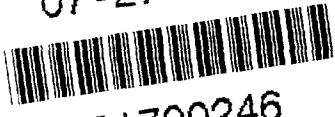


07-27-2001

Form PTO-1594 R
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies): **7-230)**
BLUE RIDGE DESIGNS, INC.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: GENERAL ELECTRIC CAPITAL CORPORATION
Internal
Address: _____
Street Address: 4601 Charlotte Park Dr.
City: Charlotte State: NC Zip: 28217
 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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: May 31, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
75/897,297 75/768,740
75/572,855 76/083,953
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2398592 2289692
2355519 2313257
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Deborah L. Scudder
Internal Address: Carruthers & Roth, P.A.

Street Address: 235 N. Edgeworth Street

City: Greensboro State: NC Zip: 27401

6. Total number of applications and registrations involved: **8**
7. Total fee (37 CFR 3.41).....\$ 215.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:

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

DO NOT USE THIS SPACE

9. 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.
CARRUTHERS & ROTH, P.A.
Deborah L. Scudder By: [Signature] July 18, 2001
Name of Person Signing Signature Date

Total number of pages including cover sheet, attachments, and document: **21**

Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

07/26/2001 TBIAZI 00000109 75897297
01 FC:481 40.00 OP
02 FC:482 175.00 OP

TRADEMARK
REEL: 002334 FRAME: 0698

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of May 31, 2001, is made by BLUE RIDGE DESIGNS, INC., a North Carolina corporation ("Grantor"), in favor of GENERAL ELECTRIC CAPITAL CORPORATION, a New York corporation ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement dated as of the date hereof by and between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit Obligations for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans and to incur the Letter of Credit Obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property 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 Schedule A to the Loan Agreement.

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

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

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

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

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

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

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

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright

Office and the filing of appropriate financing statements listed on Disclosure Schedule (6.1) to the Loan Agreement, all action necessary or desirable to protect and perfect Lender's Lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

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

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

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

(c) Grantor shall take all actions necessary or requested by Lender to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of noncontestability and opposition and interference and cancellation proceedings.

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

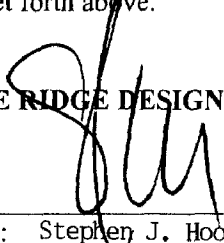
5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Lender pursuant to the Loan Agreement. Grantor hereby acknowledges and affirms that the rights and remedies of Lender with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against Grantor for liquidation or reorganization, should Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

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

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

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


BLUE RIDGE DESIGNS, INC.

By: _____
Name: Stephen J. Hoover
Title: President

ACCEPTED and ACKNOWLEDGED by:

GENERAL ELECTRIC CAPITAL CORPORATION

By: Keri A. Wass
Name: KERI A. WASS

SCHEDULE I
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. PATENT REGISTRATIONS

<u>Patent</u>	<u>Reg. No.</u>	<u>Date</u>
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See 1 page attached hereto.

II. PATENT APPLICATIONS

<u>Patent</u>	<u>Application No.</u>	<u>Date</u>
---------------	------------------------	-------------

See 1 page attached hereto.

III. PATENT LICENSES

<u>Name of Agreement</u>	<u>Date of Agreement</u>	<u>Parties</u>
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See 3 pages attached hereto.

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

Mark _____ Reg. No. _____ Date _____

See 9 pages attached hereto.

II. TRADEMARK APPLICATIONS

Mark _____ Application No. _____ Date _____

See 9 pages attached hereto.

III. TRADEMARK LICENSES

Name of Agreement _____ Date of Agreement _____ Parties _____

See 3 pages attached hereto.

**Blue Ridge Designs/Myers Bigel Sibley & Sajovec, P.A.
U.S. & Foreign Patent Cases**

File No.	Description	Serial No.	Status
9160-14	U.S./Multiple Motion Toy	09/852,548	Pending
9160-16BX (Design)	Benelux/Animated Tabletop Amusement Devices	7536600 Patent No. 3070200	Issued 10/21/99 Expires 1/22/2014
9160-16DE (Design)	Germany/Animated Tabletop Amusement Devices	499009843 Patent No. 499009843	Issued 7/21/99 Expires 1/25/2004
9160-16FR (Design)	France/Animated Tabletop Amusement Devices	990386 Patent No. 990386	Issued 5/28/99 Expires 1/22/2024
9160-16GB (Design)	U.K./Animated Tabletop Amusement Devices	2080457 Patent No. 2080457	Issued 3/11/99 Expires 1/19/2004
9160-17EP	Europe/Structure of Motion Toy	98/1224793	Filed 11/26/98 – Published
9160-17JP	Japan/Structure of Motion Toy	10340381 Patent No. 2988662	Issued 10/8/99 Expires 11/30/2018
9160-18EP	Europe/Motion Toy	98/1224785	Filed 11/26/98 – Published
9160-18JP	Japan/Motion Toy	10340382 Patent No. 3054129	Issued 4/7/2000 Expires 11/30/2018
9160-104	U.S./Motion Toy	09/755,959	Filed 1/5/2001 – Pending

**Blue Ridge Designs/Myers Bigel Sibley & Sajovec, P.A.
U.S. & Foreign Trademark and Copyright Cases**

File#	Trademark/Copyright	Country	Serial#	Filing Date	Registration	Registration Date	Status
9160-97/	50088 ROOSTER	US			VA994-968	02-Jul-1999	Registered
9160-98/	50090 ROOSTER	US			VA994-969	02-Jul-1999	Registered
9160-99/	50099 ROOSTER	US			VA994-970	02-Jul-1999	Registered
9160-100/	50100 ROOSTER	US			VA994-971	02-Jul-1999	Registered
9160-101/	50108 ROOSTER	US			VA994-972	02-Jul-1999	Registered
9160-44/	AFRICAN AMERICAN JINGLE BELL ROCK SANTA	US			VA918-041	13-Nov-1998	Registered
9160-105/	BAXTER BEAR	US			VAU509-471	02-Jan-2001	Registered
9160-31/1	BEAR BAND	US			VA856-673	12-May-1997	Registered
9160-31/	BEAR BAND	US			VA855-701	17-Apr-1997	Registered
9160-91/	BELL RINGING SNOWMAN (60669)	US			VA933-096	07-Jan-1999	Registered
9160-91/1	BELL RINGING SNOWMAN (60669)	US			VA971-450	23-Jun-1999	Registered
9160-47/	BELLRINGING SNOWMAN LAMP (60630)	US			VA614-702	12-Feb-1999	Registered
9160-39/	BLACK BUTTERFLY DESIGN (VASE)	US			VA931-592	26-Oct-1998	Registered
9160-25/	BLUE SKY BEARS	US	75/612,862	28-Dec-1998	2398592	24-Oct-2000	Registered

File#	Trademark/Copyright	Country	Serial#	Filing Date	Registration	Registration Date	Status
9160-36/	BURGUNDY DOT PATTERN (VASE)	US			VA948-392	26-Oct-1998	Registered
9160-48/	CARDINAL SNOWMAN LAMP (60630)	US			VA614-701	12-Feb-1999	Registered
9160-21/	CHRISTMAS FANTASY COUNTRY EXPRESSIONS BY BLUE RIDGE DESIGNS	US	75/144,760	02-Aug-1996	2355519	06-Jun-2000	Registered
9160-29/	DANCING BEAR SCULPTURE	US	75/897,297	18-Jan-2000			Published
9160-45/		US			VAU444-198	30-Dec-1998	Registered
9160-24/	EASTER FANTASY LTD.	US	75/572,855	19-Oct-1998			Pending
9160-88/	FIREMAN	US			VA933-089	07-Jan-1999	Registered
9160-88/1	FIREMAN	US			VA971-447	23-Jun-1999	Registered
9160-37/	FLOWER VINE STRIPE DESIGN (VASE)	US			VA931-590	26-Oct-1998	Registered
9160-41/	FRENCH YELLOW GRAPES (VASE)	US			VA931-594	26-Oct-1998	Registered
9160-35/	FRUIT VINE DESIGN (VASE)	US			VA924-946	19-Jun-1998	Registered
9160-38/	GOLDEN FRUIT DESIGN (VASE)	US			VA931-591	26-Oct-1998	Registered
9160-33/	JINGLE BELL ROCK SANTA	Canada			476724	28-Apr-1999	Registered
9160-32/	JINGLE BELL ROCK SANTA	US			VA885-673	05-May-1998	Registered
9160-23/	JINGLE BELL ROCK SANTA	US	75/481,093	06-May-1998	2289692	26-Oct-1999	Registered
9160-103/	LION SLEEPS TONIGHT	US			VAU506-630	14-Nov-2000	Registered

File#	Trademark/Copyright	Country	Serial#	Filing Date	Registration	Registration Date	Status
9160-79/1	MAILMAN SCULPTURE (60112)	US			VA971-436	23-Jun-1999	Registered
9160-79/	MAILMAN SCULPTURE (60112)	US			VA614-673	12-Feb-1999	Registered
9160-42/	ORNATE BURGUNDY DESIGN (VASE)	US			VA931-589	26-Oct-1998	Registered
9160-94/1	PRIMITIVE SANTA WITH BIRD AND CANDY CANE SCULPTURE	US			VA971-453	23-Jun-1999	Registered
9160-94/	PRIMITIVE SANTA WITH BIRD AND CANDY CANE SCULPTURE	US			VA933-093	07-Jan-1999	Registered
9160-93/	PRIMITIVE SANTA WITH GARLAND SCULPTURE	US			VA933-094	07-Jan-1999	Registered
9160-93/1	PRIMITIVE SANTA WITH GARLAND SCULPTURE	US			VA971-452	23-Jun-1999	Registered
9160-80/1	PRIMITIVE SANTA WITH SACK (60770)	US			VA971-437	23-Jun-1999	Registered
9160-80/	PRIMITIVE SANTA WITH SACK (60770)	US			VA614-679	12-Feb-1999	Registered
9160-81/1	PRIMITIVE SANTA WITH STOCKING (60770)	US			VA971-438	23-Jun-1999	Registered
9160-81/	PRIMITIVE SANTA WITH STOCKING (60770)	US			VA614-678	12-Feb-1999	Registered
9160-92/1	PRIMITIVE SANTA WITH TREE SCULPTURE	US			VA971-451	23-Jun-1999	Registered
9160-92/	PRIMITIVE SANTA WITH TREE SCULPTURE	US			VA933-095	07-Jan-1999	Registered
9160-74/	PRIMITIVE SANTA WITH LANTERN (60770)	US			VA614-677	12-Feb-1999	Registered
9160-74/1	PRIMITIVE SANTA WITH LANTERN (60770)	US			VA971-439	23-Jun-1999	Registered

File#	Trademark/Copyright	Country	Serial#	Filing Date	Registration	Registration Date	Status
9160-22/	ROCK SANTA COLLECTIBLES	US	75/481,092	06-May-1998	2313257	01-Feb-2000	Registered
9160-40/	ROSE CONOVA DESIGN (VASE)	US			VA931-593	26-Oct-1998	Registered
9160-34/	ROSE VICTORIAN FLORAL DESIGN	US			VA937-831	29-May-1998	Registered
9160-96/	SANTA DECORATING TREE WITH DOLL SCULPTURE	US			VA933-099	07-Jan-1999	Registered
9160-96/1	SANTA DECORATING TREE WITH DOLL SCULPTURE	US			VA971-455	23-Jun-1999	Registered
9160-95/	SANTA DECORATING TREE WITH STAR SCULPTURE	US			VA933-100	07-Jan-1999	Registered
9160-95/1	SANTA DECORATING TREE WITH STAR SCULPTURE	US			VA971-454	23-Jun-1999	Registered
9160-58/1	SANTA IN CHIMNEY SCULPTURE (60103)	US			VA967-896	23-Jun-1999	Registered
9160-58/	SANTA IN CHIMNEY SCULPTURE (60103)	US			VA614-692	12-Feb-1999	Registered
9160-68/	SANTA TOTEM (60890)	US			VA614-681	12-Feb-1999	Registered
9160-68/1	SANTA TOTEM (60890)	US			VA967-906	12-Feb-1999	Registered
9160-70/1	SANTA TRIO (60910)	US			VA967-908	23-Jun-1999	Registered
9160-70/	SANTA TRIO (60910)	US			VA614-668	12-Feb-1999	Registered
9160-51/	SANTA WITH BIRD LAMP (60631)	US			VA614-698	12-Feb-1999	Registered

File#	Trademark/Copyright	Country	Serial#	Filing Date	Registration	Registration Date	Status
9160-51/1	SANTA WITH BIRD LAMP (60631)	US			VA967-889	12-Feb-1999	Registered
9160-54/	SANTA WITH DALMATIAN SCULPTURE (60623)	US			VA614-696	12-Feb-1999	Registered
9160-54/1	SANTA WITH DALMATIAN SCULPTURE (60623)	US			VA967-892	23-Jun-1999	Registered
9160-53/1	SANTA WITH DEER SCULPTURE (60101)	US			VA967-891	23-Jun-1999	Registered
9160-53/	SANTA WITH DEER SCULPTURE (60101)	US			VA614-697	12-Feb-1999	Registered
9160-52/	SANTA WITH GARLAND LAMP (60631)	US			VA614-690	12-Feb-1999	Registered
9160-52/1	SANTA WITH GARLAND LAMP (60631)	US			VA967-890	23-Jun-1999	Registered
9160-56/	SANTA WITH GIRL SCULPTURE (60623)	US			VA614-694	12-Feb-1999	Registered
9160-56/1	SANTA WITH GIRL SCULPTURE (60623)	US			VA967-894	23-Jun-1999	Registered
9160-57/1	SANTA WITH LIST SCULPTURE (60103)	US			VA967-895	23-Jun-1999	Registered
9160-57/	SANTA WITH LIST SCULPTURE (60103)	US			VA614-693	12-Feb-1999	Registered
9160-55/	SANTA WITH POLAR BEAR SCULPTURE (60101)	US			VA614-695	12-Feb-1999	Registered
9160-55/1	SANTA WITH POLAR BEAR SCULPTURE (60101)	US			VA967-893	23-Jun-1999	Registered
9160-10/	SANTA WITH TOYS MACHE #1	US			VA1-039-874	03-Apr-2000	Registered
9160-11/	SANTA WITH TOYS MACHE #2	US			VA1-038-518	03-Apr-2000	Registered

File#	Trademark/Copyright	Country	Serial#	Filing Date	Registration	Registration Date	Status
9160-12/	SANTA WITH TOYS MACHE #3	US			VA1-038-517	03-Apr-2000	Registered
9160-50/	SANTA WITH TREE LAMP (60630)	US			VA614-699	12-Feb-1999	Registered
9160-50/1	SANTA WITH TREE LAMP (60630)	US			VA967-888	12-Feb-1999	Registered
9160-66/	SCHOOL SNOWMAN ORNAMENT (60780)	US			VA614-683	12-Feb-1999	Registered
9160-66/1	SCHOOL SNOWMAN ORNAMENT (60780)	US			VA967-904	23-Jun-1999	Registered
9160-49/	SHOVEL SNOWMAN LAMP (60630)	US			VA614-700	12-Feb-1999	Registered
9160-30/	SKATER'S POND	US			VA774-812	17-Apr-1997	Registered
9160-30/1	SKATER'S POND	US			VA856-047	12-May-1997	Registered
9160-63/	SKING SNOWMAN ORNAMENT (60195)	US			VA614-686	12-Feb-1999	Registered
9160-63/1	SKING SNOWMAN ORNAMENT (60195)	US			VA967-901	23-Jun-1999	Registered
9160-46/	SKING SNOWMAN LAMP (60630)	US			VA614-703	12-Feb-1999	Registered
9160-67/	SNOWMAN TOTEM (60891)	US			VA614-682	12-Feb-1999	Registered
9160-67/1	SNOWMAN TOTEM (60891)	US			VA967-905	23-Jun-1999	Registered
9160-69/	SNOWMAN TRIO (60723)	US			VA614-680	12-Feb-1999	Registered
9160-69/1	SNOWMAN TRIO (60723)	US			VA967-907	23-Jun-1999	Registered
9160-64/1	SNOWMAN WITH BELL ORNAMENT (60195)	US			VA967-902	23-Jun-1999	Registered

File#	Trademark/Copyright	Country	Serial#	Filing Date	Registration	Registration Date	Status
9160-64/	SNOWMAN WITH BELL ORNAMENT (60195)	US			VA614-685	12-Feb-1999	Registered
9160-65/	SNOWMAN WITH BIRD ORNAMENT (60195)	US			VA614-684	12-Feb-1999	Registered
9160-65/1	SNOWMAN WITH BIRD ORNAMENT (60195)	US			VA967-903	23-Jun-1999	Registered
9160-62/	SNOWMAN WITH CAROLERS STOCKING HOLDER (60895)	US			VA614-687	12-Feb-1999	Registered
9160-62/1	SNOWMAN WITH CAROLERS STOCKING HOLDER (60895)	US			VA967-900	23-Jun-1999	Registered
9160-89/	SNOWMAN WITH LANTERN (60669)	US			VA933-098	07-Jan-1999	Registered
9160-89/1	SNOWMAN WITH LANTERN (60669)	US			VA971-448	23-Jun-1999	Registered
9160-60/1	SNOWMAN WITH PRESENTS STOCKING HOLDER (60796)	US			VA967-898	23-Jun-1999	Registered
9160-60/	SNOWMAN WITH PRESENTS STOCKING HOLDER (60796)	US			VA614-689	12-Feb-1999	Registered
9160-90/1	SNOWMAN WITH TREE (60669)	US			VA971-449	23-Jun-1999	Registered
9160-90/	SNOWMAN WITH TREE (60669)	US			VA933-097	07-Jan-1999	Registered
9160-59/1	SNOWMAN WITH TREE STOCKING HOLDER (60796)	US			VA967-897	23-Jun-1999	Registered
9160-59/	SNOWMAN WITH TREE STOCKING HOLDER (60796)	US			VA614-691	12-Feb-1999	Registered
9160-61/	SNOWMAN WITH WREATH STOCKING	US			VA614-688	12-Feb-1999	Registered

File#	Trademark/Copyright	Country	Serial#	Filing Date	Registration	Registration Date	Status
	HOLDER (60796)						
	SNOWMAN WITH WREATH STOCKING HOLDER (60796)	US			VA967-899	23-Jun-1999	Registered
9160-73/	SOFT SANTA (60726)	US			VA614-667	12-Feb-1999	Registered
9160-73/1	SOFT SANTA (60726)	US			VA971-441	23-Jun-1999	Registered
9160-83/1	SOFT SNOWMAN	US			VA971-442	23-Jun-1999	Registered
9160-83/	SOFT SNOWMAN	US			VA933-087	07-Jan-1999	Registered
9160-75/1	SOFT SNOWMAN (60727)	US			VA971-440	23-Jun-1999	Registered
9160-75/	SOFT SNOWMAN (60727)	US			VA614-676	12-Feb-1999	Registered
9160-28/	SWING TIME	US	75/768,740	05-Aug-1999			Published
9160-84/1	TALL SANTA IN WHITE ROBE (60629)	US			VA971-443	23-Jun-1999	Registered
9160-84/	TALL SANTA IN WHITE ROBE (60629)	US			VA933-088	07-Jan-1999	Registered
9160-85/1	TALL SANTA WITH BIRD HOUSE (60627)	US			VA971-444	23-Jun-1999	Registered
9160-85/	TALL SANTA WITH BIRD HOUSE (60627)	US			VA933-092	07-Jan-1999	Registered
9160-82/	TALL SANTA WITH LANTERN (60628)	US			VA614-671	12-Feb-1999	Registered
9160-82/1	TALL SANTA WITH LANTERN (60628)	US			VA967-911	23-Jun-1999	Registered
9160-76/1	TALL SANTA WITH ORNAMENTS (60626)	US			VA971-433	23-Jun-1999	Registered

File#	Trademark/Copyright	Country	Serial#	Filing Date	Registration	Registration Date	Status
9160-76/	TALL SANTA WITH ORNAMENTS (60626)	US			VA614-672	12-Feb-1999	Registered
9160-86/	TALL SANTA WITH ROSES (60629)	US			VA933-091	07-Jan-1999	Registered
9160-86/1	TALL SANTA WITH ROSES (60629)	US			VA971-445	23-Jun-1999	Registered
9160-78/	TALL SANTA WITH SACK (60625)	US			VA614-674	12-Feb-1999	Registered
9160-78/1	TALL SANTA WITH SACK (60625)	US			VA971-435	23-Jun-1999	Registered
9160-71/	TALL SANTA WITH STICK (60627)	US			VA614-669	12-Feb-1999	Registered
9160-71/1	TALL SANTA WITH STICK (60627)	US			VA967-909	23-Jun-1999	Registered
9160-77/	TALL SANTA WITH STOCKING (60625)	US			VA614-675	12-Feb-1999	Registered
9160-77/1	TALL SANTA WITH STOCKING (60625)	US			VA971-434	23-Jun-1999	Registered
9160-72/1	TALL SANTA WITH WREATH (60626)	US			VA967-910	23-Jun-1999	Registered
9160-72/	TALL SANTA WITH WREATH (60626)	US			VA614-670	12-Feb-1999	Registered
9160-87/	WHITE ROBED SANTA WITH BEARS	US			VA933-090	07-Jan-1999	Registered
9160-87/1	WHITE ROBED SANTA WITH BEARS	US			VA971-446	23-Jun-1999	Registered
9160-19/	WILLIE WINTER	US	76/083,953	06-Jul-2000			Pending
9160-43/	WOOL BEARDED JINGLE BELL ROCK SANTA	US			VA980-281	03-Nov-1998	Registered
9160-44/1	WOOL BEARDED JINGLE BELL ROCK SANTA	US			VA967-883	23-Jun-1999	Registered

Animated Licensing

BLUE RIDGE DESIGNS, INC.
 Summary of Animated License Agreements

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Contract #	PRIMARY PROD. NUMBER	LICENSOR	PRODUCT DESCRIPTION	TERM OF LICENSE
		ANIMATED		
	62000	ALAN JACKSON	HOLLY JOLLY SANTA	7/30/99-7/29/02
	62000	ARISTA RECORDS, INC.	HOLLY JOLLY SANTA	11/1/99-10/31/02
	62000	ST. NICHOLAS MUSIC, INC. HOLLY JOLLY SANTA	HOLLY JOLLY SANTA	11/1/98-12/31/02
	62006	ARC MUSIC GROUP (1/2 paid to ARC, 1/2 paid to Isalee Music)	SUREIN' SCOOPY	12/31/99-12/31/02
	62006	EMI/CAPITOL MUSIC SPECIAL MKTS	SUREIN' SCOOPY	9/1/99-8/31/02
	62005	UNIVERSAL (UMSM)	JBR SCOOPY	7/13/1999- 2 yrs
	#9567-SCOO	62005, 62006 WARNER BROS. CONSUMER PROD	SCOOPY	2/1/99-12/31/01
	62005	WARNER/CIAPPELL MUSIC, INC. SCOOPY	JBR SCOOPY	2 YR 6 MO(CONT.)
	#9584-WBLT	62008 WARNER BROS. CONSUMER PROD	WBLT (LOONEY TUNES)	2/1/99-12/31/01
	62010	BMG (RCA RECORD LABEL)	LET ME BE YOUR ...	3/1/99-2/29/02
	62010	WILLIAMSON MUSIC ELVIS	LET ME BE YOUR ...	9/20/-99-9/19/02
	50256	HARRY FOX	LINUS&LUCY-PIANO	5/4/99-5/3/02
	50256	WARNER SPECIAL PRODUCTS	LINUS&LUCY-PIANO	9/15/99-9/14/02
	50256	UNITED MEDIA(United Feature Syndicate) LINUS& LUCY	PEANUTS	1/1/01-12/31/02

Animated Licensing

BLUE RIDGE DESIGNS, INC.
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Contract #	PRIMARY PROD. NUMBER	LICENSOR	PRODUCT DESCRIPTION	TERM OF LICENSE
	62003	SONY / ATV TUNES LLC	ROCK @ CLOCK	5/1/99-4/30/02
	62003	UNIVERSAL (UMSM)	ROCK @ CLOCK	
		ROCK @ CLOCK		
	62001	ST. NICHOLAS MUSIC, INC.	ROCK @ SANTA	3/4/98-12/31/00 renewal pen
	62001	UNIVERSAL (UMSM)	ROCK @ SANTA	7/13/99; 2 yrs-renewal
		ROCK AROUND SANTA		pending
	60755	UNIVERSAL (UMSM)	JBR SANTA	8/21/98;Renewal Pend.
	60755	WARNER/CHAPPELL MUSIC, INC.	JBR SANTA	2/1/96-7/31/00
		JBR SANTA		
	50257	WARNER SPECIAL PRODUCTS	HAVANOLA-PIANO	9/15/99-9/14/02
	91010	CAPIZZI MUSIC/SERLING...	MONSTER MASH	1/1/99-12/31/01
	91010	UNIVERSAL MUSIC ENTERPRISES	MONSTER MASH	7/1/00-6/30/03
		MONSTER MASH BOOK		
	unused	ABKCO MUSIC & RECORDS	SLEIGH RIDE	1/1/99-12/31/02
	unused	EMI/CAPITOL MUSIC SPECIAL MKTS	SLEIGH RIDE	1/1/99-12/31/01
		SLEIGH RIDE		
	50636	BMG	SING, SING, SING	
	50636	EMI/CAPITOL MUSIC SPECIAL MKTS	SING, SING, SING	4/30/99-4/29/02
		SING, SING, SING		
	62024	IRVING MUSIC, INC./RONDOR MUSIC	SITTIN'...-BEAR	10/1/98-10/31/01
	62024	WARNER SPECIAL PRODUCTS	SITTIN'...-BEAR	2 YRS.REL.12/31/99
		SITTIN'...-BEAR		

Animated Licensing

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BLUE RIDGE DESIGNS, INC.
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Contract #	PRIMARY PROD. NUMBER	LICENSOR	PRODUCT DESCRIPTION	TERM OF LICENSE
	62023	LEIBER & STROLLER UNIVERSAL (UMSM)	SANTA CLIS BACK... CHRISTMAS TREE CONT	10/1/98-9/30/04 PERPETUAL W/DIST
	unused			