

08-08-2001



101803466

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

1. Name of conveying party(ies): 8-201
The Territory Ahead, Inc.
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State Delaware
 Other _____
Additional name(s) of conveying party(ies) attached? Yes No

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

3. Nature of conveyance:
 Assignment Merger
 Security Agreement Change of Name
 Other _____
Execution Date: June 11, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
SEE ATTACHED
Additional number(s) attached Yes No

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 TDI021 0000066 1636156
01 F0:481 40.00 OP
02 F0:482 125.00 OP
Street Address Pierce & Mandell, P.C.
11 Beacon Street
City: Boston State: MA Zip: 02108

6. Total number of applications and registrations involved: 6
7. Total fee (37 CFR 3.41).....\$ 165.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

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. [Signature] 6/22/01
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments and document 19

SCHEDULE A

(CONTINUATION OF ITEM 4)

TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>REG. NO.</u>
Miscellaneous Design	1636156
THE TERRITORY AHEAD	1636913
GUILT	1964697
Miscellaneous Design	2128829
THE TERRITORY AHEAD	2132340
ISABELLA BIRD (Stylized)	2185702

ADDITIONAL SECURITY AGREEMENT**SECURED PARTY:**

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

DEBTOR:

THE TERRITORY AHEAD, INC.
419 State Street
Santa Barbara, CA 93101

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 disable 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 herefrom, 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

The Territory Ahead, Inc.

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

The Territory Ahead, Inc.

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

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U.S. TRADEMARK/SERVICE MARK APPLICATIONS/REGISTRATIONS
 IN THE NAME OF THE TERRITORY AHEAD, INC. #7722

✓	Application No.	Mark	Serial No.	Issue Date	Class	Description	Status
✓	T25653US0	FAT CITY (STYLIZED)	75/120,696	6/18/96	25	Clothing, namely, pullovers, pants and shorts.	Abandoned
✓		ISABELLA BIRD	2,185,702	9/1/98	18, 25, 35	Leather or imitation leather handbags, wallets, toiletry bags sold empty, luggage, knapsacks, key fobs in International Class 18; leather or imitation leather clothing, namely, jackets, vests, shirts, knit shirts, shorts, swimwear, underwear, pants, headwear, socks, ties, scarves, belts, gloves, dresses, blazers, jackets, skirts, footwear and outerwear, namely, coats, blazers, jackets, trenchcoats, and topcoats in International Class 35.	Sec. 8 due 9/1/04
✓		TERRITORY SPORT	75/308,618	6/13/97	25, 35	Clothing, namely, sweaters, woven shirts, knit shirts, shorts, swimwear, underwear, pants, headwear, socks, footwear, and outerwear, namely, anoraks and jackets in International Class 25; retail store and mail order sales services in the fields of wearing apparel, luggage, personal accessories and related items.	Abandoned
✓		GUILT	1,964,897	3/28/96	3	Cosmetics and toiletry preparations, namely, deodorant, body soap, aftershave, shampoo and cologne.	Sec. 8 due 3/26/02

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Exhibit A
Additional Collateral Schedule

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U.S. TRADEMARK/SERVICE MARK APPLICATIONS/REGISTRATIONS
IN THE NAME OF THE TERRITORY AHEAD, INC. #7222

REF #	MARK	SER/REG NO	DATE	CLASS	GOODS	STATUS
✓ T-12532	THE TERRITORY AHEAD	1,636,913	03/05/91	18, 25	Men's briefcases and toiletry cases sold empty, in Class 18; clothing, namely, pants, knit tops, shirts, sweaters, jackets, boxer shorts, socks, ties, scarves, belts, and gloves, in Class 25.	Renewal due 03/05/11
T-12532A	GLOBE/COMPASS DESIGN	1,636,156	02/26/91	18, 25	Men's briefcases and toiletry cases sold empty, in Class 18; clothing, namely, pants, knit tops, woven shirts, sweaters, jackets, boxer shorts, socks, ties, scarves, belts, and gloves, in Class 25.	Renewal due 02/26/11
✓ T-25675US0	THE TERRITORY AHEAD & DESIGN	2,132,340	01/27/98	16, 35	Catalogs in the fields of wearing apparel, luggage and personal accessories in Class 16; retail store and mail order services in the fields of wearing apparel, luggage and personal accessories, in Class 35.	Sec. 8 due 1/27/03
T-25716US0	GLOBE/COMPASS DESIGN	2,128,829	01/13/98	16, 35	Catalogs in the fields of wearing apparel, luggage and personal accessories, in Class 16; retail store and mail order services in the fields of wearing apparel, luggage and personal accessories, in Class 35.	Sec. 8 due 01/13/03
✓ T-25653US1	FAT CITY	75/222,850	1/8/97	25, 42	Clothing, namely, sweaters, woven shirts, knit shirts, shorts, swimwear, underwear, headwear, socks, footwear, outerwear, namely, snowsuits and jackets, in International Class 25; retail store services/section of retail stores devoted to wearing apparel, luggage, personal accessories, and related items.	Abandoned

**Exhibit A
Additional Collateral Schedule**

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FOREIGN TRADEMARK/SERVICE MARK APPLICATIONS/REGISTRATIONS
IN THE NAME OF THE TERRITORY AHEAD, INC. #7222

<u>REF #</u>	<u>MARK</u>	<u>SER/REG NO</u>	<u>DATE</u>	<u>CLASS</u>	<u>GOODS</u>	<u>STATUS</u>
T24316AU0	THE TERRITORY AHEAD & DESIGN	727121	11/05/97	16, 18, 25, 35	Leather bound "blank" journals, and daily organizers; mail order catalogs in the field of wearing apparel, luggage, and other leather goods, personal accessories and related items, in Class 18; leather goods, including personal pouches, luggage, wallets, coin cases, billfold/ checkbook cases sold empty, duffel bags, tote bags, travel bags, handbags, travel organizer cases, briefcases, and toiletry cases sold empty in Class 18; clothing, including pants and slacks, knit tops, shirts, T-shirts, sweaters, vests, raincoats, jackets and coats, hats/caps, shorts, underwear, namely boxers and briefs, sweatshirts, sweatpants, robes, dresses, skirts, body suits, socks, ties, scarves, belts, gloves, and shoes, in Class 25; retail store and mail order catalog sales services in the fields of wearing apparel, luggage, personal accessories and related items, in Class 35.	AUSTRALIA - Renewal Due 02/05/07
F03568CN	THE TERRITORY AHEAD & DESIGN	767637	09/21/95	18	Men's personal drawstring pouches, briefcases and toiletry cases sold empty	CHINA - Renewal Due 09/20/05
F04316CN	THE TERRITORY AHEAD & DESIGN	768870	09/28/95	25	Clothing, namely, pants, knit tops, woven shirts, sweaters, jackets, boxer shorts, socks, ties, scarves, belts, gloves.	CHINA - Renewal Due 09/27/05

FOREIGN TRADEMARK/SERVICE MARK APPLICATIONS/REGISTRATIONS IN THE NAME OF THE TERRITORY AHEAD, INC. #7222						
REF #	MARK	SER/REG NO	DATE	CLASS	GOODS	STATUS
F03568DE	THE TERRITORY AHEAD & DESIGN	2025286	02/21/02	18, 25	Clothing, namely, pants, knit tops, woven shirts, sweaters, jackets, boxer shorts, socks, ties, scarves, belts, gloves, men's personal drawstring pouches, briefcases and toiletry cases	GERMANY - Renewal Due 02/21/02
F03568FR	THE TERRITORY AHEAD & DESIGN	94/512,662	09/09/94	18, 25	Men's personal drawstring pouches; briefcases; computer cases; toiletry cases; articles of leather or imitation leather in Class 18; clothing, namely, pants, knit tops, woven shirts, sweaters, jackets, boxer shorts, socks, ties, scarves, belts, gloves.	FRANCE - Renewal Due 03/24/04
F03568GB	THE TERRITORY AHEAD & DESIGN	1556141	12/09/94	18	Men's personal drawstring pouches; briefcases; computer cases; toiletry cases; articles of leather or imitation leather.	UNITED KINGDOM - Renewal Due 12/09/10
F04316GB	THE TERRITORY AHEAD & DESIGN	1556142	05/12/95	25	Waistcoats, coats, underwear, hats, trousers, jeans, knitwear, sweaters, shirts, jackets, boxer shorts, pants, socks, ties, scarves, belts and gloves	UNITED KINGDOM - Renewal Due 12/09/10
F03568HK	THE TERRITORY AHEAD & DESIGN	018564	02/29/92	25	Clothing, footwear, headgear	HONG KONG - Renewal Due 02/28/13
F04316HK	THE TERRITORY AHEAD & DESIGN	71291996	08/01/96	18	Leather and imitations of leather, and goods made of these materials and not included in other classes; personal drawstring pouches for men, briefcases, toiletry bags (sold empty)	HONG KONG - Renewal Due 12/14/14

Exhibit A
Additional Collateral Schedule page 5

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FOREIGN TRADEMARK/SERVICE MARK APPLICATIONS/REGISTRATIONS
IN THE NAME OF THE TERRITORY AHEAD, INC. #7222

<u>REF #</u>	<u>MARK</u>	<u>SER/REG NO</u>	<u>DATE</u>	<u>CLASS</u>	<u>GOODS</u>	<u>STATUS</u>
F03568JP	THE TERRITORY AHEAD & DESIGN	2588383	10/29/93	17	Pants, shorts, shirts, sweaters, jackets, pullovers, ties, scarves, socks, and all other goods belonging to this class.	JAPAN - Renewal Due 10/29/03
F04502JP	THE TERRITORY AHEAD & DESIGN	030704/95	03/29/95	18	Articles of leather or imitation leather, namely, men's personal drawstring pouches, briefcases, computer cases, toiletry cases, handbags, wastebaskets, desk trays, pencil holders, passport holders and personal organizers	JAPAN - Pending
F04503JP	THE TERRITORY AHEAD & DESIGN	4021522	07/04/97	25	Clothing, namely, pants, knitted garments, shirts, sweaters, jackets, men's underwear, socks, ties, scarves, belts, gloves, skirts, dresses, coats, vests, underwear and hats.	JAPAN - Renewal Due 07/04/07
F04508JP	THE TERRITORY AHEAD & DESIGN	101072/95	09/29/95	16	Retail store services and mail order catalog services	JAPAN - Pending
F03568MX	THE TERRITORY AHEAD & DESIGN	493,500	05/31/95	18	Men's personal drawstring pouches, briefcases, computer cases, toiletry cases and leather goods	MEXICO Renewal Due 04/06/04
F04316MX	THE TERRITORY AHEAD & DESIGN	475209	09/27/94	25	Clothing, namely, pants, knit tops, woven shirts, sweaters, jackets, boxer shorts, socks, ties, scarves, belts, gloves	MEXICO - Renewal Due 04/06/04
F04316SG	THE TERRITORY AHEAD & DESIGN	4814/97	04/17/97	25	Clothing, pants and slacks, knit tops, shirts, T-shirts, sweaters, vests, raincoats, jackets and coats, hats/caps, shorts, underwear, boxers and briefs, sweatshirts, sweatpants, robes, dresses, skirts, body suits, socks, ties, scarves, belts, gloves, and shoes.	SINGAPORE - Pending

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Exhibit A
Additional Collateral Schedule page 6

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FOREIGN TRADEMARK/SERVICE MARK APPLICATIONS/REGISTRATIONS
IN THE NAME OF THE TERRITORY AHEAD, INC. #7222

<u>REF #</u>	<u>MARK</u>	<u>SER/REG NO</u>	<u>DATE</u>	<u>CLASS</u>	<u>GOODS</u>	<u>STATUS</u>
T24316SG1	THE TERRITORY AHEAD & DESIGN	4612/97	04/17/97	16	Leather bound "blank" journals, and daily organizers; mail order catalogs in the field of wearing apparel, luggage, and other leather goods, personal accessories and related items.	SINGAPORE - Pending
T24316SG2	THE TERRITORY AHEAD & DESIGN	4613/97	04/17/97	16	Leather goods, personal pouches, luggage, wallets, coin cases, billfold/ checkbook cases sold empty, duffel bags, tote bags, travel bags, handbags, travel organizer cases, briefcases, and toiletry cases sold empty.	SINGAPORE - Pending
F03568IT	THE TERRITORY AHEAD & DESIGN					ITALY - Abandoned
F03568SG	THE TERRITORY AHEAD & DESIGN			18		SINGAPORE - Abandoned
T24503TR	THE TERRITORY AHEAD & DESIGN					TURKEY - Proposed
T24503TR1	THE TERRITORY AHEAD & DESIGN					TURKEY - Proposed

Patent No. D360,978

USA Design Patent for Laptop computer Case – Expiration 8/9/09

June 7, 2000
 R:\MKTG\TERRITORY.VPD

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 The Territory Ahead, Inc.					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 419 State Street		CITY Santa Barbara	STATE CA	COUNTRY USA	POSTAL CODE 93101
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 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)					
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 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 #: Cornerstone Brands, Inc. File: S/S: Ohio 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 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. Schaef</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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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 The Territory Ahead, Inc.				
	1b. INDIVIDUAL'S LAST NAME	FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 419 State Street			CITY Santa Barbara	STATE CA	COUNTRY USA
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 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 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 ONE FINANCIAL PLAZA			CITY PROVIDENCE	STATE RI	COUNTRY USA
3d. S.S. OR TAX I.D. #	OPTIONAL ADD'L INFO. RE: ENTITY DEBTOR	3e. TYPE OF ENTITY	3f. ENTITY'S STATE OR COUNTRY OF ORGANIZATION	3g. ENTITY'S ORGANIZATIONAL I.D. #, if any <input type="checkbox"/> NONE	

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: 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 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. Schaef</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, AVE</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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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 The Territory Ahead, Inc.					
1b. INDIVIDUAL'S LAST NAME		FIRST NAME	MIDDLE NAME	SUFFIX	
1c. MAILING ADDRESS 419 State Street		CITY Santa Barbara	STATE CA	COUNTRY USA	POSTAL CODE 93101
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

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 .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 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 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. Schaeff</i> Printed Name/Title: John V. Schaeff		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, AP</i> Printed Name/Title: Patricia M. Smith, AP		9. Check to REQUEST SEARCH CERTIFICATE(S) on Debtor(s) (OPTIONAL FEE) (optional) <input type="checkbox"/> All Debtors <input type="checkbox"/> Debtor 1 <input type="checkbox"/> Debtor 2	

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<div style="border: 1px solid black; padding: 5px;"> PARASEARCH INC. 222 Jefferson Boulevard Warwick, RI 02888 (401) 732-2490 Fax: (401) 739-7708 </div>	
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)					
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1b. INDIVIDUAL'S LAST NAME		FIRST NAME		MIDDLE NAME	
1c. MAILING ADDRESS 419 State Street		CITY Santa Barbara		STATE CA	COUNTRY USA
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	
2c. MAILING ADDRESS		CITY		STATE	COUNTRY 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 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	
3c. MAILING ADDRESS ONE FINANCIAL PLAZA		CITY PROVIDENCE		STATE RI	COUNTRY USA
				POSTAL CODE 02903	

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 .Account #: Cornerstone Brands, Inc. File: S/S: California 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 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. 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, APR</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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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

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O R

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

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 .Account #: Cornerstone Brands, Inc. File: S/S: Minnesota 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 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. Schaep</i> Printed Name/Title: John V. Schaep	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: Patricia M. Smith, AVP	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

PIERCE & MANDELL, P.C.

ATTORNEYS AT LAW

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BOSTON, MA 02108-3002

617-720-2444
FAX 617-720-3693

June 22, 2001

Commissioner of Patents
& Trademarks
Box Assignments
Washington, D.C. 20231

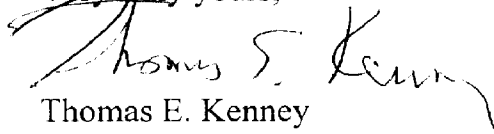
Re: MISCELLANEOUS DESIGN - Reg. No. 1,636,156
THE TERRITORY AHEAD - Reg. No. 1,636,913
GUILT - Reg. No. 1,964,697
MISCELLANEOUS DESIGN - Reg. No. 2,128,829
THE TERRITORY AHEAD - Reg. No. 2,132,340
ISABELLA BIRD (Stylized) - Reg. No. 2,185,702

Dear Sir/Madam:

In connection with the above-referenced trademarks, I have enclosed a Trademark Recordation Form Cover Sheet, the Additional Security Agreement, and a check in the amount of \$165.00 to cover the filing fee. Please record the security agreement in connection with the trademarks.

Thank you for your attention to this matter, and please contact me if you have any questions.

Very truly yours,


Thomas E. Kenney