

08-16-2000



101434125

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** **MED 7.18.00**

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

Merger  Effective Date  
Month Day Year

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

08/15/2000 NTHA11 00000223 75436098  
01 FC:481 40.00 OP  
02 FC:482 525.00 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

**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)**

**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.)

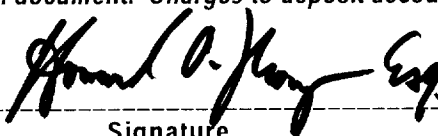
Deposit Account Number: #

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.

Howard O. Thompson, Esq.



07/11/00

Name of Person Signing

Signature

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

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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## TRADEMARK COLLATERAL SECURITY AGREEMENT

This TRADEMARK COLLATERAL SECURITY AGREEMENT is made on the 20th day of June, 2000 by and between CHRISTOPHER RADKO, an individual residing at 26 Cayuga Road, Scarsdale, New York 10583 ("Assignor") and FLEET CAPITAL CORPORATION, a Rhode Island corporation having a mailing address at 1125 Route 22 West, Bridgewater, New Jersey 08807 ("Lender").

### BACKGROUND

Assignor is the sole stockholder of STARAD, INC., a New York corporation having a mailing address at 500 Saw Mill River Road, Elmsford, New York 10523 ("Borrower"). Borrower and Lender have entered into a Loan and Security Agreement of even date herewith (as amended and supplemented from time to time, the "Loan Agreement") providing for loans and advances of up to \$33,000,000.00. In order to induce Lender to execute and deliver the Loan Agreement, Assignor has executed a personal guaranty (the "Guaranty") and has secured his obligations under the Guaranty by executing and delivering to Lender this Trademark Collateral Security Agreement ("Trademark Security Agreement"). This Trademark Security Agreement, covering Trademarks (as hereinafter defined), among other things, is being executed contemporaneously with the Loan Agreement under which Lender is granted a lien on and security interest in assets of the Borrower ("Other Assets") relating to products sold under the Trademarks, whereby Lender shall have the right to foreclose simultaneously on the Trademarks and the Other Assets in the event of the occurrence and continuance of a default hereunder or an Event of Default under the Loan Agreement and Guaranty.

NOW, THEREFORE, in consideration of the premises, Assignor and Lender hereby agree as follows:

1. Defined Terms. Unless otherwise defined herein, terms defined in the Loan Agreement shall have their defined meanings when used herein and the following terms shall have the following meanings, unless the context otherwise requires:

"Code" shall mean the Uniform Commercial Code as the same may from time to time be in effect in the State of New York.

"Collateral" shall have the meaning assigned to it in Section 2 of this Trademark Security Agreement.

"Event of Default" shall have the meaning assigned to it in the Guaranty.

"General Intangibles" shall have the meaning assigned to it in the Loan Agreement.

"Licenses" shall mean the trademark license agreements of Assignor, as any of the same may from time to time be amended or supplemented.

"Obligations" shall have the meaning assigned to it in the Loan Agreement.

"Proceeds" shall have the meaning assigned to it under Section 9-306 of the Code, and in any event, shall include, but not be limited to, (i) any and all proceeds of any insurance, indemnity, warranty or guarantee payable to Guarantor and/or Borrower from time to time with respect to any of the Collateral, (ii) any and all payments (in any form whatsoever) made or due and payable to Guarantor and/or Borrower from time to time in connection with any requisition, confiscation, seizure or forfeiture of all or any part of the Collateral by any governmental body, authority, bureau or agency (or any person acting under color of governmental authority), and (iii) any and all other amounts from time to time paid or payable under or in connection with any of the Collateral.

"Receivables" shall have the meaning assigned to "Accounts" in the Loan Agreement.

"Trademark Security Agreement" shall mean this Trademark Security Agreement, as the same may from time to time be amended or supplemented.

"Trademarks" shall mean the registered trademarks and pending applications of Assignor, including those on the attached Schedule A, and those trademarks which are hereafter adopted or acquired by Assignor, and all right, title and interest therein and thereto, and all registrations, applications, and recordings thereof, including, without limitation, applications, registrations, renewals, and recordings in the United States Patent and Trademark Office or in any other office or agency of the United States, any State thereof, and any foreign country all whether now owned or hereafter acquired by Assignor.

2. Grant of Security Interest. To secure the prompt payment and performance to Lender of the Obligations and the Guaranty, Assignor hereby grants to Lender a continuing lien upon (a) the entire right, title and interest of Assignor in and to the Trademarks, including the registrations and applications appurtenant thereto (including those listed on the attached Schedule A as the same may be amended pursuant hereto from time to time), and in and to any and all trademarks, and registrations and applications appurtenant thereto, hereafter obtained or acquired or filed by Assignor, including without limitation all renewals thereof, all proceeds of infringement suits, the rights to sue for past, present and future infringements and all rights corresponding thereto in the United States and any foreign country and the goodwill of the business symbolized by each of the Trademarks and (b) all of Assignor's right, title and interest in, to and under the following:

(i) all Licenses (except to the extent that the assignment or grant of a security interest by Assignor in its rights thereunder would result in a breach or default under such License)(and Assignor knows of no License provision that would be breached by the assignment or grant of security interest in Assignor's rights therein));

(ii) all Receivables arising under or relating to each and every License (except to the extent that the assignment or grant of a security interest by Assignor in its rights thereunder would result in a breach or default under such License)(and Assignor knows of no License provision that would be breached by the assignment or grant of security interest in Assignor's rights therein) (including, without limitation, (A) all moneys due and to become due under any such License, (B) any damages arising out of or for breach or default in respect of any such License, (C) all other amounts from time to time paid or payable under or in connection with any such License, and (D) the right of Assignor to terminate any such License or to perform and to exercise all remedies thereunder); and

(iii) to the extent not otherwise included, all Proceeds and products of any or all of the foregoing. All of the property referred to in this paragraph 2 is hereinafter collectively called the "Collateral."

3. Assignor covenants and warrants that as of the date of this Trademark Security Agreement (except to the extent set forth on Schedule B hereto):

(a) The Trademarks are subsisting and have not been adjudged invalid or unenforceable;

(b) To the best of Assignor's knowledge, each of the Trademarks is valid and enforceable;

(c) There is no outstanding claim against Assignor or Borrower that the use of any of the Trademarks violates the rights of any third person;

(d) Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Trademarks, free and clear of any liens, charges and encumbrances, (including without limitation pledges, assignments, registered user agreements and covenants by Assignor not to sue third persons), except for the Licenses referred to in Schedule C attached hereto and such licenses that Assignor grants in the ordinary course or business (such as for marketing and manufacturing) with prompt written notice to Lender after the execution thereof;

(e) Assignor has the right to enter into this Trademark Security Agreement and perform its terms;

(f) Assignor has used, and will continue to use for the duration of this Trademark Security Agreement, proper statutory notice, where appropriate, in connection with his use of the Trademarks; and

(g) Assignor has used, and will continue to use for the duration of this Trademark Security Agreement, consistent standards of quality in his and/or Borrower's manufacture of products sold under the Trademarks.

4. Right of Inspection. Assignor and Borrower hereby grant to Lender and its employees and agents the right to visit Assignor's and Borrower's plants and facilities which manufacture, inspect or store products sold under any of the Trademarks, and to inspect the products and quality control relating thereto at reasonable times (and prior to the occurrence of an Event of Default, upon one business day's advance notice by Lender) during regular business hours.

5. New Trademarks. (a) If, before the Obligations shall have been paid in full, Assignor shall obtain rights to any new trademarks, the provisions of paragraph 2 shall automatically apply thereto and Assignor shall give Lender prompt written notice of any applications and registrations filed or issued, respectively, with respect to any such trademarks.

(b) Assignor grants Lender a power-of-attorney, irrevocable so long as the Loan Agreement is in effect, to modify this Trademark Security Agreement by amending Schedule A to include any future trademarks, including trademark registrations or applications appurtenant thereto covered by this Trademark Security Agreement.

6. Covenants. Assignor covenants and agrees with Lender that from and after the date of this Trademark Security Agreement and until the Obligations are fully satisfied:

(a) Further Documentation: Pledge of Instruments. At any time and from time to time, upon the written request of Lender, Assignor will promptly and duly execute and deliver any and all such further instruments and documents and take such further action as Lender may reasonably deem desirable in obtaining the full benefits of this Trademark Security Agreement and of the rights and powers herein granted, including, without limitation, the filing of any financing or continuation statements under the Code with respect to the liens and security interests granted hereby. Assignor also hereby authorizes Lender to file any such financing or continuation statement without the signature of Assignor to the extent permitted by applicable law. If any amount payable under or in connection with any of the Collateral shall be or become evidenced by any promissory note or other instrument, such note or instrument shall be immediately pledged to Lender hereunder, duly endorsed in a manner satisfactory to Lender.

(b) Maintenance of Trademarks. Assignor will not do any act, or omit to do any act, whereby the Trademarks or any registration or application appurtenant thereto, may become abandoned, invalidated, unenforceable, avoided, avoidable, or will otherwise diminish in value (except as permitted under the provisions of Section 6(g) below), and shall notify Lender immediately if Assignor knows of any reason or has reason to know of any ground under which this result may occur (other than as a result of the refusal by the relevant trademark office to issue a registration in respect of any trademark application filed by Assignor). Assignor shall take appropriate action at his expense to halt the infringement of the Trademarks, to the extent that such infringement is having a material adverse effect as determined by Assignor in the exercise of Assignor's reasonable commercial judgment, and shall properly exercise his duty to control the nature and quality of the goods offered by any licensees in connection with the Licenses set forth in Schedule B.

(c) Indemnification. (1) Assignor assumes all responsibility and liability arising from the use of the Trademarks, and Assignor hereby indemnifies and holds Lender harmless from and against any liability, loss, damage, suit, action or proceeding ever suffered or incurred by Lender (including reasonable attorneys' fees and legal expenses) arising out of Assignor's and/or Borrower's use of the Trademarks. Assignor shall defend Lender against and save it harmless from all claims of any person with respect to the Trademarks. Notwithstanding any contrary position in this Trademark Security Agreement, the obligations of Assignor under this Section 6(c) shall survive the payment in full of the obligations of Assignor as a guarantor to Lender and the termination of this Trademark Security Agreement.

(2) In any suit, proceeding or action brought by Lender under any License for any sum owing thereunder, or to enforce any provisions of such License, Assignor will indemnify and keep Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of Assignor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from Assignor, and all such obligations of Assignor shall be and remain enforceable against and only against Assignor and shall not be enforceable against Lender.

(d) Limitation of Liens on Collateral. Assignor will not create, permit or suffer to exist, and will defend the Collateral against and take such other action as is necessary to remove any lien, security interest, encumbrance, claim or right, in or to the Collateral, and will defend the right, title and interest of Lender in and to any of Assignor's rights under the Licenses and to the Proceeds thereof against the claims and demands of all persons whomever.

(e) Limitations on Modifications of Licenses. Assignor will not (i) amend, modify, terminate or waive any provision of any License in any manner which might materially adversely affect the value of such License or the Trademarks as Collateral, without the written consent of Lender, (ii) fail to exercise promptly and diligently each and every material right which it may have under each License without the prior written consent of Lender, or (iii) fail to deliver to Lender a copy of each material demand, notice or document sent or received by it relating in any way to any License or Trademark.

(f) Notices. Assignor will advise Lender promptly, in reasonable detail, (i) of any lien or claim made or asserted against any of the Collateral, (ii) of any material change in the composition of the Collateral, and (iii) of the occurrence of any other event which would have a material adverse effect on the value of the Collateral as a whole or any of the Collateral which is material to Assignor's and Borrower's business or on the security interests created hereunder.

(g) Limitation on Further Uses of Trademarks. Assignor will not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license (except in the ordinary course of business), or otherwise dispose of any of the Collateral, without prior written consent of Lender; provided, however, that



Assignor shall be permitted to let lapse Trademarks that are not material to Assignor's and Borrower's business, to the extent that it is commercially reasonable to do so.

7. Lender's Appointment as Attorney-in-Fact.

(a) Assignor hereby irrevocably constitutes and appoints Lender and any officer or agent thereof, with full power of substitution, as his true and lawful attorney-in-fact with full irrevocable power and authority in the place and stead of Assignor and in the name of Assignor or in its own name, from time to time in Lender's discretion, for the purposes of carrying out the terms of this Trademark Security Agreement, to take any and all appropriate action and to execute any and all documents and instruments which may be necessary or desirable to carry out the terms of this Trademark Security Agreement and, without limiting the generality of the foregoing, hereby gives Lender the power and right, on behalf of Assignor, to do the following:

(1) Upon the occurrence and during the continuance of an Event of Default, to ask, demand, collect, receive and give acquittances and receipts for any and all moneys due and to become due under any License and, in the name of Assignor or its own name or otherwise, to take possession of and endorse and collect any checks, drafts, notes, acceptances or other instruments for the payment of moneys due under any License and to pursue claims and actions to the same extent as set forth in subsections 11.1.1 and 11.1.2 of the Loan Agreement;

(2) To pay or discharge taxes, liens, security interests or other encumbrances levied or placed on or threatened against the Collateral and to otherwise preserve and protect its security interest to the same extent as set forth in subsections 11.1.1 and 11.1.2 of the Loan Agreement; and

(3) Upon the occurrence and during the continuance of an Event of Default, (A) to direct any party liable for any payment under any of the Licenses to make payment of any and all moneys due and to become due thereunder directly to Lender or as Lender shall direct; (B) to receive payment of and receipt for any and all moneys, claims and other amounts due and to become due at any time in respect of or arising out of any Collateral; (C) to commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect the Collateral or any part thereof and to enforce any other right in respect of any Collateral; (D) to defend any suit, action or proceeding brought against Assignor with respect to any Collateral; (E) to settle, compromise, or adjust any suit, action or proceeding described above and, in connection therewith, to give such discharges or releases as Lender may deem appropriate; and (F) generally to sell, transfer, pledge, make any agreement with respect to or otherwise deal with any of the Collateral as fully and completely as though Lender were the absolute owner thereof for all purposes, and to do, at Lender's option all acts and things which Lender has the right to do as set forth in subsections 11.1.1 and 11.1.2 of the Loan Agreement, all as fully and effectively as Assignor might do.

This power of attorney is a power coupled with an interest and shall be irrevocable. Notwithstanding the foregoing, Assignor further agrees to execute any additional documents which Lender may require in order to confirm this power of attorney, or which Lender may deem necessary to enforce any of its rights contained in this Trademark Security Agreement.

(b) The powers conferred on Lender hereunder are solely to protect its interests in the Collateral and shall not impose any duty upon it to exercise any such powers. Lender shall be accountable only for amounts that it actually receives as a result of the exercise of such powers and neither it nor any of its officers, directors, employees or agents shall be responsible to Assignor for any act or failure to act, except for its own gross negligence or willful misconduct.

(c) Assignor also authorizes Lender to execute, in connection with the sale provided for in paragraph 10(b) of this Trademark Security Agreement, any endorsements, assignments or other instruments of conveyance or transfer with respect to the Collateral .

8. Execution of Power of Attorney. Concurrently with the execution and delivery hereof, Assignor is executing and delivering to Lender, in the form of Schedule I hereto, five (5) originals of a Special Power of Attorney for the implementation of the assignment, sale or other disposal of the Trademarks pursuant to paragraph 7 hereof.

9. Performance by Lender of Assignor's Obligations. If Assignor fails to perform or comply with any of Assignor's agreements contained herein and Lender, as provided for by the terms of this Trademark Security Agreement, shall itself perform or comply, or otherwise cause performance or compliance, with such agreement, the expenses of Lender incurred in connection with such performance or compliance shall be payable by Assignor to Lender on demand and shall constitute Obligations secured hereby.

10. Remedies Rights Upon Event of Default.

(a) If an Event of Default shall occur and be continuing:

(1) All payments received by Assignor under or in connection with any of the Collateral shall be held by Assignor in trust for Lender, shall be segregated from other funds of Assignor and shall forthwith upon receipt by Assignor, be turned over to Lender, in the same form as received by Assignor (duly indorsed by Assignor to Lender, if required); and

(2) Any and all such payments so received by Lender (whether from Assignor or otherwise) may, in the sole discretion of Lender, be held by Lender as collateral security for, and/or then or at any time thereafter applied in whole or in part by Lender against all or any part of the Obligations in such order as Lender shall elect. Any balance of such payments held by Lender and remaining after payment in full of all the Obligations shall be paid over to Assignor or to whomsoever may be lawfully entitled to receive the same.

(b) If any Event of Default shall occur and be continuing, Lender may exercise in addition to all other rights and remedies granted to it in this Trademark Security Agreement and in any other instrument or agreement securing, evidencing or relating to the Obligations, all rights and remedies of a secured party under the Uniform Commercial Code. Assignor shall remain liable for any deficiency if the proceeds of any sale or disposition of the Collateral are insufficient to pay all amounts to which Lender is entitled. Assignor shall also be liable for the reasonable fees of any attorneys employed by Lender to collect any such deficiency and also as to any reasonable attorney's fees incurred by Lender with respect to the collection of any of the Obligations and the enforcement of any of Lender's respective rights hereunder.

11. Termination. At such time as Assignor shall completely pay in full all of the Obligations and the Loan Agreement is terminated, this Trademark Security Agreement shall terminate and Lender shall execute and deliver to Assignor all such releases, deeds, assignments and other instruments as may be necessary or proper to release the security interest granted hereunder and to re-vest in Assignor full title to the Trademarks, subject to any disposition thereof which may have been made by Lender pursuant hereto.

12. Notices. All notices shall be made in the manner set forth in the Loan Agreement.

13. No Waiver. No course of dealing between Assignor and Lender, nor any failure to exercise, nor any delay in exercising, on the part of Lender, any right, power or privilege hereunder or under the Loan Agreement shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

14. Cumulative Remedies. All of Lender's rights and remedies with respect to the Collateral, whether established hereby, by the Guaranty, or by the Loan Agreement, or by any other agreements or by law, shall be cumulative and may be exercised singularly or concurrently.

15. Severability. The provisions of Section 11.4 of the Loan Agreement shall apply in this Trademark Security Agreement as to severability of clauses and provisions.

16. No Modification Except in Writing. This Trademark Security Agreement is subject to modification only by a writing signed by the parties, except as provided in paragraph 5.

17. Successors and Assigns. The benefits and burdens of this Trademark Security Agreement shall be binding upon and inure to the benefit of the respective successors and permitted assigns of the parties.

18. Governing Law. The validity and interpretation of this Trademark Security Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New York.

IN WITNESS WHEREOF, the parties hereto have executed this Trademark Security Agreement under seal as of the day and year first above written.

WITNESS:



  
CHRISTOPHER RADKO ("Assignor")

ATTEST:

STARAD INC. (as to Section 4)

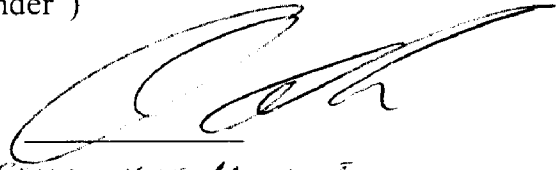


  
CHRISTOPHER RADKO, President

ATTEST:

FLEET CAPITAL CORPORATION,  
("Lender")

\_\_\_\_\_

By:   
Its: SENIOR VICE PRESIDENT

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

Before me, the undersigned, on this \_\_\_\_ day of June, 2000, personally appeared CHRISTOPHER RADKO, to me known personally, and who being by me duly sworn, deposes and says that he is the "Assignor") named in the within instrument and that said instrument was signed by him as and for his voluntary act and deed.

*Jennifer A. Kelly*  
Notary Public  
My Commission Expires: *10/21/01*

**JENNIFER A. DUNN** (*Kelly*)  
Notary Public, State of New York  
No. 60-4987849  
Qualified in Westchester County  
Term Expires Oct. 21, 199*7001*

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

Before me, the undersigned, on this \_\_\_\_ day of June, 2000, personally appeared \_\_\_\_\_, to me known personally, and who being by me duly sworn, deposes and says that he is the of FLEET CAPITAL CORPORATION, and that he was authorized to sign said instrument on behalf of said corporation by authority, and he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public  
My Commission Expires:

**CHRISTOPHER RADKO Trademark Portfolio**

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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**UNITED STATES**

BLUSTERY BUNNY	RESIN AND GLASS FIGURINES	20	ALLOWED	2/18/98	75/436,098		
	TOY MUSIC BOXES, TOY SNOW GLOBES AND HOLIDAY TREE ORNAMENTS AND DECORATIONS	28	ALLOWED	2/18/98	75/436,098		
CHRISTOPHER RADKO	VASES; CANDLESTICKS AND CANDLEHOLDERS, NOT OF PRECIOUS METAL; NON-ELECTRIC CANDELABRAS, NOT OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; WICKER BASKETS; PICNIC BASKETS; COMMEMORA	21	ALLOWED	2/18/98	75/436,095		
	CHRISTMAS TREE ORNAMENTS AND DECORATIONS	28	REGISTERED	4/25/95	74/555,592	9/24/96	2,002,415
	CANDLESTICKS MADE OF PRECIOUS METAL; CANDELABRA MADE OF PRECIOUS METAL; DECORATIVE BOXES MADE OF PRECIOUS METAL; DECORATIVE AND CANDLE SNUFFERS MADE OF PRECIOUS METAL; ORNAMENTAL PINS; CHARMES; GUFF LINKS; NAPKIN RINGS OF PRECIOUS METAL; NUTCRACKERS OF	14	ALLOWED	2/18/98	75/435,095		
	PICTURE FRAMES; WOOD BOXES; JEWELRY BOXES NOT OF METAL; FURNITURE CHESTS; CUSHIONS; SOFT SCULPTURE WALL DECORATIONS; FITTED FABRIC FURNITURE COVERS; RESIN FIGURINES; MIRRORS; DECORATIVE MOBILES; CHAIR PADS; PILLOWS; CORKS FOR BOTTLES; GIFT PACKAGE DECORAT	20	ALLOWED	2/18/98	75/436,095		
	TOY SNOW GLOBES AND CHRISTMAS TREE ORNAMENTS AND DECORATIONS	28	ALLOWED	2/18/98	75/436,095		
	MUSIC BOXES	15	ALLOWED	2/18/98	75/436,095		
	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAPPING PAPER; PAPER GIFT WRAP BOWS AND RIBBONS; PAPER CAKE DECORATIONS; ADDRESS LABELS;	16	ALLOWED	2/18/98	75/436,095		

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# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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**UNITED STATES Continued**

CHRISTOPHER RADKO (STYLIZED)	CHRISTMAS TREE ORNAMENTS AND DECORATIONS	28	REGISTERED	4/25/95	74/665,593	8/24/96	2,002,476
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CHRISTOPHER RADKO AND DESIGN	VASES; CANDLESTICKS AND CANDLEHOLDERS, NOT OF PRECIOUS METAL; NON-ELECTRIC CANDELABRAS, NOT OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; WICKER BASKETS; PICNIC BASKETS; COMMEMORA	21	ALLOWED	2/20/98	75/437,885		
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CHRISTOPHER RADKO AND DESIGN	PICTURE FRAMES; WOOD BOXES; JEWELRY BOXES NOT OF METAL; FURNITURE; PLASTIC CAKE DECORATIONS; FURNITURE CHESTS; CUSHIONS; SOFT SCULPTURE WALL DECORATIONS; FITTED FABRIC FURNITURE COVERS; RESIN FIGURINES; MIRRORS; DECORATIVE MOBILES; CHAIR PADS; PILLOWS; CO	20	ALLOWED	2/20/98	75/437,885		
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CHRISTOPHER RADKO AND DESIGN	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS, GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAPPING PAPER; PAPER GIFT WRAP BOWS AND RIBBONS; PAPER CAKE DECORATIONS; ADDRESS LABELS;	16	ALLOWED	2/20/98	75/437,885		
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CHRISTOPHER RADKO AND DESIGN	CHRISTMAS TREE ORNAMENTS AND DECORATIONS	28	REGISTERED	4/25/95	74/665,880	10/8/96	2,005,720
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CHRISTOPHER RADKO AND DESIGN	CHRISTMAS TREE ORNAMENTS AND DECORATIONS	28	ALLOWED	2/20/98	75/437,885		
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CHRISTOPHER RADKO AND DESIGN	CANDLESTICKS MADE OF PRECIOUS METAL; CANDELABRA MADE OF PRECIOUS METAL; DECORATIVE BOXES MADE OF PRECIOUS METAL; CANDLE HOLDERS AND CANDLE SNUFFERS MADE OF PRECIOUS METAL; CHARMS, FIGURINES AND STATUES MADE OF PRECIOUS METAL; ORNAMENTAL PINS; CHARMS; CLIP	14	ALLOWED	2/20/98	75/437,885		
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CHRISTOPHER RADKO HOME FOR CANDLES  
THE HOLIDAYS & DESIGN

10/14/2000

06/14/2000

3-JUN-00

# CHRISTOPHER RADKO Trademark Portfolio

**Goods/Services**

Mark	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
UNITED STATES Continued CHRISTOPHER RADKO HOME FOR PICTURE FRAMES, WOOD BOXES, JEWELRY BOXES NOT OF METAL, PLASTIC AND WOOD LETTER BOXES, TOY BOXES, CUSHIONS, GIFT PACKAGE DECORATIONS OF PLASTIC, FITTED FABRIC FURNITURE COVERS, WOOD FIGURINES, DECORATIVE GUITTER, MIRRORS, DECORATIVE MOBILES, CHAIR PADS AN	20	REGISTERED	4/25/97	75/281,401	10/5/99	2,283,705
TEXTILE PLACEMATS, BATH LINEN, BATH MATS, BED LINEN, BED SHEETS, BLANKETS, COMFORTERS, DUVET COVERS, NAPKINS, OVEN MITTS, PILLOW CASES AND SHAWLS, POTHOLDERS, AND QUILTS	24	REGISTERED	4/25/97	75/281,403	10/26/99	2,289,283
JEWELRY, FIGURINES OF PRECIOUS METAL AND ORNAMENTAL PINS	14	REGISTERED	4/25/97	75/281,435	4/13/99	2,239,538
NUTCRACKERS NOT OF PRECIOUS METAL, TABLEWARE, NAMELY FORKS, KNIVES, AND SPOONS AND CHEESE SLICERS	8	REGISTERED	4/25/97	75/281,436	3/21/00	2,303,528
ROOM FRAGRANCES	03	REGISTERED	4/25/97	75/281,445	10/12/99	2,286,007
TOY MUSIC BOXES, TOY SNOW GLOBES AND HOLIDAY TREE ORNAMENTS AND DECORATIONS	28	ALLOWED	2/18/98	75/436,086		
RESIN AND GLASS FIGURINES	20	ALLOWED	2/18/98	75/436,086		
HOLIDAY ORNAMENTS AND DECORATIONS	28	REGISTERED	4/25/95	74/685,501	10/8/95	2,085,716
RESIN AND GLASS FIGURINES	20	ALLOWED	2/18/98	75/436,385		
TOY MUSIC BOXES, TOY SNOW GLOBES AND HOLIDAY TREE ORNAMENTS AND DECORATIONS	28	ALLOWED	2/18/98	75/436,385		
CHRISTMAS TREE ORNAMENTS AND DECORATIONS	28	REGISTERED	10/30/95	75/011,884	10/8/96	2,086,196

DEER FRIENDS  
DESIGN  
FROSTY LEAF SANTA  
RADKO



# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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**UNITED STATES Continued**

RISING STAR STORE	RETAIL STORE SERVICES IN THE FIELD OF CHRISTMAS AND HOLIDAY ORNAMENTS, TOYS, HOME FRAGRANCES, HOUSEHOLD UTENSILS AND CONTAINERS, FURNITURE, LINENS AND TEXTILES, DECORATIVE PICTURE FRAMES, JEWELRY AND DECORATIVE PAPER GOODS AND STATIONERY	36	REGISTERED	6/20/97	75/312,132	6/8/99	2,251,864
SHINY BRITE	CHRISTMAS TREE HOLIDAY ORNAMENTS	28	ALLOWED	3/19/97	75/259,908		
STAR DESIGN (NEW)	CANDLESTICKS MADE OF PRECIOUS METAL; CANDELABRA MADE OF PRECIOUS METAL; DECORATIVE BOXES MADE OF PRECIOUS METAL; CANDLE HOLDERS AND CANDLE SNUFFERS MADE OF PRECIOUS METAL; CHARMS, FIGURINES AND STATUES MADE OF PRECIOUS METAL; ORNAMENTAL PINS; CUFF LINKS;	14	PENDING	7/30/99	75/764,807		
	VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; NON-ELECTRIC CANDELABRAS, NOT OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE BOXES NOT OF PRECIOUS METAL; PICNIC BASKETS; FLOWER BASKETS; WICKER BASKETS; COMMEMORATIVE PLAT	21	PENDING	7/30/99	75/764,807		
	PICTURE FRAMES; WOOD BOXES; JEWELRY BOXES NOT OF METAL; PLASTIC CAKE DECORATIONS; FURNITURE CHESTS; CUSHIONS; SOFT SCULPTURE WALL DECORATIONS; FITTED FABRIC FURNITURE COVERS; RESIN FIGURINES; MIRRORS; DECORATIVE MOBILES; CHAIR PADS; PILLOWS; CORNS FOR BOT	20	PENDING	7/30/99	75/764,807		
STARLIGHT	CHRISTMAS TREE ORNAMENTS AND DECORATIONS	28	PENDING	7/30/99	75/764,807		
	PUBLICATIONS, NAMELY, MAGAZINES, CATALOGS AND A SERIES OF NON-FICTION BOOKS IN THE FIELD OF HOLIDAY DECORATIONS, COLLECTIBLES, FIGURINES, HOUSEWARES AND MEMBERSHIP CARDS FOR MEMBERS OF A HOLIDAY GIFT CATALOG BUYING CLUB	16	REGISTERED	6/18/97	75/311,097	1/5/99	2,215,944

13-JUN-00

# CHRISTOPHER RADKO Trademark Portfolio

**Goods/Services**

Mark	IC	Status	Filing Date	Application No.	Reg. Date	Registered No
<i>UNITED STATES Continued</i>						
STARLIGHT STORE	42	PENDING	3/22/98	75/865,398		
RETAIL STORE SERVICES, NAMELY, SELLING CHRISTMAS AND HOLIDAY ORNAMENTS, COLLECTIBLES, HOME FRAGRANCES, HOUSEWARES, LINENS, TEXTILES, FIGURINES AND DECORATIVE ITEMS						
THE BRIDES TREE	28	ALLOWED	7/21/98	75/522,699		
ORNAMENTS AND DECORATIONS						
	42	ALLOWED	7/21/98	75/522,699		
CONSULTING AND DESIGN SERVICES RELATING TO ORNAMENTS AND DECORATIONS						
THE DESIGNER TREE	42	PENDING	7/21/98	75/525,770		
CONSULTING AND DESIGN SERVICES RELATING TO ORNAMENTS AND DECORATIONS						
	28	PENDING	7/21/98	75/525,770		
ORNAMENTS AND DECORATIONS						
WOODLAND WINDS	20	REGISTERED	2/18/98	75/436,094	3/21/00	2,333,731
RESIN AND GLASS FIGURINES						
	28	REGISTERED	2/18/98	75/436,094	3/21/00	2,333,731
TOY MUSIC BOXES, TOY SNOW GLOBES AND HOLIDAY TREE ORNAMENTS AND DECORATIONS						

## ARGENTINA

CHRISTOPHER RADKO	21	REGISTERED	1/14/98	2125904	3/10/99	1724414
VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEBRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES, NON-PAPER COASTERS; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCELAIN EGGS;						
	16	REGISTERED	1/14/98	2125903	3/10/99	1724553
PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BODKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;						

# CHRISTOPHER RADKO Trademark Portfolio

**Mark**      **Goods/Services**      **IC**      **Status**      **Filing Date**      **Application No.**      **Reg. Date**      **Registration No.**

**ARGENTINA Contador**

CHRISTOPHER RADKO

VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS

20      PENDING      1/14/98      2125905

DESIGN (OF STAR)

VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEBRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; NON-PAPER COASTERS; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCELAIN EGGS;

21      PENDING      1/14/98      2125907

VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS

28      PENDING      1/14/98      2125908

PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMENTS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKBOOKS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;

16      PUBLISHED      1/14/98      2125805

**AUSTRALIA**

CHRISTOPHER RADKO

VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS IN THIS CLASS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS

28      PUBLISHED      12/24/97      751659      10/19/99      751659

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# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No
AUSTRALIA <i>Crabtree</i> CHRISTOPHER RADKO	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	PUBLISHED	12/24/97	751659	10/19/99	751659
	CANDLESTICKS MADE OF PRECIOUS METAL; CANDELABRA MADE OF PRECIOUS METAL; DECORATIVE BOXES MADE OF PRECIOUS METAL; CANDLE HOLDERS AND CANDLE SNUFFERS MADE OF PRECIOUS METAL; CHARMS, FIGURINES AND STATUES MADE OF PRECIOUS METAL; ORNAMENTAL PINS; CHARMS; CUFF	14	PUBLISHED	12/24/97	751659	10/19/99	751659
	VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDELABRA, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF PRECIOUS METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS	21	PUBLISHED	12/24/97	751659	10/19/99	751659
DESIGN (OF STAR)	VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDELABRA, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF PRECIOUS METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS	21	PUBLISHED	12/24/97	751660	10/19/99	751660
	CANDLESTICKS MADE OF PRECIOUS METAL; CANDELABRA MADE OF PRECIOUS METAL; DECORATIVE BOXES MADE OF PRECIOUS METAL; CANDLE HOLDERS AND CANDLE SNUFFERS MADE OF PRECIOUS METAL; CHARMS, FIGURINES AND STATUES MADE OF PRECIOUS METAL; ORNAMENTAL PINS; CHARMS; CUFF	14	PUBLISHED	12/24/97	751660	10/19/99	751660
	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	PUBLISHED	12/24/97	751660	10/19/99	751660

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# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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**AMAZIL Condensed**

DESIGN (OF STAR)

VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDELABRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL

20 PUBLISHED 6/5/98 820824661

PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMENTS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOK ENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; BOOK PLATES; STATIONERY AND SEALING WA

16 PUBLISHED 6/5/98 820824682

**CANADA**

CHRISTOPHER RADKO

CANDLESTICKS MADE OF PRECIOUS METAL; CANDELABRAS MADE OF PRECIOUS METAL; DECORATIVE BOXES MADE OF PRECIOUS METAL; CANDLE HOLDERS AND CANDLE SNUFFERS MADE OF PRECIOUS METAL; CHARMS, FIGURINES AND STATUES MADE OF PRECIOUS METAL; ORNAMENTAL PINS; CHARMS; CUF

14 REGISTERED 12/24/97 865,354 5/27/99 512,334

PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMENTS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOK ENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES

16 REGISTERED 12/24/97 865,354 5/27/99 512,334

VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDELABRAS, NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCELAIN EGGS; PORCELAIN, CRYSTAL, GLASS AND CHINA BUSTS; CAKE SERVERS AND STANDS; NAPKIN HOLDERS; SOAP HOLDERS;

21 REGISTERED 12/24/97 865,354 5/27/99 512,334

13-Jun-00

# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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CANADA Continued

CHRISTOPHER RADKO

	VINTAGE TOYS; CHRISTMAS TREE ORNAMENTS AND DECORATIONS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS	28	REGISTERED	12/24/97	865,356	5/27/99	512,334
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DESIGN (OF STAR)

	VINTAGE TOYS; CHRISTMAS TREE ORNAMENTS AND DECORATIONS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS	28	REGISTERED	12/24/97	865,355	4/28/99	511,206
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	VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDELABRAS, NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCELAIN EGGS; PORCELAIN, CRYSTAL, GLASS AND CHINA BUSTS; CAKE SERVERS AND STANDS; NAPKIN HOLDERS; SOAP HOLDERS;	21	REGISTERED	12/24/97	865,355	4/28/99	511,206
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	CANDLESTICKS MADE OF PRECIOUS METAL; CANDELABRAS MADE OF PRECIOUS METAL; DECORATIVE BOXES MADE OF PRECIOUS METAL; CANDLE HOLDERS AND CANDLE SNUFFERS MADE OF PRECIOUS METAL; CHARMS, FIGURINES AND STATUES MADE OF PRECIOUS METAL; ORNAMENTAL PINS; CHARMS; CUF	14	REGISTERED	12/24/97	865,356	4/28/99	511,206
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	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMENTS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOK ENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES	16	REGISTERED	12/24/97	865,355	4/28/99	511,206
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RIISING STAR STORE

	RETAIL STORE SERVICES IN THE FIELD OF CHRISTMAS AND HOLIDAY ORNAMENTS, TOYS, HOME FRAGRANCES, HOUSEHOLD UTENSILS AND CONTAINERS, FURNITURE, LINENS AND TEXTILES, DECORATIVE PICTURE FRAMES, JEWELRY AND DECORATIVE PAPER GOODS AND STATIONERY	35	PENDING	10/5/90	1,031,259		
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# CHRISTOPHER RADKO Trademark Portfolio

P. 12/27  
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Mark Goods/Services IC Status Filing Date Application No. Reg. Date Registration No

**CANADA Confound**

STARLIGHT STORE	RETAIL STORE SERVICES, NAMELY, SELLING CHRISTMAS AND HOLIDAY ORNAMENTS, COLLECTIBLES, HOME FRAGRANCES, HOUSEWARES, LINENS, TEXTILES, FIGURINES AND DECORATIVE ITEMS	42	PENDING	9/22/99	1,029,726	
THE BRIDE'S TREE	ORNAMENTS AND DECORATIONS	28	PENDING	1/20/99	1002510	
THE DESIGNER TREE	CONSULTING AND DESIGN SERVICES RELATING TO ORNAMENTS AND DECORATIONS	42	PENDING	1/20/99	1002510	
	CONSULTING AND DESIGN SERVICES RELATING TO ORNAMENTS AND DECORATIONS	42	PENDING	1/20/99	1002511	
	ORNAMENTS AND DECORATIONS	28	PENDING	1/20/99	1002511	

**CHINA**

CHRISTOPHER RADKO	VASES NOT OF PRECIOUS METAL; CANDLESTICKS NOT OF PRECIOUS METAL; CERAMIC PRODUCTS FOR HOUSEHOLD PURPOSES; DECORATIVE PLATES NOT OF PRECIOUS METAL; DECORATIVE BOXES NOT OF PRECIOUS METAL; PORCELAIN, CRYSTAL, GLASS AND CHINA BUSTS; TABLEWARE (OTHER THAN KN	21	REGISTERED	1/1/98	9800005823	5/20/99 1275616
	PICTURE FRAMES; WOOD BOXES; JEWELRY CASES NOT OF PRECIOUS METAL; BASKETS NOT OF METAL; CHESTS NOT OF METAL; WOOD AND PLASTICS FIGURINES; SILVERED GLASS MIRRORS; PILLOWS; NAMES PLATES NOT OF METAL	20	REGISTERED	1/1/98	9800005822	4/14/99 1282885
	TOYS; ORNAMENTS FOR CHRISTMAS TREES (EXCEPT ILLUMINATION ARTICLES AND CONFECTIONERY); BELLS FOR CHRISTMAS TREES; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS	28	REGISTERED	1/1/98	9800005824	4/21/99 1265683

13-Jun-00

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# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
CHRISTOPHER RADKO DESIGN (OF STAR)	PAINTINGS (PICTURES) FRAMED OR UNFRAMED; PAPER MACHE FIGURINES; GREETING CARDS; PHOTO ALBUMS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; WRAPPING PAPER; AND STATIONERY	16	REGISTERED	1/1/98	9800005821	9/7/99	1310417
		16	REGISTERED	1/1/98	9800005825	5/20/99	1275454
		20	REGISTERED	1/1/98	9800005826	4/21/99	1266080
		21	REGISTERED	1/1/98	9800005827	5/20/99	1275617
CZECH REPUBLIC CHRISTOPHER RADKO	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	REGISTERED	12/30/97	126963	6/20/99	216375
		28	REGISTERED	12/30/97	126963	6/20/99	218375

13-JUN-00

# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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**CZECH REPUBLIC Continued**

DESIGN (OF STAR)

16	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	REGISTERED	12/30/97	128962	6/23/99	218374
28	VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES; GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS	28	REGISTERED	12/30/97	128962	6/23/99	218374

**EUROPEAN UNION (CTM)**

CHRISTOPHER RADKO

28	CHRISTMAS TREE ORNAMENTS; CHRISTMAS TREE DECORATIONS; CHRISTMAS GARLANDS; CHRISTMAS TREE SKIRTS; CHRISTMAS TREE STAND COVERS; HOLIDAY DECORATIONS, BELLS, CARDS; JIGSAW PUZZLES	28	PUBLISHED	4/1/96	179267		
24	BATH LINEN; BATH MATS; BED BLANKETS; BED SHEETS; PILLOW CASES; CURTAINS; POT HOLDERS; TABLE LINEN; MATS; NAPKINS; OVEN MITTS; TOWELS; WINDOW CURTAINS	24	PUBLISHED	4/1/96	179267		
16	ADDRESS BOOKS; APPOINTMENT BOOKS; COLOUR PRINTS; BAGS FOR MERCHANDISE PACKAGING; BOOK-MARKS; BOXES FOR MERCHANDISE PACKAGING; BOOK-CALENDARS; CHRISTMAS CARDS, GREETING CARDS; CATALOGUES FOR ORNAMENTS AND GIFTS; PAPER TABLE CLOTHS, PAPER COASTERS; COLOURING BOOK	16	PUBLISHED	4/1/96	179267		
16	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	REGISTERED	12/31/97	713792	7/1/99	713792

DESIGN (OF STAR)

13-Jun-00

# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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EUROPEAN UNION (TM) Copyrighted

DESIGN (OF STAR)

VASES; CANDLES/TICKS AND CANDLE HOLDERS NOT OF PRECIOUS METAL; CANDELABRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCELAIN EGGS; PORCELAIN,

VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SHIRTS; ARTIFICIAL TREES; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS

HONG KONG

CHRISTOPHER RADKO

PICTURE FRAMES; WOOD BOXES; JEWELRY BOXES NOT OF METAL; ITEMS MADE OF WOOD; BASKETS; FURNITURE; CAKE DECORATIONS; FABRIC FURNITURE COVERS; WOOD AND PLASTIC FIGURINES; GLASSES; MIRRORS; MOBILES; CHAIR PADS; PILLOWS; PLATES; CORKS FOR BOTTLES; WOOD SIGNS; A

PAINTINGS; PAPER MACHE FIGURINES; PAPER; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES; STATIONERY AND SEALING

DESIGN (OF STAR)

PICTURE FRAMES; WOOD BOXES; JEWELRY BOXES NOT OF METAL; GOODS MADE OF WOOD; BASKETS; FURNITURE; CAKE DECORATIONS OF WOOD OR PLASTIC; CHESTS; CUSHIONS; DECORATIONS MADE OF WOOD; WOOD AND PLASTIC FIGURINES; GLASSES; MIRRORS; MOBILES; CHAIR PADS; PILLOWS; CO

21 REGISTERED 12/31/97 713792 7/1/99 713792

20 REGISTERED 12/31/97 713792 7/1/99 713792

20 PUBLISHED 1/28/98 98 02904 1/20/00 7349/2000

16 REGISTERED 1/26/98 98 00905 9/7/99 10989/1999

20 PUBLISHED 1/26/98 98 00902 11/16/99 14132/1999

# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Data	Registration No.
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HONG KONG Condensed

DESIGN (OF STAR)

PAINTINGS; PAPER MACHE FIGURINES; PAPER, GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COONBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES; STATIONERY AND SEALING

18 REGISTERED 1/26/98 98 009403 1/25/98 4782/1988

INDIA

CHRISTOPHER RADKO

VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CAROLEBRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL

21 PENDING 12/24/97 783527

PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;

16 PENDING 12/24/97 783535

VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS AND ALL OTHER GOODS FALLING IN CLASS 28

28 PENDING 12/24/97 783528

DESIGN (OF STAR)

VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS AND ALL OTHER GOODS FALLING IN CLASS 28

28 PENDING 12/24/97 783534

13-Jun-00

# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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INDIA Continued

DESIGN (OF STAR)

21	VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEBRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL	21	PENDING	12/24/97	783530		
16	PAININGS, PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOK ENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	PENDING	12/24/97	783529		

INDONESIA

CHRISTOPHER RADKO

28	VINTAGE TOYS, HOLIDAY DECORATIONS AND ORNAMENTS, HOLIDAY TREE SKIRTS, PORCELAIN DOLLS, RAG DOLLS, TOY SNOWGLOBES, MARIONETTE PUPPETS, STUFFED TOY ANIMALS AND TRAIN SETS	28	REGISTERED	3/10/98	D98-4025	11/1/99	434216
16	PAININGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOK ENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	REGISTERED	3/10/98	D98-4023	11/1/99	434214
21	VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEBRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCELA	21	REGISTERED	3/10/98	D98-4024	11/1/99	434215

13-Jun-00

**CHRISTOPHER RADKO Trademark Portfolio**

Mark Goods/Services IC Status Filing Date Application No. Reg. Date Registration No

**INDONESIA Continued**

DESIGN (OF STAR)  
 PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;

VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEBRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL

VINTAGE TOYS, HOLIDAY DECORATIONS AND ORNAMENTS, HOLIDAY TREE SKIRTS, PORCELAIN DOLLS, RAG DOLLS, TOY SNOWGLOBES, MARIONETTE PUPPETS, STUFFED TOY ANIMALS AND TRAIN SETS

**JAPAN**

**CHRISTOPHER RADKO**

PAPER, PAPER CONTAINERS, PRINTED MATTERS, CALLIGRAPHY AND PAINTINGS, STATIONERY (EXCLUDING INSECT COLLECTING IMPLEMENTS), TABLEMAT OF PAPER, RIBBONS AND BOWS OF PAPER, PAPER MACHE FIGURINES AND SEALING WAXES

DECORATION TOYS OF CHRISTMAS TREE, CHRISTMAS TREE AND OTHER TOYS AND DOLLS

**DESIGN (OF STAR)**

PAPER, PAPER CONTAINERS, PRINTED MATTERS, CALLIGRAPHY AND PAINTINGS, STATIONERY (EXCLUDING INSECT COLLECTING IMPLEMENTS), TABLEMAT OF PAPER, RIBBONS AND BOWS OF PAPER, PAPER MACHE FIGURINES AND SEALING WAXES

DECORATION TOYS OF CHRISTMAS TREE, CHRISTMAS TREE AND OTHER TOYS AND DOLLS

13-Jun-00

P. 18/27 NO. 272 018

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# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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## MALAYSIA

CHRISTOPHER RADKO

VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SHIRTS; ARTIFICIAL TREES; GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS

28 PENDING 1/27/98 9801152

PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAPS; WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;

16 PENDING 1/27/98 9801154

VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEABRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL

21 PENDING 1/27/98 9801153

DESIGN (OF STAR)

VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SHIRTS; ARTIFICIAL TREES; GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS

28 PENDING 1/27/98 9801155

PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAPS; WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;

16 PENDING 1/27/98 9801151

VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEABRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL

21 PENDING 1/27/98 9801150

13-Jun-00

# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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**MEXICO**

CHRISTOPHER RADKO	VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS	28	PENDING	1/7/98	318880		
	VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEABRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL	21	PENDING	1/7/98	318967		
	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	PENDING	1/7/98	318889		
DESIGN (OF STAR)	VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS	28	PENDING	1/7/98	318902		
	VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEABRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL	21	PENDING	1/7/98	318991		
	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	PENDING	1/7/98	318883		

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# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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## PHILIPPINES

CHRISTOPHER RADKO

16 PROPOSED  
 PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;

21 PROPOSED  
 VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEBRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL

DESIGN (OF STAR)

21 PROPOSED  
 VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEBRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL

16 PROPOSED  
 PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;

## POLAND

CHRISTOPHER RADKO

28 PENDING 1/8/98 Z-182063  
 VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SHIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS

13-Jun-00

# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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*POLAND Continued*

CHRISTOPHER RADKO

PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;

16 PENDING 1/8/98 Z-182063

DESIGN (OF STAR)

VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS

28 PENDING 1/8/98 Z-182062

**ROMANIA**

CHRISTOPHER RADKO

VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS

18 PUBLISHED 1/5/98 47644 5/24/00 33025

PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;

16 PUBLISHED 1/5/98 47844 5/24/00 33025

13-Jun-00

# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No
ROMANIA Continued DESIGN (OF STAR)	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS, DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	PUBLISHED	1/6/98	47645	5/24/00	33026
	VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES, GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS	18	PUBLISHED	1/5/98	47845	5/24/00	33026
SLOVAK REPUBLIC							
CHRISTOPHER RADKO	PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS; CALENDARS; POSTERS; COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;	16	PENDING	1/9/98	005198		
	VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES; GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS	28	PENDING	1/9/98	005198		
DESIGN (OF STAR)	VINTAGE TOYS; HOLIDAY DECORATIONS AND ORNAMENTS; HOLIDAY TREE SKIRTS; ARTIFICIAL TREES; GARLANDS AND WREATHS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS AND TRAIN SETS	28	PUBLISHED	1/9/98	005298		

13-Jun-00

# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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**SIOWAN REPUBLIC Continued**

DESIGN (OF STAR)

16	PUBLISHED	1/8/98	005298				
PAINTINGS; PAPER MACHE FIGURINES; PAPER AND PLASTIC PLACEMATS; GREETING CARDS AND NOTE CARDS; PHOTO ALBUMS; BOOKENDS; DATE BOOKS, CALENDARS; POSTERS, COOKBOOKS; GIFT WRAP; GIFT WRAP BOWS AND RIBBONS; ADDRESS LABELS; PAPER BAGS FOR PACKAGING; BOOK PLATES;							

**SOUTH KOREA**

CHRISTOPHER RADKO

43	REGISTERED	1/21/98	1527/98	2/24/99			442342
METALLIC TOYS; WOODEN TOYS; PAPER-MADE TOYS; CLOTH-MADE TOYS; TOY MUSICAL INSTRUMENTS; TOY SETS; CLOTHES FOR DOLLS; MANNEDOLL DOLLS							
52	REGISTERED	1/21/98	1528/98	2/3/99			440576
POST CARDS; WOODEN SCULPTURES OR FIGURINES; PLASTIC SCULPTURES OR FIGURINES; GREETING CARDS; CALENDARS; POSTERS; PORCELAIN EGGS; PORCELAIN AND CRYSTAL AND CHINA BUSTS							
29	REGISTERED	1/21/98	1528/98	1/21/99			438770
CANDLESTICKS; CANDLE HOLDERS, NOT OF PRECIOUS METAL AND CANOLEABRAS, NOT ELECTRIC OR OF PRECIOUS METAL							
26	REGISTERED	1/21/98	1525/98	J/10/99			443688
HOLIDAY TREE SKIRTS; WOODEN CHESTS; CURTAINS; TABLECLOTHS; WHITE PORCELAIN WARES; PICTURE FRAMES; PILLOWS; BLANKETS; CHRISTMAS TREE DECORATIONS AND ORNAMENTS							
21	REGISTERED	1/21/98	1523/98	4/1/99			445677
GIFT WRAP OR WRAPPING PAPERS; WRITING AND DRAWING PAPERS							
25	REGISTERED	1/21/98	1524/98	2/18/99			441964
PAPER BAGS FOR PACKAGING; DECORATIVE BOXES NOT OF METAL; WOODEN BOXES; METALLIC BOXES; DECANTERS							
18	REGISTERED	1/21/98	1522/98	3/12/99			443981
PAPER AND PLASTIC PLACEMATS; COASTERS; DECORATIVE PLATES; BOTTLE OPENERS; DISHES; LARGE BOWLS; SMALL BOWLS; TEACUPS; TEASPOONS; TEACUP SAUCERS							

13-Jun-00

# CHRISTOPHER RADKO Trademark Portfolio

**Goods/Services**

Mark	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
SOUTH KOREA Continued DESIGN (OF STAR)	28	REGISTERED	1/21/98	1532/98	3/10/99	443687
	HOLIDAY TREE SKIRTS; WOODEN CHESTS; CURTAINS; TABLECLOTHS; WHITE PORCELAIN WARES; PICTURE FRAMES; PILLOWS; BLANKETS; CHRISTMAS TREE DECORATIONS AND ORNAMENTS					
	18	REGISTERED	1/21/98	1529/98	3/12/99	443982
	PAPER AND PLASTIC PLACEMATS; COASTERS; DECORATIVE PLATES; BOTTLE OPENERS; DISHES; LARGE BOWLS; SMALL BOWLS; TEACUPS; TEASPOONS; TEACUP SAUCERS					
	29	REGISTERED	1/21/98	1533/98	1/21/99	438771
	CANDLESTICKS; CANDLE HOLDERS, NOT OF PRECIOUS METAL AND CANDLEBRAS, NOT ELECTRIC OR OF PRECIOUS METAL					
	43	REGISTERED	1/21/98	1534/98	2/24/99	442544
	METALLIC TOYS; WOODEN TOYS; PAPER-MADE TOYS; CLOTH-MADE TOYS; TOY MUSICAL INSTRUMENTS; TOY SETS; CLOTHES FOR DOLLS; MANNEQUIN DOLLS					
	52	REGISTERED	1/21/98	1535/98	2/3/99	440577
	POST CARDS; WOODEN SCULPTURES OR FIGURINES; PLASTIC SCULPTURES OR FIGURINES; GREETING CARDS; CALENDARS; POSTERS; PORCELAIN EGGS; PORCELAIN AND CRYSTAL AND CHINA BUSTS					
SRI LANKA DESIGN (OF STAR)	21	REGISTERED	1/21/98	1530/98	2/24/99	442543
	GIFT WRAP OR WRAPPING PAPERS; WRITING AND DRAWING PAPERS					
	25	REGISTERED	1/21/98	1531/98	4/27/99	447058
DECORATIVE BOXES NOT OF METAL; WOODEN BOXES; METALLIC BOXES; DECANTERS						

21 PUBLISHED 2/1/98 86770

VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDLEBRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL

# CHRISTOPHER RADKO Trademark Portfolio

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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*SRI LANKA Certified*

**RADKO**

VASES; CANDLESTICKS AND CANDLE HOLDERS, NOT OF PRECIOUS METAL; CANDELABRAS, NOT ELECTRIC OR OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES NOT OF METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCEL

21 PENDING 10/14/98 89875

**TAIWAN**

**CHRISTOPHER RADKO**

PICTURE FRAMES; WOOD BOXES; PLASTIC AND WOODEN JEWELRY BOXES; PLASTIC DECORATIONS FOR USE IN RESPECT OF FOOD; LARGE WOOD BOXES; CUSHIONS; DECORATIONS MADE OF WOOD, WAX, PLASTICS AND PLASTER; WOOD AND PLASTIC FIGURINES; CHAIR PADS; PILLOWS; PLASTIC AND WOOD

20 REGISTERED 2/11/98 87005518 4/1/99 00845844

CHILDRENS' TOYS; CHRISTMAS DECORATIONS; CHRISTMAS DECORATIONS; CHRISTMAS TREES MADE OF PLASTICS; GARLANDS AND WREATHS FOR USE AS CHRISTMAS DECORATIONS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS; TRAIN SETS; AND MU

28 REGISTERED 2/11/98 87005520 3/16/99 00844304

**DESIGN (OF STAR)**

PICTURE FRAMES; WOOD BOXES; PLASTIC AND WOODEN JEWELRY BOXES; PLASTIC DECORATIONS FOR USE IN RESPECT OF FOOD; LARGE WOOD BOXES; CUSHIONS; DECORATIONS MADE OF WOOD, WAX, PLASTICS AND PLASTER; WOOD AND PLASTIC FIGURINES; CHAIR PADS; PILLOWS; PLASTIC AND WOOD

20 REGISTERED 2/11/98 87005519 5/1/99 00850412

CHILDRENS' TOYS; CHRISTMAS DECORATIONS; CHRISTMAS TREES MADE OF PLASTICS; GARLANDS AND WREATHS FOR USE AS CHRISTMAS DECORATIONS; PORCELAIN DOLLS; RAG DOLLS; TOY SNOWGLOBES; MARIONETTE PUPPETS; STUFFED TOY ANIMALS; TRAIN SETS; AND MUSIC BOXES (WHICH ARE TO

28 REGISTERED 2/11/98 87005521 3/16/99 00844305

13-Jun-00

**CHRISTOPHER RADKO Trademark Portfolio**

Mark	Goods/Services	IC	Status	Filing Date	Application No.	Reg. Date	Registration No.
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**THAILAND**

CHRISTOPHER RADKO AND DESIGN	VASES; CANDLESTICKS, NOT OF PRECIOUS METAL; CERAMIC PLATES AND DISHES; COASTERS; DECORATIVE PLATES; DECORATIVE BOXES, NOT OF PRECIOUS METAL; FLOWER BASKETS; COMMEMORATIVE PLATES; ICE BUCKETS; PORCELAIN EGGS; CAKE SERVERS; CAKE STANDS; NAPKIN HOLDERS; SOAP	21	REGISTERED	2/24/98	355007	2/24/98	TM 90278
	PICTURE FRAMES; WOOD BOXES; JEWELRY BOXES, NOT OF PRECIOUS METAL; BASKETS, NOT OF PRECIOUS METAL; BASKETS, NOT OF PRECIOUS METAL; FURNITURE; CHESTS; CUSHIONS; DECORATION OF PLASTIC FOR FOODSTUFF; FABRIC FURNITURE COVERS; GLASSES; MIRRORS; MOBILES; CHAIR PADS	20	REGISTERED	2/24/98	355008	2/24/98	TM 8474
	CANDLESTICKS MADE OF PRECIOUS METAL; DECORATIVE BOXES MADE OF PRECIOUS METAL; CANDLE SHUFFERS MADE OF PRECIOUS METAL; CHARMIS MADE OF PRECIOUS METAL; FIGURINES MADE OF PRECIOUS METAL; ORNAMENTAL PINS; CHARMIS; CUFF LINKS; NAPKIN RINGS MADE OF PRECIOUS METAL	14	REGISTERED	2/24/98	355006	2/24/98	94273

P. 27/27 914 946 0134 TO 19736240356 TRADEMARK JUL 15 5 FR MCCARTHY FINGER 10:07 06/14/2000 13-Jun-00

SCHEDULE B

Assignor's exceptions to covenants and warranties in Section 3 of the Trademark Collateral Security Agreement dated June 20, 2000, by and between CHRISTOPHER RADKO, as "Assignor," and FLEET CAPITAL CORPORATION, as "Lender."

**NONE**



## SCHEDULE C

### LICENSES

1. License by Assignor to Starad Inc. to use Assignor's trademarks and copyrights in connection with its business.

2. License Agreement dated February 15, 2000 between Starad Inc. to Bellpointe Inc. granting to Bellpointe the exclusive rights to use the intellectual property associated with the Licensor's "Ornament Collections" and specified trademarks in connection with certain types of sweaters, vests and outfits.

SCHEDULE I

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK     )  
  : SS.:  
COUNTY OF *(Westchester)* )

KNOW ALL MEN BY THESE PRESENTS, that CHRISTOPHER RADKO, an individual residing at 26 Cayuga Road, Scarsdale, New York (hereafter called "Assignor"), pursuant to a Trademark Collateral Security Agreement ("Trademark Security Agreement"), hereby appoints and constitutes FLEET CAPITAL CORPORATION, a Rhode Island corporation, with offices at 1125 Route 22 West, Bridgewater, New Jersey 08807 ("Lender" under that certain Loan and Security Agreement dated as of June 20, 2000 between Borrower and Lender and under that certain Guaranty dated June 20, 2000 from Assignor), his true and lawful attorney, with full power of substitution, and with full power and authority to perform the following acts on behalf of Assignor at such times as Lender shall exercise its rights under Section 7 of the Trademark Security Agreement:

1. Assigning, selling or otherwise disposing of all right, title and interest of Assignor in and to the Trademarks listed on Schedule A of the Trademark Security Agreement, and including those Trademarks which are added to the same subsequent hereto, and all registrations and applications appurtenant thereto, and all pending applications therefor, and to execute and deliver any and all agreements, documents, instruments of assignment or other papers necessary or advisable to effect such purpose; and
2. To execute any and all other documents, statements, certificates or other papers necessary or advisable in order to obtain the purposes described above as Lender may in its sole discretion determine.

This power of attorney is made pursuant to the Trademark Security Agreement, dated the date hereof, between Assignor and Lender and may not be revoked until the payment in full of all Obligations as defined in such Trademark Security Agreement.

  
CHRISTOPHER RADKO

STATE OF NEW YORK )

: ss.:

COUNTY OF *Westchester* )

On this \_\_\_\_ day of June, 2000, before me personally came CHRISTOPHER RADKO, to me known, who, being by me duly sworn, did depose and say that he executed the foregoing instrument as and for his voluntary act and deed.

*Jennifer A. Kelly*  
Notary Public

JENNIFER A. DUNN *(Kelly)*  
Notary Public, State of New York  
No. 60-4987849  
Qualified in Westchester County  
Term Expires Oct. 21, 199*9*  
*2001*