

Form PTO-1594
(Rev. 10/02)
OMB No. 0651-0027 (exp. 6/30/2005)
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U.S. DEPARTMENT OF COMMERCE
U.S. Patent and Trademark Office

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

1. Name of conveying party(ies):
CP (DELAWARE), INC.

4-22-03

- Individual(s)
- General Partnership
- Corporation-State
- Other Delaware corporation
- 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: 4/9/2003

2. Name and address of receiving party(ies)

Name: Mercantile-Safe Deposit & Trust Co

Internal

Address:

Street Address: 2 Hopkins Plaza, 5th Floor

City: Baltimore State: MD Zip: 21201

- Individual(s) citizenship
- Association
- 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

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: Joseph Tyssowski, Esquire

Internal Address: _____

Street Address: Gebhardt & Smith LLP
World Trade Center, 401 E Pratt St., 9th Fl

City: Baltimore State: MD Zip: 21202

6. Total number of applications and registrations involved: _____

36

7. Total fee (37 CFR 3.41).....\$ 915.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number: _____

DO NOT USE THIS SPACE

9. Signature.

Joseph R. S. Tyssowski, Jr., Partner
Name of Person Signing

Signature

April 9, 2003

Date

Total number of pages including cover sheet, attachments, and document: 9

04/22/2003 LMUELLER 00000211 76441951

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

01 FC:0521
02 FC:0522

40.00 00
875.00 00

ATTACHMENT TO RECORDATION FORM COVER SHEET
Schedule Of U.S. Trademarks

<u>Application</u> <u>Numbers</u>	<u>Registration</u> <u>Numbers</u>	<u>Registration</u> <u>Numbers (cont.)</u>	<u>Registration</u> <u>Numbers (cont.)</u>
76-441,951	2,243,450	2,269,523	2,253,929
75-355,335	1,215,108	1,211,781	1,850,819
75-808,807	2,269,525	1,186,055	1,186,056
76-082,760	1,186,051	2,243,449	2,295,321
76-444,206	1,186,052	2,286,044	899,445
76-446,800	1,186,053	2,186,318	2,175,135
76-033,720	1,186,054	2,402,314	2,243,451
76-055,306	2,285,268	2,269,524	2,559,098
	2,187,819	2,300,371	
	2,552,885	2,373,017	

TOTAL U.S. TRADEMARK APPLICATIONS: 8

TOTAL U.S. TRADEMARK REGISTRATIONS: 28

TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT ("AGREEMENT") is dated as of April 9, 2003 by and between CP (DELAWARE), INC. ("PLEDGOR"), with its mailing address at 103 Foulk Road, Suite 202, Wilmington, Delaware 19803; and MERCANTILE-SAFE DEPOSIT AND TRUST COMPANY ("LENDER"), with its mailing address at 2 Hopkins Plaza, 5th Floor, Baltimore, Maryland 21201.

NOW, THEREFORE, FOR GOOD AND VALUABLE CONSIDERATION, the receipt and adequacy of which are hereby acknowledged, the PLEDGOR agrees with the LENDER as follows:

Section 1. Defined Terms. As used in this AGREEMENT, the terms set forth in this Section 1 have the meanings set forth below. Terms defined in this Section 1 or elsewhere in this AGREEMENT are in all capital letters throughout this AGREEMENT. The singular use of any defined term includes the plural and the plural use includes the singular.

Section 1.1 "BORROWERS" shall mean collectively the PLEDGOR, The Conard-Pyle Company and CP-Meilland, Inc.

Section 1.2 "EVENT OF DEFAULT" shall have the meaning given to that term in the LOAN AGREEMENT.

Section 1.3 "LOAN AGREEMENT" means the Loan and Security Agreement of even date herewith by and between the BORROWERS and the LENDER, as such agreement is hereafter amended or modified.

Section 1.4 "OBLIGATIONS" shall have the meaning given to that term in the LOAN AGREEMENT.

Section 1.5 "TRADEMARK COLLATERAL" means all right, title and interest of the PLEDGOR in and to: (a) the Trademarks and Trademark applications described on Exhibit A attached hereto; (b) all licenses and sublicenses relating to the trademarks and trademark applications described on Exhibit A; hereto; (c) all books and records relating to the foregoing in any form, in or on any media, including data processing materials in any form; (d) all income, royalties, damages and payments now or hereafter due or payable to the PLEDGOR under or with respect to any of the foregoing, including without limitation, damages and payments for past, present or future infringements thereof; (e) all general intangibles related to any of the foregoing, including all goodwill of the business to which any of the foregoing relate; and (f) all proceeds and products related to any of the foregoing.

Section 2. Grant Of Security Interest. As security for the complete and timely payment, performance and satisfaction of all of the OBLIGATIONS, the PLEDGOR hereby mortgages, pledges, and hypothecates unto the LENDER and the LENDER'S successors and assigns, upon the following terms and conditions, and hereby grants to the LENDER and the LENDER'S successors and assigns, a security interest in and to all of the PLEDGOR'S right, title and interest in, under or by virtue of the TRADEMARK COLLATERAL, whether now owned or existing or hereafter acquired, and in the products and proceeds thereof.

Section 3. Rights Upon The Occurrence Of An Event Of Default. Upon the occurrence and continuation of an EVENT OF DEFAULT, in addition to all other rights and remedies available under the LOAN AGREEMENT or under applicable law, including but not limited to the rights of a

secured party under the Uniform Commercial Code in effect from time to time in Maryland, the LENDER shall have the right at any time (but shall have no obligation) to: (a) take, in its name or in the name of the PLEDGOR or otherwise, such actions as the LENDER may, at any time or from time to time, deem necessary to maintain, protect, sell, liquidate, transfer, license, assign or otherwise dispose of or realize upon the TRADEMARK COLLATERAL, upon such terms and conditions as it may deem advisable and at such prices as it may deem best, for cash or on credit or for future delivery without assumption of any credit risk; (b) use, operate, manage, and control the TRADEMARK COLLATERAL in any lawful manner; and (c) collect and receive all income, revenue, earnings, issues, and profits therefrom. Notice of any sale or other disposition shall be given to the PLEDGOR at least ten (10) days before the time of any intended public sale or of the time after which any intended private sale or other disposition of the TRADEMARK COLLATERAL is to be made, which the PLEDGOR hereby agrees shall be commercially reasonable notice of such sale or other disposition. The PLEDGOR shall remain liable for any deficiency if the proceeds of any sale or other disposition of the TRADEMARK COLLATERAL are insufficient to pay in full the OBLIGATIONS and all costs and expenses, including reasonable attorneys' fees and disbursements, paid or incurred by the LENDER in collecting any such deficiency. Effective upon the occurrence and continuance of an EVENT OF DEFAULT, the PLEDGOR hereby irrevocably and unconditionally authorizes and empowers the LENDER to make, constitute and appoint any officer or agent of the LENDER as the LENDER may select, in its exclusive discretion, as the PLEDGOR'S true and lawful attorney-in-fact, with the power to endorse or sign the PLEDGOR'S name on all applications, documents, papers and instruments necessary for the LENDER or the designee of the LENDER to: (i) grant or issue any exclusive or nonexclusive licenses under the TRADEMARK COLLATERAL to any other person; (ii) assign, license, pledge, convey or otherwise transfer title in or dispose of the TRADEMARK COLLATERAL to any other person on such terms and conditions as the LENDER shall in its sole discretion determine; (iii) demand, sue for compromise, settle and collect and receive payment of and receipt for, any and all moneys, claims and other amounts due or to become due at any time in respect of or arising out of any of the TRADEMARK COLLATERAL; (iv) commence and prosecute any suits, actions or proceedings at law or in equity in any court of competent jurisdiction to collect or enforce any right in respect of the TRADEMARK COLLATERAL; and (v) do all acts and things which the LENDER deems necessary from time to time to protect, preserve or realize upon the TRADEMARK COLLATERAL and the LENDER'S liens thereon and to effect the intent of this AGREEMENT. The PLEDGOR hereby ratifies all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney shall be irrevocable for the life of this AGREEMENT, and is intended by the PLEDGOR to be a power of attorney coupled with an interest. All of the LENDER'S rights and remedies with respect to the TRADEMARK COLLATERAL, whether established by this AGREEMENT, by the LOAN AGREEMENT, or by law shall be cumulative and may be exercised singularly or concurrently.

Section 4. No Duty Imposed Upon Lender. The powers conferred upon the LENDER hereunder are solely to protect the interest of the LENDER in the TRADEMARK COLLATERAL and shall not impose any duty upon the LENDER to exercise any such powers.

Section 5. Costs And Expenses. Any and all fees, costs and expenses, of whatever kind or nature, including the reasonable attorney's fees and legal expenses incurred by the LENDER in connection with the preparation of this AGREEMENT and all other documents relating hereto and the consummation of this transaction, the filing or recording of any documents (including all taxes in connection therewith) in public offices, the payment or discharge of any taxes, counsel fees, maintenance fees, encumbrances or any other fees incurred in otherwise protecting, maintaining or preserving the TRADEMARK COLLATERAL, or in defending or prosecuting any actions or proceedings arising out of or related to the TRADEMARK COLLATERAL, shall be borne and paid by the PLEDGOR on demand by the LENDER and until so paid shall be added to the

principal amount of the OBLIGATIONS and shall bear interest at the highest rate in effect from time to time under the "TERM LOAN NOTE" (as that term is defined in the LOAN AGREEMENT).

Section 6. Notices. Notices that are required or permitted to be delivered hereunder shall be sufficient if in writing and sent to the addresses set forth in the LOAN AGREEMENT, in the manner and within the time specified in the LOAN AGREEMENT.

Section 7. Further Assurances. The PLEDGOR shall promptly do, make, execute and deliver all such further and additional acts, things, deeds, assurances, instruments and documents considered reasonably necessary in the LENDER'S commercially reasonable judgment to vest in, effectuate or assure to the LENDER its rights under this AGREEMENT or in any of the TRADEMARK COLLATERAL. The PLEDGOR hereby constitutes the LENDER its attorney-in-fact, while an EVENT OF DEFAULT has occurred and is continuing, to execute and file all such additional instruments and documents for the foregoing purposes, all lawful acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable until the OBLIGATIONS have been satisfied in full and there exists no contingent or noncontingent commitment which could give rise to any OBLIGATIONS.

Section 8. Amendment. The terms and conditions of this AGREEMENT may be modified, altered, waived, or amended only by a writing executed by the LENDER and the PLEDGOR consenting to the modification, alteration, waiver, or amendment.

Section 9. Choice Of Law. This AGREEMENT shall be construed according to the laws of the State of Maryland. All parties hereto consent to the jurisdiction and venue of the courts of the State of Maryland in any action to enforce, construe or interpret this AGREEMENT.

Section 10. Severability. If any of the provisions of this AGREEMENT are judicially determined to be in conflict with any law of the State of Maryland or otherwise judicially determined to be unenforceable for any reason whatsoever, such provision shall be deemed null and void to the extent of such unenforceability but shall be deemed separable from and shall not invalidate any other provision of this AGREEMENT.

Section 11. Successors And Assigns. The terms, covenants and conditions contained in this AGREEMENT shall inure to the benefit of the LENDER and its successors and assigns, and shall be binding upon the PLEDGOR and its successors and assigns.

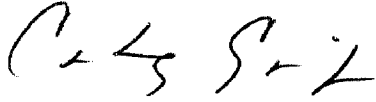
Section 12. Waiver Of Jury Trial. The PLEDGOR and the LENDER each agree that any suit, action, or proceeding, whether claim or counterclaim, brought or instituted by any party hereto or any successor or assign of any party hereto, with respect to this AGREEMENT, the LOAN AGREEMENT, or any other document or agreement which in any way relates, directly or indirectly, to this AGREEMENT, the LOAN AGREEMENT, the OBLIGATIONS or any event, transaction or occurrence arising out of or in any way connected with this AGREEMENT, the LOAN AGREEMENT, any of the OBLIGATIONS, or the dealings of the parties with respect thereto, shall be tried only by a court, and not by a jury. **THE PLEDGOR AND THE LENDER HEREBY EXPRESSLY WAIVE ANY AND ALL RIGHTS TO A TRIAL BY JURY IN ANY SUCH SUIT, ACTION, OR PROCEEDING.** The PLEDGOR acknowledges and agrees that this provision is a specific and material aspect of the agreement between the parties hereto and that the LENDER would not enter into the subject transactions if this provision were not part of this AGREEMENT.

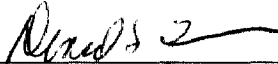
IN WITNESS WHEREOF, the PLEDGOR has executed this AGREEMENT as of the date first above written with the specific intention of creating an instrument under seal.

WITNESS/ATTEST:

PLEDGOR:

CP (DELAWARE), INC.



By:  (SEAL)
Name: David F. Watkins
Title: Secretary; Treasurer

WITNESS/ATTEST:

LENDER:

MERCANTILE-SAFE DEPOSIT AND
TRUST COMPANY



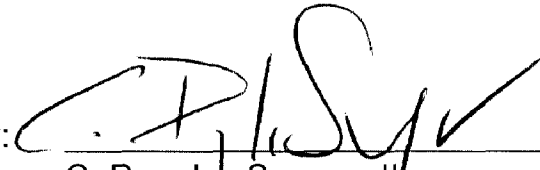
By:  (SEAL)
C. Douglas Sawyer, II,
Vice President

EXHIBIT "A"
Schedule Of Trademarks

UNITED STATES TRADEMARKS/APPLICATIONS

<u>Trademark</u>	<u>Serial Number and Date Filed</u>	<u>Registration Number</u>	<u>Registration Date</u>
ABBAYE DE CLUNY	75-283,439 04/29/1997	2,243,450	05/04/1999
AMBASSADOR	73-249,597 02/11/1980	1,215,108	11/02/1982
AUGUSTE RENOIR	75-283,421 04/29/1997	2,269,525	08/10/1999
BLUE MAID	73-249,598 02/11/1980	1,186,051	01/12/1982
BLUE STALLION	73-249,599 02/11/1980	1,186,052	01/12/1982
BONICA	76-441,951 08/14/2002		
CHINA BOY	73-249,600 02/11/1980	1,186,053	01/12/1982
CHINA GIRL	73-249,601 02/11/1980	1,186,054	01/12/1982
CONCERTINO	75-355,335 09/11/1997		
DESIGN ONLY	75-543,030 08/26/1998	2,285,268	10/12/1999
DESIGN ONLY	75-373,307 10/15/1997	2,187,819	09/08/1998
FOLIES	75-808,807 09/27/1999		
FRANCOIS RABELAIS	75-283,434 04/29/1997	2,552,885	03/26/2002
FREDERIC MISTRAL	75-283,419 04/29/1997	2,269,523	08/10/1999

<u>Trademark</u>	<u>Serial Number and Date Filed</u>	<u>Registration Number</u>	<u>Registration Date</u>
FRIENDSHIP	73-249,596 02/11/1980	1,211,781	10/05/1982
GARDEN STARS	76-082,760 07/03/2000		
GOLD STAR	73-249,602 02/11/1980	1,186,055	01/12/1982
GRAND GALA	75-283,432 04/29/1997	2,243,449	05/04/1999
GUY DE MAUPASSANT	75-283,441 04/29/1997	2,286,044	10/12/1999
HIGHLAND	75-081,176 03/29/1996	2,186,318	09/01/1998
HONORE DE BALZAC	75-283,199 04/29/1997	2,402,314	11/07/2000
KNOCK OUT	76-444,206 08/23/2002		
LEONARDO DA VINCI	75-283,420 04/29/1997	2,269,524	08/10/1999
MEIDILAND	75-283,425 04/29/1997	2,300,371	12/14/1999
MINUETTO	75-819,728 10/08/1999	2,373,017	08/01/2000
PINK MARBLE	76-446,800 08/30/2002		
PREFERENCE	76-033,720 04/25/2000		
ROMANTICA	75-079,734 03/28/1996	2,253,929	06/15/1999
ROYAL VELVET	74-376,787 04/08/1993	1,850,819	08/23/1994
RUGOSTAR	76-055,306 05/24/2000		

<u>Trademark</u>	<u>Serial Number and Date Filed</u>	<u>Registration Number</u>	<u>Registration Date</u>
SCARLETTA	73-249,603 02/11/1980	1,186,056	01/12/1982
STAR	75-471,305 04/21/1998	2,295,321	11/30/1999
STAR	72-333,682 07/28/1969	899,445	09/29/1970
SUNBLAZE	75-345,788 08/25/1997	2,175,135	07/21/1998
TOULOUSE-LAUTREC	75-283,440 04/29/1997	2,243,451	05/04/1999
TRAVIATA	75-373,306 10/15/1997	2,559,098	04/09/2002

CANADIAN TRADEMARKS/APPLICATIONS

<u>Trademark</u>	<u>Serial Number and Date Filed</u>	<u>Registration Number</u>
CONCERTINO	1,068,953	
MINUETTO	1,068,948	
WATERFALL	1,068,921	
MEIDILAND		513,206
ROMANTICA		521,748
SUNBLAZE		514,088