

10-22-1999



101178136

10-15-99

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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

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

Merger Change of Name

Other

Effective Date
Month Day Year

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 receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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. (Assignment must be a separate document from Assignment.)

10/22/1999 DNGUYEN 00000052 74151809

FOR OFFICE USE ONLY

01 FC:A81
02 FC:A82

40.00 OP
225.00 OP

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

TRADEMARK
REEL: 001977 FRAME: 0736

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

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)

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)

74151809		

1247027	833650	1355253
1655257	1370055	1381260
1458244	1557864	2094133

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.

David M. Klein

10/13/99

Name of Person Signing

Signature

Date Signed

RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

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Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

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Address (line 3)
City State/Country Zip Code

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Registration Number(s)

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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
OMB 0651-0021

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

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Other

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**AMENDMENT NO. 1 TO
TRADEMARK COLLATERAL SECURITY AGREEMENT AND
CONDITIONAL ASSIGNMENT**

Dated as of September 30, 1999

AMENDMENT NO. 1 TO TRADEMARK COLLATERAL SECURITY AGREEMENT AND CONDITIONAL ASSIGNMENT among EBEL U.S.A., Inc., a Delaware corporation ("EBEL U.S.A."), Swisswave, Inc., a California corporation ("Swisswave" and, collectively with EBEL U.S.A., the "US Grantors"), EBEL S.A., a Swiss *société anonyme* ("EBEL S.A." and, collectively with the US Grantors, the "Grantors"), and Bankers Trust Company, as security agent (the "Security Agent") for the financial institutions party to the Facilities Agreement as amended by the Amendment Agreement dated the date hereof (the "Facilities Agreement").

PRELIMINARY STATEMENTS:

(1) The Grantors, Fabrique Ebel, Inc., a former New York corporation ("Fabrique Ebel, Inc."), and Security Agent have entered into a Trademark Collateral Security Agreement and Conditional Assignment dated as of September 30, 1994 (such Trademark Collateral Security Agreement and Conditional Assignment as amended, supplemented or otherwise modified through the date hereof, the "Trademark Collateral Security Agreement"). Capitalized terms not otherwise defined in this Amendment have the same meanings as specified in the Trademark Collateral Security Agreement.

(2) Fabrique Ebel, Inc. was dissolved by a board resolution ratified by the shareholders on September 1, 1995.

(3) Unless otherwise defined in the Security Agreement, terms defined in Article 8 or 9 of the Uniform Commercial Code in effect in the State of New York are used in this Amendment as such terms are defined in such Article 8 or 9.

(4) The Security Agent and the Grantors wish to, and have agreed to, amend the Trademark Collateral Security Agreement as hereinafter set forth.

SECTION 1. Amendment to the Trademark Collateral Security Agreement.
The Trademark Collateral Security Agreement is, effective as of the date hereof and subject to the satisfaction of the conditions precedent set forth in Section 2 hereof, hereby amended as follows:

(a) Schedule A to the Trademark Collateral Security Agreement is replaced by Schedule A hereto.

(b) All references in the Trademark Collateral Security Agreement to "Fabrique Ebel, Inc." are hereby deleted in their entirety.

(c) Without limiting the generality of the foregoing or of the provisions of the Trademark Collateral Security Agreement, each Grantor, to the extent of its interest therein, hereby (i) grants to Security Agent a security interest in, and (ii) without limiting the grant of a security interest pursuant to this clause (c)(i) and effective upon the occurrence of an Event of Default and upon written notice from Security Agent, grants, sells, conveys, transfers, assigns and sets over to Security Agent, for its benefit and the ratable benefit of the Finance Parties, all of such Grantor's right, title and interest in and to (including without limitation the goodwill of the business symbolized by), all of such Grantor's right, title and interest in and to the Trademarks specified in Schedule A annexed to the Trademark Collateral Security Agreement, as amended hereby.

(d) The Grantors hereby represent and warrant that each representation and warranty set forth in Section 5 of the Trademark Collateral Security Agreement, as amended hereby, as to the Collateral is true and accurate as of the date hereof.

SECTION 2. Conditions of Effectiveness. This Amendment shall become effective as of the date first above written when, and only when, Security Agent shall have received counterparts of this Amendment executed by each of the Grantors. This Amendment is subject to the provisions of Section 21 of the Trademark Collateral Security Agreement.

SECTION 3. Reference to and Effect on the Trademark Collateral Security Agreement. (a) On and after the effectiveness of this Amendment, each reference in the Trademark Collateral Security Agreement to "this Agreement", "hereunder", "hereof" or words of like import referring to the Trademark Collateral Security Agreement and each reference in the other Finance Documents to "the Trademark Collateral Security Agreement", "thereunder", "thereof" or words of like import referring to the Trademark Collateral Security Agreement, shall mean and be a reference to the Trademark Collateral Security Agreement, as amended by this Amendment.

(b) The Trademark Collateral Security Agreement is and shall continue to be in full force and effect and is hereby in all respects ratified and confirmed. Without limiting the generality of the foregoing, the Trademark Collateral Security Agreement and all of the Collateral described therein do and shall continue to secure the payment of all obligations of the Borrowers and Guarantors under the Facilities Agreement.


(c) The execution, delivery and effectiveness of this Amendment shall not, except as expressly provided herein, operate as a waiver of any right, power or remedy of Security Agent under the Trademark Collateral Security Agreement or any of the Finance Documents, nor constitute a waiver of any provision of the Trademark Collateral Security Agreement or any of the Finance Documents.

SECTION 4. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment.


SECTION 5. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

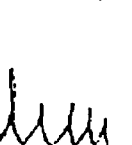
EBEL S.A., as a Grantor

By: 
Name: S. ARABIYAN
Title: CEO

EBEL U.S.A., INC., as a Grantor

By: 
Name: S. ARABIYAN
Title: Chairman

SWISSWAVE, INC., as a Grantor

By: 
Name: S. ARABIYAN
Title: Chairman

BANKERS TRUST COMPANY, as Security Agent

By: _____
Name:
Title:

SECTION 4. Execution in Counterparts. This Amendment may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of a signature page to this Amendment by telecopier shall be effective as delivery of a manually executed counterpart of this Amendment.

SECTION 5. Governing Law. This Amendment shall be governed by, and construed in accordance with, the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be executed by their respective officers thereunto duly authorized, as of the date first above written.

EBEL S.A., as a Grantor

By: _____
Name:
Title:


EBEL U.S.A., INC., as a Grantor

By: _____
Name:
Title:

SWISSWAVE, INC., as a Grantor

By: _____
Name:
Title:

BANKERS TRUST COMPANY, as Security Agent

By: 
Name: Barry Jeffries
Title: Vice President

SCHEDULE A
TO TRADEMARK COLLATERAL SECURITY AGREEMENT AND
CONDITIONAL ASSIGNMENT

<u>Registered Owner</u>	<u>United States Trademark Registration Description</u>	<u>Registration Number</u>	<u>Date</u>
EBEL U.S.A., Inc.	Ebel (Mark and Design)	1247027	Registered August 2, 1983; assignment to EBEL U.S.A., Inc. recorded (April 2, 1991)
EBEL S.A.	Ebel (Mark and Design)	833650	Registered August 15, 1967
	Ebel (Mark)	1355253	Registered August 20, 1985
	Ebel (Mark and Design)	1655257	Registered September 3, 1991
	Beluga (Mark)	1370055	Registered November 12, 1985
	Discovery (Mark)	1381260	Registered February 14, 1986
	EBEL The Architects of Time (Mark and Design)	1458244	Registered September 22, 1987
	Voyager (Mark)	1557864	Registered September 26, 1989
	Modulor	2094133	Registered September 9, 1997
	Lichine	74/151809 (Application Number)	Application filed March 27, 1991

SHEARMAN & STERLING

FAX: 212-848-7179
TELEX: 667290 WEL
www.shearman.com

599 LEXINGTON AVENUE
NEW YORK, N.Y. 10022-6069
212 848-4000

ABU DHABI
BEIJING
DÜSSELDORF
FRANKFURT
HONG KONG
LONDON
MENLO PARK
NEW YORK
PARIS
SAN FRANCISCO
SINGAPORE
TOKYO
TORONTO
WASHINGTON, D.C.

WRITER'S DIRECT NUMBER:
212-848-4882

October 13, 1999

Hon. Commissioner of Patents and Trademarks
Washington, D.C. 20231

Re: Trademark Security Agreement
from Ebel S.A., Ebel U.S.A., Inc., Fabrique Ebel, Inc.,
and Swisswave, Inc.
in favor of Bankers Trust Company
Our Ref: 772/296

Sir:

Enclosed for recording is a Trademark Security Agreement from Ebel S.A., Ebel U.S.A., Inc., Fabrique Ebel, Inc., and Swisswave, Inc. in favor of Bankers Trust Company. Also enclosed is our check for \$265.00 to cover the recording fees and a Recordation Cover Sheet. If our check is missing or otherwise insufficient, or if any additional fees are required, please charge (or credit any overpayment) to Deposit Account No. 50-0324.

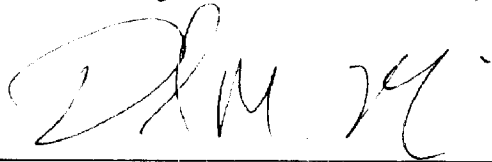
Please return the recorded Security Agreement to the undersigned.

Respectfully submitted,

By: 

David M. Klein, Esq
SHEARMAN & STERLING
599 Lexington Avenue
New York, NY 10022
(212) 848-4000

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to the Honorable Commissioner of Patents and Trademarks, Washington, D.C. 20231, on October 13, 1999



Enclosure

NYDOCS04/258152

RECORDED: 10/15/1999

TRADEMARK
REEL: 001977 FRAME: 0746