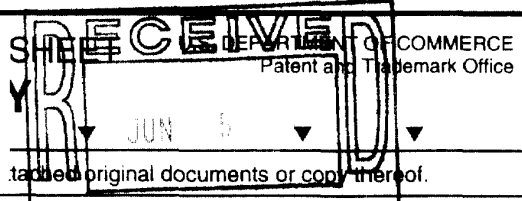


RE 06-12-1998



Tab settings

To the Honorable Commissioner of F 100737210

MRD 6-5-98

1. Name of conveying party(ies):
Imperial Home Decor Group, Inc.
The Imperial Home Decor Group (U.S.) LLC
Vernon Plastics Inc.
WDP Investments, Inc.
Marketing Service, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The Chase Manhattan Bank
Attention: Maggie Swales, 8th Floor
Internal Address: Loan & Agency Services Group
Street Address: One Chase Manhattan Plaza
City: New York State: NY ZIP: 10081
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership
 Corporation-State
 Other
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 Agreement Change of Name
 Other
Execution Date: March 13, 1998

4. Application number(s) or patent number(s):
A. Trademark Application No.(s)
B. Trademark Registration No.(s)
See attached schedule
Additional numbers attached? Yes No

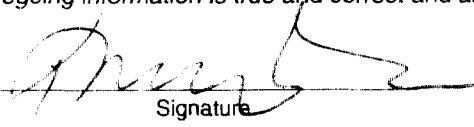
5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Theresa M. Gillis
Internal Address: Jones, Day, Reavis & Pogue
Street Address: 599 Lexington Avenue
City: New York State: NY ZIP: 10022

6. Total number of applications and registrations involved: 120
7. Total fee (37 CFR 3.41).....\$ 3040.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
10-1202
(Attach duplicate copy of this page if paying by deposit account)

06/12/1998 SSNITH 00000022 75425359

01 FC:481 40.00 OP
02 FC:482 2975.00 OP
03 FC:998 25.00 OP

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.
Theresa M. Gillis  4/14/98
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document: 1

**SCHEDULE II to
Intellectual Property
Security Agreement**

**Trademarks, Trademark Registrations
and Trademark Registration Applications**

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
75/425,559	U.S.	1/29/98	IMPERIAL HOME DECOR GROUP
1,586,718	U.S.	3/13/90	CLASSIC INTERIORS
1,984,149	U.S.	7/2/96	DECORATING SOLUTIONS
1,713,550	U.S.	9/8/92	FASHION POINT
1,981,154	U.S.	6/18/96	FOR BABIES ONLY
1,981,157	U.S.	6/18/96	FOR BOYS ONLY
1,981,156	U.S.	6/18/96	FOR GIRLS ONLY
1,981,155	U.S.	6/18/96	FOR KITCHENS ONLY
1,236,264	U.S.	5/3/83	FUN STUFF
1,687,829	U.S.	5/19/92	HISTORIC AMERICA
1,342,621	U.S.	6/18/85	K & W
1,368,963	U.S.	11/5/85	KATZENBACH & WARREN
1,526,867	U.S.	2/28/89	ORIENTAL IMPRESSIONS
1,686,358	U.S.	5/12/92	ROOM PLANNER
2,047,998	U.S.	3/25/97	SP
1,685,271	U.S.	5/5/92	STAMP OUT STAINS
1,238,425	U.S.	5/17/83	ALBERT VAN LUIT & CO.
1,888,522	U.S.	4/11/95	IMPERIAL LIFESTYLES
1,395,775	U.S.	6/3/86	LOUIS W. BOWEN
1,394,917	U.S.	5/27/86	LWB
1,738,391	U.S.	12/8/92	PLEXUS
1,309,172	U.S.	12/11/84	ALBERT VAN LUIT & CO.

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,915,144	U.S.	8/29/95	APPLIQUE BY IMPERIAL
1,092,878	U.S.	6/6/78	CAREFREE WALLCOVERINGS C
675,099	U.S.	3/3/59	COLOR-LOCKED
1,417,548	U.S.	11/18/86	COOKIE JAR
1,344,746	U.S.	6/25/85	DO IT YOURSELF QUALITY HOUSE WALLCOVERINGS
1,110,590	U.S.	1/2/79	E-Z VINYL
647,851	U.S.	7/2/57	E-Z-DU
1,722,135	U.S.	10/6/92	FOR WOMEN ONLY
673,532	U.S.	2/3/59	GLENDURA
652,763	U.S.	10/8/57	GLENSTYLE
1,490,323	U.S.	5/31/88	HUNTING VALLEY PRINTS
2,047,096	U.S.	3/25/97	IMPACT!
906,747	U.S.	1/26/71	IMPERIAL GUARANTEED WALLCOVERINGS
697,832	U.S.	5/17/60	IMPERIAL
1,042,379	U.S.	6/29/76	1ST CHOICE
662,594	U.S.	6/3/58	JEAN MCLAIN
1,244,652	U.S.	7/5/83	KINNEY WALLCOVERINGS
1,297,813	U.S.	9/25/84	LIMITED EDITION: FOR MEN ONLY
648,613	U.S.	7/16/57	MANCHESTER
1,245,444	U.S.	7/12/83	MILBROOK
1,115,696	U.S.	3/27/79	MINI-MATES
1,078,484	U.S.	11/29/77	NATURALLY YOURS
1,456,634	U.S.	9/8/87	SHELBOURNE
1,346,425	U.S.	7/2/85	SILKEN MINIATURES BY UNITED
1,958,358	U.S.	2/27/96	SPORTS BANNER
1,439,319	U.S.	5/12/87	SP

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,521,936	U.S.	1/24/89	STERLING PRINTS
1,984,090	U.S.	7/2/96	SURE TOUCH
1,459,363	U.S.	9/29/87	S
1,734,992	U.S.	11/24/92	TEXTILES FOR THE WALL
1,820,691	U.S.	2/8/94	THE HOUSE YOU LIVE IN
1,425,832	U.S.	1/20/87	UNITED WALLCOVERINGS
1,493,732	U.S.	6/21/88	WE'VE GOT YOUR STYLE!
75-269,113	U.S.	4/4/97	VISIONARY OPTIONS
75-092,656	U.S.	4/16/96	COLOR OPTIONS
75-361,356	U.S.	9/23/97	DANIEL WRIGHT
75-034,301	U.S.	12/4/95	HOME HARMONIES
75-399,545	U.S.	12/3/97	IMPERIAL COLOR SYSTEM
75-399,544	U.S.	12/3/97	IMPERIAL GALLERY
75-325,012	U.S.	7/15/97	MAGNOLIA HILL
75-399,546	U.S.	12/3/97	YOUR LIFE, YOUR STYLE, YOU'RE HOME
75-269,141	U.S.	4/4/97	ACCENT ON TEXTURES
75-269,112	U.S.	4/4/97	ART ACCENTS
75-268,208	U.S.	4/2/97	EVOLUTIONS
75-246,721	U.S.	2/24/97	OUTLINES
75-185,622	U.S.	10/22/96	WOODWORKS
75-269,238	U.S.	4/4/97	THE IMPERIAL PROMISE
1,172,411	U.S.	10/06/81	INVITING ROOMS
74/672,928	U.S.	5/12/95	ASPEN
737,159	U.S.	9/4/62	"B" & DESIGN
1,346,061	U.S.	7/2/85	BIRGE
1,727,807	U.S.	10/27/92	BIRGE VICTORIAN SMALL PARTS

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,739,110	U.S.	12/8/92	BORDERLINES
1,646,917	U.S.	6/4/91	BRAMPTON HOUSE
1,598,589	U.S.	5/29/90	BROADCAST
1,768,748	U.S.	5/4/93	BUCKS FIZZ
1,739,982	U.S.	12/15/92	CHEROKEE ROSE
1,671,864	U.S.	1/14/92	CHROMATINTS
74/630,453	U.S.	2/6/95	CLASSIC VALUES
1,653,775	U.S.	8/13/91	CLUB PRINTS
1,648,908	U.S.	6/25/91	COLONY CLUB
1,364,554	U.S.	10/8/85	COVER UPS
455,337	U.S.	11/8/93	ELEGANT LIVING
1,227,639	U.S.	2/15/83	FOREMOST
1,367,182	U.S.	10/22/85	GOLD MEDAL
1,648,234	U.S.	6/18/91	I LOVE MY ROOM
1,655,619	U.S.	9/3/91	KIDS LUV BORDERS
74/693,156	U.S.	6/26/95	MAGNOLIA LANE
75/054,737	U.S.		MEADOW LANE
1,256,165	U.S.	11/1/83	MITCHELL DESIGN LOGO
1,244,533	U.S.	7/5/83	MITCHELL DESIGNS
1,014,920	U.S.	7/1/75	MITCHELL DESIGNS
1,687,948	U.S.	5/19/92	MRS. MITCHELL'S COUNTRY KITCHEN
1,675,956	U.S.	2/18/92	MULBERRY PRINTS
74/687,862	U.S.	6/13/95	PAINTABLE IMPRESSIONS
74/671,358	U.S.	5/8/95	PARK LANE
1,686,537	U.S.	5/12/92	PINE VALLEY PRINTS
74/675,485	U.S.	5/17/95	QUINCY PLACE

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,652,482	U.S.	7/30/91	SANTA FE
426,831	U.S.	8/23/93	SAPPHIRE SECRETS
1,817,473	U.S.	1/18/94	SAPPHIRE STUDIO
1,832,807	U.S.	4/26/94	SATIN ROMANCE
1,846,211	U.S.	7/17/94	SERENITY
1,422,036	U.S.	12/23/86	SUN-TEX
841,956	U.S.	1/9/68	SUN-VINYL
734,938	U.S.	7/24/62	SUNWORTHY
74/675,487	U.S.	5/17/95	THE WHITES COLLECTION
1,849,413	U.S.	8/9/94	TIMELESS
1,351,620	U.S.	7/30/85	TRIANGLES DESIGN
1,645,354	U.S.	5/21/91	VICTORIAN ROMANCE
1,652,481	U.S.	7/30/91	VILLAGE PRINTS
74/546,428	U.S.	6/30/94	WALLS BY DESIGN
1,646,131	U.S.	5/28/91	WEATHERVANE PRINTS
74/675,486	U.S.	5/17/95	WESTMOUNT WALL COVERINGS
1,249,800	U.S.	8/30/83	YES-YOU-CAN
1,646,916	U.S.	6/4/91	YOUNG AND FANCIFUL
74/656,927	U.S.	4/6/95	EASISTIK
898,629	U.S.	9/15/70	SHAND KYDD

**SCHEDULE I to
Intellectual Property
Security Agreement**

Patents and Patent Applications

Serial No. or Patent No.	Country	Issue or Filing Date
4,804,572	U.S.	2/14/89
Des. 327,427	U.S.	6/30/92
Des. 332,744	U.S.	1/26/93
Des. 341,374	U.S.	11/16/93
5,639,539	U.S.	6/17/97
5,676,249	U.S.	10/14/97
1,317,820	Canada	5/18/93
Properties Relating to Borden:		
Des. 365,706	U.S.	
Des. 365,707	U.S.	
75,736	Canada	
4,740,541	U.S.	
4,822,691	U.S.	
4,946,739	U.S.	
5,173,144	U.S.	
5,191,007	U.S.	
5,346,755	U.S.	
2,021,038B	Great Britain	
2,127,322	Canada	
Des. 288,266	U.S.	

Serial No. or Patent No.	Country	Issue or Filing Date
Des. 288,640	U.S.	
Des. 343,639	U.S.	
5,487,929	U.S.	
5,676,787	U.S.	
08/840,662	U.S.	
2,099,432	Canada	
2,135,016	Canada	
2,164,795	Canada	

SCHEDULE II to
Intellectual Property
Security Agreement

Trademarks, Trademark Registrations
and Trademark Registration Applications

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
75/425,559	U.S.	1/29/98	IMPERIAL HOME DECOR GROUP
	Canada	1/30/98	IMPERIAL HOME DECOR GROUP
	U.S.	2/10/98	IHDG
	Canada	2/25/98	IHDG
	U.S.	2/10/98	IHDG IMPERIAL HOME DECOR GROUP
	Canada	2/25/98	IHDG IMPERIAL HOME DECOR GROUP
1,586,718	U.S.	3/13/90	CLASSIC INTERIORS
1,984,149	U.S.	7/2/96	DECORATING SOLUTIONS
1,713,550	U.S.	9/8/92	FASHION POINT
1,981,154	U.S.	6/18/96	FOR BABIES ONLY
1,981,157	U.S.	6/18/96	FOR BOYS ONLY
1,981,156	U.S.	6/18/96	FOR GIRLS ONLY
1,981,155	U.S.	6/18/96	FOR KITCHENS ONLY
1,236,264	U.S.	5/3/83	FUN STUFF
1,687,829	U.S.	5/19/92	HISTORIC AMERICA
1,342,621	U.S.	6/18/85	K & W
1,368,963	U.S.	11/5/85	KATZENBACH & WARREN
1,526,867	U.S.	2/28/89	ORIENTAL IMPRESSIONS
1,686,358	U.S.	5/12/92	ROOM PLANNER
2,047,998	U.S.	3/25/97	SP
1,685,271	U.S.	5/5/92	STAMP OUT STAINS

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,238,425	U.S.	5/17/83	ALBERT VAN LUIT & CO.
1,888,522	U.S.	4/11/95	IMPERIAL LIFESTYLES
1,395,775	U.S.	6/3/86	LOUIS W. BOWEN
1,394,917	U.S.	5/27/86	LWB
1,738,391	U.S.	12/8/92	PLEXUS
1,309,172	U.S.	12/11/84	ALBERT VAN LUIT & CO.
1,915,144	U.S.	8/29/95	APPLIQUE BY IMPERIAL
1,092,878	U.S.	6/6/78	CAREFREE WALLCOVERINGS C
675,099	U.S.	3/3/59	COLOR-LOCKED
1,417,548	U.S.	11/18/86	COOKIE JAR
1,344,746	U.S.	6/25/85	DO IT YOURSELF QUALITY HOUSE WALLCOVERINGS
1,110,590	U.S.	1/2/79	E-Z VINYL
647,851	U.S.	7/2/57	E-Z-DU
1,722,135	U.S.	10/6/92	FOR WOMEN ONLY
673,532	U.S.	2/3/59	GLENDURA
652,763	U.S.	10/8/57	GLENSTYLE
1,490,323	U.S.	5/31/88	HUNTING VALLEY PRINTS
2,047,096	U.S.	3/25/97	IMPACT!
906,747	U.S.	1/26/71	IMPERIAL GUARANTEED WALLCOVERINGS
697,832	U.S.	5/17/60	IMPERIAL
1,042,379	U.S.	6/29/76	1ST CHOICE
662,594	U.S.	6/3/58	JEAN MCLAIN
1,244,652	U.S.	7/5/83	KINNEY WALLCOVERINGS
1,297,813	U.S.	9/25/84	LIMITED EDITION: FOR MEN ONLY
648,613	U.S.	7/16/57	MANCHESTER
1,245,444	U.S.	7/12/83	MILBROOK

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,115,696	U.S.	3/27/79	MINI-MATES
1,078,484	U.S.	11/29/77	NATURALLY YOURS
1,456,634	U.S.	9/8/87	SHELBOURNE
1,346,425	U.S.	7/2/85	SILKEN MINIATURES BY UNITED
1,958,358	U.S.	2/27/96	SPORTS BANNER
1,439,319	U.S.	5/12/87	SP
1,521,936	U.S.	1/24/89	STERLING PRINTS
1,984,090	U.S.	7/2/96	SURE TOUCH
1,459,363	U.S.	9/29/87	S
1,734,992	U.S.	11/24/92	TEXTILES FOR THE WALL
1,820,691	U.S.	2/8/94	THE HOUSE YOU LIVE IN
1,425,832	U.S.	1/20/87	UNITED WALLCOVERINGS
1,493,732	U.S.	6/21/88	WE'VE GOT YOUR STYLE!
75-269,113	U.S.	4/4/97	VISIONARY OPTIONS
75-092,656	U.S.	4/16/96	COLOR OPTIONS
75-361,356	U.S.	9/23/97	DANIEL WRIGHT
75-034,301	U.S.	12/4/95	HOME HARMONIES
75-399,545	U.S.	12/3/97	IMPERIAL COLOR SYSTEM
75-399,544	U.S.	12/3/97	IMPERIAL GALLERY
75-325,012	U.S.	7/15/97	MAGNOLIA HILL
75-399,546	U.S.	12/3/97	YOUR LIFE, YOUR STYLE, YOU'RE HOME
75-269,141	U.S.	4/4/97	ACCENT ON TEXTURES
75-269,112	U.S.	4/4/97	ART ACCENTS
75-268,208	U.S.	4/2/97	EVOLUTIONS
75-246,721	U.S.	2/24/97	OUTLINES
75-185,622	U.S.	10/22/96	WOODWORKS

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
75-269,238	U.S.	4/4/97	THE IMPERIAL PROMISE
1,172,411	U.S.	10/06/81	INVITING ROOMS
Properties Relating to Borden			
74/672,928	U.S.	5/12/95	ASPEN
737,159	U.S.	9/4/62	"B" & DESIGN
1,346,061	U.S.	7/2/85	BIRGE
1,727,807	U.S.	10/27/92	BIRGE VICTORIAN SMALL PARTS
1,739,110	U.S.	12/8/92	BORDERLINES
1,646,917	U.S.	5/4/91	BRAMPTON HOUSE
1,598,589	U.S.	5/29/90	BROADCAST
1,768,748	U.S.	5/4/93	BUCKS FIZZ
1,739,982	U.S.	12/15/92	CHEROKEE ROSE
1,671,864	U.S.	1/14/92	CHROMATINTS
74/630,453	U.S.	2/6/95	CLASSIC VALUES
1,653,775	U.S.	8/13/91	CLUB PRINTS
1,648,908	U.S.	6/25/91	COLONY CLUB
1,364,554	U.S.	10/8/85	COVER UPS
455,337	U.S.	11/8/93	ELEGANT LIVING
1,227,639	U.S.	2/15/83	FOREMOST
1,367,182	U.S.	10/22/85	GOLD MEDAL
1,648,234	U.S.	6/18/91	I LOVE MY ROOM
1,655,619	U.S.	9/3/91	KIDS LUV BORDERS
74/693,156	U.S.	6/26/95	MAGNOLIA LANE
75/054,737	U.S.		MEADOW LANE

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,256,165	U S	11/1/83	MITCHELL DESIGN LOGO
1,244,533	U S	7/5/83	MITCHELL DESIGNS
1,014,920	U S	7/1/75	MITCHELL DESIGNS
1,687,948	U S	5/19/92	MRS. MITCHELL'S COUNTRY KITCHEN
1,675,956	U S	2/18/92	MULBERRY PRINTS
74/687,862	U S	6/13/95	PAINTABLE IMPRESSIONS
74/671,358	U S	5/8/95	PARK LANE
1,686,537	U S	5/12/92	PINE VALLEY PRINTS
74/675,485	U S	5/17/95	QUINCY PLACE
1,652,482	U S	7/30/91	SANTA FE
426,831	U S	8/23/93	SAPPHIRE SECRETS
1,817,473	U S	1/18/94	SAPPHIRE STUDIO
1,832,807	U S	4/26/94	SATIN ROMANCE
1,846,211	U S	7/17/94	SERENITY
1,422,036	U S	12/23/86	SUN-TEX
841,956	U S	1/9/68	SUN-VINYL
734,938	U S	7/24/62	SUNWORTHY
74/675,487	U S	5/17/95	THE WHITES COLLECTION
1,849,413	U S	8/9/94	TIMELESS
1,351,620	U S	7/30/85	TRIANGLES DESIGN
1,645,354	U S	5/21/91	VICTORIAN ROMANCE
1,652,481	U S	7/30/91	VILLAGE PRINTS
74/546,428	U S	6/30/94	WALLS BY DESIGN
1,646,131	U S	5/28/91	WEATHERVANE PRINTS
74/675,486	U S	5/17/95	WESTMOUNT WALL COVERINGS
1,249,800	U S	8/30/83	YES-YOU-CAN

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
1,646,916	U.S.	5/4/91	YOUNG AND FANCIFUL
405,809	Canada	12/4/92	ACROPOLIS
823,388	Canada		APPLETON LANE
782,474	Canada		ASPEN
428,122	Canada	6/3/94	"B" & DESIGN
439,127	Canada	6/2/93	BED, BATH & BORDERS
420,070	Canada	11/27/93	BIRGE
774,476	Canada		BORDERLINES
414,480	Canada	7/9/93	BOTANICALS
1,011,073	U.K.		CARISMA
414,477	Canada	7/9/93	CHEROKEE ROSE
819,731	Canada		CHESTNUT HILL
774,478	Canada		CLASSIC VALUES
414,479	Canada	7/9/93	COLONY CLUB
413,675	Canada	6/18/93	COTTAGE COLLECTION
272,401	Canada	9/3/82	DECO-PIECES
895,717	U.K.		DECORENE
776,315	Canada	2/23/95	EASISTIK
1,578,116	U.K.	7/13/95	EASISTIK
74/656,927	U.S.	4/6/95	EASISTIK
406,083	Canada	12/11/92	FAIRPORT MANOR
311,250	Canada	2/14/86	FASHION HOUSE
269,296	Canada	5/21/82	FOREMOST
286,190	Canada	7/2/81	FOREMOST WALL COVERINGS & DESIGN
762,780	Canada		FOXCROFT
390,348	Canada	11/15/91	FRESH FEELINGS

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
816,112	Canada		FUN FRIENDS
406,500	Canada	12/18/92	GALLANTRY
420,016	Canada	11/26/93	GARDEN SILKS
812,178	Canada		GENTLEMEN'S CLASSICS
311,249	Canada	2/14/86	GOLD MEDAL
414,478	Canada	7/9/93	HARVEST
762,781	Canada		HAZELTON LANE
316,912	Canada	8/1/86	HEARTLAND
774,479	Canada		HOLIDAY BORDERS
412,268	Canada	5/14/93	JESSICA LAYNE
782,226	Canada		MAGNOLIA LANE
345,540	Canada		MIRAGE
1,296,184	U.K.		MIRAGE
404,927	Canada	11/13/92	MOONDANCE
349,476	Canada		MULTICOLOR
B1,296,185	U.K.		MULTICOLOR
341,118	Canada		MYSTIQUE
1,296,183	U.K.		MYSTIQUE
303,266	Canada	5/31/85	NOW
774,480	Canada		PAINTABLE IMPRESSIONS
556,615	U.K.		PARAMOUNT
406,501	Canada	12/18/92	PARK LANE
658,429	U.K.		PERMATEX
291,146	Canada	5/18/84	RAINBOWS
286,192	Canada	12/23/83	ROOM BOOKS
1,313,898	U.K.		SAPPHIRE
189,270	Canada	3/16/73	SHAND KYDD

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
927,252	U.K.		SHAND KYDD
1,394,452	U.K.		SHAND KYDD
898,629	U.S.	9/15/70	SHAND KYDD
823,389	Canada		STICK 'N PLAY
399,204	Canada	6/12/92	STRAWBERRY JAM
291,617	Canada	6/8/84	STYLIST
721,051	Canada		SUNFASHION COORDINATES
1,284,680	U.K.		SUN-TEX
1,284,681	U.K.		SUN-TEX
151,510	Canada	6/16/67	SUN-VINYL
1,284,682	U.K.		SUNWALL
1,284,683	U.K.		SUNWALL
04331	Canada	1/21/35	SUNWORTHY
414,469	Canada	7/9/93	SUNWORTHY
417,618	Canada	10/1/93	SUNWORTHY & DESIGN
2,006,204	U.K.		SYMPHONY
414,039	Canada	6/25/93	THREE'S COMPANY
184,548	Canada		TOUCH-DOWN
289,062	Canada		TOUCHDOWN
1,087,790	U.K.		TOUCHDOWN
1,034,392	U.K.		TRANSPRINTS DEVICE
275,816	Canada	1/14/83	TRIANGLES DESIGN; SUN & RAYS
406,502	Canada	12/18/92	TRILLIUM
730,280	Canada		WALL & WINDOW FASHIONS
773,310	Canada		WALLSHOP & DESIGN
409,785	Canada	3/19/93	WATERMARK SERIES
781,749	Canada		WESTMOUNT

Serial No. or Registration No.	Country	Registration or Filing Date	Mark
420,063	Canada	11.26.93	YES YOU CAN & DESIGN
223,809	Canada	10/21/77	YES-YOU-CAN

SCHEDULE III to
Intellectual Property
Security Agreement

Copyright Registrations and
Copyright Registration Applications

Application or Registration No.	Country	Registration or Filing Date	Title
VA-196-998	U.S.	7/5/85	American sketchbook: a collection of small prints with borders and fabrics
VA-200-775	U.S.	9/10/85	Small prints
VA-202-129	U.S.	9/10/85	Classic interiors
VA-208-041	U.S.	12/3/85	Marco & Micio Imperial wallcoverings
VA-234-744	U.S.	8/15/86	I am funstuff for kids
VA-255-476	U.S.	2/27/87	Baskets and bows
VA-258-586	U.S.	3/25/87	Hayride
VA-268-270	U.S.	6/19/87	American barns
VA-282-744	U.S.	9/4/87	Small prints: vol. VI
VA-282-973	U.S.	11/16/87	American shores
VA-285-303	U.S.	11/16/87	Woodbriar country
VA-292-963	U.S.	11/16/87	Stamp out stains in your kitchen and bath
VA-293-775	U.S.	2/17/88	Farmers market
VA-302-925	U.S.	4/18/88	Streamers: vol. 2
VA-304-893	U.S.	5/27/88	Stamp Out Stains
VA-304-895	U.S.	5/27/88	Golden afternoon
VA-306-660	U.S.	4/18/88	Early America stencil
VA-317-296	U.S.	8/17/88	Gathering the eggs
VA-321-815	U.S.	9/19/88	Bear hugs

Application or Registration No.	Country	Registration or Filing Date	Title
VA-324-460	U.S.	10/4/88	Great American hits for kitchens & baths
VA-324-461	U.S.	10/4/88	Fun stuff: v. 5
VA-324-462	U.S.	10/4/88	Details in textures, prints, and borders
VA-326-120	U.S.	11/22/88	Straw hat
VA-326-121	U.S.	11/22/88	Windmills & whirligigs
VA-328-472	U.S.	12/14/88	Architectural accents: vol. II
VA-335-109	U.S.	2/15/89	Natural resources
VA-336-064	U.S.	1/23/89	Hayride
VA-336-667	U.S.	2/22/89	French farmhouse
VA-337-811	U.S.	2/15/89	American Southwest
VA-338-963	U.S.	2/15/89	Artworks
VA-341-398	U.S.	2/10/89	Stamp Out Stains in your kitchen and bath
VA-341-399	U.S.	2/10/89	Maplenut Farm
VA-343-047	U.S.	2/15/89	Interior showcase
VA-351-571	U.S.	5/30/89	A Fresh approach
VA-355-057	U.S.	6/20/89	Home on the range
VA-355-152	U.S.	6/20/89	Small prints: vol. VII
VA-356-535	U.S.	3/9/89	Color waves
VA-357-159	U.S.	4/5/89	A Library of Stripes, plaids & textures
VA-360-907	U.S.	8/16/89	American sketchbook
VA-360-910	U.S.	8/21/89	Satin bouquet: vol. IV
VA-368-146	U.S.	9/29/89	Make-a-big-splash with Stamp Out Stains in your kitchen and bath
VA-372-151	U.S.	10/24/89	Bed of roses

Application or Registration No.	Country	Registration or Filing Date	Title
VA-382-540	U.S.	1/28/89	Stamp Out Stains all through your house
VA-387-446	U.S.	2/7/90	New beautiful kitchens & baths: vol. I
VA-387-448	U.S.	2/7/90	Streamers: vol. III
VA-395-498	U.S.	4/25/90	Totally awesome
VA-398-057	U.S.	5/31/90	Fresh florals: vol. I
VA-398-058	U.S.	5/31/90	Hemisphere: vol. I
VA-406-854	U.S.	7/12/90	Active life: vol. I
VA-406-855	U.S.	7/12/90	Dimensionals: v. 3
VA-415-117	U.S.	5/31/90	Joyful expressions: vol. I
VA-420-782	U.S.	10/9/90	Spring meadow: vol. I
VA-422-250	U.S.	11/7/90	American shores: v. 2
VA-427-128	U.S.	11/28/90	Regalis Court: vol. I
VA-427-129	U.S.	11/28/90	English country home: vol. I
VA-427-130	U.S.	12/6/90	J.G. Hook At home: vol. I
VA-434-141	U.S.	2/8/91	Stamp Out Stains: vol. II
VA-435-209	U.S.	1/29/91	Details in textures, prints, and borders: v. 2
VA-435-222	U.S.	1/29/91	Colonial Craftsman: vol. I
VA-439-739	U.S.	3/14/91	Imperial miniatures: vol. I
VA-439-810	U.S.	12/5/90	Paws: wallcoverings & borders for animal lovers of all ages: vol. I
VA-442-009	U.S.	4/9/91	Royal coach
VA-442-011	U.S.	4/9/91	Painted finishes: vol. I
VA-447-982	U.S.	5/10/91	Satin & lace: vol. I
VA-450-618	U.S.	5/21/91	Stamp Out Stains in your kitchen and bath. Beekeepers garden: vol. I

Application or Registration No.	Country	Registration or Filing Date	Title
VA-450-619	U.S.	5/31/91	Wind flowers : vol. I
VA-450-620	U.S.	5/31/91	Burton Hall: vol. I
VA-468-146	U.S.	8/14/91	Great American hits: vol. I
VA-468-149	U.S.	7/23/91	American miniatures: vol. I
VA-469-951	U.S.	9/3/91	Stamp out stains in your kitchen and bath: vol. II
VA-470-809	U.S.	8/14/91	Small prints: vol. VIII
VA-471-466	U.S.	9/27/91	Hamilton House: paisleys, stripes, foulards, jacobean: vol. I
VA-471-468	U.S.	9/27/91	Western hemisphere: vol. I
VA-480-841	U.S.	5/21/91	Fun-stuff: vol. VI
VA-485-082	U.S.	1/9/92	Country prints: vol. I
VA-485-860	U.S.	1/10/92	Satin bouquet: vol. V
VA-497-036	U.S.	3/5/92	Tilden Manor: vol. I
VA-512-194	U.S.	3/5/92	Bed of roses: vol. 2
VA-513-183	U.S.	6/18/92	Decorating solutions: wallcoverings and fabrics for your bed & bath: vol. I
VA-514-015	U.S.	7/13/92	Beaumont Manor: vol. I
VA-519-988	U.S.	8/21/92	New country Gear living: 24th in a series
VA-519-993	U.S.	8/21/92	More Gear Kids: 23rd in a series
VA-535-831	U.S.	10/22/92	Victorian parlor
VA-535-832	U.S.	10/22/92	Hathaway
VA-535-835	U.S.	10/29/92	Interior showcase
VA-538-034	U.S.	3/5/92	The House You Live In, Early America: vol. I
VA-538-083	U.S.	10/22/92	Kitchen and bath: vol. I
VA-570-364	U.S.	4/14/93	Formal country home: vol. I

Application or Registration No.	Country	Registration or Filing Date	Title
VA-570-365	U.S.	4/14/93	Without boundaries: vol. I
VA-570-366	U.S.	4/14/93	Heatherwood: vol. I
VA-570-367	U.S.	4/14/93	Briarhill Lane: vol. I
VA-574-035	U.S.	6/14/93	Decorating solutions for your home: vol. I
VA-585-977	U.S.	4/14/93	Executive club
VA-599-800	U.S.	4/14/93	Manor house: vol. 2
VA-599-801	U.S.	4/14/93	Mini mates: vol. 7
VA-599-802	U.S.	4/14/93	For kitchens only: vol. 2
VA-599-803	U.S.	4/14/93	For women only: vol. 3
VA-599-804	U.S.	4/14/93	In the kitchen: vol. 1
VA-608-559	U.S.	8/26/93	A man's world: vol. 1
VA-608-560	U.S.	8/26/93	Northbrook: vol. 2
VA-608-561	U.S.	8/26/93	Hemisphere: vol. 2
VA-608-562	U.S.	8/26/93	Hudson River Valley
VA-608-563	U.S.	8/26/93	Country inn: wallcoverings & fabrics for your bed & bath
VA-608-564	U.S.	8/26/93	Eastern splendor
VA-608-954	U.S.	8/26/93	Casual living
VA-611-305	U.S.	1/10/95	Making waves
VA-611-306	U.S.	1/10/95	Along the garden path
VA-611-307	U.S.	1/10/95	A world apart
VA-624-284	U.S.	2/7/94	New Country Gear—American country
VA-646-822	U.S.	5/5/95	English tea
VA-647-093	U.S.	6/7/95	Modern classics for men: vol. 1
VA-647-097	U.S.	4/24/95	Distinctly VanLuit
VA-652-799	U.S.	7/26/94	Echo: [vol. 2]

Application or Registration No.	Country	Registration or Filing Date	Title
VA-653-802	U.S.	8/31/94	Festival: vol. 1
VA-653-803	U.S.	8/31/94	Burton Hall: vol. 2
VA-661-509	U.S.	9/6/94	Silken touches: vol. 4
VA-661-510	U.S.	9/1/94	For Men Only Wildlife: vol. 5
VA-661-511	U.S.	9/6/94	Bed bath & breakfast: vol. 5
VA-661-512	U.S.	9/1/94	Painted finishes: vol. 2
VA-661-513	U.S.	9/6/94	Elegant interiors: vol. 2
VA-665-987	U.S.	9/6/94	Remington Place: vol. 1
VA-665-989	U.S.	8/31/94	Imperial plaids with coordinating borders: vol. 1
VA-665-990	U.S.	9/1/94	Summertime for kitchens and baths: vol. 1
VA-665-991	U.S.	9/6/94	Vintage elegance
VA-665-992	U.S.	9/1/94	Straw hat: vol. 1
VA-665-993	U.S.	9/6/94	For babies only: vol. 1
VA-665-994	U.S.	9/1/94	Faux your walls: vol. 1
VA-665-995	U.S.	9/6/94	French country kitchen: vol. 1
VA-665-996	U.S.	9/6/94	A novel idea: vol. 1
VA-665-997	U.S.	9/6/94	A look back
VA-665-998	U.S.	9/1/94	Small prints
VA-665-999	U.S.	9/6/94	A touch of ivy
VA-666-000	U.S.	9/6/94	World view
VA-666-001	U.S.	9/6/94	Personal style
VA-666-002	U.S.	9/6/94	A place in the sun
VA-666-003	U.S.	9/1/94	<A> la carte
VA-666-004	U.S.	9/6/94	Classic interiors: vol. 4
VA-666-005	U.S.	9/1/94	Stamp out stains

Application or Registration No.	Country	Registration or Filing Date	Title
VA-666-006	U.S.	9/6/94	First impressions
VA-666-213	U.S.	10/18/94	Fairy tales: vol. 1
VA-666-217	U.S.	10/18/94	Black and white: vol. 2
VA-666-218	U.S.	11/23/94	Daybreak: featuring bed, bath & window fashion accessories: vol. 1
VA-666-219	U.S.	11/23/94	Living with neutrals casual style
VA-666-220	U.S.	11/23/94	Northwoods country
VA-666-221	U.S.	9/6/94	Palermo
VA-666-222	U.S.	10/18/94	Stamp out stains
VA-666-223	U.S.	8/18/94	Chamberley prints
VA-666-237	U.S.	10/18/94	Western hemisphere: vol. 2
VA-667-104	U.S.	9/6/94	Living with neutrals: classic style: vol. 1
VA-667-105	U.S.	9/6/94	Traditional elegance: vol. 1
VA-667-106	U.S.	9/6/94	Prairie morning: for kitchens and baths: vol. 1
VA-686-767	U.S.	1/10/95	Bainbridge: vol. 2
VA-686-770	U.S.	1/10/95	Mini mates: vol. 8
VA-689-831	U.S.	1/27/95	Great outdoors: vol. 1
VA-689-832	U.S.	1/17/95	Neo classic style: vol. 2
VA-689-837	U.S.	2/10/95	Stencils at home with nature: vol. 1
VA-689-839	U.S.	1/10/95	Leading edge, Plexus: 27"/54" vinyl wallcoverings: vol. 2
VA-689-842	U.S.	1/30/95	For teens only: vol. 1
VA-691-402	U.S.	2/16/95	For kitchens only: vol. 3
VA-695-798	U.S.	2/24/95	Every blooming thing
VA-703-388	U.S.	2/27/95	The summer cottage
VA-705-183	U.S.	3/31/95	Silk & satin vol. 1

Application or Registration No.	Country	Registration or Filing Date	Title
VA-706-632	U.S.	3/24/95	Lynwood Hall
VA-706-634	U.S.	3/14/95	Elegant interiors: no. 2
VA-706-635	U.S.	3/14/95	All about kitchens: vol. 1
VA-708-784	U.S.	4/25/95	Worldly treasures: [vol. 1]
VA-710-505	U.S.	3/11/95	Interior showcase: vol. 3
VA-710-506	U.S.	7/26/95	Field & forest: vol. 1
VA-710-507	U.S.	9/8/95	The craftsman revival collection
VA-710-510	U.S.	8/4/95	United traditionals
VA-713-946	U.S.	5/23/95	Explorer: vol. 1
VA-720-592	U.S.	5/31/95	Nature's elements
VA-720-593	U.S.	6/22/95	San Souci wallcoverings & borders: vol. 1
VA-721-326	U.S.	7/3/95	Architectural accents: vol. 3
VA-721-605	U.S.	6/22/95	Stamp Out Stains in your kitchen and bath
VA-727-231	U.S.	7/12/95	Fenwick gardens: vol. 1: decorative wallcoverings and fabrics
VA-732-295	U.S.	8/15/95	Living on the cutting edge
VA-735-169	U.S.	11/9/95	In the Victorian style: vol. 1
VA-735-175	U.S.	9/7/95	American shores: vol. 3
VA-735-874	U.S.	9/19/95	Imperial's Gourmet kitchen: vol. 1
VA-748-012	U.S.	9/1/95	Royal Garden
VA-748-016	U.S.	11/13/95	Casa Hermosa
VA-748-020	U.S.	10/25/95	Something novel, something new
VA-748-021	U.S.	10/25/95	Southern hemisphere
VA-756-425	U.S.	12/19/95	Artifacts: 27"/54" vinyl wallcoverings: vol. 1
VA-757-421	U.S.	2/8/96	September garden

Application or Registration No.	Country	Registration or Filing Date	Title
VA-757-422	U.S.	2/23/96	Country retreat: vol. 1
VA-759-245	U.S.	4/4/96	Silken touches: vol. 5
VA-763-820	U.S.	3/13/96	Southern living wallpapers and fabrics
VA-764-595	U.S.	4/18/96	Classic interiors: vol. 5
VA-764-596	U.S.	5/22/96	Decorating solutions resource book: vol. 1
VA-764-597	U.S.	5/31/96	Hint of the Orient: vol. 1
VA-773-429	U.S.	5/2/96	Kitchen & bath resource book
VA-773-623	U.S.	6/26/96	For babies only: featuring coordinating crib bedding: vol. 2
VA-773-624	U.S.	5/8/96	Bayshore: vol. 1
VA-774-715	U.S.	5/23/97	Eastern hemisphere
VA-775-518	U.S.	7/2/96	Kids resource book: vol. 1
VA-775-522	U.S.	6/10/96	Menswear: vol. 2
VA-783-071	U.S.	8/12/96	Country Market for your kitchen & bath
VA-783-073	U.S.	8/5/96	A man's world: vol. 2
VA-783-074	U.S.	8/14/96	Cashmere: vol. 1
VA-797-840	U.S.	9/4/96	Traditional lifestyles: vol. 1
VA-797-859	U.S.	10/21/96	Old roses
VA-799-684	U.S.	11/12/96	Hemisphere resource book: vol. 1
VA-799-686	U.S.	11/18/96	For men only resource book: vol. 1
VA-801-438	U.S.	8/29/96	Plexus designer's portfolio: 27"/54" vinyl wallcoverings: vol. 3
VA-807-650	U.S.	12/18/95	Ascot
VA-811-328	U.S.	6/16/97	Small prints resource book: vol. 1
VA-811-329	U.S.	6/16/97	Bed bath and breakfast: vol. 6

Application or Registration No.	Country	Registration or Filing Date	Title
VA-812-586	U.S.	1/13/97	Camden Lane
VA-815-536	U.S.	2/6/97	Island retreat
VA-815-537	U.S.	2/6/97	Traditional resource book
VA-816-998	U.S.	12/3/96	English oaks: vol. 1
VA-819-417	U.S.	3/6/97	Color Options: vol. 1
VA-819-418	U.S.	3/6/97	For Boys Only: vol. 2
VA-825-432	U.S.	3/25/97	Stripes resource book: vol. 1
VA-825-433	U.S.	4.1.97	Edge of distinction: laser cut borders with companion textures
VA-827-896	U.S.	4/22/97	For girls only: vol. 2
VA-834-026	U.S.	5/19/97	A new leaf
VA-834-027	U.S.	5/9/97	Faux texture resource book
VA-834-028	U.S.	5/9/97	Exclusively VanLuit: vol. 1
VA-834-029	U.S.	5/9/97	Victorian homes: vol. 3
VA-834-030	U.S.	5/19/97	Nature's gallery
VA-834-031	U.S.	5/9/97	British colonial style
VA-834-032	U.S.	5/9/97	Troubadour
VA-834-034	U.S.	5/9/97	Playmates
VA-834-035	U.S.	5/9/97	American pastimes
VA-834-037	U.S.	5/9/97	Sidewalk Cafe
VA-834-410	U.S.	5/19/97	Cottage lane
VA-834-412	U.S.	5/19/97	French style
VA-834-413	U.S.	5/19/97	All in good thyme
VA-841-246	U.S.	7/2/97	Victorian images
VA-841-247	U.S.	7/8/97	Annhurst: vol. 1
VA-842-131	U.S.	7/21/97	American country mountain & valley views

Application or Registration No.	Country	Registration or Filing Date	Title
VA-844-550	U.S.	7/28/97	Tudor garden
VA-847-539	U.S.	8/27/97	Cottage comfort: vol. 1
VA-847-540	U.S.	8/27/97	Magnolia plantation: vol. 2
VA-861-291	U.S.	9/22/97	American heartland
VA-861-336	U.S.	5/21/97	Masterworks: featuring borders inspired by fine works of art
VA-862-361	U.S.	10/28/97	Imperial borders
VA-864-036	U.S.	9/19/97	Daniel Wright home accents, your country home: vol. 1
Vau-138-746	U.S.	8/17/88	The Red quilt
Vau-294-246	U.S.	4/15/94	Imperial wallcovering borders
VA-38-866	U.S.	11/26/79	Fallen leaves: [no.] SC455
VA-38-867	U.S.	11/26/79	Aspen: [no.] SC496
VA-38-868	U.S.	11/26/79	Island batik
VA-38-869	U.S.	11/26/79	Andrew: [no.] SC519
VA-38-870	U.S.	11/26/79	Little island batik [no.] SC490
VA-38-871	U.S.	11/26/79	Cavanaugh
VA-38-872	U.S.	11/26/79	Marseilles: [no.] SC503
VA-38-873	U.S.	11/26/79	Bryant: [no.] SC417
VA-38-874	U.S.	11/26/79	Rosemarie: [no.] SC505
VA-38-875	U.S.	11/26/79	Ventura: [no.] SC464
VA-38-876	U.S.	11/26/79	In the forest: [no.] SC484
VA-38-877	U.S.	11/26/79	Seashells: [no.] SC426
VA-38-878	U.S.	11/26/79	Forsythia: [no.] SC434
VA-38-879	U.S.	11/26/79	Willow stone
VA-38-880	U.S.	11/26/79	Indonesian tapestry: [no.] SC479
VA-38-881	U.S.	11/26/79	Willow I: [no.] SC40

Application or Registration No.	Country	Registration or Filing Date	Title
VA-38-882	U.S.	11/26/79	Rosemarie quilt: [no.] SC511
VA-38-883	U.S.	11/26/79	Willow II
VA-38-884	U.S.	11/26/79	Duncan: [no.] SC472
VA-38-885	U.S.	11/26/79	Measureful: [no.] SC513
VA-38-886	U.S.	11/26/79	Bouquet: [no.] SC443
VA-38-887	U.S.	11/26/79	Water your plants: [no.] SC425
VA-38-888	U.S.	11/26/79	Diane: [no.] SC468
VA-45-424	U.S.	3/7/80	Dimity: pattern no. GV330
VA-45-425	U.S.	3/7/80	Dimity stripe: pattern no. GV335
VA-45-426	U.S.	3/7/80	Castleton: pattern no. GV370
VA-45-427	U.S.	3/7/80	Elaine blossom: pattern no. GV315
VA-45-428	U.S.	3/7/80	Deerfield
VA-45-429	U.S.	3/7/80	Lydia: pattern no. GV342
VA-45-430	U.S.	3/7/80	Martha: pattern no. GV362
VA-45-431	U.S.	3/7/80	Kimberly: pattern no. GV367
VA-45-432	U.S.	3/7/80	Valerie: pattern no. GV347
VA-45-433	U.S.	3/7/80	Bartlett square: pattern no. GV358
VA-45-434	U.S.	3/7/80	Elaine stripe: pattern no. GV305
VA-59-682	U.S.	9/22/80	Antu: pattern no. WW207
VA-59-683	U.S.	9/22/80	Selang: pattern no. WW213
VA-59-684	U.S.	9/22/80	Sugi: pattern no. WW219
VA-59-685	U.S.	9/22/80	Seba: pattern no. WW225
VA-59-686	U.S.	9/22/80	Sarita: pattern no. WW231
VA-59-687	U.S.	9/22/80	Maratua: pattern no. WW238
VA-59-688	U.S.	9/22/80	Kwami: pattern no. WW242

Application or Registration No.	Country	Registration or Filing Date	Title
VA-59-689	U.S.	9/22/80	Kumasi: pattern no. WW246
VA-59-690	U.S.	9/22/80	Somali: pattern no. WW250
VA-59-691	U.S.	9/22/80	Benakat: pattern no. WW258
VA-59-692	U.S.	9/22/80	Balinese garden: pattern no. WW261
VA-59-693	U.S.	9/22/80	Balinese wave: pattern no. WW265
VA-59-694	U.S.	9/22/80	Mandalay: pattern no. WW269
VA-59-695	U.S.	9/22/80	Marrakech: pattern no. WW272
VA-59-696	U.S.	9/22/80	Kismet: pattern no. WW275
VA-59-697	U.S.	9/22/80	Andia: pattern no. WW201
VA-59-698	U.S.	9/22/80	Sumatra: pattern no. WW277
VA-59-699	U.S.	9/22/80	Bengal: pattern no. WW282
VA-59-700	U.S.	9/22/80	Banda: pattern no. WW286
VA-59-701	U.S.	9/22/80	Pantar: pattern no. WW301
VA-59-702	U.S.	9/22/80	Dana: pattern no. WW296
VA-59-703	U.S.	9/22/80	Bima: pattern no. WW290
VA-82-801	U.S.	9/22/81	Lynnfield: pattern no. GV418
VA-82-802	U.S.	9/22/81	Amity: pattern no. GV454
VA-82-803	U.S.	9/22/81	Tuttle: pattern no. GV425
VA-82-804	U.S.	9/22/81	Dorset: pattern no. GV461
VA-82-805	U.S.	9/22/81	Apple tree: pattern no. GV450
VA-82-806	U.S.	9/22/81	Polly: pattern no. GV408
VA-82-807	U.S.	9/22/81	Homestead: pattern no. GV428
VA-82-808	U.S.	9/22/81	Debbie: pattern no. GV457
VA-82-809	U.S.	9/22/81	Becky: pattern no. GV443
VA-82-810	U.S.	9/22/81	Penny: pattern no. GV415

Application or Registration No.	Country	Registration or Filing Date	Title
VA-82-811	U.S.	9/22/81	Coverlet: pattern no. GV467
VA-82-812	U.S.	9/22/81	Longwood: pattern no. GV482
VA-82-813	U.S.	9/22/81	Whitney: pattern no. GV407
VA-82-814	U.S.	9/22/81	Concord: pattern no. GV478
VA-82-815	U.S.	9/22/81	Hargate: pattern no. GV486
VA-82-816	U.S.	9/22/81	Elaine border: pattern no. 495
VA-82-817	U.S.	9/22/81	Newport: [no.] GV431
VA-82-818	U.S.	9/22/81	Folio: [no.] GV 445
VA-124-473	U.S.	10/7/82	Corcoran
VA-124-474	U.S.	10/7/82	Addie
VA-124-475	U.S.	10/7/82	Lara
VA-124-476	U.S.	10/7/82	Linda
VA-124-477	U.S.	10/7/82	Dylan
VA-124-478	U.S.	10/7/82	Michael
VA-124-479	U.S.	10/7/82	Casey
VA-124-480	U.S.	4/6/83	Marty
VA-124-481	U.S.	10/7/82	Jessica
VA-124-482	U.S.	10/7/82	Baxter
VA-124-483	U.S.	10/7/82	Mia
VA-124-484	U.S.	10/7/82	Ryan
VA-124-485	U.S.	10/7/82	Shelly
VA-125-012	U.S.	4/21/83	[Carly: no.] GV506
VA-125-013	U.S.	4/21/83	[Suzanne: no.] GV573
VA-125-014	U.S.	4/21/83	[Kavita: no.] GV532
VA-125-015	U.S.	4/21/83	[Shannon: no.] GV511
VA-125-016	U.S.	4/21/83	[Reid: no.] GV531
VA-125-017	U.S.	4/21/83	[Amanda: no.] GV578

Application or Registration No.	Country	Registration or Filing Date	Title
VA-125-018	U.S.	4/21/83	[Amber: no.] GV501
VA-125-019	U.S.	4/21/83	[Fairlee: no.] GV515
VA-125-020	U.S.	4/21/83	[Beverly: no.] GV553
VA-125-021	U.S.	4/21/83	[Gretchen: no.] GV549
VA-125-022	U.S.	4/21/83	[Weston: no.] GV566
VA-137-622	U.S.	10/18/83	Arcadia border: [no.] F155
VA-137-624	U.S.	10/18/83	Agra: [no.] F101
VA-137-625	U.S.	10/18/83	Arcadia: [no.] F151
VA-137-626	U.S.	10/18/83	Aladdin: [no.] F114
VA-137-627	U.S.	10/18/83	Fontaine: [no.] F149
VA-137-628	U.S.	10/18/83	Cameron: [no.] F145
VA-137-629	U.S.	10/18/83	Stardust: [no.] F131
VA-137-632	U.S.	10/18/83	Moresque: [no.] F141
VA-137-633	U.S.	10/18/83	Horizon: [no.] F123
VA-137-634	U.S.	10/18/83	Nomad: [no.] F109
Properties Relating to Borden			
VA10.147	U.S.		Apple Blossom
VA549.350	U.S.		Ashley the Unicorn
422,598	Canada		Ashley the Unicorn
VA10.160	U.S.		Austrian Rose
VA36.531	U.S.		Balmoral
VA10.161	U.S.		Batik
VA10.153	U.S.		Bean Stalk
VA10.148	U.S.		Branches
VA36.528	U.S.		Brittany

Application or Registration No.	Country	Registration or Filing Date	Title
VA10,154	U.S.		Buds
VA32,264	U.S.		Buena Vista
VA32,260	U.S.		Cascade
VA32,268	U.S.		Ceylon
VA32,271	U.S.		Chateau
VA10,152	U.S.		Chintz
VA10,158	U.S.		Coral Reef
VA10,149	U.S.		Daisy Fern
VA32,263	U.S.		Elephant Walk
VA10,144	U.S.		English Garden
VA10,155	U.S.		Feather Diamond
VA10,157	U.S.		Geometric Circle
VA10,150	U.S.		Herb Garden
VA10,143	U.S.		Herringbone Stripe
VA10,146	U.S.		Herringbone Swirl
VA32,265	U.S.		High Sierra
VA32,267	U.S.		Intermezzo
VA10,162	U.S.		Italian Paper
VA32,259	U.S.		Jade Palace
VA32,257	U.S.		Key Largo
VA10,145	U.S.		Lily of the Valley
VA32,261	U.S.		Mandarin Coins
VA32,262	U.S.		Moonstone
VA10,151	U.S.		Oriental Floral
VA32,272	U.S.		Pleasures and Palaces
VA32,256	U.S.		Provençal
VA10,164	U.S.		Python

Application or Registration No.	Country	Registration or Filing Date	Title
VA10,158	U.S.		Rain
GP118,294	U.S.		Sand Stripe Design
VA36,529	U.S.		Shangtung
VA32,255	U.S.		Siam
VA32,266	U.S.		Song at Twilight
VA32,258	U.S.		Street of Dreams
VA32,254	U.S.		The Magic Flute
VA10,166	U.S.		Tiny Tulips
VA10,163	U.S.		Tulips
VA96,076	U.S.		Water Music
VA32,269	U.S.		Whipole Street
VA36,530	U.S.		Winter Fair
VA10,165	U.S.		Woven Stripe
VA10,159	U.S.		Woven Texture
GP113,552	U.S.		Abigail
VA202,115	U.S.		April
GP98286	U.S.		Argyle
GP97353	U.S.		A Stitch in Time
VA154,799	U.S.		Athena
VA148,453	U.S.		Auberge
VA143,831	U.S.		Auberge
VA143,818	U.S.		Auberge
VA69,873	U.S.		Aurora
GP113550	U.S.		Autumn Leaves
VA202,117	U.S.		Aviary
VA31,834	U.S.		Banbury
VA41,500	U.S.		Barberini

Application or Registration No.	Country	Registration or Filing Date	Title
VA109,845	U S		Bartok
VA202,125	U S		Baskerville Stripe
VA96,069	U S		Beacon Hill
GP113,545	U S		Betsy Ross' Thursday Night Sewing Class
VA96,079	U.S.		Biscayne
GP113,556	U.S.		Bistro
VA69,864	U S		Bjorn
GP113,551	U S		Bon Appetit
VA41,501	U S		Bonnie Patches
GP113,557	U S		Borealis
GP97365	U S		Born Free
VA31,838	U S		Briarwood
VA69,865	U S		Broadway
VA96,075	U S		Brookstone
GP115,419	U S		Camino Real
VA154,788	U S		Carre
VA148,816	U S		Chateau Neuf
VA143,827	U S		Chateau Neuf
GP114,145	U S		Cheyenne
VA202,114	U S		Chic
GP97,362	U S		Cleo
VA143,825	U S		Cordeliers
GP113,553	U S		Corsage
VA148,456	U S		Cote D'Azur
VA143,820	U S		Cote D'Azur
VA143,832	U S		Cote D'Azur

Application or Registration No.	Country	Registration or Filing Date	Title
GP97,607	U.S.		Country Plaid
VA96,071	U.S.		Courtney
VA31,829	U.S.		Cracklin' Rosie
VA203,214	U.S.		Croydon
VA154,795	U.S.		Dardanella
VA69,860	U.S.		Dasher
A752,839	U.S.		Decoration Designed For Living
VA41,487	U.S.		Del Mar
VA154,792	U.S.		Diana
GP97,357	U.S.		Dollars Galore
GP98,288	U.S.		Dolores
VA109,847	U.S.		Domingo
VA31,830	U.S.		Double Check
VA143,822	U.S.		Du Besset
VA148,455	U.S.		Du Besset
VA148,454	U.S.		D'Artagne
VA143,817	U.S.		D'Artagne
VA143,830	U.S.		D'Artagne
VA31,831	U.S.		El Deco
VA148,467	U.S.		Elsinore
GP97,609	U.S.		Espalier
VA96,068	U.S.		Esteban
VA202,121	U.S.		Fanfare
VA154,787	U.S.		Fantasie
VA202,071	U.S.		Felicia
GP98,285	U.S.		Flabella
VA31,832	U.S.		Flora Dora

Application or Registration No.	Country	Registration or Filing Date	Title
VA31,837	U.S.		Foxy Check
VA69,869	U.S.		Free Flight
VA69,858	U.S.		Free Flight
GP113,554	U.S.		FronD
GP97,351	U.S.		Gardenia Jungle
VA143,821	U.S.		Gasconne
VA154,789	U.S.		Geisha
VA69,861	U.S.		Goochy
VA69,870	U.S.		Goochy
GP97,352	U.S.		Good Earth
GP113,546	U.S.		Granny's Hot Plate
VA202,072	U.S.		Grosvenor Square
VA96,073	U.S.		Hamasan
VA148,464	U.S.		Hana
VA203,939	U.S.		Hartford
VA202,075	U.S.		Hastings
VA202,118	U.S.		Heathcliff Check
GP97,356	U.S.		Hiawatha
VA154,790	U.S.		Highland
VA96,070	U.S.		Hobbit
GP97,355	U.S.		Honeycomb
GP114,147	U.S.		Hydra
GP113,555	U.S.		Inca
VA154,793	U.S.		Jacil
GP113,558	U.S.		Jana
VA203,215	U.S.		Jay
VA41,491	U.S.		Jeu De Pomme

Application or Registration No.	Country	Registration or Filing Date	Title
GP97,363	U.S.		Kalinda Stripe
GP97,364	U.S.		Kalindi
VA154,797	U.S.		Kashmir
VA148,460	U.S.		Kate
GP113,543	U.S.		Keukenhoff
GP97,354	U.S.		Khaki
VA154,796	U.S.		Khayyam
VA143,826	U.S.		Kilal
VA41,495	U.S.		Kona Coast
VA41,485	U.S.		Kyoto Gardens
VA41,499	U.S.		Kyoto
GP97,349	U.S.		La Vinia
VA148,465	U.S.		La Luna
VA 143,824	U.S.		La Reine
VA109,846	U.S.		La Vie
VA41,498	U.S.		Lil Jenny
GP98,287	U.S.		Los Tilos
VA69,866	U.S.		Mariko
VA202,120	U.S.		Mariposa
VA41,488	U.S.		Market Street
GP97348	U.S.		Medieval
VA203,213	U.S.		Mimi
VA41,486	U.S.		Miniver Stripe
GP115,420	U.S.		Mocambo
VA154,786	U.S.		Moon River
GP114,146	U.S.		Moonglow
VA69,859	U.S.		Mork

Application or Registration No.	Country	Registration or Filing Date	Title
GP97,359	U.S.		Mother's Pansy
VA41,497	U.S.		Ms. Miniver
GP97,360	U.S.		MT Camella
GPI15,421	U.S.		Mums
VA154,794	U.S.		Natalia
VA202,116	U.S.		Newcastle
GP97366	U.S.		Niagara
VA154,798	U.S.		Nicole
VA148,466	U.S.		Oui
VA202,124	U.S.		Oxford
VA148,468	U.S.		Paco
VA148,463	U.S.		Palm Drive
VA69,862	U.S.		Parade
VA96,074	U.S.		Parkay
GP97,350	U.S.		Phoenix
VA41,492	U.S.		Pompadour
GPI15,422	U.S.		Pompeii
VA148,461	U.S.		Potpourri
VA202,126	U.S.		Rexford
VA143,823	U.S.		Rimaud
VA143,828	U.S.		Rimaud
VA148,452	U.S.		Rimaud
VA69,867	U.S.		Rio Grande
VA31,836	U.S.		River Nile
VA41,490	U.S.		Rosannadanna
VA148,462	U.S.		Sachet
VA69,872	U.S.		Sanctuary

Application or Registration No.	Country	Registration or Filing Date	Title
VA31,835	U.S.		Satin Buttons
GP97,367	U.S.		Sebastian's Garden
GP113,544	U.S.		Silken Rose
GP97,358	U.S.		Spanish Grill
VA96,072	U.S.		St. Tropez
VA148,457	U.S.		St. Remy
VA143,829	U.S.		St. Remy
VA143,819	U.S.		St. Remy
VA202,119	U.S.		Styx
GP97,361	U.S.		Sumatra
GP97,606	U.S.		Sundance
VA203,940	U.S.		Sutton Place
GP113,547	U.S.		Sweet Leilani
GP113,548	U.S.		Tanglewood
VA202,070	U.S.		Tara
VA202,074	U.S.		Tartan Stripe
GP97,608	U.S.		Tiffany
VA154,791	U.S.		Tiffany
VA96,078	U.S.		Topeka
VA202,073	U.S.		Toto
VA41,494	U.S.		Tuilleries
VA69,863	U.S.		Usui
VA148,459	U.S.		Valentina
VA96,077	U.S.		Vasari
VA41,489	U.S.		Via Veneto
GP113,549	U.S.		Walden Frond
VA96,076	U.S.		Waverly

Application or Registration No.	Country	Registration or Filing Date	Title
VA41,498	U.S.		Wee Bonnie Stripe
VA31,838	U.S.		Wheatfield
VA148,458	U.S.		Windswept
VA69,871	U.S.		Windy
VA202,113	U.S.		Yorkshire
VA69,868	U.S.		Yorktown
VA41,496	U.S.		Zenobia

**SCHEDULE IV to
Intellectual Property
Security Agreement**

Licenses to Grantor

Licensor	Property or Collection
Advance Seed Co. - Ferry Morse Seed Packets	Art Accents
Am. Museum of Nat. His.	American Museum of Natural History
Amcal Licensing - Charles Wysocki	Charles Wysocki
Amcal Licensing - Sue Ellen Ross	Country Resource
Anderson Designs	Sun Spirit
Applejack Licensing - Bill Bell	Like Old Times
Applejack Licensing - Rock Newcomb	Like Old Times
Applejack Licensing - Susan Brabeau	Like Old Times
Art Licensing - Dianne Querry	For Girls Only 2
Art Licensing - Mary Kay Krell	Victorian
Art Licensing - Richard Dewitt	For Men Only
Art Licensing - Sandy Lebron	For Girls Only 2
Athenaeum of Philly	Athenaeum of Philadelphia 2
Athi-Mara	Trade Routes
Barbara Felisky	Kitchen & Bath Resource
Barth & Dreyfuss	
Bollen Sadler	For Boys Only
Borders Unlimited	Kids Resource Book
Boussac of France	Boussac of France
Bruce B. Kenseth - John Grossman	Victorian
Cecil Saydah	
Charlene Gerrish	For Boys Only #2

Licensor	Property or Collection
Clarence House	Clarence House
Collegiate Licensing Co - Mich & NC	Kids Resource Book
Collier Campbell	Provence Border
Collier Campbell	Collier Campbell
Cooper Hewitt	Cooper Hewitt
Courtney Davis - Adrienne Samuelson	The Children's Hour
Courtney Davis - Carol Endres	Spirit of Folk
Courtney Davis - Carol Endres	Am. Primitives
Courtney Davis - Carol Endres	Bee Home
Courtney Davis - Susan Winget	Country Pleasures 2
Courtney Davis - Susan Winget	Victorian
Courtney Davis - Susan Winget	Seasons of the Heart 2
Courtney Davis - Susan Winget	Country Kids
Courtney Davis - Warren Kimble	Warren Kimble American Folk Art
Courtney Davis - Warren Kimble	Warren Kimble A Folk Art Collect
Creatif Licensing - Roger La Borde	Roger La Borde
Curtis Publishing - Norman Rockwell	
David Carter Brown	Week End Retreat
David Carter Brown	Little Country Collection
David Carter Brown	Main Street USA
DLM Studios	Simply Elegant
Don Dubowski	Cats Only
Dufour Ltd.	Bristol Hall 3
Echo Design Group	Southern Living
Gear	Gear Mountain Views
Gear	Gear Am. Ctry 2
Gear	Gear Am. Ctry at Home #2

Licensors	Property or Collection
Gear	Gear Am City Collectibles
Gear	Gear Toy Chest
Gear	Gear City
Gear	Elegant Country
Goldeneye Home Furnishings - Ducks Unlimited	
Hallmark - Marjolein Bastin	Marjolein Bastin
Harry Abrams, Inc.	Studio Provence
Hermine Mariaux - Court of Versailles	Court of Versailles
Historic Charleston Foundation	Historic Charleston
Holly Holderman	Lakehouse
Hope Street Additions	Like Old Times
Interart - Pamela Silin Palmer	Pamela Silin Palmer
J.G. Hook	J.G. Hook Traditional Home
Janice Lachman	
Katherine Asahino	
Kathleen Denis Watercolors	Kathleen Denis
Kimiko Ikeda	Kimiko Kids
Kimiko Ikeda	Isle of Capri Vol. 2
Kimiko Ikeda	Painted Nature
Laura Ashley	
Laurette Design	Light Transitional
Lenox	
Lisa Audit	Country Dreamland
Lisa Audit	Daniel Wright
Lockhart Licensing - Kim Jacobs	Country Resource
Lydia Richter	
M & FM	Looney Tunes

Licensors	Property or Collection
Mary Emmerling	Mary Emmerling
Michael Woodward - Colin Allbrook	For Boys Only 2
Mill Pond Press - Carl Brenders	
Muscular Dystrophy	Boys & Girls #2
Museum of Am. Folk	Museum of American Folk Art
Nautica	Nautica
New Market	
P. Kaufmann	
Paula Zanger	Paula Zanger
Perfect Fit	
Peter D'Ascoli	
Photodisk	
PM Designs	
Portmeirion	Portmeirion
Protean Design Group	
Randall Productions	
Randall Productions	For Boys Only 2
Sagebrush - Jan Henderson	For Girls Only
Sherwin Williams	Dutchboy Paints
Stanley King	Dec. Solutions
Stanley King	
Stanley King	
Textile Industry	
Times Mirror - Field & Stream	
Tracy Porter	Tracy Porter
Trendline	
University of Notre Dame	Kids Resource Book

Licensor	Property or Collection
Warner Bros.	Looney Tunes All Territories
Wendy Tosoff	Teddy Bears Only #3
Wesley Mancini	Tobacco Leaf
Winterthur	Winterthur: An American Ctry Estate
Wood River Gallery	A Novel Idea 2
Workman Publishing	A Novel Idea 2
Properties Relating to Borden	
Ashley Collection	Animal Farm
Children's Television Network (CMT)	Sesame Street Trademarks/Logos (Excluding of Kermit the Frog)
Clothworks	Various Designs in Just for Kids
The American Design Company	Julie's Journey
Barry Conduit	The Nature Series
Covington	56 Fabrics
Daisy Kingdom, Inc. (Springs Industries)	Daisy Kingdom (793)
Dawson Home Fashions (Spring Bath)	Various Designs
Disney	101 Dalmatians
Disney	Aladdin
Children's Television Network	Sesame Street Trademarks/Logos (Excluding of Kermit the Frog)
Michael Mercurio	Birge Traditionals
Borden Decorative Products, Inc.	Repositionable Wall Coverings, Coated Polyvinyl Chloride Compositions, Banner Fabric
Ingleman Designs, Inc.	Palamino
Ingleman Designs, Inc.	Window Box
Ingleman Designs, Inc.	American Gourmet

Licensors	Property or Collection
PM Design	Folk Art (Sampler)
PM Design	Woodland Notes (Cottage)
Harry & Company Ltd.	Di Lewis for Kids
International China Company, Inc	Marmalade, Welcome Home, Sugar Plum, Windy
Louis Nichole, Inc.	Homestead-Pompadour, Palatin Lullaby & Goodnight-Mon Cherie, No Place Like Home Exclusions: Paper Roses II-C&A Wall Covering, Palatino-Riverside Silk Screen Printers, Prima Donna-York Wall Coverings, Kmart Program-LNI Exclusive
Mattel, Inc.	Barbie
NHL Enterprises Canada, L.P	Marks of NHL and Member Clubs
Red Calliope	1993 Neptune's Babies, Ken & Candy Wong, 1993 Toddle Time, Jinny Fraser, The Fraser Collection, 1993 Patchwork Hearts, Charlene Gerrish & Dino Park
Studio K Creative Ltd	Strawberry Jam III, Mrs. Mitchels IV, Granny Taught Us How V, Sunflowers II, Brampton House, Appleton Lane, Garden Gate/Picket Fence, Pine Valley Prints
Studio K Creative Ltd.	Strawberry Jam IV
Trackworks, Inc	Various Designs
Imperial Wall Coverings, Inc	Teflon Wall Coverings
Triboro Quilt Manufacturing Corp	Cuddle Bunnies
Gloria Vanderbilt Home Furnishings Inc.	Emerald Garden, Gloria's Impressions, Christine, Cecily, Allison, Chloe
Springs Industries, Inc./ Wamsutta Pacific Division	Orchids, Second Empire
Women & Infants Development Foundation	Designs by Deb Mores

Licensors	Property or Collection
Linda Jeanie Beard	Animal Crackers for Crazy Kids, Men Only, Wall Coverings & Borders
Borden Decorative Products, Inc	Repositionable Wall Coverings, Coated Polyvinyl Chloride Compositions, Banner Fabrics
The Design Company	The Tweet Dreams Self-Adhesive Border
Design Rights Intl.	Company Companions (Next Generation) Wallpaper, Borders
Globewise Limited/John Wilman Ltd	Jackobean Trail
Granville Sharpe Ltd.	Design Colourways (original goods)
Seabrook Wall Coverings	Flat Vinyl Line
Sixten & Casey Ltd	Aspui Fabric Design "Cleo" and "Navarine"
Tan-Tex Home Furnishing	Fabrics
Two-Can Design Ltd.	Farmyard Characters in Kids Kapers Range
WWF UK Limited	Panda Symbol, WWF, "World Wide Fund for Nature," word "Panda"
Ontario Paint and Wallpaper, Canada	Concord
Rosedale Wall Coverings, Inc	Kitchen and Garden
Rosedale Wall Coverings, Inc	Cachet
Edward Anthony Design	The Coral Collection
Edward Anthony Design	The Rolatile Collection
Edward Anthony Design	Hannah's Meadow- Wall Coverings & Textiles
Edward Anthony Design	Villandry-Wallpaper & Borders
Bruce Robinson MSIA	Blown Screen Printed Wall Coverings & Borders
Jacques Saudemont, France	Numerous
Peter Shaw of Unit 5	Trentham, Hawkshead, Grasmere, Cairo, Melissa, Giverny, Medina
Kravet Fabrics, Inc - NY	Paradise Fabrics

Licensors	Property or Collection
Price & Pierce Japan-KK	Little Girl
Osaka Crown	Crown Trademark
Alexander Julian, Inc.	Alexander Julian Home Colours Book
Balliol Corporation	Sweet Dreams
Cara Licensing & Design	Second Generation O Hares
The William Carter Co.	Carter's
Disney	Cinderella
Disney	Classic Pooh
Disney	Mickey's Stuff for Kids/Mickey & Co.
Disney	Disney Babies/Mickey's Stuff For Kids/ Mickey & Co./Baby Mickey & Co.
Disney	Disney Pooh
Disney	Hercules
Disney	Hunchback of Notre Dame
Disney	The Lion King
Disney	The Little Mermaid
Disney	Pocahontas
Disney	Standard Characters
Hallmark Cards, Inc	Hallmark General Designs
Ingleman Designs	Fruitful Times
Lyons Partnership, L.P.	Barney, Baby Bop, Barney & Friends, Musical Barney (one time sell to Mexico)
Mattel, Inc.	Barbie
Mount Vernon Mills (formerly Morgan/Bush Creek)	Teddy Beddy Bear
Precious Moments, Inc	Precious Moments Designs
QVS Marketing & Sales	Greg Harrison Goal Tender Mask Designs
Nancy Rollins	The Cottage Collection

Licensor	Property or Collection
Royal Doulton (UK) Limited	Bunnykins
Springs Industries	Charlotte, Fairfield, San Diego, Essex, Cheyenne, Emerald Isle
Westpoint Stevens aka (J.P. Stevens and Westpoint Pepperell)	Iverton, Classic Rose, Composition, Perspectives, Woodmere

**SCHEDULE V to
Intellectual Property
Security Agreement**

Trade Names

None

**SCHEDULE VI to
Intellectual Property
Security Agreement**

Liens of Licenses

None

INTELLECTUAL PROPERTY SECURITY AGREEMENT

INTELLECTUAL PROPERTY SECURITY AGREEMENT dated as of March 13, 1998, made by THE IMPERIAL HOME DECOR GROUP INC., a Delaware corporation (the "*Parent Borrower*") and the U.S. Subsidiaries party hereto (together with the Parent Borrower, the "*Grantors*") in favor of THE CHASE MANHATTAN BANK, a New York banking corporation, as collateral agent (in such capacity the "*Collateral Agent*") for the Secured Parties (as such term is defined below).

Reference is made to the Credit Agreement, dated as of March 13, 1998 (as the same may be amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among IMPERIAL HOME DECOR GROUP HOLDINGS II LIMITED., a limited company incorporated under the laws of England and Wales (the "*U.K. Borrower*"), THE IMPERIAL HOME DECOR GROUP (CANADA) ULC, an unlimited liability company organized under the laws of Nova Scotia, Canada (the "*Canadian Borrower*" and, together with the Parent Borrower and the U.K. Borrowers, the "*Borrowers*"), the Parent Borrower, the Lenders (such term and each other capitalized term used but not defined having the meaning given it in Section 1.01 in the Credit Agreement), the Fronting Bank, the Administrative Agents and the Collateral Agent (the Lenders, the Fronting Bank, the Administrative Agents and the Collateral Agent, collectively, the "*Secured Parties*").

The Lenders and the Fronting Bank, respectively, have agreed to make Loans to the Borrowers and to issue Letters of Credit for the account of the Parent Borrower, pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement.

The obligations of the Lenders to make Loans and of the Fronting Bank to issue Letters of Credit under the Credit Agreement are conditioned upon, among other things, the execution and delivery by the Grantors of an intellectual property security agreement in the form hereof to secure the due and punctual payment of, with respect to each Grantor, its obligations as obligor or guarantor in respect of (a) the unpaid principal of and premium, if any, and interest (including interest accruing at the then applicable rate provided in the Credit Agreement after the maturity of the Loans and interest accruing at the then applicable rate provided in the Credit Agreement after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to any Borrower whether or not a claim for post-filing or post-petition interest is allowed in such proceeding) on the Loans, when and as due, whether at maturity, by acceleration, upon one or more dates set for prepayment or otherwise, (b) each payment required to be made by any Borrower under the Credit Agreement, when and as due, including payments in respect of reimbursements of L/C Disbursements, interest thereon and obligations to provide cash collateral, and (c) all other obligations and liabilities of every nature of the Grantors from time to time owed to the Secured Parties or any of them, whether direct or indirect, absolute or contingent, due or to become due, or now existing or hereafter incurred (including monetary obligations incurred during the pendency of any bankruptcy, insolvency, receivership or other similar proceeding, regardless of whether allowed or allowable in such proceeding), that may arise under, out of or in connection with, the Credit Agreement, this Agreement or any other Loan Document, and any obligations of the Grantors under any Overdrafts (as defined in the Security Agreement) and any obligation of (i) the Parent Borrower to a Lender or Affiliate thereof, (ii) the Canadian Borrower to a CS Revolving Credit Lender or Affiliate thereof or (iii) the U.K. Borrower to a U.K.£ Revolving Credit Lender or Affiliate thereof, in each case under an Interest/Exchange Rate Protection Agreement or under any other document made,

delivered or given in connection with any of the foregoing, in each case in clause (a), (b) or (c) above whether on account of principal, interest, reimbursement obligations, fees, indemnities, costs, expenses or otherwise, including all fees and disbursements of counsel to the Collateral Agent or to the Secured Parties that are required to be paid by any Borrower or any Grantor pursuant to the terms of the Credit Agreement, this Agreement, any other Loan Document or any Interest/Exchange Rate Protection Agreement with a Lender or Affiliate thereof (all the foregoing obligations collectively, the "*Obligations*").

Accordingly, the Grantors and the Collateral Agent, on behalf of itself and each other Secured Party (and each of their successors and assigns), hereby agree as follows:

ARTICLE I

Definitions

SECTION 1.01. *Definition of Certain Terms Used Herein.* As used herein, the following terms shall have the following meanings:

"*Agreement*" shall mean this Intellectual Property Security Agreement.

"*Collateral*" shall mean, with respect to each Grantor, all of the U.S. Collateral and Foreign Collateral.

"*Copyrights*" shall mean, with respect to each Grantor, all of the following now owned or hereafter acquired by such Grantor: (i) all copyright rights in any work subject to the copyright laws of, in the case of the U.S. Collateral, the United States or, in the case of the Foreign Collateral, Canada, England or Wales, whether as author, assignee, transferee or otherwise, and (ii) all registrations and applications for registration of any such copyright in , in the case of the U.S. Collateral, the United States or, in the case of the Foreign Collateral, Canada, England or Wales, including , in the case of the U.S. Collateral, registrations, recordings, supplemental registrations and pending applications for registration in the United States Copyright Office.

"*Copyright License*" shall mean, with respect to each Grantor, any written agreement, now or hereafter in effect, granting any right to any third party under any Copyright now owned or hereafter acquired by such Grantor or which such Grantor otherwise has the right to license, or granting any right to such Grantor under any Copyright now owned or hereafter acquired by any third party, and all rights of such Grantor under any such agreement.

"*Foreign Collateral*" shall mean, with respect to each Grantor, all of the following, whether now owned or hereafter acquired by such Grantor to the extent such Grantor's rights therein arise under the laws of Canada or England and Wales: (a) Patents, including all granted Patents, recordings and pending applications, including those listed on Schedule I attached hereto, (b) Trademarks, including all registered Trademarks, registrations, recordings, and pending applications, including those listed on Schedule II attached hereto, (c) Copyrights, including all registered Copyrights, registrations, recordings, supplemental registrations and pending applications, including those listed on Schedule III attached hereto, (d) Licenses, including those listed on Schedule IV hereto, (e) General Intangibles, and (f) all products and Proceeds (including insurance proceeds) of, and additions, improvements and accessions to, and books and records describing or used in connection with, any and all of the property described above, *provided* that notwithstanding anything contained in this Agreement or any Loan Document to the contrary "*Foreign Collateral*" shall not include any property of the type specified in clauses (a) through (f) above if the creation of a security interest therein, or the mortgage, pledge, hypothecation or transfer thereof, by such Grantor hereunder, would violate the terms of, or otherwise constitute a default or termination or similar event under, or, in the case of Licenses or General Intangibles constituting Licenses or other rights in respect thereof, require, in the

reasonable judgment of the senior management of the Parent Borrower, a material adverse change in the economic or legal terms or rights with respect to such property under any document or instrument to which any Loan Party is a party (other than those documents or instruments between or among the Loan Parties and/or their Affiliates only) relating to the ownership of, or pertaining to any rights or interests held in such property, *provided* that the terms to be violated or default or termination or similar event that would result in the event of the granting of the Lien hereunder are typical or customary in connection with the type of document or instrument to which they relate.

"*General Intangibles*" shall mean, with respect to each Grantor, all intangible, intellectual or other similar property of such Grantor of any kind or nature now owned or hereafter acquired by such Grantor, including inventions, designs, Patents, Copyrights, Licenses, Trademarks, trade secrets, confidential or proprietary technical and business information, know-how, show-how or other data or information, software and databases and all embodiments or fixations thereof and related documentation, registrations, franchises, and all other intellectual or other similar property rights not otherwise described above.

"*Indemnitee*" shall mean the Collateral Agent, the Secured Parties and their respective officers, directors, trustees, affiliates and controlling persons.

"*License*" shall mean, with respect to each Grantor, any Patent License, Trademark License, Copyright License or other license or sublicense as to which such Grantor is a party (other than those license agreements which by their terms prohibit assignment or a grant of a security interest by such Grantor as licensee thereunder).

"*Patent License*" shall mean, with respect to each Grantor, any written agreement, now or hereafter in effect, granting to any third party any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by such Grantor or which such Grantor otherwise has the right to license, is in existence, or granting to such Grantor any right to make, use or sell any invention on which a Patent, now owned or hereafter acquired by any third party, is in existence, and all rights of such Grantor under any such agreement.

"*Patents*" shall mean, with respect to each Grantor, all the following now or hereafter acquired by such Grantor: (a) all letters patent of, in the case of the U.S. Collateral, the United States or, in the case of the Foreign Collateral, Canada, England or Wales, including patents, design patents or utility models, all registrations and recordings thereof, and all applications for letters patent of, in the case of the U.S. Collateral, the United States or, in the case of the Foreign Collateral, Canada, England or Wales, including, in the case of the U.S. Collateral, registrations, recordings and pending applications in the United States Patent and Trademark Office or, in the case of the Foreign Collateral, any similar offices in Canada, England or Wales, and (b) all reissues, continuations, divisions, continuations-in-part, renewals or extensions thereof, and the inventions disclosed or claimed therein, including the right to make, use and/or sell the inventions disclosed or claimed therein.

"*Proceeds*" shall mean, with respect to each Grantor, any consideration received from the sale, exchange, license, lease or other disposition of any asset or property that constitutes Collateral owned by such Grantor, any value received by such Grantor as a consequence of the possession of any such Collateral and any payment received by such Grantor from any insurer or other person or entity as a result of the destruction, loss, theft or other involuntary conversion of whatever nature of any asset or property that constitutes Collateral, any claim of such Grantor against third parties for (and the right to sue and recover for and the rights to damages or profits due or accrued arising out of or in connection with) (a) past, present or future infringement of any Patent now owned or hereafter acquired by such Grantor or licensed under a Patent License, (b) past, present or future infringement or dilution of any Trademark now owned or hereafter acquired by such Grantor or licensed under a Trademark License or injury to the goodwill associated with or symbolized by any Trademark now owned or hereafter acquired by such Grantor, (c) past, present or future breach of any License, (d) past, present or future infringement

of any Copyright now or hereafter owned by such Grantor or licensed under a Copyright License, and (e) any and all other amounts from time to time paid or payable under or in connection with any of such Collateral.

"*Trademark License*" shall mean, with respect to each Grantor, any written agreement, now or hereafter in effect, granting to any third party any right to use any Trademark now owned or hereafter acquired by such Grantor or that such Grantor otherwise has the right to license, or granting to such Grantor any right to use any Trademark now owned or hereafter acquired by any third party, and all rights of such Grantor under any such agreement.

"*Trademarks*" shall mean, with respect to each Grantor, all of the following now owned or hereafter acquired by such Grantor: (a) all trademarks, service marks, trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, and all designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all registration and recording applications filed in connection therewith, including registrations, recordings and applications in, in the case of the U.S. Collateral, the United States Patent and Trademark Office or any State of the United States or, in the case of the Foreign Collateral, any similar offices in Canada, England or Wales or any political subdivision thereof, and all extensions or renewals thereof, and (b) all goodwill associated therewith or symbolized thereby, and (c) all other assets, rights and interests that uniquely reflect or embody such goodwill.

"*U.S. Collateral*" shall mean, with respect to each Grantor, all of the following, whether now owned or hereafter acquired by such Grantor to the extent such Grantor's rights therein arise under United States law: (a) Patents, including all granted Patents, recordings and pending applications, including those listed on Schedule I attached hereto. (b) Trademarks, including all registered Trademarks, registrations, recordings, and pending applications, including those listed on Schedule II attached hereto, (c) Copyrights, including all registered Copyrights, registrations, recordings, supplemental registrations and pending applications, including those listed on Schedule III attached hereto, (d) Licenses, including those listed on Schedule IV hereto, (e) General Intangibles, and (f) all products and Proceeds (including insurance proceeds) of, and additions, improvements and accessions to, and books and records describing or used in connection with, any and all of the property described above, provided that notwithstanding anything contained in this Agreement or any Loan Document to the contrary "U.S. Collateral" shall not include any property of the type specified in clauses (a) through (f) above if the creation, mortgage, pledge, hypothecation or transfer thereof by such Grantor hereunder, would violate the terms of, or otherwise constitute a default or termination or similar event under, or, in the case of Licenses or General Intangibles constituting Licenses or other rights in respect thereof, require, in the reasonable judgment of the senior management of the Parent Borrower, a material adverse change in the economic or legal terms or rights with respect to such property under, any document or instrument to which any Loan Party is a party (other than those documents or instruments between or among the Loan Parties and/or their Affiliates only) relating to the ownership of, or pertaining to any rights or interests held in such property, provided that the terms to be violated or default or termination or similar event that would result in the event of the granting of the Lien hereunder, are typical or customary in connection with the type of document or instrument to which they relate.

"*U.S. Subsidiaries*" shall mean the Subsidiaries (as defined in the Credit Agreement) incorporated or otherwise organized in the United States of America.

SECTION 1.02. *Rules of Interpretation.* The rules of interpretation specified in Section 1.02 of the Credit Agreement shall be applicable to this Agreement.

ARTICLE II

Security Interest

SECTION 2.01. *Security Interest.* As security for the payment or performance, as the case may be, of the Obligations, each Grantor hereby creates, mortgages, pledges, hypothecates and transfers to the Collateral Agent, its successors and assigns, for the benefit of the Secured Parties, and hereby grants to the Collateral Agent, its successors and assigns, for the ratable benefit of the Secured Parties, a continuing first priority security interest in all such Grantor's right, title and interest in, to and under the Collateral, subject to liens permitted under Section 6.02 of the Credit Agreement (the "*Security Interest*"). Without limiting the foregoing, the Collateral Agent is hereby authorized to file one or more financing statements, continuation statements, filings with, in the case of the U.S. Collateral, the United States Patent and Trademark Office or United States Copyright Office (or, in the case of the Foreign Collateral, similar office in Canada, England and Wales), or any other documents for the purpose of perfecting, confirming, continuing, enforcing or protecting the Security Interest granted by such Grantor under the laws of the United States or of Canada, England or Wales, as applicable, without the signature of such Grantor, naming such Grantor as debtor and the Collateral Agent as secured party.

Each Grantor agrees at all times to keep accurate and complete, in all material respects, accounting records with respect to the U.S. Collateral and, on and after the occurrence and during the continuance of a Default, a record of all payments and Proceeds received in respect thereof.

SECTION 2.02. *Further Assurances.* Each Grantor agrees, at its own cost and expense, to promptly execute, acknowledge, deliver and cause to be duly filed all such further instruments and documents and take all such actions as the Collateral Agent may from time to time reasonably request for the better assuring, preserving and perfecting of the Security Interest and the rights and remedies created hereby under the laws of the United States or of Canada, England or Wales, as applicable, including the payment of any fees and taxes required in connection with the execution and delivery of this Agreement, the granting of the Security Interest created hereby, the filing of any financing statements or other documents under the laws of the United States or of Canada, England or Wales, as applicable (including filings with, in the case of the U.S. Collateral, the United States Patent and Trademark Office and the United States Copyright Office or, in the case of the Foreign Collateral, similar offices in Canada, England and Wales) in connection herewith, and the execution and delivery of any document required to supplement this Agreement with respect to any Patents, Trademarks and/or Copyrights applied for, acquired, registered (or for which registration applications are filed) or issued after the date hereof. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, upon the request of the Collateral Agent, such note or instrument shall (to the extent not previously pledged and delivered pursuant to the Pledge Agreement) be immediately pledged and delivered to the Collateral Agent, duly endorsed in a manner satisfactory to the Collateral Agent. Each Grantor agrees promptly to notify the Collateral Agent if any material portion of the Collateral is canceled or overturned, opposed, misappropriated, injured, infringed, lost (other than due to expiration of any issued Patent) or, if applicable, diluted.

SECTION 2.03. *Inspection and Verification.* Without limiting the scope of Section 5.07 of the Credit Agreement, the Collateral Agent and such representatives as the Collateral Agent may reasonably designate shall have the right to inspect, at any reasonable time or times, any of the Collateral, all records related thereto (and to make extracts and copies from such records) and the premises upon which any of the Collateral is located, to discuss any Grantor's affairs with the officers of such Grantor and its independent accountants and to verify under reasonable procedures the validity, amount, quality, quantity, value conditions, and status of or any other matter relating to such Collateral, including, in the case of Collateral in the possession of any third party (with, except after an Event of Default shall have occurred and

during the continuance thereof, the consent of such Grantor, which consent shall not be unreasonably withheld), by contacting such person possessing such Collateral for the purpose of making such a verification. The Collateral Agent shall have the absolute right to share any information it gains from such inspection or verification with any or all of the Secured Parties.

SECTION 2.04. *Taxes; Encumbrances.* At its option, the Collateral Agent may discharge past due taxes, assessments, charges, fees, liens, security interests or other encumbrances at any time levied or placed on any of the Collateral and not permitted under this Agreement or other Loan Documents, and may pay for the maintenance and preservation of any of the Collateral to the extent any Grantor fails to do so to the extent required by this Agreement or the other Loan Documents, and such Grantor agrees to reimburse the Collateral Agent on demand for any payment made or any expense incurred by the Collateral Agent pursuant to the foregoing authorization; *provided, however*, that nothing in this Section 2.04 shall be interpreted as excusing any Grantor from the performance of, or imposing any obligation on the Collateral Agent or any other Secured Party to cure or perform, any covenants or other promises of any Grantor with respect to taxes, assessments, charges, fees, liens, security interests or other encumbrances and maintenance as set forth herein or in the other Loan Documents.

SECTION 2.05. *No Assumption of Liability.* The Security Interest is granted as security only and shall not subject any Secured Party to, or in any way alter or modify, any obligation or liability of any Grantor with respect to or arising out of any of the Collateral.

ARTICLE III

Representations and Warranties

Representations and Warranties. Each Grantor represents and warrants, as to itself and the U.S. Collateral in which the Security Interest is created hereunder, that:

SECTION 3.01. *Validity of Patents, Trademarks and Copyrights.* Each of the Patents, Trademarks and Copyrights comprising the U.S. Collateral is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, except as could not reasonably be expected to have a Material Adverse Effect.

SECTION 3.02. *Title and Authority.* (a) Each Grantor has rights in and good title to the U.S. Collateral shown on the schedules hereto as being owned by it and has full corporate power and authority to grant to the Collateral Agent (for the benefit of the Secured Parties) the Security Interest in the U.S. Collateral pursuant hereto and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other person other than any consent or approval that has been obtained, except, in each case, as could not reasonably be expected to have a Material Adverse Effect.

(b) Each Grantor (i) owns no material United States patents (including all granted patents, recordings and pending applications) that are not listed on Schedule I hereto, (ii) owns no material United States marks and applications for United States marks registered in the United States Patent and Trademark Office that are not listed on Schedule II hereto and (iii) owns no material registrations of United States copyrights and applications for United States copyright registrations that are not listed on Schedule III hereto.

SECTION 3.03. *Filings.* (a) Fully executed financing statements containing a description of the U.S. Collateral shall promptly following the Closing Date be filed of record in every governmental, municipal or other office in every jurisdiction located within the United States as are necessary to publish notice of and protect the validity of and to establish a valid and perfected security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of each item of the U.S. Collateral in which a security interest may be perfected by

filing a financing statement or analogous document in the United States pursuant to the Uniform Commercial Code in such jurisdictions and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in respect of such item of U.S. Collateral pursuant to the Uniform Commercial Code in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements or other documents of similar effect, except as contemplated by paragraph (b) below and filings with respect to after-acquired U.S. Collateral, with respect to which all necessary actions will be promptly taken subsequent to the acquisition of such after-acquired U.S. Collateral.

(b) Each Grantor shall ensure and warrants that fully executed security agreements in the form hereof and containing a description of the Patents and registered Trademarks and application therefor that are included in the U.S. Collateral shall have been received by the United States Patents and Trademark Office within three months after the execution of this Agreement and containing a description of registered Copyrights that are included in the U.S. Collateral shall have been recorded within one month after the execution of this Agreement in the United States Copyright Office pursuant to 35 U.S.C. § 261, 15 U.S.C. § 1060 or 17 U.S.C. § 205 and the regulations thereunder, as applicable, all to the extent required to protect the validity and first priority of and to perfect a valid first priority security interest in favor of the Collateral Agent (for the benefit of the Secured Parties) in respect of the U.S. Collateral in which a security interest may be perfected by filing in the United States, and no further or subsequent filing, refiling, recording, rerecording, registration or reregistration is necessary in respect of the foregoing U.S. Collateral in any such jurisdiction, except as provided under applicable law with respect to the filing of continuation statements (other than such actions as are necessary to perfect the U.S. Collateral Agent's first priority security interest with respect to any U.S. Collateral (or registration or application for registration thereof) acquired or developed after the date hereof).

SECTION 3.04. *Validity of Security Interests.* This Agreement is effective to create in favor of the Collateral Agent, for the ratable benefit of the Secured Parties, a legal, valid, enforceable perfected first priority security interest in the U.S. Collateral to the extent set forth in Section 3.19(d) of the Credit Agreement.

SECTION 3.05. *Information Regarding Names and Locations.* Each Grantor has disclosed in writing to the Collateral Agent on Schedule V any material trade names used to identify it in its business or in the ownership of its properties during the past five years.

SECTION 3.06. *Absence of Other Liens.* The U.S. Collateral is owned by the Grantors free and clear of any Lien of any nature whatsoever (except for Liens expressly permitted by Section 6.02 of the Credit Agreement or hereby and any liens of licenses listed on Schedule IV or VI). Other than as contemplated hereby and by the other Loan Documents, and except as permitted therein, the Grantors have not filed (a) any financing statement or analogous document under the Uniform Commercial Code, (b) any assignment in which any Grantor assigns the U.S. Collateral, or any security agreement or any similar instrument covering any U.S. Collateral, with the United States Patent and Trademark Office, the United States Copyright Office or any similar office in any other country or political subdivision thereof and (c) any assignment in which any Grantor assigns the U.S. Collateral or any security agreement or similar instrument covering any U.S. Collateral with any foreign governmental, municipal or other office.

ARTICLE IV

Covenants

SECTION 4.01. *Covenants Regarding Patent, Trademark and Copyright Collateral.* (a) Each Grantor (either itself or through licensees) will, for each Patent, not do any act, or omit to do any act, whereby any Patent that is material to the conduct of the Grantors'

businesses, taken as a whole, may become invalidated or dedicated to the public, and shall continue to mark, to the extent consistent with past practices and good business judgment, any products covered by a material Patent with the relevant patent number as necessary and sufficient to establish and preserve such Grantor's material rights under applicable patent laws.

(b) Each Grantor (either itself or through its licensees or its sublicensees) will, for each Trademark material to the conduct of the Grantors' businesses, taken as a whole, to the extent consistent with past practices and good business judgment, (i) maintain such Trademark in full force free from any material claim of abandonment or invalidity for nonuse, (ii) maintain the quality of products and services offered under such Trademark to the extent that the failure to do so would result in a Material Adverse Effect, (iii) display such Trademark with notice of federal or foreign registration to the extent necessary and sufficient to establish and preserve such Grantor's material rights under applicable law and (iv) not knowingly use or knowingly permit the use of such Trademark in violation of any material third-party rights.

(c) Each Grantor (either itself or through licensees) will, for each work covered by a material Copyright, to the extent consistent with past practices and good business judgment, continue to publish, reproduce, display, adopt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve such Grantor's material rights under applicable copyright laws.

(d) Each Grantor shall notify the Collateral Agent immediately if it knows or has reason to know that any Patent, Trademark or Copyright material to the conduct of the Grantors' businesses, taken as a whole, may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any such Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(e) In no event shall any Grantor, either itself or through any agent, employee, licensee or designee, file an application for any Patent, Trademark or Copyright (or for the registration of any Trademark or Copyright) with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, unless it promptly informs the Collateral Agent, and, upon request of the Collateral Agent, executes and delivers any and all agreements, instruments, documents and papers as the Collateral Agent may reasonably request to evidence (and, in the case of applications for Trademarks with the United States Patent and Trademark Office, perfect) the Collateral Agent's security interest in such Patent, Trademark or Copyright of such Grantor and the good will and general intangibles of such Grantor relating thereto or represented thereby, and such Grantor hereby appoints the Collateral Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the Obligations are paid in full.

(f) Each Grantor will take all necessary steps that are consistent with good business judgment to maintain and pursue each material application (and to obtain the relevant grant or registration) relating to the Patents, Trademarks and/or Copyrights that are material to the Grantors' businesses, taken as a whole, to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of the Grantors' businesses, taken as a whole, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties.

(g) In the event that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of the Grantors' businesses, taken as a whole, is believed by the

Grantor that has created the Security Interest in such Collateral pursuant hereto to have been infringed, misappropriated or diluted by a third party in any material respect, such Grantor shall notify the Collateral Agent promptly after it learns thereof and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation, or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral.

SECTION 4.02. *Protection of Security.* Each Grantor shall, at its own cost and expense, and to the extent it is entitled to do so legally and contractually, take any and all reasonable actions necessary to defend title to the Collateral owned by such Grantor, or licensed under exclusive license by such Grantor and in each case material to the conduct of such Grantor's business against all persons, to properly maintain, protect and preserve the Collateral and to defend the Security Interest of the Collateral Agent in the Collateral and the priority thereof against any Lien not permitted under the Credit Agreement in each case, except as otherwise permitted by the Credit Agreement.

SECTION 4.03. *Continuing Obligations of the Grantors.* Each Grantor shall remain liable to observe and perform all the conditions and obligations to be observed and performed by it under each License, contract, agreement, interest or obligation relating to the Collateral, all in accordance with the terms and conditions thereof, to the extent consistent with good business practice. Without limiting the foregoing, the Collateral Agent shall have no obligation or liability under any License by reason of or arising out of this Agreement or the granting or the assignment to the Collateral Agent of the Security Interest or the receipt by the Collateral Agent of any payment related to any License pursuant hereto, nor shall the Collateral Agent be required or obligated in any manner to perform or fulfill any of the obligations of any Grantor under or pursuant to any License, or to make any payment, or to make any inquiry as to the nature or the sufficiency of any payment received by it or the sufficiency of any performance by any party under any License, or to present or file any claim, or to take any action to collect or enforce any performance of the payment of any amounts that may have been assigned to it or to which it may be entitled at any time or times.

SECTION 4.04. *Use and Disposition of Collateral.* A Grantor shall not (i) make or permit to be made an assignment, pledge or hypothecation of the Collateral, and shall grant no other security interest in the Collateral (other than pursuant hereto or except as permitted by Section 6.02 of the Credit Agreement and except for the grant of a non-exclusive license with respect thereto in favor of any Affiliate) or (ii) make or permit to be made any transfer of the Collateral (except as aforesaid), and shall remain at all times in possession thereof (except as aforesaid) other than transfers to the Collateral Agent pursuant to the provisions hereof; notwithstanding the foregoing, a Grantor may use and dispose of the Collateral in any lawful manner not in violation of the provisions of this Agreement, the Credit Agreement or any other Loan Document, unless the Collateral Agent shall, after an Event of Default shall have occurred and during the continuance thereof, notify the Parent Borrower not to sell, convey, lease, assign, transfer or otherwise dispose of any Collateral except with respect to any transfer between the Parent Borrower or a Wholly Owned Subsidiary that is a Grantor and the Parent Borrower or a Wholly Owned Subsidiary that is a Grantor.

SECTION 4.05. *Locations of Collateral; Place of Business.* (a) Each Grantor agrees promptly to prepare and deliver to the Collateral Agent at such time or times as the Collateral Agent may reasonably request a duly certified schedule or schedules in form reasonably satisfactory to the Collateral Agent, showing the identity, amount and location (to the extent practicable) of any and all Patents, registered Trademarks, registered Copyrights, applications for the foregoing and Licenses included in the Collateral.

(b) Each Grantor agrees not to change, or permit to be changed, the location of its chief executive office or chief place of business or the name or names used to identify it in its business or in the ownership of its properties unless all filings under the Uniform Commercial

Code or under other applicable laws that are required to be made with respect to the Collateral have been made and the Collateral Agent has a valid, legal and perfected first priority security interest in the Collateral, subject to no liens, other than Liens permitted by Section 6.02 of the Credit Agreement and any liens or licenses listed on Schedule V, and prior notice thereof has been given to the Collateral Agent along with copies of all such filings to be made.

SECTION 4.06. *Future Rights.* (a) If, before the time that all Obligations shall have been paid in full, no Letters of Credit are outstanding and the Secured Parties no longer have Commitments under the Credit Agreement, any Grantor shall obtain rights to any material asset or item that may be considered Collateral, the provisions of Section 2.01 shall automatically apply thereto and each Grantor shall give to the Collateral Agent prompt notice thereof in writing.

(b) With respect to any such material asset or item that may be considered Collateral as set forth in paragraph (a) above, each Grantor shall follow the procedures set forth in Section 3.03, as applicable, to ensure that the Collateral Agent's valid security interest therein is perfected.

SECTION 4.07 *Assignment of Licenses.* Upon and during the continuance of an Event of Default and at the reasonable request of the Collateral Agent, each Grantor shall use its reasonable efforts to obtain all requisite consents or approvals by the licensor of each Copyright License, Patent License or Trademark License to effect the assignment of all of the Grantors' rights, title and interest thereunder to the Collateral Agent or its designee.

SECTION 4.08. *Collateral Agent's Liabilities and Expenses; Indemnification.* (a) Notwithstanding anything to the contrary provided herein, the Collateral Agent assumes no liabilities with respect to any claims regarding each Grantor's ownership (or purported ownership) of, or rights or obligations (or purported rights or obligations) arising from, the Collateral or any use (or actual or alleged misuse), license or sublicense thereof by any Grantor or any licensee of such Grantor, whether arising out of any past, current or future event, circumstance, act or omission or otherwise, or any claim, suit, loss, damage, expense or liability of any kind or nature arising out of or in connection with the Collateral or the production, marketing, delivery, sale or provision of goods or services under or in connection with any of the Collateral. As between the Secured Parties and the Grantors, all of such liabilities shall be borne exclusively by the Grantors.

(b) Each Grantor hereby agrees to pay all expenses of the Collateral Agent and to indemnify the Collateral Agent with respect to any and all losses, claims, damages, liabilities and related expenses in respect of this Agreement or the Collateral in each case to the extent the Parent Borrower is required to do so pursuant to Section 10.05 of the Credit Agreement.

(c) Any amounts payable as provided hereunder shall be additional Obligations secured hereby and by the other Security Documents. Without prejudice to the survival of any other agreements contained herein, all indemnification and reimbursement obligations contained herein shall survive the payment in full of the principal and interest under the Credit Agreement, the expiration of the Letters of Credit and the termination of the Commitments or this Agreement.

ARTICLE V

Remedies

SECTION 5.01. *Power of Attorney.* Upon the occurrence and during the continuance of any Event of Default, subject to prior written notice to the Parent Borrower, the Collateral Agent shall have the right, as the true and lawful attorney-in-fact of the Grantors, with power of substitution for the Grantors and in the Grantors' names, the Collateral Agent's name or otherwise, for the use and benefit of the Secured Parties (a) upon prior notice from the Collateral Agent, to receive, endorse, assign and/or deliver any and all notes, acceptances, checks, drafts,

money orders or other evidences of payment relating to the Collateral or any part thereof; (b) to demand, collect, receive payment of, give receipt for and give discharges and releases of all or any of the Collateral; (c) to sign the name of any Grantor on any invoice relating to any of the Collateral; (d) to commence and prosecute any and all suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or otherwise realize on all or any of the Collateral or to enforce any rights in respect of any Collateral; (e) to settle, compromise, compound, adjust or defend any actions, suits or proceedings relating to or pertaining to all or any of the Collateral owned by any Grantor; (f) to license or, to the extent permitted by any applicable law, sublicense, whether general, special or otherwise, and whether on an exclusive or non-exclusive basis, any of the Collateral owned by any Grantor throughout the world for such term or terms, on such conditions, and in such manner, as the Collateral Agent shall determine (other than in violation of any then existing licensing arrangements to the extent that waivers or other adequate provision cannot be secured therefor); and (g) generally to use, sell, assign, transfer, pledge, make any agreement with respect to or otherwise deal with all or any of the Collateral owned by any Grantor, and to do all other acts and things necessary to carry out the purposes of this Agreement, as fully and completely as though the Collateral Agent were the absolute owner of the Collateral owned by any Grantor for all purposes; *provided, however*, that except as provided for by law or the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions, nothing herein contained shall be construed as requiring or obligating the Collateral Agent to make any commitment or to make any inquiry as to the nature or sufficiency of any payment received by the Collateral Agent, or to present or file any claim or notice, or to take any action with respect to the Collateral or any part thereof or the moneys due or to become due in respect thereof or any property covered thereby, and no action taken by the Collateral Agent or omitted to be taken with respect to the Collateral or any part thereof shall give rise to any defense, counterclaim or offset in favor of any Grantor or to any claim or action against the Collateral Agent. It is understood and agreed that the appointment of the Collateral Agent as the attorney-in-fact of the Grantors for the purposes set forth above in this Section 5.01 is coupled with an interest and is irrevocable. The provisions of this Section 5.01 shall in no event relieve the Grantors of any of their obligations hereunder or under the Credit Agreement or any other Loan Document with respect to the Collateral or any part thereof or impose any obligation on the Collateral Agent or the Secured Parties to proceed in any particular manner with respect to the Collateral or any part thereof, or in any way limit the exercise by the Collateral Agent or any Secured Party of any other or further right that it may have on the date of this Agreement or hereafter, whether hereunder or by law or by the Security Agreement, or otherwise.

SECTION 5.02. *Other Remedies upon Default.* Upon the occurrence and during the continuance of an Event of Default, each Grantor expressly agrees that, subject to prior written notice to the Parent Borrower, the Collateral Agent on demand shall have the right to take any or all of the following actions at the same or different times: with or without legal process and with or without previous notice or demand for performance, to take possession of all tangible manifestations or embodiments of the Collateral and documentation relating thereto and all business records, documents, files, prints and labels with respect to the Collateral, and without liability for trespass to enter any premises where such tangible manifestations or embodiments, business records, documents, files, prints and labels with respect to the Collateral may be located for the purpose of taking possession of or removing such tangible manifestations or embodiments, business records, documents, files, prints and labels with respect to the Collateral, and, generally, to exercise any and all rights afforded to a secured party under the Uniform Commercial Code or other law applicable to any part of the Collateral. Subject to and without limiting the generality of the foregoing, each Grantor agrees that the U.S. Collateral Agent shall have the right, subject to the mandatory requirements of applicable law or any License or other agreement governing the Collateral, to sell or otherwise dispose of all or any part of the Collateral, at public or private sale or at any broker's board or on any securities exchange, for cash, upon credit or for future delivery as the Collateral Agent shall deem appropriate. The Collateral Agent shall be authorized at any such sale (if it deems it advisable to do so) to restrict the prospective bidders or purchasers to persons who will represent and agree that they are purchasing the Collateral for their own account for investment and not with a view to the distribution or sale thereof where the failure to obtain

such a representation and agreement could result in a violation of any applicable securities laws, and upon consummation of any such sale the Collateral Agent shall have the right to assign, transfer and deliver to the purchaser or purchasers thereof the Collateral so sold (subject to mandatory provisions of applicable law or any License or other agreement governing the Collateral). Each such purchaser at any such sale shall hold the property sold absolutely, free from any claim or right on the part of any Grantor, and each Grantor hereby waives (to the extent permitted by law) all rights of redemption, stay and appraisal that such Grantor now has or may at any time in the future have under any rule of law or statute now existing or hereafter enacted.

The Collateral Agent shall give the Grantors at least 10 days' written notice (which each Grantor agrees is reasonable notice within the meaning of Section 9-504(3) of the Uniform Commercial Code as in effect in the State of New York or its equivalent in other jurisdictions) of the Collateral Agent's intention to make any sale of Collateral. Such notice, in the case of a public sale, shall state the time and place for such sale and, in the case of a sale at a broker's board or on a securities exchange, shall state the board or exchange at which such sale is to be made and the day on which the Collateral, or portion thereof, will first be offered for sale at such board or exchange. Any such public sale shall be held at such time or times within ordinary business hours and at such place or places as the Collateral Agent may fix and state in the notice (if any) of such sale. At any such sale, the Collateral, or portion thereof, to be sold may be sold in one lot as an entirety or in separate parcels, as the Collateral Agent may (in its sole and absolute discretion) determine. The Collateral Agent shall not be obligated to make any sale of any Collateral if it shall determine not to do so, regardless of the fact that notice of sale of such Collateral shall have been given. The Collateral Agent may, without notice or publication, adjourn any public or private sale or cause the same to be adjourned from time to time by announcement at the time and place fixed for sale, and such sale may, without further notice, be made at the time and place to which the same was so adjourned. In case any sale of all or any part of the Collateral is made on credit or for future delivery, the Collateral so sold may be retained by the Collateral Agent until the sale price is paid by the purchaser or purchasers thereof, but the Collateral Agent shall not incur any liability in case any such purchaser or purchasers shall fail to take up and pay for the Collateral so sold and, in case of any such failure, such Collateral may be sold again upon like notice to the Grantors. At any public sale made pursuant to this Section 5.02, the Collateral Agent or any Secured Party may to the extent permitted by law bid for or purchase, free from any right of redemption, stay, valuation or appraisal on the part of any Grantor (all said rights being also hereby waived and released to the extent permitted by law), the Collateral or any part thereof offered for sale and may make payment on account thereof by using any claim then due and payable to the Collateral Agent or any Secured Party from any Grantor as a credit against the purchase price, and the Collateral Agent or any Secured Party may, upon compliance with the terms of sale, hold, retain and dispose of such property without further accountability to such Grantor therefor. As an alternative to exercising the power of sale herein conferred upon it, the Collateral Agent may proceed by a suit or suits at law or in equity to foreclose this Agreement and to sell the Collateral or any portion thereof pursuant to a judgment or decree of a court or courts having competent jurisdiction or pursuant to a proceeding by a court-appointed receiver.

SECTION 5.03. *Application of Proceeds of Sale.* The proceeds of any sale of Collateral, as well as any Collateral consisting of cash, shall be applied by the Collateral Agent as follows:

First, to the payment of the reasonable costs and expenses of the Collateral Agent as set forth in Sections 5.01 and 5.02 and in the Credit Agreement;

Second, to the payment of all amounts of the Obligations owed to the Secured Parties in respect of Loans made by them and outstanding and amounts owing in respect of any L/C Disbursement or Letter of Credit or under any Interest/Exchange Rate Protection Agreement, pro rata as among the Secured Parties in accordance with the amount of such Obligations owed them;

Third. to the payment and discharge in full of the Obligations (other than those referred to above), pro rata as among the Secured Parties in accordance with the amount of such Obligations owed to them; and

Fourth. after payment in full of all Obligations, to the applicable Grantor, or its successor or assign thereof, or to whomsoever may be lawfully entitled to receive the same or as a court of competent jurisdiction may direct, any Collateral then remaining.

The Collateral Agent shall have absolute discretion as to the time of application of any such proceeds, moneys or balances in accordance with this Agreement. Upon any sale of the Collateral by the Collateral Agent (including pursuant to a power of sale granted by statute or under a judicial proceeding), the receipt of the Collateral Agent or of the officer making the sale shall be a sufficient discharge to the purchaser or purchasers of the Collateral so sold and such purchaser or purchasers shall not be obligated to see to the application of any part of the purchase money paid over to the Collateral Agent or such officer or be answerable in any way for the misapplication thereof.

SECTION 5.04. *Grant of License to Use Patent, Trademark and Copyright Collateral.* For the purpose of enabling the Collateral Agent to exercise rights and remedies under Article V hereof at such time as the Collateral Agent shall be lawfully entitled to exercise such rights and remedies, each Grantor hereby grants to the Collateral Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to such Grantor) to use, license or sublicense any of the Collateral now owned or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored. The use of such license by the Collateral Agent shall be exercised, at the option of the Collateral Agent for any purpose appropriate in connection with the exercise of remedies hereunder, only upon the occurrence and during the continuance of an Event of Default; *provided* that any license, sublicense or other transaction entered into by the Collateral Agent in accordance herewith shall be binding upon such Grantor notwithstanding any subsequent cure of an Event of Default. The Collateral Agent agrees to apply the net proceeds received from any license as provided in Section 5.03 hereof.

ARTICLE VI

Miscellaneous

SECTION 6.01. *The Collateral Agent Appointed Attorney-in-Fact.* Except as otherwise provided herein, each Grantor hereby appoints the Collateral Agent the attorney-in-fact of such Grantor, effective upon the occurrence and during the continuance of an Event of Default, for the purposes of carrying out the provisions of this Agreement, taking any action and executing any instrument that the Collateral Agent may reasonably deem necessary or advisable to accomplish the purposes hereof, and doing all other acts that such Grantor is obligated to do hereunder. Such appointment is in each case irrevocable and coupled with an interest. Each Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof in accordance with this Agreement.

SECTION 6.02. *Notices.* Notices and other communications provided for herein shall be in writing and given to the Parent Borrower or any Secured Party in the manner provided for in the Credit Agreement.

SECTION 6.03. *Successors and Assigns.* (a) Whenever in this Agreement any of the parties hereto is referred to, such reference shall be deemed to include the permitted successors and assigns of such party, and the terms "Lender", "Fronting Bank" and "Secured Party" shall include each permitted successor and assignee of any Lender, Fronting Bank or Secured Party permitted under Section 9.04 of the Credit Agreement and all covenants, promises and agreements

by or on behalf of the Grantors or the Collateral Agent or that are contained in this Agreement shall bind and inure to the benefit of their respective permitted successors and permitted assigns referred to above.

(b) No Grantor shall assign or delegate any of its rights and duties hereunder.

(c) The covenants, promises and agreements by the Grantors shall inure to the benefit of each Secured Party and each assignee of any Secured Party permitted under Section 9.04 of the Credit Agreement.

SECTION 6.04. *Applicable Law.* PURSUANT TO NYGOL §5-1401, THE PARTIES HERETO AGREE THAT THIS AGREEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT FEDERAL LAW OR LAWS OF ANOTHER STATE OR FOREIGN JURISDICTION MAY APPLY TO PATENTS, TRADEMARKS, COPYRIGHTS, OTHER COLLATERAL OR REMEDIES.

SECTION 6.05. *Waivers; Amendment.* (a) No failure or delay of the Collateral Agent in exercising any power or right hereunder shall operate as a waiver thereof, nor shall any single or partial exercise of any such right or power, or any abandonment or discontinuance of steps to enforce such a right or power, preclude any other right or power. The rights and remedies of the Collateral Agent hereunder and of other Secured Parties under the Loan Documents are cumulative and are not exclusive of any rights or remedies that they would otherwise have. No waiver of any provisions of this Agreement or any other Loan Document or consent to any departure by any Grantor therefrom shall in any event be effective unless the same shall be permitted by paragraph (b) below, and then such waiver or consent shall be effective only in the specific instance and for the purpose for which given. No notice to or demand on any Grantor in any case shall entitle such Grantor to any other or further notice or demand in similar or other circumstances.

(b) Neither this Agreement nor any provision hereof may be waived, amended or modified except pursuant to an agreement or agreements in writing entered into between any Grantor and the Collateral Agent, with the prior written consent of the Required Lenders; *provided, however*, that except as provided herein or in the other Loan Documents, no such agreement shall amend, modify, waive or otherwise affect the rights or duties of the Collateral Agent hereunder without the prior written consent of the Collateral Agent.

SECTION 6.06. *Security Interest Absolute.* All rights of the Collateral Agent hereunder, the security interests granted hereunder and all obligations of the Grantors hereunder shall be absolute and unconditional.

SECTION 6.07. *Survival of Agreement.* All covenants, agreements, representations and warranties made by any Grantor herein and in the certificates or other instruments prepared or delivered in connection with or pursuant to this Agreement or any other Loan Document shall be considered to have been relied upon by the Secured Parties and shall survive the making by the Lenders of the Loans, the execution and delivery to the Lenders of the Loan Documents and the issuance by the Fronting Bank of the Letters of Credit regardless of any investigation made by the Secured Parties or on their behalf and shall continue in full force and effect so long as the principal of or any accrued interest on any Loan or L/C Disbursement or any Fee or any other amount payable under or in respect of this Agreement or any other Loan Document is outstanding and unpaid and so long as the Commitments have not been terminated.

SECTION 6.08. *Binding Effect; Assignments.* This Agreement shall become effective as to any Grantor when a counterpart hereof executed on behalf of such Grantor shall have been delivered to the Collateral Agent, and thereafter shall be binding upon such Grantor and its respective successors and assigns, and shall inure to the benefit of such Grantor and the

Secured Parties and their respective successors and assigns, except that no Grantor shall have the right to assign its rights hereunder or any interest herein (and any such attempted assignment shall be void) except as expressly contemplated by this Agreement or the other Loan Documents.

SECTION 6.09. *Termination; Release.* (a) This Agreement and the security interests granted hereby shall terminate when all the Obligations have been indefeasibly paid in full, the Commitments have been terminated and no Letters of Credit are outstanding.

(b) Upon any sale by any Grantor of any Collateral that is permitted under the Credit Agreement or upon the effectiveness of any written consent to the release of the Security Interest in any Collateral pursuant to Section 9.08 of the Credit Agreement, the Security Interest in such Collateral shall be automatically released.

(c) In connection with any termination or release pursuant to paragraphs (a) and (b), the Collateral Agent shall execute and deliver to each Grantor, at such Grantor's expense, all Uniform Commercial Code termination statements, documents in order to terminate any United States Patent and Trademark Office filings and similar documents that such Grantor shall reasonably request to evidence such termination or release. Any execution and delivery of termination statements or documents pursuant to this Section 6.09 shall be without recourse to or warranty by the Collateral Agent.

SECTION 6.10. WAIVER OF JURY TRIAL. EACH PARTY HERETO HEREBY WAIVES, TO THE FULLEST EXTENT PERMITTED BY APPLICABLE LAW, ANY RIGHT IT MAY HAVE TO A TRIAL BY JURY IN RESPECT OF ANY LITIGATION DIRECTLY OR INDIRECTLY ARISING OUT OF, UNDER OR IN CONNECTION WITH THIS AGREEMENT OR ANY OF THE OTHER LOAN DOCUMENTS. EACH PARTY HERETO (A) CERTIFIES THAT NO REPRESENTATIVE, AGENT OR ATTORNEY OF ANY OTHER PARTY HAS REPRESENTED, EXPRESSLY OR OTHERWISE, THAT SUCH OTHER PARTY WOULD NOT, IN THE EVENT OF LITIGATION, SEEK TO ENFORCE THE FOREGOING WAIVER AND (B) ACKNOWLEDGES THAT IT AND THE OTHER PARTIES HERETO HAVE BEEN INDUCED TO ENTER INTO THIS AGREEMENT AND THE OTHER LOAN DOCUMENTS, AS APPLICABLE, BY, AMONG OTHER THINGS, THE MUTUAL WAIVERS AND CERTIFICATIONS IN THIS SECTION 6.10.

SECTION 6.11. *Severability.* In the event any one or more of the provisions contained in this Agreement or in any other Loan Document should be held invalid, illegal or unenforceable in any respect, the validity, legality and enforceability of the remaining provisions contained herein and therein shall not in any way be affected or impaired thereby (it being understood that the invalidity of a particular provision in a particular jurisdiction shall not in and of itself affect the validity of such provision in any other jurisdiction). The parties shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 6.12. *Jurisdiction; Consent to Service of Process.* (a) Each Grantor hereby irrevocably and unconditionally submits, for itself and its property, to the nonexclusive jurisdiction of any New York State court or Federal court of the United States of America sitting in New York City, and any appellate court from any thereof, in any action or proceeding arising out of or relating to this Agreement or the other Loan Documents, or for recognition or enforcement of any judgment, and each of the parties hereto hereby irrevocably and unconditionally agrees that all claims in respect of any such action or proceeding may be heard and determined in such New York State or, to the extent permitted by law, in such Federal court. Each of the parties hereto agrees that a final judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law. Nothing in this Agreement shall affect any right that any Loan Party or

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

THE IMPERIAL HOME DECOR GROUP INC.,

by 

Name:
Title:

THE IMPERIAL HOME DECOR GROUP (US) LLC,

by 

Name:
Title:
Address:

Facsimile No:

VERNON PLASTICS INC.,

by 

Name:
Title:
Address:

Facsimile No:

WDP INVESTMENTS, INC.,

by 

Name:
Title:
Address

Facsimile No:

MARKETING SERVICE, INC.,

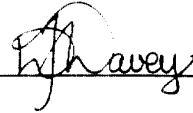
by 

Name:
Title:
Address

Facsimile No:

THE CHASE MANHATTAN BANK,
as Collateral Agent.

by

A handwritten signature in cursive script, appearing to read "W. J. Harvey", is written over a horizontal line.

Name:
Title:
Address:

Facsimile No:

ANNEX I TO
INTELLECTUAL PROPERTY
SECURITY AGREEMENT

SUPPLEMENT NO. [] dated as of [], to the Intellectual Property Security Agreement dated as of March 13, 1998 (the "*Intellectual Property Security Agreement*"), among THE IMPERIAL HOME DECOR GROUP INC., a Delaware corporation (the "*Parent Borrower*") and the U.S. Subsidiaries party hereto (together with the Parent Borrower, the "*Grantors*") and THE CHASE MANHATTAN BANK, a New York banking corporation ("*Chase*"), as Collateral Agent (each capitalized term used but not defined having the meaning given it in the Intellectual Property Security Agreement) for the Secured Parties.

A. Reference is made to the Credit Agreement dated as of March 13, 1998 (as amended or modified from time to time, the "*Credit Agreement*"), among Imperial Home Decor Group Holdings II Limited., a limited company incorporated under the laws of England and Wales, The Imperial Home Decor Group (Canada) ULC, an unlimited liability company organized under the laws of Nova Scotia, Canada the Parent Borrower, the Lenders, The Chase Manhattan Bank of Canada, as Canadian Administrative Agent, Chase, as U.S. Administrative Agent and Collateral Agent, and the Fronting Bank.

B. The Parent Borrower has entered into the Intellectual Property Security Agreement in order to induce the Lenders to make Loans and the Fronting Bank to issue Letters of Credit pursuant to, and upon the terms and subject to the conditions specified in, the Credit Agreement. Pursuant to Section 5.11 of the Credit Agreement, each U.S. Subsidiary that was not in existence or not a U.S. Subsidiary on the date thereof is required to enter into the Intellectual Property Security Agreement as a Grantor upon becoming a U.S. Subsidiary. Section 6.15 of the Intellectual Property Security Agreement provides that additional U.S. Subsidiaries may become Grantors under the Intellectual Property Security Agreement by execution and delivery of an instrument in the form of this Supplement. The undersigned (the "*New Grantor*") is a U.S. Subsidiary and is executing this Supplement in accordance with the requirements of the Credit Agreement to become a Grantor under the Intellectual Property Security Agreement in order to induce the Lenders to make additional Loans and the Fronting Bank to issue additional Letter of Credit and as consideration for Loans previously made and Letters of Credit previously issued.

Accordingly, the Collateral Agent and the New Grantor agree as follows:

SECTION 1. In accordance with Section 6.15 of the Intellectual Property Security Agreement, the New Grantor by its signature below becomes a Grantor under the Intellectual Property Security Agreement with the same force and effect as if originally named therein as a Grantor and the New Grantor hereby agrees to all the terms and provisions of the Intellectual Property Security Agreement applicable to it as a Grantor thereunder. Each reference to a "*Grantor*" in the Intellectual Property Security Agreement shall be deemed to include the New Grantor. The Intellectual Property Security Agreement is hereby incorporated herein by reference.

SECTION 2. The New Grantor represents and warrants to the Secured Parties that this Supplement has been duly authorized, executed and delivered by it and constitutes its legal, valid and binding obligation, enforceable against it in accordance with its terms, subject to the effects of applicable bankruptcy, insolvency or similar laws affecting creditors' rights generally and equitable principles of general applicability.

SECTION 3. This Supplement may be executed in two or more counterparts, each of which shall constitute an original, but all of which, when taken together, shall constitute but one instrument. This Supplement shall become effective when the Collateral Agent shall have received counterparts of this Supplement that, when taken together, bear the signatures of the New Grantor and the Collateral Agent.

SECTION 4. Except as expressly supplemented hereby, the Intellectual Property Security Agreement shall remain in full force and effect.

SECTION 5. PURSUANT TO NYGOL § 5-1401, THE PARTIES HERETO AGREE THAT THIS SUPPLEMENT SHALL BE GOVERNED BY, AND CONSTRUED IN ACCORDANCE WITH, THE LAWS OF THE STATE OF NEW YORK.

SECTION 6. In case any one or more of the provisions contained in this Supplement should be held invalid, illegal or unenforceable in any respect, neither party hereto shall be required to comply with such provision for so long as such provision is held to be invalid, illegal or unenforceable, but the validity, legality and enforceability of the remaining provisions contained herein and in the Intellectual Property Security Agreement shall not in any way be affected or impaired. The parties hereto shall endeavor in good-faith negotiations to replace the invalid, illegal or unenforceable provisions with valid provisions the economic effect of which comes as close as possible to that of the invalid, illegal or unenforceable provisions.

SECTION 7. All communications and notices hereunder shall be in writing and given as provided in the Credit Agreement. All communications and notices hereunder to the New Grantor shall be given to it at the address set forth under its signature, with a copy to the Parent Borrower.

IN WITNESS WHEREOF, the New Grantor and the Collateral Agent have duly executed this Supplement to the Intellectual Property Security Agreement as of the day and year first above written.

[NAME OF NEW GRANTOR],

by

Name:
Title:
Address:

THE CHASE MANHATTAN BANK,
as Collateral Agent,

by

Name:
Title: