

03-18-2002



Document ID # 101944488

Form PTO-1594

(Rev. 03/01)

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

OVER SHEET

U.S. DEPARTMENT OF COMMERCE

U.S. Patent and Trademark Office

102020112

TRADEMARKS ONLY

Tab settings ⇌ ⇌ ⇌ ▼ ▼ ▼ ▼ ▼ ▼

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

1. Name of conveying party(ies):

Cornerstone Brands, Inc.

☐ Individual(s)☐ Association☐ General Partnership☐ Limited Partnership☒ Corporation-State Delaware☐ Other _____Additional name(s) of conveying party(ies) attached? ☐ Yes ☐ No

3. Nature of conveyance:

☐ Assignment☐ Merger☒ Security Agreement☐ Change of Name☐ Other _____

Execution Date: 10-24-01

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal

Address: _____

Street Address: 4445 Willard Avenue, 12th Floor

City: Chevy Chase State: MD Zip: 20815

☐ Individual(s) citizenship _____☐ Association _____☐ General Partnership _____☐ Limited Partnership _____☐ Corporation-State _____☒ Other Limited Liability Company

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

B. Trademark Registration No. (s)

2,248,432 2,185,702 2,132,340
2,128,829 1,964,697 1,636,913Additional number(s) attached ☒ Yes ☐ No

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

Name: Michael T. Platt, Esquire

Internal Address: Patton Boggs, LLP

Street Address: 2550 M Street, N.W.

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

6. Total number of applications and

registrations involved: _____

59

7. Total fee (37 CFR 3.41).....\$ 1,490.00

☒ Enclosed☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

Michael T. Platt

Name of Person Signing

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

TRADEMARK

REEL: 002461 FRAME: 0680

**TRADEMARK APPLICATION NUMBERS AND REGISTRATION NUMBERS
CONTINUATION SHEET**

TRADEMARK APPLICATIONS

76/039,924	76/039,923	76/039,922	75/945,582
75/348,574	75/626,039	75/525,327	75/525,058
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		

TRADEMARK REGISTRATION NUMBERS

1,636,156	2,441,084	2,193,719	1,870,879
1,870,878	1,666,184	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	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		

01-14-2002

Form PTO-1594

(Rev. 03/01)

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

Tab settings ⇨ ⇨ ⇨ ▼

RI



101944488

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

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

1. Name of conveying party(ies):

Cornerstone Brands, Inc.

11/14/02

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

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

3. Nature of conveyance:

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

Execution Date: 10-24-01

2. Name and address of receiving party(ies)

Name: CapitalSource Finance LLC

Internal

Address: _____

Street Address: 4445 Willard Avenue 12th Floor

City: Chevy Chase State: MD Zip: 20815

- ☐ Individual(s) citizenship _____
☐ Association _____
☐ General Partnership _____
☐ Limited Partnership _____
☐ Corporation-State _____
☒ Other Limited Liability Company

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

B. Trademark Registration No.(s)

2,248,432 2,185,702 2,132,340
 2,128,829 1,964,697 1,636,913

Additional number(s) attached ☒ Yes ☐ No

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

Name: Michael T. Platt, Esquire

Internal Address: Patton Boggs, LLP

Refund Ref:

01/14/2002 GTON11 0000113311

CHECK Refund Total: \$070.00

Street Address: 2550 M Street, N.W.

01/14/2002 GTON11 00000381 76044690

01 FC:481

40.00 OP

02 FC:482

1450.00 OP

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

6. Total number of applications and registrations involved: 59

7. Total fee (37 CFR 3.41).....\$ 2,360.00

- ☒ Enclosed
☐ Authorized to be charged to deposit account

8. Deposit account number:

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

DO NOT USE THIS SPACE

9. Statement and signature.

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

MICHAEL T. PLATT

Name of Person Signing

Michael T. Platt

Signature

11/11/02

Date

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

27

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

TRADEMARK
 REEL: 002461 FRAME: 0682

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 24, 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 CapitalSource Finance LLC., a Delaware limited liability company, as agent for each of the Purchasers from time to time party to the Note Purchase 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 Note Purchase Agreement.

RECITALS

WHEREAS, pursuant to the Note Purchase Agreement (as amended, supplemented or otherwise modified from time to time, the "Note Purchase Agreement") dated as of the date hereof by and among the Grantors, the Agent and the Purchasers from time to time party thereto (the "Purchasers"), the Purchasers have agreed, subject to the terms and conditions set forth therein, to purchase certain senior subordinated notes to the Parent (collectively, the "Notes"); and

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

NOW, THEREFORE, in consideration of the willingness of the Agent and the Purchasers to enter into the Note Purchase Agreement and to agree, subject to the terms and conditions set forth therein, purchase the Notes from the Parent 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 Purchasers, 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 Purchasers 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 Purchasers.

4. Power of Attorney. Each Grantor hereby irrevocably grants the Agent for its benefit and for the ratable benefit of the Purchasers 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 Purchasers 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 Purchasers 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 Purchasers 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 Note Purchase 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 Purchasers, 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 Purchasers, under the Note Purchase 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 Note Purchase 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 Note Purchase Agreement or the other Purchase Documents, the provisions of the Note Purchase Agreement or the other Purchase Documents shall govern.

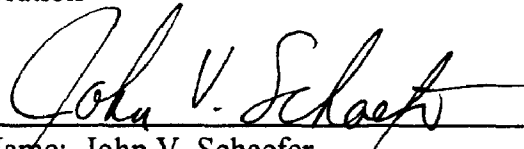
(b) This Intellectual Property Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

[Signatures appear on following pages.]

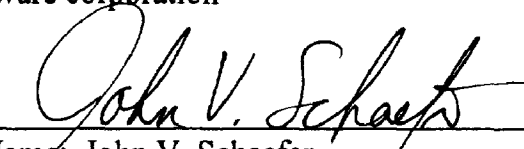
IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

GRANTORS:

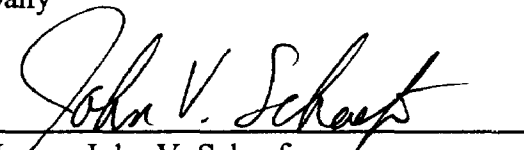
CORNERSTONE BRANDS, INC., a Delaware corporation

By: 
Name: John V. Schaefer
Title: Secretary

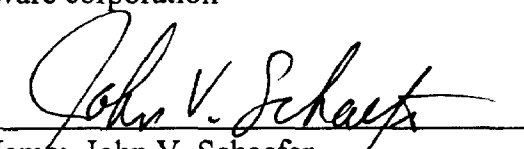
THE CORNERSTONE BRANDS GROUP, INC., a Delaware corporation

By: 
Name: John V. Schaefer
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

CALVIN ARMOUR
Notary Public, State of Ohio
My Commission Expires Mar. 18, 2008

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

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

CALVIN ARMOUR
Notary Public, State of Ohio
My Commission Expires Mar. 18, 2008

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

CALVIN ARMOUR
Notary Public, State of Ohio
My Commission Expires Mar. 18, 2006

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

CALVIN ARMOUR
Notary Public, State of Ohio
My Commission Expires Mar. 18, 2006

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Hamilton ^{LA} Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

CALVIN ARMOUR
Notary Public, State of Ohio
My Commission Expires Mar. 18, 2006

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

CALVIN ARMOUR
Notary Public, State of Ohio
My Commission Expires Mar. 18, 2006

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

CALVIN ARMOUR
Notary Public, State of Ohio
My Commission Expires Mar. 18, 2006

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

CALVIN ARMOUR
Notary Public, State of Ohio
My Commission Expires Mar. 18, 2006

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 12th day of October, 2001, personally appeared John 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 Schaefer acknowledged said instrument to be his/her free act and deed.

Calvin Armour
Notary Public
My Commission Expires: 3-18-06

CALVIN ARMOUR
Notary Public, State of Ohio
My Commission Expires Mar. 18, 2006

TRAVELSMITH OUTFITTERS, INC., a California
corporation

By:



Name: CHARLES SLAUGHTER

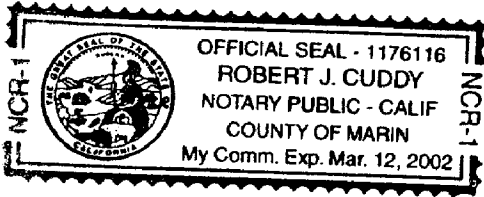
Title: CO. PRESIDENT.

IPA CAP SOURCE 10/16/01

ACKNOWLEDGMENT

STATE OF CA :
COUNTY OF Marin : SS

Before me, the undersigned, a Notary Public, on this 10th 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 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 _____ 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 _____ :
COUNTY OF _____ : SS

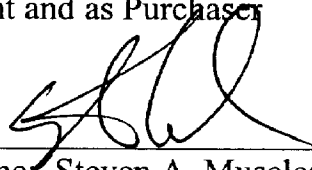
Before me, the undersigned, a Notary Public, on this _____ day of October, 2001, personally appeared _____ to me known personally, who, being by me duly sworn, did say that he/she is the _____ of _____, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said _____,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

Notary Public
My Commission Expires: _____

AGENT:

CAPITALSOURCE FINANCE LLC,
as Agent and as Purchaser

By: _____


Name: Steven A. Museles

Title: Senior Vice President

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 – Accents For The Home And Garden: Holiday 1991	VA493955	10/8/91
U.S.A.	Architectural Accents For The Home and Garden: Early Spring 1991	VA464715	3/11/91

Intellectual Property Security Agreement

3317126v3

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TRADEMARK
REEL: 002461 FRAME: 0698

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 BD-May 1999 BD-March 1999 BD-January 1999 BD-Holiday preview 1998 BD-September 1998 BD-July 1998	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 TX4-869-323 TX4-918-850 TX4-869-322 TX4-869-321 TX4-762-545 TX4-762-697	10/18/00

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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>
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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
U.S.A.	Direct Measuring Devices	5,510,891	04/23/96

Pending Patent Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
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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 Home	1,812,526	12/21/93
U.S.A.	Frontage	1,746,590	1/12/93

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TRADEMARK
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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.	Windowware	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 & Design	75/784,608	8/25/99

Trademark Licenses

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TRADEMARK
REEL: 002461 FRAME: 0704

SCHEDULE D
DOMAIN NAMES

SCHEDULE E

FOREIGN PATENT COLLATERAL

Registered Patents

Jurisdiction

Title

Registration No.

Registration Date

Pending Patent Applications

Jurisdiction

Title

Application No.

Application Date

SCHEDULE F**FOREIGN TRADEMARK COLLATERAL****Registered Trademarks**

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
CTM	Ballard Designs	000728436	06/07/00
Japan	Ballard Designs	4454306	02/23/01
Japan	Misc. Design	4474556	05/18/01
EU	Travelsmith	335190	07/10/98
EU	Design (Plane)	335232	09/01/98
Japan	Travelsmith	4105022	01/23/98
UK	Travelsmith	2181576	11/09/98
UK	Design (Plane)	2181581	11/09/98
Australia	The Territory Ahead & Design	727121	11/05/97
China	The Territory Ahead & Design	767637	09/21/95
China	The Territory Ahead & Design	768870	09/28/95
Germany	The Territory Ahead & Design	2025286	02/21/02
France	The Territory Ahead & Design	94/512,662	09/09/94
UK	The Territory Ahead & Design	1556141	12/09/94
UK	The Territory Ahead & Design	1556142	05/12/95
Hong Kong	The Territory Ahead & Design	0185/94	02/29/92
Hong Kong	The Territory Ahead & Design	71291996	08/01/96
Japan	The Territory Ahead & Design	2588383	10/29/93
Japan	The Territory Ahead & Design	4021522	07/04/97
Mexico	The Territory Ahead & Design	493,500	05/31/95
Mexico	The Territory Ahead & Design	475209	09/27/94
Japan	The Territory Ahead & Design	4039532	10/23/97
Japan	The Territory Ahead &	4049126	08/29/97

Mexico	Design The Territory Ahead & Design	493,500	05/31/95
Mexico	The Territory Ahead & Design	475209	09/27/94
Singapore	The Territory Ahead & Design	T97/4616E	04/17/97

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
CTM	Misc. Design	000761882	02/26/98
EU	The Indispensable Black Travel Dress		11/09/98
Japan	The Territory Ahead & Design	030704/95	03/29/95
Japan	The Territory Ahead & Design	101072/95	09/29/95
Singapore	The Territory Ahead & Design	4614/97	04/17/97
Singapore	The Territory Ahead & Design	4612/97	04/17/97
Singapore	The Territory Ahead & Design	4613/97	04/17/97
Turkey	The Territory Ahead & Design - Turkey		Proposed
Turkey	The Territory Ahead & Design - Turkey		Proposed

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