

11-19-1999



101202793

RECORDATION FORM COVER SHEET
TRADEMARKS ONLY

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
- Change of Name
- Other

Effective Date
Month Day Year
Oct 29 1999

Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name FRANKLIN MINT COMPANY

Oct 29, 1999

Formerly

- Individual General Partnership Limited Partnership Corporation Association
- Other
- Citizenship/State of Incorporation/Organization Delaware

Receiving Party

Mark if additional names of receiving parties attached

Name Congress Financial Corporation, for itself and as agent for Congress

DBA/AKA/TA Financial Corporation (Canada)

Composed of

Address (line 1) 1133 Avenue of the Americas

Address (line 2)

Address (line 3) New York

New York

10036

City

State/Country

Zip Code

- Individual General Partnership Limited Partnership Corporation Association
- Other

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.)

Citizenship/State of Incorporation/Organization Delaware

11/18/1999 NGUYEN 00000216 2143019

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 OP
1525.00 OP

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: 001984 FRAME: 0673

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)

SEE SCHEDULE A ANNEXED HERETO.

SEE SCHEDULE A ANNEXED HERETO.

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.

Preston R. Cappello

Preston R. Cappello

11/16/95

Name of Person Signing

Signature

Date Signed

SCHEDULE A

TRADEMARK	REGISTRATION NO.	APPLICATION NO.	REGISTRATION/ APPLICATION DATE
Authentic Trutone Digital Sound	2143019		03/10/98
Cobblestone Kids	1191719		03/09/82
Delian	1214876		11/02/82
European Doll Artists Collection	1758485		03/16/93
Eyewitness	902334		11/10/70
Eyewitness Medal (The)	918646		08/17/71
FHD	1535515		04/18/89
FM	908205		02/16/71
FM	1973161		05/07/96
FM	919701		09/07/71
FM Monogram	822521		01/17/67
FM Monogram	930180		02/29/72
FMPM	1528440		03/07/89
FMRS	1179942		12/01/81
Franklin	862848		12/31/68
Franklin Heirloom Dolls	1206330		08/24/82
Franklin Library (The)	1007864		04/01/75
Franklin Mint (The)	873945		07/29/69
Franklin Mint (The)	875401		08/19/69
Franklin Mint (The)	871805		06/24/69

TRADEMARK	REGISTRATION NO.	APPLICATION NO.	REGISTRATION/ APPLICATION DATE
Franklin Mint (The)	920988		09/28/71
Franklin Mint (The)	989596		07/30/74
Franklin Mint (The)	995324		10/08/74
Franklin Mint Almanac (The)	894633		07/14/70
Franklin Mint Gallery (The)	1253990		10/11/83
Franklin Mint Precision Models	193979		04/01/96
Franklin Mint Precision Models	1558177		09/26/89
Greatest Country Music Recordings	1227943		02/15/83
Greatest Recordings of the Big	1227944		02/15/83
Heirloom Library of the World	1146104		01/20/81
Knightstone Collections	627745		09/02/97
Millennium Collection (The)	2004829		10/01/96
Precision Models	1586914		03/13/90
Tesori	1401238		07/15/86
Tesori	1747147		01/19/93
Trusculpt	2268025		08/10/99
World's Foremost Private Mint	902754		11/17/70
World's Largest Private Mint	902753		11/17/70

TRADEMARK	REGISTRATION NO.	APPLICATION NO.	REGISTRATION/ APPLICATION DATE
Collector's Choice Online		75/658931	03/12/99
Design of Portrait of Princess		75/359701	12/19/97
Design of Portrait of Princess		75/359702	09/19/97
Diana, Angel of Mercy		75/351470	09/04/97
Diana, Queen of Hearts		75/351468	09/04/97
Diana, Queen of our Hearts		75/351469	09/04/97
Diana, The People's Princess		75/351472	09/04/97
England's Rose		75/356090	09/12/97
Forget Me Knot Bears		75/742742	07/02/99
Franklin Mint (The)		194001	04/01/96
Girlgoyles		75/182395	10/16/96
Mood Dragons		1135565	04/07/99
Mood Dragons		75/177267	10/04/96
Mood Dragons and Design		75/600060	12/04/98
Power Collection		75/742743	7/2/99
Princess Diana and Design		75/359703	09/19/97
Princess Diana and Design		75/359704	09/19/97
Screen Scene		75/489631	05/22/98
Snow Dome		75/442043	02/27/98

TRADEMARK	REGISTRATION NO.	APPLICATION NO.	REGISTRATION/ APPLICATION DATE
Trimmillium		1138155	04./09/99
Trimmillium		75/624686	01/20/99
We Are Not Alone		75/328567	07/21/97
We Are Not Alone		75/442078	02/27/99
Knightstone Collections		75/344156	08/20/97
Little Lake Lodge		Pending	08/16/99
Little Lake Lodge Design		Pending	08/16/99

TRADEMARK SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated as of October 29, 1999, is by and between FRANKLIN MINT COMPANY, a Delaware general partnership ("Debtor"), with its chief executive office at U.S. Route 1, Franklin Center, Pennsylvania 19091 and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, for itself and as agent for Congress Financial Corporation (Canada) (in such capacity, "Secured Party"), having an office at 1133 Avenue of the Americas, New York, New York 10036.

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof; and

WHEREAS, Congress Financial Corporation and Congress Financial Corporation (Canada) (collectively, together with their respective successors and assigns, "Lenders"), Congress Financial Corporation as Agent for Lenders (in such capacity, together with its successors and assigns, "Agent") and Debtor have entered or are about to enter into financing arrangements pursuant to which Agent and Lenders may make loans and advances and provide other financial accommodations to Debtor as set forth in the Loan and Security Agreement, dated the date hereof, by and between Agent, Lenders, certain subsidiaries and affiliates of Debtor and Debtor (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Agent and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Debtor pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

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

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party a continuing security interest in and a general lien upon the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, tradenames, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, tradenames, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, tradenames, tradestyles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest and lien granted to Secured Party pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Agent or any Lender, including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, arising under this Agreement, the Loan Agreement or the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Agent or Lenders (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest granted hereunder. Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to execute and file one or more financing statements (or similar documents) with respect to the Collateral, signed only by Secured Party or as otherwise determined by Secured Party. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in Canada or any political subdivision thereof, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition of

the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as reasonably requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Agent and Lenders for any such payment, which payment shall be deemed an advance by Agent and Lenders to Debtor, shall be payable on demand together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) Debtor shall not file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in Canada or any political subdivision thereof, unless Debtor has given Secured Party thirty (30) days prior written notice of such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or tradename, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in Canada or any political subdivision thereof, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in Canada or any political subdivision thereof, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all agreements, instruments, documents and such other papers as may be requested by Secured Party to evidence the security interest in such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks material to its business and Debtor will not do any act, nor omit to do any act, whereby the Trademarks material to its business may become abandoned, invalidated, unenforceable, avoided, or avoidable. Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks material to its business may become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any assistance, as Secured Party shall determine is necessary, to Secured Party or any Lender in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's and Lenders' interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of incontestability and opposition, interference, and cancellation proceedings.

(k) No material infringement or unauthorized use presently is being made of any of the Trademarks material to its business that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark material to its business or is likely to cause confusion with any Trademark material to its business. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's and Lenders' interest in and to the Trademarks material to its business.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party, Agent and each Lender harmless from and against any claim, suit, loss, damage, or expense (including reasonable attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party for any and all expenditures made by Secured Party, Agent or any Lender pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

4. EVENTS OF DEFAULT

All Obligations shall become immediately due and payable, without notice or demand, at the option of Agent and Lenders, upon the occurrence of any Event of Default, as such term is defined in the Loan Agreement (each an "Event of Default" hereunder).

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by, Debtor except as such notice or consent is expressly provided for hereunder:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever; provided, that, any affiliate or subsidiary of Debtor that is not a Borrower or Guarantor (as such terms are defined in the Loan Agreement) may continue to make use of the Trademarks pursuant to any written license agreement with Debtor in effect at the time of the occurrence of such Event of Default so long as such licensing agreement does not (i) affect the ability of Secured Party to use or realize on the Collateral in the countries in which any Borrower or Guarantor is organized and (ii) permit such affiliate or subsidiary to make use of the Trademarks in the countries in which any Borrower or Guarantor is organized. Secured Party and Lenders may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine.

(b) Secured Party and Lenders may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party or any Lender shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party and Lenders may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party or any Lender shall have the power to buy the Collateral or any part thereof, and Secured Party or any Lender shall also have the power to execute assurances and perform all other acts which Secured Party or such Lender may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale, or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and reasonable attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party, Agent and Lenders may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party, Agent or any Lender. Thereafter, Secured Party, Agent and Lenders may apply any remaining proceeds to such of the Obligations

as Secured Party, Agent and Lenders may in their discretion determine. Debtor shall remain liable to Secured Party, Agent and Lenders for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party, Agent and Lenders on demand any such unpaid amount, together with interest at the rate then applicable to the Obligations set forth in the Loan Agreement.

(f) Debtor shall supply to Secured Party and Lenders or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture and sale of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law, or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and the other instruments, documents and agreements executed in connection herewith and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York (without giving effect to principles of conflicts of law).

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party in respect of this Agreement or the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or thereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service

upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer to such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OR A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party, Agent and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party, Agent and Lenders that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party, Agent and Lenders shall be entitled to the benefit of the rebuttable presumption that they acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor: Franklin Mint Company
U.S. Route 1
Franklin Center, Pennsylvania 19091
Attention: Mr. Howard Lucker

If to Secured Party: Congress Financial Corporation
1133 Avenue of the Americas
New York, New York 10036
Attention: Mr. Andrew W. Robin

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor and Secured Party pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency or instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and its successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party would otherwise have on any future occasion, whether similar in kind or otherwise.

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

FRANKLIN MINT COMPANY

By: Roll International Corporation, its managing general partner

By: Robert Kow

Title: SVP

CONGRESS FINANCIAL CORPORATION for itself and as agent for Congress Financial Corporation (Canada)

By: Kathleen R Quinn

Title: SVP

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of October, 1999, before me personally came ROBERT KORS, to me known, who being duly sworn, did depose and say, that he is the S.V.P. of Roll International Corporation, a Delaware corporation and a general partner of the general partnership described in and which executed the foregoing instrument on behalf of said general partnership; and that he signed his name thereto by order of the Board of Directors of said corporation.

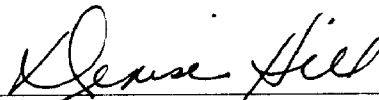


Notary Public

DENISE HILL
Notary Public, State of New York
No. 01HI5061909
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 17, 2000

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of October, 1999, before me personally came KATHLEEN R. QUINN, to me known, who, being duly sworn, did depose and say, that he is the S.V.P. of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he signed his name thereto by order of the Board of Directors of said corporation.



Notary Public

DENISE HILL
Notary Public, State of New York
No. 01HI5061909
Qualified in Queens County
Certificate Filed in New York County
Commission Expires June 17, 2000

EXHIBIT A
TO
TRADEMARK SECURITY AGREEMENT

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

REGISTERED TRADEMARKS OWNED BY FRANKLIN MINT COMPANY

005311074 France REGULAR CA NATIONAL C
MARK: 3 MINUTE WORKOUT
APPLN NO: 93/468902 APPLN DATE: 18MY1993
REG NO: 93468902 NEXT RENEWAL DATE: 17MY2003
ORIG REG DATE: 18MY1993 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 3
GOODS: NON-MEDICATED SKIN CARE PRODUCTS, NAMELY, EXFOLIATORS/PEELING MASKS/FACIAL
SCRUBS; CLEANSERS; ASTRINGENTS/TONERS; LIFT/FIRMERS; MOISTURIZERS/PROTECTORS; AND SPECIAL
PURPOSE FACIAL TREATMENTS

005311141 United States Intent To NATIONAL C
MARK: AUTHENTIC TRUTONE DIGITAL SOUN
APPLN NO: 74/658588 APPLN DATE: 10AP1995
REG NO: 2143019 NEXT RENEWAL DATE: 10MR2008
ORIG REG DATE: 10MR1998 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 9
GOODS: COMPUTER CHIPS

005310299 Canada REGULAR CA NATIONAL C
MARK: CANADA'S FOREMOST PRIVATE MINT
APPLN NO: 356706 APPLN DATE: 05SE1972
REG NO: 192482 NEXT RENEWAL DATE: 06JL2003
ORIG REG DATE: 06JL1973 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000
GOODS: NON-MONETARY COINS, MEDALS, AND MEDALLIONS

005310737 United States REGULAR CA NATIONAL C
MARK: COBBLESTONE KIDS
APPLN NO: 260976 APPLN DATE: 05MY1980
REG NO: 1191719 NEXT RENEWAL DATE: 09MR2002
ORIG REG DATE: 09MR1982 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21 NA 2 NA 30 NA 50
GOODS: PORCELAIN FIGURINES AND PORCELAIN PLATES

005310758 Canada REGULAR CA NATIONAL C
MARK: DELIAN
APPLN NO: 508031 APPLN DATE: 15AU1983
REG NO: 306950 NEXT RENEWAL DATE: 13SE2000
ORIG REG DATE: 13SE1985 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000
GOODS: MINIATURE COLLECTIBLES-NAMELY, PORCELAIN FIGURINES

<u>Docket No.</u>	<u>Country</u>	<u>CS Type</u>	<u>FL Type</u>
005310758	United States	REGULAR CA	NATIONAL C
MARK: DELIAN			
APPLN NO: 319322			APPLN DATE: 17JL1981
REG NO: 1214876			NEXT RENEWAL DATE: 02NO2002
ORIG REG DATE: 02NO1982			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21 NA 50			
GOODS: MINIATURE COLLECTIBLES-NAMELY, PORCELAIN FIGURINES			
005311014	United States	REGULAR CA	NATIONAL C
MARK: EUROPEAN DOLL ARTISTS COLLECTI			
APPLN NO: 838999			APPLN DATE: 14NO1989
REG NO: 1758485			NEXT RENEWAL DATE: 16MR2003
ORIG REG DATE: 16MR1993			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28 NA 22			
GOODS: DOLLS			
003311066	Canada	REGULAR CA	NATIONAL C
MARK: EXTRAVAGANCE			
APPLN NO: 732916			APPLN DATE: 14JL1993
REG NO: 432052			NEXT RENEWAL DATE: 19AU2009
ORIG REG DATE: 19AU1994			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000			
GOODS: FRAGRANCES, NAMELY, PERFUME, COLOGNE AND TOILET WATER			
005311066	France	REGULAR CA	NATIONAL C
MARK: EXTRAVAGANCE			
APPLN NO: 93/476995			APPLN DATE: 20JL1993
REG NO: 93476995			NEXT RENEWAL DATE: 19JL2003
ORIG REG DATE: 20JL1993			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 3			
GOODS: FRAGRANCES, NAMELY, PERFUME, COLOGNE AND TOILET WATER			
005311066	Great Britain	REGULAR CA	NATIONAL C
MARK: EXTRAVAGANCE			
APPLN NO: 1563733			APPLN DATE: 25FE1994
REG NO: 1563733			NEXT RENEWAL DATE: 25FE2001
ORIG REG DATE: 25FE1994			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 3			
GOODS: PERFUMES, TOILETRIES AND COSMETICS; COLOGNE; TOILET WATER; ALL INCLUDED IN CLASS 3			
005310095	United States	REGULAR CA	NATIONAL C
MARK: EYEWITNESS			
APPLN NO: 336438			APPLN DATE: 27AU1969
REG NO: 902334			NEXT RENEWAL DATE: 10N02000
ORIG REG DATE: 10NO1970			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14 NA 50			
GOODS: NON-MONETARY COINS, TOKENS, MEDALS, AND MEDALLIONS			
005310107	United States	REGULAR CA	NATIONAL C
MARK: EYEWITNESS MEDAL (THE)			
APPLN NO: 339774			APPLN DATE: 03OC1969

<u>Docket No.</u>	<u>Country</u>	<u>CS Type</u>	<u>FL Type</u>
REG NO: 918646 ORIG REG DATE: 17AU1971 CLASSES: IN 14 NA 50 GOODS: COMMEMORATIVE MEDALS			NEXT RENEWAL DATE: 17AU2001 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
005310974 MARK: FHD APPLN NO: 614765 REG NO: 357916 ORIG REG DATE: 30JE1989 CLASSES: IN00000 GOODS: DOLLS	Canada	REGULAR CA	NATIONAL C APPLN DATE: 09SE1988 NEXT RENEWAL DATE: 30JE2004 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
005310974 MARK: FHD APPLN NO: 752299 REG NO: 1535515 ORIG REG DATE: 18AP1989 CLASSES: IN 28 NA 22 GOODS: DOLLS	United States	REGULAR CA	NATIONAL C APPLN DATE: 16SE1988 NEXT RENEWAL DATE: 18AP2009 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
005310130 MARK: FM APPLN NO: 533693 REG NO: 38842 ORIG REG DATE: 21JE1971 CLASSES: IN 14 GOODS: PIECES OF COINS AND METAL AND ALLOYS, TOKENS, MEDALLIONS, MEDALS, REMINDERS OF SOUVENIRS, NOVELTY AND COMMEMORATIVE...	Benelux	REGULAR CA	NATIONAL C 001 APPLN DATE: 21JE1980 NEXT RENEWAL DATE: 21JE2000 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
005310130 MARK: FM APPLN NO: 330839 REG NO: 178080 ORIG REG DATE: 03SE1971 CLASSES: IN00000 GOODS: CUSTOM COINAGE OF METAL AND ALLOY COINS ...	Canada	REGULAR CA	NATIONAL C APPLN DATE: 09MR1970 NEXT RENEWAL DATE: 03SE2001 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
005310130 MARK: FM APPLN NO: 190518 REG NO: 1612101 ORIG REG DATE: 16AP1970 CLASSES: IN14, 40 GOODS: COINS, TOKENS, MEDALS, PLAQUES AND MEDALLIONS (CL 14); CUSTOM COINAGE (CL 40)	France	REGULAR CA	NATIONAL C APPLN DATE: 23FE1990 NEXT RENEWAL DATE: 22FE2000 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
005310130 MARK: FM APPLN NO: 224 REG NO: 379079 ORIG REG DATE: 14JA1970 CLASSES: IN 14	Switzerland	REGULAR CA	NATIONAL C APPLN DATE: 12JA1990 NEXT RENEWAL DATE: 12JA2010 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

Docket No. Country CS Type FL Type

GOODS:

005310130 United States REGULAR CA NATIONAL C
MARK: FM
APPLN NO: 347095 APPLN DATE: 24DE1969
REG NO: 908205 NEXT RENEWAL DATE: 16FE2001
ORIG REG DATE: 16FE1971 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14 NA 50
GOODS: NON-MONETARY COINAGE PRODUCTS-NAMELY, [TOKENS,] MEDALS AND MEDALLIONS

005310130 United States Intent To NATIONAL C 004
MARK: FM
APPLN NO: 74/202895 APPLN DATE: 11SE1991
REG NO: 1973161 NEXT RENEWAL DATE: 07MY2006
ORIG REG DATE: 07MY1996 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 9, 14 IN16, 20 IN21, 26 IN 28
GOODS: FUNCTIONAL REPLICAS OF SCIENTIFIC INSTRUMENTS ALSO FOR DECORTIVE USE (CL 9);
JEWELRY; WATCHES; CUFF LINKS AND BADGE REPLICAS (CL 14); LITHOGRAPHS, FINE ART PRINTS
(CL 16); COLLECTIONS OF MINERALS IN NATURAL FORM FOR DISPLAY (CL 20); PLATES (CL 21);
THIMBLES, AND BELT BUCKLES MAD

005310169 United States REGULAR CA NATIONAL C
MARK: FM
APPLN NO: 376693 APPLN DATE: 20NO1970
REG NO: 919701 NEXT RENEWAL DATE: 07SE2001
ORIG REG DATE: 07SE1971 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14 NA 14
GOODS: SILVER INGOTS

005310130 Australia REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 235809 APPLN DATE: 21JA1970
REG NO: B235809 NEXT RENEWAL DATE: 21JA2005
ORIG REG DATE: 21JA1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: PRECIOUS METALS AND OTHER ALLOYS; METAL AND ALLOY COINS, TOKENS, MEDALS,
MEDALLIONS, AND SOUVENIR, NOVELTY AND COMMEMORATIVE COINS

005310130 Austria REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: AM89/70 APPLN DATE: 16JL1970
REG NO: 67130 NEXT RENEWAL DATE: 31JL2000
ORIG REG DATE: 31JL1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: NON-MONETARY COINS, TOKENS, MEDALS AND MEDALLIONS

005310130 Benelux REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 533692 APPLN DATE: 21JE1980
REG NO: 38841 NEXT RENEWAL DATE: 21JE2000
ORIG REG DATE: 21JE1971 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14

Docket No. Country CS Type FL Type

GOODS: PIECES OF COINS AND METAL AND ALLOYS, TOKENS, MEDALS AND MEDALLIONS, REMINDERS OF SOUVENIRS, NOVELTY & COMMEMORATIVE. .

005310130 Canada REGULAR CA NATIONAL C 001
MARK: FM MONOGRAM
APPLN NO: 330840 APPLN DATE: 09MR1970
REG NO: 176230 NEXT RENEWAL DATE: 21MY2001
ORIG REG DATE: 21MY1971 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000
GOODS: CUSTOM COINAGE OF METAL AND ALLOY COINS

005310130 Denmark REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 13070 APPLN DATE: 12JA1970
REG NO: 3332-1970 NEXT RENEWAL DATE: 30OC2000
ORIG REG DATE: 30OC1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN14, 28 IN 40
GOODS: COINS, TOKENS, MEDALS, MEDALLIONS ARTISTIC PLAQUES OF PRECIOUS METAL (CL 14);
COUNTERS (CL 28); CUSTOM COINAGE (CL 40)

005310130 Finland REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 158 APPLN DATE: 13JAI971
REG NO: 59660 NEXT RENEWAL DATE: 28JL2002
ORIG REG DATE: 28JL1972 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: COINS, TOKENS, MEDALS, PLAQUES, MEDALLIONS, ALL OF PRECIOUS METALS

005310130 France REGULAR CA NATIONAL C 001
MARK: FM MONOGRAM
APPLN NO: 889114 APPLN DATE: 19NO1987
REG NO: 1436204 NEXT RENEWAL DATE: 18NO2007
ORIG REG DATE: 29NO1977 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN14, 40
GOODS: COINS, TOKENS, MEDALS, PLAQUES AND MEDALLIONS (CL 14); CUSTOM COINAGE (CL 40)

005310130 Great Britain REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 952944 APPLN DATE: 29DE1969
REG NO: B952944 NEXT RENEWAL DATE: 29DE2004
ORIG REG DATE: 29DE1969 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: METAL COUNTERS (TOKENS OF VALUE), MONEY TOKENS (NOT BEING COINAGE), MEDALS AND
MEDALLIONS

005310130 West Germany REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: F21359/14WZ APPLN DATE: 03FE1970
REG NO: 880286 NEXT RENEWAL DATE: 29FE2000
ORIG REG DATE: 03FE1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 6, 14
GOODS: WORKED PRECIOUS AND COMMON METALS AND ALLOYS IN FORM OF MINTED

Docket No. Country CS Type FL Type

COMMEMORATIVE COINS, MEDALS, MEDALLIONS, TOKENS

005310130 Liechtenstein REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: NONE APPLN DATE: 14MY1971
REG NO: 3341 NEXT RENEWAL DATE: 14MY2011
ORIG REG DATE: 14MY1971 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000
GOODS:

005310130 Monaco REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 4815 APPLN DATE: 04MY1986
REG NO: 714842 NEXT RENEWAL DATE: 04MY2006
ORIG REG DATE: 04MY1971 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: GOODS OF METAL AND ALLOY, COINS, TOKENS, MEDALS, MEDALLIONS AND SOUVENIR,
NOVELTY AND COMMEMORATIVE COINS

005310130 New Zealand REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 96719 APPLN DATE: 21AP1971
REG NO: B96719 NEXT RENEWAL DATE: 21AP2006
ORIG REG DATE: 21AP1971 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: METAL AND ALLOY COINS, TOKENS AND MEDALS, MEDALLIONS, NOVELTY SOUVENIRS AND
COMMEMORATIVE COINS

005310130 Norway REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 102386 APPLN DATE: 28JA1970
REG NO: 81046 NEXT RENEWAL DATE: 28JA2001
ORIG REG DATE: 28JA1971 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: METAL AND ALLOY COINS, TOKENS, AND MEDALS, MEDALLIONS, NOVELTY SOUVENIRS AND
COMMEMORATIVE COINS

005310130 Sweden REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 10270 APPLN DATE: 12JA1970
REG NO: 131640 NEXT RENEWAL DATE: 29MY2000
ORIG REG DATE: 29MY1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 6 IN 14
GOODS: METAL AND ALLOY COINS, TOKENS, MEDALS, MEDALLIONS, NOVELTY SOUVENIR AND
COMMEMORATIVE COINS

005310130 Switzerland REGULAR CA NATIONAL C 001
MARK: FM MONOGRAM
APPLN NO: NONE APPLN DATE: 09MY1972
REG NO: 401267 NEXT RENEWAL DATE: 09MY2012
ORIG REG DATE: 09MY1972 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14

Docket No. Country CS Type FL Type

GOODS: COMMEMORATIVE, MEDALS, COINS AND PENDANTS

005310130 United States REGULAR CA NATIONAL C 002
MARK: FM MONOGRAM
APPLN NO: 231562 APPLN DATE: 24OC1965
REG NO: 822521 NEXT RENEWAL DATE: 17JA2007
ORIG REG DATE: 17JA1967 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14 NA 50
GOODS: METAL AND ALLOY COINS, TOKENS, METALS, MEDALLIONS, NOVELTY, SOUVENIR AND
COMMEMORATIVE COINS

005310130 United States REGULAR CA NATIONAL C 003
MARK: FM MONOGRAM
APPLN NO: 347094 APPLN DATE: 24DE1969
REG NO: 930180 NEXT RENEWAL DATE: 28FE2002
ORIG REG DATE: 29FE1972 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 35 NA 101
GOODS: SERVICES OF PROMOTING SALE OF GOODS AND SERVICES OF OTHERS BY PROVIDING SALES
PROMOTION PROGRAMS AND NON-MONETARY COINS, TOKENS, MEDALS AND MEDALLIONS TO BE USED
IN SUCH PROGRAMS

005310962 Canada REGULAR CA NATIONAL C
MARK: FMPM
APPLN NO: 611137 APPLN DATE: 14JL1988
REG NO: 363636 NEXT RENEWAL DATE: 17NO2004
ORIG REG DATE: 17NO1989 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000
GOODS: SCALE MODEL AUTOMOBILES

005310962 United States REGULAR CA NATIONAL C
MARK: FMPM
APPLN NO: 739876 APPLN DATE: 14JL1988
REG NO: 1528440 NEXT RENEWAL DATE: 07MR2009
ORIG REG DATE: 07MR1989 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28 NA 22
GOODS: MODEL AUTOMOBILES

005310749 United States REGULAR CA NATIONAL C
MARK: FMRS
APPLN NO: 280125 APPLN DATE: 01OC1980
REG NO: 1179942 NEXT RENEWAL DATE: 01DE2001
ORIG REG DATE: 01DE1981 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 9 NA 36
GOODS: PHONOGRAPH RECORDS

005310019 United States REGULAR CA NATIONAL C
MARK: FRANKLIN
APPLN NO: 266221 APPLN DATE: 08MR1967
REG NO: 862848 NEXT RENEWAL DATE: 31DE2008
ORIG REG DATE: 31DE1968 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14 NA 50
GOODS: NON-FERROUS ALLOYS MADE INTO COMMEMORATIVE MEDALS AND TOKENS

<u>Docket No.</u>	<u>Country</u>	<u>CS Type</u>	<u>FL Type</u>
005310598	Austria	REGULAR CA	NATIONAL C
MARK: FRANKLIN			
APPLN NO: AM377		APPLN DATE: 16FE1977	
REG NO: 85725		NEXT RENEWAL DATE: 30JE2007	
ORIG REG DATE: 07JE1977		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 14			
GOODS: PORCELAIN OBJECTS OF ART, NAMELY STATUETTES, PLATES AND BOWLS			
005310598	Malaya	REGULAR CA	NATIONAL C
MARK: FRANKLIN			
APPLN NO: M/096138		APPLN DATE: 16AU1982	
REG NO: M/096138		NEXT RENEWAL DATE: 16AU2003	
ORIG REG DATE: 16AU1989		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 21			
GOODS: PORCELAIN OBJECTS OF ART, NAMELY, STATUETTES, PLATES AND BOWLS			
005310598	Norway	REGULAR CA	NATIONAL C
MARK: FRANKLIN			
APPLN NO: 800103		APPLN DATE: 14JA1980	
REG NO: 107870		NEXT RENEWAL DATE: 26MR2001	
ORIG REG DATE: 26MR1981		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN16, 21			
GOODS: PORCELAIN OBJECTS OF ART—NAMELY, STATUETTES, PLATES AND BOWLS, BOOKS, POSTAGE STAMPS, REPRODUCTIONS OF FINE ARTS AND PRINTS			
005310598	Sabah	REGULAR CA	NATIONAL C
MARK: FRANKLIN			
APPLN NO: 30330		APPLN DATE: 16AU1982	
REG NO: SAB/30330		NEXT RENEWAL DATE: 16AU2003	
ORIG REG DATE: 16AU1982		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 21			
GOODS: PORCELAIN OBJECTS OF ART, NAMELY, STATUETTES, PLATES AND BOWLS			
005310527	Brunei	REGULAR CA	NATIONAL C
MARK: FRANKLIN CRYSTAL			
APPLN NO: 15164		APPLN DATE: 23AP1984	
REG NO: BRU/13203		NEXT RENEWAL DATE: 23AP2005	
ORIG REG DATE: 23AP1984		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 21			
GOODS: WORKS OF ART—NAMELY, CRYSTAL BOWLS, PLATES AND STATUETTES			
005310527	Canada	REGULAR CA	NATIONAL C
MARK: FRANKLIN CRYSTAL			
APPLN NO: 395514		APPLN DATE: 10MR1976	
REG NO: 223029		NEXT RENEWAL DATE: 09SE2007	
ORIG REG DATE: 09SE1977		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN00000			
GOODS: FINE GLASS ARTICLES FOR ORNAMENTAION OR COLLECTORS, NAMELY CRYSTAL PLATES AND BOWLS			
005310527	Japan	REGULAR CA	NATIONAL C 002

Docket No. Country CS Type FL Type

MARK: FRANKLIN CRYSTAL

APPLN NO: 2074/91

REG NO: 2544841

ORIG REG DATE: 30JE1993

CLASSES: NA 26

GOODS: PRINTED MATTER, CALLEGRAPHY AND PAINTINGS, SCULPTURES, PHOTOGRAPHS AND THEIR ACCESSORIES

APPLN DATE: 16JA1991

NEXT RENEWAL DATE: 30JE2003

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310527 Singapore REGULAR CA NATIONAL C

MARK: FRANKLIN CRYSTAL & DESIGN (BEN

APPLN NO: S/5473/83

REG NO: S/5473/83

ORIG REG DATE: 18OC1983

CLASSES: IN 21

GOODS: GLASSWARE INCLUDED IN CLASS 21

APPLN DATE: 18OC1983

NEXT RENEWAL DATE: 18OC2004

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310666 Brunei REGULAR CA NATIONAL C

MARK: FRANKLIN GALLERY

APPLN NO: 15163

REG NO: BRU/13191

ORIG REG DATE: 23AP1984

CLASSES: IN 21

GOODS: LITHOGRAPHIC PRINTS AND ART OBJECTS, NAMELY PAINTINGS, GRAPHICS AND SCULPTURES

APPLN DATE: 23AP1984

NEXT RENEWAL DATE: 23AP2005

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310666 Malaysia REGULAR CA NATIONAL C

MARK: FRANKLIN GALLERY

APPLN NO: MA/2127/84

REG NO: MA/2127/84

ORIG REG DATE: 04MY1984

CLASSES: IN 21

GOODS: LITHOGRAPHIC PRINTS AND ART OBJECTS, NAMELY PAINTINGS, GRAPHICS AND SCULPTURES

APPLN DATE: 04MY1984

NEXT RENEWAL DATE: 04MY1991

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310769 Australia REGULAR CA NATIONAL C

MARK: FRANKLIN HEIRLOOM DOLLS

APPLN NO: 387291

REG NO: B387291

ORIG REG DATE: 10FE1983

CLASSES: IN 28

GOODS: DOLLS

APPLN DATE: 10FE1983

NEXT RENEWAL DATE: 10FE2004

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310769 Brunei REGULAR CA NATIONAL C

MARK: FRANKLIN HEIRLOOM DOLLS

APPLN NO: 15169

REG NO: BRU/13206

ORIG REG DATE: 23AP1984

CLASSES: IN 28

GOODS: DOLLS

APPLN DATE: 23AP1984

NEXT RENEWAL DATE: 23AP2005

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310769 Malaysia REGULAR CA NATIONAL C

MARK: FRANKLIN HEIRLOOM DOLLS

APPLN NO: MA/2124/84

REG NO: 84/B02124

APPLN DATE: 04MY1984

NEXT RENEWAL DATE: 04MY2005

Docket No. Country CS Type FL Type

ORIG REG DATE: 04MY1984
CLASSES: IN 28
GOODS: DOLLS

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310769 United States REGULAR CA NATIONAL C
MARK: FRANKLIN HEIRLOOM DOLLS
APPLN NO: 333264
REG NO: 1206330
ORIG REG DATE: 24AU1982
CLASSES: IN 28
GOODS: DOLLS

APPLN DATE: 19OC1981
NEXT RENEWAL DATE: 24AU2002
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310760 Brunei REGULAR CA NATIONAL C
MARK: FRANKLIN HEIRLOOM GLASS
APPLN NO: 15165
REG NO: BRU/13204
ORIG REG DATE: 23AP1984
CLASSES: IN 21
GOODS: BLOWNS GLASS FLOWERS

APPLN DATE: 23AP1984
NEXT RENEWAL DATE: 23AP2005
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310396 Benelux REGULAR CA NATIONAL C
MARK: FRANKLIN LIBRARY (THE)
APPLN NO: 609483
REG NO: 333766
ORIG REG DATE: 09JL1975
CLASSES: IN 16
GOODS: BOOKS

APPLN DATE: 09JL1985
NEXT RENEWAL DATE: 09JL2005
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310396 Brunei REGULAR CA NATIONAL C
MARK: FRANKLIN LIBRARY (THE)
APPLN NO: 15168
REG NO: BRU/13205
ORIG REG DATE: 23AP1984
CLASSES: IN 16
GOODS: BOOKS

APPLN DATE: 23AP1984
NEXT RENEWAL DATE: 23AP2005
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310396 Canada REGULAR CA NATIONAL C
MARK: FRANKLIN LIBRARY (THE)
APPLN NO: 372265
REG NO: 211224
ORIG REG DATE: 09JA1976
CLASSES: IN00000
GOODS: BOOKS AND OTHER PUBLICATIONS

APPLN DATE: 07FE1974
NEXT RENEWAL DATE: 09JA2006
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310396 France REGULAR CA NATIONAL C
MARK: FRANKLIN LIBRARY (THE)
APPLN NO: 746405
REG NO: 1311759
ORIG REG DATE: 26JE1975
CLASSES: IN00000
GOODS: BOOKS AND OTHER PUBLICATIONS

APPLN DATE: 06JE1985
NEXT RENEWAL DATE: 04JE2005
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

<u>Docket No.</u>	<u>Country</u>	<u>CS Type</u>	<u>FL Type</u>
005310396	West Germany	REGULAR CA	NATIONAL C
MARK: FRANKLIN LIBRARY (THE)			
APPLN NO: F2602216			APPLN DATE: 09JL1975
REG NO: 945008			NEXT RENEWAL DATE: 31JL2005
ORIG REG DATE: 09JL1975			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 16			
GOODS: BOOKS			
005310396	United States	REGULAR CA	NATIONAL C
MARK: FRANKLIN LIBRARY (THE)			
APPLN NO: 7598			APPLN DATE: 29NO1973
REG NO: 1007864			NEXT RENEWAL DATE: 01AP2005
ORIG REG DATE: 01AP1975			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 16 NA 38			
GOODS: BOOKS AND OTHER PUBLICATIONS			
005310396	New Zealand	REGULAR CA	NATIONAL C
MARK: FRANKLIN LIBRARY (THE) & DESIG			
APPLN NO: 112621			APPLN DATE: 31JL1975
REG NO: 112621			NEXT RENEWAL DATE: 31JL2010
ORIG REG DATE: 31JL1975			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 16			
GOODS: PRINTED MATTER, NEWSPAPERS AND BOOKS			
005310396	Australia	REGULAR CA	NATIONAL C
MARK: FRANKLIN LIBRARY (THE) & DESIG			
APPLN NO: 291228			APPLN DATE: 14OC1975
REG NO: A291228			NEXT RENEWAL DATE: 14OC2006
ORIG REG DATE: 14OC1975			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 16			
GOODS: BOOKS			
005310358	Benelux	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT			
APPLN NO: 32765			APPLN DATE: 29JE1983
REG NO: 319591			NEXT RENEWAL DATE: 29JE2003
ORIG REG DATE: 29JE1973			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 6, 8 IN11, 13 IN14, 15 IN16, 18 IN19, 20 IN21, 24 IN26, 27			
GOODS: REPRODUCTIONS OF FINE ART, OBJECTS OF ART, GRAPHICS, PRINTS, MEDALS, TOKENS, MEDALLIONS, PLAQUES, JEWELRY, PAINTINGS, SCULPTURE ...			
005310358	Canada	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT			
APPLN NO: 363403			APPLN DATE: 11AP1973
REG NO: 207511			NEXT RENEWAL DATE: 06JE2005
ORIG REG DATE: 06JE1975			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000			
GOODS:			
005310358	France	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT			
APPLN NO: 1230535			APPLN DATE: 17MR1983

<u>Docket No.</u>	<u>Country</u>	<u>CS Type</u>	<u>FL Type</u>
REG NO: 1230535			NEXT RENEWAL DATE: 16MR2003
ORIG REG DATE: 25AP1973			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 6,8 IN14, 16 IN19, 20			
GOODS: ART REPRODUCTIONS, GRAPHICS, PRINTS, LITHOGRAPHS, SCULPTURES, PAINTINGS, OBJECTS OF ART AND FINE ART, COLLECTORS' ITEMS			
005310358	West Germany	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT			
APPLN NO: F24464/16WZ			APPLN DATE: 26AP1913
REG NO: 938205			NEXT RENEWAL DATE: 30AP2003
ORIG REG DATE: 26AP1973			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 8,14 IN 16, 20 IN 21			
GOODS: SPOONS (PRECIOUS METAL) JEWELRY, TOKENS, NON-MONETARY COINAGE, MEDALS, MEDALLIONS, PLAQUES, FINE ARTS, COLLECTORS' ITEMS			
005310358	Japan	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT			
APPLN NO: 70610/73			APPLN DATE: 04MY1973
REG NO: 1254372			NEXT RENEWAL DATE: 07MR2007
ORIG REG DATE: 07MR1977			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: NA 21			
GOODS: JEWELS AND THEIR IMITATIONS			
005310014	United States	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT (THE)			
APPLN NO: 286926			APPLN DATE: 14DE1967
REG NO: 873945			NEXT RENEWAL DATE: 29JL2009
ORIG REG DATE: 29JL1969			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14 NA 50			
GOODS: NON-MONETARY COINS, TOKENS; MEDALS; AND MEDALLIONS			
005310015	United States	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT (THE)			
APPLN NO: 286925			APPLN DATE: 14DE1967
REG NO: 875401			NEXT RENEWAL DATE: 19AU2009
ORIG REG DATE: 19AU1969			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 40 NA 106			
GOODS: CUSTOM COINAGE OF NON-MONETARY SOUVENIR; NOVELTY AND GENERAL NON-MONETARY COINAGE PRODUCTS			
005310016	United States	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT (THE)			
APPLN NO: 287482			APPLN DATE: 26DE1967
REG NO: 871805			NEXT RENEWAL DATE: 24JE2009
ORIG REG DATE: 24JE1969			CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 16 NA 38			
GOODS: GREETING CARDS HAVING A NON-MONETARY COIN AS AN INTEGRAL PART THEREOF			
005310087	Australia	REGULAR CA	NATIONAL C 001
MARK: FRANKLIN MINT (THE)			
APPLN NO: 234371			APPLN DATE: 26NO1969
REG NO: A234371			NEXT RENEWAL DATE: 26NO2004

Docket No. Country CS Type FL Type

ORIG REG DATE: 26NO1969 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN 14
 GOODS: NON-MONETARY COINS, TOKENS, MEDALS, MEDALLIONS AND PLAQUES ALL MADE OF PRECIOUS METAL

005310087 Austria REGULAR CA NATIONAL C
 MARK: FRANKLIN MINT (THE)
 APPLN NO: APPLN DATE:
 REG NO: 66492 NEXT RENEWAL DATE: 30AP2000
 ORIG REG DATE: 30AP1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN 14
 GOODS: NON-MONETARY COINS, MEDALS AND MEDALLIONS

005310087 Benelux REGULAR CA NATIONAL C
 MARK: FRANKLIN MINT (THE)
 APPLN NO: 533694 APPLN DATE: 21JE1979
 REG NO: 38843 NEXT RENEWAL DATE: 21JE1999
 ORIG REG DATE: 21JE1979 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN 14, 16 IN 26
 GOODS: NON-MONETARY COINS, MEDALS, MEDALLIONS (CL14); FRAMED PRINTS, ENGRAVINGS ...

005310087 Brunei REGULAR CA NATIONAL C
 MARK: FRANKLIN MINT (THE)
 APPLN NO: 15161 APPLN DATE: 23AP1984
 REG NO: BRU/13221 NEXT RENEWAL DATE: 23AP2005
 ORIG REG DATE: 23AP1984 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN 21
 GOODS: PORCELAIN OBJECTS OF ART—NAMELY, STATUETTES, PLATES AND BOWLS

005310087 Canada REGULAR CA NATIONAL C
 MARK: FRANKLIN MINT (THE)
 APPLN NO: 317330 APPLN DATE: 04NO1968
 REG NO: 172510 NEXT RENEWAL DATE: 06NO2000
 ORIG REG DATE: 06NO1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN00000
 GOODS: TOKENS, MEDALS, MEDALLIONS

005310087 Denmark REGULAR CA NATIONAL C
 MARK: FRANKLIN MINT (THE)
 APPLN NO: APPLN DATE:
 REG NO: 3058-1970 NEXT RENEWAL DATE: 02OC2000
 ORIG REG DATE: 02OC1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN 14
 GOODS: NON-MONETARY COINS, TOKENS AND MEDALS AND MEDALLIONS

005310087 Finland REGULAR CA NATIONAL C 002
 MARK: FRANKLIN MINT (THE)
 APPLN NO: 1918/93 APPLN DATE: 29AP1993
 REG NO: 133566 NEXT RENEWAL DATE: 22AU2004
 ORIG REG DATE: 22AU1994 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN 14
 GOODS: NON-MONETARY COINS, TOKENS, MEDALS, MEDALLIONS AND ARTISTIC PLAQUES AND ALL

OTHER GOODS IN CL 14

005310087 France REGULAR CA NATIONAL C
 MARK: FRANKLIN MINT (THE)
 APPLN NO: 129561 APPLN DATE: 10MY1989
 REG NO: 1530020 NEXT RENEWAL DATE: 09MY2009
 ORIG REG DATE: 06JE1969 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN 14
 GOODS: NON-MONETARY COINS, TOKENS AND MEDALS AND MEDALLIONS

005310087 Great Britain REGULAR CA NATIONAL C 007
 MARK: FRANKLIN MINT (THE)
 APPLN NO: 1040743 APPLN DATE: 13JA1975
 REG NO: 1040743 NEXT RENEWAL DATE: 13JA2006
 ORIG REG DATE: 13JA1975 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN 14
 GOODS: NON-MONETARY COINAGE AND MONETARY COINAGE

005310087 Great Britain REGULAR CA NATIONAL C 008
 MARK: FRANKLIN MINT (THE)
 APPLN NO: 997805 APPLN DATE: 01SE1972
 REG NO: B997805 NEXT RENEWAL DATE: 01SE2007
 ORIG REG DATE: 01SE1972 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN 14
 GOODS: MONEY, TOKENS, MEDALS AND MEDALLIONS (NOT BEING COINAGE)

005310087 West Germany REGULAR CA NATIONAL C
 MARK: FRANKLIN MINT (THE)
 APPLN NO: 2075814 APPLN DATE: 23JE1969
 REG NO: 869147 NEXT RENEWAL DATE: 30JE2009
 ORIG REG DATE: 23JE1969 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN 14
 GOODS: NON-MONETARY COINS, TOKENS, MEDALS, MEDALLIONS

005310087 Japan REGULAR CA NATIONAL C 001
 MARK: FRANKLIN MINT (THE)
 APPLN NO: 72805/83 APPLN DATE: 02AU1983
 REG NO: 1868262 NEXT RENEWAL DATE: 27JE2006
 ORIG REG DATE: 27JE1986 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: NA 21
 GOODS: PERSONAL ORNAMENTS AND OTHER GOODS BELONGING TO THIS CLASS; NON-MONETARY COINAGE, TOKENS, MEDALS AND MEDALLIONS

005310087 Liechtenstein REGULAR CA NATIONAL C
 MARK: FRANKLIN MINT (THE)
 APPLN NO: NONE APPLN DATE: 14MY1971
 REG NO: 3340 NEXT RENEWAL DATE: 14MY2011
 ORIG REG DATE: 14MY1971 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
 CLASSES: IN00000
 GOODS:

005310087 Monaco REGULAR CA NATIONAL C

Docket No. Country CS Type FL Type

MARK: FRANKLIN MINT (THE)

APPLN NO: 4816

REG NO: 714843

ORIG REG DATE: 04MY1971

CLASSES: IN 14, 40

GOODS: NON-MONETARY COINS, TOKENS, MEDALS AND MEDALLIONS

APPLN DATE: 04MY1986

NEXT RENEWAL DATE: 04MY2006

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310087 Sabah REGULAR CA NATIONAL C

MARK: FRANKLIN MINT (THE)

APPLN NO: SAB/30328

REG NO: SAB/30328

ORIG REG DATE: 16AU1982

CLASSES: IN 21

GOODS: PORCELAIN OBJECTS OF ART, NAMELY, STATUETTES, PLATES AND BOWLS INCLUDED IN CLASS 21

APPLN DATE: 16AU1982

NEXT RENEWAL DATE: 16AU2003

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310087 Sarawak REGULAR CA NATIONAL C

MARK: FRANKLIN MINT (THE)

APPLN NO: 25892

REG NO: 25892

ORIG REG DATE: 07OC1982

CLASSES: IN 21

GOODS: PORCELAIN OBJECTS OF ART NAMELY STATUETTES, PLATES AND BOWLS

APPLN DATE: 07OC1982

NEXT RENEWAL DATE: 07OC2003

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310087 Sweden REGULAR CA NATIONAL C

MARK: FRANKLIN MINT (THE)

APPLN NO: 5334/69

REG NO: 131146

ORIG REG DATE: 24AP1970

CLASSES: IN 14, 40

GOODS: NON-MONETARY COINS, MEDALS, MEDALLIONS AND ARTISTIC PLAQUES OF PRECIOUS METAL (CL 14); CUSTOM COINAGE (CL 40)

APPLN DATE: 20NO1969

NEXT RENEWAL DATE: 24AP2000

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310087 Switzerland REGULAR CA NATIONAL C 002

MARK: FRANKLIN MINT (THE)

APPLN NO: 5999/93

REG NO: 410754

ORIG REG DATE: 01AP1993

CLASSES: IN 14

GOODS:

APPLN DATE: 01AP1993

NEXT RENEWAL DATE: 01AP2003

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310171 United States REGULAR CA NATIONAL C

MARK: FRANKLIN MINT (THE)

APPLN NO: 377430

REG NO: 920988

ORIG REG DATE: 28SE1971

CLASSES: IN 14 NA 14

GOODS: SILVER INGOTS

APPLN DATE: 30NO1970

NEXT RENEWAL DATE: 28SE2001

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310358 Great Britain REGULAR CA NATIONAL C

MARK: FRANKLIN MINT (THE)

APPLN NO: 1014548

APPLN DATE: 18JL1973

Docket No. Country CS Type FL Type

REG NO: A1014548 NEXT RENEWAL DATE: 18JL2008
ORIG REG DATE: 18JL1973 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: TOKENS, MEDALS, MEDALLIONS

005310358 Singapore REGULAR CA NATIONAL C 001
MARK: FRANKLIN MINT (THE)
APPLN NO: S/60401 APPLN DATE: 25MR1974
REG NO: 60401 NEXT RENEWAL DATE: 25MR2005
ORIG REG DATE: 25MR1974 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: MONEY, TOKENS, (NOT BEING COINAGE) MEDALS AND MEDALLIONS

005310366 United States REGULAR CA NATIONAL C
MARK: FRANKLIN MINT (THE)
APPLN NO: 460787 APPLN DATE: 20JE1973
REG NO: 989596 NEXT RENEWAL DATE: 30JL2004
ORIG REG DATE: 30JL1974 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14 NA 28
GOODS: PLATES AND SPOONS FORMED OF PRECIOUS METAL AND JEWELRY OF PRECIOUS METAL—NAMELY, CHARMS, TIE FASTENERS, CUFF LINKS, PENDANTS AND EARRINGS

005310367 United States REGULAR CA NATIONAL C
MARK: FRANKLIN MINT (THE)
APPLN NO: 461419 APPLN DATE: 26JE1973
REG NO: 995324 NEXT RENEWAL DATE: 08OC2004
ORIG REG DATE: 08OC1974 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14 NA 38
GOODS: PICTORIAL REPRODUCTIONS OF WORKS OF ART

005310087 New Zealand REGULAR CA NATIONAL C
MARK: FRANKLIN MINT (THE) & DESIGN
APPLN NO: 96720 APPLN DATE: 21AP1971
REG NO: B96720 NEXT RENEWAL DATE: 21AP2006
ORIG REG DATE: 21AP1971 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: NON-MONETARY COINS, TOKENS, AND MEDALS, MEDALLIONS, ART OBJECTS

005310087 Great Britain REGULAR CA NATIONAL C
MARK: FRANKLIN MINT (THE) & DESIGN ()
APPLN NO: 1006830 APPLN DATE: 19FE1973
REG NO: B1006830 NEXT RENEWAL DATE: 19FE2008
ORIG REG DATE: 19FE1973 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: NON-COINAGE MONEY, TOKENS, AND MEDALS AND MEDALLIONS, NONE BEARING REPRESENTATIONS OF BENJAMIN FRANKLIN

005310090 United States REGULAR CA NATIONAL C
MARK: FRANKLIN MINT ALMANAC (THE)
APPLN NO: 333118 APPLN DATE: 22JL1969
REG NO: 894633 NEXT RENEWAL DATE: 14JL2000
ORIG REG DATE: 14JL1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

<u>Docket No.</u>	<u>Country</u>	<u>CS Type</u>	<u>FL Type</u>
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CLASSES: IN 16 NA 38
 GOODS: MAGAZINE

005310724	United States	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT GALLERY (THE)			
APPLN NO: 246797		APPLN DATE: 18JA1980	
REG NO: 1253990		NEXT RENEWAL DATE: 11OC2003	
ORIG REG DATE: 11OC1983		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 42 NA 101			
GOODS: RETAIL STORE SERVICES IN THE FIELD OF GIFTS, COINS, COLLECTORS ITEMS, ART OBJECTS AND THE LIKE			

005310087	Great Britain	REGULAR CA	NATIONAL C 002
MARK: FRANKLIN MINT INTERNATIONAL &			
AFFLN NO: 1006831		APPLN DATE: 19FE1973	
REG NO: B1006831		NEXT RENEWAL DATE: 19FE2008	
ORIG REG DATE: 19FE1973		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 14			
GOODS: MONEY TOKENS (NOT BEING COINAGE) MEDALS AND MEDALLIONS, NONE BEARING REPRESENTATIONS OF BENJAMIN FRANKLIN			

005310961	Australia	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT PRECISION MODELS			
APPLN NO: 502269		APPLN DATE: 29DE1988	
REG NO: A502269		NEXT RENEWAL DATE: 29DE2009	
ORIG REG DATE: 29DE1988		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 28			
GOODS: MINIATURE MODELS			

005310961	Canada	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT PRECISION MODELS			
APPLN NO: 611136		APPLN DATE: 14JL1988	
REG NO: 362196		NEXT RENEWAL DATE: 03NO2004	
ORIG REG DATE: 03NO1989		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN00000			
GOODS: MODEL AUTOMOBILES			

005310961	Comm Trademark	REGULAR CA	COMMUNITY
MARK: FRANKLIN MINT PRECISION MODELS			
APPLN NO: 193979		APPLN DATE: 01AP1996	
REG NO: 193979		NEXT RENEWAL DATE: 01AP2006	
ORIG REG DATE: 01AP1996		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: NA 28			
GOODS: REPLICA MODELS OF VEHICLES			

005310961	Great Britain	REGULAR CA	NATIONAL C
MARK: FRANKLIN MINT PRECISION MODELS			
APPLN NO: 1370152		APPLN DATE: 14JL1988	
REG NO: 1370152		NEXT RENEWAL DATE: 14JL2005	
ORIG REG DATE: 14JL1988		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 28			
GOODS: MODEL CARS			

Docket No. Country CS Type FL Type

005310961 West Germany REGULAR CA NATIONAL C
MARK: FRANKLIN MINT PRECISION MODELS
APPLN NO: F37064/28WZ APPLN DATE: 27DE1988
REG NO: 1151632 NEXT RENEWAL DATE: 31DE2008
ORIG REG DATE: 27DE1988 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28
GOODS: MODEL AUTOMOBILES

005310961 Hong Kong REGULAR CA NATIONAL C
MARK: FRANKLIN MINT PRECISION MODELS
APPLN NO: 272/89 APPLN DATE: 12JA1989
REG NO: B09821/1995 NEXT RENEWAL DATE: 14JL2009
ORIG REG DATE: 12JA1989 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28
GOODS: MODEL AUTOMOBILES

005310961 Italy REGULAR CA NATIONAL C
MARK: FRANKLIN MINT PRECISION MODELS
APPLN NO: 19028C/90 APPLN DATE: 26MR1990
REG NO: 583250 NEXT RENEWAL DATE: 26MR2000
ORIG REG DATE: 26MR1990 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28
GOODS: MODEL AUTOMOBILES

005310961 Japan REGULAR CA NATIONAL C
MARK: FRANKLIN MINT PRECISION MODELS
APPLN NO: 10-062852 APPLN DATE: 27JL1998
REG NO: 4300444 NEXT RENEWAL DATE: 30JL2009
ORIG REG DATE: 30JL1999 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28
GOODS: REPLICA MODELS OF VEHICLES AND OTHER TOYS

005310961 New Zealand REGULAR CA NATIONAL C
MARK: FRANKLIN MINT PRECISION MODELS
APPLN NO: 295697 APPLN DATE: 27JL1998
REG NO: 295697 NEXT RENEWAL DATE: 27JL2005
ORIG REG DATE: 27JL1998 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28
GOODS: GAMES AND PLAYTHINGS INCLUDING REPLICA MODELS OF VEHICLES

005310961 United States REGULAR CA NATIONAL C
MARK: FRANKLIN MINT PRECISION MODELS
APPLN NO: 739860 APPLN DATE: 14JL1988
REG NO: 1558177 NEXT RENEWAL DATE: 26SE2009
ORIG REG DATE: 26SE1989 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28 NA 22
GOODS: MODEL AUTOMOBILES

005310556 Malaysia REGULAR CA NATIONAL C
MARK: FRANKLIN MINT RECORD SOCIETY
APPLN NO: MA/2123/84 APPLN DATE: 04MY1984

Docket No. Country CS Type FL Type

REG NO: MA/2123/84
ORIG REG DATE: 04MY1984
CLASSES: IN 9
GOODS: PHONOGRAPH RECORDS

NEXT RENEWAL DATE: 04MY1991
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310494 Brunei REGULAR CA NATIONAL C
MARK: FRANKLIN PHILATELIC SOCIETY
APPLN NO: 15166
REG NO: BRU/13192
ORIG REG DATE: 23AP1984
CLASSES: IN 16
GOODS: POSTAGE STAMPS, BOTH NEW AND USED FOR COLLECTORS

APPLN DATE: 23AP1984
NEXT RENEWAL DATE: 23AP2005
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310494 Canada REGULAR CA NATIONAL C
MARK: FRANKLIN PHILATELIC SOCIETY
APPLN NO: 397199
REG NO: 224291
ORIG REG DATE: 25NO1977
CLASSES: IN00000
GOODS: STAMPS, FIRST DAY COVERS, STAMP ALBUMS

APPLN DATE: 23AP1976
NEXT RENEWAL DATE: 25NO2007
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310494 Singapore REGULAR CA NATIONAL C
MARK: FRANKLIN PHILATELIC SOCIETY
APPLN NO: S/B5477/83
REG NO: S/B5477/83
ORIG REG DATE: 18OC1983
CLASSES: IN 16
GOODS: FIRST DAY COVERS, FRANKED ENVELOPES, STAMP ALBUMS AND SUPPLEMENTARY PAGES THEREFOR; CONTAINERS (STATIONERY) FOR STAMP CATALOGUES, ADHESIVE MOUNTINGS, FOR STAMPS AND DISPENSERS THEREFOR, BOOKS AND PRINTED MATTERS; ALL RELATING TO PHILATELY; AND POSTAGE STAMPS

APPLN DATE: 18OC1983
NEXT RENEWAL DATE: 18OC2004
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310494 New Zealand REGULAR CA NATIONAL C
MARK: FRANKLIN PHILATELIC SOCIETY &
APPLN NO: 114574
REG NO: 114574
ORIG REG DATE: 02FE1976
CLASSES: IN 16
GOODS: POSTAGE STAMPS—BOTH NEW AND USED FOR COLLECTORS

APPLN DATE: 02FE1976
NEXT RENEWAL DATE: 02FE2011
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310494 Great Britain REGULAR CA NATIONAL C 001
MARK: FRANKLIN PHILATELIC SOCIETY &
APPLN NO: 1116551
REG NO: B1116551
ORIG REG DATE: 27JE1979
CLASSES: IN 16
GOODS: FIRST DAY COVERS, FRANKED ENVELOPES STAMP ALBUMS, SUPPLEMENTAL PAGES, CONTAINERS (STATIONERY) FOR STAMPS, STAMP CATALOG

APPLN DATE: 27JE1979
NEXT RENEWAL DATE: 27JE2000
CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

005310524 Australia REGULAR CA NATIONAL C 001
MARK: FRANKLIN PORCELAIN
APPLN NO: 392844

APPLN DATE: 17JE1983

Docket No. Country CS Type FL Type

REG NO: A392844 NEXT RENEWAL DATE: 17JE2003
ORIG REG DATE: 17JE1983 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21
GOODS: PORCELAIN OBJECTS OF ART

005310524 Benelux REGULAR CA NATIONAL C
MARK: FRANKLIN PORCELAIN
APPLN NO: 615019 APPLN DATE: 17AU1986
REG NO: 341775 NEXT RENEWAL DATE: 17AU2006
ORIG REG DATE: 17AU1976 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21
GOODS: PORCELAIN, OBJECTS OF ART MADE OF PORCELAIN ...

005310524 Brunei REGULAR CA NATIONAL C
MARK: FRANKLIN PORCELAIN
APPLN NO: 15162 APPLN DATE: 23AP1984
REG NO: BRU/13190 NEXT RENEWAL DATE: 23AP2005
ORIG REG DATE: 23AP1984 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21
GOODS: PORCELAIN OBJECTS OF ART, NAMELY STATUETTES, PLATES AND BOWLS

005310524 Canada REGULAR CA NATIONAL C
MARK: FRANKLIN PORCELAIN
APPLN NO: 414672 APPLN DATE: 24AU1977
REG NO: 228812 NEXT RENEWAL DATE: 30JE2008
ORIG REG DATE: 30JE1978 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000
GOODS: PORCELAIN OBJECTS OF ART, NAMELY STATUETTES, BOWLS AND PLATES

005310524 Sarawak REGULAR CA NATIONAL C
MARK: FRANKLIN PORCELAIN
APPLN NO: 25893 APPLN DATE: 07OC1982
REG NO: 25893 NEXT RENEWAL DATE: 07OC2003
ORIG REG DATE: 07OC1982 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21
GOODS: PORCELAIN OBJECTS OF ART, NAMELY STATUETTES, PLATES AND BOWLS

005310524 Singapore REGULAR CA NATIONAL C
MARK: FRANKLIN PORCELAIN & DESIGN (B
APPLN NO: S/5475/83 APPLN DATE: 18OC1983
REG NO: S/5475/83 NEXT RENEWAL DATE: 18OC2004
ORIG REG DATE: 18OC1983 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21
GOODS: PORCELAIN OBJECTS OF ART

005310524 Sabah REGULAR CA NATIONAL C
MARK: FRANKLIN PORCELAIN & DESIGN (B
APPLN NO: SAB/30329 APPLN DATE: 16AU1982
REG NO: SAB/30329 NEXT RENEWAL DATE: 16AU2003
ORIG REG DATE: 16AU1982 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21
GOODS: PORCELAIN OBJECTS OF ART, NAMELY, STATUETTES, PLATES AND BOWLS

20

LA_DOC\437062.3 [W97]

GOODS: GLASSWARE, PORCELAIN AND CERAMIC HOUSEHOLD
HOUSEHOLD OR KITCHEN UTENSILS AND CONTAINERS; PARTS AND FITTINGS FOR ALL THE AFORESAID
GOODS; ALL INCLUDED IN CLASS 21

005311098 Germany REGULAR CA NATIONAL C
MARK: HOUSE OF VERSAILLES
APPLN NO: F42680/20WZ APPLN DATE: 10JL1993
REG NO: 2080996 NEXT RENEWAL DATE: 31JL2003
ORIG REG DATE: 10JL1993 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 11, 14 IN 20, 21 IN 28
GOODS: LAMPS (CL 11); CLOCKS; JEWELRY (CL 14); MIRRORS (CL 20); PORCELAIN ITEMS (CL 21);

21

LA_DOC\437062.3 [W97]

TRADEMARK
REEL: 001984 FRAME: 0709

Docket No. Country CS Type FL Type

005310766 United States SUPPLEMENT NATIONAL C
MARK: GREATEST COUNTRY MUSIC RECORDI
APPLN NO: 325758 APPLN DATE: 28AU1981
REG NO: 1227943 NEXT RENEWAL DATE: 15FE2003
ORIG REG DATE: 15FE1983 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 9 NA 36
GOODS: PHONOGRAPH RECORDS

005310765 United States SUPPLEMENT NATIONAL C
MARK: GREATEST RECORDINGS OF THE BIG
APPLN NO: 325759 APPLN DATE: 28AU1981
REG NO: 1227944 NEXT RENEWAL DATE: 15FE2003
ORIG REG DATE: 15FE1983 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 9 NA 36
GOODS: PHONOGRAPH RECORDS

005310653 United States REGULAR CA NATIONAL C
MARK: HEIRLOOM LIBRARY OF THE WORLD
APPLN NO: 170106 APPLN DATE: 11MY1978
REG NO: 1146104 NEXT RENEWAL DATE: 20JA2001
ORIG REG DATE: 20JA1981 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 16 NA 38
GOODS: SERIES OF FICTION AND NON-FICTION BOOKS PUBLISHED FROM TIME-TO-TIME COMPOSED OF WRITINGS OF FAMOUS AUTHORS

005311098 France REGULAR CA NATIONAL C
MARK: HOUSE OF VERSAILLES
APPLN NO: 93480625 APPLN DATE: 17AU1993
REG NO: 93480625 NEXT RENEWAL DATE: 16AU2003
ORIG REG DATE: 17AU1993 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 11, 14 IN 20, 21 IN 28
GOODS: LAMPS (CL 11);CLOCKS; JEWELRY (CL 14); MIRRORS (CL 20); PORCELAIN ITEMS (CL 21); PORCELAIN DOLLS (CL 28)

005311098 Great Britain REGULAR CA NATIONAL C
MARK: HOUSE OF VERSAILLES
APPLN NO: 1543971 APPLN DATE: 04AU1993
REG NO: 1543971 NEXT RENEWAL DATE: 04AU2000
ORIG REG DATE: 04AU1993 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21
GOODS: GLASSWARE, PORCELAIN AND EARTHENWARE; POTTERY AND CERAMIC ARTICLES; HOUSEHOLD OR KITCHEN UTENSILS AND CONTAINERS; PARTS AND FITTINGS FOR ALL THE AFORESAID GOODS; ALL INCLUDED IN CLASS 21

005311098 Germany REGULAR CA NATIONAL C
MARK: HOUSE OF VERSAILLES
APPLN NO: F42680/20WZ APPLN DATE: 10JL1993
REG NO: 2080996 NEXT RENEWAL DATE: 31JL2003
ORIG REG DATE: 10JL1993 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 11, 14 IN 20, 21 IN 28
GOODS: LAMPS (CL 11); CLOCKS; JEWELRY (CL 14); MIRRORS (CL 20); PORCELAIN ITEMS (CL 21);

Docket No. Country CS Type FL Type

PORCELAIN DOLLS (CL 28)

005310154 Benelux REGULAR CA NATIONAL C
MARK: JANVIER
APPLN NO: 591073 APPLN DATE: 05AP1982
REG NO: 312059 NEXT RENEWAL DATE: 05AP2002
ORIG REG DATE: 05AP1972 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 7, 9
GOODS: COIN, MEDALLION, MEDAL MAKING MACHINE

005311214 Comm Trademark REGULAR CA COMMUNITY
MARK: KNIGHTSTONE COLLECTIONS
APPLN NO: 627745 APPLN DATE: 02SE1997
REG NO: 627745 NEXT RENEWAL DATE: 02SE2007
ORIG REG DATE: 02SE1997 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 8, 16
GOODS: KNIVES (CL 8); PRINTS (CL 16)

005311214 Japan REGULAR CA NATIONAL C
MARK: KNIGHTSTONE COLLECTIONS
APPLN NO: 09-177270 APPLN DATE: 18NO1997
REG NO: 4247371 NEXT RENEWAL DATE: 05MR2009
ORIG REG DATE: 05MR1999 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 8, 16 IN 21
GOODS: KNIVES (CL 8); ART PRINTS (CL 1 6); DECORATIVE PLATES OF PORCELAIN AND SCULPTURES OF PORCELAIN OR EARTHENWARE (CL 21)

005311214 New Zealand REGULAR CA NATIONAL C
MARK: KNIGHTSTONE COLLECTIONS
APPLN NO: 280902 APPLN DATE: 12AU1997
REG NO: 280902 NEXT RENEWAL DATE: 12AU2004
ORIG REG DATE: 12AU1997 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 8
GOODS: HAND OPERATED TOOLS AND IMPLEMENTS; CUTLERY; SIDE ARMS; RAZORS

005311214 Norway REGULAR CA NATIONAL C
MARK: KNIGHTSTONE COLLECTIONS
APPLN NO: 9803191 APPLN DATE: 15AP1998
REG NO: 193063 NEXT RENEWAL DATE: 24SE2008
ORIG REG DATE: 24SE1998 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 8, 16 IN 21
GOODS:

005311214 Switzerland REGULAR CA NATIONAL C
MARK: KNIGHTSTONE COLLECTIONS
APPLN NO: 03007/1998 APPLN DATE: 15AP1998
REG NO: 457586 NEXT RENEWAL DATE: 15AP2008
ORIG REG DATE: 15AP1998 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 6, 8 IN 14, 16 IN 21
GOODS: COMMON METALS AND THEIR ALLOYS SUCH AS BRONZE AND PEWTER (CL 6); KNIVES (CL 8); PRECIOUS METALS AND THEIR ALLOYS (CL 14); PRINTS (CL 16); PLATES AND SCULPTURES (CL 21)

Docket No. Country CS Type FL Type

005310326 France REGULAR CA NATIONAL C
MARK: LE MEDAILLIER PARIS
APPLN NO: 1233356 APPLN DATE: 11FE1993
REG NO: 1233356 NEXT RENEWAL DATE: 10FE2003
ORIG REG DATE: 21MR1973 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 40
GOODS: REPRODUCTIONS OF ART, SCULPTURE DECOR AND OBJECTS OF ART OF NON-PRECIOUS METAL...

005311121 United States Intent To NATIONAL C
MARK: MILLENNIUM COLLECTION (THE)
APPLN NO: 74/549546 APPLN DATE: 14JL1994
REG NO: 2004829 NEXT RENEWAL DATE: 01OC2006
ORIG REG DATE: 01OC1996 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 9
GOODS: FUNCTIONAL REPLICAS OF SCIENTIFIC INSTRUMENTS ALSO FOR DECORATIVE USE

005310975 Canada REGULAR CA NATIONAL C
MARK: PRECISION MODELS
APPLN NO: 611138 APPLN DATE: 14JL1988
REG NO: 362197 NEXT RENEWAL DATE: 03NO2004
ORIG REG DATE: 03NO1989 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000
GOODS: MODEL AUTOMOBILES

005310975 United States REGULAR CA NATIONAL C
MARK: PRECISION MODELS
APPLN NO: 751353 APPLN DATE: 12SE1988
REG NO: 1586914 NEXT RENEWAL DATE: 13MR2000
ORIG REG DATE: 13MR1990 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28 NA 22
GOODS: MODEL AUTOMOBILES

005310910 Canada REGULAR CA NATIONAL C
MARK: TESORI
APPLN NO: 546596 APPLN DATE: 24JL1985
REG NO: 330318 NEXT RENEWAL DATE: 24JL2002
ORIG REG DATE: 24JL1987 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000
GOODS: PORCELAIN OBJECTS OF ALL KINDS

005310910 United States REGULAR CA NATIONAL C
MARK: TESORI
APPLN NO: 566993 APPLN DATE: 04NO1985
REG NO: 1401238 NEXT RENEWAL DATE: 15JL2006
ORIG REG DATE: 15JL1986 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21 NA 30, 50
GOODS: PORCELAIN FIGURINE

005310910 United States REGULAR CA NATIONAL C 002
MARK: TESORI
APPLN NO: 272852 APPLN DATE: 06MY1992
REG NO: 1747147 NEXT RENEWAL DATE: 19JA2003

Docket No. Country CS Type FL Type

ORIG REG DATE: 19JA1993 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21 NA 6
GOODS: COMPONENT OF FIGURINES, NAMELY, A PORCELAIN AND RESIN COMPOUND

005311179 United States Intent To NATIONAL C
MARK: TRUSCULPT
APPLN NO: 75/207760 APPLN DATE: 04DE1996
REG NO: 2268025 NEXT RENEWAL DATE: 10AU2009
ORIG REG DATE: 10AU1999 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28
GOODS: MATERIAL COMPRISED OF RESIN POLYESTER, MICROTHENE FILLER, TITANIUM DIOXIDE POWDER AND CALCIUM CARBONATE USED AS A SCULPTING MATERIAL, SOLD AS A COMPONENT OF DOLLS

005310125 Canada REGULAR CA NATIONAL C
MARK: WELLINGS
APPLN NO: 357176 APPLN DATE: 16JA1970
REG NO: 196570 NEXT RENEWAL DATE: 04JA2004
ORIG REG DATE: 04JA1974 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN00000
GOODS: NON-MONETARY COINS, TOKENS, MEDALS AND MEDALLIONS

005310103 United States REGULAR CA NATIONAL C
MARK: WORLD'S FOREMOST PRIVATE MINT
APPLN NO: 337655 APPLN DATE: 11SE1969
REG NO: 902754 NEXT RENEWAL DATE: 17NO2000
ORIG REG DATE: 17NO1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14 NA 50
GOODS: NON-MONETARY COINS, TOKENS, MEDALS, AND MEDALLIONS

005310105 United States REGULAR CA NATIONAL C
MARK: WORLD'S LARGEST PRIVATE MINT (
APPLN NO: 337654 APPLN DATE: 11SE1969
REG NO: 902753 NEXT RENEWAL DATE: 17NO2000
ORIG REG DATE: 17NO1970 CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14 NA 50
GOODS: NON-MONETARY COINS, TOKENS, MEDALS, MEDALLIONS

REGISTERED TRADEMARKS IN THE NAME OF FRANKLIN MINT CORPORATION

005310130 Netherlands Antilles REGULAR CA NATIONAL C
MARK: FM
APPLN NO: NONE APPLN DATE: 10MY1971
REG NO: 8097 NEXT RENEWAL DATE: 10MY2001
ORIG REG DATE: 23JE1971 CURRENT RECORDED OWNER: FRANKLIN MINT CORPORATION

CLASSES: IN00000
GOODS: METAL AND ALLOY COINS, TOKENS, MEDALS, MEDALLIONS, NOVELTY, SOUVENIR AND COMMEMORATIVE COINS

005310130 Venezuela REGULAR CA NATIONAL C
MARK: FM
APPLN NO: 3531 APPLN DATE: 05MY1971
REG NO: 73369-F NEXT RENEWAL DATE: 31MY2003
ORIG REG DATE: 31MY1973 CURRENT RECORDED OWNER: FRANKLIN MINT CORPORATION

CLASSES: NA 40
GOODS:

005310130 Bermuda REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 7739 APPLN DATE: 29AP1975
REG NO: 7739 NEXT RENEWAL DATE: 29AP2003
ORIG REG DATE: 29AP1975 CURRENT RECORDED OWNER: FRANKLIN MINT CORPORATION

CLASSES: NA 13
GOODS: METAL AND ALLOY COINS, TOKENS, MEDALS, MEDALLIONS, SOUVENIR, NOVELTY AND COMMEMORATIVE COINS

005310130 Ireland REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: B6970 APPLN DATE: 13JA1970
REG NO: B76218 NEXT RENEWAL DATE: 13JA2005
ORIG REG DATE: 13JA1970 CURRENT RECORDED OWNER: FRANKLIN MINT CORPORATION

CLASSES: IN 14
GOODS: COINS, MEDALS, MEDALLIONS AND ORNAMENTS IN CLASS 14

005310130 Jamaica REGULAR CA NATIONAL C
MARK: FM MONOGRAM
APPLN NO: 1472 APPLN DATE: 18MY1971
REG NO: B15788 NEXT RENEWAL DATE: 18MY2006
ORIG REG DATE: 18MY1971 CURRENT RECORDED OWNER: FRANKLIN MINT CORPORATION

CLASSES: IN 14
GOODS: NON-MONETARY COINS, TOKENS, MEDALS AND MEDALLIONS

005310087 Bermuda REGULAR CA NATIONAL C
MARK: FRANKLIN MINT (THE)
APPLN NO: 7740 APPLN DATE: 26AP1975

Docket No. Country CS Type FL Type

REG NO: 7740 NEXT RENEWAL DATE: 29AP2003
ORIG REG DATE: 29AP1975 CURRENT RECORDED OWNER: FRANKLIN MINT
CORPORATION
CLASSES: NA 13
GOODS: NON-MONETARY COINS, TOKENS AND MEDALLIONS

005310087 Ireland REGULAR CA NATIONAL C
MARK: FRANKLIN MINT (THE)
APPLN NO: 211269 APPLN DATE: 09DE1969
REG NO: B77378 NEXT RENEWAL DATE: 09DE2004
ORIG REG DATE: 09DE1969 CURRENT RECORDED OWNER: FRANKLIN MINT
CORPORATION
CLASSES: IN 14
GOODS

005310087 Italy REGULAR CA NATIONAL C
MARK: FRANKLIN MINT (THE)
APPLN NO: 39952C/69 APPLN DATE: 06JE1969
REG NO: 289169 NEXT RENEWAL DATE: 06MR2003
ORIG REG DATE: 06JE1969 CURRENT RECORDED OWNER: FRANKLIN MINT
CORPORATION
CLASSES: IN 14, 16
GOODS NON-MONETARY COINS, TOKENS, MEDALS, MEDALLIONS (CL 14); FRAMED PRINTS,
ENGRAVINGS (CL 16)

005310087 Malaya REGULAR CA NATIONAL C
MARK: FRANKLIN MINT (THE)
APPLN NO: M/096137 APPLN DATE: 16AU1982
REG NO: M/096137 NEXT RENEWAL DATE: 16AU2003
ORIG REG DATE: 16AU1982 CURRENT RECORDED OWNER: FRANKLIN MINT
CORPORATION
CLASSES: IN 21
GOODS: PORCELAIN OBJECTS OF ART, NAMELY STATUETTES, PLATES AND BOWLS ALL
INCLUDED IN CLASS 21

005310087 Netherlands Antilles REGULAR CA NATIONAL C
MARK: FRANKLIN MINT (THE)
APPLN NO: NONE APPLN DATE: 10MY1971
REG NO: 8098 NEXT RENEWAL DATE: 10MY2001
ORIG REG DATE: 23JE1971 CURRENT RECORDED OWNER: FRANKLIN MINT
CORPORATION
CLASSES: IN00000
GOODS: NON-MONETARY COINS, TOKENS, MEDALS AND MEDALLIONS, ART OBJECTS, JEWELRY,
PLAQUES, STATUES

005310494 Malaysia REGULAR CA NATIONAL C
MARK: FRANKLIN PHILATELIC SOCIETY
APPLN NO: MA/2129/84 APPLN DATE: 04MY1984
REG NO: MA/2129/84 NEXT RENEWAL DATE: 04MY1991
ORIG REG DATE: 04MY1984 CURRENT RECORDED OWNER: FRANKLIN MINT
CORPORATION
CLASSES: IN 16

GOODS: POSTAGE STAMPS FOR STAMP COLLECTORS

005310731 Italy REGULAR CA NATIONAL C
MARK: MINTMARK
APPLN NO: 20074C/80 APPLN DATE: 01JL1980
REG NO: 415068 NEXT RENEWAL DATE: 01JL2000
ORIG REG DATE: 01JL1980 CURRENT RECORDED OWNER: FRANKLIN MINT CORPORATION

CLASSES: IN 6, 14 IN 21, 24 IN 25, 28
GOODS: OBJECTS OF ART OF NON-PRECIOUS METAL; JEWELRY; OBJECTS OF ART; GLASS ORNAMENTS, PORCELAIN; TEXTILE, FABRICS; CLOTHING..

LIST OF TRADEMARK APPLICATIONS

005311292 United States Intent To NATIONAL C
MARK: COLLECTOR'S CHOICE ONLINE
APPLN NO: 75/658931 APPLN DATE: 12MR1999
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 41
GOODS: SALE OF COLLECTIBLES BY INTERACTIVE TELECOMMUNICATIONS

005311226 United States Intent To NATIONAL C
MARK: DESIGN OF PORTRAIT OF PRINCESS
APPLN NO: 75/359701 APPLN DATE: 19SE1997
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14, 16 IN 21, 28
GOODS: JEWELRY, MEDALS (CL 14); ART, COLOR, PHOTOGRAPHIC AND/OR PICTORIAL PRINTS (CL 16); PLATES AND PORCELAIN SCULPTURES (CL 21); DOLL CLOTHING, DOLLS AND ACCESSORIES THEREFOR (CL 28)

005311227 United States Intent To NATIONAL C
MARK: DESIGN OF PORTRAIT OF PRINCESS
APPLN NO: 75/359702 APPLN DATE: 19SE1997
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14, 16 IN 21, 28
GOODS: JEWELRY, MEDALS (CL 14); ART, COLOR, PHOTOGRAPHIC AND/OR PICTORIAL PRINTS (CL 16); PLATES AND PORCELAIN SCULPTURES (CL 21); DOLL CLOTHING, DOLLS AND ACCESSORIES THEREFOR (CL 28)

005311222 United States Intent To NATIONAL C
MARK: DIANA, ANGEL OF MERCY
APPLN NO: 75/351470 APPLN DATE: 04SE1997
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14, 21 IN 28

Docket No. Country CS Type FL Type

GOODS: JEWELRY (CL 14); PLATES AND PORCELAIN SCULPTURES (CL 21); DOLLS, DOLL CLOTHING AND
DOLL ACCESSORIES (CL 28)

005311220 United States Intent To NATIONAL C
MARK: DIANA, QUEEN OF HEARTS
APPLN NO: 75/351468 APPLN DATE: 04SE1997
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14, 21 IN 28
GOODS: JEWELRY (CL 14); PLATES AND PORCELAIN SCULPTURES (CL 21); DOLLS, DOLL CLOTHING AND
DOLL ACCESSORIES (CL 28)

005311221 United States Intent To NATIONAL C
MARK: DIANA, QUEEN OF OUR HEARTS
APPLN NO: 75/351469 APPLN DATE: 04SE1997
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14, 21 IN 28
GOODS: JEWELRY (CL 14); PLATES AND PORCELAIN SCULPTURES (CL 21); DOLLS, DOLL CLOTHING AND
DOLL ACCESSORIES (CL 28)

005311223 United States Intent To NATIONAL C
MARK: DIANA, THE PEOPLE'S PRINCESS
APPLN NO: 75/351472 APPLN DATE: 04SE1997
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14, 21 IN 28
GOODS: JEWELRY (CL 14); PLATES AND PORCELAIN SCULPTURES (CL 21); DOLLS, DOLL CLOTHING AND
DOLL ACCESSORIES (CL 28)

005311224 United States Intent To NATIONAL C
MARK: ENGLAND'S ROSE
APPLN NO: 75/356090 APPLN DATE: 12SE1997
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14, 21 IN 28
GOODS: JEWELRY (CL 14); PLATES AND PORCELAIN SCULPTURES (CL 21); DOLL CLOTHING AND
ACCESSORIES THEREFOR (CL 28)

005311125 Germany REGULAR CA NATIONAL C
MARK: EXCALIBEAR
APPLN NO: 39503324.1 APPLN DATE: 27JA1995
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21, 28
GOODS: PORCELAIN PLATES, PORCELAIN SCULPTURES AND PORCELAIN COLD CAST SCULPTURES (CL
21); PLUSH BEARS (CL 28)

005311294 United States Intent To NATIONAL C
MARK: FORGET ME KNOT BEARS
APPLN NO: 75/742742 APPLN DATE: 02JL1999
REG NO: NEXT RENEWAL DATE:

Docket No. Country CS Type FL Type

MARK: KNIGHTSTONE COLLECTIONS

APPLN NO: 280904

APPLN DATE: 12AU1997

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 21

GOODS: HOUSEHOLD OR KITCHEN UTENSILS AND CONTAINERS (NOT OF PREVIOUS METAL OR COATED THEREWITH); GLASSWARE, PORCELAIN AND EARTHEN WARE NOT INCLUDED IN OTHER CLASSES; SCULPTURES, AND ALL OTHER GOODS IN THIS CLASS

005311214 United States Intent To NATIONAL C

MARK: KNIGHTSTONE COLLECTIONS

APPLN NO: 75/344156

APPLN DATE: 20AU1997

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 8, 16 IN 21

GOODS: POCKET KNIVES (CL 8); ART PRINTS (CL 16); DECORATIVE PLATES AND SCULPTURES MADE OF PORCELAIN (CL 21)

005311311 United States Intent To NATIONAL C

MARK: LITTLE LAKE LODGE

APPLN NO: NONE

APPLN DATE: 16AU1999

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 6, 8 IN 11, 21 IN 28

GOODS: FIGURES OF COMMON METAL; FIGURINES OF COMMON METAL; DECORATIVE METAL GRATINGS; SCULPTURES MADE OF NON-PRECIOUS METAL; METAL FENCES AND RAILINGS (CL 6); FIREPLACE TOOLS, NAMELY, BELLOWS, TONGS, POKERS, SHOVELS; FIREPLACE TOOL SETS (CL 8); CHANDELIERS; ELECTRIC LIGHTING FIXTURES; FIREPLACES, FIREPLACE INSERTS, COMPRISED OF ANDIRONS, ARTIFICIAL LOGS AND ARTIFICIAL EMBERS (GAS OR ELECTRIC); OIL LANTERNS (CL 11); NON-ELECTRIC CANDELABRAS AND SCONCES, NOT OF PRECIOUS METAL; CANDLE STICK HOLDERS; CANDLE SNUFFERS; CANDLE-LIT LANTERNS (CL 21); DIE-CAST TRUCKS (CL 28)

005311311 United States Intent To NATIONAL C 002

MARK: LITTLE LAKE LODGE AND DESIGN

APPLN NO: NONE

APPLN DATE: 16AU1999

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 6, 8 IN 11, 21 IN 28

GOODS: FIGURES OF COMMON METAL; FIGURINES OF COMMON METAL; DECORATIVE METAL GRATINGS; SCULPTURES MADE OF NON-PRECIOUS METAL; METAL FENCES AND RAILINGS (CL 6); FIREPLACE TOOLS, NAMELY, BELLOWS, TONGS, POKERS, SHOVELS; FIREPLACE TOOL SETS (CL 8); CHANDELIERS; ELECTRIC LIGHTING FIXTURES; FIREPLACES, FIREPLACE INSERTS, COMPRISED OF ANDIRONS, ARTIFICIAL LOGS AND ARTIFICIAL EMBERS (GAS OR ELECTRIC); OIL LANTERNS (CL 11); NON-ELECTRIC CANDELABRAS AND SCONCES, NOT OF PRECIOUS METAL; CANDLE STICK HOLDERS; CANDLE SNUFFERS; CANDLE-LIT LANTERNS (CL 21); DIE-CAST TRUCKS (CL 28)

005311175 Australia REGULAR CA NATIONAL C

MARK: MOOD DRAGONS

APPLN NO: 790796

APPLN DATE: 09AP1999

REG NO:

NEXT RENEWAL DATE:

<u>Docket No.</u>	<u>Country</u>	<u>CS Type</u>	<u>FL Type</u>
005311175	New Zealand	REGULAR CA	NATIONAL C 003
MARK: MOOD DRAGONS			
APPLN NO: 307522		APPLN DATE: 06AP1999	
REG NO:		NEXT RENEWAL DATE:	
ORIGINAL REG DATE:		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 15			
GOODS: MUSIC BOXES IN THIS CLASS			
005311175	New Zealand	REGULAR CA	NATIONAL C 004
MARK: MOOD DRAGONS			
APPLN NO: 307523		APPLN DATE: 06AP1999	
REG NO:		NEXT RENEWAL DATE:	
ORIGINAL REG DATE:		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 16			
GOODS: ART PRINTS; BOOKS ON FANTASY, AND PENS IN THIS CLASS			
005311175	New Zealand	REGULAR CA	NATIONAL C 005
MARK: MOOD DRAGONS			
APPLN NO: 307524		APPLN DATE: 06AP1999	
REG NO:		NEXT RENEWAL DATE:	
ORIGINAL REG DATE:		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 20			
GOODS: PLAQUES IN THIS CLASS			
005311175	New Zealand	REGULAR CA	NATIONAL C 006
MARK: MOOD DRAGONS			
APPLN NO: 307525		APPLN DATE: 06AP1999	
REG NO:		NEXT RENEWAL DATE:	
ORIGINAL REG DATE:		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 21			
GOODS: PLATES, SCULPTURES, SCULPTURE UNDER BELL JAR, AUTOMATONS, NAMELY MOVABLE SCULPTURE; ALL MADE OF COLD-CAST PORCELAIN, PORCELAIN OR CRYSTAL			
005311175	New Zealand	REGULAR CA	NATIONAL C 007
MARK: MOOD DRAGONS			
APPLN NO: 307526		APPLN DATE: 06AP1999	
REG NO:		NEXT RENEWAL DATE:	
ORIGINAL REG DATE:		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 28			
GOODS: DOLLS AND PLUSH FIGURES IN THIS CLASS			
005311175	United States	Intent To	NATIONAL C
MARK: MOOD DRAGONS			
APPLN NO: 75/177267		APPLN DATE: 04OC1996	
REG NO:		NEXT RENEWAL DATE:	
ORIGINAL REG DATE:		CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY	
CLASSES: IN 6, 14 IN 15, 16 IN 20, 21 IN 28			

GOODS: SCULPTURES, SCULPTURE UNDER BELL JAR, AUTOMATONS, MOVABLE SCULPTURE ALL MADE OF NON-PRECIOUS METAL (CL 6); JEWELRY; GOLD PLATED SCULPTURES, GOLD-PLATED SCULPTURE UNDER BELL JAR, GOLD PLATED AUTOMATONS, MOVABLE SCULPTURE (CL 14); MUSIC BOXES (CL 15); ART PRINTS; BOOKS ON FANTASY (CL 16); NAMELY, PLAQUES (CL 20); PLATES; SCULPTURES, SCULPTURE UNDER BELL JAR, AUTOMATONS, MOVABLE SCULPTURE ALL MADE OF COLD-CAST PORCELAIN, PORCELAIN OR CRYSTAL (CL 21); DOLLS, PLUSH FIGURES (CL 28)

005311279 United States Intent To NATIONAL C
MARK: MOOD DRAGONS AND DESIGN
APPLN NO: 75/600060 APPLN DATE: 04DE1998
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 6, 14 IN 15, 16 IN 20, 21 IN 28

GOODS: SCULPTURES, SCULPTURE UNDER BELL JAR, AUTOMATONS, NAMELY, MOVABLE SCULPTURE ALL MADE OF NON-PRECIOUS METAL (CL 6); JEWELRY; GOLD PLATED SCULPTURES, GOLD-PLATED SSCULPTURE UNDER BELL JAR, PLATED AUTOMATONS, NAMELY, MOVABLE SCULPTURE (CL 14); MUSIC BOXES (CL 15); ART PRINTS; BOOKS ON F

005311308 United States Intent To NATIONAL C
MARK: POWER COLLECTION
APPLN NO: 75/742743 APPLN DATE: 02JL1999
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 28
GOODS: DIE-CAST REPLICAS OF VEHICLES

005311228 United States Intent To NATIONAL C
MARK: PRINCESS DIANA AND DESIGN OF P
APPLN NO: 75/359703 APPLN DATE: 19SE1997
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14, 16 IN 21, 28
GOODS: JEWELRY (CL 14); PRINTS, NAMELY, ART, COLOR, PHOTOGRAPHIC, AND/OR PICTORIAL PRINTS (CL 16); PLATES AND PORCELAIN SCULPTURES (CL 21); DOLLS, DOLL CLOTHING, AND DOLL ACCESSORIES (CL 28)

005311229 United States Intent To NATIONAL C
MARK: PRINCESS DIANA AND DESIGN OF P
APPLN NO: 75/359704 APPLN DATE: 19SE1997
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14, 16 IN 21, 28
GOODS: JEWELRY (CL 14); PRINTS, NAMELY, ART, COLOR, PHOTOGRAPHIC, AND/OR PICTORIAL PRINTS (CL 16); PLATES AND PORCELAIN SCULPTURES (CL 21); DOLLS, DOLL CLOTHING, AND DOLL ACCESSORIES (CL 28)

005311196 United States Intent To NATIONAL C 002
MARK: SCREEN SCENE
APPLN NO: 75/489631 APPLN DATE: 22MY1998
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

Docket No. Country CS Type FL Type

CLASSES: IN 21

GOODS: WORKS OF ART MADE OF DOLOMITE OR PORCELAIN, DESIGNED TO LOOK LIKE CLASSIC FILM STRIPS

005311234 United States Intent To NATIONAL C

MARK: SNOW DOME

APPLN NO: 75/442043

APPLN DATE: 27FE1998

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 14, 21

GOODS: JEWELRY AND WATCHES (CL 14); PORCELAIN PLATES, PORCELAIN EGGS, AND PORCELAIN BELL JARS (CL 21)

005311285 Australia REGULAR CA NATIONAL C

MARK: TRIMMILLIUM

APPLN NO: 791335

APPLN DATE: 15AP1999

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 6, 14 IN 16, 21

GOODS: FIGURINES; SCULPTURES, PLATES AND PLAQUES (CL 6); JEWELRY; CLOCKS, WATCHES, COINS, MEDALLIONS, FIGURINES, SCULPTURES, PLATES AND PLAQUES (CL 14); ART PRINTS (CL 16); PLATES, FIGURINES, PLAQUES AND SCULPTURES; PORCELAIN

005311285 Canada REGULAR CA NATIONAL C 002

MARK: TRIMMILLIUM

APPLN NO: 1011382

APPLN DATE: 09JA1999

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES:

GOODS: FIGURINES, SCULPTURES AND PLATES OF NON-PRECIOUS METALS; JEWELRY; CLOCKS; WATCHES; NON-MONETARY COINS; MEDALLIONS; PRECIOUS METAL SCULPTURES; PRECIOUS METAL PLACES; PRECIOUS METAL FIGURINES; ART PRINTS; PORCELAIN PLATES; PORCELAIN FIGURINES AND PORCELAIN SCULPTURES

005311285 Comm Trademark REGULAR CA COMMUNITY

MARK: TRIMMILLIUM

APPLN NO: 1138155

APPLN DATE: 09AP1999

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 6, 14 IN 16, 21

GOODS: FIGURINES; SCULPTURES, PLATES AND PLAQUES (CL 6); JEWELRY; CLOCKS, WATCHES, COINS, MEDALLIONS, FIGURINES, SCULPTURES, PLATES AND PLAQUES (CL 14); ART PRINTS (CL 16); PLATES, FIGURINES, PLAQUES AND SCULPTURES; PORCELAIN

005311285 Japan REGULAR CA NATIONAL C 002

MARK: TRIMMILLIUM

APPLN NO: 11-031330

APPLN DATE: 12AP1999

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 14

GOODS: JEWELRY; CLOCKS, WATCHES, NON-MONETARY COINS, MEDALLIONS, PRECIOUS METAL SCULPTURES, PRECIOUS METAL PLATES, PRECIOUS METAL FIGURINES

Docket No. Country CS Type FL Type

005311285 New Zealand REGULAR CA NATIONAL C
MARK: TRIMMILLIUM
APPLN NO: 307690 APPLN DATE: 09AP1999
REG NO NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 6
GOODS: FIGURINES; SCULPTURES AND PLATES OF NON-PRECIOUS METALS, ALL BEING GOODS IN THIS AREA

005311285 New Zealand REGULAR CA NATIONAL C 001
MARK: TRIMMILLIUM
APPLN NO: 307691 APPLN DATE: 09AP1999
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 14
GOODS: JEWELRY; CLOCKS, WATCHES, NON-MONETARY COINS, MEDALLIONS, PRECIOUS METAL SCULPTURES, PRECIOUS METAL PLATES, PRECIOUS METAL FIGURINES, ALL BEING GOODS IN THIS CLASS

005311285 New Zealand REGULAR CA NATIONAL C 002
MARK: TRIMMILLIUM
APPLN NO: 307692 APPLN DATE: 09AP1999
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 16
GOODS ART PRINTS IN THIS CLASS

005311285 New Zealand REGULAR CA NATIONAL C 003
MARK: TRIMMILLIUM
APPLN NO: 307693 APPLN DATE: 09AP1999
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 21
GOODS PORCELAIN PLATES; PORCELAIN FIGURINES AND PORCELAIN SCULPTURES, ALL BEING GOODS IN THIS CLASS

005311285 Norway REGULAR CA NATIONAL C 003
MARK: TRIMMILLIUM
APPLN NO: 03944 APPLN DATE: 20AP1999
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY
CLASSES: IN 6, 14 IN 16, 21
GOODS: FIGURINES; SCULPTURES, PLATES AND PLAQUES (CL 6); JEWELRY; CLOCKS, WATCHES, COINS, MEDALLIONS, FIGURINES, SCULPTURES, PLATES AND PLAQUES (CL 14); ART PRINTS (CL 16); PLATES, FIGURINES, PLAQUES AND SCULPTURES; PORCELAIN

005311285 Switzerland REGULAR CA NATIONAL C
MARK: TRIMMILLIUM
APPLN NO: 03189/1999 APPLN DATE: 12AP1999
REG NO: NEXT RENEWAL DATE:
ORIGINAL REG DATE: CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

Docket No. Country CS Type FL Type

CLASSES: IN 6, 14 IN 16, 21

GOODS: FIGURINES; SCULPTURES, PLATES AND PLAQUES (CL 6); JEWELRY; CLOCKS, WATCHES, COINS, MEDALLIONS, FIGURINES, SCULPTURES, PLATES AND PLAQUES (CL 14); ART PRINTS (CL 16); PLATES, FIGURINES, PLAQUES AND SCULPTURES; PORCELAIN

005311285 United States Intent To NATIONAL C

MARK: TRIMMILLIUM

APPLN NO: 75/624686

APPLN DATE: 20JA1999

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 6, 14 IN 16, 21

GOODS FIGURINES, SCULPTURES AND PLATES OF NON-PRECIOUS METALS (CL 6); JEWELRY, CLOCKS, WATCHES, NON-MONETARY COINS, MEDALLIONS, PRECIOUS METAL SCULPTURES, PRECIOUS METAL PLATES, PRECIOUS METAL FIGURINES (CL 14); ART PRINT (CL 16); PORCELAIN PLATES, PORCELAIN FIGURINES AND PORCELAIN SCULP

005311210 United States Intent To NATIONAL C

MARK: WE ARE NOT ALONE

APPLN NO: 75/328567

APPLN DATE: 21JL1997

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 6, 21 IN 28

GOODS: PEWTER SCULPTURES (CL 6); PLATES (CL 21); DIE-CAST MODELS OF VEHICLES (CL 28)

005311210 United States Intent To NATIONAL C 002

MARK: WE ARE NOT ALONE

APPLN NO: 75/442078

APPLN DATE: 27FE1998

REG NO:

NEXT RENEWAL DATE:

ORIGINAL REG DATE:

CURRENT RECORDED OWNER: FRANKLIN MINT COMPANY

CLASSES: IN 14, 28

GOODS: JEWELRY AND WATCHES (CL 14); DOLLS (CL 28)

EXHIBIT B
TO
TRADEMARK SECURITY AGREEMENT

LIST OF LICENSES

1. Trademark Licensing Agreement, dated as of March 26, 1985, between Franklin Mint Company and The Franklin Mint Trading Corp. (pursuant to which Franklin Mint Company licensed to The Franklin Mint Trading Corp. and permitted The Franklin Mint Trading Corp. to sublicense to all of its subsidiaries all trademarks registered by Franklin Mint Company throughout the world, excluding Australia and New Zealand).
2. Trademark Licensing Agreement, dated as of March 26, 1985, between The Franklin Mint Trading Corp. and Franklin Mint GmbH.
3. Trademark Licensing Agreement, dated as of March 26, 1985, between The Franklin Mint Trading Corp. and Franklin Mint Co., Ltd.
4. Trademark Licensing Agreement, dated as of March 26, 1985, between The Franklin Mint Trading Corp. and Franklin Mint AG.
5. Trademark Licensing Agreement, dated as of March 26, 1985, between The Franklin Mint Trading Corp. and Franklin Mint GesmbH.
6. Trademark Licensing Agreement, dated as of March 26, 1985, between The Franklin Mint Trading Corp. and Franklin Mint Inc. (formerly Franklin Mint (1985) Inc.)
7. Trademark Licensing Agreement, dated as of March 26, 1985, between The Franklin Mint Trading Corp. and Franklin Mint A/S.
8. Trademark Licensing Agreement, dated as of January 1, 1987, between The Franklin Mint Trading Corp. and Franklin Mint Limited.
9. Trademark Licensing Agreement, dated as of December 18, 1985, between Franklin Mint Company and Franklin Mint Pty. Limited (pursuant to which Franklin Mint Company licensed to Franklin Mint Pty. Limited the right to use certain of its trademarks throughout Australia).

EXHIBIT C
TO
TRADEMARK SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that FRANKLIN MINT COMPANY ("Debtor"), having an office at U.S. Route 1, Franklin Center, Pennsylvania 19091 hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION, for itself and as agent for Congress Financial Corporation (Canada) (in such capacity, "Secured Party"), and each of its officers, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is

irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: as of October 29, 1999

FRANKLIN MINT COMPANY

By: Roll International Corporation, its managing
general partner

By: _____

Title: _____

C-2

STATE OF NEW YORK)
) ss.:
COUNTY OF NEW YORK)

On this 29th day of October, 1999, before me personally came _____, to me known, who being duly sworn, did depose and say, that he is the _____ of Roll International Corporation, a Delaware corporation and a general partner of the general partnership described in and which executed the foregoing instrument on behalf of said general partnership; and that he signed his name thereto by order of the Board of Directors of said corporation.

Notary Public