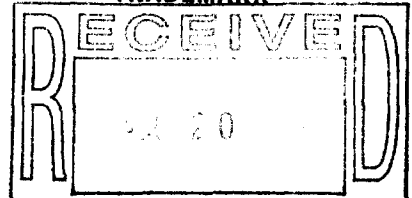


08-27-1999



101128632

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY



8.20.99

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

Submission Type

- New
- Resubmission (Non-Recordation)
Document ID #
- Correction of PTO Error
Reel # Frame #
- Corrective Document
Reel # Frame #

Conveyance Type

- Assignment License
- Security Agreement Nunc Pro Tunc Assignment
- Merger Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

- Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship/State of Incorporation/Organization

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

State/Country

Zip Code

- Individual General Partnership Limited Partnership

- Corporation Association

Other

Citizenship/State of Incorporation/Organization

If document to be recorded is an assignment and the receiving party is not domiciled in the United States, an appointment of a domestic representative should be attached. (Designation must be a separate document from Assignment.)

FOR OFFICE USE ONLY

08/27/1999 DC0ATES 00000090 75367409

01 FC:481 40.00 DP

Public burden reporting for this collection of information is estimated to average approximately 30 minutes per Cover Sheet to be recorded, including time for reviewing the document and gathering the data needed to complete the Cover Sheet. Send comments regarding this burden estimate to the U.S. Patent and Trademark Office, Chief Information Officer, Washington, D.C. 20231 and to the Office of Information and Regulatory Affairs, Office of Management and Budget, Paperwork Reduction Project (0651-0027), Washington, D.C. 20503. See OMB Information Collection Budget Package 0651-0027, Patent and Trademark Assignment Practice. DO NOT SEND REQUESTS TO RECORD ASSIGNMENT DOCUMENTS TO THIS ADDRESS.

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

TRADEMARK
REEL: 001949 FRAME: 0647

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Pages

Enter the total number of pages of the attached conveyance document including any attachments.

#

Trademark Application Number(s) or Registration Number(s)

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)

Registration Number(s)

<input type="text" value="75367409"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1677149"/>	<input type="text" value="1929721"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1614441"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1662865"/>	<input type="text"/>	<input type="text"/>

Number of Properties

Enter the total number of properties involved.

#

Fee Amount

Fee Amount for Properties Listed (37 CFR 3.41):

\$

Method of Payment:

Enclosed

Deposit Account

Deposit Account

(Enter for payment by deposit account or if additional fees can be charged to the account.)

Deposit Account Number:

#

Authorization to charge additional fees:

Yes

No

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. Charges to deposit account are authorized, as indicated herein.

James C. Zabriskie

Name of Person Signing *Vice President*

Signature

8/20/99

Date Signed

ASSET PURCHASE AGREEMENT

This Asset Purchase Agreement is made and effective as of 11:59 p.m. on April 1, 1999, by and between Liberty BIDCO Investment Corporation, a Michigan corporation ("Seller"), and RPKE, LLC, a Michigan limited liability company ("Buyer").

The facts underlying this Agreement are as follows:

A. Pursuant to a Consent Order of Possession (the "Order") entered on April 1, 1999, by Judge Sheward in the Court of Common Pleas, Franklin County, Ohio, Case No. 99-CVH03-2349, Rolling Pin Kitchen Emporium, Inc. (f/k/a Home Retail Holdings, Inc.), The Cookstores, Inc., The Cookstore Worthington, Inc. and Aropi, Inc. (collectively, "Defendants") surrendered possession to Seller all "Collateral" as defined in that Court order, which Collateral includes but is not limited to all "Collateral" as defined in the Business Loan Agreement dated August 12, 1998 between certain Defendants and Seller and in the Security Agreement dated August 12, 1998 between the same parties, all "Collateral" as defined in the Loan and Security Agreement dated as of August 20, 1998 between Greenfield Commercial Credit, L.L.C. ("Greenfield") and Defendants as Borrower and Guarantors, as applicable, all accounting and other records pertaining to and all writings evidencing the foregoing collateral or any portion thereof, all books, records and documents of Defendants relating thereto, all forms, programs, software and other materials and instructions necessary or useful to Seller in connection with such accounting or other records, registered trademarks and the rights to use the names subject to such trademarks (collectively, the "Assets"). The Order is to be construed to be an acceptance by Seller of the Assets in satisfaction of the obligations of Defendants to Seller under Section 9-502(2) of the Uniform Commercial Code, subject to the senior liens and security interests of Greenfield in the Assets.

B. Subject to the terms and conditions of this Agreement, Seller desires to sell to Buyer and Buyer desires to purchase from Seller the Assets.

NOW, THEREFORE, the parties hereto agree as follows:

1. Purchase and Sale of the Assets.

At the Closing (as hereinafter defined) and upon the basis of the representations, warranties and agreements herein contained and subject to the terms and conditions herein set forth, Seller hereby agrees to sell, transfer, assign, convey and deliver to Buyer and Buyer shall purchase on the terms set forth herein all Seller's right, title and interest in and to the Assets. At the Closing, Seller shall deliver to Buyer a Bill of Sale substantially in the form of Exhibit A attached hereto.

2. Purchase Price.

The Purchase Price for the Assets is Two Million Dollars (\$2,000,000). The parties agree that the purchase price shall be allocated as agreed among them and as will be set forth on Exhibit B to be attached hereto. Buyer shall pay the entire Purchase Price to the Seller by the execution and delivery of a promissory note in the principal sum of the Purchase Price in the form attached hereto as Exhibit C (the "Note"), the Note to be secured by a security agreement in the form attached hereto as Exhibit D. Buyer shall execute Uniform Commercial Code Financing Statements and assignments of trademarks and such other documents and instruments as Buyer requests to evidence Seller's security interest in the Assets.

3. Buyer Takes Assets "As Is":

Buyer has made such inspection of the Assets as it deems necessary or appropriate, is satisfied with their condition, and takes the same "as is" and "where is." Seller makes no representations or warranties whatsoever as to the Assets being purchased hereunder, including, but not limited to, warranties of merchantability, title, or fitness for purpose intended. Buyer

acknowledges that the Asset may be subject to liens and other encumbrances and are subject to the liens and security interests of Greenfield.

4. No Assumption of Liabilities:

Buyer is not assuming and shall not assume any liabilities of Defendants or the Defendants' business of any kind, fixed or contingent, known or unknown, matured or unmatured, liquidated or unliquidated.

5. Representations and Warranties of Seller.

Seller represents and warrants to Buyer as follows:

(a) Seller is a corporation duly organized, validly existing and in good standing under the laws of the State of Michigan. Seller has the corporate power and authority to carry on its business as it is now being conducted and to own and operate its properties and business.

(b) Seller has all requisite corporate power to enter into this Agreement and all requisite corporate power to carry out and perform its obligations under the terms of this Agreement. All corporate action on the part of Seller, its directors and shareholders necessary for the authorization, execution, delivery and performance of this Agreement and the performance by Seller of this Agreement and the consummation of the transactions contemplated hereby has been or will be taken prior to the Closing. This Agreement constitutes a valid and binding agreement of Seller, enforceable in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency or similar laws affecting creditors rights. The delivery and performance of this Agreement and the consummation of the transactions contemplated hereby, will not result in any conflict with, or breach or violation of, or default under any charter, by-law, statute, judgment, order,

decree, mortgage, agreement, deed of trust, indenture or other instrument to which Seller is a party or by which Seller is bound.

(c) Seller is hereby conveying to Buyer all right, title and interest in the Assets, which Seller acquired as a consequence of the Order, but Seller makes no representation that the Assets are free and clear of any mortgage, claim, security interest, lien or encumbrance and the sale of the Assets pursuant to this Agreement are expressly subject thereto.

(d) Seller makes no representation with respect to any litigation, proceeding, investigation or claim pending or threatened against or affecting the Assets.

6. Representations, Warranties and Agreements of Buyer.

(a) Buyer is a limited liability company duly organized, validly existing and in good standing under the laws of the State of Michigan.

(b) Buyer has all requisite power to enter into this Agreement, to execute and deliver the Note, the security agreement, the bill of sale and the other agreements and instruments contemplated hereby and thereby (collectively, the "Closing Documents") and to carry out and perform its obligations under the Closing Documents. All action on the part of Buyer and its members necessary for the authorization, execution, delivery and performance of the Closing Documents and the consummation of the transactions contemplated thereby and the authorization, issuance, execution and delivery of the Note has been taken. The Closing Documents constitute valid and binding agreements of Buyer, enforceable in accordance with their respective terms, except as such enforcement may be limited by bankruptcy, insolvency or similar laws affecting creditors rights. The entering into of the Closing Documents, the consummation of the transactions therein contemplated and the performance of the terms and provisions thereof and the issuance of the Note

will not result in a breach or violation of, or constitute a default under, the provisions of any statute, the Articles of Organization or the Member Agreement of Buyer, or any indenture, mortgage, deed of trust, or other agreement, instrument, franchise, permit, license, decree, order, judgment, rule or regulation to which Buyer is a party or by which Buyer, any of its subsidiaries, or their respective properties are bound.

7. Covenants of Seller and Buyer.

Seller will cooperate fully with Buyer to provide a smooth and orderly transition in the ownership of the Assets. After the Closing, Seller will execute any additional instruments which Buyer may reasonably request in order to perfect Buyer's title to any of the Assets.

8. Closing.

The Assets to be sold, assigned, transferred, conveyed and delivered by Seller to Buyer and payment of the Purchase Price pursuant hereto and delivery of certain of the documents, certificates and agreements by the parties provided for herein will be made at the offices of Seller simultaneously with the execution and delivery of this Agreement (the "Closing").

9. Expenses and Taxes: Bulk Sales Laws.

(a) Each of the parties hereto will pay its own fees and expenses, including its own counsel fees and accountants' fees, incurred in connection with this Agreement or any transaction contemplated by this Agreement. Buyer agrees to pay all sales, documentary, transfer, excise or similar taxes with respect to the sale of the Assets and to make any and all filings required with respect thereto, and Buyer shall hold Seller harmless from all liabilities arising therefrom.

(b) Buyer shall indemnify Seller for any violation of, or liability arising under, any applicable bulk sales laws or similar laws relating to the transactions contemplated hereunder.

10. Miscellaneous.

(a) Choice of Law. This Agreement shall be governed by the laws of the State of Michigan.

(b) Captions. The subject headings of the various sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

(c) Amendment. No amendment or modification of this Agreement or any other Closing Document or waiver of its terms shall affect the rights and duties of the parties hereto, unless all parties to this Agreement have agreed to the amendment or modification in writing.

(d) Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and Agreement.

(e) Waivers. Any forbearance, failure or delay by any party to this Agreement or any other Closing Document in exercising any right, power, or remedy hereunder or thereunder shall not be deemed to be a waiver of such right, power or remedy in any single or partial exercise of any right, power or remedy hereunder or thereunder and shall not preclude the further exercise thereof, and any right, power and remedy of any party shall continue in force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the appropriate party. No waiver of any of the provisions of this Agreement or any other Closing

Document shall be deemed or shall constitute a waiver of any other provision of this Agreement or any other Closing Document, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(f) Benefit. This Agreement shall inure to the benefit of the parties hereto and their respective heirs, personal representatives and assigns and shall be binding upon their heirs, personal representatives and assigns.

(g) Assignment. This Agreement is personal to each of the parties hereto, and neither party may assign or delegate any of its rights or obligations hereunder without first having obtained the written consent of the other party.

(h) Survival of termination. Any provision of this Agreement which by its nature or content, including the warranties, representations and promises, is required to survive the termination of this Agreement, shall survive said termination and the parties shall be bound thereby.

(i) Severability. Each separately numbered or lettered section and paragraph of this Agreement shall be treated as severable, to the end that if any one or more such paragraphs or sections shall be adjudged or declared illegal, invalid or unenforceable, this Agreement shall be interpreted, and shall remain in full force and effect as though such paragraph(s) or section(s) had never been contained in this Agreement.

(j) Notices. All notices, requests, and other communications hereunder shall be in writing and shall be deemed to have been duly given if delivered by hand or recognized

overnight delivery service, or mailed, certified or registered mail, with postage prepaid, or by telecopier:

If to Seller, to:

Pearl M. Holforty, President
Liberty BIDCO Investment Corporation
30833 Northwestern Hwy., Suite 211
Farmington Hills, MI 48334-2551
Telecopier No.: 248-626-6072

If to Buyer, to:

Greg Dukoff
RPKE, LLC
c/o Rolling Pin Kitchen Emporium
4264 Winters Chapel Road, Building B
Atlanta, GA 30360
Telecopier No. 770-457-3110

or in each case to such other person or address as of which notice shall be duly given.

(k) Entire Agreement. This Agreement, including the Exhibits and other

Closing Documents contain the entire understanding of the parties hereto in respect of the subject matter hereof. There are no representations, promises, warranties, covenants or undertakings, other than those expressly set forth herein. This Agreement supersedes all prior agreements and understandings between the parties with respect to such subject matter.

(l) Miscellaneous. This Agreement constitute the entire Agreement

among the parties and contains all of the Agreements among the parties with respect to the subject matter hereof; this Agreement supersedes any and all other Agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof.

* *

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

SELLER:

Liberty BIDCO Investment Corporation,
a Michigan corporation

By: Pearl M Holfoty
Pearl M. Holfoty, President

BUYER:

RPKE, LLC
a Michigan limited liability company

By: Liberty BIDCO Investment Corporation,
its member

By: Pearl M Holfoty
Pearl M. Holfoty, President

LIST OF EXHIBITS

- Exhibit A - Bill of Sale
- Exhibit B - Allocation of Purchase Price
- Exhibit C - Note
- Exhibit D - Security Agreement

EXHIBIT A

BILLOF SALE

BILL OF SALE

KNOW ALL MEN BY THESE PRESENTS, that Liberty BIDCO Investment Corporation, a Michigan corporation ("Transferor"), for and in consideration of the sum of \$2,000,000.00 paid by RPKE, Inc., a Michigan limited liability company ("Transferee") and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, does hereby grant, sell, transfer and deliver unto Transferee, its successors and assigns, all of Transferor's right, title and interest in and to the following assets (collectively termed the "Personal Property") possession of which was surrendered by Rolling Pin Kitchen Emporium, Inc. (f/k/a Home Retail Holdings, Inc.), The Cookstores, Inc., The Cookstore Worthington, Inc. and Aropi, Inc. (collectively, "Debtors") to Transferor pursuant to a Consent Order of Possession (the "Order") entered April 1, 1999, by Judge Sheward in the Court of Common Pleas, Franklin County, Ohio, Case No. 99-CVH03-2349, which Order is to be construed to be an acceptance by Transferor of the Personal Property in satisfaction of the obligations of Debtors to Transferor pursuant to Section 9-502(2) of the Uniform Commercial Code, subject to the senior liens and security interests of Greenfield Commercial Credit, L.L.C. in the Personal Property, and acquired by Transferee, pursuant to an Asset Purchase Agreement dated April 1, 1999 between Transferor and Transferee, ("Purchase Agreement"):

- a. All "Collateral" as defined in the Order
- b. All "Assets" as defined in the Purchase Agreement

TRANSFEROR MAKES NO REPRESENTATION OR WARRANTY, EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING, BUT NOT LIMITED TO: THE CONDITION, DESIGN, OR QUALITY OF THE PROPERTY; THE FITNESS OF THE PROPERTY FOR USE OR FOR A PARTICULAR PURPOSE; THE MERCHANTABILITY OF THE PROPERTY; COMPLIANCE OF THE PROPERTY WITH THE REQUIREMENTS OF ANY LAWS, RULES, SPECIFICATIONS OR CONTRACTS PERTAINING THERETO; PATENT INFRINGEMENT; LATENT DEFECTS; THE QUALITY OF THE MATERIAL OR WORKMANSHIP OF THE PROPERTY OR THE CONFORMITY OF THE PROPERTY TO THE PROVISIONS AND SPECIFICATIONS OF ANY PURCHASE ORDER RELATING THERETO; THE OPERATION, USE, OR PERFORMANCE OF THE PROPERTY; OR ANY OTHER REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY. TRANSFEREE ALSO ACKNOWLEDGES THAT TRANSFEROR HAS MADE NO REPRESENTATION OR WARRANTY OF ANY KIND, NATURE OR DESCRIPTION, EXPRESS OR IMPLIED, WITH RESPECT TO THE OPERATION, USE OR PERFORMANCE OF THE PROPERTY.

TRANSFEROR SHALL HAVE NO LIABILITY TO TRANSFEREE OR ANY PERSON WHOMSOEVER (INCLUDING LESSEES OR PURCHASERS OF ALL OR ANY OF THE PROPERTY) FOR ANY CLAIM, LOSS, DAMAGE OR EXPENSE (INCLUDING ATTORNEY FEES) OF ANY KIND OR NATURE, WHETHER SPECIAL, CONSEQUENTIAL, ECONOMIC OR OTHERWISE, CAUSED OR ALLEGED TO BE CAUSED DIRECTLY, INDIRECTLY, INCIDENTALY, OR CONSEQUENTIALY BY THE PROPERTY OR ANY PART THEREOF OR PRODUCTS THEREFROM, BY ANY INADEQUACY OF THE PROPERTY OR DEFECT OR DEFICIENCY THEREIN, BY ANY INCIDENT WHATSOEVER ARISING IN STRICT LIABILITY OR OTHERWISE FROM TRANSFEROR'S OR TRANSFEREE'S NEGLIGENCE OR OTHERWISE, OR FOR ANY LOSS OF BUSINESS OR DAMAGE WHATSOEVER AND HOWSOEVER CAUSED, OR ARISING OUT OF THIS AGREEMENT OR THE PROPERTY. TRANSFEREE SHALL INDEMNIFY AND HOLD TRANSFEROR HARMLESS FROM AND AGAINST ANY AND ALL CLAIMS, COSTS, EXPENSES (INCLUDING LEGAL EXPENSES AND ATTORNEY FEES), DAMAGES, LOSSES, LIABILITIES INCURRED OR SUFFERED BY TRANSFEROR, TRANSFEREE OR ANY OTHER PARTY IN CONNECTION WITH THE DELIVERY, OPERATION, USE, PERFORMANCE, LEASE OR PURCHASE OF THE PROPERTY, OR AS A RESULT OF ANY INCIDENTAL OR CONSEQUENTIAL DAMAGES (INCLUDING STRICT LIABILITY IN TORT).

INITIALS:	
Transferor _____	Transferee _____

Transferee acknowledges that Transferor has made no representation or warranty concerning the location of the Property nor whether all of the Property is in existence or operational. TRANSFEREE PURCHASES THE PROPERTY AS IS AND WHERESOEVER LOCATED, WITHOUT REPRESENTATION OR WARRANTY OF ANY KIND. Transferee accepts the Property subject to the terms of this Bill of Sale.

Transferee shall be responsible for all taxes now existing against the Property. Transferee shall be responsible for and agrees to hold Transferor harmless from and against any and all taxes, liens, charges and encumbrances that are hereafter incurred, assessed or imposed on the Property.

IN WITNESS WHEREOF, Transferor has executed this Bill of Sale as of this first day of April, 1999.

TRANSFEROR:

LIBERTY BIDCO INVESTMENT CORPORATION

By: Pearl M. Holforty
Pearl M. Holforty, President

STATE OF MICHIGAN)
) SS.
COUNTY OF)

BEFORE ME, the undersigned authority, on this day personally appeared Pearl M. Holforty, as President of Liberty BIDCO Investment Corporation, known to me to be the person whose name is subscribed to the foregoing instrument, and acknowledged to me that she executed the same on behalf of said corporation for the purpose and consideration therein expressed.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 5th day of April 1999.

Alyane R. McAdams
Notary Public, Ingham County Acting
State of Michigan in
My Commission Expires: 7/8/99 Oakland

AGREED TO BY:

TRANSFEREE:

RPKE, LLC

By: Liberty BIDCO Investment Corporation, its member

By: Pearl M. Holforty
Pearl M. Holforty, President

INITIALS:
Transferor _____ Transferee _____

EXHIBIT B

PURCHASE PRICE ALLOCATION

The Purchase Price shall be allocated as follows:

Inventory and Fixed Assets.....	\$
Intangible Assets, Trade Secrets, Books and Records.....	
Contracts.....	
Good Will.....	_____
TOTAL.....	\$2,000,000

EXHIBIT C**DEMAND PROMISSORY NOTE**

\$2,000,000

April 1, 1999

The undersigned limited liability company hereby promises to pay to the order of Liberty BIDCO Investment Corporation, ON DEMAND, the sum of Two Million Dollars (\$2,000,000), together with interest computed at the annual rate of TWELVE (12%) Percent, from the date hereof. Interest on the principal amount outstanding shall be payable on May 1, 1999 and on the first day of each month thereafter until demand, upon which date the entire unpaid principal balance, together with all accrued and unpaid interest, shall be due and payable in full. The undersigned shall have the right to prepay without penalty all or any part of the principal and accrued and unpaid interest at any time. In the event that the institution of litigation becomes necessary to enforce collection on behalf of the holder hereof, a reasonable sum additional shall be added to the judgment to defray legal fees and expenses of collection. The undersigned hereby waives notice, presentment, protest and dishonor. This note shall be governed by the laws of the State of Michigan.

RPKE, LLC

a Michigan limited liability company

By: Liberty BIDCO Investment Company,
its memberBy: _____
Pearl M. Holforty, President

EXHIBIT D

SECURITY AGREEMENT

THIS SECURITY AGREEMENT, effective April 1, 1999, by and between the following:

SECURED PARTY: Liberty BIDCO Investment Corporation
a Michigan corporation

DEBTOR: RPKE, LLC
a Michigan limited liability company

RECITALS

A. Debtor is indebted to Secured Party in the amount of \$2,000,000.00 pursuant to the terms of an Asset Purchase Agreement and Promissory Note of even date herewith;

B. As provided in said Asset Purchase Agreement, the Debtor is obligated to enter into this Security Agreement for the purpose of granting the Secured Party a lien on all the assets of the Debtor in accordance with the terms and conditions stated in this Security Agreement.

NOW THEREFORE, in consideration of the premises and the mutual agreements hereinafter set forth, it is hereby agreed as follows:

1. **GRANT OF SECURITY INTEREST**

To secure the debt owing from the Debtor to the Secured as evidenced by a Promissory Note in the principal sum of \$2,000,000.00 and any extensions or renewals thereof, and any and all other liabilities of Debtor to Secured Party, direct or indirect, absolute or contingent, due or to become due, now existing or hereafter arising, including all future advances (all hereinafter called the "Indebtedness") and for other good and valuable consideration inuring to the benefit of Debtor, Debtor grants to the Secured Party a security interest in all the assets of Debtor, real, personal, tangible and intangible, now owned or hereafter acquired, together with any additions and accessions thereto and the proceeds of any sales thereof (hereinafter called the "Collateral"), including but not limited to the following:

i. All inventory as defined in the Uniform Commercial Code, as adopted in Michigan, including, but not limited to, all goods, merchandise, products, raw materials, components, work-in-process, and supplies of every nature used or usable in connection with the business of Debtor (the "Business") and other similar inventory (the "Inventory");

ii. All items of machinery, equipment, goods, furniture, fixtures, computer equipment, leasehold improvements, vehicles, tools and all other tangible personal property owned or leased by Debtor (excluding Inventory as defined above), (the "Fixed Assets");

iii. All intangible properties of Debtor used in the Business including, without limitation, (i) the name "Rolling Pin Kitchen Emporium", all variations thereof, and any other name used by Debtor in connection with its business (ii) all governmental permits and licenses, (iii) all patents, copyrights, trade names, trademarks and service marks, whether registered or unregistered, and the applications for registration, (iv) all source code, engineering drawings, patterns, blueprints, CAD/CAM programs, other computer software, plans, and flowcharts, (v) all General Intangibles, as defined in the Michigan Uniform Commercial Code, including but not limited to franchise rights, and all prepaid taxes and other prepaid items, and (vi) any other tangible or intangible property, rights or claims relating to the Business Assets, currently owned, used, leased, licensed or asserted by the Business or Debtor (the "Intangible Assets");

The security interested granted herein with respect to Intangible Assets shall be deemed to include the following:

(a) all trade name, trademarks, service marks, copyrights, rights in copyrights, interests in copyrights and renewals and extensions of copyrights, trade names, trademarks and service marks, domestic and foreign, heretofore or hereafter obtained, and the right, but not the obligation, to make publication thereof for copyright, trademark, trade name or service mark purposes, to register copyright claims, trade name claims, trademark claims and service mark claims and the right, but not the obligation, to renew and extend such trade names, trademarks, service marks and copyrights, and the right, but not the obligation, to sue in the name of Debtor or in the name of Secured Party, for past, present and future infringements of copyright, trade names, trademarks and service marks (collectively, the "copyright property");

(b) all rights to produce, sell, distribute, lease, sublease, market, license, sublicense, transmit, reproduce, publicize or otherwise exploit the copyright property and any and all rights therein in perpetuity, in any manner whatsoever throughout the universe;

(c) all rights of Debtor of any kind or nature, direct or indirect, to acquire, produce, develop, reacquire, finance, release, sell, distribute, lease, sublease, market, license, sublicense, exhibit, transmit, reproduce, publicize or otherwise exploit the copyright property, or any rights in the copyright property (including, but not limited to, pursuant to agreements between Debtor and any affiliates or third party which relate to the ownership, production or financing of the copyright property).

(d) all contract rights and general intangibles which grant to any person or entity any right to acquire, produce, develop, reacquire, finance, release, sell, distribute, lease, sublease, market, license, sublicense, or otherwise exploit the copyright property (including, but not limited to, all such rights pursuant to agreements between Debtor and any affiliate or third party which relate to the ownership, production or financing of the copyright property);

(e) all rent, revenues, income, compensation, products, increases, proceeds, and profits or other property obtained or to be obtained from the sale, distribution, lease, sublease, marketing, licensing, sublicensing, transmission, reproduction, publication, ownership, exploitation, or other uses of the copyright property.

iv. All mailing lists, customer lists, potential customer lists, additional computer software (customized or otherwise), vendor lists, proposal letters, manuals or business procedures, marketing know-how, trade secrets, and other proprietary or confidential information used in or relating primarily to the Business and its assets and properties and the operations of the Business, together with all goodwill related to any of the foregoing, whether in writing or on magnetic tape, disk or other media (the "Trade secrets");

v. All books, records (including, but not limited to, property records, production records, engineering records, environmental compliance records, test results of any nature, purchasing and sales records, insurance and claims records, personnel and payroll records and accounting records) and any similar items related to the Business (the "Books and Records");

vi. All accounts (as defined in the Michigan Uniform Commercial Code) contracts, contract rights, agreements, and commitments that pertain to the Business (the "Contracts"); and

vii. All interests in any lease of real property or personal property, whether as lessor or lessee, including all options to purchase any leased property, and all leasehold improvements;

viii. All substitutions and replacements of any and all of the foregoing; and

ix. All products and all proceeds (cash and non-cash) of any and all of the foregoing and, to the extent not otherwise included, all payments under insurance (whether or not either or both of Company and Secured Party are the loss payee(s) (thereof), and any indemnity, warranty or guaranty, payable by reason of loss or damage to or otherwise with respect to any of the foregoing.

2. DEBTOR'S DUTIES: FIXED ASSETS AND INVENTORY

With respect to Fixed Assets and Inventory, Debtor agrees as follows:

(a) All of the Fixed Assets shall be used by Debtor in the operations of the business of Debtor.

(b) Debtor shall maintain the Collateral in good condition and repair, reasonable wear and tear alone excepted, and Secured Party may, at Debtor's expense, pay all necessary expenses to maintain the Collateral in good repair, the cost thereof to be a part of the Indebtedness.

(c) Debtor will at all times maintain customary insurance on the Fixed Assets. Certificates and copies of the insurance policy or policies shall be delivered to Secured Party with an endorsement or loss payable clause in favor of Secured Party as its interest may appear. Upon Debtor's failure to comply with any of the provisions of this paragraph, Secured Party may, at Debtor's expense, procure such insurance, the cost thereof to be a part of the Indebtedness.

(d) Debtor will not use or permit the Fixed Assets to be used in violation of any law or ordinance of any governmental authority.

(e) Upon Secured Party's written request, Debtor will promptly notify Secured Party of the acquisition of any new or additional Fixed Assets, stating the nature, description, cost and amount of such Fixed Assets so acquired; and it will, upon demand by Secured Party at Debtor's expense, promptly execute and deliver to Secured Party such additional security agreements, financing statements or other documents with respect thereto as are required by Secured Party. Nothing in this Paragraph is intended to limit the right of Secured Party in any after-acquired property as security for the Indebtedness.

3. DEBTOR'S DUTIES: CONTRACTS AND INTANGIBLE ASSETS

With respect to Contracts and Intangible Assets (all hereinafter collectively referred to as the "Receivables"), Debtor agrees as follows:

(a) Secured Party, upon an event of default under this Agreement or the Note, shall have the right to notify the account debtors obligated on any or all of Debtor's Receivables to make payment thereof directly to Secured Party and to take control of all proceeds of any such Receivables. Until such time as Secured Party elects to exercise such right by mailing to Debtor written notice thereof, Debtor is authorized to collect and enforce said Receivables. The costs of such collection and enforcement, including attorneys' fees and out-of-pocket expenses, shall be borne solely by Debtor, whether the same are incurred by the Secured Party or Debtor.

(b) Debtor appoints Secured Party its true and lawful attorney, with full power of substitution, either in Secured Party's own name or in the name of Debtor; to sue for, collect, receipt and give acquittance for any and all moneys due or to become due under any Receivable; to endorse for the payment of money payable to Debtor on account of any Receivables; to settle, compromise, prosecute or defend any claim or proceeding with respect to any of the Collateral; to sell, assign, pledge, transfer and make any agreement respecting or otherwise deal with the Collateral; to obtain, adjust, settle and cancel any insurance covering any of the Collateral and to endorse any drafts with respect thereto; to exchange, at any time, any of the Collateral for other property upon the reorganization, recapitalization, or other adjustment of the issuer, obligor, account debtor or other person who is obligated on or otherwise has liabilities with respect to any of the Collateral with any committee or depository upon such terms as Secured Party may, in its sole discretion, deem appropriate; to notify the post office authorities to change the address to one designated by Secured Party and to permit Secured Party to have unlimited access to such post office box or mail box; to send requests for verifications to customers, account debtors and obligors on any Receivable; and to receive, open and dispose of all mail addressed to Debtor; provided, however, that nothing herein contained shall be construed as requiring or obligating Secured Party to do any of the above and no action taken by Secured Party or omitted to be taken with respect to any of the Collateral pursuant hereto shall give rise to any defense, counterclaim or offset in favor of Debtor against Secured Party. The power of attorney granted pursuant hereto, being coupled with an interest is irrevocable until the security interest granted pursuant to this Agreement is terminated in accordance with the terms hereof, and Secured Party agrees that it will not exercise such rights and powers unless a default under this Agreement, or the Note, shall occur and be continuing.

(c) Debtor agrees to indemnify and hold harmless Secured Party from and against any and all claims, demands, losses, judgments and liabilities whatsoever and to reimburse Secured Party for all costs and expenses, including attorneys' fees, growing out of or resulting from any Receivable, this Agreement or the exercise of any right or remedy granted to Secured Party hereunder, provided, however, that such indemnity shall not apply to any liability resulting from Secured Party's gross negligence or willful and wanton actions.

(d) Upon Secured Party's demand, following an event of default under this Agreement, or the Note, Debtor will forthwith upon receipt of all checks, drafts, cash and other remittances on account of the Receivables deposit the same in a special bank account maintained with Secured Party, over which Secured Party alone has power of withdrawal. The funds in said account shall be held by Secured Party as security for the Indebtedness. Said proceeds shall be deposited in precisely the form received, except for the endorsement of Debtor where necessary to permit collection of items, which endorsement Debtor agrees to make and which Secured Party is also hereby authorized to make on Debtor's behalf. Pending such deposit, Debtor agrees that it will not commingle any such checks, drafts, cash and other remittances with any of Debtor's funds or property, but will hold them separate and apart therefrom, and upon an express trust for Secured Party until deposit thereof

is made in the special account. Secured Party will, at least once a week, apply the whole or any part of the collected funds on deposit in the special account against the principal and/or interest of Indebtedness, whether or not such obligation is then due. Any portion of said funds on deposit in the special account which Secured Party elects not to so apply may be paid over by Secured Party to Debtor.

(e) Debtor will not use or permit any Receivables to be used in violation of any law or ordinance of any governmental authority.

(f) Debtor agrees to promptly execute and deliver to Secured Party at any time or times a supplemental assignment or supplemental assignments of any of said accounts and other and further instruments of assurance as Secured Party may request and deem necessary to rectify any mistake or to carry into effect the full intent and purposes hereof and otherwise to do any and all things and acts whatsoever, which Secured Party may reasonably request, to perfect the assignment of said accounts to Secured Party.

4. DEBTOR'S DUTIES: IN GENERAL

(a) Debtor will pay when due all taxes and assessments upon the Collateral and will promptly satisfy any and all liens that may be imposed upon or against the same and defend the same against all claims and demands of third persons whatever, except that Debtor shall be permitted to contest such taxes and assessments in good faith. Upon Debtor's failure to comply with any of the provisions of this paragraph, Secured Party may, at Debtor's expense, pay such taxes and assessments, the costs thereof to be part of the Indebtedness.

(b) Without the written consent of Secured Party, Debtor will not permit any adverse financing statements covering the Collateral to be filed in any public office after the date of this Agreement, except those reflecting liens subordinate to the liens and security interests established herein. Secured Party acknowledges that Debtor is granting a senior lien and security interest to Greenfield Commercial Credit, L.L.C.

(c) Debtor will furnish to Secured Party, from time to time upon request, written statements and schedules identifying and describing the Collateral and any additions thereto and substitutions therefor, in such detail as Secured Party may require; and will maintain books and records pertaining to the Collateral in such detail, form and scope as Secured Party shall require.

(d) Debtor will give Secured Party and its officers, agents or attorneys free and complete access at all reasonable times to the place of business, premises, property, ledgers, records and books of Debtor and to the Collateral; and Debtor will keep records relating to the Collateral as required by Secured party.

(e) Debtor will at any time join with Secured Party in executing one or more financing statements, amendments or supplements thereto, or any and all continuation statements as may be required by Secured Party, pursuant to the Uniform Commercial Code in form satisfactory to Secured Party and one or more assignments or mortgages of intellectual property (including copyright property) rights and will pay the cost of filing same or filing or recording this Agreement in all public offices where filing or recording is deemed by Secured Party to be necessary or desirable. In the event Debtor fails, for a period of three (3) days, to execute, acknowledge and deliver any of the aforementioned financing statements, assignments, mortgages, amendments thereof, supplements thereto or continuation statements, or other instruments, in addition to any other remedies for a breach of default as set forth herein or as set forth in any other document executed by Debtor with Secured Party, Secured Party may execute and do all things necessary to execute the aforementioned financing statements, assignments, mortgages, amendments thereof, supplements thereto or continuation statements or other instruments, as herein provided as Debtor's agent or attorney-in-fact for all such purposes. The foregoing constitution and appointment is coupled with an interest and Debtor agrees to execute, at any time, any and all further documents as Secured Party deems necessary to effectuate such constitution and appointment.

(f) The principal place of business and chief executive office of Debtor is located at 4264 Winters Chapel Road, Bldg. B, Atlanta, GA 30360 and all records concerning the Collateral and all originals of all chattel paper which evidence the Collateral are located at that address. Debtor will not change its principal place of business or remove such records without the express prior written consent of Secured Party.

(g) All of the Inventory and Fixed Assets are located at the places specified in Schedule A attached hereto and made a part hereof. Debtor will not remove any part of the Inventory or Fixed Assets from the location set forth on Schedule A without the express prior written consent of Secured Party, except for sales of Inventory in the ordinary course of business.

(h) In addition to the grant of a security interest in intellectual property, including trademarks, trade names and service marks hereinbefore provided, for the purposes of enabling Secured Party to exercise its rights and remedies hereunder, Debtor hereby grants to Secured Party an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to Debtor, provided that the actual proceeds received by Secured Party from any use or sale of Secured Party's rights under such license shall be applied to the Indebtedness) to use, assign or sublicense any of the intellectual property, now owned or hereafter acquired by Debtor, and wherever the same may be located, including in such license reasonable access to all media in which any of the licensed items may be recorded or stored, all computer software and programs and all source code and object code relating to such computer software and programs.

VIRGINIA:

Regency Square Mall - RSM
Melissa Smetts - MKJR

Regency Square Mall, 1404 Parham Rd.
Richmond, VA 23229

(804) 740-4675

FAX (804) 740-4667

(N)

(Corporate Stores Continued)

LOUISIANA:

Cortana Mall - CRT
Carole Morales - MGR
Cortana Mall, 9611 Cortana Place
Sp. A-15, Baton Rouge, LA 70815
(225) 924-0280
FAX (225) 925-0805 (C)

Lakeside Shopping Center - MET
Kay McGinley - MGR
3301 Veterans Memorial Blvd.
Lakeside Shopping Center #89, Metairie, LA 70002
(504) 833-5008
FAX (504) 833-5057 (C)

OHIO:

Mall at Fairfield Commons - FFC
Brenda Sartin-MGR
Mall at Fairfield Commons,
2727 Fairfield Commons Rd Beaver creek, OH. 45431
(937) 427-8700
FAX(937) 427-8702 - Call Before Faxing (D)

Summitt Mall - SUM
Denise Ramsy-MGR
Summitt Mall, 3265 W. Market St.
Akron, OH. 44333
(330) 867-2665
FAX(330) 869-2519 - Call Before Faxing (D)

Lane Avenue Shopping Plaza - WLN
Cassie Yatsky-MGR
1677 M-1 West Lane Avenue, Columbus, OH. 43221
(614) 486-8383
FAX(614) 486-3059 - Call Before Faxing (D)

Worthington Mall - WOR
Kara McCarty-Asst. MGR
100 Worthington Mall, Worthington, OH. 43085
(614) 841-2665
FAX(614) 841-2668 - Call Before Faxing (D)

SOUTH CAROLINA:

Haywood Mall - HAY
Gini Seabrook -MGR
Haywood Mall, 700 Haywood Rd.
Greenville, SC 29607
MAIL BOX#: P.O. Box 320,
700 Haywood Rd., Greenville, SC 29607
(864) 281-0080
FAX (864) 281-0062 (N)

TENNESSEE:

HAMILTON PLACE (CHT)
Jo Gearin - MGR
2100 Hamilton Place Blvd.
Suite 163, Chattanooga, TN 37421
(423) 855-4074
FAX (423) 855-1856 (N)

COOLSPRINGS GALLERIA - CSG
Janie Dubuisson - MGR
CoolSprings Galleria,
1800 Galleria Blvd., Suite 2461, Franklin, TN 37064
(615) 771-7703
FAX (615) 771-7054 (D)

Schedule A

ALL CORPORATE STORES ARE TO BE BILLED TO THE MAIN OFFICE:

ROLLING PIN KITCHEN EMPORIUM
 4264-B WINTERS CHAPEL ROAD, ATLANTA, GEORGIA 30360
 (770) 457-2600 FAX 457-3110

QUESTIONS ON ORDERS: BENNY WRIGHT (EXT #12) OR NANCY JELLESMA (EXT #17)

CORPORATE OWNED - STORES:

ALABAMA:

RIVERCHASE GALLERIA - RCG 2000-255 Riverchase Galleria, (205) 982-0870 FAX (205) 982-0260 (N)
 Sandy Bennett - MGR Birmingham, AL 35244

FLORIDA:

AVENTURA MALL - AVT Aventura Mall, 19501 Biscayne Blvd. (305) 932-3633 FAX (305) 932-1513 (C)
 Sandy Gordon - MGR Space 277, Aventura, FL 33180

GULF VIEW SQUARE - GVS Gulf View Square, 9409 US 19 North (727) 847-2804 FAX (727) 848-3392 (C)
 Meg Gorton - MGR Suite 221, Port Richey, FL 34668

GEORGIA:

CUMBERLAND MALL - CMB 1110 Cumberland Mall, Atlanta, GA 30339 (770) 432-3496 FAX (770) 432-3520 (N)
 Rick Amaral - MGR

GWINNETT PLACE MALL - GPM 2100 Pleasant Hill Road, Gwinnett Place Mall, (770) 476-9275 FAX (770) 476-7784 (C)
 Linda Darcy - MGR Duluth, GA 30136

NORTLAKE MALL - NLM Northlake Mall, 4800 Briarcliff Rd. (770) 491-6070 FAX (770) 491-6894 (C)
 Jack Eggleston - MGR N. E., Ste. 1009, Atlanta, GA 30345

PHIPPS PLAZA - PIP Phipps Plaza, Store H-2-A, 3500 Peachtree Rd., NE (404) 816-4001 FAX (404) 816-3020 (C)
 Penny Hall - MGR Atlanta, GA 30326

TOWN CENTER AT COBB - TCC Town Center at Cobb, Space 2214 (770) 419-7311 FAX (770) 419-7312 (N)
 Diana Poulin - MGR 400 Ernest Barrett Pkwy NW Kennesaw, GA 30144

KENTUCKY:

FAYETTE MALL - FAY Fayette Mall, Unit E504, (606) 272-8218 FAX (606) 273-7129 (D)
 Update 01/29/99 3615 Nicholasville Rd., Lexington, KY 40503

SCHEDULE A

Location of Inventory and Fixed Assets

(i) **Severability.** Each separately numbered or lettered section and paragraph of this Agreement shall be treated as severable, to the end that if any one or more such paragraphs or sections shall be adjudged or declared illegal, invalid or unenforceable, this Agreement shall be interpreted, and shall remain in full force and effect as though such paragraph(s) or section(s) had never been contained in this Agreement.

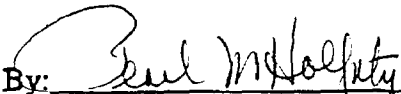
(j) **Construction.** As the contents of any provision of this Agreement may require, nouns and pronouns of any gender and number shall be construed in any other gender and number.

(k) **Miscellaneous.** This Agreement constitutes the entire Agreement among the parties and contains all of the agreements among the parties with respect to the subject matter hereof; this Agreement supersedes any and all other agreements, either oral or in writing, among the parties hereto with respect to the subject matter hereof.

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

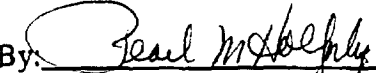
SECURED PARTY:

Liberty BIDCO Investment Corporation
a Michigan corporation

By: 
Pearl M. Holforty, President

DEBTOR:

RPKE, LLC
a Michigan limited liability company
By: Liberty BIDCO Investment Company

By: 
Pearl M. Holforty, President

6. MISCELLANEOUS

(a) Choice of Law. This Agreement shall be governed by the laws of the State of Michigan, and unless otherwise defined or provided herein, all words in this Agreement have the meanings given them in the Michigan Uniform Commercial Code.

(b) Captions. The subject headings of the various sections of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provision.

(c) Amendment. No amendment or modification of this Agreement or waiver of its terms shall affect the rights and duties of the parties hereto, unless all parties to this Agreement have agreed to the amendment or modification in writing.

(d) Counterparts. This Agreement will be executed simultaneously in two or more counterparts, each of which shall be deemed an original but all of which shall constitute one and the same instrument and Agreement.

(e) Waivers. Any forbearance, failure or delay by any party to this Agreement in exercising any right, power or remedy in any single or partial exercise of any right, power or remedy hereunder shall not preclude the further exercise thereof; and any right, power and remedy of any party shall continue in force and effect until such right, power or remedy is specifically waived by an instrument in writing executed by the appropriate party. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provision of this Agreement, nor shall such waiver constitute a continuing waiver unless otherwise expressly provided.

(f) Benefit. This Agreement shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns and shall be binding upon their heirs, personal representatives, successors and assigns.

(g) Assignment. This Agreement is personal to each of the parties hereto and neither party may assign or delegate any of their rights or obligations hereunder without first having obtained the written consent of the other party.

(h) Survival of termination. Any provision of this Agreement which by their nature or content, including the warranties, representations and promises, are required to survive the termination of this Agreement, shall survive said termination and the parties shall be bound thereby.

5. DEFAULT

(a) In the event of a default by Debtor under this Agreement or the Note, Secured Party shall have, in addition to all other rights of a secured party under the Uniform Commercial Code of Michigan and the Uniform Commercial Code of any other jurisdiction which is applicable to particular Collateral, the right to require Debtor, upon request by Secured Party, to assemble the Collateral and make it available to Secured Party at a place designated by Secured Party which is reasonable convenient to both parties, and the right to take possession of the Collateral with or without demand and with or without process of law and the right to sell and dispose of the same and distribute the proceeds according to law. In order to take possession of the Collateral, Secured Party may, so far as Debtor can give authority therefor, enter upon the premises on which the Collateral or any part thereof may be situated and remove the same therefrom, Debtor hereby voluntarily waiving with full knowledge and understanding all rights under the Constitution of the United States and under the Constitution and statutes and of the State of Michigan and any other applicable state which it might have to notice and to an opportunity for a hearing prior to Secured Party's taking possession of the Collateral.

(b) This Security Agreement is without prejudice to the right of Secured Party to resort to any other security for the payment of the Indebtedness, this Security Agreement being additional, cumulative and concurrent security for payment of the Indebtedness. The enumeration of certain rights, privileges and options in this Security Agreement as vested in Secured Party, or its successors and assigns, is not and shall not be construed as a waiver of, nor to impair in any way other rights of Secured Party, or its successors or assigns, either at law or in equity, independent of this instrument, concerning this or any of the liabilities, obligations, indebtedness, or collateral security involved in the Indebtedness or any other instrument securing the Indebtedness. Secured Party, its successors and assigns, shall have the right to proceed against the security granted hereunder or any other security granted for the payment of the Indebtedness and to proceed against all security at the same time or against individually pledged or lien assets from time to time at the sole election of Secured Party. No action against any specific security granted for the Indebtedness shall be a bar to any subsequent action or actions against all or any other security granted for the Indebtedness.

(c) This Agreement is made pursuant to the provisions of the Michigan Uniform Commercial Code and adopts where applicable definitions contained in such Code. Secured Party shall have and be entitled to each right, privilege and remedy to which a secured party is entitled under provisions of the Michigan Uniform Commercial Code and if a different jurisdiction's Uniform Commercial Code is applicable to the rights, privileges and remedies to which a secured party is entitled thereunder. Written notice mailed to Debtor's address stated herein shall constitute reasonable notice to the Debtor of any disposition of Collateral, if mailed at least five (5) days prior to such disposition, and Secured Party may buy any or all of the Collateral at any public or private sale.