

08-11-2000

HEET

Docket No.:



ILY

101429388

Tab settings

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof.

1. Name of conveying party(ies):

Textstyle, Inc.



- Individual(s)
- General Partnership
- Corporation-State **Kentucky**
- Other
- Association
- Limited Partnership

Additional names(s) of conveying party(ies) Yes No

3. Nature of conveyance:

7-91-00

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

Execution Date: **May 19, 2000**

2. Name and address of receiving party(ies):

Name: **Bank One, Michigan**

Internal Address:

Street Address: **8044 Montgomery Road**

City: **Cincinnati** State: **OH** ZIP: **45236**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other **Michigan Chartered Bank**

If assignee is not domiciled in the United States, a domestic designation is Yes N
(Designations must be a separate document from Additional name(s) & address(es) Yes N

4. Application number(s) or registration numbers(s):

A. Trademark Application No.(s)

75/776,051 75/776,050 75/714,635

B. Trademark Registration No.(s)

2,210,321 1,371,353 1,999,993
1,823,765

Additional numbers Yes No

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

Name: **Cory M. Amron, Esquire**

Internal Address: **Vorys, Sater, Seymour and Pease, LLP**

Street Address: **1828 L Street, N.W.**

11th Floor

City: **Washington** State: **DC** ZIP: **20036**

6. Total number of applications and registrations involved: 7

7. Total fee (37 CFR 3.41): \$ **\$190.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

22-0585

08/11/2000 NTHAI1 00000030 75776051

DO NOT USE THIS SPACE

01 FC:481 40.00 DP
02 FC:482 150.00 DP

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.

Cory M. Amron

Name of Person Signing

Cory Amron
Signature

July 19, 2000

Date

Total number of pages including cover sheet, attachments, and

5

COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES

THIS COLLATERAL ASSIGNMENT OF TRADEMARKS AND TRADENAMES (this "Assignment"), dated as of May 19, 2000, by and between TEXSTYLE, INC., a Kentucky corporation, having an address at 5555 Murray Avenue, Suite A, Cincinnati, Ohio 45227 ("Assignor") and BANK ONE, MICHIGAN, a Michigan chartered bank having an office at 8044 Montgomery Road, Cincinnati, Ohio 45236 (together with its successors and assigns, "Assignee").

WITNESSETH:

WHEREAS, Assignor and Assignee are parties to a Loan Agreement and Security Agreement dated of even date herewith (as may be amended, modified or supplemented from time to time, the "Loan Agreement"); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Assignor and Assignee agree as follows: As security for the Obligations (as defined in the Loan Agreement), and without limiting the grant of a security interest in the Collateral (as defined in the Loan Agreement) in the Loan Agreement, Assignor does hereby grant, transfer, assign and convey a security interest to Assignee in all of Assignor's right, title and interest in and to the Trademark Collateral. As used herein, "Trademark Collateral" means: all of Assignor's right, title and interest in and to all of its now owned or existing and filed and hereafter acquired or arising and filed: trademarks, service marks, trademark or service mark registrations, trade names, and trademark or service mark applications (exclusive, for purposes only of this Assignment, of any Intent to Use Applications, as defined below), including each mark, registration, and application listed on Schedule I attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable with respect thereto, including damages and payment for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, (iv) all rights corresponding thereto throughout the world, (v) the Trademark License Rights (as defined below), and (vi) together in each case with the goodwill of Assignor's business connected with the use of, and symbolized by, the Trademark Collateral. Notwithstanding anything to the contrary in this Assignment, nothing in this Assignment is intended to be, or may be construed to be, an assignment of any application to register any trademark or service mark based on any intent to use application filed by, or on behalf of, Assignor ("Intent to Use Applications"), and any Intent to Use Applications are specifically excluded from Trademark Collateral for purposes of this Assignment. As security for the full, prompt and complete payment and performance of the Obligations, Assignor hereby grants, assigns and conveys to Assignee Assignor's entire right, title and interest in, to and under all license agreements with any person or entity, whether Assignor is licensor or licensee under any such license agreement, including the licenses listed on Schedule I, with respect to any trademarks, service marks, and trade names and all rights thereto and thereunder (such rights as licensor or licensee sometimes referred to herein collectively as the "Trademark License Rights"). In consideration of the undertaking of Assignor to fulfill the covenants of this Assignment and to discharge the Obligations, Assignee grants to Assignor a personal, non-transferable exclusive right and license (without recourse, representation or warranty of any kind), to exercise the Trademark License Rights (such right and license referred to herein as the

“License”). On the occurrence of an Event of Default under the Loan Agreement and upon notice from Assignee to Assignor, (i) the License shall terminate forthwith, (ii) all rights and interests in, to and under the License shall revert to Assignee, and (iii) Assignee shall have all other rights and remedies provided herein and under applicable law. If the Event of Default ceases to exist, then, without any further action on the part of Assignee, the License shall revert with Assignor. As security for the full and prompt payment and performance of the Obligations, Assignor hereby grants to Assignee a continuing security interest in, a pledge of, and an assignment intended as security of, all of the right, title and interest of Assignor in and to the License.

Assignor further covenants and warrants to Assignee:

(a) that Assignor is the sole and exclusive owner of the Trademark Collateral and all rights comprised in the Trademark Collateral and has the full authority to make this Assignment;

(b) that the Trademark Collateral has not heretofore been pledged, hypothecated or otherwise encumbered, and are in all aspects free and clear of any encumbrances;

(c) that there are currently no adverse claims challenging the validity of the Trademark Collateral which would impair Assignee's rights hereunder; and

(d) that Assignor has not entered into any contract or made any commitment that will or may impair Assignee's rights in the Trademark Collateral hereunder.

THIS ASSIGNMENT SHALL BE DEEMED TO HAVE BEEN MADE IN THE STATE OF OHIO AND SHALL BE INTERPRETED AND THE RIGHTS AND OBLIGATIONS OF THE PARTIES HERETO DETERMINED IN ACCORDANCE WITH APPLICABLE FEDERAL LAW AND THE INTERNAL LAWS OF THE STATE OF OHIO, APPLICABLE TO AGREEMENTS EXECUTED, DELIVERED AND PERFORMED THEREIN. If any term of this Assignment is found invalid under Ohio law or other laws of mandatory application by a court of competent jurisdiction, the invalid term will be considered excluded from this Assignment and will not invalidate the remaining terms of this Assignment.

To the extent there is a conflict between the provisions of this Assignment and the Loan Agreement, the provisions of the Loan Agreement will control.

This Assignment has been executed by Assignor on the date and year first above written.

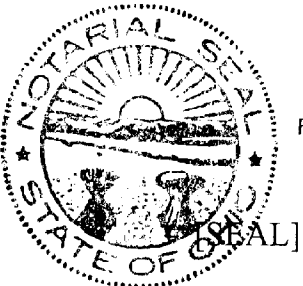
TEXSTYLE, INC.

By: Michael Crotty
Name: MICHAEL CROTTY
Title: CEO

By: [Signature]
Name: STEVEN M KUHN
Title: VICE PRESIDENT

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

The foregoing Collateral Assignment of Trademarks and Tradenames was executed and acknowledged before me this 19th day of May, by Michael D. Crotty personally known to me to be the President of TexStyle, Inc., a Kentucky corporation, on behalf of such corporation.



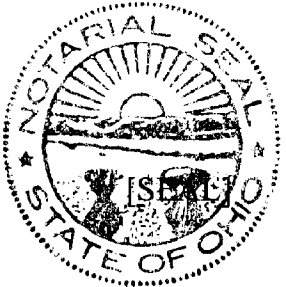
FREDRIC J. ROBBINS, ESQ., Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date, Section 147.03 O.R.C.

[Signature]
Notary Public

My Commission Expires: _____

STATE OF OHIO)
COUNTY OF HAMILTON) ss:

The foregoing Collateral Assignment of Trademarks and Tradenames was executed and acknowledged before me this 19th day of May, by Steven M. Kuhn personally known to me to be the Vice - President of Bank One, Michigan, a Michigan chartered bank, on behalf of such bank.



FREDRIC J. ROBBINS, ESQ., Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My commission has no expiration date, Section 147.03 O.R.C.

[Signature]
Notary Public

My Commission Expires: _____

SCHEDULE I

Trademarks, etc.:

SHOWERART	Registration No. 2,210,321
TEXSTYLE (AND DESIGN)	Registration No. 1,371,353
SNAPUPS	Registration No. 1,999,993
SNAPUPS	Registration No. 1,823,765
LIFE STYLE	Serial No. 75-776,051
LIFE STYLE AND DESIGN	Serial No. 75-776,050
LIFE AND STYLE	Serial No. 75-714,635
TEXSTYLE HOME FASHIONS	Tradename

License Agreements:

A. Assignor as Licensor:

1. License Agreement dated December 22, 1999 between Borrower and Carpenter Co.
2. License Agreement dated November 22, 1999 between Borrower and Arrow Industries, Inc.
3. License Agreement dated November 15, 1999 between Borrower and Thomasville Home Furnishings, Inc.

B. Assignee as Licensee:

None