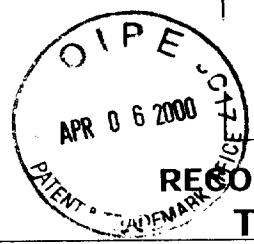


4-6-00

FORM PTO-1618A
Expires 06/30/99
OMB 0651-0027

05-02-2000

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK



101341046

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		Conveyance Type	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year _____
		<input type="checkbox"/> Merger	
		<input type="checkbox"/> Change of Name	
		<input type="checkbox"/> Other _____	

Conveying Party Mark if additional names of conveying parties attached

Name: Fullerton Corporation Execution Date
Month Day Year
12 03 99

Formerly: _____

Individual General Partnership Limited Partnership Corporation Association

Other: _____

Citizenship/State of Incorporation/Organization: DE

Receiving Party Mark if additional names of receiving parties attached

Name: BankBoston Retail Finance Inc.

DBA/AKA/TA: _____

Composed of: _____

Address (line 1): 40 Broad Street

Address (line 2): _____

Address (line 3): Boston MA 02109
City State/Country Zip Code

Individual General Partnership Limited Partnership Corporation Association

Other: _____

Citizenship/State of Incorporation/Organization: DE

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.)

05/01/2000 DCOATES 00000101 75737827

01 FC:481 40.00 OP
02 FC:482 450.00 OP

FOR OFFICE USE ONLY

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: 002064 FRAME: 0072

Domestic Representative Name and Address

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

Correspondent Name and Address

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

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

Trademark Application Number(s) or Registration Number(s) Mark if additional numbers attached
 Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

Trademark Application Number(s)			Registration Number(s)		
<input type="text" value="75/437,827"/>	<input type="text" value="75/609,942"/>	<input type="text"/>	<input type="text" value="1,483,968"/>	<input type="text" value="1,704,393"/>	<input type="text" value="1,747,755"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,805,685"/>	<input type="text" value="1,893,061"/>	<input type="text" value="1,899,408"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="1,926,034"/>	<input type="text" value="2,017,509"/>	<input type="text" value="2,021,742"/>

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

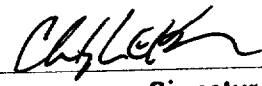
Deposit Account (Enter for payment by deposit account or if additional fees can be charged to the account.) #

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.

Christopher E. Kondracki  6 April 2000

Name of Person Signing Signature Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 08/30/99
OMB 0651-0027

U.S. Department of Commerce
Patent and Trademark Office
TRADEMARK

Conveying Party

Enter Additional Conveying Party

Mark if additional names of conveying parties attached

Execution Date
Month Day Year

Name

Formerly

Individual General Partnership Limited Partnership Corporation Association

Other

Citizenship State of Incorporation/Organization

Receiving Party

Enter Additional Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)
City State/Country Zip Code

Individual General Partnership Limited Partnership

Corporation Association

Other

Citizenship/State of Incorporation/Organization

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

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)

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2,025,634	2,072,732	2,088,786
2,156,599	2,195,606	2,220,190
2,274,226	2,286,605	
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3
4 **TRADEMARK AND TRADEMARK**
5 **APPLICATIONS SECURITY AGREEMENT**

BankBoston Retail Finance Inc.
AGENT

6
7
8
9
10 December 3, 1999

11
12
13 THIS AGREEMENT is made between

14
15 BankBoston Retail Finance Inc. (in such capacity, the "**Agent**"), a
16 Delaware corporation with offices at 40 Broad Street, Boston, Massachusetts
17 02109, as agent for a syndicate of revolving credit lenders (the "**Revolving**
18 **Credit Lenders**")

19
20 and

21
22 Fullerton Corporation (hereinafter, the "**Subsidiary**"), a Delaware
23 corporation with its principal executive offices at 3345 Michelson Drive, Irvine,
24 California 92612

25
26 in consideration of the mutual covenants contained herein and benefits to be derived
27 herefrom,

28 **WITNESSETH:**

29
30 1. **BACKGROUND:** The Agent and HomeBase, Inc., as Lead Borrower on behalf of
31 itself, HomeClub, Inc. and HomeClub, Inc. of Texas (collectively, the "Borrower") have entered in a certain
32 Loan and Security Agreement of even date (as such agreement may be modified, supplemented,
33 amended or restated from time to time, hereinafter, the "**Loan Agreement**") pursuant to which a credit
34 facility has been established in favor of the Borrower. (Terms used herein which are defined in the Loan
35 Agreement are used as so defined).

36
37 2. **GRANT OF SECURITY INTEREST:** To secure the Liabilities, the Subsidiary hereby
38 creates a security interest in favor of the Agent (for the ratable benefit of the Agent and the Revolving
39 Credit Lenders), with power of sale (which power of sale shall be exercisable only if an Event of Default
40 has occurred and is continuing) in and to the following and all proceeds thereof (collectively, the "**TM**
41 **Collateral**");

..December 2, 1999..

..1..

1 (a) All of the Subsidiary's now owned or existing or hereafter acquired or arising
2 trademarks, trademark applications, service marks, registered service marks and service mark
3 applications including, without limitation, those listed on **EXHIBIT A** annexed hereto and made a part
4 hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark
5 applications, service marks, registered service marks, and service mark applications.

6 (b) All renewals of any of the foregoing.

7 (c) All income, royalties, damages and payments now and hereafter due and/or
8 payable under and with respect to any of the foregoing, including, without limitation, payments under all
9 licenses entered into in connection therewith and damages and payments for past or future infringements
10 or dilutions thereof.

11 (d) The right to sue for past, present and future infringements and dilutions of any of
12 the foregoing.

13 (e) All of Subsidiary's rights corresponding to any of the foregoing throughout the
14 world.

15
16 3. **PROTECTION OF MARKS BY SUBSIDIARY:** The Subsidiary shall undertake
17 the following with respect to each items respectively described in Sections 2(a) and 2(b) (collectively, the
18 "**Marks**"), except for Marks that are no longer useful or valuable in the conduct of the Subsidiary's
19 business:

20 (a) Pay all renewal fees and other fees and costs associated with maintaining the
21 Marks and with the processing of the Marks.

22 (b) At the Subsidiary's sole cost, expense, and risk, pursue the prompt, diligent,
23 processing of each Application for Registration which is the subject of the security interest created herein
24 and not abandon or delay any such efforts.

25 (c) At the Subsidiary's sole cost, expense, and risk, take any and all action which
26 Subsidiary deems desirable to protect the Marks, including, without limitation, but subject to Subsidiary's
27 discretion, the prosecution and defense of infringement actions.

28
29 4. **SUBSIDIARY'S REPRESENTATIONS AND WARRANTIES:** The Subsidiary
30 represents and warrants that:

31 (a) **EXHIBIT A** includes all of the registered trademarks, Federal trademark
32 applications, registered service marks and Federal service mark applications now owned by the
33 Subsidiary.

34 (b) All TM Collateral is and shall remain, free and clear of all liens, Encumbrances, or

1 security interests to any Person other than to the Agent.

2 (c) The Subsidiary shall give the Agent written notice (with reasonable detail) within
3 Ten (10) days following the occurrence of any of the following:

4 (i) The Subsidiary's obtaining rights to, and filing applications for registration
5 of, any new trademarks, or service marks, or otherwise acquires ownership of any newly
6 registered trademarks, registered service marks, trademark applications, or service mark
7 applications, (other than the Subsidiary's right to sell products containing the trademarks of others
8 in the ordinary course of Subsidiary's business).

9 (ii) The Subsidiary's becoming entitled to the benefit of any registered
10 trademarks, trademark applications, trademark licenses, trademark license renewals, registered
11 service marks, service mark applications, service mark licenses or service mark license renewals
12 whether as licensee or licensor (other than Subsidiary's right to sell products containing the
13 trademarks of others in the ordinary course of Subsidiary's business).

14 (iii) The Subsidiary's entering into any new trademark license agreement or
15 service mark license agreement.
16

17 **5 AGREEMENT APPLIES TO FUTURE MARKS:**

18 (a) The provisions of this Security Agreement shall automatically apply to any such
19 additional property or rights described in 4(c), above, all of which shall be deemed to be and treated as
20 "Marks" within the meaning of this TM Security Agreement.

21 (b) The Subsidiary hereby authorizes the Agent to take all such action to protect the
22 Agent's interest in and concerning any future registered trademarks, trademark applications, registered
23 service marks and service mark applications, written notice of which is so given, *provided, however*, the
24 Agent's taking of such action shall not be a condition to the creation or perfection of the security interest
25 created hereby.
26

27 **6. SUBSIDIARY'S RIGHTS TO ENFORCE MARKS:** Prior to the Agent's giving of
28 notice to the Subsidiary following the occurrence of an Event of Default, the Subsidiary shall have the
29 exclusive right to sue for past, present and future infringement of the Marks including the right to seek
30 injunctions and/or money damages, in an effort by Subsidiary to protect the Marks against encroachment
31 by third parties, *provided, however*.

32 (a) Any money damages awarded or received by the Subsidiary on account of such
33 suit (or the threat of such suit) shall constitute TM Collateral.

34 (b) If an Event of Default has occurred and is continuing, the Agent, by notice to the

1 Subsidiary may terminate or limit the Subsidiary's rights under this Section 6.

2
3 **7. AGENT'S ACTIONS TO PROTECT MARKS:** If

4 (a) the Subsidiary fails, within Five (5) days of written notice from the Agent, to cure
5 any failure by the Subsidiary to perform any of the Subsidiary's obligations set forth in Section 3;
6 and/or

7 (b) an Event of Default occurs and is continuing,
8 the Agent, acting in its own name or in that of the Subsidiary, may (but shall not be required to) act in the
9 Subsidiary's place and stead and/or in the Agents' own right in connection therewith.

10
11 **8. RIGHTS UPON DEFAULT:** If an Event of Default occurs and is continuing, the Agent
12 may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code
13 as adopted in Massachusetts (Massachusetts General Laws, Chapter 106), with respect to the Marks, in
14 addition to which the Agent may sell, license, assign, transfer, or otherwise dispose of the Marks. Any
15 person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has
16 occurred and is continuing and that the Agent is authorized to exercise such rights and remedies.

17
18 **9. AGENT AS ATTORNEY IN FACT:**

19 (a) The Subsidiary hereby irrevocably constitutes and designates the Agent as and
20 for the Subsidiary's attorney in fact, effective if an Event of Default has occurred and is continuing:

21 (i) To exercise any of the rights and powers referenced in Sections 3 and
22 5(b).

23 (ii) To execute all such instruments, documents, and papers as the Agent
24 determines to be appropriate in connection with the exercise of such rights and remedies and to
25 cause the sale, license, assignment, transfer, or other disposition of the Marks.

26 (b) The within grant of a power of attorney, being coupled with an interest, shall be
27 irrevocable until this Agreement is terminated by a duly authorized officer of the Agent.

28 (c) The Agent shall not be obligated to do any of the acts or to exercise any of the
29 powers authorized by Section 9(a) herein, but if the Agent elects to do any such act or to exercise any of
30 such powers, it shall not be accountable for more than it actually receives as a result of such exercise of
31 power, and shall not be responsible to the Subsidiary for any act or omission to act except for any act or
32 omission to act as to which there is a final determination made in a judicial proceeding (in which
33 proceeding the Agent has had an opportunity to be heard) which determination includes a specific finding
34 that the subject act or omission to act had been grossly negligent or in actual bad faith.

1 10. **AGENT'S RIGHTS:**

2 (a) Any use by the Agent of the Marks, as authorized hereunder in connection with
3 the exercise of the Agent' rights and remedies under this Agreement and under the Loan Agreement shall
4 be coextensive with the Subsidiary's rights thereunder and with respect thereto and without any liability for
5 royalties or other related charges.

6 (b) None of this Agreement, the Loan Agreement, or any act, omission, or
7 circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent
8 any rights in and to the Marks, which rights are effective except following the occurrence of any Event of
9 Default.

10
11 11. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed

12 instrument and that all rights and obligations hereunder, including matters of construction, validity, and
13 performance, shall be governed by the laws of The Commonwealth of Massachusetts.

14
15 IN WITNESS WHEREOF, the Subsidiary and the Agent respectively have caused this Agreement
16 to be executed by their respective duly authorized officers as of the date first above written.

17
18 FULLERTON CORPORATION
19 (The "Subsidiary")

BANKBOSTON RETAIL FINANCE INC.
(The " Agent")

20
21 By *William Langsdorf*
22
23 Name *WILLIAM LANGSDORF*
24
25 Title *VP/CFO*
26
27

By.....
Name.....
Title.....

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10. **AGENT'S RIGHTS:**

(a) Any use by the Agent of the Marks, as authorized hereunder in connection with the exercise of the Agent's rights and remedies under this Agreement and under the Loan Agreement shall be coextensive with the Borrower's rights thereunder and with respect thereto and without any liability for royalties or other related charges.

(b) None of this Agreement, the Loan Agreement, or any act, omission, or circumstance taken or arising hereunder may be construed as directly or indirectly conveying to the Agent any rights in and to the Marks, which rights are effective except following the occurrence of any Event of Default.

11. **CHOICE OF LAWS:** It is intended that this Agreement take effect as a sealed

instrument and that all rights and obligations hereunder, including matters of construction, validity, and performance, shall be governed by the laws of The Commonwealth of Massachusetts.

IN WITNESS WHEREOF, the Borrower and the Agent respectively have caused this Agreement to be executed by their respective duly authorized officers as of the date first above written.

HOMEBASE, INC.
(The "Borrower")

BANKBOSTON RETAIL FINANCE INC.
(The "Agent")

By: *William Langsdorf*

By: *JM MURRAY*

Name: *WILLIAM LANGSDORF*

Name: *J.M. MURRAY*

Title: *EVPI/CFD*

Title: *MJ*

..December 2, 1999..

..5..

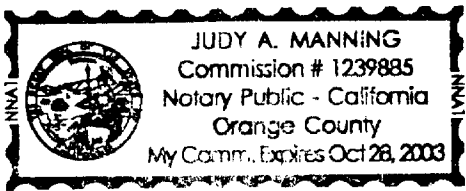
1 STATE OF CALIFORNIA
2 COUNTY OF ~~LOS ANGELES~~
3 *Orange County*

ss.

4 On *Dec 2*, 1999, before me *Judy A. Manning* a notary public, personally
5 appeared *William Langford* personally known to me, or proved to me on the basis of
6 satisfactory evidence, to be the person(s) whose name(s) is / are subscribed to the
7 within instrument and acknowledged to me that he/she/they executed the same in
8 his/her/their authorized capacity(ies), and that by his/her/signature(s) on the instrument
9 the person(s), or the entity on behalf of which the person(s) acted, executed the
10 instrument.

11
12 Witness my hand and official seal.

13
14 Signature: *Judy A. Manning*



15
16
17
18 (This area for official notarial seal)

19
20 Title of Document: *Trademark and Trademark Applications*
Security Agreement
21
22 Date of Document: *—* No. of Pages: *5*
23
24 Other Signatures Not Acknowledged
25

..December 2, 1999..

..6..

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..December 2, 1999..

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15

THE ~~Common~~ OF Massachusetts
COUNTY OF Suffolk

Then personally appeared before me Michael Murray, who acknowledged that such person is the duly authorized Man. Director of BankBoston Retail Finance Inc. and that such person executed the foregoing instrument on its behalf.

Witness my hand and seal this 2nd day of December, 1999

Erany Inel

, Notary Public
My Commission Expires:

10/15/2004

..December 2, 1999..

..8..

EXHIBIT A

Trademark/Service Mark Registrations of Fullerton Corporation

Trademark/Service Mark	U.S. Registration No.	Reg. Date
PERFORMANCE TOUGH	1,483,968	04/12/88
HOMEBASE	1,704,393	07/28/92
GALLERIA	1,747,755	01/19/93
INFINITY	1,805,685	11/23/93
VALENCIA	1,893,061	05/09/95
LA BASE DEL HOGAR	1,899,408	06/13/95
READY TO HELP	1,926,034	10/10/95
GALLERIA	2,017,509	11/19/96
STRICTLY BUSINESS	2,021,742	12/10/96
HOME SPACE	2,025,634	12/24/96
THE BASE	2,072,732	06/17/97
HOME BASE AMERICA'S BEST HOME	2,088,786	08/19/97
IMPROVEMENT WAREHOUSE		
BASE BUY!	2,156,599	05/12/98
EMERALD CREEK	2,195,606	10/13/98
GALLERIA GOLD	2,220,190	01/26/99
WE'VE GOT ALL THE BASES COVERED	2,274,226	08/31/99
YOUR BUSINESS DESERVES SMART PAYMENT	2,286,605	10/12/99
SOLUTIONS		

Trademark Applications

Trademark	U.S. Application No.	Filing Date
YOUR GREAT IDEAS. OUR SMART SOLUTIONS.	75/437,827	02/20/98
DESIGN & DECORATE	75/609,942	12/18/98