

06-08-2000



101375986

OPR/FINANCE 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
Effective Date
Month Day Year
- Merger
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

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

Receiving Party

Mark if additional names of receiving parties attached

Name

DBA/AKA/TA

Composed of

Address (line 1)

Address (line 2)

Address (line 3)

City State/Country Zip Code

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

FOR OFFICE USE ONLY

206/08/2000 DNGUYEN 00000084 2195282

01 FC:481 40.00 OP
02 FC:482 25.00 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: 002084 FRAME: 0563

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"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2195282"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>	<input type="text" value="2258535"/>	<input type="text"/>	<input type="text"/>
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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

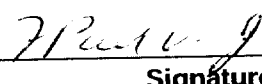
No

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.

F. PAUL VELLANO, JR., ESQ.

Name of Person Signing



Signature

MAY 15, 2000

Date Signed

**RECORDATION FORM COVER SHEET
CONTINUATION
TRADEMARKS ONLY**

FORM PTO-1618C
Expires 06/30/99
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

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City

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SECURITY AGREEMENT

In consideration of all loans, credit or other financial accommodations heretofore or hereafter extended or continued from time to time by **BSB BANK & TRUST COMPANY**, a New York banking corporation having its principal place of business located at 58-68 Exchange Street, Binghamton, New York 13902 ("Secured Party") to, or on the guaranty, endorsement or other assurance of **VICTORIA AND RICHARD MACKENZIE-CHILDS LTD.**, a New York corporation having its principal place of business located at 3260 State Route 90, Aurora, New York 13026 ("Debtor"), the Debtor hereby agrees as follows:

1. DEFINITIONS

As used in this Security Agreement:

a. "Collateral" shall mean and include (i) all personal property and fixtures of Debtor or in which Debtor has an interest of every kind, nature and description, whether now owned or hereafter acquired and wheresoever located including but not limited to A) all accounts and general intangibles (including but not limited to contract rights, contracts, tax returns and the copyrights and property attached hereto in Schedule A) B) all instruments, chattel paper, investment securities and documents, C) all equipment (including, but not limited to, machinery, furniture and vehicles) D) all inventory, E) all investment property, and F) to the extent not otherwise included, all claims, demands, rights, including but not limited to claims to insurance proceeds, tort claims, judgment claims, rights of setoff, rights to payments under letters of credit and deposit accounts, (ii) all "Instrument Collateral" as defined herein, (iii) the proceeds, products and accessions thereof and thereto and (iv) all replacements and substitutions therefor;

b. "Obligations" shall mean and include all indebtedness, liabilities, obligations (including but not limited to any obligation to pay principal, interest and all costs, expenses and attorneys' fees), covenants, promises and duties of the Debtor to Secured Party of any kind or nature, now or hereinafter incurred;

c. "Affiliate" of the Secured Party shall mean a corporation that directly or indirectly controls or is controlled by, or is under common control with, the Secured Party;

d. "Distributions" shall mean Ordinary Distributions and Extraordinary Distributions; "Ordinary Distributions" shall mean cash dividends to the extent paid out of retained earnings, and interest paid in cash, in each case with respect to all instruments constituting part of the Collateral, except to the extent that any such dividend is made in connection with a partial or total liquidation or a reduction of capital, or any such interest is penalty interest, or, in each case, to the extent the same is not in the ordinary course of business; and "Extraordinary Distribution" shall mean all dividends, interest and distributions on or in respect of and all proceeds of such instruments other than Ordinary Distributions;

e. "Guarantor" or "guarantor" shall mean any maker, drawer, acceptor, endorser, guarantor, surety, accommodation party or other person liable upon or for any of the Obligations;

f. "Instrument Collateral" shall mean all instruments and (i) all Distributions on or in respect of (i) any instruments or property which constitute Instrument Collateral by virtue of any provision of this definition and (ii) all other instruments and other property issued with respect to or in exchange for (A) such instruments or (B) any instruments or other property which constitute Instrument Collateral by virtue of any provision of this definition (whether, in either case, upon conversion of convertible securities included therein or through stock split, spin-off, reclassification, merger, consolidation, sale of assets, combination of shares or otherwise);

g. "Permitted Liens" shall mean liens which are at all times junior and inferior to the security interest of the Secured Party hereunder and which are (i) liens for taxes not yet due; (ii) other liens incurred in the ordinary course of business that do not (A) arise under the Employee Retirement Income Security Act of 1974 or (B) secure obligations which are due and payable or obligations for borrowed money; and (iii) liens consented to by the Secured Party in writing; and

h. All terms defined in Articles 1, 8 and 9 of the New York Uniform Commercial Code as in effect on the date of this Agreement (other than the term "Collateral") are used herein with the meanings therein given; such terms include but are not limited to "account", "chattel paper", "deposit account", "document", "equipment", "general intangibles", "goods", "instrument", "inventory", "investment property", "money" and "security interest".

2. **SECURITY INTEREST.** To secure the payment and performance of all of the Obligations, Debtor hereby grants and conveys to Secured Party a continuing security interest in, and assigns and pledges to it, the Collateral.

3. **RANK AND PERFECTION OF SECURITY INTEREST**

a. Debtor will not create or permit to exist, nor shall there exist, presently or hereafter, any security interest in, lien, attachment, levy or encumbrance upon, or assignment or pledge as security of, any of the Collateral, except the security interest of and assignment and pledge to Secured Party hereunder and any Permitted Liens.

b. Debtor will take all action which may be necessary or desirable, or which may be requested by Secured Party to perfect, continue, evidence, preserve, protect or validate the security interest of and assignment and pledge to Secured Party hereunder, or to enable Secured Party to exercise and enforce its rights hereunder, including, but not limited to, (i) executing and delivering one or more notices, statements, agreements or other writings, and (ii) delivering to Secured Party and stamping or otherwise marking, in such manner as Secured Party may specify, any and all chattel paper, instruments, letters and advices of credit and documents constituting part of the Collateral, in each case

endorsed or accompanied by such instruments of assignment as Secured Party may specify.

c. Debtor hereby authorizes Secured Party at its option, but without any obligation to do so, to file financing and continuation statements and amendments to financing statements, naming Debtor as debtor, with respect to any of the Collateral, without the signature of Debtor and agrees that a carbon, photographic or other reproduction of this Agreement or of a financing statement is sufficient as a financing statement.

4. COVENANTS RELATING TO COLLATERAL

Debtor covenants that:

a. It shall at all times (i) be the sole owner of each and every item of Collateral; (ii) defend the Collateral against the claims and demands of all persons; with respect to tangible property constituting part of the Collateral, (A) properly maintain and keep in good order and repair such property and (B) keep such property fully insured with responsible insurance companies acceptable to Secured Party and approved and licensed by the Superintendent of the New York State Department of Insurance against any and all such risks as such Collateral may be subject to, including but not limited to fire, theft, vandalism and loss in transit, or as Secured Party may request, under policies containing loss payable clauses naming Secured Party as loss payee as its interest may appear and otherwise in form and substance satisfactory to Secured Party and providing that: (1) all proceeds thereof shall be payable to Secured Party; (2) such insurance shall not be affected by any act or neglect of Debtor or other owner or user of the property described in such policy; and (3) such policy and loss payable clause may not be cancelled or amended; and (iii) promptly pay when due all taxes and other assessments upon the Collateral;

b. It will whether or not Secured Party shall have exercised its rights under Section 5(b) hereof, receive and hold all Distributions (other than Ordinary Distributions that Secured Party has released pursuant to the provisions of Section 5(c) hereof) and other Instrument Collateral in trust for Secured Party and not commingle the same with any of its other funds or property and immediately deliver the same to Secured Party, together with copies of all notices and other communications received by it with respect to any instruments registered in the name of Debtor constituting part of the Collateral.

5. RIGHTS PRIOR TO OCCURRENCE OF EVENT OF DEFAULT

a. At any time and from time to time, (i) Secured Party may and is hereby authorized to transfer into or register in the name of itself or its nominee any instruments or documents constituting a part of the Collateral without notice to Debtor; (ii) with respect to instruments, if any, constituting part of the Collateral, Secured Party may receive and retain all Distributions, other than Ordinary Distributions that Secured Party has released pursuant to Section 5(c); and (iii) Secured Party may in its own name or in the name of

others communicate with account debtors in order to verify to its satisfaction the existence, amount and terms of any accounts or contracts.

b. If Secured Party at any time and for any reason in its sole discretion deems itself to be insecure or deems the risk of non-payment or non-performance of any of the Obligations increased, (i) with respect to instruments, if any, constituting part of the Collateral, Secured Party may, by notice to Debtor, terminate Debtor's rights under Section 5(c) hereof (in which case Secured Party's release pursuant to such Section of any and all Ordinary Distributions shall thereupon be automatically revoked) and, in its own or Debtor's name, exercise any and all powers with respect to such instruments with the same force and effect as could Debtor; (ii) Secured Party may, without notice to Debtor, (A) if the Collateral consists in whole or in part of accounts or of other claims or rights of Debtor (including accounts, claims and rights which are Collateral by reason of their constituting proceeds), notify the account debtors with respect to such accounts, and all other persons against whom Debtor has such claims or rights, of Secured Party's rights hereunder, collect all amounts payable with respect to such accounts, claims and rights directly and apply such collections to the repayment of the Obligations in such order as it may elect; (B) in its own or Debtor's name, demand, sue for, collect or receive any money or property payable or receivable on account of or in exchange for, make any compromise or settlement with respect to, or modify any of the terms of any of the Collateral as Secured Party may in its sole discretion elect; (C) if the Collateral includes any of Debtor's accounts, receive and open mail addressed to Debtor and change the address for delivery of Debtor's mail to an address designated by Secured Party and notify the postal authorities of any such change; (D) in the name and on behalf of Debtor, endorse instruments and other evidences of payment collected or received by Secured Party on account of the Collateral; and (E) appropriate and hold, or apply (directly or by way of setoff) to the payment of the Obligations (whether or not then due), all money of Debtor then or thereafter in possession of Secured Party, all amounts representing Distributions then or thereafter in the possession of Secured Party, the balance of every deposit account (whether demand or time, matured or unmatured) of Debtor then or thereafter maintained with or assigned to Secured Party and every other claim of Debtor then or thereafter against Secured Party; and (iii) Debtor will, upon request of Secured Party, (A) receive and hold all proceeds of Collateral in trust for Secured Party and not commingle any collections with any of its other funds; (B) immediately deliver such collections to Secured Party in the identical form received; and (C) deliver to Secured Party additional property as security for, or make one or more payments on account of, the Obligations in an amount satisfactory to Secured Party.

c. Unless and until Secured Party exercises its rights under Section 5(b), Debtor may, with respect to any instruments constituting part of the Collateral, collect and receive for its own use all Ordinary Distributions and vote and give consents, ratifications and waivers with respect to such instruments except to the extent that any such would, in the sole judgment of Secured Party, detract from the value of such instruments as Collateral hereunder. From time to time upon request of Debtor, Secured Party shall deliver to Debtor suitable assignments, orders and proxies so that Debtor may receive such

Distributions and cast such votes, consents, ratifications and waivers. Each such request from Debtor shall constitute a representation and warranty by Debtor hereunder that there is no reason at such time for Secured Party to deem itself to be insecure or the risk of non-payment or non-performance of any of the Obligations to be increased.

d. Secured Party may obtain the appointment of a receiver of any of the Collateral upon twenty (20) days prior notice to the Debtor.

6. EVENTS OF DEFAULT

a. It shall be an Event of Default if after the expiration of any grace period, if any: (i) Debtor defaults in the payment when due of any of the Obligations; (ii) Debtor or any Guarantor defaults in the performance of any of the Obligations, or the payment of any of the Obligations is demanded in full or is accelerated pursuant to the terms and provisions of the Obligations; (iii) any representation or warranty made by Debtor to Secured Party in connection with any of the Obligations proves to have been incorrect or misleading in any material respect when made; (iv) any Guarantor challenges, or institutes any proceedings, or any proceedings are instituted, to challenge the validity, binding effect or enforceability of its guarantee with respect to any of the Obligations; (v) Debtor challenges, or institutes any proceedings, or any proceedings are instituted, to challenge the validity, binding effect or enforceability of this Agreement or any of the Obligations; (vi) Debtor or any Guarantor is dissolved, loses its franchise or charter or is a party to any merger or consolidation or sells or otherwise disposes or attempts to sell or dispose of all or substantially all of its assets without the written consent of Secured Party; (vii) Debtor creates a security interest in or lien upon any of its assets (except for Permitted Liens); (viii) Debtor or any Guarantor makes any payment on account of any indebtedness subordinated to any of the Obligations in contravention of the terms of such subordination or the Obligations; or (ix) an event occurs which in the reasonable opinion of the Secured Party adversely affects the financial condition or business of Debtor, financial or otherwise.

b. The occurrence of an Event of Default shall be conclusively presumed to have increased the risk of non-payment or non-performance of the Obligations, and Secured Party shall be conclusively presumed, thereupon, to have deemed itself to be insecure and thereupon shall have recourse to all rights and powers pursuant to this Agreement and as otherwise provided for by law.

7. RIGHTS AFTER OCCURRENCE OF EVENT OF DEFAULT

Upon the occurrence of an Event of Default and at any time or from time to time thereafter without notice:

a. In the case of any Event of Default, all of the Obligations shall automatically be and become due and payable, without any other presentment, demand, protest or notice of any kind, notwithstanding anything contrary in any other agreement.

b. Secured Party shall have no obligation to make further loans, extensions of credit or other financial accommodations to or on behalf of Debtor notwithstanding anything contrary in any other agreement.

c. Secured Party may exercise all other rights to which it is entitled to pursuant to this Agreement and Secured Party may further exercise all other rights against Debtor, any Guarantor, and/or the Collateral or any part of it, to which it is entitled pursuant to law or by the terms of any documents relating to any of the Obligations.

8. **GENERAL REPRESENTATIONS, WARRANTIES AND AGREEMENTS**

Debtor hereby represents, warrants and agrees that:

a. The execution, delivery and performance of this Security Agreement are within its powers, have been duly authorized by all required action and comply with and do not and will not contravene any law or any agreement or undertaking to which it is a party or by which it may in any way be bound;

b. Debtor will furnish Secured Party with all information concerning its business and financial condition as Secured Party may request; and

c. All information, including financial statements and projections, furnished to Secured Party at any time by or on behalf of Debtor was and will be true, complete and correct in all material respects to the extent necessary for the purpose of presenting the subject matter thereof fairly to Secured Party.

9. **EXPENSES OF DEBTOR'S DUTIES; SECURED PARTY'S RIGHTS TO PERFORM ON DEBTOR'S EXPENSES AND INDEMNIFICATION**

a. Debtor's agreements and duties hereunder shall be performed by it at its sole cost and expense.

b. If Debtor shall fail to do any act or thing which it has covenanted to do hereunder, Secured Party may, but shall not be obligated to, do the same or cause it to be done, either in its name or in the name and on behalf of Debtor and Debtor hereby irrevocably authorizes Secured Party to so act.

c. Debtor agrees to reimburse Secured Party for all costs and expenses, including attorneys' fees and disbursements, incurred, and to indemnify and hold Secured Party harmless from and against all losses suffered, by Secured Party in connection with (i) Secured Party's exercise of any right or remedy granted to it hereunder, (ii) any claim and the prosecution or defense thereof arising out of or in any way connected with this Agreement, and (iii) the collection or enforcement of the obligations or any part thereof including but not limited to this Agreement.

d. Amounts payable by Debtor under this Section 9 shall constitute part of the Obligations secured by the Collateral and shall be payable on demand.

10. **NO WAIVERS OF RIGHTS HEREUNDER; RIGHTS CUMULATIVE**

a. No delay by Secured Party in exercising any right hereunder, or under any of the other Obligations, shall operate as a waiver thereof, nor shall any single or partial exercise of any right preclude other or further exercises thereof or the exercise of any other right. No waiver or amendment or termination of this Agreement or any provision hereof or of any of the Obligations shall be enforceable against Secured Party unless it is in writing and signed by a duly authorized agent of Secured Party and unless it expressly refers to the provision affected. Any such waiver shall be limited solely to the specific event waived.

b. All rights granted Secured Party hereunder shall be cumulative and shall be supplementary of and in addition to those granted or available to Secured Party with respect to the Obligations or under applicable law and nothing herein shall be construed as limiting any such other right.

11. **ASSIGNMENT; PARTICIPATIONS**

a. Secured Party may assign any or all of the Obligations and may transfer therewith any or all of the Collateral therefor and the transferee shall have the same rights with respect thereto as had Secured Party. Upon such transfer, Secured Party shall be released from all responsibility for the Collateral so transferred.

b. Secured Party may from time to time sell or otherwise grant participations in any of the Obligations and the holder of any such participation shall, subject to the terms of any agreement between the Secured Party and such holder, be entitled to the same benefit with respect to any Collateral for the Obligations in which such holder is a participant as the Secured Party. Debtor agrees that each such holder may exercise any and all rights of banker's lien, setoff and counterclaim with respect to its participation in the Obligations as fully as though Debtor were directly indebted to such holder in the amount of such participation.

12. **CONTINUING AGREEMENT**

This Agreement and the security interest granted herein shall be a continuing agreement and shall apply to all future Obligations, notwithstanding that at any particular time all of the Obligations then outstanding shall have been paid in full.

13. **GOVERNING LAW; JURISDICTION; CERTAIN WAIVERS**

a. This Agreement shall be governed by and interpreted and enforced in accordance with the laws of the State of New York exclusive of conflict of laws rules and

public policies, and the Secured Party shall have the rights and remedies of a secured party under applicable law, including but not limited to the New York Uniform Commercial Code.

b. Debtor agrees that all actions and proceedings relating directly or indirectly to this Agreement shall be litigated in the Supreme Court of the State of New York in the County of Broome or at the Bank's option in any county where any of the Collateral is located. Debtor agrees that any such court is a convenient forum and Debtor does hereby submit and consent to the personal jurisdiction of such courts.

c. Debtor waives personal service of process and consents that service of process upon it may be made by certified or registered mail, return receipt requested, directed to Debtor at its address last specified for notices hereunder, and service so made shall be deemed completed two days after the same shall have been so mailed.

d. DEBTOR WAIVES THE RIGHT TO A TRIAL BY JURY IN ANY ACTION OR PROCEEDING BETWEEN IT AND THE SECURED PARTY AND WAIVES THE RIGHT TO ASSERT IN ANY ACTION OR PROCEEDING WITH REGARD TO THIS AGREEMENT OR ANY OF THE OBLIGATIONS, ANY OFFSETS OR COUNTERCLAIMS WHICH IT MAY HAVE.

e. The Secured Party shall not be required to take any steps necessary to preserve rights against prior or any other parties.

14. **NOTICES**

Any notice or request hereunder may be given to Debtor or to the Secured Party at their respective addresses set forth in the opening paragraph of this Agreement or at such other address as may hereafter be specified in a notice designated as a notice of change of address under this Section. Any notice or request hereunder may be given by, in the case of notices or requests to Debtor, mail, telex or telegram, and, in the case of notices to the Secured Party, by registered mail, return receipt requested, or by telex or telegram, subsequently confirmed by such registered mail. Notices and requests to Debtor shall, in the case of those by mail, telex or telegram, be deemed to have been given when deposited in the mail, first-class postage prepaid, or delivered to the telegraph office or telex operator, addressed as provided in this Section. Notices to the Secured Party shall be deemed to have been given only when actually received by the Secured Party at its address determined as provided in this Section. Any requirement under applicable law of reasonable notice by the Secured Party to Debtor of any event shall be met if notice is given to Debtor in the manner prescribed above at least one day before (A) the date of such event or (B) the date after which such event will occur.

15. **MISCELLANEOUS**

a. If this Agreement is executed by two or more entities, they shall be jointly and severally liable hereunder, and all provisions hereof regarding the Obligations or the Collateral shall apply to the Obligations and Collateral of any or all of them and the termination of this Agreement as to any one entity shall not terminate this Agreement as to any remaining entities.

b. This Agreement shall be binding upon the heirs, executors, administrators, assigns or successors of Debtor and shall inure to the benefit of and be enforceable by the Secured Party, its successors, participants, transferees and assigns.

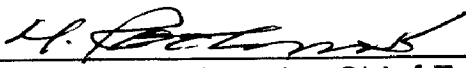
c. In this Security Agreement, words of the neuter gender shall mean and include correlative words of the masculine gender as appropriate and vice versa and words noting the singular number shall mean and include the plural number as appropriate and vice versa.

d. Any provision of this Agreement which is prohibited or unenforceable in any jurisdiction shall, as to such jurisdiction, be ineffective to the extent of such prohibition or unenforceability without invalidating the remaining provisions hereof in that jurisdiction or affecting the validity or enforceability of such provision in any other jurisdiction.

e. This Agreement and any other writings concerning the Obligations constitute the sole and exclusive writings between Secured Party and Debtor with respect to the Collateral and the Obligations and exclusively determine the rights and obligations of Secured Party and Debtor. There are no statements, agreements or representations concerning this Agreement, or the Collateral and the rights of the Secured Party herein, which do not appear in writing in this Agreement, or in the financing statements filed pursuant hereto, or in such portion of the other Obligations which are in writing and Debtor does not rely upon and has not been induced to execute and deliver this Agreement based upon any such statements, agreements or representations.

IN WITNESS WHEREOF, the Debtor has executed this Agreement on the 4th day of May, 2000.

VICTORIA AND RICHARD MACKENZIE-CHILDS LTD.

By: 
MacDonell Roehm, Jr., Chief Executive Officer

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

On the 4th day of May in the year 2000 before me, the undersigned, a notary public in and for said State, personally appeared MACDONELL ROEHM, JR., personally known to me or proved to me on the basis of satisfactory evidence to be the individual whose name is subscribed to the within instrument and acknowledged to me that he executed the same in his capacity, and that by his signature on the instrument, the individual or the person upon behalf of which the individual acted, executed the instrument.



Notary Public

F. PAUL VELLANO, JR.
Notary Public, State of New York
Qualified in Onon. Co. No. 02VE4663591
Commission Expires Feb 28, 2001

SCHEDULE A

TRADEMARKS

<u>Owner of Trademark</u>	<u>Description of Trademark</u>	<u>Serial No.</u>	<u>Registration No.</u>	<u>Filing Date</u>	<u>Registration Date</u>
Victoria & Richard MacKenzie-Childs, Ltd.	The design in the center of the mark between the numbers "19" and "83" consists of stylized "M" and "C", the former seemingly placed over the latter	75-318200	2195282	7/2/1997	10/13/1998
Victoria & Richard MacKenzie-Childs, Ltd.	The design in the center of the mark between the numbers "19" and "83" consists of stylized "M" and "C", the former seemingly placed over the latter.	75-317279	2258535	6/30/1997	7/6/1999

COPYRIGHTS

<u>Title of Copyright</u>	<u>Owner</u>	<u>Serial/registration No.</u>	<u>Date of Registration</u>
Wells	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-1811, VA 329-356, 1988	January 22, 1997
Manchester	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-182, VA 329-357, 1988	January 22, 1997
Collins	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-183, VA 329-358, 1988	January 22, 1997
Bixley	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-184, VA 329-359, 1988	January 22, 1997
Bearded iris	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-185, VA 329-360, 1988	January 22, 1997
Summer frock	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-186, VA 329-361, 1988	January 22, 1997
Perpignan	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-187, VA 329-362, 1988	January 22, 1997
Charmian	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-188, VA 329-363, 1988	January 22, 1997
King Ferry	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-189, VA 329-364, 1988	January 22, 1997
Spencer	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-190, VA 329-364, 1998	January 22, 1997
Fenwick	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-191, VA 329-366, 1988	January 22, 1997
Durat	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-192, VA 329-395, 1988	January 22, 1997

Luscomb	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-193, VA 329-396, 1988	January 22, 1997
Imrie	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-194, VA 329-397, 1988	January 22, 1997
Brighton pavilion	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-195, VA 329-398, 1988	January 22, 1997
Heather	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-196, VA 329-399, 1988	January 22, 1997
Keukenhof	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-197, VA 329-400, 1988	January 22, 1997
Brittany	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-198, VA 329-401, 1988	January 22, 1997
Madison	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-199, VA 329-402, 1988	January 22, 1997
Aalsmeer	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-200, VA 329-403, 1988	January 22, 1997
Rose cottage	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-201, VA 329-404, 1988	January 22, 1997
Monet	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-202, VA 329-405, 1988	January 22, 1997
Stoke Gabriel	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-203, VA 329-622, 1988	January 22, 1997
Cayuga	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-204, VA 329-623, 1988	January 22, 1997
Aurora	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-205, VA 329-624, 1988	January 22, 1997

Meredith	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-206, VA 329-354, 1988	January 22, 1997
Hunter	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-207, VA 329-355, 1988	January 22, 1997
Meredith	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-354, 1983	November 18, 1988
Hunter	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-355, 1983	November 18, 1988
Wells	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-356, 1983	November 18, 1988
Manchester	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-357, 1983	November 18, 1988
Perpignan	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-362, 1983	November 18, 1988
Charmian	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-363, 1983	November 18, 1988
King Ferry	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-364, 1983	November 18, 1988
Spencer	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-365, 1983	November 18, 1988
Fenwick	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-366, 1983	November 18, 1988
Durant	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-395, 1983	November 18, 1988
Luscomb	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-397, 1983	November 18, 1988
Bright pavilion	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-398, 1983	November 18, 1988
Heather	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-399, 1983	November 18, 1988
Keukenhof	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-400, 1983	November 18, 1988
Brittany	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-401, 1983	November 18, 1988
Madison	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-402, 1983	November 18, 1988
Aalsmeer	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-403, 1983	November 18, 1988
Rose cottage	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-404, 1983	November 18, 1988

Monet	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-405, 1983	November 18, 1988
Stoke Gabriel	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-622, 1983	November 18, 1988
Cayuga	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-623, 1983	November 18, 1988
Aurora	Victoria and Richard MacKenzie-Childs, Ltd.	VA 329-624, 1983	November 18, 1988
Myrtle	Victoria and Richard MacKenzie-Childs, Ltd.	VA 466-989, 1991	July 19, 1991
Footed Beaker	Victoria and Richard MacKenzie-Childs, Ltd.	VA 480-184, 1991	November 18, 1991
Rose goblet	Victoria and Richard MacKenzie-Childs, Ltd.	VA 480-186, 1991	November 18, 1991
Dot goblet	Victoria and Richard MacKenzie-Childs, Ltd.	VA 480-187, 1991	November 18, 1991
Everydae	Victoria and Richard MacKenzie-Childs, Ltd.	VA 480-188, 1991	November 18, 1991
Check goblet	Victoria and Richard MacKenzie-Childs, Ltd.	VA 480-189, 1991	November 18, 1991
William	Victoria and Richard MacKenzie-Childs, Ltd.	VA 493-255, 1991	February 25, 1992
Large cheese dome	Victoria and Richard MacKenzie-Childs, Ltd.	VA 493-256, 1991	February 25, 1992
Alma Beth	Victoria and Richard MacKenzie-Childs, Ltd.	VA 493-257, 1991	February 25, 1992
Mr. Gooding	Victoria and Richard MacKenzie-Childs, Ltd.	VA 493-258, 1991	February 25, 1992
Auntie Cathryn	Victoria and Richard MacKenzie-Childs, Ltd.	VA 493-259, 1991	February 25, 1992
Mrs. Hunt	Victoria and Richard MacKenzie-Childs, Ltd.	VA 493-260, 1991	February 25, 1992
Cruet set	Victoria and Richard MacKenzie-Childs, Ltd.	VA 493-261, 1991	February 25, 1992
Medium cheese dome	Victoria and Richard MacKenzie-Childs, Ltd.	VA 493-262, 1991	February 25, 1992
Small charger	Victoria and Richard MacKenzie-Childs, Ltd.	VA 493-263, 1991	February 25, 1992
Small cheese dome	Victoria and Richard MacKenzie-Childs, Ltd.	VA 493-264, 1991	February 25, 1992

MacLachlan serving box	Victoria and Richard MacKenzie-Childs, Ltd.	VA 504-309, 1990	May 4, 1992
MacLachlan underplate/bread and butter plate	Victoria and Richard MacKenzie-Childs, Ltd.	VA 504-310, 1990	May 4, 1992
MacLachlan tea cup	Victoria and Richard MacKenzie-Childs, Ltd.	VA 504-311, 1990	May 4, 1992
MacLachlan luncheon plate	Victoria and Richard MacKenzie-Childs, Ltd.	VA 504-312, 1990	May 4, 1992
MacLachlan dinner plate	Victoria and Richard MacKenzie-Childs, Ltd.	VA 504-313, 1990	May 4, 1992
Maparium	Victoria and Richard MacKenzie-Childs, Ltd.	VA 532-004, 1991	November 12, 1992
Superbowl	Victoria and Richard MacKenzie-Childs, Ltd.	VA 532-005, 1991	November 12, 1992
MacLachlan floor cloth	Victoria and Richard MacKenzie-Childs, Ltd.	VA 532-006, 990	November 12, 1992
Library candle shade	Victoria and Richard MacKenzie-Childs, Ltd.	VA 538-136, 1991	December 8, 1992
Heather's bath candle shade	Victoria and Richard MacKenzie-Childs, Ltd.	VA 538-137, 1991	December 8, 1992
Outside candle shade	Victoria and Richard MacKenzie-Childs, Ltd.	VA 538-138, 1991	December 8, 1992
Conservatory candle shade	Victoria and Richard MacKenzie-Childs, Ltd.	VA 538-139, 1991	December 8, 1992
Sitting room candle shade	Victoria and Richard MacKenzie-Childs, Ltd.	VA 538-140, 1991	December 8, 1992
P & G settee	Victoria and Richard MacKenzie-Childs, Ltd.	VA 561-951, 1991	November 12, 1992

Terra cotta putty frame	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 561-952, 1992	November 12, 1992
Bistro putty frame	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 561-953, 1992	November 12, 1992
Majolica putty frame	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 561-954, 1992	November 12, 1992
The honeymoon collection	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 562-062, 1992	November 12, 1992
Torquay	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 562-063, 1992	November 12, 1992
Mima	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 581-992, 1993	June 28, 1993
High tea	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 581-993, 1993	June 28, 1993
Deedy	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 581-994, 1993	June 28, 1993
Manhattan compote	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 664-912, 1994	July 12, 1994
Back hall shade	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 664-913, 1994	July 12, 1994
Summer holiday shade	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 664-914, 1994	July 12, 1994
Thistle throw	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 664-915, 1994	July 12, 1994
Fairy shade	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 678-365, 1994	December 5, 1994
Pine sent bottle	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-060, 1994	November 4, 1994
St. Andrews carafe and glass	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-061, 1994	November 4, 1994
Ugly egg cup	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-062, 1994	November 4, 1994
Whinigig	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-063, 1994	November 4, 1994
Jeremy's jug	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-064, 1994	November 4, 1994

High tea cup and saucer	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-065, 1994	November 4, 1994
Children's set	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-066, 1994	November 4, 1994
Pennant tumbler	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-067, 1994	November 4, 1994
Clown vases: large, medium, small	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-960, 1993	October 31, 1994
Glass dinner plate	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-961, 1993	October 31, 1994
Maxine's basket	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-962, 1993	October 31, 1994
Lavender pomander	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-963, 1993	October 31, 1994
Sugar spoon	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-964, 1993	October 31, 1994
Back hall candle shade	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-965, 1993	October 31, 1994
Column canister	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-966, 1993	October 31, 1994
Ballroom Candle shade	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-967, 1993	October 31, 1994
Globe canister	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-968, 1993	October 31, 1994
Fluted canister	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-969, 1993	October 31, 1994
Court jester	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 681-970, 1993	October 31, 1994
Turtle tureen	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 682-664, 1994	December 8, 1994
Bamboo tray	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 682-665, 1994	July 12, 1994
Vivaldi's music	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 685-054, 1994	December 5, 1994
Argentina	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 721-730, 1994	May 22, 1995
Harlequin basket	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 728-258, 1995	July 17, 1995

Patricia parfait with dome and stand	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 728-259, 1995	July 17, 1995
The children's tea house	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 728-301, 1995	July 17, 1995
Repertoire glass collection	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 728-616, 1994	July 17, 1995
Cross work mat	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 728-617, 1995	July 17, 1995
Morning sweet crown	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 728-618, 1994	July 17, 1995
The sampler	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 728-619, 1995	July 17, 1995
Harlequin luncheon plate	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 728-620, 1995	July 17, 1995
Teapot cookie	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 749-422, 1995	November 7, 1995
Fresh fish chair	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 749-423, 1995	November 7, 1995
Roasted marshmallow pattern: enamelware dinnerware	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 749-424, 1995	November 7, 1995
Do si do pattern: enamelware teacups and mugs, enamelware dinnerware	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 749-425, 1995	November 7, 1995
Train table leg	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 749-426, 1995	November 7, 1995
Ridiculous bench	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 749-427, 1995	November 7, 1995
Freckle fish chair	Victoria and Richard MacKenzie-Chilids, Ltd.	VA 749-428, 1995	November 7, 1995

Putty shard tassel tieback	Victoria and Richard MacKenzie-Childs, Ltd.	VA 780-524, 1995	November 7, 1995
Bamford cokie jar	Victoria and Richard MacKenzie-Childs, Ltd.	VA 780-525, 1995	November 7, 1995
Derbyshire cookie jar	Victoria and Richard MacKenzie-Childs, Ltd.	VA 780-526, 1995	November 7, 1995
Bernard cookie jar	Victoria and Richard MacKenzie-Childs, Ltd.	VA 780-527, 1995	November 7, 1995
Brass, wood , stone, finial	Victoria and Richard MacKenzie-Childs, Ltd.	VA 780-528, 1995	November 7, 1995
Spiral stand	Victoria and Richard MacKenzie-Childs, Ltd.	VA 780-529, 1995	November 7, 1995
Torquay Tuffet	Victoria and Richard MacKenzie-Childs, Ltd.	VA 780-530, 1995	November 7, 1995
Courtly checks high tea	Victoria and Richard MacKenzie-Childs, Ltd.	VA 780-531, 1995	November 7, 1995
<La> chosette	Victoria and Richard MacKenzie-Childs, Ltd.	VA 800-941, 1996	August 5, 1996
Courtly checks	Victoria and Richard MacKenzie-Childs, Ltd.	VA 817-381, 1995	October 16, 1996
Wells	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-181, VA329-356, 1988	January 22, 1997
Manchester	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-182, VA 329-357, 1988	January 22, 1997
Collins	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-183, VA 329-358, 1988	January 22, 1997
Bixley	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-184, VA 329-359, 1988	January 22, 1997
Bearded iris	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-185, VA 329-360, 1988	January 22, 1997
Summer frock	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-186, VA 329-361, 1988	January 22, 1997

Perpignan	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-187, VA 329-362, 1988	January 22, 1997
Charmian	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-188, VA 329-363, 1988	January 22, 1997
King Ferry	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-189, VA 329-364, 1988	January 22, 1997
Spencer	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-190, VA 329-365, 1988	January 22, 1997
Fenwick	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-191, VA 329-366, 1988	January 22, 1997
Durant	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-192, VA 329-395, 1988	January 22, 1997
Luscomb	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-193, VA 329-396, 1988	January 22, 1997
Imrie	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-194, VA 329-397, 1988	January 22, 1997
Brighton pavilion	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-195, VA 329-398, 1988	January 22, 1997
Heather	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-196, VA 329-399, 1988	January 22, 1997
Keukenhof	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-197, VA 329-400, 1988	January 22, 1997
Brittany	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-198, VA 329-401, 1988	January 22, 1997
Madison	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-199, VA 329-402, 1988	January 22, 1997

Aalsmeer	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-200, VA 329-403, 1988	January 22, 1997
Rose cottage	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-201, VA329-404, 1988	January 22, 1997
Monet	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-202, VA 329-405, 1988	January 22, 1997
Stock Gabriel	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-203, VA 329-622, 1988	January 22, 1997
Cayuga	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-204, VA 329-623, 1988	January 22, 1997
Aurora	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-205, VA 329-624, 1988	January 22, 1997
Meredith	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-206, VA 329-354, 1988	January 22, 1997
Hunter	Victoria and Richard MacKenzie-Childs, Ltd.	VA 836-207, VA 329-355, 1988	January 22, 1997
Housedress	Victoria and Richard MacKenzie-Childs, Ltd.	VA 841-851, 1996	March 20, 1997
Garland	Victoria and Richard MacKenzie-Childs, Ltd.	VA 841-852, 1996	March 20, 1997
Highbanks	Victoria and Richard MacKenzie-Childs, Ltd.	VA 841-853, 1996	March 20, 1997
Roasted marshmellow	Victoria and Richard MacKenzie-Childs, Ltd.	VA 841-854, 1996	March 20, 1997
Bandonion	Victoria and Richard MacKenzie-Childs, Ltd.	VA 841-855, 1996	March 20, 1997
Thistle	Victoria and Richard MacKenzie-Childs, Ltd.	VA 841-856, 1996	March 20, 1997
Posy	Victoria and Richard MacKenzie-Childs, Ltd.	VA 841-857, 1996	March 20, 1997
Rock collection writing desk	Victoria and Richard MacKenzie-Childs, Ltd.	VA 844-935, 1996	March 24, 1997

Eiffel table	Victoria and Richard MacKenzie-Childs, Ltd.	VA 844-936, 1996	March 24, 1997
Bird on a ball finial	Victoria and Richard MacKenzie-Childs, Ltd.	VA 844-937, 1996	March 24, 1997
Charmed	Victoria and Richard MacKenzie-Childs, Ltd.	VA 844-938, 1996	March 24, 1997
Garland glass bowl	Victoria and Richard MacKenzie-Childs, Ltd.	VA 844-939, 1996	March 24, 1997
Garland glass pitcher and glass	Victoria and Richard MacKenzie-Childs, Ltd.	VA 844-940, 1996	March 24, 1997
Carrera	Victoria and Richard MacKenzie-Childs, Ltd.	VA 844-941, 1994	March 24, 1997
Perpetual calendar	Victoria and Richard MacKenzie-Childs, Ltd.	VA 844-942, 1996	March 24, 1997
Court jester	Victoria and Richard MacKenzie-Childs, Ltd.	VA 866-005, 1996	June 26, 1997
Honeymoon-rose petal	Victoria and Richard MacKenzie-Childs, Ltd.	VA 866-776, 1997	June 26, 1997
Bunny rabbit	Victoria and Richard MacKenzie-Childs, Ltd.	VA 866-779, 1990	June 26, 1997
Thistle beaded fringe	Victoria and Richard MacKenzie-Childs, Ltd.	VA 866-780, 1995	June 26, 1997
Dot beaded fringe	Victoria and Richard MacKenzie-Childs, Ltd.	VA 866-781, 1995	June 26, 1997
Potluck putty mirror	Victoria and Richard MacKenzie-Childs, Ltd.	VA 894-917, 1997	September 1, 1998
Children's sampler, tea time	Victoria and Richard MacKenzie-Childs, Ltd.	VA 928-226, 1998	July 9, 1998
Garland glass lunch plate	Victoria and Richard MacKenzie-Childs, Ltd.	VA 928-227, 1997	July 9, 1998
Complete tea	Victoria and Richard MacKenzie-Childs, Ltd.	VA 928-322, 1998	July 9, 1998
Carousel	Victoria and Richard MacKenzie-Childs, Ltd.	VA 940-692, 1992	August 28, 1998
Sweet stand	Victoria and Richard MacKenzie-Childs, Ltd.	VA 940-693, 1997	August 28, 1998

Dot and decal ball	Victoria and Richard MacKenzie-Childs, Ltd.	VA 940-720, 1997	August 28, 1998
Thistle ball	Victoria and Richard MacKenzie-Childs, Ltd.	VA 940-721, 1997	August 28, 1998
Patchwork ball	Victoria and Richard MacKenzie-Childs, Ltd.	VA 940-722, 1997	August 28, 1998
Landscape ball	Victoria and Richard MacKenzie-Childs, Ltd.	VA 940-723, 1997	August 28, 1998
Fleu de fish chair	Victoria and Richard MacKenzie-Childs, Ltd.	VA 946-794, 1997	October 13, 1998
Hurricane shade	Victoria and Richard MacKenzie-Childs, Ltd.	VA 946-795, 1997	October 13, 1998
Visiting seat	Victoria and Richard MacKenzie-Childs, Ltd.	VA 946-796, 1997	October 13, 1998
Children's sampler	Victoria and Richard MacKenzie-Childs, Ltd.	VA 946-797, 1997	October 13, 1998
Octagonal glass collection	Victoria and Richard MacKenzie-Childs, Ltd.	VA 950-323, 1991	August 28, 1998
Torquay chandelier: Torquay wall sconce	Victoria and Richard MacKenzie-Childs, Ltd.	VA 968-454, 1997	August 28, 1998
Marble punch cup	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-898, 1992	March 4, 1993
Tapestry placemat -- dawn	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-899, 1992	March 4, 1993
Tapestry placemat -- dusk	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-900, 1992	March 4, 1993
Rosebowl	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-901, 1992	March 4, 1993
Dot punch cup	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-902, 1992	March 4, 1993
Swirl punch cup	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-903, 1992	March 4, 1993
Diamond punch cup	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-904, 1992	March 4, 1993
Last punch cup	Victoria and Richard MacKenzie-Childs, Ltd.	, 1992	March 4, 1993
Tattersall punch cup	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-906, 1992	March 4, 1993

Charlotte, carafe, glass and coverlet	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-907, 1992	March 4, 1993
Rose punch cup	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-908, 1992	March 4, 1993
Tulip punch cup	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-909, 1992	March 4, 1993
Mustard punch cup	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-910, 1992	March 4, 1993
Wreath punch cup	Victoria and Richard MacKenzie-Childs, Ltd.	VA 553-911, 1992	March 4, 1993