

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT
------------------	----------------

NATURE OF CONVEYANCE:	SECURITY INTEREST
-----------------------	-------------------

CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
Keeco, LLC		11/12/2004	Limited Liability Company:

RECEIVING PARTY DATA	
Name:	GMAC Commercial Finance LLC
Street Address:	3000 Town Center, Suite 280
City:	Southfield
State/Country:	MICHIGAN
Postal Code:	48075
Entity Type:	Limited Liability Company:

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1895510	THE HEIRLOOM LACE COLLECTION
Registration Number:	1920584	THE HEIRLOOM LACE COLLECTION
Registration Number:	1981988	VINTAGE HOME
Registration Number:	1998465	VINTAGE HOME
Registration Number:	2078437	THE HEIRLOOM QUILT COLLECTION
Registration Number:	2132580	VINTAGE HOME
Registration Number:	2142472	THE HEIRLOOM LACE COLLECTION
Registration Number:	2269455	THE HANDMADE HOME COMPANY
Registration Number:	2417697	YOUR STORE, HER HOME
Registration Number:	2459539	VINTAGE HOME
Registration Number:	2520276	M METRO LIVING
Registration Number:	2572030	SIMPLY HANDMADE
Registration Number:	2580017	HEIRLOOM HOME COLLECTION
Serial Number:	78408322	INITIALS BY KEECO
Serial Number:	78341154	KEECO

CH \$390.00 1895510

CORRESPONDENCE DATA

Fax Number: (415)591-1400

Correspondence will be sent via US Mail when the fax attempt is unsuccessful.

Email: ggillen@winston.com

Correspondent Name: Grace Gillen

Address Line 1: 101 California Street, Suite 3900

Address Line 2: Winston & Strawn, LLP

Address Line 4: San Francisco, CALIFORNIA 94111

ATTORNEY DOCKET NUMBER:	081248.6
NAME OF SUBMITTER:	Eva Franko

Total Attachments: 7

- source=Trademark Security Filing#page1.tif
- source=Trademark Security Filing#page2.tif
- source=Trademark Security Filing#page3.tif
- source=Trademark Security Filing#page4.tif
- source=Trademark Security Filing#page5.tif
- source=Trademark Security Filing#page6.tif
- source=Trademark Security Filing#page7.tif

INTELLECTUAL PROPERTY SECURITY AGREEMENT

THIS INTELLECTUAL PROPERTY SECURITY AGREEMENT (this "Agreement"), dated as of November 12, 2004, is made KEECO, LLC, a California limited liability company ("Grantor"), in favor of GMAC COMMERCIAL FINANCE LLC, a Delaware limited liability company ("Lender").

WITNESSETH:

WHEREAS, pursuant to that certain Loan and Security Agreement of even date herewith by and between Grantor and Lender (as from time to time amended, restated, supplemented or otherwise modified, the "Loan Agreement"), Lender has agreed to make the Loans and to incur Letter of Credit obligations for the benefit of Grantor; and

WHEREAS, Lender is willing to make the Loans and to incur Letter of Credit obligations as provided for in the Loan Agreement, but only upon the condition, among others, that Grantor shall have executed and delivered to Lender this Intellectual Property Security Agreement.

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

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

2. GRANT OF SECURITY INTEREST IN INTELLECTUAL PROPERTY COLLATERAL. To secure the complete and timely payment of all the Obligations of Grantor now or hereafter existing from time to time, Grantor hereby pledges and grants to Lender a continuing first priority security interest in all of Grantor's right, title and interest in, to and under the following, whether presently existing or hereafter created or acquired (collectively, the "Intellectual Property Collateral"):

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

(b) all of its Trademarks and Trademark Licenses to which it is a party including those referred to on Schedule II hereto;

(c) all of its Copyrights and Copyright Licenses to which it is a party including those referred to on Schedule III hereto;

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

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

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

3. REPRESENTATIONS AND WARRANTIES. Grantor represents and warrants that Grantor does not have any interest in, or title to, any Patent, Trademark or Copyright except as set forth in Schedule I, Schedule II and Schedule III, respectively, hereto. This Agreement is effective to create a valid and continuing lien on and, upon the filing hereof with the United States Patent and Trademark Office and the United States Copyright Office, perfected security interests in favor of Lender in all of Grantor's Patents, Trademarks and Copyrights and such perfected security interests are enforceable as such as against any and all creditors of, and purchasers from, Grantor. Upon filing of this Agreement with the United States Patent and Trademark Office and the United States Copyright Office and the filing of appropriate financing statements, all action necessary or desirable to protect and perfect Lender's lien on Grantor's Patents, Trademarks and Copyrights shall have been duly taken.

4. RESERVED.

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

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

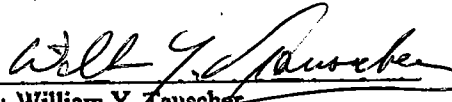
7. NOTICES. Whenever it is provided herein that any notice, demand, request, consent, approval, declaration or other communication shall or may be given to or served upon any of the parties by any other party, or whenever any of the parties desires to give and serve upon any other party any communication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

8. TERMINATION OF THIS SECURITY AGREEMENT. Subject to Section 6 hereof, this Agreement shall terminate at the end of the Initial Term, unless extended in accordance with the Loan Agreement (the "Termination Date").

[Remainder Of Page Intentionally Left Blank]

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

KEECO, LLC

By: 
Name: William Y. Tauscher
Title: President

ACCEPTED and ACKNOWLEDGED by:

GMAC COMMERCIAL FINANCE LLC

By: _____
Name: Daniel J. Manella
Title: Senior Vice President

KEECO US IP SECURITY AGREEMENT SIGNATURE PAGE

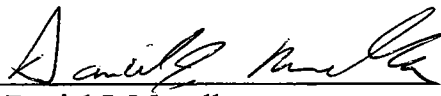
IN WITNESS WHEREOF, Grantor has caused this Intellectual Property Security Agreement to be executed and delivered by its duly authorized officer as of the date first set forth above.

KEECO, LLC

By: _____
Name: William Y. Tauscher
Title: President

ACCEPTED and ACKNOWLEDGED by:

GMAC COMMERCIAL FINANCE LLC

By: 
Name: Daniel J. Manella
Title: Senior Vice President

SCHEDULE II
to
INTELLECTUAL PROPERTY SECURITY AGREEMENT

I. TRADEMARK REGISTRATIONS

<u>MARK</u>	<u>Reg. Date</u>	<u>Reg. Number</u>
THE HEIRLOOM LACE COLLECTION	5/23/1995	1,895,510
THE HEIRLOOM LACE COLLECTION	9/19/1995	1,920,584
VINTAGE HOME	6/25/1996	1,981,988
VINTAGE HOME	9/3/1996	1,998,465
THE HEIRLOOM QUILT COLLECTION	7/15/1997	2,078,437
VINTAGE HOME	1/27/1998	2,132,580
THE HEIRLOOM LACE COLLECTION	3/10/1998	2,142,472
THE HANDMADE HOME COMPANY	8/10/1999	2,269,455
YOUR STORE, HER HOME	1/2/2001	2,417,697
VINTAGE HOME	6/12/2001	2,459,539
METRO LIVING + DESIGN	12/18/2001	2,520,276
SIMPLY HANDMADE	5/21/2002	2,572,030
HEIRLOOM HOME COLLECTION	6/11/2002	2,580,017

II. TRADEMARK APPLICATIONS

<u>MARK</u>	<u>Filing Date</u>	<u>Serial Number</u>
Initials by Keeco	4/1/2003	78408322
KEECO	12/15/2003	78341154

III. TRADEMARK LICENSES

<u>Name of Agreement</u>	<u>Date of Contract</u>	<u>Parties</u>
B. Smith Group Licensing Agreement	February 1, 2002	B. Smith Group Licensing; L. Kee & Co., Inc. (assigned to Keeco, LLC)