

10-16-00

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

11-02-2000

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

RE



101503947

TO: The Commissioner of Patents and Trademarks: Please record the attached original document(s) or copy(ies).

**Submission Type**

- New
- Resubmission  
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
- Change of Name                      Month      Day      Year
- Other -- Notice of Security Interest

**Conveying Party**

Mark if additional names of conveying parties attached

Name                      Smith & Noble, LLC

Formerly

Execution Date  
Month      Day      Year  
07      25      2000

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

1870878

**Receiving Party**

Mark if additional names of receiving attached

Name                      Fleet National Bank

DBA/AKA/TA

Composed of

Address (line 1)      One Federal Street

Address (line 2)      MA DE 10007G

Address (line 3)                      Boston                                      MA                                      02110-2010  
City                                      State/Country                      Zip Code

- Individual                       General Partnership                       Limited Partnership                       Association
- Corporation                       Association
- Other -- National Banking Association
- 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 Assignment.)

FOR OFFICE USE ONLY

11/01/2000 GTOM11 00000094 1870878

01 FC:481                      40.00 OP  
02 FC:482                      200.00 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: 002165 FRAME: 0857**

**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 (617) 570-1292

Name Miriam J. Rovner  
Address (line 1) Goodwin, Procter & Hoar LLP  
Address (line 2) Exchange Place  
Address (line 3) 53 State Street  
Address (line 4) Boston, MA 02109-2881

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

# 3

**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)  
  
See attached

Registration Number(s)  
  
See attached

**Number of Properties**

Enter the total number of properties involved

# 9

**Fee Amount**

Fee Amount for Properties Listed (37 CFR 3.41):

\$240.00

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:

# 07-1700

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.

Bernard J. Podurgiel  
Name and Person Signing

B. J. Podurgiel  
Signature

10/16/00  
Date Signed

SCHEDULE 1

SMITH & NOBLE, LLC

TRADEMARKS

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expir. Date/Status</u>
Smith&Noble	1,870,878	9/1/93	12/27/04
Window Elements	2,193,719	8/28/97	10/6/08
Windoware	1,870,879	9/1/93	12/27/04
Blinds Plus	1,666,184	9/20/90	11/26/01
Americas Leading Resource for Window Treatments	76-042,148	05/04/00	Pending
My Scrapbook	76-041,279	05/04/00	Pending
Window Elements	76-039,924	05/04/00	Pending
Windoware	76-039,924	05/03/00	Pending
Smith + Noble	76-039,922	05/03/00	Pending

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NOTICE OF SECURITY INTEREST

(IN U.S. TRADEMARKS)

WHEREAS, SMITH & NOBLE, LLC, a Delaware limited liability company (herein referred to as "Assignor"), has adopted, used and is using the trademarks listed on the annexed Schedule 1, which trademarks are registered in the United States Patent and Trademark Office, or are applications pending in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, Assignor is obligated to Fleet National Bank (herein referred to as "Assignee"), as agent for itself and for the ratable benefit of the financial institutions party from time to time to the Third Amended and Restated Loan Agreement dated as of August 24, 1998 (as amended, the "Loan Agreement") and has entered into a Trademark, Patent and Copyright Security Agreement dated the date hereof, (the "Agreement") with Assignee; and

WHEREAS, pursuant to the Agreement, Assignor has granted to Assignee a security interest in, and mortgage on, all right, title and interest of Assignor in and to the Trademarks, together with the goodwill of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof for the full term of the Trademarks (the "Collateral"), to secure the payment, performance and observance of the Obligations, as defined in the Loan Agreement (or any guaranty thereof), now or hereafter owing by the Assignor.

NOW THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, Assignor does hereby grant to Assignee a security interest in, and mortgage on, the Collateral to secure the prompt payment, performance and observance of the Obligations (or any guaranty thereof) now or hereafter owing by the Assignor.

Assignor does hereby further acknowledge and affirm that the rights and remedies of Assignee with respect to the grant of security interest in and mortgage on the Collateral made and granted hereby are more fully set forth in the Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

Assignee's address is One Federal Street, Boston, Massachusetts 02110.

IN WITNESS WHEREOF, Assignor has caused this Notice of Security Interest to be duly executed by its officer thereunto duly authorized as of the \_\_\_ day of July, 2000.

[SEAL]

SMITH & NOBLE, LLC

By: William T. End  
Name: William T. End  
Title: Vice President

*State of Maine*  
COMMONWEALTH OF MASSACHUSETTS )  
COUNTY OF ~~SUFFOLK~~ *Cumberland* )<sup>SS</sup>

On this 25 day of July, 2000, before me appeared William T. End to me personally known, who, being by me duly sworn, did depose and say that he is a Vice President of SMITH & NOBLE, LLC, the limited liability company named in and which executed the foregoing instrument; that being duly authorized he did execute the foregoing instrument on behalf of the limited liability company therein named; and that the foregoing instrument is the free and authorized act and deed of said limited liability company.

Notary Public William T. Stewart  
My commission expires: Oct. 5, 2006  
(Seal)

WILLIAM T. STEWART  
Notary Public, Maine  
My Commission Expires October 5, 2006

SCHEDULE 1

SMITH & NOBLE, LLC

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<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expir. Date/Status</u>
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Window Elements	2,193,719	8/28/97	10/6/08
Windoware	1,870,879	9/1/93	12/27/04
Blinds Plus	1,666,184	9/20/90	11/26/01
Americas Leading Resource for Window Treatments	76-042,148	05/04/00	Pending
My Scrapbook	76-041,279	05/04/00	Pending
Window Elements	76-039,924	05/04/00	Pending
Windoware	76-039,924	05/03/00	Pending
Smith + Noble	76-039,922	05/03/00	Pending

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