

MRD
6.16.98

FORM PTO-1594

06-18-1998



DEPARTMENT OF COMMERCE
Patent and Trademark Office

100742108

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

1. Name of conveying party(ies):

FIGI GRAPHICS, INC.

- Individual(s) Association
- General Partnership Limited Partnership
- Corporation - State of Nevada
- Other _____

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

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

Name: BHF-Bank Aktiengesellschaft

Internal Address:

Street Address: 590 Madison Avenue, 30th Floor

City: New York State: New York

ZIP: 10022-2540

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

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

Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: January 30, 1998

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

If this document is being filed together with a new application, the execution date of the application is:

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: Bradford Breen

Internal Address: Orrick, Herrington & Sutcliffe LLP

Street Address: 666 Fifth Avenue

City: New York State: New York ZIP: 10103

6. Total number of applications and registrations involved:
[10]

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

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: 15-0665
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.

Bradford Breen
Name of Person Signing

Bradford Breen
Signature

June 12
Date

Total number of pages including cover sheet, attachments, and document: [111]

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

TRADEMARK
REEL: 1742 FRAME: 0391

RECEIVED
JUN 16 1998
ASSIGNMENTS

06/17/1998 TTOM11
0000216195753
00.00 DP
025.00 DP

**CONTINUATION OF BOX 4
SCHEDULE OF TRADEMARK REGISTRATIONS AND APPLICATIONS**

Trademarks granted:

SANTA'S CRYSTAL VALLEY	Registration no. 1,957,554
STAND-UPS	Registration no. 1,923,692
FRIDGIES	Registration no. 1,658,113

Trademark applications pending:

TWEETIE TOWN	Application no. 75/190,951
SNUGGLE BUDDIES	Application no. 75/187,865
SANTA'S CRYSTAL TOWN	Application no. 74/648,749
FIGI	Application no. 75/418,706
FIGI & Design	Application no. 75/418,704
FIGI GRAPHICS	Application no. 75/418,651
FIGI GRAPHICS & Design	Application no. 75/418,654

EXECUTION COPY

SECURITY AGREEMENT

SECURITY AGREEMENT, dated as of January 30, 1998, made by FIGI GRAPHICS, INC., a Nevada corporation (the "*Company*"), in favor of BHF-BANK AKTIENGESELLSCHAFT, as Agent (in such capacity, the "*Agent*") for the Lenders (the "*Lenders*") parties to the Credit Agreement, dated as of December 22, 1997, as amended through January 30, 1998 (as further amended, supplemented or otherwise modified from time to time, the "*Credit Agreement*"), among the Giftware Holdings, Inc. (the "*Borrower*"), the Lenders and the Agent.

W I T N E S S E T H :

WHEREAS, pursuant to the Credit Agreement, the Lenders have severally agreed to make loans to the Borrower (as such term is defined in the Credit Agreement) and the Issuing Lender (as such term is defined in the Credit Agreement) has agreed to issue letters of credit for the account of the Borrower, in each case, upon the terms and subject to the conditions set forth therein, to be evidenced by the Notes issued by the Borrower thereunder; and it is a condition precedent to the obligation of the Lenders to make their respective loans to the Borrower and for the Issuing Lender to issue letters of credit for the account of the Borrower under the Credit Agreement that the Company shall have executed and delivered to the Agent, for the ratable benefit of the Lenders, this Security Agreement.

NOW, THEREFORE, in consideration of the premises and to induce the Agent and the Lenders to enter into the Credit Agreement and to induce the Lenders to make their respective Loans to the Borrower and the Issuing Lender to issue letters of credit for the account of the Company under the Credit Agreement, the Company hereby agrees with the Agent, for the ratable benefit of the Lenders, as follows:

1. **Defined Terms.** Unless otherwise defined herein, terms which are defined in the Credit Agreement and used herein are so used as so defined; the following terms which are defined in the Uniform Commercial Code in effect in the State of New York on the date hereof are used herein as so defined: "Accounts," "Chattel Paper," "Documents," "Equipment," "General Intangibles," "Instruments," "Inventory," "Investment Property," "Proceeds," "Security," or "Securities." The following terms shall have the following meanings:

"*Code*" means the Uniform Commercial Code as from time to time in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Security Agreement.

"Contract" means each contract or agreement to which the Company is a party, as the same may from time to time be amended, supplemented or otherwise modified, including, without limitation, (a) all rights of the Company to receive moneys due and to become due to it thereunder or in connection therewith (including, without limitation, any franchise or license fees or other amounts payable to the Company pursuant to any franchise or similar agreement entered into by the Company) and (b) all rights of the Company to perform, to require or accept performance, and to exercise all remedies thereunder.

"Copyrights" means any and all of the protections under Title 17 of the United States Code granting exclusive ownership rights to the copyright owner in original works of authorship fixed in any tangible medium of expression, now known or later developed, from which they can be perceived, reproduced, or otherwise communicated, either directly or with the aid of a machine or device.

"Copyright License" means all agreements, whether written or oral, providing for the grant by the Company, or the grant to the Company, of any right to use any Copyright.

"Deposit Account" means a demand, time, savings, passbook or like account maintained with a bank, savings and loan association, credit union or like organization other than an account evidenced by a negotiable certificate of deposit.

"Excluded License" means any license agreement to which the Company is a party, the terms of which require the consent of the counterparty(ies) to such contract to the creation of a security interest in the rights of the Company thereunder where such consent has not been obtained by the Company.

"Intellectual Property" means the Copyrights, the Copyright Licenses, the Trademarks, the Trademark Licenses, the Patents and the Patent Licenses.

"Obligations" means the Payment Obligations (as such term is defined in the Credit Agreement), including, without limitation, interest accruing after the maturity of the Loans and interest accruing after the filing of any petition in bankruptcy, or the commencement of any insolvency, reorganization or like proceeding, relating to the Borrower, whether or not a claim for post-filing or post-petition interest is allowed in such proceeding.

"Patents" means (a) all letters patent of the United States or any other country and all reissues, continuations and extensions thereof, and (b) all applications for letters

patent of the United States or any other country and all divisions, continuations and continuations-in-part thereof.

"Patent License" means all agreements, whether written or oral, providing for the grant by the Company, or the grant to the Company, of any right to manufacture, use, sell, offer for sale or import any invention covered by a Patent.

"Security Agreement" means this Security Agreement, as amended, supplemented or otherwise modified from time to time.

"Trademarks" means (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos and other source or business identifiers, and the goodwill associated therewith, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, whether in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, or otherwise and (b) all renewals thereof, in each case, together with all of the goodwill of the business of the Company associated therewith and symbolized thereby.

"Trademark License" means any agreement, written or oral, providing for the grant by the Company, or the grant to the Company, of any right to use any Trademark.

"Vehicles" means all cars, trucks, trailers, construction and earth moving equipment and other vehicles covered by a certificate of title or similar law of any state and shall include all tires and other appurtenances to any of the foregoing.

2. Grant of Security Interest.

(a) **Collateral.** As collateral security for the prompt and complete payment and performance when due (whether at the stated maturity, by acceleration or otherwise) of the Obligations, the Company hereby grants to the Agent for the ratable benefit of the Lenders a security interest in all of the Company's property, including, without limitation, the following property of the Company, whether now owned or at any time hereafter acquired by the Company, or in which the Company now has or at any time in the future may acquire any right, title or interest (collectively, the **"Collateral"**):

- (i) all Accounts;
- (ii) all Chattel Paper;
- (iii) all Contracts;

- (iv) all Copyrights, including without limitation the Copyrights listed on Schedule I hereto;
- (v) all Copyright Licenses;
- (vi) all Deposit Accounts;
- (vii) all Documents;
- (viii) all Equipment;
- (ix) all General Intangibles;
- (x) all Instruments;
- (xi) all Inventory;
- (xii) all Investment Property;
- (xiii) any Security (including, without limitation any Security issued by a Subsidiary of the Company);
- (xiv) all Trademarks, including without limitation the Trademarks listed on Schedule I hereto;
- (xv) all Trademark Licenses;
- (xvi) all Patents, including without limitation the Patents listed on Schedule I hereto;
- (xvii) all Patent Licenses;
- (xviii) all Vehicles; and
- (xix) to the extent not otherwise included, all Proceeds and products of any and all of the foregoing.

(b) Excluded Property. Until the relevant consent has been obtained, there shall be excluded from the security interest created by Section 2(a) any Excluded License, to the extent that the term in the Excluded License requiring such consent is effective under applicable law. With regard to each Excluded License, the Company undertakes to use reasonable endeavours to obtain the consent of the relevant counterparty to the creation of the security interest contained in Section 2(a) as soon as reasonably practicable and to keep the Agent informed of the progress of its negotiations with such third parties. Upon receipt of the relevant third party's consent, the relevant Excluded License shall thereupon become subject to a security interest in favor of the Agent pursuant to the terms of Section 2(a).

3. Rights of Agent and Lenders; Limitations on Agent's and Lenders' Obligations.

(a) Company Remains Liable under Accounts and Contracts. Anything herein to the contrary notwithstanding, the Company shall remain liable under each of the Accounts and Contracts to observe and perform all the conditions and obligations to be observed and performed by it thereunder, all in accordance with the terms of any agreement giving rise to each such Account and in accordance with and pursuant to the terms and provisions of each such Contract. Neither the Agent nor any Lender shall have any obligation or liability under any Account (or any agreement giving rise thereto) or under any Contract by reason of or arising out of this Security Agreement or the receipt by the Agent or any such Lender of any payment relating to such Account or Contract pursuant hereto, nor shall the Agent or any Lender be obligated in any manner to perform any of the obligations of the Company under or pursuant to any Account (or any agreement giving rise thereto) or under or pursuant to any Contract, to make any payment, to make any inquiry as to the nature or the sufficiency of any payment received by it or as to the sufficiency of any performance by any party under any Account (or any agreement giving rise thereto) or under any Contract, to present or file any claim, to take any action to enforce any performance or to collect the payment of any amounts which may have been assigned to it or to which it may be entitled at any time or times.

(b) Notice to Account Debtors and Contracting Parties. Upon the written request of the Agent at any time after the occurrence and during the continuance of an Event of Default, (i) the Company shall notify account debtors on the Accounts and parties to the Contracts that, pursuant to the terms of this Security Agreement, payments in respect thereof shall be made directly to the Agent for the ratable benefit of the Lenders; and (ii) the Agent may in its own name or in the name of others communicate with account debtors on the Accounts and parties to the Contracts to verify with them to its satisfaction the existence, amount and terms of any Accounts or Contracts.

(c) Analysis of Accounts. The Agent shall have the right to make test verifications of the Accounts in any manner and through any medium that it reasonably considers advisable, and the Company shall furnish all such assistance and information as the

Agent may reasonably require in connection therewith. Up to once per year or, after the occurrence and during the continuance of an Event of Default, at any time, upon the Agent's reasonable request and at the expense of the Company, the Company shall cause independent public accountants or others satisfactory to the Agent to furnish to the Agent reports showing reconciliations, aging and test verifications of, and trial balances for, the Accounts.

(d) Collections on Accounts. The Agent hereby authorizes the Company to collect the Accounts, and the Agent may curtail or terminate said authority at any time after the occurrence and during the continuance of an Event of Default. If required by the Agent at any time after the occurrence and during the continuance of an Event of Default, any payments of Accounts, when collected by the Company, shall be forthwith (and, in any event, within two Business Days) deposited by the Company in the exact form received, duly indorsed by the Company to the Agent if required, in a special collateral account maintained by the Agent, subject to withdrawal by the Agent for the account of the Lenders only, as hereinafter provided, and, until so turned over, shall be held by the Company in trust for the Agent and the Lenders, segregated from other funds of the Company. Each deposit of any such Proceeds shall be accompanied by a report identifying in reasonable detail the nature and source of the payments included in the deposit. All Proceeds constituting collections of Accounts while held by the Agent (or by the Company in trust for the Agent and the Lenders in accordance with the preceding sentence) shall continue to be collateral security for all of the Obligations and shall not constitute payment thereof until applied as hereinafter provided. If an Event of Default shall have occurred and be continuing, at the Agent's election, the Agent shall apply all or any part of the funds on deposit in said special collateral account on account of the Obligations in such order as the Agent may elect, and any part of such funds which the Agent elects not so to apply and deems not required as collateral security for the Obligations shall be paid over from time to time by the Agent to the Company or to whomsoever may be lawfully entitled to receive the same. At the Agent's request, upon the occurrence and continuance of an Event of Default, the Company shall deliver to the Agent complete and correct copies of all Contracts and all original Chattel Paper and Instruments which gave rise to, or evidence or relate to, the Accounts.

4. Representations and Warranties. The Company hereby represents and warrants to the Agent and the Lenders that:

(a) Title; No Other Liens. Except for the Lien granted to the Agent for the ratable benefit of the Lenders pursuant to this Security Agreement and the other Liens permitted to exist on the Collateral pursuant to the Credit Agreement, the Company owns each item of the Collateral free and clear of any and all Liens or claims of others. No security agreement, financing statement or other public notice with respect to all or any part of the Collateral is on file or of record in any public office, except such as may have been filed in favor of the Agent, for the ratable benefit of the Lenders, pursuant to this Security Agreement or as may be permitted pursuant to the Credit Agreement.

(b) Perfected First-Priority Liens. Except as permitted pursuant to the Credit Agreement, the Liens granted pursuant to this Security Agreement will constitute, upon completion of the filings contemplated hereunder and under the Credit Agreement, perfected Liens on the Collateral in favor of the Agent, for the ratable benefit of the Lenders, which are prior to all other Liens on the Collateral created by the Company and in existence on the date hereof and which are enforceable as such against all creditors of and purchasers from the Company and against any owner or purchaser of the real property where any of the Equipment is located and any present or future creditor obtaining a Lien on such real property.

(c) Accounts. The amounts represented by the Company to the Lenders from time to time as owing or by all account debtors in respect of the Accounts will at such time be accurate in all material respects. No amount payable to the Company under or in connection with any Account is evidenced by any Instrument or Chattel Paper which has not been delivered to the Agent. The place where the Company keeps its records concerning the Accounts is the office of the Company located at 3636 Gateway Center, San Diego, California 92102.

(d) Contracts. No consent of any party (other than the Company) to any material Contract is required, or purports to be required, in connection with the execution, delivery and performance of this Security Agreement. Each material Contract is in full force and effect and constitutes a valid and legally enforceable obligation of the Company and, to the knowledge of the Company, the other parties thereto, except as enforceability may be limited by bankruptcy, insolvency, reorganization, moratorium or similar laws affecting the enforcement of creditors' rights generally. No consent or authorization of, filing with or other act by or in respect of any Governmental Authority is required in connection with the execution, delivery, performance, validity or enforceability of any of the material Contracts by the Company and, to the knowledge of the Company, the other parties thereto other than those which have been duly obtained, made or performed, are in full force and effect and do not subject the scope of any such Contract to any material adverse limitation, either specific or general in nature. Neither the Company nor (to the best of the Company's knowledge) any other party to any material Contract is in default or is likely to become in default in the performance or observance of any of the terms thereof. The Company has fully performed all its obligations under each material Contract. The right, title and interest of the Company in, to and under each material Contract are not, to the knowledge of the Company, subject to any defense, offset, counterclaim or claim materially adversely affecting the value of such Collateral, nor have any of the foregoing been alleged against the Company as to any material Contract. No amount payable to the Company in excess of \$10,000 under or in connection with any Contract is evidenced by any Instrument or Chattel Paper which has not been delivered to the Agent.

(e) Inventory and Equipment. The Inventory and the Equipment are kept at the locations listed on Schedule II hereto.

(f) Chief Executive Office. The Company's chief executive office and chief place of business is located at 3636 Gateway Center, San Diego, California 92102.

(g) Copyrights, Patents and Trademarks. Schedule I hereto includes all Intellectual Property owned by the Company in its own name as of the date hereof. Each Copyright, Patent and Trademark is valid, subsisting, unexpired, enforceable and has not been abandoned. Except as set forth in such Schedule, none of such Intellectual Property is the subject of any licensing or franchise agreement, or any security agreement or other encumbrance. Specifically, and without limitation, the Company is the sole owner of record as set forth in the records of the U.S. Copyright Office for each of the U.S. Copyright registrations listed on Schedule I hereto and there are no other assignments, transfers, liens, security interests or other encumbrances recorded in the U.S. Copyright Office against these registrations. No holding, decision or judgment has been rendered by any Governmental Authority which would limit, cancel or question the validity of any Copyright, Patent or Trademark. No action or proceeding is pending (i) seeking to limit, cancel or question the validity of any Copyright, Patent or Trademark, or (ii) which, if adversely determined, would have a material adverse effect on the value of any Copyright, Patent or Trademark.

(h) Governmental Obligors. None of the obligors on any Accounts, and none of the parties to any Contracts, is a Governmental Authority.

5. Covenants. The Company covenants and agrees with the Agent and the Lenders that, from and after the date of this Security Agreement until the Obligations are paid in full and the Revolving Credit Loan Commitments have terminated:

(a) Further Documentation; Pledge of Instruments and Chattel Paper. At any time and from time to time, upon the written request of the Agent, and at the sole expense of the Company, the Company will promptly and duly execute and deliver such further instruments and documents and take such further action as the Agent may reasonably request for the purpose of obtaining or preserving the full benefits of this Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Uniform Commercial Code in effect in any jurisdiction with respect to the Liens created hereby or any document (including this Security Agreement) with the U.S. Patent and Trademark Office, U.S. Copyright Office or elsewhere. The Company also hereby authorizes the Agent to file any such financing or continuation statement without the signature of the Company to the extent permitted by applicable law. A carbon, photographic or other reproduction of this Security Agreement shall be sufficient as a

financing statement for filing in any jurisdiction where permitted. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any Instrument or Chattel Paper evidencing an obligation in excess of \$10,000 (other than any check payable in immediately available funds and received in the ordinary course of business), or if the Company shall acquire any Security of a Subsidiary, such Instrument, Chattel Paper or Security (if certificated) shall be immediately delivered to the Agent, duly endorsed in a manner satisfactory to the Agent, to be held as Collateral pursuant to this Security Agreement, and, with respect to any such Security (whether certificated or uncertificated), the Company shall take, or cause to be taken, any action required under Article 8 of the Code to create and/or perfect a first-priority Lien therein in favor of the Agent for the benefit of the Lenders. Notwithstanding any of the foregoing, nothing contained herein shall be interpreted to limit the Borrower's obligations under subsection 9.12 of the Credit Agreement.

(b) Indemnification. The Company agrees to pay, and to save the Agent and the Lenders harmless from, any and all liabilities, costs and expenses (including, without limitation, reasonable legal fees and expenses) incurred by the Agent or the Lenders (i) with respect to, or resulting from, any delay in paying any and all excise, sales or other taxes which may be payable or determined to be payable with respect to any of the Collateral, (ii) with respect to, or resulting from, any delay in complying with any Requirement of Law applicable to any of the Collateral or (iii) in connection with any of the transactions contemplated by this Security Agreement (except that the foregoing shall not apply to any such liabilities, costs or expenses resulting from the gross negligence or intentional misconduct of the Agent or any Lender). In any suit, proceeding or action brought by the Agent or any Lender under any Account or Contract for any sum owing thereunder, or to enforce any provisions of any Account or Contract, the Company will save, indemnify and keep the Agent and such Lender harmless from and against all expense, loss or damage suffered by reason of any defense, setoff, counterclaim, recoupment or reduction or liability whatsoever of the account debtor or obligor thereunder, arising out of a breach by the Company of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such account debtor or obligor or its successors from the Company.

(c) Maintenance of Records. The Company will keep and maintain at its own cost and expense satisfactory and complete records of the Collateral, including, without limitation, a record of all payments received and all credits granted with respect to the Accounts. For the Agent's and the Lenders' further security, the Agent, for the ratable benefit of the Lenders, shall have a security interest in all of the Company's books and records pertaining to the Collateral.

(d) Compliance with Laws, etc. The Company will comply in all material respects with all Requirements of Law applicable to the Collateral or any part thereof

or to the operation of the Company's business; *provided, however*, that the Company may contest any Requirement of Law in any reasonable manner which shall not, in the reasonable opinion of the Agent, adversely affect the Agent's or the Lenders' rights or the priority of their Liens on the Collateral.

(e) Compliance with Terms of Contracts, etc. The Company will perform and comply in all material respects with all of its material obligations under the Contracts and all of its other Contractual Obligations relating to the Collateral.

(f) Payment of Obligations. The Company will pay promptly when due all taxes, assessments and governmental charges or levies imposed upon the Collateral or in respect of its income or profits therefrom, as well as all claims of any kind (including, without limitation, claims for labor, materials and supplies) against or with respect to the Collateral, except that no such charge need be paid if (i) the validity thereof is being contested in good faith by appropriate proceedings, (ii) such proceedings do not involve any material risk of the sale, forfeiture or loss of any of the Collateral or any interest therein and (iii) such charge is adequately reserved against on the Company's books in accordance with GAAP.

(g) Limitation on Liens on Collateral. The Company will not create, incur or permit to exist, will defend the Collateral against, and will take such other action as is necessary to remove, any Lien or claim on or to the Collateral, other than the Liens created hereby and other than as permitted pursuant to the Credit Agreement, and will defend the right, title and interest of the Agent and the Lenders in and to any of the Collateral against the claims and demands of all Persons whomsoever.

(h) Limitations on Dispositions of Collateral. The Company will not sell, transfer, lease or otherwise dispose of any of the Collateral, or attempt, offer or contract to do so except as, and to the extent permitted, in the Credit Agreement.

(i) Limitations on Modifications, Waivers, Extensions of Contracts and Agreements Giving Rise to Accounts. The Company will not (i) amend, modify or waive any provision of any material Contract or any agreement giving rise to a material Account in any manner that would reasonably be likely to materially adversely affect the value of such Contract or Account as Collateral or the value of the Collateral as a whole, (ii) terminate any Contract or any agreement giving rise to an Account unless (a) the Company reasonably determines that such Contract or agreement is no longer necessary in the Company's business and (b) the termination of such Contract or agreement would not reasonably be likely to materially adversely affect the value of the Collateral as a whole, or (iii) fail to use its reasonable efforts to exercise promptly and diligently each and every material right which it may have under each material Contract and each agreement giving rise to a material Account (other than any right of termination).

(j) Limitations on Discounts, Compromises, Extensions of Accounts. Other than in the ordinary course of business of the Company, the Company will not grant any extension of the time of payment of any of the Accounts, or compromise, compound or settle the same for less than the full amount thereof, or release, wholly or partially, any Person liable for the payment thereof, or allow any credit or discount whatsoever thereon in any manner that, in any such case, would materially impair the value of the Collateral taken as a whole.

(k) Maintenance of Equipment. The Company will maintain each item of Equipment useful and necessary in its business in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by the elements excepted, and will provide, or cause others to provide, all maintenance, service and repairs necessary for such purpose.

(l) Maintenance of Insurance. The Company will maintain all insurance required under the Credit Agreement.

(m) Further Identification of Collateral. The Company will furnish to the Agent from time to time statements and schedules further identifying and describing the Collateral and such other reports in connection with the Collateral as the Agent may reasonably request, all in reasonable detail.

(n) Notices. The Company will advise the Agent promptly, in reasonable detail, at its address set forth in the Credit Agreement, (i) of any Lien (other than Liens created hereby or permitted under the Credit Agreement) on, or material claim asserted against, any of the Collateral and (ii) of the occurrence of any other event which could reasonably be expected to have a material adverse effect on the aggregate value of the Collateral or on the Liens created hereunder.

(o) Changes in Locations, Name, etc. The Company will not without at least 30 days prior written notice to the Agent (i) change the location of its chief executive office/chief place of business from that specified in Section 4(f) or remove its books and records from the location specified in Section 4(c), (ii) permit any of the Inventory or Equipment to be kept at a location other than those listed on Schedule II hereto or (iii) change its name, identity or corporate structure to such an extent that any financing statement filed by the Agent in connection with this Security Agreement would become seriously misleading.

(p) Copyrights, Patents and Trademarks.

(i) The Company will, except with respect to any Trademark that the Company shall reasonably determine is of negligible economic value to it, (i) continue to use each Trademark in connection with its business in order to maintain such Trademark in full force and effect, free from any claim of abandonment for non-use, (ii) maintain as in the past the quality of products and services offered in connection with such Trademark, (iii) employ such Trademark with the appropriate notice of registration, (iv) not adopt or use any mark which is confusingly similar to, or a colorable imitation of, such Trademark unless the Agent, for the ratable benefit of the Lenders, shall obtain a perfected security interest in such mark pursuant to this Security Agreement, and (v) not do or permit to be done any act or knowingly omit to do or cause to be done any act whereby any Trademark may become invalidated.

(ii) The Company will, except with respect to any Copyright that the Company shall, in the exercise of its sound business judgment, reasonably determine is of negligible economic value or any Copyright which, if discontinued, abandoned or not used would not have a Material Adverse Effect, (i) continue to maintain such Copyright in full force and effect, (ii) maintain as in the past the quality of products and services offered in connection with such Copyright and (iii) not do or permit to be done any act or knowingly omit to do or cause to be done any act whereby any Copyright may become invalidated, or the underlying work otherwise enter the public domain before the maximum terms of protection have expired.

(iii) The Company will notify the Agent immediately if it knows, or has reason to know, that any application or registration relating to any Copyright, Patent or Trademark may become abandoned or dedicated, or of any adverse determination or development (including, without limitation, the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or elsewhere) regarding the Company's ownership of any Copyright, Patent or Trademark or its right to register the same or to keep and maintain the same.

(iv) Whenever the Company, either by itself or through any agent, employee, licensee or designee, shall file an application for the registration of any Copyright, Patent or Trademark with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, the Company shall report such filing to the Agent within five Business Days after the last day

of the fiscal quarter in which such filing occurs. Upon request of the Agent, the Company shall execute and deliver any and all agreements, instruments, documents, and papers as the Agent may request to evidence the Agent's and the Lenders' security interest in any Copyright, Patent or Trademark and the goodwill and general intangibles of the Company relating thereto or represented thereby, and the Company hereby constitutes the Agent its attorney-in-fact to execute and file all such writings for the foregoing purposes, to the extent permitted by applicable law, 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 and the Revolving Credit Loan Commitments have terminated.

(v) Subject to clause (i) above, the Company will take all reasonable and necessary steps, including, without limitation, in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any similar office or agency in any other country or any political subdivision thereof, to maintain and pursue each application (and to obtain the relevant registration) and to maintain each registration of the Copyrights, Patents and Trademarks, including, without limitation, filing of applications for renewal, affidavits of use and affidavits of incontestability.

(vi) In the event that any Copyright, Patent or Trademark included in the Collateral is infringed, misappropriated or diluted by a third party in any manner that would diminish the value thereof in any material respect, the Company shall promptly notify the Agent after it learns thereof and shall, unless the Company shall reasonably determine that such Copyright, Patent or Trademark is of negligible economic value to the Company, which determination the Company shall promptly report to the Agent, promptly take such other actions as the Company shall reasonably deem appropriate under the circumstances to protect such Copyright, Patent or Trademark, including to sue for infringement, misappropriation or dilution, to seek injunctive relief where appropriate and to recover any and all damages for such infringement, misappropriation or dilution.

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

(r) Vehicles. The Company will maintain each Vehicle in good operating condition, ordinary wear and tear and immaterial impairments of value and damage by

the elements excepted, and will provide all maintenance, service and repairs necessary for such purpose. Within 60 days of the date hereof, and, with respect to any Vehicles acquired by the Company subsequent to the date hereof, within 30 days after the date of acquisition thereof, all applications for certificates of title or ownership indicating the Agent's and the Lenders' first-priority Lien on the Vehicle covered by such certificate, and any other necessary documentation, shall be filed in each office in each jurisdiction which the Agent shall deem advisable to perfect its Liens on the Vehicles.

6. Agent's Appointment as Attorney-in-Fact.

(a) Powers. The Company hereby irrevocably constitutes and appoints the Agent and any officer or agent thereof, with full power of substitution, as its true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of the Company and in the name of the Company or in its own name, from time to time in the Agent's discretion, for the purpose of carrying out the terms of this Security Agreement to the extent permitted by applicable law, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to accomplish the purposes of this Security Agreement, and, without limiting the generality of the foregoing, the Company hereby gives the Agent the power and right, on behalf of the Company, without notice to or assent by the Company, to do the following:

(i) in the case of any Account, at any time when the authority of the Company to collect the Accounts has been curtailed or terminated pursuant to the first sentence of Section 3(d) hereof, or in the case of any other Collateral, at any time when any Event of Default shall have occurred and is continuing, in the name of the Company or its own name, or otherwise, to take possession of and indorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral and to file any claim or to take any other action or proceeding in any court of law or equity or otherwise deemed appropriate by the Agent for the purpose of collecting any and all such moneys due under any Account, Instrument, General Intangible or Contract or with respect to any other Collateral whenever payable;

(ii) if the Company shall have failed to do the same, to pay or discharge taxes and Liens levied or placed on or threatened against the Collateral, to effect any repairs or any insurance called for by the terms of this Security Agreement and to pay all or any part of the premiums therefor and the costs thereof; and

(iii) upon the occurrence and during the continuance of any Event of Default, (A) to direct any party liable for any payment under any of the

Collateral to make payment of any and all moneys due or to become due thereunder directly to the Agent or as the Agent shall direct; (B) to ask or demand for, collect, receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any Collateral; (C) to sign and indorse any invoices, freight or express bills, bills of lading, storage or warehouse receipts, drafts against debtors, assignments, verifications, notices and other documents in connection with any of the Collateral; (D) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any thereof and to enforce any other right in respect of any Collateral; (E) to defend any suit, action or proceeding brought against the Company with respect to any Collateral; (F) to settle, compromise or adjust any suit, action or proceeding described in clause (E) above and, in connection therewith, to give such discharges or releases as the Agent may deem appropriate; (G) generally, to sell, transfer, pledge and make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though the Agent were the absolute owner thereof for all purposes, and to do, at the Agent's option and the Company's expense, at any time, or from time to time, all acts and things that the Agent deems necessary to protect, preserve or realize upon the Collateral and the Agent's and the Lenders' Liens thereon and to effect the intent of this Security Agreement, all as fully and effectively as the Company might do.

The foregoing power of attorney is a power coupled with an interest and shall be irrevocable.

(b) Other Powers. The Company also authorizes the Agent, at any time and from time to time, to execute, in connection with the sale provided for in Section 9 hereof, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral.

(c) No Duty on Agent or Lenders' Part. The powers conferred on the Agent hereunder are solely to protect the Agent's and the Lenders' interests in the Collateral and shall not impose any duty upon the Agent to exercise any such powers. The Agent and the Lenders shall be accountable only for amounts that they actually receive as a result of the exercise of such powers, and neither they nor any of their officers, directors, employees or agents shall be responsible to the Company for any act or failure to act hereunder, except for their own gross negligence or willful misconduct.

7. Performance by Agent of Company's Obligations. If the Company fails to perform or comply with any of its agreements contained herein and the Agent, as provided for by the terms of this Security Agreement, shall itself perform or comply, or

otherwise cause performance or compliance, with such agreement, the expenses of the Agent incurred in connection with such performance or compliance, together with interest thereon at a rate *per annum* equal to the default rate prescribed by subsection 5.6(b) of the Credit Agreement, shall be payable by the Company to the Agent on demand and shall constitute Obligations secured hereby.

8. Proceeds. Except as may otherwise be required or permitted pursuant to Section 3(d), it is agreed that if an Event of Default shall occur and be continuing (a) all Proceeds received by the Company consisting of cash, checks and other near-cash items shall be held by the Company in trust for the Agent and the Lenders, segregated from other funds of the Company, and shall, forthwith upon receipt by the Company, be turned over to the Agent in the exact form received by the Company (duly indorsed by the Company to the Agent, if required), and (b) any and all such Proceeds received by the Agent (whether from the Company or otherwise) may, in the sole discretion of the Agent, be held by the Agent for the ratable benefit of the Lenders as collateral security for, and/or then or at any time thereafter may be applied by the Agent against, the Obligations (whether matured or unmatured), such application to be in such order as the Agent shall elect. Any balance of such Proceeds remaining after the Obligations shall have been paid in full and the Revolving Credit Loan Commitments shall have been terminated shall be paid over to the Company or to whomsoever may be lawfully entitled to receive the same.

9. Remedies. If an Event of Default shall occur and be continuing, the Agent, on behalf of the Lenders, may exercise, in addition to all other rights and remedies granted to them in this Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Code. Without limiting the generality of the foregoing, the Agent, without demand of performance or other demand, presentment, protest, advertisement or notice of any kind (except any notice required under the Credit Agreement or by law referred to below) to or upon the Company or any other Person (all and each of which demands, defenses, advertisements and notices are hereby waived), may in such circumstances forthwith collect, receive, appropriate and realize upon the Collateral, or any part thereof, and/or may forthwith sell, lease, assign, give option or options to purchase, or otherwise dispose of and deliver the Collateral or any part thereof (or contract to do any of the foregoing), in one or more parcels at public or private sale or sales, at any exchange, broker's board or office of the Agent or elsewhere upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk. The Agent or any Lender shall have the right upon any such public sale or sales, and, to the extent permitted by law, upon any such private sale or sales, to purchase the whole or any part of the Collateral so sold, free of any right or equity of redemption in the Company, which right or equity is hereby waived or released. The Company further agrees, at the Agent's request, to assemble the Collateral and make it available to the Agent at places which the Agent shall reasonably select, whether at the Company's premises or elsewhere. The Agent shall apply the net proceeds of any such collection, recovery, receipt, appropriation,

realization or sale, after deducting all reasonable costs and expenses of every kind incurred therein or incidental to the care or safekeeping of any of the Collateral or in any way relating to the Collateral or the rights of the Agent and the Lenders hereunder, including, without limitation, reasonable attorneys' fees and out-of-pocket expenses and disbursements, to the payment in whole or in part of the Obligations, in such order as the Agent may elect, and only after such application and after the payment by the Agent of any other amount required by any provision of law, including, without limitation, Section 9-504(1)(c) of the Code, need the Agent account for the surplus, if any, to the Company. To the extent permitted by applicable law, the Company waives all claims, damages and demands (other than for gross negligence or willful misconduct) that it may acquire against the Agent or any Lender arising out of the exercise by them of any rights hereunder. If any notice of a proposed sale or other disposition of Collateral shall be required by law, such notice shall be deemed reasonable and proper if given at least 10 days before such sale or other disposition. The Company shall remain liable for any deficiency if the proceeds of any sale or other disposition of the Collateral are insufficient to pay the obligations and the fees and disbursements of any attorneys employed by the Agent or any Lender to collect such deficiency.

10. Limitation on Duties Regarding Preservation of Collateral. The Agent's sole duty with respect to the custody, safekeeping and physical preservation of the Collateral in its possession, under Section 9-207 of the Code or otherwise, shall be to deal with it in the same manner as the Agent would deal with similar property for its own account. Neither the Agent, any Lender, nor any of their respective directors, officers, employees or agents shall be liable for failure to demand, collect or realize upon all or any part of the Collateral or for any delay in doing so or shall be under any obligation to sell or otherwise, dispose of any Collateral upon the request of the Company or otherwise.

11. Powers Coupled with an Interest. All authorizations and agencies herein contained with respect to the Collateral are irrevocable and powers coupled with an interest.

12. Grant of License to Use Copyrights and Trademarks. For the purpose of enabling the Agent to exercise rights and remedies hereunder at such time as the Agent shall be lawfully entitled to exercise such rights and remedies, the Company hereby grants to the Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Company) to use, license or sublicense any of the Collateral now owned or hereafter acquired by the Company, 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 Agent shall be exercised, at the option of the 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 Agent in accordance herewith shall be binding upon the Company notwithstanding any subsequent cure of an Event of Default.

13. Severability. Any provision of this Security Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof, and any such prohibition or unenforceability in any jurisdiction shall not invalidate or render unenforceable such provision in any other jurisdiction.

14. Paragraph Headings. The paragraph headings used in this Security Agreement are for convenience of reference only and are not to affect the construction hereof or be taken into consideration in the interpretation hereof.

15. No Waiver; Cumulative Remedies. Neither the Agent nor any Lender shall by any act (except by a written instrument pursuant to Section 16 hereof), delay, indulgence, omission or otherwise be deemed to have waived any right or remedy hereunder or to have acquiesced in any Default or Event of Default or in any breach of any of the terms and conditions hereof. No failure to exercise, nor any delay in exercising, on the part of the Agent or any Lender, any right, power or privilege hereunder shall operate as a waiver thereof. No single or partial exercise of any right, power or privilege hereunder shall preclude any other or further exercise thereof or the exercise of any other right, power or privilege. A waiver by the Agent or any Lender of any right or remedy hereunder on any one occasion shall not be construed as a bar to any right or remedy which the Agent or such Lender would otherwise have on any future occasion. The rights and remedies herein provided are cumulative, may be exercised singly or concurrently and are not exclusive of any rights or remedies provided by law.

16. Waivers and Amendments; Successors and Assigns; Governing Law. None of the terms or provisions of this Security Agreement may be waived, amended, supplemented or otherwise modified except by a written instrument executed by the Company and the Agent; provided that any provision of this Security Agreement creating rights in favor of the Agent or the Lenders may be waived by the Agent in a written letter or agreement executed by the Agent. This Security Agreement shall be binding upon the successors and assigns of the Company and shall inure to the benefit of the Agent and the Lenders and their respective successors and assigns. This Security Agreement shall be governed by, and construed and interpreted in accordance with, the laws of the State of New York without regard to the conflicts of law principles thereof, except that the creation, attachment and enforceability of the security interest in Deposit Accounts shall be governed by, and construed and interpreted in accordance with, the laws of the State of California without regard to the conflicts of law principles thereof.

17. Notices. Notices hereunder shall be given, and not be effective unless given, in accordance with subsection 12.2 of the Credit Agreement.

18. Authority of Agent. The Company acknowledges that the rights and responsibilities of the Agent under this Security Agreement with respect to any action taken by the Agent or the exercise or non-exercise by the Agent of any option, right, request, judgment or other right or remedy provided for herein or resulting or arising out of this Security Agreement shall, as between the Agent and the Lenders, be governed by the Credit Agreement and by such other agreements with respect thereto as may exist from time to time among them.

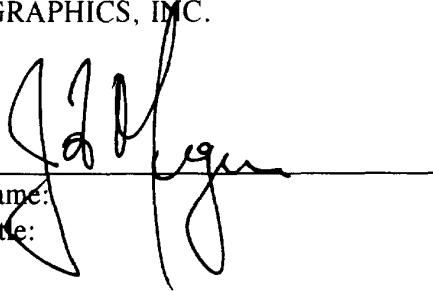
IN WITNESS WHEREOF, the Company has caused this Security Agreement to be duly executed and delivered to the Agent as of the date first above written.

FIGI GRAPHICS, INC.

By: _____

Name:

Title:

A handwritten signature in black ink, written over a horizontal line. The signature is stylized and appears to be a first name followed by a last name. The text 'Name:' and 'Title:' is printed to the left of the signature line.

SCHEDULE I
INTELLECTUAL PROPERTY

DOCSNY1:424460.1 93\$k01!.doc
7931-60-MWB-02/3/98 4:08 PM

TRADEMARK
REEL: 1742 FRAME: 0413

FIGI GRAPHICS, INC.



INTELLECTUAL PROPERTY

See attached schedules of trademarks and copyrights. The Company does not have any patents.

See Schedule 3.1.12(a) for a listing of license and royalty agreements pursuant to which the Company utilizes the intellectual property of third parties.

The Company licenses software from ROI Systems, Inc. and XcelleNet, Inc.

The Company licenses certain of its designs and products to The Craft Collection Limited, Leisure Arts, and Crown Crafts, Inc. pursuant to written agreements with such licensees.

SD_DOCS73115.2

TRADEMARK
REEL: 1742 FRAME: 0414

Intellectual Property – Trademarks

Trademarks granted:

SANTA'S CRYSTAL VALLEY	Registration no. 1,957,554
STAND-UPS	Registration no. 1,923,692
FRIDGIES	Registration no. 1,658,113

Trademark applications pending:

TWEETIE TOWN	Application no. 75/190,951
SNUGGLE BUDDIES	Application no. 75/187,865
SANTA'S CRYSTAL TOWN	Application no. 74/648,749
FIGI	Application no. 75/418,706
FIGI & Design	Application no. 75/418,704
FIGI GRAPHICS	Application no. 75/418,651
FIGI GRAPHICS & Design	Application no. 75/418,654



**MASTER LIST
OF
COPYRIGHTS FOR
FIGI GRAPHICS**

PHOTOFRAMES

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.1 BABY STEPS/NOAH'S ARK		
Baby Steps Number 11	VA 404-836	03/26/90
Baby Steps Number 37	VA 397-088	03/26/90
PF-BS-34 Mr. Stork	VA 466-596	08/12/91
PF-BS-35 Counting Sheep	VA 466-620	08/12/91
PF-BS-36 Baby's Things	VA 466-597	08/12/91
PF-BS-37 Little Birdies	VA 466-619	08/12/91
PF-BS-42 Patchwork Toys	VA 466-618	08/12/91
PF-BS-43 Bunny Patch	VA 466-627	08/12/91
PF-BS-105 Two By Two	VA 824-588	01/24/97
PF-BS-106 After The Rain	VA 824-570	01/24/97
PF-BS-108 Noah's Voyage	VA 824-571	01/24/97
PF-BS-109 Noah's Ark	VA 824-572	01/24/97
PF-BS-123 Noah's Ark Mini Collage	VA 570-121	05/10/93
PF-BS-208 Baby Boy Quilt	VA 509-137	03/23/92
PF-BS-209 Baby Girl Quilt	VA 509-156	03/23/92
PF-BS-210 Nursery Friends Quilt	VA 509-157	03/23/92
PF-BS-223 Noah's Ark	VA 570-140	05/10/93
PF-BS-224 Hey Diddle, Diddle	VA 570-169	05/10/93
PF-BS-301/302 Baby Blocks Boy/Girl	VA 481-472	08/12/91
PF-BS-303/304 Baby Rattle Boy/Girl	VA 982-642	08/12/91
PF-BS-305/306 Bundle of Joy Boy/Girl	VA 463-856	06/18/91
PF-BS-307 Cow Over Moon	VA 463-857	06/18/91
PF-BS-311 Rock-A-Bye Baby	VA 233-946	03/30/92
PF-BS-314 Baby's Christening	VA 223-949	03/30/92
PF-BS-315 Humpty Dumpty	VA 223-947	03/30/92
PF-BS-316 Little Bo-Peep	VA 223-948	03/30/92
PF-BS-317 Mr. Moon	VA 538-860	10/05/92
PF-BS-318 Baby Shoes	VA 538-859	10/05/92
PF-BS-319 Teenie Tennies	VA 538-858	10/05/92
PF-BS-320 Mary Janes	VA 538-838	10/05/92

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-BS-321 The Three Bears	VA 538-867	10/05/92
PF-BS-322 Three Little Pigs	VA 538-866	10/05/92
PF-BS-323 Noah's Ark II	VA 570-139	05/10/93
PF-BS-325 Noah's Ark (Vertical)	VA 700-147	05/22/95
PF-BS-326 Baby's Baptism - Boy	VA 700-146	05/22/95
PF-BS-327 Baby's Baptism - Girl	VA 700-145	05/22/95
PF-BS-328 Little Angel (AT: PF-BS-228 Little Angel)	VA 753-589	01/25/96
PF-BS-801 Baby Steps Collage	VA 509-158	03/23/92
PF-BS-802/803 Baby Blocks Boy/Girl Collage	VA 534-893	03/23/92
PFT-BS-201 Noah's Ark	VA 753-592	01/25/96
PFT-BS-301 Noah's Ark	VA 753-591	01/25/96
NOTE: The following Baby Steps works are registered under PHOTO MAGNETS 13.50 et. seq.		
PF-BS-21 1-Year Birthday [PM-G-26]	VA 414-563	07/02/90
PF-BS-22 2- Year Birthday [PM-G-27]	VA 414-565	07/02/90
PF-BS-23 3-Year Birthday [PM-G-28]	VA 414-566	07/02/90

13.2 CHILDREN'S HOUR		
Children's Hour Number 13 Girl Bear (RR-13) (2x3 size only)	VA 397-087	03/26/90
Children's Hour Number 14 Boy Bear (RR-14) (2x3 size only)	VA 397-086	03/26/90
Children's Hour Number 55 Boy Bear (RR-55)	VA 397-085	03/26/90
Children's Hour Number 56 Girl Bear (RR-56)	VA 397-084	03/26/90
PF-CH-23 Boy Toys	VA 466-634	08/12/91
PF-CH-24 Girl Toys	VA 535-096	03/23/92
PF-CH-25 Sports Star	VA 470-734	08/12/91
PF-CH-217 (317) To Teach Is To Touch	VA 584-866	07/19/93
PF-CH-304 Surfer	VA 481-410	08/12/91
PF-CH-305 Student Of The Year	VA 240-227	03/30/92
PF-CH-307 ABC's	VA 225-141	03/30/92
PF-CH-308 Daddy and Me	VA 223-951	03/30/92
PF-CH-309 Mommy and Me	VA 223-952	03/30/92
PF-CH-310 Clowning Around (Primary & Pastel)	VA 538-863	10/05/92

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-CH-314 Sneakers-Star	VA 538-862	10/05/92
PF-CH-315 Ballet Slippers	VA 538-861	10/05/92
PF-CH-316 Ballet Bears	VA 584-865	07/19/93
NOTE: The following Children's Hour works are registered under PHOTO MAGNETS 13.50 et. seq.		
PF-CH-21 Summer Daze [PM-G-30]	VA 414-567	07/02/90
PF-CH-22 School Daze [PM-G-29]	VA 414-537	07/02/90
PF-CH-26 Dancer [PM-G-31]	VA 414-568	07/02/90
PF-CH-301 Soccer Star [PM-G-52]	VA 982-640	08/12/91
PF-CH-302 Baseball Star [PM-G-53]	VA 982-643	08/12/91
PF-CH-303 Football Star [PM-G-54]	VA 982-638	08/12/91

13.3 SOUTHWESTERN/CASA BLANCA		
PF-SW-21 Pueblo Cactus Pots [PM-G-37]	VA 426-033	07/02/90
PF-SW-22 Christmas Casa 22	VA 414-545	07/02/90
PF-SW-23 Hacienda	VA 463-156	06/18/91
PF-SW-32 Mission	VA 463-159	06/18/91
PF-SW-34 Southwest Motifs	VA 509-159	03/23/92
PF-SW-35 Pueblo Vista	VA 509-136	03/23/92
PF-SW-36 Coyote Moonrise	VA 223-941	03/30/92
PF-SW-37 Serape - Pastel	VA 223-942	03/30/92
PF-SW-38 Serape - Black	VA 223-943	03/30/92
PF-SW-81 Casita	VA 463-158	06/18/91
PF-SW-201 Leather Craft Pueblo	VA 570-131	05/10/93
PF-SW-202 Cow	VA 570-141	05/10/93
PF-SW-203 Under the Sun	VA 612-868	12/20/93
PF-SW-204 Pueblo	VA 612-862	12/20/93
PF-SW-206 Desert Spirits	VA 612-880	12/20/93
PF-SW-209 La Casa Blanca	VA 578-138	05/23/94
PF-SW-210 Terra Cotta	VA 578-140	05/23/94
PF-SW-212 Morning Sun	VA 578-141	05/23/94
PF-SW-213 Kiva & Casa	VA 578-147	05/23/94

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-SW-219/319 Cantina	VA 770-733	05/20/96
PF-SW-307 Cactus Pot	VA 613-000	12/20/93
PF-SW-308 Chili Peppers	VA 612-892	12/20/93
PF-SWA-219/319 Southwest Symbols	VA 770-816	05/20/96
PF-SWA-317 Southwest Cross	VA 753-590	01/25/96
PF-SWA-318 Chili	VA 753-791	01/25/96
PFT-SW-201 Dancin' Chilis	VA 828-677	01/24/97
PFT-SW-301 Dancin' Chilis	VA 828-676	01/24/97

13.4 BEST FRIENDS

PF-BF-21 Best Friend Dog	VA 414-539	07/02/90
PF-BF-22 Best Friend Cat (Purrfect Friend Cat)	VA 414-538	07/02/90
PF-BF-25 Dog	VA 612-900	12/20/93
PF-BF-26 Cat	VA 612-997	12/20/93
PF-BF-34 My Cat	VA 470-735	08/12/91

NOTE: The following Best Friends works are registered under PHOTO MAGNETS 13.50 et. seq.

PF-BF-23 My Dog [PM-G-40]	VA 414-573	07/02/90
PF-BF-34 Cat [PM-G-41]	VA 414-572	07/02/90

13.5 WREATHS & ROSES (Light/Dark)

PF-WR-31D Rectangle	VA 466-621	08/12/91
PF-WR-32D Oval	VA 466-623	08/12/91
PF-WR-33L Arched	VA 466-635	08/12/91
PF-WR-34D Single Heart	VA 463-142	06/18/91
PF-WR-284L Double Heart	VA 463-141	06/18/91

13.6 BLOSSOMS/BLOOMS 'N LACE

PF-BL-31 Braid	VA 466-616	08/12/91
PF-BL-32 Crepe	VA 466-615	08/12/91
PF-BL-201 Blooms 'N Lace (Horizontal)	VA 578-126	05/23/94
PF-BL-202 Blooms 'N Lace (Vertical)	VA 578-117	05/23/94

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-BL-221 Braid (Double Frame)	VA 466-157	06/18/91
PF-BL-222 Crepe (Double Frame)	VA 466-625	08/12/91
PF-BL-303 Blooms 'N Lace (Round)	VA 578-119	05/23/94
PF-BL-304 Blooms 'N Lace (Square) Pansies	VA 578-118	05/23/94
PF-BL-305 Blooms 'N Lace (Heart)	VA 578-120	05/23/94

13.7 ROSE ROMANCE/FROM THE HEART

PF-RR-21 Petite Posies	VA 414-556	07/02/90
PF-RR-22 Ribbon Bouquet	VA 414-557	07/02/90
PF-RR-23 Rose Basket	VA 414-558	07/02/90
PF-RR-24 Heart Wreath	VA 414-559	07/02/90
PF-RR-25 String of Hearts	VA 414-560	07/02/90
Rose Romance Number 31 [PF-RR-26 Fancy Lace]	VA 393-260	03/22/90
Rose Romance Number 32 [RR-32 Beaded Edge]	VA 397-080	03/26/90
Rose Romance Number 33 [RR-27/RR-33 Eyelet Lace]	VA 393-261	03/22/90
Rose Romance Number 34 [RR-34/Lattice]	VA 393-262	03/22/90
Rose Romance Number 41 [PF-RR-28/RR-41 Oval Beaded Edge]	VA 397-083	03/26/90
Rose Romance Number 42 [RR-42 Oval Fancy Lace]	VA 397-092	03/26/90
Rose Romance Number 83 [RR-83 From the Heart Triple Frame]	VA 397-093	03/26/90
Rose Romance Number 91 [RR-91 From the Heart Single Frame]	VA 397-082	03/26/90
Rose Romance Number 92 [RR-92 From the Heart Double Frame]	VA 397-081	03/26/90
PF-RR-301	VA 463-149	06/18/91
PF-RR-305 [Double Opening Eyelet Lace]	VA 463-151	06/18/91
PF-RR-402 [Arched Layer Fancy Lace]	VA 463-153	06/18/91
PF-RR-404 [Layered Fancy Lace]	VA 463-152	06/18/91
PF-RR-503 [Horizontal Arched Eyelet Lace]	VA 463-150	06/18/91

13.8 FOREVER TOGETHER

PF-FT-42 Love Always	VA 495-130	03/16/92
Forever Together Number 43 [RR-43 Anniversary Doves]	VA 397-091	03/26/90

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.9 HAPPY BIRTHDAY		
PF-HB-31 Happy Birthday	VA 479-884	11/14/91
PF-HB-32 Over The Hill	VA 223-903	03/30/92

13.10 WEDDING BELLS		
PF-WB-31 Heart Bells	VA 466-630	08/12/91
PF-WB-33 Wedding Day	VA 466-624	08/12/91
Wedding Bells Number 35 [RR-35 Bells & Lace]	VA 397-089	03/26/90
Wedding Bells Number 36 [RR-36 Bells with Braid]	VA 397-090	03/26/90
PF-WB-44 Wedding Pearls	VA 495-129	03/16/92
PF-WB-56 Wedding Celebration	VA 538-857	10/05/92

13.11 FLOWER GARDEN/FROM THE HEART		
PF-GN-21 Calla Lily	VA 414-540	07/02/90
PF-GN-22 Orchid	VA 414-541	07/02/90
PF-GN-23 Morning Glory	VA 414-542	07/02/90
PF-GN-24 Rose	VA 414-543	07/02/90
PF-GN-25 Tulip	VA 414-544	07/02/90
PF-GN-26 Iris	VA 414-546	07/02/90
PF-GN-81 From the Heart - Calla Lily	VA 466-626	08/12/91
PF-GN-84 From the Heart - Rose	VA 466-622	08/12/91
PF-GN-295 From the Heart - Rose/Tulip	VA 482-231	12/06/91

13.12 RIBBONS & BOWS		
PF-RB-51 Miniature Roses	VA 414-552	07/02/90
PF-RB-52 Woven Ribbon	VA 414-553	07/02/90
PF-RB-53 Wrapped Ribbon - Pink [PF-RB-54 Wrapped Ribbon - Blue]	VA 414-555	07/02/90
PF-RB-55 Climbing Roses	VA 414-551	07/02/90
PF-RB-56 Garden Roses	VA 414-554	07/02/90

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.13 MOUTHFULS		
PF-MF-21 Dog	VA 463-858	06/18/91
PF-MF-22 Cat	VA 463-841	06/18/91
PF-MF-23 Lion	VA 463-843	06/18/91
PF-MF-24 Elephant	VA 463-842	06/18/91
PF-MF-25 Hippo	VA 463-847	06/18/91
PF-MF-26 Monkey	VA 463-846	06/18/91
PF-MF-27 Bear	VA 463-845	06/18/91
PF-MF-28 Piggie	VA 463-844	06/18/91
PF-MF-29 Cow	VA 463-849	06/18/91

13.14 TUMMY TICKLERS		
PF-TT-21 Freddy Teddy	VA 463-848	06/18/91
PF-TT-22 Heddy Teddy	VA 463-852	06/18/91
PF-TT-23 Funny Bunny	VA 463-851	06/18/91
PF-TT-24 Meow	VA 463-850	06/18/91
PF-TT-25 Bow Wow	VA 463-855	06/18/91
PF-TT-26 Cow	VA 495-141	03/16/92
PF-TT-27 Pig	VA 495-140	03/16/92
PF-TT-28 Hippo	VA 495-139	03/16/92
PF-TT-29 Elephant	VA 495-138	03/16/92
PF-TT-30 Panda	VA 495-137	03/16/92
PF-TT-31 Monkey	VA 495-136	03/16/92
PF-TT-32 Giraffe	VA 495-135	03/16/92

13.15 ROSE BASKET (LIGHT/DARK)		
PF-BA-301D Vertical [Light/Dark]	VA 463-854	06/18/91
PF-BA-302D Horizontal [Light/Dark]	VA 463-853	06/18/91

13.16 HOME SWEET HOME		
PF-HSH-801 Holiday House	VA 479-883	11/14/91
PF-HSH-802 Thatched Cottage	VA 479-882	11/14/91

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-HSH-803 Victorian House	VA 479-885	11/14/91
PF-HSH-804 Family Tree	VA 495-148	03/16/92
PF-HSH-805 Castle	VA 495-149	03/16/92
PF-HSH-806 Noah's Ark	VA 223-944	03/30/92
PF-HSH-807 ... Who Lived In A Shoe	VA 223-945	03/30/92
PF-HSH-808 Sandcastle	VA 538-865	10/05/92
PF-HSH-809 Family Gallery	VA 538-864	10/05/92
PF-HSH-810 Mi Casa	VA 570-112	05/10/93
PF-HSH-811 Moonrise Hacienda	VA 570-109	05/10/93
PF-HSH-812 Bird House	VA 612-893	12/20/93
PF-HSH-813 Old West	VA 570-110	05/10/93
PF-HSH-814 Cozy Cabin	VA 612-894	12/20/93
PF-HSH-815 Happy Hacienda	VA 612-895	12/20/93
PF-HSH-816 Old Pro Shoppe	VA 612-896	12/20/93
PF-HSH-818 Potting Shed (Summerhouse Garden Collage)	VA 578-160	05/23/94
PF-HSH-819 Stage Coach (American Frontier Collage)	VA 578-159	05/23/94
PF-HSH-820 Birdhouse (Country Primitive Collage)	VA 578-158	05/23/94
PF-HSH-821 The Library	VA 578-413	09/16/94
PF-HSH-822 Lighthouse (Seaport Collage)	VA 673-975	02/08/95
PF-HSH-823 Hey Diddle, Diddle (Collage)	VA 673-974	02/08/95
PF-HSH-825 Tropical Fish (Collage)	VA 673-973	02/08/95
PF-HSH-826 Antique Toy Shop	VA 700-139	05/22/95
PF-HSH-827 Diner	VA 700-140	05/22/95
PF-HSH-828 Twinkle, Twinkle	VA 700-138	05/22/95
PF-HSH-831 Home Tweet Home	VA 753-794	01/25/96
PF-HSH-833 No Bad Cats	VA 753-795	01/25/96
PF-HSH-834 Artist's Studio	VA 753-788	01/25/96
PF-HSH-835 Flower Shoppe	VA 776-960	03/21/96
PF-HSH-836 Sweet Baby	VA 770-808	05/20/96
PF-HSH-837 Bear Hugs	VA 770-807	05/20/96
PF-HSH-838 Music Lover	VA 770-806	05/20/96
PF-HSH-839 Simply Country	VA 770-805	05/20/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-HSH-840 English Riding	VA 770-804	05/20/96
PF-HSH-841 Happy Camper	VA 770-803	05/20/96
PF-HSH-901 Noah's Ark	VA 700-157	05/22/95

13.17 AMERICAN FLAG

PF-AF-31 Vertical	VA 466-595	08/12/91
PF-AF-32 Horizontal	VA 466-594	08/12/91

13.18 FUN FRAMES

PF-FP-202 Mirror Mirror	VA 470-732	08/12/91
PF-FP-204 Just Married	VA 470-733	08/12/91
PF-FP-304 Just Married	VA 477-362	06/18/91
NOTE: The following Fun Frames works are registered under PHOTO MAGNETS 13.50 et. seq.		
PF-FP-201 Mug Mug [PM-G-58]	VA 463-147	06/18/91
PF-FP-205 Back to School [PM-G-64]	VA 463-154	06/18/91
PF-FP-206 Say Cheese [PM-G-59]	VA 463-148	06/18/91

13.19 CHRISTMAS

PF-X-23 Christmas Ornaments	VA 414-547	07/02/90
PF-X-24 Christmas Stocking	VA 414-547	07/02/90
PF-X-34 Christmas Cottage	VA 414-550	07/02/90
PF-X-35 Christmas Tree	VA 414-549	07/02/90

13.20 OPEN BOOKS

PF-BO-301-A Birth Certificate	VA 223-897	03/30/92
PF-BO-302-A What Little Boys Are Made Of	VA 223-898	03/30/92
PF-BO-303-A Sugar and Spice	VA 223-899	03/30/92
PF-BO-304-A Marriage Certificate	VA 223-900	03/30/92
PF-BO-305-A Hey Diddle, Diddle	VA 223-901	03/30/92
PF-BO-306-A School Days	VA 223-902	03/30/92

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.21 GARDEN GATE		
PF-GG-209 Garden Gate	VA 612-374	12/27/93
PF-GG-211 Garden Terrace	VA 570-123	05/10/93
PF-GG-302 Rose Arbor	VA 495-146	03/16/92
PF-GG-304 Cottage Window	VA 495-145	03/16/92
PF-GG-312 To The Garden	VA 673-977	02/08/95
PF-GG-401 Lattice & Ivy	VA 495-143	03/16/92
PF-GG-403 Picket Fence	VA 495-142	03/16/92
PF-GG-405 Fieldstone Wall	VA 495-144	03/16/92
PF-GG-406 Garden Shed	VA 538-839	10/05/92
PF-GG-407 Split Rail Fence	VA 538-848	10/05/92
PF-GG-408 Cottage Door	VA 538-840	10/05/92

13.22 SPORTING LIFE		
PF-SL-208 (308) English Saddle	VA 570-145	05/10/93
PF-SL-209 Western Saddle	VA 570-144	05/10/93
PF-SL-210 Vintage Golf	VA 705-466	03/27/95
PF-SL-211 Resident Pro	VA 705-465	03/27/95
PF-SL-213/313/413 Vintage Clubs	VA 401-004	06/02/97
PF-SL-301 Golf	VA 495-147	03/16/92
PF-SL-301 Lumina	VA 612-857	12/20/93
PF-SL-302 Tennis	VA 495-134	03/16/92
PF-SL-303 Sailing	VA 495-133	03/16/92
PF-SL-304 Fishing	VA 495-132	03/16/92
PF-SL-305 Hunting	VA 495-131	03/16/92
PF-SL-310 Vintage Golf Man	VA 612-848	12/20/93
PF-SL-311 Vintage Golf Woman	VA 612-847	12/20/93

13.23 STAND-UPS		
PF-SU-21 Counting Sheep	VA 223-966	03/30/92
PF-SU-22 Sleepy Bear	VA 223-967	03/30/92
PF-SU-23 Baby Shoes	VA 223-968	03/30/92

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-SU-24 Baby Blocks	VA 223-969	03/30/92
PF-SU-25 Playful Puppy	VA 223-970	03/30/92
PF-SU-26 Playful Kitty	VA 223-971	03/30/92
PF-SU-27 Sailor Bear	VA 223-972	03/30/92
PF-SU-28 Teatime Bear	VA 223-973	03/30/92
PF-SU-29 Boy Toys	VA 223-974	03/30/92
PF-SU-30 Girl Toys	VA 223-975	03/30/92
PF-SU-31 Happy Birthday	VA 223-976	03/30/92
PF-SU-32 ABC's	VA 223-950	03/30/92
PF-SU-33 Baseball Star	VA 223-977	03/30/92
PF-SU-34 Football Star	VA 223-978	03/30/92
PF-SU-35 Soccer Star	VA 223-979	03/30/92
PF-SU-36 #1 Golfer	VA 223-980	03/30/92
PF-SU-37 Tennis Ace	VA 223-982	03/30/92
PF-SU-38 Gone Fishin'	VA 223-981	03/30/92
PF-SU-39 Ballerina	VA 223-983	03/30/92
PF-SU-40 Mission Bells	VA 223-984	03/30/92
PF-SU-41 Coyote Moonrise	VA 570-129	05/10/93
PF-SU-42 Boots N' Blankets	VA 570-128	05/10/93
PF-SU-43 Southwest Cow	VA 570-127	05/10/93
PF-SU-44 Bear Mountain	VA 570-142	05/10/93
PF-SU-45 Moon and Stars	VA 570-126	05/10/93
PF-SU-46 Hey Diddle, Diddle	VA 570-170	05/10/93
PF-SU-47 Humpty Dumpty	VA 570-164	05/10/93
PF-SU-48 Clown	VA 570-138	05/10/93
PF-SU-49 Circus Lion	VA 570-125	05/10/93

13.24 SPOILED ROTTEN		
PF-SR-201 Spoiled Rotten Dog	VA 538-856	10/05/92
PF-SR-202 Spoiled Rotten Cat	VA 538-855	10/05/92
PF-SR-203 Spoiled Rotten Dad	VA 538-854	10/05/92
PF-SR-204 Spoiled Rotten Mom	VA 538-853	10/05/92

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.25 FRONTIER		
PF-FR-206 Western Belt	VA 570-124	05/10/93
PF-FR-207 Saddle Blanket	VA 570-107	05/10/93
PF-FR-208 Buckaroo	VA 570-113	05/10/93
PF-FR-209 Branded Leather	VA 612-998	12/20/93
PF-FR-210 Kickers	VA 612-856	12/20/93
PF-FR-211 Stable	VA 578-121	05/23/94
PF-FR-212 Carved Wood	VA 578-122	05/23/94
PF-FR-214 Trail Rider	VA 673-991	02/08/95
PF-FR-215/315 Boots & Barbed Wire	VA 711-329	05/22/95
PF-FR-216/316 Line Dancin'	VA 770-809	05/20/96
PF-FR-301 Branded Cowhide	VA 538-837	10/05/92
PF-FR-302 Bucking Bronco	VA 529-127	10/05/92
PF-FR-303 Tooled Leather	VA 529-125	10/05/92
PF-FR-305 Wanted	VA 529-126	10/05/92
PF-FR-313 Horsebrands	VA 673-976	02/08/95
PF-FR-405 Wanted	VA 570-111	05/10/93
PFC-FR-501 Line Dancin'	VA 824-587	01/24/97
PFC-FR-502 Tack Room	VA 824-586	01/24/97
PFT-FR-201 Kickers	VA 753-787	01/25/96
PFT-FR-301 Kickers	VA 753-577	01/25/96

13.26 BEAR MOUNTAIN		
PF-MT-101 Happy Camper	VA 770-802	05/20/96
PF-MT-102 Ski Lodge	VA 770-801	05/20/96
PF-MT-205 Cabin Twigs	VA 570-108	05/10/93
PF-MT-206 Mountain Lodge	VA 570-118	05/10/93
PF-MT-207 Fishing Camp	VA 570-120	05/10/93
PF-MT-208 Summer Leaves (Autumn Leaves)	VA 570-114	05/10/93
PF-MT-210 Whittled Acorns	VA 612-854	12/20/93
PF-MT-213 Whittle Fish	VA 578-123	05/23/94
PF-MT-217/317 Happy Camper	VA 770-800	05/20/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-MT-301 Thatched Branches	VA 538-851	10/05/92
PF-MT-302 Bear Country	VA 538-849	10/05/92
PF-MT-303 Woodland Leather	VA 538-850	10/05/92
PF-MT-304 Bear Mountain Motifs	VA 538-852	10/05/92
PF-MT-308 Summer Leaves II (Autumn Leaves II)	VA 570-122	05/10/93
PF-MT-311 Woodland Cabin	VA 612-853	12/20/93
PF-MT-312 Cabin Carvings	VA 612-852	12/20/93
PF-MT-314/214 Welcome Cabin	VA 673-972	02/08/95
PF-MT-315/215 Whispering Pines	VA 673-971	02/08/95
PF-MT-316 Timberwolves	VA 674-003	02/08/95
PFC-MT-501 Climb A Tree!	VA 824-596	01/24/97

13.27 HALLOWEEN/HARVEST		
PF-HW-22 Halloween Ghost	VA 463-144	06/18/91
PF-HW-23 Halloween Cat	VA 463-145	06/18/91
PF-HW-31 Halloween Scene	VA 463-143	06/18/91

13.28 BOTANICA		
PF-BT-301 Wreath (Round)	VA 570-115	05/10/93
PF-BT-302 Wreath (Square)	VA 570-116	05/10/93
PF-BT-303 Wreath (Heart)	VA 570-117	05/10/93
PF-BT-304 Wreath (3-sided)	VA 570-119	05/10/93

13.29 NEO-CLASSICAL		
PF-CL-106 Sunburst	VA 578-152	05/23/94
PF-CL-107 Starry Sky	VA 578-153	05/23/94
PF-CL-108 Crescent Scroll	VA 578-154	05/23/94
PF-CL-109 Temple Of The Sun	VA 578-155	05/23/94
PF-CL-110 Garland of Roses	VA 578-135	05/23/94
PF-CL-111 Rose Scroll	VA 578-156	05/23/94
PF-CL-210 Greek Woman	VA 770-787	05/20/96
PF-CL-301 Sun Temple (Carrara)	VA 570-135	05/10/93

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-CL-302 Amaretto (Carrara)	VA 570-134	05/10/93
PF-CL-303 Astral Spirits (Carrara)	VA 570-133	05/10/93
PF-CL-304 Eclipse (Carrara)	VA 570-132	05/10/93
PF-CL-305 Folium (Carrara)	VA 570-130	05/10/93
PF-CL-306 Sunburst	VA 578-115	05/23/94
PF-CL-307 Starry Sky	VA 578-116	05/23/94
PF-CL-308 Crescent Scroll	VA 578-092	05/23/94
PF-CL-310 Greek Man	VA 770-794	05/10/96
PF-EQP-301 Lumina	VA 578-124	05/23/94
PF-EQP-302 Radiance	VA 578-125	05/23/94
PF-EQP-303 Astra	VA 578-161	05/23/94
PF-SO-302 Radiance	VA 612-846	12/20/93
PF-SO-303 Astra	VA 612-864	12/20/93

13.29 VALENTINE NEO-CLASSICAL		
PF-VCLG-101 Lover	VA 578-404	09/16/94
PF-VCLG-102 Trumpet	VA 578-408	09/16/94
PF-VCLG-103 Heavenly Angel	VA 578-409	09/16/94
PF-VCLG-104 Watchful Cherub	VA 578-410	09/16/94

13.30 TROPICAL FISH		
PF-TF-201 Horizontal	VA 570-136	05/10/93
PF-TF-202 Vertical	VA 570-137	05/10/93
PF-TF-303/203 Tropical Fish	VA 673-996	02/08/95
PFT-TF-201 Tropical Fish	VA 828-675	01/24/97
PFT-TF-301 Tropical Fish	VA 828-674	01/24/97

13.31 DINOSAUR TIME		
PF-DI-21 Horizontal	VA 590-737	08/02/93
PF-DI-22 Vertical	VA 590-738	08/02/93
PF-DI-31 Horizontal	VA 590-739	08/02/93
PF-DI-32 Vertical	VA 590-740	08/02/93

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.32 VICTORIAN COLLECTION		
PF-VV-201 Single Heart Frame	VA 598-152	09/14/93
13.33 WILD AT HEART		
PF-WH-201 Single Heart - Posies	VA 598-156	09/14/93
PF-WH-202 Double Heart - Bouquet	VA 598-159	09/14/93
PF-WH-301 Double Heart - Wild	VA 598-158	09/14/93
PF-WH-302 Double Heart - Floral	VA 598-157	09/14/93

13.34 ALL STAR COLLECTION		
PF-SP-301 All Star Baseball	VA 578-094	05/23/94
PF-SP-302 All Star Soccer	VA 578-093	05/23/94
PF-SP-303 Baseball	VA 578-095	05/23/94
PF-SP-304 Soccer	VA 578-103	05/23/94
PF-SP-305 Football	VA 578-136	05/23/94
PF-SP-306 All Sports	VA 578-110	05/23/94
PF-SP-307 Coach	VA 578-137	05/23/94
PF-SP-308 Cheerleader	VA 578-132	05/23/94
PF-SP-501 Go Team Football	VA 578-133	05/23/94
PF-SP-502 Go Team Baseball	VA 578-134	05/23/94
PF-SP-503 Go Team Soccer	VA 578-130	05/23/94
PF-SP-504 All Sports (Team Photo)	VA 700-160	05/22/95
PFT-SP-201 All Sports	VA 828-677	01/24/97
PFT-SP-301 All Sports	VA 828-676	01/24/97

13.35 COUNTRY PRIMITIVE		
PF-CP-201 Country Carvings	VA 578-131	05/23/94
PF-CP-202 Country Primitive	VA 578-129	05/23/94
PF-CP-207 Sunshine Day	VA 753-588	01/25/96
PF-CP-303 Country Motifs	VA 578-127	05/23/94
PF-CP-304 Slice of Country	VA 578-128	05/23/94

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-CP-306 Country Sunshine	VA 753-587	01/25/96
PF-CP-308 Heart	VA 770-793	05/20/96
PF-VCP-101 I Love You Bird House	VA 578-397	09/16/94
PF-VCP-102 I Love You/Cat	VA 578-405	09/16/94
PF-VCP-103 I Love You/Birds	VA 578-406	09/16/94
PF-VCP-104 Bless Your Heart	VA 578-407	09/16/94
PFT-CP-201 Country Primitive	VA 770-792	05/20/96
PFT-CP-301 Country Primitive	VA 770-791	05/20/96

13.36 TWINKLE TWINKLE

PF-TW-201 Twinkle Twinkle Boy	VA 578-148	05/23/94
PF-TW-202 Twinkle Twinkle Girl	VA 578-149	05/23/94
PF-TW-303 Twinkle Twinkle Boy (Circle)	VA 578-150	05/23/94
PF-TW-304 Twinkle Twinkle Girl (Circle)	VA 578-151	05/23/94

13.37 SEAPORT

PF-SE-201/301 Anchors A Weigh	VA 674-002	02/08/95
PF-SE-303 First Mate	VA 674-001	02/08/95
PF-SE-304 Captain	VA 674-000	02/08/95
PF-SE-307 Lighthouse	VA 753-595	01/25/96
PFC-SE-501 Boat House	VA 824-594	01/24/97
PFT-SE-201 Seaport	VA 824-593	01/24/97
PFT-SE-301 Seaport	VA 824-592	01/24/97

13.38 CURRENTS

PF-CR-201/301 Torrent	VA 614-522	08/18/95
PF-CR-202/302 Tempest	VA 614-523	08/18/95
PF-CR-303 Tempest (Circle)	VA 614-524	08/18/95

13.39 HERITAGE BOOKS

PF-HB-301 Antique Books	VA 578-411	09/16/94
PF-HB-303 Our Wedding Day	VA 578-412	09/16/94

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-HB-304/404 Writing Desk	VA 578-414	09/16/94
PF-HB-305 Bible	VA 700-162	05/25/95
PFC-HB-501 Antique Books	VA 824-581	01/24/97

13.40 JUNGLE FRIENDS

PF-JU-21 Horizontal	VA 612-897	12/20/93
PF-JU-22 Vertical	VA 612-898	12/20/93
PF-JU-31 Horizontal	VA 612-899	12/20/93
PF-JU-32 Vertical	VA 612-855	12/20/93

13.41 SUMMERHOUSE GARDEN

PF-SG-203 Garden Fence	VA 612-851	12/20/93
PF-SG-203 Garden Fence	VA 612-375	12/27/93
PF-SG-210 Back Porch	VA 612-850	12/20/93
PF-SG-211 Sunflower Patch	VA 753-792	01/25/96
PF-SG-304/204 Weekend Gardener	VA 673-999	02/08/95
PF-SG-311 Sunflower Patch	VA 753-793	01/25/96
PFC-SG-501 Garden Birdhouse	VA 824-604	01/24/97

13.42 CLASSIC GARDEN PHOTOFRAMES

PF-GA-201 Cypress Garden	VA 705-383	03/27/95
PF-GA-202 Lion	VA 705-382	03/27/95
PF-GA-303 Grape Vine	VA 705-381	03/27/95
PF-GA-311 Classic Garden Terrace	VA 705-380	03/27/95

13.43 GONE FISHIN'

PF-GF-201 A Good Day Fishin'	VA 705-467	03/27/95
PF-GF-202/302 Great Catch	VA 859-341	06/02/97

13.44 EMPIRE

PF-EM-202 Grandeur	VA 700-144	05/22/95
PF-EM-301 Regal (Horizontal)	VA 700-143	05/22/95

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-EM-303 Regal (Square)	VA 700-141	05/22/95
PF-EM-304 Fleur-De-Lis (AT: PF-EM-204 Fleur-De-Lis)	VA 753-803	01/25/96

13.45 ON THE ROAD AGAIN		
PF-ORA-205/305 Good 'Ol Days	VA 770-796	05/20/96
PF-ORA-301 Roadside Attraction	VA 700-153	05/22/95
PF-ORA-302 Rock 'N Roll	VA 700-154	05/22/95
PF-ORA-303 Drive In	VA 700-155	05/22/95
PF-ORA-304 Go 4 It	VA 700-156	05/22/95

13.46 ANTIQUE TOYS 'N TEDDIES		
PF-AT-101 Bear Family	VA 770-786	05/20/96
PF-AT-102 Chair Bear	VA 770-785	05/20/96
PF-AT-103 Wagon Ride	VA 770-784	05/20/96
PF-AT-104 Bear Buddies	VA 770-783	05/20/96
PF-AT-105 Sailor Bear	VA 770-782	05/20/96
PF-AT-106 Posies	VA 770-790	05/20/96
PF-AT-123 Family Line Trolley	VA 700-150	05/22/95
PF-AT-201 (301/401) Toys for Boys	VA 700-149	05/22/95
PF-AT-202 (302/402) Toys for Girls	VA 700-148	05/22/95
PF-AT-303 Teddy (AT: PF-AT-203 Teddy)	VA 753-594	01/25/96
TOPPERS		
PFT-AT-201 Antique Teddies 'N Toys	VA 753-599	01/25/96
PFT-AT-202 Teddies	VA 770-777	05/20/96
PFT-AT-301 Antique Teddies 'N Toys	VA 753-598	01/25/96
PFT-AT-302 Teddies	VA 798-178	05/20/96
PFT-AT-402 Teddies	VA 770-775	05/20/96

13.47 SYMPHONY		
PF-SM-301/201 Violin	VA 673-998	02/08/95
PF-SM-302/202 French Horn	VA 673-997	02/08/95
PF-SM-303 Piano	VA 700-161	05/22/95

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.48 FAMILY MATTERS		
PF-FD-101 Mr. Fix It	VA 705-379	03/27/95
PF-FD-102 Reel Neat Dad	VA 705-378	03/27/95
PF-FD-103 Sportin' Dad	VA 705-469	03/27/95
PF-FD-104 Above Par Dad	VA 705-462	03/27/95
PF-FM-101 Mom's Girl	VA 614-537	08/18/95
PF-FM-102 Dad's Boy	VA 614-538	08/18/95
PF-FM-103 Grandma's Girl	VA 614-541	08/18/95
PF-FM-104 Grandpa's Boy	VA 614-540	08/18/95
PF-FM-107 My Best Friend (Girl)	VA 614-528	08/18/95
PF-FM-108 My Best Friend (Boy)	VA 614-542	08/18/95
PF-FM-109 My Dog	VA 614-543	08/18/95
PF-FM-110 My Cat	VA 614-544	08/18/95
PF-FM-111 My Son	VA 753-804	01/25/96
PF-FM-112 My Daughter	VA 753-790	01/25/96
PF-FM-113 Little Angel	VA 770-788	05/20/96
PF-FM-114 Kindergardener	VA 770-812	05/20/96
PF-FM-116 Gradeschooler	VA 770-811	05/20/96
PF-FM-117 Baby	VA 770-810	05/20/96
PF-FM-118 Mommy's Little Girl	VA 859-337	06/02/97
PF-FM-119 Mommy's Little Angel	VA 859-338	06/02/97
PF-FM-120 Daddy's Little Girl	VA 859-340	06/02/97
PF-FM-121 Daddy's Little Slugger	VA 859-339	06/02/97
PF-MD-101 Mom's Garden	VA 705-461	03/27/95
PF-MD-102 Mom's Recipes	VA 705-460	03/27/95
PF-MD-103 Mom's Workout	VA 705-463	03/27/95
PF-MD-104 Mom - Sunflower	VA 705-470	03/27/95
NOTE: Certificates have not yet been issued for PF-FM-105 My Sister and PF-FM-106 My Brother due to problems within the copyright office. A resolution is expected soon and will include a back-dated registration date.		

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.49 QUAIN T COTTAGE		
PF-QC-123 Cozy Cottage	VA 753-597	01/25/96
PF-QC-216 Cozy Cottage	VA 770-814	05/20/96
PF-QC-315 Cottage Interior	VA 753-596	01/25/96
PF-QC-316 Garden Cottage	VA 770-815	05/20/96
PFC-QC-501 Cottage	VA 824-595	01/24/97

13.49.1 STUDIO COLLECTION		
PF-ST-301 Sunday Painter (AT: PF-ST-201/401)	VA 753-789	01/25/96
PF-ST-302 Still Life (AT: PF-ST-202)	VA 753-796	01/25/96

13.49.2 WHITTLE CATS		
PF-CT-101 Catfish	VA 753-797	01/25/96
PF-CT-102 Say "Cheeze"	VA 753-798	01/25/96
PF-CT-103 Cat Nap	VA 753-799	01/25/96
PF-CT-104 Bird Lover	VA 753-800	01/25/96
PF-CT-105 Yum!	VA 753-801	01/25/96
PF-CT-106 Love You		
PF-CT-123 Say "Cheeze"	VA 753-583	01/25/96
PF-CT-201 Catch Of The Day	VA 753-584	01/25/96
PF-CT-301 Catch Of The Day	VA 753-585	01/25/96
PF-CT-302 Say "Cheeze"	VA 753-586	01/25/96
PFT-CT-201 Whittle Cats	VA 770-778	05/20/96
PFT-CT-3-1 Whittle Cats	VA 770-779	05/20/96

NOTE: PF-CT-106 Love You was addressed in my letters to Stevie Withers dated August 1996 and January 1997.

13.49.3 NATURE'S GARDEN		
PF-BH-201 Garden Lodging	VA 753-576	01/25/96
PF-BH-301 Garden Lodging	VA 753-575	01/25/96
PFT-FL-301 My Little Garden	VA 775-950	01/25/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.49.4 PHOTO FRAMES		
PF-FS-101 Flower Shoppe	VA 824-585	01/24/97
PF-FS-102 Balcony	VA 859-349	06/02/97
PF-FS-103 Flower Cart	VA 824-584	01/24/97
PF-FS-104 Doorway	VA 824-583	01/24/97
PF-FS-105 Mixed Bouquet		
PF-FS-106 Flower Buckets	VA 824-582	01/24/97
PF-FS-301 Flower Shoppe	VA 776-959	03/21/96
NOTE: Registration certificate for PF-FS-105 Mixed Bouquet has not been received as of December 1997.		

13.49.5 OCEANIA		
PF-OG-202 Starfish/PF-OW-202 Starfish	VA 770-776	05/20/96
PF-OW-201 Shimmering Reef	VA 770-799	05/20/96
PF-OW-301 Shimmering Reef	VA 770-798	05/20/96
PF-OWG-201 Shimmering Reef	VA 770-797	05/20/96
PF-OWG-301 Shimmering Reef	VA 770-795	05/20/96
NOTE: PF-OG-202 and PF-OW-202 are registered together by copyright office.		

13.49.6 SWEET BABY		
PF-SB-201 (301/401) Little One	VA 770-735	05/20/96
PF-SB-302 Baby Love	VA 770-734	05/20/96

13.49.7 TEA PARTY		
PF-TP-101 White Teapot	VA 793-083	07/26/96
PF-TP-102 Tea Party	VA 793-084	07/26/96
PF-TP-103 Sweets	VA 793-085	07/26/96
PF-TP-104 Friends	VA 793-086	07/26/96
PF-TP-105 Blue Teapot	VA 793-087	07/26/96
PF-TP-106 Crazy Cups	VA 793-088	07/26/96
PF-TP-302 Tea Party (Rectangular)	VA 793-089	07/26/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-TP-303 Teapot	VA 793-090	07/26/96
PF-TP-304 Afternoon Tea	VA 859-350	06/02/97
PFC-TP-501 Crazy Cups	VA 824-600	01/24/97

13.49.8 VICTORIAN ROSE

PF-VI-201/301/401 Finery	VA 793-092	07/26/96
PF-VI-302 Boudoir Reflection	VA 793-091	07/26/96
PFC-VI-501 Dresser	VA 824-601	01/24/97
PFT-VI-201 Finery	VA 824-602	01/24/97
PFT-VI-301 Finery	VA 824-603	01/24/97

SEASONAL PHOTOFRAMES

13.49.9 VALENTINE'S DAY - RIBBONS AND ROSES

PF-RI-102 Double Heart	VA 793-093	07/26/96
PF-RI-201 Medium Single Heart	VA 793-094	07/26/96
PF-RI-202 Double Rectangle	VA 793-095	07/26/96
PF-RI-301 Arched Rectangle	VA 793-096	07/26/96
PFT-RI-301 Roses	VA 793-097	07/26/96

13.49.10 SNUGGLE BUDDIES

PET-SN-201 Friends Forever	VA 824-597	01/24/97
PET-SN-301 Friends Forever	VA 824-598	01/24/97
PET-SN-401 Friends Forever	VA 824-579	01/24/97
PFC-SN-501 Doll House	VA 824-580	01/24/97

13.49.11 TO THE GARDEN

PF-TG-101 Watering Can	VA 824-591	01/24/97
PF-TG-102 Clay Pot	VA 824-590	01/24/97
PF-TG-103 Birdhouse	VA 824-589	01/24/97
PF-TG-104 Straw Hat	VA 824-608	01/24/97
PF-TG-105 Feed The Birds!	VA 824-607	01/24/97
PF-TG-106 Garden	VA 824-606	01/24/97

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PF-TG-201/301 In The Garden	VA 824-605	01/24/97
PF-TG-302 Flower Pot	VA 859-351	06/02/97
PFC-TG-501 To The Garden	VA 824-599	01/24/97

13.49.12 TWEETIE TOWN

PF-TT-102 Pea Pod	VA 859-342	06/02/97
PF-TT-105 Sunshine House	VA 859-343	06/02/97
PF-TT-106 Bee Bungalow	VA 859-344	06/02/97
PFC-TT-501 Main Tweet	VA 859-347	06/02/97
PFT-TT-201 Main Tweet	VA 859-345	06/02/97
PFT-TT-301 Main Tweet	VA 859-346	06/02/97

13.50 PHOTO MAGNETS

PM-G-23 Patchwork Toys	VA 414-561	07/02/90
PM-G-24 Bunny Patch	VA 414-562	07/02/90
PM-G-25 Just Ducky	VA 414-564	07/02/90
PM-G-26 1-Year Birthday	VA 414-563	07/02/90
PM-G-27 2-Year Birthday	VA 414-565	07/02/90
PM-G-28 3-Year Birthday	VA 414-566	07/02/90
PM-G-29 School Daze	VA 414-537	07/02/90
PM-G-30 Summer Daze	VA 414-567	07/02/90
PM-G-31 Dancer	VA 414-568	07/02/90
PM-G-32 Sport	VA 414-569	07/02/90
PM-G-33 The Graduate	VA 414-577	07/02/90
PM-G-34 Wedding Bells	VA 414-579	07/02/90
PM-G-35 Floral Bouquet	VA 414-578	07/02/90
PM-G-36 Navajo Pueblo	VA 414-535	07/02/90
PM-G-38 Skier	VA 414-570	07/02/90
PM-G-39 Beach	VA 414-571	07/02/90
PM-G-40 Dog	VA 414-573	07/02/90
PM-G-41 Cat	VA 414-572	07/02/90
PM-G-42 Baby Blocks (Girl/Boy)	VA 982-639	08/12/91

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PM-G-44 Baby Rattle (Girl/Boy)	VA 481-473	08/12/91
PM-G-46 Animal Friends	VA 466-629	08/12/91
PM-G-47 Balloon Bear	VA 466-632	08/12/91
PM-G-48 Love Bears	VA 466-633	08/12/91
PM-G-49 Pretty Kitties	VA 466-631	08/12/91
PM-G-50 Mom's Kitchen	VA 466-628	08/12/91
PM-G-51 Love You	VA 466-617	08/12/91
PM-G-52 Soccer Star	VA 982-640	08/12/91
PM-G-53 Baseball Star	VA 982-643	08/12/91
PM-G-54 Football Star	VA 982-638	08/12/91
PM-G-55 Surfer	VA 982-641	08/12/91
PM-G-57 Boob Tub	VA 463-146	06/18/91
PM-G-58 Mug Mug	VA 463-147	06/18/91
PM-G-59 Say Cheese	VA 463-148	06/18/91
PM-G-64 Back to School	VA 463-154	06/18/91
PM-G-66 Rose Basket Horizontal	VA 463-155	06/18/91
PM-G-69 American Flag	VA 466-604	08/12/91
PM-G-86 Avant Guard Dog	VA 223-953	03/30/92
PM-G-87 Krazy Kat	VA 223-954	03/30/92
PM-G-88 HowlariouS Coyote	VA 223-955	03/30/92
PM-G-89 Wildwest Mission	VA 223-956	03/30/92
PM-G-90 ABC's	VA 225-142	03/30/92
PM-G-91 Thatched Cottage	VA 223-957	03/30/92
PM-G-92 Honeymoon Express	VA 223-958	03/30/92
PM-G-93 Hockey Star	VA 223-959	03/30/92
PM-G-94 Basketball Star	VA 223-960	03/30/92
PM-G-96 Rose Garland	VA 223-961	03/30/92
PM-G-97 Over The Hill	VA 223-962	03/30/92
PM-G-98 Musical	VA 223-963	03/30/92
PM-G-99 Puppy	VA 223-964	03/30/92
PM-G-100 Kitties	VA 223-965	03/30/92

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
NOTE: The following Photo Magnets works are registered under various other series:		
BABY STEPS 13.1		
PM-G-21 (22) Baby Shoes (Girl/Boy) [Baby Steps Number 11 (RR-11 & RR-12)]	VA 404-836	03/26/90
PM-G-67/68 Bundle of Joy (Girl/Boy) [PF-BS-305]	VA 463-856	06/18/91
SOUTHWESTERN 13.3		
PM-G-37 Pueblo Cactus Pots [PF-SW-21]	VA 428-033	07/02/90
TUMMY TICKLERS 13.14		
PM-G-60 Freddy Teddy [PF-TT-21]	VA 463-848	06/18/91
PM-G-61 Heddy Teddy [PF-FT-22]	VA 463-852	06/18/91
PM-G-62 Meow [PF-TT-24]	VA 463-850	06/18/91
PM-G-63 Bow Wow [PF-TT-25]	VA 463-855	06/18/91
PM-G-65 Funny Bunny [PF-TT-23]	VA 463-851	06/18/91

13.51 PHOTO MAGNETS - SEASONAL		
PM-S-21 Halloween Scene	VA 414-576	07/02/90
PM-S-22 Christmas Bear/Train	VA 414-574	07/02/90
PM-S-23 Christmas Bear/Horse	VA 414-575	07/02/90
PM-S-24 Christmas Pueblo	VA 414-536	07/02/90
PM-S-25 Christmas Casa - 25	VA 414-534	07/02/90
NOTE: The following Photo Magnets - Seasonal works are registered under HALLOWEEN/HARVEST PHOTO FRAMES 13.27		
PM-S-19 Halloween Cat [PF-HW-23]	VA 463-145	06/18/91
PM-S-20 Halloween Ghost [PF-HW-22]	VA 463-144	06/18/91

13.52 PHOTO MAGNETS - WILD AT HEART		
PM-WH-21 Love Letters - Hearts	VA 598-160	09/14/93
PM-WH-22 Love Letters - Posies	VA 598-162	09/14/93
PM-WH-23 Love Letters - Hearts	VA 598-161	09/14/93
PM-WH-24 Love Notes - Tulips	VA 598-163	09/14/93

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.53 PHOTO MAGNETS - COUNTRY PRIMITIVE		
PMG-CP-101 Love You Birdhouse	VA 690-086	03/27/95
PMG-CP-102 Love You Cat	VA 690-087	03/27/95
PMG-CP-103 Love You Bird	VA 690-089	03/27/95
PMG-CP-104 Bless Your Heart	VA 690-090	03/27/95

13.54 PHOTO MAGNETS - SUMMERHOUSE GARDEN		
PMG-SG-101 Rose Pot	VA 690-088	03/27/95
PMG-SG-102 Sunflower	VA 690-092	03/27/95
PMG-SG-103 Garden Wall	VA 690-093	03/27/95
PMG-SG-104 Sunflower Garden	VA 690-095	03/27/95

PHOTO ORNAMENTS

13.55 PHOTO ORNAMENTS		
CATS		
PO-CT-21 Persian	VA 466-593	08/12/91
PO-CT-22 Tabby - Red	VA 466-592	08/12/91
PO-CT-23 Tabby - Silver	VA 466-591	08/12/91
PO-CT-24 Black and White	VA 466-603	08/12/91
PO-CT-25 Siamese	VA 466-602	08/12/91
PO-CT-26 Calico	VA 466-601	08/12/91
DOGS		
PO-D-21 Rottweiler	VA 466-600	08/12/91
PO-D-22 Labrador - Black	VA 466-599	08/12/91
PO-D-23 Labrador - Yellow	VA 466-598	08/12/91
PO-D-24 German Shepherd	VA 466-614	08/12/91
PO-D-25 Golden Retriever	VA 466-613	08/12/91
PO-D-26 Schnauzer	VA 466-612	08/12/91
PO-D-27 Cocker Spaniel	VA 466-608	08/12/91
SOUTHWEST CHRISTMAS		
PO-SWX-21 Merry Christmas Pueblo	VA 510-339	04/21/92
PO-SWX-22 Coyote Wreath	VA 510-337	04/21/92
PO-SWX-23 Christmas Cactus	VA 510-338	04/21/92

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PO-SWX-24 Pueblo Window	VA 510-336	04/21/92
CHRISTMAS		
PO-X-21 Santa	VA 466-611	08/12/91
PO-X-22 Snowman	VA 466-610	08/12/91
PO-X-24 Nutcracker (Red/Blue)	VA 466-609	08/12/91
PO-X-25 Teddy Bear	VA 466-607	08/12/91
PO-X-26 Baby's 1* Christmas [Pastel Shoes/Antique Shoes]	VA 466-606	08/12/91
PO-X-28 Baby's 1* Christmas - Cherub	VA 466-605	08/12/91
PO-X-29 Santa - Drum	VA 510-353	04/21/92
PO-X-30 Snowman - Drum	VA 510-352	04/21/92
PO-X-31 Teddy - Drum	VA 510-351	04/21/92
PO-X-32 Mouse - Drum	VA 510-354	04/21/92
PO-X-33 Puppy - Drum	VA 510-350	04/21/92
PO-X-34 Kitty - Drum	VA 510-349	04/21/92
PO-X-35 Christmas Train	VA 510-348	04/21/92
PO-X-36 Santa's Helper - Doghouse	VA 510-347	04/21/92
PO-X-37 Santa's Helper - Cat	VA 510-344	04/21/92
PO-X-38 Mrs. Claus	VA 510-346	04/21/92
PO-X-39 Christmas Mouse	VA 510-345	04/21/92
PO-X-40 Christmas Puppy	VA 510-343	04/21/92
PO-X-41 Christmas Kitty	VA 510-342	04/21/92
PO-X-42 Christmas House	VA 510-341	04/21/92
PO-X-43 Christmas Fireplace	VA 510-340	04/21/92
ART EXCHANGE/WALL DECOR		
13.57 FIGI CLASSICS		
FG-213 A Cat Is So Nice To Come Home To	VA 468-645	08/20/91
FG-214 I Cannot Tell A Lie The Cat Did It	VA 468-644	08/20/91
FG-215 I'm Proud To Be An American	VA 468-643	08/20/91
FG-216 God Bless The U.S.A.	VA 468-642	08/20/91
FG-217 Take My Advice, I'm Not Using It	VA 468-641	08/20/91
FG-218 Welcome Friends, Family by Appointment	VA 468-640	08/20/91
FG-219 Squeeze Me Real Hard	VA 468-637	08/20/91

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
FG-220 Mom I'm Home	VA 468-638	08/20/91
FG-221 A Real Friend Loves You...	VA 468-654	08/20/91
FG-222 Welcome Home	VA 468-639	08/20/91
FG-223 Home On The Range	VA 468-657	08/20/91
FG-224 I'm In The Mood For Love	VA 468-661	08/20/91
FG-225 Wake Me For The Weekend	VA 468-660	08/20/91
FG-226 I Was Meant For Someone	VA 495-165	03/16/92
FG-227 Friends Are The Best Collectibles	VA 495-164	03/16/92
FG-228 Sleeping Is My Life	VA 495-163	03/16/92
FG-229 Laundry... You Cannot Hide	VA 495-162	03/16/92
FG-230 A Woman Like Me Is Hard To Find	VA 495-161	03/16/92
FG-231 One Neglected Dog One Spoiled Cat	VA 495-190	03/16/92
FG-232 One Old Goat And One Nice Person	VA 495-159	03/16/92
FG-233 He Loves Me He Loves Me Not	VA 495-158	03/16/92
FG-234 The Cook Accepts Tips	VA 495-157	03/16/92
FG-235 All Work And No Pay Make A Housewife	VA 495-156	03/16/92
FG-236 The Rooster Struts	VA 495-155	03/16/92
FG-237 I'd Diet But I'm Not In The Mood	VA 495-154	03/16/92
FG-238 To Teach	VA 505-187	05/15/92
FG-239 Thou Shalt Not	VA 505-189	05/15/92
FG-240 Home Is Where	VA 505-188	05/15/92
FG-241 Just Love Me	VA 505-190	05/15/92
FG-242 Good Friends	VA 505-191	05/15/92
FG-243 House Is Owned	VA 505-192	05/15/92
FG-244 My Husband Says	VA 505-193	05/15/92
FG-245 I Love To Cook	VA 505-194	05/15/92
FG-246 A Waist	VA 505-195	05/15/92
FG-247 Your Honey Is	VA 505-196	05/15/92
FG-248 The More I Know	VA 505-197	05/15/92
FG-249 You're Nobody	VA 505-198	05/15/92
FG-250 Some Chores	VA 505-199	05/15/92
FG-251 Today's Special	VA 541-688	01/07/93

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
FG-252 Recipe For A Happy Mom	VA 541-690	01/07/93
FG-253 Mom's Kitchen	VA 541-691	01/07/93
FG-254 One Nerve Left	VA 541-692	01/07/93
FG-255 Kid's Kitchen Vocabulary	VA 541-693	01/07/93
FG-256 Doggie Do's	VA 541-694	01/07/93
FG-257 Cat Commandments	VA 541-695	01/07/93
FG-258 On Having A Cow	VA 541-696	01/07/93
FG-259 Of Pigs and Men	VA 541-697	01/07/93
FG-260 Kids 4 Sale	VA 541-698	01/07/93
FG-261 Two Cats Are Better Than One	VA 541-699	01/07/93
FG-262 Mother's Maintenance	VA 541-700	01/07/93
FG-263 Good Mooooods Welcome	VA 541-701	01/07/93
FG-264 Teachers Love To Teach	VA 583-554	07/19/93
FG-265 My Cat Is My Pet	VA 583-555	07/19/93
FG-266 Grandma's Rules	VA 583-556	07/19/93
FG-267 House Rules	VA 583-557	07/19/93
FG-268 Friends Share Seasons	VA 583-558	07/19/93
FG-269 Marriage: Two Hearts	VA 583-559	07/19/93
FG-270 Bless This Home	VA 583-560	07/19/93
FG-271 I Gathered These Flowers	VA 583-561	07/19/93
FG-272 Some Bunny Love	VA 583-562	07/19/93
FG-273 Fresh Milk	VA 583-563	07/19/93
FG-274 The Cats Are In Charge	VA 583-564	07/19/93
FG-275 Together Is Best Place	VA 583-565	07/19/93
FG-276 Couch Potatoes	VA 580-181	07/29/93
FG-277 Home You Hang Your Hat	VA 629-578	07/29/93
FG-278 You Don't Own Your Cat	VA 580-170	07/29/93
FG-279 Dishwasher Training	VA 580-171	07/29/93
FG-293 Making A Friend	VA 848-044	08/11/97

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.58 BATH BOUTIQUE		
BB-168 Both Can't Look Good	VA 468-658	08/20/91
BB-169 Wash Your Paws	VA 468-659	08/20/91
BB-170 Great Beauty Takes Time	VA 468-658	08/20/91
BB-171 Oops! He Left The Dam Seat Up!	VA 468-664	08/20/91
BB-172 Splish, Splash Time For Baby's Bath	VA 495-153	03/16/92
BB-173 I'm Up, I'm Dressed...	VA 495-152	03/16/92
BB-174 I Don't Do Mornings	VA 495-151	03/16/92
BB-175 Caution, Kid Zone	VA 495-150	03/16/92
BB-176 Welcome To Our Bathroom	VA 505-200	05/15/92
BB-177 If You Sprinkle	VA 505-201	05/15/92
BB-178 I Clean This Bathroom	VA 504-847	05/15/92
BB-179 It's Been One Of Those Days	VA 504-846	05/15/92
BB-180 Guide To The Complete Bath	VA 547-086	01/07/93
BB-181 Commode Commandments	VA 547-079	01/07/93
BB-182 Husbands Are Like Bathrooms	VA 547-080	01/07/93
BB-183 Bathroom Beatitudes	VA 547-085	01/07/93
BB-184 One Little Piggy	VA 547-084	01/07/93
BB-185 Two Little Piggies	VA 547-083	01/07/93
BB-186 Three Little Piggies	VA 547-082	01/07/93
BB-187 Four Little Piggies	VA 547-081	01/07/93
BB-188 Don't Hound Me	VA 583-570	07/19/93
BB-189 A Little Privacy Please	VA 583-571	07/19/93
BB-190 Sit Your Buns Down	VA 583-572	07/19/93
BB-191 I Wish I Was Rich	VA 583-573	07/19/93
BB-192 Welcome To The Bathroom	VA 580-172	07/29/93
BB-193 Sgt. Mom's Guide	VA 580-173	07/29/93

13.59 BABY'S FIRST FRAME		
BA-111 Noah's Ark	VA 583-566	07/19/93
BA-112 Hey Diddle, Diddle	VA 583-567	07/19/93
BA-113 Clowning Around	VA 583-568	07/19/93

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
BA-114 Humpty Dumpty	VA 583-569	07/19/93
BA-209 My Story - Boy Bear	VA 468-853	08/20/91
BA-210 My Story - Girl Bear	VA 468-662	08/20/91
BA-211 Boy Bunny	VA 468-663	08/20/91
BA-212 Girl Bunny	VA 468-665	08/20/91
OBA-101 Baby's Firsts	VA 504-857	05/15/92
OBA-102 Baby's Christening	VA 504-856	05/15/92
OBA-103 Our New Baby	VA 504-855	05/15/92
OBA-104 God's Circle Of Love	VA 504-854	05/15/92
OBA-105 Baby's Family Tree	VA 504-853	05/15/92
OBA-106 Babies Are God's Special Gift	VA 504-852	05/15/92
OBA-107 Our Little Angel	VA 504-851	05/15/92
OBA-108 Baby's First Christmas	VA 504-850	05/15/92
OBA-109 My Story (Boy)	VA 504-849	05/15/92
OBA-110 My Story (Girl)	VA 504-848	05/15/92
OBA-111 Noah's Ark	VA 583-566	07/19/93
OBA-112 Hey Diddle, Diddle	VA 583-567	07/19/93
OBA-113 Clowning Around	VA 583-568	07/19/93
OBA-114 Humpty Dumpty	VA 583-569	07/19/93

13.60 KID ZONE		
OKZ-101 Dirty Kids Welcome Here (Boy)	VA 504-854	05/15/92
OKZ-102 Dirty Kids Welcome Here (Girl)	VA 504-844	05/15/92
OKZ-103 (Boys) Stuff - Keep Out	VA 504-843	05/15/92
OKZ-104 (Girls) Room - Do Not Disturb	VA 504-842	05/15/92
OKZ-105 I Could Be A Perfect Kid	VA 504-861	05/15/92
OKZ-106 Behind Every Super Kid	VA 504-862	05/15/92
OKZ-107 Be Patient - God Isn't Finished	VA 504-860	05/15/92
OKZ-108 A Clean Bathroom	VA 504-859	05/15/92
OKZ-109 I Love Everybody	VA 504-858	05/15/92

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.61 FARM FRESH		
FF-51 Farm Fresh	VA 541-709	01/07/93
FF-52 An Apple-A-Day	VA 541-708	01/07/93
FF-53 This Home Filled With Kids, Pets...	VA 541-707	01/07/93
FF-54 Old Friends Are Dearest	VA 541-706	01/07/93
FF-55 Grade A Milk	VA 541-705	01/07/93
FF-56 Fresh Cream	VA 541-704	01/07/93
FF-57 A Cat Is A Cat	VA 541-703	01/07/93
FF-58 Bacon and Eggs	VA 541-702	01/07/93
FF-59 Dinner Bell	VA 541-685	01/07/93
FF-60 Welcome Friend	VA 541-686	01/07/93
FF-61 Dairy Fresh	VA 541-687	01/07/93
FF-62 Feeding Time	VA 541-689	01/07/93
FF-63 Kitchen Closed	VA 583-574	07/19/93
FF-64 A Caring Teacher	VA 583-575	07/19/93
FF-65 Welcome To Our Country	VA 583-576	07/19/93
FF-66 God's Biggest Blessing	VA 583-577	07/19/93
FF-67 Home Grown Love	VA 583-578	07/19/93
FF-68 Family Is Where	VA 583-579	07/19/93
FF-69 A Friend To Me	VA 583-580	07/19/93
FF-70 This House, Open To Friends	VA 583-581	07/19/93
FF-71 Friendship Starts	VA 583-694	07/19/93
FF-72 One Old Goat	VA 583-695	07/19/93
FF-73 This Home Welcomes	VA 583-696	07/19/93
FF-74 Feed The Cat	VA 583-697	07/19/93

TRADEMARK

REEL: 1742 FRAME: 0448

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.70 PAPER WORKS		
CP-91F Butterfly Fish	VA 468-609	08/20/91
CP-92F Imperial Angelfish	VA 468-608	08/20/91
CP-93C Mallard Duck	VA 468-610	08/20/91
CP-94C Wood Duck	VA 468-611	08/20/91
CP-95B Oriole	VA 468-612	08/20/91
CP-96A Blue Jay	VA 468-625	08/20/91
CP-97A Coyote	VA 468-626	08/20/91
CP-98A Cowboy Boots	VA 468-627	08/20/91

13.71 SECOND NATURE		
SN-126E Sea Otter	VA 488-723	08/20/91
SN-127E Sea Turtle	VA 468-624	08/20/91
SN-128E Manatee	VA 488-724	08/20/91
SN-129E Penguins	VA 468-623	08/20/91
SN-130E Caribbean Reef I	VA 468-622	08/20/91
SN-131E Caribbean Reef II	VA 468-621	08/20/91
SN-132D Hummingbird	VA 468-620	08/20/91

13.72 FRIENDS AND NATURE		
FN-115 Toco Toucan	VA 468-619	08/20/91
FN-116 Blue Jay	VA 468-618	08/20/91
FN-117 Cardinal	VA 468-636	08/20/91
FN-118 Cockatoo	VA 468-635	08/20/91
FN-119	VA 506-983	08/20/91
FN-120 Tawny Owl	VA 468-634	08/20/91
FN-121 Flamingo	VA 468-633	08/20/91

13.73 CAST PAPER		
CP-374A Buntings	VA 488-722	08/20/91
CP-375A Finches	VA 468-613	08/20/91
CP-376A Scarlet Macaw	VA 468-614	08/20/91

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
CP-377A Toco Toucan	VA 468-615	08/20/91
CP-378A Koala Bear	VA 468-617	08/20/91
CP-379A Panda Bear	VA 468-604	08/20/91
CP-380M Humpback Whale	VA 468-616	08/20/91
CP-381M Sperm Whale	VA 468-605	08/20/91
CP-382M Seven Seas I	VA 468-607	08/20/91
CP-382M Seven Seas II	VA 468-606	08/20/91
13.74 ENCHANTED GARDEN PLAQUES		
EG-101 Rose Arbor	VA 468-632	08/20/91
EG-102 Wishing Well	VA 488-721	08/20/91
EG-103 Flower Cart	VA 468-629	08/20/91
EG-104 Tabby Cat	VA 468-628	08/20/91
EG-105 Milking Time	VA 468-630	08/20/91
EG-106 Thatched Garden	VA 468-631	08/20/91
13.80 MY COTTAGE GARDEN		
CG-101 Countryside Cottage	VA 468-655	08/20/91
CG-102 From The Garden	VA 468-646	08/20/91
CG-103 Family Treasures	VA 468-647	08/20/91
CG-104 Arbor Gate	VA 468-648	08/20/91
CG-105 In The Parlor	VA 468-649	08/20/91
CG-106 Bunny Bouquet	VA 468-650	08/20/91
CG-201 Flowers & Lace I	VA 468-651	08/20/91
CG-202 Flowers & Lace II	VA 468-652	08/20/91
13.81 SIGNS OF THE TIMES		
SI-101/102 Mama Mia/That's Italian	VA 637-431	11/09/92
SI-104/105/106 Bon Appetit/Grape Stompers/ No Wine, No Dine	VA 664-041	11/09/92
SI-108 Mi Casa Su Casa	VA 543-774	11/09/92
SI-109/110/112 Kiss The Cook/What's Cookin'/ Where's The Beef	VA 637-432	11/09/92

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
SI-114 See Food Eat Food	VA 543-773	11/09/92
SI-115 Eat Dessert First	VA 543-775	11/09/92
SI-117/118 Kitchen Closed/Lovin' From The Oven	VA 637-434	11/09/92
SI-119/120 Seasoned With Love/Garden Fresh	VA 637-433	11/09/92
SI-121 Take Out Tonite	VA 543-772	11/09/92
SI-122/123 Home Cookin/Welcome Friends	VA 637-435	11/09/92
13.82 BOOKENDS/LAMPS		
BOOKENDS		
BE-201 Baby Steps	VA 223-934	03/30/92
BE-202 Rock-A-Bye Baby	VA 223-935	03/30/92
BE-203 Patchwork Toys	VA 223-936	03/30/92
BE-204 Sports	VA 223-937	03/30/92
BE-205 Toys	VA 223-938	03/30/92
BE-206 Hey Diddle, Diddle	VA 223-939	03/30/92
BE-207 Pueblo	VA 223-940	03/30/92
BE-208 Elephants	VA 532-133	11/09/92
BE-209 Golf	VA 532-135	11/09/92
BE-210 Cottage	VA 532-136	11/09/92
BE-211 Coyote Moonrise	VA 532-137	11/09/92
BE-212 Western	VA 532-138	11/09/92
BE-213 Ballet Bear	VA 532-141	11/09/92
BE-214 Cow	VA 532-140	11/09/92
BE-214 Cows	VA 570-146	05/10/93
BE-215 Humpty Dumpty	VA 532-132	11/09/92
BE-216 Bear Mountain	VA 532-139	11/09/92
BE-217 Tropical Fish	VA 633-326	05/10/93
BE-218 Clown	VA 633-325	05/10/93
BE-220 Noah's Ark	VA 633-329	05/10/93
BE-221 Cherub	VA 570-150	05/10/93
BE-222 White Rhinos	VA 570-149	05/10/93
BE-223 Bengal Tigers [BE-224 White Tigers]	VA 625-933	05/10/93

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
BE-225 Black Quarter Horses	VA 570-148	05/10/93
BE-226 Palominos	VA 570-147	05/10/93
BE-227 Brontosaurus/Stegosaurus	VA 590-729	08/02/93
BE-228 Triceratops/Tyrannosaurus Rex	VA 590-730	08/02/93
BE-229 Dinosaur	VA 598-151	09/14/93
BE-230 Jungle Friends	VA 612-844	12/20/93
BE-231 Gone Fishin'	VA 612-879	12/20/93
BE-232 Vintage Golf	VA 613-003	12/20/93
BE-234 Happy Trails	VA 613-001	12/20/93
BE-235 Moonrise Kickers	VA 612-876	12/20/93
BE-239 La Casa Blanca	VA 578-163	05/23/94
BE-241 Country Primitive	VA 578-162	05/23/94
BE-242 Twinkle Twinkle	VA 578-112	05/23/94
BE-243 All Star	VA 578-096	05/23/94
BE-AT-201 Antique Toy Shop (LA-AT-201)	VA 728-943	05/22/95
BE-AT-302 Bear Friends	VA 770-813	05/20/96
BE-CR-201 Whirl	VA 614-527	08/18/95
BE-CT-201 Whittle Cats	VA 753-579	01/25/96
BE-FS-201 Flower Shoppe	VA 776-944	03/21/96
BE-GA-201 Cherub Bookend (LA-GA-201)	VA 690-091	03/27/95
BE-HB-201 Antique Books	VA 578-401	09/16/94
BE-MT-201 Mountain Bear	VA 673-993	02/08/95
BE-ORA-201 Gas 'N' Go	VA 700-142	05/22/95
BE-OWG-201 Tide Pool	VA 770-748	05/20/96
BE-SE-201 Sea Gear	VA 673-992	02/08/95
BE-SM-201 Symphony	VA 673-987	02/08/95
BE-SN-201 Time for Tea	VA 824-615	01/24/97
BE-ST-201 Still Life	VA 753-578	01/25/96
BE-TG-201 Garden Chair	VA 753-580	01/25/96
BE-TT-201 Town Square	VA 857-015	06/02/97
BE-VI-201 Finery	VA 793-098	07/26/96
BEM-SE-101 Sea Gear	VA 793-099	07/26/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
BEM-TP-101 Tea Party	VA 793-100	07/26/96
LAMPS		
LA-204 (BK-204) Sports	VA 625-932	05/10/93
LA-209 Golf	VA 532-134	11/09/92
LA-210 Cottage	VA 538-769	11/09/92
LA-213 Ballet Bear	VA 625-931	05/10/93
LA-216 Bear Mountain	VA 570-143	05/10/93
LA-217 Tropical Fish	VA 633-327	05/10/93
LA-218 (BK-218) Clown	VA 633-328	05/10/93
LA-220 (BK-220) Noah's Ark	VA 633-330	05/10/93
LA-229 Dinosaur	VA 590-741	08/02/93
LA-230 Jungle Friends	VA 612-845	12/20/93
LA-233 In The Garden	VA 613-002	12/20/93
LA-234 Happy Trails	VA 612-877	12/20/93
LA-235 Moonrise Duds	VA 612-875	12/20/93
LA-236 Garden Cottage	VA 612-999	12/20/93
LA-239 La Casa Blanca	VA 578-175	05/23/94
LA-AT-202 Teddy	VA 770-746	05/20/96
LA-CL-201 Cherub	VA 696-361	02/08/95
LA-CT-201 Cat Nap	VA 753-581	01/25/96
LA-FR-201 Saddle	VA 696-360	02/08/95
LA-FS-201 Flower Cart	VA 776-956	03/21/96
LA-HB-201 Antique Books	VA 578-402	09/16/94
LA-MT-201 Mountain Bear	VA 697-341	02/08/95
LA-ORA-201 Cozy Motel	VA 700-159	05/22/95
LA-OWG-201 Tide Pool	VA 770-745	05/20/96
LA-SB-201 Sweet Baby	VA 770-744	05/20/96
LA-SE-201 Lighthouse	VA 697-340	02/08/95
LA-SM-201 Symphony	VA 697-339	02/08/95
LA-SN-201 Quiet Time	VA 824-618	01/24/97
LA-ST-201 Still Life	VA 753-593	01/25/96
LA-TG-201 Garden Chair	VA 753-569	01/25/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
LA-TP-201 Crazy Cups	VA 793-070	07/26/96
LA-TT-201 Bird & Breakfast	VA 857-014	06/02/97
LA-VI-201 Silhouette	VA 793-071	07/26/96

13.82.1 MINI BOOKENDS		
BEM-AT-101 Story Time	VA 824-616	01/24/97
BEM-BS-101 Noah's Ark	VA 770-747	05/20/96
BEM-CL-101 Cherub	VA 824-617	
BEM-CT-101 Whittle Cats	VA 776-938	03/21/96
BEM-GT-101 Whittle Cats	VA 822-006	12/10/96
BEM-HB-101 Antique Books	VA 776-939	03/21/96
BEM-HB-101 Antique Books	VA 822-007	12/10/96
BEM-SE-101 Sea Gear	VA 822-008	12/10/96
BEM-SL-101 Vintage Golf	VA 776-940	03/21/96
BEM-SM-101 Composers	VA 776-941	03/21/96
BEM-SM-101 Composers	VA 822-009	12/10/96
BEM-ST-101 Still Life	VA 776-942	03/21/96
BEM-TG-101 Garden Lover	VA 776-943	03/21/96
BEM-TG-101 Garden Lover	VA 822-010	12/10/96

13.83 SELF IMAGES		
SC-AN-101 Elephants	VA 223-904	03/30/92
SC-AN-102 Giraffes	VA 223-905	03/30/92
SC-AN-103 Zebras	VA 223-906	03/30/92
SC-AN-104 Lions	VA 223-907	03/30/92
SC-AN-105 Bengal Tigers	VA 223-908	03/30/92
SC-AN-107 Koalas	VA 223-909	03/30/92
SC-AN-108 Pandas	VA 223-910	03/30/92
SC-AN-109 White Rhino	VA 570-163	05/10/93
SC-AN-110 Acacia Country	VA 570-162	05/10/93
SC-AN-111 Serengeti Plains	VA 570-161	05/10/93
SC-AN-112 Plains Bison	VA 570-160	05/10/93

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
SC-AN-113 Grizzly Bear	VA 570-159	05/10/93
SC-BR-101 American Bald Eagles	VA 223-911	03/30/92
SC-BR-103 Electus Parrots	VA 223-912	03/30/92
SC-BR-105 McCaws	VA 223-913	03/30/92
SC-BR-107 Wood Ducks	VA 570-151	05/10/93
SC-CT-101 Black & Whites	VA 223-920	03/30/92
SC-CT-102 Persians	VA 223-921	03/30/92
SC-CT-104 Red Tabbies	VA 223-922	03/30/92
SC-CT-105 Silver Tabbies	VA 223-923	03/30/92
SC-D-101 Golden Retrievers	VA 223-924	03/30/92
SC-D-102 Cocker Spaniels	VA 223-925	03/30/92
SC-D-103 Black Labradors	VA 223-926	03/30/92
SC-D-104 Yellow Labradors	VA 223-927	03/30/92
SC-D-105 Rottweilers	VA 223-928	03/30/92
SC-D-106 Schnauzers	VA 223-929	03/30/92
SC-D-107 Springer Spaniels	VA 223-930	03/30/92
SC-DI-101 Brontosaurus/Stegosaurus	VA 590-731	08/02/93
SC-DI-102 Triceratops/Tyrannosaurus Rex	VA 590-732	08/02/93
SC-H-103 Palominos	VA 223-914	03/30/92
SC-H-104 Black Quarter Horses	VA 223-915	03/30/92
SC-OC-101 Seven Seas	VA 223-916	03/30/92
SC-OC-102 Coral Reef	VA 223-917	03/30/92
SC-OC-103 Dolphins	VA 223-918	03/30/92
SC-OC-104 Orcas	VA 223-919	03/30/92
SC-OC-105 Great White Shark	VA 570-158	05/10/93
SC-OC-106 Sea Turtles	VA 570-156	05/10/93
SC-OC-107 Manatees	VA 570-155	05/10/93
SC-OC-108 Sea Otters	VA 570-154	05/10/93
SC-SW-101 Mission	VA 223-931	03/30/92
SC-SW-102 Casa Grande	VA 223-932	03/30/92
SC-SW-103 Cactus Pots	VA 223-933	03/30/92

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.84 PRINTS		
NA-B-BK1	VA 508-707	03/23/92
NA-B-BK2	VA 508-706	03/23/92
NA-G-BK1	VA 508-705	03/23/92
NA-G-BK2	VA 508-704	03/23/92
13.85 BANKS		
BK-204 (LA-204) Sports	VA 625-932	05/10/93
BK-206 Hey Diddle, Diddle	VA 570-168	05/10/93
BK-209 Golf-Green's Fees		12/20/93
BK-213 (LA-213) Ballet Bear	VA 625-931	05/10/93
BK-215 Humpty Dumpty	VA 570-165	05/10/93
BK-218 (LA-218) Clown	VA 633-328	05/10/93
BK-220 (LA-220) Noah's Ark	VA 633-330	05/10/93
BK-229 Dinosaur	VA 590-728	08/02/93
BK-240 Country Primitive Pig	VA 578-111	05/23/94
BK-241 Country Primitive Cow	VA 578-174	05/23/94
BK-242 Twinkle Twinkle	VA 578-169	05/23/94
BK-243 All Star Football	VA 578-170	05/23/94
BK-244 Play Ball	VA 578-171	05/23/94
BK-245 All Star Soccer	VA 578-172	05/23/94
BK-AT-246 Locomotive	VA 700-158	05/22/95
BK-AT-247 Teddy & Toy Chest Bank (AT: MU-AT-102 Teddy & Toy Chest Musical)	VA 753-882	01/25/96
BK-AT-248 Story Time	VA 770-743	05/20/96
BK-FR-201 Saddle	VA 673-988	02/08/95
BK-FR-202 Covered Wagon (Happy Trails)	VA 673-989	02/08/95
BK-SB-201 Sweet Baby	VA 824-558	01/24/97
BKM-BS-101 Noah's Ark	VA 770-742	05/20/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.86 WALL PLAQUES		
WP-BF-51 Wipe Your Paws - Dog	VA 700-136	05/22/95
WP-BF-52 Wipe Your Paws - Cat	VA 700-135	05/22/95
WP-BS-101 Noah's Friends (Noah's Collection Plaque)	VA 578-157	05/23/94
WP-CP-101 Welcome Friends (Country Primitive Plaque)	VA 578-167	05/23/94
WP-CT-101 Cat's In Charge	VA 824-677	01/24/97
WP-FR-101 Happy Trails	VA 700-137	05/22/95
WP-FR-102 Welcome To Wild Frontier	VA 753-582	01/25/96
WP-GA-101 All Things Grow	VA 690-102	03/27/95
WP-MT-101 Welcome Bear	VA 570-153	05/10/93
WP-MT-102 Gone Fishin'	VA 570-152	05/10/93
WP-SE-101 Welcome Aboard	VA 673-990	02/08/95
WP-SG-101 Welcome	VA 770-781	05/20/96
WP-SL-101 Resident Pro (Vintage Golf Plaque)	VA 578-107	05/23/94
WP-SN-101 Friends Forever	VA 824-676	01/24/97
WP-SW-101 Mi Casa Es Su Casa (Southwestern/Casa Blanca Plaque)	VA 578-106	05/23/94
WP-TG-101 Gardener	VA 770-780	05/20/96

13.87 WATER GLOBES		
WG-206 Hey Diddle, Diddle	VA 570-167	05/10/93
WG-215 Humpty Dumpty	VA 570-166	05/10/93

13.88 BOXES/FIGURES		
BOXES		
BX-AN-101 Elephant	VA 612-871	12/20/93
BX-AN-102 Giraffe	VA 612-842	12/20/93
BX-AN-103 Zebra	VA 612-870	12/20/93
BX-AN-104 Lion	VA 612-869	12/20/93
BX-AN-105 Bengal Tiger	VA 612-868	12/20/93
BX-AN-109 White Rhino	VA 612-839	12/20/93
BX-AN-113 Grizzly Bear	VA 612-840	12/20/93
BX-AT-101 Toy Chest	VA 700-175	05/22/95

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
BX-AT-102 Antique Shop	VA 753-856	01/25/96
BX-AT-103 Wagon Ride	VA 770-741	05/20/96
BX-BL-101 Blooms 'N Lace	VA 578-173	05/23/94
BX-BL-102 Blooms 'N Lace (Heart)	VA 578-168	05/23/94
BX-BS-101 The Ark	VA 578-109	05/23/94
BX-BS-102 Whale	VA 700-174	05/22/95
BX-BS-103 Hey Diddle, Diddle	VA 697-332	02/08/95
BX-CL-101 Cherub	VA 578-114	05/23/94
BX-CL-103 Classic Column	VA 770-740	05/20/96
BX-CLB-102 Temple (Blue/Gold) (AT: BX-CL-102 Temple/Carrara)	VA 753-896	01/25/96
BX-CP-101 Cat	VA 578-100	05/23/94
BX-CP-102 Birdhouse	VA 578-101	05/23/94
BX-CP-104 Feathered Friend	VA 753-895	01/25/96
BX-CT-101 Say "Cheeze"	VA 753-890	01/25/96
BX-D-101 German Shepherd	VA 697-331	02/08/95
BX-D-102 Collie	VA 697-330	02/08/95
BX-D-103 Rottweiler	VA 697-329	02/08/95
BX-D-104 Labrador Black	VA 694-468	02/08/95
BX-D-105 Labrador Yellow	VA 694-481	02/08/95
BX-D-106 Golden Retriever	VA 696-364	02/08/95
BX-D-107 Cocker	VA 697-328	02/08/95
BX-DI-101 Stegosaurus (FI-DI-101)	VA 590-733	08/02/93
BX-DI-102 Triceratops (FI-DI-102)	VA 590-734	08/02/93
BX-DI-103 Baby Triceratops (FI-DI-103)	VA 590-735	08/02/93
BX-DI-104 Baby Tyrannosaurus (FI-DI-104)	VA 590-736	08/02/93
BX-EM-102 Fleur-De-Lis	VA 757-133	01/25/96
BX-FR-101 Happy Trails	VA 612-878	12/20/93
BX-FR-102 Kickers	VA 697-327	02/08/95
BX-FR-103 Hat With Tray Brim	VA 700-176	05/22/95
BX-FR-104 Stable	VA 753-897	01/25/96
BX-FR-105 English Saddle	VA 770-739	05/20/96
BX-FR-106 Boots & Hat	VA 824-557	01/24/97

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
BX-FS-101 Flower Cart (AT: MU-FS-101)	VA 776-961	03/21/96
BX-GA-101 Topiary Pot	VA 690-094	03/27/95
BX-GF-101 Tackle Box	VA 857-024	06/02/97
BX-GG-102 Quaint Cottage	VA 696-363	02/08/95
BX-GG-103 Primrose Pot	VA 696-362	02/08/95
BX-GG-104/105/106 Rose With Butterfly	VA 700-177	05/22/95
BX-H-103 Palominos	VA 612-872	12/20/93
BX-HB-101 Antique Books	VA 578-400	09/16/94
BX-HB-102 Writing Desk	VA 700-178	05/22/95
BX-HB-103 Literary Friend	VA 824-556	01/24/97
BX-MT-101 Mountain Cabin	VA 612-860	12/20/93
BX-MT-102 Whittle Fish	VA 700-179	05/22/95
BX-MT-103 Timberwolf	VA 673-978	02/08/95
BX-MT-104 Cabin	VA 753-857	01/25/96
BX-ORA-101 Woodie Wagon	VA 700-180	05/22/95
BX-ORA-102 Travel Trailer	VA 700-181	05/22/95
BX-ORA-103 Juke Box	VA 770-738	05/20/96
BX-OWG-101 Tide Pool	VA 770-737	05/20/96
BX-SB-101 Sweet Baby	VA 770-736	05/20/96
BX-SE-101 Lighthouse	VA 673-979	02/08/95
BX-SG-101 In The Garden	VA 612-859	12/20/93
BX-SG-102 Sunflower	VA 578-099	05/23/94
BX-SG-104 Bonnet	VA 690-096	03/27/95
BX-SG-105 Watering Can	VA 753-891	01/25/96
BX-SL-101 Vintage Golf Bag	VA 578-102	05/23/94
BX-SL-102 Golf Bag	VA 578-113	05/23/94
BX-SL-103 Vintage Golf	VA 857-023	06/02/97
BX-SM-101 Violin	VA 673-982	02/08/95
BX-SM-102 Piano	VA 700-182	05/22/95
BX-SN-101 Buggy Ride	VA 824-555	01/24/97
BX-SN-102 Friends Forever	VA 824-554	01/24/97
BX-SO-101 Celestial I	VA 612-867	12/20/93

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
BX-SO-201 Celestial II	VA 612-858	12/20/93
BX-SO-301 Celestial III	VA 612-861	12/20/93
BX-SP-101 All Sports Box	VA 700-183	05/22/95
BX-ST-101 Still Life	VA 762-347	01/25/96
BX-ST-102 Paint Tube	VA 770-756	05/20/96
BX-SW-101 Coyote Moonrise	VA 612-873	12/20/93
BX-SW-102 Pueblo	VA 612-874	12/20/93
BX-SW-103 Cactus Pot	VA 578-108	05/23/94
BX-SW-106/107 Chili Basket	VA 700-152	05/22/95
BX-SWA-101 Southwest Symbols	VA 770-755	05/20/96
BX-TF-102 Reef	VA 700-151	05/22/95
BX-TP-103 Tea Time Popper Box	VA 859-348	06/02/97
BX-TG-101 In The Garden	VA 824-553	01/24/97
BX-TT-101 Magpie Market	VA 857-022	06/02/97
BX-TT-103 Main Tweet	VA 857-021	06/02/97
BX-TW-101 Twinkle Twinkle	VA 578-105	05/23/94
BX-VCLG-101 Mandolin Box	VA 578-399	09/16/94
BX-VCP-101 I Love You/Birds	VA 578-398	09/16/94
BX-VI-102 Victorian Settee (Sofa)	VA 824-552	01/24/97
BX-VV-201/202/301/302 Single Heart Box	VA 598-153	09/14/93
BX-WH-101 Heart Box	VA 598-155	09/14/93
BX-WH-102 Flower Box	VA 598-154	09/14/93
FIGURES		
FI-AT-101 Martha	VA 824-542	01/24/97
FI-AT-102 Benjamin	VA 824-543	01/24/97
FI-AT-103 Grampa & Max	VA 824-541	01/24/97
FI-AT-104 Owen	VA 824-687	01/24/97
FI-AT-105 Phoebe & Madeline	VA 844-460	01/24/97
FI-AT-106 Fred & Eddy	VA 824-686	01/24/97
FI-CT-103 Sweet Pea	VA 824-685	01/24/97
FI-CT-104 Sophie	VA 824-684	01/24/97
FI-DI-101 Stegosaurus	VA 612-866	12/20/93

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
FI-DI-102 Triceratops	VA 612-891	12/20/93
FI-DI-103 Baby Triceratops	VA 612-890	12/20/93
FI-DI-104 Baby Tyrannosaurus	VA 612-865	12/20/93
FI-SN-101 Daisy Dog	VA 824-683	01/24/97
FI-SN-102 Honey Bunny	VA 824-682	01/24/97
FI-SN-103 Bobbi Bear	VA 824-681	01/24/97
FI-SN-104 Lovey Lamb	VA 824-680	01/24/97
FI-SN-105 Princess Kitty	VA 824-679	01/24/97
FI-SN-106 Honey & Bobbi	VA 824-678	01/24/97
FI-TF-101 Tropical Fish	VA 612-841	12/20/93
FI-TT-102 Boss Tweet	VA 857-013	06/02/97
FI-TT-103 Woodrow	VA 857-012	06/02/97
FI-TT-104 Gladys Nightingale	VA 857-011	06/02/97
FI-TT-105 Teacher's Pet	VA 857-010	06/02/97
FI-TT-106 School Daze	VA 857-025	06/02/97

13.88.1 STAMP BOXES

SD-CT-101 Say "Cheeze"	VA 776-945	03/21/96
SD-CT-101 Say "Cheeze"	VA 822-031	12/10/96
SD-HB-101 Antique Books	VA 776-946	03/21/96
SD-HB-101 Antique Books	VA 822-032	12/10/96
SD-SE-101 Lighthouse	VA 822-033	12/10/96
SD-ST-101 Paint Tube	VA 776-947	03/21/96
SD-TG-101 Bird House	VA 776-948	03/21/96
SD-TG-101 Bird House	VA 822-034	12/10/96

13.89 MIRRORS

MR-AT-210 Antique Toys Mirror	VA 753-869	01/25/96
MR-AT-211 Bear Friends	VA 770-763	05/20/96
MR-CL-210 Temple	VA 578-104	05/23/94
MR-CP-210 Country Primitive Mirror	VA 578-164	05/23/94
MR-FR-210 Wanted Mirror	VA 578-165	05/23/94

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
MR-FR-211/315 Boots & Barbed Wire	VA 711-328	05/22/95
MR-GA-210 Classic Garden	VA 690-100	03/27/95
MR-GG-210 Garden Shed Mirror	VA 578-166	05/23/94
MR-HB-210 Antique Books	VA 578-403	09/16/94
MR-MT-210 Cabin Mirror	VA 578-139	05/23/94
MR-SE-210 Anchors A Weigh	VA 697-334	02/08/95
MR-SG-210 Garden Mirror	VA 578-097	05/23/94
MR-SL-210 Fishing Camp	VA 690-098	03/27/95
MR-SL-211 Vintage Golf	VA 690-101	03/27/95
MR-SM-210 Symphony	VA 697-333	02/08/95
MR-SW-210 La Casa Blanca	VA 578-098	05/23/94
MR-TF-210 Tropical Fish Mirror	VA 753-868	01/25/96
MR-VI-210 Finery	VA 793-072	07/26/96

13.90 MUGS		
MU-WH-21 I Love You	VA 598-166	09/14/93
MU-WH-22 Wild About You	VA 608-870	09/14/93
MU-WH-23 Heart Bouquet	VA 598-165	09/14/93
MU-WH-24 Love Struck	VA 598-164	09/14/93

13.91 SWITCH PLATES		
SP-AT-101 Antique Toys	VA 753-889	01/25/96
SP-AT-102 Teddy	VA 770-771	05/20/96
SP-BA-101 Fruits & Veggies	VA 857-019	06/02/97
SP-BS-101 Noah's Ark	VA 705-464	03/27/95
SP-BS-102 Hey Diddle, Diddle	VA 705-459	03/27/95
SP-CLB-101 Neo-Classical	VA 705-458	03/27/95
SP-CP-101 Country Primitive	VA 705-468	03/27/95
SP-CR-101 Tempest	VA 614-526	08/18/95
SP-CT-101 Gotcha!	VA 753-886	01/25/96
SP-EM-101 Royal	VA 700-172	05/22/95
SP-FR-101 Saddleback Ranch	VA 705-457	03/27/95

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
SP-FR-102 Happy Trails	VA 690-073	03/27/95
SP-FS-101 Flower Shoppe	VA 776-957	03/21/96
SP-GA-101 Classic Garden	VA 690-074	03/27/95
SP-GF-101 Bass	VA 857-017	06/02/97
SP-GG-101 Garden Gate	VA 690-078	03/27/95
SP-HB-101 Heritage Books	VA 690-075	03/27/95
SP-MT-101 Bear Mountain	VA 690-076	03/27/95
SP-QC-101 Cozy Cottage	VA 753-888	01/25/96
SP-SB-101 Sweet Baby	VA 770-770	05/20/96
SP-SE-101 Seaport	VA 690-077	03/27/95
SP-SG-101 Summerhouse Garden	VA 690-079	03/27/95
SP-SL-101 Vintage Golf	VA 690-080	03/27/95
SP-SM-101 Symphony	VA 690-081	03/27/95
SP-SN-101 Friends Forever	VA 824-690	01/24/97
SP-SP-101 All Star	VA 690-082	03/27/95
SP-ST-101 Still Life	VA 753-887	01/25/96
SP-SW-101 La Casa Blanca	VA 690-083	03/27/95
SP-SW-102 Southwest Pueblo	VA 700-173	05/22/95
SP-TF-101 Tropical Fish	VA 690-084	03/27/95
SP-TG-102 Garden Home	VA 857-020	06/02/97
SP-TP-101 Time For Tea	VA 793-079	07/26/96
SP-TT-101 Bird & Breakfast	VA 857-016	06/02/97
SP-TW-101 Twinkle, Twinkle	VA 690-085	03/27/95
SP-VI-101 Finery	VA 793-080	07/26/96
SPD-AT-101 Bear Family	VA 824-689	01/24/97
SPD-BA-101 Fruits & Veggies	VA 857-018	06/02/97
SPD-BS-101 Noah's Ark	VA 824-688	01/24/97
SPD-FS-101 Flower Shoppe	VA 824-692	01/24/97
SPD-SB-101 Sweet Baby	VA 824-693	01/24/97
SPD-TG-101 Garden Home	VA 824-694	01/24/97

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.92 CLOCKS		
CK-AT-201 Toy Time	VA 700-170	05/22/95
CK-ATS-201 Train	VA 824-551	01/24/97
CK-BS-201 Noah's Ark Clock	VA 753-870	01/25/96
CK-CL-201 Temple	VA 673-981	02/08/95
CK-CP-201 Country Primitive	VA 673-980	02/08/95
CK-CT-201 Say "Cheeze" Clock	VA 753-872	01/25/96
CK-FR-201 Horse & Brands	VA 673-983	02/08/95
CK-FR-202 Cowboy Kickers	VA 824-550	01/24/97
CK-FS-201 Flower Shoppe	VA 776-958	03/21/96
CK-GA-201 Classic Garden	VA 690-097	03/27/95
CK-HB-201 Antique Books	VA 673-985	02/08/95
CK-MT-201 Whispering Pines	VA 673-984	02/08/95
CK-ORA-201 Go 4 It	VA 700-171	05/22/95
CK-OWG-201 Coral Reef	VA 824-549	01/24/97
CK-QC-201 Quaint Cottage	VA 824-548	01/24/97
CK-SB-201 Sweet Baby	VA 824-547	01/24/97
CK-SE-201 Anchors A Weigh	VA 673-986	02/08/95
CK-SG-201 Sunflower	VA 673-995	02/08/95
CK-SL-201 Vintage Golf	VA 690-099	03/27/95
CK-SM-201 Music Lover	VA 673-994	02/08/95
CK-SM-202 Music Lover	VA 824-546	01/24/97
CK-SP-201 All Star Clock	VA 753-867	01/25/96
CK-ST-201 Still Life Clock	VA 753-871	01/25/96
CK-SW-202 Los Arcos	VA 700-165	05/22/95
CK-TF-201 Hidden Reef Clock	VA 753-865	01/25/96
CK-TG-201 Garden Birdhouse Clock	VA 753-866	01/25/96
CK-TP-201 Tea Time	VA 793-067	07/26/96
CK-VI-201 Boudoir Reflection	VA 793-068	07/26/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.93 CRYSTAL VALLEY		
CV-21 Beary Finished	VA 824-675	01/24/97
CV-22 Wings Of Love	VA 824-576	01/24/97
CV-23 Christmas Blessing	VA 824-577	01/24/97
CV-24 Santa's Crystal Valley	VA 824-578	01/24/97
CV-25 Bear Best Friend	VA 824-574	01/24/97
CV-26 In The Spirit	VA 824-575	01/24/97
CV-51 Welcome Home	VA 824-573	01/24/97
CV-52 Holiday Anticipation	VA 824-670	01/24/97
CV-53 All Aboard	VA 824-671	01/24/97
CV-54 Magic Touch	VA 824-672	01/24/97
CV-55 Santa's Junior Express	VA 824-673	01/24/97
CV-56 A Cuddly Masterpiece	VA 824-674	01/24/97
CV-101 Polar Bear Angel	VA 697-335	02/08/95
CV-102 Santa's Reflection	VA 696-367	02/08/95
CV-103 Star Bright	VA 696-366	02/08/95
CV-104 Rocking Horse Dreams	VA 696-369	02/08/95
CV-106 Capture The Spirit	VA 696-365	02/08/95
CV-107 Dashing Through The Snow	VA 770-750	05/20/96
CV-109 A Secret Recipe (AT: CV-109 Santa's Treat)	VA 753-860	01/25/96
CV-110 Frolicking Friends (AT: CV-110 Ice Skating)	VA 753-859	01/25/96
CV-301 Smile Mr. Snowman	VA 697-342	02/08/95
CV-302 Sledding With Santa	VA 697-338	02/08/95
CV-303 Santa's Dilemma	VA 697-337	02/08/95
CV-401 Dreams Can Come True (AT: CV-304 Nutcracker)	VA 753-868	01/25/96
CV-402 Room for One More? (AT: CV-305 Toy Chest)	VA 753-858	01/25/96
CV-501 The Finishing Touch	VA 697-336	02/08/95
CV-502 The Santa Express	VA 696-368	02/08/95
CV-601 A Very Special Request (AT: CV-504 Doll House)	VA 753-862	01/25/96
CV-602 The Audition (AT: CV-506 Carolers) Dashing Through The Snow	VA 753-861	01/25/96
CV-603 Heavenly Creations	VA 770-751	05/20/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
CV-604 Santa's Daring Rescue	VA 824-569	01/24/97
CV-701 A Gift For Santa	VA 696-370	02/08/95
CV-801 Magic In The Making (AT: CV-702 Santa's Toy Shop)	VA 753-864	01/25/96
CV-802 The Book Of Legends	VA 824-619	01/24/97
CV-1001 Journey To Crystal Valley (AT: CV-801 Magic In The Making)	VA 753-898	01/25/96

13.94 CANDLE HOLDERS		
CA-CR-103 Tempest	VA 614-525	08/18/95
CA-CR-104 Cascade	VA 614-529	08/18/95
CA-EM-101 Crown	VA 700-166	05/22/95
CA-EM-102 Royal (Topper)	VA 700-167	05/22/95
CA-EM-103 Royal (Pillar)	VA 700-168	05/22/95
CA-EM-104/105 Majestic	VA 700-169	05/22/95
CA-HB-101 Antique Books	VA 770-754	05/20/96
CA-OG-102 Star Fish	VA 770-753	05/20/96
CA-OW-101 Coral	VA 770-758	05/20/96
CA-OWG-101 Coral	VA 770-749	05/20/96
CA-SM-101 Music Lover	VA 770-765	05/20/96
CA-SWA-101 Southwest Symbols	VA 770-764	05/20/96

13.95 DOOR TOPPERS		
DT-AT-901 Bear Buddies	VA 824-545	01/24/97
DT-BS-901 Noah's Ark Door Topper	VA 700-164	05/22/95
DT-SP-901 Just Do It!	VA 824-544	01/24/97

13.96 DISHES		
DSH-CR-101 Torrent	VA 753-885	01/25/96
DSH-EM-101 Royal	VA 700-163	05/22/95
DSH-OWG-101 Tide Pool	VA 770-752	05/20/96
DSH-SB-101 Baby Shoe/Boy (AT: DSH-SB-102 Baby Shoe/Girl)	VA 770-757	05/20/96
PD-CT-101 A Fish In Every Dish!	VA 824-691	01/24/97

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
13.97 TIN GARDEN STAKES		
TGS-CP-101 Welcome	VA 614-539	08/18/95
TGS-CP-102 My Garden	VA 614-530	08/18/95
TGS-CP-103 Birdhouse	VA 614-534	08/18/95
TGS-CP-104 Cat Crossing	VA 614-535	08/18/95
TGS-CP-105 Cow Crossing	VA 614-533	08/18/95
TGS-CP-106 Pig Crossing	VA 614-536	08/18/95

13.98 VOTIVES		
VO-AT-101 Antique Shop	VA 614-545	08/18/95
VO-CLB-101 Temple	VA 614-531	08/18/95
VO-CP-101 Birdhouse	VA 614-532	08/18/95
VO-CT-101 Say "Cheeze"	VA 573-571	01/25/96
VO-FR-101 Stable	VA 614-518	08/18/95
VO-FS-101 Flower Stand	VA 776-955	03/21/96
VO-GG-101 Cottage	VA 614-547	08/18/95
VO-GG-102 Potting Shed	VA 614-548	08/18/95
VO-HB-101 Literary Friend	VA 753-573	01/25/96
VO-MT-101 Cabin	VA 614-546	08/18/95
VO-OWG-101 Coral	VA 770-767	05/20/96
VO-SE-101 Lighthouse	VA 614-519	08/18/95
VO-SG-101 Sunflower	VA 614-520	08/18/95
VO-SM-101 Candlelight & Music	VA 753-572	01/25/96
VO-ST-101 Painter's Palette	VA 753-570	01/25/96
VO-SW-102 Mission	VA 614-516	08/18/95
VO-SW-104 Sun	VA 614-517	08/18/95
VO-SWA-101 Southwest Symbols	VA 770-766	05/20/96
VO-TF-101 Coral Reef	VA 614-521	08/18/95
VO-TP-101 Tea Cup	VA 793-081	07/26/96
VO-VI-101 Glove	VA 793-082	07/26/96

13.99 MUSICAL

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
MMU-AT-101 Story Time	VA 824-536	01/24/97
MMU-BS-101 Noah's Voyage	VA 824-535	01/24/97
MU-CT-101 Whittle Cats	VA 770-762	05/20/96
MU-FR-101 Hat (Spinning Musical)	VA 753-892	01/25/96
MU-FR-102 Line Dancin'	VA 770-761	05/20/96
MU-HB-101 Antique Books	VA 770-760	05/20/96
MU-ORA-101 In The Diner (Spinning Musical)	VA 753-893	01/25/96
MU-OWG-101 Coral	VA 824-538	01/24/97
MU-SB-101 Sweet Baby (Musical) (AT: NL-SB-101 Sweet Baby (Night Light))	VA 770-759	05/20/96
MU-SG-101 Sunflower (Spinning Musical)	VA 753-894	01/25/96
MU-SM-103 Music Lover	VA 824-540	01/24/97
MU-SN-101 Tucked In Bed	VA 824-539	01/24/97
MU-ST-101 Still Life	VA 770-774	05/20/96
MU-TF-101 Reef	VA 770-773	05/20/96
MU-TG-102 Song Birds	VA 770-772	05/20/96
MU-TG-103 Potting Shed	VA 824-537	01/24/97
MU-TT-101 Music Hall	VA 857-026	06/02/97
NOTE: These three works were published on October 2, 1995.		

13.99.1 TOOTHBRUSH HOLDERS

TH-CR-101 Torrent	VA 753-884	01/25/96
TH-EM-101 Majestic	VA 753-883	01/25/96
TH-OWG-101 Coral	VA 770-769	05/20/96

13.99.2 VASES

VS-EM-101 Majestic	VA 753-574	01/25/96
--------------------	------------	----------

13.99.3 PENCIL CUPS

PC-CT-101 Say "Cheeze"	VA 776-949	03/21/96
PC-CT-101 Say "Cheeze"	VA 822-035	12/10/96
PC-FS-101 Flower Bucket	VA 793-073	07/26/96
PC-FS-101 Flower Bucket	VA 822-026	12/10/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
PC-HB-101 Literary Friend	VA 776-950	03/21/96
PC-HB-101 Literary Friend	VA 822-027	12/10/96
PC-MT-101 Happy Camper	VA 824-696	01/24/97
PC-SE-101 Pier	VA 793-074	07/26/96
PC-SE-101 Pier	VA 822-028	12/10/96
PC-SG-101 Garden Fence	VA 824-695	01/24/97
PC-SM-101 Music Lover	VA 776-951	03/21/96
PC-SM-101 Music Lover	VA 822-029	12/10/96
PC-ST-101 Artist's Tools	VA 776-952	03/21/96
PC-TG-101 Bird House	VA 776-953	03/21/96
PC-TG-101 Bird House	VA 822-030	12/10/96
PC-VI-101 Purse	VA 793-075	07/26/96
PCS-SL-101 Vintage Golf (Pencil Cup/Stamp Box)	VA 776-954	03/21/96
PCS-TP-101 Party Cake	VA 793-076	07/26/96
SD-SE-101 Lighthouse	VA 793-077	07/26/96

13.99.4 PORCELAIN TRAY

TR-SB-101 Rosebud	VA 770-768	05/20/96
-------------------	------------	----------

13.99.5 BUSINESS CARD HOLDERS

CC-CT-101 Kitty	VA 793-101	07/26/96
CC-CT-101 Cat and Mouse	VA 822-011	12/10/96
CC-FS-101 Flower Stand	VA 793-102	07/26/96
CC-FS-101 Flower Stand	VA 822-012	12/10/96
CC-HB-101 Antique Books	VA 793-103	07/26/96
CC-HB-101 Antique Books	VA 822-013	12/10/96
CC-SE-101 Cat Boat	VA 793-104	07/26/96
CC-SE-101 Cat Boat	VA 822-014	12/10/96
CC-SL-101 Driver	VA 793-063	07/26/96
CC-SM-101 Piano	VA 793-064	07/26/96
CC-SM-101 Piano	VA 822-015	12/10/96
CC-TG-101 Bird House	VA 793-065	07/26/96

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
CC-TG-101 Piano	VA 822-015	12/10/96
CC-VI-101 Glove	VA 793-066	07/26/96

13.99.6 JEWELRY STANDS

JS-VI-202 Glove	VA 793-069	07/26/96
-----------------	------------	----------

13.99.7 PIN CUSHIONS

PI-VI-102 Boot	VA 793-078	07/26/96
----------------	------------	----------

13.99.8 PAPER WEIGHTS

MH-AT-101 Play Time	VA 822-017	12/10/96
MH-CL-101 Temple Cherub	VA 824-699	01/24/97
MH-CT-101 Cat and Mouse	VA 822-018	12/10/96
MH-FS-101 Flower Shoppe	VA 822-019	12/10/96
MH-HB-101 Writer's Block	VA 822-020	12/10/96
MH-SE-101 Seascape	VA 822-022	12/10/96
MH-SG-101 Garden Path	VA 822-021	12/10/96
MH-SL-101 Vintage Golf	VA 824-698	01/24/97
MH-SM-101 Flat Notes	VA 822-023	12/10/96
MH-TF-101 Tropical Reef	VA 822-024	12/10/96
MH-TG-101 My Garden	VA 822-025	12/10/96
MH-TP-101 Tea Party	VA 824-697	01/24/97

13.99.9 BON APPETIT

BO-BA-201 Fruit Bowl	VA 824-559	01/24/97
CB-BA-201 Chef "Pierre"	VA 824-560	01/24/97
CJ-BA-202 Chef (Full Body)	VA 824-561	01/24/97
CK-BA-201 Chef "Pierre"	VA 824-562	01/24/97
CN-BA-201 Fruit Basket	VA 824-563	01/24/97
CN-BA-202 Baked Goods	VA 824-564	01/24/97
CN-BA-203 Vegetable Basket	VA 824-565	01/24/97
CS-BA-101 Sugar/Creamer Set	VA 824-566	01/24/97

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
MG-BA-101 Chef "Pierre"	VA 824-567	01/24/97
PF-BA-301 Chef "Pierre"	VA 824-568	01/24/97
PR-BA-201 Chef "Pierre"	VA 824-609	01/24/97
PU-BA-101 Chef "Pierre"	VA 824-610	01/24/97
SH-BA-101 Chef "Pierre"	VA 824-611	01/24/97
SR-BA-101 Chef "Pierre"	VA 824-612	01/24/97
TRK-BA-201 Chef "Pierre"	VA 824-613	01/24/97
UH-BA-101 Chef "Pierre"	VA 824-614	01/24/97

14.00 DESIGN WEST LINE		
900135/900123 First Memories	VA 580-174	07/29/93
900223/900235 Alphabet Quilt	VA 580-175	07/29/93
900323/900335 Little Boys	VA 580-176	07/29/93
900423/900435 Little Girls	VA 580-177	07/29/93
900523/900535 Ball Player	VA 580-178	07/29/93
900623/900635 Floral Bouquet	VA 580-179	07/29/93
900823/900835 Birthday Party	VA 580-180	07/29/93

FRIDGIES MAGNETS

14.10 COUNTRY PRIMITIVE FRIDGIES		
FR-CP-21 Kitchen Always Open	VA 661-892	09/06/94
FR-CP-22 Welcome Friends	VA 661-891	09/06/94
FR-CP-23 Welcome	VA 661-890	09/06/94
FR-CP-24 Fresh	VA 661-888	09/06/94
FR-CP-25 Sunflowers	VA 661-889	09/06/94
FR-CP-26 Birdhouse	VA 661-893	09/06/94
FR-CP-27 Cat	VA 661-894	09/06/94
FR-CP-28 Crescent Moon	VA 661-895	09/06/94

TITLE	REGISTRATION NO.	DATE OF REGISTRATION
14.11 SUMMERHOUSE GARDEN FRIDGIES		
FR-SG-21 Tulip Pot	VA 661-896	09/06/94
FR-SG-22 Watering Can	VA 661-897	09/06/94
FR-SG-23 Oops Bunny!	VA 661-898	09/06/94
FR-SG-24 Cat Nap	VA 661-899	09/06/94
FR-SG-25 Garden Bonnet	VA 661-900	09/06/94
FR-SG-26 Momin' Glory	VA 661-901	09/06/94
FR-SG-27 Sunflowers	VA 661-902	09/06/94
FR-SG-28 Topiary Townhouse	VA 661-903	09/06/94

14.12 SOUTHWEST FRIDGIES		
FR-28 Cool Chile	VA 661-913	09/06/94
FR-40 Pueblo	VA 661-904	09/06/94
FR-42 Cactus Flower	VA 661-905	09/06/94
FR-62 Beavertail Cactus	VA 661-906	09/06/94
FR-63 Cactus Blanket	VA 661-907	09/06/94

14.13 WILD THING FRIDGIES		
WT-22 Armadillo	VA 661-910	09/06/94
WT-25 Snake Blanket	VA 661-909	09/06/94
WT-26 Cactus Blanket	VA 661-908	09/06/94
WT-32 Cactus	VA 661-912	09/06/94
WT-38 Piggie	VA 661-911	09/06/94

**INDEX OF COPYRIGHT FILES
(BY SERIES)**

	ART WORK	LETTER PREFIX	
	PHOTO FRAMES		
13.1	Baby Steps/Noah's Ark*	PF-BS	
13.2	Children's Hour	PF-CH	
13.3	Southwestern/Casa Blanca	PF-SW	
13.4	Best Friends	PF-BF	
13.5	Wreath & Roses	PF-WR	
13.6	Blossoms/Blooms 'N Lace	PF-BL	
13.7	Rose Romance/From the Heart	PF-RR	
13.8	Forever Together	PF-FT	
13.9	Happy Birthday	PF-HB	
13.10	Wedding Bells	PF-WB	
13.11	Flower Garden/From the Heart	PF-GN	
13.12	Ribbons & Bows	PF-RB	
13.13	Mouthfuls	PF-MF	
13.14	Tummy Ticklers	PF-TT	
13.15	Rose Basket (Light/Dark)	PF-BA	
13.16	Home Sweet Home	PF-HSH	
13.17	American Flag	PF-AF	
13.18	Fun Frames	PF-FP	
13.19	Christmas	PF-X	
13.20	Open Books	PF-BO	
13.21	Garden Gate	PF-GG/SC	
13.22	Sporting Life/Vintage Golf	PF-SL	
13.23	Stand-Ups & Seasonal Line	PF-SU FD & MD	
13.24	Spoiled Rotten	PF-SR	
13.25	Frontier/Happy Trails/Saddleback Ranch	PF-FR	
13.26	Bear Mountain	PF-MT	

	ART WORK	LETTER PREFIX	
	PHOTOFRAMES (continued)		
13.27	Halloween/Harvest	PF-HW	
13.28	Botanica	PF-BT	
13.29	Neo-Classical	PF-CL/ SO/EQ&V	
13.30	Tropical Fish	PF-TF	
13.31	Dinosaur Theme	PF-DI	
13.32	Victorian Collection	PF-VV	
13.33	Wild At Heart	PF-WH	
13.34	All Star Collection	PF-SP	
13.35	Country Primitive	PF-CP & V	
13.36	Twinkle Twinkle	PF-TW	
13.37	Seaport	PF-SE	
13.38	Currents	PF-CR	
13.39	Heritage Books	PF-HB	
13.40	Jungle Friends	PF-JU	
13.41	Summerhouse Garden	PF-SG	
13.42	Classic Garden	PF-GA	
13.43	Gone Fishin'	PF-GF	
13.44	Empire	PF-EM	
13.45	On the Road Again	PF-ORA	
13.46	Antique Toys 'N Teddies	PF-AT	
13.47	Symphony	PF-SM	
13.48	Family Matters/Mother's & Father's Day	PF-FM/ FD/MD	
13.49	Quaint Cottage	PF-QC	
13.49.1	Studio Collection	PF-ST	
13.49.2	Whittle Cats	PF-CT	
13.49.3	Nature's Garden	PF-BH	
13.49.4	Flower Shoppe	PF-FS	

	ART WORK	LETTER PREFIX	
	PHOTOFRAMES (continued)		
13.49.5	Oceania	PF-OG,OW, OWG	
13.49.6	Sweet Baby	PF-SB	
13.49.7	Tea Party	PF-TP	
13.49.8	Victorian Rose	PF-VI	
13.49.9	Seasonal Valentine's Day (Ribbons & Roses)	PF-RI	
13.49.10	Snuggle Buddies	PF-SN	
13.49.11	To The Garden	PF-TG	
13.49.12	Tweetie Town	PF-TT	
	PHOTO MAGNETS		
13.50	Photo Magnets	PM-G	
13.51	Photo Magnets - Seasonal	PM-S	
13.52	Photo Magnets - Wild At Heart	PM-WH	
13.53	Photo Magnets - Country Primitive	PMG-CP	
13.54	Photo Magnets - Summerhouse Garden	PMG-SG	
	PHOTO ORNAMENTS		
13.55	Photo Ornaments		
	ART EXCHANGE/WALL DECOR		
13.57	Figli's Classics	FG	
13.58	Bath Boutique	BB	
13.59	Baby's First Frame	BA/OBA	
13.60	Kid Zone	OKZ	
13.61	Farm Fresh	FE	
13.62	Ice Fishing Lures	IFL	
	HAND CAST PAPER ARTWORKS		
13.70	Paperworks	CP	
13.71	Second Nature	SN	
13.72	Friends & Nature	FN	

	ART WORK	LETTER PREFIX	
13.73	Cast Paper	CP	
13.74	Enchanted Garden Plaques	EG	
	MISCELLANEOUS DESIGN SERIES		
13.80	My Cottage Garden	CG	
13.81	Signs of the Times	SI	
13.82	Bookends/Lamps	BE/LA	
13.82.1	Mini Bookends	BEM	
13.83	Shelf Images	SC	
13.84	Prints	NA	
13.85	Banks	BK	
13.86	Wall Plaques	WP	
13.87	Water Globes	WG	
13.88	Boxes/Figurines	BX/FI	
13.88.1	Stamp Boxes	SD	
13.89	Mirrors	MR	
13.90	Mugs	MU	
13.91	Switch Plates	SP	
13.92	Clocks	CK	
13.93	Crystal Valley	CV	
13.94	Candle Holders	CA	
13.95	Door Toppers	DT	
13.96	Dishes	DSH	
13.97	Tin Garden Stakes	TGS	
13.98	Votives	VO	
13.99	Musical/Spins	MU	
13.99.1	Toothbrush Holders	TH	
13.99.2	Vases	VS	
13.99.3	Pencil Cups/Stamp Dispensers	PC/SD	
13.99.4	Porcelain Tray	TR	

	ART WORK	LETTER PREFIX	
13.99.5	Business Card Holders	CC	
13.99.6	Jewelry Stands	JS	
13.99.7	Pin Cushions	PI	
13.99.8	Paper Weights/Memo Holders	MH	
13.99.9	Bon Appetit Collection	BA	
	DESIGN WEST LINE		
14.00	Design West		
	FRIDGIES MAGNETS		
14.10	Country Primitive Fridgies	FR-CP	
14.11	Summerhouse Garden Fridgies	FR-SG	
14.12	Southwest Fridgies	FR	
14.13	Wild Thing Fridgies	WT	

FIGI GRAPHICS, INC.
3636 Gateway Center
San Diego, California
92102

May 19, 1997

Register of Copyrights
Library of Congress
Washington, D.C.
20559-6000

Re: Copyright Registration

Dear Copyright Examiner:

Please find enclosed completed copyright applications relating to twenty-seven (27) new works published by Figi Graphics. The photo-deposits depicting each work are also provided along with Figi's check for \$540.00 representing copyright fees. The works for which we seek copyright protection are detailed as follows:

MAY 1997 RELEASE

PHOTO FRAMES

Simple Pleasures
(Mini Frames)

PF-PL-101	DAISY
PF-PL-102	APPLE
PF-PL-103	DAISY BASKET
PF-PL-104	SIMPLE PLEASURES

Popper Frames

PF-PL-201	DAISY BOUQUET
PF-PL-301	APPLE BASKET

Collage

PFC-PL-501	DAISY BASKET
------------	--------------

COPY

TRADEMARK

REEL: 1742 FRAME: 0478

BOOKENDS

Simple Pleasures

BE-PL-201 SIMPLE PLEASURES

BOXES

Simple Pleasures

BX-PL-101 APPLE BASKET

CLOCKS

Simple Pleasures

CK-PL-201 SIMPLE PLEASURES

LAMPS

LA-PL-201 COZY POSIES

MINI LAMPS

All Star

LAM-SP-101 ALL SPORT

Antique Teddies

LAM-AT-101 ANTIQUE TEDDIES

Noah's Ark

LAM-BS-101 NOAH'S ARK

Snuggle Bunnies

LAM-SN-101 SNUGGLE BUNNIES

Whittle Cats

LAM-CT-101 CAT NAP

Register of Copyrights
May 19 1997
Page Three

SWITCH PLATES

SP-PL-101	SIMPLE PLEASURES
SPD-PL-101	SIMPLE PLEASURES

MEMO HOLDER

MH-PL-101	SIMPLE PLEASURES
-----------	------------------

PENCIL CUP

PC-PL-101	DAISY BASKET
-----------	--------------

SANTA'S CRYSTAL VALLEY

Ornaments

CVO-101	1997 SANTA
CVO-102	BEARY CHRISTMAS
CVO-103	PEACE ON EARTH

Crystal Valley

CV-201	THANKS, SANTA!
CV-202	MINING FOR MAGIC
CV-203	SHARING THE LEGEND
CV-204	BEHOLD THE MAGIC HAMMER!

Thank you for your assistance with the above-noted applications. Please telephone Ms. Tamra Miller at (619) 299-3151 with any questions you may have.

Very Truly Yours,

DINO PARENTI
FIGI GRAPHICS, INC.

FIGI GRAPHICS, INC.
3636 Gateway Center
San Diego, California
92102

August 26, 1997

Register of Copyrights
Library of Congress
Washington, D.C.
20559-6000

Re: Copyright Registration

Dear Copyright Examiner:

We should like to register a copyright claim for each of the works listed on the enclosed Form VA Applications representing ninety-seven (97) new works. Our check in the sum of \$1,940.00 is enclosed for this purpose.

The works are detailed as follows:

PHOTO FRAMES

Antique Teddies & Toys

PF-AT-304 BEAR FRIENDS
PF-AT-305 BEAR FRIENDS
PFC-AT-501 STORY TIME (COLLAGE)

Noah's Ark

PF-BS-104 NOAH'S FRIENDS
PF-BS-107 NOAH'S ARK (HORIZONTAL)

Neo-Classical Carrara

PF-CL-311 CHERUB

Whittle Cats

PF-CT-107 BALL O' FUN

TRADEMARK

COPY

REEL: 1742 FRAME: 0481

Family Matters

PF-FM-122 MOMMY & ME
PF-FM-123 DADDY & ME

Flower Shoppe

PFC-FS-501 FLOWER CART (COLLAGE)

A Place to Dream

PF-PH-201 BALLET SLIPPERS
PF-PH-301 LOVE LETTERS
PFC-PH-501 LOVE LETTERS (COLLAGE)

Happy Trails

PF-FR-101 BLUE BOOT
PF-FR-102 BROWN BOOT
PF-FR-103 LINE DANCIN'
PF-FR-104 BOOTS & BARBED WIRE

Summerhouse Garden

PF-SG-212 SIMPLY SUNFLOWERS
PF-SG-312 SIMPLY SUNFLOWERS

Snuggle Buddies

PF-SN-301 BOBBI BEAR

All-Star

PF-SP-101 ALL SPORTS
PF-SP-102 BASEBALL
PF-SP-103 FOOTBALL
PF-SP-104 PLAY BALL

La Casa Blanca (Southwestern)

PF-SW-101 ARIZONA
PF-SW-102 NEW MEXICO
PF-SW-103 KOKOPELLI
PF-SW-104 CHILI POT

La Casa Blanca (Southwestern) - (con't)

PFT-SW-202 LA CASA BLANCA (TOPPER)
PFT-SW-302 LA CASA BLANCA (TOPPER)

To the Garden

PF-TG-303 BIRDHOUSE

Tweetie Town

PF-TT-101 STONE HOUSE
PF-TT-103 WHITE 2-STORY
PF-TT-104 RED 2-STORY
PFC-TT-502 SUNSHINE TWEET (COLLAGE)

Wilderness Bound

PF-WLD-201 DECOY
AT: PF-WLD-301 DECOY
PF-WLD-202 WILDERNESS BOUND
PF-WLD-302 WILDERNESS BOUND
PFC-WLD-501 WILDERNESS BOUND (COLLAGE)

BOOKENDS & MINI BOOKENDS

BE-PH-201 MY FAVORITE CHAIR
AT: A PLACE TO DREAM BOOKENDS

BE-WLD-201 WILDERNESS BOUND
AT: WILDERNESS BOUND BOOKENDS

BEM-ATS-101 ANTIQUE TOYS
AT: ANTIQUE TOYS MINI BOOKENDS

BEM-FS-101 FLOWER BOUQUETS
AT: FLOWER SHOPPE MINI BOOKENDS

BEM-MT-101 HAPPY CAMPER
AT: BEAR MOUNTAIN MINI BOOKENDS

BANKS

BK-SN-201 BOBBI BEAR
AT: SNUGGLE BUDDIES BANK

BOXES

BX-CT-102 CAT NAP
AT: WHITTLE CATS TOPPER BOX

BX-HB-104 POCKET WATCH
AT: HERITAGE BOOKS TOPPER BOX

BX-MT-105 MOUNTAIN BEAR
AT: BEAR MOUNTAIN BOX

BX-PH-101 HOPE CHEST
AT: A PLACE TO DREAM HINGED BOX

BX-SE-104 LIGHTHOUSE
AT: SEAPORT TOPPER BOX

BX-SG-106 SIMPLY SUNFLOWERS
AT: SUMMERHOUSE GARDEN TOPPER BOX

BX-SW-109 LA CASA BLANCA
AT: LA CASA BLANCA TOPPER BOX

BX-TT-102 HUMMER'S HARDWARE
AT: TWEETIE TOWN BOX

BX-WLD-101 WILDERNESS BOUND
AT: WILDERNESS BOUND BOX

DRAWER PULLS

DP-BS-51 ELEPHANT
AT: NOAH'S ARK DRAWER PULL

DP-BS-52 GIRAFFE
AT: NOAH'S ARK DRAWER PULL

DP-BS-53 COW
AT: NOAH'S ARK DRAWER PULL

DRAWER PULLS (con't)

DP-BS-54 LION
AT: NOAH'S ARK DRAWER PULL

FIGURINES

FI-AT-107 MARTHA GARDENING
AT: ANTIQUE TEDDIES FIGURINE (MARTHA)

FI-AT-108 EDDY & MADELINE
AT: ANTIQUE TEDDIES FIGURINE (EDDY & MADELINE)

FI-AT-109 PHOEBE
AT: ANTIQUE TEDDIES FIGURINE (PHOEBE)

FI-CT-105 COZY KITTENS
AT: WHITTLE CATS FIGURINE

FI-SN-107 HONEY BUNNY
AT: SNUGGLE BUDDIES FIGURINE (HONEY)

FI-SN-108 BOBBI BEAR
AT: SNUGGLE BUDDIES FIGURINE (BOBBI)

FI-TT-101 MAGGIE PIE
AT: TWEETIE TOWN FIGURINE

LAMPS

LA-ATS-201 TOY CHEST
AT: ANTIQUE TOYS LAMP

LA-PH-201 DRESSER
AT: A PLACE TO DREAM LAMP

LA-WLD-201 WILDERNESS BOUND
AT: WILDERNESS BOUND LAMP

MEMO HOLDERS

MH-MT-101 BEAR MOUNTAIN
AT: BEAR MOUNTAIN MEMO HOLDER

MEMO HOLDERS (con't)

MH-PH-101 DEAR DIARY
AT: A PLACE TO DREAM MEMO HOLDER

MH-VI-101 VICTORIAN ROSE
AT: VICTORIAN ROSE MEMO HOLDER

MH-WLD-101 DECOY
AT: WILDERNESS BOUND MEMO HOLDER

MIRRORS

MR-BS-210 NOAH'S ARK
AT: NOAH'S ARK MIRROR

MUSICALS

MU-ATS-101 TEDDY 'N TOYS
AT: ANTIQUE TOYS MUSICAL

MU-PH-101 BALLET SLIPPERS
AT: A PLACE TO DREAM MUSICAL

MU-TG-101 FROG POND
AT: TO THE GARDEN MUSICAL

PENCIL CUPS

PC-PH-101 HYDRANGEA BASKET
AT: A PLACE TO DREAM PENCIL CUP

PC-TF-101 TROPICAL FISH
AT: TROPICAL FISH PENCIL CUP

PC-WLD-101 DECOY
AT: WILDERNESS BOUND PENCIL CUP

BON-APPETIT

SH-BA-202 FRUIT & VEGGIES
AT: BON-APPETIT SALT & PEPPER SHAKERS

BON-APPETIT (con't)

TP-BA-201 BOUNTIFUL
AT: BON-APPETIT TEAPOT

SWITCH PLATES

SP-CL-102 CHERUB
AT: NOAH'S ARK SWITCH PLATE

SP-PH-101 BALLET SLIPPERS
AT: A PLACE TO DREAM SWITCH PLATE

SP-WLD-101 WILDERNESS BOUND
AT: WILDERNESS BOUND SWITCH PLATE

SPD-ATS-101 TOY CHEST
AT: ANTIQUE TOYS DOUBLE SWITCH PLATE

SPD-CT-101 PLAY TIME
AT: WHITTLE CATS DOUBLE SWITCH PLATE

SPD-HB-101 ANTIQUE BOOKS
AT: HERITAGE BOOKS DOUBLE SWITCH PLATE

SPD-PH-101 HYDRANGEA BOUQUET
AT: A PLACE TO DREAM DOUBLE SWITCH PLATE

SPD-SE-101 LIGHTHOUSE
AT: SEAPORT DOUBLE SWITCH PLATE

SPD-SG-101 GARDEN FENCE
AT: SUMMERHOUSE GARDEN DOUBLE SWITCH PLATE

SPD-SN-101 FRIENDS FOREVER
AT: SNUGGLE BUDDIES DOUBLE SWITCH PLATE

SPD-SP-101 ALL SPORTS
AT: ALL-STAR DOUBLE SWITCH PLATE

SPD-TF-101 TROPICAL FISH
AT: TROPICAL FISH DOUBLE SWITCH PLATE

Copyright Examiner
August 26, 1997
Page Eight

SWITCH PLATES (con't)

SPD-VI-101 VICTORIAN ROSE
AT: VICTORIAN ROSE DOUBLE SWITCH PLATE

VOTIVES

VO-TT-101 BEST NEST
AT: TWEETIE TOWN VOTIVE

WALL PLAQUES

WP-AT-101 FRIENDS
AT: ANTIQUE TEDDIES WALL PLAQUE

WP-WLD-101 I'D RATHER BE HUNTING
AT: WILDERNESS BOUND WALL PLAQUE

Thank you for your assistance with the above-noted applications. Please telephone Ms. Tamra Miller at (619) 299-3151 with any questions you may have.

Very Truly Yours,

DINO PARENTI
FIGI GRAPHICS, INC.



FIGI GRAPHICS, INC.
3636 Gateway Center
San Diego, California
92102

November 29, 1997

Register of Copyrights
Library of Congress
Washington, D.C.
20559-6000

Re: Copyright Registration

Dear Copyright Examiner:

We should like to register a copyright claim for the two works listed on the enclosed Form VA Applications. Our check in the sum of \$40.00 is enclosed for this purpose.

The works are detailed as follows:

PHOTO FRAMES - PUMPKIN PATCH SERIES

PFT-HW-201 TRICK OR TREAT
PFT-HW-301 TRICK OR TREAT

Thank you for your assistance with the above-noted applications. Please telephone Ms. Tamra Miller at (619) 299-3151 with any questions you may have.

Very Truly Yours,

DINO PARENTI
FIGI GRAPHICS, INC.

COPI



FIGI GRAPHICS, INC.
3636 Gateway Center
San Diego, California
92102

November 29, 1997

Register of Copyrights
Library of Congress
Washington, D.C.
20559-6000

Re: Copyright Registration

Dear Copyright Examiner:

We should like to register a copyright claim for each of the works listed on the enclosed Form VA Applications representing thirty-three (33) total works. Our check in the sum of \$660.00 is enclosed for this purpose.

The works are detailed as follows:

PHOTO FRAMES

Western Heritage

PF-WST-201 WESTERN GEAR
PF-WST-301 WESTERN GEAR

DOUBLE PHOTO FRAMES

Snuggle Buddies

DPF-SN-201 BOBBI BEAR
DPF-SN-202 HONEY BUNNY
DPF-SN-203 HONEY & BOBBI
DPF-SN-301 BOBBI BEAR
DPF-SN-302 HONEY BUNNY
DPF-SN-303 HONEY & BOBBI

BOOKENDS

BE-WST-201 WESTERN HERITAGE

COPY

P.O. BOX 85515 • SAN DIEGO, CA 92186 • 619/262-8811 • 3636 GATEWAY CENTER • SAN DIEGO, CA 92102
TOLL FREE (800) 678-FIGI • FAX (619) 264-7781

TRADEMARK

REEL: 1742 FRAME: 0490

BOX

BX-WST-101 WESTERN HERITAGE

BUSINESS CARD HOLDERS

Western Heritage

CC-WST-101 WESTERN HERITAGE

CLOCKS

Western Heritage

CK-WST-201 WESTERN HERITAGE CLOCK
CKM-AT-101 ANTIQUE TEDDIES
AT: ANTIQUE TEDDIES MINI CLOCK
CKM-BS-101 NOAH'S ARK
AT: NOAH'S ARK MINI CLOCK
CKM-FS-101 FLOWER SHOPPE
AT: FLOWER SHOPPE MINI CLOCK
CKM-HB-101 HERITAGE BOOKS
AT: HERITAGE BOOKS MINI CLOCK
CKM-PL-101 SIMPLE PLEASURES
AT: SIMPLE PLEASURES MINI CLOCK
CKM-SE-101 LIGHTHOUSE
AT: SEAPORT MINI CLOCK
CKM-TG-101 TO THE GARDEN
AT: TO THE GARDEN MINI CLOCK
CKM-WST-101 WESTERN HERITAGE
AT: WESTERN HERITAGE MINI CLOCK

SWITCH PLATE

Snuggle Buddies

DSP-SN-101 HONEY & BOBBI

Western Heritage

SP-WST-101 WESTERN HERITAGE

Register of Copyrights
November 29, 1997
Page Three

LAMP

LA-WST-201 WESTERN HERITAGE

MEMO HOLDER

MH-WST-101 WESTERN HERITAGE

PENCIL CUP

PC-WST-101 WESTERN HERITAGE

PLUSH STUFFED ANIMALS

Snuggle Buddies

PL-SN-301	HONEY BUNNY
PL-SN-302	BOBBI BEAR
PL-SN-303	DAISY DOG
PL-SN-304	LOVEY LAMB
PL-SN-305	PRINCESS KITTY

KEEPSAKE FRAMES

SN-101	MY STORY
SN-102	BABY'S FIRSTS
SN-103	MY SPECIAL DAY

Thank you for your assistance with the above-noted applications. Please telephone Ms. Tamra Miller at (619) 299-3151 with any questions you may have.

Very Truly Yours,

DINO PARENTI
FIGI GRAPHICS, INC.



FIGI GRAPHICS, INC.
3636 Gateway Center
San Diego, California
92102

November 29, 1997

Register of Copyrights
Library of Congress
Washington, D.C.
20559-6000

Re: Copyright Registration

Dear Copyright Examiner:

We should like to register a copyright claim for each of the works listed on the enclosed Form VA Applications representing a total of eighteen (18) works. Our check in the sum of \$360.00 is enclosed for this purpose.

The works are detailed as follows:

PHOTO FRAMES

My Little Garden

PF-MLG-201 MY LITTLE GARDEN
PF-MLG-301 MY LITTLE GARDEN

Snuggle Buddies

PF-SNE-101 LOVEY LAMB
PF-SNE-102 HONEY BUNNY WITH TEAPOT
PF-SNE-103 BOBBI BEAR
PF-SNE-104 DAISY DOG

BOXES

My Little Garden

BX-MLG-101 POTTING SHED BOX WITH LID



LAMPS

My Little Garden

LA-MLG-201 MY LITTLE GARDEN

MEMO HOLDERS

My Little Garden

MH-MLG-101 GARDEN WHEELBARROW

Picket Fences

MH-PK-101 PICKET FENCES

NAPKIN HOLDERS

Picket Fences

NH-PK-101 BIRD HOUSE

My Little Garden

NH-MLG-101 MY LITTLE GARDEN

PLANTERS

My Little Garden

PL-MLG-102 POTTING SHED PLANTER

RECIPE BOX/PHOTO HOLDER

My Little Garden

RB-MLG-101 MY LITTLE GARDEN

SWITCH PLATE

My Little Garden

SP-MLG-101 MY LITTLE GARDEN

Register of Copyrights
November 29, 1997
Page Three

SWITCH PLATE

Picket Fences

SP-PK-101 PICKET FENCES
SPD-PK-101 PICKET FENCES (DOUBLE SWITCH PLATE)

PAPER TOWEL DISPENSER

Picket Fences

TRK-PK-101 BIRD HOUSE

Thank you for your assistance with the above-noted applications. Please telephone Ms. Tamra Miller at (619) 299-3151 with any questions you may have.

Very Truly Yours,

DINO PARENTI
FIGI GRAPHICS, INC.



FIGI GRAPHICS, INC.
3636 Gateway Center
San Diego, California
92102

November 29, 1997

Register of Copyrights
Library of Congress
Washington, D.C.
20559-6000

Re: Copyright Registration

Dear Copyright Examiner:

We should like to register a copyright claim for each of the works listed on the enclosed Form VA Applications representing a total of thirty-two (32) works. Our check in the sum of \$640.00 is enclosed for this purpose.

The works are detailed as follows:

PHOTO FRAMES

Antique Teddies - Valentines

PF-AT-107 I LOVE U BEAR
PF-AT-108 BEAR HOLDING HEART
PF-AT-125 ANTIQUE TEDDIES/VALENTINE'S DAY STAND-UP

Cuddle Cubs

PF-CC-101 BEAR WITH HEART
PF-CC-102 BEAR IN HAT BOX
PF-CC-103 COUPLE IN LOVE
PF-CC-104 CHAIR
PF-CC-201 COUPLE IN LOVE - DOUBLE HEART
PF-CC-301 I LOVE U BEAR - SINGLE HEART

Cuddle Cubs Toppers

PFT-CC-201 CUDDLE CUBS
PFT-CC-301 CUDDLE CUBS (WITH LOVE)

0091

PHOTO FRAMES (continued)

Family Matters

PF-FM-124 BE MY HONEY/VALENTINE'S DAY STAND-UP
PF-FM-126 KEY TO MY HEART/VALENTINE'S DAY STAND-UP
PF-FM-127 PUPPY LOVE/VALENTINE'S DAY STAND-UP

Romance in Bloom

PF-RB-201 HEART FRAME
PF-RB-202 DOUBLE HEART FRAME
PF-RB-203 RECTANGLE RIBBON FRAME
PF-RB-301 OVAL FRAME

Snuggle Buddies - Valentines

PF-SN-101 HEART WITH DAISY DOG
PF-SN-102 HEART WITH BOBBI BEAR

BOXES

Cuddle Cubs

BX-CC-101 CHAIR
BX-CC-102 HAT BOX
BX-CC-103 HEART

Romance in Bloom

BX-RB-101 HEART POTPOURRI BOX

Porcelain Hinged Boxes

BXH-VAL-101 TEDDY
BXH-VAL-102 ROSES
BXH-VAL-103 WEDDING CAKE

MUGS

MG-RB-101 ROMANCE IN BLOOM

Register of Copyrights
November 29, 1997
Page Three

MUSICALS

Cuddle Cubs

MU-CC-101 PILLOW TALK

VOTIVES

Cuddle Cubs

VO-CC-101 HAT BOX

Romance in Bloom

VO-RB-101 ROMANCE IN BLOOM

VASES

VS-RB-101 ROMANCE IN BLOOM

Thank you for your assistance with the above-noted applications. Please telephone Ms. Tamra Miller at (619) 299-3151 with any questions you may have.

Very Truly Yours,

DINO PARENTI
FIGI GRAPHICS, INC.

SCHEDULE II

EQUIPMENT AND INVENTORY LOCATIONS

3636 Gateway Center
San Diego, California 92102

SCHEDULE III
FORM OF
NOTICE OF SECURITY INTEREST
IN
DEPOSIT ACCOUNT

January 30, 1998

Bank of America
450 B Street
San Diego, California 92101

FIGI GRAPHICS, INC., a Nevada corporation (the "Company") and BHF-BANK AKTIENGESELLSCHAFT, acting through its New York branch as agent for certain financial institutions (in such capacity, "Agent"), under that certain Credit Agreement dated as of December 22, 1997, as amended through January 30, 1998 (the "Credit Agreement"), hereby notify you that the Company has granted to Agent a security interest in all deposit accounts maintained by the Company with you including, without limitation, the deposit accounts described below:

<u>Account Number</u>	<u>Depositor's Name</u>	<u>Account Type</u>
1450-4-01096	Figi Graphics, Inc.	General Account
1450-0-01098	Figi Graphics, Inc.	COR Account
1450-2-01097	Figi Graphics, Inc.	Payroll Account
73132-00924	Figi Graphics, Inc.	Controlled Disbursement
000-00-0007-5	Figi Graphics, Inc.	Loan Account

The Company and Agent authorize you to continue to allow the Company to make deposits to, draw checks upon and otherwise withdraw funds from such deposit accounts (the "Deposit Accounts") without the consent of the Company until Agent shall instruct you otherwise.

The Company has authorized Agent to inform you when an Event of Default (as defined in the Credit Agreement) has occurred and is continuing and at such time instruct you to cease to permit any further payments or withdrawals from the Deposit Accounts by the Company and/or to pay any or all amounts in the Deposit Accounts to Agent. The Company authorizes and directs you to comply with all such instructions received by you from Agent without further inquiry on your part and hereby

DOCSNY1:424460.1 93\$k01!.doc
7931-60-MWB-02/3/98 4:08 PM

TRADEMARK
REEL: 1742 FRAME: 0500

agrees to indemnify and hold harmless you and your officers, directors and employees from and for any compliance by you with such instructions.

FIGI GRAPHICS, INC.

By: _____

Name:

Title:

BHF-BANK AKTIENGESELLSCHAFT,
as Agent

By: _____

Name:

Title:

DOCSNY1:424460.1 93\$k011.doc
7931-60-MWB-02/3/98 4:08 PM

RECORDED: 06/16/1998

TRADEMARK
REEL: 1742 FRAME: 0501