

10-01-1998

RECO

100842371

HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

FORM PTO-1594

(Rev. 6-93)

OMB No.

Tab s

09-09-1998

Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name U.S. Patent & TMO/TM Mail Rpt Dt. #54
Stanwich Acquisition Corp.
(d/b/a King-Way Material
Handling Company)

- Individual(s)
- General Partnership
- Corporation-State
- Other
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: _____

2. Name and address of receiving party(ies)

Name: Madeleine L.L.C.

Internal Address: _____

Street Address: 450 Park Avenue, 28th Floor

City: New York State: NY ZIP: 10022

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other Limited Liability Company

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 patent number(s):

A. Trademark Application No.(s)

None

B. Trademark Registration No.(s)

King-Way 728,306
Caps 1,277,920

Additional numbers attached? Yes No

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

Name: Schulte Roth & Zabel LLP

Internal Address: Frederic Ragucci

Street Address: 900 Third Avenue

City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 2

7. Total fee (37 CFR 3.41).....\$ 65⁰⁰

Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

20-0052

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

09/29/1998 JSHADAZZ 00000130 200052 728306

DO NOT USE THIS SPACE

QC/FC:481 40.00 CH
QC/FC:482 25.00 CH

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.

Joyce I. Francis

Name of Person Signing

Christiane E Wilson

Signature

Total number of pages including cover sheet, attachments, and document: 5

9-3-98

Date

Mail documents to be recorded with required cover sheet Information to:
Commissioner of Patents & Trademarks, Box Assignment

TRADEMARK
REEL: 1796 FRAME: 0691

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Stanwich Acquisition Corp. (the "Assignor") has adopted, used and is using the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Assignor, has entered into a Security Agreement dated September 1, 1998 (the "Security Agreement") in favor of Madeleine L.L.C. (the "Assignee");

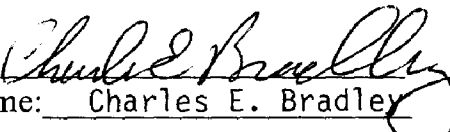
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications and restrictions thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof (the "Collateral"), to secure the payment, performance and observance of the Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby assign unto the Assignee and grants to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Obligations.

The Assignor does hereby further acknowledge and affirm that the rights and remedies of the Assignee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be duly executed
by its officer thereunto duly authorized as of ~~August~~, 1998.
September 1

STANWICH ACQUISITION CORP.

By: 
Name: Charles E. Bradley
Title: President

CONNECTICUT
STATE OF ~~NEW YORK~~

FAIRFIELD ss.:
COUNTY OF ~~NEW YORK~~

On this 28th day of August, 1998, before me personally came Charles E. Bradley, to me known to be the person who executed the foregoing instrument, and who, being duly sworn by me, did depose and say that he is the President of Stanwich Acquisition Corp., a Delaware corporation, and that he executed the foregoing instrument in the firm name of Stanwich Acquisition Corp and that he had authority to sign the same, and he acknowledged to me that he executed the same as the act and deed of said firm for the uses and purposes therein mentioned.



ESTELLE K. MOULKETIS, NOTARY PUBLIC
COUNTY OF FAIRFIELD
MY COMMISSION EXPIRES: SEPT. 30, 2001

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY

(TRADEMARKS AND TRADEMARK APPLICATIONS)

<u>Trademark</u>	<u>Registration No.</u>	<u>Date of Registration</u>
KING-WAY	728,306	3/6/62
CAPS	1,277,920	5/15/84