

08-16-2002



FORM PTO-1594
(Rev 5-93)

U.S. DEPARTMENT OF COMMERCE
Patent and Trademark Office

102191903

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

8-16-02

1. Name of conveying party(ies):

MEDIA ARTS GROUP, INC.

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State: DELAWARE

Other:

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

3. Nature of Conveyance:

Assignment

Security Agreement

Other

Merger

Change of Name

Execution Date: April 15, 2002

2. Name and address of receiving party(ies):

Name: COMERICA BANK-CALIFORNIA

Address: 333 W. SANTA CLARA STREET

City: SAN JOSE State: CA Zip: 95113

Individual(s) citizenship:

Association:

General Partnership:

Limited Partnership:

Corporation - State:

Other: a California banking corporation

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 trademark number(s):

A. Trademark Application No.(s)

See attached sheet

B. Trademark Registration No.(s)

See attached sheet

Additional numbers attached? Yes No

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

Name:

Erin O'Brien

Internal Address:

GRAY CARY WARE & FREIDENRICH

4365 Executive Drive, Suite 1100

San Diego, California 92121-2133

6 Total number of applications and registrations involved: 32

7. Total fee (37 CFR 3.41) \$815.00

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.

Erin O'Brien

August 15, 2002

Name of Person Signing

Signature

Date

Total number of pages comprising cover sheet: [11]

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

U.S. Patent and Trademark Office, Office of Public Records

1213 Jefferson Davis Highway, 3rd Floor

Arlington, VA 22202

08/16/2002 T01A21 00000090 1998562

01 FC:481

40.00 OP

02 FC:482

775.00 OP

PA\10252296.1
1090371-973800

TRADEMARK
REEL: 002564 FRAME: 0100

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
E-Z Frame	1,998,502	09/30/96
Recollections by Lightpost	1,920,913	09/19/95
Painter of Light	2,281,853	09/28/99
MAGI	2,067,499	06/03/97
Collector Clips	2,034,246	01/28/97
Painter of Light	1,988,294	07/23/96
Recollections by Lightpost	1,971,357	04/30/96
Thomas Kinkade Lighted Path Collection (and design)	2,180,744	08/11/98
Painter of Light	2,237,841	04/06/99
Lightposts for Living	2,517,293	12/11/01
Media Arts Group, Inc.	2,040,973	02/25/97
Lightposts for Living	2,536,340	02/05/02
Painter of Sunlight	75/914,865	02/10/00
The Thomas Kinkade Art of Home Collection	75/917,563	02/14/00
The Thomas Kinkade Art of Home Collection	75/917,564	02/14/00
The Thomas Kinkade Art of Home Collection	75/917,565	02/14/00
The Thomas Kinkade Art of Home Collection	75/917,566	02/14/00
Painter of Light	76/137,827	09/29/00
(design only)	76/138,025	09/29/00
Masters of Light	76/165,258	11/15/00
Music of Light (and design)	76/168,462	11/20/00
Lightpost Gallery	76/168,463	11/20/00
Masters of Light Gallery (and design)	76/211,979	02/16/01
Masters of Light Gallery (and design)	76/211,980	02/16/01
Lightposts for Living	76/232,126	03/28/01
Lightposts for Living	76/232,127	03/28/01
Lightposts for Living	76/232,128	03/28/01
Lightposts for Living	76/232,129	03/28/01
Lightposts for Living	76/232,130	03/28/01
Lightposts for Living	76/232,131	03/28/01
Lightposts for Living	76/232,132	03/28/01
(design only)	75/737,892	06/17/99

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement is entered into as of April 15, 2002, by and between COMERICA BANK-CALIFORNIA ("Bank") and MEDIA ARTS GROUP, INC., a Delaware corporation ("Grantor").

RECITALS

A. Bank has agreed to make certain advances of money and to extend certain financial accommodations to Grantor (the "Loans") in the amounts and manner set forth in that certain Loan and Security Agreement by and between Bank and Grantor dated of even date herewith (as the same may be amended, modified or supplemented from time to time, the "Loan Agreement"; capitalized terms used herein are used as defined in the Loan Agreement). Bank is willing to make the Loans to Grantor, but only upon the condition, among others, that Grantor shall grant to Bank a security interest in certain Copyrights, Trademarks and Patents to secure the obligations of Grantor under the Loan Agreement.

B. Pursuant to the terms of the Loan Agreement, Grantor has granted to Bank a security interest in all of Grantor's right, title and interest, whether presently existing or hereafter acquired, in, to and under all of the Collateral.

NOW, THEREFORE, for good and valuable consideration, receipt of which is hereby acknowledged, and intending to be legally bound, as collateral security for the prompt and complete payment when due of its obligations under the Loan Agreement and all other agreements now existing or hereafter arising between Grantor and Bank, Grantor hereby represents, warrants, covenants and agrees as follows:

AGREEMENT

To secure its obligations under the Loan Agreement and under any other agreement now existing or hereafter arising between Grantor and Bank, Grantor grants and pledges to Bank a security interest in all of Grantor's right, title and interest in, to and under (i) that certain License Agreement, dated as of December 3, 1997, by and between Grantor and Thomas Kinkade, and (ii) its Intellectual Property Collateral (including without limitation such Intellectual Property Collateral to which Grantor acquired rights as an exclusive licensee and including without limitation those Copyrights, Patents and Trademarks listed on Schedules A, B and C hereto), and including without limitation all proceeds thereof (such as, by way of example but not by way of limitation, license royalties and proceeds of infringement suits), the right to sue for past, present and future infringements, all rights corresponding thereto throughout the world and all re-issues, divisions continuations, renewals, extensions and continuations-in-part thereof.

This security interest is granted in conjunction with the security interest granted to Bank under the Loan Agreement. The rights and remedies of Bank with respect to the security interest granted hereby are in addition to those set forth in the Loan Agreement and the other Loan Documents, and those which are now or hereafter available to Bank as a matter of law or equity. Each right, power and remedy of Bank provided for herein or in the Loan Agreement or any of the Loan Documents, or now or hereafter existing at law or in equity shall be cumulative and concurrent and shall be in addition to every right, power or remedy provided for herein and the exercise by Bank of any one or more of the rights, powers or remedies provided for in this Intellectual Property Security Agreement, the Loan Agreement or any of the other Loan Documents, or now or hereafter existing at law or in equity, shall not preclude the simultaneous or later exercise by any person, including Bank, of any or all other rights, powers or remedies.

Grantor represents and warrants that Exhibits A, B, and C attached hereto set forth any and all intellectual property rights, including without limitation intellectual property rights to which Grantor acquired rights as an exclusive licensee, in connection to which Grantor, or the licensor, has registered or filed an application, with either the United States Patent and Trademark Office or the United States Copyright Office, as applicable.

This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute the same instrument.

IN WITNESS WHEREOF, the parties have caused this Intellectual Property Security Agreement to be duly executed by its officers thereunto duly authorized as of the first date written above.

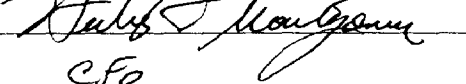
GRANTOR:

MEDIA ARTS GROUP, INC.

Address of Grantor:

900 Lightpost Way
Morgan Hill, CA 95037

Attn: President

By: 
Title: CFO

BANK:

COMERICA BANK-CALIFORNIA

Address of Bank:

333 West Santa Clara Street
San Jose, CA 95113

Attn: Corporate Banking Center

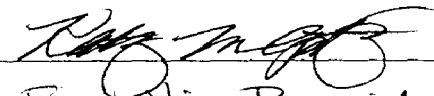
By: 
Title: First Vice President

EXHIBIT A

Copyrights

<u>Description</u>	<u>Registration Number</u>	<u>Registration Date</u>
A Hidden Thatch in Thomashire Village as evening approaches	VA 803738	06/24/96
A Light in the Storm	VA 802138	06/24/96
A Perfect Red Rose	VA 1094527	07/09/01
A Perfect Summer Day	VA 1108030	08/24/01
A Perfect Yellow Rose	VA 1087633	07/09/01
A Tranquil Dusk at Falbrooke Thatch	VA 803739	06/24/96
Afternoon Light Dogwood	VA 803711	06/24/96
Amber Afternoon, Burning leaves on a quiet Sunday	VA 803753	06/24/96
An Evening Out	VA 985831	02/16/00
Aspen Chapel, The	VA 1107696	09/12/01
Autumn at Ashley's Cottage	VA 956108	05/20/99
Autumn Gate	VA 786176	06/24/96
Autumn Lane	VA 803745	06/24/96
Beacon of Hope	VA 803727	06/24/96
Beginning of a Perfect Day	NOT FILED	
Beside Still Waters	VA 803710	06/24/96
Beyond Autumn Gate	VA 786174	06/24/96
Beyond Spring Gate	VA 861192	09/02/97
Biarritz	VA 803720	06/24/96
Blarney Castle	Vau 512330	02/22/01
Blessings of Autumn, The	VA 802124	06/24/96
Blessings of Spring	VA 803698	06/24/96
Blessings of Summer	VA 803714	06/26/96
Block Island	VA 964204	12/03/98
Bloomsbury Café	VA 803685	06/24/96
Blossom Bridge	VA 803690	06/24/96
Blossom Hill Church	VA 956077	05/20/99
Blue Cottage	VA 803687	06/24/96
Boating Day	VA 985830	02/16/00
Boston, an Evening stroll through the Common	VA 803704	06/24/96
Boulevard Lights	VA 992493	01/03/00
Bridge of Faith	VA 861191	09/02/97
Bringing home the Christmas Tree	VA 803750	06/24/96
Broadwater Bridge	VA 803697	06/24/96
Brookside Hidaway	VA 803707	06/24/96
Candlelight Cottage	VA 861205	09/02/97
Carmel: Delores Street and the Tuck Box Inn	VA 802121	06/24/96
Carmel, Sunset on Ocean Ave.	VA 976664	06/14/99
Cedar Nook	VA 807689	06/26/96
Chinatown, San Francisco	VA 807692	06/26/96
Christmas at Ahwahnee	VA 803694	06/24/96
Christmas at the Courthouse	NOT FILED	
Christmas Cottage I	VA 786178	06/24/96
Christmas Eve	VA 786184	06/24/96
Christmas Memories	VA 803703	06/24/96
Christmas on Main Street	VA 803709	06/24/96
Christmas Tree Cottage	VA 786183	06/24/96
Christmas Welcome	VA 861203	09/02/97
Clearing Storms	VA 888914	12/02/97
Clocktower Cottage	VA 1080581	03/21/01
Cobblestone Bridge	VA 1072829	03/05/01
Cobblestone Brooke	VA 888930	12/02/97
Cobblestone Lane I	VA 861207	09/02/97
Cobblestone Village	VA 944170	12/03/98

Gray Cary\PA\10225891.3
1090371-973800

Conquering the Storms	VA 992495	01/03/00
Cottage By The Sea	VA 802130	06/24/96
Country Memories	VA 803708	06/24/96
Creekside Trail	VA 956075	05/20/99
Deer Creek Cottage	VA 786182	06/24/96
Dusk in the Valley	VA 802125	06/24/96
Emerald Isle Cottage	VA 802120	06/24/96
End of a Perfect Day I	VA 803737	06/24/96
End of a Perfect Day II	VA 815445	
End of a Perfect Day III	VA 803735	06/24/96
Entrance to the Manor House	VA 803693	06/24/96
Evening at Merritt's Cottage	NOT FILED	
Evening at Swanbrooke Cottage, Thomashire	VA 802133	06/24/96
Evening Carolers	VA 803734	06/24/96
Evening Glow	VA 992552	01/03/00
Evening in the Forest	VA 803696	06/24/96
Evening Majesty	VA 1080583	02/22/01
Everett's Cottage	VA 944176	12/03/98
Fisherman's Wharf, San Francisco	VA 786177	06/24/96
Flags Over the Capitol	VA 802131	06/24/96
Forest Chapel, The	VA 995153	11/29/99
Foxglove Cottage	VA 956104	05/20/99
Garden of Prayer	VA 920445	07/22/98
Garden of Promise	VA 802134	06/24/96
Garden Party	VA 960713	05/20/99
Gardens Beyond Autumn Gate	VA 786181	06/24/96
Gardens Beyond Spring Gate	VA 920449	07/22/98
Glory of Evening	VA 803730	06/24/96
Glory of Morning	VA 803729	06/24/96
Glory of Winter	VA 803751	06/24/96
Golden Gate Bridge, San Francisco	VA 786187	06/24/96
Good Shepherd's Cottage	VA 1094528	07/09/01
Guardian Castle	VA 803747	06/26/96
Heather's Hutch	VA 803717	06/24/96
Hidden Arbor	VA 803701	06/24/96
Hidden Cottage II	VA 803744	06/26/96
Hidden Gazebo, The	VA 803705	06/24/96
Holiday Gathering, A	VA 944182	12/03/98
Hollyhock House	VA 861199	09/02/97
Home for the Evening	VA 807690	06/26/96
Home for the Holidays	VA 802136	06/24/96
Home is Where the Heart Is	VA 803749	06/26/96
Home is Where the Heart Is II	VA 861202	09/02/97
Homestead House	VA 802135	06/24/96
Hometown Bridge	VA 944173	12/03/98
Hometown Chapel	VA 803726	06/24/96
Hometown Evening	VA 861201	09/02/97
Hometown Lake	VA 888910	12/02/97
Hometown Memories	VA 803736	
Hometown Morning	VA 1064688	02/22/01
Hyde St. & the Bay, S.F.	VA 861190	09/02/97
It Doesn't Get Much Better	VA 1087641	06/07/01
Julianne's Cottage	VA 803684	06/24/96
Lakeside Hideaway	VA 956073	05/20/99
Lamplight Brooke	VA 786179	06/24/96
Lamplight Lane	VA 787171	09/16/96
Lamplight Inn	VA 786172	06/24/96
Lamplight Village	VA 786170	09/16/96
Light in the Storm, A	VA 803693	
Light of Peace, The	VA 861193	09/02/97
Lights of Home, The	VA 803715	06/24/96
Lilac Gazebo	VA 861204	09/02/97
Lingering Dusk	VA 944179	12/04/98

Gray Cary\PA\10225891.3
1090371-973800

TRADEMARK
REEL: 002564 FRAME: 0105

Lit Path, The	VA 807691	06/24/96
Lockhaven Cottage	VA 803714	06/24/96
Luxembourg Gardens	VA 803722	06/24/96
Main Street Celebration	VA 803746	06/26/96
Main Street Courthouse	VA 802129	06/24/96
Main Street Matinee	VA 802127	06/24/96
Main Street Trolley	VA 802128	06/24/96
McKenna's Cottage	VA 803691	06/24/96
Meadowood Cottage	VA 861206	09/02/97
Memories of Christmas	VA 1107696	09/12/01
Miller's Cottage	VA 803689	06/24/96
Moonlight Cottage	VA 1072820	03/05/01
Moonlight Lane	VA 802119	06/24/96
Moonlit Sleighride	VA 803732	06/24/96
Morning Dogwood	VA 803699	06/24/96
Morning Glory Cottage	VA 803692	06/24/96
Mountain Chapel	VA 926923	10/14/98
Mountains Declare His Glory, The	VA 1064696	02/22/01
Mountain Majesty	VA 944168	12/03/98
New Day Dawning, A	VA 956078	05/20/99
Old Porterfield Tea Room	VA 803686	06/24/96
Olde Porterfield Gift Shoppe	VA 803700	06/24/96
Open Gate, The	VA 987754	10/25/99
Open Gate Sussex	VA 803719	06/24/96
Pacific Grove	VA 803713	06/24/96
Paris, City of Lights	VA 802132	06/24/96
Paris, Eiffel Tower	VA 803725	06/24/96
Paris, St. Michel	VA 803721	06/24/96
Paris snowfall	Vau 468945	02/17/00
Peaceful Time	VA 1072913	02/22/01
Perseverance	VA 1073713	03/05/01
Petals of Hope	VA 803688	06/24/96
Pine Grove Cottage	VA 861197	09/02/97
Prince of Peace	VA 956106	05/20/99
Pools of Serenity	VA 992494	01/03/00
Power and the Majesty, The	VA 802140	06/24/96
Puerto Vallarta Beach	VA 803718	06/24/96
Pye Corner Cottage	VA 803728	06/24/96
Quiet Evening	VA 956105	05/20/99
Rock of Slavation	VA 1081495	05/29/01
Rose Garden, The	VA 1072827	03/05/01
Rose Gate	VA 803712	06/24/96
Rotary Club Meeting, The	VA 802122	06/24/96
San Francisco 1909	VA 786169	09/16/96
San Francisco Alcatraz	VA 803723	06/24/96
San Francisco California Street	VA 786185	06/24/96
San Francisco Market Street	VA 786175	06/24/96
San Francisco Union Square	VA 786186	06/24/96
Sea of Tranquility	VA 926918	10/14/98
Silent Night	VA 786180	06/24/96
Skating in the park	VA 802126	06/24/96
Spring at Stonegate	VA 802116	06/24/96
Spring Gate	VA 861195	09/02/97
Spring in the Alps	VA 802118	06/24/96
St. Nicholas Circle	VA 803752	06/24/96
Stairway to Paradise	VA 944169	12/04/98
Stepping Stone Cottage	VA 802123	06/24/96
Stillwater Bridge	VA 920504	07/22/98
Stonehearth Hutch	VA 786173	06/24/96
Stonehenge	Vau 512329	02/22/01
Streams of Living Water	VA 1072821	03/05/01
Studio in the Garden	VA 803724	06/24/96
Sunday at Apple Hill	VA 803706	06/24/96

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1090371-973800

TRADEMARK
REEL: 002564 FRAME: 0106

Sunday Evening Sleigh Ride	VA 861198	09/02/97
Sunday Outing	VA 803695	06/24/96
Sunrise	VA 1080582	02/22/01
Sunset at Riverbend Farm	VA 861196	09/02/97
Swanbrooke Cattage	VA 802133	
Sweetheart Cottage	VA 803738	
Sweetheart Cottage II	VA 803739	
Sweetheart Cottage III	VA 803740	
Teacup Cottage	VA 861200	09/02/97
Thomas Kinkade: paintings of radiant light	VA 812950	12/20/96
Town Square	VA 994600	10/25/99
Twilight Vista	VA 956076	05/20/99
Venice Canal	VA 807693	06/26/90 (sic)
Victorian Christmas I	VA 802139	06/24/96
Victorian Christmas II	VA 802117	06/24/96
Victorian Christmas III	VA 802137	06/24/96
Victorian Christmas IV	VA 803750	
Victorian Garden	VA 803748	06/26/96
Victorian Light	VA 1073714	03/05/01
View from Havencrest Cottage, The	VA 803740	06/24/96
Village Christmas	VA 920456	07/22/98
Village Inn, The	VA 803702	06/24/96
Walking to church on a rainy Sunday evening	VA 803836	06/26/96
Warmth of Home, The	VA 803742	06/24/96
Weatherwane Hutch	VA 803733	06/24/96
Wind of the Spirit, The	VA 944177	12/03/98
Winsor Manor	VA 861194	09/02/97
Winter Chapel	VA 960712	05/20/99
Winter's End	VA 803743	06/24/96
Wisteria Arbor	VA 803716	06/24/96
Woodman's Thatch	VA 803761	06/24/96

LITERARY COPYRIGHTS

A Village Christmas	TX 5062052	
Beside Still Waters	TX 5300991	11/15/00
Beyond The Garden Gate	TX 4517213	04/18/97
Beyond The Garden Gate	TX 4933007	07/15/98
Chasing the horizon: our adventure through the British Isles and France	TX 4785855	06/16/98
Christ, the light of the world: a devotional	TX 5061615	11/30/99
Come Let us Adore Him	TX 5136463	
Garden of friendship/Thomas Kinkade	TX 5300198	11/15/00
Glory of Creation	TX 4933004	
Grandmother's memories to her grandchild	TX 4983217	05/04/99
Grandmother's memories to his grandchild	TX 4978115	05/04/99
Home is Where the Heart Is	TX 493305	
Hometown Memories	TX 4856587	
Hometown Memories	TX 4901195	
I'll Be Home for Christmas	TX 4727150	
Lightposts for Living	TX 4966022	
Masterworks of Light	TX 5371763	11/22/00
Passages of Light selected scriptures with reflections	TX 5136464	
Romantic Hideaways	TX 4932994	07/15/98
Romantic Hideaways	TX 4449916	04/18/97
Seasons of Light	TX 4856585	
Seasons of Light	TX 4901196	
Simpler Times	TX 4367566	09/16/96
Simpler Times		07/15/98
Simpler Times Guest Book	TX 4450031	04/18/97
Simpler Times Guest Book	TX 4932993	07/15/98
Simpler Times Sketchbook	TX 4932995	07/15/98
Simpler Times Sketchbook	TX 4494365	04/18/97
Spirit of America, The	TX 49208679	01/25/99

Gray Cary\PA\10225891.3
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SKETCH COPYRIGHTS

A Christmas Welcome	VA 1068898	02/22/01
Beyond Spring Gate	VA 1068900	02/22/01
Blarney Castle	VAu 512330	
Blossom Bridge	VA 1068901	02/22/01
Clearing Storms	VA 1068902	02/22/01
Cobble Brooke	VA 1068904	02/22/01
Cobblestone Lane No. 1	VA 1068897	02/22/01
Deer Creek Cottage	VA 1068907	02/22/01
Golden Gate Bridge	VA 1068911	02/22/01
Hometown Evening	VA 1068896	02/22/01
Hometown Lake	VA 1068903	02/22/01
Meadowood Cottage	VA 1068910	02/22/01
New Day Dawning	VA 1068906	02/22/01
Petals of Hope	VA 1068918	02/22/01
Pine Cove Cottage	VA 1068899	02/22/01
Simpler Times	VA 1068909	02/22/01
Spring Gate	VA 1068912	02/22/01
Steppingstone Cottage	VA 1068915	02/22/01
Stonehenge	Vau 512329	
Sunday Evening Sleigh Ride	VA 1068914	02/22/01
Twilight Cottage	VA 1068917	02/22/01
Valley of Peace	VA 1068905	02/22/01
Venice	VA 1068913	02/22/01
Victorian Garden II	VA 1068916	02/22/01
Village Christmas	VA 1068908	02/22/01
Yosemite	VA 1069809	02/22/01

3

EXHIBIT B

Patents

Description

Method for Modifying the Tension of a Canvas

Registration/
Application
Number

63-47466

Registration/
Application
Date

2/19/2002

EXHIBIT C

Trademarks

<u>Description</u>	<u>Registration/ Application Number</u>	<u>Registration/ Application Date</u>
E-Z Frame	1,998,502	09/30/96
Recollections by Lightpost	1,920,913	09/19/95
Painter of Light	2,281,853	09/28/99
MAGI	2,067,499	06/03/97
Collector Clips	2,034,246	01/28/97
Painter of Light	1,988,294	07/23/96
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Masters of Light	76/165,258	11/15/00
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Masters of Light Gallery (and design)	76/211,979	02/16/01
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Lightposts for Living	76/232,130	03/28/01
Lightposts for Living	76/232,131	03/28/01
Lightposts for Living	76/232,132	03/28/01
(design only)	75/737,892	06/17/99