

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

RECORDATION FORM COVER SHEET TRADEMARKS ONLY

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):

Cornerstone Brands, Inc.: Delaware Corporation;
The Cornerstone Brands Group, Inc.: Delaware Corporation;
Smith & Noble, LLC: Delaware Limited Liability Company;
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 Limited Liability Company;
Cornerstone Consolidated Services Group, Inc.: Delaware Corporation;
Cinmar, L.P.: Delaware Limited Partnership;
The Territory Ahead, Inc.: Delaware Corporation; and
Travelsmith Outfitters, Inc.: California Corporation

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

2. Name and address of receiving party(ies)

Name: **Wells Fargo Retail Finance, LLC**

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

City: **Boston** State: **Massachusetts** ZIP: **02108**

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

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

3. Nature of conveyance:

- Assignment Merger
- Security Agreement Change of Name

Other First Amendment to Intellectual Property Security Agreement

Execution Date: **October 22, 2004**

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

A. Trademark Application No.(s) 76/511308; 76/352,045; 76/555308; 76/555839; 76/606779.

B. Trademark Registration No.(s) 2185702; 2132340; 2128829; 1636913; 1636156; 2441084; 2193719; 1870879; 1870878; 2314444; 2268944; 2208738; 2208735; 2245573; 2260435; 2208723; 2250983; 2208718; 2137636; 1942987; 1835790; 2223183; 2049193; 1812526; 1746590; 2714493; 2679130; 2652908; 2192388; 2193876; 2221509; 1829433; 39332; 2534870; 2534872; 2513424; 2534871; 2812576; 2836928.

Additional numbers attached? Yes No

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

Name: **E. Page Wilkins**

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: **44**

7. Total fee (37 CFR 3.41)\$1,115.00

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)

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.

E. Page Wilkins
Name of person signing


Signature

November 9, 2004
Date

Total number of pages including cover sheet, attachments, and document: **22**

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

TRADEMARK
REEL: 002974 FRAME: 0625

FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS FIRST AMENDMENT TO INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "First Amendment to Intellectual Property Security Agreement") is entered into as of October 22, 2004 by and among CORNERSTONE BRANDS, INC., a Delaware corporation (the "Parent"), THE CORNERSTONE BRANDS GROUP, INC., a Delaware corporation, SMITH & NOBLE, LLC, a Delaware limited liability company, THE CORNERSTONE HOLDINGS GROUP, INC., a Delaware corporation, CINMAR, INC., an Ohio corporation, BALLARD DESIGNS, INC., a Georgia Corporation, GARNET HILL, INC., a New Hampshire corporation, CORNERSTONE REAL ESTATE COMPANY I, LLC, a Delaware Limited Liability Company, CORNERSTONE CONSOLIDATED SERVICES GROUP, INC., a Delaware corporation, CINMAR, L.P., a Delaware limited partnership, THE TERRITORY AHEAD, INC., a Delaware Corporation, and TRAVELSMITH OUTFITTERS, INC., a California corporation (Parent and the foregoing entities, including any successors or permitted assignees thereof, each, a "Grantor" and collectively, the "Grantors") and WELLS FARGO RETAIL FINANCE, LLC, as administrative agent (in such capacity, the "Administrative Agent"), on its own behalf and on behalf of the other Secured Parties (defined below).

RECITALS

Reference is hereby made to that certain Amended and Restated Loan and Security Agreement dated as of the date hereof (the "Amended and Restated Loan Agreement") by and between the Grantors, the Administrative Agent and the other Lenders from time to time party thereto (the "Lenders" and together with the Administrative Agent, the "Secured Parties"). The Amended and Restated Loan Agreement amends and restates the Loan and Security Agreement dated October 24, 2001 by and among the Grantors, the Administrative Agent and the Lenders, as amended by (i) Amendment Number One to the Loan and Security Agreement dated as of November 30, 2001, (ii) Amendment Number Two to the Loan and Security Agreement dated as of January 30, 2002, (iii) Amendment Number Three to the Loan and Security Agreement dated as of April 2, 2002, (iv) Amendment Number Four to the Loan and Security Agreement dated as of October 31, 2002, (v) Amendment Number Five to the Loan and Security Agreement dated as of January 23, 2003, (vi) Amendment Number Six to the Loan and Security Agreement dated as of May 30, 2003, (vii) Amendment Number Seven to the Loan and Security Agreement dated as of November 12, 2003, (viii) Consent and Amendment Number Eight to the Loan and Security Agreement dated as of December 11, 2003, (ix) Waiver and Amendment Number Nine to the Loan and Security Agreement dated as of March 31, 2004, (x) Waiver and Amendment Number Ten to the Loan and Security Agreement dated as of April 27, 2004 and (xi) Consent and Amendment Number Eleven to Loan and Security Agreement dated as of July 12, 2004 (as so amended, the "Existing Loan Agreement").

Reference is also hereby made to the Intellectual Property Security Agreement dated October 24, 2001 (the "Original Intellectual Property Security Agreement") by and among the Grantors and the Administrative Agent, on its own behalf and behalf of the other Secured Parties.

WHEREAS, pursuant to the Amended and Restated Loan Agreement, Grantors, the Administrative Agent and the Lenders have agreed, subject to the terms and conditions set forth therein, to amend and restate the Existing Loan Agreement; and

WHEREAS, it is a condition precedent to the effectiveness of the Amended and Restated Loan Agreement that each Grantor execute and deliver this First Amendment to Intellectual Property Security Agreement to the Administrative Agent, for its own benefit and the benefit of each of the Secured Parties.

NOW, THEREFORE, in consideration of the willingness of the Administrative Agent and the Lenders to enter into the Amended and Restated Loan Agreement and to make Loans to the Grantors pursuant to the Amended and Restated Loan Agreement, and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties signatory hereto agree as follows:

1. The Original Intellectual Property Security Agreement is hereby amended by deleting Schedules A, B, C and D to thereto in their entirety and inserting in lieu thereof the Schedules A, B, C and D attached hereto.

2. The Original Intellectual Property Security Agreement is hereby amended by inserting the following new Section 2A after Section 2 thereof:

"2A. Covenants. Each Grantor shall: (i) not (and shall cause each of its licensees not to) do any act, or omit to do any act, whereby any Patent that is material to the conduct of such Grantor's business may become invalidated or dedicated to the public; (ii) (and shall cause each of its licensees to) continue to mark any products covered by a Patent material to the conduct of such Grantor's business with the relevant patent number as necessary and sufficient to establish and preserve its maximum rights under applicable patent laws; (iii) for each Trademark material to the conduct of such Grantor's business, (A) maintain (and shall cause each of its licensees to maintain) such Trademark in full force free from any claim of abandonment or invalidity for non-use, (B) maintain (and shall cause each of its licensees to maintain) the quality of products and services offered under such Trademark, (C) display (and shall cause each of its licensees to display) such Trademark with notice of federal or foreign registration to the extent necessary and sufficient to establish and preserve its rights under applicable law and (D) not knowingly use or knowingly permit the use of such Trademark in violation of any third party's valid and legal rights; (iv) for each work covered by a Copyright material to the conduct of such Grantor's business, continue to publish, reproduce, display, adapt and distribute the work with appropriate copyright notice as necessary and sufficient to establish and preserve its maximum rights under applicable copyright laws; (v) notify the Administrative Agent promptly if it knows or has reason to know that any Intellectual Property material to the conduct of its business may become abandoned, lost or dedicated to the public, or of any adverse determination or development (including the institution of, or any such determination or development in, any proceeding in the United States Patent and Trademark Office, United States Copyright Office or any court or similar office of any country) regarding such Grantor's ownership of any Intellectual Property, its right to register the same, or to keep and maintain the same; (vi) no less

frequently than quarterly inform the Administrative Agent in the event that it shall, either itself or through any agent, employee, licensee or designee, file an application for any Intellectual Property (or for the registration of any Trademark or copyright) in each case material to its business, with the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, and, upon request of the Administrative Agent, execute and deliver any and all agreements, instruments, documents and papers as the Administrative Agent may reasonably request to evidence the Administrative Agent's security interest in such Patent, Trademark or Copyright, and each Grantor hereby appoints the Administrative Agent as its attorney-in-fact to execute and file such writings for the foregoing purposes, all acts of such attorney being hereby ratified and confirmed; such power, being coupled with an interest, is irrevocable; and (vii) take all necessary steps that are consistent with the practice in any proceeding before the United States Patent and Trademark Office, United States Copyright Office or any office or agency in any political subdivision of the United States or in any other country or any political subdivision thereof, to maintain and pursue each material application relating to the Patents, Trademarks or Copyrights (and to obtain the relevant grant or registration) and to maintain each issued Patent and each registration of the Trademarks and Copyrights that is material to the conduct of such Grantor's business, including timely filings of applications for renewal, affidavits of use, affidavits of incontestability and payment of maintenance fees, and, if consistent with good business judgment, to initiate opposition, interference and cancellation proceedings against third parties. In the event that any Grantor has reason to believe that any Collateral consisting of a Patent, Trademark or Copyright material to the conduct of any Grantor's business has been or is about to be infringed, misappropriated or diluted by a third party, which infringement, misappropriation or dilution could reasonably be expected to result in a Material Adverse Change, such Grantor promptly shall notify the Administrative Agent and shall, if consistent with good business judgment, promptly sue for infringement, misappropriation or dilution and to recover any and all damages for such infringement, misappropriation or dilution, and take such other actions as are appropriate under the circumstances to protect such Collateral."

3. The Original Intellectual Property Security Agreement is hereby amended by inserting immediately after Section 3 thereof a new Section 3A which section provides:

"3A. Grant of License. For the purpose of enabling the Administrative Agent to exercise rights and remedies under this Section, each Grantor hereby grants to the Administrative Agent an irrevocable, non-exclusive license (exercisable without payment of royalty or other compensation to the Grantors) to use, license or sub-license any of the Collateral consisting of licensed Intellectual Property not owned by such Grantor, so long as such right to use, license or sub-license does not cause a termination or breach of such licensed Intellectual Property, now held or hereafter acquired by such Grantor, and wherever the same may be located, and including in such license reasonable access to all media in which any of the licensed items may be recorded or stored and to all computer software and programs used for the compilation or printout thereof. Each Grantor shall use reasonable efforts to obtain the Administrative Agent's right to use, license or sub-license the licensed Intellectual Property contemplated in the preceding sentence. The

use of such license by the Administrative Agent shall only be exercised, at the option of the Administrative Agent, upon the occurrence and during the continuation of an Event of Default; provided that any license, sub-license or other transaction entered into by the Administrative Agent in accordance herewith upon the occurrence and during the continuation of an Event of Default shall be binding upon the Grantors notwithstanding any subsequent cure of such Event of Default. Any royalties and other payments received by the Administrative Agent shall be applied in accordance with the terms of the Amended and Restated Loan Agreement."

4. Except to the extent expressly amended hereby, the Original Intellectual Property Security Agreement shall be unaffected hereby, shall continue in full force and effect and is hereby ratified and confirmed in all respects. The Original Intellectual Property Security Agreement as amended hereby shall constitute the legal, valid, binding and enforceable obligation of the Grantors and the Administrative Agent. The Grantors each ratify and confirm all of their respective obligations under the Original Intellectual Property Security Agreement, as amended hereby, and acknowledge and confirm that for all purposes under the Amended and Restated Loan Agreement, the term "Intellectual Property Security Agreement" shall mean the Intellectual Property Security Agreement as amended hereby and as further amended, restated, supplemented or otherwise modified from time to time. Each of the undersigned acknowledge that the Lenders are executing the Amended and Restated Loan Agreement in reliance upon, among other things, the execution and delivery of this First Amendment to Intellectual Property Security Agreement.

5. This First Amendment to Intellectual Property Security Agreement may be executed in any number of counterparts and by the different parties hereto on separate counterparts, each of which when so executed and delivered shall be an original, but all of the counterparts shall together constitute one and the same instrument. Capitalized terms used in this First Amendment to Intellectual Property Security Agreement but not defined herein shall have the meanings assigned thereto in the Original Intellectual Property Security Agreement.

[Signature pages follow.]

IN WITNESS WHEREOF, the parties hereto have caused this First Amendment to Intellectual Property Security Agreement to be executed as of the date first above written.

GRANTORS:

CORNERSTONE BRANDS, INC.,
a Delaware corporation

By: 
Name: John V. Schaefer
Title: Secretary

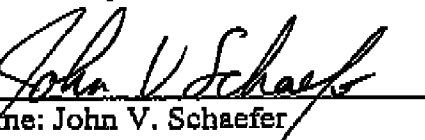
THE CORNERSTONE BRANDS GROUP, INC.,
a Delaware corporation

By: 
Name: John V. Schaefer
Title: Secretary


SMITH & NOBLE, LLC,
a Delaware limited liability company

By: 
Name: John V. Schaefer
Title: Secretary

THE CORNERSTONE HOLDINGS GROUP, INC.,
a Delaware corporation

By: 
Name: John V. Schaefer
Title: Secretary

CINMAR, INC.,
an Ohio corporation

By: 
Name: John V. Schaefer
Title: Secretary


BALLARD DESIGNS, INC.,
a Georgia corporation

By: 
Name: John V. Schaefer
Title: Secretary

GARNET HILL, INC.,
a New Hampshire corporation

By: 
Name: John V. Schaefer
Title: Secretary

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

By: 
Name: John V. Schaefer
Title: Secretary

CORNERSTONE CONSOLIDATED SERVICES
GROUP, INC.,
a Delaware corporation

By: 
Name: John V. Schaefer
Title: Secretary

CINMAR, L.P.,
A Delaware limited partnership
By: Cinmar, Inc., its general partner,

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

THE TERRITORY AHEAD, INC.,
a Delaware corporation

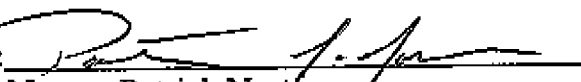
By: *John V. Schaefer*
Name: John V. Schaefer
Title: Secretary

TRAVELSMITH OUTFITTERS, INC.,
a California corporation

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

ADMINISTRATIVE AGENT:

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

By: 
Name: Patrick Norton
Title: Senior Vice President

SCHEDULE A

COPYRIGHT COLLATERAL

Registered Copyrights

<u>Jurisdiction</u>	<u>Title</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
USA	Blinds Plus: Windoware Source Guide	Smith & Noble	TX 4302925	6/7/96
USA	Windoware 1995 Catalog of Blinds, Shutters and Shades	Smith & Noble	TX 4289315	6/7/96
USA	Windoware	Smith & Noble	TX 4316687	7/1/96
USA	Ballard Designs: Accents For the Home and Garden Serial	Ballard Designs	TX 5019140 TX 5019141 TX 5038674 TX 5058911 TX 5058696 TX 5057769 TX 5110404 TX 5110403 TX 5110402 TX 5101425 TX 5098133 TX 5098134	9/17/99 9/17/99 12/15/99 12/15/99 1/28/00 1/28/00 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 Serial	Ballard Designs	TX 4918850	3/19/99
USA	Ballard Designs: Accents For the Home and Garden Serial	Ballard Designs	TX 5544869 TX 5544865 TX 5544866 TX 5544867 TX 5544868 TX 5544870	3/7/01 3/7/01 3/7/01 3/7/01 3/7/02 3/7/01
USA	Ballard Designs: Accents for the Home and Garden	Ballard Designs	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	Ballard Designs	TX 4373828	5/30/96

USA	Ballard Designs: Accents for the Home and Garden	Ballard Designs	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	Ballard Designs	VA 528141	3/11/91
USA	Ballard Designs— Accents for the Home and Garden: Holiday 1991	Ballard Designs	VA 493955	10/8/91
USA	Architectural Accents For the Home and Garden: Early Spring 1991	Ballard Designs	VA 464715	3/11/91
USA	Ballard Designs Architectural Accents for the Home and Garden: Spring 1990	Ballard Designs	VA 405600	2/7/90
USA	Ballard Designs Architectural Accents for the Home and Garden: Summer 1990	Ballard Designs	VA 406622	7/18/90
USA	Ballard Designs Architectural Accents for the Home and Garden: Fall 1990	Ballard Designs	VA 431687	10/23/90
USA	Ballard Designs Architectural Accents for the Home and Garden: Holiday 1990	Ballard Designs	VA 431373	10/18/90
USA	Ballard Designs: Accents for the Home and Garden. Serial.	Ballard Designs	TX 4022384 TX 4022385	1/19/95 1/19/95

USA	Ballard Designs: Accents for the Home and Garden. Serial	Ballard Designs	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	Ballard Designs	TX 3709816 TX 3729052	1/10/94 1/10/94
USA	Ballard Designs: Accents for the Home and Garden. Serial	Ballard Designs	TX 3479854	2/11/93
USA	Ballard Designs: Accents for the Home and Garden. Serial	Ballard Designs	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	Works covered are registered to Ballard Designs	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

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>Reg. Date</u>	<u>Owner</u>
USA	LapTop Computer Case Design	D360,978	08/08/95	The Territory Ahead, Inc.
USA	Direct Measuring Devices	5,510,891	4/23/96	Garnet Hill, Inc.

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>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
US Federal	Isabella Bird	TTA	2,185,702	9/1/98
US Federal	The Territory Ahead	TTA	2,132,340	1/27/98
US Federal	Misc. Design	TTA	2,128,829	1/13/98
US Federal	The Territory Ahead	TTA	1,636,913	2/5/91
US Federal	Misc. Design	TTA	1,636,156	2/26/91
US Federal	America's Leading Resource for Window Treatments	S+N	2,441,084	4/3/01
US Federal	Window Elements	S+N	2,193,719	10/6/98
US Federal	Windoware	S+N	1,870,879	12/27/94
US Federal	Smith + Noble	S+N	1,870,878	12/27/94
US Federal	Long-Distance	TSO	2,314,444	2/1/00
US Federal	Island Breeze	TSO	2,268,944	8/10/99
US Federal	Not-Quite-Tights	TSO	2,208,738	12/8/98
US Federal	Travel Denim	TSO	2,208,735	12/8/98
US Federal	Packable Explorer's Pants	TSO	2,245,573	5/18/99
US Federal	The Indispensable Black Travel Dress	TSO	2,260,435	7/13/99
US Federal	Fjord Fleece	TSO	2,208,723	12/8/98
US Federal	Ultimate Travel Skirt	TSO	2,250,983	6/8/99
US Federal	Hands-Off Handbag	TSO	2,208,718	12/8/98
US Federal	The Ultimate Sweater	TSO	2,137,636	2/17/98
US Federal	Misc. Design	TSO	1,942,987	12/19/95
US Federal	Travel Smith	TSO	1,835,790	5/10/94
US Federal	The Ultimate Grill	Cinmar LP	2,223,183	2/9/99

US Federal	Splash	Cinmar LP	2,049,193	4/1/97
US Federal	Enhancing Your Life at Home	Cinmar LP	1,812,526	12/21/93
US Federal	Frontgate	Cinmar LP	1,746,590	1/12/93
US Federal	Gentlemen's Domain	Cinmar LP	2,714,493	5/6/03
US Federal	Your Homepage for the Home	Cinmar LP	2,679,130	1/21/03
US Federal	Outfitting America's Finest Homes	Cinmar LP	2,652,908	11/19/02
US Federal	Ballard Designs	Ballard Designs	2,192,388	9/29/98
US Federal	Misc. Design	Ballard Designs	2,193,876	10/6/98
US Federal	Ballard's Backroom	Ballard Designs	2,221,509	2/2/99
US Federal	Garnet Hill	GH	1,829,433	4/5/94
California	Blinds Plus	S + N	39,332	10/2/91
US Federal	Smith + Noble	S + N	2,534,870	1/29/02
US Federal	Windowware	S + N	2,534,872	1/29/02
US Federal	Nature's Floor	S + N	2,513,424	11/27/01
US Federal	Window Elements	S + N	2,534,871	1/29/02
US Federal	Grandin Road	Cinmar LP	2,812,576	5/6/2003
US Federal	Garnet Hill	GH	2,836,928	4/27/2004

Trademark Applications

<u>Jurisdiction</u>	<u>Mark</u>	<u>Applicant</u>	<u>Serial No.</u>	<u>Application Date</u>
US Federal	Jessitt-Gold Interiors	S + N	76/511,308	5/2/03
US Federal	Smith + Noble	S + N	76/352,045	12/20/01
US Federal	Garnet Hill Kids	GH	76/555,308	10/10/2003
US Federal	Growing Up With Garnet Hill	GH	76/555,839	10/10/2003
US Federal	America's Leading Resource for Home Furnishings	S + N	76/606779	8/13/2004

Trademark Licenses

SCHEDULE D**DOMAIN NAMES**

Brand	Domain Name
Cornerstone Brands	cornerstonebrands.com cpi-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 gentlemaindomain.com gentlemendomain.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
lwindowware.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

SCHEDULE E

FOREIGN PATENT COLLATERAL

SCHEDULE F**FOREIGN TRADEMARK COLLATERAL**

<u>Jurisdiction</u>	<u>Mark</u>	<u>Owner</u>	<u>Registration No.</u>	<u>Registration Date</u>
CTM	Ballard Designs	Ballard	000728436	6/7/00
Japan	Ballard Designs	Ballard	4454306	2/23/01
Japan	Misc. Design	Ballard	4474556	5/18/01
EU	Travelsmith	TSO	335190	7/10/98
EU	Design (plane)	TSO	335232	9/1/98
Japan	Travelsmith	TSO	4105022	1/23/98
UK	Travelsmith	TSO	2181576	11/9/98
UK	Design (plane)	TSO	2181581	11/9/98
Australia	The Territory Ahead & Design	TTA	727121	11/5/97
China	The Territory Ahead & Design	TTA	767637	9/21/95
China	The Territory Ahead & Design	TTA	768870	9/28/95
Germany	The Territory Ahead & Design	TTA	2025286	2/21/02
France	The Territory Ahead & Design	TTA	94/512,662	9/9/94
UK	The Territory Ahead & Design	TTA	1556141	12/9/94
UK	The Territory Ahead & Design	TTA	1556142	5/12/95
Hong Kong	The Territory Ahead & Design	TTA	0185/94	2/29/92
Hong Kong	The Territory Ahead & Design	TTA	71291996	8/1/96
Japan	The Territory Ahead & Design	TTA	2588383	10/29/93
Japan	The Territory Ahead & Design	TTA	4021522	7/4/97
Mexico	The Territory Ahead & Design	TTA	493,500	5/31/95
Mexico	The Territory Ahead & Design	TTA	475,209	9/27/94
Japan	The Territory Ahead & Design	TTA	4039532	10/23/97
Japan	The Territory Ahead	TTA	4049126	8/29/97

	& Design			
Singapore	The Territory Ahead & Design	TTA	T97/4616E	4/17/97
Japan	Garnet Hill	GH	4242525	2/19/99

Pending Trademark Applications

<u>Jurisdiction</u>	<u>Mark</u>	<u>Application No.</u>	<u>Application Date</u>
EU	The Indispensable Black Dress		11/9/98
Japan	The Territory Ahead & Design	030704/95	3/29/95
Japan	The Territory Ahead & Design	101072/95	9/29/95
Singapore	The Territory Ahead & Design	4614/97	4/17/97
Singapore	The Territory Ahead & Design	4612/97	4/17/97
Singapore	The Territory Ahead & Design	4613/97	4/17/97
Turkey	The Territory Ahead & Design-Turkey		
Turkey	The Territory Ahead & Design-Turkey		