

12-28-2000

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



12-08-2000

U.S. Patent & TMOfo/TM Mail Ropt. Dt. #40



101565205

*Handwritten:* MKO  
12.8.00

### RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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

<b>Submission Type</b>		<b>Conveyance Type</b>	
<input checked="" type="checkbox"/> New	<input type="checkbox"/> Resubmission (Non-Recordation) Document ID # _____	<input type="checkbox"/> Assignment	<input type="checkbox"/> License
<input type="checkbox"/> Correction of PTO Error Reel # _____ Frame # _____	<input type="checkbox"/> Corrective Document Reel # _____ Frame # _____	<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Nunc Pro Tunc Assignment Effective Date Month Day Year <b>11 17 00</b>
		<input type="checkbox"/> Merger	<input type="checkbox"/> Change of Name
		<input type="checkbox"/> Other _____	

**Conveying Party**  Mark if additional names of conveying parties attached

Name Wright Acquisition Co. Execution Date  
Month Day Year **11 15 00**

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 SunTrust Bank

DRA/AKA/TA \_\_\_\_\_

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

Address (line 1) 303 Peachtree Street

Address (line 2) 3rd Floor

Address (line 3) Atlanta City Georgia State/Country 30308 Zip Code

Individual  General Partnership  Limited Partnership  Corporation  Association

Corporation  Association

Other \_\_\_\_\_

Citizenship/State of Incorporation/Organization Georgia

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

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: 002200 FRAME: 0737**

**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="75/430015"/>	<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" value="1,358,165"/>	<input type="text" value="1,117,715"/>	<input type="text" value="757,410"/>
<input type="text" value="435,827"/>	<input type="text" value="908,314"/>	<input type="text" value="507,382"/>
<input type="text" value="1,048,584"/>	<input type="text" value="752,483"/>	<input type="text" value="908,315"/>

**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.

Ellen Morrissey-Hughes

Name of Person Signing



Signature

12-1-00

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

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Mark if additional numbers attached

**Trademark Application Number(s)**

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**Registration Number(s)**

1,936,372	1,346,416	710,764
1,391,688	398,738	1,446,521
821,181	1,640,598	974,394
819,155	2,320,261	1,367,420
2,266,594	2,320,262	1,417,539
1,188,748	820,815	2,339,127
2,299,401	821,358	2,341,798

**RECORDATION FORM COVER SHEET  
CONTINUATION  
TRADEMARKS ONLY**

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U.S. Department of Commerce  
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**TRADEMARK**

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Execution Date  
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Formerly

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Other

Citizenship State of Incorporation/Organization

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Name

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Composed of

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Address (line 2)

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Zip Code

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Mark if additional numbers attached

**Trademark Application Number(s)**

**Registration Number(s)**

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2,339,128	<input type="text"/>	<input type="text"/>
1,354,141	<input type="text"/>	<input type="text"/>
904,123	<input type="text"/>	<input type="text"/>
1,708,357	<input type="text"/>	<input type="text"/>
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**COLLATERAL ASSIGNMENT AND  
SECURITY AGREEMENT (TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of November 17, 2000, executed by WRIGHT ACQUISITION CO., a Delaware corporation ("Grantor"), in favor of SUNTRUST BANK, a Georgia banking corporation ("SunTrust"), as Agent (the "Agent"), on its behalf and on behalf of the lenders ("Lenders") from time to time party to the Credit Agreement (as defined below). Terms used herein but not defined herein shall have the meaning defined for those terms in the Credit Agreement (as defined below).

**WITNESSETH:**

WHEREAS, Conso International Corporation, as successor in interest to CIC Acquisition Sub, Inc., (the "Borrower"), the Lenders, the Agent, the Security Agent, the Swingline Lender, the Issuing Bank, the Syndication Agent and the Documentation Agent are parties to that certain Amended and Restated Revolving Credit and Term Loan Agreement, dated as of the date hereof (as amended, restated, supplemented, or otherwise modified from time to time, the "Credit Agreement");

WHEREAS, the Grantor owns certain trademarks which are registered in, or applications for registration which have been filed in, the United States Patent and Trademark Office, and rights under certain Trademark Licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

WHEREAS, the Grantor has entered into a Supplement to Security Agreement, dated as of even date herewith in favor of the Agent, pursuant to which the Grantor has collaterally assigned, mortgaged, pledged and hypothecated to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in and to, and granted to the Agent, for its benefit and the ratable benefit of the Lenders, a security interest in, the property described therein, including, without limitation, (a) all of the Grantor's Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which the Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantor's Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which the Grantor now has or hereafter acquire rights and wherever located; and (c) all products and proceeds any of the foregoing, as security for all of the Obligations; and

WHEREAS, as a condition precedent to the extension of such financial accommodations pursuant to the Credit Agreement and in furtherance of the Supplement to Security Agreement, including, without limitation, for purposes of perfecting the security interests granted therein, the

Lenders have required that the Grantor grant to the Agent, for its benefit and the ratable benefit of Lenders, a security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

“Trademark License” means any written agreement now or hereafter in existence granting to the Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

“Trademarks” means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited and except for any intent to use applications unless or until a statement of use or amendment to assert use has been filed with the United States Patent and Trademark Office), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. As security for all of the Obligations, the Grantor hereby grants and conveys a security interest to the Agent, for its benefit and the ratable benefit of the Lenders, in, and collaterally assigns, pledges, mortgages and hypothecates to the Agent, for its benefit and the ratable benefit of the Lenders, all of its right, title and interest in, to and under the following (collectively, the “Property”):

(a) each Trademark now or hereafter owned by the Grantor or except the Grantor now has or hereafter acquires rights and wherever located (except any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of the Grantor relating thereto or represented

thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by the Grantor or in which the Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by the Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Agent exercises the rights and remedies accorded to it under the Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time the Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to the Property, but with respect to all Property being used in the Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property, provided, however, that the foregoing shall not impose an obligation on Grantor to continue to use any of the Property in the Grantor's business to the extent that such Property is not necessary in the normal conduct of its business.

3. The Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of the Grantor with respect to the Property and the rights and remedies of the Agent with respect to the security interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Security Agreement in accordance with Section 14 thereof. At any time and from time to time prior to such termination, the Agent may terminate its security interest in or reconvey to the Grantor any rights with respect to any or all of the Property. Upon termination of this Agreement and following a request from the Grantor, the Agent shall, at the expense of the Grantor, execute and deliver to the Grantor all deeds, assignments and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, the Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and the Grantor shall comply with the terms of the Security Agreement with respect to such new Trademark or Trademark License. The Grantor authorizes the Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Grantor further agrees that (a) neither the Agent nor any Lender shall have any obligation or responsibility to protect or defend the Property and the Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Security Agreement, (b) the Grantor shall forthwith advise the Agent promptly in writing upon detection of infringements of any of the Property being used in the Grantor's business and (c) if the Grantor fails to comply with the requirements of the preceding clause (a), the Agent or any Lender may do so in the Grantor's name or in its own name, but in any case at the Grantor's expense, and the Grantor hereby agrees to reimburse the Agent and the Lenders for all reasonable expenses, including attorneys' fees, incurred by the Agent and the Lenders in protecting, defending and maintaining the Property.

7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[Signatures on following page]



SUNTRUST BANK,  
as Agent

By: Bradley J. Staples  
Name: Bradley J. Staples  
Title: Director

[Signature]  
Witness

[Signature]  
Witness

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

On the 15 day of November, 2000 before me personally came Bradley J. Staples, to me personally known and known to me to be the person described in and who executed the foregoing instrument as the Director of SunTrust Bank, who being by me duly sworn, did depose and say that he is the Director of SunTrust Bank, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

[Signature]  
Notary Public

My Commission Expires: 10/24/00

[NOTARIAL SEAL]

ROSE BELLANTUONO  
Notary Public, State of New York  
No. 01BE5034998  
Qualified in Richmond County  
Commission Expires Oct. 24, 2000

SIGNATURE PAGE TO COLLATERAL ASSIGNMENT (TRADEMARKS)

Schedule I  
to Collateral Assignment  
and Security Agreement (Trademarks)

WRIGHT ACQUISITION CO.

**PENDING AND REGISTERED U.S. TRADEMARKS**

<b><u>MARK</u></b>	<b><u>NUMBER</u></b>
BALENE (knitting needles)	1358165
BONDEX (stylized) (plastic coated mending tape)	435827
BONDEX (fabric patches coated with heat responsive bonding)	1048584
BONDEX (Stylized) (pressing cloths for use with iron-on patches)	1117715
BOYE (scissors, shears, sewing machine needles)	908314
BOYE & DESIGN (manicure implements)	752483
BOYE & DESIGN (art needlework implements)	757410
BOYE & DESIGN (art needlework implements)	507382
BOYE & DESIGN (knitting tubes, knitting bags, knitting stands)	908315
COLOR BARS (cotton fabrics)	1936372
CROCHET MASTER (crochet needles & carrying cases)	1391688
DIANA (art needlework products)	821181
DIANA & DESIGN (art needlework products)	819155
EZ (stylized) (printed patterns, drawing templates for quilting)	2266594
EZ INTERNATIONAL	1188748
EZ QUILTING	2299401
IRONTEX	1346416
KAPPA & DESIGN	398738
KNITMATES	1640598
LENDING TEXTILE INC.	2320261
LTI	2320262
NEEDLE MASTER & DESIGN	820815
PERFECTION POINTS	821358
RADIANCE	710764

<u>MARK</u>	<u>NUMBER</u>
SHOULDER LITES	1446521
SOFT AND EASY	974394
TRIM-PRO	1367420
WHALE DESIGN	1417539
WRIGHT'S CREATIVE CLASSICS	2339127
WRIGHT'S DESIGNER CLASSICS	2341798
WRIGHT'S HOME COLLECTION	Application No. 75/430015
WRIGHT'S TRADITIONAL CLASSICS	2339128
WRIGHTS (sewing thread)	1354141
WRIGHTS (fabric ribbon, narrow fabric tapes)	904123
WRIGHTS SPECIAL OCCASION RIBBON	1708357

### PENDING AND REGISTERED FOREIGN TRADEMARKS

<u>COUNTRY</u>	<u>MARK</u>	<u>NUMBER</u>
Australia	BALENE	A449496
Australia	WHALE DESIGN	A449494
Canada	BONDEX	UCA/43483
Canada	BOYE & DESIGN (art needlework implement)	178311
Canada	BOYE & DEVICE	TMDA14009
Canada	WRIGHT'S	162530
Canada	WRIGHTS	206182
European Community	BOYE & DESIGN (knitting and sewing machines)	Application No. 146662
European Community	BOYE (STYLIZED LETTERS)	Application No. 146605
European Community	WRIGHTS	146696
France	WRIGHTS	1256292
Japan	"W" LOGO	2415183
Japan	BOYE (IN CIRCLES)	2502154
United Kingdom	BOYE & LOGO	B931663

### WM. E. WRIGHT OF CANADA, INC.

Canada

MAGIC-PLEATS & DESIGN 322129

**TRADEMARK LICENSES**

NONE

cc: Ms. Valerie N. Nichols  
Ms. Carolyn Z. Alford  
Mr. Todd Holleman  
Ms. Susan Lake