

02-26-2003

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. 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):
NAP, INC

2-6-03

- Individual(s)
- General Partnership
- Corporation-State
- Other NEW YORK CORP
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other TRADEMARK ASSIGNMENT OF SECURITY
- Merger
- Change of Name

Execution Date: 9-30-2002

2. Name and address of receiving party(ies)

Name: HSBC BUSINESS CREDIT (USA) INC

Internal Address: TOWER 4

Street Address: 452 5TH AVENUE

City: NEW YORK State: NY Zip: 10018

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other

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

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)
SEE ATTACHED

Additional number(s) attached Yes No

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

Name: TONYA CHAPPLE

Internal Address: C/O CSC

Street Address: 80 STATE STREET

ALBANY

City: NY State: 12207 Zip:

6. Total number of applications and registrations involved: 11

7. Total fee (37 CFR 3.41).....\$ 290.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

(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.

TONYA CHAPPLE

Name of Person Signing

Tonya Chapple
Signature

2/5/03

Date

Total number of pages including cover sheet, attachments, and document: 10

02/25/2003 EDOOPER 00000203 1784185

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

01 FC:8521
02 FC:8522

40.00 OP
250.00 OP

mz

TRADEMARK
REEL: 002677 FRAME: 0677

SCHEDULE A

<u>REGISTRATION NO. OR APPLICATION NO.</u>	<u>REGISTRATION OR FILING DATE</u>	<u>MARK</u>
1784185	07/27/93	NAP
2355360	05/06/00	
2321756	02/22/00	NAP NEW YORK
18228884 1822884	02/22/94	FALL RIVER COTTON COLLECTION
1703392	07/28/92	ANNE LEWIN NAP-PACKS
1886166	03/28/95	TINA MATTEWS
1968879	04/16/96	LIVE IN COMFORT
1964646	03/26/96	KIMBERLY LANE
2317251	02/08/00	UNDERTREATS
2554445	04/02/02	THE BOYFRIEND ROBE
2051457	04/08/97	ANNE & FRIENDS

TRADEMARK ASSIGNMENT OF SECURITY

WHEREAS, Nap, Inc. , a corporation formed under the laws of New York, located at 171 Madison Avenue, New York, New York 10016 ("Obligor"), has adopted, used and is using the marks shown in the attached Schedule A (the "Marks"), for which there are registrations or applications in the United States Patent and Trademark Office under the numbers shown in the attached Schedule A; and

WHEREAS, Obligor is obligated to HSBC Business Credit (USA) Inc. ("Creditor") pursuant to (i) a certain Factoring Agreement dated September 30, 2002, between Creditor and Obligor and (ii) a Continuing General Security Agreement, dated September 30, 2002, made by Obligor in favor of Creditor (as each may be amended, modified, restated or supplemented from time to time, collectively, the "Agreements"); and

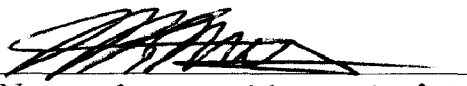
WHEREAS, pursuant to the Agreements, Obligor is granting to Creditor a security interest in the Marks, the goodwill of the business symbolized by the Marks, and the registrations and applications therefor.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Obligor does hereby assign unto Creditor and grant to Creditor a security interest in and to the Marks, together with the goodwill of the business symbolized by the Marks, and registrations and applications therefor, which assignment and security interest shall secure all the Obligations as defined in the Agreements and in accordance with the terms and provisions thereof.

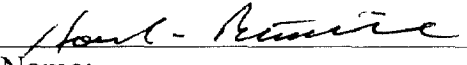
Obligor expressly acknowledges and affirms that the rights and remedies of Creditor with respect to the assignment and security interest granted hereby are more fully set forth in the Agreements.

Dated: New York, New York
January 14, ²⁰⁰³ 2002

Witness:

NAP, INC.
By: 
Name: MANU MERANDANI
Its: SECRETARY

Witness:

HSBC BUSINESS CREDIT (USA) INC.
By: 
Name:
Its: SVP

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

On this 14th day of January, ~~2002~~²⁰⁰³, before me personally came Manu M. RICHANDAN to me known, who, being by me duly sworn, did depose and say that s/he is the SECRETARY of NAP, Inc., the corporation described in and which executed the foregoing instrument; and that s/he signed her/his name thereto by order of the board of directors of said corporation.


Notary Public

MICHAEL DEA
NOTARY PUBLIC, STATE OF NEW YORK
REG# 01DE5082489
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JULY 28, 2005

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

On this 14th day of January, 2003, before me personally came Howard Botwinick to me known, who, being by me duly sworn, did depose and say that s/he is the _____ of HSBC Business Credit (USA) Inc., the company described in and which executed the foregoing instrument; and that s/he was authorized to sign her/his name thereto on behalf of said company.


Notary Public

MICHAEL DEA
NOTARY PUBLIC, STATE OF NEW YORK
REG# 01DE5082489
QUALIFIED IN QUEENS COUNTY
COMMISSION EXPIRES JULY 28, 2005