

12-22-1999



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Form PTO-1594
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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):
Aquaria, Inc.

Individuals 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: Gleacher Capital LLC

Internal Address: _____

Street Address: 660 Madison Avenue, 17th Floor

City: New York State: New York ZIP: 10021-8405

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation- _____
 Other - Collateral Agent

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

3. Nature of conveyance:

Assignment Merger
 Security Interest Change of Name
 Other _____

Execution Date: July 20, 1999

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

A. Trademark Application No.(s)

Additional numbers attached? Yes No

Trademark Registration No.(s)\

1,159,207

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

Name: Brian Jaenicke, Legal Assistant

Internal Address: White & Case LLP

Street Address: 1155 Avenue of the Americas

City: New York State: NY ZIP: 10036

6. Total number of applications and registration involved 10

7. Total fee (37 CFR 3.41): \$ 265.00

Enclosed
 Authorized to be charged to deposit account, in case of deficiency

8. Deposit account number:
(23-1705 in case of deficiency)

(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.

Brian T. Jaenicke
 Name of Person Signing

[Signature]
 Signature

12/11/99
 Date

Total number of pages comprising cover sheet: 1

OMB No. 0651-0011 (exp. 4/94)

Do not detach this portion

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents and Trademarks
Box Assignments
Washington, D.C. 20231

Public burden reporting for this sample cover sheet is estimated to average about 30 minutes per document to be recorded, including time for reviewing the document and gathering the data needed, and completing and reviewing the sample cover sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Office of Information Systems, PK2-1000C, Washington, D.C. 20231, and to the Office of Management and Budget, Paperwork Reduction Project (0651-0011), Washington, D.C. 20503.

12/21/1999 TTB015 00000105 1159207
40.00 DP
265.00 DP
01 FC:461
02 FC:462

United States Registered Trademarks:

<u>Marks:</u>	<u>Serial/Registration No.:</u>	<u>Registration Date:</u>
FIRST FLIGHT	1159207	June 30, 1981
FIRST FLIGHT and DESIGN	1159206	June 30, 1981
PENGUIN	1442060	June 09, 1987
MAGNUM	1450698	August 04, 1987
REGENT	1675044	February 11, 1992
NEPTUNE	1675850	February 18, 1992
BIO-WHEEL	1673431	January 28, 1992
ECLIPSE	2088320	August 12, 1997
MARS	2163136	June 09, 1998
GALAXY	2259601	July 06, 1999

**ASSIGNMENT OF SECURITY INTEREST
IN UNITED STATES TRADEMARKS AND PATENTS**

FOR GOOD AND VALUABLE CONSIDERATION, receipt and sufficiency of which are hereby acknowledged, AQUARIA, INC., a California corporation (the "Assignor") with principal offices at 6100 Condor Drive, Moore Park, California 93021, hereby assigns and grants to Gleacher Capital LLC, as Collateral Agent, with principal offices at 660 Madison Avenue, 17th Floor, New York, New York 10021-8405 (the "Assignee"), a security interest in (i) all of the Assignor's right, title and interest in and to the United States trademarks, trademark registrations and trademark applications (the "Marks") set forth on Schedule A attached hereto, (ii) all of the Assignor's rights, title and interest in and to the United States patents (the "Patents") set forth on Schedule B attached hereto, in each case together with (iii) all Proceeds (as such term is defined in the Security Agreement referred to below) and products of the Marks and Patents, (iv) the goodwill of the businesses with which the Marks are associated and (v) all causes of action arising prior to or after the date hereof for infringement of any of the Marks and Patents or unfair competition regarding the same.

THIS ASSIGNMENT is made to secure the satisfactory performance and payment of all the Obligations of the Assignor, as such term is defined in the Security Agreement among the Assignor, the other assignors from time to time party thereto and the Assignee, dated as of July 20, 1999 (as amended from time to time, the "Security Agreement"). Upon the occurrence of the Termination Date (as defined in the Security Agreement), the Assignee shall, upon such satisfaction, execute, acknowledge, and deliver to the Assignor an instrument in writing releasing the security interest in the Marks and Patents acquired under this Assignment.

This Assignment has been granted in conjunction with the security interest granted to the Assignee under the Security Agreement. The rights and remedies of the Assignee with respect to the security interest granted herein are as set forth in the Security Agreement, all terms and provisions of which are incorporated herein by reference. In the event that any provisions of this Assignment are deemed to conflict with the Security Agreement, the provisions of the Security Agreement shall govern.

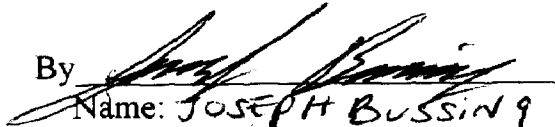
* * *

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of

the 20th day of July, 1999.

AQUARIA, INC., Assignor

By


Name: JOSEPH H BUSSING
Title: CFO & SECRETARY

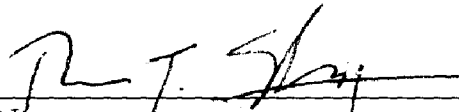
STATE OF MA)
COUNTY OF Suffolk) ss.:

On this 20TH day of July, 1999, before me personally came Joseph
Bussing who, being by me duly sworn, did state as follows: that [s]he is
(IFO) of Aquaria, Inc., that [s]he is authorized to execute the foregoing Assignment
on behalf of said corporation and that [s]he did so by authority of the Board of Directors of said
corporation.

Amelia C. Gentry
Notary Public

Amelia C. Gentry
Notary Public
My Commission Expires August 9, 2002

GLEACHER CAPITAL LLC,
as Collateral Agent and Assignee

By 
Name: THOMAS J. SOKOLOWSKI
Title: DIRECTOR

STATE OF NY)
) ss.:
COUNTY OF NY)

On this 23rd day of July, 1999, before me personally came Thomas Steigleher who, being by me duly sworn, did state as follows: that [s]he is Director of Gleacher Capital LLC that [s]he is authorized to execute the foregoing Assignment on behalf of said company and that [s]he did so by authority of the Board of Directors of said company.

MARIE A. GENTILE
Notary Public, State of New York
No. 4979708
Qualified in Suffolk County
Commission Expires April 6, 2001

Marie A. Gentile
Notary Public