

01-20-1999

FORM PTC-159
1-31-92

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

1-15-99



100946149

Tab settings =>=>=>

To the Honorable Commission

and original documents or copy thereof.

1. Name of conveying party(ies):
L. Powell Company
8631 Hayden Place
Culver City, California 90232

Individual(s) 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: Fleet Capital Corporation, as Agent
Internal Address: _____
Street Address: 200 Glastonbury Boulevard
City: Glastonbury State: CT ZIP: 06033

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: January 8, 1999

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State Rhode Island
 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)
SEE ATTACHED SCHEDULE A

B. Trademark registration No.(s)
SEE ATTACHED SCHEDULE A

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: _____
Internal Address: **RETURN TO:**
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
Street Address: _____
SUITE 101
WASHINGTON DC 20004
City: _____ State: _____ ZIP: _____

6. Total number of applications and registrations involved: 5

7. Total fee (37 CFR 3.41):\$ 140.00
 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

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

Richard ROEL Richard Roel
Name of Person Signing Signature

Date: 1/13/99

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

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

01/19/1999 TTON11 00000048 1339088

01 FC:481 40.00 OP
02 FC:482 100.00 OP

1031990.1/RIR/10735/375 1/12/99

TRADEMARK
REEL: 1841 FRAME: 0003

SCHEDULE A

Schedule A to a Trademark Assignment of Security dated January 8, 1999, by
and between L. POWELL COMPANY and FLEET CAPITAL CORPORATION, as Agent.

I. U.S. Federal Registrations

<u>Registration No. or Application No.</u>	<u>Mark</u>	<u>Issue or File Date</u>
1,339,088	The PC Powell COLLECTION	6/4/85
1,340,512	PC Powell	6/11/85
2,179,543	Cheval Jewelry Wardrobe	8/4/98
75/521,036	Generations for the 21st Century, a division of the L. Powell Company	7/17/98
75/310,908	Generation for the 21st Century	6/18/97

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, L. Powell Company, a corporation formed under the laws of the State of California ("Borrower"), having a principal place of business at 8631 Hayden Place, Culver City, California 90232, has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Borrower is obligated to Agent and Lenders (each term as hereinafter defined), pursuant to (i) a certain Loan and Security Agreement, dated as of the date hereof (as may be further amended, modified or otherwise supplemented from time to time) among Borrower, LPC Investment Holdings, LLC, Fleet Capital Corporation ("Fleet"), the various financial institutions named therein or which hereafter become a party thereto (Fleet and such other financial institutions, collectively, "Lenders") and Fleet as administrative and collateral agent for Lenders (Fleet in such capacity, "Agent") and (ii) a certain Trademark Collateral Security Agreement, dated the date hereof, made by Borrower in favor of Agent, for the ratable benefit of Lenders (as each may be amended, supplemented, restated or otherwise modified from time to time, collectively, the "Agreements"); and


WHEREAS, pursuant to the Agreements, Borrower is granting to Agent for the ratable benefit of Agent and Lenders a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefore.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Borrower does hereby assign unto Agent for the ratable benefit of Agent and Lenders and grant to Agent for the ratable benefit of Agent and Lenders a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

Borrower expressly acknowledges and affirms that the rights and remedies of Agent and Lenders with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

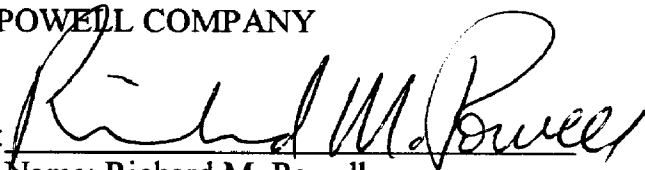
Dated: January 8, 1999

Witness:



L. POWELL COMPANY

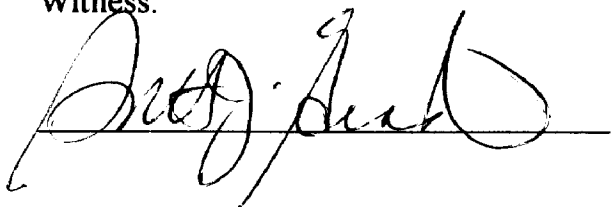
By:



Name: Richard M. Powell

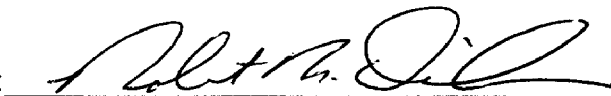
Title: Chief Executive Officer

Witness:



FLEET CAPITAL CORPORATION, as Agent

By:



Name: ROBERT M. DAILEY

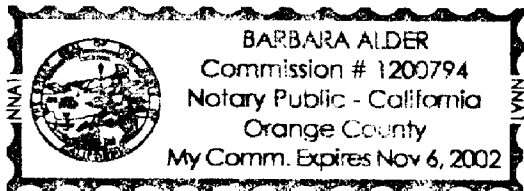
Title: VP

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

On January 8, 1999, before me, Barbara Alder, a Notary Public in and for said state, personally appeared RICHARD M. POWELL, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Seal]



Barbara Alder
Notary Public

STATE OF CALIFORNIA)
) ss.
COUNTY OF ORANGE)

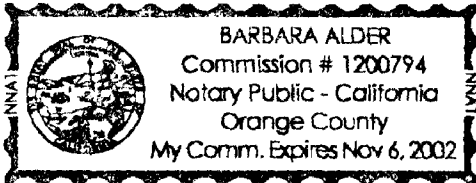
On January 7, 1999, before me, Barbara Alder, a Notary Public in and for said state, personally appeared ROBERT M. DAILEY, personally known to me or proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or entity upon behalf of which the person(s) acted, executed the instrument.

WITNESS my hand and official seal.

[Seal]

Barbara Alder

Notary Public



OC/136947.1

RECORDED: 01/15/1999

TRADEMARK
REEL: 1841 FRAME: 0007