

05-23-2002

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)

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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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Tab settings

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

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

- Individual(s), Association, General Partnership, Limited Partnership, Corporation-Delaware, Other

5-14-02

Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:

- Assignment with security interest, Merger, Change of Name, Other

Execution Date: May 3, 2002

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

Name: CIT Group/Commercial Services, Inc.

Internal Address:

Street Address: 1211 Avenue of the America's

City: New York State: NY Zip: 10036

- Individual(s) Citizenship, Association, General Partnership, Limited Partnership, Corporation-New York, Other

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No

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

A. Trademark Application No.(s) Please See Attached Appendix

B. Trademark Registration No.(s)

Please See Attached Appendix

Additional number(s) attached Yes No

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

Name: Tom Rowland

Internal Address: Fried Frank Harris Shriver & Jacobson

Street Address: One New York Plaza

City: New York State: NY Zip: 10004

6. Total number of applications and registrations involved: 43

7. Total fee (37 CFR 3.41): \$ 1090.00

X Enclosed

Authorized to be charged to deposit account

8. Deposit account number:

(Attach duplicate copy of this page if paying by deposit account)

05/23/2002 TDIAZ1 00000162 2163915

01 FC-481 40.00 DP 02 FC-482 1050.00 DP

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.

Camillo Faraone

Name of Person Signing

CFO, CI Acquisition, Inc.

Signature

5/3/02

Date

Total number of pages including cover sheet, attachments, and document: 8

APPENDIX

TRADEMARK	REG. or APPLN. NO.	REG. or APPLN. DATE
ABERDEEN	2163915	June 9, 1998
BED FEET	78/095707	November 30, 2001
CAMEO	539954	March 27, 1951
CAMEO	923917	November 16, 1971
CAMEO	2077672	July 8, 1997
CHF	78/087068	October 5, 2001
CHF & YOU	78/087066	October 5, 2001
CHF & YOU	78/088395	October 15, 2001
DECOTUCK	1347999	July 9, 1985
E-Z SHIR	753392	July 23, 1963
FREE SPIRIT	76/118626	August 29, 2000
FREE SPIRIT	76/127163	September 13, 2000
FURNITURE FEET	78/095714	November 29, 2001
GREAT HOTELS BATH COLLECTION	76/218428	March 1, 2001
GREAT HOTELS COLLECTION	78/068066	June 8, 2001
IN GOOD FAITH	2269198	August 10, 1999
IT'S ALL IN THE BAG	76/219147	March 2, 2001
IT'S IN THE BAG	78/087069	October 5, 2001
JAKSON	606488	May 24, 1955
JAKSON	1213294	October 19, 1982
JAKSON	2128421	January 13, 1998
JASKON FIRST IN BATH FASHIONS	2038640	February 18, 1997
JASMINE	2212899	December 22, 1998
MY OWN ROOM	2133025	January 27, 1998
MY ROOM	2471071	July 24, 2001
MY ROOM (and design)	2415564	December 26, 2000
MY ROOM MY WAY	76/152,862	October 24, 2000
MY ROOM TOO	75/940947	March 10, 2000
MYROOM TV	78/122784	April 19, 2002
ON MY OWN	78/104137	January 22, 2002
PRESTIGE	813506	August 23, 1966
PROVIDENCE	2099866	September 23, 1998
ROOM FOR ME	76/040725	May 3, 2000
ROOM 4 ME	76/040742	May 3, 2000
SHOWERINGS	618865	January 10, 1956
SHOWER STUFFITS	76/044206	May 8, 2000
SLUMBER PARTY	78/074553	July 18, 2001
STUFFITS	76/044205	May 8, 2000

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THE 20 SECOND SHOWER CURTAIN	248837	September 11, 2001
WINDECOR	1347986	July 9, 1985
WWW.MYROOM.COM	2464563	June 26, 2001
JUST PULL THE TAPE FOR A PERFECT DRAPE	Canada TMS 222765	August 16, 1963
SHIR-BACK	Canada UCA 018697	September 2, 1977

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TRADEMARK
REEL: 002511 FRAME: 0640

ASSIGNMENT FOR SECURITY

(TRADEMARKS)

WHEREAS, CI Acquisition, Inc. or its predecessors-in-interest (collectively, the "Assignor") has adopted, intends to use or has used and is using the trademarks and service marks listed on the annexed Appendix, which trademarks and service marks are registered in the United States Patent and Trademark Office and/or trademark offices or the equivalent thereof in any State thereof, or any other country or political subdivision thereof or applications therefor have been filed (the "Trademarks");

WHEREAS, Assignor is obligated to The CIT Group/Commercial Services, Inc., a New York corporation, as agent (referred to herein as the "Assignee") for the lenders (the "Lenders") named in the Amended Financing and Security Agreement, dated May 3, 2002, among Assignor, the Lenders and the Assignee, as agent (as the same may be amended, restated, modified or supplemented from time to time, the "Financing Agreement"), 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 Trademark Collateral, together with the goodwill of the business symbolized by the Trademark Collateral and the applications and registrations thereof, 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.

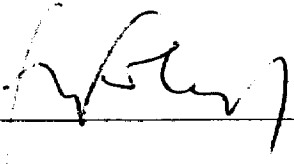
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the assignment of, security interest in and mortgage

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 1211 Avenue of the Americas, New York, New York 10036.

IN WITNESS WHEREOF, Assignor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of the 3rd day of May 2002.

CI ACQUISITION, INC.,

By:  _____
Name:
Title:

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 3rd day of May 2002, before me personally appeared Frank M. Foley, Jr., to me known, who, being by me duly sworn, did depose and say that he resides at 184 Whittsey Rd. Washington Dpt, CT and that he is President of [] described in and which executed the foregoing instrument and that he signed his name thereto pursuant to such authority.

Marion F. Figur

Notary Public

MARION F. FIGUR
Notary Public, State of New York
No. 31-4734652
Qualified in New York County
Commission Expires May 31, 2003

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