

10-07-1998

FORM PTO-1584 (Rev. 6-93) QMS No. 0851-0011 (exp. 4/94)

RECORD TR 9-30-98



U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

Tab settings

100900154

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

1. Name of conveying party(ies):

Hasco International, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Mercantile Bank National Association

Internal Address:

Street Address: 721 Locust Street

City: St. Louis State: MO ZIP: 63101

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

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

3. Nature of conveyance:

- Assignment Merger
Security Agreement Change of Name
Other

Execution Date: September 25, 1998

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

A. Trademark Application No.(s)

See attached list.

B. Trademark Registration No.(s)

See attached list 5.

Additional numbers attached? Yes No

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

Name: Sandra S. Rhodes

Internal Address:

Street Address: Thompson Coburn

One Mercantile Center

City: St. Louis State: MO ZIP: 63101

6. Total number of applications and registrations involved:

48

7. Total fee (37 CFR 3.41) \$ 1,115.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

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

10/02/1998 DNGUYEN 00000235 73124293

01 FC:481 40.00 OP
02 FC:482 1075.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.

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

Sandra S. Rhodes
Name of Person Signing

Sandra S Rhodes
Signature

9/29/98
Date

Total number of pages including cover sheet, attachments, and document: 19

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

TRADEMARK REEL: 1800 FRAME: 0284

TRADEMARK APPLICATIONS

4.A.

75/124,293 -

75/311,532 ✓

75/311,530 ✓

75/008,814 ✓

75/247,413 ✓

75/245,345 ✓

75/087,349 ✓

75/213,297 ✓

75/247,415 ✓

75/247,416 ✓

74/636,521 ✓

74/543,453 ✓

TRADEMARKS

4.B.

1,125,056	1,846,951
1,139,614	1,846,952 ✓
1,139,643 ✓	1,951,167
1,368,380	1,962,091 ✓
1,003,498 ✓	2,033,975
1,958,153	
2,028,344 ✓	2,185,019 ✓
1,985,455	75/311,531
1,986,995 ✓	75/380,192 ✓
2,130,712	75/379,915
1,979,549 ✓	75/381,141 ✓
1,616,246	75/441,474
2,102,319 ✓	75/441,472 ✓
1,420,167	75/441,473
1,294,232 ✓	75/441,481 ✓
1,295,188	75/514,839
1,861,544 ✓	75/514,840 ✓
1,870,113	2,027,569

PATENT, TRADEMARK AND LICENSE
SECURITY AGREEMENT

THIS PATENT, TRADEMARK AND LICENSE SECURITY AGREEMENT (this "Agreement") is made and entered into this 25th day of September, 1998, by HASCO INTERNATIONAL, INC., a Missouri corporation ("Borrower"), in favor of MERCANTILE BANK NATIONAL ASSOCIATION, a national banking association, as agent (in such capacity, the "Agent") for itself and any other "Lender(s)" (as defined therein) from time to time party to that certain Credit Agreement dated the date hereof by and among Borrower, the Lender(s) party thereto, Mercantile Bank National Association as agent for the Lender(s) and Harris Trust and Savings Bank as co-agent ("Co-Agent") for the Lender(s), as the same may from time to time be amended, modified, extended or renewed (the "Credit Agreement"; all capitalized terms used and not otherwise defined in this Agreement shall have the respective meanings ascribed to them in the Credit Agreement and in the First Foto Credit Agreement (herein described) except to the extent the context shall require that such terms have the meanings ascribed to such terms in one or the other of the Credit Agreement or the First Foto Credit Agreement only).

WITNESSETH:

WHEREAS, Borrower, the Agent, the Co-Agent and the Lender(s) are herewith entering into the Credit Agreement; and

WHEREAS, Borrower's subsidiary, First Foto Marketing Services Inc., an Ontario corporation ("First Foto"), the Agent, the Co-Agent and the Lender(s) are herewith entering into a certain Credit Agreement also dated of even date herewith (the "First Foto Credit Agreement") and Borrower is providing its unlimited continuing Guaranty of First Foto's obligations and indebtedness thereunder; and

WHEREAS, as a condition precedent to the Lender(s) entering into the Credit Agreement and the First Foto Credit Agreement, the Lender(s) have required that Borrower execute and deliver this Agreement to the Agent for the ratable benefit of the Lender(s); and

WHEREAS, in order to induce the Lender(s) to enter into the Credit Agreement and the First Foto Credit Agreement, Borrower has agreed to execute and deliver this Agreement to the Agent for the ratable benefit of the Lender(s); and

WHEREAS, Borrower, the Agent and the Lender(s) agree that all of the Secured Obligations (as hereinafter defined) shall be ratably secured by this Agreement; and

WHEREAS, this Agreement is being executed in connection with and in addition to the Security Agreement under which Borrower has granted to the Agent for the ratable benefit of the Lender(s) a lien on and security interest in, among other things, all accounts, inventory, general intangibles, machinery, equipment, books, records, goodwill, patents and trademarks now owned or hereafter acquired by Borrower and all proceeds thereof;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Borrower hereby covenants and agrees with the Agent as follows:

1. Grant of Security Interest. For value received, Borrower hereby collaterally assigns to the Agent for the ratable benefit of the Lender(s), and grants the Agent for the ratable benefit of the Lender(s) a security interest in and lien on, all of Borrower's right, title and interest in, to and under the following described property, whether now owned and existing or hereafter created, acquired or arising:

(a) all patents and patent applications, and the inventions and improvements described and claimed therein, including, without limitation, each patent and application listed on Schedules A and B, respectively, attached hereto and incorporated herein by reference (as the same may be amended pursuant hereto from time to time) and (i) the reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof, (ii) all income, damages and payments now and hereafter due or payable under or with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing patents and applications together with the items described in clauses (i) through (iv) of this subsection (a) are hereinafter collectively referred to herein as the "Patents");

(b) all trademarks, service marks, trademark or service mark registrations, trade names, trade styles, trademark or service mark applications and brand names, including, without limitation, common law rights and each mark and application listed on Schedules C and D, respectively, attached hereto and incorporated herein by reference; and (i) renewals or extensions thereof, (ii) all income, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, license royalties, damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trade names, service marks and applications and registrations thereof together with the items described in clauses (i) through (iv) of this subsection (b) are hereinafter collectively referred to herein as the "Trademarks");

(c) the license(s) listed on Schedule E attached hereto and incorporated herein by reference and all other license agreements (to the extent such license agreements may be assigned without violating the terms of any such license agreement) with respect to any of the Patents or the Trademarks or any other patent, trademark, service mark or any application or registration thereof or any other trade name or trade style between Borrower and any other party, whether Borrower is licensor or licensee (all of the forgoing license agreements and Borrower's rights thereunder are hereinafter collectively referred to as the "Licenses");

(d) the goodwill of Borrower's business connected with and symbolized by the Trademarks; and

(e) all proceeds, including, without limitation, proceeds which constitute property of the types described in (a), (b), (c) and (d) above and any rents and profits of any of the foregoing items, whether cash or noncash, immediate or remote, and insurance proceeds, and all products of (a), (b), (c) and (d) above, and any indemnities, warranties and guaranties payable by reason of loss or damage to or otherwise with respect to any of the foregoing items;

to secure the payment of any and all of the Borrower's Obligations (as defined in the Credit Agreement) and to secure the payment of any and all of Borrower's present and future liabilities, indebtedness and obligations to Lenders under its guaranty of all of Borrower's Obligations (as defined in the First Foto Credit Agreement) (hereinafter collectively referred to "Secured Obligations").

2. Representations, Warranties and Covenants of Borrower. Borrower hereby represents and warrants to the Agent, and covenants and agrees with the Agent, that:

(a) all of the Patents, Trademarks and Licenses are subsisting and have not been adjudged invalid or unenforceable, in whole or in part, and are not at this time the subject of any challenge to their validity or enforceability;

(b) to the best of Borrower's knowledge, each of the Patents, Trademarks and Licenses is valid and enforceable;

(c) (i) no claim has been made that the use of any of the Patents, Trademarks or Licenses does or may violate the rights of any third person, (ii) no claims for patent infringement have been commenced in connection with any of the Patents and (iii) no claims for trademark infringement have been commenced in connection with any of the Trademarks;

(d) Borrower is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Licenses, free and clear of any and all liens, charges and encumbrances, including, without limitation, any and all pledges, assignments, licenses, registered user agreements, shop rights and covenants by Borrower not to sue third persons, excluding only security interests granted to the Agent for the ratable benefit of the Lender(s);

(e) Borrower has the unqualified right to enter into this Agreement and perform its terms;

(f) Borrower has used, and will continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Licenses;

(g) Borrower has the exclusive, royalty-free right and license to use the Patents, Trademarks and Licenses (excluding royalties due and payable to Subsidiaries of Borrower who are Guarantors of Borrower's Obligations under the Credit Agreement) and agrees not to transfer any rights or interest in any of the Patents, Trademarks or Licenses during the term of this Agreement; and

(h) Borrower has no notice of any suits or actions commenced or threatened with reference to any of the Patents, Trademarks or Licenses.

3. Inspection Rights; Product Quality. Borrower will permit, upon at least one (1) Business Day's prior oral or written notice from the Agent or any of the Lender(s) to Borrower (provided, however, that no such notice need be given by the Agent or any of the Lender(s) if any Default or Event of Default under the Credit Agreement or the First Foto Credit Agreement has occurred and is continuing), inspection of Borrower's facilities which manufacture, inspect or store products sold under any of the Patents, Trademarks or Licenses and inspection of the products and records relating thereto by the Agent and each of the Lender(s) during normal business hours and at other reasonable times. Borrower will reimburse the Agent and each of the Lender(s) upon demand for all costs and expenses incurred by Agent or any of the Lender(s) in connection with any such inspection conducted by Agent or any of the Lender(s) while any Default or Event of Default under the Credit Agreement or the First Foto Credit Agreement has occurred and is continuing. A representative of Borrower may be present during any such inspection, provided that a particular representative's availability or unavailability shall not inhibit or delay such inspection. Borrower agrees (i) to maintain the quality of any and all products in

connection with which the Trademarks are used, consistent with commercially reasonable practices, and (ii) to provide the Agent, upon the Agent's request from time to time, with a certificate of any officer of Borrower certifying Borrower's compliance with the forgoing.

4. Further Assurances. Borrower agrees that, until (i) all of the Secured Obligations shall have been paid in full, (ii) no Letters of Credit shall be outstanding and (iii) the Lender(s) have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower under the Credit Agreement or to First Foto under the First Foto Credit Agreement, it will not enter into any agreement (for example, a license or sublicense agreement) which is inconsistent with Borrower's obligations under this Agreement, the Credit Agreement or its guaranty of Borrower's Obligations under the First Foto Credit Agreement, without the prior written consent of the Required Lender(s) and Borrower agrees that it shall not take any action or permit any action to be taken by others subject to its control, including licensees, or fail to take any action which would affect the validity or enforcement of the rights transferred to the Agent under this Agreement. Borrower further agrees that at any time and from time to time, at the expense of Borrower, Borrower will promptly execute and deliver to the Agent any and all further instruments and documents and take any and all further action that may be necessary, or that the Agent may reasonably request, in order to perfect and protect the security interest granted hereby with respect to the Patents, Trademarks and Licenses or to enable the Agent to exercise its rights and remedies hereunder with respect to the same.

5. Additional Patents, Trademarks and Licenses. If Borrower shall (i) become aware of any existing Patents, Trademarks or Licenses of which Borrower has not previously informed the Agent, (ii) obtain rights to any new patentable inventions, Patents, Trademarks or Licenses or (iii) become entitled to the benefit of any Patents, Trademarks or Licenses which benefit is not in existence on the date hereof, the provisions of this Agreement shall automatically apply thereto and Borrower shall give the Agent prompt written notice thereof.

6. Modification by Agent. Borrower authorizes the Agent to modify this Agreement by amending Schedules A, B, C, D and E to include any future patents and patent applications, any future trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service applications, and any future licenses, covered by Paragraphs 1 and 5 hereof, without the signature of Borrower if permitted by applicable law.

7. Use of Patents, Trademarks and Licenses. So long as no Event of Default has occurred and is continuing, Borrower may use the Patents and Trademarks and exercise its rights under the Licenses in any lawful manner not inconsistent with this Agreement on and in connection with products sold by Borrower, for Borrower's own benefit and account and for none other.

8. Default. If any Event of Default shall have occurred and be continuing, the Agent shall have, in addition to all other rights and remedies given it by this Agreement, those allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Patents, Trademarks and Licenses may be located and, without limiting the generality of the foregoing, the Agent may immediately, without demand of performance and without other notice (except as set forth next below) or demand whatsoever to Borrower, all of which are hereby expressly waived, and without advertisement, sell at public or private sale or otherwise realize upon, all or from time to time any of the Patents, Trademarks (together with the goodwill of Borrower associated therewith) or Licenses, or any interest which Borrower may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks or Licenses all expenses (including, without limitation, all expenses for brokers' fees and legal services), shall apply the residue of such

proceeds toward the payment of the Secured Obligations in the order and manner as is set forth in Section 8 of the Credit Agreement and in Section 8 of the First Foto Credit Agreement in such order as the Required Lenders shall determine. Notice of any sale or other disposition of any of the Patents, Trademarks or Licenses shall be given to Borrower at least five (5) Business Days before the time of any intended public or private sale or other disposition of such Patents, Trademarks and/or Licenses is to be made, which Borrower hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, the Agent or any holder of any of the Secured Obligations may, to the extent permissible under applicable law, purchase the whole or any part of the Patents, Trademarks or Licenses sold, free from any right of redemption on the part of Borrower, which right is hereby waived and released. Borrower agrees that upon the occurrence and continuance of any Event of Default, the use by the Agent and/or the Lender(s) of the Patents, Trademarks and Licenses shall be worldwide, and without any liability for royalties or other related charges from the Agent or any of the Lender(s) to Borrower. If an Event of Default shall occur and be continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name (for the benefit of itself and the Lender(s), as applicable) to enforce any and all of the Patents, Trademarks and Licenses, and, if the Agent shall commence any such suit, Borrower shall, at the request of the Agent, do any and all lawful acts and execute any and all proper documents required by the Agent in aid of such enforcement and the Borrower shall promptly, upon demand, reimburse and indemnify the Agent for all costs and expenses incurred by the Agent in the exercise of its rights under this Agreement. All of Agent's rights and remedies with respect to the Patents, Trademarks and Licenses, whether established hereby, by the Security Agreement or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently.

9. Termination of Agreement. At such time as (i) Borrower shall pay all of the Secured Obligations in full, (ii) no Letters of Credit are outstanding, (iii) the Lender(s) shall have no further commitment or obligation to make any additional loans or advances or other extensions of credit to Borrower under the Credit Agreement or to First Foto under the First Foto Credit Agreement and (iv) both the Credit Agreement and the First Foto Credit Agreement shall be terminated, this Agreement shall terminate and the Agent shall execute and deliver to Borrower all instruments as may be necessary or proper to extinguish the Agent's security interest therein, subject to any disposition thereof which may have been made by the Agent pursuant hereto.

10. Expenses. Any and all fees, costs and expenses of whatever kind or nature, including, without limitation, the reasonable attorneys' fees and expenses incurred by the Agent in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or other amounts in connection with protecting, maintaining or preserving the Patents, Trademarks and/or Licenses, or in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks and/or Licenses, shall be borne and paid by Borrower on demand by the Agent and until so paid shall be added to the principal amount of the Secured Obligations and shall bear interest at a rate per annum equal to the lesser of Two Percent (2%) over and above the Prime Rate (which interest rate shall fluctuate as and when the Prime Rate shall change) or the highest rate of interest allowed by law from the date incurred until reimbursed by Borrower.

11. Preservation of Patents, Trademarks and Licenses. Borrower shall have the duty (i) to file and prosecute diligently any patent, trademark or service mark applications pending as of the date hereof or hereafter, (ii) to make application on unpatented but patentable inventions and on trademarks and service marks, as commercially reasonable and (iii) to preserve and maintain all rights in

the Patents, Trademarks and Licenses, as commercially reasonable. Any expenses incurred in connection with Borrower's obligations under this Section 11 shall be borne by Borrower.

12. Agent Appointed Attorney-In-Fact. If any Event of Default shall have occurred and be continuing, Borrower hereby authorizes and empowers the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as Borrower's true and lawful attorney-in-fact, with the power to endorse Borrower's name on all applications, documents, papers and instruments necessary for the Agent to use the Patents, Trademarks and Licenses, or to grant or issue any exclusive or non-exclusive license under the Patents, Trademarks and Licenses to anyone else, or necessary for the Agent to assign, pledge, convey or otherwise transfer title to or dispose of the Patents, Trademarks and Licenses to anyone else. Borrower hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable for the duration of this Agreement.

13. No Waiver. No course of dealing between Borrower and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

15. Amendments. This Agreement is subject to amendment or modification only by a writing signed by Borrower and the Agent and consented to by the Required Lender(s), except as provided in Paragraph 6 above.

16. Successors and Assigns. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns, except that Borrower may not assign or delegate any of its rights of obligations under this Agreement.

17. Governing Law. The validity and interpretation of this Agreement and the rights and obligations of the parties hereto shall be governed by and construed in accordance with the substantive laws of the State of Missouri (without reference to conflict of law principles).

IN WITNESS WHEREOF, Borrower and the Agent have executed this Patent, Trademark and License Security Agreement this 25th day of September, 1998.

HASCO INTERNATIONAL, INC.
("Borrower")

By Mark Barnett
Title: Assistant Secretary

MERCANTILE BANK NATIONAL
ASSOCIATION, as Agent
(the "Agent")

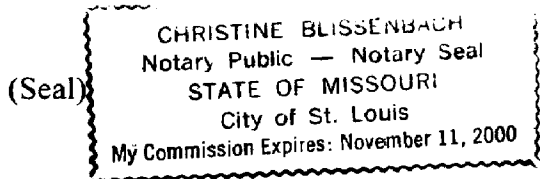
By James B. Kelly
Title: Vice President

CERTIFICATE OF ACKNOWLEDGMENT

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

On this 25th day of September, 1998, before me personally appeared Max S. Barnett, to me personally known, who, being by me duly sworn, did say that he is the Assistant Secretary of HASCO INTERNATIONAL, INC., a Missouri corporation, and that said instrument was signed on behalf of said corporation by authority of its Board of Directors; and said Max S. Barnett acknowledged said instrument to be the free act and deed of said corporation.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my official seal in the City and State aforesaid, the day and year first above written.



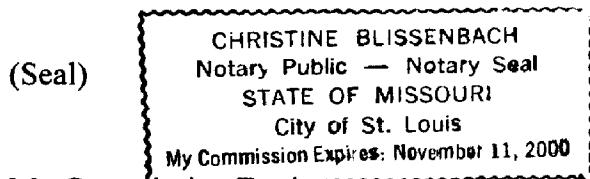
Christine Blissenbach
Notary Public

My Commission Expires: _____.

STATE OF MISSOURI)
)
CITY OF ST. LOUIS)

On this 25th day of September, 1998, before me appeared James B. Lally, to me personally known, who, being by me duly sworn, did say that he is a Vice-President of MERCANTILE BANK NATIONAL ASSOCIATION, a national banking association, and that said instrument was signed on behalf of said association by authority of its Board of Directors; and said James B. Lally acknowledged said instrument to be the free act and deed of said association.

IN TESTIMONY WHEREOF, I have hereunto set my hand, and affixed my official seal in the City and State aforesaid, the day and year first above written.



Christine Blissenbach
Notary Public

My Commission Expires: _____.

SCHEDULE A

Patents

<u>Patent No.</u>	<u>Date Issued</u>	<u>Related Foreign Patents</u>
4,637,712	January 20, 1987	None

SCHEDULE B

Patent Applications

None.

SCHEDULE C

Trademarks

Trademarks

<u>Country</u>	<u>Mark</u>	<u>Number</u>	<u>Issue Date</u>
Canada	Premiere Photo & Design	TMA 294,885	9/7/84
	Family Showcase	TMA 457,327	5/17/96
	Forever Yours	TMA 482,547	9/15/97
	Les Echantillons Tresor	355,605	5/12/89
	Treasure Pac	355,604	5/12/89
	Helping New Moms	835,720	2/5/97
	Premieres Infos	TMA 496602	6/23/98
France	Premiere Photo & Design	1,714,896	Sold
Madrid Convention	Premiere Photo & Design	470,011	8/13/82
Mexico	Primera Photo	453,746	1/21/94
	First Foto	552,338	6/27/97
	Primera Foto	552,337	6/27/97
United States	Babies Are Beautiful	1,125,056	9/11/79
	Babies Are Beautiful	1,139,614	9/16/80
	Babies Are Beautiful	1,139,643	9/16/80
	Birth-A-Gram & Design	1,368,380	10/29/85
	Cradle Pictures & Design	1,003,498	1/28/75
	First Facts (service mark)	1,958,153	2/20/96
	Firstwear	2,028,344	1/7/97
	First Foto (name only) (service mark)	1,985,455	7/9/96
	First Foto (name only) (trademark)	1,986,995	7/16/96
	First Foto (service mark) (photofinishing services)	2,130,712	1/20/98
	HASCO International, Inc. (service mark)	1,979,549	6/11/96
	Health Care Images	1,616,246	10/2/90

	Kids First (service mark)	2,102,319	9/30/97
	Lovenotes From First Foto	1,420,167	12/9/86
	Premiere Photo & Design	1,294,232	9/11/84
	Premiere Photo & Design	1,295,188	9/11/84
	Family Portrait Club	1,861,544	11/1/94
	1-800-STUDIOS	1,870,113	12/27/94
	Baby Shower	1,846,951	7/26/94
	Family Showcase	1,846,952	7/26/94
	Cradle Pictures	1,951,167	1/23/96
	Hold on to the Moment	1,962,091	3/12/96
	Share the Moment (service mark)	2,033,975	1/28/97
	Picture of Health		Abandoned
	Helping New Moms	2,185,019	8/25/98
	Announcing	75/311,531	6/19/97
	New Moms Bonus Club	75/380,192	10/27/97
	New Moms Bonus Club	75/379,915	10/27/98
	New Moms Bonus Club	75/381,141	10/27/98
	Starz	75/441,474	2/26/98
	Starz	75/441,472	2/26/98
	All Stars	75/441,473	2/26/98
	All Stars	75/441,481	2/26/98
	Webnursery	75/514,839	7/7/98
	Webnursery	75/514,840	7/7/98
West Germany	Premiere Photo & Design	1,071,154	12/5/84

Trademarks Received/Bought from Forever Yours, Inc.

US	Baby Safe	2,027,569	12/31/96
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Qualifications Applicable to Patent Trademark and License Security Agreement

1. Non-material items are included in this Schedule for informational purposes only. The inclusion of any item in this schedule shall not cause it to be deemed material.

2. The Madrid Convention trademark registration for the mark "Premiere Photo & Design," No. 470,011, was registered by Premiere Photo, SARL, formerly a subsidiary of HASCO International, Inc., which subsidiary was subsequently dissolved and merged into HASCO International, Inc. However, no filing indicating this dissolution was made with regard to this registration and record title remains in the name of Premiere Photo, Sarl.
3. The West German trademark registration for the mark "Premiere Photo & Design," No. 1,071,154, was registered by Premiere Photo International, Ltd., a Missouri corporation which was formerly a subsidiary of HASCO International, Inc. and which was subsequently dissolved and merged into HASCO International, Inc. However, no filing indicating this dissolution was made with regard to this registration and record title remains in the name of Premiere Photo International, ltd.
4. HASCO International, Inc. is the record owner of a Missouri trademark registration for the mark "Santa Plus," No. 0008528. However, HASCO International, Inc. assigned all its rights in such mark, along with a U.S. registration for "Santa Plus," No. 1,362,641 to Twinstant, Inc. it should be noted that the agreement between the parties erroneously omitted such Missouri registration.

SCHEDULE D

Trademark Applications

Trademarks

<u>Country</u>	<u>Mark</u>	<u>Number</u>	<u>Issue Date</u>	
Mexico	First Foto (trademark)	270,566	Applied for 11/19/96	
United States	Announcing (service mark)	75/124,293	Abandoned	
	First Expressions	75/311,532	Applied for 6/19/97	
	First Impressions (service mark)	75/311,530	Applied for 6/19/97	
	From Your Happy Home to Theirs	75/008,814	Abandoned	
	Helping New Moms (trademark)	75/247,413	Applied for 2/25/97	
	Helping New Moms (service mark)	75/245,345	Applied for 2/21/97	
	Hold on to the Moment (trademark-class 16)	75/087,349	Applied for 4/12/96	
	Just For Kids (service mark)	75/213,297	Applied for 12/16/96	
		Assigned to PSI		
		Personal Foto Greetings (trademark)	75/247,415	Applied for 2/25/97
	Personal Foto Greetings (service mark)	75/247,416	Applied for 2/25/97	
	Forever Yours	74/636,521	Applied for 2/21/95	
Canada	Helping New Mothers	886,411	Applied for 8/4/98	
	Info-Photo	786,207	Abandoned	

Trademarks Received/Bought from Forever Yours, Inc.

US	Forever Yours & Design	74/543,453	Applied for 6/17/94
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SCHEDULE E

LICENSES

1. License Agreements between HASCO I.A. Limited and HASCO International, Inc.