



101849693

Tab settings

To the Honorable Commissioner of

attached original documents or copy thereof.

1. Name of conveying party(ies):  
New Creative Enterprises, Inc.

9.20.01

- Individual(s)
  - Association
  - General Partnership
  - Limited Partnership
  - Corporation-State OH
  - Other
- Additional name(s) of conveying party(ies) attached?  Yes  No

2. Name and address of receiving party(ies)

Name: Bankers Trust Company, as Administrative Agent

Internal Address:

Street Address: 130 Liberty Street

City: New York State: NY Zip: 10006

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

If assignee is not domiciled in the United States, a 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
- Security Agreement
- Other
- Merger
- Change of Name

September 6, 2001

Execution Date:

4. Application number(s) or trademark

A. Trademark Application No.(s)  
See Attached

B. Trademark Registration  
See Attached

Additional numbers attached? YES

76168785

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

**RETURN TO:**  
**FEDERAL RESEARCH CORP**  
**400 SEVENTH STREET NW**  
**SUITE 101**  
**WASHINGTON DC 20004**

Str

Cit, 9/21/2001 GTDN11 00000030 76168785

6. Total number of applications and registrations

38

7. Total fee (37 CFR 3.41) \$ 965.00

- Enclosed
- Authorized to be charged to deposit

8. Deposit account number:

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

DO NOT USE THIS SPACE

FC:481 40.00 DP  
FC:482 925.00 DP

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.

Terese M. Scholl

Name of Person

*Terese M. Scholl*  
Signature

September 13, 2001  
Date

21

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

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

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Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

MARK OWNER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
TETERS Decorative Concepts, Inc. CLASS(ES): 26 GOODS: Artificial flowers	76/168,785 11/22/2000		United States DCIN	Filed 47912

DECORATIVE CONCEPTS INCORPORATED Decorative Concepts, Inc. CLASS(ES): GOODS:	76/167,612 11/20/2000		United States DCIN 03	Filed 47628
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DECORATIVE CONCEPTS INCORPORATED Decorative Concepts, Inc. CLASS(ES): GOODS:	76/166,959 11/17/2000		United States DCIN 04	Filed 47629
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DECORATIVE CONCEPTS INCORPORATED Decorative Concepts, Inc. CLASS(ES): GOODS:	76/167,611 11/20/2000		United States DCIN 05	Filed 47630
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DECORATIVE CONCEPTS INCORPORATED Decorative Concepts, Inc. CLASS(ES): GOODS:	76/167,608 11/20/2000		United States DCIN 06	Filed 47626
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Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

513 241 0246  
 MARK  
 OWNER  
 THE SQUARE NEST A DECORATIVE CONCEPTS COMPANY  
 Decorative Concepts, Inc.  
 CLASS(ES):  
 GOODS:

SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
76/165,335 11/15/2000		United States DCIN 07	Filed 47631

DECORATIVE CONCEPTS INCORPORATED  
 Decorative Concepts, Inc.  
 CLASS(ES):  
 GOODS:

76/166,952 11/17/2000		United States DCIN 08	Filed 47625
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WOOD, HERRON, & EVANS  
 DECORATIVE CONCEPTS INCORPORATED  
 Decorative Concepts, Inc.  
 CLASS(ES):  
 GOODS:

76/166,953 11/17/2000		United States DCIN 09	Filed 47632
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DECORATIVE CONCEPTS INCORPORATED  
 Decorative Concepts, Inc.  
 CLASS(ES):  
 GOODS:

76/166,954 11/17/2000		United States DCIN 10	Filed 47633
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DECORATIVE CONCEPTS INCORPORATED  
 Decorative Concepts, Inc.  
 CLASS(ES):  
 GOODS:

76/166,955 11/17/2000		United States DCIN 11	Filed 47634
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Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

51 241 0246

MARK OWNER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
DECORATIVE CONCEPTS INCORPORATED	76/166, 956		United States DCIN 12	Filed 47636
Decorative Concepts, Inc.	11/17/2000			
CLASS(ES):				
GOODS:				

DECORATIVE CONCEPTS INCORPORATED	76/167, 614		United States DCIN 13	Filed 47637
Decorative Concepts, Inc.	11/20/2000			
CLASS(ES):				
GOODS:				

9 0246

DECORATIVE CONCEPTS INCORPORATED	76/166, 957		United States DCIN 15	Filed 47638
Decorative Concepts, Inc.	11/17/2000			
CLASS(ES):				
GOODS:				

WOOD, HERRON, &

DECORATIVE CONCEPTS INCORPORATED	76/167, 613		United States DCIN 16	Filed 47639
Decorative Concepts, Inc.	11/20/2000			
CLASS(ES):				
GOODS:				

11:36

DECORATIVE CONCEPTS INCORPORATED	76/167, 609		United States DCIN 17	Filed 47640
Decorative Concepts, Inc.	11/20/2000			
CLASS(ES):				
GOODS:				

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Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

MARK OWNER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.	
ALDIK	Decorative Concepts, Inc.	76/166,958	11/17/2000	United States DCIN 18	Filed 47913
CLASS(ES):	21 26 42				

GOODS: Candle accessories, not of precious metal, namely, candle holders, made of polyresin, glass or ceramic; flower pots made of wood and ceramic; holders for flowers and plants made of polyresin  
 Artificial flowers  
 Wholesale of interior decorative goods, namely, candle holders, flower pots, holders for flowers and plants, and artificial flowers via a global network

SUPERSTILK	Decorative Concepts, Inc.	76/182,248	12/19/2000	United States DCIN 19	Filed DCIN 47911
CLASS(ES):	26				

GOODS: Artificial flowers

FLAG GUARD	New Creative Enterprises, Inc.	74/551,114	07/19/1994	1,949,685	01/16/1996	United States NCE 07	Registered 33849
CLASS(ES):	1						

GOODS: Fade retardant solution applied to cloth items, namely flags and windsocks

NCEGIFTS.COM  
 New Creative Enterprises, Inc.  
 CLASS(ES): 42  
 76/166,951  
 11/17/2000  
 United States  
 NCE 100  
 Filed 46575

GOODS: Wholesale distributorship services of interior and exterior home decorative goods, namely, candles, plant hangers, planters, candle lanterns, lamps, clocks, canvas tote bags, decorative garden stones, furniture, ornaments, picture frames, fireplace screens, wall shelves, snow globes, wind chimes, bird houses, coasters, birdfeeders, serving trays, candle accessories, baskets, holders for flowers and plants, flower pots, decorative cloth flags, lawn ornaments, cloth banners, three-dimensional hanging flag sculpture

69 d Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

0246 MARK SERIAL NO. REG. NO. COUNTRY STATUS  
 OWNER FILE DATE REG. DATE CODE/MATTER DOC. NO.

0241 NCEGIFTS.COM 76/166,951 United States Filed  
 New Creative Enterprises, Inc. 11/17/2000 NCE 100 47910

0240 GOODS: Wholesale distributorship services of interior and exterior home decorative goods, namely, candles, plant hangers, planters, candle lanterns, lamps, clocks, canvas tote bags, decorative garden stones, furniture, ornaments, picture frames, fireplace screens, wall shelves, snow globes, wind chimes, bird houses, coasters, birdfeeders, serving trays, candle accessories, baskets, holders for flowers and plants, flower pots, decorative cloth flags, lawn ornaments, cloth banners, three-dimensional hanging flag sculpture

IN THE WIND PRODUCTS & Design 75/005,538 2,145,031 United States Registered

New Creative Enterprises, Inc. 10/13/1995 03/17/1998 NCE 20 35913

CLASS(ES): 24  
 GOODS: Cloth flags and cloth banners

WINDSCULPTS 75/253,438 2,138,958 United States Registered

New Creative Enterprises, Inc. 03/07/1997 02/24/1998 NCE 32 38658

CLASS(ES): 24  
 GOODS: Three-dimensional hanging flag sculpture decorations

SNOWKINS COLLECTION & Design 75/443,728 2,339,154 United States Registered

New Creative Enterprises, Inc. 03/03/1998 04/04/2000 NCE 45 40853

CLASS(ES): 6 20 21 24  
 GOODS: Metal stocking holders and metal plant hangers  
 Wooden lawn ornaments, picture frames  
 Waterball chimes, namely, polyresin figurines enclosed in a glass globe which is attached to wind chimes, wind chimes, nativity sets made of polyresin and polyresin figurines  
 Cloth flags

Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

MARK OWNER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
KATHY HATCH COLLECTION & Design (THE) New Creative Enterprises, Inc.	75/489, 944 05/22/1998	2,351,233 05/23/2000	United States NCE 51	Registered 41305
GOODS: Wooden mounted garden tool sets comprising a hand spade, a hand weeder and hand rake; Wooden caddy for garden tools Wooden birdhouses, wooden bird feeders, wooden butterfly houses, wooden baskets, wooden utensil caddies, and wooden planters				

KATHY HATCH COLLECTION & Design (THE) New Creative Enterprises, Inc.	75/869, 919 12/13/1999	United States NCE 51A	Filed 44613
CLASS(ES): 11 14 15 16 18 20 21 24 25 27			
GOODS: Lamps made of wood Wooden wall clocks Musical birdhouses made of wood Note pad holders made of wood Canvas tote bags, namely diaper bags, and hand bags Wooden jewelry boxes; wooden serving trays; wooden paper towel holders; wooden coaster sets; wooden fire place screens; wooden wall organizers; wooden butterfly houses; wooden wall calendar holders; wooden stools; height gauge made of wood; wood-encased mirror; letter holders made of wood; lawn ornaments composed of wood Flowerpot-shaped votive candles; wind chimes; watering cans; wooden candle boxes, wooden recipe boxes Decorative flags Aprons, hats, and gloves for gardening Textile door mats and garden mats			

SKY SENSATIONS New Creative Enterprises, Inc.	75/845, 704 11/09/1999	United States NCE 74	Filed 44514
CLASS(ES): 24			
GOODS: Three-dimensional cloth flags			

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MARK OWNER	SERIAL NO. FILE DATE	REG. NO. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
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NEW IDEAS FROM CREATIVE PEOPLE	75/869,923		United States	filed
New Creative Enterprises, Inc.	12/13/1999		NCE 75	44614

GOODS: Candles and candle accessories made of wood, metal and polyresin

Plant hangers and planters made of metal; candle accessories made of metal  
Lanterns; lamps

Clocks

Canvas tote bags

Decorative garden stones

Furniture items composed of wood and/or metal; lawn ornaments made of wood; picture frames; fireplace screens made of wood; stools; tables; candle accessories made of wood, planters made of wood; wall shelves; snow globes

Windchimes; birdhouses; coasters; birdfeeders; serving trays; candle accessories made of polyresin; baskets made of wood and ceramic; holders for flowers and plants made of polyresin; ceramic flower pots

Cloth flags; windsocks; lawn ornaments made of nylon; banners

Floor mats

NCE & Design

New Creative Enterprises, Inc. 75/869,924

CLASS(ES): 4 6 11 14 18 19 20 21 12/13/1999

GOODS: Candles and candle accessories made of wood, metal and polyresin

Plant hangers and planters made of metal; candle accessories made of metal

Lanterns; lamps

Clocks

Canvas tote bags

Decorative garden stones

Furniture items composed of wood and/or metal; lawn ornaments made of wood; picture frames; fireplace screens made of wood; stools; tables; candle accessories made of wood, planters made of wood; wall shelves; snow globes

Windchimes; birdhouses; coasters; birdfeeders; serving trays; candle accessories made of polyresin; baskets made of wood and ceramic; holders for flowers and plants made of polyresin; ceramic flower pots

Cloth flags; windsocks; lawn ornaments made of nylon; banners

Floor mats

United States  
NCE 77  
filed  
44615



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MARK  
OWNER

SERIAL NO.  
FILE DATE

REG. NO.  
REG. DATE

COUNTRY  
CODE/MATTER

STATUS  
DOC. NO.

41 PART OF THE LANDSCAPE OF AMERICA

40 New Creative Enterprises, Inc.

CLASS(ES): 20 24

GOODS: Lawn ornaments made of wood; design posts for decorative lawn use  
Decorative flags, windsocks, banners, cloth lawn ornaments

75/942,976  
03/13/2000

United States  
NCE 78

Filed  
45125

PHANTOM FLYERS & Design

New Creative Enterprises, Inc.

CLASS(ES): 24

GOODS: Halloween-themed decorative nylon flags and windsocks

76/022,423  
04/10/2000

United States  
NCE 80A

Filed  
45385

BREZIEES & Design

New Creative Enterprises, Inc.

CLASS(ES): 24

GOODS: Decorative nylon flags

76/017,363  
04/04/2000

2,427,127  
02/06/2001

United States  
NCE 82

Registered  
45318

MEADOW CREEK  
New Creative Enterprises, Inc.

CLASS(ES): 24

GOODS: Decorative nylon cloth flags

76/099,576  
07/31/2000

United States  
NCE 83A

Filed  
46029

IMPRESSIONS  
New Creative Enterprises, Inc.

CLASS(ES): 24

GOODS: Decorative nylon cloth flags

76/100,029  
07/31/2000

United States  
NCE 84A1

Filed  
46028

Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

SERIAL NO.	FILE DATE	REG. NO.	REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
76/099,575	07/31/2000			United States NCE 84A2	Filed 46027

15 CLASS(ES): 27  
 GOODS: Floor mats for use in the home

KERSPLATZ  
 New Creative Enterprises, Inc.  
 CLASS(ES): 20  
 GOODS: Soft sculpture wall and hanging decorations

76/203,387	02/01/2001			United States NCE 89A	Filed 46505
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BOOKINS & Design  
 New Creative Enterprises, Inc.  
 CLASS(ES): 6 11 15 18 20 21 24 27  
 GOODS: Line of collectible items including shepherd's pole; lawn ornaments; decorative signs made of metal  
 Lamps  
 Music boxes  
 Canvas sacks or bags  
 Candle holders made of polyresin, picture frames, jack-o-lantern boxes made of wood  
 Birdhouses, wooden trays, windchimes  
 Decorative Halloween-themed flags  
 Floor mats

76/042,980	05/08/2000			United States NCE 90A	Filed 45594
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WHITE PINE BARTHENMARE  
 New Creative Enterprises, Inc.  
 CLASS(ES): 21  
 GOODS: Ceramic pottery

76/042,979	05/08/2000			United States NCE 91A	Filed 45595
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Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

MARK OWNER	SERIAL NO. FILE DATE	REG. NO. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
THE SQUARE NEST & Design Decorative Concepts, Inc.	76/165,335 11/15/2000		United States NCE 94A	Filed 46383

CLASS(ES): 11 14 16 20 21 31  
 GOODS: Lamps, namely, candle and electric lamps; lamp shades; decorative water fountains, candle lanterns

Clocks  
 Mail dividers  
 Picture frames, cloth pillows, umb rella stands, mirrors, plaques, plate stands, decorative furniture screens, planter stands, wall shelves, tables, coat racks, magazine racks, and window boxes  
 Decorative bowls, vases and votives, planters, decorative plates, glass figurines, bird feeders, decorative trash pails, decorative wall sconces, pitchers, serving trays not of precious metal, ice buckets, candle holders not of precious metal, candle sticks, bird cages, coasters, wine racks, urns, glassware and stoneware goods in the arture of bowls, plates and vases  
 Pressed flowers and dried floral arrangements

IMAGES IN ART  
 New Creative Enterprises, Inc.  
 CLASS(ES): 24  
 GOODS: Decorative nylon cloth flags

76/223,208  
 03/12/2001

United States  
 NCE 99A

Filed  
 46571

# TRADEMARK SECURITY AGREEMENT

**THIS TRADEMARK SECURITY AGREEMENT** (this "**Agreement**") dated as of September 6, 2001, made by **NEW CREATIVE ENTERPRISES, INC.**, an Ohio corporation ("**Grantor**"), in favor of **BANKERS TRUST COMPANY**, a New York banking corporation ("**BTCo**"), acting in its capacity as contractual representative (BTCo, acting in such capacity, "**Administrative Agent**") for itself and each of the other "**Lenders**" (as such term is defined in the Credit Agreement referred to below).

## WITNESSETH:

**WHEREAS**, pursuant to that certain Credit Agreement of even date herewith (such Credit Agreement, as it may be amended, restated, supplemented or otherwise modified and in effect from time to time, being hereinafter referred to as the "**Credit Agreement**"), among Grantor and certain of its affiliates described in the Credit Agreement (collectively, the "**Borrower**"), Administrative Agent and Lenders, Administrative Agent and Lenders have severally agreed to make certain loans and other extensions of credit to or for the account of Borrower upon the terms and subject to the conditions set forth therein;

**WHEREAS**, Grantor and Administrative Agent are parties to a certain General Security Agreement of even date herewith (as amended, restated, supplemented or otherwise modified and in effect from time to time, the "**Security Agreement**"), pursuant to which Grantor has granted a continuing security interest in and to certain of its assets to Administrative Agent for its benefit and the benefit of Lenders; and

**WHEREAS**, Administrative Agent and Lenders have required, as a condition, among others, to the making of any loans or other extensions of credit under the Credit Agreement, that Grantor execute and deliver this Agreement to Administrative Agent for its benefit and for the benefit of Lenders;

**NOW, THEREFORE**, in consideration of the premises and of the mutual covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto hereby agree as follows:

### 1. Defined Terms.

(a) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement. Unless otherwise defined herein or in the Credit Agreement, each capitalized term used herein that is defined in the Security Agreement shall have the meaning specified for such term in the Security Agreement.

(b) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular

provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(c) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. **Incorporation of Premises.** The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. **Incorporation of the Security Agreement.** The Security Agreement and the terms and provisions thereof are hereby incorporated herein in their entirety by this reference thereto.

4. **Security Interest in Trademarks.** To secure the prompt and complete payment, performance and observance when due (whether at stated maturity, by acceleration or otherwise) of all Obligations, and to induce Administrative Agent and each of the Lenders to enter into the Credit Agreement and to make the Loans and other extensions of credit provided for therein in accordance with the respective terms thereof, Grantor hereby grants to Administrative Agent for its benefit and the benefit of Lenders a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of Grantor's now owned or existing and hereafter acquired or arising:

(a) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the registered trademarks, trademark applications, registered service marks and service mark applications listed on **Schedule A** attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (iii) the right to sue for past, present and future infringements and dilutions thereof, (iv) the goodwill of Grantor's business symbolized by the foregoing and connected therewith, and (v) all of Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in **clauses (i)-(v)** in this **paragraph 4(a)**, are sometimes hereinafter individually and/or collectively referred to as the "**Trademarks**");

(b) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on **Schedule B** attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and the right to prepare for sale and sell any and all Inventory now or hereafter owned by Grantor and

now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "**Licenses**"); and

(c) all proceeds of all the foregoing.

**5. Restrictions on Future Agreements.** Grantor will not, without Administrative Agent's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, except for those license agreements which Grantor enters into for the purpose of protecting or maintaining the validity or enforcement of the rights granted to Administrative Agent under this Agreement, and Grantor further agrees that it will not take any action, and will use its best efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which could reasonably be expected to affect in any material respect the validity or enforcement of the rights granted to Administrative Agent under this Agreement.

**6. New Trademarks and Licenses.** Grantor represents and warrants that, as of the Closing Date, (a) the Trademarks listed on **Schedule A** include all of the registered trademarks, trademark applications, registered service marks and service mark applications now owned or held by Grantor, (b) the Licenses listed on **Schedule B** include all of the trademark license agreements and service mark license agreements under which Grantor is the licensee or licensor and (c) other than Permitted Liens, no Liens thereon have been granted by Grantor to any Person other than Administrative Agent. If, prior to the termination of this Agreement, Grantor shall (i) obtain rights to any new registered trademarks, trademark applications, registered service marks or service mark applications, (ii) become entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, service marks, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor, or (iii) enter into any new trademark license agreement or service mark license agreement, the provisions of **paragraph 4** above shall automatically apply thereto. Grantor shall give to Administrative Agent written notice of events described in **clauses (i), (ii) and (iii)** of the preceding sentence promptly after the occurrence thereof, but in any event not less frequently than on a quarterly basis. Grantor hereby undertakes to modify and update (i) **Schedule A** to include any future registered trademarks, trademark applications, registered service marks and service mark applications and (ii) **Schedule B** to include any future trademark license agreements and service mark license agreements, which are Trademarks or Licenses under **paragraph 4** above or under this **paragraph 6**. Grantor hereby authorizes Administrative Agent to file, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on **Schedule A** or **B** thereto, as the case may be, such future registered trademarks, trademark applications, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

**7. Royalties.** Grantor hereby agrees that the use by Administrative Agent of the Trademarks and Licenses as authorized hereunder in connection with Administrative Agent's exercise of its rights and remedies under **paragraph 15** or pursuant to **Section 10** of the Security Agreement shall be coextensive with Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from Administrative Agent or any Lender to Grantor.

8. **Right to Inspect; Further Assignments and Security Interests.** Administrative Agent may at all reasonable times (and at any time when an Event of Default exists) have access to, examine, audit, make copies (at Grantor's expense) and extracts from and inspect Grantor's premises and examine Grantor's books, records and operations relating to the Trademarks and Licenses; **provided, that** in conducting such inspections and examinations, Administrative Agent shall use reasonable efforts not to disturb unnecessarily the conduct of Grantor's ordinary business operations. From and after the occurrence and during the continuance of an Event of Default, Grantor agrees that Administrative Agent, or a conservator appointed by Administrative Agent, shall have the right to establish such reasonable additional product quality controls as Administrative Agent or such conservator, in its sole and absolute judgment, may deem necessary to assure maintenance of the quality of products sold by Grantor under the Trademarks and the Licenses or in connection with which such Trademarks and Licenses are used. Grantor agrees **(i)** not to sell or assign its respective interests in, or grant any license under, the Trademarks or the Licenses without the prior and express written consent of Administrative Agent, **(ii)** to maintain the quality of such products as of the date hereof, and **(iii)** except in accordance with the Grantor's commercially reasonable business judgment not to change the quality of such products in any material respect without Administrative Agent's prior and express written consent.

9. **Nature and Continuation of Administrative Agent's Security Interest; Termination of Administrative Agent's Security Interest.** This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been indefeasibly paid and satisfied in full in cash and the Credit Agreement, the Security Agreement and all of the other Credit Documents have terminated pursuant to the respective terms and provisions thereof. When this Agreement has terminated, Administrative Agent shall promptly execute and deliver to Grantor, at Grantor's expense, all termination statements and other instruments as Grantor may deem necessary or proper to terminate Administrative Agent's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by Administrative Agent pursuant to this Agreement or the Security Agreement.

10. **Duties of Grantor.** Grantor shall have the duty, to the extent desirable in the normal conduct of Grantor's business, to: **(i)** prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and **(ii)** make application for trademarks or service marks that are necessary in the operation of Grantor's business. Grantor further agrees **(i)** not to abandon any Trademark or License without the prior written consent of Administrative Agent, and **(ii)** to use its best efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be necessary or economically desirable in the operation of Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by Grantor. Neither Administrative Agent nor any Lender shall have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, neither Administrative Agent nor any Lender shall be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but may do so at its option from and after the

occurrence and during the continuance of an Event of Default, and all expenses incurred in connection therewith shall be for the sole account of Grantor and shall be added to the Obligations secured hereby.

**11. Administrative Agent's Right to Sue.** From and after the occurrence and during the continuance of an Event of Default, Administrative Agent shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if Administrative Agent shall commence any such suit, Grantor shall, at the request of Administrative Agent, do any and all lawful acts and execute any and all proper documents reasonably required by Administrative Agent in aid of such enforcement. Grantor shall, upon demand, promptly reimburse Administrative Agent and each of the Lenders for all reasonable costs and expenses incurred by Administrative Agent in the exercise of its rights under this **paragraph 11** (including, without limitation, reasonable fees and expenses of attorneys and paralegals for Administrative Agent).

**12. Waivers.** Failure by Administrative Agent or any of the Lenders at any time or times hereafter to require strict performance by Grantor of any provision of this Agreement shall not waive, affect or diminish any right of Administrative Agent or any of the Lenders thereafter to demand strict compliance and performance therewith nor shall any course of dealing between Grantor and Administrative Agent or any of the Lenders have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of Grantor contained in this Agreement shall be deemed to have been suspended or waived by Administrative Agent or any of the Lenders unless such suspension or waiver is in writing signed by an officer of Administrative Agent or any of the Lenders and directed to Grantor specifying such suspension or waiver.

**13. Severability.** Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

**14. Modification.** This Agreement cannot be altered, amended or modified in any way, except by a writing signed by the parties hereto.

**15. Cumulative Remedies; Power of Attorney.** Grantor hereby irrevocably designates, constitutes and appoints Administrative Agent (and all Persons designated by Administrative Agent in its sole and absolute discretion) as Grantor's true and lawful attorney-in-fact, with full power of substitution, and authorizes Administrative Agent and any of Administrative Agent's designees, in Grantor's or Administrative Agent's name, upon the occurrence and during the continuance of an Event of Default and the giving by Administrative Agent of notice to Grantor of Administrative Agent's intention to enforce its rights and claims against Grantor, to take any action and execute any instrument which Administrative Agent may



deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, to (i) endorse Grantor's name on all applications, documents, papers and instruments necessary or desirable for Administrative Agent in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses, to anyone on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as Administrative Agent deems in its and the Lenders' best interests. Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been indefeasibly paid and satisfied in full in cash and the Security Agreement, the Credit Agreement and each of the other Credit Documents shall have terminated pursuant to the respective terms and provisions thereof. Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of Administrative Agent or any of the Lenders under the Security Agreement, but rather is intended to facilitate the exercise of such rights and remedies.

Administrative Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, the Security Agreement and any of the other Credit Documents, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction from time to time in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence of an Event of Default and the election by Administrative Agent to exercise any of its remedies under Section 9-610 or Section 9-620 of the Uniform Commercial Code with respect to the Trademarks and Licenses, Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to Administrative Agent or any transferee of Administrative Agent and to execute and deliver to Administrative Agent or any such transferee all such agreements, documents and instruments as may be necessary, in Administrative Agent's sole discretion, to effect such assignment, conveyance and transfer. All of Administrative Agent's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by the Security Agreement, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, Administrative Agent may exercise any of the rights and remedies provided in this Agreement, the Security Agreement and any of the other Credit Documents. Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least five (5) Business Days before such disposition; **provided, that** Administrative Agent may give any shorter notice that is commercially reasonable under the circumstances.

**16. Successors and Assigns.** This Agreement and all obligations of Grantor hereunder shall be binding upon the successors and assigns of Grantor and shall, together with the rights and remedies of Administrative Agent and each of the Lenders hereunder, inure to the benefit of Administrative Agent and the Lenders and their respective successors and assigns.

17. **Notices.** Except as otherwise provided herein, whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communications shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give or serve upon any other communication with respect to this Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given (and deemed to have been given) in the manner and to the respective addresses set forth in **Section 11.5** of the Credit Agreement. Failure or delay in delivering copies of any such notice, demand, request, consent, approval, declaration or other communication to any Persons designated in the Credit Agreement to receive copies shall in no way adversely affect the effectiveness of such notice, demand, request, consent, approval, declaration or other communication.

18. **GOVERNING LAW. THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT SHALL, PURSUANT TO NEW YORK GENERAL OBLIGATIONS LAW SECTION 5-1401, BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF NEW YORK.**

19. **Section Titles.** The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

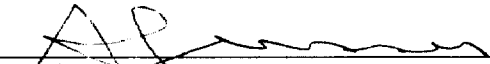
20. **Execution in Counterparts.** This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement. Any such counterpart which may be delivered by facsimile transmission shall be deemed the equivalent of an originally signed counterpart and shall be fully admissible in any enforcement proceedings regarding this Agreement.

21. **Merger.** This Agreement and the Credit Documents represent the final agreement of Grantor and Administrative Agent with respect to the matters contained herein and may not be contradicted by evidence of prior or contemporaneous agreements, or subsequent oral agreements, between Grantor and Administrative Agent or between Grantor and any of the Lenders.

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Signature Page Follows*

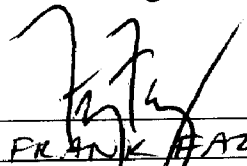
IN WITNESS WHEREOF, Administrative Agent and Grantor have each caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

NEW CREATIVE ENTERPRISES, INC., an Ohio corporation

By:   
Name: ANDREA GEISSER  
Title: VICE PRESIDENT

ACCEPTED AND AGREED TO AS OF THE 14 DAY OF September, 2001

BANKERS TRUST COMPANY,  
as Administrative Agent

By:   
Name: FRANK FAZIO  
Title: DIRECTOR

STATE OF New York )  
 ) SS  
COUNTY OF New York )

The foregoing Trademark Security Agreement was acknowledged before me this 6<sup>th</sup> day of September 2001 by ANDREA GEISER, the VICE PRESIDENT of **NEW CREATIVE ENTERPRISES, INC.**, an Ohio corporation, on behalf of such corporation.

Elizabeth P. Kennedy  
Notary Public  
New York County, NY

My commission expires:  
Oct. 19, 2002

NOTARY PUBLIC  
STATE OF NEW YORK  
COMMISSION EXPIRES  
12

STATE OF New York )  
 ) SS  
COUNTY OF New York . )

The foregoing Trademark Security Agreement was acknowledged before me this 6<sup>th</sup> day of September, 2001 by FRANK FAZIO, the DIRECTOR of **BANKERS TRUST COMPANY**, a New York banking corporation, on behalf of such corporation.

Elizabeth P. Kennedy  
Notary Public  
New York County, NY

My commission expires:

Oct. 19, 2002

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Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

513 241 0246

MARK  
OWNER

SERIAL NO.  
FILE DATE

REG. NO.  
REG. DATE

COUNTRY  
CODE/MARKER

STATUS  
DOC. NO.

TETERS

Decorative Concepts, Inc.

CLASS(ES): 26

GOODS: Artificial flowers

76/168, 785  
11/22/2000

United States  
DCIN

Filed  
47912

DECORATIVE CONCEPTS INCORPORATED  
Decorative Concepts, Inc.

CLASS(ES):

GOODS:

76/167, 612  
11/20/2000

United States  
DCIN 03

Filed  
47628

DECORATIVE CONCEPTS INCORPORATED  
Decorative Concepts, Inc.

CLASS(ES):

GOODS:

76/166, 959  
11/17/2000

United States  
DCIN 04

Filed  
47629

WOOD, HERRON, & EVANS

DECORATIVE CONCEPTS INCORPORATED  
Decorative Concepts, Inc.

CLASS(ES):

GOODS:

76/167, 611  
11/20/2000

United States  
DCIN 05

Filed  
47630

DECORATIVE CONCEPTS INCORPORATED  
Decorative Concepts, Inc.

CLASS(ES):

GOODS:

76/167, 608  
11/20/2000

United States  
DCIN 06

Filed  
47626

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Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

51 13 241 0246  
 MARK  
 OWNER  
 THE SQUARE NEST A DECORATIVE CONCEPTS COMPANY  
 Decorative Concepts, Inc.  
 CLASS(ES):  
 GOODS:

SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
76/165,335 11/15/2000		United States DCIN 07	Filed 47631

DECORATIVE CONCEPTS INCORPORATED  
 Decorative Concepts, Inc.  
 CLASS(ES):  
 GOODS:

76/166,952 11/17/2000		United States DCIN 08	Filed 47625
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DECORATIVE CONCEPTS INCORPORATED  
 Decorative Concepts, Inc.  
 CLASS(ES):  
 GOODS:

76/166,953 11/17/2000		United States DCIN 09	Filed 47632
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WOOD, HERRON, & EVANS  
 DECORATIVE CONCEPTS INCORPORATED  
 Decorative Concepts, Inc.  
 CLASS(ES):  
 GOODS:

76/166,954 11/17/2000		United States DCIN 10	Filed 47633
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DECORATIVE CONCEPTS INCORPORATED  
 Decorative Concepts, Inc.  
 CLASS(ES):  
 GOODS:

76/166,955 11/17/2000		United States DCIN 11	Filed 47634
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517 241 0246

MARK OWNER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
DECORATIVE CONCEPTS INCORPORATED	76/166, 956		United States DCIN 12	Filed 47636
Decorative Concepts, Inc.	11/17/2000			
CLASS(ES):				
GOODS:				

DECORATIVE CONCEPTS INCORPORATED	76/167, 614		United States DCIN 13	Filed 47637
Decorative Concepts, Inc.	11/20/2000			
CLASS(ES):				
GOODS:				

DECORATIVE CONCEPTS INCORPORATED	76/166, 957		United States DCIN 15	Filed 47638
Decorative Concepts, Inc.	11/17/2000			
CLASS(ES):				
GOODS:				

DECORATIVE CONCEPTS INCORPORATED	76/167, 613		United States DCIN 16	Filed 47639
Decorative Concepts, Inc.	11/20/2000			
CLASS(ES):				
GOODS:				

DECORATIVE CONCEPTS INCORPORATED	76/167, 609		United States DCIN 17	Filed 47640
Decorative Concepts, Inc.	11/20/2000			
CLASS(ES):				
GOODS:				

SEP-06-2001 11:36



Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

0246 0241 0241 0246

MARK OWNER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
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ALDIK Decorative Concepts, Inc.	76/166,958 11/17/2000		United States DCIN 18	Filed 47913
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GOODS: Candle accessories, not of precious metal, namely, candle holders, made of polyresin, glass or ceramic; flower pots made of wood and ceramic; holders for flowers and plants made of polyresin  
Artificial flowers  
Wholesale of interior decorative goods, namely, candle holders, flower pots, holders for flowers and plants, and artificial flowers via a global network

SUPERSILK Decorative Concepts, Inc.	76/182,248 12/19/2000		United States DCIN 19	Filed DCIN 47911
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CLASS(ES): 26  
GOODS: Artificial flowers

FLAG GUARD New Creative Enterprises, Inc.	74/551,114 07/19/1994	1,949,685 01/16/1996	United States NCE 07	Registered 33849
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GOODS: Fade retardant solution applied to cloth items, namely flags and windsocks

NCEGIFTS.COM New Creative Enterprises, Inc.	76/166,951 11/17/2000		United States NCE 100	Filed 46575
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CLASS(ES): 42  
GOODS: Wholesale distributorship services of interior and exterior home decorative goods, namely, candles, plant hangers, planters, candle lanterns, lamps, clocks, canvas tote bags, decorative garden stones, furniture, ornaments, picture frames, fireplace screens, wall shelves, snow globes, wind chimes, bird houses, coasters, birdfeeders, serving trays, candle accessories, baskets, holders for flowers and plants, flower pots, decorative cloth flags, lawn ornaments, cloth banners, three-dimensional hanging flag sculpture

Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

MARK OWNER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
NCREGIFTS.COM New Creative Enterprises, Inc.	76/166,951 11/17/2000		United States NCE 100	Filed 47910

GOODS: Wholesale distributorship services of interior and exterior home decorative goods, namely, candles, plant hangers, planters, candle lanterns, lamps, clocks, canvas tote bags, decorative garden stones, furniture, ornaments, picture frames, fireplace screens, wall shelves, snow globes, wind chimes, bird houses, coasters, birdfeeders, serving trays, candle accessories, baskets, holders for flowers and plants, flower pots, decorative cloth flags, lawn ornaments, cloth banners, three-dimensional hanging flag sculpture

IN THE WIND PRODUCTS & Design

New Creative Enterprises, Inc.

CLASS(ES): 24

GOODS: Cloth flags and cloth banners

75/005,538

2,145,031

United States

Registered

10/13/1995

03/17/1998

NCE 20

35913

WINDSCULPTS

New Creative Enterprises, Inc.

CLASS(ES): 24

GOODS: Three-dimensional hanging flag sculpture decorations

75/253,438

2,138,958

United States

Registered

03/07/1997

02/24/1998

NCE 32

38658

SNOWKINS COLLECTION & Design  
New Creative Enterprises, Inc.

CLASS(ES): 6 20 21 24

GOODS: Metal stocking holders and metal plant hangers  
Wooden lawn ornaments, picture frames  
Waterball chimes, namely, polyresin figurines enclosed in a glass globe which is attached to wind chimes, wind chimes, nativity sets made of polyresin and polyresin figurines  
Cloth flags

75/443,728

2,339,154

United States

Registered

03/03/1998

04/04/2000

NCE 45

40853

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MARK  
OWNER

SERIAL NO.  
FILE DATE

REG. NO.  
REG. DATE

COUNTRY  
CODE/MATYTER

STATUS  
DOC. NO.

N41 N46  
N11 N15

KATHY HATCH COLLECTION & Design (THE)  
New Creative Enterprises, Inc.

75/489,944  
05/22/1998

2,351,233  
05/23/2000

United States  
NCE 51

Registered  
41305

GOODS: Wooden mounted garden tool sets comprising a hand spade, a hand weeder and hand rake;  
wooden caddy for garden tools

Wooden birdhouses, wooden bird feeders, wooden butterfly houses, wooden baskets, wooden  
utensil caddies, and wooden planters

KATHY HATCH COLLECTION & Design (THE)  
New Creative Enterprises, Inc.

75/869,919  
12/13/1999

United States  
NCE 51A

Filed  
44613

GOODS: Lamps made of wood

Wooden wall clocks  
Musical birdhouses made of wood

Note pad holders made of wood

Canvas tote bags, namely diaper bags, and hand bags

Wooden jewelry boxes; wooden serving trays; wooden paper towel holders; wooden coaster

sets; wooden fire place screens; wooden wall organizers; wooden butterfly houses; wooden

wall calendar holders; wooden stools; height gauge made of wood; wood-encased mirror;

letter holders made of wood; lawn ornaments composed of wood

Flowerpot-shaped votive candles; wind chimes; watering cans; wooden candle boxes, wooden

recipe boxes

Decorative flags  
Aprons, hats, and gloves for gardening

Textile door mats and garden mats

WOOD, HERRON, & EVANS

SKY SENSATIONS  
New Creative Enterprises, Inc.

75/845,704  
11/09/1999

United States  
NCE 74

Filed  
44514

GOODS: Three-dimensional cloth flags

11:00

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MARK OWNER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
NEW IDEAS FROM CREATIVE PEOPLE	75/869,923		United States	filed
	12/13/1999		NCE 75	44614

NEW Creative Enterprises, Inc.  
 CLASS(ES): 4 6 11 14 18 19 20 21 24 27  
 GOODS: Candles and candle accessories made of wood, metal and polyresin  
 plant hangers and planters made of metal; candle accessories made of metal  
 lanterns; lamps

Decorative garden stones  
 Canvas tote bags  
 Furniture items composed of wood and/or metal; lawn ornaments made of wood; picture frames; fireplace screens made of wood; stools; tables; canide accessories made of wood, planters made of wood; wall shelves; snow globes  
 Windchimes; birdhouses; coasters; birdfeeders; serving trays; candle accessories made of polyresin; baskets made of wood and ceramic; holders for flowers and plants made of polyresin; ceramic flower pots  
 Cloth flags; windsocks; lawn ornaments made of nylon; banners  
 Floor mats

NCE & Design  
 New Creative Enterprises, Inc. 75/869,924  
 CLASS(ES): 4 6 11 14 18 19 20 21 24 27 12/13/1999  
 United States  
 NCE 77  
 Filed  
 44615

WOOD, HARRISON & EVANS  
 GOODS: Candles and candle accessories made of wood, metal and polyresin  
 plant hangers and planters made of metal; candle accessories made of metal  
 lanterns; lamps  
 Clocks  
 Canvas tote bags  
 Decorative garden stones  
 Furniture items composed of wood and/or metal; lawn ornaments made of wood; picture frames; fireplace screens made of wood; stools; tables; candle accessories made of wood, planters made of wood; wall shelves; snow globes  
 Windchimes; birdhouses; coasters; birdfeeders; serving trays; candle accessories made of polyresin; baskets made of wood and ceramic; holders for flowers and plants made of polyresin; ceramic flower pots  
 Cloth flags; windsocks; lawn ornaments made of nylon; banners  
 Floor mats

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MARK OWNER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
41 PART OF THE LANDSCAPE OF AMERICA	75/942,976		United States	Filed
42 New Creative Enterprises, Inc.	03/13/2000		NCE 78	45125
43 CLASS(ES): 20 24				
44 GOODS: Lawn ornaments made of wood; design posts for decorative lawn use				
45 Decorative flags, windsocks, banners, cloth lawn ornaments				

PHANTOM FLYERS & Design	76/022,423		United States	Filed
New Creative Enterprises, Inc.	04/10/2000		NCE 80A	45385
CLASS(ES): 24				
GOODS: Halloween-themed decorative nylon flags and windsocks				

BREZERS & Design	76/017,363	2,427,127	United States	Registered
New Creative Enterprises, Inc.	04/04/2000	02/06/2001	NCE 82	45318
CLASS(ES): 24				
GOODS: Decorative nylon flags				

MEADOW CREEK	76/099,576		United States	Filed
New Creative Enterprises, Inc.	07/31/2000		NCE 83A	46029
CLASS(ES): 24				
GOODS: Decorative nylon cloth flags				

IMPRESSIONS				
New Creative Enterprises, Inc.	76/100,029		United States	Filed
CLASS(ES): 24	07/31/2000		NCE 84A1	46028
GOODS: Decorative nylon cloth flags				

1.1.1.1 Trademark Property of New Creative Enterprises, Inc. and Decorative Concepts, Inc.

MARK OWNER	SERIAL NO. FILE DATE	REG. NO. REG. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
IMPRESSIONS New Creative Enterprises, Inc.	76/099, 575 07/31/2000		United States NCE 84A2	Filed 46027
GOODS: Floor mats for use in the home				

KERSPLATZ New Creative Enterprises, Inc.	76/203, 387 02/01/2001		United States NCE 89A	Filed 46505
CLASS(ES): 20				
GOODS: Soft sculpture wall and hanging decorations				

BOOKINGS & Design New Creative Enterprises, Inc.	76/042, 980 05/08/2000		United States NCE 90A	Filed 45594
CLASS(ES): 6 11 15 18 20 21 24 27				
GOODS: Line of collectible items including shepherd's pole; lawn ornaments; decorative signs made of metal				
Lamps				
Music boxes				
Canvas sacks or bags				
Candle holders made of polyresin, picture frames, jack-o-lantern boxes made of wood				
Birdhouses, wooden trays, windchimes				
Decorative Halloween-themed flags				
Floor mats				

WHITE PINE BARTHENWARE New Creative Enterprises, Inc.	76/042, 979 05/08/2000		United States NCE 91A	Filed 45595
CLASS(ES): 21				
GOODS: Ceramic pottery				

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MARK OWNER	SERIAL NO. FILE DATE	REG. NO. DATE	COUNTRY CODE/MATTER	STATUS DOC. NO.
THE SQUARE NEST & Design	76/165,335		United States	Filed
Decorative Concepts, Inc.	11/15/2000		NCE 99A	46383

CLASS(ES): 11 14 16 20 21 31  
 GOODS: Lamps, namely, candle and electric lamps; lamp shades; decorative water fountains, candle lanterns

Clocks  
 Mail dividers  
 Picture frames, cloth pillows, umbrella stands, mirrors, plaques, plate stands, decorative furniture screens, planter stands, wall shelves, tables, coat racks, magazine racks, and window boxes  
 Decorative bowls, vases and votives, planters, decorative plates, glass figurines, bird feeders, decorative trash pails, decorative wall sconces, pitchers, serving trays not of precious metal, ice buckets, candle holders not of precious metal, candle sticks, bird cages, coasters, wine racks, urns, glassware and stoneware goods in the nature of bowls, plates and vases  
 Pressed flowers and dried floral arrangements

IMAGES IN ART  
 New Creative Enterprises, Inc.  
 CLASS(ES): 24  
 GOODS: Decorative nylon cloth flags

76/223,208  
 03/12/2001  
 United States  
 NCE 99A  
 Filed  
 46571