

RECC

04-12-2001

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To the Honorable Commissioner of Patent

101673075

Send original documents or copy thereof.

1. Name of conveying party(ies):
The McCall Pattern Company *3-27-01*

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

Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: General Electric Capital Corporation as agent
Internal Address: _____
Street Address: 201 High Ridge Rd.
City: Stamford State: CT ZIP: 06827

Individual(s) citizenship _____
 Association _____
 General Partnership _____
 Limited Partnership _____
 Corporation-State New York
 Other _____

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

Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: March 14, 2001

Application number(s) or patent number(s):
 A. Trademark Application No.(s)
1235252

Additional numbers attached? Yes No

B. Trademark Registration No.(s)

Name and address of party to whom correspondence concerning document should be mailed:
 Name: Laura Konrath
 Internal Address: Winston & Strawn
 33rd Floor
 Street Address: 35 West Wacker Drive
 City: Chicago State: IL ZIP: 60601

6. Total number of applications and registrations involved: 33

7. Total fee (37 CFR 3.41).....\$ 965.00
 Enclosed
 Authorized to be charged to deposit account

8. Deposit account number:
 N/A

(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

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.

Laura Konrath
Laura Konrath
 Signature

3/23/01
 Date

Total number of pages including cover sheet, attachments, and document:

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Colombia	MCCALL'S			32879	11/23/53	Registered

PAPER AND PAPER ARTICLES, CARDBOARD AND CARDBOARD ARTICLES; PRINTED MATTER, NEWSPAPERS AND PERIODICALS, BOOKS; BOOKBIND-ING MATERIAL; PHOTOGRAPHS; STATIONERY, ADHESIVE MATERIALS(FOR STATIONERY); ARTISTS' MATERIALS; PAINT BRUSHES; TYPE-WRITERS AND OFFICE REQUISITES (OTHER THAN FURNITURE); IN-STRUCTIONAL OR TEACHING MATERIAL (OTHER THAN APPARATUS); PLAYING CARDS; PRINTERS' TYPE AND CLICHES

Czech Republic	MCCALL'S	KK/66214	1/17/92	175690	4/11/94	Registered
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16 AND 25: PRINTED MATERIALS, MAGAZINES, PERIODICALS, PATTERNS FOR HOME SEWING AND CRAFTS, BOOKS; WOMENS AND CHILDRENS CLOTHING

Denmark	MCCALL'S			941/1953	8/8/73	Registered
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16: ALL GOODS IN CLASS

Dominican Republic	MCCALL'S			8369	3/31/83	Registered
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44: PATTERNS

Ecuador	MCCALL'S			663-94	6/13/53	Registered
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16: PATTERNS

Estonia	MCCALL PATTERNS	93-0140	1/13/93	06823	10/3/89	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKS PHOTOGRAPHS AND STATIONERY

Estonia	MCCALL PATTERNS (CYRILLIC)	93-0141	1/13/93	06824	10/3/89	Registered
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16: PAPER AND CARDBOARD AND PRODUCTS MADE OF THESE, NOT INCLUDED IN OTHER CLASSES; PRINTED PRODUCTS, BOOKBINDING MATERIALS, PHOTOGRAPHS, STATIONERY, ADHESIVES FOR STATIONERY AND HOUSEHOLD PURPOSES; ARTISTS' COMMODITIES; BRUSHES, TYPE-WRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE); TEACHING MATERIALS AND VISUAL AIDS (EXCEPT APPARATUS); PLASTIC PACKING MATERIALS (NOT INCLUDED IN OTHER CLASSES), PLAYING CARDS, PRINTING BLOCKS AND FONTS

Estonia	MCCALL'S	93-0138	1/13/93	06821	10/3/89	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKS PHOTOGRAPHS AND STATIONERY

Estonia	MCCALL'S (CYRILLIC)	93-0137	1/13/93	06820	10/3/89	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKS, PHOTOGRAPHS AND STATIONERY

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Estonia	THE MCCALL PATTERN COMPANY	93-0136	1/13/93	06819	10/3/89	Registered

16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKS, PHOTOGRAPHS AND STATIONERY

Estonia	THE MCCALL PATTERN COMPANY (CYRILLIC)	93-0139	1/13/93	06822	10/3/89	Registered
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16: PAPER AND CARDBOARD AND PRODUCTS MADE OF THESE, NOT INCLUDED IN OTHER CLASSES; PRINTED PRODUCTS, BOOKBINDING MATERIALS, PHOTOGRAPHS, STATIONERY, ADHESIVES FOR STATIONERY AND HOUSEHOLD PURPOSES; ARTISTS' COMMODITIES; BRUSHES, TYPE-WRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE); TEACHING MATERIALS AND VISUAL AIDS (EXCEPT APPARATUS); PLASTIC PACKING MATERIALS (NOT INCLUDED IN OTHER CLASSES), PLAYING CARDS, PRINTING BLOCKS AND FONTS

European Union	MCCALL'S	186866	4/1/96	186866	11/25/98	REGISTERED
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16: PAPER, CARDBOARD AND GOODS AMDE FROM THESE MATERIALS,NOT INCLUDED IN OTHER CLASSES; PRINTED MATTER; BOOKBINDINGMATERIAL; PHOTOGRAPHS; STATIONERY; ADHESIVES FOR STATIONERY OR HOUSEHOLD PURPOSES; ARTIST; MATERIALS; PAINT BRUSHES;TYPEWRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE);INSTRUCTIONAL AND TEACHING MATERIAL (EXCEPT APPARATUS); PLASTIC MATERIALS FOR PACKAGING (NOT INCLUDED IN OTHERCLASSES); PLAYING CARDS; PRINTERS; TYPE; PRINTING BLOCKS,PATTERNS FOR HOME SEWING, MAGAZINES AND CATALOGUES 25: CLOTHING, FOOTWEAR, HEADGEAR; READYMADE CLOTHING

France	MCCALL'S		8/14/87	1422861	8/14/87	Registered
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PRINTED MATTER, NEWSPAPERS, PERIODICALS, BOOKS; MAGAZINES,PUBLICATIONS, REPRINTS OF LITERATURE AND ARTISTIC MATTERFORPUBLICATIONS; ADVERTISING MATERIALS DISTRIBUTED AS SUCH;PATTERNS; SERVICES IN CLASSES 35 AND 41

Georgia	MCCALL PATTERNS	561/03	5/13/93	8354	2/18/98	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS,BOOKS, PHOTOGRAPHS AND STATIONERY

Georgia	MCCALL PATTERNS (CYRILLIC)	942	561/03	5/13/93	8352	2/18/98	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS,BOOKS, PHOTOGRAPHS AND STATIONERY

Georgia	MCCALL'S	941	560/03	5/13/93	8351	2/18/98	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS,BOOKS, PHOTOGRAPHS AND STATIONERY

Georgia	MCCALL'S (CYRILLIC)	940	559/03	5/13/93	8350	2/18/98	REGISTERED
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKS PHOTOGRAPHS AND STATIONERY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Georgia	THE MCCALL PATTERN COMPANY	563/03	5/13/93	7180	10/13/97	Registered

16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKS, PHOTOGRAPHS AND STATIONERY

Georgia	THE MCCALL PATTERN COMPANY(CYRILLIC)	943	562/03	5/13/93	8353	2/18/98	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKS, PHOTOGRAPHS AND STATIONERY

Guatemala	MCCALL'S	1240-88	3/14/88	59546/413/130	2/13/90	Registered
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16: PAPER PATTERNS FOR MAKING CLOTHES; BOOKS, MAGAZINES, PERIODICALS, CATALOGS AND OTHER PUBLICATIONS

Hungary	MCCALL'S	M9200556	1/29/92	135198	1/29/92	Registered
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16: ALL GOODS IN CLASS25: ALL GOODS IN CLASS

Italy	MCCALL'S	RM94C000681	2/18/94	686873	9/18/96	Registered
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16: PATTERNS FOR HOME SEWING AND PRINTED PUBLICATIONS DEALING WITH HOME SEWING AND CRAFTS

Japan	MCCALL IN KATAKANA			625504	9/27/63	Registered
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PAPERS AND ALL OTHER GOODS WITHIN THIS CLASS, INCLUDING PATTERNS

Japan	MCCALL'S			424957	5/8/53	Registered
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PRINTED MATTERS, PHOTOGRAPHS AND DRAWINGS; BOOKS, MAGAZINES AND PAMPHLETS

Japan	MCCALL'S	8-118470	10/18/96	4315207	9/17/99	REGISTERED
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16: PATTERNS FOR HOME SEWING

Japan	MCCALL'S IN KATAKANA		1/16/73	1280908	7/4/77	Registered
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PAPERS AND ALL OTHER GOODS WITHIN THIS CLASS, INCLUDING PATTERNS

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Japan	NY THE COLLECTION NY	8-104849	9/17/96	4159702	6/26/98	Registered

16: PATTERNS FOR HOME SEWING

Japan	NY THE COLLECTION NY	8-104850	9/17/96	4171159	7/31/98	Registered
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25: CLOTHING, FOOTWEAR, SPECIALTY SPORTSWEAR, AND SPECIALTYSPORTING AND GYMNAS TIC FOOTWEAR

Latvia	MCCALL PATTERNS	92-1620	11/2/92	11667	11/2/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRPAHS AND STATIONERY

Latvia	MCCALL PATTERNS (CYRILLIC)	92-1621	11/2/92	11685	11/2/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRPAHS AND STATIONERY

Latvia	MCCALL'S	92-1622	11/2/92	11686	11/2/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRPAHS AND STATIONERY

Latvia	MCCALL'S (CYRILLIC)	92-1623	11/2/92	11687	11/2/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRPAHS AND STATIONERY

Latvia	THE MCCALL PATTERN COMPANY	92-1624	11/2/92	11688	11/2/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRPAHS AND STATIONERY

Latvia	THE MCCALL PATTERN COMPANY (CYRILLIC)	92-1625	11/2/92	11689	11/2/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRPAHS AND STATIONERY

Lithuania	MCCALL PATTERNS	1559/RL	10/30/92	6266	10/30/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRPAHS AND STATIONERY

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Lithuania	MCCALL PATTERNS (CYRILLIC)	1560/RL	10/30/92	6267	10/30/92	Registered

16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRPAHS AND STATIONERY

Lithuania	MCCALL'S	1561/RL	10/30/92	6638	10/30/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRAPHS AND STATIONERY

Lithuania	MCCALL'S (CYRILLIC)	1562/RL	10/30/92	6639	10/30/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRAPHS AND STATIONERY

Lithuania	THE MCCALL PATTERN COMPANY	1563/RL	10/30/92	6268	10/30/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRPAHS AND STATIONERY

Lithuania	THE MCCALL PATTERN COMPANY(CYRILLIC)	1564/RL	10/30/92	6269	10/30/92	Registered
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16: PATTERNS FOR HOME SEWING, CATALOGUES, PERIODICALS, BOOKSPHOTOGRPAHS AND STATIONERY

Mexico	MCCALL'S		11/7/52	72758	11/7/82	Registered
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PRINTED MATTER AND PUBLICATIONS

Mexico	MCCALL'S		11/7/52	73269	11/7/92	Registered
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16: DRESS PATTERNS

Nicaragua	MCCALL'S			16052	8/8/84	Registered
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16: PAPER PATTERNS FOR HOME SEWING

Norway	MCCALL'S			42376	1/16/83	Registered
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9, 16: ALL GOODS IN CLASSES

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Peru	MCCALL'S			028753	9/17/74	Registered

16: PAPER AND PAPER ARTICLES; CARDBOARD AND CARDBOARD ARTICLES; PRINTING MATERIAL; NEWSPAPERS AND MAGAZINES; BOOKS; BOOKBINDING MATERIALS; PHOTOGRAPHIES; STATIONERY; ARTIST'S MATERIALS; ARTISTS BRUSHES; OFFICE TYPEWRITERS (NO FURNITURE); TEACHING AND INSTRUCTION MATERIAL (NO APPARATUS); PLAYING CARDS; CLICHES; STEREOTYPE BLOCKS; AND SIMILAR

Poland	MCCALL'S	Z-105030	1/14/92	77316	1/14/92	Registered
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16 AND 25: ALL GOODS IN CLASSES

Portugal	MCCALL'S			125247	7/3/84	Registered
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16: PUBLICATIONS, MAGAZINES, CATALOGUES, PATTERNS FOR CLOTHING AND PAPER PATTERNS

Romania	MCCALL'S	26563	3/24/92	26563	3/24/92	Registered
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16 AND 25: ALL GOODS IN CLASSES

Russian Federation	MCCALL PATTERNS	115804	10/3/89	90298	8/13/90	Registered
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INTERNATIONAL CLASS 16

Russian Federation	MCCALL PATTERNS (CYRILLIC)	115777	10/3/89	90295	8/13/90	Registered
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INTERNATIONAL CLASS 16

Russian Federation	MCCALL'S	115805	10/3/89	89600	6/18/90	Registered
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INTERNATIONAL CLASS 16

Russian Federation	MCCALL'S (CYRILLIC)	115778	10/2/89	89591	6/18/90	Registered
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ALL GOODS IN INTERNATIONAL CLASS 16

Russian Federation	THE MCCALL PATTERN COMPANY	115803	10/3/89	90297	8/13/90	Registered
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INTERNATIONAL CLASS 16

Registration Program Report - basic

COUNTRY	MARK	APPLN. NO.	APP. DATE DATE.	REG. NO.	REG. DATE	STATUS
Russian Federation	THE MCCALL PATTERN COMPANY (CYRILLIC)	115802	10/3/89	90296	8/13/90	Registered

INTERNATIONAL CLASS 16

Slovak Republic	MCCALL'S	0-65970-92	1/17/92	173895	1/17/92	Registered
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16: PRINTED MATERIALS, MAGAZINES, PERIODICALS, PATTERNS FOR HOME SEWING AND CRAFTS, BOOKS; 25: WOMEN'S AND CHILDREN'S CLOTHING

South Africa	MCCALL'S	92/2660	3/30/92	B92/2660	3/30/92	Registered
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16: PAPER, CARDBORD AND GOODS MADE FROM THESE MATERIALS, NOT INCLUDED IN OTHER CLASSES; PRINTED MATTER; PATTERNS INCLUDING PATTERNS FOR HOME SEWING, PRINTED PUBLICATIONS DEALING WITH HOME SEWING AND CRAFTS; BOOKBINDING MATERIAL; PHOTO-GRAPHS; STATIONERY; ADHESIVES FOR STATIONERY OR HOUSEHOLD PURPOSES; ARTISTS' MATERIALS; PAINT BRUSHES; TYPEWRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE); INSTRUCTIONAL AND TEACHING MATERIALS (EXCEPT APPARATUS); PLASTIC MATERIALS FOR PACKAGING (NOT INCLUDED IN OTHER CLASSES); PLAYING CARDS; PRINTERS' TYPE; PRINTING BLOCKS

South Africa	MCCALL'S	92/2662	3/30/92	B92/2662	3/30/92	Registered
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25: WOMEN'S AND CHILDREN'S CLOTHING

South Africa	THE MCCALL PATTERN COMPANY	92/2661	3/30/92	B92/2661	3/30/92	Registered
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16: PAPER, CARDBOARD AND GOODS MADE FROM THESE MATERIALS, NOT INCLUDED IN OTHER CLASSES; PRINTED MATTER; PATTERNS INCLUDING PATTERNS FOR HOME SEWING, PRINTED PUBLICATIONS DEALING WITH HOME SEWING AND CRAFTS; BOOKBINDING MATERIAL; PHOTOGRAPHS; STATIONERY; ADHESIVES FOR STATIONERY OR HOUSE-HOLD PURPOSES; ARTISTS' MATERIALS; PAINT BRUSHES; TYPEWRITERS AND OFFICE REQUISITES (EXCEPT FURNITURE); INSTRUCTIONAL AND TEACHING MATERIALS (EXCEPT APPARATUS); PLASTIC MATERIALS FOR PACKAGING (NOT INCLUDED IN OTHER CLASSES); PLAYING CARDS; PRINTERS' TYPE; PRINTING BLOCKS

Spain	MCCALL'S	UNKNOWN	8/29/53	272740	2/5/55	Registered
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16: FASHION AND READYMADE CLOTHING LITERATURE

Sweden	MCCALL'S			75460	2/12/74	Registered
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16: PRINTED PATTERNS AND PATTERNS TO BE TRANSFERRED TO CLOTHES AND EMBROIDERIES AND FOR DECORATION OF AND/OR TRANSFERRING ON INNOVATIONS BEING TOYS, JEST ARTICLES, FANCY GOODS, ACCESSORIES FOR CLOTHES AS WELL AS ADVERTISING PRODUCTS, PERIODICALS AND OCCASIONALLY PUBLISHED PUBLICATIONS, CATALOGUES, LEAFLETS, REPRINTS FROM LITERARY AND ARTISTIC PRODUCTS FROM PUBLICATIONS, PREPARED EDUCATIONAL MATERIALS OR PUBLICITY MATERIALS WHICH ARE SOLD OR DISTRIBUTED AS SUCH BEING POSTERS, NOTICES, SHOW-CARDS, DISPLAYS OF PAPER AND CARDBOARD, PRICE LABELS AND INFORMATIVE LABELS, TEXT TYPE: GD2 EYE CATCHERS, FOLDABLE AND/OR ADJUSTABLE ADVERTISING PRODUCTS OF PAPER AND CARDBOARD

Cowan, Liebowitz & Latman, P.C
 Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

Continuation

COUNTRY	MARK	APPLN. NO.	APP. DATE DATE	REG. NO.	REG. DATE	STATUS
Switzerland	MCCALL'S	450/1994	1/21/94	420.052	1/21/94	Registered

Item
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16: PATTERNS FOR HOME SEWING AND PRINTED PUBLICATIONS DEALING WITH HOME SEWING AND CRAFTS

Ukraine	MCCALL PATTERNS	90298	10/3/89	4956	5/16/94	Registered
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16: ALL GOODS IN CLASS

Ukraine	MCCALL PATTERNS (CYRILLIC)	90295	10/3/89	4957	5/16/94	Registered
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16: ALL GOODS IN CLASS

Ukraine	MCCALL'S	115805	10/3/89	4955	10/3/89	Registered
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16: ALL GOODS IN CLASS

Ukraine	MCCALL'S (CYRILLIC)	89591	10/3/89	5273	5/16/94	Registered
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16: ALL GOODS IN CLASS

Ukraine	THE MCCALL PATTERN COMPANY	90297	10/3/89	5275	5/16/94	Registered
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16: ALL GOODS IN CLASS

Ukraine	THE MCCALL PATTERN COMPANY (CYRILLIC)	90296	10/3/89	4958	5/16/94	Registered
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16: ALL GOODS IN CLASS

United Kingdom	MCCALL'S		4/10/75	1044872	4/10/75	Registered
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16: PAPER PATTERNS AND MAGAZINES (PUBLICATIONS), ALL RELATING TO SEWING

United States	14 PLUS & DESIGN			1235252	4/19/83	Registered
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16: PRINTED PAPERS PATTERNS FOR SEWING

Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	BETSY MCCALL	75/045490	1/19/96	2058417	4/29/97	Registered

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16: CHILDREN'S BOOKS, CALENDARS, POSTERS, GREETING CARDS, POSTCARDS, STATIONERY, BOOKMARKS, WRAPPING PAPER, PAPER CUTOUTS AND CHILDREN'S MAGAZINES FEATURING ARTICLES OF INTEREST TO CHILDREN

United States	BETSY MCCALL	75/045489	1/18/96	2017916	11/19/96	Registered
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16: PATTERNS FOR HOME SEWING

United States	BETSY MCCALL	75/045491	1/18/96	2060078	5/6/97	Registered
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28: DOLLS AND THEIR ACCESSORIES, PLAY SETS FOR DOLLS, AND BOARD GAMES

United States	CUT-TO-FIT			1224701	1/18/83	Registered
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16: PATTERNS FOR SEWING

United States	EASY FIT EASY SEW			1223375	1/11/83	Registered
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16: PATTERNS FOR SEWING

United States	FOCUS ON	554062	8/19/85	1385977	3/11/86	Registered
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INSTRUCTION SETS FOR HOME SEWING

United States	FOCUS ON OVERLOCK (SERGER) SEWING	73/606693	6/27/86	1428358	2/10/87	Registered
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INSTRUCTION SETS FOR HOME SEWING

United States	FROSTLINE & DESIGN	73/522876	2/19/85	1378195	1/14/86	Registered
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9

25: CLOTHING ASSEMBLY KITS, SPECIFICALLY JACKETS, PARKAS, VESTS, INSULATED PANTS, GLOVES AND BOOTIES, COMPRISED OF VARIOUS FABRICS AND DOWN

United States	INSPOUT (STYLIZED)	73/522875	2/19/85	1378145	1/14/86	Registered
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10

24: COMFORTER ASSEMBLY KITS COMPRISED OF FABRIC AND DOWN TO BE USED IN MAKING A COMFORTER, TOGETHER WITH A DETAILED IN-STRUCTION BOOKLET ON THE METHOD OF ASSEMBLING THE COMFORTER

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	JUMPING BEANS	74/002038	11/16/89	1656762	9/10/91	Registered

11

6: PATTERNS FOR HOME SEWING

United States	LEARN TO SEW FOR FUN	73/605209	6/19/86	1437987	4/28/87	Registered
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12

PATTERNS FOR HOME SEWING

United States	MADE-FOR-YOU			1180126	12/1/81	Registered
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13

6: PATTERNS FOR SEWING

United States	MCCALL'S			555927	3/11/52	Registered
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14

6: MAGAZINES, PUBLICATIONS ISSUED PERIODICALLY OR FROM TIME TO TIME, CATALOGUES, LEAFLETS, REPRINTS OF LITERARY & ARTISTIC MATTER FROM PUBLICATIONS, PREPARED PROMOTIONAL OR ADVERTISING MATERIAL SOLD OR DISTRIBUTED AS SUCH

United States	MCCALL'S			569596	1/20/53	Registered
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15

6: PRINTED AND TRANSFER PATTERNS FOR GARMENTS, NEEDLEWORK, AND NOVELTIES

United States	MCCALL'S CREATES (STYLIZED)	74/222271	11/18/91	1764420	4/13/93	Registered
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16

6: ARTS AND CRAFTS INSTRUCTION MANUALS

United States	MCCALL'S HOME CENTER & DESIGN	583149	2/18/86	1408487	9/9/86	Registered
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17

PATTERNS FOR SEWING

United States	MCCALL'S IN MINUTES (STYLIZED)			1371278	11/19/85	Registered
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18

6: PATTERNS FOR SEWING

United States	MCCALL'S MAKES IT EASY (STYLIZED)	74/248135	2/21/92	1764431	4/13/93	Registered
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19

6: ARTS AND CRAFTS INSTRUCTION MANUALS

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	NON-STOP WARDROBE	73/629134	11/7/86	1445122	6/30/87	Registered

20

16: PATTERNS FOR HOME SEWING

United States	NY JUNIOR NY & DESIGN	75/624058	1/21/99			FILED
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21

16: PATTERNS FOR HOME SEWING

United States	NY JUNIOR NY & DESIGN	75/624059	1/21/99			FILED
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22

25: CLOTHING, NAMELY, DRESSES, SKIRTS, SLACKS, SUITS, SHIRTS, BLOUSES, SWEATERS AND VESTS

United States	NY THE COLLECTION NY	75/128218	7/1/96	2063389	5/20/97	Registered
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23

16: PATTERNS FOR HOME SEWING

United States	NY THE COLLECTION NY (STYLIZED)	75/240983	2/13/97			FILED
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24

25: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, NAMELY, DRESSES, SKIRTS, SLACKS, SUITS, SHIRTS, BLOUSES, SWEATERS AND VESTS

United States	PERSONALIZED INSTRUCTIONS(STYLIZED)			1255280	10/25/83	Registered
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25

16: PATTERNS FOR SEWING

United States	QUICK + EASY			1085998	2/21/78	Registered
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26

16: PATTERNS FOR SEWING

United States	SELECT-A-SIZE	74/195580	8/19/91	1735696	11/24/92	Registered
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27

16: PATTERNS FOR HOME SEWING

United States	SEW FOR FUN	75/479723	5/5/98		2/23/99	REGISTERED
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28

16: PATTERNS FOR HOME SEWING

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	SEWING POWER	465069	2/10/84	1347337	7/9/85	Registered

29

15: SERIES OF PRE-RECORDED VIDEOTAPES; 16: PATTERNS FOR SEWING AND PRINTED WORKBOOKS AND INSTRUCTION MANUALS RELATING TO SEWING; 41: EDUCATIONAL SERVICES, NAMELY PROVIDING MULTI-MEDIA INSTRUCTION IN THE CONCEPTS, TOOLS, MATERIALS, VOCABULARY, SKILLS AND TECHNIQUES OF SEWING, AND PROVIDING TECHNICAL ASSISTANCE AND INSTRUCTIONAL MATERIALS TO OTHERS FOR USE IN CONNECTION WITH THE ESTABLISHMENT OF INSTRUCTIONAL SEWING PROGRAMS

United States	STITCH 'N SAVE	365397	5/19/82	1320602	2/19/85	Registered
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30

6: PATTERNS FOR SEWING

United States	TODAY'S MOTHER & DESIGN	547690	7/12/85	1379151	1/21/86	Registered
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31

CLOTHING PATTERNS

United States	V.I.P.			1225943	2/1/83	Registered
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32

6: PATTERNS FOR SEWING

United States	WALLIES	74/693891	6/26/95	2041318	2/25/97	Registered
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33

17: WALL COVERINGS, NAMELY PASTE-ON WALL DECORATIONS

Uruguay	MCCALL'S			287495	6/10/96	Registered
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PATTERNS, MODELS AND TRANSFERS; PUBLICATIONS, CATALOGUE AND PERIODICALS

Venezuela	MCCALL'S			30193-F	8/17/85	Registered
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PRINTED AND TRANSFER PATTERNS FOR GARMENTS, NEEDLEWORK AND NOVELTIES, MAGAZINES

TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2001, by THE MCCALL PATTERN COMPANY, a Delaware corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation, in its capacity as Agent for Lenders.

WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among Grantor, the Persons named therein as Credit Parties, Agent and the Persons signatory thereto from time to time as Lenders (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), Lenders have agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor;

WHEREAS, Agent and Lenders are willing to make the Loans and to incur Letter of Credit Obligations as provided for in the Credit Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Agent, for itself and the ratable benefit of Lenders, that certain Security Agreement dated as of the date herewith (including all annexes, exhibits or schedules thereto, as from time to time amended, restated, supplemented or otherwise modified, the "Security Agreement");

WHEREAS, pursuant to the Security Agreement, Grantor is required to execute and deliver to Agent, for itself and the ratable benefit of Lenders, this Trademark Security Agreement;

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 Annex A thereto to the Credit Agreement.

2. GRANT OF SECURITY INTEREST IN TRADEMARK COLLATERAL. Grantor hereby grants to Agent, on behalf of itself and Lenders, 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 "Trademark Collateral");

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

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

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

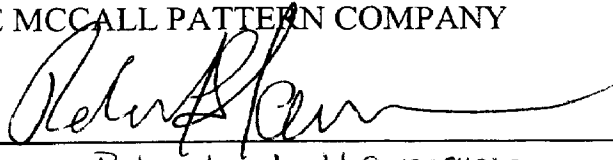
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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

3. SECURITY AGREEMENT. The security interests granted pursuant to this Trademark Security Agreement are granted in conjunction with the security interests granted to Agent, on behalf of itself and Lenders, pursuant to the Security Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral 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.

[signature page follows]


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

THE MCCALL PATTERN COMPANY

By: 
Name: Robert L. Hermann
Title: President

ACCEPTED AND ACKNOWLEDGED BY:

GENERAL ELECTRIC CAPITAL CORPORATION

By: 
Name: Michael Lustbader
Title: Duly Authorized Signatory

ACKNOWLEDGMENT OF GRANTOR

STATE OF New York)

COUNTY OF New York)

ss.

On this 14th day of March, 2001 before me personally appeared ROBERT L. HERMANN, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of The McCall Pattern Company, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Iliana Lopez
Notary Public

{seal}

ILIANA LOPEZ
Notary Public, State of New York
No. 01LO1036252
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 11, 2002

BORROWER THE MCCALL PATTERN COMPANY
TRADEMARK SECURITY AGREEMENT
SCHEDULE I
TRADEMARKS AND TRADEMARK LICENSES

See attached

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Albania	MCCALL'S	223	8/4/93	5717	8/4/93	Registered

16: PATTERNS FOR HOME SEWING, PERIODICAL PUBLICATIONS AND PUBLICATIONS HAVING TO DO WITH HOME SEWING AND CRAFTS;
 WOMEN'S AND CHILDREN'S CLOTHING

Argentina	MCCALL			1583304	12/14/95	Registered
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25: ALL GOODS EXCEPT SHIRTS, UNDERCLOTHING AND SOCKS; FOOT-WEAR AND CLOTHING ESPECIALLY DESIGNED FOR PRACTICING
 SPORTS, GARMENTS MADE OF FUR OR IMITATION FUR

Argentina	MCCALL (STYLIZED)			1598715	8/13/73	Registered
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16: ALL GOODS EXCEPT PRINTED MUSIC, MUSIC PAPER; BRUSHES (OTHER THAN FOR ARTISTS) PAINT ROLLERS, PLAYING CARDS; PAINTED,
 ENGRAVED AND LITHOGRAPHED ART OBJECTS; SEALING WAX; AQUARIUMS; ROSARIES AND CRUCIFIXES; PAPER CONFETTI AND
 PAPERSTREAMERS; PAPER-TISSUES FOR REMOVING MAKE-UP

Australia	MCCALL'S	13AU1954	8/13/54	A119653	8/13/54	Registered
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16: PUBLICATIONS AND PATTERNS

Benelux	MCCALL'S	779749	5/6/92	513938	5/6/92	Registered
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28: CHILDREN'S HOBBY CRAFT KITS IN THE FIELD OF SEWING, NEEDLEWORK AND FASHION DESIGN AND CHILDREN'S TOY REPLICASEWING
 MACHINES

Brazil	MCCALL'S			002967120	5/30/64	Registered
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16.20 MOLDS

Bulgaria	MCCALL'S	18493	1/21/92	25835	1/21/92	Registered
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16 AND 25: ALL GOODS IN CLASSES

Canada	LEARN TO SEW FOR FUN	633168	5/31/89	378380	1/18/91	Registered
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PATTERNS FOR HOME SEWING

Canada	MCCALL'S			UCA43822	10/3/52	Registered
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MAGAZINES, PUBLICATIONS, REPRINTS OF LITERARY AND ARTISTIC MATERIAL FROM PUBLICATIONS, PREPARED PROMOTIONAL OR
 ADVERTISING MATERIAL SOLD OR DISTRIBUTED AS SUCH, PRINTS AND PUBLICATIONS; PRINTED AND TRANSFER PATTERNS FOR
 GARMENTS, NEEDLEWORK AND NOVELTIES

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Canada	MCCALL'S	689753	9/6/91	418159	10/15/93	Registered

CHILDREN'S CRAFT KITS, CHILDREN'S SEWING AND NEEDLEWORK SETS CHILDREN'S FASHION DESIGN SETS AND CHILDREN'S SEWINGMACHINES

Canada	MCCALL'S CREATES (STYLIZED)	738479	10/6/93	445958	8/11/95	Registered
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PRINTED PUBLICATIONS, NAMELY ARTS AND CRAFTS INSTRUCTIONMANUALS; ARTS AND CRAFTS INSTRUCTION MANUALS

Canada	STITCH 'N SAVE	633170	5/31/89	372480	8/24/90	Registered
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PATTERNS FOR HOME SEWING

Canada	TLC GREETINGS	638094	8/9/89	384205	5/10/91	Registered
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GREETING CARDS

Chile	MCCALL'S			416723	11/15/73	Registered
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16: ALL GOODS IN CLASS

China (People's Republic Of)	MCCALL'S			333509	12/20/88	Registered
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SEWING PATTERNS, MAGAZINES

China (People's Republic Of)	MCCALL'S			334085	12/20/88	Registered
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CLOTHING

China (People's Republic Of)	MCCALL'S (IN CHINESE)			336130	1/10/89	Registered
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CLOTHING

China (People's Republic Of)	MCCALL'S (IN CHINESE)			333506	12/20/88	Registered
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SEWING PATTERNS, MAGAZINES

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPL. NO.</u>	<u>APP. DATE</u> <u>DATE</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
Switzerland	MCCALL'S	450/1994	1/21/94	420.052	1/21/94	Registered

16: PATTERNS FOR HOME SEWING AND PRINTED PUBLICATIONS DEALING WITH HOME SEWING AND CRAFTS

Ukraine	MCCALL PATTERNS	90298	10/3/89	4956	5/16/94	Registered
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16: ALL GOODS IN CLASS

Ukraine	MCCALL PATTERNS (CYRILLIC)	90295	10/3/89	4957	5/16/94	Registered
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16: ALL GOODS IN CLASS

Ukraine	MCCALL'S	115805	10/3/89	4955	10/3/89	Registered
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16: ALL GOODS IN CLASS

Ukraine	MCCALL'S (CYRILLIC)	89591	10/3/89	5273	5/16/94	Registered
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16: ALL GOODS IN CLASS

Ukraine	THE MCCALL PATTERN COMPANY	90297	10/3/89	5275	5/16/94	Registered
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16: ALL GOODS IN CLASS

Ukraine	THE MCCALL PATTERN COMPANY (CYRILLIC)	90296	10/3/89	4958	5/16/94	Registered
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16: ALL GOODS IN CLASS

United Kingdom	MCCALL'S		4/10/75	1044872	4/10/75	Registered
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16: PAPER PATTERNS AND MAGAZINES (PUBLICATIONS), ALL RELATING TO SEWING

United States	14 PLUS & DESIGN			1235252	4/19/83	Registered
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16: PRINTED PAPERS PATTERNS FOR SEWING

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	BETSY MCCALL	75/045490	1/18/96	2058417	4/29/97	Registered

16: CHILDREN'S BOOKS, CALENDARS, POSTERS, GREETING CARDS, POSTCARDS, STATIONERY, BOOKMARKS, WRAPPING PAPER, PAPER CUTOUTS AND CHILDREN'S MAGAZINES FEATURING ARTICLES OF INTEREST TO CHILDREN

United States	BETSY MCCALL	75/045489	1/18/96	2017916	11/19/96	Registered
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16: PATTERNS FOR HOME SEWING

United States	BETSY MCCALL	75/045491	1/18/96	2060078	5/6/97	Registered
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28: DOLLS AND THEIR ACCESSORIES, PLAY SETS FOR DOLLS, AND BOARD GAMES

United States	CUT-TO-FIT			1224701	1/18/83	Registered
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16: PATTERNS FOR SEWING

United States	EASY FIT EASY SEW			1223375	1/11/83	Registered
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16: PATTERNS FOR SEWING

United States	FOCUS ON	554062	8/19/85	1385977	3/11/86	Registered
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INSTRUCTION SETS FOR HOME SEWING

United States	FOCUS ON OVERLOCK (SERGER) SEWING	73/606693	6/27/86	1428358	2/10/87	Registered
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INSTRUCTION SETS FOR HOME SEWING

United States	FROSTLINE & DESIGN	73/522876	2/19/85	1378195	1/14/86	Registered
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25: CLOTHING ASSEMBLY KITS, SPECIFICALLY JACKETS, PARKAS, VESTS, INSULATED PANTS, GLOVES AND BOOTIES, COMPRISED OF VARIOUS FABRICS AND DOWN

United States	INSPORT (STYLIZED)	73/522875	2/19/85	1378145	1/14/86	Registered
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24: COMFORTER ASSEMBLY KITS COMPRISED OF FABRIC AND DOWN TO BE USED IN MAKING A COMFORTER, TOGETHER WITH A DETAILED IN-STRUCTION BOOKLET ON THE METHOD OF ASSEMBLING THE COMFORTER

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	JUMPING BEANS	74/002038	11/16/89	1656762	9/10/91	Registered

16: PATTERNS FOR HOME SEWING

United States	LEARN TO SEW FOR FUN	73/605209	6/19/86	1437987	4/28/87	Registered
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PATTERNS FOR HOME SEWING

United States	MADE-FOR-YOU			1180126	12/1/81	Registered
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16: PATTERNS FOR SEWING

United States	MCCALL'S			555927	3/11/52	Registered
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16: MAGAZINES, PUBLICATIONS ISSUED PERIODICALLY OR FROM TIME TO TIME, CATALOGUES, LEAFLETS, REPRINTS OF LITERARY & ARTISTIC MATTER FROM PUBLICATIONS, PREPARED PROMOTIONAL OR ADVERTISING MATERIAL SOLD OR DISTRIBUTED AS SUCH

United States	MCCALL'S			569596	1/20/53	Registered
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16: PRINTED AND TRANSFER PATTERNS FOR GARMENTS, NEEDLEWORK, AND NOVELTIES

United States	MCCALL'S CREATES (STYLIZED)	74/222271	11/18/91	1764420	4/13/93	Registered
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16: ARTS AND CRAFTS INSTRUCTION MANUALS

United States	MCCALL'S HOME CENTER & DESIGN	583149	2/18/86	1408487	9/9/86	Registered
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PATTERNS FOR SEWING

United States	MCCALL'S IN MINUTES (STYLIZED)			1371278	11/19/85	Registered
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16: PATTERNS FOR SEWING

United States	MCCALL'S MAKES IT EASY (STYLIZED)	74/248135	2/21/92	1764431	4/13/93	Registered
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16: ARTS AND CRAFTS INSTRUCTION MANUALS

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	NON-STOP WARDROBE	73/629134	11/7/86	1445122	6/30/87	Registered

PATTERNS FOR HOME SEWING

United States	NY JUNIOR NY & DESIGN	75/624058	1/21/99			FILED
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16: PATTERNS FOR HOME SEWING

United States	NY JUNIOR NY & DESIGN	75/624059	1/21/99			FILED
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25: CLOTHING, NAMELY, DRESSES, SKIRTS, SLACKS, SUITS, SHIRTS, BLOUSES, SWEATERS AND VESTS

United States	NY THE COLLECTION NY	75/128218	7/1/96	2063389	5/20/97	Registered
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16: PATTERNS FOR HOME SEWING

United States	NY THE COLLECTION NY (STYLIZED)	75/240983	2/13/97			FILED
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25: MEN'S, WOMEN'S AND CHILDREN'S CLOTHING, NAMELY, DRESSES, SKIRTS, SLACKS, SUITS, SHIRTS, BLOUSES, SWEATERS AND VESTS

United States	PERSONALIZED INSTRUCTIONS(STYLIZED)			1255280	10/25/83	Registered
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16: PATTERNS FOR SEWING

United States	QUICK + EASY			1085998	2/21/78	Registered
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16: PATTERNS FOR SEWING

United States	SELECT-A-SIZE	74/195580	8/19/91	1735696	11/24/92	Registered
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16: PATTERNS FOR HOME SEWING

United States	SEW FOR FUN	75/479723	5/5/98		2/23/99	REGISTERED
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16: PATTERNS FOR HOME SEWING

Cowan, Liebowitz & Latman, P.C
Client: THE MCCALL PATTERN COMPANY

Registration Program Report - basic

<u>COUNTRY</u>	<u>MARK</u>	<u>APPLN. NO.</u>	<u>APP. DATE</u> <u>DATE.</u>	<u>REG. NO.</u>	<u>REG. DATE</u>	<u>STATUS</u>
United States	SEWING POWER	465069	2/10/84	1347337	7/9/85	Registered

9: SERIES OF PRE-RECORDED VIDEOTAPES; 16: PATTERNS FOR SEWING AND PRINTED WORKBOOKS AND INSTRUCTION MANUALS RELATING TO SEWING; 41: EDUCATIONAL SERVICES, NAMELY PROVIDING MULTI-MEDIA INSTRUCTION IN THE CONCEPTS, TOOLS, MATERIALS, VOCABULARY, SKILLS AND TECHNIQUES OF SEWING, AND PROVIDING TECHNICAL ASSISTANCE AND INSTRUCTIONAL MATERIALS TO OTHERS FOR USE IN CONNECTION WITH THE ESTABLISHMENT OF INSTRUCTIONAL SEWING PROGRAMS

United States	STITCH 'N SAVE	365397	5/19/82	1320602	2/19/85	Registered
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16: PATTERNS FOR SEWING

United States	TODAY'S MOTHER & DESIGN	547690	7/12/85	1379151	1/21/86	Registered
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CLOTHING PATTERNS

United States	V.I.P.			1225943	2/1/83	Registered
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16: PATTERNS FOR SEWING

United States	WALLIES	74/693891	6/26/95	2041318	2/25/97	Registered
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27: WALL COVERINGS, NAMELY PASTE-ON WALL DECORATIONS

Uruguay	MCCALL'S			287495	6/10/96	Registered
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PATTERNS, MODELS AND TRANSFERS; PUBLICATIONS, CATALOGUE AND PERIODICALS

Venezuela	MCCALL'S			30193-F	8/17/85	Registered
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PRINTED AND TRANSFER PATTERNS FOR GARMENTS, NEEDLEWORK AND NOVELTIES, MAGAZINES

The McCall Pattern Company

Licenses of Copyright and Trademark Rights

(see attached)

Contract
12/29/00
2:10 PM
M. M. M.

The McCall Pattern Company
Walleis Royalty Contract Summary
January 2001

LICENSOR NAME	PAYMENT DUE	GUARANTEED		ROYALTY ADVANCE	ROYALTY TERMS	CONTRACT EXPIRATION		COMMENTS
		MINIMUM	MAXIMUM			DATE	DATE	
Beatrice Potter Payments to: The Copyrights Group Limited Manor Barn Millon Nr Banbury Oxon OX15 4HH England	15 days Quarterly Report by Country Their format	\$2,500.00		\$500.00 at signing Ck # 40509, 11/16/98	8% wholesale of each unit sold	11/04/98	12/31/00	Territory: United States & Possessions, Canada Sales only to: wholesale firms, retail firms, catalog firms, to the public through Internet and cable shopping channels. No direct mail to the public, or to manufacturers. Send sample of each design at December 31 of each year.
Beatrice Potter Payments to: The Copyrights Group Limited Manor Barn Millon Nr Banbury Oxon OX15 4HH England	30 Days Quarterly Report by Country Their format	\$2,000.00		None	8% wholesale of each unit sold	11/04/98	12/31/00	Territory: France, Iceland, Italy, Turkey, U.K. and Northern Ireland, 1/21/00 Added: Australia and Mexico Sales only to: wholesale firms, retail firms, catalog firms, to the public through Internet and cable shopping channels. No direct mail to the public, or to manufacturers. Send sample of each design at December 31 of each year.
Beatrice Potter Payments to: Copyrights Japan Limited of MF Building 1-6-12 Yoyogi Shibuya-ku Tokyo, 151-0053, Japan	30 Days Quarterly Wire transfer payments to Bank of Tokyo	Paid 8/1/99 - 3/31/00 at signing		None	13% F.O.B. Price	08/01/99	12/31/02	Territory: Japan
Mary Engelbret Studios, Inc. 6900 Delmar Boulevard St. Louis, Missouri 63130	30 Days Quarterly Report signed by an officer.	Annually \$5,000.00 RENEWAL: \$10,000.00 Paid with final Qtr pymt.		None	5% net wholesale - 12/31/98 6% net wholesale thereafter 8% net wholesale - 01/01/00 Payable on all units distributed. Not on review copies, press copies, sales rep or gift show samples.	12/01/98 01/01/00	12/31/99 12/31/01	Territory: Worldwide as of 01/01/00 Territory: U S, Canada, European Economic Community Inventory 30 days after termination. 180 day sell off period. Sell to high quality retail stores and m/o catalogs.
The Platitzgraf Company Attention: Ms. Judy Bono 140 East Market Street York, Pennsylvania 17401 cc: Corporate Counsel, Address Above	45 Days Quarterly Report signed by an officer.	None		None	5% net wholesale - 12/31/97 6% net wholesale thereafter Payable on all sales.	02/01/96 02/01/00	02/01/98 02/01/02	Territory: Worldwide as of 02/01/00. Royalty due on all sales, including sales to Platitzgraf. Inventory statement at expiration or termination. Six month sell off period at termination.
Kimble House, Inc. RR 3, Box 3038 Brandon, Vermont 05733	30 Days Quarterly	None		None	5% wholesale 1st year 8% net selling price thereafter	12/14/98 Auto renewal unless 90 day notice by either party.	12/14/00	Territory: United States and Canada Inventory statement 30 days after termination. 180 day sell off period.
Mumms The Word, Inc. 1116 East Westview Court Spokane, Washington 99218-1384 cc: George G. Giegel Wells, St. John, Roberts, Gregory & Mackin, P. S. 601 West First Avenue, Suite 1300 Spokane, Washington 99204-0317	30 Days Quarterly	None		None	6% net selling price	04/01/99	04/01/01	Territory: Worldwide For sale in Craft Chains, Home-Dec Retailers, Gift Retailers, Internet Retailers and Catalog Retailers ONLY. 90 Day Sell Off period at termination or expiration.
Olive Kilds Oliveira Brandwein Design, Inc. 45 Thatcher Hill Road Marlborough, New Hampshire 03455	30 Days Quarterly Report by Country Signed by an officer.	\$10,000.00 due 30 days after end of term		\$3,500.00 at contract signing	6% net receipts on sales Art Fees: \$250.00 per design due upon submission.	10/15/99	10/31/01	Territory: Worldwide Must introduce 4 designs by 01/01/00, 1 additional by 01/01/01. 90 Day sell off period at expiration. Inventory 120 days prior to and 15 days after expiration.

Contract
1/22/91/00
2:10 PM

The McCall Pattern Company
Waltles Royalty Contract Summary
January 2001

LICENSOR NAME	PAYMENT DUE	GUARANTEED MINIMUM	ROYALTY ADVANCE	ROYALTY TERMS	CONTRACT DATE	EXPIRATION DATE	COMMENTS
InterArt Licensing (Jenny Faw) Ms. Rita Klingelhoff 1145 Sunrise Greetings CT. Bloomington, IN 47404	30 Days Quarterly	None	\$500.00 per design @ contract execution	5% net sales	07/01/99	06/30/01	Territory: Worldwide Inventory statement within 30 days after termination. Renewal with mutual agreement.
Suzanne Cruise Creative Services, Inc. (K. P. Kids and Company) 7199 West 98 Terrace, # 110 Overland Park, Kansas 66212-6159 cc: Kar Pearson, K. P. Kids & Co. Route 1, Box 13 Fairfield, WA, 99012	60 Days Quarterly	\$2,500.00 during term of agreement	\$500.00 per package at contract execution	6% net sales	11/08/99	11/07/01	Territory: Worldwide Payable on all products distributed, even free, except salesman's samples and samples to prospective buyers. To renew, notify in writing 2 months prior to end of period. Inventory 60 days before expiration, 15 days after term notice.
Pitter Patter Pay: Nancy Faulkner 3015 Paseo Del Refugio Santa Barbara, California 93105	45 Days Quarterly Report by COUNTRY	\$10,000.00 Sales per design in 12 month period	\$1,000.00 at contract execution	6% net selling price	01/21/00	01/31/02	Territory: U.S., Canada, So Africa, England, Europe, Australia, South America, Japan Mosaic and Faulkner can order at wholesale less 20%, royalties not payable on these products. Inventory statement 90 days before expiration, 10 days after term. Six month sell off period. Sales not allowed to discount, off-price, close out or mass market stores or retailers.
Schuman Fine Papers / Cloud Nine Cats Attention: Shelia Herrin 2500 North Walnut Way Fairfield, California 94533-6724	60 Days Quarterly	None	\$500.00 at execution per artist, per design	5% net sales	12/15/99	12/31/01	Territory: Worldwide Inventory statement as of termination date. 90 day sell off period. Inventory statement at end of 90 days, they can purchase remainder, if they don't purchase, then a statement certifying product destroyed.
L & G Licensing + / Todd Parr 1400 Chautauqua Boulevard Pacific Palisades, California 90272	45 Days Quarterly Report by COUNTRY	\$10,000.00 @ signing \$ 3,000.00 05/01/01 \$ 3,000.00 05/01/02 \$ 2,000.00 04/30/03	\$10,000.00 @ signing	8% net selling price Payable on all units distributed, billed or not. Royalty contingency is 10%	05/01/00	04/30/03	Territory: United States and Canada (Others upon written approval.) Inventory statement 30 days before expiration with a list of key accounts which sold the product over the term of the agreement. Sell off period 90 days subsequent to expiration or termination.
Datsy Kingdom Payments to: Springs Industries, Inc. Attention: Eva Byrd 420 West White Street, P. O. Box 10232 Rock Hill, South Carolina 29731	60 Days Quarterly	\$7,500.00 per contract year (5/1-4/30) Total \$22,500.00/term	\$5,000.00 @ signing	7% net sales	05/01/00	06/30/03	Territory: Worldwide Inventory statement 60 days before expiration, or 30 days after term. 90 Sell off period. Sr. VP & CFO certifies royalty report accuracy. Guar. Min. due 60 days after end of each contract year, if not earned.
Babar Payments to: 20% The Clifford Ross Company LTD c/o Franklin, Weinrib, Rudell & Vassallo, P. C. 488 Madison Avenue, 18th Floor New York, New York 10022 80% Nekvana Limited 32 Atlantic Avenue Toronto, Ontario Canada M6K 1X8	45 Days Quarterly	\$10,000.00 - remainder due 45 days after expiration	\$5,000.00 at execution	8.5% net sales	05/01/00	12/31/03	Territory: Worldwide Inventory statement 30 days after termination. 90 day sell off period. Inventory statement 15 days after sell off period.

cc: John Kobiskie
Vince Placsek
JULIEG@MCCALLPATTERN.COM
Nancy DiCocco
Carol Zyla

CODE	LICENSOR NAME	PAYMENT DUE	ROYALTY ADVANCE	DESIGN FEE	ROYALTY TERMS	REPORT DATES	CONTRACT DATE	EXPIRATION DATE	COMMENTS
D024	Pati Palmer	60 days, SA	\$2,000.00	0	10% wholesale	6/30 & 12/31	7-20-84	31-Aug-00	Design # 4373 forward, except # 4721 - 100% P. Palmer
D028	Pati Palmer & Susan (Pletsch) Foster	60 days, SA	\$2,000.00	0	10% wholesale	6/30 & 12/31	7-20-84	31-Aug-90	Covers design # 8940-4373. Royalties are split 50%/50%.
D040	Wine, Faye - The Hen's Nest	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	8-30-82	30-Aug-86	Contract A
D057	Ruffies & Lase	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	1-04-84	04-Jan-87	Contract A
D082	Pamela Creand Designs	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	10-01-86	01-Oct-90	Contract A
D083	Kitty Barton	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	01-01-89	01-Jan-91	Contract A
D084	Karen Kennedy Designs / New York, New York Payable to: Karen L. Kennedy	60 days, SA PAY ASAP	\$1,000.00	0	10% wholesale	6/30 & 12/31 Individual Design Basis	06-29-88 Renewal	31-Dec-89 31-Dec-99	Reimburse preapproved fabric related expenses.
D085	Nancy Zeman, Nancy's Notions, Ltd.	60 days, SA	\$1,000.00	0	10% wholesale	6/30 & 12/31	01-01-89	01-Jan-91	Contract A
D087	Masquerade Int'l/Grand Illusions	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	03-22-89	22-Mar-91	Contract A, Successive renewal periods of one year @ McCall's discretion.
D089	Susan Sampson (Home Dec In a Sec)	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	4-19-89	19-Apr-91	Contract A
D092	Cozy Toes (Lae Ann Slover & Debra Schoch)	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	10-1-90	01-Oct-92	Contract A
D093	Alicyn Wright/Alicyn Exclusives, Inc.	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31 Individual Design Basis	1-01-91	01-Jan-93	Contract A, Successive renewal periods of one year @ McCall's discretion.
D099	Zootiez	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	9-01-91	01-Sep-93	Contract A, Successive one year renewals at our discretion. If Zootiez terminates, 90 day notice.
D100	Lanz Clothing Company	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	4-23-91	30-Sep-93	Auto 1 year renewals unless 60 day written notice.
D112	Lida Brady	60 days, SA	\$1,000.00	\$350.00 for each made	10% wholesale	6/30 & 12/31	02/01/92	01-Oct-94	Contract A, Successive one year renewals at our discretion.
D116	Debra Moises	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	02/20/89	02/20/01	Contract A, Successive one year renewals at our discretion.
D122	Donna Babylon	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	02-01-93	01-Feb-95	Contract A, Successive one year renewals at our discretion.
D126	Joaime Beretta	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	08/04/88	04-Aug-00	Contract A, Successive one year renewals at our discretion.
D127	Linda Le May/Dreams 'N' Delights	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	05-01-93	01-May-95	Contract A, Successive one year renewals at our discretion.
D131	Eneaba Eneaba, Inc.	30 days, QRTY	\$1,000.00	\$350.00	10% wholesale f/c's & sell down	3/31, 6/30, 9/30 & 12/31	08-01-93	01-Aug-95	One year renewals at McCall's discretion.
D134	Carol's Zoo/Carol Cruise & Company	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	09-01-93	01-Sep-95	Contract A, Successive one year renewals at our discretion.
D135	Wimpole Street, Inc.	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	01-01-94	01-Jan-96	Contract A, Successive one year renewals at our discretion.
D136	Homespun At Heart (Debbie Schimpf)	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	01-01-94	01-Jan-96	Contract A, Successive one year renewals at our discretion.
D138	Croskill, Inc.	60 days QRTY	\$1,000.00	0	10% wholesale	3/31, 6/30, 9/30 & 12/31	02-01-94	01-Feb-96	Contract A, Successive one year renewals at our discretion.
D141	Hanging By A Thread	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	04-01-94	01-Apr-96	Contract A, Successive one year renewals unless 60 written notice.
D144	Tom Arma/The Arma Collection	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% Net wholesale allow deductions	6/30 & 12/31	05-01-94 07-01-99 08-01-00	05-01-96 07-01-01 08-01-02	Contract A, Successive one year renewals unless 60 days written notice.

TRADEMARK
REEL: 002269 FRAME: 0118

CODE	LICENSOR NAME	PAYMENT DUE	ROYALTY ADVANCE	DESIGN FEE	ROYALTY TERMS	REPORT DATES	CONTRACT DATE	EXPIRATION DATE	COMMENTS
D147	Michelle Hains/Hairrooms	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	07-01-94	01-Jul-96	Contract A. Successive one year renewals at our discretion.
D159	Abbe Gale Eckstein/Abbe Gale Hats	60 days, SA	\$1,000.00	\$350.00	10% wholesale r/o's allow deductions	6/30 & 12/31	07-15-95	15-Jul-97	Contract A. Successive one year renewals at our discretion.
D161	Maureen Hills/Little City Bears & Company	60 days, SA	\$1,000.00	\$350.00	10% wholesale r/o's	6/30 & 12/31	11-01-95	01-Nov-97	Contract A. Successive one year renewals at our discretion.
D162	Kathi Campbell/Heart to Hand	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% Net wholesale allow deductions	6/30 & 12/31	10-01-98	01-Oct-00	Contract A. Successive one year renewals at our discretion.
D165	Jolene	60 days, SA	\$1,000.00	\$350.00	10% wholesale r/o's allow deductions	6/30 & 12/31	02-15-96	15-Feb-98	One year renewals. Either party may terminate with 60 days notice.
D167	The Family Tree/Jackie Bassner	60 days, SA	\$1,000.00	\$350.00	10% wholesale r/o's allow deductions	6/30 & 12/31	07-01-96	01-Jul-98	Contract A. Successive one year renewals at our discretion.
D169	Plum Creek Collectibles/Tammy DeVoung	60 days, SA	\$1,000.00	\$350.00	10% wholesale r/o's allow deductions	6/30 & 12/31	08-01-96	01-Aug-98	Contract A. Successive one year renewals at our discretion.
D170	Nannette Holmberg	60 days, SA	\$1,000.00	\$350.00 per jacket	10% wholesale r/o's allow deductions	6/30 & 12/31	10-01-96	01-Oct-98	Contract A. Successive one year renewals at our discretion. One jacket style per package.
D174	Valar Creations/Maria Swartz	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 with invoice/60 days	10% net wholesale r/o's allow deductions	6/30 & 12/31	05-01-97	01-May-99	Contract A. Successive one year renewals at our discretion.
D176	Strole and Assoc./Lily Bean Junction	60 days, SA	\$1,000.00 no invoice needed	\$350.00 due 30 days after invoice	10% net wholesale r/o's allow deductions US & Possessions and Canada	6/30 & 12/31	01-01-97	31-Dec-99	Two yr renewals, we notify 60 days prior to expiration. Inventory 60 days prior to expiration or 30 days after receipt of Termination Notice.
D177	BAAD Hats/Bonnie Jacobellis	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	10-01-97	01-Oct-99	Contract A. Successive one year renewals at our discretion.
D179	Sherry Lee Echarud/Straw Stockings	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	10-01-97	01-Oct-99	Contract A. Successive one year renewals at our discretion.
D180	GlobalFriends/Rebecca Fisher	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	11-01-97	01-Nov-99	Contract A. Successive one year renewals unless 60 day written notice.
D181	Cynthia Rose/Cotton Giny's	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	11-01-97	01-Nov-99	Contract A. Successive one year renewals at our discretion.
D182	Bayyirah Abdus Sabur	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	01-01-98	01-Jan-00	Contract A. Successive one year renewals at our discretion.
D183	Connie Sherlock/Among Country Friends	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	02-01-98	01-Feb-00	Contract A. Successive one year renewals at our discretion.
D184	Donna Martin	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	05-01-98	01-May-00	Contract A. Successive one year renewals at our discretion.
D185	Simply Nantucket's/Nancy Blims	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	07-01-98	01-Jul-00	Contract A. Successive one year renewals at our discretion.
D186	Sharon Springer/Spring Gard'n Designs	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	02-01-98	01-Feb-00	Contract A. Successive one year renewals at our discretion.
D187	Richard St. Laurent/The Original Couch Cozy	60 days, SA	\$1,000.00 due 30 days after invoice	\$350.00 due 30 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	08-01-98	01-Aug-00	Contract A. Successive one year renewals at our discretion.
D188	Sue Penn/Penn's & Needles	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	08-01-98	01-Aug-00	Contract A. Successive one year renewals at our discretion.
D189	Fruitful Hands/Susan Backlund	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	10-01-98	01-Oct-00	Contract A. Successive one year renewals at our discretion.
D190	Pearl Louise Designs	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	10-01-98	01-Oct-00	Contract A. Successive one year renewals at our discretion.

CODE	LICENSOR NAME	PAYMENT DUE	ROYALTY ADVANCE	DESIGN FEE	ROYALTY TERMS	REPORT DATES	CONTRACT DATE	EXPIRATION DATE	COMMENTS
D191	Beverly Arnone/Country Home Companions	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	11-01-98	01-Nov-00	Contract A. Successive one year renewals at our discretion.
D192	Joanne Van Galder/Maudlin Shore Kids	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	11-01-98	01-Nov-00	Contract A. Successive one year renewals at our discretion.
D193	Cheryl Haynes/The Prairie Grove Peddler	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	01-01-99	01-Jan-01	Contract A. Successive one year renewals at our discretion.
D194	Sue Marsh/Whitstepping Creek Productions	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	01-01-99	01-Jan-01	Contract A. Successive one year renewals at our discretion.
D195	April Cornell/Rive River	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	06-17-98	15-Apr-01	Contract A. Successive one year renewals with mutual consent.
D196	Kelly Jo Peebles/Peebles Western Patterns	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	11-01-98	01-Nov-00	Contract A. Successive one year renewals at our discretion.
D197	L. A. Designs	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	04/01/99	04/01/01	Contract A. Successive one year renewals at our discretion.
D198	Peter Allen Inc./Allen Friedman/Bra Tops	60 days, SA	\$1,000.00 due 30 days after invoice	0	10% net wholesale r/o's allow deductions	6/30 & 12/31	04/01/99	04/01/01	Contract A. Successive one year renewals at our discretion.
D199	Barbara Horton	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	08/01/99	08/01/01	Contract A. Successive one year renewals at our discretion.
D200	Fresh Off The Vine/Jill McArthur	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	08/01/99	08/01/01	Contract A. Successive one year renewals at our discretion.
D201	Four Corner Designs	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	10/01/99	10/01/01	Contract A. Successive one year renewals at our discretion.
D202	Pamlewear/Sandi & John Clark	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	10/01/99	10/01/01	Contract A. Successive one year renewals at our discretion.
D203	Sandy Dye	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	09/01/00	05/01/02	Contract A. Successive one year renewals at our discretion.
D204	Zag Rags, Inc.	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	04/01/00	04/01/02	Contract A. Successive one year renewals at our discretion.
D205	Siddhi Corp. / Debra Moises	60 days, SA	\$1,000.00 due 60 days after invoice	\$350.00 due 60 days after invoice	10% net wholesale r/o's allow deductions	6/30 & 12/31	04/01/00	04/01/02	Contract A. Successive one year renewals at our discretion. Debra & Moises for # 2781 forward.
L019	Raggedy Ann & Andy - United Feature Syndicate	60 days, SA	\$5,000.00	0	10% wholesale	6/30 & 12/31 SPECIAL FORMS Signed by officer	12-10-69 Terminated	31-Dec-87 12/31/99	Contract renewed 1/1/86. Automatic one year renewals unless written notice 60 days prior to conclusion.
L031	Hachette Filipacchi Magazines, Inc. (WOMAN'S DAY)	60 days, Ctry	0	0	R/O'S 2.5% RETAIL DIRECT MAIL SALES. 50% OF RETAIL OR SPECIAL AGREED UPON COUPON PRICE	3/31, 6/30, 9/30 & 12/31	22-25 26-29 30-33	14-Mar-98 13-May-00 27-Mar-02	Fall '96, Spring & Fall '97, Spring '98, Fall '98, Spring & Fall '99, Spring '00, Fall '00, Spring & Fall '01, Spring '02.
L040	Judy Loeb	60 days, SA	\$1,000.00	\$350.00	10% wholesale	6/30 & 12/31	5-1-88 7-1-92	01-May-90 01-Jul-94	Contract A. Royalties earned through June 30, 1992 payable to Varet, July 1, 1992 - forward payable to Judy Loeb.
L043	Hershey Foods Corporation	30 days, Ctry	Minimum Guar. \$2,500 12/1/90 \$2,500 12/1/91	0	10% wholesale	3/31, 6/30, 9/30 & 12/31	08-01-89 08/01/93	31-Jul-93 07/31/01	Advance \$2500.00 at signing. Minimum payments of \$2,500.00 ea. on or before 12/1/90 & 12/1/91.
L050	Lollyoga, Ltd./French Toast	60 days, SA	\$500.00 @ signing	0	10% wholesale	6/30 & 12/31 Separate Countries	08/01/94	31-Jul-00	Upon termination, fill reorders for 6 months, destroy stock. Royalties payable at termination.

TRADEMARK
REEL: 002269 FRAME: 0120

Ten 1 Yr renewals if notice given 60 days prior to expiration & minimum of \$25,000.00 royalties earned in 1st year & then at least 20% higher each following year.

THE MCCALL PATTERN COMPANY
CURRENT ROYALTY LICENSOR ADDRESSES
NOVEMBER, 2000

CODE	LICENSOR NAME	PAYMENT DUE	ROYALTY ADVANCE	DESIGN FEE	ROYALTY TERMS	REPORT DATES	CONTRACT DATE	EXPIRATION DATE	COMMENTS
L053	Saw News/Primedia Special Interest Publications	60 days, SA	0	0	7% net/wholesale	6/30 & 12/31	02-01-92	31-Dec-99	4 diff. collections of 4 or more patterns. McCall's offers a free pattern from each collection.
L054	Jones New York (Rena Rowan)	60 days, SA	\$1,000.00	\$500.00	10% wholesale	6/30 & 12/31	04-01-92	01-Apr-94	Jones terminated as of 6/30/98.
L056	Lauer Toys, Inc./Materialbabies	60 days, Qtrly	\$5,000 upon signing \$1,000 each yr after for first 5 years only	0	5% wholesale	3/31, 6/30, 9/30 & 12/31	03/30/92	30-Mar-94	5 auto 1 yr renewals unless notice to terminate. Must start sale within 8 months. Dist. 90 days after termination. Inventory statement within 30 days of expiration.
L068	Creative Decor/Primedia Special Interests Publications	60 days, SA	0	0	7% wholesale / 6% allow deductions	6/30 & 12/31	01-01-96	01-Jan-98	Promote two patterns per year.
L072	Woman's Day Crafts/Hachette Filipacchi	60 days, Qtrly	0	0	RO's 2.5% RETAIL DIRECT MAIL SALES: 50% OF RETAIL OR SPECIAL AGREED UPON COUPON PRICE	3/31, 6/30, 9/30, 12/31	05-30-97	30-May-99	Fall '97, Spring & Fall '98 and Spring '99 Promotions. Fall '99, Spring 2000.
L074	The Smiley Licensing Corporation	60 days, SA	\$2,500.00 at execution \$2,500.00 at 7/1/99	0	10% wholesale / 6% allow deductions	6/30 & 12/31	07/01/98	12/31/00	Renewals with mutual agreement. 90 Days to dispose of inventory. Inventory statement 60 days after termination or expiration.
L075	Lipton Investments/Popsize	45 days, Qtrly	\$1,000.00 at execution	0	10% wholesale / 6% allow deductions	3/31, 6/30, 9/30, 12/31	11/17/98	06/30/01	Two year renewals with three month notice. Inventory statement at 30 days after termination.
L076	Pokemon/Laisure Concepts, Inc.	30 days, Qtrly	\$7,500.00 paid 7/15/99 \$5,000.00 due by 12/31/99	0	10% wholesale / 6% allow deductions	3/31, 6/30, 9/30, 12/31	07/23/99	12/31/01	Inventory stmt 60 days before expiration, 10 days after.
L077	Cast Art Industries / Dreamsticks	30 days, SA	\$1,000.00 due each contract year	0	8% wholesale / 6% allow deductions	6/30 & 12/31	11/03/99	09/30/02	Inventory 30 days after termination.
L078	Jesco Imports / Kewpie Doll	30 days, Qtrly	\$1,000.00 @ Execution \$4,000.00 Guaranteed 10/1/99-12/31/02	0	10% wholesale / 6% allow deductions	3/31, 6/30, 9/30, 12/31	10/01/99	12/31/02	2 yr renewals if earned \$8,000.00 during term. We notify 60 days before expiration if renewing. Inventory statement.
P015	Daphne Maxwell Reid Janet Dikis/Busy Hands Collectibles	30 days, SA 60 days, SA	0 \$5,000.00 at execution	0	10% wholesale 4% net/wholesale / 6% allow deductions	6/30 & 12/31	10-26-92 03-20-98	30-Sep-94 20-Mar-03	Contract A. One year renewals by mutual agreement. Royalties on Time Out pattern # 9282/885/P378 only.

Contract A - (The term "issue period" shall mean) or (The term of this agreement shall be) the two year period commencing as of the date of this agreement and successive renewal periods of one (1) year each, hereinafter the "issue period" unless either party shall have given notice of termination in writing to the other party not less than sixty days prior to the expiration of the two year period or any renewal thereof.

Computer System Royalty Codes have not been set up for Licensors with codes starting with "X".

cc: Nancy DiCocco, John Kobiskie, Vinca Placek, Carol Zyla

40 Straight Reorders
41 Fill-ins
42 Best Sellers