

08-08-2001



101803464

To the Honorable Commissioner of Patents and Trademarks, please return the attached original documents or copy thereof

1. Name of conveying party(ies):

Smith & Noble, LLC

8-201

- Individual(s)
- General Partnership
- Corporation-State
- Other Limited Liability Company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: June 11, 2001

2. Name and address of receiving party(ies)

Name: Fleet Capital Corporation

Internal

Address: 2nd Floor

Street Address: 1 Financial Plaza

City: Providence State: RI Zip 02903

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Rhode Island
- 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

4. Application number(s) or registration number(s):

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

SEE ATTACHED SCHEDULE A
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Robert R. Pierce, Esq.

Internal Address: Suite 800

08/07/2001 TBIAZI 00000064 1870878

01 FC:481 40.00 OP
02 FC:482 200.00 OP

Street Address: Pierce & Mandell, P.C.

11 Beacon Street

City: Boston State: MA Zip: 02108

6. Total number of applications and registrations involved: 9

7. Total fee (37 CFR 3.41).....\$ 240.00

- 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.

Robert R. Pierce, Esq.

Name of Person Signing

Signature

8/22/01

Date

Total number of pages including cover sheet, attachments, and document: 17

SCHEDULE A

(CONTINUATION OF ITEM 4)

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>
SMITH & NOBLE	1870878
WINDOWARE	1870879
WINDOW ELEMENTS	2193719
AMERICA'S LEADING RESOURCE FOR WINDOW TREATMENTS	2441084

TRADEMARK APPLICATIONS

<u>MARK</u>	<u>SERIAL NO.</u>
SMITH & NOBLE	76-039922
WINDOW ELEMENTS	76-039923
WINDOWARE	76-039924
MY SCRAPBOOK	76-041279
ULTRAWOOD	76-150110

ADDITIONAL SECURITY AGREEMENT

SECURED PARTY:

FLEET CAPITAL CORPORATION
One Financial Plaza
Providence, Rhode Island 02903-2305

DEBTOR:

Smith & Noble, LLC
1801 California Ave.
Corona, CA 91719

1. Grant of Security Interest. The undersigned Debtor hereby grants to Secured Party and its successors and assigns, a continuing security interest in and to the Collateral (hereinafter defined) to secure the due and punctual payment and performance of all of the Obligations (hereinafter defined). As used herein, the term "**Obligations**" shall mean and include the following: (a) all of Debtor's obligations under that certain **Guaranty dated as of March 10, 1999** owing to Secured Party (the "**Agreement**"); (b) all obligations contained herein; and (c) all other obligations and all other indebtedness and liabilities of Debtor to Secured Party of every kind and description, now existing or hereafter arising, direct or indirect, secured or unsecured, joint or several, absolute or contingent, due or to become due, whether for payment or performance, regardless of how the same may arise or by what instrument, agreement or book account they may be evidenced, including without limitation, any such indebtedness and liabilities of Debtor to others which may now or hereafter be obtained by Secured Party through purchase, negotiation, discount, transfer, assignment or otherwise. As used herein, the term "**Collateral**" shall mean and include the property described on the Additional Collateral Schedule attached hereto, whether now owned or hereafter acquired and wherever the same may be located, and all present and future additions, attachments, or accessories thereto and replacements thereof, and the products, proceeds, offspring, rents and profits therefrom or thereof, including proceeds in the form of goods, accounts, chattel paper, documents, instruments and general intangibles, insurance proceeds payable in respect of loss or damage to any such property, and all returned or repossessed goods arising from or relating to any such property. All capitalized terms used herein and not defined herein shall have the meanings set forth or referred to in the Agreement and the attached Additional Collateral Schedule. To the extent not otherwise defined in this Additional Security Agreement, all other terms contained in this Additional Security Agreement shall have the meanings assigned or referred to them in the Uniform Commercial Code in force in the State of Rhode Island (the "**UCC**").

2. Additional Documents and Agreements. Debtor will, at the request of Secured Party, execute, deliver, and permit Secured Party to file and record any financing statement, specific assignment or other paper that may be requested by Secured Party in order to create, preserve, perfect or validate any security interest hereunder or to enable Secured Party to exercise and enforce its rights hereunder with respect to any of the Collateral. Debtor hereby appoints Secured Party as Debtor's attorney-in-fact to execute, sign and file such additional financing statements or other documents, instruments or assignments as Secured Party may determine in its sole discretion to be necessary or desirable to protect and perfect Secured Party's interest in the Collateral. Debtor hereby authorizes Secured Party to file and record any carbon, photographic or other reproduction of this Additional Security Agreement or any financing statement executed and delivered in connection with this Additional Security Agreement, which shall for all purposes be deemed to be sufficient as a financing statement hereunder. The security interest granted hereby shall continue effective irrespective of any retaking and redelivery of Collateral to Debtor until all Obligations secured hereby are fully paid or performed. The Collateral is and shall remain personal property even though all or any portion of the Collateral may hereafter become attached or affixed to real property, and Debtor shall provide Secured Party with disclaimers and waivers from landlords, mortgagees or any other persons holding any interest in the real property where any Collateral may be located, acceptable in all respects to Secured Party, which may be necessary or advisable in the sole discretion of Secured Party to confirm that the security interest and rights of Secured Party in the Collateral are and will remain valid against all other Parties.

3. Representations; Warranties; Covenants and Agreements. For so long as any Obligations shall remain outstanding, Debtor hereby represents, warrants, covenants and agrees that: (a) this Additional Security Agreement and all related documentation has been and shall be duly authorized by all necessary action on the part of Debtor consistent with its form of organization, do not and shall not require any further shareholder or partner approval, or require the approval of, or the giving of notice to, any federal, state, local or foreign governmental authority and shall not contravene any law binding on Debtor or contravene any certificate or articles of incorporation or by-laws or partnership certificate or agreement, or any agreement, indenture, or other instrument to which Debtor is a party or by which it may be bound; (b) Debtor shall lawfully possess and own the Collateral; (c) except for the security interest granted hereby and any security interest granted to or for the benefit of those certain Lenders identified in, and in connection with, that certain Third Amended and Restated Loan Agreement, dated as of August 24, 1998, by and between such Lenders and the Debtor and its affiliates (the "**Loan Agreement**") or otherwise permitted pursuant to section 6.1 of the Loan Agreement, the Collateral is free from and will be kept free from all liens, claims, security interests, attachments and encumbrances, and that no financing statement covering the Collateral or any proceeds thereof shall be on file in favor of anyone other than Secured Party; (d) Debtor will not misuse, fail to keep in good repair, sell, assign, rent, lend, encumber, transfer, secrete or otherwise dispose of any of the Collateral or any interest therein, nor permit or contract to do any such act, except that Debtor may dispose of inventory in the ordinary course of business as heretofore conducted by Debtor and as otherwise permitted in the Loan Agreement; (e) if any Collateral becomes the subject of any instrument, chattel paper, negotiable document of title, including any warehouse receipt or bill of lading, Debtor shall deliver such instrument, paper or document to Secured Party; (f) Debtor shall defend at Debtor's own cost any action, proceeding or claim affecting the Collateral; (g) Debtor shall pay promptly all taxes, assessments, license fees and other public or private charges when levied or assessed against the Collateral; (h) Debtor shall permit Secured Party at any time during normal business hours to examine and inspect the Collateral and to inspect and make abstracts from records of Debtor concerning the Collateral; (i) Debtor shall furnish Secured Party such information and reports regarding the status, condition and location of the Collateral and the financial condition of Debtor as Secured Party may from time to time reasonably request; (j) if a certificate of title be required or permitted by law with respect to any Collateral, Debtor shall promptly following request of Secured Party obtain such certificate and all related lien registration and notation documentation with respect to the Collateral indicating the security interest of Secured Party thereon, and in any event do everything necessary or expedient to preserve or perfect the security interest of Secured Party in such Collateral; (k) Debtor shall promptly notify Secured Party of any event causing a substantial loss or diminution in the value or functional utility of all or any material part of the Collateral, or affecting Secured Party's rights or remedies hereunder with respect to the disposition of all or any material part of the Collateral; (l) Debtor shall promptly and diligently collect all accounts and rights to receive payment for goods sold or leased, or for services rendered (whether or not evidenced by an instrument or chattel paper) which constitute all or any part of the Collateral ("**Accounts**") and maintain accurate books and records of such Accounts and all collections thereof; and (m) Debtor shall keep its records concerning the Accounts at Debtor's chief executive offices at the address shown above. or at such other address as Secured Party shall approve in writing. For so long as an Event of Default (defined below) shall exist, Debtor shall: (i) segregate all collections, Accounts and proceeds of the Collateral so that they are capable of identification and deliver such collections, Accounts and proceeds to Secured Party immediately upon demand therefor; (ii) obtain Secured Party's prior written consent to any sale, contract of sale or other disposition of the Collateral; (iii) upon Secured Party's request therefor, notify account debtors, purchasers of the Collateral or any other persons of the security interest created hereby; and (iv) upon Secured Party's request therefor, demand and collect any Accounts and any proceeds of the Collateral from persons owing same. Upon the occurrence of an Event of Default, Debtor hereby irrevocably authorizes Secured Party to endorse Debtor's name on all collections, receipts, instruments or other documents, and appoints Secured Party as Debtor's attorney-in-fact to exercise to the extent permitted by law all powers, rights and remedies necessary to enable Secured Party to exercise its rights hereunder.

Without limiting the generality of the foregoing, Debtor hereby further represents, warrants, covenants and agrees, with respect to any **Trademarks** (defined in the attached Additional Collateral Schedule) that: (i) Debtor will not without Secured Party's prior written consent, enter into any agreement, including, without limitation any license agreement, that is inconsistent with Debtor's obligations under this Additional Security Agreement or the Agreement, or take any action, or permit any action to be taken by others subject to Debtor's control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Trademark), that would adversely affect the validity or enforceability of the rights granted or transferred to Secured Party under this Additional Security Agreement, or enter into any other agreement which may restrict or inhibit Secured Party's rights to sell or otherwise dispose of any Trademark or any part thereof after the occurrence of an Event of Default; (ii) if after the date hereof and before all Obligations have been satisfied in full, Debtor shall obtain any registration or apply for any registration in the United States Patent and Trademark Office or in any similar office or agency of a state,

territory or possession of the United States, or obtain rights to any trademarks or tradenames used in the United States or any state, territory or possession thereof, or become entitled to the benefit of any trademark application, common law trademark, tradename or trademark registration in the United States or any state, territory or possession thereof, the provisions of this Agreement shall automatically apply thereto and Debtor shall give to Secured Party prompt written notice thereof; (iii) Debtor is not aware of any material infringement or unauthorized use presently being made of any of the Trademarks which would adversely affect the fair market value thereof or the benefits of this Additional Security Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder and Debtor will continue to maintain monitoring and enforcement practices which fully and adequately protect the Trademarks in accordance with prudent industry practices; (iv) the permitted use by Secured Party of all Trademarks pursuant to this Additional Security Agreement shall be worldwide (subject to applicable law) without any liability for royalties or other related charges from Secured Party to Debtor. Debtor agrees (1) not to sell or assign its interest in, or grant any license under the Trademarks without the prior written consent of Secured Party, which consent shall not be unreasonably withheld (except for licensing of the Trademarks in bona fide, arm's length transactions with third parties who are not controlled by, controlling or under common control with the Debtor) for value in the ordinary course of business in which the proceeds of such licenses shall constitute Collateral hereunder); (2) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of such products as of the date hereof; (3) not to reduce the quality of such products in any material respect without Secured Party's express written consent; and (4) Debtor shall prosecute diligently and in accordance with prudent industry practices any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until the Obligations shall have been paid in full, (5) to preserve and maintain all rights in trademark applications, trademarks, tradenames, and trademark registrations that are part of the Trademarks in accordance with prudent industry practices, and (6) not to abandon any Trademark without the prior written consent of Secured Party. Any expenses incurred in connection with the applications referred to herein shall be borne by Debtor. Debtor shall keep Secured Party advised on a current basis of any such applications or proceedings. If Debtor fails to comply with any of the foregoing duties within 10 days following written notice from Secured Party, Secured Party may so comply in Debtor's name to the extent permitted by law, but at Debtor's expense, and Debtor hereby agrees to reimburse Secured Party in full for all reasonable expenses, including the fees and disbursements of attorneys and paralegals (including charges for inside counsel) incurred by Secured Party in protecting, defending and maintaining the Trademarks. In the event that Debtor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any liens or encumbrance prohibited hereby, or shall fail to comply with any other duty hereunder, Secured Party may, but shall not be required to, pay, satisfy, discharge or bond the same for the account of Debtor, and all moneys so paid shall be Obligations of Debtor repayable on demand, together with interest at a rate equal to the lesser of 18% per annum or the highest rate permitted by applicable law.

4. Insurance. All risk of loss of, damage to, or destruction of, the Collateral shall at all times be with Debtor. Debtor will procure forthwith and maintain fire, theft and property damage insurance with extended or combined additional coverage on any Collateral which is tangible personal property for the full replacement value thereof for so long as any Obligations remain outstanding, together with such other insurance as Secured Party may specify, and promptly deliver certificates and copies evidencing each policy to Secured Party with a standard mortgagee's long form endorsement attached showing loss payable to Secured Party and Debtor as their respective interests may appear, which endorsement shall provide at least thirty (30) days' prior written notice to Secured Party of any material change, cancellation or non-renewal of coverage. Secured Party's acceptance of policies in lesser amounts or risks shall not be a waiver of Debtor's foregoing obligations.

5. Defaults. Time is of the essence in the payment and performance of all Obligations, including without limitation all Obligations under or in respect of this Additional Security Agreement. It shall be an **"Event of Default"** hereunder if Debtor breaches any representation, warranty, covenant or provision hereof or of the Agreement, or defaults in the payment or performance of any Obligation; or if any substantial portion of the Collateral is lost or destroyed; or if there exists any event or condition which, with notice or the passage of time, or both, would constitute a default under the Agreement or any other document agreement or instrument evidencing an Obligation.

6. Remedies. Upon the occurrence of an Event of Default hereunder, all Obligations, at Secured Party's option and without notice, shall become immediately due and payable, and Secured Party shall have all rights and remedies of a secured party under the UCC and any other applicable law, and in addition, and without limiting the foregoing, Secured Party may: (a) sell all or any part of the Collateral at public or private sale at such price(s) as Secured Party may deem satisfactory; (b) require Debtor to assemble all or any part

of the Collateral and any records pertaining thereto and make it available to the Secured Party at a place to be designated by the Secured Party; (c) enter the premises of Debtor and take possession of the Collateral and any records pertaining thereto and/or disable¹ or render any such Collateral unusable; (d) grant extensions, compromise claims and settle Accounts in any amount for less than face value or book value or otherwise. All rights and remedies in this Additional Security Agreement are cumulative and not alternative and are not exclusive of any other remedies provided by law. Debtor will upon demand pay to Secured Party the expenses of retaking, holding, preparing for sale, selling and the like, including without limitation, reasonable attorney's fees and other legal expenses, incurred by Secured Party in connection with the Collateral or the exercise of its rights or remedies hereunder, all of which shall constitute additional Obligations secured by the Collateral hereunder. In the event Secured Party seeks to take possession of any or all of the Collateral by court process, Debtor hereby irrevocably waives any bonds and any surety or security relating thereto required by any statute, court rule or otherwise as an incident to such possession, and waives any demand for possession prior to the commencement of any suit or action to recover with respect thereto. Any notice required to be given by Secured Party of a sale or other disposition or other intended action by Secured Party with respect to any of the Collateral or otherwise which is made in accordance with the terms of this Additional Security Agreement at least seven (7) days prior to such proposed action, shall constitute fair and reasonable notice to Debtor of any such action. Secured Party shall be liable to Debtor only for its gross negligence or willful misconduct in failing to comply with any applicable law imposing duties upon Secured Party; Secured Party's liability for any such failure shall be limited to the actual loss suffered by Debtor directly resulting from such failure. Secured Party shall have no liability to Debtor in tort or for incidental or consequential damages.

7. Assignment. The provisions of this Additional Security Agreement shall be binding upon and shall inure to the benefit of the heirs, administrators, successors and assigns of Secured Party and Debtor, provided, however, that Debtor may not assign any of its rights or delegate any of its Obligations hereunder without the prior written consent of Secured Party. Secured Party may, from time to time, without notice to Debtor, sell, assign, transfer, participate, pledge or otherwise dispose of all or any part of the Obligations and/or the Collateral therefor. In such event, each and every immediate and successive purchaser, assignee, transferee, participant, pledgee, or holder of all or any part of the Obligations and/or the Collateral (each, a "**Holder**") shall have the right to enforce this Additional Security Agreement, by legal action or otherwise, for its own benefit as fully as if such Holder were herein by name specifically given such rights hereunder. Debtor agrees that the rights of any such Holder hereunder or with respect to the related Obligations shall not be subject to any defense, set-off or counterclaim that Debtor may assert or claim against Secured Party, and that any such Holder shall have all of the Secured Party's rights hereunder but none of the Secured Party's obligations. Secured Party shall have an unimpaired right to enforce this Additional Security Agreement for its benefit with respect to that portion of the Obligations which Secured Party has not sold, assigned, transferred, participated, pledged or otherwise disposed of.

8. Miscellaneous. No failure on the part of Secured Party to exercise and no delay in exercising any right, power or remedy hereunder shall operate as a waiver thereof. Any provisions hereof contrary to, prohibited by or invalid under applicable laws or regulations shall be inapplicable and deemed omitted here from, and shall not invalidate the remaining provisions hereof. Debtor acknowledges receipt of a true copy and waives acceptance hereof. THIS ADDITIONAL SECURITY AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF DEBTOR AND SECURED PARTY RELATIVE TO THE SUBJECT MATTER HEREOF, AND THERE ARE NO PRIOR OR CONTEMPORANEOUS UNDERSTANDINGS OR AGREEMENTS, WHETHER ORAL OR IN WRITING, BETWEEN THE PARTIES HERETO WITH RESPECT TO THE SUBJECT MATTER HEREOF. NEITHER THIS ADDITIONAL SECURITY AGREEMENT NOR ANY PROVISION HEREOF MAY BE CHANGED, WAIVED, DISCHARGED OR TERMINATED EXCEPT BY AGREEMENT IN WRITING SIGNED BY THE PARTY AGAINST WHICH ENFORCEMENT OF SUCH CHANGE, WAIVER, DISCHARGE OR TERMINATION IS SOUGHT. Any notices and demands shall be in writing and sent to the parties by regular mail at the addresses herein set forth or to such other address as the parties may hereafter specify by written notice. THIS ADDITIONAL SECURITY AGREEMENT AND THE LEGAL RELATIONS OF THE PARTIES HERETO SHALL IN ALL RESPECTS BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF RHODE ISLAND, WITHOUT REGARD TO PRINCIPLES REGARDING THE CHOICE OF LAW. DEBTOR HEREBY CONSENTS TO THE JURISDICTION OF THE COURTS OF THE STATE OF RHODE ISLAND AND THE FEDERAL DISTRICT COURT FOR THE DISTRICT OF RHODE ISLAND FOR THE PURPOSES OF ANY SUIT, ACTION OR OTHER PROCEEDING ARISING OUT OF ITS OBLIGATIONS HEREUNDER AND EXPRESSLY WAIVES ANY OBJECTIONS TO THE VENUE OF SUCH COURTS. DEBTOR HEREBY EXPRESSLY WAIVES TRIAL BY JURY IN ANY ACTION BROUGHT ON OR WITH RESPECT TO THIS ADDITIONAL SECURITY AGREEMENT. Any action by Debtor against Secured Party for any cause of action relating to this Additional Security Agreement shall be instituted within one year after

any such cause of action first arise.

Dated as of: June 11, 2001

Fleet Capital Corporation

By: Patricia M. Smith
Name: **PATRICIA M. SMITH**
Title: Assistant Vice President

Smith & Noble, LLC

By: John V. Schaeter
Name: John V. Schaeter
Title: Vice President

ADDITIONAL COLLATERAL SCHEDULE
TO ADDITIONAL SECURITY AGREEMENT

DATED AS OF: June 11, 2001

All goods, equipment, inventory, accounts, chattel paper, documents, instruments, contract rights, investment property, deposit accounts, letter of credit rights, supporting obligations, trademark applications, trademarks, patent applications, patents, patents pending, and general intangibles in which the Debtor now or hereafter has rights and wherever the same may be located, whether now owned or hereafter acquired or arising, and the proceeds, products and income of any of the foregoing, including insurance proceeds, and each of the following:

a) all of Debtor's present and trademarks, trademark registrations, tradenames and trademark applications, whether or not now or hereafter filed with the U.S. Patent and Trademark office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (v), all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) above are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), including but not limited to the Trademarks listed on the **Exhibit A** attached hereto; and

(b) the goodwill of Debtor's business connected with or symbolized by the Trademarks.

Dated as of: June 11, 2001

Fleet Capital Corporation

By: Patricia M. Smith
Name: PATRICIA M. SMITH
Title: Assistant Vice President

Smith & Noble, LLC

By: John V. Schaefer
Name: John V. Schaefer
Title: Vice President

**Exhibit A
Additional Collateral Schedule**

Smith & Noble LLC

Copyrights

<u>Owner</u>	<u>Registration No.</u>	<u>Effective Date Of Registration</u>
Fred Kamgar (d/b/a Smith&Noble)	TX 4302925	06/07/96
Fred Kamgar (d/b/a Smith&Noble)	TX 4289315	06/07/96
Fred Kamgar (d/b/a Smith&Noble)	TX 4316687	06/01/96

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expir. Date/Status</u>
Smith&Noble	1,870,878	09/01/93	12/27/04
Window Elements	2,193,719	08/28/97	10/06/08
Windoware	1,870,879	09/01/93	12/27/04
Blinds Plus	1,666,184	09/20/90	11/26/01
Americas Leading Resource for Window Treatments	76-042,148	05/04/00	Pending
My Scrapbook	76-041,279	05/04/00	Pending
Window Elements	76-039,923	05/04/00	Pending
Windoware	76-039,924	05/03/00	Pending
Smith+Noble	76-039,922	05/03/00	Pending
Elements <input type="checkbox"/>	76-348,574 <input type="checkbox"/>	<input type="checkbox"/>	Abandoned
Ultrawood	76-150,110 <input type="checkbox"/>		Abandoned

FINANCING STATEMENT - FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
PARASEARCH INC. 222 Jefferson Boulevard Warwick, RI 02888 (401) 732-2490 Fax: (401) 739-7708	
D. OPTIONAL DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

O R

1a. ENTITY'S NAME
Smith & Noble, LLC

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE
1801 California Ave. Corona CA USA 91719

1d. S.S. OR TAX I.D. # OPTIONAL ADD'L INFO. RE: ENTITY DEBTOR 1e. TYPE OF ENTITY 1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION 1g. ENTITY'S ORGANIZATIONAL I.D. #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

O R

2a. ENTITY'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE
USA

2d. S.S. OR TAX I.D. # OPTIONAL ADD'L INFO. RE: ENTITY DEBTOR 2e. TYPE OF ENTITY 2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION 2g. ENTITY'S ORGANIZATIONAL I.D. #, if any NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

O R

3a. ENTITY'S NAME
FLEET CAPITAL CORPORATION (FOR ITSELF AND/OR AS AGENT)

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE
ONE FINANCIAL PLAZA PROVIDENCE RI USA 02903

4. This FINANCING STATEMENT covers the following types or items of property:
 All goods, equipment, inventory, accounts, chattel paper, documents, instruments, contract rights, investment property, deposit accounts, letter of credit rights, supporting obligations, trademark applications, trademarks, patent applications, patents, patents pending, and general intangibles in which the Debtor now or hereafter has rights and wherever the same may be located, whether now owned or hereafter acquired or arising, and the proceeds, products and income of any of the foregoing, including insurance proceeds, and each of the following: a) all of Debtor's present and trademarks, trademark registrations, tradenames and trademark applications, whether or not now or hereafter filed with the U.S. Patent and Trademark office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (v), all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) above are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), including but not limited to the Trademarks listed on the Exhibit A attached hereto; and b) the goodwill of Debtor's business connected with or symbolized by the Trademarks.
 .Account #: Cornerstone Brands, Inc. File: S/S: Ohio Town/County:

5. CHECK This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest BOX (if applicable) (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)

7. If filed in Florida (check one) Documentary stamp tax paid Documentary stamp tax not applicable

6. REQUIRED SIGNATURE(S)
 Signature: *John V. Schack*
 Printed Name/Title: John V. Schack

8. This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)

9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) All Debtors Debtor 1 Debtor 2

Signature: *Patricia M. Smith, AVP*
 Printed Name/Title: Patricia M. Smith, AVP

**Exhibit A
Additional Collateral Schedule**

Smith & Noble LLC

Copyrights

<u>Owner</u>	<u>Registration No.</u>	<u>Effective Date Of Registration</u>
Fred Kamgar (d/b/a Smith&Noble)	TX 4302925	06/07/96
Fred Kamgar (d/b/a Smith&Noble)	TX 4289315	06/07/96
Fred Kamgar (d/b/a Smith&Noble)	TX 4316687	06/01/96

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expir. Date/Status</u>
Smith&Noble	1,870,878	09/01/93	12/27/04
Window Elements	2,193,719	08/28/97	10/06/08
Windoware	1,870,879	09/01/93	12/27/04
Blinds Plus	1,666,184	09/20/90	11/26/01
Americas Leading Resource for Window Treatments	76-042,148	05/04/00	Pending
My Scrapbook	76-041,279	05/04/00	Pending
Window Elements	76-039,923	05/04/00	Pending
Windoware	76-039,924	05/03/00	Pending
Smith+Noble	76-039,922	05/03/00	Pending
Elements <input type="checkbox"/>	76-348,574 <input type="checkbox"/>	<input type="checkbox"/>	Abandoned
Ultrawood	76-150,110 <input type="checkbox"/>		Abandoned

FINANCING STATEMENT - FOLLOW INSTRUCTIONS CAREFULLY

This Financing Statement is presented for filing pursuant to the Uniform Commercial Code and will remain effective, with certain exceptions, for 5 years from date of filing.

A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
PARASEARCH INC. 222 Jefferson Boulevard Warwick, RI 02888 (401) 732-2490 Fax: (401) 739-7708	
D. OPTIONAL DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

1a. ENTITY'S NAME Smith & Noble, LLC			
1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
1c. MAILING ADDRESS 1801 California Ave.		CITY Corona	STATE CA
		COUNTRY USA	POSTAL CODE 91719
1d. S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO. RE: ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			1g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

2a. ENTITY'S NAME			
2b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
2c. MAILING ADDRESS		CITY	STATE
		COUNTRY USA	POSTAL CODE
2d. S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO. RE: ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION
			2g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

3a. ENTITY'S NAME FLEET CAPITAL CORPORATION (FOR ITSELF AND/OR AS AGENT)			
3b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX
3c. MAILING ADDRESS ONE FINANCIAL PLAZA		CITY PROVIDENCE	STATE RI
		COUNTRY USA	POSTAL CODE 02903

4. This FINANCING STATEMENT covers the following types or items of property:
 All goods, equipment, inventory, accounts, chattel paper, documents, instruments, contract rights, investment property, deposit accounts, letter of credit rights, supporting obligations, trademark applications, trademarks, patent applications, patents, patents pending, and general intangibles in which the Debtor now or hereafter has rights and wherever the same may be located, whether now owned or hereafter acquired or arising, and the proceeds, products and income of any of the foregoing, including insurance proceeds, and each of the following: a) all of Debtor's present and trademarks, trademark registrations, tradenames and trademark applications, whether or not now or hereafter filed with the U.S. Patent and Trademark office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (v), all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) above are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), including but not limited to the Trademarks listed on the Exhibit A attached hereto; and b) the goodwill of Debtor's business connected with or symbolized by the Trademarks.
 .Account #: Comerstone Brands, Inc. File: S/S: Town/County: Butler County

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest <input type="checkbox"/> (if applicable) (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) Signature: <i>John V. Schaeff</i> Printed Name/Title: Signature: <i>Patricia M. Smith, AVP</i> Printed Name/Title:	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable) 9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

**Exhibit A
Additional Collateral Schedule**

Smith & Noble LLC

Copyrights

<u>Owner</u>	<u>Registration No.</u>	<u>Effective Date Of Registration</u>
Fred Kamgar (d/b/a Smith&Noble)	TX 4302925	06/07/96
Fred Kamgar (d/b/a Smith&Noble)	TX 4289315	06/07/96
Fred Kamgar (d/b/a Smith&Noble)	TX 4316687	06/01/96

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expir. Date/Status</u>
Smith&Noble	1,870,878	09/01/93	12/27/04
Window Elements	2,193,719	08/28/97	10/06/08
Windoware	1,870,879	09/01/93	12/27/04
Blinds Plus	1,666,184	09/20/90	11/26/01
Americas Leading Resource for Window Treatments	76-042,148	05/04/00	Pending
My Scrapbook	76-041,279	05/04/00	Pending
Window Elements	76-039,923	05/04/00	Pending
Windoware	76-039,924	05/03/00	Pending
Smith+Noble	76-039,922	05/03/00	Pending
Elements <input type="checkbox"/>	76-348,574 <input type="checkbox"/>	<input type="checkbox"/>	Abandoned
Ultrawood	76-150,110 <input type="checkbox"/>		Abandoned

FINANCING STATEMENT - FOLLOW INSTRUCTIONS CAREFULLY

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A. NAME & TEL. # OF CONTACT AT FILER (optional)	B. FILING OFFICE ACCT. # (optional)
C. RETURN COPY TO: (Name and Mailing Address)	
PARASEARCH INC. 222 Jefferson Boulevard Warwick, RI 02888 (401) 732-2490 Fax: (401) 739-7708	
D. OPTIONAL DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING	

1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)

O R 1a. ENTITY'S NAME
Smith & Noble, LLC

1b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

1c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE
1801 California Ave. Corona CA USA 91719

1d. S.S. OR TAX I.D. # OPTIONAL ADD'L INFO. RE: ENTITY DEBTOR 1e. TYPE OF ENTITY 1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION 1g. ENTITY'S ORGANIZATIONAL I.D. #, if any NONE

2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)

O R 2a. ENTITY'S NAME

2b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

2c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE
USA

2d. S.S. OR TAX I.D. # OPTIONAL ADD'L INFO. RE: ENTITY DEBTOR 2e. TYPE OF ENTITY 2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION 2g. ENTITY'S ORGANIZATIONAL I.D. #, if any NONE

3. SECURED PARTY'S (ORIGINAL S/P or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)

O R 3a. ENTITY'S NAME
FLEET CAPITAL CORPORATION (FOR ITSELF AND/OR AS AGENT)

3b. INDIVIDUAL'S LAST NAME FIRST NAME MIDDLE NAME SUFFIX

3c. MAILING ADDRESS CITY STATE COUNTRY POSTAL CODE
ONE FINANCIAL PLAZA PROVIDENCE RI USA 02903

4. This FINANCING STATEMENT covers the following types or items of property:

All goods, equipment, inventory, accounts, chattel paper, documents, instruments, contract rights, investment property, deposit accounts, letter of credit rights, supporting obligations, trademark applications, trademarks, patent applications, patents, patents pending, and general intangibles in which the Debtor now or hereafter has rights and wherever the same may be located, whether now owned or hereafter acquired or arising, and the proceeds, products and income of any of the foregoing, including insurance proceeds, and each of the following: a) all of Debtor's present and trademarks, trademark registrations, tradenames and trademark applications, whether or not now or hereafter filed with the U.S. Patent and Trademark office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, (i) any renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto including without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (v), all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) above are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), including but not limited to the Trademarks listed on the Exhibit A attached hereto; and b) the goodwill of Debtor's business connected with or symbolized by the Trademarks.

.Account #: Cornerstone Brands, Inc. File: S/S: Delaware Town/County:

5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed in this state or (b) in accordance with other statutory provisions (additional data may be required)	7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) Signature: <i>John V. Schaefer</i> Printed Name/Title:	8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)
Signature: <i>Patricia M. Smith, AVP</i> Printed Name/Title:	9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2

**Exhibit A
Additional Collateral Schedule**

Smith & Noble LLC

Copyrights

<u>Owner</u>	<u>Registration No.</u>	<u>Effective Date Of Registration</u>
Fred Kamgar (d/b/a Smith&Noble)	TX 4302925	06/07/96
Fred Kamgar (d/b/a Smith&Noble)	TX 4289315	06/07/96
Fred Kamgar (d/b/a Smith&Noble)	TX 4316687	06/01/96

Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expir. Date/Status</u>
Smith&Noble	1,870,878	09/01/93	12/27/04
Window Elements	2,193,719	08/28/97	10/06/08
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Blinds Plus	1,666,184	09/20/90	11/26/01
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Windoware	76-039,924	05/03/00	Pending
Smith+Noble	76-039,922	05/03/00	Pending
Elements □	76-348,574 □	□	Abandoned
Ultrawood	76-150,110 □		Abandoned

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A. NAME & TEL. # OF CONTACT AT FILER (optional)		B. FILING OFFICE ACCT. # (optional)	
C. RETURN COPY TO: (Name and Mailing Address)			
PARASEARCH INC. 222 Jefferson Boulevard Warwick, RI 02888 (401) 732-2490 Fax: (401) 739-7708			
D. OPTIONAL DESIGNATION (if applicable): LESSOR/LESSEE CONSIGNOR/CONSIGNEE NON-UCC FILING			
1. DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (1a or 1b)			
O R 1a. ENTITY'S NAME Smith & Noble, LLC			
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
1c. MAILING ADDRESS 1801 California Ave.		CITY Corona	STATE COUNTRY POSTAL CODE CA USA 91719
1d. S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO. RE. ENTITY DEBTOR	1e. TYPE OF ENTITY	1f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION 1g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE
2. ADDITIONAL DEBTOR'S EXACT FULL LEGAL NAME - insert only one debtor name (2a or 2b)			
O R 2a. ENTITY'S NAME			
2b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
2c. MAILING ADDRESS		CITY	STATE COUNTRY POSTAL CODE USA
2d. S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO. RE. ENTITY DEBTOR	2e. TYPE OF ENTITY	2f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION 2g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE
3. SECURED PARTY'S (ORIGINAL SP or ITS TOTAL ASSIGNEE) EXACT FULL LEGAL NAME - insert only one secured party name (3a or 3b)			
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3b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME SUFFIX
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5. CHECK <input type="checkbox"/> This FINANCING STATEMENT is signed by the Secured Party instead of the Debtor to perfect a security interest BOX (if applicable) (a) in collateral already subject to a security interest in another jurisdiction when it was brought into this state, or when the debtor's location was changed to this state, or (b) in accordance with other statutory provisions (additional data may be required)			7. If filed in Florida (check one) <input type="checkbox"/> Documentary stamp tax paid <input type="checkbox"/> Documentary stamp tax not applicable
6. REQUIRED SIGNATURE(S) Signature: <i>John V. Schaetz</i> Printed Name/Title:		8. <input type="checkbox"/> This FINANCING STATEMENT is to be filed (for record) (or recorded) in the REAL ESTATE RECORDS Attach Addendum (if applicable)	
Signature: <i>Patricia M. Smith, AVP</i> Printed Name/Title:		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (ADDITIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

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Additional Collateral Schedule**

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<u>Owner</u>	<u>Registration No.</u>	<u>Effective Date Of Registration</u>
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Trademarks

<u>Mark</u>	<u>Registration No.</u>	<u>Registration or Filing Date</u>	<u>Expir. Date/Status</u>
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Blinds Plus	1,666,184	09/20/90	11/26/01
Americas Leading Resource for Window Treatments	76-042,148	05/04/00	Pending
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Elements <input type="checkbox"/>	76-348,574 <input type="checkbox"/>	<input type="checkbox"/>	Abandoned
Ultrawood	76-150,110 <input type="checkbox"/>		Abandoned