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U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

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

1. Name of conveying party(ies):

Whitney Design, Inc.

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

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

3. Nature of conveyance:

- Assignment
 - Security Agreement
 - Other Trademark Collateral Agreement
(Senior Term Notes)
- Merger
 - Change of Name

Execution Date: July 17, 1998

2. Name and address of receiving party(ies)

First Security Bank, National Association, as trustee

Name: _____

Internal Address: _____

Street Address: 79 South Main Street

City: Salt Lake City State: UT ZIP: 84111

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

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

(Designations must be a separate document from assignment)

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

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

A. Trademark Application No.(s)

See attached Schedule A-1

B. Trademark Registration No.(s)

See attached Schedule A-1

Additional numbers attached? Yes No

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

Name: Bonnie Grollman

Internal Address: _____

Federal Research Corporation

Street Address: 400 Seventh Street N.W.

Suite 101

City: Washington DC State: _____ ZIP: 20004

6. Total number of applications and registrations involved: _____

7. Total fee (37 CFR 3.41).....\$ 790.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

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DO NOT USE THIS SPACE

01 FC:481

40.00 DP

02 FC:482

750.00 DP

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.

Demetria Vong-Spillan

Name of Person Signing

Demetria Vong-Spillan
Signature

7/17/98

Date

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

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

TRADEMARK
REEL: 1757 FRAME: 0788

**SCHEDULE A-1
TO TRADEMARK COLLATERAL AGREEMENT**

**REGISTERED U.S. TRADEMARKS
AND PENDING U.S. TRADEMARK APPLICATIONS**

<u>REGISTERED U.S. TRADEMARKS</u>	<u>REGISTRATION NO.</u>	<u>ISSUE DATE</u>
1. AMERICAN HOMEWARE and Design	1,494,285	June 28, 1988
2. AMERICAN HOMEWARE and Design	1,494,620	June 29, 1988
3. BED BASICS	2,059,967	May 6, 1997
4. BIN BASICS	2,074,406	June 24, 1997
5. BOX BASICS	1,967,892	April 16, 1996
6. CEDARSTOW	1,334,321	May 7, 1985
7. DELUXE STURDY PLUS	1,941,585	December 12, 1995
8. DESIGN TREND	1,485,300	April 19, 1988
9. DESIGN TREND DT and Design	1,201,135	July 13, 1982
10. FIT & FASHION	1,811,561	December 14, 1993
11. HAMPER SCAMPER	1,515,413	December 6, 1988
12. HAMPER THAT GOES!	1,324,646	March 12, 1985
13. HAMPER THAT ROLLS!	1,371,961	November 19, 1985
14. IN TRANSIT and Design	1,598,598	May 29, 1990
15. LOCKER STOCKER	1,415,931	November 4, 1986
16. POST BOX and Design	1,169,236	September 15, 1981
17. PRESS PLUS	1,933,956	November 7, 1995
18. PRESS & SIT PLUS	2,077,196	July 8, 1997
19. READY-STEPS	1,165,577	August 18, 1981
20. RID-JID Stylized Letters	741,623	December 4, 1982
21. SHOE-GO-ROUND	1,474,230	January 26, 1988
22. STABILITY PLUS	1,819,495	February 1, 1994
23. STURDY PLUS	1,933,955	November 7, 1995
24. WHITNEY	1,522,606	January 31, 1989
25. WHITNEY Stylized Letters	1,224,690	January 18, 1983

<u>PENDING U.S. TRADEMARK APPLICATIONS</u>	<u>SERIAL NO.</u>	<u>FILING DATE</u>
1 DENIM	75/239,380	February 10, 1997
2. DESIGN TREND & Design (Color)	75/296,373	May 22, 1997
3. DESIGN TREND & Design (B & W)	75/296,374	May 22, 1997
4. HANDY BOARD	75/250,020	March 3, 1997
5. IRON 'N FOLD	75/250,019	March 3, 1997
6. NEW GENERATION	75/239,295	February 10, 1997

TRADEMARK COLLATERAL AGREEMENT

This 17th day of July, 1998, WHITNEY DESIGN, INC., a Delaware corporation ("Assignor"), with its principal place of business and mailing address at 1920 Beltway Drive, St. Louis, Missouri 63114, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, mortgages, pledges and grants to First Security Bank, National Association, not individually but solely as trustee (herein, together with its successors in trust under the Collateral Trust Agreement (Senior Term Notes) dated as of July 1, 1998 (the "*Collateral Trust Agreement*") being herein called "*Assignee*") under such Collateral Trust Agreement, with its mailing address at 79 South Main Street, Salt Lake City, Utah 84111, a continuing security interest in the following property:

(i) Each trademark, trademark registration and trademark application listed on Schedule A-1 hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Assignor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed in Schedule A-1 hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark application, in each case together with the right to sue for and collect said damages;

to secure performance of all Secured Obligations of Assignor as set out in that certain Security Agreement Re: Patents, Trademarks and Copyrights dated as of July 1, 1998 by and between Assignor and Assignee (the "*Security Agreement*").

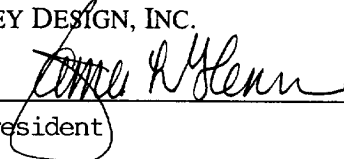
Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the mortgage, pledge and security interest in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Whitney Design, Inc.

Trademark Collateral Agreement
(Senior Term Notes)

IN WITNESS WHEREOF, Assignor has caused this Agreement to be duly executed as of the date and year first above written.

WHITNEY DESIGN, INC.

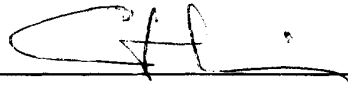
By 
Its President

James L. Glenn
(Type or Print Name)

Whitney Design, Inc.

Trademark Collateral Agreement
(Senior Term Notes)

FIRST SECURITY BANK, NATIONAL
ASSOCIATION, not individually but solely
as trustee under the Collateral Trust
Agreement

By 
Its **Vice President**
C. Scott Nielsen
(Type or Print Name)

