

06-19-2000



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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 Effective Date
Month Day Year
- Change of Name
- Other Release of Security Interest

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

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)

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

06/16/2000 DNGUYEN 00000211 1980863

FOR OFFICE USE ONLY

01 FC:481 40.00 OP
02 FC:482 575.00 OP

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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: 002089 FRAME: 0322

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

404-420-5574

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)

XX

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)

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.

ERIN D. REUSING

Name of Person Signing

Erin D. Reusing

Signature

5-23-00

Date Signed

RECEIVING PARTIES

	NAME & ADDRESS	STATE OF INCORPORATION
1	WILLCOX & GIBBS, INC. 900 Milik Street Carteret, New Jersey 07008	DELAWARE
2	WG APPAREL, INC. 900 Milik Street Carteret, New Jersey 07008	DELAWARE
3	CLINTON MACHINERY CORPORATION 5800 Miami Lakes Drive Miami Lakes, FL 33014	DELAWARE
4	CLINTON MANAGEMENT CORP. 5800 Miami Lakes Drive Miami Lakes, FL 33014	FLORIDA
5	MACPHERSON MEISTERGRAM, INC. 498 Gallimore Dairy Road Greensboro, NC 27409	NORTH CAROLINA
6	GEOFFREY E. MACPHERSON CANADA, INC. 2244 Drew Road - Unit 5 Mississauga, Ontario L5S 1B1 Canada	ONTARIO, CANADA
7	EMTEX LEASING CORP. 910 Holcomb Bridge Road Roswell, GA 30077	GEORGIA
8	LEADTEC SYSTEMS, INC. 6800 Owensmouth Avenue, Suite 320 Carroga Park, CA 91303	DELAWARE

Appendix A

APPENDIX A

TRADEMARKS

ENTITY	REGISTRATION NO.	MARK
Willcox & Gibbs, Inc.	1,980,863	ARTWOOD PULLERS
	1,862,253	KUHLSEW
	871,624	PRIORITY OIL
	876,865	TRIPLE DEED
	871,036	POWER-KLENE
	869,376	ACE
	1,569,252	WILLCOX & GIBBS
	1,560,503	W&G
	2,127,573	REXEL
	2,124,121	REXEL

WG Apparel, Inc.	997,519	SUNBRAND
Macpherson Meistergram, Inc.	1,498,689	THE VITAL LINK & Design
	1,603,441	M800XLC
	1,416,427	MEISTERGRAM Stylized
	1,608,030	MEISTERGRAM Block for Sewing Machines
	1,780,054	MEISTERGRAM
	1,978,680	MATRIX
	1,105,619	INSTA PATCH
	1,974,688	MACPHERSON MEISTERGRAM & Design
	2,008,695	MACPHERSON MEISTERGRAM & Design
	1,974,697	MACPHERSON MEISTERGRAM & Design

TRADEMARK APPLICATIONS

ENTITY	SERIAL NO.	MARK
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SERVICE MARKS

ENTITY	REGISTRATION NO.	MARK
Leadtec Systems, Inc.	1,145,323	CAMP (The Service Mark was acquired from Data Basics Corporation and has been licensed back to Data Basics Corporation for use in two markets)

SERVICE MARK APPLICATIONS

ENTITY	SERIAL NO.	MARK
Clinton Management Corp.	75-742,598	CRAZY GEORGE
Macpherson Meistergram, Inc.	75-464,758	THE EMBROIDERY STORE & Design

**SECURITY AGREEMENT AND MORTGAGE RELEASE - INTELLECTUAL
PROPERTY INCLUDING TRADEMARKS**

WHEREAS ABLECO FINANCE LLC, a Delaware limited liability company (the "Secured Party"), and WILLCOX & GIBBS, INC., a Delaware corporation, WG APPAREL, INC., a Delaware corporation, CLINTON MACHINERY CORPORATION, a Delaware corporation, CLINTON MANAGEMENT CORP., a Florida corporation, MACPHERSON MEISTERGRAM, INC., a North Carolina corporation, GEOFFREY E. MACPHERSON CANADA, INC., an Ontario, Canada corporation, EMTEX LEASING CORP., a Georgia corporation, and LEADTEC SYSTEMS INC., a Delaware corporation, (hereinafter collectively referred to as the "Debtors"), entered into that certain Security Agreement and Mortgage - Intellectual Property dated as of April 20, 1999 (the "Agreement") that by its terms granted the Secured Party, as Agent for itself and each Person as defined in the Agreement, an undivided, continuing lien upon and security interest in (a) certain collateral as defined in the Agreement, including without limitation (b) certain collateral listed in Appendix A of the Agreement and reproduced as Appendix A hereto (collectively, the "Collateral");

WHEREAS Section 7 of the Agreement provides that the Secured Party shall take such actions as are necessary to release its lien upon and security interest in the Collateral to the Debtors, including the revocation of the appointment of the Secured Party as the Debtors' attorney-in-fact, upon the Debtors' payment in full in cash of the Loan and Obligations (as defined therein); and

WHEREAS the Debtors have paid in full in cash the Loan and Obligations for which the lien and security interest in the Collateral was granted;

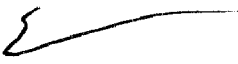
NOW THEREFORE the Secured Party agrees as follows:

The Secured Party hereby releases to the Debtors the lien upon and security interest in the Collateral granted to the Secured Party under the Agreement, which was recorded with the U.S. Patent and Trademark Office on July 23, 1999, reel/frame 001937/0556. The Secured Party hereby authorizes the recordal of this Trademark Security Release.

IN WITNESS WHEREOF the Secured Party by the signature below of its duly authorized representative agrees to be bound by the provisions of this Trademark Security Release.

Dated: April 28, 2000

ABLECO FINANCE LLC

By: 

Name:
Title: