

12-08-2000



101545222

11.3.00

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

#### Submission Type

- New
- Resubmission (Non-Recordation)  
Document ID # \_\_\_\_\_
- Correction of PTO Error  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_
- Corrective Document  
Reel # \_\_\_\_\_ Frame # \_\_\_\_\_

#### Conveyance Type

- Assignment
- Security Agreement
- Merger
- Change of Name
- Other \_\_\_\_\_
- License
- Num Pro Tunc Assignment

TRADEMARK OFFICE  
 RECEIVED  
 2000 NOV - 3  
 3:30  
 U.S. PATENT & TRADEMARK OFFICE  
 EFFECTIVE DATE  
 MONTH DAY YEAR

#### Conveying Party

Mark if additional names of conveying parties attached

Name Fitz and Floyd, Inc. Execution Date 08271999  
 Month Day Year

Formerly \_\_\_\_\_

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

#### Receiving Party

Mark if additional names of receiving parties attached

Name Fleet Capital Corporation

DBA/AKATA \_\_\_\_\_

Composed of \_\_\_\_\_

Address (line 1) 2711 North Haskell

Address (line 2) Suite 2100

Address (line 3) Dallas TX 75204  
City State/Country Zip Code

- Individual
- General Partnership
- Limited Partnership
- Corporation
- Association
- Other \_\_\_\_\_
- Citizenship/State of Incorporation/Organization Rhode Island

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.)

12/07/2000 MYN611 00000331 500700 75714255

FOR OFFICE USE ONLY

01 FC:401 40.00 CH  
02 FC:402 725.00 CH

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

REEL: 2194 FRAME: 0586

**Domestic Representative Name and Address**

Enter for the first Receiving Party only.

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Correspondent Name and Address**

Area Code and Telephone Number

Name

Address (line 1)

Address (line 2)

Address (line 3)

Address (line 4)

**Pages**

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

#

**Trademark Application Number(s) or Registration Number(s)**

Mark if additional numbers attached

Enter either the Trademark Application Number or the Registration Number (DO NOT ENTER BOTH numbers for the same property).

**Trademark Application Number(s)**

**Registration Number(s)**

<input type="text" value="75714255"/>	<input type="text" value="75714253"/>	<input type="text" value="75450419"/>
<input type="text" value="75714256"/>	<input type="text" value="75711303"/>	<input type="text" value="75450413"/>
<input type="text" value="75714254"/>	<input type="text" value="75764414"/>	<input type="text" value="75450412"/>

<input type="text" value="1070624"/>	<input type="text" value="1315308"/>	<input type="text" value="1346922"/>
<input type="text" value="1278990"/>	<input type="text" value="1336235"/>	<input type="text" value="1677664"/>
<input type="text" value="1224297"/>	<input type="text" value="1333763"/>	<input type="text" value="1865822"/>

**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

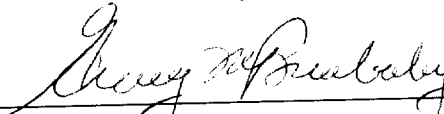
No

**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.

George M. Borababy

Name of Person Signing



Signature

11/21/2000

Date Signed

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

FORM PTO-1618C  
Expires 06/30/99  
OMB 0851-0027

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)**

<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
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1828895	1835480	<input type="text"/>
1836815	1941553	<input type="text"/>
1812961	1902254	<input type="text"/>
1800131	1888605	<input type="text"/>
1895140	2241137	<input type="text"/>
1833358	<input type="text"/>	<input type="text"/>
1786792	<input type="text"/>	<input type="text"/>

**AMENDED AND RESTATED TRADEMARK SECURITY AGREEMENT**  
**[Fitz and Floyd]**

WHEREAS, FITZ AND FLOYD, INC., a Delaware corporation ("Grantor"), owns the trademarks, trademark registrations, and trademark applications listed on Schedule 1 annexed hereto, and is a party to, or has been assigned the rights by the party to, the trademark licenses listed on Schedule 1 annexed hereto; and

WHEREAS, Grantor, Fitz and Floyd Factory Outlet, Inc. ("Factory Outlet") (Grantor and Factory Outlet are hereinafter collectively, "Borrower") and Fitz and Floyd Factory Outlet of San Marcos, Inc. ("San Marcos") and Fleet Capital Corporation, a Rhode Island corporation ("Fleet"), are parties to that certain Loan and Security Agreement, dated as of April 15, 1997 (as the same may have been amended and in effect from time to time, the "Existing Loan Agreement"), which provided for extensions of credit to be made to Grantor, Factory Outlet and San Marcos by Fleet; and

WHEREAS, Borrower, Fleet and the other financial institution(s) named as lender from time to time to that certain Loan Agreement (as hereinafter defined) (collectively, "Lender"), and Fleet, as agent for Lender (in such capacity, "Grantee"), are parties to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (as hereafter amended, modified and in effect from time to time, the "Loan Agreement"), which Loan Agreement provides for the refinance, increase and extension of the credit facility made by Fleet to Borrower and San Marcos under the Existing Loan Agreement by amending, modifying, extending and restating, but not extinguishing or constituting a novation of, the Existing Loan Agreement and the security interests and liens created by the Original Loan Agreement; and

WHEREAS, Grantor and Fleet entered into that certain Trademark Security Agreement, dated as of April 15, 1997 (as amended, the "Original Security Agreement"), pursuant to which Grantor granted to Fleet a security interest in all right, title and interest of Grantor in, to and under all now owned and hereafter acquired trademarks, together with the goodwill of the business symbolized by Grantor's trademarks, and all proceeds thereof, to secure the payment of all amounts owing by Grantor under the Original Loan Agreement;

WHEREAS, Grantor, Grantee and Lender desire to amend and restate the Original Security Agreement as herein set forth;

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee, for the benefit of Lender, a continuing security interest in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

- (1) each trademark, trademark registration and trademark application, including, without limitation, the trademarks, trademark registrations (together with any

reissues, continuations or extensions thereof) and trademark applications referred to in Schedule 1 annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each trademark, trademark registration and trademark application;

(2) each trademark license and all of the goodwill of the business connected with the use of, and symbolized by, each trademark license; and

(3) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any trademark or trademark registration including, without limitation, the trademarks and trademark registrations referred to in Schedule 1 annexed hereto, the trademark registrations issued with respect to the trademark applications referred in Schedule 1 and the trademarks licensed under any trademark license, or (b) injury to the goodwill associated with any trademark, trademark registration or trademark licensed under any trademark license.

This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

This Amended and Restated Trademark Security Agreement is given in amendment, restatement and modification (but not extinguishment) of the Original Security Agreement. The terms and provisions of this Amended and Restated Trademark Security Agreement shall be in amendment and restatement of, and replacement for, the terms and provisions in the Original Security Agreement.

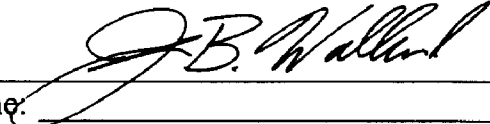
Grantor and Grantee agree that in the event of a conflict between the terms of this Amended and Restated Trademark Security Agreement and the terms of the Loan Agreement, the terms of the Loan Agreement shall govern.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor , through its duty authorized officer, has caused this Amended and Restated Trademark Security Agreement to be executed as of the 27<sup>th</sup> day of August, 1999.

**GRANTOR:**


FITZ AND FLOYD, INC.

By:   
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

Acknowledged, agreed and accepted as of the date hereof:

**GRANTEE:**

FLEET CAPITAL CORPORATION, as Agent

By:   
Name: Joy L. Bartholomew  
Title: Senior Vice President

ACKNOWLEDGMENT

STATE OF NEW YORK §  
  §        ss.  
COUNTY OF NEW YORK §

On the 27<sup>th</sup> day of August, 1999, before me personally appeared JOHN BLUMBERG JR. to me personally known or proved to me on the basis of satisfactory evidence to be the person described in and who executed the foregoing instrument as the CHIEF FINANCIAL OFFICER of Fitz and Floyd, Inc., who being by me duly sworn, did depose and say that he is the CFO of Fitz and Floyd, Inc., the corporation described in and which executed the foregoing instrument; that [s]he signed the said instrument on behalf of said corporation by order of its Board of Directors; and that [s]he acknowledged said instrument to be the free act and deed of said corporation.

Kathryn Graybill  
Notary Public

(Seal)

My commission expires:

KATHRYN GRAYBILL  
Notary Public, State of New York  
No. 01111131  
Qualified in New York  
Compliance Report No. 3, 2001

**SCHEDULE 1  
To  
TRADEMARK SECURITY AGREEMENT**

**Trademark Registrations**

<u>MARK</u>	<u>REG. NO.</u>	<u>DATE</u>
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See attached Exhibit A.

**Trademark Applications**

See attached Exhibit A.

**Material Common Law Trademarks**

See attached Exhibit B.

**Trademark Licenses**

<u>Name of Agreement</u>	<u>Parties</u>	<u>Date of Agreement</u>
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See attached Exhibit C.



SCHEDULE OF TRADEMARK REGISTRATIONS AND APPLICATIONS

TRADEMARK	COUNTRY	OWNER	STATUS	APP. OR REG. NUMBER	APP. OR REG. DATE
FITZ AND FLOYD GUILD	UNITED STATES	FITZ & FLOYD, INC.	PENDING	75714255	5-19-99
FITZ AND FLOYD CLASSICS	UNITED STATES	FITZ & FLOYD, INC.	PENDING	75714256	5-19-99
FITZ AND FLOYD ESSENTIALS	UNITED STATES	FITZ & FLOYD, INC.	PENDING	75714254	5-19-99
CLASSIC CHOICES BY FITZ AND FLOYD	UNITED STATES	FITZ & FLOYD, INC.	PENDING	75714253	5-19-99
HONEYBOURNE HOLLOW	UNITED STATES	FITZ & FLOYD, INC.	PENDING	75911303	5-18-99
FITZ AND FLOYD HOME FRAGRANCE	UNITED STATES	FITZ & FLOYD, INC.	PENDING -(No notice of Serial No. as of 7/30/99)	N/A	N/A
CHARMING TAILS	UNITED STATES	FFSC, INC.	REGISTERED	1941553	12-12-95
PERFECT-FIT	UNITED STATES	SILVESTRI, INC.	REGISTERED	1902254	6-27-95

TRADEMARK	COUNTRY	OWNER	STATUS	APP. OR REG. NUMBER	APP. OR REG. DATE
AMERICAN SETTINGS COLLECTION	UNITED STATES	FFSC, INC.	REGISTERED	1895140	5-23-95
READY-LIT	UNITED STATES	SILVESTRI, INC.	REGISTERED	1888605	4-11-95
AMERICAN BY DE- SIGN INTERNATIONAL BY STYLE	UNITED STATES	FFSC, INC.	REGISTERED	1865822	12-6-94
FLOPPY FOLKS	UNITED STATES	FFSC, INC.	REGISTERED	1836815	5/17/94
MOVERS AND SHAK- ERS	UNITED STATES	FFSC, INC.	REGISTERED	1828895	3-29-94
RF & DESIGN	UNITED STATES	FITZ AND FLOYD, INC. or FFSC, INC.	REGISTERED; SEC- TION 8 & 15 AC- CEPTED	1346922	7-2-85
LEAF & ACORN	UNITED STATES	FITZ AND FLOYD, INC.	REGISTERED	2241137	4-20-99
MUGS BY DEFINITION	UNITED STATES	FFSC, INC.	REGISTERED	1835480	5-10-94
YULE TREE	UNITED STATES	FFSC, INC.	REGISTERED	1833358	4-26-94

TRADEMARK	COUNTRY	OWNER	STATUS	APP. OR REG. NUMBER	APP. OR REG. DATE
ENCHANTED FOR-EST	UNITED STATES	FFSC, INC.	REGISTERED	1812961	12-21-93
HOLIDAY HAMLET	UNITED STATES	FFSC, INC.	REGISTERED	1800131	10-19-93
RENAISSANCE	UNITED STATES	FFSC, INC.	REGISTERED	1786792	8-10-93
FF LOGO	UNITED STATES	FITZ AND FLOYD, INC. (Del.)	REGISTERED	1677664	3-3-92
OMNIBUS COLLECTION INTERNATIONAL	UNITED STATES	FITZ AND FLOYD, INC. (Del.)	REGISTERED	1336235	5-21-85
OCI LOGO	UNITED STATES	FITZ AND FLOYD, INC.	REGISTERED	1315308	1-22-85
FITZ AND FLOYD	UNITED STATES	FFSC, INC.	REGISTERED	1278990	5-22-84
FF & DESIGN	UNITED STATES	FITZ AND FLOYD, INC. (Del.)	REGISTERED	1224297	1-18-83
FF	UNITED STATES	FFSC, INC.	REGISTERED	1070624	8-22-77
SNOWY WOODS	UNITED STATES	FITZ AND FLOYD, INC.	PENDING	75450419	3-16-98

TRADEMARK	COUNTRY	OWNER	STATUS	APP. OR REG. NUMBER	APP. OR REG. DATE
LITTLE CHARMERS	UNITED STATES	FITZ AND FLOYD, INC.	PENDING	75450413	3-16-98
TEENY TINY TAILS	UNITED STATES	FITZ & FLOYD, INC.	PENDING	75450412	3-16-98
ROBERT FLOYD & DESIGN	UNITED STATES	FITZ AND FLOYD, INC. or FFSC, INC.	REGISTERED; SECTION 8 & 15 ACCEPTED	1333763	4-30-85
FF	ITALY	FITZ AND FLOYD, INC. (Texas)	REGISTERED	REN 406809	9-2-80
FF	MEXICO	FITZ AND FLOYD, INC. (Texas)	PENDING	App No. 105737	N/A
FF	PORTUGAL	FITZ AND FLOYD, INC. (Texas)	REGISTERED	271912	2-17-93
FF	GREAT BRITAIN	FITZ AND FLOYD, INC. (Del.)	REGISTERED	1450437 - PART B	12-13-90
FF	BENELUX	FFSC, INC. (Del.)	REGISTERED	368559	8-13-80
FF	CANADA	FITZ AND FLOYD, INC. (Texas)	REGISTERED	227430	4-28-78
FF	DENMARK	FITZ AND FLOYD, INC. (Texas)	REGISTERED	VR 02695 1981	10-9-81
FF	FRANCE	FFSC, INC. (France)	REGISTERED	1606613	7-27-90

TRADEMARK	COUNTRY	OWNER	STATUS	APP. OR REG. NUMBER	APP. OR REG. DATE
FITZ AND FLOYD	SWITZERLAND	FITZ AND FLOYD, INC. (Texas)	REGISTERED	310421	10-24-80
FITZ AND FLOYD	GERMANY	FITZ AND FLOYD, INC. (Texas)	REGISTERED	1018931	8-14-80
FITZ AND FLOYD	ITALY	FITZ AND FLOYD, INC. (Texas)	REGISTERED	N406808	9-2-80
FITZ AND FLOYD	MEXICO	FITZ AND FLOYD, INC. (Texas)	REGISTERED	411877	1-31-91
FITZ AND FLOYD	PORTUGAL	FITZ AND FLOYD, INC. (Texas)	REGISTERED	271913	2-17-93
FITZ AND FLOYD	AUSTRALIA	FFSC, INC. (Del.)	REGISTERED	B323583	10-31-76
FITZ AND FLOYD	AUSTRALIA	FFSC, INC. (Del.)	REGISTERED	B368583	11-25-81
FITZFLOYD	AUSTRALIA	FFSC, INC. (Del.)	REGISTERED	A324730	12-5-85
FITZ AND FLOYD	BENELUX	FFSC, INC. (Del.)	REGISTERED	368558	8-14-90
FITZ AND FLOYD	CANADA	FFSC, INC. (Del.)	REGISTERED	225464	1-20-78
FITZ AND FLOYD	DENMARK	FITZ AND FLOYD, INC. (Texas)	REGISTERED	2695/1981	10-9-81
FITZ AND FLOYD	GREAT BRITAIN	FITZ AND FLOYD, INC. (Del.)	REGISTERED	1450439	12-13-90

TRADEMARK	COUNTRY	OWNER	STATUS	APP. OR REG. NUMBER	APP. OR REG. DATE
FITZ AND FLOYD	FRANCE	FFSC, INC. (France)	REGISTERED	1606814	7-27-90
FF FITZ AND FLOYD	WEST GER- MANY	FITZ AND FLOYD, INC. (Texas)	REGISTERED	1030899	2-3-81
FITZ AND FLOYD FF	AUSTRALIA	FFSC, INC. (Del.)	REGISTERED	B372324	3-3-82
OCI LOGO	AUSTRALIA	FFSC, INC. (Del.)	REGISTERED	B467069	7-28-83
OCI LOGO	AUSTRALIA	FFSC, INC. (Del.)	REGISTERED	B467068	7-28-83
OCI LOGO	AUSTRALIA	FFSC, INC. (Del.)	REGISTERED	B394820	7-28-83
OCI LOGO	CANADA	FFSC, INC. (Del.)	REGISTERED	316976	8-1-86
OCI LOGO	GREAT BRIT- AIN	FITZ AND FLOYD, INC.	REGISTERED	B1204868	10-7-83
OMNIBUS COLLECTION INTERNATIONAL	AUSTRALIA	FFSC, INC. (Del.)	REGISTERED	B460356	7-28-83
OMNIBUS COLLECTION INTERNATIONAL	AUSTRALIA	FFSC, INC. (Del.)	REGISTERED	B394819	7-28-83
OMNIBUS COLLECTION INTERNATIONAL	CANADA	FFSC, INC. (Del.)	REGISTERED	TMA334976	12-4-87

TRADEMARK	COUNTRY	OWNER	STATUS	APP. OR REG. NUMBER	APP. OR REG. DATE
CHARMING TAILS	CANADA	FITZ AND FLOYD, INC.	PENDING	853839	8-19-97
LEAF & ACORN	CANADA	FITZ AND FLOYD, INC.	PENDING	853840	8-19-97
F.F.	UNITED STATES TEXAS	FITZ & FLOYD, INC. (Del.)	REGISTERED (Renewed 4/25/85, 7/17/95)	32111	7-23-75

**SCHEDULE OF MATERIAL COMMON LAW TRADEMARKS**

Fitz and Floyd Home Fragrances-  
Ocean Treasures  
Florentine Fruit

Imperial Fern

The Bears of Honeybourne Hollow

All trademarks listed in the 1999 Fitz and Floyd Catalogue, which is incorporated herein by reference

See attached list of "Charming Tails" trademarks.



MATERIAL COMMON LAW TRADEMARKS:

Charming Tails Trademarks

SKU #	Item Description	Pg. No.
□ 80/1	Off To The Fair	31
□ 80/10	The Big Winner	30
□ 80/2	The Ticket Booth	30
□ 80/3	Get Your Candy Apple Here!	30
□ 80/4	The Daffodil Twirl	31
□ 80/5	Test Your Strength	30
□ 80/6	Mushroom Carousel	31
□ 80/7	The Berry Toss Game	30
□ 80/8	Tulip Farm Wheel	30
□ 81/5	Charming Tails Pop Display-Summer Day	32
□ 81/6	Charming Tails Pop Display-Cottage	32
□ 81/7	Charming Tails Pop Display-Squashville	32
□ 81/8	Charming Tails Pop Display-Wedding	32
□ 81/9	Teeny Tails Pop Display	31
□ 82/100	Here Comes The Bride	12
□ 82/101	My Heart's All A-Flutter	12
□ 82/102	Maid Of Honor	12
□ 82/103	The Best... Bunnies	12
□ 82/104	The Ring Bearer	12
□ 82/105	Wedding Day Blossoms	12
□ 82/107	The Car-Away Car	12
□ 82/108	The Ajar Of Love	12
□ 82/109	Together Forever	12
□ 83/700	Toasting Marshmallows	12
□ 83/701	Life's A Picnic With You	14
□ 83/702	Cone Fishin'	15
□ 83/703	Camping Out	14
□ 83/704	The Blossom Bounce	15
□ 83/801	Rowboat Romance	15
□ 83/802	Building Castles	14
□ 83/803	A Day At The Lake	13
□ 83/804	Come On In-The Water's Fine!	15
□ 83/805	Stewart's Day In The Sun	15
□ 83/806	Buried Treasures	15
□ 83/807	Triple Delight	14
□ 83/809	Mow, Mow, Mow The Lawn	13
□ 83/810	Friendship Is Always A Great Bargain	11
□ 84/100	Love Is In The Air	11
□ 84/101	I'm Your Love Bunny	11
□ 84/103	Our Love Has Blossomed	11
□ 84/104	You Can't Run From Love	11
□ 84/106	I'd Do It All Over Again	11
□ 85/998	Gourd Slide	33
□ 85/999	Cornfield Feast	33
□ 85/100	Mouse Candleholder	33
□ 85/401	Fall Frolicking	33
□ 85/402	Cape Off To You	33
□ 85/403	Acorns Built For Two	7
□ 85/410	Jack O'Lantern Jolopy	17
□ 85/411	Pumpkin's First Pumpkin	19
□ 85/412	Turkey With Dressing	18
□ 85/414	Stack O'Lanterns	17
□ 85/417	Booooo!	33
□ 85/507	Harvest Fruit	33
□ 85/508	Open Pumpkin	33
□ 85/509	Pear Candleholders	33
□ 85/510	Pumpkin Votive	33
□ 85/511	Frolicking Pumpkins	33
□ 85/512	Jumping Jack O'Lanterns	33

SKU #	Item Description	Pg. No.
□ 85/513	Pumpkin Slide	34
□ 85/514	Pairing Leaves	34
□ 85/516	Sausp C/H	34
□ 85/604	Pumpkin Pie	34
□ 85/607	Candy Corn Vampire	34
□ 85/608	Giving Thanks	18
□ 85/618	Horn Of Plenty	34
□ 85/613	Candy Apples	35
□ 85/615	Garden Naptime	34
□ 85/700	Stewart's Apple Costume	19
□ 85/701	Reginald's Gourd Costume	19
□ 85/702	Turkey Traveller	19
□ 85/703	Ghost Stories	17
□ 85/704	The Good Witch	17
□ 85/776	Let's Get Cracking	34
□ 85/777	Reginald's Hideaway	34
□ 85/778	Pumpkin Playtime Waterglobe	34
□ 85/880	Hocus Pocus	17
□ 85/881	Mackenzie's Purr-Purr Tractor	16
□ 85/882	Harvest Time Honey's	18
□ 85/883	Haunted Hayride	16
□ 86/652	Air Mail To Santa	29
□ 86/653	Our First Christmas Together, 3rd Edition	34
□ 86/655	Bundle Of Joy	34
□ 86/656	Heading For The Slopes	29
□ 86/657	Ski Jumper	29
□ 86/658	Tricycle Built From Treats	28
□ 86/659	Pine Cone Predicament	34
□ 86/660	All Lit Up	20
□ 86/701	Maxine's Angel	28
□ 86/704	Mackenzie In Mitten	28
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