

FORM PTO-1594 (Modified)  
(Rev. 10/02)  
CMB No. 0651-0027 (exp. 6/30/2005)  
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TM05/REV03

RECORDATION FORM COVER SHEET

Docket No.:

TRADEMARKS / SERVICE MARKS ONLY

20728/44

Tab settings

To the Director of the United States Patent and Trademark Office: Please record the attached original documents or copy thereof.

1. Name of conveying party(ies):

Mothers Work, Inc., Cave Springs, Inc., and Mothers Work Canada, Inc.

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

Additional names(s) of conveying party(ies)  Yes  No

3. Nature of conveyance:

- Assignment
- Security Agreement
- Other
- Merger
- Change of Name

Execution Date: October 15, 2004

2. Name and address of receiving party(ies):

Name: Fleet Retail Group, Inc.

Internal Address:

Street Address: 40 Broad Street

City: Boston State: MA ZIP: 02109

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State Delaware
- Other

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

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

A. Trademark / Service Mark Application No.(s)

See attached Exhibit A

B. Trademark / Service Mark Registration No.(s)

See attached Exhibit A

Additional numbers  Yes  No

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

Name: Mark S. Leonardo, Esq.

Internal Address: Brown Rudnick Berlack Israels LLP

Street Address: One Financial Center

City: Boston State: MA ZIP: 02111

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

87

7. Total fee (37 CFR 3.41):.....\$ \$2,190.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

500369

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.

Mark S. Leonardo, Esq. (Reg. No. 41,433)

Name of Person Signing

Signature

November 12, 2004

Date

Total number of pages including cover sheet, attachments, and

18

Mail documents to be recorded with required cover sheet information to:  
Mail Stop Recordation Services  
Director of the United States Patent and Trademark Office  
P.O. Box 1450, Alexandria, VA 22313-1450

TRADEMARK

REEL: 002978 FRAME: 0745

700131469

CH \$2190.00 500369 76011228

## EXHIBIT A

Borrowers' now owned and existing or hereafter acquired or arising registered service marks and Federal service mark applications, registered trademarks, and Federal trade mark applications:

Trademark/Service Mark Registrations<sup>1</sup>

Mark	Classes	Status	Appl. Date	Appl. No.	Reg. Date	Reg. No.	Renewal Due
MOTHERHOOD	25	Registered	5/12/75	73/052,095	1/4/77	1,055,611	1/4/07
MOTHERHOOD MATERNITY OUTLET.	42	Registered	8/31/93	74/432,728	6/13/95	1,900,180	6/13/05
MOTHERHOOD	42	Registered	8/18/93	74/426,750	6/6/95	1,898,334	6/6/05
MOTHERHOOD IS EVERYTHING GOOD.	35	Registered	4/22/99	75/688,050	1/7/03	2,672,498	1/7/13
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QUINTESENTIALS	25	Registered	9/27/96	75/979,490	11/21/00	2,407,372	11/21/10
REAL TIME RETAILING	42	Registered	2/22/94	74/493,129	5/14/96	1,974,394	5/14/06
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<sup>1</sup> Cave Springs, Inc. also owns the following trademark even though such trademark is owned of record by Mmaternity, Inc. according to the records of the USPTO: JM (Stylized), Class 42, Application No. 76/225,265. Cave Springs, Inc. has not filed transfer documentation with the USPTO with respect to this trademark because Cave Springs, Inc. has decided to abandon this trademark.

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FRENCH FIT	25	Registered	2/25/00	75/927,925	9/11/01	2,487,08 4	9/11/11
MATERNITY REDEFINED	25	Registered	2/15/89	73/781,264	2/20/90	1,583,74 6	2/20/10
MATERNITY REDEFINED	42	Registered	1/23/89	73/776,090	2/27/90	1,585,13 9	2/27/10
MATERNITY WORKS	25, 42	Registered	2/22/94	74/493,130	2/27/96	1,959,25 2	2/27/06
MATERNITYMALL	35, 42	Registered	4/15/99	75/684,344	3/19/02	2,551,23 6	3/19/12
MATERNITYMALL.COM	35, 42	Registered	3/1/99	75/650,032	7/31/01	2,474,59 4	7/31/11
Design (Woman figure, evening wear pose)	25, 42	Registered	2/29/00	75/930,804	7/2/02	2,589,31 1	7/2/12
MIMI MATERNITY	42	Registered	7/2/90	74/074,440	6/23/92	1,697,11 7	6/23/12
WHAT'S SHOWING IS YOUR STYLE	25, 42	Registered	12/10/92	74/338,763	1/11/95	1,935,76 3	1/11/05

Trademark Applications

Mark	Classes	Status	Appl. Date	Appl. No.
MIMI ESSENTIALS FOR MATERNITY	25	Allowed	3/27/00	76/011,228
EVERY DAY IS MOTHERS DAY AT MO	25	Allowed	12/19/02	78/196,412
FUTURETRUST	35,36	Allowed	11/11/02	78/183,886
Woman in Exercise Pose Design	25,42	Pending	10/10/03	78/312,173
Woman- Side Profile Design	25,42	Pending	10/10/03	78/312,166
A PEA IN THE POD	03	Pending	3/25/03	78/229,685
A PEA IN THE POD	27	Pending	3/25/03	78/229,468
A PEA IN THE POD	24	Pending	3/25/03	78/229,461
A PEA IN THE POD	20	Pending	3/25/03	78/229,453
A PEA IN THE POD	19	Pending	3/25/03	78/229,451
A PEA IN THE POD	18	Pending	3/25/03	78/229,446
A PEA IN THE POD	28	Pending	3/21/03	78/228,671
A PEA IN THE POD	16	Pending	3/21/03	78/228,660
A PEA IN THE POD	14	Pending	3/21/03	78/228,653
A PEA IN THE POD	12	Pending	3/21/03	78/228,649
A PEA IN THE POD	11	Pending	3/21/03	78/228,631
A PEA IN THE POD	09	Pending	3/21/03	78/228,628
A PEA IN THE POD	05	Pending	3/21/03	78/228,613
A PEA IN THE POD	02	Pending	3/21/03	78/228,573
MOTHERHOOD	41	Pending	3/21/03	78/228,550
MOTHERHOOD	31	Pending	3/21/03	78/228,525
MOTHERHOOD	27	Pending	3/21/03	78/228,322
MOTHERHOOD	20	Pending	3/20/03	78/228,149
MOTHERHOOD	19	Pending	3/20/03	78/228,138
MOTHERHOOD	14	Pending	3/19/03	78/227,615
MOTHERHOOD	11	Pending	3/19/03	78/227,537

Mark	Classes	Status	Appl. Date	Appl. No.
MOTHERHOOD	02	Pending	3/19/03	78/227,289
2 HEARTS	25, 42	Pending	1/13/03	78/322,227
TWO HEARTS	25, 42	Pending	1/13/03	78/322,216
MOTHERHOOD IS EVERYTHING GOOD.	25	Pending	10/30/02	78/179,946
MOTHERHOOD	03, 10, 16, 18, 20, 21, 24, 25, 29, 30	Pending	10/30/02	78/179,882
MOTHERHOOD BABY	25, 42	Pending	10/10/03	78/312,147
MOTHERHOOD	03	Pending	3/25/03	78/229,707
MOTHERHOOD	32	Pending	3/21/03	78/228,535
MOTHERHOOD	30	Pending	3/21/03	78/228,380
MOTHERHOOD	29	Pending	3/21/03	78/228,329
MOTHERHOOD	28	Pending	3/21/03	78/228,327
MOTHERHOOD	25	Pending	3/21/03	78/228,317
MOTHERHOOD	24	Pending	3/20/03	78/228,189
MOTHERHOOD	21	Pending	3/20/03	78/228,167
MOTHERHOOD	26	Pending	3/20/03	78/228,126
MOTHERHOOD	09	Pending	3/20/03	78/228,076
MOTHERHOOD	16	Pending	3/20/03	78/227,870
MOTHERHOOD	12	Pending	3/19/03	78/227,596
MOTHERHOOD	10	Pending	3/19/03	78/227,558
MOTHERHOOD	5	Pending	3/19/03	78/227,478
WOMAN IN YOGA POSE DESIGN	25, 42	Pending	10/10/03	78/312,221
MOTHERHOOD BABY	25	Published	7/15/03	78/274,399
MOTHERHOOD BABY	09	Published	7/15/03	78/274,390
MOTHERHOOD BABY	11	Published	7/15/03	78/274,382
MOTHERHOOD BABY	27	Published	7/15/03	78/274,323
MOTHERHOOD BABY	24	Published	7/15/03	78/274,317
MOTHERHOOD BABY	16	Published	7/15/03	78/274,311
MOTHERHOOD BABY	20	Published	7/15/03	78/274,303
MOTHERHOOD BABY	14	Published	7/15/03	78/274,300
MOTHERHOOD BABY	19	Published	7/15/03	78/274,296

Mark	Classes	Status	Appl. Date	Appl. No.
MOTHERHOOD BABY	18	Published	7/15/03	78/274,291
MOTHERHOOD BABY	28	Published	7/15/03	78/274,285
MOTHERHOOD BABY	12	Published	7/15/03	78/274,279
MOTHERHOOD BABY	03	Published	7/15/03	78/274,267
OH BABY By MOTHERHOOD & Design	25, 35	Pending	8/11/04	78/465,487
OH BABY & Design	25, 35	Pending	8/13/04	78/466,949
MOTHERHOOD: IT'S HOT	16, 25, 35	Pending	8/11/04	78/465,526
MOTHERHOOD BABY	02	Published	7/15/03	78/274,254

**TRADEMARK AND TRADEMARK  
APPLICATIONS SECURITY AGREEMENT**

This Trademark and Trademark Application Security Agreement (this "**TM Security Agreement**") is made as of October 15, 2004, by Mothers Work, Inc., a Delaware corporation, Cave Springs, Inc., a Delaware corporation, and Mothers Work Canada, Inc., a Delaware corporation, each with their principal offices at 456 North Fifth Street, Philadelphia, Pennsylvania 19123 (the "**Obligors**"), and Fleet Retail Group, Inc., a Delaware corporation at its office at 40 Broad Street, Boston, Massachusetts 02109, as collateral agent for the benefit of the Lenders (defined below) (the "**Agent**").

**RECITALS**

WHEREAS, pursuant to the Loan and Security Agreement dated October 15, 2004 (as amended from time to time, the "**Loan Agreement**") made between the Obligors, lenders named therein (the "**Lenders**") and the Agent, the Agent and Lenders have agreed to make certain Loans (as defined in the Loan Agreement, hereinafter, the "**Loans**") available to the Borrowers as defined therein;

WHEREAS, to induce the Lenders to make Loans to the Borrowers, Mothers Work Canada, Inc. entered into that certain Guaranty dated as of even date herewith guaranteeing the payment and performance of all Liabilities under the Loan Agreement (the "**Guaranty**");

WHEREAS, pursuant to the Loan Agreement, the Obligors have granted to the Agent for the benefit of the Lenders a security interest in the Obligors' Collateral (as defined in the Loan Agreement) to secure the Liabilities (as defined in the Loan Agreement) of certain of the Obligors to the Lenders;

WHEREAS, as a condition, among others, to the establishment of the credit facilities contemplated by the Loan Agreement, and to further secure the Liabilities and to more fully vest the security interest granted in the Loan Agreement, the Obligors have executed this TM Security Agreement.

NOW THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Obligors, Agent and the Lenders agree as follows:

1. Terms used herein which are defined in the Loan Agreement are used as so defined.
2. To secure the Liabilities, the Obligors hereby grant a security interest in favor of, and collaterally assigns to the Agent for the benefit of the Lenders, with power of sale (which power of sale shall be exercisable only following the occurrence and during the continuance of an Event of Default as defined in the Loan Agreement and used herein as so defined), in and to the following and all proceeds thereof:

- a. All of the Obligors' now owned or existing or hereafter acquired or arising trademarks, trademark applications, service marks, registered service marks and service mark applications including, without limitation, those listed on *EXHIBIT A* annexed hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademarks, trademark applications, service marks, registered service marks, and service mark applications.
- b. All renewals of any of the foregoing.
- c. All income, royalties, damages and payments now and hereafter due and/or payable under and with respect to any of the foregoing, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof.
- d. The right to sue for past, present and future infringements and dilutions of any of the foregoing.
- e. All of Obligors' rights corresponding to any of the foregoing throughout the world.

All of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications described in Subsection 2(a), together with the items respectively described in Subsections 2(b) through and including 2(e) are hereinafter individually and/or collectively referred to as the "Marks".

3. Until this TM Security Agreement is terminated in writing by a duly authorized officer of the Agent, the Obligors shall undertake the following with respect to each Mark:
  - a. Pay all renewal fees and other fees and costs associated with maintaining the Marks and with the processing of the Marks except for any Marks which the Obligors determine in the exercise of their business judgment are no longer necessary or useful in their businesses.
  - b. At the Obligors' sole cost, expense, and risk, pursue the prompt, diligent, processing of each Application for Registration which is the subject of the security interest created herein and not abandon or delay any such efforts except if the Obligors determine in the exercise of their reasonable business judgment that the Marks are no longer necessary or useful in their businesses.
  - c. At the Obligors' sole cost, expense, and risk, take any and all action which Obligors deem necessary or desirable to protect the Marks, including, without limitation, the prosecution and defense of infringement actions.

4. In the event of:



- a. the Obligors' failure, within Five (5) days of written notice from the Agent, to cure any failure by the Obligors to perform any of the Obligors' obligations set forth in Section 3, above, and/or
- b. the occurrence and during the continuance of any Event of Default,

the Agent acting in its own name or in that of the Obligor may (but shall not be required to) act in the Obligors' place and stead and/or in the Agent's own right in connection therewith.

Obligors represent and warrant that:

- a. **EXHIBIT A** includes all of the registered trademarks, Federal trademark applications, registered service marks and Federal service mark applications now owned by the Obligors.
- b. No liens, claims or security interests have been granted in any Mark by the Obligors to any Person other than to the Agent for the benefit of the Lenders.

In order to further secure the Liabilities:

- a. The Obligors shall give the Agent written notice (with reasonable detail) within Ten (10) days following the occurrence of any of the following:
  - i. The Obligors obtain rights to, and file applications for registration of, any new trademarks, or service marks, or otherwise acquires ownership of any newly registered trademarks, registered service marks, trademark applications, or service mark applications, (other than Obligors' right to sell products containing the trademarks of others in the ordinary course of Obligors' businesses).
  - ii. The Obligors become entitled to the benefit of any registered trademarks, trademark applications, trademark licenses, trademark license renewals, registered service marks, service mark applications, service mark licenses or service mark license renewals whether as licensee or licensor (other than Obligors' right to sell products containing the trademarks of others in the ordinary course of Obligors' businesses).
  - iii. The Obligors enter into any new trademark license agreement or service mark license agreement.
- b. The provisions of this TM Security Agreement shall automatically apply to any such additional property or rights described in 6(a), above, all of which shall be deemed to be and treated as "Marks" within the meaning of this TM Security Agreement.

c. The Obligors hereby authorize the Agent to modify this agreement by amending **EXHIBIT A** to include any future registered trademarks, trademark applications, registered service marks and service mark applications, written notice of which is so given, *provided, however*, the modification of said **EXHIBIT A** shall not be a condition to the creation or perfection of the security interest created hereby.

7. Upon the occurrence and during the continuance of any Event of Default, the Agent for the benefit of the Lenders may exercise all rights and remedies of a secured party upon default under the Uniform Commercial Code as adopted in New York (the "**Code**"), with respect to the Marks, in addition to which the Agent, subject to the terms of the Loan Agreement, may sell, license, assign, transfer, or otherwise dispose of the Marks. Any person may conclusively rely upon an affidavit of an officer of the Agent that an Event of Default has occurred and that the Agent is authorized to exercise such rights and remedies.

8. The Obligors hereby irrevocably constitute and designate the Agent as and for the Obligors' attorney in fact, effective with and upon the Agent's first exercise (the "**First Exercise**") of the rights, remedies and power described in clauses (a) and (b) below following the occurrence and during the continuance of any Event of Default:

- a. To exercise any of the rights and powers referenced in Section 3.
- b. To execute all such instruments, documents, and papers as the Agent determines to be appropriate in connection with the exercise of such rights and remedies and to cause the sale, license, assignment, transfer, or other disposition of the Marks.

The within grant of a power of attorney, being coupled with an interest, shall be irrevocable until the within TM Security Agreement is terminated by a duly authorized officer of the Agent, but shall be exercisable only following the occurrence and during the continuance of an Event of Default.

9. Any use by the Agent of the Marks as authorized hereunder in connection with the exercise of the Agent's rights and remedies under the within TM Security Agreement and the Loan Agreement shall be coextensive with Obligors' rights hereunder and thereunder and with respect hereto and thereto and without any liability for royalties or other related charges from the Agent to the Obligors. Such use by the Agent shall be permitted only with and upon the **First Exercise** following the occurrence and during the continuance of an Event of Default.

10. Agent hereby acknowledges that the Obligors shall continue to have the exclusive right, prior to notice from the Agent following the occurrence and during the continuance of an Event of Default, to sue for past, present and future infringement of the Marks including the right to seek injunctions and/or money damages, in an effort by Obligors to protect the Marks against encroachment by third parties; provided, however, that Obligors first notify Agent in writing of its

intention to sue for enforcement of the Marks against a particular party. All costs arising in connection with any infringement shall be borne by Obligors.

- 11. Following the payment and satisfaction of all Liabilities, and the termination of any obligation of the Agent to provide loans or financial accommodations under the credit facility contemplated by the Loan Agreement, this TM Security Agreement shall terminate and the Agent shall execute and deliver to Obligors all such instruments as the Obligors reasonably may request to release any encumbrance in favor of the Agent for the benefit of the Lenders created hereby or pursuant hereto, subject, however, to any disposition thereof which may have been made by Agent pursuant hereto or pursuant to the Loan Agreement.
- 12. The Obligors shall, at the request of the Agent, do any and all acts and execute any and all documents reasonably required by the Agent in connection with the protection, preservation, and enforcement of the Agent's rights hereunder.
- 13. The Obligors shall, upon demand, reimburse the Agent for all reasonable costs and expenses incurred by the Agent in the exercise of any rights hereunder (including, without limitation, reasonable fees and expenses of counsel).
- 14. Neither anything contained in the TM Security Agreement or in the Loan Agreement nor any act, omission, or circumstance may be construed as directly or indirectly conveying to the Agent for the benefit of the Lenders any rights in and to the Marks, except following the occurrence and during the continuance of any Event of Default (and in such circumstances, only with and upon the First Exercise).
- 15. This TM Security Agreement is intended to be supplemental of the Loan Agreement. All provisions of the Loan Agreement shall apply to the Marks and the Agent and Lenders shall have the same rights with respect to any and all security interests in the Marks granted the Agent and Lenders to secure the Liabilities hereunder as thereunder. In the event of a conflict between this TM Security Agreement and the Loan Agreement, the terms of this TM Security Agreement shall control with respect to the Marks and the Loan Agreement with respect to all other collateral.
- 16. This Agreement shall be governed, construed and interpreted in accordance with the laws of the State of New York without giving effect to conflict of law principles.

**[Remainder of Page Intentionally Blank]**


*Signature Page to Trademark Security Agreement*

IN WITNESS WHEREOF, the Obligors and the Agent respectively have caused this TM Security Agreement to be executed by officers duly authorized to do so on the date first above written.


MOTHERS WORK, INC.  
(an "Obligor")

By:   
Name: Edward M. Krell  
Title: Chief Financial Officer

CAVE SPRINGS, INC.  
(an "Obligor")

By:   
Name: Edward M. Krell  
Title: Chief Financial Officer

MOTHERS WORK CANADA, INC.  
(an "Obligor")

By:   
Name: Edward M. Krell  
Title: Chief Financial Officer

FLEET RETAIL GROUP, INC.  
(the "Agent")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

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(an "Obligor")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

CAVE SPRINGS, INC.  
(an "Obligor")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

MOTHERS WORK CANADA, INC.  
(an "Obligor")

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_

FLEET RETAIL GROUP, INC.  
(the "Agent")

By: Sally A Sheehan  
Name: Sally A Sheehan  
Title: Managing Director

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Design (Woman figure, evening wear pose)	25, 42	Registered	2/29/00	75/930,804	7/2/02	2,589,31	7/2/12
MIMI MATERNITY	42	Registered	7/2/90	74/074,440	6/23/92	1,697,11	6/23/12
WHAT'S SHOWING IS YOUR STYLE	25, 42	Registered	12/10/92	74/338,763	11/14/95	1,935,76	11/14/05

## Trademark Applications

Mark	Classes	Status	Appl. Date	Appl. No.
MINI ESSENTIALS FOR MATERNITY	25	Allowed	3/27/00	76/011,228
EVERY DAY IS MOTHERS DAY AT MO	25	Allowed	12/19/02	78/196,412
FUTURETRUST	35,36	Allowed	1/11/02	78/183,886
Woman in Exercise Pose Design	25, 42	Pending	10/10/03	78/312,173
Woman-Side Profile Design	25, 42	Pending	10/10/03	78/312,166
A PEA IN THE POD	03	Pending	3/25/03	78/229,685
A PEA IN THE POD	27	Pending	3/25/03	78/229,468
A PEA IN THE POD	24	Pending	3/25/03	78/229,461
A PEA IN THE POD	20	Pending	3/25/03	78/229,453
A PEA IN THE POD	19	Pending	3/25/03	78/229,451
A PEA IN THE POD	18	Pending	3/25/03	78/229,446
A PEA IN THE POD	28	Pending	3/21/03	78/228,671
A PEA IN THE POD	16	Pending	3/21/03	78/228,660
A PEA IN THE POD	14	Pending	3/21/03	78/228,653
A PEA IN THE POD	12	Pending	3/21/03	78/228,649
A PEA IN THE POD	11	Pending	3/21/03	78/228,631
A PEA IN THE POD	09	Pending	3/21/03	78/228,628
A PEA IN THE POD	05	Pending	3/21/03	78/228,613
A PEA IN THE POD	02	Pending	3/21/03	78/228,573
MOTHERHOOD	41	Pending	3/21/03	78/228,550
MOTHERHOOD	31	Pending	3/21/03	78/228,525
MOTHERHOOD	27	Pending	3/21/03	78/228,322
MOTHERHOOD	20	Pending	3/20/03	78/228,149
MOTHERHOOD	19	Pending	3/20/03	78/228,139
MOTHERHOOD	14	Pending	3/19/03	78/227,615
MOTHERHOOD	11	Pending	3/19/03	78/227,537



Mark	Classes	Status	Appl. Date	Appl. No.
MOTHERHOOD	02	Pending	3/19/03	78/227,289
2 HEARTS	25, 42	Pending	11/3/03	78/322,227
TWO HEARTS	25, 42	Pending	11/3/03	78/322,216
MOTHERHOOD IS EVERYTHING GOOD.	25	Pending	10/30/02	78/179,946
MOTHERHOOD	03, 10, 16, 18, 20, 21, 24, 25, 28, 30	Pending	10/30/02	78/179,882
MOTHERHOOD BABY	25, 42	Pending	10/10/03	78/312,147
MOTHERHOOD	03	Pending	3/25/03	78/229,707
MOTHERHOOD	32	Pending	3/21/03	78/228,535
MOTHERHOOD	30	Pending	3/21/03	78/228,980
MOTHERHOOD	29	Pending	3/21/03	78/228,329
MOTHERHOOD	28	Pending	3/21/03	78/228,327
MOTHERHOOD	25	Pending	3/21/03	78/228,317
MOTHERHOOD	24	Pending	3/20/03	78/228,189
MOTHERHOOD	21	Pending	3/20/03	78/228,167
MOTHERHOOD	26	Pending	3/20/03	78/228,126
MOTHERHOOD	09	Pending	3/20/03	78/228,076
MOTHERHOOD	16	Pending	3/20/03	78/227,870
MOTHERHOOD	12	Pending	3/19/03	78/227,596
MOTHERHOOD	10	Pending	3/19/03	78/227,558
MOTHERHOOD	5	Pending	3/19/03	78/227,478
WOMAN IN YOGA POSE DESIGN	25, 42	Pending	10/10/03	78/312,221
MOTHERHOOD BABY	25	Published	7/15/03	78/274,399
MOTHERHOOD BABY	09	Published	7/15/03	78/274,390
MOTHERHOOD BABY	11	Published	7/15/03	78/274,382
MOTHERHOOD BABY	27	Published	7/15/03	78/274,323
MOTHERHOOD BABY	24	Published	7/15/03	78/274,317
MOTHERHOOD BABY	16	Published	7/15/03	78/274,311
MOTHERHOOD BABY	20	Published	7/15/03	78/274,303
MOTHERHOOD BABY	14	Published	7/15/03	78/274,300
MOTHERHOOD BABY	19	Published	7/15/03	78/274,296

Mark	Classes	Status	Appl. Date	Appl. No.
MOTHERHOOD BABY	18	Published	7/15/03	78/274,291
MOTHERHOOD BABY	28	Published	7/15/03	78/274,285
MOTHERHOOD BABY	12	Published	7/15/03	78/274,279
MOTHERHOOD BABY	03	Published	7/15/03	78/274,267
OH BABY BY MOTHERHOOD & Design	25, 35	Pending	8/11/04	78/465,487
OH BABY & Design	25, 35	Pending	8/13/04	78/466,949
MOTHERHOOD: TTS HOT	16, 25, 35	Pending	8/11/04	78/465,526
MOTHERHOOD BABY	02	Published	7/15/03	78/274,254