

07-22-2004



RI

102797083

7/22/04

To the Director of the U. S. Patent and Trademark Office: Please record the attached documents or the new address(es) below.

1. Name of conveying party(ies)/Execution Date(s):

Burnes Operating Company LLC

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

Citizenship (see guidelines) Delaware

Execution Date(s) 6/22/04

Additional names of conveying parties attached? Yes No

3. Nature of conveyance:

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

2. Name and address of receiving party(ies)

Additional names, addresses, or citizenship attached? Yes No

Name: Congress Financial Corporation,

as Agent

Street Address: 1133 Avenue of the Americas

City: New York

State: New York

Country: United States Zip: 10036

- Association
- General Partnership
- Limited Partnership
- Corporation
- Other

Citizenship _____
Citizenship _____
Citizenship _____
Citizenship Delaware
Citizenship _____
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)

4. Application number(s) or registration number(s) and identification or description of the Trademark.

A. Trademark Application No.(s)

See Schedule A attached hereto.

B. Trademark Registration No.(s)

See Schedule A attached hereto.

Additional sheet(s) attached? Yes No

C. Identification or Description of Trademark(s) (and Filing Date if Application or Registration Number is unknown):

1648870

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

Name: Tracey D. Bennett

Internal Address: Otterbourg, Steindler, Houston & Rosen, P.C.

Street Address: 230 Park Avenue

City: New York

State: New York Zip: 10169

Phone Number: 212-661-9100

Fax Number: 212-682-6104

Email Address: tbennett@oshr.com

6. Total number of applications and registrations involved:

90

7. Total fee (37 CFR 2.6(b)(6) & 3.41) \$ 2,265.00

- Authorized to be charged by credit card
- Authorized to be charged to deposit account
- Enclosed

8. Payment Information:

a. Credit Card Last 4 Numbers _____
Expiration Date _____

b. Deposit Account Number _____

Authorized User Name _____

9. Signature: Tracey D. Bennett

Tracey D. Bennett

Signature

7-20-04

Date

Total number of pages including cover sheet, attachments, and document: 25

Name of Person Signing

Documents to be recorded (including cover sheet) should be faxed to (703) 306-5995, or mailed to:
Mail Stop Assignment Recordation Services, Director of the USPTO, P.O. Box 1450, Alexandria, VA 22313-1450

07/22/2004 070011 00000020 1648870

01 FC:0521 40.00 OP

02 FC:0522 2225.00 OP

SCHEDULE A
TO
TRADEMARK RECORDATION COVER SHEET

LIST OF TRADEMARKS AND TRADEMARK APPLICATIONS

Trademark Registration Numbers:

1648870	1535342	1750787
1514574	1645234	1966853
1055591	1580105	2233884
1750065	1057648	1612966
2341833	1666755	1968927
1508179	1662492	1835473
2296802	1800750	1896214
1518876	1398509	2164938
1761408	1589978	1448540
683260	1648176	1549092
1967109	2343157	2333752
1792644	1679418	1673488
916304	1182018	1770093
1555784	1977370	1947656
2298913	1762894	2798591
1292215	1950179	2364616
2268808	2560182	1363411
1530885	917181	2247793
2300824	2453839	1966852

2021750	1673488	1079906
1648871	2155589	1153176
1768680	1780313	1182865
1541577	1549194	1781461
1659787		

Trademark Application Numbers:

76/412792	76/412794	76/412799
76/412797	76412796	76/412798
78/297535	78/185079	78/253354
76/336517	78/319211	78/324469
78/224800	78/319198	78/319217
76/412795	76/412793	78/319222
78/258292	78/308242	

TRADEMARK COLLATERAL ASSIGNMENT AND SECURITY AGREEMENT

THIS AGREEMENT ("Agreement"), dated June 22, 2004, is by and between BURNES OPERATING COMPANY LLC, a Delaware limited liability company ("Debtor"), and CONGRESS FINANCIAL CORPORATION, a Delaware corporation, in its capacity as agent pursuant to the Loan Agreement (as hereinafter defined) acting for and on behalf of the parties thereto as lenders (in such capacity "Secured Party").

W I T N E S S E T H :

WHEREAS, Debtor has adopted, used and is using, and is the owner of the entire right, title, and interest in and to the trademarks, trade names, terms, designs and applications therefor described in Exhibit A hereto and made a part hereof;

WHEREAS, Debtor, Anchor Hocking Operating Company LLC, a Delaware limited liability company ("Anchor"), Anchor Hocking CG Operating Company LLC, a Delaware limited liability company ("Anchor CG") and Mirro Operating Company LLC, a Delaware limited liability company ("Mirro", together with Debtor, Anchor and Anchor CG, each, a "Borrower" and collectively, "Borrowers"), Secured Party and the parties to the Loan Agreement as lenders (individually, each a "Lender" and collectively, "Lenders") have entered into or are about to enter into financing arrangements pursuant to which Lenders (or Secured Party on behalf of Lenders) may make loans and advances and provide other financial accommodations to Borrowers as set forth in the Loan and Security Agreement, dated of even date herewith, by and among Borrowers, certain affiliates of Borrowers, Secured Party and Lenders (as the same now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, the "Loan Agreement") and the other agreements, documents and instruments referred to therein or at any time executed and/or delivered in connection therewith or related thereto, including, but not limited to, this Agreement (all of the foregoing, together with the Loan Agreement, as the same now exist or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced, being collectively referred to herein as the "Financing Agreements"); and

WHEREAS, in order to induce Secured Party and Lenders to enter into the Loan Agreement and the other Financing Agreements and to make loans and advances and provide other financial accommodations to Borrowers pursuant thereto, Debtor has agreed to grant to Secured Party certain collateral security as set forth herein;

NOW, THEREFORE, in consideration of the premises and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Debtor hereby agrees as follows:

1. GRANT OF SECURITY INTEREST

As collateral security for the prompt performance, observance and indefeasible payment in full of all of the Obligations (as hereinafter defined), Debtor hereby grants to Secured Party (for itself and the benefit of Lenders) a continuing security interest in and a general lien upon, and a conditional assignment of, the following (being collectively referred to herein as the "Collateral"): (a) all of Debtor's now existing or hereafter acquired right, title, and interest in and to: (i) all of Debtor's trademarks, trade names, trade styles and service marks and all applications, registrations and recordings relating to the foregoing as may at any time be filed in the United States Patent and Trademark Office or in any similar office or agency of the United States, any State thereof, any political subdivision thereof or in any other country, including, without limitation, the trademarks, terms, designs and applications described in Exhibit A hereto, together with all rights and privileges arising under applicable law with respect to Debtor's use of any trademarks, trade names, trade styles and service marks, and all reissues, extensions, continuation and renewals thereof (all of the foregoing being collectively referred to herein as the "Trademarks"); and (ii) all prints and labels on which such trademarks, trade names, trade styles and service marks appear, have appeared or will appear, and all designs and general intangibles of a like nature; (b) the goodwill of the business symbolized by each of the Trademarks, including, without limitation, all customer lists and other records relating to the distribution of products or services bearing the Trademarks; (c) all income, fees, royalties and other payments at any time due or payable with respect thereto, including, without limitation, payments under all licenses at any time entered into in connection therewith; (d) the right to sue for past, present and future infringements thereof; (e) all rights corresponding thereto throughout the world; and (f) any and all other proceeds of any of the foregoing, including, without limitation, all damages and payments or claims by Debtor against third parties for past or future infringement of the Trademarks.

2. OBLIGATIONS SECURED

The security interest, lien and other interests granted to Secured Party (for itself and the benefit of Lenders) pursuant to this Agreement shall secure the prompt performance, observance and payment in full of any and all obligations, liabilities and indebtedness of every kind, nature and description owing by Debtor to Secured Party and/or any Lender (and, to the extent set forth in the Loan Agreement, any of their respective affiliates or other institutions that may be providing financial accommodations secured by the assets subject to the security interest of Agent), including principal, interest, charges, fees, costs and expenses, however evidenced, whether as principal, surety, endorser, guarantor or otherwise, in each case whether arising under this Agreement, the Loan Agreement or any of the other Financing Agreements, whether now existing or hereafter arising, whether arising before, during or after the initial or any renewal term of the Loan Agreement or after the commencement of any case with respect to Debtor under the United States Bankruptcy Code or any similar statute (including, without limitation, the payment of interest and other amounts which would accrue and become due but for the commencement of such case, whether or not such amounts are allowed or allowable in whole or in part in such case), whether direct or indirect, absolute or contingent, joint or several, due or not due, primary or secondary, liquidated or unliquidated, secured or unsecured, and however acquired by Secured Party or any Lender (all of the foregoing being collectively referred to herein as the "Obligations").

3. REPRESENTATIONS, WARRANTIES AND COVENANTS

Debtor hereby represents, warrants and covenants with and to Secured Party the following (all of such representations, warranties and covenants being continuing so long as any of the Obligations are outstanding):

(a) Debtor shall pay and perform all of the Obligations according to their terms.

(b) All of the existing Collateral is valid and subsisting in full force and effect, and Debtor owns the sole, full and clear title thereto, and the right and power to grant the security interest and conditional assignment granted hereunder. Except as set forth in Section 3(i) hereof, Debtor shall, at Debtor's expense, perform all acts and execute all documents necessary to maintain the existence of the Collateral consisting of registered Trademarks as registered trademarks and to maintain the existence of all of the Collateral as valid and subsisting, including, without limitation, the filing of any renewal affidavits and applications. The Collateral is not subject to any liens, claims, mortgages, assignments, licenses, security interests or encumbrances of any nature whatsoever, except: (i) the security interests granted hereunder and pursuant to the Loan Agreement, (ii) the security interests permitted under the Loan Agreement, and (iii) the licenses permitted under Section 3(e) below.

(c) Debtor shall not assign, sell, mortgage, lease, transfer, pledge, hypothecate, grant a security interest in or lien upon, encumber, grant an exclusive or non-exclusive license relating to the Collateral, or otherwise dispose of any of the Collateral, in each case without the prior written consent of Secured Party, except as otherwise permitted herein or in the Loan Agreement. Nothing in this Agreement shall be deemed a consent by Secured Party to any such action, except as such action is expressly permitted hereunder.

(d) Debtor shall, at Debtor's expense, promptly perform all acts and execute all documents reasonably requested at any time by Secured Party to evidence, perfect, maintain, record or enforce the security interest in and conditional assignment of the Collateral granted hereunder or to otherwise further the provisions of this Agreement. Debtor hereby authorizes Secured Party to file one or more financing statements (or similar documents) with respect to the Collateral in accordance with the terms and provisions of the Loan Agreement. Debtor further authorizes Secured Party to have this Agreement or any other similar security agreement filed with the Commissioner of Patents and Trademarks or any other appropriate federal, state or government office.

(e) As of the date hereof, Debtor does not have any Trademarks registered, or subject to pending applications, in the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, other than those described in Exhibit A hereto and has not granted any licenses with respect thereto other than as set forth in Exhibit B hereto.

(f) Debtor shall, concurrently with the execution and delivery of this Agreement, execute and deliver to Secured Party five (5) originals of a Special Power of Attorney in the form of Exhibit C annexed hereto for the implementation of the assignment, sale or other disposition

of the Collateral pursuant to Secured Party's exercise of the rights and remedies granted to Secured Party hereunder.

(g) Secured Party may, in its discretion, pay any amount or do any act which Debtor fails to pay or do as required hereunder or as requested by Secured Party to preserve, defend, protect, maintain, record or enforce the Obligations, the Collateral, or the security interest and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, reasonable attorneys' fees and legal expenses. Debtor shall be liable to Secured Party for any such payment, which payment shall be deemed an advance by Secured Party to Debtor, shall be payable on demand together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(h) In the event Debtor shall file any application for the registration of a Trademark with the United States Patent and Trademark Office or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, Debtor shall provide Secured Party with written notice of such action as soon as practicable but in no event later than thirty (30) days after such action. If, after the date hereof, Debtor shall (i) obtain any registered trademark or trade name, or apply for any such registration in the United States Patent and Trademark Office or in any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, or (ii) become the owner of any trademark registrations or applications for trademark registration used in the United States, any State thereof, any political subdivision thereof or in any other country, the provisions of Section 1 hereof shall automatically apply thereto. Upon the request of Secured Party, Debtor shall promptly execute and deliver to Secured Party any and all assignments, agreements, instruments, documents and such other papers as may be reasonably requested by Secured Party to evidence the security interest in and conditional assignment of such Trademark in favor of Secured Party.

(i) Debtor has not abandoned any of the Trademarks listed on Exhibit A hereto and Debtor will not do any act, nor omit to do any act, whereby the Trademarks may reasonably be expected to become abandoned, invalidated, unenforceable, avoided, or avoidable, except that so long as no Default or Event of Default shall exist or have occurred and be continuing, Debtor may abandon any Trademark that is not affixed to, or used in connection with the manufacture, sale or distribution of, any inventory of Debtor or any of its affiliates and has not otherwise been and is not otherwise being used by Debtor or any of its affiliates and is otherwise deemed by Debtor in the exercise of its reasonable business judgment to be no longer useful or of any material economic value. Except as set forth in the previous sentence, Debtor shall notify Secured Party immediately if it knows or has reason to know of any reason why any application, registration, or recording with respect to the Trademarks may reasonably be expected to become abandoned, canceled, invalidated, avoided, or avoidable.

(j) Debtor shall render any reasonable assistance, as Secured Party shall determine is necessary, to Secured Party in any proceeding before the United States Patent and Trademark Office, any federal or state court, or any similar office or agency in the United States, any State thereof, any political subdivision thereof or in any other country, to maintain such application and registration of the Trademarks as Debtor's exclusive property and to protect Secured Party's interest therein, including, without limitation, filing of renewals, affidavits of use, affidavits of

incontestability and opposition, interference, and cancellation proceedings, provided, that, Debtor shall not be required to render any such assistance with respect to any Collateral which may be abandoned in accordance with Section 3(i) hereof.

(k) To the best of Debtor's knowledge after due investigation, no material infringement or unauthorized use presently is being made of any of the Trademarks that would adversely affect in any material respect the fair market value of the Collateral or the benefits of this Agreement granted to Secured Party, including, without limitation, the validity, priority or perfection of the security interest granted herein or the remedies of Secured Party hereunder. Debtor shall promptly notify Secured Party if Debtor (or any affiliate or subsidiary thereof) learns of any use by any person of any term or design which infringes on any Trademark or is likely to cause confusion with any Trademark. If requested by Secured Party, Debtor, at Debtor's expense, shall join with Secured Party in such action as Secured Party, in Secured Party's discretion, may deem advisable for the protection of Secured Party's interest in and to the Trademarks.

(l) Debtor assumes all responsibility and liability arising from the use of the Trademarks and Debtor hereby indemnifies and holds Secured Party and Lenders harmless from and against any claim, suit, loss, damage, or expense (including attorneys' fees and legal expenses) arising out of any alleged defect in any product manufactured, promoted, or sold by Debtor (or any affiliate or subsidiary thereof) in connection with any Trademark or out of the manufacture, promotion, labeling, sale or advertisement of any such product by Debtor (or any affiliate or subsidiary thereof), except for claims resulting solely from Secured Party's or the Lenders' gross negligence or willful misconduct (as determined in a final non-appealable order of a court of competent jurisdiction). The foregoing indemnity shall survive the payment of the Obligations, the termination of this Agreement and the termination or non-renewal of the Loan Agreement.

(m) Debtor shall promptly pay Secured Party and Lenders for any and all expenditures made by Secured Party pursuant to the provisions of this Agreement or for the defense, protection or enforcement of the Obligations, the Collateral, or the security interests and conditional assignment granted hereunder, including, but not limited to, all filing or recording fees, court costs, collection charges, travel expenses, and reasonable attorneys' fees and legal expenses. Such expenditures shall be payable on demand, be part of the Obligations secured hereby and bear interest at the rate set forth in the Loan Agreement.

4. EVENTS OF DEFAULT

The occurrence or existence of any Event of Default under the Loan Agreement is referred to herein individually as an "Event of Default", and collectively as "Events of Default".

5. RIGHTS AND REMEDIES

At any time an Event of Default exists or has occurred and is continuing, in addition to all other rights and remedies of Secured Party, whether provided under this Agreement, the Loan Agreement, the other Financing Agreements, applicable law or otherwise, Secured Party shall have the following rights and remedies which may be exercised without notice to, or consent by,

Debtor except as such notice or consent is expressly provided for hereunder or is required by applicable law:

(a) Secured Party may require that neither Debtor nor any affiliate or subsidiary of Debtor make any use of the Trademarks or any marks similar thereto for any purpose whatsoever. Secured Party may make use of any Trademarks for the sale of goods, completion of work-in-process or rendering of services or otherwise in connection with enforcing any other security interest granted to Secured Party by Debtor or any subsidiary or affiliate of Debtor or for such other reason as Secured Party may determine in good faith.

(b) Secured Party may grant such license or licenses relating to the Collateral for such term or terms, on such conditions, and in such manner, as Secured Party shall in its discretion deem appropriate. Such license or licenses may be general, special or otherwise, and may be granted on an exclusive or non-exclusive basis throughout all or any part of the United States of America, its territories and possessions, and all foreign countries.

(c) Secured Party may assign, sell or otherwise dispose of the Collateral or any part thereof, either with or without special conditions or stipulations except that if notice to Debtor of intended disposition of Collateral is required by law, the giving of ten (10) days prior written notice to Debtor of any proposed disposition shall be deemed reasonable notice thereof and Debtor waives any other notice with respect thereto. Secured Party shall have the power to buy the Collateral or any part thereof, and Secured Party shall also have the power to execute assurances and perform all other acts which Secured Party may, in its discretion, deem appropriate or proper to complete such assignment, sale, or disposition. In any such event, Debtor shall be liable for any deficiency.

(d) In addition to the foregoing, in order to implement the assignment, sale or other disposition of any of the Collateral pursuant to the terms hereof, Secured Party may at any time execute and deliver on behalf of Debtor, pursuant to the authority granted in the Powers of Attorney described in Section 3(f) hereof, one or more instruments of assignment of the Trademarks (or any application, registration, or recording relating thereto), in form suitable for filing, recording, or registration. Debtor agrees to pay Secured Party on demand all costs incurred in any such transfer of the Collateral, including, but not limited to, any taxes, fees, and attorneys' fees and legal expenses. Debtor agrees that Secured Party and Lenders have no obligation to preserve rights to the Trademarks against any other parties.

(e) Secured Party may first apply the proceeds actually received from any such license, assignment, sale or other disposition of any of the Collateral to the costs and expenses thereof, including, without limitation, reasonable attorneys' fees and all legal, travel and other expenses which may be incurred by Secured Party. Thereafter, Secured Party may apply any remaining proceeds to such of the Obligations in accordance with the terms of the Loan Agreement. Debtor shall remain liable to Secured Party for any of the Obligations remaining unpaid after the application of such proceeds, and Debtor shall pay Secured Party on demand any such unpaid amount, together with interest at the rate then applicable to the indebtedness of Borrowers to Secured Party and Lenders set forth in the Loan Agreement and shall be part of the Obligations secured hereby.

(f) Debtor shall supply to Secured Party or to Secured Party's designee, Debtor's knowledge and expertise relating to the manufacture, sale and distribution of the products and services bearing the Trademarks and Debtor's customer lists and other records relating to the Trademarks and the distribution thereof.

(g) Nothing contained herein shall be construed as requiring Secured Party or any Lender to take any such action at any time. All of Secured Party's and Lenders' rights and remedies, whether provided under this Agreement, the other Financing Agreements, applicable law or otherwise, shall be cumulative and none is exclusive. Such rights and remedies may be enforced alternatively, successively, or concurrently.

6. JURY TRIAL WAIVER; OTHER WAIVERS
AND CONSENTS; GOVERNING LAW

(a) The validity, interpretation and enforcement of this Agreement and any dispute arising out of the relationship between the parties hereto, whether in contract, tort, equity or otherwise, shall be governed by the internal laws of the State of New York but excluding any principles of conflicts of law or other rule of law that would cause the application of the law of any jurisdiction other than the laws of the State of New York.

(b) Debtor and Secured Party irrevocably consent and submit to the non-exclusive jurisdiction of the Supreme Court of the State of New York in New York County and the United States District Court for the Southern District of New York, whichever Secured Party may elect, and waive any objection based on venue or forum non conveniens with respect to any action instituted therein arising under this Agreement or any of the other Financing Agreements or in any way connected or related or incidental to the dealings of Debtor and Secured Party or any Lender in respect of this Agreement or any of the other Financing Agreements or the transactions related hereto or thereto, in each case whether now existing or hereafter arising, and whether in contract, tort, equity or otherwise, and agree that any dispute with respect to any such matters shall be heard only in the courts described above (except that Secured Party shall have the right to bring any action or proceeding against Debtor or its property in the courts of any other jurisdiction which Secured Party deems necessary or appropriate in order to realize on the Collateral or to otherwise enforce its rights against Debtor or its property).

(c) Debtor hereby waives personal service of any and all process upon it and consents that all such service of process may be made by certified mail (return receipt requested) directed to its address set forth herein and service so made shall be deemed to be completed five (5) days after the same shall have been so deposited in the U.S. mails, or, at Secured Party's option, by service upon Debtor in any other manner provided under the rules of any such courts. Within thirty (30) days after such service, Debtor shall appear in answer, respond or move in respect of such process, failing which Debtor shall be deemed in default and judgment may be entered by Secured Party against Debtor for the amount of the claim and other relief requested.

(d) DEBTOR AND SECURED PARTY EACH HEREBY WAIVES ANY RIGHT TO TRIAL BY JURY OF ANY CLAIM, DEMAND, ACTION OR CAUSE OF ACTION (i) ARISING UNDER THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR (ii) IN ANY WAY CONNECTED WITH OR RELATED OR

INCIDENTAL TO THE DEALINGS OF DEBTOR AND SECURED PARTY OR ANY LENDER IN RESPECT OF THIS AGREEMENT OR ANY OF THE OTHER FINANCING AGREEMENTS OR THE TRANSACTIONS RELATED HERETO OR THERETO IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING, AND WHETHER IN CONTRACT, TORT, EQUITY OR OTHERWISE. DEBTOR AND SECURED PARTY EACH HEREBY AGREES AND CONSENTS THAT ANY SUCH CLAIM, DEMAND, ACTION OR CAUSE OF ACTION SHALL BE DECIDED BY COURT TRIAL WITHOUT A JURY AND THAT DEBTOR OR SECURED PARTY MAY FILE AN ORIGINAL COUNTERPART OF A COPY OF THIS AGREEMENT WITH ANY COURT AS WRITTEN EVIDENCE OF THE CONSENT OF DEBTOR AND SECURED PARTY TO THE WAIVER OF THEIR RIGHT TO TRIAL BY JURY.

(e) Secured Party and Lenders shall not have any liability to Debtor (whether in tort, contract, equity or otherwise) for losses suffered by Debtor in connection with, arising out of, or in any way related to the transactions or relationships contemplated by this Agreement, or any act, omission or event occurring in connection herewith, unless it is determined by a final and non-appealable judgment or court order binding on Secured Party or such Lender that the losses were the result of acts or omissions constituting gross negligence or willful misconduct. In any such litigation, Secured Party and Lenders shall be entitled to the benefit of the rebuttable presumption that it acted in good faith and with the exercise of ordinary care in the performance by it of the terms of this Agreement and the other Financing Agreements.

7. MISCELLANEOUS

(a) All notices, requests and demands hereunder shall be in writing and deemed to have been given or made: if delivered in person, immediately upon delivery; if by telex, telegram or facsimile transmission, immediately upon sending and upon confirmation of receipt; if by nationally recognized overnight courier service with instructions to deliver the next business day, one (1) business day after sending; and if by certified mail, return receipt requested, five (5) days after mailing. All notices, requests and demands upon the parties are to be given to the following addresses (or to such other address as any party may designate by notice in accordance with this Section):

If to Debtor:

Burnes Operating Company LLC
5115 Parkcenter Avenue
Suite 150
Dublin, Ohio 43017
Attention: A. Jeffrey Zappone, CFO
Telephone No.: (614) 210-7200
Telecopy No.: (614) 210-7253

with a copy to:

Schulte Roth & Zabel LLP
919 Third Avenue
New York, New York 10022
Attention: Daniel V. Oshinsky, Esq.
Telephone No.: (212) 756-2000
Telecopy No.: (212) 593-5955

If to Secured Party and Lenders:

Congress Financial Corporation, as Agent
1133 Avenue of the Americas
New York, New York 10036
Attention: Portfolio Manager
Telephone No.: (212) 840-2000
Telecopy No.: (212) 545-4283

(b) All references to the plural herein shall also mean the singular and to the singular shall also mean the plural. All references to Debtor, Borrowers, Secured Party and any Lender pursuant to the definitions set forth in the recitals hereto, or to any other person herein, shall include their respective successors and assigns. The words "hereof," "herein," "hereunder," "this Agreement" and words of similar import when used in this Agreement shall refer to this Agreement as a whole and not any particular provision of this Agreement and as this Agreement now exists or may hereafter be amended, modified, supplemented, extended, renewed, restated or replaced. An Event of Default shall exist or continue or be continuing until such Event of Default is waived in accordance with Section 7(e) hereof. All references to the term "Person" or "person" herein shall mean any individual, sole proprietorship, partnership, corporation (including, without limitation, any corporation which elects subchapter S status under the Internal Revenue Code of 1986, as amended), limited liability company, limited liability partnership, business trust, unincorporated association, joint stock company, trust, joint venture or other entity or any government or any agency, instrumentality or political subdivision thereof.

(c) This Agreement, the other Financing Agreements and any other document referred to herein or therein shall be binding upon Debtor and its successors and assigns and inure to the benefit of and be enforceable by Secured Party and Lenders and their respective successors and assigns.

(d) If any provision of this Agreement is held to be invalid or unenforceable, such invalidity or unenforceability shall not invalidate this Agreement as a whole, but this Agreement shall be construed as though it did not contain the particular provision held to be invalid or unenforceable and the rights and obligations of the parties shall be construed and enforced only to such extent as shall be permitted by applicable law.

(e) Neither this Agreement nor any provision hereof shall be amended, modified, waived or discharged orally or by course of conduct, but only by a written agreement signed by an authorized officer of Secured Party. Secured Party and Lenders shall not, by any act, delay, omission or otherwise be deemed to have expressly or impliedly waived any of its rights, powers and/or remedies unless such waiver shall be in writing and signed by an authorized officer of Secured Party. Any such waiver shall be enforceable only to the extent specifically set forth therein. A waiver by Secured Party or any Lender of any right, power and/or remedy on any one occasion shall not be construed as a bar to or waiver of any such right, power and/or remedy which Secured Party or such Lender would otherwise have on any future occasion, whether similar in kind or otherwise.

(f) This Agreement may be executed in any number of counterparts, each of which shall be an original, but all of which taken together shall constitute one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall have the same force


and effect as the delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile shall also deliver an original executed counterpart, but the failure to do so shall not affect the validity, enforceability or binding effect of this Agreement.

(g) Capitalized terms not otherwise defined herein shall have the respective meanings ascribed thereto in the Loan Agreement.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

BURNES OPERATING COMPANY LLC

By: 

Title: Treasurer and Chief Financial Officer

CONGRESS FINANCIAL CORPORATION,
as Agent

By: _____

Title: _____

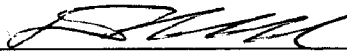
IN WITNESS WHEREOF, Debtor and Secured Party have executed this Agreement as of the day and year first above written.

BURNES OPERATING COMPANY LLC

By: _____

Title: _____

CONGRESS FINANCIAL CORPORATION,
as Agent

By:  _____

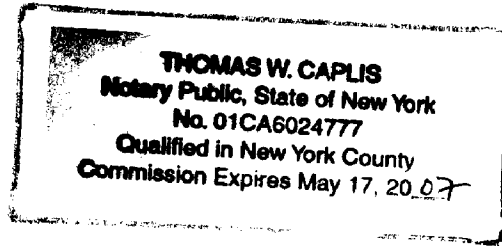
First Vice-President

Title: _____

STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this 22nd day of June, 2004, before me personally came A. Jeffrey Zappone, to me known, who being by me duly sworn, did depose, acknowledge and say that he/~~she~~ is the Treasurer CFO of BURNES OPERATING COMPANY LLC, the limited liability company described in and which executed the foregoing instrument; and that he/~~she~~ signed his/~~her~~ name thereto by order of the managing member of said limited liability company.

A. Jeffrey Zappone
Notary Public



STATE OF NEW YORK)
) ss:
COUNTY OF NEW YORK)

On this ___ day of June, 2004, before me personally came _____, to me known, who, being duly sworn, did depose and say, that he/she is the _____ of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the Board of Directors of said corporation.

Notary Public

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On this ___ day of June, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of BURNES OPERATING COMPANY LLC, the limited liability company described in and which executed the foregoing instrument; and that he/she signed his/her name thereto by order of the managing member of said limited liability company.

Notary Public

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On this 18th day of June, 2004, before me personally came DARRYL KUEIGER, to me known, who, being duly sworn, did depose and say, that he/~~she~~ is the 1ST VICE PRESIDENT of CONGRESS FINANCIAL CORPORATION, the corporation described in and which executed the foregoing instrument; and that he/~~she~~ signed his/her name thereto by order of the Board of Directors of said corporation.

Tracey D. Bennett
Notary Public

TRACEY D. BENNETT
Notary Public, State of New York
No. 01BE6022715
Qualified in Queens County
Commission Expires 4/5/2007

EXHIBIT A
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

LIST OF TRADEMARKS

Burnes Operating Company LLC Trademarks

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-Sep-1996
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	
IIC INTERCRAFT	New Zealand	169259	169259	Registered	01-Dec-86	26-Sep-90
IIC 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
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
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
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	

EXHIBIT B
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

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.

EXHIBIT C
TO
TRADEMARK COLLATERAL ASSIGNMENT
AND SECURITY AGREEMENT

SPECIAL POWER OF ATTORNEY

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

KNOW ALL MEN BY THESE PRESENTS, that BURNES OPERATING COMPANY LLC ("Debtor"), having an office at 5115 Parkcenter Avenue, Suite 150, Dublin, Ohio 43017, hereby appoints and constitutes, severally, CONGRESS FINANCIAL CORPORATION, as Agent ("Secured Party"), and each officer thereof, its true and lawful attorney, with full power of substitution and with full power and authority to perform the following acts on behalf of Debtor:

1. Execution and delivery of any and all agreements, documents, instrument of assignment, or other papers which Secured Party, in its discretion, deems necessary or advisable for the purpose of assigning, selling, or otherwise disposing of all right, title, and interest of Debtor in and to any trademarks and all registrations, recordings, reissues, extensions, and renewals thereof, or for the purpose of recording, registering and filing of, or accomplishing any other formality with respect to the foregoing.

2. Execution and delivery of any and all documents, statements, certificates or other papers which Secured Party, in its discretion, deems necessary or advisable to further the purposes described in Subparagraph 1 hereof.

This Power of Attorney is made pursuant to a Trademark Collateral Assignment and Security Agreement, dated of even date herewith, between Debtor and Secured Party (the "Security Agreement") and is subject to the terms and provisions thereof. This Power of Attorney, being coupled with an interest, is irrevocable until all "Obligations", as such term is defined in the Security Agreement, are paid in full and the Security Agreement is terminated in writing by Secured Party.

Dated: _____, 2004

BURNES OPERATING COMPANY LLC

By: _____

Title: _____

STATE OF NEW YORK)
) s.s.:
COUNTY OF NEW YORK)

On the ____ day of _____, 2004, before me personally came _____, to me known, who being by me duly sworn, did depose, acknowledge and say that he/she is the _____ of BURNES OPERATING COMPANY LLC, the limited liability company which executed the foregoing instrument and that he/she signed his/her name thereto by order of the managing member of such limited liability company.

Notary Public