04-20-2004

Form PTO-1594
(Rev. 03/01)
OMB No. 0651-0027 (exp. 5/31/2002)
Tab settings ⇨⇨⇨

102725121

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

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

4-19-04

1. Name of conveying party(ies):
WM. WRIGHT CO.

- [ ] Individual(s)
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [x] Corporation-State
- [ ] Other

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

2. Name and address of receiving party(ies)
Name: CapitalSource Finance LLC, as Agent
Internal Address:
Street Address: 4445 Willard Avenue, 12th Fl.
City: Chevy Chase State: MD Zip: 20815

- [ ] Individual(s) citizenship
- [ ] Association
- [ ] General Partnership
- [ ] Limited Partnership
- [ ] Corporation-State
- [x] Other Limited Liability Company

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 [x] No

3. Nature of conveyance:

- [ ] Assignment
- [ ] Merger
- [x] Security Agreement
- [ ] Change of Name
- [ ] Other

Execution Date: 04/08/2004

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

A. Trademark Application No.(s)
See attached Schedule

B. Trademark Registration No.(s)
See Attached Schedule

Additional number(s) attached [x] Yes [ ] No

5. Name and address of party to whom correspondence concerning document should be mailed:
Name: Federal Research Corporation
Internal Address:
Street Address: 1030 15th Street NW, Suite 920
City: Washington State: DC Zip: 20005

6. Total number of applications and registrations involved: 31

7. Total fee (37 CFR 3.41) $750.00

- [ ] Enclosed
- [ ] Authorized to be charged to deposit account

8. Deposit account number:

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ASSIGNMENTS DIV

DO NOT USE THIS SPACE

9. Signature.

Loukia Harris — Name of Person Signing
Loukia Harris — Signature
April 15, 2004 — Date

Total number of pages including cover sheet, attachments, and document: 33

04/20/2004 GTON11 00000004 1358165
01 FC:8521 40.00 OP
02 FC:8522 750.00 OP

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

SCHEDULE – TRADEMARKS (Wm. Wright Co.)

I. a. TRADEMARK REGISTRATIONS – U.S.			
REG. NO.	MARK	COUNTRY	REG. DATE
1,358,165	BALENE	U.S.A.	09/03/85
435,827	BONDEX (Stylized)	U.S.A.	01/13/48
1,048,584	BONDEX	U.S.A.	09/21/76
1,117,715	BONDEX (Stylized)	U.S.A.	05/08/79
507,382	BOYE and Design	U.S.A.	03/08/49
757,410	BOYE and Design	U.S.A.	09/24/63
752,483	BOYE and Design	U.S.A.	07/09/63
908,314	BOYE	U.S.A.	02/23/91
1,391,688	CROCHET MASTER	U.S.A.	04/29/86
821,181	DIANA	U.S.A.	12/27/66
819,155	DIANA (and design)	U.S.A.	11/22/66
2,226,594	EZ (Stylized)	U.S.A.	08/03/99
1,188,748	EZ INTERNATIONAL	U.S.A.	02/02/82
2,299,401	EZ QUILTING	U.S.A.	12/14/99
1,346,416	IRONTEX	U.S.A.	07/02/85
1,640,598	KNITMATES	U.S.A.	04/09/91
2,320,261	LENDING TEXTILE INC.	U.S.A.	02/22/00
2,320,262	LTI	U.S.A.	02/22/00
820,815	NEEDLE MASTER	U.S.A.	12/20/66
821,358	PERFECTION POINTS	U.S.A.	12/27/66
1,446,521	SHOULDER LITES	U.S.A.	07/07/87

974,394	SOFT AND EASY	U.S.A.	12/04/73
1,367,420	TRIM-PRO	U.S.A.	10/29/85
1,417,539	WHALE (Design)	U.S.A.	11/18/86
1,354,141	WRIGHTS	U.S.A.	08/13/85
904,123	WRIGHTS	U.S.A.	12/15/70
2,341,798	WRIGHTS DESIGNER CLASSICS	U.S.A.	04/11/00
2,339,127	WRIGHT'S CREATIVE CLASSICS	U.S.A.	04/04/00
2,339,128	WRIGHT'S TRADITIONAL CLASSICS	U.S.A.	04/04/00
833,730	PERMA-TRIM	U.S.A.	08/15/67
2,742,180	WRIGHT'S HOME COLLECTION	U.S.A.	07/29/03

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT, dated as of April 8, 2004, is made by SIMPLICITY PATTERN CO. INC., a Delaware corporation ("Simplicity"), LENDING TEXTILE CO., INC., a Pennsylvania corporation ("Textile"), CONSO INTERNATIONAL CORPORATION, a South Carolina corporation ("Conso") and WM. WRIGHT CO., a Delaware corporation ("Wright"; together with Conso, Textile and Simplicity, each a "Grantor" and collectively, the "Grantors"), in favor of CAPITALSOURCE FINANCE, LLC, a Delaware limited liability company, as administrative agent and collateral agent for the Lenders under the Loan Agreement (in such capacity, the "Secured Party").

W I T N E S S E T H:

WHEREAS, pursuant to that certain Revolving Credit, Term Loan, Guaranty and Security Agreement dated as of the date hereof by and between Grantors, the other Credit Parties, Secured Party and Lenders (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lenders have agreed to make the Loans for the benefit of Borrowers; and

WHEREAS, Lenders are willing to make the Loans as provided for in the Loan Agreement, but only upon the condition, among others, that Grantors shall have executed and delivered to Secured Party this Intellectual Property Security Agreement;

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

Section 1. DEFINED TERMS. All capitalized terms used but not otherwise defined herein have the meanings given to them in the Loan Agreement.

Section 2. REAFFIRMATION GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantors now or hereafter existing from time to time, each Grantor hereby reaffirms its grant to Secured Party, for itself and for the benefit of the Lenders, of a continuing first priority security interest (other than Priority Permitted Liens) in the Collateral and further collaterally pledges and grants to Secured Party, for itself and for the benefit of the Lenders, a continuing first priority security interest (other than Priority Permitted Liens) in all of such Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

(a) all of its Patents and Patent Licenses including those referred to on Schedule I hereto;

(b) all of its Trademarks and Trademark Licenses including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses including those referred to on Schedule III hereto;

(d) all reissues, continuations or extensions of the foregoing;

(e) all goodwill of the business connected with the use of, and symbolized by, each Patent, each Patent License, each Trademark, each Trademark License, each Copyright and each Copyright License; and

(f) all products and proceeds of the foregoing, including, without limitation, any claim by such Grantor against third parties for past, present or future (i) infringement or dilution of any Patent or Patent licensed under any Patent License, (ii) injury to the goodwill associated with any Patent or any Patent licensed under any Patent License, (iii) infringement or dilution of any Trademark or Trademark licensed under any Trademark License, (iv) injury to the goodwill associated with any Trademark or any Trademark licensed under any Trademark License, (v) infringement or dilution of any Copyright or Copyright licensed under any Copyright License, and (vi) injury to the goodwill associated with any Copyright or any Copyright licensed under any Copyright License.

Section 3. REPRESENTATIONS AND WARRANTIES. Each Grantor represents and warrants that such Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. Each Grantor's Patents, Trademarks and Copyrights are subsisting and enforceable, are solely owned by a Grantor and no Grantor has received any written notice of any claim that the use of any Patent, Trademark or Copyright violates the rights of any third party. This Intellectual Property Security Agreement is effective to create a valid and continuing Lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Secured Party in all of each Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, each Grantor. Upon filing of this Intellectual Property Security Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Secured Party's Lien on each Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

Section 4. COVENANTS. Each Grantor covenants and agrees with Secured Party that from and after the date of this Intellectual Property Security Agreement and until the Termination Date:

(a) Such Grantor shall notify Secured Party immediately if it knows or has reason to know that any application or registration relating to any Patent, Trademark or Copyright (now or hereafter existing) is reasonably likely to become abandoned or dedicated, or of any adverse determination or development (including the institution of, or any such determination or development in, any inter partes proceeding in the United States Patent and Trademark Office, the United States Copyright Office or in any court) regarding such Grantor's ownership of any

Patent, Trademark or Copyright, its right to register the same, or to own and maintain the same.

(b) In no event shall such Grantor, either directly or through any agent, employee, licensee or designee, file an application for the registration of any Patent, Trademark or Copyright with the United States Patent and Trademark Office, the United States Copyright Office or any similar office or agency without giving Secured Party prior written notice thereof, and, upon written request of Secured Party, such Grantor shall execute and deliver a supplement hereto (in form and substance satisfactory to Secured Party) to evidence Secured Party's Lien on such Patent, Copyright or Trademark and the goodwill and General Intangibles of such Grantor relating thereto or represented thereby.

(c) Such Grantor shall take all actions necessary (consistent with such Grantor's reasonable business judgment) or requested by Secured Party to maintain and pursue each application, to obtain the relevant registration and to maintain the registration of each of the Patents or Trademarks (now or hereafter existing), including the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition and interference and cancellation proceedings.

(d) In the event that any Grantor becomes aware that any Intellectual Property is infringed upon, misappropriated or diluted by a third party, such Grantor shall promptly notify Secured Party after such Grantor learns thereof. Unless such Grantor shall reasonably determine that such Intellectual Property is not material to the conduct of its business or operation, such Grantor shall promptly take all actions as shall be appropriate under the circumstances to protect such Intellectual Property, including, without limitation, filing suit for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution.

Section 5. SECURITY AGREEMENT. The security interests granted pursuant to this Intellectual Property Security Agreement are granted in conjunction with the security interests granted to Secured Party pursuant to the Loan Agreement. Each Grantor hereby acknowledges and affirms that the rights and remedies of Secured Party with respect to the security interest in the Intellectual Property Collateral made and granted hereby are more fully set forth in the Loan Agreement, the terms and provisions of which are incorporated by reference herein as if fully set forth herein.

Section 6. REINSTATEMENT. This Intellectual Property Security Agreement shall remain in full force and effect and continue to be effective should any petition be filed by or against any Grantor for liquidation or reorganization, should any Grantor become insolvent or make an assignment for the benefit of any creditor or creditors or should a receiver or trustee be appointed for all or any significant part of any Grantor's assets, and shall continue to be effective or be reinstated, as the case may be, if at any time payment and performance of the Obligations, or any part thereof, is, pursuant to applicable law, rescinded or reduced in amount, or must otherwise be restored or returned by any obligee of the Obligations, whether as a "voidable preference," "fraudulent conveyance," or otherwise, all as though such payment or performance had not been

made. In the event that any payment, or any part thereof, is rescinded, reduced, restored or returned, the Obligations shall be reinstated and deemed reduced only by such amount paid and not so rescinded, reduced, restored or returned.

Section 7. Indemnification. (A) Each Grantor assumes all responsibility and liability arising from the use of the Patents, Trademarks and/or Copyrights and each Grantor hereby indemnifies and holds Agent and each Lender harmless from and against any claim, suit, loss, damage or expense (including reasonable attorneys' fees) arising out of such Grantor's operations of its business from the use of the Patents, Trademarks and/or Copyrights. (B) In any suit, proceeding or action brought by Agent or any Lender under any Patent License, Trademark License or Copyright License for any sum owing thereunder, or to enforce any provisions of such license, Grantors will indemnify and keep Agent and each Lender harmless from and against all expense, loss or damage suffered by reason of any defense, set off, counterclaim, recoupment or reduction or liability whatsoever of the obligee thereunder, arising out of a breach of the applicable Grantor of any obligation thereunder or arising out of any other agreement, indebtedness or liability at any time owing to or in favor of such obligee or its successors from such Grantor, and all such obligations of such Grantor shall be and remain enforceable against and only against such Grantor and shall not be enforceable against Agent or any Lender.

Section 8. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication with respect to this Intellectual Property Security Agreement, each such notice, demand, request, consent, approval, declaration or other communication shall be in writing and shall be given in the manner, and deemed received, as provided for in the Loan Agreement.

Section 9. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Intellectual Property Security Agreement shall terminate upon the Termination Date.

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONSO INTERNATIONAL CORPORATION

By: _____
Name: Peter F. Reilly
Title: E. Vice President

SIMPLICITY PATTERN CO. INC.

By: _____
Name: Peter F. Reilly
Title: E. Vice President

WM. WRIGHT CO.

By: _____
Name: Peter F. Reilly
Title: E. Vice President

LENDING TEXTILE CO., INC.

By: _____
Name: Peter F. Reilly
Title: Assistant Treasurer

ACCEPTED and ACKNOWLEDGED by:

CAPITALSOURCE FINANCE LLC

By: _____
Name: _____
Title: _____

[SIGNATURE PAGE TO IP SECURITY AGREEMENT]

IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

CONSO INTERNATIONAL CORPORATION

By: _____
Name: _____
Title: _____

SIMPLICITY PATTERN CO. INC.

By: _____
Name: _____
Title: _____

WM. WRIGHT CO.

By: _____
Name: _____
Title: _____

LENDING TEXTILE CO., INC.

By: _____
Name: _____
Title: _____

ACCEPTED and ACKNOWLEDGED by:

CAPITALSOURCE FINANCE LLC

By: _____
Name: Joseph Turitz
Title: General Counsel

PART A –

CONSO INTERNATIONAL CORPORATION

SCHEDULE I - PATENTS (CONSO INTERNATIONAL CORPORATION)

I. a. PATENT REGISTRATIONS – U.S.				
PATENT NO.	TITLE	COUNTRY	ISSUE DATE	
NONE				
I. b. PATENT REGISTRATIONS – Foreign				
PATENT NO.	TITLE	COUNTRY	ISSUE DATE	
NONE				
II. PATENT APPLICATIONS				
APPL. NO.	TITLE	COUNTRY	FILING DATE	
NONE				

III. PATENT LICENSES			
Name of Agreement	Date of Agreement	Parties	Patent
NONE			

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SCHEDULE II – TRADEMARKS (CONSO INTERNATIONAL CORPORATION)

I. a. TRADEMARK REGISTRATIONS – U.S.				
REG. NO.	MARK	COUNTRY	REG. DATE	
1,978,322	CONSO	U.S.A.	06/04/96	
1,978,323	CONSO (& design)	U.S.A.	06/04/96	
1,821,378	CLEARWARE DECORATING SYSTEM (Stylized)	U.S.A.	02/15/94	
2,214,183	DUITALL FABRIC MASTER	U.S.A.	12/29/98	
2,227,320	CLAESSON	U.S.A.	03/02/99	
2,227,321	CLAESSON (Stylized)	U.S.A.	03/02/99	
I. b. TRADEMARK REGISTRATIONS – Foreign				
REG. NO.	MARK	COUNTRY	REG. DATE	
TMA 434,408	DUITALL FABRIC MASTER	CANADA	10/14/94	
II. TRADEMARK APPLICATIONS				
APPL. NO.	MARK	COUNTRY	FILE DATE	
NONE				
III. TRADEMARK LICENSES				
Name of Agreement	Date of Agreement	Parties		Trademark
NONE				

SCHEDULE III – COPYRIGHTS (CONSO INTERNATIONAL CORPORATION)

I. a. COPYRIGHT REGISTRATIONS – U.S.			
Copyright	Reg. No.	Date	
Conso collection of braids for blinds	VA-459-610	04/29/91	
Conso collection of braids for blinds	VA-456-933	04/15/91	
DUITALL FABRIC MASTER Do-It-Yourself Idea Book	TX3-868-626	06/03/94	
Clearware Decorating System Window Topper Do-It Yourself Idea Book	TX3-981-111	01/30/95	

I. b. COPYRIGHT REGISTRATIONS – Foreign			
Copyright	Reg. No.	Date	
NONE			

II. COPYRIGHT APPLICATIONS			
Copyright	Application No.	Date	
NONE			

III. COPYRIGHT LICENSES			
Name of Agreement	Date of Agreement	Parties	Copyright
NONE			

PART B –

SIMPLICITY PATTERN CO. INC.

SCHEDULE I - PATENTS (SIMPLICITY PATTERN CO. INC.)

I. a. PATENT REGISTRATIONS – U.S.				
PATENT NO.	TITLE	COUNTRY	ISSUE DATE	
NONE				
I. b. PATENT REGISTRATIONS – Foreign				
PATENT NO.	TITLE	COUNTRY	ISSUE DATE	
NONE				
II. PATENT APPLICATIONS				
APPL. NO.	TITLE	COUNTRY	FILING DATE	
NONE				

III. PATENT LICENSES			
Name of Agreement	Date of Agreement	Parties	Patent
NONE			

SCHEDULE II – TRADEMARKS (Simplicity Pattern Co. Inc.)

I. a. TRADEMARK REGISTRATIONS – U.S.				
REG. NO.	MARK	COUNTRY	REG. DATE	
2,808,669	SIMPLICITY	U.S.A.	01/27/04	
2,585,152	SIMPLICITY TRIMS	U.S.A.	06/25/02	
2,282,887	SIMPLICITY	U.S.A.	10/05/99	
2,282,886	SIMPLICITY	U.S.A.	10/05/99	
2,280,074	SIMPLICITY	U.S.A.	09/21/99	
2,188,571	THE PANEL PLACE	U.S.A.	09/08/98	
2,106,457	DESIGN YOUR OWN	U.S.A.	10/21/97	
1,784,085	YES I CAN	U.S.A.	07/27/93	
1,914,892	SIMPLY THE BEST	U.S.A.	08/29/95	
1,664,976	IT'S SO EASY IT'S SIMPLICITY	U.S.A.	11/19/91	
1,642,911	SIMPLICITY DOLL HOUSE	U.S.A.	04/30/91	
1,553,693	NEW LOOK	U.S.A.	08/29/89	
1,482,464	SIMPLICITY	U.S.A.	03/29/88	
1,466,326	SIMPLICITY HOUSE	U.S.A.	11/24/87	
1,426,278	SIMPLICITY	U.S.A.	01/27/87	
1,135,739	YES I CAN!	U.S.A.	05/20/1980	
891,787	STYLE	U.S.A.	05/26/1970	
816,384	SIMPLICITY PERSONAL FIT	U.S.A.	10/04/1966	
508,225	SIMPLICITY	U.S.A.	04/05/1949	
514,739	SIMPLICITY	U.S.A.	09/06/1949	
805,145	JIFFY	U.S.A.	03/08/1966	
1,372,517	STYLE	U.S.A.	11/26/1985	

I. b. TRADEMARK REGISTRATIONS – Foreign				
REG. NO.	MARK	COUNTRY	REG. DATE	
TMA 409516	IT'S SO EASY IT'S SIMPLICITY	CAN	03/12/1993	
TMA 365397	SIMPLICITY	CAN	02/16/1990	
TMA 457461	NEW LOOK (Stylized)	CAN	05/24/1996	
UCA 017780	SIMPLICITY	CAN	12/04/1941	
TMDA 047556	SIMPLICITY	CAN	09/18/1929	
71916	SIMPLICITY	BNLX	10/28/1971	
507043	NEW LOOK	BNLX	10/23/1991	
96 651740	ELEGANCE	FRANCE	11/21/1996	
93 468486	SIMPLICITY	FRANCE	05/14/1993	
1488737	SIMPLICITY	FRANCE	09/15/1988	
97 699607	NEW LOOK	FRANCE	10/15/1997	
93 484969	SIMPLICITY	FRANCE	09/24/1993	
858928	SIMPLICITY	GERMANY	07/04/1969	
144512	SIMPLICITY	HUNGARY	05/13/1997	
546459	SIMPLICITY (Stylized)	ITALY	07/18/1988	
661285	SIMPLICITY	ITALY	11/08/1995	
159849	SIMPLICITY	NORWAY	11/04/1993	
69398	SIMPLICITY	NORWAY	07/05/1996	
100929	SIMPLICITY	POLAND	03/03/1998	
1788189M7	SIMPLICITY	SPAIN	04/05/1994	
115603	SIMPLICITY	SWEDEN	03/04/1966	
104461	SIMPLICITY	SWEDEN	11/30/1962	

676635	SIMPLICITY	UK	02/01/1949	
1017244	MAUDELLA NEW LOOK	UK	09/07/1973	
B1483359	IT'S SO EASY IT'S SIMPLICITY	UK	01/19/1996	
1344738	SIMPLICITY FASHION TRIMS	CTM	12/19/2000	
707125	NEW LOOK	CTM	12/17/1999	
1092691	SIMPLICITY	CTM	06/07/2000	
361329	SIMPLICITY KIDS	CTM	07/08/1998	
1966569	SIMPLICITY	JAPAN	07/23/1987	
3163965	SIMPLICITY	JAPAN	06/28/1996	
103004	SIMPLICITY	AUSTRALIA	06/27/1950	
438856	JIFFY	AUSTRALIA	01/07/1986	
473663	SIMPLICITY	AUSTRALIA	09/30/1987	
568418	IT'S SO EASY IT'S SIMPLICITY	AUSTRALIA	11/27/1991	
679048	SIMPLICITY	AUSTRALIA	11/23/1995	
717618	SIMPLICITY KIDS	AUSTRALIA	09/17/1996	

II. TRADEMARK APPLICATIONS

APPL. NO.	MARK	COUNTRY	FILING DATE	
NONE				

III. TRADEMARK LICENSES

Name of Agreement	Date of Agreement	Parties	Trademark
Ali, Khalia	Aug. 29, 2003	Ali, Khalia	Khaliah Ali

American Sewing Guild	Sept. 18, 2003	American Sewing Guild	American Sewing Guild
Aslanian, Donna	May 30, 1999	Aslanian, Donna	Prism Designs
Belle of the Ball	Sept. 17, 2003	Belle of the Ball	Belle of the Ball
Blunt, Julianna	Feb. 14, 1999	Blunt, Julianna	Julianna Blunt
Botsford, Shirley Design Associates, Inc.	Jan. 11, 1985	Botsford, Shirley Design Associates, Inc.	Shirley Botsford
Bower, Carla	Mar. 24, 2003	Bower, Carla	Carla Bower
Bressler, Kathy	Sept. 03, 1999	Bressler, Kathy	Cattle Kate
Burns, Eleanor	Oct. 7, 2003	Burns, Eleanor	Quilt in a Day
Colburn, June	Oct. 18, 2001	Colburn, June	June Colburn Designs II, Inc.
Daisy Kingdom, Inc. (Springs Licensing Group, Inc.)	Jan. 01, 2003	Daisy Kingdom, Inc. (Springs Licensing Group, Inc.)	Daisy Kingdom
D'Andrea, Debbie	Dec. 20, 2000	D'Andrea, Debbie	Playhouse Publishing
Davis, Jana	June 13, 1995	Davis, Jana	Sunrise Designs
Densley, Andrea (A. Morgan Densley)	June 18, 2002	Densley, Andrea (A. Morgan Densley)	Legacy
Disney Enterprises, Inc.	Jan. 01, 2002	Disney Enterprises, Inc.	Standard, Winnie the Pooh, Toy Story, Toy Story 2, Classics, Little Mermaid, Pocahontas, Toy Story & Beyond
Echard, Sheryl	Feb. 24, 2003	Echard, Sheryl	Straw Stockings
Fiber Mosaics	Nov. 4, 2002	Fiber Mosaics	Leslie Beck
Greenlee, Rebekah	Nov. 01, 1999	Greenlee, Rebekah	Rag Bag Treasures
Heigl, Elaine	Apr. 14, 1992	Heigl, Elaine	Elaine Heigl
Heigl, Elaine/Nortstrom, Teresa	Apr. 30, 1998	Heigl, Elaine/Nortstrom, Teresa	Heigl/Dunn

TRADEMARK
REEL: 002951 FRAME: 0923

Kelly, Martha	Aug. 14, 1998	Kelly, Martha	Martha McCain
Kim, Hyongin	Jul. 8, 2002	Kim, Hyongin	In K
Lang, Donna	Mar. 21, 1986	Lang, Donna	Donna Lang
LaQuey, Theresa	Aug. 26, 1998	LaQuey, Theresa	Theresa LaQuey
Le Blanc/Catherine	Dec. 11, 2003	Le Blanc/Catherine	Le Blanc, Catherine
McClintock, Jessica, Inc.	Feb. 15, 1978	McClintock, Jessica, Inc.	Jessica McClintock
McHugh Designs, Inc.	Dec. 09, 2002	McHugh Designs, Inc.	Nancy McHugh
Miliano, Terri	Feb. 01, 1996	Miliano, Terri	Angel Babies
Miller, Longia	Aug. 08, 1998	Miller, Longia	Longia Miller
Nortstrom, Teresa	May 1, 2001	Nortstrom, Teresa	Teresa Nordstrom
Payne, Susan	Jul. 25, 1999	Payne, Susan	Fancy Frocks
Reed, Patty	Mar. 1, 2003	Reed, Patty	Patty Reed
Reiss, Carla	May 15, 1997	Reiss, Carla	Reiss Design
Revson, Rommy Hunt	Dec. 09, 1992	Revson, Rommy Hunt	Rommy Hunt Revson
Schewe, Andrea	Nov. 12, 1991	Schewe, Andrea	Andrea Schewe
Simon & Schuster, Inc. United Media	Apr. 1, 2003	Simon & Schuster, Inc. United Media	Raggedy Ann & Andy
Van Zanten, Faith	Mar. 15, 1990	Van Zanten, Faith	Faith Van Zanten
Wagner-Miller, Patti	Dec. 01, 1999	Wagner-Miller, Patti	Patti Wagner-Miller
Warner Bros.	Jan. 01, 1997	Warner Bros.	The Wizard of Oz
Whitworth, Angeline	May 13, 1999	Whitworth, Angeline	Angeline Whitworth
Wiley Publishers	May 26, 2000	Wiley Publishers	for Dummies
Wilhite, Angie	Mar. 26, 2001	Wilhite, Angie	Angie Wilhite
Zunich, Karen	Sep. 01, 1999	Zunich, Karen	Designs by Karen Z.

TRADEMARK
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SCHEDULE III – COPYRIGHTS (Simplicity Pattern Co. Inc.)

I. a. COPYRIGHT REGISTRATIONS – U.S.			
Copyright Title	Reg. No.	Date	
Simplicity's Simply the Best Sewing Book	TX-2-392-647	08/31/88	
Simplicity's Simply the Best Home Decorating Book	TX-3-604-764	04/02/93	
Simplicity	TXU-704-154	08/28/95	
New Look	TXU-704-154	08/28/95	
Sewing on your own.	TX-40-194	02/27/78	
Sew it all for the home : Simplicity's how-to-book of sewing decorative fashions	TX-84-449	07/24/78	
Simplicity Yes I Can! Learn to sew patterns.	TX-92-220	08/21/78	
Metric's sew easy.	TX-92-221	08/21/78	
Fashion notebook	TX-92-222	08/21/78	
Simplicity fuss-free fit how to book	TX-98-126	04/06/78	
Simplicity Fuss-Free Fit : May fashion news.	TX-100-116	04/06/78	
Simplicity's Quilts & patches.	TX-195-859	02/12/79	
Sewing now with Simplicity	TX-325-302	09/10/79	
Simplicity's 76 great gifts.	TX-347-800	10/10/79	
New Simplicity sewing book	TX-390-337	12/19/79	
Simplicity's Needlework plus.	TX-466-553	04/16/80	
Simplicity's Pillow ideas	TX-515-102	07/03/80	
Simplicity's Crafty ideas for the home	TX-538-079	08/11/80	
Simplicity's Knit & crochet	TX-542-081	09/05/80	

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Simplicity's Americana crafts : authentic and practical crafts, heirloom projects to make and cherish	TX-592-106	12/08/80	
Simplicity easy ways to decorate your kitchen	TX-658-443	02/09/81	
Simplicity kids crafts	TX-664-242	04/06/81	
Simplicity timeless fashions	TX-732-518	07/06/81	
Simplicity quick & quilted projects	TX-771-271	09/15/81	
Simplicity take-along crafts	TX-897-650	04/07/82	
Simplicity country-style decorating ideas.	TX-939-962	05/10/82	
Simplicity best bazaar crafts to make and sell	TX-989-759	09/08/82	
Simplicity baby book	TX-1-042-374	12/28/82	
Simplicity bridal sewing & crafts	TX-1-101-970	03/07/83	
Simplicity More quilts & patches	TX-1-175-058	06/29/83	
Simplicity Extra-Special Crafts for Holidays	TX-1-220-521	10/11/83	
The Revised A B C's of shortcut sewing	TX-1-409-311	09/17/84	
Simplicity stitchery around the house	TX-1-511-017	02/04/85	
Simplicity Fitting Book	TX-1-530-455	03/18/85	
Living with Simplicity : bedrooms	TX-1-542-869	04/08/85	
Living with Simplicity : family rooms	TX-1-542-870	04/08/85	
Living with Simplicity: heirloom treasures.	TX-1-599-286	06/27/85	
Simplicity's Country Christmas.	TX-1-633-850	06/27/85	
Living with Simplicity : home at Christmas.	TX-1-633-851	06/27/85	
Living with Simplicity : babytime decorating, 23 projects to make for...and toddler	TX-1-655-490	09/13/85	
Living with Simplicity : cozy corners.	TX-1-655-834	09/13/85	
Simplicity's quick & easy sewing for the home : windows	TX-4-069-882	07/06/95	

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Simplicity's quick & easy sewing for the home : bed & bath	TX-4-181-560	12/27/95	
Quick & easy sewing for the home : table toppers	TX-4-203-103	01/18/96	
New Look	TXu-704-155	08/28/95	
We make beautiful use of your time. Simplicity introduces Time Saver stretch knit patterns…	VA-3-199	02/27/78	
We make beautiful use of your time. Simplicity introduces the young romantics: pretty & soft	VA-3-200	02/27/78	
We make beautiful use of your time. Simplicity introduces Time Saver stretch knit patterns…	VA-3-201	02/27/78	
We make beautiful use of your time. Simplicity. Time Saver stretch knit pattern.	VA-3-202	02/27/78	
Easy sewing for all: Timesaving patterns from Simplicity. Simplicity Saver catalog	VA-3-203	02/27/78	
New Form Simplicity: Time Saver stretch knit.	VA-3-204	02/27/78	
Simplicity has E. S. P., the extra-sure pattern for you, today's busy…our extra-special person	VA-4-338	04/28/78	
New summer issue on sale here.	VA-4-339	04/28/78	
Simplicity sewing directions for owl.	VA-20-309	10/02/78	
Simplicity sewing direction for rabbit.	VA-20-310	10/02/78	
Simplicity sewing directions for kangaroo.	VA-20-311	10/02/78	
Simplicity sewing directions for duck.	VA-20-312	10/02/78	
Simplicity sewing directions for frog.	VA-20-313	10/02/78	
Simplicity sewing directions for penguin.	VA-20-314	10/02/78	
Simplicity sewing directions for dolphin.	VA-20-315	10/02/78	
Simplicity sewing directions for hippo.	VA-20-316	10/02/78	
Pumpkin Puss rub-on transfer.	VA-568-351	01/31/94	
Glow in the dark pumpkin puss.	VA-621-343	01/31/94	
Simplicity--we just got simpler	VA-795-146	03/08/96	

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Simplicity	VA-1-198-885	06/13/03	
New Look	VA-1-209-742	06/19/03	
New Look	VA-1-209-743	06/19/03	
New Look	VA-1-209-744	06/19/03	
New Look	VA-1-209-745	06/19/03	
New Look	VA-1-209-746	06/19/03	
New Look	VA-1-209-747	06/19/03	
New Look	VA-1-209-748	06/19/03	
New Look	VA-1-209-749	06/19/03	
New Look	VA-1-209-750	06/19/03	
New Look	VA-1-209-751	06/19/03	
New Look	VA-1-209-752	06/19/03	
New Look	VA-1-209-753	06/19/03	
New Look	VA-1-209-754	06/19/03	
New Look	VA-1-209-755	06/19/03	
New Look	VA-1-209-756	06/19/03	
New Look	VA-1-209-757	06/19/03	
New Look	VA-1-209-758	06/19/03	
New Look	VA-1-209-759	06/19/03	
New Look	VA-1-209-760	06/19/03	
New Look	VA-1-209-761	06/19/03	
New Look	VA-1-209-762	06/19/03	
New Look	VA-1-209-763	06/19/03	
New Look	VA-1-209-764	06/19/03	

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New Look	VA-1-209-765	06/19/03	
New Look	VA-1-209-766	06/19/03	
New Look	VA-1-209-767	06/19/03	
New Look	VA-1-209-768	06/19/03	
New Look	VA-1-209-769	06/19/03	
New Look	VA-1-209-770	06/19/03	
New Look	VA-1-209-771	06/19/03	
New Look	VA-1-209-772	06/19/03	
New Look	VA-1-209-773	06/19/03	
New Look	VA-1-209-774	06/19/03	
New Look	VA-1-209-775	06/19/03	
New Look	VA-1-209-776	06/19/03	
New Look	VA-1-209-777	06/19/03	
New Look	VA-1-209-778	06/19/03	
New Look	VA-1-209-779	06/19/03	
New Look	VA-1-209-780	06/19/03	
New Look	VA-1-209-781	06/19/03	
New Look	VA-1-209-782	06/19/03	
New Look	VA-1-209-783	06/19/03	
New Look	VA-1-209-784	06/19/03	
New Look	VA-1-209-785	06/19/03	
New Look	VA-1- 209-786	06/19/03	
New Look	VA-1-209-787	06/19/03	
New Look	VA-1-209-788	06/19/03	

New Look	VA-1-209-789	06/19/03	
New Look	VA-1-209-790	06/19/03	
New Look	VA-1-209-791	06/19/03	
New Look	VA-1-209-792	06/19/03	
New Look	VA-1-209-793	06/19/03	
New Look	VA-1-209-794	06/19/03	
New Look	VA-1-209-795	06/19/03	
New Look	VA-1-209-796	06/19/03	
New Look	VA-1-209-797	06/19/03	
New Look	VA-1-209-798	06/19/03	
New Look	VA-1-209-799	06/19/03	
New Look	VA-1-209-800	06/19/03	
New Look	VA-1-209-801	06/19/03	
New Look	VA-1-209-802	06/19/03	
New Look	VA-1-209-803	06/19/03	
New Look	VA-1-209-804	06/19/03	
New Look	VA-1-209-805	06/19/03	
New Look	VA-1-209-806	06/19/03	
New Look	VA-1-209-807	06/19/03	
New Look	VA-1-209-808	06/19/03	
New Look	VA-1-209-809	06/19/03	
New Look	VA-1-209-810	06/19/03	
New Look for kids	VA-1-224-231	06/19/03	
II. COPYRIGHT APPLICATIONS			

Copyright	Reg. No.	Date	
Simplicity Catalogs	Issued per Catalog (8 times a year)	Each Issue (8 times a year)	
New Look Catalogs	Issued per Catalog (4 times a year)	Each Issue (4 times a year)	
III. COPYRIGHT LICENSES			
Name of Agreement	Date of Agreement	Parties	Copyright
NONE			

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PART C – WM. WRIGHT CO.

SCHEDULE I - PATENTS (WM. Wright Co.)

I. a. PATENT REGISTRATIONS – U.S.				
PATENT NO.	TITLE	COUNTRY	ISSUE DATE	
NONE				
I. b. PATENT REGISTRATIONS – Foreign				
PATENT NO.	TITLE	COUNTRY	ISSUE DATE	
NONE				
II. PATENT APPLICATIONS				
APPL. NO.	TITLE	COUNTRY	FILING DATE	
NONE				

III. PATENT LICENSES			
Name of Agreement	Date of Agreement	Parties	Patent
NONE			

SCHEDULE II – TRADEMARKS (Wm. Wright Co.)

I. a. TRADEMARK REGISTRATIONS – U.S.

REG. NO.	MARK	COUNTRY	REG. DATE
1,358,165	BALENE	U.S.A.	09/03/85
435,827	BONDEX (Stylized)	U.S.A.	01/13/48
1,048,584	BONDEX	U.S.A.	09/21/76
1,117,715	BONDEX (Stylized)	U.S.A.	05/08/79
507,382	BOYE and Design	U.S.A.	03/08/49
757,410	BOYE and Design	U.S.A.	09/24/63
752,483	BOYE and Design	U.S.A.	07/09/63
908,314	BOYE	U.S.A.	02/23/91
1,391,688	CROCHET MASTER	U.S.A.	04/29/86
821,181	DIANA	U.S.A.	12/27/66
819,155	DIANA (and design)	U.S.A.	11/22/66
2,226,594	EZ (Stylized)	U.S.A.	08/03/99
1,188,748	EZ INTERNATIONAL	U.S.A.	02/02/82
2,299,401	EZ QUILTING	U.S.A.	12/14/99
1,346,416	IRONTEX	U.S.A.	07/02/85
1,640,598	KNITMATES	U.S.A.	04/09/91
2,320,261	LENDING TEXTILE INC.	U.S.A.	02/22/00
2,320,262	LTI	U.S.A.	02/22/00
820,815	NEEDLE MASTER	U.S.A.	12/20/66
821,358	PERFECTION POINTS	U.S.A.	12/27/66
1,446,521	SHOULDER LITES	U.S.A.	07/07/87

974,394	SOFT AND EASY	U.S.A.	12/04/73
1,367,420	TRIM-PRO	U.S.A.	10/29/85
1,417,539	WHALE (Design)	U.S.A.	11/18/86
1,354,141	WRIGHTS	U.S.A.	08/13/85
904,123	WRIGHTS	U.S.A.	12/15/70
2,341,798	WRIGHTS DESIGNER CLASSICS	U.S.A.	04/11/00
2,339,127	WRIGHT'S CREATIVE CLASSICS	U.S.A.	04/04/00
2,339,128	WRIGHT'S TRADITIONAL CLASSICS	U.S.A.	04/04/00
833,730	PERMA-TRIM	U.S.A.	08/15/67
2,742,180	WRIGHT'S HOME COLLECTION	U.S.A.	07/29/03

I. b. TRADEMARK REGISTRATIONS - Foreign

REG. NO.	MARK	COUNTRY	REG. DATE
A449496	BALENE	ASTL	08/01/86
A449494	WHALE DESIGN	ASTL	08/01/86
43483	BONDEX	CAN	01/26/53
TMDA14009	BOYE and Design	CAN	9/17/71
178,311	BOYE and Design	CAN	09/17/71
322,129	MAGIC-PLEATS and Design	CAN	12/26/86
206,182	WRIGHTS	CAN	03/27/75
162,530	WRIGHT'S	CAN	05/02/69
146696	WRIGHT'S	CTM	07/16/99
146605	BOYLE (Stylized)	CTM	04/01/96

146,662	BOYE and Design	CTM	04/01/96
1,256,292	WRIGHTS	FRANCE	01/03/84
2502154	BOYE and Design	JAPA	02/26/93
B931,663	BOYE and Logo	UK	10/01/68
APPL. NO.	MARK	COUNTRY	FILING DATE
NONE.			

III. TRADEMARK LICENSES

Name of Agreement	Date of Agreement	Parties	Trademark
Merchandising License Agreement	12/09/203	Wiley Publishing Inc.	
Merchandising License Agreement	09/02/63	Discovery Licensing, Inc.	
License Agreement	06/16/03	Disney Enterprises, Inc.	

SCHEDULE III – COPYRIGHTS (Wm. Wright Co.)

I. a. COPYRIGHT REGISTRATIONS – U.S.			
Copyright	Reg. No.	Date	
NONE			
I. b. COPYRIGHT REGISTRATIONS – Foreign			
Copyright	Reg. No.	Date	
NONE			
II. COPYRIGHT APPLICATIONS			
Copyright	Application No.	Date	
NONE			
III. COPYRIGHT LICENSES			
Name of Agreement	Date of Agreement	Parties	Copyright
NONE			

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PART D – LENDING TEXTILE CO., INC.

SCHEDULE I - PATENTS (Lending Textile Co., Inc.)

I. a. PATENT REGISTRATIONS – U.S.				
PATENT NO.	TITLE	COUNTRY	ISSUE DATE	
NONE				
I. b. PATENT REGISTRATIONS – Foreign				
PATENT NO.	TITLE	COUNTRY	ISSUE DATE	
NONE				
II. PATENT APPLICATIONS				
APPL. NO.	TITLE	COUNTRY	FILING DATE	
NONE				

III. PATENT LICENSES			
Name of Agreement	Date of Agreement	Parties	Patent
NONE			

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SCHEDULE II – TRADEMARKS (Lending Textile Co., Inc.)

I. a. TRADEMARK REGISTRATIONS – U.S.			
REG. NO.	MARK	COUNTRY	REG. DATE
NONE.			

I. b. TRADEMARK REGISTRATIONS - Foreign			
REG. NO.	MARK	COUNTRY	REG. DATE
NONE.			
APPL. NO.	MARK	COUNTRY	FILING DATE
NONE.			

III. TRADEMARK LICENSES			
Name of Agreement	Date of Agreement	Parties	Trademark
NONE.			

SCHEDULE III – COPYRIGHTS (Lending Textile Co., Inc.)

I. a. COPYRIGHT REGISTRATIONS – U.S.			
Copyright	Reg. No.	Date	
NONE			
I. b. COPYRIGHT REGISTRATIONS – Foreign			
Copyright	Reg. No.	Date	
NONE			
II. COPYRIGHT APPLICATIONS			
Copyright	Application No.	Date	
NONE			
III. COPYRIGHT LICENSES			
Name of Agreement	Date of Agreement	Parties	Copyright
NONE			