02-14-2002 Form PTO-1594 ET U.S. DEPARTMENT OF COMMERCE (Rev. 03/01) U.S. Patent and Trademark Office OMB No. 0651-0027 (exp. 5/31/2002) 101982804 To the Honorable Commissioner rademarks: Please record the attached original documents or copy thereof. 1. Name of conveying party(ies): 2. Name and address of receiving party(ies) 1-30-02 Name: Wells Fargo Retail Finance LLC Cornerstone Brands, Inc., a Delaware Corporation Internal 18th Floor Address: Individual(s) Association Street Address: One Boston Place General Partnership Limited Partnership City:_Boston State: MA Zip: 02108 Corporation-State Other ___ Individual(s) citizenship_____ Association_ Additional name(s) of conveying party(ies) attached? Yes I No General Partnership____ 3. Nature of conveyance: Limited Partnership _ Assignment Merger Corporation-State Delaware Security Agreement Change of Name Other If assignee is not domiciled in the United States, a domestic Other___ representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes Execution Date: October 10, 2001 4. Application number(s) or registration number(s): A. Trademark Application No.(s) 76/044,690; 75/308,618; B. Trademark Registration No.(s) 2,248,432; 2,185,702; 75/222,850; 75/120,696; 76/150,110; 76/041,279; 2,132,340; 2,128,829; 1,964,697; 1,636,913; 1,636,156; 76/039,924; 76/039,923; 76/039,922; 75/945,582; 2,441,084; 2,193,719; 1,870,879; 1,870,878; 1,666,184; 75/348,574; 75/626,039; 75/525,327; 75/525,058; Additional number(s) attached Yes 5. Name and address of party to whom correspondence 6. Total number of applications and 60 concerning document should be mailed: registrations involved: Name: Alina Kantor Nir, Esq. 7. Total fee (37 CFR 3.41).....\$2,400.00 Internal Address: Choate, Hall & Stewart Enclosed 35th Authorized to be charged to deposit account 8. Deposit account number: Street Address: 53 State Street JAN 30 2001 03-1721 (Attach duplicate copy of this page if paying desosit account) City:_Boston State: MA Zip: 02109 DO NOT USE THIS SPACE Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached comes a true copy of the original document. Kostubani 01 Linda D. Kostrubanic 02/13/2002 DBYRNE am 60000 255 76644890 Signature Total number of pages including cover sheet, attachments, and document: 1475. Will occuments to be recorded with required cover sheet information to: 01 FC:481 02 FC:482 Commissioner of Patent & Trademarks, Box Assignments Washington, D.C. 20231

REEL: 002437 FRAME: 0730

Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE (Rev. 03/01) U.S. Patent and Trademark Office				
OMB No. 0651-0027 (exp. 5/31/2002) Tab settings	V V V			
To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.			
1. Name of conveying party(ies): Smith & Noble, LLC, a Delaware Limited Liability Company Individual(s) General Partnership Corporation-State	2. Name and address of receiving party(ies) Name: Internal Address: Street Address: City:State:Zip:			
OtherAdditional name(s) of conveying party(ies) attached? Wes I No	Individual(s) citizenship Association General Partnership			
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date:	Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) 75/512,916; 75/364,103; 75/362,244; 74/677,785; 74/677,779; 74/507,889; 76/069,292; 75/269,751; 76/070,954; 75/784,608 Additional number(s) att	B. Trademark Registration No.(s) 2,314,444; 2,268,944; 2,208,738; 2,208,735; 2,245,573; 2,260,435; 2,208,723; 2,250,983; 2,208,718; 2,137,636; 1,942,987; 1,835,790; ached Yes No			
Name and address of party to whom correspondence concerning document should be mailed: Name:	6. Total number of applications and registrations involved:			
Internal Address:	7. Total fee (37 CFR 3.41)\$\$ Enclosed Authorized to be charged to deposit account			
Street Address:	8. Deposit account number:			
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.				
Name of Person Signing Signing Total number of pages including cover	gnature Date			

Form PTO-1594 ① ① ① ① ① ① ① ① ② ② ② ② ② ② ② ② ② ② ②	TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office		
Tab settings ⇔ ⇔ ▼	▼ ▼	▼	▼ ▼ ▼
To the Honorable Commissioner of	f Patents and Trademarks:	Please record the attached o	original documents or copy thereof.
1. Name of conveying party(ies): TravelSmith Outfitters, Inc., a California Corporation Individual(s) TravelSmith Outfitters, Inc.,	Association	Internal Address:	of receiving party(ies)
General Partnership Corporation-State Other		City: Individual(s) citize	State:Zip:
Additional name(s) of conveying party(ies) attached? 🍱 Yes 🖵 No	ıl <u>—</u>	nip
3. Nature of conveyance:		Limited Partnersh	ip
Assignment	Merger	Corporation-State	
Security Agreement Other Execution Date:		If assignee is not domiciled representative designation (Designations must be a s	d in the United States, a domestic is attached: Yes No eparate document from assignment) epss(es) attached? Yes No
4. Application number(s) or registratio	n number(s):	1	
A. Trademark Application No.(s) B. Trademark Registration No.(s) 2,223,183; 2,050,955; 2,049,193; 1,952,825; 1,812,526; 1,746,590; 2,192,388; 2,193,876; 2,221,509; 1,829,433; 1,231,977; 39,332 Additional number(s) attached Yes No			
Name and address of party to whor concerning document should be maile	n correspondence ed:	6. Total number of app	lications and
Name:Internal Address:		Enclosed	41)\$
		Authorized to I	pe charged to deposit account
Street Address:		8. Deposit account nun	nber:
City: State:	Zip:	(Attach duplicate copy o	f this page if paying by deposit account)
0.01-1	DO NOT USE	THIS SPACE	
 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. 			
Name of Person Signing		ignature ver sheet, attachments, and document	Date

(Rev. 03/01) CMR No. 0651 0027 (ovp. 5/31/2003) RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office				
OMB No. 0651-0027 (exp. 5/31/2002) Tab settings				
To the Honorable Commissioner of Patents and Trademarks: P				
Name of conveying party(ies): The Cornerstone Holdings Group, Inc., a Delaware Corporation	Name and address of receiving party(ies) Name: Internal			
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other	Address:			
Additional name(s) of conveying party(ies) attached? A Yes No	Association			
3. Nature of conveyance: Assignment Security Agreement Other Execution Date:	Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) atta	B. Trademark Registration No.(s)			
Name and address of party to whom correspondence concerning document should be mailed: Name:	6. Total number of applications and registrations involved:			
Internal Address:	7. Total fee (37 CFR 3.41)\$\$ Enclosed Authorized to be charged to deposit account			
Street Address:	8. Deposit account number:			
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.				
	gnature Date			

Form PTO-1594 (Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002)		RKS ONLY		ENT OF COMMERCE and Trademark Office
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To the Honorable Commissioner of	Patents and Trademarks:	Please record the attached of	original documents or	copy thereof.
Name of conveying party(ies): Cinmar, Inc., an Ohio Corporation		2. Name and address of Name:		
Individual(s) General Partnership Corporation-State Other	Association Limited Partnership	Address: Street Address: City: Individual(s) citize Association	State:	Zip:
Additional name(s) of conveying party(ies)	attached? 🔀 Yes 🖵 No	\!		
3. Nature of conveyance: Assignment	Merger	Limited Partnersh	ip	
Security Agreement Other Execution Date:		· ·	d in the United States, a is attached: 🖳 Yes leparate document fr <u>om</u> a	domestic No assignment)
Application number(s) or registration A. Trademark Application No.(s)		B. Trademark Regis	tration N o.(s) No	
Name and address of party to whom concerning document should be mailed	d:	6. Total number of app registrations involved		
Name:		7. Total fee (37 CFR 3.4	41)\$	
Street Address:		8. Deposit account num	nber:	
City: State:		(Attach duplicate copy o	f this page if paying b	by deposit account)
 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. 				
Name of Person Signing	s	Signature		Date

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

Form PTO-1594 RECORDATION FOR (Rev. 03/01) TRADEMAI					
OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ⇒ ⇒ ▼ ▼ ▼	V V V				
To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.				
1. Name of conveying party(ies): Ballard Designs, Inc., a Georgia Corporation Individual(s) General Partnership Corporation-State	2. Name and address of receiving party(ies) Name: Internal Address: Street Address: City:State:Zip:				
Additional name(s) of conveying party(ies) attached? Yes No	Individual(s) citizenship Association General Partnership				
3. Nature of conveyance: Assignment Security Agreement Other Execution Date:	Limited Partnership Corporation-State Other if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No				
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) att	B. Trademark Registration No.(s) ached □ Yes □ No				
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:				
Name:	7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account				
Street Address:	8. Deposit account number:				
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)				
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 Statement and signature. To the best of my knowledge and belief, the foregoing informations of the original document. 	nation is true and correct and any attached copy is a true				
Name of Person Signing Si	gnature Date				

Form PTO-1594 RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE (Rev. 03/01) TRADEMARKS ONLY U.S. Patent and Trademark Office				
OMB No. 0651-0027 (exp. 5/31/2002) Tab settings ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼ ▼				
To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.			
Name of conveying party(ies): Garnet Hill, Inc., a New Hampshire Corporation	Name and address of receiving party(ies) Name: Internal			
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other	Address: Street Address: City:State:Zip: Individual(s) citizenship			
Additional name(s) of conveying party(ies) attached? Additional name(s) of conveying party(ies)	Association			
3. Nature of conveyance: Assignment Merger Security Agreement Change of Name Other Execution Date:	Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached? Yes No			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) attacks and the second seco	B. Trademark Registration No.(s)			
Name and address of party to whom correspondence concerning document should be mailed: Name:	6. Total number of applications and registrations involved:			
Internal Address:	7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account			
Street Address:	8. Deposit account number:			
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)			
9. Statement and signature. To the best of my knowledge and belief, the foregoing information is true and correct and any attached copy is a true copy of the original document.				
Name of Person Signing Sig	pnature Date			

(D 02/01)	TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office		
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To the Honorable Commissioner of Patents	and Trademarks: Please record	the attached original docume	ents or copy thereof.
Name of conveying party(ies): Cornerstone Real Estate Company I, a Delaware Limited Liability Company	2. Name a LLC, Name: ny Internal	nd address of receiving p	arty(ies)
``	ciation ed Partnership City: Indiv	s:ddress:State: vidual(s) citizenship ociation	Zip:
	Gen	eral Partnership	
3. Nature of conveyance:		ited Partnership	
		ooration-State	
		er	
Caracteristics Caracteristi	representa (Designation	e is not domiciled in the United Stative designation is attached: ons must be a separate document in attached? chame(s) & address(es) attached?	Yes No it from assignment)
Application number(s) or registration number A. Trademark Application No.(s) Additional A		emark Registration No.(s) Yes □ No	
5. Name and address of party to whom corres concerning document should be mailed: Name:	registrati	mber of applications and ions involved:	
Internal Address:	7. Total fee	e (37 CFR 3.41)	
Street Address:	8. Deposit	account number:	
City: State:	· · · · · · · · · · · · · · · · · · ·	olicate copy of this page if pa	lying by deposit account)
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 Statement and signature. To the best of my knowledge and belief, the copy of the original document. 	foregoing information is true	and correct and any attac	hed copy is a true
Name of Person Signing Total number	Signature or of pages including cover sheet, attachmen	ats, and document:	Date

(Rev. 03/01) OMB No. 0651-0027 (exp. 5/31/2002) TRADEMARKS ONLY U.S. DEPARTMENT OF COMMERCE U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office				
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To the Honorable Commissioner of Patents and Trademarks: F	Please record the attached original documents or copy thereof.			
Name of conveying party(ies): Cornerstone Consolidated Services Group, Inc., a Delaware Corporation	2. Name and address of receiving party(ies) Name: Internal Address:			
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other	Street Address:			
Additional name(s) of conveying party(ies) attached? 🏖 Yes 🖵 No	Association			
3. Nature of conveyance: Assignment Security Agreement Other Execution Date:	General Partnership Limited Partnership Corporation-State Other If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No (Designations must be a separate document from assignment) Additional name(s) & address(es) attached?			
4. Application number(s) or registration number(s): A. Trademark Application No.(s) Additional number(s) attached to the control of the co	B. Trademark Registration No.(s) ached □ Yes □ No			
Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:			
Name:	7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account			
Street Address:	8. Deposit account number:			
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)			
9. Statement and signature.	IHIS SPACE			
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.				
Name of Person Signing Sig	nature Date			

Form PTO-1594 (Rev. 03/01)	RECORDATION FORM COVER SHEET U.S. DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office			
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Tab settings ⇔⇔ ♥	V V	▼	<u> </u>	
To the Honorable Commissioner of	Patents and Trademarks: F	Please record the attached	original documents or co	by thereof.
Name of conveying party(ies):		2. Name and address	of receiving party(ies)	
The Territory Ahead, Inc., a Delaware Corporation		Name:		
a Bolaware Corporation		Internal		
☐ Individual(s) ☐	Association			
General Partnership	Limited Partnership	Street Address:		
Corporation-State	,	City:	State:	_Zip:
☐ Other		Individual(s) citiz	enship	
Additional name(s) of conveying party(ies)	attached? Yes P No		ship	
3. Nature of conveyance:		Limited Partners	hip	
Assignment	Merger	<u></u>	te	
Security Agreement	Change of Name			
Other		If assignee is not domicil	ed in the United States, a don on is attached: 📮 Yes 🖵	nestic
Execution Date:		(Designations must be a	separate document from assigness (es) attached?	nm <u>e</u> nt)
4. Application number(s) or registration	number(s):	<u> </u>	· · · · · · · · · · · · · · · · · · ·	
A. Trademark Application No.(s)		B. Trademark Reg	istration No (s)	
A. Trademark Application No.(3)		D. Hademark Reg	10.(3)	
No. 14		ached 📮 Yes 📮		
Name and address of party to whom concerning document should be mailed		6. Total number of ap	plications and ed:	
Name:		registrations involve		
Name		7 T-4-14 (27 OFD)) 44\	
Internal Address:		7. Total fee (37 GFR 3	3.41)\$	·
		Enclosed		
		Authorized to	be charged to deposit	account
Street Address:		8. Deposit account nu	ımber:	
5155171dd1555				
City: State:	Zip:	(Attach duplicate conv	of this page if paying by d	eposit account)
	DO NOT USE		. <u> </u>	
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.				
				Nata .
Name of Person Signing	Si	gnature		ate

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

Form PTO-1594 RECORDATION FOR (Rev. 03/01) TRADEMA	110 0 4 4 1 7 1 1 1 1 0 0 0 0 0
Tab settings ⇔⇔⇔ ▼ ▼	Y Y Y
To the Honorable Commissioner of Patents and Trademarks: I	Please record the attached original documents or copy thereof.
Name of conveying party(ies): Cinmar, L.P., a Delaware Limited Partnership	Name and address of receiving party(ies) Name: Internal Address: Address:
☐ Individual(s) ☐ Association ☐ General Partnership ☐ Limited Partnership ☐ Corporation-State ☐ Other	Street Address:State:Zip:
Additional name(s) of conveying party(ies) attached? 📮 Yes 🖾 No	Association
3. Nature of conveyance:	Limited Partnership
Assignment	Corporation-State
Security Agreement Change of Name Other Execution Date:	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
A. Trademark Application No.(s) Additional number(s) at	B. Trademark Registration No.(s) tached □ Yes □ No
5. Name and address of party to whom correspondence concerning document should be mailed:	6. Total number of applications and registrations involved:
Name:	7. Total fee (37 CFR 3.41)\$ Enclosed Authorized to be charged to deposit account
Street Address:	8. Deposit account number:
City: State: Zip:	(Attach duplicate copy of this page if paying by deposit account)
9. Statement and signature. To the best of my knowledge and belief, the foregoing information copy of the original document. Output Description:	
Name of Person Signing S	Signature Date

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

Mail documents to be recorded with required cover sheet information to:

Commissioner of Patent & Trademarks, Box Assignments

Washington, D.C. 20231

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Jurisdiction	<u>Title</u>	Registration No.	Registration Date
U.S.A.	French Country Living	2,248,432	6/1/99
U.S.A.	Isabella Bird	2,185,702	9/1/98
U.S.A.	The Territory Ahead	2,132,340	1/27/98
U.S.A.	Misc. Design	2,128,829	1/13/98
U.S.A.	Guilt	1,964,697	3/26/96
U.S.A.	The Territory Ahead	1,636,913	3/5/91
U.S.A.	Misc. Design	1,636,156	
U.S.A.	America's Leading Resource for Window Treatments	2,441,084	4/3/01
U.S.A.	Window Elements	2,193,719	10/6/98
U.S.A.	Window Are	1,870,879	12/27/94
U.S.A.	Smith & Noble	1,870,878	12/27/94
U.S.A.	Blinds Plus	1,666,184	11/26/91
U.S.A.	Long-Distance	2,314,444	2/1/00
U.S.A.	Island Breeze	2,268,944	8/10/99
U.S.A.	Not-Quite-Tights	2,208,738	12/8/98
U.S.A.	Travel Denim	2,208,735	12/8/98
U.S.A.	Packable Explorer's Pants	2,245,573	5/18/99
U.S.A.	The Indespensable Black Travel Dress	2,260,435	7/13/99
U.S.A.	Fjord Fleece	2,208,723	12/8/98
U.S.A.	Ultimate Travel Skirt	2,250,983	6/8/99
U.S.A.	Hands-Off Handbag	2,208,718	12/8/98
U.S.A.	The Ultimate Sweater	2,137,636	2/17/98
U.S.A.	Misc. Design	1,942,987	12/19/95
U.S.A.	Travel Smith	1,835,790	5/10/94
U.S.A.	The Ultimate Grill	2,223,183	2/9/99
U.S.A.	Frontgate Splash	2,050,955	4/8/97
U.S.A.	Splash	2,049,193	4/1/97
U.S.A.	The Search for the Perfect Gift	1,952,825	1/30/96
U.S.A.	Enhancing your Life at	1,812,526	12/21/93

	Home		,
U.S.A.	Frontage	1,746,590	1/12/93
U.S.A.	Ballard Designs	2,192,388	9/29/98
U.S.A.	Misc. Design	2,193,876	10/6/98
U.S.A.	Ballard's Backroom	2,221,509	2/2/99
U.S.A.	Garnet Hill	1,829,433	4/5/94
U.S.A.	Garnet Hill	1,231,977	3/22/83
CA	Blinds Plus	39,332	10/2/91

Trademark Applications

<u>Jurisdiction</u>	<u>Title</u>	Serial No.	Application Date
U.S.A.	Ultimatemove.com	76/044,690	5/10/00
U.S.A.	Territory Sport	75/308,618	6/13/97
U.S.A.	Fat City	75/222,850	1/8/97
U.S.A.	Fat City	75/120,696	6/18/96
U.S.A.	UltraWood	76/150,110	10/17/00
U.S.A.	My Scrapbook	76/041,279	5/4/00
U.S.A.	Windoware	76/039,924	5/3/00
U.S.A.	Window Elements	76/039,923	5/3/00
U.S.A.	Smith & Noble	76/039,922	5/3/00
U.S.A.	Nature's Floor	75/945,582	2/26/00
U.S.A.	Elements	75/348,574	3/28/97
U.S.A.	Long-Distance	75/626,039	1/25/99
U.S.A.	Carefree Travel Blouse	75/525,327	7/24/98
U.S.A.	Paseo	75/525,058	7/24/98
U.S.A.	Easy-Going Shirt	75/512,916	7/2/98
U.S.A.	Correspondent's Jacket	75/364,103	9/24/97
U.S.A.	ComfortMax	75/362,244	9/24/97
U.S.A.	Guaranteed for the Long Haul	74/677,785	5/22/95
U.S.A.	The Authentic Aloha Shirt	74/677,779	5/22/95
U.S.A.	Misc. Design	74/507,889	4/1/94
U.S.A.	Your HomePage for the Home	76/069,292	6/13/00
U.S.A.	The Ultimate Grill	75/269,751	4/7/97
U.S.A.	Queen Bee Antiques	76/070,954	8/25/99
U.S.A.	Queen Bee Antiques &	75/784,608	8/25/99

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") is made and effective as of October ____, 2001, by Cornerstone Brands, Inc., a Delaware corporation (the "Parent"), The Cornerstone Brands Group, Inc., a Delaware corporation, Smith & Noble, LLC, a Delaware limited liability company, Ballard Designs, Inc., a Georgia corporation, Cinmar, L.P., a Delaware limited partnership, Cinmar, Inc., an Ohio corporation, Cornerstone Consolidated Services Group, Inc., a Delaware corporation, Cornerstone Real Estate Company I, LLC. a Delaware limited liability company, Garnet Hill, Inc., a New Hampshire corporation, TravelSmith Outfitters, Inc., a California corporation, The Territory Ahead, Inc., a Delaware corporation, and The Cornerstone Holdings Group, Inc., a Delaware corporation (Parent and the foregoing entities, including any successors or permitted assignees thereof, each, the "Grantor," and collectively, the "Grantors"), in favor of Wells Fargo Retail Finance, LLC, as arranger and administrative agent for each of the Lenders from time to time party to the Loan Agreement referred to below (the "Agent"). Capitalized terms used in this Intellectual Property Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") dated as of the date hereof by and among the Grantors, the Agent and the lenders from time to time party thereto (the "Lenders"), the Lenders have agreed, subject to the terms and conditions set forth therein, to make certain advances, cause the issuance of letters of credit and provide other financial accommodations to the Grantors (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this Intellectual Property Security Agreement to the Agent, for the ratable benefit of each of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantors' prompt, punctual and faithful performance of all and each of the Obligations, each Grantor hereby grants to Agent, for its benefit and the ratable benefit of each of the Lenders, a continuing first priority security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

Intellectual Property Security Agreement

3317126v3

- (a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses (to the extent permitted under the terms thereof) set forth on <u>Schedule A</u> attached hereto (collectively, the "Copyrights"); and
- (b) The U.S. and foreign patents and patent applications, and patent licenses set forth on <u>Schedule B</u> attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "<u>Patents</u>"); and
- (c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses (to the extent permitted under the terms thereof) set forth on <u>Schedule C</u> attached hereto and all goodwill associated with the foregoing (collectively, the "<u>Trademarks</u>"); and
- (d) The domain names and registrations set forth on <u>Schedule D</u> attached hereto and all goodwill associated with the foregoing (collectively, the "<u>Domain Names</u>"); and
- (e) Any and all claims and causes of action for past, present or future infringement of any of the Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property Collateral; and
- (f) Any and all licenses or rights granted under any of the Intellectual Property Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and
- (g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and
 - (h) Any and all products and proceeds of any of the foregoing.
- 2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Intellectual Property Security Agreement is submitted) file and record this Intellectual Property Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the Intellectual Property Collateral.
- 3. <u>Assignment</u>. Upon the occurrence of and during continuation of an Event of Default, each Grantor shall execute and deliver to Agent an absolute assignment transferring its

-2-

entire right, title, and interest in and to the Intellectual Property Collateral to the Agent, for its benefit and the ratable benefit of the Lenders.

- 4. <u>Power of Attorney</u>. Each Grantor hereby irrevocably grants the Agent for its benefit and for the ratable benefit of the Lenders a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem reasonably necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement. This authority includes, without limitation, the following:
 - (a) To modify or amend (in sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval of or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantor no longer has or claims any right, title or interest; and
 - (b) To execute, file and pursue (in sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and
 - (c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the Intellectual Property Collateral without the signature of such Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (without

any representation, warranty or recourse of any kind whatsoever) such documents as the Grantors may reasonably request and provided to the Agent to evidence such termination.

6. <u>Newly Registered Copyrights, Patents and Trademarks</u>. Each Grantor hereby agrees to provide the Agent, for its benefit and the benefit of each of the Lenders, on a monthly basis, a schedule of newly registered Copyrights, Patents and Trademarks.

7. Miscellaneous.

- (a) This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for its benefit and the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.
- (b) This Intellectual Property Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

[Signatures appear on following pages.]

-4-

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

GRANTORS:

CORNERSTONE BRANDS, INC., a Delaware

corporation

By:

Name: John V. Schaefer

Title: Secretary

THE CORNERSTONE BRANDS GROUP, INC., a

Delaware corporation

By:

Name: John V. Schaefe

Title: Secretary

SMITH & NOBLE, LLC, a Delaware limited liability

company

By:

Name: John V. Schaefer

Title: Secretary

THE CORNERSTONE HOLDINGS GROUP, INC., a

Delaware corporation

By:

Name: John V. Schaefer

Title: Secretary

CINMAR, INC., an Ohio corporation

By:

Name: John V. Schaefer

Title: Secretary

Intellectual Property Security Agreement

	BALLARD DESIGNS, INC., a Georgia corporation By: Schaefer Name: John V. Schaefer Title: Secretary
	GARNET HILL, INC., a New Hampshire corporation By: Name: John V. Schaefer Title: Secretary
	CORNERSTONE REAL ESTATE COMPANY I, LLC, a Delaware limited liability company By: Name: John V. Schaefer Title: Secretary
	CORNERSTONE CONSOLIDATED SERVICES GROUP, INC., a Delaware corporation By: Name: John V. Schaefer Title: Secretary
By: Cinner, The. Its: General Patrer	CINMAR, L.P., a Delaware limited partnership By: Name: John V. Schaefer Title: Secretary
	THE TERRITORY AHEAD, INC., a Delaware corporation By: Name: John V. Schaefer Title: Secretary

TRAVELSMITH OUTFITTERS, INC.,

a California corporation

Ву: _

Name: Scott Sklar Title: Co-President

TRAVELSMITH OUTFITTERS, INC., a California corporation

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Intellectual Property Security Agreement

AGENT:

WELLS FARGO RETAIL FINANCE, LLC, as Agent and as Lender

Name: Christopher O'Connor Title: Vice President

operty Security Agreement

	STATE OF Oh:	:	
	0.11	: SS	
	COUNTY OF Butler	<u> </u>	H Took
			The Territory Ahead
			_
	Before me, the under	signed, a Notary Public, on this ℓ^{j+}	day of October,
	2001, personally appeared J.L.	V. Schuler to me known personall	ly, who, being by me
	duly sworn, did say that he/she is the	e <u>Secretary</u> of	, as Grantor,
	and that said Intellectual Property Se		
	as Grantor, by au	thority of its board of directors, and t	he said
	Tohn V. Scheefer acknowle	edged said instrument to be his/her fr	ee act and deed.
l		_	
1 T			
he 14	exritory		'? 's
	Ahead, Inc.	Jane M. Zinemen	
	Mrs of Janes	Notary Public	•
		My Commission Expires:	JAMES MOCORD ZIMMERMAN
•			Attorney at Law NOTARY PUBLIC - STATE OF OHIO
			My Commission Has No Expirator Date, Section 147.03-37 O.R.C.
			(41.00-31 O.N.O.

Intellectual Property Security Agreement

	STATE OF	Ohio	:	ı
	STATE OF COUNTY OF	Butler	: SS :	Corners fore Services Tue-
mas tone	duly sworn, did and that said In	y appeared J.h. U. Sch say that he/she is the <u>Se</u> tellectual Property Security , as Grantor, by authority	a Notary Public, on this	day of October, y, who, being by me, as Grantor, alf of said ne said
			Jane M. Zimm Notary Public My Commission Expires:	JAMES McCORD ZIMMERMAN Attorney at Law NOTARY PUBLIC - STATE OF OHIO My Commission Has No Expiraton Date. Section 147.03-37 O.R.C.
		ACKNO	DWLEDGMENT	
	STATE OF	Ohio Butler	: : SS :	Charac, Tuc.
	2001, personall duly sworn, did and that said In Ciner, L. P.	say that he/she is the	a Notary Public, on this / the to me known personally of	day of October, y, who, being by me , as Grantor, alf of said ne said
			Notary Public My Commission Expires:	JAMES McCORD ZIMMERMAN Attorney at Law NOTARY PUBLIC - STATE OF OHIO My Commission Has No Expiration Date, Section 147,03-37 O.R.C.

Intellectual Property Security Agreement

STATE OF	Ohic	:	
STATE OF	Butler	: SS :	Correctore Real Estate Correct, LL
2001, personally duly sworn, did s and that said Inte	appeared John V Scots say that he/she is the Security	I, a Notary Public, on this 10 th Meser to me known personally of	y, who, being by me , as Grantor, alf of said
		James M. Zing Notary Public My Commission Expires:	JAMES McCORD ZIMMERMAN Attorney at Law NOTARY PUBLIC - STATE OF OHIO My Commission Has No Expiration Date. Section 147.03-37 O.R.C.
	ACKN	OWLEDGMENT	
STATE OF	Ohio Butler	: : SS :	
2001, personally duly sworn, did sand that said Inte	say that he/she is the ellectual Property Security, as Grantor, by authority	to me known personally of Grand of Agreement was signed on behavior and the said instrument to be his/her from	y, who, being by me Liby Licas Grantor, nalf of said he said
		Jan M. Binner Notary Public My Commission Expires:	JAMES McCORD ZIMMERMAN Attorney at Law NOTARY PUBLIC - STATE OF OHIO My Commission Has No Expiration Data. Section 147.03-37 O.R.C.

Intellectual Property Security Agreement

STATE OF	Ohio	:	
COUNTY OF _	Batler	: SS :	
duly sworn, did s and that said Inte	say that he/she is the	to me known personally of Character of Character of Character of Character of its board of directors, and the said instrument to be his/her free	y, who, being by me , Tic., as Grantor, half of said he said
		James H. Zim	e Mulium
	•	Notary Public	
		My Commission Expires:	Attorney at Law NOTARY PUBLIC - STATE OF OHIO My Commission Has No Expiration Date. Section 147.03-37 O.R.C.
	ACKNO	OWLEDGMENT	
STATE OF	Bohio	:	
COUNTY OF _	Bohi: Butler	: SS :	
2001, personally duly sworn, did s and that said Inte	appeared John V. Salay that he/she is thesellectual Property Security; as Grantor, by authority	Agreement was signed on behavior instrument to be his/her free Notary Public My Commission Expires:	y, who, being by me land District, as Grantor, alf of said he said ee act and deed.
		My Commission Expires:	Aftorney at Law NOTARY PUBLIC - STATE OF OHIO My Commission Has No Expiraton Date. Section 147.03-37 O.R.C.

Intellectual Property Security Agreement

STATE OF	Ohi	:	
STATE OF COUNTY OF _	Butler	: SS :	
B 2001, personally duly sworn, did and that said Inte عسل لم المرادر	refore me, the undersigned appeared John Un School Say that he/she is the School Property Security, as Grantor, by authority	, a Notary Public, on this <u>lotted</u> to me known personally, <u>return</u> of <u>Sm. H.</u> Agreement was signed on beha of its board of directors, and the said instrument to be his/her free	who, being by me + \(\mu\); as Grantor, If of said e said
		James H. France	Andrew .
		Notary Public	
		My Commission Expires:	JAMES McCORD ZIMMERMAN Altomoy at Lew NOTARY PUBLIC - STATE OF OHIO My Commission Has No Expiration Date. Section 147.03-37 O.R.C.
	ACKNO	OWLEDGMENT	
STATE OFCOUNTY OF _	Ohi:	;	
	Dilar	: SS	
COUNTY OF _	Butler	;	The Cornestone
2001, personally duly sworn, did s and that said Inte	appeared John V. Schosay that he/she is the Security	, a Notary Public, on this	who, being by me Inc., as Grantor, If of said
		Notary Public My Commission Expires:	

Intellectual Property Security Agreement

STATE OF Ohi	•	i !
COUNTY OF Butler	: SS :	
duly sworn, did say that he/she is the	of Consider Brian Grantor, Agreement was signed on behalf of said	
· .	Notary Public My Commission Expires: AMES McOORD ZIMMERMAN	となっては、大きない ないでは、1000mmできる。
A CVAN	OWI EDCMENT	.**
ACAN	OWLEDGMENT	
STATE OF Ohio	:	
COUNTY OF Bytler	: SS	
COUNTY OF	: (A. Correctore)	4
Before me, the undersigned 2001, personally appeared John V. So duly sworn, did say that he/she is the Se and that said Intellectual Property Security for brack Grap, Inc., as Grantor, by authority Tahn V Scheler acknowledged	d, a Notary Public, on this lot day of October, I Tuc. Lack to me known personally, who, being by me retary of as Grantor, as Grantor, as Grantor, of its board of directors, and the said said instrument to be his/her free act and deed.	4 7
		÷
	James Mr. Finner	
	Notary Public My Commission Expires: Attorney at Law	
	NOTARY PUBLIC - STATE OF OHIO My Commission Has No Expiration Date. Section 147.03-37 O.R.C.	

Intellectual Property Security Agreement

STATE OF <u>CA</u>	:
COUNTY OF Marin	: SS :
duly sworn, did say that he she is the and that said Intellectual Property Security , as Grantor, by authority	, a Notary Public, on this day of October, differ to me known personally, who, being by me of , as Borrower, Agreement was signed on behalf of said of its board of directors, and the said said instrument to be his/her free act and deed.
OFFICIAL SEAL - 1176116 ROBERT J. CUDDY NOTARY PUBLIC - CALIF COUNTY OF MARIN My Comm. Exp. Mar. 12, 2002	Notary Public My Commission Expires: 3-12-02
ACKNO	OWLEDGMENT
COUNTY OF	: : SS :
2001, personally appearedduly sworn, did say that he/she is theand that said Intellectual Property Security, as Grantor, by authority	
	Notary Public My Commission Expires:

Intellectual Property Security Agreement

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Jurisdiction	<u>Title</u>	Registration No.	Registration Date
U.S.A.	Blinds Plus: Windoware Source Guide	TX4302925	6/7/96
U.S.A.	Windoware 1995 Catalog of Blinds, Shutters and Shades	TX4289315	6/7/96
U.S.A.	Windoware	TX4316687	7/1/96
U.S.A.	No Titles Given	TX4-302-925	
U.S.A.	Ballard Designs: Accents	TX5058911	12/15/99
	For The Home And Garden.	TX5110404	4/3/00
	Serial	TX5110403	4/3/00
		TX5110402	4/3/00
		TX5101425	5/15/00
		TX5098133	5/15/00
		TX5098134	5/15/00
U.S.A.	Ballard Designs: Accents	TX4543560	7/24/97
0.0.1	for the Home and Garden	TX4543559	7/24/97
		TX4572686	11/5/97
		TX4572685	11/5/97
U.S.A.	Ballard Designs: Accents For The Home and Garden	TX4373828	5/30/96
U.S.A.	Ballard Designs: Accents	TX4373829	5/30/96
0.0.11.	For The Home and Garden	TX4373830	5/30/96
		TX4408411	3/12/97
		TX4447218	3/12/97
		TX4408410	3/12/97
U.S.A.	Ballard Designs	VA528141	3/11/91
	Architectural Accents For The Home and Garden: Winter 1991; Ballard Designs Catalogue		
U.S.A.	Ballard Designs B Accents For The Home And Garden: Holiday 1991	VA493955	10/8/91
U.S.A.	Architectural Accents For The Home and Garden:	VA464715	3/11/91

U.S.A.	Ballard Designs Architectural Accents for the Home and Garden: Spring 1990	VA405600	2/7/90
U.S.A.	Ballard Designs Architectural Accents for the Home and Garden: Summer 1990	VA406622	7/18/90
U.S.A.	Ballard Designs: Accents for the Home and Garden. Serial	TX4022384 TX4022385	1/19/95 1/19/95
U.S.A.	Ballard Designs: Accents for the Home and Garden. Serial	TX3809844 TX3809845 TX3795126	10/12/93 10/12/93 4/4/94
U.S.A.	Ballard Designs: Accents for the Home and Garden. Serial	TX3709816 TX3729052	1/10/94 1/10/94
U.S.A.	Ballad Designs: Accents for the Home and Garden. Serial	TX3479854	2/11/93
U.S.A.	Ballard Designs: Accents for the Home and Garden. Serial	VA472648 VA518447 TX343449	9/6/91 7/28/92 11/2/92
U.S.A.	B-D 2000 and 18 other titles. Notice of Security Interest to Copyright. Works: BD-Summer 2000 BD-June 2000 BD-May 2000	TX5-098-133 TX5-098-134	10/18/00
	BD-Spring preview 2000	TX5-202-425 TXu927-542 TXu927-541	
	BD-April 2000 BD-March 2000 BD-February 2000 BD-January 2000 BD-August 1999	TXu927-540 TX5-057-769 TX5-058-696 TX5-019-140 TX5-019-141	
	BD-July 1999 BD-June 1999	TX5-058-911 TX5-038-674	

BD-May 1999	TX4-869-323
BD-March 1999	TX4-918-850
BD-January 1999	TX4-869-322
BD-Holiday preview 1998	TX4-869-321
BD-September 1998	TX4-762-545
BD-July 1998	TX4-762-697
BD-April 1998	TX4-763-048
BD-January 1998	
BD-Holiday 1990	VA-431-373
BD-January 1999	TX4-918-850

Pending Copyright Applications

<u>Jurisdiction</u> <u>Title</u> <u>Application No.</u> <u>Application Date</u>

SCHEDULE B

PATENT COLLATERAL

Registered Patents

D360,978

<u>Jurisdiction</u>

<u>Title</u>

Registration No.

Registration Date

U.S.A.

LapTop Computer Case Design

€

08/08/95

Pending Patent Applications

Jurisdiction

<u>Title</u>

Application No.

Application Date

Trademark Licenses

SCHEDULE D

DOMAIN NAMES

- 1. travelsmith.com
- 2. smithandnoble.com
- 3. ballarddesigns.com
- 4. frontgate.com
- 5. utlimategrill.com
- 6. cornerstonebrands.com
- 7. eballard.com
- 8. ballarddesigns.net
- 9. frontgatesplash.com
- 10. freeswatch.com
- 11. freeswatches.com
- 12. windowarecatalog.com
- 13. windowarecatalog.net
- 14. windowaresourcebook.com
- 15. windowelements.com
- 16. ewindoware.com
- 17. ewindowware.com
- 18. e-windoware.com
- 19. e-windowware.com
- 20. iwindoware.com
- 21. iwindowware.com
- 22. i-windoware.com
- 23. i-windowware.com
- 24. smithandnobel.org
- 25. smithandnoble.net
- 26. smithandnobel.net
- 27. smithnoble.net
- 28. windowaresourcebook.net
- 29. windowelements.net
- 30. freeswatch.net
- 31. freeswatch.org
- 32. freeswatches.net
- 33. freeswatches.org
- 34. cbecs-egroup.com
- 35. cs-dev.com
- 36. cbecs-test.com
- 37. cbecs.com
- 38. Garnethill.com
- 39. Garnethillonline.com
- 40. Garnetkids.com

- 41. Garnethome.com Garnetwear.com 42.
- Garnetstyle.com 43.
- Garnetsheets.com 44.
- Garnetdesign.com 45.
- Garnetexclusive.com 46.
- 47. Garnetflannel.com
- Garnetcatalog.com 48.
- Garnethillcatalog.com 49.
- Garnetthill.com 50.
- Garnethill.org 51.
- TTAHEAD.COM 52.
- THETERRITORYAHEAD.COM 53.
- 54. TERRITORYAHEAD.COM
- 55. TERRITORYAHEAD.NET
- 56. TERITORYAHEAD.COM
- 57. ISABELLABIRD.COM
- Travelsmith.net 58.

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

Jurisdiction

<u>Title</u>

Registration No.

Registration Date

Pending Copyright Applications

Jurisdiction

<u>Title</u>

Application No.

Application Date

Intellectual Property Security Agreement

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SCHEDULE B

PATENT COLLATERAL

Registered Patents

<u>Jurisdiction</u> <u>Title</u> <u>Registration No.</u> <u>Registration Date</u>

Pending Patent Applications

<u>Jurisdiction</u> <u>Title</u> <u>Application No.</u> <u>Application Date</u>

Intellectual Property Security Agreement

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SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

Jurisdiction

Title

Registration No.

Registration Date

Trademark Applications

Jurisdiction

<u>Title</u>

Application No.

Application Date

Trademark Licenses

Intellectual Property Security Agreement

3317126v3

SCHEDULE D

DOMAIN NAMES

Intellectual Property Security Agreement

RECORDED: 01/30/2002

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