

07-27-1999

Docket No.:

014951/0146

RECORDER
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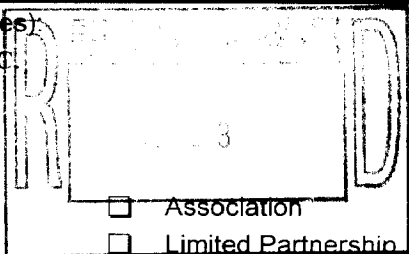
101102242

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

1. Name of conveying party(ies):

WILLCOX & GIBBS, INC.



- Individual(s)
- General Partnership
- Corporation-State **DELAWARE**
- Other

- Association
- Limited Partnership

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

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

Name: ABLECO FINANCE LLC, as Agent

Internal Address: _____

Street Address: 450 PARK AVENUE

City: NEW YORK State: NY ZIP: 10022

- Individual(s) citizenship _____
- Association _____
- General Partnership _____
- Limited Partnership _____
- Corporation-State _____
- Other DELAWARE LIMITED LIABILITY COMPANY

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

3. Nature of conveyance:

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

Execution Date: 04201999

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

1,569,252 1,560,503 2,127,573
2,124,121

Additional numbers Yes No

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

Name: JOSHUA R. BRESSLER

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: 4

7. Total fee (37 CFR 3.41): \$ 115.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

SCHULTE ROTH & ZABEL LLP - 500675

07/26/1999 DNGUYEN 00000406 500675 1569252

DO NOT USE THIS SPACE

01 FC:481
02 FC:482

40.00 CH
75.00 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.

JOSHUA R. BRESSLER

Name of Person Signing

Signature

JULY 22, 1999

Date

Total number of pages including cover sheet, attachments, and

6

ASSIGNMENT FOR SECURITY
(OTHER INTELLECTUAL PROPERTY)

WHEREAS, Willcox & Gibbs, Inc., a debtor and a debtor-in-possession, or its predecessors-in-interest (collectively, "Assignor") has all right, title and interest to the Other Intellectual Property Collateral, as well as to Patent Collateral, Trademark Collateral, and Copyright Collateral not included within the Assignment For Security-Trademarks, Assignment For Security-Copyrights, and Assignment For Security-Patents (collectively referred to as "Additional Collateral");

WHEREAS, Assignor is obligated to Ableco Finance LLC, a Delaware limited liability company, as lender under that certain Financing Agreement, dated April 20, 1999, between Assignor and Ableco Finance LLC (as the same may be amended, restated, modified or supplemented from time to time, the "Credit Agreement"), and as agent for itself and each person that purchases any portion of Ableco Finance LLC's rights and obligations under the Credit Agreement pursuant to Section 9.13 thereof, collectively, the "Assignee"), and Assignor has entered into a Security Agreement and Mortgage - Intellectual Property dated the date hereof (the "Security Agreement") in favor of Assignee; and

WHEREAS, pursuant to the Security Agreement, Assignor has assigned to Assignee and granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Additional Collateral 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, Assignor does hereby further assign unto Assignee and grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations.

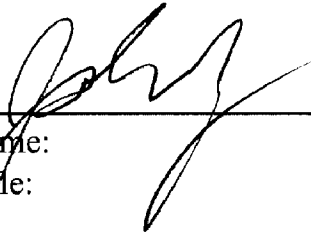
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are hereby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

Assignee's address is 450 Park Avenue, 28th Floor, New York, New York 10022.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 20th day of April 1999.

WILLCOX & GIBBS, INC.,

a Debtor and a Debtor-in-Possession

By: 
Name:
Title:

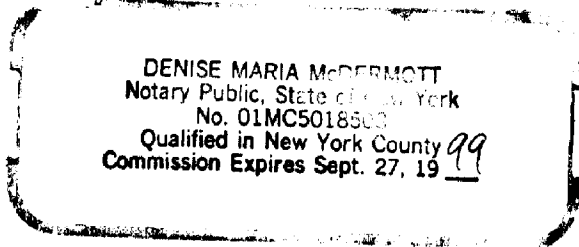
STATE OF NEW YORK)

) ss.:

COUNTY OF NEW YORK)

On this 20th day of April 1999, before me personally appeared John K. Ziegler, Jr. to me known, who, being by me duly sworn, did depose and say that he resides at 72 Riverside Ave Basking Ridge, NJ 07920 and that he is CFO, VP, & Asset Secy of Willcox & Gibbs, Inc., a debtor and a debtor-in-possession, described in and which executed the foregoing instrument and that he signed his name thereto pursuant to such authority.

Notary Public



Denise Maria Mc Dermott

OTHER INTELLECTUAL PROPERTY

WILLCOX & GIBBS, INC.

PATENT APPLICATIONS

None

TRADEMARK APPLICATIONS

None

SERVICE MARKS

	REGISTRATION NO.	MARK
Willcox & Gibbs, Inc.	1,569,252	WILLCOX & GIBBS
	1,560,503	W&G
	2,127,573	REXEL
	2,124,121	REXEL

SERVICE MARK APPLICATIONS

None

TRADE DRESS

None

LOGOS

	SERIAL NO.	MARK
Willcox & Gibbs, Inc.	014,178 (Canada)	GW WILLCOX & GIBBS SEWING MACHINE CO., NEW YORK & Design
	1473387 (France)	WG & Design

DOMAIN NAMES

W6-NY991100.001

None

COPYRIGHT APPLICATION

None

MASK WORK REGISTRATION

None

MASK WORK APPLICATION

None

CORPORATE NAMES

1. Willcox & Gibbs, Inc.

TRADENAMES

1. WG Apparel, Inc.

LICENSE AGREEMENTS

1. Distributorship Agreement made as of October 1, 1998, between G.M. Pfaff AG, and Willcox & Gibbs, Inc. (Whereby Pfaff grants to Willcox & Gibbs certain intellectual property rights)
2. Distribution Agreement made as of January 1, 1995 between Pegasus Sewing Mfg. Co. Ltd. and Willcox & Gibbs, Inc. (Whereby Pegasus grants to Willcox & Gibbs certain intellectual property rights)

BORROWER LICENSOR AGREEMENTS

None