

04-22-2003

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

RE



ET

102426371

To the Honorable Commissioner of Patents and Trademarks: Please record this document or copy thereof.

1. Name of conveying party(ies):

4-17-03

Conso International Corporation, a South Carolina Corporation  
Simplicity Pattern Co., a Delaware corporation  
WM. Wright Co., a Delaware corporation  
c/o Conso International Corporation  
513 North Duncan Bypass  
Union, South Carolina 29379

- Individual(s)
- General Partnership
- Corporations (see above for States)
- Other
- Association
- Limited Partnership

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

2. Name and Address of receiving party(ies)

Name: Wells Fargo Bank Northwest, N.A. (as collateral agent)

Address: 299 South Main Street  
Salt Lake City, UT 84111

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

OFFICE OF PATENT RECORDS  
APR 17 PM 3:01  
FINANCE SECTION

3. Nature of conveyance:

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

Execution Date: December 20, 2002

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

A. Trademark Application No.(s) See attached

B. Trademark Registration No.(s) See attached

Additional numbers attached?  Yes  No

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

Hayley M. Smith  
Senior Legal Assistant  
Kirkland & Ellis  
153 East 53rd Street  
New York, NY 10022-4675

6. Total number of applications and registrations involved: 61

7. Total fee (37 CFR 3.41)..... \$ 1540.00

- Enclosed
- Authorized to be charged to Deposit Account

8. Deposit Account No.

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

4/21/2003 TDIAZ1 00000026 1978322

01 FC:0521 40.00 OP  
02 FC:0522 1500.00 OP

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.

Lisa A. Samenfeld  
Name of Person Signing

*Lisa A. Samenfeld*  
Signature

4-17-03  
Date

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

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

**Schedule  
to Recordation Cover Sheet**

**CONSO**

**PENDING AND REGISTERED U.S. TRADEMARKS**

<b><u>MARK</u></b>	<b><u>NUMBER</u></b>
CONSO	1,978,322
CONSO (& design)	1,978,323
CLEARWARE DECORATING SYSTEM (& design)	1,821,378
DUITALL FABRIC MASTER	2,214,183
CLAESSON	2,227,320
CLAESSON (& design)	2,227,321

**SIMPLICITY**

**PENDING AND REGISTERED U.S. TRADEMARKS**

<b><u>MARK</u></b>	<b><u>NUMBER</u></b>
CAMP SIMPLICITY	2,065,951
DESIGN YOUR OWN	2,106,457
IT'S SO EASY IT'S SIMPLICITY	1,664,976
JIFFY	805,145
NEW LOOK	1,553,693
SIMPLICITY (pattern periodical books/magazine)	508,255
SIMPLICITY (craft kits)	1,482,464
SIMPLICITY (sewing machine notions)	1,426,278
SIMPLICITY (patterns)	514,739
SIMPLICITY (poly-fiberfill)	2,282,887
SIMPLICITY (pillow forms)	2,282,886
SIMPLICITY (toy sewing machines)	2,280,074
SIMPLICITY DÉCOR	1,889,877
SIMPLICITY DOLL HOUSE	1,642,911
SIMPLICITY HOUSE (& design)	1,466,326
SIMPLICITY PERSONAL FIT	816,384
SIMPLY THE BEST	1,914,892
STYLE	891,787
SUPER SIMPLE	1,213,895
THE PANEL PLACE	2,188,571
THE 2 HOUR EXPRESS (& design)	1,686,390
YES I CAN	1,784,085
YES I CAN ! (& design)	1,135,739

**WRIGHT****PENDING AND REGISTERED U.S. TRADEMARKS**

<b><u>MARK</u></b>	<b><u>NUMBER</u></b>
BALENE (knitting needles)	1358165
BONDEX (stylized) (plastic coated mending tape)	435827
BONDEX (fabric patches coated with heat responsive bonding)	1048584
BONDEX (Stylized) (pressing cloths for use with iron-on patches)	1117715
BOYE (scissors, shears, sewing machine needles)	908314
BOYE & DESIGN (manicure implements)	752483
BOYE & DESIGN (art needlework implements)	757410
BOYE & DESIGN (art needlework implements)	507382
CROCHET MASTER (crochet needles & carrying cases)	1391688
DIANA (art needlework products)	821181
DIANA & DESIGN (art needlework products)	819155
EZ (stylized) (printed patterns, drawing templates for quilting)	2266594
EZ INTERNATIONAL	1188748
EZ QUILTING	2299401
IRONTEX	1346416
KAPPA & DESIGN	398738
KNITMATES	1640598
LENDING TEXTILE INC.	2320261
LTI	2320262
NEEDLE MASTER & DESIGN	820815
PERFECTION POINTS	821358
SHOULDER LITES	1446521
SOFT AND EASY	974394
TRIM-PRO	1367420
WHALE DESIGN	1417539
WRIGHT'S CREATIVE CLASSICS	2339127
WRIGHT'S DESIGNER CLASSICS	2341798
WRIGHT'S HOME COLLECTION	Application No. 75/430015
WRIGHT'S TRADITIONAL CLASSICS	2339128
WRIGHTS (sewing thread)	1354141
WRIGHTS (fabric ribbon, narrow fabric tapes)	904123
WRIGHTS SPECIAL OCCASION RIBBON	1708357

**COLLATERAL ASSIGNMENT AND  
SUBORDINATED SECURITY AGREEMENT (TRADEMARKS)**

THIS COLLATERAL ASSIGNMENT AND SUBORDINATED SECURITY AGREEMENT (TRADEMARKS) (this "Agreement"), dated as of December 20, 2002, executed by CONSO INTERNATIONAL CORPORATION, a South Carolina corporation ("Conso"), SIMPLICITY PATTERN CO., a Delaware corporation ("Simplicity"), and WM. WRIGHT CO., a Delaware corporation ("Wright" and, together with Conso and Simplicity, the "Grantors"), in favor of WELLS FARGO BANK NORTHWEST, NATIONAL ASSOCIATION, as collateral agent (the "Collateral Agent"), for the ratable benefit of SUNTRUST BANKS, INC., THE LINCOLN NATIONAL LIFE INSURANCE COMPANY, LINCOLN NATIONAL INCOME FUND, INC. and GATX FINANCIAL CORPORATION (together, the "Junior Secured Parties") and their successors and registered assigns from time to time party to the Second Amended and Restated Subordinated Note and Warrant Purchase Agreement, dated as of the date hereof, by and among Conso, Simplicity, Wright, Lending Textile, the other subsidiaries of Conso listed on the signature pages thereto and the Junior Secured Parties (the "Subordinated Note Agreement").

**WITNESSETH:**

WHEREAS, Grantors own and use certain trademarks and trademark licenses, all as more fully described on Schedule I attached hereto and by reference made part hereof; and

WHEREAS, Grantors have entered into a Subordinated Security Agreement, dated as of even date herewith (as amended, restated, supplemented or otherwise modified from time to time, the "Subordinated Security Agreement"; capitalized terms used herein and not defined shall have the meanings ascribed to them in the Subordinated Security Agreement) in favor of the Collateral Agent for the ratable benefit of the Junior Secured Parties; and

WHEREAS, pursuant to the Subordinated Security Agreement, the Grantors have collaterally assigned, mortgaged, pledged and hypothecated to the Collateral Agent, for the ratable benefit of the Junior Secured Parties, all of their right, title and interest in and to, and granted to the Collateral Agent, for the ratable benefit of the Junior Secured Parties, a subordinated security interest in, the property described therein, including, without limitation, (a) all of Grantors' Trademarks (as herein defined), whether presently existing or hereafter acquired or arising, or in which any Grantor now has or hereafter acquires rights and wherever located; (b) all of the Grantors' Trademark Licenses (as herein defined), whether presently existing or hereafter acquired or in which any Grantor now has or hereafter acquires rights and wherever located; and (c) all products and proceeds any of the foregoing; and

WHEREAS, as a condition precedent to the extension of financial accommodations pursuant to the Subordinated Note Agreement and in furtherance of the Subordinated Security Agreement, including, without limitation, for purposes of perfecting the subordinated security

interests granted therein, the Junior Secured Parties have required that the Grantors grant to the Collateral Agent, for the ratable benefit of Junior Secured Parties, a subordinated security interest in and a collateral assignment of the Property (as herein defined);

NOW, THEREFORE, in consideration of the premises and of the mutual covenants herein contained and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. For purposes of this Agreement and in addition to terms defined elsewhere in this Agreement, the following terms shall have the meanings herein specified (such meaning to be equally applicable to both the singular and plural forms of the terms defined):

"Trademark License" means any written agreement now or hereafter in existence granting to any Grantor any right to use any Trademark, including, without limitation, the agreements listed on Schedule I attached hereto.

"Trademarks" means all of the following: (i) all trademarks, trade names, corporate names, company names, business names, fictitious business names, trade styles, service marks, logos, other source or business identifiers, prints and labels on which any of the foregoing have appeared or appear, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, all registrations and recordings thereof, and all applications in connection therewith, including, without limitation, registrations, recordings and applications in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof or any other country or any political subdivision thereof (except in any jurisdiction in which the grant of a security interest in trademarks is prohibited), including, without limitation, those U.S. registrations and applications for registration listed on Schedule I attached hereto, together with all the rights, benefits and privileges derived therefrom and the goodwill of the business symbolized thereby, (ii) all renewals thereof and (iii) all proceeds of the foregoing.

2. Subject to the Lien Subordination Agreement and the rights of the Collateral Agent as Agent on behalf of and for the ratable benefit of the Senior Lenders as Senior Secured Parties, as security for all of the Junior Secured Obligations (as defined in the Subordinated Security Agreement), each Grantor hereby grants and conveys a security interest to the Collateral Agent, for the ratable benefit of the Junior Secured Parties, in, and collaterally assigns, pledges, mortgages and hypothecates to the Collateral Agent, for the ratable benefit of the Junior Secured Parties, all of its right, title and interest in, to and under the following (collectively, the "Property"):

(a) each Trademark now or hereafter owned by such Grantor or in which such Grantor now has or hereafter acquires rights and wherever located

(except in any jurisdiction in which the grant of a security interest in trademarks is prohibited) and the goodwill of the business of such Grantor relating thereto or represented thereby, including, without limitation, each U.S. registration and application for registration of a Trademark referred to in Schedule I hereto; and

(b) each Trademark License now or hereafter held by such Grantor or in which such Grantor now has or hereafter acquires rights, to the extent each of the Trademark Licenses does not prohibit assignment or the granting of a security interest in the rights thereunder, and wherever located, including, without limitation, the Trademark Licenses, if any, referred to in Schedule I hereto; and

(c) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future infringement of any Trademark or breach of Trademark Licenses, if any, including, without limitation, any Trademark or Trademark License referred to in Schedule I hereto.

Notwithstanding the foregoing or anything else contained in this Agreement to the contrary, the assignment set forth above shall not be effective as a transfer of title to the Property unless and until the Collateral Agent exercises the rights and remedies accorded to it under the Subordinated Security Agreement and by law with respect to the realization upon its security interest in and collateral assignment of the Property, and until such time each Grantor shall own, and may use and enjoy the Property in connection with its business operations, and exercise all incidents of ownership, including, without limitation, enforcement of its rights and remedies with respect to its Property, but with respect to all Property being used in such Grantor's business, only in a manner consistent with the preservation of the current substance, validity, registration and the security interest and collateral assignment herein granted in such Property, provided, however, that the foregoing shall not impose an obligation on such Grantor to continue to use any of the Property in such Grantor's business to the extent that such Property is not necessary in the normal conduct of its business.

3. Each Grantor does hereby further acknowledge and affirm that the representations, warranties and covenants of such Grantor with respect to the Property and the rights and remedies of the Collateral Agent with respect to the Subordinated Security Interest in and collateral assignment of the Property made and granted hereby are more fully set forth in the Subordinated Security Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

4. This Agreement shall terminate upon termination of the Subordinated Security Agreement. Subject to terms of the Lien Subordination Agreement, at any time and from time to time prior to such termination, the Collateral Agent may terminate its security interest in or reconvey to any Grantor any rights with respect to any or all of its Property. Upon termination

of this Agreement and following a request from any Grantor, the Collateral Agent shall, at the expense of such Grantor, execute and deliver to such Grantor all deeds, assignments and other instruments as the Grantor may reasonably request (but without recourse or warranty by the Collateral Agent) in order to evidence such termination.

5. If at any time before the termination of this Agreement in accordance with Section 4, any Grantor shall obtain or acquire rights to any new Trademark or Trademark License, the provisions of Section 2 shall automatically apply thereto and such Grantor shall comply with the terms of the Subordinated Security Agreement with respect to such new Trademark or Trademark License. Each Grantor authorizes the Collateral Agent to modify this Agreement by amending Schedule I to include any future Trademarks and Trademark Licenses covered by Section 2 or by this Section 5.

6. The Grantors further agree that (a) neither the Collateral Agent nor any Junior Secured Party shall have any obligation or responsibility to protect or defend the Property and each Grantor shall at its own expense protect, defend and maintain the same in accordance with the terms and conditions set forth in the Subordinated Security Agreement, (b) each Grantor shall forthwith advise the Collateral Agent promptly in writing upon detection of infringements of any of the Property being used in such Grantor's business and (c) if any Grantor fails to comply with the requirements of the preceding clause (a), the Collateral Agent or any Lender may do so in such Grantor's name or in its own name, but in any case at such Grantor's expense, and such Grantor hereby agrees to reimburse the Collateral Agent and the Junior Secured Parties for all reasonable expenses, including attorneys' fees, incurred by the Collateral Agent and the Junior Secured Parties in protecting, defending and maintaining the Property.


7. THIS AGREEMENT SHALL BE CONSTRUED IN ACCORDANCE WITH AND GOVERNED BY THE LAWS OF THE STATE OF NEW YORK, EXCEPT TO THE EXTENT THAT PERFECTION (AND THE EFFECT OF PERFECTION AND NONPERFECTION) AND CERTAIN REMEDIES MAY BE GOVERNED BY THE LAWS OF ANY JURISDICTION OTHER THAN THE STATE OF NEW YORK.

[Signatures on following page]

**EXECUTION COPY**

IN WITNESS WHEREOF, each of the parties hereto has caused this Agreement to be duly executed under seal by its duly authorized officers as of the date first above written.

Conso International Corporation

By:   
Name: Richard Zinn  
Title: SVP + CO

  
Witness

\_\_\_\_\_  
Witness

STATE OF NEW YORK    )  
                                  ) ss.:  
COUNTY OF NEW YORK )

On the \_\_\_\_ day of December, 2002 before me personally came [\_\_\_\_], to me personally known and known to me to be the person described in and who executed the foregoing instrument as the [\_\_\_\_] of Conso International Corporation, who being by me duly sworn, did depose and say that he is the [\_\_\_\_] of Conso International Corporation, the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

[NOTARIAL SEAL]



Simplicity Pattern Co.

By: *Frank J. Russo*  
Name: FRANK J. RUSSO  
Title: PRESIDENT / CEO

*[Signature]*  
Witness

\_\_\_\_\_  
Witness

STATE OF NEW YORK    )  
  ) ss.:  
COUNTY OF NEW YORK )

On the \_\_\_\_ day of December, 2002 before me personally came [\_\_\_\_], to me personally known and known to me to be the person described in and who executed the foregoing instrument as the [\_\_\_\_] of Simplicity Pattern Co., who being by me duly sworn, did depose and say that he is the [\_\_\_\_] of Simplicity Pattern Co., the corporation described in and which executed the foregoing instrument; that the said instrument was signed on behalf of said corporation by order of its Board of Directors; that he signed his name thereto by like order; and that he acknowledged said instrument to be the free act and deed of said corporation.

\_\_\_\_\_  
Notary Public

My Commission Expires:  
\_\_\_\_\_

[NOTARIAL SEAL]

[Signature Page to Collateral Assignment of Trademarks]





Schedule I  
to Collateral Assignment  
and Subordinated Security Agreement (Trademarks)

**CONSO INTERNATIONAL CORPORATION**

**PENDING AND REGISTERED U.S. TRADEMARKS**

<b><u>MARK</u></b>	<b><u>NUMBER</u></b>
CONSO	1,978,322
CONSO (& design)	1,978,323
CLEARWARE DECORATING SYSTEM (& design)	1,821,378
DUITALL FABRIC MASTER	2,214,183
CLAESSON	2,227,320
CLAESSON (& design)	2,227,321

**PENDING AND REGISTERED FOREIGN TRADEMARKS**

<b><u>COUNTRY</u></b>	<b><u>MARK</u></b>	<b><u>NUMBER</u></b>
Canada	DUITALL FABRIC MASTER	TMA 434,408

**TRADEMARK LICENSES**

None

**SIMPLICITY PATTERN CO., INC.****PENDING AND REGISTERED U.S. TRADEMARKS**

<b><u>MARK</u></b>	<b><u>NUMBER</u></b>
CAMP SIMPLICITY	2,065,951
DESIGN YOUR OWN	2,106,457
IT'S SO EASY IT'S SIMPLICITY	1,664,976
JIFFY	805,145
NEW LOOK	1,553,693
SIMPLICITY (pattern periodical books/magazine)	508,255
SIMPLICITY (craft kits)	1,482,464
SIMPLICITY (sewing machine notions)	1,426,278
SIMPLICITY (patterns)	514,739
SIMPLICITY (poly-fiberfill)	2,282,887
SIMPLICITY (pillow forms)	2,282,886
SIMPLICITY (toy sewing machines)	2,280,074
SIMPLICITY DÉCOR	1,889,877
SIMPLICITY DOLL HOUSE	1,642,911
SIMPLICITY HOUSE (& design)	1,466,326
SIMPLICITY PERSONAL FIT	816,384
SIMPLY THE BEST	1,914,892
STYLE	891,787
SUPER SIMPLE	1,213,895
THE PANEL PLACE	2,188,571
THE 2 HOUR EXPRESS (& design)	1,686,390
YES I CAN	1,784,085
YES I CAN ! (& design)	1,135,739

**PENDING AND REGISTERED FOREIGN TRADEMARKS**

<b>COUNTRY</b>	<b>MARK</b>	<b>NUMBER</b>
Argentina	IT'S SO EASY IT'S SIMPLICITY	1,592,528
	KNITTING & CROCHET WITH STYLE FROM SIMPLICITY	1,501,565
	SIMPLICITY	1,485,208
Aruba	SIMPLICITY	13,453
Australia	IT'S SO EASY IT'S SIMPLICITY	A568418
	JIFFY	A43,856
	SIMPLICITY	A103004
	SIMPLICITY	A473663
	SIMPLICITY KIDS	Appl. No. 71,618
	STYLE	B440202
Bahamas	SIMPLICITY	11,221
Benelux	NEW LOOK	507,043
	SIMPLICITY	71,916
Brazil	NEW LOOK	816872570
	SIMPLICITY	816872589
Canada	IT'S SO EASY IT'S SIMPLICITY	TMA409,516
	JIFFY	TMA337,196
	KNITTING WITH STYLE	TMA336,240
	NEW LOOK (& design)	TMA457,461
	SIMPLICITY	TMA365,397
	SIMPLICITY	TMA338,296
	SIMPLICITY	TMDA047,556

COUNTRY	MARK	NUMBER
	SIMPLICITY	UCA017,780
	SIMPLICITY KIDS	Appl No. 082316500 TMA pending
Chile	IT'S SO EASY IT'S SIMPLICITY	399.054
	SIMPLICITY	399.053
China (People's Republic)	SIMPLICITY	Application No. 94042730
	SIMPLICITY (In Chinese characters)	863534
Dominican Rep.	SIMPLICITY	37,562
	SIMPLICITY	37,590
EC (Belgium, Holland, Denmark, France, Germany, Greece, Ireland, Italy, Spain, U.K.)	NEW LOOK	Appl. No. 707,125
	SIMPLICITY KIDS	Appl. No. 361,329
	SIMPLICITY FASHION TRIMS	Appl. No. 1,344,738
	SIMPLICITY	Appl. No. 1,092,691
France	ELEGANCE	Appl. No. 96/651,740
	NEW LOOK	Appl. No. 97/699,607
	SIMPLICITY	1,488,737
	SIMPLICITY	93/484,969
	SIMPLICITY	93/468,486
	STYLE PATTERNS	1,464,093
Germany	SIMPLICITY	858,928
Hong Kong	SIMPLICITY	Application No. 4125/1994
Hungary	SIMPLICITY	144,512
Indonesia	SIMPLICITY	337,730

COUNTRY	MARK	NUMBER
	STYLE	325,886
Ireland	SIMPLICITY	70,023
Italy	SIMPLICITY	546,459
	SIMPLICITY	661,285
Jamaica	SIMPLICITY	B20,469
Japan	SIMPLICITY (In Katakana)	1,966,569
	SIMPLICITY	3,163,965
Malawi	SIMPLICITY	973/59
Malaysia	SIMPLICITY	Application No. 4285/94
Mexico	SIMPLICITY	511,384
Neth. Antilles	SIMPLICITY	13246
New Zealand	IT'S SO EASY IT'S SIMPLICITY	214,735
	SIMPLICITY	56672
	SIMPLICITY JIFFY	80092
	SIMPLICITY KIDS	267146
	STYLE	163659
Norway	SIMPLICITY	69398
Paraguay	IT'S SO EASY IT'S SIMPLICITY	180,234
	SIMPLICITY	175,468
Peru	SIMPLICITY	098,921
Philippines	SIMPLICITY	62,553
Puerto Rico	SIMPLICITY	7,588
	STYLE	27,470
Russia	SIMPLICITY	13,707
Singapore	SIMPLICITY	37,425
Rep. So. Africa	IT'S SO EASY IT'S SIMPLICITY	B91/10083
	SIMPLICITY	732/57
	SIMPLICITY KIDS	Appl. No. 13395/96



<b>COUNTRY</b>	<b>MARK</b>	<b>NUMBER</b>
	NEW LOOK	87/9556
	STYLE	B66/5158
Spain	SIMPLICITY	1,788,189 M
Sweden	SIMPLICITY	115.603
Taiwan (R.O.C.)	SIMPLICITY	686308
Trin. & Tobago	SIMPLICITY	14644
United Kingdom	MAUDELLA NEW LOOK	1,017,244
	IT'S SO EASY IT'S SIMPLICITY	B1,483,359
	SIMPLICITY	676,635
	STYLE	1,033,489
Virgin Islands	SIMPLICITY	508,225
Zambia	SIMPLICITY	973/59

## TRADEMARK LICENSES

License Agreement dated December 3, 1998 between Hasbro Canada Inc. and Simplicity Pattern Company regarding MR. POTATO HEAD and MRS. POTATO HEAD.

License Agreement dated January 4, 1991 between Mars Incorporated and Simplicity Pattern Co., Inc. regarding Mars Brand Milky Way Bar Package, 3 Musketeers Bar Package, Snickers Bar Package, M&M's Chocolate Candies Package, Big on Chocolate, "M", "M" Character.

License Agreement dated June 1, 1995 between Marvel Entertainment Group, Inc. and Simplicity Pattern Company regarding various characters featured in the Spider Man New Animation Television series and all characters as featured in Saban X-Men Animation Television Series.

License Agreement dated March 14, 1995 between Surge Entertainment, Inc. and Simplicity Pattern Co., Inc. regarding the character(s) Street Sharks.

Retail License Agreement dated March 19, 1997 between Warner Bros. and Simplicity Pattern Co. regarding the names and static visual likeness of various characters depicted in the motion picture The Wizard of Oz.

Retail License (Canada) dated July 25, 1997 between Warner Bros. and Simplicity Pattern Co. regarding certain elements depicted in the theatrical motion picture The Wizard of Oz.

License Agreement dated December 9, 1992 between Rommy Hunt Revson and Simplicity Pattern Co., Inc. regarding U.S. Design Patent Nos. 292030, 315226 and pending patent application numbers 906,797, 909645, 935029 and U.S. Trademark application 292409 for the mark FANFARE , U.S. Trademark application 310830 for the mark ROMMY and any copyrights covering same.

License Agreement dated February 15, 1978 between Jessica/Gunne Sax Ltd. and Simplicity Pattern Co., Inc. regarding trademarks and trade names GUNNE SAX, GUNNIES and JESSICA MCCLINTOCK.

Letter Agreement dated October 13, 1993 between Ford Models, Inc. and Simplicity Pattern Co., Inc. regarding trademarks MARY DUFFY FOR BIG BEAUTIES, BIG BEAUTIES BY MARY DUFFY and THE MARY DUFFY COLLECTION.

Letter Agreement dated November 12, 1991 between Andrea Schewe and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Andrea Schewe.

Letter Agreement dated December 14, 1995 between Leslie Beck and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Leslie Beck.

Letter Agreement dated December 30, 1991 between Luella Doss and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Luella Doss.

Letter Agreement dated August 28, 1995 between Darrow Production Company and Simplicity Pattern Co., Inc. regarding originally designed patterns and trademark Darrow Production.

Letter Agreement dated June 1, 1994 between Of My Hands and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Kathleen Brown and Of My Hands.

Letter Agreement (not dated) between Oliver-Goodin Co. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Oliver-Goodin.

Letter Agreement dated January 17, 1995 between Patricia L. Brown and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Patricia L. Brown.

Letter Agreement dated January 6, 1992 between Patticake Pals and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Patticake Pals.

Letter Agreement dated August 31, 1994 between Prairie Pastimes and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Prairie Pastimes.

Letter Agreement dated May 1, 1995 between Prairie Sun Enterprises, Inc. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Prairie Sun.

Letter Agreement dated May 20, 1994 between Rare Editions and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Rare Editions.

Letter Agreement dated May 15, 1997 between Reiss Design, Inc. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Carla Reiss and Reiss Design.

Letter Agreement dated August 4, 1997 between Ruth Cunningham and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Ruth Cunningham.

Letter Agreement dated September 13, 1996 between Sharin'-a-little-bit and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Sharon Sharp and Sharin'-a-little-bit.

Letter Agreement dated January 11, 1985 (as amended) between Shirley Botsford Design Associates and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Shirley Botsford.

Letter Agreement dated June 13, 1995 between Sunrise Designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Jana Davis and Sunrise Designs.

Letter Agreement dated January 15, 1996 between Poppyfield Dreams and Simplicity Pattern

Co., Inc. regarding patterns from original designs and trademark Poppyfield Dreams.

Letter Agreement dated April 21, 1997 between Teazer and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Suzanne Thees and Teazer.

Letter Agreement dated September 21, 1992 between K.P. Kids & Co. and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Kari Pearson and K.P. Kids & Co.

Letter Agreement dated April 26, 1994 between Ilene Hochberg and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Ilene Hochberg.

Letter Agreement dated October 26, 1992 between Ginger Kean Berk and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Ginger Kean Berk.

Letter Agreement dated March 15, 1990 between Faith E. Van Zanten and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Faith Van Zanten.

Letter Agreement dated January 31, 1992 between Donna Lang and Simplicity Pattern Co., Inc. regarding patterns from original designs and the trademark Donna Lang.

Letter Agreement dated February 2, 1998 between Cindy Chock and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Cindy Chock.

Letter Agreement dated December 27, 1993 between Christi Originals and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Christina Adams and Christi Originals.

Letter Agreement dated November 15, 1996 between Button Weeds and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Kris Kerrigan and Button Weeds.

Letter Agreement dated February 24, 1992 between The Cotton Way Collection and Simplicity Pattern Co., Inc. regarding patterns from original designs and the trademarks Bonnie Olaveson and The Cotton Way Collection.

Letter Agreement dated April 21, 1995 between Dream Babies 'N Stitches and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Patricia Biven and Dream Babies 'N Stitches.

Letter Agreement dated January 6, 1997 between Dianna Marcum Designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Dianna Marcum.

Letter Agreement dated October 20, 1994 between TIMBUKTU, Inc. and Simplicity Pattern Co., Inc. regarding patterns from original designs and the trademarks Chandra Verrett and Imani.

Letter Agreement dated February 1, 1996 between Teri Miliano and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Teri Miliano.

Letter Agreement dated January 22, 1997 between The Quilted Closet and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Elaine Waldschmitt and The Quilted Closet.

Letter Agreement dated July 31, 1995 between Angie Wilhite and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Angie Wilhite.

Letter Agreement dated December 4, 1997 between Bennington Designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Bennington Designs.

Letter Agreement dated November 14, 1995 between Cindy Bush Cambier and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Cindy Bush Cambier.

Letter Agreement dated April 14, 1992 between Elaine Heigl and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Elaine Heigl and Family Albums by Elaine Heigl.

Agreement dated October 1, 1996 between Girls Scouts of the United States of America (GSUSA) and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademarks Daisy Girl Scout, Brownie Girl Scout, Girl Scouts and designs associated therewith.

Letter Agreement dated November 25, 1996 between Jann Johnson and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark Jann Johnson.

Letter Agreement dated August 28, 1997 between kenna & donna designs and Simplicity Pattern Co., Inc. regarding patterns from original designs and trademark kenna & donna designs.

WRIGHT ACQUISITION CO.

**PENDING AND REGISTERED U.S. TRADEMARKS**

<b><u>MARK</u></b>	<b><u>NUMBER</u></b>
BALENE (knitting needles)	1358165
BONDEX (stylized) (plastic coated mending tape)	435827
BONDEX (fabric patches coated with heat responsive bonding)	1048584
BONDEX (Stylized) (pressing cloths for use with iron-on patches)	1117715
BOYE (scissors, shears, sewing machine needles)	908314
BOYE & DESIGN (manicure implements)	752483
BOYE & DESIGN (art needlework implements)	757410
BOYE & DESIGN (art needlework implements)	507382
CROCHET MASTER (crochet needles & carrying cases)	1391688
DIANA (art needlework products)	821181
DIANA & DESIGN (art needlework products)	819155
EZ (stylized) (printed patterns, drawing templates for quilting)	2266594
EZ INTERNATIONAL	1188748
EZ QUILTING	2299401
IRONTEX	1346416
KAPPA & DESIGN	398738
KNITMATES	1640598
LENDING TEXTILE INC.	2320261
LTI	2320262
NEEDLE MASTER & DESIGN	820815
PERFECTION POINTS	821358
SHOULDER LITES	1446521
SOFT AND EASY	974394
TRIM-PRO	1367420
WHALE DESIGN	1417539
WRIGHT'S CREATIVE CLASSICS	2339127
WRIGHT'S DESIGNER CLASSICS	2341798
WRIGHT'S HOME COLLECTION	Application No. 75/430015
WRIGHT'S TRADITIONAL CLASSICS	2339128
WRIGHTS (sewing thread)	1354141

WRIGHTS (fabric ribbon, narrow fabric tapes)	904123
WRIGHTS SPECIAL OCCASION RIBBON	1708357

**PENDING AND REGISTERED FOREIGN TRADEMARKS**

<u>COUNTRY</u>	<u>MARK</u>	<u>NUMBER</u>
Australia	BALENE	A449496
Australia	WHALE DESIGN	A449494
Canada	BONDEX	UCA/43483
Canada	BOYE & DESIGN (art needlework implement)	178311
Canada	BOYE & DEVICE	TMDA14009
Canada	WRIGHT'S	162530
Canada	WRIGHTS	206182
European Community	BOYE & DESIGN (knitting and sewing machines)	Application No. 146662
European Community	BOYE (STYLIZED LETTERS)	Application No. 146605
European Community	WRIGHTS	146696
France	WRIGHTS	1256292
Japan	"W" LOGO	2415183
Japan	BOYE (IN CIRCLES)	2502154
United Kingdom	BOYE & LOGO	B931663

**WM. E. WRIGHT OF CANADA, INC.**

CanadaMAGIC-PLEATS & DESIGN 322129

**TRADEMARK LICENSES**

NONE

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