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HEET

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

2

MAR 27 2001

Tab settings

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

1. Name of conveying party(ies):

Butterick Company, Inc.

- Individual(s)
- General Partnership
- Corporation-State DE
- Other

- Association
- Limited Partnership

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

Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: March 14, 2001

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 domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

Application number(s) or patent number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional numbers attached? Yes No

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:

19

7. Total fee (37 CFR 3.41): \$ 490.00

- 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

04/11/2001 IDIAZ1 00000080 2357690

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

3/23/01

Signature

Date

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

Continuation
 U.S. Item
 4

List of Copyrights, Trademarks and Trade Names

BUTTERICK COMPANY, INC.

<u>Trademark</u>		<u>Registration No.</u>	<u>Registration Date</u>
BUTTERICK	1	2,357,690	06/13/00
SEE & SEW	2	1,103,032	09/26/78
PANTOMETER	3	1,432,784	03/17/87
CLASSICS	4	1,460,857	10/13/87
YES IT'S EASY	5	1,460,858	10/13/87
B Line	6	1,882,211	03/07/95
Butterick Fashions	7	1,825,116	03/08/94
Butterick Quarterly	8	1,800,694	10/26/93
It's Enchanting	9	1,884,970	03/21/95
Delineator	10	1,794,924	09/28/93
	11	1,799,420	10/19/93
	12	1,919,905	09/19/95
New Idea	13	1,794,922	09/28/93
Sew by Video	14	2,042,453	03/04/97
Sewing Today	15	1,879,138	02/14/95
Busy Bodies	16	1,557,931	09/26/89
Sewing Today	17	1,906,797	07/18/95
The Designer	18	1,794,923	09/28/93
	19	1,845,643	07/19/94

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TRADEMARK SECURITY AGREEMENT

TRADEMARK SECURITY AGREEMENT, dated as of March 14, 2001, BUTTERICK COMPANY, INC., 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 The McCall Pattern Company (“Borrower”), 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 Borrower and guaranteed by 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

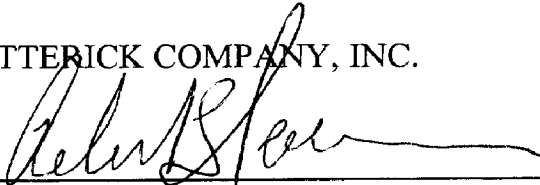
(d) all products and proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (i) infringement or dilution of any Trademark or Trademark licensed under any Trademark License or (ii) injury to the goodwill associated with any Trademark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

BUTTERICK COMPANY, INC.

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 MARCH, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of Butterick Company, Inc., 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. 01LO4638252
Qualified in Kings County
Certificate Filed in New York County
Commission Expires May 11, 2002

List of Copyrights, Trademarks and Trade Names

BUTTERICK COMPANY, INC.

<u>Trademark</u>	<u>Registration No.</u>	<u>Registration Date</u>
BUTTERICK	2,357,690	06/13/00
SEE & SEW	1,103,032	09/26/78
PANTOMETER	1,432,784	03/17/87
CLASSICS	1,460,857	10/13/87
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Sewing Today	1,906,797	07/18/95
The Designer	1,794,923 1,845,643	09/28/93 07/19/94

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List of Copyrights, Trademarks and Trade Names

BUTTERICK COMPANY, INC.
Foreign Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Country</u>
See & SEW	SN1840674	Argentina
	B309557	Australia
	A411546	Australia
	B439939	Australia
KijkenKip	261535	Benelux
See & Sew	347988	Benelux
Voyez Et Cosez	362283	Benelux
Vior Et Coudre	360461	Benelux
See & Sew	B8798	Bermuda
See & Sew	77/3204	Bohuth
See & Sew	236503	Canada
Ver & Coser	AP#184289	Columbia
See & Sew	Pending	Czech
See & Sew	4/01/1978	Denmark
See & Sew	130330	Finland
Voir Et Coudre	1544373	France
See & Sew	1418337	France
See & Sew	00267/03	Georgia
See & Sew	976030	W. Germany
See & Sew	B1081811	U.K.
See & Sew	10982A	Guanya
See & Sew	B107476	Ireland
See & Sew	349662	Italy
Vedi & Cuci	378644	Italy
See & Sew	AP193/1993	Japan

List of Copyrights, Trademarks and Trade Names

**BUTTERICK COMPANY, INC.
Foreign Registered Trademarks**

<u>Trademark</u>	<u>Registration No.</u>	<u>Country</u>
See & Sew	395848	Mexico
See & Sew	B120521	N. Zealand
See & Sew	102691	Norway
Se & Sy	112619	Norway
See & Sew	AP79527	Poland
See & Sew	AP28943	Rumania
See & Sew	AP93007950.50	Russia
See & Sew	77/3204	So. Africa
Sien En Stik	B79/3803	So. Africa
See & Sew	Pending	Slovak
See & Sew	163383	Sweden
See & Sew	290978	Switzerland
See & Sew	00632742	Taiwan
See & Sew	KOR18914	Thailand
See & Sew	APT3401392	Ukraine
See & Sew	103456	Venezuela
Five Easy Pieces	456393	Benelux
Five Easy Pieces	A373627	Canada
Five Easy Pieces	VR4464-1990	Denmark
Five Easy Pieces	1.514,096	France
Five Easy Pieces	147718	Norway
Five Easy Pieces	B89/1084	So. Africa
Five Easy Pieces	1,309,356	Spain
Fashion Additional	456394	Benelux
Fashion Additional	A373351	Canada
Fashion Additional	VR06975-1990	Denmark

List of Copyrights, Trademarks and Trade Names

BUTTERICK COMPANY, INC.
Foreign Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Country</u>
Fashion Additional	1.514.095	France
Fashion Additional	1177672	W. Germany
Fashion Additional	142291	Norway
Fashion Additional	89/1083	So. Africa
Fashion Additional	222154	Sweden
Busy Bodies	A504716	Australia
Busy Bodies	456395	Benelux
Busy Bodies	1373587	U.K.
Busy Bodies	A367236	Canada
Busy Bodies	VR06974-1990	Denmark
Busy Bodies	1185213	Germany
Busy Bodies	191026	N. Zealand
Busy Bodies	141.961	Norway
Busy Bodies	89/1082	So. Africa
Busy Bodies	1.309.357	Spain
Busy Bodies	225050	Sweden
Butterick	315299/1992	Japan
Sew By Video	626065	Australia
Sew By Video	750,833	Canada
Sew By Video	235633	N. Zealand
Sew By Video	94/3230	So. Africa
Sewing Today	617879	Australia
Sewing Today	617881	Australia
Sewing Today	617883	Australia
Sewing Today	744,491	Canada
Sewing Today	234017	N. Zealand

List of Copyrights, Trademarks and Trade Names

BUTTERICK COMPANY, INC.

Foreign Registered Trademarks

<u>Trademark</u>	<u>Registration No.</u>	<u>Country</u>
Sewing Today	234025	N. Zealand
Sewing Today	234026	N. Zealand
Sewing Today	93/11611	So. Africa
Sewing Today	93/11612	So. Africa
Sewing Today	93/11613	So. Africa
Sewing Today	1556089	U.K.
Sewing Today	1556090	U.K.
Sewing Today	1556091	U.K.

List of copyrights, trademarks, and trade names (Butterick)

(continued)

License agreement with Conde Nast for the use of the Vogue name
in the home sewing market

Contracts for licensing the designs of the following designers for the use in paper patterns:

A J Bari
Alice Hanson
Anthony Hankins
Batman
Beardeaux Bears
Bryan
Cabbage Patch Kids
Chetta B
Country Living
Cozy Critters
Creepy Crawlers
Cynthia Rowley
David Warren
Debra Quartermain (Homespun Treas)
Delta Burke
Diahann Carroll
Diane Von Furstenberg
Donna Ricco
Eileen West
Ellen Tracy
Essence
Evan Picone
Expo
Family Circle
Francine Brown
French Connection
Ginger Snap Junction
Glamour Mag
Hanover
I'll Teach Myself
Ingleman Designs
J.G. Hook
J.H. Collectibles
Jessica Howard
Judy Lynn
Kathryn Conover
Kathy Ireland
Lambchop
Leslie Fay
Michele Weston
Needle In The Haystack
Nettle Creek

List of copyrights, trademarks, and trade names (Butterick)

(continued)

Nicole Miller
Pattern Garden
Power Rangers

Primrose Cottage
Richard Palan
Richard Warren
Rimini
Rivertown Warehouse
Ronnie Heller
Ruth Scharf
Shirley Stevens
Soft Stuff
Star Wars
Teen Magazine
Teletubbies
That Patchwork Place
Thread Bear
Victoria
Waverly
Xena

Rachel Wallis
Martha Kelly
Cheri Strole
Luv N Stuff

Angel Threads
B & B Blueprint
Dos De Tejas
Green Mountain
Green Peppers
Judith Baker Montano
Mary's Patterns
Material Riches
Quilters Wardrobe
Soft STuff
Thread Bare

Adri
Albert Nipon
Anna Sui
Anne Klein
Anne Klein II
At Home With Waverly

List of copyrights, trademarks, and trade names (Butterick)

(continued)

Badgley Mischka
Barpy Sarl for J. Bart
Bebe Winkler
Blass
Bliss House (Gene)
Byron Lars
Carmelo Pomodoro
Carolina Herrera
Charlotte Moss
Dawn Anderson
De Bare Saunders
DKNY
Donna Karan
Elizabeth Gillett
Florence Eiseman
Foamiture
Goeffrey Beene
Henri Bendel
Hickory River
Isaac Mizrahi
Isabel Toledo
Jennifer George
Karen Nye
Koko Beall
Lauren Sara
Linda Carr
Lola Ehrlich
Madame Alexander
Marc Jacobs
Marcy Tilton
Mario Buatta
Marjorie Baylard
Michael Kors

Mode Magazine
Nipon Boutique
Oscar De La Renta
Patricia Underwood
Perry Ellis
Roberts-Domond
Sandra Betzina
Scaasi
Strasburg
Stratton Norris
Tamotsu
Teresa Layman

List of copyrights, trademarks, and trade names (Butterick)

(continued)

Tom & Linda Platt

Vera Wang

Victor Costa

Barpy Sarl for J. Bart

Bellville

Genny

Givenchy (no new input)

Jackson

La Roche

Lagerfeld

Mariot Chanet

Montana

Myrene De Premonville

Odile Lancon

St Laurent (no new input)

Ungaro

Calvin Klein (no new input)