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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):
STEIN WORLD, LLC

- Individual(s)
- General Partnership
- Corporation-State
- Other DE limited liability company
- Association
- Limited Partnership

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

3. Nature of conveyance:

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

Execution Date: 06/24/2004

2. Name and address of receiving party(ies)

Name: DYMAS FUNDING COMPANY, LLC, as Administrative Agent
Internal
Address: 35th Floor

Street Address: One North Franklin

City: Chicago State: IL Zip: 60606

- Individual(s) citizenship
- Association
- General Partnership
- Limited Partnership
- Corporation-State
- Other DE limited liability company

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

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

A. Trademark Application No.(s) n.a.

B. Trademark Registration No.(s) 2341067

Additional number(s) attached Yes No

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

Name:
Attn: Penelope J.A. Agodoa
Federal Research Company, LLC
1030 15th Street, NW, Suite 920
Washington, DC 20005
202.783.2700

Street Address:

City: State: Zip:

6. Total number of applications and registrations involved: 1

7. Total fee (37 CFR 3.41) \$ 40.00

- Enclosed
- Authorized to be charged to deposit account

8. Deposit account number:

DO NOT USE THIS SPACE

9. Signature.

Penelope S. Johnson
Name of Person Signing

Penelope S. Johnson
Signature

06/25/2004
Date

Total number of pages including cover sheet, attachments, and document: 4

06/30/2004 ECDOPER 00000025 2341067
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Mail documents to be recorded with required cover sheet information to:
Commissioner of Patent & Trademarks, Box Assignments
Washington, D.C. 20231

TRADEMARK
REEL: 002999 FRAME: 0101

SECURITY AGREEMENT (INTELLECTUAL PROPERTY)
TRADEMARKS

WHEREAS, STEIN WORLD, LLC, a Delaware limited liability company (the "Grantor") has adopted, used and is using, and holds all right, title and interest in and to, the trademarks and service marks listed on the annexed Schedule 1A, which trademarks and service marks are registered or applied for in the United States Patent and Trademark Office (the "Trademarks");

WHEREAS, the Grantor, has entered into a Security Agreement, dated June 24, 2004 (as the same may be amended, restated, supplemented or otherwise modified and in effect from time to time, the "Security Agreement"), in favor of Dymas Funding Company, LLC, in its capacity as Administrative Agent for certain lenders (the "Grantee");

WHEREAS, pursuant to the Security Agreement, the Grantor has granted to the Grantee for the benefit of the Grantee and the lenders a continuing security interest in all right, title and interest of the Grantor in, to and under the Trademarks, together with, among other things, the good-will of the business symbolized by the Trademarks and the applications and registrations thereof, and all proceeds thereof, including, without limitation, any and all causes of action which may exist by reason of infringement thereof and any and all damages arising from past, present and future violations thereof (the "Collateral"), to secure the prompt and complete payment, performance and observance of the Obligations (as defined in the Security Agreement); and

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Grantor does hereby pledge and grant to the Grantee for the benefit of the Grantee and the lenders a continuing security interest in the Collateral to secure the prompt and complete payment, performance and observance of the Obligations.


The Grantor does hereby further acknowledge and affirm that the rights and remedies of the Grantee with respect to the Collateral are more fully set forth in the Security Agreement, the terms and provisions of which are hereby incorporated herein by reference as if fully set forth herein.

[remainder of page intentionally left blank]

- Signature page follows -

IN WITNESS WHEREOF, the Grantor has caused this Assignment to be duly executed by its officer thereunto duly authorized as of June 24, 2004.

STEIN WORLD, LLC, a Delaware limited
liability company

By: 
Name: Cory S. Golde
Title: Vice President and Secretary

Schedule 1A
Stein World Trademarks

1. Trademark of "Painted Treasures" registered with the United States Patent and Trademark Office on April 11, 2000, under Reg. No. 2,341,067.