



06-16-1997



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MRD 06-06-97

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

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480-75.00 1883 028

Do not attach original documents or copy thereof.

1. Name of conveying party(ies):

Jacalyn E.S. Bennett and Company

- Individuals
- General Partnership
- Corporate-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: June 10, 1997

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

Name: BankBoston, N.A.  
 Internal Address: attn: Jeffrey Westling  
 Street Address: 100 Federal Street  
 City: Boston State MA ZIP 02110

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

If assignee is not domiciled in the United States, a domestic representative designation is attached:  yes  no  
(Designation 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)

B. Trademark Registration No.(s)

No. 1,883,028  
 No. 1,889,633  
 No. 1,889,351  
 No. 1,883,027

Additional numbers attached?  Yes  No

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

Name: James I. Rubens, Esq.  
 Internal Address: Edwards & Angell  
 Street Address: 101 Federal Street  
 City: Boston State MA ZIP 02110

6. Total number of applications and registrations involved

4

7. Total fee (37 CFR 3.41).....

\$15.00

- 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.

Sarah N.A. Camougis, Esq.  
Name of Person Signing

*Sarah N.A. Camougis*  
Signature

June 13, 1997  
Date

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

ASSIGNMENT FOR SECURITY (TRADEMARKS)

WHEREAS, JACALYN E. S. BENNETT AND COMPANY, a Massachusetts corporation with its principal office at 45 Water Street, Newburyport, Massachusetts 01950 (the "Company"), has adopted, used and is using the mark or marks shown on Schedule A attached hereto (the "Marks"), which are registered in the United States Patent and Trademark Office under the registration numbers shown on such Schedule A next to each of the Marks; and

WHEREAS, the Company is obligated to BANKBOSTON, N.A., a national bank having its head office at 100 Federal Street, Boston, Massachusetts 02110 (the "Lender"), pursuant to (i) a certain Loan Agreement dated the date (the "Loan Agreement") hereof (between the Lender and the Company; (ii) a certain Revolving Credit Note dated the date hereof made payable by the Company to the order of the Lender and issued pursuant to the Loan Agreement; (iii) a Security Agreement dated the date hereof by and between the Company and the Lender; (iv) a Trademark Collateral Assignment and Security Agreement dated the date hereof by and between the Company and the Lender; and (v) certain other agreements and instruments executed in connection with the foregoing (collectively, (i) -(v) are referred to as the "Agreements"); and

WHEREAS, pursuant to the Agreements, the Company is granting to the Lender a security interest in and to the Marks, the good will of the business symbolized by the Marks and the registrations thereof;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Company does hereby assign and grant to the Lender a security interest in and to the Marks, together with the good will of the businesses symbolized by each of the Marks, and the registrations thereof, which assignment and security interest shall secure all the Obligations (as defined in the Agreements) in accordance with the terms and provisions thereof.

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

Dated as of June 12, 1997

JACALYN E.S. BENNETT AND COMPANY

By: 


Name: Jacalyn E.S. Bennett

Date: 6/12/97

COMMONWEALTH OF MASSACHUSETTS)

COUNTY OF Essex ) SS:

The foregoing Assignment for Security (Trademarks) was executed and acknowledged before me this 10<sup>th</sup> day of June, 1997, by Jacalyn E.S. Bennett, personally known to me to be the President of JACALYN E. S. BENNETT AND COMPANY, a Massachusetts corporation, on behalf of such corporation.



Notary Public

My Commission Expires: September 30, 1999

SCHEDULE A

MARK	SERIAL NUMBER FILING DATE	REGISTRATION NO. REGISTRATION DATE
Jacalyn E.S. Bennett	--	No. 1,883,028 3/7/95
Jacalyn Elizabeth Stuart Bennett	--	No. 1,889,633 7/4/95
Jacalyn Stuart Bennett	--	No. 1,889,351 4/11/95
Amour De Nuit	--	No. 1,883,027 3/7/95