

TRADEMARK ASSIGNMENT

Electronic Version v1.1
 Stylesheet Version v1.1

SUBMISSION TYPE:	NEW ASSIGNMENT		
NATURE OF CONVEYANCE:	Intellectual Property Security Agreement		
CONVEYING PARTY DATA			
Name	Formerly	Execution Date	Entity Type
PIKES PEAK DIRECT MARKETING INC., d/b/a CHEF'S CATALOG		01/31/2005	CORPORATION:
RECEIVING PARTY DATA			
Name:	WELLS FARGO RETAIL FINANCE, LLC		
Street Address:	One Boston Place, 18th Floor		
City:	Boston		
State/Country:	MASSACHUSETTS		
Postal Code:	02108		
Entity Type:	CORPORATION:		
PROPERTY NUMBERS Total: 4			
Property Type	Number	Word Mark	
Registration Number:	1277563	THE CHEF'S CATALOG	
Registration Number:	2314725	CHEF'S	
Registration Number:	2316722	CHEF'S CATALOG	
Registration Number:	2073725	MASTERCHEF	
CORRESPONDENCE DATA			
Fax Number:	(617)248-4000		
	<i>Correspondence will be sent via US Mail when the fax attempt is unsuccessful.</i>		
Phone:	617-248-5000		
Email:	pwilkins@choate.com		
Correspondent Name:	E. Page Wilkins		
Address Line 1:	53 State Street		
Address Line 2:	Choate, Hall & Stewart		
Address Line 4:	Boston, MASSACHUSETTS 02109		
NAME OF SUBMITTER:	E. Page Wilkins		

CH \$115.00 1277563

Signature:

/E. Page Wilkins/

Date:

02/04/2005

Total Attachments: 12

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INTELLECTUAL PROPERTY SECURITY AGREEMENT

This Intellectual Property Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Intellectual Property Security Agreement") is made and effective as of January 31, 2005, by PIKES PEAK DIRECT MARKETING INC., d/b/a CHEF'S CATALOG, a Delaware corporation (including any successors or permitted assignees thereof, collectively, the "Grantor"), in favor of WELLS FARGO RETAIL FINANCE, LLC, as Lender (the "Lender"). Capitalized terms used in this Intellectual Property Security Agreement and not otherwise defined shall have the respective meanings ascribed to such terms in the Loan Agreement (as hereinafter defined).

RECITALS

WHEREAS, pursuant to the Loan and Security Agreement (as amended, supplemented or otherwise modified from time to time, the "Loan Agreement") dated as of the date hereof by and among the Grantor and the Lender, the Lender has agreed, subject to the terms and conditions set forth therein, to make certain advances, cause the issuance of letters of credit and provide other financial accommodations to the Grantor (collectively, the "Loans"); and

WHEREAS, it is a condition precedent to the obligation of the Lender to execute and perform under the Loan Agreement that Grantor shall have executed and delivered this Intellectual Property Security Agreement to the Lender.

NOW, THEREFORE, in consideration of the willingness of the Lender to enter into the Loan Agreement and to agree, subject to the terms and conditions set forth therein, to make the Loans to the Grantor pursuant thereto, and for good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, it is hereby agreed as follows:

1. Grant of Security Interest. To secure the Grantor's prompt, punctual and faithful performance of all and each of the Obligations, the Grantor hereby grants to Lender, a continuing first priority security interest in all of the right, title and interest of the Grantor in and to the following property, whether now owned or hereafter acquired (the "Intellectual Property Collateral"):

(a) the U.S. and foreign copyrights, associated copyright registrations and applications for copyright registration, and copyright licenses set forth on Schedule A attached hereto (collectively, the "Copyrights");

(b) the U.S. and foreign patents and patent applications, and patent licenses set forth on Schedule B attached hereto, including, without limitation, improvements, divisions, continuations, renewals, reissues, extensions and continuations-in-part of the same (collectively, the "Patents");

(c) the U.S., state and foreign trademark and service mark registrations, trademark and service mark applications, and trademark and service mark licenses set

forth on Schedule C attached hereto and all goodwill associated with the foregoing (collectively, the "Trademarks");

(d) the domain names and registrations set forth on Schedule D attached hereto and all goodwill associated with the foregoing (collectively, the "Domain Names");

(e) any and all claims and causes of action for past, present or future infringement of any of the Intellectual Property Collateral, with the right, but not the obligation, to sue for and collect damages for infringement of the Intellectual Property Collateral;

(f) any and all licenses or rights granted under any of the Intellectual Property Collateral, and all license fees and royalties arising from such licenses or rights, to the extent permitted by such licenses or rights;

(g) any and all amendments, renewals, extensions, reissuances and replacements of any of the Intellectual Property Collateral; and

(h) any and all products and proceeds of any of the foregoing.

2. Requested Recordation. The Grantor authorizes and requests that the Registrar of Copyrights and the Commissioner of Patents and Trademarks (and any state, foreign or other authorities to which this Intellectual Property Security Agreement is submitted) file and record this Intellectual Property Security Agreement (and any corresponding or separate application forms of such jurisdiction) in order to reflect publicly the interests of the Lender in the Intellectual Property Collateral.

3. Assignment. Upon the occurrence of and during continuation of an Event of Default, the Grantor shall execute and deliver to Lender an absolute assignment transferring its entire right, title, and interest in and to the Intellectual Property Collateral to the Lender.

4. Power of Attorney. The Grantor hereby irrevocably grants the Lender a power of attorney, to act as the Grantor's attorney-in-fact, with full authority in the name, place and stead of the Grantor, from time to time in the Lender's discretion, to take any action and to execute any instrument which the Lender may deem reasonably necessary or advisable to accomplish the purposes of this Intellectual Property Security Agreement. This authority includes, without limitation, the following:

(a) to modify or amend (in sole discretion of the Lender and without first obtaining the Grantor's approval of or signature thereto) Schedule A, Schedule B, Schedule C, and/or Schedule D hereof, as appropriate, to include references to any registered intellectual property (or application or license therefor) acquired by the Grantor after the execution hereof or to delete any reference to any Intellectual Property Collateral in which the Grantor no longer have or claim any right, title or interest;

(b) to execute, file and pursue (in sole discretion of the Lender and without first obtaining the Grantor's approval of or signature thereto, unless otherwise prohibited by applicable law) any application, form or other document in order to perfect, maintain, continue or otherwise protect the Lender's interest or the Grantor's rights in the Intellectual Property Collateral, including, without limitation, executing and filing (i) any financing statement, any continuation statement or any amendment thereto, and (ii) any document in any proceeding before the United States Patent and Trademark Office, the United States Copyright Office or the relevant office of any state or foreign jurisdiction (including, without limitation, the filing of applications for renewal, affidavits of use, affidavits of incontestability and opposition, interference and cancellation proceedings) and to pay any fees and taxes in connection therewith or otherwise; and

(c) to execute any document required to acknowledge, register or perfect the interest of the Lender in any part of the Intellectual Property Collateral without the signature of the Grantor unless prohibited by applicable law.

The foregoing power of attorney is coupled with an interest and is irrevocable.

5. Release. Unless otherwise agreed in writing by the parties, the security interests granted herein will terminate (and all rights to the Intellectual Property Collateral will revert to the Grantor) upon satisfaction of the following conditions: (a) payment and performance in full of all the Obligations secured hereby (unconditionally) and (b) the termination of the Loan Agreement. Upon any such termination, the Lender (at the Grantor's request and sole expense) will promptly execute and deliver to the Grantor (without any representation, warranty or recourse of any kind whatsoever) such documents as the Grantor may reasonably request and provide to the Lender to evidence such termination.

6. Remedies. Upon the occurrence and continuance of an Event of Default, Lender shall have the right to exercise all the remedies of a secured party under the Uniform Commercial Code, including without limitation the right to require Grantor to assemble the Intellectual Property Collateral and any tangible property in which Lender has a security interest and to make it available to Lender at a place designated by Lender. So long as an Event of Default is continuing, Lender shall have a nonexclusive, worldwide, royalty free license to use the Copyrights, Patents, Trademarks, and Domain Names to the extent reasonably necessary to permit Lender to exercise its rights and remedies upon the occurrence of an Event of Default. Grantor will pay any reasonable out of pocket expenses (including reasonable attorney's fees) incurred by Lender in connection with the exercise of any of Lender's rights hereunder, including without limitation any expense incurred in disposing of the Intellectual Property Collateral.

7. Miscellaneous.

(a) This Intellectual Property Security Agreement has been entered into in conjunction with the provisions of and the security interest granted to the Lender under the Loan Agreement. The rights and remedies of the Grantor and the Lender with respect to the security interests granted herein are in addition and without prejudice to those set forth in the Loan Agreement, all terms and provisions of which are hereby incorporated

herein by reference. In the event that any provisions of this Intellectual Property Security Agreement are deemed to conflict with the Loan Agreement or the other Loan Documents, the provisions of the Loan Agreement or the other Loan Documents shall govern.

(b) This Intellectual Property Security Agreement may be executed in any number of counterparts with the same effect as if all the signatures on such counterparts appeared on one document; each such counterpart will be deemed to be an original but all counterparts together will constitute one and the same instrument.

[Signatures appear on following pages.]

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

GRANTOR:

PIKES PEAK DIRECT MARKETING INC.
d/b/a CHEF'S CATALOG.

By: James F. Gaston
Name: JAMES F. GASTON
Title: SENIOR VICE PRESIDENT

LENDER:

WELLS FARGO RETAIL FINANCE, LLC

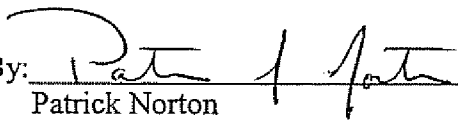
By: _____
Patrick Norton
Senior Vice President

IN WITNESS WHEREOF, the parties hereto have executed this Intellectual Property Security Agreement, as an instrument under seal, through their duly authorized officers, as of the date first written above.

GRANTOR:
PIKES PEAK DIRECT MARKETING INC.
d/b/a CHEF'S CATALOG.

By: _____
Name:
Title:

LENDER:
WELLS FARGO RETAIL FINANCE, LLC

By:  _____
Patrick Norton
Senior Vice President

ACKNOWLEDGMENT

STATE OF Colorado :
: SS
COUNTY OF El Paso :

Before me, the undersigned, a Notary Public, on this ____ day of January, 2005, personally appeared James F. Gaston to me known personally, who, being by me duly sworn, did say that he/she is the Senior Vice President of PIKES PEAK DIRECT MARKETING INC., and that said Intellectual Property Security Agreement was signed on behalf of said PIKES PEAK DIRECT MARKETING INC., by authority of its board of directors, and the said Senior Vice President acknowledged said instrument to be his/her free act and deed.

Baujaya
Notary Public
My Commission Expires: 2-28-2006



SCHEDULE A

COPYRIGHT COLLATERAL

1. The Borrower maintains copyrights in and to the written work and other creative and proprietary components of the Borrower's catalogs, direct mailings, public relations and websites, whether published or unpublished. The Borrower has not registered any of its copyrights.
2. Letter Agreement between Neiman Marcus Direct (NMD) and Matt Cooper (Photographer) dated October 22, 2004, related to the assignment of NMD's rights in certain photographs of Photographer to Borrower.
3. Letter Agreement between Neiman Marcus Direct (NMD) and Haverfield Studios (Photographer) dated October 22, 2004, related to the assignment of NMD's rights in certain photographs of Photographer to Borrower.
4. Letter Agreement between Neiman Marcus Direct (NMD) and Maxine Halfman (Photographer) dated October 22, 2004, related to the assignment of NMD's rights in certain photographs of Photographer to Borrower.
5. Letter Agreement between Neiman Marcus Direct (NMD) and Steve Henke (Photographer) dated October 22, 2004, related to the assignment of NMD's rights in certain photographs of Photographer to Borrower.
6. Letter Agreement between Neiman Marcus Direct (NMD) and Rusty Hill (Photographer) dated October 22, 2004, related to the assignment of NMD's rights in certain photographs of Photographer to Borrower.
7. Letter Agreement between Neiman Marcus Direct (NMD) and Bob Holmes (Photographer) dated October 22, 2004, related to the assignment of NMD's rights in certain photographs of Photographer to Borrower.
8. Letter Agreement between Neiman Marcus Direct (NMD) and Bill Phelps (Photographer) dated October 22, 2004, related to the assignment of NMD's rights in certain photographs of Photographer to Borrower.
9. Letter Agreement between Neiman Marcus Direct (NMD) and Manny Rodriguez (Photographer) dated October 22, 2004, related to the assignment of NMD's rights in certain photographs of Photographer to Borrower.
10. Letter Agreement between Neiman Marcus Direct (NMD) and Gustav Schmige (Photographer) dated October 22, 2004, related to the assignment of NMD's rights in certain photographs of Photographer to Borrower.

11. Letter Agreement between Neiman Marcus Direct (NMD) and Ka Yeung Studio (Photographer) dated October 27, 2004, related to the assignment of NMD's rights in certain photographs of Photographer to Borrower.

SCHEDULE B
PATENT COLLATERAL

None

SCHEDULE C

TRADEMARK COLLATERAL

Trademarks:

1. THE CHEF'S CATALOG – U.S. Service Mark Registration No. 1,277,563 registered May 8, 1984. Application for renewal was filed on October 22, 2004.
2. CHEF'S – U.S. Service Mark Registration No. 2,314,725 registered February 1, 2000.
3. CHEF'S CATALOG – U.S. Service Mark Registration No. 2,316,722 registered February 8, 2000.

Note: All worldwide right, title and interest in and to the above trademarks were assigned by the valid owner of the marks to the Borrower pursuant to an Assignment of Intellectual Property from Chef's Catalog, Inc. to the Borrower on November 5, 2004.

Trademarks used under license from the owner:

MASTERCHEF – U.S. Service Mark Registration No. 2,073,725. Registered Holder: Clad Holdings, Corp.¹

¹ This mark is licensed under the MASTERCHEF Service Mark License Agreement (MASTERCHEF Agreement) dated as of January 23, 2004 between Clad Holdings, Corp. (Licensor) and The Neiman Marcus Group, Inc. (Licensee). Pursuant to an Assignment of Intellectual Property dated November 5, 2004 from Licensee to Borrower, Licensee assigned to Borrower all of its right, title and interest in and to the MASTERCHEF Agreement, including the use of U.S. Service Mark Registration No. 2,073,725 referenced therein. As of the Closing Date, Borrower has not received a consent from Licensor to Licensee's assignment of the MASTERCHEF Agreement to Borrower.

SCHEDULE D

DOMAIN NAME COLLATERAL²

<u>Expire</u>	<u>Domain Name</u>	<u>Registrar</u>
04/11/05	CHEFCATALOG.COM	Network Solutions, Inc.
03/22/05	CHEFSCATALOG.COM	Network Solutions, Inc.
11/06/07	CHEFSCATALOG.BIZ	Network Solutions, Inc.
09/16/05	CHEFSCATALOG.ORG	Network Solutions, Inc.
06/20/05	CHEFSINGENUITY.COM	Network Solutions, Inc.
06/20/05	CHEFSINGENUITY.NET	Network Solutions, Inc.
06/20/05	CHEFSINGENUITY.ORG	Network Solutions, Inc.
11/23/05	CHEFSCATLOG.COM	dotster.com
03/30/05	CHEFSCATALOGSUCKS.COM	dotster.com
08/27/07	CHEFSCATALOG.INFO	tucows.com
07/13/06	CHEFCATALOG.INFO	dotster.com
07/13/06	CHEFS-CATALOGUE.INFO	dotster.com
8/27/07	CHEFS-CATALOG.INFO	tucows.com
07/13/06	CHEFCATALOG.INFO	dotster.com
07/13/06	CHEFSCATALOGUE.INFO	dotster.com

² The domain name "Chefs.com" is owned by the Scottsdale Culinary Institute. None of Borrower, NMG or any of NMG's Affiliates holds any right to such domain name. As of the Closing Date, Borrower has not received confirmation that the transfers of these domain names to Borrower have been completed.