

03-07-2001



101627030

2.26.01

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 License
- Security Agreement Nunc Pro Tunc Assignment
- Merger
- Change of Name
- Other

Effective Date
Month Day Year
12 29 2000

Conveying Party

Mark if additional names of conveying parties attached

Name

Execution Date
Month Day Year
12 29 2000

Formerly

506268

- 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

- 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 Assignment.)

03/07/2001 GTDN11 00000049 506268

FOR OFFICE USE ONLY

01 FC:481
02 FC:482

40.00 DP
800.00 DP

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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: 002245 FRAME: 0513

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)

<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"/>

Registration Number(s)

<input type="text" value="Please see attached schedule"/>		
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

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.

Deborah A. Basile, Esq.

Deborah A Basile

2/22/01

Name of Person Signing

Signature

Date Signed

**SCHEDULE II TO INTELLECTUAL PROPERTY SECURITY AGREEMENT
BUXTON TRADEMARK PORTFOLIO**

COUNTRY	TRADEMARK	REG. DATE	REGISTRATION NO.	EXPIRATION DATE
United States	CARD-TAINER	Feb. 1, 1949	506,268	Feb. 1, 2009
	CONVERTIBLE	July 3, 1951	544,695	July 3, 2001
	CONVERTIBLE	May 20, 1997	2,062,760	May 20, 2007
	STATESMAN	Aug. 11, 1953	578,592	Aug. 11, 2003
	SPEC-TAINER	July 17, 1956	630,857	July 17, 2006
	KEY-TAINER	Jan. 5, 1965	782,638	Jan. 5, 2005
	LADY BUXTON	Jan. 12, 1965	783,046	Jan. 12, 2005
	LORD BUXTON	Jan. 12, 1965	783,047	Jan. 12, 2005
	BUXTON	Jan. 19, 1965	783,452	Jan. 19, 2005
	ORGANIZER	Mar. 29, 1966	806,179	Mar. 29, 2006
	BUXTON	Feb. 21, 1967	824,477	Feb. 21, 2007
	MUCH CLUTCH	Jan. 28, 1975	1,002,797	Jan. 28, 2005
	BB DESIGN	Oct. 13, 1981	1,172,938	Oct. 31, 2001
	DOPP	Apr. 13, 1982	1,193,631	Apr. 13, 2002
	DOPP KIT	June 8, 1982	1,197,268	June 8, 2002
	CAL-Q-CLUTCH	Jan. 18, 1983	1,224,257	Jan. 18, 2003
	CAL-Q & DESIGN	May 15, 1984	1,278,008	May 15, 2004
	CRAFTMARK	July 2, 1985	1,346,173	July 2, 2005
	BUXTON BANKER	Apr. 29, 1986	1,391,597	Apr. 29, 2006
	WEXFORD COLLECTION	Sept. 18, 1990	1,613,852	Sept. 18, 2010
	PIK-ME-UPS	Aug. 11, 1992	1,706,775	Aug. 11, 2002
	DOPP & EAGLE DESIGN	Jan. 26, 1993	1,748,499	Jan. 26, 2003
	LIFEBOOK- THE COMPLETE FAMILY ORGANIZER	Feb. 25, 1997	2,041,036	Feb. 25, 2007
	EASY-TRAK	Mar. 11, 1997	2,042,972	Mar. 11, 2007
	PIERSON & POST	Apr. 8, 1997	2,051,293	Apr. 8, 2007
	ENSEMBLE CLUTCH	Dec. 2, 1997	2,117,291	Dec. 2, 2007
	CAL-Q-SECRETARY	Nov. 30, 1982	1,218,386	Nov. 30, 2002
	KEYTAINER	Mar. 14, 1922	153,132	Mar. 14, 2002
	CONTINENTAL SLIMS	Aug. 14, 1984	1,290,067	Aug. 14, 2004
	GAITOR-BAITOR	Sept. 14, 1982	1,207,918	Sept. 14, 2002

COUNTRY	TRADEMARK	REG. DATE	REGISTRATION NO.	EXPIRATION DATE
	THINFOLD (SCRIPT)	Dec. 19, 1950	535,054	Dec. 19, 2010
	CONTOUR	Aug. 14, 1962	735,840	Aug. 14, 2002

COUNTRY	TRADEMARK	APPLICATION DATE	APPLICATION NO.	STATUS
UNITED STATES	THE WALLET YOU WEAR KAHKI BUXTON (AND DESIGN)	Jan. 15, 1999	75/621,487	Notice of Allowance Received – Use filed October 15, 2000

INTELLECTUAL PROPERTY SECURITY AGREEMENT
AND
CONSENT AND CONFIRMATION OF SUBORDINATION

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT AND CONSENT AND CONFIRMATION OF SUBORDINATION, dated as of December 29, 2000, is made by BUXTON ACQUISITION CO., L.L.C., a Massachusetts limited liability company ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("GECC"), and is consented to and subordination thereto is confirmed by CITIZENS CAPITAL, INC., a Massachusetts corporation ("CITIZENS")

W I T N E S S E T H:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and among Grantor (Grantor is sometimes hereinafter referred to as the "Borrower") and GECC (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), GECC has agreed to make the Loans (the "Senior Loans") for the benefit of the Borrower; and

WHEREAS, GECC is willing to make the Senior Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to GECC this Intellectual Property Security Agreement;

WHEREAS, Grantor is indebted to Citizens pursuant to that certain Senior Subordinated Loan Agreement dated April 21, 1998, the Senior Subordinated Promissory Note dated April 21, 1998 in the original principal amount of \$4,500,000 (the "Citizens Loan") and all other related documents (collectively, the "Citizens Loan Documents", which term shall include all amendments, modifications and supplements to, and restatements of, such Citizens Loan Documents); and

WHEREAS, the Senior Loans and the Citizens Loan are or will be secured by liens on all or substantially all of the assets (whether real property, personal property or mixed) of the Borrower, including various Patents and Trademarks of Grantor, whether now owned or hereafter acquired (collectively, the "Collateral"); and

WHEREAS, GECC and Citizens (individually, a "Creditor" and collectively the "Creditors") have each taken or hereafter may take certain actions to perfect their respective liens, including but not limited to the filing of financing statements under the Uniform Commercial Code and the filing or recording of real estate mortgages and patent, trademark and copyright mortgages or security interests; and

WHEREAS, the Creditors desire to set forth their agreement concerning the relative priority and enforcement rights of their respective liens on the Collateral.

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

1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in Schedule A to the Loan Agreement. Any terms not otherwise defined herein or in Schedule A to the Loan Agreement have the meanings given to them in the Citizens

Intercreditor Agreement (as hereinafter defined) or the Investor Intercreditor Agreement (as hereinafter defined).

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of the Borrower now or hereafter existing from time to time, Grantor hereby pledges and grants to GECC a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses (domestic only) to which it is a party including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses (domestic only) to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses (domestic only) to which it is a party including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that:

(a) Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright (domestic) except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto;

(b) to the best of Grantor's knowledge, the Patents (domestic only) are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(c) to the best of Grantor's knowledge, the Trademarks (domestic) are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(d) to the best of Grantor's knowledge, the Copyrights (domestic) are subsisting and have not been adjudged invalid or unenforceable, in whole or in part;

(e) to the best of Grantor's knowledge, each of the Patents (domestic only) is valid and enforceable;

(f) to the best of Grantor's knowledge, each of the Trademarks (domestic) is valid and enforceable;

(g) to the best of Grantor's knowledge, each of the Copyrights (domestic) is valid and enforceable;

(h) except as may have been disclosed in the Loan Agreement, no claim has been made that the use of any of the Trademarks does or may violate the rights of any third person;

(i) Grantor has used, and will continue to use for the duration of this Intellectual Property Security Agreement, proper statutory notice in connection with its use of the Trademarks;

(j) Grantor has used, and will continue to use for the duration of this Intellectual Property Security Agreement, consistent standards of quality in its manufacture of products sold under the Trademarks;

(k) Grantor has the unqualified right to enter into this Intellectual Property Security Agreement and perform its terms;

(l) this Intellectual Property Security Agreement has been duly executed and delivered to GECC by Grantor and constitutes its legal, valid and binding obligation, enforceable in accordance with its terms;

(m) this Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of GECC in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor;

(n) upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect GECC's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken; and

(o) the execution, delivery and/or performance by Grantor of this Intellectual Property Security Agreement shall not, by the lapse of time, the giving of notice or otherwise, constitute a violation of any applicable law or a breach of any provision contained in its Certificate of Incorporation or By-Laws, or contained in any agreement, instrument or document to which it is now a party or by which it is bound, and no consent, approval, license or authorization of any governmental bureau or agency or of any other person is required to be obtained in connection therewith.

4. COVENANTS. Grantor covenants and agrees with GECC that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Grantor shall notify GECC immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) may become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, the United States Copyright Office or any court) regarding Grantor's

ownership of any Patent, Trademark or Copyright, its right to register the same, or to keep and maintain the same.

(b) In no event shall Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving GECC prior written notice thereof, and, upon request of GECC, Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to GECC) to evidence GECC's Lien on such Patent, Trademark or Copyright, and the General Intangibles of Grantor relating thereto or represented thereby.

(c) Grantor shall have the duty to prosecute diligently any trademark, patent and copyright applications pending as of the date of this Intellectual Property Security Agreement or thereafter until the Termination Date, to preserve and maintain all rights in the patents, trademarks and copyrights, the registration of trademarks, copyrights and issued patents, and any patent, trademark and copyright applications; provided, however, that so long as no Default shall have occurred and be continuing or would arise after giving effect thereto, Grantor may, after providing GECC with not less than thirty (30) days written notice and upon the consent of GECC which consent shall not be unreasonably withheld, permit to lapse or expire those patents, trademarks and copyrights or applications therefor, which but for this Intellectual Property Security Agreement, Grantor would in its reasonable and ordinary business judgment permit to lapse or expire. Provided that no Default shall have occurred and be continuing or would arise after giving effect thereto, Grantor may, after providing GECC with not less than thirty (30) days written notice and upon the consent of the GECC which consent shall not be unreasonably withheld, abandon any right to file a patent, trademark or copyright application in the United States which but for this Intellectual Property Security Agreement, Grantor would in its reasonable and ordinary business judgment choose to abandon.

(d) In the event that any of the Intellectual Property Collateral is infringed upon, or misappropriated or diluted by a third party, Grantor shall notify GECC promptly after Grantor learns thereof. Grantor shall, unless it shall reasonably determine that such Intellectual Property Collateral is in no way material to the conduct of its business or operations, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and shall take such other actions as GECC shall deem appropriate under the circumstances to protect such Intellectual Property Collateral.

5. SECURITY AGREEMENT. All of GECC's rights and remedies with respect to the Patents, Patent Licenses, Trademarks, Trademark Licenses, Copyrights and Copyright Licenses, whether established hereby or by the Loan Agreement, or by any other agreement or by law shall be cumulative and may be exercised singularly or concurrently. Without limiting the foregoing, Grantor hereby acknowledges and affirms that this Intellectual Property Security Agreement is executed in furtherance of, and supplementary to, the provisions in the Loan Agreement, and that the rights and remedies of GECC with respect to the security interest in the Intellectual Property 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.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any

obligee of the Obligations, whether as a “voidable preference,” “fraudulent conveyance,” or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

9. POWER OF ATTORNEY. Grantor acknowledges and agrees that the Power of Attorney executed and delivered to GECC as part of the Loan Agreement is a general Power of Attorney, and the rights granted to GECC under such Power of Attorney extend to and may be exercised by GECC in connection with this Intellectual Property Security Agreement and that such rights include, without limitation, the right, if an Event of Default has occurred and is continuing, to assign or otherwise transfer (on behalf of the Grantor) any and all Intellectual Property Collateral. The powers conferred on GECC under the Power of Attorney are solely to protect GECC's interests in the Collateral, including the Intellectual Property Collateral, and shall not impose any duty upon it to exercise any such powers. GECC agrees not to exercise any power or authority granted under the Power of Attorney unless an Event of Default has occurred and is continuing. Grantor authorizes GECC to file any financing or continuation statement without the signature of such Grantor to the extent permitted by applicable law.

10. Authorization To Amend. Grantor hereby authorizes GECC to modify this Intellectual Property Security Agreement at any time without the need for a formal amendment or the consent or signature of the Grantor in order to amend Schedule I, Schedule II or Schedule III to include any future Trademarks, Patents or Copyrights applied for or obtained by the Grantor.

11. Counterparts. This Agreement may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.

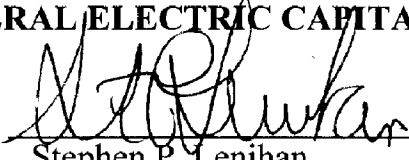
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

BUXTON ACQUISITION CO., L.L.C.

By: 
Name: Russell E. Whiteford
Title: President

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Stephen P. Lenihan
Title: Duly Authorized Signatory

CONSENT AND CONFIRMATION OF SUBORDINATION

1. The undersigned parties hereby recognize and acknowledge the foregoing Intellectual Property Security Agreement between Grantor and GECC.
2. Reference is made to that certain Debt Subordination Agreement between GECC and Citizens dated as of the date hereof (the "Citizens Intercreditor Agreement") and to the above Intellectual Property Security Agreement.
3. Citizens acknowledges, agrees and confirms that GECC is entitled to the full benefit of and rights under the Citizens Intercreditor Agreement which sets forth, among other things, the respective priorities of GECC and Citizens with respect to the Intellectual Property Collateral.
4. This Consent and Confirmation of Subordination may be executed in any number of separate counterparts by one or more of the parties hereto and all of the said counterparts taken together shall constitute one in the same instrument.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

WITNESSED BY:

Tom Aitelli

GENERAL ELECTRIC CAPITAL CORPORATION

By: [Signature]
Name: Stephen P. Lenihan
Title: Duly Authorized Signatory

CITIZENS CAPITAL, INC.

By: _____
Name: _____
Title: _____

ACKNOWLEDGED AND AGREED:

BUXTON ACQUISITION CO., L.L.C.

By: [Signature]
Name: Russell E. Whiteford
Title: President

IN WITNESS WHEREOF, the parties have executed this Agreement as of the day and year first written above.

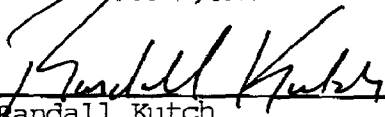
WITNESSED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: _____
Name: Stephen P. Lenihan
Title: Duly Authorized Signatory




CITIZENS CAPITAL, INC.

By: 
Name: Randall Kutch
Title: Director

ACKNOWLEDGED AND AGREED:

BUXTON ACQUISITION CO., L.L.C.

By: 
Name: Russell E. Whiteford
Title: President

DOHERTY, WALLACE, PILLSBURY AND MURPHY, P.C.

ATTORNEYS AT LAW

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(1900-1987)

LOUIS W. DOHERTY
(1898-1990)

FREDERICK S. PILLSBURY
(1919-1996)

† REGISTERED PATENT ATTORNEY
* ALSO ADMITTED IN CONNECTICUT
‡ ALSO ADMITTED IN NEW YORK
** ALSO ADMITTED IN DISTRICT OF COLUMBIA

February 21, 2001

Commissioner of Patents and Trademarks
Box Assignments
Washington, DC 20231

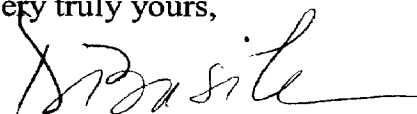
Ladies and Gentlemen:

Enclosed please find:

- a trademark recordation form cover sheet to record a Security Agreement from Buxton Acquisition Co., L.L.C. to General Electric Capital Corporation;
- a check made payable to the United States Patent and Trademark Office in the amount of \$840.00 representing the fee pursuant to 37 C.F.R. for the recording of the Security Agreement against thirty two trademark registrations and one trademark application.

Please effectuate the recordal of this document and forward to me the approved confirmation. Thank you for your cooperation.

Very truly yours,



Deborah A. Basile

Enclosure

cc: Russell E. Whiteford
Cheryl Rice, Esq.
Curtis Johnson, Esq.