

03-14-2003

Form PTO-1594 (Rev. 03/01)

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DEPARTMENT OF COMMERCE S. Patent and Trademark Office

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

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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):

Accents Unlimited, Inc.

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

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

2. Name and address of receiving party(ies)

Name: Park Bank

Internal

Address:

Street Address: 15850 W. Bluemound Road

City: Brookfield State: WI Zip: 53005

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

Other a Wisconsin state bank

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

3. Nature of conveyance:

- Assignment, Merger, Security Agreement, Change of Name, Other surrender of collateral

Execution Date: 12/09/02

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

A. Trademark Application No.(s)

B. Trademark Registration No.(s)

2,494,436 2,487,358 2,218,667 2,478,019 2,273,569 1,211,694

Additional number(s) attached Yes No

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

Name: Brian G. Gilpin; Godfrey & Kahn, S.C.

Internal Address:

Street Address: 780 N. Water Street

City: Milwaukee State: WI Zip: 53202

6. Total number of applications and registrations involved:

6

7. Total fee (37 CFR 3.41): \$ 165.00

- Enclosed, Authorized to be charged to deposit account for any deficiencies

8. Deposit account number:

07-1509

(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.

Brian G. Gilpin

Name of Person Signing

Signature

Date March 7, 2003

Total number of pages including cover sheet, attachments, and document: 7

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

TRADEMARK REEL: 002691 FRAME: 0076

03/14/2003 TBIAZ1 00000007 2494436 01 FC:0521 02 FC:0522

**VOLUNTARY SURRENDER OF COLLATERAL OF
ACCENTS UNLIMITED, INC. TO PARK BANK**

Agreement made this 9th day of December, 2002, between and among Accents Unlimited, Inc.

("Accents") a Wisconsin corporation, Ronald J. Creten (hereinafter referred to as "Guarantor") and Park Bank.

RECITALS

A. This Agreement is made in reliance upon the representations and acknowledgments of these recitals. Accents is indebted to Park Bank as of December 3, 2002 in the amount of **\$3,970,000.00** together with interest, expenses and charges as provided for pursuant to the terms of loan agreements with Park Bank. The obligations of Accents to Park Bank have matured and are due and payable in full.

B. As security for repayment of the obligations of Accents, Park Bank is the owner and holder of a General Business Security Agreement from Accents dated January 10, 2002 covering all assets. The security interest is properly perfected and constitutes a first lien.

C. The obligations of Accents to Park Bank were guaranteed by Guarantor in an agreement dated June 5, 2000.

D. Accents will be discontinuing operations and has no ability to repay amounts due to Park Bank. Park Bank has received an offer to purchase and license certain assets of Accents from DHI Acquisition, Inc under the terms of proposed Asset Purchase Agreement and License Agreement, copies of which are attached as Exhibits A and B and incorporated herein by reference.

E. Accents has decided that it is in its best interests to voluntarily surrender the assets being purchased and licensed by DHI Acquisition, Inc. described on the Asset Purchase Agreement and License Agreement attached as **Exhibit A** to Park Bank. The Bank is willing to accept the voluntary surrender effective upon execution of this Agreement by Park Bank.

AGREEMENT

NOW THEREFORE, in consideration for the mutual covenants contained herein and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the undersigned agree that:

1. Accents does hereby surrender possession of the assets being purchased and licensed by DHI Acquisition, Inc. to Park Bank (**Exhibits A and B**) effective upon execution of this Agreement by Park Bank. Accents and Guarantor will cooperate with Park Bank in the sale and license of assets to DHI Acquisition and in the sale or disposition of all other assets. Proceeds of all sales will be applied to amounts due to Park Bank from Accents as Park Bank in its sole and exclusive discretion determines.
2. Guarantor consents to this Voluntary Surrender and acknowledges that Park Bank has the right to pursue Guarantor for the any unpaid loan balance up to the limit of his guaranty for any deficiency.
3. Accents and Guarantor understand and agree that Park Bank is not assuming, is not and will not be

liable for any obligations, debts or liabilities of Accents or its officers, agents or guarantors whatsoever by reason of this voluntary surrender of collateral.

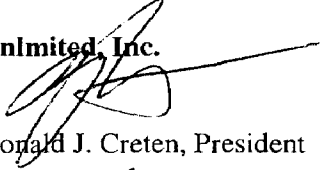
4. This Agreement is the final agreement between the parties with respect to the subject matter and may not be amended except in writing. This Agreement may be executed in counterpart. Fax copies of signatures will be binding as original signatures.

5. This Agreement is to be construed and governed by the laws of the State of Wisconsin and is binding upon the parties to this Agreement, their agents, employees, executors and assigns.

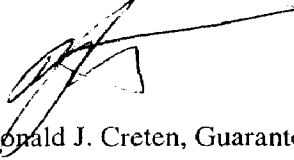
Dated this 9th day of December, 2002.

Accents Unlimited, Inc.

By:


Ronald J. Creten, President

Dated this 9th day of December, 2002.


Ronald J. Creten, Guarantor

Dated this 9th day of December, 2002.

PARK BANK

By:

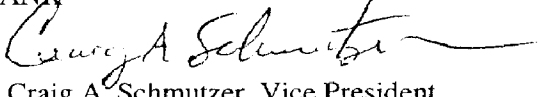

Craig A. Schmutzer, Vice President

EXHIBIT A Section 1

All of the Subject Assets as described in that certain Asset Purchase Agreement dated as of the date hereof between Seller, Purchaser, Accents Unlimited, Inc. and Ronald J. Creten, including, without limitation the trademarks, patents and patent rights listed on Attachment 1 and the goodwill and all common law rights associated therewith.

ATTACHMENT 1 to EXHIBIT A

TRADEMARKS

MARK	COUNTRY/ STATE	SERIAL NO./REG. NO.	FILING DATE/REG. DATE	STATUS
TREASURED KEEPSAKES	US	2,494,436	October 2, 2001	Registered
LEAF CRAFT	US	2,478,019	August 14, 2001	Registered
SPORTING TREASURES	US	2,487,358	September 11, 2001	Registered
CREATE YOUR OWN...ARTFUL TOUCH	US	2,273,569	August 31, 1999	Registered
PATIO ACCENTS	US	2,218,667	January 19, 1999	Registered
WEE CRAFTS and Design	US	1,211,694	October 5, 1982	Registered
ACCENTS, CRAFTS & FRAMING	WI		September 22, 1982	Registered
ACCENTS CRAFTS & FRAMING Stylized Letters	WI		September 22, 1982	Registered
NAKED FURNITURE	WI		June 21, 1978	Registered
ACCENTS I	WI		July 23, 1986	Registered
ACCENTS! Stylized Letters	WI		July 16, 1986	Registered

PATENTS

TITLE	COUNTRY	APP. NO./PATENT NO.	FILING DATE/ISSUE DATE	STATUS
Swinger article and method	US	6,127,008	October 3, 2000	Issued

EXHIBIT A Section 2

Licensed Intellectual Property

All of the copyrights, drawings, specifications and designs for all of the existing products of Accents Unlimited, Inc.