



6-16-03

To the Honorable Commissioner for Trademarks, 102475694, or copy thereof.

1. Name of conveying party(ies):	<u>Citizenship</u>	<u>Entity</u>
Cornerstone Brands, Inc.	Delaware	Corporation
The Cornerstone Brands Group, Inc.	Delaware	Corporation
Smith & Noble, LLC	Delaware	LLC
The Cornerstone Holdings Group, Inc.	Delaware	Corporation
Cinmar, Inc.	Ohio	Corporation
Ballard Designs, Inc.	Georgia	Corporation
Garnet Hill, Inc.	New Hampshire	Corporation
Cornerstone Real Estate Company I, LLC	Delaware	LLC
Cornerstone Consolidated Services Group, Inc.	Delaware	Corporation
Cinmar, L.P.	Delaware	Limited Partnership
The Territory Ahead, Inc.	Delaware	Corporation
Travelsmith Outfitters, Inc.	California	Corporation

2. Name and address of receiving party(ies)
Name: **Wells Fargo Retail Finance, LLC, AS AGENT**

Street Address: **One Boston Place, 18th Floor**

City: **Boston** State: **MA** ZIP: **02108**

- Individual(s)
- Association
- General Partnership
- Limited Partnership
- Corporation
- Other: **Limited Liability Company**

Citizenship / Organization: **DELAWARE**

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

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

3. Nature of conveyance:

<input type="checkbox"/> Assignment	<input type="checkbox"/> Merger
<input checked="" type="checkbox"/> Security Agreement	<input type="checkbox"/> Change of Name
<input type="checkbox"/> Other	

Execution Date/ Effective Date: **October 24, 2001**

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

A. Trademark Application No.(s) :

76/511,308 **76/491,334**
76/352,045 **76/343,858**

B. Trademark Registration No.(s)

2,714,493 **2,534,872**
2,679,130 **2,534,871**
2,652,908 **2,534,870**
2,513,424

Additional numbers attached? Yes No

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

Name: **Elijah Cocks**

Internal Address: **Choate, Hall & Stewart**

Street Address: **Exchange Place
53 State Street**

City: **Boston** State: **MA** ZIP: **02109**

6. Total number of applications and registrations involved: **11**

7. Total fee (37 CFR 3.41)..... \$290.00

Enclosed

Authorized to be charged to deposit account (if underpayment)

8. Deposit account number: **03-1721**

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

06/17/2003 BYRNE 00000114 76511308

DO NOT USE THIS SPACE

01 FC:8521
02 FC:8522
Statement and signature.

40.00 OP
250.00 OP

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.

Elijah Cocks

Name of person signing
Reg. No. 47,499

Signature

6/12/03
Date

I hereby certify that this correspondence is being deposited with the United States Postal Service as first class mail in an envelope addressed to: Commissioner For Patents, P.O. Box 1450, Alexandria, VA 22313

On 6/12/03

Susan M. Dunsmuir
TRADEMARK

REEL: 002756 FRAME: 0362

INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") is made and effective as of October ~~24~~, 2001, by Cornerstone Brands, Inc., a Delaware corporation (the "Parent"), The Cornerstone Brands Group, Inc., a Delaware corporation, Smith & Noble, LLC, a Delaware limited liability company, Ballard Designs, Inc., a Georgia corporation, Cinmar, L.P., a Delaware limited partnership, Cinmar, Inc., an Ohio corporation, Cornerstone Consolidated Services Group, Inc., a Delaware corporation, Cornerstone Real Estate Company I, LLC, a Delaware limited liability company, Garnet Hill, Inc., a New Hampshire corporation, TravelSmith Outfitters, Inc., a California corporation, The Territory Ahead, Inc., a Delaware corporation, and The Cornerstone Holdings Group, Inc., a Delaware corporation (Parent and the foregoing entities, including any successors or permitted assignees thereof, each, the "Grantor," and collectively, the "Grantors"), in favor of Wells Fargo Retail Finance, LLC, as arranger and administrative agent for each of the Lenders from time to time party to the Loan Agreement referred to below (the "Agent"). Capitalized terms used in this Intellectual Property Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement.

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") dated as of the date hereof by and among the Grantors, the Agent and the lenders from time to time party thereto (the "Lenders"), the Lenders have agreed, subject to the terms and conditions set forth therein, to make certain advances, cause the issuance of letters of credit and provide other financial accommodations to the Grantors (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Agent and the Lenders to execute and perform under the Loan Agreement that Grantors shall have executed and delivered this Intellectual Property Security Agreement to the Agent, for the ratable benefit of each of the Lenders;

NOW, THEREFORE, in consideration of the willingness of the Agent and the Lenders to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantors pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. **Grant of Security Interest.** To secure the Grantors' prompt, punctual and faithful performance of all and each of the Obligations, each Grantor hereby grants to Agent, for its benefit and the ratable benefit of each of the Lenders, a continuing first priority security interest in all of the right, title and interest of such Grantors in and to any and all of the following collateral, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

(a) The U.S and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses (to the extent permitted under the terms thereof) set forth on Schedule A attached hereto (collectively, the "Copyrights"); and

(b) The U.S. and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents"); and

(c) The U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses (to the extent permitted under the terms thereof) set forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks"); and

(d) The domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names"); and

(e) Any and all claims and causes of action for past, present or future infringement of any of the Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property Collateral; and

(f) Any and all licenses or rights granted under any of the Intellectual Property Collateral, and all license fees and royalties arising from such licenses or rights, in each case to the extent permitted by such licenses or rights; and

(g) Any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and

(h) Any and all products and proceeds of any of the foregoing.

2. Requested Recordation. Each Grantor authorizes and requests that the Register of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Intellectual Property Security Agreement is submitted) file and record this Intellectual Property Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to publicly reflect the interests of the Agent and the Lenders in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence of and during continuation of an Event of Default, each Grantor shall execute and deliver to Agent an absolute assignment transferring its

entire right, title, and interest in and to the Intellectual Property Collateral to the Agent, for its benefit and the ratable benefit of the Lenders.

4. Power of Attorney. Each Grantor hereby irrevocably grants the Agent for its benefit and for the ratable benefit of the Lenders a power of attorney, to act as such Grantor's attorney-in-fact, with full authority in the name, place and stead of such Grantor, from time to time in the Agent's discretion, to take any action and to execute any instrument which the Agent may deem reasonably necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement. This authority includes, without limitation, the following:

(a) To modify or amend (in sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval of or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by such Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which such Grantor no longer has or claims any right, title or interest; and

(b) To execute, file and pursue (in sole discretion of the Agent and the Lenders and without first obtaining such Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Agent's interest or such Grantor's rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) To execute any document required to acknowledge, register or perfect the interest of the Agent and the Lenders in any part of the Intellectual Property Collateral without the signature of such Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to each of the Grantors) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally and indefeasibly) and (b) the termination of the Loan Agreement. Upon any such termination, the Agent (at the Grantors' request and sole expense) will promptly execute and deliver to the Grantors (without

any representation, warranty or recourse of any kind whatsoever) such documents as the Grantors may reasonably request and provided to the Agent to evidence such termination.

6. Newly Registered Copyrights, Patents and Trademarks. Each Grantor hereby agrees to provide the Agent, for its benefit and the benefit of each of the Lenders, on a monthly basis, a schedule of newly registered Copyrights, Patents and Trademarks.

7. Miscellaneous.

(a) This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Agent, for its benefit and the ratable benefit of the Lenders, under the Loan Agreement. The rights and remedies of the Grantors and the Agent with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This Intellectual Property Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

GRANTORS:

CORNERSTONE BRANDS, INC., a Delaware corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

THE CORNERSTONE BRANDS GROUP, INC., a Delaware corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

SMITH & NOBLE, LLC, a Delaware limited liability company

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

THE CORNERSTONE HOLDINGS GROUP, INC., a Delaware corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

CINMAR, INC., an Ohio corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

BALLARD DESIGNS, INC., a Georgia corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

GARNET HILL, INC., a New Hampshire corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

CORNERSTONE REAL ESTATE COMPANY I, LLC, a Delaware limited liability company

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

CORNERSTONE CONSOLIDATED SERVICES GROUP, INC., a Delaware corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

By: Cinmar, Inc.
Its: General Partner

CINMAR, L.P., a Delaware limited partnership

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

THE TERRITORY AHEAD, INC., a Delaware corporation

By: John V. Schaefer
Name: John V. Schaefer
Title: Secretary

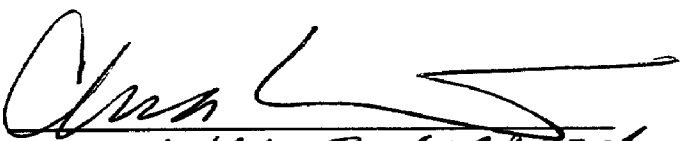
TRAVELSMITH OUTFITTERS, INC.,
a California corporation

By: _____

Name: Scott Sklar

Title: Co-President

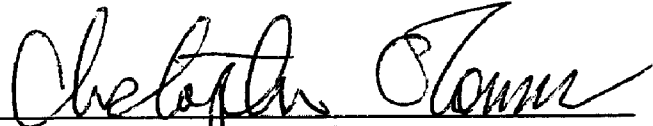
TRAVELSMITH OUTFITTERS, INC., a California
corporation

By: 
Name: CHARLES SCAVRON
Title: CO-PRESIDENT

1 PA - WELLS 10/16/01

AGENT:

WELLS FARGO RETAIL FINANCE, LLC,
as Agent and as Lender

By: 

Name: Christopher O'Connor
Title: Vice President

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

The Territory Ahead, Inc.

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schecker to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of _____, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said _____, as Grantor, by authority of its board of directors, and the said John V. Schecker acknowledged said instrument to be his/her free act and deed.

The Territory Ahead, Inc.

Jane M. Zimmerman
Notary Public
My Commission Expires: _____

JAMES McCORD ZIMMERMAN
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Date. Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF Ohio :
: SS
COUNTY OF Butler :

*Cornerstone
Consolidated
Services
Group, Inc.*

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Scheffer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of _____, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Cornerstone Consolidated Services Group, Inc., as Grantor, by authority of its board of directors, and the said John V. Scheffer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
Notary Public
My Commission Expires: _____

JAMES McCORD ZIMMERMAN
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Date. Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF Ohio :
: SS
COUNTY OF Butler :

*Zimmer, Inc.
general partner
of Zimmer
L.P.*

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Scheffer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of _____, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Zimmer, L.P., as Grantor, by authority of its board of directors, and the said John V. Scheffer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
Notary Public
My Commission Expires: _____

JAMES McCORD ZIMMERMAN
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Date. Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF Ohio :
: SS
COUNTY OF Butler :

Cornerstone
Real Estate
Company I, LLC

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of _____, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Cornerstone Real Estate Company I, LLC, as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman

Notary Public
My Commission Expires: JAMES McCORD ZIMMERMAN
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Data. Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF Ohio :
: SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Grand Hill, Inc. as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Grand Hill, Inc., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman

Notary Public
My Commission Expires: JAMES McCORD ZIMMERMAN
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Data. Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF Ohio :
: SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Cinmar, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Cinmar, Inc., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
Notary Public
My Commission Expires: JAMES McCORD ZIMMERMAN
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Date: Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF Ohio :
: SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Ballad Designs, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Ballad Designs, Inc., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
Notary Public
My Commission Expires: JAMES McCORD ZIMMERMAN
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Date: Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF Ohio :
: SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Smith + Noble, LLC, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Smith + Noble, LLC, as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
Notary Public
My Commission Expires: _____

JAMES McCORD ZIMMERMAN
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Date, Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF Ohio :
: SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of _____, as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Cornerstone Holding Group, Inc. as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

The Cornerstone Holdings Group, Inc.

James M. Zimmerman
Notary Public
My Commission Expires: _____

JAMES McCORD ZIMMERMAN
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Date, Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Cornerstone Brands, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Cornerstone Brands, Inc., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

James M. Zimmerman
Notary Public
My Commission Expires: **JAMES McCORD ZIMMERMAN**
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Date: Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF Ohio :
 : SS
COUNTY OF Butler :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared John V. Schaefer to me known personally, who, being by me duly sworn, did say that he/she is the Secretary of Cornerstone Brands, Inc., as Grantor, and that said Intellectual Property Security Agreement was signed on behalf of said Cornerstone Brands Group, Inc., as Grantor, by authority of its board of directors, and the said John V. Schaefer acknowledged said instrument to be his/her free act and deed.

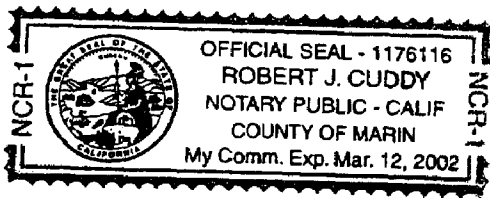
The Cornerstone Brands Group, Inc.

James M. Zimmerman
Notary Public
My Commission Expires: **JAMES McCORD ZIMMERMAN**
Attorney at Law
NOTARY PUBLIC - STATE OF OHIO
My Commission Has No Expiration
Date: Section 147.03-37 O.R.C.

ACKNOWLEDGMENT

STATE OF CA :
 : SS
COUNTY OF Marin :

Before me, the undersigned, a Notary Public, on this 10th day of October, 2001, personally appeared Charles Slaughter to me known personally, who, being by me duly sworn, did say that he/she is the _____ of _____, as Borrower, and that said Intellectual Property Security Agreement was signed on behalf of said _____, as Grantor, by authority of its board of directors, and the said _____ acknowledged said instrument to be his/her free act and deed.



Robert Cuddy
Notary Public
My Commission Expires: 3-12-02

ACKNOWLEDGMENT

STATE OF _____ :
 : SS
COUNTY OF _____ :

Before me, the undersigned, a Notary Public, on this ____ day of October, 2001, personally appeared _____ to me known personally, who, being by me duly sworn, did say that he/she is the _____ of _____, as Borrower, and that said Intellectual Property Security Agreement was signed on behalf of said _____, as Grantor, by authority of its board of directors, and the said _____ acknowledged said instrument to be his/her free act and deed.

Notary Public
My Commission Expires: _____

SCHEDULE A**COPYRIGHT COLLATERAL****Registered Copyrights**

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Blinds Plus: Windoware Source Guide	TX 4302925	6/7/96
USA	Windoware 1995 Catalog of Blinds, Shutters and Shades	TX 4289315	6/7/96
USA	Windoware	TX 4316687	7/1/96
USA	Ballard Designs: Accents For the Home and Garden Serial	TX 5058911 TX 5110404 TX 5110403 TX 5110402 TX 5101425 TX 5098133 TX 5098134	12/15/99 4/3/00 4/3/00 4/3/00 5/15/00 5/15/00 5/15/00
USA	Ballard Designs: Accents for the Home and Garden	TX 4543560 TX 4543559 TX 4572686 TX 4572685	7/24/97 7/24/97 11/5/97 11/5/97
USA	Ballard Designs: Accents For the Home and Garden	TX 4373828	5/30/96
USA	Ballard Designs: Accents for the Home and Garden	TX 4373829 TX 4373830 TX 4408411 TX 4447218 TX 4408410	5/30/96 5/30/96 3/12/97 3/12/97 3/12/97
USA	Ballard Designs: Architectural Accents for the Home and Garden: Winter 1991; Ballard Designs Catalogue	VA 528141	3/11/91
USA	Ballard Designs—Accents for the Home and Garden: Holiday 1991	VA 493955	10/8/91
USA	Architectural Accents For the Home and Garden: Early Spring 1991	VA 464715	3/11/91

USA	Ballard Designs Architectural Accents for the Home and Garden: Spring 1990	VA 405600	2/7/90
USA	Ballard Designs Architectural Accents for the Home and Garden: Summer 1990	VA 406622	7/18/90
USA	Ballard Designs: Accents for the Home and Garden. Serial.	TX 4022384 TX 4022385	1/19/95 1/19/95
USA	Ballard Designs: Accents for the Home and Garden. Serial	TX 3809844 TX 3809845 TX 3795126	10/12/93 10/12/93 4/4/94
USA	Ballard Designs: Accents for the Home and Garden. Serial	TX 3709816 TX 3729052	1/10/94 1/10/94
USA	Ballard Designs: Accents for the Home and Garden. Serial	TX 3479854	2/11/93
USA	Ballard Designs: Accents for the Home and Garden. Serial	VA 472648 VA 518447 TX 3434449	9/6/91 7/28/92 11/2/92

USA	B-D 2000 and 18 other titles. Notice of Security Interest to Copyright. Works: BD-Summer 2000 BD-June 2000 BD-May 2000 BD-Spring preview 2000 BD-April 2000 BD-March 2000 BD-February 2000 BD-January 2000 BD-August 1999 BD-July 1999 BD-June 1999 BD-May 1999 BD-March 1999 BD-January 1999 BD-Holiday Preview 1998 BD-September 1998 BD-July 1998 BD-April 1998 BD-January 1998 BD-Holiday 1990 BD-January 1999	TX 5098133 TX 5098134 TX 5202425 TX u927542 TX u927541 TX u927540 TX 5057769 TX 5058696 TX 5019140 TX 5019141 TX 5058911 TX 5038674 TX 4869323 TX 4918850 TX 4869322 TX 4869321 TX 4762545 TX 4762697 TX 4763048 VA 431373 TX 4918850	10/18/00
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Pending Copyright Applications

Jurisdiction

Title

Application No.

Application Date

SCHEDULE B

PATENT COLLATERAL

Registered Patents

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	LapTop Computer Case Design	D360,978	08/08/95
USA	Direct Measuring Devices	5,510,891	04/23/96

Pending Patent Applications

<u>Jurisdiction</u>	<u>Title</u>	<u>Application No.</u>	<u>Application Date</u>
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SCHEDULE C**TRADEMARK COLLATERAL****Registered Trademarks**

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>
US Federal	Isabella Bird	2,185,702	9/1/98
US Federal	The Territory Ahead	2,132,340	1/27/98
US Federal	Misc. Design	2,128,829	1/13/98
US Federal	The Territory Ahead	1,636,913	2/5/91
US Federal	Misc. Design	1,636,156	2/26/91
US Federal	America's Leading Resource for Window Treatments	2,441,084	4/3/01
US Federal	Window Elements	2,193,719	10/6/98
US Federal	Windoware	1,870,879	12/27/94
US Federal	Smith & Noble	1,870,878	12/27/94
US Federal	Long-Distance	2,314,444	2/1/00
US Federal	Island Breeze	2,268,944	8/10/99
US Federal	Not-Quite-Tights	2,208,738	12/8/98
US Federal	Travel Denim	2,208,735	12/8/98
US Federal	Packable Explorer's Pants	2,245,573	5/18/99
US Federal	The Indispensable Black Travel Dress	2,260,435	7/13/99
US Federal	Fjord Fleece	2,208,723	12/8/98
US Federal	Ultimate Travel Skirt	2,250,983	6/8/99
US Federal	Hands-Off Handbag	2,208,718	12/8/98
US Federal	The Ultimate Sweater	2,137,636	2/17/98
US Federal	Misc. Design	1,942,987	12/19/95
US Federal	Travel Smith	1,835,790	5/10/94
US Federal	The Ultimate Grill	2,223,183	2/9/99
US Federal	Splash	2,049,193	4/1/97
US Federal	Enhancing Your Life at Home	1,812,526	12/21/93
US Federal	Frontgate	1,746,590	1/12/93
US Federal	Gentlemen's Domain	2,714,493	5/6/03
US Federal	Your Homepage for the Home	2,679,130	1/21/03

US Federal	Outfitting America's Finest Homes	2,652,908	11/19/02
US Federal	Ballard Designs	2,192,388	9/29/98
US Federal	Misc. Design	2,193,876	10/6/98
US Federal	Ballard's Backroom	2,221,509	2/2/99
US Federal	Garnet Hill	1,829,433	4/5/94
California	Blinds Plus	39,332	10/2/91
US Federal	Smith + Noble	2,534,870	1/29/02
US Federal	Windoware	2,534,872	1/29/02
US Federal	Nature's Floor	2,513,424	11/27/01
US Federal	Window Elements	2,534,871	1/29/02

Trademark Applications

<u>Jurisdiction</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Application Date</u>
US Federal	UltraWood	76/150,110	10/17/00
US Federal	Misc. Design	74/507,889	
US Federal	Queen Bee Antiques & Design	75/784,608	8/25/99
US Federal	Jessitt-Gold Interiors	76/511,308	5/2/03
US Federal	Smith + Noble	76/352,045	12/20/01
US Federal	Grandin Road	76/491,334	2/21/03
US Federal	Garnet Hill	76/343,858	12/3/01

Trademark Licenses

SCHEDULE D

DOMAIN NAMES

Brand	Domain Name
Cornerstone Brands	cornerstonebrands.com cbi-retail.com
CCSG	ccsginc.com ccsg-inc.com cornerstoneservices.net
Ballard Designs	ballarddesigns.com ballarddesigns.net eballard.com ballard-designs.net ballard-designs.org ballarddesigns.tv ballard-designs.tv e-ballarddesigns.com ballarddesignsonline.com ballard-designsonline.com ballard-designsonline.net
Frontgate	frontgate.com ultimategrill.com frontgatesplash.com mosquitobuzz.com cinmar.com fgsplash.com gentlemensdomain.com gentlemandomain.com gentiemendomain.com gentlemansdomain.com ultimategrills.com frontgatefurniture.com cinmar.net frontgate.net splashcatalog.com frontgatecatalog.com holidayhomedecor.com christmas-trees-and-more.com grandinroad.com grandinroad.net grandin-road.com grandin-road.net

Grandinroadcatalog.com
grandinroadonline.com

Garnet Hill

Garnethill.com
Garnethillonline.com
Garnetkids.com
Garnethome.com
Garnetwear.com
Garnetstyle.com
Garnetsheets.com
Garnetdesign.com
Garnetexclusive.com
Garnetflannel.com
Garnetcatalog.com
Garnethillcatalog.com
Garnethill.com
Garnethill.org

Smith+Noble

smithandnoble.com
smithnoble.com
freeswatch.com
freeswatches.com
windowarecatalog.com
windowarecatalog.net
windowaresourcebook.com
windowelements.com
ewindoware.com
ewindowware.com
e-windoware.com
e-windowware.com
iwindoware.com
iwindowware.com
i-windoware.com
i-windowware.com
smithandnobel.org
smithandnoble.net
smithandnobel.net
smithnoble.net
windowaresourcebook.net
windowelements.net
freeswatch.net
freeswatch.org
freeswatches.net
freeswatches.org

The Territory Ahead

TTAHEAD.COM
THETERRITORYAHEAD.COM
TERRITORYAHEAD.COM

TERRITORYAHEAD.NET
TERRITORYAHEAD.COM
ISABELLABIRD.COM

TravelSmith

travelsmith.com