

01-05-2001

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U.S. DEPARTMENT OF COMMERCE Patent and Trademark Office

101572074

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):
Creative Catalogs Corporation and PC Acquisition, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
 Additional name(s) of conveying party(ies) attached? Yes No

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other

Execution Date:

2. Name and address of receiving party(ies):
 Name: Silicon Valley Bank
 Internal Address: Loan Documentation HG150
 Street Address: 3003 Tasman Drive
 City: Santa Clara State: Ca ZIP: 95054

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

If assignee is not domiciled in the United States, a domestic representative designation is attached Yes No
 (Designations must be a separate document from assignment)
 Additional name(s) & address(es) attached? Yes No

4. Application number(s) or trademark number(s):

A. Trademark Application No.(s) 75 - 426027	B. Trademark Registration No.(s)
75 - 426015	
75 - 426016	

Additional numbers attached? Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
 Name: Silicon Valley Bank
 Internal Address: Loan Documentation HG150
 Street Address: 3003 Tasman Dr.
 City: Santa Clara State: Ca ZIP: 95054

6. Total number of applications and registrations involved: _
 7. Total fee (37 CFR 3.41):\$ 90
 Enclosed
 Authorized to be charged to deposit account
 8. Deposit account number:
 (Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

09/21/2000 MTHAI1 00000459 75426027
 01 FC:401 40.00 OP
 02 FC:402 50.00 OP

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.

Name of Person Signing _____ Signature _____ Date 8/16/00

Total number of pages comprising cover sheet:

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of August 15, 2000 by and among SILICON VALLEY BANK, a California chartered bank ("Bank"), Creative Catalogs Corporation, a Delaware corporation, and PC Acquisition, Inc., a Delaware corporation (collectively called "Grantors" and each individually a "Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodation to Grantors (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and among Bank and Grantors of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantors, but only upon the condition, among others, that Grantors shall grant to Bank a security interest in certain Copyrights, Trademarks, Patents, and Mask Works to secure the obligations of Grantors under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, each Grantor has granted to Bank a security interest in all of such Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement, Grantors hereby represent, warrant, covenant and agree as follows:

AGREEMENT

To secure its obligations under the Loan Agreement, each Grantor grants and pledges to Bank a security interest in all of such Grantor's right, title and interest in, to and under its Intellectual Property Collateral (including without limitation those Copyrights, Patents, if any, Trademarks and Mask Works listed on Schedules A, B, C, and D attached hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof. Notwithstanding the foregoing, the security interest granted herein does not extend to and the term "Intellectual Collateral" does not include any Intellectual Property to the extent (i) the granting of a security interest in it would be contrary to applicable law, or (ii) that such rights are nonassignable by their terms (but only to the extent the prohibition is enforceable under applicable law, including, without limitation, Section 9318(4) of the Code) without the consent of the licensor or other party (but only to the extent such consent has not been obtained). Except as disclosed on the Schedules hereto, no Intellectual Property is bound by any license or other agreement that prohibits or otherwise restricts the applicable Borrower from granting a security interest in such Borrower's interest in Intellectual Property. Borrowers shall take such steps as Bank requests to obtain the consent of, or waiver by, any person whose consent or waiver is necessary for such Intellectual Property to be deemed "Collateral" and for Bank to have a security interest in it that might otherwise be restricted or prohibited by law or by the terms of any license or agreement covering such Intellectual Property, whether now existing or entered into in the future. If this Agreement is terminated, Bank's lien and security interest in the Collateral will continue until Borrowers fully satisfy their Obligations.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every

right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Creative Catalogs Corporation

145 Tower Drive
Burr Ridge, IL 60521

By: John S. Selbach
Title: CEO

Attn: _____

Address of Grantor:

PC Acquisition, Inc.

145 Tower Drive
Burr Ridge, IL 60521

By: John S. Selbach
Title: CEO

Attn: _____

BANK:

Address of Bank:

SILICON VALLEY BANK

9701 West Higgins Rd., Suite 150
Rosemont, IL 60018

By: _____
Title: _____

Attn: _____

powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

IN WITNESS WHEREOF, the parties have cause this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

GRANTOR:

Address of Grantor:

Creative Catalogs Corporation

145 Tower Drive
Burr Ridge, IL 60521

By: _____

Attn: _____

Title: _____

Address of Grantor:

PC Acquisition, Inc.

145 Tower Drive
Burr Ridge, IL 60521

By: _____

Attn: _____

Title: _____

Address of Bank:

BANK:

SILICON VALLEY BANK

9701 West Higgins Rd., Suite 150
Rosemont, IL 60018

By: Jamie K Rowlinson

Title: Assistant Vice President

Attn: _____

C:\MSOFFICE\WINWORD\SiliconValleyBank\CreativeCatalogs\IntellectualProprtSecurityAgtMarked\KSP\mer

EXHIBIT A

Copyrights

Description

Registration/
Application
Number

Registration/
Application
Date

- NONE -

EXHIBIT B

Patents

Description

Registration/
Application
Number

Registration/
Application
Date

--NONE--

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
<u>Personal Creations</u>	<u>75-426027</u>	<u>1/30/98</u>
<u>Personal Creations Gift Shows</u>	<u>75-426015</u>	<u>1/30/98</u>
<u>Initials</u>	<u>75-426016</u>	<u>1/30/98</u>

EXHIBIT D

Mask Works

Description

Registration/
Application
Number

Registration/
Application
Date

- NONE -