

08-28-1998

Form PTO-1594
1-31-92



SHEET
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

100808861

To the Honorable Commission

the attached original documents or copy thereof.

1. Name of conveying party(ies):
Aquaria, Inc.

Individuals Association
 General Partnership - Limited Partnership
 Corporation-State: California
 Other _____

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

2. Name and address of receiving party(ies):
 Name: National Westminster Bank PLC
 Internal Address: _____
 Street Address: 175 Water Street
 City: New York State: New York ZIP: 10038

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- State: _____

Other Public Limited Company, incorporated in the United Kingdom

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: MRD 8-21-98

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: August 13, 1998

4. Application number(s) or registration number(s):
 A. Trademark Application No.(s)

Trademark Registration No.(s)\
1,673,431

Additional numbers attached? Yes No

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 11

7. Total fee (37 CFR 3.41): \$ 290.00
 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)

08/25/1998 BHUYEN 00000075 1673431
 01 FC:481 40.00 OP
 02 FC:482 250.00 OP

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

8/20/98 _____
 Date

Total number of pages comprising cover sheet: 1

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

Do not detach this portion

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.

SCHEDULE A

TRADEMARKS

<u>Trademark</u>	<u>Registration Number</u>	<u>Registration Date</u>
BIO-WHEEL	1673431	January 28, 1992
ECLIPSE	2088320	August 12, 1997
FIRST FLIGHT	1159207	June 30, 1981
FIRST FLIGHT (STYLIZED)	1159206	June 30, 1981
MAGNUM	1450698	August 4, 1987
MARS	2163136	June 9, 1998
NEPTUNE	1675850	February 18, 1992
PENGUIN	1442060	June 9, 1987
RADIO CENSUS	1680550	March 24, 1992
REGENT	1675044	February 11, 1992

[Owner: Radio Et Cetera, Div/Aquaria, Inc.]

LETTER PERFECT	1703448	July 28, 1992
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ASSIGNMENT OF SECURITY INTEREST IN UNITED STATES
TRADEMARKS

FOR GOOD AND VALUABLE CONSIDERATION, the sufficiency and receipt of which are hereby acknowledged, AQUARIA, INC., a California corporation (the "Assignor") with principal offices at High Street Tower, 175 High Street, Boston, Massachusetts 02110, hereby assigns and grants to NATIONAL WESTMINSTER BANK PLC, as Collateral Agent, with principal offices at 175 Water Street, New York, New York 10038 (the "Assignee"), a security interest in (i) all of Assignor's right, title and interest in and to Assignor's trademarks, trademark registrations, and trademark applications more particularly set forth on Schedule A attached hereto (the "Marks"), and all renewals thereof, together with (ii) all Proceeds (as such term is defined in the Security Agreement referred to below) of the Marks, (iii) the goodwill of the business(es) with which the Marks are associated and (iv) 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.

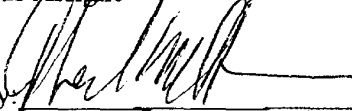
This ASSIGNMENT OF SECURITY INTEREST is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of August 13, 1998 (as amended from time to time, the "Security Agreement") and shall be effective as of the date of the Security Agreement. Upon the termination of the Security Agreement (as defined in the Security Agreement), the Assignee shall, upon satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in

writing releasing the security interest in the Marks acquired under this Assignment of Security Interest.

This Assignment of Security Interest has been granted in conjunction with the security interest granted to 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 Assignment 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 Assignment of Security Interest as of the 13th day of August, 1998.

AQUARIA, INC.
as Assignor

By: 
Name: *Robert M. Sherman*
Title: *President*

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
Assignee

By: _____
Name:
Title:

Commonwealth of Massachusetts
STATE OF NEW YORK)
Suffolk) ss:
COUNTY OF NEW YORK)

On this 13th day of August, 1998, before me personally came
Robert M. Sherman who, being duly sworn, did depose and say that [s]he is
President of Aquaria, Inc., that [s]he is authorized to execute the foregoing
Assignment of Security Interest on behalf of said corporation and that [s]he did so by authority of
the Board of Directors of said Corporation.

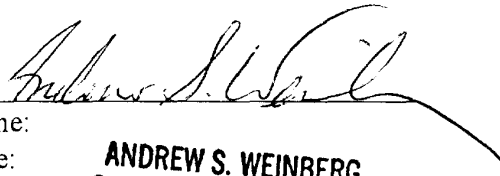
James R. Kelly
Notary Public

IN WITNESS WHEREOF, the undersigned have executed this Assignment of Security Interest as of the 13th day of August, 1998.

AQUARIA, INC.
as Assignor

By: _____
Name:
Title:

NATIONAL WESTMINSTER BANK PLC, as Collateral Agent
Assignee

By: 
Name:
Title: **ANDREW S. WEINBERG
SENIOR VICE PRESIDENT**

