

4/26/02

04-26-2002

Form PTO-1594  
(Rev. 03/01)  
OMB No. 0651-0027 (exp. 5/31/2002)

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

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):

Imperial Home Decor Management Group, Inc.  
Formerly: WPD Investments, 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: 03/30/01

2. Name and address of receiving party(ies)

Name: The Chase Manhattan Bank, as Agent

Internal

Address:

Street Address:

City: New York State: NY Zip: 10081

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State New York
- 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) 76-299761  
See Attachment 1

B. Trademark Registration No.(s) 2,502,465  
See Attachment 1

Additional number(s) attached  Yes  No

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

Name: Seth E. Gardner

Internal Address: Wachtell, Lipton, Rosen & Katz

Street Address: 51 West 52nd Street

City: New York State: NY Zip: 10019

6. Total number of applications and registrations involved:

2

7. Total fee (37 CFR 3.41).....\$ 65.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Michael Lancia  
Name of Person Signing

*Michael Lancia*  
Signature

4/22/02  
Date

Total number of pages including cover sheet, attachments, and document: 3a

04/29/2002 6TON11 00000003 76299761

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

01 FC:481 40.00 OP  
02 FC:482 25.00 OP

TRADEMARK  
REEL: 002492 FRAME: 0764

Attachment 1

Trademark Registrations/Applications to be Recorded for Imperial Home Decor Group Management, Inc.

<u>Trademark</u>	<u>Reg. No.</u>	<u>Date</u>
Mary Stanton	2,502,465	10/30/01

<u>Trademark Application</u>	<u>Serial. No.</u>	<u>Date</u>
Reaching Beyond The Walls	76-299761	08/15/01

## TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (this "Agreement") is made and entered into as of March 30, 2001 by IMPERIAL HOME DECOR GROUP MANAGEMENT, INC., a Delaware corporation (the "Grantor"), in favor of THE CHASE MANHATTAN BANK, in its capacity as agent (in such capacity, the "Agent") for itself and the lenders from time to time party to (or bound by) the Credit Agreement referred to below (collectively, the "Lenders"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Credit Agreement referred to below.

### WITNESSETH:

WHEREAS, pursuant to that certain Credit Agreement dated as of the date hereof by and among the Borrowers (including the Grantor), the Agent and the Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Credit Agreement"), the Lenders were deemed to have made Term Loans to the Borrowers (including the Grantor);

WHEREAS, in order to induce the Agent and the Lenders to enter into the Credit Agreement and the other Loan Documents, the Grantor has agreed to grant a continuing Lien on the Collateral (as hereinafter defined) to secure the Secured Obligations (as hereinafter defined).

### AGREEMENT

NOW, THEREFORE, in consideration of the premises and in order to induce the Lenders to enter into the Credit Agreement, the Grantor hereby agrees with the Agent for its benefit and the ratable benefit of the Lenders as follows:

1. Creation of Security Interest. As collateral security for the full and prompt payment when due (whether at stated maturity, by acceleration of otherwise) of, and the performance of, all obligations, whether for principal, interest, fees or otherwise, of the Grantor under, arising out of or in connection with this Agreement, the Term Loans, the Term Loan Notes, the Credit Agreement, and/or any of the other Loan Documents, and all other "Obligations" under and as defined in the Credit Agreement (collectively, the "Secured Obligations"), the Grantor hereby assigns, conveys, mortgages, pledges, hypothecates and transfers to the Agent and hereby grants to the Agent, for the benefit of the Agent and the Lenders, a continuing security interest in, lien on, assignment of and right of set-off against, all of the property, assets and collateral described in Section 2 hereof (collectively, the "Collateral"), whether now owned or existing or hereafter acquired or arising, regardless of where located. Nothing herein shall be deemed to be a grant of a security interest in or assignment of a license for Proprietary Rights, if such grant or assignment violates the terms of, or results in a right of termination with respect to, such license.

2. Collateral. The Collateral is comprised of and constitutes:

(a) all of the Grantor's trademarks, trademark registrations, tradenames and trademark applications, which, in each case, are now or hereafter filed with the

United States Patent and Trademark Office, any similar office or agency of any state, territory or possession of the United States or any similar office or agency of any other countries or used in the United States, any state, territory or possession thereof or any other country, including, without limitation, the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule A attached hereto and made a part hereof, and (i) renewals thereof, (ii) all income, royalties, damages and payments now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing trademarks, trademark registrations, tradenames and trademark applications, together with the items described in clauses (i)-(iv) in this subparagraph (a), are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"); and

(b) the goodwill of the Grantor's business connected with and symbolized by the Trademarks.

3. Restrictions on Future Agreements. Until all of the Secured Obligations shall have been fully and finally paid in cash and the Credit Agreement shall have been terminated, the Grantor shall not without the Agent's prior written consent, (a) enter into any agreement, including, without limitation, any license agreement that is inconsistent with the Grantor's obligations under this Agreement, any other Loan Document to which the Grantor is a party, or the Credit Agreement, (b) take any action, or permit any action to be taken by others subject to its control, including licensees, or fail to take any action (including, without limitation, the abandonment of any Trademark), that would affect the validity or enforceability of the rights transferred to the Agent under this Agreement or (c) enter into any other contractual obligation, including, without limitation, any license agreement, that may restrict or inhibit the Agent's rights to sell or otherwise dispose of all or any part of the Collateral or any part thereof after the occurrence of an Event of Default.

4. New Trademarks. The Grantor represents and warrants that the Trademarks listed on Schedule A constitute all of the registered trademarks, tradenames and applications which are as of the Closing Date owned by or are pending on behalf of the Grantor in the United States or any state of the United States (as set forth on Schedule A) and that, except as set forth on Schedule B hereto, the Grantor is not aware of any such trademarks and tradenames that are not registered in the United States or any state thereof. If, before all of the Secured Obligations have been fully and finally paid in cash, the Grantor shall (a) (i) obtain any registration or apply for any registration after the date hereof in the United States Patent and Trademark Office or in any similar office or agency of a state, territory or possession of the United States or (ii) obtain rights to any trademarks or tradenames used in the United States or any state, territory or possession thereof, or (b) (i) become entitled to the benefit of any trademark application, trademark, tradename or trademark registration in the United States or any state, territory or possession thereof or (ii) become entitled to the benefit of any trademark or tradenames used in the United States or any state, territory or possession thereof, then (i) the Collateral shall automatically be deemed to include the foregoing and (ii) the provisions of this

Agreement, including Section 1 hereof, shall automatically apply thereto and such Grantor shall promptly give the Agent written notice thereof. The Grantor hereby authorizes the Agent to modify this Agreement from time to time by amending Schedule A to include any future trademarks, trademark registrations, trademark applications and tradenames that are Trademarks, as applicable, under Section 2 or under this Section 4; provided, that the failure by the Agent to so amend Schedule A shall not be deemed or construed, directly or indirectly, by implication or otherwise, to limit or restrict the Agent's Lien in and to any of the foregoing or any other Collateral.

5. Additional Representations and Warranties. The Grantor hereby represents, warrants, covenants and agrees that:

(a) Except as otherwise provided herein, it is and will continue to be the owner of all its right, title and interest in the Collateral so long as the Trademarks shall continue in force, free from any Lien in favor of any Person.

(b) It has the full right and power to grant the security interest in the Collateral made hereby.

(c) Except as permitted under the Credit Agreement, it has made no previous assignment, transfer or agreements in conflict herewith or constituting a present or future assignment, transfer, or encumbrance on any of the Collateral except, but without in any way limiting the provisions of subsection 5(b) above, for the Lien in the Collateral granted to the Senior Agent pursuant to the Senior Loan Documents, and for license agreements to use such Collateral granted to licensees and consents and other agreements which limit the right of the Grantor or its licensees to use the Trademarks or sue for infringement.

(d) Except as permitted under the Credit Agreement, so long as any of the Secured Obligations remain outstanding or the Credit Agreement has not terminated, it will not execute, and there will not be on file in any public office, any financing statement or other document or instruments evidencing or giving notice of liens affecting the Collateral.

(e) To the best of the Grantor's knowledge, no material infringement or unauthorized use presently is being made of any of the Trademarks which would adversely affect the fair market value of the Collateral or the benefits of this Agreement granted to the Agent, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of the Agent hereunder and the Grantor will continue to maintain monitoring and enforcement practices that fully and adequately protect the Collateral. The Grantor has advised the Agent of its trademark monitoring and enforcement practices, and will not materially modify such practices without the prior written consent of the Agent.

6. Royalties; Terms. The Grantor hereby agrees that the permitted use by the Agent of all Trademarks shall be to the extent of use permitted by the Grantor without any liability for royalties or other related charges from the Agent to the Grantor. The term of the security interest granted herein shall extend until the earlier to occur of (a) the expiration of each

of the respective Trademarks, or (b) the time when all of the Secured Obligations have been fully and finally paid in cash and the Credit Agreement has been terminated.

7. The Agent's Right to Inspect. The Grantor agrees that from and after the occurrence of an Event of Default (until such Event of Default is cured or waived) and the provision by the Agent of written notice to the Grantor of the Agent's intention to enforce its rights and claims against any of the Collateral, the Agent shall have the right to establish such additional product quality controls as the Agent, in its sole judgment, may deem necessary to assure maintenance of the quality of products sold by any Borrower (including the Grantor) under the Trademarks. The Grantor agrees (a) not to sell or assign its interest in, or grant any license under the Trademarks that is inconsistent with the Grantor's obligations under this Agreement, any other Loan Document to which the Grantor is a party, or the Credit Agreement, without the prior written consent of the Agent; (b) to maintain the quality of any and all products in connection with which the Trademarks are used, consistent with the quality of such products as of the date hereof; (c) not reduce the quality of such products without the Agent's express written consent; and (d) to provide the Agent, upon request, with a certificate of an officer of the Grantor certifying the Grantor's compliance with the foregoing.

8. Termination of the Agent's Security Interest. This Agreement is made for collateral purposes only. Subject to Section 20 hereof, upon the full and final payment in cash of all of the Secured Obligations and termination of the Credit Agreement, the Agent's security interest in the Collateral shall automatically terminate without any further action, and the Agent shall, at the Grantor's sole cost and expense, promptly execute and deliver to the Grantor all termination statements and other instruments as may be necessary or proper to terminate the Agent's security interest in the Collateral, subject to any disposition thereof that may have been made by the Agent pursuant to Section 15 or any other provision hereof.

9. Duties of the Grantor. The Grantor shall (a) prosecute diligently any trademark application that is part of the Trademarks pending as of the date hereof or thereafter until all of the Secured Obligations shall have been paid fully and finally paid in cash and the Credit Agreement shall have been terminated, (b) make application for trademarks, as appropriate, (c) preserve and maintain all rights in trademark applications, trademarks, tradenames, and trademark registrations that are part of the Trademarks, (d) not abandon any right to file a trademark application nor any pending trademark application, in each case if material to the Grantor's business, if the value thereof could reasonably be expected to justify the cost of obtaining such trademark, and (e) not abandon any given Trademark material to the Grantor's business without the consent of the Agent unless such Trademark is no longer materially useful in the Grantor's or its affiliates' businesses. Any expenses incurred in connection with the applications referred to in this Section 9 shall be borne by the Grantor. The Grantor agrees to retain an experienced trademark attorney for the filing and prosecution of all such applications and other proceedings and to cause such attorney to keep the Agent and its counsel advised on a current basis of any such applications or proceedings.

If the Grantor fails to comply with any of the foregoing duties, the Agent may so comply in the Grantor's name to the extent permitted by law, but at the Grantor's expense, and

the Grantor hereby agrees to reimburse the Agent in full for all expenses, including the fees and disbursements of attorneys and paralegals (including charges for inside counsel) incurred by the Agent in protecting, defending and maintaining the Collateral.

In the event that the Grantor shall fail to pay when due any fees required to be paid by it hereunder, or shall fail to discharge any Lien, prohibited hereby, or shall fail to comply with any other duty hereunder, the Agent may, but shall not be required to pay, satisfy, discharge or bond the same for the account of the Grantor, and all moneys so paid out shall constitute Secured Obligations and shall be repayable on demand.

The Grantor shall take all action necessary to preserve and maintain the validity, perfection and priority of the Agent's security interest granted herein in and to the Collateral.

10. The Agent's Right to Sue. After the occurrence of an Event of Default and so long as such Event of Default is continuing, the Agent shall have the right, but shall in no way be obligated, to bring suit in its own name to enforce the Collateral, and any licenses thereunder, and, if the Agent shall commence any such suit, the Grantor shall, at the request of the Agent, do any and all reasonable and necessary lawful acts and execute any and all reasonable and necessary documents required by the Agent in aid of such enforcement and the Grantor shall indemnify and shall, upon demand, promptly reimburse the Agent for all reasonable and necessary costs and expenses incurred by the Agent in the exercise of its rights under this Section 10.

11. Waivers. No course of dealing between the Grantor and the Agent, nor any failure to exercise, nor any delay in exercising, on the part of the Agent, any right, power or privilege hereunder, under the Credit Agreement or under any other Loan Document shall operate as a waiver thereof; nor shall any single or partial exercise of any right, power or privilege hereunder or thereunder preclude any other or further exercise thereof or the exercise of any other right, power or privilege.

12. Severability. The provisions of this Agreement are severable, and if any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part thereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction. If any provision hereof shall render an otherwise valid Trademark invalid or ineffective, then such provision shall be void ab initio to the extent that the validity or effectiveness of the Trademark is thereby preserved and the Grantor shall make suitable other valid arrangements to provide the Agent with equivalent protections to that intended hereby.

13. Amendments. This Agreement or any provision thereof may be changed, waived, or terminated only in the manner set forth in Section 4 hereof or in writing and signed by the Grantor and the Agent.

14. Remedies. If any Event of Default shall have occurred and be continuing, then the Agent shall be entitled to exercise in respect of the Collateral, in addition to other rights

and remedies provided for herein or otherwise available to it, all of the rights and remedies of a secured party under the Uniform Commercial Code (the "Code") (whether or not the Code applies to the affected Collateral) and also may (a) require the Grantor, and the Grantor hereby agrees that it will upon the request of the Agent, forthwith, (i) execute and deliver an assignment, substantially in the form of Exhibit A hereto, of all right, title and interest in and to the Collateral, and (ii) take such other action as the Agent may request to effectuate the outright assignment of such Collateral or to exercise, register or further perfect and protect its rights and remedies with respect to such assigned Collateral, and (b) without notice except as specified below, sell the Trademarks and the goodwill of the businesses related thereto or any part thereof in one or more parcels at public or private sale, at any of the Agent's offices or elsewhere, for cash, on credit or for future delivery, and upon such terms as the Agent may deem commercially reasonable. The Agent shall have the right upon any such public or private sale or sales to bid for all or any part of the Collateral, free of any right or equity of redemption, which equity of redemption the Grantor hereby releases, and the amount of any such bid need not be paid by the Agent but shall be credited against the Secured Obligations. The Grantor agrees that at least ten (10) days' notice to the Grantor of the time and place of any public sale or the time which any private sale is to be made shall constitute reasonable notification. The Agent shall not be obligated to make any sale of the Collateral regardless of notice of sale having been given. The Agent may adjourn any public or private sale from time to time by announcement at the time and place fixed therefor, and such sale may, without further notice, be made at the time and place to which it was so adjourned.

15. Cumulative Remedies; Power of Attorney; Effect on Credit Agreement.

All of the Agent's rights and remedies with respect to the Collateral, whether established hereby, by any other agreements, or by law shall be cumulative and may be exercised singularly or concurrently. The Grantor hereby authorizes the Agent to make, constitute and appoint any officer or agent of the Agent as the Agent may select, in its sole discretion, as the Grantor's true and lawful attorney-in-fact which power of attorney shall be irrevocable and shall be deemed to be coupled with an interest, with power, from and after the occurrence of an Event of Default but only while such Event of Default is continuing, (a) to endorse the Grantor's name on all applications, documents, papers and instruments necessary or desirable for the Agent in the use of the Collateral including, without limitation, the assignment substantially in the form of Exhibit A hereto, if the Grantor fails to execute and deliver the same within ten (10) Business Days of the Agent's request therefor, (b) take any other actions with respect to the Collateral as the Agent deems in the best interest of the Agent, (c) grant or issue any exclusive or non-exclusive license under the Collateral to anyone, and/or (d) assign, pledge, convey or otherwise transfer title in or dispose of the Collateral to anyone. The Grantor hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney, being coupled with an interest, shall be irrevocable until all of the Secured Obligations shall have been fully and finally paid in cash and the Credit Agreement has been terminated. The Grantor acknowledges and agrees that this Agreement is not intended to limit or restrict in any way the rights and remedies of the Agent under the Credit Agreement or any other Loan Document but rather is intended to facilitate the exercise of such rights and remedies. The Agent shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by



law and the rights and remedies of a secured party under the Code as enacted in any jurisdiction in which the Collateral may be located. Recourse to security will not be required at any time.

16. Notice. Any notice, approval, consent or other communication to any party hereunder shall be in the form and manner, and to the addresses as set forth in the Credit Agreement (care of IHDG-U.S., in the case of the Grantor).

17. Continuing Security Interest; Binding Effect; Benefits of Agreement. This Agreement shall create a continuing security interest in the Collateral and shall (a) remain in full force and effect until the full and final payment in cash of all of the Secured Obligations and the Credit Agreement has been terminated, (b) be binding upon the Grantor its successors and assigns, and (c) inure, together with the rights and remedies of the Agent hereunder, to the benefit of the Agent, the Lenders and their respective successors, transferees and assigns. Without limiting the generality of the foregoing clause (c), the Agent and/or any Lender may, except as limited by the express terms of the Credit Agreement, assign or otherwise transfer all or any of its interests in the Credit Agreement (including all or any of its interests in any of the Secured Obligations) held by it to any other person or entity, and such other person or entity shall thereupon become vested with all the benefits in respect thereof granted to the Agent or such Lender herein or otherwise.

18. Authority of the Agent. The Agent shall have and be entitled to exercise all powers hereunder which are specifically delegated to the Agent by the terms hereof, together with such powers as are reasonably incident thereto. The Agent may perform any of its duties hereunder or in connection with the Collateral by or through agents or employees and shall be entitled to retain counsel and to act in reliance upon the advice of counsel concerning all such matters. Neither the Agent nor any director, officer, employee, attorney or agent of the Agent shall be liable to the Grantor for any action taken or omitted to be taken by it or them hereunder, except for its or their own gross negligence or willful misconduct as finally determined by a court of competent jurisdiction; nor shall the Agent be responsible for the validity, effectiveness or sufficiency hereof or of any document or security furnished pursuant hereto. The Agent and its directors, officers, employees, attorneys and agents shall be entitled to rely on any communication, instrument or document reasonably believed by it or them to be genuine and correct and to have been signed or sent by the proper person or persons. The Grantor agrees to indemnify and hold harmless the Agent and any other person from and against any and all reasonable and necessary costs, expenses (including fees and expenses of attorneys and paralegals (including charges of inside counsel)), claims or liability incurred by the Agent or such person hereunder, unless such claim or liability shall be due to willful misconduct or gross negligence as finally determined by a court of competent jurisdiction on the part of the Agent or such person.

19. Interpretation of Agreement. Time is of the essence of each provision of this Agreement of which time is an element. All terms not defined herein or in the Credit Agreement shall have the meaning set forth in the Code, except where the context otherwise requires. To the extent any term or provision of this Agreement conflicts with the Credit

Agreement and is not dealt with more specifically herein, the Credit Agreement shall control with respect to such term or provision.

20. Reinstatement. Notwithstanding anything to the contrary herein, this Agreement shall continue to be effective or be reinstated, as the case may be, if at any time any amount received by the Agent or any Lender in respect of the Secured Obligations is rescinded or must otherwise be restored or returned by the Agent or any Lender upon the insolvency, bankruptcy, dissolution, liquidation or reorganization of the Grantor or any Borrower or upon the appointment of any intervenor or conservator of, or trustee or similar official for, the Grantor or any Borrower or any substantial part of their assets, or otherwise, all as though such payments had not been made.

21. Final Expression. This Agreement, together with the Credit Agreement and the other Loan Documents to which the Grantor is a party, is intended by the parties as a final expression of their agreement and is intended as a complete and exclusive statement of the terms and conditions thereof. Acceptance of or acquiescence in a course of performance rendered under this Agreement shall not be relevant to determine the meaning of this Agreement even though the accepting or acquiescing party had knowledge of the nature of the performance and opportunity for objection.

22. Survival of Provisions. All representations, warranties and covenants of the Grantor contained herein shall survive the execution and delivery of this Agreement, and shall terminate only upon the full and final payment in cash of all of the Secured Obligations and the termination of the Credit Agreement.

23. Release; Termination of Agreement.

(a) Upon Agent's written consent and as otherwise permitted under the Credit Agreement, the Grantor may sell or dispose of any Collateral. If consented to by Agent and as otherwise permitted under the Credit Agreement, the Agent shall promptly execute and deliver to the Grantor a release or releases (including, without limitation, Code termination statements and instruments of satisfaction, discharge, or reconveyance) in form reasonably satisfactory to the Grantor and the Agent to release the Agent's security interest in such released Collateral. Such releases shall be without warranty by or recourse to the Agent, except as to the absence of any prior assignments by the Agent of its interest in any such Collateral, and shall be at the expense of the Grantor.

(b) This Agreement shall terminate when all of the Secured Obligations have been fully and finally paid in cash and the Credit Agreement has been terminated. At such time, the Agent shall promptly reassign and redeliver to the Grantor all of the Collateral hereunder which has not been sold, disposed of, retained or applied by the Agent in accordance with the terms hereof. Such reassignment and redelivery shall be without warranty by or recourse to the Agent, except as to the absence of any prior assignments by the Agent of its interest in any such Collateral, and shall be at the expense of the Grantor.

24. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original but all of which shall together constitute one and the same agreement.

25. Statute of Limitations. The Grantor hereby waives the right to plead any statute of limitations as a defense to any indebtedness or obligations hereunder or secured hereby to the full extent permitted by law.

26. GOVERNING LAW; SUBMISSION TO JURISDICTION; WAIVER OF JURY TRIAL; WAIVER OF DAMAGES.

(a) THIS AGREEMENT SHALL BE GOVERNED BY AND INTERPRETED UNDER THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK, AND ANY DISPUTE ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THE GRANTOR, THE AGENT AND THE LENDERS IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY OR OTHERWISE, SHALL BE RESOLVED IN ACCORDANCE WITH THE INTERNAL LAWS (AS OPPOSED TO THE CONFLICTS OF LAWS PROVISIONS) AND DECISIONS OF THE STATE OF NEW YORK.

(b) EXCEPT AS PROVIDED IN THE NEXT PARAGRAPH, THE GRANTOR AND THE AGENT AGREE THAT ALL DISPUTES BETWEEN THEM ARISING OUT OF, CONNECTED WITH, RELATED TO, OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT, AND WHETHER ARISING IN CONTRACT, TORT, EQUITY, OR OTHERWISE, SHALL BE RESOLVED ONLY BY STATE OR FEDERAL COURTS LOCATED IN THE COUNTY OF NEW YORK, STATE OF NEW YORK, BUT THE GRANTOR AND THE AGENT ACKNOWLEDGE THAT ANY APPEALS FROM THOSE COURTS MAY HAVE TO BE HEARD BY A COURT LOCATED OUTSIDE OF THE COUNTY OF NEW YORK, STATE OF NEW YORK. THE GRANTOR WAIVES IN ALL DISPUTES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT CONSIDERING THE DISPUTE INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(c) THE GRANTOR AGREES THAT THE AGENT AND ANY LENDER SHALL HAVE THE RIGHT, TO THE EXTENT PERMITTED BY APPLICABLE LAW, TO PROCEED AGAINST THE GRANTOR OR ITS PROPERTY IN A COURT IN ANY LOCATION REASONABLY SELECTED IN GOOD FAITH TO ENABLE THE AGENT OR ANY LENDER TO REALIZE ON SUCH PROPERTY IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT OR ANY LENDER IN ACCORDANCE WITH THE TERMS OF THIS AGREEMENT. SUBJECT TO THE RESTRICTIONS IN THIS PARAGRAPH, THE GRANTOR AGREES THAT IT WILL NOT ASSERT ANY

PERMISSIVE COUNTERCLAIMS IN ANY PROCEEDING BROUGHT BY THE AGENT OR ANY LENDER TO REALIZE ON SUCH PROPERTY, OR TO ENFORCE A JUDGMENT OR OTHER COURT ORDER IN FAVOR OF THE AGENT OR ANY LENDER. THE GRANTOR WAIVES ANY OBJECTION THAT IT MAY HAVE TO THE LOCATION OF THE COURT IN WHICH THE AGENT OR ANY LENDER HAS COMMENCED A PROCEEDING DESCRIBED IN THIS PARAGRAPH INCLUDING, WITHOUT LIMITATION, ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS.

(d) THE GRANTOR AND THE AGENT EACH WAIVE ANY RIGHT TO HAVE A JURY PARTICIPATE IN RESOLVING ANY DISPUTE, WHETHER SOUNDING IN CONTRACT, TORT, OR OTHERWISE ARISING OUT OF, CONNECTED WITH, RELATED TO OR INCIDENTAL TO THE RELATIONSHIP ESTABLISHED BETWEEN THEM IN CONNECTION WITH THIS AGREEMENT. INSTEAD, ANY DISPUTES RESOLVED IN COURT WILL BE RESOLVED IN A BENCH TRIAL WITHOUT A JURY.

(e) THE GRANTOR (I) AGREES THAT NEITHER THE AGENT NOR ANY LENDER SHALL HAVE ANY LIABILITY TO THE GRANTOR (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE) FOR LOSSES SUFFERED BY THE GRANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO, THE TRANSACTIONS CONTEMPLATED AND THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE AGENT OR SUCH LENDER, AS THE CASE MAY BE (WHICH JUDGMENT SHALL BE FINAL AND NOT SUBJECT TO REVIEW ON APPEAL), THAT SUCH LOSSES WERE THE RESULT OF ACTS OR OMISSIONS ON THE PART OF THE AGENT OR SUCH LENDER, AS THE CASE MAY BE, CONSTITUTING GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW AND (II) WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM AGAINST THE AGENT OR ANY LENDER (WHETHER SOUNDING IN TORT, CONTRACT OR OTHERWISE), EXCEPT A CLAIM BASED UPON GROSS NEGLIGENCE, WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW. WHETHER OR NOT SUCH DAMAGES ARE RELATED TO A CLAIM THAT IS SUBJECT TO THE WAIVER EFFECTED ABOVE AND WHETHER OR NOT SUCH WAIVER IS EFFECTIVE, NEITHER THE AGENT NOR ANY LENDER SHALL HAVE ANY LIABILITY WITH RESPECT TO, AND THE GRANTOR HEREBY WAIVES, RELEASES AND AGREES NOT TO SUE UPON ANY CLAIM FOR, ANY SPECIAL, INDIRECT, CONSEQUENTIAL OR PUNITIVE DAMAGES SUFFERED BY THE GRANTOR IN CONNECTION WITH, ARISING OUT OF, OR IN ANY WAY RELATED TO THE TRANSACTIONS CONTEMPLATED OR THE RELATIONSHIP ESTABLISHED BY THIS AGREEMENT, OR ANY ACT, OMISSION OR EVENT OCCURRING IN CONNECTION THEREWITH, UNLESS IT IS DETERMINED BY A JUDGMENT OF A COURT THAT IS BINDING ON THE AGENT OR SUCH LENDER, AS THE CASE MAY BE (WHICH JUDGMENT SHALL BE FINAL AND NOT SUBJECT TO REVIEW ON APPEAL), THAT SUCH DAMAGES WERE THE RESULT OF ACTS OR

OMISSIONS ON THE PART OF THE AGENT OR SUCH LENDER, AS THE CASE MAY BE, CONSTITUTING WILLFUL MISCONDUCT OR KNOWING VIOLATIONS OF LAW.

(f) EXCEPT AS OTHERWISE STATED IN THIS AGREEMENT, THE GRANTOR WAIVES ALL RIGHTS OF NOTICE AND HEARING OF ANY KIND PRIOR TO THE EXERCISE BY THE AGENT OR ANY LENDER OF ITS RIGHTS FROM AND AFTER THE OCCURRENCE OF AN EVENT OF DEFAULT TO REPOSSESS THE COLLATERAL WITH JUDICIAL PROCESS OR TO REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS. THE GRANTOR WAIVES THE POSTING OF ANY BOND OTHERWISE REQUIRED OF THE AGENT OR ANY LENDER IN CONNECTION WITH ANY JUDICIAL PROCESS OR PROCEEDING TO OBTAIN POSSESSION OF, REPLEVY, ATTACH OR LEVY UPON THE COLLATERAL OR OTHER SECURITY FOR THE SECURED OBLIGATIONS, TO ENFORCE ANY JUDGMENT OR OTHER COURT ORDER ENTERED IN FAVOR OF THE AGENT OR ANY LENDER, OR TO ENFORCE BY SPECIFIC PERFORMANCE, TEMPORARY RESTRAINING ORDER, PRELIMINARY OR PERMANENT INJUNCTION THIS AGREEMENT OR ANY OTHER AGREEMENT OR DOCUMENT BETWEEN THE GRANTOR, THE AGENT AND/OR THE LENDERS.

27. Waiver. To the fullest extent it may lawfully so agree, the Grantor agrees that it will not at any time insist upon, claim, plead, or take any benefit or advantage of any appraisement, valuation, stay, extension, moratorium, redemption or similar law now or hereafter in force in order to prevent, delay, or hinder the lawful enforcement hereof or the absolute sale of any part of the Collateral. The Grantor for itself and all who claim through it, so far as it or they now or hereafter lawfully may do so, hereby waives the benefit of all such laws, and all right to have the Collateral marshalled upon any foreclosure hereof, and agrees that any court having jurisdiction to foreclose this Agreement may order the sale of the Collateral as an entirety consistent with the terms of this Agreement. Without limiting the generality of the foregoing, the Grantor hereby: (i) authorizes the Agent in its sole discretion and without notice to or demand upon the Grantor and without otherwise affecting the obligations of the Grantor hereunder from time to time to take and hold other collateral (in addition to or in substitution of the Collateral) for payment of the Secured Obligations, or any part thereof, and to exchange, enforce or release such other collateral or any part thereof and to accept and hold any endorsement or guarantee of payment of the Secured Obligations, or any part thereof and to release or substitute any endorser or guarantor or any other person granting security for or in any other way obligated upon any Secured Obligations or any part thereof, and (ii) waives and releases any and all right to require the Agent to collect any of the Secured Obligations from any specific item or items of the Collateral or from any other party liable as guarantor or in any other manner in respect of any of the Secured Obligations or from any collateral (other than the Collateral) for any of the Secured Obligations.

28. Further Assurances. At any time and from time to time, upon the written request of the Agent and at the sole expense of the Grantor, the Grantor shall promptly and duly execute and deliver any and all such further instruments, schedules and documents and take such further actions as the Agent may reasonably deem desirable to obtain the full benefits of this

Agreement, the Credit Agreement and the other Loan Documents and of the rights and powers herein and therein granted, including (i) using commercially reasonable efforts to secure all consents and approvals necessary or appropriate for the assignment to or for the benefit of the Agent of any Collateral held by the Grantor or in which the Grantor has any rights not heretofore assigned, and (ii) filing any additional necessary security agreements with the United States Patent and Trademark Office.

29. Subordination. Notwithstanding anything herein to the contrary, this Agreement and the rights and obligations evidenced hereby are subordinate, in the manner and to the extent set forth in the Subordination Agreement.

**[Signature Page Follows]**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

**IMPERIAL HOME DECOR GROUP  
MANAGEMENT, INC.**, a Delaware corporation

By: Suzanne Schulze Taylor  
Name: Suzanne Schulze Taylor  
Title: Senior Vice President

**THE CHASE MANHATTAN BANK**, as Agent

By: Michael Lancia  
Name: Michael Lancia  
Title: Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

SCHEDULE A  
To  
TRADEMARK SECURITY AGREEMENT

Dated as of March 30, 2001

Trademarks and Trademark Applications owned by Imperial Home Decor Group Management, Inc.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
1834B	09/04/62	737,159	U.S.
1 <sup>ST</sup> CHOICE	06/29/76	1,042,379	U.S.
ACCENT ON TEXTURES	04/28/98	2,153,668	U.S.
ACROPOLIS	12/04/92	405,809	Canada
ADVANTAGE SUNWALL	07/06/93	1,780,240	U.S.
ADVANTAGE SUNWALL GOLD	02/17/94	74-491,151	U.S.
ALBERT VAN LUIT & CO.	05/17/83	1,238,425	U.S.
ALBERT VAN LUIT & CO.	12/11/84	1,309,172	U.S.
APPLETON LANE	09/16/96	823,388	Canada
APPLETON LANE	09/26/96	75-164,793	U.S.
APPLIQUE BY IMPERIAL	08/29/95	1,915,144	U.S.
ART ACCENTS	04/04/97	2,149,350	U.S.
ASPEN	08/23/96	461,766	Canada
ASPEN	03/11/97	2,042,715	U.S.
"B" & DESIGN	09/04/62	737,159	U.S.
"B" & DESIGN	06/03/94	428,122	Canada
BABY'S FIRST YEAR	07/21/94	74-552,153	U.S.
BACKDROPS	Unavailable	886,294	Canada
BED, BATH & BORDERS	02/10/95	439,127	Canada
BERKLEY	05/13/88	340,251	Canada
BERKLEY WALLCOVERINGS & DESIGN	09/02/88	344,387	Canada
BIRGE	11/27/93	420,070	Canada

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Imperial Home Decor Group Management, Inc.

**TRADEMARK**  
**REEL: 002492 FRAME: 0779**



<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
BIRGE & DESIGN	07/02/85	1,346,061	U.S.
BIRGE VICTORIAN SMALL PARTS	10/27/92	1,727,807	U.S.
BORDERLINES	02/02/95	774,476	Canada
BORDERLINES	Unavailable	227,499	Mexico
BORDERLINES	12/08/92	1,739,110	U.S.
BOTANICALS	07/09/93	414,480	Canada
BRAMPTON HOUSE	06/04/91	1,646,917	U.S.
BROADCAST	05/29/90	1,598,589	U.S.
BROADCAST	06/24/97	2,074,081	U.S.
BUCKS FIZZ	05/04/93	1,768,748	U.S.
CAREFREE WALLCOVERINGS C	06/06/78	1,092,878	U.S.
CARISMA	Unavailable	134,504	France
CARISMA	Unavailable	1,011,073	U.K.
CHATSWORTH PARK	06/26/95	74-693,158	U.S.
CHEROKEE ROSE	07/09/93	414,477	Canada
CHEROKEE ROSE	12/15/92	1,739,982	U.S.
CHESTNUT HILL	07/30/96	819,731	Canada
CHESTNUT HILL	07/25/96	75-139,931	U.S.
CHROMATINTS	01/14/92	1,671,864	U.S.
CIMARRON SUNSET	09/15/92	1,715,993	U.S.
CLASSIC HARMONY	01/23/96	1,951,874	U.S.
CLASSIC INTERIORS	03/13/90	1,586,718	U.S.
CLASSIC VALUES	02/02/95	774,478	Canada
CLASSIC VALUES	Unavailable	227,497	Mexico
CLASSIC VALUES	11/12/96	2,016,359	U.S.
CLUB PRINTS	08/13/91	1,653,775	U.S.
COLLECTIONS... ROOMS WITH A VIEW	Unavailable	74-537,303	U.S.
COLONY CLUB	07/09/93	414,479	Canada
COLONY CLUB	06/25/91	1,648,908	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
COLOR OPTIONS	04/16/96	75-092,656	U.S.
COLOR-LOCKED	03/03/59	675,099	U.S.
COMPANIONS	12/23/96	832,350	Canada
COMPANIONS	12/13/96	75-212,193	U.S.
COOKIE JAR	11/18/86	1,417,548	U.S.
COTTAGE COLLECTION	06/18/93	413,675	Canada
COUNTRY AT HEART	11/19/96	2,017,685	U.S.
COUNTRY CORNERS	Unavailable	1,651,568	U.S.
COUNTRY HARVEST	12/23/96	832,351	Canada
COUNTRY HARVEST	12/13/96	75-212,199	U.S.
COVER UPS	10/08/85	1,364,554	U.S.
DANIEL WRIGHT	08/03/99	2,266,243	U.S.
DECO-PIECES	09/03/82	272,401	Canada
DECORATING SOLUTIONS	07/02/96	1,984,149	U.S.
DECORENE	Unavailable	895,717	U.K.
DESIGN ONLY	07/30/85	1,351,620	U.S.
DESIGN ONLY	11/01/83	1,256,165	U.S.
DO IT YOURSELF QUALITY HOUSE WALLCOVERINGS	06/25/85	1,344,746	U.S.
EASISTIK	Unavailable	566,982	Benelux
EASISTIK	09/24/99	517,034	Canada
EASISTIK	02/28/95	95-561,294	France
EASISTIK	02/27/95	395,087,686	Germany
EASISTIK	02/23/95	9,502,256	Hong Kong
EASISTIK	Unavailable	166,563	Ireland
EASISTIK	Unavailable	3,368,308	Japan
EASISTIK	Unavailable	503,803	Mexico
EASISTIK	Unavailable	R 101181	Poland
EASISTIK	Unavailable	144,180	Russian Fed (CIS)
EASISTIK	07/13/95	1,578,116	U.K.

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**TRADEMARK**  
**REEL: 002492 FRAME: 0781**

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
EASISTIK	04/06/95	74-656,927	U.S.
EASISTIK	02/02/99	75-632,369	U.S.
EASY GOING	12/22/91	1,661,693	U.S.
ELEGANT INSPIRATIONS	03/25/98	491,881	Canada
ELEGANT INSPIRATIONS	07/06/99	2,259,730	U.S.
ELEGANT LIVING	04/16/96	1,968,795	U.S.
EVOLUTIONS	08/22/00	2,379,842	U.S.
E-Z VINYL	01/02/79	1,110,590	U.S.
E-Z-DU	07/02/57	647,851	U.S.
FAIRPORT MANOR	12/11/92	406,083	Canada
FAIRVIEW FABRICS & FLORALS	10/09/96	825,556	Canada
FAIRVIEW FLORALS AND FABRICS	10/08/96	75-178,507	U.S.
FASHION HOUSE	02/14/86	311,250	Canada
FASHION POINT	09/08/92	1,713,550	U.S.
FOR BABIES ONLY	06/18/96	1,981,154	U.S.
FOR BOYS ONLY	06/18/96	1,981,157	U.S.
FOR GIRLS ONLY	06/18/96	1,981,156	U.S.
FOR KITCHENS ONLY	06/18/96	1,981,155	U.S.
FOR WOMEN ONLY	10/06/92	1,722,135	U.S.
FOREMOST	05/21/82	269,296	Canada
FOREMOST	02/15/83	1,227,639	U.S.
FOREMOST WALL COVERINGS & DESIGN	07/02/81	286,190	Canada
FOXCROFT	06/20/97	478,132	Canada
FOXCROFT	10/01/96	2,004,886	U.S.
FRESH FEELINGS	11/15/91	390,348	Canada
FUN FRIENDS	06/24/96	816,112	Canada
FUN STUFF	05/03/83	1,236,264	U.S.
GALLANTRY	12/18/92	406,500	Canada
GARDEN PAVILION	07/21/94	74-553,680	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
GARDEN RECEPTION	06/29/94	74-543,668	U.S.
GARDEN SILKS	11/26/93	420,016	Canada
GENTLEMEN'S CLASSIC	07/21/98	2,175,417	U.S.
GENTLEMEN'S CLASSICS	05/08/96	812,178	Canada
GLENDURA	02/03/59	673,532	U.S.
GLENSTYLE	10/08/57	652,763	U.S.
GOLD MEDAL	02/14/86	311,249	Canada
GOLD MEDAL	10/22/85	1,367,182	U.S.
GRANDE HORIZONS	03/16/95	74-647,649	U.S.
GRANDE INTERNATIONAL	12/09/93	74-467,997	U.S.
GRANDE LIVING	10/05/93	1,797,124	U.S.
GRANDE MANOR	12/09/93	74-467,996	U.S.
GRANDE VICTORIA	04/05/94	1,829,835	U.S.
HARVEST	07/09/93	414,478	Canada
HAZELTON LANE	08/20/94	762,781	Canada
HEARTLAND	08/01/86	316,912	Canada
HISTORIC AMERICA	05/19/92	1,687,829	U.S.
HOLIDAY BORDERS	08/23/96	461,634	Canada
HOLIDAY BORDERS	Unavailable	227,495	Mexico
HOLIDAY BORDERS	05/22/95	74-678,442	U.S.
HOME HARMONIES	12/04/95	75-034,301	U.S.
HOME STUDIO	10/02/99	75-813,955	U.S.
HOMELOVER	05/02/78	1,090,393	U.S.
HUNTING VALLEY PRINTS	05/31/88	1,490,323	U.S.
I LOVE MY ROOM	06/18/91	1,648,234	U.S.
IFI STYLIZED)	10/13/98	75-568,509	U.S.
IHDG	02/05/99	507,626	Canada
IHDG	02/10/98	75-433,692	U.S.
IHDG IMPERIAL HOME DECOR GROUP	02/10/98	75-431,953	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
IHDG IMPERIAL HOME DECOR GROUP	02/25/98	870,331	Canada
IMPACT!	03/25/97	2,047,096	U.S.
IMPERIAL	05/17/60	697,832	U.S.
IMPERIAL COLOR SYSTEM	12/03/97	75-399,545	U.S.
IMPERIAL CONTRACT WALLCOVERINGS	06/11/98	75-500,213	U.S.
IMPERIAL FINE INTERIORS	10/12/98	75-569,559	U.S.
IMPERIAL FINE INTERIORS WALLPAPER	06/18/98	75-505,827	U.S.
IMPERIAL GALLERY	12/03/97	75-399,544	U.S.
IMPERIAL GUARANTEED WALLCOVERINGS	10/24/75	210,187	Canada
IMPERIAL GUARANTEED WALLCOVERINGS	01/26/71	906,747	U.S.
IMPERIAL HOME DECOR GROUP	01/30/98	867,914	Canada
IMPERIAL LIFESTYLES	04/11/95	1,888,522	U.S.
INVITING ROOMS	10/06/81	1,172,411	U.S.
ISLANDS IN THE SUN	01/30/95	74-626,875	U.S.
JEAN MCLAIN	11/03/61	124,190	Canada
JEAN MCLAIN	06/03/58	662,594	U.S.
JESSICA LAYNE	05/14/93	412,268	Canada
JIFFY & DESIGN	09/30/58	667,751	U.S.
K & W	06/18/85	1,342,621	U.S.
KATZENBACH & WARREN	11/05/85	1,368,963	U.S.
KIDS LUV BORDERS	09/03/91	1,655,619	U.S.
KINNEY WALLCOVERINGS	07/05/83	1,244,652	U.S.
KORINA	09/03/96	822,258	Canada
LIMITED EDITION: FOR MEN ONLY	09/25/84	1,297,813	U.S.
LOUIS W. BOWEN	06/03/86	1,395,775	U.S.
LWB	05/27/86	1,394,917	U.S.
MAGNOLIA HILL	07/15/97	75-325,012	U.S.
MAGNOLIA LANE	05/05/95	782,226	Canada
MAGNOLIA LANE	02/18/97	2,039,469	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
MANCHESTER	07/16/57	648,613	U.S.
MARY STANTON	11/24/98	75-595,169	U.S.
MEADOW LANE	03/10/98	2,143,199	U.S.
MILBROOK	07/12/83	1,245,444	U.S.
MINI-MATES	03/27/79	1,115,696	U.S.
MIRAGE	09/30/88	345,540	Canada
MIRAGE	Unavailable	1,296,184	U.K.
MITCHELL DESIGN LOGO	11/01/83	1,256,165	U.S.
MITCHELL DESIGNS	07/05/83	1,244,533	U.S.
MITCHELL DESIGNS	07/01/75	1,014,920	U.S.
MITCHELL DESIGNS & LOGO	01/22/85	1,315,848	U.S.
MONTANA	03/05/96	1,961,171	U.S.
MOONDANCE	11/13/92	404,927	Canada
MRS. MITCHELL'S	09/23/98	75-557,468	U.S.
MRS. MITCHELL'S COUNTRY KITCHEN	05/19/92	1,687,948	U.S.
MULBERRY PRINTS	02/18/92	1,675,956	U.S.
MULTICOLOR	Unavailable	349,476	Canada
MULTICOLOR	Unavailable	B1,296,185	U.K.
MULTICOLOR & M DEVICE	Unavailable	1,617,821	France
MYSTIQUE	06/03/88	341,118	Canada
MYSTIQUE	Unavailable	1,296,183	U.K.
NATURAL HABITAT	12/08/92	1,739,109	U.S.
NATURALLY YOURS	11/02/79	236,959	Canada
NATURALLY YOURS	11/29/77	1,078,484	U.S.
NOW	05/31/85	303,266	Canada
OFFICE MATES	02/22/95	74-637,230	U.S.
OPEN HOUSE	05/31/88	1,490,328	U.S.
ORIENTAL IMPRESSIONS	02/28/89	1,526,867	U.S.
OUTLINES	12/22/98	2,213,366	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
PAINTABLE IMPRESSIONS	10/25/96	465,146	Canada
PAINTABLE IMPRESSIONS	Unavailable	227,496	Mexico
PAINTABLE IMPRESSIONS	06/25/96	1,982,437	U.S.
PALAZZO	Unavailable	2,111,870	U.K.
PARAMOUNT	Unavailable	556,615	U.K.
PARK LANE	12/18/92	406,501	Canada
PARK LANE	05/08/95	74-671,358	U.S.
PERMATEX	Unavailable	658,429	U.K.
PINE VALLEY PRINTS	05/12/92	1,686,537	U.S.
PLEXUS	12/08/92	1,738,391	U.S.
QUICK	08/13/83	754,640	U.S.
QUINCY PLACE	06/03/97	2,067,704	U.S.
RAINBOWS	05/18/84	291,146	Canada
REALIFE	09/14/99	2,277,362	U.S.
RECIPES	09/25/95	74-733,928	U.S.
ROOM BOOKS	12/23/83	286,192	Canada
ROOM PLANNER	05/12/92	1,686,358	U.S.
S	09/29/87	1,459,363	U.S.
S & W DESIGN	11/12/96	828,591	Canada
SANTA FE	07/30/91	1,652,482	U.S.
SAPPHIRE	Unavailable	1,313,898	U.K.
SAPPHIRE SECRETS	06/03/97	2,067,420	U.S.
SAPPHIRE STUDIO	01/18/94	1,817,473	U.S.
SATIN ROMANCE	04/26/94	1,832,807	U.S.
SEASIDE	05/07/96	1,973,412	U.S.
SERENITY	07/17/94	1,846,211	U.S.
SHAND KYDD	03/07/11	10,761	Australia
SHAND KYDD	Unavailable	64,570	Austria
SHAND KYDD	Unavailable	104,337	Benelux

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
SHAND KYDD	03/16/73	189,270	Canada
SHAND KYDD	Unavailable	371,417	Chile
SHAND KYDD	Unavailable	929,807	China
SHAND KYDD	Unavailable	3494/68	Denmark
SHAND KYDD	Unavailable	142,391	Finland
SHAND KYDD	Unavailable	1,478,893	France
SHAND KYDD	Unavailable	142,588	Germany
SHAND KYDD	Unavailable	B660/81	Hong Kong
SHAND KYDD	Unavailable	420,901	Indonesia
SHAND KYDD	Unavailable	420,902	Indonesia
SHAND KYDD	Unavailable	74,441	Ireland
SHAND KYDD	Unavailable	526,184	Italy
SHAND KYDD	Unavailable	3,338,617	Japan
SHAND KYDD	Unavailable	3,368,307	Japan
SHAND KYDD	Unavailable	419,524	Korea
SHAND KYDD	Unavailable	411,097	Korea
SHAND KYDD	07/31/97	M-97-1267	Latvia
SHAND KYDD	07/31/98	98,2623	Lithuania
SHAND KYDD	09/09/97	97-12,851	Malaysia
SHAND KYDD	11/03/97	312,984	Mexico
SHAND KYDD	Unavailable	503,802	Mexico
SHAND KYDD	Unavailable	B89549	New Zealand
SHAND KYDD	Unavailable	77,818	Norway
SHAND KYDD	Unavailable	R101164	Poland
SHAND KYDD	Unavailable	158,286	Portugal
SHAND KYDD	Unavailable	144179	Russian Fed (CIS)
SHAND KYDD	02/24/95	I709/95(CI.27)	Singapore
SHAND KYDD	02/24/95	I708/95(CI.24)	Singapore



<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
SHAND KYDD	Unavailable	69/8011	South Africa
SHAND KYDD	Unavailable	567,241	Spain
SHAND KYDD	Unavailable	125,705	Sweden
SHAND KYDD	Unavailable	370,493	Switzerland
SHAND KYDD	Unavailable	491,683	Taiwan
SHAND KYDD	Unavailable	KOR38226	Thailand
SHAND KYDD	1969	927,252	U.K.
SHAND KYDD	03/22/91	1,394,452	U.K.
SHAND KYDD	09/15/70	898,629	U.S.
SHAND KYDD	08/04/97	97,082,423/T	Ukraine
SHAND KYDD	1911	321,251	U.K.
SHAND KYDD	Unavailable	18597	Vietnam
SHELBOURNE	09/08/87	1,456,634	U.S.
SILKEN MINIATURES BY UNITED	07/02/85	1,346,425	U.S.
SIMPLISTICK	02/25/00	2,223,520	U.K.
SONATA	Unavailable	74-654,510	U.S.
SP AND DESIGN	05/12/87	1,439,319	U.S.
SP LOGO	03/25/97	2,047,998	U.S.
SPORTS BANNER	02/27/96	1,958,358	U.S.
STAMP OUT STAINS	05/05/92	1,685,271	U.S.
STERLING PRINTS	01/24/89	1,521,936	U.S.
STICK'N PLAY	01/04/01	539,127	Canada
STICK'N PLAY	03/28/00	2,336,425	U.S.
STOREYS	Unavailable	2,111,561	U.K.
STRAWBERRY JAM	06/12/92	399,204	Canada
STYLIST	06/08/84	291,617	Canada
SUNFASHION COORDINATES	03/04/97	471,898	Canada
SUN-TEX	Unavailable	1,378,081	France
SUN-TEX	Unavailable	(77)08002	Taiwan

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
SUN-TEX	Unavailable	1,284,680	U.K.
SUN-TEX	Unavailable	1,284,681	U.K.
SUN-TEX	12/23/86	1,422,036	U.S.
SUN-VINYL	06/16/67	151,510	Canada
SUN-VINYL	01/09/68	841,956	U.S.
SUNWALL	Unavailable	1,378,175	France
SUNWALL	Unavailable	(77)08,001	Taiwan
SUNWALL	Unavailable	1,284,682	U.K.
SUNWALL	Unavailable	1,284,683	U.K.
SUNWORTHY	Unavailable	A271,288	Australia
SUNWORTHY	01/21/35	UCA04331	Canada
SUNWORTHY	07/09/93	414,469	Canada
SUNWORTHY	07/24/62	734,938	U.S.
SUNWORTHY & DESIGN	10/01/93	417,618	Canada
SUNWORTHY COMBINATION MARK	Unavailable	Application	Canada
SURE TOUCH	07/02/96	1,984,090	U.S.
SW & DESIGN	11/12/96	828,591	Canada
SW SUNWORTHY WALLCOVERINGS & DESIGN	11/05/96	75-193,368	U.S.
SYMPHONY	08/08/97	2,006,204	U.K.
SYMPHONY	Unavailable	1,358,794	U.K.
TEXTILES FOR THE WALL	11/24/92	1,734,992	U.S.
THE HOUSE YOU LIVE IN	02/08/94	1,820,691	U.S.
THE IMPERIAL HOME DECOR GROUP	01/29/98	75-425,559	U.S.
THE IMPERIAL PROMISE	04/04/97	75-269,238	U.S.
THE MOST BEAUTIFUL WALLCOVERINGS	07/20/95	74-705,252	U.S.
THE WHITES COLLECTION	07/16/96	1,987,760	U.S.
THOREAU	06/11/96	1,980,263	U.S.
THREE'S COMPANY	06/25/93	414,039	Canada
TIMELESS	08/09/94	1,849,413	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
TODAY'S CASUAL STYLE	06/04/96	1,987,047	U.S.
TOUCHDOWN	03/23/84	289,062	Canada
TOUCHDOWN	Unavailable	1,087,790	U.K.
TOUCH-DOWN	07/21/72	184,548	Canada
TRANSPRINTS & DEVICE	11/21/97	820,404,004	Brazil
TRANSPRINTS DEVICE	Unavailable	1,034,392	U.K.
TRIANGLES DESIGN	07/30/85	1,351,620	U.S.
TRIANGLES DESIGN; SUN & RAYS	01/14/83	275,816	Canada
TRILLIUM	12/18/92	406,502	Canada
TWO HORSES DEVICE	Unavailable	1,410,830	Argentina
UNITED WALLCOVERINGS	01/20/87	1,425,832	U.S.
VALOIS DISTRIBUTION	08/07/87	330,746	Canada
VICTORIAN ROMANCE	05/21/91	1,645,354	U.S.
VILLAGE PRINTS	07/30/91	1,652,481	U.S.
VISIONARY OPTIONS	05/26/98	2,160,304	U.S.
WINDOWS AND WALLS FASHION	06/02/93	730,280	Canada
WALLS BY DESIGN	06/30/94	74-546,428	U.S.
WALLSHOP & DESIGN	08/16/96	461,239	Canada
WATERMARK SERIES	03/19/93	409,785	Canada
WEATHERVANE PRINTS	05/28/91	1,646,131	U.S.
WESTMOUNT	04/28/95	781,749	Canada
WESTMOUNT VICTORIA	05/08/95	74-671,004	U.S.
WESTMOUNT WALL COVERINGS	01/14/97	2,031,074	U.S.
WESTWOOD	09/03/96	822,257	Canada
WESTWOOD	08/29/96	75-157,924	U.S.
WE'VE GOT YOUR STYLE!	06/21/88	1,493,732	U.S.
WINDSCAPE	04/02/96	1,965,530	US
WOODCREST	02/15/96	804,669	Canada
WOODWORKS	01/27/98	2,132,124	U.S.

<u>TRADEMARK</u>	<u>DATE OF REGISTRATION OR APPLICATION</u>	<u>REGISTRATION NUMBER</u>	<u>COUNTRY</u>
YES YOU CAN & DESIGN	11/26/93	420,063	Canada
YES-YOU-CAN	10/21/77	223,809	Canada
YES-YOU-CAN	08/30/83	1,249,800	U.S.
YOUNG AND FANCIFUL	06/04/91	1,646,916	U.S.
YOUR LIFE, YOUR STYLE, YOU'RE HOME	12/03/97	75-399,546	U.S.

SCHEDULE B  
To  
TRADEMARK SECURITY AGREEMENT

Dated as of March 30, 2001

UNREGISTERED TRADEMARKS

CHATSWORTH PARK

COLOR OPTIONS

COMPANIONS

COMPANIONS

FAIRVIEW FABRICS & FLORALS

FAIRVIEW FLORALS AND FABRICS

FUN FRIENDS

IFI (STYLIZED)

IMPERIAL COLOR SYSTEM

MANCHESTER

MRS. MITCHELL'S COUNTRY KITCHEN

SW SUNWORTHY WALLCOVERINGS & DESIGN

THE IMPERIAL PROMISE

WINDOWS AND WALLS

FASHION

WALLS BY DESIGN

WESTMOUNT VICTORIA

YOUR LIFE, YOUR STYLE, YOU'RE HOME

EXHIBIT A

FORM OF ASSIGNMENT

ASSIGNMENT OF TRADEMARKS

THIS ASSIGNMENT OF TRADEMARKS (the "Assignment") is made as of \_\_\_\_\_, 20\_\_\_\_, by IMPERIAL HOME DECOR GROUP MANAGEMENT, INC., a Delaware corporation ("Assignor"), in favor of THE CHASE MANHATTAN BANK, in its capacity as agent for itself and the Lenders (the "Assignee"). Capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to such terms in the Agreement referred to below.

Recitals

WHEREAS, the Assignor and the Assignee are parties to that certain Trademark Security Agreement dated as of March 30, 2001, made by the Assignor to the Assignee (the "Agreement") providing that under certain conditions specified therein the Assignor shall execute this Assignment; and

WHEREAS, the aforementioned conditions have been fulfilled.

NOW THEREFORE, the Assignor hereby agrees as follows:

1. Assignment of Trademarks. The Assignor hereby grants, assigns and conveys to the Assignee its entire right, title and interest in and to (a) the trademarks, tradenames, trademark registrations and trademark applications listed on Schedule I attached hereto and made a part hereof, and (i) all renewals thereof, (ii) all income, royalties, damages, payments and other proceeds now and hereafter due or payable with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements thereof, (iii) the right to sue for past, present and future infringements thereof, and (iv) all rights corresponding thereto throughout the world (all of the foregoing are sometimes hereinafter referred to, either individually or collectively, as the "Trademarks"), and (b) the goodwill of the Assignor's business connected with and symbolized by the Trademarks (together with the Trademarks, the "Collateral").

2. Representations and Warranties. The Assignor represents and warrants that it has the full right and power to make the assignment of the Collateral made hereby and that it has made no previous assignment, transfer, agreement in conflict herewith or constituting a present or future assignment or encumbrance of any or all of the Collateral, except as set forth in the Agreement.

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

4. Binding Effect; Governing Law. This Assignment shall be binding upon the Assignor and its successors and shall inure to the benefit of the Assignee and its successors and assigns. This Assignment shall, except to the extent that federal law or laws of another state apply to the Collateral or any part thereof, be governed by and construed in accordance with the laws of the State of New York.

IN WITNESS WHEREOF, the Assignor has caused this Assignment to be executed and delivered as of the date first above written.

**IMPERIAL HOME DECOR GROUP**  
MANAGEMENT, INC., a Delaware corporation

By: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

SCHEDULE I

<u>Trademarks</u>	Trademark Registration Number or <u>(Application Serial Number)</u>	Registration or <u>(Filing Date)</u>
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[To be completed at time of outright assignment, to reflect all their existing Trademarks.]



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THEODORE GEWERTZ  
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GEORGE J. RHEAULT

April 25, 2002

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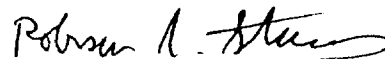
Re: Trademark Recordation Form

To Whom It May Concern:

Enclosed for filing is a recordation cover sheet to record security interests in trademark registrations for the conveying party, Imperial Home Decor Group Management, Inc. (Formerly: WDP Investments, Inc.), to the receiving party, The Chase Manhattan Bank, as Agent. Also enclosed herewith is a check in the amount of \$65.00 payable to the Commissioner of Patents & Trademarks.

Please affix a USPTO receipt stamp upon the attached copy of this transmittal letter and return in the self-addressed stamped envelope. Should you have any questions, please contact me at (212) 403-1408. Let me thank you in advance for your cooperation.

Sincerely,



Robinson C. Strauss  
Legal Assistant

Enclosures

TRADEMARK  
REEL: 002492 FRAME: 0796

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April 25, 2002

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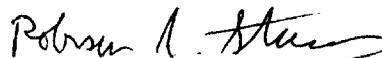
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Legal Assistant

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