4/19/04

04-29-2004

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

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

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

1. Name of conveying party(ies):

BURNES OPERATING COMPANY LLC

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

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

2. Name and address of receiving party(ies)

Name: MADELEINE L.L.C.

Internal Address:

Street Address: 299 Park Ave., 24TH FL.

City: NEW YORK State: NY Zip: 10171

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

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

Execution Date:

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

A. Trademark Application No.(s)

see attached

B. Trademark Registration No.(s)

see attached

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

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

Name: Judy Carkner

Internal Address: c/o CSC

Street Address: 80 STATE STREET
6TH FLOOR

City: ALBANY State: NY Zip: 12207

6. Total number of applications and registrations involved: 90

7. Total fee (37 CFR 3.41).....$ 2265.00

- [x] 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.

Judy Carkner — Name of Person Signing
Signature
4/15/04 — Date

Total number of pages including cover sheet, attachments, and document: 24

04/28/2004 ECOOPER 00000075 73719667
01 FC:8521 40.00 OP
02 FC:8522 2225.00 OP

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

TRADEMARK
REEL: 002958 FRAME: 0803

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
EASYSTIK	United States	73/719.667	1.518.876	Registered	30-Mar-88	03-Jan-89
ELITE COLLECTION	United States	73/570.807	1.398.509	Registered	29-Nov-85	24-Jun-86
ESSENTIALS	United States	74/642.799	2.164.938	Registered	06-Mar-95	16-Jun-98
FAMILY TREASURES	United States	74/305038	1761408	Registered	17-Aug-1992	30-Mar-1993
FAN FLAIR	United States	78/319222		Pending	27-Oct-2003	
FASTAB	United States	73/781.848	1.589.978	Registered	21-Feb-89	03-Apr-90
FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD	United States	73/635.136	1.448.540	Registered	12-Dec-86	21-Jul-87
HEART & HOME	United States	76/336517		Allowed	09-Nov-2001	
HEIRLOOM QUALITY PHOTO FRAMES and Design	United States	72/066.066	683.260	Registered	19-Jan-59	11-Aug-59
HERITAGE	United States	74/077.414	1.648.176	Registered	11-Jul-90	18-Jun-91
HOLSON	United States	73/719.889	1.549.092	Registered	31-Mar-88	25-Jul-89
HOLSON BURNES	United States	74/706.478	1.967.109	Registered	27-Jul-95	09-Apr-96
HOLSON DESIGN GALLERY	United States	75/669.884	2.343.157	Registered	29-Mar-99	18-Apr-00
HOMEWORK	United States	75/454.674	2.333.752	Registered	23-Mar-98	21-Mar-00
HONORS	United States	74/305037	1792644	Registered	17-Aug-1992	14-Sep-1993
HUNTINGTON	United States	74/077235	1679418	Registered	11-Jul-1990	17-Mar-1992
I AND DESIGN	United States	74/155.068	1.673.488	Registered	08-Apr-91	28-Jan-92
IIC	United States	72/349.982	916.304	Registered	29-Jan-70	13-Jul-71
INSTANT DECORATOR	United States	78/258292		Pending	04-Jun-2003	
INTERCRAFT	United States	73/198.736	1.182.018	Registered	02-Jan-79	15-Dec-81
LEGENDS	United States	74/310641	1770093	Registered	03-Sep-1992	11-May-1993
LEVEL-LINE	United States	78/308242		Pending	01-Oct-2003	
LIFESTYLES	United States	73/736.150	1.555.784	Registered	24-Jun-88	12-Sep-89
LITTLE TREASURES	United States	74/592269	1977370	Registered	31-Oct-1994	28-May-1996
LOCKER LIFE	United States	78/319211		Pending	27-Oct-2003	
MADISON COLLECTION	United States	74/543976	1947656	Registered	30-Jul-1994	09-Jan-1996
MAILABLE MOMENTS	United States	78/324469		Pending	07-Nov-2003	
MASTERCRAFT	United States	75/454.995	2.298.913	Registered	23-Mar-98	07-Dec-99
NAMEWORKS	United States	78/224800		Published	12-Mar-2003	
OFFICE HELPERS	United States	78/319198		Pending	27-Oct-2003	
OLD CRAFTSMAN	United States	74/278.805	1.762.894	Registered	27-May-92	06-Apr-93
PERENNIALS	United States	76/336518	2798591	Registered	09-Nov-2001	23-Dec-2003
PHOTO EXPRESSIONS	United States	73/435.326	1.292.215	Registered	20-Jul-83	28-Aug-84
POCKET BOOK (STYLIZED)	United States	74/525433	1950179	Registered	16-May-1994	23-Jan-1996
PORTABLES	United States	75/792.527	2.364.616	Registered	03-Sep-99	04-Jul-00
POSEYS	United States	75/487.949	2.268.808	Registered	01-May-98	10-Aug-99
PRETTY PORTABLES	United States	78/319217		Pending	27-Oct-2003	
RADIANCE	United States	76/077.705	2.560.182	Registered	22-Jun-00	09-Apr-02
RARE WOODS	United States	73/497.669	1.363.411	Registered	04-Sep-84	01-Oct-85
RARE WOODS & DESIGN	United States	73/703.054	1.530.885	Registered	28-Dec-87	21-Mar-89

TRADEMARK
REEL: 002958 FRAME: 0804

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
REGAL	United States	72/333.572	917.181	Registered	25-Jul-69	27-Jul-71
ROMANTIC OCCASIONS	United States	75/486.346	2.247.793	Registered	18-May-98	25-May-99
SILHOUETTES	United States	75/459.619	2.300.824	Registered	31-Mar-98	14-Dec-99
STARDUST	United States	75/682.853	2.453.839	Registered	14-Apr-99	22-May-01
STATE STREET (STYLIZED)	United States	74/670.676	1.966.852	Registered	08-May-95	09-Apr-96
STATE STREET EXPRESSIONS (+)	United States	74/684354	2021750	Registered	05-Jun-1995	10-Dec-1996
STYLIZED I	United States	74/155068	1673488	Registered	08-Apr-1991	28-Jan-1992
TERRAGRAFICS	United States	73/121.800	1.079.906	Registered	06-Apr-77	20-Dec-77
THE CONTINENTAL MATTED SERIES	United States	74/077416	1648871	Registered	11-Jul-1990	25-Jun-1991
THE EARLY YEARS	United States	75/151.273	2.155.589	Registered	16-Aug-96	05-May-98
THE FRAME PEOPLE	United States	73/201.562	1.153.176	Registered	25-Jan-79	05-May-81
THE KEEPSAKE COLLECTION	United States	74/308012	1768680	Registered	27-Aug-1992	04-May-1993
TIARA	United States	74/305041	1780313	Registered	17-Aug-1992	06-Jul-1993
TIMELY DIMENSIONS	United States	73/260904	1182865	Registered	05-May-1980	22-Dec-1981
ULTIMIZER	United States	73/748.001	1.541.577	Registered	24-Aug-88	30-May-89
VICTORIAN TREASURES	United States	73/764.029	1.549.194	Registered	16-Nov-88	25-Jul-89
WINDSONG WOODS	United States	74/305040	1781461	Registered	17-Aug-1992	13-Jul-1993
WOOD CLASSICS	United States	74/077233	1659787	Registered	11-Jul-1990	08-Oct-1991
[illegible]	~~Venezuela~~	~~[illegible]~~	~~[illegible]~~	~~Registered~~	~~[illegible]~~	~~[illegible]~~
BURNES OF BOSTON	United States	76/412795		Pending	22-May-2002	
BURNES OF BOSTON	United States	76/412793		Pending	22-May-2002	

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TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
ACADEMY	United States	74/077412	1648870	Registered	11-Jul-90	25-Jun-91
ALLEGRO	United States	73/750,063	1,535,342	Registered	06-Sep-88	19-Apr-89
AMBASSADOR COLLECTION	United States	74/077360	1750787	Registered	11-Jul-1990	02-Feb-1993
AMERICAN COUNTRY	United States	73/722,026	1,514,574	Registered	12-Apr-88	29-Nov-88
BB BURNES (STYLIZED)	United States	74/077,511	1,645,234	Registered	12-Jul-90	21-May-91
BB BURNES (Stylized)	United States	74/670,677	1,966,853	Registered	08-May-95	09-Apr-96
BB LOGO	United States	73/085,803	1,055,591	Registered	03-May-76	04-Jan-77
BLACK PEARL	United States	73/764,010	1,580,105	Registered	16-Nov-88	30-Jan-90
BLOOMERS	United States	75/408,671	2,233,884	Registered	19-Dec-97	23-Mar-99
BURNES	United States	74/077,542	1,750,065	Registered	12-Jul-90	02-Feb-93
BURNES OF BOSTON	United States	73/085,802	1,057,648	Registered	03-May-76	01-Feb-77
BURNES OF BOSTON	United States	76/412792		Allowed	22-May-1002	
BURNES OF BOSTON	United States	76/412794		Published	22-May-2002	
CARR	United States	73/ 827,601	1,612,966	Registered	25-Sep-89	11-Sep-90
CHARACTER CLIPS	United States	75/454,673	2,341,833	Registered	23-Mar-98	11-Apr-00
COLONIAL	United States	74/077413	1666755	Registered	11-Jul-1990	03-Dec-1991
CONNOISSEUR	United States	74/550,691	1,968,927	Registered	18-Jul-94	16-Apr-96
CONNOISSEUR	United States	76/412799		Pending	22-May-2002	
CONNOISSEUR	United States	76/412797		Pending	22-May-2002	
CONNOISSEUR	United States	76/412796		Pending	22-May-2002	
CONNOISSEUR	United States	76/412798		Pending	22-May-2002	
COUNTRY COLLECTIBLES	United States	74/711,498	1,508,179	Registered	16-Feb-88	11-Oct-88
COUNTRY COLLECTION	United States	74/077236	1662492	Registered	11-Jul-1990	29-Oct-1991
CUBENATION	United States	78/297535		Pending	08-Sep-2003	
DAX	United States	74/417,340	1,835,473	Registered	26-Jul-93	10-May-94
DAX	United States	78/185079		Pending	14-Nov-2002	
DECOR ESSENTIALS	United States	75/419,805	2,296,802	Registered	20-Jan-98	30-Nov-99
DECORATOR IN A BOX	United States	78/253354		Pending	22-May-2003	
DECOREL	United States	74/365,504	1,800,750	Registered	08-Mar-93	26-Oct-93
DECOREL D & DESIGN	United States	74/533,913	1,896,214	Registered	06-Jun-94	30-May-95

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TRADEMARK SECURITY AGREEMENT

This **TRADEMARK SECURITY AGREEMENT** (this "Agreement"), dated as of April 13, 2004, is made by and between **BURNES OPERATING COMPANY LLC**, a Delaware limited liability company ("Debtor") in favor of **MADELEINE L.L.C.**, a New York limited liability company ("Madeleine"), as collateral agent for the Lenders (as defined below) (in such capacity, together with its successors and assigns, if any, in such capacity, "Collateral Agent"), with reference to the following:

WHEREAS, GLOBAL HOME PRODUCTS LLC, a Delaware limited liability company (the "Parent"), **ANCHOR HOCKING OPERATING COMPANY LLC,** a Delaware limited liability company ("Anchor Borrower"), **ANCHOR HOCKING CG OPERATING COMPANY LLC,** a Delaware limited liability company ("Anchor CG Borrower"), **BURNES OPERATING COMPANY LLC,** a Delaware limited liability company ("Burnes Borrower"), **MIRRO OPERATING COMPANY LLC,** a Delaware limited liability company ("Mirro Borrower") (each of Anchor Borrower, Anchor CG Borrower, Burnes Borrower and Mirro Borrower are individually and collectively, jointly and severally, referred to as the "Borrower"), each subsidiary of the Parent listed as a "Guarantor" on the signature pages thereto (together with the Parent, each a "Guarantor" and collectively, the "Guarantors"), the lenders from time to time party thereto (each a "Lender" and collectively, the "Lenders"), Collateral Agent and Madeleine, as administrative agent for the Lenders (in such capacity, together with its successors and assigns, if any, in such capacity, "Administrative Agent", and together with Collateral Agent, each an "Agent" and collectively, the "Agents") have entered into that certain Financing Agreement, dated as of even date herewith (as amended, restated, modified, supplemented, refinanced, renewed, or extended from time to time, the "Financing Agreement"), pursuant to which, among other things, the Agents and Lenders have agreed to make certain financial accommodations to Borrower;

WHEREAS, Debtor has executed and delivered to Collateral Agent that certain Security Agreement, dated as of April 13, 2004 (the "Security Agreement"), pursuant to which Debtor has granted to Collateral Agent, for the benefit of the Agents and Lenders, security interests in (among other things) all or substantially all of Debtor's general intangibles; and

WHEREAS, to induce the Agents and Lenders to make the financial accommodations provided to Borrower pursuant to the Financing Agreement, Debtor has agreed to execute and deliver this Agreement to Collateral Agent for filing with the PTO (as hereinafter defined) and with any other relevant recording systems in any jurisdiction, and as further evidence of and to effectuate Collateral Agent's existing security interests in the below defined Trademark Collateral.

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Collateral Agent, for the benefit of the Agents and Lenders, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. As used in this Agreement, the following terms shall have the following meanings:

"Administrative Agent" has the meaning ascribed to such term in the recitals to this Agreement.

"Agent" and "Agents" have the meanings ascribed to such terms in the recitals to this Agreement.

"Agreement" has the meaning ascribed to such term in the preamble hereto.

"Collateral Agent" has the meaning ascribed to such term in the preamble to this Agreement.

"Debtor" has the meaning ascribed to such term in the preamble to this Agreement.

"Financing Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

"Guarantor" and "Guarantors" have the meanings ascribed to such terms in the recitals to this Agreement.

"Lenders" means, individually and collectively, each of the lenders identified on the signature pages of the Financing Agreement, and any other person made a party thereto in accordance with the provisions of Section 12.07 thereof (together with their respective successors and assigns).

"Madeleine" has the meaning ascribed to such term in the preamble to this Agreement.

"Proceeds" means whatever is receivable or received from or upon the sale, lease, license, collection, use, exchange or other disposition, whether voluntary or involuntary, of any Trademark Collateral, including "proceeds" as such term is defined in the UCC, and all proceeds of proceeds. Proceeds shall include (i) any and all accounts, chattel paper, instruments, general intangibles, cash and other proceeds, payable to or for the account of Debtor, from time to time in respect of any of the Trademark Collateral, (ii) any and all proceeds of any insurance, indemnity, warranty or guaranty payable to or for the account of Debtor from time to time with respect to any of the Trademark Collateral, (iii) any and all claims and payments (in any form whatsoever) made or due and payable to Debtor from time to time in connection with any requisition, confiscation, condemnation, seizure or forfeiture of all or any part of the Trademark Collateral by any Person acting under color of governmental authority, and (iv) any and all other amounts from time to time paid or payable under or in connection with any of the Trademark Collateral or for or on account of any damage or injury to or conversion of or infringement of rights in any Trademark Collateral by any Person.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

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"Secured Obligations" shall mean all liabilities, obligations, or undertakings (including the Obligations) owing by Debtor to any of the Agents and/or any of the Lenders of any kind or description arising out of or outstanding under, advanced or issued pursuant to, or evidenced by the Financing Agreement, this Agreement, the Security Agreement, or any of the other Loan Documents, irrespective of whether for the payment of money, whether direct or indirect, absolute or contingent, due or to become due, voluntary or involuntary, whether now existing or hereafter arising, and including all interest, costs, fees (including attorneys' fees), and expenses (including interest, costs, fees, and expenses that, accrue after the filing of a case under the Bankruptcy Code) and any and all other amounts which Debtor is required to pay pursuant to any of the foregoing, by law, or otherwise.

"Security Agreement" has the meaning ascribed to such term in the recitals to this Agreement.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of New York.

"United States" and "U.S." each mean the United States of America.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein, terms used in this Agreement shall have the meanings ascribed to them in the UCC.

(c) Interpretation. In this Agreement, except to the extent the context otherwise requires:

(i) Any reference to a Section or a Schedule is a reference to a section hereof, or a schedule hereto, respectively, and to a subsection or a clause is, unless otherwise stated, a reference to a subsection or a clause of the Section or subsection in which the reference appears.

(ii) The words "hereof," "herein," "hereto," "hereunder" and the like mean and refer to this Agreement as a whole and not merely to the specific Section, subsection, paragraph or clause in which the respective word appears.

(iii) The meaning of defined terms shall be equally applicable to both the singular and plural forms of the terms defined.

(iv) The words "including," "includes" and "include" shall be deemed to be followed by the words "without limitation."

(v) References to agreements and other contractual instruments shall be deemed to include all subsequent permitted amendments, restatements,

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supplements, refinancings, renewals, extensions, and other modifications thereto and thereof.

(vi) References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

(vii) Any captions and headings are for convenience of reference only and shall not affect the construction of this Agreement.

(viii) Capitalized words not otherwise defined herein shall have the respective meanings ascribed to them in the Financing Agreement.

(ix) In the event of a direct conflict between the terms and provisions of this Agreement and the Financing Agreement or between the terms and provisions of this Agreement and the Security Agreement, it is the intention of the parties hereto that such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict between this Agreement and the Financing Agreement that cannot be resolved as aforesaid, the terms and provisions of the Financing Agreement shall control and govern. In the event of any actual, irreconcilable conflict between this Agreement and the Security Agreement that cannot be resolved as aforesaid, the terms and provisions of this Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Collateral Agent for the benefit of the Agents and Lenders (whether under federal law or applicable state law), in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Financing Agreement or the Security Agreement.

2. Security Interest.

(a) Assignment and Grant of Security in respect of the Secured Obligations. To secure the prompt payment and performance of the Secured Obligations, Debtor hereby grants, assigns, transfers and conveys to Collateral Agent, for the benefit of the Agents and Lenders, a continuing security interest in all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising and whether registered or unregistered (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof,

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including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Collateral Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or unconsented use of any Trademarks and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all Proceeds of any and all of the foregoing.

(b) Continuing Security Interest. Debtor hereby agrees that this Agreement shall create a continuing security interest in the Trademark Collateral which shall remain in effect until terminated in accordance with Section 18.

(c) Incorporation into Security Agreement. This Agreement shall be fully incorporated into the Security Agreement and all understandings, agreements and provisions contained in the Security Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Security Agreement.

(d) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Documents or as otherwise agreed to by Collateral Agent in writing.

(d) Excluded Collateral. Anything contained in this Agreement to the contrary notwithstanding, the term "Trademark Collateral" shall not include any rights or interests in any contract, permit, license, charter or license agreement covering personal property that are now or hereafter held by Debtor in the event that: (i) as a result of the grant of a security interest therein, Debtor's rights in or with respect to such asset would be forfeited or Debtor would be deemed to have breached or defaulted under the applicable agreement that governs such asset pursuant to restrictions contained in the applicable agreement or implied in such agreement by applicable law; and (ii) any such restriction is effective and enforceable under applicable law (including, without limitation, Sections 9-406, 9-407, 9-408, 9-409 of the Uniform Commercial Code of any relevant jurisdiction); provided, however, that in no event shall the foregoing be construed to exclude from the security interest created by this Agreement: (x) any and all proceeds of such assets, or (y) such assets at any time that the restrictions in the agreement are no longer effective and enforceable or at any time that the consent of the other party to the agreement is obtained to the grant of a security interest in and to such asset in favor of the Collateral Agent.

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3. Further Assurances; Appointment of Collateral Agent as Attorney-in-Fact. Debtor at its reasonable expense shall execute and deliver, or cause to be executed and delivered, to Collateral Agent any and all documents and instruments, in form and substance reasonably satisfactory to Collateral Agent, and take any and all action, which Collateral Agent, in its discretion, may request from time to time, to perfect and continue the perfection or to maintain the priority of, or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Agents and Lenders and to accomplish the purposes of this Agreement. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in accordance with the foregoing, Collateral Agent may do so, in the name of Debtor, or in the name of Collateral Agent or otherwise, but at Debtor's expense, and Debtor hereby agrees to reimburse Collateral Agent in full upon demand for all reasonable expenses, including reasonable attorneys' fees, incurred by Collateral Agent in protecting, defending and maintaining any of the Copyright Collateral or any right, title or interest of Debtor or Collateral Agent therein. Furthermore, Collateral Agent shall have the right, in the name of Debtor, or in the name of Collateral Agent or otherwise, without notice to or assent by Debtor, and Debtor hereby irrevocably constitutes and appoints Collateral Agent (and any of Collateral Agent's officers or employees or agents designated by Collateral Agent) as Debtor's true and lawful attorney-in-fact with full power and authority, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Collateral Agent in the exercise of its discretion deems necessary in order to perfect or continue the perfection of, maintain the priority or enforceability of or provide notice of the security interest in the Trademark Collateral held by Collateral Agent for the benefit of the Agents and Lenders, and (ii) following and during the continuation of an Event of Default to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, that Collateral Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including (A) after the occurrence and during the continuance of any Event of Default, to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) after the occurrence and during the continuation of any Event of Default, to assert or retain any rights under any license agreement for any of the Trademark Collateral, and (C) after the occurrence and during the continuance of any Event of Default, to execute any and all applications, documents, papers and instruments for Collateral Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The power of attorney set forth in this Section 3, being coupled with an interest, is irrevocable so long as this Agreement shall not have terminated in accordance with Section 18.

4. Representations and Warranties. Debtor represents and warrants to each member of the Agents and Lenders as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's existing Trademarks that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or held (whether pursuant to a license or otherwise) and used by Debtor.

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(b) Trademarks Subsisting. Each of Debtor's Trademarks listed in Schedule A is subsisting and has not been adjudged invalid or unenforceable, in whole or in part, and, to the Debtor's knowledge, each of the Trademarks set forth on Schedule A is valid and enforceable.

(c) Ownership of Trademark Collateral; No Violation. (i) Debtor has rights in and good and defensible title to the Trademark Collateral in respect of the Trademarks that they own, (ii) Debtor is the sole and exclusive owner of the Trademark Collateral, free and clear of any Liens and rights of others (other than interests created hereunder and other than Permitted Liens), including licenses, registered user agreements and covenants by Debtor not to sue third persons, and (iii) with respect to any Trademarks for which Debtor is either a licensor or a licensee pursuant to a license or licensing agreement regarding such Trademark, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder and, (A) other than the parties to such licenses or licensing agreements, or (B) in the case of any non-exclusive license or license agreement entered into by Debtor or any such licensor regarding such Trademark, the parties to any other such non-exclusive licenses or license agreements entered into by Debtor or any such licensor with any other Person, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. To the best of Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past, present, and contemplated future use of the Trademark Collateral by Debtor has not, does not and will not infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any such license arrangement.

(e) Powers. Debtor has the unqualified right, power and authority to pledge and to grant to Collateral Agent, for the benefit of the Agents and Lenders, security interests in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Secured Obligations remain unsatisfied, Debtor agrees: (i) that it will comply with all of the covenants, terms and provisions of this Agreement, and (ii) that it will promptly give Collateral Agent written notice of the occurrence of any event that could reasonably be expected to have a Material Adverse Effect on any of the Trademarks or the Trademark Collateral which, in each case, is material to its business, including any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee.

6. Future Rights. For so long as any of the Secured Obligations shall remain outstanding, or, if earlier, until Collateral Agent shall have released or terminated, in whole but not in part, its interest in the Trademark Collateral, if and when Debtor shall obtain rights to any new Trademarks, or any reissue, renewal or extension of any Trademarks, the provisions of Section 2 shall automatically apply thereto and if the foregoing is material to the Loan Parties' business, Debtor shall give to Collateral Agent prompt notice thereof in accordance with Section 12.01 of the Financing Agreement. Debtor shall do all things reasonably deemed necessary by

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Collateral Agent in its discretion to ensure the validity, perfection, priority and enforceability of the security interests of Collateral Agent in such future acquired Trademark Collateral. If Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Collateral Agent in connection herewith, Debtor hereby authorizes Collateral Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agents and Lenders. Notwithstanding any provision contained in this Agreement, none of Collateral Agent, any other Agent or any Lender shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. Except for the accounting for moneys actually received by Collateral Agent, any other Agent or any Lender hereunder or in connection herewith, none of Collateral Agent, any other Agent or any Lender shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral.

8. Events of Default. The occurrence of any "Event of Default" under the Financing Agreement shall constitute an Event of Default hereunder.

9. Remedies. From and after the occurrence and during the continuation of an Event of Default, Collateral Agent shall have all rights and remedies available to it under the Financing Agreement, the other Loan Documents, and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Collateral Agent as a secured party to sell or otherwise dispose of the Trademark Collateral after default, pursuant to the UCC. Debtor hereby agrees that Collateral Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the other Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Collateral Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Collateral Agent has a security interest, including Collateral Agent's rights to sell inventory, tooling or packaging which is acquired by Debtor (or its successor, assignee or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Collateral Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Collateral Agent, in its discretion, deems necessary, in the name of Debtor or Collateral Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Collateral Agent, do any and all lawful acts and execute any and all documents required by Collateral Agent necessary to such enforcement. To the extent that Collateral Agent shall elect not to bring suit to enforce such Trademark Collateral, Debtor, in the exercise of its reasonable business judgment, agrees to use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and for that purpose agrees diligently to maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation.

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10. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Collateral Agent for the benefit of the Agents and Lenders and their respective successors and assigns.

11. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Financing Agreement.

12. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of New York, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of New York law shall not be deemed to deprive Collateral Agent of such rights and remedies as may be available under federal law.

13. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules hereto and thereto, contains the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter. Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Collateral Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as expressly provided herein.

14. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

15. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

16. Security Agreement. Debtor acknowledges that the rights and remedies of Collateral Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Security Agreement and all such rights and remedies are cumulative.

17. No Inconsistent Requirements. Debtor acknowledges that this Agreement, the Financing Agreement, and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all

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such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

18. Termination. Upon the payment and performance in full in cash of the Secured Obligations and the full and final termination of any commitment to extend any financial accommodations under the Financing Agreement, this Agreement and the security interests granted hereunder shall terminate, and Collateral Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, as shall be necessary to evidence termination of the security interest granted by Debtor to Collateral Agent for the benefit of the Agents and Lenders hereunder, including cancellation of this Agreement by written notice from Collateral Agent to the PTO.

[Signature page follows]

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IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement, as of the date first above written.

BURNES OPERATING COMPANY LLC,
a Delaware limited liability company

By: _____
Name: A. Jeffrey Zappone
Title Treasurer & Chief Financial Officer

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MADELEINE L.L.C.,
a New York limited liability company, as Collateral Agent

By: _____
Name: Kevin Gerda
Title: Vice President

SCHEDULE A

Trademarks of Debtor

SCHEDULE A

Trademarks of Debtor

Burnes Operating Company LLC Trademarks

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
CONNOISSEUR	Argentina	2195127	1782956	Registered	29-Dec-98	27-Mar-00
INTERCRAFT	Argentina	1961847	1585047	Registered	14-Feb-95	18-Dec-95
BB LOGO	Australia	388908	388908	Registered	21-Mar-1983	30-Jan-1986
BURNES OF BOSTON	Australia	904690	904690	Registered	27-Feb-02	27-Feb-02
CARR	Australia	904691		Pending	27-Feb-02	
CONNOISSEUR	Australia	904689	904689	Registered	27-Feb-02	27-Feb-02
CONNOISSEUR	Australia	759742	759742	Registered	16-Apr-98	27-Nov-98
DECOREL	Australia	703786	703786	Registered	04-Mar-1996	28-Nov-1997
INTERCRAFT	Australia	668277	668277	Registered	31-Jul-95	04-Nov-96
INTERCRAFT	Australia	309048	309048	Registered	12-Jul-77	04-Nov-96
RAREWOODS	Australia	904692		Pending	27-Feb-02	
TERRAGRAFICS	Australia	461495	461495	Registered	12-Mar-87	01-Aug-89
TERRAGRAFICS	Australia	461494	461494	Registered	12-Mar-87	01-Aug-89
TERRAGRAFICS (Stylized)	Australia	461496	461496	Registered	12-Mar-87	01-Aug-89
TERRAGRAFICS (Stylized)	Australia	461497	461497	Registered	12-Mar-87	01-Aug-89
TERRAGRAPHICS	Australia	904693	904693	Registered	27-Feb-02	27-Feb-02
INTERCRAFT	Brazil	818400846	818400846	Registered	30-Mar-95	29-Jul-97
INTERCRAFT	Chile	300.976	456.616	Registered	07-Mar-95	30-Jan-96
INTERCRAFT	China	93028859	698.890	Registered	22-Apr-93	21-Jul-94
CONNOISSEUR	European Community	2718526		Pending	31-May-02	
CONNOISSEUR	France	98 742 245	98 742 245	Registered	17-Jul-98	17-Jul-98
DECOREL	France	99773325	99773325	Registered	05-Feb-1999	05-Feb-1999
HOLSON	France	98762811	98762811	Registered	04-Dec-1998	04-Dec-1998
CONNOISSEUR	Germany	39931762.7	399 31 762	Registered	02-Jun-99	17-Jan-03
DECOREL	Germany	39914369.6	39914369	Registered	11-Mar-1999	09-Dec-1999
HOLSON	Germany	39900902.7	39900902	Registered	11-Jan-1999	02-Mar-1999
BB BURNES (STYLIZED)	Hong Kong	95/04781	07723/1996	Registered	25-Apr-1995	16-Aug-1996
BB BURNES OF BOSTON	Hong Kong	3880/86	B149/88	Registered	22-Sep-1986	22-Sep-1986
BB LOGO	Hong Kong	2644/83	1043/86	Registered	10-Sep-1983	10-Sep-1983
INTERCRAFT	Hong Kong	859/1993	5593/1994	Registered	29-Jan-93	29-Jan-93
BB LOGO	Indonesia	HC.01.01.7827	354015	Registered	11-Mar-1983	15-Feb-1996
INTERCRAFT	Indonesia	D954027	355.813	Registered	13-Mar-95	07-Mar-96
INTERCRAFT	Israel	97121	97121	Registered	17-Feb-1995	01-Seo-1996

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TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
BB LOGO	Japan	132577/1996	4377495	Registered	26-Nov-1996	21-Apr-2000
BURNES OF BOSTON	Japan	87855/1982	1794157	Registered	06-Oct-1982	29-Jul-1985
INTERCRAFT	Japan	48593/77	1484295	Registered	08-Jul-77	08-Oct-81
INTERCRAFT	Korea, Republic of	5889/1995	385.160	Registered	18-Feb-95	03-Dec-97
BURNES OF BOSTON	New Zealand	653334	653334	Registered	01-Mar-02	01-Mar-02
BURNES	Mexico	200335	467929	Registered	27-May-1994	27-Jul-1994
BURNES	Mexico	200336	467930	Registered	27-May-1994	27-Jul-1994
BURNES OF BOSTON	Mexico	200333	467927	Registered	27-May-1994	27-Jul-1994
BURNES OF BOSTON	Mexico	200334	467928	Registered	27-May-1994	27-Jul-1994
DECOREL	Mexico	164.517	506.509	Registered	30-Mar-93	04-Oct-95
DECOREL	Mexico	164517		Pending	30-Mar-1993	
DECOREL & D DESIGN	Mexico	174238	451837	Registered	29-Jul-1993	08-Feb-1994
HOLSON	Mexico	89462	398197	Registered	18-Jun-1990	19-Aug-1991
HOLSON	Mexico	200337	467931	Registered	27-May-1994	27-Jul-1994
HOLSON MAKING MOMENTS LAST +	Mexico	194669	501201	Registered	25-Mar-1994	18-Aug-1995
HOLSON MAKING MOMENTS LAST +	Mexico	200338	467932	Registered	27-May-1994	27-Jul-1994
INTERCRAFT	Mexico	226.117		Pending	03-Mar-95	
TERRAGRAFICS	Mexico	200331	467925	Registered	27-May-1994	27-Jul-1994
TERRAGRAFICS	Mexico	200332	467926	Registered	27-May-1994	27-Jul-1994
BURNES OF BOSTON	New Zealand	653335	653335	Registered	01-Mar-02	01-Mar-02
CARR	New Zealand	653330		Pend Abandon	01-Mar-02	
CARR	New Zealand	653331		Pend Abandon	01-Mar-02	
CONNOISSEUR	New Zealand	653328		Pending	01-Mar-2002	
HC INTERCRAFT	New Zealand	169259	169259	Registered	01-Dec-86	26-Sep-90
HC INTERCRAFT	New Zealand	169258	169258	Registered	01-Dec-86	26-Sep-90
INTERCRAFT	New Zealand	169257	169257	Registered	01-Dec-86	01-Dec-87
INTERCRAFT	New Zealand	169256	169256	Registered	01-Dec-86	01-Dec-87
PHOTOCARE	New Zealand	252619	252619	Registered	18-Aug-95	10-Jul-97
PHOTOCARE	New Zealand	252620	252620	Registered	18-Aug-95	10-Jul-97
RAREWOODS	New Zealand	653336		Pending	01-Mar-02	
RAREWOODS	New Zealand	653337		Pending	01-Mar-02	
TERRAGRAPHICS	New Zealand	653333	653333	Registered	01-Mar-02	01-Mar-02
TERRAGRAPHICS	New Zealand	653332	653332	Registered	01-Mar-02	01-Mar-02
INTERCRAFT	Peru	65364	48.810	Registered	25-Jun-98	17-Sep-98
THE FRAME PEOPLE	Peru	86913	57.550	Registered	01-Jul-99	22-Sep-99
INTERCRAFT	Philippines	4-2002-008245		Pending	26-Sep-02	
INTERCRAFT	Poland	Z143622	97.754	Registered	17-Feb-95	12-Sep-97

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TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
INTERCRAFT	Saudi Arabia	28390	356/97	Registered	11-Feb-95	29-Oct-95
BB LOGO	Singapore	6846/82	T82/06846F	Registered	29-Dec-1982	29-Dec-1982
INTERCRAFT	Singapore	S/1048/95	1048/95	Registered	08-Feb-95	08-Feb-95
BB BURNES	Taiwan	326152	326152	Registered	29-Aug-1985	16-May-1986
BB LOGO	Taiwan	326151	326151	Registered	29-Aug-1985	16-May-1986
INTERCRAFT	Taiwan	83036901	729,246	Registered	28-May-94	16-Oct-96
INTERCRAFT	Thailand	282980	Kor36713	Registered	24-Mar-95	24-Mar-95
CONNOISSEUR	Turkey	98/016623	202026	Registered	23-Nov-98	23-Nov-98
BB BURNES OF BOSTON	United Kingdom		1193777	Registered	11-Apr-1983	27-Feb-1985
CONNOISSEUR	United Kingdom	2172085	2172085	Registered	15-Jul-98	15-Jul-98
DECOREL	United Kingdom		2058865	Registered	04-Mar-1996	04-Oct-1996
HOLSON	United Kingdom	2183642	2183642	Registered	03-Dec-1998	21-May-1999
ACADEMY	United States	74/077412	1648870	Registered	11-Jul-90	25-Jun-91
ALLEGRO	United States	73/750.063	1.535.342	Registered	06-Sep-88	19-Apr-89
AMBASSADOR COLLECTION	United States	74/077360	1750787	Registered	11-Jul-1990	02-Feb-1993
AMERICAN COUNTRY	United States	73/722.026	1.514.574	Registered	12-Apr-88	29-Nov-88
BB BURNES (STYLIZED)	United States	74/077.511	1.645.234	Registered	12-Jul-90	21-May-91
BB BURNES (Stylized)	United States	74/670.677	1.966.853	Registered	08-May-95	09-Apr-96
BB LOGO	United States	73/085.803	1.055.591	Registered	03-May-76	04-Jan-77
BLACK PEARL	United States	73/764.010	1.580.105	Registered	16-Nov-88	30-Jan-90
BLOOMERS	United States	75/408.671	2.233.884	Registered	19-Dec-97	23-Mar-99
BURNES	United States	74/077.542	1.750.065	Registered	12-Jul-90	02-Feb-93
BURNES OF BOSTON	United States	73/085.802	1.057.648	Registered	03-May-76	01-Feb-77
BURNES OF BOSTON	United States	76/412792		Allowed	22-May-1002	
BURNES OF BOSTON	United States	76/412794		Published	22-May-2002	
CARR	United States	73/ 827.601	1.612.966	Registered	25-Sep-89	11-Sep-90
CHARACTER CLIPS	United States	75/454.673	2.341.833	Registered	23-Mar-98	11-Apr-00
COLONIAL	United States	74/077413	1666755	Registered	11-Jul-1990	03-Dec-1991
CONNOISSEUR	United States	74/550.691	1.968.927	Registered	18-Jul-94	16-Apr-96
CONNOISSEUR	United States	76/412799		Pending	22-May-2002	
CONNOISSEUR	United States	76/412797		Pending	22-May-2002	
CONNOISSEUR	United States	76/412796		Pending	22-May-2002	
CONNOISSEUR	United States	76/412798		Pending	22-May-2002	
COUNTRY COLLECTIBLES	United States	74/711.498	1.508.179	Registered	16-Feb-88	11-Oct-88
COUNTRY COLLECTION	United States	74/077236	1662492	Registered	11-Jul-1990	29-Oct-1991
CUBE NATION	United States	78/297535		Pending	08-Sep-2003	
DAX	United States	74/417.340	1.835.473	Registered	26-Jul-93	10-May-94
DAX	United States	78/185079		Pending	14-Nov-2002	
DÉCOR ESSENTIALS	United States	75/419.805	2.296.802	Registered	20-Jan-98	30-Nov-99
DECORATOR IN A BOX	United States	78/253354		Pending	22-May-2003	
DECOREL	United States	74/365.504	1.800.750	Registered	08-Mar-93	26-Oct-93
DECOREL D & DESIGN	United States	74/533.913	1.896.214	Registered	06-Jun-94	30-May-95

TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
EASYSTIK	United States	73/719.667	1.518.876	Registered	30-Mar-88	03-Jan-89
ELITE COLLECTION	United States	73/570.807	1.398.509	Registered	29-Nov-85	24-Jun-86
ESSENTIALS	United States	74/642.799	2.164.938	Registered	06-Mar-95	16-Jun-98
FAMILY TREASURES	United States	74/305038	1761408	Registered	17-Aug-1992	30-Mar-1993
FAN FLAIR	United States	78/319222		Pending	27-Oct-2003	
FASTAB	United States	73/781.848	1.589.978	Registered	21-Feb-89	03-Apr-90
FRAMES AS SPECIAL AS THE MEMORIES THEY HOLD	United States	73/635.136	1.448.540	Registered	12-Dec-86	21-Jul-87
HEART & HOME	United States	76/336517		Allowed	09-Nov-2001	
HEIRLOOM QUALITY PHOTO FRAMES and Design	United States	72/066.066	683.260	Registered	19-Jan-59	11-Aug-59
HERITAGE	United States	74/077.414	1.648.176	Registered	11-Jul-90	18-Jun-91
HOLSON	United States	73/719.889	1.549.092	Registered	31-Mar-88	25-Jul-89
HOLSON BURNES	United States	74/706.478	1.967.109	Registered	27-Jul-95	09-Apr-96
HOLSON DESIGN GALLERY	United States	75/669.884	2.343.157	Registered	29-Mar-99	18-Apr-00
HOMEWORK	United States	75/454.674	2.333.752	Registered	23-Mar-98	21-Mar-00
HONORS	United States	74/305037	1792644	Registered	17-Aug-1992	14-Sep-1993
HUNTINGTON	United States	74/077235	1679418	Registered	11-Jul-1990	17-Mar-1992
I AND DESIGN	United States	74/155.068	1.673.488	Registered	08-Apr-91	28-Jan-92
IIC	United States	72/349.982	916.304	Registered	29-Jan-70	13-Jul-71
INSTANT DECORATOR	United States	78/258292		Pending	04-Jun-2003	
INTERCRAFT	United States	73/198.736	1.182.018	Registered	02-Jan-79	15-Dec-81
LEGENDS	United States	74/310641	1770093	Registered	03-Sep-1992	11-May-1993
LEVEL-LINE	United States	78/308242		Pending	01-Oct-2003	
LIFESTYLES	United States	73/736.150	1.555.784	Registered	24-Jun-88	12-Sep-89
LITTLE TREASURES	United States	74/592269	1977370	Registered	31-Oct-1994	28-May-1996
LOCKER LIFE	United States	78/319211		Pending	27-Oct-2003	
MADISON COLLECTION	United States	74/543976	1947656	Registered	30-Jul-1994	09-Jan-1996
MAILABLE MOMENTS	United States	78/324469		Pending	07-Nov-2003	
MASTERCRAFT	United States	75/454.995	2.298.913	Registered	23-Mar-98	07-Dec-99
NAMEWORKS	United States	78/224800		Published	12-Mar-2003	
OFFICE HELPERS	United States	78/319198		Pending	27-Oct-2003	
OLD CRAFTSMAN	United States	74/278.805	1.762.894	Registered	27-May-92	06-Apr-93
PERENNIALS	United States	76/336518	2798591	Registered	09-Nov-2001	23-Dec-2003
PHOTO EXPRESSIONS	United States	73/435.326	1.292.215	Registered	20-Jul-83	28-Aug-84
POCKET BOOK (STYLIZED)	United States	74/525433	1950179	Registered	16-May-1994	23-Jan-1996
PORTABLES	United States	75/792.527	2.364.616	Registered	03-Sep-99	04-Jul-00
POSEYS	United States	75/487.949	2.268.808	Registered	01-May-98	10-Aug-99
PRETTY PORTABLES	United States	78/319217		Pending	27-Oct-2003	
RADIANCE	United States	76/077.705	2.560.182	Registered	22-Jun-00	09-Apr-02
RARE WOODS	United States	73/497.669	1.363.411	Registered	04-Sep-84	01-Oct-85
RARE WOODS & DESIGN	United States	73/703.054	1.530.885	Registered	28-Dec-87	21-Mar-89

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TRADEMARK	COUNTRY	APPL. NUM.	REG. NUM.	STATUS	APPL. DATE	REG. DATE
REGAL	United States	72/333.572	917.181	Registered	25-Jul-69	27-Jul-71
ROMANTIC OCCASIONS	United States	75/486.346	2.247.793	Registered	18-May-98	25-May-99
SILHOUETTES	United States	75/459.619	2.300.824	Registered	31-Mar-98	14-Dec-99
STARDUST	United States	75/682.853	2.453.839	Registered	14-Apr-99	22-May-01
STATE STREET (STYLIZED)	United States	74/670.676	1.966.852	Registered	08-May-95	09-Apr-96
STATE STREET EXPRESSIONS (+)	United States	74/684354	2021750	Registered	05-Jun-1995	10-Dec-1996
STYLIZED I	United States	74/155068	1673488	Registered	08-Apr-1991	28-Jan-1992
TERRAGRAFICS	United States	73/121.800	1.079.906	Registered	06-Apr-77	20-Dec-77
THE CONTINENTAL MATTED SERIES	United States	74/077416	1648871	Registered	11-Jul-1990	25-Jun-1991
THE EARLY YEARS	United States	75/151.273	2.155.589	Registered	16-Aug-96	05-May-98
THE FRAME PEOPLE	United States	73/201.562	1.153.176	Registered	25-Jan-79	05-May-81
THE KEEPSAKE COLLECTION	United States	74/308012	1768680	Registered	27-Aug-1992	04-May-1993
TIARA	United States	74/305041	1780313	Registered	17-Aug-1992	06-Jul-1993
TIMELY DIMENSIONS	United States	73/260904	1182865	Registered	05-May-1980	22-Dec-1981
ULTIMIZER	United States	73/748.001	1.541.577	Registered	24-Aug-88	30-May-89
VICTORIAN TREASURES	United States	73/764.029	1.549.194	Registered	16-Nov-88	25-Jul-89
WINDSONG WOODS	United States	74/305040	1781461	Registered	17-Aug-1992	13-Jul-1993
WOOD CLASSICS	United States	74/077233	1659787	Registered	11-Jul-1990	08-Oct-1991
INTERCRAFT	Venezuela	113854-1997	113854-1997	Registered	09-Jul-97	20-Apr-99
BURNES OF BOSTON	United States	76/412795		Pending	22-May-2002	
BURNES OF BOSTON	United States	76/412793		Pending	22-May-2002	

Trademark Licenses

Burnes Operating Company LLC Trademark Licenses

1. License Agreement dated October 25, 2001 between Burnes Operating Company LLC and Susan Winget, as amended by addendums dated September 26, 2002, November 15, 2002 and April 9, 2003.

2. Joint Venture Letter Agreement dated February 15, 1994 between Chu Kwun Kee Metal Manufactory Ltd. and Burnes Operating Company LLC (with information regarding subsequently revised arrangement)

3. License Agreement dated July 12, 1999 between The Pfaltzgraff Co. and Burnes Operating Company LLC (expires 03/31/04).

4. Trademark License and Distribution Agreement dated December 17, 2001 between Burnes Operating Company LLC and UR1 International Pty. Ltd.

RECORDED: 04/19/2004

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