

05-15-2003

Form PTO-1594 (Rev. 10/02) OMB No. 0651-0027 (exp. 6/30/2005)

5-13-03 RECORDED TR



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DEPARTMENT OF COMMERCE U.S. Patent and Trademark Office

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): Fingerhut Direct Marketing, Inc.
Individual(s) Association
General Partnership Limited Partnership
Corporation-State
Other
Additional name(s) of conveying party(ies) attached? Yes No

2. Name and address of receiving party(ies)
Name: The CIT Group/Business Credit, Inc.
Internal Address: Suite 300
Street Address: 300 South Grand Avenue
City: Los Angeles State: CA Zip: 90071
Individual(s) citizenship
Association
General Partnership
Limited Partnership
Corporation-State New York
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

3. Nature of conveyance:
Assignment Merger
Security Agreement Change of Name
Other
Execution Date: 04/09/2003

4. Application number(s) or registration number(s):
A. Trademark Application No.(s)
See Schedule I attached hereto
B. Trademark Registration No.(s)
See Schedule I attached hereto
Additional number(s) attached Yes No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Deborah E. Taylor
Internal Address:
c/o Latham & Watkins LLP
Street Address: 633 W. 5th Street, Suite 4000
City: Los Angeles State: CA Zip: 90071

6. Total number of applications and registrations involved: 91
7. Total fee (37 CFR 3.41): \$ 2,290.00
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.
Deborah E. Taylor
Name of Person Signing
Signature
April 30, 2003
Date
Total number of pages including cover sheet, attachments, and document: 29

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

05/14/2003 GT0M11 00000075 73405158
01 FC:8521 40.00 OP
02 FC:8522 2250.00 OP

TRADEMARK REEL: 002728 FRAME: 0081

SCHEDULE I

Trademark/Service Mark	Serial No.	Reg. No.
USA DIRECT	73/405158	1,284,622
FEEL THE POWER	74/522,942	2,146,923
ACCOLADE	75/225,624	2,186,721
ACCOLADE and Design	75/341,841	2,232,979
ALWAYS YOURS	75/048,531	2,017,956
BACKYARD LIVING	75/406,940	2,274,991
BAKER HILL	76/139,585	
BULL'S HEAD & CHEF'S HAT LOGO	73/565,985	1,393,812
CAREFREE LIVING	73/701,228	1,505,333
CHEF'S MARK	75/341,842	2,645,988
CHEF'S MARK	75/980,599 (divisional of 75/341,842)	2,489,361
CHEF'S MARK PREFERRED QUALITY and Design	75/341,494	2,659,758
CHEF'S MARK PREFERRED QUALITY and Design	75/980,739 (divisional)	2,497,159
COLOR FOCUS	74/709,674	2,253,887
CORNER SHOP	73/571,696	1,401,719
COUNTRY BEAR	74/247,281	1,847,171
COUNTRY BEAR	76/172,068	
DIGITAL ZONE	75/638,137	2,398,630
FALL BIG BOOK	76/239,983	2,655,853
FASHION ELEMENTS	75/121,616	2,192,586
FINGERHUT	72/465,973	999,881
FINGERHUT	72/428,394	973,080
FINGERHUT HOME	76/010,637	2,523,477
GATE ONE	74/137,632	1,722,968

Trademark/Service Mark	Serial No.	Reg. No.
GATE ONE & DESIGN	74/147,437	1,724,645
GATE ONE LUGGAGE & DESIGN	74/147,438	1,722,969
GOLD KEY	75/719,834	2,368,354
GOOD DEALS, GREAT BUYS	75/699,395	2,503,225
GREEN HORIZONS	74/150,942	1,674,219
HOLIDAY BIG BOOK	75/498,298	2,386,204
HOME ATTITUDES	74/618,308	2,051,289
HOME ATTITUDES and Design	74/634,994	2,081,983
HOME DEALS	75/838,383	
HOME EXPRESSIONS	74/271,502	1,981,835
HOME EXPRESSIONS (stylized)	73/803,179	1,600,025
INSTANT FIT	74/679,114	2,084,514
INSTANT FIT	75/251,786	2,333,507
LIFE MAX	75/979,831	2,411,462
LIFE MAX	75/978,794	2,312,598
MASTER CRAFT	75/489,491	
MASTER CRAFT	74/497,165	
MASTER CRAFT	74/399,282	2,196,111
MASTER CRAFT	73/051597	1,034,654
MASTER CRAFT PRO	75/490,305	2,443,038
MASTER CRAFT PRO	74/497,194	
MIRACLE FIT	75/152,771	2,247,997
OUTDOOR SPIRIT	75/738,979	2,366,241
OUTDOOR SPIRIT	75/501,272	2,476,139
OUTDOOR SPIRIT	75/501,274	2,358,445

Trademark/ Service Mark	Serial No.	Reg. No.
OUTDOOR SPIRIT	75/501,273	2,444,758
OUTDOOR SPIRIT	75/501,299	2,540,809
OUTDOOR SPIRIT	75/501,259	2,358,443
OUTDOOR SPIRIT	75/501,258	2,513,010
OUTDOOR SPIRIT	75/501,267	2,358,444
OUTDOOR SPIRIT	75/501,266	2,438,922
OUTDOOR SPIRIT	75/501,265	2,438,921
QUALITY ASSURED & Design	74/414,587	1,931,994
REFLECTIONS OF LOVE	74/236,153	1,762,192
ROMANTIC IMAGES	74/156,204	1,688,236
ROOM FOR LIVING	74/138,822	1,693,689
SENSOMA	76,300,197	
SENSOMA	75/397,546	2,601,356
SENSOMA	76/254,585	
SPORTS CENTRAL	75/457,034	2,279,009
SPRING ARRIVALS	74/611,408	2,014,345
SPRING BIG BOOK	75/659,741	2,476,310
ST CROIX COLORS and Design	(Divisional)	2,530,650
ST. CROIX COLORS	75/341,826	2,681,467
ST CROIX COLORS and Design	75/341,622	2,552,910
ST CROIX COLORS	75/981,566 (Divisional)	2,579,749
ST. CROIX CUTLERY	74/141,887	1,696,801
STATE-OF-THE-ART ADVENTURER	75/121,638	2,047,961
SUITE LUXURIES	75/668,005	2,496,775
SUPER CHEF	73/051,598	1,037,297
SUPER CHEF	74/376,304	1,933,548
TAKE TIME FOR KIDS	75/651,672	2,329,075

Trademark/Service Mark	Serial No.	Reg. No.
THE ACCENT'S ON OUTERWEAR	75/541,585	2,315,853
THE COOK'S BOOK	75/529,059	2,363,151
THE COOK'S BOOK & Design	75/526,973	2,363,143
TOUGH-TOTE	73/386,966	1,336,673
TREASURE CREEK	75/731,771	2,435,895
YOU'RE RIGHT AT HOME	75/471,718	2,235,930
THE SCIENCE OF SUBSTANCE AND STYLE	76/042,450	
WILD ORCHID	73/102,795	1,094,263
BID MINDER	76/065,046	
AL and design	76/040531	2453125
	75706891	
FASHION JEWELRY BAZAAR	75499505	2352633
COUNTRY LANDINGS	74591511	2039328
COUNTRY LANDINGS	74/588074	2004968
LIFE MAX	74/709163	2099973

**GRANT OF SECURITY INTEREST IN
PATENTS, TRADEMARKS AND LICENSES**

THIS GRANT OF SECURITY INTEREST IN PATENTS, TRADEMARKS AND LICENSES (herein the "Agreement") made as of this 9 day of April 2003, by **FINGERHUT DIRECT MARKETING, INC.**, a Delaware corporation, with its principal place of business at 4400 Baker Road, Minnetonka, Minnesota 55343 (herein the "Company"), in favor of **THE CIT GROUP/BUSINESS CREDIT, INC.**, a New York corporation, with offices at 300 South Grand Avenue, Suite 300, Los Angeles, California 90071, as agent (herein, the "Agent") for its benefit and the benefit of the lenders from time to time parties to the Financing Agreement referred to below (the "Lenders").

W I T N E S E T H:

WHEREAS, the Company, the Lenders and the Agent are parties to a certain Financing Agreement of even date herewith, as the same may be amended from time to time (herein the "Financing Agreement"), which Financing Agreement provides (i) for the Lenders to make certain loans, advances and extensions of credit, all to or for the account of the Company and (ii) for the grant by the Company to the Agent of a security interest in certain of the Company's assets, including, without limitation, its patents, patent applications and/or registrations, trademarks, service marks, trademark applications and/or registrations, tradenames, goodwill, and licenses, all as more fully set forth therein;

NOW THEREFORE, in consideration of the premises set forth herein and for other good and valuable consideration, receipt and sufficiency of which is hereby acknowledged, the Company agrees as follows:

1. Definitions. Capitalized terms used herein and defined in the Financing Agreement shall have the meanings set forth therein unless otherwise specifically defined herein.
2. Grant of Security Interest. To secure the payment of the "Obligations" (as defined in the Financing Agreement) of the Company, the Company hereby grants to the Agent, for its benefit and the benefit of the Lenders, a security interest, effective immediately, in all of the Company's right, title and interest in and to all of the following described property, whether now owned or hereafter acquired (collectively herein the "Intellectual Property Collateral"):
 - (i) Patents and patent applications and/or registrations together with the inventions and improvements described and claimed therein including, without limitation, the patents and applications, if any, listed on Schedule A, attached hereto and made a part hereof, and any and all reissues and renewals thereof and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Patent Collateral");

- (ii) Trademarks, service marks, trademark registrations and/or applications, service mark registrations and/or applications and tradenames including, without limitation, the trademarks, service marks and applications, if any, listed on Schedule B attached hereto and made a part hereof, and any and all reissues and/or renewals thereof, and all income, royalties, damages and payments now and hereafter due and/or payable in connection therewith including, without limitation, damages and payments for past or future infringements thereof (all of the foregoing are sometimes hereinafter individually and/or collectively referred to as the "Trademark Collateral");
- (iii) Any license agreement in which the Company is or becomes licensed to use any patents and/or trademarks owned by a third party including, without limitation, the licenses, if any, listed on Schedule C attached hereto and made a part hereof (all of the foregoing are sometimes referred to herein individually and/or collectively as the "License Collateral");
- (iv) The goodwill of the Company's business connected with and symbolized by the Intellectual Property Collateral; and
- (v) All cash and non-cash proceeds of the foregoing.

3. The Agent's Rights. Upon the occurrence of any Event of Default hereunder, the Agent shall have all the rights and remedies of a secured party under the Uniform Commercial Code and any other applicable state or federal laws. The Agent will give the Company reasonable notice of the time and place of any public sale of the Intellectual Property Collateral or the time after which any private sale of the Intellectual Property Collateral or any other intended disposition thereof is to be made. Unless otherwise provided by law, the requirement of reasonable notice shall be met if such notice is mailed, postage prepaid to the address of the Company set forth above (or such other address as the Company has given the Agent prior written notice in accordance with the Financing Agreement) at least ten (10) days before the date of such sale or disposition. In addition to the foregoing and all other rights and remedies of the Agent and the Lenders upon the occurrence of any Event of Default hereunder, the Agent shall thereupon have the immediate right to transfer to itself or to sell, assign and transfer to any other person all right, title and interest in and to all or any part of the Intellectual Property Collateral. A formal irrevocable power of attorney (in the form annexed hereto) is being executed and delivered by the Company to the Agent concurrently with this Agreement to enable such rights to be carried out. The Company agrees that, in the event the Agent exercises its rights hereunder and/or pursuant to said power of attorney in accordance with its terms, after written notification of such exercise from the Agent to the Company, the Company shall never thereafter, without the prior written authorization of the owner or owners of such Intellectual Property Collateral, use any of such Intellectual Property Collateral. The condition of the foregoing provision is such that unless and until there occurs an Event of Default under this Agreement, the Company shall continue to own and use the Intellectual Property Collateral in the normal course of its business and to enjoy the

benefits, royalties and profits therefrom provided, however, that from and after the occurrence of an Event of Default such right will, upon the exercise by the Agent of the rights provided by this Agreement, be revoked and the right of the Company to enjoy the uses, benefits, royalties and profits of said Intellectual Property Collateral will wholly cease, whereupon the Agent or its transferee(s) shall be entitled to all of the Company's right, title and interest in and to the Intellectual Property Collateral hereby so assigned. This Agreement will not operate to place upon the Agent any duty or responsibility to maintain the Intellectual Property Collateral.

4. Fees. The Company will pay all filing fees with respect to the security interest created hereby which the Agent may deem necessary or advisable in order to perfect and maintain the perfection of its security interest in the Intellectual Property Collateral.
5. Representations and Warranties. The Company represents and warrants: that the Company lawfully possesses and owns the Intellectual Property Collateral and that except for the security interest granted hereby and Permitted Encumbrances (as defined in the Financing Agreement), the Intellectual Property Collateral will be kept free from all liens, security interests, claims and encumbrances whatsoever; that, other than as permitted by Section 6.8 of the Financing Agreement, the Company has not made or given any prior assignment, transfer or security interest in the Intellectual Property Collateral or any of the proceeds thereof; that the Intellectual Property Collateral is and will continue to be, in all respects, in full force and effect; and that there are no known infringements of the Intellectual Property Collateral.
6. Application of Proceeds. The proceeds of any sale, transfer or disposition of the Intellectual Property Collateral shall be applied first to all costs and expenses, including, but not limited to, reasonable attorneys' fees and expenses and court costs, incurred by the Agent in connection with such sale and the exercise of the Agent's rights and remedies hereunder and under the Financing Agreement and the other Loan Documents; next, such proceeds shall be applied to the payment, in whole or in part, of the Obligations due the Agent and the Lenders in such order as the Agent may elect; and the balance, if any, shall be paid to the Company or as a court of competent jurisdiction may direct.
7. Defense of Claims. The Company will defend at its own cost and expense any action, claim or proceeding affecting the Intellectual Property Collateral or the interest of the Agent therein. The Company agrees to reimburse the Agent for all costs and expenses incurred by the Agent in defending any such action, claim or proceeding.
8. Rights Cumulative. This Agreement shall be in addition to the Financing Agreement and shall not be deemed to affect, modify or limit the Financing Agreement or any other Loan Document or any rights that the Agent has under the Financing Agreement and the other Loan Documents. The Company agrees to execute and deliver to the Agent (at the Company's expense) any further documentation or papers necessary to carry out the intent or purpose of this Agreement including, but not limited to, financing statements under the Uniform Commercial Code, and amendments to this Agreement to evidence the

grant of the security interest in Intellectual Property Collateral hereafter obtained by the Company.

9. Construction and Invalidity. Any provisions hereof contrary to, prohibited by or invalid under any laws or regulations shall be inapplicable and deemed omitted herefrom, but shall not invalidate the remaining provisions hereof.
10. **CHOICE OF LAW.** THE COMPANY AGREES THAT THE VALIDITY, INTERPRETATION AND ENFORCEMENT OF THIS AGREEMENT AND ALL RIGHTS HEREUNDER SHALL BE GOVERNED BY THE INTERNAL LAWS OF THE STATE OF CALIFORNIA. THIS AGREEMENT TOGETHER WITH THE FINANCING AGREEMENT CONSTITUTES THE ENTIRE AGREEMENT OF THE COMPANY AND THE AGENT WITH RESPECT TO THE INTELLECTUAL PROPERTY COLLATERAL, CAN ONLY BE CHANGED OR MODIFIED IN WRITING AND SHALL BIND AND BENEFIT THE COMPANY, THE AGENT, THE LENDERS AND THEIR RESPECTIVE SUCCESSORS AND ASSIGNS. THE COMPANY AND THE AGENT EACH HEREBY EXPRESSLY WAIVES ANY RIGHT OF TRIAL BY JURY ON ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION ARISING HEREUNDER.
11. Events of Default. Any of the following constitutes an Event of Default under this Agreement:
- (i) The Company fails to perform or observe any agreement, covenant or condition required under this Agreement;
 - (ii) Any warranty or representation made by Company, in this Agreement shall be or becomes false or misleading in any material respect; or
 - (iii) The occurrence of any Event of Default under the Financing Agreement which is not waived in writing by the Agent or the [Required Lenders].
12. Notices. The Company covenants and agrees that, with respect to the Intellectual Property Collateral, it will give the Agent written notice in the manner provided in the Financing Agreement of:
- (i) any claim by a third party that the Company has infringed on the rights of a third party;
 - (ii) any suspected infringement by a third party on the rights of the Company; or
 - (iii) any Intellectual Property Collateral created, arising or acquired by the Company after the date hereof.
13. Further Assurances. The Company will take any such action as the Agent may reasonably require to further confirm or protect the Agent's rights under this Agreement


in the Intellectual Property Collateral. In furtherance thereof, the Company hereby grants to the Agent a power of attorney coupled with an interest which shall be irrevocable during the term of this Agreement to execute any documentation or take any action in the Company's behalf required to effectuate the terms, provisions and conditions of this Agreement.

14. Termination. This Agreement shall terminate upon termination of the Financing Agreement and full, final and indefeasible payment of all Obligations of the Company thereunder. Upon the Company's request, the Agent shall within promptly after any such termination execute and deliver to the Company (at the Company's expense) such documents and instruments as are necessary to evidence such termination and release of the security interest granted herein on any applicable public record.

[Signatures on Following Page]

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in Patents, Trademarks and Licenses as of the date first set forth above.

FINGERHUT DIRECT MARKETING, INC.,
(the "Company")

By: 
Name: Brian Smith
Title: President

Agreed and Accepted this
___ day April 2003

THE CIT GROUP/BUSINESS CREDIT, INC., as Agent

By: _____
Name:
Title:

IN WITNESS WHEREOF, the parties hereto have duly executed this Grant of Security Interest in Patents, Trademarks and Licenses as of the date first set forth above.

FINGERHUT DIRECT MARKETING, INC.,
(the "Company")

By: _____
Name:
Title:

Agreed and Accepted this
9 day April 2003

THE CIT GROUP/BUSINESS CREDIT, INC., as Agent

By: Joseph A. Zupo
Name: Joseph A. Zupo
Title: Vice President

IRREVOCABLE POWER OF ATTORNEY

Fingerhut Direct Marketing, Inc., a Delaware corporation, with offices at 4400 Baker Road, Minnetonka, Minnesota 55343, (hereinafter referred to as the "Company"), hereby grants to **The CIT Group/Business Credit, Inc.**, a New York corporation, with offices at 300 South Grand Avenue, Suite 300, Los Angeles, California 90071 (hereinafter referred to as the "Agent"), the exclusive Irrevocable Power of Attorney to transfer to the Agent or to any designee of the Agent all Intellectual Property Collateral listed on the Schedules attached to the Grant of Security Interest in Patents, Trademarks and Licenses, dated as of the date hereof and as it may from time to time be amended, between the Company and the Agent (the "Agreement") including, without limitation, all patents, patent applications and/or registrations, trademarks, service marks trademark applications and/or registrations, service mark applications and/or registrations and licenses together with the goodwill of the business connected with or symbolized by such Intellectual Property Collateral and the Company's entire inventory of labels and decals bearing any trademarks not affixed to its products, and the right to operate and control, sell, assign, and transfer the business under those trademarks under the following terms and conditions:

1. The Power of Attorney granted hereunder shall be effective as of the date hereof and shall remain in force and effect for as long as any now existing or hereafter arising indebtedness, liabilities or obligations of the Company to the Lenders or the Agent are outstanding under the Financing Agreement, dated on or about the date hereof, between the Company, certain lenders (the "Lenders") and the Agent.

2. The Power of Attorney granted herein shall be irrevocable throughout the duration of its life as specified in Paragraph 1 hereinabove;

3. The Power of Attorney granted herein shall be exercisable by the Agent only after the occurrence of an Event of Default under the Agreement between the Agent and the Company; and

4. The Agent shall give the Company ten (10) days prior written notice of the exercise of this power, and the waiver by the Agent or the Required Lenders of any particular Event of Default as set forth in Paragraph 3 hereinabove shall have no force or effect unless in writing and signed by an authorized officer of the Agent and/or the Required Lenders. Even then such waiver shall not constitute or be considered a waiver of any other Event of Default then existing or thereafter arising whether similar or not.

[Signatures on Following Page]

IN WITNESS WHEREOF, the Company has caused this Power of Attorney to be executed as of the 9 day of April 2003.

FINGERHUT DIRECT MARKETING, INC.
(the "Company")

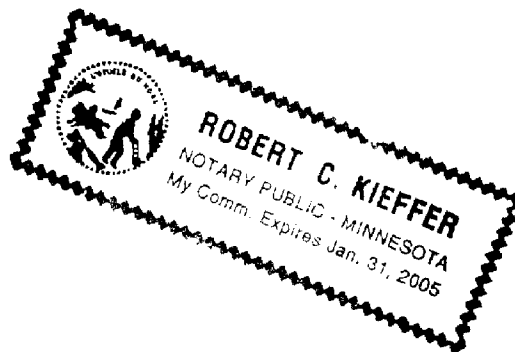
By: Brian Smith
Name: Brian Smith
Title: President

STATE OF Minnesota)
)
COUNTY OF Hennepin)

On April 10, 2003, before me, the undersigned, a notary public in and for said State, personally appeared Brian Smith known to me to be the President of FINGERHUT DIRECT MARKETING, INC., the corporation that executed the within instrument, and acknowledged to me that such corporation executed the within instrument pursuant to its by-laws and a resolution of its board of directors.

WITNESS my hand and official seal.

Robert C. Kieffer
Notary Public



**SCHEDULE A TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

**between
FINGERHUT DIRECT MARKETING, INC.
and
THE CIT GROUP/BUSINESS CREDIT, INC.**

U.S. PATENTS

1)
Utility
LABELING APPARATUS AND METHOD
PATENT NO.: 5,888,343
ISSUED: March 30, 1999 (19990330)
APPL. NO.: 8-523,220
FILED: September 05, 1995 (19950905)

2)
Utility
FURNITURE COVER
PATENT NO.: 5,611,595
ISSUED: March 18, 1997 (19970318)
APPL. NO.: 8-499,662
FILED: July 07, 1995 (19950707)

3)
PREDICTION MODEL CREATION, EVALUATION, AND TRAINING
APPLICATION NO.: 09/731,188
FILED: December 6, 2000

**SCHEDULE B TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between
FINGERHUT DIRECT MARKETING, INC.
and
THE CIT GROUP/BUSINESS CREDIT, INC.

U.S. TRADEMARKS

LIST A

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
USA DIRECT			73/405158	
FEEL THE POWER	Production services, namely production of television infomercials in the field of general merchandise and services (cl. 35)	Registered. Declaration of Use Due: 3/31/04	74/522,942 4/29/94	2,146,923 3/31/98
ACCOLADE	Audio amplifiers, microphones (cl. 9) Electric guitars, acoustical guitars, guitar bags, guitar cases, keyboards, keyboard stands, keyboard benches, keyboard carrying cases, guitar tuners, drum sets, music stands, violins, wind instruments (cl. 15)	Registered. Declaration of Use due 9/1/04.	75/225,624 8/15/97	2,186,721 9/01/98
ACCOLADE and Design	Audio amplifiers, microphones (cl. 9) Musical equipment and accessories, namely, electric guitars, acoustic guitars, guitar carrying bags, guitar cases, electronic musical keyboards, keyboard stands, keyboard benches and keyboard carrying cases, guitar tuners, drum sets, sheet music stands, violins, wind instruments (cl. 15)	Registered. Declaration of Use due 3/16/04- 3/16/05.	75/341,841 8/15/97	2,232,979 3/16/99
ALWAYS YOURS	Mail order catalog services featuring jewelry and accessories (cl. 42)	Registered. Declaration of Use Due 11/19/02.	75/048,531 1/25/96	2,017,956 11/19/96
BACKYARD LIVING	Mail order catalog featuring general merchandise (cl. 35)	Registered. Declaration of Use due 8/31/04 - 8/31/05.	75/406,940 12/17/97	2,274,991 8/31/99
BAKER HILL	Body lotion (cl. 3) Eyeglasses and sunglasses (cl. 9) Costume jewelry (cl. 14) Handbags and luggage (cl. 18) Clothing, namely shirts, tops, jeans, pants, Capri pants, vests, jackets, dresses, jogging suits, sweaters (cl. 25)	Pending. Statement of Use/Extension of Time due 10/02/02.	76/139,585 10/03/00	
BULL'S HEAD & CHEF'S HAT LOGO	Kitchen cutlery, namely paring knife, utility knife, cooking knife, boning knife, carving knife, butcher knife, cleaver, steak knives, ham knife, serving fork, bread knife and fillet knife (cl. 8)	Registered. Renewal Due: 5/20/06	73/565,985 10/31/85	1,393,812 5/20/86
CAREFREE LIVING	Mail order catalog services (cl. 42)	Registered. Renewal Due: 9/20/08	73/701,228 12/14/87	1,505,333 9/20/88
CHEF'S MARK	Kitchen cutlery, namely, knives, shears, chopper sets, cutlery sets, steak knives; flatware, namely, knives, forks, spoons; serving utensils, baby spoons (cl. 8)	Pending. Statement of	75/341,842 8/15/97	

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
	<p>Cookware, bakeware, dinnerware, beverageware, serving bowls, plates and dishes, serving platters and trays, salad set, fruit bowls, creamers, sugar bowls, creamer and sugar sets, sauce boats and plates, butter dishes, candy dishes, toothpick holders, condiment holders, salt and pepper shakers, candlesticks, candle holders, vases, carafes, pitcher and bowl sets, non-electric coffee pots, tea pots, tea kettles, thermos containers, mixing bowls, soup tureens, ramekins, food molds, colanders, pasta sets, food mills, non-electric pasta makers, kitchen utensils, gadgets and pantryware, namely, non-electric can openers, non-electric bottle openers, peelers, pizza cutters, spatulas, turners, whisks, slotted spoons, forks, ladles, cheese graters and slicers, garlic press, nut cracker, carving boards, cruet sets, trivets, canisters and canister sets, utensil holders, kitchen tool holders, food storage containers, microwave/storage containers, plastic salad spinner, spice bottles and spice racks, napkin holders, napkin rings, towel holders, towel racks, recipe boxes vegetable containers, breadbox, over-the-sink shelf, spoon rests, grease sets, cookie jars, pot racks, stove burner covers, cabinet knobs, garbage cans, storage containers (cl. 21)</p> <p>Kitchen textiles, namely, table cloths, chairpads, placemats, napkins, runners, window toppers, towels, dish cloths, oven mitts, pot holders, flour sacks (cl. 24)</p>	Use/Extension of Time due 6/27/02.		
CHEF'S MARK	<p>Domestic electric appliances, namely, food grinders, food slicers, choppers and shredders, can openers, knife sharpeners, food blenders, cheese grater, food mixer (cl. 7)</p> <p>Domestic electric appliances, namely, toasters, toaster ovens, convection ovens, grills, slow cookers, fast cooker, food steamer, deep fryer, griddle, waffle makers, breadmakers, skillet, beverage/coffee maker, counter-top ovens, combination cooker/steamer/fryer, food dehydrators, roaster ovens, electric casseroles, microwave ovens (cl. 11)</p>	Registered. DOU due 9/11/11	75/980,599 (divisional of 75/341,842)	2,489,361
CHEF'S MARK PREFERRED QUALITY and Design	<p>Kitchen cutlery, namely, knives, shears, chopper sets, cutlery sets, steak knives; flatware, namely, knives, forks, spoons; serving utensils, baby spoons (cl. 8)</p> <p>Cookware, bakeware, dinnerware, beverageware, serving bowls, plates and dishes, serving platters and trays, salad set, fruit bowls, creamers, sugar bowls, creamer and sugar sets, sauce boats and plates, butter dishes, candy dishes, toothpick holders, condiment holders, salt and pepper shakers, candlesticks, candle holders, vases, carafes, pitcher and bowl sets, non-electric coffee pots, tea pots, tea kettles, thermos containers, mixing bowls, soup tureens, ramekins, food molds, colanders, pasta sets, food mills, non-electric pasta makers, kitchen utensils, gadgets and pantryware, namely, non-electric can openers, non-electric bottle openers, peelers, pizza cutters, spatulas, turners, whisks, slotted spoons, forks, ladles, cheese graters and slicers, garlic press, nut cracker, carving boards, cruet sets, trivets, canisters and canister sets, utensil holders, kitchen tool holders, food storage containers, microwave/storage containers, plastic salad spinner, spice bottles and spice racks, napkin holders, napkin rings, towel holders, towel racks, recipe boxes vegetable containers, breadbox, over-the-sink shelf, spoon rests, grease sets, cookie jars, pot racks, stove</p>	Pending. Statement of Use/Extension of Time due 6/13/02.	75/341,494 8/15/97	

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
	burner covers, cabinet knobs, garbage cans, storage containers (cl. 21) Kitchen textiles, namely, table cloths, chairpads, placemats, napkins, runners, window toppers, towels, dish cloths, oven mitts, pot holders, flour sacks (cl. 24) Rugs (cl. 27)			
CHEF'S MARK PREFERRED QUALITY and Design	Domestic electric appliances, namely, food grinders, food slicers, choppers and shredders, can openers, knife sharpeners, food blenders, cheese grater, food mixer (cl. 7) Domestic electric appliances, namely, toasters, toaster ovens, convection ovens, grills, slow cookers, fast cooker, food steamer, deep fryer, griddle, waffle makers, breadmakers, skillet, beverage/coffee maker, counter-top ovens, combination cooker/steamer/fryer, food dehydrators, roaster ovens, electric casseroles, microwave ovens (cl. 11)	Registered. Declaration of Use due 10/09/11.	75/980,739 (divisional)	2,497,159
COLOR FOCUS	Bedding, namely, bed sheets, bed spreads, quilts, blankets, comforters, pillow cases, pillow shams, dust ruffles, and duvet covers; bath textiles, namely, fabric bath mats, bath towels, wash cloths, shower curtains, window curtains, tub skirts, sink skirts, tank sets, and lid covers; table linens, namely, table cloths, placemats, and napkins; draperies, table rounds, and throws (cl. 24)	Registered. Declaration of Use due 6/15/04- 6/15/05.	74/709,674 7/31/95	2,253,887 6/15/99
CORNER SHOP	Mail order catalog services in the field of general merchandise (cl. 42)	Registered. Renewal Due: 7/15/06	73/571,696 12/5/85	1,401,719 7/15/86
COUNTRY BEAR	Cutlery; namely, steak knife sets, paring knives, utility knives, carving knives, chef knives, cleavers, grapefruit knives, sandwich knives, tomato knives, boning knives, and ham slicers; flatware; namely, dinner forks, table knives, dinner spoons, teaspoons, salad forks, and carving forks (cl. 8) Dinnerware; namely, dinner plates, salad plates, soup/cereal bowls, cups, saucers, vegetable bowls, serving platters, creamers, sugar bowls with lids, sauce boats and plates, butter dishes; cookware; namely, covered saucepans, covered dutch ovens, skillets, stove burner covers, mixing bowls with lids, and wire whisks; tv meal trays; napkin rings not of precious metal; beverage glassware; mugs; wooden kitchen utensils; namely, forks, spoons with holes, spoons, slotted spoons, and spatulas; ceramic household goods; namely, napkin holders, spoon rests, salt and pepper shakers, cabinet knobs, cookie jars, canister sets, portable containers not of precious metal for household use, vinyl place mats (cl. 21)	Registered. Incontestable until 7/26/04.	74/247,281 2/14/92	1,847,171 7/26/94
COUNTRY BEAR	Electric can opener (cl. 7) Electric toasters for domestic use; electric coffee makers for domestic use (cl. 11) Plastic food containers (cl. 16) Kitchen towel sets; quilts (cl. 24)	Pending. Awaiting Registration.	76/172,068 11/28/00	
DIGITAL ZONE	Mail order catalog services featuring a wide variety of consumer electronics (cl. 35)	Registered. Dec. of Use due 10/24/05- 10/24/06.	75/638,137 2/10/99	2,398,630 10/24/00
FALL BIG BOOK	Catalog and mail order services in the field of general merchandise.	Pending. Awaiting publication.	76/239,983 4/12/01	

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
FASHION ELEMENTS	Men's, women's, and children's clothing, namely, dresses, suits, and sweaters; men's, women's and children's outerwear, namely, rain coats, wool coats and jackets, down coats and jackets, nylon jackets, leather jackets, and blazers; men's, women's and children's fashion accessories, namely, belts, scarves, mittens, hats, gloves and headbands; lingerie and sleepwear, namely, nightgowns, pajamas, robes, bras, slips, camisoles, panties, teddies, nylons and stockings; and men's, women's and children's shoes (cl. 25)	Pending. Statement of Use accepted. Awaiting Certificate of Registration.	75/121,616 8/5/97	
FINGERHUT	Planters, hampers, wastebaskets, trash bags, litter bags, shopping bags, plastic housewares-namely, food containers, cups, glasses, bowls, plates, dishes, salt and pepper shakers, recipe boxes and storage boxes (cl. 2) Luggage, purses, handbags, cosmetic cases, hat boxes, wig cases, key cases, wallets and briefcases (cl. 3) Utensils for the preparation of food for cooking and for the cooking of food, teakettles, and coffeepots (cl. 13) Automobile seat covers (cl. 19) Household appliances - namely, televisions, batteries, electric fondues, electric lamps, electric floor polishers, electric vacuum cleaners and parts therefor, electric broiler rotisseries, electric irons, electric toaster ovens, electric blenders, flash-cubes, electric frying pans, radios, electric hot plates, electric coffee pots, flashlights, electrical extension cords, light bulbs, and electric frying pans (cl. 21) Parlor type amusement games, badminton sets, playing cards, sleeping bags, and inflatable rafts (cl. 22) Snowblowers, electric shavers, electric grass shears, electric scissors, hair trimmers, typewriters, sewing machines, powered and nonpowered hand tools of all types - namely, garden tools, plumbers' tools, carpenters' tools, mechanics' hand tools, food grinders, food choppers, stainless steel flatware, and kitchen cutlery made of nonprecious metal (cl. 23) Film projectors, cameras, tape measures, binoculars, adding machines and unexposed photo films (cl. 26) Clocks and watches (cl. 27) Jewelry and silverplates coffee service and flatware (cl. 28) Mirrors, shelves, chests, cabinets, chairs, bookcases, footstools, pillows and wardrobes (cl. 32) Table glassware (cl. 33) Phonograph turntables, stereo tape cleaners, stereophonic headphones, recorded tapes, and phonograph records (cl. 36) Stationary - namely, writing paper (cl. 37) Books, magazines, and motion picture films (cl. 38) Sleepwear, coats, dresses, suits, shoes, pants, ties, underwear, shirts, housecoats, scarves, hats, hosiery, vests, skirts, gloves and belts (cl. 39) Floor mats, pillowcases, drapes, blankets, sheets, carpets, towels, comforters, rugs, and tablecloths (cl. 42) Insurance brokerage services (cl. 102)	Registered. Renewal Due: 12/17/04	72/465,973 9/20/73	999,881 12/17/74
FINGERHUT	Retail mail order services for general merchandise (cl. 35)	Registered. Renewal Due: 11/13/03	72/428,394 6/26/72	973,080 11/13/73
FINGERHUT HOME	Online retail store services, online ordering services, and mail order and catalog services in the field of general merchandise (cl. 35)	Registered. Dec. of Use due 12/25/06-	76/010,637 3/27/00	2,523,477 12/25/01

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
		12/25/07.		
GATE ONE	Luggage, attaches and briefcases (cl. 18)	Registered. Declaration of Use accepted. Renewal due 10/06/02.	74/137,632 2/8/91	1,722,968 10/6/92
GATE ONE & DESIGN	Luggage, attaches and briefcases (cl. 18)	Registered. Renewal due 10/13/02.	74/147,437 3/13/91	1,724,645 10/13/92
GATE ONE LUGGAGE & DESIGN	Luggage, attaches and briefcases (cl. 18)	Registered. Renewal due 10/06/02.	74/147,438 3/13/91	1,722,969 10/6/92
GOLD KEY	Online retail store membership club which provide special discounts, rebates and purchase incentives for member shoppers. (cl. 35)	Registered. Dec. of Use due 7/18/05-7/18/06.	75/719,834 6/03/99	2,368,354 7/18/00
GOOD DEALS, GREAT BUYS	Online retail store services, online ordering services, and mail order and catalog services in the field of general merchandise (cl. 35)	Registered, Declaration of Use due 10/30/11	75/699,395 5/07/99	2,503,225 10/30/01
GREEN HORIZONS	Environmental newsletter (cl. 16)	Registered.	74/150,942 3/25/91	1,674,219 2/4/92
HOLIDAY BIG BOOK	Catalog and mail order services in the field of general merchandise (cl. 42)	Registered. Dec. of Use due 9/12/05-9/12/06.	75/498,298 6/08/98	2,386,204 9/12/00
HOME ATTITUDES	Pillows (cl. 20) Soap dishes, soap dispensers, toothbrush holders, tumblers, tissue box covers and wastepaper baskets (cl. 21) Bed linen, bed sheets, bed spreads, quilts, blankets, comforters, pillow cases, pillow shams, duvet covers, dust ruffles, draperies, curtains, towels, bath linen, shower curtains and fabric bath mats, sold separately and in sets (cl. 24) Wallpaper (cl. 27)	Registered. Declaration of Use Due: 4/08/03	74/618,308 1/5/95	2,051,289 4/08/97
HOME ATTITUDES and Design	Pillows (cl. 20) Soap dishes, soap dispensers, toothbrush holders, tumblers, tissue box covers and wastepaper baskets (cl. 21) Bed linen, bed sheets, bed spreads, quilts, blankets, comforters, pillow cases, pillow shams, duvet covers, dust ruffles, draperies, curtains, towels, bath linen, shower curtains and fabric bath mats, sold separately and in sets (cl. 24) Wallpaper (cl. 27)	Registered. Declaration of Use Due: 7/22/03	74/634,994 2/18/95	2,081,983 7/22/97
HOME DEALS	Online retail store services, online ordering services, and mail order and catalog services featuring linen merchandise (cl. 35)	Pending.	75/838,383 11/11/99	
HOME EXPRESSIONS	Catalog and mail order services in the field of home decorating (cl. 42)	Registered. Declaration of Use due 6/25/01- 6/25/02.	74/271,502 5/10/92	1,981,835 6/25/96
HOME EXPRESSIONS (stylized)	Distribution services for home carpeting, rugs and floor coverings (cl. 42)	Registered.	73/803,179 5/30/89	1,600,025 6/05/90

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
INSTANT FIT	Unfitted furniture covers with adjustable ties (cl. 24)	Pending.	74/679,114 5/23/95	
INSTANT FIT	Combination comforter and bed skirt, drapes, curtains (cl. 20)	Registered. Declaration of Use due 3/21/05- 3/21/06.	75/251,786 3/04/97	2,333,507 3/21/00
LIFE MAX	Domestic electric appliances, namely, food steamers, rice cookers, food dehydrators, bread-makers, rotisseries, electric indoor grills, non-stock stir-fry pans, hepa air cleaners and electrostatic air cleaners for domestic and car interior use, replacement filters for air cleaners, water purifying units for domestic use including faucet-mount, countertop, under-counter, and pitcher-style water purifying units, replacement filters for water purifying units, electric aromatherapy diffusers, vaporizers, humidifiers, portable electric hair dryers, shower massagers, heating unit for wax for hair removal (cl. 11) Exercise apparel, namely, nylon and/or fleece tops, bottoms, and jog suits, sport bras and shorts, athletic footwear (cl. 25)	Registered. Dec. of Use due 12/05/05- 12/05/06	75/979,831 8/15/97	2,411,462
LIFE MAX	Pre-recorded video tapes featuring exercise instruction, sound conditioners that produce soothing sounds, bathroom scales (cl. 9) Health care equipment, namely, blood pressure monitors, thermometers for personal use, electric and non-electric massaging apparatus, namely, full-length massager mats, chair-size massager mats, foot massagers, belt-style massagers, shiatsu-style massagers, wall-mount massagers, facial massagers, neck massagers, infrared massagers and hand-held massagers; electric heating pads for personal use, whirlpool spas primarily for home use and for therapeutic use; equipment for physically disabled, namely, walkers, grab bars, safety rails, bath benches, bath chairs, raised toilet seats, medical coolers for insulin (cl. 10)	Registered. Declaration of Use Due 1/25/05-1/25/06.	75/978,794 8/15/97	2,312,598 1/25/00
MASTER CRAFT	Metal tool boxes, metal cases, metal tool chests, fasteners, support stands, and metal tap and die sets (cl. 6) Auto emergency devices, namely inflaters, DC compressors, DC inspection lamps, siphon hoses, winches; power tools, namely jointers, drills, and screwdrivers; and power tool accessories, namely router bits, wire brushes; pneumatic tools, namely impact wrenches, dual action sanders, collet air die grinders, short air hammers, reversible air drill and drive ratchet wrench; and sewing machines (cl. 7) Hand tools, namely, vises, hammers, chisels, punches, saws, hack saws, hex keys, measuring tools, stamping tool, knives, clamps, drill bits, socket sets, socket runners, and impact sockets; barbecue utensils, namely tongs, and forks; and garden tools, namely pruners, multi-function grass shears and pruning shears (cl. 8) Irons, fuses, booster cables, electric pest repellers, goggles, safety glasses, protective work gloves, and levels (cl. 9) Electric fans, anti-freeze testers, and electric glue guns (cl. 11) Electrical tape (cl. 17)	Pending.	75/489,491 5/22/98	
MASTER CRAFT	Metal tool chests, roller cabinets and lawn sheds (cl. 6) Power lawn and garden tools; namely, chain saws,	Pending.	74/497,165	

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
	weed trimmers, edgers, hedge trimmers, blowers, combination blower/vacs, cultivators, tillers; power tools; namely, cordless screw drivers; lawn mowers, riding lawn mowers, and tractor style lawn mowers (cl. 7) Angle Grinder		3/04/94	
MASTER CRAFT	Power tools; namely table saws, scroll saws, chop saws, miter saws, band saws, drill presses, wood lathes, bench grinders, planers, belt sanders, belt/disk sanders, cordless drills, sanders and jig saws (cl. 7); hand tools; namely screwdrivers and screwdriver bit sets, wrenches, sockets and socket accessories, namely extensions and adapters and pliers (cl. 8)	Registered. Declaration of Use due 10/13/04.	74/399,282 6/03/93	2,196,111 10/13/98
MASTER CRAFT	Electric food mixers (cl. 7); kitchen cutlery, forks and spoons (cl. 8)	Registered.	73/051597 5/07/75	1,034,654 3/2/76
MASTER CRAFT PRO	Metal tool boxes, metal cases, metal roller cabinets (cl. 6) Power tools, namely, table saws, scroll saws, chop saws, miter saws, band saws, drill presses, wood lathes, bench grinders, planers, belt sanders and belt/disk sanders, scroll saws, and table saws (cl. 7) Hand tools, namely, impact sockets, socket runners, wrenches, saws, chisels, punches, hammers, screwdrivers, screwdriver bit sets and handles, hack saws, hex keys (cl. 8) Safety goggles (cl. 9)	Registered. Declaration of Use due 4/10/06- 07	75/490,305 5/22/98	2,443,038 4/10/01
MASTER CRAFT PRO	Metal tool chests and roller cabinets (cl. 6) Hand tools; namely, screwdrivers and screwdriver bit sets, wrenches, sockets and socket accessories; namely, extensions and adapters, and pliers (cl. 8)	Pending.	74/497,194 3/04/94	
MIRACLE FIT	Fitted fabric furniture covers, decorative pillows (cl. 20) Drapes, curtains and tablecloths (cl. 24)	Registered. Declaration of Use due 5/25/05.	75/152,771 8/19/96	2,247,997 5/25/99
OUTDOOR SPIRIT	Online retail store services, online ordering services, and mail order and catalog services in the field of general merchandise (cl. 35)	Registered. Dec. of Use due 7/11/05-7/11/06.	75/738,979 6/29/99	2,366,241 7/11/00
OUTDOOR SPIRIT	Collectable and hunting/fishing knives and pocket knives (cl. 8)	Registered. Declaration of Use due 8/7/06- 8/7/07	75/501,272 6/12/98	2,476,139 8/7/01
OUTDOOR SPIRIT	Optical, namely binoculars, monoculars, telescopes, spotting scopes, eyeglasses and rifle scopes (cl. 9)	Registered. Dec. of Use due 6/13/05-6/13/06.	75/501,274 6/12/98	2,358,445 6/13/00
OUTDOOR SPIRIT	Propane, gas, electric and battery appliances, namely lanterns, portable electric and gas stoves, flashlights, power inverters, area lights and radio/light combinations (cl. 11)	Registered. Declaration of Use due 4/17/06- 07	75/501,273 6/12/98	2,444,748 4/17/01
OUTDOOR SPIRIT	Adult and youth bicycles, namely mountain bikes, racing bikes and touring bikes (cl. 12)	Pending. Awaiting registration.	75/501,299 6/12/98	
OUTDOOR SPIRIT	Sleeping bags, namely down, polyester and polyester/cotton; camping accessories, namely folding chairs, cots, picnic tables, air mattresses and air beds; hunting accessories, namely gun cabinets and non-metal gun safes; camping furniture, namely wooden resin tables and chairs (cl. 20)	Registered. Dec. of Use due 6/13/05-6/13/06.	75/501,259 6/12/98	2,358,443 6/13/00
OUTDOOR SPIRIT	Cooking accessories, namely stainless steel cookware sets comprised of pots and pans, non-electric griddles	Pending. Awaiting	75/501,258 6/12/98	

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
	and skillets, dutch ovens; porcelain on steel cookware sets comprised of pots and pans, non-electric griddles and skillets, dutch ovens; cast iron cookware sets comprised of pots and pans, non electric griddles and skillets, dutch ovens; serving spoons and slotted spoons not of precious metal; plastic and fabric portable coolers for beverages and foods; non-electric grills and griddles for use over an open fire (cl. 21) .	Registration.		
OUTDOOR SPIRIT	Tents, namely dome tents, cabin style tents canopy tents, screen house tents and backpacking tents; hammocks (cl. 22)	Registered. Dec. of Use due 6/13/05-6/13/06.	75/501,267 6/12/98	2,358,444
OUTDOOR SPIRIT	Ladies', men's, and juvenile apparel, namely nylon, leather and fleece outerwear; hunting apparel, namely outdoor insulated and non-insulated jackets, overalls, vests, coveralls, hunting boots, hikers, outdoor footwear, denim shirts and chamois shirts (cl. 25)	Registered. Declaration of Use due 3/27/06-07.	75/501,266 6/12/98	2,438,922 3-27-01
OUTDOOR SPIRIT	Fishing accessories, namely rods and reels, tackle boxes, tackle, bow cases, tree stands and decoys; archery accessories, namely compound bows, recurved bows, crossbows and arrows; loungers, swings and gliders (cl. 28)	Registered. Declaration of Use due 3/27/06-07.	75/501,265 6/12/98	2,438,921 3-27-01
QUALITY ASSURED & Design	Mail order catalog services in the field of jewelry (cl. 42)	Registered.	74/414,587 7/16/93	1,931,994 10/31/95
REFLECTIONS OF LOVE	Mail order catalog services featuring jewelry (cl. 42)	Registered. Declaration of Use accepted.	74/236,153 1/09/92	1,762,192 3/30/93
ROMANTIC IMAGES	Mail order catalog services featuring intimate apparel, clothing, shoes, socks, bed sheets, and comforter sets (cl. 42)	Registered.	74/156,204 4/11/91	1,688,236 5/19/92
ROOM FOR LIVING	Mail order and catalog services for home decorating products (cl. 8)	Registered. Renewal Due 6/09/02.	74/138,822 2/13/91	1,693,689 6/09/92
SENSOMA	Pillows (cl. 20)	Pending. Awaiting Notice of Allowance.	76,300,197 8/16/01	
SENSOMA	Mattress Pads (cl. 24)	Pending. Statement of Use accepted. Awaiting Registration.	75/397,546 12/1/97	
SENSOMA	Bed Accessories, including duvet covers, bed skirts, bedspreads, and quilts (cl. 24) (2/22/02 added sheets, comforters, shams, blanket, throws)	Pending. Awaiting Publication.	76/254,585 5/9/01	
SPORTS CENTRAL	Catalog and mail order services in the field of general merchandise (cl. 35)	Registered. Declaration of Use due 9/21/04-9/21/05.	75/457,034 3/25/98	2,279,009 9/21/99
SPRING ARRIVALS	Mail order catalog services featuring general merchandise (cl. 42)	Registered. Declaration of Use Due 11/05/02	74/611,408 12/15/94	2,014,345 11/05/96
SPRING BIG BOOK	Catalog and mail order services in the field of general merchandise (cl. 35)	Registered. Dec. of Use due 8/7/11	75/659,741 3/12/99	2,476,310

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
ST CROIX COLORS and Design	<p>Domestic electric appliances, namely, food grinders, food slicers, choppers and shredders, can openers, knife sharpeners, food blenders, food mixer, electric peeler (cl. 7)</p> <p>Domestic electric appliances, namely, toasters, toaster ovens, convection ovens, grills, slow cookers, fast cooker, food steamer, deep fryer, griddle, waffle makers, breadmakers, skillet, beverage/coffee maker, counter-top ovens, combination cooker/steamer/fryer, food dehydrators, roaster ovens, crockpots, microwave ovens, lamps, lighting fixtures, namely, sconces (cl. 11)</p> <p>Cookware, namely, pots, pans and skillets, and lids therefor; bakeware, dinnerware, beverageware, serving bowls, plates and dishes, serving platters and trays not of precious metals, fruit bowls, creamers not of precious metals, sugar bowls, creamer and sugar sets, sauce boats and plates, butter dishes, candy dishes, toothpick holders, condiment holders, salt and pepper shakers, candlesticks not of precious metals, candle holders, vases, carafes, pitchers, pitcher and bowl sets, non-electric coffee pots not of precious metals, tea pots not of precious metals, tea kettles, thermal insulated containers for food or beverages, mixing bowls, soup tureens, ramekins, food molds, colanders, pasta sets, food mills, non-electric pasta makers; kitchen utensils, gadgets and pantryware, namely, non-electric bottle openers, spatulas, turners, whisks, slotted spoons, ladles, cheese graters, garlic press, food presses, food grinders, cruet sets, trivets, canisters and canister sets, utensil holders, kitchen tool holders, food storage containers, microwave/storage containers, spice bottles and spice racks, napkin holders, recipe boxes, vegetable containers, breadbox, spoon rests, grease sets, namely ceramic grease cups in for serving and lifting fried food from grease, cookie jars, pot racks, stove burner covers, plastic and/or porcelain cabinet knobs, waste paper baskets, garbage cans, lotion dispensers, cottonball holder, cotton swab holder, figurines of ceramic, earthenware, glass, porcelain and terracotta, non-metal decorative boxes, towel holders, towel racks, soap dishes, toothbrush holders, tumblers, tissue box covers, wind chimes, serving utensils, namely, serving spoons, forks, ladles and tongs (cl. 21)</p> <p>Table linen, namely, cloths, placemats, napkins, fabric table runners, window toppers, towels, dish cloths, oven mitts, pot holders, flour sacks, bed throws, bathtub skirts, toilet tank sets and lid covers, bed linen, bed sheets, bed spreads, quilts, blankets, comforters, pillow cases, pillow shams, duvet covers, dust ruffles, draperies, curtains, towels, bath linen, shower curtains and fabric bath mats, sold separately and inserts (cl. 24)</p> <p>Wallpaper, rugs (cl. 27)</p>	Registered. Dec. of Use due 1/15/07 – 1/15/08.	(Divisional)	2530650 1/15/02
ST. CROIX COLORS	<p>Telephones, measuring spoons, measuring cups (cl. 9)</p> <p>Wall shelves, shelving units, plant stands, dry sink, corner hutch, communication center comprising mail slots, bulletin board, note pad and keyhooks; wooden letter holders, cupboard, baker's rack, utility cart/work center comprising a storage cupboard and work surface, primarily for kitchen use; breakfast bar, space-saver wall rack and towel holders, towel tower, dinette</p>	Pending. Extension of Time filed 4/11/02.	75/341,826 8/15/97	

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
	set, drop-leaf kitchen table, buffet hutch, storage cabinets, chairs, occasional tables, bedside tables, vanities, chests, storage trunks, laundry hampers, picture frames, figurines of plastic, wood, and plaster, wood and/or plastic jewelry boxes, pillows, wooden perpetual calendar, mirrors, decorative wall accessories, namely plaques, wall-hangings, and pictures; over-the-sink shelf; wooden cabinet knobs; chairpads, napkin rings not made of precious metal , decorative plaques (cl. 20)			
ST CROIX COLORS and Design	Wall shelves, shelving units, plant stands, dry sink, corner hutch, communication center comprising mail slots, bulletin board, note pad and keyhooks; wooden letter holders, cupboard, baker's rack, utility cart/work center comprising a storage cupboard and work surface, primarily for kitchen use; breakfast bar, space-saver wall rack and towel holders, towel tower, dinette set, drop-leaf kitchen table, buffet hutch, storage cabinets, chairs, occasional tables, bedside tables, vanities, chests, storage trunks, laundry hampers, picture frames, figurines of plastic, wood, and plaster, wood and/or plastic jewelry boxes, pillows, wooden perpetual calendar, mirrors, decorative wall accessories, namely plaques, wall-hangings, and pictures; over-the-sink shelf; wooden cabinet knobs; chairpads, napkin rings not made of precious metal , decorative plaques (cl. 20)	Registered. Dec. of Use due 3/26/07-3/26/08.	75/341,622 8/15/97	2,552,910 3/26/02
ST CROIX COLORS	Domestic electric appliances, namely, food grinders, food slicers, choppers and shredders, can openers, knife sharpeners, food blenders, food mixer, electric peeler (cl. 7) Telephones, measuring spoons, measuring cups (cl. 9) Domestic electric appliances, namely, toasters, toaster ovens, convection ovens, grills, slow cookers, fast cooker, food steamer, deep fryer, griddle, waffle makers, breadmakers, skillet, beverage/coffee maker, counter-top ovens, combination cooker/steamer/fryer, food dehydrators, roaster ovens, crockpots, microwave ovens, lamps, lighting fixtures, namely, sconces (cl. 11) Cookware, namely, pots, pans and skillets, and lids therefor; bakeware, dinnerware, beverageware, serving bowls, plates and dishes, serving platters and trays not of precious metals, fruit bowls, creamers not of precious metals, sugar bowls, creamer and sugar sets, sauce boats and plates, butter dishes, candy dishes, toothpick holders, condiment holders, salt and pepper shakers, candlesticks not of precious metals, candle holders, vases, carafes, pitchers, pitcher and bowl sets, non-electric coffee pots not of precious metals, tea pots not of precious metals, tea kettles, thermal insulated containers for food or beverages, mixing bowls, soup tureens, ramekins, food molds, colanders, pasta sets, food mills, non-electric pasta makers; kitchen utensils, gadgets and pantryware, namely, non-electric bottle openers, spatulas, turners, whisks, slotted spoons, ladles, cheese graters, garlic press, food presses, food grinders, cruet sets, trivets, canisters and canister sets, utensil holders, kitchen tool holders, food storage containers, microwave/storage containers, spice bottles and spice racks, napkin holders, recipe boxes, vegetable containers, breadbox, spoon rests, grease sets, namely ceramic grease cups in for serving and	Registered. Dec. of Use due 1/15/07-1/15/08.	75/981,566 (Divisional)	2,579,749 6/11/02

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
	lifting fried food from grease, cookie jars, pot racks, stove burner covers, plastic and/or porcelain cabinet knobs, waste paper baskets, garbage cans, lotion dispensers, cottonball holder, cotton swab holder, figurines of ceramic, earthenware, glass, porcelain and terracotta, non-metal decorative boxes, towel holders, towel racks, soap dishes, toothbrush holders, tumblers, tissue box covers, wind chimes, serving utensils, namely, serving spoons, forks, ladles and tongs (cl. 21) Table linen, namely, cloths, placemats, napkins, fabric table runners, window toppers, towels, dish cloths, oven mitts, pot holders, flour sacks, bed throws, bathtub skirts, toilet tank sets and lid covers, bed linen, bed sheets, bed spreads, quilts, blankets, comforters, pillow cases, pillow shams, duvet covers, dust ruffles, draperies, curtains, towels, bath linen, shower curtains and fabric bath mats, sold separately and inserts (cl. 24) Wallpaper, rugs (cl. 27)			
ST. CROIX CUTLERY	Kitchen cutlery; namely, knives and knife sets (cl. 8)	Registered. Renewal Due 6/23/02	74/141,887 2/25/91	1,696,801 6/23/92
STATE-OF-THE-ART ADVENTURER	Mail order catalog services featuring general merchandise (cl. 42)	Registered. Declaration of Use Due 3/25/03	75/121,638 6/14/96	2,047,961 3/25/97
SUITE LUXURIES	Catalog and mail order services in the field of general merchandise (cl. 42)	Registered. Declaration of Use due 10/9/11.	75/668,005 3/25/99	2,496,775
SUPER CHEF	Electric food grinders, electric food slicers, electric food choppers, electric can openers, electric knife sharpeners, and electric blenders, (cl. 7)	Renewed. Renewal Due 4/06/06.	73/051,598 5/07/75	1,037,297 4/06/76
SUPER CHEF	Domestic electric appliances; namely electric coffee makers; electric countertop ovens, electric fryers, electric griddles and grills, electric steamers, electric food dehydrators, and multipurpose appliances; namely, combination cooker/steamer/fryers (cl. 11) Bakeware, namely, traditional and nonstick bakeware, and bakeware/microwave storage containers; and cookware; namely, stock pots, pressure cookers, stainless steel cookware; namely, saucepans, dutchovens, frypans, steamers, mixing bowls, roasters, racks, and stock pots, cast iron cookware; namely, saucepans, dutchovens, frypans, mixing bowls, egg poacher sets, stock pots, and pressure cookers, drawn steel cookware; namely, saucepans, dutchovens, frypans, mixing bowls, egg poacher sets, stock pots, and pressure cookers; drawn aluminum cookware; namely, saucepans, dutchovens, frypans, mixing bowls, egg poacher sets, stock pots, and pressure cookers, and miscellaneous cookware items; namely, woks, frypans, chicken fryers, roasters, au gratin pans, griddles, mixing bowl sets, tea kettles, saucepans, and multi-purpose pots (cl. 21)	Registered. Declaration of Use filed 8/10/01.	74/376,304 4/05/93	1,933,548 11/07/95
TAKE TIME FOR KIDS	Catalog, mail order and on-line ordering services in the field of juvenile merchandise (cl. 35)	Registered. Declaration of Use due 3/14/05- 3/14/06.	75/651,672 3/02/99	2,329,075 3/14/00
THE ACCENT'S ON OUTERWEAR	Mail order catalog services featuring general merchandise (cl. 42)	Registered. Declaration of	75/541,585	

Trademark/ Service Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
OUTERWEAR		Declaration of Use due 2/08/05- 2/08/06.	8/24/98	
THE COOK'S BOOK	Catalog and mail order services in the field of general merchandise (cl. 35)	Registered. Dec. of Use due 6/25/05-6/25/06.	75/529,059 7/28/98	2,363,151 6/27/00
THE COOK'S BOOK & Design	Catalog and mail order services in the field of general merchandise (cl. 35)	Registered. Dec. of Use due 6/25/05-6/25/06.	75/526,973 7/28/98	2,363,143 6/27/00
TOUGH-TOTE	Luggage (cl. 18)	Registered. Renewal Due: 5/21/05	73/386,966 9/20/82	1,336,673 5/21/85
TREASURE CREEK	Online retail store services, online ordering services, and mail order and catalog services featuring unique gift merchandise.	Registered. Declaration of Use due 3/13/06- 07	75/731,771 6/18/99	2,435,895 3-13-01
YOU'RE RIGHT AT HOME	Telecommunication services; namely, long distance telephone services (cl. 38)	Registered. DOU due 3/30/04-3/30/05.	75/471,718 4/21/98	2,235,930 3/30/99

LIST B

Trademark/Ser vice Mark	Goods/Services	Status	Serial No./ Filing Date	Reg. No./ Reg. Date
THE SCIENCE OF SUBSTANCE AND STYLE	Online retail store services, online ordering services, and mail order and catalog services in the field of general merchandise (cl. 35)	Abandoned.	76/042,450 5/05/00	
WILD ORCHID	Flatware made of non-precious metal (cl. 8)	Expired.	73/102,795 10/12/76	1,094,263 6/27/78
BID MINDER	IC 009. US 021 023 026 036 038. G & S: Computer software for automated on-line bid calculation and bid submission via a global computer network. IC 042. US 100 101. G & S: providing temporary use of on-line non-down loadable software as a feature of an on-line auction website for providing automated bid calculation and bid submission capabilities	Published; 6/25/2002	76/065,046; 5/25/2000	
AL and design	IC 035. US 100 101 102. G & S: ONLINE RETAIL STORE SERVICES AND ONLINE ORDERING SERVICES IN THE FIELD OF GENERAL MERCHANDISE. FIRST USE:	Registered	76/040531; 5/04/2000	2453125; 5/22/2001

Trademark/Service Mark	Goods/Services	Status	Serial No./Filing Date	Reg. No./Reg. Date
	20000305. FIRST USE IN COMMERCE: 20000305			
PCVALENTINE.COM	IC 035. US 100 101 102. G & S: ONLINE RETAIL STORE SERVICES, ONLINE ORDERING SERVICES, AND MAIL ORDER AND CATALOG SERVICES IN THE FIELD OF GENERAL MERCHANDISE	Suspended	75706891; 5/14/1999	
FASHION JEWELRY BAZAAR	IC 035. US 100 101 102. G & S: CATALOG AND MAIL ORDER SERVICES FEATURING COSTUME JEWELRY. FIRST USE: 19981000. FIRST USE IN COMMERCE: 19981000	Registered	75499505; 6/10/1998	2352633; 5/23/2000
COUNTRY LANDINGS	IC 024. US 042 050. G & S: bed linen, bed sheets, quilts, comforters, pillow cases, pillow shams, dust ruffles, draperies, sold separately and in sets. FIRST USE: 19950113. FIRST USE IN COMMERCE: 19950113	Registered	74591511; 10/27/1994	2039328; 2/18/1997
COUNTRY LANDINGS	IC 020. US 002 013 022 025 032 050. G & S: pillows. FIRST USE: 19950113. FIRST USE IN COMMERCE: 19950113 IC 024. US 042 050. G & S: bed linen, bed sheets, quilts, comforters, pillow cases, pillow shams, dust ruffles, draperies, sold separately and in sets. FIRST USE: 19950113. FIRST USE IN COMMERCE: 19950113	Registered	74/588074; 10/20/1994	2004968; 10/01/1996
LIFE MAX	IC 028. US 022 023 038 050. G & S: exercise machines and equipment, namely, stationary exercise bicycles, weight benches, weights, manually-operated home-gym exercise machines, treadmills, dual action treadmills, treadmills with ski machines, stair stepping machines, aerobic riders, and rowing and ski machines. FIRST USE: 19960520. FIRST USE IN COMMERCE: 19960520	Registered	74/709163; 7/31/1995	2099973; 9/23/1997

**SCHEDULE C TO GRANT OF SECURITY INTEREST IN PATENTS,
TRADEMARKS AND LICENSES**

between
FINGERHUT DIRECT MARKETING, INC.
and
THE CIT GROUP/BUSINESS CREDIT, INC.

U.S. LICENSES

<u>Name</u>	<u>Registration No.</u>	<u>Registration Date</u>
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None.