

04-06-2001



101670766

MKD
3/30/01
75610303

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 Effective Date
Month Day Year
- Change of Name
- Other

Conveying Party

Mark if additional names of conveying parties attached

Name Execution Date
Month Day Year

Formerly

- 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.)

RECEIVED
MAY 30 PM 11:03
SIGNATURES
DIVISION

04/05/2001 GTON11 00000216 75610303

FOR OFFICE USE ONLY

01 FC:481 40.00 DP
02 FC:482 300.00 DP

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: 002264 FRAME: 0571

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)

**RETURN TO:
FEDERAL RESEARCH CORP.
400 SEVENTH STREET NW
SUITE 101
WASHINGTON DC 20004**

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="75610303"/>	<input type="text" value="75672859"/>	<input type="text" value="75672797"/>
<input type="text" value="75672892"/>	<input type="text" value="75672872"/>	<input type="text" value="75672860"/>
<input type="text" value="75672861"/>	<input type="text" value="75672873"/>	<input type="text"/>

<input type="text" value="2258234"/>	<input type="text" value="2039479"/>	<input type="text"/>
<input type="text" value="1883141"/>	<input type="text" value="2072836"/>	<input type="text"/>
<input type="text" value="1971855"/>	<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.

Kathie J. Kopczyk

Kathie J. Kopczyk

March 7, 2001

Name of Person Signing

Signature

Date Signed

AMENDED AND RESTATED
COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT
(Borrower)

1. RECITALS.

IMG WORLDWIDE, INC., an Ohio corporation, formerly known as International Management, Inc., INTERNATIONAL MERCHANDISING CORPORATION, an Ohio corporation, INTERNATIONAL MANAGEMENT GROUP (U.K.), INC., an Ohio corporation, and TRANS WORLD INTERNATIONAL, INC., an Ohio corporation (together with their respective successors and assigns, "Borrowers" and, individually, "Borrower"), are entering into the Credit and Security Agreement, as hereinafter defined, with the financial institutions listed on Schedule 1 to the Credit and Security Agreement (together with their respective successors and assigns, collectively, "Banks" and individually, "Bank"), THE CHASE MANHATTAN BANK, as syndication agent ("Syndication Agent"), and NATIONAL CITY BANK, as agent for the Banks ("Agent"). INTERNATIONAL MERCHANDISING CORPORATION, an Ohio corporation (a Borrower and sometimes specifically referred to herein as "Pledgor"), desires that the Banks grant the financial accommodations to Borrowers as described in the Credit and Security Agreement.

Borrowers entered into a Credit and Security Agreement dated as of September 30, 1999, as amended (the "Original Credit and Security Agreement") with Agent, Syndication Agent and the financial institutions named therein.

In connection with the Original Credit and Security Agreement, Pledgor executed and delivered to Agent a Collateral Assignment and Security Agreement dated as of September 30, 1999, as amended (the "Original Collateral Assignment and Security Agreement").

Concurrently herewith, Borrowers, Agent, Syndication Agent and the Banks are amending and restating the Original Credit and Security Agreement in accordance with the terms and conditions of the Credit and Security Agreement.

Pledgor understands that the Banks are willing to enter into the Credit and Security Agreement and grant such financial accommodations to Borrowers only upon certain terms and conditions, one of which is that Pledgor amend and restate the Original Collateral Assignment and Security Agreement and this Amended and Restated Collateral Assignment and Security Agreement (as the same may from time to time be amended, restated or otherwise modified, this "Agreement") is being executed and delivered in consideration of each financial accommodation granted to Borrowers by Agent and the Banks and for other valuable considerations.

2. DEFINITIONS. As used in this Agreement, the following terms shall have the following meanings:

2.1. "Collateral" shall mean, collectively, all of Pledgor's existing and future (a) patents, patent registrations, patent applications, trademarks, trademark registrations, trademark applications and copyright registrations, whether federal or state, including, but not limited to, those listed on Schedule 1 hereto (as such Schedule 1 may from time to time be amended, supplemented or otherwise modified); (b) common law trademark rights, copyrights, improvements and inventions;

(c) renewals, proceeds on infringement suits, and rights to sue for past, present and future infringements relating to any of the foregoing; (d) goodwill associated with any of the foregoing; and (e) proceeds of any of the foregoing; provided, however, that the Collateral shall not include the Restricted Interests, as defined in the Credit and Security Agreement.

2.2. "Credit and Security Agreement" shall mean the Amended and Restated Credit and Security Agreement executed by and among Borrowers, Agent, Syndication Agent and the Banks and dated as of the 15th day of December, 2000, as the same may from time to time be further amended, restated or otherwise modified.

2.3. "Debt" shall mean, collectively, (a) all Loans and Letters of Credit; (b) all other indebtedness now owing or hereafter incurred by any Borrower to Agent or any Bank pursuant to the Credit and Security Agreement and any Note executed in connection therewith; (c) each renewal, extension, consolidation or refinancing of any of the foregoing, in whole or in part; (d) all interest from time to time accruing on any of the foregoing, and all fees and other amounts payable by any Borrower to Agent or any Bank pursuant to the Credit and Security Agreement; (e) all obligations and liabilities of any Borrower now existing or hereafter incurred to Agent or any Bank under, arising out of, or in connection with any Hedge Agreement; (f) every other liability, now or hereafter owing to Agent or any Bank by any Borrower pursuant to the Credit and Security Agreement or any other Loan Document; and (g) all Related Expenses.

2.4. "Event of Default" shall mean an event or condition that constitutes an event of default pursuant to Section 8 hereof.

2.5. "Hedge Agreement" shall mean any currency swap or hedge agreement, interest rate swap, cap, collar or floor agreement, or other interest rate management device entered into by any Borrower with Agent or any of the Banks, or any of their respective affiliates, in connection with the Debt.

2.6. "Letter of Credit" shall mean any Letter of Credit, as defined in the Credit and Security Agreement, issued pursuant to the Credit and Security Agreement.

2.7. "Loan" shall mean any Loan, as defined in the Credit and Security Agreement, granted pursuant to the Credit and Security Agreement.

2.8. "Person" shall mean any individual, sole proprietorship, partnership, joint venture, unincorporated organization, corporation, limited liability company, institution, trust, estate, government or other agency or political subdivision thereof or any other entity.

2.9. "Related Expenses" shall mean any and all reasonable costs, liabilities, and expenses (including, without limitation, losses, damages, penalties, claims, actions, reasonable attorneys' fees, legal expenses, judgments, suits, and disbursements) (a) incurred by Agent or imposed upon or asserted against Agent or any Bank, in any attempt by Agent and the Banks to (i) obtain, preserve, perfect or enforce any security interest evidenced by this Agreement, the Credit and Security Agreement or any Related Writing, as defined in the Credit and Security Agreement; (ii) obtain

payment, performance or observance of any and all of the Debt; or (iii) maintain, insure, audit, collect, preserve, repossess or dispose of any of the Collateral or any other collateral securing the Debt, including, without limitation, costs and expenses for appraisals, assessments and audits of Pledgor or any such collateral; or (b) incidental or related to (a) above, including, without limitation, interest thereupon from the date incurred, imposed or asserted until paid at the Default Rate, as defined in the Credit and Security Agreement.

Except as specifically defined herein, capitalized terms used herein that are defined in the Credit and Security Agreement shall have their respective meanings ascribed to them in the Credit and Security Agreement.

3. **GRANT OF ASSIGNMENT AND SECURITY INTEREST.** In consideration of and as security for the full and complete payment of all of the Debt, Pledgor hereby agrees that the Banks shall at all times have, and hereby grants to Agent, for the benefit of the Banks, a security interest in and assignment of all of the Collateral, including (without limitation) all of Pledgor's future Collateral, irrespective of any lack of knowledge by Agent or any Bank of the creation or acquisition thereof.

4. **REPRESENTATIONS AND WARRANTIES.** Pledgor represents and warrants to Agent and each Bank that:

(a) Pledgor owns all of the Collateral and, whether the same are registered or unregistered, no such Collateral has been adjudged invalid or unenforceable.

(b) The Collateral is valid and enforceable.

(c) Pledgor has no knowledge of any claim that the use of any of the Collateral does or may violate the rights of any Person.

(d) Except for Liens permitted pursuant to Section 5.9 of the Credit and Security Agreement, Pledgor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to the Collateral, free and clear of any liens, charges and encumbrances, including, without limitation, pledges, assignments, licenses, registered user agreements and covenants by Pledgor not to sue third Persons.

(e) Pledgor has full power, authority and legal right to pledge the Collateral and enter into this Agreement and perform its terms.

(f) Pledgor has used, and shall continue to use, for the duration of this Agreement, proper statutory notice in connection with its use of the Collateral, except where the failure to do so will not have a material adverse effect on Pledgor.

5. **RIGHT TO USE.** Until the occurrence of an Event of Default, Agent, on behalf of the Banks, to the extent permitted by law, hereby grants to Pledgor the exclusive, royalty-free, world-wide, nontransferable right and license to use the Collateral on and in connection with

products manufactured, distributed, or both by or in connection with products sold, or services rendered, by Pledgor, for Pledgor's sole benefit and account and for none other. Pledgor shall not enter into any agreement that is inconsistent with Pledgor's obligations under this Agreement and shall not otherwise sell or assign its interest in, or grant any sublicense under, the license granted to Pledgor hereunder, without Agent's prior written consent. Absent such prior written consent, any attempted sale or license is null and void.

6. **RIGHT TO INSPECT.** Pledgor hereby grants to Agent, for the benefit of the Banks, and its employees and agents the right, during regular business hours, to visit any location of Pledgor or, if applicable, any other location, and to inspect the products and quality control records relating thereto at reasonable times during regular business hours, at Pledgor's expense.

7. **STANDARD PATENT AND TRADEMARK USE.** Pledgor shall not use the Collateral in any manner that would jeopardize the validity or legal status thereof. Pledgor shall comply with all patent marking requirements as specified in 35 U.S.C. §287. Pledgor shall further conform its usage of any trademarks to standard trademark usage, including, but not limited to, using the trademark symbols ®, ™, and ™ where appropriate.

8. **EVENT OF DEFAULT.**

(a) Any of the following shall constitute an Event of Default under this Agreement: (i) an Event of Default, as defined in the Credit and Security Agreement, shall occur under the Credit and Security Agreement; (ii) any representation, warranty or statement made by Pledgor in or pursuant to this Agreement or in any other Related Writing received by Agent or the Banks in connection with the Debt shall be false or erroneous in any material respect; or (iii) Pledgor shall fail or omit to perform or observe any agreement made by Pledgor in or pursuant to this Agreement or in any other Related Writing received by Agent or the Banks pursuant hereto.

(b) If an Event of Default shall occur, Pledgor irrevocably authorizes and empowers Agent, on behalf of the Banks, to terminate Pledgor's use of the Collateral and to exercise such rights and remedies as allowed by law. Without limiting the generality of the foregoing, Agent, on behalf of the Banks, may immediately sell at public or private sale, in a commercially reasonable manner, or otherwise realize upon all or, from time to time, any of the Collateral, together with the associated goodwill, or any interest that Pledgor may have therein, and, after deducting from the proceeds of sale or other disposition of the Collateral all reasonable expenses (including all expenses for attorneys' and brokers' fees and other legal services), Agent shall apply such proceeds against payment of the Debt. Any remainder of the proceeds, after payment in full of the Debt, shall be paid to Pledgor to the extent permitted by law, and the obligors on the Debt shall remain liable for any deficiency. Notice of any sale or other disposition of the Collateral shall be given to Pledgor at least five (5) Business Days before the time of any intended public or private sale or other disposition of the Collateral is to be made, which Pledgor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition Agent or any Bank may, to the extent permissible under applicable law, purchase the whole or any part of the Collateral sold, free from any right of redemption on the part of Pledgor, which right is hereby waived and released.

9. **TERMINATION.** At such time as the Debt shall have been irrevocably paid in full, the Commitment, as defined in the Credit and Security Agreement, terminated, and the Credit and Security Agreement terminated and not replaced by any other credit facility with Agent and the Banks, this Agreement shall terminate and, upon written request of Pledgor, Agent shall promptly execute and deliver to Pledgor all deeds, assignments, and other instruments as may be necessary or proper to release Agent's security interest in and assignment of the Collateral and to re-vest in Pledgor full title to the Collateral, subject to any disposition thereof that may have been made by Agent, for the benefit of the Banks, pursuant hereto.

10. **MAINTAINING COLLATERAL; ATTORNEYS' FEES, COSTS AND EXPENSES.** Pledgor shall have the obligation and duty to perform all acts necessary to maintain or preserve the Collateral, provided that Pledgor shall not be obligated to maintain any Collateral in the event Pledgor determines, in the reasonable business judgment of Pledgor, that the maintenance of such Collateral is no longer necessary in Pledgor's business. Any and all reasonable fees, costs and expenses, of whatever kind or nature, including, without limitation, the attorneys' fees and legal expenses incurred by Agent and the Banks in connection with the amendment and enforcement of this Agreement, all renewals, required affidavits and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Collateral, or in defending or prosecuting any actions or proceedings arising out of or related to the Collateral, shall be borne and paid by Pledgor, upon demand by Agent, and, until so paid, shall be added to the principal amount of the Debt.

11. **PLEDGOR'S OBLIGATION TO PROSECUTE.** Except as otherwise agreed to by Agent in writing, Pledgor shall have the duty to prosecute diligently any patent application or trademark application pending as of the date of this Agreement or thereafter until the Debt shall have been paid in full, to file and prosecute opposition and cancellation proceedings and to do any and all acts that are necessary or desirable to preserve and maintain all rights in the Collateral, including, but not limited to, payment of any maintenance fees. Any expenses incurred in connection with the Collateral shall be borne by Pledgor. Pledgor shall not abandon any Collateral without the prior written consent of Agent, unless such abandonment will not have a material adverse effect on Pledgor or such abandonment is in connection with the abandonment of a product or product line.

12. **AGENT'S RIGHT TO ENFORCE.** Pledgor shall have the right to bring any opposition proceeding, cancellation proceeding or lawsuit in its own name to enforce or protect the Collateral. Agent, on behalf of the Banks, shall have the right, but shall have no obligation, to join in any such action. Pledgor shall promptly, upon demand, reimburse and indemnify Agent and the Banks for all damages, reasonable costs and expenses, including attorneys' fees incurred by Agent and the Banks in connection with the provisions of this Section 12, in the event Agent, on behalf of the Banks, elects to join in any such action commenced by Pledgor.

13. **POWER OF ATTORNEY.** Pledgor hereby authorizes and empowers Agent, on behalf of the Banks, to make, constitute and appoint any officer or agent of Agent as Agent may select, in its exclusive discretion, as Pledgor's true and lawful attorney-in-fact, with the power to

endorse, after the occurrence of an Event of Default, Pledgor's name on all applications, documents, papers and instruments necessary for Agent, on behalf of the Banks, to use the Collateral, or to grant or issue any exclusive or nonexclusive license under the Collateral to any third party, or necessary for Agent, on behalf of the Banks, to assign, pledge, convey or otherwise transfer title in or dispose of the Collateral, together with associated goodwill to a third party or parties. Pledgor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.

14. **AGENT'S RIGHT TO PERFORM OBLIGATIONS.** If Pledgor fails to comply with any of its obligations under this Agreement, Agent, on behalf of the Banks, may, but is not obligated to, do so in Pledgor's name or in the name of Agent, on behalf of the Banks, but at Pledgor's expense, and Pledgor hereby agrees to reimburse Agent, upon request, in full for all expenses, including attorneys' fees, incurred by Agent and the Banks in protecting, defending and maintaining the Collateral.

15. **ADDITIONAL DOCUMENTS.** Pledgor shall, upon written request of Agent, enter into such additional documents or instruments as may be required by Agent in order to effectuate, evidence or perfect the interest of Agent and the Banks in the Collateral, as evidenced by this Agreement.

16. **NEW COLLATERAL.** If, before the Debt shall have been satisfied in full and the Commitment terminated, Pledgor shall obtain rights to any new Collateral, the provisions of Section 1 shall automatically apply thereto as if the same were identified on Schedule 1 as of the date hereof and Pledgor shall give Agent prompt written notice thereof.

17. **MODIFICATION FOR NEW COLLATERAL.** Pledgor hereby authorizes Agent to modify this Agreement by amending Schedule 1 to include any future Collateral as contemplated by Sections 1 and 16 hereof and, at Agent's request, Pledgor shall execute any documents or instruments required by Agent in order to modify this Agreement as provided in this Section 17, provided that any such modification to Schedule 1 shall be effective without the signature of Pledgor.

18. **MAXIMUM LIABILITY OF PLEDGOR.** Anything in this Agreement to the contrary notwithstanding, in no event shall the amount of the Debt secured by this Agreement exceed the maximum amount that (after giving effect to the incurring of the obligations hereunder and to any rights to contribution of Pledgor from other affiliates of any Borrower) would not render the rights to payment of Agent and the Banks hereunder void, voidable or avoidable under any applicable fraudulent transfer law.

19. **NO WAIVER.** No course of dealing between Pledgor and Agent or any Bank, nor any failure to exercise, nor any delay in exercising, on the part of Agent or any such Bank, any right, power or privilege hereunder or under any of the Loan Documents shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

20. **REMEDIES CUMULATIVE.** All of the rights and remedies of Agent and the Banks with respect to the Collateral, whether established hereby or by the Documents, or by any other agreements or by law shall be cumulative and may be executed singularly or concurrently.

21. **SEVERABILITY.** The provisions of this Agreement are severable, and, if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

22. **MODIFICATIONS.** This Agreement may be amended or modified only by a writing signed by Pledgor and Agent. In the event that any provision of this Agreement is deemed to be inconsistent with any provision of any other document, other than the Credit and Security Agreement, the provisions of this Agreement shall control.

23. **ASSIGNMENT AND SUCCESSORS.** This Agreement shall not be assigned by Pledgor without the prior written consent of Agent. This Agreement shall bind the successors and permitted assigns of Pledgor and shall benefit the respective successors and assigns of Agent and the Banks. Any attempted assignment or transfer without the prior written consent of Agent shall be null and void.

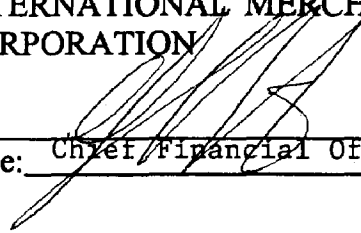
24. **NOTICE.** All notices, requests, demands and other communications provided for hereunder shall be in writing and, if to Pledgor, mailed or delivered to it, addressed to it at the address specified on the signature page of the Credit and Security Agreement, and, if to Agent or any Bank, mailed or delivered to it, addressed to the address of Agent or such Bank specified on the signature page of the Credit and Security Agreement. All notices, statements, requests, demands and other communications provided for hereunder shall be deemed to be given or made when delivered or forty-eight (48) hours after being deposited in the mails with postage prepaid by registered or certified mail, addressed as aforesaid, or sent by facsimile with telephonic confirmation of receipt, except that notices from Pledgor to Agent or any Bank pursuant to any of the provisions hereof shall not be effective until received.

25. **GOVERNING LAW.** This Agreement shall be construed and enforced in accordance with, and the rights of the parties shall be governed by, the laws of the State of Ohio, without regard to principles of conflicts of law. Pledgor hereby irrevocably submits to the non-exclusive jurisdiction of any Ohio state or federal court sitting in Cleveland, Ohio, over any action or proceeding arising out of or relating to this Agreement, any Loan Document or any Related Writing, and Pledgor hereby irrevocably agrees that all claims in respect of such action or proceeding may be heard and determined in such Ohio state or federal court. Pledgor hereby irrevocably waives, to the fullest extent permitted by law, any objection it may now or hereafter have to the laying of venue in any action or proceeding in any such court as well as any right it may now or hereafter have to remove such action or proceeding, once commenced, to another court on the grounds of FORUM NON CONVENIENS or otherwise. Pledgor agrees that a final, nonappealable judgment in any such action or proceeding shall be conclusive and may be enforced in other jurisdictions by suit on the judgment or in any other manner provided by law.

26. JURY TRIAL WAIVER. PLEDGOR, AGENT AND THE BANKS, TO THE EXTENT PERMITTED BY LAW, EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT OR OTHERWISE, AMONG AGENT, THE BANKS, PLEDGOR, ANY OTHER BORROWER, OR ANY THEREOF, ARISING OUT OF, IN CONNECTION WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT OR ANY NOTE OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT EXECUTED OR DELIVERED IN CONNECTION THEREWITH OR THE TRANSACTIONS RELATED THERETO. THIS WAIVER SHALL NOT IN ANY WAY AFFECT, WAIVE, LIMIT, AMEND OR MODIFY THE ABILITY OF AGENT OR ANY BANK TO PURSUE REMEDIES PURSUANT TO ANY CONFESSION OF JUDGMENT OR COGNOVIT PROVISION CONTAINED IN ANY NOTE, OR OTHER INSTRUMENT, DOCUMENT OR AGREEMENT AMONG BORROWERS, PLEDGOR, AGENT AND THE BANKS, OR ANY THEREOF.

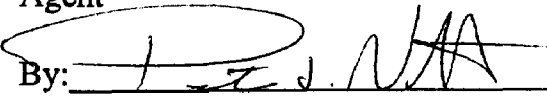
IN WITNESS WHEREOF, the undersigned has executed this Agreement as of the 15th day of December, 2000.

INTERNATIONAL MERCHANDISING
CORPORATION

By: 
Title: Chief Financial Officer

This Agreement is hereby acknowledged
and agreed to by:

NATIONAL CITY BANK, as
Agent

By: 
Peter J. Notter, Vice President

ACKNOWLEDGMENTS

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Arthur J. Lafave, Jr., known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said INTERNATIONAL MERCHANDISING CORPORATION, an Ohio corporation, and that she/he executed the same as the act of such corporation for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of December, 2000.

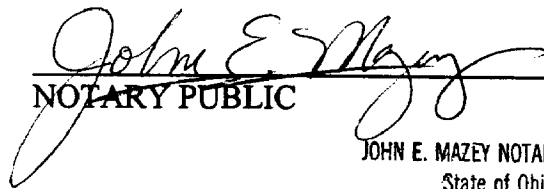

NOTARY PUBLIC

JOHN E. MAZEY NOTARY PUBLIC
State of Ohio
My Commission Has No Expiration

THE STATE OF OHIO)
) SS:
COUNTY OF CUYAHOGA)

BEFORE ME, the undersigned authority, on this day personally appeared Peter J. Notter, known to me to be the person and officer whose name is subscribed to the foregoing instrument and acknowledged to me that the same was the act of the said NATIONAL CITY BANK, as Agent, and that he executed the same as the act of such bank for the purposes and consideration therein expressed, and in the capacity therein stated.

GIVEN UNDER MY HAND AND SEAL OF OFFICE this 15 day of December, 2000.


NOTARY PUBLIC

JOHN E. MAZEY NOTARY PUBLIC
State of Ohio
My Commission Has No Expiration