

03-01-1999

ET

Docket No.:

.Y

025983/0003



100916800

Tab settings

HRD
2-25-99

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

1. Name of conveying party(ies):

VICTORIA ACQUISITION GROUP, INC.
30 JEFFERSON PARK ROAD
WARWICK, RHODE ISLAND 02888

- Individual(s)
- General Partnership
- Corporation-State **RHODE ISLAND**
- Other

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other **correction to Reel 1689 Frame 0186: the conveyance is a Security Interest, not an Assignment**

Execution Date: **12291997**

2. Name and address of receiving party(ies):

Name: **FOOTHILL CAPITAL CORPORATION**

Internal Address: **Suite 1500**

Street Address: **1111 Santa Monica Boulevard**

City: **LOS ANGELES** State: **CA** ZIP: **90025**

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

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

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

A. Trademark Application No.(s)

SEE
ATTACHED
SCHEDULE

B. Trademark Registration No.(s)

SEE
ATTACHED
SCHEDULE

Additional numbers Yes No

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

Name: **JOSHUA R. BRESSLER, ESQ.**

Internal Address: **SCHULTE ROTH & ZABEL LLP**

Street Address: **900 THIRD AVENUE**

City: **NEW YORK** State: **NY** ZIP: **10022**

6. Total number of applications and registrations involved:.....

26

7. Total fee (37 CFR 3.41):.....\$ **\$665.00**

- Enclosed
- Authorized to be charged to deposit account

Charge fee

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP 500675

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.

JOSHUA R. BRESSLER

Name of Person Signing

Signature

FEBRUARY 24, 1999

Date

Total number of pages including cover sheet, attachments, and

13

TRADEMARK
REEL: 1812 FRAME: 0731

SCHEDULE 1A TO ASSIGNMENT FOR SECURITY**(TRADEMARKS)**

<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>
"XIV FOURTEEN"	1,453,725	08/18/87
"Treza"	796,735	09/28/65
"Treza" (Stylized)	1,514,108	11/22/88
"Richelieu" (Stylized)	508,978	04/26/49
"Encore"	1,815,830	01/11/94
"Richelieu"	1,558,953	10/03/89
"Victoria Creations"	1,111,772	01/23/79
"Carousel"	1,584,557	02/27/90
"Celeste"	1,320,599	02/19/85
"The Design Connection"	1,695,305	06/16/92
"Design Originals"	1,246,322	07/26/83
"Fleur De Mer"	735,349	07/31/62
"Glasstic"	1,172,188	10/06/81
"Glasstique"	1,172,198	10/06/81
"Suspense"	1,098,231	08/01/78
"Ro-May"	1,108,568	12/12/78
"R.J."	1,108,567	
"Ovelles"	1,182,863	12/22/81
"Andre LeClair"	1,121,812	07/10/79
"Cezanne"	688,750	11/24/59

<u>Trademark</u>	<u>Registration No.</u>	<u>Filing Date</u>
"Richelieu"	400,508	03/16/43
"Satinore"	381,210	09/17/40
"D&S Logo" / "DS" (Stylized)	75/033,867	12/18/95
"Huggable Ears"	75/048,817	01/26/96
"Have You Hugged Your Ears Today"	75/085,943	04/09/96
"Huggable Flips"	75/164,802	09/12/96

OMB No. 0651-0011 (exp. 4/94) **med 1-26-98**
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DS-4D

To the Honorable Commissioner of F.

att TRADEMARK REG PROCESS copy thereof.

1. Name of conveying party(ies):

Victoria Acquisition Group, Inc.

- Individual(s)
- General Partnership
- Corporation-State (Rhode Island)
- Other

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

3. Nature of conveyance:

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

Execution Date: December 29, 1997

2. Name and address of receiving party(ies)

Name: Foothill Capital Corporation

Internal Address: SUITE 1500
 Street Address: 11111 Santa Monica Boulevard
 City: Los Angeles State: CA ZIP: 90025-3333

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State (California)
- 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 patent number(s):

A. Trademark Application No.(s)

75/033,867
75/048,817
75/085,943
75/164,802

B. Trademark Registration No.(s)

1,453,725
796,735
1,514,108
508,978

Additional numbers attached? Yes No

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

Name: _____

Internal Address: _____

Capital Services, Inc.
40 Colvin Avenue, Suite 200
Albany, New York 12208

Street Address: Attn: Donna Quickeman

City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 26

7. Total fee (37 CFR 3.41).....\$ 1665.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

DO NOT USE THIS SPACE

02/19/1998 JSHBAZZ 00000192 75033867
01 FC:481 40.00 UP
02 FC:482 625.00 UP

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

Joyce I. Francis
Signature

1-21-98
Date

Total number of pages including cover sheet, attachments, and document: 4

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

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"Andre LeClair"	1,121,812	07/10/79
"Cezanne"	799,750	11/24/59

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"Have You Hugged Your Ears Today"	75/085,943	04/09/96
"Huggable Flips"	75/164,802	09/12/96

TRADEMARK FEE PROCESS.
RECEIVED

1998 JAN 26 A 10: 31

US PATENT &
TRADEMARK OFFICE

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, Victoria Acquisition Group, Inc., a Rhode Island corporation (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 July 1, 1996 (the "Security Agreement") in favor of Foothill Capital Corporation (the "Assignee");

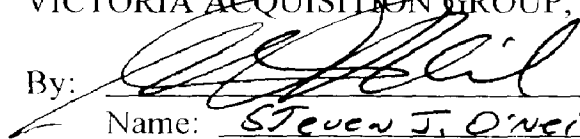
WHEREAS, pursuant to the Security Agreement, the Assignor has assigned to the Assignee and granted to the Assignee a security interest in all right, title and interest of the Assignor in, to and under the Trademarks together with the good-will of the business symbolized by the Trademarks and the applications 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 Subordinated Obligations (as defined in the Security Agreement);

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, the Assignor does hereby convey, sell, assign, transfer and set over unto the Assignee and grant to the Assignee a security interest in the Collateral to secure the prompt payment, performance and observance of the Subordinated 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 December 29, 1997.

VICTORIA ACQUISITION GROUP, INC.

By: 
Name: STEVEN J. O'NEIL
Title: Executive Senior Vice President
CHIEF FINANCIAL OFFICER

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