

06-19-2002

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



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

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

6-19-02

1. Name of conveying party(ies):

Barth & Dreyfus of California

6-19-02

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

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

3. Nature of conveyance:

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

Execution Date: **May 9, 2002**

2. Name and address of receiving party(ies)

Name: **Foothill Capital Corporation**

Internal Address:

Street Address: **2450 Colorado Avenue, Suite 3000 W.**

City: **Samta Monica** State: **CA** Zip: **90404**

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State **California**
- 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)
See Attachment

B. Trademark Registration No.(s)
See Attachment

Additional number(s) attached Yes No

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

Name: **Diane M. Chubb, Esq.**

Internal Address:

Street Address: **Jeffer, Mangels, Butler & Marmaro LLP,**

2121 Avenue of the Stars, Tenth Floor

City: **Los Angeles** State: **CA** Zip: **90067**

6. Total number of applications and registrations involved: 34

7. Total fee (37 CFR 3.41).....\$ **865.00**

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

10-0440

(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.

Diane M. Chubb, Esq.

Diane M Chubb

June 17, 2002

Name of Person Signing

Signature

Date

8

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

06/20/2002 BBYRNE 00000015 1171327

01 FC:481
02 FC:482

40.00 DP
825.00 DP

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

TRADEMARK
REEL: 002529 FRAME: 0271

Continuation of Recordation Form Cover Sheet for Trademarks
(Continuation of Item 4)

4. Trademark Application/Registration number(s):

Trademark Registration Nos.

1,171,327
1,219,171
1,560,991
1,796,655
1,799,890
1,576,441
1,799,894
1,955,065
1,955,066
1,753,969
1,978,460
1,978,459
1,976,804
2,014,553
2,288,408
1,209,762
1,117,729
2,186,665
2,177,496
1,839,464
577,039
1,964,932
1,335,604
1,102,183
2,557,229
2,111,433
1,400,387
1,016,945
1,111,344
985,064
1,860,974

Trademark Application Serial Nos.

75/709,215
76/256,759
76/368,701

1171327

**POWER OF ATTORNEY
Trademark Assets**

Pursuant to the terms, and subject to the conditions, of that certain Loan and Security Agreement and that certain Intellectual Property Security Agreement (the "Security Agreement"), both of even date herewith, as each may be amended, restated, modified or supplemented and in effect from time to time, Barth & Dreyfuss of California, a California corporation ("Borrower"), hereby grants to Foothill Capital Corporation, a California corporation (together with its successors and assigns, "Foothill"), a power of attorney:

- (i) to offer to sell, to sell, to assign, to license, or to otherwise transfer (collectively, "transfer") any or all of Borrower's right, title and interest around the world in and to the Trademarks (as such term is defined in the Security Agreement), including without limitation the trademarks listed on **Schedule A** attached hereto, including the registrations and applications to register such trademarks and all goodwill associated with such trademarks;
- (ii) to execute all documents on its behalf and do all acts necessary or desirable to effect the above stated transfers of right, as if Foothill were the Borrower at all appropriate times; and
- (iii) to receive and retain consideration, including money, in connection with and in payment for any such transfer.

All transfers and such acts as described above are hereby ratified and confirmed by Borrower.

This Power of Attorney is coupled with an interest and is irrevocable except with the consent of Foothill.

Dated as of May 9, 2002.

Barth & Dreyfuss of California,
a California corporation

By: _____
Name: _____
Title: _____

SUBSCRIBED AND SWORN TO
before me this 9th day of May, 2002.

Notary Public [Seal]

SECURITY INTEREST IN TRADEMARKS

Barth & Dreyfuss of California, a California corporation ("*Grantor*"), with its principal place of business and mailing address at 2255 North Ontario Street, Suite 300, Burbank, CA 91504, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, grants to Foothill Capital Corporation, a California corporation (together with its successors and assigns, "*Secured Party*"), a continuing security interest in the following, whether now owned or hereafter acquired by Grantor:

(i) Each trademark, trademark registration and trademark application listed on **Schedule A** hereto, and all of the goodwill of the business connected with the use of, and symbolized by, each such trademark, trademark registration and trademark application; and

(ii) All proceeds of the foregoing, including without limitation any claim by Grantor against third parties for damages (to the extent not effectively prohibited by an applicable and legally enforceable license agreement) by reason of past, present or future infringement of any trademark or trademark registration listed in **Schedule A** hereto or by reason of injury to the goodwill associated with any such trademark or trademark registration or trademark license, in each case together with the right to sue for and collect said damages:

to secure performance of all Obligations of the Grantor as set out in that certain Loan and Security Agreement, dated as of May 9, 2002, by and between Grantor and Secured Party and that certain Intellectual Property Security Agreement dated as of May 9, 2002, by and between Grantor and Secured Party (collectively, the "*Agreements*").

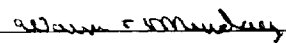
Grantor does hereby further acknowledge and affirm that the rights and remedies of Secured Party with respect to the security interests in the trademarks, trademark registrations and trademark applications made and granted hereby are more fully set forth in the Agreements, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

All terms defined in the Agreements, whether by reference or otherwise, when used herein, shall have their respective meanings set forth therein, unless the context requires otherwise.

IN WITNESS WHEREOF, Grantor has caused this Security Interest in Trademarks to be duly executed as of May 9, 2002.

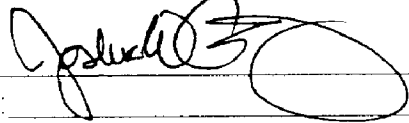
Grantor:

BARTH & DREYFUS OF CALIFORNIA,
a California corporation

By: 
Name: _____
Title: _____

Secured Party:

FOOTHILL CAPITAL CORPORATION, a
California corporation

By: 
Name: _____
Title: _____

Schedule A to
SECURITY INTEREST IN TRADEMARKS
Trademarks

Schedule A

Trademarks

Existing and Pending Trademarks

Item No.	Mark	Registration Number	Status	Owner
1.	B&D*	1171327	Registered	B&D
2.	B&D Weavers and design			B&D
3.	Beach Property*	1219171	Registered	B&D
4.	Bed & Breakfast*	1560991	Registered/ Assigned to Bank of NY Commercial Corporation (in 1990)	B&D
5.	Buttermilk Farms	1796655	Registered	B&D
6.	Colorful Cuisine		Pending/ filing receipt received 2/26/02	B&D
7.	Country Crafts	1799890	Registered	B&D
8.	Country Store	1576441	Registered	B&D
9.	Country Treasures	1799894	Registered	B&D
10.	Design Cottage	1955065	Section 8 and 15 affidavits have been accepted and acknowledged	B&D
11.	Design Cottage	1955066	Registered	B&D
12.	Design Cottage	1753969		B&D
13.	Design Cottage	1978460	Registered	B&D
14.	Design Cottage	1978459	Registered	B&D
15.	Design Cottage	1976804	Registered	B&D
16.	Doornaments	2014553	Registered	B&D
17.	Eternity	2288408	Registered	B&D
18.	Gourmet Gallery*	1209762	Registered	B&D
19.	Holiday Trimmings*	1117729	Registered	B&D
20.	Kitchenworks	Not available yet.	Pending/ Amendment filed 2/21/02	B&D
21.	Kitchenworks	Not available yet	Request granted for first extension of time to file a statement of use	B&D

22.	Laurel Canyon	2186665	Registered	B&D
23.	Laurel Canyon	2177496	Registered	B&D
24.	Royal Terry	1839464	Registered	B&D
25.	Royal Terry and design (crown)*	0577039	Registered	B&D
26.	Sand 'N' Surf	1964932	To be cancelled	B&D
27.	Sarah Lynn's Country Kitchen*	1335604	Section 8 and 15 affidavits have been accepted and acknowledged	B&D
28.	Seven Seas*	1102183	Registered	B&D
29.	Sit 'N Grip	2557229	Registered	B&D
30.	Springtime	2111433	Registered	B&D
31.	Terry Treasure*	1400387	Registered	B&D
32.	The Bathworks*	1016945	Registered	B&D
33.	The Kitchenworks*	1111344	Registered	B&D
34.	The Kitchenworks*	0985064	Registered	B&D
35.	The Tub Club	1860974	To be cancelled	B&D

* A security interest in these marks was granted to Bank of NY Commercial Corporation. Borrower believes that credit facility has since been terminated, but apparently a release was never recorded with the PTO.

Licensed Trademarks

Waverly
Waverly Garden Room
Nick & Nora Home
Tracy Porter
Dreams from Home
Camp Grandma
Got Milk?