

02-16-1999



100969407

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

88-11-98
MCO

Submission Type

New

Resubmission (Non-Recordation)
Document ID #

Correction of PTO Error
Reel # Frame #

Corrective Document
Reel # Frame #

Conveyance Type

Assignment License

Security Agreement Nunc Pro Tunc Assignment
Effective Date
Month Day Year

Merger

Change of Name

Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of conveying parties attached

Name

DBA/AKATA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

Individual General Partnership Limited Partnership If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

Corporation Association

Other

Citizenship/State of Incorporation/Organization

02/16/1999 DMUYEN 00000009 230000 1147557 FOR OFFICE USE ONLY

01 FC-401 10-00-GH

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS

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

Domestic Representative Name and Address

Enter for the first Receiving Party Only

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address Area Code and Telephone Number

(212) 310 - 8191

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages Enter the total number of pages of the attached conveyance document including any attachments. #

Trademark Application Number(s) or Registration Number(s)

X Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text"/>	<input type="text"/>	<input type="text"/>	See Schedule A attached	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>		<input type="text"/>	<input type="text"/>

Number of Properties Enter the total number of properties involved

#

Fee Amount Fee Amount for Properties Listed (37 CFR 3.41): \$

Method of Payment Enclosed Deposit Account

Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.)
Deposit Account Number #

Authorization to charge additional fees: Yes No

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. Charges to deposit account are authorized, as indicated herein.

Laura Quintano


Signature


Dated Signed

Name of Person Signing

ASSIGNMENT

THIS ASSIGNMENT (the "Assignment"), dated as of November 24, 1998, is made and entered into by **CITICORP USA, INC.**, a Delaware corporation, as administrative agent under that certain Amended and Restated Credit Agreement dated as of July 3, 1997, as amended (the "Credit Agreement") (the "Assignor") in favor of, **THE FIRST NATIONAL BANK OF CHICAGO**, a national banking association, in its capacity as successor administrative agent under the Credit Agreement (in such capacity, the "Assignee").

RECITALS

A. Assignor has resigned as administrative agent under the Credit Agreement effective November 24, 1998 and has been succeeded in such capacity by Assignee.

B. Assignor is the grantee under the following-described instrument (herein referred to as the "Trademark Security Agreement") encumbering certain trademarks and licenses more particularly described on Schedule A attached hereto and made a part hereof:

Subsidiary Trademark Security Agreement dated as of November 21, 1994, recorded December 19, 1994 at Reel 1262, Frame 040-054, executed by Stewart Stamping Corporation in favor of Assignor, as grantee, as amended by that certain Notice of Amendment to Subsidiary Trademark Security Agreement dated as of July 10, 1997, recorded ~~_____~~ 19 ~~_____~~ at Reel ~~_____~~, Frame ~~_____~~

C. Assignor is entering into this Assignment for the purpose of confirming and providing record notice of Assignee's succession to Assignor as the Grantee under the terms of the Trademark Security Agreement and the assignment to Assignee of all Assignor's right, title and interest as grantee under the Trademark Security Agreement.

NOW, THEREFORE, pursuant to and in consideration of the aforementioned agreement, record notice of which is hereby given, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Assignor does hereby assign to Assignee, for the benefit of the Lenders and the Issuing Banks (as defined in the Credit Agreement), all of Assignor's right, title and interest in, to and under the aforementioned Trademark Security Agreement, including, without limitation, all right, title and interest of Assignor as grantee under such Trademark Security Agreement.

IN WITNESS WHEREOF, the Assignor has entered into this Assignment and caused the same to be duly executed and delivered to Assignee.

CITICORP USA, INC., as
Administrative Agent

By Charles S. Foster
Charles S. Foster
Attorney-in-Fact

Acknowledged and Accepted
this 24th day of November,
1998

THE FIRST NATIONAL BANK OF CHICAGO

By [Signature]
Name: TAM DAW
Title: Officer

STATE OF NEW YORK)
)
COUNTY OF NEW YORK) SS.

On November 18 1998 before me, H. Scott Kenyon, a Notary Public in and for the state of New York, personally appeared Charles S. Foster, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his authorized capacity, and that by his signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature 

(Seal)

H. SCOTT KENYON
Notary Public, State of New York
No. 01KE5016236
Qualified in Rockland County
Certificate Filed in New York County
Commission Expires August 9, 1999

STATE OF NY)
)
COUNTY OF NY) SS.

On November 24, 1998 before me, Debra H Goldberg, a Notary Public in and for the state of NY, personally appeared Tom Dao, personally known to me (or proved to me on the basis of satisfactory evidence) to be the person whose name is subscribed to the within instrument and acknowledged to me that he/she executed the same in his/her authorized capacity, and that by his/her signature on the instrument the person, or the entity on behalf of which the person acted, executed the instrument.

WITNESS my hand and official seal.

Signature Debra H Goldberg

(Seal)

DEBRA M. GOLDBERG
NOTARY PUBLIC, State of New York
No. 01GO5086516
Qualified in Kings County
Commission Expires Oct. 14, 19 99

SCHEDULE A

TO

ASSIGNMENT

Dated as of November 24, 1998

STEWART STAMPING CORPORATION

Trademarks, etc., and Applications

I. ISSUED TRADEMARKS

<u>Owner</u>	<u>Registered Trademark</u>	<u>Registration No.</u>	<u>Date Registered</u>
Stewart Stamping Corporation	SS	1,147,557	02/24/81

II. TRADEMARK APPLICATIONS

NONE

III. LICENSE AGREEMENTS

NONE