



08-09-2001



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Form PTO-1594 (Rev. 03/01)

OMB No. 0651-0027 (exp. 5/31/2002)

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

Tab settings

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

1. Name of conveying party(ies):

MJ Designs, L.P.

8-3-01

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

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

2. Name and address of receiving party(ies)

Name: PNC Bank, National Association

Internal Address:
Address:

Street Address: Two Tower Center Blvd.

City: E. Brunswick State: NJ Zip: 08816

- Individual(s) citizenship
Association National Association
General Partnership
Limited Partnership
Corporation-State
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 29, 2001

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

A. Trademark Application No.(s)
None

B. Trademark Registration No (s)
See Attached

Additional number(s) attached Yes No

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

Name: Crystal A. Gothard, Esq.

Internal Address:

Street Address: Patton Boggs LLP

2550 M Street, NW

City: Washington State: D.C. Zip: 20037

6. Total number of applications and registrations involved: 13

7. Total fee (37 CFR 3.41) \$ 340.00

- Enclosed
Authorized to be charged to deposit account

8. Deposit account number:

50-0709

(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.

George M. Borababy

Name of Person Signing

Signature

8/2/01

Date

13

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

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

08/08/2001 BYRNE 0000069 300709 142185
01 FC:481 40.00 CH
02 FC:482 300.00 CH

CONTINUATION SHEET - TRADEMARKS

Question 4B

1,421,845
1,459,550
1,459,683
1,565,232
1,610,859
1,614,420
1,833,934
1,923,055
1,992,064
1,992,065
1,992,066
1,998,754
2,002,060

**TRADEMARK SECURITY AGREEMENT**  
**[MJ DESIGNS, L.P.]**

WHEREAS, MJ Designs, L.P., a Texas limited partnership (the "Grantor"), owns the Trademarks, Trademark registrations, and Trademark applications listed on Schedule I annexed hereto, and are parties to the Trademark Licenses listed on Schedule I annexed hereto;

WHEREAS, Grantor and PNC Bank, National Association, as agent ("Agent") and the lenders named therein (the "Lenders") are parties to a Revolving Credit and Security Agreement dated as of the date hereof (as the same may be amended, restated, supplemented or otherwise modified from time to time, the "Loan Agreement"), providing for extensions of credit to be made to Grantor by Agent and Lenders; and

WHEREAS, pursuant to the terms of the Loan Agreement, Grantor has granted to Agent (in such capacity, "Grantee") for the benefit of itself and Lenders a security interest in substantially all the assets of Grantor including all right, title and interest of Grantor in, to and under all now owned and hereafter acquired Trademarks (as defined below), Trademark registrations, Trademark applications and Trademark Licenses (as defined below), together with the goodwill of the business symbolized by Grantor's Trademarks, and all proceeds thereof, to secure, inter alia, the payment and performance of the Obligations (as defined in the Loan Agreement).

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Grantor does hereby grant to Grantee for the benefit of itself and Lenders a continuing security interest, a general lien in and to, and a conditional assignee in all of Grantor's right, title and interest in, to and under the following (all of the following items or types of property being herein collectively referred to as the "Trademark Collateral"), whether presently existing or hereafter created or acquired:

(1) each Trademark, Trademark registration and Trademark application, including, without limitation, the Trademarks, Trademark registrations (together with any reissues, continuations or extensions thereof and Trademark applications referred to in Schedule I annexed hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each Trademark, Trademark registration and Trademark application;

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

(3) all products and Proceeds of the foregoing, including, without limitation, any claim by Grantor against third parties for past, present or future (a) infringement or dilution of any Trademark or Trademark registration including, without limitation, the Trademarks and Trademark registrations referred to in Schedule I annexed hereto, the Trademark registrations issued with respect to the Trademark applications referred in Schedule I annexed hereto and the Trademarks licensed under any Trademark License, or

(b) injury to the goodwill associated with any Trademark, Trademark registration or Trademark licensed under any Trademark License.

For purposes of this Trademark Security Agreement, the capitalized terms used herein shall have the following meanings:

"Trademark License" means any written agreement now or hereafter in existence granting to Grantor any right to use any Trademark (excluding any such agreement if and to the extent that any attempt to grant a security interest hereunder in any such agreement without the consent of a third party would constitute a breach thereof and such consent has not been obtained by Grantor), including, without limitation, the agreements described in Schedule I to this Trademark Security Agreement.

"Trademarks" means collectively all of the following now owned or hereafter created or acquired by Grantor: (a) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other business identifiers, prints and labels on which any of the foregoing have appeared or appear, all registrations and recordings thereof, and all applications in connection therewith including registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof, including, without limitation, those described in Schedule I of this Trademark Security Agreement; (b) all reissues, extensions or renewals thereof; (c) all income, royalties, damages and payments now or hereafter due and/or payable under any of the foregoing or with respect to any of the foregoing including damages or payments for past or future infringements of any of the foregoing; (d) the right to sue for past, present and future infringements of any of the foregoing; (e) all rights corresponding to any of the foregoing throughout the world; and (f) all goodwill associated with and symbolized by any of the foregoing.


This security interest is granted in conjunction with the security interests granted to Grantee pursuant to the Loan Agreement, Grantor hereby acknowledges and affirms that the rights and remedies of Grantee with respect to the security interest in the Trademark Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Grantor has caused this Trademark Security Agreement to be duly executed by its duly authorized officer thereunto as of the 29th day of June 2001.

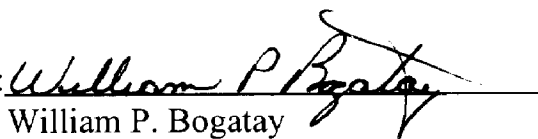
**MJ DESIGNS, L.P.**

By: MJD Acquisition Corp.,  
a Texas corporation  
its General Partner

By:   
Michael F. Best  
President

Acknowledged:

PNC Bank, National Association

By:   
William P. Bogatay  
Vice President

ACKNOWLEDGMENT

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on June 29th, 2001 by William P. Bogatay, the Vice President of PNC Bank, National Association, a national banking association, on behalf of said association.

*Irene H. Richards*

Notary Public in and for  
the State of Texas

Print Name: *Irene H. Richards*

Commission Expires:

*October 13, 2001*

STATE OF TEXAS §

COUNTY OF DALLAS §

This instrument was acknowledged before me on June 29th, 2001 by Michael F. Best, the President of MJD Acquisition Corp., a Texas corporation, general partner of MJ Designs, L.P., a Texas limited partnership, on behalf of said corporation and limited partnership.

*Irene H. Richards*

Notary Public in and for  
the State of Texas

Print Name: *Irene H. Richards*

Commission Expires:

*October 13, 2001*

Schedule I  
to Trademark  
Security Agreement

UNITED STATES TRADEMARK REGISTRATIONS

**ATTACH ACTIVE TRADEMARKS**

FOREIGN TRADEMARK APPLICATIONS

TRADEMARK LICENSES

UNREGISTERED TRADEMARKS



**TRADEMARK SECURITY AGREEMENT****U.S. TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>Serial/Reg. No.</b>	<b>Date Filed/Issued</b>
MJ DESIGN & Design	1,421,845	12/23/86
U-TEE-IT & Design	1,566,578	11/14/89
PARTY TO THE MAX	1,584,084	02/20/90
AD CUTTERS	1,584,069	02/20/90
AD CUTTERS & Design	1,565,232	11/07/89
FRAME EXPRESS	1,459,550	09/29/87
FRAME EXPRESS	1,459,683	09/29/87
MOPPOLLS	1,653,154	08/06/91
MOPPOLLS & Design	1,671,240	01/07/92
PICK-A-PLANT-A-TERIA	1,573,988	12/26/89
MJ DESIGN & Design (Color)	1,614,420	09/18/90
MJ DESIGN & Design	1,610,859	08/21/90
PUZZLE LOCK	1,745,019	01/05/93
FUN CRAFTS	2,002,060	09/24/96
FRAME EXPRESS & Design	1,793,699	09/21/93
NEW TRADITIONS	1,833,934	05/03/94
NEW WORLD TREASURES (Stylized)	1,836,768	05/17/94
BEAD ALLEY	1,923,055	09/26/95
MJ DESIGNER LINE	1,998,754	09/03/96
MJ DESIGNER LINE	1,992,066	08/06/96
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MJ DESIGNER LINE	1,992,064	08/06/96
HAPPY SHAPES	74/189,815	07/29/91
NEW WORLD TREASURES	74/423,718	08/12/93
CAPPERS	74/576,451	09/21/94
MJ DESIGNS CRAFTS, HOBBIES & HOME	75/878,271	12/22/99
MJ DESIGN & Design	1,421,845	12/23/86
U-TEE-IT & Design	1,566,578	11/14/89
PARTY TO THE MAX	1,584,084	02/20/90

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NEW WORLD TREASURES	74/423,718	08/12/93
CAPPERS	74/576,451	09/21/94

**STATE TRADEMARK REGISTRATIONS**

<b>MARK</b>	<b>Serial/Reg. No.</b>	<b>Date Issued</b>	<b>State</b>
AD CUTTERS & Design	049191	03/03/89	Texas
AD CUTTERS	049190	03/03/89	Texas
U-TEE-IT	049341	04/26/89	Texas
MJ DESIGN & Designs	044927	07/10/84	Texas
MJ DESIGNS & Design	044928	07/16/84	Texas
FRAME EXPRESS	047495	12/15/86	Texas
THANKAFRIENDIUM	049221	02/27/89	Texas
ITSAGIRLIUM	049216	02/27/89	Texas
ANNIVERSARIA	049216	02/27/89	Texas
CONGRATULATORIUMS	049218	02/27/89	Texas
CENTERPIECIA	049219	02/27/89	Texas
GETWELLSOONIA	049220	02/27/89	Texas
SHOWERGIFTIUM	049207	02/27/89	Texas
PILLACORNIA	049208	02/27/89	Texas
THANKSALOTIUMS	049209	02/27/89	Texas
THANKSALOTIUM	049210	02/27/89	Texas
BRIDALGIFTIA	049211	02/27/89	Texas
UDIDIT	049212	02/27/89	Texas
GIVEAGIFTIUM	049213	02/27/89	Texas
MARRIEDAGAINIUMS	049214	02/27/89	Texas
ITSABOYIUM	049215	02/27/89	Texas
PIC-A-PLANT-A-TERIA	049456	03/21/89	Texas
MJ DESIGN & Design	1993-S3118	06/11/93	Maryland

DALLAS 1014846v1

**RECORDED: 08/03/2001****TRADEMARK  
REEL: 002344 FRAME: 0488**