

1111)
12/27/99

RECORD
TRADE

RECEIVED SHEET
01-24-2000

Docket No.:
4329-G-3



101251077

original documents or copy thereof.

RECEIVED
DEPT. OF COMMERCE
DEC 27 AM 11:35
APPROPRIATE FINANCE

Tab settings → → → ▼ ▼
To the Honorable Commissioner of Patents and T

1. Name of conveying party(ies):

HOUSE OF LLOYD SALES, LLC

 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware (LLC)
 Other _____
Additional names(s) of conveying party(ies) Yes No

2. Name and address of receiving party(ies):
Name: PNC Bank, National Association (As Agent)
Internal Address: _____
Street Address: Two Tower Center
City: East Brunswick State: NJ ZIP: 08816
 Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State _____
 Other _____
If assignee is not domiciled in the United States, a domestic designation is Yes No
(Designations must be a separate document from Additional name(s) & address(es) Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: November 11, 1999

4. Application number(s) or registration numbers(s):
A. Trademark Application No.(s)
See schedule attached
Additional numbers Yes No

B. Trademark Registration No.(s)
See schedule attached

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Ronald E. Brown
Internal Address: Kane, Dalsimer, Sullivan and Levy, LLP
Street Address: 711 Third Avenue
20th Floor
City: New York State: NY ZIP: 10017

6. Total number of applications and registrations involved: 24
7. Total fee (37 CFR 3.41): \$ 615
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
11-0215

01/21/2000 TTON11 00000174 1593524
01 FC:481 40.00 OP
02 FC:482 575.00 OP

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.
Ronald E. Brown Name of Person Signing
Ronald E. Brown Signature
Dec. 22, 1999 Date

SCHEDULE

U.S. Registration No.:

1,593,524	1,945,130	1,551,439
1,377,642	1,623,045	1,561,642
1,249,395	1,875,660	1,621,708
1,597,899	1,331,706	1,243,281
1,494,660	2,209,165	2,252,538
2,256,425	2,288,841	

U.S. Trademark Applications:

75/600,410	75/574,294	75/520,094
75/520,098	75/600,420	75/600,415
75/600,416		

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement"), dated as of November 17, 1999 is between House of Lloyd Sales, LLC, a Delaware limited liability company (herein referred to as "Grantor") and PNC Bank, National Association, as Agent (in such capacity, together with its successors in such capacity, the "Grantee") for the lenders from time to time party to the Credit Agreement (as hereinafter defined). Capitalized terms used and not otherwise defined herein shall have the meaning specified in the Credit Agreement.

WHEREAS, Grantor owns the Marks (as hereinafter defined) listed on Schedule 1 annexed hereto;

WHEREAS, Grantor, certain lenders (the "Lenders"), and Grantee are parties to a Revolving Credit, Term Loan and Security Agreement of even date herewith (as amended, modified or supplemented from time to time, the "Credit Agreement");

WHEREAS, pursuant to the terms of the Credit Agreement, Grantor has granted to Grantee for the ratable benefit of such Lenders, a security interest in substantially all the assets of the Grantor including all right, title and interest of Grantor in, to and under all Grantor's Marks, whether presently existing or hereafter arising or acquired, together with the goodwill of the business symbolized by the Marks and the applications therefor and the registrations thereof, and all products and proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement or dilution thereof or injury to the associated goodwill, to secure the payment of all amounts owing under the Credit Agreement and the other Obligations;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter arising or acquired:

(i) each United States or foreign trademark, service mark and trade name now held or hereafter acquired by Grantor, including any registration or application for registration of any trademarks and service marks now held or hereafter acquired by Grantor, which are registered in the United States Patent and Trademark Office or the equivalent thereof in any State of the United States or in any foreign country, as well as any unregistered marks used by Grantor, and any trade dress including logos, designs, company names, business names, fictitious business names and other business identifiers used by Grantor in the United States or any foreign country (collectively, the "Marks"), including, without limitation, each Mark referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Mark; and

(ii) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future

infringement or dilution of any Mark including, without limitation, any Mark referred to in Schedule 1 annexed hereto, or for injury to the goodwill associated with any Mark.

This security interest is granted in conjunction with the security interests granted to the Grantee pursuant to the Credit Agreement. Grantor does hereby further acknowledge and affirm that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Credit Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Subject to the terms and provisions of the following paragraph, on the Termination Date (as defined below), this Agreement shall terminate (provided that any indemnities set forth herein shall survive any such termination) and Grantee, at the request and expense of Grantor, will execute and deliver to Grantor a proper instrument or instruments acknowledging the satisfaction and termination of this Agreement as provided above and releasing the lien on the Trademark Collateral, and will duly assign, transfer and deliver to Grantor (without recourse and without any representation or warranty) such of the Trademark Collateral as may be in the possession of Grantee and as has not theretofore been sold or otherwise applied or released pursuant to this Agreement, together with all cash in respect of the Trademark Collateral at the time held by Grantee hereunder. As used in this Agreement, "Termination Date" shall mean the date upon which no Note under the Credit Agreement is outstanding and all other Obligations have been paid in full (other than arising from indemnities for which no request has been made) and the Credit Agreement has been terminated.

This Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

In the event of any express conflict between the terms of this Agreement and the Credit Agreement, the terms of the Credit Agreement shall govern and prevail.

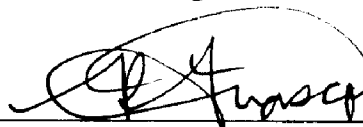
* * *

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its officer thereunto duly authorized as of the 17th day of November, 1999.

HOUSE OF LLOYD SALES, LLC

By: House of Lloyd Management, LLC,
its Manager

By:



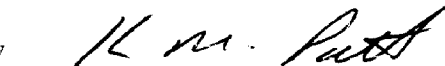
Name: Archer Anasco

Title: Secretary

Acknowledged:

PNC Bank, National Association,
as Collateral Agent

By



Name: Kevin M. Patton

Title: Vice President

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

On the 17th day of November, 1999, before me personally came Archer Anasco, to me personally known to be the person described in and who executed the foregoing instrument as Secretary of House of Lloyd Sales, LLC, who being by me duly sworn, did depose and say that he is a Secretary of House of Lloyd Sales, LLC, the limited liability company described in and which executed the foregoing instrument; that he knows the seal of said limited liability company; that the seal affixed to said instrument is such limited liability company seal; that the said instrument was signed and seal on behalf of said limited liability company by order of its members; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said limited liability company.

Notary Public

Patricia A. Pisano

My commission expires:

PATRICIA A. PISANO
Notary Public, State of New York
No. 01PI6017323
Qualified in New York County
Commission Expires December 14, 2000

Schedule 1 to Trademark Security Agreement

350355.7
02764-00005

TRADEMARK
REEL: 002010 FRAME: 0723

TRADEMARKS

A. U.S. Trademark Registrations:

Mark	Class	Registration Number	Registration Granted	8 & 15 / Renewal Due Date
ARMCHAIR SHOPPER	42	1,593,524	04/24/90	10/24/99 - 04/24/00
COOKIN'	42	1,945,130	01/02/96	01/02/01 - 01/02/02
CHRISTMAS AROUND THE WORLD	42	1,551,439	08/08/89	02/08/09 - 08/08/09
CHRISTMAS AROUND THE WORLD and Design	41	1,377,642	01/07/86	07/07/05 - 01/07/06
DECOR & MORE EXCLUSIVELY BY HOUSE OF LLOYD and Design	42	1,800,277	10/19/93	10/19/98 - 10/19/99 abandoned per client
DECOR & MORE (words only)	42	1,682,277	04/07/92	04/07/97 - 04/07/98 abandoned per client
HOUSE OF LLOYD	42	1,623,045	11/13/90	05/13/00 - 11/13/00
HOUSE OF LLOYD (words only)	42	1,561,642	10/17/89	04/17/09 - 10/17/09
HOUSE OF LLOYD (words only)	42	1,249,395	08/23/83	02/23/03 - 08/23/03
NAVIDAD ALREDEDORE DEL MUNDO	42	1,875,660	01/24/95	01/24/00 - 01/24/01
LLOYDS and Design	42	1,621,708	11/06/90	05/06/00 - 11/06/00
LLOYDS (words only)	42	1,597,899	05/22/90	11/22/99 - 05/22/00
ROBO-PIC	7	1,331,706	04/23/85	10/23/04 - 04/23/05
SANTA'S SURPLUS and Design	42	1,243,281	06/21/83	12/21/02 - 06/21/03
SHOP ON YOUR SEAT . . . INSTEAD OF YOUR FEET!	42	1,494,660	06/28/88	12/28/07 - 06/28/08
CELEBRATING LIFE'S MOST CHERISHED MOMENTS	42	2,209,165	12/08/98	12/08/03 - 12/08/04
LLOYDS AND DESIGN	42	75/328,149 2,252,538	06/21/97 06/15/99	06/15/04-06/15/05
HOUSE OF LLOYD	35	75/328,336 2,256,425	07/21/97 06/29/99	06/29/04-06/29/05
GIFTS BY HOUSE OF LLOYD	35	75/520,099 2,288,841	07/16/98	published for opposition 8/3/99

B. Pending U.S. Trademark Applications:

Mark	Class	Serial Number	Filing Date	Status
CELEBRATING LIFE'S MOST CHERISHED MOMENTS	35	75/600,410	12/07/98	awaiting action from PTO
GIFT GALLERY	36	75/574,294	10/21/98	awaiting action from PTO
NATURE SOURCE	36	75/520,094	07/16/98	notice of allowance 5/3/99
REFLECTIONS FUND RAISER	36	75/520,098	07/16/98	approved for publication 9/23/99
CELEBRATING LIFE'S MOST CHERISHED MOMENTS	16	75/600,420	12/07/98	amendment due 01/06/00
CELEBRATING LIFE'S MOST CHERISHED MOMENTS	36	75/600,415	12/07/98	published for opposition 8/24/99
COOKIN' THE AMERICAN WAY	35	75/600,416	12/07/98	published for opposition 9/7/99

C. Canadian Trademark Registrations:

Mark	Class	Registration Number	Registration Date	Renewal Date
COOKIN'		085544500	05/05/99	11/05/13 - 05/05/14
GIFTS BY HOUSE OF LLOYD		855,472	05/04/99	11/04/13 - 05/04/14
CHRISTMAS AROUND THE WORLD		069028000	12/03/93	12/03/08
HOUSE OF LLOYD		TMA432,972	09/09/94	03/09/09 - 09/09/09
DECOR & MORE		418,517	10/22/93	

D. Japanese Trademark Registrations:

Mark	Class	Registration Number	Registration Date	Renewal Date
HOUSE OF LLOYD	17	2,377,803	02/28/92	08/28/01 - 02/28/02
HOUSE OF LLOYD	19	2,317,601	06/28/91	12/28/00 - 06/28/01
HOUSE OF LLOYD	20	2,381,442	02/28/02	08/28/01 - 02/28/02
HOUSE OF LLOYD	21	2,328,581	08/30/91	02/28/01 - 08/30/01
HOUSE OF LLOYD	24	2,349,351	11/29/91	05/29/01 - 11/29/01
HOUSE OF LLOYD	25	2,381,443	02/28/92	08/28/01 - 02/28/02
HOUSE OF LLOYD	26	2,377,804	02/28/92	08/28/01 - 02/28/02
HOUSE OF LLOYD	33	2,391,043	03/31/92	09/30/01 - 03/31/02
HOUSE OF LLOYD (words only)	11	2,414,430	05/29/92	11/30/01 - 05/09/02

E. Mexican Trademark Registrations:

Mark	Class	Registration Number	Registration Date	Renewal Date
COOKIN'	42	566,814	12/15/97	12/15/00
GIFTS BY HOUSE OF LLOYD	42	525,272	07/05/96	04/22/06
DECOR & MORE	42	439,921	08/18/93	11/28/01
HOUSE OF LLOYD	42	430,330	01/28/93	11/28/01
CHRISTMAS AROUND THE WORLD	42	419,287	08/05/92	05/28/04 - 11/28/01
NAVIDAD ALREDEDOR DEL MUNDO	42	362,747	02/04/99	02/04/09