

MFD WREC 3.27.

04-24-2000

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To the Honorable Commissioner of Pat

ched original documents or copy thereof.

1. Name of conveying party(ies):

Maplewood LF Investors, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company

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

2. Name and address of receiving party(ies)

Name: Harris Trust and Savings Bank

Internal Address: _____

Street Address: 111 West Monroe Street

City: Chicago State: IL ZIP: 60603

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

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

(Designations must be a separate document from assignment)

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other Trademark Collateral Agreement
- Merger
- Change of Name

Execution Date: March 15, 2000

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

A. Trademark Application No.(s)

See Schedule A-1

B. Trademark Registration No.(s)

See Schedule A-1

Additional numbers attached? Yes No

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

Name: _____

Internal Address: _____

~~FEDERAL RESEARCH CORP~~

~~400 SEVENTH STREET NW~~

Street Address: SUITE 101

WASHINGTON DC 20004

City: _____ State: _____ ZIP: _____

04/24/2000 JSHABRZZ 00000050 2322997

6. Total number of applications and registrations involved: _____

5

7. Total fee (37 CFR 3.41).....\$ 140⁰⁰

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

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

01 FC:481
02 FC:482

40.00 OP
100.00 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.

Gregory T. Pealer

Name of Person Signing

[Signature]

Signature

March 17, 2000

Date

Total number of pages including cover sheet, attachments, and document: 7

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patents & Trademarks, Box Assignments

Washington, D.C. 20231

TRADEMARK

REEL: 002057 FRAME: 0784

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

**REGISTERED TRADEMARKS
AND TRADEMARK APPLICATIONS**

FEDERAL TRADEMARK REGISTRATIONS

MARKS	REG. NO.	GRANTED
Picture Frame Placecards	2322997	February 29, 2000

PENDING FEDERAL TRADEMARK APPLICATIONS

MARK	SERIAL NO.	FILED
Photo Keepsake	75-589153	June 29, 1999

COMMON LAW MARKS AND TRADE NAMES

**REGISTERED STATE TRADEMARKS
AND TRADEMARK APPLICATIONS**

**REGISTERED FOREIGN TRADEMARKS
AND TRADEMARK APPLICATIONS**

**SCHEDULE A-2
TO TRADEMARK COLLATERAL AGREEMENT**

TRADEMARK LICENSES

MARKS	REG. NO.	GRANTED
Beverly Clark	2262834	July 20, 1999
Beverly Clark	2262613	July 20, 1999
Special Touches & Unique Ideas	2256877	June 29, 1999

TRADEMARK COLLATERAL AGREEMENT

This 15th day of March, 2000, Maplewood LF Investors, LLC, a Delaware limited liability company ("*Debtor*") with its principal place of business and mailing address at 1120 Mark Avenue, Carpinteria, California 93013, in consideration of ten dollars (\$10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, assigns, mortgages and pledges to Harris Trust and Savings Bank, an Illinois banking corporation with its mailing address at 111 West Monroe Street, Chicago, Illinois 60690, and its successors and assigns ("*Secured Party*"), and grants to Secured Party a continuing security interest in, the following property:

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

(ii) Each trademark license listed on Schedule A-2 hereto and all royalties and other sums due or to become due under or in respect of each such trademark license, together with the right to sue for and collect all such royalties and other sums; and

(iii) All proceeds of the foregoing, including without limitation any claim by Debtor against third parties for damages by reason of past, present or future infringement of any trademark or trademark registration listed on Schedule A-1 hereto or of any trademark licensed under a trademark license listed on Schedule A-2 or by reason of injury to the goodwill associated with any such trademark, trademark registration or trademark license, in each case together with the right to sue for and collect said damages;

to secure performance of all Obligations of Debtor as set out in a Security Agreement bearing even date herewith between Debtor and Secured Party (the "*Security Agreement*").

Notwithstanding anything herein to the contrary, this Trademark Collateral Agreement shall not operate as a sale, transfer, conveyance or other assignment to Secured Party of any applications by Debtor for a Trademark that is based on an intent to use the same, if and for so long as such application is pending without a Statement of Use having been filed and accepted (such pending applications which are based on intent to use being hereinafter referred to collectively as "*Intent-To-Use Applications*"), but rather, if and so long as Debtor's Intent-To-Use Application is pending without a statement of use having been filed and accepted, then this Trademark Collateral Agreement shall operate only to create a security interest for collateral purposes in favor of Secured Party on such Intent-To-Use Application as collateral security for the Obligations. When a Statement of Use is filed and accepted by the Trademark Office, then that application shall cease to be partly exempted from this Agreement.

Debtor does hereby further acknowledge and affirm that the rights and remedies of the Secured Party with respect to the assignment, mortgage, pledge, and security interest in the

trademarks, trademark registrations, trademark applications, and trademark licenses made and granted hereby are more fully set forth in the Security Agreement of even date herewith.

IN WITNESS WHEREOF, Debtor has caused this Trademark Collateral Agreement to be duly executed as of the date and year last above written.

(CORPORATE SEAL)

MAPLEWOOD LF INVESTORS, LLC

ATTEST:

Ned Jessen

Its Secretary

Ned Jessen

(Type or Print Name)

By: *Earl L. Frigo*
Its: President

Earl L. Frigo

(Type or Print Name)

HARRIS TRUST AND SAVINGS BANK

By *William J. Kane*
Its Vice President

William J. Kane

(Type or Print Name)

STATE OF ILLINOIS)
) SS
COUNTY OF COOK)

I, Jeffrey A. Cote a Notary Public in and for said County, in the State aforesaid, do hereby certify that Gail L. Frigo, President of Maplewood LF Investors, LLC, a Delaware limited liability company, and Ned Jessen, Secretary of said limited liability company, who are personally known to me to be the same persons whose names are subscribed to the foregoing instrument as such President and Secretary, respectively, appeared before me this day in person and acknowledged that they signed and delivered the said instrument as their own free and voluntary act and as the free and voluntary act and deed of said limited liability company for the uses and purposes therein set forth; and the said Secretary then and there acknowledged that he, as custodian of the corporate seal of said limited liability company, did affix the corporate seal of said limited liability company to said instrument as his own free and voluntary act and as the free and voluntary act of said limited liability company, for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15 day of March, 2000.



(NOTARIAL SEAL)

Jeffrey A. Cote
Notary Public

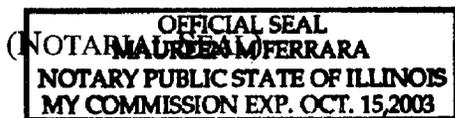
My Commission Expires:
March 29, 2003

Jeffrey A. Cote
(Type or Print Name)

STATE OF Illinois)
) SS
COUNTY OF Cook)

I, Maureen M. Ferrara, a Notary Public in and for said County, in the State aforesaid, do hereby certify that William J. Kant, Vice President of Harris Trust and Savings Bank, an Illinois banking corporation, who is personally known to me to be the same person whose name is subscribed to the foregoing instrument as such Vice President, appeared before me this day in person and acknowledged that he signed and delivered the said instrument as his own free and voluntary act and as the free and voluntary act and deed of said corporation for the uses and purposes therein set forth.

Given under my hand and notarial seal, this 15th day of March, 2000.



Maureen M. Ferrara
Notary Public

My Commission Expires:

Maureen M. Ferrara
(Type or Print Name)

10-15-03