Agreement (Revolving Line of Credit)	\$574,402.34	\$3,777.39
Amended and Restated Real Estate Note	\$649,220.50	\$4,355.18
Amended and Restated Consolidated Term Note	\$185,474.51	\$1,244.23

By the Assignee's acceptance of this Assignment (such acceptance being indicated by the Assignee's payment to the Assignor of the consideration given to obtain this Assignment), the Assignee has signified its acceptance of all and singular the terms hereof.

Executed as an instrument under seal as of the 24th day of July, 1998.
FLEET NATIONAL BANK

By: 
AVP H. Elmer Perkins

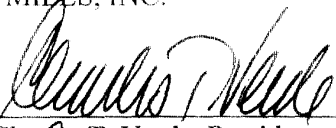
ACCEPTED AND AGREED TO

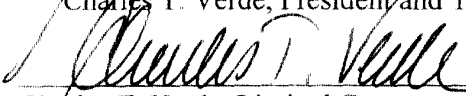
SOVEREIGN BANK

By: 
Stephen P. Kanarian, Senior Vice President

The undersigned acknowledge notice of the assignment, confirm the balances due Fleet National Bank set forth in the above assignment and agree to be bound to Sovereign Bank to the same extent as if Sovereign Bank was named in all of the documents listed above.

U.S. MILLS, INC.

By: 
Charles T. Verde, President and Treasurer


Charles T. Verde, Limited Guarantor


Cynthia C. Davis, Limited Guarantor

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