

10-09-2001
101867225

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): TRI-COASTAL DESIGN GROUP INC. 10-2-01
 Individual(s) Association
 General Partnership Limited Partnership
 Corporation-State
 Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: PNC Bank, National Association
Internal Address:
Address:
Street Address: Two Tower Center
City: East Brunswick State: NJ Zip: 08816
 Individual(s) citizenship
 Association
 General Partnership
 Limited Partnership OCT - 2
 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: September 12, 2001

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
76/025617
76/025620
Additional number(s) attached Yes No

B. Trademark Registration No.(s)
2,362,358

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Brett R. Harris, Esq.
Internal Address: Wilentz, Goldman & Spitzer, P.A.
Street Address: 90 Woodbridge Center Drive
City: Woodbridge State: NJ Zip: 07095

6. Total number of applications and registrations involved: 67
7. Total fee (37 CFR 3.41) \$1,690.00
 Enclosed
 Authorized to be charged to deposit account
8. Deposit account number:
(Attach duplicate copy of this page if paying by deposit account)

DO NOT USE THIS SPACE

9. Statement and signature.
To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document
Brett R. Harris, Esq. [Signature] 2 October 2001 [Date]
Name of Person Signing Signature Date
Total number of pages including cover sheet, attachments, and document 22

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

10/09/2001 LMUELLER 00000159 76025617
01 FC:481 40.00 OP
02 FC:482 1650.00 OP

CONTINUATION OF ITEM 1

1. Name of conveying party(ies):

Loop Design Co., Inc.

X Corporation

CONTINUATION OF ITEM 4

| MARK | SERIAL NUMBER |
|---------------|--------------------------|
| HAIR VITAMINS | 76/025619 |
| HAIR MAIL | 75/795616 |
| UMA | 75/869689 |
| UMA | 75/869686 |
| UMA | 75/869685 |
| UMA | 75/869688 |
| UMA | 75/869687 |
| VERSION | 75/869694 |
| VERSION | 75/869690 |
| VERSION | 75/869693 |
| LOOP | 75/869672 |
| AVERSION | 76/004907 |
| AVERSION | 76/004906 |
| AVERSION | 76/004904 |
| AVERSION | 76/04905 |
| AVERSION | 76/004913 |
| INVERSION | 76/005073 |
| INVERSION | 76/004145 |

| | |
|--------------|-----------|
| INVERSION | 76/004914 |
| INVERSION | 76/019648 |
| INVERSION | 76/005074 |
| CONVERSION | 76/004908 |
| CONVERSION | 76/004144 |
| CONVERSION | 76/004918 |
| PERVERSION | 76/004920 |
| PERVERSION | 76/004916 |
| PERVERSION | 76/004919 |
| PERVERSION | 76/004915 |
| PERVERSION | 76/004923 |
| TRANSVERSION | 76/004917 |
| TRANSVERSION | 76/004900 |
| TRANSVERSION | 76/004922 |
| TRANSVERSION | 76/004921 |
| TRANSVERSION | 76/004924 |
| ANGEL | 76/152747 |
| PRINCESS | 76/152733 |
| VERSION | 75/869691 |
| VERSION | 75/869692 |
| LOOP | 75/869624 |
| ANGEL | 76/152743 |
| ANGEL | 76/152744 |
| PRINCESS | 76/152730 |

| | |
|----------------|-----------|
| DOT | 76/152820 |
| CDATA | 76/152817 |
| VIBE | 76/152813 |
| LOOP TO LOOP | 76/222330 |
| HAIR VITAMINS | 76/025616 |
| HAIR SNAPS | 75/795617 |
| CONVERSION | 76/004910 |
| ANGEL | 76/152745 |
| ANGEL | 76/152746 |
| ANGEL | 76/152741 |
| ANGEL | 76/152742 |
| PRINCESS | 76/152732 |
| PRINCESS | 76/152731 |
| PRINCESS | 76/152728 |
| PRINCESS | 76/152729 |
| PRINCESS | 76/152727 |
| DOT | 76/152819 |
| CLIP PAC | 76/152810 |
| TOOL PAC | 76/152811 |
| SLEEVE SCRUNCH | 76/222332 |
| MULTIPACK | 76/222331 |
| OPEN | 76/152806 |

**PATENTS, TRADEMARKS
AND COPYRIGHTS SECURITY AGREEMENT**

THIS PATENTS, TRADEMARKS AND COPYRIGHTS SECURITY AGREEMENT is made on the 12th day of September, 2001 between TRI-COASTAL DESIGN GROUP INC., a corporation of the State of New Jersey ("Tri-Coastal"), and LOOP DESIGN CO., INC., a corporation of the State of New Jersey ("Loop") (collectively with Tri-Coastal, the "Assignor"), both having their principal offices at 905 Murray Road, East Hanover, New Jersey 07936, and PNC BANK, NATIONAL ASSOCIATION, having an office at Two Tower Center, East Brunswick, New Jersey 08816, as Agent for the Lenders under the Loan Agreement (as such terms are hereinafter defined). Capitalized terms not defined herein shall have the meanings ascribed to them in the Credit Agreement (as defined below).

WITNESSETH:

WHEREAS, Assignor has executed its Revolving Credit and Security Agreement (as same may be amended, modified or supplemented from time to time, the "Credit Agreement") and other loan documents executed in connection therewith (all of which are collectively referred to as the "Other Documents") to Lenders to secure loans by Lenders to Assignor and others in the aggregate amount of \$20,000,000; and

WHEREAS, the Assignor owns the United States copyrights which have been registered with the United States Copyright Office and has made applications for a United States copyright registration with the United States Copyright office with respect to applications listed on Schedule A hereto ("Copyrights"), owns the United States patents and the applications for a United States patents listed on Schedule B ("Patents"), and owns the United States trademark applications and trademarks listed in Schedule C hereto, along with the good-will of the Assignor to which such trademark applications and trademarks relate ("Trademarks"); and

WHEREAS, pursuant to the Credit Agreement, the Assignor is required to and has conveyed and granted to Lenders a security interest in, among other things, all right, title and interest of the Assignor in, to and under all of the Assignor's Copyrights, Patents and Trademarks, whether presently existing or hereafter arising or acquired, and all products, substitutions, replacements and proceeds thereof to secure all obligations of the Assignor to Lenders, including contingent obligations; and

NOW, THEREFORE, for good and valuable consideration, the receipt of which is hereby acknowledged, the Assignor does hereby absolutely grant and convey to Lenders a security interest in, all of the Assignor's right, title and interest in, to and under the following, whether presently existing or hereafter arising or acquired:

- (a) Each of the Copyrights which are presently, or in the future may be, owned by the Assignor, in whole or in part, as well as any application for a United States copyright registration now or hereafter made with the United States Copyright Office by the Assignor, as the same may be updated hereafter from time to time;
- (b) Each of the Patents, which are presently, or in the future may be owned by the Assignor, in whole or in part, as well as all applications for United States patents now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time; and
- (c) Each of the Trademarks, which are presently, or in the future may be owned by the Assignor, in whole or in part, together with the good-will associated with each Trademark, as well as all applications for Trademarks now or hereafter owned by the Assignor, as the same may be updated hereafter from time to time.

Said security interest includes, without limitation, all proceeds thereof, the right to sue for past, present, and future infringements thereof, all rights corresponding thereto throughout the world, and all reissues, divisions, continuations, renewals, extensions and continuations-in-part thereof.

1) Assignor covenants and warrants that:

(a) to the best of its knowledge, it is the true and lawful exclusive owner of all the Copyrights listed on Schedule A and that said Copyrights constitute all the United States Copyrights registered in the United States Copyright Office and applications for United States Copyrights that the Assignor now owns;

(b) to the best of its knowledge, it is the true and lawful exclusive owner and/or intended assignee of all the Patents listed on Schedule B and that said Patents constitute all the United States Patents registered in the United States Patent and Trademark Office and applications for United States Patents that the Assignor now owns;

(c) to the best of its knowledge, it is the true and lawful exclusive owner of all the Trademarks listed on Schedule C and that said Trademarks constitute all the United States Trademarks registered in the United States Patent and Trademark Office and applications for Trademarks that the Assignor now owns;

(d) The Assignor agrees, at Lenders' request, on a semi-annual basis to execute such additional agreements with respect to any new Patent, Trademark and/or Copyright in which the Assignor hereinafter obtains rights. The Assignor further warrants that it is not aware of any third party claim that any of the aspects of the Assignor's present or contemplated business operations infringe or will infringe on any Patent, Trademark or Copyright, except as disclosed on Schedule 5.9 to the Credit Agreement. The Assignor grants to Lenders an absolute power of attorney to sign any document which will be required by the United States Copyright Office or the United States Patent and Trademark Office in order to record the security interest in the Patents, Trademarks and Copyrights;

(e) except as disclosed on Schedule 5.9 to the Credit Agreement and the schedules attached hereto, the Patents, Trademarks and Copyrights are subsisting and have not been adjudged invalid or unenforceable;

(f) Each of the Patents, Trademarks and Copyrights is valid and enforceable;

(g) to the best of its knowledge, Assignor is the sole and exclusive owner of the entire and unencumbered right, title and interest in and to each of the Patents, Trademarks and Copyrights except as disclosed on Schedule 5.9 to the Credit Agreement, free and clear of any liens, charges and encumbrances, including without limitation pledges, assignments, licenses, registered user agreements, and covenants by Assignor not to sue third persons, other than the assignment to Lenders pursuant to this Agreement;

(h) Assignor has the unqualified right to enter into this Agreement and perform its terms;

(i) Assignor believes it has used, and will use it's best efforts to continue to use for the duration of this Agreement, proper statutory notice in connection with its use of the Patents, Trademarks and Copyrights;

(j) Assignor has used, and will continue to use for the duration of this Agreement, consistent standards of quality in its manufacture or use of products sold under the Trademarks;

(k) At its own expense, the Assignor shall make timely payment of all post-issuance fees required pursuant to 35 U.S.C. Sec. 41 to maintain in force rights under each Patent, to the extent that Assignor, in the exercise of its reasonable business judgment, deems advisable;

(l) The Assignor hereby agrees not to divest itself of any right under any Copyright, Trademark and/or Patent, which divestiture could have a material adverse effect on Assignor's business, its properties, or its ability to perform its obligations under the Credit Agreement; and

(m) The Assignor agrees to promptly, upon learning thereof, furnish Lenders in writing all pertinent information available to the Assignor with respect to any infringement or other violation of the Assignor's rights in any Copyright, Trademark and/or Patent, which infringement or violation could have a material adverse effect on the Assignor, its properties or its ability to perform its obligations under the Credit Agreement and other Loan Documents (as defined in the Credit Agreement). To the extent that the Assignor in the exercise of its reasonable business judgment deems advisable, the Assignor further agrees to prosecute any Persons infringing upon any Copyright, Trademark and/or Patent to the extent such infringement could have a material adverse affect on the Assignor, its properties or its ability to perform its obligations under the Credit Agreement or other Loan Documents.

- 2) Subject to the provisions of the Credit Agreement, Assignor hereby grants to Lenders and its employees and agents the right to visit Assignor's facilities (during normal business hours and upon reasonable notice) which maintain or store products sold under any of the Patents, Trademarks, or Copyrights, and to inspect the products and quality control records relating thereto. Assignor shall do any and all acts reasonably required by Lenders to ensure Assignor's compliance herewith.
- 3) Assignor agrees that, until all of the Obligations shall have been satisfied in full, it will not enter into any agreement which is inconsistent with Assignor's obligations under this Agreement, without Lenders' prior written consent, such consent not to be unreasonably withheld.
- 4) If, before the Obligations have been satisfied in full, Assignor shall obtain rights to any new Trademark, any new Copyright, or any new patentable inventions, or become entitled to the benefit of any patent application or patent for reissue, division, continuation, renewal, extension, or continuation-in-part of any Patent or any improvement on any Patent, the provisions hereof shall automatically apply thereto and Assignor shall give to Lenders prompt notice thereof in writing.
- 5) Assignor authorizes Lenders to modify this Agreement by amending Schedules A, B, and C to include any future Patents, Trademarks, or Copyrights covered hereby.
- 6) Upon and during the occurrence of any Event of Default:
 - a) Lenders shall have, in addition to all other rights and remedies given to it by this Agreement, the Credit Agreement, and the Loan Documents, those 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 in which the Patents, Trademarks, or Copyrights may be located; and
 - b) Lenders may, in addition to any other remedies which may be available to Lenders, without being deemed to have made an election of remedies, and without the assignment hereunder being deemed to be anything less than an absolute assignment, immediately, without demand of performance and without other notice (except as may be set forth below) or demand whatsoever to Assignor, all of which are hereby expressly waived, and without advertisement, sell at public or private sale (or, to the extent required by law, otherwise realize upon in a commercially reasonable manner), all or from time to time, any of the Patents, Trademarks, or Copyrights, or any interest which the Assignor may have therein, and after deducting from the proceeds of sale or other disposition of the Patents, Trademarks, or Copyrights all reasonable expenses (including all reasonable expenses for broker's fees and legal services), may apply the residue of such proceeds to the payment of the Obligations. Any remainder of the proceeds after payment in full of the Obligations shall be paid over to the Assignor. Notice of any sale or other disposition of the Patents, Trademarks, or Copyrights shall be given to Assignor at least ten (10) business days before the time of any intended public or private sale or other disposition of the Patents, Trademarks, or Copyrights is to be made, which notice Assignor hereby agrees shall be reasonable notice of such sale or other disposition. At any such sale or other disposition, Lenders may, to the extent permissible under applicable law, purchase the

whole or any part of the Patents, Trademarks, or Copyrights sold, free from any right or equity of redemption on the part of Assignor, which right and equity of redemption are hereby waived and released.

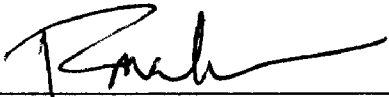
- 7) At such time as Assignor shall completely satisfy all of the Obligations, this Agreement shall terminate and Lenders shall execute and deliver to Assignor at Assignor's expense all releases and other instruments as may be necessary or proper to release the security interest in and to the Patents, Trademarks, or Copyrights, subject to any disposition thereof which may have been made by Lenders pursuant hereto and in accordance with the terms hereof.
- 8) Any and all reasonable fees, costs and expenses, of whatever kind or nature, including reasonable attorney fees and legal expenses incurred by Lenders in connection with the preparation of this Agreement and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or otherwise protecting, maintaining or preserving the Patents, Trademarks, or Copyrights, in defending or prosecuting any actions or proceedings arising out of or related to the Patents, Trademarks, or Copyrights, or in the enforcement by Lenders of any of its rights or remedies under this Agreement, the Credit Agreement or any Loan Document shall be borne and paid by Assignor on demand by Lenders and until so paid shall be added to the principal amount of the Obligations and shall bear interest at the rate of interest chargeable pursuant to the Credit Agreement upon an Event of Default.
- 9) To the extent that Assignor in the exercise of its reasonable business judgment deems it advisable, Assignor shall have the duty, through counsel reasonably acceptable to Lenders, to prosecute diligently any actions for or of the Patents, Trademarks, or Copyrights pending as of the date of this Agreement or thereafter until the Obligations shall have been paid in full, to make federal application on registrable but unregistered Trademarks, to file and prosecute opposition and cancellation proceedings and to do any and all acts which are reasonably necessary or desirable to preserve and maintain all rights in the Patents, Trademarks, or Copyrights. Any expenses incurred in connection with the Patents, Trademarks, and Copyrights shall be borne by Assignor. The Assignor shall not abandon any Patents, Trademarks, or Copyrights other than in the ordinary course of business without the consent of Lenders, which consent shall not be unreasonably withheld.
- 10) Assignor shall have the right to bring any opposition proceedings, cancellation proceedings or lawsuit in its own name to enforce or protect the Patents, Trademarks, or Copyrights, in which event Lenders may, if necessary, be joined as a nominal party to such suit if Lenders shall have been satisfied that it is not incurring any risk of liability because of such joinder. Assignor shall promptly, upon demand, reimburse and indemnify Lenders for all damages, costs and expenses, including attorney fees, incurred by Lenders in the fulfillment of the provisions of this paragraph. The obligations of the Assignor under this paragraph shall survive the termination of this Agreement.
- 11) In the event of the occurrence and continuance of a Default or an Event of Default, Assignor hereby authorizes and empowers Lenders to make, constitute and appoint any officer or agent of Lenders as Lenders may select, in its sole discretion, as Assignor's true and lawful attorney-in-fact, with the power to endorse Assignor's name on all applications, documents, papers and instruments necessary for Lenders to use the Patents, Trademarks, or Copyrights, or to grant or issue any exclusive or nonexclusive license under the Patents, Trademarks, or Copyrights to anyone else, or necessary for Lenders to assign, pledge, convey or otherwise transfer title in or dispose of the Patents, Trademarks, or Copyrights to anyone else. Assignor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this Agreement.
- 12) If Assignor fails to comply with any of its obligations hereunder, Lenders may do so in Assignor's name or in Lenders' name, but at Assignor's expense, and Assignor hereby agrees to reimburse Lenders in full for all reasonable expenses, including reasonable attorney's fees, incurred by Lenders in protecting, defending and maintaining the Patents, Trademarks, or Copyrights.
- 13) No course of dealing between Assignor and Lenders, nor any failure to exercise, nor any delay in exercising, on the part of Lenders, any right, power or privilege hereunder or under the Credit Agreement, or under any Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or

privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

- 14) All of Lenders' rights and remedies with respect to the Patents, Trademarks, or Copyrights, whether established hereby or by the Credit Agreement, or by any other agreement(s) or by law, shall be cumulative and may be exercised singly or concurrently.
- 15) 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 thereof, 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.
- 16) This Agreement is subject to modification only by a writing signed by the parties, except as provided elsewhere herein.
- 17) The benefits and burdens of this Agreement shall inure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.
- 18) The validity and interpretation of this Agreement and the rights and obligations of the parties shall be governed by the laws of the State of New Jersey.
- 19) THE PARTIES HERETO AGREE TO THE JURISDICTION OF THE FEDERAL AND STATE COURTS LOCATED IN NEW JERSEY IN CONNECTION WITH ANY MATTER ARISING HEREUNDER, INCLUDING THE COLLECTION AND ENFORCEMENT HEREOF. THE ASSIGNOR AND LENDERS EACH HEREBY IRREVOCABLY WAIVE ALL RIGHT TO TRIAL BY JURY IN ANY ACTION, PROCEEDING OR COUNTERCLAIM ARISING OUT OF OR RELATING TO THIS AGREEMENT OR ANY OTHER LOAN DOCUMENT OR THE ACTIONS OF LENDERS. THIS WAIVER IS MADE KNOWINGLY AND IN CONSIDERATION OF THE ADVANCES MADE UNDER THE CREDIT AGREEMENT.
- 20) This Agreement, the Credit Agreement and the Loan Documents embody the entire agreement and understanding between the Assignor and Lenders and supersedes all prior agreements and understandings relating to the subject matter hereof and thereof.

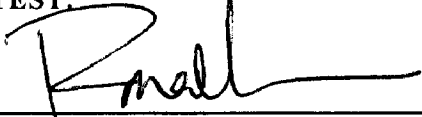
WITNESS the execution hereof under seal as of the day and year first above written.

ATTEST:



RONALD J. FIORE, Assistant Secretary
[SEAL]

ATTEST:



RONALD J. FIORE, Assistant Secretary
[SEAL]

TRI-COASTAL DESIGN GROUP INC.

BY:


MICHAEL MASTRANGELO, Vice President

LOOP DESIGN CO., INC.

BY:


MICHAEL MASTRANGELO, President

PNC BANK, NATIONAL ASSOCIATION

By:

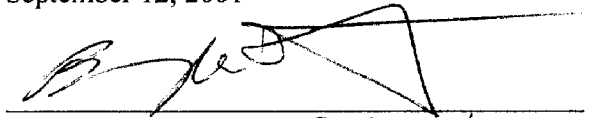

DAVID L. RAPHAELS, Vice President

STATE OF NEW JERSEY :
COUNTY OF *Middlesex* :SS:
:

I CERTIFY that on September 12, 2001, MICHAEL MASTRANGELO personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Vice President of Tri-Coastal Design Group Inc. and President of Loop Design Co., Inc., the corporations named in this Instrument;
- (b) this Instrument was signed and delivered by the corporations as their voluntary act duly authorized by a proper resolution of their respective Board of Directors;
- (c) this person knows the proper seal of each corporation, both which are affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
September 12, 2001

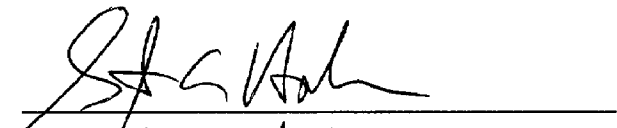

Barry M. Schwartz
Atty at Law of N.J.

STATE OF NEW JERSEY :
COUNTY OF *Middlesex* :SS:
:

I CERTIFY that on September 12, 2001, DAVID L. RAPHAELS personally came before me and stated under oath to my satisfaction that:

- (a) this person is the Vice President of PNC Bank, a National Association, the corporation named in this Instrument;
- (b) this Instrument was signed and delivered by the corporation as its voluntary act duly authorized by a proper resolution of its Board of Directors;
- (c) this person knows the proper seal of the corporation which was affixed to this Instrument;
- (d) this person signed this acknowledgement to attest to the truth of these facts.

Signed and sworn to before me on
September 12, 2001


David L. Raphael
Atty at Law of N.J.

SCHEDULE A
(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

| TITLE | APPLICATION NUMBER & DATE | COPYRIGHT NUMBER & DATE | EXPIRATION DATE (a) |
|----------------------------|---------------------------|-------------------------|---------------------|
| REGISTRATIONS | | | |
| Flower Beetle | VA 969-931 | 8/6/1999 | |
| Bug on a Leaf | VA 969-930 | 8/6/1999 | |
| Ladys | VA 969-912 | 8/6/1999 | |
| Twinkle | VA 969-913 | 8/6/1999 | |
| Starballs | VA 969-936 | 8/6/1999 | |
| Clouds | VA 969-937 | 8/6/1999 | |
| Geisha Feather | VA 969-938 | 8/6/1999 | |
| Halfpie | VA 969-939 | 8/6/1999 | |
| CQ-187 Board | VA 969-940 | 8/6/1999 | |
| California Flower & Stripe | VA 969-925 | 8/6/1999 | |
| Rocket Alien | VA 969-926 | 8/6/1999 | |
| Inbees | VA 969-927 | 8/6/1999 | |
| Clouds & Flying Saucers | VA 969-908 | 8/6/1999 | |
| Vegetable Garden | VA 969-909 | 8/6/1999 | |
| Checkered Flower | VA 969-910 | 8/6/1999 | |
| Flyer 010 | VA 969-933 | 8/6/1999 | |
| Christmas Present | VA 959-506 | 4/28/1999 | |
| Partner | VA 959-507 | 4/28/1999 | |
| Solar System | VA 959-502 | 4/28/1999 | |
| Tropical | VA 959-505 | 4/28/1999 | |
| Rose Petals | VA 959-508 | 4/28/1999 | |
| Trees Placement | VA 959 504 | 4/28/1999 | |
| Fun in the Sun | VA 959-501 | 4/28/1999 | |
| Gumball Machine | VA1-002-546 | 8/6/1999 | |
| Bronco | VA1-030-381 | 3/21/2000 | |
| Powder C | VA1 030-382 | 3/21/2000 | |
| Tomboy | VA1-030-383 | 3/21/2000 | |
| Phone Friends | VA1 030-384 | 3/21/2000 | |
| Supergirl | VA1-030-385 | 3/21/2000 | |
| Heartland | VA1-030-386 | 3/21/2000 | |
| Geisha Memoirs | VA1-030-387 | 3/21/2000 | |
| I Dream Of | VA1-030-388 | 3/21/2000 | |
| Cleopatra | VA1-030-389 | 3/21/2000 | |
| Cave Girl | VA1-030-390 | 3/21/2000 | |
| Shanti | VA1-030-371 | 3/21/2000 | |
| Country Kitchen Blue Check | VA1-030-372 | 3/21/2000 | |
| Pocahontas | VA1-030-373 | 3/21/2000 | |
| Country Kitchen Framed | VA1-030-375 | 3/21/2000 | |
| Little Angel | VA1-030-374 | 3/21/2000 | |
| Country kitchen Red Check | VA1-030-376 | 3/21/2000 | |
| Soft Stitches | VA1-030-377 | 3/21/2000 | |
| Rhapsody | VA1-030-378 | 3/21/2000 | |
| Wanted | VA1-030-379 | 3/21/2000 | |
| Saloon | VA1-030-380 | 3/21/2000 | |
| Little Devil | VA1-030-391 | 3/21/2000 | |

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

| TITLE | APPLICATION NUMBER & DATE | COPYRIGHT NUMBER & DATE | EXPIRATION DATE (a) |
|---------------------|------------------------------|-------------------------------|------------------------|
| Cow Girl | VA1-030-392 | 3/21/2000 | |
| Nasa Girl | VA1-030-393 | 3/21/2000 | |
| Tootsies | VA1-030-394 | 3/21/2000 | |
| Coco | VA1-030-395 | 3/21/2000 | |
| Heart Angel | VA1-030-396 | 3/21/2000 | |
| Daniel Day Lewis | VA1-030-397 | 3/21/2000 | |
| Melinda | VA1-030-398 | 3/21/2000 | |
| Foiled Again | VA1-030-399 | 3/21/2000 | |
| Beehive | VA1-030-400 | 3/21/2000 | |
| Lauren Hill | VA1-030-401 | 3/21/2000 | |
| Red/ Gold Geometric | VA1-030-402 | 3/21/2000 | |
| Antique Texture 1 | VA1-030-403 | 3/21/2000 | |
| Antique Texture 2 | VA1-030-404 | 3/21/2000 | |
| Antique Texture 3 | VA1-030-405 | 3/21/2000 | |
| Antique Texture 4 | VA1-030-410 | 3/21/2000 | |
| Dreamy | VA1-030-406 | 3/21/2000 | |
| Folk Chex | VA1-030-407 | 3/21/2000 | |
| Indian Summer | VA1-030-408 | 3/21/2000 | |
| Strawberry Fields | VA1-030-409 | 3/21/2000 | |
| Folk Tales | VA1-030-411 | 3/21/2000 | |
| Feather Wishes | VA1-030-412 | 3/21/2000 | |
| Jungle Jane | VA1-030-413 | 3/21/2000 | |
| Anna Sui | VA1-030-414 | 3/21/2000 | |
| Homemade Holidays | VA1-030-415 | 3/21/2000 | |
| Tiger Lilly | VA1-030-416 | 3/21/2000 | |
| Antique Texture A | VA1-030-417 | 3/21/2000 | |
| Antique Texture B | VA1-030-418 | 3/21/2000 | |
| Antique Texture C | VA1-030-419 | 3/21/2000 | |
| Rocker | VA 969-934 | 8/6/1999 | |
| Stick Figure | VA 969-935 | 8/6/1999 | |
| Paisley Passion | VA 969-915 | 8/6/1999 | |
| Summer Squares | VA 969-916 | 8/6/1999 | |
| Indigo | VA 969-917 | 8/6/1999 | |
| Friendly Fur 003 | VA 969-918 | 8/6/1999 | |
| Friendly Fur 004 | VA 969-921 | 8/6/1999 | |
| Dragonfly | VA 969-920 | 8/6/1999 | |
| Vanity | VA 969-919 | 8/6/1999 | |
| Juicy | VA 969-900 | 8/6/1999 | |
| Flower Garden | VA 969-901 | 8/6/1999 | |
| Steel Blue | VA 969-902 | 8/6/1999 | |
| Snake | VA 969-903 | 8/6/1999 | |
| Garden Grow | VA 969-904 | 8/6/1999 | |
| Plum Pansy | VA 969-905 | 8/6/1999 | |
| Plum Hearts | VA 969-906 | 8/6/1999 | |
| Felt Good | VA 969-907 | 8/6/1999 | |
| Flying Saucer | VA 969-928 | 8/6/1999 | |

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

| TITLE | APPLICATION NUMBER & DATE | COPYRIGHT NUMBER & DATE | EXPIRATION DATE (a) |
|-----------------------------|------------------------------|-------------------------------|------------------------|
| Kids | VA 969-922 | 8/6/1999 | |
| Showers | VA 969-924 | 8/6/1999 | |
| Christmas Robins | VA 959-503 | 4/28/1999 | |
| Flower Beetle II | VA 969-932 | 8/6/1999 | |
| Snowjumper | VA 969-911 | 8/6/1999 | |
| Snowjumper 2 | VA 969-929 | 8/6/1999 | |
| Summer Stems | VA 969-914 | 8/6/1999 | |
| X-S Streme | VA 968-138 | 8/6/1999 | |
| PENDING APPLICATIONS | | | |
| Small Paisley | 9/21/2000 | | |
| Paisley and Flowers | 9/21/2000 | | |
| Indian Dancer | 9/21/2000 | | |
| Indian Border | 9/21/2000 | | |
| Mesh Medley | 9/21/2000 | | |
| Mint Medley | 9/21/2000 | | |
| Word Plaid | 9/21/2000 | | |
| Patchwork Kisses | 9/21/2000 | | |
| Blossoming Branches | 9/21/2000 | | |
| Flaming Blossom | 9/21/2000 | | |
| Venice | 9/21/2000 | | |
| Pansy Treasure | 9/21/2000 | | |
| Evensong | 9/21/2000 | | |
| Everblooming | 9/21/2000 | | |
| Jackie O | 9/21/2000 | | |
| Small Geometrical Ethnique | 9/21/2000 | | |
| Buttercup | 9/21/2000 | | |
| Buttercup | 9/21/2000 | | |
| Indian Flowers | 9/21/2000 | | |
| Feathers | 9/21/2000 | | |
| Cat Girl | 9/21/2000 | | |
| Peace & Love | 9/21/2000 | | |
| Geisha Fans | 9/21/2000 | | |
| Starry Eyed | 9/21/2000 | | |
| Dog Chex | 9/21/2000 | | |
| Enchantment | 9/21/2000 | | |
| Angel Rose | 9/21/2000 | | |
| Medallion | 9/21/2000 | | |
| Hula Girl | 9/21/2000 | | |
| Blue Holiday | 9/21/2000 | | |
| Country Bouquet | 9/21/2000 | | |
| Tulip Treasure | 9/21/2000 | | |
| Garden Treasure | 9/21/2000 | | |
| Country Springtime | 9/21/2000 | | |
| Daydream Square | 9/21/2000 | | |
| Daydream Allover | 9/21/2000 | | |

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

| TITLE | APPLICATION NUMBER & DATE | COPYRIGHT NUMBER & DATE | EXPIRATION DATE (a) |
|-------------------------|---------------------------|-------------------------|---------------------|
| Daydream Round | 9/21/2000 | | |
| Margherita | 9/21/2000 | | |
| Candy Mesh | 9/21/2000 | | |
| Patched Crazy | 9/21/2000 | | |
| My True Heart | 9/21/2000 | | |
| Princess Icon | 9/21/2000 | | |
| Tie Die Luv | 9/21/2000 | | |
| Parchment Rose | 9/21/2000 | | |
| Parchment Daisy | 9/21/2000 | | |
| Cycles | 9/21/2000 | | |
| Glass | 9/21/2000 | | |
| Fruit Leather | 9/21/2000 | | |
| Hawaiian Tropic Floral | 9/21/2000 | | |
| Carnival 1 | 9/21/2000 | | |
| Carnival 2 | 9/21/2000 | | |
| Liberty Blue | 9/21/2000 | | |
| Bills Back Ground | 9/21/2000 | | |
| Pucci Blast | 9/21/2000 | | |
| Fuschia Silk | 9/21/2000 | | |
| Silk Dots | 9/21/2000 | | |
| Fantasia | 9/21/2000 | | |
| Linen Patchwork | 9/21/2000 | | |
| Linen Patchwork Flowers | 9/21/2000 | | |
| Yellow Spray | 9/21/2000 | | |
| Antipasta | 9/21/2000 | | |
| Tapestry | 9/21/2000 | | |
| Spring Flowers | 9/21/2000 | | |
| Mesh Spring Flowers | 9/21/2000 | | |
| Frankie | 9/21/2000 | | |
| Felicity | 9/21/2000 | | |
| Angel | 9/21/2000 | | |
| Princess | 9/21/2000 | | |
| Diva | 9/21/2000 | | |
| Flower Beetle w/People | 7/28/1999 | | |
| Big Snowflakes | 7/28/2000 | | |
| Vertical | 7/28/2000 | | |
| Blizzard Board | 7/28/1999 | | |
| Ice | 7/28/1999 | | |
| Checker 2000 | 6/24/1999 | | |
| See | 6/24/1999 | | |
| Groovy Girl | 6/24/1999 | | |
| Dessert | 6/24/1999 | | |
| Pick & Play | 6/24/1999 | | |
| Surfin | 6/24/1999 | | |
| Scent | 6/24/1999 | | |
| Pick a Frame | 6/24/1999 | | |

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

| TITLE | APPLICATION NUMBER & DATE | COPYRIGHT NUMBER & DATE | EXPIRATION DATE (a) |
|----------------------|------------------------------|-------------------------------|------------------------|
| Go Go's | 6/24/1999 | | |
| Hear | 6/24/1999 | | |
| Backgrounds | 6/24/1999 | | |
| Touch | 6/24/1999 | | |
| Pez | 6/24/1999 | | |
| Fruit Stripes | 6/24/1999 | | |
| Taste | 6/24/1999 | | |
| Spring Affair | 5/25/1999 | | |
| Diamond Heart | 5/25/1999 | | |
| ABK Plastic Denim 3 | 5/25/1999 | | |
| ABK Sequins 5 | 5/25/1999 | | |
| Lucky Charms | 5/25/1999 | | |
| Tranquility | 5/25/1999 | | |
| Love | 5/25/1999 | | |
| Taylor | 5/25/1999 | | |
| ABK Sequins 2 | 5/25/1999 | | |
| ABK Plastic Denim 1 | 5/25/1999 | | |
| Meg Herb Garden | 5/25/1999 | | |
| Jardin | 5/25/1999 | | |
| Rosette | 5/25/1999 | | |
| Hawaii Heaven | 5/25/1999 | | |
| Diana | 5/25/1999 | | |
| Spring Flight | 5/25/1999 | | |
| Ice | 5/25/1999 | | |
| Ocean Angel | 5/25/1999 | | |
| European Scrapbook | 5/25/1999 | | |
| Butterfly Scrapbook | 5/25/1999 | | |
| Fire | 5/25/1999 | | |
| Springtime Scrapbook | 5/25/1999 | | |
| KC 763 Floral Time | 5/25/1999 | | |
| MEG Spring Flowers | 5/25/1999 | | |
| Scattered Daisy | 5/25/1999 | | |
| Monster Booth | 5/25/1999 | | |
| Spin the Ball | 5/25/1999 | | |
| Moon Star | 5/25/1999 | | |
| Pretty Flowers | 5/25/1999 | | |
| Orbit | 5/25/1999 | | |
| Twilight Time | 5/25/1999 | | |
| Laguna | 5/25/1999 | | |
| Pomme | 5/25/1999 | | |
| ABK Plastic Denim 3 | 5/25/1999 | | |
| My Flower Garden | 5/25/1999 | | |
| Purple Butterfly | 5/25/1999 | | |
| Romantic Letters | 5/25/1999 | | |
| Caterpillar | 5/25/1999 | | |
| Busy Bee | 5/25/1999 | | |

SCHEDULE A
(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

| TITLE | APPLICATION NUMBER & DATE | COPYRIGHT NUMBER & DATE | EXPIRATION DATE (a) |
|-------------------------------|------------------------------|-------------------------------|------------------------|
| Romantic Kiss | 5/25/1999 | | |
| Poire | 5/25/1999 | | |
| Kaleidoscope | 5/25/1999 | | |
| Shells | 5/25/1999 | | |
| Romantic Cupids | 5/25/1999 | | |
| Romantic Messenger | 5/25/1999 | | |
| Groovy Lid Blocks | 3/20/2000 | | |
| Groovy Blocks | 3/20/2000 | | |
| Groovy Flowers | 3/20/2000 | | |
| Groovy Flower Girls | 3/20/2000 | | |
| Rubber Stamps | 3/20/2000 | | |
| Star Planet | 3/31/1999 | | |
| Angels w/Blue Sky | 3/31/1999 | | |
| Blue / Gold Zodiac | 3/31/1999 | | |
| Cosmo Girl Flowers | 3/31/1999 | | |
| Gold Sexton | 3/31/1999 | | |
| Here Kitty Kitty White Floral | 1/19/2001 | | |
| Here Kitty Kitty Pink Floral | 1/19/2001 | | |
| Here Kitty Kitty Blue Floral | 1/19/2001 | | |
| Here Kitty Kitty Blue | 1/19/2001 | | |
| Here Kitty Kitty | 1/19/2001 | | |
| Little Kitty | 1/19/2001 | | |
| Miss Kitty Sparkle Purple | 1/19/2001 | | |
| Miss Kitty Sparkle Blue | 1/19/2001 | | |
| Miss Kitty Large Squares | 1/19/2001 | | |
| Miss Kitty Small Squares | 1/19/2001 | | |
| Miss Kitty Blue | 1/19/2001 | | |
| Miss Kitty Purple | 1/19/2001 | | |
| Diva | 1/19/2001 | | |
| Angel | 1/19/2001 | | |
| Princess | 1/19/2001 | | |
| Yellow Spray | 1/19/2001 | | |
| Antipasta | 1/19/2001 | | |
| Tape Story | 1/19/2001 | | |
| Mesh Spring Flowers | 1/19/2001 | | |
| Spring Flowers | 1/19/2001 | | |
| Fantasia | 1/19/2001 | | |
| Linen Patchwork | 1/19/2001 | | |
| Linen Patchwork Flowers | 1/19/2001 | | |
| Fuscia Silk | 1/19/2001 | | |
| Silk Dots | 1/19/2001 | | |
| Liberty Blue | 1/19/2001 | | |
| Bill's Back Ground | 1/19/2001 | | |
| Pucci Blast | 1/19/2001 | | |
| Hawaiian Tropic Floral | 1/19/2001 | | |
| Carnival 1 | 1/19/2001 | | |

SCHEDULE A

(Copyrights)

ACTIVE COPYRIGHTS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

| TITLE | APPLICATION NUMBER & DATE | COPYRIGHT NUMBER & DATE | EXPIRATION DATE (a) |
|----------------------------------|------------------------------|-------------------------------|------------------------|
| Carnival 2 | 1/19/2001 | | |
| Cycles | 1/19/2001 | | |
| Glass | 1/19/2001 | | |
| Parchment Rose | 1/19/2001 | | |
| Parchment Daisy | 1/19/2001 | | |
| Candy Mesh | 1/19/2001 | | |
| Patched Crazy | 1/19/2001 | | |
| My True Heart | 1/19/2001 | | |
| Princess Icon | 1/19/2001 | | |
| Tie Die Luz | 1/19/2001 | | |
| Margherita | 1/19/2001 | | |
| Country Bouquet | 1/19/2001 | | |
| Tulip Treasure | 1/19/2001 | | |
| Garden Treasure | 1/19/2001 | | |
| Country Springtime | 1/19/2001 | | |
| Daydream Square | 1/19/2001 | | |
| Daydream Allorer | 1/19/2001 | | |
| Daydream Round | 1/19/2001 | | |
| Angel Rose | 1/19/2001 | | |
| Medallion | 1/19/2001 | | |
| Hula Girl | 1/19/2001 | | |
| Blue Holiday | 1/19/2001 | | |
| Enchantment | 1/19/2001 | | |
| Dog Chex | 1/19/2001 | | |
| Indian Flowers | 1/19/2001 | | |
| Feathers | 1/19/2001 | | |
| Cat Girl | 1/19/2001 | | |
| Peace & Love | 1/19/2001 | | |
| Geisha Fans | 1/19/2001 | | |
| Starry Eyed | 1/19/2001 | | |
| Buttercup | 1/19/2001 | | |
| Buttercup 3 | 1/19/2001 | | |
| Small Geometrical Ethnique | 1/19/2001 | | |
| Jackie O | 1/19/2001 | | |
| Everblooming | 1/19/2001 | | |
| Evensong | 1/19/2001 | | |
| Pansey Treasure | 1/19/2001 | | |
| Venice | 1/19/2001 | | |
| FOOTNOTE: | | | |
| (a) Pursuant to 17 U.S.C. 302(c) | | | |

SCHEDULE B
(Patents)

ACTIVE PATENT REGISTRATIONS OWNED OR TO BE OWNED BY TRI-COASTAL DESIGN GROUP, INC.

| SHORT TITLE | APPLICATION NUMBER & DATE | PATENT NUMBER & DATE | EXPIRATION DATE |
|------------------------|---------------------------------|----------------------------|--------------------|
| <i>PENDING</i> | | | |
| Desktop Organizer | 09/778,164 | | |
| Desktop Storage Device | 09/778,162 | | |

SCHEDULE C
(Trademarks)

ACTIVE TRADEMARK REGISTRATIONS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

| REGISTERED MARKS | SERIAL NUMBER | REGISTRATION NUMBER & DATE | REGISTRATION CLASS |
|------------------------------------|---------------|----------------------------|--------------------|
| REGISTRATIONS | | | |
| GROOVY GIRL DESIGN | 75/795600 | 2,362,358-6/27/00 | 11 |
| NOTICES OF ALLOWANCE ISSUED | | | |
| HAIR VITAMINS | 76/025617 | 03/13/01 | 11 |
| HAIR VITAMINS | 76/025620 | 03/13/01 | 14 |
| HAIR VITAMINS | 76/025619 | 03/13/01 | 18 |
| HAIR MAIL | 75/795616 | 09/19/00 | 26 |
| UMA | 75/869689 | 11/14/00 | 11 |
| UMA | 75/869686 | 11/21/00 | 14 |
| UMA | 75/869685 | 11/21/00 | 16 |
| UMA | 75/869688 | 12/12/00 | 18 |
| UMA | 75/869687 | 11/21/00 | 26 |
| VERSION | 75/869694 | 11/14/00 | 11 |
| VERSION | 75/869690 | 11/21/00 | 16 |
| VERSION | 75/869693 | 10/17/00 | 18 |
| LOOP | 75/869672 | 10/17/00 | 11 |
| AVERSION | 76/004907 | 02/13/01 | 11 |
| AVERSION | 76/004906 | 02/13/01 | 14 |
| AVERSION | 76/004904 | 02/13/01 | 16 |
| AVERSION | 76/004905 | 02/13/01 | 18 |
| AVERSION | 76/004913 | 02/13/01 | 26 |
| INVERSION | 76/005073 | 02/13/01 | 11 |
| INVERSION | 76/004145 | 02/20/01 | 14 |
| INVERSION | 76/004914 | 02/13/01 | 16 |
| INVERSION | 76/019648 | 02/13/01 | 18 |
| INVERSION | 76/005074 | 02/20/01 | 26 |
| CONVERSION | 76/004908 | 02/13/01 | 11 |
| CONVERSION | 76/004144 | 02/06/01 | 16 |
| CONVERSION | 76/004918 | 02/13/01 | 18 |
| PERVERSION | 76/004920 | 02/13/01 | 11 |
| PERVERSION | 76/004916 | 02/13/01 | 14 |
| PERVERSION | 76/004919 | 02/06/01 | 16 |
| PERVERSION | 76/004915 | 02/13/01 | 18 |
| PERVERSION | 76/004923 | 02/27/01 | 26 |
| TRANSVERSION | 76/004917 | 02/13/01 | 11 |
| TRANSVERSION | 76/004900 | 02/13/01 | 14 |
| TRANSVERSION | 76/004922 | 02/06/01 | 16 |
| TRANSVERSION | 76/004921 | 02/13/01 | 18 |
| TRANSVERSION | 76/004924 | 02/13/01 | 26 |
| ANGEL | 76/152747 | 08/07/01 | 11 |
| PRINCESS | 76/152733 | 08/21/01 | 21 |

SCHEDULE C
(Trademarks)

ACTIVE TRADEMARK REGISTRATIONS OWNED BY TRI-COASTAL DESIGN GROUP, INC.

| REGISTERED MARKS | SERIAL NUMBER | REGISTRATION NUMBER & DATE | REGISTRATION CLASS |
|--|---------------|----------------------------|--------------------|
| <i>PUBLISHED FOR OPPOSITION</i> | | | |
| VERSION | 75/869691 | 08/01/00 | 14 |
| VERSION | 75/869692 | 08/01/00 | 26 |
| LOOP | 75/869624 | 02/27/01 | 16 |
| ANGEL | 76/152743 | 07/10/01 | 18 |
| ANGEL | 76/152744 | 07/10/01 | 21 |
| PRINCESS | 76/152730 | 06/12/01 | 6 |
| DOT | 76/152820 | 08/28/01 | 9 |
| CDATA | 76/152817 | 08/28/01 | 9 |
| VIBE | 76/152813 | 08/28/01 | 9 |
| LOOP TO LOOP | 76/222330 | 09/11/01 | 26 |
| <i>PENDING OFFICE ACTIONS</i> | | | |
| HAIR VITAMINS | 76/025616 | | 26 |
| HAIR SNAPS | 75/795617 | | 26 |
| CONVERSION | 76/004910 | | 14 |
| ANGEL | 76/152745 | | 16 |
| ANGEL | 76/152746 | | 20 |
| ANGEL | 76/152741 | | 25 |
| ANGEL | 76/152742 | | 6 |
| PRINCESS | 76/152732 | | 11 |
| PRINCESS | 76/152731 | | 16 |
| PRINCESS | 76/152728 | | 18 |
| PRINCESS | 76/152729 | | 20 |
| PRINCESS | 76/152727 | | 25 |
| DOT | 76/152819 | | 16 |
| CLIP PAC | 76/152810 | | 16 |
| TOOL PAC | 76/152811 | | 16 |
| SLEEVE SCRUNCH | 76/222332 | | 26 |
| MULTIPACK | 76/222331 | | 16 |
| OPEN | 76/152806 | | 6 |

Schedule C
(Loop - Trademarks)

Schedule A
(Loop - Copyrights)

Schedule B
(Loop - Patents)

LOOP Trademarks, Patents and Copyrights

| Trademarks | | Copyrights | | Patents | | | |
|--------------|--------------------|------------------------------|---------------------------|---------------------------|------|---------------|------------------------|
| Trademark | Classes | Status | Copyright | Status | Item | Status | |
| Version | 11, 14, 16, 18, 26 | Pending- notice of Allowance | Cheese Mouse | Sent for filing 8/11/2000 | | Desk Caddy | Filed by Tedd- Pending |
| Das | 11, 14, 16, 18, 26 | abandoned | Loop | Sent for filing 8/11/2000 | | Pencil Slider | Filed by Tedd- Pending |
| Uma | 11, 14, 16, 18, 26 | Pending- notice of Allowance | Inversion Square | Sent for filing 8/11/2000 | | Jude Bag | Filed by Tedd- Pending |
| Ike | 11, 14, 16, 18, 26 | abandoned | Transversion Square | Sent for filing 8/11/2000 | | | |
| Loop | 11, 14, 16, 18, 26 | Pending- notice of Allowance | Perversion Square | Sent for filing 8/11/2000 | | | |
| Aversion | 11, 14, 16, 18, 26 | Pending- notice of Allowance | Moversion Square | Sent for filing 8/11/2000 | | | |
| Inversion | 11, 14, 16, 18, 26 | Pending- notice of Allowance | Conversion Square | Sent for filing 8/11/2000 | | | |
| Conversion | 11, 14, 16, 18, 26 | Pending- notice of Allowance | Version Variety | Sent for filing 8/11/2000 | | | |
| Perversion | 11, 14, 16, 18, 26 | Pending- notice of Allowance | Inversion Circle | Sent for filing 8/11/2000 | | | |
| Transversion | 11, 14, 16, 18, 26 | Pending- notice of Allowance | Conversion Circle | Sent for filing 8/11/2000 | | | |
| Elbow | | abandoned | Perversion Circle | Sent for filing 8/11/2000 | | | |
| Mood | | abandoned | Moversion Circle | Sent for filing 8/11/2000 | | | |
| Cheese | | abandoned | Transversion Circle | Sent for filing 8/11/2000 | | | |
| Dot | | active | Total Version | Sent for filing 8/11/2000 | | | |
| O-Mags | | abandoned | Elbow | Sent for filing 8/11/2000 | | | |
| cdala | | active | Dot Maze | Sent for filing 8/11/2000 | | | |
| Clipper | | abandoned | Dot Grid | Sent for filing 8/11/2000 | | | |
| Caddy | | abandoned | Mood | Sent for filing 8/11/2000 | | | |
| .dot | | active | Cheese | Sent for filing 8/11/2000 | | | |
| grr | | abandoned | Dot | REJECTED | | | |
| Icu | | abandoned | Vibe | Sent for filing 8/11/2000 | | | |
| Clip Pac | | active | Manual | Sent for filing 4/27/01 | | | |
| Tool Pac | | active | Parcel Collage (3 colors) | Sent for filing 4/27/01 | | | |
| Rat Pac | | abandoned | Facial Pouch | Sent for filing 4/27/01 | | | |
| Memo Pac | | abandoned | First Aid Pouch | Sent for filing 4/27/01 | | | |
| Vibe | | active | Parcel Square | Sent for filing 4/27/01 | | | |
| Date | | abandoned | Parcel | Sent for filing 4/27/01 | | | |
| Inches | | abandoned | Best Friends | Sent for filing 4/27/01 | | | |
| Open | | abandoned | Joe's Deli | Sent for filing 4/27/01 | | | |
| | | | Big King | Sent for filing 4/27/01 | | | |
| | | | Speed Racer | Sent for filing 4/27/01 | | | |
| | | | Equestrian | Sent for filing 4/27/01 | | | |
| | | | Lion | Sent for filing 4/27/01 | | | |
| | | | NASA | Sent for filing 4/27/01 | | | |
| | | | Liberty | Sent for filing 4/27/01 | | | |
| | | | Sundries Pouch | Sent for filing 4/27/01 | | | |
| | | | Love Patch | Sent for filing 4/27/01 | | | |
| | | | Blue Stripe | Sent for filing 4/27/01 | | | |
| | | | Beige Stripe | Sent for filing 4/27/01 | | | |

TRADEMARK