

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
GUMP'S HOLDINGS, LLC		03/15/2005	Limited Liability Company: NEVADA
GUMP'S CORPORATION		03/15/2005	CORPORATION: CALIFORNIA
GUMP'S BY MAIL, INC.		03/15/2005	CORPORATION: DELAWARE

RECEIVING PARTY DATA

Name:	BANK OF THE WEST
Street Address:	One Front Street
Internal Address:	Bay Area Office (CBC)
City:	San Francisco
State/Country:	CALIFORNIA
Postal Code:	94111
Entity Type:	CORPORATION: CALIFORNIA

PROPERTY NUMBERS Total: 15

Property Type	Number	Word Mark
Registration Number:	1771023	GUMP'S
Registration Number:	515064	GUMP'S
Registration Number:	512182	GUMP'S
Registration Number:	516417	GUMP'S
Registration Number:	526051	GUMP'S
Registration Number:	506525	GUMP'S
Registration Number:	513332	GUMP'S
Registration Number:	506994	GUMP'S
Registration Number:	516418	GUMP'S
Registration Number:	2377252	GUMP'S BY MAIL INTERIORS
Registration Number:	1719091	GUMP'S GALLERY

TRADEMARK

REEL: 003049 FRAME: 0056

900021497

CH \$390.00 1771023

Registration Number:	1913986	THE RARE, THE UNIQUE, THE IMAGINATIVE
Registration Number:	2540352	GUMP'S
Serial Number:	78255717	GUMP'S DELECTABLES
Serial Number:	78157774	SANTA BY THE BAY

CORRESPONDENCE DATA

Fax Number: (415)983-1200

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

Phone: (415) 983-6318

Email: SFtrademarks@pillsburywinthrop.com

Correspondent Name: Laura C. Gustafson

Address Line 1: P.O. Box 7880

Address Line 2: Calendar/Docketing Department

Address Line 4: San Francisco, CALIFORNIA 94120-7880

NAME OF SUBMITTER:	Laura C. Gustafson
Signature:	/Laura C. Gustafson/
Date:	03/17/2005

Total Attachments: 12

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TRADEMARK SECURITY AGREEMENT

THIS TRADEMARK SECURITY AGREEMENT (as amended, restated or otherwise modified from time to time, this "Agreement") is effective as of March 15, 2005, by and among BANK OF THE WEST (the "Bank") and each of GUMP'S HOLDINGS, LLC ("GHLLC"), GUMP'S BY MAIL, INC. ("GBM"), and GUMP'S CORPORATION ("GC"; together with GHLLC and GBM, the "Grantors").

WITNESSETH:

WHEREAS, GBM, GC, and Bank are party to that certain Credit Agreement, dated as of even date herewith, pursuant to the terms and conditions of which Bank may make to GBM and GC, on a joint and several basis, one or more loans having an aggregate principal amount of \$5,000,000 (the "Credit Agreement");

WHEREAS, GHLLC has entered into that certain Guaranty Agreement, dated as of even date herewith, pursuant to the terms and conditions of which GHLLC has guaranteed the obligations of GBM and GC under the Credit Agreement;

WHEREAS, Bank is unwilling to enter into the Credit Agreement with GBM and GC unless the Grantors enter into this Agreement;

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

1. Defined Terms.

(i) Unless otherwise defined herein, each capitalized term used herein that is defined in the Credit Agreement shall have the meaning specified for such term in the Credit Agreement.

(ii) The words "hereof," "herein" and "hereunder" and words of like import when used in this Agreement shall refer to this Agreement as a whole and not to any particular provision of this Agreement, and section references are to this Agreement unless otherwise specified.

(iii) All terms defined in this Agreement in the singular shall have comparable meanings when used in the plural, and vice versa, unless otherwise specified.

2. Incorporation of Premises. The premises set forth above are incorporated into this Agreement by this reference thereto and are made a part hereof.

3. Security Interest in Trademarks. To secure the complete and timely payment, performance and satisfaction of all of the Obligations, each Grantor hereby grants to the Bank a security interest in, as and by way of a first mortgage and security interest having priority over all other security interests, with power of sale to the extent permitted by applicable law, all of such Grantor's now owned or existing and hereafter acquired or arising:

(i) trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, including, without limitation, the trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications listed on Schedule A attached hereto and made a part hereof, and (a) all renewals thereof, (b) all income, royalties, damages and payments now and hereafter due and/or payable under and with respect thereto, including, without limitation, payments under all licenses entered into in connection therewith and damages and payments for past or future infringements or dilutions thereof, (c) the right to sue for past, present and future infringements and dilutions thereof, (d) the goodwill of such Grantor's business symbolized by the foregoing and connected therewith, and (e) all of such Grantor's rights corresponding thereto throughout the world (all of the foregoing trademarks, registered trademarks and trademark applications, and service marks, registered service marks and service mark applications, together with the items described in clauses (a)-(e) in this paragraph 3(i), are sometimes hereinafter individually and/or collectively referred to as the "Trademarks"); and

(ii) rights under or interests in any trademark license agreements or service mark license agreements with any other party, whether such Grantor is a licensee or licensor under any such license agreement, including, without limitation, those trademark license agreements and service mark license agreements listed on Schedule B attached hereto and made a part hereof, together with any goodwill connected with and symbolized by any such trademark license agreements or service mark license agreements, and after the occurrence and during the continuance of a Default the right to prepare for sale and sell any and all inventory now or hereafter owned by such Grantor and now or hereafter covered by such licenses (all of the foregoing are hereinafter referred to collectively as the "Licenses").

4. Restrictions on Future Agreements. Except as otherwise permitted by the Credit Agreement, no Grantor shall, without the Bank's prior written consent, enter into any agreement, including, without limitation, any license agreement, which is inconsistent with this Agreement, the Credit Agreement, or any other document executed in connection therewith, and each Grantor further agrees that it will not take any action, and will use all reasonable efforts not to permit any action to be taken by others, including, without limitation, licensees, or fail to take any action, which would in any respect affect the validity or enforcement of the rights transferred to the Bank under this Agreement or the rights associated with the Trademarks or Licenses.

5. New Trademarks and Licenses. Each Grantor represents and warrants that, as of the date of this Agreement, (i) the Trademarks listed on Schedule A include all of the foreign and domestic registered trademarks, trademark applications, registered service marks and service mark applications owned or held by such Grantor, (ii) the Licenses listed on Schedule B include all of the trademark license agreements and service mark license agreements under which such Grantor is the licensee or licensor and (iii) no liens, claims or security interests in such Trademarks and Licenses have been granted by such Grantor to any Person other than the Bank. Each Grantor hereby authorizes the Bank to modify this Agreement unilaterally (x) by amending Schedule A to include any future trademarks, registered trademarks, material trademark applications, material service marks, registered service marks and service mark applications of such Grantor and by amending Schedule B to include any future trademark

license agreements and service mark license agreements of such Grantor, which are Trademarks or Licenses under paragraph 3 above or under this paragraph 5, and (y) by filing in the United States Patent and Trademark Office, in addition to and not in substitution for this Agreement, a duplicate original of this Agreement containing on Schedule A or B thereto, as the case may be, such future trademarks, registered trademarks, trademark applications, service marks, registered service marks and service mark applications, and trademark license agreements and service mark license agreements.

6. Royalties. Each Grantor hereby agrees that the use by the Bank of the Trademarks and Licenses as authorized hereunder in connection with the Bank's exercise of its rights and remedies to the extent expressly permitted under this Agreement, the Credit Agreement, or any document entered into in connection therewith, after the occurrence and during the continuance of an Event of Default shall be coextensive with such Grantor's rights thereunder and with respect thereto and without any liability for royalties or other related charges from the Bank to such Grantor.

7. Nature and Continuation of the Bank's Security Interest; Termination of the Bank's Security Interest. This Agreement is made for collateral security purposes only. This Agreement shall create a continuing security interest in the Trademarks and Licenses and shall terminate only when the Obligations have been paid in full and the Credit Agreement has been terminated. When this Agreement has terminated, the Bank shall promptly execute and deliver to each Grantor, at such Grantor's expense, all termination statements and other instruments and take such other actions as may be necessary or proper to terminate the Bank's security interest in the Trademarks and the Licenses, subject to any disposition thereof which may have been made by the Bank pursuant to this Agreement, the Credit Agreement or any document entered into in connection therewith.

8. Duties of the Grantors. Each Grantor shall have the duty, to the extent reasonably necessary or otherwise desirable in the normal conduct of such Grantor's business, to: (i) reasonably prosecute diligently any trademark application or service mark application that is part of the Trademarks pending as of the date hereof or hereafter until the termination of this Agreement, and (ii) apply for registration for trademarks or service marks. Each Grantor further agrees (x) not to abandon any Trademark or License to the extent such Trademark or License is reasonably necessary or otherwise desirable in the normal conduct of such Grantor's business, as determined in the reasonable discretion of such Grantor, without the prior written consent of the Bank, which consent shall not be unreasonably withheld, and (y) to use commercially reasonable efforts to maintain in full force and effect the Trademarks and the Licenses that are or shall be reasonably necessary or otherwise desirable, as determined in the Grantor's reasonable discretion, in the operation of such Grantor's business. Any expenses incurred in connection with the foregoing shall be borne by the applicable Grantor. The Bank shall not have any duty with respect to the Trademarks and Licenses. Without limiting the generality of the foregoing, the Bank shall not be under any obligation to take any steps necessary to preserve rights in the Trademarks or Licenses against any other parties, but the Bank may do so at its option from and after the occurrence of an Event of Default, and all reasonable expenses incurred in connection therewith shall be for the sole account of the applicable Grantor and shall be added to the Obligations secured hereby.

9. The Bank's Right to Sue. Following the occurrence and during the continuance of an Event of Default, the Bank shall have the right, but shall not be obligated, to bring suit in its own name to enforce the Trademarks and the Licenses and, if the Bank shall commence any such suit, each Grantor shall, at the request of the Bank, do any and all lawful acts and execute any and all proper documents reasonably required by the Bank in aid of such enforcement. The applicable Grantor shall, upon demand, promptly reimburse the Bank for all reasonable costs and expenses incurred by the Bank in the exercise of its rights under this paragraph 9 (including, without limitation, reasonable fees and expenses of attorneys and paralegals for the Bank).

10. Waivers. The Bank's failure, at any time or times hereafter, to require strict performance by any Grantor of any provision of this Agreement shall not waive, affect or diminish any right of the Bank thereafter to demand strict compliance and performance therewith nor shall any course of dealing between any Grantor and the Bank have such effect. No single or partial exercise of any right hereunder shall preclude any other or further exercise thereof or the exercise of any other right. None of the undertakings, agreements, warranties, covenants and representations of any Grantor contained in this Agreement shall be deemed to have been suspended or waived by the Bank unless such suspension or waiver is in writing signed by an officer of the Bank and directed to the applicable Grantor specifying such suspension or waiver.

11. Severability. Whenever possible, each provision of this Agreement shall be interpreted in such manner as to be effective and valid under applicable law, but the provisions of this Agreement are severable. If any clause or provision shall be held invalid and unenforceable in whole or in part in any jurisdiction, then such invalidity or unenforceability shall affect only such clause or provision, or part hereof, in such jurisdiction, and shall not in any manner affect such clause or provision in any other jurisdiction, or any other clause or provision of this Agreement in any jurisdiction.

12. Modification. This Agreement cannot be altered, amended or modified in any way, except as specifically provided in paragraph 5 hereof or by a writing signed by the parties hereto.

13. Cumulative Remedies; Power of Attorney. Following the occurrence and during the continuance of an Event of Default, each Grantor hereby irrevocably designates, constitutes and appoints the Bank (and all Persons designated by the Bank in its sole and absolute discretion) as such Grantor's true and lawful attorney-in-fact, and authorizes the Bank and any of the Bank's designees, in such Grantor's or the Bank's name, to take any action and execute any instrument which the Bank may deem necessary or advisable to accomplish the purposes of this Agreement, including, without limitation, after the giving by the Bank of written notice to such Grantor of the Bank's intention to enforce its rights and claims against such Grantor, to (i) endorse such Grantor's name on all applications, documents, papers and instruments necessary or otherwise desirable for the Bank in the use of the Trademarks or the Licenses, (ii) assign, pledge, convey or otherwise transfer title in or dispose of the Trademarks or the Licenses to anyone on commercially reasonable terms, (iii) grant or issue any exclusive or nonexclusive license under the Trademarks or, to the extent permitted, under the Licenses to anyone, on commercially reasonable terms, and (iv) take any other actions with respect to the Trademarks or the Licenses as the Bank deems in its best interest. Each Grantor hereby ratifies

all that such attorney shall lawfully do or cause to be done by virtue hereof. This power of attorney is coupled with an interest and shall be irrevocable until all of the Obligations shall have been paid in full and the Credit Agreement has been terminated.

The Bank shall have, in addition to all other rights and remedies given it by the terms of this Agreement, all rights and remedies allowed by law and the rights and remedies of a secured party under the Uniform Commercial Code as enacted in any jurisdiction in which the Trademarks or the Licenses may be located or deemed located. Upon the occurrence and during the continuance of an Event of Default and the election by the Bank to exercise any of its remedies under the Uniform Commercial Code with respect to the Trademarks and Licenses, each Grantor agrees to assign, convey and otherwise transfer title in and to the Trademarks and the Licenses to the Bank or any transferee of the Bank and to execute and deliver to the Bank or any such transferee all such agreements, documents and instruments as may be necessary, in the Bank's sole discretion, to effect such assignment, conveyance and transfer. All of the Bank's rights and remedies with respect to the Trademarks and the Licenses, whether established hereby, by any other agreements or by law, shall be cumulative and may be exercised separately or concurrently. Notwithstanding anything set forth herein to the contrary, it is hereby expressly agreed that upon the occurrence and during the continuance of an Event of Default, the Bank may exercise any of the rights and remedies provided in this Agreement, the Credit Agreement, or any other document executed in connection therewith. Each Grantor agrees that any notification of intended disposition of any of the Trademarks and Licenses required by law shall be deemed reasonably and properly given if given at least thirty (30) days before such disposition. Notwithstanding anything herein to the contrary, in no event shall the rights and remedies of the Bank or any of its designees or representatives, granted hereunder be construed to permit any such Person to take any action or fail to act in violation of any law or the terms and conditions of any License or other agreement or document covering any of the collateral granted to the Bank hereunder.

14. Successors and Assigns. This Agreement shall be binding upon each Grantor and its successors and assigns, and shall inure to the benefit of each of the Bank and its nominees, successors and assigns. Each Grantor's successors and assigns shall include, without limitation, a receiver, trustee or debtor-in-possession of or for such Grantor.

15. Governing Law. This Agreement shall be construed in accordance with the internal laws of the State of California.

16. Notices. All notices, payments, requests, information and demands which either party hereto may desire, or may be required to give or make to the other party hereto, shall be given or made to such party by hand delivery or through deposit in the United States mail, postage prepaid, or by facsimile delivery, or to such other address as may be specified from time to time in writing by either party to the other.

To the Grantors:

GUMP'S HOLDINGS, LLC
4180 La Jolla Village Drive, Ste 500
La Jolla, CA 92037
Attn: Manager
FAX: () -

GUMP'S CORPORATION
GUMP'S BY MAIL, INC.
135 Post Street
San Francisco, CA 94108
Attn: President/ Chief Executive
Officer
FAX: () -

To the Bank:

BANK OF THE WEST
Bay Area Office (CBC)
One Front Street
San Francisco, CA 94111
Attn: Jack Bertges
FAX: (415) 399-7235

With a copy to:

BANK OF THE WEST
Asset-Based Finance
300 S. Grand Ave.
Los Angeles, CA 90071
Attn: Angela Alano Ranudo
FAX: (213) 972-0560

17. Section Titles. The section titles herein are for convenience of reference only, and shall not affect in any way the interpretation of any of the provisions hereof.

18. Execution in Counterparts. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the day and year first above written.

GUMP'S HOLDINGS, LLC

By: John M. Choe
Name: _____
Title: _____

GUMP'S CORPORATION

By: John M. Choe
Name: _____
Title: _____

GUMP'S BY MAIL, INC.

By: John M. Choe
Name: _____
Title: _____

ACCEPTED AND AGREED:

BANK OF THE WEST

By: John Britzer
Name: _____
Title: V.P.

ACKNOWLEDGMENT OF GRANTOR

STATE OF N.Y.)

COUNTY OF N.Y.)

ss.

On this 3rd day of MARCH, 2005 before me personally appeared John Chachas, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GUMP'S HOLDINGS, LLC, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Hanna Murnane
Notary Public

{seal}

HANNA MURNANE
Notary Public, State of New York
No. 41-4729327
Qualified in Queens County
Commission Expires March 30, 2006

ACKNOWLEDGMENT OF GRANTOR

STATE OF N.Y.)

COUNTY OF N.Y.)

ss.

On this 3rd day of MARCH, 2005 before me personally appeared Jed Pagan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GUMP'S CORPORATION, who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Hanna Murnane
Notary Public

{seal}

HANNA MURNANE
Notary Public, State of New York
No. 41-4729327
Qualified in Queens County
Commission Expires March 30, 2006

ACKNOWLEDGMENT OF GRANTOR

STATE OF N.Y.)

COUNTY OF N.Y.)

ss.

On this 3rd day of MARCH, 2005 before me personally appeared Ted Pagan, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GUMP'S BY MAIL, INC., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Hanna Murnane
Notary Public

{seal}

HANNA MURNANE
Notary Public, State of New York
No. 41-4729327
Qualified in Queens County
Commission Expires March 30, 2006

EXHIBIT A TO TRADEMARK SECURITY AGREEMENT

TRADEMARKS, TRADE NAMES, SERVICE MARKS AND COPYRIGHTS

Gump's By Mail, Inc. does not own any trademarks.

Gump's Corp. holds the following registered trademarks:

MARK	REG. NO	CLASS	REG. DATE	OWNER OF RECORD	INTERNAL REFERENCE
GUMP'S	1,771,023	4, 6, 14, 16, 20, 21, 24, 31, 36, 37, 41, 42	May 18, 1993 Sec 8 accepted 2003. Reg now in effect until next renewal date, May 18, 2013.	Gumps, Corp.	Gump's / GBM
GUMP'S	515,064	20	September 13, 1949	Gumps, Corp.	Gump's / S.F.
GUMP'S	512,182	25	July 12, 1949	Gumps, Corp.	Gump's / S.F.
GUMP'S (Stylized)	516,417	21	October 18, 1949	Gumps, Corp.	Gump's / S.F.
GUMP'S (Stylized)	526,051	11	June 6, 1950	Gumps, Corp.	Gump's / S.F.
	Re above -- 5/01: Section 8 & 15 Declaration accepted for # 526,051; The trademark registration will now remain in effect until next renewal date, June 6, 2010, and the mark is now considered incontestable, i.e., immune from attack for cancellation based on descriptiveness, non-distinctiveness and likelihood of confusion. Prior to the renewal date, another Section 8-Declaration of Use must be filed with the renewal to keep the registration active.				
GUMP'S (Stylized)	506,525	14	February 8, 1949	Gumps, Corp.	Gump's / S.F.
GUMP'S (Stylized)	513,332	20	August 9, 1949	Gumps, Corp.	Gump's / S.F.
GUMP'S (Stylized)	506,994	16	February 22, 1949	Gumps, Corp.	Gump's / S.F.
GUMP'S (Stylized)	516,418	21	October 18, 1949	Gumps, Corp.	Gump's / S.F.
GUMP'S BY MAIL INTERIORS & DESIGN	2,377,252	35	August 15, 2000	Gumps, Corp.	Gump's /GBM
GUMP'S GALLERY	1,719,091	42	September 22, 1992	Gumps, Corp.	Gump's / S.F.
THE RARE, THE UNIQUE, THE IMAGINATIVE	1,913,986	42	August 22, 1995	Gumps, Corp.	Gump's /GBM
	Re above -- Sec 8&15 Declaration of Use was accepted (9/01); ® now remains in effect until next renewal date of 8/22/05; the mark is now considered incontestable, i.e., immune from attack for cancellation based on descriptiveness, non-distinctiveness and likelihood of confusion. Prior to the renewal date, another Section 8 Declaration of Use must be filed with the renewal to keep the registration active.				
GUMP'S	2,540,352	35 online retail store services	February 19, 2002	Gumps, Corp.	Gump's/All

The following are pending Trademark Applications:

GUMP'S DELECTABLES	78/255,71 7	29, 30, 35	May 29, 2003 Notice of Allowance granted 4/20/04. First Extension of Time to Show Use granted 10/28/04. Next deadline for either filing a Statement of Use or for a further 6-month extension is 4/20/05.	GUMP'S CORP.	Gump's Retail and Web
	<p>Class: 29 for "Prepackaged gourmet and specialty foods, namely, edible oils and jellied fruits and food package combinations consisting of the foregoing"</p> <p>Class: 30 for "Prepackaged gourmet and specialty foods, namely, vinegars, cookies, cakes, pies, biscuits, biscotti, chocolates, chocolate truffles, candied fruits, chocolate covered fruits, chocolate covered nuts, liquor-infused chocolate, petit fours, and food package combinations consisting of any of the foregoing"</p> <p>Class: 35 for "Retail store services, online retail store services, and mail order catalog services featuring pre-packaged gourmet and specialty foods, desserts, candies, food ingredients, and food package combinations consisting of any of the foregoing."</p>				
SANTA BY THE BAY	78/157,77 4	28, 35	August 26, 2002 See status below:	Gump's Corp.	Gump's Retail and Web
	Examining attorney has accepted the Statement of Use and the application will register in due course.				
	<p>Class: 28 for "Christmas tree decorations"</p> <p>Class: 35 for "retail store services featuring Christmas tree decorations, holiday decorations for the home, holiday cards and stationery; and online retail store services featuring Christmas tree decorations, holiday decorations for the home, holiday cards and stationery"</p>				

The following are Foreign Trademark Registrations:

MARK	REG. NO.	CLASS	REG. DATE	OWNER OF RECORD	COUNTRY	INTERNAL REFERENCE
GUMP'S	000917633	14, 16, 20, 21, 35, 38, 39	03/10/00	GUMP'S CORPORATION	EUROPEAN COMMUNITY	GUMPS/ALL
GUMP'S	552,765	14, 16, 20, 21, 35	10/22/01 Good for 15 yrs from date of reg. Renewal 10/22/2016	GUMP'S CORP.	CANADA	GUMPS/ALL

The Companies hold trade names in a number of trademarks for the single word "Gump's" as listed in the trademark filings above. These would also be deemed service marks. No other service marks have been filed.