

**TRADEMARK ASSIGNMENT**

Electronic Version v1.1  
 Stylesheet Version v1.1

<b>SUBMISSION TYPE:</b>	NEW ASSIGNMENT
<b>NATURE OF CONVEYANCE:</b>	Release of Security Agreement Pay-Off Letter

**CONVEYING PARTY DATA**

Name	Formerly	Execution Date	Entity Type
Wells Fargo Retail Finance, LLC as agent and Lender		04/11/2005	limited liability company: CALIFORNIA

**RECEIVING PARTY DATA**

<b>Name:</b>	Cornerstone Brands, Inc. as Administrative Borrower
<b>Street Address:</b>	c/o Suite 1800; 425 Walnut Street
<b>City:</b>	Cincinnati
<b>State/Country:</b>	OHIO
<b>Postal Code:</b>	45202
<b>Entity Type:</b>	CORPORATION: DELAWARE

**PROPERTY NUMBERS Total: 41**

Property Type	Number	Word Mark
Registration Number:	2185702	ISABELLA BIRD
Registration Number:	2132340	THE TERRITORY AHEAD
Registration Number:	2128829	
Registration Number:	1636913	THE TERRITORY AHEAD
Registration Number:	1636156	
Registration Number:	2441084	AMERICA'S LEADING RESOURCE FOR WINDOW TREATMENTS
Registration Number:	2193719	WINDOW ELEMENTS
Registration Number:	1870879	WINDOWARE
Registration Number:	1870878	SMITH + NOBLE
Registration Number:	2314444	LONG-DISTANCE
Registration Number:	2245573	PACKABLE EXPLORER'S PANTS
Registration Number:	2260435	THE INDISPENSABLE BLACK TRAVEL DRESS
Registration Number:	2208723	FJORD FLEECE

CH \$1040.00 2185702

Registration Number:	2250983	ULTIMATE TRAVEL SKIRT
Registration Number:	2208718	HANDS-OFF HANDBAG
Registration Number:	2137636	THE ULTIMATE SWEATER
Registration Number:	1942987	
Registration Number:	1835790	TRAVELSMITH
Registration Number:	2223183	THE ULTIMATE GRILL
Registration Number:	2049193	SPLASH
Registration Number:	1812526	ENHANCING YOUR LIFE AT HOME
Registration Number:	1746590	FRONTGATE
Registration Number:	2714493	GENTLEMEN'S DOMAIN
Registration Number:	2679130	YOUR HOMEPAGE FOR THE HOME
Registration Number:	2652908	OUTFITTING AMERICA'S FINEST HOMES
Registration Number:	2192388	BALLARD DESIGNS
Registration Number:	2193876	
Registration Number:	2221509	BALLARD'S BACKROOM
Registration Number:	1829433	GARNET HILL
Registration Number:	2534870	SMITH + NOBLE
Registration Number:	2534872	WINDOWWARE
Registration Number:	2513424	NATURE'S FLOOR
Registration Number:	2534871	WINDOW ELEMENTS
Registration Number:	2812576	GRANDIN ROAD
Registration Number:	2836928	GARNET HILL
Serial Number:	76511308	JESSITT-GOLD INTERIORS
Serial Number:	76352045	SMITH + NOBLE
Serial Number:	76555308	GARNET HILL KIDS
Serial Number:	76555839	GROWING UP WITH GARNET HILL
Serial Number:	76606779	AMERICA'S LEADING RESOURCE FOR HOME FURNISHINGS
Registration Number:	2268994	ISLAND BREEZE

#### CORRESPONDENCE DATA

Fax Number: (513)381-0205

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

Phone: 513-381-2838

Email: bayliss@taftlaw.com

Correspondent Name: Linda D. Bayliss, Paralegal

Address Line 1: Suite 1800; 425 Walnut Street

**TRADEMARK**  
**REEL: 003064 FRAME: 0288**

Address Line 4: Cincinnati, OHIO 45202

NAME OF SUBMITTER:

Linda D. Bayliss

Signature:

/Linda D. Bayliss, paralegal/

Date:

04/12/2005

Total Attachments: 22

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April 11, 2005

Cornerstone Brands, Inc., as Administrative Borrower  
5568 West Chester Road  
West Chester, Ohio 45069  
Attn: Mr. John Schaefer  
Fax No.: 513-603-1000

Ladies and Gentlemen:

Reference is made to that certain Amended and Restated Loan and Security Agreement, dated as of October 22, 2004 (as amended and modified through the date hereof, the "Loan Agreement") among Cornerstone Brands, Inc., a Delaware corporation (the "Administrative Borrower"). The Cornerstone Brands Group, Inc., a Delaware corporation, Smith & Noble, LLC, a Delaware limited liability company, The Cornerstone Holdings Group, Inc., a Delaware corporation, Cinmar, Inc., an Ohio corporation, Ballard Designs, Inc., a Georgia corporation, Garnet Hill, Inc., a New Hampshire corporation, Cornerstone Real Estate Company I, LLC, a Delaware limited liability company, Cornerstone Consolidated Services Group, Inc., a Delaware corporation, Cinmar, L.P., a Delaware limited partnership, The Territory Ahead, Inc., a Delaware corporation and TravelSmith Outfitters, Inc., a California corporation (each a "Borrower and collectively, the "Borrowers") and Wells Fargo Retail Finance, LLC, as Administrative Agent (the "Agent") for each of the lenders party thereto (collectively the "Lenders" and each a "Lender"). Capitalized terms used herein and not otherwise defined herein shall have the meaning ascribed to them in the Loan Agreement.

We understand that on the Payoff Date (as hereinafter defined), the Administrative Borrower and the Borrowers expect to obtain funds from IAC/Inter Active Corp., the entity that has acquired the Administrative Borrower and the Borrowers for the purpose of repaying in full all of the obligations and liabilities of each of the Administrative Borrower and the Borrowers to the Lenders under or in respect of the Loan Documents (collectively, the "Obligations").

1. This letter will confirm that, upon receipt by Agent of the following items, all of the Obligations shall be terminated and satisfied in full and neither the Administrative Borrower nor the Borrowers will have any further obligation or liability whatsoever under the Loan Agreement or any document related thereto other than in connection with indemnity and other provisions which, by the terms of the Loan Agreement, survive repayment of the Obligations:

(a) no later than 2:00 p.m., Boston, Massachusetts time, on April 11, 2005, a wire transfer of immediately available funds in the aggregate amount of \$48,242,821.79, subject to adjustment as set forth in this paragraph 1 (as so adjusted the "Payout Amount"), consisting of:

- (i) \$47,987,078.19 in respect of unpaid principal outstanding under the Loan Documents (assuming no further loans or repayments are made);
- (ii) \$200,487.55 in respect of accrued and unpaid interest on such unpaid principal amount, assuming no changes in applicable interest rates and no changes in the outstanding principal amount;
- (iii) \$55,256.05 representing expenses of the Lenders payable by Administrative Borrower and Borrowers pursuant to the Loan Documents consisting of unpaid fees (including attorneys' fees) and out-of-pocket expenses; and

(b) Administrative Borrower and Wells Fargo Bank, National Association shall have entered into that certain Commercial Letter of Credit Agreement and Standby Letter of Credit Agreement, each dated as of April 11, 2005, which agreements shall govern the reimbursement obligations under the letters of credit issued and outstanding under the Loan Agreement (each of which is listed on Exhibit A, the "Existing Letters of Credit").

(c) a counterpart of this letter agreement signed by the Administrative Borrower and the Agent.

The date on which all of the foregoing condition shall first be satisfied shall be referred to as the "Payoff Date." If the assumptions set forth above with respect to the calculation of the principal and interest components of the Payout Amount are not correct, Agent will so advise the Administrative Borrower in writing on or before the Payoff Date of the adjusted figure for the Payout Amount, reflecting the appropriate changes in the amounts of principal and interest. Upon receipt of the Payout Amount in accordance with the foregoing and satisfaction of the other conditions referred to above, Agent hereby releases and terminates, on its own behalf and on behalf of the Lenders, on and with effect from the Payoff Date, all of the security interests and liens in any and all property of the Administrative Borrower or the Borrowers created as security for the Obligations.

2. Please transfer the Payout Amount to Wells Fargo Bank, San Francisco, California, (ABA No. 121-000-248) Wells Fargo Retail Finance, LLC Account No. 4945088607, Reference: Cornerstone Brands Inc. by wire transfer of immediately available funds, for receipt no later than 1:00 p.m., Boston, Massachusetts time, on the Payoff Date.

3. Administrative Borrower hereby confirms on behalf of itself and each of the Borrowers that the commitments of the Lenders to make loans and other credit accommodations to the Administrative Borrower and Borrowers under the Loan Documents are terminated as of the Payoff Date.

4. On behalf of each of the Lenders, Agent will, upon satisfaction of the conditions referred to in Paragraph 1 above, execute and deliver any Uniform Commercial Code termination statements, lien releases, mortgage releases, re-assignments of trademarks, discharges of security

interests, and other similar discharge or release documents (and if applicable, in recordable form) as are reasonably necessary to release, as of record, the security interests, financing statements, and all other notices of security interests and liens previously filed by Agent on behalf of the Lenders with respect to the Obligations, in each case in a form reasonably acceptable to the Administrative Borrower. Attached as Exhibit B is a list of financing statements and other security interests which the Administrative Borrower will terminate or cause to be terminated on behalf of the Agent and Lenders upon satisfaction of the conditions set forth in Paragraph 1.

5. Agent will, upon the satisfaction of the conditions referred to in Paragraph 1 above, (a) be deemed to have terminated, released, waived and disclaimed without need for any further action, all liens and encumbrances on any and all assets of the Administrative Borrower and the Borrowers granted in connection with the Loan Agreement or any documents related thereto, (b) as promptly as practicable, return to the Administrative Borrower the originals of any and all promissory notes, if any, delivered to Agent in connection with the Loan Agreement, duly marked "paid in full" or "cancelled" (or with written authorizations to so mark such documents after the Payoff Date actually occurs) as may be appropriate, as well as the originals of any stock certificates of the Administrative Borrower and Borrowers and related stock powers delivered to Agent in connection with the Loan Agreement. Upon satisfaction of the conditions referred to in Paragraph 1, Agent shall also request that each Lender return to Administrative Borrower the originals of each promissory note issued and delivered to such Lender, duly marked "paid in full" or "cancelled".


6. Agent hereby agrees that Administrative Borrower shall have the right (in addition to the right set forth in the last sentence of section 4 above) to take such further actions as may be necessary to effectuate this letter agreement, including the filing of termination statements, and Agent further agrees that it shall execute and deliver to or for Administrative Borrower such additional documents and shall provide additional information as Administrative Borrower may reasonably require to carry out the terms of this letter agreement.

7. The Administrative Borrower acknowledges that the amounts referred to in Paragraph 1 above are enforceable obligations of the Administrative Borrower and Borrowers owed to Lenders pursuant to the provisions of the Loan Documents and confirms its agreement to the terms and provisions of this letter by returning to Agent a signed counterpart of this letter. This letter may be executed by each party on a separate counterpart, each of which when so executed and delivered shall be an original, but all of which together shall constitute one agreement.

If the foregoing is in accordance with your understanding, kindly sign and return to us the enclosed copy of this letter to so indicate.

Very truly yours,

WELLS FARGO RETAIL FINANCE, LLC  
as Agent and as a Lender

By:   
Frank O'Connor  
Senior Vice President

AGREED TO BY THE UNDERSIGNED:

CORNERSTONE BRANDS, INC.,  
as Administrative Borrower

By: \_\_\_\_\_

cc: Timothy E. Hoberg, Esquire  
(Taft, Stettinius & Hollister LLP)

If the foregoing is in accordance with your understanding, kindly sign and return to us the enclosed copy of this letter to so indicate.

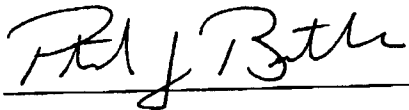
Very truly yours,

WELLS FARGO RETAIL FINANCE, LLC  
as Agent and as a Lender

By: \_\_\_\_\_  
Frank O'Connor  
Senior Vice President

AGREED TO BY THE UNDERSIGNED:

CORNERSTONE BRANDS, INC.,  
as Administrative Borrower

By: 

cc: Timothy E. Hoberg, Esquire  
(Taft, Stettinius & Hollister LLP)



EXHIBIT A

## EXHIBIT A

ClientName	InstrumentID	ProductDescription	IssueDate	ExpiryDate	Balance Amount	AsOfDate
BALLARD DESIGNS, INC.	00437238	Standby Letter Of Credit	05/03/2002	05/03/2005	\$ 100,000.00	04/07/05
CINMAR, LP.	00811819	Letter Of Credit - AsiaDirect	12/21/2004	03/26/2005	\$ 33,440.00	04/07/05
CINMAR, LP.	00813001	Letter Of Credit - AsiaDirect	01/25/2005	05/07/2005	\$ 41,664.00	04/07/05
CINMAR, LP.	00813334	Letter Of Credit - AsiaDirect	01/25/2005	04/12/2005	\$ 41,664.00	04/07/05
CINMAR, LP.	00813535	Letter Of Credit - AsiaDirect	02/05/2005	05/07/2005	\$ 31,856.00	04/07/05
CINMAR, LP.	00813537	Letter Of Credit - AsiaDirect	02/04/2005	05/07/2005	\$ 12,201.00	04/07/05
CINMAR, LP.	00814697	Letter Of Credit - AsiaDirect	03/09/2005	05/16/2005	\$ 13,200.00	04/07/05
CINMAR, LP.	00814699	Letter Of Credit - AsiaDirect	03/09/2005	06/11/2005	\$ 10,080.00	04/07/05
CINMAR, LP.	00814709	Letter Of Credit - AsiaDirect	03/09/2005	05/28/2005	\$ 31,856.00	04/07/05
CINMAR, LP.	00815832	Letter Of Credit - AsiaDirect	04/06/2005	07/16/2005	\$ 5,376.00	04/07/05
CINMAR, LP.	00815834	Letter Of Credit - AsiaDirect	04/06/2005	06/18/2005	\$ 13,200.00	04/07/05
CINMAR, LP.	00815835	Letter Of Credit - AsiaDirect	04/06/2005	07/16/2005	\$ 13,200.00	04/07/05
CINMAR, LP.	00811315	Letter Of Credit - Import	12/07/2004	03/21/2005	\$ 17,799.00	04/07/05
CINMAR, LP.	00811316	Letter Of Credit - Import	12/07/2004	03/13/2005	\$ 13,637.00	04/07/05
CINMAR, LP.	00813533	Letter Of Credit - Import	02/04/2005	03/31/2005	\$ 68,300.00	04/07/05
CINMAR, LP.	00813860	Letter Of Credit - Import	02/14/2005	05/09/2005	\$ 14,365.00	04/07/05
CINMAR, LP.	00814655	Letter Of Credit - Import	03/09/2005	05/02/2005	\$ 3,238.00	04/07/05
CINMAR, LP.	00814660	Letter Of Credit - Import	03/09/2005	05/02/2005	\$ 24,783.00	04/07/05
CINMAR, LP.	00814661	Letter Of Credit - Import	03/09/2005	05/23/2005	\$ 30,742.80	04/07/05
CINMAR, LP.	00814720	Letter Of Credit - Import	03/09/2005	05/06/2005	\$ 92,708.00	04/07/05
CINMAR, LP.	00814721	Letter Of Credit - Import	03/09/2005	05/07/2005	\$ 27,541.00	04/07/05
CINMAR, LP.	00814722	Letter Of Credit - Import	03/09/2005	05/19/2005	\$ 63,230.00	04/07/05
CINMAR, LP.	00814723	Letter Of Credit - Import	03/09/2005	04/22/2005	\$ 15,484.00	04/07/05
CINMAR, LP.	00814724	Letter Of Credit - Import	03/09/2005	06/04/2005	\$ 59,255.00	04/07/05
CINMAR, LP.	00814725	Letter Of Credit - Import	03/09/2005	05/30/2005	\$ 14,365.00	04/07/05
CINMAR, LP.	00814726	Letter Of Credit - Import	03/09/2005	05/30/2005	\$ 14,365.00	04/07/05
CINMAR, LP.	00815748	Letter Of Credit - Import	04/06/2005	05/09/2005	\$ 6,232.00	04/07/05
CINMAR, LP.	00815837	Letter Of Credit - Import	04/06/2005	06/11/2005	\$ 65,367.00	04/07/05
CINMAR, LP.	00815840	Letter Of Credit - Import	04/06/2005	06/17/2005	\$ 14,365.00	04/07/05
CINMAR, LP.	00815841	Letter Of Credit - Import	04/06/2005	07/01/2005	\$ 14,365.00	04/07/05
GARNET HILL, INC.	00810634	Letter Of Credit - Import	11/17/2004	02/02/2005	\$ 1,512.00	04/07/05
GARNET HILL, INC.	00812190	Letter Of Credit - Import	12/29/2004	03/10/2005	\$ 34,805.75	04/07/05
GARNET HILL, INC.	00812191	Letter Of Credit - Import	12/29/2004	03/10/2005	\$ 1,281.00	04/07/05
GARNET HILL, INC.	00812193	Letter Of Credit - Import	12/29/2004	03/10/2005	\$ 673.10	04/07/05
GARNET HILL, INC.	00812409	Letter Of Credit - Import	01/04/2005	03/17/2005	\$ 32.00	04/07/05
GARNET HILL, INC.	00812410	Letter Of Credit - Import	01/04/2005	03/17/2005	\$ 170.16	04/07/05
GARNET HILL, INC.	00812411	Letter Of Credit - Import	01/04/2005	03/17/2005	\$ 19.90	04/07/05
GARNET HILL, INC.	00812416	Letter Of Credit - Import	01/04/2005	03/17/2005	\$ 133.00	04/07/05
GARNET HILL, INC.	00812417	Letter Of Credit - Import	01/04/2005	03/17/2005	\$ 11,040.00	04/07/05
GARNET HILL, INC.	00812419	Letter Of Credit - Import	01/04/2005	03/17/2005	\$ 12,352.50	04/07/05
GARNET HILL, INC.	00813005	Letter Of Credit - Import	01/19/2005	04/30/2005	\$ 274.13	04/07/05
GARNET HILL, INC.	00813342	Letter Of Credit - Import	01/25/2005	04/02/2005	\$ 6,138.00	04/07/05
GARNET HILL, INC.	00813343	Letter Of Credit - Import	01/25/2005	04/07/2005	\$ 19,800.00	04/07/05
GARNET HILL, INC.	00813572	Letter Of Credit - Import	02/03/2005	04/08/2005	\$ 1,936.00	04/07/05
GARNET HILL, INC.	00813962	Letter Of Credit - Import	02/16/2005	04/28/2005	\$ 3,568.80	04/07/05
GARNET HILL, INC.	00814209	Letter Of Credit - Import	02/24/2005	05/02/2005	\$ 12,627.30	04/07/05
GARNET HILL, INC.	00814420	Letter Of Credit - Import	03/01/2005	05/14/2005	\$ 7,501.60	04/07/05
GARNET HILL, INC.	00814422	Letter Of Credit - Import	03/01/2005	05/14/2005	\$ 13,953.00	04/07/05
GARNET HILL, INC.	00814423	Letter Of Credit - Import	03/01/2005	05/14/2005	\$ 6,458.40	04/07/05
GARNET HILL, INC.	00814740	Letter Of Credit - Import	03/09/2005	05/21/2005	\$ 16,204.00	04/07/05
GARNET HILL, INC.	00814742	Letter Of Credit - Import	03/09/2005	05/21/2005	\$ 7,433.40	04/07/05
GARNET HILL, INC.	00814743	Letter Of Credit - Import	03/09/2005	05/21/2005	\$ 7,860.14	04/07/05
GARNET HILL, INC.	00814744	Letter Of Credit - Import	03/09/2005	05/21/2005	\$ 3,120.00	04/07/05
GARNET HILL, INC.	00814745	Letter Of Credit - Import	03/09/2005	05/21/2005	\$ 22,894.25	04/07/05
GARNET HILL, INC.	00814747	Letter Of Credit - Import	03/09/2005	05/21/2005	\$ 4,845.00	04/07/05
GARNET HILL, INC.	00814921	Letter Of Credit - Import	03/16/2005	05/27/2005	\$ 3,801.00	04/07/05

TRADEMARK

REEL: 003064 FRAME: 0296

ClientName	InstrumentID	ProductDescription	IssueDate	ExpiryDate	Balance Amount	AsOfDate
GARNET HILL, INC.	00814938	Letter Of Credit - Import	03/16/2005	05/27/2005	\$ 14,645.00	04/07/05
GARNET HILL, INC.	00815426	Letter Of Credit - Import	03/25/2005	04/10/2005	\$ 2,091.90	04/07/05
GARNET HILL, INC.	00815547	Letter Of Credit - Import	03/29/2005	06/11/2005	\$ 10,412.50	04/07/05
GARNET HILL, INC.	00815548	Letter Of Credit - Import	03/29/2005	06/10/2005	\$ 3,475.45	04/07/05
GARNET HILL, INC.	00815746	Letter Of Credit - Import	04/06/2005	06/15/2005	\$ 5,611.00	04/07/05
GARNET HILL, INC.	00815749	Letter Of Credit - Import	04/06/2005	06/12/2005	\$ 20,870.00	04/07/05
GARNET HILL, INC.	00815754	Letter Of Credit - Import	04/06/2005	12/06/2005	\$ 90,732.50	04/07/05
THE TERRITORY AHEAD, INC.	00506267	Letter Of Credit - AsiaDirect	03/24/2004	04/16/2005	\$ 153,788.46	04/07/05
THE TERRITORY AHEAD, INC.	00805303	Letter Of Credit - AsiaDirect	06/25/2004	05/22/2005	\$ 75,903.35	04/07/05
THE TERRITORY AHEAD, INC.	00806399	Letter Of Credit - AsiaDirect	07/21/2004	05/22/2005	\$ 116,674.11	04/07/05
THE TERRITORY AHEAD, INC.	00808523	Letter Of Credit - AsiaDirect	09/23/2004	05/22/2005	\$ 116,323.62	04/07/05
THE TERRITORY AHEAD, INC.	00810787	Letter Of Credit - AsiaDirect	11/23/2004	05/07/2005	\$ 37,807.88	04/07/05
THE TERRITORY AHEAD, INC.	00812542	Letter Of Credit - AsiaDirect	01/10/2005	04/23/2005	\$ 41,001.44	04/07/05
THE TERRITORY AHEAD, INC.	00814098	Letter Of Credit - AsiaDirect	02/25/2005	05/28/2005	\$ 47,707.80	04/07/05
THE TERRITORY AHEAD, INC.	00500156	Letter Of Credit - Import	11/03/2003	05/28/2005	\$ 21,948.47	04/07/05
THE TERRITORY AHEAD, INC.	00805299	Letter Of Credit - Import	06/22/2004	05/28/2005	\$ 87,149.80	04/07/05
THE TERRITORY AHEAD, INC.	00806402	Letter Of Credit - Import	07/21/2004	05/28/2005	\$ 262,076.56	04/07/05
THE TERRITORY AHEAD, INC.	00806422	Letter Of Credit - Import	07/20/2004	05/28/2005	\$ 76,180.04	04/07/05

\$ 2,292,713.11

EXHIBIT B

**COPYRIGHT COLLATERAL**

**Registered Copyrights**

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Secured Party</u>	<u>Security Interest Filed On</u> <sup>1</sup>
USA	Blinds Plus: Windowware Source Guide	TX 4302925	6/7/96	Smith & Noble	Wells Fargo Retail Finance, LLC	11/9/04
USA	Windowware 1995 Catalog of Blinds, Shutters and Shades	TX 4289315	6/7/96	Smith & Noble	Wells Fargo Retail Finance, LLC	11/9/04
USA	Windowware	TX 4316687	7/1/96	Smith & Noble	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs: Accents For the Home and Garden Serial	TX 5019140 TX 5019141 TX 5038674 TX 5058911 TX 5058696 TX 5057769 TX 5110404 TX 5110403 TX 5110402 TX 5101425 TX 5098133 TX 5098134	9/17/99 9/17/99 12/15/99 12/15/99 1/28/00 1/28/00 4/3/00 4/3/00 4/3/00 5/15/00 5/15/00 5/15/00	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs: Accents For the Home and Garden Serial	TX 4918850	3/19/99	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04

<sup>1</sup> Security Interest granted by First Amendment to Intellectual Property Security Agreement dated 10/22/04.

Jurisdiction	Title	Registration No.	Registration Date	Owner	Secured Party	Security Interest Filed On
USA	Ballard Designs: Accents For the Home and Garden Serial	TX 5544869 TX 5544865 TX 5544866 TX 5544867 TX 5544868 TX 5544870	3/7/01 3/7/01 3/7/01 3/7/01 3/7/02 3/7/01	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs: Accents For the Home and Garden	TX 4543560 TX 4543559 TX 4572686 TX 4572685 TX 4373828	7/24/97 7/24/97 11/5/97 11/5/97 5/30/96	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs: Accents For the Home and Garden	TX 4373829 TX 4373830 TX 4408411 TX 4447218 TX 4408410 VA 528141	5/30/96 5/30/96 3/12/97 3/12/97 3/12/97 3/11/91	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs: Architectural Accents for the Home and Garden; Winter 1991; Ballard Designs Catalogue	VA 493955	10/8/91	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs: Accents for the Home and Garden; Holiday 1991	VA 464715	3/11/91	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Secured Party</u>	<u>Security Interest Filed On</u>
	and Garden: Early Spring 1991 Ballard Designs Architectural Accents for the Home and Garden: Spring 1990	VA 405600	2/7/90	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA						
USA	Ballard Designs Architectural Accents for the Home and Garden: Summer 1990	VA 406622	7/18/90	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs Architectural Accents for the Home and Garden: Fall 1990	VA 431687	10/23/90	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs Architectural Accents for the Home and Garden: Holiday 1990	VA 431373	10/18/90	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs: Accents for the Home and Garden. Serial.	TX 4022384 TX 4022385	1/19/95 1/19/95	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs: Accents for the Home and Garden. Serial	TX 3809844 TX 3809845 TX 3795126	10/12/93 10/12/93 4/4/94	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs: Serial	TX 3709816	1/10/94	Ballard Designs	Wells Fargo	11/9/04

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Secured Party</u>	<u>Security Interest Filed On</u>
	Accents for the Home and Garden. Serial	TX 3729052	1/10/94		Retail Finance, LLC	
USA	Ballard Designs: Accents for the Home and Garden. Serial	TX 3479854	2/11/93	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	Ballard Designs: Accents for the Home and Garden. Serial	VA 472648 VA 518447 TX 3434449	9/6/91 7/28/92 11/2/92	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04
USA	B-D 2000 and 18 other titles. Notice of Security Interest to Copyright. Works: BD-Summer 2000 BD-June 2000 BD-May 2000 BD-Spring preview 2000  BD-April 2000 BD-March 2000 BD-February 2000 BD-January 2000 BD-August 1999 BD-July 1999 BD-June 1999 BD-May 1999 BD-March 1999	TX 5098133 TX 5098134 TX 5202425 TX u927542 TX u927541 TX u927540 TX 5057769 TX 5058696 TX 5019140 TX 5019141 TX 5058911 TX 5038674 TX 4869323 TX 4918850 TX 4869322 TX 4869321 TX 4762545	10/18/00	Works covered are registered to Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/04



<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Secured Party</u>	<u>Security Interest Filed On</u>
	BD-January 1999 BD-Holiday Preview 1998 BD-September 1998 BD-July 1998 BD-April 1998 BD-January 1998 BD-Holiday 1990 BD-January 1999	TX 4762697 TX 4763048 VA 431373 TX 4918850				

**TRADEMARK COLLATERAL**

**Registered Trademarks**

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Secured Party</u>	<u>Security Interest Filed On<sup>1</sup></u>	<u>Reel/Frame</u>
US Federal	Isabella Bird	2,185,702	9/1/98	TTA	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	The Territory Ahead	2,132,340	1/27/98	TTA	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Misc. Design	2,128,829	1/13/98	TTA	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	The Territory Ahead	1,636,913	3/5/91	TTA	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Misc. Design	1,636,156	2/26/91	TTA	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	America's Leading Resource for Window Treatments	2,441,084	4/3/01	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Window Elements	2,193,719	10/6/98	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Windoware	1,870,879	12/27/94	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625

<sup>1</sup> Security Interest granted by First Amendment to Intellectual Property Security Agreement dated 10/22/04.

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Secured Party</u>	<u>Security Interest Filed On</u>	<u>Reel/Frame</u>
US Federal	Smith + Noble	1,870,878	12/27/94	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Long-Distance	2,314,444	2/1/00	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Island Breeze	<del>2,208,738</del> 2,268,994	8/10/99	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Not-Quite-Tights	2,208,738	12/8/98	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Travel Denim	2,208,735	12/8/98	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Packable Explorer's Pants	2,245,573	5/18/99	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	The Indispensable Black Travel Dress	2,260,435	7/13/99	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Fjord Fleece	2,208,723	12/8/98	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Ultimate Travel Skirt	2,250,983	6/8/99	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Hands-Off Handbag	2,208,718	12/8/98	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Secured Party</u>	<u>Security Interest Filed On</u>	<u>Reel/Frame</u>
US Federal	The Ultimate Sweater	2,137,636	2/17/98	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Misc. Design	1,942,987	2/19/95	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Travel Smith	1,835,790	5/10/94	TSO	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	The Ultimate Grill	2,223,183	2/9/99	Cinmar LP	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Splash	2,049,193	4/1/97	Cinmar LP	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Enhancing Your Life at Home	1,812,526	12/21/93	Cinmar LP	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Frontgate	1,746,590	1/12/93	Cinmar LP	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Gentlemen's Domain	2,714,493	5/6/03	Cinmar LP	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Your Homepage for the Home	2,679,130	1/21/03	Cinmar LP	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Outfitting America's Finest Homes	2,652,908	11/19/02	Cinmar LP	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625

Jurisdiction	Mark	Registration No.	Registration Date	Owner	Secured Party	Security Interest Filed On	Reel/Frame
US Federal	Ballard Designs	2,192,388	9/29/98	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Misc. Design	2,193,876	10/6/98	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Ballard's Backroom	2,221,509	2/2/99	Ballard Designs	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Garnet Hill	1,829,433	4/5/94	GH	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
California	Blinds Plus	39,332	10/2/91	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Smith + Noble	2,534,870	1/29/02	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Windowware	2,534,872	1/29/02	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Nature's Floor	2,513,424	11/27/01	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Window Elements	2,534,871	1/29/02	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Grandin Road	2,812,576	2/10/2004	Cinnmar LP	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625

<u>Jurisdiction</u>	<u>Mark</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Secured Party</u>	<u>Security Interest Filed On</u>	<u>Reel/Frame</u>
US Federal	Garnet Hill	2,836,928	4/27/2004	GH	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625

Trademark Applications

<u>Jurisdiction</u>	<u>Mark</u>	<u>Serial No.</u>	<u>Application Date</u>	<u>Applicant</u>	<u>Secured Party</u>	<u>Security Interest Filed On</u>	<u>Reel/Frame</u>
US Federal	Jessitt-Gold Interiors	76/511,308	5/2/03	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Smith + Noble	76/352,045	12/20/01	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Garnet Hill Kids	76/555,308	10/10/2003	GH	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	Growing Up With Garnett Hill	76/555,839	10/10/2003	GH	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625
US Federal	America's Leading Resource for Home Furnishings	76/606,779	8/13/2004	S+N	Wells Fargo Retail Finance, LLC	11/9/2004	002974/0625

**PATENT COLLATERAL**

**Registered Patents**

<u>Jurisdiction</u>	<u>Title</u>	<u>Registration No.</u>	<u>Registration Date</u>	<u>Owner</u>	<u>Secured Party</u>	<u>Security Interest Filed On<sup>1</sup></u>	<u>Reel/Frame</u>
USA	LapTop Computer Case Design	D360,978	08/08/95	The Territory Ahead, Inc.	Wells Fargo Retail Finance, LLC	11/9/2004	015355/0210
USA	Direct Measuring Devices	5,510,891	4/23/96	Garnet Hill, Inc.	Wells Fargo Retail Finance, LLC	11/9/2004	015355/0210

<sup>1</sup> Security Interest granted by First Amendment to Intellectual Property Security Agreement dated 10/22/04



# UCC TERMINATION STATEMENT FILING REPORT

CLIENT: Wells Fargo/Cornerstone  
 CLIENT/MATTER NUMBER: 2003663-0012

Date: March 18, 2005

SECURED PARTY NAME	DEBTOR NAME:	TYPE:	ST:	JURISDICTION:	ORIGINAL FILE DATE:	ORIGINAL FILE NO:	TERMINATION FILE DATE FILE NUMBER:
Wells Fargo Retail Finance, LLC	Ballard Designs, Inc.	Original	GA	Fulton County	10/11/2001	060200116444	
Wells Fargo Retail Finance, LLC	Cinnnar, L.P.	Original	DE	Secretary of State	10/09/2001	1119104.3	
Wells Fargo Retail Finance, LLC	Cinnnar, L.P.	Original	OH	Secretary of State	10/11/2001	01100039727085	
Wells Fargo Retail Finance, LLC	Cinnnar, Inc.	Original	OH	Secretary of State	10/11/2001	01100039727196	
Wells Fargo Retail Finance, LLC	Cornerstone Brands, Inc.	Original	DE	Secretary of State	10/09/2001	1119106.8	
Wells Fargo Retail Finance, LLC	The Cornerstone Brands Group, Inc.	Original	DE	Secretary of State	10/09/2001	1119107.6	
Wells Fargo Retail Finance, LLC	Cornerstone Consolidated Services Group, Inc.	Original	DE	Secretary of State	10/09/2001	1119105.0	
Wells Fargo Retail Finance, LLC	The Cornerstone Holdings Group, Inc.	Original	DE	Secretary of State	10/09/2001	1119100.1	
Wells Fargo Retail Finance, LLC	Cornerstone Real Estate Company I, LLC	Original	DE	Secretary of State	10/09/2001	1119099.5	
Wells Fargo Retail Finance, LLC	Garnet Hill, Inc.	Original	NH	Secretary of State	10/11/2001	589571	
Wells Fargo Retail Finance, LLC	Garnet Hill, Inc.	Original	NH	Grafton County Register of Deeds	10/11/2001	Book 2589 Page 0458	
Wells Fargo Retail Finance, LLC	Garnet Hill, Inc.	Original	NH	Grafton County Register of Deeds	12/06/2001	Book 2608 Page 0326	
Wells Fargo Retail Finance, LLC	Smith & Noble, LLC	Original	DE	Secretary of State	10/09/2001	1119101.9	
Wells Fargo Retail Finance, LLC	The Territory Ahead, Inc.	Original	DE	Secretary of State	10/09/2001	1119103.5	
Wells Fargo Retail Finance, LLC	TravelSmith Outfitters, Inc.	Original	CA	Secretary of State	10/09/2001	0128360475	

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