

02-14-2002
101982804

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

1. Name of conveying party(ies):

Cornerstone Brands, Inc.,
a Delaware Corporation

1-30-02

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 10, 2001

2. Name and address of receiving party(ies)

Name: Wells Fargo Retail Finance LLC

Internal Address: 18th Floor

Street Address: One Boston Place

City: Boston State: MA Zip: 02108

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- 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) 76/044,690; 75/308,618; 75/222,850; 75/120,696; 76/150,110; 76/041,279; 76/039,924; 76/039,923; 76/039,922; 75/945,582; 75/348,574; 75/626,039; 75/525,327; 75/525,058;

B. Trademark Registration No.(s) 2,248,432; 2,185,702; 2,132,340; 2,128,829; 1,964,697; 1,636,913; 1,636,156; 2,441,084; 2,193,719; 1,870,879; 1,870,878; 1,666,184;

Additional number(s) attached Yes No

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

Name: Alina Kantor Nir, Esq.

Internal Address: Choate, Hall & Stewart

35th

Street Address: 53 State Street

City: Boston State: MA Zip: 02109

6. Total number of applications and registrations involved: 60

7. Total fee (37 CFR 3.41).....\$2,400.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

03-1721

JAN 30 2002

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

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9. Statement and signature.

To the best of my knowledge and belief, the foregoing information is true and correct and any attached documents are a true copy of the original document.

Linda D. Kostrubanic

Linda D. Kostrubanic

Signature

11/10/01

Date

Total number of pages including cover sheet, attachments, and document: 40

Documents to be recorded with required cover sheet information to:
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Washington, D.C. 20231

02/13/2002 DBYRNE 0000135 76044690
01 FC:481
02 FC:482

Rep. In. Ref: 02/13/2002 DBYRNE 0009-01900
Name/Number: 76044690
C: 704

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To the Honorable Commissioner of Patents and Trademarks: 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) 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: _____

Internal _____

Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: _____

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

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;

Additional number(s) attached Yes No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

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

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Name of Person Signing

Signature

Date

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

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

1. Name of conveying party(ies):

TravelSmith Outfitters, Inc.,
a California Corporation

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: _____

Internal

Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

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

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

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

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Signature

Date

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

1. Name of conveying party(ies):

The Cornerstone Holdings Group, Inc.,
a Delaware Corporation

- 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: _____

Internal
Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other _____

If assignee is not domiciled in the United States, a domestic
representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and
registrations involved: _____

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

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

1. Name of conveying party(ies):

Cinmar, Inc.,
an Ohio Corporation

- 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: _____
Internal
Address: _____

Street Address: _____
City: _____ State: _____ Zip: _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name
- Other _____

Execution Date: _____

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

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

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To the Honorable Commissioner of Patents and Trademarks: 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
- Other _____
- Association
- Limited Partnership

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: _____

Internal

Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other _____

if assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: _____

Internal Address: _____

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6. Total number of applications and registrations involved:

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

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

1. Name of conveying party(ies):
Garnet Hill, Inc.,
a New Hampshire Corporation

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: _____
Internal Address: _____
Street Address: _____
City: _____ State: _____ Zip: _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: _____
Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved:

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

1. Name of conveying party(ies):
Cornerstone Real Estate Company I, LLC,
a Delaware Limited Liability Company

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: _____
Internal Address: _____
Street Address: _____
City: _____ State: _____ Zip: _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: _____
Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved:

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

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Name of Person Signing Signature Date

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

1. Name of conveying party(ies):
Cornerstone Consolidated Services Group, Inc.,
a Delaware Corporation

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: _____
Internal Address: _____
Street Address: _____
City: _____ State: _____ Zip: _____

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

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

3. Nature of conveyance:

Assignment Merger
 Security Agreement Change of Name
 Other _____

Execution Date: _____

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

A. Trademark Application No.(s) _____

B. Trademark Registration No.(s) _____

Additional number(s) attached Yes No

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

Name: _____
Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved:

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

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

1. Name of conveying party(ies):

The Territory Ahead, Inc.,
a Delaware Corporation

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: _____

Internal

Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

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

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Signature

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

1. Name of conveying party(ies):

Cinmar, L.P.,
a Delaware Limited Partnership

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

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

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other _____
- Merger
- Change of Name

Execution Date: _____

2. Name and address of receiving party(ies)

Name: _____

Internal

Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

Individual(s) citizenship _____

Association _____

General Partnership _____

Limited Partnership _____

Corporation-State _____

Other _____

If assignee is not domiciled in the United States, a domestic representative designation is attached: Yes No
(Designations must be a separate document from assignment)
Additional name(s) & address(es) attached? Yes No

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

Additional number(s) attached Yes No

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

Name: _____

Internal Address: _____

Street Address: _____

City: _____ State: _____ Zip: _____

6. Total number of applications and registrations involved: _____

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

- Enclosed
- Authorized to be charged to deposit account

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Signature

Date

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Washington, D.C. 20231

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

| <u>Jurisdiction</u> | <u>Title</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------|--|-------------------------|--------------------------|
| 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 Indispensable 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> | <u>Serial No.</u> | <u>Application Date</u> |
|---------------------|------------------------------|-------------------|-------------------------|
| 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"):

(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 Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S. and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); 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 Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks"); and

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names"); 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. Assignment. 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

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. Power of Attorney. 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. Newly Registered Copyrights, Patents and Trademarks. 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.]

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: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

THE CORNERSTONE BRANDS GROUP, INC., a Delaware corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

SMITH & NOBLE, LLC, a Delaware limited liability company

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

THE CORNERSTONE HOLDINGS GROUP, INC., a Delaware corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

CINMAR, INC., an Ohio corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

BALLARD DESIGNS, INC., a Georgia corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

GARNET HILL, INC., a New Hampshire corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

CORNERSTONE REAL ESTATE COMPANY I, LLC, a Delaware limited liability company

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

CORNERSTONE CONSOLIDATED SERVICES GROUP, INC., a Delaware corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

By: Cinmar, Inc.
Its: General Partner

CINMAR, L.P., a Delaware limited partnership

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

THE TERRITORY AHEAD, INC., a Delaware corporation

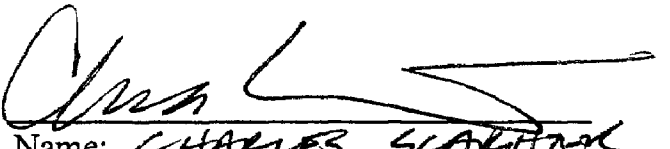
By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

TRAVELSMITH OUTFITTERS, INC.,
a California corporation

By: 

Name: Scott Sklar
Title: Co-President

TRAVELSMITH OUTFITTERS, INC., a California corporation

By: 
Name: CHARLES SCARDINO
Title: CO-PRESIDENT

1 PA - WEULS 10/16/01

Intellectual Property Security Agreement

AGENT:

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

By: 

Name: Christopher O'Connor

Title: Vice President

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

The Territory Ahead, Inc.

Before me, the undersigned, a Notary Public, on this 1st day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of _____, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said _____, as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

The Territory Ahead, Inc.

James M. Zimmerman

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.

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

*Cornerstone
Consolidated
Services
Group, Inc.*

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of _____, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Cornerstone Consolidated Services Group, Inc., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman

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.

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

*Zimmer, Inc.
general partner
of Zimmer
L.P.*

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of _____, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Zimmer, L.P., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman

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.

ACKNOWLEDGMENT

STATE OF Ohio :
: SS
COUNTY OF Butler :

Cornerstone
Real Estate
Company, I, LLC

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Cornerstone Real Estate Company, I, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
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.

ACKNOWLEDGMENT

STATE OF Ohio :
: SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Granet Hill, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
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.

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 13th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Cinmar, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Cinmar, Inc., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
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.

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Ballard Design, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Ballard Design, Inc., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
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

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Smith + Noble, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Smith + Noble, LLC, as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
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.

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of _____, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said The Cornerstone Holding Group, Inc. as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

The Cornerstone
Holdings
Group -
Inc.

James M. Zimmerman
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.

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Cornestone Brands, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Cornestone Brands, Inc., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
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.

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of The Cornestone Brands Group, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Cornestone Brands Group, Inc., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

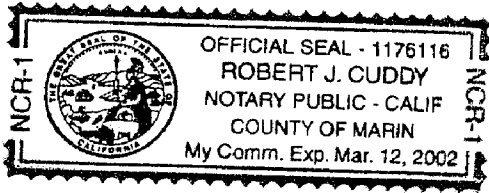
James M. Zimmerman
Notary Public
My Commission Expires:

JAMES McCORD ZIMMERMAN
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Date: Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF CA :
 : SS
COUNTY OF Marin :

Before me, the undersigned, a Notary Public, on this 16th day of October, 2001, personally appeared Charles Slaughter to me known personally, who, being by me duly sworn, did say that he/she is the _____ of _____, as Borrower, and that said Intellectual Property Security Agreement was signed on behalf of said _____, as Grantor, by authority of its board of directors, and the said _____ acknowledged said instrument to be his/her free act and deed.



Robert J. Cuddy
Notary Public
My Commission Expires: 3-12-02

ACKNOWLEDGMENT

STATE OF _____ :
 : SS
COUNTY OF _____ :

Before me, the undersigned, a Notary Public, on this ____ day of October, 2001, personally appeared _____ to me known personally, who, being by me duly sworn, did say that he/she is the _____ of _____, as Borrower, and that said Intellectual Property Security Agreement was signed on behalf of said _____, as Grantor, by authority of its board of directors, and the said _____ acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: _____

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

| <u>Jurisdiction</u> | <u>Title</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------|---|-------------------------|--------------------------|
| 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 For The Home And Garden. Serial | TX5058911 | 12/15/99 |
| | | TX5110404 | 4/3/00 |
| | | 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 for the Home and Garden | TX4543560 | 7/24/97 |
| | | 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 For The Home and Garden | TX4373829 | 5/30/96 |
| | | TX4373830 | 5/30/96 |
| | | TX4408411 | 3/12/97 |
| | | TX4447218 | 3/12/97 |
| | | TX4408410 | 3/12/97 |
| U.S.A. | Ballard Designs Architectural Accents For The Home and Garden: Winter 1991; Ballard Designs Catalogue | VA528141 | 3/11/91 |
| 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 |

Early Spring 1991

| | | | |
|--------|--|---|--------------------------------|
| 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 BD-Spring preview 2000 BD-April 2000 BD-March 2000 BD-February 2000 BD-January 2000 BD-August 1999 BD-July 1999 BD-June 1999 | TX5-098-133 TX5-098-134 TX5-202-425 TXu927-542 TXu927-541 TXu927-540 TX5-057-769 TX5-058-696 TX5-019-140 TX5-019-141 TX5-058-911 TX5-038-674 | 10/18/00 |

| | |
|-------------------------|-------------|
| 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

| <u>Jurisdiction</u> | <u>Title</u> | <u>Registration No.</u> | <u>Registration Date</u> |
|---------------------|--------------------------------|-------------------------|--------------------------|
| U.S.A. | LapTop Computer Case Design | D360,978 | 08/08/95 |

Pending Patent Applications

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

Design

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. cbees-egroup.com
35. cs-dev.com
36. cbees-test.com
37. cbees.com
38. Garnethill.com
39. Garnethillonline.com
40. Garnetkids.com

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

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

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

Pending Copyright Applications

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

Intellectual Property Security Agreement

3317126v3

TRADEMARK
REEL: 002437 FRAME: 0766

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> |
|---------------------|--------------|------------------------|-------------------------|
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Intellectual Property Security Agreement

3317126v3

TRADEMARK
REEL: 002437 FRAME: 0767

SCHEDULE C

TRADEMARK COLLATERAL

Registered Trademarks

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

Trademark Applications

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

Trademark Licenses

Intellectual Property Security Agreement

3317126v3

TRADEMARK
REEL: 002437 FRAME: 0768

SCHEDULE D
DOMAIN NAMES

Intellectual Property Security Agreement

3317126v3

RECORDED: 01/30/2002

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